
City of Grand Island



Tuesday, March 24, 2009

Council Session Packet

City Council:

**Larry Carney
Scott Dugan
John Gericke
Peg Gilbert
Chuck 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.

Invocation

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, March 24, 2009

Council Session

Item C1

Proclamation "Parkinson's Disease Awareness Month" April, 2009

More than one and a half million people in the United States are affected by the progressive disorder of Parkinson's disease, with the State of Nebraska ranking among the highest state in the nation. Research, patient/family services, and education try to "Ease the Burden and Find the Cure" for this devastating disease which attacks the central nervous system. The Mayor has proclaimed the month of April 2009 as "Parkinson's Disease Awareness Month" and encourages all citizens to recognize and honor those who work with the American Parkinson Disease Association, Inc. and their value to the residents of Grand Island. See attached PROCLAMATION.

Staff Contact: Mayor Hornady

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

PROCLAMATION

- WHEREAS, Parkinson's disease is a progressive disorder of the central nervous system, affecting more than one and a half million people in the United States. Approximately 40,000 new patients will be diagnosed this year, with 10-20% of them being under the age of 50. The State of Nebraska has the highest prevalence of Parkinson's disease per capita in the world; and
- WHEREAS, the American Parkinson Disease Association, Inc. founded in 1961, has sought to "Ease the Burden and Find the Cure" for this disease through research, patient and family services, education and sponsorship of 63 Chapters, 57 Information and Referral Centers, and 800 support groups throughout the United States; and
- WHEREAS, the world, the nation, the state, and the City of Grand Island observe "Parkinson's Disease Awareness Month" in April 2009; and
- WHEREAS, the City of Grand Island recognizes the efforts of the local Parkinson Support Group as well as the Nebraska Chapter and Information and Referral Center to raise funds and promote awareness to fight Parkinson's Disease, thereby improving the quality of life for those living with the disease.

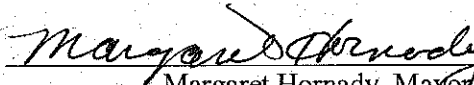
NOW, THEREFORE, I, Margaret Hornady, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2009 as

"PARKINSON'S DISEASE AWARENESS MONTH"

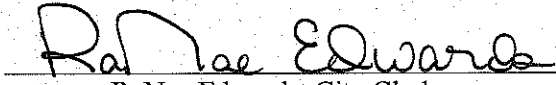
in the City of Grand Island, and encourage all citizens to recognize and honor those who work with the American Parkinson Disease Association, Inc. and their value to the residents of Grand Island.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-fourth day of March in the year of our Lord Two Thousand and Nine.




Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item D1

**#2009-BE-1 - Consideration of Determining Benefits for Water
Main District 453T - Central NE Regional Airport & GI Army
Aviation Support Facility**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

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

Meeting: March 24, 2009

Subject: Board of Equalization – Determining Benefits for Water Main District 453T – Central Nebraska Regional Airport and GI Army Aviation Support Facility

Item #'s: D-1 & G-4

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

Background

City water infrastructure was extended to support the development of the new Grand Island Army Aviation Support Facility. A 12" water main was installed across part of the Central Nebraska Regional Airport, commencing at Sky Park Road, approximately one half (1/2) mile north of Capital Avenue, and running northeasterly to the westerly side of the GIAASF at the northeast corner of Shady Bend Road and Airport Road.

Attached for reference is a map showing the district's boundary.

Discussion

The project has been completed in accordance with the terms, conditions, and stipulations of the contract plans and specifications. The total for all water main construction was \$343,818.69.

According to the Interlocal Agreement for Infrastructure Construction by and between the Hall County Airport Authority and the City of Grand Island, dated August 8, 2007, the Airport Authority agreed to pay a portion of the project's cost as a connection fee for the water service to the GIAASF. That amount is \$103,145.61.

The remaining \$240,673.08 is the eligible amount used to calculate the connection fees for other properties within the district. Those fees become due when a property "taps" the main for service. This is the standard method used by the City to recoup costs when water mains are installed across undeveloped lands.

The connection (tap) fee for the properties included within the district's boundary is \$61.1542640 per front foot. Attached for reference are copies of the district's costs, ownership records, and calculated assessments.

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 set the connection fees for the properties within the districted as tabulated on the attached listing for Water Main District 453T.

Sample Motion

Move to approve the connections fees for Water Main District 453T.

PLAT TO ACCOMPANY
ORDINANCE NO. 9083

DRN BY: K.J.M.	SCALE: 1"= 1000'
DATE: 10/24/2006	FILE: WMD 453T

Connection Fee per Front Foot = \$61.1542640

			FRONTAGE	CONNECTION FEE
1	Owner:	Central Nebraska Regional Airport	per Agreement for service to GIAASF	\$103,145.61
		c/o Hall Co Airport Authority	3010 Airport Rd	
	Address:	3743 Sky Park Rd		
	City, State:	Grand Island, NE		
	Zipcode:	68801		
2	Owner:	Central Nebraska Regional Airport	3,662.88	\$224,000.74
		c/o Hall Co Airport Authority	Part of SE 1/4 of Sec 35, T12N, R9W	
	Address:	3743 Sky Park Rd	and Part of Sec 2, T11N, R9W	
	City, State:	Grand Island, NE		
	Zipcode:	68801		
			Commencing at the southeast corner of Section 35, T12N, R9W of the 6th P.M., Hall County, Nebraska; thence N1°17'28"W along the easterly line of said Section 35, a distance 552.48 feet; thence S88°17'20"W, a distance of 190.01 feet to the ACTUAL POINT OF BEGINNING; thence S44°10'13"W, a distance 3,804.84 feet, thence N31°01'21"W, a distance of 446.51 feet; thence N44°10'13"E, a distance of 3,662.88 feet; thence S54°20'52"E a distance of 444.91 feet; to the said Point of Beginning.	
3	Owner:	Central Nebraska Regional Airport	Connection Fee	\$4,077.15
		c/o Hall Co Airport Authority	plus cost of 1" service	\$669.44
	Special Benefit to Tenant		TOTAL AMOUNT	\$4,746.59
	City of Grand Island, NE		Special Benefit to owner of	
	c/o Public Works Dept - Waste Water Div		improvements on leased ground,	
	Address:	PO Box 1968	namely City of Grand Island, Public	
	City, State:	Grand Island, NE	Works Dept., Sanitary Sewer	
			Lift Station #22	
	Zipcode:	68802	Part of SE 1/4 of Sec 35, T12N, R9W	
4	Owner:	Central Nebraska Regional Airport	Connection Fee	\$4,077.15
		c/o Hall Co Airport Authority	plus cost of 6" service	\$7,848.60
	Special Benefit to Tenant		TOTAL AMOUNT	\$11,925.75
	City of Grand Island, NE		Special Benefit to owner of	
	c/o Parks and Recreation Division		improvements on leased ground,	
	Address:	PO Box 1968	namely City of Grand Island, Jack	
	City, State:	Grand Island, NE	Rabbit Run Golf Course	
	Zipcode	68802	Part of NE 1/4 Sec 2, T11N, R9W	

CITY OF GRAND ISLAND UTILITIES DEPT
Water Main District 453T
 CNRA - GIAASF Helicopter Facility

Tap Fees, 12/12/2008

ITEM	DESCRIPTION	QUANTITIES	BID UNIT \$	TOTAL \$	1" Service	6" Service
C. 1.01	12" D.I.. Pipe (sj)	6,599.00 LF	30.57	201,731.43		
C. 1.02	6" D.I.. Pipe (sj)	179.00 LF	21.57	3,861.03		3,861.03
C. 1.03	6" R.S. Gate Valve	1.00 EA	606.56	606.56		606.56
C. 1.04	16"x16"x12" Tapping Sleeve	1.00 EA	3,236.98	3,236.98		
C. 1.05	12"x12"x 6" Tee (mj)	7.00 EA	333.24	2,332.68		2,332.68
C. 1.06	12"x45° Ell (mj)	3.00 EA	269.17	807.51		
C. 1.07	12"x22-1/2° Ell (mj)	2.00 EA	272.31	544.62		
C. 1.08	12"x11-1/4° Ell (mj)	0.00 EA	271.65	0.00		
C. 1.09	12" R.S. Gate Valve	2.00 EA	1,710.46	3,420.92		
C. 1.10	12" RS Tapping Valve	1.00 EA	2,485.51	2,485.51		
C. 1.11	Valve Box	5.00 EA	235.21	1,176.05		235.21
C. 1.12	Fire Hydrant Assembly	6.00 EA	1,266.74	7,600.44		
C. 1.13	Bell Joint Block	1.00 EA	522.03	522.03		
C. 1.14	Thrust Block	13.00 EA	179.04	2,327.52		358.08
C. 1.15	24"x 0.438" Steel Casing	110.00 LF	365.81	40,239.10		
C. 1.16	8 Mil Polyethylene	6,848.00 LF	1.54	10,545.92		275.66
C. 1.17	6" Cap	1.00 EA	133.33	133.33		133.33
C. 1.18	6" Retainer Gland	1.00 EA	46.05	46.05		46.05
C. 1.19	12" Cap w/ 2" Tap	0.00 EA	201.29	0.00		
C. 1.20	12" Retainer Gland	0.00 EA	91.04	0.00		
C. 1.21	1" Water Service Complete	1.00 EA	669.44	669.44	669.44	
C. 1.22	Remove & Replace Permanent Fence	LS LF	1,223.11	1,223.11		
C. 1.23	Temp. Construction Site Fence	LS LF	6,915.97	6,915.97		
C. 1.24	Regrade and Regravel Roadway	LS LF	1,741.28	1,741.28		
C. 1.25	R & R Unsuitable Backfill Material	200.00 CY	11.44	2,288.00		
C. 1.26	Contract Total			\$294,455.48		
	Labor - Install Slv Cplg - PO 304921			\$125.00		
	Labor - Installation Valve - PO 305014			\$597.00		
	Water Dept Supplier Materials			\$8,711.98		
	Water Dept Labor / OH			\$1,346.55		
	Construction Amount			\$305,236.01		
	GIS Soil Report - PO 304517			\$930.00		
	BWP - Office Suppiles - PO 304577			\$186.52		
	BWP - Office Suppiles - PO 304580			\$275.58		
	Infrastructure Markers - PO 305028			\$85.60		
	Mailings / Postage / Shipping			\$34.47		
	Survey Supplies			\$51.96		
	Engineering / Admin / Labor / OH			\$37,018.55		
	Engineering Amount			\$38,582.68		
	PROJECT TOTAL			\$343,818.69		

Tap Fee Per Front Foot = \$61.1542640

PROPERTY	FOOTAGE	TAP FEE \$	1" SERVICE \$	6" SERVICE \$	TOTAL FEE \$
GIAASF	per Agreement	\$103,145.61			\$103,145.61
CNRA	3,662.88	\$224,000.74			\$224,000.74
Jackrabbit Run Golf Course	66.67	\$4,077.15		\$7,848.60	\$11,925.75
WWTP - Lift Sta #22	66.67	\$4,077.15	\$669.44		\$4,746.59
	3,796.22	\$335,300.65	\$669.44	\$7,848.60	\$343,818.69

RESOLUTION 2009-BE-1

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District 453T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$343,818.69; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Water Main District No. 453T, such benefits are the sums set opposite the descriptions as follows:

		Frontage	Connection Fee
1	Owner: Central Nebraska Regional Airport c/o Hall Co. Airport Authority Address: 3743 Sky Park Road City, State: Grand Island, NE Zip Code: 68801	Per Agreement for service to GIAASF 3010 Airport Road	\$103,145.61
2	Owner: Central Nebraska Regional Airport c/o Hall Co. Airport Authority Address: 3743 Sky Park Road City, State: Grand Island, NE Zip Code: 68801	3,662.88 Part of SE ¼ of Sec 35, T12N, R9W and Part of Sec 2, T11N, R9W Commencing at the southeast corner of Section 35, T12N, R9W of the 6 th P.M., Hall County, Nebraska; thence N1°17'28"W along the easterly line of said Section 35, a distance 552.48 feet; thence S88°17'20"W, a distance of 190.01 feet to the ACTUAL POINT OF BEGINNING; thence S44°10'13"W, a distance 3,804.84 feet, thence N31°01'21"W, a distance of 446.51 feet; thence N44°10'13"E, a distance of 3,662.88 feet; thence S54°20'52"E a distance of 444.91 feet, to the said Point of Beginning	\$224,000.74
3	Owner: Central Nebraska Regional Airport c/o Hall County Airport Authority Special Benefit to Tenant City of Grand island, NE c/o Public Works Dept – Waste Address: Water Division PO Box 1968 City, State: Grand Island NE Zip Code: 68802	Connection Fee Plus cost of 1" service TOTAL AMOUNT Special benefit to owner of Improvements on leased ground, Namely City of Grand Island, Public Works Dept., Sanitary Sewer Lift Station #22 Part of SE ¼ of Section 35, T12N, R9W	\$4,077.15 <u>\$ 669.44</u> \$4,746.59

4	Owner:	Central Nebraska Regional Airport	Connection Fee	\$ 4,077.15
		c/o Hall County Airport Authority	plus cost of 6" service	<u>\$ 7,848.60</u>
		Special Benefit to Tenant	TOTAL AMOUNT	\$11,925.75
		City of Grand Island, NE	Special Benefit to owner of	
		c/o Parks & Recreation Division	Improvements on leased ground	
	Address:	PO Box 1968	Namely City of Grand Island,	
	City, State:	Grand Island NE	Jackrabbit Run Golf Course	
			2803 N Shady Bend Road	
	Zip Code:	68802-1968	Part of NE ¼ Sec 2, T11N, R9W	
TOTAL				\$343,818.69

- - -

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103,R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item E1

**Public Hearing on Request from Balz, Inc. dba Balz Sports Bar,
3421 West State Street for Catering Designation to Class C-39140
Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: March 24, 2009

Subject: Public Hearing on Request from Balz, Inc. dba Balz Sports Bar, 3421 West State Street for a Catering Designation to Class “C-39140” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

Balz, Inc. dba Balz Sports Bar, 3421 West State Street has submitted an application for a catering designation to their Class “C-39140” Liquor License. This request would allow Balz Sports Bar to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL).

Discussion

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

Alternatives

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

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application.

Sample Motion

Move to approve the application for a catering designation from Balz, Inc. dba Balz Sports Bar, 3421 West state Street Liquor License "C-39140".



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item E2

**Public Hearing on Request from Balz Banquet and Reception Hall,
Inc. dba Balz Banquet and Reception Hall, 211 North Sycamore
Street for an Addition to Class “C-82906” Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: March 24, 2009

Subject: Public Hearing on Request from Balz Banquet and Reception Hall, Inc. dba Balz Banquet and Reception Hall, 211 North Sycamore Street for an Addition to Class “C-82906” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

Balz Banquet and Reception Hall, Inc. dba Balz Banquet and Reception Hall, 211 North Sycamore Street has submitted an application for a Beer Garden, an addition to their Class “C-82906” Liquor License. The request includes an area of approximately 42’ x 50’ to be added to the southeast side of the existing building. (See attached drawing.)

Discussion

Chapter 2, Section 012.07 of the Nebraska Liquor Control Commission Rules and Regulations define “Beer garden” as “an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors, and which is contained by a fence or wall preventing the uncontrolled entrance or exit of persons from the premises, and preventing the passing of alcoholic liquors to persons outside the premises” City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, and Health Departments.

Alternatives

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

1. Approve the application.

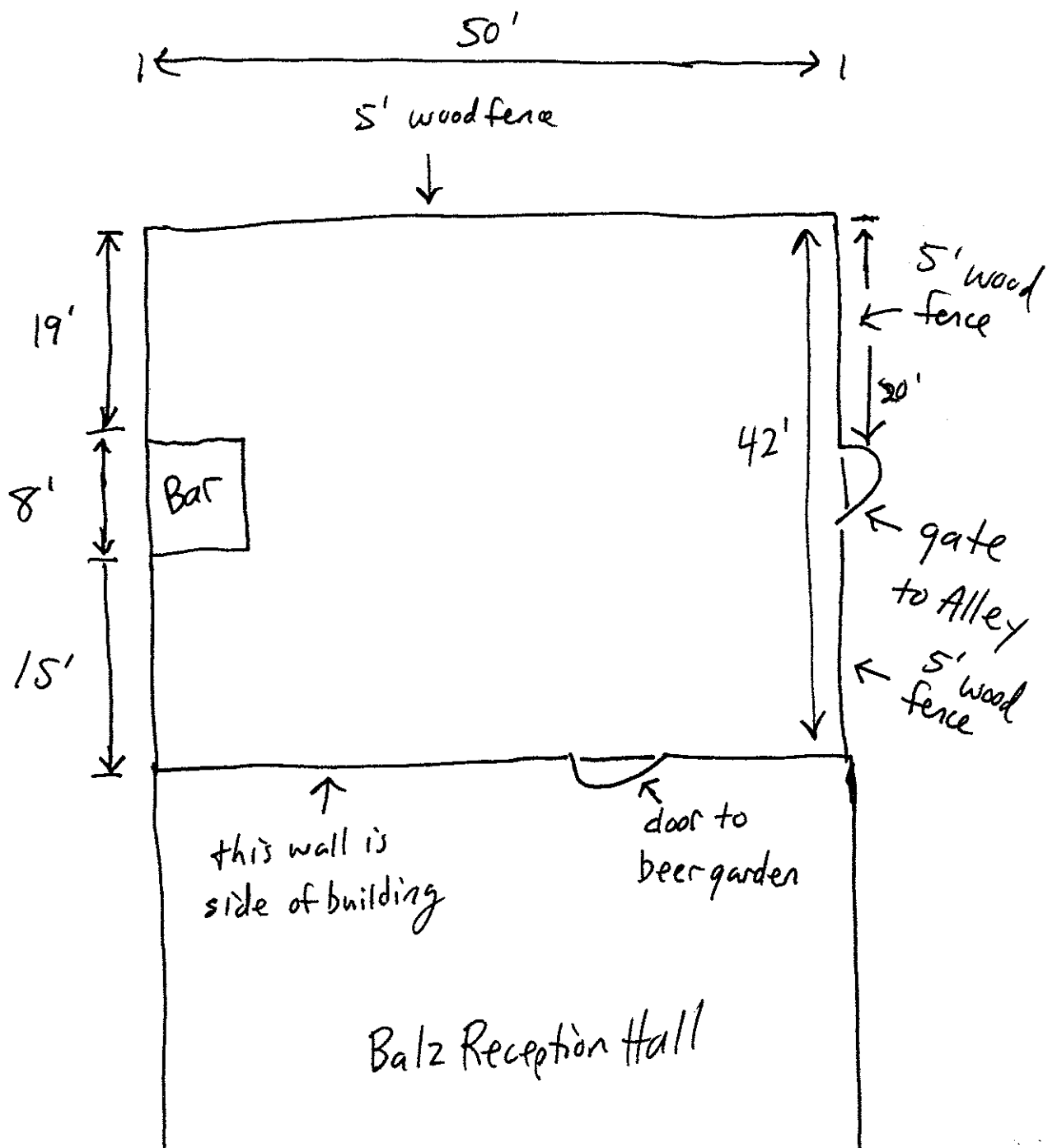
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application.

Sample Motion

Move to approve the request for a 42' x 50' Beer Garden addition to Balz Banquet and Reception Hall, Inc. dba Balz Banquet and Reception Hall, 211 North Sycamore Street, Liquor License "C-82906" contingent upon final inspections.





City of Grand Island

Tuesday, March 24, 2009

Council Session

Item E3

**Public Hearing on Changes to the Grand Island City Code Section
36**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 10, 2009

Subject: Amendments to Chapter 36 of the Grand Island City Code (C-09-2009GI)

Item #'s: E-3

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

Background

Concerning amendments to the Zoning Ordinance for the City of Grand Island and its 2 mile extra-territorial jurisdiction. Amendments to be considered pertain too a definition of Recreational Vehicle Pad and consideration of changes regarding Section 103 Wind Energy Systems. (C-09-2009GI)

Discussion

The Planning Commission held a hearing on these proposed changes at their meeting on February 4, 2009. A copy of the memo to Planning Commission is attached. Planning commission discussed the various changes. Council will consider these changes with 2separate ordinances so that each can be considered individually.

Definition of RV Pad

The definition of an RV Pad was added in response to planning commission concerns about allowing RV Pads as an accessory use at hotels. This definition answered their concerns. This definition would also apply to any other campgrounds permitted in the regulations.

Wind Generation

Planning Commission was asked by staff to comment on the noise limitation in the wind energy changes. Planning Commission chose to leave those provisions in the regulations and send them to Council as presented.

No members of the public commented at the public hearing.

Alternatives

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

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

Recommendation

A motion was made by and seconded by to recommend approval of the changes to Chapter 36.

A roll call vote was taken and the motion passed with 7 members present (O'Neill, Ruge, Haskins, Heineman, Bredthauer, Snodgrass, Monter) voting in favor.

Sample Motion

Motion to approve the amendments to the Zoning Ordinance for the City of Grand Island and its 2 mile extra-territorial jurisdiction.

PROPOSAL:

The proposed changes are attached.

All areas with changes are highlighted. Additions are *Italicized and underlined* and deletions are in ~~strike out~~.

OVERVIEW:

Definitions

Recreational Vehicle Pad: *a space for parking a recreational vehicle within a campground or other allowed place consisting of no less than 800 square feet with a minimum width of 12 feet. Improvements included within the pad space include 1 hard surfaced improved parking space of not less than 180 square feet (20 x 9 or 18 x 10) and 2 hard surfaced improved parallel tire pads of not less than 2.5 feet by 24 feet*

Wind Energy Conservation Systems:

The zoning regulations adopted in 2004 allowed for the installation of wind energy systems. These regulations, however, are out of date and do not adequately address the needs and considerations of wind energy systems available in 2009. This was brought to our attention when we had an application for a small 5KW wind generator was proposed on a parcel of over 12 acres. The tower for this generator was proposed at 40' in height. Our current regulations would require that the tower set back 325' from the property line. The new regulations as proposed would require that the tower set back the height of the tower plus the underlying setback.

This set of regulations was provided by JEO Consulting, Inc. the company that worked on the 2004 update. They began using these regulations after our update. Staff has reviewed the regulations and modified them to fit the needs of Grand Island.

The new regulations also allow Small Wind Energy Conversion Systems (SWECS) in all zoning districts. The height of the tower is limited to 80' or the allowable height for a structure in residential districts or properties being use for residential purposes. The tower must be able to meet the setbacks. The minimum lot size for a SWECS is 20,000 square feet. This means that a SWECS will not be allowed on most residential lots in Grand Island.

One concern that staff has is how to regulate and enforce the noise sections of these changes. Leaving the noise levels off of these regulations and letting this be a regular noise ordinance violation was considered by staff. It is very difficult to enforce noise regulations because you have to be at the site when the noise is being made to measure the noise levels. In this case if the wind speed drops or the system shuts down and swings out of the wind the noise level will change and may drop below the 60db levels in the regulations. (60 db is about as loud as an air conditioner outside at a distance of about 20 feet) ¹

¹ Simonds, John Ormsbee, *Earthscape : a manual of environmental planning*, p 124
New York : McGraw-Hill, c1978

Commercial Wind Energy Conversion Systems (WECS) are also allowed under these regulations. They would be a conditional use in the AG-2 Secondary Agriculture, TA Transitional Agriculture and the AG-SI Special Agriculture/Industrial zones. We are not proposing to allow these in the AG-1 Primary Agriculture zone due to the proximity of that zone to the Airport. A WECS would be any system that generates more than 100KW. These would need to meet all of the requirements in the regulations and receive a conditional use permit prior to beginning construction.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council **approve** the changes to the Grand Island Zoning Ordinance as requested.

_____ Chad Nabity AICP, Planning Director

§36-8. Definitions

Recreational Vehicle Pad: a space for parking a recreational vehicle within a campground or other allowed place consisting of no less than 800 square feet with a minimum width of 12 feet. Improvements included within the pad space include 1 hard surfaced improved parking space of not less than 180 square feet (20 x 9 or 18 x 10) and 2 hard surfaced improved parallel tire pads of not less than 2.5 feet by 24 feet.

36-103 Wind Energy Conversion Systems

Definitions

The following are defined for the specific use of this section.

- A. **Aggregate Project** shall mean projects that are developed and operated in a coordinated fashion, but which have multiple entities separately owning one or more of the individual WECS within the larger project. Associated infrastructure such as power lines and transformers that service the facility may be owned by a separate entity but are also part of the aggregated project.
- B. **Commercial WECS** shall mean a wind energy conversion system of equal to or greater than 100 kW in total name plate generating capacity.
- C. **Connector Line** shall mean any power conductor that carries electrical power from one or more wind turbines to the point of interconnection with the distribution system.
- D. **Hub Height** shall mean the distance from ground level as measured to the centerline of the rotor.
- E. **Fall Zone** shall mean the area, defined as the furthest distance from the tower base, in which a guyed or tubular tower will collapse in the event of a structural failure. This area may be less than the total height of the structure.
- F. **Meteorological Tower** shall mean, for purposes of this regulation, a tower which is erected primarily to measure wind speed and directions plus other data relevant to siting a Wind Energy Conversion System. Meteorological towers do not include towers and equipment used by airports, the Nebraska Department of Roads, or other applications to monitor weather conditions.
- G. **Property Line** shall mean the boundary line of the area over which the entity applying for a Wind Energy Conversion System permit has legal control for the purpose of installing, maintaining and operating a Wind Energy Conversion System.

- H. **Public Conservation lands** shall mean land owned in fee title by State or Federal agencies and managed specifically for conservation purposes, including but not limited to State Wildlife Management Areas, State Parks, federal Wildlife Refuges and Waterfowl Production Areas. For purposes of this regulation, public conservation lands will also include lands owned in fee title by non-profit conservation organizations, Public conservation lands will also include private lands upon which conservation easements have been sold to public agencies or non-profit conservation organizations.
- I. **Rotor Diameter** shall mean the diameter of the circle described by the moving rotor blades.
- J. **Small Wind Energy Conversion System (SWECS)** shall mean a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 100 kW and which is intended to primarily reduce on-site consumption of utility power.
- K. **Substations** shall mean any electrical facility to convert electricity produced by wind turbines to a higher or lower voltage for interconnection with transmission lines.
- L. **Total Height** shall mean the highest point, above ground level, reached by a rotor tip or any other part of the Wind Energy Conversion System.
- M. **Tower** shall mean the vertical structures, including the foundation, that support the electrical generator, rotor blades, or meteorological equipment.
- N. **Tower Height** shall mean the total height of the Wind Energy Conversion System, between the ground level at the base of the tower and the top of the tower, exclusive of the rotor blades.
- O. **Transmission Line** shall mean the electrical power lines that carry voltages of at least 69,000 volts (69 KV) and are primarily used to carry electric energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers.
- P. **Wind Energy Conversion System (WECS)** shall mean an electrical generating facility comprised of one or more wind turbines and accessory facilities, including but not limited to: power lines, transformers, substations and meteorological towers that operate by converting the kinetic energy of wind into electrical energy, which may be used on-site or distributed into the electrical grid.

- Q. **Wind Turbines** shall mean any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy using airfoils or similar devices to capture the wind.

Small Wind Energy Conversion Systems

Purpose

It is the purpose of this regulation to promote the safe, effective and efficient use of wind energy systems installed to reduce the on-site consumption of utility supplied electricity.

Requirements

Small wind energy conversion systems shall be permitted as an Accessory Use within any district where the use is listed and allowed. Certain requirements as set forth below shall be met:

A. Tower Height

1. For all residential or residentially zoned properties tower height shall be limited to 80 feet or the maximum height for a structure in that district, tower must meet required setbacks.
2. For non-residential or non-residentially zoned properties between 20,000 square feet and one acre tower height shall be limited to 80 feet or the maximum height for a structure in that district, tower must meet required setbacks.
3. For non-residential or non-residentially zoned properties greater than one acre in size, there is no limitation on tower height, except that the tower must meet required setbacks.

B. Minimum Lot Size

1. Towers shall not be permitted on any lot of less than 20,000 square feet

C. Setbacks

1. No part of the wind system structure, including guy-wire anchors, may extend closer than 10 feet to the property lines of the installation site; tower must meet required underlying setbacks.

D. Noise

1. Small wind energy systems shall not exceed 60 dBA, as measured at the closet neighboring inhabited dwelling unit.
2. The noise level may be exceeded during short term events such as utility outages and/or severe wind storms, wind speeds of greater than 50 miles per hour.

E. Approved Wind Turbines

1. Small wind turbines must have been approved under the Emerging Technologies program of the California Energy Commission or any other small certification program recognized by the American Wind Energy Association.

F. Compliance with Building and Zoning Codes

1. Applications for small wind energy systems shall be accomplished by standard drawings of the wind turbine structure, including the tower base, and footings.
2. An engineering analysis of the tower showing compliance with official building code of the governing body and/or the State of Nebraska and certified by a licensed professional engineer shall also be submitted.

G. Compliance with FAA Regulations

1. Small wind energy conversion systems must comply with applicable FAA regulations, including any necessary approvals for installations close to airports.
2. No small wind energy system shall be installed until evidence has been given that the Central Nebraska Regional Airport has been informed of the applicant's intent to install a SWECS.

H. Compliance with National Electrical Code

1. Permit applications for small wind energy systems shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code and the National Electric Safety Code.

I. Utility Notification

1. No small wind energy system shall be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator.
2. Off-grid systems shall be exempt from this requirement.

Setbacks

All towers for SWECS shall adhere to the setbacks established in the following table:

	Required Setbacks for SWECS Towers
Property Lines	One times the total height plus underlying setback
Road Rights-of-Way*	One times the total height plus underlying setback
Other Rights-of-Way	One times the total height plus underlying setback

* The setback shall be measured from any future Rights-of-Way if a planned change or expanded Right-of-Way is known.

Commercial/Utility Grade Wind Energy Conversion Systems

Purpose

It is the purpose of this regulation to promote the safe, effective and efficient use of commercial/utility grade wind energy conversion systems within the City of Grand Island and its Extraterritorial Zoning Jurisdiction

Requirements

Commercial/Utility Grade wind energy systems shall be a Conditional Use within the AG-2 Secondary Agricultural District, the TA Transitional Agriculture District and the AG-SI Special Agriculture/Industrial Zone. The following requirements and information shall be met and supplied:

- A. The name(s) of project applicant.
- B. The name of the project owner.
- C. The legal description and address of the project.
- D. A description of the project including: Number, type, name plate generating capacity, tower height, rotor diameter, and total height of all wind turbines and means of interconnecting with the electrical grid.
- E. Site layout, including the location of property lines, wind turbines, feeder lines, and all related accessory structures. This site layout shall include distances and be drawn to scale.
- F. Certification by an Engineer competent in disciplines of WEC's.
- G. Documentation of land ownership or legal control of the property.
- H. The latitude and longitude of individual wind turbines; included with this shall be an area or zone in close proximity that meets all setbacks; where actual WEC will be considered.
- I. A USGS topographical map, or map with similar data, of the property and surrounding area, including any other Wind Energy Conversion System, within 10 rotor distances of the proposed Wind Energy Conversion System not owned by the applicant.
- J. Location of migratory waterfowl flyways, wetlands, scenic, and natural areas within 1,320 feet of the proposed Wind Energy Conversion System.
- K. An Acoustical Analysis that certifies that the noise requirements within this regulation can be met
- L. The applicant shall supply the emergency management agency and/or fire departments with a basic emergency response plan.
- M. FAA and FCC permit, if necessary. Applicant shall submit permit or evidence that the permit has been filed with the appropriate agencies and that the Central Nebraska Regional Airport has been notified of the project.
- N. Evidence that there will be no inference with any commercial and/or public safety communication towers.
- O. Decommissioning Plan as required by this regulation.

Setbacks

All towers shall adhere to the setbacks established in the following table:

	Wind Turbine – Commercial/Utility WECS	Meteorological Towers
<u>Property Lines</u>	<u>150 feet from property lines; however, the setback may be less when two adjoining property owners are within the aggregate project.</u>	<u>One times the tower height.</u>
<u>Neighboring Dwelling Units</u>	<u>1,000 feet</u>	<u>One times the tower height.</u>
<u>Road Rights-of-Way*</u>	<u>One-half the rotor diameter.</u>	<u>One times the tower height.</u>
<u>Other Rights-of-Way</u>	<u>NA</u>	<u>NA</u>
<u>Wildlife Management Areas and State Recreational Areas</u>	<u>600 feet</u>	<u>600 feet</u>
<u>Wetlands, USFW Types III, IV, and V</u>	<u>600 feet</u>	<u>600 feet</u>
<u>Other structures and cemeteries adjacent to the applicant's sites</u>	<u>One-half the rotor diameter.</u>	<u>One times the tower height.</u>
<u>Other existing WECS not owned by the applicant.</u>	<u>NA</u>	<u>NA</u>

* The setback shall be measured from any future Rights-of-Way if a planned change or expanded Right-of-Way is known.

Special Safety and Design Standards

All towers shall adhere to the following safety and design standards:

- A. Clearance of rotor blades or airfoils must maintain a minimum of 12 feet of clearance between their lowest point and the ground.
- B. All Commercial/Utility WECS shall have a sign or signs posted on the tower, transformer and substation, warning of high voltage. Other signs shall be posted on the tower base or perimeter fencing with emergency contact information.
- C. All wind turbines, which are a part of a commercial/utility WECS, shall be installed with a tubular, monopole type tower.
- D. Consideration shall be given to painted aviation warnings on all towers less than 200 feet.
- E. Color and finish:
All wind turbines and towers that are part of a commercial/utility WECS shall be white, grey, or another non-obtrusive color. Blades may be black in order to facilitate deicing. Finishes shall be matte or non-reflective.
- F. Lighting:
Lighting, including lighting intensity and frequency of strobe, shall adhere to but not exceed requirements established by the FAA permits and regulations. Red strobe lights shall be used during nighttime illumination

to reduce impacts on neighboring uses and migratory birds. Red pulsating incandescent lights should be avoided.

G. Other signage:

All other signage shall comply with the sign regulations found in the City Code.

H. Feeder Lines:

All communications and connector lines associated with the project distribution system installed as part of a WECS shall be buried. Where obstacles to the buried lines create a need to go above ground, these lines may be placed above ground only to miss the obstacle.

I. Waste Disposal:

Solid and Hazardous wastes, including but not limited to crates, packaging materials, damaged or worn parts, as well as used oils and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable local, state and federal regulations.

J. Discontinuation and Decommissioning:

A WECS shall be considered a discontinued use after one year without energy production, unless a plan is developed and submitted to the Zoning Administrator outlining the steps and schedule for returning the WECS to service. All WECS and accessory facilities shall be completely removed to twelve feet below ground level within 180 days of the discontinuation of use. The 180 days may be extended if proof of weather delays is provided.

Each Commercial/Utility WECS shall have a Decommissioning plan outlining the anticipated means and cost of removing WECS at the end of their serviceable life or upon use being discontinued. The cost estimates shall be made by a competent party; such as a Professional Engineer, a contractor capable of decommissioning or a person with suitable expertise or experience with decommissioning. The plan shall also identify the financial resources that will be available to pay for decommissioning and removal of the WECS and accessory facilities. The initial plan shall be submitted with the application. An updated plan shall be filed with the City every 5 years.

K. Noise:

No Commercial/Utility WECS shall exceed 50 dBA at the nearest structure or use occupied by humans.

L. Interference:

The applicant shall not cause interference with power quality of area utility feeder circuits and shall not introduce noise to the connected electric distribution system. WECS shall not cause interference with any

commercial or public safety electromagnetic communications, such as radio, telephone, microwaves, or television signals. The applicant shall notify all electric utilities and communication tower operators within five miles of the proposed WECS location upon application for permits.

M. Environmental Permits:

The developer shall present evidence the project meets the environmental permitting requirements of all applicable state and federal agencies if such permits are required.

N. Drainage System:

The applicant shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation or maintenance of the WECS.

~~§36-103. Wind Energy Systems~~

~~In any zoning district, a conditional use permit may be granted to allow wind energy conversion system, including such devices as wind charger, windmill, or wind turbine; subject to the following conditions:~~

- ~~–(A) The distance from any tower support base to any tower support base of another wind energy device under other ownership shall be a minimum of five (5) rotor distances figured by the size of the largest rotor.~~
- ~~–(B) The wind energy system operation shall not cause interference to the radio and television reception on adjoining property.~~
- ~~–(C) To limit climbing access to the tower, a fence six (6) feet high with a locking portal shall be placed around the tower base or the tower climbing apparatus shall be limited to no more than twelve feet from the ground, or the tower may be mounted on a roof top.~~
- ~~–(D) The setback distances from all lot lines to any tower support base shall be determined according to the following setback table:~~

SETBACK TABLE

<u>Rotor Diameter</u>	<u>Setback Distance</u>	<u>Minimum Lot Area⁺</u>
5 feet	100 feet	1.0 Acre
10 feet	165 feet	2.5 Acres
15 feet	220 feet	4.5 Acres
20 feet	270 feet	6.75 Acres
25 feet	310 feet	9.0 Acres
30 feet	340 feet	10.75 Acres
35 feet or larger	365 feet	12.25 Acres

~~⁺Where there are several towers under single ownership the minimum lot areas may be adjusted down provided the minimum setback distances are met on all perimeter units. In addition, the landing areas for all internal towers and rotors shall be within the property owned by the operator.~~

- ~~–(E) Data pertaining to the machine's turbine safety and stability shall be filed with the application. Such data shall include turbine safety and acceptance results from tests conducted by a qualified individual or organization based upon standards set by the U.S. Department of Energy (DOE), Electric Power Research Institute (EPRI) Utility Wind Turbine Verification Program. (U.S. Department of Energy — EPRI Wind Turbine Verification Program. Electric Power Research Institute — 3412 Hillview Avenue, Palo Alto, California 94304.)~~
- ~~–(F) The application shall provide covenants, easements, or similar documentation from the abutting owners providing access to wind sufficient for its adequate operation, unless adequate accessibility to the wind is provided on the site.~~



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item E4

**Public Hearing Concerning Change of Zoning for Land Located in
SE1/4, NE1/4 Section 25-11-10 from TA Transitional Agricultural
to M1 Light Manufacturing**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Hall County Regional Planning Department

Meeting: March 24, 2009

Subject: To rezone approximately 32 acres of land west of U.S. Highway 281 Road and south of Stolley Park Road, from TA-Transitional Agriculture to M1-Light Manufacturing

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

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

Background

A request has been received to consider rezoning approximately 32 acres of land west of U. S Highway 281 Road and south of Stolley Park Road, from TA Transitional Agriculture to M1 Light Manufacturing. This property is currently owned by Case New Holland and is adjacent to their existing facility the change would permit them to expand in this direction.

Discussion

Attached you will find the Planning Directors report to the Planning Commission on this item with a summary of the changes.

At the regular meeting of the Regional Planning Commission, held March 4, 2009, the above item was considered following a public hearing

No members of the public spoke in favor or opposed to the rezone request.

Alternatives

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

1. Approve the rezone request as presented
2. Modify the rezone request to meet the wishes of the Council
3. Deny the request for a zoning change
4. Postpone the issue

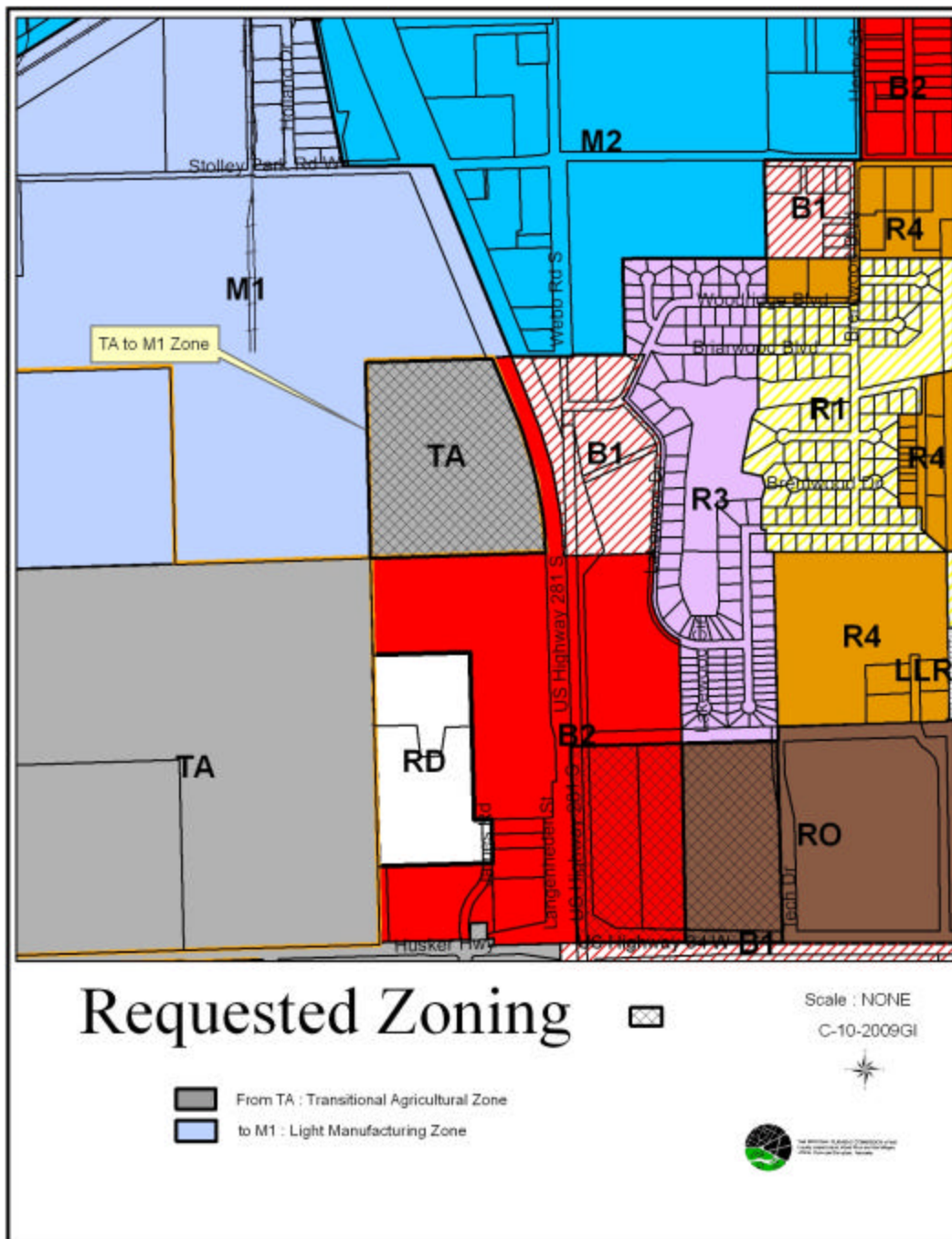
Recommendation

At the March 4, 2009 meeting of the Hall County Regional Planning Commission a public hearing was held to take comment on this request for annexation and no members of the public presented testimony. A motion was made by Haskins and seconded by Snodgrass, to recommend approval of rezoning request finding that it is consistent with the City's Comprehensive Plan.

A roll call vote was taken and the motion passed with 7 members present (Aguilar, Amick, Ruge, Hayes, Haskins, Bredthauer, Snodgrass) voting in favor.

Sample Motion

Move to approve the ordinance amending the zoning map for this property from TA Transitional Agriculture to M1 Light Manufacturing.



Agenda Item #4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

February 18, 2009

SUBJECT: *Zoning Change (C-10-2009GI)*

PROPOSAL: To rezone approximately 32 acres of land west of U.S. Highway 281 Road and south of Stolley Park Road, from TA-Transitional Agriculture to M1-Light Manufacturing. The property is currently owned by Case New Holland and adjacent to their existing facility the change would permit them to expand in this direction.

OVERVIEW:

Site Analysis

Current zoning designation:

TA-Transitional Agriculture.

Permitted and conditional uses:

TA Agricultural uses including: raising of livestock, but not confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres.

Comprehensive Plan Designation:

Designated for future development as manufacturing.

Existing land uses.

Agricultural crops

Adjacent Properties Analysis

Current zoning designations:

North and West: M1 – Light Manufacturing

South: B2- General Business

West: B1-Light Business,

Permitted and conditional uses:

M1 – Light Manufacturing – A variety of warehousing, storage, light manufacturing and office uses and no residential uses. Minimum lot size of 20,000 square feet with 50% coverage **TA** Agricultural uses including: raising of livestock, but not confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres. **B2-** General Business General service, retail and wholesale commercial uses including outdoor sales and Billboards. Minimum Lot size of 3000 square feet with 100% coverage. **B1**-Light Business, Neighborhood commercial services, offices, limited outdoor sales. Minimum Lot size of 3000 square feet with 75% coverage

Comprehensive Plan Designation:

North and West: Designated for manufacturing.

South and East: Designated for Highway Commercial uses

Existing land uses:

North and West: Case New Holland Manufacturing Plant

South: Vacant Property and Apartments

East: Commercial Property and U.S. Highway 281

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for manufacturing uses (typically M1 or M2).
- *Accessible to Existing Municipal Infrastructure:* City water and sewer services are available and can be extended to serve the rezoning area.
- *Accessible to Transportation Infrastructure:* The site located adjacent to U.S. Highway 281 has full access to the highway at the southeast corner of the property.
- *Would provide additional manufacturing property:* This would provide for more manufacturing oriented property in an area already heavily populated with heavy manufacturing. The proposed use would support the existing similar manufacturing uses specifically Case New Holland.
- *Would allow for the expansion of an existing business in an appropriate place near their existing location:* This would provide more area for the growth of Case New Holland

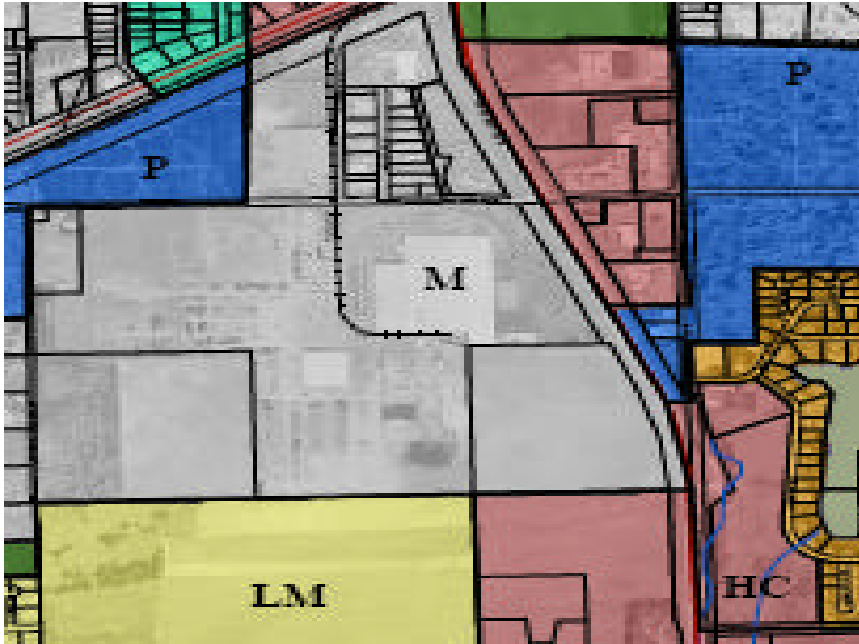
Negative Implications:

- *None Foreseen:*

Other Considerations

This property is adjacent to the existing Case New Holland facility. Expansion of their current facility is limited due to building codes. This change would support and allow continued expansion of Case New Holland at this location.

The comprehensive plan shows this property as designated manufacturing uses. It was anticipated while writing the plan that this would be an appropriate location for the expansion of the Case New Holland plant. The future land use map is shown below.



Future Land Use Map of the Area as approved in the Grand Island Comprehensive Plan

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from TA-Transitional Agriculture to M1- Light Manufacturing as requested and shown on the attached map.

_____ Chad Nabity AICP, Planning Director



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item E5

**Public Hearing Concerning Change of Zoning for Land Located at
4155 East U.S. Highway 30 from B2 General Business to M2
Heavy Manufacturing**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Hall County Regional Planning Department

Meeting: March 24, 2009

Subject: To Rezone Approximately 14.685 Acres of Land South U.S. Highway 30 at Capital Avenue from B2 General Business to M2 Heavy Manufacturing

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

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

Background

A request has been received to consider rezone approximately 14.685 acres of land south of U.S. Highway 30 at Capital Avenue, from B2 General Business to M2 Heavy Manufacturing. The stated purpose of this rezoning request is to permit Aurora Cooperative the ability to move operations from their Lincoln Avenue Location in the center of town to the outskirts of town.

Discussion

Attached you will find the Planning Directors report to the Planning Commission on this item with a summary of the changes.

At the regular meeting of the Regional Planning Commission, held March 4, 2009, the above item was considered following a public hearing

Nabity read two letters in opposition of this change of zone into the record. Copies of the letters are attached. They are both unsigned but were considered by the planning commission.

Don Engle, representing Aurora Coop was at the meeting to speak in favor of the project. Mr. Engle indicated that Aurora Coop is aware that this is an entrance into the City Of Grand Island and that they intend to construct a new building on the site and locate storage tanks on behind the buildings. The view from the road will be of the buildings not of the storage tanks.

Alternatives

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

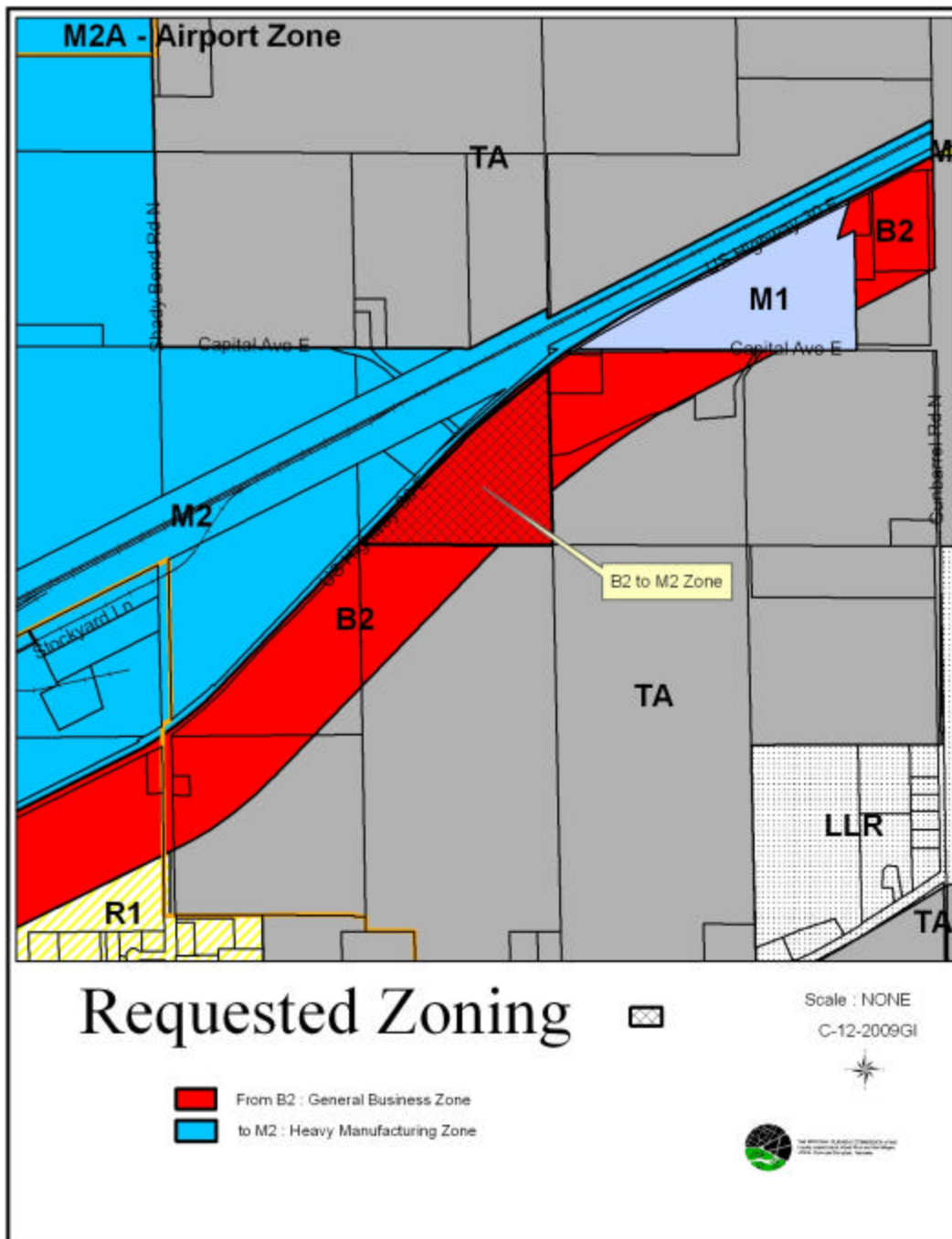
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Deny the rezoning request
4. Postpone the issue

Recommendation

At the March 4, 2009 meeting of the Hall County Regional Planning Commission a public hearing was held to take comment on this request for annexation and no members of the public presented testimony. A motion was made by Ruge and seconded by Aguilar, to recommend the approval of rezoning request for 4155 East U.S. Hwy. 30, as presented, with an additional recommendation that the letters from Merrick County residents be forwarded on to City Council as well and finding that the request is consistent with the Grand Island Comprehensive Plan. A roll call vote was taken and the motion passed with 7 members present (Ruge, Hayes, O'Neill, Bredthauer, Snodgrass, Aguilar, and Amick) all voting in favor.

Sample Motion

Move to approve the ordinance to amend the zoning map and rezone this property from B2 General Business to M2 Heavy Manufacturing.



Agenda Item # 6

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

February 19, 2009

SUBJECT: *Zoning Change (C-12-2009GI)*

PROPOSAL: To rezone approximately 14.685 acres of land south U.S. Highway 30 at Capital Avenue from B2 General Business to M2 Heavy Manufacturing. The purpose of this rezoning is to permit Aurora Cooperative the ability to move operations from their Lincoln Avenue location in the center of town to the outskirts of town.

OVERVIEW:

Site Analysis

Current zoning designation:

Permitted and conditional uses:

Comprehensive Plan Designation:

Existing land uses.

Proposed Zoning Designation

B2 – General Business

B2- General Business General service, retail and wholesale commercial uses including outdoor sales and Billboards. Minimum Lot size of 3000 square feet with 100% coverage.

Designated for future development as a mixed use manufacturing a mixture of commercial and industrial uses.

Vacant retail store

M2 –Heavy Manufacturing - A wide variety of warehousing, storage, manufacturing and industrial uses and no residential uses. Storage wholesale and retail sale of grain/seed and agricultural chemicals permitted. Minimum lot size of 6000 square feet with 65% coverage.

Adjacent Properties Analysis

Current zoning designations:

Permitted and conditional uses:

North and West: M2- Heavy Manufacturing

South and East: TA- Transitional Agriculture, **B2-** General Business

M2 –Heavy Manufacturing - A wide variety of warehousing, storage, manufacturing and industrial uses and no residential uses. Storage wholesale and retail sale of grain/seed and agricultural chemicals permitted. Minimum lot size of 6000 square feet with 65% coverage. **TA** Agricultural uses including: raising of livestock, but not confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres. Minimum lot size 20 acres. **B2-** General Business General service, retail and wholesale commercial uses including outdoor sales and

Comprehensive Plan Designation: Billboards. Minimum Lot size of 3000 square feet with 100% coverage.
North, East, South, West: Designated for mixed use manufacturing.

Existing land uses: **North and West:** U.S. Highway 30 and Union Pacific Rail Road, Used Car Lot, Vacant Property
South: Farm Ground
East: Farm Ground, Triangle East Industrial Park

EVALUATION:

Positive Implications:

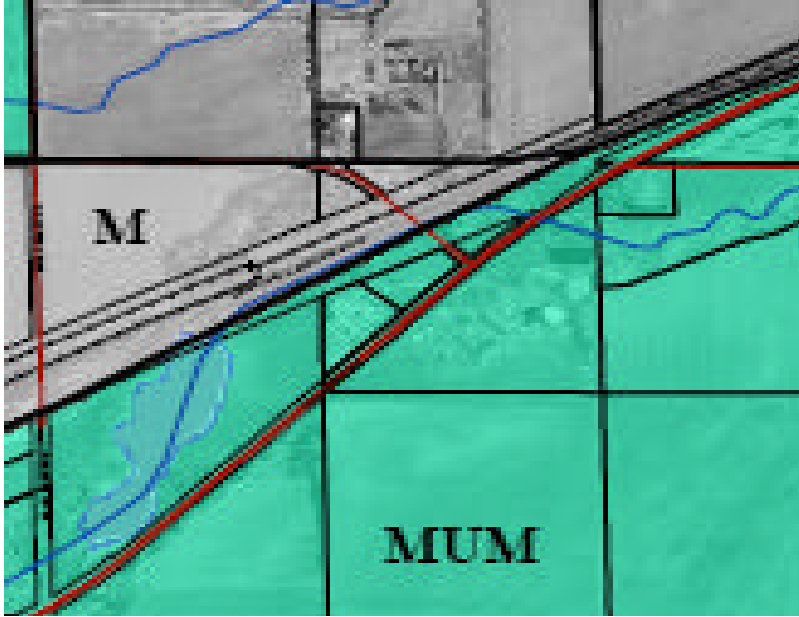
- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated mixed use manufacturing uses (typically B2 to M2 zoning).
- *Would provide space to move a manufacturing use from the center of town to a more appropriate location:* This would allow the Aurora Coop to move their chemical storage from their current location to one on the outskirts of town.
- *Good access to transportation systems:* This site has good access to U.S. Highway 30 and county roads used to reach nearby farming operations.

Negative Implications:

- *Changes the Neighborhood:* For many years, while this property was used as a garden center it provided an attractive entrance into the community. The change to allow a heavier use may result in a less pleasant entry. A less pleasant entry may also result if the property is left vacant though or if it is used as just a retail establishment by the Coop.

Other Considerations

The this property is already intended for possible manufacturing uses as shown below on the Future Land Use Map for the City of Grand Island.



Future Land Use Map of the Area as approved in the Grand Island Comprehensive Plan

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from B2-General Business to M2-Heavy Manufacturing as requested and shown on the attached map.

_____ Chad Nabity AICP, Planning Director

3-3-09

Chad Mabury

Please present my opinions at your zoning-planning meeting to be concerning Sundance.

Seeing the "Welcome to G.D." sign, and then a few feet farther, all the fertilizer equip, trucks, and ammonia tanks, the welcome won't be quite so pretty.

How nice it would be with a neat little mall, car business, or grocery store.

This fertilizer business should not be in view as something in a pretty city setting.

Maybe it could be south of "Shady Bend" on east side of road, out of view from Highway³⁰, and there would be a stop light there already.

The Capital Ave. & Hwy 30 intersection is bad already & the traffic is heavy on Hwy 30.

Fertilizer business ^{starts early in morning} continues until late hours in the summer.

Another site could be north of Aurora Coop on Shady Bend Road, north of the R.R. track, on either the west or east side, or the field west of Ron Robinson's house. The land north of the track has been for sale for years.

Please consider these ideas! Thanks.

Please give to Chad Nabity

2-28-092

Chad Nabity, Regional Director
Regional Planning Commission

PLEASE READ THIS AT YOUR 6 PM MEETING AT CITY HALL CONCERNING
REZONING FOR THE "Sundance Property"

As a Merrick County landowner and resident, I want to comment on the already heavy traffic on Highway 30, east of Grand Island. Nearly every morning when going to Grand Island, at the intersection of Highway 30 and East Capital Avenue, I always have to wait 2 – 5 minutes to gain access to Highway 30. Today, a Saturday morning, I had to wait 8 minutes.

We don't think Aurora Co-op should be located at the Sundance property location. With semi's hauling in all the liquid fertilizer, bulk fertilizer, bagged fertilizer, all the different liquid and bagged herbicides, liquid and bagged pesticides, plus the millions of gallons of ammonia brought in, and then all of this again hauled out again by their employees or farmers, this will be a very dangerous spot in the road. Besides all of these tanks of ammonia being hauled out, there will be a lot of dangerous slow moving equipment constantly going in and out.

Besides this, there is always the chance for chemical spills which could be big, and even the little ones are bad.

Merrick County residents don't need anymore chemicals in their groundwater.

A good place for their fertilizer plant would be at the former garbage dump site on Capital Avenue, south of the airport, so any spills would flow along with the garbage dump site chemicals that currently flow North East to the golf course and farther on.

Can't we even have one nice entrance to Grand Island?

Merrick County Residents



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item F1

#9208 - Consideration of Changes to the Grand Island City Code Chapter 36 Relative to the Definition of Recreational Vehicle Pad

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9208

An ordinance to amend Chapter 36 of the Grand Island City Code specifically, to amend Section 36-8 to add a definition for Recreational Vehicle Pad; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

SECTION 1. Section 36-8 of the Grand Island City Code is hereby amended to read as follows:

§36-8. Definitions

Abandonment shall mean to cease or discontinue a use or activity without intent to resume as distinguished from short term interruptions such as during periods of remodeling, maintenance, or normal periods of vacation or seasonal closure.

Abut, Abutting shall mean to border on, being contiguous with or have property or district lines in common, including property separated by an alley.

Access or Access Way shall mean the place, means, or way by which pedestrians and vehicles shall have safe, adequate and usable ingress and egress to a property or use as required by this chapter.

Accessory Building (see Building, accessory)

Accessory Living Quarters shall mean living quarters within an accessory building located on the same premises with the main building, for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling unit.

Accessory Structure shall mean a detached subordinate structure located on the same lot with the principal structure, the use of which is incidental and accessory to that of the principal structure.

Accessory Use shall mean a use incidental, related, appropriate and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of the subject lot or affect other properties in the district.

Acreage shall mean any tract or parcel of land which does not qualify as a farm or development.

Adjacent shall mean near, close, or abutting; for example, an Industrial District across the street or highway from a Residential District shall be considered as "Adjacent".

Adult Cabaret shall mean cabaret that features go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers.

Adult Companionship Establishment shall mean an establishment which provides the service of engaging in or listening to conversation, talk or discussion between an employee of the establishment and a customer, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

Adult Establishment shall mean any business which offers its patrons services or entertainment characterized by an emphasis on matters depicting, exposing, describing, discussing or relating to "specified sexual activities" or "specified anatomical areas," including, but without limitation, to adult bookstores, adult motion picture theaters, saunas, adult companionship establishments, adult health clubs, adult cabarets, adult novelty businesses, adult motion picture arcades, adult modeling studios, adult hotel or motel, and adult body painting studios.

Adult Hotel or Motel shall mean a hotel or motel from which minors are specifically excluded from patronage and wherein material is presented which is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas."

ORDINANCE NO. 9208 (Cont.)

Adult Massage Parlor, Health Club shall mean a massage parlor or health club which restricts minors by reason of age, and which provides the services of massage, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

Adult Mini-Motion Picture Theater shall mean a business within an enclosed building with a capacity for less than 50 persons used for presenting visual-media material if such business as a prevailing practice excludes minors by virtue of age, or if said material is distinguished or characterized by an emphasis on the depiction or description of "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

Adult Motion Picture Arcade shall mean any place to which the public is permitted or invited wherein coin or slug-operated or electronically, electrically or mechanically controlled still or motor picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing "specified sexual activities" or "specified anatomical areas."

Adult Motion Picture Theaters shall mean a business within an enclosed building with a capacity of 50 or more persons used for presenting visual media material if said business as a prevailing practice excludes minors by virtue of age, or if said material is distinguished or characterized by an emphasis on the depiction or description of "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

Adult Novelty Business shall mean a business which has as a principal activity the sale of devices which simulate human genitals or devices, which are designed for sexual stimulation.

Adult Sauna shall mean a sauna which excludes minors by reason of age, or which provides a steam bath or heat bathing room used for the purpose of bathing, relaxation, or reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent, if the service provided by the sauna is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

Aesthetic Zoning shall mean zoning to accomplish a standard of exterior architectural appeal and/or neighborhood harmony.

Agricultural and Farm Buildings and Structures shall mean any building or structure which is necessary or incidental to the normal conduct of a farm including but not limited to residence of the operator, residence of hired men, barns, buildings and sheds for housing livestock, poultry and farm machinery, buildings for the storage or shelter of grain, hay and other crops, silos, windmills and water storage tanks.

Agricultural Operations (see "Farming")

Agriculture shall mean the use of land for agricultural purposes, of obtaining a profit by raising, harvesting, and selling crops or by the feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products, or any other agricultural or horticultural use. Agricultural use shall not be construed to include any parcel of land of less than twenty acres or any non-agricultural commercial or industrial development.

Airport shall mean any area which is used or is intended to be used for the taking off and landing of aircraft, including helicopters, and any appurtenant areas which are used or are intended to be used for airport buildings or facilities, including open spaces, taxiways, and tie-down areas.

Airport Hazard Zone consists of Operation Zones, Approach Zones, Turning Zones and Transition Zones. The outer boundary of the Hazard Zone is composed of a series of connected tangents and simple curves that also constitute the outer boundaries of the Approach and Turning Zones.

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

Alteration shall mean any change, addition or modification in construction or occupancy of an existing structure.

Alteration, Structural (see Structural alteration)

Amendment shall mean a change in the wording, context, or substance of this chapter, an addition or deletion or a change in the district boundaries or classifications upon the zoning map.

Amusement Arcade shall mean a building or a part of a building where five or more pinball machines, video games, or other similar player-orientated amusement devices are available and are maintained for use.

Amusement Park shall mean a facility, primarily outdoors, that may include structures and buildings, where there are various devices for entertainment, including rides, booths for the conduct of games or sale of items, buildings for shows and entertainment, and restaurants and souvenir sales.

Animal Hospital shall mean a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short-time boarding and shall be only incidental to such hospital use.

ORDINANCE NO. 9208 (Cont.)

Animals, Domestic (see Household pet)

Animal Unit (see Livestock Feeding Operation)

Animals, Farm shall mean livestock associated with agricultural operation, commonly kept or raised as a part of a agricultural operation including but not limited to horses, cattle, sheep, swine, goats, chickens and turkeys.

Antenna see definition in §36-169 of this chapter.

Antique Shops shall mean a place offering primarily antiques for sale. An antique for the purpose of this chapter shall be a work of art, piece of furniture, decorative object, or the like, of belonging to the past, at least 30 years old.

Apartment shall mean a room or a suite of rooms within an apartment house or multiple family dwelling arranged, intended or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit. (Also, see Dwelling Unit.)

Apartment House (see Dwelling, multiple family)

Appearance shall mean the outward aspect visible to the public.

Appropriate shall mean the sympathetic, or fitting, to the context of the site and the whole community.

Appurtenances shall mean the visible, functional objects accessory to and part of buildings.

Architectural Character see Architectural Concept

Architectural concept shall mean the basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development that produces the architectural character.

Architectural feature shall mean a prominent or significant part or element of a building, structure, or site. Architectural features may include special lines, massing, and/or texture.

(A) **Lines** shall mean visual elements of the building, either within the façade or on the building edge, which are in a linear form either horizontally or vertically and may be composed of masonry, glass, or other related materials.

(B) **Mass** shall pertain to the volume, bulk of a building or structure.

(C) **Texture** shall mean the quality of a surface, ranging from mirror finish, smooth, to coarse and unfinished.

Architectural style shall mean the characteristic form and detail, as of buildings of a particular historic period.

Artisan Production Shop shall mean a building or portion thereof used for the creation of original handmade works of art or craft items by more than three but less than six artists or artisans, as either a principal or accessory use.

Artist Studio shall mean a place designed to be used, or used as, both a dwelling place and a place of work by an artist, artisan, or craftsperson, including persons engaged in the application, teaching, or performance of fine arts such as, but not limited to, drawing, vocal or instrumental music, painting, sculpture, and writing.

Attached Permanently shall mean attached to real estate in such a way as to require dismantling, cutting away, unbolting from permanent foundation or structural change in such structure in order to relocate it to another site.

Attractive shall mean having qualities that arouse interest and pleasure in the observer.

Automatic Teller Machine (ATM) shall mean an automated device that performs banking or financial functions at a location remote from the controlling financial institution.

Automobile Wrecking Yard see Salvage Yard as defined herein.

Ballroom shall mean a place or hall used for dancing, other than those listed under the definition of “Adult Cabaret”. Ballrooms may also be used for reunions, weddings and receptions.

Bar shall mean any establishment whose principal business is serving alcoholic beverages at retail for consumption on the premises. (Also, see Nightclub.)

Beacon shall mean any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

Bed and Breakfast Inn shall mean a house, or portion thereof, where short-term lodging rooms and meals are provided. The operator of the inn shall live on the premises.

Bedroom shall mean a room within a dwelling unit planned and intended for sleeping, separable from other rooms by a door or doorway.

Berm shall mean a raised form of earth to provide screening or to improve the aesthetic character.

Best Interests of Community shall mean interests of the community at large and not interest of the immediate neighborhood.

Billboard shall mean an outdoor advertisement sign which directs attention to a business commodity, service, or entertainment conducted, sold, or offered elsewhere than upon the premises where such sign is located or to which it is affixed.

ORDINANCE NO. 9208 (Cont.)

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

Block Frontage shall mean that section of a block fronting on a street between two intersecting streets or other block boundary.

Board of Adjustment shall mean that board that has been created by the city and which has the statutory authority to hear and determine appeals, interpretations of, and variances to the zoning regulations.

Boarding or Rooming House shall mean a building containing a single dwelling unit and provisions for not more than five (5) guests, where lodging is provided with or without meals for compensation.

Brew-on Premises Store shall mean a facility that provides the ingredients and equipment for a customer to use to brew malt liquor at the store. Brew-on-premises stores do not include the sale of intoxicating liquor, unless the owner of the brew-on-premises store holds the appropriate liquor license.

Brew Pub shall mean a restaurant or hotel which includes the brewing of beer as an accessory use. The brewing operation processes water, malt, hops, and yeast into beer or ale by mashing, cooking, and fermenting. By definition, these establishments produce no more than 10,000 barrels of beer or ale annually. The area, by definition, used for brewing, including bottling and kegging, shall not exceed 25 percent of the total floor area of the commercial space.

Brewery shall mean an industrial use that brews ales, beers, meads and/or similar beverages on site. Breweries are classified as a use that manufactures more than 10,000 barrels of beverage (all beverages combined) annually.

(A) **Brewery, Craft** shall mean a brew pub or a micro brewery.

(B) **Brewery, Micro** shall mean a facility for the production and packaging of malt beverages of low alcoholic content for distribution, retail or wholesale, on or off premises, with a capacity of not more than 10,000 barrels per year. The development may include other uses such as standard restaurant, bar, or live entertainment as otherwise permitted in the zoning district.

Broadcasting Tower shall mean a structure for the transmission or broadcast of radio, television, radar, or microwaves which exceeds the maximum height permitted in the district in which it is located; provided, however, that noncommercial radio towers not exceeding one hundred (100) feet in height shall not be considered broadcast towers.

Buffer shall mean a strip of land established to protect one type of land use from another incompatible land use or between a land use and a private or public road. (Also, see Screening.)

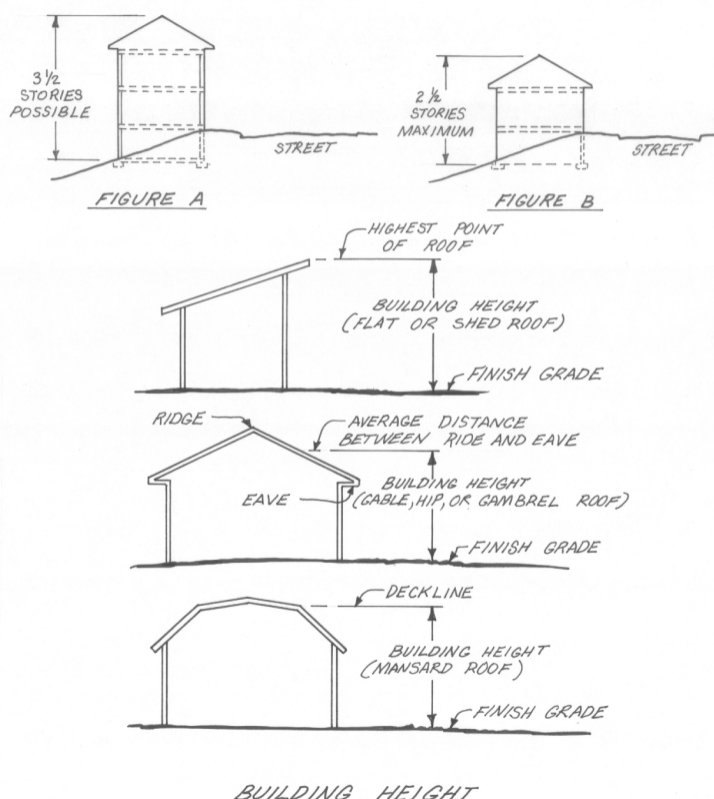
Buffer Zone shall mean an area of land that separates two zoning districts and/or land uses that acts to soften or mitigate the effects of one use on the other.

Building shall mean any structure built and maintained for the support, shelter or enclosure of persons, animals, chattels, or property of any kind, but shall not include temporary buildings as defined in "Structure, Temporary". Operable and licensed trailers, with wheels, shall not be considered as buildings.

Building Accessory shall mean any detached subordinate building that serves a function customarily incidental to that of the main building or main use of the premises. Customary accessory building includes farm buildings, garages, carports, and small storage sheds.

Building, Area of shall mean the sum in square feet of the ground areas occupied by all buildings and structures on a lot.

Building Code shall mean the various codes of the City that regulate construction and requires building permits, electrical permits, mechanical permits, plumbing permits, and other



ORDINANCE NO. 9208 (Cont.)

permits to do work regulated by the adopted building code of the City, and other codes adopted by the City that pertain to building construction.

Building, Height shall mean the vertical distance measured from the centerline of the improved street to the highest point of a roof surface, if a flat roof, to the deck line of mansard roofs, and to the mean height level between eaves and ridge for gable, hip, and gambrel roofs.

Building Inspector shall mean the building inspectors for the City of Grand Island, Nebraska.

Building Principal shall mean a building within which the main or primary use of the lot or premises is located. (Also, see Use, Principal.)

Building Setback Line shall mean the minimum of distance as prescribed by this chapter between any property line and the closed point of the building wall line or face of any building or structure related thereto.

Campground shall mean a parcel of land intended for the temporary occupancy of tents, campers, and major recreational vehicles and which primary purpose is recreational, having open areas that are natural in character.

Car Wash shall mean a building or structure or an area of land with machine or hand operated facilities for the cleaning, washing, polishing, or waxing of motor vehicles, not including semi-trailer tractors, buses, and commercial fleets.

Car Wash, Industrial shall mean a mechanical facility for the washing, waxing and vacuuming of heavy trucks and buses.

Carport shall mean a permanent roofed structure with not more than two (2) enclosed sides used or intended to be used for automobile shelter and storage.

Cellar shall mean a building space having more than one-half (1/2) of its height below the average adjoining grade lines.

Cemetery shall mean land used or intended to be used for the burial of the dead and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

Channel shall mean the geographical area within either the natural or artificial banks of a watercourse or drainageway.

Charitable shall mean a public or semi-public institutional use of a philanthropic, charitable, benevolent, religious, or eleemosynary character, but not including sheltering or caring of animals.

Child Care Center shall mean a facility licensed to provide child care for thirteen (13) or more children. In addition to these regulations, Child Care Centers shall meet all requirements of the State of Nebraska.

Church, Storefront shall mean a religious facility contained within a store or similar structure not typically used for religious activities that are now used as a meeting place for a congregation. Structures adapted for congregations including barns, stores, warehouses, old public buildings, and single-family dwellings.

City shall mean the City of Grand Island, Nebraska.

Clear View Zone shall mean the area of a corner lot closest to the intersection that is kept free of visual impairment to allow full view of both pedestrian and vehicular traffic. (Also see Sight Triangle.)

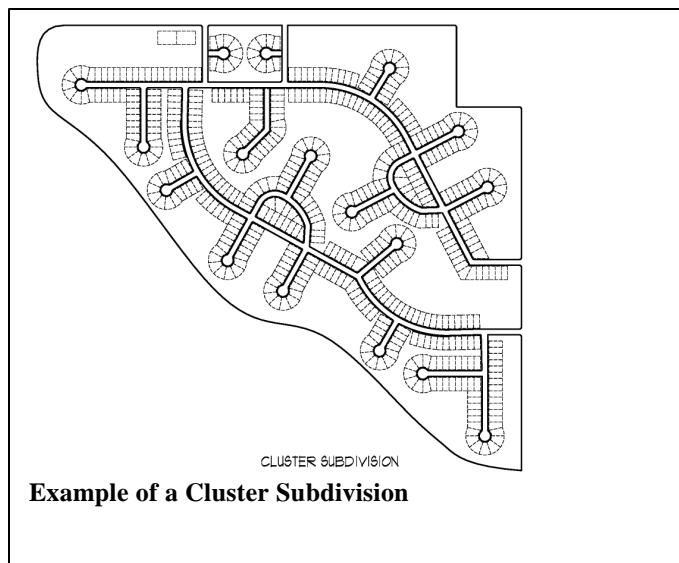
Club shall mean an association of persons (whether or not incorporated), religious or otherwise, for a common purpose, but not including groups which are organized primarily to render a service carried on as a business for profit.

Cluster Development shall mean a development designed to concentrate buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, and the preservation of environmentally sensitive areas.

Code shall mean the Grand Island City Code.

Coffee Kiosk shall mean a retail food business in a freestanding building that sells coffee, or other beverages, and remade bakery goods from a drive-through window to customers seated in their automobiles for consumption off the premises and that provides no indoor or outdoor seating.

Cohesiveness shall mean the unity of composition between design elements of a building and/or a group of buildings and the landscape development.



ORDINANCE NO. 9208 (Cont.)

Commercial Feeding Operation (See Livestock Feeding Operation)

Commission shall mean the Hall County Regional Planning Commission.

Common Area or Property shall mean a parcel or parcels of land, together with the improvements thereon, the use and enjoyment of which are shared by the owners of the individual building sites in a Planned Development or condominium development.

Community Center shall mean a place, structure, or other facility used for and providing religious, fraternal, social, and/or recreational programs generally open to the public and designed to accommodate and serve various segments of the community.

Community Sanitary Sewer System shall mean an approved central sewer collecting system, meeting state and county requirements, available to each platted lot and discharging into a treatment facility. This does not include individual septic systems.

Community Water Supply System shall mean a public water supply system which serves at least fifteen service connections used by year round residents or uses, or regularly serves 25 or more year round residents or uses.

Compatibility shall mean harmony in the appearance of two or more external design features in the same vicinity.

Compatible Uses shall mean a land use which is congruous with, tolerant of, and has no adverse effects on existing neighboring uses. Incompatibility may be affected by pedestrian or vehicular traffic generation, volume of goods handled and environmental elements such as noise, dust, odor, air pollution, glare, lighting, debris generated, contamination of surface or ground water, aesthetics, vibration, electrical interference, and radiation.

Comprehensive Development Plan shall mean the Comprehensive Development Plan of Grand Island, Nebraska as adopted by the City Council, setting forth policies for the present and foreseeable future community welfare as a whole and meeting the purposes and requirements set forth in state statutes.

Conditional Use shall mean a use where allowed by the district regulations, that would not be appropriate generally throughout the zoning district without restrictions, but which, if controlled as to number, size, area, location, relationship to the neighborhood or other minimal protective characteristics would not be detrimental to the public health, safety, and general welfare.

Conditional Use Permit shall mean a permit issued by the City Council that authorizes the recipient to make conditional use of property in accordance with the provisions of Article 6 and any additional conditions placed upon, or required by said permit.

Condominium shall be as defined in state statutes, whereby four or more apartments are separately offered for sale.

Confinement shall mean totally roofed buildings, which may be open-sided (for ventilation purposes only) or completely enclosed on the sides, wherein animals or poultry are housed over solid concrete or dirt floors, or slatted (partially open) floors over pits or manure collection areas in pens, stalls, cages, or alleys, with or without bedding materials and mechanical ventilation. The word "confinement" shall not mean the temporary confined feeding of livestock during seasonal adverse weather.

Conflicting Land Use shall mean the use of property which transfers over neighboring property lines negative economic, or environmental effects, including, but not limited to, noise, vibration, odor, dust, glare, smoke, pollution, water vapor, mismatched land uses and/or density, height, mass, mismatched layout of adjacent uses, loss of privacy, and unsightly views.

Congregate Care Facility shall mean a long-term care facility exclusively for persons 60 years of age or older, and which shall include, without limitation, common dining, social and recreational features, special safety and convenience features designed for the needs of the elderly, such as emergency call systems, grab bars and handrails, special door hardware, cabinets, appliances, passageways, and doorways designed for residents including: meal services, transportation, housekeeping, linen, and organized social activities.

Congregate Housing shall mean a residential facility for four or more persons fifty-five (55) years of age or over, their spouses, or surviving spouses, providing living and sleeping facilities including meal preparation, dining areas, laundry services, room cleaning and common recreational, social, and service facilities for the exclusive use of all residents including resident staff personnel who occupy a room or unit in the residential facility.

Conservation shall mean the protection and care that prevents destruction or deterioration of historical or otherwise significant structures, buildings or natural resources.

Conservation Area shall mean environmentally sensitive and valuable lands protected from any activity that would significantly alter their ecological integrity, balance or character, except in overriding public interest, including but not limited to: wetlands, floodways, flood plains, drainage ways, river or stream banks, and areas of significant biological productivity or uniqueness.

ORDINANCE NO. 9208 (Cont.)

Conservation Easement shall mean an easement granting a right or interest in real property that is appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition and retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses or preserving the ability said land to be used for specific purposes such as on site wastewater treatment systems.

Convenience Store shall mean a one-story, retail store that is designed and stocked to sell primarily food, beverages, and other household supplies to customers who purchase only a relatively few items (in contrast to a "supermarket.") It is dependent on, and is designed to attract and accommodate large volumes of stop-and-go traffic. (Also, see self-service Station.)

Contiguous shall mean the same as "Abut".

Copy Center shall mean a retail establishment that provides duplicating services using photocopying, blueprint, and offset printing equipment, and may include the collating and binding of booklets and reports.

Country Club shall mean a land area and buildings containing golf courses, riding arenas, fishing or hunting facilities and/or similar facilities, a clubhouse, and customary accessory uses, open only to members and their guests.

Court shall mean an open, unoccupied space, other than a yard, on the same lot with a building or buildings and abounded on three (3) or more sides by such buildings.

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

Curve Lot see "Lot, Curve".

Dairy Farm shall mean any place or premises upon which milk is produced for sale or other distribution.

Density shall mean the number of dwelling units per acre of land allowable on a given tract or parcel of land.

Detention Cell shall mean a facility for the temporary storage of stormwater runoff.

Developer shall mean any person, corporation, partnership, or entity that is responsible for any undertaking that requires a building or zoning permit, conditional use permit or sign permit.

Development shall mean any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations for which necessary permits may be required.

Development Concept Plan (See Site Plan.)

Development Review shall mean the review, by the city of subdivision plats, site plans, rezoning requests, or permit review.

District shall mean any defined area within the jurisdiction of the governmental entity that is designed to allow specific uses and structures as defined in the corresponding textual portion of the regulation.

Dog Kennel (See Kennel, commercial; and Kennel, private.)

Domestic Animals (See Household Pet.)

Downzoning shall mean a change in zoning classification of land to a less intensive or more restrictive district such as from commercial district to residential district or from a higher density to a lower density residential district.

Drive-In Facility shall mean an establishment where customers can be served without leaving the confinement of their vehicle.

Driveway shall mean any vehicular access to an off-street parking or loading facility.

Dump shall mean a place used for the disposal, abandonment, discarding by burial, incineration, or by any other means for any garbage, sewage, trash, refuse, rubble, waste material, offal or dead animals. Such use shall not involve any industrial or commercial process.

Duplex shall mean the same as "Dwelling, Two (2) Family".

Dwelling Any building or portion thereof which is designed and used exclusively for single family residential purposes.

Dwelling, Farmstead shall mean any single family dwelling unit / residence associated with a farming operation either on a separate tract of land or located as a part of the larger operation area.

Dwelling, Manufactured Home A factory-built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles, and which bears a label certifying that it was built in compliance with standards promulgated by the United States Department of Housing and Urban Development.

Dwelling, Modular (Is considered a conventional type single-family dwelling). Any prefabricated structure, used for dwelling purposes, moved on to a site in an essentially complete constructed condition, in one or more parts, and when completed is a single family unit on a permanent foundation, attached to the foundation with

ORDINANCE NO. 9208 (Cont.)

permanent connections. To be a modular home it shall meet or be equivalent to the construction criteria as defined by the Nebraska State Department of Health and Human Services under the authority granted by Section 71-1555 through 71-1567 Revised Statutes of Nebraska 1943, in addition to any amendments thereto.

Dwelling, Multiple shall mean a building or buildings designed and used for occupancy by three (3) or more families, all living independently of each other and having separate kitchen and toilet facilities for each family.

Dwelling, Seasonal shall mean a dwelling designed and used as a temporary residence and occupied less than six months in each year.

Dwelling, Single Family is a building having accommodations for or occupied exclusively by one family which meet all the following standards:

- (A) The home shall have no less than nine hundred (900) square feet of floor area, above grade, for single story construction;
- (B) The home shall have no less than an eighteen (18) foot exterior width;
- (C) The roof shall be pitched with a minimum vertical rise of two and one-half (2 1/2) inches for each twelve (12) inches of horizontal run;
- (D) The exterior material is of a color, material and scale comparable with those existing in residential site-built, single family construction;
- (E) The home shall have a non-reflective roof material that is or simulates asphalt or wood shingles, tile, or is a standing seam residential grade steel material, or rock;
- (F) The home shall be placed on a continuous permanent foundation and have wheels, axles, transporting lights, and removable towing apparatus removed, and
- (G) The home shall meet and maintain the same standards that are uniformly applied to all single-family dwellings in the zoning district.
- (H) Permanent foundation: continuous perimeter base on which building rests to be constructed from either poured concrete, laid masonry block, brick or all-weather wood foundation on a footing to be placed a minimum of thirty-six (36) inches below the final ground level.

Dwelling, Single-Family (Attached) shall mean a one-family dwelling unit that is attached to one additional single-family dwelling. Said dwelling units are separated by an unpierced common wall through the structure that also sits along the property line separating ownership of the structure.

Dwelling, Two (2) Family shall mean a building designed or used exclusively for the occupancy of two (2) families living independently of each other and having separate kitchen and toilet facilities for each family.

Dwelling Unit One room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy or lease on a weekly, monthly, or longer basis, and physically separate from any other rooms or dwelling units which may be in the same structure, and containing independent cooking, toilet and sleeping facilities.

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

Educational Institution shall mean a public or nonprofit institution or facility which conducts regular academic instruction at preschool, kindergarten, elementary, secondary, and collegiate levels, including graduate schools, universities, junior colleges, trade schools, nonprofit research institutions and religious institutions. Such institutions must either: (1) Offer general academic instruction equivalent to the standards established by the State Board of Education; or (2) Confer degrees as a college or university or undergraduate or graduate standing; or (3) Conduct research; or (4) Give religious instruction. Private schools, academies, or institutes incorporated or otherwise, which operate for a profit, commercial, or private trade schools are not included in this definition.

Eleemosynary Institution shall mean any building or group of buildings devoted to and supported by charity.

Encroachment shall mean an advancement or intrusion beyond the lines or limits as designated and established by this chapter, and to infringe or trespass into or upon the possession or right of others without permission.

Enlargement shall mean the expansion of a building, structure, or use in volume, size, area, height, length, width, depth, capacity, ground coverage, or in number.

Environmentally Controlled Housing shall mean any livestock operation meeting the definition of a Livestock Feeding Operation (LFO) and is contained within a building which is roofed, and may or may not have open sides and contains floors which are hard surfaced, earthen, slatted or other type of floor. The facility is capable of maintaining and regulating the environment in which the livestock are kept.

Erected shall mean constructed upon or moved onto a site.

Existing and Lawful shall mean the use of a building, structure, or land was in actual existence, operation, and use, as compared to the use being proposed, contemplated, applied for, or in the process of being constructed or

ORDINANCE NO. 9208 (Cont.)

remodeled. In addition, the use must either have been permitted, authorized, or allowed by law or any other applicable regulation prior to the enactment of a zoning regulation when first adopted or permitted, authorized or allowed by the previous zoning regulation prior to the adoption of an amendment to that zoning regulation.

Expressway shall mean a street or road that provides fast and efficient movement of large volumes of vehicular traffic between areas and does not provide direct access to property.

Exterior building component shall mean an essential and visible part of the exterior of a building.

External design feature shall mean the general arrangement of any portion of a building, sign, landscaping, or structure and including the kind, color, and texture of the materials of such portion, and the types of roof, windows, doors, lights, attached or ground signs, or other fixtures appurtenant to such portions as will be open to public view from any street, place, or way.

Extra Territorial Jurisdiction shall mean the area beyond the corporate limits, in which the City has been granted the powers by the state to exercise zoning and building regulations and is exercising such powers.

Facade shall mean the exterior wall of a building exposed to public view from the building's exterior.

Factory shall mean a structure or plant within which something is made or manufactured from raw or partly wrought materials into forms suitable for use.

Family shall mean a household head and one or more persons related to the head by blood, marriage or adoption living together in a single dwelling unit.

Family Child Care Home I shall mean a child care operation in the provider's place of residence which serves between four (4) and eight (8) children at any one time. A Family Child Care Home I provider may be approved to serve no more than two (2) additional school-age children during non-school hours. In addition to these regulations, a Child Care Home shall meet requirements of the State of Nebraska.

Family Child Care Home II shall mean a child care operation either in the provider's place of residence or a site other than the residence, serving twelve (12) or fewer children at any one time. In addition to these regulations, a Child Care Home shall meet requirements of the State of Nebraska.

Farm shall mean an area containing at least twenty (20) acres or more which is used for growing of the usual farm products such as vegetables, fruit, and grain, and the storage on the area, as well as for the raising thereon of the usual farm poultry and farm animals. The term farming includes the operating of such area for one or more of the above uses with the necessary accessory uses for treating or storing the produce and the feeding of livestock as hereinafter prescribed; provided such accessory uses do not include the feeding of garbage or offal to swine or other animals.

Farming shall mean the planting, cultivating, harvesting and storage of grains, hay or plants commonly grown in Nebraska with the necessary accessory uses for treating or storing the produce and the feeding of livestock as prescribed hereunder, provided such accessory uses do not include the feeding of garbage or offal to swine or other animals.

Farmstead In contrast to a farmstead dwelling, a tract of land of not less than 1 acre and not more than 20 acres, upon which a farm dwelling and other outbuildings and barns existed as of August 1, 2004, and was used for single-family resident purposes.

Feed Lot shall mean the confinement of horses, sheep, pigs, and other food animals in buildings, lots, pens, pools or ponds which normally are not used for raising crops or for grazing animals.

Fence shall mean a structure serving as an enclosure, barrier or boundary.

(A) **Fence, Open** shall mean a fence, including gates, which has, for each one foot (1') wide segment extending over the entire length and height of fence, fifty percent (50%) or more of the surface area in open spaces which affords direct views through the fence.

(B) **Fence, Solid** shall mean any fence that does not qualify as an open fence.

Flood see definition in §36-128 of this chapter.

Flood Plain see definition in §36-128 of this chapter.

Floodway see definition in §36-128 of this chapter.

Floor Area whenever the term "floor area" is used in this chapter as a basis for requiring off-street parking for any structure, it shall be assumed that, unless otherwise stated, said floor area applies not only to the ground floor area but also to any additional stories of said structure. All horizontal dimensions shall be taken from the exterior faces of walls.

Food Sales shall mean establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

Frontage shall mean that portion of a parcel of property which abuts a dedicated public street or highway.

Garage, Private shall mean a detached accessory building or a portion of a main building on the same lot as a dwelling for the housing of vehicles of the occupants of the dwelling, including carports.

ORDINANCE NO. 9208 (Cont.)

Garage, Public shall mean any garage other than a private garage.

Garage, Repair shall mean a building designed and used for the storage, care, repair, or refinishing of motor vehicles including both minor and major mechanical overhauling, paint, and body work as a commercial business (Also, see Service Station).

Garbage shall mean any waste food material of an animal or vegetable nature, including that which may be used for the fattening of livestock.

Gated Communities shall mean residential areas that restrict access to normally public spaces. These are subdivisions of usually high-end houses. The type of gates can range from elaborate guard houses to simple electronic arms.

Grade shall mean the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five feet of a sidewalk, the ground level shall be measured at the sidewalk.

Grand Island Fee Schedule shall mean the fee schedule adopted and maintained by the City of Grand Island, which establishes the required fees to be collected for various City services.

Graphic element shall mean a letter, illustration, symbol, figure, insignia, or other device employed to express and illustrate a message or part thereof.

Greenhouse shall mean a building or premises used for growing plants, preparation of floral arrangements for off-site delivery to customers, cold storage of flowers or dry storage of materials used for agricultural or horticultural purposes.

Greenway shall mean a parcel or parcels of land, together with the improvements thereon, dedicated as an easement for access and/or recreation; usually a strip of land set aside for a walkway, bicycle trail, bridal path, or other similar access-way.

Ground Cover shall mean plant material used in landscaping which remains less than twelve (12) inches in height at maturity. (Also, see Landscaping.)

Ground Water shall mean water occurring beneath the surface of the ground that fills available openings in the rock or soil materials such that they may be considered saturated.

Group Care Home shall mean a home which is operated under the auspices of an organization which is responsible for providing social services, administration, direction, and control for the home which is designed to provide twenty-four hour care for individuals in a residential setting.

Group Home for the Disabled shall mean a dwelling with resident staff shared by four or more handicapped persons who live together as a single housekeeping unit and in a long term, family-like environment in which staff persons provide care, education, and participation in community activities for the residents with the primary goal of enabling the residents to live as independently as possible in order to reach their maximum potential. As used herein, the term "disabled" shall mean having:

- (A) A physical or mental impairment that substantially limits one or more of such person's major life activities so that such person is incapable of living independently;
- (B) A record of having such an impairment; or
- (C) Being regarded as having such impairment.

Handicap shall not include current, illegal use of or addiction to a controlled substance as defined in state statutes.

Group Housing shall mean two or more separate buildings on a lot, each containing one or more dwelling units.

Guest Room shall mean a room which is designed to be occupied by one (1) or more guest for sleeping purposes, having no kitchen facilities, not including dormitories.

Half-Story shall mean a story under a gable, hip or gambrel roof, plates of which are not more than three (3) feet above the floor of such story.

Halfway House shall mean a licensed home for individuals on release from more restrictive custodial confinement or initially placed in lieu of such more restrictive custodial confinement, living together as a single housekeeping unit, wherein supervision, rehabilitation and counseling are provided to mainstream residents back into society, enabling them to live independently.

Hard Surfaced shall mean any surface used for movement of vehicular and / or pedestrians which is properly designed and paved with a permanent type, dust-free surface such as asphalt, concrete, or paving brick.

Harmony shall mean a quality that represents an appropriate and congruent arrangement of parts, as in an arrangement of varied architectural and landscape elements.

Hazardous Waste shall mean waste products of industrial or chemical process including finished surplus, used, contaminated, or unwanted fertilizer, herbicide, petroleum products, or other such processed waste material that requires special handling treatment, and disposal methods.

Health Club shall mean privately owned for profit facilities such as gymnasiums, athletic clubs, health clubs, recreational clubs, reducing salons, and weight control establishments.

ORDINANCE NO. 9208 (Cont.)

Health Recreation Facility shall mean an indoor or outdoor facility including uses such as game courts, exercise equipment, locker rooms, whirlpool spa and/or sauna and pro shop.

Hedge shall mean a plant or series of plants, shrubs or other landscape material, so arranged as to form a physical barrier or enclosure.

Height of Building see definition of Building Height herein.

Holding Pond shall mean an impoundment made by constructing an excavated pit, dam, embankment, or combination of these for temporary storage of liquid livestock wastes.

Home for the Aged (see Long-Term Care Facility)

Home Improvement Center shall mean a facility engaged in the retail sale of various basic hardware lines, such as tools, builders' hardware, paint and glass, housewares and household appliances, garden supplies, and cutlery.

Home Occupation shall mean an "in-home" or "home based" or entrepreneurial business operating from a residential dwelling within the extra-territorial jurisdiction of the City of Grand Island. Home occupations are considered accessory uses to properties in all zoning districts.

Homeowners Association shall mean a private, nonprofit corporation or association of homeowners of properties in a fixed area, established for the purpose of owning, operating, and maintaining various common properties and facilities.

Hotel shall mean a building or portion thereof, or a group of buildings, offering transient lodging accommodations on a daily rate to the general public and providing services associated with restaurants, meeting rooms, and recreational facilities. The word "hotel" includes motel, inn, automobile court, motor inn, motor lodge, motor court, tourist court, motor hotel.

Household Pet shall mean an animal that is customarily kept for personal use or enjoyment within the home. Household pet shall include but not be limited to domestic dogs, domestic cats, domestic tropical birds, fish, and rodents.

Housing for the Elderly shall mean a multi-family structure, controlled by either a public entity, private for profit, institutional body, or non-profit corporation. The facility houses predominantly persons 62 years of age or older.

Impervious Surface shall mean a surface that has been compacted or covered with a layer of material making the surface highly resistant to infiltration by water, such as rock, gravel, or clay and conventionally surfaced streets, roofs, sidewalks, parking lots, and driveways.

Incidental Use shall mean a use, which is subordinate to the main use of a premise.

Independent (restricted) Housing shall mean a residential facility limited to persons 62 years of age or over, or disabled persons.

Industry shall mean the manufacture, fabrication, processing reduction or destruction of any article, substance or commodity, or any other treatment thereof in such a manner as to change the form, character, or appearance thereof and including storage elevators, truck storage yards, warehouses, wholesale storage and other similar types of enterprise.

Infill Development shall mean the construction of a building or structure on a vacant parcel located in a predominately built up area.

Infill Site shall mean any vacant lot, parcel, or tract of land within developed areas of the city, where at least 80 percent of the land within a 300-foot radius of the site has been developed, and where water, sewer, streets, schools, and fire protection have already been constructed or are provided.

Institutional Building shall mean a public and public/private group use of a nonprofit nature, typically engaged in public service (i.e. houses of worship, nonprofit cultural centers, charitable organizations).

Intensity shall mean the degree to which land is used referring to the levels of concentration or activity in uses ranging from uses of low intensity being agricultural and residential to uses of highest intensity being heavy industrial uses. High intensity uses are normally uses that generate concentrations of vehicular traffic and daytime population and are less compatible with lower intensive uses.

Intent and Purpose shall mean that the Commission and Council by the adoption of this Regulation, have made a finding that the health, safety, and welfare of the Community will be served by the creation of the District and by the regulations prescribed therein.

Juice Bar (See Adult Establishment.)

Junk shall be any worn-out, cast-off, old, or discarded articles of scrap, copper, brass, iron, steel, rope, rags, batteries, paper, trash, rubber, debris, waste, dismantled or wrecked automobiles, or parts thereof, and other old or scrap ferrous or nonferrous material.

Junk Yard shall definition of Salvage Yard herein.

ORDINANCE NO. 9208 (Cont.)

Kennel, Boarding and Training shall mean any lot or premises on which three (3) or more dogs, cats or non-farm/non-domestic or any combination of five (5) or more thereof, at least four (4) months of age, are boarded, bred, or trained for a fee.

Kennel, Commercial shall mean an establishment where three (3) or more dogs, cats, or other household pets, or non-farm/non-domestic or any combination of five (5) or more thereof, at least four (4) months of age are groomed, bred, boarded, trained, or sold as a business.

Kennel, Private shall mean the keeping, breeding, raising, showing or training of four or more animals over six months of age for personal enjoyment of the owner or occupants of the property, and for which commercial gain is not the primary objective.

Lagoon shall mean a wastewater treatment facility which is a shallow, artificial pond where sunlight, bacterial action, and oxygen interact to restore wastewater to a reasonable state of purity. This includes both human and livestock wastes. All lagoons shall meet the minimum design criteria established by the Nebraska Department of Environmental Quality and the Nebraska Department of Health and Human Services. All lagoons shall have the proper permits approved prior to starting construction.

Land Use Plan shall mean the same as Comprehensive Development Plan.

Landfill shall mean a disposal site employing a method of disposing solid wastes in a manner that minimizes environmental hazards in accordance with state and federal requirements.

Landscape shall mean plant materials, topography, and other natural physical elements combined in relation to one another and to man-made structures.

Landscaping shall include the original planting of suitable vegetation in conformity with the requirements of this Regulation and the continued maintenance thereof.

Large Box Retail shall mean a singular retail or wholesale user that occupies no less than 30,000 square feet of gross floor area. These uses typically include: membership wholesale clubs emphasizing in large bulk sales, discount stores, pharmacies, grocery stores, especially warehouse style point of sale concepts and department stores.

Laundry, Self Service shall mean an establishment that provides home-type washing, drying, and/or ironing facilities for customers on the premises.

Life Care Facility shall mean a facility for the transitional residency of the elderly and/or disabled persons, progressing from independent living to congregate apartment living where residents share common meals and culminating in full health and continuing care nursing home facility. (Also, see Congregate Housing and Housing for the Elderly.)

Light Cut-Off Angle shall mean an angle from vertical, extending downward from a luminaries, which defines the maximum range of incident illumination outward at the ground plane.

Limits of Grading shall mean the outermost edge of the area in which the existing topography is to be altered by cutting and/or filling.

Liquids Manure shall mean that type of livestock waste that is in liquid form, collected in liquid manure pits or lagoons and which can be sprayed or injected beneath the surface.

Liquid Manure Storage Pits shall mean earthen or lined pits wholly or partially beneath a semi or totally housed (ECH) livestock operation or at some removed location used to collect waste production.

Livestock (See Animals, Farm.)

Livestock Feeding Operation (LFO) shall mean any farming operation exceeding the per acre Animal Unit (A.U.) ratio as defined under "farming" or the feeding, farrowing, or raising cattle, swine, sheep, poultry, or other livestock, in a confined area where grazing is not possible, and where the confined area is for more than six (6) months in any one calendar year, and where the number of animals so maintained exceeds three hundred (300) Animal Units as defined below. The confined area of the livestock feeding operation shall include the pens, corrals, sheds, buildings, feed storage areas, waste disposal ponds, and related facilities. Such facilities shall be constructed and operated in conformance with applicable county, state, and federal regulations. Two (2) or more livestock feeding operations under common ownership are deemed to be a single livestock feeding operation if they are adjacent to each other or if they utilize a common area of system for the disposal of livestock wastes. Animal Units (A.U.) are defined as follows:

One (1) A.U.= One (1) Cow/Calf combination

One (1) A.U.= One (1) Slaughter, Feeder Cattle;

One (1) A.U.= One-half (1/2) Horse;

One (1) A.U.= Seven Tenths (.7) Mature Dairy Cattle;

One (1) A.U.= Two and One Half (2.5) Swine (55 pounds or more);

One (1) A.U.= Twenty Five (25) Weaned Pigs (less than 55 pounds);

One (1) A.U.= Two (2) Sows with Litters;

One (1) A.U.= Ten (10) Sheep;

ORDINANCE NO. 9208 (Cont.)

One (1) A.U.= One Hundred (100) Chickens;

One (1) A.U.= Fifty (50) Turkeys;

One (1) A.U.= Five (5) Ducks.

Livestock Wastes shall mean animal and poultry excreta and associated feed losses, bedding, spillage, or overflow from watering systems, wash and flushing waters, sprinkling waters from livestock cooling, precipitation polluted by falling on or flowing onto a livestock operation, and other materials polluted by livestock or their direct product.

Loading Space shall mean an off-street space or berth on the same lot with a main building, or contiguous to a group of buildings, for the temporary parking of commercial vehicles while loading or unloading, and which abuts a street, alley, or other appropriate means of ingress and egress.

Logic of Design shall mean accepted principles and criteria of validity in the solution of the problem of design.

Long-Term Care Facility shall mean a facility as defined in Title 15, Chapter 3 Nebraska Department of Health and Human Services and Neb. Rev. Stat. Section 71-2017.01. These facilities include:

Nursing facilities

Boarding home

Adult Care Home

Assisted Living Facility

Center for the Developmentally Disabled

Group Residence

Swing Bed

Adult Day Care

Lot shall mean a parcel or tract of land which is or may be occupied by a use herein permitted, together with yards, and other open spaces herein required, that has frontage upon a street, and is a part of a recorded subdivision plat or has been recorded prior to April 22, 1968, or a parcel of real property delineated on an approved record of survey, lot-split or sub-parceling map as filed in the office of the County Register of Deeds and abutting at least one (1) public street or right-of-way.

Lot Area shall mean the total area, on a horizontal plane, within the lot lines of a lot.

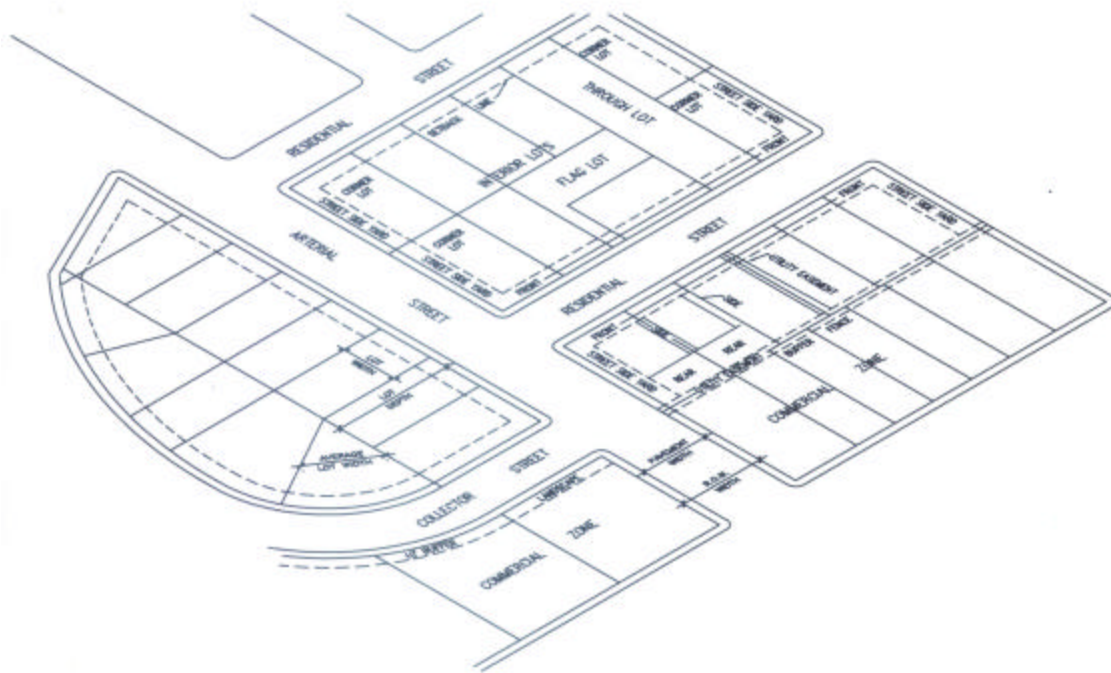
Lot, Corner shall mean a lot located at the intersection of two (2) or more streets at an angle of not more than one hundred thirty-five (135) degrees. If the angle is greater than one hundred thirty-five (135) degrees, the lot shall be considered an "Interior Lot".

Lot Coverage shall mean the portion of a lot or building site which is occupied by any building or structure, excepting paved areas, and walks, regardless of whether said building or structure is intended for human occupancy or not.

Lot, Curve shall mean a lot fronting on the outside curve of the right-of-way of a curved street, which street has a centerline radius of three hundred (300) feet or less.

Lot Depth shall mean the horizontal distance between the front and rear lot lines measured in the mean direction of the side lot lines.

Lot, Double Frontage shall mean a lot having a frontage on two non-intersecting streets as distinguished from a corner lot.



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

Lot, Frontage shall mean the side of a lot abutting on a legally accessible street right-of-way other than an alley or an unimproved county road. For the purposes of this definition, on corner lots, all sides of a lot adjacent to streets or roads shall be considered frontage.

Lot, Key shall mean a lot: (1) abutting the entire length of at least one of its side lot lines, either directly or across an alley, the rear lot line of any other lot; or (2) situated between two such key lots.

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

Lot Line shall mean the property line bounding a lot.

(A) **Lot Line, Front** shall mean the property line abutting a street.

(B) **Lot Line, Rear** shall mean a lot line not abutting a street which is opposite and most distant from the front lot line.

(C) **Lot Line, Side** shall mean any lot line not a front lot line or rear lot line.

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

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

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

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

Manufactured Home Park shall mean a parcel of land under single ownership that has been planned and improved for the placement of manufactured housing used or to be used for dwelling purposes and where manufactured home spaces are not offered for sale or sold. The term "manufactured home park" does not include sales lots on which new or used manufactured homes are parked for the purposes of storage, inspection, or sale.

Manufactured Home Subdivision shall mean any area, piece, parcel, tract or plot of ground subdivided and used or intended to be used for the purpose of selling lots for occupancy by manufactured homes.

ORDINANCE NO. 9208 (Cont.)

Manufacturing shall mean uses primarily engaged in the mechanical or chemical transformation of materials or substances into new products. These uses are usually described as plants, factories, or mills and characteristically use power driven machines and materials handling equipment. Uses engaged in assembling component parts of manufactured products are also considered manufacturing if the new product is neither a structure nor other fixed improvement. Also included is the blending of material such as lubricating oils, plastics, resins, or liquors. Manufacturing production is usually carried on for the wholesale market, for interplant transfer, or to order for industrial users, rather than for direct sale to the domestic consumer.

Map, Official Zoning shall mean a map delineating the boundaries of zoning districts which, along with the zoning text, is officially adopted by the Grand Island City Council as "The Official Zoning Map of the City of Grand Island, Nebraska."

Massage Establishment shall mean any building, room, place, or establishment other than a regularly licensed and established hospital or dispensary where non-medical or non-surgical manipulative exercises or devices are practiced upon the human body manually or otherwise by any person other than a licensed physician, surgeon, dentist, occupational and/or physical therapist, chiropractor, or osteopath with or without the use of therapeutic, electrical, mechanical, or bathing device. Said establishment shall comply with all state regulations.

Massage Parlor (See Adult Massage Parlor.)

Mechanical Equipment shall mean equipment, devices, and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning, and similar purposes.

Mini-Storage or Mini-Warehouse (See Self-Service Storage Facility.)

Miscellaneous Structures shall mean structures, other than buildings, visible from public ways. Examples are: memorials, stagings, antennas, water tanks and towers, sheds, shelters, fences, and walls, kennels, transformers, drive-up facilities.

Mixed Use shall mean properties where various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design.

Mobile Home Park (See Manufactured Home Park.)

Mobile Home Subdivision (See Manufactured Home Subdivision.)

Monotony shall mean repetitive sameness, lacking variety and variation, and/or reiteration.

Motel (See Hotel.)

Motor Vehicle shall mean every self-propelled land vehicle, not operated upon rails, except mopeds and self-propelled invalid chairs.

Nebraska Revised Reissued Statutes, 1943 and the abbreviated term Nebr. R. R. S., 1943 are one and the same.

Nightclub shall mean a commercial establishment dispensing beverages for consumption on the premises and in which dancing is permitted or entertainment is provided, except as defined under Adult Cabaret. (Also, see Bar.)

Non-Agricultural Land shall mean any tract, parcel or lot that is used for any purpose that does not meet the definition of Agriculture in this section.

Non-community Water Supply System shall mean any public water supply system that is not a community water supply system.

Non-Conforming Building shall mean a building or portion thereof which was lawful when established but which does not conform to subsequently established zoning or zoning regulations.

Non-Conforming Use shall mean a use lawful when established but which does not conform to subsequently established zoning or zoning regulation.

Non-Farm Buildings are all buildings except those buildings utilized for agricultural purposes on a farmstead of twenty acres or more which produces one thousand dollars or more of farm products each year.

Nursery shall mean the use of a premises for the propagation, cultivation, and growth of trees, shrubs, plants, vines, and the like from seed or stock, and the sale thereof, and including the sale of trees, shrubs, plants, vines, and the like purchased elsewhere and transplanted into the soil of the premises. In connection with the sale of plants, such fungicides, insecticides, chemicals, peat moss, humus, mulches, and fertilizers as are intended to be used in preserving the life and health of the plants may be sold.

Nursing Home see Congregate Care Facility

Nursery School see Preschool

Office shall mean a building or a portion of a building wherein services are performed involving, primarily, administrative, professional, or clerical operations.

Official Map (See Map, Official Zoning District.)

ORDINANCE NO. 9208 (Cont.)

Off-Street Parking Area or Vehicular Use shall refer to all off street areas and spaces designed, used, required, or intended to be used for parking, including driveways or access ways in and to such areas.

Open Lots shall mean pens or similar concentrated areas for livestock, including small shed-type areas or open-front buildings, with dirt, or concrete (or paved or hard) surfaces, wherein animals or poultry are substantially or entirely exposed to the outside environment except for possible small portions affording some protection by windbreaks or small shed-type areas.

Open Space shall mean a parcel or parcels of land, together with the improvements thereon, primarily set aside for recreational use and enjoyment, exclusive of land areas used for streets, alleys, roads, driveways, parking areas, structures, and buildings.

Open Space, Common shall mean a separate and distinct area set aside as open space within or related to a development, and not on individually owned lots or dedicated for public use, but which is designed and intended for the common use or enjoyment of the residents of the development. Rights-of-way, private streets, driveways, parking lots or other surfaces designed or intended for vehicular use or required yards shall not be included as common open space.

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

Overlay District shall mean a district in which additional requirements act in conjunction with the underlying zoning district. The original zoning district designation does not change.

Owner shall mean one or more persons, including corporations, who have title to the property, building or structure in question.

Paintball shall mean all guns and other devices used for the purpose of firing pellets containing a latex paint at a person or target.

Paintball Course, Commercial shall mean a commercial recreational park containing obstacle courses for the purpose of staging paintball battles. Said facility generally collects a fee, either as membership or on a visit by visit basis, that allows individuals to participate in paintball activities.

Parcel shall mean a lot or a contiguous group of lots in single ownership or under single control, which may be considered as a unit for purposes of development.

Park shall mean any public or private land available for recreational, educational, cultural, or aesthetic use.

Parking Area, Private shall mean an area, other than a street, used for the parking of motor vehicles capable of moving under their own power and restricted from general public use.

Parking Area, Public shall mean an area, other than a private parking area or street used for the parking of vehicles capable of moving under their own power, either free or for remuneration.

Parking Space, Automobile shall mean an area, other than a street or alley, reserved for the parking of an automobile, such space having an area of not less than 180 square feet and no dimension of less than nine (9) feet, plus such additional area as is necessary to afford adequate ingress and egress.

Parkway shall mean an arterial highway with full or partial control of access, and located within a park or ribbon of park like development.

Performance Guarantee shall mean a financial guarantee to ensure that all improvements, facilities, or work required by this chapter will be completed in compliance with these regulations as well as with approved plans and specifications of a development.

Permanent Foundation shall mean a base constructed from either poured concrete, laid masonry rock, brick, or all-weather wood and placed on a footing located below ground level to a point below the frost line upon which a building or structure is permanently attached.

Permanent Tree Protection Devices shall be structural measures, such as retaining walls or aeration devices that are designed to protect the tree and its root systems throughout its lifetime.

Permanently Attached shall mean connected to real estate in such a way as to require dismantling, cutting away, or unbolting in order to remove, relocate, or replace.

Permitted Use shall mean any land use allowed without condition within a zoning district.

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

Pet Shop shall mean a retail establishment primarily involved in the sale of domestic animals, such as dogs, cats, fish, birds, and reptiles, excluding exotic animals and farm animals such as horses, cattle, goats, sheep and poultry.

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

ORDINANCE NO. 9208 (Cont.)

Planning Commission shall mean the Hall County Regional Planning Commission.

Plant Materials shall mean trees, shrubs, vines, ground covers, grass, perennials, annuals, and bulbs.

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

Policy shall mean a statement or document of the City, such as the comprehensive plan, that forms the basis for enacting legislation or making decisions.

Poultry, Commercial Feeding shall mean a poultry commercial feed lot, whether the confined feeding operations are enclosed or outdoors.

Premises shall mean a tract of land, consisting of one lot or irregular tract, or more than one lot or irregular tract, provided such lots or tracts are under common ownership, contiguous, and used as a single tract. A building or land within a prescribed area.

Preschool shall mean an early childhood program which provides primarily educational services, where children do not nap and where children are not served a meal.

Private Well shall mean a well that provides water supply to less than fifteen (15) service connections and regularly serves less than twenty-five (25) individuals.

Prohibited Use shall mean any use of land, other than nonconforming, which is not listed as a permitted use or conditional use within a zoning district.

Proportion shall mean a balanced relationship of parts of a building, landscape, structures, or buildings to each other and to the whole.

Protected Zone shall mean all lands that fall outside the buildable areas of a parcel, all areas of a parcel required to remain in open space, and/or all areas required as landscaping strips according to the provisions of this chapter.

Public Utility shall mean any business which furnishes the general public telephone service, telegraph service, electricity, natural gas, water and sewer, or any other business so affecting the public interest as to be subject to the supervision or regulation by an agency of the state or federal government.

Public Water Supply shall mean a water supply system designed to provide public piped water fit for human consumption, if such system has at least fifteen (15) service connections or regularly serves at least twenty-five individuals. This definition shall include: (1) Any collection, treatment, storage, or distribution facilities under the control of the operator of such system and used primarily in connection with such system; and (2) Any collection or pretreatment storage facilities not under such control which are used primarily in the connection with such system.

Railroad shall mean the land use including the right-of-way (R.O.W.) abutting railroad properties occupied by uses pertinent to the railroad operation and maintenance, but not including properties owned by the railroad and leased for use by others.

Recreational Facility shall mean facilities for the use by the public for passive and active recreation including tennis, handball, racquetball, basketball, track and field, jogging, baseball, soccer, skating, swimming, or golf. This shall include country clubs and athletic clubs, but not facilities accessory to a private residence used only by the owner and guests, nor arenas or stadiums used primarily for spectators to watch athletic events. In addition, recreational facilities shall mean museums, amphitheaters, race tracks (including all motor powered vehicles) and wildlife conservation areas (used for public viewing), and theme parks.

Recreational Vehicle (RV) shall mean a vehicular unit less than forty (40) feet in overall length, eight (8) feet in width, or twelve (12) feet in overall height, primarily designed as a temporary living quarters for recreational camping or travel use having either its own power or designed to be mounted on or drawn by a motor vehicle. Recreational vehicle includes motor home, truck camper, travel trailer, camping trailer, and fifth wheel.

Recreational Vehicle Pad: a space for parking a recreational vehicle within a campground or other allowed place consisting of no less than 800 square feet with a minimum width of 12 feet. Improvements included within the pad space include 1 hard surfaced improved parking space of not less than 180 square feet (20 x 9 or 18 x 10) and 2 hard surfaced improved parallel tire pads of not less than 2.5 feet by 24 feet.

Recreational Vehicle (RV) Park shall mean a tract of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes by campers, vacationers, or travelers.

Residence shall mean a building used, designed, or intended to be used as a home or dwelling place for one (1) or more families.

Restaurant shall mean a public eating establishment at which the primary function is the preparation and serving of food primarily to persons seated within the building.

(A) **Restaurant, Drive-In** shall mean an establishment that has the facilities to serve prepared food and/or beverages to customers seated within motor vehicles for consumption either on or off the premises.

ORDINANCE NO. 9208 (Cont.)

(B) **Restaurant, Entertainment** shall mean an establishment where food and drink are prepared, served, and consumed, within a building or structure that integrally includes electronic and mechanical games of skill, simulation, and virtual reality, play areas, video arcades or similar uses, billiards, and other forms of amusement.

(C) **Restaurant, Fast Food** shall mean an establishment whose principal business is the sale of food and/or beverages in ready-to-consume individual servings, for consumption either within the establishment, for carryout, or drive-in; and where food and/or beverages are usually served in paper, plastic, or other disposable containers.

Retail Trade shall mean uses primarily engaged in selling merchandise for personal or household consumption and rendering services incidental to the sale of goods. Uses engaged in retail trade sell merchandise to the general public or to households for personal consumption.

Retention Cell shall mean a pond, pool, or basin used for the permanent storage of stormwater runoff.

Reverse Spot Zoning shall mean an arbitrary zoning or rezoning of a small tract of land that is not consistent with the comprehensive land use plan and that uniquely burdens an individual owner largely to secure some public benefit. Reverse spot zoning usually results from downzoning a tract of land to a less intensive use classification than that imposed on nearby properties.

Rezoning shall mean an amendment to or change in the zoning regulations either to the text or map or both.

Rezoning, Piecemeal shall mean the zoning reclassification of individual lots resulting in uncertainty in the future compatible development of the area.

Right-of-Way shall mean an area or strip of land, either public or private, on which an irrevocable right of passage has been dedicated, recorded, or otherwise legally established for the use of vehicles or pedestrians or both.

Road shall mean the same as "Street".

Road, Private shall mean a way, other than driveways, open to vehicular ingress and egress established for the benefit of certain, adjacent properties. (Also, see right-of-way and Street.)

Road, Public shall mean a public right-of-way reserved or dedicated for street or road traffic. (Also, see right-of-way and Street.)

Room shall mean an un-subdivided portion of the interior of a dwelling unit, excluding bathroom, kitchen, closets, hallways, and service porches.

Salvage Yard shall mean any building, lot, yard or premise used for the collection, processing, salvage, storage, bailing or shipping of junked vehicles, vehicle parts, paper, cardboard, glass, plastic, metals, rags, scrap materials, junk, or material similar to those listed herein.

Satellite Dish Antenna shall mean a round, parabolic antenna incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, or cone and used to transmit and/or receive radio or electromagnetic waves.

Scale shall mean a proportional relationship of the size of parts to one another and to the human figure.

School, Day shall mean a preschool or nursery school for children.

School, Day, Pre-, or Nursery shall mean a school or center for children under school age, whether licensed as a day care center or not, shall be approved by the Nebraska State Fire Marshall as being in safety conformance with the National Fire Protection Association, Pamphlet 101, known as the Life Safety Code and shall be approved by the Nebraska Department of Health and Welfare as meeting their health and welfare standards.

Screening shall mean a structure or planting that conceals from view from public ways the area behind such structure or planting.

Selective Clearing shall be the careful and planned removal of trees, shrubs, and plants using specific standards and protection measures.

Self-Service Station shall mean an establishment where motor fuels are stored and dispensed into the fuel tanks of motor vehicles by persons other than the service station attendant and may include facilities available for the sale of other retail products.

Self-Service Storage Facility shall mean a building or group of buildings containing individual, compartmentalized, and controlled access stalls or lockers for storage.

Separate Ownership shall mean ownership of a parcel of land by a person who does not own any of the land abutting such parcel.

Service Stations shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair.

ORDINANCE NO. 9208 (Cont.)

Setback Line, Front Yard shall mean the line which defines the depth of the required front yard. Said setback line shall be parallel with the right-of-way line or highway setback line when one has been established.

Setback Line, Rear Yard or Side Yard shall mean the line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, removed therefrom by the perpendicular distance prescribed for the yard in the district.

Shopping Center shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

Shopping Center, Commercial Strip shall mean a commercial development, usually one store deep, that fronts on a major street for a distance of one city block or more. Includes individual buildings on their own lots, with or without on-site parking and small linear shopping centers with shallow on-site parking in front of the stores.

Shopping Center, Outlet shall mean a commercial development that consists mostly of manufacturers' outlet stores selling their own brands at a discounted price. This definition includes all forms of centers, such as strip style, enclosed mall style, and village clustered style centers.

Shrub shall mean a multi-stemmed woody plant other than a tree.

Sidewalk Café shall mean an area adjacent to a street level eating or drinking establishment located adjacent to the public pedestrian walkway and used exclusively for dining, drinking, and pedestrian circulation. The area may be separated from the public sidewalk by railings, fencing, or landscaping or a combination thereof.

Sight Triangle is an area at a street intersection in which nothing shall be erected, placed, or allowed to grow in such a manner as to materially impede vision. The area and restrictions of the sight triangle are further defined in Chapter 32 of this code.

Sign Base shall mean any decorative, functional element extending upward from grade to the start of the sign.

Similar Use shall mean the use of land, buildings, or structures of like kind or general nature with other uses within a zoning district as related to bulk, intensity of use, traffic generation and congestion, function, public services requirements, aesthetics or other similarities

Site Break shall mean a structural or landscape device to interrupt long vistas and create visual interest in a site development.

Site Plan shall mean a plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses, drives, parking, drainage, landscape features, and other principal site development improvements for a specific parcel of land.

Site, Septic shall mean the area bounded by the dimensions required for the proper location of the septic tank system.

Skate, In-Line shall mean a boot-type device, which is placed on an individual's feet. In-line skates contain wheels on the bottom of the boot, which are attached in linear fashion.

Skate Park shall mean a recreational facility containing skateboard ramps and other obstacle courses and devices for use with skateboards and in-line skates.

Skateboard shall mean a foot board mounted upon four or more wheels and is usually propelled by the user who sometimes stands, sits, kneels, or lays upon the device while it is in motion.

Skateboard Pipe shall mean an outdoor structure which is shaped into a half circle or oval, that are designed and principally intended to permit persons on skateboards to move continuously from one side to the other.

Skateboard Ramp shall mean an outdoor structure with an upward inclined surface, essentially one of the sides of a pipe, which are designed and principally intended to permit persons on skateboards to move from horizontal to vertical and back to horizontal.

Sludge shall mean solids removed from sewage during wastewater treatment and then disposed of by incineration, dumping, burial, or land application.

Solid Waste shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

Specified Anatomical Areas shall mean anatomical areas consisting of less than completely and opaquely covered human genitals, buttock, or female breast(s) below a point immediately above the top of the areola.

Specified Sexual Activities shall mean sexual activities prohibited by state law.

Spot Zoning shall mean an arbitrary zoning or rezoning of a small tract of land that is not consistent with the comprehensive land use plan and primarily promotes the private interest of the owner rather than the general welfare. Spot zoning usually results from an upzoning to a more intensive use classification.

Standard System shall mean a sewage treatment system employing a building sewer, septic tank, and a standard soil absorption system.

State shall mean the State of Nebraska.

ORDINANCE NO. 9208 (Cont.)

Storage shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than thirty (30) days.

Storm Drain shall mean a conduit that carries natural storm and surface water drainage but not sewage and industrial wastes, other than unpolluted cooling water.

Stormwater Detention shall mean any storm drainage technique that retards or detains runoff, such as a detention or retention basin, parking lot storage, rooftop storage, porous pavement, dry wells, or any combination thereof. Said detention shall be designed by a licensed professional engineer and approved by the City.

Stormwater Management shall mean the collecting, conveyance, channeling, holding, retaining, detaining, infiltrating, diverting, treating, or filtering of surface water, or groundwater, and/or runoff, together with applicable managerial (non-structural) measures.

Stormwater Runoff shall mean surplus surface water generated by rainfall that does not seep into the earth but flows over land to flowing or stagnant bodies of water.

Story, One-Half shall mean the same as "Half-Story".

Street shall mean a public thoroughfare or right-of-way dedicated, deeded, or condemned for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except as excluded in this chapter.

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

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

Street, Curvilinear shall mean local streets that deviate from straight alignment and change direction without sharp corners or bends.

Street, Local shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.

Street, Looped shall mean a continuous local street without intersecting streets and having its two (2) outlets connected to the same street.

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

Street, Private shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties. The term "private street" includes the term "place."

Street, Side shall mean that street bounding a corner or reversed corner lot and which extends in the same general direction as the line determining the depth of the lot.

Street Centerline shall mean the centerline of a street right-of-way as established by official surveys.

Street Frontage shall mean the distance for which a lot line of a zone lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

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

Street Hardware shall mean man-made objects other than buildings that are part of the streetscape. Examples are: lamp posts, utility poles, traffic signs, benches, litter containers, planting containers, letter boxes, fire hydrants.

Street Line shall mean a dividing line between a lot, tract, or parcel of land and the contiguous street.

Streetscape shall mean the scene as may be observed along a public street or way composed of natural and man-made components, including buildings, paving, plantings, street hardware, and miscellaneous structures.

Structure shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming and wading pools and covered patios, signs and towers, excepting outdoor areas such as paved areas, walks, tennis courts, and similar recreation areas.

Structure, Temporary shall mean a structure without any foundation or footing and removed when the designated time period, activity, or use for which the temporary structure was erected has ceased.

Structural, Alteration shall mean any change in the support members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, or retaining walls or similar components.

ORDINANCE NO. 9208 (Cont.)

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

Surface Waters shall mean all waters within the jurisdiction of this state, including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, watercourses, waterways, springs, canal systems, drainage systems, and all other bodies or accumulations of water, natural or artificial, public or private, situated wholly or partly within or bordering upon the state.

Tanning Studio shall mean any business that uses artificial lighting systems to produce a tan on an individual's body. These facilities may be either a stand-alone business or as an accessory use in spas, gymnasiums, athletic clubs, health clubs, and styling salons. This use is not included with any type of adult establishment.

Tattoo Parlor / Body Piercing Studio shall mean an establishment whose principal business activity is the practice of tattooing and/or piercing the body of paying customers.

Tavern (See Bar.)

Temporary Use shall mean a use intended for limited duration to be located in a zoning district not permitting such use.

Theater shall mean a building or structure used for dramatic, operatic, motion pictures, or other performance, for admission to which entrance money is received and no audience participation or meal service.

Tower see definition in §36-169 of this chapter.

Townhouse shall mean a one-family dwelling unit, with a private entrance, which part of a structure whose dwelling units are attached horizontally in a linear arrangement, and having a totally exposed front and rear wall to be used for access, light, and ventilation.

Trailer, Automobile see definition in §22-1 of this code.

Truck Repair shall mean the repair, including major mechanical and body work, straightening of body parts, painting, welding, or other work that may include noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in gasoline service stations, of trucks having a hauling capacity of over one (1) ton and buses but excluding pickups and other vehicles designed for the transport of under eight (8) passengers.

Upzoning shall mean a change in zoning classification of land to a more intensive or less restrictive district such as from residential district to commercial district or from a single family residential district to a multiple family residential district.

Use shall mean the purpose or activity for which land or buildings are designed, arranged, or intended or for which land or buildings are occupied or maintained.

Use, Best shall mean the recommended use or uses of land confined in an adopted comprehensive plan. Such use represents the best use of public facilities, and promotes health, safety and general welfare.

Use, Highest shall mean an appraisal or real estate market concept that identifies the use of a specific tract of land that is most likely to produce the greatest net return on investment.

Use, Permitted shall mean any land use allowed without condition within a zoning district.

Use, Principal shall mean the main use of land or structure, as distinguished from an accessory use. (Also, see Building, Principal.)

Use, Prohibited shall mean any use of land, other than nonconforming, which is not listed as a permitted use or conditional use within a zoning district.

Utilitarian Structure shall mean a structure or enclosure relating to mechanical or electrical services to a building or development.

Utility Easement shall mean the same as "Easement".

Utility Hardware shall mean devices such as poles, crossarms, transformers and vaults, gas pressure regulating assemblies, hydrants, and buffalo boxes that are used for water, gas, oil, sewer, and electrical services to a building or a project.

Utilities, Overhead or Underground "Local Distribution" System of shall mean the local service distribution circuit or lines and related appurtenances served from a substation, town border station, reservoir, or terminal facility which is served from a main supply line, main transmission line, or main feeder line as may be applicable to electric, communications, gas, fuel, petroleum, fertilizer, or other chemical utilities. Local electric distribution systems shall be limited to include all lines and appurtenances carrying a primary voltage of less than 161 KV from an electric transformer substation to the consumer. The local telephone distribution system shall be limited to include the local exchange lines, the local toll lines, and the local communications equipment facilities structure.

Utilities, Overhead or Underground "Transmission Line, Supply Line, Wholesale Carrier or Trunk Line, Main Feeder Line" or other applicable designation shall mean the main supply or feeder line serving a local distribution system of utilities, and shall include but is not limited to pumping stations, substations, regulating

ORDINANCE NO. 9208 (Cont.)

stations, generator facilities, reservoirs, tank farms, processing facilities, terminal facilities, towers, and relay stations, and treatment plants.

Utility Service shall mean any device, including wire, pipe, and conduit, which carries gas, water, electricity, oil, wastewater and communications into a building or development.

Variance shall mean a relief from or variation of the provisions of this chapter, other than use regulations, as applied to a specific piece of property, as distinct from rezoning.

Vegetation shall mean all plant life; however, for purposes of this chapter it shall be restricted to mean trees, shrubs, and vines.

Vehicle shall mean every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved solely by human power or used exclusively upon stationary rails or tracks.

Vehicle, Motor (See Motor Vehicle.)

Warehouse shall mean a building used primarily for the storage of goods and materials.

Warehouse and Distribution shall mean a use engaged in storage, wholesale, and distribution of manufactured products, supplies, and equipment.

Waste Handling System shall mean any and all systems, public or private, or combination of said structures intended to treat human or livestock excrement and shall include the following types of systems:

(A) **Holding pond** shall mean an impoundment made by constructing an excavated pit, dam, embankment or combination of these for temporary storage of liquid livestock wastes, generally receiving runoff from open lots and contributing drainage area.

(B) **Lagoon** shall mean an impoundment made by constructing an excavated pit, dam, embankment or combination of these for treatment of liquid livestock waste by anaerobic, aerobic or facultative digestion. Such impoundment predominantly receives waste from a confined livestock operation.

(C) **Liquid manure storage pits** shall mean earthen or lined pits located wholly or partially beneath a semi or totally housed livestock operation or at some removed location used to collect waste production.

(D) **Sediment** shall mean a pond constructed for the sole purpose of collecting and containing sediment.

Wastewater Lagoon (See Lagoon.)

Waters of the State shall mean all waters within the jurisdiction of this state, including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water surface or underground, material or artificial, public or private, situated wholly within or bordering upon the state.

Wetland shall mean an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that, under normal circumstances, does support, a prevalence of vegetation typically adapted for life in saturated soils conditions, commonly known as hydrophytic vegetation.

Wholesale Establishment shall mean an establishment for the on-premises sale of goods primarily to customers engaged in the business of reselling the goods.

Wholesale Trade shall mean a use primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies. The principal types of establishments included are: Merchant wholesalers; sales branches and sales offices (but not retail stores) maintained by manufacturing enterprises apart from their plants for the purpose of marketing their products; agents, merchandise or commodity brokers, and commission merchants; petroleum bulk storage, assemblers, buyers, and associations engaged in cooperative marketing of farm products. The chief functions of uses in wholesale trade are selling goods to trading establishments, or to industrial, commercial, institutional, farm and professional; and bringing buyer and seller together. In addition to selling, functions frequently performed by wholesale establishments include maintaining inventories of goods; extending credit; physically assembling, sorting and grading goods in large lots, breaking bulk and redistribution in smaller lots; delivery; refrigeration; and various types of promotion such as advertising and label designing.

Yard shall mean any open space on the same lot with a building or a dwelling group, which open space is unoccupied and unobstructed from the ground upward to the sky, except for building projections or for accessory buildings or structures permitted by this chapter.

Yard, Front shall mean a space between the front yard setback line and the front lot line or highway setback line, and extending the full width of the lot. On corner lots, the front yard shall always be on the narrow side of the lot.

Yard, Rear shall mean a space between the rear yard setback line and the rear lot line, extending the full width of the lot.

ORDINANCE NO. 9208 (Cont.)

Yard, Side shall mean a space extending from the front yard, or from the front lot line where no front yard is required by this chapter, to the rear yard, or rear lot line, between a side lot line and the side yard setback line.

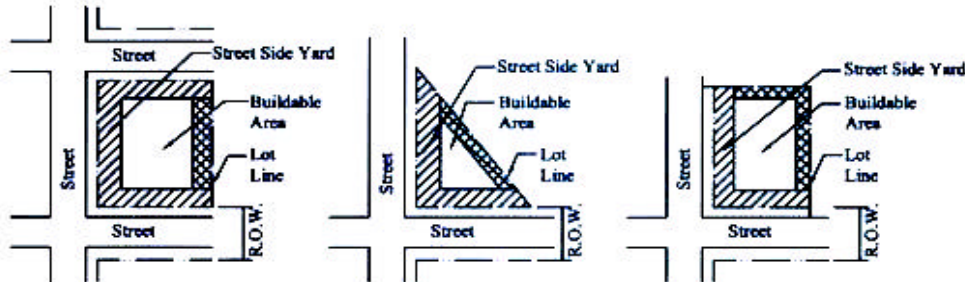
Zone Lot shall mean a parcel of land in single ownership that is of sufficient size to meet minimum zoning requirements for area, coverage, and use, and that can provide such yards and other open spaces as required by this chapter.

Zoning Official shall mean the person or persons authorized and empowered by the city to administer and enforce the requirements of this chapter.

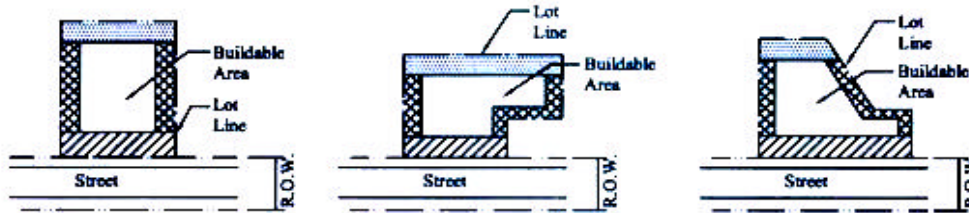
Zoning District shall mean the same as "District".

Zoning District, Change of shall mean the legislative act of removing one (1) or more parcels of land from one (1) zoning district and placing them in another zoning district on the Official Zoning Map.

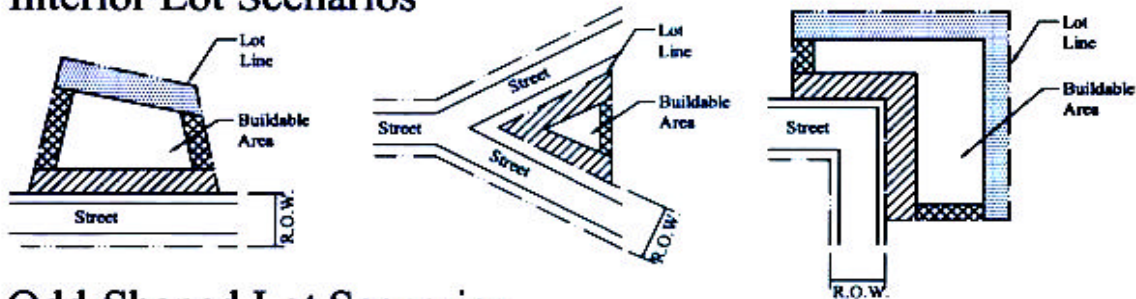
Amended by Ordinance No. _____, effective _____



Corner Lot Scenarios



Interior Lot Scenarios



Odd-Shaped Lot Scenarios



Example of possible Lot Configurations and Yard

ORDINANCE NO. 9208 (Cont.)

ORDINANCE NO. 9208 (Cont.)

SECTION 2. Section 36-8 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

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

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

Enacted: March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item F2

#9209 - Consideration of Changes to the Grand Island City Code Chapter 36

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9209

An ordinance to amend Chapter 36 of the Grand Island City Code specifically, to amend Sections 36-68, 36-69, and 36-73 to add Recreational Vehicle Pads as a permitted use; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

SECTION 1. Sections 36-68, 36-69 and 36-73 of the Grand Island City Code are hereby amended to read as follows:

§36-68. (B-2) General Business Zone

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

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

- (1) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]
- (2) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]
- (3) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (4) Dwelling units
- (5) Board and lodging houses, fraternity and sorority houses
- (6) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (7) Public parks and recreational areas
- (8) Country clubs
- (9) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (10) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (11) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (12) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a

ORDINANCE NO. 9209 (Cont.)

landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties

(13) Public and quasi-public buildings for cultural use

(14) Railway right-of-way but not including railway yards or facilities

(15) Nonprofit community buildings and social welfare establishments

(16) Hospitals, nursing homes, convalescent or rest homes

(17) Radio and television stations (no antennae), private clubs and meeting halls

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

(19) Preschools, nursery schools, day care centers, children's homes, and similar facilities

(20) Group Care Home with less than eight (8) individuals

(21) Elderly Home, Assisted Living

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

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

(24) Specific uses such as: archery range, billboards, drive-in theater, golf driving range, storage yard (no junk, salvage or wrecking)

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

(26) Parking Lots

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

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

(1) Recycling business

(2) Towers

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

(C) Permitted Accessory Uses:

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

(2) Recreational Vehicle Pads accessory to Hotel/Motel Uses with the following restrictions:

a) Number of pads shall not exceed 10% of the number of sleeping rooms available at the hotel/motel to a maximum of 15 pads

b) The hotel/motel shall continue to provide all required parking spaces.

c) Water service shall not be provided at the pad

d) Sewer service shall not be provided at the pad. A publicly accessible dump station must be available at the hotel/motel or within ½ mile of the hotel/motel.

e) Pads shall not be located in any required setback

f) All RV pads shall be provided with a landscape buffer yard or street yard as identified in the landscaping section of this code.

g) Pads shall not be accessible from any public way.

(D) Space Limitations:

ORDINANCE NO. 9209 (Cont.)

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

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

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

(E) Miscellaneous Provisions:

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

Amended by Ordinance No. _____, effective _____

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

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

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

- (1) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (2) Boarding and lodging houses, fraternity and sorority houses
- (3) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (4) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (5) Country clubs
- (6) Dwelling units
- (7) Elderly Home, Assisted Living
- (8) Group Care Home with less than eight (8) individuals
- (9) Hospitals, nursing homes, convalescent or rest homes
- (10) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is so used
- (11) Nonprofit community buildings and social welfare establishments
- (12) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]

ORDINANCE NO. 9209 (Cont.)

- (13) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery, etc.
 - (14) Preschools, nursery schools, day care centers, children's homes, and similar facilities
 - (15) Public parks and recreational areas
 - (16) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
 - (17) Public and quasi-public buildings for cultural use
 - (18) Radio and television stations (no antennae), private clubs and meeting halls
 - (19) Railway right-of-way but not including railway yards or facilities
 - (20) Specific uses such as: archery range, drive-in theatre, golf driving range
 - (21) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix (Attachment A hereto)
 - (22) Stores and shops for the conduct of wholesale business, including sale of used merchandise.
 - (23) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
 - (24) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
 - (25) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar uses
 - (26) Other uses as indicated in the Zoning Matrix [Attachment A hereto]
- (B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (AC) Arterial Commercial Overlay District as approved by City Council.
- (1) Towers
 - (2) Campgrounds including those serving recreational vehicles subject to following conditions:
 - a) Developer shall submit a diagram of the proposed camp ground including a plot plan of the pads, landscaping plan, utility plan and interior street plan with the application for a conditional use permit
 - b) A minimum of one toilet and one lavatory for each sex shall be provided for the exclusive use of the park occupants. An additional toilet and lavatory for each sex shall be provided for each fifteen (15) sites or fraction thereof.
 - c) All RV pads shall be provided with a landscape buffer yard or street yard as identified in the landscaping section of this code.
 - d) Pads shall not be accessible from any public way.
- A)
- (C) Permitted Accessory Uses:
 - (1) Buildings and uses accessory to the permitted principal uses
 - (2) Automotive body repair may be accessory to new or used automotive sales or rental, provided, no outside storage of parts shall be permitted.

ORDINANCE NO. 9209 (Cont.)

(3) Recreational Vehicle Pads accessory to Hotel/Motel Uses with the following restrictions:

- a) Number of pads shall not exceed 10% of the number of sleeping rooms available at the hotel/motel to a maximum of 15 pads
- b) The hotel/motel shall continue to provide all required parking spaces.
- c) Water service shall not be provided at the pad
- d) Sewer service shall not be provided at the pad. A publicly accessible dump station must be available at the hotel/motel or within ½ mile of the hotel/motel.
- e) Pads shall not be located in any required setback
- f) All RV pads shall be provided with a landscape buffer yard or street yard as identified in the landscaping section of this code.
- g) Pads shall not be accessible from any public way.

(D) Space Limitations:

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

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

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

(E) Procedure:

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

(F) Miscellaneous Provisions:

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

Amended by Ordinance No. _____, effective _____

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

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

(A) Permitted Principal Uses:

ORDINANCE NO. 9209 (Cont.)

- (1) Administrative, executive, professional, research and similar office use having limited contact with the public
 - (2) Agencies as found in the Zoning Matrix [Attachment A hereto]
 - (3) Agriculture, including the raising of field crops, tree and bush crops, animals and fowl, but not including feed lots, poultry farms, and fur farms
 - (4) Concrete or cement products manufacturing and batching plant
 - (5) Contractors storage yard or plant
 - (6) Gravel, sand or dirt removal, stockpiling, processing or distribution, and batching plant
 - (7) Manufacture, processing, assembly, fabrication and/or storage of non-hazardous products and materials
 - (8) Mortuaries, funeral homes, and funeral chapels
 - (9) Office and office buildings for professional and personal services as found in the Zoning Matrix [Attachment A hereto]
 - (10) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery
 - (11) Radio and television stations, private clubs and meeting halls
 - (12) Railway right-of-way, including yards and facilities
 - (13) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]
 - (14) Stores and shops for the conduct of wholesale business, including sale of used merchandise
 - (15) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
 - (16) Truck terminal, tractor, trailer, or truck storage, including maintenance facilities
 - (17) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
 - (18) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar uses
 - (19) Other uses found in the Zoning Matrix [Attachment A hereto]
- (B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (M-2) Heavy Manufacturing Zoning District as approved by City Council.
- (1) Automobile wrecking yard
 - (2) Acid or acid by-products manufacture
 - (3) Ammonia bleaching powder, chlorine, peroxylin or celluloid manufacture
 - (4) Explosives manufacture or storage
 - (5) Garbage, refuse, offal or dead animal reduction or disposal area
 - (6) Glue manufacture, fat rendering, distillation of bones or by-products
 - (7) Meat packing plants, including poultry and animal slaughterhouses and abattoirs
 - (8) Milling or smelting of ores
 - (9) Petroleum refining
 - (10) Motels and hotels

ORDINANCE NO. 9209 (Cont.)

- (11) Petroleum refining
- (12) Stock or feed yards
- (13) Salvage yard
- (14) Tanning, curing, or storage of hides or skins
- (15) Towers

(C) Permitted Accessory Uses:

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

(2) Recreational Vehicle Pads accessory to Hotel/Motel Uses with the following restrictions:

- a) Number of pads shall not exceed 10% of the number of sleeping rooms available at the hotel/motel to a maximum of 15 pads
- b) The hotel/motel shall continue to provide all required parking spaces.
- c) Water service shall not be provided at the pad
- d) Sewer service shall not be provided at the pad. A publicly accessible dump station must be available at the hotel/motel or within ½ mile of the hotel/motel.
- e) Pads shall not be located in any required setback
- f) All RV pads shall be provided with a landscape buffer yard or street yard as identified in the landscaping section of this code.
- g) Pads shall not be accessible from any public way.

(D) Specifically Excluded Uses:

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

(E) Space Limitations:

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

¹ None when bounded by an alley, otherwise 10 feet

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

(F) Miscellaneous Provisions:

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

Amended by Ordinance No. _____, effective _____

ORDINANCE NO. 9209 (Cont.)

SECTION 2. Sections 36-68, 36-69 and 36-73 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

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

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

Enacted: March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

ATTACHMENT “A” ZONING MATRIX

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
A																							
Abrasive, asbestos, & miscellaneous non-metallic mineral products - manufacturing					P															C		P	
Abstracting services													P	P	P	P	P	P		P	P	P	P
Accounting & bookkeeping services													P	P	P	P	P	P		P	P	P	P
Accounting, computing & office machines - manufacturing																					P	P	P
Advertising displays & signs - manufacturing																				C	P	P	P
Advertising services, direct mail													P		P	P	P	P		P	P	P	P
Advertising services, general													P	P	P	P	P	P		P	P	P	P
Agricultural, business and personal credit services including credit union													P	P	P	P	P	P		P	P	P	P
Agricultural chemicals & fertilizers - manufacturing	C	C			P																	C	
Agricultural chemical & fertilizers - wholesale	C	C			P										C							P	
Agricultural fertilizers, hazardous & non hazardous - retail														P	P	P		P			P	P	
Agricultural operations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Air conditioning, heating & plumbing contracting services														P	P	P					P	P	P
Air conditioning, refrigerated equipment & supplies - wholesale					P															P	P	P	P
Aircraft & accessories - retail					P																	P	
Aircraft storage & equipment maintenance																						P	
Airports & flying fields																						P	
Alcoholic beverages, beer & wine - wholesale					P															P	P	P	P
Alteration, pressing & garment repair services														P	P	P	P	P				P	P
Ambulance services															P	P					P	P	P
Ammunition manufacturing & complete assembly of guided missiles & space vehicles					P															P		P	
Ammunition, small arms - manufacturing					P															P		P	
Amphitheaters														C				C				C	

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Amusement, athletic & sporting goods & toys - manufacturing					P															P	P	P	P
Animal & marine fats & oils including grease & tallow, rendering - manufacturing					C																	C	
Animal hospital services	C	C					C	C						P	P	P		P			P	P	P
Antiques - retail														P	P	P	P	P	P		P	P	P
Apiary farms & processing	P	P	P	P	P		P																
Apparel & accessories - manufacturing					P															P	P	P	P
Apparel & accessories - retail														P	P	P	P	P	P		P	P	P
Apparel & accessories - wholesale					P												P				P	P	P
Apparel belts - manufacturing																							P
Apparel findings & related products - manufacturing					P																	P	P
Appliances (household) - manufacturing					P															P		P	P
Appliances (household) - retail														P	P	P	P	P				P	P
Appliances (electrical), television phonographs, tape players, radio sets - wholesale					P															P	P	P	P
Appliance repair services														P	P	P	P	P			P	P	P
Aquariums						P												P	P				
Arboretums & botanical gardens						P												P					
Architectural, engineering & planning - professional services					P								P	P	P	P	P	P		P	P	P	P
Arenas & fieldhouses	C					C									C							C	
Armateur rewinding services															C							P	P
Armed forces reserve center															C							P	
Art galleries, publicly owned						P									P			P	P				P
Artists - painters, sculptors, composers, & authors	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P
Asbestos, abrasive & miscellaneous non-metallic mineral products - manufacturing					P															C		P	
Asphalt felts & coating - manufacturing					P																	P	
Asphalt mixing plants	C	C			C																	C	
Athletic, amusement & sporting goods & toys - manufacturing					P															P	P	P	P
Athletic field or playfield	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P	P	P
Auditing, accounting & bookkeeping services													P	P	P	P	P	P			P	P	P
Auditoriums, public						P								P	P	P	P	P			P	P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Automatic temperature controls - manufacturing					P															P	P	P	P
Automobile & other motor vehicle & equipment - manufacturing					P																P	P	
Automobile & other motor vehicle repair services														P	P	P	C		P			P	P
Automobile & other motor vehicles - retail															P	P	C					P	P
Automobile & other motor vehicles - wholesale																						C	
Automobile & truck rental services															P	P						P	P
Automobile equipment - wholesale															P							P	P
Automobile parts & supplies - retail														P	P	P	P	P	P			P	P
Automobile wash services														P	P	P	C	P	P		P	P	P
B																							
Bags except textile bags - manufacturing					P																	P	P
Bait shops														P	P	P	P	P	P			P	P
Bakeries non-manufacturing - retail														P	P	P	P	P				P	P
Banking services													P	P	P	P	P	P	P			P	P
Barber services													P	P	P	P	P	P	P			P	P
Batch Plants - temporary	C	C			P										C					C		P	
Beauty services													P	P	P	P	P	P	P			P	P
Bed and breakfast residence								C	C	C	C	C	P	P	P	P							P
Beer, wine & alcoholic beverages - wholesale															P					P	P	P	P
Bicycles - retail														P	P	P	P	P			P	P	P
Biological products - manufacturing					P															C		P	
Blacksmith & welding services																						P	P
Blankbooks, loose leaf binders & devices-manuf. of					P															P		P	P
Blast furnaces, steel works & rolling of ferrous metals					C																	C	
Blueprinting & photocopying services														P	P	P	P	P				P	P
Boarding & rooming houses											C	P	P	P	P		P						P
Boat building & repair services					P															P		P	P
Boat sales, service and rentals															P	P						P	P
Boat building & repair, fiberglass					P															P		P	P
Bookbinding & misc. related work - manufacturing					P															P		P	P
Bookkeeping, auditing & accounting services													P	P	P	P	P	P			P	P	P
Books, magazines & newspapers distributing -					P										P	P	P			P		P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
wholesale																							
Books - publishing & printing					P										P					P	P	P	P
Books - retail														P	P	P	P	P				P	P
Boot & shoe cut stock & findings - manufacturing					P														P			P	P
Botanical gardens & arboretums						P												P					
Bottled gas - retail														P	P	P	P	P	P			P	
Bottling & canning soft drinks & carbonated waters					P															P		P	P
Bowling alleys														P	P	P	C	P				P	P
Boxes and paperboard containers - manufacturing					P														P			P	
Brandy, brandy spirits & wine - manufacturing	C	C	C	C	P		C															P	P
Brick & structural clay tile manufacturing					P															P		P	
Brooms & brushes - manufacturing					P															P		P	P
Building construction - general contracting services																						P	P
Building materials - retail															P	P		P				P	P
Building materials & lumber - wholesale															P			P				P	P
Building paper & building board - manufacturing					P														P			P	
Bulk petroleum stations & terminals - wholesale					C																	C	
Bus garaging & equipment maintenance																							P
Business & management consulting services													P	P	P	P	P	P				P	P
Business offices not elsewhere listed													P	P	P	P	P	P				P	P
Business associations																							
Business forms - manufacturing																							
Butter - manufacturing					P										P					P		P	P
C																							
Cabinet making - manufacturing					P															P		P	P
Cable TV maintenance yard															C							P	
Cameras & photographic supplies - retail														P	P	P	P	P	P			P	P
Camp grounds, general	C	C				P	C								C				C			C	
Camp grounds, group	C	C				P	C								C				C			C	
Candy & other confectionery products - manufacturing					P															P		P	P
Candy, nut, & confectionery - retail														P	P	P	P	P				P	P
Canes, parasols & umbrellas - manufacturing					P															P		P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Canning & preserving of fruits, vegetables & seafood's - manufacturing					P																	P	
Canvas products - manufacturing					P															P		P	
Carbon black - manufacturing					C																	C	
Cardboard, paperboard & die-cut paper - manufacturing					P															P		P	
Carpentry & wood flooring services															P	P	P	P				P	P
Carpet & rug cleaning & repair service													P	P	P	P	P	P			P	P	P
Carpet & rug - manufacturing					P															P		P	P
Cement (hydraulic) - manufacturing					C																	P	
Cemeteries							P	P														P	
Ceramic wall & floor tile - manufacturing					P															P		P	P
Cereal preparations - manufacturing					P															P		P	P
Charitable & welfare services													P	P	P	P	P	P				P	P
Cheese (natural & processed) - manufacturing					P																	P	P
Chemicals & fertilizers -mining																							
Chemicals, agricultural, nonhazardous, wholesale	C	C			C															C	C	C	
Chemicals, industrial, nonhazardous, wholesale					C																C	C	
Chemicals, industrial organic & inorganic - manufacturing					C															C		C	
Chiropractors, optometrists, & other similar health services													P	P	P	P	P	P				P	P
Churches , synagogues & temples	C	C					C	P	P	P	P	P	P	P	P	P	P	P					P
Cigarettes & cigars - manufacturing					P															P		P	P
Civic, social & fraternal associations													C	P	P	P	P	P				P	P
Civil Defense & related activities																							P
Clay, ceramic & refractory minerals - mining	C	C	C	C	C		C															C	
Clay refractories - manufacturing					P																	P	
Clock, watch & jewelry repair services														P	P	P	P	P				P	P
Clocks, watches, clockwork operated devices & parts - manufacturing					P															P		P	P
Commercial & industrial machinery, equipment & supplies - wholesale															P					P		P	P
Commodity & securities brokers, dealers & exchanges & services													P	P	P	P	P	P				P	P
Communication equipment - manufacturing					P															P		P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Composting plants					C																		
Concrete brick & block - manufacturing					P																	P	
Concrete products - manufacturing					P																	P	
Concrete, ready-mix plants					P																	P	
Concrete construction & paving services					P																	P	
Confectionery, nut & candy - retail														P	P	P	P	P				P	P
Confectionery - wholesale					P														P	P	P	P	P
Construction & lumber materials - wholesale															P			P		P		P	P
Construction, mining, & materials handling machinery & equipment - manufacturing					P														P			P	
Construction equipment - retail																P			P			P	
Construction services - temporary					C								C	C	C	C	C	C	C	C	C	C	C
Convalescent,, nursing & rest home services											C	C	P	P	P	P	P	P					
Convents								P	P	P	P	P	P	P	P	P							
Convenience store														P	P	P	P	P	P			P	P
Cosmetics, perfumes, & other toiletries - manufacturing					P														P			P	P
Cottage services																							
Country club							P	P	P	P	P	P	P	P	P	P		P					
Crating & packing services					P														P			P	P
Credit reporting, adjustment & collection services													P	P	P	P	P	P			P	P	P
Credit unions & agricultural, business & personal credit services													P	P	P	P	P	P			P	P	P
Crematory, funeral & mortuary services													P	P	P	P	P	P				P	
Curtains, draperies & upholstery - retail														P	P	P	P	P				P	P
Cut stone & stone products - manufacturing					P														P			P	
D																							
Dairy products - retail														P	P	P	P	P				P	P
Dairy products - wholesale					P										P							P	P
Day care centers							C	C	C	C	C	P	P	P	P	P	P	P				C	P
Dental equipment & supplies - manufacturing					P									P	P	P	P	P		P		P	P
Dental laboratory services					P									P	P	P	P	P		P	P	P	P
Dental services													P	P	P	P	P	P				P	P
Department stores - retail														P	P	P	P	P				P	P
Detective & protective services													P	P	P	P	P	P			P	P	P

[illegible]

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Exhibition halls															P	P	P	P				P	P
Explosives - manufacturing					C														C		C		
Exterminating															P	P					P	P	P
Extracts & flavoring syrups - manufacturing					P														P		P	P	P
Extrusion, drawing, & rolling of non-ferrous metals - manufacturing					P														P		P		
F																							
Fabricated structural metal products - manufacturing					P														P		P		
Fabricated wire products - manufacturing					P														P		P		
Fairgrounds	C	C		P											P						P		
Farm machinery & equipment - retail															P				P		P		
Farm machinery & equipment - manufacturing					P														P		P		
Farm machinery & equipment - wholesale																			P	P	P		
Farm products warehousing & storage excluding stockyards - nonhazardous															P				P	P	P	P	P
Farm supplies - retail															P						P	P	P
Farms & ranches - livestock	P	P	P	P	P		P																
Farms, commercial forestry	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, grain crops	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, hay & alfalfa	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, fiber crops	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, fruits, nuts or vegetables	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farms, nursery stock	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Feeding operation - confined	C	C	C	C	C		C																
Feed preparation for animals & fowls					P																	P	
Feeds, grains & hay - retail					P										P							P	
Felt goods - manufacturing					P																	P	
Fertilizers, agricultural hazardous - retail																						P	
Fertilizers, agricultural nonhazardous - retail															P							P	
Fertilizers & chemicals - mining	C	C	C	C	C																		
Fieldhouses & arenas						P									C							C	
Fire protection & related activities															P					P	P	P	P
Fish & seafood's - retail														P	P	P	P	P				P	P
Fish & seafood's - wholesale															P							P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Fish farms	P	P	P	P			P																
Fish hatcheries	P	P	P	P			P																
Fishing & hunting clubs	P	P	P	P		P	P																
Flat glass - manufacturing					P														P			P	
Floor covering - retail															P	P	P	P				P	P
Florists - retail														P	P	P	P	P				P	P
Flour & other grain mill products - manufacturing					P														P			P	P
Flour blending & preparing - manufacturing					P														P			P	P
Food lockers & storage services														P	P	P	P	P			P	P	P
Foundries, iron & steel - manufacturing					P																	P	
Foundries, nonferrous metals - manufacturing					P														P			P	
Fraternal, civic & social associations													C	P	P	P	P	P				P	P
Fraternity & sorority houses													P	P	P	P	P						
Freight forwarding services					P																P	P	P
Frozen desserts & ice cream - manufacturing					P																	P	P
Fruits & vegetables (fresh) - wholesale					P										P						P	P	P
Fruits & vegetables - retail														P	P	P	P	P				P	P
Fuel, except fuel oil & bottled gas - retail														P	P	P	P	P	P			P	P
Fuel oil - retail															P						P	P	
Funeral, mortuary & crematory services													P	P	P	P	P	P				P	
Fur dressing & dyeing - manufacturing					P														P			P	P
Fur goods - manufacturing					P														P			P	P
Fur repair & storage services															P	P	P	P			P	P	P
Furniture & home furnishings - wholesale															P				P	P	P	P	P
Furniture (household) - manufacturing					P														P			P	P
Furniture - retail															P	P	P	P				P	P
Furniture repair & reupholstery services														P	P	P	P	P				P	P
Furries & fur apparel - retail															P	P	P	P				P	P
Furs (raw), hides & skins - wholesale					P																	P	
G																							
Garden supplies & landscape nursery - retail															P	P	P	P				P	P
Garment repair, alteration & pressing services														P	P	P	P	P				P	P
Gas & petroleum (crude) drilling	C	C	C	C	C																		
Gas & petroleum (crude) field services					P																	P	
Gasoline service stations - retail														P	P	P	P	P				P	P

[illegible]

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Handbags & other personal leather goods - manufacturing					P															P		P	P
Hardware - retail														P	P	P	P	P				P	P
Hardware - wholesale					P										P							P	P
Hardwood dimension & flooring - manufacturing					P															P		P	P
Harvesting services	P	P	P	P			P																
Hats, caps, & millinery - manufacturing					P															P		P	P
Hay, grains & feeds - retail															P							P	
Health resorts													C		P	P	P		P		C	C	P
Health & exercise spas														P	P	P	P	P	P			P	P
Hearing aids, optical goods, orthopedic appliances & other similar devices - retail													P	P	P	P	P	P				P	P
Heating, air conditioning & plumbing contracting services															P						P	P	P
Heating & plumbing equipment & supplies - retail															P		P	P				P	P
Heating apparatus (except electrical) and plumbing fixtures - manufacturing					P															P	P	P	P
Heliport pads																						P	
Hides, skins, & raw furs - wholesale					P																	P	
Hobby supplies - retail														P	P	P	P	P				P	P
Holding & investment services													P	P	P	P	P	P			P	P	P
Hospital services													P		P	P	P	P					
Hotels, tourist courts, & motels															P	P	P	P	P		C	C	P
House Furnishings, textile (except curtains & draperies) - manufacturing					P															P		P	P
Household appliances - retail															P	P	P	P				P	P
Hunting & fishing clubs						P																	
I																							
Ice cream & frozen desserts - manufacturing					P															P	P	P	P
Ice - manufacturing					P															P	P	P	P
Ice - retail														P	P	P	P	P	P	P	P	P	P
Ice skating rinks, indoor						P									P			P				P	P
Industrial laundry & linen supply services					P																P	P	P
Industrial leather belting & packing - manufacturing					P															P		P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Industrial & commercial machinery, equipment & supplies - wholesale					P															P	P	P	P
Industrial machinery equipment - manufacturing					P															P	P	P	P
Industrial waste disposal					C																	C	
Instruments for mechanical measuring & controlling except automatic temperature controls - manufacturing					P															P	P	P	P
Insurance agents & brokers services													P	P	P	P	P	P				P	P
Insurance carriers													P	P	P	P	P	P				P	P
Internet service													P	P	P	P	P	P		P	P	P	P
Investment & holding services													P	P	P	P	P	P				P	P
J																							
Janitorial services															P		P					P	P
Jewelry & precious metals - manufacturing					P															P	P	P	P
Jewelry - retail															P	P	P	P	P			P	P
Jewelry, watch & clock repair services															P	P	P	P	P			P	P
K																							
Kennels-commercial																						P	
Kennels-private																						P	
Knit goods - manufacturing					P															P	P	P	P
Kennels-animal shelter non-commercial																					P	P	
L																							
Labor unions & similar labor organizations													P		P	P	P	P			P	P	P
Lace goods - manufacturing					P															P	P	P	P
Lamp shades - manufacturing					P															P	P	P	P
Landscape contracting services					P										P			P				P	
Landscape nursery & garden supplies - retail														P	P	P	P	P				P	
Lapidary work														P	P	P	P	P				P	P
Laundrying & dry cleaning pickup service																					P	P	P
Laundrying & dry cleaning, self-service														P	P	P	P	P				P	P
Laundrying, dry cleaning & dyeing services, except rugs														P	P	P	P	P				P	P
Lawn care - services															P	P					P	P	P
Leather & fleece lined clothing - manufacturing					P															P	P	P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Leather gloves & mittens - manufacturing					P															P	P	P	P
Leather tanning & finishing - manufacturing					C																	C	
Legal services													P	P	P	P	P	P				P	P
Libraries								P	P	P	P	P	P	P	P	P	P	P					
Lime products - manufacturing					C																	C	
Linen supply & industrial laundry services					P																P	P	P
Linoleum, asphalt -felt-base, and other hard surface floor cover - manufacturing					P																	P	
Liquid petroleum gas - wholesale					P																	P	
Liquor - retail														P	P	P	P	P				P	P
Livestock feeding operations	C	C	C	C	C		C																
Livestock -wholesale																						C	
Locksmith services														P	P	P	P	P				P	P
Lubricating oils & greases - manufacturing					P																	C	
Luggage - manufacturing					P															P	P	P	P
Lumber & building materials - wholesale															P							P	P
Lumber yards - retail															P	P	P	P				P	P
M																							
Machine shop - manufacturing					P															P	P	P	P
Magazines & newspapers - retail														P	P	P	P	P		P	P	P	P
Magazines, books, & newspapers distributing - wholesale																P	P			P	P	P	P
Mail order houses - retail																						P	P
Mailing, duplicating, & stenographic services															P	P	P	P				P	P
Malt liquors - manufacturing					P																	P	
Management & business consulting services													P	P	P	P	P	P				P	P
Masonry, stonework, tile setting & plastering services															P	P	P	P				P	P
Massage services															P	P	P	P	P			P	P
Matches - manufacturing					C																	C	
Mausoleums																							
Meat & meat packing products - wholesale															P		P					P	
Meat packing - manufacturing					C																	C	
Meats - retail														P	P	P	P	P				P	P
Medical & surgical instruments & apparatus - manufacturing					P															P	P	P	P

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

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Musical instruments & supplies - retail														P	P	P	P	P				P	P
Musical instruments & parts - manufacturing																			P	P	P	P	
N																							
Newspaper & magazines - retail														P	P	P	P	P				P	P
Newspapers, books & magazines distribution - wholesale															P		P			P	P	P	P
Newspapers publishing & printing															P		P			P	P	P	P
News syndicate services													P		P	P	P	P		P	P	P	P
Nonmetallic mining, except fuel - services					P																	P	
Noodles, macaroni, spaghetti & vermicelli - manufacturing					P															P	P	P	P
Notions, dry goods - wholesale					P										P					P	P	P	P
Novelties, gifts & souvenirs - retail														P	P	P	P	P	P			P	P
Nursery stock farms	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Nursing, convalescent & rest home services											C	C	P	P	P	P	P	C					
Nuts, bolts, screws, rivets, & washers, & screw machine products - manufacturing					P															P	P	P	P
O																							
Office & store fixtures, partitions, shelving, & lockers - manufacturing					P															P	P	P	P
Office, computing & accounting machines - manufacturing					P															P	P	P	P
Office furniture - manufacturing					P															P	P	P	P
Oilcloth, plastic fabric & vinyl products - manufacturing					C																	C	
Ophthalmic goods - manufacturing					P															P	P	P	P
Optical goods, hearing aids, orthopedic appliances & other similar devices - retail													P	P	P	P	P	P				P	P
Optical instruments & lenses - manufacturing					P															P	P	P	P
Optometrists, chiropractors & other similar health services													P	P	P	P	P	P				P	P
Ornamental iron works - manufacturing					P															P	P	P	P
Orphanages										C	C	P	P	P	P		P						
Orthopedic, prosthetic & surgical appliances & supplies - manufacturing					P															P	P	P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Outdoor advertising services														P					P			P	P
P																							
Packing & crating services					P														P		P	P	
Padding & upholstery filling - manufacturing					P														P	P	P	P	
Paint, glass, & wallpaper - retail														P	P	P	P	P				P	P
Painting & paper hanging services															P	P	P					P	P
Paints, varnishes, lacquers, enamels, and allied products - manufactured					C																	C	
Paper & paper products - wholesale					P										P					P	P	P	P
Paperbound containers & boxes - manufacturing					P															P	P	P	
Paperboard - manufacturing					P															P	P	P	
Paper coating & glazing - manufacturing					P															P	P	P	
Paper, except building paper - manufacturing					P															P	P	P	
Paper hanging & painting services															P	P	P					P	P
Parasols, umbrellas & canes - manufacturing					P																		P
Parks, public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Partitions, shelving, lockers & office & store fixtures - manufacturing					P															P	P	P	P
Paunch manure - application, incorporation, stockpiling, disposal	C		C	C	C																		
Periodicals, publishing & printing					P										P		P			P	P	P	P
Petroleum bulk stations & terminal - wholesale					C																	C	
Petroleum pipeline R/W	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Petroleum pressure control stations																							
Petroleum (crude) & gas field services					P																	P	
Petroleum (crude) & natural gas drilling	C	C	C		C																	C	
Petroleum refining					C																	C	
Pets & pet grooming - retail														P	P	P	P	P				P	P
Pharmaceutical preparations - manufacturing					P																	P	P
Photocopying & blue printing services														P	P	P	P	P				P	P
Photoengraving															P	P	P	P				P	P
Photofinishing services														P	P	P	P	P				P	P
Photographic equipment & supplies - manufacturing					P															P	P	P	P
Photographic studios & services														P	P	P	P	P				P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Photographic supplies & cameras - retail														P	P	P	P	P	P			P	P
Physicians' services													P	P	P	P	P	P				P	P
Planetarium															P	P		P	P	P		P	P
Planing mills, general - manufacturing					P															P	P	P	P
Planning, architectural & engineering professional services													P	P	P	P	P	P			P	P	P
Plastering, masonry, stone work & tile setting services															P	P	P	P				P	P
Plastic fabric, vinyl products & oilcloth - manufacturing					P															P	P	P	
Plastic materials & synthetic resins, synthetic rubber, synthetic & other manmad materials - manufacturing					C																	C	
Plastic products - manufacturing					P																	P	
Playfields & athletic fields	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P	P	P
Playgrounds						P	P	P	P	P	P	P	P	P	P	P	P	P	P				P
Play lot or tot lot						P	P	P	P	P	P	P	P	P	P	P	P	P	P				P
Pleating, decorative & novelty stitching & tucking for the trade - manufacturing					P															P	P	P	P
Plumbing & heating equipment & supplies - retail															P		P	P				P	P
Plumbing fixtures & heating apparatus (except electrical) - manufacturing					P															P	P	P	P
Plumbing, heating, & air conditioning contracting services															P						P	P	P
Plywood & veneer - manufacturing					P															P	P	P	
Porcelain electrical supplies - manufacturing					P															P	P	P	P
Pottery - manufacturing					P															P	P	P	P
Poultry & eggs - retail																P		P				P	
Poultry & poultry products - wholesale																P					P	P	
Poultry & small game dressing & packing					P										C							P	
Poultry hatchery services				P	P																	P	
Prefabricating wooden buildings & structural members - manufacturing																				P	P	P	P
Preserving & canning of fruits, vegetables & seafood's - manufacturing					P															P	P	P	
Pressed & molded pulp goods - manufacturing					P															P	P	P	
Pressing, alteration & garment repair services														P	P	P	P	P				P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Primary smelting & refining of nonferrous metals - manufacturing					C																	C	
Printing ink - manufacturing					P																	P	P
Printing, commercial															P	P	P	P		P	P	P	P
Printing & publishing of books					P														P	P	P	P	P
Printing & publishing of newspapers					P										P		P		P	P	P	P	P
Printing & publishing of periodicals					P										P		P		P	P	P	P	P
Private Prisons					C																	C	
Private clubs							C	C						P	P	P	P	P				P	P
Processing waste & recovering fibers & flock - manufacturing					C																	C	
Professional equipment & supplies - wholesale															P	P	P	P		P	P	P	P
Professional membership organizations													P	P	P	P	P	P			P	P	P
Professional offices not elsewhere listed													P	P	P	P	P	P			P	P	P
Pulp - manufacturing					P															P	P	P	
Q																							
Quarrying, gravel, sand & dirt	C	C	C	C	C	C	C	C						C	C	C	C	C	C	C	C	C	
Quarrying, stone	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
R																							
Race tracks & courses - animals															P							P	
Race tracks & courses - vehicle	C			C		C																C	
Radioactive materials processing & storage - manufacturing					C																	C	
Radioactive waste materials disposal					C																		
Radio broadcasting studios													P	P	P	P	P	P			P	P	P
Radios, television, phonographs, recorders & tape players - manufacturing					P														P	P	P	P	
Radios, televisions, phonographs, recorders, & tape players repair services														P	P	P	P	P				P	P
Radios, televisions, phonographs, recorders & tape players - retail														P	P	P	P	P					P
Radio transmitting stations & towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Railroad equipment & maintenance yard					P																	P	
Railroad - equipment - manufacturing					P																	P	
Railroad freight terminals					P												P					P	P

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

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Rubber footwear - manufacturing					P															P	P	P	
Rug & carpet cleaning & repair services														P	P	P	P	P				P	P
Rug & carpet - manufacturing					P															P	P	P	
S																							
Salvage yard																						C	C
Sand & gravel quarrying	C	C	C	C	C	C	C	C												C	C	C	
Sanitary landfill					C																	C	
Sanitary paper products - manufacturing					P																	P	
Sausages & other prepared meat products - manufacturing															P						P	P	
Savings & loan associations													P	P	P	P	P	P	P			P	P
Sawmills, general - manufacturing	C				P																	P	
Schools, art													P		P	P	P	P					P
Schools, barber													P		P	P	P	P					P
Schools, beauty													P		P	P	P	P					P
Schools, business													P		P	P	P	P					P
Schools, colleges													P		P	P	P	P					P
Schools, computer													P		P	P	P	P					P
Schools, correspondence													P		P	P	P	P					P
Schools, dancing													P		P	P	P	P					P
Schools, day care												P	P		P	P	P	P		C	C	C	P
Schools, driving													P		P	P	P	P					P
Schools, junior college													P		P	P	P	P					P
Schools, music													P		P	P	P	P					P
Schools, nursery												P	P		P	P	P	P					P
Schools, pre-primary	C	C					C	C	C	C	C	P	P	P	P	P	P	P					P
Schools, primary	P	P					P	P	P	P	P	P	P	P	P	P	P	P					P
Schools, professional												P	P		P	P	P	P					P
Schools, secondary							P	P	P	P	P	P	P	P	P	P	P	P					P
Schools, stenographic													P		P	P	P	P					P
Schools, technical													P		P	P	P	P					P
Schools, trade															P	P	P	P				P	P
Schools, universities													P		P	P	P	P					P
Schools, vocational															P	P	P	P				P	P
Scientific & educational research services															P	P	P	P		P	P	P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Scrap & waste materials, nonmetallic - wholesale					C																	C	
Screw machine products & bolts, nuts, screws, rivets, & washers - manufacturing					P														P	P	P	P	
Secondary smelting & refining of nonferrous metals - manufacturing					C																	C	
Second hand merchandise - retail														P	P	P	P	P				P	P
Seed treating	P				P																	P	
Seed and feed sales															P	P	P	P				P	
Sewage sludge drying beds					C																	P	
Sewage treatment facilities																			C	C	P		
Shades & venetian blinds - manufacturing					P														P	P	P	P	
Sheet metal & roofing contracting services															P						P	P	P
Shelving, partitions, lockers, & office & store fixture - manufacturing					P														P	P	P	P	
Shoe repair, shoe shining, & hat cleaning services														P	P	P	P	P	P			P	P
Shoes - manufacturing					P														P	P	P	P	
Shoes - retail														P	P	P	P	P					P
Shoes - wholesale					P										P	P	P			P	P	P	P
Shortening, table oils, margarine, & other edible fats & oils - manufacturing					P														P	P	P		
Signs & advertising displays - manufacturing					P																P	P	P
Silverware & plated ware - manufacturing					P																P	P	P
Skeet & trap shooting ranges	C	C				P	C															C	
Sludge, municipal waste - application, incorporation, stockpiling, disposal	C	C	C	C	C	C	C															C	
Smelting & refining (primary) of nonferrous metals					C																	C	
Smelting & refining (secondary) of nonferrous metals					C																	C	
Soaps & detergents (except specialty cleaners) - manufacturing					P																P	P	
Social, civic & fraternal associations								C					P	P	P	P	P	P	P		P	P	P
Social correctional, treatment & counseling services					P								P		P	P	P	P	P			P	P
Solid waste transfer stations	C	C			C		C															C	
Sorority & fraternity houses												P	P	P	P	P	P						

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Souvenirs, gifts, novelties - retail														P	P	P	P	P	P			P	P
Soybean oil milling					P															P	P	P	
Sporting, toys, amusement & athletic goods - manufacturing					P															P	P	P	P
Sporting goods - retail														P	P	P	P	P					P
Stadiums															C			C		C		P	
Stationery - retail														P	P	P	P	P				P	P
Steel pipe & tubes - manufacturing					P															P	P	P	
Steel wire drawing, steel nails & spikes - manufacturing					P															P	P	P	
Steel works, blast furnaces & the rolling of ferrous metals					C																	C	
Stenographic, duplicating, & mailing services															P	P	P	P				P	P
Stock yards	C	C	C	C	C		C															C	
Stone products & cut stone - manufacturing					P															P	P	P	
Stone - quarrying	C	C	C	C	C		C													C	C	C	
Stone work, masonry, title setting, & plastering services															P	P	P	P				P	P
Storage - mini															P	P	P	P			P	P	P
Storage & warehousing of nonhazardous products					P										P	P	P			P	P	P	P
Storage & warehousing of hazardous products					C															C	C	C	
Storage & warehousing of household goods					P										P	P	P			P	P	P	P
Store & office fixtures, lockers, partitions & shelving - manufacturing					P															P	P	P	P
Sugar refining - manufacturing					C																	C	
Surgical & medical instruments & apparatus - manufacturing					P															P	P	P	P
Swimming clubs															P	P	P	P				P	
Synagogues, churches, & temples	C	C					C	P	P	P	P	P	P	P	P	P	P	P					P
Synthetic, resins, synthetic rubber, plastic materials, synthetic & other manmade fibers (except glass) - manufacturing					C																C	C	
T																							
Tailoring (custom)														P	P	P	P	P				P	P
Taverns														P	P	P	P	P	P			P	P
Taxicab dispatch															P	P	P				P	P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Taxicab garaging & maintenance																P	P					P	P
Telegraph communications													P	P	P	P	P	P	P			P	P
Telephone business office													P	P	P	P	P	P	P			P	P
Telephone exchange stations															P		P				P	P	P
Telephone maintenance yard															P		P					P	P
Telephone relay towers (microwave)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Television broadcasting studios															P	P	P	P				P	P
Television, radios, phonographs, recorders & tape players - manufacturing					P															P	P	P	P
Television, radios, phonographs, recorders & tape players repair services														P	P	P	P	P				P	P
Television, radios, phonographs, recorders, & tape players - retail														P	P	P	P	P				P	P
Television transmitting stations & relay towers	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Temples, churches, & synagogues	C	C					C	P	P	P	P	P	P	P	P	P	P	P					P
Tennis clubs						P									P	P						P	
Textile bags - manufacturing					P															P	P	P	
Testing, research, & development services					P															P	P	P	P
Theaters, legitimate														P	P	P	P	P	P			P	P
Theaters, motion picture, indoor														P	P	P	P	P	P			P	P
Theaters, motion picture, outdoor							C							P								P	P
Threads & yarns - manufacturing					P															P	P	P	
Tile setting, masonry, plastering & stone work services															P	P	P	P				P	P
Tire cord & fabric - manufacturing					P															P	P	P	
Tire & inner tubes - manufacturing					C															C	C	C	
Tires & inner tubes - wholesale					P										P	P	P	P		P	P	P	
Title abstracting services													P	P	P	P	P	P				P	P
Tobacco & tobacco products - wholesale															P		P			P	P	P	P
Tobacco & snuff - manufacturing					P															P	P	P	
Tobacco leaf - wholesale					P																P	P	
Tobacco stemming & redrying					C																	C	
Tot lot or play lot						P	P	P	P	P	P	P	P	P	P	P	P	P	P				P
Tourist courts, hotels, & motels															P	P	P	P	P		C	C	P
Toys, amusement, sporting & athletic goods - manufacturing					P															P	P	P	P

Land Use Categories																							
	AG-1	AG-2	AG-SC	AG-SE	AG-SI	SRC	TA-1	LLR	R-1	R-2	R-3	R-4	RO	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Transportation equipment and supplies (except motor vehicles)																							P
Trap & skeet shooting ranges	C	C				P	C															C	P
Travel arranging services													P	P	P	P	P	P	P			P	P
Truck & automobile rental services															P	P	P	P	P			P	P
Truck wash services					P													P	P	P	P	P	P
Turbines & engines - manufacturing					P														P	P	P	P	P
U																							
Utility substations, pumping station, water reservoir & telephone exchange	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Upholstery, draperies, & curtains - retail															P	P	P	P				P	P
Upholstery filling & padding - manufacturing					P														P	P	P	P	P
V																							
Variety & discount stores - retail														P	P	P	P	P				P	P
Vegetable oil milling (except cottonseed & soybean)					P														P	P	P		
Veneer & plywood - manufacturing					P														P	P	P		
Vending machine operations - retail															P	P	P	P			P	P	P
Venetian blinds & shades - manufacturing					P														P	P	P	P	P
Veterinarian services	C	C			C		C	C					P	P	P	P	P	P				P	P
Vinyl products, plastic fabric & oilcloth - manufacturing					P														P	P	P		
Vitreous china plumbing fixtures, china, earthenware fillings & bathroom accessories - manufacturing					P														P	P	P		P
Vitreous china, table & kitchen articles - manufacturing					P														P	P	P	P	P
W																							
Wallpaper - manufacturing					P														P	P	P	P	P
Wallpaper, paint & glass - retail														P	P	P	P	P				P	P
Warehousing & storage of hazardous products					C														C	C	C		
Warehousing & storage of nonhazardous products					P														P	P	P	P	P
Warehousing & storage of household goods					P										P		P	P	P	P	P	P	P
Watch, clock, & jewelry repair services														P	P	P	P	P				P	P

[illegible]



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item F3

#9210 - Consideration of Changes to the Grand Island City Code Chapter 36 Relative to Wind Energy Systems

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9210

An ordinance to amend Chapter 36 of the Grand Island City Code specifically, to amend Sections 36-103 to provide definitions, standards, setbacks and regulations regarding wind energy systems; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

SECTION 1. Sections 36-103 of the Grand Island City Code are hereby amended to read as follows:

36-103 Wind Energy Conversion Systems

Definitions

The following are defined for the specific use of this section.

- A. **Aggregate Project** shall mean projects that are developed and operated in a coordinated fashion, but which have multiple entities separately owning one or more of the individual WECS within the larger project. Associated infrastructure such as power lines and transformers that service the facility may be owned by a separate entity but are also part of the aggregated project.
- B. **Commercial WECS** shall mean a wind energy conversion system of equal to or greater than 100 kW in total name plate generating capacity.
- C. **Connector Line** shall mean any power conductor that carries electrical power from one or more wind turbines to the point of interconnection with the distribution system.
- D. **Hub Height** shall mean the distance from ground level as measured to the centerline of the rotor.
- E. **Fall Zone** shall mean the area, defined as the furthest distance from the tower base, in which a guyed or tubular tower will collapse in the event of a structural failure. This area may be less than the total height of the structure.
- F. **Meteorological Tower** shall mean, for purposes of this regulation, a tower which is erected primarily to measure wind speed and directions plus other data relevant to siting a Wind Energy Conversion System. Meteorological towers do not include towers and equipment used by airports, the Nebraska Department of Roads, or other applications to monitor weather conditions.

ORDINANCE NO. 9210 (Cont.)

- G. **Property Line** shall mean the boundary line of the area over which the entity applying for a Wind Energy Conversion System permit has legal control for the purpose of installing, maintaining and operating a Wind Energy Conversion System.
- H. **Public Conservation lands** shall mean land owned in fee title by State or Federal agencies and managed specifically for conservation purposes, including but not limited to State Wildlife Management Areas, State Parks, federal Wildlife Refuges and Waterfowl Production Areas. For purposes of this regulation, public conservation lands will also include lands owned in fee title by non-profit conservation organizations, Public conservation lands will also include private lands upon which conservation easements have been sold to public agencies or non-profit conservation organizations.
- I. **Rotor Diameter** shall mean the diameter of the circle described by the moving rotor blades.
- J. **Small Wind Energy Conversion System (SWECS)** shall mean a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 100 kW and which is intended to primarily reduce on-site consumption of utility power.
- K. **Substations** shall mean any electrical facility to convert electricity produced by wind turbines to a higher or lower voltage for interconnection with transmission lines.
- L. **Total Height** shall mean the highest point, above ground level, reached by a rotor tip or any other part of the Wind Energy Conversion System.
- M. **Tower** shall mean the vertical structures, including the foundation, that support the electrical generator, rotor blades, or meteorological equipment.
- N. **Tower Height** shall mean the total height of the Wind Energy Conversion System, between the ground level at the base of the tower and the top of the tower, exclusive of the rotor blades.
- O. **Transmission Line** shall mean the electrical power lines that carry voltages of at least 69,000 volts (69 KV) and are primarily used to carry electric energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers.
- P. **Wind Energy Conversion System (WECS)** shall mean an electrical generating facility comprised of one or more wind turbines and accessory facilities, including but not limited to: power lines, transformers, substations and meteorological

ORDINANCE NO. 9210 (Cont.)

towers that operate by converting the kinetic energy of wind into electrical energy, which may be used on-site or distributed into the electrical grid.

Q. Wind Turbines shall mean any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy using airfoils or similar devices to capture the wind.

Small Wind Energy Conversion Systems

Purpose

It is the purpose of this regulation to promote the safe, effective and efficient use of wind energy systems installed to reduce the on-site consumption of utility supplied electricity.

Requirements

Small wind energy conversion systems shall be permitted as an Accessory Use within any district where the use is listed and allowed. Certain requirements as set forth below shall be met:

A. Tower Height

1. For all residential or residentially zoned properties tower height shall be limited to 80 feet or the maximum height for a structure in that district, tower must meet required setbacks.
2. For non-residential or non-residentially zoned properties between 20,000 square feet and one acre tower height shall be limited to 80 feet or the maximum height for a structure in that district, tower must meet required setbacks.
3. For non-residential or non-residentially zoned properties greater than one acre in size, there is no limitation on tower height, except that the tower must meet required setbacks.

B. Minimum Lot Size

1. Towers shall not be permitted on any lot of less than 20,000 square feet

C. Setbacks

1. No part of the wind system structure, including guy-wire anchors, may extend closer than 10 feet to the property lines of the installation site; tower must meet required underlying setbacks.

D. Noise

1. Small wind energy systems shall not exceed 60 dBA, as measured at the closet neighboring inhabited dwelling unit.
2. The noise level may be exceeded during short term events such as utility outages and/or severe wind storms, wind speeds of greater than 50 miles per hour.

ORDINANCE NO. 9210 (Cont.)

E. Approved Wind Turbines

1. Small wind turbines must have been approved under the Emerging Technologies program of the California Energy Commission or any other small certification program recognized by the American Wind Energy Association.

F. Compliance with Building and Zoning Codes

1. Applications for small wind energy systems shall be accomplished by standard drawings of the wind turbine structure, including the tower base, and footings.
2. An engineering analysis of the tower showing compliance with official building code of the governing body and/or the State of Nebraska and certified by a licensed professional engineer shall also be submitted.

G. Compliance with FAA Regulations

1. Small wind energy conversion systems must comply with applicable FAA regulations, including any necessary approvals for installations close to airports.
2. No small wind energy system shall be installed until evidence has been given that the Central Nebraska Regional Airport has been informed of the applicant's intent to install a SWECS.

H. Compliance with National Electrical Code

1. Permit applications for small wind energy systems shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code and the National Electric Safety Code.

I. Utility Notification

1. No small wind energy system shall be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator.
2. Off-grid systems shall be exempt from this requirement.

Setbacks

All towers for SWECS shall adhere to the setbacks established in the following table:

	<u>Required Setbacks for SWECS Towers</u>
<u>Property Lines</u>	<u>One times the total height plus underlying setback</u>
<u>Road Rights-of-Way*</u>	<u>One times the total height plus underlying setback</u>
<u>Other Rights-of-Way</u>	<u>One times the total height plus underlying setback</u>

* The setback shall be measured from any future Rights-of-Way if a planned change or expanded Right-of-Way is known.

ORDINANCE NO. 9210 (Cont.)

Commercial/Utility Grade Wind Energy Conversion Systems

Purpose

It is the purpose of this regulation to promote the safe, effective and efficient use of commercial/utility grade wind energy conversion systems within the City of Grand Island and its Extraterritorial Zoning Jurisdiction

Requirements

Commercial/Utility Grade wind energy systems shall be a Conditional Use within the AG-2 Secondary Agricultural District, the TA Transitional Agriculture District and the AG-SI Special Agriculture/Industrial Zone. The following requirements and information shall be met and supplied:

- A. The name(s) of project applicant.
- B. The name of the project owner.
- C. The legal description and address of the project.
- D. A description of the project including: Number, type, name plate generating capacity, tower height, rotor diameter, and total height of all wind turbines and means of interconnecting with the electrical grid.
- E. Site layout, including the location of property lines, wind turbines, feeder lines, and all related accessory structures. This site layout shall include distances and be drawn to scale.
- F. Certification by an Engineer competent in disciplines of WEC's.
- G. Documentation of land ownership or legal control of the property.
- H. The latitude and longitude of individual wind turbines; included with this shall be an area or zone in close proximity that meets all setbacks; where actual WEC will be considered.
- I. A USGS topographical map, or map with similar data, of the property and surrounding area, including any other Wind Energy Conversion System, within 10 rotor distances of the proposed Wind Energy Conversion System not owned by the applicant.
- J. Location of migratory waterfowl flyways, wetlands, scenic, and natural areas within 1,320 feet of the proposed Wind Energy Conversion System.
- K. An Acoustical Analysis that certifies that the noise requirements within this regulation can be met
- L. The applicant shall supply the emergency management agency and/or fire departments with a basic emergency response plan.
- M. FAA and FCC permit, if necessary. Applicant shall submit permit or evidence that the permit has been filed with the appropriate agencies and that the Central Nebraska Regional Airport has been notified of the project.
- N. Evidence that there will be no inference with any commercial and/or public safety communication towers.
- O. Decommissioning Plan as required by this regulation.

ORDINANCE NO. 9210 (Cont.)

Setbacks

All towers shall adhere to the setbacks established in the following table:

	<u>Wind Turbine – Commercial/Utility WECS</u>	<u>Meteorological Towers</u>
<u>Property Lines</u>	<u>150 feet from property lines; however, the setback may be less when two adjoining property owners are within the aggregate project.</u>	<u>One times the tower height.</u>
<u>Neighboring Dwelling Units</u>	<u>1,000 feet</u>	<u>One times the tower height.</u>
<u>Road Rights-of-Way*</u>	<u>One-half the rotor diameter.</u>	<u>One times the tower height.</u>
<u>Other Rights-of-Way</u>	<u>NA</u>	<u>NA</u>
<u>Wildlife Management Areas and State Recreational Areas</u>	<u>600 feet</u>	<u>600 feet</u>
<u>Wetlands, USFW Types III, IV, and V</u>	<u>600 feet</u>	<u>600 feet</u>
<u>Other structures and cemeteries adjacent to the applicant's sites</u>	<u>One-half the rotor diameter.</u>	<u>One times the tower height.</u>
<u>Other existing WECS not owned by the applicant.</u>	<u>NA</u>	<u>NA</u>

* The setback shall be measured from any future Rights-of-Way if a planned change or expanded Right-of-Way is known.

Special Safety and Design Standards

All towers shall adhere to the following safety and design standards:

- A. Clearance of rotor blades or airfoils must maintain a minimum of 12 feet of clearance between their lowest point and the ground.
- B. All Commercial/Utility WECS shall have a sign or signs posted on the tower, transformer and substation, warning of high voltage. Other signs shall be posted on the tower base or perimeter fencing with emergency contact information.
- C. All wind turbines, which are a part of a commercial/utility WECS, shall be installed with a tubular, monopole type tower.
- D. Consideration shall be given to painted aviation warnings on all towers less than 200 feet.
- E. Color and finish:
All wind turbines and towers that are part of a commercial/utility WECS shall be white, grey, or another non-obtrusive color. Blades may be black in order to facilitate deicing. Finishes shall be matte or non-reflective.
- F. Lighting:
Lighting, including lighting intensity and frequency of strobe, shall adhere to but not exceed requirements established by the FAA permits and regulations. Red strobe lights shall be used during nighttime illumination to reduce impacts on

ORDINANCE NO. 9210 (Cont.)

neighboring uses and migratory birds. Red pulsating incandescent lights should be avoided.

G. Other signage:

All other signage shall comply with the sign regulations found in the City Code.

H. Feeder Lines:

All communications and connector lines associated with the project distribution system installed as part of a WECS shall be buried. Where obstacles to the buried lines create a need to go above ground, these lines may be placed above ground only to miss the obstacle.

I. Waste Disposal:

Solid and Hazardous wastes, including but not limited to crates, packaging materials, damaged or worn parts, as well as used oils and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable local, state and federal regulations.

J. Discontinuation and Decommissioning:

A WECS shall be considered a discontinued use after one year without energy production, unless a plan is developed and submitted to the Zoning Administrator outlining the steps and schedule for returning the WECS to service. All WECS and accessory facilities shall be completely removed to twelve feet below ground level within 180 days of the discontinuation of use. The 180 days may be extended if proof of weather delays is provided.

Each Commercial/Utility WECS shall have a Decommissioning plan outlining the anticipated means and cost of removing WECS at the end of their serviceable life or upon use being discontinued. The cost estimates shall be made by a competent party; such as a Professional Engineer, a contractor capable of decommissioning or a person with suitable expertise or experience with decommissioning. The plan shall also identify the financial resources that will be available to pay for decommissioning and removal of the WECS and accessory facilities. The initial plan shall be submitted with the application. An updated plan shall be filed with the City every 5 years.

K. Noise:

No Commercial/Utility WECS shall exceed 50 dBA at the nearest structure or use occupied by humans.

L. Interference:

The applicant shall not cause interference with power quality of area utility feeder circuits and shall not introduce noise to the connected electric distribution system. WECS shall not cause interference with any commercial or public safety electromagnetic communications, such as radio, telephone, microwaves, or television signals. The applicant shall notify all electric utilities and

ORDINANCE NO. 9210 (Cont.)

communication tower operators within five miles of the proposed WECS location upon application for permits.

M. Environmental Permits:

The developer shall present evidence the project meets the environmental permitting requirements of all applicable state and federal agencies if such permits are required.

N. Drainage System:

The applicant shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation or maintenance of the WECS.

~~§36-103. Wind Energy Systems~~

~~In any zoning district, a conditional use permit may be granted to allow wind energy conversion system, including such devices as wind charger, windmill, or wind turbine; subject to the following conditions:~~

~~-(A) The distance from any tower support base to any tower support base of another wind energy device under other ownership shall be a minimum of five (5) rotor distances figured by the size of the largest rotor.~~

~~-(B) The wind energy system operation shall not cause interference to the radio and television reception on adjoining property.~~

~~-(C) To limit climbing access to the tower, a fence six (6) feet high with a locking portal shall be placed around the tower base or the tower climbing apparatus shall be limited to no more than twelve feet from the ground, or the tower may be mounted on a roof top.~~

~~-(D) The setback distances from all lot lines to any tower support base shall be determined according to the following setback table:~~

SETBACK TABLE

<u>Rotor Diameter</u>	<u>Setback Distance</u>	<u>Minimum Lot Area[†]</u>
5 feet	100 feet	1.0 Acre
10 feet	165 feet	2.5 Acres
15 feet	220 feet	4.5 Acres
20 feet	270 feet	6.75 Acres
25 feet	310 feet	9.0 Acres
30 feet	340 feet	10.75 Acres
35 feet or larger	365 feet	12.25 Acres

~~[†]Where there are several towers under single ownership the minimum lot areas may be adjusted down provided the minimum setback distances are met on all perimeter units. In addition, the landing areas for all internal towers and rotors shall be within the property owned by the operator.~~

~~-(E) Data pertaining to the machine's turbine safety and stability shall be filed with the application. Such data shall include turbine safety and acceptance results from tests conducted by a qualified individual or organization based upon standards set by the U.S.~~

ORDINANCE NO. 9210 (Cont.)

~~Department of Energy (DOE), Electric Power Research Institute (EPRI) Utility Wind Turbine Verification Program. (U.S. Department of Energy — EPRI Wind Turbine Verification Program. Electric Power Research Institute — 3412 Hillview Avenue, Palo Alto, California 94304.)~~

~~—(F) The application shall provide covenants, easements, or similar documentation from the abutting owners providing access to wind sufficient for its adequate operation, unless adequate accessibility to the wind is provided on the site.~~

Amended by Ordinance No. _____, effective _____

SECTION 2. Sections 36-103 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

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

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

Enacted: March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item F4

#9211 - Consideration of change of Zoning for Land Located in SE 1/4, NE 1/4 Section 25-11-10 from TA Transitional Agricultural to M1 Light Manufacturing

Staff Contact: Chad Nabity

ORDINANCE NO. 9211

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land located in part of the Southeast Quarter of the Northeast Quarter (SE1/4, NE1/4) of Section Twenty-five (25), Township Eleven (11), North, Range Ten (10) West of the 6th p.m., in Hall County, Nebraska, more particularly described below, from TA Transitional Agriculture to M1 Light Manufacturing; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island pursuant to the provisions of Sections 36-44 and 36-51; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on March 4, 2009, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on March 24, 2009, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from TA Transitional Agriculture to M1 Light Manufacturing:

A tract of land located in part of the Southeast Quarter of the Northeast Quarter (SE1/4, NE1/4) of Section Twenty-five (25), Township Eleven (11), North, Range Ten (10) West of the 6th p.m., in Hall County, Nebraska, except a certain tract more particularly described in quit claim deed recorded to the State of Nebraska in book 141, page 258, and except a certain tract more particularly described in appraiser's report recorded in book 9, page 67, and more particularly described as follows:

Commencing at the East Quarter Corner Section 25-T11N-R10W; thence on an assumed bearing of S88°08'57"W upon and along the South line of the SE1/4, NE1/4 a distance of 132.51

ORDINANCE NO. 9211 (Cont.)

feet to the Northeast corner of Lot 2, Pedcor Second Subdivision, an addition to the City of Grand Island, Nebraska, said point also being the westerly right-of-way (ROW) line of US Highway #281 and the point of beginning; thence S88°09'55"W upon and along the South line of SE1/4, NE1/4, said line also being the North line of said Lot 2 a distance of 1189.55 feet to the Southwest corner of said SE1/4, NE1/4, said point also being the Northwest corner of said Lot 2; thence N01°24'18"W upon and along the West line of said SE1/4, NE1/4 a distance of 1322.52 feet to the Northwest corner of said SE1/4, NE1/4; thence N88°18'32"E upon and along the North line of said SE1/4, NE1/4 a distance of 860.86 feet to said westerly row line of US Highway #281; thence S21°57'28"E along and upon said west row line a distance of 398.06 feet to a point of curvature; thence upon and along said westerly row line around a curve in a clockwise direction having a delta angle 20°00'15", an arc length 968.79 feet, a radius 2774.79, a chord bearing S12°42'30"E with a chord distance of 963.87 feet to the point of beginning. Said tract contains a calculated area of 1,412,514.37 square feet or 32.427 acres more or less.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Sections 36-44 and 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: _____.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item F5

**#9212 - Consideration of Change of Zoning for Land Located at
4155 East U.S. Highway 30 from B2 General Business to M2
Heavy Manufacturing.**

Staff Contact: Chad Nabity

ORDINANCE NO. 9212

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land located in part of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section Twelve (12), Township Eleven (11), North, Range Nine (9) West of the 6th p.m., in Hall County, Nebraska, more particularly described below, from B2 General Business to M2 Heavy Manufacturing; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island pursuant to the provisions of Sections 36-44 and 36-51; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on March 4, 2009, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on March 24, 2009, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from B2 General Business to M2 Heavy Manufacturing:

A tract of land comprising a part of the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), Section Twelve (12), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska. More particularly described as follows:

Beginning at the southeast corner of said Northeast Quarter of the Northwest Quarter (NE1/4NW1/4); thence N 88°10'29" W on and upon the south line of said Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) a distance of One Thousand One Hundred Thirty-Four and Twenty-Five Hundredths (1134.25) feet to a point on the southerly right-of-way of U.S.

ORDINANCE NO. 9212 (Cont.)

Highway #30; thence N 44°51'53" E on and upon said southerly right-of-way a distance of Six Hundred Twenty-Six and Fifty-Six Hundredths (626.56) feet to a point; thence N 26°35'22" E on and upon said southerly right-of-way a distance of Seventeen and Eighty-Three Hundredths (17.83) feet to a point; thence N 46°46'51" E on and upon said southerly right-of-way a distance of Three Hundred Sixty-Four and Twenty-Four Hundredths (364.24) feet to a point; thence N 76°53'23" E on and upon said southerly right-of-way a distance of Twenty-Two and Thirty-Five Hundredths (22.35) feet to a point; thence N 47°27'55" E on and upon said southerly right-of-way a distance of One Hundred Twenty-Two and Forty-Nine Hundredths (122.49) feet to a point; thence N 51°09'34" E on and upon said southerly right-of-way a distance of Three Hundred Eighty-Eight and Sixty-Eight Hundredths (388.68) feet to a point on the east line of said Northeast Quarter of the Northwest Quarter (NE¹/₄NW¹/₄); thence S 00°11'09" E on and upon the east line of said Northeast Quarter of the Northwest Quarter (NE¹/₄NW¹/₄) a distance of One Thousand Seventy-Seven and Twenty-Three Hundredths (1077.23) feet to the Point of Beginning. Said tract contains 14.685 acres more or less.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Sections 36-44 and 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: _____.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item F6

**#9213 - Consideration of Natural Gas Franchise with
NorthWestern Corporation**

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Jeff Pederson, City Administrator

Meeting: March 24, 2009

Subject: Consideration of Natural Gas Franchise with NorthWestern Corporation

Item #'s: F-6

Presenter(s): Jeff Pederson, City Administrator

Background

The Natural Gas Franchise allows NorthWestern Corporation the non-exclusive right to construct, maintain and operate a system of mains and pipes within the City of Grand Island for the transportation and distribution of natural gas.

Discussion

Presented to Council is the Natural Gas Franchise. City Administration negotiated with NorthWestern representatives to modify the following changes:

- Section 1, Grant of Franchise will be effective for 20 Years
- Section 7, Grantee shall notify the City Administrator of emergency repairs
- Section 9, Grantee agrees to conform to its tariffs filed with the Nebraska Public Service Commission as it relates to service line extensions
- Section 15, 90 days required to review any proposed assignment by the City Of Grand Island
- Section 18, Grantee shall maintain a local office within the corporate limits of the City during the term of the franchise
- Section 21, All notices from the City will be sent to Corporate Affairs
- Section 22, Ordinance shall be construed in accordance with the laws of the State of Nebraska

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that Council approve Ordinance 9213 approval of the Natural Gas Franchise.

Sample Motion

Make a motion to approve Ordinance 9213 approval of the Natural Gas Franchise.

ORDINANCE NO. 9213

AN ORDINANCE OF THE CITY OF GRAND ISLAND, NEBRASKA, GRANTING TO NORTHWESTERN CORPORATION, DOING BUSINESS AS NORTHWESTERN ENERGY, THE NON-EXCLUSIVE RIGHT AND PRIVILEGE TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF MAINS, PIPES, SERVICES AND OTHER APPLIANCES IN, UPON, OVER, ACROSS AND ALONG THE STREETS, AVENUES, ALLEYS, BRIDGES AND PUBLIC PLACES OF THE CITY OF GRAND ISLAND, NEBRASKA, FOR THE TRANSMISSION, TRANSPORTATION, DISTRIBUTION, AND SALE OF NATURAL GAS FOR DOMESTIC, COMMERCIAL, INDUSTRIAL AND OTHER USES IN THE CITY; PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE COMPANY IS TO OPERATE; TO REPEAL ORDINANCE NO. 6873 (AS AMENDED) AND ALL OTHER ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM BY THE AUTHORITY OF THE CITY COUNCIL AND EFFECTIVE DATE OF THE ORDINANCE.

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

Section 1. Grant of Franchise. In consideration of the benefits to be derived from the installation and operation of a natural gas distribution system in the City of Grand Island, Nebraska (hereinafter sometimes designated as "City") by City and its inhabitants, there is hereby granted to NorthWestern Corporation, doing business as NorthWestern Energy, (hereinafter sometimes designated as "Grantee" or "Company"), the non-exclusive right, permission and authority to lay, install, maintain and operate a natural gas transmission and distribution system (hereinafter sometimes designated as "gas system within the limits of City, as the same now exists or may be hereafter extended, for a period of twenty (20) years from and after the effective date of this Ordinance and for such extended term as City may grant pursuant to the provisions of Section 4 hereof; and for this purpose there is hereby further granted to Grantee the right, permission and authority during said period to lay, install, maintain, and operate in, upon, over, across and along all of the streets, avenues, alleys, bridges and public places of City all mains, services, pipes, conduits, and/or appliances (Grantee's "Infrastructure") necessary for transmitting, transporting, distributing, and supplying natural gas for heating, industrial power, and other purposes for which natural gas may be used, and for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of City to other cities, villages, and customers.

The right and privilege to use and occupy such streets, alleys, public ways, and places for the purposes herein set forth, shall not be exclusive, and the City of Grand Island reserves the right to grant a similar use of such streets, alleys, public ways, and places, to any person or corporation at any time during the Grant of Authority. The laying or installation of additional pipe within the City for transmission of natural gas beyond City limits shall require a permit for that purpose.

Approved as to Form	<input type="checkbox"/>
March 20, 2009	<input type="checkbox"/> City Attorney

Section 2. Obligation to Provide Natural Gas Service. Grantee shall furnish a natural gas system, natural gas supply and infrastructure which is safe, adequate, efficient, reliable, and low-cost. Grantee shall maintain and operate the same in a manner to meet the necessities and requirements of City (including City-owned electric generating plants within the City's corporate limits), its inhabitants and industries, and in a manner consistent with the State Natural Gas Regulation Act (the "Act") and with the rules and regulations of the Nebraska Public Service Commission (the "Commission").

Section 3. Limitation on Obligation. Grantee shall provide to City and its inhabitants requesting natural gas service reliable natural gas service.

Section 4. City Right to Extend Terms of Franchise. City may extend the term of this franchise by an additional five (5) years beyond the term hereof upon the same terms and conditions as herein set forth, upon giving Grantee sixty (60) days notice of its intent to exercise such right of extension. City may, but need not, conduct a public hearing in conjunction with such an extension. If requested by City to do so, Grantee shall promptly furnish to City such information as City may reasonably request in connection with City's deliberations as to whether to exercise such right of extension.

Section 5. Installation of Infrastructure. All infrastructure which shall be laid or installed under this grant shall be located in public right-of-way and shall be located and laid so as not to obstruct or interfere with any existing or planned water pipes, drains, sewers, paving, or other structures, and all such infrastructure shall be laid in place subject to the approval of City or subject to the approval of such representative as City may from time to time provide, and, in compliance with City policies, regulations and manuals. Grantee shall in doing any work in connection with infrastructure, avoid, so far as may be practical, interfering with the use of any street, alley, or other highway, and where paving or surface of the street is disturbed, Grantee shall, as its own expense and in a manner satisfactory to the duly authorized representative of City, replace and compact soils and reconstruct such paving or surface of the street or alley in as good condition as before said work was commenced in accordance with specifications of City, and Grantee shall ensure that the paving or surface of the street or alley is maintained free from any defects caused by Grantee or its employees or agents for a period of two (2) years from the time the work was completed.

Section 6. Use of Streets, Alleys and Other Public Right-of-Way. Grantee's Infrastructure to be placed in any public right-of-way or other public property shall be located, constructed, installed, maintained, renovated or replaced in accordance with applicable rules and regulations of City. Grantee shall acquire necessary permits, if any, required by City and City may inspect the manner of such work and requires such remedies as may be necessary to assure compliance. The replacement and restoration of the public right-of-way or other public property shall be completed as promptly as practical. Should Grantee not promptly and satisfactorily perform and complete the necessary work to restore the public right-of-way or other public property, the City shall notify Grantee of such restoration steps needed to be taken, and if Grantee fails to take such steps within the prescribed period of time given in the notice, the City shall have the right to do so at the expense of Grantee. If City, after proper notice and Grantee's failure to cure, exercises its right to restore the public right-of-way or other public property,

ORDINANCE NO. 9213 (Cont.)

Grantee shall reimburse City for the reasonable cost incurred for the work performed by City or its agents.

1. **Use.** All Infrastructure laid or placed by Company on public property shall, be so located in the streets, alleys or other public places in the City as not to obstruct or interfere with any water pipes, sewers, drains or other structures already installed under existing City policies. Company shall, when practical, avoid interfering with the use of any street, alley or other highway where the paving or surface of the street would be disturbed.
2. **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, in as good condition as before said work was commenced, and shall maintain the restoration free from any defects caused by Grantee or its employees or agents for a period of two (2) years from the time the work was completed.

If City elects to alter or change the grade of or otherwise improve any street, alley, public way, public property or public right-of-way, or construct, repair, or reconstruct any sewer, water, or other City owned system therein or thereon for a public purpose, Grantee, upon reasonable notice by City, shall remove, relay, and relocate its Infrastructure at the cost and expense of the Grantee. However, in the event of City's vacation or transfer of any public right-of-way or other public property in which Grantee's Infrastructure is placed to any third-party, such vacation or transfer shall be conditioned upon and subject to Grantee's right to use and occupy such with its Infrastructure, and the Grantee shall be entitled to a permanent easement to maintain such use and occupancy in perpetuity. In the event the City orders Grantee to relocate its Infrastructure for any nonpublic purpose where a vacation or transfer of public right-of-way will not occur, Grantee shall be entitled reimbursement from the City for the reasonable cost of a relocation of Grantee's Infrastructure.

Section 7. Emergency Repairs. It is understood that the work provided by Grantee as authorized in this Franchise involves the health, safety and welfare of the City and that certain emergency circumstances make the prior acquisition of a permit not feasible. In such instances, Grantee may take such immediate unilateral actions as it determines are necessary to protect the public health, safety and welfare; however, Grantee shall notify the City Administrator or City Communication Center of such emergency action as soon as practical.

Section 8. Standard Equipment. Grantee, in the construction, operation and maintenance of the natural gas system in the City, shall use only Infrastructure that meet applicable federal, state, and local construction and safety codes. Grantee shall also use all necessary safety devices to protect City and its residents from injury as required by federal, state and local laws and regulations. The Infrastructure materials used may be subject to City inspection at the option of the City.

Section 9. Construction and Extension of Mains. Subject to the Regulation of the Nebraska Public Service Commission, Grantee shall make such reasonable extensions of its

ORDINANCE NO. 9213 (Cont.)

mains and shall install services to parties located within City who have requested and received from Grantee approved applications therefore; provided, however, that no obligation shall extend to, or be binding upon Grantee, through no fault of its own, if it is unable to obtain delivery of an adequate supply of natural gas at or near the corporate limits of City to warrant the construction or extension of its mains and Grantee shall notify the City of its inability to furnish any requested service within five (5) business days of its decision; provided, further, that when the amount of natural gas supplied to Grantee at or near the City limits is insufficient to meet the additional firm requirements of connected or new customers, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available supply of natural gas for such additional firm requirements to domestic, commercial and industrial consumers, in that order of priority. Grantee agrees to conform to its tariffs filed with the Nebraska Public Service Commission as it relates to service line extensions.

Section 10. Grantee Holds City Harmless. It is expressly understood and agreed by and between Grantee and the City of Grand Island that Grantee shall save City harmless, indemnify, and become responsible for any and all claims, demands, losses, judgments, decrees, costs or expenses whatsoever, including reasonable attorneys' fees, which the City may legally suffer and/or incur, or which may be legally obtained against the City, to the extent said claims, demands, losses, judgments, decrees, costs or expenses accrue or result from the use and/or occupation of any street, alley, avenue or other public place in the City by Grantee pursuant to the terms of this Franchise, or which legally result or accrue from the exercise by Grantee of the privileges granted by this Franchise to Grantee; provided, however, that Grantee need not save harmless the City from claims, demands, losses, expenses and liabilities arising solely out of the negligence of City, its employees or agents.

Section 11. Acceptance of Franchise. Within thirty (30) days after the passage of this Ordinance: (a) Grantee shall prepare and file a written acceptance of this Ordinance with the City Clerk; and (b) the City shall furnish a certified copy of the Ordinance to the Grantee and the Grantee shall file the certified copy of the Ordinance with the Nebraska Public Service Commission. Failure of Grantee to so accept this Ordinance within said period of time shall be deemed a rejection thereof by Grantee and the rights and privileges herein granted shall after the expiration of said period of thirty (30) days, if not so accepted, absolutely cease and terminate, unless said period of time shall be extended by further Ordinance duly passed for that purpose.

Section 12. Inspection of Records. For the purpose of affording City the opportunity to enforce and collect any and all fees, taxes or other assessments imposed by City, Grantee shall provide all reasonable requested data and information necessary to ascertain or verify correctness and accuracy of all such fees and taxes paid. Grantee shall further permit City to inspect and audit during regular business hours, the relevant books and records kept by Grantee in the ordinary course of business.

Section 13. Municipal Regulations.

1. **Municipal Rules.** The right is hereby reserved to City to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as may be necessary in the exercise of the police power, or any other

ORDINANCE NO. 9213 (Cont.)

statutory authority, provided such regulations, by ordinance or otherwise shall not be in conflict with the laws of the State of Nebraska.

Grantee shall, at all times during the life of the Grant of Authority, be subject to the lawful exercise of the police power by City and all reasonable regulations which may now or hereafter be prescribed in ordinance or resolution with respect to the use of public streets, alleys, avenues, or other public places in the City.

2. Inspection. City shall have the right to inspect all construction and installation work performed subject to the provisions of the ordinance as it shall find necessary to insure compliance with governing ordinances.

Section 14. Rates Made Public. Upon request of City, Grantee shall make available to the public in the office of the City Clerk of the City a current copy of the tariffs, including rates and terms and conditions of service, as filed with the Nebraska Public Service Commission. In addition, Grantee shall maintain a current copy of the tariffs, including rates and terms and conditions of service, as filed with the Nebraska Public Service Commission, in its office in the City.

Section 15. Transferability. This Franchise and the rights created hereby are specific to Grantee and may not be assigned, transferred or any interest herein otherwise disposed of without the prior written consent of the City Council of the City, with the City to have ninety (90) days to review any proposed assignment, except in cases involving a reorganization or change of control (as defined by the Act) approved by the Nebraska Public Service Commission.

Section 16. Breach/Revocation/Termination. If Grantee or City fails to fulfill any of their respective obligations under this Franchise, the City or the Grantee, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without the action necessary to formally amend the Franchise.

If the Grantee fails to perform any of the terms of this Franchise, the rights under this Franchise may be revoked by the City after giving written notice specifying the provision(s) claimed to be in default and allowing ninety (90) days for the Grantee to fully comply with the terms of this Franchise, and after a finding supporting such breach following a public hearing before the City Council.

Section 17. Occupation Tax. Grantee shall be required and, by acceptance of this Franchise, does agree to pay an occupation tax to the City as specified by Article I, "Natural Gas Companies", Sections 23-1 through 23-9 of the Grand Island City Code, as may be amended from time to time, so long as imposition of such tax is allowed under state law, or in the event of the replacement of such occupation tax with another form of franchise tax, to pay such franchise tax to the City, upon adoption of the City of an appropriate ordinance to impose such tax.

ORDINANCE NO. 9213 (Cont.)

Section 18. Grantees' Duties. Grantee shall maintain a local office within the corporate limits of the City during the term of this Franchise. Grantee agrees to respond to any emergencies within one (1) hour of notification for the protection of the public safety. All employees of the Grantee in working with the public and citizens of Grand Island outside of Grantee's facilities shall have on their person either a uniform issued by Grantee that clearly indicates that they are an employee of the Grantee or a clearly recognizable identification badge issued by the Grantee showing the name of the employee and their identification reflecting that they are an employee of the Grantee.

Section 19. Invalidity. If any term of this Franchise or its application to any circumstances is held invalid, or the ability to collect an occupation tax is repealed, the City shall have the option of either:

1. declaring the Franchise to continue in force as modified by deletion of the invalid provisions; or
2. terminating the Franchise.

City shall exercise such option by written notice to Grantee given within sixty (60) days of finality of the court proceedings, including any appeal thereof, in which the determination of invalidity was made.

Section 20. No Waiver. Failure of either the City or the Grantee to seek compliance by the other to any of the terms of this Franchise shall not be considered a waiver of that term and the non-complying party shall not be excused from complying with the term.

Section 21. Notices. All notices from Grantee to the City pursuant to or concerning this Franchise shall be delivered to the City Clerk, 100 East First Street, P.O. Box 1968, Grand Island, NE 68802-1968. All notices from the City to Grantee pursuant to or concerning this Franchise shall be delivered to the Operations Manager at Grantee's local office in the City, 515 W. Third Street, Grand Island, NE 68801, with a copy delivered to: Corporate Counsel/Regulatory Affairs, 3010 West 69th Street, Sioux Falls, SD 57108.

Section 22. Compliance with Laws. Grantee agrees to conduct its business under the terms of this Franchise in such a manner that it does not violate any federal, state or local laws or regulations applicable to the conduct of its operations under the terms of this Franchise agreement ordinance. This Ordinance shall be construed in accordance with the laws of the State of Nebraska.

Section 23. Repealer. To repeal Ordinance No. 6873 and all other ordinances and resolutions or part of ordinances and resolutions in conflict herewith are also hereby repealed.

Section 24. Effective Date. This Ordinance shall constitute a binding contract between the City of Grand Island, Nebraska and NorthWestern Corporation, doing business as NorthWestern Energy, as approved by the City, and shall be in full force and take effect (after acceptance by Grantee in accordance with the provisions of Section 11 above) upon passage,

ORDINANCE NO. 9213 (Cont.)

approval, publication and filing with the Nebraska Public Service Commission, in accordance with Nebraska law, unless it is determined by the Commission to be contrary to the provision of the Act. This Ordinance shall be published in pamphlet form by the authority of the Mayor and Council.

PASSED AND APPROVED THIS 24th DAY OF MARCH, 2009.

Margaret Hornady, Mayor

ATTEST:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G1

Approving Minutes of March 10, 2009 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 10, 2009

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 March 10, 2009. Notice of the meeting was given in *The Grand Island Independent* on March 4, 2009.

Mayor Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Meyer, Niemann, Gilbert, Haase, Dugan, Zapata, Nickerson and Gericke. Councilmember's Carney and Ramsey were absent. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, 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 mentioned the Sandhill Cranes had arrived and commented on the Wings Over the Platte activities. Mayor Hornady introduced Community Youth Council members Zach Shultz and Cait Schwehn and CYC Board Member Ed Jarosik. Also mentioned was the Adopt-a-Park, Leave-a-Mark community park clean-up day.

PRESENTATIONS AND PROCLAMATIONS:

Presentation by Almquist, Maltzahn, Galloway & Luth for Fiscal Year 2008 City Single Audit and General Purpose Financial Statements and Electric and Water Audit Reports. Terry Galloway from Almquist, Maltzahn, Galloway & Luth gave the 2008 City Single Audit and General Purpose financial statements and electric and water audit reports. Mr. Galloway stated these were clean and unqualified opinions which were the highest ratings given and that the City had been very effective and efficient in their finances. A brief overview and review of each report was given.

Proclamation "Abbott Sisters Day" March 20, 2009. Mayor Hornady proclaimed March 20, 2009 as "Abbott Sisters Day". Steve Fosselman, Library Director was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Trail and Public Utility Easement in a Part of Lot 25, Matthews Subdivision (McCloud Super 8 Motel). Steve Riehle, Public Works Director reported that a trail and public utility easement was needed in Lot 25 of Matthews Subdivision to accommodate a hike/bike trail and public utilities. The easement would allow for the construction, operation, maintenance, extension, repair and replacement of the trail and public utilities within the easement. No public testimony was heard.

Public Hearing on Redevelopment Plan (CRA Area #6) for Property Located at 1720, 1724, and 1814 North Eddy Street and 1721 North Broadwell Avenue (Casey's). Chad Nabity, Regional Planning Department Director reported that Casey's General Store, Inc. proposed to demolish the

existing Casey's General Store at 1814 North Eddy Street and construct a new building and related structures and site improvements for a Casey's Convenience Store. An amended redevelopment plan, TIF contract and cost benefit analysis had been received for TIF funding on this project. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 3648 South Blaine Street (Scott and Leslie Meyer). Gary Mader, Utilities Director reported that a utility easement was needed at 3648 South Blaine Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place underground cable and a pad-mounted transformer to serve a new home being built on the property. No public testimony was heard.

ORDINANCES:

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

#9207 – Consideration of Amending Chapter 20-8 of the Grand Island City Code Relative to Fire Arms

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

Police Chief Steve Lamken reported Ordinance #9207 would change the City Code to require bb, pellet, paintball or similar guns be unloaded and properly encased when being transported in the passenger compartment of a vehicle.

Motion by Gilbert, second by Nickerson to approve Ordinance #9207.

Discussion was held on the broadness of the language. Mentioned was the current language in City Code, other firearms, and what constituted encasement of these items.

Motion by Gericke to refer Ordinance #9207 to a Study Session. Motion died due to lack of a second.

Motion by Meyer, second by Dugan to strike "any other such item designed to discharge a projectile" from Ordinance #9207. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9207 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Niemann, Gilbert, Haase, Dugan, Zapata, and Nickerson voted aye. Councilmember Gericke voted no. Motion adopted.

City Clerk: Ordinance #9207 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Meyer, Niemann,

Gilbert, Haase, Dugan, Zapata, and Nickerson voted aye. Councilmember Gericke voted no. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9207 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-9, G-11, and G-13 were pulled for further discussion. Motion by Zapata, second by Haase to approve the Consent Agenda excluding items G-9, G-11, and G-13. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of February 21, 2009 City Council Special Study Session Council Retreat.

Approving Minutes of February 24, 2009 City Council Regular Meeting.

#2009-47 – Approving Acquisition of Trail and Public Utility Easement in a Part of Lot 25, Matthews Subdivision (McCloud Super 8 Motel).

#2009-48 – Approving Change Order #2 for Capital Avenue Widening, Street Improvement District No. 1256 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$32,077.94 and a Revised Contract Amount of \$3,762,625.43.

#2009-49 – Approving Bid Award for Sanitary Sewer Project No. 2009-S-2; St. Patrick Avenue – Manhole and Valve with General Excavating Company of Lincoln, Nebraska in an Amount of \$43,250.50.

#2009-50 – Approving Bid Award for Concrete Ready-Mix for 2009 with Gerhold Concrete Co., Inc. of Grand Island, Nebraska in an Amount of \$73.00 per Cubic Yard.

#2009-51 – Approving Bid Award for Hot-Mix Asphalt for 2009 with J.I.L. Asphalt Paving Co. of Grand Island, Nebraska in an Amount of \$53.45 per ton for Type “A”, \$43.30 per ton for Type “B” and \$52.25 per ton for Type “C” Asphaltic Concrete.

#2009-52 – Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2009 with OK Paving of Hordville, Nebraska in an Amount of \$524,230.00.

#2009-54 – Approving Acquisition of Utility Easement Located at 3648 South Blaine Street (Scott and Leslie Meyer).

#2009-56 – Approving Final Plat and Subdivision Agreement for Knuth Subdivision. It was noted that Larry and Karen Knuth, owners had submitted the Final Plat and Subdivision Agreement for Knuth Subdivision located north of Wildwood Drive and east of North Road approximately 5.120 acres for the purpose of creating 1 lot. Councilmember Gilbert voted no.

#2009-53 – Approving Bid Award for Substation Equipment Painting Services with Parpart Corporation of Lincoln, Nebraska in an Amount of \$45,403.00. Gary Mader, Utilities Department Director commented on the low bid received and the difference in the amounts of bids received.

Motion by Nickerson, second by Zapata to approve Resolution #2009-53. Upon roll call vote, all voted aye. Motion adopted.

#2009-55 – Approving Redevelopment Plan (CRA Area #6) for Property located at 1720, 1724, and 1814 North Eddy Street and 1721 North Broadwell Avenue (Casey’s). Chad Nabity, Regional Planning Director answered questions concerning the “but for” needs assessment requirement, TIF financing, and the Comprehensive Plan.

Motion by Gilbert, second by Meyer to approve Resolution #2009-55. Upon roll call vote, all voted aye. Motion adopted.

#2009-57 – Approving Changes to Operation of Stolley Park Train. Discussion was held regarding an operating plan for the train. Steve Paustian, Parks and Recreation Director explained the costs, revenues, hours of the .75 FTE, volunteers, insurance, and hours of operation for the train.

Motion by Zapata, second by Dugan to approve Resolution #2009-57. Upon roll call vote, Councilmember’s Meyer, Niemann, Gilbert, Dugan, Zapata, Nickerson, and Gericke vote aye. Councilmember Haase voted no. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Viaero Wireless for a Conditional Use Permit for a Wireless Telecommunications Tower Located at 1817 Waugh Street. This item was referred from the February 24, 2009 City Council meeting. Craig Lewis, Building Department Director reported that Chris Riha representing Viaero Wireless had applied for a Conditional Use Permit for construction of a wireless telecommunications tower located at 1817 Waugh Street. It was recommended council approve the conditional use permit with the condition that the required setbacks from adjacent property lines be verified and that a landscaping plan be required.

Sherie Aldridge, 2003 North Huston Avenue spoke in opposition. Chris Riha representing Viaero Wireless spoke in support and showed pictures of what the mono pole would look like.

Comments were made by two Councilmember’s concerning the number of calls received on this item. Discussion was held concerning landscaping requirements, buried propane tanks and wind load on the tower with the dish. Mr. Lewis stated the City Code required a 90 mph wind load.

Motion by Meyer, second by Nickerson to approve the request from Viaero Wireless for a Conditional Use Permit for a Wireless Telecommunications Tower located at 1817 Waugh Street with the conditions that the required setbacks from adjacent property lines be verified and that a landscaping plan be required. Upon roll call vote, Councilmember’s Meyer, Niemann, Gilbert, Dugan, Zapata, Nickerson, and Gericke voted aye. Councilmember Haase voted no. Motion adopted.

RESOLUTIONS:

#2009-58 – Consideration of Intent to Annex Property Located South of Case New Holland and West of Highway 281. Chad Nabity, Regional Planning Director reported that a request had been

received to consider annexation of property located in the SE1/4 NE1/4 of Section 25-11-10 located west of U.S. Highway 281 and south of Case New Holland. Mr. Nabity explained the process to pass a resolution stating the intent to annex, approve an annexation plan and set a public hearing.

Discussion was held concerning drainage.

Motion by Gericke, second by Zapata to approve Resolution #2009-58. Upon roll call vote, all voted aye. Motion adopted.

#2009-59 – Consideration of City Council Meeting Agenda Preparation Timetable. City Administrator Jeff Pederson reported that in an effort to streamline the assembly and distribution of the Council Meeting Agenda packets, a formal resolution detailing the timetable for submission of agenda items be approved.

Motion by Meyer, second by Dugan to approve Resolution #2009-59.

Discussion was held concerning the timeline and process of adding items to the agenda.

Motion by Haase, second by Gilbert to amend Resolution #2009-59 to have a 5:00 p.m. deadline to be posted to the web-site. Upon roll call vote, Councilmember Haase vote aye. Councilmember's Meyer, Niemann, Gilbert, Dugan, Zapata, Nickerson, and Gericke voted no. Motion failed.

Upon roll call vote of the original motion, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of February 25, 2009 through March 10, 2009, for a total amount of \$2,757,767.24. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Meyer, second by Dugan to adjourn to Executive Session at 9:05 p.m. for the purpose of an update on State Fair litigation. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Meyer, second by Dugan to return to Regular Session at 10:25 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 10:25 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G2

Approving Minutes of March 17, 2009 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

March 17, 2009

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Community Meeting Room of City Hall, 100 East First Street, on March 17, 2009. Notice of the meeting was given in the *Grand Island Independent* on March 11, 2009.

Mayor Margaret Hornady called the meeting to order at 7:00 p.m. The following Councilmember's were present: Nickerson, Ramsey, Carney, Haase, Gilbert, and Niemann. Councilmember's Gericke, Zapata, Dugan and Meyer were absent. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, City Attorney Dale Shotkoski, and Finance Director David Springer.

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

Discussion Concerning Groundwater. Steve Riehle, Public Works Director updated the council on the following water issues:

- Historical Ground Water Elevations: reviewed were historical ground water elevations from 39 observation wells from 1998 to the present. Charts showed rainfall amounts in relation to ground water elevations.
- Well Drawdown: information was presented to show the theoretical and actual drawdown curves of operating city wells.

Discussion was held concerning the results of the drawdown from wells in the Stolley Park and Parkview areas.

- Contamination Plume: Kevin Prior representing Olsson Associates presented a model showing movement of the plume from the operation of the Stolley Park drinking water well and the Parkview drinking water wells #1 and #2.

Mr. Prior stated the groundwater would eventually flow to the Platte River, he also commented on the width and direction of the plume. Paul Wicht, 319 Cardinal Drive commented on the locations of decontamination wells to be put in by the Environmental Protection Agency (EPA). Gary Mader, Utilities Director answered questions concerning private wells being used in the Parkview area. Mr. Mader also commented on discussions with the EPA and work being done by each entity. He cautioned the Council that the decontamination wells would not alleviate the groundwater problem especially during heavy rains.

Tim White, 1709 Rio Grande Circle asked how long the wells had been turned off. Mr. Mader answered they had been turned off for the last eight years. Periodically they are turned on for testing.

- Stolley Drainage: information was presented on a 24" storm drainage pipe under Stolley Park Road west of Blaine Street. Also presented was a drainage system from north of Central Community College to the Wood River.

The following findings and recommendations were presented:

- Existing storm system is operating similar to planned system
- Need additional detention in the system similar to planned system with future development
- Adding an additional 24" into the Stolley system will have some adverse effects:
 - Raise hydraulic grade line in Stolley Drainage system
 - More flooding issues created in other areas with the basin area
 - Hinder future development of drainage areas presently undeveloped
 - Potentially add to groundwater problems in Stolley Park area
- Recommend to develop drainway to Wood River as called for in 1978 drainage study

Detention cells west of Highway 281 were discussed along with outlets to move the water to the Wood River. Mr. Riehle stated the NRD and the City would need to enter into an interlocal to dump the water into the Wood River. Estimated costs were stated at \$420,000 to \$430,000. It was stated currently there was \$250,000 in the budget.

Discussion was held concerning cleaning out the detention cells.

Vern Rempe, 1739 South Arthur asked questions concerning sewer backups and what had happened to people dewatering directly into the city sanitary sewer system. Mr. Riehle recommended an out-of-town consultant be used to find those people who are illegally pumping water into the city sanitary sewer system. Dave Goedeken, Engineer with the Public Works Department commented on his experience working with the City of Columbus regarding this issue.

Lewis Kent, 624 East Meves Avenue spoke in support of spending money to fix the water problems within the city instead of spending money on the State Fair.

ADJOURNMENT: The meeting was adjourned at 9:15 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G3

**Approving Request from Crystal Burmood, 603 West Division
Street for Liquor Manager Designation for Holiday Stationstore
#114, 1404 West 2nd Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: March 24, 2009

Subject: Request from Crystal Burmood, 603 West Division Street for Liquor Manager Designation for Holiday Stationstore #114, 1404 West 2nd Street

Item #'s: G-3

Presenter(s): RaNae Edwards, City Clerk

Background

Crystal Burmood, 603 West Division Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "B-27796" Liquor License for Holiday Stationstore #114, 1404 West 2nd Street.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

Alternatives

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

1. Approve the request.
2. Forward the request with no recommendation.
3. Take no action on the request.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to approve the request from Crystal Burmood, 603 West Division Street for Liquor Manager Designation in conjunction with the Class "B-27796" Liquor License for Holiday Stationstore #114, 1404 West 2nd Street with the stipulation that Ms. Burmood complete a state approved alcohol server/seller training program.

03/10/09
12:15

Grand Island Police Dept.
LAW INCIDENT TABLE

Page: 339
1

City : Grand Island
Occurred after : 09:18:05 03/10/2009
Occurred before : 09:18:05 03/10/2009
When reported : 09:18:05 03/10/2009
Date disposition declared : 03/10/2009
Incident number : L09031095
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 1404 2nd St W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number :
Geobase address ID : 2895
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	11846	03/10/09	Burmood, Crystal Ann	Liquor Manager
NM	52291	03/10/09	Holiday Gas Station 114,	Business Involved

LAW INCIDENT NARRATIVE:

Liquor Manager Investigation on Crystal Burmood

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	11:42:32 03/10/2009

Grand Island Police Department

03/10/09
12:15

Grand Island Police Dept.
LAW INCIDENT TABLE

339
Page: 2

Supplemental Report

I received a copy of an application for Crystal Burmood to become the liquor manager for the Holiday Store on 2nd Street. Crystal disclosed that she has a DUI conviction in 2003. No other violations were listed. I checked Crystal through Spillman and found that she had been convicted of speeding and a seat belt charge in 2003. I checked NCJIS and found that Crystal had also been convicted of a no insurance charge in 1997.

Crystal's failure to disclose her traffic convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The application clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge." It further states that a charge includes federal, state, "local law, ordinance, or resolution." The traffic convictions would fall under state law or local ordinance. However, they are infractions (1 misdemeanor, not Chapter 28) and don't rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically exclude her from becoming a liquor manager.

The Grand Island Police Department has no objection to Crystal Burmood becoming the liquor manager at the Holiday Station on W. 2nd.

Date, Time: Tue Mar 10 12:04:02 CDT 2009
Reporting Officer: Vitera
Unit #: 865



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G4

**#2009-60- Approving Benefits for Water Main District 453T -
Central Nebraska Regional Airport and GI Army Aviation
Support Facility**

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

Staff Contact: Gary R. Mader; Wesley Nespor

This Space Reserved for Register of Deeds

RESOLUTION 2009-60

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution 2009-BE-1 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6, 103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the equivalent frontage of the respective lots, tracts, and real estate within such Water Main District No. 453T, such benefits are the sums set opposite the descriptions as follows:

		Frontage	Connection Fee
1	Owner: Central Nebraska Regional Airport c/o Hall Co. Airport Authority Address: 3743 Sky Park Road City, State: Grand Island, NE Zip Code: 68801	Per Agreement for service to GIAASF 3010 Airport Road	\$103,145.61
2	Owner: Central Nebraska Regional Airport c/o Hall Co. Airport Authority Address: 3743 Sky Park Road City, State: Grand Island, NE Zip Code: 68801	3,662.88 Part of SE ¼ of Sec 35, T12N, R9W and Part of Sec 2, T11N, R9W Commencing at the southeast corner of Section 35, T12N, R9W of the 6 th P.M.,	\$224,000.74

Approved as to Form ☐ _____
March 20, 2009 ☐ City Attorney

		Hall County, Nebraska; thence N1°17'28"W along the easterly line of said Section 35, a distance 552.48 feet; thence S88°17'20"W, a distance of 190.01 feet to the ACTUAL POINT OF BEGINNING; thence S44°10'13"W, a distance 3,804.84 feet, thence N31°01'21"W, a distance of 446.51 feet; thence N44°10'13"E, a distance of 3,662.88 feet; thence S54°20'52"E a distance of 444.91 feet, to the said Point of Beginning	
3	Owner: Central Nebraska Regional Airport c/o Hall County Airport Authority Special Benefit to Tenant City of Grand island, NE c/o Public Works Dept – Waste Water Division Address: PO Box 1968 City, State Grand Island NE Zipcode: 68802	Connection Fee Plus cost of 1" service TOTAL AMOUNT Special benefit to owner of Improvements on leased ground, Namely City of Grand Island, Public Works Dept., Sanitary Sewer Lift Station #22 Part of SE ¼ of Section 35, T12N, R9W	\$4,077.15 <u>\$ 669.44</u> \$4,746.59
4	Owner: Central Nebraska Regional Airport c/o Hall County Airport Authority Special Benefit to Tenant City of Grand Island, NE c/o Parks & Recreation Division Address: PO Box 1968 City, State Grand Island NE Zip Code: 68802-1968	Connection Fee plus cost of 6" service TOTAL AMOUNT Special Benefit to owner of Improvements on leased ground Namely City of Grand Island, Jackrabbit Run Golf Course 2803 N Shady Bend Road Part of NE ¼ Sec 2, T11N, R9W	\$ 4,077.15 <u>\$ 7,848.60</u> \$11,925.75
TOTAL			\$343,818.69

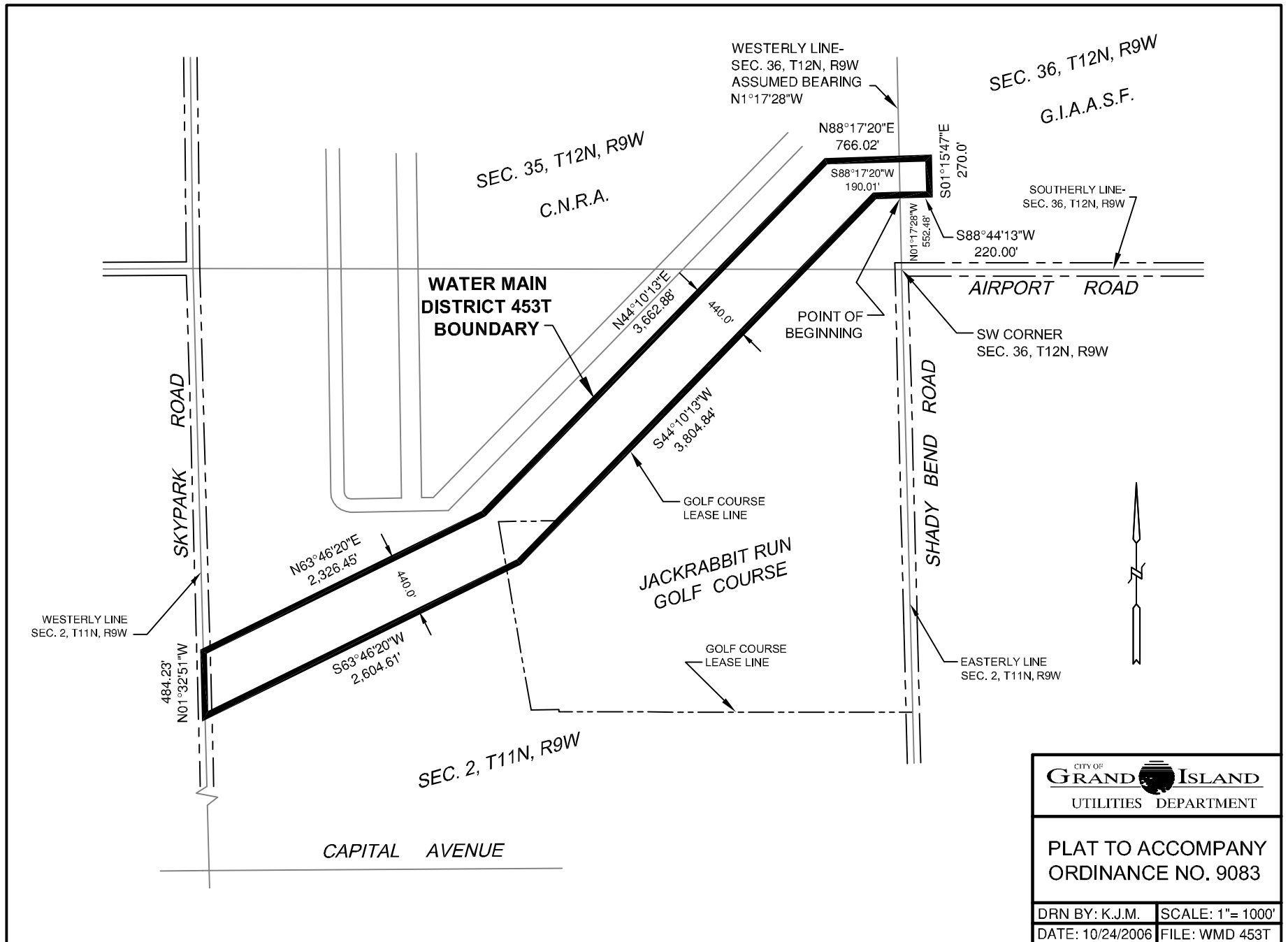
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G5

**#2009-61- Approving Bid Award for Front End Loader
Reconditioning - Platte Generating Station**

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: March 24, 2009

Subject: Front End Loader Reconditioning (824C Dozer)

Item #'s: G-5

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

Background

The Platte Generating Station utilizes large Front End Loaders with a 16' push blades for the handling of coal during train unloading and plant supply operations. As part of normal maintenance, these loaders must be reconditioned periodically to provide a reliable, long term service life. The manufacturer's suggested recondition interval is every 15,000 service hours. The reconditioning includes major overhauls of the engine, transmission, final drive, and rear differential. One of the loaders has logged 15,585 service hours without having a recondition performed. This loader was purchased ten years ago for \$346,140. The estimate for a new unit is \$500,000. Specifications were developed by plant staff for reconditioning of this unit, which includes parts, labor, and transportation to and from the shop facilities.

Discussion

The specifications for the Front End Loader Reconditioning were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on March 3, 2009. Specifications were sent to three potential bidders. One response was received as listed below. The engineer's estimate for this project was \$90,000.00.

<u>Bidder</u>	<u>Bid Price</u>
Nebraska Machinery Co. (NMC), Doniphan, NE	\$76,922.98

The bid was reviewed by plant staff. It 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 Front End Loader Reconditioning to Nebraska Machinery Co. (NMC) of Doniphan, NE, as the low responsive bidder, with the bid price of \$76,922.98.

Sample Motion

Move to approve award of the bid of \$76,922.98 from Nebraska Machinery Co. (NMC) for the Front End Loader Reconditioning as submitted.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 3, 2009 at 11:15 a.m.
FOR: Front End Loader Reconditioning
DEPARTMENT: Utilities
ESTIMATE: \$90,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: February 13, 2009
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: NMC
Doniphan, NE
Bid Security: Travelers Casualty & Surety Co.
Exceptions: Noted – Environmental Fee \$250.00

Bid Price:
Material: \$34,381.90
Labor: 40,040.00
Sales Tax: 2,251.08
Total Bid: \$76,672.98
Environ. Fee: 250.00
Total: \$76,922.98

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

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

P1323

RESOLUTION 2009-61

WHEREAS, the City Electric Department invited sealed bids for Front End Loader Reconditioning; and

WHEREAS, on March 3, 2009, bids were received, opened and reviewed; and

WHEREAS, Nebraska Machinery Company of Doniphan, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$76,922.98; and

WHEREAS, the bid of Nebraska Machinery Company of Doniphan, Nebraska is less than the estimate for Front End Loader Reconditioning.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Machinery Company of Doniphan, Nebraska, in the amount of \$76,922.98 for Front End Loader Reconditioning is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2009	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G6

**#2009-62- Approving Bid Award for Coal Storage Expansion -
2009 at Platte Generating Station**

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: March 24, 2009

Subject: Coal Storage Expansion 2009

Item #'s: G-6

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

Background

The coal storage area at Platte Generating Station (PGS) is comprised of two storage areas, active and long-term. The active storage pile is for short-term storage of coal before it is conveyed into the plant for use as boiler fuel. The long-term storage area provides a fuel reserve for disruptions in coal deliveries.

To prevent spontaneous combustion of the coal, long-term storage requires the coal to be compacted in order to reduce air cavities. This compaction is performed by systematically placing the coal in shallow lifts in a specific pattern so that the action of the heavy dozers driving over the coal achieves sufficient compaction to prevent spontaneous combustion. The geometry of the pile should not exceed a 4 to 1 (horizontal to vertical) slope to allow safe operation on the side slopes. Slopes exceeding this ratio increase the hazard of coal dozer roll over.

Since plant start-up in 1982, PGS has experienced several interruptions in coal delivery. In two of those instances, coal inventory was severely reduced; to a couple of weeks. Coal-fueled plants normally plan for 45 to 60 days of long-term coal storage. As the City has grown, so has its electric usage and so has the volume of coal required in long-term storage. Because of the currently undersized storage area footprint at Platte, maintaining this inventory level requires a very steep side slope ratio of 1 to 2. As a result, the current coal storage area is filled substantially above design capacity. To correct this issue, plant engineering staff developed plans and specifications to increase the size of the long term coal storage area. The increased storage capacity will provide more area and a favorable geometry to maintain the coal pile and would provide increased storage capacity should that be necessary in the future.

This proposed project includes expansion of the present long-term coal storage area, required relocation of a 12” fire protection water main and installation of a clay liner seal under the active storage area.

Discussion

The specifications for the Coal Storage Expansion 2009 contract were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on March 3, 2009. Specifications were sent to six potential bidders and responses were received as listed below. The engineer’s estimate for this project was \$500,000.00.

<u>Bidder</u>	<u>Bid Price</u>
The Diamond Engineering Co., Grand Island, NE	\$219,679.81
Judds Brothers Construction Co., Lincoln, NE	\$245,866.00
General Excavating, Lincoln, NE	\$255,900.00

The bids were reviewed by plant engineering staff. All bids are 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 Coal Storage Expansion 2009 to The Diamond Engineering Co. of Grand Island, NE, as the low responsive bidder, with the bid price of \$219,679.81.

Sample Motion

Move to approve award of the bid of \$219,679.81 from The Diamond Engineering Co. for the Coal Storage Expansion 2009 contract as submitted.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 3, 2009 at 11:00 a.m.
FOR: Coal Storage Expansion 2009
DEPARTMENT: Utilities
ESTIMATE: \$500,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: February 11, 2009
NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>Judds Brothers Construction Co.</u>	<u>General Excavating</u>
	Lincoln, NE	Lincoln, NE
Bid Security:	Inland Insurance Co.	Universal Surety Co.
Exceptions:	None	None

Bid Price:		
Material:	\$93,371.00	\$99,700.80
Labor:	145,959.00	149,220.14
Sales Tax:	<u>6,536.00</u>	<u>6,979.06</u>
Total Bid:	\$245,866.00	\$255,900.00

Bidder:	<u>The Diamond Engineering Co.</u>
	Grand Island, NE
Bid Security:	Universal Surety Co.
Exceptions:	None

Bid Price:	
Material:	\$109,321.10
Labor:	102,706.23
Sales Tax:	<u>7,652.48</u>
Total Bid:	\$219,679.81

RESOLUTION 2009-62

WHEREAS, the City Electric Department invited sealed bids for Coal Storage Expansion 2009 at Platte Generating Station; and

WHEREAS, on March 3, 2009, bids were received, opened and reviewed; and

WHEREAS, the Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$219,679.81; and

WHEREAS, the bid of the Diamond Engineering Company of Grand Island, Nebraska is less than the estimate for Coal Storage Expansion at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of the Diamond Engineering Company of Grand Island, Nebraska in the amount of \$219,679.81 for Coal Storage Expansion at Platte Generating Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2009	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G7

#2009-63- Approving Bid Award for Water Main Project 2009-W-2 - Wellfield Well Header Modifications - Installation

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: March 24, 2009

Subject: Water Main Project 2009-W-2
Wellfield Well Header Modifications (Installation)

Item #'s: G-7

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

Background

The referenced contract is for the installation of materials to enhance the ability to blend waters from the municipal wells at the City's Wellfield. The project is driven by the need to conform to a 2003 EPA regulation for uranium in drinking water. The Utilities Department has monitored the presence of uranium in the aquifer in Central Nebraska for many years. Testing at the City's Wellfield confirms that these levels vary among the wells along the Platte River where they are located.

As a result of the Utilities Department's sampling, the utilization of individual wells has been modified to prioritize supply from the lower uranium wells. That also requires modifications to the operation of the pumping station located on site. In order to enhance the ability to blend water from the various wells, new collection piping is required to be installed where the common well lines comes together at the pumping station. The associated materials for the new interconnecting piping and the large diameter valves have been purchased. Upon completing the installation, the ability to mix and use the water from the different wells at the Wellfield will allow the Utilities Department to continue to provide a high quality water for the City's customers.

Discussion

The bidding documents, for the installation of the piping at the Wellfield, were submitted to eight firms and advertised in accordance with City Procurement Codes. Four bids were received and publicly opened at 11:00 a.m. on March 17, 2009. The bids are tabulated below:

<u>BIDDER</u>	<u>EXCEPTIONS</u>	<u>BID</u>
Judds Bros. Construction Co. Lincoln, NE	None	\$72,540.00
General Excavating Lincoln, NE	None	\$63,488.36
Starostka Group Unlimited Grand Island, NE	As Noted	\$43,921.41
Diamond Engineering Co. Grand Island, NE	None	\$38,395.25

The exception from Starostka Group Unlimited deals with the use of a 4' diameter manhole instead of the specified standard 6' diameter manhole, and its associated placement for access to the valves. Per discussions between staff and the bidder, the exception is acceptable and has been done in other locations at the Wellfield.

The received bids have been reviewed and evaluated. The low bid from the Diamond Engineering Company is complete and without exceptions.

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

It is recommended the City Council award the contract for Water Main Project 2009-W-2, Wellfield Well Header Modifications (Installation), to the low responsive bidder, the Diamond Engineering Company of Grand Island, in the amount of \$38,395.25. The bid is below the total project estimate of \$85,000 and meets all City contract requirements. Construction funds are available in the FY 08-09 budget.

Sample Motion

Make a motion to approve award of the contract for Wellfield Header Modifications (Installation) to Diamond Engineering Company.

CITY OF GRAND ISLAND, NEBRASKA
UTILITIES DEPARTMENT

Est: 1/15/2009
Bid: 3/17/2009

WMP 2009-W-2, Wellfield Well Header Modifications, Installation

ITEM	DESCRIPTION	QUANTITY	EST	Diamond Eng Co.		Starostka Group Unl.		General Excavating		Judds Bros Const.	
				Unit \$	Total \$	Unit \$	Total \$	Unit \$	Total \$	Unit \$	Total \$
1.01	20" D.I. Pipe (sj)	241.90	LF	21.00	5,079.90	78.90	19,085.91	49.40	11,949.86	100.00	24,190.00
1.02	18" D.I. Pipe (sj)	10.00	LF	20.70	207.00	119.85	1,198.50	47.80	478.00	80.00	800.00
1.03	20"x20"x6" Tee (mj)	2.00	EA	265.00	530.00	309.00	618.00	884.00	1,768.00	550.00	1,100.00
1.04	20"x45 Ell (mj)	3.00	EA	216.50	649.50	262.00	786.00	597.50	1,792.50	650.00	1,950.00
1.05	20"x18" Reducer (mj)	2.00	EA	170.00	340.00	251.00	502.00	286.50	573.00	150.00	300.00
1.06	Manhole	4.00	EA	4,768.00	19,072.00	2,629.00	10,516.00	4,422.00	17,688.00	5,000.00	20,000.00
1.07	Blow-off Hydrant Assembly	2.00	EA	1,070.00	2,140.00	972.00	1,944.00	2,284.00	4,568.00	2,400.00	4,800.00
1.08	Earthwork & Grading	Lump	Sum	1,676.85	1,676.85	3,613.00	3,613.00	7,449.00	7,449.00	3,000.00	3,000.00
1.09	Regravel Driveway	Lump	Sum	700.00	700.00	615.00	615.00	1,150.50	1,150.50	1,400.00	1,400.00
1.10	Seeding & Mulching	Lump	Sum	1,375.00	1,375.00	915.00	915.00	873.00	873.00	3,000.00	3,000.00
1.11	Dewatering	Lump	Sum	6,625.00	6,625.00	4,128.00	4,128.00	15,198.50	15,198.50	12,000.00	12,000.00
					<u>\$38,395.25</u>		<u>\$43,921.41</u>		<u>\$63,488.36</u>		<u>\$72,540.00</u>

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 17, 2009 at 11:00 a.m.

FOR: Water Main Project 2009-W-2
Wellfield Well Header Modifications (Installation)

DEPARTMENT: Utilities

ESTIMATE: \$85,000.00

FUND/ACCOUNT: 525

PUBLICATION DATE: March 2, 2009

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Judds Bros. Construction Co.</u> Lincoln, NE	<u>The Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Inland Insurance Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$72,540.00	\$38,395.25
Bidder:	<u>Starostka Group Unlimited</u> Grand Island, NE	<u>General Excavating</u> Lincoln, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	Noted	None
Bid Price:	\$43,921.41	\$63,488.36

cc: Gary Mader, Utilities Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator
Tom Barnes, Utilities Engineering Manager

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

RESOLUTION 2009-63

WHEREAS, the City Water Department invited sealed bids for Water Main Project 2009-W-2, Wellfield Well Header Modifications (Installation); and

WHEREAS, on March 17, 2009, bids were received, opened and reviewed; and

WHEREAS, the Diamond Engineering Company of Grand Island, NE 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 \$38,395.25; and

WHEREAS, the bid of Diamond Engineering Company of Grand Island, NE is less than the estimate for Water Main Project 2009-W-2, Wellfield Well Header Modifications (Installation).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Diamond Engineering Company of Grand Island, NE in the amount of \$38,395.25 for Water Main Project 2009-W-2, Wellfield Well Header Modifications (Installation) is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2009	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G9

**#2009-64- Approving Bid Award for the 2009 Asphalt Resurfacing
Project No. 2009-AC-1**

Staff Contact: Steven P. Riehle, Public Works Director/City Engin

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 24, 2009

Subject: Approving Bid Award for the 2009 Asphalt Resurfacing Project Number 2009-AC-1

Item #'s: G-9

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

Background

On March 10, 2009 the Engineering Division of the Public Works Department advertised for bids for the 2009 Asphalt Resurfacing Project Number 2009-AC-1.

Discussion

Two (2) bids were received and opened on March 17, 2009. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
J.I.L. Asphalt Paving Co. of Grand Island, NE	None	\$676,758.50
Gary Smith Construction Co., Inc. of Grand Island, NE	Noted	\$686,788.98

Due to the impact on many products because of the increasing fuel costs last year, especially the asphalt industry, the estimate for such work was challenging to figure. The estimate for the project at the time the plans and specifications were prepared was \$651,255.48 (before the County and State pay their share). The State share is estimated at \$37,657.479 and the County share is estimated at \$53,936.75. When bids were opened the low bidder was almost 4% above the estimate. The bids are believed to be competitive as there was only 1% difference between them.

There are sufficient funds in Account No. 10033506.85354, 10033506.85213 & 10033506.85352 to fund this project.

Following is a list of the streets included in the 2009-AC-1 project:

Section #1. Shall be on Anna Street from Grant Street to Monroe Street. The entire section shall be milled to the concrete. A 2" "BC" Surface Course shall be placed on the entire section. Millings will become property of the City of Grand Island and be hauled by the City Streets Division from the job site.

Section #2. Shall be on Capital Avenue from east of Webb Road to Custer Avenue. The entire section shall be milled 2". A 2" Type "A" Surface Course shall be placed on the entire section. Millings will be become property of the Contractor and be hauled by the City Streets Division from the job site.

Section #3. Shall be on Enterprise Street from west end to North Road. A 2" Type "BC" Surface Course shall be placed on the entire section. Millings will be property of the Contractor and be hauled by the City Streets Division from the job site.

Section #4. Shall be on Kimball Street from 1st Street to 2nd Street. The entire section shall be milled to the concrete. A 2" Type "BC" Surface Course shall be placed on the entire section. Millings will be property of the Contractor and be hauled by the City Streets Division from the job site.

Section #5. Shall be on Locust Street from Wheeler Avenue to 1st Street. The entire section shall be milled to the concrete. A 2" Type "BC" Surface Course shall be placed on the entire section. Millings will become property of the Contractor and be hauled by the City Streets Division from the job site.

Section #6. Shall be on 3rd Street from Eddy Street to Wheeler Avenue. The section of 3rd Street from Eddy Street to Cedar Street was last resurfaced in 1983. The section of 3rd Street from Cedar Street to Wheeler Avenue was last resurfaced in 1983. The entire section shall be milled to the concrete. A 2" Type "BC" Surface Course shall be placed on the entire section. Millings will become property of the Contractor and be hauled by the City Streets Division from the job site.

Section #7. Shall be on Cleburn Street from 2nd Street to 3rd Street. The entire section shall be milled to the concrete. A 2" Type "BC" Surface Course shall be placed on the entire section. Millings will become property of the Contractor and be hauled by the City Streets Division from the job site.

Section #8. Shall be on Elm Street from 2nd Street to 3rd Street. The entire section will be milled to the brick. A 2" Type "BC" Surface Course shall be placed on the entire section. Millings will become property of the Contractor and be hauled by the City Streets Division from the job site.

Section #9. Shall be on Cedar Street from 1st Street to 3rd Street. The entire section shall be milled to the brick. A 2" Type "BC" Surface Course shall be placed on the entire

section. Millings will become property of the Contractor and be hauled by the City Streets Division from the job site.

Section #10. Shall be on Walnut Street from 1st Street to 3rd Street. The entire section shall be milled to the concrete. A 2" Type "BC" surface course shall be placed on the entire section. Millings will become property of the Contractor and be hauled by the City Streets Division from the job site.

Section #11. Shall be on Eddy Street from 4th Street to 10th Street. The entire section shall be milled to the concrete. A 2" Type "A" Surface Course shall be placed on the entire section. Millings will become property of the Contractor and be hauled by the City Streets Division from the job site.

Section #12. Shall be on Greenwich Street from 1st Street to half a block north. The entire section shall be milled to the concrete. A 2" Type "A" Surface Course shall be placed on the entire section. Millings will become property of the Contractor and be hauled by the City Streets Division from the job site.

Section #13. Shall be on 1st Street from Greenwich Street to Eddy Street. The entire section shall be milled to the brick. A 2" Type "A" Surface Course shall be placed on the entire section. Limits of work are shown on the project plans. Millings will become property of the Contractor and be hauled by the City Streets Division from the job site.

Section #14. Shall be on 1st Street from Eddy Street to Walnut Street (south lane only). The entire section shall be milled to the concrete. A 2" Type "A" Surface Course shall be placed on the entire section. Millings will be property of the Contractor and be hauled by the City Streets Division from the job site.

Section #15. Shall be on 3^d Street from Tilden Street to Lincoln Street. The entire section shall be milled to the concrete. A 2" Type "B" Surface Course shall be placed on the entire section. Millings will become property of the City of Grand Island and be hauled by the City Streets Division from the job site. The Nebraska Department of Roads is cost sharing in the work on this section since 3rd Street was used as a detour during the widening of 2nd Street.

Section #16. Shall be on Shady Bend Road from Bismark Road to south of Gregory Avenue. The roadway will be milled to a uniform cross slope prior to the asphalt overlay. The County is cost sharing in the work on this section because some of the roadway is in Hall County. A Type "A" Surface Course shall be placed on the entire section. Millings will become property of the Hall County Highway Department and they will haul the millings from the job site.

Section #17. Shall be on Shady Bend Road from south of Gregory Avenue to the concrete south of Highway No. 30. The entire section shall be milled 2". A 2" Type "A" Surface Course shall be placed on the entire section. Millings will become property of the Contractor and be hauled by the City Streets Division from the job site.

Alternatives

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

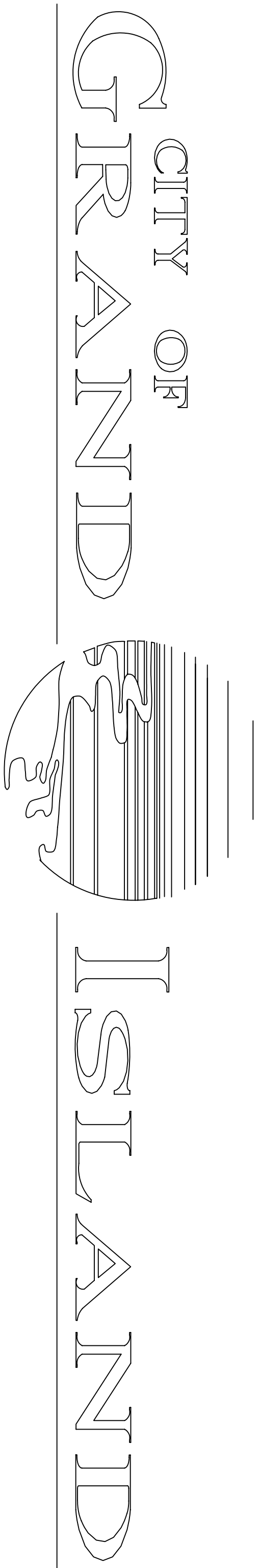
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

Public Works Administration recommends that the Council approve awarding a contract to J.I.L. Asphalt Paving Company of Grand Island, Nebraska in the amount of \$676,758.50.

Sample Motion

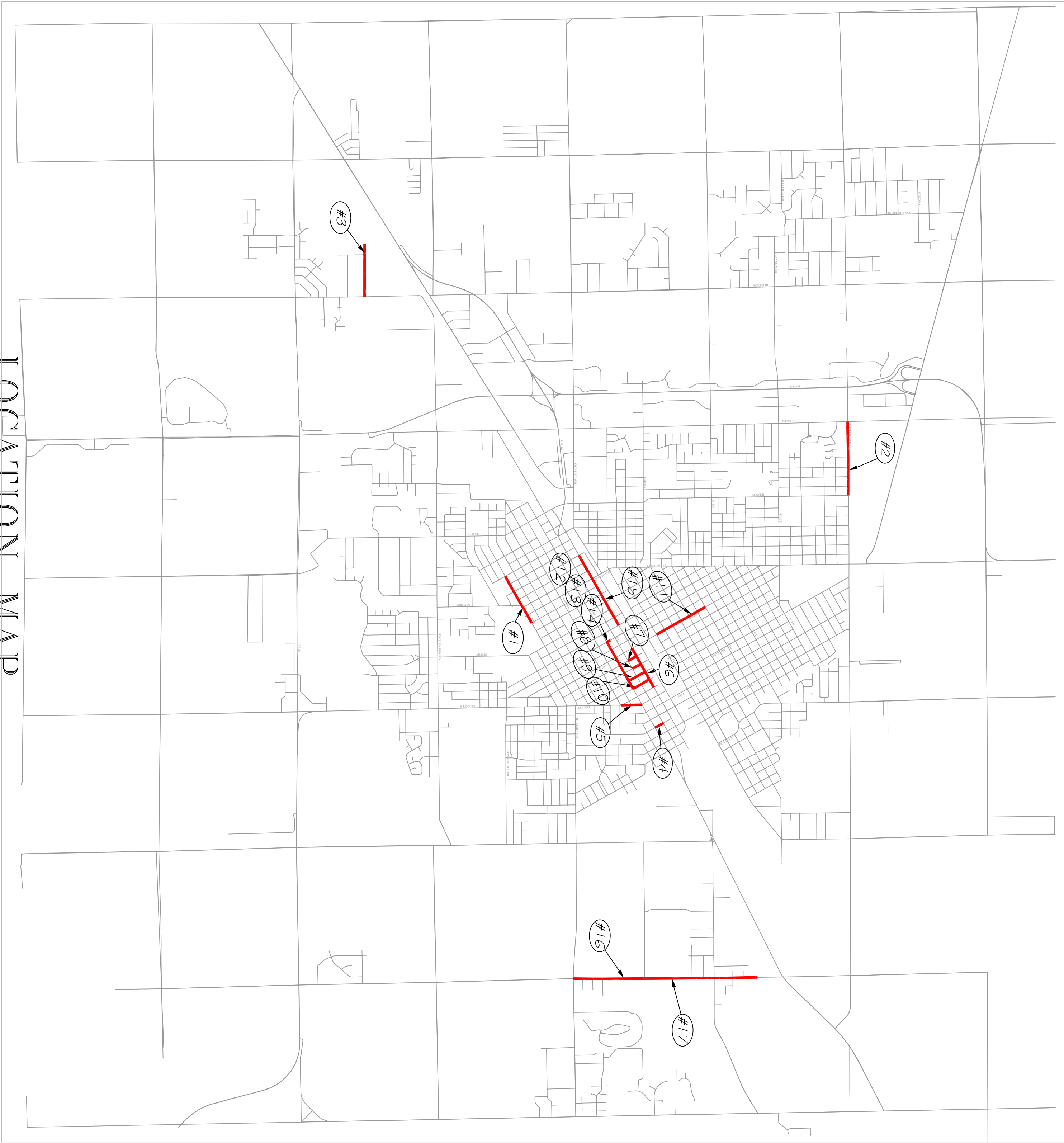
Motion to approve the bid award.



PUBLIC WORKS DEPARTMENT

ASPHALT MAINTENANCE PROJECT

2009 - AC - 1



LOCATION MAP

APPROVED BY THE DIRECTOR OF PUBLIC WORKS

PROFESSIONAL ENGINEER



CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT

ASPHALT MAINTENANCE PROJECT
2009 - AC-1

DRAWN BY	DATE	REVISED BY
CHECKED M.W.L.	DATE 01/26/09	SHEET 1 OF 6

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 17, 2009 at 11:15 a.m.

FOR: Asphalt Maintenance Project 2009-AC-1

DEPARTMENT: Public Works

ESTIMATE: \$651,255.48

FUND/ACCOUNT: 10033506-85354 & 10033506-85213

PUBLICATION DATE: March 10, 2009

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>J.I.L. Asphalt Paving Co.</u> Grand Island, NE	<u>Gary Smith Const. Co., Inc.</u> Grand Island, NE
Bid Security:	Inland Insurance Co.	Inland Insurance Co.
Exceptions:	None	None
Bid Price:	\$676,758.50	\$686,788.98

cc: Steve Riehle, Public Works Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Catrina DeLosh, PW Admin. Assist.
Wes Nespor, Purchasing Agent
Tom Carlson, PW Engineer

P1332

RESOLUTION 2008-64

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Resurfacing Project Number 2009-AC-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on March 17, 2009 bids were received, opened, and reviewed; and

WHEREAS, J.I.L. Asphalt Paving Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$676,758.50; and

WHEREAS, J.I.L. Asphalt Paving Company's bid is higher than the estimate for such project, but deemed acceptable because the 2nd bidder was approximately 1% higher.

WHEREAS, \$676,758.50 is available in the Fiscal Year 2008/2009 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of J.I.L. Asphalt Paving Company of Grand Island, Nebraska in the amount of \$676,758.50 for Asphalt Maintenance Project 2009-AC-1 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
March 20, 2009	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G10

**#2009-65- Approving Bid Award for Street Sweeper for the Streets
Division of the Public Works Department**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: March 24, 2009

Subject: Approving Bid Award for Street Sweeper for the Streets Division of the Public Works Department

Item #'s: G-10

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

Background

On March 4, 2009 the Streets Division of the Public Works Department advertised for bids for one (1) street sweeper. There were 3 potential bidders for the sweeper.

Discussion

One (1) bid was received and opened on March 16, 2009. Nebraska Environmental Products of Lincoln, Nebraska submitted the sole bid in the amount of \$168,345.00. The bid was submitted in compliance with the contract and specifications.

Funds are available in account number 10033501.85615.

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 bid award to Nebraska Environmental Products of Lincoln, Nebraska in the amount of \$168,345.00 for one (1) street sweeper.

Sample Motion

Motion to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 16, 2009 at 11:00 a.m.

FOR: (1) Street Sweeper

DEPARTMENT: Public Works

ESTIMATE: \$162,500.00

FUND/ACCOUNT: 10033501-85615

PUBLICATION DATE: March 4, 2009

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Nebraska Environmental Products
Lincoln, NE

Bid Security: Travelers Casualty & Surety Co.

Exceptions: None

Bid Price: \$168,345.00

cc: Steve Riehle, Public Works Director
Dale Shotkoski, City Attorney
Jeff Pederson, City Administrator

Catrina DeLosh, PW Admin. Assist.
Wes Nespor, Purchasing Agent
Scott Johnson, Street Superintendent

P1331

RESOLUTION 2009-65

WHEREAS, the City of Grand Island invited sealed bids for One (1) Street Sweeper, according to plans and specifications on file with the Street Division of the Public Works Department; and

WHEREAS, on March 16, 2009 bids were received, opened and reviewed; and

WHEREAS, Nebraska Environmental Products of Lincoln, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$168,345.00; and

WHEREAS, Nebraska Environmental Products' bid is within 4% of the estimate for such vehicle.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Environmental Products of Lincoln, Nebraska in the amount of \$168,345.00 for one (1) street sweeper is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2009	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G11

#2009-66- Approving Government Outreach Contract for Citizen Request Management System

Staff Contact: Paul Briseno

Council Agenda Memo

From: Paul M. Briseno, Assistant to the City Administrator

Meeting: March 24, 2009

Subject: Approving Government Outreach Contract for Citizen Request Management System

Item #'s: G-11

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

Background

At the February 10, 2009 City Council meeting a presentation of the website rebuild project was given. The Citizen Request Management System (CRMS) was also presented at that time as an essential part of the project. It was discussed that the CRMS would be contracted out with a third party.

Citizen Request Management System benefits include:

- Dramatically improve service and staff efficiency
- Citizens are able to find immediate answers
- Citizens get rapid response
- Citizens receive regular updates of progress
- Staff are able to answer questions quickly
- Employees can directly enter requests received by phone, email, or in-person
- Information is kept for a comprehensive data retrieval
- Elected officials have a better understanding of the community needs and service priorities

The implementation of a CRMS provides citizens with an easy way to connect with local government and offers a means to improve the effectiveness and efficiency of programs and services. The foundation of the CRMS is to add an important tool to increase citizen engagement and improve customer service. Implementation of this system furthers the commitment that the City Administration has made to utilize technology to increase both efficiency as well as effective communication with all stakeholders.

The Council can view the podcast of CRMS benefits or view the International City/County Managers Association Report of **Customer Service and 311/CRM Technology in Local Governments: Lessons on Connecting with Citizens** by visiting (http://icma.org/main/ns_search.asp?nsid=3718) the ICMA Website

Discussion

The Administration Department sent out a request for proposals on January 17, 2009 and five proposals were received on February 5, 2009. The request for proposal was also advertised in the local newspaper. After scoring RFP's and presented information, Administration is recommending a Citizen Request Management Agreement with Government Outreach, of Pleasanton, California to Council for \$5,425. This amount includes implementation and first year subscription costs through September 2009.

If this contract is approved, the City of Grand Island would be Government Outreach's first customer in Nebraska and a 39% discount would be received from the original price of \$8,925. The second year subscription costs are \$5,700 and will be budgeted in the 2009-2010 budget for council approval.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the Citizen Request Management System contract with Government Outreach.

Sample Motion

Make a motion to approve the citizen request management system contract with Government Outreach, of Pleasanton, California in the amount of \$5,425.



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CITIZEN REQUEST MANAGEMENT SYSTEM (CRMS)**

RFP DUE DATE: February 5, 2009 at 4:00 p.m.

DEPARTMENT: Administration

PUBLICATION DATE: January 17, 2009

NO. POTENTIAL BIDDERS: 5

SUMMARY OF PROPOSALS RECEIVED

Active Network
Lincoln, NE

Government Outreach
Pleasanton, CA

GovPartner
Cedar Rapids, IA

WebQA, Inc.
Woodridge, IL

Concate, Inc.
San Francisco, CA

cc: Paul Briseno, Assist. to the City Administrator
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney

David Springer, Finance Director
Wes Nespor, Purchasing Agent

P1319

Government Outreach Order Form

Government Outreach will provide a subscription service to the “Government Outreach Software Service” – a customer support tracking software system maintained by Government Outreach and housed on a computer server procured by Government Outreach for this purpose. Government Outreach shall provide Customer access to this service via the internet. Government Outreach is not responsible for maintaining Customer’s internet connection to the hosted service.

The Software requires information from the customer for setup and configuration as well as participation from the customer in assisting and providing data to Government Outreach for the setup and configuration of the software.

Government Outreach will provide the following items with the Software Service.

Project Management – Government Outreach will provide Project Management, specifically the development of a project plan with identified Customer employees to ensure the many facets of deploying the Government Outreach CRM Software Service are done in a timely and coordinated fashion. Customer will make appropriate staff available to Government Outreach for the purposes of obtaining the necessary information and data required to setup and configure the system.

Communications Program – Government Outreach will develop a customized Communications Plan that introduces the customer service program to residents and staff via local media and Customer’s internal communications tools. Along with the plan, Government Outreach will provide related written materials, including sample news releases, newsletter articles, emails, kiosk flyers, and ideas for cable television promotional spots. Government Outreach will also devise a media outreach strategy, and draft materials that help you interest the media in the customer service success story.

Training – Government Outreach will provide 2 types of training. 1) for users of the system that process service requests and 2) for users that are identified as administrators. Training will be given on site for up to 2 days.

Reports and Printing – Government Outreach will develop up to 5 additional customized reports in addition to the standard reports available.

Integration with Customer’s system – Government Outreach has a web services interface that can “push” CRM data to a matching named web service provided by customer and made available through the internet to Government Outreach servers. The web service can push citizen contact information as well as description information about the complaint to the customer web service. Customer will be responsible for extracting data from the web service and inserting data into other Customer data systems. Government Outreach will work with Customer to determine what data from the CRM system should be pushed through the web service. Up to 10 hours is provided for implementation of the interface by Government Outreach personnel. Additional time will be billed at \$150 per hour. It is expected that implementation will be contained within the 10 hours provided.

Fees – The fees are distributed over two budget cycles. Government Outreach’s fees for the first year are Not to Exceed \$5,425 and the fees for the second year are Not to Exceed \$5,700. The fees include one-time implementation costs plus an annual subscription of the GOREquest CRM Software Service.

First year implementation fees are as follows:

GOREquest Setup	\$4,000
Web Service Interface	\$3,500
Total Setup	\$7,500

First year (July thru September 2009) subscription costs are as follows:

GOREquest subscription fees	\$1,200
Web Service Interface:	\$225
Total Subscription	\$1,425

The total for the first year is \$8,925; however, Government Outreach will provide a discount of \$3,500 bringing the first year total to \$5,425.

Second year (October 2009 thru September 2010) subscription costs are as follows:

GOREquest subscription fees	\$4,800
Web Services Interface	\$900
Total Subscription	\$5,700

Additional services performed by Government Outreach not included in this agreement, will be billed at a time and expense basis. Additional services performed by Government Outreach must be approved and in writing by Customer prior to commencement of such work.

Schedule of Payments – Government Outreach will invoice Customer based upon the following schedule:

- 50% of first-year implementation costs at the commencement of the project
- 50% of first year implementation cost and the first year subscription costs upon completion of training

Subscription fees will begin on July 1, 2009. In the event that the City is ready to launch the system prior to this date, Government Outreach will waive any additional subscription fees for the first year. The second year subscription fees begin October 1, 2009 and run through September 30, 2010. Subscription fees are always paid in advance and are billed annually prior to the expiration of the previous subscription period.

By: _____

Title: _____

Date: _____

By: Kendall Smith

Title: President

Date: _____

GOVERNMENT OUTREACH SUBSCRIPTION AGREEMENT

1. License Grants. Subject to the terms and conditions of this Agreement, Government Outreach grants to Customer during the Term of this Agreement the nontransferable, nonexclusive worldwide right to permit Users to (a) use the Government Outreach Service, (b) print and display the Content, and (c) use the Government Outreach Materials solely in connection with the Government Outreach Service, all solely for Customer's own internal business operations, provided such operations shall not include commercial time-sharing, rental, outsourcing or service bureau use. The rights granted to Customer in this Agreement are subject to all of the following agreements and restrictions: (i) Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Government Outreach Service or the Government Outreach Materials available to any third party other than the authorized Users of Customer, the citizens of Customer and contractors for Customer; (ii) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Government Outreach Service or Government Outreach Materials or access the Government Outreach Service or Government Outreach Materials in order to build a similar or competitive product or service; (iii) Customer shall not disclose any review of the Government Outreach Software or Government Outreach Service, including but not limited to the results of any performance tests, to any third party without Government Outreach's prior written approval except where required by the Public Records Act; (iv) Customer acknowledges and agrees that Government Outreach or its Third Party Providers shall own all right, title and interest in and to all intellectual property rights (including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof) in the Government Outreach Service and the Government Outreach Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Government Outreach Service or the Government Outreach Materials; (v) Customer does not acquire any rights in the Government Outreach Service or Government Outreach Materials, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted to Customer are reserved by Government Outreach; and (vi) this Agreement is not a sale and does not convey any rights of ownership in or related to the Government Outreach Service or Government Outreach Materials to Customer.

2. Licenses from Customer. Subject to the terms and conditions of this Agreement, Customer grants to Government Outreach and its Third Party Providers the non-exclusive, worldwide right to use, copy, transmit and display (a) Customer Data solely to the extent necessary to provide the Government Outreach Service and Government Outreach Materials to Customer, and (b) any trademarks that Customer provides Government Outreach for the purpose of including them in Customer's user interface of the Government Outreach Service ("Customer Trademarks"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data and information regarding Customer and Customer's Users.

3. Third Party Providers. All materials and services provided through the Government Outreach Service, as well as any Government Outreach Materials, including but not limited to information, documents, products, logos, graphics, sounds, images, software, and consulting, training or technical support services are provided either by Government Outreach or by its respective third party manufacturers, authors, developers, vendors, and service providers ("Third Party Providers") and are the copyrighted work of Government Outreach and/or its Third Party Providers. Except where expressly provided otherwise by Government Outreach, nothing in the Government Outreach Service, the Government Outreach Materials, or the Agreement shall be construed to confer any license to any of Government Outreach's or any Third Party Provider's intellectual property rights, whether by estoppel, implication, or otherwise. Government Outreach reserves the right to subcontract any or all services provided hereunder to third parties.

4. Term and Termination. Except as otherwise provided in an Order Form, this Agreement becomes effective on the date the Agreement is accepted and continues until termination in accordance with this section 4. In the event of any breach of this Agreement by either party, other than Customer's failure to make payment as set forth herein, the non-breaching party shall have the right to terminate this Agreement

for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail and, if Government Outreach is the non-breaching party, Government Outreach may terminate Customer's password, account, access to or use of the Government Outreach Service. Notwithstanding the foregoing, Government Outreach reserves the right, in its discretion, to suspend or terminate this Agreement or Customer's password, account, access to or use of to the Government Outreach Service if any payment on Customer's account becomes 30 days past due. Upon termination of this Agreement for any reason, Customer's right to access or use Customer Data through the Government Outreach Service immediately ceases. At Customer's request upon termination of this Agreement, provided Customer is not in breach of the Agreement, Government Outreach will make available to Customer a file of the Customer Data then in its possession. After a period of 60 days after such termination, Government Outreach shall have the right to delete the Customer Data without obligation to maintain or forward any Customer Data. Customer agrees that the license to Customer Data shall survive termination of this Agreement to the extent necessary for Government Outreach to retain Customer Data as set forth herein. Government Outreach reserves the right to withhold, remove and/or discard Customer Data immediately upon notice to Customer in the event of any breach of this Agreement by Customer, including, without limitation, non-payment. Customer can backup or extract Customer Data at any time by using the Government Outreach tools or requesting a backup of Customer Data from Government Outreach provided Customer is not in breach of the Agreement.

5. Representations & Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement. Government Outreach represents and warrants that (a) it will provide the Government Outreach Service in a manner consistent with generally accepted industry standards, (b) the Government Outreach Service will perform substantially in accordance with its online documentation under normal use and circumstances, and (c) the Services will be performed in a manner consistent with generally accepted industry standards.

6. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5 ABOVE, GOVERNMENT OUTREACH AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE GOVERNMENT OUTREACH SERVICE, THE GOVERNMENT OUTREACH MATERIALS, AND THE SERVICES INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND QUALITY OF SERVICE, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. GOVERNMENT OUTREACH AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE GOVERNMENT OUTREACH SERVICE, THE GOVERNMENT OUTREACH MATERIALS, OR THE SERVICES OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE GOVERNMENT OUTREACH SERVICE, THE GOVERNMENT OUTREACH MATERIALS, OR THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GOVERNMENT OUTREACH AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE GOVERNMENT OUTREACH SERVICE OR GOVERNMENT OUTREACH MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS; (B) THE GOVERNMENT OUTREACH SERVICE OR GOVERNMENT OUTREACH MATERIALS WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA; (C) GOVERNMENT OUTREACH AND ITS THIRD PARTY PROVIDERS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR CUSTOMER'S CONFIDENTIAL INFORMATION, (D) THE OPERATION OR USE OF THE GOVERNMENT OUTREACH SERVICE OR GOVERNMENT OUTREACH MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (E) ANY ERRORS WILL BE CORRECTED; (F) ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE, (G) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL CUSTOMER PURCHASES OR OBTAINS THROUGH THE GOVERNMENT OUTREACH SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; OR (H) THE GOVERNMENT OUTREACH SERVICE, GOVERNMENT OUTREACH MATERIALS, OR THE

SYSTEMS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES THAT NEITHER GOVERNMENT OUTREACH NOR ITS THIRD PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE GOVERNMENT OUTREACH SERVICE AND GOVERNMENT OUTREACH MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GOVERNMENT OUTREACH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY GOVERNMENT OUTREACH, THE GOVERNMENT OUTREACH SERVICE, GOVERNMENT OUTREACH MATERIALS, AND ALL CONTENT, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT OUTREACH SOFTWARE, ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS, AND ARE FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE GOVERNMENT OUTREACH SERVICE, GOVERNMENT OUTREACH MATERIALS AND ALL CONTENT IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

7. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR THE THIRD PARTY PROVIDERS EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY OR THE THIRD PARTY PROVIDERS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE GOVERNMENT OUTREACH SERVICE, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN THE GOVERNMENT OUTREACH SERVICE, THE GOVERNMENT OUTREACH MATERIALS, OR THE SERVICES, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR THE THIRD PARTY PROVIDER HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 7 SHALL NOT APPLY IN THE EVENT OF CUSTOMER'S BREACH OF SECTION 1, TO EITHER PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 8 BELOW, OR IN THE EVENT OF EITHER PARTY'S BREACH OF SECTION 9 BELOW. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.

8. Indemnities. Customer shall defend and indemnify Government Outreach and its Third Party Providers against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) finally awarded against Government Outreach and its Third Party Providers by a court of competent jurisdiction arising out of or in connection with a claim by a third party (i) alleging that the Customer Data or the Customer Trademarks, or any use thereof, infringes the rights of, or has caused harm to, a third party, or (ii) arising out of Customer's breach of Section 10; provided that Government Outreach and/or its Third Party Providers (i) promptly give written notice of the claim to Customer; (ii) give Customer sole control of the defense and related settlement negotiations; (iii) provide to Customer, at Customer's request and expense, all available information and assistance necessary to perform Customer's obligations under this paragraph. Government Outreach shall defend and indemnify Customer against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) finally awarded against Customer by a court of competent jurisdiction arising out of or in connection with a claim by a third party alleging that the Government Outreach Software directly infringes a patent, copyright, or trademark or misappropriates a trade secret of a third party; provided that Customer (i) promptly give written notice of the claim to Government Outreach; (ii) give Government Outreach sole control of the defense and related settlement negotiations; (iii) provide to Government Outreach, at Government Outreach's request and expense, all available information and assistance necessary to perform Government Outreach's obligations

under this paragraph. Government Outreach shall have no indemnification obligation or other liability for any claim of infringement arising from (a) use of the Government Outreach Software other than in accordance with this Agreement; (b) the combination of the Government Outreach Software with any other products, service, hardware or business process(s); or (c) any Content or third party software products. If the Government Outreach Software or any portion of the Government Outreach Service is held to infringe or may be infringing, Government Outreach shall have the option, at its expense, to (x) replace or modify the Government Outreach Software or Government Outreach Service to be non-infringing, (y) obtain a license for Customer to continue using the Government Outreach Software or Government Outreach Service, or (z) terminate the Government Outreach Service or this Agreement and refund any prepaid unused fees for the Government Outreach Service. This Section 8 states Government Outreach's entire liability and Customer's exclusive remedy for any claim of infringement.

9. Confidential Information. Each party may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Customer's Confidential Information shall include, but not be limited to, Customer Data. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information. The parties agree to use all reasonable care to prevent disclosure of the other party's Confidential Information to any third party. Notwithstanding the foregoing, Customer acknowledges and agrees that Government Outreach may disclose Customer's Confidential Information to its Third Party Providers solely to the extent necessary to provide products or services under this Agreement, provided that Government Outreach has a non-disclosure agreement in place with such Third Party Provider that protects such Confidential Information against disclosure in a manner no less protective than this Agreement. This Section 13 will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that a party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the "responding party") shall first have given sufficient and prompt written notice to the other party of the receipt of any subpoena or other request for such disclosure; and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the responding party, nothing in this Section 9 shall limit or restrict the ability of the other party to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information. This Section 9 constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information.

10. Customer's Responsibilities. Customer agrees to comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with use of the Government Outreach Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data. Customer will ensure that any use of the Government Outreach Service by Customer's Users is in accordance with the terms of this Agreement. Customer agrees to notify Government Outreach immediately of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Content. If Customer uses the Government Outreach Service from locations other than the location from which Government Outreach controls and operates the Government Outreach Service, Customer is solely responsible for compliance with all applicable laws including but not limited to the export and import regulations of other countries. Customer acknowledges and agrees that the Government Outreach Service is subject to the U.S. Export Administration Laws and Regulations. Customer agrees that no part of the Government Outreach Service or information obtained through use of the Government Outreach Service, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their

nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and Customer must comply with the list as it exists in fact. Customer certifies that neither Customer nor any Users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Customer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Any unauthorized use of the Government Outreach Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. The Government Outreach Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

11. Notices. Government Outreach may give notice by means of a general notice on the Government Outreach Service by written communication sent by first class mail or pre-paid post to Customer's address on record in Government Outreach's account information. Such notice shall be deemed to have been given two days after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending by email or posting to the Government Outreach Service. Customer may give notice to Government Outreach at any time by any of the following: letter sent by confirmed facsimile to Government Outreach at the following fax numbers to the attention of Legal Affairs: fax number 925-292-2768; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Government Outreach at the following address to the attention of Legal Affairs: Government Outreach, Inc. 2943 Victoria Meadow Ct, Pleasanton California 94566 USA. Such notice shall be deemed to have been given two days after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by confirmed facsimile).

12. No Assignment. Customer may not assign this Agreement without the prior written approval of Government Outreach. Any purported assignment in violation of this section shall be void.

13. Modification to Terms. Any change to the terms and conditions of this Agreement or its policies relating to the Government Outreach Service must be agreed in writing by Government Outreach and the customer.

14. U.S. Government Restricted Rights. Any use of the Government Outreach Service by or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Government Outreach, Inc., 2943 Victoria Meadow Ct, Pleasanton California 94566 USA.

15. General provisions. Any action related to this Agreement will be governed by Nebraska law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Government Outreach Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Nebraska. This Agreement, together with any applicable Order Form, represents the parties' entire understanding relating to the use of the Government Outreach Service and supersedes any prior or contemporaneous, conflicting or additional, communications. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. It shall not be deemed a default hereunder and neither party shall be liable for a failure to perform hereunder arising from causes or events beyond the reasonable control of such party including, but not limited to, labor disputes of any kind, acts of God, floods, fires, explosions or storms, transportation difficulties, war, terrorism, or any rule or action of any court, instrumentality or Customer of federal or

state or local government. No joint venture, partnership, employment, or Customer relationship exists between Government Outreach and Customer as a result of this Agreement or use of the Government Outreach Service. The failure of Government Outreach to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Government Outreach in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, the term "prevailing party" shall be determined by that same process. Government Outreach reserves the right to assign its right to receive and collect payments hereunder. Any rights not expressly granted herein are reserved by Government Outreach.

16. Definitions

A. "Content" means the audio and visual information, documents, products and services contained or made available to Customer in the course of using the Government Outreach Service, excluding software products.

B. "Customer Data" shall mean any data, information or other materials, provided to Government Outreach by Customer in the course of using the Government Outreach Service, excluding identification and other information concerning Customer and Customer's Users.

C. "Customer Care Services" shall mean the Services provided by Government Outreach or Third Party Providers pursuant to Government Outreach's then-current Customer Care Services Policy.

D. "Government Outreach Materials" shall mean any materials provided or disclosed to Customer by Government Outreach or a Third Party Provider (1) in the course of performing Services other than the Government Outreach Service, (2) as part of an online tutorial provided with the Government Outreach Service, or (3) in the course of providing web seminars in which Customer or Customer's Users enroll.

E. "Order Form(s)" means the document confirming Customer's subscription for the Government Outreach Service and any related products or Services, in either electronic or written form. The Order Form will specify the term of the subscription, the applicable fees, the billing period, and other terms. Each such Order Form shall be incorporated into and become a part of this Agreement;

F. "Services" shall mean all services provided by Government Outreach or Third Party Providers under this Agreement, including but not limited to Customer Care Services, but does not include the Government Outreach Service.

G. "Government Outreach" means Government Outreach, Inc., a California corporation, having its principal place of business at 2943 Victoria Meadow Ct., Pleasanton California 94566 USA.

H. "Government Outreach Service" means the online customer relationship management, billing, data analysis, and other subscription services identified as such during the ordering process, including the Government Outreach Software, the Content and the third party software products provided as part of such services, operated and maintained by Government Outreach or its subsidiaries or contractors, accessible via <http://govoutreach.com> or another designated web site or IP address provided to Customer by Government Outreach, to which Customer is being granted access under this Agreement;

I. "Government Outreach Software" means Government Outreach's proprietary software and user interfaces made available to Customer by Government Outreach as part of the Government Outreach Service;

J. "User(s)" means Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Government Outreach Service and have been supplied user identifications and passwords by Customer or on Customer's behalf;

K. "You" or "Customer" means the individual or legal entity, its directors, officers, affiliates, agents, and employees, as identified in the Order Form.

L. "Commencement of Operation" means first day that the service is used in production by Customer.

By: _____

Title: _____

Date: _____

By: Kendall Smith

Title: President

Date: _____

RESOLUTION 2009-66

WHEREAS, the City of Grand Island invited proposals for Citizen Request Management System, in accordance with a Request for Proposal on file with City Administration; and

WHEREAS, on February 5, 2009 five proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, city staff conducted interviews with two of the proposing firms; and

WHEREAS, a result of the interviews, and agreement was negotiated with Government Outreach, of Pleasanton, California, to provide a Citizen Request Management System at a cost not to exceed \$5,425; and

WHEREAS, the foundation of the Citizen Request Management System is to make customer satisfaction a priority for the City of Grand Island. ; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Government Outreach of Pleasanton, California is hereby authorized to provide a Citizen Request Management System at a cost not to exceed \$5,425.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2009	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G12

**#2009-67- Agreement to Allow Project for Invasive Plant Control
and River Restoration with the Platte Valley Weed Management
Area**

Staff Contact: Gary R. Mader, Utilities Director

Council Agenda Memo

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

Meeting: March 24, 2009

Subject: Agreement to Allow Project for Invasive Plant Control
and River Restoration with the Platte Valley Weed
Management Area

Item #'s: G-12

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

Background

The City of Grand Island Wellfield property lies within the braided channels of the Platte River. The northern most channel of the river establishes the property boundary and is a significant source of recharge to the underlying aquifer which provides drinking water to the City. A non-native, invasive Phragmites species has become abundant in this channel and threatens to reduce or redirect necessary water flow.

Phragmites Australis is an aggressive invasive plant species. It is a perennial grass found along rivers, streams, flood plains, and lake shores in Nebraska. Up to 20 feet tall, dense stands of these non-native Phragmites species will produce a thick monoculture and quickly displace native vegetation. With an extensive system of rhizomes extending up to 32 feet in length and capable of producing many new shoots, Phragmites can quickly consume a waterway. This invasive species is a hybrid cross of an aggressive imported landscaping cultivar and a native reed.

On April 15th, 2008, the Nebraska Department of Agriculture (NDA) Director Greg Ibach designated non-native Phragmites as a noxious weed. This designation was put in place to help county weed control officials and landowners address areas of high infestation and prevent further spread of this invasive species.

Discussion

The invasive Phragmites now dominates vegetative growth in hundreds of miles of Platte River channels, and over just the past few years, has moved into the channels near the

City's Wellfield. The species is now required by noxious weed designation to be controlled by property owners. Additionally, by its dense level of growth, this hybrid species inhibits river flows adjacent to the Wellfield.

The Platte Valley Weed Management Area (PVWMA) is a group of public and private agencies and land owners working together to coordinate efforts and expertise to combat the spread of invasive and noxious weed species in the central Platte River drainage area. That group initiated efforts to control the invasive Phragmites species and was awarded a grant from the Nebraska Department of Agriculture to assist in that effort. The City entered into an agreement last year to allow the PVWMA to clear the river channels adjacent to the Wellfield. Manual removal of Phragmites was completed last fall in the central reach of the Platte River including the area surrounding the Wellfield. A follow up herbicide application this Spring is recommended to successfully control re-growth in the area. Copies of the data sheets for the herbicides to be used were sent to the Nebraska Department of Health and Human Services (NHHS) Risk Assessment and Toxicology division for determination of possible effects when used near a drinking water supply. Both herbicides, Polaris by Nufarm and Habitat by BASF, and a surfactant, MSO concentrate, are approved for aquatic use by EPA; and are evaluated as not being a threat to water supply by NHHS.

PVWMA is requesting permission to provide follow up treatment for eradication of Phragmites and other invasive species in the North Channel bordering the Wellfield property. The attached agreement is proposed to allow that access and treatment. There is no cost to the City.

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 "Agreement To Allow Project For Invasive Plant Control And River Restoration" be approved.

Sample Motion

Motion to approve the "Agreement To Allow Project For Invasive Plant Control And River Restoration" with the PVWMA.



AGREEMENT TO ALLOW PROJECT FOR INVASIVE PLANT CONTROL AND RIVER RESTORATION

REQUESTING SPONSOR:

Platte Valley Weed Management Area (PVWMA)

Organization or Group

9730 Antelope Avenue

Street and/or Box Number

Kearney, NE 68847

City and Zip

Dick Kincaid-Chairman Platte Valley Weed Management Area

(308) 236-1244

Contact Person

Telephone Number

The purpose of this Agreement is to authorize the PVWMA, its employees, agents and assigns to conduct invasive plant control within the river channel of the Platte River, on lands owned by the City of Grand Island and to assure that the City take no action that inhibits conducting this project.

PROJECT DESCRIPTION

The Platte Valley Weed Management Area (PVWMA) encompasses 11 counties and approximately 181 river miles of the Platte River. The PVWMA is an association consisting of county weed superintendents, non-government organizations, environmental organizations and local landowners. The PVWMA received a Nebraska Department of Agriculture grant and Central Platte NRD funds to control and remove invasive species within the Platte River and its side channels. This grant, the central Platte River project will address invasive and noxious weed problems within approximately 135 'river' miles of the Platte River between Gothenburg and Central City Nebraska. Historic and present water development on the Platte River and its tributaries has altered the river's hydrology, reducing flows and changing flow chronology.

Phragmites and other invasive vegetative species have formed dense plant colonies that stabilize riverbanks and sandbars forming 'choke' points within the river channel that restricts water movement downstream. The primary goal of this project is to improve river channel flow conveyance through the eradication and clearing of invasive vegetation.

Specifically within the City of Grand Island well field land the PVWMA used mechanical means to remove invasive vegetation that was invading and choking out the river channels. Mechanical means removed the standing plant biomass and will allow water conveyance. Without further management the pre-existing phragmites will re-grow and reduce over-all long-term success of the project. PVWMA would like to perform a follow-up herbicide treatment on previous shredded phragmites as it re-sprouts from roots. Ground based application will be used from Argo's, ATV's, trucks, and or marsh-masters machines. Herbicide applicators will be limited to the following conditions:

Ground-Based applicators will provide and use the following:

- a. Licenses and Permits: Provide a copy of Nebraska Dept. of Agriculture Pesticide Applicator License.
- b. Herbicide Mixture: 64 oz. Isopropylamine salt of Imazapyr 28.7%, plus 32 oz. methylated seed oil per acre. Brand name Habitat or Polaris herbicides
- c. Application Volume: Sufficient to totally cover target plant without excessive drip, 15 gallon per acre minimum.
- d. GPS Guidance System: Capable of guiding applicator to avoid retreatment of target plants and capable of producing GIS shape files of treated plants.
- e. Spray Nozzles: Capable of droplet-size large enough to accurately control spray application.

Approval is hereby requested to enter within the City of Grand Island right-of-way to perform invasive plant control and river restoration.

AGREEMENT

PVWMA agrees that if granted a permit to do said work, the following stipulations shall govern:

1. This application shall have been approved prior to PVWMA beginning any operations as requested herein.
2. PVWMA agrees to indemnify and hold harmless the City of Grand Island, its officers and employees from all liability, judgment, costs, expenses, and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property, or third party arising out of the performance or non-performance of said work.
3. This permit shall be subject to any laws now in effect, any laws which may be hereafter enacted, and all applicable rules and regulations of local, state, and federal agencies.
4. PVWMA agrees to give the City of Grand Island Utility Department 48 hours notice of intention to start operations. Notification shall be given to the City Utility Director, whose address is 100 East First Street, Grand Island, Nebraska, and whose telephone number is 385-5444 extension 280.
5. PVWMA shall carry on the work as required and authorized by this agreement with serious regard to the safety of the public, adjacent property owners, and volunteers or employees of the PVWMA.
6. PVWMA acknowledges that all personnel involved in this project are directed by the PVWMA and that PVWMA accepts full responsibility for any injuries or damages sustained by or caused by such personnel. The PVWMA acknowledges that they or their employees, agents, and assigns are in no way considered to be employees of the City of Grand Island.
7. PVWMA agrees to conduct their activities in a manner so as to not unreasonably interfere with the City of Grand Island or its lessees' use of the property.
8. Nothing herein shall obligate the PVWMA to expend any funds for the purpose of removing or controlling invasive plant species or re-vegetating City property. Any such expenditure shall be at the sole discretion of the PVWMA and shall be subject to sufficient appropriations and authorizations. Expenditure decisions by the PVWMA are final, binding and not subject to judicial review.
9. Any changes in work scope must be approved, in writing, by the City of Grand Island, Utilities Director prior to implementation.
10. The agency or company entering upon City property will comply with the City's requirements for liability insurance, property damage insurance, and workers'

compensation coverage. Fueling of equipment will not take place on City property and auxiliary fuel tanks will not be brought upon city property so as to minimize the risk of a chemical spill on the City's well field.

The City of Grand Island reserves the right to terminate this agreement when, at the sole judgment of the City, it is found that PVWMA has not met the terms and conditions of this Agreement.

This Agreement shall remain in force from May 15, 2009 to December 31, 2009. PVWMA will be given the option to renew the permit at the end of the Agreement period.

Platte Valley Weed Management Area :

By: _____
Dick Kincaid, Chairman

Date: _____

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Margaret Hornady, Mayor

Date: _____

Attest: _____
RaNae Edwards, City Clerk

Date: _____

The contract is in due form according to law and hereby approved.

Wesley Nespor, Asst. City Attorney

Date: _____

RESOLUTION 2009-67

WHEREAS, the City of Grand Island and the Platte Valley Weed Management Area (the Parties) desire to enter into an agreement to provide follow up treatment for eradication of Phragmites and other invasive species in the North Channel bordering the Wellfield property; and

WHEREAS, manual removal of Phragmites was completed last fall in the central reach of the Platte River including the area adjacent to the Wellfield; and

WHEREAS, the Parties agree and acknowledge that Phragmites are a noxious weed, and can quickly consume a waterway; and

WHEREAS, the Parties desire to enter into an Agreement to for follow up treatment for eradication of Phragmites and other invasive species in the North Channel bordering the Wellfield property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, execute the Agreement between the City of Grand Island and the Platte Valley Weed Management Area, in accordance with the terms and conditions generally described above.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2009	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G13

#2009-68- Approving Changes to the 2008-2009 Fee Schedule

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian

Meeting: December 5, 2006

Subject: Approving Changes to the 2008-2009 Fee Schedule

Item #'s: G-13

Presenter(s): Steve Paustian

Background

The City currently operates the Heartland Public Shooting Park. As programs are added or improved it is desirable to adjust user fees to recognize these additions and improvement to the operation. To this end a modification to the fee schedule is proposed.

A second modification to the fee shedule is also necessary at the City has been under contract with a private contractor to operate the train at Stolley Park for the last five years. That contract is set to expire and the City intends to operate the train internally. In order to charge a fee for riding on the train a fee must be established.

Discussion

Fees for both entities are consistant with either past fees or are comperable to established fees charged by similar facilities in the area. Enclosed is the recommended fee modifications and additions.

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 recommended fees.

Sample Motion

Motion to modify the existing fee schedule to include the rate changes for the Heartland Public Shooting Park and additions to the fee schedule for train operation.

2009 Heartland Public Shooting Park Pricing Structure

The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament, league play, special events, and promotions.

Venue	Adult	Youth
Skeet (25 targets/round)	\$5.00	\$3.50
Trap (25 targets/round)	\$5.00	\$3.50
5-Stand (25 targets/round)	\$6.00	\$4.00
Sporting Clays (50 targets/round)	\$15.00	\$10.00
Sporting Clays (100 target/round)	\$27.50	\$20.00
Trap/Skeet Punch Card (12-25 target rounds)	\$55.00	NA
Sporting Clay Punch Card (6-50 target rounds)	\$80.00	NA
Counter Purchase 1500 Targets		
Trap/Skeet	\$0.13	NA
Sporting Clays	\$0.22	NA
Rifle/Handgun Daily Fee	\$10.00	\$5.00
Rifle/Handgun Punch Card 6 days at \$7.50	\$45.00	NA
Rifle/Handgun Family Pass (Yearly)	\$150.00	NA
Archery	\$5.00	\$2.50
Rifle Range Daily Rental		
Law Enforcement with own RSO	\$100.00	
With Park RSO	\$200.00	
Business with own RSO	\$150.00	
With Park RSO	\$250.00	
Classroom Rental per day		
Shooting Sports Educational	\$100.00	
Business or Private	\$200.00	
With Associated Shooting Event	NC	
Golf Cart Rental		
per round (per rider)	\$3.00	
per day (4 rider limit)	\$50.00	
RV Park	(per night)	
RV Pad with electricity/water	\$20.00	
Primitive Camping (no water/electric)	\$5.00	

**STOLLEY PARK TRAIN
FEE SCHEDULE
2009**

Individual Rates:

- Ages 3 and under free with a paying adult
- \$2.00 per single rider
- 10 ride punch card \$17.50 (savings of \$ 2.50)
- 25 ride punch card \$37.50 (savings of \$12.50)
- 50 ride punch card \$62.50 (savings of \$37.50)

Group Rates:

- 10 to 24 individuals \$1.75 each
- 25 to 49 individuals \$1.50 each
- 50 + individuals \$1.25 each

RESOLUTION 2009- 68

WHEREAS, the 2008/2009 budget process requires an update of the Fee Schedule for numerous services that the City provides; and

WHEREAS, it is necessary to modify fees at the Heartland Public Shooting Park and initiate fees for the Stolley Park Train.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2008/2009 proposed Fee Schedule be modified and the charges incorporated into the 2008/2009 budget.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item G14

#2009-69- Approving Subordination Agreement for 1232 Warren Lane

Staff Contact: Barbara Quandt

Council Agenda Memo

From: Barbara Quandt, Community Development

Council Meeting: March 24, 2009

Subject: Subordination Agreement for 1232 Warren Lane

Item #'s: G-14

Presenter(s): Barbara Quandt, Community Development

Background

The City Of Grand Island has a Deed of Trust filed on property owned by Kristie Lee Peterson (also known as Kristie Lee Pederson) located at 1232 Warren Lane, in the amount of \$15,435.94. On May 15, 2000, Community Development Block Grant funds in the amount of \$15,435.94 were loaned to Kristie Lee Pederson, aka Kristie Lee Peterson, a single person, for down payment assistance for purchase of a home in the Community Development Block Grant program. The legal description is:

Lot Six (6), Houghkirk's Subdivision to the City of Grand Island,
Hall County, Nebraska.

The owner is requesting permission to assume a first mortgage, behind which the City would become the second mortgage.

Discussion

The City's current Deed of Trust is junior in priority to a Deed of Trust to Union Bank and Trust Co. in the amount of \$56,400.00, which has a balance of \$48,000.00. A new lien in the amount of \$64,102.00 with US Bank Home Mortgage (Mortgage Electronic Registration Systems) would replace the senior Deed of Trust. By law, the new Deed of Trust would be junior in priority to the City's lien; however, the new lender, US Bank Home Mortgage, has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The new appraised value of the property is \$89,000.00 and is sufficient to secure the first mortgage of \$64,102.00 and the City's mortgage of \$15,435.94, which has a balance of \$1733.90. The City's loan of \$15,435.94 will be forgiven if the original owner of the property (Kristie Lee Pederson) resides in the house for a period of 10 years from the date the lien was filed which was May 16, 2000. The lien amount decreases 10% per year.

ALTERNATIVES

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

1. Approve the Subordination Agreement
2. Refer the issue to a Committee
3. Postpone the issue to a later date
4. Take no action on the issue

RECOMMENDATION

City Administration recommends that the Council approves the Subordination Agreement with US Bank Home Mortgage, placing the City in the junior position to the new Deed of Trust.

Sample Motion

Move to recommend approval of the Subordination Agreement with US Bank Home Mortgage, placing the City in the junior position to the new Deed of Trust.

SUBORDINATION AGREEMENT

COMES NOW the City of Grand Island, Nebraska, secured party/beneficiary and hereby subordinates its trust deed recorded May 16, 2000 on the following described real estate:

Lot Six (6), Houghkirk's Subdivision, Hall County, Nebraska
a/k/a 1232 Warren Lane

It is the intent of this Agreement that the trust deed for amounts loaned by US Bank Home Mortgage (Mortgage Electronic Registration Systems) to Kristie Lee Peterson, aka Kristie Lee Pederson (Borrower) that has been, or is about to be, filed shall be superior to the trust deed/real estate lien of the City of Grand Island, its successors and assigns recorded May 16, 2000, up to the amount of \$64,102.00 plus interest and amounts advanced to protect the collateral. Thereafter, the City of Grand Island's lien shall have priority. It is further understood that this subordination shall include all current obligations, extensions, renewals, advances or modifications made by the City of Grand Island, Nebraska to Borrower which is secured by the trust deed/real estate lien recorded May 16, 2000 as Document Number 0200003956 in the records of the Register of Deeds of Hall County, Nebraska. Nothing in this Subordination Agreement is intended as a promise to provide financing or make advances to Borrower by the City of Grand Island, Nebraska and it is not the intention of the City of Grand Island, Nebraska to warrant or guarantee the obligations of Borrower but merely to subordinate its lien interests under the instrument recorded at Document Number 0200003956. It is understood that US Bank Home Mortgage (Mortgage Electronic Registration Systems) intends to lend funds to Borrower but that the amount that will be superior to the City of Grand Island's lien is not to exceed \$64,102.00 plus interest and amounts advanced to protect the collateral.

Nothing in this instrument is intended to relieve Borrower of their obligation to make payments to the City of Grand Island, Nebraska or to subordinate any other lien interests including, but not limited to, real estate taxes and special assessments.

Dated: _____

City of Grand Island, Nebraska

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

By _____
Margaret Hornady, Mayor

The foregoing instrument was acknowledged before me on _____,
2009, by Margaret Hornady, Mayor of the City of Grand Island, Nebraska.

Notary Public

SUBSTITUTION OF TRUSTEE

Wesley D. Nespor, attorney at law, is hereby appointed successor trustee under the trust deed executed by Kristie Lee Pederson, a single person, as Trustor, in which the City of Grand Island is named Beneficiary and Charles Cuypers, Attorney, as Trustee, and filed for record May 16, 2000 and recorded as Instrument No. 0200003956 in the office of the Register of Deeds of Hall County, Nebraska. The trust property affected is legally described as follows:

Lot Six (6), Houghkirk's Subdivision in the City Of Grand Island,
Hall County, Nebraska, aka 1232 Warren Lane.

Margaret Hornady, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

On this _____ day of _____, 2009, before me, the undersigned , a General Notary Public, duly commissioned and qualified, personally came Margaret Hornady, Mayor, and acknowledged the execution of this substitution to be his voluntary act and deed on behalf of the Beneficiary.

WITNESS my hand and notary seal the day and year last above written.

Notary Public

RESOLUTION 2009-69

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated May 15, 2000, in the amount of \$15,435.94, secured by property located at 1232 Warren Lane and owned by Kristie Lee Pederson, a single person, said property being described as follows:

Lot Six (6), Houghkirk's Subdivison to the City of Grand Island, NE.,
Hall County, aka 1232 Warren Lane

WHEREAS, Kristie Lee Peterson, aka Kristie Lee Pederson, wishes to execute a Deed of Trust and Note in the amount of \$64,102.00 with U.S. Bank Home Mortgage (Mortgage Electronic Registration Systems) to be secured by the above described real estate conditioned upon the City subordinating its Deed of Trust to their lien priority; and

WHEREAS, the value of the above described real estate is sufficient to adequately secure both loans.

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust from Kristie Lee Pederson, a single person, to the City of Grand Island, as beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2009	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item H1

**Consideration of Petitions Received Concerning Disestablishing
Business Improvement District No. 8**

Staff Contact: Councilmember Larry Carney

Council Agenda Memo

From: Council Member Larry Carney

Meeting: March 24, 2009

Subject: Consideration of Petitions Received Concerning
Disestablishing Business Improvement District No. 8.

Item #'s: H-1

Presenter(s): Council Member Larry Carney

This petition was presented to me by the Grand Island citizens that own property within the boundaries of BID #8. The petition states the desire to disestablish BID #8. The City's legal department has informed me that there is a statutory procedure for disestablishment of a BID. The first step to be taken is to have the City Council vote on whether or not to refer this disestablishment request for a public hearing. A resolution to disestablish the BID, if any, would be voted upon by the City Council at a later time.

Had this petition been presented to the City Council prior to the establishment of BID #8, BID #8 would not have been established in the first place. The petitioners, however, did not have time, or procedural understanding, to make such a presentation. This petition, which contains the signatures of over 50% of the BID property owners. I feel, entitles the signers to a public hearing where their concerns can be heard by the City Council.

I have placed this item on the agenda simply to secure the City Council's vote on whether or not to move this issue forward to a public hearing.

LCarney

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

3

C&S Group

1-15-09



[illegible]

SIGNATURE

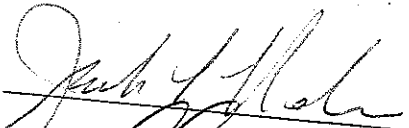

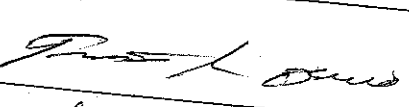


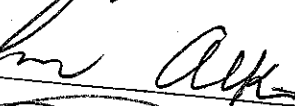
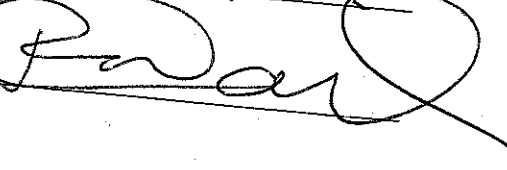
**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

(1)	JACK L NELSON	21 Nov 08	
(1)	Dwight T. Schroeder	25 Nov 08	
(2)	Timothy R O'Neil	12-1-08	
(1)	JIM DUDA	12-16-08	
(1)	Eric Luce	12-29-08	
(1)	Ann Atkins	12-29-08	
(1)	Paul Warshaw	1-31-09	

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

(1)

Tammy Dimeng

11-24-08

Tammy Dimeng

PROPERTY OWNER
(Please Print)

SIGNATURE

[illegible]

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

SIGNATURE

Arthur S. Wetzel

1-26-09

Am. Sept

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

SIGNATURE Thomas M. Farr

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

SIGNATURE

Ruth E. Megard

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

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PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

THOMAS L NIELSEN

12-15-08

Thomas L Nielsen


PROPERTY OWNER
(Please Print) _____

SIGNATURE

(Please Print) Arvut LCA/son

1-29-09

SIGNATURE



[illegible]

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

SIGNATURE

2,000

Celeste K. Johnson

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

SIGNATURE

(1) Elm Street Plaza 12-4-08 Kesha Pfeiffer

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

507

Kevin Davis

11/28/2008

Kevin Davis

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

(1)

Richard A Johnson

12/20/08

Richard A Johnson

Margaret A Johnson

12-20-08

Margaret A. Johnson

[illegible]

SIGNATURE

(Please Print)

(2) John M. Cunningham 1/7/05 John M. Cunningham
CCNY St. Project

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

SIGNATURE

(1) Milton Eastman 10/30/08 _____

PROPERTY OWNER
(Please Print) DOL

~~SIGNATURE~~

Samuel Bolton

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

(1) Jim Berglund	10-23-08	James J. Berglund
(1) Arthur V. Campos	10-30-08	Arthur V. Campos
(1) DAVID J. PARMLEY	11-1-08	David J. Parmley
(1) JOHN W Wayne	11-3-08	John W Wayne
2 Dean Pegg	11-3-08	Dean Pegg
(2) Nickie Kallos Jr	11-6-08	Nickie Kallos Jr
(2) Joseph Brown	11-20-08	Joseph Brown
(1) Hal A. Schager Mayor	11-20-08	Hal A. Schager Mayor
(1) Margo L Schager	11-20-08	Margo L Schager
_____	_____	_____
_____	_____	_____

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

(1)

ROGER McSHAN word

1-7-09

Roger L. McShan

722-724-226

WEST 3RD

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

(1) Business Properties 11/2/08 William J. Longo President

5

PROPERTY OWNER
(Please Print)

SIGNATURE


Jeffrey Benitez

Henry S. G.

3

PROPERTY OWNER
(Please Print)

SIGNATURE

#506(1)	Robert Cieloha	11-25-08	Robert A. Cieloha
401			
(2) 503	Dudley Baxton	11-26-08	

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

(2)	<u>Richard Strehle</u>	<u>10-20-2008</u>	<u>RS Strehle</u>
(5)	<u>Tim C. Plat</u>	<u>10/20/2008</u>	<u>Tim C. Plat</u>
	<u>(Hastings Drain)</u>		
(2)	<u>Ted P. Hoeick</u>	<u>10/20/2008</u>	<u>Ted Hoeick</u>
(1)	<u>WILHELM R GILZOW</u>	<u>10-21-2008</u>	<u>Wilhelm R Gilzow</u>
(2)	<u>Fox Family LLC</u>	<u>10-22-2008</u>	<u>Charles & May Fox</u>
(2)	<u>Charles Fox</u>	<u>10-22-2008</u>	<u>Charles & May Fox</u>
(1)	<u>Judy Arnett</u>	<u>11-15-2008</u>	<u>Judy Arnett</u>
(1)	<u>Donald McQuown</u>	<u>11-15-2008</u>	<u>Donald McQuown</u>
(1)	<u>Robert Cieloha</u>	<u>11-15-2008</u>	<u>Robert Cieloha</u>
(1)	<u>Michael D. Jones</u>	<u>11-15-2008</u>	<u>Michael D Jones</u>

12

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

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PROPERTY OWNER (Please Print)	DATE	SIGNATURE
(1) MSAS INC	10/23/08	Jim Atwood
(1) MSAS INC	10/23/08	Jim Atwood
(1) Jack Hansen	10/23/08	Jack Hansen
(3) Eliseo Calderon	10/23/08	Eliseo Calderon
(1) JACINTO Corona	10/23/08	Jacinto Corona
(1) MONTE C. HACK	10-23-08	Monte C. Hack
(1) RICHARD BRASCH	10/24/08	Richard Brasch
(1) David STAROSTKA	10/28/08	David Starostka
(1) Masonic Templecraft Assoc by Wayne E. Vian pres.	10/30/08	Wayne E. Vian
(1) MSquare Designs INC LINDA A. MENDRE	11/5/08	Linda A. Mendre

PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8

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PROPERTY OWNER
(Please Print)

DATE _____

~~SIGNATURE~~

(17)	Janelle Brown	10/17/08	Janelle Brown
(17)	Linda Hoffer	10/22/08	Linda Hoffer
(1)	La Galen E. Gerdes	10/23/08	Galen E. Gerdes

PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8


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PROPERTY OWNER
(Please Print)

DATE _____

SIGNATURE

(1) MARLYN J. MILLER 11/14-08 Marlyn J. Miller

(1) Tomas Mateo Pedro 11-24-08 

[illegible]

17

PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

① Linda Valenzuela	10-16-08	Linda Valenzuela
② Larry E Royle Clifford Frymire	10-16-08	Larry E Royle
① Clifford Frymire	10-17-08	Clifford Frymire
(3) X	10/17/08	Filmon Sanchez
(2) Gus G Katrouzos	10/17/08	Gus G Katrouzos
(2) Two BROTHERS INC	10-17-2008	Norberto Nolasco
(1) Rosales Monzon	10-17-2008	Carlos A Rosales
(1) Vincent A Moreno	10-20-2008	Vincent A. Moreno
② Michael O. Wooden	10/20/08	Michael O. Wooden
(1) Pedro F. RIVERA	10-31-08	Pedro F. Rivera
(1) SILVIA PEREZ	10-31-08	Silvia Perez

17 total

Attachment III

13

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

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PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

Artquest III

10/30/08

James Arter
General Partner

as owner of:

123 N. Locust, #

001, 002, 402, 403,

405, 502, 505, 601

602, 605, 801, 702

The Arter Group Ltd
formerly

Develco Investment Corp. 10/30/08

123 N Locust # 301

James E. Arter
president

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

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PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

(1) Bens

DAVID GILROY

10-20-2008

David Gilroy

Mark Lobeda

10-20-2008

Mark Lobeda

Edward
Audio

EDWARD ROBERT 10-20-08

Edward Robert

(1)

Ronald E Trampe

10-20-08

Ronald E Trampe

(2)

Ron Trampe DOAX INVESTMENTS

RONALD B ALEXANDER 10-20-08

Ronald B. Alexander

(1)

Wendy L. Alexander

10/20/08

Wendy L. Alexander

(1)

Richard F For

10/20/08

Richard F For

(1)

J. Gary Vejvoda

10/22/08

J Gary Vejvoda

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

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PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

GREG EMERY
115 W. KOENIG
506 HOLCOMBST. RES.

1-19-09



The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

[illegible]

[illegible]

SIGNATURE

Victor J. Chan

2

12

SIGNATURE

(1) Margoth Carpio 12-16-08 Margoth Carpio

[illegible]

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

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PROPERTY OWNER
(Please Print)

DATE _____

SIGNATURE

(1) Janet L Placke Dec 20-2008 Janet L Placke
(1) Donald J. Placke Dec 20-2008 Donald J. Placke

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

SIGNATURE

Kellogg

**PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8**

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PROPERTY OWNER
(Please Print)

DATE

SIGNATURE

217 William L. Zins

1/5/09

William L. Zins

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

SIGNATURE

Linda L. Close

The undersigned owner of property within Business Improvement District No. 8, in the City of Grand Island, Hall County, Nebraska, hereby requests the Grand Island City Council to pass a resolution of intention to disestablish the district. The undersigned further requests the City Council, after hearing, to pass an ordinance disestablishing the district as authorized pursuant to Section 19-4035 R.R.S. Neb.

SIGNATURE

Q. 2 (2)



Wipe & Kissler

[illegible]

PETITION TO DISESTABLISH BUSINESS
IMPROVEMENT DISTRICT NO. 8

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PROPERTY OWNER
(Please Print)

DATE _____

SIGNATURE

EVERETT A. EVNEN 12/14/08

12/14/08

Everett Lee

ELAINE S. EVNEN

12/14/08

Clara L. Evner

[illegible]



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item I1

#2009-70- Consideration of Request from Balz, Inc. dba Balz Sports Bar, 3421 West State Street for Catering Designation to Class C-39140 Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2009-70

WHEREAS, an application was filed by Balz, Inc. doing business as Balz Sports Bar, 3421 West State Street for a Catering Designation to Class "C-39140" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 14, 2009; such publication cost being \$; and

WHEREAS, a public hearing was held on March 24, 2009, for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2009	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item I2

#2009-71- Consideration of Request from Balz Banquet and Reception Hall, Inc. dba Balz Banquet and Reception Hall, 211 North Sycamore Street for an Addition to Class “C-82906” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2009-71

WHEREAS, an application was filed by Balz Banquet and Reception Hall, Inc., doing business as Balz Banquet and Reception Hall, 211 north Sycamore Street for an addition to their Class "C-82906" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 14, 2009; such publication cost being \$; and

WHEREAS, a public hearing was held on March 24, 2009, for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 20, 2009	☐ City Attorney



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item J1

**Approving Payment of Claims for the Period of March 11, 2009
through March 24, 2009**

The Claims for the period of March 11, 2009 through March 24, 2009 for a total amount of \$4,438,287.09. A MOTION is in order.

Staff Contact: David Springer



City of Grand Island

Tuesday, March 24, 2009

Council Session

Item X1

Update Concerning IBEW Union Negotiations and IAFF Litigation

The City Council may vote to go into Executive Session as required by State law to discuss IBEW Union negotiations and IAFF litigation.

Staff Contact: Brenda Sutherland