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# City of Grand Island



**Tuesday, March 23, 2010**

## **Council Session Packet**

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### **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**

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**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.

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## **Pledge of Allegiance**

## **Roll Call**

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### **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.

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### **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.

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### **MAYOR COMMUNICATION**

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

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# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item E1

**Public Hearing on Request from Balz Banquet and Reception Hall  
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 23, 2010

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

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

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Balz Banquet and Reception Hall dba Balz Banquet and Reception Hall, 211 North Sycamore Street has submitted an application for an addition to their Class “C-82906” Liquor License. The request includes the entire two story building – first floor approximately 145’ x 110’ which includes the banquet hall, foyer areas, office, elevator and stairs and the basement approximately 71’ x 52’ including a beer garden to the south. (See attached drawings.)

## **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, Building, Fire, and Health Departments.

## **Alternatives**

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

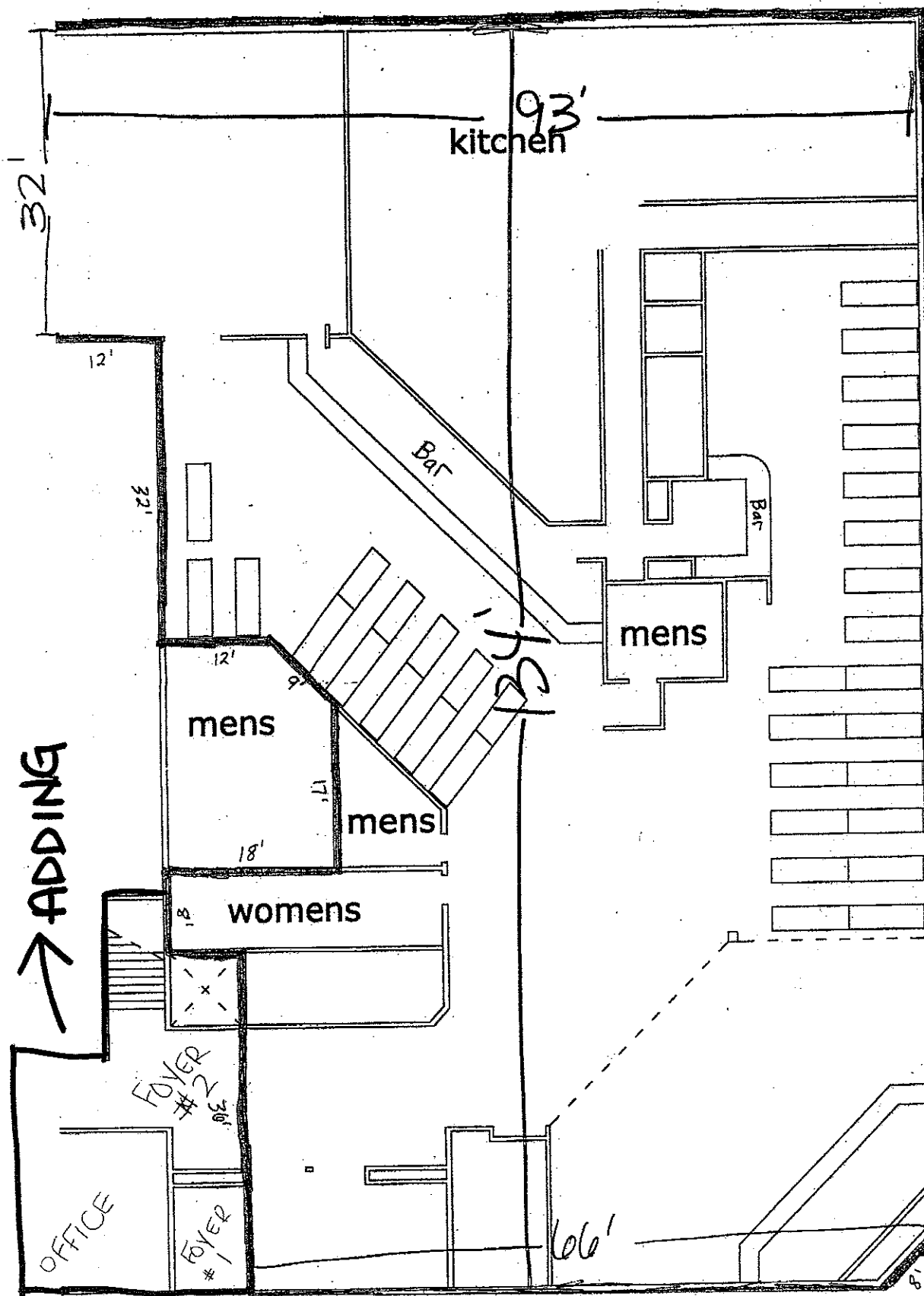
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

### **Recommendation**

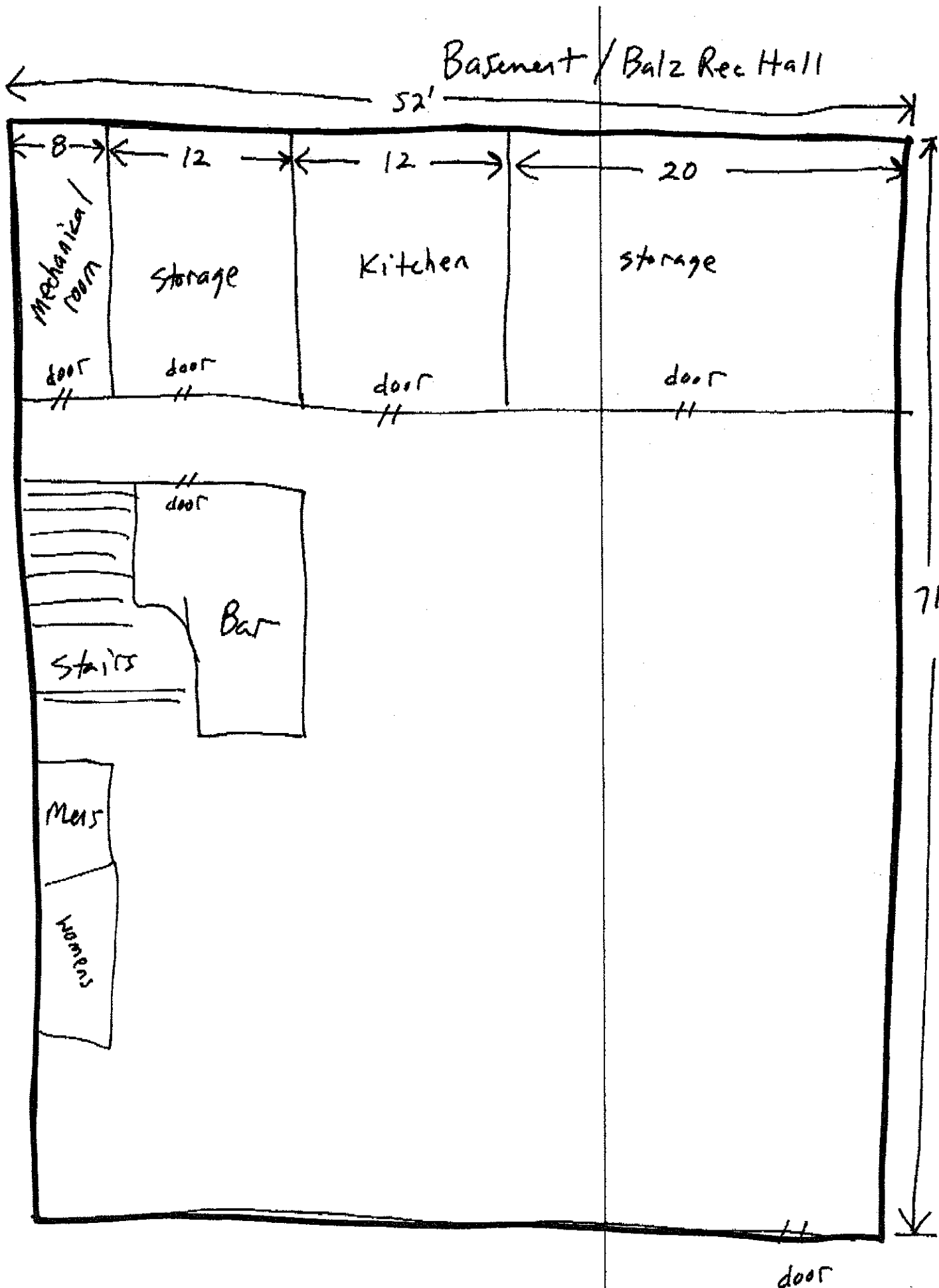
Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application.

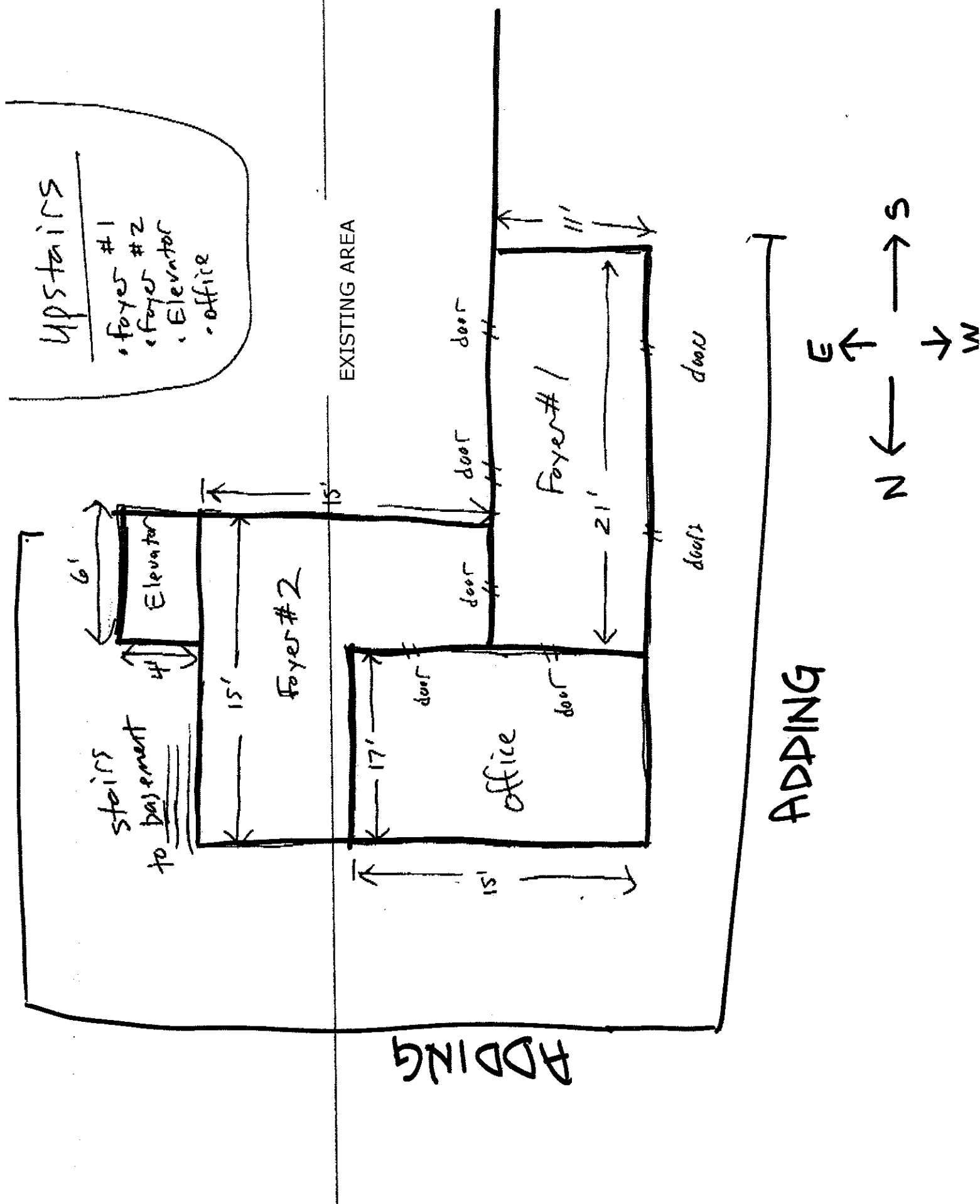
### **Sample Motion**

Move to approve the application for an addition to Balz Banquet and Reception Hall, 211 North Sycamore Street Liquor License "C-82906".



BANQUET HALL  
"EXISTING AREA"









# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item E2**

**Public Hearing on Request from Alpha Center, LLC dba Alpha  
Center Receptions & Banquets, 520 West 3rd Street for a Class “I”  
Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** March 23, 2010

**Subject:** Public Hearing on Request from Alpha Center, LLC dba Alpha Center Receptions & Banquets, 520 West 3rd Street for a Class “I” Liquor License

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

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

### **Declared Legislative Intent**

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
- (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
- (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

## **Discussion**

Alpha Center, LLC dba Alpha Center Receptions & Banquets, 520 West 3rd Street has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on sale only inside the corporate limits of the city.

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, Health, and Police Departments.

Also included with this application is a Manager Designation request from Nellie Ries, 3736 South Locust Street.

### **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 this application.

### **Sample Motion**

Move to approve the application for Alpha Center, LLC dba Alpha Center Receptions & Banquets, 520 West 3rd Street for a Class 'T' Liquor License contingent upon final inspections and Liquor Manager request from Nellie Ries, 3736 South Locust Street contingent upon Ms. Ries completing a state approved alcohol server/seller training program.



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item E3

**Public Hearing on Annexation Request of a Tract of Land Being  
Platted as Shady Bend Subdivision and Adjacent Right of Way  
Located South of U.S. Highway 30 and West of the New Shady  
Bend Road**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** March 23, 2010

**Subject:** Public Hearing, Ordinance (First Reading) Annexation (C-10-2010GI)

**Item #'s:** E-3 & F-1

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

## **Background**

Annexation of land, located at 3609 E US Hwy 30 and 803 N Shady Bend Rd., into the Grand Island City Limits see the attached map. The owner of this property has submitted Shady Bend Subdivision as an addition to the City of Grand Island and by doing so asked Council to consider annexation of this property.

## **Discussion**

On March 3, 2010 the Hall County Regional Planning Commission held a public hearing before considering this matter.

O'Neill opened the Public Hearing.

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

Nabity explained this property is contiguous with the Grand Island City Limits. The owners have requested that Shady Bend Subdivision be approved as an addition to the City.

These properties are within the Grand Island Utilities Electrical Service District. These properties are all within the Cedar Hollow/Northwest School District. These annexations will not impact the two-mile extraterritorial jurisdiction of Grand Island.

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

At the City Council Meeting on March 9, 2010 the City Council passed a resolution to set this public hearing, announce their intent to annex this property and approved the annexation plan.

### **Alternatives**

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

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

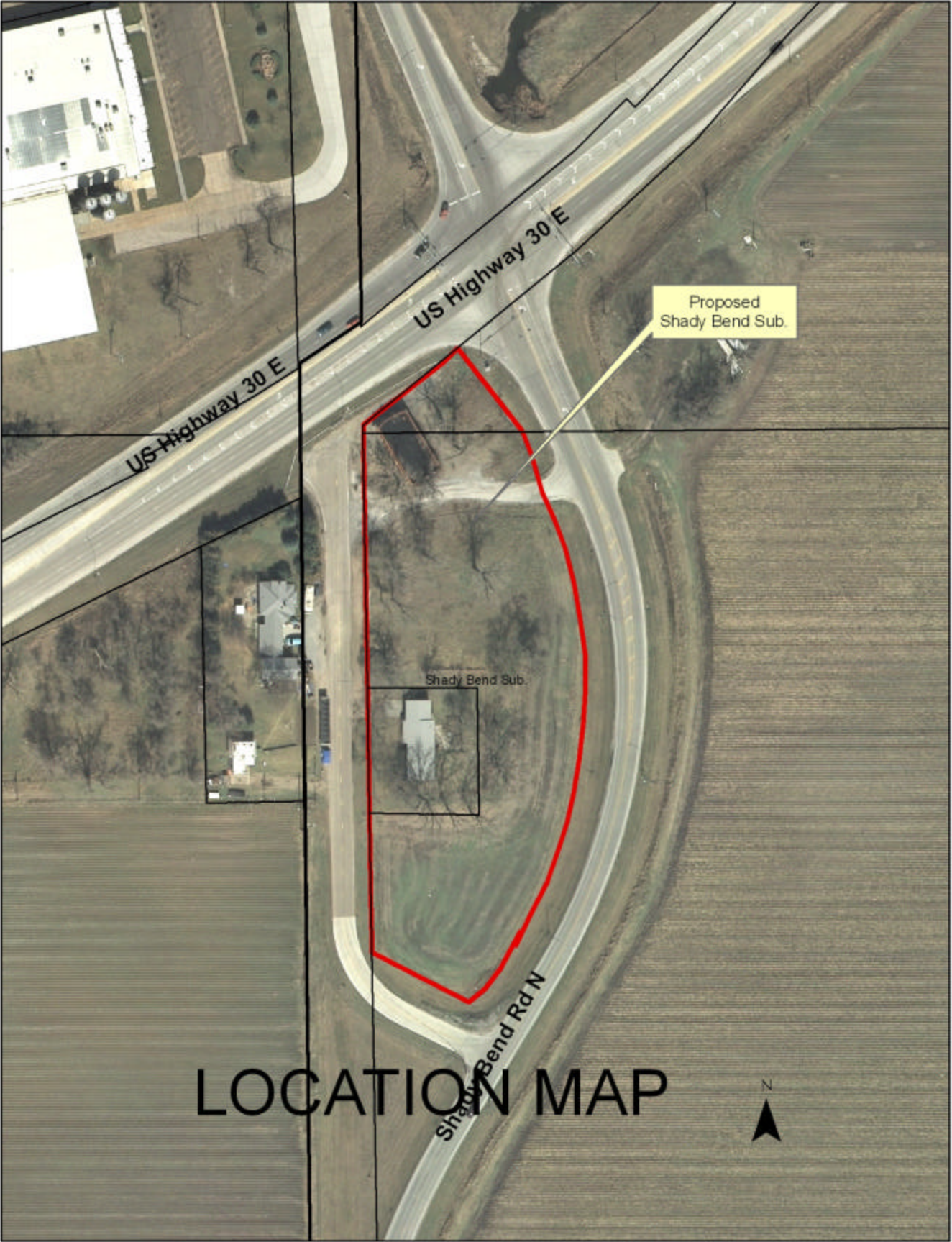
### **Recommendation**

A motion was made by Haskins to approve the annexation request and seconded by Eriksen.

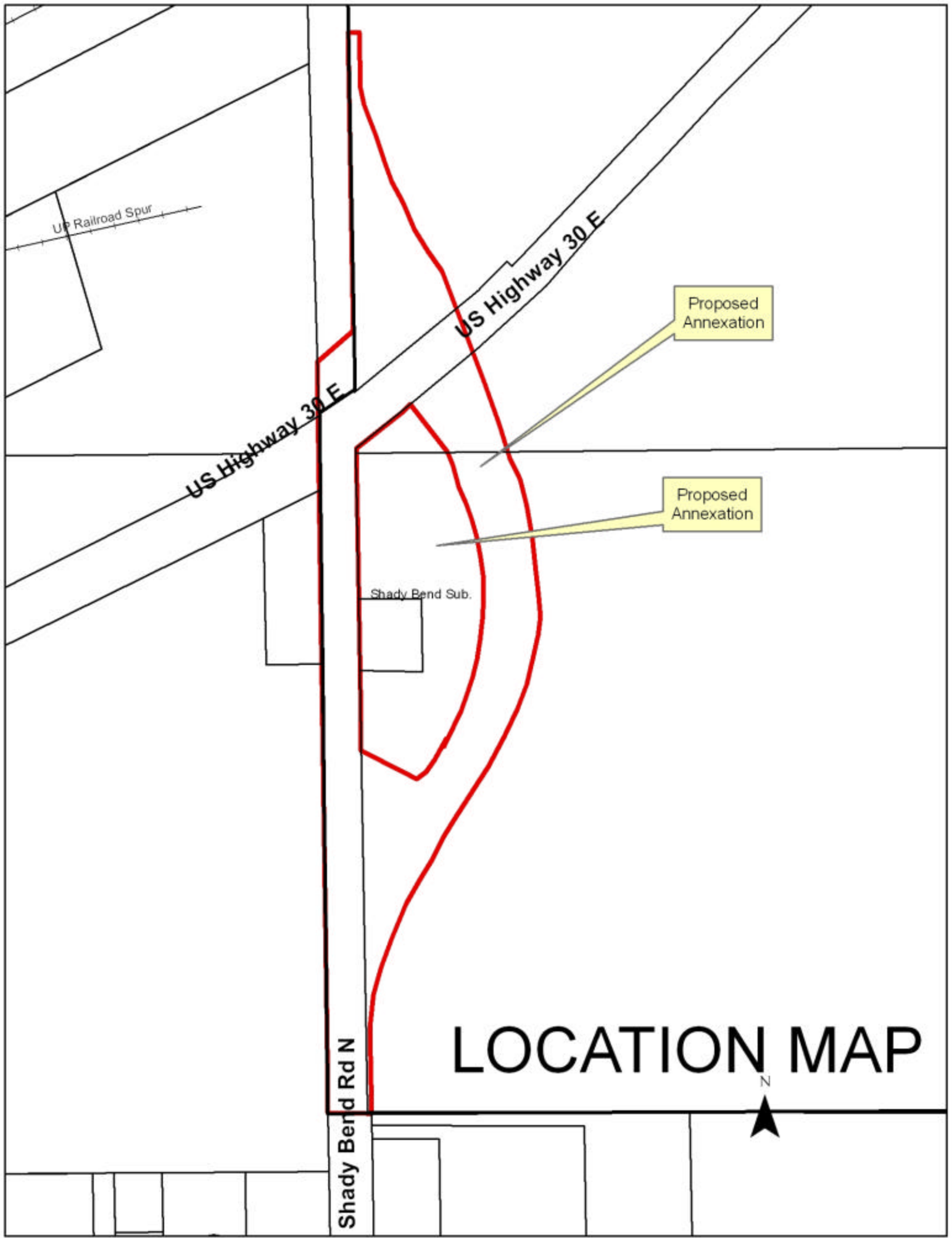
A roll call vote was taken and the motion passed with 8 members present (Amick, O'Neill, Ruge, Eriksen, Haskins, Bredthauer, Snodgrass, Connelly) all voting in favor.

### **Sample Motion**

Approve the annexation as Submitted.



LOCATION MAP



Proposed  
Annexation

Proposed  
Annexation

Shady Bend Sub.

LOCATION MAP

N

Shady Bend Rd N

US Highway 30 E

US Highway 30 E

UP Railroad Spur





# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item E4**

**Public Hearing on Zoning Change for Land Located East of Stuhr Road between Seedling Mile Road and Swift Road from M1 – Light Manufacturing to M2 – Heavy Manufacturing**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** March 23, 2010

**Subject:** Rezone Request for 435 Stuhr Road., from M1- Light Manufacturing to M2 – Heavy Manufacturing. (C-11-2010GI)

**Item #'s:** E-4 & F-2

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

## **Background**

Concerning rezone of 435 Stuhr Road., approximately 80 acres of land east of the Stuhr Road between Swift Road and Seedling Mile Road, from M1 - Light Manufacturing to M2 - Heavy Manufacturing JBS Swift has purchased this property and plans to expand their current operation in the area to this property beginning with the construction of a 2500 spot employee parking lot.

## **Discussion**

At the regular meeting of the Regional Planning Commission, held March 3, 2010 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained this request to rezone approximately 80 acres of land east of the Stuhr Road between Swift Road and Seedling Mile Road from M1 Light Manufacturing to M2 Heavy Manufacturing. JBS Swift has purchased this property and plans to expand their current operation in the area to this property beginning with the construction of a 2500 spot employee parking lot.

Ron Miller, 704 S Cherry, Grand Island, NE, spoke against the rezoning request. Miller stated he lives southwest of the Swift plant. He urged the Commission to not allow JBS to expand in any way until it gets rid of its odor issues that have plagued the city for 25 years. Miller stated it's an "ungodly gagging smell that makes you sick". The odor comes through closed doors and windows in the wintertime and requires constant running of air-conditioner in the summer because it's too smelly to open the windows or spend any time

outside. Miller stated by JBS relocating their parking lot would allow JBS to expand the plant into the old parking lot.

Amick asked about the future plans were for the historical house located on the property and hoped JBS would preserve the old house and work with the Historical Society to move the house versus tearing it down.

O'Neill commented that Swift was a terrible neighbor, he commented they routinely spill waste from the plant on the road and continues to lie about what it has done, and finds it's easier and cheaper to pay fines for sloppy operations rather than doing things right.

O'Neill asked City Council liaison to let the rest of the Council know of his dissatisfaction of the way JBS has handled things. O'Neill also stated that he would be voting in favor of the request to rezone because it is consistent with the Comprehensive Plan and an appropriate use of the property even if there are other issues with the plant.

O'Neill closed the Public Hearing.

### **Alternatives**

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

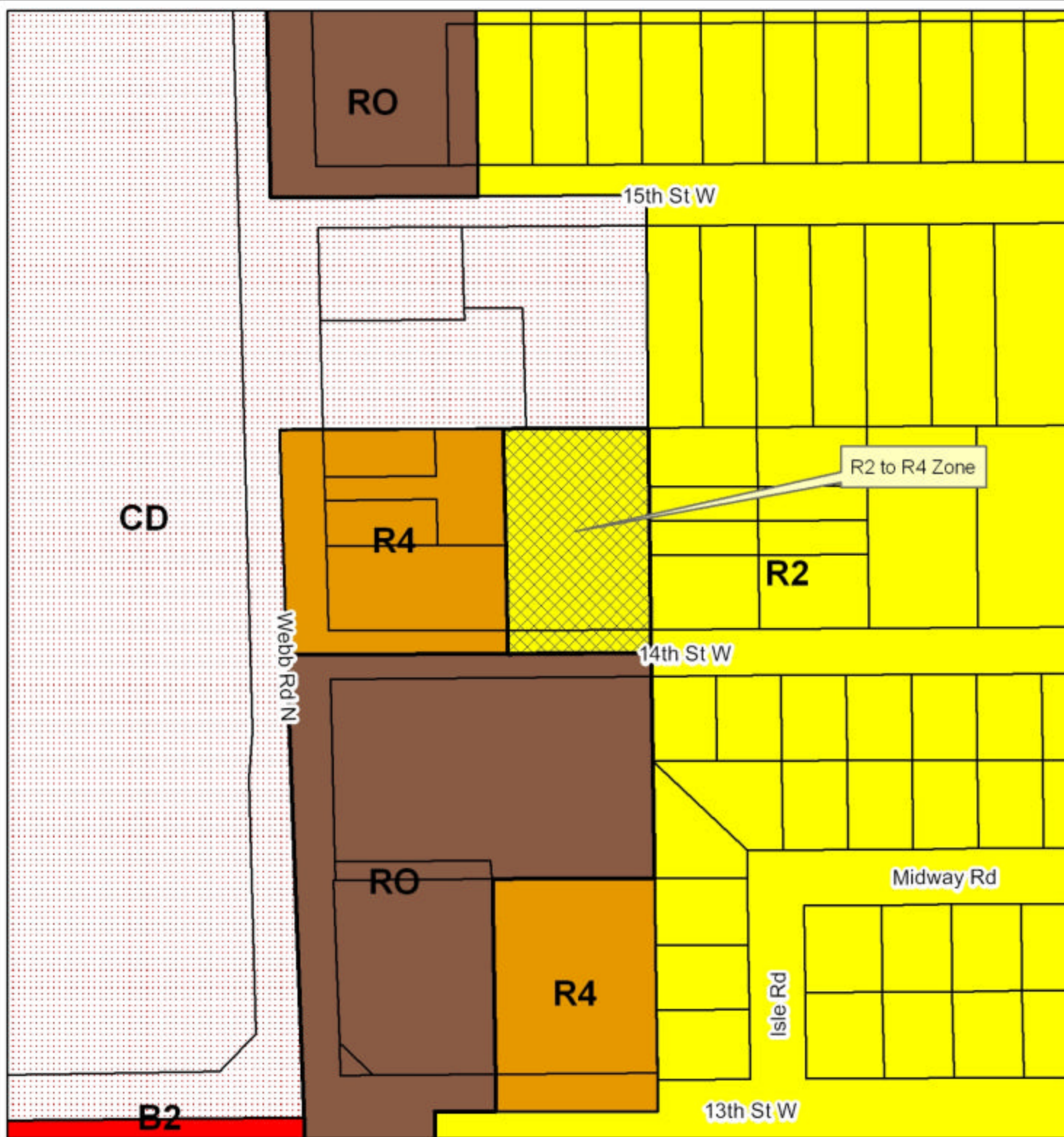
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

### **Recommendation**

A motion was made by Ruge, seconded by Haskins to approve the rezone request of 435 Stuhr Rd., from M1 - Light Manufacturing to M2 – Heavy Manufacturing, as presented. A roll call vote was taken and the motion passed with 7 members present voting in favor, (O'Neill, Ruge, Eriksen, Haskins, Bredthauer, Connelly, Snodgrass) and one member voting against (Amick).

### **Sample Motion**

Approve the rezone request for 435 Stuhr Road.



# Requested Zoning



Scale : NONE  
C-19-2009GI



- From R2 : Low Density Residential Zone
- to R4 : High Density Residential Zone



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COUNTY, ISLAND RECORD, PUBLIC RECORD AND THE OFFICE OF  
PUBLIC DATA AND DOCUMENTS, ORANGE COUNTY, FLORIDA

## Agenda Item # 5

### PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

February 15, 2010

**SUBJECT:** *Zoning Change (C-11-2010GI)*

**PROPOSAL:** To rezone approximately 80 acres of land east of the Stuhr Road between Swift Road and Seedling Mile Road from M1 Light Manufacturing to M2 Heavy Manufacturing. JBS Swift has purchased this property and plans to expand their current operation in the area to this property beginning with the construction of a 2500 spot employee parking lot.

#### OVERVIEW:

##### Site Analysis

*Current zoning designation:*

**M1**– Light Manufacturing

*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  
Designated for manufacturing and mixed use manufacturing

*Comprehensive Plan Designation:*

*Existing land uses.*

Sod Farm, Single Family House

*Proposed Zoning Designation*

**M2** –Heavy Manufacturing - A wide variety of warehousing, storage, manufacturing and industrial uses and no residential uses. Minimum lot size of 6000 square feet with 65% coverage.

##### Adjacent Properties Analysis

*Current zoning designations:*

**North: B2-** General Business

**South, and West: M2-** Heavy Manufacturing

**East: M1-**Light Manufacturing Estates and **R3** – Medium Density Residential Zone

*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%  
**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. **M2** –Heavy Manufacturing - A wide variety of warehousing, storage, manufacturing and industrial uses and no residential uses. Minimum lot size of 6000 square feet with 65% coverage. **R3** — Medium Density Residential, Residential uses at a density of 14 to

*Comprehensive Plan Designation:* 15 dwelling units per acre with 50% coverage, non-profit uses, recreational uses and agricultural uses.  
**North:** Designated for mixed use manufacturing.  
**East:** Designated for low to medium density residential, and manufacturing  
**South:** Designated for Manufacturing  
**West:** Designated for Manufacturing

*Existing land uses:* **North:** Residential and Highway Commercial  
**South:** Outfall Ditch and JBS Swift  
**East:** Large Lot Residential and Farm Ground  
**West:** Farm Ground and Trucking Company

## **EVALUATION:**

### **Positive Implications:**

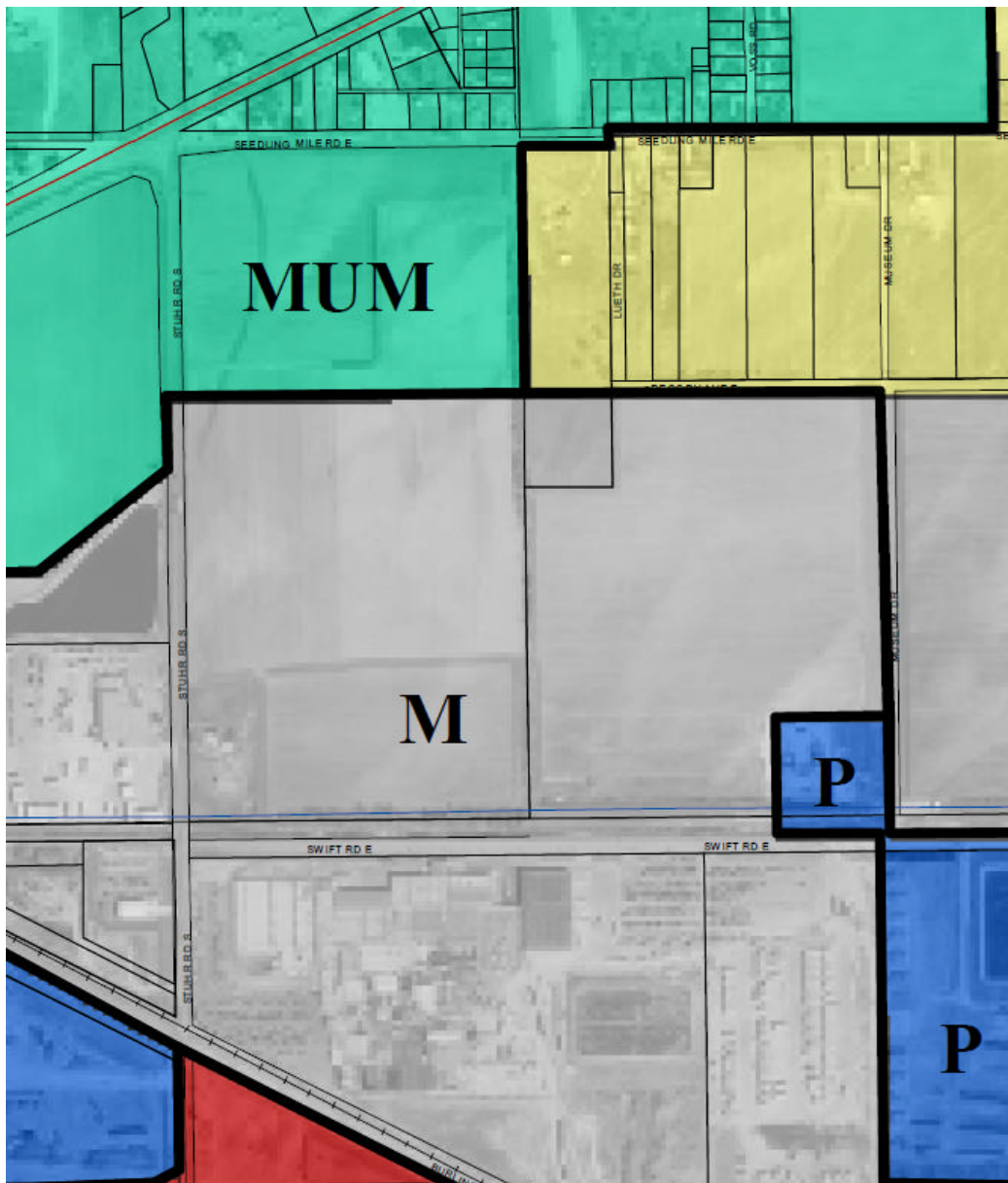
- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated mostly for manufacturing uses (typically M1 or M2).
- *Accessible to Existing Municipal Infrastructure:* City water and sewer services are available.
- *Would provide additional manufacturing property:* This would provide for more manufacturing oriented property in an area already heavily populated with heavy manufacturing. The proposed use would support the existing manufacturing uses.
- *Adjacent to existing manufacturing:* The existing uses in the area are already largely manufacturing.
- *Good access to transportation systems:* This site has good access to Stuhr Road and U.S. Highway 30

### Negative Implications:

- *Increased Traffic:* Development of this property may change the traffic patterns on Stuhr Road. This is likely to happen with or without this rezoning however. The current M1 zoning would allow a number of uses that could impact the traffic patterns.

### Other Considerations

The property is already intended for 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 M1- Light Manufacturing to M2-Heavy Manufacturing as requested and shown on the attached map.

\_\_\_\_\_ Chad Nabity AICP, Planning Director





# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item E5**

**Public Hearing on Text Amendment to Chapter 36 of the Grand Island City Code Relative to Light Manufacturing, Heavy Manufacturing – Appendix A, and Landscaping Regulations**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** March 23, 2010

**Subject:** Amendments to be Considered Pertaining to §36-72 Light Manufacturing and §36-73 Heavy Manufacturing and Appendix A to Allow a Parking Lot as Permitted Principal Use in these Districts (C-12-2010GI)

**Item #'s:** E-5 & F-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 to Sections 36-72 Light Manufacturing and 36-73 Heavy Manufacturing and Appendix A to allow a parking lot as a permitted principal use in these districts; and proposed amendments to 36.102 Landscaping Regulations including landscaping along federal and state funded highways and landscaping for parking lots with more than 500 spaces.*

## **Discussion**

At the regular meeting of the Regional Planning Commission, held March 3, 2010, the above item was considered following a public hearing.

From the Planning Commission Meeting:

O'Neill opened the Public Hearing.

Nabity explained the request concerning amendments to the Zoning Ordinance for the City of Grand Island and its 2 mile extra-territorial jurisdiction. Amendments to be considered pertain to Sections 36-72 Light Manufacturing and 36-73 Heavy Manufacturing and Appendix A to allow a parking lot as a permitted principal use in these districts; and proposed amendments to 36.102 Landscaping Regulations including landscaping along federal and state funded highways and landscaping for parking lots with more than 500 spaces.

The changes proposed as attached were suggested by City of Grand Island Staff and/or requested by JBS Swift. JBS Swift specifically requested changes to the M2 zoning district to allow parking lots as a principal use and amendments to the landscaping regulations to make special provisions for large parking lots (more than 500 spaces that incorporate rain basins into the design of the parking lot. City staff has suggested adding parking lots as a permitted use in the M1 Light Manufacturing zone; amending Appendix A the Land Use Matrix to include parking lots and the zones they are allowed in; and removing the requirement for a 30 foot landscaping buffer along federal and state funded highways.

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

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

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

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

(7) Parking Lot

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

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

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

(C) Permitted Accessory Uses:

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

(D) Specifically Excluded Uses:

- (1) Any residential use
- (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)
<b>Permitted Uses</b>	20,000	100	35 <sup>1</sup>	20	10	10	50%	50
<b>Conditional Uses</b>	20,000	100	35 <sup>1</sup>	20	10	10	50%	50

<sup>1</sup>with 15 feet adjacent to a street landscaped to satisfaction of the zoning official.

(F) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Landscaping shall be provided and maintained by the owner or developer within the 15 feet adjacent to a street; landscaping shall include but is not limited to, screen planting, lawn area, trees, shrubs, fences and walls; all landscaping shall be planned and maintained to the satisfaction of the zoning official.
- (3) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

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

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

(A) Permitted Principal Uses:

- (1) Administrative, executive, professional, research and similar office use having limited contact with the public
- (2) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (3) Agriculture, including the raising of field crops, tree and bush crops, animals and fowl, but not including feed lots, poultry farms, and fur farms
- (4) Concrete or cement products manufacturing and batching plant
- (5) Contractors storage yard or plant
- (6) Gravel, sand or dirt removal, stockpiling, processing or distribution, and batching plant
- (7) Manufacture, processing, assembly, fabrication and/or storage of non-hazardous products and materials
- (8) Mortuaries, funeral homes, and funeral chapels
- (9) Parking Lot**
- (10) Office and office buildings for professional and personal services as found in the Zoning Matrix [Attachment A hereto]
- (11) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery
- (12) Radio and television stations, private clubs and meeting halls
- (13) Railway right-of-way, including yards and facilities

(14) 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]

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

(16) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises

(17) Truck terminal, tractor, trailer, or truck storage, including maintenance facilities

(18) 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

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

(20) 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, and 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

(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

(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 <sup>1</sup>	0 <sup>2</sup>	10	65%	-
Conditional Uses	6,000	50	10	0 <sup>1</sup>	0 <sup>2</sup>	10	65%	-

<sup>1</sup> None when bounded by an alley, otherwise 10 feet

<sup>2</sup> 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.

**§36-102. Landscaping Requirements**

(A) Purpose: The landscaping and screening regulations are intended to improve the physical appearance of the community; to improve the environmental performance of new development by contributing to the abatement of heat, noise, glare, wind and dust; to promote natural percolation of storm water and improvement of air quality; to buffer potentially incompatible uses from one another; and, to protect and enhance the value of property and neighborhoods within the city.

(B) Applicability:

(1) The provisions of this section shall apply to the following zones: Medium Density Residential Zone, High Density Residential Zone, Residential Office Zone, Light Business Zone, General Business Zone, Arterial Commercial Overlay Zone, Heavy Business Zone, Industrial Estates Zone, Light Manufacturing Zone, Heavy Manufacturing Zone, Commercial Development Zone, Residential Development Zone and Travel Development Zone. Landscaping of lands within districts such as the Central Business District and Fourth Street Business District, as defined in this code, shall be subject to Streetscape Improvement Projects where applicable. In the absence of such projects, the provisions of this section shall apply.

(2) The provisions of this section shall apply to all new development, including surface parking, on each lot or site upon application for a building permit, except as follows:

- (a) Reconstruction or replacement of a lawfully existing use or structure.
- (b) Remodeling, rehabilitation or improvements to existing uses or structures which do not substantially change the location or building footprint of existing structures, or the location and design of parking facilities or other site improvements. However, additions or enlargements of existing uses or structures,

which increase floor area or impervious coverage, shall be subject to the provisions of this section, which shall only apply to that portion of the lot or site where the new development or use occurs.

(c) Residential structures containing three dwelling units or less shall be exempt from the requirements of this section.

(3) Landscaping which exists on any property shall not be altered or reduced below the minimum requirements of this section, unless suitable substitutions are made which meet the requirements of this section, pursuant to a site plan approved by the city.

(4) Any conflict between this section and another section of this chapter shall be resolved in favor of the more restrictive provision.

(C) Nonconforming Status: Any property or use of property, which as of August 1, 2004 or any amendment hereto is lawfully nonconforming only as to the regulations relating to landscaping, may be continued in the same manner as if the landscaping were conforming.

(D) Definitions: The following definitions shall be used for terms contained within this section:

Buffer yard: A landscaped area provided to separate and significantly obstruct the view of two adjacent land uses or properties from one another.

Canopy tree: A deciduous tree having a minimum mature height of 30 feet and a minimum caliper of 1 inch at the time of planting. One canopy tree equals two understory/ornamental or evergreen trees.

Evergreen tree: An evergreen or conifer tree having a minimum mature height of 20 feet and a minimum 2 gallon container size or bare root/ball equivalent at the time of planting.

Landscaped area: That area within the boundaries of a given lot consisting primarily of plant material, including but not limited to grass, trees, shrubs, flowers, vines, groundcover and other organic plant materials (this does not include plant materials typically used as a cash crop). Tall varieties of native and ornamental grasses may be planted and left in their natural state in selective and limited locations, deemed appropriate by the city. Inorganic materials such as brick, stones, aggregate, ponds or fountains may be used within landscaped areas, provided that such materials comprise no more than 35 percent of the required landscaped area. Flat concrete or asphalt, other than walkways five feet or less in width, may not be used within a required landscaped area.

Minimum equivalent street landscaping: The minimum landscaped area which must be provided in a street yard, expressed as a percent of the total area contained within that street yard.

Shrub: A deciduous or evergreen plant having a minimum height of 18 inches at the time of planting, with a maximum mature height of less than 10 feet.

Street yard:

(1) The area of a lot or parcel which lies between any street property line and the fronting walls of any building or buildings on the parcel. The street yard shall follow all irregularities or indentations in the front wall of the building, excluding minor projections or indentations such as steps or unenclosed porches. For the purposes of defining the street yard area, the front wall shall be extended from the

outermost corners of the building, parallel with the fronting street, until intersecting with the side property line [see Attachment B hereto]. Street yard depth shall not exceed 100 feet for the purposes of calculating the minimum equivalent street landscaping area requirement.

(2) On lots or parcels with multiple buildings, the street yard area shall be defined by all building front walls having direct, visual frontage onto the street. Any space between buildings equal to 15 percent of the length of such frontage, but in no case more than 100 feet, shall be considered an extension of the continuous building front wall for the purpose of delineating the street yard.

*Understory/ornamental tree:* A flowering or non-flowering deciduous tree having a maximum mature height of 30 feet and a minimum caliper of 2 inch at the time of planting.

(E) Street Yard Landscaping Standards:

(1) Street yard landscaping shall be provided adjacent to each street property line and within street yards, as set forth below, in accordance with an approved site landscaping plan.

(2) Minimum equivalent street landscaping area:

(Minimum Equivalent Street Landscaping Area)		
Zoning District	Percent of Street Yard (%)	Minimum Landscaping Depth of Street Yard *** (ft.)
R3	65	20
R4	60	10
RO	30	10
B1	25	10
B2	20*	10*
AC	20	20*
B3	20	10*
ME	20	20
M1	20	20
M2	20	10
M3	20	10
TD	30	30
CD	**	30
RD	**	10 or 30
*Unless otherwise established in an approved Streetscape Improvement Project.		
**As determined by approved plan		
*** 30 feet for lots in RO, B1, B2, AC, B3, CD, TD, ME, M1, M2 and M3 zone adjacent to state or federal highway.		

(3) When a lot contains more than one street frontage, the area of all street yards and the proposed street yard landscaped areas may be combined for the purposes of determining compliance with this section.

(4) Any required street yard landscaping shall include the following minimum shrub and tree plantings (or an appropriate equivalent as determined by the city) for every 100 feet (any fraction of .5 or less rounded to the next lowest number; any fraction exceeding .5 rounded to the next highest number) of property line adjacent to a public street right-of-way: 1 canopy tree; 1 understory/ornamental or evergreen tree; 3 shrubs. Existing trees or shrubs approved for preservation shall be counted toward satisfaction of this provision.



(F) Buffer Yard and Parking Landscaping Screening Standards:

- (1) Buffer yard landscaping shall be installed and maintained adjacent to the affected common side or rear property line(s), when a use is established in a more intensive zoning district located adjacent to a less intensive zoning district, as set forth below:

More Intensive Zoning District	Required Buffer Yard Width (ft.)*	Less Intensive Zoning District
RO, B1, B2, AC, B3, CD, TD	10	TA, LLR, R1, R2, R3, R4, RD
ME, M1, M2, M3	20	TA, LLR, R1, R2, R3, R4, RO, RD, CD, TD, B1, B2, B2, AC, B3
*When an alley, street or railroad R.O.W. separates adjacent districts requiring a buffer yard, the buffer yard width shall be halved.		

(2) Buffer yard landscaping is intended to provide screening of loading docks, refuse collection points, truck/equipment parking, sources of noise, glare, light, dust, or other negative impacts. Buffer yard landscaping shall include hedges or screens of evergreen or approved deciduous plant material, capable of providing a substantial opaque barrier, and attaining a minimum height of 6 feet within three years of planting. Opaque fencing may also supplement the vegetative plantings, but shall be installed no closer to the property line than the width of the required buffer yard.

(3) Buffer yard landscaping and parking landscaping screening strips shall not be placed on an easement.

(4) A parking landscaping screening strip, having a **Minimum Landscaping Depth of Street Yard as identified above** ~~width of 6 feet~~, shall be installed along any parking area adjacent to a public street right-of-way. No parking area shall contain more than 100 spaces **except as allowed within these regulations**. If a greater number of parking spaces is required, separate parking areas shall be provided, and shall be separated from other parking areas by landscaped dividing strips, having a minimum width of 6 feet. These strips shall include trees, shrubs, grasses and other vegetative coverings for a creative aesthetic appearance. A parking landscaping screening strip shall also count towards meeting any requirements associated with minimum equivalent street or buffer yard landscaping.

**Alternate plans for parking lots with more than 500 spaces may submitted for approval by a committee comprised of the Planning Director, Building Department Director and Public Works Director with recommendations from other appropriate city staff. The Committee shall establish criteria for the review and approval of larger parking lots based on but not limited to the following areas of concern: overall area and types of landscaping provided shall not be less than would be required under the conventional regulations, provision for storm water management and filtering using best available practices, provisions for adequate lighting, fire protection and security throughout the lot, provisions for pedestrian access through and around the lot, and provisions for pedestrian access to the site requiring said parking lot.**

(5) A development may continue to comply with the buffer yard landscaping requirements in effect at the time of issuance of its initial building permit, regardless of whether an adjacent lot or property is rezoned to a less restrictive zoning district which requires additional buffer yard landscaping.

(G) Site Plan Requirements:

(1) A site plan showing the required street yard, buffer yard and/or parking screening landscaping shall be submitted to the city for review and approval as part of the application for a building permit. The plan shall include, but not be limited to the following:

- (a) Location of proposed landscaping drawn to scale.
- (b) Location, size, type and condition of proposed plant and non-plant landscaping materials including fences, walks, ponds, fountains, benches, lighting and irrigation systems.
- (c) Estimated date of completion of the installation of all plantings and finishing materials.

(H) Installation and Maintenance Requirements:

(1) Required landscaping areas shall be installed and maintained in a neat, clean, orderly and healthful condition. Maintenance shall include proper pruning of trees and shrubs, mowing of lawn and grass areas, weeding, removal of litter, fertilizing, replacement of plants consistent with this section when necessary, and the regular watering of all plantings.

(2) The installation of landscaping shall be completed prior to the issuance of any occupancy permit for buildings on the property, or commencement of the intended use of the property.

(3) If, at the time of commencement of the intended use of the property or application for a certificate of occupancy, any required landscaping has not been installed or completed due to seasonal or climatic conditions or plant material being unavailable, the developer or owner of the property shall submit the following to the Building Department:

(a) A request for extension of the proposed completion date for installation of the required landscaping, stating the reason for the request, the property owner's current mailing address, and a commitment to complete the installation of the landscaping by a date certain, not to exceed six months from the building completion date.

(b) A drawing showing the plan and layout of the landscaping areas.

(c) A cost estimate for the installation of the landscaping area.

(d) A bond, certificate of deposit, letter of credit, cash or other financial surety as may be approved by the City Attorney guaranteeing faithful performance of the owner or developer's commitment to complete installation of the required landscaping and payable to the City of Grand Island in the event that the developer fails to carry out the commitments described in sub-paragraph (a) above.

(4) Upon approval of the foregoing request for extension of time to complete the landscaping installation, the owner or developer shall be issued a conditional certificate of occupancy or a conditional letter authorizing commencement of use

of the property by the Building Department. The owner or developer shall complete the installation of the landscaping in accordance with the commitments made pursuant to sub-paragraph (a) above, and, upon inspection and approval by the Building Department, a certificate of occupancy or commencement of use letter shall be issued. All limitations on the use of the property relating to landscaping are deemed to be of no force or effect at that time, and the City shall release the surety or other security submitted by the owner or developer.

(5) If the owner or developer has not installed the required landscaping with the commitments made pursuant to sub-paragraph (a) above, the owner or developer shall be deemed to have granted the City or its officers, employees, agents or representatives permission to enter upon the property to install the required landscaping in accordance with the plan submitted pursuant to sub-paragraph (c) above using the surety or security filed by the owner or developer as payment for said installation. The Building

GRAND ISLAND LAND USE MATRIX CHAPTER 36 APPENDIX A

Land Use Categories	AG-1	AG-2	AG-SC	AG-SH	AG-SI	SBC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
Packing & crating services					P																	P		P	P
Building & specialty 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	P
Paints, varnishes, lacquers, enamels, and allied products - manufacturing					C																				C
Paper & paper products - wholesale					P												P					P	P	P	P
Paperboard containers & boxes - manufacturing					P																	P	P	P	P
Paperboard - manufacturing					P																	P	P	P	P
Paper coating & glazing - manufacturing					P																	P	P	P	P
Paper, except building paper - manufacturing					P																	P	P	P	P
Paper hanging & painting services					P												P	P	P						P
Screening, stenciling & etching - manufacturing					P												P	P	P						P
<b>Utilities/Env</b>																	<b>C</b>	<b>C</b>	<b>C</b>				<b>C</b>	<b>C</b>	<b>C</b>
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	P	P
Partitions, shelving, lockers & office & store fixtures - manufacturing					P																	P	P	P	P
Patch murre - 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	P	P

P = Permitted Use C = Conditional Use

Department shall send the owner or developer written notice of default and intention to enter onto the property to install required landscaping by certified mail, return receipt requested, and ordinary first class mail sent to the last known address of said owner or developer at least five (5) business days prior to making such entry.

O'Neill closed the Public Hearing.

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

### **Alternatives**

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

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

### **Recommendation**

A motion was made by Amick and seconded by Haskins, to recommend approval to amend the parking regulations pertaining to §36-72 Light Manufacturing and §36-73 Heavy Manufacturing and Appendix A to allow a parking lot as permitted principal use in these districts as presented.

A roll call vote was taken and the motion passed with 8 members present, 8 voting in favor (Amick, O'Neill, Ruge, Haskins, Eriksen, Bredthauer, Connelly, Snodgrass) and no members present voting against.

### **Sample Motion**

Move to approve the ordinance to approve the Amendment change to §36-72 Light Manufacturing and §36-73 Heavy Manufacturing and Appendix A to allow a parking lot as permitted principal use in these districts.



# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item E6**

**Public Hearing on Acquisition of Ingress/Egress Easement Located  
at Fonner Park (Hall County Livestock Improvement Association)**

**Staff Contact: Steve P. Riehle, Public Works Director**

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** March 23, 2010

**Subject:** Public Hearing on Acquisition of Ingress/Egress  
Easement Located at Fonner Park (Hall County  
Livestock Improvement Association)

**Item #'s:** E-6 & G-16

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

## **Background**

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A public ingress/egress easement is needed on the south side of the Fonner Park access road off of South Locust Street to accommodate public access to a piece of property owned by the Nebraska State Fair Board. The property owned by the Nebraska State Fair Board is located at 1525 South Locust Street and more particularly described as the east 126' of Lot 1, Fonner Second Subdivision, Grand Island, Nebraska.

## **Discussion**

The ingress/egress easement will be fifty-two (52) feet wide on the south side of the Fonner Park access road and 106' wide at the property. See attached sketch for details. The ingress/egress easement allows for public access to the property owned by the Nebraska State Fair Board. The Fair Board intends to construct buildings on the property to support fair activities. Council is being asked to consider approval of the building permit for the property under a separate agenda item since the property does not abut a public street right-of-way.

## **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 conduct a Public Hearing and approve acquisition of the ingress/egress easement.

### **Sample Motion**

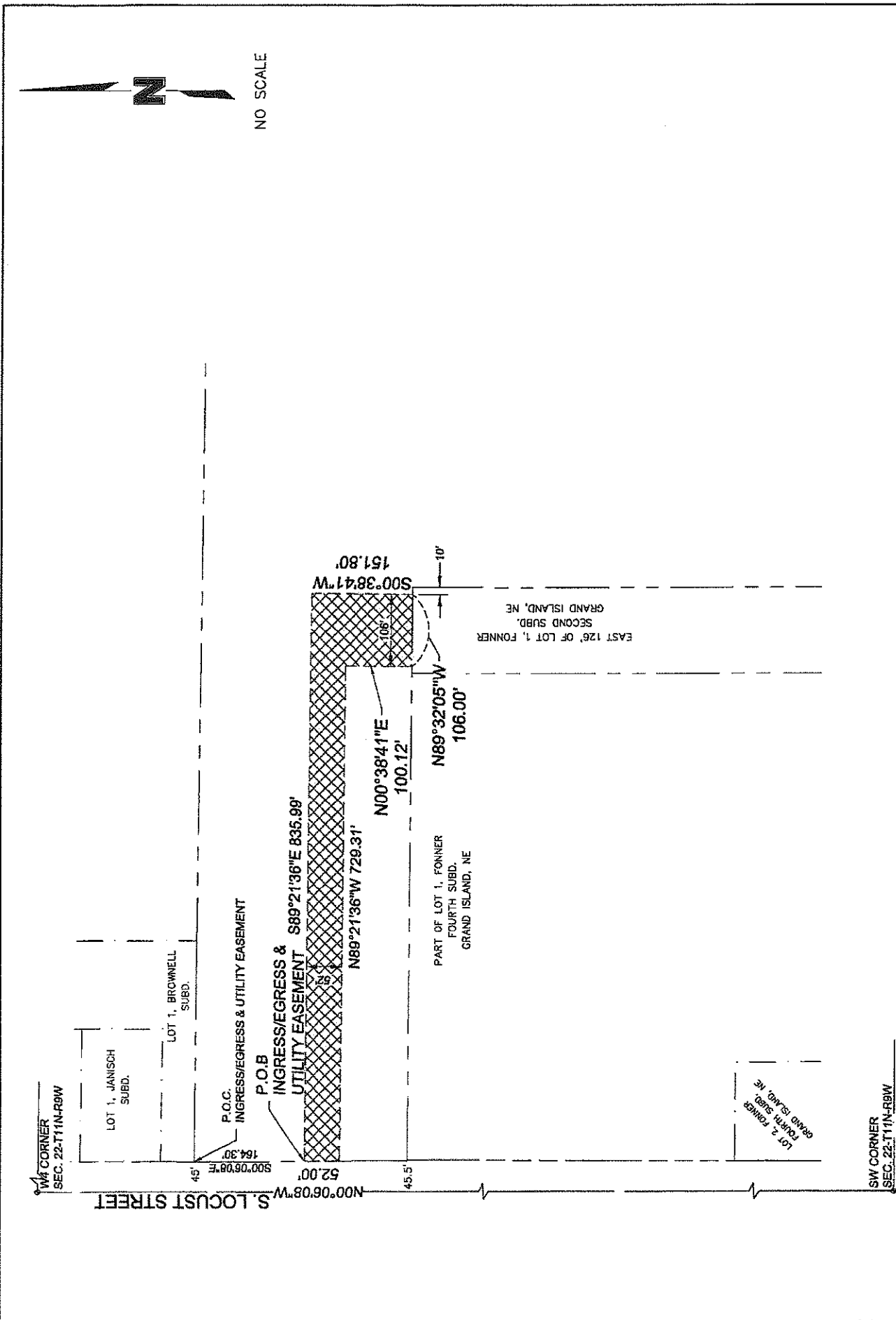
Move to approve the acquisition of the ingress/egress easement.

1111 Lincoln Mall, Suite 111  
P.O. Box 84608  
Lincoln, NE 68501-4608  
TEL 402.474.8311  
FAX 402.474.5160

**OLSSON**  
ASSOCIATES

# INGRESS/EGRESS & UTILITY EASEMENT

PROJECT NO: 2008-1584  
DRAWN BY: DAT  
DATE: 11.05.09







# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item E7**

**Public Hearing #3 Concerning Community Revitalization Grant,  
Phase III and Contract Amendment**

**Staff Contact: Barbara Quandt**

# **Council Agenda Memo**

**From:** Barbara Quandt, Community Development

**Council Meeting:** March 23, 2010

**Subject:** Public Hearing #3 Concerning Community Revitalization Grant, Phase III and Contract Amendment

**Item #'s:** E-7 & G-17

**Presenter(s):** Barbara Quandt, Community Development Administrator

## **Background**

In 2008, the Nebraska Department of Economic Development (DED) awarded a \$254,230 Community Development Block Grant (CDBG) to the City of Grand Island for Phase III of the Community Revitalization program. Grant funds were allocated for water line replacement, rehabilitation assistance for two homeowners and down payment assistance for two first time homebuyers.

Budget and contract extension amendments are needed because of challenges in recruiting qualified program applicants in the #08-CR-002 grant project area. The budget amendment would allow the City to reallocate twenty-three thousand one hundred and twelve dollars (\$23,112.00) from Down Payment Assistance for first-time home buyers with minor rehabilitation to Owner-occupied Rehabilitation, housing management and risk assessment.

The Extension request would extend the current contract end date from December 31, 2009 to March 31, 2011. During the initial grant contract period, more homeowner rehabilitation requests were received by the City than down payment assistance requests; however, issues arose in recruiting *qualified* applicants in the project area in a timely manner to coincide with the contract end date.

A public hearing is required to solicit public comment for a budget contract amendment request to the Nebraska Department of Economic Development and council approval is required to submit grant extension and budget amendment requests.

## **Discussion**

Notice of the public hearing was given March 12, 2010 in the Grand Island Independent and public comment is solicited at this time regarding the proposed budget and contract extension amendment requests. The Department of Economic Development requires a public hearing and Council approval for contract amendment requests.

Permission from the Department of Economic Development has been given to recruit applicants from the project area approved for the #08-CR-002 grant, as well as the adjoining project area approved for the #09-CR-102 grant. No additional matching funds are required to complete the project.

## **Alternatives**

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

1. Move to approve the Community Revitalization 08-CR-002 contract amendment requests and authorize the Mayor to sign all related documents
2. Postpone the issue to future date
3. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the Community Revitalization 08-CR-002 contract amendment requests and authorize the Mayor to sign all related documents

## **Sample Motion**

Move to approve the Community Revitalization 08-CR-002 contract amendment requests and authorize the Mayor to sign all related documents

## CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. All attachments identified under the applicable amendment type must be submitted along with this form.

CDBG Grant # 08-CR-002 CDBG Grantee City Of Grand Island

DED Program Representative Steve Charleston

Person Completing this form Name Barbara Quandt

Contact Number 308-385-5444 ext. 246

Email bquandt@grand-island.com

Complete the sections for each type of amendment requested and submit this form, along with the required attachments, to the Department.

☒ **Extension of Contract End Date**

Original Contract End Date Monday, August 31, 2009

Current Contract End Date including any previously approved extensions Thursday, December 31, 2009

Proposed Contract End Date Thursday, March 31, 2011

Required Attachments

Attachment 1: A letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the extension;
2. Identification and reasons for the proposed amendment; including
  - a. Changes to the nature of the project requiring the amendment;
  - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this extension, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity.

☐ **Decrease in proposed accomplishments**

Original Proposed Accomplishments \_\_\_\_\_ Current Proposed Accomplishments \_\_\_\_\_

Required Attachments

Attachment 1: A letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
  - a. Changes to the nature of the project requiring the amendment;
  - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this decrease, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity.

☐ **Amendment to Housing Program Guidelines**

Required Attachments

Attachment 1: Letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required as a result of this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

☒ **Budget Amendment**

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
<b>Water/Sewer Imp</b>	<b>300</b>	<b>\$120,000</b>	<b>\$0</b>	<b>\$120,000</b>
<b>Acquisition Hsg</b>	<b>520</b>	<b>\$36,000</b>	<b>\$0</b>	<b>\$36,000</b>
<b>Housing Rehab</b>	<b>530</b>	<b>\$72,314</b>	<b>\$0</b>	<b>\$72,314</b>
<b>Hsg Mgt/Risk As</b>	<b>580</b>	<b>\$8,120</b>	<b>\$0</b>	<b>\$8,120</b>
<b>Gen Admin</b>	<b>181</b>	<b>\$17,796</b>	<b>\$0</b>	<b>\$17,796</b>
<b>Total</b>		<b>\$254,230</b>		<b>\$254,230</b>

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
<b>Water/Sewer Imp</b>	<b>300</b>	<b>\$120,000</b>	<b>\$0</b>	<b>\$120,000</b>
<b>Acquisition Hsg</b>	<b>520</b>	<b>\$24,444</b>	<b>\$0</b>	<b>\$24,444</b>
<b>Hsg Rehab</b>	<b>530</b>	<b>\$79,990</b>	<b>\$0</b>	<b>\$79,990</b>
<b>Hsg Mgt/Risk As</b>	<b>580</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$12,000</b>
<b>Gen Admin</b>	<b>181</b>	<b>\$17,796</b>	<b>\$0</b>	<b>\$17,796</b>
<b>Total</b>		<b>\$254,230</b>		<b>\$254,230</b>

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
  - a. Changes to the nature of the project requiring the amendment;
  - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6: Environmental Review).

DED Use Only	
Date amendment request received	
Date amendment approved/denied	



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item F1

**#9254 - Consideration of Annexation Request of a Tract of Land Being Platted as Shady Bend Subdivision and Adjacent Right of Way Located South of U.S. Highway 30 and West of the New Shady Bend Road**

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

Staff Contact: Chad Nabity

\* This Space Reserved For Register of Deeds \*

### ORDINANCE NO. 9254

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land at U.S. Highway 30 and Shady Bend Road being platted as Shady Bend Subdivision an Addition to the City of Grand Island along with all adjoin public Right-of-Way in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after public hearing on March 3, 2010, the Regional Planning Commission recommended the approval of annexing into the City of Grand Island, the following tract of land in Hall County, Nebraska:

A tract of land comprised of Lots One (1) and Two (2) of Shady Bend Subdivision an Addition to the City of Grand Island and all adjoining public Right-of-Way in Hall County, Nebraska,

WHEREAS, after public hearing on March 23, 2010, the City Council of the City of Grand Island found and determined that such annexation be approved; and

Approved as to Form	<input type="checkbox"/> _____
March 19, 2010	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9254 (Cont.)

WHEREAS, on March 23, 2010, the City Council of the City of Grand Island approved such annexation on first reading.

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

SECTION 1. It is hereby found and determined that:

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

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

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation will have no impact on the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

(E) The plan for extending City services adopted by the City Council by the passage and approval of Resolution No. 2010-69 is hereby approved and ratified as amended.



ORDINANCE NO. 9254 (Cont.)

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

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

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

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

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

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

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

Enacted: March 23, 2010.

ORDINANCE NO. 9254 (Cont.)

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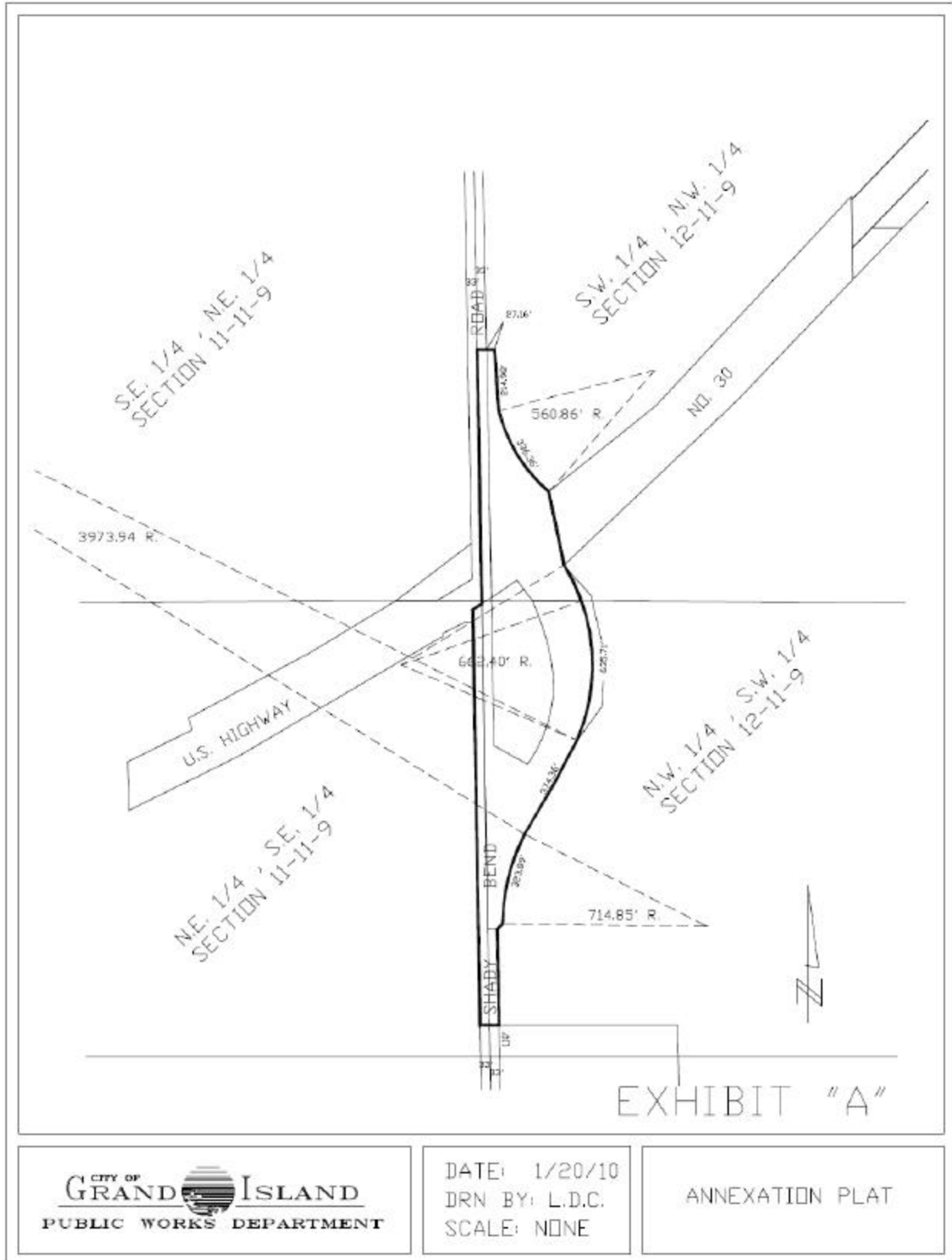
Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

ORDINANCE NO. 9254 (Cont.)





# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item F2

**#9255 - Consideration of Zoning Change for Land Located East of Stuhr Road between Seedling Mile Road and Swift Road from M1 – Light Manufacturing to M2 – Heavy Manufacturing**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9255

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 comprising the West Half (W½) of the Northwest Quarter (NW¼) of Section 14, Township 11 North, Range 9 West of the 6<sup>th</sup> P. M in the City of Grand Island, Hall County, Nebraska, from M1 Light Manufacturing Zone to M2 Heavy Manufacturing Zone, directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the zoning map pursuant to Chapter 36; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on March 3, 2010, 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 23, 2010, 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 M1 Light Manufacturing Zone to M2 Heavy Manufacturing Zone :

The West Half (W½) of the Northwest Quarter (NW¼) of Section 14, Township 11 North, Range 9 West of the 6<sup>th</sup> P. M in the City of Grand Island, Hall County, Nebraska.

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

ORDINANCE NO. 9255 (Cont.)

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

Enacted: March 23, 2010.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item F3

**#9256 - Consideration of Text Amendment to Chapter 36 of the Grand Island City Code Relative to Light Manufacturing, Heavy Manufacturing – Appendix A, and Landscaping Regulations**

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

Staff Contact: Chad Nabity

## ORDINANCE NO. 9256

An ordinance to amend Chapter 36 of the Grand Island City Code; specifically, to amend Section 36-72 Light Manufacturing and 36-73 Heavy Manufacturing and Appendix A to permit a parking lot as a permitted principal use; to amend Section 36-102 Landscaping Requirements pertaining to landscaping along federal and state funded highways and landscaping for parking lots with more than 500 spaces; 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 36-72 of the Grand Island City Code is hereby amended to read as follows:

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

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

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

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

#### (7) Parking Lot

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

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

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

(C) Permitted Accessory Uses:

- (1) Sales of new merchandise when same is manufactured, processed, assembled, fabricated or stored on the premises



## ORDINANCE NO. 9256 (Cont.)

(2) Buildings and uses accessory to the permitted principal use

(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)
<b>Permitted Uses</b>	20,000	100	35 <sup>1</sup>	20	10	10	50%	50
<b>Conditional Uses</b>	20,000	100	35 <sup>1</sup>	20	10	10	50%	50

<sup>1</sup> with 15 feet adjacent to a street landscaped to satisfaction of the zoning official.

(F) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Landscaping shall be provided and maintained by the owner or developer within the 15 feet adjacent to a street; landscaping shall include but is not limited to, screen planting, lawn area, trees, shrubs, fences and walls; all landscaping shall be planned and maintained to the satisfaction of the zoning official.
- (3) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

Amended by Ordinance No. 8947, effective 1-5-2005

Amended by Ordinance No. \_\_\_\_\_, effective \_\_\_\_\_-2010

### SECTION 2. Section 36-73 of the Grand Island City Code is hereby amended to

read as follows:

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

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

(A) Permitted Principal Uses:

- (1) Administrative, executive, professional, research and similar office use having limited contact with the public
- (2) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (3) Agriculture, including the raising of field crops, tree and bush crops, animals and fowl, but not including feed lots, poultry farms, and fur farms
- (4) Concrete or cement products manufacturing and batching plant
- (5) Contractors storage yard or plant
- (6) Gravel, sand or dirt removal, stockpiling, processing or distribution, and batching plant
- (7) Manufacture, processing, assembly, fabrication and/or storage of non-hazardous products and materials
- (8) Mortuaries, funeral homes, and funeral chapels
- (9) Parking Lot
- (9)10 Office and office buildings for professional and personal services as found in the Zoning Matrix [Attachment A hereto]
- (1)10 Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery
- (1)24 Radio and television stations, private clubs and meeting halls
- (1)32 Railway right-of-way, including yards and facilities
- (1)43 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]
- (1)54 Stores and shops for the conduct of wholesale business, including sale of used merchandise

## ORDINANCE NO. 9256 (Cont.)

- (1~~65~~) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (1~~76~~) Truck terminal, tractor, trailer, or truck storage, including maintenance facilities
- (1~~87~~) 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
- (1~~98~~) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar uses
- (2019) 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
- (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

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

<sup>1</sup> None when bounded by an alley, otherwise 10 feet

<sup>2</sup> 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. 8947, effective 1-5-2005

Amended by Ordinance No. \_\_\_\_\_, effective \_\_\_\_\_-2010

ORDINANCE NO. 9256 (Cont.)

SECTION 3. Section 36-102 of the Grand Island City Code is hereby amended to

read as follows:

**§36-102. Landscaping Requirements**

(A) Purpose: The landscaping and screening regulations are intended to improve the physical appearance of the community; to improve the environmental performance of new development by contributing to the abatement of heat, noise, glare, wind and dust; to promote natural percolation of storm water and improvement of air quality; to buffer potentially incompatible uses from one another; and, to protect and enhance the value of property and neighborhoods within the city.

(B) Applicability:

(1) The provisions of this section shall apply to the following zones: Medium Density Residential Zone, High Density Residential Zone, Residential Office Zone, Light Business Zone, General Business Zone, Arterial Commercial Overlay Zone, Heavy Business Zone, Industrial Estates Zone, Light Manufacturing Zone, Heavy Manufacturing Zone, Commercial Development Zone, Residential Development Zone and Travel Development Zone. Landscaping of lands within districts such as the Central Business District and Fourth Street Business District, as defined in this code, shall be subject to Streetscape Improvement Projects where applicable. In the absence of such projects, the provisions of this section shall apply.

(2) The provisions of this section shall apply to all new development, including surface parking, on each lot or site upon application for a building permit, except as follows:

(a) Reconstruction or replacement of a lawfully existing use or structure.

(b) Remodeling, rehabilitation or improvements to existing uses or structures which do not substantially change the location or building footprint of existing structures, or the location and design of parking facilities or other site improvements. However, additions or enlargements of existing uses or structures, which increase floor area or impervious coverage, shall be subject to the provisions of this section, which shall only apply to that portion of the lot or site where the new development or use occurs.

(c) Residential structures containing three dwelling units or less shall be exempt from the requirements of this section.

(3) Landscaping which exists on any property shall not be altered or reduced below the minimum requirements of this section, unless suitable substitutions are made which meet the requirements of this section, pursuant to a site plan approved by the city.

(4) Any conflict between this section and another section of this chapter shall be resolved in favor of the more restrictive provision.

(C) Nonconforming Status: Any property or use of property, which as of August 1, 2004 or any amendment hereto is lawfully nonconforming only as to the regulations relating to landscaping, may be continued in the same manner as if the landscaping were conforming.

(D) Definitions: The following definitions shall be used for terms contained within this section:

Buffer yard: A landscaped area provided to separate and significantly obstruct the view of two adjacent land uses or properties from one another.

Canopy tree: A deciduous tree having a minimum mature height of 30 feet and a minimum caliper of 1 inch at the time of planting. One canopy tree equals two understory/ornamental or evergreen trees.

Evergreen tree: An evergreen or conifer tree having a minimum mature height of 20 feet and a minimum 2 gallon container size or bare root/ball equivalent at the time of planting.

Landscaped area: That area within the boundaries of a given lot consisting primarily of plant material, including but not limited to grass, trees, shrubs, flowers, vines, groundcover and other organic plant materials (this does not include plant materials typically used as a cash crop). Tall varieties of native and ornamental grasses may be planted and left in their natural state in selective and limited locations, deemed appropriate by the city. Inorganic materials such as brick, stones, aggregate, ponds or fountains may be used within landscaped areas, provided that such materials comprise no more than 35 percent of the required landscaped area. Flat concrete or asphalt, other than walkways five feet or less in width, may not be used within a required landscaped area.

Minimum equivalent street landscaping: The minimum landscaped area which must be provided in a street yard, expressed as a percent of the total area contained within that street yard.

## ORDINANCE NO. 9256 (Cont.)

**Shrub:** A deciduous or evergreen plant having a minimum height of 18 inches at the time of planting, with a maximum mature height of less than 10 feet.

**Street yard:**

(1) The area of a lot or parcel which lies between any street property line and the fronting walls of any building or buildings on the parcel. The street yard shall follow all irregularities or indentations in the front wall of the building, excluding minor projections or indentations such as steps or unenclosed porches. For the purposes of defining the street yard area, the front wall shall be extended from the outermost corners of the building, parallel with the fronting street, until intersecting with the side property line [see Attachment B hereto]. Street yard depth shall not exceed 100 feet for the purposes of calculating the minimum equivalent street landscaping area requirement.

(2) On lots or parcels with multiple buildings, the street yard area shall be defined by all building front walls having direct, visual frontage onto the street. Any space between buildings equal to 15 percent of the length of such frontage, but in no case more than 100 feet, shall be considered an extension of the continuous building front wall for the purpose of delineating the street yard.

**Understory/ornamental tree:** A flowering or non-flowering deciduous tree having a maximum mature height of 30 feet and a minimum caliper of 2 inch at the time of planting.

(E) Street Yard Landscaping Standards:

(1) Street yard landscaping shall be provided adjacent to each street property line and within street yards, as set forth below, in accordance with an approved site landscaping plan.

(2) Minimum equivalent street landscaping area:

(Minimum Equivalent Street Landscaping Area)		
Zoning District	Percent of Street Yard (%)	Minimum Landscaping Depth of Street Yard (ft.)
R3	65	20
R4	60	10
RO	30	10
B1	25	10
B2	20*	10*
AC	20	20*
B3	20	10*
ME	20	20
M1	20	20
M2	20	10
M3	20	10
TD	30	30
CD	**	30
RD	**	10 or 30

\*Unless otherwise established in an approved Streetscape Improvement Project.

\*\*As determined by approved plan

\*\*\* 30 feet for lots in RO, B1, B2, AC, B3, CD, TD, ME, M1, M2 and M3 zone adjacent to state or federal highway.

(3) When a lot contains more than one street frontage, the area of all street yards and the proposed street yard landscaped areas may be combined for the purposes of determining compliance with this section.

(4) Any required street yard landscaping shall include the following minimum shrub and tree plantings (or an appropriate equivalent as determined by the city) for every 100 feet (any fraction of .5 or less rounded to the next lowest number; any fraction exceeding .5 rounded to the next highest number) of property line adjacent to a public street right-of-way: 1 canopy tree; 1 understory/ornamental or evergreen tree; 3 shrubs. Existing trees or shrubs approved for preservation shall be counted toward satisfaction of this provision.

(F) Buffer Yard and Parking Landscaping Screening Standards:

(1) Buffer yard landscaping shall be installed and maintained adjacent to the affected common side or rear property line(s), when a use is established in a more intensive zoning district located adjacent to a less intensive zoning district, as set forth below:

## ORDINANCE NO. 9256 (Cont.)

More Intensive Zoning District	Required Buffer Yard Width (ft.)*	Less Intensive Zoning District
RO, B1, B2, AC, B3, CD, TD	10	TA, LLR, R1, R2, R3, R4, RD
ME, M1, M2, M3	20	TA, LLR, R1, R2, R3, R4, RO, RD, CD, TD, B1, B2, B2, AC, B3

\*When an alley, street or railroad R.O.W. separates adjacent districts requiring a buffer yard, the buffer yard width shall be halved.

(2) Buffer yard landscaping is intended to provide screening of loading docks, refuse collection points, truck/equipment parking, sources of noise, glare, light, dust, or other negative impacts. Buffer yard landscaping shall include hedges or screens of evergreen or approved deciduous plant material, capable of providing a substantial opaque barrier, and attaining a minimum height of 6 feet within three years of planting. Opaque fencing may also supplement the vegetative plantings, but shall be installed no closer to the property line than the width of the required buffer yard.

(3) Buffer yard landscaping and parking landscaping screening strips shall not be placed on an easement.

(4) A parking landscaping screening strip, having a Minimum Landscaping Depth of Street Yard as identified above-width of 6 feet, shall be installed along any parking area adjacent to a public street right-of-way. No parking area shall contain more than 100 spaces except as allowed within these regulations. If a greater number of parking spaces is required, separate parking areas shall be provided, and shall be separated from other parking areas by landscaped dividing strips, having a minimum width of 6 feet. These strips shall include trees, shrubs, grasses and other vegetative coverings for a creative aesthetic appearance. A parking landscaping screening strip shall also count towards meeting any requirements associated with minimum equivalent street or buffer yard landscaping.

Alternate plans for parking lots with more than 500 spaces may submitted for approval by a committee comprised of the Planning Director, Building Department Director and Public Works Director with recommendations from other appropriate city staff. The Committee shall establish criteria for the review and approval of larger parking lots based on but not limited to the following areas of concern: overall area and types of landscaping provided shall not be less than would be required under the conventional regulations, provision for storm water management and filtering using best available practices, provisions for adequate--e lighting, fire protection and security throughout the lot, provisions for pedestrian access through and around the lot, and provisions for pedestrian access to the site requiring said parking lot.

(5) A development may continue to comply with the buffer yard landscaping requirements in effect at the time of issuance of its initial building permit, regardless of whether an adjacent lot or property is rezoned to a less restrictive zoning district which requires additional buffer yard landscaping.

### (G) Site Plan Requirements:

(1) A site plan showing the required street yard, buffer yard and/or parking screening landscaping shall be submitted to the city for review and approval as part of the application for a building permit. The plan shall include, but not be limited to the following:

- (a) Location of proposed landscaping drawn to scale.
- (b) Location, size, type and condition of proposed plant and non-plant landscaping materials including fences, walks, ponds, fountains, benches, lighting and irrigation systems.
- (c) Estimated date of completion of the installation of all plantings and finishing materials.

### (H) Installation and Maintenance Requirements:

(1) Required landscaping areas shall be installed and maintained in a neat, clean, orderly and healthful condition. Maintenance shall include proper pruning of trees and shrubs, mowing of lawn and grass areas, weeding, removal of litter, fertilizing, replacement of plants consistent with this section when necessary, and the regular watering of all plantings.

(2) The installation of landscaping shall be completed prior to the issuance of any occupancy permit for buildings on the property, or commencement of the intended use of the property.

(3) If, at the time of commencement of the intended use of the property or application for a certificate of occupancy, any required landscaping has not been installed or completed due to seasonal or climatic

## ORDINANCE NO. 9256 (Cont.)

conditions or plant material being unavailable, the developer or owner of the property shall submit the following to the Building Department:

(a) A request for extension of the proposed completion date for installation of the required landscaping, stating the reason for the request, the property owner's current mailing address, and a commitment to complete the installation of the landscaping by a date certain, not to exceed six months from the building completion date.

(b) A drawing showing the plan and layout of the landscaping areas.

(c) A cost estimate for the installation of the landscaping area.

(d) A bond, certificate of deposit, letter of credit, cash or other financial surety as may be approved by the City Attorney guaranteeing faithful performance of the owner or developer's commitment to complete installation of the required landscaping and payable to the City of Grand Island in the event that the developer fails to carry out the commitments described in sub-paragraph (a) above.

(4) Upon approval of the foregoing request for extension of time to complete the landscaping installation, the owner or developer shall be issued a conditional certificate of occupancy or a conditional letter authorizing commencement of use of the property by the Building Department. The owner or developer shall complete the installation of the landscaping in accordance with the commitments made pursuant to sub-paragraph (a) above, and, upon inspection and approval by the Building Department, a certificate of occupancy or commencement of use letter shall be issued. All limitations on the use of the property relating to landscaping are deemed to be of no force or effect at that time, and the City shall release the surety or other security submitted by the owner or developer.

(5) If the owner or developer has not installed the required landscaping with the commitments made pursuant to sub-paragraph (a) above, the owner or developer shall be deemed to have granted the City or its officers, employees, agents or representatives permission to enter upon the property to install the required landscaping in accordance with the plan submitted pursuant to sub-paragraph (c) above using the surety or security filed by the owner or developer as payment for said installation. The Building Department shall send the owner or developer written notice of default and intention to enter onto the property to install required landscaping by certified mail, return receipt requested, and ordinary first class mail sent to the last known address of said owner or developer at least five (5) business days prior to making such entry.

Land Use Categories	AG-1	AG-2	AG-SC	AG-SH	AG-SI	SBC	TA	LLR	R-1	R-2	R-3	R-4	RO	RM	RD	B-1	B-2	AC	B-3	CD	TD	ME	M-1	M-2	M-3
P					P																	P		P	P
Packing & crating services					P																	P		P	P
Padding & upholstery filling - manufacturing					P																	P		P	P
Paint, glass, & wallpaper - retail																P	P	P	P	P				P	P
Painting & paper hanging services																	P	P	P	P				P	P
Paints, varnishes, lacquers, enamels, and allied products - manufacturing					C																			C	
Paper & paper products - wholesale					P												P					P	P	P	P
Paperboard containers & boxes - manufacturing					P																	P	P	P	P
Paperboard - manufacturing					P																	P	P	P	P
Paper coating & glazing - manufacturing					P																	P	P	P	P
Paper, except building paper - manufacturing					P																	P	P	P	P
Paper hanging & painting services																	P	P	P					P	P
Parasols, umbrellas & canes - manufacturing					P																				P
<b>Perkins Log</b>																	P	P	P				P	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	P	P
Partitions, shelving, lockers & office & store fixtures - manufacturing					P																	P	P	P	P
Punch 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	P	P

P = Permitted Use C = Conditional Use

1

SECTION 4. Sections 36-72, 36-73 and Appendix A and 36-102 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 5. 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 6. 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.

ORDINANCE NO. 9256 (Cont.)

Enacted: March 23, 2010.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item F4

**#9257 - Consideration of Vacation of a Portion of the Alley Right-of-Way South of 4th Street, from Cedar Street to Walnut Street (USave Pharmacy)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** March 23, 2010

**Subject:** Consideration of Vacation of a Portion of the Alley  
Right-of-Way South of 4<sup>th</sup> Street, from Cedar Street to  
Walnut Street (USave Pharmacy)

**Item #'s:** F-4

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

## **Background**

An ordinance is necessary for the vacation of Street or Alley Right-of-Way.

## **Discussion**

USave Pharmacy has requested to vacate a portion of the alley south of 4<sup>th</sup> Street, from Cedar Street to Walnut Street, through Lots 3 & 4 of Block 39 of Original Town and Lot 1 of Hometown Subdivision. With the vacation of this alley the proposed USave Pharmacy to be built at 423 W 4<sup>th</sup> Street will have adequate space for traffic using the drive thru. A public utility easement, in the same location of the alley being vacated, is being retained to allow for maintenance of public utilities.

## **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

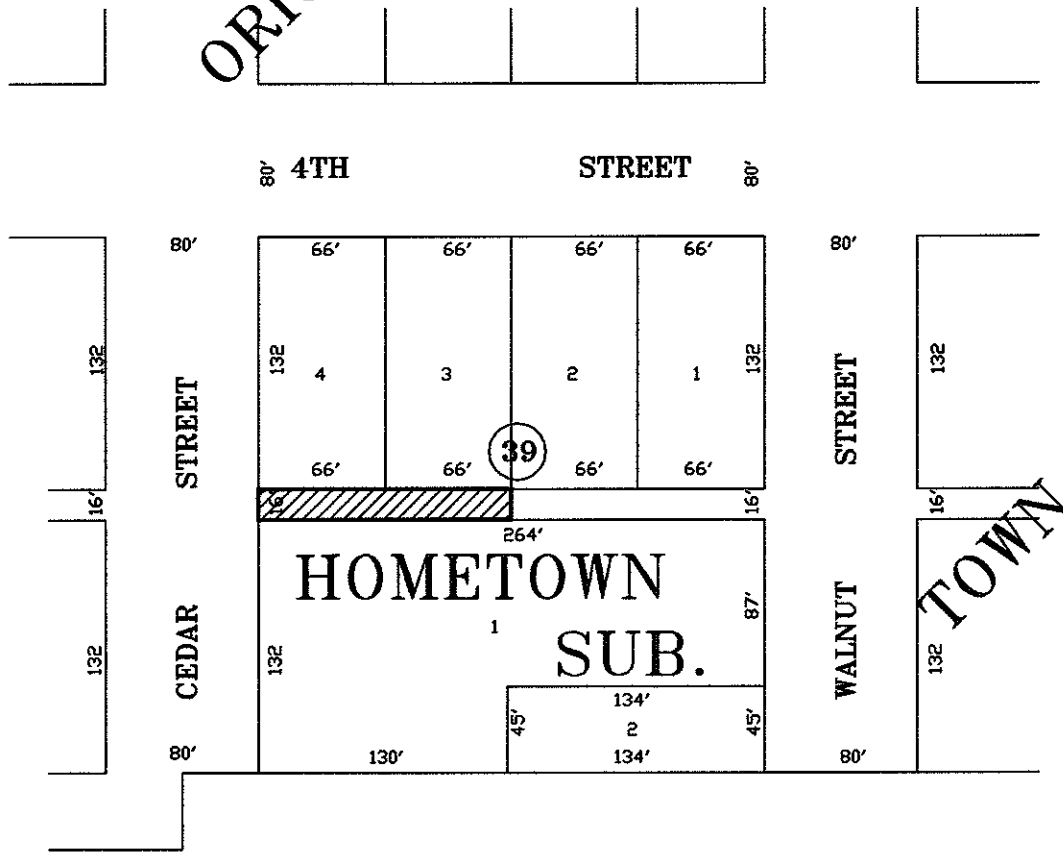
## **Recommendation**

Public Works Administration recommends that the Council vacate the west end of the alley located south of 4<sup>th</sup> Street, from Cedar Street to Walnut Street.

## **Sample Motion**

Move to vacate a portion of the alley and retain a public utility easement.

ORIGINAL



U.P.R.R.

R.O.W.

LEGEND



AREA OF ALLEY TO BE VACATED AND  
PUBLIC UTILITY EASEMENT RETAINED



EXHIBIT "A"

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

DATE: 3/18/10  
DRN BY: L.D.C.  
SCALE: 1"=100'

PLAT TO ACCOMPANY  
ORDINANCE

This Space Reserved for Register of Deeds

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ORDINANCE NO. 9257

An ordinance to vacate a portion of an alley located south of 4<sup>th</sup> Street, east of Cedar Street in the City of Grand Island, Hall County, Nebraska; to provide for the filing of this ordinance in the office of the Register of Deeds of Hall County, Nebraska; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the portion of the alley located south of 4<sup>th</sup> Street, from Cedar Street to Walnut Street in the City of Grand Island, Hall County, Nebraska, is hereby vacated. Such portion of the alley is more particularly described as follows:

ALLEY RIGHT OF WAY ADJACENT TO LOTS 3 & 4 OF BLOCK 39, ORIGINAL TOWN NOW CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND LOT 1, HOMETOWN SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

A public utility easement shall be retained in the area where the alley is vacated. Such public alley to be vacated is shown and more particularly described on Exhibit A attached hereto.

ORDINANCE NO. 9257 (Cont.)

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate abutting the same in proportion to the respective ownership of such real estate.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. 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: March 23, 2010.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item F5**

**#9258 - Consideration of the Conveyance of 522 N. Beal Street and  
2811 W. 4th Street**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development Administrator

**Meeting:** March 23, 2010

**Subject:** Consideration of Conveyance of Property at 522 N. Beal Street and 1128 W. 4<sup>th</sup> Street

**Item #'s:** F-5

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

The City purchased the structures and property at 522 N. Beal Street and 2811 W. 4<sup>th</sup> Street on April 13, 2010 as part of the Neighborhood Stabilization Program (NSP) using Community Development Block Grant funds. All structures on the property are to be demolished and the lot redeveloped into new single-family homes for sale to a low-to-middle income first-time homebuyer. The Housing Development Corporation and Habitat for Humanity, in compliance with the previously approved contract between the City and the Nebraska Department of Economic Development, will build new single-family homes according to NSP and City regulations. A Housing Development Agreement between the City and the Housing Development Corporation and the Grand Island Area Habitat for Humanity was approved by Council on December 15, 2009.

## **Discussion**

Nebraska law requires Council to approve the conveyance of the property at 522 N. Beal Street to Habitat for Humanity and the property at 2811 W. 4<sup>th</sup> Street to the Housing Development Corporation by ordinance subject to remonstrance.. After the ordinance is passed it must be published for three consecutive weeks in the Grand Island Independent. The terms of the conveyance are contained in the housing development agreement which is incorporated by reference into the ordinance

## **Alternatives**

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



1. Move to adopt the ordinance to convey the property.
2. Postpone the issue to a future date.
3. Take no action on the issue and retain the property.

### **Recommendation**

City Administration recommends that the Council move to convey the property to the Housing Development Corporation and begin the 30 day remonstrance period.

### **Sample Motion**

Move to adopt the ordinance to convey 522 N. Beal Street to Habitat for Humanity and 2811 W. 4<sup>th</sup> to the Housing Development Corporation and begin the 30 day remonstrance period.

ORDINANCE NO. 9258

An ordinance directing and authorizing the sale of real estate to the Housing Development Corporation and the Grand Island Area Habitat for Humanity; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

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

SECTION 1. The City of Grand Island, Nebraska, will convey to the HOUSING DEVELOPMENT CORPORATION, a tract of land legally described as:

Lot Forty Two (42) and East Thirty Feet (30') of North One Hundred Thirty Feet (130') of vacated Hancock Street in West Heights Addition to the City of Grand Island, Hall County, Nebraska (2811 W. 4<sup>th</sup>)

and to the GRAND ISLAND AREA HABITAT FOR HUMANITY, a tract of land legally described as:

Lots One (1) and Two (2), Block Four (4), Evans Addition to the City of Grand Island, Hall County, Nebraska (522 N. Beal St.)

SECTION 2. In consideration for such conveyance the Grantee shall develop the property and abide by the terms of the Neighborhood Stabilization Program guidelines and the Housing Development Agreement between the City and the Housing Development Corporation. and the City and the Grand Island Area Habitat for Humanity. Conveyance of the real estate above described shall be by warranty deed.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the

ORDINANCE NO. 9258 (Cont.)

passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

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

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to the Housing Development Corporation and to the Grand Island Area Habitat for Humanity, a warranty deed for identified parcels of said real estate, and the execution of such deeds are hereby authorized without further action on behalf of the City Council.

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

Enacted: March 23, 2010.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item G1**

**Receipt of Official Document - Tort Claim filed by Eric Steward**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** March 23, 2010

**Subject:** Receipt of Official Document – Tort Claim filed by Eric Steward

**Item #'s:** G-1

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

The City of Grand Island has received a Notice of Tort Claim from Attorney Martin Cannon on behalf of Eric Steward, alleging certain claims in connection with an incident involving Eric Steward which occurred on March 8, 2009.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Eric Steward is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Grand Island, a written notice of the claim must be filed with the City Clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Grand Island has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Attorney's office, and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask that comments be carefully considered so that the legal rights of all parties are preserved.

## **Discussion**

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

## **Recommendation**

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

## **Sample Motion**

Move to approve acknowledgement of the Tort Claim filed by Attorney Martin Cannon on behalf of Eric Steward.

MARTIN A. CANNON  
ATTORNEY AT LAW  
24000 210TH STREET  
CRESCENT, IOWA 51526-8100  
(402) 455-6000  
FACSIMILE (402) 455-4033



March 5, 2010

RaNae Edwards  
City Clerk  
100 East 1<sup>st</sup>. St.  
Grand Island, Nebraska 68801

Re: Eric Stewart vs. City of Grand Island

Dear Ms. Edwards:

I write to follow up on our conversation of a few minutes ago. I represent Mr. Eric Stewart with respect to his tort claim against the city of Grand Island. This notice is made in accord with the Political Subdivisions Tort Claims Act.

In the early morning hours of March 8, 2009, Mr. Stewart and some friends were leaving the Club 69 Bar in Grand Island. There had been a disturbance there (in which they were not involved) and police were on the scene outside the bar asking people to disperse.

In accord with his previous plans and also in accord with the officer's directions, Mr. Stewart had gotten into the vehicle in which he would be leaving. Nonetheless, and without warning, officers of the Grand Island Police Department reached into his car, pulled him out of it, brutally beat him and subjected him at least once to the use of a taser.

The actions of the officers were excessive, unjustified and out of proportion to any legitimate needs under the circumstances. As a proximate result of their excess, Mr. Stewart suffered violent electrical shock, numerous contusions and abrasions, severe pain, humiliation and ongoing anguish. Under the circumstances I feel he's entitled to \$1,000,000.00. On his behalf I therefore demand it.

Sincerely:

  
Martin A. Cannon

MAC/djc



# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item G2**

**Approving Minutes of March 6, 2010 City Council Special Study  
Session (Retreat)**

**Staff Contact: RaNae Edwards**



## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL SPECIAL STUDY SESSION (RETREAT)

March 6, 2010

Pursuant to due call and notice thereof, a Special Study Session (Retreat) of the City Council of the City of Grand Island, Nebraska was conducted at the Law Enforcement Center, 111 Public Safety Drive on March 6, 2010. Notice of the meeting was given in the *Grand Island Independent* on February 24, 2010.

Mayor Margaret Hornady called the meeting to order at 8:40 a.m. The following members were present: Councilmember's Gericke, Nickerson, Zapata, Ramsey, Dugan, Carney, Haase, Gilbert, Niemann, and Meyer. The following City staff was present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, City Attorney Dale Shotkoski, Finance Director Mary Lou Brown, Public Works Director Steve Riehle, Parks & Recreation Director Steve Paustian, Regional Planning Director Chad Nabity, Utilities Director Gray Mader, Building Department Director Craig Lewis, Emergency Management Director Jon Rosenlund, Library Director Steve Fosselman, Fire Chief Troy Hughes, Police Chief Steve Lamken, Human Resources Director Brenda Sutherland, Public Information Officer Wendy Meyer-Jerke, and Assistant to the City Administrator Shannon Oster.

**INVOCATION** was given by Mayor Hornady followed by the pledge of allegiance.

#### **INTRODUCTION:**

Mayor Hornady welcomed the council and gave a brief outline of the day's activities and purpose. Mentioned were the State Fair buildings going up at Fonner Park. Comments were made on Dr. Nalbandian's article "Preparing Councils for Their Work".

#### **DEVELOPMENT OF COUNCIL/STAFF COMMUNICATION GUIDELINES:**

City Administrator Jeff Pederson welcomed the group and commented on the importance of this retreat for the future of the City of Grand Island. City Council and staff were divided into five groups of five for a Communication Guidelines Exercise. Each group was given 30 minutes to discuss two guidelines from a set of ten. Each group highlighted their discussion on their two guidelines followed by a group discussion on each item.

Citizens Request Management System was mentioned as a way for the City to be responsive to citizens requests in a timely manner.

Break: 9:25 a.m. to 10:35 a.m.

#### **HIGHLIGHTS OF FINANCIAL TREND MONITORING SYSTEM UPDATE:**

City Administrator Jeff Pederson introduced Assistant to the City Administrator Shannon Oster who presented an update on the Financial Trend Monitoring System highlighting the following:

Community Resources Indicators:

- Population
- Personal Income Per Capita
- Unemployment Rate
- Assessed Valuation Per Capita
- New Construction Permits

Revenue Indicators:

- Revenue & Transfers In Per Capita – General Fund
- Intergovernmental Revenue
- Property Tax Revenue Per Capita
- Franchise Tax Revenue Per Capita
- Sales Tax Revenue Per Capita
- Sales Tax Revenue as a % of Operating Revenue

Expenditure Indicators:

- Operating Expenditures Per Capita
- Employees Per Thousand Citizens
- Average Employee Salary
- Employee Benefits

Operating Position indicators:

- Operating Surplus – General Fund
- Unrestricted – General Fund
- Cash Transfers from General fund to Capital Projects Fund
- Capital Projects Fund Expenditures
- Jack Rabbit Run Golf Course

Debt Indicators:

- Net Direct Debt
- Direct Debt Per Capita
- Net Direct Annual Debt Service Payment

**CURRENT FISCAL YEAR – PROJECTED REVENUE SHORTFALL AND SOLUTIONS:**

Finance Director Mary Lou Brown presented the current fiscal year General Fund Financial Overview for 2009/2010. Presented was “What is a cash forecast?”

- Focuses on material cash receipts and disbursements
- Based on actual monthly results and the overall budget, an estimate is developed for each of the remaining months
- Objective is to provide a picture of the year-end cash balance
- The forecast is continually updated to reflect real-time information and therefore the projections are constantly changing

The following current year revenue shortfalls were increasing in both dollar amount and areas of the budget:

	<u>Previous View:</u>	<u>Current View:</u>
Sales Tax:	\$500,000	\$800,000
Natural Gas Franchise:	\$170,000	\$375,000
Gas Tax:	----	\$260,000
Food and Beverage:	----	\$ 50,000
Total:	\$670,000	\$1,485,000

Closures of the original revenue shortfall of \$670,000 were attained with the following actions:

General Fund Dept. Savings:		\$508,080
Management of open positions:	\$285,300	
Library Savings to offset loss of		
County funding:	\$ 97,400	
Other specifically identified items:	\$125,380	
Healthcare Premium Holiday:		\$140,000
Change in General Fund Cash Balance:		\$ 25,050
Increase related to New Union Contract:		<\$3,130>
Closure of Revenue Shortfall:		\$670,000

With the projected revenue shortfall growing to \$1,485,000, it had become necessary to expand the areas where action would be taken:

Previous Closure Actions:		\$670,000
Additional Items:		
Use of Cash Balance in gas Tax Fund:	\$260,000	
Additional Healthcare Premium Holiday:	\$140,000	
Forego Purchase of Aerial Truck & Lift:	\$125,000	
Concrete and Storm Sewer Repair:	\$100,000	
Total Identified Closure Items:		\$1,295,000
Remaining Amount to be Identified:		<u>\$ 190,000</u>
Total:		\$1,485,000

Administration would continue to identify specific items to close the remaining \$190,000 shortfall.

Discussion was held concerning healthcare premiums, claims, workers compensation, and wellness program. Interest rates on CD's were discussed along with gas tax.

#### **FISCAL YEAR 2010/2011 BUDGET FINANCIAL PROJECTION:**

Finance Director Mary Lou Brown presented the following long range plan model which was similar to the Cash Forecast:

- The objective is the same – provide a picture of the year-end cash balance.

- Once the appropriate drivers for revenue and appropriations are determined, it is easy to extend the model for several years.
- Primary drivers include the projected inflation rate, rates set forth by contract, labor agreements.
- The model starts with the 2009/2010 Forecast as the “jumping-off point”

The following factors were important to keep in mind:

- Sales Tax receipts make up approximately 45% of the General Fund revenue;  
Property  
Tax receipts account for approximately 12%
- Approximately 70% of the General Fund operating expense in employee related
- Principal and interest payments for existing debt will continue for some time.
  - Heartland Events Center \$570,000 annually until 2024
  - Library \$830,000 annually until 2016
  - Law Enforcement Center \$861,000 annually until 2018
  - State Fair Building \$753,000 annually until 2017
- LB 840 obligates us to a \$750,0000 annual payment to the EDC

Fiscal Year 2010/2011 revenue growth was projected at 1.1% due to lingering economic impacts and no projected property tax increases. Expenses were projected to increase 2.2% on a comparable, year over year basis. Ms. Brown stated some combination of revenue increases, including tax increases, and/or expense decreases of approximately \$3,000,000 was needed. If the changes were permanent operation changes, reductions in 2011/2012 would be minimized.

Discussion was held concerning what the ending cash balance should be. Ms. Brown stated the use of one time items and existing cash balances continues an existing, although non-sustainable trend.

\$3,000,000 translates into the following:

Operational:

- An incremental 12 mil property tax increase equates to \$3.0 million
- The sum of \$3.0 million equates to a total of 46 employees at an average compensation and benefits level of \$65,000
- Assuming a total of 370 General Fund employees at a daily savings of \$96,000, it would take 31 furlough days per employee to equate to \$3.0 million. This would be equivalent to a 12% pay reduction

One Time (Non-sustainable):

- Review of City owned property for potential sale
- Potential use of General Insurance Fund cash - \$500,000 - \$1,000,000

Ms. Brown stated Program Prioritization would help us address program reductions. The impact on our employees and citizens may be dramatic depending on future decisions.

Lunch break: 12:00 noon to 1:15p.m.

### **CAPITAL IMPROVEMENT PLAN/PROJECTS AND FUNDING:**

City Administrator Jeff Pederson stated he had staff put together a priority list of Capital Improvement Projects (CIP) for the next three years. Public Works Department Director Steve Riehle gave a PowerPoint presentation concerning the CIP Plan/Projects and Funding.

The following CIP Multi-Year Funding challenges were presented:

- No multi-year funding plan exists
- Recommend \$3 million per year funding commitment in order to accomplish responsible level of infrastructure maintenance/expansion
- Gas Tax and Keno revenue expected to generate \$1 million per year to CIP for the next 5 years
- Beginning in 2016 annual Library debt payment of \$830,000 ends and should be committed to CIP funding

The following CIP Funding Options for the next 5 years was presented:

- \$1 million annual contribution from Gas Tax/Keno leaves \$2 million annual funding shortfall
- Generating \$2 million annually through taxation would require 8-9 mil levy increase
- Annual bonding for \$2 million would require 1 mil levy increase for every \$2 million in bonding
- \$2 million bond each of the next 5 years would result in cumulative mil levy increase of approximately 5 mils

A brief discussion was held concerning Lincoln Park Pool.

### **PROGRAM PRIORITIZATION:**

Chris Fabian and Jon Johnson presented the Program Prioritization. Compliments were made to City staff regarding the working relationships during this process. An overview of the process to date for the City and nationally was given. A “New Normal” for local government was mentioned.

Fiscal Health of the City through result maps were reviewed in the following areas:

- Sale Community
- Quality of Life
- Strategic, Sustainable and Maintained Development
- Stewardship of the Environment
- Governance

Scoring of each program and peer review by City staff were explained.

Break: 1:30 p.m. to 1:50 p.m.

Overall spending programs for the City were reviewed. Discussion was held regarding citizen's response and understanding of the Program Prioritization program in other communities. Comments and discussion were held regarding the upcoming budget process, timeline, budget cuts, increased taxes, staffing, future budgets shortfalls, etc.

Mayor Hornady commented on this program as being a remarkable tool in preparing the 2010/2011 budget and for the future.

**ADJOURNMENT:** The meeting was adjourned at 3:10 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item G3**

**Approving Minutes of March 9, 2010 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

March 9, 2010

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 9, 2010. Notice of the meeting was given in *The Grand Island Independent* on March 3, 2010.

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

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

MAYOR COMMUNICATION: Mayor Hornady introduced CYC members Ava Mackey and Katrina Molholm.

#### PRESENTATIONS AND PROCLAMATIONS:

Recognition of Robert Holmes, Computer Programmer with the Finance Department for 40 Years of Service with the City of Grand Island. Mayor Hornady and the City Council recognized Robert Holmes, Computer Programmer with the Finance Department for 40 years of service with the City of Grand Island. Finance Director Mary Lou Brown commented on Mr. Holmes service over the last 40 years in the Finance Department. Mr. Holmes was present for the recognition.

#### PUBLIC HEARINGS:

Public Hearing on Request from Julio Melesio dba Copas De Oro, 413 West 4th Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "C" Liquor License had been received from Julio Melesio dba Copas De Oro, 413 West 4th Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 10, 2010; notice to the general public of date, time, and place of hearing published on February 27, 2010; notice to the applicant of date, time, and place of hearing mailed on February 10, 2010; along with Chapter 4 of the City Code. Mentioned was the denial by the Liquor Control Commission (LCC) of the last application on February 2, 2010 due to the applicant's character and reputation. Staff recommended that Council make "no recommendation" to the Liquor Control Commission. No public testimony was heard.

Public Hearing on Request from JBS Swift & Company for a Conditional Use Permit for a Temporary Parking Lot Located at 435 Stuhr Road. Craig Lewis, Building Department Director reported that JBS Swift & Company had submitted an application for a conditional use permit for a temporary parking lot located at 435 Stuhr Road. Staff recommended approval for one year with the condition of controlling any dust created from the parking lot during any dry months.



Ron Miller, 704 South Cherry Street spoke in opposition and John Ditter, 705 West 6<sup>th</sup> Street, Giltner, Nebraska spoke in support. No further public testimony was heard.

Public Hearing on Request from Foth o/b/o Union Pacific Railroad for a Conditional Use Permit for Continued Use of Two (2) Skid-Mounted Sheds for Operation of a Blower and Compressor for Remediation Located at 1219 1/2 West North Front Street. Craig Lewis, Building Department Director reported that Brian Symons of Foth Infrastructure & Environment on behalf of Union Pacific Railroad had submitted an application for the continued use of a Conditional use Permit to allow two (2) skid-mounted sheds for the operation of a blower and compressor for remediation located at 1219 1/2 West North Front Street. Staff recommended approval for two additional years. 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 ordinances numbered:

#9252 – Consideration of Vacation of a Utility Easement Located at 435 South Stuhr Road (Swift Beef Company)

#9253 – Consideration of Amending the Grand Island City Code Chapter 12 Regarding Civil Service

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

#9252 – Consideration of Vacation of a Utility Easement Located at 435 South Stuhr Road (Swift Beef Company)

Public Works Director Steve Riehle reported that Ordinance #9252 would vacate a 10’ wide utility easement along the east side of the lot and a 20’ trail and utility easement along the south side of the lot in the V & C Subdivision. There were no utilities within the easements and non anticipated in the future.

Discussion was held on whether the house on the property would be moved as it was one of the oldest houses in Grand Island and on future parking in the area.

Motion by Meyer, second by Gilbert to approve Ordinance #9252.

City Clerk: Ordinance #9252 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, Gilbert, Haase, Carney, Ramsey, Zapata, and Nickerson voted aye. Councilmember Gericke voted no. Motion adopted.

City Clerk: Ordinance #9252 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Councilmember’s Meyer, Gilbert, Haase, Carney, Ramsey, 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 #9252 is declared to be lawfully adopted upon publication as required by law.

#9253 – Consideration of Amending the Grand Island City Code Chapter 12 Regarding Civil Service

Humans Resource Director Brenda Sutherland reported that Ordinance #9253 would reflect the changes made in the Salary Ordinance passed at the February 23, 2010 City Council meeting relating to the Fire Department.

Motion by Meyer, second by Gilbert to approve Ordinance #9253.

City Clerk: Ordinance #9253 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote all voted aye. Motion adopted.

City Clerk: Ordinance #9253 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9253 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of February 23, 2010 City Council Regular Meeting.

#2010-60 – Approving Bid Award for Cooling Tower Fire Protection at Platte Generating Station with Nebraska Fire Sprinkler of Alda, Nebraska in an Amount of \$55,500.00.

#2010-61 – Approving Bid Award for Transfer House Fire Protection upgrade at Platt Generating Station with Nebraska Fire Sprinkler of Alda, Nebraska in an Amount of \$79,800.00.

#2010-62 – Approving Bid Award for Precipitator and Duct Cleaning at Platte Generating Station with W-S Industrial Services, Inc. of Council Bluffs, Iowa in an Amount of \$52,087.00.

#2010-63 – Approving Bid Award for Hot-Mix Asphalt for 2010 with Gary Smith Construction Co. of Grand Island, Nebraska in an Amount of \$46.35 per ton for Type “A” Asphaltic Concrete; \$44.56 per ton for Type “B” Asphaltic Concrete; and \$46.95 per ton for Type “C” Asphaltic Concrete.

#2010-64 – Approving Bid Award for Concrete Ready-Mix for 2010 with Gerhold Concrete Co., Inc. of Grand Island, Nebraska in an Amount of \$70.00 per cubic yard.

#2010-65 – Approving Bid Award for Concrete Pavement & Storm Sewer Repairs 2010 with OK Paving of Hordville, Nebraska in an Amount of \$745,809.60.

#2010-66 – Approving Agreement for the Nebraska Children and Families Foundation for a Foster Youth Advisor and Council Development Grant.

#2010-67 – Approving Application and Memorandum of Understanding for Safe Havens: Office on Violence Against Women Grant.

#2010-68 – Approving Broker Contract and Business Associate Agreement with Cal Strong of Strong Financial Resources, Inc. to Provide Broker Services for Health and Dental Plan in an Amount of \$18,000.00 per year.

#2010-69 – Approving Setting Public hearing Date of March 23, 2010 for Annexation of Property Located at 3609 East US Highway 30 and 803 North Shady Bend Road.

#2010-70 – Approving Purchase of Leased Copy Machines from Capital Business Systems, Inc./Modern Methods in an Amount of \$4,908.00 plus per copy/print costs per page.

#2010-71 – Approving Grand Generation Center Kitchen Addition & Renovation Change Order #6 with Chief Construction Company of Grand Island, Nebraska for an Increase of \$382.50.

#### REQUESTS AND REFERRALS:

Consideration of Request from JBS Swift & Company for a Conditional Use Permit for a Temporary Parking Lot Located at 435 Stuhr Road. This item related to the aforementioned Public Hearing. Discussion was held regarding odor from JBS Swift and the expansion of the plant.

Motion by Meyer, second by Zapata to approve the request from JBS Swift & Company for a Conditional Use Permit for a temporary parking lot located at 435 Stuhr Road for one year and the condition of controlling any dust created from the parking lot during any dry months. Upon roll call vote, Councilmember's Meyer, Gilbert, Haase, Carney, Nickerson, and Zapata voted aye. Councilmember's Ramsey and Gericke voted no. Motion adopted.

Consideration of Request from Foth Infrastructure & Environment, LLC o/b/o Union Pacific Railroad for a Conditional Use Permit for Continued Use of Two Skid-Mounted Sheds Located at 1219 1/2 West North Front Street. This item related to the aforementioned Public Hearing.

Motion by Meyer, second by Gilbert to approve the request Foth Infrastructure & Environment, LLC o/b/o Union Pacific Railroad for a Conditional Use Permit for the continued use of two skid-mounted sheds located at 1219 1/2 West North Front Street for two years. Upon roll call vote, all voted aye. Motion adopted.

#### RESOLUTIONS:

#2010-72 – Consideration of Request from Julio Melesio dba Copas De Oro, 413 West 4th Street for a Class "C" Liquor License. This item related to the aforementioned Public Hearing. Attorney John Placke, 120 West Koenig Street representing Julio Melesio spoke in support.

Motion by Gilbert, second by Zapata to forward to the Liquor Control Commission with “no recommendation”. Upon roll call vote, Councilmember’s Meyer, Gilbert, Haase, Carney, Ramsey, Zapata, and Nickerson voted aye. Councilmember Gericke voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Meyer, second by Ramsey to approve the Claims for the period of February 24, 2010 through March 9, 2010, for a total amount of \$2,018,203.98. Unanimously approved.

Motion by Meyer, second by Ramsey to approve the Claims for the period of February 24, 2010 through March 9, 2010 for the State Fair Recreation Building for a total amount of \$3,230.68. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:45 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G4

### **Approving Appointment of Derek Apfel to the Business Improvement District #6 Board**

*The Mayor has submitted the appointment of Derek Apfel to the Business Improvement District #6 Board. This appointment would complete the term of Judy Pederson who resigned. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2013. Approval is recommended.*

Staff Contact: Mayor Hornady



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G5

**#2010-73 - Approving Final Plat and Subdivision Agreement for  
JBS Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** March 23, 2010

**Subject:** JBS Subdivision – Final Plat

**Item #'s:** G-5

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

## **Background**

This property is located east of Stuhr Road and north of Swift Road, this Final Plat proposes to create 2 lots on a tract of land comprising a tract of land in part of the West Half (W1/2) of Northwest Quarter (NW1/4) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9) in the City of Grand Island, Hall County, Nebraska. This is approximately 73 acres more or less.

## **Discussion**

The final plat for JBS Subdivision was considered by the Regional Planning Commission at the March 3, 2010 meeting. A motion was made by Bredthauer and seconded by Ruge to approve the plats as presented on the Consent Agenda. A roll call vote was taken and the motion passed with 8 members present (Amick, O'Neill, Ruge, Haskins, Eriksen, Bredthauer, Snodgrass, Connelly) voting in favor and no member present abstaining.

## **Alternatives**

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

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

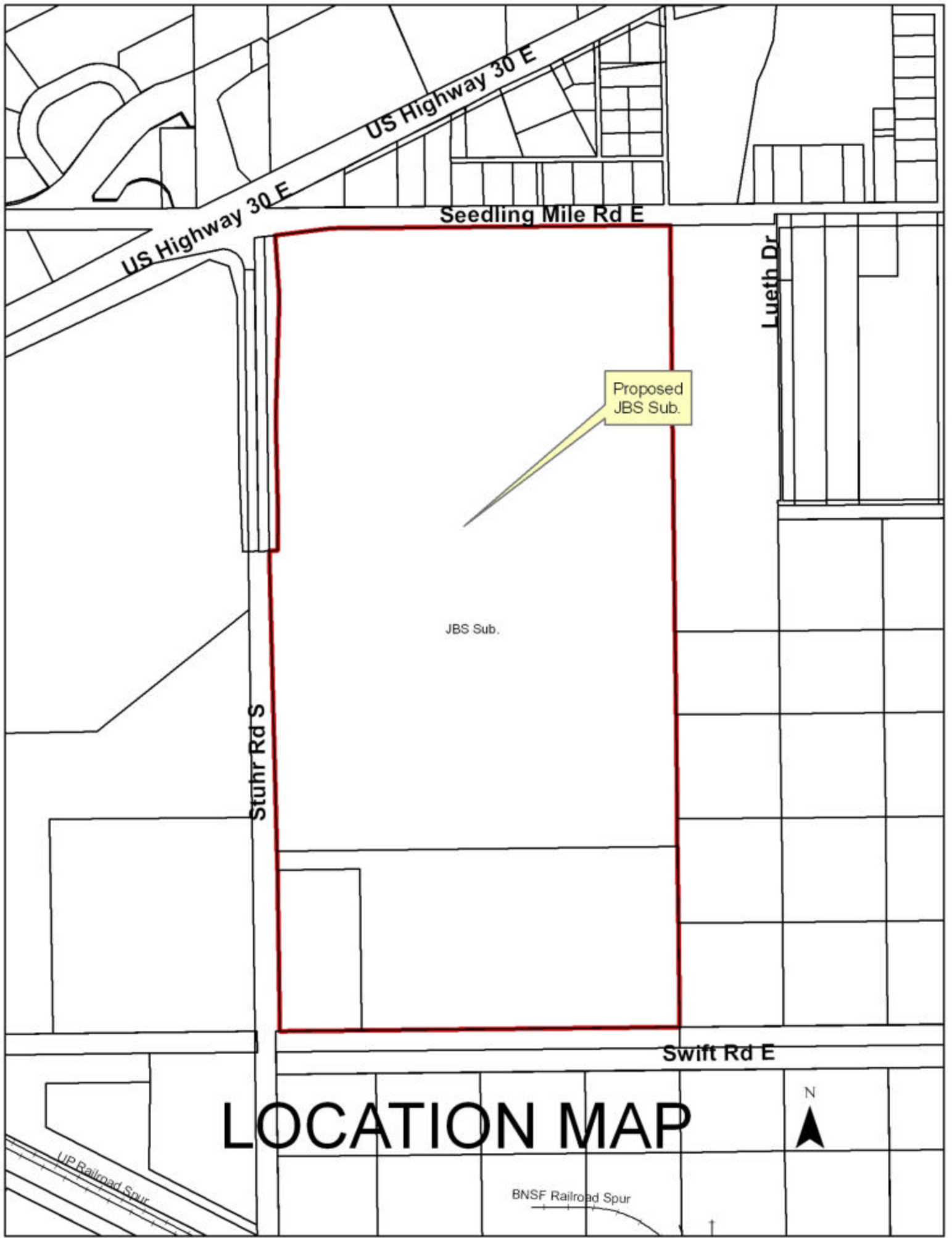
## **Recommendation**

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

## **Sample Motion**

Move to approve as recommended.





# LOCATION MAP

## **JBS Final Plat Summary**

### **Developer/Owner**

JBS

555 S Stuhr Rd

Grand Island NE 68801

To create 2 lots east of Stuhr Rd and north of Swift Rd., in the City of Grand Island, in Hall County, Nebraska.

**Size:** 73 acres

**Zoning:** M2 – Heavy Manufacturing

**Road Access:** City Roads

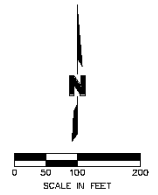
**Water Public:** City water is available.

**Sewer Public:** City sewer is available.



# JBS SUBDIVISION

HALL COUNTY, NEBRASKA  
IN THE CITY OF GRAND ISLAND  
FINAL PLAT



## LEGEND

- SECTION CORNER
- SET CORNER (3/8"x24" REBAR W/CAP)
- FOUND CORNER (1/2" IRON PIPE)
- UNLESS NOTED OTHERWISE
- × TEMPORARY POINT
- - - SECTION LINE
- - - PROPERTY LINE
- M MEASURED DISTANCE
- R1 RECORDED DISTANCE
- R2 RECORDED DISTANCE
- R3 RECORDED DISTANCE
- R4 RECORDED DISTANCE

## SECTION TIES

NW COR. W 1/2 NW 1/4, SEC. 14-T11N-R9W  
FOUND ALUM. CAP  
41.42' ESE TO NW BOLT COVER  
27.03' SE TO 1/2" PIPE  
42.82' SSE TO 1/2" PIPE

NE COR. W 1/2 NW 1/4, SEC. 14-T11N-R9W  
FOUND ALUM. CAP  
32.89' S TO 1/2" PIPE  
47.88' SW TO NE COR. CHANNEL IRON  
12.09' W TO PK NAIL

NE COR. NW 1/4, SEC. 14-T11N-R9W  
FOUND SURVEY MARKER  
61.10' N TO S EDGE SIDEWALK  
94.07' SE TO NAIL IN TREE  
48.00' SSE TO NAIL IN P. POLE

SW COR. NW 1/4 NW 1/4, SEC. 14-T11N-R9W  
FOUND PK NAIL  
34.39' NW TO NAIL TOP F. POST  
39.60' WSW TO NAIL TOP F. POST  
68.29' SE TO NAIL IN P. POLE

SE COR. NW 1/2 NW 1/4, SEC. 14-T11N-R9W  
FOUND 1/2" PIPE  
0.00' NNE TO FACE OF 4" STEEL POST  
15.05' E TO NAIL IN RR TIE POST  
16.17' W TO COR. F. POST

SE COR. NW 1/4 NE 1/4, SEC. 14-T11N-R9W  
FOUND 1/2" PIPE  
13.65' ENE TO NAIL IN ASPHALT  
24.00' E TO NAIL IN ASPHALT  
87.40' SSE TO WATER CREEK POST

SW COR. W 1/2 NW 1/4, SEC. 14-T11N-R9W  
FOUND ALUM. CAP  
47.30' NE TO NAIL IN P. POLE  
33.47' NE TO NAIL IN P. POLE  
68.30' WSW TO NAIL IN P. POLE

SE COR. W 1/2 NW 1/4, SEC. 14-T11N-R9W  
FOUND 1/2" PIPE  
38.00' NNE TO 2" IRON PIPE  
82.80' SE TO NAIL IN P. POLE  
122.40' SW TO NAIL IN P. POLE

SE COR. NW 1/4, SEC. 14-T11N-R9W  
FOUND SURVEY MARKER  
47.88' NNE TO CHANNEL IRON IN CONC. BRIDGE RAIL  
28.40' NE TO CHANNEL IRON IN CONC. BRIDGE RAIL  
87.00' SE TO NAIL IN P. POLE

SHEET 1 OF 1

**OLSSON**  
ASSOCIATES

201 PLAT SET FROM  
P.C. AND B.C.  
SHOWING THE SECTIONS AND  
THE SURVEY DATA  
FOR RECORDATION

THIS PLAT WAS PREPARED BY THE SURVEYOR AND THE SURVEYOR'S NAME IS ON THE PLAT. THE SURVEYOR'S NAME IS ON THE PLAT. THE SURVEYOR'S NAME IS ON THE PLAT.

RESOLUTION 2010-73

WHEREAS, JBS USA LLC and Swift Beef Company; a Delaware corporation, being the said owners of the land described hereon, have caused to be laid out into 2 lots, a tract of land in part of the West Half (W1/2) of Northwest Quarter (NW1/4) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., in the City of Grand Island, in Hall County Nebraska, under the name of JBS SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G6

**#2010-74 - Approving Final Plat and Subdivision Agreement for Meadowlark West Eighth Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** March 23, 2010

**Subject:** Meadowlark West Eighth Subdivision – Final Plat

**Item #'s:** G-6

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

## **Background**

This property is located north of Faidley Avenue, and east of Allen Drive, this Final Plat proposes to create 2 lots on a tract of land comprising all of Lot One (1), Meadowlark West Fifth Subdivision, in the City of Grand Island, Hall County Nebraska. This is approximately 3.69 acres more or less.

## **Discussion**

The final plat for Meadowlark West Eighth Subdivision was considered by the Regional Planning Commission at the March 3, 2010 meeting. A motion was made by Bredthauer and seconded by Ruge to approve the plats as presented on the Consent Agenda. A roll call vote was taken and the motion passed with 8 members present (Amick, O'Neill, Ruge, Haskins, Eriksen, Bredthauer, Snodgrass, Connelly) voting in favor and no member present abstaining.

## **Alternatives**

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

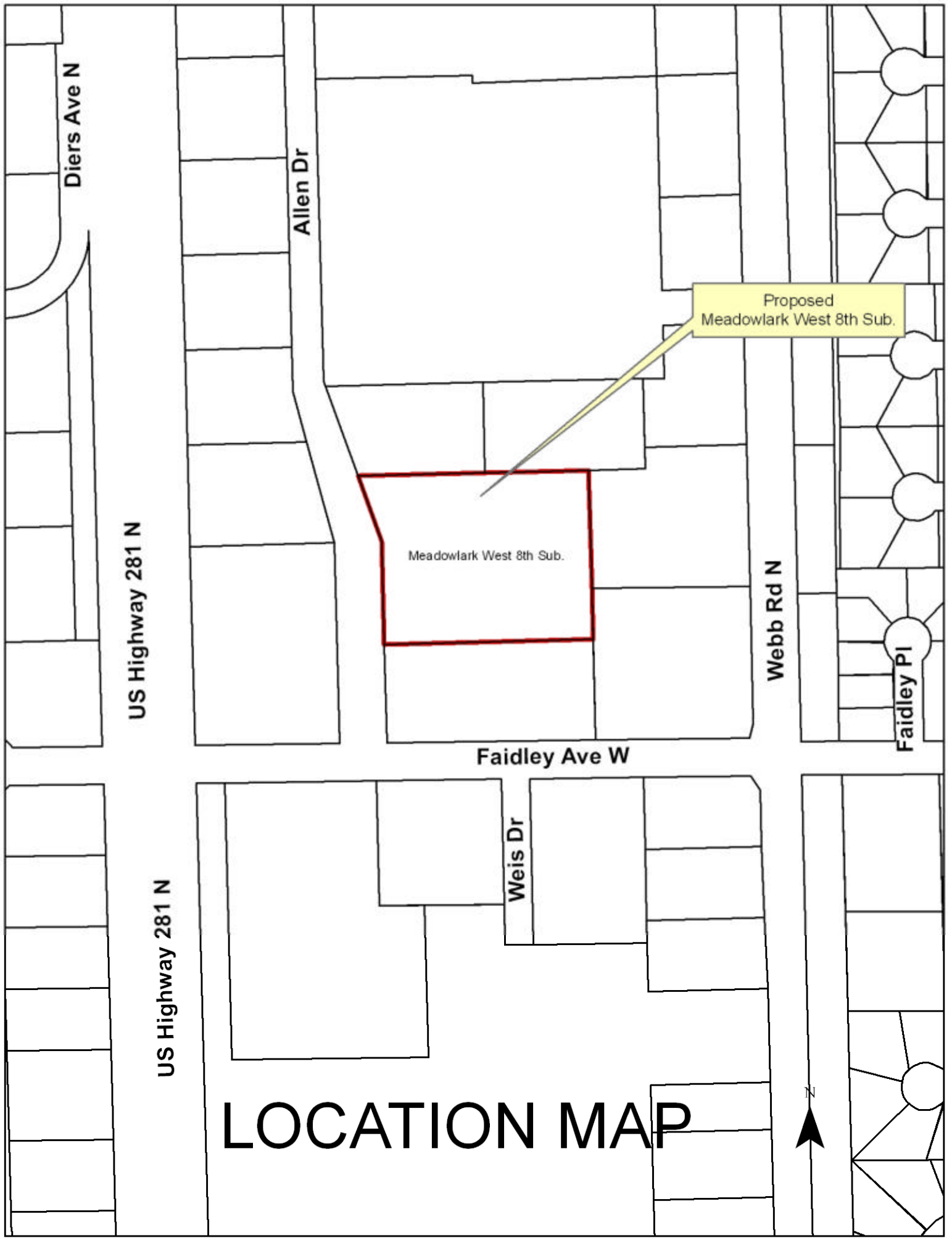
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve as recommended.



Diers Ave N

US Highway 281 N

Allen Dr

Meadowlark West 8th Sub.

Proposed  
Meadowlark West 8th Sub.

Webb Rd N

Faidley Pl

Faidley Ave W

Weis Dr

US Highway 281 N

LOCATION MAP





## Meadowlark West Eighth Final Plat Summary

### Developer/Owner

Paul J. Younes

P.O. Box 1925

Kearney NE 68848-1925

To create 2 lots north of Faidley Ave., east of Allen Drive, in the City of Grand Island, in Hall County, Nebraska.

**Size:** 3.69 acres

**Zoning:** B2 – General Business Zone

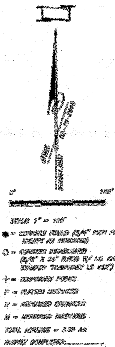
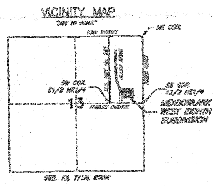
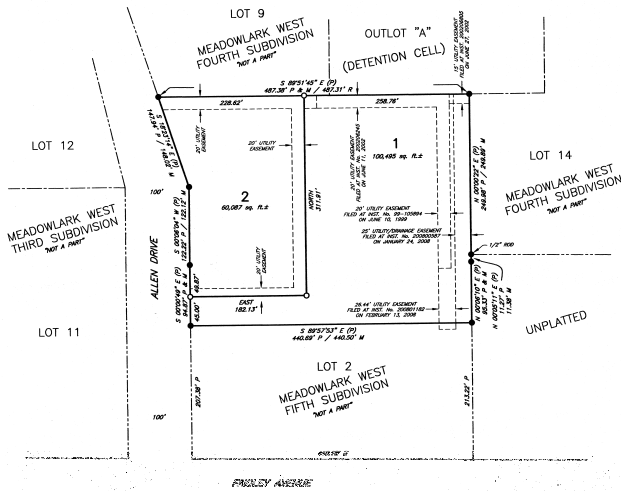
**Road Access:** City Roads

**Water Public:** City water is available

**Sewer Public:** City sewer is available



# MEADOWLARK WEST EIGHTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



## LEGAL DESCRIPTION

Lot One (1), Meadowlark West Fifth Subdivision, in the City of Grand Island, Hall County, Nebraska.

## SURVEYOR'S CERTIFICATE

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

(S E A)

BUFFALO SURVEYING CORPORATION

Mitchell W. Humphrey, President  
Nebr. Registered Land Surveyor 492

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Paul J. Younes, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "MEADOWLARK WEST EIGHTH SUBDIVISION", in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon to the public for their use forever and the easements as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desire of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto at Kearney, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Paul J. Younes

## ACKNOWLEDGEMENT

STATE OF NEBRASKA }  
COUNTY OF BUFFALO }

On the \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me a Notary Public within and for said County, personally appeared Paul J. Younes to me personally known to be the identical person whose signature are affixed hereto, and he did acknowledge the execution thereof to be his voluntary act and deed.

(Notary)

Notary Public

My commission expires \_\_\_\_\_

## APPROVAL

Submitted to and approved by the Registrar of Deeds, County of Hall County, Grand Island, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Chairman

Submitted to and approved by the City of Grand Island, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Mayor

City Clerk

(Notary)

GRAND ISLAND, NEBRASKA  
JAN 1, 2010  
HALL COUNTY, NEBRASKA



RESOLUTION 2010-74

WHEREAS, Paul J. Younes, being the said owner of the land described hereon, have caused to be laid out into 2 lots, a tract of land comprising all of Lot One (1) Meadowlark West Fifth, in the City of Grand Island, in Hall County Nebraska, under the name of MEADOWLARK WEST EIGHTH SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G7

**#2010-75 - Approving Setting Board of Equalization Hearing to  
Determine Benefits - 2009 Weed/Nuisance Abatement Program**

Staff Contact: Mary Lou Brown

# **Council Agenda Memo**

**From:** Mary Lou Brown, Finance Director

**Meeting:** March 23, 2010

**Subject:** Setting Board of Equalization Hearing to Determine Benefits - 2009 Weed/Nuisance Abatement Program

**Item #'s:** G-7

**Presenter(s):** Mary Lou Brown, Finance Director

## **Background**

The Grand Island City Code contains a procedure for abating nuisances such as excessive growths of weeds, unsafe buildings, and litter. If the owners do not comply with notices to abate these nuisances, the City follows one or more avenues to do the work and bill the property owner. If the owner fails to pay the bill, the City is authorized to levy an assessment on the property for the amount of the abatement expenses.

## **Discussion**

The City Council, sitting as the Board of Equalization, will be asked to determine the benefits for the nuisance abatement program that took place during 2009. A Board of Equalization hearing date must be set and notice given before the City may determine benefits and levy special assessments by ordinance on the properties. A hearing date of April 27, 2010 at 7:00 p.m. is suggested.

## **Alternatives**

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

1. Set a hearing date and direct that notice be given according to law.
2. Continue the issue to a later date.

## **Recommendation**

City Administration recommends that the Council set a Board of Equalization hearing for April 27, 2010 at 7:00 p.m. and direct that notice be given according to law.

## **Sample Motion**

Move to sit as a Board of Equalization to determine the benefits of nuisance abatement on April 27, 2010 at 7:00 p.m. and give notice according to law.

R E S O L U T I O N    2010-75

WHEREAS, pursuant to Article III of Chapter 17 of the Grand Island City Code, for reason of the failure of the owners, agents, occupants, or persons in possession, charge, or control of lots, tracts, or parcels of land in the City to comply with the notices of the City Council in regard to the cutting and removing of weeds and other rank growth of vegetation, such weeds and other rank growth of vegetation were caused to be removed by the City, and the actual expenses thereof have been audited and paid by the City; and

WHEREAS, the owners, agents, occupants, or persons in possession, charge or control of lots, tracts or parcels of land whereon such weeds and other rank growth of vegetation were caused to be cut by the City and are in default of payment of the expenses and costs incurred by the City therefore; and

WHEREAS, the Finance Department for the City has reported the expenses and costs of such weed cutting to the City Council and recommends that the City Council sit as a Board of Equalization to assess the expenses and costs thereof to the respective lots, tracts, or parcels of land.

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

1. The report of the Finance Department for the City pertaining to the cutting of weeds and other rank growth of vegetation is hereby accepted.
2. The City Council shall sit as a Board of Equalization to determine the benefits of such weed cutting on April 27, 2010 at 7:00 p.m.
3. The City Clerk shall give notice, as required by Section 16-707, R.R.S. 1943, as amended, by one publication in the Grand Island Independent that the City Council will sit as a Board of Equalization on the date and time set forth above, at least ten (10) days prior thereto; and further, that the City Clerk, within five (5) days after the date of publication of the above notice and ten (10) days prior to the meeting, shall send by U.S. mail, a copy of the published notice to each and every party appearing to have a direct legal interest in such proceeding whose name and post office addresses are known, in accordance with the provisions of Section 25-520.01, R.R.S. 1943, as amended.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney

RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item G8**

**#2010-76 - Approving Bid Award for Replacing Concrete at Fire Station 2**

**Staff Contact: Troy Hughes**

# **Council Agenda Memo**

**From:** Troy Hughes, Fire Chief  
**Meeting:** March 23, 2010  
**Subject:** Replace Concrete - Fire Station 2  
**Item #'s:** G-8  
**Presenter(s):** Troy Hughes, Fire Chief

## **Background**

On February 18, 2010 we advertised for bids to replace concrete for two stations (Fire Station 2 and/or Fire Station 3. These bids were opened on March 3, 2010 at 2:00 p.m. The project was to replace original concrete that had broken up over the years due the increased weight of the vehicles. There were four bidders for the project.

## **Discussion**

After bids were opened and due to budget restraints it is our request to replace the concrete at Fire Station 2 at this time. Four bids were received ranging from \$25,975.00 to \$87,873.00.

The lowest bid meeting all specifications was from Diamond Engineering Company of Grand Island, Nebraska for \$25,975.00. They included pricing for optional work to remove and replace 100 LF of curb and gutter for \$2,600.00 bringing their total bid to \$28,575.00. This bid is still \$3,925.00 lower than the next bid. Fire Department believes this additional work would help with grading, improve drainage and make for easier transition from the street to the drive.

## **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 bid of Diamond Engineering Company of Grand Island, Nebraska for the amount of \$28,575 to replace the concrete at Fire Station 2 along with the optional work to remove and replace 100 LF of curb and gutter.

## **Sample Motion**

Move to approve.

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, 2010 at 2:00 p.m.

**FOR:** Replace Concrete at Fire Station 2 and/or Fire Station 3

**DEPARTMENT:** Fire

**ESTIMATE:** \$50,000.00

**FUND/ACCOUNT:** 10022101-85608

**PUBLICATION DATE:** February 18, 2010

**NO. POTENTIAL BIDDERS:** 8

**SUMMARY**

<b>Bidder:</b>	<b><u>Diamond Engineering Co.</u></b>	<b><u>Galvan Construction, Inc.</u></b>	
	Grand Island, NE	Grand Island, NE	
<b>Bid Security:</b>	Universal Surety Co.	AMCO Insurance Co.	
<b>Exceptions:</b>	None	None	
<b>Bid Price:</b>			
<b>Fire Station 2:</b>	\$25,975.00	\$32,500.00	
<b>Fire Station 3:</b>	\$55,400.00	\$67,500.00	
<b>Bidder:</b>	<b><u>Mudd Jockie's, Inc.</u></b>	<b><u>Tri Valley Builders, Inc.</u></b>	
	Grand Island, NE	Grand Island, NE	
<b>Bid Security:</b>	\$6,890.69	Universal Surety Co.	
<b>Exceptions:</b>	None	None	
<b>Bid Price:</b>			
<b>Fire Station 2:</b>	\$49,939.00	<b><u>Alternate:</u></b> \$44,787.00	\$43,500.00
<b>Fire Station 3:</b>	\$87,873.00	\$77,360.00	\$85,500.00

cc: Troy Hughes, Fire Chief  
Dale Shotkoski, City Attorney

Chris Hoffman, Fire Admin. Assist.  
Curt Rohling, Operations Div. Chief



RESOLUTION 2010-76

WHEREAS, the City of Grand Island invited sealed bids for replacing concrete at Fire Station 2 and/or Fire Station 3, according to plans and specifications on file with the Fire Department; and

WHEREAS, on March 3, 2010, bids were received, opened and reviewed; and

WHEREAS, 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 \$25,975.00 to replace concrete at Fire Station 2 and an additional \$2,600.00 to remove and replace 100 LF of curb and gutter for a total bid of \$28,575; and

WHEREAS, the bid of Diamond Engineering Company is less than the estimate for the replacement of concrete at Fire Station 2.

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, Nebraska in the amount of \$28,575.00 for concrete at Fire Station 2 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney



# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item G9**

**#2010-77 - Approving the Adoption of the Resolution to Comply  
with Title VI Requirements**

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

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** March 23, 2010

**Subject:** Approving the Adoption of the Resolution to Comply with the Requirements of Title VI of the Civil Rights Act and Nondiscrimination Agreement with the NDOR

**Item #'s:** G-9

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

## **Background**

Grand Island is a Local Public Agency (LPA) in the State of Nebraska receiving federal transportation funding from the Federal Highway Administration (FHWA). The NDOR administers those funds to the city following guidelines detailed in the LPA manual.

The City Council passed a resolution at the October 27, 2009 meeting for the following four administration components:

- Consultant selection process
- National Environmental Policy Act (NEPA)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act)
- Financial Management Systems (certification attached to resolution)

As a sub-recipient of federal funding, the City of Grand Island is also required to adopt a resolution to comply with Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259). The requirements are also detailed in the proposed Title VI Nondiscrimination Agreement between the City of Grand Island and the Nebraska Department of Roads.

At tonight's meeting council is also being asked to also approve the adoption of a resolution to comply with the requirements in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 including the adoption of a Section 504/ADA policy.



## **Discussion**

If a governmental department receives even one dollar of Federal assistance, then all of the programs and activities of that governmental department are covered by Title VI. Title VI includes not only equal employment practices but also non-discrimination policies and practices for the public.

The NDOR has stipulated that LPAs receiving federal transportation funds take the following steps regarding Title VI:

1. Pass a resolution that:
  - a. Adopts and binds itself to comply with applicable laws, rules, regulations and requirements of Title VI
  - b. Designates a Section Title VI Coordinator.
2. Enter into a Title VI Nondiscrimination Agreement with the NDOR that includes:
  - a. Policy Statement
  - b. Organization and Staffing
  - c. Standard DOR Assurances
  - d. Implementation Procedures
  - e. Discrimination Complaint Procedures
  - f. Sanctions

This action will also fulfill the Title VI requirements for other federally funded programs and projects.

## **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 adoption of the resolution regarding Title VI of the Civil Rights Act and designate the City Administrator as the Title VI Coordinator responsible for managing the Title VI Civil Rights process.

## **Sample Motion**

Move to approve the adoption of the resolution and designate the City Administrator as the Title VI Coordinator responsible for managing the Title VI – Civil Rights process.

**TITLE VI  
NONDISCRIMINATION AGREEMENT  
UNDER 100,000**

**Nebraska State Department of Roads  
and the  
City of Grand Island  
as a Local Public Agency**

**Policy Statement**

The Local Public Agency, hereinafter referred to as the "LPA," assures that no person shall on the grounds of race, color, national origin, age, disability/handicap or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988.)

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this Federal financial assistance.

In the event the LPA distributes federal aid funds to a sub-recipient, the LPA will include Title VI language in all written agreements and will monitor for compliance.

The LPA's City Administrator, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

**Title VI Coordinator**

Title:	Grand Island City Administrator
Phone Number (Voice/TDD):	308-385-5444 extension 140
Office Address:	100 E 1 <sup>st</sup> Street, Grand Island, Nebraska 68801
Days/Hours Available:	Monday through Friday / 8:00 a.m. to 5:00 p.m.

## **Title VI Program**

### **Organization and Staffing**

Pursuant to 23 CFR 200, (LPA) has appointed a Title VI Coordinator who is responsible for Attachment 1, which describes the hierarchy for (LPA)'s Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

### **Standard DOT Assurances**

#### **49 CFR Part 21.7**

The (LPA) hereby gives assurances:

That no person shall on the grounds of race, color, national origin, age, disability/handicap and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the LPA regardless of whether those programs and activities are Federally funded or not.

2. The (LPA), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.
3. That the LPA shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the LPA shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the LPA receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the LPA receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

7. That the LPA shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the LPA with other parties.
8. That this assurance obligates the LPA for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the LPA or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the LPA retains ownership or possession of the property.
9. The LPA shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The LPA agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the LPA Department of Transportation and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the LPA.

**CITY OF GRAND ISLAND:**

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**JEFF PEDERSON, CITY ADMINISTRATOR**

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**DATE**

## Implementation Procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

- 1) grants and loans of Federal funds,
- 2) the grant or donation of Federal property and interest in property,
- 3) the detail of Federal personnel,
- 4) the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA, and
- 5) any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The LPA shall:

- a) Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the general public. Such information shall be published where appropriate in languages other than English.
- b) Take affirmative action to correct any deficiencies found by NDOR or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
- c) Designate a coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
- d) Develop and implement a community outreach and public education program.
- e) Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, will be forwarded to NDOR's Highway Civil Rights Coordinator within 10 days of the date the complaint was received by the LPA.
- f) Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the LPA.
- g) Conduct Title VI reviews of the LPA and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
- h) Conduct training programs on Title VI and related statutes.

- i) Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.
  - 1) Annual Work Plan  
Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.
  - 2) Accomplishment Report  
List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against sub-recipients, as well as a summary of complaint and actions taken.

## **Discrimination Complaint Procedures – Allegations of Discrimination in Federally Assisted Programs or Activities**

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the LPA. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the LPA's Title VI Coordinator for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
  - a) The date of alleged act of discrimination; or
  - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the LPA or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the LPA's investigative procedures.
4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of procedures to be followed, and advise the complainant of other avenues of redress available, such as NDOR and USDOT.
5. The LPA will advise NDOR within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to NDOR:
  - a) Name, address, and phone number of the complainant.
  - b) Name(s) and address (es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin or sex)
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or Federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue raised in the complaint.
6. NDOR will forward the complaint to FHWA. FHWA Office of Civil Rights will determine the appropriate individual and/or organization to conduct the investigation.
7. Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the LPA. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
8. Within 90 days of receipt of the complaint, the head of the LPA will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with NDOR, or USDOT, if they are dissatisfied with the final decision rendered by the LPA. The Title VI Coordinator will also provide NDOR with a copy of this decision and summary of findings upon completion of the investigation.

9. Any complaints received against the LPA should immediately be forwarded to NDOR for investigation. The LPA will not investigate any complaint in which it has been named in the complaint.
10. Contacts for the different Title VI administrative jurisdictions are as follows:

Nebraska Department of Roads  
Human Resources, Title VI Program  
1500 Highway 2, P.O. Box 94759  
Lincoln, NE 68509-4759  
(402) 479-4870

Federal Highway Administration  
Nebraska Division Office  
100 Centennial Mall North  
Lincoln, NE 68508  
(402)437-5765



## Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the NDOR may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

### NEBRASKA DEPARTMENT OF ROADS:

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Signature

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Civil Rights Coordinator  
Title

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Date

### CITY OF GRAND ISLAND:

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Signature

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Title

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Date

## APPENDIX A

***During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:***

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (*Recipient*) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (*Recipient*), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (*Recipient*) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (*Recipient*) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (*Recipient*) to enter into such litigation to protect the interests of the (*Recipient*), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

- A. The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### (GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the *(Name of Recipient)* will accept title to the lands and maintain the project constructed thereon, in accordance with *(Name of Appropriate Legislative Authority)*, the Regulations for the Administration of *(Name of Appropriate Program)* and the policies and procedures prescribed by FHWA, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *(Name of Recipient)* all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto *(Name of Recipient)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the *(Name of Recipient)*, its successors and assigns.

The *(Name of Recipient)*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, sex, age, and disability/handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,] [and] (2) that the *(Name of Recipient)* shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

## APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the *(Name of Recipient)* pursuant to the provisions of Assurance 6(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, *(Name of Recipient)* shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deed.]\*

That in the event of breach of any of the above nondiscrimination covenants, *(Name of Recipient)* shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of *(Name of Recipient)* and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by *(Name of Recipient)* pursuant to the provisions of Assurance 6(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, *(Name of Recipient)* shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, *(Name of Recipient)* shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of *(Name of Recipient)* and its assigns.

**RESOLUTION**  
**TITLE VI – CIVIL RIGHTS**

**CITY OF GRAND ISLAND**  
Resolution Number 2010-77

**Whereas:** Certain transportation facilities (roads, streets, trails, and others) in the CITY OF GRAND ISLAND have been designated as being eligible for federal funds by the Federal Highway Administration in compliance with federal laws pertaining thereto;

**Whereas:** The CITY OF GRAND ISLAND desires to continue to participate in Federal-Aid transportation construction programs;

**Whereas:** The Nebraska Department of Roads as a recipient of said Federal funds is charged with oversight of the expenditures of said funds;

**Whereas:** The CITY OF GRAND ISLAND as a sub-recipient of said Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal and State law, the rules and regulations of the Federal Highway Administration, the requirements of the Local Public Agency (LPA) Guidelines Manual of the Nebraska Department of Roads and the Title VI – Civil Rights Agreement between the CITY OF GRAND ISLAND and the Nebraska Department of Roads; and

**Whereas:** The CITY OF GRAND ISLAND understands that the failure to meet all requirements for federal funding could lead to a project(s) being declared ineligible for federal funds, which could result in the CITY OF GRAND ISLAND being required to repay some or all of the federal funds expended for a project(s).

**Be It Resolved:** The CITY OF GRAND ISLAND does hereby adopt and bind itself to comply with all applicable federal law, including the rules and regulations of the Federal Highway Administration, all applicable state law and rules and regulations (Nebraska Administrative Code) and the requirements of the LPA Guidelines Manual of the Nebraska Department of Roads and the – Civil Rights Agreement between the CITY OF GRAND ISLAND and the Nebraska Department of Roads.

**Be It Further Resolved:** The CITY OF GRAND ISLAND does hereby designate the following as responsible for the management of the Title VI – Civil Rights process: CITY ADMINISTRATOR.

Adopted this 23rd day of March, 2010 at \_\_\_\_\_ Nebraska.  
(Month) (Year)

The City Council of the **CITY OF GRAND ISLAND**

Jose Zapata	Robert Niemann
Peg Gilbert	Scott Dugan
Kirk Ramsey	Robert Meyer
Larry Carney	Mitch Nickerson
Chuck Haase	John Gericke

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the motion  
Roll Call: \_\_\_ Yes \_\_\_ No \_\_\_ Abstained \_\_\_ Absent  
Resolution adopted, signed and billed as adopted

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G10

**#2010-78 - Approving the Adoption of the Resolution to Comply with American's with Disability Act (ADA) and Section 504 of the Rehabilitation Act**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** March 23, 2010

**Subject:** Approving the Adoption of a Resolution to Comply with Section 504 of the Rehabilitation Act (Section 504) and the American's with Disability Act (ADA)

**Item #'s:** G-10

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

## **Background**

Grand Island is a Local Public Agency (LPA) in the State of Nebraska receiving federal transportation funding from the Federal Highway Administration (FHWA). The NDOR administers those funds to the city following guidelines detailed in the LPA manual.

The City Council passed a resolution at the October 27, 2009 meeting for the following four administration components:

- Consultant selection process
- National Environmental Policy Act (NEPA)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act)
- Financial Management Systems (certification attached to resolution)

As a sub-recipient of federal funding, the City of Grand Island is also required to have a policy and implementation plan for Section 504 of the Rehabilitation Act of 1973 & the American's with Disability Act of 1990 (ADA) in order to advance or receive funds for federal-aid projects.

At tonight's meeting council is being asked to also approve the adoption of a resolution to comply with the requirements in Title VI of the Civil Rights Act of 1964.



## **Discussion**

If a governmental department receives even one dollar of Federal assistance, then all of the programs and activities of that governmental department are covered by Section 504 and the ADA.

For federal aid transportation projects, the NDOR has stipulated that LPA's take the following steps regarding Section 504 and the ADA:

1. Pass a resolution that:
  - a. Adopts and binds itself to comply with applicable laws, rules, regulations and requirements of ADA and Section 504
  - b. Designates a Section 504/ADA Compliance Coordinator.
2. Adopt a policy for Section 504/ADA Compliance that includes:
  - a. A Policy Statement
  - b. Authorities
  - c. Section 504/ADA Compliance Coordinator Responsibilities
  - d. Notice to the Public
  - e. Performance of an annual Self Evaluation
  - f. Implementation of a Transition Plan
  - g. Complaint Procedures
  - h. Reasonable

This action will also fulfill the Section 504 and ADA requirements for other federally funded programs and projects.

## **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 adoption of the resolution regarding Section 504/ADA and designate the City Administrator as Section 504/ADA Compliance Coordinator responsible for managing the Section 504/ADA process.

### **Sample Motion**

Move to approve the adoption of the resolution on Section 504/ADA and designate the City Administrator as the Section 504/ADA Compliance Coordinator.

## **LOCAL PUBLIC AGENCY CITY OF GRAND ISLAND**

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### **SECTION 504 – REHABILITATION ACT OF 1973 AMERICANS WITH DISABILITIES ACT OF 1990**

#### **POLICY STATEMENT**

The CITY OF GRAND ISLAND will ensure that no qualified disabled individual shall, solely on the basis of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any of its programs, services, or activities as provided by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA). The CITY OF GRAND ISLAND further ensures that every effort will be made to provide nondiscrimination in all of its programs or activities regardless of the funding source.

For this purpose, a disabled person is defined as any person who:

- Has a physical or mental impairment that substantially limits one or more major life activities,
- Has a record of such an impairment, or
- Is regarded as having such an impairment

#### **AUTHORITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, provides that “No otherwise qualified disabled individual in the United States, as defined in section 7(6), shall, solely by reason of his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

29 USC 794 (October 29, 1992 to the Rehabilitation Act of 1973) substitutes “a disability” for “handicaps” and “disability” for “handicap”.

49 CFR Part 27.13 (Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance) states, “This part applies to each recipient of Federal financial assistance from the Department of Transportation and to each program or activity that receives or benefits from such assistance”.

49 CFR Part 28.102 (Enforcement of Nondiscrimination on the Basis of Disability in Programs or Activities Conducted by the Department of Transportation) states, “This part applies to all programs or activities conducted by the Department of Transportation except for programs and activities conducted outside the United States that do not involve individuals with disabilities in the United States.”

28 CFR Part 35 (Judicial Administration) states that: “The purpose of this part is to effectuate Subtitle A of Title II of the ADA which prohibits discrimination on the basis of disabilities by public entities.

49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance) states, “The purpose of this part is to carry out the intent of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) as amended, to the end that no otherwise qualified disabled individual in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

49 CFR Part 28-140 (Employment) states that, “(a) No qualified individual with disabilities shall, on the basis of disability, be subjected to discrimination in employment under any program or activity conducted by the Department,” and “(b) The definitions, requirements, and procedures of Section 504 of the Rehabilitation Act of 1973 (29 USC 791), as established by the Equal Employment Opportunity Commission in 29 CFR part 1613, shall apply to employment in federally conducted programs or activities.

29 CFR Part 1613 (Equal Employment Opportunity in the Federal Government) states that: "It is the policy of the Government of the United States . . . to provide equal opportunity in employment for all persons to prohibit discrimination in employment because of race, color, religion, sex, or national origin and to promote the full realization of equal employment opportunity through a continuing affirmative program in each agency."

42 USC Part 12101-12213 (The Americans with Disabilities Act of 1990) states that: "No covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment."

## ORGANIZATION

The Section 504 / ADA Compliance Coordinator for the city of Grand Island is the CITY ADMINISTRATOR.

## SECTION 504 / ADA COMPLIANCE COORDINATOR RESPONSIBILITIES

- Monitoring the LPAs current policies and practices for implementing 504/ADA
- Identifying shortcomings in compliance and developing remedies
- Evaluating remedial steps taken to eliminate the effects of discrimination
- Monitoring complaint procedures that incorporate appropriate due process standards and providing for prompt and equitable resolutions of complaints alleging an action prohibited by 504/ADA
- Processing the disposition of complaints filed under 504/ADA
- Ensuring agency compliance with 504/ADA
- Collaborating and coordinating with the heads of major divisions and departments to enable 504/ADA compliance efforts
- Establishing and maintaining collaborative relationships with critical external stakeholders, such as disability advocacy groups and organizations.
- Monitoring the agency's 504/ADA Transition Plan to ensure that all department facilities remain in compliance with applicable accessibility standards.
- Monitoring established procedures to ensure that requested auxiliary aids are provided for persons
- Conducting annual reviews of 504/ADA program areas.
- Conducting 504/ADA training programs for managers and employees
- Preparing a report of 504/ADA accomplishments and problem areas for the NDOR Annual Report to FHWA
- Monitoring the preparation of 504/ADA information for dissemination to the general public, including the "Notice to the Public" offer to provide reasonable accommodation, upon request.
- Identifying, investigating, and eliminating 504/ADA discrimination when found to exist.

## SECTION 504/ADA NOTICE TO PUBLIC

*The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.*

*This notice is provided as required by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990. Questions, complaints, or requests for additional information or accommodation regarding Section 504 and the ADA may be forwarded to the designated Section 504/ADA Compliance Coordinator:*

Name and Title:	Jeff Pederson, City Administrator
Phone Number (Voice/TDD):	308-385-5444 extension 140
Office Address:	100 E 1 <sup>st</sup> Street, Grand Island, Nebraska 68801
Days/Hours Available:	Monday through Friday / 8:00 a.m. to 5:00 p.m.

## **SECTION 504/ADA SELF-EVALUATION**

The city will perform a self evaluation of the Section 504/ADA process by July 1<sup>st</sup> of each calendar year.

## **SECTION 504/ADA TRANSITION PLAN**

A Section 504/ADA transition plan was developed for accessibility in the public Right-Of-Ways in 2009. The city will perform a self evaluation of progress on the Section 504/ADA transition plan by July 1<sup>st</sup> of each calendar year.

## **COMPLAINT PROCEDURES**

1. Any person who believes that they, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the LPA. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the City of Grand Island's Section 504/ADA Compliance Coordinator for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
  - a) The date of alleged act of discrimination; or
  - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the LPA or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the person shall be interviewed by the Section 504/ADA Compliance Coordinator. If necessary, the Section 504/ADA Compliance Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the LPA's investigative procedures.
4. Within 10 days, the Section 504/ADA Compliance Coordinator will acknowledge receipt of the allegation, inform the complainant of procedures to be followed, and advise the complainant of other avenues of redress available, such as NDOR, USDOT or other applicable federal agency.
5. The LPA will advise NDOR (or other applicable federal agency) within 10 days of receipt of the allegations. Generally, the following information will be included in every notification:
  - a) Name, address, and phone number of the complainant.
  - b) Name(s) and address (es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin or sex)
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or Federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue raised in the complaint.
6. If the complaint involves a federal aid transportation project, the NDOR will forward the complaint to FHWA. The FHWA Office of Civil Rights will determine the appropriate individual and/or organization to conduct the

investigation. If the complaint involves a federal aid program or project that it not transportation related, the city will forward the complaint to the appropriate state or federal agency administering the grant.

7. Within 60 days, the Section 504/ADA Compliance Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the LPA. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
8. Within 90 days of receipt of the complaint, the head of the LPA will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with NDOR, USDOT or other applicable federal agency, if they are dissatisfied with the final decision rendered by the LPA. The Section 504/ADA Compliance Coordinator will also provide NDOR (or other applicable state or federal agency) with a copy of this decision and summary of findings upon completion of the investigation.
9. Any complaints received against the LPA should immediately be forwarded to NDOR (or other applicable federal agency) for investigation. The LPA will not investigate any complaint in which it has been named in the complaint.
10. Questions, complaints or requests for additional information or accommodation regarding Section 504 and the ADA may be forwarded to the Section 504/ADA Compliance Coordinator:

Name and Title: Jeff Pederson, City Administrator  
Phone Number (Voice/TDD): 308-385-5444 extension 140  
Office Address: 100 E 1<sup>st</sup> Street, Grand Island, Nebraska 68801  
Days/Hours Available: Monday through Friday / 8:00 a.m. to 5:00 p.m.

## REASONABLE ACCOMMODATION PROCEDURES

The city will develop reasonable accommodation procedures before July 1<sup>st</sup> of 2010 for incorporation into this policy.

## ASSURANCES

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the CITY OF GRAND ISLAND desiring to avail itself of federal financial assistance from the US Department of Transportation (or other applicable federal agency), hereby gives assurance that no qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The *CITY OF GRAND ISLAND* further assures that its programs will be conducted, and its facilities operated, in compliance with all requirements imposed by or pursuant to 49 CFR Part 27, 28 CFR Part 35 and 42 USC 12101-12213.

Adopted this 23<sup>rd</sup> day of March, 2010 at Grand Island, Nebraska.

The City Council of the CITY OF GRAND ISLAND

Jose Zapata	Robert Niemann
Peg Gilbert	Scott Dugan
Kirk Ramsey	Robert Meyer
Larry Carney	Mitch Nickerson
Chuck Haase	John Gericke

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the motion  
Roll Call: \_\_\_ Yes \_\_\_ No \_\_\_ Abstained \_\_\_ Absent  
Resolution adopted, signed and billed as adopted

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

**NDOR USE ONLY**

Date Received: \_\_\_\_\_

Questionnaire Review:

NDOR Employee: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Next Step:

Letter of compliance: \_\_\_\_\_

Further review required: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# RESOLUTION

## Section 504 of the Rehabilitation Act of 1973 & Americans with Disabilities Act of 1990

**CITY OF GRAND ISLAND**

Resolution Number 2010-78

**Whereas:** Certain transportation facilities (roads, streets, trails, and others) in the CITY OF GRAND ISLAND have been designated as being eligible for federal funds by the Federal Highway Administration in compliance with federal laws pertaining thereto;

**Whereas:** The CITY OF GRAND ISLAND desires to continue to participate in Federal-Aid transportation construction programs;

**Whereas:** The Nebraska Department of Roads as a recipient of said Federal funds is charged with oversight of the expenditures of said funds;

**Whereas:** The CITY OF GRAND ISLAND as a sub-recipient of said Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal and State law, the rules and regulations of the Federal Highway Administration, the requirements of the Local Public Agency (LPA) Guidelines Manual of the Nebraska Department of Roads and the Americans with Disabilities/Section 504 Policy of the CITY OF GRAND ISLAND and;

**Whereas:** The CITY OF GRAND ISLAND understands that the failure to meet all requirements for federal funding could lead to a project(s) being declared ineligible for federal funds, which could result in the CITY OF GRAND ISLAND being required to repay some or all of the federal funds expended for a project(s).

**Be It Resolved:** The City Council for the CITY OF GRAND ISLAND does hereby adopt and bind itself to comply with all applicable federal law, including the rules and regulations of the Federal Highway Administration, all applicable state law and rules and regulations (Nebraska Administrative Code) and the requirements of the LPA Guidelines Manual of the Nebraska Department of Roads and the Section 504/ Americans with Disabilities Policy of the CITY OF GRAND ISLAND.

**Be It Further Resolved:** The CITY OF GRAND ISLAND CITY COUNCIL does hereby designate the CITY ADMINISTRATOR as the Section 504/ADA Compliance Coordinator to be responsible for the management of the Section 504/ADA process.

Adopted this 23<sup>rd</sup> day of March, 2010 at Grand Island, Nebraska.

The City Council of the CITY OF GRAND ISLAND

Jose Zapata	Robert Niemann
Peg Gilbert	Scott Dugan
Kirk Ramsey	Robert Meyer
Larry Carney	Mitch Nickerson
Chuck Haase	John Gericke

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the motion  
Roll Call: \_\_\_ Yes \_\_\_ No \_\_\_ Abstained \_\_\_ Absent  
Resolution adopted, signed and billed as adopted

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G11

**#2010-79 - Approving Bid Award for One (1) 2010 Model, 127  
Cubic Yard Solid Waste Transfer Trailer**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** March 23, 2010

**Subject:** Approving Bid Award for One (1) 2010 Model, 127 Cubic Yard Solid Waste Transfer Trailer

**Item #'s:** G-11

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

## **Background**

On February 20, 2010 the Solid Waste Division of the Public Works Department advertised for a 127 Cubic Yard Solid Waste Transfer Trailer. There were nine (9) potential bidders.

## **Discussion**

Two (2) bids were received and opened on March 10, 2010. The Solid Waste Division of the Public Works Department reviewed the bids that were received. The transfer trailer bid by STECO of Morris, MN meets all of the specifications. Neither of the bidders noted any exceptions.

<b>Bidder</b>	<b>Base Price</b>	<b>Trade-In</b>	<b>Bid Price After Trade-In</b>
STECO of Morris, MN	\$58,100.00	\$19,500.00	\$38,600.00
Wilkens Industries, Inc. of Morris, MN	\$60,365.00	\$18,500.00	\$41,865.00

This unit is a front-line piece of equipment for the Solid Waste Division and is used in the daily operations of the Transfer Station primarily for transporting garbage from the Transfer Station to the Landfill. It is important to continue the scheduled replacement of this equipment in order to prevent unnecessary down-time so that the Division can continue to serve the commercial haulers and residential customers without interruption.

## **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 purchase of the 127 Cubic Yard Solid Waste Transfer Trailer from STECO of Morris, MN at a base price of \$58,100.00, with a trade-in amount of \$19,500.00, for a net cost of \$38,600.00.

## **Sample Motion**

Move to approve purchase of the 127 Cubic Yard Solid Waste Transfer Trailer from STECO of Morris, MN.

*Purchasing Division of Legal Department*  
**INTEROFFICE MEMORANDUM**



Wes Nespor, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 10, 2010 at 2:00 p.m.

**FOR:** (1) 2010, 127 Cubic Yard Solid Waste Transfer Trailer

**DEPARTMENT:** Public Works

**ESTIMATE:** \$80,000.00

**FUND/ACCOUNT:** 50530040-85625

**PUBLICATION DATE:** February 20, 2010

**NO. POTENTIAL BIDDERS:** 9

**SUMMARY**

<b>Bidder:</b>	<u>Wilkens Industries, Inc.</u>	<u>STECO</u>
	Morris, MN	Morris, MN
<b>Bid Security:</b>	\$2,094.00	\$2,100.00
<b>Exceptions:</b>	None	None
<b>Base Price:</b>	\$60,365.00	\$58,100.00
<b>Trade-In:</b>	\$18,500.00	\$19,500.00
<b>Warranty:</b>	<u>No Charge</u>	<u>No Charge</u>
<b>Total Bid:</b>	\$41,865.00	\$38,600.00
<b>Delivery Date:</b>	45 – 60 Days	90 Days

cc: Steve Riehle, Public Works Director  
Dale Shotkoski, City Attorney  
Jeff Pederson, City Administrator

Catrina DeLosh, PW Admin. Assist.  
Jeff Wattier, Solid Waste Superintendent

**P1403**

RESOLUTION 2010-79

WHEREAS, the City Of Grand Island invited sealed bids for one (1) 2010 model, 127 Cubic Yard Solid Waste Transfer Trailer, according to plans on file with the Public Works Department; and

WHEREAS, on March 10, 2010 bids were received, opened and reviewed; and

WHEREAS, STECO of Morris, Minnesota submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, at a base price of \$58,100.00, with a trade-in amount of \$19,500.00; and

WHEREAS, the base bid of STECO's is less than the estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of STECO of Morris, Minnesota, at a base price of \$58,100.00, with a trade-in amount of \$19,500.00 for a 2010 model, 127 Cubic Yard Solid Waste Transfer Trailer is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G12

**#2010-80 - Approving Bid Award for Water Main Project 2010-W-1 - Poplar Street from 9th Street to 12th Street**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director  
Dale Shotkoski, City Attorney

**Meeting:** March 23, 2010

**Subject:** Water Main Project 2010-W-1  
Poplar Street – 9<sup>th</sup> Street to 12<sup>th</sup> Street

**Item #'s:** G-12

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

## **Background**

A part of the City's Comprehensive Plan, dated July 13, 2004, provides for the installation of necessary infrastructure to allow for the development of residential lots. Pursuant to the Plan's objectives, the Community Redevelopment Authority and the City have entered into an agreement for the redevelopment of Poplar Street between 9<sup>th</sup> Street and 12<sup>th</sup> Street. The specifics of the agreement are for the installation of an 8" water main and related water service taps for existing and anticipated development in the area.

The new water main will allow construction of four to seven single family homes on vacant lots adjacent to the project. Currently, Habitat for Humanity is in the process of preparing to construct new homes at the corner of 11<sup>th</sup> Street and Poplar Street.

Tax increment financing will pay for the installation of the water infrastructure. The Authority will use general funds on hand to pay for plan preparation and legal fees; for water line installation and engineering, and for cost reimbursement for the office of the City Treasurer for accounting. These funds will be repaid from the Tax Increment Revenues generated from the project. The largest increase will come from the new housing on the lots that benefit from the new water line.

## **Discussion**

Contract specifications and plans were prepared the Project. The bidding documents were advertised in accordance with City Procurement Codes and fifteen construction firms received copies. Three bids were received and publicly opened at 2:00 p.m. on March 11, 2010. The tabulation is below:



Bidder	Exceptions	Bid
General Excavating Lincoln, NE	None	\$123,719.10
K2 Construction Lincoln, NE	None	\$ 98,082.97
The Diamond Engineering Co. Grand Island, NE	None	\$ 89,287.08

The received bids have been reviewed and evaluated. The low bid from Diamond Engineering Company is complete and without exceptions. Their bid is below the Agreement's project estimate of \$130,000 for water main construction and meets all City contract requirements.

### **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 bid award for Water Main Project 2010-W-1 to Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$89,287.08.

### **Sample Motion**

Move to approve the bid award for Water Main Project 2010-W-1 to Diamond Engineering.

*Purchasing Division of Legal Department*  
**INTEROFFICE MEMORANDUM**



Wes Nespor, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 11, 2010 at 2:00 p.m.

**FOR:** Water Main Project 2010-W-1

**DEPARTMENT:** Utilities

**ESTIMATE:** \$165,000.00

**FUND/ACCOUNT:** 525

**PUBLICATION DATE:** February 16, 2010

**NO. POTENTIAL BIDDERS:** 15

**SUMMARY**

<b>Bidder:</b>	<b><u>K2 Construction</u></b> Lincoln, NE	<b><u>Diamond Engineering Co.</u></b> Grand Island, NE
<b>Bid Security:</b>	International Fidelity Ins. Co.	Universal Surety Company
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	<b>\$98,082.97</b>	<b>\$89,287.08</b>

<b>Bidder:</b>	<b><u>General Excavating</u></b> Lincoln, NE
<b>Bid Security:</b>	Universal Surety Company
<b>Exceptions:</b>	None
<b>Bid Price:</b>	<b>\$123,719.10</b>

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

Bob Smith, Assist. Utilities Director  
Pat Gericke, Utilities Admin. Assist.  
Tom Barnes, Utilities Engineer

RESOLUTION 2010-80

WHEREAS, the City Water Department invited sealed bids for Water Main Project 2010-W-1, Poplar Street from 9<sup>th</sup> Street to 12<sup>th</sup> Street; and

WHEREAS, on March 11, 2010, 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, in the amount of \$89,287.08; and

WHEREAS, the bid of Diamond Engineering of Grand Island, Nebraska, is less than the estimate for Water Main Project 2010-W-1, Poplar Street from 9<sup>th</sup> Street to 12<sup>th</sup> Street.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Diamond Engineering of Grand Island, Nebraska, in the amount of \$89,287.08 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G13

**#2010-81 - Approving the Agreement to Allow Project for Invasive Plant Control and River Restoration between the City of Grand Island and the Platte Valley Weed Management Area**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director  
Dale Shotkoski, City Attorney

**Meeting:** March 23, 2010

**Subject:** Control of Noxious Weeds in the Platte River Wellfield

**Item #'s:** G-13

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

## **Background**

Phragmites Australis is a perennial grass species found along rivers, streams, flood plains, and lakeshores in Nebraska. Up to 20 feet tall, dense stands of this non-native Phragmites 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.

On April 15<sup>th</sup>, 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.

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. Phragmites species had become abundant in this channel and threatened to reduce or redirect necessary water flow.

## **Discussion**

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 strives to control the invasive Phragmites species and was awarded an initial funding grant from the Nebraska Department of Agriculture to assist in that effort. The initial agreement with PVWMA was approved in August, 2008. In 2008, much of the

river was severely overgrown with this very aggressive plant species. The initial control work was focused on physically removing the heavy growth in the river channels by mowing and chopping. Clearing work was completed in the fall of 2008, including the area adjacent to the City Wellfield. In early 2009, a herbicide application was made to prevent re-growth. Additional herbicide applications are recommended to successfully control re-growth in the cleared areas.

The Phragmites control program has received additional grant funding. PVWMA is requesting a renewal of the Agreement to Allow Project for Invasive Plant Control and River Restoration to treat Phragmites and other invasive species, again at no cost to the landowners. The proposed new agreement is the same as the initial agreement, but with an extended expiration date.

### **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 consent to allow PVWMA to control *Phragmites australis* and other invasive species in the Platte River adjacent to the wellfield.

### **Sample Motion**

Move to approve the Agreement to Allow Project for Invasive Plant Control and River Restoration to allow PVWMA to control Phragmites Australis and other invasive species in the Platte River adjacent to the Wellfield as submitted.



## **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 April 1, 2010 to December 31, 2012. 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.**

\_\_\_\_\_  
Dale Shotkoski, Attorney for the City

**Date:** \_\_\_\_\_

RESOLUTION 2010-81

WHEREAS, Phragmites Australis is an aggressive invasive plant species; and

WHEREAS on April 15, 2008, the Nebraska Department of Agriculture Director designated Phragmites Australis as a noxious weed; and

WHEREAS the Platte River channel adjacent to the Grand Island Municipal Wellfield is over grown by this and other noxious weeds; and

WHEREAS the Platte Valley Weed Management Area (PVWMA) provides removal of invasive and noxious weed species in the central Platte River drainage area; and

WHEREAS PVWMA wishes to access City owned property to remove Phragmites Australis and other noxious weeds on City property; and

WHEREAS, the **Agreement to Allow Project for Invasive Plant Control and River Restoration** between the Platte Valley Weed Management Area and the City of Grand Island is at no cost to the City; and

WHEREAS, it is in the best interests of the City to participate in this service; and

WHEAREAS, the proposed agreement has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the **Agreement to Allow Project for Invasive Plant Control and River Restoration** is hereby approved, and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

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Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G14

**#2010-82 - Approving Issuance of Building Permit to the Nebraska State Fair Board for Two Storage Buildings Located at 1525 South Locust Street**

Staff Contact: Craig Lewis

# **Council Agenda Memo**

**From:** Craig A. Lewis, Building Department Director

**Meeting:** March 23, 2010

**Subject:** Request of Nebraska State Fair Board for Approval of a Resolution to Allow the Building Department to Issue a Building Permit for Construction of Two Storage Buildings at 1525 South Locust Street

**Item #'s:** G-14

**Presenter(s):** Craig Lewis, Building Department Director

## **Background**

This request is for City Council approval of a resolution to allow the Building Department to issue a building permit for the construction of two storage buildings on a tract of land that does not have frontage on a public road or dedicated street.

Section 8-22 of the City Code states in part; no permit shall be issued by the Building Department unless and until authorized by resolution of the City Council in any one or more of the following cases: (1). Where the real property described in the application for permit does not front upon a dedicated street or public road.

The application identifies the proposed construction site as a tract of land being the east 126' of Lot 1, Fonner Second Subdivision, that tract of land does not front on Locust Street and is located approximately 700' east of Locust Street along the Locust Street entrance to Fonner Park.

## **Discussion**

The City code provides for City Council deliberation as to the prudence of issuing building permits on tracts of land that do not front on a dedicated road to provide access for such necessary services as Police, Fire, and Public Utilities.

This proposal has been accompanied by a request to approve an access easement to serve as a public access to provide for accessibility to the site. This easement has included the

City of Grand Island as a participant such that it may not be vacated without the approval of the City in the future.

The allowance of an easement to provide access to a tract of land would not be as a general rule the preferred method as the subdivision process and dedication of public streets provide for public access to land.

This request is to allow for access to two storage buildings that will facilitate the operation of the State Fair on the adjacent Fonner Park property. Because of the limited availability of an adjacent public way and the proposed use as a storage facility for the State Fair the request appears reasonable.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the request and authorize the issuance of a building permit for the two storage buildings.

### **Sample Motion**

Move to approve the request and authorize by resolution the Building Department to issue building permits for the construction of two storage buildings on the property identified as the east 126' of Lot 1, Fonner Second Subdivision.

RESOLUTION 2010-82

WHEREAS, The Nebraska State Fair Board submitted a request for a building permit to construct two storage buildings on a tract of land identified as the east 126 feet of Lot 1 Fonner Second Subdivision, Grand Island Ne.; and

WHEREAS, such tract of land does not front on a dedicated public Right of Way; and

WHEREAS, City code section 8-22 provides that no permits shall be issued by the Building Department until authorized by resolution of the city Council when the real property does not front upon a dedicated street or public road.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Grand Island Building Department be authorized to issue a building permit for two storage buildings on the tract of land identified as the east 126 feet of Lot 1 Fonner Second Subdivision, Grand Island, NE.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item G15**

**#2010-83 - Approving Contract with US Cellular for Cellular Telephone Services for the Police Department**

**Staff Contact: Steve Lamken**



# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** March 23, 2010

**Subject:** Cellular Phone Service

**Item #'s:** G-15

**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The Police Department cell phones and service has been provided under the State of Nebraska contract with Verizon Wireless for cost per minute plans. The Department also has several phones on Verizon's Friends and Family plan that provide additional services. The Police Department has experienced difficulties with responsiveness to service and the quality of service received from Verizon. The Department is recommending changing our cellular service to U.S. Cellular. The service with U.S. Cellular for cost per minute would be provided under State contract #29038(04). Phones with additional services would be provided under U.S. Cellular's Biz Share plan.

## **Discussion**

Cellular telephones are a valuable tool used extensively in Police work and especially in investigations. Members of the Police Department routinely use cellular phones to perform duties. They have become a necessity in conducting investigations.

The Police Department cellular phone service is currently through Verizon. The Department has several cell phones that are on a State contract cost per minute plan and several phones on Verizon's Friends and Family plan that provides additional services such as texting and State or nation wide coverage.

The Police Department's cellular telephone service has been through Verizon for the past year. During this period the Department has had difficulty with receiving service and the quality of service received. All service is required to go through the State of Nebraska Department of Communications and a State certified service provider. Verizon does not have a State certified service provider in Grand Island. The Grand Island Verizon service center will not perform any services until receiving authorization from Lincoln. Once they receive authorization, we must go to the Verizon center and wait in line for service. This creates delays and multiple steps when requiring service. Replacement cell phones are specified under the State contract and are mailed out from Lincoln when one of our phones is

inoperable. We are required to mail the inoperable phone to Lincoln. We have found the replacement phones to be of low quality and one of them has already failed within months of being put into service. The Verizon representative was unresponsive when we attempted to discuss these issues and possible remedies such as local service with them.

The Department reviewed other plans available for cellular service in Grand Island. U.S. Cellular also has a State contract, #29038(04) for providing cost per minute cellular services. U.S. Cellular provides a plan, Biz Share that is cost competitive with and in some areas exceeds Verizon's Friends and Family plan. The Biz Share plan provides unlimited free texting and does not charge for incoming calls. The total cost difference of the services under the Verizon and U.S. Cellular plans appears to be revenue neutral. U.S. Cellular's cellular coverage is compatible to Verizon.

U.S. Cellular provides a State certified service provider in Grand Island. The Department can take phones directly to the service provider or in some cases the service provider would come to the Law Enforcement Center to provide assistance. Phone repair and replacement are handled immediately in Grand Island. The replacement cell phones provided by U.S. Cellular are comparable in quality to the phones currently in use in the Department which have proved to be reliable. U.S. Cellular is providing five spare phones to the Police Department that can be put into service if needed without requiring the purchase of a phone. The cost of replacement phones that are out of contract is less than the Verizon replacement phones.

The Police Department recommends contracting with U.S. Cellular for Police Department cellular phone service. The cost of the service is revenue neutral and U.S. Cellular can provide better and more responsive service to the Department.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Police Department contracting with U.S. Cellular for cellular telephone service.

### **Sample Motion**

Move to approve the Police Department contract with U.S. Cellular for cellular telephone services.



## **Proposal and Cellular Service Agreement**

Between

**U.S. Cellular<sup>®</sup>**

And

**Grand Island Police Dept.**

**Eric E. Pearson**  
Business Account Executive  
402-917-0319  
Eric.pearson@uscellular

**CONFIDENTIAL**  
Offer expires 03/24/2010



## AGREEMENT OVERVIEW

United States Cellular Corporation ("U.S. Cellular") is proud to offer this Cellular Service Agreement ("Agreement") to Grand Island Police Dept. U.S. Cellular<sup>®</sup> is a financially sound wireless provider that offers an advanced wireless network which has been aggressively expanded over the last 15 years. U.S. Cellular will continue to expand its network and seek opportunities to maintain U.S. Cellular's standing as a leader in the industry. U.S. Cellular will provide Grand Island Police Dept. with cost effective rate plans, products and services based on their business needs, and unmatched customer service and support.



## U.S. CELLULAR® INFORMATION

### The Company

Chicago-based U.S. Cellular Corporation (AMEX: USM) is a national wireless company, serving 6.2 million customers. With 2008 service revenues of \$3.9 billion, U.S. Cellular maintains one of the industry's highest levels of customer satisfaction by emphasizing customer support, quality network coverage and a comprehensive range of wireless products and services. The company is an active corporate citizen through charitable contributions, award-winning community relations programs and associate volunteer activities.

Founded in 1983, U.S. Cellular and its 9,000 associates are focused on total customer satisfaction, delivering excellent customer service, offering customers great products and services, and generating profitable growth for the company's investors.

U.S. Cellular provides its customers with superior support through its five state-of-the-art Customer Care Centers (CCC). These are located in Tulsa, OK; Cedar Rapids, IA; Waukesha, WI; Knoxville, TN; and Bolingbrook, IL. In addition to our Business Account Executives (BAEs), U.S. Cellular also operates over 400 retail locations nationwide and has more than 1,100 agent partners.

U.S. Cellular enjoys one of the highest customer retention rates in the industry. The company serves both individual and business customers with many different wireless products and services.

To ensure customers have exceptional call quality and clarity – as well as access to advanced data services – U.S. Cellular invests millions of dollars annually in technological enhancements to improve its networks. The company has converted its network to CDMA-1X digital technology and EV-DO rev. A (varies by market), adding more voice capacity, high-speed data products and features, and expanded coverage areas..

U.S. Cellular fully supports the Cellular Telecommunications and Internet Association's (CTIA) Consumer Code, which helps customers make informed choices when selecting wireless services and rate plans, and is proud to be recognized by the CTIA as a carrier permitted to display their official certification seal. We believe delivering complete customer satisfaction is our most important job and feel the CTIA's move to develop a formal code for wireless consumers will only enhance their wireless experience.



## TECHNOLOGY AND NETWORK

U.S. Cellular® has chosen CDMA (Code Division Multiple Access) 1XRTT and EV-DO rev. A as the primary technology for delivering outstanding voice and data service (technology varies by market). It is one of the most secure technologies available for wireless communication in the world today. CDMA is a "spread spectrum" technology, allowing many users to occupy the same time and frequency allocations, in a given band/space. CDMA systems have been in commercial use since 1995. CDMA networks operate in the 800 and 1900 MHz frequency bands with the primary markets in North America.

- **Outstanding Voice and Call Quality**

CDMA filters out background noise, cross-talk, and interference so you can enjoy crystal-clear voice quality, greater privacy, and enhanced call quality. Qualcomm's CDMA variable rate vocoder translates voice into digital transmissions, zeroes and ones, at the highest translation rates possible (8kbps or 13kbps). This allows for crystal clear voice and also maximizes your system capacity.

- **Greatest Coverage for Lower Cost**

CDMA's spread spectrum signal provides the greatest coverage in the wireless industry, allowing networks to be built with far fewer cell sites than is possible with other wireless technologies. Fewer cell sites translate to reduced operating expenses, which results in savings to both operators and consumers.

- **Packet Data**

CDMA networks are built with standard IP packet data protocols. Other networks require costly upgrades to add new data equipment in the network and will require new data phones. Standard cdmaOne phones already have TCP/IP and PPP protocols built into them.

- **Mobile Broadband**

Our CDMA infrastructure has recently allowed for implementation of EV-DO technology in some markets. The result is 3G technology that supports faster data rates and even greater network capacity. Download speeds with an EV-DO compatible handset or internet air card can range from 600kbps – 1 mbps and upload speeds range from 400 – 500 kbps. The result is faster access to critical information.

- **Longer Talk Time, Longer Battery Life and Smaller Phones**

You can leave your phone on with CDMA. CDMA uses power control to monitor the amount of power your system and handset need at any time. CDMA handsets typically transmit at the lowest power levels in the industry, allowing for longer battery life which results in longer talk time and standby time. CDMA handsets can also incorporate smaller batteries, resulting in smaller, lighter-weight phones. Easier to carry. Easier to use.



- **Fewer Dropped Calls**

CDMA's patented "soft handoff," method of passing calls between cells sharply reduces the risk of disruption or dropped calls during a handoff. The process of soft handoff leads to fewer dropped calls as 2 or 3 cells are monitoring your call at any given time.

- **Improved Security and Privacy**

CDMA's digitally encoded, spread spectrum transmissions resist eaves dropping. Designed with about 4.4 trillion codes, CDMA virtually eliminates cloning and other types of fraud.

- **Greater Capacity**

CDMA allows the largest number of subscribers to share the same radio frequencies, helping service provider's increase their profitability. CDMA uses spread spectrum technology which can provide up to 10-20 times the capacity of analog equipment and more than three times the capacity of other digital platforms. With dual-mode phones, CDMA is compatible with other technologies for seamless widespread roaming coverage.

- **Reduced Background Noise and Interference**

CDMA combines multiple signals and improves signal strength. This leads to the near elimination of interference and fading. Both electrical background noise (computer noise) and acoustic background noise (background conversations) are filtered out by using narrow bandwidth which corresponds to the frequency of the human voice. This keeps background noise out of your conversations.

- **Rapid Deployment**

CDMA systems can be deployed and expanded faster and more cost effectively than most wire line networks. And because they require fewer cell sites, CDMA networks can be deployed faster than other types of wireless networks.

- **Wide Product Selection**

Qualcomm has licensed CDMA technology to over 65 leading communications manufacturers' worldwide, enabling service providers and customers to choose from a wide range of highly advanced, cost-competitive, CDMA-based products.





## **SUMMARY OF U.S. CELLULAR® BENEFITS**

- Large network of retail locations that can provide battery swap service at no additional cost
- State-of-the-art wireless network.
- Complete portfolio of value-added corporate rate structures to meet the varying needs of our business customers.
- Specialized business customer support teams to work closely with customers to understand their business needs.
- Tenured, experienced Business Account Executives to recommend the best wireless plans and services for private-sector, business, and government customers.
- Specialized, dedicated Business Customer Service team available by toll free number, to support business and government accounts.
- Local sales support available for on-site user training, deliveries and other assistance.
- Highest quality products and services at a competitive price.
- Extensive experience working with large corporate and government accounts (References available upon request).
- Industry leading customer retention record.
- Strong local presence, and community involvement.





## LOCAL SERVICE AND SUPPORT STRUCTURE

U.S. Cellular® provides specialized Support Teams for its business and government accounts. These individuals are some of U.S. Cellular's most experienced, tenured associates whose focus is to provide personalized and professional service.

### **Dedicated Local BAE:**

U.S. Cellular provides a **Business Account Executive (BAE)** to business and government accounts for personal and local sales representation. These representatives work closely with customers to understand their business needs and offer services and rate plans specifically suited to those needs.

Eric E. Pearson  
402-917-0319  
Eric.pearson@uscellular.com

### **Dedicated Local Sales Support Specialist:**

U.S. Cellular will provide a local Sales Support Specialist to assist your business account by facilitating phone training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services, and other field support.

Russ Batenhorst  
402-519-1897  
Russ.batenhorst@uscellular.com

### **Business to Business Billing Support:**

Grand Island Police Dept. will also have access to a specialized Business to Business Customer Service and Billing Support Team.  
Business Support – 1-800-819-9373

### **Battery Support**

U.S. Cellular retail locations will be equipped to exchange your associate's handset batteries at no cost to Grand Island Police Dept. or the end user. Device must be active with U.S. Cellular® service and be one of the many devices supported by the U.S. Cellular® Battery Swap Program.

### **Roamer Support Center**

U.S. Cellular's Roamer Support Center is open 24 hours a day 7 days a week and can assist customers when they are roaming and encountering problems placing or receiving calls.

Roamer Support Center: 1-888-872-7462



## Recommended Rate Plans

U.S. Cellular® offers a variety of business rate solutions designed for Grand Island Police Dept. specific needs.

All of U.S. Cellular's Corporate Custom and BizShare plans include nationwide long distance calling as well as productivity tools such as voice mail, caller ID, call waiting, call forwarding, detailed billing (at your request) and 3-way calling at no additional charge.

### **\$199.99 National Promotional BizShare<sup>SM</sup> 4000 plan (\$199.99 rate is for 2 users)**

- 4,000 Monthly Anytime Minutes, pooled together
- Additional \$10 per line monthly recurring charge for additional lines
- Choice of 2 vertical features: Unlimited Incoming Calls, Unlimited Mobile to Mobile, or Unlimited Night & Weekend Minutes starting at 7:00 P.M.
- Local overage rate \$.25 cents / minute
- Unlimited Text Plan - \$70
- Total monthly charge for 15 lines - \$399.99

### **\$4.50 State of Nebraska Custom ("pay per use" plan)**

- Monthly Access Fee \$4.50 per line
- Anytime Minutes: 0
- Per Minute Rate \$0.07 per minute
- Home Rate Area: Wide Area Coverage
- Preferred Roaming Rate: \$0.39 / minute
- Free Nationwide Long Distance



## Equipment – Handset Pricing

Grand Island Police Dept. will receive discounted equipment pricing that U.S. Cellular® will offer with a two-year service contract. The discounted pricing listed below applies to all new activations and eligible equipment upgrades.\*\*

### U.S. Cellular® phone handset and pricing offer:

Handsets and Accessories	
Model and/or Description	Price with 2yr. Service Agreement
Moto W385	\$.01
Leather Case	\$14.95
Car Charger	\$19.95

U.S. Cellular will offer Grand Island Police Dept. a pool of 5 W385's to be used as needed for the term of this agreement. (example: replacements for lost, stolen or for phones not eligible for upgrade\*\*).

These handsets include a color screen, battery, wall charger and ear bud.  
U.S. Cellular reserves the right to substitute comparable models due to manufacturer's availability.

\*\*Lines of service on which the phone handset was purchased at least 18 months previously are eligible for upgrade at the discounted prices listed above.

## Partner Employee Discount Program (PEDP)

(rates and discounts may be subject to change)

### Discounted Service for Your Associates

Grand Island Police Dept.'s partnership with U.S. Cellular® qualifies your associates for a discount of 15% on their consumer wireless service! Both current and new customers employed by Grand Island Police Dept. will be able to take advantage of this discount and great customer service that U.S. Cellular has become known for.

Gaining access to the discount is easy! Associates simply visit [www.uscellular.com/partner](http://www.uscellular.com/partner). Upon entering their name and corporate e-mail address they will receive an e-mail with their discount. They will then simply be prompted to continue with the process and have the discount applied.

Requirements:



- Grand Island Police must maintain 21 lines of service. (changes to the number of active lines on the corporate account may impact discount rate)
- Discount will only be applied to the voice plan portion
- Single line plans must have a monthly service charge of \$49.95 or greater
- Family Plans must have a monthly service charge of \$69.99 or greater
- Not eligible on Wireless Modem or data only plans



## Terms of Agreement

Under this Agreement, all lines will be under contract for a period of twenty-four months from the date of execution of this Agreement. All lines will have coterminous end dates. If Grand Island Police Dept. should cancel its service before the expiration of this Agreement, or should elect not to renew its cellular service contract with U.S. Cellular upon expiration of the Agreement, any cellular lines that received equipment discounts within the previous (six months of service) will be charged full list price for each of those phones. This Agreement covers any lines of service added under this Agreement, and requires maintenance of a minimum threshold of 21 lines of service. The Terms and Conditions of Agreement, attached hereto and made a part of this Agreement as Exhibit A, shall control the provision of Service to the Customer. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall govern and control.

- Grand Island Police Dept. - **Corporate Activation Fees are Waived – 60 Day Guarantee**
- **Termination Fees:** \$150.00/line per line. There will be no termination fees for lines canceled prior to the end of the coterminous contract date when the minimum threshold requirement of 21 lines is maintained. See terms and conditions for details on the pro-ration of termination fee pro-ration
- **Expiration Date of Contract:** Twenty-four months from date of contract signing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

### UNITED STATES CELLULAR CORPORATION

By : \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CITY OF GRAND ISLAND

By: \_\_\_\_\_

Name: \_\_\_\_\_

Mayor: of Grand Island

Date: \_\_\_\_\_



## Exhibit A

### TERMS AND CONDITIONS OF AGREEMENT

These are the Terms and Conditions for Service between the customer ("you") and United States Cellular Corporation on behalf of its operating licensed affiliates doing business as U.S. Cellular in your Home Market, as defined below ("U.S. Cellular", "we" or "us"). "Service" refers to the telecommunication services, including voice and data services, you purchase from U.S. Cellular. Your "Agreement" includes (1) these Terms and Conditions, (2) the Service Agreement ("Service Agreement") on which you applied for Service, (3) the terms and conditions applicable to each Service (typically included in the Service brochure) and (4) if you purchase data services, the additional terms posted at [www.uscellular.com/termsandconditions](http://www.uscellular.com/termsandconditions).

**Eligibility.** You are eligible for Service only if you or your employer has a billing address within U.S. Cellular's licensed market area. If you meet the eligibility requirement only through your employment address, you may only be eligible for wide area rate plans.

**Term.** This Agreement is effective upon acceptance by us and continues until terminated in a manner as provided below. If the Agreement is terminated for any reason during the Initial Term ("IT") you may be assessed an Early Termination Fee ("ETF"). IT and ETF are specified in your Service Agreement. Each line of service shall be subject to a separate ETF. Starting in the 5<sup>th</sup> month of the Agreement, the ETF will be reduced by \$7.50/month (24 month IT) or \$18.50/month (12 month IT). Upon termination for any reason, you are responsible for the payment of all charges. If your Service is reinstated, you may be charged a reactivation fee.

**Termination by You.** You may terminate Service at any time by notifying U.S. Cellular. A request to port your number will be a request by you to terminate Service.

**Termination by U.S. Cellular.** U.S. Cellular may terminate or suspend your Service if you fail to perform any obligations of this Agreement including the restrictions and obligations set forth in the paragraphs regarding "Use of Service" and "Payment and Due Date."

**Use of Service.** At least 50% of your monthly usage must be used in U.S. Cellular's licensed markets. Service is furnished for your use only; you may not resell Service to third parties. You may not use the Service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with U.S. Cellular's network, business operations, employees or customers. U.S. Cellular may, in its sole discretion, block access to certain categories of numbers (e.g., 976, 900 and international designations).

**Payment and Due Date.** You are responsible for payment of all charges on your bill, including but not limited to telecommunications-related charges (such as monthly access, airtime, roaming, toll, long distance, directory assistance, application charges and data network usage); charges for other

discretionary goods and services (such as ringtones, graphics, games and other on-line content) regulatory cost recovery charges (such as Universal Service Fund, Enhanced 911 and Wireless Number





Portability); surcharges; and taxes. Regulatory cost recovery fees, surcharges, and taxes are subject to change without notice. Payments are late if not received by U.S. Cellular by the due date shown on the monthly invoice. We may charge a late fee of up to \$5.00 for each late payment or 1.5 percent a month or part thereof (18% annually or the highest rate permitted by applicable state law) for any amount not paid when due, whichever is greater. We may charge you a returned check fee for a check returned for any reason. You agree to reimburse U.S. Cellular for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by U.S. Cellular with respect to collection of payment (except where prohibited by law).

**Coverage.** You understand that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by U.S. Cellular or its agents are not guarantees.

**Lost or Stolen Phones.** You are responsible for all charges on your phone. If you claim unauthorized charges on account of a lost or stolen phone you must report your phone as lost or stolen so that we may investigate your claim. You agree to cooperate with our investigation and to submit any relevant documentation that you have such as a police report or a sworn statement. You will not be required to pay any disputed charges while we investigate.

**Deposits.** U.S. Cellular may require a deposit from you to guarantee payment of charges for Service and from time-to-time may increase the deposit based on your usage and payment history. Deposits will only be returned to you after a minimum of 12 consecutive months of satisfactory payment history. U.S. Cellular may apply deposits or payments to any charges you owe us on any account.

**Billing Practices.** Each partial minute of airtime will be rounded up and billed as a full minute. You may be charged for calls that are not completed but ring longer than 59 seconds. For completed calls, you will be billed from the time you push the "send" button until you terminate your call by pushing the "end" button on your phone. "Application charges" include the non-recurring and/or monthly subscription fees incurred when you purchase data applications. "Data network usage charges" are the charges for transferring data (i.e., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte. **YOU MAY SEEK A CREDIT OR REFUND FOR ERRORS IN BILLING FOR UP TO 180 DAYS AFTER ISSUANCE TO YOU OF THE BILL ON WHICH THE ERROR IS CONTAINED. WE MAY ALSO BACK BILL YOU FOR ANY ERROR THAT RESULTS IN AN UNDERBILLING TO YOU WITHIN 180 DAYS OF THE ISSUANCE OF THE BILL THAT SHOULD HAVE REFLECTED THE UNDERBILLED CHARGE.**

**Billing Out of Area Calls.** Billing for some calls made/received by you outside of the home U.S. Cellular switch to which your account is assigned at the time your service is established ("Home Market") may occur after the close of your regular billing cycle. Typically this occurs when you make/receive calls late in your billing cycle outside your Home Market such as when you are roaming on another carrier's network or are making/receiving calls on a U.S. Cellular network other than your Home Market. When this occurs, the minutes used, and associated charges, will be applied against your monthly calling plan in the month that the usage appears on your bill rather than the month the calls actually occurred.

**Changes to Relationship.** We may amend the Agreement at any time by providing notice to you. If we make Material Changes to the Agreement that you do not agree with, you may cancel your Agreement without incurring an ETF by notifying us within 30 days after notice to you of the change. "Material



Changes" shall be only those changes that result in an increase to the rates that we charge you for services under your Price Plan as specified in your Service Agreement. Changes to charges permitted to be collected by any governmental authority (such as for the Universal Service Fund) or which pass through the expense of taxes imposed on the Service or which relate to other Services for which you are under no term commitment as well as other non-monetary changes to the Terms and Conditions shall not constitute Material Changes to this Agreement. If you use the Service after the 30-day period, you agree to be bound by any Material Changes.

**Privacy/Acceptable Use/Copyright.** U.S. Cellular strives to protect the privacy and intellectual property rights of our customers. We may collect process and share personal information about you or your account consistent with our privacy policy, available at [www.uscellular.com](http://www.uscellular.com), without further specific notice to you. You can also view U.S. Cellular's acceptable use and copyright policies at [www.uscellular.com](http://www.uscellular.com).

**Credit Information.** You authorize consumer reporting agencies to periodically furnish U.S. Cellular with your consumer report. You authorize U.S. Cellular to periodically disclose your account information and payment history to consumer reporting agencies.

**Limits of Liability.** U.S. CELLULAR'S LIABILITY REGARDING YOUR USE OF THE SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS U.S. CELLULAR IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

**Disclaimer of Warranties.** U.S. CELLULAR MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT AND SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY STATE LAW. U.S. CELLULAR IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. U.S. CELLULAR DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER UNLESS AND ONLY TO THE EXTENT THAT APPLICABLE STATE LAW IMPOSES WARRANTY OBLIGATIONS ON U.S. CELLULAR.

**Assignment.** U.S. Cellular may assign this Agreement without notice to you. You may assign this Agreement only with U.S. Cellular's consent.

**Entire Agreement.** This Agreement is the entire agreement between you and U.S. Cellular. This Agreement supersedes any inconsistent or additional promises made to you by any employee or agent of U.S. Cellular.

**Arbitration.** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). WE SHALL BE FULLY RESPONSIBLE FOR FILING, ADMINISTRATION AND ARBITRATOR FEES AND WE WILL ADVANCE, OR REIMBURSE YOU FOR, ANY REASONABLE FILING, ADMINISTRATION





AND ARBITRATOR FEES FOR ANY ARBITRATION INITIATED IN ACCORDANCE WITH THIS PARAGRAPH. WE WILL REIMBURSE YOU FOR YOUR REASONABLE ATTORNEYS' FEES AND COSTS IF THE ARBITRATOR AWARDS YOU AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT YOU HAVE DEMANDED IN SUCH ARBITRATION. THE AMERICAN ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS YOU AND WE OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION AGREEMENT SURVIVES THE TERMINATION OF THIS SERVICE AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT [WWW.ADR.ORG](http://WWW.ADR.ORG).

**Directory Information.** U.S. Cellular does not publish directories of our customers' phone numbers nor do we provide our customers' phone numbers to third parties for publication in directories.

**No Waiver; Severability.** U.S. Cellular's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

**Errors.** We reserve the right to correct any errors or omissions in the Agreement. These are the Terms and Conditions for Service between the customer ("you") and U.S. Cellular ("U.S. Cellular", "we" or "us"). "Service" refers to the telecommunication services, including voice and data services, you purchase from U.S. Cellular. Your "Agreement" includes (1) these Terms and Conditions, (2) the Service Order ("Service Order"), and (3) if you purchased data services, the license agreement posted at [www.uscellular.com/termsandconditions](http://www.uscellular.com/termsandconditions).

RESOLUTION 2010-83

WHEREAS, cellular telephone service has become an important communications tool for law enforcement services, and

WHEREAS, the Grand Island Police Department has budgeted funds for cellular telephone services, and

WHEREAS, U.S. Cellular provides competitive plans and provides cost per minute services under State contract #29038(04) and competitive plans for plans with extended services, and

WHEREAS, U.S. Cellular provides adequate cellular coverage and local service to the Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute the contract for cellular telephone services for the Police Department with U.S. Cellular.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G16

**#2010-84 - Approving Acquisition of Ingress/Egress Easement  
Located at Fonner Park (Hall County Livestock Improvement  
Association)**

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

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2010-84

WHEREAS, an ingress/egress easement is required by the City of Grand Island, from the Hall County Livestock Improvement Association, for public access to the property at 1525 South Locust Street; and

WHEREAS, a public hearing was held on March 23, 2010, for the purpose of discussing the proposed acquisition of an ingress/egress easement consisting of a portion of the southwest quarter of Section 22, Township 11, Range 9 west of the 6<sup>th</sup> p.m., City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

COMMENCING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET AS DESCRIBED IN INST. NO. 2003-16338, RECORDS OF HALL COUNTY, SAID POINT BEING ON THE SOUTH LINE OF LOT 1, BROWNELL SUBDIVISION; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE, ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 164.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 21 MINUTES 36 SECONDS EAST A DISTANCE OF 835.99 FEET TO A POINT; THENCE SOUTH 00 DEGREES 38 MINTUES 41 SECONDS WEST A DISTANCE OF 151.80 FEET TO A POINT ON THE NORTH LINE OF THE EAST 126 FEET OF LOT 1, FONNER SECOND SUBDIVISION, SAID POINT BEING LOCATED 10.00 FEET WEST OF THE NORTHEAST CORNER OF THE EAST 126 FEET OF SAID LOT 1; THENCE NORTH 89 DEGREES 32 MINUTES 05 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 106.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 38 MINTUES 41 SECONDS EAST A DISTANCE OF 100.12 FEET TO A POINT; THENCE NORTH 89 DEGREES 21 MINUTES 36 SECONDS WEST A DISTANCE OF 729.31 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE NORTH 00 DEGREES 06 MINTUES 08 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING. CONTAINING 54,049.83 SQUARE FEET OR 1.24 ACRES, MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire an ingress/egress easement from the Hall County Livestock Improvement Association, on the above-described lot of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G17

### **#2010-85 - Approving Community Revitalization Grant, Phase III and Contract Amendment**

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

Staff Contact: Barbara Quandt

RESOLUTION 2010-85

WHEREAS, in November 2008 the Nebraska Department of Economic Development awarded a \$254,230 Community Development Block Grant to the City of Grand Island to complete Phase III of a Community Revitalization project (#08-CR-002); and

WHEREAS, a budget amendment to the grant budget is required by the Nebraska Department of Economic Development to move grant funds of Twenty-three Thousand One Hundred and Twelve dollars (\$23,112) from Down Payment Assistance with minor rehabilitation to Owner-occupied rehabilitation, housing management costs and risk assessment; and

WHEREAS, a grant extension amendment is required to complete the proposed activities and extend the contract from December 31, 2009 and March 31, 2011; and

WHEREAS, the Nebraska Department of Economic Development requires a public hearing to accept comments from and inform the public about a proposed grant contract amendment; and

WHEREAS, the public hearing on March 23, 2010, offers the public opportunity to make such comments to the City Council about the proposed grant contract budget amendment for Community Revitalization; and

WHEREAS, Council approval is required to submit the grant contract budget and extension amendment requests to the Department of Economic Development; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Council approval is given for Community Revitalization 08-CR-002 Grant Contract Budget and Extension Amendment Requests and that the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G18

**#2010-86 - Approving Bid Award Concurrence with the Nebraska Department of Roads (NDOR) on the Construction of the Northbound Lanes on South Locust Street North of I-80**

Staff Contact: Steven P. Riehle, Public Works Director



# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** March 23, 2010

**Subject:** Approving Bid Award Concurrence with the Nebraska Department of Roads (NDOR) on the Construction of the Northbound Lanes on South Locust Street North of I-80

**Item #'s:** G-18

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

## **Background**

On February 18, 2010 the Nebraska Department of Roads (NDOR) advertised for bids for the construction of the northbound lanes on South Locust Street north of Interstate 80.

## **Discussion**

Bids were received and opened at the Nebraska Department of Roads Headquarters in Lincoln, Nebraska on March 18, 2010. The summary of the bids will not be available till after the council packet is completed and will be made available to the Council before the meeting on March 23, 2010.

## **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 concur in the approval of the bid award to the apparent low bidder.

## **Sample Motion**

Move to approve the bid award to the apparent low bidder for the Locust Street project.

RESOLUTION 2008-86

WHEREAS, the Nebraska Department of Roads invited sealed bids for construction of the northbound lanes of South Locust Street north of I-80, Project Number URB-2235(5), Control Number 42519 according to plans and specifications on file with the Nebraska Department of Roads and the Grand Island City Engineer's Office; and

WHEREAS, on March 18, 2010 bids were received, opened, and reviewed by the Nebraska Department of Roads; and

WHEREAS, [REDACTED] (*Apparent Low bidder's name to be inserted*) of [REDACTED] (*location of the Home Office of the Apparent Low Bidder to be inserted*) 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 \$ [REDACTED] (*bid amount to be inserted*); and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of [REDACTED] (*Apparent Low bidder's name to be inserted*) in the amount of \$ [REDACTED] (*bid amount to be inserted*); for construction of the northbound lanes of South Locust Street north of I-80 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract between the Nebraska Department of Roads, City of Grand Island and such contractor for such construction be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G19

**#2010-87 - Approving Revised Agreement for Installation of Private Well by Goodwill Industries to service HVAC System**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director  
Steven Riehle, Public Works Director  
Dale Shotkoski, City Attorney

**Meeting:** March 23, 2010

**Subject:** Installation of Private Well by Goodwill Industries to  
Service HVAC Equipment

**Item #'s:** G-19

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

## **Background**

On January 12, 2010, Council approved an agreement with Goodwill Industries to support a water source heating, ventilating and air conditioning system (HVAC) for a unit that was recently installed as a major addition to their facilities at 1808 S. Locust Street. The construction contractor for the building, Lacy Construction requested permission to install the small private well to support a water source heat pump HVAC design. Because that well is less than 1,000' from the City owned potable water well located at the intersection of South Locust Street and Stolley Park Road, the installation required the permission of the Public Water Supplier according to state law, Title 179.

The Agreement was approved by Council, signed by the Mayor, and forward to Goodwill Industries for signature. However, Goodwill Industries requested a change be made to include provisions for possible future owners of the facility to use the well. The Legal Department has reviewed the requested revisions, and views the changes to be acceptable.

## **Discussion**

The Utilities and Public Works Departments have no major objections to the installation of the proposed HVAC well, and it was approved by Council at the January 12, 2010 meeting. A copy of the revised proposed agreement is attached

## **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 revised agreement between the City of Grand Island and Goodwill Industries for the installation of a well to be used for HVAC purposes.

## **Sample Motion**

Move to approve the revised agreement between the City of Grand Island and Goodwill Industries for the installation of a private well to be used for HVAC purposes.

## Agreement for Placement of an HVAC Extraction Well

Whereas; Goodwill Industries of Greater Nebraska wishes to install a private well as a water source for the HVAC heat pump being installed in an addition to their building at 1808 S. Locust Street, Grand Island, Nebraska;

Whereas; that well is located within 1,000' of a City of Grand Island municipal water supply well located at 2003 S. Locust Street, Grand Island, Nebraska;

Whereas; NAC Title 179 requires that the Public Water Supplier must grant permission for the installation of a private well that is located within 1,000' of a municipal well;

The City of Grand Island will allow installation of the HVAC Extraction Well subject to the following terms and conditions to which Goodwill Industries of Greater Nebraska agrees;

1. The well shall be solely owned and operated by Goodwill Industries, or its successors or assigns, who shall be solely responsible for the proper installation and operation of that well and shall be solely responsible for any and all damages which might result from the installation, operation, maintenance or abandonment of the well.
2. The well shall be for water production only and shall be used only for the production of water for the heat pump servicing the new addition to the Goodwill facilities.
3. The production capacity of the well shall be less than 50 gallons per minute.
4. Goodwill Industries waives any and all claims against the City regarding lowered water tables.
5. The well shall be designed by a registered professional engineer licensed in the State of Nebraska.
6. The well design shall be in accordance with NAC Title 178, Chapter 12, Section 12-004, Potable Wells.
7. The well shall be installed by a State of Nebraska licensed water well contractor and pump installation contractor, licensed in accordance with the applicable provisions of NAC Title 178, Chapter 10.
8. The well shall be registered with the Nebraska Department of Natural Resources.
9. As-built well design specifications, drawings and drilling logs shall be provided to the City of Grand Island upon completion of the well installation.
10. Goodwill Industries shall obtain a Storm Water Discharge Permit from the City of Grand Island, Public Works Department prior to commencing operation of the well. The City does not guarantee any level of capacity to receive discharge water into the storm water system.
11. Engineering drawings of the proposed connection to the storm sewer shall be provided to the City of Grand Island, Public Works Department for approval.

12. Upon completion of the storm sewer connection, the Public Works Department shall be contacted for final inspection and shall approve that connection prior to operation of the extraction well.

By the granting of permission for this installation, the City of Grand Island accepts no liability for any matters of damage arising out of its use in the future. Goodwill Industries, or its successors or assigns, agree to indemnify and hold the City harmless from any and all claims and causes of action arising out of the installation and operation of this extraction well and discharge piping and the discharge of water into the storm water system of the City of Grand Island.

This Agreement may be assigned only with the written consent of the City, which consent shall not be unreasonably withheld.

**APPROVED: CITY OF GRAND ISLAND**

By: \_\_\_\_\_  
Margaret Hornady, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

\_\_\_\_\_  
Approved as to form, City Attorney

**ACCEPTED: GOODWILL INDUSTRIES**

By:  \_\_\_\_\_  
For Goodwill Industries

Date: 3-12-10



RESOLUTION 2010-87

WHEREAS, on January 12, 2010, Council approved an Agreement with Goodwill Industries to install a small private well to support a water source for a heat pump Heating, Ventilating and Air Conditioning (HVAC) system; and

WHEREAS, Goodwill Industries requested a change to include provisions for possible future owners of the facility to use the well; and

WHEREAS, the City's Legal Department has reviewed the requested revisions, and views the changes to be acceptable; and

WHEREAS, a revised Agreement has been written between the City and Goodwill Industries for the installation of the well, and the discharge water.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the revised Agreement between the City of Grand Island and Goodwill Industries, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G20

**#2010-88 - Approving Contract Extension for Installation of  
Utilities and Parking Lot at the Veterans Athletic Field Complex**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

**From:** Steve Paustian, Parks and Recreation Director

**Meeting:** March 23, 2010

**Subject:** Approving Contract Extension with Diamond Engineering for the Installation of Utilities and Parking Lot at the Veterans Athletic Field Complex

**Item #'s:** G-20

**Presenter(s):** Steve Paustian, Parks and Recreation Director

## **Background**

On November 24 2009 the City of Grand Island entered into agreements with Diamond Engineering for the installation of utilities and parking lot at the Veterans Athletic Field Complex. The construction of the parking lot was to be completed by June 1, 2010 and all utilities installed by April 1, 2010. Because of the weather conditions this past fall and winter many construction days were lost.

## **Discussion**

The City has been notified by Diamond Engineering that an extension to the completion date for the parking lot to July 15, 2010 and an extension to May 15, 2010 for utility installation has been requested. City staff agrees with their assessment of the weather and feels the request for the extension of time is appropriate.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the resolution authorizing the extension of the construction contracts.

## **Sample Motion**

Move to approve the resolution authorizing the City to extend the completion date for the construction of the parking lot and installation of utilities.



## CONTRACT TIME EXTENSION

**PROJECT:** Utility Improvements – New Veterans Athletic Field Complex

**CONTRACTOR:** Diamond Engineering Co.

**AMOUNT OF ORIGINAL CONTRACT:** \$191,335.18

**CHANGE ORDER AMOUNT:** \$21,330.42

**CONTRACT DATE:** November 24, 2009

Notice to Proceed Date----- November 25, 2009

Original Completion Date----- April 1, 2010

Revised Completion Date----- May 15, 2010

**Contractor** Diamond Engineering Co.

By James L. Hardin

Date MARCH 16<sup>th</sup>, 2010

Title PRESIDENT

CITY OF GRAND ISLAND, NEBRASKA

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

**THE DIAMOND ENGINEERING CO.**  
**ENGINEERS AND CONTRACTORS**

February 19, 2010

Steve Paustian  
City of Grand Island  
100 E 1<sup>st</sup> Street  
Grand Island, NE 68801

RE: Veterans Sports Complex Utilities  
Grand Island, NE

Dear Steve,

The Diamond Engineering Company would respectfully request an extension of time on the above referenced project. The extension is needed due to inclement weather, the AT&T cable being lowered and changes in the design of the Water Main.

We have been in contact with AT&T; they are not going to schedule the cables to be lowered until the frost is out of the ground. The Water Main is being rerouted due to 2 QWEST lines being in the way of the proposed Water Main.

We would request an extension of 45 calendar days to complete this project. This would make the completion date May 15, 2010. We do however anticipate completing this project prior to this date.

Thank you for your time regarding the extension of time .If you should have any questions or comments, please feel free to give me a call.

Sincerely,  
The Diamond Engineering Company



Jamie Simmerman  
Project Manager



## CONTRACT TIME EXTENSION

**PROJECT:** Paving Improvements – New Veterans Athletic Field Complex

**CONTRACTOR:** Diamond Engineering Co.

**AMOUNT OF ORIGINAL CONTRACT:** \$364,664.80

**CONTRACT DATE:** November 24, 2009

Notice to Proceed Date----- November 25, 2009

Original Completion Date----- June 1, 2010

Revised Completion Date----- July 15, 2010

**Contractor** Diamond Engineering Co.

By James H. Harder

Date MARCH 16<sup>th</sup> 2010

Title PRESIDENT

CITY OF GRAND ISLAND, NEBRASKA

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

**THE DIAMOND ENGINEERING CO.**  
**ENGINEERS AND CONTRACTORS**

February 19, 2010

Steve Paustian  
City of Grand Island  
100 E 1<sup>st</sup> Street  
Grand Island, NE 68801

RE: Veterans Sports Complex Paving  
Grand Island, NE

Dear Steve,

The Diamond Engineering Company would respectfully request an extension of time on the above referenced project. The extension is needed due to inclement weather, the AT&T cable being lowered and changes in the design of the Water Main.

We have been in contact with AT&T; they are not going to schedule the cables to be lowered until the frost is out of the ground. The Water Main is being rerouted due to 2 QWEST lines being in the way of the proposed Water Main.

We would request an extension of 45 calendar days to complete this project. This would make the completion date July 15, 2010. We do however anticipate completing this project prior to this date.

Thank you for your time regarding the extension of time .If you should have any questions or comments, please feel free to give me a call.

Sincerely,  
The Diamond Engineering Company



Jamie Simmerman  
Project Manager



RESOLUTION 2010-88

WHEREAS, on November 24, 2009, by Resolution 2009-302 and Resolution 2009-303, the City Council of the City of Grand Island approved the bids to Diamond Engineering Co. of Grand Island, Nebraska for the Utility and Paving Improvements for the New Veterans Athletic Field Complex; and

WHEREAS, the completion of such projects have been delayed due to inclement weather, the AT & T cable being lowered and changes in the design of the Water Main; and

WHEREAS, Diamond Engineering Co. has requested a contract time extension from April 1, 2010 to May 15, 2010 for the Utility Improvements and June 1, 2010 to July 15, 2010 for the Paving Improvements in order to complete these projects; and

WHEREAS, the Parks & Recreation Department supports such contract time extensions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the completion dates for the Utility and Paving Improvements for the New Veterans Athletic Field Complex is hereby extended to May 15, 2010 for Utility Improvements and July 15, 2010 for the Paving Improvements.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G21

**#2010-89 - Approving Change Order #2 for Utility Improvements  
at the Veterans Athletic Field Complex**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

**From:** Steve Paustian, Parks and Recreation Director

**Meeting:** March 23, 2010

**Subject:** Change Order #2 Utility Improvements-Veterans Athletic Field Complex

**Item #'s:** G-21

**Presenter(s):** Steve Paustian, Parks and Recreation Director

## **Background**

The current contract with Diamond Engineering is in the amount of \$200,237.38 to provide utility services for the new Veterans Athletic Field Complex. The contract needs to be modified to reflect the change in the design of the water service to the facility. The change order will increase the amount of the contract by \$12,428.22. The new contract amount will be \$212,665.60.

## **Discussion**

It has been determined that a new routing for the potable water supply for the Veterans Athletic Field Complex is necessary. The original design, provided by Olsson Associates called for the waterline to go north along the east side of Broadwell to a point just north of the proposed parking lot. At this point the line would cross under Broadwell to the Veterans Athletic Field Complex property. It has since been determined that the proposed route has too many conflicts with other utilities to make it feasible to install the water line along the original route. The major conflict arises because of a massive amount of utilities located in this area by Quest. Prior to design Olsson Associates requested a locate be made by Quest, however as this request was made during the survey part of the design, Quest refused to locate their lines. With the rerouting as proposed by the City Utility Department the line will cross Broadwell Avenue immediately then proceed north to the Veterans Home Athletic Field Complex. See attached Utilities Dept. memo.

## **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 Postpone the issue to future date
3. Take no issue to a Committee
4. action on the issue

### **Recommendation**

City Administration recommends that the Council approve the change order in the amount of \$8,902.20. This will make the new contract amount \$200,237.38.

### **Sample Motion**

Move to increase the amount of the contract to Diamond Engineering in the amount of \$8,902.20.



*Working Together for a  
Better Tomorrow, Today.*

**CHANGE ORDER**

TO: **Diamond Engineering Co.**  
**1521 W Anna**  
**Grand Island, NE 68801**

CHANGE ORDER NO. 2

PROJECT: **Utility Improvements – Veterans Athletic Field Complex**

You are hereby directed to make the following change in your contract.

1. Water Main relocation increase \$12,428.22

**The original Contract Sum** **\$191,335.18**

**Previous Change Order Amounts** **\$ 8,902.20**

**The Contract Sum is increased by this Change Order** **\$ 12,428.22**

**The total modified Contract Sum to date** **\$212,266.60**

**The Contract Time has been changed to May 15, 2010.**

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

APPROVED: **CITY OF GRAND ISLAND**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_

Approved as to Form, City Attorney

ACCEPTED: **Diamond Engineering Co.**

By *James H. Hender, PRESIDENT* Date *MARCH 16<sup>th</sup> 2010*

Date: March 12, 2010

Subject: Water Main Project 2009-W-8; Veterans Athletic Field Complex Change Order

Due to relocating the existing sports complex from Fonner Park to the new Veterans Athletic Field Complex located at 2820 N Broadwell Ave, the Parks and Recreation Division contracted with Olsson Associates to prepare plans and specifications for the installation of the required infrastructure. On November 24, 2009 the City Council awarded that contract to the Diamond Engineering Co.

On February 16th of this year, the Utilities Department was notified by the project's Contractor, that major telephone lines had been discovered in conflict with the proposed routing of the new water main to serve the Complex. At that time, Utilities Engineering staff meet with the Contractor's Project Manager to review the area. That appraisal reveled an existing telephone conduit bank comprising of nine 4" conduits; a 600 pair direct-bury phone cable; and a fiber-optics communication line, all located in the easterly r-o-w of Broadwell Ave. along the proposed water line route.

At that time, Utilities staff contacted local Qwest Communications engineers to review the situation. Contact was also made with Olsson Associates' engineer Matt Rief to discuss this situation. Matt stated that a request for utility locates had been sent as a part of their initial survey of the area – (see attached 'Diggers Hotline' ticket No. 2341057). However, the phone lines had not been flagged as per that request and therefore none of these obstructions were indicated on the plans nor noted in the specifications.

The Utilities Dept. immediately began to evaluate the options on how the conflicts could be resolved, because it would not be possible to install the water main on the planned alignment without relocation and shoring of the telephone lines for the entire length of the project in Broadwell. It would also be extremely time consuming in trying to do the relocation and would most likely cause additional delays by requiring extensive coordination of the work with the phone and cable companies involved.

The review of the area profile, ground water elevations, existing and proposed utilities, and alternate alignments and pipeline routes, showed the westerly r-o-w of Broadwell was free of underground utility lines. And, since the Complex is on the westerly side, the least conflicted alternative is to immediately cross Broadwell with the water line. This alternative meets the requirements for providing fire protection and potable use to the sports complex and also for future development and extension of the water supply in the area. However, it does necessitate the change order for larger diameter materials for the casing under Broadwell and addition 12" main in order to complete the project and keeps the overall project on schedule.

RESOLUTION 2010-89

WHEREAS, on November 24, 2009 by Resolution 2009-303 and on February 9, 2010 by Resolution 2010-39, the City Council of the City of Grand Island awarded the Diamond Engineering Co. from Grand Island, Nebraska, the bid in the amount of \$191,335.18 and Change Order amount of \$8,902.20, for the Utility Improvements sections D, E, F and G at the new Veterans Athletic Field Complex; and

WHEREAS, it has been determined that the relocation of the Water Main Project from the east side of Broadwell Ave to the west side of Broadwell Ave is necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, the result of such modifications will increase the contract amount by \$12,428.22 for a revised contract price of \$212,266.60.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and the Diamond Engineering Co. from Grand Island, Nebraska to provide the modifications set out as follows:

Relocation of Water Main Project.....\$12,428.22

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney



# **City of Grand Island**

**Tuesday, March 23, 2010**

**Council Session**

## **Item G22**

**#2010-90 - Approving Changes to the 2009-2010 Fee Schedule**

**Staff Contact: Steve Paustian**



# **Council Agenda Memo**

**From:** Steve Paustian, Parks and Recreation Director

**Meeting:** March 23, 2010

**Subject:** Approving Changes to the 2009-2010 Fee Schedule

**Item #'s:** G-22

**Presenter(s):** Steve Paustian, Parks and Recreation Director

## **Background**

The City currently operates the Heartland Public Shooting Park. As programs are added or improved and as expenses increase it is desirable to adjust user fees to minimize the subsidies necessary to operate the facility. To this end a modification to the fee schedule is proposed.

## **Discussion**

These proposed fees are the staff's best effort to maximize the return on investment. The proposed fees took into consideration fees charged by similar facilities in the area for similar services along with an allowance for the quality of the facility the shooting public enjoy at the Heartland Public Shooting Park. Attached are 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 fee additions and increases for the Heartland Public Shooting Park.

## **Sample Motion**

Move to modify the existing fee schedule to include the new offerings and rate changes proposed for the Heartland Public Shooting Park.

# **Council Agenda Memo**

**From:** Steve Fosselman, Library Director

**Meeting:** March 23, 2010

**Subject:** Approving Public Library Non Resident Fee

**Item #'s:** G-22

**Presenter(s):** Lori Hock, Library Board President

## **Background**

In July 2009 the Library Board initiated good-faith negotiations with the Hall County Board of Supervisors regarding costs and methods of library service delivery within its Interlocal Agreement for comprehensive library services defined as:

- Permitting inhabitants of Hall County residing outside the corporate limits of the City of Grand Island the privilege to use Library's services and facilities on the same basis as that accorded by Library to the inhabitants of the City of Grand Island
- Bookmobile services

On August 24, 2009 the County violated Section 14 of the Interlocal Agreement pertaining to contract modifications by approving funding reductions to this agreement without consent of the Library. With the County's lack of full payment to the Library in November 2009, the Library Board approved a resolution declaring a breach of contract and declared all sections of the Interlocal Agreement to be null and void.

The financial effect of this breach of contract has been a loss of revenue to the Library and City of Grand Island in the amount of \$97,399 in the current fiscal year and \$109,560 in Fiscal Year 2010-2011. This has necessitated the following Library Board actions:

- Absorbing costs for outreach delivery and pickup services to Grand Island nursing homes, elderly residents, and child care facilities that were formerly covered under the Interlocal Agreement
- A comprehensive study of a non resident fee applicable to all library card holders residing outside the corporate limits of the City of Grand Island.

In dealing with the immediate loss of revenue, the library has needed to reduce its workforce by one employee which was directly attributable to bookmobile service to inhabitants of Hall County residing outside the corporate limits of the City of Grand Island. However other

necessary actions of reducing materials acquisitions budgets and quality of outreach to local nursing homes and child care centers have directly impacted services to Grand Island residents.

## **Discussion**

After considerable study, the Library Board on March 15, 2010 approved a non resident household fee of \$40.00 per year, subject to approval by the Grand Island City Council, as follows:

- a. The effective date shall be May 1, 2010.
- b. This fee shall be subject to annual adjustment.
- c. This fee shall be applicable to all library card holders residing outside the corporate limits of the City of Grand Island with the exception of non resident households providing evidence of personal ownership of real property within the City of Grand Island.

The Library Board has indicated to the Hall County Board of Supervisors that this fee would be rescinded for Hall County residents residing outside the corporate limits of the City of Grand Island, upon execution prior to May 1, 2010 with the County Board of an Interlocal Agreement pursuant to the following terms:

- a. Library shall provide library services to the inhabitants of Hall County residing outside the corporate limits of the City of Grand Island by permitting such persons the privilege to use Library's services and facilities, with the exception of outreach delivery services, on the same basis as that accorded by Library to the inhabitants of the City of Grand Island.
- b. In consideration for the services to be provided by Library, County shall pay to Library the sum of \$5,500.00 per month for May and June 2010. Commencing July 1, 2010, County shall pay to Library the sum of \$67,320 payable in twelve equal payments per year. This amount shall increase 2% per year through June 30, 2015.
- c. In the event that County fails to make full payment in any month during this Interlocal Agreement, the penalty for forfeiture shall be the entire balance for the remainder of the term. Furthermore, Library retains the right to re-institute a non resident fee.

The Library Board recommends City Council approval of the non resident fee at this time, with the potential of an Interlocal Agreement pursuant to the above terms before the City Council for action prior to May 1, 2010.

## **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 a library non resident household fee in the amount of \$40.00 effective May 1, 2010, applicable to all library card holders residing outside the corporate limits of the City of Grand Island with the exception of non resident households providing evidence of personal ownership of real property within the City of Grand Island.

### **Sample Motion**

Move to approve a library non resident household fee in the amount of \$40.00 effective May 1, 2010, applicable to all library card holders residing outside the corporate limits of the City of Grand Island with the exception of non resident households providing evidence of personal ownership of real property within the City of Grand Island.

# **Council Agenda Memo**

**From:** Jeff Pederson, City Administrator  
**Meeting:** March 23, 2010  
**Subject:** Changes to the 2009-2010 Fee Schedule  
**Item #'s:** G-22  
**Presenter(s):** Jeff Pederson, City Administrator

## **Background**

For a number of years, the Central Nebraska Humane Society has worked with local veterinarians to encourage sale of licenses. Through oversight, recognition of this practice has not appeared in the City Fee Resolution.

## **Discussion**

It is necessary to include authorization in the Fee Resolution for the return of \$5.00 per license to veterinarians who participate in the effort to license pets in Grand Island.

## **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 approves the changes to the 2009-2010 Fee Schedule to include the sale of licenses.

## **Sample Motion**

Motion to include authorization in the Fee Resolution for the return of \$5.00 per license to veterinarians who participate in the effort to license pets in Grand Island.

RESOLUTION 2010-90

WHEREAS, it is necessary to modify fees at the Heartland Public Shooting Park.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2009/2010 proposed Fee Schedule be modified and the changes incorporated into the 2009/2010 budget as attached.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney

Fee Schedule for 2010				
	2007	2008	2009	2010
<b>LIBRARY</b>				
Overdue charge on Library Materials (per item per day)	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult
Interlibrary loan per item (plus postage)	2.00	2.00	2.00	2.00
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	0.10	0.10
Photocopy/Computer Print (mono, 11"x17")	0.20	0.20	0.20	0.20
Photocopy/Computer Print (color, 8 1/2"x11")	0.70	0.70	0.70	0.70
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00	1.00
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50	1.50
Microform Reader-printer copy	0.40	0.40	0.40	0.40
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card	1.00/card
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost	Replacement Cost
<b>FAX Services</b>				
Outgoing	1st page 3.00 2-10 page 1.25	1st page 3.00 2-10 page 1.25	1st page 3.00 2-10 page 1.25	1st page 3.00 2-10 page 1.25
Incoming	1st page 2.00 2-10 page 1.00	1st page 2.00 2-10 page 1.00	1st page 2.00 2-10 page 1.00	1st page 2.00 2-10 page 1.00
Non-Resident Annual Card Fee	0.00	0.00	0.00	<del>0.00</del> 40.00
Computer use for work processing, database, spreadsheet applications	0.00	0.00	0.00	0.00
Purchase of computer disk	1.00/disk	1.00/disk	1.00/disk	1.00/disk



Fee Schedule for 2010				
	2007	2008	2009	2010
<b>PARKS AND RECREATION DEPARTMENT</b>				
<b>HEARTLAND PUBLIC SHOOTING PARK</b>				
The Parks & Recreation Director shall establish fees for				
Archery (Adult)			5.00	5.00
Archery (Youth)			2.50	2.50
Adult Skeet/trap per round (25 targets/round)	5.00	5.00	5.00	<del>5.00</del> 5.25
Skeet/Trap - Youth Rate (age 18 & under)	3.50	3.50	3.50	<del>3.50</del> 3.75
Skeet/Trap Punch Card rate - 12 rounds @ 4.34/round	55.00	55.00	55.00	<del>55.00</del> 57.50
Adult Sporting Clays per round (50 targets/round)	15.00	15.00	15.00	<del>15.00</del> 16.00
Adult Sporting Clays per round (100 targets/round)			27.50	<del>27.50</del> 28.50
Sporting Clays - Punch Card rate - 6 rounds @ 11.66/round			80.00	<del>80.00</del> 85.00
Youth Sporting Clays per round (50 target/round)	7.50	7.50	10.00	<del>10.00</del> 11.00
Youth Sporting Clays per round (100 target/round)			20.00	<del>20.00</del> 22.00
Counters - Trap/Skeet (per target)			0.13	0.13
Counters - Sporting clays (per target)	.22 per target	.22 per target	0.19	<del>0.19</del> 0.22
Adults 5 Stand per round (25 targets/round)	6.00	6.00	6.00	6.00
Youth 5 Stand per round (25 targets/round)	4.00	4.00	4.00	4.00
Daily fee Rifle/Handgun Adult **	10.00	10.00	10.00**	10.00**
Daily fee Rifle/Handgun Youth **	5.00	5.00	5.00**	5.00**
Punch Cards (6 days at \$7.50)	45.00	45.00	45.00	45.00
Family Pass Rifle/Handgun (12 months)	150.00	150.00	150.00	150.00
.22 Rimfire Range Adult (per hour)			10.00	10.00
.22 Rimfire Range Youth (per hour)			5.00	5.00
Rifle Range Rental w/o RSO (Law Enforcement per day)*			100.00*	100.00*
Rifle Range Rental with RSO (Law Enforcement per day)			200.00	200.00
Rifle Range Rental w/o RSO (Business Rate per day)*		100.00*	150.00*	150.00*
Rifle Range Rental with RSO (Business Rate per day)			250.00	250.00
Golf Cart Rental per round (per rider)		3.00	3.00	<del>3.00</del> 4.00
Golf Cart Rental per half day				<del>25.00</del>
Golf Cart Rental per day (4 rider limit)		25.00	50.00	50.00
Range Time for Instructors with staff 5 per student minimum charge				20.00
Range Time for Instructors without staff per student with no minimum				15.00
Classroom Rental (Shooting Sports Educational per day)		100.00	100.00	100.00
Classroom Rental (Business Rate per day)		200.00	200.00	200.00
Classroom Rental with associated shooting event		N/C	N/C	N/C
Camping with electricity/water (per night)		N/A	20.00	20.00
Camping no water/electricity (per night)		N/A	5.00	5.00
RV Park				
RV Pad w/electricity & water (per night)			20.00	20.00
Primitive Camping w/no electricity/water (per night)			5.00	5.00
<b>**Daily fee for Rifle/Handgun was charged at \$5.00/adult and \$2.50/ youth for 2007-2008. All ranges/opportunities are not available because of RSO labor shortage.</b>				
<b>*Business or Law Enforcement must provide their own RSO that is NRA accredited/trained. Training is available through HPSP</b>				

Fee Schedule for 2010				
	2007	2008	2009	2010
<b>ANIMAL CONTROL SERVICES</b>				
Pet License Fee - Un-neutered/un-spayed	20.00	20.00	30.00	30.00
Pet License Fee - Neutered/Spayed	10.00	10.00	15.00	15.00
*\$5.00 per license retained by registered veterinarian making sale				
Pet License Fee - Wild Animal	7.50	7.50	N/A	N/A
Pet License Replacement Fee	5.00	5.00	5.00	5.00
License Fees-late fee of \$10.00 after Feb 1	10.00	10.00	10.00	10.00
Impoundment Fee - 1st Offense*	25.00	25.00	25.00	25.00
Impoundment Fee - 2nd Offense*	50.00	50.00	50.00	50.00
Impoundment Fee - 3rd Offense*	75.00	75.00	75.00	75.00
Impoundment Fee - 4th Offense*	100.00	100.00	100.00	100.00
*Impoundment includes a per day boarding fee				
Boarding Fee - Impoundment	10.00 + tax/day	10.00 + tax/day	12.00+tax/day	12.00+tax/day
Boarding Fee - Rabies observation	15.00 + tax/day	15.00 + tax/day	17.00+tax/day	17.00+tax/day



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item G23

**#2010-91 - Approving Letter of Agreement with NEMA**

Staff Contact: Troy Hughes

# **Council Agenda Memo**

**From:** Troy Hughes, Fire Chief

**Meeting:** March 23, 2010

**Subject:** Approval of Letter of Agreement with Nebraska  
Emergency Management Agency (NEMA)

**Item #'s:** G-23

**Presenter(s):** Troy Hughes, Fire Chief

## **Background**

The Grand Island Fire Department has served as a regional hazardous materials response team for the State of Nebraska since 1999. During this period of time the Grand Island Fire Department (GIFD) has received approximately \$500,000 in support from NEMA in the form of training and equipment. The department has received nearly all of its hazardous materials response equipment and other response equipment like two fire station air compressors, two sets of hydraulic rescue equipment (Jaws of Life), and lifting air bags capable of lifting a large truck or even a train car. NEMA has allotted \$25,000 to GIFD for 2010 for training and equipment (contingent upon approval of this agreement).

Nearly 30 members of GIFD have received both the initial hazardous materials technician training as well as refresher training from NEMA. The initial training consists of 80 hours of classroom and hands on work. The refresher training is conducted every two years and consists of 40 hours of classroom and hands on work. Funds tied to this agreement have paid for the cost of training and have paid for other related costs like backfill and overtime to cover GIFD members attending the training. GIFD will send five members to NEMA sponsored hazardous materials technician training in April. This is the initial 80 hour class and costs NEMA more than \$40,000 to bring the class to Nebraska. This class is free to us as a result of our existing agreement and will be covered by this updated agreement.

This agreement was updated in 2002 and again in 2007. At the urging of the 10 fire chiefs throughout the state that serve as regional response team leaders, a new agreement was drafted that more clearly defines the roles of both NEMA and the response teams in the event of a call out by the governor. Grand Island Fire Department has yet to be called to duty by NEMA, but has used the equipment and training received through this agreement to mitigate several local hazardous materials spills and releases.

## **Discussion**

If GIFD responders were to be deployed by the Governor, the cost of deployment would be born by the State of Nebraska. The State will pay for any backfill or overtime related to the deployment as well as expendables used during the response. The likelihood of a call out is small, as most incidents are handled with local resources.

This statewide program does provide Grand Island some security in the event of a large incident occurring in our city. We too can depend upon the State to send other designated response teams to assist us in the event of a hazardous materials release or spill that overwhelms our local resources.

The new agreement was reviewed by Chief Hughes and City Attorney Shotkoski

## **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 letter of agreement with NEMA.

## **Sample Motion**

Motion to approve.

RESOLUTION 2010-91

WHEREAS, on June 11, 2002, the City of Grand Island approved a Memorandum of Understanding between the City Of Grand Island and the Nebraska Emergency Management Agency, which provided the means for the City to receive funds for specialized training and equipment; and

WHEREAS, under the Memorandum of Understanding city fire personnel participate in a hazardous materials response group and would assist in a hazardous materials emergency statewide; and

WHEREAS, the revised Letter of Agreement also provides for reimbursement costs to the City Of Grand Island for the replacement of equipment and supplies used during deployment of a hazardous materials emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the revised Letter of Agreement between the City Of Grand Island and the Nebraska Emergency Management Agency for handling hazardous materials from the Nebraska Emergency Management Agency is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on March 23, 2010.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item I1

**#2010-92 - Consideration of Request from Balz Banquet and Reception Hall 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-1.*

Staff Contact: RaNae Edwards

RESOLUTION 2010-92

WHEREAS, an application was filed by Balz Banquet and Reception Hall, doing business as Balls 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 13, 2010; such publication cost being \$16.08; and

WHEREAS, a public hearing was held on March 23, 2010, 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 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney





# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item I2

**#2010-93 - Consideration of Request from Alpha Center, LLC dba Alpha Center Receptions & Banquets, 520 West 3rd Street for a Class “I” Liquor License and Liquor Manager Designation for Nellie Ries, 3736 South Locust Street**

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

Staff Contact: RaNae Edwards

RESOLUTION 2010-93

WHEREAS, an application was filed by Alpha Center, LLC doing business as Alpha Center Receptions & Banquets, 520 West 3<sup>rd</sup> Street for a Class "T" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 13, 2010; such publication cost being \$15.18; and

WHEREAS, a public hearing was held on March 23, 2010 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: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Nellie Ries, 3736 South Locust Street as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_

Approved as to Form	☐ _____
March 19, 2010	☐ City Attorney

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item J1

### **Approving Payment of Claims for the Period of March 10, 2010 through March 23, 2010**

*The Claims for the period of March 10, 2010 through March 23, 2010 for a total amount of \$3,276,884.83. A MOTION is in order.*

Staff Contact: Mary Lou Brown



# City of Grand Island

Tuesday, March 23, 2010

Council Session

## Item J2

**Approving Payment of Claims for the Period of March 10, 2010 through March 23, 2010 for the State Fair Recreation Building**

*The Claims for the Period of March 10, 2010 through March 23, 2010 for the State Fair Recreational Building for the following requisitions:*

**#14     \$189,000.00**

*A MOTION is in order.*

Staff Contact: Mary Lou Brown

**Exhibit A to Escrow Agreement**

**(FORM OF PAYMENT REQUEST)**

Payment Request No. 014

The City of Grand Island, Nebraska, as lessee (the "Lessee") under that Lease-Purchase Agreement dated as of July 1, 2009 (the "Lease") between Lessee and Wells Fargo Brokerage Services, LLC, (the "Lessor"), hereby requests Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of July 1, 2009 (the "Escrow Agreement") among the Escrow Agent, the Lessor and the Lessee, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Sampson Construction Co., Inc.	3730 So. 14 <sup>th</sup> Street Lincoln, NE 68502	\$189,000.00	Electrical, masonry and other

In connection therewith, the undersigned officer of the Lessee hereby certifies as follows:

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.

2. The payments to be made to the payees set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.

3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease.

4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

5. Please indicate if this Payment Request relates to the final disbursement from the Escrow Fund: Yes X No.

If this Payment Request relates to the final disbursement from the Escrow Fund, the Lessee and the Lessor hereby instruct Escrow Agent to disburse to Lessor the remaining moneys held in the Escrow Fund to be applied to make a partial prepayment on the Rental Payments as set forth in the Lease.

6. Please indicate if this Payment Request reimburses Lessee for any payment or payments previously made by Lessee: Yes X No.

If this Payment Request requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after May 1, 2009.

7. Lessee attaches hereto the following items:

(a) *invoices and/or bills of sale and/or contractor's payment certifications* relating to the Project and, if such invoices have been paid by Lessee, evidence of payment thereof;

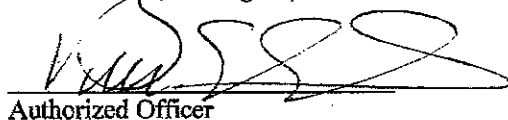
(b) an *insurance certificate* showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND  
ISLAND, NEBRASKA

By: Mary Jo Brown  
Title: Finance Director  
Date: 3/12/10

REQUEST APPROVED BY WELLS FARGO BANK, NATIONAL ASSOCIATION (Grand Island Branch, as assignee)



Authorized Officer

- Attachments:
1. Invoices/Certificates for Payment
  2. Insurance Certificate (if not previously provided)



ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN

Principals:

JON P. DALTON, PE  
MATTHEW C. METCALF, AIA  
WADE W. STANGE, AIA  
MICHAEL A. WACHAL, PE

Associate Principal:

Michael D. Marsh, AIA

SENIOR ASSOCIATES:

J. EDWARD BUKACEK, AIA  
RONALD G. HACKETT, AIA  
DAN L. HEMSATH  
BRYCE G. JOHNSON, MS PE  
JAMES K. LUEDKE, PE  
RENEE M. SHEIL  
GREGORY T. SMITH, AIA  
LEROY P. SVATORA, AIA

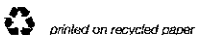
Lincoln:

211 NORTH 14TH STREET  
LINCOLN, NEBRASKA 68508  
PHONE: (402) 476-9700  
FAX: (402) 476-9722

OMAHA:

4245 SOUTH 143RD STREET  
SUITE 5  
OMAHA, NEBRASKA 68137  
PHONE: (402) 341-6600  
FAX: (402) 341-6611

www.davisdesign.com



March 5, 2010

Nebraska State Fair Park  
Attn: Joseph McDermott  
P.O. Box 81223  
Lincoln, NE 68501

**RE: State Fair Park – Fonner Park  
Exhibition Building 3  
Grand Island, Nebraska  
Davis Design Project 08-0192**

Joseph,

Enclosed is Sampson Construction Co., Inc.'s. Application and Certification for Payment No.7 dated March 1, 2010.

Based upon our on-site observations, the work has progressed to the point indicated and to the best of our knowledge; the quality of the work is in accordance with the contract documents. Therefore, we recommend that payment be made to Sampson Construction Co., Inc. in the amount of **\$189,000.00**.

Please retain the "Owner" copy for your files and forward the "Contractor" copy together with your payment to Sampson Construction Co., Inc.

Please call me at our Lincoln office if you have any questions or concerns regarding this application for payment.

Sincerely,

**DAVIS DESIGN**

  
**Chad Vogel**  
**Construction Administrator**

Enclosure

cc: Chad Vogel, Construction Administrator Files - Davis Design, Inc.  
Leroy Savarta, Project Architect - Davis Design, Inc.  
Nate Kastens, Project Manager – Sampson Construction Co., Inc.  
Craig Gies, Executive Team – Sampson Construction Co., Inc.  
Jon Thomas – Village Development



# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGES

PAGE ONE OF

TO OWNER: Nebraska State Fair Board  
P.O. Box 81223  
Lincoln, NE 68501

FROM CONTRACTOR:  
Sampson Construction Co., Inc.  
3730 So. 14th St.  
Lincoln, NE 68502

PROJECT: Nebraska State Fair Park  
Former Park - Grand Island, Nebraska  
Exhibition Building 3  
VIA: Chad Vogel  
Davis Design, Inc.  
211 North 14th Street  
Lincoln, NE 68508

CONTRACT FOR: General

APPLICATION NO 7

PERIOD TO: 2/28/2010

PROJECT NOS: 09028

CONTRACT DATE: 7/10/09

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 3,972,000.00
2. Net change by Change Orders	\$ 582,230.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 4,554,230.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 2,495,000.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	249,500.00
b. 10 % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 249,500.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 2,245,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 2,056,500.00
8. CURRENT PAYMENT DUE	\$ 189,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 2,308,730.00

CONTRACTOR: Sampson Construction Co., Inc.

By:

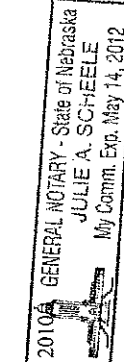
Date:

State of: Nebraska County of: Lancaster

Subscribed and sworn to before me this 1st day of March

Notary Public

My Commission expires: 5-14-2012



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 189,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Davis Design, Inc.

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$342,893.00	
Total approved this Month #2	\$239,337.00	
TOTALS	\$582,230.00	\$0.00
NET CHANGES by Change Order	\$582,230.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

7

APPLICATION NO:

APPLICATION DATE: 3/1/2010

PERIOD TO: 2/28/2010

ARCHITECT'S PROJECT NO: 09028

NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
<b>EXHIBITION BUILDING #3</b>									
1	FOUNDATIONS	220,000	220,000			220,000	100%		22,000
2	SLABS ?	245,000	5,000	5,000		10,000	4%	235,000	1,000
3	PRECAST	60,000	60,000			60,000	100%		6,000
4	MASONRY	380,000	290,000			320,000	84%	60,000	32,000
5	STEEL	75,000	45,000			65,000	87%	10,000	6,500
6	CARPENTRY	45,000						45,000	0
7	SEALANTS	15,000						15,000	0
8	HM/DOORS/HARDWARE	125,000						125,000	0
9	ALUMINUM & GLASS	140,000						140,000	0
10	OVERHEAD DOORS	15,000						15,000	0
11	METAL STUDS/DRYWALL	65,000						65,000	0
12	ACT	18,000						18,000	0
13	PAINTING	52,000						52,000	0
14	FLOOR SEALER	24,000						24,000	0
15	SPECIALTIES	34,000						34,000	0
16	METAL BUILDING-MATERIAL	610,000	610,000			610,000	100%		61,000
17	METAL BUILDING-INSULATION	85,000	85,000			85,000	100%		8,500
18	METAL BUILDING-ERECTION	340,000	290,000			300,000	88%	40,000	30,000
19	FIRE SPRINKLER	130,000	10,000	10,000		10,000	8%	120,000	1,000
20	HVAC	290,000	100,000			110,000	38%	180,000	11,000
21	PIPING	300,000	205,000			220,000	75%	80,000	22,000
22	ELECTRICAL	399,000	120,000			160,000	40%	239,000	16,000
23	PAYMENT & PERFORMANCE BOND	25,000	25,000			25,000	100%		2,500
24	GENERAL CONDITIONS	280,000	100,000			120,000	43%	160,000	12,000
25	CHANGE ORDER #1	342,893	120,000			120,000	35%	222,893	12,000
26	CHANGE ORDER #2	239,337		60,000		60,000	25%	179,337	6,000
<b>GRAND TOTALS</b>		<b>4,554,230</b>	<b>2,285,000</b>	<b>210,000</b>	<b>0</b>	<b>2,495,000</b>	<b>55%</b>	<b>2,059,230</b>	<b>249,500</b>