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# City of Grand Island



**Tuesday, May 10, 2011**

**Council Session Packet**

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**City Council:**

Larry Carney  
Linna Dee Donaldson  
Scott Dugan  
Randy Gard  
John Gericke  
Peg Gilbert  
Chuck Haase  
Mitchell Nickerson  
Bob Niemann  
Kirk Ramsey

**Mayor:**

Jay Vavricek

**City Administrator:**

Mary Lou Brown

**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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**Invocation - Pastor Mike Neely, Evangelical Free Church, 2609 South Blaine Street**

**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.



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item C1

### **Recognition of Mike Davis, Public Works Traffic Signal Technician for 20 Years of Service with the City of Grand Island**

*The Mayor and City Council will recognize Mike Davis, Traffic Signal Technician for the Street Department in the Public Works Department for 20 Years of Service with the City of Grand Island. Mr. Davis was hired on May 3, 1991 as a Utility Worker 1 for the Streets Department; was promoted to Maintenance Worker I on June 30, 1992; Maintenance Worker II on November 24, 1997; and to his current position of Traffic Signal Technician on January 29, 2001. We congratulate Mr. Davis for his dedication and service to the City of Grand Island.*

Staff Contact: Mayor Vavricek

# Twenty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

MICHAEL DAVIS

For your Loyalty, Diligence, and Outstanding Performance During Your Tenure With



  
Department Director

  
Mayor

Date 5-3-11

Date 4-8-11



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item E1

**Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmar Avenue for a Catering Designation to Class “C-79662” Liquor License**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** May 10, 2011

**Subject:** Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmar Avenue for a Catering Designation to Class “C-79662” Liquor License

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

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

## **Background**

Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmar Avenue has submitted an application for a catering designation to their Class “C-79662” Liquor License. This request would allow Hy-Vee to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL).

## **Discussion**

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

## **Alternatives**

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

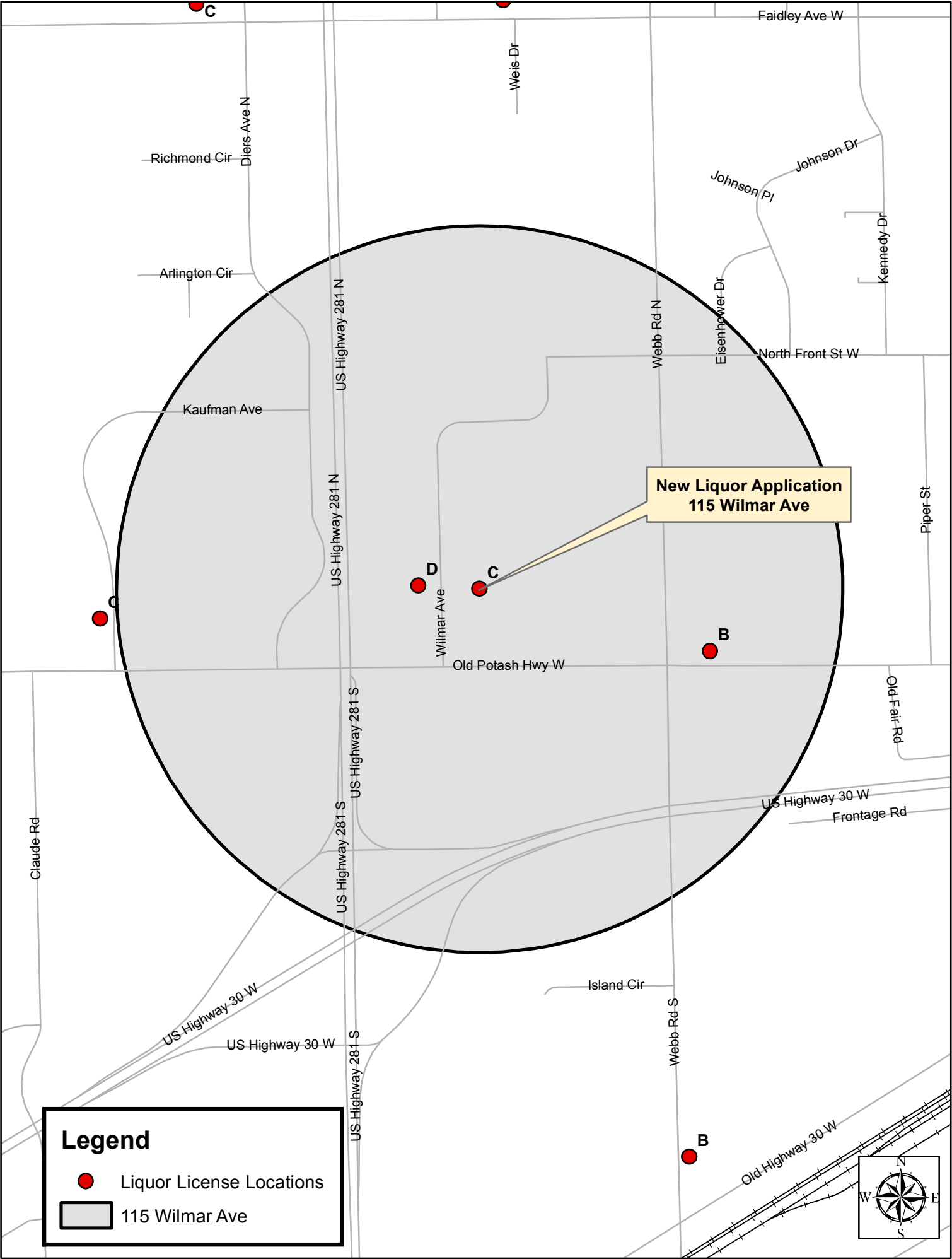
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

## **Recommendation**

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

## **Sample Motion**

Move to approve the application for a catering designation from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmar Avenue Liquor License "C-79662".







# **City of Grand Island**

**Tuesday, May 10, 2011**

**Council Session**

## **Item E2**

**Public Hearing on Request from Napoli LLC dba Napoli's Italian,  
3421 Conestoga Drive for a Class "T" Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** May 10, 2011

**Subject:** Public Hearing on Request from Napoli LLC dba  
Napoli's Italian, 3421 Conestoga Drive 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**

Napoli LLC dba Napoli's Italian, 3421 Conestoga Drive has submitted an application for a Class "I" Liquor License. A Class "I" Liquor License allows for the sale of spirits, wine and beer 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 submitted with this application was a Liquor Manger Designation request from Florim Ramadani, 3111 College, #34.

### **Alternatives**

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

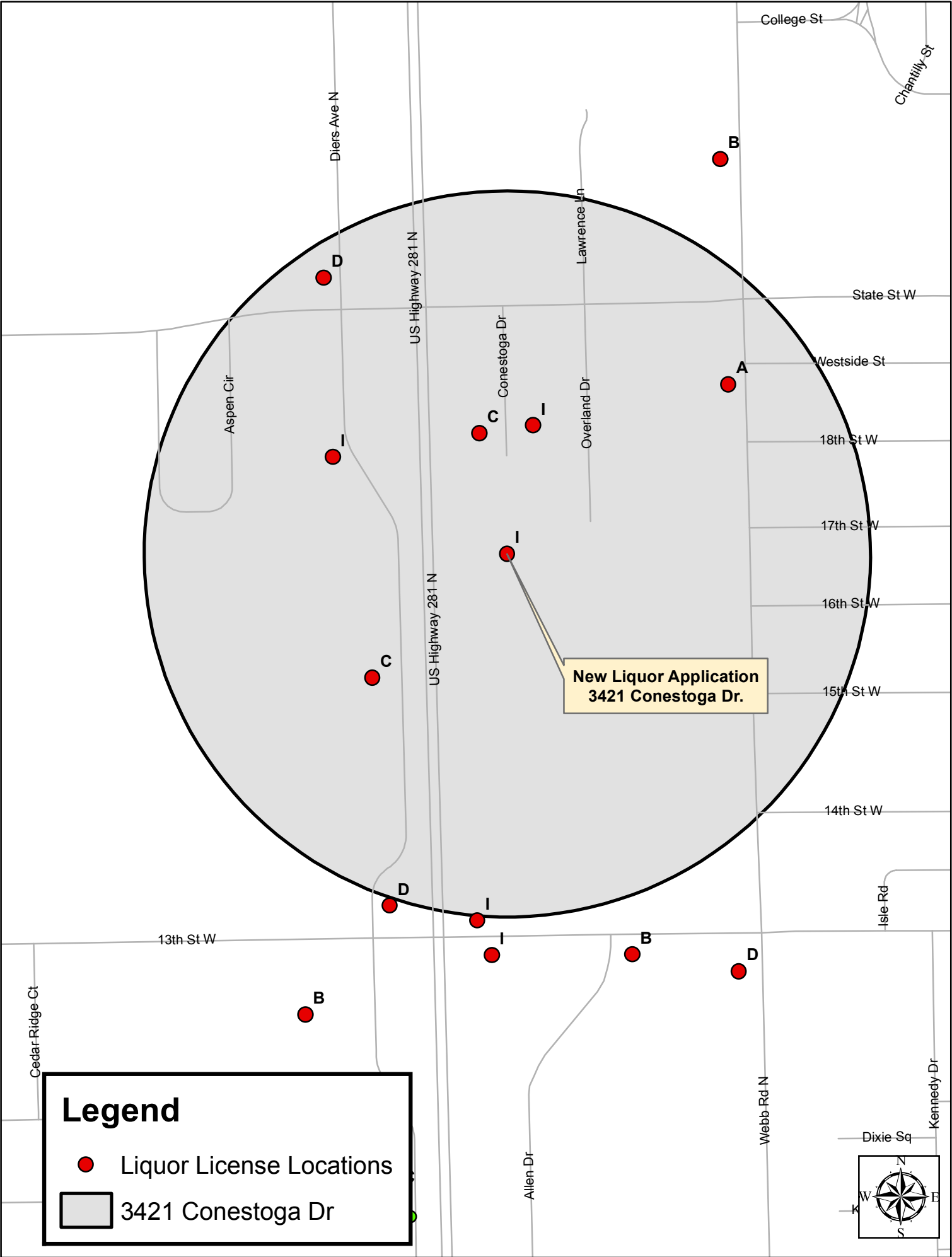
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

### **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 Napoli LLC dba Napoli's Italian, 3421 Conestoga Drive for a Class "I" Liquor License contingent upon final inspections and Liquor Manager designation for Florim Ramadani, 3111 College, #34 contingent upon Mr. Ramadani completing a state approved alcohol server/seller training program.



05/04/11

Grand Island Police Department

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15:34

LAW INCIDENT TABLE

Page:

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City : Grand Island  
Occurred after : 09:51:57 04/21/2011  
Occurred before : 09:51:57 04/21/2011  
When reported : 09:51:57 04/21/2011  
Date disposition declared : 04/21/2011  
Incident number : L11042688  
Primary incident number :  
Incident nature :  
Incident address : 3421 Conestoga Dr  
State abbreviation : NE  
ZIP Code : 68803  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number : RaNae  
Geobase address ID : 18361  
Long-term call ID :  
Clearance Code : CL Case Closed  
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	165761	05/04/11	Mamaj, Genti	Owner
NM	165762	05/04/11	Mehmeti, Syzane	Florim's Wife
NM	164546	05/02/11	Ramadani, Florim	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application from Napoli's Italian Restaurant and a Copy of a Liquor Manager Application from Ramadani Florim

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1	Vitera D	318	Vitera D
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LAW INCIDENT TABLE

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## LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
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1  Vitera D      09:16:06 05/04/2011
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450  
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Grand Island Police Department

LAW INCIDENT TABLE

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Grand Island Police Department  
Supplemental Report

Date, Time: Wed May 04 09:16:23 CDT 2011  
Reporting Officer: Vitera  
Unit- CID

I received a copy of a liquor license application from Genti Memaj for Napoli's Italian Restaurant. The restaurant is moving into the former Johnny Casino/ Old Chicago building. He is applying for a Class I License which is beer, wine, and distilled spirits on sale only. The application also includes a copy of a liquor manager application from Florim Ramadani and his wife, Suzanne Mehmeti who signed a spousal affidavit of nonparticipation.

In looking at the application, I noticed that Genti checked the "No" box in the area that asks for criminal convictions, yet he disclosed a DUI in New Jersey back in 2003. I also noticed that he is not borrowing any money to establish or operate the business. Genti listed his home address as 108 S. Locust. There

are no residences in that block, and the attorney who helped him fill out the application has an office located at 108 N. Locust. Genti listed his previous home as being in South Orange, New Jersey from 1999 until 2011. He was born in Albania.

I checked Genti through Spillman and NCJIS and didn't locate any records. I checked for warrants and didn't find any. I checked his driver's license status in Nebraska, Kansas, and New Jersey. He has nothing on file in Nebraska and Kansas, and he has an expired license in New Jersey. ICE advised that he is a Naturalized U.S. Citizen. I searched Genti through Entersect (Police online intelligence database) and just found some rather insignificant civil actions. I also did a Google search on Genti and didn't find anything other than a possible facebook page with no information.

I sent a request for a records check to South Orange, New Jersey and learned that the police department there only had three contacts with him. He was a victim of a hit and run accident on one contact, victim of a criminal mischief and theft from a vehicle on another, and the driver in a car accident. Thinking I was sending a records check request to South Orange, I also inadvertently contacted the Millburn, New Jersey Police Department. It is a neighboring town to South Orange. Millburn had no contact with Genti. Since Genti's proposed liquor manager, Florim Ramadani was also born in Albania and owns or has owned a Napoli's restaurant in Hays and Salina, Kansas, I checked Genti through those two jurisdictions, and they didn't have any record of him.

After looking at Genti's liquor license application, I looked at Florim Ramadani's liquor manager application. I noticed right away that in the area where it asks for where he has lived within the last ten years, he only went back three years. He stated that he lived in Salina, Kansas from 2008-2010 and Hays, Kansas from 2010-2011, and now lives in Grand Island. He was born in Albania. Florim has an entry in Spillman for a speeding warning on 3/15/11.



NCJIS shows that he has a warning for speeding in Buffalo County on 3/14/11. I checked for warrants on Florim and didn't find any. He has a suspended license in New Jersey, he's not on file in Nebraska, but has a valid Kansas license.

ICE advised that Florim is a Naturalized U.S. Citizen. I did records checks through law enforcement in South Orange, Mount Olive, and Millburn, New Jersey,

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Grand Island Police Department

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LAW INCIDENT TABLE

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along with Salina and Hays, Kansas. At this time, I haven't heard back from Mount Olive. South Orange has no record of Florim, nor does Millburn. Hays has one contact with him where he was issued a warning for speeding. Salina advised that Florim was issued "several traffic tickets for speeding and expired tags between April and November of 2009."

I checked Florim through Entersect and found nothing but a possible address in Kansas. I did a Google search on him and found a possible facebook page. The page only had general information about favorite music, movies, television shows, and athletes.

After checking on Florim, I checked on his wife, Suzanne Mehmeti. I did all of the same checks on her that I did on Florim and Genti. I couldn't find anything on her except that ICE advised she is a lawful permanent resident alien from Sweden and spells her first name "Syzane."

On 5/4/11, I went to Napoli's and spoke to Florim and Genti. Florim advised that he lived in New Jersey from 1999 until 2008. Prior to that, he lived outside the U.S. I showed Florim the facebook that I printed. He said that wasn't his facebook account. He also said that he has had traffic citations but nothing criminal beyond that. Florim confirmed that he is a 50/50 partner with Genti in the business. He will get 50% of all sales including alcohol.

Question six on the application asks, "Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?" The "No" box was checked. Florim said he was overseas when Genti filled out the application, but the "Yes" box should have been checked; and his name should have been listed. Florim also confirmed that he is part owner of a Napoli's in Hays, Kansas. He sold the Napoli's in Salina because the travel back and forth was too much. Since he moved to Grand Island, he is relying on his partner to run the Napoli's in Hays.

After speaking with Florim, I spoke with Genti. Genti said that he and Florim are cousins. Florim had told me that the two grew up together. Genti advised that he just moved to Grand Island two weeks ago and didn't have a G.I. address when his attorney filled out the application. He gave me the telephone number to the business along with his new address. He couldn't explain why the "No" box was checked where the application asks for criminal convictions other than to say that his attorney filled out the application. He also said that he doesn't have any other convictions other than traffic. He showed me a valid New York driver's license.

Genti agreed that Florim is a 50/50 partner as far as the food and beverage profits are concerned. He said he didn't have anything to do with Florim's Napoli's restaurant in Salina and Hays. Genti and Florim each told me that they are using Wells Fargo for their business account instead of Bank of America, and they are not borrowing any money to establish or operate the business.

Genti told me that I had the wrong facebook page for him. He gave me the name he uses for his facebook page. I looked at it at a later time and didn't see anything of interest. I discussed the civil actions located in Entersect. He didn't know what the smaller case was about but said the other cases involved his DUI arrest.

After speaking with Genti, I went to Florim's apartment and spoke to his wife, Syzane. She confirmed that she doesn't have a driver's license and has only lived in the U.S. for four years. She showed me her Resident Alien card which confirmed the spelling of her first name as Syzane instead of Suzanne.

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Grand Island Police Department

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LAW INCIDENT TABLE

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All in all, I didn't receive any information back from Mount Olive, New Jersey, but the other New Jersey checks and Kansas checks didn't reveal any problems. In fact, I spoke to law enforcement in Hays and Salina who each said that they weren't familiar with the applicants for law enforcement reasons, and they didn't have any problems at the restaurants.

From all the checks I ran, I don't see any problems with the applicants. However, I can't run national criminal history checks for liquor license investigations. If there are any problems in that regard, the State should catch it through records obtained from fingerprint identification. After speaking with Genti and Florim and clarifying some issues on the application, I don't see why the application shouldn't be approved. The GIPD recommends that the council give local approval to Napoli's liquor license application and Florim Ramadani's liquor manager application.



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item E3

**Public Hearing on Request from Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2nd Street for a Class “C” Liquor License**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** May 10, 2011

**Subject:** Public Hearing on Request from Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2<sup>nd</sup> Street for a Class “C” Liquor License

**Item #'s:** E-3 & I-3

**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**

Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2<sup>nd</sup> Street has submitted an application for a Class ‘C’ Liquor License. A Class ‘C’ Liquor License allows for the sale of alcohol on and off sale 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.

## **Alternatives**

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

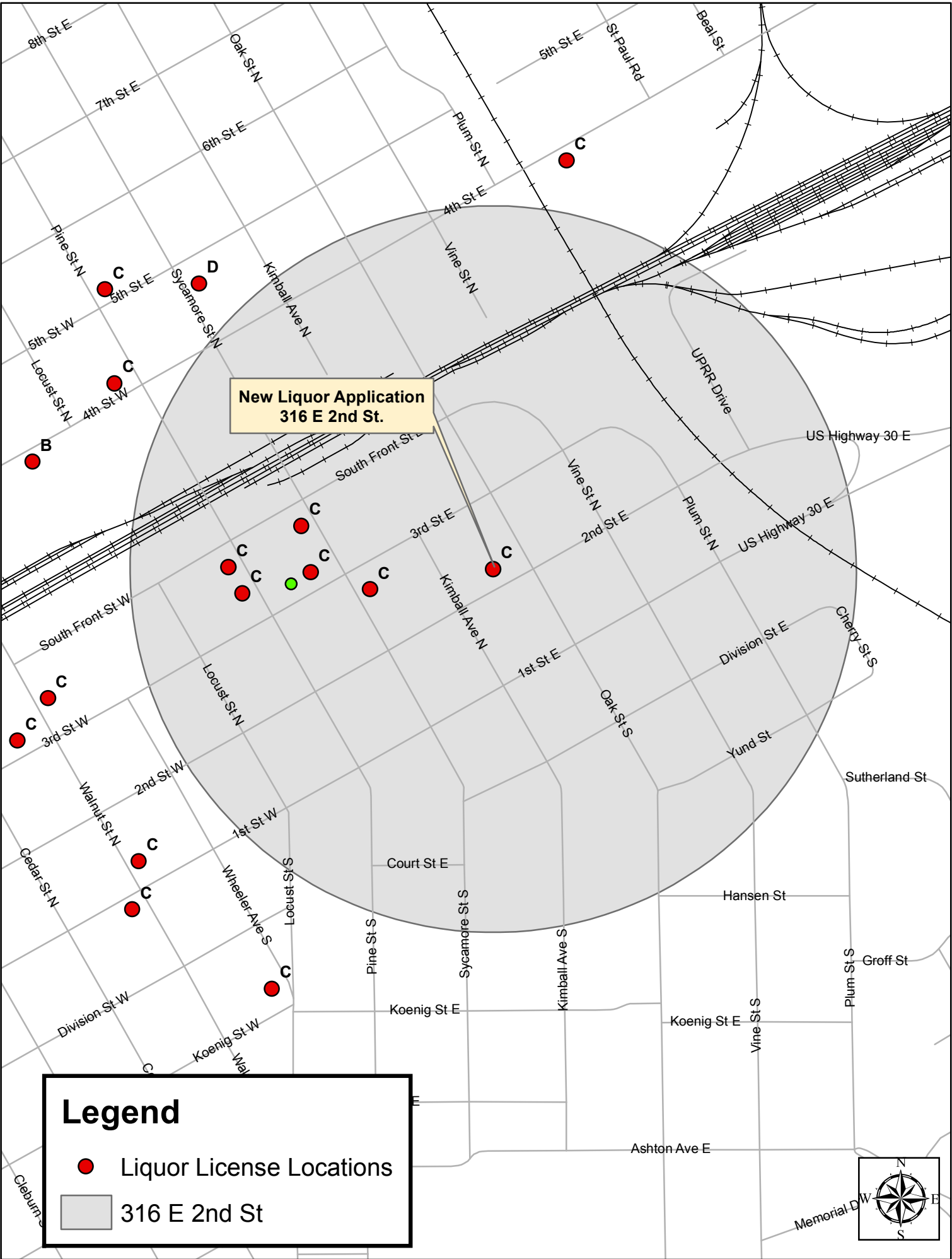
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

## **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 Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2<sup>nd</sup> Street for a Class 'C' Liquor License contingent upon final inspections and Mr. Zamora-Gomez completing a state approved alcohol server/seller training program.





# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item E4

**Public Hearing on Amendments to Chapter 36 of the Grand Island City Code Relative to Definitions, Yard Requirements, LLR Large Lot Residential Zone, ME Industrial Estates, RD Residential Development and Interpretation of Zoning Regulations**

Staff Contact: Chad Nabity



# **Council Agenda Memo**

**From:** Chad Nabity, AICP  
**Meeting:** May 10, 2011  
**Subject:** Changes to Chapter 36 (Zoning)  
**Item #'s:** E-4 & F-1  
**Presenter(s):** Chad Nabity, Regional Planning Director

## **Background**

*Concerning proposed amendments to Chapter 36 of the Grand Island City Code (Zoning) in the following area: §36-08 Definitions, §36-22 Yard Requirements, §36-71 ME Industrial Estates, §36-78 RD Residential Development including changes to Attachment A (Matrix) as it applies to the RD zone, and the addition of §36-24 Interpretation of These Regulations . (C-01-2011GI)*

## **Discussion**

The suggested changes are a result of a general review of possible changes to the zoning regulations for the City of Grand Island conducted by the Planning Department and Building Department in cooperation with the Planning Commission. Periodic review of the regulations is consistent with good planning practice and the issues included are ones that city staff has identified over the course of working with the regulations. These proposed changes are designed to clarify issues and make administration of the regulations easier for staff and clearer for the general public.

The proposed changes and the rationale behind each of the changes are attached to the end of this memo.

The Planning Commission discussed these changes at their January meeting. They held a public hearing concerning the changes at their April 6<sup>th</sup> meeting. No members of the public spoke in favor or against the proposed changes. A motion was made by Eriksen and seconded by Bredthauer to approve the amendments to Chapter 36 of the Grand Island City Code. The motion carried with 9 members present and all voting in favor (O'Neill, Ruge, Eriksen, Bredthauer, Reynolds, Haskins, Hayes, Connelly and Snodgrass) and no members 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 proposed changes as recommended.

## **Sample Motion**

Move to approve the proposed changes to Chapter 36 as recommended and shown in Ordinance Number 9294.

## For Discussion:

This item is brought to the planning commission for discussion based on a request from the Grand Island Board of Adjustment. They recently granted a variance for a property located at Davis Lake to modify the existing setback and allow a house to be built that project 20 feet in front of the established set back. All of the houses were placed 60 feet from the ROW and one has been allowed to build 40' from the ROW. This resets the established setback for those houses but does not address the underlying issue. The general purpose of this type of regulation is to require a minimum conformity of setbacks in a neighborhood or along a street. This means that each owner has similar visibility from the front of the structure. The proposed change would impact all lots where the frontage of the lot is 100 feet or greater. The width of the lot is a consideration because on wider lots there is more space for visibility

36-22 front yard requirements LLR from 50ft to 30ft.

### **§36-22. Yard Requirements**

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

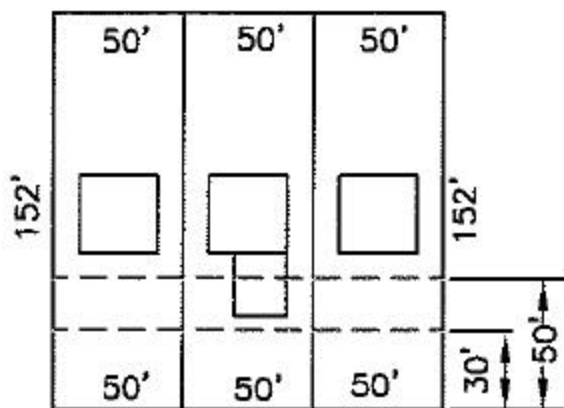
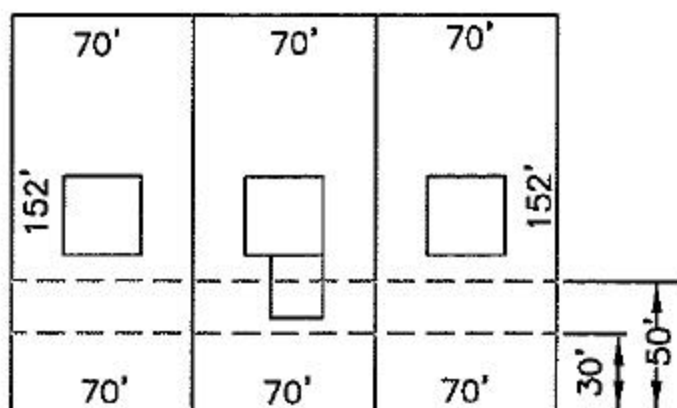
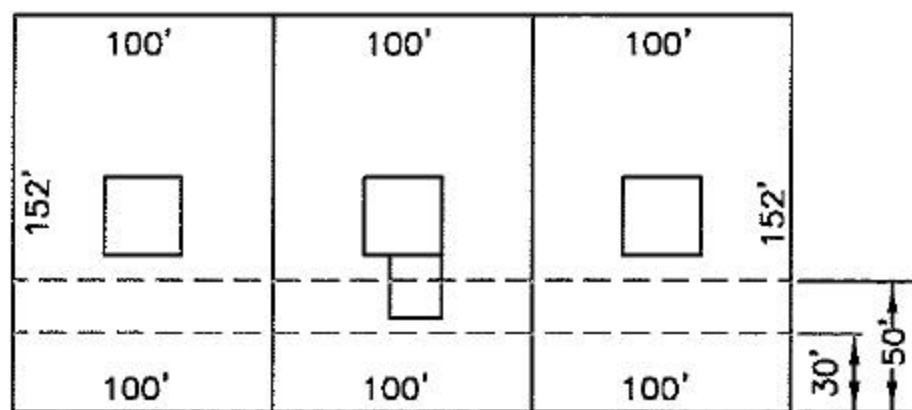
(B) All accessory buildings that are attached to principal buildings (e.g., attached garages) shall comply with the yard requirements of the principal building, unless otherwise specified.

**36-22** (C) Front Yard: There shall be a front yard setback as required herein, provided, that where fifty percent or more of the frontage on one street in any block is built up with buildings, no new building setback shall be less than either the required setback or the setback of any existing building which next exceeds the required setback, whichever is greater. This regulation shall not require a setback of more than 50 feet, **and in blocks where the lots have a street frontage of 100 feet or more the regulation shall not require a setback of more than 30 feet.**

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

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

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



## For Discussion:

The ME zone allows many uses with trucks and trailer but does not specifically allow Bus, Truck and Trailer Storage. The proposed changes would specify that as an allowed use. This would also be added to the Matrix. The ME zone was approved with landscaping requirements prior to the adoption of the landscaping regulations. Removing the language that allows 2 years for landscaping in the ME zone would make it consistent with the regulations in all other zoning districts.

### **§36-71. (ME) Industrial Estates Zone**

*Intent:* The intent of this zoning district is to provide for a variety of manufacturing, truck, trailer, and truck/trailer parts retailing, truck, trailer, and truck/trailer parts wholesaling, warehousing, administrative and research uses within an area of comparatively high visibility and having quality standards to promote an industrial park atmosphere.

(A) Permitted Principal Uses: The following principal uses are permitted in the (ME) Industrial Estates Zoning District.

- (1) Any industrial/manufacturing use found in the Zoning Matrix [Attachment A hereto] shall be permitted within this zoning district, provided, such use is in compliance with miscellaneous provisions and performance standards listed in this section, or unless specifically excluded, or a conditional use as listed below.
- (2) Administrative offices for the wholesale distribution of propane when bottles are filled from bulk propane tanks not to exceed 70,000 gallons and when such tanks are installed to provide a source of heat for a building on the lot.

**(3) Bus Garaging and Equipment Maintenance, Truck and Trailer Storage, Motor Freight Terminals**

**(4) 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 (ME) Industrial Estates Zoning District as approved by the City Council.

- (1) Explosives manufacturing
- (2) Towers (radio, television, satellite, etc.)
- (3) Gravel, sand or dirt removal, stockpiling, processing or distribution and batching plant
- (4) Trade and vocational schools
- (5) Other uses found in the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

- (1) Buildings and uses accessory to the permitted principal uses or approved permitted conditional uses.

(D) Specifically Excluded Uses:

- (1) Automotive wrecking or salvage yards
- (2) Billboards
- (3) Churches, schools, institutions and other similar public and semi-public uses except for trade and vocational schools
- (4) Concrete or cement products manufacturing and batching plants
- (5) Contractor's storage yard or plant
- (6) Milling or smelting of ores
- (7) Petroleum refining
- (8) Residential uses, any
- (9) Stock or feed yards and auction houses for livestock
- (10) Storage, dump, or yard for the collection, salvage or bailing of scrap paper, bottles, iron, rags, junk, or any other materials
- (11) Storage of explosives
- (12) Storage tanks or facilities for fuel oils, petroleum, acids, flammable liquids and chemicals

(13) Tanning, curing, or storage of hides or skins

~~(14) Other uses found in the Zoning Matrix [Attachment A hereto]~~

(E) Space Limitations:

Uses			Minimum Setbacks					
		A	B	C	D	E		
	Minimum Parcel Area (acres)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	2.5	250	50	20	20	50	50%	50
Conditional Uses	2.5	250	50	20	20	50	50%	50

Through Lots shall require that the Front Yard Setback be met on both sides adjacent to streets.

(F) Miscellaneous Provisions:

(1) Landscaping shall be provided in the entire area of all required front yards except for necessary paving of walkways and of driveways to reach parking and loading areas in the side or rear yards, provided, that any driveways in the front yard shall not be wider than thirty (30) feet. Landscaping shall include, but is not limited to, screen plantings, lawn area, pools, trees, shrubs, fences, and walls. Crushed rock, gravel, bark chips, etc., shall not substitute for lawn area. Landscaping shall be provided within two years of issuance of the occupancy permit for the principal structure and thereafter be properly maintained.

(2) Any outside storage of inoperable or unassembled parts or equipment shall be visually screened from the surrounding area by fences, walls, plantings, earth berm or other barrier and such screening shall be opaque.

(3) No loading facilities shall be located within a required front yard. Loading facilities located between a building and an adjacent street or residential district shall be visually screened to the same standards as any outside storage.

(4) No galvanized or other raw metal sheeting shall be used for the exterior construction of any principal or accessory building.

(5) Supplementary regulations shall be complied with as defined herein.

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

Amended by Ordinance No. 9047, effective 6-7-2006

Amended by Ordinance No. 9154, effective 1-8-2008

## For Discussion:

Changes to allow retirement living specifically in the RD zone was discussed during the 2004 update to the comprehensive plan and zoning regulations. It was not specifically added. It is allowed in the R4 zoning district so would be allowed in the RD but these changes and the subsequent changes to the Matrix. The RD zone was not included in the Matrix and has been added to the Matrix as attached.

36-78 RD – Residential assisted living, retirement or assisted living would be allowed as approved conditional use. Would be part of the RD approved through Planning or Council.

### **§36-78. (RD) Residential Development Zone**

(A) Intent: The intent of this zoning district is to permit a more flexible regulation of land use, and so as to more fully implement comprehensive planning for large parcels of land proposed predominantly for residential use.

(B) Boundaries: The boundaries of RD-Residential Development Zone shall be fixed by amendment of the Official Zoning Map at such times in the future as such zoning district is applied to properties within the City's zoning jurisdiction.

(C) Limitations:

(1) In a (RD) Residential Development Zone there shall be provided a minimum size of 1.5 acres.

(2) Any proposed development shall be constructed in accordance with an overall plan of development.

(3) Any proposed plan of development shall be designed as a single architectural scheme with appropriate common landscaping.

(4) Adequate parking space shall be provided for all residential units and for all employee's, visitor's, and user's vehicles, and such parking, loading, or service areas that shall be used for motor vehicles, and shall be located within the boundary lines of the (RD) Residential Development Zone, and shall be physically separated from any public street, right-of-way, or property line by a buffer strip of not less than 30 feet.

(5) No residential building or other permanent residential structure, nor parking lot, shall be located within 30 feet of any public street, right-of-way, or property line.

(6) The maximum ground coverage shall not exceed 30 percent of the property within the (RD) Residential Development Zone.

(7) The minimum off-street parking requirement shall be two parking spaces for every dwelling unit, plus one for each full-time employee.

(8) In the alternative to complying with the 30 foot buffer strip or setback as identified in subsections (4) and (5) above, a ten (10) foot wide landscaped screen compliant with the installation requirements of Section 36-102 shall be followed.

(D) Ownership: A (RD) Residential Development Zone shall require a tract of land which is developed as a unit under single designated control by a common ownership at the time it is certified as an (RD) Residential Development Zone.

(E) Permitted Principal Uses: The following principal uses are permitted in the (RD) Residential Development Zone.

(1) Uses as listed under permitted principal uses of the (TA) Transitional Agricultural Zone, (R-1) Suburban Residential Zone, (R-2) Low Density Residential Zone, (R-3) Medium Density Residential Zone, and (R-4) High Density Residential Zone except as listed under specifically excluded uses.

(2) Nonprofit community buildings and social welfare establishments other than those providing living accommodations.

**(3) All other Permitted Principal Uses indicated as permitted within the Zoning Matrix [Attachment A hereto]**

(F) 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 (RD) Residential Development Zone as approved by City Council.

(1) Towers

(2) Nursing, convalescent & rest home services

(3) Residential assisted living, retirement or assisted living

(4) All other Conditional Uses indicated as permitted within the Zoning Matrix [Attachment A hereto]

(G) Permitted Accessory Uses:

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

(H) Specifically Excluded Uses:

(1) Railway right-of-way, including railway yards or facilities.

(2) Truck, bush, and tree farming.

(3) Boarding and lodging housing, fraternity and sorority houses.

(4) Nonprofit community buildings and social welfare establishments providing living accommodations.

(5) Nonresidential uses.

(I) Procedure:

(1) An application to establish a (RD) Residential Development Zone shall be initiated in the manner prescribed in Article X of this chapter.

(2) Said application shall be filed with the city clerk in such form as shall be required by the city council and shall be accompanied by the following information:

(a) Site plan showing preliminary location and dimensions of all building areas, recreation, green or landscaped areas, parking and loading facilities, walkways or malls, screen walls, or plantings, waste disposal areas, illumination facilities, signs, curb cuts, utilities and services, private or dedicated drives or streets, etc.

(b) Preliminary drawings or renderings in sufficient detail so that the character of the development may be determined.

(c) Evidence as to the methods of retaining, maintaining, and protecting the open space, green areas, recreational facilities, etc.

(d) Development schedule as to construction phases of buildings, open space, recreational areas, parking facilities, etc., and estimated completion time.

(e) Evidence of ownership or control of the entire parcel to be used as a planned unit development by a single person, association, firm, etc., as defined herein.

(f) Evidence of economic feasibility. A copy of such application and supplementary information shall then be forwarded by the city clerk to the Planning Commission for review, hearing, and recommendation.

(3) In reviewing the application for amendment herein, the Planning Commission shall determine the following factors.

(a) That the proposed development will be in the public interest, in harmony with the purpose of this chapter and with comprehensive plans for the City, and will not adversely affect nearby property.

(b) That adequate, safe, and convenient pedestrian and vehicular trafficways and facilities are provided.

(c) That the development to be permitted shall be for the purpose of developing an integrated site plan in conformity with the regulations for a (RD) Residential Development Zone.

(4) The Planning Commission shall hold a public hearing on the proposed amendment and shall transmit its recommendation to the city council. A copy of the recommendation shall be sent to the applicant and one copy shall be retained in the permanent files of the Planning Commission.

(5) Procedure and action by the city council shall be the same in considering an amendment to the (RD) Residential Development Zone as in Article X of this chapter.

(J) Miscellaneous Provisions:



(1) It is intended that plans required for review and approval must be in a form that will satisfy the requirements of Chapter 33 of this code for both the preliminary and final plat, and that approval for plans and plats be considered simultaneously.

(2) The approved and filed final plan and plat shall be the basis for issuance of a building permit in conformity therewith. Plan changes which increase the number of buildings, increase building height or bulk, or change the location of buildings or other features which materially affect the basic design of the development shall require resubmission of the amendment. Minor adjustments in orientation, height or bulk of buildings, or decrease in the number of buildings may be approved by the Planning Director.

(3) Should any successful applicant for an amendment hereunder fail to have completed the construction of the footings and foundations for the initial building permit within eighteen (18) months after the city council shall approve a rezoning to a (RD) Residential Development Zone, the area in its entirety shall be reverted to its former zoning classification by appropriate action of the city council, provided, that the city council shall have the power to extend said period by six months in the event of special and unique hardships and circumstances.

(4) Control of the development following completion:

(a) The chief building official shall issue a certificate certifying the completion of the planned development, and shall note the issuance of the certificate on the final development plan.

(b) After the certificate of completion has been issued, the use of land and the construction, modification, or alteration of any buildings or structures within the residential development will be governed by the approved final development plan exclusively.

(c) After the certificate of completion has been issued, no changes may be made in the approved final development plan except upon application to the appropriate agency under the procedures provided below.

(i) Any minor extensions, alterations, or modifications of existing buildings or structures may be authorized by the Planning Director if they are consistent with the purposes and intent of the final plan. No change authorized by this subsection may increase the density of any building or structure by more than ten percent.

(ii) A building or structure that is totally or substantially destroyed may be reconstructed only in compliance with the final development plan unless an amendment to the final development plan is approved under subsection (iii) hereof.

(iii) All other changes in the final development plan as approved by the city council must be made by the city council under the procedures authorized under Article X of this chapter. No changes may be made in the final development plan unless they are found by the city council to be required for the continued successful functioning of the residential development, or unless they are found by the city council to be required by changes in conditions that have occurred since the final plan was approved or by changes in the comprehensive planning and development policy of the City.

Amended by Ordinance No. 8976, effective 06-08-2005

-	<b>RD</b>
<b>Land Use Categories</b>	<b>I</b>
Agricultural operation	P
Artists - painters, sculptors, composers, & authors	P
Athletic field or playfield	P
Bed and breakfast residence	P
Churches, synagogues & temples	P
Convents	P
Country club (Accessory to another use eg. Golf course)	P
Dormitories, college	P
Dwelling, multi-family	P
Dwelling, single-family	P
Dwelling, two-family	P
Electricity regulating substation	P
Farms, commercial forestry	P
Farms, fiber crops	P
Farms, fruits, nuts or vegetables	P
Farms, grain crops	P
Farms, hay & alfalfa	P
Fraternity & sorority houses	P
Golf courses, public	P
Group care home	P
Libraries	P
Manufactured homes on permanent foundation	P
Monasteries	P
Orphanages	P
Parks, public	P
Petroleum pipeline R/W	P
Play lot or tot lot	P
Playfields & athletic fields	P
Playgrounds	P
Private clubs	P
Railroad right-of-way	P
Rectories	P
Schools, pre-primary	P
Schools, primary	P
Schools, professional	P
Sorority & fraternity houses	P
Synagogues, churches, & temples	P
Temples, churches, & synagogues	P
Tot lot or play lot	P
Utility substations, pumping station, water reservoir & telephone exchange	P
Wind energy installation (micro/small)	P
Convalescent, Nursing & rest home services	C
Day care centers	C
Farms, nursery stock	C
Nursing, convalescent & rest home services	C
Radio transmitting stations & towers	C
Residential assisted living, retirement or assisted living	C
Rest, nursing, & convalescent home services	C
Retirement homes	C
Telephone relay towers (microwave)	C
Television transmitting stations & relay towers	C

## For Discussion:

The current definition of a principal building does not allow for individual buildings on a single lot using shared services if all of the buildings are used for the same principal use. An example where this might happen is a strip commercial center. There could be several buildings located on a single lot all containing office/retail space. If these buildings were to share an electrical and sewer service this would allow for better utilization of the property in many cases and would encourage building owners to alter the placement of the buildings from a single line of shops/offices.

### 36-8 Definitions

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

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

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

**Building Code** shall mean the various codes of the City that regulate construction and requires building permits, electrical permits, mechanical permits, plumbing permits, and other permits to do work regulated by the adopted building code of the City, and other codes adopted by the City that pertain to building construction.

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

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

**Building Principal** shall mean a building within which the main or primary use on the lot or premises is located **and which is supplied with the main electric and/or sewer utility connections**..(Also, see Use, Principal.)

## For Discussion:

The current code does not have any provisions explaining who has authority or granting authority to any individuals within the city for the interpretation of the zoning regulations. Zoning regulations have to be interpreted in order to be enforced. One of the powers of the Board of Adjustment is to determine if an administrative official has made a correct decision in interpreting the regulations so it is obvious that the State recognizes that someone needs to interpret the regulations. The Building Codes have a section that defines who will make those interpretations and gives guidance regarding how those should be made. The proposed language has been modified from the building code and is recommended as an addition to the Grand Island Zoning Regulations. This provision is consistent with the practice that has been in place between the Hall County Regional Planning Department and the Grand Island Building Department.

### 36-24 Interpretation of These Regulations

The planning director and chief building official together are hereby authorized and directed to enforce the provisions of this code. The planning director and building official together shall have the authority to render interpretations of this code to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.



# **City of Grand Island**

**Tuesday, May 10, 2011**

**Council Session**

## **Item E5**

**Public Hearing on the Semi-Annual Report by the Citizens' Review Committee on the Economic Development Program Plan.**

Staff Contact: Mark Stelk, Chairman

# **Council Agenda Memo**

**From:** Mary Lou Brown, City Administrator

**Meeting:** May 10, 2011

**Subject:** Public Hearing Concerning the Semi-Annual Report by the Citizen's Review Committee on the Economic Development Program Plan

**Item #'s:** E-5 & G-3

**Presenter(s):** Mary Lou Brown, City Administrator  
Mark Stelk, Chairman,  
Citizen's Advisory Review Committee

## **Background**

The voters of the City of Grand Island approved an economic development plan at the May 6, 2003 election. Subsequent to the election, the City has adopted an ordinance that establishes the economic development plan and a Citizens' Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizens' Advisory Review Committee is required by State Statute and the Grand Island City Code to make a semi-annual report to the City Council.

## **Discussion**

The Citizens Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee looks forward to receiving and reviewing meritorious applications for consideration in the future. The committee received the semi-annual report from the Economic Development Corporation at its meeting of April 26, 2011, and voted to forward it on to the City Council for its review and acceptance.

## **Alternatives**

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

1. Accept the semi-annual report of the Citizens' Advisory Review Committee.

2. Do not accept the semi-annual report of the Citizens' Advisory Review Committee.

### **Recommendation**

City Administration recommends that the Council accept the semi-annual report of the Citizens' Advisory Review Committee.

### **Sample Motion**

Move to accept the semi-annual report of the Citizens' Advisory Review Committee.



# *2011 City of Grand Island, Nebraska Economic Development Program Mid-Year Report*

*Presenter: Marlan Ferguson  
President*

*Grand Island Area Economic Development Corp.*



Phone: 800-658-4283 — 308-381-7500  
Fax: 308-398-7205  
PO Box 1151  
308 North Locust, Suite 400  
Grand Island, NE 68802

*Progress  
for Grand Island*



Grand Island's Economic Development Program is a community tool that encourages and stimulates the growth of quality jobs.

- ✓ Attracts permanent investment
- ✓ Broadens the tax base
- ✓ diversifies the region's economic base
  - leads to new opportunities and options for all citizens
- ✓ Improves the Quality of Life



The intent and goal of the program is to provide well paying jobs to the citizens of Grand Island, by encouraging and assisting local businesses to expand with job creation and capital investment, and recruit new qualified businesses.

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The Economic Development Program may include, but shall not be limited to:

- A revolving loan fund for non-retail qualified businesses.
- Grants or agreements for job training
- Technical Assistance to businesses
- Public Works improvements and/or purchase of fixed assets including land grants or real estate options essential to the location or expansion of a qualifying business.
- Creative and Flexible initiatives to stimulate economic growth
- End Destination Tourism Related Activities
- Development of low to moderate income housing

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## Types of Businesses that will be Eligible

1. A qualifying business can be a corporation, partnership, LLC, or sole proprietorship that derives its principal source of income for any of the following:
  - A. Manufacturer of articles of commerce
  - B. Research and Development
  - C. Processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce as distinguished from goods offered for sale at retail locally
  - D. The sale of services in interstate commerce
  - E. Telecommunications
  - F. End Destination Tourism-Related Activities
2. Qualifying business must be located within the zoning jurisdiction of the city unless a variance is granted.
3. Any other business deemed qualifying through the Legislature.

## Application Process

### 1. Loan Fund Application to include to the following information if available:

- Loan Fund Application
- Business Plan
- Two years completed Federal Tax Return (signed)
- Current Year to Date Profit & Loss Statement
- Recent Balance Sheet (signed)
- Other information as requested

### 2. Submit the completed Application

- A. Grand Island Area Economic Development Corp. Executive Board for review and determination if the application meets with the guidelines of the program.
- B. Citizens' Advisory Review Committee for review and approval to move forward.
- C. The City Council – will approve or deny the application.

### 3. Notify Applicant

### 4. Monitor Applicant



## Source of Funding

- Annual funding for the program, \$750,000 per year, will come from the City's General Fund commencing with the Fiscal Year of 2003-2004 budget year, and will continue for 10 years.
- 10 year Commitment to the Program - \$7,500,000.
- We are now in our 8<sup>th</sup> year

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# LB-840 Projects

(October 1, 2003 thru March 2011)

Available Funding for Projects: **\$3,200,000**

Standard Iron	200,000 (2004)
Heritage Disposal	100,000 (2004)
Love Signs	42,000 (2005)
CXT, Inc.	200,000 (2005)
J. C. Doyle	20,000 (2006)
O'Neill Wood Resources	45,000 (2007)
Case IH	325,000 (2007)
Hornady Manufacturing	154,000 (2007)
Principal Financial Group	30,000 (2007)

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## LB-840 Projects Continued

Hastings Foods	70,000 (2008)
Nova-Tech, Inc.	160,000 (2008)
Ace Machine Shop	32,500 (2009)
Structured Solutions	600,000 (2009)
Hornady Mfg. (2 <sup>nd</sup> Application)	200,000 (2010)
Platte Valley Industrial Park East	575,000 (2010)
Rogue Manufacturing	50,000 (2010)
Standard Iron (2 <sup>nd</sup> Application)	<u>200,000 (2011)</u>
(17 projects)	\$ 3,003,500

**Administration Fees (paid to City of Grand Island) - \$ 157,500**





## Process to Assure Requirements are Met by the City and Qualifying Business

On a regular basis, audit reviews are performed to ensure that qualifying businesses are following the appropriate laws and meeting the terms and conditions of the program.

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## **APPLICANTS WHICH HAVE COMPLIED WITH THE TERMS OF THE PROGRAM**

Standard Iron – 2004 Application for \$200,000 – Forgiven 2009  
CXT – 2005 Application for \$200,000 – Forgiven in 2009

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**LB-840**  
**Proposed Fiscal Period**  
**October 1, 2010 thru September 31, 2011**  
**Budget**

Community Publicity (to include business retention and recruitment, advertising, surveys & studies, prospect development)	85,000
Project Costs	49,000
PVIP Costs (real estate taxes, interest, maintenance)	78,000
Debt Service Payments	96,000
Occupancy (rent, utilities, telephone, janitorial, insurance)	<u>42,000</u>
<b>TOTAL EXPENSES</b>	<b>\$ 350,000</b>



### **Major Projects that the EDC has been involved in over the past two years:**

**Manufacturing Projects:** Electronics Manufacturing - Assembly and production facility currently in China. Needed building up to 30,000 sq. ft. all air conditioned.

**Medical Device Manufacturer** – Second manufacturing facility of medical devices. Need building no less than 70,000 sq. ft. expandable to 125,000 sq. ft. Entire building needed to be air conditioned.

**Pharma Grade Production Facility.** Needed green building 87,000 sq. ft. minimum expandable to 174,000 sq. ft. Jobs were "Green", high-tech driven and long-term.

**Flour Mill & Bakery.** Joint venture between two companies and a farmer-owned cooperative.

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## Wind Power Projects

- ❖ Wind Blade Project – Manufacturer – labor intensive. 40 acre site which is rail served, access to 4-lane Highway as well as Interstate 80, utilities, workforce, incentives.
- ❖ Wind Tower Project – Manufacturer. Up to a 200 acre site, rail, access to Interstate 80, Phase I, Wetland and Environmental Studies completed and current.
- ❖ Wind Turbines – International company for assembly and distribution. Needed a 60 acre site, rail, access to highways and interstate.

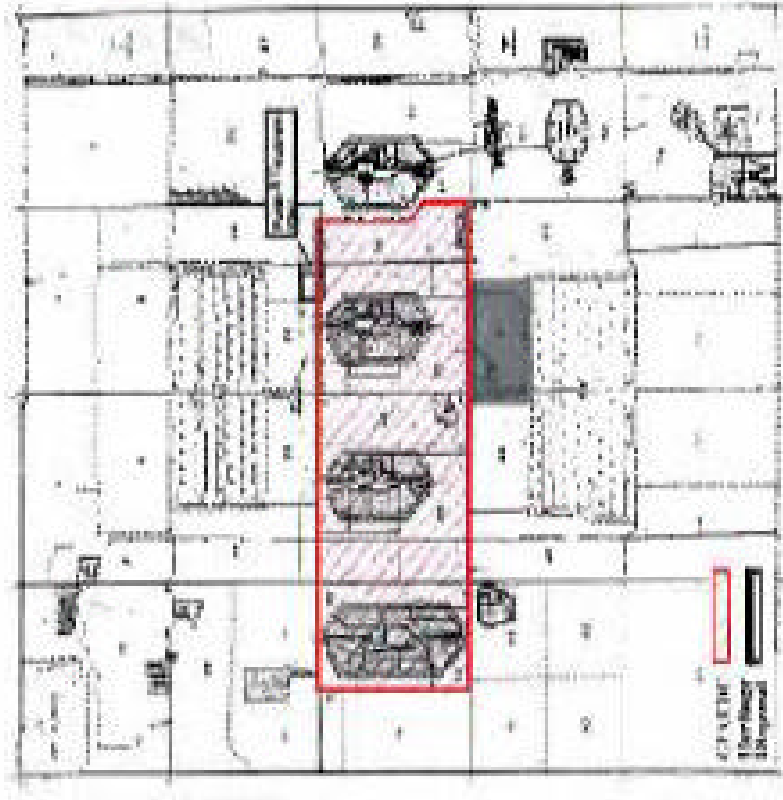




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## Cornhusker Industrial Park

Now



CORNHUSKER INDUSTRIAL PARK  
 TRACT 100-A THIS MAP

Possible Future



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## EVERY DOLLAR SPENT TURNS OVER **7** TIMES

- Purchase and Improve Homes
  - Purchase Vehicles
  - Pay Real Estate Taxes
  - Buy Groceries
  - Purchase Clothing
  - Pay Insurance
  - Pay Utilities
- And other various expenses

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*LB-840 is intended to help the EDC recruit,  
establish, and grow our community.*

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## 2011 Board of Trustee's



Chairman  
Roger Bullington  
Chief Buildings



Vice Chairman  
Ann Martin  
Idea Bank Marketing



Secretary/Treasurer  
Tom Gdowski  
Equitable Bank



Elected Trustee  
Doug Fargo  
Global Industries



Elected Trustee  
Tom Pirnie  
G.I. Express



Elected Trustee  
Jay Kaspar  
INSUR, Inc.



Elected Trustee  
Bill Westering  
Westering Enterprises



Elected Trustee  
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## 2011 Advisory Board



Pam Lancaster  
Hall Co. Board of Supervisors



Lisa Crumrine  
Chamber of  
Commerce Chairman



Mary Lou Brown  
City Administrator



Jim Hartman  
NorthWestern Energy



Dr. Lynn Black  
Central Community College



Randy Kissinger  
NE Workforce



Dr. Harrison Cass  
G.I. Public Schools



Mayor Jay Vavricek



Peg Gilbert  
G.I. City Council



Mike Olson  
Hall Co.  
Airport  
Authority

Cindy Johnson  
G.I. Area Chamber  
of Commerce



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item E6

**Public Hearing Concerning Acquisition of Utility Easement - One  
Half mile South of Wildwood Drive, West of South Locust Street,  
on the North side of the Platte River (Schnase Farms, LLC)**

Staff Contact: Tim Luchsinger

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director

**Meeting:** May 10, 2011

**Subject:** Acquisition of Utility Easement – Schnase Farms – ½ mile south of Wildwood Drive, west of South Locust Street, on the North side of the Platte River

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

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Schnase Farms, LLC, located one-half mile south of Wildwood Drive, west of South Locust Street, on the north side of the Platte River, in Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used to install underground cable, conduit, and a pad-mounted transformer to provide electrical service to a new home to be constructed at the site.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.

WILDWOOD DRIVE

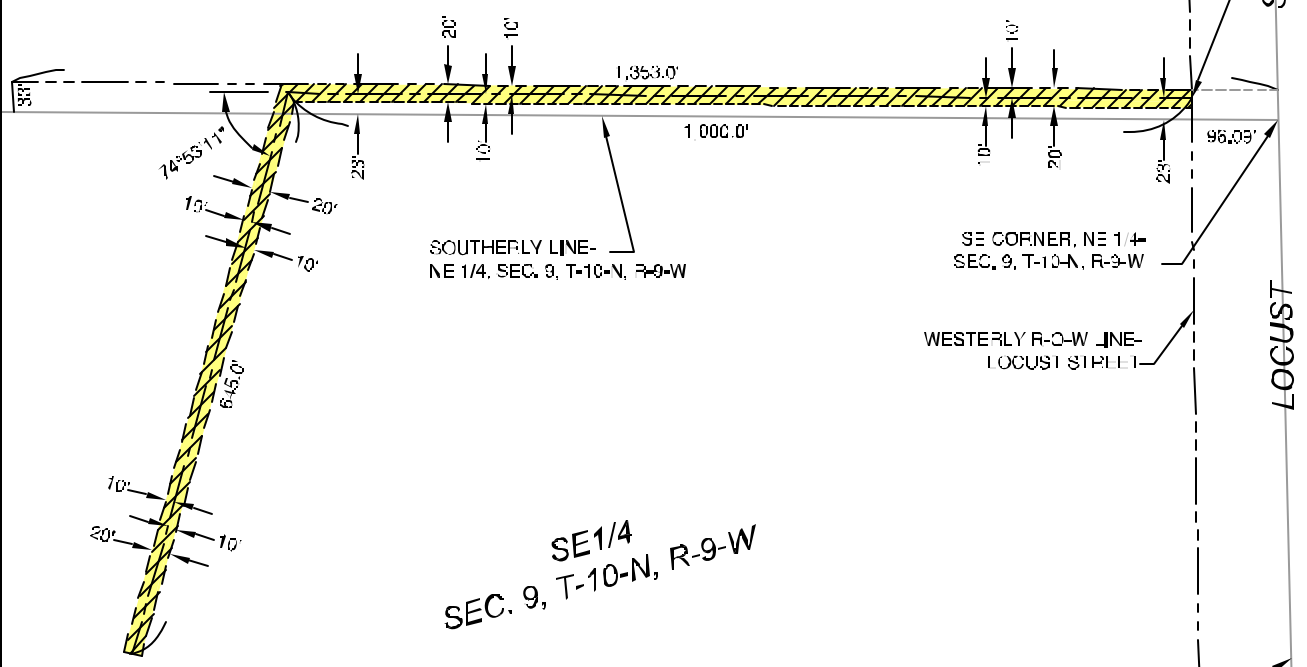
NE 1/4  
SEC. 9, T-10-N, R-9-W

WESTERLY LINE-  
NE 1/4, SEC. 9, T-10-N, R-9-W


STREET

POINT OF  
BEGINNING

LOCUST



LEGEND

 INDICATES 20' WIDE  
UTILITY EASEMENT



CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 200'
DATE: 4/14/2011	FILE: SEC 9-10-9



# **City of Grand Island**

**Tuesday, May 10, 2011**

**Council Session**

## **Item E7**

**Public Hearing for 2010-2011 Community Revitalization CDBG  
Phase 2 Application**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

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

**Council Meeting:** May 10, 2011

**Subject:** Public Hearing on Community Revitalization Phase 2  
Block Grant Application

**Item #:** E-7 & G-8

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

## **Background**

In 2005, the Nebraska Department of Economic Development (NDED) developed a Community Revitalization program to utilize Community Development Block Grant (CDBG) funds in eight Nebraska municipalities with populations between 20,000 and 49,999. The program allocates grant funds over a multi-year period to meet locally identified needs that are CDBG eligible. In November 2009, the 2005 Comprehensive Needs Assessment and Revitalization Strategy was updated and a 3-year action plan developed through 2013.

Phase 1 of the Action Plan was funded in March 2010 for \$257,794 and a Supplemental Grant of \$229,401 was received in October 2010. A Phase 2 application is due May 17, 2011 and requires a public hearing prior to submission of an application to the Nebraska Department of Economic Development to solicit public comment and input into the proposed project and grant application. A legal notice was published in the May 3, 2011 Grand Island Independent with notice of this council meeting and contact information for written comments.

## **Discussion**

For Phase 2 Community Revitalization, the City is applying for a grant to carry out the third phase of a Comprehensive Revitalization Strategy for a selected low-to-moderate income area of Grand Island. The request includes grant funds of about \$227,750 for rehabilitation of up to 9 owner-occupied homes and amount not to exceed 8% (about \$21,690) for General Administration and 8% (\$21,690) for Housing Administration. The City will provide the 1:1 matching funds through eligible public works, utilities, Community Redevelopment Authority and community development projects. The project would begin July 2011 to be completed approximately the end of August 2012.



### **ALTERNATIVES**

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

1. Approve the Community Revitalization Phase 2 application and authorize the Mayor to sign all related documents
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

### **Recommendation**

City Administration recommends that Council approve the Community Revitalization Phase 2 application and authorize the Mayor to sign all related documents.

### **Sample Motion**

Move to approve the Community Revitalization Phase 2 application and authorize the Mayor to sign all related documents

\*Please run the following legal notice in the legal section of the Grand Island Independent on **Tuesday, May 3, 2011.**

The Affidavit of Publication may be sent to:

Joni Kuzma  
Community Development Division  
P. O. Box 1968  
Grand Island, NE 68802

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NOTICE OF PUBLIC HEARING ON APPLICATION FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Notice is hereby given, that on May 10, 2011 in the City Council Chambers of City Hall, the City of Grand Island will hold a public hearing concerning an application to the Department of Economic Development for a Community Development Block Grant. The grant is available to local governments for community development activities.

The City of Grand Island is requesting a \$271,130 grant to carry out Phase 2 of a Comprehensive Revitalization Strategy for a selected low-to-moderate income area of Grand Island. The request includes grant funds up to \$227,750 for rehabilitation of up to 9 owner-occupied homes and an amount not to exceed 8% (\$21,690) for General Administration and 8% (\$21,690) for Housing Administration. The City will provide a minimum of \$227,750 in matching funds for eligible projects.

100% of the total amount of requested CDBG funds, with the exception of General Administration will be used to benefit low and moderate income people; there will be no displacement of people as a result of these CDBG activities.

The grant application will be available for public inspection at the Community Development Office, which is located on the 2<sup>nd</sup> floor of City Hall. All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the grant application. Written testimony will also be accepted at the public hearing scheduled for 7:00 p.m. on May 10, 2011 in the City Council Chambers. Written comments addressed to Joni Kuzma, Community Development Division, P. O. Box 1968, Grand Island, NE 68802, will be accepted if postmarked on or before May 9, 2011.

Individuals requiring physical or sensory accommodations including interpreter service, braille, large print or recorded materials, please contact RaNae Edwards, City Clerk, 308-385-5444, Ext. 111 no later than May 9, 2011.

Joni Kuzma  
Community Development Administrator

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# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item F1

**#9294 - Consideration of Amendments to Chapter 36 of the Grand Island City Code Relative to Definitions, Yard Requirements, LLR Large Lot Residential Zone, ME Industrial Estates, RD Residential Development and Interpretation of Zoning Regulations**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9294

An ordinance to amend Chapter 36 of the Grand Island City Code; to add subsections to Section 36-8; to amend Section 36-8, specifically to amend the definition of Building Principal; to amend Section 36-22, pertaining to side yard requirements; to add Section 36-24, pertaining to the interpretation of the zoning regulations; to amend Section 36-71, pertaining to the ME Industrial Estates Zone; and to amend Section 36-78, pertaining to Residential Development Zone; to repeal Sections 36-8; 36-22; 36-24; 36-71; and 36-78 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

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

**§36-8 Definitions**

(A)

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

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

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

**Accessory Building** (see Building, accessory)

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

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

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

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

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

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

**Adult Companionship Establishment** shall mean an establishment which provides the service of engaging in or listening to conversation, talk or discussion between an employee of the establishment and a

Approved as to Form ☐ \_\_\_\_\_  
May 5, 2011 ☐ City Attorney

## ORDINANCE NO. 9294 (Cont.)

customer, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

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

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

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

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

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

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

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

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

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

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

**Agricultural Operations** (see "Farming")

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

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

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

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

ORDINANCE NO. 9294 (Cont.)

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

**Alteration, Structural** (see Structural alteration)

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

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

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

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

**Animals, Domestic** (see Household pet)

**Animal Unit** (see Livestock Feeding Operation)

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

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

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

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

**Apartment House** (see Dwelling, multiple family)

**Appearance** shall mean the outward aspect visible to the public.

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

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

**Architectural Character** see Architectural Concept

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

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

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

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

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

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

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

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

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

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

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

**Automobile Wrecking Yard** see Salvage Yard as defined herein.

(B)

ORDINANCE NO. 9294 (Cont.)

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

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

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

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

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

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

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

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

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

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

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

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

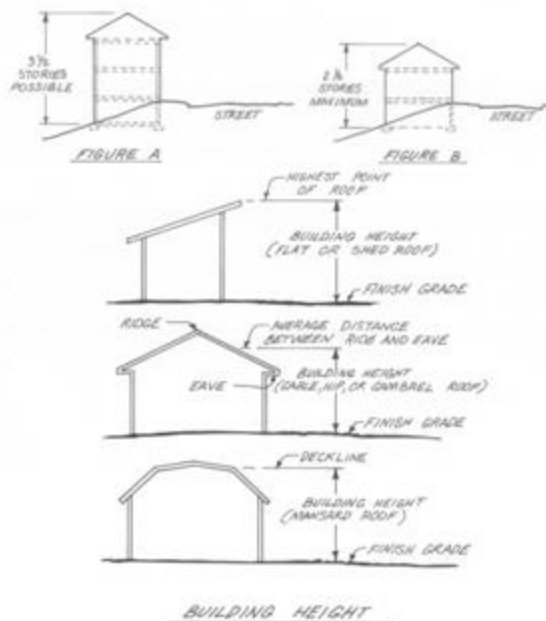
**Brew-on Premises Store** shall mean a facility that provides the ingredients and equipment for a customer to use to brew malt liquor at the store. Brew-on-premises stores do not include the sale of intoxicating liquor, unless the owner of the brew-on-premises store holds the appropriate liquor license.

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

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

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

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



ORDINANCE NO. 9294 (Cont.)

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

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

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

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

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

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

**Building Code** shall mean the various codes of the City that regulate construction and requires building permits, electrical permits, mechanical permits, plumbing permits, and other permits to do work regulated by the adopted building code of the City, and other codes adopted by the City that pertain to building construction.

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

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

**Building Principal** shall mean a building within which the main or primary use of the lot or premises is located and which is supplied with the main electric and/or sewer utility connections. (Also, see Use, Principal.)

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

(C)

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

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

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

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

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

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

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

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

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

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

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

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



## ORDINANCE NO. 9294 (Cont.)

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

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

**Code** shall mean the Grand Island City Code.

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

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

**Commercial Feeding Operation** (See Livestock Feeding Operation)

**Commission** shall mean the Hall County Regional Planning Commission.

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

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

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

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

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

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

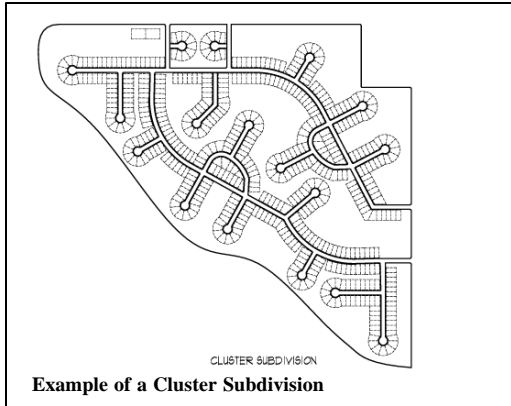
**Comprehensive Development Plan** shall mean the Comprehensive Development Plan of Grand Island, Nebraska as adopted by the City Council, setting forth policies for the present and foreseeable future community welfare as a whole and meeting the purposes and requirements set forth in state statutes.

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

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

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

**Confinement** shall mean totally roofed buildings, which may be open-sided (for ventilation purposes only) or completely enclosed on the sides, wherein animals or poultry are housed over solid concrete or dirt floors, or slatted (partially open) floors over pits or manure collection areas in pens, stalls, cages, or alleys, with or without



## ORDINANCE NO. 9294 (Cont.)

bedding materials and mechanical ventilation. The word "confinement" shall not mean the temporary confined feeding of livestock during seasonal adverse weather.

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

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

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

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

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

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

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

**Contiguous** shall mean the same as "Abut".

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

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

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

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

**Curve Lot** see "Lot, Curve".

(D)

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

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

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

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

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

**Development Concept Plan** (See Site Plan.)

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

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

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

ORDINANCE NO. 9294 (Cont.)

**Domestic Animals** (See Household Pet.)

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

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

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

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

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

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

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

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

**Dwelling, Modular** (Is considered a conventional type single-family dwelling). Any prefabricated structure, used for dwelling purposes, moved on to a site in an essentially complete constructed condition, in one or more parts, and when completed is a single family unit on a permanent foundation, attached to the foundation with permanent connections. To be a modular home it shall meet or be equivalent to the construction criteria as defined by the Nebraska State Department of Health and Human Services under the authority granted by Section 71-1555 through 71-1567 Revised Statutes of Nebraska 1943, in addition to any amendments thereto.

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

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

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

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

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

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

**Dwelling Unit** One room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy or lease on a weekly, monthly, or longer basis, and physically separate from any

ORDINANCE NO. 9294 (Cont.)

other rooms or dwelling units which may be in the same structure, and containing independent cooking, toilet and sleeping facilities.

(E)

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

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

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

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

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

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

**Erected** shall mean constructed upon or moved onto a site.

**Existing and Lawful** shall mean the use of a building, structure, or land was in actual existence, operation, and use, as compared to the use being proposed, contemplated, applied for, or in the process of being constructed or remodeled. In addition, the use must either have been permitted, authorized, or allowed by law or any other applicable regulation prior to the enactment of a zoning regulation when first adopted or permitted, authorized or allowed by the previous zoning regulation prior to the adoption of an amendment to that zoning regulation.

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

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

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

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

(F)

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

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

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

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

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

**Farm** shall mean an area containing at least twenty (20) acres or more which is used for growing of the usual farm products such as vegetables, fruit, and grain, and the storage on the area, as well as for the raising thereon of the usual farm poultry and farm animals. The term farming includes the operating of such area for one or more of the above uses with the necessary accessory uses for treating or storing the produce and the feeding of livestock as

## ORDINANCE NO. 9294 (Cont.)

hereinafter prescribed; provided such accessory uses do not include the feeding of garbage or offal to swine or other animals.

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

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

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

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

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

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

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

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

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

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

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

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

(G)

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 9294 (Cont.)

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

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

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

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

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

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

(H)

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

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

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

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

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

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

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

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

**Height of Building** see definition of Building Height herein.

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

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

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

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

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

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

ORDINANCE NO. 9294 (Cont.)

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

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

(U)

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

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

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

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

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

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

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

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

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

(U)

**Juice Bar** (See Adult Establishment.)

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

**Junk Yard** shall definition of Salvage Yard herein.

(K)

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

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

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

(L)

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

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

## ORDINANCE NO. 9294 (Cont.)

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

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

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

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

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

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

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

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

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

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

**Livestock** (See Animals, Farm.)

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

- One (1) A.U.= One (1) Cow/Calf combination
- One (1) A.U.= One (1) Slaughter, Feeder Cattle;
- One (1) A.U.= One-half (1/2) Horse;
- One (1) A.U.= Seven Tenths (.7) Mature Dairy Cattle;
- One (1) A.U.= Two and One Half (2.5) Swine (55 pounds or more);
- One (1) A.U.= Twenty Five (25) Weaned Pigs (less than 55 pounds);
- One (1) A.U.= Two (2) Sows with Litters;
- One (1) A.U.= Ten (10) Sheep;
- One (1) A.U.= One Hundred (100) Chickens;
- One (1) A.U.= Fifty (50) Turkeys;
- One (1) A.U.= Five (5) Ducks.

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

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

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



ORDINANCE NO. 9294 (Cont.)

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

- Nursing facilities
- Boarding home
- Adult Care Home
- Assisted Living Facility
- Center for the Developmentally Disabled
- Group Residence
- Swing Bed
- Adult Day Care

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

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

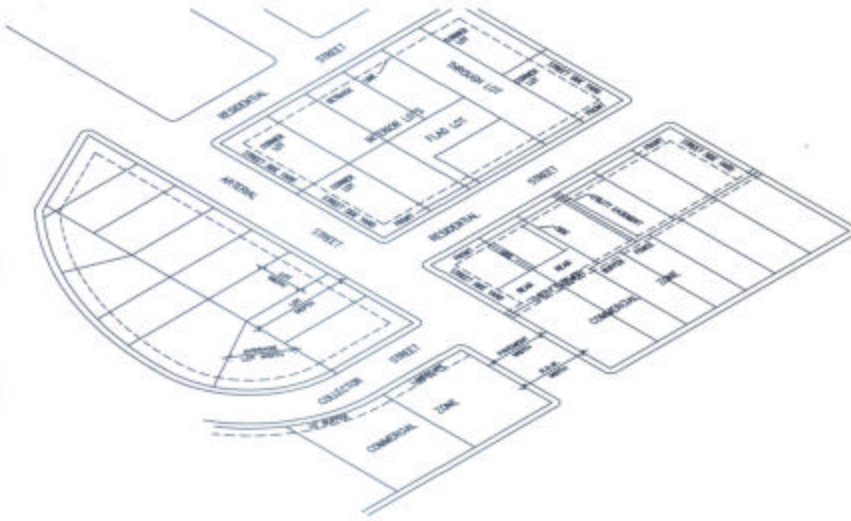
**Lot, Corner** shall mean a lot located at the intersection of two (2) or more streets at an angle of not more than one hundred thirty-five (135) degrees. If the angle is greater than one hundred thirty-five (135) degrees, the lot shall be considered an "Interior Lot".

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

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

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

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



ORDINANCE NO. 9294 (Cont.)

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

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

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

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

**Lot Line** shall mean the property line bounding a lot.

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

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

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

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

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

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

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

(M)

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

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

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

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

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

**Massage Parlor** (See Adult Massage Parlor.)

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

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

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

ORDINANCE NO. 9294 (Cont.)

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

**Mobile Home Park** (See Manufactured Home Park.)

**Mobile Home Subdivision** (See Manufactured Home Subdivision.)

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

**Motel** (See Hotel.)

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

(N)

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

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

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

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

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

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

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

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

**Nursing Home** see Congregate Care Facility

**Nursery School** see Preschool

(O)

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

**Official Map** (See Map, Official Zoning District.)

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

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

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

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

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

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

## ORDINANCE NO. 9294 (Cont.)

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

(P)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Planning Commission** shall mean the Hall County Regional Planning Commission.

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

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

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

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

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

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

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

## ORDINANCE NO. 9294 (Cont.)

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

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

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

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

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

(Q)

(R)

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 9294 (Cont.)

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

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

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

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

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

**Road** shall mean the same as "Street".

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

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

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

(S)

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

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

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

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

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

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

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

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

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

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

**Service Stations** shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light **Retail Trade** shall mean uses primarily engaged in selling merchandise for personal or household consumption and rendering services incidental to the sale of goods. Uses engaged in retail trade sell merchandise to the general public or to households for personal consumption.

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

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

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

ORDINANCE NO. 9294 (Cont.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Skateboard Ramp** shall mean an outdoor structure with an upward inclined surface, essentially one of the sides of a pipe, which are designed and principally intended to permit persons on skateboards to move from horizontal to vertical and back to horizontal. **Sludge** shall mean solids removed from sewage during wastewater treatment and then disposed of by incineration, dumping, burial, or land application.

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

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

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

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

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

ORDINANCE NO. 9294 (Cont.)

**State** shall mean the State of Nebraska.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



ORDINANCE NO. 9294 (Cont.)

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

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

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

(T)

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

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

**Tavern** (See Bar.)

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

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

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

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

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

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

(U)

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

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

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

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

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

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

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

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

**Utility Easement** shall mean the same as "Easement".

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

**Utilities, Overhead or Underground "Local Distribution" System of** shall mean the local service distribution circuit or lines and related appurtenances served from a substation, town border station, reservoir, or terminal facility which is served from a main supply line, main transmission line, or main feeder line as may be

ORDINANCE NO. 9294 (Cont.)

applicable to electric, communications, gas, fuel, petroleum, fertilizer, or other chemical utilities. Local electric distribution systems shall be limited to include all lines and appurtenances carrying a primary voltage of less than 161 KV from an electric transformer substation to the consumer. The local telephone distribution system shall be limited to include the local exchange lines, the local toll lines, and the local communications equipment facilities structure.

**Utilities, Overhead or Underground "Transmission Line, Supply Line, Wholesale Carrier or Trunk Line, Main Feeder Line"** shall mean the main supply or feeder line serving a local distribution system of utilities, and shall include but is not limited to pumping stations, substations, regulating stations, generator facilities, reservoirs, tank farms, processing facilities, terminal facilities, towers, and relay stations, and treatment plants.

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

(V)

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

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

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

**Vehicle, Motor** (See Motor Vehicle.)

(W)

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

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

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

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

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

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

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

**Wastewater Lagoon** (See Lagoon.)

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

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

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

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

ORDINANCE NO. 9294 (Cont.)

establishments include maintaining inventories of goods; extending credit; physically assembling, sorting and grading goods in large lots, breaking bulk and redistribution in smaller lots; delivery; refrigeration; and various types of promotion such as advertising and label designing.

(X)

(Y)

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

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

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

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

(Z)

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

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

**Zoning District** shall mean the same as "District".

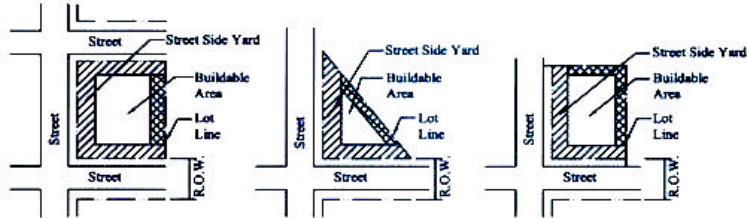
**Zoning District, Change of** shall mean the legislative act of removing one (1) or more parcels of land from one (1) zoning district and placing them in another zoning district on the Official Zoning Map.

Amended by Ordinance No. 8976, effective 06-08-2005

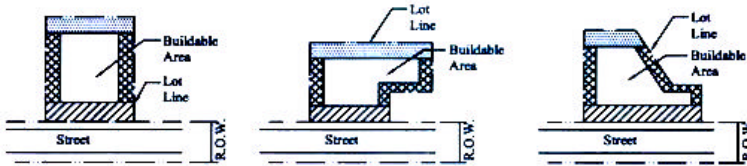
Amended by Ordinance No. 9208, effective 04-08-2009

Amended by Ordinance No. \_\_\_\_\_, effective 05/25/2011

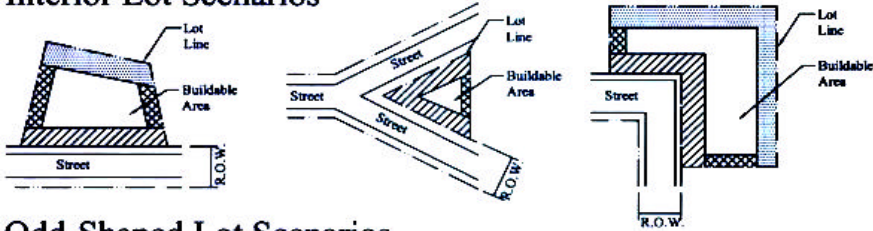
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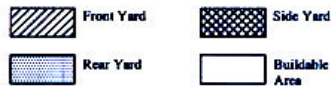
### Corner Lot Scenarios



### Interior Lot Scenarios



### Odd-Shaped Lot Scenarios



ORDINANCE NO. 9294 (Cont.)

SECTION 2. Section 36-8 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. Section 36-22 of the Grand Island City Code is hereby amended to read as follows:

**§36-22. Yard Requirements**

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

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

(C) Front Yard: There shall be a front yard setback as required herein, provided, that where fifty percent or more of the frontage on one street in any block is built up with buildings, no new building setback shall be less than either the required setback or the setback of any existing building which next exceeds the required setback, whichever is greater. This regulation shall not require a setback of more than 50 feet, and in blocks where the lots have a street frontage of 100 feet or more the regulation shall not require a setback of more than 30 feet.

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

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

Amended by Ordinance No. 8947, effective 1-5-2005  
Amended by Ordinance No. \_\_\_\_\_, effective 5-25-2011

SECTION 4. Section 36-22 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 5. Section 36-24 of the Grand Island City Code is hereby amended to read as follows:

**§36-24. Interpretation of These Regulations**

The planning director and chief building official together are hereby authorized and directed to enforce the provisions of this code. The planning director and building official together shall have the authority to render interpretations of this code to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

Amended by Ordinance No. \_\_\_\_\_, effective 05-25-2011

ORDINANCE NO. 9294 (Cont.)

SECTION 6. Section 36-24 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 7. Section 36-71 of the Grand Island City Code is hereby amended to read as follows:

**§36-71. (ME) Industrial Estates Zone**

*Intent:* The intent of this zoning district is to provide for a variety of manufacturing, truck, trailer, and truck/trailer parts retailing, truck, trailer, and truck/trailer parts wholesaling, warehousing, administrative and research uses within an area of comparatively high visibility and having quality standards to promote an industrial park atmosphere.

(A) Permitted Principal Uses: The following principal uses are permitted in the (ME) Industrial Estates Zoning District.

(1) Any industrial/manufacturing use found in the Zoning Matrix [Attachment A hereto] shall be permitted within this zoning district, provided, such use is in compliance with miscellaneous provisions and performance standards listed in this section, or unless specifically excluded, or a conditional use as listed below.

(2) Administrative offices for the wholesale distribution of propane when bottles are filled from bulk propane tanks not to exceed 70,000 gallons and when such tanks are installed to provide a source of heat for a building on the lot.

(3) Bus Garaging and Equipment Maintenance, Truck and Trailer Storage, Motor Freight Terminals

(4) Other uses found in 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 (ME) Industrial Estates Zoning District as approved by the City Council.

(1) Explosives manufacturing

(2) Towers (radio, television, satellite, etc.)

(3) Gravel, sand or dirt removal, stockpiling, processing or distribution and batching plant

(4) Trade and vocational schools

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

(C) Permitted Accessory Uses:

(1) Buildings and uses accessory to the permitted principal uses or approved permitted conditional uses.

(D) Specifically Excluded Uses:

(1) Automotive wrecking or salvage yards

(2) Billboards

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

(4) Concrete or cement products manufacturing and batching plants

(5) Contractor's storage yard or plant

(6) Milling or smelting of ores

(7) Petroleum refining

(8) Residential uses, any

(9) Stock or feed yards and auction houses for livestock

(10) Storage, dump, or yard for the collection, salvage or bailing of scrap paper, bottles, iron, rags, junk, or any other materials

(11) Storage of explosives

(12) Storage tanks or facilities for fuel oils, petroleum, acids, flammable liquids and chemicals

(13) Tanning, curing, or storage of hides or skins

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

(E) Space Limitations:

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ORDINANCE NO. 9294 (Cont.)

Uses	Minimum Parcel Area (acres)	Minimum Setbacks					Maximum Ground Coverage	Maximum Building Height (feet)
		A Minimum Lot Width (feet)	B Front Yard (feet)	C Rear Yard (feet)	D Side Yard (feet)	E Street Side Yard (feet)		
Permitted Uses	2.5	250	50	20	20	50	50%	50
Conditional Uses	2.5	250	50	20	20	50	50%	50

Through Lots shall require that the Front Yard Setback be met on both sides adjacent to streets.

(F) Miscellaneous Provisions:

(1) Landscaping shall be provided in the entire area of all required front yards except for necessary paving of walkways and of driveways to reach parking and loading areas in the side or rear yards, provided, that any driveways in the front yard shall not be wider than thirty (30) feet. Landscaping shall include, but is not limited to, screen plantings, lawn area, pools, trees, shrubs, fences, and walls. Crushed rock, gravel, bark chips, etc., shall not substitute for lawn area. ~~Landscaping shall be provided within two years of issuance of the occupancy permit for the principal structure and thereafter be properly maintained.~~

(2) Any outside storage of inoperable or unassembled parts or equipment shall be visually screened from the surrounding area by fences, walls, plantings, earth berm or other barrier and such screening shall be opaque.

(3) No loading facilities shall be located within a required front yard. Loading facilities located between a building and an adjacent street or residential district shall be visually screened to the same standards as any outside storage.

(4) No galvanized or other raw metal sheeting shall be used for the exterior construction of any principal or accessory building.

(5) Supplementary regulations shall be complied with as defined herein.

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

Amended by Ordinance No. 9047, effective 6-7-2006

Amended by Ordinance No. 9154, effective 1-8-2008

Amended by Ordinance No. \_\_\_\_\_, effective 5-25-2011

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SECTION 8. Section 36-71 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 9. Section 36-78 of the Grand Island City Code is hereby amended to read as follows:

**§36-78. (RD) Residential Development Zone**

(A) Intent : The intent of this zoning district is to permit a more flexible regulation of land use, and so as to more fully implement comprehensive planning for large parcels of land proposed predominantly for residential use.

(B) Boundaries: The boundaries of RD-Residential Development Zone shall be fixed by amendment of the Official Zoning Map at such times in the future as such zoning district is applied to properties within the City's zoning jurisdiction.

(C) Limitations:

(1) In a (RD) Residential Development Zone there shall be provided a minimum size of 1.5 acres.

(2) Any proposed development shall be constructed in accordance with an overall plan of development.

(3) Any proposed plan of development shall be designed as a single architectural scheme with appropriate common landscaping.

(4) Adequate parking space shall be provided for all residential units and for all employee's, visitor's, and user's vehicles, and such parking, loading, or service areas that shall be used for motor vehicles, and shall be located within the boundary lines of the (RD) Residential Development Zone, and shall be physically separated from any public street, right-of-way, or property line by a buffer strip of not less than 30 feet.

(5) No residential building or other permanent residential structure, nor parking lot, shall be located within 30 feet of any public street, right-of-way, or property line.

ORDINANCE NO. 9294 (Cont.)

(6) The maximum ground coverage shall not exceed 30 percent of the property within the (RD) Residential Development Zone.

(7) The minimum off-street parking requirement shall be two parking spaces for every dwelling unit, plus one for each full-time employee.

(8) In the alternative to complying with the 30 foot buffer strip or setback as identified in subsections (4) and (5) above, a ten (10) foot wide landscaped screen compliant with the installation requirements of Section 36-102 shall be followed.

(D) Ownership: A (RD) Residential Development Zone shall require a tract of land which is developed as a unit under single designated control by a common ownership at the time it is certified as an (RD) Residential Development Zone.

(E) Permitted Principal Uses: The following principal uses are permitted in the (RD) Residential Development Zone.

(1) Uses as listed under permitted principal uses of the (TA) Transitional Agricultural Zone, (R-1) Suburban Residential Zone, (R-2) Low Density Residential Zone, (R-3) Medium Density Residential Zone, and (R-4) High Density Residential Zone except as listed under specifically excluded uses.

(2) Nonprofit community buildings and social welfare establishments other than those providing living accommodations.

(3) All other Permitted Principal Uses indicated as permitted within the Zoning Matrix [Attachment A hereto].

(F) 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 (RD) Residential Development Zone as approved by City Council.

(1) Towers

(2) Nursing, convalescent & rest home services.

(3) Residential assisted living, retirement or assisted living

(4) All other Conditional Uses indicated as permitted within the Zoning Matrix [Attachment A hereto]

(G) Permitted Accessory Uses:

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

(H) Specifically Excluded Uses:

(1) Railway right-of-way, including railway yards or facilities.

(2) Truck, bush, and tree farming.

(3) Boarding and lodging housing, ~~fraternity and sorority houses.~~

(4) Nonprofit community buildings and social welfare establishments providing living accommodations.

(5) Nonresidential uses.

(I) Procedure:

(1) An application to establish a (RD) Residential Development Zone shall be initiated in the manner prescribed in Article X of this chapter.

(2) Said application shall be filed with the city clerk in such form as shall be required by the city council and shall be accompanied by the following information:

(a) Site plan showing preliminary location and dimensions of all building areas, recreation, green or landscaped areas, parking and loading facilities, walkways or malls, screen walls, or plantings, waste disposal areas, illumination facilities, signs, curb cuts, utilities and services, private or dedicated drives or streets, etc.

(b) Preliminary drawings or renderings in sufficient detail so that the character of the development may be determined.

(c) Evidence as to the methods of retaining, maintaining, and protecting the open space, green areas, recreational facilities, etc.

(d) Development schedule as to construction phases of buildings, open space, recreational areas, parking facilities, etc., and estimated completion time.

(e) Evidence of ownership or control of the entire parcel to be used as a planned unit development by a single person, association, firm, etc., as defined herein.

(f) Evidence of economic feasibility. A copy of such application and supplementary information shall then be forwarded by the city clerk to the Planning Commission for review, hearing, and recommendation.

(3) In reviewing the application for amendment herein, the Planning Commission shall determine the following factors.



ORDINANCE NO. 9294 (Cont.)

- (a) That the proposed development will be in the public interest, in harmony with the purpose of this chapter and with comprehensive plans for the City, and will not adversely affect nearby property.
- (b) That adequate, safe, and convenient pedestrian and vehicular trafficways and facilities are provided.
- (c) That the development to be permitted shall be for the purpose of developing an integrated site plan in conformity with the regulations for a (RD) Residential Development Zone.
- (4) The Planning Commission shall hold a public hearing on the proposed amendment and shall transmit its recommendation to the city council. A copy of the recommendation shall be sent to the applicant and one copy shall be retained in the permanent files of the Planning Commission.
- (5) Procedure and action by the city council shall be the same in considering an amendment to the (RD) Residential Development Zone as in Article X of this chapter.
- (J) **Miscellaneous Provisions:**
  - (1) It is intended that plans required for review and approval must be in a form that will satisfy the requirements of Chapter 33 of this code for both the preliminary and final plat, and that approval for plans and plats be considered simultaneously.
  - (2) The approved and filed final plan and plat shall be the basis for issuance of a building permit in conformity therewith. Plan changes which increase the number of buildings, increase building height or bulk, or change the location of buildings or other features which materially affect the basic design of the development shall require resubmission of the amendment. Minor adjustments in orientation, height or bulk of buildings, or decrease in the number of buildings may be approved by the Planning Director.
  - (3) Should any successful applicant for an amendment hereunder fail to have completed the construction of the footings and foundations for the initial building permit within eighteen (18) months after the city council shall approve a rezoning to a (RD) Residential Development Zone, the area in its entirety shall be reverted to its former zoning classification by appropriate action of the city council, provided, that the city council shall have the power to extend said period by six months in the event of special and unique hardships and circumstances.
  - (4) Control of the development following completion:
    - (a) The chief building official shall issue a certificate certifying the completion of the planned development, and shall note the issuance of the certificate on the final development plan.
    - (b) After the certificate of completion has been issued, the use of land and the construction, modification, or alteration of any buildings or structures within the residential development will be governed by the approved final development plan exclusively.
    - (c) After the certificate of completion has been issued, no changes may be made in the approved final development plan except upon application to the appropriate agency under the procedures provided below.
      - (i) Any minor extensions, alterations, or modifications of existing buildings or structures may be authorized by the Planning Director if they are consistent with the purposes and intent of the final plan. No change authorized by this subsection may increase the density of any building or structure by more than ten percent.
      - (ii) A building or structure that is totally or substantially destroyed may be reconstructed only in compliance with the final development plan unless an amendment to the final development plan is approved under subsection (iii) hereof.
      - (iii) All other changes in the final development plan as approved by the city council must be made by the city council under the procedures authorized under Article X of this chapter. No changes may be made in the final development plan unless they are found by the city council to be required for the continued successful functioning of the residential development, or unless they are found by the city council to be required by changes in conditions that have occurred since the final plan was approved or by changes in the comprehensive planning and development policy of the City.

Amended by Ordinance No. 8976, effective 06-08-2005

Amended by Ordinance No. \_\_\_\_\_, effective 05-25-2011

SECTION 10. Section 36-78 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

ORDINANCE NO. 9294 (Cont.)

SECTION 11. 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 12. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within fifteen (15) days according to law.

Enacted: May 10, 2011.

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Jay Vavricek, Mayor

Attest:

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Shannon Oster, Assistant to the City Administrator



# **City of Grand Island**

**Tuesday, May 10, 2011**

**Council Session**

## **Item G1**

**Approving Minutes of April 26, 2011 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 26, 2011

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 April 26, 2011. Notice of the meeting was given in *The Grand Island Independent* on April 20, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, and Scott Dugan. Councilmember's Randy Gard and John Gericke were absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Interim City Attorney Jason Eley, and Public Works Director John Collins.

INVOCATION was given by Pastor Diane Covey, Spirit of Life Church, 2304 Macron Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Lauren Cantrell and Emma Kreutzer.

Finance Director Mary Lou Brown presented the March Financial Report. Revenues were under running in the amount of \$425,000 for March. Sales tax receipts had dropped in the amount of \$200,000. Food and beverages tax were coming in strong. Gas taxes were coming in as expected. Mentioned were declines on the expense side due to several openings throughout the organization and delayed purchases of vehicles which made up this offset.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "National Drinking Water Week 2011, May 1-7 2011. Mayor Vavricek proclaimed the week of May 1-7, 2011 as "National Drinking Water Week 2011". Utilities Director Tim Luchsinger was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Request from Iglesia Ebenezer Church for a Conditional Use Permit for a New Church Facility Located at 502 East Capital Avenue. Craig Lewis, Building Department Director reported that an application for a conditional use permit had been received from Pastor Renee Lopez of Iglesia Ebenezer Church for the construction and operation of a church located at 502 East Capital Avenue. Staff recommended approval contingent upon final inspections. Deb Stoltenberg, 515 East Capital Avenue mentioned concerns with traffic, parking and noise. Bruce Kleint representing Husker Sales and Construction spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located South of the Intersection of 7<sup>th</sup> Street and Sky Park Road (Harold & Jeanette Schmader). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located south of the intersection of 7<sup>th</sup> Street and Sky Park

Road was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including lines and transformers for the purpose of placing underground conduit, conductor, and a pad-mounted transformer to provide the electricity needed for the expansion of Midwest Hydraulic Services at 1925 East 4<sup>th</sup> Street. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda items G-10 and G-11 were removed for further discussion. Motion by Ramsey, second by Niemann to approve the Consent Agenda excluding items G-10 and G-11. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 12, 2011 City Council Regular Meeting.

Approving Minutes of April 19, 2011 City Council Study Session.

Receipt of Official Documents – Pawnbroker’s Official Bonds for G.I. Loan Shop.

#2011-93 – Approving Acquisition of Utility Easment Located South of the Intersection of 7<sup>th</sup> Street and Sky Park Road (Harold & Jeanette Schmader).

#2011-94 – Approving Bid Award for Water Main Project 2011-W-1 – 7<sup>th</sup> Street and Clark Street with the Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$206,907.32.

#2011-95 – Approving Bid Award for GT #1 Combustion Turbine Enclosure Painting with Lindner Painting, Inc. of Lincoln, Nebraska in an Amount of \$73,370.00.

#2011-96 – Approving Parkview Well Superfund Site, Access Agreement Amendment #3.

#2011-97 – Approving EPA Representation Agreement – Assigning New Designated Representative Tim Luchsinger and Alternate Designated Representative Emily Muth.

#2011-98 – Approving Change Order No. 1 for Handicap Ramp Project No. 2010-1 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$11,870.00 and a Revised Contract Amount of \$181,201.42.

#2011-101 – Approving Juvenile Attention Center Interlocal Agreement with Hall County.

#2011-102 – Approving Change Order No. 1 for Fence Installation at the Veterans Athletic Field Complex with Elkhorn Fence Co. LLC from Elkhorn, Nebraska for an Increase of \$650.00 and a Revised Contract Amount of \$26,702.00.

#2011-103 – Approving Certificate of Final Completion for Fence Installation at the Veterans Athletic Field Complex with Elkhorn Fence Co. LLC from Elkhorn, Nebraska.

#2011-104 – Approving Certificate of Final Completion for Relocation and Reconstruction of Multi Purpose Building at the Veterans Athletic Field Complex with Tri Valley Builders of Grand Island, Nebraska.

#2011-105 – Approving Changes to the 2010-2011 Fee Schedule Relative to Vehicle Auction Bid Fee.

#2011-106 – Approving Appointment of Timothy Luchsinger as Representative to the Nebraska Habitat Conservation Coalition.

#2011-107 – Approving Contract for Program Prioritization Budget Process with the National Environmental Health Association d/b/a the Center for Priority Based Budgeting of Denver Colorado in an Amount not to exceed \$10,000 for FY 2011/2012.

#2011-108 – Approving Amendment to Deferred Compensation Plan with ICMA-RC.

#2011-109 – Approving Contract for Concession Stand Operations at Veterans Athletic Field Complex with Jose Y. Ramos of Grand Island, Nebraska.

#2011-99 – Approving Closing of Elm Street Crossing at the Union Pacific Railroad. Public Works Director John Collins reported this was part of the Quiet Zone Improvement Project; Phase I. Closing Elm Street would not occur until planned improvements were completed at Walnut, Street, Pine Street and Oak Street.

Discussion was held regarding the time line for closing Elm and notice to surrounding businesses. Mr. Collins stated there would probably be more than a years notice. Traffic flow on Elm Street was mentioned. Detour to several parallel streets would be used if the underpass was closed.

Motion by Dugan, second by Niemann to approve Resolution #2011-99. Upon roll call vote, all voted aye. Motion adopted.

#2011-100 – Approving Wastewater Cost of Service Based Rate Study Report by Black & Veatch Corporation of Kansas City, Missouri. Public Works Director John Collins reported that the final waste water cost of service based rate study report was now complete and ready for council approval.

Discussion was held regarding the timing of implementation of the new nitrate fees. Mr. Collins stated they could set the schedule as directed by the City Council. Questioned was that rate increase were for Capital Projects and would this fee go away after the Capital Projects were paid for. Mr. Collins stated that was the plan.

Motion by Gilbert, second by Niemann to approve Resolution #2011-100. Upon roll call vote, all voted aye. Motion adopted.

#### REQUESTS AND REFERRALS:

Consideration of Request from Iglesia Ebenezer Church for a Conditional Use Permit for a New Church Facility Located at 502 East Capital Avenue. This item related to the aforementioned Public Hearing.

Discussion was held regarding the use of this property if it was not a church. Mr. Lewis stated if the property changed from being a church a new conditional use permit would need to be approved. He also commented landscaping and other uses. Rene Lopez, Pastor for Iglesia Ebenezer Church answered questions concerning completion of the project. He stated they were phasing in the project and it would take approximately 2 years to complete. Concerns about noise were addressed.

Motion by Dugan, second by Haase to approve the request from Iglesia Ebenezer Church for a Conditional Use Permit for a new church facility located at 502 East Capital Avenue. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of April 13, 2011 through April 26, 2011, for a total amount of \$3,664,260.58. Unanimously approved.

Motion by Dugan, second by Nickerson to approve the Claims for the Period of April 13, 2011 through April 26, 2011 for the Veterans Athletic Field Complex for a total amount of \$20,840.00. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Ramsey to adjourn to Executive Session at 7:37 p.m. for the purpose of union negotiation updates for the protection of the public interest. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Ramsey to return to Regular Session at 9:40 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:40 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, May 10, 2011**

**Council Session**

## **Item G2**

**Approving Minutes of May 3, 2011 City Council Study Session**

**Staff Contact: RaNae Edwards**



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

May 3, 2011

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on May 3, 2011. Notice of the meeting was given in the *Grand Island Independent* on April 27, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmember's were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, and Randy Gard. Councilmember John Gericke and Scott Dugan were absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Interim City Attorney Jason Eley, and Public Works Director John Collins.

PLEDGE OF ALLEGIANCE was said.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Ava Mackey, Jessica Wiens, Michael Hollman, and Jackson Buck. Mayor commented on CIR reform legislation to be heard before the Legislature tomorrow.

OTHER ITEMS:

Update on Lincoln Park Pool & Readout from Lincoln Park Neighborhood Meeting. Regional Planning Director Chad Nabity reported that on August 12, 2010 the City Council charged the Community Redevelopment Authority (CRA) with studying the impact of the Lincoln Park Pool on the surrounding neighborhood of the pool. On November 30, 2010 over 60 people attended a meeting held at Lincoln School. Presented were reasons for the meeting and results from that meeting as they related to living in the neighborhood.

Parks and Recreation Director Steve Paustian presented plans and projected costs for renovation of the pool.

The following improvement costs were presented:

- |  |                |
|--|----------------|
| • Filter System & Chemical Treatment   | \$ 261,000.00  |
| • Circulation System & Deck Renovation | \$ 505,000.00  |
| • Zero Depth Addition                  | \$ 165,000.00  |
| • New Pool                             | \$1,462,000.00 |
| • New Slide                            | \$ 277,000.00  |
| • Remodel Bathhouse                    | \$ 213,000.00  |
| • New Bathhouse                        | \$ 561,000.00  |

Discussion was held concerning moving the pool to Lions Club Park. Mr. Nabity stated it was not discussed at the neighborhood meeting. Mr. Paustian answered questions concerning wading pools.

The following options were presented:

• Renovate Existing Bathhouse & Pool Basin	\$1,421,000.00
• Renovate Existing Basin with New Bathhouse	\$1,794,000.00
• New Pool & Bathhouse	\$2,371,000.00
• Wading Pool Integration	\$2,371,000.00
• Lions Club Park Relocation	\$2,440,000.00

The following seven financing options were presented:

1. Do Nothing
2. Pay from Cash Balance
3. Put General Obligation Bond Issue on May 2012 General Election
4. Put General Obligation Bond Issue on Special Election
5. Grand Island Facilities Corporation Issues Bonds
6. Grand Island CRA Issue TIP Bonds
7. Private Donations/Fundraising

Discussion was held concerning uses of the pool. Mr. Paustian stated swimming lessons, pool parties, evening swimming lessons, and life guard training/certification were the main uses.

Recreation Superintendent Todd McCoy answered questions concerning the number of swimmers. Stated were approximately 6,500 swimmers and 900 lessons each summer. Revenues were approximately \$30,000 with the City subsidizing approximately \$25,000. Lincoln Park Pool prices were \$2.25 per person and Island Oasis was \$6.00 per person. The life of a new pool would be between 25 to 30 years.

City Administrator Mary Lou Brown commented that the next step would be for council to make a decision early in the budget process. All recreational activities would be taken into account at that time.

Comments were made by Council concerning the importance of a pool in this area. Putting this issue to a vote of the people was recommended which would increase taxes. Needs and wants were mentioned relative to the budget constraints. An indoor pool was also mentioned.

ADJOURNMENT: The meeting was adjourned at 8:20 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item G3

**#2011-110 - Approving Semi-Annual Report by the Citizens'  
Review Committee on the Economic Development Program Plan**

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

Staff Contact: Mark Stelk, Chairman

RESOLUTION 2011-110

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §2-110 require a report by the Citizens' Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens' Advisory Review Committee was held at a regular session of the Grand Island City Council on May 10, 2011; and

WHEREAS, said report gave information about the activities of the past six months that have taken place pursuant to the Economic Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the semi-annual report of the Citizens' Advisory Review Committee is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2011.

---

Jay Vavricek, Mayor

Attest:

---

Shannon Oster, Assistant to the City Administrator



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item G4

**#2011-111 - Approving Final Plat and Subdivision Agreement for  
American Independence Third Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** May 10, 2011

**Subject:** American Independence 3<sup>rd</sup> Subdivision – Final Plat

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

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

## **Background**

This property is located north of 13<sup>th</sup> St., and west of Independence Ave. This final plat proposes to create 2 lots on a tract of land consisting of all of Lot Eight (8), American Independence Subdivision, in the City of Grand Island, in Hall County, Nebraska, said tract containing .850 acres.

## **Discussion**

The revised final plat for American Independence 3<sup>rd</sup> Subdivision was considered by the Regional Planning Commission at the May 4, 2011 meeting. A motion was made by Bredthauer and seconded by Reynolds to approve the plat as presented. A roll call vote was taken and the motion passed with 7 members present (Amick, O'Neill, Ruge, Hayes, Reynolds, Bredthauer, Snodgrass) voting in favor no member present abstaining. Connelly recused herself from discussion and voting due to a conflict of interest.

## **Alternatives**

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

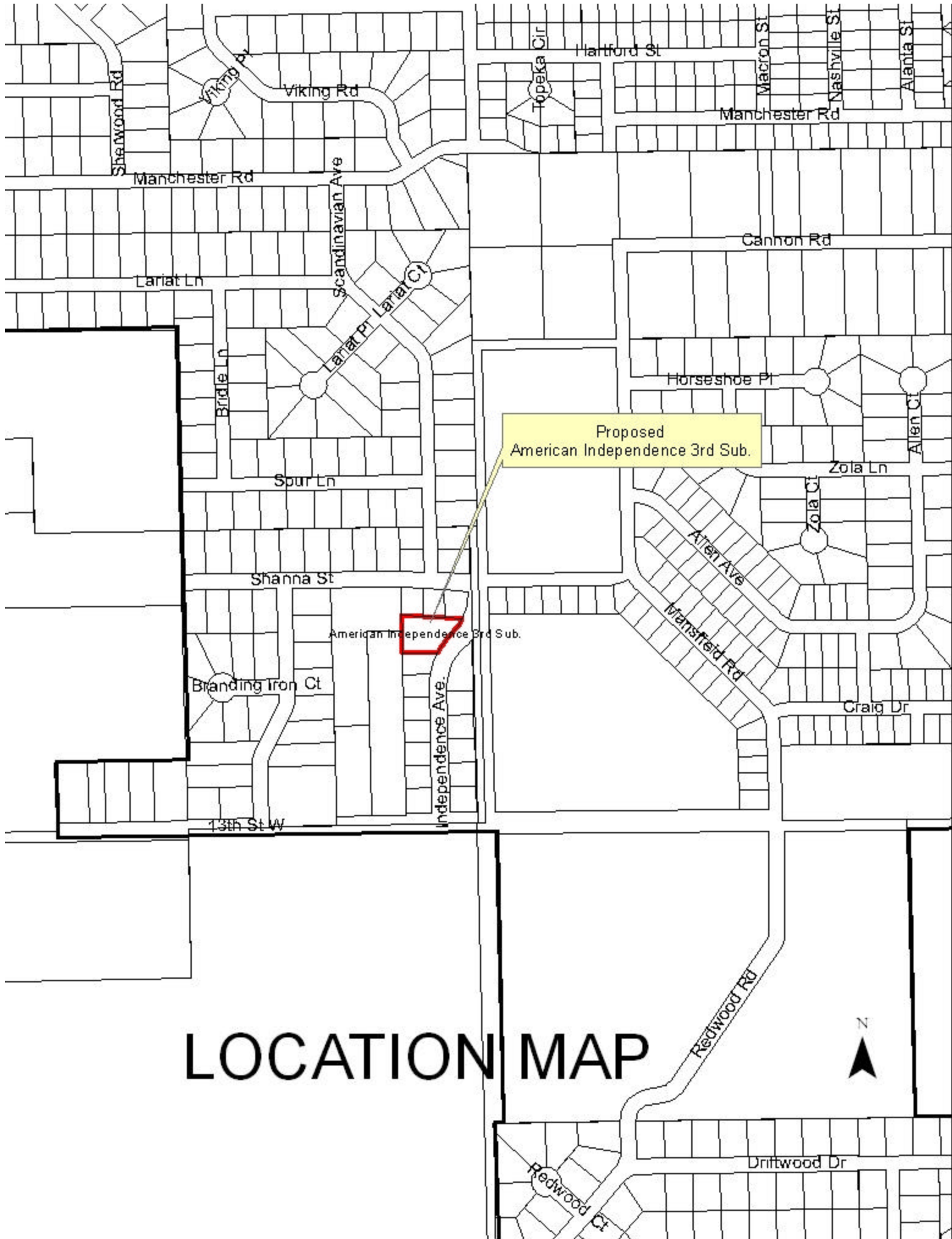
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

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

### **Sample Motion**

Move to approve as recommended.



# LOCATION MAP



## **American Independence Third Subdivision**

### **Developer/Owner**

Gary E. Valasek and Mary G. Valasek  
4321 Michigan Ave  
Grand Island NE 68803

To create 2 lots north of 13<sup>th</sup> St., and west of Independence Ave., in the City of Grand Island, in Hall County, Nebraska.

**Size:** .850 acres

**Zoning:** R1 – Suburban Residential Zone

**Road Access:** City Roads

**Water Public:** City water is available

**Sewer Public:** City sewer is available



RESOLUTION 2011-111

WHEREAS, Gary E. Valasek and Mary G. Valasek, husband and wife, being the said owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "AMERICAN INDEPENDENCE THIRD SUBDIVISION", to be laid out into 2 lots, a tract of land comprising all of Lot Eight (8), American Independence Subdivision, in the City of Grand Island, Nebraska West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County Nebraska, 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 AMERICAN INDEPENDENCE THIRD 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, May 10, 2011.

---

Jay Vavricek, Mayor

Attest:

---

Shannon Oster, Assistant to the City Administrator

Approved as to Form	☐ _____
May 5, 2011	☐ City Attorney



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item G5

**#2011-112 - Approving Acquisition of Utility Easement - One Half mile South of Wildwood Drive, West of South Locust Street, on the North side of the Platte River (Schnase Farms, LLC)**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-112

WHEREAS, a public utility easement is required by the City of Grand Island, from Schnase Farms, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on May 10, 2011, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter (NE1/4) Section Nine (9), Township Ten (10) North, Range Nine (9) West; thence westerly along the southerly line of the said Northeast Quarter (NE1/4), a distance of ninety six and nine hundredths (96.09) feet to a point on the westerly right-of-way line of Locust Street; thence northerly along the westerly right-of-way line of said Locust Street, a distance of twenty three (23.0) feet to the ACTUAL Point of Beginning; thence westerly parallel to the southerly line of the said Northeast Quarter (NE1/4), a distance of one thousand (1000.0) feet; thence deflecting left 74°53'11" in a southwesterly direction, a distance of six hundred forty five (645.0) feet.

The above-described easement and right-of-way containing a total of 0.76 acres, more or less, as shown on the plat dated 4/14/2011, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Schnase Farms, LLC, on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
Shannon Oster, Assistant to the City Administrator

WILDWOOD DRIVE

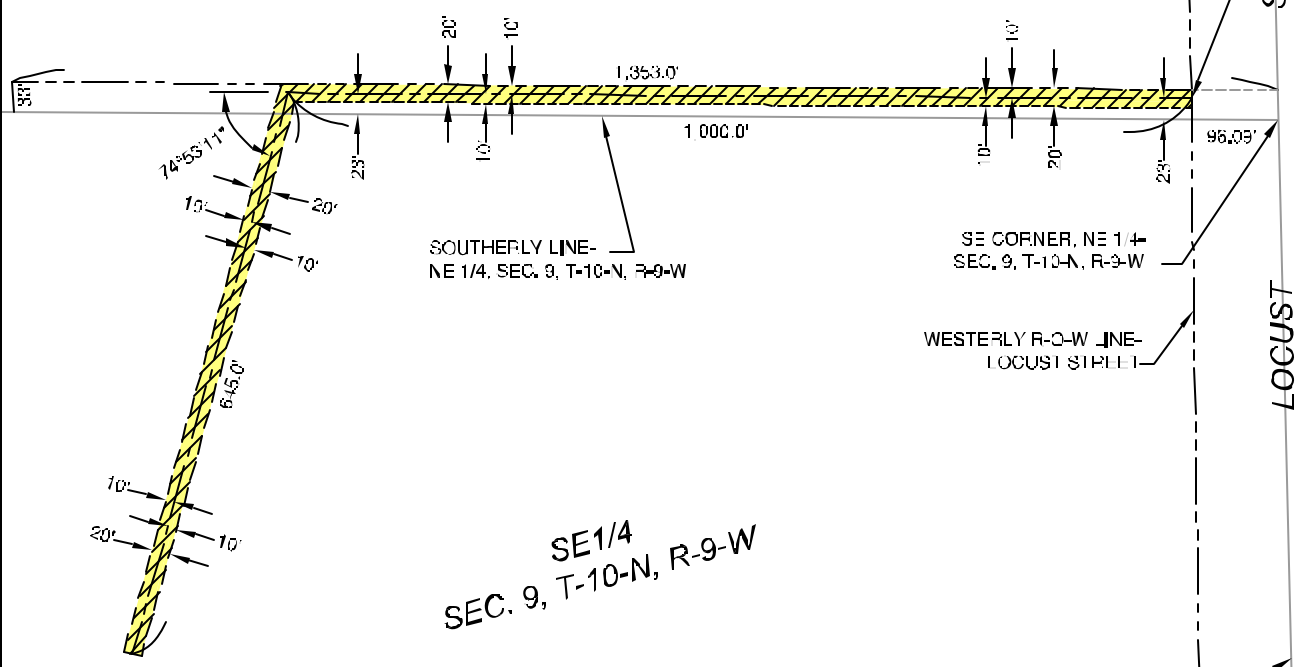
NE 1/4  
SEC. 9, T-10-N, R-9-W

WESTERLY LINE-  
NE 1/4, SEC. 9, T-10-N, R-9-W

STREET

POINT OF  
BEGINNING

LOCUST




SE 1/4  
SEC. 9, T-10-N, R-9-W

SE CORNER, NE 1/4-  
SEC. 9, T-10-N, R-9-W

WESTERLY R-2-W LINE-  
LOCUST STREET

WESTERLY LINE-  
SE 1/4, SEC. 9, T-10-N, R-9-W

LEGEND

 INDICATES 20' WIDE  
UTILITY EASEMENT



CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 200'
DATE: 4/14/2011	FILE: SEC 9-10-9



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item G6

**#2011-113 - Approving Assistant Utilities Director Travis Burdett  
as Alternate Board Member for the Public Power Generating  
Agency (PPGA)**

Staff Contact: Tim Luchsinger

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** May 10, 2011

**Subject:** Public Power Generating Agency; Board of Directors

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

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

At the Council meeting of October 11, 2005, then-Assistant Utilities Director Tim Luchsinger and Utilities Director Gary Mader were appointed to the Board of Directors of the Public Power Generating Agency, as the City of Grand Island's Board Representative and Alternate Board Representative, respectively. The PPGA Board of Directors is the governing body created as an Inter-local Agreement between the City of Grand Island, Hastings Utilities, Nebraska City Utilities, Municipal Energy Agency of Nebraska, and Heartland Consumers Power District for the Whelan Energy Center Unit 2 project that recently was completed in Hastings, Nebraska. As Gary Mader retired on April 22, 2011, it is necessary to appoint a new alternate board member in order to ensure that the Board has sufficient attendance to conduct business at all times. The Department recommends the appointment of Travis Burdett as this alternate board member to replace Mr. Mader. Mr. Burdett is the Assistant Utilities Director in charge of electric transmission and power supply for the Department and is active in the City's participation in Omaha Public Power District's Nebraska City Unit 2.

## **Discussion**

In the event that a Board member is unable to attend a business meeting, the appointed alternate would be authorized to act on behalf of the participating utility.

## **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 Assistant Utilities Director Travis Burdett be designated as the PPGA City of Grand Island Alternate Board Member.

### **Sample Motion**

Move to appoint Travis Burdett as the City of Grand Island alternate representative to the Public Power Generating Agency Board of Directors.



RESOLUTION 2011-113

WHEREAS, the City of Grand Island is a project participant in the Whelan Energy Unit No. 2 Power Plant constructed in Hastings, Nebraska; and

WHEREAS, the Public Power Generating Agency is the governing body of the power plant project; and

WHEREAS, on October 11, 2005, by Resolution 2005-297, the City Council of the City of Grand Island designated Gary Mader to be the City's representative on the Board of Directors of the Public Power Generating Agency of the Whelan Energy Center Unit No. 2 Power Plant Project and Timothy Luchsinger as an alternate; and

WHEREAS, Gary Mader has retired from service, in order to ensure that the Board has sufficient attendance to conduct business at all times, it is requesting that an Alternate Board Representative be appointed by each of the participating utilities; and

WHEREAS, it is recommended that Timothy Luchsinger continue as the City's Board Representative and Assistant Utilities Director Travis Burdett be designated as the Alternate Board Representative.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Assistant Utilities Director Travis Burdett is hereby designated as the City of Grand Island's alternate representative on the Board of Directors of the Public Power Generating Agency Board of Directors.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2011

---

Jay Vavricek, Mayor

Attest:

---

Shannon Oster, Assistant to the City Administrator

Approved as to Form	☐ _____
May 5, 2011	☐ City Attorney



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item G7

**#2011-114 - Approving BioAssessment Agreement with The University of Kansas Center for Research, Inc.**

Staff Contact: John Collins, Public Works Director

# **Council Agenda Memo**

**From:** Scott Sekutera, Storm Water Technician

**Meeting:** May 10, 2011

**Subject:** Approving BioAssessment Agreement with The University of Kansas Center for Research, Inc.

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

**Presenter(s):** John Collins, Public Works Director

## **Background**

The City has seven (7) Minimum Control Measures (MCM's) that are identified in the storm water permit. Each MCM has a number of Best Management Practices (BMP's) that are used to carry out the MCM's. An example BMP is assessing the present environmental condition of the City's drainage system.

Grant activities are restricted to the Best Management Practices (BMP's) and seven Minimum Control Measures (MCM's) identified in the City storm water permit. The seven MCM's are:

- 1) Education and Outreach
- 2) Public Involvement/Participation
- 3) Illicit Discharge Detection and Elimination
- 4) Construction Site Storm Water Runoff Control
- 5) Post-Construction Storm Water Management in new development and redevelopment
- 6) Pollution Prevention good housekeeping for municipal operations Wet Weather Monitoring

## **Discussion**

The Central Plains Center for BioAssessment proposes to present a 1.5 day seminar in Grand Island, NE to Stormwater Managers and others involved with Municipal Separate Storm Sewer Systems (MS4). The objective of the workshop is to provide information and training that will assist these managers with their requirements for evaluating the effectiveness of their MS4 programs. In-addition training will be provided on stream monitoring science/methods and a hands-on field demonstration. This workshop will provide a better assessment of the storm water outfalls within the City.

The Nebraska Department of Environmental Quality has approved utilizing the LB 1226 grant for this training; therefore there will be no cost to the City.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve a resolution for the City to enter into an agreement with The University of Kansas Center for Research, Inc. for the amount of \$3,162.00.

### **Sample Motion**

Move to approve the resolution.

**Fixed-Price Statement**

*In the event this project is awarded, the following terms and conditions will apply. Any modifications, additions or deletions to the following terms and conditions shall be in writing and agreed to by both parties. Should the Sponsor prefer a customized agreement, please disregard this document and contact Contract Negotiations unit at 785-864-7431.*

The University of Kansas Center for Research, Inc. (KUCR) shall have the right to publish, disclose, disseminate and use in whole or in part, any data and information received or developed under this agreement while safeguarding the proprietary rights in data provided by the Sponsor.

Nothing in this agreement shall be construed to limit the freedom of researchers who are participants in this agreement, whether paid under this agreement or not, from engaging in similar research inquiries made independently under other agreements with other parties.

KUCR agrees that the information provided to the Sponsor under this agreement will be reasonably accurate in accordance with scientifically accepted standards. KUCR disclaims all warranties including all implied warranties of merchantability and fitness for a particular purpose.

KUCR is an independent contractor and shall not act as an agent for the Sponsor, nor shall it be deemed to be an employee of the Sponsor for any purposes whatsoever. The Sponsor shall not enter into any agreement nor incur any obligations on behalf of KUCR nor commit KUCR in any manner without the prior written consent of KUCR.

The Sponsor will not use directly or by implication the name of the University of Kansas Center for Research, Inc. or the name of any employee of the University of Kansas or KUCR for any endorsement, publicity or advertising of any nature, unless copy is submitted and written approval of the Chancellor of the University of Kansas is obtained prior to the disclosure of any such endorsement, publicity or advertising. Acknowledgement of funding or sponsorship in a factual statement is not prohibited by this clause.

Unless otherwise agreed upon in writing by both parties, the scope of work and project period will conform to the proposal as submitted by KUCR to the Sponsor.

Either party may terminate this project upon 30 days written notice to the other party. In the event of termination prior to completion of the project, KUCR shall be paid for all costs and noncancellable obligations incurred prior to the date of termination.

The total cost for this fixed-price project is **\$3,162.00**. The project will begin upon receipt of initial payment according to the following schedule:

<b>\$2,845.80</b>	90% prior to initiation of project;
<b>\$ 316.20</b>	10% upon completion of project.

The project will begin upon receipt of initial payment. Check shall be made payable to:

The University of Kansas Center for Research, Inc.  
Attn: Accounting Services  
2385 Irving Hill Road  
Lawrence, Kansas 66045-7568

Accepted by the Sponsor: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

(form modified 2/23/11)

**Title** Stream Bioassessment Workshop  
**3 keywords** Nebraska, workshop, bioassessment  
**PIs** Debbie Baker (PI) and Donald Huggins (Co-PI)  
**Dates** 18-19 May 2011  
**Contractor** City of Grand Island, NE

The Central Plains Center for BioAssessment proposes to present a 1.5 day seminar in Grand Island, NE to Stormwater Managers and others involved with Municipal Separate Storm Sewer Systems (MS4). The objective of the workshop is to provide information and training that will assist these managers with their requirements for evaluating the effectiveness of their MS4 programs. Jesse Poore with Felsburg Holt & Ullevig, Lincoln, NE will facilitate the workshop.

### **Scope of work**

Prepare and present a 1.5 day stream bioassessment workshop that includes

- Travel to Grand Island, with lodging.
- Presentation of stream monitoring science and methods
- Hands-on field demonstration
- Facilitated discussion of how these bioassessment methods relate to MS4 Evaluation and Assessment Requirements.

### **Budget**

We request \$3,162 which includes for salary for Debra Baker with required fringe benefits at 34%. Also included are mileage, lodging, per diem, and photocopying and printing expenses. Required indirect costs for off-campus projects are charged at 26%.

### **Draft Agenda**

#### **Day 1**

8:00 – 8:30 Introductions and logistics

- Central Plains Center for BioAssessment
- Participant
- Agenda

8:30 – 9:00 Part I: Why monitor streams?

- Clear goals or hypothesis
- Base line data, trends over time, or deviations?

9:00 – 9:30 Approaches to evaluating streams:

Bioassessment within ecoregions & reference systems.

9:30-10:00 Break

10:00 – 11:00 Part II: Basic methods and equipment.

- Chemistry
- Biology

- Physical habitat
- Variations on methods (State Agencies and EPA)
  - RBP
  - REMAP
  - Agencies – NDEQ

11:00 – 12:30 Lunch

12:30 – 4:30 Part III: Hands-on demonstration at Wood River sites.

## **Day 2**

8:00 – 8:30 Wrap-up of previous day

8:30 – 9:15 Part IV:

- Data Management
- Software,
- Analytical methods
- QAQC for representativeness, accuracy, consistency of data.

9:15 – 9:30 Break

9:30 – 11:00 Relation to MS4 Evaluation and Assessment Requirements

11:00-11:30 Next Steps Discussion and End.

# PROPOSED BUDGET

Year 1: 05/01/2011 to 05/30/2011

## SALARIES AND WAGES

### Senior Personnel

*Debra Sue Baker, PI*

calendar

*Donald Huggins, Senior Scientist*

calendar

Total senior personnel

### Other Personnel

*Undergraduate Student(s)*

calendar

Total other personnel

Total salaries and wages

% time	Months	Rate
30	1.0	3,435
0	1.0	8,153
Persons	Hours	Rate
	208.0	10.00

1,032

0

1,032

0

0

1,032

## FRINGE BENEFITS

34% faculty and staff (employed 90% or more)

39% faculty and staff (employed 50% - 89%)

6% students (employed 75% or less)

Total fringe benefits

Total salaries, wages & fringe benefits

351

0

0

351

1,383

## TRAVEL

(a) travel to Grand Island

# Persons	Trips	unit Days	Amount
2	1	3	
		600	0.51
			54
		2	99

Transportation - 600 mi x \$0.51

Per diem

Lodging

Total (a)

Total travel

306

324

396

1,026

1,026

## OTHER DIRECT COSTS

Research materials & supplies

Publications (copying and distribution of research results)

Consultant Services

Computer Services

Subawards- Haitian Assistant TBD

Other:

Tuition

Shipping

Computer networking and maintenance costs

Total "Other"

Total Other Direct Costs

100

0

0

0

0

0

0

100

## TOTAL DIRECT COSTS

2,509

## BASE

2,509

INDIRECT COSTS (26% of total direct costs excluding equipment and tuition allowance)

653

## TOTAL PROPOSED COSTS - YEAR 1

**\$3,162**



RESOLUTION 2011-114

WHEREAS, the City Of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community and was issued a storm water permit from the Nebraska Department of Environmental Quality; and

WHEREAS, the City Of Grand Island has developed a Storm Water Management Plan (SWMP) in conformance with the storm water permit; and

WHEREAS, the City of Grand Island has seven (7) Minimum Control Measures (MCM's), each with a number of Best Management Practices (BMP's) that are used to carry out the MCM's; and

WHEREAS, in working to address a BMP The University of Kansas Research Center, Inc. will present a workshop to provide training on how to assess the City's storm water outfalls; and

WHEREAS, the cost of such workshop is not to exceed \$3,162.00; and

WHEREAS, the Nebraska Department of Environmental Quality has approved utilizing the LB 1226 grant for this training.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska, is hereby authorized to enter into an agreement with The University of Kansas Research Center, Inc. for a cost not to exceed \$3,162.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
Shannon Oster, Assistant to the City Administrator

Approved as to Form	☐ _____
May 5, 2011	☐ City Attorney



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item G8

### **#2011-115 - Approving 2010-2011 Community Revitalization Phase 2 Grant Application**

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

Staff Contact: Joni Kuzma

RESOLUTION 2011-115

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Economic Development for a Community Development Block Grant; and

WHEREAS, the Nebraska Department of Economic Development is accepting grant applications for community revitalization; and

WHEREAS, a grant application has been prepared to request funding for housing improvements in a combined project area of Block Groups 11 and 12; and

WHEREAS, the City is requesting a grant which includes grant funds of about \$227,750 for housing improvements and an amount not to exceed 8% of the grant total for General Administration and 8% for Housing Administration; and

WHEREAS, the required 1:1 cash match will be met by the City through the completion of other eligible projects.

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

1. The City of Grand Island, Nebraska is hereby authorized to apply for financial assistance from the Nebraska Department of Economic Development for the purpose of completion of housing improvements in the designated project area; and
2. The Mayor is hereby authorized and directed to execute such grant application and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2011.

---

Jay Vavricek, Mayor

Attest:

---

Shannon Oster, Assistant to the City Administrator

Approved as to Form	☐ _____
May 5, 2011	☐ City Attorney



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item G9

**#2011-116 - Approving Extension Request for Community  
Development Block Grant #08-DPI-005**

Staff Contact: Joni Kuzma

# **Council Agenda Memo**

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

**Council Meeting:** May 10, 2011

**Subject:** Approving Extension Request for Community Development Block Grant #08-DPI-005

**Item #:** E-9

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

## **Background**

In September 2009, the City of Grand Island was awarded a Disaster Recovery Grant for \$803,500.00, plus \$40,175.00 in General Administration, for installation of a sanitary sewer interceptor and sewer main collection system upgrade to address an urgent community development need that occurred as a result of high ground water levels and flooding between May 22 and June 24, 2008. The project encompasses two southern areas of Grand Island to improve protection of homes from future sanitary sewer backups. Total project cost, including Admin, is projected at \$1,003,675. No matching funds are required but the City has budgeted \$160,000 for the balance of project costs above the grant award.

Disaster Recovery Program funds are to be used only for activities related to disaster relief, long-term recovery, and restoration of infrastructure in areas covered by the Federal Emergency Management agency (FEMA) declaration of major disaster 1770-DR. Only damages occurring during the incident period from May 22, 2008 to June 24, 2008 are considered.

## **Discussion**

Due to a variety of program delays, the City of Grand Island is requesting a six-month extension to the current contract end date for Disaster Program Recovery Grant #08-DPI-005. The current contract end date is September 29, 2011. The proposed contract end date is March 30, 2012. The Grand Island City Council is required to take action on the extension request for submission to the Nebraska Department of Economic Development.

The extension request is being requested due to:

1. Staff changes in three significant Public Works positions working on the project
2. The need to obtain a permit from UPRR to bore under existing railroad tracks.

3. Compliance with the Migratory Bird Treaty as a part of the Environmental Review.
4. Review of plans, specifications and estimate by the Department of Environmental Quality

Public Works staff fully believes that the project will be completed within the proposed extension date, if not before. The UPRR agreement is in place. The project design is 95% complete. A revised implementation schedule has been completed and will be provided with the extension request as required.

### **Alternatives**

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

1. Approve the Community Development Block Grant #08-DPI-005 extension request
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

### **Recommendation**

City Administration recommends that Council approves the Community Development Block Grant #08-DPI-005 extension request.

### **Sample Motion**

Move to approve the Community Development Block Grant #08-DPI-005 extension request.

## 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-DPI-005 CDBG Grantee City of Grand Island

DED Program Representative Merci Suarez

Person Completing this form Name Joni Kuzma

Contact Number 308-385-5444, ext. 248

Email jkuzma@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 Thursday, September 29, 2011

Current Contract End Date including any previously approved extensions Thursday, September 29, 2011

Proposed Contract End Date Friday, March 30, 2012

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>Total</b>				

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
<b>Total</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	



RESOLUTION 2011-116

WHEREAS, the City was awarded a Disaster Recovery Grant for \$803,500 for installation of a sanitary sewer interceptor and sewer main collection system upgrade to address an urgent community development need that occurred as a result of high ground water levels and flooding between May 22 and June 24, 2008; and

WHEREAS, the contract end date of September 29, 2010 is not a sufficient amount of time in which to complete the project; and

WHEREAS, an extension request of six-months is desired and must be approved by the Grand Island City Council; and

WHEREAS, required documents for the extension request have been prepared and must be submitted to the Nebraska Department of Economic Development for authorization.

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

The City of Grand Island, Nebraska is hereby authorized to request a six-month extension for Community Development Block Grant #08-DPI-005.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
Shannon Oster, Assistant to the City Administrator

Approved as to Form	☐ _____
May 5, 2011	☐ City Attorney



# **City of Grand Island**

**Tuesday, May 10, 2011**

**Council Session**

## **Item G10**

**#2011-117 - Approving Grant Evaluation Agreement for Nebraska  
Children and Families Foundation grants**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development

**Meeting:** May 10, 2011

**Subject:** Approving Grant Evaluation Agreement for Nebraska Children and Families Foundation Grants

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

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

## **Background**

In 2010 and 2011, the City of Grand Island was awarded a total of \$80,000 in grants from the Nebraska Children and Families Foundation (NCFF), the Nebraska Child Abuse Prevention Fund Board and the Nebraska Department of Health and Human Services. The grant funds were awarded to the City to work with the Coalition for Children to build collaboration and implement a community Strategic Plan for a Child Well-being Initiative.

The Nebraska Children and Families Foundation, the Nebraska Child Abuse Prevention Fund Board and the Nebraska Department of Health and Human Services (NCFF) are investing in five communities to enhance child well-being throughout the state. Including Grand Island, the communities include South Sioux City, Columbus, North Platte and the Panhandle. Each community (or in the case of the Panhandle – portion of the state) was selected based on the community capacity to complete the Child Well-being Initiative and the county-level data related to the Child Well-being Indicators as compared to state data. The communities selected were located in counties that reported high-need data compared to the rest of the state.

## **Discussion**

The funders require each grantee to complete a grant evaluation component for the initiative and have provided funding within the grant for associated costs. The Coalition for Children has completed much of the strategic planning work and are ready to work with an evaluator in moving forward with the plan. The Coalition has selected Schmeckle Research, Inc. as the grant evaluator. A contract and scope of services has been prepared. The Coalition for Children in collaboration with Community

Development will coordinate the Child Well-being work with the grant evaluator. There will be no cost to the City.

### **Alternatives**

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

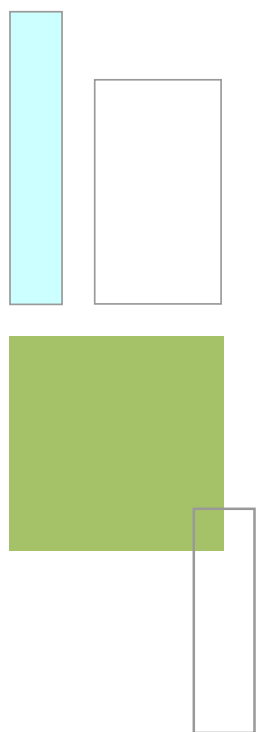
1. Approve the contract
2. Refer the issue to a Committee
3. Postpone the issue to future date

### **Recommendation**

City administration recommends that Council approve the contract with Schmeeckle Research, Inc. and authorize the Mayor to sign all related documents.

### **Sample Motion**

Move to approve the contract with Schmeeckle Research, Inc. and authorize the Mayor to sign all related documents.



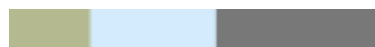
# City of Grand Island

## Coalition with Children

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### Evaluation Contract

### July 2010 – June 2012



Schmeeckle Research Inc.

Joyce Schmeeckle, Ph.D.  
1701 S. 17th, Suite 2A  
Lincoln, NE 68502  
402.477.5407  
[joyce@schmeeckleresearch.com](mailto:joyce@schmeeckleresearch.com)

**Evaluation Purpose:** To provide evaluation services for the Grand Island Coalition for Children (receiving funding from the Nebraska Children's Foundation) as listed below.

### **Evaluation Services**

1. In conjunction with the Coordinator develop the framework and plan for the local evaluation based on the CWB work plan.
2. Implement the local evaluation plan.
3. Participate in the implementation of the ODSS system including evaluation criteria and data to be entered and monthly oversight checks of entries.
4. In conjunction with Nebraska Children and Families Foundation (NCFF) evaluation team participate in the design and implementation of requirements for all Child Well Being grant activities including but not limited to focus groups and key informant interviews.
5. Communicate and respond to evaluation requirements as requested by NCFF.
6. Maintain regular communication with CWB Coordinator.
7. In conjunction with Panhandle contracts coordinate work in the region wherever possible to reduce duplication and costs.
8. Other reasonable evaluation services as requested by the staff
9. Serve as a linkage with the Nebraska Children and Families Child Well Being state wide evaluation team

### **Annual Evaluation Cost**

**\$9,600**

**Travel Expenses.** Travel expenses are included in the above cost.

### **Contract Terms**

The evaluation costs will be billed semi-annually during the contract period. The contract is effective beginning July 1, 2010 and will end on June 30, 2012. The contract will be renewable for an additional year with potential adjustment to the contract amount. Contract terms and conditions are reflected in the attached consulting agreement.

### **Project Evaluator**

Joyce Schmeeckle, Ph.D., is President of Schmeeckle Research Inc. and will be the lead evaluator for the project but other staff may also participate in completing the evaluation services outlined.

## Acceptance

Your signature below indicates your acceptance of the proposal and your authorization for the outlined project work by the evaluator. The statement of work will be performed according to the terms and conditions agreed to in the consulting agreement between Schmeeckle Research Inc. and City of Grand Island in Partnership with Coalition for Children, which is attached to this proposal.

**Schmeeckle Research Inc.**  
Tax ID: 20-272250

**City of Grand Island in Partnership with  
Coalition for Children**



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Joyce Schmeeckle, PhD

Date: 5/3/2011

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Jay Vavricek, Mayor

Date 5/10/11

# Consulting Agreement

AGREEMENT, made this 10<sup>th</sup> day of May, 2011 between Schmeeckle Research Inc., located in Lincoln, Nebraska and City of Grand Island in Partnership with Coalition for Children ("Client"), located in Grand Island, Nebraska.

1. **Services.** Client desires to purchase, and Schmeeckle Research Inc. desires to provide, professional research and evaluation consulting services. This Agreement between the parties shall constitute a basic agreement, the terms and conditions of which shall apply to each work assignment proposed by the Client which is accepted by Schmeeckle Research Inc.
2. **Termination.** Either party may at any time terminate the performance of all or any portion of the services or any work assignment upon (30) days prior written notice to the other party stating its intention to terminate and specifying the services or work assignment to be terminated and the date upon which such termination shall be effective.
3. **Compensation.** All services performed by Schmeeckle Research Inc. shall be rendered in accordance to the attached Statement of Work. Schmeeckle Research Inc. may invoice Client quarterly for services rendered during the preceding quarterly period or will invoice at the end of the contract period. Payment by Client will be made within thirty (30) days after the date of invoice. Invoices unpaid by Client within thirty (30) days of the date of receipt of invoice shall be subject to a late charge of 1.5% per month or fraction thereof.
4. **Schmeeckle Research Inc. Staff.** Schmeeckle Research Inc.' staff is not, nor shall they be deemed to be, at any time during the term of this Agreement the employees of Client. Schmeeckle Research Inc. shall have the sole right to designate which of its staff, whether permanent or temporary, shall perform any of the services required under this Agreement.
5. **Client Confidential Information.** Schmeeckle Research Inc. agrees to treat as confidential any confidential information relating to Client's business, employees and customers to which Schmeeckle Research Inc. may be exposed in performing services for Client. Confidential Information shall include, but not be limited to, all employee data files, interview questions, research results, and any reports by Schmeeckle Research Inc. to the extent unique to Client.
6. **Rights in Work Product.** Any client-unique work product resulting from Schmeeckle Research Inc.' services under this Agreement shall belong to Client, but Schmeeckle Research Inc. reserves the unrestricted right to any ideas, concepts, methodologies, and techniques.
7. **General Liability Insurance.** Schmeeckle Research Inc. will maintain general liability insurance during the term of the contract.



The parties have read this Agreement, understand it, and agree to be bound by all its terms and conditions.

**Schmeeckle Research Inc.**  
**Tax ID: 20-272250**

**City of Grand Island in Partnership with  
Coalition for Children**

A handwritten signature in cursive script, reading "Joyce Schmeckle", is written over a light blue rectangular background. The signature is in dark ink and is positioned above a horizontal line.

Joyce Schmeckle, Ph.D.

\_\_\_\_\_  
Jay Vavricek, Mayor

Date: 5/3/2011

Date 5/10/2011

RESOLUTION 2011-117

WHEREAS, in 2010 and 2011 the Nebraska Children and Families Foundation, on behalf of the Nebraska Child Abuse Prevention Fund Board, awarded \$80,000 to the City of Grand Island to work with the Coalition for Children to build collaboration and implement a community Strategic Plan for Child Well-being; and

WHEREAS, the grantors require that a grant evaluator be utilized for program evaluation;

WHEREAS, the Coalition for Children has selected Schmeeckle Research, Inc. as the grant evaluator; and

WHEREAS, the Coalition for Children will work with Community Development to carry out the scope of services as outlined in the contract; and

WHEREAS, the grant will fund the cost of grant evaluation services in an amount not to exceed \$9,600 through June 30, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract with Schmeeckle Research, Inc. is approved and the Mayor is authorized to sign associated documents.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2011.

---

Jay Vavricek, Mayor

Attest:

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Shannon Oster, Assistant to the City Administrator

Approved as to Form	☐ _____
May 5, 2011	☐ City Attorney



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item I1

**#2011-118 - Consideration of Request from Hy-Vee, Inc. dba Hy-Vee Grand Island #1221, 115 Wilmar Avenue for a Catering Designation to Class “C-79662” Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2011-118

WHEREAS, an application was filed by Hy-Vee, Inc. doing business as Hy-Vee Grand Island #1221, 115 Wilmar Avenue for a Catering Designation to Class "C-79662" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 30, 2011; such publication cost being \$15.63; and

WHEREAS, a public hearing was held on May 10, 2011, for the purpose of discussing such catering designation to 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 catering designation to liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified catering designation to liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified catering designation to liquor license application with the following stipulations: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified catering designation to liquor license application for the following reasons: \_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
Shannon Oster, Assistant to the City Administrator

Approved as to Form	☐ _____
May 5, 2011	☐ City Attorney



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item I2

**#2011-119 - Consideration of Request from Napoli LLC dba Napoli's Italian, 3421 Conestoga Drive for a Class "I" Liquor License and Liquor Manager Designation for Florim Ramadani, 3111 College, #34**

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

Staff Contact: RaNae Edwards

RESOLUTION 2011-119

WHEREAS, an application was filed by Napoli LLC doing business as Napoli's Italian, 3421 Conestoga Drive 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 April 30, 2011; such publication cost being \$14.73; and

WHEREAS, a public hearing was held on May 10, 2011 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 Florim Ramadani, 3111 College, #34 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, May 10, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
Shannon Oster, Assistant to the City Administrator

Approved as to Form	☐ _____
May 5, 2011	☐ City Attorney



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item I3

**#2011-120 - Consideration of Request from Alfredo Zamora-Gomez dba Las Vegas Bar & Grill, 316 East 2nd Street for a Class “C” Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2011-120

WHEREAS, an application was filed by Alfredo Zamora-Gomez doing business as Las Vegas Bar & Grill, 316 East 2<sup>nd</sup> Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 30, 2011; such publication cost being \$15.18; and

WHEREAS, a public hearing was held on May 10, 2011 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
Shannon Oster, Assistant to the City Administrator

Approved as to Form	☐ _____
May 5, 2011	☐ City Attorney





# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item I4

**#2011-121 - Consideration of Economic Development Incentive Agreement with Case New Holland (CNH America, LLC)**

Staff Contact: Mary Lou Brown

# **Council Agenda Memo**

**From:** Mary Lou Brown, Interim City Administrator

**Meeting:** May 10, 2011

**Subject:** Approving Economic Development Incentive Agreement with Case New Holland (CNH America, LLC)

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

**Presenter(s):** Mary Lou Brown, Interim City Administrator  
Mark Stelk, Chairman, Citizens' Advisory Review Committee

## **Background**

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Economic Development Corporation (GIEDC). The Economic Development Corporation has received an application from Case New Holland (CNH America, LLC) for seventy-three additional employees. On April 14, 2011, the Executive Board of the GIEDC approved submission of the attached Economic Development Agreement to the Citizens' Review Committee (CRC) for consideration and recommendation. The CRC met on April 26, 2011 and approved the request and Agreement for recommendation to the City Council for final action and approval.

## **Discussion**

Case New Holland (CNH America, LLC) manufacturers combine and hay tool equipment for Case IH and New Holland brands and has submitted the required application (see attached) for a total amount of \$219,000 or \$3,000 per job created. Proposed is the creation of 73 new jobs by September 30, 2011 with an average hourly wage of \$16.50. Requested is \$100,000 upfront to assist in the development of the proposed 73 new jobs. CNH will submit a Full Time Equivalent report on or about October 1, 2011 indicating the number of employees that have been hired. The remaining \$119,000 will be payable to CNH following the receipt of the report that shows the additional 73 employees.

CNH currently has 844 employees and due to increased manufacturing and sales, the company will invest \$5 million in additional equipment and revamping of the plant. A total of \$219,000 of LB840 funds for an additional 73 new employees is requested.

### **Alternatives**

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

1. Move to approve the Economic Development Agreement with Case New Holland (CNH American, LLC).
2. Do not approve the Economic Development Agreement with Case New Holland (CNH American, LLC).
3. Postpone the issue to future date.
4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with Case New Holland (CNH American, LLC).

### **Sample Motion**

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with Case New Holland (CNH American, LLC).

## PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS

1. Applicant Business Name Case New Holland (CNH America, LLC)

Address 3445 W. Stolley Park Road, Grand Island, NE 68803

Telephone (308) 384-1010

Email Address william.baasch@cnh.com

Business Contact Person Bill Baasch, General Manager

Telephone (308) 384-1010

2. Business Organization: ☒ Corporation ☐ Partnership  
☐ Proprietor ☐ Other

3. Business Type: ☐ Startup ☒ Existing  
☐ Business Buyout ☐ Spec Building  
☐ Other

4. Project Location: ☒ Within the city limits of Grand Island, Nebraska  
☐ Outside the city limits, but within the 2 mile zoning jurisdiction  
☐ Outside the zoning jurisdiction of Grand Island in (county) \_\_\_\_\_

5. Product or Services Provided: The Case IH plant manufacturer's combines and  
hay tool equipment for Case IH and New Holland brands.

6. Project Description: Due to significant sales of machinery, manufacturing volumes at  
the plant continue to increase. As a result of this increase, additional personnel will be  
hired over the next months. Related to increased manufacturing and sales, there will be a  
\$5 million investment in additional equipment and revamping of the plant.

7. Project Timetable: The plant has already begun to revamp and the new  
equipment has been ordered. Eligible employees are being trained so that they may be  
hired as full time employees.

8. Employment Information:

Current number of employees (full-time equivalent) 844 (full-time equivalent)

Proposed number of employees 917 (full-time equivalent)

What is the average hourly wage for all employees? \$18.00

Number of new jobs to be created 73 (full-time equivalent)

What would be the average hourly wage for new jobs? \$16.50

Number of jobs to be retained, if any 917 (full-time equivalent)

Please describe all benefits which the business provides to employees:

14 Paid Holidays, Accrued Vacation, medical, dental, vision, short term disability, long  
term disability, 401-k, retirement savings account.

9. Financing/Incentives Requested: It is at this time, Case IH is asking for \$3,000/job  
created. A total incentive package of \$219,000.00. Case IH would like \$100,000 paid  
upfront and the balance consisting of \$119,000 be paid after October 1, 2011. Case IH will  
submit an FTE report, on or about October 1, 2011, stating that all 73 employees have  
been hired.

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

By: \_\_\_\_\_



William Baasch

Plant Manager

Title

Date: 3/29/2011

## Grand Island Area Economic Development LB-840 Project Application

Project Name: Case IH (CNH America LLC)

Date Referred to Grand Island Area Economic Development Board: 04/14/2011

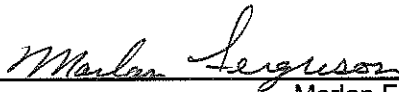
Approved: x

Disapproved: \_\_\_\_\_

Date: 4-14-11

Comments: It is again wonderful for the community of Grand Island to see CASE IH expand and create  
jobs. This expansion is a credit to the work ethic and the commitment of the community.  
It also indicates that CASE IH is confident in the community to provide an educated and  
trained workforce.

Signature of President: \_\_\_\_\_



Marlan Ferguson

Date Referred to Citizen's Review Committee: April 26, 2011

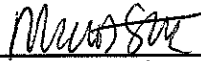
Approved: X

Disapproved: \_\_\_\_\_

Date: 4-26-11

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Chairman: \_\_\_\_\_



Mark Stelk

Date Referred to City Council: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Mayor: \_\_\_\_\_

Jay Vavricek

In early 2000, the corporate executives for one of Grand Island's major employers, Case IH (formerly New Holland (CNH)), undertook an evaluation, targeting 20% of the company's plants worldwide for sale, consolidation and closure. At that time there was much discussion and concern that the Grand Island plant would be closed and operations moved.

July 8, 2000 was a red-letter day for the employees of Case IH, and City and community leaders as Case IH announced that the company planned to consolidate production of combines at the Grand Island plant, resulting in the retention of over 600 jobs. Case IH is an excellent corporate citizen. We are pleased that Case IH chose to invest in our community and are ecstatic that they currently have 844 well-paying jobs.

Our participation in the financial incentive package, while just a small component, demonstrates our support and commitment to Case IH, but, more importantly, to the employees, supporting companies/vendors, and the community at large. We believe the growth of Case IH will continue to stimulate economic development, increase the local tax base and promote the creation of well paying jobs.



ECONOMIC DEVELOPMENT AGREEMENT  
WITH  
CNH AMERICA LLC

The City of Grand Island, Nebraska (The City) and Grand Island Area Economic Development Corporation (The Development Corporation) having received and duly considered the Project Application for Economic Development Programs from Case New Holland, CNH America LLC (CNH) dated March 29, 2011, find that:

A. Since coming to Grand Island CNH has established itself as a very important contributor to the economic health and well-being of The City and the surrounding area; has established and maintained its Grand Island Plant as the largest manufacturer of combines and haytool equipment in the world and has consistently been an outstanding employee of a labor force which had six hundred ninety-one (691) fulltime equivalent employees in 2006 and now consists of eight hundred forty-four (844) fulltime equivalent employees;

B. CNH now proposes to revamp its Grand Island Plant and instill additional equipment necessary to expand its workforce by seventy-three (73) fulltime equivalent employees for a total of nine hundred seventeen (917);

C. CNH is a highly qualified business which meets and exceeds all of the requirements of The City's Economic Development Program;

D. The project which CNH proposes in its Application qualifies under The City's program and will be of substantial economic benefit to the people of the area served by The Development Corporation and especially the people of The City of Grand Island; and

E. The CNH Application should be and hereby is approved by The City and The Development Corporation on the terms and under the conditions of the following Articles of this Economic Development Agreement.

ARTICLE 1

ECONOMIC INCENTIVES

Part 1

Definitions

As used in this Economic Development Agreement the following words and phrases shall mean the follows:

1. Employees means the number of fulltime equivalent persons employed by CNH in Grand Island, Nebraska, as of the end of the Measuring Year and determined as follows: divide (i) the total number of regular time hours that CNH paid Employees to work during the

Measuring Year [including forty (40) hours per week for each week worked by each salaried Employee] by (ii) 2080.

2. Employment Certificate means a written statement certified to be true and correct by the Grand Island Plant General Manager of CNH and attested by its chief accountant. It shall be delivered to The Development Corporation within fifteen (15) days after the end of each Project Year. It shall state (i) the total number of hours for which CNH paid hourly Employees, (ii) the number of salaried Employees and the number of weeks each were employed by CNH at Grand Island, Nebraska, during the applicable year, and (iii) the number of Employees as of the last day of the year.

3. Project Year means the period of twelve (12) consecutive months ending on the last day of September in each calendar year.

## Part 2

### Employment Requirements

CNH shall meet each of the following requirements:

1. CNH shall have had not less than eight hundred forty-four (844) fulltime equivalent Employees as of April 1, 2011.

2. Between April 1, 2011 and September 30, 2011 CNH shall increase its workforce at its Grand Island Plant by seventy-three (73) Employees who will be paid an average wage of Sixteen and 50/100 Dollars (\$16.50) per hour.

3. On October 1, 2011 the workforce of CNH at its Grand Island Plant shall consist of nine hundred seventeen (917) fulltime equivalent Employees. For the purpose of this paragraph the number of fulltime equivalent Employees shall be measured on the assumption that the number of Employees and their hours worked on September 30, 2011 had all been in place for the previous twelve (12) consecutive months.

4. As of September 30 in each of the Project Years ending on September 30 in each of the years 2012, 2013 and 2014 CNH will have employed not less than nine hundred seventeen (917) fulltime equivalent Employees that year.

## Part 3

### Monetary Advances

1. Not later than thirty days (30) after CNH accepts this Economic Development Agreement and funds are approved under The City's Economic Development Program, The City will advance from its Economic Development Funds to CNH One Hundred Thousand and No/100 Dollars (\$100,000.00) to assist in the development of the proposed seventy-three (73) new jobs.

2. If between April 1, 2011 and October 1, 2011 CNH increases the number of its Employees to nine hundred seventeen (917) and certifies (using the measurement proscribed in paragraph 3 of Part 2 of this Article 1) to The Development Corporation that on September 30, 2011 it had nine hundred seventeen (917) Employees, then with thirty (30) days after The Development Corporation's receipt of the Certification from CNH The City will advance from its Economic Development Funds to CNH an additional One Hundred Nineteen Thousand and No/100 Dollars (119,000.00).

3. If CNH meets the requirements of paragraph 2 of this Part 3 and continuously maintains not less than nine hundred seventeen (917) Employees throughout the Project Year ending September 30, 2012, and has nine hundred seventeen (917) Employees on September 30, 2012, then The City and The Development Corporation will forgive the repayment by CNH of Seventy-three Thousand and No/100 Dollars (\$73,000.00) of the advance.

4. If CNH meets the requirements of paragraphs 2 and 3 of this Part 3 and continuously maintains not less than nine hundred seventeen (917) Employees throughout the Project Year ending September 30, 2013, and has not less than nine hundred seventeen (917) Employees on September 30, 2013, then The City and The Development Corporation will forgive the repayment by CNH of an additional Seventy-three Thousand and No/100 Dollars (\$73,000.00) of the advance.

5. If CNH meets the requirements of paragraphs 2, 3 and 4 of this Part 3 and continuously maintains not less than nine hundred seventeen (917) Employees throughout the Project Year ending September 30, 2014, and has not less than nine hundred seventeen (917) Employees on September 30, 2014, then The City and The Development Corporation will forgive the repayment by CNH of the remaining Seventy-three Thousand and No/100 Dollars (\$73,000.00) of the advance and this Agreement will terminate.

6. If CNH fails to meet the employment requirements set out in Part 2 of this Article for any year then the total amounts therefore forgiven under the provisions of this Part 3 of Article 1 for each prior year's performance, if any, shall be deducted from the advances and CNH shall repay the balance to The City. The balance shall become due on the last day of the first Project Year in which the employment requirement was not attained or became unattainable and shall be paid with interest on the unpaid balance at the rate of six percent (6%) per annum until paid in full.

## ARTICLE 2

### LEGAL EFFECT

1. Upon request CNH shall furnish The Development Corporation and The City such additional documentation and information as either may reasonably request to satisfy the requirements of The City's Economic Development Program.

2. This Economic Development Agreement contains all of the agreements and understandings between The Development Corporation, The City and CNH relative to the provisions hereof and supersedes any and all prior agreements and understandings whether written or oral concerning economic development grants or incentives. No additions or changes to this Agreement shall be effective until they are reduced to a writing signed by all three (3) parties to this Agreement.

3. The provisions of this Agreement are fully binding upon The Development Corporation, The City and CNH, and their respective successors.

Dated this 14 day of April, 2011.

GRAND ISLAND AREA ECONOMIC  
DEVELOPMENT CORPORATION

By Marlan Ferguson  
Marlan Ferguson, President

CNH AMERICA LLC

By William J. Baasch  
William Baasch, General Manager

THE CITY OF GRAND ISLAND

By \_\_\_\_\_  
Jay Vavricek, Mayor

ACCEPTANCE  
OF  
CNH AMERICA LLC

CNH hereby acknowledges receipt of a signed original of the foregoing Economic Development Agreement and accepts and agrees to all of the terms and conditions of that Agreement, including without limitation, the provisions requiring CNH to repay the amounts advanced to it from the Economic Development Funds of The City of Grand Island if CNH does not meet and maintain the employment levels required by the provisions of this Agreement.

Dated this 14 of April, 2011.

CHN AMERICA LLC

By William J. Baasch  
William Baasch, General Manager

RESOLUTION 2011-121

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens' Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Case New Holland (CNH American, LLC) has applied for a forgivable loan for job incentive in the amount of \$219,000.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation and was approved on April 26, 2011 by the Citizens Advisory Review Committee; and

WHEREAS, Case New Holland (CNH American, LLC). will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Case New Holland (CNH American, LLC) as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Case New Holland (CNH American, LLC), to provide \$219,000.00 in economic assistance to Case New Holland (CNH American, LLC), to be used for expanding its business in Grand Island is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_

Approved as to Form	☐ _____
May 5, 2011	☐ City Attorney

Shannon Oster, Assistant to the City Administrator



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item I5

**#2011-122 - Consideration of Amended Economic Development  
Incentive Agreement with Standard Iron, Inc.**

Staff Contact: Mary Lou Brown

# **Council Agenda Memo**

**From:** Mary Lou Brown, Interim City Administrator

**Meeting:** May 10, 2011

**Subject:** Approving Amended Economic Development Incentive Agreement with Standard Iron, Inc.

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

**Presenter(s):** Mary Lou Brown, Interim City Administrator  
Mark Stelk, Chairman, Citizens' Advisory Review Committee

## **Background**

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Economic Development Corporation (GIEDC). The Economic Development Corporation has received an application from Standard Iron, Inc. for building expansion and additional employees. On January 13, 2011, the Executive Board of the GIEDC approved the submission of the attached Economic Development Agreement to the Citizens' Review Committee (CRC) for consideration and recommendation. The CRC met on February 8, 2011 and approved the request and Agreement for recommendation to the City Council for final action and approval.

The City Council approved the application on February 22, 2011. Changes to the Economic Development Agreement were requested by the City regarding the payback of \$150,000 if the plant expansion did not occur as outlined in the agreement.

The CRC met on April 26, 2011 and approved the amended Agreement for recommendation to the City Council for final action and approval.

## **Discussion**

Standard Iron, Inc., supplier of metal products to be used in the manufacture and final assembly of original equipment manufactured items has submitted the required application (see attached) for a total amount of \$225,000. Proposed is the creation of 25 new jobs by December 31, 2012 with an average hourly wage of \$13.00. Requested is



\$3,000 per new employee not to exceed 25 employees and \$150,000 to assist with a \$1.7 million building expansion and \$2 million in additional equipment for a total incentive request of \$225,000.

Standard Iron, Inc. currently has 98 employees and occupies 111,000 sq. ft. of plant space. A total of \$225,000 of LB840 funds for an additional 53,000 sq. ft. of manufacturing space to be completed by July 2011 and 25 new employees is requested.

### **Alternatives**

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

1. Move to approve the Economic Development Agreement with Standard Iron, Inc.
2. Do not approve the Economic Development Agreement with Standard Iron, Inc.
3. Postpone the issue to future date.
4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council consider the resolution authorizing the City to enter into the amended Economic Development Agreement with Standard Iron, Inc.

### **Sample Motion**

Move to approve the resolution authorizing the City to enter into the amended Economic Development Agreement with Standard Iron, Inc.

ECONOMIC DEVELOPMENT AGREEMENT  
WITH  
STANDARD IRON, INC.  
524 Pine Street  
Monticello, MN 55362-8571  
763-295-8700

This Agreement is made by the City of Grand Island, Nebraska (The City), and the Grand Island Area Economic Development Corporation (The Development Corporation) with Standard Iron, Inc. (Standard) as follows:

ARTICLE I

BUSINESS AND INCENTIVE PLANS

Standard operates two (2) plants in Minnesota and one (1) in Grand Island at 4160 Gold Core Drive. Its primary business is metal fabrication producing metal products which are used by original equipment manufacturers in producing and assembling their products.

Standard came to Grand Island in 2004 and built a 111,000 square foot plant which now employs ninety-eight (98) fulltime equivalent employees. In 2004 Standard received an incentive payment of Two Hundred Thousand and No/100 Dollars (\$200,000.00) under Grand Island's Economic Development Program and fully satisfied the requirement of that Incentive Agreement.

Due to its success in Grand Island Standard has now outgrown the Grand Island plant and intends to expand it by fifty-three thousand (53,000) square feet. The building expansion has an estimated cost of 1.7 million dollars and the cost of equipping that expansion is estimated to be 2 million dollars.

Standard proposes to expand its Grand Island employment from ninety-eight (98) to one hundred twenty-three (123) fulltime equivalent workers at an average of Thirteen and No/100 Dollars (\$13.00) per hour plus a full benefit program which includes health, dental, life and short term disability insurance, a 401(k) program with matching funds as well as vacation and holiday pay and educational reimbursement.

Standard hopes to begin construction of the addition in February 2011 and estimates completion can be accomplished in the summer of 2011. The equipment purchases and the hiring of the new personnel will take place in 2011 and 2012.

Standard has applied for incentive assistance under the Grand Island Economic Development Program and the terms of the incentives are set forth in this Economic Development Agreement.

The City and The Development Corporation agree that Standard is qualified to receive incentives under the Grand Island Economic Development Plan, that Standard's expansion plan qualifies under the Program and that Standard's expansion will be a great benefit to the people of Grand Island and the surrounding area. The City and The Development Corporation also agree that the infrastructure and job creation incentives set forth in this Economic Development Agreement contribute to the fulfillment of the major objectives of the Development Plan.

## ARTICLE II

### INFRASTRUCTURE INCENTIVE

To assist Standard in its expansion and renovation of its Grand Island manufacturing plant as is described in its Application, The City will advance One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) to Standard. This amount will be paid within thirty (30) days after the payment is formally approved under The City's Economic Development Program.

~~This advance will be automatically forgiven when The City issues an occupancy permit to Standard after it completes the plant expansion described in its Application and Standard will then have no obligation to repay the grant. However, if that occupancy permit is not issued by November 1, 2011, on that date the grant will be repayable in full by Standard to The City.~~

If Standard fails to complete the plant expansion described in its Application and obtain an occupancy permit for the expanded area by December 31, 2011, Standard must repay the One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) advance in full to the City not later than February 1, 2012. However, if the occupancy permit is issued prior to December 31, 2011 by The City then Standard's repayment of the advance will be subject to the Forgiveness Provisions set forth in Article IV of this Agreement.

## ARTICLE III

### JOB CREATION INCENTIVES

#### Part 1

## Definitions

As used in this Economic Development Agreement the following words and phrases shall mean the following:

1. Employees means the number of fulltime equivalent persons employed by Standard at its manufacturing plant in Grand Island, Nebraska, as of the end of the Measuring Year and determined as follows: divide (i) the total number of regular time hours that Standard paid Employees to work during the Measuring Year [including forty (40) hours per week for each week worked by each fulltime salaried Employee] by (ii) 2080.

2. Year means the twelve (12) consecutive month period ending on December 31 each year during the term of this Agreement.

3. Employment Certificate means a written statement reporting the employment for the year at the Grand Island manufacturing plant certified to be true and correct by the Comptroller and attested by the President of the company. For the year ending December 31, 2010, it shall be delivered to The Development Corporation within thirty (30) days after the execution of this Agreement by all three (3) parties and, not later than February 1 in each of the years 2012, 2013, and 2014, ~~and 2015,~~ Certificates shall be delivered to The Development Corporation for the preceding year. It shall state (i) the total number of regular time hours for which Standard paid hourly employees for working at the manufacturing plant in Grand Island, (ii) the number of fulltime salaried employees and the number of weeks each were employed by Standard at Grand Island, Nebraska, during the applicable year, (iii) the number of employees as of the last day of the year, and (iv) the total of the gross regular time wages paid that year to those employees who are included in ~~the items~~ (i) and the base salaries (not including bonuses or other extra payments) paid to those employees who are included in (ii) of this paragraph. The Certificate shall also state that all of the Employee benefit programs referred to in Article I of this Economic Development Agreement continue to be in full force and effect.

## Part 2

### Employment, Pay and Benefits Requirements

Standard shall meet each of the following employment requirements:

1. For the years ending on December 31, 2010, and December 31, 2011, Standard must have employed not less than ninety-eight (98) Employees.

2. For each of the years ending on December 31, 2012, 2013 ~~and, 2014~~ ~~2014 and 2015~~ Standard must employ at least one hundred twenty-three (123) Employees.

3. For each year ending 201~~22~~ through 201~~45~~, inclusive, the average hourly rate of pay for the regular time hours worked by the Employees must be not less than Fifteen and 89/100 Dollars (\$15.89) per hour. The average rate of pay shall be determined each year by dividing the gross regular time wages and base salaries paid (not including overtime or bonuses) during the reporting year by the number of fulltime equivalent persons employed that year.

4. During each of the years 2011 through 201~~45~~ Standard shall continue all of employee benefit plans described in Article I of this Economic Development Agreement.

5. Not later than thirty days (30) after The Development Corporation receives from Standard the Employment Certificate for the year ending December 31, 2010, required by paragraph 3 of Part 1 of Article III of this Agreement and funds are approved under The City's Economic Development Program, The City will advance Standard Seventy-five Thousand and No/100 Dollars (\$75,000.00) to assist in the development of the proposed twenty-five (25) new jobs.

### ~~Part 3~~

#### ~~Monetary Provisions~~

~~1. Not later than thirty days (30) after The Development Corporation receives from Standard the Employment Certificate for the year ending December 31, 2010, required by paragraph 3 of Part 1 of Article III of this Agreement and funds are approved under The City's Economic Development Program, The City will advance Standard Seventy-five Thousand and No/100 Dollars (\$75,000.00) to assist in the development of the proposed twenty-five (25) new jobs.~~

~~2. If as of December 31 in each of the years ending in 2013 through 2015, inclusive (The Forgiveness Years), Standard has met each of the employment, pay and benefit requirements for that year and every prior year beginning with 2011, then within thirty (30) days after The Development Corporation receives the~~

~~Employment Certificate required for that Forgiveness Year, The City will give Standard formal notice that Twenty-five Thousand and No/100 Dollars (\$25,000.00) of the original advance of Seventy-five Thousand and No/100 Dollars (\$75,000.00) is then forgiven and Standard shall have no further obligation with regard to any forgiven amount.~~

~~3. If Standard fails to meet all of the employment, pay and benefit requirements set out in Part 2 of this Article III for the year ending December 31, 2011 or any subsequent year then the total amounts, if any, theretofore forgiven under the provisions of this Part 3 of Article III for each prior year's performance shall be deducted from the advance of Seventy-five Thousand and No/100 Dollars (\$75,000.00) and Standard shall repay the balance to The City. The balance shall become due on the last day of the first year in which the employment, the pay or benefit requirement was not attained or became unattainable and shall be paid with interest on the unpaid balance at the rate of six percent (6%) per annum from the date of the advance until paid in full.~~

~~4. If at any time prior to December 31, 2015, Standard transfers ownership or operation of its Grand Island manufacturing plant to any entity of which Standard does not have and maintain at least eighty percent (80%) of the corporate stock if it is a corporation or eighty percent (80%) of the voting and management rights if it is not a corporation, then at or before the effective date of the transfer Standard shall repay to The City that portion of the Seventy-five Thousand and No/100 Dollars (\$75,000.00) advance which has not theretofore been forgiven. The payment shall be due upon the effective date of the transfer and shall be paid with interest computed at the rate of six percent (6%) per annum from that date until the entire balance of principal and interest is paid in full.~~

## ARTICLE IV

### FORGIVENESS PROVISIONS

The terms and conditions of the Forgiveness of the Two Hundred Twenty-five Thousand and No/100 Dollars (\$225,000.00) of the Infrastructure Incentive and the Job Creation Incentives are set forth in this Article IV:

1. If as of December 31 in each of the years ending in 2012 through 2014, inclusive (The Forgiveness Years), Standard has met each of the employment, pay and benefit requirements for that year and every prior year beginning with 2011, then within thirty (30) days after The Development Corporation receives the

Employment Certificate required for that Forgiveness Year, The City will give Standard formal notice that Seventy-five Thousand and No/100 Dollars (\$75,000.00) of the original advance of Two Hundred Twenty-five Thousand and No/100 Dollars (\$225,000.00) is then forgiven and Standard shall have no further obligation with regard to any forgiven amount.

2. If Standard fails to meet all of the employment, pay and benefit requirements set out in Part 2 of Article III for the year ending December 31, 2011 or any subsequent year then the total amounts, if any, theretofore forgiven under the provisions of this Article IV for each prior year's performance shall be deducted from the advance of Two Hundred Twenty-five Thousand and No/100 Dollars (\$225,000.00) and Standard shall repay the balance to The City. The balance shall become due on the last day of the first year in which the employment, the pay or benefit requirement was not attained or became unattainable and shall be paid with interest on the unpaid balance at the rate of six percent (6%) per annum from the date of the advance until paid in full.

3. If at any time prior to December 31, 2014, Standard transfers ownership or operation of its Grand Island manufacturing plant to any entity of which Standard does not have and maintain at least eighty percent (80%) of the corporate stock if it is a corporation or eighty percent (80%) of the voting and management rights if it is not a corporation, then at or before the effective date of the transfer Standard shall repay to The City that portion of the Two Hundred Twenty-five Thousand and No/100 Dollars (\$225,000.00) advance which has not theretofore been forgiven. The payment shall be due upon the effective date of the transfer and shall be paid with interest computed at the rate of six percent (6%) per annum from that date until the entire balance of principal and interest is paid in full.

## ARTICLE V

### LEGAL EFFECT

1. Upon request Standard shall furnish The Development Corporation and The City such additional documentation and information as either may reasonably request to satisfy the requirements of The City's Economic Development Program and to evidence Standard's performance of the requirements of this Agreement.

2. This Economic Development Agreement contains all of the agreements and understandings between The Development

Corporation, The City and Standard relative to the provisions hereof and supersedes any and all prior agreements and understandings whether written or oral concerning economic development grants or incentives. No additions or changes to this Agreement shall be effective until they are reduced to a writing signed by all three (3) parties to this Agreement.

3. The provisions of this Agreement are fully binding upon The Development Corporation, The City and Standard, and their respective successors.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

GRAND ISLAND AREA ECONOMIC  
DEVELOPMENT CORPORATION

STANDARD IRON, INC.

By \_\_\_\_\_  
Marlan Ferguson, President

By \_\_\_\_\_  
Printed Name: Cathi Boerner  
Title: Controller

THE CITY OF GRAND ISLAND

By \_\_\_\_\_  
Jay Vavricek, Mayor



RESOLUTION 2011-122

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens' Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Standard Iron, Inc. has applied for a forgivable loan for job incentive and infrastructure in the amount of \$225,000.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such amended application has been approved by the executive committee of the Economic Development Corporation and was approved on April 26, 2011 by the Citizens Advisory Review Committee; and

WHEREAS, Standard Iron, Inc. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Standard Iron, Inc. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Standard Iron, Inc., to provide \$225,000.00 in economic assistance to Standard Iron, Inc., to be used for expanding its business in Grand Island is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
Shannon Oster, Assistant to the City Administrator

Approved as to Form	☐ _____
May 5, 2011	☐ City Attorney



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item J1

**Approving Payment of Claims for the Period of April 27, 2011  
through May 11, 2011**

*The Claims for the period of April 27, 2011 through May 10, 2011 for a total amount of \$2,084,741.61. A MOTION is in order.*

Staff Contact: Mary Lou Brown



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item J2

**Approving Payment of Claims for the Period of April 27, 2011  
through May 10, 2011 for the Veterans Athletic Field Complex**

*The Claims for the period of April 27, 2011 through May 10, 2011 for a total amount of  
\$28,553.98 for the Veterans Athletic Field Complex. A MOTION is in order.*

Staff Contact: Mary Lou Brown

# Veteran's Athletic Complex Appropriations

Amount to be Spent

100,000.00

Council Date	Vendor Name	Description	Amount Submitted	Total by Council Meeting
1/11/2011	Ensley Electric Services Inc	Ball field lighting	5,970.75	14,670.75
1/11/2011	Middleton Electric Inc	Parking lot light installation	8,000.00	
1/11/2011	Olsson Associates Inc	Staking for light poles	700.00	
		Subtotal		
1/25/2011	Heartland Electric	Well repair	359.42	2,247.54
1/25/2011	The Grand Island Independent	Legal filing	43.12	
1/25/2011	Nature's Helper	Consultation with well company	1,192.50	
1/25/2011	Nature's Helper	Winterization of irrigation system	652.50	
		Subtotal		
2/8/2011	American Fence Co	Provide and install gates and posts	880.00	2,381.15
2/8/2011	Echo Group Inc	Training for well computer	500.00	
2/8/2011	Ensley Electric Services Inc		1,001.15	
		Subtotal		
2/22/2011	Nature's Helper	Capped head in soccer field	183.63	3,919.44
2/22/2011	Nature's Helper	Re-wire decoders	1,053.45	
2/22/2011	Nature's Helper	Repair damages caused by concrete paving company	262.85	
2/22/2011	Nature's Helper	Repair damages caused by graders	2,157.21	
2/22/2011	City of Grand Island	Overage from Requisition No. 33 that was in excess of \$1,500,000 in escrow account	262.30	3,919.44
		Subtotal		
3/22/2011	Tri Valley Builders Inc	Relocation and reconstruction of athletic fields	18,466.47	27,357.47
3/22/2011	Ensley Electric Services Inc	Electrical in concession building	2,391.00	
3/22/2011	Nature's Helper	Irrigation change order	6,500.00	
		Subtotal		
4/12/2011	The Grand Island Independent	Published affidavit for concession stand bids	29.67	29.67
4/26/2011	Elkhorn Fence LLC	Fence installation	20,840.00	20,840.00
5/10/2011	Elkhorn Fence Co	Fence installation	5,862.00	28,553.98
	Tri Valley Builders	Building relocation/reconstruction	15,749.37	
	Tri Valley Builders	Building relocation/reconstruction	8,800.01	
	Tri Valley Builders	Repair backflow preventer	390.00	
	Adjustment		(2,247.40)	
		Subtotal		28,553.98
		Total		100,000.00

Amount Remaining to be Spent

The escrow account with Wells Fargo for the Veteran's Athletic Complex was funded with \$1,500,000.00. That money has been depleted. The City Code Chapter 23, Article VII states in paragraph 23-79 that the food and beverage "...occupation tax imposed by this Article shall terminate and collection of the tax shall cease upon the completion of the following: ... (B) Recreational field development in the amount of \$1.6 million on the property described as follows:..." The next \$100,000.00 of payments related to the Veteran's Athletic Complex will be funded directly by the food and beverage occupation tax. This log will provide the record of the expenses.

## Schedule of Bills

Vendor		Description		Invoice	PO #	WO#	Check #	Amount
Org	Object	Name/Number						
40044450	90122	PARKS & RECREATION						
		ATHLETIC COMPLEX						
1	1	1492 ELKHORN FENCE CO	FENCE INSTALL PMT #2 & CHG ORDER - FINAL	11-046			103382	5,862.00
1	1	401 TRI VALLEY BUILDERS INC	BLDG RELOCATION/RECONSTRUCTION	04/05/11-PAY EST 4	22860		163539	15,749.37
1	1	401 TRI VALLEY BUILDERS INC	BLDG RELOCATION/RECONSTRUCTION - FINAL	04/05/11-PAY EST 5	22860		163539	8,800.01
1	1	401 TRI VALLEY BUILDERS INC	REPAIR BACKFLOW PREVENTER	VA405	24658		163539	390.00
				40044450 Org Total			30,801.38	

COPY

# Elkhorn Fence, LLC.

P. O. Box 186

Elkhorn, NE 68022

## Invoice

DATE	INVOICE #
4/8/2011	11-046

BILL TO
City of Grand Island Parks Administration 100 E 1st Street P.O. Box 1968 Grand Island, NE 68801

P.O. NO.	TERMS	DUE DATE	EFC Job #
Signed Contract	Net 30	5/8/2011	1101-06

QTY	DESCRIPTION	RATE	AMOUNT																								
1	Veterans Athletic Field Complex: Ball Field Fencing  Progress Payment # 2 80 to 100% of original contract	5,212.00	5,212.00																								
1	Change Order # 1 Re-locate (4) double drive service gates in outfields	650.00	650.00																								
<div>Voucher #<table><tr><td>PO #</td><td colspan="3">Contract Resolution # 2041-6 # 2011-102</td></tr><tr><td>Vendor #</td><td colspan="3">1492</td></tr><tr><td>Invoice #</td><td colspan="3">11-046</td></tr><tr><td>Description</td><td colspan="3">Final - Fence Installation</td></tr><tr><td>Approved by</td><td>GP</td><td>Date</td><td>4-14-11</td></tr><tr><td>Org-obj#</td><td>40044450 - 90122</td><td>Amount</td><td>5,862.00</td></tr></table></div>				PO #	Contract Resolution # 2041-6 # 2011-102			Vendor #	1492			Invoice #	11-046			Description	Final - Fence Installation			Approved by	GP	Date	4-14-11	Org-obj#	40044450 - 90122	Amount	5,862.00
PO #	Contract Resolution # 2041-6 # 2011-102																										
Vendor #	1492																										
Invoice #	11-046																										
Description	Final - Fence Installation																										
Approved by	GP	Date	4-14-11																								
Org-obj#	40044450 - 90122	Amount	5,862.00																								
Please remit to above address.		Total Due	\$5,862.00																								

RESOLUTION 2011-6

WHEREAS, the City of Grand Island invited sealed bids for Furnishing and Installation of Ball Field Fencing at the new Veterans Athletic Field Complex, according to plans and specifications on file with the Parks and Recreation Department; and

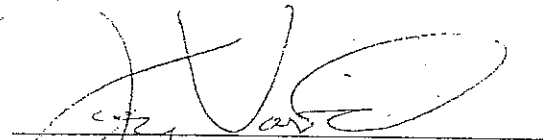
WHEREAS, on December 28, 2010, bids were received, opened and reviewed; and

WHEREAS, Elkhorn Fence Co. from Elkhorn, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$26,052.00.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Elkhorn Fence Co. from Elkhorn, Nebraska in the amount of \$26,052.00 for Furnishing and Installation of Ball Field Fencing at the new Veterans Athletic Field Complex is hereby approved as the lowest responsible bid.

---

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2011.

  
Jay Vavricek, Mayor

Attest:

  
RaNae Edwards, City Clerk

0.\*

Resolution 26,052.00+  
Pmt #1 20,340.00-  
000  
Remaining 5,212.00\*  
amt  
✓NR 4/8/11 .....-P

Approved as to Form	<input checked="" type="checkbox"/> E
January 10, 2011	<input type="checkbox"/> City Attorney

RESOLUTION 2011-102

WHEREAS, on January 10, 2011 by Resolution 2011-6, the City Council of the City of Grand Island awarded the Elkhorn Fence Co. LLC. from Elkhorn, Nebraska, the bid in the amount of \$26,052.00, for the Fence Installation at the new Veterans Athletic Field Complex; and

WHEREAS, it has been determined that the relocation of (4) double drive service gates in the outfield fences to be performed by Elkhorn Fence Co. LLC. are necessary; and

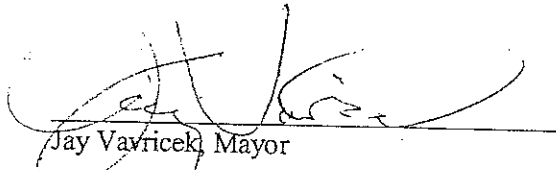
WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$650.00 for a revised contract price of \$26,702.00.

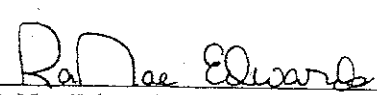
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and the Elkhorn Fence Co. from Elkhorn, Nebraska to provide the modifications set out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


Re-locate (4) double drive service gates in outfield.....\$650.00

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011.

  
Jay Vavricek, Mayor

Attest:

  
RaNae Edwards, City Clerk

Approved as to Form ☒   
April 25, 2011 ☒ City Attorney





# AIA Document G702™ - 1992

## Application and Certificate for Payment

TO: OWNER GRAND ISLAND

P.O. BOX 1968

GRAND ISLAND

FROM: CONTRACTOR: VALLEY BUILDERS, INC.  
P.O. BOX 2341

NE 68802-

VIA ARCHITECT:

GRAND ISLAND

NE 68802-

PROJECT LOCATION AND RECONSTRUCTION OF MULTIPLE APPLICATION NO. 04/05/2011 15,749.37 Distribution to:

PURPOSE BUILDING VETERANS ATHLETIC FIELD PERIOD TO: 04/05/2011 15,749.37

COMPLEX-PURCHASE ORDER 22860-00 40047750-90122 CONTRACT FOR: CITY OF GRAND ISLAND

CONTRACT DATE: 06/03/2010

PROJECT NOS: /

CONTRACTOR: VALLEY BUILDERS, INC.

By: *[Signature]* State of Nebraska

County of: Hall

Subscribed and sworn to before me this 5th day of April 2011

Notary Public: Sally R. Jackson

My commission expires: Nov. 29, 2012

Date: 4-5-11

GENERAL NOTARY - State of Nebraska  
SALLY R. JACKSON  
My Comm. Exp. Nov. 29, 2012

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 88,000.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 88,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 88,000.00
5. RETAINAGE:
  - a. % of Completed Work (Columns D + E on G703) ..... \$ 8,800.01
  - b. % of Stored Material (Column F on G703) ..... \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 8,800.01

6. TOTAL EARNED LESS RETAINAGE ..... \$ 79,199.99  
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 63,450.62  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 15,749.37

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 8,800.01  
(Line 3 minus Line 6)

AMOUNT CERTIFIED ..... \$

(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: 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.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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PO #	22860
Vendor #	401
Invoice #	4-CH/5/11-PAY EST 4
Description	payment 4 - Building Relocate
Approved by	<i>[Signature]</i> Date: 4/14/11

PROJECT LOCATION AND RECONSTRUCTION OF MULTIPLE APPLICATION NO. 04/05/2011 15,749.37 Distribution to:
PURPOSE BUILDING VETERANS ATHLETIC FIELD PERIOD TO: 04/05/2011 15,749.37
COMPLEX-PURCHASE ORDER 22860-00 40047750-90122 CONTRACT FOR: CITY OF GRAND ISLAND
CONTRACT DATE: 06/03/2010
PROJECT NOS: /
CONTRACTOR: VALLEY BUILDERS, INC.
By: <i>[Signature]</i> State of Nebraska
County of: Hall
Subscribed and sworn to before me this 5th day of April 2011
Notary Public: Sally R. Jackson
My commission expires: Nov. 29, 2012
Date: 4-5-11

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: VALLEY BUILDERS, INC.

By: *[Signature]* State of Nebraska

County of: Hall

Subscribed and sworn to before me this 5th day of April 2011

Notary Public: Sally R. Jackson

My commission expires: Nov. 29, 2012

Date: 4-5-11

GENERAL NOTARY - State of Nebraska  
SALLY R. JACKSON  
My Comm. Exp. Nov. 29, 2012

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 ..... \$

(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: 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.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	0.00

# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document G703™, 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.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PAY EST 4

04/05/2011

04/05/2011

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
010	GENERAL REQUIREMENTS	12,866.00	12,222.70		643.30	0.00	12,866.00	0.00	1,286.60
020	SITEWORK	13,500.00	13,500.00		0.00	0.00	13,500.00	0.00	1,350.00
030	CONCRETE	11,903.00	11,903.00		0.00	0.00	11,903.00	0.00	1,190.31
040	MASONRY	16,000.00	16,000.00		0.00	0.00	16,000.00	0.00	1,600.00
050	METALS	2,000.00	2,000.00		0.00	0.00	2,000.00	0.00	200.00
060	CARPENTRY	2,500.00	625.00		1,875.00	0.00	2,500.00	0.00	250.00
070	THERMAL MOISTURE	2,100.00	0.00		2,100.00	0.00	2,100.00	0.00	210.00
080	HOLLOW METAL	500.00	250.00		250.00	0.00	500.00	0.00	50.00
092	DRYWALL	2,000.00	0.00		2,000.00	0.00	2,000.00	0.00	200.00
096	FLOOR COVERING	100.00	0.00		100.00	0.00	100.00	0.00	10.00
100	MISC. SPECIALTIES	1,200.00	0.00		1,200.00	0.00	1,200.00	0.00	120.00
130	PRE ENGINEERED BLDG	6,000.00	6,000.00		0.00	0.00	6,000.00	0.00	600.00
150	PLUMBING	13,221.00	5,000.00		8,221.00	0.00	13,221.00	0.00	1,322.10
160	ELECTRICAL	4,110.00	3,000.00		1,110.00	0.00	4,110.00	0.00	411.00
Final GRAND TOTAL		88,000.00	70,500.70		17,499.30	0.00	88,000.00	0.00	8,800.01

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# AIA Document G702™ - 1992

## Application and Certificate for Payment

TO OWNER: GRAND ISLAND  
P.O. BOX 1988  
GRAND ISLAND NE 68802-  
FROM CONTRACTOR: TRIMBLE BUILDERS, INC.  
P.O. BOX 2341  
GRAND ISLAND NE 68802-

PROJECT: EDUCATION AND RECONSTRUCTION  
PURPOSE: BUILDING VETERANS ATHLETIC FIELD PERIOD TO:  
COMPLEX-PURCHASE ORDER 22860-00 40044450-90132  
CONTRACT FOR:

VIA ARCHITECT:

INVOICE # 401  
DATE 4-14-11  
8800-01  
CITY OF GRAND ISLAND  
06/03/2010

CONTRACT DATE: 06/03/2010  
PROJECT NOS:

Distribution to:  
OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 88,000.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 88,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 88,000.00
5. RETAINAGE:
  - a. % of Completed Work (Columns D + E on G703) \$ 0.00
  - b. % of Stored Material (Column F on G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total) \$ 88,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 79,199.99
8. CURRENT PAYMENT DUE \$ 8,800.01
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) \$ 0.00

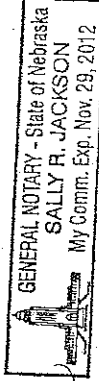
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	0.00

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TRIMBLE BUILDERS, INC.  
By: Donald J. Jackson  
State of: Nebraska  
County of: gla  
Subscribed and sworn to before me this 5th day of April 2011  
Notary Public: Sally R. Jackson  
My commission expires: Nov. 29, 2012  
Date: 4-5-11

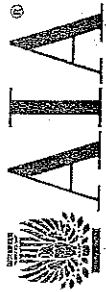


### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$  
(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: \_\_\_\_\_  
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.



# AIA Document G703™ - 1992

## Continuation Sheet

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.

APPLICATION NO: PAY EST 5

APPLICATION DATE: 04/05/2011

PERIOD TO: 04/05/2011

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
010	GENERAL REQUIREMENTS	12,866.00	12,866.00		1,286.60	0.00	12,866.00	0.00	0.00
020	SITEWORK	13,500.00	13,500.00		1,350.00	0.00	13,500.00	0.00	0.00
030	CONCRETE	11,903.00	11,903.00		1,190.31	0.00	11,903.00	0.00	0.00
040	MASONRY	16,000.00	16,000.00		1,600.00	0.00	16,000.00	0.00	0.00
050	METALS	2,000.00	2,000.00		200.00	0.00	2,000.00	0.00	0.00
060	CARPENTRY	2,500.00	2,500.00		250.00	0.00	2,500.00	0.00	0.00
070	THERMAL MOISTURE	2,100.00	2,100.00		210.00	0.00	2,100.00	0.00	0.00
080	HOLLOW METAL	500.00	500.00		50.00	0.00	500.00	0.00	0.00
082	DRYWALL	2,000.00	2,000.00		200.00	0.00	2,000.00	0.00	0.00
096	FLOOR COVERING	100.00	100.00		10.00	0.00	100.00	0.00	0.00
100	MISC. SPECIALTIES	1,200.00	1,200.00		120.00	0.00	1,200.00	0.00	0.00
130	PRE ENGINEERED BLDG	6,000.00	6,000.00		600.00	0.00	6,000.00	0.00	0.00
150	PLUMBING	13,221.00	13,221.00		1,322.10	0.00	13,221.00	0.00	0.00
160	ELECTRICAL	4,110.00	4,110.00		411.00	0.00	4,110.00	0.00	0.00
Final Total GRAND TOTAL		88,000.00	88,000.00		8,800.01	0.00	88,000.00	0.00	0.00

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100 E 1st St \* PO Box 1968 \* Grand Island NE 68802-1968  
(308) 385-5444 Ext 193

# Purchase Order

Fiscal Year 2010

Page 1 of 1

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PARKS ADMINISTRATION  
100 E 1ST ST  
PO BOX 1968  
GRAND ISLAND, NE 68802  
308-385-5444 EXT 290  
308-385-5488 FAX

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TRI VALLEY BUILDERS INC  
3630 W OLD HWY 30  
PO BOX 2341  
GRAND ISLAND NE 68802

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PARKS ADMINISTRATION  
100 E 1ST ST  
PO BOX 1968  
GRAND ISLAND, NE 68802  
308-385-5444 EXT 290  
308-385-5488 FAX

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase  
Order #

22860-00

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number	Requisition Number		Delivery Reference	
			22382			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
06/02/2010	401	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	RELOCATION AND RECONSTRUCTION OF MULTI PURPOSE BUILDING FOR THE VETERANS ATHLETIC FIELD COMPLEX AS PER BID.		1.0	Each	\$88,000.000	\$88,000.00
	40044450 - 90122					\$88,000.00
	40044450 - 90122					\$88,000.00

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

PO Total

\$88,000.00



GENERAL CONTRACTORS

P.O. BOX 2341 - GRAND ISLAND, NE 68802 - PH. 384-6821

INVOICE VA405

Customer CITY OF GRAND ISLAND  
Address P.O. BOX 1968  
City GRAND ISLAND, NE 68802

DATE APRIL 5, 2011

CUST. NO. \_\_\_\_\_

DESCRIPTION	AMOUNT
REPAIR BACKFLOW PREVENTER AND WATER METER AT VETERANS ATHLETIC FIELD COMPLEX.	\$390.00

ALL ACCOUNTS DUE WITHIN TEN DAYS FOLLOWING PURCHASE. 2% PER MONTH CHARGED ON UNPAID BALANCE OR MINIMUM OF \$1.00 SERVICE CHARGE - THIS IS 24% PER YEAR.

Voucher #

PO #	24658
Vendor #	401
Invoice #	VA405
Description	Repair backflow
Approved by	<i>[Signature]</i>
Org-obj#	40044450-90122
Date	4-14-11
Amount	390.00



100 E 1st St \* PO Box 1968 \* Grand Island NE 68802-1968  
(308) 385-5444 Ext 193

# Purchase Order

Fiscal Year 2011

Page 1 of 1

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PARKS ADMINISTRATION  
100 E 1ST ST  
PO BOX 1968  
GRAND ISLAND, NE 68802  
308-385-5444 EXT 290  
308-385-5488 FAX

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS

Purchase  
Order #

24658-00

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TRI VALLEY BUILDERS INC  
3630 W OLD HWY 30  
PO BOX 2341  
GRAND ISLAND NE 68802

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PARKS ADMINISTRATION  
100 E 1ST ST  
PO BOX 1968  
GRAND ISLAND, NE 68802  
308-385-5444 EXT 290  
308-385-5488 FAX

Federal Tax ID #47-6006205 State Tax ID # 21-0244767

Vendor Phone Number		Vendor Fax Number	Requisition Number		Delivery Reference	
			24477			
Date Ordered	Vendor Number	Entered By	Requested By		Department/Location	
04/15/2011	401	pattib	Patti Buettner		PARKS & RECREATION	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
-	REPAIR BACKFLOW PREVENTER AND WATER METER		1.0	Each	\$390.000	\$390.00
	40044450 - 90122 \$390.00					
	40044450 - 90122 \$390.00					

The City of Grand Island is an Affirmative Action/Equal Opportunity Employer

PO Total

\$390.00



# City of Grand Island

Tuesday, May 10, 2011

Council Session

## Item X1

### Update Concerning Union Negotiations

*The City Council may vote to go into Executive Session as required by State law to discuss AFSCME, IAFF, FOP, IBEW (Utilities) (Finance) (WWTP) and (Service/Clerical) Union Negotiations for the protection of the public interest.*

Staff Contact: Brenda Sutherland