

---

# City of Grand Island



**Tuesday, March 16, 2004**

**Special Meeting Packet**

---

**City Council:**

**Carole Cornelius**

**Peg Gilbert**

**Joyce Haase**

**Margaret Hornady**

**Robert Meyer**

**Mitchell Nickerson**

**Don Pauly**

**Jackie Pielstick**

**Scott Walker**

**Fred Whitesides**

**Mayor:**

**Jay Vavricek**

**City Administrator:**

**Gary Greer**

**City Clerk:**

**RaNae Edwards**

---

**7:00:00 PM**

**Council Chambers - City Hall**

**100 East First Street**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

---

## **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

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

---

## **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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

---

## **MAYOR COMMUNICATION**

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



# **City of Grand Island**

**Tuesday, March 16, 2004**

**Special Meeting**

## **Item E1**

**Public Hearing for the Purpose of Hearing Testimony Concerning  
the City's Proposed Comprehensive Development Plan**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Chad Nabity AICP  
Hall County Regional Planning Director

**Meeting:** March 16, 2004

**Subject:** Comprehensive Plan and Zoning Regulations

**Item #'s:** E1, E2, G1

**Presenter(s):** Keith Marvin, JEO Consulting  
Chad Nabity, AICP Hall County Regional Planning  
Director

## **Background**

In March of 2002 the Hall County Regional Planning Department began working with JEO Consulting Inc. of Wahoo Nebraska to update the comprehensive development plans, zoning and subdivision regulations for Grand Island, Hall County, Wood River, Alda, Doniphan and Cairo.

The process for Grand Island, over the course of the last two years, included four town hall meetings, eight subcommittees that comprised of over 130 citizens suggesting goals, objectives and policies for their committee, as well as monthly meetings with a steering committee. The steering committee was made up of more than 25 citizens and city of Grand Island staff.

Council has received copies of the comprehensive plan and proposed zoning and subdivision regulations. Copies are available for public viewing at the Grand Island Public Library and at the Hall County Regional Planning Commission office.

## **Discussion**

The Hall County Regional Planning Commission held public hearings on the plan and proposed regulations on February 18, 2004. The planning commission has recommended that the Grand Island City Council approve the plan and regulations as presented. A copy of the planning commission recommendation is attached.

The Comprehensive Plan and updated regulations are not significantly different from the plan and regulations currently in place for Grand Island. Definitions have been modernized and language in some of the districts has been clarified to make it consistent with interpretation and enforcement of the current regulations.

A synopsis of the changes to the zoning regulations is included as a separate document.

The subdivision regulations have been modified with updated definitions and a requirement that final plats need to be tied into three approved known points, and a requirement for submission of final plats in electronic format with specified layers.

### **Alternatives**

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

1. Discuss the proposed plan and regulations and direct staff to bring these forward for approval at a future date as presented.
2. Discuss the proposed plan and regulation and direct staff to make specific modifications to the plan and/or regulations and bring the modified plan and regulations forward for approval at a future date.
3. Discuss the proposed plan and regulation and direct staff to make specific modifications to the plan and/or regulations and send the modified plan and regulations back to the planning commission for a new hearing and recommendation.

### **Recommendation**

City Administration recommends that the Council discuss the proposed plan and regulations and direct staff to bring these forward for approval at a future date as presented.

February 19, 2004

Honorable Jay Vavricek, Mayor  
And Members of the Council  
City Hall 100 E. 1<sup>st</sup> Street  
Grand Island, NE 68801

Dear Members of the Council:

**RE: COMPREHENSIVE PLAN, ZONING REGULATIONS, SUBDIVISION  
REGULATIONS.**

At the meeting of the Regional Planning Commission, held February 18, 2004, the above items were considered.

Keith with JEO Consulting Group gave a brief summary of the Comprehensive Plan, he said it is based on the needs and desires of the community. He said the plan tries to minimize conflicts between land uses. Keith said the zoning was looked at they tried to keep what was working and change what was not working. He noted one of the major changes being to create a large lot residential zone, for the areas of town that currently have houses built on larger lots like ½ acres.

Keith said they have changed a few things in the 2 mile zoning jurisdiction into Merrick County, to the people living in this area do not have to meet the strictest of the two regulations between Grand Island and Merrick County anymore, they will only have to comply with the Grand Island regulations.

Nabity explained that Merrick County has requested that an Inter-jurisdictional Planning Commission be created between Merrick County Planning Commission, and Hall County Planning Commission, with 3 members from each Merrick County & Hall County. The newly created Planning Commission would only make decisions on property located in the area of Merrick County that also falls within the Grand Island 2 mile zoning jurisdiction, and would then make a recommendation to the Grand Island City Council.

Randy Stueven gave the Planning Commission members copies of a few letters concerning the concurrent jurisdiction. He said they would like us to hold off on making a decision on this until the Inter-jurisdictional Planning Commission is created and in place. He said the people that live in the concurrent jurisdiction deserve representation from Merrick County as well.

Gary Mathis Merrick County Planning & Zoning Administrator said he also would like to see no action taken on the concurrent jurisdiction until the Inter-jurisdictional Planning Commission is created so there is no lapse in representation.

Greg Baxter asked for clarification on the zoning his cattle operation would be located in under this new plan, and if it would be allowed to operate as it is now, and also on the taxability that the tax levy would not change until the land was platted, and not because it is in a different zoning classification.

Nabity said the taxability would continue as it does now and not change until the land was platted. He said Baxters will be allowed to operate as they are today with not problems or conditional uses, they would be grandfathered in as a nonconforming use. He said if they wanted to expand their operation they would need to apply for an expansion of a non conforming use by a conditional use permit.

Following further discussion a motion was made by Ruge and 2<sup>nd</sup> by Brown to **approve**, and recommend the City of Grand Island **approve** the Comprehensive Plan for the City Of Grand Island.

A roll call vote was taken and the motion passed by a unanimous vote of the 10 members present (Amick, Haskins, Lechner, O'Neill, Brown, Niemann, Miller, Ruge, Monter, Hayes).

Following further discussion a motion was made by Niemann 2<sup>nd</sup> by Amick to **approve** and recommend the City of Grand Island **approve** the Subdivision and Zoning Regulations for the City of Grand Island.

A roll call vote was taken and the motion passed by a unanimous vote of the 10 members present (Amick, Haskins, Lechner, O'Neill, Brown, Niemann, Miller, Ruge, Monter, Hayes).

Yours truly,

Chad Nabity AICP  
Planning Director



# **City of Grand Island**

**Tuesday, March 16, 2004**

**Special Meeting**

## **Item E2**

**Public Hearing for the Purpose of Hearing Testimony Concerning  
the City's Proposed Zoning and Subdivision Regulations**

**Staff Contact: Chad Nabity**



## **Grand Island Zoning Ordinance Changes with the 2004 Comprehensive Plan**

This is intended to present the major changes to the Grand Island Zoning Ordinance. Changes to the text and map will be highlighted. This is not a comprehensive list of every single change but rather an effort to identify major changes.

### **Definitions**

Many new definitions have been added to the regulations.

### **Removal of Concurrent Jurisdiction with Merrick County**

State statute gives the City of Grand Island the ability to exercise an extraterritorial jurisdiction in an area up to 2 miles from the Grand Island city limits. Grand Island has exercised this jurisdiction since the early 1980's. Since that time Grand Island has allowed Merrick County to exercise concurrent jurisdiction over those areas that are in the Grand Island ETJ and within Merrick County. People living in Merrick County within the Grand Island ETJ are currently required to meet the most stringent regulations between both Grand Island and Merrick County.

As a matter of planning for future development of the City Of Grand Island it is important that Grand Island maintain zoning and subdivision authority within the allowed 2 mile ETJ. It is unfair to the those people in Merrick County to have to follow two sets of regulations. The consultant is recommending that concurrent jurisdiction language be removed and staff agrees.

### **General Provisions**

This section contains the Exceptions and Encroachments and Non-Conforming Use Section of the old code.

## **Zoning Districts**

### **AG-1 Primary Agricultural Zone**

This district is located north and east of the Central Nebraska Regional Airport. This district allows for the development of large animal feeding operations by conditional use permit in areas of Hall County and Merrick County within the Grand Island ETJ that are unlikely to experience urban development within the scope of this plan based on their location. Animal feeding operations with more than 1000 animal units require a conditional use permit.

### **AG-2 Secondary Agricultural Zone**

Similar to the current AG district.

Animal feeding operations with more than 300 animal units require a conditional use permit. New animal feeding operations with more than 1000 animal units are not permitted.

### **AG-SC Special Agriculture/Conservation Zone**

This is a CAAP Zoning district. No changes are proposed.

### **AG-SE Special Agriculture/Events Zone**

This is a CAAP Zoning district. No changes are proposed.

### **AG-SI Special Agriculture/Industrial Zone**

This is a CAAP Zoning district. No changes are proposed.

### **SRC-Special Recreation Conservation Zone**

This is a CAAP Zoning district. No changes are proposed.

Undeveloped properties within the Grand Island City Limits that are zoned currently zoned TA will be **rezoned** to a district that conforms to the future land use map. Production of row crops is a permitted use in all districts so agricultural deferments that are in place or necessary to extend infrastructure would not be effected. Greenbelting is not impacted as these properties are already within the corporate limits of Grand Island and not eligible for greenbelting.

### **TA-Transitional Agriculture**

This district has a minimum lot size for residences of 20 acres (part of a farm). This is a holding district for areas immediately adjacent to the Grand Island City Limits. Most TA will be located outside of the City Limits. Confined animal feeding is allowed to a maximum of 300 animal units or a density of 1 animal unit for the first acre and an additional animal unit per ½ acre of property. (eg on a 20 acre parcel the maximum density would be 39au. 1 for the first acre and 38 for the 19 remaining acres.)

### **LLR Large Lot Residential**

This is a **new** zone designed to encompass those areas currently zoned TA and developed with housing on ½ acre lots. This zoning district will allow housing at the same densities and under the same conditions as the existing TA district. Livestock is permitted as allowed by the Grand Island Animal Ordinances.

### **R-1 Suburban Residential**

Similar to the existing R-1 Suburban Residential District.

### **R-2 Low Density Residential**

Similar to the existing R-2 Low Density Residential District.

### **R-3 Medium Density Residential**

Similar to the existing R-3 Medium Density Residential District.

### **R-4 High Density Residential**

Similar to the existing R-4 High Density Residential District. Group homes with less than 8 individuals and elderly assisted living facilities are permitted by conditional use permit.

**RO Residential Office District**

Similar to the existing RO Residential Office District. Group homes with less than 8 individuals and elderly assisted living facilities are permitted.

**B-1 Light Business Zone**

Similar to the existing B-1 Light Business District.

**B-2 General Business Zone**

Similar to the existing B-1 General Business District.

**B-3 Heavy Business Zone**

Similar to the existing B-3 Heavy Business District.

**ME-Industrial Estates Zone**

Similar to the existing ME-Industrial Estates District.

**M1-Light Manufacturing Zone**

Similar to the existing M1-Light Manufacturing District.

**M2-Heavy Manufacturing Zone**

Similar to the existing M2-Heavy Manufacturing District.

**M3-Mixed Use Manufacturing Zone**

Similar to the M3-Central City Manufacturing District. The name is changing to more accurately reflect the district.

**CD Commercial Development Zone**

Similar to the existing CD Commercial Development Zone.

**RD Residential Development Zone**

Similar to the existing RD Residential Development Zone.

**TD Travel Development Zone**

Similar to the existing TD Travel Development Zone.

**Overlay Districts**

**AC-Arterial Commercial Overlay**

Similar to the existing AC Arterial Commercial Overlay

**GCO Gateway Corridor Overlay**

Similar to the existing GCO Gateway Commercial Overlay. On the zoning map the entire west side of Locust Street south of U.S. Highway 34 will be included in the GCO.

**R-M Mobile Home Residential District**

This would replace the M and MD overlay districts currently used within Grand Island. New mobile home parks would be required to rezone to an R-M district. This district is an overlay allowed on any residential zoning district.

**A Airport Zone**

Similar to the existing A Airport Zone.

**Conditional Use Permits**

Similar to existing Conditional Use Permit Process.

**Supplemental Regulations**

Similar to existing supplemental Regulations. Tower regulations are moved to within this section. Landscaping regulations have been modified for new zoning districts. Home Occupation standards are here rather than in the definition section. Includes industrial performance standards. Parking standards and parking lot design standards are similar to existing regulations but have been updated.

**Floodplain Regulations**

Floodplain regulations have been modified to conform to the latest version of the model flood plain ordinances as developed by the Nebraska Natural Resources Commission.

**Board of Adjustment**

Similar to existing Board of Adjustment regulations.

**Amendments, Enforcement, Permits and Penalties**

This section contains the Certificate of Occupancy and Miscellaneous sections of the old code.





# City of Grand Island

Tuesday, March 16, 2004

Special Meeting

## Item G1

### **Discussion Concerning City's Proposed Comprehensive Development Plan and Zoning & Subdivision Regulations**

*This is an opportunity for Council to discuss issues brought up during the Public Hearings.*

Staff Contact: Chad Nabity



# City of Grand Island

Tuesday, March 16, 2004

Special Meeting

## Item G2

**#2004-57 - Approving Letter of Support for Essential Air Service to the Department of Transportation (DOT)**

Staff Contact: Gary Greer

## Council Agenda Memo

**From:** Gary D. Greer, City Administrator

**Meeting:** March 16th, 2004

**Subject:** Endorsement of Tri-County Initiative for Air Service

**Item #:** G-2

**Presenter(s):** Mayor Jay Vavricek

### Background

For the last few weeks, communities that are eligible for Essential Air Service (EAS) funding have been reviewing bids from airlines for the federal program. In the process of review, regional discussions have come about with the emphasis to band area Cities together to build a program that takes advantage of the influence of the entire region. It has been concluded that by working together, Central Nebraska can create better air service for the region as a whole.

In order to facilitate discussions along this line, an open meeting was held on Wednesday, March 10<sup>th</sup>, 2004. About 100 interested people, including many Council Members, attended and a "Tri-City Initiative" was brought out that accomplishes regional participation concerning Essential Air Service. Basically, Kearney will ask for their flights to go to Kansas City, with a stop in Grand Island. In turn, Grand Island will ask for their flights to go to Denver, with a stop in Kearney. This will allow regional fliers to travel to 2 hubs, which is of great advantage.

### Discussion

Mayor Vavricek has been a strong leader concerning the issue and has called for the open process and has demanded a regional approach to the issue. His efforts, along with the hard work of the Hall County Airport Authority and the Kearney Air Task Force have brought about the ground breaking solution that has been jointly developed. The Tri-City Initiative is a great step in regional cooperation and should lead to even more advancement in the future.

The Department of Transportation has asked the Mayor's of EAS communities to make their recommendation concerning the routes before March 18<sup>th</sup> in order for them to finalize the process of determining the final plan. A letter from the Department of Transportation is attached for review. The Mayor strongly wanted to include the City Council in the process; therefore, the item is on the agenda to allow for discussion and



possible support of his endorsement to the Department of Transportation. Attached are Resolutions 18-04 and 19-04 from the Hall County Airport Authority which ask for regional support and indicate their recommendation for EAS air service, along with the Mayor's letter of support. Their recommendation follows the Tri-City Initiative and opens the door for a recommendation to the Department of Transportation from all regional partners.

### **Alternatives**

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

1. Approve the resolution of support
2. Deny the resolution of support
3. Modify the resolution to meet the wishes of the Council
4. Table the issue

### **Recommendation**

City Administration recommends that the Council approve Resolution # 2004-57 which approves the Mayor's endorsement letter for Essential Air Service and the Tri-City Initiative for air service in Central Nebraska.

### **Sample Motion**

Move to approve Resolution # 2004-57 concerning communities endorsement of Essential Air Service program.



U.S. Department of  
Transportation

Office of the Secretary  
of Transportation



400 Seventh St. S.W.  
Washington, D.C. 20590

FEB 18 2004

The Honorable Ernest L. Dobesh  
Mayor of Grand Island  
Post Office Box 1968  
Grand Island, Nebraska 68802

Dear Mayor Dobesh:

I would like to update you on the essential air service situation at Grand Island and to give you an opportunity to submit any comments if you wish. As you know, by Order 2003-12-2, December 2, 2003, the Department solicited proposals from all interested air carriers to provide service at Grand Island, Kearney, McCook, Norfolk, North Platte, and Scottsbluff. In response to that order, we received an unprecedented 59 proposal options from six carriers—Corporate Airlines, Great Lakes Aviation, Mesa Air Group, Mesaba Aviation, Multi-Aero, and Westward Airways. While we would normally write up a brief summary of all of the proposals, that is not practical in this case given the number of options. Moreover, each carrier applicant was directed to serve its proposal(s) on you; in addition, copies of the proposals may be accessed online through the Department's Dockets Management System at: <http://dms.dot.gov/> by doing a simple search on Docket Number 13983.

My purpose in writing to you at this time is to request any final comments you might have on the carriers' service and subsidy proposals before we submit a recommendation on the carrier selection issue to the Assistant Secretary for Aviation and International Affairs.

Please note that the estimated average passenger fare shown in a carrier's proposal does not necessarily reflect the average local fare that passengers would actually pay, but rather reflects that portion of the total ticket price, *e.g.*, the Grand Island-Denver portion of a Grand Island-(Denver)-Washington fare, that would go to the essential air service carrier. Also, the fare shown is net of certain charges such as Federal excise or ticket taxes and Passenger Facility Charges. Of course, carriers have the discretion to charge fares they deem appropriate, and the passenger fares presented in their proposals have been developed for subsidy rate computation purposes only. Based on the cost elements incorporated in the carriers' computation summaries, the carriers would have to realize passenger fares comparable to the averages shown in their proposals in order to achieve break-even or profitable operations without subsidy.

Please note also that the schedules that the carriers have submitted are illustrative, and that carriers may make schedule changes to reflect changing conditions, *e.g.*, to better meet shifting connecting bank times at the hub. The Department expects subsidized air carriers to maintain well-timed and well-spaced flights in order to ensure full

compensation. I would point out that some proposal options offer extra service, especially on weekends, beyond the level of two or three round trips on weekdays and weekends solicited by the Department. The Department may not require that this extra service be provided, and it may not pay for this extra service.

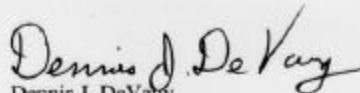
As a final point, please note that Multi-Aero and Westward Airways currently do not hold effective operating authority from the Department.

We request that you review this information as expeditiously as possible and submit any comments you may have on the carrier selection as soon as possible, but in any case no later than March 18, 2004. We will carefully consider your comments before we submit a recommendation to the Assistant Secretary for a decision. We appreciate that there are significant issues for you to consider, so if you have any questions, or if you find that you need additional time to draft your comments, please let us know.

Please send an original and five copies of your comments to me at the following address: Essential Air Service Division, X-53; Room 6401; Office of Aviation Analysis; Department of Transportation; 400 Seventh Street, S.W.; Washington, D.C. 20590. We would appreciate it if you would send an advance copy of your comments by fax to (202) 366-7638, or by email to me, [dennis.devany@ost.dot.gov](mailto:dennis.devany@ost.dot.gov) or to [luther.dietrich@ost.dot.gov](mailto:luther.dietrich@ost.dot.gov). You should also send copies to the air carriers that have submitted proposals to serve your community at the addresses on the attached service list. Again, if you have any questions, please feel free to contact Luther Dietrich of my staff at 202-366-1046.

Identical or similar letters have been sent to each party on the service list.

Sincerely,

  
Dennis J. DeVary  
Chief, Essential Air Service Division, X-53  
Office of Aviation Analysis

Enclosure

**Hall County Airport Authority**

March 12, 2004

**Resolution 18-04**

**Essential Air Service (EAS) Agreement**


**AUTHORITY ACTION TAKEN:** Resolved that the Hall County Airport Authority makes the following recommendations to the Department of Transportation (DOT) for air service for the Central Nebraska Regional Airport under the Essential Air Service (EAS) program listed in order of preference:

1. **Great Lakes Aviation, LTD.,**  
EAS proposal Number 10  
Grand Island / Kearney / Denver / Kansas City  
3 round trips daily  
Beech 1900
  
2. **Great Lakes Aviation, LTD.,**  
EAS proposal Number 4  
Grand Island / Denver  
3 non-stop round trips daily  
Brasilia

Chairman:

  
\_\_\_\_\_  
Harold Rosenkotter

Executive Director:

  
\_\_\_\_\_  
William G. Stovall

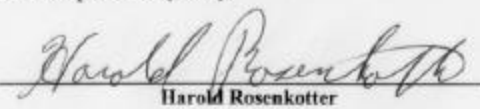
**Hall County Airport Authority**

March 12, 2004

**Resolution 19-04**

**Invitation For Community Support**

**AUTHORITY ACTION TAKEN:** Resolved that the Hall County Airport Authority invites the Hall County Board of Supervisors, City of Grand Island, City of Hastings, City of Kearney, Economic Development Corporations, Grand Island Area Chamber of Commerce, Air Service Task Force, other local towns, villages, communities and counties to join with the Authority in sending a joint letter of recommendation to the Department of Transportation (DOT).

Chairman:   
Harold Rosenkotter

Executive Director:   
William G. Stovall



*Working Together for a  
Better Tomorrow. Today.*

March 16, 2004

**Dennis J. DeVany**  
U.S. Department of Transportation  
400 Seventh St., S.W.  
Washington, C.D. 20590

RE: Essential Air Service

Dear Mr. DeVany:

On behalf of the City of Grand Island, it is our pleasure to submit this Letter of Support for Essential Air Service to provide eastbound air service from Kearney, Nebraska to Kansas City, Missouri, with one stop in Grand Island, and to provide westbound air service from Grand Island, Nebraska to Denver, Colorado, with one stop in Kearney, Nebraska.

The Central Nebraska Regional Airport and the Kearney Municipal Airport have joined forces to develop a Tri-City Initiative to bring affordable and convenient options for air travel to serve more passengers in central Nebraska.

We pledge our full support, endorsement, and cooperation with the Tri-City Initiative to improve the service options available to central Nebraska through the Essential Air Service.

Sincerely yours,

**CITY OF GRAND ISLAND, NEBRASKA**

Jay Vavricek, Mayor

RESOLUTION 2004-57

WHEREAS, the Central Nebraska Regional Airport has been working diligently to improve the air service options available to central Nebraskans and to increase the number of enplanements from the local airport; and

WHEREAS, the Department of Transportation is presently accepting recommendations until March 18, 2004, to award a two-year contract for Essential Air Service; and

WHEREAS, such contract could provide up to \$1 million in improvement funds contingent on the number of enplanements; and

WHEREAS, the Central Nebraska Regional Airport and the Kearney Municipal Airport have joined forces to develop a Tri-City Initiative to bring both eastbound and westbound air service to the central Nebraska region; and

WHEREAS, on March 12, 2004, the Hall County Airport Authority approved a resolution authorizing the Tri-City Initiative to submit a recommendation to the Department of Transportation to provide eastbound air service from Kearney, Nebraska to Kansas City, Missouri, with one stop in Grand Island, and to provide westbound air service from Grand Island, Nebraska to Denver, Colorado, with one stop in Kearney, Nebraska; and

WHEREAS, the recommendation by the Tri-City Initiative would serve more passengers in central Nebraska, and would be the best use of federal Essential Air Service subsidies; and

WHEREAS, the City of Grand Island supports the cooperative efforts of the Tri-City Initiative in efforts to increase affordable, convenient options for air travel for central Nebraska; and

WHEREAS, increased air traffic to serve central Nebraska would be a valuable asset to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor and City Council of the City of Grand Island hereby pledge their full support, endorsement, and cooperation with the Tri-City Initiative in their efforts in submitting a recommendation to the Department of Transportation seeking Essential Air Service improvement funding to provide eastbound air service from Kearney, Nebraska to Kansas City, Missouri, with one stop in Grand Island, and to provide westbound air service from Grand Island, Nebraska to Denver, Colorado, with one stop in Kearney, Nebraska.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to send a letter to the Department of Transportation expressing support for such project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 16, 2004.

Approved as to Form	☐ _____
March 12, 2004	☐ City Attorney

---

RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, March 16, 2004

Special Meeting

## Item G3

**#2004-46 - Approving Agreement with Grand Island Skeet and Sporting Clays Club**

Staff Contact: Steve Paustian

# Council Agenda Memo

**From:** Steve Paustian, Park and Recreation Director

**Meeting:** March 16, 2004

**Subject:** Agreement for loan to Grand Island Skeet and Sporting Clays Club

**Item #'s:** G-3

**Presenter(s):** Steve Paustian

## Background

For over twenty five years the Grand Island Skeet and Sporting Clays Club has operated a City owned shooting facility. With the need to relocate the Club from the City well field it was determined that the Clubs new home would be on land the City purchased at the former CAAP site. Since October of last year this relocation has been taking place. To date, most of the relocation activities have been completed.

## Discussion

The Club has invested over \$100,000.00 of Club funds to assist in the cost of this relocation. The Club is committed to provide another \$100,000.00 of funding for the project as well. This additional funding will be provided primarily from funds received from several local trusts. Because the receipt of these funds will happen over several years the club has asked for a loan of \$100,000.00 from the City to complete their portion of the project. The loan will be paid back as grant funds are received. It is anticipated that all fund will be paid back within five years. All funds will be spent on construction items with all of the improvements being owned by the City of Grand Island.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council enter into an agreement with the Grand Island Skeet and Sporting Clays Club to provide for the loan.

## **Sample Motion**

Approve the agreement with the Grand Island Skeet and Sporting Clays Club.

## **AGREEMENT**

On the terms and subject to the conditions of this Agreement, the GRAND ISLAND SKEET & SPORTING CLAYS CLUB, INC. of Grand Island, Nebraska, shall have permission to use facilities to be constructed on city property for skeet, trap and sporting clay range facilities, said facilities to be owned by the City of Grand Island, Nebraska.

It is agreed by and between the parties, that the City of Grand Island, shall contribute funding for the construction and development of the facilities and that the Grand Island Skeet & Sporting Clays Club, Inc. shall also contribute funding to assist in the construction of the facilities. The Grand Island Skeet & Sporting Clays Club, Inc., shall contribute over \$200,000.00 toward the development of the facilities. The City of Grand Island, to assist the Grand Island Skeet & Sporting Clays Club, Inc. in obtaining funding from various sources, including funding from local foundations, shall loan to the Grand Island Skeet & Sporting Clays Club, Inc. the amount of \$100,000.00, which shall be repayable to the City of Grand Island over a period of five years. Said loan shall not bear interest.

The Grand Island Skeet & Sporting Clays Club, Inc., in receipt of the loan funds from the City of Grand Island shall use all of the funds for the improvement of the facilities, and all improvements made by the Grand Island Skeet & Sporting Clays Club, Inc., once completed, shall belong to and become the property of the City of Grand Island.

All funds received by the Grand Island Skeet & Sporting Clays Club, Inc. from the City of Grand Island shall be expended within the first twelve months after receipt or any unexpended funds shall be returned to the City of Grand Island, constituting a repayment towards the \$100,000.00.

Itemized receipts and accountings shall be made between the Grand Island Skeet & Sporting Clays Club, Inc., and the Parks & Recreation Director and the Finance Director of the City of Grand Island to coordinate that the funds are being properly spent for the development of the skeet, trap and sporting clay range facilities.

In consideration of the Grand Island Skeet & Sporting Clays Club, Inc. making said expenditures and obligating itself to repay the \$100,000.00 to the City of Grand Island, it is further anticipated that the City of Grand Island shall expend funds of at least \$100,000.00 over the next five years towards development of said facilities.

The Grand Island Skeet & Sporting Clays Club, Inc. shall make no claim of ownership to any of the facilities located on city property.

The Grand Island Skeet & Sporting Clays Club, Inc. agrees to repay the \$100,000.00 and reimburse to the city for its right to use the facilities, the amount of \$25,000.00, which is due and payable on the last day of the second year after the execution of this agreement, \$25,000.00 due and payable on the last day of the third year after the execution of this agreement, \$25,000.00 due and payable on the last day of the end of the fourth year after the execution of the agreement,

and \$25,000.00 due and payable on the last day of the fifth year after the execution of the agreement.

Any loss or damage to the facilities during the construction of the facilities, which is being paid for and supervised by the Grand Island Skeet & Sporting Clays Club, Inc., shall be at the sole risk of the Grand Island Skeet & Sporting Clays Club, Inc..

The Grand Island Skeet & Sporting Clays Club, Inc., during the period of time covered by this agreement, shall provide to the City of Grand Island proof of having insurance in place which insures the facilities against fire, theft, damage or destruction and against such other risks in such amounts as the city may reasonably require. The Grand Island Skeet & Sporting Clays Club, Inc. shall also have in force at all times a public liability insurance policy which shall be paid for out of its funds at its own cost and expense, giving protection to the extent of a minimum of \$500,000.00 in the event of death or injury to any one individual, and \$1,000,000.00 in the event of injury or death to more than one individual, if such death or injury arises in connection with the program or event or use of the facilities by the Grand Island Skeet & Sporting Clays Club, Inc.. Any such insurance shall include as an additional insured the City of Grand Island. Such insurance shall be placed with an insurance company approved by the City of Grand Island and shall provide that the insurance company will give the City of Grand Island thirty (30) days written notice before the policy may be altered or canceled. The Grand Island Skeet & Sporting Clays Club, Inc. shall deliver a proof of insurance policy or certificate of insurance to the City of Grand Island prior to commencing any work or construction at the facility. The Grand Island Skeet & Sporting Clays Club, Inc. shall indemnify, defend and hold the City of Grand Island harmless from and against any and all loss, damage, cost or expense to the facilities or for any other liability not compensated for by insurance.

This agreement or any rights hereunder may not be assigned or otherwise transferred by the Grand Island Skeet & Sporting Clays Club, Inc. and shall not inure to the benefit of any other party without prior written consent of the City of Grand Island.

This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

At any time, after the execution of this agreement, if the Grand Island Skeet & Sporting Clays Club, Inc. shall no longer make use of the facilities nor wish to continue in cooperation of the development of the facilities with the City of Grand Island, any unpaid amount of the initial \$100,000.00, shall become due and payable in full at that time. Said amount that shall be due and payable, is to become due without further written notice or demand to be made by the City of Grand Island to the Grand Island Skeet & Sporting Clays Club, Inc.. The Grand Island Skeet & Sporting Clays Club, Inc. hereby waives its right to any notice or demand for repayment of any proceeds provided by the City of Grand Island.

All work that is to be paid for with funds provided by the City of Grand Island, shall not commence, without notice and approval provided by the Parks & Recreation Director of the City of Grand Island. The Grand Island Skeet & Sporting Clays Club, Inc., shall pay for and be

required to obtain all necessary permits and approvals necessary for the construction of any improvements made by it.

No delay by the City of Grand Island in exercising any of its rights or powers arising from any default by the Grand Island Skeet & Sporting Clays Club, Inc. shall impair the right or power or prevent its exercise during the continuance of the default. No waiver by the City of Grand Island of any default, whether full or partial, shall extend to any subsequent default, except as may otherwise be provided in this agreement. No remedy is intended to be exclusive of any other remedy, but each shall be cumulative in addition to any other remedy given or otherwise existing nor shall the giving, taking or enforcement of any other additional security, collateral or guarantee for the payment of the indebtedness operate to waive or affect any rights, powers or remedies under this agreement; nor shall the City of Grand Island be required to first look to, enforce or exhaust other or additional security, collateral or guarantees. All rights, powers or remedies may be enforced independently or concurrently in law or in equity.

No act shall constitute the City of Grand Island as an agent for the Grand Island Skeet & Sporting Clays Club, Inc. or constitute the Grand Island Skeet & Sporting Clays Club, Inc. as an agent for the City of Grand Island. The City of Grand Island is acting solely for its protection and neither the Grand Island Skeet & Sporting Clays Club, Inc. nor anyone else shall any right to rely upon the City of Grand Island or on any of the city's procedures for Grand Island Skeet & Sporting Clays Club, Inc.'s protection or otherwise.

The City of Grand Island shall have the right to inspect the construction at reasonable times. Inspections will be solely for the city's benefit. The Grand Island Skeet & Sporting Clays Club, Inc. shall select its contractors, sub-contractors and material men and the city shall neither have nor assume any responsibility for them or the quality of their materials or work.

The Grand Island Skeet & Sporting Clays Club, Inc. shall keep accurate records of the construction and maintain the records to clearly set out the cost of construction. The Grand Island Skeet & Sporting Clays Club, Inc. shall make all books and records available to the city at designated times for examination and audit.

The Grand Island Skeet & Sporting Clays Club, Inc. shall comply with and have the improvements constructed in accordance with all applicable federal, state, county and city laws, ordinances, building codes and regulations.

The Grand Island Skeet & Sporting Clays Club, Inc. shall agree to indemnify the City of Grand Island from all loss, damage and expense, including court costs and attorneys fees from all actions brought against the City of Grand Island connected with alleged defects in any structure or other improvement constructed on the real estate due to, without limitation, faulty materials, faulty workmanship or defective design.

All notices shall be in writing and deemed to have been sufficiently given when presented personally or sent by regular first class mail to the City of Grand Island at 100 East First Street, P.O. Box 1968, Grand Island, Nebraska, 68802 and to the Grand Island Skeet & Sporting Clays Club, Inc. at P.O. Box 1117, Grand Island, Nebraska.

**GRAND ISLAND SKEET & SPORTING CLAYS CLUB, INC.,**

By: \_\_\_\_\_  
L. Kent Coen, President

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

**CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,**

By: \_\_\_\_\_  
Jay Vavricek, Mayor

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

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

The contract is in due form according to law and hereby approved.

By: \_\_\_\_\_  
Douglas R. Walker, City Attorney

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

RESOLUTION 2004-46

WHEREAS, the Grand Island Skeet and Sporting Clays Club (Skeet Club) has operated a city-owned shooting facility for over twenty five years; and

WHEREAS, due to the South Locust Street improvements, the Skeet Club has been relocated to an undeveloped tract of city-owned land at the former Cornhusker Army Ammunition Plant site; and

WHEREAS, although substantial improvements to the property have been made by the Skeet Club, another \$100,000 in improvements is anticipated; and

WHEREAS, in order to expedite the improvements to get the facility operational, the Skeet Club has requested a five-year loan in the amount of \$100,000 from the City of Grand Island which will be repaid upon the receipt of expected funding from local trusts and other sources; and

WHEREAS, the City will own all improvements made with the loaned funds; and

WHEREAS, an agreement to provide the Skeet Club with the \$100,000 loan funding has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to provide a loan for up to \$100,000 in funding to the Grand Island Skeet and Sporting Clays Club to make improvements to the city-owned shooting facility.

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, March 16, 2004.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 11, 2004	☐ City Attorney