

# Tuesday, May 24, 2005 Council Session 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

**Invocation - Pastor George Oxford, First Church of the Nazarene, 1022 West 6th Street** 

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.



## Tuesday, May 24, 2005 Council Session

## Item C1

## Proclamation "Older American Month" May, 2005

Older Americans deserve the respect of each one of us in that they teach us courage, sacrifice, and love. Millions of Americans are now living longer, more productive lives, and are giving of their time and talents in many ways. The Mayor has proclaimed the month of May, 2005 as "Older Americans Month" and encourages citizens to honor their elders, to care for those in need, and to publicly reaffirm our City's commitment to older Americans this month and throughout the year. See attached PROCLAMATION.

**Staff Contact: Mayor Vavricek** 





#### THE OFFICE OF THE MAYOR

City of Grand Island State of Nebraska

## **PROCLAMATION**

WHEREAS, older Americans teach us the timeless lessons of courage,

sacrifice, and love. By sharing their wisdom and experience,

they serve as role models for future generations; and

WHEREAS, our seniors deserve our greatest respect, their example show us

how to persevere in the face of hardship, care for others in need,

and take pride in our communities; and

WHEREAS, their patriotism, service, and leadership inspire Americans and

shape the character and future of our country, and

WHEREAS, millions of Americans are now living longer, more productive

lives, and many are choosing to stay active in the workforce. Senior citizens are also giving their time and talents by

volunteering in many ways; and

WHEREAS, this year marks the 40<sup>th</sup> anniversary of the Older Americans Act

of 1965, which was created to improve the welfare of our seniors. By treating older Americans with the dignity and respect they deserve, we honor their legacy and contributions to our City. Their guidance and love enrich our country and make

America a better place for all.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of May, 2005 as

#### "Older Americans Month"

in the City of Grand Island, and encourage all citizens to honor their elders, to care for those in need, and to publicly reaffirm our commitment to older Americans this month and throughout the year.









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

	Jay Vavricek, Mayor		
Attest:			
	RaNae Edwards, City Clerk		







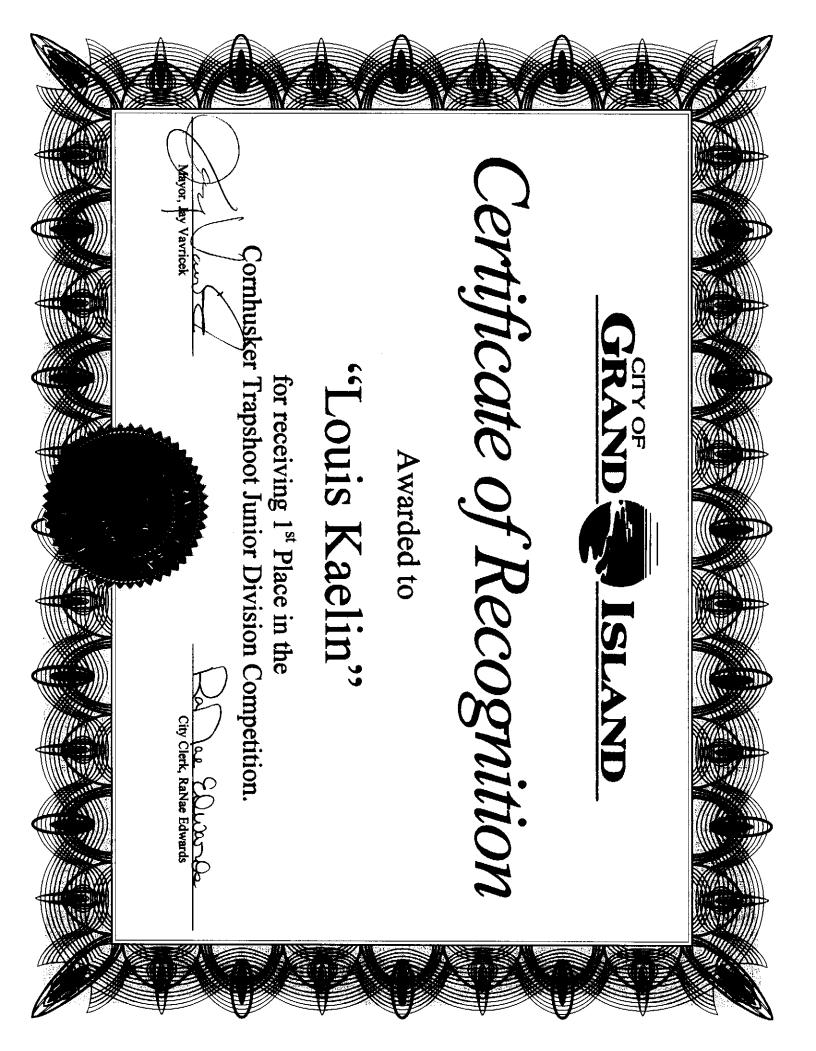
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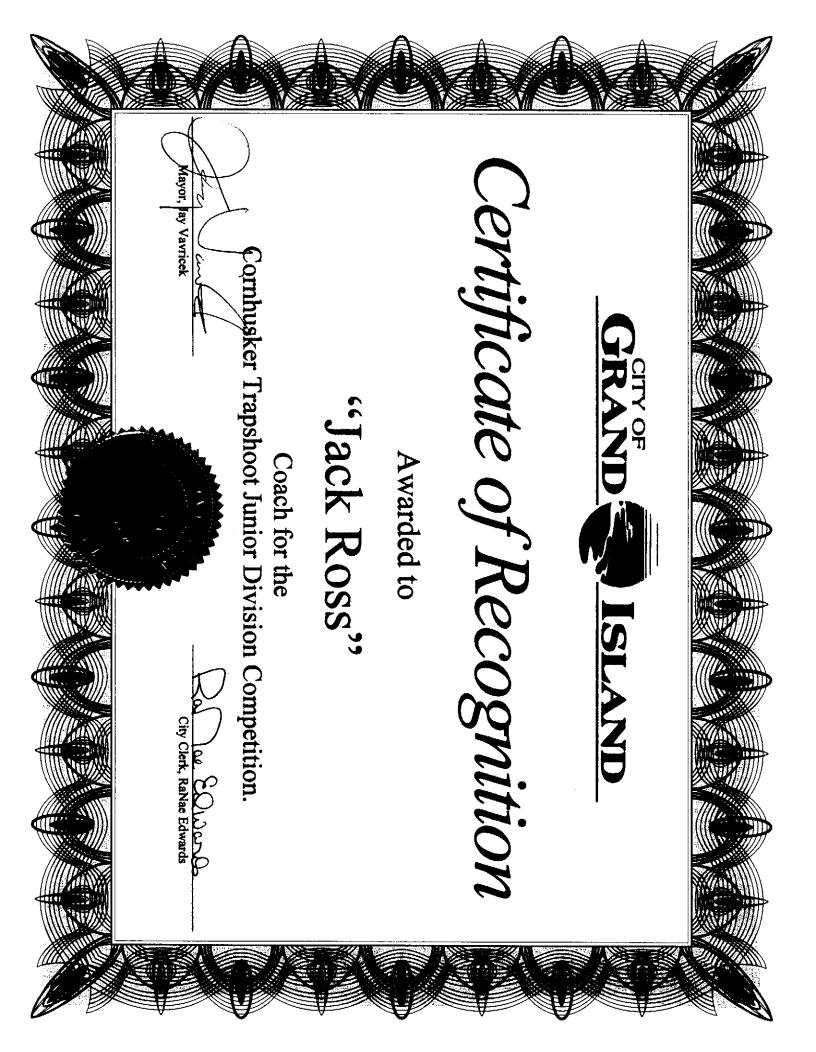
## Item C2

## Recognition of Louis Kaelin and Coach Jack Ross for Outstanding Performance at the Cornhusker Trapshoot

The Mayor and City Council would like to congratulate and recognize Louis Kaelin and his Coach Jack Ross. Louis received 1st Place in the Cornhusker Trapshoot Junior Division Competition held in Doniphan. Louis competed against 455 7th and 8th grade students throughout Nebraska and broke 99 of 100 16-yard single targets to post the highest score. This is the biggest youth shoot in the world with a total of 1,536 students from 7th to 12th grades. We would like to thank Jack Ross for his dedication and knowledge in teaching our youth the proper shooting techniques.

**Staff Contact: Mayor Vavricek** 







Tuesday, May 24, 2005 Council Session

## Item C3

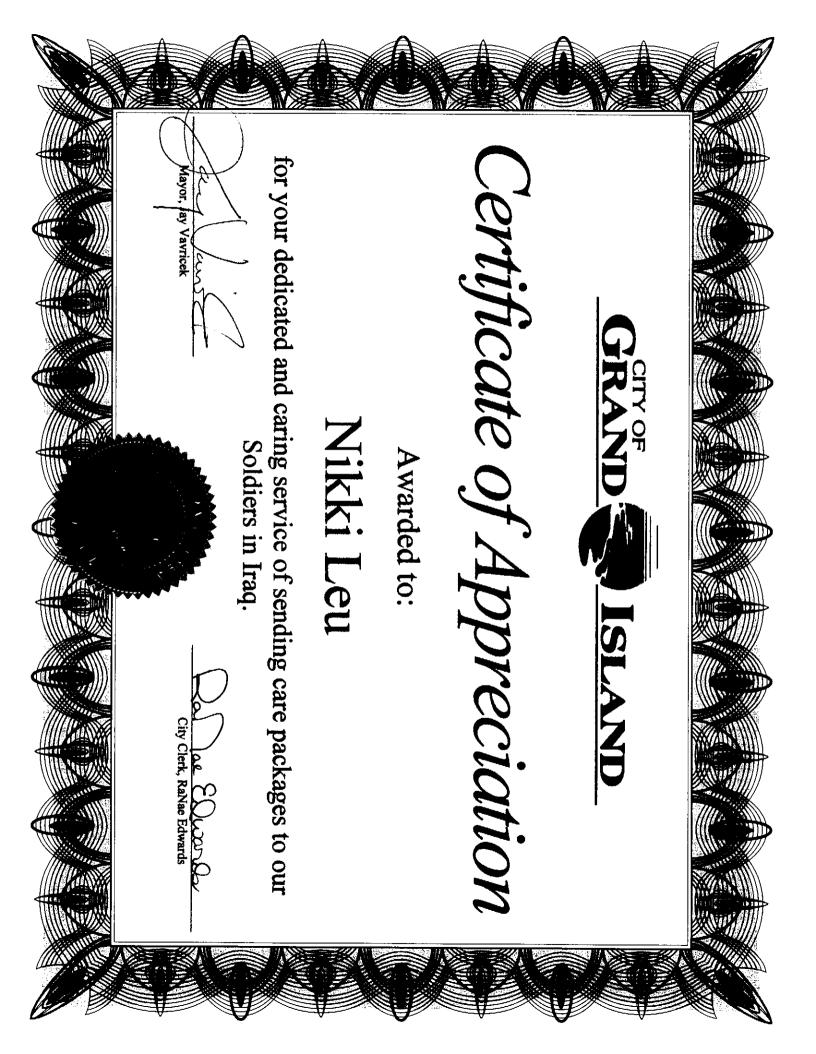
## Recognition of Lori Farrell, Pat Johnson, and Nikki Leu for Efforts of Sending Care Packages to Soldiers in Iraq

The Mayor and City Council would like to salute the deli workers from Five Points Skagway for their diligent efforts of sending care packages to soldiers in Iraq. Lori Farrell, Pat Johnson, and Nikki Leu have been sending care packages to soldiers in Iraq once a month for over a year. We congratulate these three women and other employees from Skagway Five Points for their dedicated service to our soldiers serving in Iraq.

**Staff Contact: Mayor Vavricek** 









Tuesday, May 24, 2005 Council Session

## Item E1

Public Hearing on Request of Orozco's Corporation dba El Diamante Night Club, 1600 South Eddy Street for Class "C" Liquor License

**Staff Contact: RaNae Edwards** 

From: RaNae Edwards, City Clerk

**Meeting:** May 24, 2005

**Subject:** Public Hearing on Request of Orozco's Corporation dba

El Diamante Night Club, 1600 South Eddy Street for a

Class "C" Liquor License

**Item #'s:** E-1 & G-4

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

## **Background**

Orozco's Corporation dba El Diamante Night Club, 1600 South Eddy 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.

## **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 Building, Fire, Health, and Police Departments. Approval is recommended.

## **Alternatives**

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

- 1. Approve the request.
- 2. Forward to the Nebraska Liquor Control Commission with no recommendation.
- 3. Take no action on the issue.

## Recommendation

City Administration recommends that the Council approve this request contingent upon final inspections.

## **Sample Motion**

Move to approve the request of Orozco's Corporation dba El Diamante Night Club, 1600 South Eddy Street for a Class "C" Liquor License.



Tuesday, May 24, 2005 Council Session

## Item E2

**Public Hearing Concerning Acquisition of Utility Easement - North Side of Platte River, Northeast of Hwy. 281 - Kuehner** 

Staff Contact: Gary R. Mader

From: Robert H. Smith, Asst. Utilities Director

**Meeting:** May 24, 2005

**Subject:** Acquisition of Utility Easement – North side of Platte

River – Northeast of Hwy. 281 - Kuehner

**Item #'s:** E-2 & G-6

**Presente** r(s): Gary R. Mader, 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 Carolyn E. Kuehner, located on the north side of the Platte River, northeast of U.S. Hwy. 281, located in Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. An existing single phase line now occupies the area of the easement. Researching City and County records did not uncover a filed document concerning the property.

### **Discussion**

This easement will be used to upgrade the single phase line to a three phase line and to complete the legal documents for the line to remain in place. The three phase line will serve a new irrigation well on Kuehner Farm property.

## **Alternatives**

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

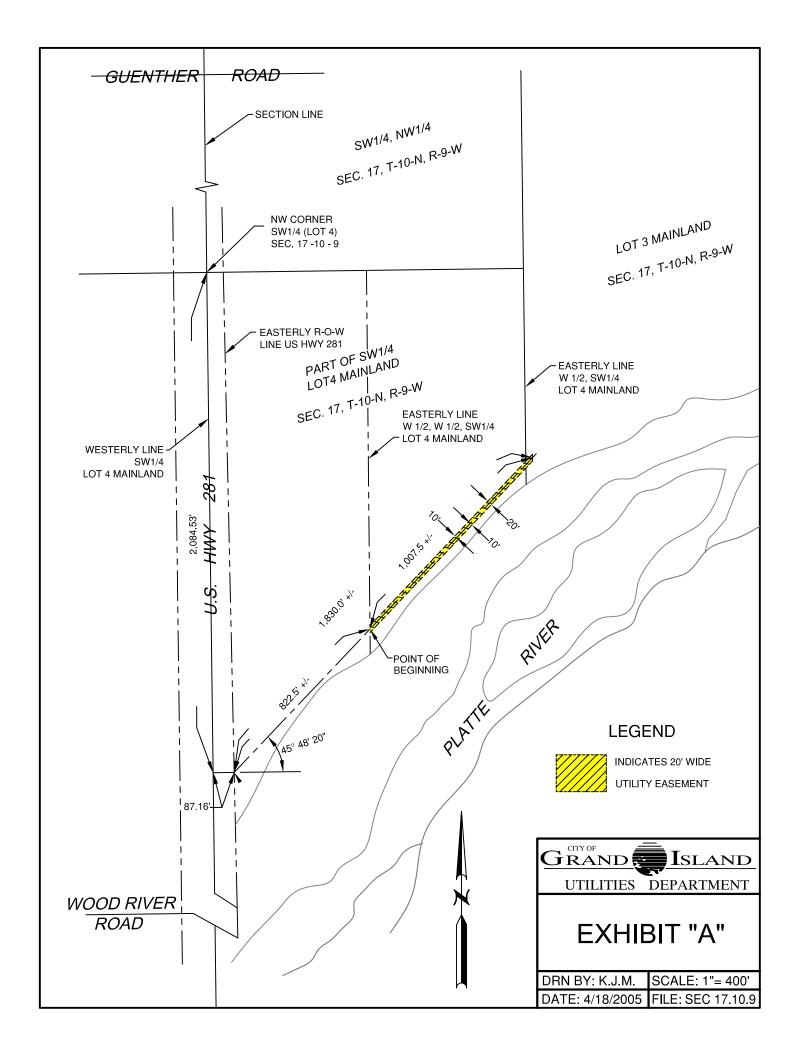
- 1. Make a motion to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

## Recommendation

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

## Sample Motion

Motion to approve acquisition of the Utility Easement.





Tuesday, May 24, 2005 Council Session

## Item E3

Public Hearing Concerning Acquisition of Utility Easement -Southwest Corner of 2nd and Greenwich - JBWS Property Group LLC

**Staff Contact: Gary R. Mader** 

From: Robert H. Smith, Asst. Utilities Director

**Meeting:** May 24, 2005

**Subject:** Acquisition of Utility Easement – Intersection of 2<sup>nd</sup> &

Greenwich – JBWS Property Group, LLC

**Item #'s:** E-3 & G-7

**Presente** r(s): Gary R. Mader, 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 JBWS Property Group, LLC, located at the southwest corner of the new Taco John's location at the intersection of 2<sup>nd</sup> and Greenwich Street, in the City Of Grand Island, 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 add underground cable and a pad-mounted transformer to provide electricity to the new business.

### **Alternatives**

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

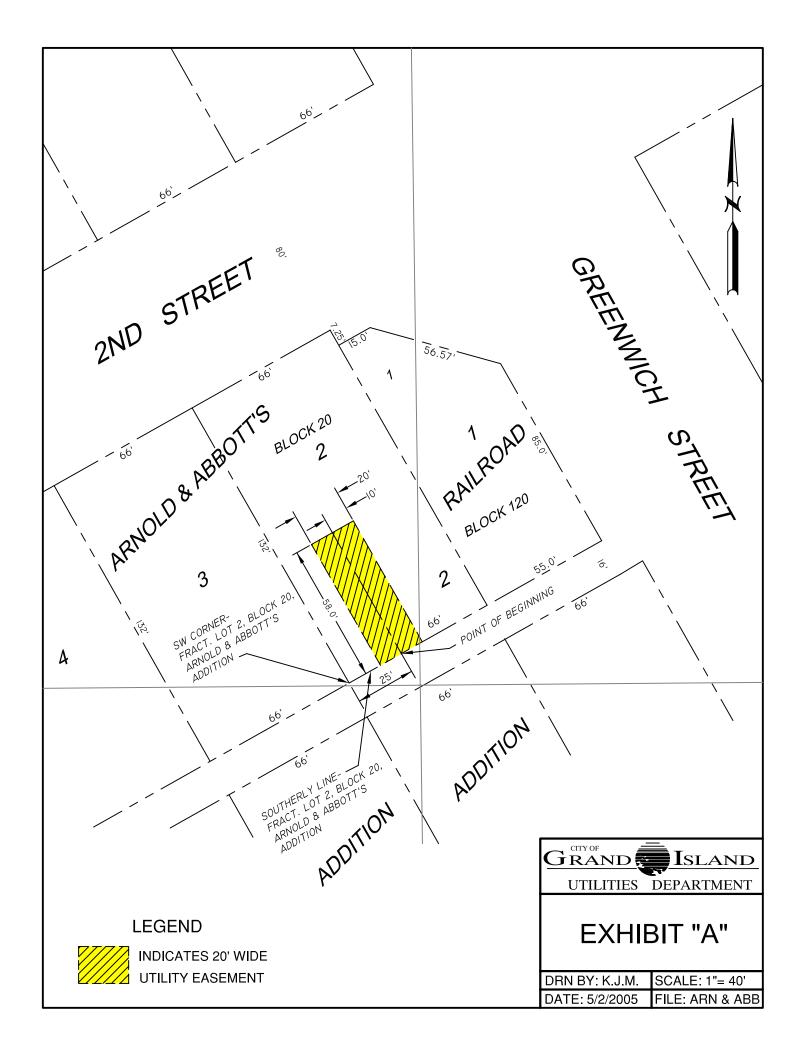
- 1. Make a motion to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

## Recommendation

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

## **Sample Motion**

Motion to approve acquisition of the Utility Easement.





Tuesday, May 24, 2005 Council Session

## Item E4

Public Hearing on Acquisition of Property Located at 1221 West 3rd Street. (Grand Island Library Foundation, Inc. Previously Owned by Richard L. and Joyce L. Killham)

**Staff Contact: Doug Walker** 

From: Douglas R. Walker, City Attorney

**Meeting:** May 24, 2005

**Subject:** Public Hearing on Acquisition of Real Estate Located at

1221 West Third Street, Grand Island, Nebraska. (Grand Island Library Foundation, Inc., previously owned by

Richard L. Killham and Joyce L. Killham

**Item #'s:** E-4 & G-9

**Presenter(s):** Douglas R. Walker, City Attorney

## **Background**

Nebraska State Statutes require that the acquisition of property must be approved by the City Council. The public hearing for the acquisition of this property is being done to meet the requirements of Neb. Rev. Stat., §18-1755 and Neb. Rev. Stat., §25-2505. Subsequent to the public hearing, Item G-22 will be for approval for acquisition of this property.

## **Discussion**

The Grand Island Library Foundation has acquired this property in the block west of the city library for use in expanding the Edith Abbott Memorial Library. At several prior meetings of the City Council, including the meeting on October 19, 2004, presentations were made by the Library Board regarding plans for expanding the city library to the west of the current facility. This expansion will necessitate the acquisition of property in the block west of the current library building to accommodate the expansion and to provide parking for the enlarged facility. The Foundation has committed to purchase most of the property in the block west of the library to help facilitate the expansion. The property which is the subject of this public hearing is on the northwest corner of that block. The Library Foundation has acquired this property and is donating it to the City of Grand Island. With the acceptance of this property, the City of Grand Island will own all of the real estate in the block west of the Edith Abbott Memorial Library.

#### **Alternatives**

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

- 1. Pass a resolution approving the acquisition of this real estate.
- 2. Do not pass a resolution approving the acquisition of the real estate.
- 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 real estate as set forth above.

## **Sample Motion**

Motion to approve the acquisition of the real estate located at 1221 West Third Street and described as Fractional Lot Four (4), in Fractional Block Sixteen (16), in Arnold & Abbott's Addition and complimentary thereto, Fractional Lot four in Fractional Block Two (2), Spaulding & Gregg's Addition to the City of Grand Island, Hall County, Nebraska.

# Library Foundation

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Tuesday, May 24, 2005 Council Session

## Item E5

Public Hearing Concerning Amendment to the Grand Island Zoning Map for Property So. of Seedling Mile Rd between Wainwright St. and West of Shady Bend Rd from TA-Transitional Agriculture to LLR-Large Lot Residential and Property being Platted as Northview

**Staff Contact: Chad Nabity** 

**From:** Regional Planning Commission

**Meeting:** May 24, 2005

**Subject:** Amendments to Grand Island Zoning Map

**Item #'s:** E-5 & F-1

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

## **Background**

The City of Grand Island adopted a new zoning map in July 2004. The changes proposed amend the zoning on property south of Seedling Mile Road between Wainwright Street and just west of Shady Bend Road all within the City Limits of Grand Island from TA-Transitional Agriculture to LLR-Large Lot Residential and to amend the zoning on property being platted as Northview Subdivision, west of North Road and south of Highway 2 in Grand Island so that the zoning is consistent with the lot layout as proposed.

## **Discussion**

Properties in southeast Grand Island, south of Seedling Mile Road, should have been changed to LLR-Large Lot Residential with the new zoning map. This was inadvertently left TA-Transitional Agriculture. This change will correct that error.

The zoning changes to the property being platted as Northview Subdivision will shift the zoning boundaries so that they are consistent with the lot lines.

## **Alternatives**

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

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

## **Recommendation**

A motion was made by Haskins 2<sup>nd</sup> by Amick to approve and recommend that the City of Grand Island approve these changes and corrections to the Grand Island Zoning Map and as presented.

A roll call vote was taken and the motion passed with 11 members present (Amick, Haskins, O'Neill, Brown, Niemann, Miller, Ruge, Hayes, Reynolds, Monter, Eriksen) voting in favor.

## **Sample Motion**

Approve the changes to the Grand Island Zoning Map as presented.

#### Agenda Item # 6

## PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION: April 25, 2005

**SUBJECT:** Concerning changes to the Grand Island Zoning Map to correct an error in the map as it was adopted in July of 2004 and to change the zoning districts for the area being platted as Northview Subdivision south of Highway 2 and west of North Road in Grand Island to conform to the proposed lot layout. Staff is recommending the correction and the Regional Planning Commission has asked that the zoning match the proposed lot layout for Northview. (C-24-2005-GI)

#### PROPOSAL:

#### **Seedling Mile and Wainwright Area**

An error was made in official Grand Island Zoning Map as it was adopted in July of 2004. Properties located in the Grand Island City Limits south of Seedling Mile Road and east of Wainwright Street including: Sass Subdivision Lots 1-6, 13-16 and 18-24; Sass 2<sup>nd</sup> Subdivision Lots 1-12 and 18-36; Dalhke Subdivision Lots 1-3; Terjak Subdivision Lots 1 and 2; and Garden 2<sup>nd</sup> Subdivison Lots 1 and 2 were shown as zoned TA-Transitional Agriculture. The TA district as it was adopted in July of 2004 is reserved for properties located outside of the Grand Island City Limits. These properties should have been changed to LLR-Large Lot Residential to be consistent with other changes that were made to the Grand Island Zoning Map. Staff recommends that this change be made. A map of the affected properties is included with this report.

#### **Northview Subdivision Area**

This property is currently zoned B2-General Business, RO-Residential Office and R1-Suburban Residential. The majority of the property is currently zoned for office and business uses. The propose layout for this property shows a majority of single family residential lots, some townhouse lots and a few office and commercial lots. The proprosed changes would create substantially smaller B2 and RO zoned areas along Highway 2, a moderate sized R2-Low Density Residential area adjacent to North Road and a much larger R1 area for the remainder of the property. These changes will alter the existing zoning boundaries so that they conform to the proposed lot layout.

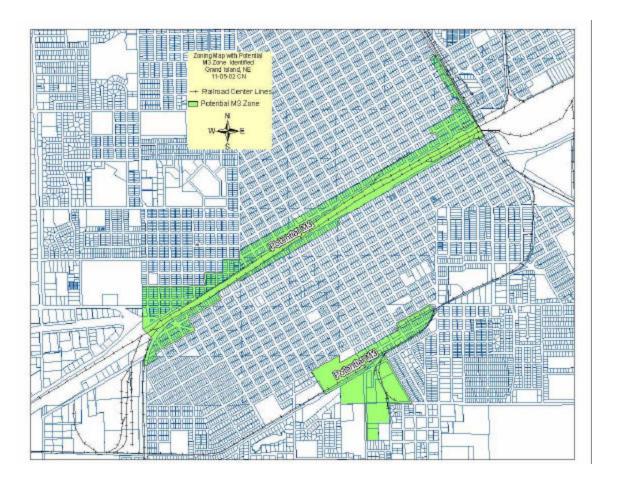
The original zoning on this property was approved based on the recommendation of JEO Consulting and the 2004 Comprehensive Plan without knowing what the actual layout of the development would look like. These changes are consistent with the Comprehensive Plan and conform to the layout as presented by the developers.

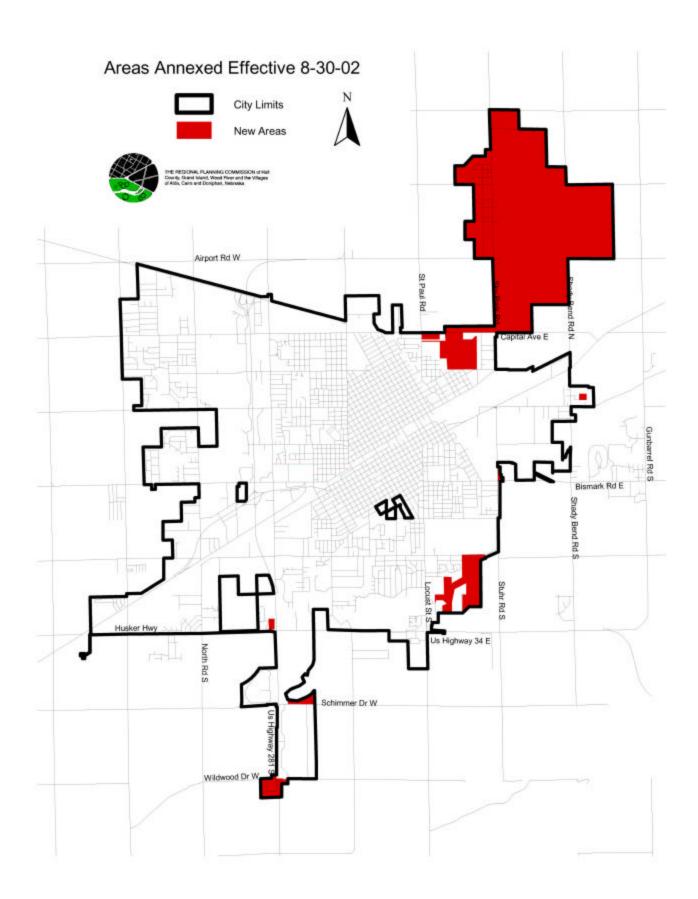
BACK	ROU	ND:
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Staff is recommending the correction and the Regional Planning Commission has asked that the zoning match the proposed lot layout for Northview.

#### **RECOMMENDATION:**

That the Regional Planning Commission recommend that the City Council of Grand Island adopt thes proposed changes to the official Zoning Map for the City of Grand Island as presented.
Chad Nabity AICP, Planning Director







Tuesday, May 24, 2005 Council Session

## Item E6

Public Hearing Concerning Amendments to Chapter 36 of the Grand Island City Code Relative to Zoning within the 2 Mile Extra-Territorial Jurisdiction

**Staff Contact: Chad Nabity** 

**From:** Regional Planning Commission

**Meeting:** May 24, 2005

**Subject:** Amendments to Chapter 36 Zoning Regulations

**Item #'s:** E-6 & F-2

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

## **Background**

The City of Grand Island adopted new zoning regulations in July 2004. The changes proposed here are intended to correct omissions and typographical errors in those regulations. One new definition and changes to the parking requirements are included. Most of the changes to the parking requirements bring the new parking regulations in line with the previous regulations.

## **Discussion**

City administration and staff will continue to find changes that need to be made within the regulations. These will likely come forward every 6 months or so as we collect enough changes to make it worth while to bring forward. If a glaring omission is found or a change needs to be made immediately we would forward that to the Planning Commission and council as soon as possible.

## **Alternatives**

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

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

### **Recommendation**

A motion was made by Ruge 2<sup>nd</sup> by Miller to approve and recommend that the City of Grand Island **approve** these changes and corrections to the Grand Island Zoning Map and as presented.

A roll call vote was taken and the motion passed with 11 members present (Amick, Haskins, O'Neill, Brown, Niemann, Miller, Ruge, Hayes, Reynolds, Monter, Eriksen) voting in favor.

## **Sample Motion**

Approve the changes to Chapter 36 of the Grand Island City Code as Submitted.



Tuesday, May 24, 2005 Council Session

## Item F1

#8975 - Consideration of Amendment to the Grand Island Zoning Map for Property So. of Seedling Mile Rd between Wainwright St. and West of Shady Bend Rd from TA-Transitional Agriculture to LLR-Large Lot Residential and Property being Platted as Northyiew

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

**Staff Contact: Chad Nabity** 

#### ORDINANCE NO. 8975

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising of a part of the East Half of the Northeast Quarter (E1/2, NE1/4) of Section 2, Township 11 North, Range 10 West of the 6<sup>th</sup> P.M. in the City of Grand Island, Hall County, Nebraska, to R1-Suburban Residential Zone, R2-Low Density Residential Zone, B2-Light Business Zone and RO-Residential Office Zone; changing the land use classification from TA-Transitional Agricultural Zone to LLR-Large Lot Residential Zone for Lots 1 through 6, Lots 13-16 and Lots 18-24 of Sass Subdivision, Lots 1-12 and Lots 18-36 of Sass Second Subdivision, Lots 1-3 of Dalhke Subdivision, Lots 1 and 2 of Terjak Subdivision, and Lots 1 and 2 of Garden Second Subdivision; directing such zoning changes and classifications be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-7; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on May 3, 2005, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on May 24, 2005, the City Council found and determined the changes in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed to R1-Suburban Residential Zone:

#### ORDINANCE NO. 8975 (Cont.)

Commencing at the southeast corner of said E1/2, NE1/4; thence on an assumed bearing of N89°05'09"W along the south line of said E1/2, NE1/4 a distance of 33.00 feet to the point of intersection of said south line and the west right-of-way (R.O.W.) line of North Road, said point also being the Point of Beginning; thence continuing N00°22'16"E along said west line a distance of 230.10 feet; thence N89°06'56"W a distance of 343.38 feet; thence NOO°54'51"E a distance of 361.09 feet; thence S89°05'09"E a distance of 78.50 feet; thence N00°54'51"E a distance of 172.82 feet; thence around a curve in a clockwise direction having a delta angle 38°16'45", an arc length of 133.62 feet, a radius of 200.00 feet, and a chord bearing of N60°18'24"W and a distance of 131.15 feet; thence N41°10'02"W a distance of 296.54 feet; thence around a curve in a counter clockwise direction having a delta angle 48°15'54", an arc length of 252.71 feet, a radius of 300.00 feet, and a chord bearing of N65°17'58"W and a distance of 245.31 feet; thence N89°04'51"W a distance of 60.00 feet; thence N89°05'09"W a distance of 428.90 feet to a point on the east line of Ross Heights Fourth Subdivision in the City of Grand Island, Hall County, Nebraska; thence S00°14'39"W along the east line of said Ross Heights Fourth Subdivision a distance of 286.05 feet to the southeast corner of said Ross Heights Fourth Subdivision, said point also being the northeast corner of Ross-Theasmeyer Subdivision in the City of Grand Island, Hall County, Nebraska; thence S00°13'22"W along the east line of said Ross-Theasmeyer Subdivision a distance of 860.04 feet to the southeast corner of said Ross-Theasmeyer Subdivision, said point also being the southwest corner of said E1/2, NE1/4; thence S89°05'09"E along said south line a distance of 1280.40 feet to the point of beginning. Said tract contains 25.54 acres more or less:

SECTION 2. The following tract of land is hereby rezoned and reclassified and changed to R2-Low Density Residential Zone:

Commencing at the southeast corner of said E1/2, NE1/4; thence on an assumed bearing of N89°05'09"W along the south line of said E1/2, NE1/4 a distance of 33.00 feet to the point of intersection of said south line and the west right-of-way (R.O.W.) line of North Road, thence continuing N00°22'16"E along said west line a distance of 230.10 feet, said point also being the Point of Beginning; thence N89°06'56"W a distance of 343.38 feet; thence NOO°54'51"E a distance of 361.09 feet; thence S89°05'09"E a distance of 78.50 feet; thence N00°54'51"E a distance of 172.82 feet; thence around a curve in a counter clockwise direction having a delta angle 09°38'23", an arc length of 33.65 feet, a radius of 200.00 feet, and a chord bearing of S84°15'58"E and a distance of 33.61 feet; thence S89°05'09"E a distance of 226.36' to a point on said west R.O.W. line of North Road; thence S00°22'16"W along said west line a distance of 530.94 feet to the point of beginning. Said tract contains 3.85 acres more or less;

SECTION 3. The following tract of land is hereby rezoned and reclassified and changed to B2-General Business Zone:

Commencing at the southeast corner of said E1/2, NE1/4; thence on an assumed bearing of N89°05'09"W along the south line of said E1/2, NE1/4 a distance of 33.00 feet to the point of intersection of said south line and the west right-of-way (R.O.W.) line of North Road, thence continuing N00°22'16"E along said west line a distance of 761.03 feet, said point also being the Point of Beginning; thence N00°22'16"E along said west R.O.W. line a distance of 335.87 feet to the point of intersection of said west R.O.W. line and the south R.O.W. line of State Highway #2; thence N73°06'43"W along said south R.O.W. line a distance of 598.54 feet; thence S41°10'02"E a distance of 295.10' feet; thence S48°49'58"W a distance of 140.00 feet; thence S41°10'02"E a distance of 164.05 feet; thence around a curve in a counter clockwise direction having a delta angle 47°55'08", an arc length of 167.27 feet, a radius of 200.00 feet, and a chord bearing of S65°07'35"E and a distance of 162.44 feet; thence S89°05'09"E a distance of 226.36 feet to the point of beginning. Said tract contains 3.93 acres more or less;

SECTION 4. The following tract of land is hereby rezoned and reclassified and changed to RO-Residential Office Zone:

Commencing at the southeast corner of said E1/2, NE1/4; thence on an assumed bearing of N89°05'09"W along the south line of said E1/2, NE1/4 a distance of 33.00 feet to the point of intersection of said south line and the west right-of-way (R.O.W.) line of North Road; thence continuing N00°22'16"E along said west line a distance of 1096.90 feet to the point of intersection of said west R.O.W. line and the south R.O.W. line of State Highway #2; thence N73°06'43"W along said south R.O.W. line a distance of 598.54 feet, said point also being the Point of Beginning; thence S41°10'02"E a distance of 295.10' feet; thence S48°49'58"W a distance of 140.00 feet; thence N41°10'02"W a distance of 132.49 feet; thence around a curve in a counter clockwise direction having a delta angle 48°15'54", an arc length of 252.71 feet, a radius of 300.00 feet, and a chord bearing of N65°17'58"W and a distance of 245.31 feet; thence N89°04'51"W a distance of 60.00 feet; thence N89°05'09"W a distance of 428.90 feet to a point on the east line of Ross Heights Fourth Subdivision in the City of Grand Island, Hall County, Nebraska: thence N00°14'39"E along the east line of said Ross Heights Fourth Subdivision a distance of 319.42 feet to the northeast corner of said Ross Heights Fourth Subdivision, said point also being on the south R.O.W. line of State Highway #2; thence S73°06'43"E along said south R.O.W. line a distance of 740.63 feet to the point of beginning. Said tract contains 4.38 acres more or less:

SECTION 5. The following tracts of land are hereby rezoned and reclassified and changed from TA-Transitional Agricultural Zone to LLR-Large Lot Residential Zone:

Lots 1-6, 13-16 and 18-24 of Sass Subdivision;

Lots 1-12 and 18-36 of Sass Second Subdivision;

Lots 1-3 of Dalhke Subdivision:

Lots 1 and 2 of Terjak Subdivision; and

Lots 1 and 2 of Garden Second Subdivision

SECTION 6. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

SECTION 7. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: May 24, 2005.		
	Jay Vavricek, Mayor	
Attest:		
RaNae Edwards, City Clerk		



# **City of Grand Island**

Tuesday, May 24, 2005 Council Session

# Item F2

#8976 - Consideration of Amendments to Chapter 36 of the Grand Island City Code Relative to Zoning within the 2 Mile Extra-Territorial Jurisdiction

This item relates to the aforementioned Public Hearing Item E-6.

**Staff Contact: Chad Nabity** 

City of Grand Island City Council

#### ORDINANCE NO. 8976

An ordinance to amend Chapter 36 of the Grand Island City Code; to amend Section 36-8 pertaining to definitions; to amend Section 36-26 pertaining to projections from buildings; to amend Section 36-78 pertaining to Residential Development Zone; to amend Section 36-96 pertaining to off-street parking restrictions; to amend Section 36-97 pertaining to minimum of off-street parking and loading requirements; to repeal Sections 36-8, 36-26, 36-78, 36-96, and 36-97 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

<u>Abandonment</u> 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.

<u>Abut, Abutting</u> 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".

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

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

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

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

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.

<u>Airport</u> 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.

<u>Airport Hazard Zone</u> 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.

<u>Alley</u> 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.

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

<u>Alteration, Structural</u> (see Structural alteration)

<u>Amendment</u> 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.

<u>Amusement Park</u> 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.

<u>Animal Hospital</u> 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.

<u>Antique Shops</u> 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.

<u>Apartment</u> 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

<u>Architectural concept</u> 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.

<u>Architectural feature</u> 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) <u>Lines</u> 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) <u>Texture</u> 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.

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

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

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

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

<u>Automatic Teller Machine (ATM)</u> 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.

**<u>Ballroom</u>** 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.

<u>Bar</u> 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.

**<u>Bed and Breakfast Inn</u>** 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.

**<u>Bedroom</u>** 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.

<u>Billboard</u> 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.

<u>Block Frontage</u> 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.

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

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

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

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

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

**<u>Buffer</u>** 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.)

**<u>Buffer Zone</u>** 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.

**<u>Building</u>** 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.

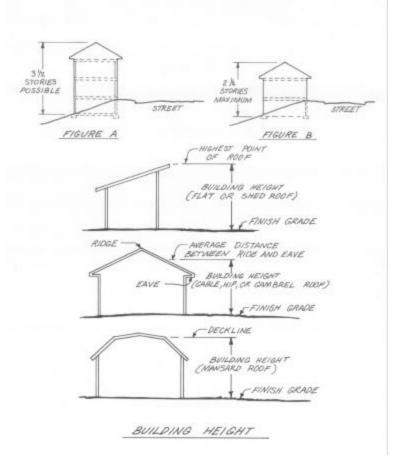
Building Accessory shall mean any detached subordinate building that serves a function customarily incidental to that of the main building or main use of the premises. Customary accessory building includes farm buildings, garages, carports, and small storage sheds.

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.

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



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

<u>Building Setback Line</u> 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.

<u>Campground</u> 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.

<u>Car Wash</u> 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.

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

<u>Carport</u> 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.

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

<u>Cemetery</u> 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.

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

<u>Charitable</u> 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.

<u>Child Care Center</u> 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.

<u>Church, Storefront</u> 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.

<u>Clear View Zone</u> 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.)

<u>Club</u> 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.

<u>Cluster</u> <u>Development</u> 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.

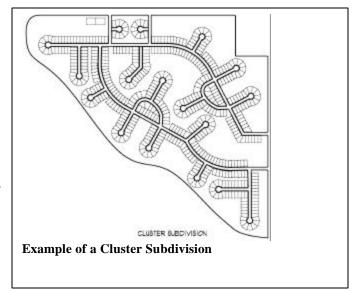
**Code** shall mean the Grand Island City Code.

<u>Coffee Kiosk</u> 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.

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

<u>Commercial Feeding Operation</u> (See Livestock Feeding Operation)

<u>Commission</u> shall mean the Hall County Regional Planning Commission.



<u>Common Area or Property</u> 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.

<u>Community Center</u> 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.

<u>Community Sanitary Sewer System</u> 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.

<u>Community Water Supply System</u> 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.

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

<u>Compatible Uses</u> 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.

<u>Comprehensive Development Plan</u> 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.

<u>Conditional Use</u> 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.

<u>Conditional Use Permit</u> 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.

 $\underline{\textbf{Condominium}}$  shall be as defined in state statutes, whereby four or more apartments are separately offered for sale.

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

<u>Conflicting Land Use</u> 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.

<u>Congregate Housing</u> 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.

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

<u>Conservation Area</u> 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.

<u>Conservation Easement</u> 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.

<u>Convenience Store</u> 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".

<u>Copy Center</u> 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.

<u>Country Club</u> 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.

<u>Court</u> 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.

<u>Cul-de-Sac</u> 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".

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

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

**<u>Detention Cell</u>** shall mean a facility for the temporary storage of stormwater runoff.

<u>Developer</u> 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.

**<u>Development</u>** 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.)

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

<u>District</u> 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.

**<u>Dog Kennel</u>** (See Kennel, commercial; and Kennel, private.)

**<u>Domestic Animals</u>** (See Household Pet.)

**<u>Downzoning</u>** 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.

<u>Drive-In Facility</u> 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.

**<u>Dump</u>** 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".

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

**<u>Dwelling, Farmstead</u>** 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.

<u>Dwelling, Manufactured Home</u> 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.

<u>Dwelling, Modular</u> (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.

<u>**Dwelling**</u>, <u>**Multiple**</u> 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.

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

<u>Dwelling</u>, <u>Single Family</u> 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.

<u>Dwelling</u>, <u>Single-Family (Attached)</u> 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.

**<u>Dwelling</u>**, **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.

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

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

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

**<u>Eleemosynary Institution</u>** 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.

<u>Enlargement</u> 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.

<u>Facade</u> 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.

<u>Family</u> 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.

<u>Family Child Care Home I</u> 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.

<u>Family Child Care Home II</u> 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.

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

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

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

<u>Feed Lot</u> 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.

<u>Floor Area</u> 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.

<u>Food Sales</u> 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.

<u>Garage, Private</u> 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.

<u>Garage, Repair</u> 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.

<u>Gated Communities</u> 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

<u>Grand Island Fee Schedule</u> 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.

<u>Greenhouse</u> 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.

<u>Greenway</u> 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.

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

<u>Ground Water</u> 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.

<u>Group Care Home</u> 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.

<u>Guest Room</u> 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.

**<u>Half-Story</u>** 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.

<u>Halfway House</u> 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.

<u>Hard Surfaced</u> 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.

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

<u>Hazardous Waste</u> 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.

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

<u>Health Recreation Facility</u> 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.

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

<u>Height of Building</u> see definition of Building Height herein.

<u>Holding Pond</u> 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)

<u>Home Improvement Center</u> 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.

<u>Home Occupation</u> 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.

<u>Homeowners Association</u> 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.

<u>Hotel</u> 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.

<u>HouseholdPet</u> 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.

<u>Housing for the Elderly</u> 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</u> 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.

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

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

<u>Industry</u> 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.

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

<u>Infill Site</u> 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.

<u>Institutional Building</u> 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).

<u>Intensity</u> 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.

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

Juice Bar (See Adult Establishment.)

<u>Junk</u> 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.

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.

<u>Kennel, Commercial</u> 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.

<u>Kennel, Private</u> 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.

<u>Lagoon</u> 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.

<u>Landfill</u> 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.

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

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

<u>Large Box Retail</u> 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.

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

<u>Life Care Facility</u> 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.)

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

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

<u>Liquids Manure</u> 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.

<u>Liquid Manure Storage Pits</u> 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.

<u>Livestock Wastes</u> 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.

<u>Loading Space</u> 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.

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

<u>Long-Term Care Facility</u> 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

<u>Lot</u> 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.

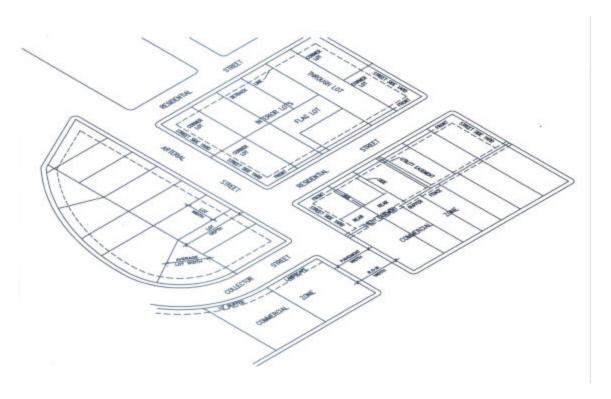
**Lot, Corner** shall mean a lot located at the intersection of two (2) or more streets at an angle of not more than one hundred thirty-five (135) degrees. If the angle is greater than one hundred thirty-five (135) degrees, the lot shall be considered an "Interior Lot".

<u>Lot Coverage</u> 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.

<u>Lot, Curve</u> 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.

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

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



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

<u>Lot</u>, <u>Frontage</u> 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.

**<u>Lot Line</u>** shall mean the property line bounding a lot.

- (A) Lot Line, Front shall mean the property line abutting a street.
- (B) <u>Lot Line</u>, <u>Rear</u> 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.

<u>Lot, Nonconforming</u> 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.

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

<u>Lot of Record</u> 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.

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

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

<u>Manufactured Home Subdivision</u> 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."

<u>Massage Establishment</u> 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.)

<u>Mechanical Equipment</u> 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.)

<u>Miscellaneous Structures</u> 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.

<u>Mixed Use</u> 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.)

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

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

<u>Nightclub</u> 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.)

<u>Non-Agricultural Land</u> 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.

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

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

<u>Non-Farm Buildings</u> 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.

<u>Nursery</u> 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

<u>Office</u> 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.

<u>Open Lots</u> 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.

<u>Open Space</u> 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.

<u>Outlot</u> 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.

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

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

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

<u>Paintball Course, Commercial</u> 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.

 $\underline{Park}$  shall mean any public or private land available for recreational, educational, cultural, or aesthetic use.

<u>Parking Area, Private</u> 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.

<u>Performance Guarantee</u> 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.

<u>Permanent Tree Protection Devices</u> 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.

**<u>Permanently Attached</u>** 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.

**<u>Permitted Use</u>** 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.

<u>Planned Unit Development</u> 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.

<u>Planning Commission</u> shall mean the Hall County Regional Planning Commission.

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

<u>Plat</u> 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.

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

<u>Premises</u> 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.

**<u>Preschool</u>** 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.

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

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

<u>Protected Zone</u> 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.

<u>Public Utility</u> 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.

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

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

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

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

Recreational Vehicle (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.

**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.

 $\underline{\textbf{Rezoning}}$  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.)

**<u>Road, Public</u>** 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.

<u>Salvage Yard</u> 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.

<u>Satellite Dish Antenna</u> 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.

<u>Scale</u> 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.

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

<u>Selective Clearing</u> shall be the careful and planned removal or trees, shrubs, and plants using specific standards and protection measures.

<u>Self-Service Station</u> 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.

<u>Self-Service Storage Facility</u> 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.

<u>Service Stations</u> 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.

<u>Setback Line</u>, <u>Front Yard</u> 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.

<u>Setback Line, Rear Yard or Side Yard</u> 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 nean 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.

<u>Sidewalk Cafe</u> 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.

<u>Sight Triangle</u> 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.

<u>Similar Use</u> 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

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

<u>Site Plan</u> 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.

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

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

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

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

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

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

<u>Sludge</u> 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.

<u>Specified Anatomical Areas</u> 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.

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

State shall mean the State of Nebraska.

**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.

<u>Stormwater Detention</u> 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.

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

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

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

<u>Street</u> 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.

<u>Street, Arterial</u> 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.

<u>Street, Local</u> 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.

<u>Streets, Major</u> 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.

<u>Street Centerline</u> shall nean 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 interregional highway, or major collection road and primarily for service to the abutting properties, and being separated from the major street by a dividing strip.

<u>Street Hardware</u> 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.

<u>Structure</u>, <u>Temporary</u> 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.

<u>Structural</u>, <u>Alteration</u> 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.

<u>Subdivision</u> 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.

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

<u>Tanning Studio</u> 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.

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

**Tavern** (See Bar.)

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

<u>Theater</u> 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.

<u>Townhouse</u> 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.

<u>Trailer</u>, <u>Automobile</u> see definition in §22-1 of this code.

<u>Truck Repair</u> 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</u> 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.

<u>Use</u> 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.

<u>Use</u>, <u>Best</u> 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.

<u>Use</u>, <u>Hghest</u> 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.

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

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

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

**<u>Utility Easement</u>** shall mean the same as "Easement".

<u>Utility Hardware</u> 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.

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

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

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

<u>Variance</u> 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.

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

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

Vehicle, Motor (See Motor Vehicle.)

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

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

<u>Waste Handling System</u> 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) <u>Holding pond</u> 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) <u>Lagoon</u> 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) <u>Liquid manure storage pits</u> 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) <u>Sediment</u> shall mean a pond constructed for the sole purpose of collecting and containing sediment.

Wastewater Lagoon (See Lagoon.)

<u>Waters of the State</u> 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.

<u>Wetland</u> 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.

<u>Wholesale Establishment</u> 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 additional to selling, functions frequently performed by wholesale establishments include maintaining inventories of goods; extending credit; physically assembling, sorting and grading goods in large lots, breaking bulk and redistribution in smaller lots; delivery; refrigeration; and various types of promotion such as advertising and label designing.

<u>Yard</u> 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.

<u>Yard, Front</u> 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.

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

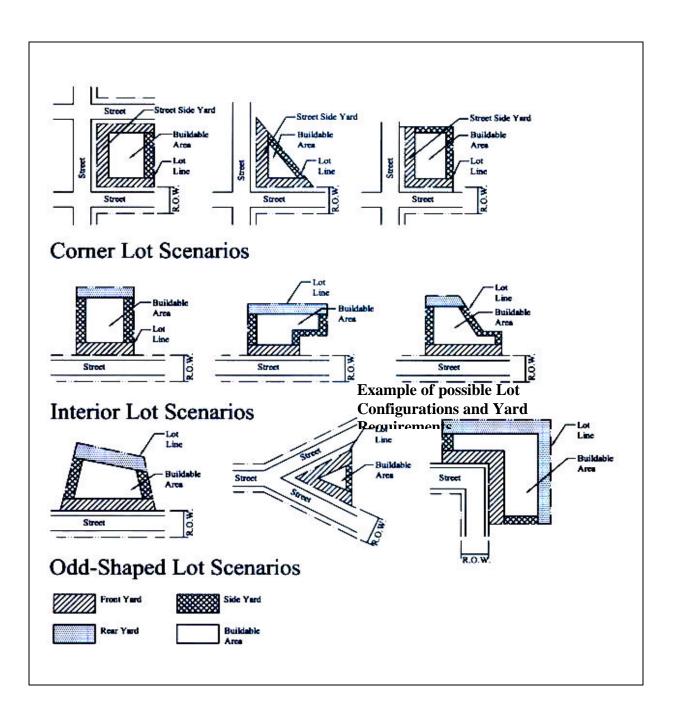
<u>Yard, Side</u> shall mean a space extending from the front yard, or from the front lot line where no front yard is required by this chapter, to the rear yard, or rear lot line, between a side lot line and the side yard setback line.

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

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

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

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



ORDINANCE NO	(Cont.)
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# SECTION 2. Section 36-26 of the Grand Island City Code is hereby amended to

read as follows:

#### §36-26. Projections from Buildings

- (A) Cornices, eaves, canopies, belt courses, sills, ornamental features, and other similar architectural features may project not more than one (1) foot into any required yard or into any required open space, except that eaves may encroach three (3) feet into a yard when such yard is ten (10) feet or more in width, provided that such required yard or open space meets the current minimum yard standards.
- (B) As a part of single and two family residences, open uncovered porches or decks no higher than the first floor above grade on the side of the building to which they are appurtenant and in no event higher than  $\underline{30}$   $\underline{26}$ -inches above grade of the lot on the side of the structure where such porch or deck is located, may extend:
  - (1) Three (3) feet into any side yard that otherwise meets minimum side yard requirements provided that the other side yard also meets such minimum side yard requirements and remains free of encroaching structures of any kind; and that said new encroachment meets all separation requirements between structures as determined in the City's Building Code, except gated fences providing access to the rear yard.
  - (2) Six (6) feet into a front yard provided that the front yard otherwise meets minimum front yard requirements and provided further: (a) that in no event may such porch or deck cover more than 60 square feet of the required front yard or extend beyond the side walls of the building structure, and (b) front decks or porches shall not be higher than thirty (30) inches above ground and no higher than the first floor, except that on homes with front entryways at first floor level but driveway cuts and garage floors at basement level, there may be constructed a veranda-type uncovered deck or porch extending from the front deck or porch over the garage door or doors, which extended area shall be at the same elevation and shall have bracing as required by the Building Department, and (c) covered porches, built of materials of the same or similar nature as the roof of the principal structure may be allowed with eaves not to exceed twelve (12) inches.
  - (4) Safety railings shall be installed as per the City's Building Code and as approved by the Building Department.
  - (5) One-half (1/2) of the distance into the required rear yard, but in no event closer than five (5) feet to any property line.
- (C) Provided further, that no railing or other barrier shall be placed around such deck or porch in a rear yard or side yard and no such barrier which interferes appreciably (more than twenty-five (25) percent) with the passage of light or air shall be constructed within the required front yard or within five (5) feet of any side or rear yard lot line. Any such deck or porch when located on a lot at the intersection of two (2) streets or a street and an alley, shall comply with the provisions designed to ensure proper sight distances as set forth in this code for fences and hedges. Any side yard on a corner lot when such yard is twenty (20) feet or more in width, may be considered as a front yard for purposes of determining permitted encroachments as provided herein.
  - (D) Vertical supports shall meet the City's Building Code.

# SECTION 3. Section 36-78 of the Grand Island City Code is hereby amended to

read as follows:

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

(A) <u>Intent</u>: 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.

# ORDINANCE NO. \_\_\_\_ (Cont.)

(B) <u>Boundaries</u>: 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) <u>Limitations</u>:

- (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 each site—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) <u>Ownership</u>: 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) <u>Permitted Principal Uses</u>: 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.
- (F) <u>Conditional Uses</u>: 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
- (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.

# ORDINANCE NO. \_\_\_\_ (Cont.)

- (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 traffic ways 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

ORDINANCE NO.	(Cont.)
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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.

SECTION 4. Section 36-96 of the Grand Island City Code is hereby amended to

read as follows:

#### §36-96. Off-Street Parking Requirements

#### (A) <u>Purposes</u>:

- (1) It is the intent of this section that all buildings and uses shall provide off-street parking and loading facilities in a minimum amount as required herein to meet the needs of such buildings and uses on private property and under the same ownership as such buildings or uses. The accommodations may consist of lots, garages, or other buildings, and accessories; they may be surface facilities or facilities above or under the ground.
- (2) It is the further intent of this section that all off-street parking and loading spaces and facilities shall be sited and built according to the requirements contained in this section, and shall require an application for and issuance of a building permit pursuant to §8-22.
- (B) <u>Application</u>. Each building or use hereafter constructed, and each addition to or altered building or use shall be provided with off-street parking and loading spaces as required herein. Each off-street parking space or loading facility and space hereafter constructed, upon proper application and permit being granted shall be sited and constructed pursuant to the requirements of this section. No application for a building permit for such building, addition, alteration, or use shall be approved unless accompanied by a plot plan showing the location and amount of off-street parking and loading spaces as required herein for the existing or proposed building or use and including all such additions or alterations. No occupancy or use permit shall be issued unless the required parking and loading facilities shall have been provided in accordance with the approved plot plan. Requirements shall be applicable to all zones and districts but not to include the following business districts:
  - (1) Central Business District as identified and described in Chapter 13 of this code as the Downtown Improvement and Parking District No. 1.
  - (2) Fourth Street Business District. Beginning at the intersection of Eddy Street and the alley in the block between Fourth and Fifth Streets; thence easterly on the alley to the intersection of the alley with Sycamore Street; thence southerly on Sycamore Street to 100 feet south of the south right-of-way line of North Front Street; thence westerly on the aforesaid line to its intersection with Eddy Street; thence northerly on Eddy Street to the point of beginning.
- (C) <u>Area and Computation</u>: An off-street parking space shall be of appropriate dimensions of not less than 180 square feet exclusive of access or maneuvering area, ramps, columns, etc., and shall have a vertical clearance of not less than seven feet. An off-street loading space shall be of appropriate dimensions of not less than 360 square feet exclusive of access or maneuvering area, ramps, columns, etc., and shall have a vertical clearance of not less than fourteen feet. When determination of the number of off-street parking or loading spaces required by this chapter results in a requirement of a fractional space, any fraction of one-half or less may be disregarded while a fraction in excess of one-half shall be counted as one parking space.
- (D) <u>Location</u>: All off-street parking spaces shall be on the same lot as the building or <u>within 300 feet of the lot.</u> <u>use served except as listed under the provisions of this section</u>. Permanent off-street parking spaces shall not be permitted within the required front yard setback, provided, however, that for a building containing three dwelling units or less, one space per unit may be placed within the front yard setback if such space is not directly in front of the building excluding garages or carports. Parking facilities located separate from the building or use as listed shall have a substantial portion of same within a specified distance of the building or use which it serves. All off-street loading spaces shall be on the same lot as the building or use served.
- (E) <u>Collective Facilities</u>: Off-street parking facilities for separate or mixed buildings or uses may be provided collectively so long as the total number of spaces is not less than the sum of the separate required spaces, and provided further, that the requirement concerning location of such facility with respect to distance from the building or use served shall be complied with. In order to eliminate a multiplicity of entrances and exits and diminish traffic hazards to conserve space where space is at a premium and to promote orderly development generally, the city

# ORDINANCE NO. \_\_\_\_ (Cont.)

council is hereby authorized to plan and group parking facilities collectively for a number of businesses in a given area, and especially in the central business district, in such a manner as to obtain a maximum of efficiency and capacity in parking and traffic movement.

- (F) <u>Employee Parking</u>: Parking spaces required on an employee basis shall be based on the maximum number of employees on duty on the premises at any one time.
- (G) <u>Design Standards</u>. All off-street parking and loading facilities shall be designed with appropriate means of vehicular access to a street or alley and contain adequate and safe maneuvering areas. No driveway or curb cuts shall exceed twenty-six feet in width in residential districts, or thirty-five feet in width in business or industrial/manufacturing districts, and detailed plans shall be submitted to the public works director for approval of all curb cuts or driveway openings before a permit may be obtained therefor. No signs shall be displayed except such signs as required for the orderly use of the facilities. All facilities shall be provided with a permanent type, dust-free surface such as asphaltic cement concrete, Portland cement concrete, or paving brick.

All parking lots containing five or nore parking spaces, which are within 30 feet of property occupied by a residential use in a Transitional Agricultural Zoning District or of property within a Suburban Residential Zoning District, Low Density Residential Zoning District, Medium Density Residential Zoning District, High Density Residential Zoning District or Residential Development Zoning District, shall provide a sight-obscuring fence or screen not less than six feet nor more than eight feet in height along the boundary of the parking lot adjacent to such districts. No fence or screen shall be required between abutting parking lots or adjacent to an alley. The height of any fence or screen shall be subject to other restrictions provided by the City Code.

- (H) <u>Maintenance</u>: The parking and loading facilities required by this section shall be provided and maintained so long as the use exists which the facilities are designed to serve. Reasonable precautions must be taken by the owners of particular uses to assure the use of the parking facilities only by the employees or the social or business visitors of the premises for which the facilities are provided. The facilities must be so designed and maintained as not to constitute a nuisance at any time and must not be used in such a manner as to constitute a hazard or unreasonable impediment to traffic.
- (I) <u>Reduction of Number of Spaces</u>: Off-street parking or loading facilities shall not be reduced in total extent, after their provision required hereunder, except upon the approval of the Board of Adjustment, and then only after proof that the parking or loading spaces are no longer required by reason of a change in use of the premises of which the facilities are adjunct.
- (J) <u>Requirement for Uses Not Listed</u>: For any use not listed, the Board of Adjustment shall determine the proper requirement by classifying the proposed use among the uses specified herein so as to assure equal treatment.
- (K) <u>Administration and Enforcement</u>: The off-street parking and loading provisions of this section shall be administered by the zoning official and enforced by the chief building official, who shall also serve in advisory capacity to the city council on matters relative to any phase of such provisions.
- (L) <u>Penalty for Violation</u>: The provisions of parking and loading facilities as required by this section shall be a continuing obligation of the owner or sponsor of a given building or use so long as the building or use is in existence and so long as parking and loading facilities are required hereunder in connection therewith, and it shall be unlawful to discontinue, change, or dispense with such facilities without establishing alternate facilities that meet the requirements herein. Penalty provisions applicable to this chapter as a whole shall apply to the violations of these provisions. In addition, at such time as the facilities required hereunder shall fail to continue to be available for the purpose, the building permit for the structures to which the facilities are adjunct and the use or occupancy permits issued for the premises shall be canceled and become null and void.

SECTION 5. Section 36-97 of the Grand Island City Code is hereby amended to

read as follows:

#### §36-97. Schedule of Minimum Off-Street Parking and Loading Requirements

Uses Adult entertainment establishments Bowling Alleys Churches, Synagogues, and Temples Parking Requirements
One (1) space per 2 persons of licensed capacity
Four (4) spaces per alley
One (1) space per 4 seats in main worship area

Loading Requirements
None required
One (1) space per establishment
None required

## ORDINANCE NO. \_\_\_\_ (Cont.)

Clubs, including fraternal organizations College/University	One (1) space per 500 s.f. of net floor area One (1) spaces per every two (2) students of occupancy plus one (1) per employee.	None required Two (2) spaces per structure
Commercial Uses	1	
Agricultural Sales / Service	One (1) space per 500 s.f. of net floor area	One (1) per establishment
Automotive Rental / Sales	One (1) space per 500 s.f. of net floor area	One (1) per establishment
Automotive Servicing	Three (3) spaces per repair stall	None required
Bars, Taverns, Nightclubs	Parking equal to 30% of licensed capacity	Two (2) spaces per establishment
Body Repair	Four (4) spaces per repair stall	None required
Equipment Rental / Sales	One (1) space per 500 s.f. of net floor area	One (1) Space
Campground	One (1) space per camping unit	None required
Commercial Recreation	One (1) space per 4 persons of licensed capacity	One (1) per establishment
Communication Services	One (1) space per 500 s.f. of net floor area	One (1) per establishment
Construction Sales / Service	One (1) space per 500 s.f. of net floor area	One (1) per establishment
Food Sales (limited)	One (1) space per 300 s.f. of net floor area	One (1) per establishment
Food Sales (general)	One (1) space per 200 s.f. of net floor area	Two (2) per establishment
Furniture Sales	One (1) space per 500 s.f. of net floor area	Two (2) per establishment
General Retail Sales establishments	One (1) space per 200 s.f. of net floor area	One (1) per establishment
Laundry Services	One (1) space per 200 s.f. of net floor area	None required
Restaurants (General)	Parking equal to 2 of every 5 seats 40% of licensed	Two (2) spaces per establishment
· · · · · /	capacity	•
Convalescent and Nursing Home	One (1) space per 3 beds plus 1 per employee on the	Two (2) space per structure
Services	largest shift	
Day Care	One (1) space per employee plus 1 space or loading stall	None required
	per each 10 persons of licensed capacity	
Educational Uses, Primary facilities	Two (2) spaces per classroom	Two (2) spaces per structure
Educational Uses, Secondary facilities	Eight (8) spaces per classroom plus 1 space per	Two (2) spaces per structure
	employee on largest shift	
Funeral Homes and Chapels	Eight (8) spaces per reposing room	Two (2) spaces per establishment
Group Care Facility	One (1) space per 4 persons of licensed capacity	Two (2) space per structure
Group Home	One (1) space per 4 persons of licensed capacity	Two (2) space per structure
Guidance Services	One (1) space per 300 s.f. of net floor area	None required
Hospitals	One and one-half (1 1/2) spaces per 2 licensed beds;	Three (3) spaces per structure
Hospitals		
Hospitals	plus, .75 times the maximum number of employees	
•	plus, .75 times the maximum number of employees during the largest shift.	One (1) chace per actablishment
Hotels and Motels	plus, .75 times the maximum number of employees	One (1) space per establishment
Hotels and Motels Housing (Congregate)	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit	
Hotels and Motels	plus, .75 times the maximum number of employees during the largest shift.  One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per	One (1) space per establishment One (1) per structure
Hotels and Motels Housing (Congregate) Assisted-living facilities	plus, .75 times the maximum number of employees during the largest shift.  One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift	One (1) per structure
Hotels and Motels Housing (Congregate) Assisted-living facilities Duplex	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit	One (1) per structure  None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities	plus, .75 times the maximum number of employees during the largest shift.  One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift  Two (2) spaces per dwelling unit  One (1) space per dwelling unit	One (1) per structure  None required  None required
Hotels and Motels Housing (Congregate) Assisted-living facilities Duplex	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit One (1) space per dwelling unit Two (2) spaces per dwelling unit. One (1) space per	One (1) per structure  None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit One (1) space per dwelling unit Two (2) spaces per dwelling unit. One (1) space per sleeping unit—spaces to be sited in the general	One (1) per structure  None required  None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit One (1) space per dwelling unit Two (2) spaces per dwelling unit. One (1) space per	One (1) per structure  None required  None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit One (1) space per dwelling unit Two (2) spaces per dwelling unit. One (1) space per sleeping unit—spaces to be sited in the general proximity of where the sleeping units are lo cated, plus,	One (1) per structure  None required  None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit One (1) space per dwelling unit Two (2) spaces per dwelling unit. One (1) space per sleeping unit—spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1 ½ spaces per apartment (for 3 sleeping units) to accommodate guest parking.	One (1) per structure  None required  None required  None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities	plus, .75 times the maximum number of employees during the largest shift.  One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift  Two (2) spaces per dwelling unit  One (1) space per dwelling unit  Two (2) spaces per dwelling unit. One (1) space per sleeping unit—spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1 ½ spaces per apartment (for 3	One (1) per structure  None required  None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit One (1) space per dwelling unit Two (2) spaces per dwelling unit. One (1) space per sleeping unit—spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1½ spaces per apartment (for 3 sleeping units) to accommodate guest parking. Two (2) spaces per dwelling unit	One (1) per structure  None required  None required  None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit One (1) space per dwelling unit Two (2) spaces per dwelling unit. One (1) space per sleeping unit—spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1 ½ spaces per apartment (for 3 sleeping units) to accommodate guest parking. Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the	One (1) per structure  None required  None required  None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses	plus, .75 times the maximum number of employees during the largest shift.  One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift  Two (2) spaces per dwelling unit  One (1) space per dwelling unit  Two (2) spaces per dwelling unit. One (1) space per sleeping unit—spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1½ spaces per apartment (for 3 sleeping units) to accommodate guest parking.  Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift	One (1) per structure  None required  None required  None required  Two (2) spaces per establishment
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses  Libraries	plus, .75 times the maximum number of employees during the largest shift.  One (1) space per two dwelling unit plus 1 space per employee on the largest shift  Two (2) spaces per dwelling unit  One (1) space per dwelling unit  One (1) space per dwelling unit  Two (2) spaces per dwelling unit.  One (1) space per sleeping unit—spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1 ½ spaces per apartment (for 3 sleeping units) to accommodate guest parking.  Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift  One (1) space 500 s.f. of net floor area	One (1) per structure  None required  None required  None required  Two (2) spaces per establishment  One (1) per structure
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses  Libraries Boarding Houses / Bed and Breakfasts	plus, .75 times the maximum number of employees during the largest shift.  One (1) space per rental unit  One (1) space per dwelling unit  One (1) space per dwelling unit  Two (2) spaces per dwelling unit.  One (1) space per sleeping unit  Two (2) spaces per dwelling unit.  One (1) space per sleeping unit  spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1½ spaces per apartment (for 3 sleeping units) to accommodate guest parking.  Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift  One (1) space 500 s.f. of net floor area  One (1) space per rental units	One (1) per structure  None required None required None required  Two (2) spaces per establishment One (1) per structure None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses  Libraries Boarding Houses / Bed and Breakfasts Medical Clinics	plus, .75 times the maximum number of employees during the largest shift.  One (1) space per rental unit  One (1) space per rental unit  One (1) space per rental unit  One (1) space per dwelling unit plus 1 space per employee on the largest shift  Two (2) spaces per dwelling unit  One (1) space per dwelling unit  Two (2) spaces per dwelling unit. One (1) space per sleeping unit—spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1½ spaces per apartment (for 3 sleeping units) to accommodate guest parking.  Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift  One (1) space 500 s.f. of net floor area  One (1) space per rental units  Five (5) spaces per staff doctor, dentist, chiropractor	One (1) per structure  None required None required None required  None required  Two (2) spaces per establishment One (1) per structure None required None required None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses  Libraries Boarding Houses / Bed and Breakfasts Medical Clinics Manufactured Home Park	plus, .75 times the maximum number of employees during the largest shift.  One (1) space per two_dwelling unit plus 1 space per employee on the largest shift  Two (2) spaces per dwelling unit  One (1) space per dwelling unit  One (1) space per dwelling unit  Two (2) spaces per dwelling unit.  One (1) space per sleeping unit  Two (2) spaces per dwelling unit.  One (1) space per sleeping unit space per sleeping unit—spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1 ½ spaces per apartment (for 3 sleeping units) to accommodate guest parking.  Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift  One (1) space 500 s.f. of net floor area  One (1) space per rental units  Five (5) spaces per staff doctor, dentist, chiropractor  Two (2) per dwelling unit	One (1) per structure  None required None required None required  None required  Two (2) spaces per establishment  One (1) per structure None required None required None required None required None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses  Libraries Boarding Houses / Bed and Breakfasts Medical Clinics Manufactured Home Park Offices and Office Buildings	plus, .75 times the maximum number of employees during the largest shift.  One (1) space per two dwelling unit plus 1 space per employee on the largest shift  Two (2) spaces per dwelling unit  One (1) space per dwelling unit  One (1) space per dwelling unit  Two (2) spaces per dwelling unit.  One (1) space per steeling unit  Two (2) spaces per dwelling unit.  One (1) space per steeling unit.  Sleeping unit - spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1½ spaces per apartment (for 3 sleeping units) to accommodate guest parking.  Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift  One (1) space 500 s.f. of net floor area  One (1) space per rental units  Five (5) spaces per staff doctor, dentist, chiropractor  Two (2) per dwelling unit  One (1) space per 200 s.f. of net floor area	One (1) per structure  None required None required None required  None required  Two (2) spaces per establishment  One (1) per structure None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses  Libraries Boarding Houses / Bed and Breakfasts Medical Clinics Manufactured Home Park Offices and Office Buildings Residential (Single-family, attached and	plus, .75 times the maximum number of employees during the largest shift. One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit One (1) space per dwelling unit One (1) space per dwelling unit Two (2) spaces per dwelling unit. One (1) space per sleeping unit space per sleeping unit spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1 ½ spaces per apartment (for 3 sleeping units) to accommodate guest parking. Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift One (1) space 500 s.f. of net floor area One (1) space per rental units Five (5) spaces per staff doctor, dentist, chiropractor Two (2) per dwelling unit One (1) space per 200 s.f. of net floor are a Two (2) spaces per dwelling unit with 1 required to be	One (1) per structure  None required None required None required  None required  Two (2) spaces per establishment  One (1) per structure None required None required None required None required None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses  Libraries Boarding Houses / Bed and Breakfasts Medical Clinics Manufactured Home Park Offices and Office Buildings Residential (Single-family, attached and detached)	plus, .75 times the maximum number of employees during the largest shift.  One (1) space per two dwelling unit plus 1 space per employee on the largest shift  Two (2) spaces per dwelling unit  One (1) space per dwelling unit  One (1) space per dwelling unit  Two (2) spaces per dwelling unit.  One (1) space per dwelling unit.  One (1) space per steeping unit—spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1- and 2- sleeping units), and 1-½ spaces per apartment (for 3- sleeping units) to accommodate guest parking.  Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift  One (1) space 500 s.f. of net floor area  One (1) space sper staff doctor, dentist, chiropractor  Two (2) per dwelling unit  One (1) spaces per 200 s.f. of net floor area  Two (2) spaces per dwelling unit with 1 required to be enclosed	One (1) per structure  None required None required None required  None required  Two (2) spaces per establishment  One (1) per structure None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses  Libraries Boarding Houses / Bed and Breakfasts Medical Clinics Manufactured Home Park Offices and Office Buildings Residential (Single-family, attached and detached) Roadside stands	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit One (1) space per dwelling unit Two (2) spaces per dwelling unit. One (1) space per sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1½ spaces per apartment (for 3 sleeping units) to accommodate guest parking. Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift One (1) space 500 s.f. of net floor area One (1) space per rental units Five (5) spaces per staff doctor, dentist, chiropractor Two (2) per dwelling unit One (1) space per 200 s.f. of net floor area Two (2) spaces per dwelling unit with 1 required to be enclosed Four (4) spaces per establishment	One (1) per structure  None required None required None required  None required  Two (2) spaces per establishment  One (1) per structure None required
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses  Libraries Boarding Houses / Bed and Breakfasts Medical Clinics Manufactured Home Park Offices and Office Buildings Residential (Single-family, attached and detached) Roadside stands Service Oriented Establishments	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit One (1) space per dwelling unit Two (2) spaces per dwelling unit. One (1) space per sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1½ spaces per apartment (for 3 sleeping units) to accommodate guest parking. Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift One (1) space 500 s.f. of net floor area One (1) space per rental units Five (5) spaces per staff doctor, dentist, chiropractor Two (2) per dwelling unit One (1) space per 200 s.f. of net floor area Two (2) spaces per dwelling unit with 1 required to be enclosed Four (4) spaces per establishment One (1) space per 200 s.f. of net floor area	One (1) per structure  None required None required None required  None required  Two (2) spaces per establishment  One (1) per structure None required One (1) per establishment
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Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses  Libraries Boarding Houses / Bed and Breakfasts Medical Clinics Manufactured Home Park Offices and Office Buildings Residential (Single-family, attached and detached) Roadside stands Service Oriented Establishments Theaters, Auditoriums, and Places of Assembly	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per rental unit  One (1) space per rental unit  One (1) space per dwelling unit plus 1 space per employee on the largest shift  Two (2) spaces per dwelling unit  One (1) space per dwelling unit  Two (2) spaces per dwelling unit. One (1) space per sleeping unit—spaces to be sited in the general proximity of where the sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1½ spaces per apartment (for 3 sleeping units) to accommodate guest parking.  Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift  One (1) space 500 s.f. of net floor area  One (1) space per rental units  Five (5) spaces per staff doctor, dentist, chiropractor  Two (2) per dwelling unit  One (1) space per 200 s.f. of net floor are a  Two (2) spaces per dwelling unit with 1 required to be enclosed  Four (4) spaces per establishment  One (1) space per 200 s.f. of net floor area  One (1) space per 4 persons of licensed-capacity	One (1) per structure  None required None required None required  Two (2) spaces per establishment  One (1) per structure None required One (1) per establishment One (1) space per establishment
Hotels and Motels Housing (Congregate) Assisted-living facilities  Duplex Independent (restricted) facilities Multi-family / Apartments  Single-family, attached and detached Industrial Uses  Libraries Boarding Houses / Bed and Breakfasts Medical Clinics Manufactured Home Park Offices and Office Buildings Residential (Single-family, attached and detached) Roadside stands Service Oriented Establishments Theaters, Auditoriums, and Places of	plus, .75 times the maximum number of employees during the largest shift. One (1) space per rental unit  One (1) space per two dwelling unit plus 1 space per employee on the largest shift Two (2) spaces per dwelling unit One (1) space per dwelling unit Two (2) spaces per dwelling unit. One (1) space per sleeping units are lo cated, plus, one (1) additional space per apartment (for 1 and 2 sleeping units), and 1½ spaces per apartment (for 3 sleeping units) to accommodate guest parking. Two (2) spaces per dwelling unit  .75 times the maximum number of employees during the largest shift One (1) space 500 s.f. of net floor area One (1) space per rental units Five (5) spaces per staff doctor, dentist, chiropractor Two (2) per dwelling unit One (1) space per 200 s.f. of net floor area Two (2) spaces per dwelling unit with 1 required to be enclosed Four (4) spaces per establishment One (1) space per 200 s.f. of net floor area	One (1) per structure  None required None required None required  None required  Two (2) spaces per establishment  One (1) per structure None required One (1) per establishment

ORDINANCE NO.	(Cont.)
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SECTION 6. Section 36-8, 36-26, 36-78, 36-96, and 36-97 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 7. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

provided 6.	y 14.vv.		
	Enacted: May 24, 2005.		
		T 37 ' 1 34	
		Jay Vavricek, Mayor	
Attest:			

RaNae Edwards, City Clerk



Tuesday, May 24, 2005 Council Session

# Item F3

#8977 - Consideration of Amendments to Chapter 19 of the Grand Island City Code Relative to Library Board Authority

**Staff Contact: Doug Walker** 

# **Council Agenda Memo**

From: Douglas R. Walker, City Attorney

**Meeting:** May 24, 2005

**Subject:** Public Hearing on Amending Chapter 19 of the Grand

Island City Code Relative to Library Board Authority

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

**Presente** r(s): Douglas R. Walker, City Attorney

### **Background**

An amendment to the City Code is being requested to make it consistent with the provisions of the Nebraska statutes. Section 19-5 of the City Code sets forth the various powers of the Library Board to acquire property. The changes that are being proposed would grant the Library Board all of the powers granted in Section 51-210 of the Nebraska statutes.

## **Discussion**

As currently drafted, City Code Section 19-5 gives the Library Board most of the powers to acquire property that are mentioned in <u>Neb. Rev. Stat.</u>, §51-210 with the exception of the authority to use eminent domain. This Nebraska statute states that a Library Board shall have these powers and the proposed ordinance will now reflect the language of <u>Neb. Rev. Stat.</u>, §51-210 and grant the Library Board the power of eminent domain and to condemn real estate for the purpose of securing a site for a Library building.

### **Alternatives**

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

- 1. Move to approve the amendments to Section 19-5 of the Grand Island City Code.
- 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 ordinance which will revise Section 19-5 of the City Code to include granting the Library Board the power to use eminent domain and to condemn real estate for the purpose of securing a site for a Library which Neb. Rev. Stat., §51-210 states that a Library shall have.

## **Sample Motion**

Motion to approve the ordinance amending Section 19-5 of the Grand Island City Code.

#### ORDINANCE NO. 8977

An ordinance to amend Chapter 19 of the Grand Island City Code; to amend Section 19-5 pertaining to the Library Board authority; to repeal Section 19-5 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 19-5 of the Grand Island City Code is hereby amended to read as follows:

#### §19-5. Library Board; Powers Generally

The board of directors of the public library shall have power to purchase or lease grounds, to exercise the power of eminent domain and to condemn real estate for the purpose of securing a site for a library building; to erect, lease or occupy any appropriate building for the use of such library; to appoint a suitable librarian and assistants, to fix their compensation and to remove their appointments in accordance with the Personnel Rules of the City; to establish regulations for the government of such library as may be deemed necessary for its preservation and to maintain its usefulness and efficiency; to fix and impose by general rules, penalties and forfeitures for trespasses or injury upon or to the library, grounds, rooms, books or other property, or the failure to return any book, or for any violation of any bylaw or regulation; and to exercise such power as may be necessary to carry out the spirit and intent of Neb. Rev. Stat. §51-201 through §51-219 and to carry out the provisions of this chapter in establishing and maintaining the public library and reading rooms.

SECTION 2. Section 19-5 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

### ORDINANCE NO. 8977 (Cont.)

Enacted: May 24, 2005.

	Jay Vavricek, Mayor	
Attest:		
RaNae Edwards, City Clerk		



Tuesday, May 24, 2005 Council Session

# Item F4

#8978 - Consideration of Amendments to Chapter 31 of the Grand Island City Code Relative to Signs

**Staff Contact: Craig Lewis** 

# Council Agenda Memo

From: Craig Lewis – Building Department Director

**Meeting:** May 24, 2005

**Subject:** Amendments to Chapter 31 Regarding Development

Signs

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

**Presenter(s):** Craig Lewis

### **Background**

Edgemark Development and Tri City Sign Company have submitted a request to amend the City Sign Code to allow for the installation of signs within a development which will facilitate identification of the development and individual tenants within that development. Currently the City Code would define these types of signs as off-premise signs or billboards. Because of that classification many locations within the development would not be allowable for the placement of development signs as the spacing of an off-premise sign would require a separation of 800 to 500 feet.

The second part of the amendment is Staff driven and will modify the criteria for when damaged legal nonconforming signs may not be replaced.

## **Discussion**

Currently the Sign Code would define that any sign advertising goods or services not located on the property in which the sign is located as an off-premise sign and would be required to comply with all the restrictions of the Sign Code for that type of sign. One of those restrictions is that no other off-premise sign shall be located within an 800 foot radius. By the current definitions a development sign would be an off-premise sign and fairly limited by other signs on adjacent properties.

In this particular case there are three existing billboards along the west side of Highway 281 and their location would not allow for any additional signs defined as a billboard on the east side of the Highway within 800 feet.

To allow for subdivisions to provide identification and development signs is a reasonable request and the proposed limitations should provide the opportunity to facilitate that request.

The second part of this proposed amendment will change the language and place the burden of damage of non conforming signs not on the estimated dollar amount of the repairs but on the physical components and structure of the sign. This should eliminate debate over the estimated value of the sign and the cost of repairs. Determination of the extent of the damage will be based upon the physical members of the sign not an arbitrary or estimated value.

### **Alternatives**

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

- 1. Move to approve the proposed ordinance
- 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 City Council approve the proposed ordinance to amend the City Sign Code to allow for development signs.

## **Sample Motion**

Motion to approve Ordinance #8978.

#### ORDINANCE NO. 8978

An ordinance to amend Chapter 31 of the Grand Island City Code; to amend Section 31-1 pertaining to definitions; to add Section 31-25.1 pertaining to development signs; to amend Section 31-42 pertaining to legal nonconforming signs; to repeal Sections 31-1 and 31-42 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 31-1 of the Grand Island City Code is hereby amended to read as follows:

#### §31-1. Definitions

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section.

<u>Back-to-Back Sign</u>. An off-premise sign consisting of two sign facings oriented in opposite directions with not more than two faces per sign facing.

*Cloth Sign*. Any sign executed upon or composed of any flexible fabric.

Development Sign. A ground sign whose purpose is to identify business located within a retail subdivision or commercial development.

<u>Directional Sign</u>. A sign erected for the convenience of the public, such as for directing traffic movement, parking, or identifying restrooms, public telephones, walkways and other similar features or facilities, and bearing no advertising message.

<u>Double Faced Sign</u>. An off-premise sign with two adjacent faces oriented in the same direction and not more than ten (10) feet apart at the nearest point between the two faces.

*Facing*. That portion of an off-premise sign upon which advertising is affixed or painted and visible in one direction at one time.

*Flat Sign*. Any sign so attached to a building or other structure that it projects beyond the building line, but extends parallel or substantially parallel thereto.

<u>Free Standing Sign</u>. Any sign that shall have as its supports, wood or steel columns, pipe, angle iron framing, or any other combination of these materials, other than ground signs as defined herein.

<u>Ground Sign</u>. Any sign which is supported by uprights or braces placed upon or extending into the ground.

<u>Horizontal Sign</u>. Any sign whose horizontal dimension is greater than its vertical dimension, or whereon the subject matter is so placed that it reads at an angle less than forty-five degrees with a horizontal line.

<u>Mobile Sign</u>. Any sign structure designed and constructed to be moved by means of wheels or skids which proposes any announcement, declaration, demonstration, display, or illustration used to advertise or promote the interests of any person when the same is placed out of doors in view of the general public. This shall not include signs anchored or attached to vehicles or trailers parked and used primarily as a static advertising display, visible from the public right-of-way.

<u>Multi-faced Sign</u>. An off-premise sign comprised of sections which rotate to display a series of advertisements, each advertisement being displayed for at least six (6) seconds continuously without movement; the duration of movement of sections between advertisements not exceeding two (2) seconds.

Official Sign. A sign erected by a governmental agency or its designee, setting forth information pursuant to law.

Approved as to Form	¤
May 18, 2005	¤ City Attorney

#### ORDINANCE NO. 8978 (Cont.)

Off —Premise Outdoor Advertising Sign. A sign, including the supporting sign structure, which is visible from a street or highway and advertises goods or services not usually located on the premises and/or property upon which the sign is located; also called "billboard." The following shall not be considered an off-premise sign for the purposes of this Chapter: (1) directional or official signs authorized by law; (2) real estate signs; (3) on-premise signs.

<u>On-Premise Sign</u>. A sign which advertises the primary goods or services or taking place upon the premises on which the sign is located.

<u>Projecting Sign</u>. Any sign attached to a building or other structure and extending beyond the building line either perpendicularly or at any angle other than parallel thereto.

<u>Real Estate Sign</u>. Any sign which advertises the sale or lease of the property upon which the sign is located. <u>Roof Sign</u>. Any sign which is supported by uprights or braces placed upon or extending into the roof of any building or other structure.

<u>Sign.</u> Any device composed of one or more letters, words, pictures, figures, characters, symbols or emblems, or any combination or grouping thereof which prefigures, typifies, or represents one or more ideas.

<u>Transparent Sign</u>. Any sign illuminated from within and made of glass or similar material containing opaque lettering upon a translucent letter upon an opaque ground.

<u>V-Type Sign</u>. Any off-premise sign structure which consists of multiple sign facings placed at angles of each other, oriented in different directions and not exceeding twenty (20) feet apart at the nearest point to each other.

<u>Vertical Sign</u>. Any sign whose horizontal dimension is less than its vertical dimension, or whereon the subject matter is so placed that it reads at an angle of forty-five degrees or greater with a horizontal line.

Wall Sign. Any sign which is painted or otherwise directly depicted upon a wall.

SECTION 2. Section 31-25.1 is hereby added to the Grand Island City Code to

read as follows:

#### §25-25.1. Development Signs

<u>Development signs shall be allowed under the following conditions:</u>

- (A) Only allowed on subdivisions of twenty (20) acres or more that front on at least one side on a street classified as a major arterial or higher.
  - (B) Limited to one per street frontage of the development.
- (C) Limited to thirty (30) feet in height or the height specified in the zoning classification, whichever is the most restrictive.
- (D) Limited to no more than two hundred (200) square feet in area. Double faced signs shall be calculated on the largest side only.
- (E) Development signs shall be separated a minimum of fifty (50) feet from all other signs, and shall be at least five (5) feet from all property lines.
- (F) A minimum of ten percent (10%) of the sign face shall identify the development with the remaining square footage advertising tenants within the development and within five hundred (500) feet of the sign.
- (G) Development signs as defined in this chapter shall not be classified as billboards or off-premise signs for the purpose of spacing of off-premise signage on other properties, provided they meet the provisions specified.
- (H) No signs defined as billboards shall be allowed within the subdivision if the provision of development signs is utilized.

SECTION 3. Section 31-42 of the Grand Island City Code is hereby amended to

read as follows:

### ORDINANCE NO. 8978 (Cont.)

#### §31-42. Legal Nonconforming Signs

Enacted: May 24 2005

(A)—Any off-premise sign lawfully erected and in existence on the effective date of this ordinance which does not meet the requirements of this ordinance may be maintained as a matter of right as a legal nonconforming sign. The sign may be maintained and repaired provided the degree of nonconformity is not increased. If for any reason the sign is damaged to the extent that the repairs are equal to or exceed fifty percent (50%) of the physical components the cost of the replacement of the sign it may not be repaired or replaced unless it will comply with all requirements of this Article.

(B) Within the first six (6) months following the passage of these requirements, any existing off-premise sign lawfully in existence may be rebuilt excluding the requirements as specified in Section 31-46(A).

SECTION 4. Sections 31-1 and 31-42 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 5. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted. May 21, 2005.		
	Jay Vavricek, Mayor	
Attest:		
RaNae Edwards, City Clerk		



# Tuesday, May 24, 2005 Council Session

# Item G1

## **Approving Minutes of May 10, 2005 City Council Regular Meeting**

The Minutes of May 10, 2005 City Council Regular Meeting are submitted for approval. See attached MINUTES.

**Staff Contact: RaNae Edwards** 

#### OFFICIAL PROCEEDINGS

#### CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING May 10, 2005

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 May 10, 2005. Notice of the meeting was given in the *Grand Island Independent* on May 4, 2005.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Walker, and Haase. Councilmember Hornady was absent. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Finance Director David Springer, Public Works Director Steve Riehle, and City Attorney Doug Walker.

<u>INVOCATION</u> was given by Councilmember Jackie Pielstick followed by the <u>PLEDGE OF</u> ALLEGIANCE.

<u>MAYOR COMMUNICATION</u>: Mayor Vavricek commented on the severe weather alert and the St. Francis 9-Tower Addition.

### PRESENTATIONS AND PROCLAMATIONS:

<u>Proclamation "Salvation Army Week" May 9-15, 2005.</u> Mayor Vavricek proclaimed the week of May 9-15, 2005 as "Salvation Army Week". Roger Nygaard, Captain Debra Richardson, Rod and Amy Mohler of the Salvation Army were present to receive the proclamation.

### PUBLIC HEARINGS:

Public Hearing on Request of Nebraska Steak Company, Inc. dba Whiskey Creek, 1016 Diers Avenue for a Catering Liquor License. City Clerk RaNae Edwards reported that Nebraska Steak Company, Inc. dba Whiskey Creek, 1016 Diers Avenue had submitted an application with the City Clerk's Office for a Catering Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 18, 2005; notice to the applicant of date, time, and place of hearing mailed on April 18, 2005; notice to the general public of date, time, and place of hearing published on May 4, 2005; and Chapter 4 of the City Code. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 2250 N. Diers Avenue. (Capital Park Development Co.) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 2250 N. Diers Avenue was required in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to correct the discrepancy discovered and correct the paperwork at the

least cost for both the Utilities Department and the business owner. No public testimony was heard.

<u>Public Hearing on Acquisition of Utility Easement Located at 2620 N. Diers Avenue. (Yogi Motel, Inc.)</u> Gary Mader, Utilities Director reported that acquisition of a utility easement located at 2620 N. Diers Avenue was required in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to correct the discrepancy discovered and correct the paperwork at the least cost for both the Utilities Department and the business owner. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located North of Capital Avenue and East of the Ord Branch Union Pacific Railroad. (Bradley and Amy Petersen) Gary Mader, Utilities Director reported that acquisition of a utility easement located north of Capital Avenue and east of the Ord Branch Union Pacific Railroad was required in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to place primary electrical underground cable and a single phase transformer to provide electric service to a new home. No public testimony was heard.

<u>Public Hearing Concerning the Bi-Annual Report by the Citizens' Review Committee on the Economic Development Program Plan.</u> Doug Walker, City Attorney reported that the Citizens Advisory Review Committee is required by State Statute to make a semi-annual report to the City Council. Mr. Walker introduced Marlan Ferguson, Executive Director of Economic Development Corporation and Lisa Willman, member of the Citizens' Review Committee who gave the Economic Development Program Plan Report. No public testimony was heard.

Due to a tornado warning the Council recessed at 7:30 p.m. and reconvened at 9:02 p.m.

<u>Public Hearing on Amendment for the Community Development Block Grant Funds.</u> Joni Kuzma, Community Development Administrator reported that the number of applications received for home located in the CDBG project area had been insufficient to meet the contracted number of homes needed to meet the grant termination deadline. Proposed was to amend the Block Grant application to expand the CDBG project area in the northeast part of Grand Island and to encompass the entire City. No public testimony was heard.

#### ORDINANCES:

Councilmember Pielstick moved "that the statutory rules requiring ordinances to be read by title on three different days be suspended and that ordinance numbered:

#8974 - Consideration of Creation of Sanitary Sewer District No. 518; Westwood Subdivision & Westwood Second Subdivision (Driftwood, Maywood, Sweetwood, Greenwood, & Norwood Drives and Driftwood & Redwood Courts)

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of this ordinance on first reading and then upon final passage

and call for a roll call vote on each reading and then upon final passage." Councilmember Walker seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Steve Riehle, Public Works Director reported that a petition was submitted by residents in the area requesting the creation of a sanitary sewer district and it passed the protest period. Discussion was had on the cost of the district.

Motion by Whitesides, second by Haase to approve Ordinance #8974.

City Clerk: Ordinance #8974 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #8974 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #8974 is declared to be lawfully adopted upon publication as required by law.

<u>CONSENT AGENDA:</u> Motion by Gilbert, second by Cornelius to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Receipt of Official Documents – Pawnbroker's Official Bonds for Wayne's Pawn Shop, G. I. Loan Shop, and Stewart's Loan and Pawnshop. Councilmember Meyer abstained.

Receipt of the Economic Development Program Plan Report.

Approving Minutes of April 26, 2005 City Council Regular Meeting.

Approving Minutes of May 3, 2005 City Council Study Session.

Approving Re-Appointments of Buzz Douthit, Mike Toukan, Scott Zana, and Bill Martin to the Business Improvement District #4 Board.

Approving Request of Nebraska Steak Company, Inc. dba Whiskey Creek, 1016 Diers Avenue for a Catering License.

<u>Approving Request of Alan Niesen, 727 Madden Road, Hastings, Nebraska for Liquor Manager</u> Designation for K-Mart, 3535 West 13<sup>th</sup> Street.

#2005-136 – Approving Acquisition of Utility Easement Located at 2550 N. Diers Avenue. (Capital Park Development Co.)

#2005-137 – Approving Acquisition of Utility Easement Located at 2620 N. Diers Avenue. (Yogi Motel, Inc.)

- #2005-138 Approving Acquisition of Utility Easement Located North of Capital Avenue and East of the Ord Branch Union Pacific Railroad. (Bradley and Amy Petersen)
- #2005-139 Approving Bid Award for Water Main District No. 449T North Road and Faidley Avenue with Starostka Group Unlimited, Inc. of Grand Island, Nebraska in an Amount of \$317,802.96.
- #2005-140 Approving Agreement with the Grand island Softball Association.
- #2005-141 Approving Renewal of Lease at Cornhusker Army Ammunition Plant for Storage Building with the Nebraska State Patrol for an Annual Fee of \$500.00 and an Upgrade of 3-Phase Electrical Service Line in an Amount of \$2,465.00.
- #2005-142 Approving Continuation of Sanitary Sewer District No. 517, Deadwood Subdivision. (Arch Avenue & Johnstown Road Area)
- #2005-143 Approving Amendment for Community Development Block Grant Funds.
- #2005-144 Approving Exchange Bank to the Approved Financial Institutions List for Public Funds.
- #2005-145 Approving Renewal of Farm Leases with Larry Knuth, Mike Lilienthal, Ken Clausen, Jack Webb, Mike Peters, Gerald Bremer, Quaring Farms, Robert Nunnenkamp, and Matt Tureck.
- #2005-146 Approving Bid Award for Final Clarifier Improvements for the Wastewater Treatment Plant (Electrical) with Middleton Electric, Inc. of Grand Island, Nebraska in an Amount of \$38,387.00.
- #2005-147 Approving Bid Award for Final Clarifier Improvements for the Wastewater Treatment Plant (Painting) with HEG Painting Company, Inc. of Cherokee, Iowa in an Amount of \$136,310.00.
- #2005-148 Approving Bid Award for Final Clarifier Improvements for the Wastewater Treatment Plant (Installation) with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$181,832.00. Councilmember Pielstick commented on the difference between the bids received stating we would see a lot of change orders. Pielstick voted no.

#### REQUESTS AND REFERRALS:

Consideration of Request from Ray and Dianne Stahla to Amend Mobile Home Part Permit. Craig Lewis, Building Department Director reported that a request had been received to amend the mobile home park permit for Stahla Mobile Home Park to allow 2 recreational vehicle lots on Lot #59. It was stated that this would not be for a permanent recreational vehicle space.

Motion by Pielstick, second by Whitesides to approve the request of Ray and Dianne Stahla. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Referral to the Regional Planning Commission the Request from Jeremy and Tina Trotter for Property Located in the S1/2 SW1/4 of Section 3-11-9 and other Properties as Suggested by City Administration for Annexation in the City of Grand Island. Chad Nabity, Regional Planning Director reported that a request had been received to consider annexation of property located at 1024 Capital Avenue. City Administration suggested additional annexation areas. Nebraska Statutes provides for the process of annexation to be referred to the Regional Planning Commission by the Mayor and City Council.

Motion by Whitesides, second by Cornelius to refer this issue to the Regional Planning Commission. Upon roll call vote, all voted aye.

### **RESOLUTIONS**:

#2005-149 – Approving Notification to Property Owners to Install Sidewalk; Various Locations within Grand Island. Steve Riehle, Public Works Director reported that Council action was required to send notification to property owners to install sidewalk as presented in the Five-Year Sidewalk Plan presented to Council at the November 16, 2004 Study Session. The sidewalk plan was reviewed by Council.

Motion by Pielstick, second by Haase to approve Resolution #2005-149.

Discussion was had concerning areas that were not included in the plan.

Motion by Cornelius, second by Whitesides to amend the motion to add sidewalks on the south side of Manchester Road from Independence Avenue to Mansfield Road and the west side of Mansfield Road from Cannon Road to Manchester Road. Upon roll call vote, all voted aye. Motion adopted.

Gary Greer, City Administrator suggested that a traffic study be done around Westridge Middle School.

Upon roll call vote of the original motion with amendment, all voted aye. Motion adopted.

#2005-150 – Approving Authorization to Perform Emergency Repair on Sanitary Sewer Main located in the Alley between 5<sup>th</sup> Street and 6<sup>th</sup> Street from Kimball to Oak Street. Steve Riehle, Public Works Director reported that on April 25, 2005 a sewer line broke in the alley between 5<sup>th</sup> Street and 6<sup>th</sup> Street from Kimball to Oak Street and emergency repairs were needed. Mr. Riehle requested using the City's emergency procurement procedures to issue a purchase order for the work.

Motion by Gilbert, second by Haase to approve Resolution #2005-150. Upon roll call vote, all voted aye. Motion adopted.

### PAYMENT OF CLAIMS:

Motion by Cornelius, second by Haase to approve the Claims for the period of April 27, 2005 through May 10, 2005, for a total amount of \$2,964,131.32. Motion adopted unanimously. Councilmember Pielstick abstained from Claims #97923 and #98046.

ADJOURNMENT: The meeting was adjourned at 9:25 p.m.

RaNae Edwards City Clerk



# Tuesday, May 24, 2005 Council Session

# Item G2

## Approving Minutes of May 17, 2005 City Council Study Session

The Minutes of May 17, 2005 City Council Study Session are submitted for approval. See attached MINUTES.

**Staff Contact: RaNae Edwards** 

#### OFFICIAL PROCEEDINGS

#### CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL STUDY SESSION May 17, 2005

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 17, 2005. Notice of the meeting was given in the *Grand Island Independent* on May 11, 2005.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following members were present: Councilmember's Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Pauly, Hornady, Walker, and Haase. Councilmember Cornelius was absent. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Finance Director David Springer, Public Works Director Steve Riehle, and City Attorney Doug Walker

Mayor Communication: Mayor Vavricek commented on the following:

- We were under a severe thunderstorm and flood watch
- FEMA will be here tomorrow (May 18, 2005) to assess the damage of the May 11, 2005 flood
- Meeting May 18, 2005 at College Park with the Environmental Protection Agency (EPA) regarding superfund site
- Reminder that all Red Cross Disaster Assistance was free
- Commented on stress associated with the flood
- National Guard looking at closing armory's across Nebraska
- Heartland Events Center moving forward, County approved a lodging tax
- Paul Briseno, Assistant to the City Administrator reported on the 2005 Wood River Flood Diversion Project and the May 11, 2005 Flood

<u>Discussion Concerning 12-Hour Shifts for Police Department.</u> Police Chief Kyle Hetrick reported that the Police Department was always examining ways to provide better service to the citizens, make better use of human resources, reduce overtime, and provide for a healthier/family-friendly and more productive work-force. Also present were Captain Pete Kortum, Sgt. Dean Elliott, and Sgt. Steve Rathman.

As the nature of policing demands twenty-four hour, 7-day-a-week, 365 days a year coverage, work schedules vary across the nation. The Grand Island Police Department had been on a 3-shift, 8-hour day schedule for the better part of forty years. Chief Hetrick stated there were distinct advantages to modifying the traditional 8-hour work-day for the Patrol Officers to a 12-hour schedule.

Presented was a PowerPoint explaining the advantages of a 12-hour shift including a safer community, better use of human resources, to better serve the citizens, provide for a healthier more family-friendly environment for the officers, and reduce overtime.

The following research by Arturo Vega and Michael J. Gilbert were reported as advantages:

- Reported positive impacts on both productivity and attitudes
- Improved output, morale, customer relations, recruitment
- Reduced absenteeism, turnover, overtime, operation expenses
- Fatigue not the issue, communication lapses were

The following Police agencies contacted currently work 12-hour shifts:

- Bellevue Police Department
- LaVista Police Department
- Hastings Police Department
- North Platte Police Department
- Papillion Police Department
- Norfolk Police Department
- Beatrice Police Department
- Cedar Rapids, Iowa Police Department

Chief Hetrick recommended a 12-Hour shift with 4 teams working two days on, two off, three on, two off, two on, and three off every two weeks for a total of 84 hours at straight time. Budget considerations were presented with cost savings to the department. 77% of 71 Police Officers polled were in favor with 23% opposed. Chief Hetrick stated an addendum to the existing FOP contract and six month notification was required when changing the work-week. The goal was to implement the shift change in January 2006.

Discussion was held with regards to power shifts, which were officers coming in early to bridge the change in shifts. Also discussed was the number of officers on the street during busy times. Councilmember Haase recommended a survey of overtime hours and the reasons for them. City Administrator Gary Greer questioned how involved the Council wanted to get involved in this area.

Councilmember Hornady commented on the 12-hour shifts at Hornady Manufacturing and that it worked well.

Chief Hetrick presented the following challenges:

- Resistance to organizational change
- Fatigue manage work day (minimal factor)
- Communication need for getting officers up-to-speed after days off
- Electronic briefing Spillman "Involvements"

Chief Hetrick recommended a 12-hour shift from 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. with a power shift. Captain Pete Kortum commented on the power shift, using K-9 unit on evening shifts and Motor unit/cars on the day shifts. This change would only affect the Patrol Division and would not affect the Criminal Investigation Division (CID), Drug Unit, or the Administration Division. It would affect 46 of the 77 Police Officers.

Police Sgt. Steve Rathman commented on the benefits of recruiting with a 12-hour shift.

Councilmember Pielstick invited the Council to the Project Extra Mile meeting this Thursday, May 19, 2005 at 10:00 a.m. at College Park regarding liquor licenses.

ADJOURNMENT: The meeting was adjourned at 8:25 p.m.

RaNae Edwards City Clerk



Tuesday, May 24, 2005 Council Session

## Item G3

# **Approving Re-Appointments to the Community Development Advisory Board**

The Mayor has submitted the reappointments of Bobby Ranard and Lisa Crumrine to the Community Development Advisory Board. The appointments would become effective July 1, 2005, upon approval by Council, and would expire June 30, 2008. Approval is recommended.

**Staff Contact: Mayor Vavricek** 



Tuesday, May 24, 2005 Council Session

# Item G4

Approving Request of Orozco's Corporation dba El Diamante Night Club, 1600 South Eddy Street for Class "C" Liquor License

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

**Staff Contact: RaNae Edwards** 



Tuesday, May 24, 2005 Council Session

# Item G5

Approving Request of Rafael Orozco, 2105 North Nashville for Liquor Manager Designation for El Diamante Night Club, 1600 South Eddy Street

**Staff Contact: RaNae Edwards** 

# **Council Agenda Memo**

From: RaNae Edwards, City Clerk

**Meeting:** May 24, 2005

**Subject:** Request of Rafael Orozco, 2105 North Nashville for

Liquor Manager Designation for El Diamante Night

Club, 1600 South Eddy Street

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

**Presente** r(s): RaNae Edwards, City Clerk

### **Background**

Rafael Orozco, 2105 North Nashville has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class 'C" Liquor License for El Diamante Nigh Club, 1600 South Eddy Street. This application has been reviewed by the Police Department and City Clerk's Office.

### **Discussion**

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. All departmental reports have been received.

### **Alternatives**

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

- 1. Approve the request.
- 2. Forward the request with no recommendation.
- 3. Take no action on the request.

## Recommendation

City Administration recommends that the Council approve this request for a Liquor Manager Designation.

# **Sample Motion**

Move to approve the request of Rafael Orozco, 2105 North Nashville for Liquor Manager Designation in conjunction with the Class "C" Liquor License for El Diamante Night Club, 1600 South Eddy Street.



Tuesday, May 24, 2005 Council Session

# Item G6

#2005-151 - Approving Acquisition of Utility Easement - North Side of Platte River, Northeast of Hwy. 281 - Kuehner

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

**Staff Contact: Gary R. Mader** 

#### RESOLUTION 2005-151

WHEREAS, a public utility easement is required by the City of Grand Island, from William V. Kuehner and Carolyn E. Kuehner, husband and wife, and Kuehner Farms, Inc., a Nebraska corporation, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on May 24, 2005, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of the Southwest Quarter (SW1/4), also known as part of Lot Four (4) Mainland and a part of Lot Three (3) Mainland, Section Seventeen (17), Township Ten (10) North, Range Nine (9) West of the  $6^{th}$  P.M. in Hall County, Nebraska, the centerline of the twenty (20.0) foot wide utility easement and right-of-way being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW1/4), also known as part of Lot Four (4) Mainland, Section Seventeen (17), Township Ten (10) North, Range Nine (9) West; thence southerly along the westerly line of said Section Seventeen (17), Township Ten (10) North, Range Nine (9) West, a distance of Two Thousand Eighty Four and Fifty Three Hundredths (2,084.53) feet; thence easterly and perpendicular to the previously described line, a distance of Eighty Seven and Sixteen Hundredths (87.16) feet to a point on the easterly right-of-way line of U.S. Highway 281; thence deflecting left 45°48'20" and running northeasterly, a distance of Eight Hundred Twenty Two and Five Tenths (822.5 +/-) feet more or less, to a point on the easterly line of the easterly line of the West Half (W1/2) of the Southwest Quarter (SW1/4), also known as Lot Four (4) Mainland, said point being the ACTUAL point of beginning; thence continuing northeasterly on the last described course, a distance of One Thousand Seven and Five Tenths (1,007.5 +/-) feet more or less. The side lines of the above describe tract shall be prolonged or shortened, as required, to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing 0.045 acres, more or less, as shown on the plat dated April 18, 2005, 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 William V. Kuehner and Carolyn E. Kuehner, husband and wife, and Kuehner Farms, Inc., a Nebraska corporation, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2005.

RaNae Edwards, City Clerk

Approved as to Form ¤ \_\_\_\_\_ May 19, 2005 ¤ City Attorney



Tuesday, May 24, 2005 Council Session

# Item G7

#2005-152 - Approving Acquisition of Utility Easement - Southwest Corner of 2nd and Greenwich - JBWS Property Group LLC

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

Staff Contact: Gary R. Mader

#### RESOLUTION 2005-152

WHEREAS, a public utility easement is required by the City of Grand Island, from JBWS Property Group, L.L.C., a limited liability company, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on May 24, 2005, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of Fractional Lot Two (2), Fractional Block Twenty (20) in Arnold and Abbott's Addition and its complement to wit: Fractional Lot Two (2), Fractional Block One Hundred Twenty (120) in Railroad Addition to the City of Grand Island, Hall County, Nebraska, the centerline of the twenty (20.0) foot wide utility easement and right-of-way being more particularly described as follows:

Commencing at the southwest corner of Fractional Lot Two (2), Fractional Block Twenty (20) in Arnold and Abbott's Addition; thence easterly along the southerly line of said Fractional Lot Two (2), a distance of Twenty Five (25.0) feet to the ACTUAL Point of Beginning; thence northerly and parallel to the westerly line of said Fractional Lot Two (2), a distance of Fifty Eight (58.0) feet.

The above-described easement and right-of-way containing 0.027 acres, more or less, as shown on the plat dated May 2, 2005, 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 JBWS Property Group, L.L.C., a limited liability company, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2005.

RaNae Edwards, City Clerk



Tuesday, May 24, 2005 Council Session

# Item G8

#2005-153 - Approving Bid Award for the UV Disinfection System for the Wastewater Treatment Plant; Project 2004-WWTP-1

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

From: Steven P. Riehle, Public Works Director

**Meeting:** May 24, 2005

**Subject:** Approving Bid Award for the UV Disinfection

System for the Wastewater Treatment Plant; Project

2004-WWTP-1

**Item #'s:** G-8

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

## **Background**

The Wastewater Division of the Public Works Department advertised for bids for the UV Disinfection System on March 28, 2005.

### **Discussion**

Four bids were received and opened on April 28, 2005. The Waste Water Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bids that were received. All bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

Bidder	Exceptions	Bid Security	Total
Starostka Group –	None	Merchants Bonding Co.	\$1,879,400.00
Grand Island, NE			
Diamond Engineering	None	Universal Surety Co.	\$2,591,166.60
Group – Grand Island, NE			
Judds Brothers Construction	None	Inland Insurance Co.	\$2,464,400.00
Co. – Lincoln, NE			
Industrial Process	None	US Fidelity & Guaranty Co.	\$2,352,702.00
Technology, Inc. –			
Mitchell, SD			

The estimate for this project was \$300,000,000.00. There are sufficient funds in Account No. 53030054-85213 for this purchase.

## **Alternatives**

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

- 1. Make a motion to approve the bid to the lowest bidder for the UV Disinfection System, Project 2004-WWTP-1.
- 2. Refer the issue to a Committee
- 3. Postpone the issue to a future date.
- 4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council approve the bid to the lowest bidder, Starostka Group Co., in the amount of \$1,879,400.00.

### **Sample Motion**

Move to approve the bid for the UV Disinfection System, Project 2004-WWTP-1 to the Starostka Group Co., in the amount of \$1,879,400.00.

# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

Working Together for a Better Tomorrow, Today

#### **BID OPENING**

BID OPENING DATE: April 28, 2005 at 10:00 a.m.

FOR: UV Disinfection System (Project 2004-WWTP-1)

**DEPARTMENT:** Public Works

**ESTIMATE:** \$3,000,000.00

FUND/ACCOUNT: 53030054-85213

PUBLICATION DATE: March 28, 2005

NO. POTENTIAL BIDDERS: 11

#### **SUMMARY**

Bidder: Starostka Group Co. Diamond Engineering Co.

Grand Island, NE Grand Island, NE

Bid Security: Merchants Bonding Co. Universal Surety Co.

Exceptions: None None

Bid Price: \$1,879,400.00 \$2,591,166.60

Bidder: Judds Brothers Construction Co. Industrial Process Technology, Inc.

Lincoln, NE Mitchell, SD

Bid Security: Inland Insurance Co. US Fidelity & Guaranty Co.

**Exceptions:** None

Bid Price: \$2,464,400.00 \$2,352,702.00

cc: Steve Riehle, Public Works Director

Danelle Collins, Admin. Assist – PW

Gary Greer, City Administrator

Ben Thayer, WWTP Engineer

Roger Scott, WWTP Engineer

Dale Shotkoski, Purchasing Agent

Gary Greer, City Administrator

Dale Shotkoski, Purchasing Agent

Laura Berthelsen, Legal Assistant

#### RESOLUTION 2005-153

WHEREAS, the City of Grand Island invited sealed bids for UV Disinfection System (Project 2004-WWTP-1), according to plans and specifications on file with the Public Works Department; and

WHEREAS, on April 28, 2005, bids were received, opened and reviewed; and

WHEREAS, Starostka Group Co. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$1,879,400; and

WHEREAS, such bid is below the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Starostka Group Co. of Grand Island, Nebraska, in the amount of \$1,879,400 for UV Disinfection System (Project 2004-WWTP-1) is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2005.

RaNae Edwards, City Clerk



# **City of Grand Island**

Tuesday, May 24, 2005 Council Session

## Item G9

#2005-154 - Approving Acquisition of Property Located at 1221 West 3rd Street. (Grand Island Library Foundation, Inc. Previously Owned by Richard L. and Joyce L. Killham)

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

**Staff Contact: Doug Walker** 

City of Grand Island City Council

#### RESOLUTION 2005-154

WHEREAS, the Grand Island Public Library Foundation, Inc., a Nebraska non-profit corporation, has acquired real property west of the existing Edith Abbott Memorial Library at 1221 West Third Street, for the purpose of expanding and renovating such facility; and

WHEREAS, the Grand Island Public Library Foundation, Inc. has expressed an interest in donating such real property to the City of Grand Island; and

WHEREAS, a public hearing was held on May 24, 2005, for the purpose of discussing the proposed acquisition of property described as Fractional Lot Four (4), in Fractional Block Sixteen (16), in Arnold & Abbott's Addition and complement thereto, Fractional Lot Four (4), in Fractional Block Two (2), Spaulding & Gregg's Addition to the City of Grand Island, Hall County, Nebraska.

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 acquire by donation from the Grand Island Rublic Library Foundation, Inc., a Nebraska non-profit corporation, the property with a street address of 1221 West Third Street and legally described as Fractional Lot Four (4), in Fractional Block Sixteen (16), in Arnold & Abbott's Addition and complement thereto, Fractional Lot Four (4), in Fractional Block Two (2), Spaulding & Gregg's Addition to the City of Grand Island, Hall County, Nebraska, for the purpose of expanding and renovating the Edith Abbott Memorial Library.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2005.

RaNae Edwards, City Clerk



# **City of Grand Island**

Tuesday, May 24, 2005 Council Session

## Item G10

#2005-155 - Approving Cooperative Project Agreement with State of NE, Game and Parks Commission for Development and Maintenance of a 50 Yard Pistol and 100 Yard Rifle Range at CAAP

**Staff Contact: Steve Paustian** 

City of Grand Island City Council

# **Council Agenda Memo**

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

**Meeting:** May 24, 2005

**Subject:** Approving Cooperative Project Agreement with State of

Nebraska Game and Parks Commission for Development and Maintenance of a 50 yard Pistol and 100 yard Rifle

Range at CAAP

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

**Presenter(s):** Steve Paustian, Parks and Recreation Director

## **Background**

The Park and Recreation Department is continuing with the Development of the Heartland Public Shooting Park. To date all shotgun shooting venues are constructed and operational.

### **Discussion**

The Nebraska Game and Parks Commission are interested in seeing the construction of the pistol and rifle ranges. To assist in this development the State is willing to provide \$250,000.00 toward the construction of the 100 yard Rifle and 50 yard pistol range.

### <u>Alternatives</u>

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

- 1. Move to approve the agreement
- 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 contract agreement with the Nebraska Game and Parks Commission for the 250,000.00 of assistance for the construction of the rifle and pistol ranges.

## **Sample Motion**

Motion to approve agreement with the Nebraska Game and Parks Commission.

#### State of Nebraska Game and Parks Commission

### **Cooperative Project Agreement**

**Political Subdivision:** 

City of Grand Island

**Project Title:** 

City of Grand Island Rifle/Pistol Range

**Project Period:** 

2005 - 2006

Description of the Project: Development and maintenance of 50 yard pistol and 100 yard

rifle range and associated structures

**Project Cost:** 

\$250,000

By virtue of authority contained in Sections 13-801 to 13-827 inclusive, Revised Statues of Nebraska, the State of Nebraska, represented by the Nebraska Game and Parks Commission, hereinafter referred to as the Commission, does on this day hereby enter into an agreement with the City of Grand Island, Nebraska hereinafter referred to as the Political Subdivision, for the purpose of development of the range facility described in Part II.

In Consideration of the covenants of the Political Subdivision as hereinafter set forth, including such project plans, specifications and estimates as may be attached hereto and made a part of this agreement, the Commission hereby agrees to obligate to the Political Subdivision the amount of money specified herein, contingent upon available funds, to provide to the Political Subdivision appropriate funds for project expenditures.

The Political Subdivision agrees to execute the project stage as set forth herein in a timely and businesslike manner for the purposes intended and in accord with the following terms, conditions, and covenants:

#### **Special Project Terms and Provisions**

The Nebraska Game and Parks Commission shall not be held liable for default or breach of this agreement should the Political Subdivision sublease, contract or lease this recreation facility. The City of Grand Island, by utilizing funds resulting from this document, shall assume all liability from action resulting from the normal or abnormal use of the facility provided by this document. Other special provisions apply as indicated below:

#### A.

The multipurpose shooting facility must be available, free of charge, for use by the Nebraska Hunter Education Program, their volunteer instructors and students in an acceptable manner to facilitate educational use during activities concurrent with the Hunter Education Program.

#### В.

Fees charged to the public must not exceed amounts deemed acceptable for the region and will be kept within 50% of an average rate for this region.

#### C.

The multipurpose shooting facility must remain available to the public for a period of no less than 20 years.

#### $\mathbf{D}$ .

The 100 yard Rifle Range and 50 Yard Pistol Range, Ranges 1 and 3 noted in the Vargas Report and engineer blue prints, for which these funds are to be utilized exclusively, must be designed, constructed and maintained utilizing certified engineer specifications as specified by the National Rifle Association Range Guidelines as well as the Vargas Engineering Report and blue prints.

#### E.

The Commission shall provide the City of Grand Island the total obligated funds at the written request of the City of Grand Island in four equal installments of 25% of total obligated funds. The first installment of \$62,500 will be made no later than June 17, 2005. Upon proof of adequate progress, the second installment of \$62,500 will be made available by November 30, 2005. Upon proof of adequate progress, the third installment of \$62,500 will be made available by February 28, 2006. Upon proof of project completion, the fourth and final installment of \$62,500 will be made available.

#### F.

The 100 yard Rifle and 50 yard Pistol Range, for which these funds are to be utilized, must be made available to the public for a reasonable period of time each month for open public shooting, sight-in, recreational shooting, 4H Shooting Sports, Hunter Education and general public use.

#### G.

The City of Grand Island also agrees to provide for the associated Access Roads, Parking, Baffles and other safety features and Concrete Work associated with the Ranges 1 and 3 as referenced in the Vargas Engineering Report.

#### H.

The City of Grand Island agrees to have the above mentioned facilities completed and operational by September 30, 2006.

#### I.

The City of Grand Island agrees to prioritize and develop Range Facilities 1 and 3 prior to development of other facilities as outlined in the Vargas Engineering Plans.

In Witness whereof, the parties hereto have executed this agreement as of the date entered on the first page hereof and the covenants herein shall extend to and be binding upon the successors of the parties to this agreement.

# State of Nebraska Game and Parks Commission

By:		Rev	0 (	mark	Date:	May	2,	2003	5
-	Ne	hraska Ga	me a	nd Parks Commission	•	1			

#### **Political Subdivision**

	Date:	
Ву:	Title:	
Signature		
Signature  DMS 5-16-05		

#### **General Provisions**

#### Part I - Definitions

- A. The term "project" means the conditions outlined in the Project Agreement.
- B. The term "State" as used herein means the State of Nebraska.
- C. The term "Commission" as used herein means the Nebraska Game and Parks Commission.
- F. The term "Fund Assistance" or "Fund" refers to the financial resource created and maintained through authority and operation of the State of Nebraska.

#### Part II - General Conditions

- A. <u>Duration</u>. The term of this Agreement is for the period identified and date in the Project Period on page (one) of this agreement, and is subject to the 20 year operational commitment identified under part C of the Special Project Terms and Provisions.
- B. <u>Separate Entity</u>. This agreement creates no separate legal or administrative entity since none is required to carry out the purposes of this agreement.
- C. <u>Purpose</u>. The purpose of this agreement shall be to provide for the establishment and administration of a program of assistance and cooperation in the development, management and operation of a 100 yard rifle and 50 yard pistol facility at the former Corn Husker Army Ammunitions Plant in Hall County near Grand Island, Nebraska.

- D. <u>Funding</u>. This cooperative undertaking shall be funded as identified elsewhere in this agreement.
  - 1. The State hereby agrees to obligate to the Political Subdivision the amount of \$250,000.00, contingent upon available funds, to pay the Political Subdivision four installments of \$62,500.00 The first installment of \$62,500 will be made no later than June 17, 2005. Upon proof of adequate progress, the second installment of \$62,500 will be made available by November 30, 2005. Upon proof of adequate progress, the third installment of \$62,500 will be made available by February 28, 2006. Upon proof of project completion, the fourth and final installment of \$62,500 will be made available.

The Political Subdivision agrees to submit properly documented statements of costs for which grant funds are sought for approved grant activities on a form which will be supplied by the Commission. Proper documentation shall be considered to be original invoices containing the name, address and social security number or federal tax identification number of the vendor; and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the authorized representative of the Political Subdivision.

- 2. The Political subdivision shall budget for the costs and provide a copy of a resolution, motion or similar action duly adopted by the governing body of the Political Subdivision which states the following in part:
  - (a) that it has the intention and ability to finance the cost of the project.
  - (b) that designates a person as the official representative of the Political Subdivision to act in connection with the project proposed under this agreement.
  - (c) that it agrees to operate and maintain, at its sole expense, or cause to be operated and maintained, the property or facilities acquired or developed pursuant to this agreement including, but not necessarily limited to the following:
    - (1) The property shall be maintained so as to appear attractive and inviting to the public.
    - (2) Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards.
    - (3) Reasonable precautions will be taken for public safety which are commensurate with the use and objectives of the property and facilities developed under this project agreement.
    - (4) Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage

public use.

- (5) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
- (6) The project area will be posted with informational signs acknowledging the financial assistance received from the Nebraska Game and Parks Commission.
- 3. The Political Subdivision further agrees to provide the State with:
  - (a) A project boundary map which includes the area to be developed under the project.
  - (b) Evidence of ownership of the property in the form of a "Title Opinion" or some other evidence of adequate control for the normal life of the facilities.
- E. <u>Project Termination</u>. The essence of this agreement is a net gain in the quality of public outdoor recreation facilities and resources which shall become available to the citizens of the Political Subdivision and the State through the execution of this agreement. Failure of the Political Subdivision to comply with the terms of this agreement, except as provided herein, shall be cause for termination and suspension of all obligations of the State and Commission hereunder and of any future State or Federal assistance to the Political Subdivision.
  - (1) The Commission may temporarily suspend assistance under the project pending corrective action by the Political Subdivision or pending a decision to terminate the grant by the Commission.
  - (2) The Political Subdivision may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified or amended by the Political Subdivision only by mutual agreement.
  - (3) The Commission may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Commission will promptly notify the political Subdivision in writing of the determination and the reasons of the termination together with the effective date. Payments made to the Political Subdivisions under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
  - (4) The State may terminate grants in whole or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. The Political Subdivision shall not incur new obligation for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The State may allow full credit to the

- Political Subdivision for the share of noncancellable obligations, properly incurred by the grantee prior to termination.
- (5) Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Political Subdivision and the Commission or that all funds provided under this grant be returned to the Commission.
- F. Real Property. The State will not hold the title to the real property in the event of termination of the project or in the event that the project is completed in accord with this agreement.
- G. Breach of Contract. The Political Subdivision agrees that the benefit to be derived by the State from full compliance by the Political Subdivision with the terms of this agreement is the preservation, protection and a net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the Political Subdivision and of the State. The Political Subdivision further agrees, therefore, that the appropriate remedy in the event of a breach by the Political Subdivision of this agreement shall be the repayment of funds to the Nebraska Game and Parks Commission equal to the amount received under this contract or at a prorated amount depending on the date of such breach.

#### H. Nondiscrimination.

- 1. 1. The undersigned is subject to Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, disability or sex (in educational programs or activities).

  Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, disability or sex (in educational programs or activities).
- 2. The Political Subdivision shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in

admission or other fee may be maintained on the basis of residence as set forth in the Manual.

- I. Applicable Federal Circulars. The Political Subdivision shall comply with applicable regulations, policies, guidelines and requirements including Office of Management and Budget Circulars A-102 (Uniform administrative requirements for grants-in-aid to State and local governments), A-133 (Audits of State and Local Governments, and Non Profit Organizations) and A-87 (Cost principles applicable to grants and contracts with State and Local Governments) as they relate to the application, acceptance and use of State funds.
- J. Lobbying with Appropriated Funds. Grant moneys will not be utilized for lobbying.

#### K. Conflict of Interest.

- No official or employee of the Local, State or Federal Government who is authorized in an official capacity to negotiate, make, accept, approve or take part in any decision regarding a contract or subcontract in connection with this project, shall have any financial or other personal interest in any such contract or subcontract.
- 2. No person performing services for the Local, State or Federal Government in connection with this project shall have a financial or other personal interest other than employment or retention by the Local, State or Federal Government, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the Local, State or Federal Government shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the Political Subdivision, and such officer, employee or person has not participated in the acquisition for or on behalf of the Political Subdivision
- 3. No member or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
- 4. The Political Subdivision, the State and the Fish and Wildlife Service shall be responsible for enforcing the above conflict of interest provisions.
- L. Hatch Act. The Political Subdivision will comply with the provisions of the Hatch Act which provides that no officer or employee of the Political Subdivision whose principal employment is in connection with any activity which is financed in whole, or in part pursuant to this agreement, shall take part in any of the political activity proscribed in the Hatch Political Activity Act, 5 U.S.C. Sec. 118K (1964), with the exceptions therein

#### enumerated.

#### M. Retention and Custodial Requirements for Records.

- 1. Financial records, supporting documents, statistical records, and all other records pertinent to this agreement shall be retained for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
- 2. The retention period starts from the date of the final financial status report for the project.
- The Political Subdivision is authorized to substitute microfilm copies in lieu of original records.
- 4. The Commission, the Secretary of the Interior, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper and records of the Political Subdivision which are pertinent to this project for the purpose of making audit, examination excerpts and transcripts.

### N. <u>Project Execution</u>.

- 1. The development period shall begin with the date entered on page one (1) of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.
- 2. The Political Subdivision will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be completed with reasonable diligence.
- 3. The Political Subdivision will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (P.L. 90-480) and Section 504 of the Rehabilitation Act of 1973 (43 CFR 17), and with all State Statutes regarding handicapped accessibility, including, but not limited to, Nebraska Revised Statutes 1943, Reissue of 1976, Sections 81-5, 147 and 81-5,148. The Political Subdivision will be responsible for conducting inspections to ensure compliance with these specifications by the contractor, or self compliance in the event of force account construction projects.
- 4. The Political Subdivision shall secure completion of the work in accordance with

- approved construction plans and specifications, and shall secure compliance with all applicable Federal, State and local laws and regulations.
- In the event the project covered by the project agreement cannot be competed in accordance with the plans and specifications for the project, the Political Subdivision shall bring the project to a point of recreational usefulness agreed upon by the Political Subdivision and the Commission.
- 6. The Political Subdivision will provide and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress and final reports and other such information as the Commission may require.
- 7. The Political Subdivision will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement. In addition, the Political Subdivision will comply with all State Statutes regarding acquisition of real property and relocation including, but not necessarily limited to, Neb. Rev. Stat. Statutes 25-2501 through 2506 (Reissue 1985) and Neb. Rev. Stat. Statutes 76-1214 though 76-1242 (Reissue 1989).
- 8. The Political Subdivision will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control and abatement of water pollution, and Executive Order 11990, relating to the protection of wetlands.
- 9. The Political Subdivision will comply with all applicable State Statutes regarding acquisition and/or development of flood plains.
- The Political Subdivision will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, (P.L. 93-234) 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal

#### assistance.

- 11. The Political Subdivision will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the Commission of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The Political Subdivision agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970. The Political Subdivision further agrees to insert this clause into any contract or subcontract in excess \$100,000.00.
- 12. In accord with Section 106 or the National Historic Preservation Act and its implementing regulations 36 CFR 800, the Political Subdivision agrees to stop all work and to notify the Nebraska Game and Parks Commission and the State Historic Preservation Officer, Nebraska State Historical Society in the event that archeological remains are uncovered during the process of project construction. The Political Subdivision further agrees to defer all work until such time that the Nebraska State Historical Society has inspected the site and has authorized work activities to resume.

#### O. <u>Construction Contracts</u>.

- 1. Contracts for construction in excess of \$40,000.00 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids and public openings. Copies of all advertisements, bids and a copy of the contract shall be retained for inspection by the Commission. In the event that State and local laws require competitive bidding on contracts in amounts of less than \$40,000.00, the lower amount shall govern.
- 2. The Political Subdivision shall inform all bidders on contracts for construction that Federal and/or State funds are being used to assist in construction.
- 3. Written change orders shall be issued for all necessary changes in the facility being constructed under contract. Such change orders shall be submitted to the Commission for approval and shall be made a part of the project file and be kept available for audit.
- 4. Contracts for construction shall include a provision for compliance with the Copeland "Anti-kickback" Act (18 U.S.C. 874) as supplemented by Department of

Labor regulations (29 CFR, Part 3).

- 5. The Political Subdivision will comply with other procurement standards of OMB Circular A-102 Attachment 0, except for provisions related to compliance with Davis-Bacon Act requirements (unless required by a program providing supplemental funding). Should supplemental funding be provided which requires compliance with Davis-Bacon Act requirements all construction contracts awarded by the Political Subdivision in excess of \$2,000.00 shall include a provision for compliance with such Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
- 6. The Political Subdivision shall comply with Executive Order 11246, as amended, regarding equal opportunity for all persons without regard to race, color, religion, sex or national origin, employed or seeking employment with contractors performing under federally assisted construction contracts. In addition to Executive Order 11246, the following specific requirements shall be carried out by the Political Subdivision:
  - a. The Political Subdivision shall include the following in solicitation for offers and bids on federally assisted construction contracts over \$10,000.00: (1) "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity," including goals which are to be inserted by contracting officer or applicant. (2) "Standard Federal Equal Employment Opportunity Construction Contract Specification."
  - b. The Political Subdivision shall include the following in construction contracts over \$10,000.00:
    - a. Equal Opportunity Clause.
    - b. "Standard Federal Equal Opportunity Construction Contract Specification."
    - c. A Non-Segregated Facilities Certification signed by the prime contractor and subcontractor.
- c. The Political Subdivision shall provide notice of contract awards subject to these provisions to Director of (OFCCP) the Office of Federal Contract Compliance Program within 10 days after the award (Notice includes name, address and telephone number of contractor, employer identification number, dollar amount of contract, estimated starting and completion dates, contract number and geographic area in which the contract is to be performed).

- d. The Political Subdivision shall cooperate with the Director of the OFCCP in the implementation of the program.
- e. The Political Subdivision shall ensure that EEO posters are displayed in Federally assisted construction sites.
- f. The Political Subdivision shall ensure that contractors engaged in Federally assisted construction contracts are providing data and reports to the appropriate OFCCP regional office as required or requested.
- g. The Political Subdivision shall ensure that the provisions of the Equal Opportunity Clause are followed for construction contracts involving force account labor.
- h. The Political Subdivision shall carry out sanctions and penalties imposed upon the federally assisted construction contractor or subcontractor by the Secretary of Labor pursuant to the Executive Order 11246, as amended, and refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Executive Order 11246, as amended.
- i. The Political Subdivision shall incorporate, or cause to be incorporated, into all construction contracts exceeding \$10,000.00 the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) "The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."
- (2) "The contractor will state, in all solicitations or advertisements for employees placed by or on behalf or the contractor, that all qualified applications will receive consideration for employment without regard to race religion, color, sex or national origin."

- (3) "The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contract's commitments under Section 202 of Executive Order No. 11246, as amended (3 CFR 169 (1974)), and shall post copies of notices in conspicuous places available to employees and applicants for employment."
- (4) "The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations and relevant orders of the Secretary of Labor."
- (5) "The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders."
- (6) "In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, amended, and such other sanctions may be imposed and remedies invoked provided in Executive Order No. 11246, as amended, or by rules, regulations order of the Secretary of Labor, or as otherwise provided by law."
- (7) "The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- Ρ. The Political Subdivision shall: (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the Secretary of the Interior and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations and relevant orders of the Secretary of Labor, (3) obtain and furnish to the Secretary of the Interior and to the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligations of contractors and subcontractors under such provisions, rules, regulations and orders, (5) carry out sanctions and penalties for violation or such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Secretary of the Interior pursuant to Part II, Subpart D, of Executive order No. 11246, as amended, and (6) refrain from entering into any contract with a contractors debarred from Government contracts under Part II, Subpart D, of Executive Order No. 11246, as amended. In addition, the Political Subdivision agrees that if it fails or refuses to comply with these requirements, the State may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- Q. The Political Subdivision shall comply with Executive Order 12432, Minority Business Enterprise Development by:
  - a. Placing minority business firms on bidder's mailing lists.
  - b. Soliciting these firms whenever they are potential sources of supplies, equipment, construction or services.
  - c. Where feasible, dividing total requirements into smaller needs, and setting delivery schedules that will encourage participation by these firms.
  - d. Using the assistance of the Minority Business Development Agency of the Department of Commerce, the Small Business Administration, the Office of Small and Disadvantaged Business Utilization, Department of the Interior (DOI), the Business Utilization and Development specialists who reside in each DOI bureau and office and similar State and local offices where they exist.
  - e. Reporting quarterly on all active projects approved after September 30, 1984 which involve \$500,000.00 or more in Fund assistance (except for acquisition projects). Such reports will be submitted on a DI-1925 (Attachment A) to the FWS Office. The first report will be submitted prior to the commencement of any construction.

#### R. Project Administration.

- 1. The Political Subdivision shall promptly submit such reports and documentation as the Commission may request.
- 2. Properties and facilities acquired or developed with State assistance shall be available for inspection by the Commission and/or its designated agents at any time.
- The Political Subdivision may use any generally accepted accounting system, provided such system meets the minimum requirements for state funding and supplemental instructions which may be issued by the Commission.
- 4. Any deviations, which result in a change of project scope or objectives, shall be submitted for prior approval.
- 5. The acquisition cost of real property shall be based upon value determined by a licensed appraiser. The reports of such appraisers shall be submitted to the Commission for approval.
- 6. All development plans and specifications shall be submitted for approval by the Commission prior to commencement of any site preparation or construction and no such site preparation or construction may be undertaken until so approved. Such plans and specifications must be prepared by an architect or engineer that is registered in the State of Nebraska. When approved, development plans and specifications will become part of this project agreement and execution of the project must be in accord with the approved plans and specifications.
- S. A final inspection will be made and a final performance report prepared by the Commission prior to making final payment to the Political Subdivision.
- T. It is expressly agreed that upon the completion of this project, the Political Subdivision will operate and maintain the completed facility for a period of 20 years or for the life of the developments, whichever is the longest period. A user fee will not be charged for Hunter Education Access.

#### RESOLUTION 2005-155

WHEREAS, the City of Grand Island owns a 420 acre tract of land at the former Cornhusker Army Ammunition Plant property for the development of a multi-purpose recreational sports facility with the primary emphasis on RV camping, law enforcement training and shooting sports; and

WHEREAS, the Nebraska Game and Parks commission has been monitoring progress on this project since 1997 and at their regular meeting on January 19, 2001, unanimously passed a resolution directing their staff to work with the City of Grand Island to develop a joint plan for funding and constructing such facilities; and

WHEREAS, the Nebraska Game and Parks Commission is presently interested in assisting in the development and maintenance of a 50 yard pistol and 100 yard rifle range and associated structures; and

WHEREAS, the Nebraska Game and Parks Commission has offered to contribute \$250,000 towards the completion of such project in accordance with a Cooperative Project Agreement; and

WHEREAS, such project must be completed and operational by September 30, 2006; and

WHEREAS, the City Attorney has reviewed and approved the proposed Cooperative Project Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Cooperative Project Agreement by and between the City and the State of Nebraska, Game and Parks Commission for the development and maintenance of a 50 yard pistol and 100 yard rifle range and associated structures 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 24, 2005.

RaNae Edwards, City Clerk

Approved as to Form 

May 18, 2005 

City Attorney



# **City of Grand Island**

Tuesday, May 24, 2005 Council Session

# Item G11

#2005-156 - Approving Community Enhancement Program Agreement for Senior Center Landscape Grant

**Staff Contact: Joni Kuzma** 

City of Grand Island City Council

# **Council Agenda Memo**

From: Joni Kuzma, Community Development

**Council Meeting:** May 24, 2005

**Subject:** Community Enhancement Program Agreement for

Senior Center Landscape Project

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

**Presente** r(s): Joni Kuzma, Community Development Specialist

### **Background**

In November 2004, the City of Grand Island submitted a grant application to the Nebraska Forest Service (Nebraska Statewide Arboretum) for a street side landscape project at the Senior Citizen Industries, Inc, 304 East 3<sup>rd</sup> Street. The Arboretum notified the City of a \$7,600 grant award for the project in January 2005.

## **Discussion**

An agreement between the Nebraska Forest Service and the governing authority (the City) has been received for the landscape project and must be signed for the project to move forward.

## **Alternatives**

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

- 1. Approve the agreement 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 the Council approve the agreement and authorize the Mayor to sign all related documents.

## **Sample Motion**

Motion to approve the agreement and authorize the Mayor to sign all related documents.

# Nebraska Community Enhancement Program Agreement May 2005

The University of Nebraska – Nebraska Forest Service (UNL-NFS) has entered into an agreement with the Nebraska Department of Roads for the administration of a portion of the federal funding provided through the Transportation Efficiency Act of the 21<sup>st</sup> Century. This legislation provides in part for cooperation with local governments to develop and implement landscaping projects that enhance the state's transportation corridors.

The University of Nebraska – Nebraska Forest Service and the Community Development Division, City of Grand Island agrees this project application complies with Local, State and Federal requirements for roadside design and safety. The UNL-NFS agrees to reimburse Community Development Division, City of Grand Island 80% of the actual eligible costs expended up to a maximum amount of \$7,600.00 as requested on the approved project application.

The Community Development Division, City of Grand Island agrees to the following conditions for Senior Citizen's Center Streetside Landscaping project:

- 1. All of the information provided on the project application is correct.
- 2. The Community Development Division, City of Grand Island shall not proceed with the project until the final plans and documents are approved by the UNL-NFS and has received a written Notice-to-Proceed. The Community Development Division, City of Grand Island shall complete the project as planned unless otherwise amended and approved by the UNL-NFS. The UNL-NFS will verify the completed project and costs and when possible complete a project evaluation before making reimbursement. The evaluation will be for the work, materials and finished appearance and a copy furnished to the Community Development Division, City of Grand Island. The UNL-NFS will use the evaluation as part of the final closeout to determine the allowable reimbursement costs, etc.
- 3. Projects will be completed on public land owned by the state or local units of government.
- 4. Funds subject to reimbursement will only be used for plants (trees, shrubs, approved perennials and wildflowers), installation, site preparation, project design and other associated costs of necessary materials. Prospective bidders must be informed that: (a) all plant material shall comply with applicable State and Federal laws, including inspection certifications which shall reference the project and the plant material that the certification covers; (b) trees and shrubs shall be maintained for one year with any losses during that time replaced the following growing season; and (c) Davis-Bacon wage rates are required (See Exhibit A, Section (f)).
- 5. The **Community Development Division, City of Grand Island** shall insure the plantings conform to the specifications for the Nebraska Community Enhancement Program and the approved application and plans for the project, which by reference, are made a part of this agreement.
- 6. The Community Development Division, City of Grand Island shall provide perpetual maintenance for the project at its own expense. Failure to maintain the project in a reasonable condition as determined by the UNL-NFS will be cause for the UNL-NFS to seek reimbursement as provided for in Section 9.
- 7. The Community Development Division, City of Grand Island will designate a person to coordinate the project who will be called the Project Coordinator. The Project Coordinator will oversee all aspects of the project governed by this agreement. The Project Coordinator will insure that contract specifications are being met. If a contracting group fails to comply with contract specifications, the Project Coordinator will notify the UNL-NFS and then take appropriate action to correct the deficiency.

- 8. The Community Development Division, City of Grand Island understands that if the project isn't completed on time and/or to the satisfaction of the UNL-NFS as per the approved plans, the UNL-NFS can withhold the funds for this project. If the project deficiencies are not corrected within a reasonable time frame as set by the UNL-NFS, the UNL-NFS can withhold funds and request repayment of funds already paid to the Community Development Division, City of Grand Island as provided for in this agreement.
- 9. The Community Development Division, City of Grand Island shall reimburse the UNL-NFS for any overpayments discovered by the UNL-NFS or its authorized representative. If reimbursement to the UNL-NFS is required on this project because of overpayment and/or not being in compliance with the work and materials as agreed to in this agreement, and the Community Development Division, City of Grand Island does not make reimbursement to the UNL-NFS within 60 calendar days after being notified by the UNL-NFS, the UNL-NFS can start legal action or other recourses to recover those funds, if necessary.
- 10. A minimum of three bids will be solicited on projects that have been awarded over \$10,000.00 with the project awarded to the lowest *responsible* bidder. If unable to solicit more than one bidder, the **Community Development Division, City of Grand Island** shall document the reason as to why it couldn't obtain more bidders. Local ordinances will govern the bidding process. More than one vendor is allowed if necessary to obtain desired plant material.
- 11. The Community Development Division, City of Grand Island shall document project expenditures using itemized receipts or bills of sales, etc. to the UNL-NFS for review and reimbursement.
- 12. Community Development Division, City of Grand Island agrees to abide by the applicable local, state and federal laws and shall adhere to the items noted in this agreement and attached Exhibit A. The Community Development Division, City of Grand Island also agrees to inform all potential bidders and/or off-site contractors, suppliers, etc. that signing Exhibit B is a contract requirement.
- 13. Project to be completed by October 31, 2006

Executed by:

This instrument embodies the whole agreement of the Community Development Division, City of Grand Island and the UNL-NFS. There are no promises, conditions or obligations other than that contained herein; and this agreement supercedes all previous communications, representations or other agreements or contracts, either oral or written hereto.

Representative for Community Development Division, City of Grand Island	Date
David Mooter, Program Leader - Nebraska Forest Service	5-9-05
David Mooter, Program Leader – Nebraska Forest Service	Date

#### RESOLUTION 2005-156

WHEREAS, the City of Grand Island received notification that they have been awarded \$7,600 in grant funds from the University of Nebraska – Nebraska Forest Service for a street side landscape project at the Senior Citizen Industries, Inc. at 304 East 3<sup>rd</sup> Street; and

WHEREAS, the City will be responsible for providing perpetual maintenance for the project; and

WHEREAS, a proposed agreement with the University of Nebraska – Nebraska Forest Service for such grant 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 receipt of \$7,600 in grant funds from the University of Nebraska – Nebraska Forest Service for a street side landscape project at the Senior Citizen Industries, Inc. at 304 East 3<sup>rd</sup> Street as set out in the agreement is hereby approved; and the Mayor is hereby authorized and directed to execute an agreement on behalf of the City of Grand Island for such project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2005.

RaNae Edwards, City Clerk



# **City of Grand Island**

Tuesday, May 24, 2005 Council Session

# Item G12

**#2005-157 - Approving Bid Award for Steel Distribution Poles** 

Staff Contact: Gary R. Mader; DaleShotkoski

City of Grand Island City Council

# Council Agenda Memo

**From:** Gary R. Mader, Utilities Director

Dale Shotkoski, Asst. City Attorney/Purchasing

**Meeting:** May 24, 2005

**Subject:** Bid Award – Steel Distribution Poles

**Item #'s:** G 12

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

### **Background**

The Utilities Line Division uses wooden poles to construct and maintain most of the Utilities overhead power lines, mainly because of cost. Steel poles are approximately three times more expensive than wood, but steel poles are used in selected areas. Steel poles are much lighter and are used where the normal large line construction equipment cannot be used, primarily in congested easements where a substantial amount of hand work and use of small equipment is necessary. In areas without access for normal construction equipment, the steel poles are easier to handle and safer to use. The Department's stock of steel poles is depleted. Therefore specifications were prepared for the purchase of twenty-four 45' and thirty 40' steel poles.

### **Discussion**

Three bids were received and publicly opened May 17, 2005 at 11:00 a.m. The bid specifications were advertised and issued in accordance with the City Procurement Code. Bids were solicited from five potential suppliers. The three bids received are from:

Bidder	Amount
Kriz-Davis, Grand Island, NE	\$74,467.12
North Pacific Lumber, Portland, OR	\$76,333.80
WESCO Distribution, Inc. Sioux City, IA	\$57,985.44

The bid from WESCO Distribution Inc. is the low bidder and meets all specifications for the steel poles.

### **Alternatives**

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

- 1. Move to approve the purchase of steel poles
- 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 accept the low bid from WESCO Distribution, Inc., and authorize the purchase of the steel poles.

### **Sample Motion**

Motion to approve the purchase of steel poles from WESCO Distribution, Inc., in the amount of \$57,985.44.

# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

Working Together for a Better Tomorrow, Today

#### **BID OPENING**

BID OPENING DATE: May 17, 2005 at 11:00 a.m.

FOR: Steel Distribution Poles

**DEPARTMENT:** Utilities

**ESTIMATE:** \$75,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: May 5, 2005

NO. POTENTIAL BIDDERS: 5

#### **SUMMARY**

Bidder: Kriz-Davis Co. North Pacific Lumber Co.

Grand Island, NE Portland, OR

Bid Security: St. Paul Guardian Ins. Co. Continental Casualty Co.

Exceptions: None None

Bid Price: \$71,467.12 \$76,333.80

Bidder: WESCO Distribution, Inc.

Sioux City, IA

**Bid Security:** The Continental Insurance Co.

**Exceptions:** Noted

Bid Price: \$57,985.44

cc: Gary Mader, Utilities Director Bob Smith, Assist. Utilities Director

Pat Gericke, Utility Admin. Sec.

Burl Gilpin, Assist. Utilities Director
Gene Pesek, Utility Warehouse Sup.

Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

#### RESOLUTION 2005-157

WHEREAS, the City of Grand Island invited sealed bids for Steel Distribution Poles, according to plans and specifications on file with the Utilities Administration office; and

WHEREAS, on May 17, 2005, bids were received, opened and reviewed; and

WHEREAS, WESCO Distribution, Inc. of Sioux City, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$57,985.44; and

WHEREAS, such bid is below the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of WESCO Distribution, Inc. of Sioux City, Iowa, in the amount of \$57,985.44 for steel distribution poles is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2005.

RaNae Edwards, City Clerk

Approved as to Form 

May 19, 2005 

City Attorney



# **City of Grand Island**

Tuesday, May 24, 2005 Council Session

# Item G13

**#2005-158 - Approving Bid Award for Replacement Pump for Stolley Park Well** 

Staff Contact: Gary R. Mader; DaleShotkoski

City of Grand Island City Council

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director

Dale Shotkoski, Asst. City Attorney/Purchasing

**Meeting:** May 24, 2005

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**Subject:** Bid Award - Replacement Pump for Stolley Park Well

**Item #'s:** G 13

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

### **Background**

The Stolley Park Well is located at the west side of Stolley Park on Blaine Street. It is one of the City's five high pressure wells that pump directly into the distribution system. The motor recently failed and needs to be replaced along the pump column pipe. The price of a new motor when the motor was last replaced in 1998 was \$15,000.

The current pump is a submersible motor design in which the motor is attached directly to the pump and installed in the well, sixty feet below ground level. Any problems with the motor or electrical cables require the entire pump assembly to be pulled by a well contractor. Because of this, the price of a new motor, and a history of motor problems at this installation, Department staff is recommending replacement of the entire pump assembly with a conventional vertical turbine pump with an above-ground motor. Specifications were developed by Utilities staff for labor and materials to replace the failed pump assembly.

### **Discussion**

The specifications were advertised and issued for bid in accordance with the City Purchasing Code. Response was received from the following bidders. The bid prices below include Nebraska sales tax. The engineer's estimate for this project was \$35,000.00.

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<u>bidder</u>	<u>bia price</u>
Layne-Western, Kearney, NE	\$ 24,575.57
Sargent Drilling, Broken Bow, NE	\$ 25,268.57

The bids were reviewed for conformance with the specifications. The specifications required a completion date of June 24, 2005, but both bidders indicated a delivery time of 6 weeks for the motor. The bids were otherwise in compliance with the specifications.

#### **Alternatives**

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

- 1. Move to approve the bid award for motor replacement the Stolley Park Well to Layne-Western of Kearney, Nebraska
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

## **Recommendation**

Utility Department engineering staff has reviewed the bids for compliance with the City's detailed specifications as noted above. It is the recommendation of the Utilities Department that Layne-Western be awarded the contract for this work in the amount of \$24,575.57.

# **Sample Motion**

Motion to approve the contract for Replacement Pump for Stolley Park Well in the amount of \$24,575.57 be awarded to Layne-Western of Kearney, Nebraska.

# Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

Working Together for a Better Tomorrow, Today

#### **BID OPENING**

BID OPENING DATE: May 17, 2005 at 11:15 a.m.

FOR: Replacement Pump for Stolley Park Well

**DEPARTMENT:** Utilities

**ESTIMATE:** \$35,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: May 5, 2005

**NO. POTENTIAL BIDDERS:** 

#### **SUMMARY**

Bidder: Sargent Drilling Co. Layne-Western

Broken Bow, NE Kearney, NE

Bid Security: Merchants Bonding Company Travelers Casualty

Exceptions: None None

Bid Price: \$25,268.57 \$24,575.57

cc: Gary Mader, Utilities Director Bob Smith, Assist. Utilities Director

Pat Gericke, Utilities Admin. Assist

Dale Shotkoski, Purchasing Agent

Gary Greer, City Administrator

Laura Berthelsen, Legal Assistant

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#### RESOLUTION 2005-158

WHEREAS, the City of Grand Island invited sealed bids for Replacement Pump for Stolley Park Well, according to plans and specifications on file at the Platte Generating Station; and

WHEREAS, on May 17, 2005, bids were received, opened and reviewed; and

WHEREAS, Layne-Western of Kearney, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$24,575.57; and

WHEREAS, such bid is below the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Layne-Western of Kearney, Nebraska, in the amount of \$24,575.57 for replacement pump for Stolley Park well is hereby approved as the lowest responsible bid.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2005.

RaNae Edwards, City Clerk



# **City of Grand Island**

Tuesday, May 24, 2005 Council Session

# Item G14

#2005-159 - Approving Bid Requirement Waiver to Purchase Key Secure System

**Staff Contact: Fred Hotz** 

City of Grand Island City Council

# Council Agenda Memo

**From:** Fred Hotz, Fire Prevention Division Chief

**Meeting:** May 24, 2005

**Subject:** Bid Requirement Waiver

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

**Presenter(s):** Fred Hotz, Fire Prevention Division Chief

## **Background**

Approximately four years ago a search was conducted by the fire department to ascertain how many companies offered a key box system and what the systems offered. At that time Albertson's Store along with Principal Finance were requesting the use of a key box for their buildings that would allow the Fire Department access in the case of a fire emergency. At that time, only one source was found. An evaluation was made of the key box system offered by this company and a decision was made by fire officials to accommodate these facilities with Knox Box. Since that time, approximately 45 different public and private entities including county government buildings, schools and community college, St. Francis Medical and nursing homes have volunteered to purchase this key box and have put this key box system into use. The total cost of installation of these boxes can range from \$500 dollars to upwards of \$1000 depending upon the key box style and mounting type.

## **Discussion**

The key box system offers numerous benefits, some of which were presented to the council in December. One of the goals of the fire department is to eliminate the liability of holding numerous keys to numerous buildings. In order to do our part in shoring up this liability, we find it necessary to purchase from the Knox Box company, key retention systems for each front line vehicle. This system locks the key on the vehicle. Access to the key is by a code that tracks who uses the key and for how long. A rather significant financial commitment to this key box concept has been invested by the public. As this commitment continues to grow, so does the City's liability to secure the keys in Fire Department possession. By purchasing the key secure system offered by the Knox Company, two goals would be met:

- 1) The City will be working in partnership with the public in providing our end of the equation of security. The public has purchased the key box, we need to secure the key that gains access to these boxes.
- 2) The City reduces the chances significantly of misplacing or losing the key box key. The total cost for the purchase of the key secure system to be placed in the front line emergency vehicles for 8 front line vehicles will be \$4429.00. Additional expense will be required to install the systems by the City Shop. This cost is very small compared to the public investment already, but could be significantly larger if a key were lost and we found ourselves replacing the locks in all the Knox Boxes in town. More importantly, it tracks the use of the key so that if a break-in occurs at a facility using a Knox Box, we can easily clear the city of the chance of liability in the matter.

The Fire Department is requesting to waive the bid requirement because the Knox Box Company can provide us with a key secure system that will secure the keys that we have in use.

The monies needed for the purchase are targeted to come out of the Fire Department "Individual Hardware" account #10022101-85540. The expenses for the installation are targeted to come out of the "Repair Apparatus" account #10022101-85335. Both accounts have sufficient funds.

## What this waiver would not do

This waiver would not involve or is it associated with a requirement for anyone to purchase a Knox (brand name) key box.

This waiver would not limit the choices someone interested in a key box system could make for a purchase. (If someone wanted to use a different key box company, they could do so. The fire department would simply need to make arrangements to acquire the key for this box and develop a way to secure it.)

## **Alternatives**

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

- 1. Move to approve the proposed resolution
- 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 to waive the bidding requirements for purchasing the key retention system which would allow the City to provide a secure system in partnership with public and private facilities that have already voluntarily installed a Knox key box.

# **Sample Motion**

Motion to approve the resolution to waive the bidding requirement for the purchase of key secure systems from the Knox Box Company.

#### RESOLUTION 2005-159

WHEREAS, the fire department presently retains keys on emergency vehicles for various businesses to be used in the event of a fire emergency; and

WHEREAS, a number of local businesses have invested in a key box system which allows emergency personnel access to a master key for business subscribing to such service; and

WHEREAS, in order to eliminate potential liability associated with having access to various businesses, it is recommended that the Fire Department purchase a Knox Box key secure system; and

WHEREAS, the cost to purchase and install such Knox Box Key Secure System on eight front line emergency vehicles is \$4,429.00; and

WHEREAS, such system is consistent with the key box system used by a number of businesses, and would eliminate access to keys in the Fire Department's possession by unauthorized individuals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid requirements are hereby waived for the purchase of a Knox Box key retention system for installation on eight fire emergency vehicles to provide a secure system for accessing various businesses in the event of a fire emergency.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2005.

RaNae Edwards, City Clerk



# **City of Grand Island**

Tuesday, May 24, 2005 Council Session

# Item I1

#2005-160 - Approving Authorization to Proceed with Emergency Repairs to Public Infrastructure Caused by the May 11th and May 12th Flooding

Staff Contact: Steven P. Riehle, Public Works Director

City of Grand Island City Council

# Council Agenda Memo

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

Steve Paustian, Parks and Recreation Director

**Meeting:** May 24, 2005

**Subject:** Approving Authorization to Proceed with Emergency

Repairs to Public Infrastructure Caused by the May 11th

and May 12<sup>th</sup> Flooding

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

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

Steve Paustian, Parks and Recreation Director

### **Background**

On May 11, 2005, Grand Island experienced severe flooding. Three areas are in need of emergency repairs:

- North Road between Northwest High School and NE HWY 2; need to replace culvert, backfill, and asphalt road.
- Coffer Dam wier structure on the Capital Avenue outfall ditch which is located on North side of Capital Avenue; need to repair or replace.
- Wood River and Wood River Diversion low water crossings along for the bike trail; damage assessment will not be completed until the water recedes.

## **Discussion**

The City procurement code limits the dollar amount whereby City Staff can hire a contractor to no more then \$7,500.00. Staff believes the total cost will exceed \$7,500.00 for each of the three emergency repair areas. We are requesting permission to use the emergency procurement procedures as outlined in section 27-13 of the City Code to acquire services of a contractor to perform the necessary emergency repairs.

Plans and specifications will be prepared for the North Road repair and the Capital Avenue outfall ditch wier and bids received for each project before a Purchase Order is issued. Since The Diamond Engineering Company is the contractor building the trail, a price will be negotiated with them to perform any needed repairs to the trail.

City administration is pursuing disaster relief funding for these projects.

# **Alternatives**

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

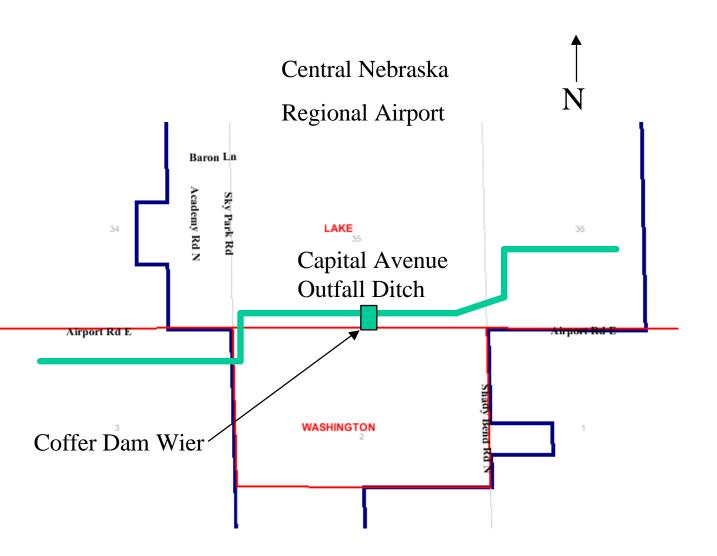
- 1. Approve authorization to use the City's emergency procurement procedures and authorize The Mayor to issue a purchase order to the contractor for the work.
- 2. Refer the issue to a Committee.
- 3. Postpone the issue to a future date.
- 4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve authorization for the usage of the City's emergency procurement procedures and pass a resolution authorizing the Mayor to issue a purchase order for the repairs.

### **Sample Motion**

Move to approve the usage of the City's emergency procurement procedures.



#### RESOLUTION 2005-160

WHEREAS, the city's infrastructure sustained damage due to the May 11, 2005 storm and resulting flooding; and

WHEREAS, immediate repairs are necessary to repair the following:

- 1. North Road, between Northwest High School and Nebraska Highway 2. Replace culvert, backfill and asphalt road.
- 2. Coffer Dam wier structure on the Capital Avenue outfall ditch (north side of Capital Avenue). Repair or replace structure.
- 3. Wood River and Wood River Diversion low water crossings along hike/bike trail. Assess damage after water recedes, and make necessary repairs.

WHEREAS, using the City's standard procurement procedures to make such repairs will not allow the required repair work to be completed in an acceptable time frame; and

WHEREAS, it is in the public interest to proceed immediately with the required repair work; and

WHEREAS, it is appropriate and necessary to deal with this emergency by proceeding under Section 27-13 of the Grand Island City Code (1988 ed.) and declare and authorize an emergency procurement procedure; and

WHEREAS, for project items 1 and 2 identified above, the City proposes to request informal bids for such project; and

WHEREAS, the Diamond Engineering Company is presently on contract to complete the hike/bike trail identified above as project 3, it is suggested that City staff negotiate for necessary repairs on such project; and

WHEREAS, the Diamond Engineering Company of Grand Island, Nebraska, is qualified to do such work for project 3, and is available and willing to do such work on a very short notice; and

WHEREAS, the Diamond Engineering Company will evaluate the damage for project 3 repairs and report back to city officials with a proposed plan to repair the damage and a cost estimate to make such repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the use of the City's emergency procurement procedures in this situation is hereby ratified.

Approved as to Form	¤	
May 19, 2005	¤	City Attorney

BE IT FURTHER RESOLVED, that informal bids be obtained to proceed with emergency repair work for project items 1 and 2 identified above.

BE IT FURTHER RESOLVED, that City staff negotiate with the Diamond Engineering Company for necessary repairs on project 3 identified above.

BE IT FURTHER RESOLVED, that the Public Works Department is authorized to issue purchase orders to the contractors for such projects.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2005.

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RaNae Edwards, City Clerk



# **City of Grand Island**

# Tuesday, May 24, 2005 Council Session

# Item J1

Approving Payment of Claims for the Period of May 11, 2005 through May 24, 2005

The Claims for the period of May 11, 2005 through May 24, 2005 for a total amount of \$2,306,509.88. A MOTION is in order.

**Staff Contact: RaNae Edwards** 

City of Grand Island City Council