
City of Grand Island



Tuesday, May 23, 2006

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 Allen Runyon, Grand Island Family Church, 2304 Macron 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.



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item C1

Proclamation "Tourism Recognition Month" May 2006

Whereas, travel and tourism is extremely important to the community of Grand Island in terms of revenues generated, and because the travel and tourism industry contributes to the employment, economic prosperity, international trade, and relations and peace, understanding, and goodwill, Mayor Vavricek, in conjunction with the Hall County Convention and Visitors Bureau, has proclaimed the month of May 2006 as "Tourism Recognition Month". See attached PROCLAMATION.

Staff Contact: Mayor Vavricek

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

PROCLAMATION

WHEREAS, the travel and tourism industry in Grand Island is vital to our economic stability and growth and it contributes substantially to Grand Island's employment, economic prosperity, international trade and relations, peace, understanding and goodwill; and

WHEREAS, travel and tourism ranks as one of Grand Island's largest industries in terms of revenue generated contributing over \$114 million in our economy in 2005 with over 1 million people visiting our attractions and staying in our hotels; and

WHEREAS, recognizing travel and tourism can be expected to play an even greater role in the lives of those who live in the Greater Grand Island area.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City Grand Island, Nebraska, in recognition of the unique significance of the travel and tourism industry in the lives of the citizens of Grand Island, do hereby proclaim, May, 2006 as

"Tourism Recognition Month"

in the City of Grand Island, and urge all citizens to observe tourism with appropriate ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this 23rd day of May in the year of our Lord Two Thousand and Six.

Mayor of Grand Island, Nebraska

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item E1

Public Hearing on Request of Verizon Wireless for Conditional Use Permit for a 150' Telecommunications Tower Located at 13th Street and Highway 281

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: May 23, 2006

Subject: Request of Scott Goble on behalf of Verizon Wireless for Approval of a Conditional Use Permit to Construct a Telecommunication Tower at 3535 West 13th Street, Grand Island, Nebraska

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

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for the construction of a 150' monopole telecommunication tower at 3535 West 13th Street. This tower is proposed to provide coverage in the west part of Grand Island and is located to receive calls from other Verizon cell sites. The Grand Island Zoning Code requires that all telecommunication towers receive the approval of the City Council in the form of a Conditional Use Permit prior to construction. The intent of the tower and telecommunication facilities and antenna regulations is to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

Discussion

The City Code specifies eight items to be submitted with the application for a tower development permit, all of those items have been submitted with the exception of the engineering certification of the tower and foundation. The submittal of the engineering design after the approval of the tower location and approval of the conditional use permit is reasonable.

One additional exception to the information submitted is the omission of the tower at 3205 W.N. Front Street, the KRGi radio site. As previously discussed with other tower applications collocating due to the stringent Federal regulations appears difficult at best if not impossible.

As there are three other telecommunication towers within the one mile radius of this proposed site and the property to the west is zoned and planned to be a future residential neighborhood, the proposed construction of a new tower does not appear to be in the best interest of the area.

Alternatives

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

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

Recommendation

City Administration recommends that the Council deny the request for a conditional use permit to construct a telecommunication tower at this location. The proposal does not appear to protect the future residential area to the west.

Sample Motion

Motion to deny the conditional use permit for a telecommunication tower for Verizon Wireless, based upon the finding of facts as identified by the City Council.



Non-Refundable Fee: \$155.00
Return by: _____
Council Action on: _____

Conditional Use Permit Application FOR TOWER DEVELOPMENT PERMIT

pc Building, Legal, Utilities
Planning, Public Works

- The specific use/construction requested is: 150' MONOPOLE TELECOMMUNICATIONS TOWER AND RELATED SHELTER BUILDING FOR EQUIPMENT.
- The owner(s) of the described property is/are: MID-COUNTRY TRADING LLC, A NEBRASKA LLC
- The legal description of the property is: LOT ONE PARK ISLAND SQUARE SUBDIVISION.
- The address of the property is: 13TH STREET & HIGHWAY 281, GRAND ISLAND
- The zoning classification of the property is: COMMERCIAL
- Existing improvements on the property is: SHOPPING CENTER
- The duration of the proposed use is: INDEFINITE
- Plans for construction of permanent facility is: N/A
- The character of the immediate neighborhood is: COMMERCIAL / AGRICULTURAL
- There is hereby attached a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
- Explanation of request: VERIZON WIRELESS NEEDS TO ERECT A 150' TOWER TO PROVIDE COVERAGE IN WEST GRAND ISLAND. SITE MUST BE STRATEGICALLY LOCATED SO AS TO PROPERLY HAND-OFF AND RECEIVE CALLS FROM OTHER VERIZON CELL SITES IN THE AREA.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

4-11-06
Date
(417) 848-7584
Phone Number

SOOTY EYED, SELECTIVE SITE CONSULTANTS INC
REPRESENTING MID-COUNTRY TRADING & VERIZON,
574 BARN STABLE
Address

NIXA MO 65714-7159
City State Zip
(417) 848-7584

Lessor: Verizon Wireless (VAW) LLC

By: Andrew Edwards
Andrew Edwards, Real Estate Manager

Owner: Mid-Country Trading LLC

By: [Signature]
Raymond J. O'Connor, Managing Partner



SELECTIVE SITE CONSULTANTS, INC.

A Site Acquisition, Engineering, and Construction Quality Assurance Company



April 18, 2006

Mr. Craig A. Lewis
Building Department Director
100 East First Street
Grand Island, NE 68801

Re: Verizon Wireless Conditional Use Permit Application

Mr Lewis:

With this letter I am submitting an application for a conditional use permit on behalf of Verizon Wireless (VAW) LLC and Mr. Raymond J. O'Connor of Mid-Country Trading LLC. Verizon has entered in to a long term lease with Mr. O'Connor to construct and operate a monopole type telecommunications tower on property located at 13th Street and Highway 281. Said property and site location is further described in the supporting application documents.

This letter and the following four pages provide a general overview of the proposed project. We respectfully request your support and a determination that we have met the application criteria of the Grand Island Zoning Ordinance.

The proposed monopole tower will be 150' in height and is located such that it's center is 100' from the nearest property line as shown on the enclosed construction drawings. Based on our interpretation of the ordinance this distance meets the applicable set-back requirements.

It is my desire that this letter act as an affidavit attesting to the fact the we have made diligent but unsuccessful efforts to obtain permission to install or collocate Verizon's telecommunications facilities on a tower or useable antenna support structure within a one (1) mile radius of our proposed tower location.

Respectfully Submitted,
Selective Site Consultants, Inc.

Scott Goble
(417) 848-7584
scott.goble@sbcglobal.net



I. APPLICANT(S)

Verizon Wireless (VAW) LLC
10740 Nall Avenue, Suite 400
Overland Park, KS 66211
Mr. Andrew Edwards, Real Estate Manager
(913) 344-2892

Mid-Country Trading, LLC
PO Box 139
Grand Island, NE 68802
Mr. Ray O'Connor, Managing Member
(308) 381-2497

AGENT FOR APPLICANT(S)

Selective Site Consultants, Inc.
574 South Barn Stable Street
Nixa, MO 65714-7159
Mr. Scott Goble, Site Acquisition Manager
(417) 848-7584

II. LEGAL DESCRIPTION OF PROPERTY

Lot One (1) Park Island Square Sixth Subdivision, in the City of Grand Island, Hall County, Nebraska.

III. PROPOSED USE

Verizon proposes to construct a 150' monopole type telecommunications tower for the purpose of completing its wireless telephone service requirements of the license granted by the Federal Communications Commission. The proposed tower, once completed and on-air, will be an integral part of Verizon's digital wireless telephone network providing nationwide phone service and local emergency "911" services.

The tower will be designed to accommodate two additional carriers and Verizon will work closely with any company wishing to collocate on the tower site.



IV. WHY THIS LOCATION WAS CHOSEN

(Please refer to the enclosed map which shows existing towers within a one mile radius of the proposed Verizon tower.)

ALLTEL SELF-SUPPORT TOWER

The initial "Search Area" target was a 180' self-support tower owned by Alltel and located due north of our proposed site. The existing Alltel tower is in a place which would be suitable to accommodate Verizon's service / network requirements. We did apply for collocation on this tower but our application was subsequently declined because the tower is on Alltel's SWITCH property. While most carriers do encourage collocations on their towers, as a rule they do not allow them on towers located at their SWITCH sites.

UNITED STATES CELLULAR SELF-SUPPORT TOWER

This tower is too far south to properly accommodate Verizon's service / network requirements but even if it would work U.S. Cellular would not allow us to collocate on it. This is their SWITCH site and the same rules apply as those outlined with the Alltel SWITCH above.

VIAERO WIRELESS TOWER WHICH WAS RECENTLY APPROVED

As with the Western Wireless tower, this recently approved self-support tower is too far south to properly accommodate Verizon's service / network requirements. For additional commentary regarding this Viaero site as a potential collocation for Verizon please refer to the attached memo authored by Mr. Chris Kumke. Mr. Kumke is Verizon's Radio Frequency Engineer who is responsible for designing the Grand Island network.

NEBRASKA STATE PATROL TOWER

We contacted a Major Hobbs at the Nebraska State Patrol (402-471-4545) and were told that they do not allow commercial collocations on their communications towers.



V. TOWER & FOUNDATION DESIGN

The actual tower and foundation design and applicable structural calculations will be completed once there is certainty that the tower site will be approved. At that time Verizon will produce actual tower and foundation design drawings and engineering calculations confirming that the proposed tower will meet the Building Code, all other construction standards set forth by the City Code and federal and state law and applicable ANSI standards*.

In lieu of having these items in advance we respectfully request that the conditional use application be approved with the condition that these items be submitted to and approved by the Building Department prior to issuance of a final building permit.

If there are any questions or if you need anything further please contact me. Thank you in advance for your assistance and consideration.

* Pursuant to section 36-174 "Structural Standards for Towers Adopted", Verizon will prepare and submit for approval a tower structural analysis proving conformance to the *Structural Standards For Steel Antenna Towers and Antenna Supporting Structures*, 1991 Edition (ANSI/EIATIA 222-E-1991).



Memo

To: Grand Island Building Department
From: Chris Kumke
Date: 4/19/2006
Re: Recently Approved VIAERO Wireless Tower

Viaero Tower

The proposed Viaero tower is located close to our existing "Grand Island" site that is north of the intersection of Highway 281 and West Stolley Park Road. Because of this, we would have too much overlap between our "Grand Island" site and our the Viaero site, and our coverage to the north along Highway 281 would be considerably weaker even to the point of requiring an additional site on the north end of Highway 281 to provide sufficient coverage. The proposed location on the Mid-Country Trading property near 13th Street and Highway 281 would minimize the overlap between our existing sites, provide good coverage in the mall and surrounding businesses and extend our coverage sufficiently north on Highway 281. Another benefit of our proposed location is that we will be able to split up the traffic from around the mall across multiple sectors whereas on the Viaero tower we could only cover the same area using 1 sector. Since it is a very busy commercial area, we could run into capacity issues if we serve the area with just 1 sector versus 2 or 3. Once the sector is getting close to handling all of the calls it can carry, we would need to look into building another site to offload some of the traffic. By spreading the traffic across multiple sectors, we will minimize the need to build additional capacity sites and reduce the number of overall sites needed to provide adequate service.

Chris Kumke
Radio Frequency Engineer
Verizon Wireless
913-696-5973

AFFIDAVIT

STATE OF NEBRASKA)
)
COUNTY OF HALL) ss.

Raymond J. O'Connor, Managing Member of Mid-Country Trading LLC, a Nebraska limited liability company, first duly sworn upon his oath, deposes and states as follows:

1. Mid-Country Trading LLC is the owner of property in Hall County Nebraska, Parcel ID# 400355892, located in the city of Grand Island, Nebraska, described herein and hereby referred to as the "Property";
2. Mid-Country Trading LLC has entered into a Lease for the Property with Verizon Wireless (VAW) LLC to allow for the development of wireless communication facilities; and
3. Raymond J. O'Connor, Managing Member of Mid-Country Trading LLC is authorized to execute this instrument.
4. I have authorized Selective Site Consultants, Inc. and the legal firm of Polsinelli, Shalton, Welte, Suelthaus to act as Agent on behalf Mid-Country Trading LLC and Verizon Wireless (VAW) LLC, to file applications for zoning entitlements and any other necessary applications to allow for the above referenced project on the Property.

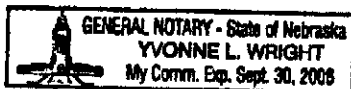
Legal Description of the Property: *Lot Two (2), Park Island Square Subdivision, Lot Two (2), Park Island Square Fourth Subdivision and all of Lot One (1), Park Island Square Second Subdivision, excepting therefrom that portion of said Lot One (1), Park Island Square Second Subdivision platted as a portion of Lot One (1), Park Island Square Third Subdivision, all located in the City of Grand Island, Hall County, Nebraska.*

OWNER:
Mid-Country Trading LLC,
a Nebraska limited liability company

By: *[Signature]*
Raymond J. O'Connor, Managing Member

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Subscribed and sworn to before me this 14TH day of FEBRUARY, 2006.



[Signature]
Notary Public

My Appointment Expires: 9/30/06

(SEAL)



Memo

To: Grand Island Zoning Board
From: Chris Kumke
Date: 4/18/2006
Re: Vaiero Tower

Vaiero Tower

The proposed Vaiero Tower is located close to our existing "Grand Island" site that is north of the intersection of Highway 281 and West Stolley Park Road. Because of this, we would have too much overlap between our "Grand Island" site and our proposed "Jabba" site and our coverage to the north along Highway 281 would be considerably weaker even to the point of requiring an additional site on the north end of Highway 281 to provide sufficient coverage. The proposed location of our "Jabba" site near 3535 North 13th, would minimize the overlap between our existing sites, provide good coverage in the mall and surrounding businesses and extend our coverage sufficiently north on Highway 281. Another benefit of our proposed "Jabba" location is that we will be able to split up the traffic from around the mall across multiple sectors whereas on the Vaiero Tower we will serve the entire area on 1 sector. Since this is a very busy commercial area, we could run into capacity issues if we serve the area with just 1 sector versus 2 or 3. Once the sector is getting close to handling all of the calls it can carry, we would need to look into building another site to offload some of the traffic. By spreading the traffic across multiple sectors, we will minimize the need to build additional capacity sites and reduce the number of overall sites needed to provide adequate service.

Chris Kumke
Radio Frequency Engineer
Verizon Wireless
913-696-5973

ALLEN 281 LLC
1115 WEST 2ND STREET, P O BOX 987
HASTINGS NE 68902-0987



May 8, 2006

RaNae Edwards, City Clerk
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802-1968

Dear Ms. Edwards:

We received your letter dated April 25, 2006 concerning a Conditional Use Permit for a 150' Monopole Telecommunications Tower to tentatively be located at 13th Street and Highway 281 in Grand Island.

We vehemently object to placement of this Tower near our property. Could you please send us information on the details of this transaction and how we go about objecting to it? Is it best to be represented by an attorney? Will a decision be made at the Tuesday, May 23rd City Council meeting?

Also, it would be helpful if you could include names, addresses, and e-mail addresses of the mayor of Grand Island and all Councilpersons in this mailing.

We appreciate your assistance with this Ms. Edwards.

Sincerely,

Robert M. Allen
Manager

RMA/cmg



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item E2

Public Hearing on Changes to Chapter 36 of the Grand Island City Code ME-Manufacturing Estates Zone, in Reference to Installation of Liquid Propane Storage Tank and Accessory Wholesale Propane Sales

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: May 23, 2006

Subject: Amendment to Chapter 36 Regarding Propane Distribution in the ME Zone

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

Presenter(s): Chad Nabity, AICP

Background

The changes proposed here were requested by Bosselman Energy Inc. of Grand Island, Nebraska. All areas with changes are highlighted. Additions are Italicized and underlined and deletions are in ~~strike-out~~.

§36-71. (ME) Industrial Estates Zone

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

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

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

(2) Administrative offices for the wholesale distribution of propane when bottles are filled from a bulk propane tank not to exceed 40,000 gallons and when such tank is installed primarily to provide a source of heat for a building on the lot.

Discussion

The ME zone specifically prohibits the storage tanks for fuel and chemicals but that does not prohibit the installation of a tank for heating purposes. The intent of the prohibition is to limit the likelihood of the ME Zone becoming a tank farm atmosphere versus a campus atmosphere. That intent and the prohibitions on storage of fuel do not limit the ability of owners to heat their building with propane and to store propane on the property for that purpose. A propane tank up to, or larger than 40,000 gallons, would be permitted as a source of fuel for heating a building.

The Regional Planning Commission held a public hearing at their meeting on April 5, 2006 to take testimony on the proposed changes.

Ken Caldwell, representing Bosselman's, stated that their plan is to construct a building for warehousing, storage and office space and use propane to heat that building. They would also like to be able to use this location for the wholesale distribution of bottled propane. Allowing this use would let them move their current operation from its location on 3rd and Blaine.

A letter from Marlan Ferguson with the Grand Island Economic Development Corporation supporting this request was presented to the Commission.

No other members of the public spoke at the public hearing.

Commissioner Pat O'Neill questioned if this would allow someone to put in a 10 x 12 office and sell propane from the site. Nabity agreed that this would be a possibility but reminded planning commissioners that the minimum lot size is 2.5 acres in the ME zone. Because of the large lot size the above scenario is unlikely. Commissioners discussed the lot sizes and the possibility that someone would build a small building with a large tank and decided not to recommend amending the suggested language.

Alternatives

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

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

Recommendation

A motion was made by Snodgrass and seconded by Haskins to approve and recommend that approve changes to Chapter 36 as presented.

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

Sample Motion

Motion to approve the changes to Chapter 36 as presented.



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item E3

Public Hearing on Changes to Chapter 36 of the Grand Island City Code TA-Transitional Agriculture Zone, in Reference to Landscaping Contactor Business with Onsite Retail

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: May 23, 2006

Subject: Amendment to Chapter 36 Regarding Landscaping in the TA Zone

Item #'s: E-3 & F-4

Presenter(s): Chad Nabity, AICP

Background

The changes proposed here were requested by Jason Harb of Harb's Landscaping of Grand Island, Nebraska. All areas with changes are highlighted. Additions are *Italicized and underlined* and deletions are in strike out.

§36-60. (TA) Transitional Agriculture Zone

Intent: To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits both farm and non-farm dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities. The intent of the zoning district also would allow the raising of livestock to a limit and within certain density requirements.

(C) Permitted Accessory Uses:

- (1) Guest building
- (2) Customary home occupations
- (3) Buildings, corrals, stables or pens in conjunction with the permitted uses
- (4) Buildings for the display and sale of products grown or raised on the premises, provided, the floor area does not exceed 500 square feet
- (5) Offices incidental to and necessary for a permitted use
- (6) Other buildings and uses accessory to the permitted principal uses
- (7) Landscaping Contractor Business with limited retail sales when the following conditions are met
 - (a) The business accessory to a farm, and located on a farm size parcel (20 acres or more), and
 - (b) A sod farm, greenhouse and/or tree farm operation is located on the site, and
 - (c) Total retail floor area within a building on the site does not exceed 1000 square feet, and

- (d) Total outdoor retail storage area for items not grown on site does not exceed 20,000 square feet, and
- (e) Signage for the business shall be regulated by the Grand Island sign code for signs in a residential district, and
- (f) Offstreet parking spaces shall be provided on site in a manner and number consistent with the requirements of the Parking and Loading Standards included in this chapter for retail establishments.

Discussion

The TA zone is specifically designed to provide a buffer between the urban and rural uses. Because of that function this zone takes on some of the aspects of both the urban and rural zoning districts. In general, this usually means that more restrictions are placed on the property limiting its use for agriculture while preventing development of the property for urban uses.

A landscaping contractors business including limited on site retail, under the conditions proposed, would permit an additional economically viable use for property in the TA zone. This use under these conditions will also preserve a parcel that is large enough to allow for the future redevelopment of the site at some point in the future.

It would appear that these proposed changes fall within the intent of the TA zone as it is defined in the Grand Island Zoning Ordinance.

The Regional Planning Commission held a public hearing at their meeting on May 10, 2006 to take testimony on the proposed changes.

No other members of the public spoke at the public hearing. Jason Harb, the applicant for this change, was at the meeting to answer Planning Commission questions.

Planning Commissioners discussed the proposed changes and asked if the proposed uses would include a sod farm as well as green houses and nurseries. Nabyty stated that sod farms are permitted in the TA district and that this use was not included in the original language but could be added. Commissioners also asked about parking requirements. Nabyty stated that the retail uses would require paved parking at 1 space per 200 feet of retail floor area in the building. That would be a maximum of five spaces. Planning Commission members thought this should be spelled out in the requirements for the use. Nabyty said that it could be added.

Alternatives

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

1. Move to approve

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

Recommendation

A motion was made by Niemann and seconded by Monter to approve and recommend that the Grand Island City Council approve the proposed changes to Chapter 36 with the addition of sod farm to requirement (b) and the parking requirements (g).

A roll call vote was taken and the motion passed with 9 members present (Reynolds, O'Neill, Miller, Ruge, Snodgrass, Monter, Hayes, Brown, Niemann) voting in favor and no members voting against.

Sample Motion

Motion to approve the changes to Chapter 36 as presented.



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item F1

**#9044 - Consideration of Amending Chapter 8 of the Grand Island
City Code Relative to Building Codes**

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, Interim City Attorney

Meeting: May 23, 2006

Subject: Revisions to the Grand Island City Code: Chapters 8 - Building Code; Chapter 17 - Garbage, Refuse, Waste and Weeds; and Chapter 29 - Food Establishments

Item #'s: F-1, F-2, & F-3

Presenter(s): Dale M. Shotkoski, Interim City Attorney

Background

One of the goals set this year by Administration, the Mayor and City Council was to revise and update the Grand Island City Code. As the effort to update the code is continued, meetings were held with representatives of the Building Department and the Central Nebraska Health Department to review and discuss changes to Chapters 8, 17 and 29.

Discussion

The City Code Revision Committee and Craig Lewis of the Building Department have met as a result of the discussions concerning the Building Code, Chapter 8, and have added in Section 8-40, a new definition for storable pools to cover inflatable or soft sided pools which have the ability to be taken down and stored. Furthermore Section 8-41 was amended to not require a permit for such storable pools. Former Section 8-80 requiring the consent of contiguous property owners for the new location of a moved building was deleted from code as it was no longer deemed necessary. Housekeeping matters taken care of elsewhere in Chapter 8 amended the titles to the building code.

The Code Revision Committee and Ryan King of the Central District Health Department, Craig Lewis of the Building Department and representatives of the Police Department met and as a result of their discussions, the following changes were recommended to Chapter 17. In Section 17-1, a new definition was added to cover hazardous waste. Elsewhere throughout the code, the title of the Health Department was corrected and the numbers for the other sections were cleaned up to reflect the correct numbering system. Former Section 17-13 concerning a wrap requirement for wet garbage was recommended

to be deleted from the code as no longer being necessary. Section 17-52 concerning notice to abate and removal of nuisance for weeds was rewritten to match the requirements of Nebraska State Statutes concerning the abatement of a nuisance and removal procedure for weeds thus eliminating the need to have three separate paragraphs which were formerly Section 17-52; Section 17-53 and Section 17-54. Article V, concerning graffiti was moved from its previous location in Chapter 8 of the City Code to Chapter 17 to assist the coordination of enforcement of the code concerning graffiti and to better organize the City Code.

The Code Revision Committee and Ryan King of the Central District Health Department met to discuss Chapter 29 and as a result of these discussions, the following changes have been recommended. In Section 29-2, it was recommended that a new definition for bakery be established concerning the sale of baked goods. Also in Section 29-2, the definition of food establishment was modified to match state statute. The convenience store definition in Chapter 29-2 was deleted as no longer being necessary. In Section 29-5 of the code, it was recommended that the annual permit periods for the various types of permits allowed be made uniform to run on an annual from May 1 of each year rather than from staggered times throughout the year. Section 29-6 concerning temporary permits was modified so that there would be allowed no more than three renewals of a temporary food permit within a calendar year to prevent temporary businesses from in essence becoming annual businesses without an annual permit.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the changes recommended by city staff to Chapters 8, 17 and 29.

Sample Motion

Motion to approve ordinance revising code sections.

ORDINANCE NO. 9044

An ordinance to amend Chapter 8 of the Grand Island City Code; to amend Sections 8-6, 8-40, 8-41, 8-110, 8-115, 8-141, 8-148, and 8-163 pertaining to housekeeping issues; to delete 8-80 pertaining to moving principal buildings; to remove Division 11 of Article VII of Chapter 8 pertaining to Graffiti; to repeal Sections 8-6, 8-40, 8-41, 8-80, 8-110, 8-115, 8-141, 8-148, and 8-163 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 8-6 of the Grand Island City Code is hereby amended to read as follows:

§8-6. Building Code Advisory Board

There is hereby established a Building Code Advisory Board set out as follows:

BUILDING CODE ADVISORY BOARD

The purpose of the Building Code Advisory Board is to determine the suitability of alternate materials and methods of construction.

Purpose. Whereas, there may arise a design or material that may not meet the exact criteria of the ~~Uniform~~ Building Code, especially in the areas of Energy Related projects, this Board shall examine the data available, and/or may require any additional data, to determine that the proposed material or method is at least equivalent of the purpose as set forth in the Building Codes. The Board may not waive any requirements of the Building Codes, but only approve in lieu of/alternate methods of materials.

Member. The Building Code Advisory Board members will be appointed by the mayor and approved by the city council. They shall be persons who are qualified by experience and training to pass upon matters pertaining to building construction. The Board shall consist of seven members. The chief building official shall be an ex officio member and will act as secretary of the Board. One city council member shall also act as an ex officio member. At least four members of the Board must be present to constitute a quorum and be able to act.

Chairman/Officers; Length of Service. A chairman and vice chairman will be selected from among the seven members and each will serve a two-year term. The seven members will serve two-year terms, alternating four and three on a yearly basis.

Request Procedure. The request process for the Board shall be as follows:

- (1) If an applicant shall be denied a building permit or shall receive disapproval from the chief building official, the applicant may file a request on the forms furnished by the Building Department, together with a request procedure fee in accordance with the City of Grand Island Fee Schedule, stating in full detail what the product or project is, the use, sections of the Code that cannot be fully complied with, what the alternative material or method will be, and sufficient evidence supporting the request. This shall be filed with the chief building official who shall then notify the officers of the Board, who shall set a time of meeting, and the meeting shall be within ten (10) days of the date of application.
- (2) The meeting of the Building Code Advisory Board shall be presided over by the chairman.

ORDINANCE NO. 9044 (Cont.)

- (3) The Board shall hear all evidence by the party requesting consideration and a presentation by the chief building official.
- (4) After hearing all evidence presented, the Board shall determine whether the proposed alternate method of material is equivalent with the interest and safety of the Code, or may recommend changes to their satisfaction.
- (5) An order approving such a request shall require a "Yes" vote of four of the Board members.
- (6) The Board shall render all decisions in writing to the applicant and the chief building official within a reasonable period of time.

SECTION 2. Section 8-40 of the Grand Island City Code is hereby amended to read as follows:

§8-40. Swimming Pool; Definition

Private Swimming Pool means any constructed or assembled pool that is not publicly owned which is more than 24 inches in depth and has a surface area of more than 150 square feet and which is used or intended to be used as a swimming pool.

Storable pool means any inflatable or soft-sided pool that has the ability to be taken down and stored.

SECTION 3. Section 8-41 of the Grand Island City Code is hereby amended to read as follows:

§8-41. Swimming Pool; Permit Required

It shall be required that a permit be issued for the construction or placement of a private swimming pool from the chief building official prior to such construction or placement. An application for a permit shall be submitted by the owner or his agent of the property upon which the pool is to be located. Such application shall be accompanied by a duplicate set of plans, specifications, and plot plans. The plot plan shall show the accurate location of the proposed pool on the property and properly establish distances to existing lot lines, buildings and fences, and to additional proposed structures or fences. No permit shall be issued until such plans, specifications and plot plans have been approved by the chief building official as being in conformance with all local regulations pertaining to private swimming pools.

Storable pools shall not require a permit as identified by this section.

SECTION 4. Section 8-80 of the Grand Island City Code is hereby deleted:

~~**§8-80. Consent of Contiguous Property Owners**~~

~~Before granting permission to move any principal building from one lot to another or from any piece of property to another or to change the location of any building on the same lot or any piece of property to face in another direction or upon another street, the consent of a majority of the property owners of the half block to which such building or structure is to be located and also the consent of the majority of the property owners of the half block facing such new location must be obtained in writing on petitions furnished by the building department. The applicant, for such permission, shall provide a photograph (not less than three inches by five inches in size) of such house or structure which shall become part of the record of the building department and shall be presented as part of the petition to the owners for signing. This signed petition and photograph shall be on file in the building department before any permit shall be issued for the moving of any such building or structure.~~

ORDINANCE NO. 9044 (Cont.)

SECTION 5. Section 8-110 of the Grand Island City Code is hereby amended to

read as follows:

§8-110. Condemnation of Unsafe Buildings

Any building or other structure, or any part thereof which is in part or in whole structurally unsafe, dilapidated, defective, unhealthful, insufficient, or unsafe for the purposes for which it is used, detrimental to the community for any just cause, or in violation of the Grand Island City Code or ~~Uniform~~-Building Code as amended and adopted, is hereby determined to be dangerous and shall be made safe by the owner of record of the property within the time set forth in written notice from the Building Department Director, or his/her designee. Where immediate action is deemed necessary to protect life, health, or property, the Building Department Director, or his/her designee may direct such building or other structure or portion thereof to be vacated forthwith, closed and not used or occupied until made safe as required by the said Building Department Director, or his/her designee. Any buildings or other structures, or any part thereof which is determined after inspection by the Building Department Director, or his/her designee to be dangerous as defined above, are hereby declared to be public nuisances and shall be abated by repair, alteration, rehabilitation, demolition, or removal in accordance with this Code.

SECTION 6. Section 8-115 of the Grand Island City Code is hereby amended to

read as follows:

§8-115. Standards for Repair, Etc.

The following standards shall be observed or followed in determining whether a public nuisance shall be repaired, altered, rehabilitated, demolished or removed:

(1) If the building or other structure or any part thereof can reasonably be repaired, altered, or rehabilitated so that it will no longer exist in violation of the Grand Island City Code or ~~Uniform~~-Building Code as amended and adopted, it shall be ordered repaired, altered, or rehabilitated.

(2) If the building or the structure or any part thereof is in such condition that it cannot reasonably be repaired so that it will no longer exist in violation of the Grand Island City Code or ~~Uniform~~-Building Code as amended and adopted, it shall be ordered demolished or removed.

(3) In any case where a building or other structure or any part thereof is fifty percent damaged, decayed or deteriorated from its original value or structure, it shall be demolished or removed.

(4) In any case where a building or other structure or any part thereof is a fire hazard existing in violation of the Grand Island City Code or ~~Uniform~~-Building Code as amended or adopted, or the Statutes of the State of Nebraska, including but not limited to the Life Safety Code, it shall be demolished or removed.

SECTION 7. Section 8-141 of the Grand Island City Code is hereby amended to

read as follows:

§8-141. Definitions

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. *Webster's Third New International Dictionary of the English Language, Unabridged*, copyright 1981, shall be considered as providing ordinary accepted meanings. Words in the singular include the plural, and the plural the singular. Words used in the masculine gender include the feminine, and the feminine the masculine.

BUILDING CODE is the ~~Uniform~~-Building Code promulgated by the ~~International Conference of Building Officials~~, as adopted by the City of Grand Island ~~this jurisdiction~~

ORDINANCE NO. 9044 (Cont.)

EFFICIENCY DWELLING UNIT is a dwelling unit containing only one habitable room and meeting the requirements of the Building Code Exception.

HEALTH OFFICER is the legally designated head of the Department of Health of this jurisdiction.

HOT WATER is hot water supplied to plumbing fixtures at a temperature of not less than 110°F.

MECHANICAL CODE is the Uniform Mechanical Code ~~promulgated jointly by the International Conference of Building Officials and the International Association of Plumbing and Mechanical Officials, as adopted by the City of Grand Island this jurisdiction.~~

NUISANCE. The following shall be defined as nuisances:

- (1) Any public nuisance known at common law or in equity jurisprudence.
- (2) Any attractive nuisance which may prove detrimental to children whether in a building, or the premises of a building, or upon an unoccupied lot. This includes any abandoned wells, shafts, basements or excavations; abandoned refrigerators and motor vehicles; or any structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation which may prove a hazard for inquisitive minors.
- (3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
- (4) Overcrowding a room with occupants.
- (5) Insufficient ventilation or illumination.
- (6) Inadequate or unsanitary sewage or plumbing facilities.
- (7) Uncleanliness, as determined by the health officer.
- (8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

PLUMBING CODE is the Uniform Plumbing Code ~~promulgated by the International Association of Plumbing and Mechanical Officials~~ adopted by the City of Grand Island.

WORKMANLIKE is executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged, and without marring adjacent work.

SECTION 8. Section 8-148 of the Grand Island City Code is hereby amended to

read as follows:

§8-148. Light and Ventilation

(1) *Natural Light and Ventilation.* All guest rooms, dormitories and habitable rooms within a dwelling unit shall be provided with natural light by means of exterior glazed openings with an area not less than one twentieth of the floor area of such rooms with a minimum of 5 square feet. All bathrooms, water closet compartments, laundry rooms and similar rooms shall be provided with natural ventilation by means of openable exterior openings with an area not less than one-twentieth of the floor area of such rooms with a minimum of 1 1/2 square feet. All guest rooms, dormitories and habitable rooms within a dwelling unit shall be provided with natural ventilation by means of openable exterior openings with an area of not less than one-twentieth of the floor area of such rooms with a minimum of 5 square feet.

(2) *Origin of Light and Ventilation.* Required exterior openings for natural light and ventilation shall open directly onto a street or public alley or a yard or court located on the same lot as the building.

EXCEPTION: Required windows may open into a roofed porch where the porch:

- (a) Abuts a street, yard, or court; and
- (b) Has a ceiling height of not less than 7 feet; and
- (c) Has the longer side at least 65 percent open and unobstructed.

A required window in a service room may open into a vent shaft which is open and unobstructed to the sky and not less than 4 feet in least dimension. No vent shaft shall extend through more than two stories.

For the purpose of determining light and ventilation requirements, any room may be considered as a portion of an adjoining room when one half of the area of the common wall is open and unobstructed and provides an opening of not less than one tenth of the floor area of the interior room or 25 square feet, whichever is greater.

(3) *Mechanical Ventilation.* In lieu of openable windows for natural ventilation, a mechanical ventilation system may be provided. Such system shall be capable of providing two air changes per hour in all guest rooms, dormitories, habitable rooms, and in public corridors. One-fifth of the air supply shall be taken from the outside. In

ORDINANCE NO. 9044 (Cont.)

bathrooms, water closet compartments, laundry rooms, and similar rooms, a mechanical ventilation system connected directly to the outside or into attic space properly ventilated in compliance with the current ~~uniform~~ building code capable of providing five air changes per hour, shall be provided.

(4) *Hallways*. All public hallways, stairs and other exitways shall be adequately lighted at all times in accordance with the Building Code.

SECTION 9. Section 8-163 of the Grand Island City Code is hereby amended to read as follows:

§8-163. Heating and Ventilation

(1) *Heating*. Every dwelling unit and guest room shall be provided with heating facilities capable of maintaining a room temperature of 70 degrees F. Such facilities shall be installed and maintained in a safe condition and in accordance with the provisions of the Grand Island City Code, and all other applicable laws. No unvented or open flame gas heater or apparatus shall be permitted. All heating devices or appliances shall be of an approved type.

(2) *Electrical Equipment*. All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner in accordance with all applicable laws. All electrical equipment shall be of an approved type.

(3) *Ventilation*. Ventilation for rooms and areas, and for fuel burning appliances shall be provided as required in the Grand Island City Code. Ventilating equipment shall be of an approved type, installed and maintained in a safe manner and in compliance with the current ~~uniform~~-building code and all other applicable laws. When mechanical ventilation is provided in lieu of the natural ventilation, such mechanical ventilating system shall be maintained in operation during the occupancy of any building or portion thereof.

SECTION 10. Division 11 of Article VII of Chapter 8 of the Grand Island City Code pertaining to graffiti is hereby removed from Chapter 8 and will move into Chapter 17 of Grand Island City Code.

SECTION 11. Sections 8-6, 8-40, 8-41, 8-80, 8-110, 8-115, 8-141, 8-148, and 8-163 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 12. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 13. 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. 9044 (Cont.)

Enacted: May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item F2

#9045 - Consideration of Amending Chapter 17 of the Grand Island City Code Relative to Garbage, Refuse, Waste, and Weeds

See memo under Ordinance Item F-1.

Staff Contact: Dale Shotkoski

ORDINANCE NO. 9045

An ordinance to amend Chapter 17 of the Grand Island City Code; to amend various sections of Chapter 17 pertaining to housekeeping issues; to clarify the requirements for nuisance abatement of weeds; to move regulations pertaining to Graffiti from Chapter 8 to Chapter 17 of the City Code; to repeal Chapter 17 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. Chapter 17 of the Grand Island City Code is hereby amended to read as follows:

**CHAPTER 17
GARBAGE, REFUSE, WASTE, AND WEEDS**

**Article I. Garbage, Refuse and Waste
Division 1. Duty of Disposal**

§17-1. Definitions

For the purposes of this chapter, the following words and phrases shall have the following meanings:

City Solid Waste Disposal System. The City solid waste disposal system shall mean and include the City-operated sanitary landfill, the City-operated transfer station, and the City-operated compost site.

Compost. Compost shall mean the end product of an aerobic degradation process of yard and garden waste. Approved backyard composting site shall mean one which uses only composting materials as defined herein.

Construction and demolition waste. This shall mean waste which results from land clearing, the demolition of buildings, roads or other structures, including but not limited to, beneficial fill materials, wood (including painted and treated wood), land clearing debris other than yard waste, wall coverings (including wall paper, paneling and tile), drywall, plaster, non-asbestos insulation, roofing shingles and other roof coverings, plumbing fixtures, glass, plastic, carpeting, electrical wiring, pipe and metals. Such waste shall also include the above listed types of waste that result from construction projects. Construction and demolition waste shall not include friable asbestos waste, special waste, liquid waste, hazardous waste and waste that contains polychlorinated biphenyl (PCB), putrescible waste, household waste, industrial solid waste, corrugated cardboard, appliances, tires, drums and fuel tanks.

~~Dead Animals. These words shall mean all small animals such as cats, dogs, and rabbits, which die from any cause. They shall in no way mean large animals such as goats, horses, mules and cows which shall die from any cause.~~

Detachable container. A detachable container is a container of the size approved by the Central District Health Department ~~Department of Health~~ that can be lifted and dumped by a collection truck mechanism.

Garbage. This word shall be held to include every accumulation of animal, fruit or vegetable food waste generated by or resulting from the decay, deterioration, storage, preparation or handling of any animal and vegetable matter in any place or at any point where food is prepared for human consumption, including all kitchen and dining

ORDINANCE NO. 9045 (Cont.)

room refuse produced by households, hotels, restaurants, lunch rooms, clubs, hospitals, schools, stores, warehouses, cold storage plants, creameries, bakeries, or any other source whatsoever existing in the City.

Hazardous Waste. This word shall mean a solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness or (b) pose a substantial present or potential hazard to human or animal health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Junk. Junk shall mean old or scrap copper, brass, rope, batteries, rubber, dismantled or wrecked automobiles, trucks, tractors, and farm machinery or parts thereof, iron, steel, and other old or scrap ferrous or non-ferrous material, which are not held for remelting purposes by an establishment having facilities for remelting material.

Litter. Litter shall include, but not be limited to: (i) Trash, rubbish, refuse, garbage, paper, rags, and ashes; (ii) wood, plaster, cement, brick, or stone building rubble; (iii) grass, leaves, and worthless vegetation; (iv) offal and dead animals; and (v) any machine or machines, vehicle or vehicles, or parts of a machine or vehicle which have lost their identity, character, utility, or serviceability as such through deterioration, dismantling, or the ravages of time, are inoperative or unable to perform their intended functions, or are cast off, discarded, or thrown away or left as waste, wreckage, or junk.

Minimum Service Collection. A minimum service collection in a residential district shall mean not more than one full 32 gallon garbage can or any number of full baskets, boxes, sacks, or bundles equal in volume to but not exceeding one 32-gallon garbage can. The weight of such collection shall not exceed 50 pounds. Such minimum service collection shall be on a once-a-week basis.

Refuse. This word shall be held to include the waste material from normal households or living conditions and business operations other than garbage, but the term shall not include waste materials from building construction or repair, factory wastes, or refuse from industrial plants of any character. In general, the kinds of materials classified as refuse are paper, rags, bottles, tin cans, bottle caps, cardboard, wornout clothing or furniture, household appliances, excelsior, garden or tree trimmings, and similar materials.

Regular Collection. A collection in a residential district shall mean not more than three full thirty-two gallon garbage cans, or two full thirty-two gallon cans and any number of full baskets, boxes, sacks, or bundles equal in volume to not exceeding one thirty-two gallon garbage can. A regular collection shall be on a twice-a-week basis.

Salvage Yard. 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 any material similar to those listed herein.

Special Waste. A solid waste, except waste which is regulated as a hazardous waste, which possesses physical, chemical, or biological characteristics that make it different from general household, or construction and demolition waste, and which requires special handling, treatment, or disposal methodologies in order to protect public health, safety, and the environment.

Waste material. This word shall be held to include all items, objects, or material not included within the definition of garbage, litter, ~~dead animals,~~ yard waste, or refuse as well as petroleum oils, greases, solvents, and fuels, insecticides, herbicides, chemical waste, hazardous materials, or any materials similar to those listed herein.

Yard Waste. Yard waste shall mean grass and leaves and shall not include other yard debris such as tree limbs and brush.

§17-2. Duty of Enforcement ~~Department of Health~~

The Central ~~District Department~~ Health Department or ~~the Grand Island Police Department~~ ~~employees of the City of Grand Island~~ are hereby charged with the duty of enforcing the provisions of this chapter pertaining to the collecting, transporting, and disposing, by approved methods, of all garbage, litter, refuse, yard waste, and waste materials within the City. Approved methods of disposal for garbage, litter, refuse and waste materials are as follows:

- (A) By delivery to a licensed garbage or refuse collector;
- (B) By hauling to the City-operated sanitary or landfill transfer station and dispensing there as directed by the person in charge; provided, that the transportation conforms to the requirements of ~~§17-35~~§17-26;
- (C) By disposal of garbage in a home garbage disposal unit.

ORDINANCE NO. 9045 (Cont.)

Approved methods of disposal for yard waste are as follows:

- (A) By utilizing such yard waste in an approved backyard composting site;
- (B) By delivery to a licensed garbage collector in a separate yard waste collection service;
- (C) By hauling to the City-operated composting site, which is adjacent to the City's transfer station, and dispensing there as directed by the person in charge.

§17-3. Removal; Duty of Owner

It shall be the duty of every owner, and person in possession, charge, or in control of any dwelling, flat, rooming house, apartment house, hospital, school, hotel, club, restaurant, boarding house, or eating place, or in possession, in charge, or in control of any shop, place of business, or manufacturing establishment, where garbage, litter, refuse, yard waste, or other waste material is created, or accumulated, to remove or cause to be removed from the premises where accumulated such garbage, litter, refuse, yard waste or waste material.

It shall be unlawful to place garbage, litter, refuse, yard waste, or waste material in any alley, easement, or vacant property.

§17-4. Litter and Offensive Substances Prohibited; Removal

It shall be the duty of every owner, lessee, tenant, or occupant of any lot or parcel of ground within the city or within two (2) miles of the corporate limits thereof to keep said premises owned, leased, or occupied by such person free from garbage, litter, refuse, rubbish, brush, trash, junk, old building material, offal, manure, and any other offensive or unwholesome matter, and it shall be unlawful for such owner, lessee, tenant, or occupant of such lot or parcel of ground to permit, keep, or maintain thereon any such condition liable to become putrid or injurious to the public health, or any such condition liable to produce disease, or which is conducive to the breeding and existence of rats, mice, flies, mosquitoes, bacteria, or any other rodent or insects. The maintenance or permitting of any of the foregoing conditions on any such lot or parcel of ground is hereby declared to be a public nuisance and shall constitute a misdemeanor punishable as hereinafter provided in this code.

§17-5. Penalty for Violation

Any person violating §17-4 shall upon conviction be deemed guilty of a code violation. Each day shall constitute a separate offense and be punishable as provided in this Code.

§17-6. Notice to Remove; Noncompliance with Notice

Whenever it shall come to the knowledge of the Health Director, his or her designee or employees of the City of Grand Island, that there exists upon such lot or parcel of ground such nuisance, the Health Director, his or her designee or employees of the City of Grand Island shall cause a notice to abate and remove said nuisance within five (5) days to be served upon the owner or the owner's authorized agent, and upon the tenant or occupant of said premises. Said notice shall be served either in person or by mailing such notice by first-class mail, postage prepaid and by certified or registered mail. If such owner, lessee, tenant, or occupant shall have failed or refused to abate and remove such nuisance at the expiration of the date fixed upon such notice, the Director of Health, his or her designee or employees of the City of Grand Island may cause such nuisance to be removed from such parcel or lot, and from any roads, streets, or alleys abutting thereon as set forth in ~~§17-7~~ Section 17-4.3 of this Chapter.

§17-7. Procedure for Removal for Noncompliance

If the Health Director, his or her designee or employees of the City of Grand Island determines that there exists upon any lot or parcel of ground the conditions described above in such a manner as to constitute an immediate nuisance and hazard to the public health and safety, the director, his or her designee or employees of the City of Grand Island shall request the Mayor or his/her designee to declare that such an immediate public nuisance exists, and after any such declaration, the Health Director, his or her designee or employees of the City of Grand Island shall cause to be issued a written notice to abate and remove such public nuisance from such lot or parcel of land within twenty-four (24) hours. Said notice shall be served by personal service upon the owner or the owner's authorized agent, and to any tenant, lessee, or occupant of the premises. If such owner, tenant, lessee, or occupant shall have failed or refused to abate and remove such nuisance at the expiration of the twenty-four (24) hours from delivery of the notice, the Health Director, his or her designee or employees of the City of Grand Island shall cause such nuisance to be removed from such parcel or lot and from any roads, streets, or alleys abutting thereon.

ORDINANCE NO. 9045 (Cont.)

§17-8. Assessment; Levy; Collection

If the costs and expenses of removing litter is not paid within the time provided, the city council shall, and it is hereby empowered to, levy and assess the costs and expenses of such work upon the property so benefitted. The same shall be levied on all lots, tracts or parcels of land to the extent of the special benefits to such real estate, by reason of such improvement, such benefits to be determined by the city council sitting as a board of equalization after publication in a newspaper having general circulation in the City and personal notice at least ten days prior thereto. The assessments so levied shall be a lien on the property on which levied from the date of levy and shall be due and payable to the city treasurer thirty days after such levy and shall become delinquent fifty days after such levy and shall bear interest at the rate of seven percent per annum from the date they become delinquent; and, at the time of the next certification for general revenue purposes to the county clerk, if not previously paid, the special taxes shall be certified to the county clerk and by him be placed upon the tax list and be collected as other real estate taxes are collected, and be paid over to the city treasurer.

§17-9. Disposal of Large Dead Animals

All dead animals such as horses, cows, mules and goats, shall be the property of the owner thereof and shall be promptly hauled away and disposed of by such owner at no cost to the City.

§17-10. Disposal of Construction and Demolition Waste

All accumulation of waste occasioned by the construction, alteration, remodeling, rebuilding, repairing, and/or demolition of buildings or structures shall be removed and disposed of by the owner or contractor at no expense to the City and such waste shall not be considered as garbage or refuse within the meaning of this article.

§17-11. Reserved

§17-12. Reserved

§17-13. Reserved

Division 2. Disposal Receptacles

§17-14. Garbage Receptacles; Residential

It shall be the duty of every owner or occupant of any residential premises where meals are served or where garbage or refuse is created or accumulated to provide and keep on the premises suitable and sufficient watertight, rodent-proof and insect-proof metal or plastic receptacles, equipped with a tight-fitting lid and handles or a bail for easy handling. Such receptacles shall not be larger than thirty-two gallons; provided, in multi-family residential areas, detachable containers may be used upon approval of the Central District Health Department~~Department of Health~~.

§17-15. Garbage Receptacles; Non-residential

It shall be the duty of every owner or occupant of any non-residential premises where meals are served or where garbage or refuse is created or accumulated to provide on such premises suitable and sufficient watertight, rodent-proof and insect-proof metal or plastic receptacles, equipped with a tight-fitting lid and handles or a bail for easy handling, provided, other receptacles may be used in accordance with the following:

(A) Fiber or pressed board receptacles may be used as garbage containers for restaurants, cafes and other similar businesses if such receptacles are protected from the elements and covered so that the contents will not blow away;

(B) Detachable containers may be used upon approval of the Central District Health Department~~Department of Health~~.

Except as provided above, garbage receptacles in non-residential areas shall not exceed twenty gallons. Fifty-five gallon barrels or drums shall not be permitted as garbage receptacles.

§17-16. Duty to Keep Clean

It shall be the duty of every person to keep his or her garbage receptacles or waste cans reasonably clean and free from offensive odors.

ORDINANCE NO. 9045 (Cont.)

§17-17. Garbage Receptacles; Storage

All receptacles and cans used for the collection of garbage and refuse shall be kept on the rear of the lot or at a convenient place upon the private premises to facilitate the collection thereof; provided, that where residential premises do not abut alleys, all baskets, boxes, plastic sacks, bundles, or other containers of leaves or grass, shall be placed by the owner or occupant of any such residential premises at the curb adjacent to the premises prior to the time of collection to facilitate the collection thereof. In no event shall receptacles, cans, or storage racks be located or permitted in City alleys, easements, or other City right-of-way.

§17-18. Receptacles; Repair or Replacement

If garbage cans or receptacles are in a state of disrepair, or do not meet the requirements of this article, it shall be the duty of the Central District Health Department ~~Department of Health~~ to leave notice with the owner thereof directing such repair or replacement as may be necessary.

~~**§17-13. Wet Garbage**~~

~~All wet garbage in the residential districts shall be securely wrapped in waste paper or put in paper sacks or containers before placing the same in garbage cans or receptacles.~~

§17-19. Tree Limbs and Branches

All tree limbs and branches to be picked up as garbage or refuse shall be cut so that none shall be more than five feet in length and the same shall be tied in bundles not to exceed fifty pounds in weight.

§17-20. Reserved

§17-21. Reserved

§17-22. Reserved

Article II. Collection, Transportation and Disposal

Division 1. Licensed Collectors

§17-23. License Required; Fee

(A) It shall be unlawful for any person, firm, or corporation to collect and transport garbage or refuse for hire without first obtaining a license therefor from the City.

(B) The following two types of licenses are authorized:

(1) Garbage Hauler License entitles the licensee to collect and transport both garbage and refuse.

(2) Refuse Hauler License entitles the licensee to collect and transport only refuse.

(C) The license year shall run from October 1 of the calendar year to September 30 of the following calendar year.

(D) The fee for a garbage hauler license shall be in accordance with the City of Grand Island Fee Schedule, no part of which shall be refundable.

(E) The fee for a refuse hauler license shall be in accordance with the City of Grand Island Fee Schedule, no part of which shall be refundable.

(F) The provisions of this section shall not apply to lawn care or tree trimmer businesses.

(G) No license issued hereunder shall be transferable.

§17-24. Residency Requirements

All garbage hauler licensees must be and remain residents of Hall County, Nebraska, at all times during the license year. This requirement must be met in one or more of the following ways:

(A) By the individual licensee; or

(B) If the licensee is a partnership, by at least one partner; or

(C) If the licensee is a corporation, by the corporation's registered agent or one or more corporate officers;

or

(D) If a licensee cannot satisfy the residency requirements set forth in subsections (A) through (C) above, the licensee must appoint a person as an agent who is authorized to receive service of process for the licensee and who meets the residency requirements of this section. Said authorization shall be in writing, acknowledged

ORDINANCE NO. 9045 (Cont.)

before a notary, and shall contain a provision that said authorization may not be revoked without the prior written consent of the City.

§17-25. Application for License; Renewal

(A) Any individual, partnership, or corporation applying for a garbage hauler's license or a refuse hauler's license shall file the following with the city clerk:

(1) A completed application form;

(2) A list of all vehicles and auxiliary equipment therefor to be used by the applicant in collecting and transporting garbage or refuse. All motor vehicles shall be identified in the manner required by ~~§17-26~~§17-18;

(3) A certificate of insurance as required by ~~§17-29~~§17-21;

(4) A performance bond as required by ~~§17-30~~§17-22 (garbage hauler licensees only);

(5) The fee for the license for which application is made as established by ~~§17-23~~§17-15;

(6) A copy of the document appointing an agent pursuant to subsection ~~17-24~~ 17-16 (D), if the residency requirement of said section is being met under that subsection;

(7) A certificate from the ~~Central District Health Department~~ Department of Health showing that the licensee's equipment and method of operation are in compliance with the department's guidelines therefor approved by the city council under ~~§17-26~~§17-18 (B).

(B) ~~Within three (3) business days of receiving the application and all required documents,~~ The city clerk shall issue the appropriate license to the applicant after city council approval.

(C) The procedure for license renewal shall be the same as for a new license, with the additional requirement that the licensee must file his, her, or its application for renewal at least ten days but not more than thirty days prior to the expiration date of the license.

§17-26. Vehicle Specifications

(A) Any vehicle used by a refuse hauler licensee to collect and transport refuse shall be equipped with a cover of such a material sufficient to prevent any refuse and waste materials from being blown away or jarred off such vehicle.

(B) Any vehicle used by a garbage hauler licensee to collect and transport garbage, shall have a body designed specifically for the transportation of garbage which meets the ~~Central District Health Department~~ Department of Health guidelines therefor. The ~~Central District Health Department~~ Department of Health shall submit said guidelines to the city council for approval prior to implementation.

(C) All garbage and refuse vehicles used by licensees shall display a commercially prepared sign showing the name of the licensee in letters not smaller than four inches high.

(D) All applicants and licensees shall provide the city clerk with a list of all vehicles to be used in collecting and transporting garbage and/or refuse. For each vehicle, the list shall state: (1) the vehicle's make and model; (2) the VIN number; (3) the year produced; (4) the license plate number; and (5) the gross vehicle weight (GVW). Said list shall be updated whenever any vehicle is added or deleted from usage.

(E) All vehicles and equipment used by a licensee shall be maintained in as clean and sanitary a condition as possible while in use.

§17-27. Office and Telephone Required

All garbage hauler licensees shall maintain one or more offices within the zoning jurisdiction of the City of Grand Island at all times during the license year, which are available for contact by the public from 8:00 a.m. to 5:00 p.m. from Monday through Friday, and from 8:00 a.m. to 12:00 Noon on Saturday. A licensee may use an automatic telephone answering machine or similar device for this requirement.

§17-28. Complaints

All garbage hauler licensees shall:

(A) Maintain a local telephone number for the receipt and processing of complaints, which will enable customers to make contact with the licensee during the business hours established by ~~§17-27~~§17-19.

(B) Make an investigation as to the validity of all complaints received, and take corrective action on all valid complaints within twenty-four (24) hours of receiving said complaint.

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(C) Maintain a record of complaints received, which sets forth the following information:

1. The name and address of the complainant;
2. The date and time the complaint was received;
3. The action taken in response to the complaint; and
4. The date and time action was taken.

(D) Make the records required by subparagraph (C) above available for inspection by the City during the business hours established by ~~§17-27~~ ~~§17-19~~ or produce said records for inspection by the city council upon request.

(E) Publish a notice in the local weekly newspaper at least once every six (6) months, which informs the licensee's customers of the phone number or numbers which may be called if they have any complaints or questions regarding their garbage service. Said notice may be contained within and be a part of the licensee's normal advertisements.

(F) The requirements of this section may be met by either the licensee or a designated agent.

§17-29. Insurance

(A) Every licensee shall maintain in full force and effect insurance policies written by a company or companies authorized to do business in Nebraska, in the following amounts:

(1) Worker's Compensation insurance in compliance with the laws of Nebraska, and Employer's Liability insurance with limits of not less than \$100,000; except that a sole proprietor applying for a refuse hauler license who has no employees shall be exempt from providing proof of Worker's Compensation insurance.

(2) Comprehensive General Liability Insurance covering the operations of the licensee with limits of not less than \$500,000 per occurrence for bodily injury and property damage.

(B) The licensee shall furnish the city clerk a certificate or certificates of insurance for the above insurance coverage which shall contain a statement that said policies contain a provision that said policies may not be canceled without written notice of such cancellation having been served on the City at least thirty (30) days prior to the date of cancellation.

§17-30. Performance Bond

(A) Each garbage hauler licensee shall maintain in full force and effect a performance bond with a corporate surety licensed to do business in Nebraska and in favor of the City and all customers of the licensee, guaranteeing:

(1) That all services purchased by the licensee's customers shall be furnished in a manner in full compliance with the provisions of ~~§17-23~~ ~~§17-15~~ through ~~§17-38~~ ~~§17-26~~ inclusive, or the money paid therefor be refunded in total to said customer or customers;

(2) That all the licensee's duties under all contracts with residential customers shall be performed; and

(3) That all fees owed the City, including landfill fees and spillage cleanup fees, shall be paid in full by the 20th day of the month as indicated in ~~§17-42~~ ~~§17-30~~.

(B) The bond required hereby shall be in the amount of fifty thousand dollars (\$50,000.00).

§17-31. License Revocation

(A) The city council may, after notice and hearing, suspend or permanently revoke a garbage hauler's or refuse hauler's license, for one or more of the following reasons:

(1) Failing to maintain residency requirements of ~~§17-24~~ ~~§17-16~~.

(2) Failing to maintain all insurance required by ~~§17-29~~ ~~§17-21~~.

(3) Failing to pay the City landfill fees or spillage cleanup fees when due.

(4) Misusing a license in violation of ~~§17-25~~.

(5) Violating one or more provisions of this chapter relating to the collection and transportation of garbage, and/or trash; or failing to fulfill one or more of the terms of a contract with any customer, on five or more occasions in any twelve-month period.

(B) If the city council determines that, based upon the evidence presented, a suspension is warranted, it shall order the hauler's license be suspended for a period of not less than thirty (30) nor more than one hundred eighty (180) days. Said suspension shall begin on the first day of the month following the date the order of suspension is entered. The licensee shall, before his, her, or its license may be renewed, refund to all customers all fees collected in advance for service to be rendered during the period of suspension; provided, that said licensee may, at his, her, or

ORDINANCE NO. 9045 (Cont.)

its option, pay a fine in lieu of suspension in the amount of ten (10) dollars for each day of suspension. Said option must be made and the fines therefor must be paid prior to the first day of suspension under the council's order.

(C) If the city council determines that, based upon the evidence presented, revocation is warranted, it shall order the hauler's license to be revoked immediately. The order of revocation shall require the licensee to refund to his, her, or its customers, all fees collected in advance for services that were to be rendered after the date of revocation; and require the payment of all fees due the City.

(D) Any licensee whose license has been revoked may not reapply for a license for a period of five years.

(1) This prohibition shall apply to individuals, partners, corporate officers and agents, and all managerial personnel involved in the violations for which revocation was ordered.

(2) Nothing herein shall prohibit a licensee from employing a person who is subject to the order of revocation.

§17-32. Use of Licensee Name by Another

No licensee shall permit another by lease, rental, or other agreement to engage in such business under the name of the licensee or to use the licensee's equipment in such business; provided, that this shall not prohibit a licensee from lending equipment to another licensee on a temporary basis, so long as such equipment has been approved for use by the City.

§17-33. Collection Time

It shall be unlawful for any licensee or employee thereof to begin collecting garbage or trash from any property within the city limits before 5:00 a.m.

§17-34. Levels of Service Offered

Every licensed garbage hauler shall offer regular collection service to all customers.

Upon customer request, every licensed garbage hauler shall provide minimum service collection.

The rate for minimum service collection shall be the minimum rate necessary to offset the cost of the minimal service and will not be used to offset the cost of services provided to other customers.

Haulers will provide a way for customers to occasionally dispose of additional refuse at additional cost. The hauler will charge an additional amount for this service, based on his additional cost to pick up, transport, process, and dispose of the additional refuse. Units of additional refuse shall be in volumes of 32 gallons, not to exceed 50 pounds each.

Nothing in this ordinance shall prohibit haulers from offering additional levels of service.

§17-35. Disposal by Unlicensed Persons

(A) The provisions of ~~§17-23 §17-15~~ through ~~§17-34 §17-25~~ shall not be interpreted as preventing persons from collecting and transporting their own garbage, refuse, construction and demolition waste, and waste materials approved for disposal from their own property to the City disposal facilities, so long as such garbage, refuse, construction and demolition waste, and trash is secured as set forth in subsection (B) below.

(B) The garbage, trash, refuse, construction and demolition waste, and waste materials collected and hauled pursuant to this section must be completely covered or otherwise contained or securely fastened so as to prevent any such materials which are liquid in nature from seeping or leaking from the vehicle, and any solid waste materials from being blown or jarred from the vehicle onto the streets or adjoining property.

§17-36. Reserved

§17-37. Reserved

§17-38. Reserved

Division 2. City Landfill

§17-39. Landfill Site

The City of Grand Island shall provide suitable landfill or transfer station areas for the disposal of garbage, refuse, and construction and demolition waste. All garbage and refuse collectors licensed by the City of Grand Island shall deposit all garbage, refuse, and construction and demolition waste collected in such areas. It shall be

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unlawful, except as set forth herein, to unload or deposit any garbage, refuse, construction and demolition waste and the contents of privy vaults and cesspools hauled from any premises within the corporate limits of the City of Grand Island, and destined for disposal within the State of Nebraska, at any place other than the approved disposal site designated as the landfill or transfer station areas provided by the City of Grand Island. The prohibition herein shall not apply to garbage or refuse processed at a Materials Recovery Facility operated pursuant to a permit issued by the Nebraska Department of Environmental Quality. All garbage, refuse, and construction and demolition waste lawfully deposited in City landfill areas shall become the property of the City of Grand Island.

§17-40. Hours of Operation

The Public Works Director ~~mayor~~ shall have the authority to designate the days and hours that the City landfill or transfer station areas will be open to the public. Notice thereof shall be posted at the entrance to the area.

§17-41. Fees

All persons who dispose of Municipal Solid Waste at the City transfer station, or the Grand Island Regional landfill when permitted, shall pay to the City for such dumping privileges, for each load, an amount in accordance with the City of Grand Island Fee Schedule.

An additional charge shall apply when the delivering vehicle is not properly equipped or the load is not completely covered, or otherwise contained or securely fastened as required by this chapter or other applicable laws. Penalty provision applies to all loads.

All yard waste, clean trees and branches shall be free of trash and debris. All plastic bags must be removed by the hauler.

Special wastes as defined in §17-1 and so designated by the Solid Waste Superintendent or his/her designee as requiring additional handling due to disposal method and/or operational considerations shall be charged ~~at two (2) times the applicable~~ a disposal rate in accordance with the City of Grand Island Fee Schedule. Due to the additional handling necessary to process the disposal of special waste, no special waste will be accepted within one hour of the end of the working day.

Fuel contaminated soils require Nebraska Department of Environmental Quality and landfill pre-approval.

Asbestos (ACM) ~~will require~~ Nebraska Department of Environmental Quality and landfill pre-approval. Disposal only during scheduled hours. Haulers shall use same equipment and procedures at disposal area as required for removal procedures. ACM shall be in approved condition and/or containers. ~~(Conditions subject to change as required by federal, state, or local rules and regulations.)~~

If full payment is not received by the 20th of each month in the month it is due, a late payment charge shall be assessed. This charge shall be one percent (1%) per month of the unpaid balance.

The fees required by this chapter may be waived by order of the mayor when, in the discretion of the mayor, the public health, safety, and welfare of the community would be enhanced by the waiving of such fees because of city-wide or district cleanup or improvement campaigns, or because of fire, flood, tornado, or other event, or series of events, causing extensive damage to the homes and property of the residents of the City of Grand Island.

This section shall not be construed to permit the mayor to waive fees for garbage and refuse licensees under this chapter, disposing of garbage, refuse and waste materials for hire at the City transfer station or sanitary landfill in the normal course of their business.

§17-42. Fees; Monthly Statement

All charges or approved licensee accounts made for such use of the City landfill shall be billed on the first day of the month and payable by the 20th day of such month; provided, the Department of Public Works shall accumulate all information necessary for such billings by the city treasurer, and all such billings shall be payable at the office of the city treasurer.

§17-43. Fees; Failure to Pay

The city council may in its discretion revoke the license of any person licensed under the provisions of this article who shall for fifteen days fail to pay any amount due the City for the use of the City landfill as provided by this article.

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§17-44. Lead-acid Batteries; Waste Oil; ~~Hazardous Waste~~; Prohibited

It shall be unlawful to deposit for disposal, attempt to deposit for disposal, or leave for collection by a licensed garbage or refuse collector, any lead-acid batteries, ~~or~~ waste oil, or other hazardous waste materials in the City solid waste disposal system.

§17-45. Automobile Parts; Bulky Refuse

It shall be unlawful for any person to haul to and deposit in the City landfill any automobile chassis, automobile tops, automobile frames, automobile fenders, any farm implements, or any bulky refuse made of iron, steel, tin, or metal of any kind without first having such automobile chassis, automobile tops, automobile frames, automobile fenders, any farm implements, or any bulky refuse made of iron, steel, tin, or metal of any kind cut or broken into pieces not over two feet in height.

§17-46. Burn Barrels; Fireplace Ashes; Acceptance of

The senior operator on duty at the Grand Island Solid Waste facilities (landfill and transfer station) shall, at his/her sole and absolute discretion, have the right to refuse burn barrels or fireplace ashes if in his/her judgment, based upon the time of day as relating to the time of closing of said facilities, such disposal will create the potential of fires.

§17-47. Reserved

§17-48. Reserved

§17-49. Reserved

Article III. Weeds

§17-50. Weeds; Prohibited

It shall be unlawful and hereby declared a public nuisance for any owner, agent, occupant, or person in possession, charge or control of any lot or piece of ground in the City of Grand Island, Nebraska, to allow or maintain any growth of twelve inches or more in height of weeds, grasses, or worthless vegetation and upon conviction such owner, agent, occupant, or person shall be penalized in accordance with the provisions of the Grand Island City Code. A separate and distinct offense shall be regarded as having been committed on each calendar day that such weeds, grasses, or worthless vegetation is permitted to remain on said premises.

As used and applied in this section, weeds shall include, but not be limited to, bindweed (*convulvulus arvensis*), puncture vine (*tribulus terrestris*), leafy spurge (*euphorbia esula*), Canada thistle (*cirsium arvense*), perennial peppergrass (*lepidium draba*), Russian knapweed (*cenaurea picris*), Johnson grass (*sorghum halepense*), nodding or musk thistle (*Carduus nutans*), Scotch thistle (*onopordum acanthium*), morning glory (*Impmoea* spp.), bur ragwood (*Franseria discolor*/*Franseria tomentosa*), glodepodded hoary cress (*Hymenophysa pubescens*), quack grass (*agropyron repens*), perennial sow thistle (*sonchus arvensis*), horse nettle (*solanum carolinense*), bull thistle (*cirsium lanceolatum*), buckthorn (*rahmnus* sp.) (*tourn*), hemp plant (*cannabis sativa*), ragweed (*ambrosiaceae*), or any other economically useless plant or plant of unsightly appearance.

§17-51. Duty to Cut

It shall be the duty of each owner, agent, occupant, or person in possession, charge or control of any lot or piece of ground in the City of Grand Island, Nebraska, to cut and remove from such lot or piece of ground together with the adjoining streets or alleys, all weeds, grasses, or worthless vegetation twelve inches or more in height, and the cuttings shall be removed from such real estate.

§17-52. Notice to Abate; Remove Nuisance

Notice to abate and remove such nuisance shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or certified mail. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the city or by conspicuously posting the notice on the lot or ground upon which the nuisance is to be abated and removed. Within five days after receipt of such notice or publication or posting, whichever is applicable, if the owner or occupant of

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the lot or piece of ground does not request a hearing with the city or fails to comply with the order to abate and remove the nuisance, the city may have such work done. If unpaid for two months after such work is done, the city may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

§17-52. Notice to Cut

~~_____ All weeds, grasses, or worthless vegetation twelve inches or more in height shall be cut and removed from all lots and pieces of land in the City of Grand Island, Nebraska.~~

~~_____ Notice to abate and remove such nuisance shall be sent to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or certified mail. Within five days after receipt of such notice, if the owner or occupant of the lot or piece of ground does not request a hearing with the City or fails to comply with the order to abate and remove the nuisance, or if such owner, agent or occupant cannot be served, the City may have such work done and may levy and assess the costs and expenses of the work upon the lot or piece of ground so benefitted in the same manner as other special taxes for improvements are levied and assessed.~~

§17-53. Noncompliance with Notice; Procedure

~~_____ Upon the failure of the owner, agent, occupant, or person in possession, charge or control of any lot or piece of land in the City of Grand Island to comply with the notice in regard to the cutting and removing of weeds, grasses, or worthless vegetation, the city council may have such work done and the real estate cleaned of refuse, debris or other obstructions to permit such work, if necessary. Upon such action by the city council a bill for the expenses and costs as hereinbefore provided shall be presented to the owner, agent, occupant, or person in possession, charge or control of such real estate for payment within ten days from the date of such bill.~~

§17-54. Assessment; Levy; Collection

~~_____ If the costs and expenses of cutting and removing weeds, grasses, or worthless vegetation and costs of removing any refuse, debris or other obstructions to permit such cutting is not paid within the time provided, the city council shall, and it is hereby empowered to, levy and assess the costs and expenses of such work upon the property so benefitted. The same shall be levied on all lots, tracts or parcels of land to the extent of the special benefits to such real estate, by reason of such improvement, such benefits to be determined by the city council sitting as a board of equalization after publication in a newspaper having general circulation in the City and personal notice at least ten days prior thereto. The assessments so levied shall be a lien on the property on which levied from the date of levy and shall be due and payable to the city treasurer thirty days after such levy and shall become delinquent fifty days after such levy and shall bear interest at the rate of fourteen percent (14%) per annum from the date they become delinquent; and, at the time of the next certification for general revenue purposes to the county clerk, if not previously paid, the special taxes shall be certified to the county clerk and by him be placed upon the tax list and be collected as other real estate taxes are collected, and be paid over to the city treasurer.~~

§17-53. Reserved

§17-54. Reserved

§17-55. Reserved

Article IV. Unlicensed or Inoperable Vehicles

§17-56. Definitions

The following definitions are applicable to all Code sections pertaining to unlicensed or inoperable vehicles:

- (1) *Unlicensed Vehicle* means any vehicle as defined in Chapter 22 of the City Code which does not display valid license plates or valid in transit stickers.
- (2) *Building* means a structure with four walls and a roof erected in compliance with the city building codes.
- (3) *Wrecked* means a vehicle that has been damaged to such an extent that such vehicle, if operated on the streets or highways, would be in violation of one or more state statutes or city code sections pertaining to the condition of vehicles being operated on the alleys, streets or highways.

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(4) *Dismantled* means lacking any vehicle part, the absence of which, if such a vehicle were operated on the streets or highways, would cause such vehicle to be in violation of one or more state statutes or city code sections pertaining to the condition of vehicles being operated on the alleys, streets or highways.

(5) *Inoperable* means having one or more parts necessary for the operation of a vehicle either not attached to such vehicle or in non-working condition, including but not limited to a fully charged battery and all tires fully inflated. Inoperable shall include totally or partially wrecked or dismantled vehicles.

§17-57. Unlicensed or Inoperable Vehicles; Public Nuisances

The placement of any unlicensed or inoperable vehicle or any vehicle parts on any tract of land within the City of Grand Island shall be deemed a public nuisance and may be abated pursuant to §20-15 of the Grand Island City Code upon written request by the Grand Island Police Department pursuant to §20-15 of the Grand Island City Code. It shall be unlawful for any owner, owner's duly authorized agent or person in possession, charge or control, or the occupant of such a tract to cause, maintain, or permit such public nuisance to exist on said property, except in a manner as set forth below.

§17-58. Placement of Unlicensed or Inoperable Vehicles

Unlicensed or inoperable vehicles and vehicle parts, whether junked, salvaged, or new, may be placed:

(1) On any tract being used as a salvage yard, which is in full compliance with all city code sections pertaining to such businesses, including zoning.

(2) On any tract being lawfully used for a business activity related to unlicensed or inoperable vehicles, such as an automotive body shop, so long as the unlicensed or inoperable vehicles and parts are stored in an area that is screened from adjoining property and the public right-of-way by a sight-obscuring fence at least six feet in height, or such unlicensed or inoperable vehicles and vehicle parts are removed from the premises; provided, that unlicensed or inoperable vehicles being displayed for sale as whole units by a licensed automobile dealer are not subject to this screening requirement.

(3) On any other tract, so long as such unlicensed or inoperable vehicles and such vehicle parts are placed within a building.

§17-59. Removal of Unlicensed or Inoperable Vehicles

(A) The chief of police or any police supervisor may cause the removal of any unlicensed or inoperable vehicle or vehicle parts:

(1) from any public property; or

(2) from any private property with the permission of the owner or occupant thereof or by authority of a Court order.

(B) The towing, impoundment, and disposal provisions set forth in Chapter 22 shall be applied to all unlicensed or inoperable vehicles and vehicle parts removed under authority of this section.

§17-60. Storage of Damaged Vehicles

No automobile repair shop, body shop, or dealer may store any customer, inventory, or owned vehicles on the public right-of-way or streets, but shall be required to store such vehicles on the business premises.

§17-61. Reserved

§17-62. Reserved

§17-63. Reserved

Article V. Graffiti

§17-64. Intent

Graffiti on public and private property is a blighting factor which not only depreciates the value of the property which has been the target of such malicious vandalism, but also depreciates the value of the adjacent and surrounding properties, and in so doing, negatively impacts upon the entire community. The City Council finds and

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determines that graffiti is a nuisance and unless it and other inscribed material is removed from public and private properties, it tends to remain.

§17-65. Definitions

Whenever the following terms are used in this division, they shall have the meanings established by this section:

Grffiti means the defacing, damaging or destroying by the spraying of paint or marking of ink, chalk, dye or other similar substances on public and private buildings, structures and places.

Grffiti abatement procedure means an abatement procedure which identifies graffiti, issues notice to the landowner to abate the graffiti, and cures in absence of response.

Private contractor means any person with whom the city shall have duly contracted to remove graffiti.

§17-66. Graffiti - Prohibited

It shall be unlawful for any person to write, paint or draw upon any wall, rock, bridge, building, fence, gate, other structure, tree, or other real or personal property, either publicly or privately owned, any drawing, inscription, figure or mark of the type which is commonly known and referred to as "graffiti" within the city.

§17-67. Same - Violation; penalty

Any person who is convicted of violating ~~§17-68, §8-188~~ shall be punished by a fine pursuant to §1-7 of the Grand Island City Code. In addition to such punishment, the court may, in imposing sentence, order the defendant to restore the property so defaced, damaged or destroyed.

§17-68. Same - Notice of removal

Whenever the City Administrator, or his/her designee determines that graffiti exists on any public and private buildings, structures and places which are visible to any person utilizing any public right-of-way in this city, be this road, parkway, alley, or otherwise, and that seasonal temperatures permit the painting of exterior surfaces, the City Administrator, or his/her designee shall cause a notice to be issued to abate such nuisance. The property owner shall have ten (10) days after the date of the notice to remove or paint over the graffiti, or the conditions will be subject to abatement by the city. If the property owner elects to paint over the graffiti, the paint used to obliterate the graffiti shall be as close as practicable to background color(s).

The notice to abate graffiti pursuant to this section shall consist of a written notice to be served upon the owner(s) of the affected premises, as such owner's name and address appears on the last property tax assessment rolls of the county. If there is no known address for the owner, the notice shall be sent in care of the property address. The notice required by this section may be served in any one of the following manners:

- (1) By personal service on the owner, occupant or person in charge or control of the property.
- (2) By registered or certified mail addressed to the owner at the owner's last known address. If this address is unknown, the notice will be sent to the property address.

The notice shall be substantially in the following form:

NOTICE OF INTENT TO REMOVE GRAFFITI

Date:

NOTICE IS HEREBY GIVEN that you are required by law at your expense to remove or paint over the graffiti located on the property commonly known as: _____, Grand Island, Nebraska, which is visible to public view, within ten (10) days after the date of this notice; or, if you fail to do so, City employees or private contractors employed by the City will enter upon your property and abate the public nuisance by removal or painting over the graffiti. The cost of the abatement by the City employees or its private contractors will be assessed upon your property and such costs will constitute a lien upon the land until paid.

All persons having any objection to, or interest in said matters are hereby notified to submit any objections or comments to the City Administrator of the City of Grand Island, Nebraska, or his/her designee within forty-eight (48) hours from the date of this notice. At the conclusion of this ten (10) day period, the City may proceed with the abatement of the graffiti inscribed on your property at your expense without further notice.

City of Grand Island, Nebraska, Municipal Corporation,

ORDINANCE NO. 9045 (Cont.)

By: _____
Title: _____

§17-69. City's Costs Declared Lien

Any and all costs incurred by the city in the abatement of the graffiti nuisance under the provisions of this division may constitute a lien against the property upon which such nuisance existed.

§17-70. Removal by City

Upon failure of persons to comply with the notice by the designated date, or such continued date thereafter as the City Administrator, or his/her designee approves, then the City Administrator, or his/her designee, with the consent of the Mayor, is authorized and directed to cause the graffiti to be abated by city forces or private contract, and the city or its private contractor is expressly authorized to enter upon the premises for such purposes. All reasonable efforts to minimize damage from such entry shall be taken by the city, and any paint used to obliterate graffiti shall be as close as practicable to background color(s). If the City Administrator provides for the removal of the graffiti or other inscribed material, he shall not authorize nor undertake to provide for the painting or repair of any more extensive area than that where the graffiti or other inscribed material is located.

§17-71. Private Property Consent Forms

Property owners in the city may consent in advance to city entry onto private property for graffiti removal purposes. The city will make forms for such consent available.

SECTION 2. Chapter 17 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: May 23, 2006.

Jay Vavricek, Mayor

ORDINANCE NO. 9045 (Cont.)

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item F3

#9046 - Consideration of Amending Chapter 29 of the Grand Island City Code Relative to Restaurants and Food Services

See memo under Ordinance Item F-1.

Staff Contact: Dale Shotkoski

ORDINANCE NO. 9046

An ordinance to amend Chapter 29 of the Grand Island City Code; to amend Section 29-2 pertaining to definitions; to amend Section 29-4 pertaining to food establishment permits; to amend Section 29-5 pertaining to annual permits; to amend Section 29-6 pertaining to temporary permits; to repeal Sections 29-2, 29-4, 29-5, and 29-6 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 29-2 of the Grand Island City Code is hereby amended to read as follows:

§29-2. Definitions

As used in this chapter, the following terms shall have the following meanings:

~~Bake Sale.~~ The act of selling or offering for sale food items which are prepackaged, pre-wrapped, non-potentially hazardous foods.

Bakery. An establishment whose primary operation is the manufacture and sale of baked goods, i.e. donuts, cakes, and breads.

Caterer. A person who transports ready to eat food from a permitted food service establishment to another location or building for service on a per event basis for hire, and does not include a temporary food service event.

Commissary. A food establishment where food, food containers, or food supplies are kept, handled, prepared, packaged, or stored for use in mobile food units, pushcarts, or vending machines.

~~Convenience Store.~~ A food establishment or section of an establishment where the food offered to the consumer is intended for off-premise consumption and there are no meat processing or produce processing areas.

Food Establishment. An operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption. The term does not include:

(1) An establishment or vending machine operation that offers only prepackaged soft drinks, carbonated or noncarbonated, that do not contain a primary dairy product or dairy ingredient base or that contain less than fifteen percent natural fruit or vegetable juice; candy; chewing gum; potato or corn chips; pretzels; cheese puffs and curls; crackers; popped popcorn; nuts and edible seeds; and cookies, cake, pies, and other pastries, that are not potentially hazardous.

(2) A produce stand that only offers whole, uncut fruits and vegetables.

(3) A food processing plant.

(4) A salvage operation.

(5) A private home where food is prepared or served for personal use, a small day care in the home, or a hunting lodge, guest ranch, or other operation where no more than ten paying guests eat meals in the home.

(6) A private home or other area where food that is not potentially hazardous is prepared: (a) for sale or service at a function as a religious, charitable, or fraternal organization's bake sale or similar function; or (b) for sale directly to the consumer at a farmers market if the consumer is informed by a clearly visible placard at the sale location that the food was prepared in a kitchen that is not subject to regulation and inspection by the regulatory authority.

ORDINANCE NO. 9046 (Cont.)

~~(7) The location where food prepared by a caterer is served so long as the caterer only minimally handles the food at the serving location.~~

~~(8) A pharmacy as defined in Neb. Rev. Stat. §71-425 if the pharmacy only sells prepackaged pharmaceutical, medicinal, or health supplement foods that are not potentially hazardous or foods described in subsection (1) of this section.~~

~~Shall mean an operation that stores, prepares, packages, serves, sells, vends, or otherwise provides food for human consumption. The term does not include:~~

~~—(1) An establishment that offers only prepackaged foods that are not potentially hazardous;~~

~~—(2) A produce stand that only offers whole, uncut fresh fruits and vegetables;~~

~~—(3) A food processing plant;~~

~~—(4) A salvage establishment;~~

~~—(5) A private home where food is prepared or served for personal use, a small day care in the home, or a hunting lodge, guest ranch or other operation where no more than ten paying guests eat meals in the home;~~

~~—(6) A private home or other area where food that is not potentially hazardous is prepared for sale or service at a religious, charitable, or fraternal organization's bake sale or similar function;~~

~~—(7) The location where food prepared by a caterer is served so long as the caterer only minimally handles the food at the serving location; and~~

~~—(8) Educational institutions, health care facilities, nursing homes, and governmental organizations which are inspected by a state agency or a political subdivision other than the regulatory authority for sanitation in the food preparation areas.~~

Food Processing Plant. A commercial operation that manufactures, packages, labels, or stores food for human consumption and does not provide food directly to the consumer.

Licensed Beverage Establishment. An establishment that serves alcoholic beverages and may or may not provide limited food service, e.g. frozen prepackaged sandwiches, frozen pizza, hot dogs, popcorn. Any item not requiring preparation on site.

Limited Food Service Establishment. An establishment that serves or otherwise provides only snack items or commercially prepared and wrapped foods that require little or no preparation.

Mobile Food Unit or Pushcart. A vehicle mounted food establishment designed to be readily movable that returns to a commissary daily for clean up and service, unless self-contained.

Retail Food Store. Any store, location or place of business occupied or used for the sale at retail to the public of groceries, fruits, vegetables, materials for human consumption or articles ordinarily and commonly sold from a grocery, fruit or vegetable store or stand not coming within the definition of the term "restaurant," the term "milk," the term "frozen dessert," or the term "meat."

Seasonal Food Service. The act of selling or offering for sale food items on a seasonal basis, for a period of six months or less generally from May 1 through October 31, at a concession stand, hot dog stand, ice cream truck, etc.

Separate Facility: Additional facility types operating within the scope of a permitted establishment.

Temporary Food Establishment. A food establishment that operates for a period of no more than three (3) ~~fourteen (14)~~ consecutive days in conjunction with a single event or celebration.

SECTION 2. Section 29-4 of the Grand Island City Code is hereby amended to

read as follows:

§29-4. Permit; Required

It shall be unlawful for any person to operate a food establishment without first having obtained a permit from the Central District Health Department. More than one type of permit may be required in one establishment. Permits are issued based on the type of operations conducted within an establishment. The permit shall be displayed at the place of business at all times.

ORDINANCE NO. 9046 (Cont.)

SECTION 3. Section 29-5 of the Grand Island City Code is hereby amended to read as follows:

§29-5. Annual Permits; Types; When Issued; Term

(A) The following permits shall be issued on an annual basis on May 1 of each year and shall be valid until April 30, regardless of when issued:

- Food and Drink Service Permit
- Separate Facility Permit
- Licensed Beverage Establishment (Drink Only) Permit
- Limited Food Permit
- Bakery Permit
- Mobile Food Unit/Pushcart Permit
- Catering Permit

~~(B) The following permits shall be issued on an annual basis on October 1 of each year and shall expire on the following September 30, regardless of when issued:~~

- ~~Food Manufacturing/Warehouse/Storage Permit~~
- ~~Retail Food Permit~~

Application for all permits shall be made prior to the operation of any food establishment. Permits shall be non-transferable.

SECTION 4. Section 29-6 of the Grand Island City Code is hereby amended to read as follows:

§29-6. Temporary Permit; Types; When Issued; Term

The following permits shall be issued on a temporary basis pursuant to this chapter and shall be issued for the day or days specified in the application upon payment of the applicable permit fee.

- Temporary Food Service Permit
- ~~Bake Sale Permit~~
- Seasonal Food Permit

Applications involving three or fewer vendors require a one (1) week application processing time.
Renewals of a temporary permit shall be permitted, however no more than three (3) renewals will be allowed within a calendar year.

SECTION 5. Sections 29-2, 29-4, 29-5, and 29-6 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 6. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

ORDINANCE NO. 9046 (Cont.)

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 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item F4

#9047 - Consideration of Amending Chapter 36 of the Grand Island City Code Relative to Zoning

This item relates to the aforementioned Public Hearing Item's E-2 and E-3.

Staff Contact: Dale Shotkoski

ORDINANCE NO. 9047

An ordinance to amend Chapter 36 of the Grand Island City Code; to amend Section 36-60 pertaining to permitted accessory uses in a Transitional Agriculture Zone; to amend Section 36-71 to allow the storage of fuel tanks in a ME-Manufacturing Estates Zone for the purpose of heating a building; to repeal Sections 36-60 and 36-71 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 36-60 of the Grand Island City Code is hereby amended to read as follows:

§36-60. (TA) Transitional Agriculture Zone

Intent: To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits both farm and non-farm dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities. The intent of the zoning district also would allow the raising of livestock to a limit and within certain density requirements.

(A) Permitted Principal Uses. The following principal uses are permitted in the (TA) Transitional Agriculture Zoning District.

- (1) Dwelling units
- (2) Raising of field crops, and horticulture
- (3) Country clubs as defined in §36-8 of this chapter
- (4) Recreational camps, public parks, and recreational areas
- (5) Greenhouses and the raising of trees and nursery stock
- (6) Utility substations necessary to the functioning of the utility (but not including general business offices, maintenance facilities) when located according to the yard space rules set forth in this section for dwellings and having a ten foot landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties. Installation shall not be subject to minimum area or width regulations.
- (7) Railway right-of-way, but not including railway yards or facilities
- (8) The raising of livestock up to 300 animals as defined in Section 5-18 of this code provided that the owner has one-half (1/2) acre for each animal, and provided that the shelters, pens, enclosures for such animals are located no closer than 300 feet to a neighboring residential structure. The acres used for calculating the maximum number of animals must be capable of supporting pasture for grazing said animal.
- (9) All other Permitted Principal Uses indicated as permitted within the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to conditions relating to the placement of said use on a specific tract of ground in the (TA) Transitional Agriculture Zoning District.

- (1) Cemeteries, memorial parks, crematories, mausoleums, and columbariums
- (2) Commercial mines, quarries, sand and gravel pits and accessory uses
- (3) Public and quasi-public buildings and uses of an administrative, educational, religious, cultural, or public service facility, but not including hospitals, sanitoriums or corrective institutions

ORDINANCE NO. 9047 (Cont.)

- (4) Riding academies
- (5) Recreational Vehicle Parks
- (6) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (7) Towers
- (8) Veterinary clinics and animal hospitals
- (9) All other Conditional Uses indicated as conditional within the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

- (1) Guest building
- (2) Customary home occupations
- (3) Buildings, corrals, stables or pens in conjunction with the permitted uses
- (4) Buildings for the display and sale of products grown or raised on the premises, provided, the floor area does not exceed 500 square feet
- (5) Offices incidental to and necessary for a permitted use
- (6) Other buildings and uses accessory to the permitted principal uses
- (7) Landscape contractor business with limited retail sales when the following conditions are met:
 - (a) The business accessory to a farm, and located on a farm size parcel (20 acres or more), and
 - (b) A sod farm, greenhouse and/or tree farm operation is located on the site, and
 - (c) Total retail floor area within a building on the site does not exceed 1,000 square feet, and
 - (d) Total outdoor retail storage area for items not grown on site does not exceed 20,000 square feet, and
 - (e) Signage for the business shall be regulated by the Grand Island sign code for signs in a residential district, and
 - (f) Offstreet parking spaces shall be provided on site in a manner and number consistent with the requirements of the parking and loading standards included in this chapter for retail establishments.

(D) Space Limitations:

Uses	Minimum Parcel Area (acres)	Minimum Setbacks					Maximum Ground Coverage	Maximum Building Height (feet)
		A	B	C	D	E		
		Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)		
Permitted Uses	20	100	30	25	15	20	20%	35 ¹
Conditional Uses	20	100	30	25	15	20	20%	35 ¹

¹ for structures intended for human occupancy, all others no restrictions.

(E) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein
- (3) The following requirements are allowed in specific situations within the jurisdiction of Grand Island:
 - (i) Any person or persons who:
 - (1) owns a tract of 80 acres or more may sell one tract per 80 acres for a single family dwelling, providing such sale has not been previously exercised on the large tract; and/or
 - (2) owns an existing ranch or farm dwelling that is ten years old or more may sell a tract containing such dwelling;
 - (3) providing the following space limitations are complied with:

Min Lot Area (sq. ft.)	Min. Lot Width (feet)	Setbacks			Max. Lot Coverage	Max. Building Height (feet)
		Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)		
20,000	100	30	25	15	25%	35 ¹

¹ for structures intended for human occupancy, all others no restrictions.

ORDINANCE NO. 9047 (Cont.)

SECTION 2. Section 36-71 of the Grand Island City Code is hereby amended to

read as follows:

§36-71. (ME) Industrial Estates Zone

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

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

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

(2) Administrative offices for the wholesale distribution of propane when bottles are filled from a bulk propane tank not to exceed 40,000 gallons and when such tank is installed primarily to provide a source of heat for a building on the lot.

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

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

(C) Permitted Accessory Uses:

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

(D) Specifically Excluded Uses:

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

(E) Space Limitations:

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

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

ORDINANCE NO. 9047 (Cont.)

(F) Miscellaneous Provisions:

- (1) Landscaping shall be provided in the entire area of all required front yards except for necessary paving of walkways and of driveways to reach parking and loading areas in the side or rear yards, provided, that any driveways in the front yard shall not be wider than thirty (30) feet. Landscaping shall include, but is not limited to, screen plantings, lawn area, pools, trees, shrubs, fences, and walls. Crushed rock, gravel, bark chips, etc., shall not substitute for lawn area. Landscaping shall be provided within two years of issuance of the occupancy permit for the principal structure and thereafter be properly maintained.
- (2) Any outside storage of inoperable or unassembled parts or equipment shall be visually screened from the surrounding area by fences, walls, plantings, earth berm or other barrier and such screening shall be opaque.
- (3) No loading facilities shall be located within a required front yard. Loading facilities located between a building and an adjacent street or residential district shall be visually screened to the same standards as any outside storage.
- (4) No galvanized or other raw metal sheeting shall be used for the exterior construction of any principal or accessory building.
- (5) Supplementary regulations shall be complied with as defined herein.
- (6) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

SECTION 3. Sections 36-60 and 36-71 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 4. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 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 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G1

Approving Minutes of May 9, 2006 City Council Regular Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

May 9, 2006

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 9, 2006. Notice of the meeting was given in *The Grand Island Independent* on May 3, 2006.

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 Attorney Dale Shotkoski.

INVOCATION was given by Pastor Vern Rice, Independent Bethel Baptist Church, 1223 East 6th Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek commented on the following:

- Death of retired Police Captain Larry Trospen
- Groundbreaking for Fire Station #1 on Thursday, May 11, 2006 at 1:30
- Groundbreaking for Law Enforcement Center on Monday, May 15, 2006 at 1:00

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Salvation Army Week" May 15-21, 2006. Mayor Vavricek proclaimed the week of May 15-21, 2006 as "Salvation Army Week". Roger Nygaard and Captain Jeff Richardson from the Salvation Army were present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 3720 Arch Avenue. (South Central Industrial Properties X,L.P.) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 3720 Arch Avenue was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The purpose of the easement would be to primary underground electric cable and a pad-mounted transformer to provide electricity to a new building and to relocate the overhead power line along Claude Road. No public testimony was heard.

Public Hearing on Acquisition of Lot One (1) and Lot Two (2), Block Thirteen (13) in Fairview Park Addition. (Steven D. and Bonnie R. Lockwood and John Burke and Karen Williams-Burke) Steve Riehle, Public Works Director reported that acquisition of Lot 1 and Lot 2, Block 13 in Fairview Park Addition was needed in order to construct a cul-de-sac. No public testimony was heard.

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

Approving Minutes of May 2, 2006 City Council Regular Meeting. Councilmember Whitesides abstained.

#2006-152 – Approving Acquisition of Utility Easement Located at 3720 Arch Avenue. (South Central Industrial Properties X,L.P.)

#2006-153 – Approving Acquisition of Lot One (1) and Lot Two (2), Block Thirteen (13), Fairview Park Addition. (Steven D. and Bonnie R. Lockwood and John Burke and Karen Williams-Burke)

#2006-154 – Approving Bid Award for Street Improvement Project 2005-P-11; Temporary Right Turn Lane – Capital Avenue from Diers Avenue to U.S. Highway 281 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$26,546.50.

RESOLUTIONS:

#2006-155 – Approving Construction of Memorial at New Fire Station #1. Jim Rowell, Fire Chief reported that the Grand Island Firefighters had been raising monies to develop a memorial for firefighters. Firefighter Ron Tubbs presented a PowerPoint presentation and stated the firefighters were requesting permission to use a portion of the property at the site of the new fire station for a Nebraska Fire and Rescue Memorial If approved the groundbreaking was scheduled for May 19, 2006 in conjunction with the State Fire School.

Motion by Pielstick, second by Meyer to approve Resolution #2006-155. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Hornady, second by Haase to approve the Claims for the period of May 3, 2006 through May 9, 2006, for a total amount of \$1,189,339.69. Motion adopted unanimously.

Motion by Horandy, second by Haase to approve the following Claims for the Library Expansion for the Period of April 12, 2006 through May 9, 2006:

#26 \$710.00
#27 \$437,838.08

Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:40 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G2

Approving Re-Appointment of Duane Burns to the Civil Service Commission

The Mayor has submitted the re-appointments of Duane Burns to the Civil Service Commission. This appointment would become effective June 1, 2006, upon approval by City Council and would expire on June 1, 2012. Approval is recommended.

Staff Contact: Brenda Sutherland



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G3

Approving Appointments to the Interjurisdictional Planning Commission

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: May 2, 2006

Subject: Approving Appointments to the Interjurisdictional Planning Commission

Item #'s: G-3

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

Background

At the March 28, 2006 meeting of the Grand Island City Council, Chapter 37 of the Grand Island City Code was approved. A portion of this chapter included the formation of an Interjurisdictional Planning Commission as requested by the Merrick County Board per state statutes. The Mayor has the responsibility to appoint 3 members of the Regional Planning Commission that represent the City of Grand Island to this Interjurisdictional Planning Commission to be confirmed by the approval of the Grand Island City Council.

Discussion

The purpose of and terms of membership for the Interjurisdictional Planning Commission as laid out by statute and city code is as follows:

§37-11. Interjurisdictional Planning Commission; Created; Duties

An Interjurisdictional Planning Commission is hereby created with Merrick County, Nebraska, pursuant to the requirement of Neb. R.R.S. §19-930, et seq. Said Interjurisdictional Planning Commission shall have the powers, duties, responsibilities and functions of the regional planning commission for the City of Grand Island in the unincorporated area of Merrick County that is within two miles of the corporate boundaries of the City of Grand Island.

§37-12. Composition; Appointment of Members

The Interjurisdictional Planning Commission shall consist of six members. Three members shall be chosen by the Mayor with the approval of the council from the City's members on the Hall County Regional Planning Commission which acts as the City's planning commission. The remaining three members shall be chosen by the Merrick

County Board from members currently serving on the Merrick County Planning Commission.

§37-13. Term of Members

The term of each appointed member shall be for one year and until their successors are appointed and qualified. The City of Grand Island members of the Interjurisdictional Planning Commission may be reappointed to successive one-year terms during their tenure on the Hall County Regional Planning Commission.

At the May 10 meeting of the Regional Planning Commission three members of the Regional Planning Commission representing the City of Grand Island (Dianne Miller, Tom Brown and Robert Niemann) volunteered to serve on the Interjurisdictional Planning Commission. The Mayor is forwarding these people for approval as members of the Interjurisdictional Planning Commission representing the City of Grand Island.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the appointments of Dianne Miller, Tom Brown and Robert Niemann to the the Interjurisdictional Planning Commission.

Sample Motion

Motion to approve the appointments as presented.



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G4

#2006-156 - Approving Confidentiality Agreement with Charter Communications Regarding Cable Franchise Issues

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, Interim City Attorney
Meeting: May 23, 2006
Subject: Cable Franchise Review
Item #'s: G-4
Presenter(s): Dale M. Shotkoski, Interim City Attorney

Background

The City of Grand Island has a cable franchise agreement with CC VI Operating, L.L.C., doing business as Charter Communications which franchise is currently being reviewed and subject to renewal.

Discussion

As part of the cable franchise review process, the city has joined in an interlocal agreement with the City of Kearney, who has the same cable services provider. As part of the interlocal agreement, both cities agreed to use the services of Brian Grogan, of Moss & Barnett, as a consultant to assist in the review process. One of the steps necessary for the review and renewal process is a desk audit. Charter Communications has requested a confidentiality agreement to be entered into between the city and itself to insure that any proprietary numbers or information concerning its business can remain confidential. The confidentiality agreement will protect its business interests from competitors and will not interfere with the need for the financial information that the city requires for the renewal process. It is the recommendation of Brian Grogan of Moss & Barnett, who has prepared the confidentiality agreement for the City of Grand Island that it be approved.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the confidentiality agreement between the City of Grand Island and CC VI Operating, L.L.C., doing business as Charter Communications be approved.

Sample Motion

Motion to approve the confidentiality agreement between the City of Grand Island and CC VI Operating, L.L.C., doing business as Charter Communications.

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2006 (the "Effective Date"), by and between the **City of Grand Island**, (the "City") and **CC VI Operating LLC, d/b/a Charter Communications** (the "Company" or "Charter").

RECITALS

WHEREAS, Charter currently holds a cable franchise from the City of Grand Island; and

WHEREAS, according to the terms and conditions of the franchise, Charter agrees that the City may review its books and records as is reasonably necessary to monitor compliance with the terms of the franchise. The City and Charter shall establish reasonable procedures to protect the confidentiality of information. Charter shall first be given seven (7) days notice of the audit request, the description of and purpose for the audit, and a description, to the best of City's ability, of the books, records and documents it wants to review; and

WHEREAS, the City desires to perform a franchise fee desk review of Charter pursuant to the franchise and applicable law (the "Desk Review"); and

WHEREAS, Charter will be providing certain information that it believes is confidential and proprietary to the City in connection with the Desk Review and Charter desires to protect the confidential and proprietary nature of such information.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definition of Confidential Information.** For purposes of this Agreement, the "Company's Confidential Information" shall mean any documents provided by Charter pursuant to this Agreement that contain information that Charter claims in good faith to be trade secrets, or highly privileged, proprietary or confidential information, that is not generally available to the public, and which Charter desires to protect against unrestricted disclosure or competitive use (hereinafter, "Company's Confidential Information"), Charter shall mark these documents as "**CONFIDENTIAL**". Confidential Information shall not include information disclosed to third parties by Charter without restriction including information previously disclosed by Charter to the City or its Representatives and information publicly available by other than unauthorized disclosures.

2. **Treatment of Confidential Information.** All of the Company's Confidential Information will be kept confidential by the City to the maximum extent permitted by law, and shall not be reproduced, disclosed, distributed or communicated,

directly or indirectly, in whole or in part, to any other Person (as defined below), except that City may disclose the Confidential Information or portions thereof to those persons or entities who, in its judgment, are reasonably required to review the Confidential Information in connection with the Desk Review, including, but not limited to (i) the City and their respective elected officials, directors, officers, attorneys, employees, representatives, agents, and consultants, who have acknowledged an obligation of confidentiality and agreed to be bound by the terms and conditions of this Agreement (the persons to whom such disclosure is permissible being collectively called "Representatives").

3. **Person**. The term "Person" as used in this Agreement will be interpreted broadly to include, without limitation, any corporation, company, partnership, individual or other entity of any kind whatsoever.

4. **Representatives Bound**. The City agrees that it will inform each of its Representatives who have, or will have, access to any or all of the Confidential Information, of the existence and content of this Agreement and will require all such Representatives to be bound by and observe the confidentiality requirements of this Agreement by such Representative's signature on a document substantially in the form attached as Exhibit A.

5. **Legally Required Disclosure**. If the City is compelled to disclose any of the Company's Confidential Information pursuant to applicable federal or state laws, rules, regulations, or court orders or subpoenas (each a "Requirement"), the City shall provide the Company with prompt notice of any such Requirement and shall cooperate with the Company, at the Company's sole expense, in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the Company's Confidential Information is preserved. If such an order or arrangement is not obtained, the City shall disclose only that portion of the Company's Confidential Information as is required pursuant to such Requirement. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as the Company's Confidential Information under the terms of this Agreement.

6. **Permitted Disclosure**. Notwithstanding any other provisions herein, Charter understands that the City or its agents must report the results of its findings, which may in part be based on review of Confidential Information, to the City. Consequently, the City or its agents may make reports to the City that will summarize its review of Confidential Information and which will be presented in aggregate fashion, without disclosing the specifics of such information.

7. **No Assignment**. The City may not assign any of its rights or delegate any of its obligations under this Agreement, except upon the prior written consent of the Company, which may be withheld in the Company's sole and absolute discretion.

8. **Non-Waiver**. This Agreement in no way waives any right any person or persons may have to contend that any documents or information are or are not

discoverable, confidential, proprietary, privileged or in the nature of a trade secret outside of the exchange of information pursuant to this Agreement. No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.

9. **Equitable Relief.** The City acknowledges that the Company may be irreparably injured by a breach of this Agreement by the City and that the Company, in addition to any other remedies available at law or in equity, shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the City.

10. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any provision be held to be illegal, invalid or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such provisions shall be automatically modified to reflect the maximum duration, scope or subject matter allowable by law.

11. **Notices.** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, fax or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

If to the Company: Charter Communications
Attn.: Mr. Arne (Tucker) Carlson
7570 208th Street North
Forest Lake, MN 55025

If to the City: City of Grand Island
100 East First Street
Grand Island, NE 68802

or at such or at such other addresses as a party may designate by notice to the other parties. Such notices or other communications shall be deemed received when actually delivered (where given via personal delivery, fax or overnight courier) or three (3) business days after mailing (where given via U.S. Certified Mail).

14. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

15. **Amendment.** This Agreement may be amended only in writing signed by both parties.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, shall for all purposes be deemed an original and all of which, taken together, shall collectively constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

**CC VI Operating LLC
d/b/a Charter Communications**

City of Grand Island, Nebraska

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

JMS 5-15-06

Exhibit A
CONFIDENTIALITY AGREEMENT

In connection with the work that I am performing in connection with the franchise fee desk review of Charter Communications for the City of Grand Island, I am to be given access to certain material of Charter Communications provided under a Confidentiality Agreement. An executed copy of the Confidentiality Agreement has been delivered to me. I have read that Agreement and I agree to comply with and be bound by its terms.

Signed: _____

Name: _____

Title: _____

Date: _____, 2006

RESOLUTION 2006-156

WHEREAS, the City of Grand Island has a cable franchise agreement with CC VI Operating LLC, doing business as Charter Communications; and

WHEREAS, a cable franchise review is currently being performed in accordance with the franchise agreement which requires the City to have access to various documents of Charter Communications, including financial records; and

WHEREAS, in order to protect and secure the proprietary information provided, it is recommended that a confidentiality agreement be entered into between the parties; and

WHEREAS, the proposed agreement 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 Confidentiality Agreement between the City and CC VI Operating LLC, doing business as Charter Communications for the performance of a cable franchise review is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 17, 2006	☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G5

**#2006-157 - Approving Agreement with Grand Island Youth
Baseball, Inc. for Little League Baseball Program**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: May 23, 2006

Subject: Approving Agreement with Grand Island Youth Baseball, Inc. for Little League Baseball Program

Item #'s: G-5

Presenter(s): Steve Paustian, Park and Recreation Director

Background

Grand Island Youth Baseball, Inc. is one of the volunteer groups that organizes and administers youth baseball for the City of Grand Island. Their contract is up for renewal at this time.

Discussion

This contract offers nearly the same terms and conditions as the current contract. The only change in the new contract is the insertion of an automatically renewing clause that will eliminate the need for the development of a new contract in a period certain. The contract can still be modified or terminated at either parties request.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the new contract.

Sample Motion

Motion to approve the contract with Grand Island Youth Baseball, Inc.

AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of May, 2006, by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as "City", and GRAND ISLAND YOUTH BASEBALL, INC., hereinafter referred to as "GIYB".

WHEREAS, the City sponsors a little league baseball program each summer at the city parks for the children of Grand Island; and

WHEREAS, GIYB has in the past provided the necessary instruction, baseball equipment, grounds and maintenance personnel, league schedules, and other services relating to the implementation of said baseball programs; and

WHEREAS, the City and GIYB desire to continue their relationship to provide said baseball program under the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and GIYB agree as follows:

1. **SERVICES.** GIYB will provide the administration of the baseball program, hire the umpires, schedule games and tournaments, provide equipment and uniforms, provide an employee to chalk and drag both infields at Pier Park, and provide direct infield maintenance. The City will provide overall facility maintenance, including bleacher repair, irrigation operation and repair, electrical work with respect to field lighting and general mowing.

2. **COMPENSATION.** In consideration of GIYB performing the services provided for in this agreement, the City agrees to pay GIYB an amount up to Eight Thousand Five Hundred Dollars (\$8,500.00) each fiscal year, subject to GIYB submitting to the City, receipts of amounts expended totaling at Eight Thousand Five Hundred Dollars (\$8,500.00) with respect to said baseball program.

3. **TERM.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor and shall continue in full force and effect for a period of one year thereafter. This agreement shall be automatically extended in one year increments thereafter upon the same terms and conditions unless terminated by either party as provided herein. It is specifically agreed and understood that either party shall have the right to terminate this agreement by giving the other party sixty (60) days written notice in advance of the termination date. This agreement shall immediately terminate in the event either party defaults or fails to perform any of its obligations or conditions set forth herein.

4. **ASSIGNABILITY.** This agreement shall not be assigned in whole or in part without prior written consent of the City.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and Northwest notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

Attest: CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk By: _____
Jay Vavricek, Mayor

Approved as to form by City Attorney DMS

GRAND ISLAND YOUTH BASEBALL, INC.

By: _____
Travis Eide, President

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

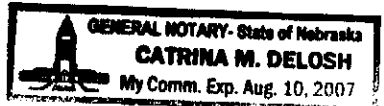
The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Jay Vavricek, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 8 day of May, 2006, by Travis Eide, President, on behalf of the Grand Island Youth Baseball, Inc..

Notary Public



R E S O L U T I O N 2006-157

WHEREAS, the City of Grand Island subsidizes the Grand Island Youth Baseball, Inc. to provide baseball programs each summer at City parks; and

WHEREAS, Grand Island Youth Baseball, Inc. provides the necessary instruction, baseball equipment, grounds and maintenance personnel, league schedules, and other services relating to the implementation of the baseball programs; and

WHEREAS, it is recommended that funding to Grand Island Youth Baseball, Inc. in the amount of \$8,500 each fiscal year be approved for providing such services; and

WHEREAS, an agreement for such services 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 agreement by and between the City and the Grand Island Youth Baseball, Inc. for the provision of summer baseball leagues, in accordance with the terms of the agreement is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 17, 2006	☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G6

#2006-158 - Approving Certificate of Final Completion with Environmental Direct for Asbestos Abatement and Building Demolition at CAAP

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: May 23, 2006

Subject: Certificate of Final Completion-Asbestos Abatement and Building Demolition/Removal at the Cornhusker Army Ammunition Plant

Item #'s: G-6

Presenter(s): Steve Paustian, Park and Recreation Director

Background

A City owned building located on the Heartland Public Shooting Park property was destroyed by a fire last fall. The building had asbestos siding and required special treatment in order to remove the debris. A contract was awarded to Environmental Direct, Inc. to remove the debris. A contract was awarded in the amount of \$62,500.00 to complete this work.

Discussion

The above work has been completed and a resolution approving the Certificate of Final Completion is before you.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion.

Sample Motion

Motion to approve the Certificate of Final Completion.

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

**ASBESTOS ABATEMENT
AND
BUILDING DEMOLITION REMOVAL
CORNHUSKER ARMY AMMUNITION PLANT**

**CITY OF GRAND ISLAND, NEBRASKA
MAY 23, 2006**

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

This is to certify that the Asbestos Abatement and Building Demolition Removal at the Cornhusker Army Ammunition Plant has been fully completed by **Environmental Direct, Inc.** of Grand Island, NE under contract dated **February 6, 2006**. All other work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by the Parks and Recreation Director in accordance with the provisions of the terms of the above said contract.

Respectfully submitted,

Steve Paustian
Parks & Recreation Director

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued from Account No. 61550020-85465 to **Environmental Direct, Inc.** in the final payment amount of **\$62,500.00**.

Respectfully submitted,

Jay Vavricek
Mayor

RESOLUTION 2006-158

WHEREAS, the Parks and Recreation Director of the City of Grand Island has issued his Certificate of Final Completion for Asbestos Abatement and Building Demolition/Removal at the Cornhusker Army Ammunition Plant, certifying that Environmental Direct, Inc. of Grand Island, Nebraska, under contract dated February 6, 2006, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Parks and Recreation Director recommends the acceptance of the final completion; and

WHEREAS, the Mayor concurs with the Parks and Recreation Director's recommendations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Parks and Recreation Director's Certificate of Final Completion for Asbestos Abatement and Building Demolition/Removal at the Cornhusker Army Ammunition Plant is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G7

#2006-159 - Approving Renewal of Farm Leases for 2006

Staff Contact: Gary R. Mader; Steve Riehle; Steve Paustian; Jim Rowe

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Jim Rowell, Fire Chief
Steve Riehle, Public Works Director
Steve Paustian, Parks & Recreation Director

Meeting: May 23, 2006

Subject: Approving Renewal of Farm Leases

Item #'s: G-7

Presenter(s): Gary R. Mader, Utilities Director
Jim Rowell, Fire Chief
Steve Riehle, Public Works Director
Steve Paustian, Parks & Recreation Director

Background

The Utilities, Fire, Public Works and Parks and Recreation Departments lease lands owned, but not required for actual equipment installations, for agricultural use. This process reduces department maintenance expense and provides revenue from the farming operations. The leases are for one year terms with access for utility purposes guaranteed at any time. Areas included are: the area for the future Fire Training Center at Hwy. 30 and Stuhr Road off of Talc Drive, Platte Generating Station, Burdick Station, the Wellfield, land north of the Wastewater Treatment Plant, land at the former Cornhusker Army Ammunition Plant and the City Landfill.

Discussion

A summary of the leases for 2006 is listed below:

Farm #	Property	Tenant	Acres Rented	Rent Share
5	Fire Dept. Training Center	Jeff Johnson	31 +/-	\$140/acre Cash Rent; All deficiency payments
6	CAAP Site	Robert Nunnenkamp	48 +/-	\$3,000 Cash Rent

Farm #	Property	Tenant	Acres Rented	Rent Share
6A	CAAP Site	Matt Tureck	51 +/-	33% Prairie Hay
7	Platte Generating Station	Mike Lilienthal	255 +/-	33% Alfalfa or rotation crops
8	Northwest Wellfield	Ken Clausen	114 +/-	50% Prairie Hay
9	Central and Southwest Wellfield	Larry Knuth	520 +/-	50% Prairie Hay
10	East part of the Wellfield	Jack Webb	650 +/-	50% Prairie Hay
11	City Industrial Subdivision	Mike Peters	116 +/-	\$12,500 Cash Rent
11A	Cherry Street Substation	Gerald Bremer	16.5 +/-	\$50 Cash Rent
12	City Landfill Site	Philip Quaring	170 +/-	\$3,500 Cash Rent 40% Prairie Hay

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the annual farm leases.

Sample Motion

Motion to approve the farm leases for 2006.

R E S O L U T I O N 2006-159

WHEREAS, the Utilities, Public Works, and Parks and Recreation Departments have negotiated and submitted proposed leases for the 2006 crop year for its crop and hayland; and

WHEREAS, approval of these leases is recommended.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the following leases be, and hereby are, approved and the Mayor is authorized and directed to sign the leases on behalf of the City of Grand Island:

Property	Tenant	Acres Rented	Rent Share
Fire Dept. Training Center	Jeff Johnson	31 +/-	\$140/acre Cash Rent; All deficiency payments
Platte Generating Station	Mike Lilienthal	225 +/-	33% Alfalfa or rotation crops
Northwest City Well Field	Ken Clausen	114 +/-	50% Prairie Hay
Central and Southwest City Well Field	Larry Knuth	520 +/-	50% Prairie Hay
East City Well Field	Jack Webb	650 +/-	50% Prairie Hay
City Industrial Subdivision	Mike Peters	116.4 +/-	\$12,500 Cash Rent
Cherry Street Substation	Gerald Bremer	16.5	\$50 Cash Rent
City Landfill	Phillip Quaring	174 +/-	\$3,500 Cash Rent 50% Prairie Hay
CAAP	Robert Nunnenkamp	48 +/-	\$3,000 Cash Rent
CAAP	Matt Tureck	51 +/-	33% Prairie Hay

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ May 17, 2006 <input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G8

#2006-160 - Approving Renewal of Lease Agreement for One-Stop Workforce Development Center

Staff Contact: Dale Shotkoski

Council Agenda Memo

From: Dale M. Shotkoski, Interim City Attorney

Meeting: May 23, 2006

Subject: Second Lease Addendum for the Nebraska Department of Labor for the One Stop Center

Item #'s: G-8

Presenter(s): Dale M. Shotkoski, Interim City Attorney

Background

The City of Grand Island, in partnership with the State of Nebraska, Department of Labor, in 2001, entered into a lease agreement allowing the State of Nebraska to lease a city facility for a period of five years, which lease contained a provision for an extension of the lease for a period of an additional five year term if the lessee, the State of Nebraska, fully complied with all the terms of the first lease renewal.

Discussion

The State of Nebraska has complied with the original lease thus allowing them to request the extension for an additional five years, which request was made. Discussions have been held between city officials and state officials concerning the actual number of square feet being used at the One Stop Center and cooperatively, the space is being shared as needed. Conference rooms, furnished by the State of Nebraska, have been made available for city use and storage space, not currently counted as square feet in the lease, is being occupied by the State. The lease extension is formally for 9,572 square feet of space at \$8.71 per square foot for an annual cost of \$83,372.12 to be paid in monthly installments of \$6,947.68. The actual number of square feet currently occupied by the State may be closer to 14,000 square feet, however, the state officials have agreed that if the space requirements are needed for city use, that the storage areas would be vacated by the State at on as needed basis for the city. It is recommended that the Second Lease Addendum, which equates to a rental increase of 9% for the State of Nebraska to continue its occupancy at the One Stop Center be approved.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Second Lease Addendum be approved.

Sample Motion

Motion to approve the Second Lease Addendum between the State of Nebraska, One Stop Center and the City of Grand Island.

STATE OF NEBRASKA

**2nd LEASE ADDENDUM
CA-65010223**

Pursuant to the terms of the Lease Agreement (CA-65010223, previously referred to as CA-90102) and subsequent Addendum for the rental space occupied by the Department of Labor at the below described address:

**1306 West 3rd Street
Grand Island, Nebraska 68801**

The Lessor, Lessee and Tenant Agency hereby agree that said lease term shall be extended for five (5) years commencing **July 1, 2006** and expiring **June 30, 2011**, at an annual cost of **\$ 83,372.12** to be paid in monthly installments of **\$ 6,947.68**. (9,572 square feet of space at \$8.71 per square foot.)

No Cause. Lessor and Lessee shall have the right of cancellation of this Lease Agreement, for any reason whatsoever, including no reason, upon giving a six (6) month notice of such cancellation in writing to the other party.

All other terms and conditions of said Lease Agreement and subsequent Addendum shall remain the same and are hereby ratified and confirmed.

APPROVED:

Lessor
City of Grand Island
Authorized Representative

Date

Lessee
Director, Department of Administrative Services

Date

Lessee
Administrator, State Building Division
Department of Administrative Services

Date

RESOLUTION 2006-160

WHEREAS, on January 23, 2001, by Resolution 2001-35, the City Council of the City of Grand Island approved a Lease Agreement with the State of Nebraska Department of Administrative Services for the use of the building at 1306 West Third Street as a One-Stop Center; and

WHEREAS, on July 24, 2001, by Resolution 2001-193, the City Council of the City of Grand Island approved an amendment to the Lease Agreement to reflect additional rent required based on square footage of space being utilized; and

WHEREAS, the Lease Agreement is scheduled to expire in June, 2006; and

WHEREAS, the State of Nebraska Department of Administrative Services has requested that the lease agreement be renewed with a 9% increase in rent and to continue all other terms and conditions; and

WHEREAS, the proposed 2nd Lease Addendum has been reviewed and approved by the Interim City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2nd Lease Addendum to the One-Stop Center located at 1306 West Third Street is hereby approved to allow a five-year extension to the lease with the State of Nebraska Department of Administrative Services for such space.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 17, 2006	☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G9

**#2006-161 - Approving Amendment to the Platte River Well Field
River Channel Flow Analysis Agreement - Utilities Department**

Staff Contact: Gary R. Mader; Dale Shotkoski

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: May 23, 2006

Subject: Amendment to the Platte River Well Field River Channel Flow Analysis Agreement

Item #'s: G-9

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

Background

In August of 2005, the City, Utilities Department, entered into an agreement with the US Geological Survey (USGS) and the Central Platte Natural Resources District (CPNRD) to study and define the proportional flows in the four river channels at the City's Well Field. The flow distribution is important to the maintenance of water quality in the underlying aquifer. The Agreement provides for a cost shared project among the parties with the USGS being the lead agency. A copy of the original explanatory memo to Council is attached for reference.

Discussion

As this project was undertaken, it generated interest from another entity, the USGS Northern Prairie Wildlife Center, who also had interests in studying river channel geomorphology and the project scope has been increased. The additional party and scope increase added to the time of the project, resulting in the USGS request to extend the contract by one year, from November 2006 to November 30, 2007.

There is no change in the cost to the Utilities Department. A copy of the proposed contract amendment is attached.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

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

Recommendation

City Administration recommends that the amendment to the agreement for *Geomorphic Assessment of Selected Channels of the Platte River near Grand Island, Nebraska* be approved.

Sample Motion

Motion to approve the amendment to the agreement with USGS for *Geomorphic Assessment of Selected Channels of the Platte River near Grand Island, Nebraska*.

Council Agenda Memo

From: Gary R. Mader, Utilities Director

Meeting: August 9, 2005

Subject: Platte River Well Field River Channel Flow Analysis

Item #'s: G 13

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

Background

South of the City, at the municipal Well Field, the Platte River is comprised of four separate channels over a mile and a half in total width. The City Well Field is on the east end of Indian Island which is bordered by the two northern most channels of the four. Previous computer hydraulic modeling of the Well Field, its interaction with surface streams, and its interaction with adjacent groundwater deposits, shows that the maintenance of flows in the adjacent river channels is very important to the maintenance of water quality in the aquifer waters underlying the Well Field. The modeling also shows that during periods of dry river conditions, the continued operation of the Well Field can, after several months, begin to draw adjacent groundwater, contaminated with nitrate levels well above the drinking water standards, toward the City's facilities. Thus the maintenance of flows to the greatest extent possible in the north river channels is important to protecting the Well Field, and particularly maintaining flow in the far north channel.

During the last few years, Utility staff has noted that the north channel does not appear to be maintaining its proportional flow when compared to the other three. Two years ago, Utility and NRD staff flew the river during low flow conditions and noted that there had been substantial modifications made in the river channels at a dividing point upstream of the Well Field. After consultations with the landowner and the Corps of Engineers, a 404 Permit was obtained and a local contractor was hired to do some major restoration in the river to redistribute the flows to return more water to the north channel. That project was successful. However, continued observations indicated that the flow proportions in the channels adjacent to the Well Field were still less than historical levels. The river was again flown last fall, just as the flows were returning to the river. The north channel was the last to see return of surface flow, lagging the south channel by several weeks. It appears that there may be additional channel modifications upstream of the first location corrected, but we are lacking accurate historical data by which to judge changes that have

been made, and to document what modifications need to be made, to restore historical balance.

Discussion

The Utilities Department has been working with the U.S. Geological Survey Division (USGS) and the Central Platte NRD to attempt to develop a program to document the historical and current proportional channel flows in the reach of the river affecting the City Well Field. USGS is the lead agency. The initial proposal from USGS put the cost of the project at just under \$160,000. USGS would cost share about \$40,000 but having the Water Department responsible for \$120,000 was more than its current financial condition would allow. In April, Department staff met with the USGS and the CPNRD. It was decided to modify the research project to place maximum focus on the two most critical division points in the river, to reduce the number of field measurements required in the first data set, and to spread the project over two years. CPNRD also agreed to cost share if the project was done over two years.

USGS subsequently revised the project proposal to reflect a two year time line for completion with a corresponding payment schedule. The proposed project cost is tabulated below.

	Fiscal 2005-2006	Fiscal 2006-2007	
USGS	\$20,000	\$20,000	
CPNRD	\$20,000	\$20,000	
City of Grand Island	\$17,500	\$52,150	
Total	\$57,500	\$92,150	\$149,650

The first year payment by the Water Department is included in the '05-'06 Water Department Budget, as currently proposed.

As the Platte River becomes increasingly regulated and as the river channels continue to be modified by private and public entities for specific beneficial purposes, having sound, complete data on channel water distribution will be very important in maintaining the river to the benefit of the City's Well Field.

Alternatives

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

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

Recommendation

City Administration recommends that the U.S. Geological Survey proposal for *Geomorphic Assessment of Selected Channels of the Platte River near Grand Island, Nebraska* be approved by the City Council.

Sample Motion

Motion to approve the *Geomorphic Assessment of Selected Channels of the Platte River near Grand Island, Nebraska* proposed from U.S. Geological Survey.

GRM/pag

pc: Tim Luchsinger, Asst. Utilities Director
Bob Smith, Asst. Utilities Director
Laura Berthelsen, Legal Assistant

Agreement No. 05C4NE009039001
Customer No. NE009
Cost Center 8626
TIN 47-6006205

DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
SUPPLEMENTAL JOINT FUNDING AGREEMENT
FOR
WATER RESOURCES INVESTIGATIONS


THE GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF GRAND ISLAND, party of the second part, hereby agree to amend the Joint Funding Agreement No. 05C4NE009040000 dated August 1st, 2005 as follows:

The end date of this agreement is hereby extended to November 30, 2007.

Billing for this agreement will be rendered annually. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

Geological Survey
UNITED STATES
DEPARTMENT OF THE INTERIOR

CITY OF GRAND ISLAND

by 
Robert B. Swanson, NWSC Director

by _____

Date May 8, 2006

Date _____

USGS Funding Authority: Statute 43 USC 50
USGS DUNS: 949286512

R E S O L U T I O N 2006-161

WHEREAS, on August 9, 2005, by Resolution 2005-223, the City Council of the City of Grand Island approved a contract with the U.S. Geological Survey Division and the Central Platte Natural Resources District for geomorphic assessment of selected channels of the Platte River near Grand Island, Nebraska; and

WHEREAS, the contract was scheduled to expire in November 2006; and

WHEREAS, the scope of the contract was increased when the U.S.G.S. Northern Prairie Wildlife Center expressed an interest in also studying river channel geomorphology; and

WHEREAS, in order to ensure completion of the contract with the additional scope of the project, it has been recommended that the contract be amended to extend the completion date to November 2007; and

WHEREAS, the amendment to such contract 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 contract between the City and the U.S. Geological Survey Division and the Central Platte Natural Resources District for *Geomorphic Assessment of Selected Channels of the Platte River near Grand Island, Nebraska* is hereby extended until November 30, 2007.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 17, 2006	☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G10

**#2006-162 - Approving Bid Award for One (1) Used Dump Truck
(Waste Water Division)**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 23, 2006

Subject: Approving Bid Award for One (1) Used Dump Truck
(Waste Water Division)

Item #'s: G-10

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

Background

On May 2, 2006 the Waste Water Division of the Public Works Department advertised for bids for the purchase of one (1) used dump truck for use in solids handling and hauling of sewage sludge.

Discussion

One bid was received and opened on May 16, 2006. The bid was submitted in compliance with the specifications with no exceptions. The truck was inspected by Waste Water Division staff and was deemed acceptable. The estimate for the used dump truck was \$50,000.00. The bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Bid Price</i>
Nebraska Peterbilt, Grand Island, NE	None	\$2,100.00	\$42,000.00

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 the used dump truck from Nebraska Peterbilt of Grand Island, NE in the amount of \$42,000.00.
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 purchase of the used dump truck from Nebraska Peterbilt of Grand Island, NE.

Sample Motion

Motion to the purchase.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 16, 2006 at 11:15 a.m.
FOR: (1) Used Dump Truck
DEPARTMENT: Public Works
ESTIMATE: \$50,000.00
FUND/ACCOUNT: 53030001-85625
PUBLICATION DATE: May 2, 2006
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder: Nebraska Peterbilt
Grand Island, NE
Bid Security: \$2,100.00
Exceptions: None
Bid Price: \$42,000.00

cc: Steve Riehle, Public Works Director
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

Danelle Collins, PW Admin. Assist.
Dale Shotkoski, Purchasing Agent

P1090

R E S O L U T I O N 2006-162

WHEREAS, the City of Grand Island invited sealed bids for One (1) Used Dump Truck, according to specifications on file with the City Engineer; and

WHEREAS, on May 16, 2006, bids were received, opened and reviewed; and

WHEREAS, Nebraska Peterbilt of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$42,000; and

WHEREAS, Nebraska Peterbilt's bid is less than the estimate for such vehicle.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Peterbilt of Grand Island, Nebraska, in the amount of \$42,000 for one used dump truck is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G11

**#2006-163 - Approving Bid Award for One (1) Self-Propelled
Sewer Cleaning Easement Machine (Waste Water Division)**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 23, 2006

Subject: Approving Bid Award for One (1) Self-Propelled Sewer Cleaning Easement Machine (Waste Water Division)

Item #'s: G-11

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

Background

On May 2, 2006 the Waste Water Division of the Public Works Department advertised for bids for the purchase of one (1) self-propelled easement machine to use for cleaning sanitary sewer mains in easements. Funds for the easement machine were approved in the 2005/2006 budget (page 270).

Discussion

One bid was received and opened on May 16, 2006. The bid was submitted in compliance with the specifications with no exceptions. The estimate for the easement machine was \$40,000.00. The bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Bid Price</i>
Elliott Equipment Co. Grimes, IA	None	Merchants Bonding Co.	\$35,804.00

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 the self-propelled easement machine from Elliott Equipment Co., of Grimes, IA in the amount of \$35,804.00.
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 purchase of the self-propelled easement machine from Elliott Equipment Co., of Grimes, IA.

Sample Motion

Motion to the purchase.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 16, 2006 at 11:00 a.m.
FOR: Self-Propelled Easement Machine
DEPARTMENT: Public Works
ESTIMATE: \$40,000.00
FUND/ACCOUNT: 53030054-85615
PUBLICATION DATE: May 2, 2006
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Elliott Equipment Co.
Grimes, IA
Bid Security: Merchants Bonding Company
Exceptions: None
Bid Price: \$35,804.00

cc: Steve Riehle, Public Works Director
Danelle Collins, PW Admin. Assist.
Dale Shotkoski, Purchasing Agent

Ben Thayer, Supt. of WWTP
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

RESOLUTION 2006-163

WHEREAS, the City of Grand Island invited sealed bids for a Self-Propelled Easement Machine, according to specifications on file with the City Engineer; and

WHEREAS, on May 16, 2006, bids were received, opened and reviewed; and

WHEREAS, Elliott Equipment Co. of Grimes, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$35,804.00; and

WHEREAS, Elliott Equipment Co.'s bid is less than the estimate for such machine.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Elliott Equipment Co. of Grimes, Iowa, in the amount of \$35,804.00 for a self-propelled easement machine is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
May 17, 2006 ☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G12

**#2006-164 - Approving Continuation of Sanitary Sewer No. 521,
Lot 9; Westwood Park Second Subdivision**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 23, 2006

Subject: Approving Continuation of Sanitary Sewer No. 521, Lot 9;
Westwood Park Second Subdivision

Item #'s: G-12

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

Background

Sanitary Sewer District 521 was created by the City Council on April 11, 2006. Legal notice of the creation of the District was published in the *Grand Island Independent* on April 18, 2006. A letter was also mailed to the property owner on that date.

Discussion

The district completed the 30-day protest period at 5:00 p.m., Friday, May 19, 2006. There were no protests filed against the District.

Alternatives

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

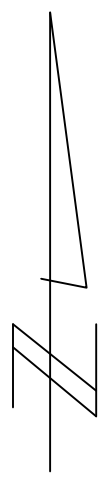
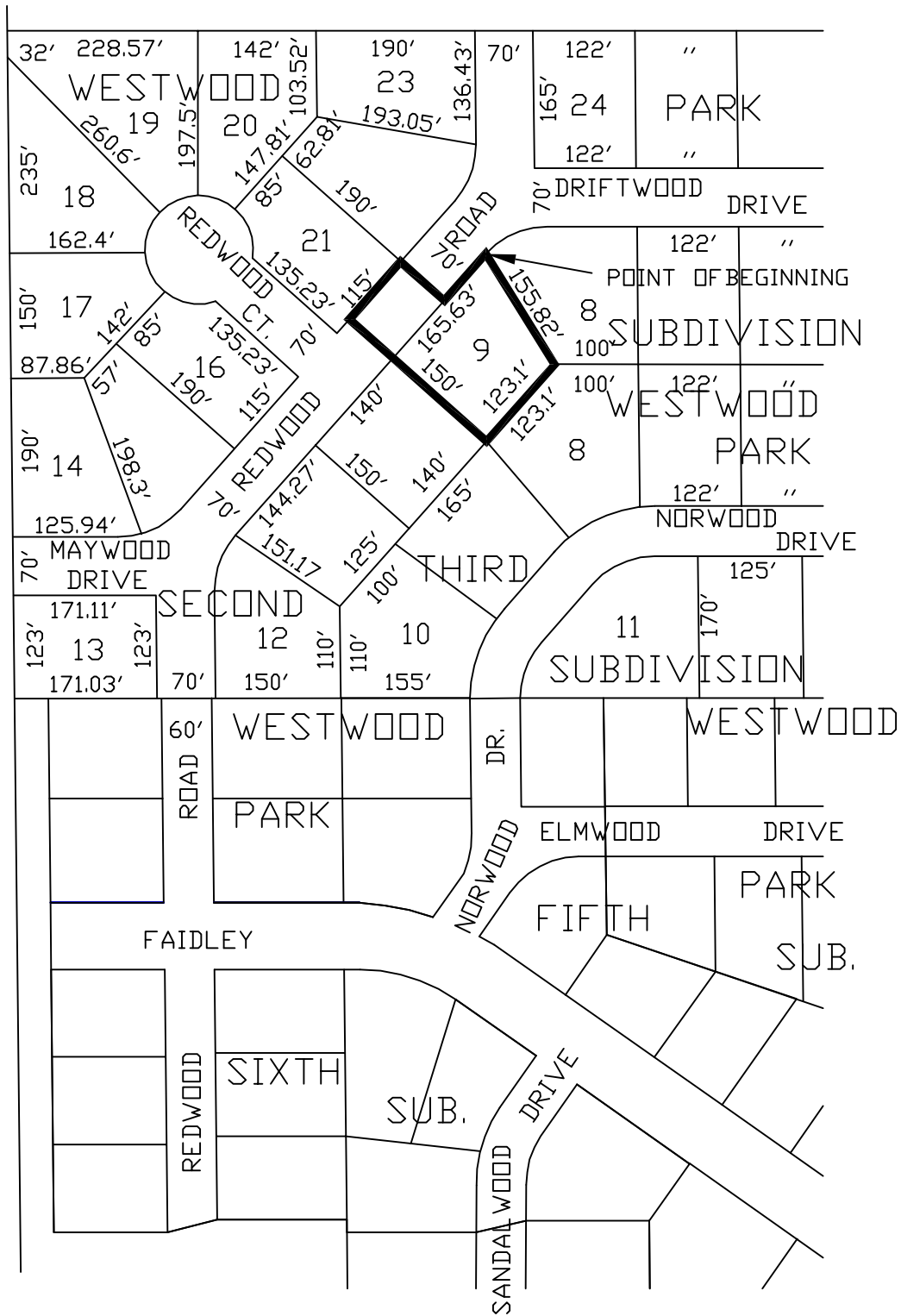
1. Move to approve the continuation of the Sanitary Sewer District.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the City Council approve the continuation of Sanitary Sewer District 521.


Sample Motion

Motion to approve the continuation of Sanitary Sewer District 521.



SANITARY SEWER DISTRICT 521

EXHIBIT "A"

CITY OF GRAND ISLAND

PUBLIC WORKS DEPARTMENT

DATE: 4/3/06
 DRN BY L.D.C.
 SCALE: 1"=200'

PLAT TO ACCOMPANY
 ORDINANCE NO. 9041

RESOLUTION 2006-164

WHEREAS, Sanitary Sewer District No. 521 was created by Ordinance No. 9041 on April 11, 2006; and

WHEREAS, notice of the creation of such sewer district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within thirty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, the protest period ended on May 19, 2006, and no protests have been filed against the creation of such district.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Sanitary Sewer District No. 521, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
May 17, 2006 ☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G13

#2006-165 - Approving Extension of Bid Prices with The Diamond Engineering Company for the Lease of Two (2) Dump Trucks; Wastewater Division

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: May 23, 2006

Subject: Approving Extension of Bid Prices with The Diamond Engineering Company for the Lease of Two (2) Dump Trucks; Wastewater Division

Item #'s: G-13

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

Background

The Waste Water Division is landfilling sewage sludge from the Waste Water Treatment Plant. Bid specifications were prepared to modify city trucks by adding dump boxes to haul the sewage sludge. As a temporary solution until the city could get the dump boxes installed on the city trucks, bid specifications were prepared to lease two (2) dump trucks for an estimated 56 days (2 trucks x 8 weeks = 16 weeks total).

On February 14, 2006 the City Council passed a resolution approving a bid for the lease of two (2) dump trucks to haul sludge to the landfill to The Diamond Engineering Company.

<u>Description</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Amount</u>
Weekly Lease Rate	16 Weeks	\$675.00	\$10,800
Mileage	7,680 Miles	\$1.28	\$9,830.40
		Total	\$20,630.40

The bid was also awarded at the February 14, 2006 meeting to put dump boxes on two (2) Wastewater Division trucks. The successful bidder's delivery date was approximately 105 to 130 days after receipt of the order (delivery June 5 to June 30).

Discussion

Administration recommends extending the lease of the dump trucks to make up the gap between the lease bid of 56 days and the dump box delivery bid of 105 to 130 days. The Diamond Engineering Company has agreed to honor their bid prices.

Alternatives

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

1. Move to approve the extension of bid prices with the Diamond Engineering Company for the lease of two (2) dump trucks to June 30, 2006.
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 extension of bid prices with the Diamond Engineering Company for the lease of two (2) dump trucks to June 30, 2006.

Sample Motion

Motion to approve the extension of bid prices.

RESOLUTION 2006-165

WHEREAS, on February 14, 2006, by Resolution 2006-46, the City Council of the City of Grand Island awarded the bid for the lease of two (2) dump trucks to haul sewage sludge from the Waste Water Treatment Plant to the landfill to The Diamond Engineering Company of Grand Island, Nebraska; and

WHEREAS, the lease of such trucks was a temporary solution until the city could get existing trucks modified to haul sewage sludge to the landfill; and

WHEREAS, the city truck modification has a delivery date of June 30, 2006, causing the additional need for trucking of sewage sludge; and

WHEREAS, The Diamond Engineering Company has agreed to continue leasing trucks to the City at the previously bid price; and

WHEREAS, it is in the City's best interests to continue such arrangement until the modifications of its trucks are complete.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The Diamond Engineering Company of Grand Island, Nebraska, is hereby authorized to continue leasing dump trucks to haul sewage sludge from the Wastewater Treatment Plant to the landfill at a cost of \$675 per week and \$1.28 per mile.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 17, 2006	☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G14

#2006-166 - Approving Services Agreement with Property Bureau, Inc.

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: May 23, 2006
Subject: Renewal of Contract with PropertyBureau, Inc.
Item #'s: G-14
Presenter(s): Steven Lamken, Police Chief

Background

The City entered into a one year contract with PropertyBureau Inc. to provide auction services for the disposal of found and unclaimed property from the Police Department and surplus property from City government. PropertyBureau, Inc. then sells the property at auction on the Internet.

Discussion

PropertyBureau, Inc. brings a truck to the City and has taken all items the City has had for auction including some hard to dispose of items such as electronics. The service has significantly reduced the amount of time City personnel must spend to dispose of property. The service has proven to be a cost effective method for auctioning found, unclaimed, and surplus property for the City.

City Administration is recommending an open ended agreement with PropertyBureau, Inc. that allows us to continue to use the services until such time as the City decides to end the arrangement.

Alternatives

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

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

Recommendation

City Administration recommends that the Council move to approve to continue using the services of PropertyBureau, Inc. for the auction of found, unclaimed, and surplus property.

Sample Motion

Motion to approve Resolution 2006-166 to continue using the services of PropertyBureau, Inc. for the auctioning of found, unclaimed and surplus property for the City of Grand Island.

R E S O L U T I O N 2006-166

WHEREAS, the Grand Island Police Department is responsible for the sale of unclaimed and/or stolen property; and

WHEREAS, the Police Department periodically schedules auctions to dispense of such items; and

WHEREAS, Property Bureau, Inc. provides a service to allow such items to be listed on its website and sold at public auction on the internet; and

WHEREAS, selling such items on the internet has the potential for a larger bidding pool and a higher sale price than can be obtained selling it locally; and

WHEREAS, Property Bureau, Inc. would receive 50% of the first \$1,000 and 25% over that amount to provide this service; and

WHEREAS, it is recommended that the City authorize a contract with Property Bureau, Inc. to sell the City's surplus, unclaimed, and/or stolen property according to the terms of the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Police Department is hereby authorized to enter into a contract with Property Bureau, Inc. to facilitate the sale of the City's surplus, unclaimed, and stolen property on the website, PropertyRoom.com, in accordance with the terms of the contract.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 17, 2006	☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G15

**#2006-167 - Approving Bid Award for Consulting Services for
Quality Assurance Inspections and Testing for Law Enforcement
Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: May 23, 2006
Subject: Quality Assurance Observation and Testing Services
Item #'s: G-15
Presenter(s): Steven Lamken, Police Chief

Background

The new Law Enforcement Center groundbreaking took place on May 15th. The preconstruction meeting for beginning of work was also held on that day. The City needs to contract for observation and testing services for parts of the construction project to ensure that work is performed according to specifications.

It was determined that quality assurance services were needed during four phases of the construction project: earthwork, concrete work, steel and welding, and masonry. The City advertized for requests for proposals for quality assurance observation and testing services for these phases of the construction project. The City received RFPs from four firms on Friday, May 12th.

Discussion

Quality assurance observation and testing is critical for the construction of the law enforcement center. Ensuring the use of materials that meets standards and that work is performed to standards is an important safeguard of the City's investment in the new facility. The quality assurance contract provides for testing of materials as well as observation of work being performed on the job site during critical phases of the construction.

RFPs were received from four engineering firms, GSI of Grand Island, Mid-State from Kearney, Olsson Associates of Grand Island, and Terracon of Omaha. A team of four City employees evaluated the RFP's on May 15th. The evaluation team selected Olsson Associates of Grand Island as the best RFP and first choice to provide services. We contacted Olsson Associates and negotiated the scope of services to be provided under contract. The total scope of services for observation and testing are not to exceed \$40,000.00 during the contract.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract with Olsson Associates for quality assurance observation and testing services on the law enforcement center construction project not to exceed a total of \$40,000.00.

Sample Motion

Motion to approve the contract with Olsson Associates for quality assurance observation and testing services on the law enforcement center construction project not to exceed a total of \$40,000.00.



Dale M. Shotkoski, Assistant City Attorney

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**REQUEST FOR PROPOSAL
FOR
CONSULTING SERVICES FOR QUALITY ASSURANCE INSPECTIONS AND TESTING OF
CONSTRUCTION OF THE LAW ENFORCEMENT CENTER**

RFP DUE DATE: May 12, 2006 at 4:00 p.m.

DEPARTMENT: Police

PUBLICATION DATE: April 26, 2006

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Terracon Consultants, Inc.
Omaha, NE

Geotechnical Services, Inc.
Grand Island, NE

Mid-State Engineering & Testing, Inc.
Columbus, NE

Olsson Associates
Grand Island, NE

cc: Steve Lamken, Police Chief
Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

Robert Falldorf, Police Captain
David Springer, Finance Director
Laura Berthelsen, Legal Assistant

P1086

RESOLUTION 2006-167

WHEREAS, the City of Grand Island invited proposals for Consulting Services for Quality Assurance Inspections and Testing of Construction of the Law Enforcement Center in accordance with a Request for Proposal on file at Grand Island Police Department; and

WHEREAS, on May 16, 2006, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Olsson Associates of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the request for proposals and all statutory requirements contained therein and the City Procurement Code, such proposal being for an amount not to exceed \$40,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Olsson Associates of Grand Island, Nebraska, for consulting services for quality assurance inspections and testing of construction of the Law Enforcement Center for an amount not to exceed \$40,000 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 17, 2006	☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G16

#2006-168 - Approving Adoption of the Prevention of Spread of Communicable Disease, Illness, or Poisoning Policy

Staff Contact: Teresa Anderson, Health Department Director

Council Agenda Memo

From: Teresa Anderson, Executive Director, Central District Health Department

Meeting: May 23, 2006

Subject: Prevention of Spread of Communicable Disease, Illness or Poisoning"

Item #'s: G-16

Presenter(s): Teresa Anderson, Executive Director, Central District Health Department

Background

The suggested resolution "Prevention of the Spread of Communicable Disease, Illness, or Poisoning" assigns the authority to order a "Directed Health Measure" to the Director of Central District Health Department. This resolution would be employed in the event of exposure to members or a member of the public to communicable disease, illness or poisoning by biological, chemical, radiological or nuclear agents. A Directed Health Measure is any measure whether prophylactic or remedial, intended and directed to prevent or limit the spread of communicable disease or to prevent or limit public exposure to or spread of biological, chemical, radiological, or nuclear agents.

Discussion

This draft is being presented to city and county governments for action across Nebraska at the urging of Nebraska Health and Human Services. The underlying rationale for passing the ordinance at this time is as follows:

1. Local public health districts cover all residents and counties in Nebraska.
2. Local public health has the capacity for surveillance and epidemiological investigation.
3. Local policy which assigns the authority to declare quarantine and isolation to local health district officials greatly reduces the time factor for implementation and action, thereby reducing potential exposure to the public.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the policy for the Prevention of Spread of Communicable Disease, Illness, or Poisoning Policy.

Sample Motion

Motion to approve the adoption of the Prevention of Spread of Communicable Disease Illness, or Poisoning Policy.

Central District Health Department

Prevention of Spread of Communicable Disease, Illness, or Poisoning

Authority

These regulations are enacted pursuant to Neb. Rev. Stat. § 71-501, and 71-1626 *et seq.* and apply to the exercise of authority by the Department to order Directed Health Measures necessary to prevent the spread of communicable disease, illness or poisoning.

Nothing in these regulations precludes the Department from requesting voluntary compliance with beneficial health measures.

Nothing in these regulations precludes the Department from referring a matter covered by these regulations to the State Public Health Department at any time.

Definitions

Chief Medical Officer: means the state Chief Medical Officer appointed pursuant to Neb. Rev. Stat. § 81-3201, if the State Public Health Department Director is not a Medical Doctor.

Communicable Disease, Illness, or Poisoning: means an illness due to an infectious or malignant agent, which is capable of being transmitted directly or indirectly to a person from an infected person or animal through the agency of an intermediate animal, host or vector, or through the inanimate environment.

Decontamination: means the removal or neutralizing of contaminating material, such as radioactive materials, biological materials, or chemical warfare agents, from a person or object to the extent necessary to preclude the occurrence of foreseeable adverse health effects. Decontamination includes remediation or destruction of sources of communicable disease or biological, chemical, radiological or nuclear agents.

Department: means the Central District Health Department

Directed Health Measures: means any measure, whether prophylactic or remedial, intended and directed to prevent or limit the spread of communicable disease or to prevent or limit public exposure to or spread of biological, chemical, radiological or nuclear agents.

Director: means the Director of the Central District Health Department, or a person acting on behalf of the Director as his or her designee.

Health Care Facility: means any facility licensed under the Health Care Facility Licensure Act, and shall include such additional clinics not licensed under that act as may be identified in specific orders issued pursuant to these regulations.

Health Care Provider: means any credentialed person regulated under the Advanced Practice Registered Nurse Act, the Emergency Medical Services Act, the Licensed Practical Nurse-Certified Act, the Nebraska Certified Nurse Midwifery Practice Act, the Nurse Practice Act, the Occupational Therapy Practice Act, the Uniform Licensing Law, or sections 71-3702 to 71-3715.

Isolation: means the separation of people who have a specific communicable disease from healthy people and the restriction of their movement to stop the spread of that disease.

Local Public Health Department: means a local public health department as defined by Neb. Rev. Stat. § 71-1626 and its governing officials.

Personal Protective Equipment (PPE): means equipment ordered or used to protect an individual from communicable disease, illness or poisoning.

Premises: means land and any structures upon it.

Public Health Authority: means any individual or entity charged by law with a duty or authority to enforce or carry out a public health function.

Quarantine: directed to identified individuals or defined populations means the restriction of, or conditions upon, the movement and activities of people who are not yet ill, but who have been or may have been exposed to an agent of communicable disease, illness, or poisoning and are therefore potentially capable of communicating a disease, illness, or poison. The purpose is to prevent or limit the spread of communicable disease, illness or poison. Quarantine of individuals or defined populations generally involves the separation of the quarantined, from the general population.

Quarantine and isolation: These terms *both* include restriction of, or conditions upon, the movement and activities of people to prevent or limit the spread of communicable disease, illness or poisoning. In circumstances where animals are agents of communicable disease, illness or poisoning, either term may apply to such animals.

Quarantine Officer: means the statutorily established quarantine officer for a municipality or county, usually the chief executive or top law enforcement officer.

Quarantine of premises: means restriction of the movement of all people upon, into or out from those premises to prevent or limit the spread of communicable disease or to prevent or limit public exposure to or spread of biological, chemical, radiological or nuclear agents.

State Public Health Department: means the Nebraska Department of Health and Human Services Regulation and Licensure or its successor.

Findings

A. When the Director receives information from:

1. the United States Department of Health and Human Services Centers for Disease Control and Prevention;
2. the State Public Health Department;
3. any other Local Public Health Department;
4. communicable disease surveillance conducted by the Central District Health Department;
or
5. treating health care providers or health care facilities

that a member or members of the public have been, or may have been exposed to a communicable disease, illness or poisoning by biological, chemical radiological or nuclear agents, the Director will review all information under the following provisions to determine if any Directed Health Measure should be ordered.

B. Before ordering a Directed Health Measure, the Director:

1. Must find both:
 - a. that a member or members of the public have been, or may have been exposed; and
 - b. that Directed Health Measures exist to effectively prevent, limit or slow the spread of communicable disease or to prevent, limit or slow public exposure to or spread of biological, chemical, radiological or nuclear agents; and
2. Must find one or more of the following:
 - a. that the exposure presents a risk of death or serious long-term disabilities to any person;
 - b. that the exposure is wide-spread and poses a significant risk of harm to people in the general population; or
 - c. that there is a particular subset of the population that is more vulnerable to the threat and thus at increased risk;
3. May make further finding, in assessing the nature of the risk presented:
 - a. Whether the threat is from a novel or previously eradicated infectious agent or toxin;
 - b. Whether the threat is or may be a result of intentional attack, accidental release, or natural disaster;
 - c. Whether any person(s) or agent(s) posing the risk of communicating the disease are non-compliant with any measures ordered by a health care provider.

C. If affirmative findings are made pursuant to subsection 003 B. and the Director further finds that a delay in the imposition of an effective Directed Health Measure would significantly jeopardize the ability to prevent or limit the transmission of a communicable disease, illness or poisoning or pose unacceptable risks to any person or persons, the Director may impose any of the Directed Health Measures set out in section 004.

The Director's findings will be reported to the State Public Health Department Communicable Disease Control program.

The Director may refer the findings to the Director of the State Public Health Department and defer to that Director for the imposition of measures under the State Public Health Department's authority.

Directed Health Measures

A. Directed Health Measures which may be ordered by the Director are:

1. Quarantine:
 - Of individuals,
 - Of defined populations,
 - Of buildings and premises, or of defined areas, public and private, or
 - Of animals

The methods of quarantine may require the individual or population to remain within defined areas or to restricted activities, which may include "work quarantine" restricting individuals or defined populations to their residence or workplace.

In the event that the quarantine of affected premises posing an immediate threat to the public health and safety is determined to be incapable of effective enforcement, the Department may act alone or in concert with any local jurisdiction having condemnation and nuisance abatement authority, to carry out measures effective to remove the threat, including safe demolition of the premises.

2. Isolation of individuals:
 - At home,
 - In a health care facility, or
 - In another designated area.
3. Decontamination.
4. Such other protocols or measures as may be identified as effective against public health threats by the American Public Health Association, the United States Department of Health and Human Services Centers for Disease Control and Prevention or other similar authority.

B. Any of the Directed Health Measures may include, and are not limited to, any of the following:

1. Periodic monitoring and reporting of vital signs.

2. Use of PPE for the performance of specified tasks or at specified premises.
 3. Specific infection control measures including cleaning and disposal of specified materials.
- C. Any Order of the Director may include temporary seizure or commandeering of personal or real property for public health purposes.
- D. Directed Health Measures may be directed to an individual, group of individuals, or a population, or directed to the public at large with regard to identified premises or activities and may also include health care providers, health care facilities, health care authorities and public and private property including animals.

Procedure

A. In making the finding under subsection 003 and determining the measures under subsection 004, the Director will consult with the medical director of the Central District Health Department, and with the state's Chief Medical Officer or other medical and communicable disease control personnel of the State Public Health Department. The Director may make use of the expertise and observations of any health care provider who has treated a person subject to consideration for a Directed Health Measure. The Director will also consider the directives and guidelines issued by the American Public Health Association and the United States Department of Health and Human Services Centers for Disease Control and Prevention.

B. In determining the nature, scope and duration of the Directed Health Measure ordered, the Director, based on the information available at the time of the determination, will:

1. Assess the situation and identify the least restrictive practical means of isolation, quarantine, decontamination or imposition of other directed health measures on persons or property that effectively protects unexposed and susceptible individuals.
2. When isolation or quarantine is ordered, select a place that will allow the most freedom of movement and communication with family members and other contacts without allowing disease transmission to others and allow the appropriate level of medical care needed by isolated or quarantined individuals to the extent practicable.
3. For communicable diseases, order that the duration of the Directed Health Measure should be no longer than necessary to ensure that the affected individual or group no longer poses a public health threat.
4. Give consideration to separation of isolated individuals from quarantined individuals. However, if quarantine or isolation is possible in the affected individual's (s') home, individuals may be isolated with quarantined individuals.
5. Give consideration to providing for termination of the Order under the following circumstances:

If laboratory testing or examination is available to rule out a communicable condition, the Order may provide proof of the testing or examination negative result will be accepted to terminate a Directed Health Measure.

If treatment is available to remedy a communicable condition, the Order may provide that proof of successful treatment will be accepted to terminate a Directed Health Measure.

Order

- A. Upon a finding pursuant to subsection 003 and determination pursuant to subsection 004, the Director will issue an Order directed to the affected individual, individuals, entity or entities.
- B. Prior to issuing any Order, the Director will, as required by Neb. Rev. Stat. §71-1631(10), obtain approval of the Directed Health Measure ordered by the State Public Health Department.
- C. Orders of the Director imposing Directed Health Measures are effective immediately.
- D. Orders will contain the finding and determination and will order the affected person or persons to comply with the terms of the Order, and will also include the following:
 1. Orders of Isolation will contain the following:
 - a. Name and identifying information of the individual(s) subject to the order;
 - b. Brief statement of the facts warranting the isolation;
 - c. Conditions for termination of the order;
 - d. Duration of isolation period;
 - e. The place of isolation;
 - f. Required conditions to be met for treatment;
 - g. Required conditions to be met for visitation if allowed;
 - h. Instructions on the disinfecting or disposal of any personal property of the individual;
 - i. Required precautions to prevent the spread of the subject disease; and
 - j. Individual's right to an independent medical exam at their own expense.
 2. Orders of Quarantine will contain the following:
 - a. Name, identifying information or other description of the individual, group of individuals, premises or geographic location subject to the order;
 - b. Brief statement of the facts warranting the quarantine;
 - c. Conditions for termination of the order;
 - d. Specified duration of the quarantine;
 - e. The place or area of quarantine;
 - f. No contact except as approved by the Director or designee;
 - g. Symptoms of the subject disease and a course of treatment;
 - h. Instructions on the disinfecting or disposal of any personal property;
 - i. Precautions to prevent the spread of the subject disease; and,

- j. Individual's right to an independent medical exam at their own expense..
3. Orders of Decontamination will contain the following:
- a. Description of the individual, group of individuals, premises, or geographic location subject to the order;
 - b. Brief statement of the facts warranting the quarantine;
 - c. Instructions on the disinfecting or disposal of any personal property; and,
 - d. Precautions to prevent the spread of the subject disease.

Notice

- A. Orders directed to individuals will be delivered in a manner reasonably calculated to give the individual actual notice of the terms of the Order consistent with the threat of communicable disease. Service may be made by law enforcement personnel or any other person designated by the Director. Personal delivery may be attempted, except in cases when personal delivery would present a risk of spread of disease or exposure to agents that cannot be avoided by measures reasonably available. Electronic transmission by e-mail or telefacsimile will be sufficient, provided that any available means of determining and recording receipt of such notice will be made. If electronic transmission is impossible or unavailable under the circumstances, oral communication by telephone or direct transmission of voice will be sufficient, and such communication will be memorialized at the time it is delivered.
- B. Orders directed to groups of individuals or populations may be disseminated by mass media.
- C. Orders directed to quarantine premises or geographic locations may be disseminated by mass media and will be posted at or near the premises or geographic location in order to be visible and effective to achieve the intended purpose. Copies of the Orders will be delivered to the owners or others in control of the premises, if known, in the same manner as Orders directed to individuals.
- D. Copies of all Orders will be provided to the chief elected official(s) of the jurisdiction(s) in which the Order is implemented.
- E. The Central District Health Department will send a copy of the Order to the State Public Health Department Communicable Disease Control program by telefacsimile, e-mail or the Health Alert Network system.

Enforcement

- A. The Department may seek the assistance of the appropriate quarantine officer to enforce any Order.
- B. Department personnel assigned to enforcement of any Order will promote the need for the Directed Health Measure and encourage individuals to comply with all aspects of the Order.

- C. Any individual subject to an Order may at any time present evidence to the Director to show that the Order should be modified or terminated. The Director may or may not modify or terminate the Order in his or her sole discretion.
- D. Any person subject to an Order under these regulations who does not comply may be referred to the County Attorney for prosecution or injunctive action under Neb. Rev. Stat. § 71-506 or § 71-1631.01.

Cooperation and Coordination

The Department may assist or seek the assistance of the State Public Health Department, quarantine officers, other Local Public Health Departments and other public health authorities authorized or required by law to carry out Directed Health Measures in carrying out those measures.

The Department may enter into Inter-local Cooperation agreements in furtherance of the provisions of this chapter, however, the absence of any such agreement will not preclude the Department from exercising its authority pursuant to these regulations.

Treating Health Care Providers must follow and aid affected individuals and populations in compliance with ordered Directed Health Measures.

Reporting

Treating Health Care Providers, Health Care Facilities and other persons must report any information known to them concerning any individual or entity subject to an Order of quarantine, isolation or other Directed Health Measure that is not in compliance with the Order. The report must be made to the State Public Health Department and local law enforcement.

R E S O L U T I O N 2006-168

WHEREAS, at the City Council Study Session of December 13, 2005, the Executive Director of the Central District Health Department presented information on pandemic flu; and

WHEREAS, a draft copy of the Prevention of Spread of Communicable Disease, Illness or Poisoning was provided for review and discussion; and

WHEREAS, the Executive Director of the Central District Health Department recommends that the policy for the Prevention of Spread of Communicable Disease, Illness or Poisoning be adopted in the interest of public health; and

WHEREAS, the adoption of this policy would authorize the Executive Director of the Central District Health Department to order a "Directed Health Measure" in the event of exposure to members or a member of the public to communicable disease, illness or poisoning by biological, chemical, radiological or nuclear agents; and

WHEREAS, the proposed policy is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby adopts the attached "Central District Health Department Policy on the Prevention of Spread of Communicable Disease, Illness, or Poisoning".

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 17, 2006	☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G17

#2006-169 - Approving Letter of Intent with Qwest for Phone Lines for the New Law Enforcement Center

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: May 23, 2006
Subject: Letter of Intent for Telephone Service
Item #'s: G-17
Presenter(s): Steven Lamken, Police Chief

Background

The new law enforcement center on the 1100 block of east Highway 30 will require telephone service. There is no telephone service to the site at this time. We will require several telephone lines to be brought into the building by Quest. Quest Communications requires a letter of intent to be initiated for them to engineer the project and provide the needed phone lines to the building.

Discussion

The construction plans for the new law enforcement center requires conduit to be provided into the building for the installation of phone lines. Quest Communications will design and run adequate telephone lines to serve the facility as part of their services without cost to the City.

Quest will have costs of bringing phone services to the building. Quest requires the City to sign a letter of intent for the phone service before they will commit the time and costs to provide the needed phone lines to the center. The letter of intent is a statement of the City's intent to build the law enforcement center.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

Recommendation

City Administration recommends that the Council move to approve the Mayor signing of the letter of intent between the City of Grand Island and Quest Communications for telephone service to the new law enforcement center.

Sample Motion

Motion to approve the Mayor signing a letter of intent between the City of Grand Island and Quest Communications for telephone service to the new law enforcement center.

RESOLUTION 2006-169

WHEREAS, the City of Grand Island is in the process of constructing a new Law Enforcement Center at 1021 E. Highway 30; and

WHEREAS, the City of Grand Island has been contacted by Qwest Communications to enter into a Letter of Intent specifying the telephone infrastructure to the new Law Enforcement Center; and

WHEREAS, it is necessary to enter into the Letter of Intent with Qwest Communications to obtain the telephone infrastructure necessary for telephone and telecommunication service at that location.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City shall enter into a Letter of Intent with Qwest Communications specifying telecommunications infrastructure that will be installed for telecommunications service at the new Law Enforcement Center.

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute the Letter of Intent with Qwest Communications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G18

#2006-170 - Approving Change Order No. 1 with Tri Valley Builders, Inc. for Construction of Fire Station No. 1

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief
Meeting: May 23, 2006
Subject: Change Order Fire Station One
Item #'s: G-18
Presenter(s): Jim Rowell, Fire Chief

Background

The new fire station construction was approved by council on April 11, 2006 at a total dollar amount of \$2,455,500. The amount approved included four alternates which were a fourth bay, preparation work for the exhaust system, a natural gas generator and a storage building.

Discussion

The amount approved including the four alternates was based on some materials for which we have found less expensive sources or alternate materials. These changes are accomplished by change order and are based on the original dollar amount submitted for the building without the alternates. The alternates are then added to the base bid amount.

The changes in materials used include changes in the base bid and the alternates so that the change from block to brick construction reduces the cost of both the building and the storage building. This change to brick similarly reduces the cost of the fourth bay. A list of the individual changes is provided in the change order and in the resolution.

The fire station committee has worked on these changes and recommends their approval. The change order provides a contract total of \$2,331,879, a reduction of \$123,621 in the original amount.

In addition to the reduced construction cost, the project architectural firm, Cannon Moss Brygger & Assoc. has voluntarily reduced their fee from 7.75 % to 7.3%. Based on the reduced cost figure in the change order, the fee reduction will save the City \$10,493.45.

Alternatives

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


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

Recommendation

City Administration recommends that the Council approve change order number one.

Sample Motion

Motion to approve change order number one.

Cannon Moss  **Brygger & Assoc.**

A R C H I T E C T S

April 12, 2006

Curt Rohling, Operations Division Chief
Grand Island Fire Department
P.O. Box 1968
Grand Island, NE 68802

RE: Architectural/Engineering Fees for
New Grand Island Fire Station No. 1

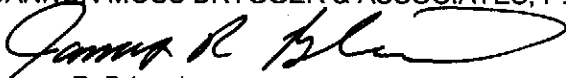
Dear Curt:

As a goodwill gesture to the City of Grand Island, CMBA will reduce our architectural/engineering fee for the above referenced project from 7.75% to 7.3%.

We look forward to a successful construction project after a long hard planning and design phase.

Sincerely,

CANNON MOSS BRYGGER & ASSOCIATES, P.C.


James R. Brisnehan

JRB:lag

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Fax 308 384-0971

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Change Order

PROJECT (Name and address): GRAND ISLAND FIRE STATION #1 GRAND ISLAND, NEBRASKA	CHANGE ORDER NUMBER: 1 DATE: April 21, 2006	OWNER: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): TRI VALLEY BUILDERS, INC. PO BOX 2341 GRAND ISLAND, NE 68802-2341	ARCHITECT'S PROJECT NUMBER: 05140 CONTRACT DATE: April 04, 2006 CONTRACT FOR: General Construction	ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Item 1: Alternate No. 1 - Fourth drive-through bay.	ADD \$125,000.00
Item 2: Alternate No. 2 - Plymovent exhaust system.	ADD \$ 3,500.00
Item 3: Alternate No. 3 - Natural gas generator.	ADD \$ 55,000.00
Item 4: Alternate No. 4 - Storage building.	ADD \$ 77,000.00
Item 5: Delete colored concrete.	DEDUCT (\$ 3,480.00)
Item 6: Delete colored mortar, provide face brick in lieu of concrete block. Window sills and wall caps to remain precast stone. Water table deleted.	DEDUCT (\$93,136.00)
Item 7: Use Simple Saver insulation in lieu of High-R insulation over living quarters/office area.	DEDUCT (\$ 4,250.00)
Item 8: Delete waterproofing coat inside cavity wall.	DEDUCT (\$ 3,000.00)
Item 9: Change 3" vent-top thermalac to 2-5/8".	DEDUCT (\$ 1,500.00)
Item 10: Change Thermax ceiling insulation to Raylite ceiling insulation - apparatus bays.	DEDUCT (\$ 3,520.00)
Item 11: Change paint system in office area to enamel.	DEDUCT (\$ 2,500.00)
Item 12: Alternate No. 1 - Change exterior finish material to face brick.	DEDUCT (\$ 4,835.00)
Item 13: Alternate No. 2 - Change exterior finish material to face brick.	DEDUCT (\$ 7,400.00)

TOTAL ADD THIS CHANGE ORDER	\$136,879.00
------------------------------------	---------------------

The original Contract Sum was	\$ 2,195,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,195,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 136,879.00
The new Contract Sum including this Change Order will be	\$ 2,331,879.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CANNON MOSS BRYGGER & ASSOC.
ARCHITECT (Firm name)

2535 CARLETON AVENUE, SUITE A
GRAND ISLAND, NE 68803

ADDRESS



BY (Signature)

JAMES R. BRISNEHAN

(Typed name)

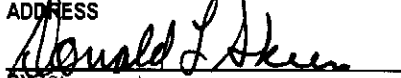
DATE

4-21-06

TRI VALLEY BUILDERS, INC.
CONTRACTOR (Firm name)

PO BOX 2341
GRAND ISLAND, NE 68802-2341

ADDRESS



BY (Signature)

DONALD L. SKEEN

(Typed name)

DATE

4-21-06

CITY OF GRAND ISLAND
OWNER (Firm name)

P.O. BOX 1968
GRAND ISLAND, NE 68802-1968

ADDRESS



BY (Signature)

JAY VAVRICEK

(Typed name)

DATE



GENERAL CONTRACTORS
3630 OLD WEST HIGHWAY 30
P.O. BOX 2341
GRAND ISLAND, NEBRASKA 68802
(308) 384-6821 FAX (308) 384-5545



April 19, 2006

Cannon Moss Brygger & Associates
2535 Carleton Ave., Suite A
Grand Island, NE 68803

Attn: Jim Brisnehan

RE: New Fire Station #1

ITEMS TO DEDUCT

1. Delete colored concrete. (\$ 3,480.00)
2. Delete colored mortar, provide face brick in lieu of concrete block. Window sills and wall caps to remain precast stone. Water table deleted. (\$ 93,136.00)
3. Use Simple Saver insulation in lieu of High-R insulation over living quarters/office area. (\$ 4,250.00)
4. Delete waterproofing coat inside cavity wall. (\$ 3,000.00)
5. Change 3" vent-top thermacal to 2 5/8". (\$ 1,500.00)
6. Change Thermax ceiling insulation to Raylite ceiling insulation-apparatus bays. (\$ 3,520.00)
7. Change paint system in office area to enamel. (\$ 2,500.00)

8. ALTERNATE #1 DEDUCT	(\$ 4,835.00)
9. ALTERNATE #4 DEDUCT	<u>(\$ 7,400.00)</u>
TOTAL DEDUCTS	(\$123,621.00)

Sincerely,



Donald L. Skeen
TRI VALLEY BUILDERS, INC.

DLS/sj

RESOLUTION 2006-170

WHEREAS, on April 11, 2006, by Resolution 2006-123, the City Council of the City of Grand Island awarded Tri Valley Builders, Inc. of Grand Island, Nebraska, the bid for the construction of Fire Station No. 1 at a base bid of \$2,195,000 plus four alternates resulting in a total bid cost of \$2,455,500; and

WHEREAS, it is recommended that modifications to the work to be done by Tri Valley Builders, Inc. are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modification will decrease the contract amount by \$123,621.00 for a revised contract price of \$2,331,879.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Tri Valley Builders, Inc. of Grand Island, Nebraska to provide the modifications set out as follows:

- Delete colored concrete (3,480.00)
- Delete colored mortar, replace concrete block with face brick; water table deleted(93,136.00)
- Replace High-R insulation with Simple Saver insulation in living quarters/office area..... (4,250.00)
- Delete waterproofing coat inside cavity wall..... (3,000.00)
- Change 3" vent-top thermacal to 2-5/8" (1,500.00)
- Replace Raylite ceiling insulation with Thermax ceiling insulation in apparatus bays (3,520.00)
- Change paint system in office area to enamel (2,500.00)
- Change exterior finish material to face brick on Alternate No. 1..... (4,835.00)
- Change exterior finish material to face brick on Alternate No. 2..... (7,400.00)

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
May 17, 2006 ☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G19

#2006-171 - Approving Bid Award for Medical Physical Fitness Testing

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief
Meeting: May 23, 2006
Subject: Physical Fitness Testing Contract
Item #'s: G-19
Presenter(s): Jim Rowell

Background

Request for bids for physical fitness testing for Grand Island Fire Department was published April 29, 2006. Closing date was May 17, 2006.

Discussion

Requests for one a year contract were sent to five potential bidders. One bid was received and it is within the estimate and funds are available in the budget account numbers 10022101-85160 and 10022102-85160. The one responsive bid was by Internal Medical Associates of Grand Island in the amount of \$24,628. This bid is from the previous provider of this testing and we have been well satisfied with their performance in past years.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve bid award to Internal Medical Associates of Grand Island.

Sample Motion

Motion to approve contract with Internal Medical Associates of Grand Island.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 17, 2006 at 11:00 a.m.
FOR: Medical Physical Fitness Testing
DEPARTMENT: Fire
ESTIMATE: \$33,000.00
FUND/ACCOUNT: 10022101-85160 and 10022102-85160
PUBLICATION DATE: April 29, 2006
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder: Internal Medical Associates
Grand Island, NE
Exceptions: Noted
Bid Price: \$24,628.00

cc: Jim Rowell, Fire Chief
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

Chris Hoffman, Fire Admin. Assist.
Dale Shotkoski, Purchasing Agent

P1087

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between Internal Medical Associates hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the city has caused contract documents to be prepared and an advertisement calling for bids to be published, for Physical Fitness Testing – Fire Department; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the city of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of TwentyFour Thousand Six Hundred Twenty Eight dollars (\$24,628.00) for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. Eight Dollars

This amount shall be paid annually upon the services being rendered for that year. If the services are satisfactorily performed, this contract shall run from the date it is signed until _____;

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the

purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the medical testing.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall complete the work on or before September 6, 2006, and _____ for each additional year for which the service is to be provided.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug free workplace policy and will provide a copy of the policy to the City upon request.

By Charles J. Shelton
Charles J Shelton
Title Clinic Administrator

Date 5-10-06

CITY OF GRAND ISLAND, NEBRASKA

By _____
Mayor

Date _____

Attest: _____
City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2006-171

WHEREAS, the City of Grand Island invited sealed bids for a Medical Physical Testing for the Fire Department, according to specifications on file with the Fire Department; and

WHEREAS, on May 17, 2006, bids were received, opened and reviewed; and

WHEREAS, Internal Medical Associates of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$24,628.00; and

WHEREAS, Internal Medical Associates' bid is less than the estimate for such testing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Internal Medical Associates of Grand Island, Nebraska, in the amount of \$24,628.00 for medical physical testing is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
May 17, 2006 ☐ City Attorney



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item H1

Approving Request of Verizon Wireless for Conditional Use Permit for a 150' Telecommunications Tower Located at 13th Street and Highway 281

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

Staff Contact: Steve Paustian



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item H2

Consideration of Annexation of Property Located at 502 East Capital Avenue (North of Capital Avenue and East of Burlington Northern Railroad) and Refer to the Regional Planning Commission

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: May 23, 2006

Subject: Annexation of property located at 502 E Capital Avenue, North of Capital Avenue east of the BNSF Rail line.

Item #'s: H-2

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

Background

A request has been received to consider annexation of property located at 502 E. Capital Avenue north of Capital Avenue and east of the BNSF rail line. The owners of this property are anticipating development of the property and requesting that the city bring it into the corporate limits. This property is contiguous with the Grand Island Municipal limits.

Discussion

Nebraska Revised Statute §16-117 provides for the process of annexation the first step of which is for the Mayor and City Council to refer the matter to the Regional Planning Commission for a recommendation. This will be followed by the process as outlined in the attached

Alternatives

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

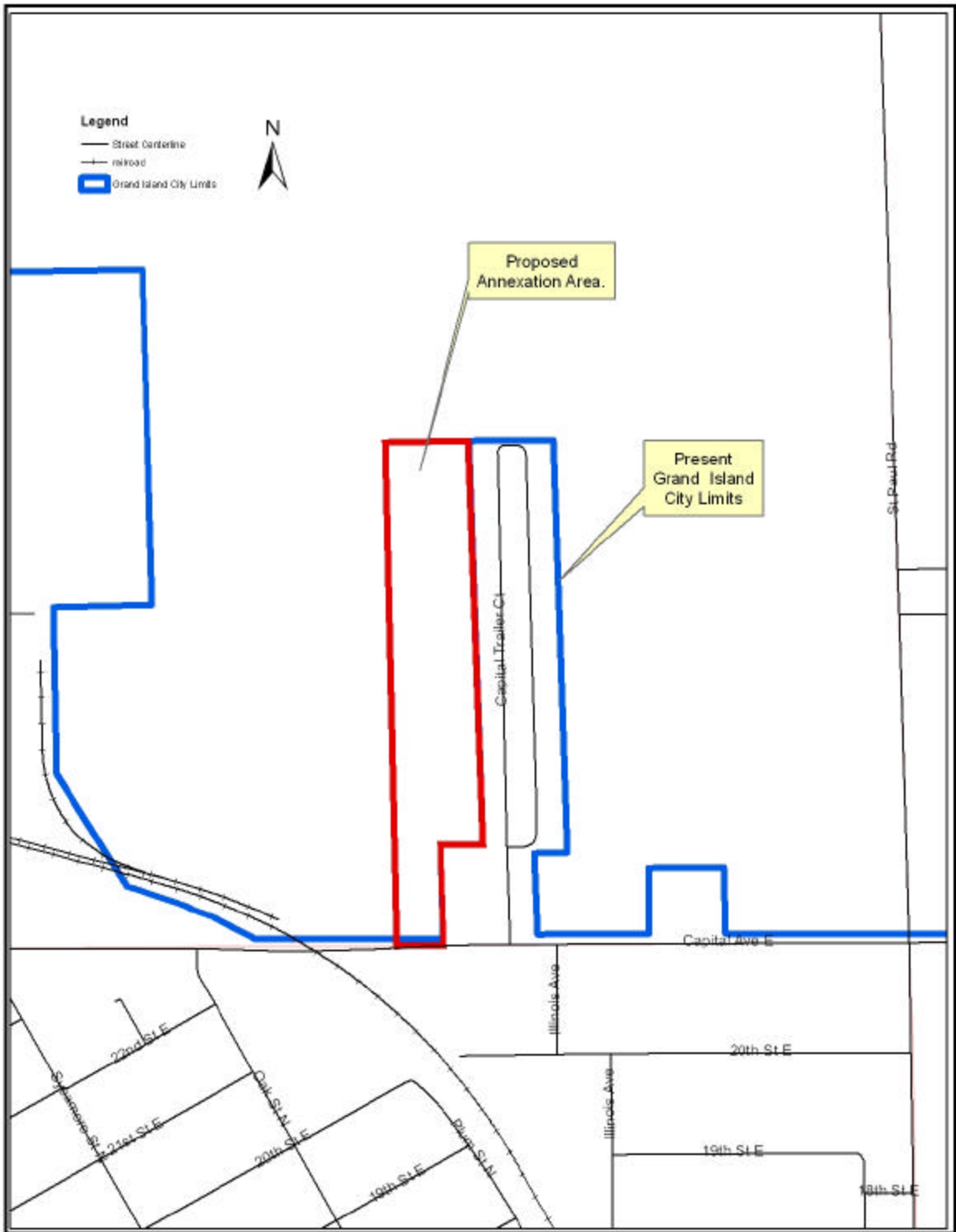
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council refer this item to the Hall County Regional Planning Commission.

Sample Motion

Motion to refer this annexation request to the Regional Planning Commission for consideration and recommendation.





City of Grand Island

Tuesday, May 23, 2006

Council Session

Item I1

**#2006-172 - Approving Recommended Essential Air Service (EAS)
Proposal**

Staff Contact: Gary Greer

Council Agenda Memo

From: Gary D. Greer, City Administrator

Meeting: May 23, 2006

Subject: Essential Air Service Recommendation

Item #'s: I-1

Presenter(s): Mike Olson, AAE Central Nebraska Regional Airport
Executive Director

Background

The Department of Transportation developed a program entitled Essential Air Service (EAS) several years ago to assure that smaller rural communities would be provided with passenger air service. The program provides subsidies to commercial air carriers to offset the cost of offering such service in areas where ridership cannot be to the level to achieve profitability. This program is intended to help small communities in economic development, community development and population stabilization. Hall County has benefited from this program over the last few years by assuring that the area continued flight service for citizens and businesses.

Every two years the Department of Transportation asks for proposals from air carriers for the various EAS communities for the continuation of air service. Over the last two months proposals have been accepted and 11 proposals from 4 airlines were submitted for the Central Nebraska Regional Airport. A summary of the proposals is attached for City Council review.

Discussion

The Department of Transportation encourages public input into the process to secure EAS providers. Over the last few weeks the Central Nebraska Regional Airport Board has conducted several public meetings to seek input from citizens and businesses concerning air service. Additionally, input from local governing bodies is sought to strengthen the decision of which proposal is best for the community. Mike Olson, Executive Director will be on hand to present the outcome of the extensive public participation process and results of a recently completed air feasibility study for City

Council review. He will also present a recommendation from the Airport Authority Board concerning the #1 and # 2 recommended option for the community.

Alternatives

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

1. Move to approve
2. Move to deny

Recommendation

City Administration recommends that the Council accept the recommendation of the Hall County Airport Authority Board submitted by Big Sky Airlines and pass resolution #2006-172 to authorize the Mayor to send a letter to the Department of Transportation expressing support of such proposal.

Sample Motion

Motion to accept the recommendation of the Hall County Airport Authority Board submitted by Big Sky Airlines or Billings, Montana and pass resolution #2006-172 to authorize the Mayor to send a letter to the Department of Transportation expressing support of such proposal.

GRAND ISLAND EAS PROPOSALS

Proposal	Destination	# Roundtrips Daily	Weekly	EQUIP	Scheduled trips		Estimated Passengers	Subsidy	Comments
					Outbound	Return			
Great Lakes #5	DEN	3	18	1900	0705-0737	x7	1035-1259	x7	Same as current service with \$192,311 increase in subsidy. Code share with United and Frontier.
					1320-1352	x6	1427-1650	x6	
					1705-1735	x6	1930-2154	x6	
Great Lakes #6	DEN	2	12	1900	0705-0737	x7	1035-1259	x7	One less trip than required.
					1705-1735	x6	1930-2154	x6	
Great Lakes #11	MCI	2	12	1900	0740-0845	x7	0900-1008	x7	GRI-DEN is one-stop via MCK. MCK-MCI/DEN est 3,000 passengers
					1525-1630	x6	1645-1748	x6	
					1020-1116	x7	1215-1511	x6	
Big Sky #7	DEN	3	18	1900	0705-0737	x7	1035-1259	x67	Same schedule as GL#5 with higher subsidy. \$134 EASYFARE. Codeshare with HP, NW and AS.
					1320-1352	x67	1415-1639	x6	
					1700-1732	x6	2000-2224		
Big Sky #8	MCI	2	13	1900	0555-0704	x7	1000-1105	x7	Adds \$99 EASYS-AVER to MCI with codeshare to HP and NW
					1600-1709	x7	2000-2108		
					1125-1157	x67	1315-1539	x67	
Big Sky #9	DEN	2	13	1900	0705-0737	x7	1035-1259	x7	\$1,479,045
					1700-1732	x7	2000-2224		
					1325-1434	x67	1500-1608	x67	
Big Sky #10	MSP	2	12	1900	0610-0755	x7	0900-1045	x7	Adds \$135 EASYS-AVER to MSP with codeshare to HP and NW.
					1600-1745	x6	1900-2045	x6	
					1125-1157	x6	1315-1539	x6	
Mesa #3	OMA	2	12	1900	0555-0630	x7	1100-1135	x7	Flights operates as America West Express. . One-way shuttle fares to MCI (\$59) and OMA (\$49). OMA trips originate/terminate MCK
					1445-1520	x6	2015-2050	x6	
					1435-1543	x6	1300-1422	x6	
Mesa #2	MCI	1	6	1900	0555-0630	x7	0655-0740	x67	MCI service one-stop via EAR. Proposal includes nonstops EAR to MCI and OMA plus BFF to DEN and OMA.
					1720-1755	x6	2024-2109	x6	
					0750-0935	x67	1515-1610	x6	
Mesa #1	OMA	2	12	1900	0555-0630	x7	0655-0740	x67	Adds LBF and MCK service.
					1720-1755	x6	2024-2109	x6	
					0750-0935	x67	1515-1610	x6	
Mesaba	MSP	2	14	SAAB 340	0730-0940		1340-1540		NW codeshare
					1605-1805		2050-2300		

Hall County Airport Authority

May 16, 2006

Resolution 06-30

Essential Air Service (EAS) Agreement

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

1. **Big Sky Transportation Co., d/b/a Big Sky Airlines**
EAS proposal Number 8
Kansas City / Denver
Aircraft – Beech 1900

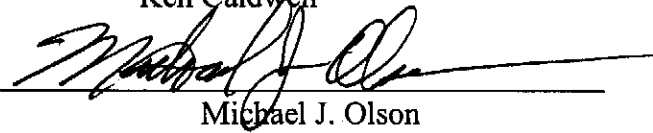
2. **Big Sky Transportation Co., d/b/a Big Sky Airlines**
EAS proposal Number 10
Minneapolis / Denver
Aircraft – Beech 1900

Chairman: _____



Ken Caldwell

Executive Director: _____



Michael J. Olson

ORIGINAL

Hall County Airport Authority

May 16, 2006

Resolution 06-31

Invitation for Community Support

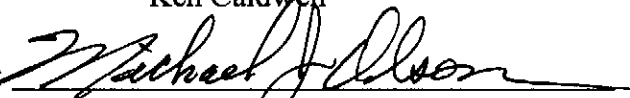
AUTHORITY ACTION TAKEN: Resolved that the Hall County Airport Authority invites the Hall County Board of Supervisors and the City of Grand Island to join with the Authority in sending a joint letter of recommendation to the Department of Transportation (DOT).

Chairman:



Ken Caldwell

Executive Director:



Michael J. Olson

ORIGINAL

EAS PROPOSAL RECOMMENDATION

To:

Hall County Airport Authority Board

From:

Mike Olson, AAE
Executive Airport Director
Central Nebraska Regional Airport

My Recommendation

Over the past 5 months, we have been on a long hard-fought journey to improve air service for the 2006-2008 Essential Air Service contract. With the EAS program hanging in the balance, I cannot stress enough how we need to make the right decision today to protect the longevity of our air service tomorrow. That is what this is all about. When I make my final recommendation, I will ask myself this very question. Our goal is at some point and time to wean ourselves off of the EAS program.

Today, I will be making my recommendation based on 2 criteria: Public Input and by the numbers.

In looking at the public input received since last week, it is clear that the general consensus was/is, "Let's go East" as was portrayed in Friday's Independent news article. As a result of last Thursday night's public meeting, I have the following numbers:

Testimonials (13 people spoke)

East	6
Dual Hub	3
West	1
Uncommitted	2

Surveys (29 surveys completed and turned in)

MSP	14
DEN	7
MCI	7
OMA	0
Uncommitted	1

Emails (12 received)

MSP	4
DEN	2
MCI	2
OMA	1
Uncommitted	3

Phone Calls (4 received)

MSP	0
DEN	3
MCI	0
OMA	0
Both Directions	1

By the numbers:

In my evaluation of the proposals to the east, I think we can safely assume that the Mesaba proposal is too expensive for the DOT to consider.

The Mesa proposals are to Omaha we would be sharing seats with other communities. There has been very little if any support to go to Omaha

With the majority of the community wanting service to the east, I have eliminated those proposals that have 2 or more non-stops to DEN.

That leaves us with 3 viable proposals; Great Lakes #11. Big Sky #10 and Big Sky #8

The public is very supportive of MSP service (Big Sky #10) as you can see from the results above. However, considering the “dual hub” status and the cost of this proposal, it is not likely the DOT will consider this proposal.

Great Lakes #11 has proposed dual hub status with McCook and us. Flights going to MCI originate in McCook and flights going to DEN make a stop in McCook. We will be sharing all of our seats with McCook.

Big Sky #8 has proposed dual hub service to MCI and DEN. This proposal cost is below the baseline as I explained at Thursday night’s meeting.

My final recommendation:

Considering the public input and the numbers from the proposals, I recommend Big Sky proposal #8 as the service the Hall County Central Nebraska Regional Airport Authority should recommend to the Department of Transportation for the 2006-2008 Essential Air Service contract. I made my recommendation based on the following criteria:

- 1). Cost. The cost is below the baseline proposal of \$1,390,707 for dual hub status.
- 2). Public Input. Fulfills the need to capture eastbound traffic.
- 3). Projected passengers. Big Sky #8 is estimating a total of 15,000 passengers annually. By comparison, Great Lakes #11 is projecting 7,000 passengers for a similar service. Clearly, this proposal (Big Sky #8) will help us in offering service to the east and will help us get to less reliance on the EAS much quicker. Also noteworthy is the fact that Big Sky Airlines wants to partner with our community and be a part of our success as was evident last week when they came to visit us.

Since we have seen a great interest in service to MSP from the community, I would recommend we work with Big Sky (if they are the successful bidders) to get service to MSP.

I would also recommend we have Big Sky proposal #10 as our second priority.

R E S O L U T I O N 2006-172

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

WHEREAS, the Department of Transportation is presently accepting recommendations until May 25, 2006, to award a two-year contract for Essential Air Service; and

WHEREAS, on May 16, 2006, the Hall County Airport Authority Board approved a resolution authorizing a recommendation to the Department of Transportation to allow Big Sky Airlines of Billings, Montana to provide five (5) weekly round trip nonstop flights to Denver and thirteen (13) weekly round trip nonstop flights to Kansas City, Missouri; and

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

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

WHEREAS, the Big Sky Airlines of Billings, Montana offers the best proposal with the goal of reaching self sufficiency in a more timely manner from EAS; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor and City Council of the City of Grand Island hereby pledge their full support, endorsement, and cooperation with the efforts of the Hall County Airport Authority in submitting a recommendation to the Department of Transportation seeking Essential Air Service improvement funding to allow Big Sky Airlines of Billings, Montana to provide five (5) weekly round trip nonstop flights to Denver and thirteen (13) weekly roundtrip nonstop flights to Kansas City, Missouri.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item J1

Approving Payment of Claims for the Period of May 10, 2006 through May 23, 2006

The Claims for the period of May 10, 2006 through May 23, 2006 for a total amount of \$2,922,205.63. A MOTION is in order.

Staff Contact: RaNae Edwards