
City of Grand Island



Tuesday, December 02, 2008

Council Session Packet

City Council:

Tom Brown
Larry Carney
John Gericke
Peg Gilbert
Joyce Haase
Robert Meyer
Mitchell Nickerson
Bob Niemann
Kirk Ramsey
Jose Zapata

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

7:00:00 PM
Council Chambers - City Hall
100 East First Street

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

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, December 02, 2008

Council Session

Item C1

Recognition of Danny Quick, Power Plant Maintenance Mechanic for the Utilities Department for 20 Years of Service with the City

The Mayor and City Council will recognize Danny Quick, Power Plant Maintenance Mechanic with the Utilities Department for 20 Years of Service with the City. Mr. Quick was hired on November 14, 1988 as a Materials Handler and was promoted to Power Plant Maintenance Mechanic on February 5, 1996. We Congratulate Mr. Quick for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Hornady

Twenty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

DANNY QUICK

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



City of
GRAND

ISLAND

Danny F. McNamee
Department Director

Margaret Hornsby
Mayor

11-03-08
Date

10-24-08
Date



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item -1

Approving Minutes of November 18, 2008 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 18, 2008

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 November 18, 2008. Notice of the meeting was given in *The Grand Island Independent* on November 12, 2008.

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

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

MAYOR COMMUNICATION: Mayor Hornady introduced John Henderson, newly hired Waste Water Treatment Superintendent. Mr. Henderson introduced his wife Sylvia. Mayor Hornady introduced Community Youth Council members Zach Stauffer and Sam Schneider. Also mentioned was the CYC Pencil Project. Mayor Hornady wished everyone a Happy Thanksgiving.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "American Education Week" November 16-22, 2008. Mayor Hornady proclaimed the week of November 16-22, 2008 as "American Education Week". Katie Ramsey representing the Grand Island Education Association was present to receive the proclamation.

Proclamation "Employer Support for the Guard and Reserves". Mayor Hornady proclaimed support for the Guard and Reserves. Joe Cook was present to receive the proclamation.

ADJOURN TO BOARD OF EQUALIZATION: Motion by Nickerson, second by Zapata, carried unanimously to adjourn to the Board of Equalization.

#2008-BE-7 - Consideration of Benefits for Sanitary Sewer District No. 523; Lots 1-8 & Lots 22-31 of Westwood Park 2nd Subdivision and Sanitary Sewer District 525; Lot 8 & 9 of Westwood Park Subdivision. Steve Riehle, Public Works Director reported work had been completed on Sanitary Sewer District's No. 523 and No. 525 for a total amount of \$326,428.95 and that the City Council in its' capacity as the Board of Equalization was required to determine those benefits.

Motion by Meyer, second by Ramsey to approve Resolution #2008-BE-7. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Nickerson, second by Zapata carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on Request from Mick Brown for Conditional Use Permit for Temporary Parking Lot Located at 4811 Gold Core Drive. Craig Lewis, Building Department Director reported that Mick

Brown had applied for a Conditional Use Permit for a temporary parking lot at 4811 Gold Core Drive. It was recommended council approve the conditional use permit for one year with the following conditions: 1) a landscape buffer of 50' along the west boundary adjacent to Gold Core Drive needs to be provided to comply with the setback and landscape requirements of the City Code; and 2) the responsibility of controlling any dust created from the temporary parking lot needs to be addressed by the applicant during any dry months throughout the duration of the use. No public testimony was heard.

Public Hearing on Redevelopment Plan for the CRA Area #2 for Property Located at 2623, 2707 and 2709 South Locust Street. Chad Nabity, Regional Planning Director reported that South Pointe Development LLC had submitted proposed amendment to the redevelopment plan that would provide for the construction of an 80+ room hotel at 2709 South Locust Street. Requested was the use of TIF financing through the CRA. No public testimony was heard.

ORDINANCES:

#9198 – Consideration of Annexation Property Located at 908 East Capital Avenue (Final Reading)

Chad Nabity, Regional Planning Director reported this was the final reading to annex property located in the S1/2 of the SW1/4 of Section 3-11-09 at 908 East Capital Avenue for the purpose of hooking up to city sewer services.

Motion by Gericke, second by Brown to approve Ordinance #9198 on final reading. Upon roll call vote, all voted aye. Motion adopted.

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

#9199 – Consideration of Assessments for Sanitary Sewer District No. 523; Lots 1-8 & Lots 22-31 of Westwood Park 2nd Subdivision and Sanitary Sewer District No. 525; Lot 8 & 9 of Westwood Park Subdivision

#9200 – Consideration of Amendments to Chapter 5 of the Grand Island City Code Relative to Animals (This item was pulled from the agenda.)

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

Ordinance #9199 related to the aforementioned Board of Equalization hearing.

Motion by Meyer, second by Nickerson to approve Ordinance #9199.

City Clerk: Ordinance #9199 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9199 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9199 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent agenda item G5 was pulled from the agenda. Motion by Zapata, second by Haase to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of November 4, 2008 City Council Regular Meeting.

#2008-319 – Approving Final Plat and Subdivision Agreement for Aguilar Subdivision. It was noted that Grand Island Area Habitat Area for Humanity, Inc., owner had submitted the Final Plat and Subdivision Agreement for Aguilar Subdivision located north of 6th Street and east of Beal Street for the purpose of creating 3 lots.

#2008-320 – Approving Final Plat and Subdivision Agreement for Memorial Place Subdivision. It was noted that Tim C. Plat, owner had submitted the Final Plat and Subdivision Agreement for Memorial Place Subdivision located south of Memorial Drive and east of Vine Street approximately 1.255 acres for the purpose of creating 3 lots.

#2008-321 – Approving Amendment to the Agreement with Aquaterra Environmental Solutions, Inc. for Major Permit Modifications at the Solid Waste Landfill for an Increase of \$18,200.00 and a Revised Contract Amount of \$57,936.00.

#2008-322 – Approving Change Order No. 1 for Street Improvement Project No. 2008-P-4; Concrete Pavement Repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$18,875.64 and a Revised Contract of \$172,495.64. (This item was pulled from the Agenda at the request of the Public Works Department.)

#2008-323 – Approving Change Order No. 1 for Water Main District 453T, Sanitary Sewer District 522T and Sanitary Sewer Lift Station #22 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$1,617.48 and a Revised Contract of \$318,003.32.

#2008-324 – Approving Rescission of Resolution #2008-207; No Parking Zone on the West Side of Greenwich Street from Second Street to the Alley One Half Block North.

#2008-325 – Approving Certificate of Final Completion for the Purchase of Furnishing for Building Six (6) Expansion at the Wastewater Treatment Plant with Eakes Office Plus of Grand Island, Nebraska.

#2008-326 – Approving Certificate of Final Completion for the Furnishing of WAS Holding Tank Diffusers Project 2008-WWTP-1 at the Wastewater Treatment Plant.

#2008-327 – Approving Certificate of Final Completion for the Installation of WAS Holding Tank Diffusers Project 2008-WWTP-2 at the Wastewater Treatment Plant.

#2008-328 – Approving Contract for Natural Gas Supply to Burdick Station with Seminole Energy Services of Denver, Colorado.

#2008-329 – Approving Bid Award for Coal Pulverizer Separator Tops and Classifier Assemblies at Platte Generating Station with Southwestern Pulverizer Performance Company of Ft. Collins, Colorado in an amount of \$123,400.00.

#2008-330 – Approving Redevelopment Plan for the CRA Area #2 for Property Located at 2623, 2707 and 2709 South Locust Street.

#2008-331 – Approving Community Video Tour Book Agreement with CGI Communications, Inc. of Rochester, New York at No Cost to the City.

REQUESTS AND REFERRALS:

Consideration of Request from Mick Brown for Conditional Use Permit for a Temporary Parking Lot Located at 4811 Gold Core Drive. This item related to the aforementioned Public Hearing.

Motion by Meyer, second by Haase to approve the request from Mick Brown for a Conditional Use Permit at 4811 Gold Core Drive with the following conditions: 1) a landscape buffer of 50' along the west boundary adjacent to Gold Core Drive needs to be provided to comply with the setback and landscape requirements of the City Code; and 2) the responsibility of controlling any dust created from the temporary parking lot needs to be addressed by the applicant during any dry months throughout the duration of the use. Upon roll call vote, all voted aye. Motion adopted.

Approving Appointment of Troy Hughes as Fire Chief. Mayor Hornady submitted the name of Troy Hughes as Fire Chief and recommended Council's approval.

Motion by Meyer, second by Haase to approve Troy Hughes as Fire Chief. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Brown, second by Haase to approve the Claims for the period of November 5, 2008 through November 18, 2008, for a total amount of \$3,537,795.54. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:30 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item -2

Acceptance of Election Certificate

State law requires the governing body to formally accept the certificate of election issued by the Hall County Election Commissioner for the November 4, 2008 City Council General Election. An election certificate containing the vote totals and results is attached. A MOTION to accept the election certificate is in order.

Staff Contact: RaNae Edwards

Hall County Election Commissioner

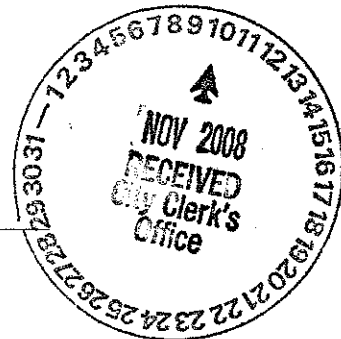
Dale M. Baker

November 8, 2008

I, the undersigned being the Election Commissioner of Hall County Nebraska, do here by certify the following is a true and complete extract of the abstract of the votes cast at the election held November 4, 2008, in this County, as canvassed by the canvassing board of this County, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge such ballots, including absentee, have been voted, counted and canvassed in the manner provided by law



Dale M. Baker
Dale M. Baker



**Grand Island City Council
Vote for one**

Votes Cast

Ward 1

Robert J. Niemann
Raymond G. Fye

2,380
953

Ward 2

Scott A. Dugan
Tom Brown

1,677
1,559

Ward 3

Kirk Ramsey

1,662

Ward 4

Larry Carney
Fred D. Whitesides

1,342
576

Ward Five

Chuck Haase
David E. Ziola

1,503
1,396

City of Grand Island Fluoride Ordinance

YES
NO

8,711
7,128



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item -3

Comments by Outgoing Officials

This is an opportunity for comments by the outgoing elected Officials.

Staff Contact:



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item -4

Recess

The meeting will be recessed momentarily to prepare for the transition to the new governing body. The newly elected officials will remain seated in the audience until such time as they are called forward for the Oath of Office which will be administered by the City Clerk at the podium.

Staff Contact:



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item -5

Administration of Oath to Newly Elected Councilmember's

City Clerk RaNae Edwards will administer the Oath of Office to newly Elected Councilmember's Scott Dugan - Ward 2 and Chuck Haase - Ward 5 and the three returning Councilmember's Bob Niemann - Ward 1, Kirk Ramsey - Ward 3, and Larry Carney - Ward 4.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item -6

Seating of Newly Elected Councilmember's Followed by Roll Call

Following the administration of the Oath of Office to Councilmember's Bob Niemann, Scott Dugan, Kirk Ramsey, Larry Carney, and Chuck Haase, seating will take place at the City Council table.

Staff Contact:



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item -7

Comments by Newly Elected Officials

At this time, comments will be made by the newly elected Officials.

Staff Contact:



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item -8

Election of City Council President

The City Council is required to elect one Councilmember to the office of Council President. The term is for a one-year period. The Council President automatically assumes the duties of the Mayor in the event that the Mayor is absent or otherwise unable to fulfill his/her duties. Nebraska law allows the election of the Council President to be by secret ballot. The total number of votes for each candidate; however, must be stated and recorded in the Minutes. Past practice has included a run-off election between the top two nominees, if necessary. The City Clerk will prepare, distribute, and count ballots. Nominations to fill the vacancy are in order. A second is not required on nominations.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item E1

Public Hearing on Request from Bosselman, Inc. dba Pump & Pantry #42, 1235 Allen Drive for a Class “B” Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 2, 2008

Subject: Public Hearing on Request from Bosselman, Inc. dba Pump & Pantry #42, 1235 Allen Drive for a Class “B” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

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

Discussion

Bosselman, Inc. dba Pump & Pantry #42, 1235 Allen Drive has submitted an application for a Class “B” Liquor License. A Class “B” Liquor License allows for the sale of beer off sale only inside the corporate limits of the city.

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

Also included with the application was a request from Susan McAfee, 1863 7th Avenue, Dannebrog, Nebraska for a Liquor Manager designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application of Bosselman, Inc. dba Pump & Pantry #42, 1235 Allen Drive for a Class "B" Liquor License contingent upon final inspections and the request from Susan McAfee, 1863 7th Avenue, Dannebrog, Nebraska for a Liquor Manager designation, contingent upon Ms. McAfee completing a state approved alcohol server/seller training program.

INTEROFFICE
MEMORANDUM
Police Department



*Working Together for a
Better Tomorrow. Today.*

DATE: November 20, 2008

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Application for a Liquor License for Pump and Pantry 42
and a Liquor Manager Designation in the name of Susan McAfee
for Pump and Pantry 42, 1235 Allen Drive, Grand Island, NE

The Grand Island Police Department has received the application for a Liquor License and the Liquor Manager Designation in the name of Susan McAfee for Pump and Pantry #42, 1235 Allen Drive, Grand Island, Nebraska.

The following people are listed on the liquor license application: Charles "Chuck" Bosselman, Janet Bosselman, Fred Bosselman, Deanna Bosselman, Charles "Charlie" Bosselman, and Laura Bosselman.

In the spot on the application that asks if anyone has ever been convicted of any charge, Fred Bosselman is the only person who lists any convictions. Fred advised that he was convicted of a DUI in 1992. NCJIS also shows that Fred was convicted of a speeding violation in 2001. Chuck Bosselman did not have any violations. Janet Bosselman had speeding convictions in 1998 and 2001. Deanna Bosselman had a speeding conviction in 2007. Laura Bosselman didn't have any violations. Charlie Bosselman had a DUI conviction in 1983.

On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge? Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance, or resolution."

The Bosselman's failure to disclose their traffic convictions technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The traffic convictions would fall under state or local ordinance. Either way, the convictions are either an infraction or a misdemeanor that does not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically nullify the liquor license.

On the liquor manager application, Susan McAfee disclosed four speeding violations. Her husband signed a "Spousal Affidavit of Non-Participation Insert." Susan did not have any undisclosed violations.

The Grand Island Police Department has no objection to the issuance of a liquor license at the new Pump and Pantry on Allen Drive or to Susan McAfee being the liquor manager.

Dave Vitera



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item E2

**Public Hearing Concerning Acquisition of Utility Easement - 1203
Allen Drive - Eagle Run Shopping Center - Grand Island Venue,
LLC**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: December 2, 2008

Subject: Acquisition of Utility Easement – 1203 Allen Drive – Eagle Run Shopping Center – Grand Island Venue, LLC

Item #'s: E-2 & G-10

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Grand Island Venue, LLC, located at 1203 Allen Drive – Eagle Run Shopping Center, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The property was the Albertsons Grocery Store. It is being divided for multiple use.

Discussion

This easement will be used to add primary underground cable and conduit to a new pad-mounted transformer. The new system will provide electricity to the south end of the building. The existing service will continue to serve the north end.

Alternatives

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

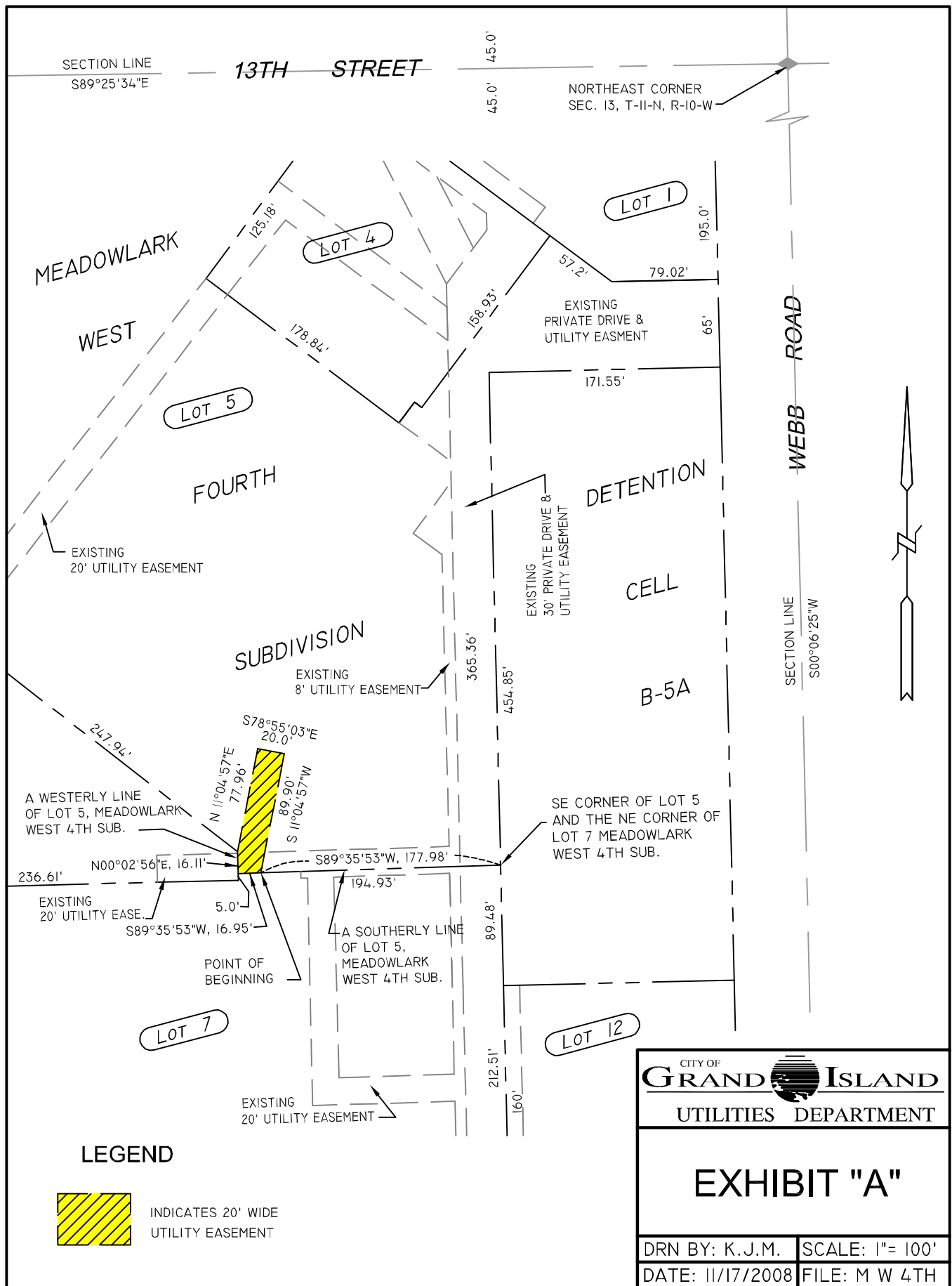
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, December 02, 2008

Council Session

Item F1

#9200 - Consideration of Amendments to Chapter 5 of the Grand Island City Code Relative to Animals

Staff Contact: Wes Nespor

Council Agenda Memo

From: Wesley D. Nespor, Legal Department

Meeting: December 2, 2008

Subject: Amendments to Chapter 5 of the City Code

Item #'s: F-1

Presenter(s): Dale Shotkoski, City Attorney or Wesley D. Nespor, Attorney

Background

The City Council adopted a goal to comprehensively review and update the City Code. These proposed revisions are part of that process. The Animal Advisory Board will have a meeting in January to discuss other areas of the Animal Code and further revisions may be recommended at that time. The changes proposed in this Ordinance are primarily in response to recent changes in Nebraska statutes.

Discussion

The changes to Chapter 5 update definitions to coincide with changes to Nebraska Revised Statutes under Legislative Bill 1055. The most significant changes relate to the standards for determining if an animal is potentially dangerous or dangerous and the impoundment and disposition of such animals is clarified. On October 30, 2008, the Animal Advisory Board met and approved the proposed changes and recommends the same to City Council.

Alternatives

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

1. Move to approve
2. Take no action
3. Postpone the issue to future date

Recommendation

City Administration recommends that the Council approve the amendments to Chapter 5 of the City Code.

Sample Motion

Move to approve the Ordinance amending Chapter 5 of the City Code.

ORDINANCE NO. 9200

An ordinance to amend Grand Island City Code Chapter 5 Sections 5-1 through 5-47 regarding definitions, humane treatment, animal control, dangerous animals, and potentially dangerous animals to harmonize it with State Statutes; to repeal sections 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 5-1 through 5-47 of the Grand Island City Code are amended to read as follows:

CHAPTER 5 ANIMALS Article I. General

§5-1. Definitions

As used in this chapter, the following terms mean:

Abandon. Means to leave any animal in one's care, whether as owner or custodian, for any length of time without making effective provision for its food, water, or other care as is reasonably necessary for the animal's health;

Animal. Any live, vertebrate creature other than human beings.

Animal Control Officer. Means any member of the Nebraska State Patrol, any county or deputy sheriff, any member of the police force of any city or village, Health Department employee, employee of the Animal Control Authority, or any other public official authorized by the City to enforce state or local animal control laws, rules, regulations, or ordinances.

Animal Control Authority. Shall mean an entity authorized to enforce the animal control laws of the City designated by the City Council.

Animal Shelter. Any facility operated by the City or the Animal Control Authority for the purpose of impounding or caring for animals held under the authority of this chapter.

Auctions. Any place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this ordinance. This section does not apply to individual sales of animals by owners.

Birds. Any feathered vertebrate, including pigeons, but excluding poultry.

Bite. Any seizure with the teeth by an animal.

Circus. A commercial variety show featuring animal acts for public entertainment.

Commercial Animal Establishment. Any pet shop, grooming shop, auction, riding school or stable, circus, performing animal exhibition, or kennel (this term shall not include a veterinary hospital or veterinary clinic).

Cruelly mistreat. Means to knowingly and intentionally kill, maim, disfigure, torture, beat, mutilate, burn, scald, or otherwise inflict harm upon any animal;

Cruelly neglect. Means to fail to provide any animal in one's care, whether as owner or custodian, with food, water, or other care as is reasonably necessary for the animal's health;

Formatted: Font: (Default) Times
New Roman, Not Bold

Formatted: Font: (Default) Times
New Roman, Not Bold, Italic,
Underline

Formatted: Font: (Default) Times
New Roman, Not Bold

Formatted: Font: (Default) Times
New Roman, Not Bold

Deleted: contracting agency

ORDINANCE NO. 9200 (Cont.)

Dangerous Animal. Means an animal that (i) has killed a human being; (ii) has inflicted injury on a human being that requires medical treatment; (iii) has killed a domestic animal without provocation; or (iv) has been previously determined to be a potentially dangerous animal by an animal control authority or animal control officer, the owner has received notice of such determination, and the animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals. An animal shall not be defined as a dangerous animal hereunder if the individual was tormenting, abusing, or assaulting the animal at the time of the injury or has, in the past, been observed or reported to have tormented, abused, or assaulted the animal. An animal shall not be defined as a dangerous animal if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass, was committing any other tort upon the property of the owner of the animal, was tormenting, abusing, or assaulting the animal, or has, in the past, been observed or reported to have tormented, abused, or assaulted the animal, or was committing or attempting to commit a crime;

Domestic animal. Shall mean a cat, a dog, or livestock. **Enclosure.** Any tract of land intended to restrain or contain an animal by means of a building, fence, or any other means.

Fowl. Any poultry, other than pigeons.

Grooming Shop. A commercial establishment where animals are bathed, clipped, plucked, or otherwise groomed.

Health Department. Means the Central District Health Department or any agency with which the City contracts to enforce the provisions of Chapter 5 - Animals of the Grand Island City Code related to public health and welfare.

Humane killing. Means the destruction of an animal by a method which causes the animal a minimum of pain and suffering;

Kennel. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

Livestock. Any hoofed animal commonly associated with domestic agricultural purposes, including but not limited to: horses, mules, donkeys, cows, sheep, goats, llamas, hogs.

Medical treatment. Means treatment administered by a physician or other licensed health care professional.

Mutilation. Means intentionally causing permanent injury, disfigurement, degradation of function, incapacitation, or imperfection to an animal. Mutilation does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices;

Owner. Any person, partnership, or corporation owning, keeping, harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more or has exercised control or custody of the animal.

Performing Animal Exhibition. Any spectacle, display, act, or event other than circuses in which performing animals are used.

Pet. Any animal kept for pleasure rather than utility.

Pet Shop. Any person, partnership, or corporation, whether operated separately or in connection with another business except for a licensed kennel, that buys, sells, or boards any species of animal.

Potentially Dangerous Animal. Means (a) any animal that when unprovoked (i) inflicts an injury on a human being that does not require medical treatment, (ii) injures a domestic animal, or (iii) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or (b) any specific animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

Repeated beating. Means intentional successive strikes to an animal by a person resulting in serious bodily injury or death to the animal;

Restraint. Any animal secured by a leash or lead, or under the control of a responsible person and obedient to that person's commands, or within the real property limits of its owner.

Residence. The structure used as a domicile by a person or a family.

Riding School or Stable. Any place which has available for hire, boarding and/or riding instruction, any horse, pony, donkey, mule, or burro.

Running at Large. Running at large shall mean any dog or other animal off the premises of the owner and not under the immediate control of a person physically capable of restraining the animal by

Deleted: Any animal that, according to the records of the Central Nebraska Humane Society: (a) has killed or inflicted severe injury on a human being on public or private property; (b) has killed a domestic animal without provocation while the animal was off the owner's property; or (c) has been previously determined to be a pota [11]

Formatted [2]

Formatted [3]

Formatted [4]

Formatted [5]

Formatted [6]

Formatted [7]

Formatted [8]

Formatted [9]

Formatted [10]

Formatted [11]

Formatted [12]

Formatted [13]

Formatted [14]

Formatted [15]

Formatted [16]

Formatted [17]

Formatted [18]

Formatted [19]

Formatted [20]

Formatted [21]

Formatted [22]

Formatted [23]

Formatted [24]

Formatted [25]

Formatted [26]

Formatted [27]

Formatted [28]

Deleted: ✖

Deleted: A

Deleted: Humane Society. The [29]

Formatted [30]

Formatted [31]

Formatted [32]

Formatted [33]

Formatted: Font: Not Bold

Formatted: Indent: First line: 0.5"

Deleted: (a) Any animal that w [34]

ORDINANCE NO. 9200 (Cont.)

holding a leash, cord, chain, wire, rope, cage or other suitable means of physical restraint or if the animal is out of doors on the premises of the owner, the animal shall be in an adequately fenced in area or securely fastened to a leash or chain to prevent the animal from leaving the owner's premises.

Scratch. Any scraping with the claws by an animal which causes an abrasion, puncture or wound of the skin.

Serious injury or illness. Includes any injury or illness to any animal which creates a substantial risk of death or which causes broken bones, prolonged impairment of health, or prolonged loss or impairment of the function of any bodily organ

Shelter. Any structure with a roof and walls designed and/or intended to house one or more animals.

Torture. Means intentionally subjecting an animal to extreme pain, suffering, or agony. Torture does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

Veterinary Hospital or Veterinary Clinic. Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseased and injured animals.

Wild Animal. Any live animal normally found living in a state of nature and not normally subjected to domestication, including but not limited to: monkeys, raccoons, skunks, snakes, and lions, but excluding birds.

§5-2. Animal Advisory Board; Establishment

There is hereby established the Animal Advisory Board of the City of Grand Island, whose duty it shall be to advise the mayor and city council on all matters relating to this chapter. The board shall be composed of seven members: four members appointed by the mayor subject to confirmation by the city council; and the chief of police or his/her designee, the director of the **Animal Control Authority** or his/her designee, and the director of the department of health or his/her designee. Appointed members shall serve without compensation. The Animal Advisory Board shall meet during the first week of January and the first week of July of each year and/or such other occasions as may be established by said board. Attendance by any four or more members shall constitute a quorum.

§5-3. Composition and Term

Said advisory board shall be composed of one veterinarian and three representatives from the community at large. The chief of police or his/her designee, the director of the **Animal Control Authority** or his/her designee, and the director of the department of health or his/her designee shall serve as ex officio members. The original appointees to the Animal Advisory Board shall serve terms as follows: One for one year, one for two years, and one for three years. Thereafter, all appointments shall be for three year terms, provided, any appointment to fill a vacancy shall only be for the unexpired portion of the term of the member being replaced. The mayor may remove any appointed member without cause.

§5-4. Enforcement; Jurisdiction; Agencies; Duties

(A) This chapter shall be enforced only within the corporate limits of the City of Grand Island.

(B) The Code provisions of this chapter shall be enforced by the agency with which the City contracts to enforce said provisions and the Police Department. All employees of said **Animal Control Authority** shall be designated **animal control** officers for the purposes of this chapter.

(C) The Health Department shall assist in enforcement of code provisions relating to public health, safety and welfare.

(D) This Chapter shall not apply to:

(1) Care or treatment of an animal by a veterinarian licensed under the Nebraska Veterinary Practice Act until December 1, 2008, and the Veterinary Medicine and Surgery Practice Act on and after December 1, 2008;

(2) Commonly accepted care or treatment of a police animal by a law enforcement officer in the normal course of his or her duties;

(3) Research activity carried on by any research facility currently meeting the standards of the federal Animal Welfare Act, 7 U.S.C. 2131 et seq., as such act existed on January 1, 2003;

(4) Commonly accepted practices of hunting, fishing, or trapping;

(5) Commonly accepted practices occurring in conjunction with rodeos, animal racing, or pulling contests;

Deleted: Severe Injury. Any physical injury to a person that results in disfiguring lacerations requiring multiple sutures or cosmetic surgery, or one or more broken bones, or that creates a potential danger to the life or health of a victim.

Deleted: humane society

Deleted: humane society

Deleted: contracting agency

Deleted: humane society

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Indent: First line: 0.5"

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Font: (Default) Times New Roman, Not Bold

ORDINANCE NO. 9200 (Cont.)

(6) Humane killing of an animal by the owner or by his or her agent or a veterinarian upon the owner's request;

Formatted: Font: (Default) Times New Roman, Not Bold

(7) Commonly accepted practices of animal husbandry with respect to farm animals and commercial livestock operations, including their transport from one location to another and nonnegligent actions taken by personnel or agents of the Nebraska Department of Agriculture or the United States Department of Agriculture in the performance of duties prescribed by law;

Formatted: Font: (Default) Times New Roman, Not Bold

(8) Use of reasonable force against an animal, other than a police animal, which is working, including killing, capture, or restraint, if the animal is outside the owned or rented property of its owner or custodian and is injuring or posing an immediate threat to any person or other animal;

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Font: (Default) Times New Roman, Not Bold

(9) Killing of house or garden pests;

Formatted: Indent: First line: 0.5"

(10) Commonly followed practices occurring in conjunction with the slaughter of animals for food or byproducts; and

Formatted: Font: (Default) Times New Roman, Not Bold

(11) Commonly accepted animal training practices.

Formatted: Font: (Default) Times New Roman, Not Bold

§5-5. Interference with Animal Control Officer

It shall be unlawful for any person to interfere with an animal control officer in the performance of his or her duties.

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Font: (Default) Times New Roman, Not Bold

Formatted: Font: Not Bold

Deleted: Humane Society

Deleted: humane society

Article II. Commercial Animal Establishments

§5-6. Commercial Animal Establishments

All provisions of this chapter relating to the care and control of animals shall apply to commercial animal establishments as to all animals not kept for sale or resale; and, as to all animals kept for sale or resale, all provisions shall apply except for the enclosure distance requirements set forth in §5-16 and §5-17; the limitations of the number of animals set forth in §5-18; the minimum area requirements set forth in §5-18; the prohibition of roosters as set forth in §5-41.1; and the registration of dogs and cats set forth in §5-12.

§5-7. Permits Required

No person, partnership, or corporation shall operate a commercial animal establishment within the City of Grand Island without first obtaining a commercial permit. Operation of a commercial animal establishment without a commercial animal establishment permit shall constitute a public nuisance, subject to abatement pursuant to §20-15 of the Grand Island City Code.

§5-8. Commercial Permits; Fee; Renewal

(A) A commercial permit fee as adopted by the Health Department and identified in the City of Grand Island Fee Schedule shall be paid to the Health Department for each commercial animal establishment within the City.

(B) Each permit shall be effective for one year, beginning on August 1 of each year and ending on July 31 of the following year.

(C) Renewal applications shall be made no sooner than thirty days prior to, nor later than thirty days after, the first day of August.

§5-9. Commercial Permits; Transfer

Permits may be transferred upon a change of ownership of a commercial animal establishment upon payment of a transfer fee as adopted by the Health Department and identified in the City of Grand Island Fee Schedule.

§5-10. Commercial Establishments; Inspections

It shall be a condition of the issuance of a permit for operating a commercial animal establishment that the City or the Health Department shall be permitted to inspect the premises and all animals thereon semi-annually. Refusal to allow an inspection by an authorized agent of the City or Health Department shall be a ground for revocation of said permit. All commercial animal establishments shall comply with the Minimum Standards of Sanitation, Care, and Adequate Housing to be promulgated and adopted by the Animal Advisory Board and approved by the Mayor and City Council. Copies of the Minimum Standards of Sanitation, Care, and Adequate Housing shall be on file with the City Clerk and the Animal Control Authority, and shall be available for public inspection.

Deleted: ,

Deleted: humane society

§5-11. Commercial Permits; Revocation

The city council may, after notice and hearing as provided by law, revoke or suspend any

ORDINANCE NO. 9200 (Cont.)

commercial permit for one or more of the following causes:

(A) Refusal by the commercial permit holder to allow the City or an animal control officer to inspect the premises or examine the animals thereon.

Deleted: the humane society

(B) The conviction of the commercial permit holder or any of his or her employees for the offense of cruelty to animals, whether or not said conviction is based upon the treatment of any animal on the premises of the commercial animal establishment.

(C) Three or more convictions of the commercial permit holder and/or any of his or her employees for violations of any provision of this chapter within any twelve month period where said violations are based upon the care and/or control of the animals on the premises of said establishment.

Article III. Animal Licenses

§5-12. Registration Fee; Amounts; Delinquent

(A) The owner of any dog or cat over the age of three months in the City of Grand Island shall pay an annual pet license fee for said dog or cat. Such fee shall be adopted by the governing body and identified in the City of Grand Island Fee Schedule.

The annual pet license as provided in this section shall be for the period of January 1 through December 31 of the licensing year. The pet license provided for by this section shall be secured by each new owner or new resident within thirty days of establishing residency in the City or after acquiring said animal, notwithstanding the fact that the dog or cat may have been registered within the annual period by a previous owner or that the dog or cat had been registered with another authority other than the City of Grand Island.

(B) The fee required in (A) above shall become due on January 1 of the licensing year and shall become delinquent on February 1 of each year. The owner of any dog or cat in the City of Grand Island registering the same after said fee has become delinquent shall pay a surcharge in accordance with the fees adopted by the governing body identified in the City of Grand Island Fee Schedule.

(C) No dog or cat shall be registered and licensed unless and until the owner shall display a certificate of a licensed veterinarian showing that such dog or cat has been vaccinated for rabies.

(D) The owner of any dog or cat that has been declared "potentially dangerous" or "dangerous" shall pay, in addition to the pet license above, an annual kennel inspection fee. Such fee shall become due at the time of the declaration, and then shall be paid annually thereafter with the annual fee becoming due on January 1 of the year following the declaration, and shall become delinquent on February 1 of said year. The kennel inspection fee shall be adopted by the governing body and identified in the City of Grand Island Fee Schedule.

Amended by Ordinance No. 9142, effective 11-28-2007

§5-13. Pet Tag; Issuance

Formatted: Left

(A) Upon the payment of the pet license fee required by §5-12, the owner shall be issued a metal tag for each dog or cat registered, which tag shall be marked and numbered with the year for which the tag is purchased and fee paid, and the number corresponding with the number of the dog or cat on the fee list. The pet tag must be attached to a collar or a harness and must be worn by each dog or cat at all times.

(B) Each dog or cat registered must be listed and numbered by the treasurer.

(C) If a pet license tag is lost, a replacement tag must be issued upon payment of a fee as adopted and identified in the City of Grand Island Fee Schedule.

Deleted: by the humane society board

Article IV. Animal Care

§5-14. Shelter Required

No owner shall fail to provide his or her pets with shelter of sufficient size to allow each pet to lie down, and of sufficient construction to shield the pets from the wind, sun, and from precipitation.

§5-15. Enclosure Required

No owner shall fail to confine his or her animals within an enclosure of sufficient size and design to prevent the animal from escaping or to restrain said animal by a rope, chain, or stake in such a manner as to prevent such animal from going onto any public property or onto the property of another.

§5-16. Enclosures; Requirements

(A) All enclosures and restraints required by §5-15 which are used to confine horses, mules,

ORDINANCE NO. 9200 (Cont.)

donkeys, cows, sheep, goats or llamas shall be no less than 150 feet from any residence other than the residence of the owner of said enclosure unless a waiver or variance is obtained as provided in subsection (C) below.

(B) All enclosures and restraints required by §5-15 which are used to confine rabbits, birds, chickens shall be at least fifteen (15) feet from any privately-owned property abutting the owner's property.

(C) The owner of any animal affected by subsection (A) may keep or maintain an enclosure within the prohibited distance by either obtaining a waiver from all property owners within the prohibited distance stating that said property owners do not object to the keeping of animals within the prohibited distance, and filing the same with the ~~City Clerk~~, or obtaining a variance from the city council; provided, that no variance shall be granted by the city council for a distance less than 75 feet. The council shall consider the following factors in determining whether or not to issue a variance:

Deleted: humane society

(1) That the variance, if allowed, is in harmony with the general purpose and interest of this animal ordinance;

(2) That there are practical difficulties or practical hardships in the way of carrying out the strict letter of this animal ordinance;

(3) For the purpose of supplementing the above requirements, the council in making the determination whether there are practical difficulties or particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

(i) that the majority of the applicant's neighbors have presented no objection to the proposed variance;

(ii) that the variance, if granted, would not be a threat to the public health, safety, and welfare;

(iii) that the variance, if granted, would not materially reduce the marketability of surrounding real property.

(4) Upon the filing of a request for variance under this subsection, the city clerk shall cause notice of the time and place of the hearing for variance to be mailed to the head of all residences within one hundred fifty (150) feet of the enclosure for which the variance is sought.

§5-17. Enclosures; Registration Required

(A) The location of all enclosures with the distance requirements as set forth by §5-16 shall be registered with the ~~Animal Control Authority~~ within ten days of placing any animal upon an unregistered location. Said registration shall be non-reoccurring for each owner, but shall be nontransferable.

Deleted: humane society

(B) The location of all enclosures in existence prior to the effective date of this ordinance shall be registered with the ~~Animal Control Authority~~ within 90 days of the effective date of this ordinance.

Deleted: humane society

§5-18. Number of Animals; Limits

(A) No residential property shall have more than one of the following animals over weaning age per half acre of outdoor enclosure area where said animals are of the following livestock species:

(1) horses;

(2) mules;

(3) donkeys;

(4) cows;

(5) sheep;

(6) goats; and

(7) llamas;

(i.e. two acres of outside enclosure area may be occupied by two horses and two cows, not four horses and four cows).

(B) No person, except for commercial retail establishments that offer live fowl (including chickens) for retail sale and governmental and/or non-profit educational facilities, shall keep or maintain on his or her property any fowl (including chicken hens) in a number that exceeds four (4) per one acre with a minimum of land being one (1) acre (i.e., two acres may be occupied by eight (8) fowl).

(C) All properties which do not comply with subsection (A) or (B) shall either be brought into compliance by October 3, 2006 or shall obtain a conditional use permit as provided by §36-82 of this Code. The issuance of the conditional use permit shall be subject to the following conditions:

(1) A description of the species and numbers of animals to be kept on the premises

ORDINANCE NO. 9200 (Cont.)

during the term of the conditional use permit shall accompany this application.

(2) Written waivers approving the proposed conditional use permit shall be obtained from all persons residing within one hundred fifty (150.0) feet of the subject property and shall accompany the application.

(3) If the subject property shall be brought into compliance with Section (A) or (B) above for one hundred eighty (180) or more consecutive days, the conditional use permit shall terminate and shall not be renewed or reissued.

(D) No residential property shall have more than thirty (30) rabbits at any one time.

(E) No residential property shall have more than 64 birds over six months of age at any one time.

(F) For the purposes of this section, the number of animals permitted to be kept under subsection (A) shall be reduced by one if rabbits are also kept on said property, and also by one if birds or fowl are kept on said property.

(G) No residential property shall have more than four dogs and/or cats over three months of age.

(H) No residential property shall have more than four different species of animals sheltered and/or enclosed outside the residence.

Amended by Ordinance No. 9142, effective 11-28-2007

§5-19. Reserved

§5-20. Shelters and Enclosures; Sanitation

No owner shall fail to keep the shelters and enclosures on his or her property in a sanitary condition. As a minimum, owners shall not fail to:

(A) Remove or dispose of in a sanitary manner, the bedding, offal manure, and waste materials accumulating from livestock at least once every seven (7) days.

(B) Remove or dispose of in a sanitary manner, the bedding, offal manure, and waste materials accumulating from all other animals at least once daily.

(C) Clean and disinfect said shelters and enclosures so as to prevent the breeding of flies and insects and the emission of deleterious and offensive odors therefrom.

§5-21. Food, Water, Health Care; Owner's Duty

(A) No owner shall fail to provide food and water for his or her animals, or fail to seek veterinary care for any such animals that are sick or injured. Food and water container shall be of sufficient weight and design as to preclude readily tipping over and spilling the contents.

(B) No owner shall leave his or her pets without shelter in subzero degree or stormy weather.

§5-22. Cruelty to Animals Prohibited

(A) No person shall beat, cruelly mistreat, torment, tease, torture, cruelly neglect, or otherwise abuse any animal.

(B) No person shall cause, instigate, or permit any fight or other combat between animals, or between animals and humans.

§5-23. Abandonment of Animals Prohibited

No owner of an animal shall abandon such animal.

§5-24. Exposing Poison Prohibited

No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal; provided, that it shall not be unlawful for a person to expose common rat poison mixed only with vegetable substances on his or her own property.

§5-25. Accidents Involving Animals; Duties

No person who, as the operator of a motor vehicle, strikes an animal, shall fail to stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner, the police, or the animal control agency for the City.

§5-26. Ear Cropping, Dewclaw Removal, and Taildocking; Prohibition

No person, other than a licensed veterinarian, shall crop the ears, remove the dewclaws, or dock the tail of an animal.

§5-27. Restricted Sale of Chicks and Ducklings

Chickens or ducklings younger than eight weeks of age may not be sold in quantities of less than twenty-five to a single purchaser.

ORDINANCE NO. 9200 (Cont.)

§5-28. Animals as Prizes Prohibited

No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter, any contest, game, or other competition, or as an inducement to enter a place of amusement; or offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

§5-29. Performing Animal Exhibitions

(A) No performing animal exhibition or circus shall be permitted in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which will cause, or is likely to cause, physical injury or suffering.

(B) All equipment used on a performing animal shall fit properly and be in good working condition.

Article V. Rabies Control

§5-30. Rabies Vaccination

(A) No owner of a dog, cat or ferret over the age of three (3) months shall fail to cause the same to be vaccinated against rabies by a duly licensed veterinarian.

(B) No owner of a dog, cat, or ferret vaccinated as required by subsection (A) shall fail to have such dog, cat, or ferret revaccinated within ten days of the expiration date set forth for the original or any subsequent vaccination of said dog, cat, or ferret.

§5-31. Vaccination Certificate

Every veterinarian who vaccinates a dog, cat, or ferret for rabies shall provide the owner thereof with a certificate showing the date of such vaccination. A copy of each such certificate or a compilation thereof providing notification that a vaccination certificate has been issued shall be provided by each veterinary hospital or veterinary clinic to the City of Grand Island by the 10th of each month following the date of issuance.

Deleted: humane society

§5-32. Vaccination Certificate; Duty to Exhibit

The owner of a vaccinated dog, cat, or ferret shall exhibit the certificate of vaccination to any animal control officer upon demand.

Deleted: humane society

Article VI. Animal Control

§5-33. Stallions, Jacks, and Bulls

No owner of any stallion, jack, or bull shall indecently exhibit the same or permit any such animal to be bred to any mare, jenny, or cow, except where the same is not exposed to public view.

§5-34. Running at Large; Restraint Required

It shall be unlawful for any owner to suffer or permit any dog or other animal to run at large within the corporate limits of the City of Grand Island. "Running at Large" shall mean any dog or other animal off the premises of the owner and not under the immediate control of a person physically capable of restraining the animal by holding a leash, cord, chain, wire, rope, cage or other suitable means of physical restraint or if the animal is out of doors on the premises of the owner, the animal shall be in an adequate fenced in area or securely fastened to a leash or chain to prevent the animal from leaving the owner's premises. It shall be the duty of the city animal control officer or other appropriate city law enforcement officer to impound any dog found running at large within the City of Grand Island. Every dog found running at large in violation of this or any other section of the Grand Island City Code is declared to be a public nuisance and may be impounded.

§5-34.1. Animal Training and Shows

Animals may be off a leash when they are being trained for hunting or an animal show at a facility that is owned, leased or operated by a nationally recognized organization or a local affiliate sanctioned by such organization for the training, showing and betterment of animals such as the American Kennel Club or the United Kennel Club. Animals may be off of a leash at an animal show that is sanctioned by a nationally recognized animal organization if such show obtains a permit from the Animal Control Authority. The application for said permit shall set forth the date and place of the show or event, and list the types of activities that will be taking place at the event. If the activities at such animal show do not violate any of the provisions of the Grand Island City Code other than the running at large ordinance, or involve

Deleted: Grand Island Humane Society

ORDINANCE NO. 9200 (Cont.)

inhumane treatment of the animals at such event then a permit shall be issued by the Animal Control Authority and a copy of the permit shall be sent to the Grand Island City Clerk and to the Grand Island Police Department.

Deleted: Grand Island Humane Society

§5-34.2. Animals Used and Trained for Law Enforcement; Exemption

Any animal used by law enforcement agencies including but not limited to the City of Grand Island Police Department, the Hall County Sheriff's Department or the Nebraska State Patrol shall be exempted from the provisions of the Grand Island City Ordinances including the Animal Running at Large and Dangerous Dogs Ordinances while such animal is being trained or used for law enforcement purposes.

§5-35. Isolation of Female Animals in Heat

No owner of a female cat or dog in heat shall fail to take reasonable measures to isolate said female from male cats and dogs to prevent contact with such male animals except for planned breeding.

§5-36. Dangerous Animals or Potentially Dangerous Animals on Owner's Property

Formatted: Left

(A) While unattended on the owner's property, a dangerous ~~or potentially dangerous~~ animal shall be securely confined, in a humane manner, indoors or outdoors in a securely enclosed and locked pen or structure suitably designed to prevent the entry of young children and to prevent the animal from escaping. The pen or structure shall have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides shall be embedded into the ground at a depth of at least one foot. The pen or structure shall also protect the animal from the elements. The owner of a dangerous animal shall post warning signs on the property where the animal is kept that ~~are~~ clearly visible from all areas of public access and that inform persons that a dangerous animal is on the property. ~~Each warning sign shall be no less than ten inches by twelve inches and shall contain the words warning and dangerous animal in high-contrast lettering at least three inches high on a black background.~~

Deleted: a

Deleted: is

Deleted: s

(B) All pens or structures for confining dangerous animals or potentially dangerous animals constructed after November 1, 2008 shall be at least ten ~~(10)~~ feet from any privately-owned property abutting the animal owners' property.

Deleted: May 1, 1997

Deleted: five

Deleted: 5

§5-37. Dangerous Animals Restraint; Impoundment; Confiscation

(A) No owner of a dangerous or potentially dangerous animal shall fail to keep such animal securely muzzled and restrained by a leash or chain whenever off the owner's property.

(B) Any dangerous animal or potentially dangerous animal in violation of §5-36 or §5-37 of the Grand Island City Code may be immediately impounded by animal control officers. The owner shall be responsible for the costs incurred by the Animal Control Authority for the care of the dangerous ~~or potentially dangerous~~ animal confiscated by the Animal Control Authority or for the destruction of any dangerous ~~or potentially dangerous~~ animal if the action by the Animal Control Authority is pursuant to law.

Deleted: humane society

Deleted: humane society

Deleted: humane society

Deleted: humane society

(C) In the event an animal conforming to the definition of potentially dangerous animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals, the potentially dangerous animal shall be immediately confiscated by an animal control officer, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

Deleted: dangerous or

Deleted: bites or inflicts a wound on a human or domestic animal

Deleted: humane society

~~(D) An animal conforming to the definition of dangerous animal shall be immediately confiscated by an animal control officer, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.~~

Formatted: Indent: First line: 0.5"

(E) Disposition of any animal impounded under this chapter shall be governed by §5-44.

Deleted: dangerous animal or potentially dangerous

Deleted: for violation of §5-36 or §5-37

§5-38. Animal Noise

(A) No owner shall allow conditions to exist on said owner's property whereby the owner's animal or animals annoy or disturb any neighborhood or any person by loud, continuous, or frequent barking, howling, yelping, or crowing.

§5-39. Pet Excreta; Removal by Owner

The owner of any animal which deposits excreta on public property, or private property, shall be responsible for its removal. It shall be a violation of this section for the owner to fail to immediately remove such excreta when notified of its existence and location, either by the City or by the owner of the property on which the excreta was deposited.

§5-40. Wild Animals Prohibited

ORDINANCE NO. 9200 (Cont.)

(A) No person shall keep, or permit to be kept on their residential premises any wild animal as a pet, for display, or for exhibition purposes, except as those on an Approved Animal List to be promulgated and adopted by the Animal Advisory Board and approved by the Mayor and City Council. Copies of the Approved Animal List shall be on file with the City Clerk and the ~~Animal Control Authority~~, and shall be available for public inspection.

Deleted: humane society

(B) No person or commercial animal establishment shall offer any wild animal for sale unless included on the Approved Animal List.

(C) The owner of any wild animal listed on the Approved Animal List over the age of six (6) months shall pay an annual wild animal license fee as adopted, and identified in the City of Grand Island Fee Schedule. The annual wild animal license, as provided in this section, shall be for the period of January 1 through December 31 of the licensing year. The wild animal license provided for by this section shall be secured by each owner or new resident within thirty (30) days of establishing residency in the City or after acquiring said animal, notwithstanding the fact that the wild animal may have been registered within the annual period by a previous owner or that the wild animal may have been registered in another authority other than the City of Grand Island. The wild animal license fee shall become due on January 1 of the licensing year and shall become delinquent on March 1 of each year.

Deleted: by the humane society board

(D) In the event a person wishes to keep or permit to be kept on his residential premises, any wild animal not listed on the Approved Animal List, application in writing may be made to the Animal Advisory Board for adding said species to the Approved Animal List. The primary factor to be considered by the Animal Advisory Board in adding a species to the Approved Animal List shall be whether allowing animals of said species to be kept within the corporate limits of the City of Grand Island presents a risk to public health, safety and welfare or the health, safety and welfare of other species already allowed to be kept as pets.

§5-41. Swine Prohibited

No person shall keep or maintain swine, including the species known as miniature potbellied pigs, on his or her residential premises within the City.

§5-41.1. Roosters Prohibited

No person shall keep or maintain roosters on his or her property within the city, except for commercial retail establishments who offer live fowl or chickens for retail sale, and governmental and/or non-profit educational facilities.

§5-42. Impoundment of Animals at Large

All animals not under restraint may be taken into custody by any ~~animal control~~ officer and impounded in the animal shelter and there confined in a humane manner.

Deleted: police officer or humane society

§5-43. Rabies Control; Reporting and Impoundment

(A) Any unvaccinated dog or cat suspected of biting or scratching any person or exposing an individual to the possibility of contracting rabies shall be taken into custody by an ~~animal control~~ officer or police officer and impounded in the animal shelter for a period of not less than ten days, or such additional period as directed by a licensed veterinarian or medical professional treating the aforementioned injury.

Deleted: → humane society

(B) Any dog or cat currently vaccinated for rabies which is suspected of biting or scratching any person shall be confined by the owner of the animal for a period of not less than ten days; provided, that impoundment in the animal shelter shall be required if the victim, victim's legal guardian, or the victim's physician requests such impoundment; and provided further, that if said owner has on any prior occasion of a dog or cat bite or scratch, failed or refused to confine the animal as required by this section, said animal shall be impounded at the animal shelter or a veterinary clinic of the owner's choosing.

(C) Any ferret suspected of biting any person or exposing an individual to the possibility of contracting rabies shall be taken into custody by an ~~animal control~~ officer or police officer for immediate euthanization for the determination of rabies. Any ferret suspected of scratching any person shall be taken into custody by an ~~animal control~~ officer or police officer for immediate euthanization for determination of rabies if there is reasonable cause to believe said ferret has exposed such person to the possibility of contracting rabies.

Deleted: humane society

Deleted: humane society

(D) No owner of an animal suspected of biting or scratching any person, upon information and notice of the incident, shall fail or neglect to immediately place the animal in the custody of an ~~animal control~~ officer or police officer for impoundment at the animal shelter. Upon request and authorization by the owner of any animal impounded for observation under subsections (A), (B) or (C) above, said animal

Deleted: the humane society

ORDINANCE NO. 9200 (Cont.)

may be placed in the custody of a licensed veterinarian for the requisite observation period.

(E) All incidents of biting or scratching shall be reported in writing to the **Animal Control Authority** by the medical professional treating the injury, the injured party, or in the case of a minor child, the parent or guardian.

Deleted: humane society

(F) The term "scratching" as used in this section shall include only those incidents which result from known or suspected aggressive action or attack by a dog, cat or ferret.

§5-44. Impounded Animals; Disposition

~~(A) All animals that are not domestic animals, including but not limited to feral cats, may be humanely euthanized as soon as they are captured or otherwise taken into custody.~~

Deleted: (A) All domestic animals impounded pursuant to § 5-42 shall be retained until redeemed by their owner upon payment of an impoundment fee as adopted by the humane society board and identified in the City of Grand Island Fee Schedule.

Deleted: B

Deleted: C

Deleted: humane society board

~~(B) All animals impounded pursuant to §5-43 and not euthanized shall be retained until completion of the observation period and the determination by a licensed veterinarian that said animal is not infected with rabies, and then may be redeemed by its owner upon payment of the fees for impoundment and cost of care as adopted by the Animal Control Authority and identified in the City of Grand Island Fee Schedule. Any domestic animal not claimed within three (3) clear working days after being impounded or such extended period as is granted in writing by the Animal Control Authority to allow the animal's owner to construct a pen or structure in conformance with §5-36 shall become the property of the Animal Control Authority and may be placed for adoption or humanely euthanized by said agency at its discretion.~~

~~(C) Any animals determined to have rabies by a licensed veterinarian shall be destroyed as soon as possible after that determination is made.~~

Deleted: (D) Any domestic animal not claimed by its owner within three clear working days after being impounded under §§ 5-42 or 5-43, shall become the property of the contracting agency and may be placed for adoption or humanely euthanized by said agency at its discretion. The foregoing time period shall not include the day of impoundment.

Formatted: Indent: First line: 0.5"

~~(D) All domestic animals impounded pursuant to other sections of this Chapter shall be retained until redeemed by their owner upon payment of fees for impoundment and cost of care in an amount adopted by the Animal Control Authority and identified in the Grand Island Fee Schedule. Any domestic animal not claimed within three (3) clear working days after being impounded or such extended period as is granted in writing by the Animal Control Authority to allow the animal's owner to construct a pen or structure in conformance with §5-36 shall become the property of the Animal Control Authority and may be placed for adoption or humanely euthanized by said agency at its discretion. The foregoing time period shall not include the day of impoundment.~~

~~(E) No dog or cat impounded under this Chapter shall be released until said animal is vaccinated and licensed as required by the provisions of this ordinance.~~

Deleted: (E) Any animals determined to have rabies by a licensed veterinarian shall be destroyed as soon as possible after that determination is made.

Article VII. Penalties

§5-45. General Penalty

Any person violating any provision of this chapter shall be fined pursuant to §1-7 of this code. If a violation is of a continuing nature, each day of the violation shall constitute a separate violation.

§5-46. Nuisance

Any owner or any person in possession of any animal regulated by this chapter who fails to care for and control said animal shall be deemed to be maintaining a nuisance subject to abatement pursuant to §20-15 of the Grand Island City Code upon written request by the Director of the Department of Health, the Grand Island Police Department, or an animal control officer, the abatement of which shall be the forfeiture of the animal or animals in violation. The procedure for abatement of nuisances set forth in §20-15 of the Grand Island City Code shall be followed in all cases not involving an imminent threat to public health, safety or welfare or the health, safety or welfare of the animal or animals in violation.

In the event continuation of a public nuisance might cause irreparable harm or poses a serious threat to public health, safety or welfare or the health, safety or welfare of residents of the property in violation, the written notice to abate pursuant to §20-15 of the Grand Island City Code shall not be required as a condition precedent to commencing a legal action to obtain abatement of the nuisance and the City of Grand Island, with the consent of the Mayor, may immediately file an action requesting such temporary or permanent order as is appropriate to expeditiously and permanently abate said nuisance and protect the public health, safety or welfare or the health safety or welfare of the residents of the property in violation.

Deleted: (F) All domestic animals impounded shall be retained until redeemed by their owner upon payment of fees for impoundment and cost of care in an amount adopted by the humane society board and identified in the Grand Island Fee Schedule. Any domestic animal not claimed within three (3) clear working days after being impounded or such extended period as is granted in writing by the contracting agency to allow the animal's owner to construct a pen or structure in conformance with §5-36 shall become the property of the contracting agency and may be placed for adoption or humanely euthanized by said agency at its discretion. The foregoing time period shall not include the day of impoundment.

Deleted: G

Deleted: §5-37, §5-42 or §5-43

Deleted: →

Deleted: the Director of the Humane Society, or the Code Enforcement Officer to the City Attorney

Article VIII. Appeal Procedure

§5-47. Dangerous and Potentially Dangerous; Declaration; Appeal; Disposition

(A) If it shall appear to ~~an animal control officer~~ that any animal conforms to the definition of a dangerous animal or potentially dangerous animal, written notice declaring the animal a dangerous ~~or potentially dangerous~~ animal shall be delivered to the animal's owner either by personal service or by mail addressed to the last known address of said owner.

Deleted: the Director of the Humane Society

(B) In the case of a dangerous animal, ~~within five (5) days of personal service or mailing of a notice of declaration to the animal's owner said owner shall deliver said animal to the Animal Control Authority for impoundment and disposition pursuant to §5-37. In the case of a~~ potentially dangerous animal, within five (5) days of personal service or mailing of a notice of declaration to the animal's owner said owner shall either provide reasonable proof of compliance with §5-36 and §5-37 of the Grand Island City Code or shall deliver said animal to the ~~Animal Control Authority~~ for impoundment and disposition. Refusal or failure by the owner of any animal declared a dangerous animal or potentially dangerous animal to comply with this subsection shall be a violation of the Grand Island City Code and shall be subject to abatement as a public nuisance pursuant to §5-46.

Deleted: or

Deleted: Humane Society

Deleted: pursuant to §5-37(B)

(C) The owner of any animal declared a potentially dangerous animal or dangerous animal by ~~an animal control officer~~ may appeal the decision to the Animal Advisory Board by submitting a letter of appeal to the ~~Animal Control Authority~~ within 72 hours of either receiving personal service or mailing of the written notice of declaration. The Animal Advisory Board shall hold a hearing within ten (10) days of delivery of the letter of appeal to the ~~Authority~~. The hearing shall be conducted informally. The animal's owner and ~~Animal Control Authority~~ shall present oral or written statements or reasons supporting or opposing the declaration to the Animal Advisory Board. Statements by each participant shall be limited to a total time of one hour or less. Upon conclusion of the hearing the Animal Advisory Board may reverse, modify or affirm the declaration of the ~~animal control officer~~. Notice of the determination of the Animal Advisory Board shall be given to the animal's owner and the ~~Animal Control Authority~~, either personally or by United States Mail.

Deleted: the Director of the Humane Society

Deleted: Director's

Deleted: Director

Deleted: Director

Deleted: Director of the Humane Society

Deleted: Director

Deleted: Director of the Humane Society

SECTION 2. Chapter 5 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, 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 in pamphlet form within fifteen days as provided by law.

Enacted: December 2, 2008.

Margaret Hornady, Mayor

ORDINANCE NO. 9200 (Cont.)

Attest:

RaNae Edwards, City Clerk

| | | |
|---------------------|--------------------------|---------------|
| Approved as to Form | <input type="checkbox"/> | _____ |
| November 26, 2008 | <input type="checkbox"/> | City Attorney |

| | | |
|---|----------------------|------------------------------|
| Page 2: [1] Deleted | Administrator | 10/16/2008 4:20:00 PM |
| Any animal that, according to the records of the Central Nebraska Humane Society: (a) has killed or inflicted severe injury on a human being on public or private property; (b) has killed a domestic animal without provocation while the animal was off the owner's property; or (c) has been previously determined to be a potentially dangerous animal by an Humane Society officer and the owner has received notice of such determination and such animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals. A dog shall not be defined as a dangerous dog if the threat, any injury that is not a severe injury, or the damage was sustained by a person who, at the time, was committing a willful trespass or any other tort upon the property of the owner of the dog, who was tormenting, abusing, or assaulting the dog, who has, in the past, been observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime. | | |
| Page 2: [2] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [3] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [4] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [5] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [6] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [7] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [8] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [9] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [10] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [11] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [12] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [13] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [14] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [15] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [16] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [17] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [18] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |

| | | |
|---|---------------|-----------------------|
| Page 2: [19] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [20] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [21] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [22] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [23] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [24] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [25] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [26] Formatted | Administrator | 10/16/2008 4:21:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [27] Formatted | Administrator | 10/16/2008 4:30:00 PM |
| Font: (Default) Times New Roman, Not Bold, Italic, Underline | | |
| Page 2: [28] Formatted | Administrator | 10/16/2008 4:30:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [29] Deleted | Administrator | 10/16/2008 1:19:00 PM |
| <p><u>Humane Society</u>. The Central Nebraska Humane Society with which the City contracts to enforce the provisions of Chapter 5 - Animals of the Grand Island City Code.</p> <p><u>Humane Society Officer</u>. Any police officer, Health Department employee, or employee of the contracting agency who is performing the duty of enforcing the provisions of this chapter.</p> | | |
| Page 2: [30] Formatted | Administrator | 10/16/2008 4:32:00 PM |
| Font: (Default) Times New Roman, Not Bold, Italic, Underline | | |
| Page 2: [31] Formatted | Administrator | 10/16/2008 4:32:00 PM |
| Font: (Default) Times New Roman | | |
| Page 2: [32] Formatted | Administrator | 10/16/2008 4:32:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [33] Formatted | Administrator | 10/16/2008 4:32:00 PM |
| Font: (Default) Times New Roman, Not Bold | | |
| Page 2: [34] Deleted | Administrator | 10/16/2008 4:51:00 PM |
| <p>(a) Any animal that when unprovoked (1) inflicts a non- severe injury on a human or injures a domestic animal either on public or private property or (2) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or (b) any specific dog with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.</p> | | |



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G1

Approving Appointment of Kris Nolan Brown to Business Improvement District #4

The Mayor has submitted the appointment of Kris Nolan Brown to the Business Improvement District #4 Board to fill the unexpired term of Mike Toukan. This appointment would become effective immediately upon approval by City Council and would expire on May 31, 2011. Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G2

Approving Appointment of Ray Aguilar to the Regional Planning Commission

The Mayor has submitted the appointment of Ray Aguilar to the Regional Planning Commission to fill the expired term of Dianne Miller. This appointment would become effective immediately upon approval by City Council and would expire on October 31, 2011. Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G3

**Approving Preliminary Plat for Fairway Crossing at Indianhead
Golf Club**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 2, 2008

Subject: Fairway Crossing at Indianhead Golf Club
Preliminary Plat

Item #'s: G-3

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

Background

This preliminary plat proposes to create 151 lots plus 2 outlots on a tract of land in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), South Half of the Northeast Quarter (S1/2NE1/4), and the South Half (S1/2) OF Section Twenty-Six (26), Township Eleven (11) North, Range Ten (10), all in Grand Island, Hall County Nebraska, West of the 6th P.M. This land consists of approximately 61.70 acres. This property is located east of Engleman Road and north of Husker Highway adjacent to Indian Head Golf Course.

Discussion

The property is zoned R1 and requires 9000 square foot lots with a minimum width of 70 feet. All of the proposed lots meet these minimums. Two outlots are proposed on the plat. Outlot A is a narrow band (approximately 21 feet wide) at the back of proposed lots 31-37. A row of trees is in this area and the golf course would like to maintain ownership of them. Outlot B is located at the intersection of Augusta Parkway and Belfry Boulevard. This is the location of a proposed sanitary sewer lift station, grinder pump and force main.

Water

Water is available to the entire subdivision and can be extended to serve all lots.

Electrical

A 3-phase electrical line is currently located on the property between Engleman Road and Indianhead Golf Course. This line will need to be relocated to facilitate the development

of the property as proposed. This will be done at the developer's expense. The City Utilities department will extend electrical service to the lots per city policy.

Streets and Sidewalks

The subdivider is proposing 37' wide concrete curb and gutter streets consistent with the city standards. The proposed Andrews Circle exceeds the suggested maximum length for a cul-de-sac according to the subdivision regulations. Given the development of the golf course it is not possible to loop this street. All of the other streets are of acceptable length.

Access to the lots with frontage on Husker Highway will be limited. These lots will not be allowed to have access onto Husker Highway. The subdivider is also proposing to limit access to various lots within the subdivision and these limitations will be included within the subdivision agreements for the final plats when the lots are developed. The subdivider has not indicated a preference for curb or conventional sidewalk. If conventional sidewalk is the preference, a 5' easement will be needed adjacent to and on each side of all road ROW. It is possible that easements will not be needed at the back of the lots if telephone lines located at the front of the lots.

Sewer

The subdivider is proposing to build a private lift station with a grinder pump and force main to hook into the existing sewer line at the end of Indianhead Road. This is a technique that has not been used in Grand Island but is commonly used to allow development prior to construction of permanent infrastructure in other Nebraska communities such as Columbus, LaVista, Fremont and Kearney. The lift station would be located on Outlot B at the intersection of Augusta Parkway and Belfry Boulevard. Provisions will be made for a permanent gravity flow sewer line connection at the intersection of Husker Highway and Belfry Boulevard.

Drainage

Most of the drainage would flow into storm sewer on the streets. Some drainage would be planned to flow into retention cells on the Indianhead Golf Course, similar to the cells along the eastern side of the golf course.

Alternatives

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

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

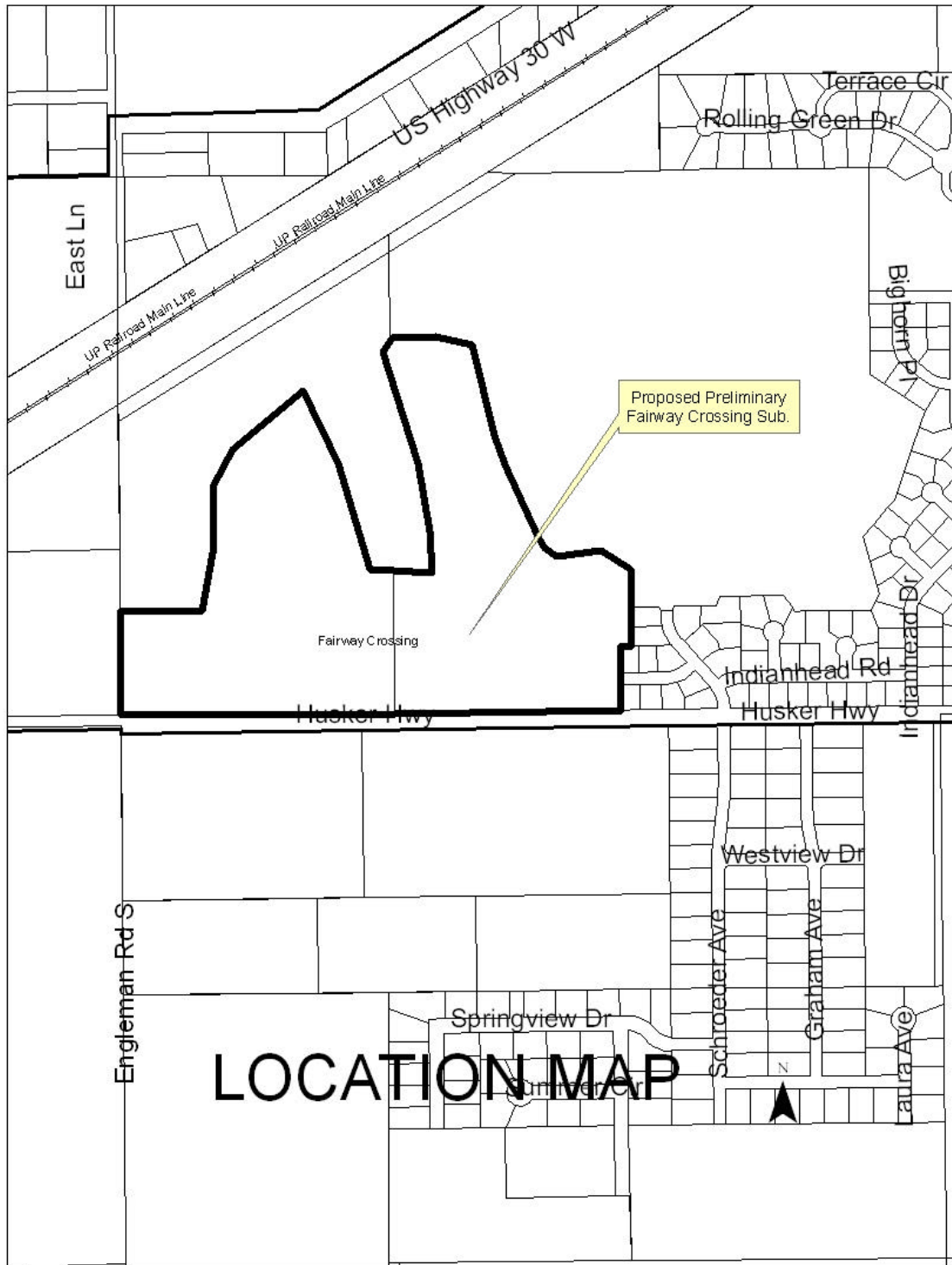
Recommendation

A motion was made by Eriksen and seconded by Amick to approve the preliminary plat as presented.

A roll call vote was taken on the motion to recommend approval with 10 members (Amick, Reynolds, O'Neill, Heineman, Hayes, Bredthauer, Eriksen, Ruge, Monter, Snodgrass) voting in favor.

Sample Motion

Move to approve the Preliminary Plat for Fairway Crossing at Indianhead Golf Club as presented.



Fairway Crossing at Indianhead Golf Club Summary

Developer/Owner

Indian Head Golf Club Inc.
Jack Henry, Jr.
2928 E U.S. Highway 30
Grand Island NE 68801

151 Lots + 2 Outlots, North of Husker Highway, and East of Engleman Road

Size: 61.70 acres

Zoning: M1- Light Manufacturing Zone,
R1 – Suburban Residential Zone

Road Access: Public City Streets, new streets

Water Public: City Water **will be extended** to all lots.

Sewer Public: City Sewer **will be extended** to all lots. Lift station required for sewer.



LOUISIANA STATE UNIVERSITY, UNIVERSITY MICROFILMS



PROJECT LOCATION MAP

COMPACT
 1000 cc 1000 cc 1000 cc 1000 cc
 1000 cc 1000 cc 1000 cc 1000 cc
 1000 cc 1000 cc 1000 cc 1000 cc
 1000 cc 1000 cc 1000 cc 1000 cc

APPLY TO:
 10000 Highway 24
 Suite 1450
 Dallas, TX 75244
 214.343.8300
 www.ford.com

ENVIRONMENTAL
HEATED & VENT
EXHAUSTING (AIR-TO-AIR)
SYSTEMS W. FLECK, P.E.
18100 PACIFIC STREET
SUITE 212
DALLAS, TEXAS 75244
(972) 289-8200 Fax:
(972) 289-8600 (Toll-
free) 1-800-895-4444
http://www.hvac-hvac.com

[illegible]

**OLMSTED & PERRY
CONSULTING ENGINEERS INC.**
10730 PACIFIC STREET SUITE 252
OMAHA, NEBRASKA

FAIRWAY CROSSING
AT INDIANHEAD GOLF CLUB
GRAND ISLAND, NEBRASKA

PRELIMINARY PLAT

| | |
|-----------|------------------|
| SHEET NO. | PROJECT NO. |
| 1 of 5 | 25068 |
| | DATE |
| | OCTOBER 15, 2008 |





City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G4

**#2008-332 - Approving Interlocal Agreement with Hall County for
Juvenile Attention Services**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: December 2, 2008

Subject: Attention Center - Interlocal Agreement

Item #'s: G-4

Presenter(s): Steven Lamken, Police Chief

Background

The Hall County Sheriff's Office set up a Juvenile Attention Center in 2007 for the purpose of alleviating the need for law enforcement officers to spend hours monitoring juveniles waiting placement or release to a guardian. The juveniles are monitored by on call adults who are paid for their services. The Sheriff's Office could not afford to continue to provide the services in their budget and Hall County transferred the Attention Center to the Juvenile Diversion Program and is seeking reimbursement for the cost of the on-call personnel.

Discussion

A juvenile attention center must be a staff secure facility that provides adult supervision to juveniles waiting placement or release to a guardian. Typically the duration of monitoring is for two hours or more. The Juvenile Attention Center has been a great benefit to the Police Department. Prior to the Sheriff's Office establishing an attention center, Police Officers or supervisors were required to physically monitor or watch juveniles for hours at a time at the Police Department. We were having to pull an officer or supervisor off of the street several times a month often for many hours to watch such juveniles. Officers have spent more than 8 hours sitting in an office monitoring a juvenile.

The Police Department is now able to use the Attention Center when we have a juvenile who we can not place or release within two hours. An on-call adult employee is called out and the juvenile is turned over to them at the Attention Center and our officers are able to return to providing patrol services.

Hall County is seeking reimbursement for the hourly pay of the on-call employee when the Police Department requests activation of the Attention Center. Uniformed patrol

officers are expensive. It costs in the area of \$70.00 per hour for a Police Officer providing patrol services. The on-call employees of the Attention Center are paid \$20.00 per hour for their services. The Attention Center provides a very cost effective service that allows the Police Department to use our officers more effectively. Hall County is asking for employee cost reimbursement and is not charging for the facility, utilities, or expendables when the Center is in operation.

Alternatives

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

1. Move to Approve
2. Take no action on the issue
3. Postpone the issue to a future date
- 4.

Recommendation

City Administration recommends that the Council approve the Interlocal Agreement for the Provisions of Juvenile Attention Services By And Between The County of Hall and the City of Grand Island.

Sample Motion

Move to approve the Interlocal Agreement for the Provisions of Juvenile Attention Services By And Between The County of Hall and the City of Grand Island.

**INTERLOCAL AGREEMENT FOR THE PROVISION OF JUVENILE ATTENTION
SERVICES BY AND BETWEEN
THE COUNTY OF HALL
AND
THE CITY OF GRAND ISLAND**

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between the County of Hall, a body politic and corporate and a political subdivision of the state of Nebraska, hereinafter referred to as the "County" and the City of Grand Island, a municipal corporation, hereinafter referred to as the "City," for the provision of juvenile attention services by the County to the City. WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. seq. provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, Neb. Rev. Stat. §13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the County and the City are public agencies as defined by Neb. Rev. Stat. §13-801; and

WHEREAS, the County, through its Juvenile Diversion Program, now operates a juvenile attention center for the temporary safekeeping of juvenile offenders; and

WHEREAS, the City has requested that the Hall County Board enter into a contract with the City for the temporary safekeeping of juvenile offenders taken into custody by the City.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

- 1) **Term.** This agreement shall have a term of two (2) years commencing December 1, 2008.
- 2) **Termination.** This agreement may be terminated, with or without cause. The terminating party shall provide written notice of termination delivered not less than 30 days prior to the date of termination.
- 3) **Obligations of County.** The County shall:
 - a) Provide a physical facility suitable for the temporary housing of juvenile offenders taken into custody by the City; and
 - b) Provide the appropriate personnel necessary to supervise such juveniles.
- 4) **Obligations of City.** The City shall:
 - a) Notify the on-call staff of the Hall County Juvenile Attention Center when temporary safekeeping of juvenile offenders is needed; and

- b) Transport such juveniles to and from the Hall County Juvenile Attention Center as necessary; and
 - c) Be responsible for the costs of emergency medical care required by such juveniles while in the temporary custody of the Hall County Juvenile Attention Center; and
 - d) Be responsible for the actual cost of repairing property damage caused by a juvenile while in the custody of the Hall County Juvenile Attention Center.
- 5) **Reservation of Right to Refuse.** The Hall County Juvenile Attention Center reserves the right to refuse any request for admission, and may, at any time, require the City to remove and assume custody of any of its detainees.
- 6) **Delegation of Authority and Powers.** By this agreement, Hall County is hereby authorized and delegated the authority, by the City, to receive and detain such juveniles until such time as they can be taken before the courts or transported to a suitable long term facility.
- 7) **Consideration.** In consideration of the services provided by the County to the City, City agrees to pay County the sum of Twenty Dollars (\$20.00) per hour for the supervision of such juveniles. The County will submit an itemized statement to the City at the end of each month. All charges shall be paid by the City within 30 days from the date on which such statement is issued.
- 8) **Staff Not Employees of City.** It is the expressed intent of the parties that this Agreement shall not create an employer/employee relationship between the City and the County's Juvenile Attention Center staff, who shall be directed and supervised by the County.
- 9) **Modification.** This Agreement may be modified by mutual agreement of the parties hereto.
- 10) **No Separate Entity.** There shall be no separate legal entity created through this interlocal cooperation agreement. Said agreement shall be jointly administered by the City and the County.
- 11) **Property.** Any property acquired or made available by any party to this agreement for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of by such party as provided by law, regulation, or ordinance governing the same.
- 12) **Finances.** This agreement shall be financed by funds available to the parties hereto.
- 13) **Provision of Assistance.** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

14) **Hold Harmless Provisions.** Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or property, including any resulting loss of use. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

EXECUTED this ____ day of _____, 2008.

City of Grand Island, Nebraska

by: _____
Mayor

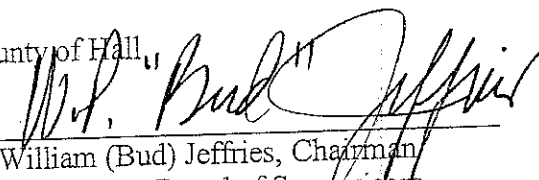
[attest]

City Clerk

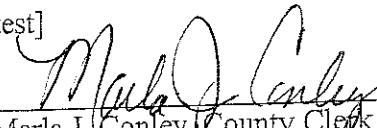
Approved as to form:

Dale Shotkoski, City Attorney

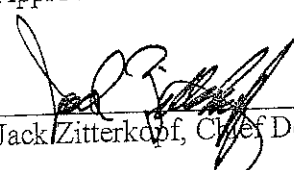
County of Hall,

by: 
William (Bud) Jeffries, Chairman
Hall County Board of Supervisors

[attest]


Marla J. Conley, County Clerk

Approved as to form:


Jack Zitterkopf, Chief Deputy Hall County Attorney

RESOLUTION 2008-332

WHEREAS, Hall County provides the services of a Juvenile Attention Center, and

WHEREAS, The Grand Island Police Department uses the services of the Juvenile Attention Center, and

WHEREAS, Hall County desires to enter into an Interlocal Agreement for the Provisions of Juvenile Attention Services by and between The County of Hall and the City of Grand Island for payment of employee costs when the Police Department uses Attention Center services, and

WHEREAS, the services of the Juvenile Attention Center are of benefit to the Grand Island Police Department

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute the Interlocal Agreement for the Provision of Juvenile Attention Services by and between the County of Hall and the City Of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G5

#2008-333 - Approving Change Order No. 1 for Street Improvement Project No. 2008-P-4; Concrete Pavement Repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 2, 2008

Subject: Approving Change Order No. 1 for Street Improvement Project No. 2008-P-4; Concrete Pavement Repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue

Item #'s: G-5

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

Background

The Diamond Engineering Co. of Grand Island, Nebraska was awarded a \$153,620.00 contract on September 9, 2008. The contract was for concrete repair on the northbound lanes of US Highway 281 from Old Potash Highway to Capital Avenue.

Discussion

During the removal of the specified sections of pavement needing repair on US Highway 281 the abutting sections were found to be in bad shape, therefore requiring repair also. The quantities of repair have increased by 371.50 square yards.

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 No. 1 for Concrete Pavement Repair Project No. 2008-P-4.

Sample Motion

Move to approve Change Order No. 1 for Concrete Pavement Repair Project No. 2008-P-4.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 1

Date of Issuance: December 2, 2008

PROJECT: Concrete Pavement Repair Project No. 2008-P-4

CONTRACTOR: The Diamond Engineering Company

CONTRACT DATE: September 11, 2008

During the removal of the specified sections of pavement needing repair on US Highway 281 the abutting sections were found to be in bad shape, therefore requiring repair also.

| | <u>Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|--|-----------------|-------------------|--------------------|
| 1. Concrete Pavement Repair, Class 47BD Right Lane | 362.80 s.y. | \$49.80 | \$18,067.44 |
| 2. Concrete Pavement Repair, Class 47BD Both Lanes-Full Depth | 8.70 s.y. | \$89.80 | \$ 781.26 |

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order\$153,620.00

Net Increase/~~Decrease~~ Resulting from this Change Order\$ 18,848.70

Revised Contract Price Including this Change Order\$172,468.70

Approval Recommended:

By _____
Steven P. Riehle, Public Works Director

Date _____

The Above Change Order Accepted:

The Diamond Engineering Co.
Contractor

By _____

Date

Approved for the City of Grand Island:

By _____
Margaret Hornady, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date

R E S O L U T I O N 2008-333

WHEREAS, on September 9, 2008, by Resolution 2008-242, the City of Grand Island awarded The Diamond Engineering Co. of Grand Island, Nebraska the bid in the amount of \$153,620.00 for Concrete Pavement Repair Project No. 2008-P-4; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Co. are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, it is recommended that modifications to the work to be done by The Diamond Engineering Co. are necessary; and

WHEREAS, the result of such modifications will increase the contract amount by \$27,539.81 for a revised contract price of \$181,159.81,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City Of Grand Island and The Diamond Engineering Co. of Grand Island, Nebraska to provide the modifications set out as follows:

| | <u>Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|--|-----------------|-------------------|--------------------|
| 1. Concrete Pavement Repair, Class 47BD Right Lane | 362.80 s.y. | \$49.80 | \$18,067.44 |
| 2. Concrete Pavement Repair, Class 47BD Both Lanes – Full Depth | 8.70 s.y. | \$89.80 | \$ 781.26 |

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| |
|--|
| Approved as to Form <input type="checkbox"/> _____ November 24, 2008 <input type="checkbox"/> City Attorney |
|--|



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G6

#2008-334 - Approving Certificate of Final Completion for Street Improvement Project No. 2008-P-4; Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 2, 2008

Subject: Approving Certificate of Final Completion for Street Improvement Project No. 2008-P-4; Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue

Item #'s: G-6

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

Background

The Diamond Engineering Co. of Grand Island, Nebraska was awarded a \$153,620.00 contract on September 9, 2008. The contract was for the concrete pavement repair on US Highway 281 from Old Potash Highway to Capital Avenue. Work commenced on October 15, 2008 and was completed on November 12, 2008.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans, and specifications. It was completed with an overrun of \$18,848.70, for a total cost of \$172,468.70.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for Street Improvement Project No. 2008-P-4.

Sample Motion

Move to approve the Certificate of Final Completion for Street Improvement Project No. 2008-P-4.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Street Improvement Project No. 2008-P-4
Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue
CITY OF GRAND ISLAND, NEBRASKA
December 2, 2008

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

This is to certify that Street Improvement Project No. 2008-P-4; Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue, has been fully completed by The Diamond Engineering Co. of Grand Island, Nebraska under the contract dated September 9, 2008. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Street Improvement Project No. 2008-P-4

| <u>No.</u> | <u>Description</u> | <u>Unit Price</u> | <u>Unit</u> | <u>Total Quantity</u> | <u>Total Cost</u> |
|-------------------------------|---|-------------------|-------------|-----------------------|---------------------|
| 1. | Concrete Pavement Repair, Class 47BD Right Lane | \$49.80 | s.y. | 2134.80 | \$106,313.04 |
| 2. | Concrete Pavement Repair, Class 47BD Both Lanes – Full Depth | \$89.80 | s.y. | 736.70 | \$ 66,155.66 |
| | | | | | ----- |
| Original Project Total | | | | | \$172,468.70 |

I hereby recommend that the Engineer's Certificate of Final Completion for Street Improvement Project No. 2008-P-4 be approved.

Steven P. Riehle – City Engineer/Public Works Director

Margaret Hornady – Mayor

RESOLUTION 2008-334

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Completion for Street Improvement Project No. 2008-P-4, Concrete Pavement Repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Street Improvement Project No. 2008-P-4, Concrete Pavement Repair on the Northbound Lanes of US Highway 281 from Old Potash Highway to Capital Avenue, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G7

#2008-335 - Approving Certificate of Final Completion for Storm Drainage Project No. 2008-D-3; Driveway Culvert Replacement at Capital Avenue Outfall Ditch

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 2, 2008

Subject: Approving Certificate of Final Completion for Storm Drainage Project No. 2008-D-3; Driveway Culvert Replacement at Capital Avenue Outfall Ditch

Item #'s: G-7

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

Background

The Diamond Engineering Co. of Grand Island, Nebraska was awarded a \$44,230.34 contract on September 23, 2008. The contract was for the replacement of the driveway culvert at the Capital Outfall Ditch near 3060 E Capital Avenue. Work commenced on October 28, 2008 and was completed on November 12, 2008.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans, and specifications. It was completed with a cost of \$44,230.34 (there were no over or underruns on the project).

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for Storm Drainage Project No. 2008-D-3.

Sample Motion

Move to approve the Certificate of Final Completion for Storm Drainage Project No. 2008-D-3.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Storm Drainage Project No. 2008-D-3
Driveway Culvert Replacement at Capital Avenue Outfall Ditch
CITY OF GRAND ISLAND, NEBRASKA
December 2, 2008

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

This is to certify that Storm Drainage Project No. 2008-D-3; Driveway Culvert Replacement at Capital Avenue Outfall Ditch, has been fully completed by The Diamond Engineering Co. of Grand Island, Nebraska under the contract dated September 23, 2008. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Storm Drainage Project No. 2008-D-3

| <u>No.</u> | <u>Description</u> | <u>Unit</u> <u>Price</u> | <u>Unit</u> | <u>Total</u> <u>Quantity</u> | <u>Total</u> <u>Cost</u> |
|-------------------------------|------------------------------------|-----------------------------|-------------|---------------------------------|-----------------------------|
| 1. | Remove 84" CMP | \$ 22.79 | l.f. | 60.00 | \$ 1,367.40 |
| 2. | Furnish & Install 84" Diameter CMP | \$ 305.44 | l.f. | 60.00 | \$18,326.40 |
| 3. | Flared End Section for 84" CMP | \$2,570.13 | ea. | 2.00 | \$ 5,140.26 |
| 4. | Seeding | \$2,106.28 | l.s. | 1.00 | \$ 2,106.28 |
| 5. | Excavation | \$ 34.58 | c.y. | 500.00 | \$17,290.00 |
| | | | | | ----- |
| Original Project Total | | | | | \$44,230.34 |

I hereby recommend that the Engineer's Certificate of Final Completion for Storm Drainage Project No. 2008-D-3 be approved.

Steven P. Riehle – City Engineer/Public Works Director

Margaret Hornady – Mayor

RESOLUTION 2008-335

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Completion for Storm Drainage Project No. 2008-D-3, replacement of driveway culvert at Capital Avenue Outfall Ditch, certifying that The Diamond Engineering Co. of Grand Island, Nebraska, under contract, has completed the culvert replacement; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Storm Drainage Project No. 2008-D-3, replacement of driveway culvert at Capital Avenue Outfall Ditch, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G8

#2008-336 - Approving Bid Award for Sidewalk District No. 1, 2007

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 2, 2008

Subject: Approving Bid Award for Sidewalk District No. 1, 2007

Item #'s: G-8

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

Background

The City Council created Sidewalk District No. 1, 2007 on September 25, 2007. On November 7, 2008 the Engineering Division of the Public Works Department advertised for bids for the sidewalk district.

Discussion

Three (3) bids were received and opened on November 18, 2008. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

| Bidder | Exceptions | Total Bid |
|---|-------------------|------------------|
| Galvan Construction of Grand Island, Nebraska | None | \$25,345.50 |
| The Diamond Engineering Co. of Grand Island, Nebraska | None | \$30,248.40 |
| Steel Crafters, Inc. of Grand Island, Nebraska | None | \$36,148.50 |

Funds are available in account number 40033535-90072 & 10033503-85318.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the bid award to Galvan Construction Inc. of Grand Island, Nebraska in the amount of \$25,345.50.

Sample Motion

Move to approve the bid award.

CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this **2nd** day of **December, 2008**, by and between **Galvan Construction, Inc.** 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 construction of **Sidewalk District No. 1, 2007**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive 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 or themselves, and its 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 **\$3.05** per square foot, not to exceed **TWENTY FIVE THOUSAND THREE HUNDRED FORTY FIVE AND 50/100 (\$25,345.50)** 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. The quantity may vary if adjoining land owners cause the sidewalk to be constructed prior to contractor performing the work.

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 **Sidewalk District No. 1, 2007**.

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved, and that the work in this contract shall be completed no later than **April 30, 2009**.

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.

ARTICLE VI. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor :

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Date _____

Mayor

Attest: _____

City Clerk

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

Attorney for the City

Date _____

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 18, 2008 at 11:00 a.m.

FOR: Sidewalk District No. 1, 2007

DEPARTMENT: Public Works

ESTIMATE: \$29,085.00

FUND/ACCOUNT: 40033535-90072 & 10033503-85318

PUBLICATION DATE: November 7, 2008

NO. POTENTIAL BIDDERS: 8

SUMMARY

| | | |
|----------------------|---|---|
| Bidder: | <u>The Diamond Engineering Co.</u> Grand Island NE | <u>Galvan Construction</u> Grand Island NE |
| Bid Security: | Universal Surety Company | AMCO Insurance Company |
| Exceptions: | None | None |
| Bid Price: | \$30,248.40 | \$25,345.50 |

| | |
|----------------------|--|
| Bidder: | <u>Steel Crafters, Inc.</u> Grand Island NE |
| Bid Security: | \$1,810.00 |
| Exceptions: | None |
| Bid Price: | \$36,200.00 |

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

Catrina DeLosh, PW Admin. Assist.
Wes Nespor, Purchasing Agent
Tom Carlson, PW Engineer

P1301

RESOLUTION 2008-336

WHEREAS, the City of Grand Island invited sealed bids for Sidewalk District No. 1, 2007, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on November 18, 2008 bids were received, opened and reviewed; and

WHEREAS, Galvan Construction, Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$25,345.50; and

WHEREAS, Galvan Construction, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$25,345.50 for Sidewalk District No. 1, 2007 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| November 24, 2008 | ☐ City Attorney |



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G9

#2008-337 - Approving Installation of Stop Signs on Independence Avenue at Shanna Street, on Lariat Lane at Shanna Street, and on Shanna Street at Mansfield Road

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 2, 2008

Subject: Approving Installation of Stop Signs on Independence Avenue at Shanna Street, on Lariat Lane at Shanna Street, and on Shanna Street at Mansfield Road

Item #'s: G-9

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

Background

Independence Avenue north of 13th Street to Shanna Street was paved in 2005 to improve interconnecting for the streets in the area. Shanna Street from Branding Iron Lane to Mansfield Road and Lariat Lane, north of Shanna Street, were also paved at the same time.

Discussion

The new streets in this area have helped interconnectivity but also have resulted in some traffic concerns. There have been a number of close calls where traffic approaching "Tee" intersections are not yielding to traffic. The situation is pressed by the increased school traffic from the new Westridge Middle School and we anticipate that traffic volumes will increase when the new Engleman Elementary School opens in January 2009. Please see the attached drawing depicting streets in the area.

Traffic in this area has been studied by Public Works Engineering, the Streets Division Staff, and by the Police Department and the recommendation is for stop signs to be placed as follows:

- Northbound traffic on Independence Avenue at Shanna Street
- Southbound traffic on Lariat Lane at Shanna Street
- Eastbound traffic on Shanna Street at Mansfield Road

Alternatives

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

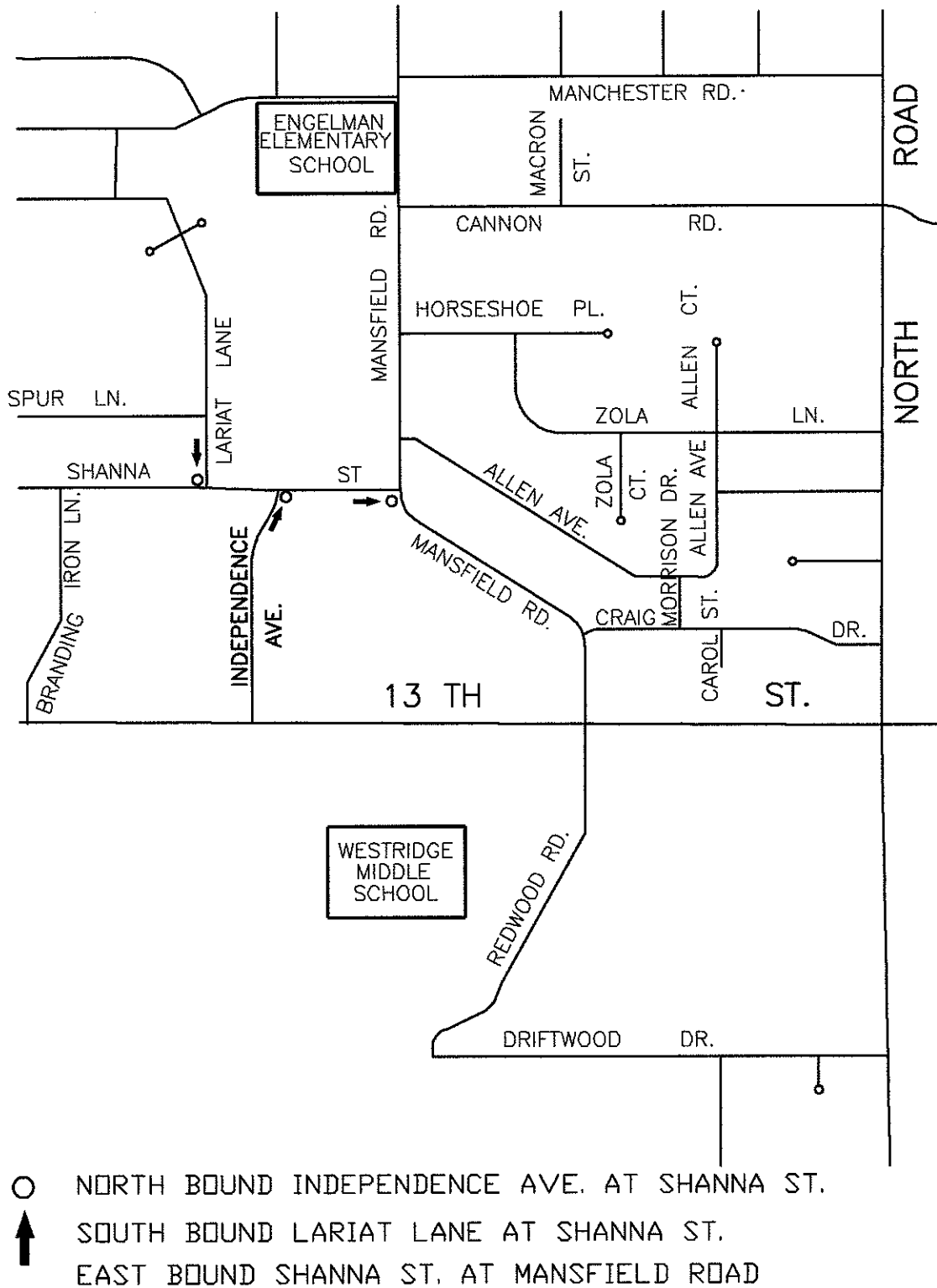
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

Public Works Administration recommends that the Council approve the installation of stop signs on Independence Avenue at Shanna Street, on Lariat Lane at Shanna Street, and on Shanna Street at Mansfield Road.

Sample Motion

Move to approve the installation of stop signs.



CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 11/24/08
DRN BY: L.D.C.
SCALE: NONE

NEW STOP SIGN
LOCATIONS

RESOLUTION 2008-337

WHEREAS, the City Council, by authority of Section 22-27 of the Grand Island City Code, may be resolution regulate motor vehicle traffic upon the streets of the City of Grand Island; and

WHEREAS, due to traffic concerns near Westridge Middle School and the new Engleman Elementary School; and

WHEREAS, it is recommended that such installation of stop signs be approved.

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

1. A stop sign be installed for northbound traffic on Independence Avenue at Shanna Street.
2. A stop sign be installed for southbound traffic on Lariat Lane at Shanna Street.
3. A stop sign be installed for eastbound traffic on Shanna Street at Mansfield Road.
4. The City's Streets Division of the Public Works Department shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G10

**#2008-338 - Approving Acquisition of Utility Easement - 1203
Allen Drive - Eagle Run Shopping Center - Grand Island Venue,
LLC**

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

Staff Contact: Gary R. Mader

RESOLUTION 2008-338

WHEREAS, a public utility easement is required by the City of Grand Island, from Grand Island Venue, LLC, to install, upgrade, maintain and repair public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on December 2, 2008, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at a point being a southeasterly corner of Lot Five (5) and a northeasterly corner of Lot Seven (7), both of Meadowlark West Fourth Subdivision; thence on an assumed bearing of S89°35'53"W along a southerly line of said Lot Five (5), a distance of one hundred seventy seven and ninety eight hundredths (177.98) feet to the Actual point of beginning; thence continuing S89°35'53"W along a southerly line of said Lot Five (5), a distance of sixteen and ninety five hundredths (16.95) feet to a southwesterly corner of said Lot Five (5); thence N00°02'56"E along a westerly line of said Lot Five (5), a distance of sixteen and eleven hundredths (16.11) feet; thence N11°04'57"E, a distance of seventy seven and ninety six hundredths (77.96) feet; thence S78°55'03"E, a distance of twenty (20.0) feet; thence S11°04'57"W, a distance of eighty nine and nine tenths (89.9) feet to the said point of beginning.

The above-described easement and right-of-way containing 0.042 acres, more or less, as shown on the plat dated 11/17/2008, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Grand Island Venue, LLC, on the above-described tract of land.

- - -

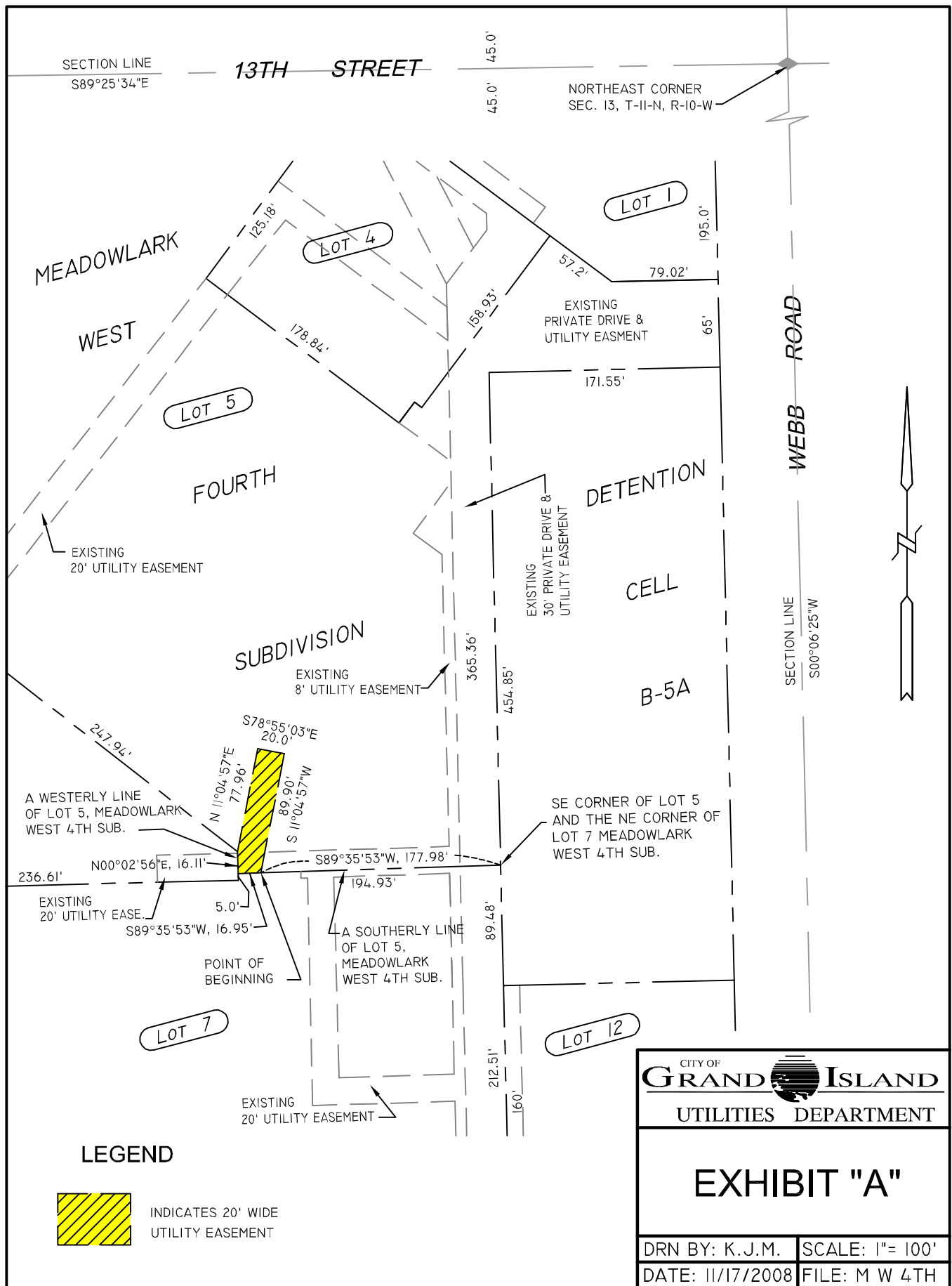
Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| November 24, 2008 | ☐ City Attorney |





City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G11

#2008-339 - Approving Grant Contract Addendum with Nebraska Children and Families Foundation

Staff Contact: jonik

Council Agenda Memo

From: Joni Kuzma, Community Development

Council Meeting: December 2, 2008

Subject: Approve Continuation Grant Contract Extension
with Nebraska Children & Families Foundation

Item #'s: G-11

Presenter(s): Joni Kuzma, Community Development Administrator

Background

In December 2007, the City of Grand Island was awarded \$14,064.50 from the Nebraska Children and Families Foundation (NCFE) for the grant contract period of January 1, 2008 - December 31, 2008 to support the activities of the Community Youth Council and to offset program costs for Youth Leadership Tomorrow.

The Foundation has determined that there will be no Request for Proposal process for the January 2009 grant. Instead, the NCFE Board of Directors has approved funding for three additional months to continue the current work of the Community Youth Council and Youth Leadership Tomorrow. The new contract will extend the grant period through March 31, 2009 and adjust the original grant award to \$17,578.12, an increase of \$3,515.62.

Discussion

The effective dates of the new contract are January 1, 2008 through March 31, 2009. A one-time payment of \$3,515.62 will be paid when the signed grant contract and updated budget have been received by the Foundation. The City will serve as fiscal agent for the additional funds. An award letter and contract have been received by the City and need to be signed by the Mayor to accept the grant award extension.

Alternatives

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

1. Approve the Continuation grant contract with Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that the Council approve the addendum to the Continuation grant contract with Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve the addendum to the Continuation grant contract with Nebraska Children and Families Foundation and authorize the Mayor to sign all related documents.

**ADDENDUM TO
LETTER OF AGREEMENT**

**Between the
NEBRASKA CHILDREN AND FAMILIES FOUNDATION
And
COMMUNITY YOUTH COUNCIL**

This Addendum to the Letter of Agreement between the Nebraska Children and Families Foundation and the City of Grand Island's Community Youth Council amends the original agreement effective January 1, 2008 through December 31, 2008 in the following ways:

1. The length of the contract has been extended for three (3) additional months making the new effective dates January 1, 2008 through March 31, 2009.
2. The total grant amount has increased by one quarter of the original amount for a new grant award total of \$17,578.12. This one-time payment of \$3,515.62 will be paid on approximately January 1, 2009, upon receipt of a new budget for January 1, 2009 – March 31, 2009 and is to be spent according to your NCFE Grown Plan previously submitted by Joni Kuzma on 9/5/2008.
3. In addition to reporting requirements due January 31, 2009, a final Budget Expenditure Report is due on or before April 15, 2009 for the January 1 – March 31, 2009 period.

All remaining items stand as stated in the originally executed Letter of Agreement.

The above outlined changes are effective as of December 31, 2008. This Addendum is approved and executed by the parties or their duly authorized representatives on the dates indicated below.

FOR THE FOUNDATION:

Mary Jo Pankoke, President
Nebraska Children and Families Foundation

Date

FOR THE CONTRACTOR:

Margaret Hornady, Mayor
City of Grand Island

Date

RESOLUTION 2008-339

WHEREAS, the City of Grand Island received a grant from the Nebraska Children and Families Foundation for the grant period which runs January 1, 2008 through December 31, 2008; and

WHEREAS, the Foundation has approved funding for three additional months in the amount of \$3,515.62 for a total of \$17,578.12 to continue the current work of Youth Leadership Tomorrow and the Community Youth Council; and

WHEREAS, the City will serve as fiscal agent for the extended grant period of January 1, 2008 through March 31, 2009; and

WHEREAS, an addendum award letter and contract have been received by the city and must be signed by the Mayor to accept the grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the addendum and contract for the Nebraska Children and Families Foundation Continuation Grant is approved and that the Mayor is hereby authorized and directed to execute any related documents on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| November 24, 2008 | ☐ City Attorney |



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G12

#2008-340 - Approving Amendment #1 to the Agreement with The Schemmer Associates, Inc. for Preliminary Engineering Related to Safe Routes to School Program for the Walk to Walnut Project

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: December 2, 2008

Subject: Approving Amendment # 1 to the Agreement for Design Services for the Safe Routes To Schools Walk to Walnut Project

Item #'s: G-12

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

Background

The Walk to Walnut project realigns the main driveway to Walnut Middle School to line up the intersection of 15th Street and Custer Avenue and installs a traffic signal. The project is funded with Safe Routes to School funds authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A legacy for Users Act (SAFETEA-LU) that are administered by the Nebraska Department of Roads.

The city council approved a Professional Services Agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska with Rockwell and Associates, L.L.C. of Grand Island, Nebraska as a Sub-consultant at the May 27, 2008 meeting. The original agreement was for a total of \$33,388.05.

Discussion

Preliminary survey and design work began in June. During the environmental reviews that are required on federal aid projects, it was discovered that the detention cell land was purchased with federal funds 6F park funds. An environmental assessment is now required for the project. The detention cell land that is being displaced by the project has to be replaced.

Amendment # 1 has been prepared for Schemmer to perform the required work at actual costs with a maximum of \$11,135.46, resulting in an amended agreement total of \$44,523.51. A copy of the amendment to the agreement, a summary of fee estimate and labor hour estimate is attached for reference.

The Safe Routes To School projects can be up to 100% federal funded. This project includes a \$15,000 in-kind match for services provided by the City of Grand Island or the Grand Island Public School District. If the total project cost, including preliminary engineering, the services provided under this amendment, construction, and services during construction can be performed for less than the grant total of \$269,644, the only city contribution to the project will be the \$15,000 in-kind match. Public Works Engineering staff is working with the consultant to minimize the project cost with the goal of staying below the \$269,644.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve Amendment #1 to the Agreement for Design Services for the Safe Routes To Schools Walk to Walnut Project.

Sample Motion

Move to approve Amendment #1.

S U P P L E M E N T A L A G R E E M E N T N U M B E R 1

PRELIMINARY ENGINEERING SERVICES
PROJECT NO. SRTS-40(57), CONTROL NO. 42521
CITY OF GRAND ISLAND
THE SCHEMMER ASSOCIATES, INC.
GRAND ISLAND WALNUT MIDDLE SCHOOL PROJECT

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the "City", and the firm of The Schemmer Associates, Inc., hereinafter referred to as the "Consultant",

WITNESSETH:

WHEREAS, the City and Consultant hereto entered into an agreement executed by the City June 2, 2008 and by the Consultant May 22, 2008 providing for the preparation of plans and specifications for the construction of Project No. SRTS-40(57), and

WHEREAS, the City was also approved for the Safe Routes to School portion of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users Act (SAFETEA-LU) funds for the construction of Project No. SRTS-40(57), and

WHEREAS, it now becomes necessary that the agreement be supplemented to revise the fee due to additional environmental requirements (see Exhibit "A")

NOW THEREFORE, in consideration of this fact, the City and Consultant agree as follows:

SECTION 1. The City and Consultant agree that the Consultant will be paid revised fixed-fee-for-profit of \$4031.85, and up to a limiting amount of \$40,491.66 for actual costs that are allowable subject to the terms of this agreement and the federal cost principles contained in the Federal Acquisition Regulation (48CFR 31). The revised total agreement amount is \$44,523.51. This is an increase of \$11,135.46. (see Exhibit "B")

SECTION 2. Except as specifically amended by this Supplemental Agreement, all terms and conditions of the agreement executed by the City, June 2, 2008 and by the Consultant May 22, 2008, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

STATE OF NEBRASKA)

) ss.

_____ COUNTY)

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this _____ day of _____, 20____.

The Schemmer Associates, Inc.

Name & Title

Subscribed and sworn to before me this _____-day of _____, 20____

Notary Public

EXECUTED by the City this _____ day of _____, 20____

City of Grand Island

Mayor

STATE OF NEBRASKA)

) ss.

_____ COUNTY)

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

1/14/2008

Amendment #1

Walk to Walnut-Safe Routes to School Project City of Grand Island Project # SRTS-40(57), C.N. 42521

SCOPE OF SERVICES (TASK OUTLINE)

Project Administration

- Project Management
 - 6F review meeting with City staff and NGPC
 - Attended by 2 TSA representatives
 - Review meeting with NDOR/FHWA concerning Programmatic EA
 - Attended by 2 TSA representatives
 - Review meeting with NGPC concerning 6F conversion submittal
 - Attended by 1 TSA representatives

City Responsibilities

- Conduct appraisals and review appraisals on converted 6F land and replacement 6F land.

Alternative Development and Documentation

- Develop alternative(s) for driveway alignments to meet purpose and need of project.
- Document comparison of the alternative(s) developed for insertion into EA.
- Prepare draft programmatic EA document.
- Incorporate agency comments after review and prepare final programmatic EA document.
- Coordinate with NDOR, City and FHWA

6F Documentation and Coordination

- Provide legal boundary survey of replacement land.
- Design easement/right-of-way drawing and legal description for replacement land (covered in original scope).
- Develop EA for replacement land per NGPC guidelines.
- Develop 6F submittal for converted land and replacement land.
- Coordinate with NGPC

Walk to Walnut-Safe Routes to School Project
Project No. SRTS-40(57), C.N. 42521
TSA Project No. 01277.894
SUMMARY OF FEE ESTIMATE (AMENDMENT #1)

11/14/2008

| CATEGORY | HOURS | RATE | LABOR CHARGE |
|------------------------------|--------|------------|--------------|
| PRINCIPAL | | | |
| PROJECT MANAGER | 19 | \$59.44 \$ | 1,129.36 |
| SENIOR ENGINEER | 39 | \$41.75 \$ | 1,628.25 |
| DESIGN ENGINEER | 0 | \$43.27 \$ | - |
| ENGINEERING TECHNICIAN | 0 | \$27.00 \$ | - |
| REG LAND SURVEYOR | 8 | \$18.68 \$ | 149.44 |
| SURVEY CREW CHIEF | 0 | \$0.00 \$ | - |
| SURVEY INST. PERSON | 0 | \$0.00 \$ | - |
| ADMINISTRATION SUPPORT | 4 | \$16.00 \$ | 64.00 |
| TOTAL | 70 | \$ | 2,971.05 |
| Overhead, D.L. and G&A | | 170% | 5,050.79 |
| Total Labor Charges | | \$ | 8,021.84 |
| Fixed Fee for Profit | | 12% | 962.62 |
| DIRECT COSTS: | | | |
| Printing (11 x 17 sheets) | | \$1.00 | - |
| Printing (24x36 sheets) | | \$2.00 | - |
| Reproducible Copies (mylar) | | \$8.00 | - |
| Reproducible Copies (vellum) | | \$5.00 | - |
| Photocopies | | \$0.25 | - |
| Postage | 1 L.S. | | 50.00 |
| Mileage | 200 | \$0.505 | 101.00 |
| Rockwell and Associates | 1 L.S. | | 2,000.00 |
| Total Direct Costs | | \$ | 2,151.00 |
| TOTAL ESTIMATED FEE | | \$ | 11,135.46 |

Exhibit "B"

Client: City of Grand Island
Project: Walk to Walnutf-Safe Routes to School Project
Project Number SRTS-40(57), C.N. 42521
TSA Project No. 5583001

Project Number **SRTS-40(57), C.N. 42521**
TSA Project No. **5583001**
Date **11/14/2008**

Date 11/14/2008

Exhibit "B"

RESOLUTION 2008-340

WHEREAS, on May 27, 2008, by Resolution No. 2008-147, the City Council of the City of Grand Island approved an agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant to perform design services for the Safe Routes to Schools Walk to Walnut Project; and

WHEREAS, additional environmental services during the preliminary engineering phase are needed; and

WHEREAS, costs of the additional services shall not exceed \$11,135.46.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G13

#2008-341 - Approving State Contract for (3) 2009 Ford Crown Victoria Police Interceptors with Tincher Auto Mall and (3) 2009 Dodge Chargers Police Pursuit Vehicles with Performance Dodge

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: December 2, 2008

Subject: Purchase of Patrol Vehicles

Item #'s: G-13

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department is purchasing three Ford Crown Victoria police package sedans and three Dodge Charger police package sedans to replace six patrol fleet vehicles for \$129,576.00. The Ford and Dodge cars are being purchased under the State bid for vehicles. There are funds budgeted for the purchase of the new vehicles in the Police Department budget..

Discussion

The Police Department is purchasing six new police package cars for our patrol fleet. Five existing cars will be traded in or reassigning to other City departments. One of the six new patrol cars will replace a patrol car that was totaled in an accident earlier this year.

The Police Department has typically purchased the Ford Crown Victoria as a patrol car due to their proven reliability. We have decided to purchase three of the Dodge Chargers this year due to uncertainty and changes in the auto industry and Ford's statement that they are not planning on making the Crown Victoria police package after 2011. The State bid for the Charger is \$400 less than the Crown Victoria and the four and eight cylinder variable engines in the Chargers are rated to be more fuel efficient than the Ford eight cylinder engine.

At the same time, the Chargers do not have the proven performance record of the Crown Victoria's due to being a newer model. There are also additional costs to change out and reconfigure equipment to the Chargers. The Police Department is recommending the purchase of three 2009 Ford Crown Victoria police package cars at a cost of \$21,796.00 each from Tincher Automall under State bid #12278 and three 2009 Dodge Charger

police package cars at a cost of \$21,396.00 each from Performance Dodge under State bid # 12277 for a total cost of \$129,576.00.

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 purchase of three 2009 Ford Crown Victoria cars at a cost of \$65,388.00 from Tincher Automall under State bid #12278 and the purchase of three 2009 Dodge Chargers at a cost of \$64,188.00 from Performance Dodge under State bid #12277 for a total cost of \$129,576.00.

Sample Motion

Move to approve the purchase of three 2009 Ford Crown Victoria cars at a cost of \$65,388.00 from Tincher Automall under State bid #12278 and the purchase of three 2009 Dodge Chargers at a cost of \$64,188.00 from Performance Dodge under State bid #12277 for a total cost of \$129,576.00.

RESOLUTION 2008-341

WHEREAS, the Police Department replaces a portion of the vehicles used in the patrol fleet each year, and

WHEREAS, the Police Department is purchasing six 2009 police patrol package sedans for the Patrol Division, and

WHEREAS, the Police Department desires to purchase three Crown Victoria sedans and three Dodge Charger sedans for the Patrol Division fleet, and

WHEREAS, the State bids for 2009 police package patrol cars are available, and Tincher Automall has received the State bid for 2009 Ford Crown Victoria police package patrol cars at a cost of \$21,796.00 each under State bid #12278, and Performance Dodge has received the State bid #12277 for 2009 Dodge Charger police package patrol cars at a cost of \$21,396.00 each, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Police Department purchase three Ford Crown Victoria sedans from Tincher Automall for \$65,388.00 and three Dodge Charger sedans from Performance Dodge for \$64,188.00 for a total cost of \$129,576.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G14

#2008-342 - Approving Interlocal Agreement for CANDO Drug Compact

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: December 2, 2008

Subject: CANDO Drug Compact

Item #'s: G-14

Presenter(s): Steven Lamken, Police Chief

Background

The Compact for Apprehension of Narcotic Dealers, CANDO, is a regional task force of municipal and county law enforcement agencies dedicated to lower and middle level drug dealer enforcement. The agencies participating in CANDO are: Adams County Sheriff, Hastings PD, Buffalo County Sheriff, Kearney PD, Kearney County Sheriff, Minden PD, Phelps County Sheriff, Holdrege PD, Franklin County Sheriff, Franklin PD, Hall County Sheriff and the Grand Island PD. CANDO has been working since 1987 when Federal drug grant funds were first made available for regional drug task forces. CANDO has been a success story and an effective effort in providing drug enforcement in Grand Island and surrounding area. The CANDO compact is no longer receiving Federal drug grant funds and is now being fully funded by the cities and counties that are members of the compact. The compact has been restructured with this change and a new inter-local government agreement is needed for the compact.

Discussion

The local regional drug task force, CANDO has been working since 1987 when Federal drug grant funds were first made available for regional drug task forces. CANDO has been a success story and an effective effort in providing drug enforcement in Grand Island and surrounding area. The Grand Island Police Department is an active member of CANDO and dedicates personnel and funding to CANDO drug enforcement efforts. GIPD has one full time investigator working CANDO drug cases and using CANDO funds in the investigations.

The CANDO compact has received Federal grant funds that have paid for the majority of operating costs for the compact since 1987. The funding levels have varied over years but our grants have been in the area of \$60,000 for the past several years. The majority of grant funds were used to pay for the services of a full time Nebraska State Patrol

Investigator for the CANDO compact area. We were informed in the fall of 2008 that the Nebraska Crime Commission had awarded CANDO approximately \$1200 for the 2008/2009 grant year. The Compact members declined the grant as the reporting requirements were more cumbersome than the value of the award. The \$1200 grant would not fund one month of drug enforcement efforts in the compact area.

The Compact members determined that we could continue to fund drug enforcement efforts with our annual contributions to CANDO and provide local agencies buy money and operations funding; however, we would not be able to pay for the full time NSP investigator. The current annual contribution for the GIPD is the same amount as we were contributing when the compact was receiving grant funding. The local contributions will provide funds for buy money, payments to informants, officer overtime related to CANDO investigations and operations expenses. The Compact members felt that it was vital to maintain the level of cooperation and information sharing among the Compact members to remain more effective in our drug enforcement efforts in central Nebraska. CANDO will continue to work in conjunction with the Tri City Drug Task Force and the Nebraska State Patrol in maintaining a strong enforcement effort in our area.

The Compact members have drafted new governing policies and procedures reflecting the needed changes. A new participating government agreement is required to continue the compact as a local inter-government compact. A draft of the agreement is provided and the original will be sent to each of the local government bodies for signature. A copy of the draft with all signatures will be returned to each local government.

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 continued participation of the Grand Island Police Department in the CANDO drug task force and have the Mayor sign the inter-local agreement.

Sample Motion

Move to approve the continued participation of the Grand Island Police Department in the CANDO drug enforcement task force and have the Mayor sign the inter-local agreement.

**Interlocal Cooperation Act Agreement
Compact for Apprehension of Narcotics Dealers and Offenders
C.A.N.D.O.**

Now on this _____ day of _____, 2008, this agreement is made and entered into by and between the following entities: Adams County Sheriff's Office, Buffalo County Sheriff's Office, Franklin County Sheriff's Office, Hall County Sheriff's Office, Kearney County Sheriff's Office, and Phelps County Sheriff's Office, all in the State of Nebraska, and the cities of Franklin, Grand Island, Hastings, Kearney, Minden and Holdrege, also all in the State of Nebraska. This Inter-local agreement shall be referred to as a compact, and more specifically, as the Compact for Apprehension of Narcotics Dealers and Offenders, (C.A.N.D.O.) The aforementioned members hereby enter into an inter-local agreement consistent with Neb. Rev. Statutes S13-802 et. seq. Laws 1963, c. 333, § 1, p. 1071; R.S.1943, (1983), § 23-2201; Laws 1991, LB 731, § 2; Laws 1996, LB 1177, § 14.

1. This agreement shall be made by and between the aforementioned political subdivisions of the State of Nebraska, and shall take effect on the date hereof and shall remain in effect until the C.A.N.D.O. project is terminated by mutual agreement of a majority of the participating members.
2. At any time during the operative dates of this agreement, any member of this compact that wishes to terminate its participation in the compact, may do so by providing written notice of such intent not less than thirty days prior to said termination date.
3. The purpose of this compact shall be to identify, investigate, apprehend and facilitate the prosecution of narcotics dealers and offenders in the compact region and within the jurisdictions of the aforementioned participating agencies. Specific attention will be directed at narcotic and drug activity that involves hand to hand or individual sales as well as illegal activities between the seller and their supplier. Narcotics offenses include those involving controlled substances as defined by Nebraska Statutes in S28-416 et seq.

Interlocal Cooperation Act Agreement
Compact for Apprehension of Narcotics Dealers and Offenders
C.A.N.D.O.

4. The Sheriff or Chief of Police for each of the participating member agencies will make up the C.A.N.D.O. Governing Board for the compact. The Governing Board will develop policies and procedures which govern the compact as well as direct the activities of the Officers and employees of the agencies as it pertains to the C.A.N.D.O. compact. The Governing Board will develop necessary forms for the recording and reporting of expenditures and hours committed to the activities of the compact. The Governing Board will develop an operating budget, and manage and approve expenditures of said budget; determine dues and see that an accounting of funds is made on a regular basis and kept current.
5. The compact will establish a committee which will consist of one person from each participating agency who will function as a C.A.N.D.O. Coordinator for the agency. The Governing Board will select and appoint a person from this group who will be designated Chief Coordinator who will administer the operations and actions of the committee under standard parliamentary procedures.
6. Each member agency of the compact will supply adequate manpower to assist in investigations of Narcotics violations and offenders within the jurisdictional boundaries of the compact members. Each member agency will provide manpower to assist in the investigations, execution of any search or arrest warrants and provide surveillance activities and provide court testimony as required.
7. It is the responsibility of each agency coordinator to promptly and accurately complete all required forms and reports and insure that these and investigatory reports are forwarded to the Chief coordinator in a timely and regular fashion.
8. Any sheriff, deputy sheriff, marshal, deputy marshal, police officer or peace officer employed by any Party shall have the power and authority to enforce the laws of the State of Nebraska and to perform the functions of his or her office anywhere within the geographic territory of any Party when acting or participating in a cooperative investigation or cooperative

**Interlocal Cooperation Act Agreement
Compact for Apprehension of Narcotics Dealers and Offenders
C.A.N.D.O.**

law enforcement activity at the request of any Party's Sheriff or Chief of Police or an authorized designee of any such Sheriff or Chief of Police.

9. At all times while acting or participating in a cooperative investigation or cooperative law enforcement activity, any such participating sheriff, deputy sheriff, marshal, deputy marshal, police officer or peace officer shall remain the employee of the Party supplying such officer. Each Party shall provide liability insurance and indemnification for its own personnel as provided in Neb.Rev.Stat. §13-1802.
10. Any seizure of property or funds and the distribution of those items resulting from an investigation by members of the C.A.N.D.O. compact will be returned to the respective jurisdiction consistent with State and Federal guidelines, regulations and laws.
11. Any modification of this agreement shall be in writing and signed by all active members of the compact.
12. Any and all resolutions passed by the governing political subdivisions of the participating agencies to this inter-local agreement, shall become a part of this agreement by reference and are hereto attached.

Adams County Board
Chairperson

Adams County Sheriff's
Office, Sheriff Gregg
Magee

Buffalo County Board
Chairperson

Buffalo County Sheriff's
Office, Sheriff Neil Miller

Franklin County Board
Chairperson

Franklin County Sheriff's
Office, Sheriff Jerry
Archer

Hall County Board
Chairperson

Hall County Sheriff's
Office, Sheriff Jerry
Watson

**Interlocal Cooperation Act Agreement
Compact for Apprehension of Narcotics Dealers and Offenders
C.A.N.D.O.**

Kearney County Board
Chairperson

Kearney County Sheriff's
Office, Sheriff Scott
White

Phelps County Board
Chairperson

Phelps County Sheriff's
Office, Sheriff Tom Nutt

City of Franklin, Mayor

City of Franklin Police
Chief Byron Detlefsen

City of Grand Island,
Mayor

City of Grand Island
Police Chief, Steve
Lamken

City of Hastings,
Administrator

City of Hastings Police
Chief, Larry Thoren

City of Kearney, City
Manager

City of Kearney Police
Chief, Dan Lynch

City of Minden,
Administrator

City of Minden Police
Chief, Jim Huff

City of Holdrege,
Administrator

City of Holdrege Police
Chief. Dennis DeMoude

RESOLUTION 2008-342

WHEREAS, The Compact for the Apprehension of Narcotic Dealers, CANDO, has been an effective drug enforcement task force in Central Nebraska, and

WHEREAS, the Police Department has been a member of the inter-local CANDO drug enforcement compact in cooperation with other local law enforcement agencies in central Nebraska for many years, and

WHEREAS, Federal grant funding for CANDO has been reduced to a level that is too small to be accepted by the compact agencies, and

WHEREAS, the CANDO member agencies have adopted new governing policies and procedures to continue operating as a municipal and county government inter-local drug task force, and

WHEREAS, a new inter-local agreement is needed to continue the drug enforcement efforts of the CANDO task force.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that that the Mayor be, and hereby is, authorized and directed to sign the Compact for the Arrest of Narcotic Dealers inter-local agreement :

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| November 24, 2008 | ☐ City Attorney |



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G15

**#2008-343 - Approving Interlocal Agreement for SCALES
Compact**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: December 2, 2008

Subject: SCALES Compact

Item #'s: G-15

Presenter(s): Steven Lamken, Police Chief

Background

The South Central Area Law Enforcement Services, SCALES, is a regional compact of municipal and county law enforcement agencies who have joined together to aid in investigations, provide resources to each other when needed and promote specialized training to increase the investigative skills of officers in the compact. The agencies participating in SCALES are: Adams County Sheriff, Hastings PD, Buffalo County Sheriff, Kearney PD, Hall County Sheriff and the Grand Island PD and the Dawson County Sheriff's Office.

The Phelps County Sheriff's Office, Holdrege Police Department, and Aurora Police Department have requested to join SCALES. The inter-local agreement is being changed to incorporate these new participating agencies.

Discussion

SCALES is a regional cooperative effort of law enforcement agencies to pool resources to assist each other when needed during major case investigations and major events. The Grand Island Police Department has been a member of SCALES for several years and the City has benefitted from the assistance of SCALES agencies. We have requested and received SCALES assistance in the investigation of in-custody deaths, officer involved shootings and during the Presidential visit. We have assisted other SCALES agencies with major case investigations and special events.

The Holdrege Police Department, Phelps County Sheriff's Office and the Aurora Police Department have joined the SCALES compact with the approval of their local governing bodies. The new agencies add additional resources into the compact and expand the level of law enforcement cooperation in the region. There is no budget impact upon the Police Department with the addition of the new agencies to the compact.

The interlocal agreement is being updated to incorporate the addition of the three law enforcement agencies to the SCALES compact..

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 interlocal agreement incorporating the addition of the Holdrege Police Department, Phelps County Sheriff's Office and Aurora Police Department to the SCALES Compact.

Sample Motion

Move to approve the new interlocal agreement incorporating the addition of Holdrege Police Department, Phelps County Sheriff's Office, and Aurora Police Department to the SCALES Compact and have the Mayor sign the inter-local agreement.

***ADDENDUM TO SCALES INTERLOCAL AGREEMENT FOR COOPERATIVE
LAW ENFORCEMENT SERVICES.***

WHEREAS, the Nebraska Counties of Adams, Buffalo, Hall and Dawson and the Nebraska Cities of Hastings, Kearney and Grand Island have entered into an interlocal agreement dated August 1st, 2006, for cooperative law enforcement services hereinafter referred to as “SCALES” a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the County of Phelps, the City of Holdrege and the City of Aurora desire to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 1st, 2006 and hereby signifies acceptance of the same; and

WHEREAS in consideration of Phelps County's, the City of Holdrege's and the City of Aurora's agreement to initially contribute to the cooperative undertaking provided for in SCALES, and agreed sum not to exceed \$4,500.00 for each individual agency, Adams, Buffalo, Hall and Dawson Counties and the cities of Hastings Kearney and Grand Island approve of Phelps County the City of Holdrege and the City of Aurora's request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities, and the payment of Phelps County, the City of Holdrege and the City of Aurora monetary contributions as stated above, the County of Phelps, the City of Holdrege and the City of Aurora in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all the same entitlement and obligations as the original parties to said agreement, with the exception of previously purchased equipment by the original agencies. In the event of liquidation of assets purchased before the date of this addendum, assets shall be sold and sums distributed equally amongst only the parties who originally paid for said assets. The County of Phelps, the City of Holdrege, and the City of Aurora, shall be entitled to full usage rights of all tangible property jointed owned by SCALES. Items purchased jointly after the date of execution date of this addendum, ownership shall be shared equally amongst all monetary contributing members of the SCALES organization.

Executed this _____ day of _____, 2008.

County of Phelps

By. _____
Chairperson
County Board
(Attest)

Phelps County Sheriff

Phelps County Clerk

Executed this _____ day of _____, 2008.

City of Holdrege

By: _____
Mayor
(Attest)

Chief of Police- Holdrege Police Dept.

City Clerk

Executed this _____ day of _____, 2008.

City of Aurora

By: _____
Mayor
(Attest)

Chief of Police- Aurora Police Dept.

City Clerk

Executed this _____ day of _____, 2008.

City of Grand Island

By: _____
Mayor

Grand Island Police Chief

(Attest)

Executed this _____ day of _____, 2008.

County of Hall

By: _____
Chairperson
County Board of Supervisors

Hall County Sheriff

(Attest)

Executed this _____ day of _____, 2008.

Executed this _____ day of _____, 2008.

City of Hastings

County of Adams

By: _____
Mayor

By: _____
Chairperson
County Board of Supervisors

Hastings Police Chief

Adams County Sheriff

(Attest)

(Attest)

Executed this _____ day of _____, 2008.

Executed this _____ day of _____, 2008.

City of Kearney

County of Buffalo

By: _____
Mayor

By: _____
Chairperson
County Board of Supervisors

Kearney Police Chief

Buffalo County Sheriff

(Attest)

(Attest)

Executed this _____ day of _____, 2008.

County of Dawson

By: _____
Chairperson
County Board of Supervisors

Dawson County Sheriff

(Attest)

R E S O L U T I O N 2008-343

WHEREAS, the South Central Area Law Enforcement Services , SCALES, compact has been an effective cooperative effort to share investigative and other resources in South Central Nebraska, and

WHEREAS, the Police Department has been a member of the inter-local SCALES compact in cooperation with other local law enforcement agencies in central Nebraska for several years, and

WHEREAS, the Police Department and City of Grand Island have benefited from the assistance of SCALES resources, and

WHEREAS, the Holdrege Police Department, Phelps County Sheriff's Office and Aurora Police Department have joined the SCALES compact, and

WHEREAS, an inter-local agreement is needed that includes the new member agencies in SCALES.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that that the Mayor be, and hereby is, authorized and directed to sign the South Central Area Law Enforcement Services, SCALES, inter-local agreement :

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| |
|--|
| Approved as to Form <input type="checkbox"/> _____ November 26, 2008 <input type="checkbox"/> City Attorney |
|--|



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G16

**#2008-344 - Approving Agreement with NE Game and Parks
Commission for Use of Heartland Public Shooting Facility for
Hunter Education Program**

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Department

Meeting: December 2, 2008

Subject: Approving Agreement with NE Game and Parks Commission

Item #'s: G-16

Presenter(s): Steve Paustian, Parks and Recreation Department

Background

The Heartland Public Shooting Park is offering hunter education classes at the facility. Several hours of instruction is included in this training. The training is designed to educate new hunters regarding safe firearm handling, sportsmanship, rules and regulations and other important items related to hunting and shooting in Nebraska.

Discussion

The Nebraska Game and Parks Commission has developed a program where the Commission will provide two boxes of ammunition to each successful participant in the hunter education program. This ammunition is provided with the understanding that it will be used to provide training while actually firing a shotgun. Instructors will be with these trainees and will use the live fire training to further the understanding of gun use and gun safety by the participants. In order to receive this ammunition from the Game and Parks Commission a hold harmless agreement must be signed by the City protecting the Game and Parks Commission.

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 allow the signing of the agreement to allow the Heartland Public Shooting Park to incorporate the live fire unit into its training program.

Sample Motion

Move to sign the agreement as presented by the NE Game and Parks Commission.

Contract

The above listed facility understands that shooting activities carry inherent risks that could include damage to property, persons, injury or even death and they agree that in the event of damage to property, personal injury or even death as the result of any action, they will hold harmless the Nebraska Game and Parks Commission, its agents, staff, volunteers, Commissioners and contract employees.

The listed facility shall not prevent attendance in violation of any federal or state law dealing with discrimination based on age, sex, national origin or disabilities.

It is understood that the facility listed will recruit, offer, entice, promote and encourage the graduate student to join, subscribe and/or use the facilities at individual cost for additional practice of shooting skills, application of knowledge of shooting techniques and continued usage of the facility for legal purposes, but this shall not be a condition on using the facility by the graduated student for this program.

The facility agrees to use, encourage, instruct and promote the specific skills and knowledge from the Nebraska Hunter Education programs. The facility may, for safety reasons, promote, enhance or modify safety rules for use of the facility.

I have read and understand the Nebraska Game and Parks Commission, Hunter Education Programs, "Enhancement of live-firing opportunities Program manual," and _____ agree to provide the use of

Legal - Name of the facility
in accordance with the guidelines found in this manual.

For the Facility:

Signed X _____, Title _____,

Date _____

For the Commission:

Signed X _____, Title: Hunter Education Coordinator,

Date _____

RESOLUTION 2008-344

WHEREAS, the City of Grand Island desires to provide live-firing opportunities for hunter education participants at the Heartland Public Shooting Park; and

WHEREAS, it is anticipated that funding for ammunition will be provided by the Nebraska Game and Parks Commission; and

WHEREAS, an agreement with the Nebraska Game and Parks Commission is required to proceed with this project, known as For Enhancement of Live-firing opportunities of Hunter Education Program Students; and

WHEREAS, state funds will provide two boxes of shotgun shells for each participant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Game and Parks Commission is hereby approved for the enhancement of hunter education at the Heartland Public Shooting Park.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item I1

#2008-345 - Approving Request from Bosselman, Inc. dba Pump & Pantry #42, 1235 Allen Drive for a Class “B” Liquor License and Liquor Manager Designation for Susan McAfee, 1863 7th Avenue, Dannebrog, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2008-345

WHEREAS, an application was filed by Bosselman, Inc. doing business as Pump & Pantry #42, 1235 Allen Drive for a Class "B" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on November 22, 2008; such publication cost being \$14.91; and

WHEREAS, a public hearing was held on December 2, 2008, for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: _____

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Susan McAfee, 1863 7th Avenue, Dannebrog, Nebraska as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| November 25, 2008 | ☐ City Attorney |



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item J1

Approving Payment of Claims for the Period of November 19, 2008 through December 2, 2008

The Claims for the period of November 19, 2008 through December 2, 2008 for a total amount of \$2,852,523.83. A MOTION is in order.

Staff Contact: David Springer