
City of Grand Island



Tuesday, October 18, 2011
Study Session Packet

City Council:

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

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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, October 18, 2011

Study Session

Item -1

Discussion Concerning US Highway 281 Sanitary Sewer Extension

Staff Contact: John Collins

Council Agenda Memo

From: John Collins, Public Works Director

Meeting: October 18, 2011

Subject: Discussion Concerning US Highway 281 Sanitary Sewer Extension

Item #'s: 1

Presenter(s): John Collins, Public Works Director
Terry Brown, Manager of Engineering Services
Chad Nabity, Regional Planning Director

Background

At the January 4, 2011 Study Session the City Council was informed of an interest by businesses along US Highway 281 near the Interstate 80 interchange about extending City sanitary sewer to serve their property.

On January 11, 2011 City Council approved Mayor Vavricek to sign a "Letter of Intent" to the Nebraska Department of Environmental Quality (NDEQ) declaring the City's willingness to negotiate a public/private project with these businesses to extend City sanitary sewer south along US Highway 281.

The May 17, 2011 Study Session provided an update to the City Council regarding several meetings that were conducted between the City and the interested parties.

Discussion

City Council approved a sanitary sewer district in the Wildwood Subdivision on September 27, 2011. This district will give support to the sanitary sewer extension south along US Highway 281 to Interstate 80.

The City is being granted \$350,000 from a settlement between JBS and NDEQ from September 2011, which must be applied to this sanitary sewer extension.

The sanitary sewer extension south along US Highway 281 to Interstate 80 will help to foster growth of the City towards the interstate and provide for future development.

Conclusion

This item is presented to the City Council in a Study Session to allow for any questions to be answered and to create a greater understanding of the issue at hand.

It is the intent of City Administration to bring this issue to a future council meeting for the approval to proceed with an Interlocal agreement between the City, the I-80 businesses and Nebraska Game & Parks for this sanitary sewer extension, as well as approval to apply the \$350,000 from the JBS settlement towards this extension.

CITY OF

Grand Island

NEBRASKA

PUBLIC WORKS

Sewer Extension Along U.S. Highway 281

This is a draft of the presentation. A final draft will be posted to the City's website on Tuesday. You can access that by going to the City's website at www.grand-island.com, under City Council from the "Your Government" drop down menu, and selecting the *City Council Study Session Presentations* tab.

USA Inns and Highway Hotels

Wastewater treatment plants were at the end of their life








Order from NDEQ to replace systems



History

- 🇺🇸 Fall 2010 I-80 businesses request that the City consider extending sewer along U.S. Highway 281
- 🇺🇸 January 2011 Study session held by Council to consider the request
- 🇺🇸 Decision by Council for staff to meet with property owners to discuss the possibilities with a report back in May 2011
- 🇺🇸 Report in May 2011 that this is a complex issue that would take more time

History Continued

-  Weekly meetings with stake holders
-  Meetings with NDEQ regarding funding options
-  Discussion with Doniphan
-  Discussion with Bosselmans
-  Discussion with Nebraska Game and Parks (Mormon Island)
-  JBS Settlement September 2011
 -  (\$300,000 + \$50,000)

Stake Holders

- 🇺🇸 Quality Inn, Days Inn, Arby's (Highway Motels Inc)
- 🇺🇸 USA Inn (Pragya Inc)
- 🇺🇸 Diamond Truck Wash
- 🇺🇸 Fred Bosselman
- 🇺🇸 Sapp Brothers
- 🇺🇸 Nebraska Dept of Environmental Quality
- 🇺🇸 Nebraska Game and Parks
- 🇺🇸 Nebraska Peterbuilt
- 🇺🇸 City of Grand Island



Financing Options Proposed

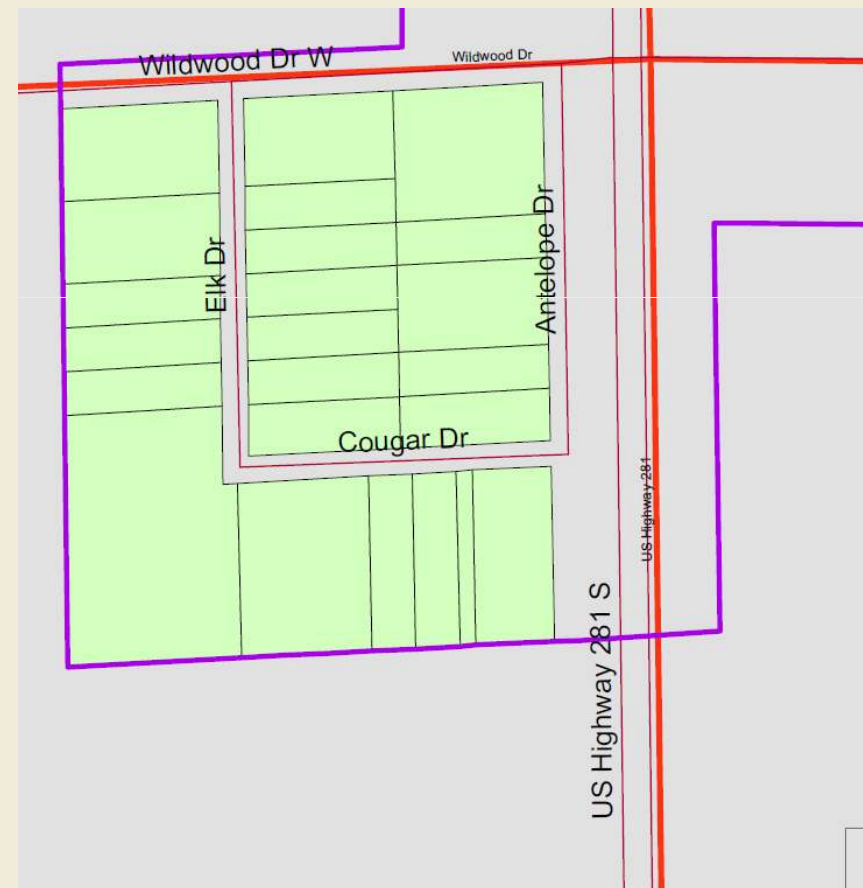
- Assessment District for Wildwood Subdivision approved 9-27-11
- State sewer revolving loan fund up to 20 years at 3.5% interest
 - Can be used for City funded portions or SID funded portions
- Tap District
- Sanitary Improvement District (SID)

Sanitary Improvement District (SID)

- 🇺🇸 An SID is a voluntary association of property owners outside of the municipal limits of a City that join together to provide common infrastructure or services such as sewer, water, streets and electrical lines
- 🇺🇸 Members of the SID pay for the improvements through an annual assessment based on the taxable valuation of the property

Assessment District

- Wildwood Subdivision
south of Wildwood
Road and west of U.S.
Highway 281



CITY OF

Grand Island

NEBRASKA

PUBLIC WORKS

Assessment District

- 🌊 \$655,000 of cost assessed to property owners
- 🌊 \$245,000 (Crossing 281 and oversizing covered by Wastewater Utility)



Tap District

- Gravity flow sewer extending from south of Wildwood Subdivision to the north channel of the Platte River
- 53 properties that will benefit
- Diamond Truck Wash has immediate need



Tap District

- 🇺🇸 \$1,093,000 cost
- 🇺🇸 Maximum payment
\$76,838 per year State
Revolving Loan Fund
- 🇺🇸 Loan could be paid as
people tap into service



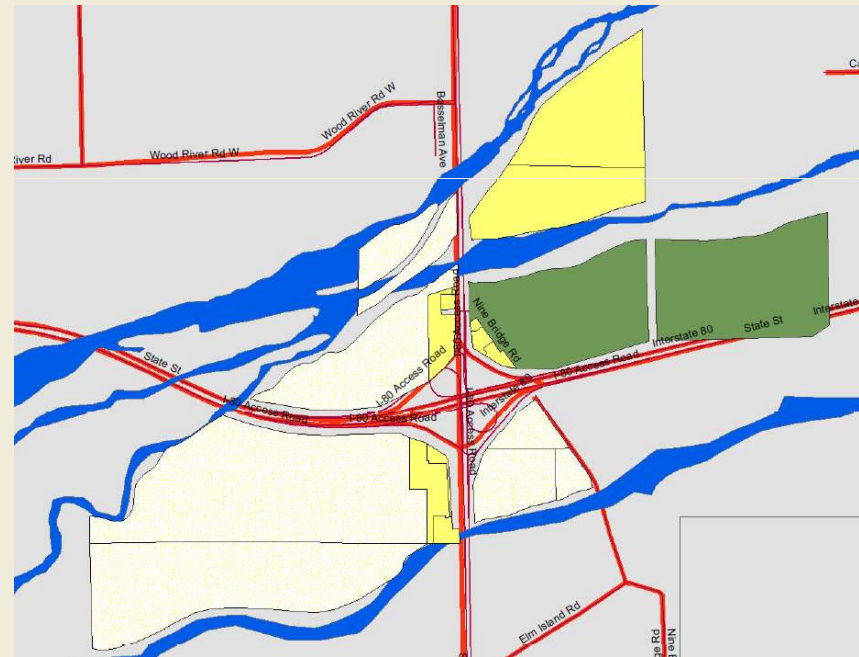
Tap District

- 🇺🇸 Bosselmans has lots that front on 281
- 🇺🇸 Bosselmans has property north of Wood River Road they plan to develop
- 🇺🇸 Wastewater revenues will increase with customer base



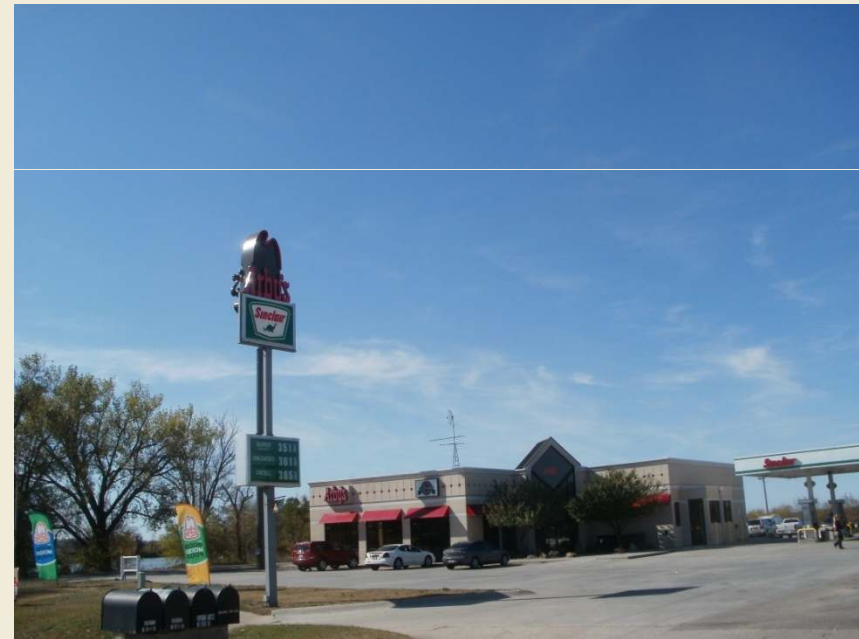
SID 1

- Force main extending from the north channel of the Platte River to the Arby's/Quality Inn properties.
- Mormon Island would be able to expand camping availability by 50 to 75 spots



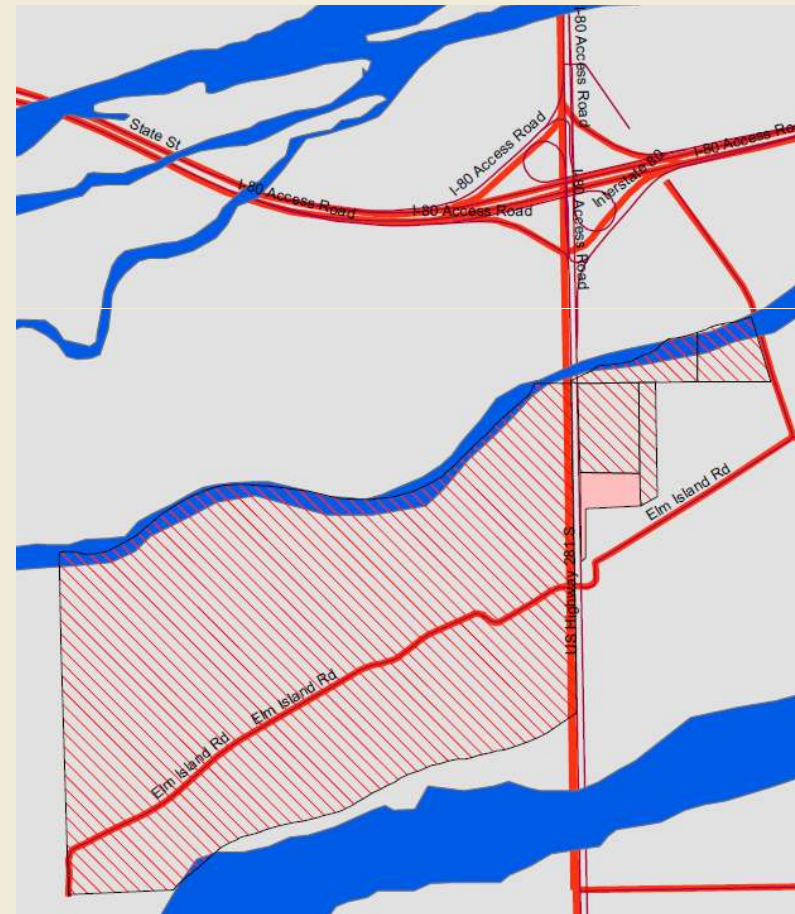
SID 1

- 🌐 \$850,950
- 🌐 \$59,519 per year payment
- 🌐 Estimated sewer revenues of _____ per year



SID 2

- Force main or gravity main extending from Arby's/Quality Inn to Nebraska Peterbuilt



CITY OF

Grand Island

NEBRASKA

PUBLIC WORKS

SID 2

🇺🇸 \$338,000


🇺🇸 \$23,676 annual payment




SID Structure

SID 1

 Arby's

 Days Inn

 Quality Inn

 USA Inns

 Sapp Brothers


 Midwest Carrier

 Nine Bridge Restaurant

SID 2

 Nebraska Peterbuilt

Agreement and Interlocal Structure

 City of Grand Island
will have interlocal
agreements with:

 NE Department of
Environmental Quality

 NE Game and Parks

 SID 1

 SID 2

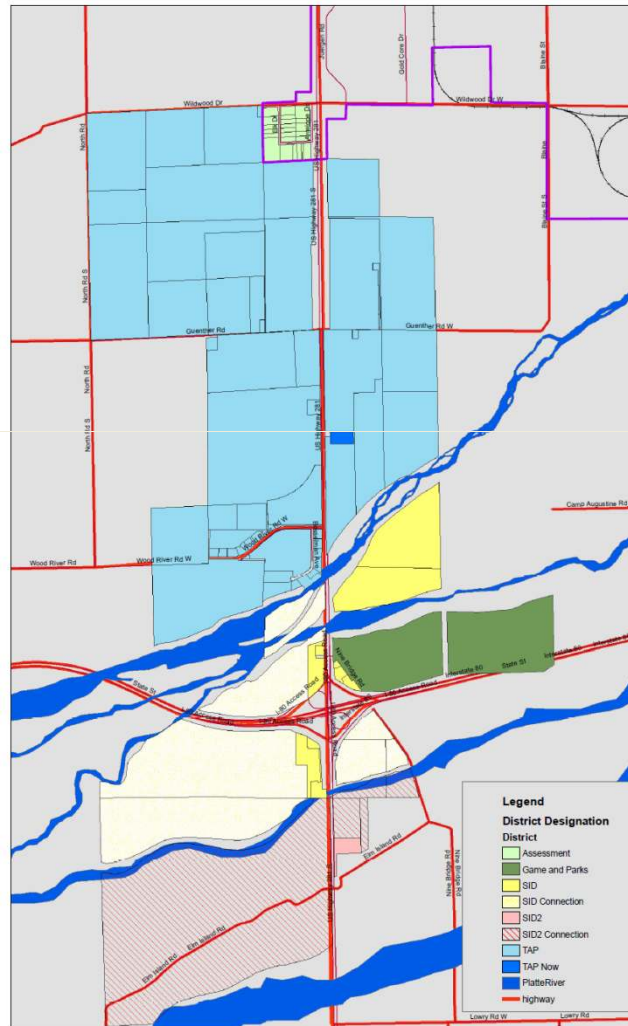
 Future

 Doniphan

 Others to the south

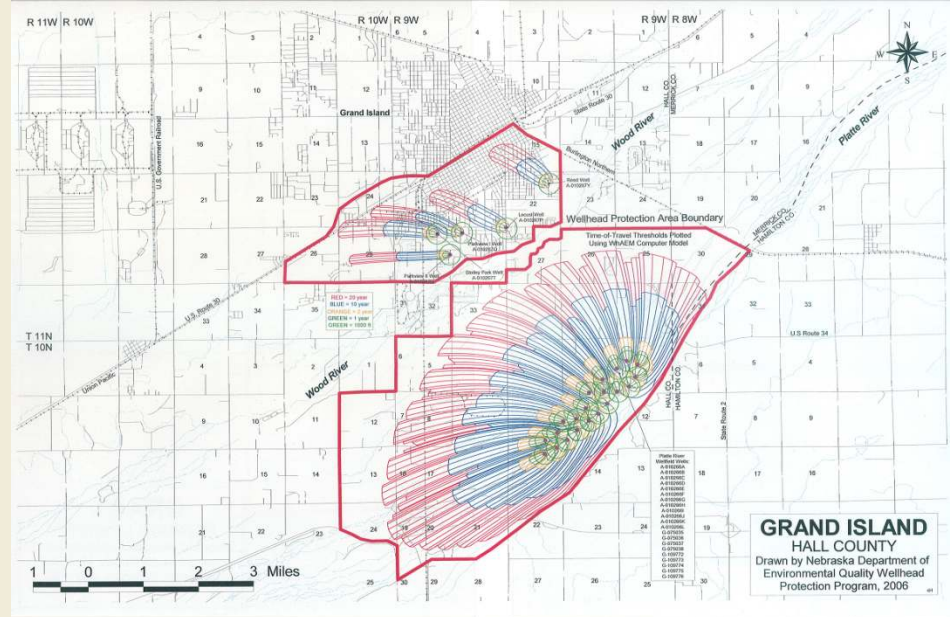
CITY OF Grand Island NEBRASKA

PUBLIC WORKS



Drinking Water

- Ground and surface contamination
- Municipal water supply is 2 miles downstream from U.S. Highway 281



Wastewater Replacement Schedule

- Wastewater treatment systems have a 20 year design life
- Bosselman Travel Center upgraded their system in approximately 2000
- USA Inns and Highway Hotels are required to rebuild their systems now

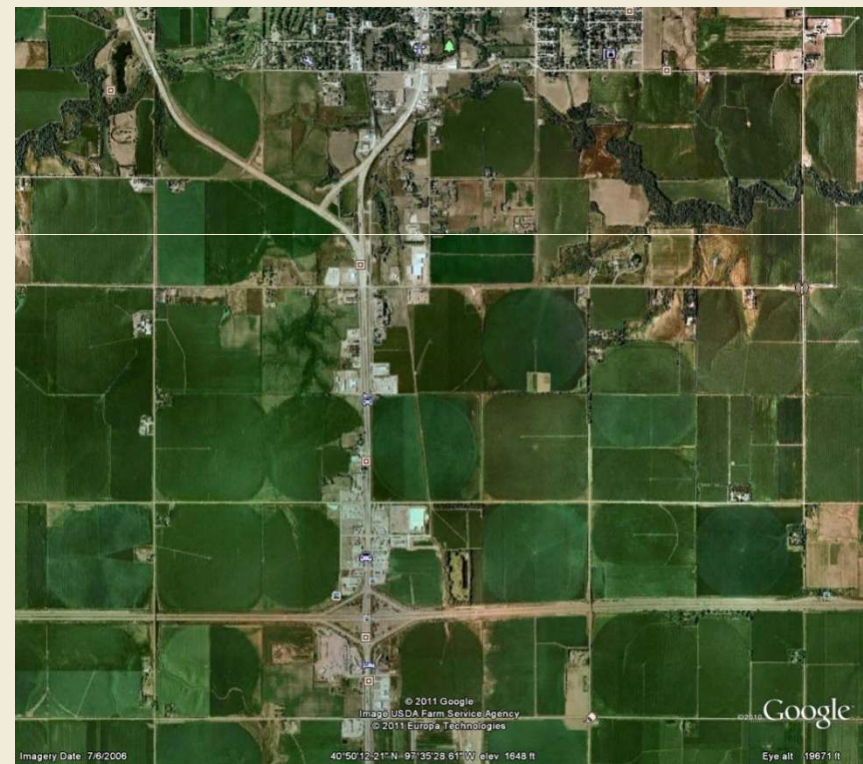
Benefits

- 🌊 Fosters growth toward I-80
- 🌊 Provides for future development
- 🌊 Additional customer base for Wastewater Department
Provides a beneficial waste stream
- 🌊 Protects City water supply from contamination
- 🌊 Preserves businesses at Grand Island's front door on
Highway 281
- 🌊 Cities that have invested in infrastructure toward the
Interstate have seen development as a result

York 1993



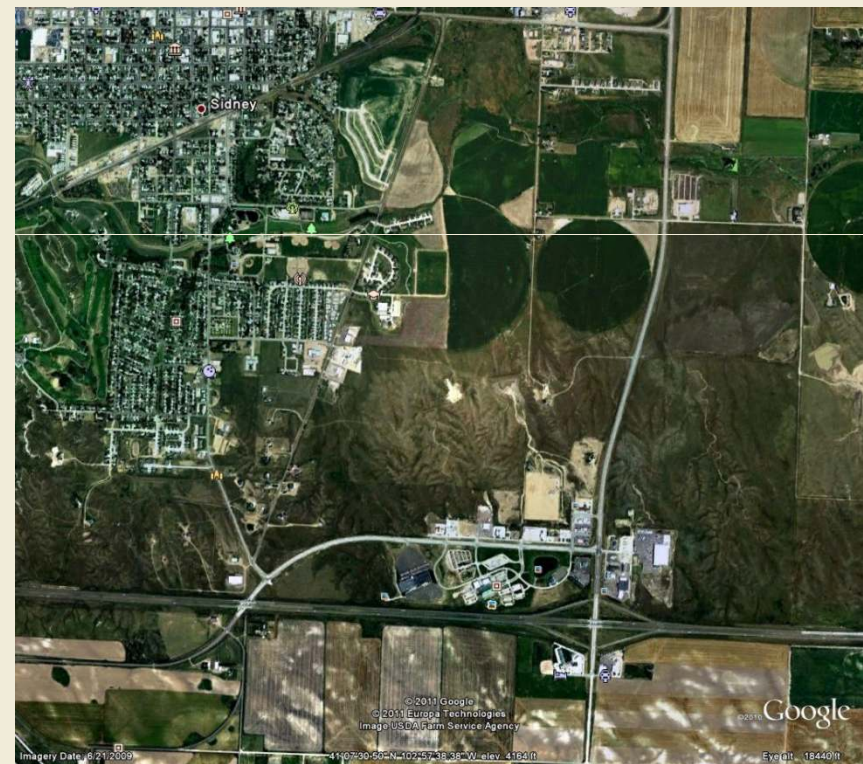
York 2011



Sydney 1993



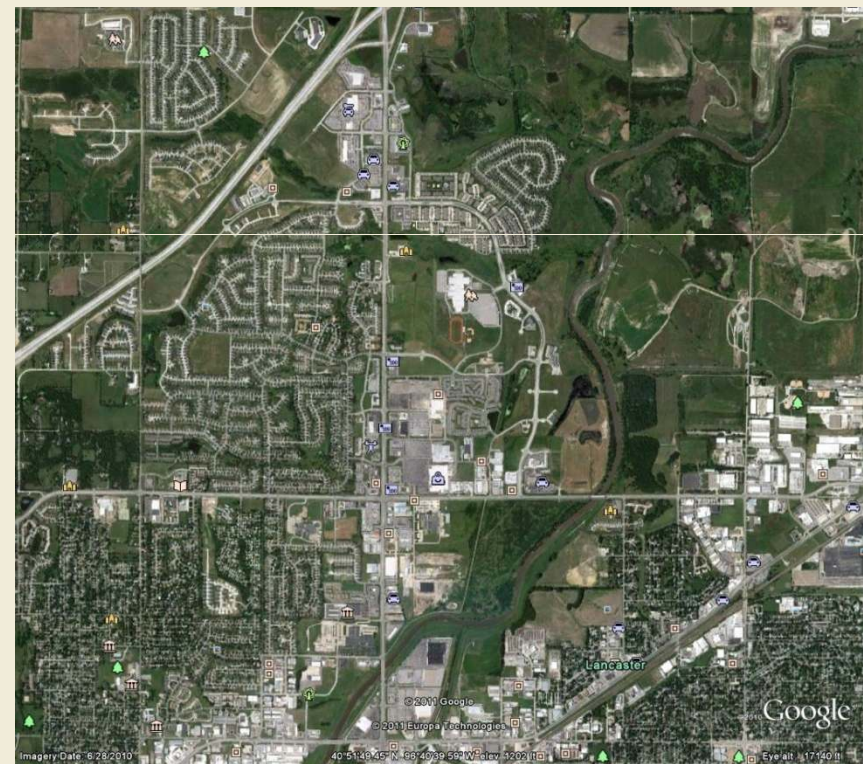
Sydney 2009



Lincoln 1993



Lincoln 2010



Grand Island 1993



Grand Island 2009



Platte Valley Industrial Park 1993



Platte Valley Industrial Park 2009



Without Extending Sewer

- 🇺🇸 New private treatment facilities may be built
- 🇺🇸 I-80 frontage businesses may shut down
- 🇺🇸 The other I-80 businesses and Bosselman's appear to be on counter cyclical periods of investment in sewer infrastructure
- 🇺🇸 The opportunity to share the cost of this project and gain immediate customers will be lost
- 🇺🇸 Ability to create a regional sewer system will be lost

If Sewer is Extended

- 🌐 The City invests in future development with the expectation that it will be paid back for the investment
- 🌐 The Wastewater Utility gains new customers
- 🌐 Existing businesses at I-80 and U.S. Highway 281 can continue to operate and redevelop
- 🌐 Properties along U.S. Highway 281 are more likely to develop


Summary

- 🇺🇸 A partnership to build this sewer line between the existing businesses at I-80, the Nebraska Game and Parks, the Nebraska Department of Environmental Quality and the City of Grand Island will preserve the 281 entrance to the City and encourage additional growth and development while protecting the environment and the City water supply.

Summary

 Assessment District \$900,000

 Approved on September 27, 2011

 Tap District \$1,098,565

 SID 1 \$850,950

 SID 2 \$338,500

 Total Cost of Project \$3,188,015

 Annual City Commitment \$76,850 with a first payment in 2014 or 2015

Where to apply the \$350,000

- Assessment District

- Tap District

- Recommended

 - Apply \$245,000 to Assessment District

 - Apply \$105,000 to the loan for the Tap District

[Map](#)



City of Grand Island

Tuesday, October 18, 2011

Study Session

Item -2

Discussion Concerning Redistricting of City Council Wards

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 18, 2011

Subject: Redistricting City Council Wards

Item #'s: 2

Presenter(s): Chad Nabity, AICP

Background

At the August 23, 2011 meeting the Grand Island City Council approved Mayor Jay Vavricek's appointments by to serve on a redistricting committee. The charge of this committee is to examine the existing City Council ward boundaries and to make a recommendation to the City Council about redrawing these boundaries to best equalize the population in each ward based on data provided by the 2010 U.S. Census of Population and Housing. In a representative democracy each member of the legislative body (City Council) should represent approximately the same number of people in the community to preserve the concept of equality (one person, one vote.) Generally, the equal-population requirement for state legislative and other districts is satisfied as long as the population of the smallest district and the population of the largest district do not vary by more than 10 percent.

Discussion

Every 10 years, following the U.S. Census of Population and Housing, governments at all levels have the responsibility to examine their voting districts to ensure that our representative form of government is equally representing the citizens.

Based on the 2010 Census each ward would ideally represent 9,704 people. The Census counts people, not voters, so districts need to be split based on the number of people in each district. Another reason to count people instead of voters is to insure that children are equally represented. They are a constituency that is entitled to representation but without the ability to vote.

The population of the wards as currently drawn is as follows:

Ward 1	10743
Ward 2	9432
Ward 3	8949
Ward 4	10012
Ward 5	9374

The City of Grand Island Redistricting Committee included the following members:

Hall County Republican Designee	Jerry Piccollo
Hall County Democrat Designee	Glen Murray
Hall County Independent Designee	Gary Rosacker
Community Youth Council Member	Alex Wirth
Community Youth Council Member	Ashley Bykerk
City Council Representative	Bob Nieman
City Council Representative	Linna Dee Donaldson
At Large Community Representative	Anita Lewandowski Brown
Staff Member (Chairman)	Chad Nabity

The members of this committee along with Pat Larson, the Grand Island GIS Coordinator and Dale Baker, the Hall County Election Commissioner met and used the GIS system to try a variety of different options for Council wards that would achieve the population goals and minimize the number of ballot faces that need to be printed at election time.

Attached you will find several maps. The first map shows the existing Council wards and the population of each ward as identified above.

The second map shows the committee recommendation for new ward boundaries and the population of each ward. The dark lines on the map represent the current ward boundaries. No sitting Council members will be moved from their district with the new boundaries as proposed.

The third map shows the ward boundaries and populations as they would be if the areas under consideration for annexation are approved by the City Council.

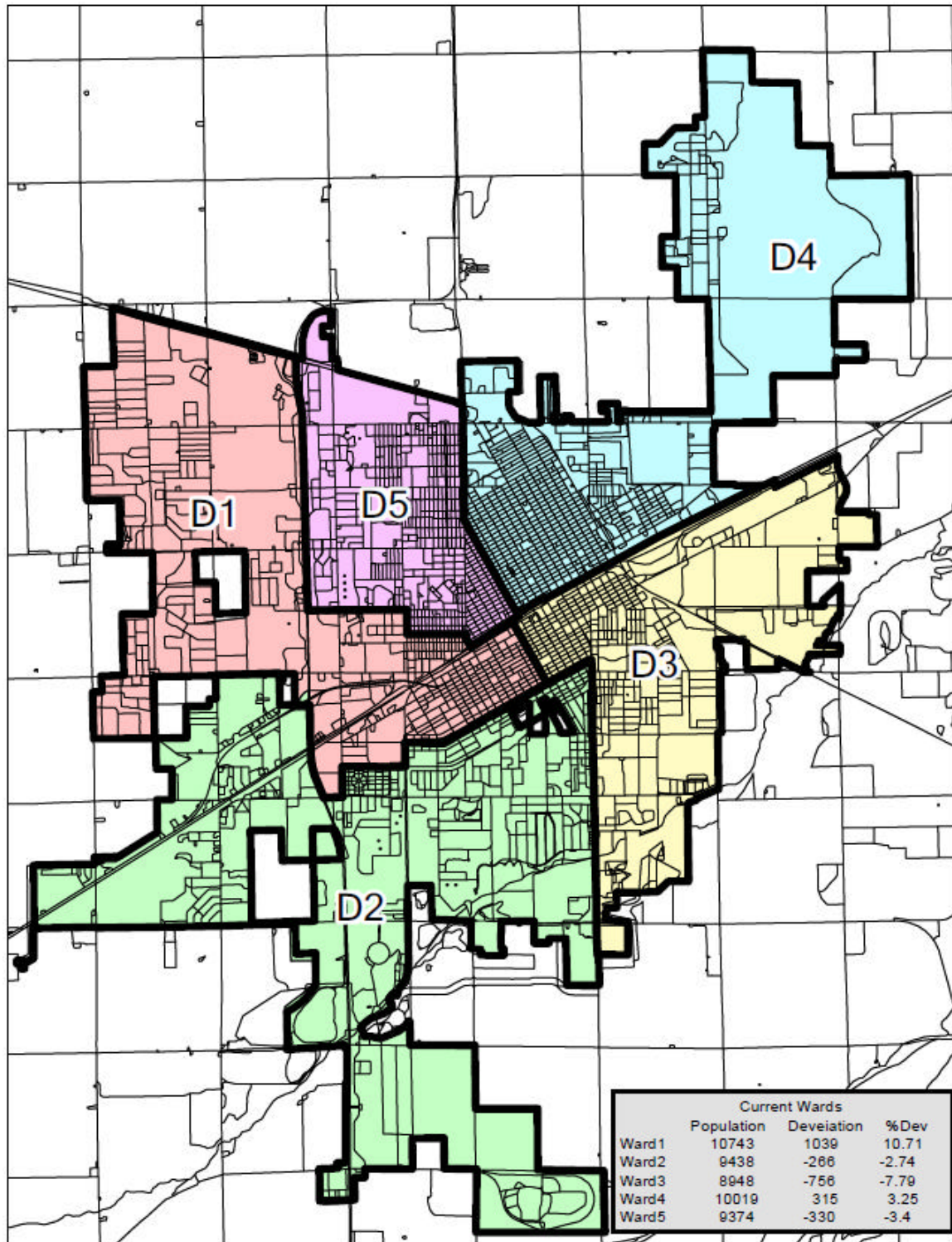
Even if the annexations do not proceed the new ward boundaries will comply with both the intent and letter of the law regarding redistricting. The Committee is recommending that Council approve the new wards as proposed.

City Staff including GIS Coordinator Pat Larson and Planning Director Chad Nabity will be available at the Study Session to demonstrate the methods used to create the new wards and Council will, if they wish, be able to make or suggest modifications to the ward boundaries.

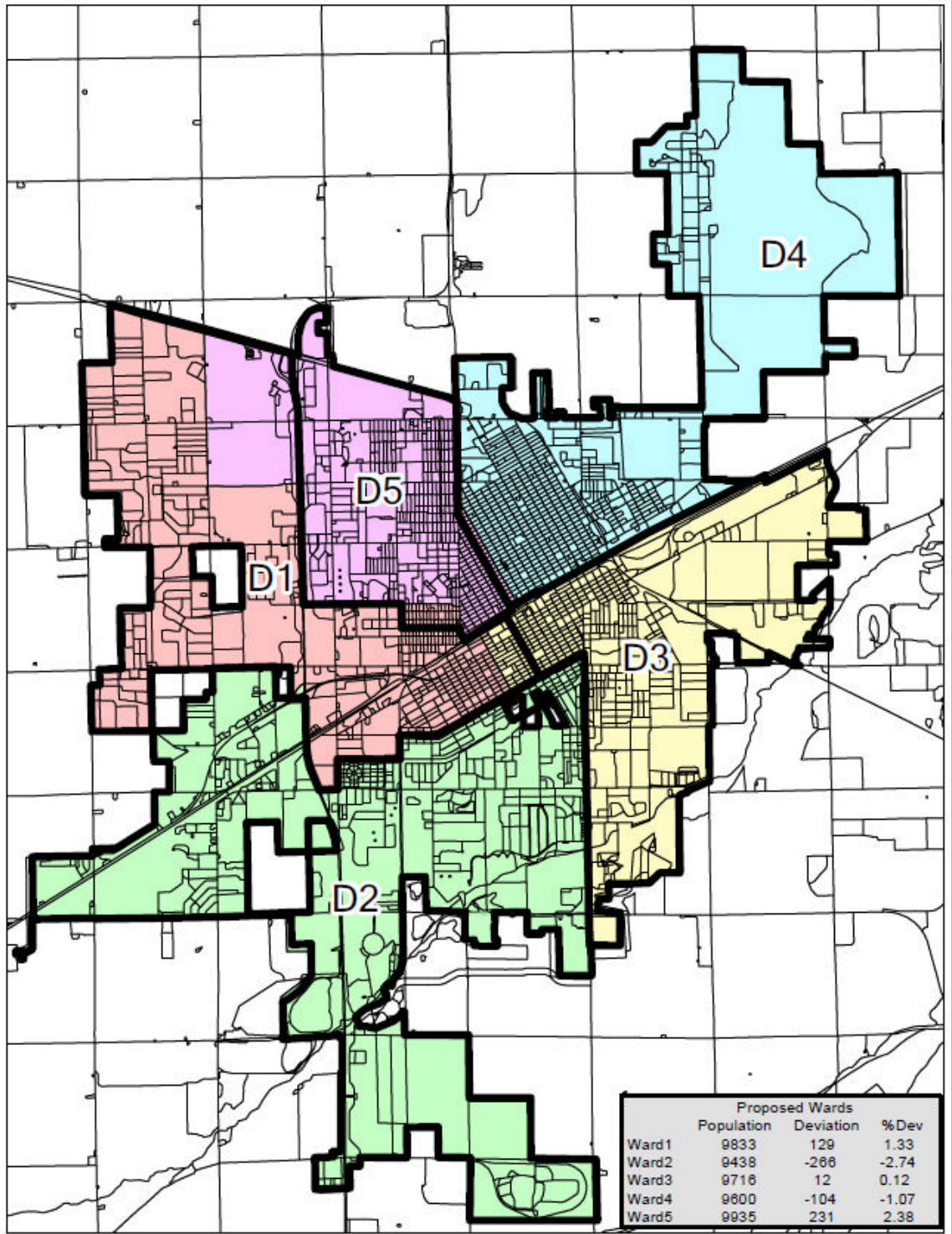
Conclusion

This item is presented to the City Council in a Study Session to allow for any questions to be answered and to create a greater understanding of the issue at hand.

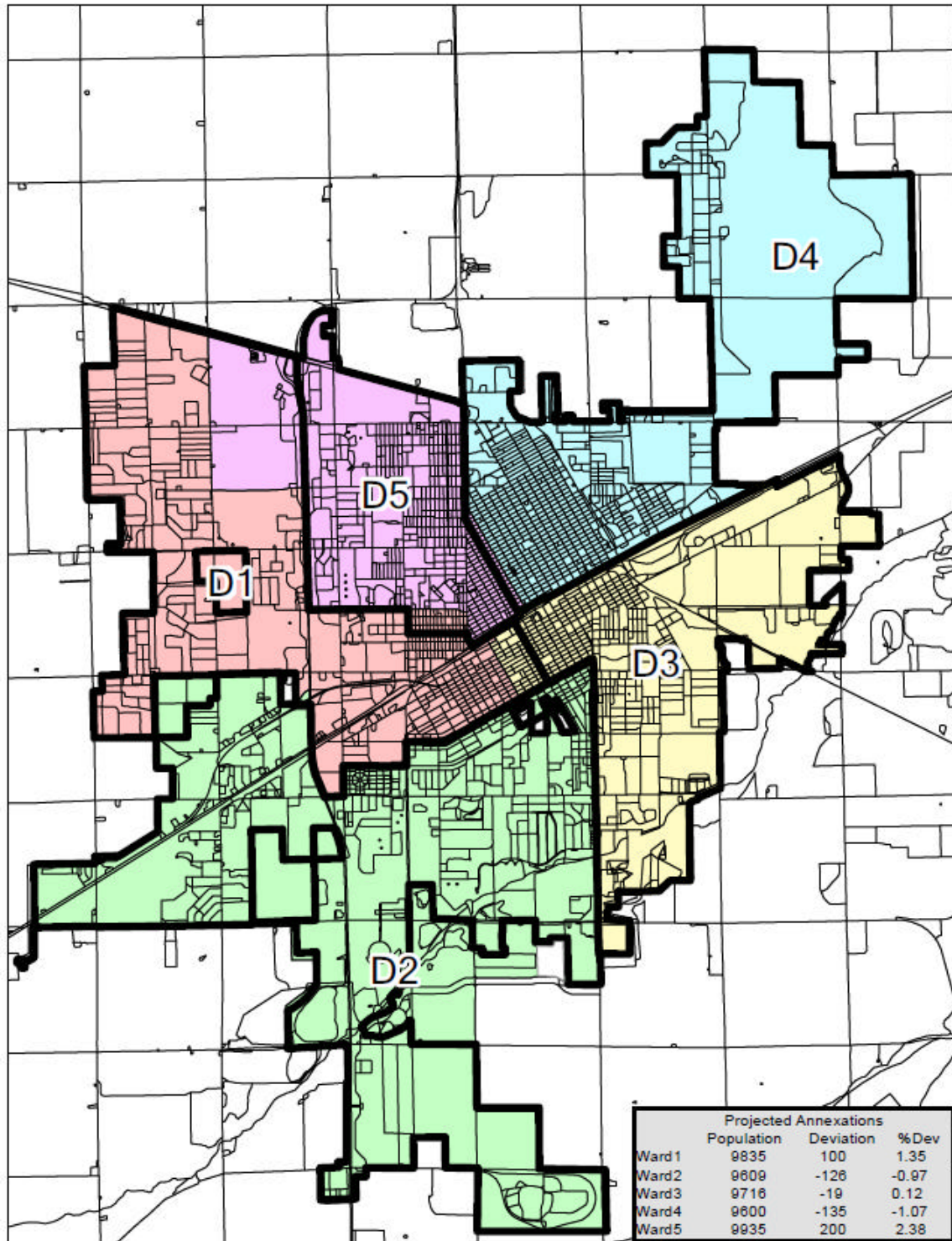
It is the intent of City Administration to bring this issue to a future council meeting for the purpose of passing an ordinance to define the City Council wards in accordance with state statutes and good public policy.



Current City Council Wards and Population based on 2010 Census



Proposed Changes to the Grand Island City Council Wards without areas considered for Annexation



Proposed City Council Wards and Population with Potential Annexation Areas



City of Grand Island

Tuesday, October 18, 2011

Study Session

Item -3

Update Concerning the Racquet Center

Staff Contact: Steve Paustian

Council Agenda Memo

From: Todd McCoy, Recreation Superintendent
Meeting: October 18, 2011
Subject: Racquet Center Update
Item #'s: 3
Presenter(s): Steve Paustian, Parks and Recreation Director

Background

The Racquet Center is located at 2204 Bellwood Drive. It is a City owned facility that is currently leased to the Grand Island Tennis Association to provide tennis opportunities to the public. The Tennis Association lease is currently in year one of a five year agreement.

Discussion

In the lease agreement with the City the Tennis Association promises three phases of improvements to the facility. The first phase of improvements have been complete which include: removing the indoor soccer area, repairing insulation, upgrading lighting, resurfacing courts, fixing water drainage issues, and updating heating units. Phases two and three are due to be completed by 2013 and 2015.

Conclusion

This item is presented to the City Council in a Study Session to allow for any questions to be answered and to create a greater understanding of the issue at hand.

CITY OF

Grand Island







NEBRASKA

PARKS &
RECREATION




Racquet Center Background

- 🇺🇸 1984 City acquired Racquet Center from private group for the amount of back taxes owed, approximately \$30,000.
- 🇺🇸 Until 1993 the Parks and Recreation Administrative office was located at the Racquet Center.
- 🇺🇸 From 1997 to 2010 the Health-Plex Fitness Center leased the facility for \$1 annually to offer indoor tennis and later soccer.

-  The Grand Island Tennis Association expressed interest in managing and updating the facility.
-  On June 1, 2010 the Tennis Association began operating the facility under a five year agreement with the City.
-  In the agreement the Tennis Association
 -  Pays the City \$1 per month
 -  Is responsible for utility bills, repairs, and general upkeep.
 -  Agrees to keep tennis as the main focus and maintain tournaments and leagues.

Tennis Association Facility Updates

 In the agreement the Tennis Association promised to updated the facility in a series of phases.

Phase 1 (2010): Remove indoor soccer court, repair insulation as required, replace lights with new energy-efficient lighting, remove heating and air-conditioning units, resurface two courts, remodel office area, add daycare area, purchase new sign, and address drainage issue around building.

Phase 2 (by 2013): Resurface two courts (done), build four new lighted outdoor courts on property, build unisex bathroom with outside access, and rework locker rooms with updated showers and lights.

Phase 3 (by 2015): Build one additional outdoor court adjacent to current north courts, resurface the two existing outdoor courts, and build viewing area above lobby.

CITY OF

Grand Island

NEBRASKA

PARKS &
RECREATION

Completed Improvements

2005



2011



CITY OF

Grand Island

NEBRASKA

PARKS &
RECREATION

Lobby

2005



2011



CITY OF

Grand Island

NEBRASKA

PARKS &
RECREATION

Lounge

2005



2011



CITY OF

Grand Island

NEBRASKA

PARKS &
RECREATION

Indoor Tennis Courts

2005



2011



CITY OF

Grand Island

NEBRASKA

PARKS &
RECREATION

Soccer to Tennis

2005



2011



CITY OF

Grand Island

NEBRASKA

PARKS &
RECREATION

Lights & Heat

2005



2011



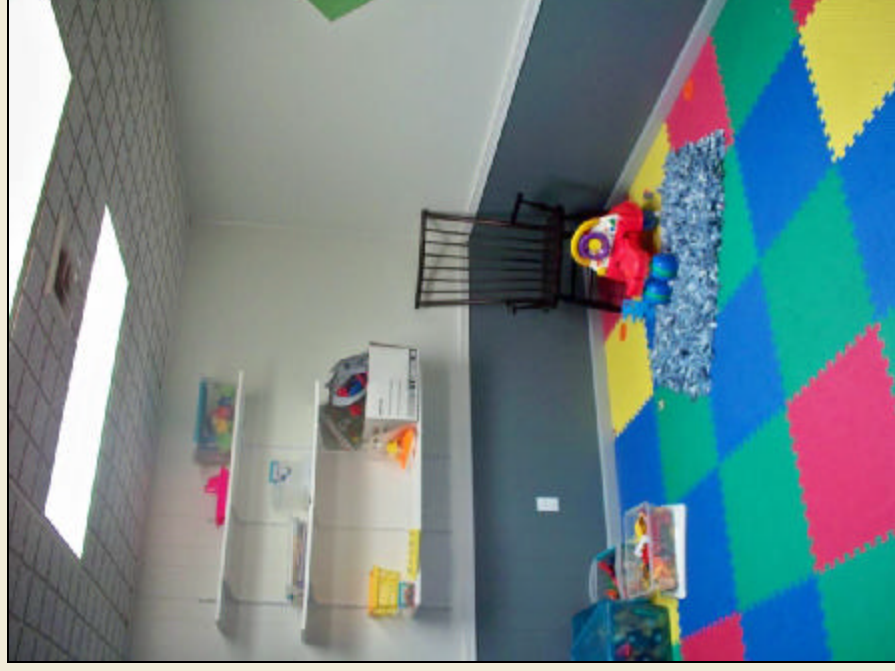
CITY OF

Grand Island

NEBRASKA

PARKS &
RECREATION

Other Improvements



LEASE AGREEMENT

This Lease Agreement made between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter called the "Lessor" and the **GRAND ISLAND TENNIS ASSOCIATION**, hereinafter called the "Lessee".

WITNESSETH:

I.

That, in consideration of the covenants herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby demise and lease unto the Lessee all that tract and parcel of land and improvements described as the Grand Island Racquet Center located at 2204 Bellwood Drive, Grand Island, Hall County, Nebraska.

To have and to hold said premises unto Lessee for a term of five (5) years beginning June 1, 2010. It is expressly understood and agreed by and between the parties that either party shall have the absolute right to provide to the other party ninety (90) days written notice to terminate the lease without any cause, at any time during the five (5) year period.

Lessee shall pay as rent therefore the sum of One Dollar (\$1.00) per month due and payable beginning on the first day of June, 2010, and on the first day of each month thereafter.

II.

The Lessee, for themselves, does hereby covenant with the Lessor:

- a. That the Lessee will pay the said rent at the times and the manner aforesaid, except only in the case of fire or other unavoidable casualty as hereinafter provided.
- b. The Lessee will not allow for any liens or encumbrances to be placed upon the property or improvements of the Lessor.
- c. The Lessee shall provide a comprehensive general public liability insurance policy in the amount of at least One Hundred Thousand Dollars (\$100,000.00) for one person of Three Hundred Thousand Dollars (\$300,000.00) for any one accident involving injury to more than one person, and property damage of not less than Fifty Thousand Dollars (\$50,000.00) for any one accident. The Lessee shall list the Lessor as an additional insured on its general public liability insurance policy.
- d. The Lessee will promptly pay for all utility bills which may become payable during the continuance of this Lease Agreement for all utilities used on said premises.

- e. The Lessee will keep the building and premises, including the plumbing and heating and air conditioning in good repair, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted.
- f. The Lessee will not injure, overload or deface or suffer to be injured, overload or deface the premises or any part thereof.
- g. The Lessee will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the State or any ordinance of the City now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or effect any insurance on the said building or to be placed upon the building except such as Lessor shall in writing approve.
- i. The Lessee shall not assign, sublet or part with the possession of the whole or any part of the leased premises without first obtaining the written consent of the Lessor.
- j. The Lessor, at any reasonable time, may enter to view the premises and to make repairs which the Lessor may see fit to make, or show the premises to persons who may wish to lease or buy the premises as Lessor may see fit.
- k. That at the expiration of said term, the Lessee will peaceably yield up to the Lessor the premises and all improvements made upon the same, in good repair in all respects, reasonable use and wear and damage by fire or unavoidable casualties excepted, as the same now are and may be put in by the parties.
- l. No consent, express or implied by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same or any other covenant.
- m. Lessee will provide a telephone line to the facility. If Lessee chooses to install an alarm system, Lessee will provide the alarm monitoring service.

III.

It is also agreed, that in case the leased premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, and so that the premises cannot be rebuilt or restored by the Lessor within one hundred twenty (120) days thereafter, then and in that case this Lease Agreement shall end.

IV.

Lessee agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Lease Agreement, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin or ancestry. The Lessee further agrees to maintain a drug free environment at all times on the leased premises. Breach of this covenant may be regarded as a material breach of the Lease Agreement.

V.

Lessee agrees that tennis shall remain the main focus of the Racquet Center and to maintain an appropriate schedule of tournaments and leagues.

The Lessee agrees that in the summer of 2010 it shall:

- Remove indoor soccer walls and turf, and all other soccer apparatus;
- Repair and install insulation as required due to wear and tear;
- Replace lighting throughout the building with new, energy-efficient lighting, and install indirect heating units between courts;
- Remove twenty-four (24) inefficient heating units and eight (8) non-functional air-conditioning units currently mounted above the court areas;
- Resurface both west courts in a U.S. Open blue/green format and replace black curtains with new blue curtains. Install new net posts and new nets. Install player benches between courts;
- Purchase new phone system, desktop computer, and printer for the office, and arrange one empty office as a day-care area;
- Purchase a new sign for the racquet center;
- Address drainage issue to redirect water to sides of the building;

The Lessee further agrees that in the summer of 2013, it shall:

- Resurface existing two east indoor courts in U.S. Open blue/green;
- Build four (4) new lighted outdoor courts on the west side of the Racquet Center, including fencing and benches for the players;
- Build a unisex bathroom at the back of the center, with outside access via a keypad. Use existing apparatus in the non-functional Jacuzzi/storage area. Install sidewalk lighting;
- Rework both men's and women's locker rooms with updated showers and new lighting.

Lessee agrees that it shall be responsible for all landscape maintenance, including all mowing; and, furthermore, including all snow removal. Any landscaping modifications may be performed by Lessee upon obtaining written consent from the Director of the Parks and Recreation Department.

VI.

The Lessee shall establish the fees that shall be proposed to be adopted by the City Council for the City of Grand Island, and Lessee agrees to honor and abide by those fees in all uses of the facility. The proposed schedule of fees shall be:

- Annual memberships:

Adult Individual	\$225
Adult Family	\$375
Junior	\$125
Senior (65+)	\$175
Young Adult (<30)	\$175

Paid annually or deducted monthly via ACH.
- Indoor court fees:

Prime time 5-9 p.m.	\$24/hour
Non-prime	\$18/hour
Weekends	\$22/hour
Youth and Senior	\$15/hour
- Outdoor court fees: \$ 2/person
Zero daily fee charge.
- High School/College rental: \$14/hour
Will be able to entice UNK and Hastings to use our facility during their winter season, with programmed collegiate events.
- Private parties::

Bi-weekly Friday Fun	\$30/2 hr. session per child
----------------------	------------------------------

Includes tennis, popcorn, drink, and movie
- Non-member daily fee: \$ 8/day in addition to court fees
Intended for out-of-town guests, and those who have not jointed.
We would encourage occasional users to become members to Reduce their overall costs, and to increase play.

Lessee agrees to hours of operation as follows:

Weekdays	9 a.m. – 1 p.m. and 4 p.m. – 9 p.m.
Weekends	9 a.m. – 6 p.m.
Summer hours	Flexible indoor hours based on weather Open entire weekend for outdoor courts

VII.

Upon the expiration of the initial five (5) year term of the lease, the parties agree that the parties shall have the option to renew the lease for an additional five (5) one-year terms. If the annual extensions of the lease are approved, the Lessee agrees that in the summer of 2015, it shall:

- Build one additional lighted outdoor court adjacent to current courts on north side of Racquet Center;
- Resurface two existing outdoor courts and add outdoor lighting, along with new net posts and nets. Add benches between courts and new wind breaks;
- Build viewing area above current lobby/viewing area, and install two staircases for access, with glass dividing railings.

All notices of default, termination, and insurance coverages outlined in any other portion of this lease shall be binding for any of the extensions.

VIII.

Lessee agrees to indemnify the Lessor for any claim made by the Lessee's employees or by any other persons, for personal injury or property damage arising out of the Lessee's use of equipment on the premises or equipment brought onto the premises after the commencement of this Lease Agreement, which Lessee agrees to accept at all times during the term of this Agreement as is, where is, and the Lessor has no responsibility for its condition or state of repair. Lessee agrees not to remove from the Lessor's premises any equipment or property located on the leased premises at the commencement of this Lease, except as authorized in writing by the Lessor.

IX.

Before exercising any remedies for breach, default or failure to perform under this Lease Agreement, the defaulting party shall be given thirty (30) days written notice of such default or failure to perform. If the act is such that it cannot be cured within a thirty (30) day period, this period may be extended upon written agreement of the parties, providing that the defaulting party commences to cure such default within said 30 day period and proceeds diligently thereafter to effect such cure.

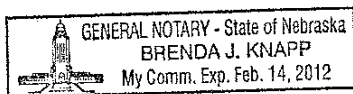
X.

In the event either party institutes legal proceedings against the other for breach of this Lease Agreement, the party against whom a judgment is entered shall pay all reasonable costs and expenses relative thereto, including reasonable attorney fees.

6

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 10th day of May, 2010,
by Phil Maltzahn, Secretary of the Grand Island Tennis Association.



Brenda J. Knapp
Notary Public



City of Grand Island

Tuesday, October 18, 2011

Study Session

Item -4

Discussion Concerning Fireworks

Staff Contact: Shannon Oster

Council Agenda Memo

From: Shannon Oster, Assistant to the City Administrator

Meeting: October 18, 2011

Subject: Discussion Concerning Fireworks

Item #'s: 4

Presenter(s): Shannon Oster, Assistant to the City Administrator

Background

The City Council discussed the potential expansion of firework sales into December during a study session on November 16, 2011. At that time there was no interest from Council in changing the City Code to allow for firework sales in December. Some Council members have expressed an interest in discussing the topic of fireworks.

Discussion

Fireworks are regulated through Grand Island's City Code Chapter 16, Fire Protection. Each year fireworks are sold from temporary stands from June 27 to July 4, and residents may discharge fireworks during that period only, with restricted hours. Each stand is required to submit a detailed application and \$400, for a permit. The Fire Department's Life Safety Division is responsible for the oversight of these stands, accomplished through an extensive inspection process that begins prior to and throughout the seven day fireworks period. Over the past several years, the number of stands has increased from 28 in 2005, up to 39 in 2011. Public displays of fireworks, or firework shows, are regulated by the State Fire Marshal. The City has limited involvement in public displays, beyond indicating approval.

When compared to other Nebraska communities, Grand Island has similar laws pertaining to fireworks. There are some variations in the length of time vendors are permitted to sell fireworks, and shorter hours of discharge. Some communities have adopted an additional December season, however some will cap the number of stands allowed. Like other many communities, the City of Grand Island does not host a 4th of July fireworks display. This is typically through private sponsors, or organizations like a local Chamber of Commerce.

Conclusion

This item is presented to the City Council in a Study Session to allow for any questions to be answered and to create a greater understanding of the issue at hand.

CITY OF

Grand Island

NEBRASKA


Fireworks

October 18, 2011


Current Practice


Firework Stands


 City regulates the sale of fireworks through temporary stands


 City Code Chapter 16-12 to 16-22 are the appropriate statutes

 Allowed June 27 to July 4

 Fee: \$400 per stand

 Vendor submits an application to the Fire Department

 Inspections occur several times-prior to opening, when stocked, daily, and after July 4

 Many of these stands are fundraisers for non-profits or service organizations

Year	Stands	Fee	Revenue
2011	39	\$400	\$15,600
2010	34	\$400	\$13,600
2009	32	\$400	\$12,800
2008	27	\$400	\$10,800
2007	30	\$200	\$6,000
2006	32	\$200	\$6,400
2005	28	\$200	\$5,600

Current Practice

- 🇺🇸 When residents can use fireworks:
 - 🇺🇸 Allowed: June 27 to July 3 from 8:00 a.m. – 11:00 p.m.
 - 🇺🇸 July 4 8:00 a.m. – midnight
- 🇺🇸 Public firework displays:
 - 🇺🇸 First, individuals apply with the State Fire Marshal
 - 🇺🇸 Small fee (\$10)
 - 🇺🇸 Second, City is notified/indicates approval
 - 🇺🇸 No fee charged by City because it is a community service
 - 🇺🇸 Five displays in 2011 and in 2010

Since the last time Council discussed fireworks

- 🇺🇸 Last discussed by Council on November 16, 2010
 - 🇺🇸 Item was brought forward after passage of LB880
 - 🇺🇸 Allows cities to change fire code to allow an additional fireworks season December 28 – January 1
 - 🇺🇸 At that time there were only *four* first class cities, including Lincoln and Omaha that had expanded their season
 - 🇺🇸 Now there are *six* of these cities that have an expanded fireworks season
 - 🇺🇸 However some places cap the number of stands allowed
 - 🇺🇸 Fire Department did not/does not support a lengthened season

State Practice – Cities in Nebraska

- 🌊 Similar time frame for selling and discharging in the summer:
 - 🌊 June 27-July 4
 - 🌊 8:00 a.m. to 11:00p.m./midnight (4th of July)
- 🌊 Stand permit/fee ranges from \$50 up to \$1,000 (GI=\$400)
 - 🌊 Those cities that are less than \$400 usually have an additional fee with the permit deposit
- 🌊 Public firework displays – not many cities sponsor their own display

CITY OF

Grand Island

NEBRASKA

Potential Considerations

- 🇺🇸 Changing the dates of sale or discharge?
- 🇺🇸 Adding a second season in December?
- 🇺🇸 Should the \$400/per stand fee be changed?

