

---

# City of Grand Island



**Tuesday, April 12, 2005**

## **Council Session Packet**

---

### **City Council:**

**Carole Cornelius**  
**Peg Gilbert**  
**Joyce Haase**  
**Margaret Hornady**  
**Robert Meyer**  
**Mitchell Nickerson**  
**Don Pauly**  
**Jackie Pielstick**  
**Scott Walker**  
**Fred Whitesides**

### **Mayor:**

**Jay Vavricek**

### **City Administrator:**

**Gary Greer**

### **City Clerk:**

**RaNae Edwards**

---

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

**Call to Order**

**Pledge of Allegiance /Invocation - Pastor Rene Lopez, Iglesia de Dios, 2525 West State Street**

**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, April 12, 2005

Council Session

## Item C1

### **Recognition of Dick Strehle, Meter Reader Supervisor for 40 Years of Service with the City**

*The Mayor and City Council will recognize Dick Strehle, Meter Reader Supervisor for 40 years of service with the City. Mr. Strehle was hired on April 19, 1965 as Apprentice Meter Reader. On October 15, 1965 he moved to Meter Reader I and on May 1, 1968 was promoted to Meter Reader II. On February 28, 1977 Mr. Strehle was promoted to Meter Reader Supervisor. We congratulate Mr. Strehle for his dedication and service to the City over the last 40 years.*

**Staff Contact: David Springer**

# 40th Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

**RICHARD STREHLE**

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

City of  
**GRAND**



**ISLAND**

Department Director

*Steve Johnson*  
Mayor

Date

*4-12-05*

Date

*4-13-05*



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item C2

### Proclamation "Red Hat Society Day" April 25, 2005

*The Red Hat Society (women over 50 wearing red hats and purple attire) originated in California in April of 1998. Currently there are more than 800,000 members and 37,000 Chapters world-wide. This organization has the ability to bring like-minded women together to greet middle age with verve and humor. The Mayor has proclaimed April 25, 2005 as "Red Hat Society Day" and encourages all citizens to share the enthusiasm for the future and wherever life takes you. See attached PROCLAMATION.*

Staff Contact: RaNae Edwards

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

PROCLAMATION

- WHEREAS, “The Red Hat Society” began in California in April 1998 as a result of a few women deciding to greet middle age with verve and humor; and
- WHEREAS, they believe silliness is the comedy relief of life, and since they are all in it together, might as well join red-gloved hands and go for the gusto together; and
- WHEREAS, underneath the frivolity, they share a bond of affection, forged by common life experiences and a genuine enthusiasm for wherever life takes them; and
- WHEREAS, there are more than 800,000 members with 37,000 Chapters world-wide; with the local Chrysalis Red Hat Chapter “Lifeline For Good Times” having 15 members ranging in age from 72 to 89 years young at heart; and
- WHEREAS, they enjoy the lifestyle of belonging, making a difference, and making the most of life.
- NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim April 25, 2005 as

***“RED HAT SOCIETY DAY”***

in the City of Grand Island, and encourage all citizens to share with the Red Hat Society the genuine enthusiasm for the future and wherever life takes you.

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

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item C3

### **Proclamation "National Autism Awareness Month" April, 2005**

*A severe, life-long development disability, resulting in the significant impairment of an individual's ability to learn, develop appropriate social skills, and understand verbal, non-verbal, and reciprocal communication, Autism affects one out of every 250 babies born today. The Mayor has proclaimed the month of April, 2005 as "National Autism Awareness Month" and encourages a greater recognition and understanding of Autism. See attached PROCLAMATION.*

Staff Contact: RaNae Edwards

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

PROCLAMATION

- WHEREAS, Autism is a severe, life-long development disability, resulting in the significant impairment of an individual's ability to learn, develop appropriate social skills, and understand verbal, non-verbal, and reciprocal communication; and
- WHEREAS, One out of every 250 babies born today will develop some form of Autism. This means that an estimated 1.5 million Americans have Autism today, and another 15 million Americans are directly impacted by Autism; and
- WHEREAS, No cure for Autism exists but persons with Autism can reach their full potential with an early and accurate diagnosis and by receiving the appropriate educational and medical interventions; and
- WHEREAS, Family support groups like The Autism Society of Nebraska, Grand Island chapter, are dedicated to the ongoing efforts to advocate for the rights and appropriate interventions of all persons with Autism; and
- WHEREAS, This family support group is committed to educating area families, professionals in our community and the general public to better understand this lifelong disorder; and
- WHEREAS, Autism is a puzzling and complex disability that requires increased medical research to one day find a cure and prevention; and
- WHEREAS, A greater recognition and understanding of Autism will ensure individuals with Autism reach their full potential a citizens of Grand Island, Nebraska and the United States of America.
- NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2005 as

***“NATIONAL AUTISM  
AWARENESS MONTH”***

in the City of Grand Island.



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

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 12, 2005



Council Session

## Item C4

### Proclamation "National Library Week" April 10-16, 2005


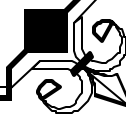
*"Something for Everyone @ Your Library" is the local theme for this year's celebration of National Library Week, April 10th through the 16th. This year our public library will be participating in the One Book/One State reading/discussion of Willa Cather's book "My Antonia" with programs throughout the week. And in keeping with "something for everyone", plans for the library expansion will be the subject of a special exhibit at the library and on GITV during the week. The Mayor has proclaimed the Week of April 10-16, 2005 as "National Library Week". See attached PROCLAMATION.*



Staff Contact: Steve Fosselman



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

PROCLAMATION

- WHEREAS, our nation's public, academic, school and specialized libraries provide something for everyone;
- WHEREAS, libraries play a vital role in providing millions of people with the resources they need to live, learn and work in the 21st century; and
- WHEREAS, libraries are changing and dynamic places and librarians are the ultimate search engine, helping people of all ages find the information they need in print and online; and
- WHEREAS, libraries are part of the American Dream – places for opportunity, education, self-help and lifelong learning; and
- WHEREAS, libraries bring you a world of knowledge both in person and online, as well as personal service and assistance in finding what you need, when you need it; and
- WHEREAS, libraries are a key player in the national discourse on intellectual freedom, equity of access, and narrowing the “digital divide;” and
- WHEREAS, awareness and support must be increased for libraries, librarians and library workers by raising their visibility in a positive context and by communicating clearly and strongly why libraries are both unique and valuable and how librarians provide the information literacy skills that people need to succeed throughout life; and
- WHEREAS, more individuals must be recruited to the profession of librarianship and to work in libraries to maintain their vitality in today’s changing workplace; and
- WHEREAS, libraries and library supporters across America are celebrating National Library Week with @ your library™, The Campaign for America’s Libraries, and locally with the theme “Something for Everyone @ Your Library”.
- 
- 



NOW, THEREFORE, I, Jay Vavricek, Mayor of Grand Island, Nebraska, do hereby  
proclaim, April 10 -16, 2005 as

***NATIONAL LIBRARY WEEK***

in the City of Grand Island, and encourage all residents to take  
advantage of the wonderful library resources available and thank  
their librarians for making information available to all who walk  
through the library's doors. Come see what's new @ your  
library this April and on the horizon for the library's  
expansion/renovation project expected to break ground in fall  
2005.

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

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item D1

**#2005-BE-4 - Consideration of Determining Benefits for Street Improvement District 1221; South Locust Street from US HWY 34 to Stolley Park Road**

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

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

**Meeting:** April 12, 2005

**Subject:** Board of Equalization Hearing to Determine Benefits and Consideration of an Ordinance Levying Assessments for Street Improvement District 1221; South Locust Street from US HWY 34 to Stolley Park Road

**Item #'s:** D-1 & F-1

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

## Background

The Certificate of Final Completion for Street Improvement District No. 1221 was approved on March 8, 2005 with April 12, 2005 set as the date for Council to sit as the Board of Equalization. All work has been completed and sidewalk assessments have been calculated for the District.

## Discussion

The contract for Street Improvement District No. 1221 was awarded to The Diamond Engineering Company of Grand Island, Nebraska on November 21, 2000. Work on the project was at a construction price of \$5,188,812.06. Costs for the project break down as follows:

Original Bid	\$4,996,117.48
Change Orders (1-4)	\$ 191,864.10
<u>Adjusted Contract Price</u>	<u>\$5,187,981.58</u>
Overruns	\$ 830.48
<b>Sub Total (Construction Price)</b>	<b>\$5,188,812.06</b>

Only a portion of the project will be assessed for sidewalks installed where sidewalks did not exist prior to construction. The amount to be assessed is \$66,739.20.

## **Alternatives**

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

1. Make a motion to approve the recommendation to allow the Board of Equalization to determine benefits for Street Improvement District No. 1221 and pass an ordinance allowing the City to recover a portion of the project from sidewalk installment.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council, sitting as a Board of Equalization, determine the benefits and pass an ordinance to levy Special Assessments to individual properties.

## **Sample Motion**

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for Street Improvement District No. 1221.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for Street Improvement District No. 1221.

R E S O L U T I O N 2005-BE-4

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Street Improvement District No. 1221 – Sidewalks, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$66,739.20; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Street Improvement District No. 1221 - Sidewalks, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Stratford Plaza LLC	Lot 11, Woodland Second Subdivision	5,823.84
Helen M. Otto, Laurence Otto, POA	Lot 10, Woodland Second Subdivision	1,689.60
Bennett Properties Inc.	Lot 9, Woodland Second Subdivision	1,596.67
Bosselman, Inc.	Lot 8, Woodland Second Subdivision	1,630.46
Integrated Holdings, Inc.	Part of the S1/2, SW1/4 of Section 27-11-9; more particularly described as follows:  Beginning at the NW corner of said S1/2, SW1/4; thence south on the west line of the SW1/4 73.0 feet; thence deflecting left 88°41'13" and running east 168.0 feet; thence deflecting right 88°30'15" and running south 74.64 feet to the east ROW of Locust Street, this being the Actual Point of Beginning; thence continuing southerly along said ROW 46.65 feet; thence southwesterly along the arc of a curve whose radius is 93.15 feet, an arc distance of 53.28 feet to another point of curvature; thence southwesterly along the arc of a curve whose radius is 272.4 feet, an arc distance of 154.5 feet; thence running southerly along said ROW and the final tangent of preceding curve, a distance of 262.1 feet; thence easterly along the north line of S1/2, SW1/4, SW1/4 264.6 feet; thence deflecting left 91°33'05" and running northerly 229.23 feet; thence deflecting right 88°15'01" and running easterly 56.74 feet; thence deflecting left 88°15'01" and running northerly 195.4 feet; thence deflecting left 90°06'19" and running westerly a distance of 6.11 feet; thence northwesterly along the arc of a curve whose radius is 122.99 feet, the long chord deflecting right 09°49'02", a distance of 2.12 feet; thence northwesterly along the	4,776.29

Approved as to Form    ✕ _____ April 6, 2005                      ✕ City Attorney
--



RESOLUTION 2005-BE-4

	final tangent of the preceding course, a distance of 72.0 feet; thence northwesterly along the arc of a curve whose radius is 331.88', a distance of 121.53 feet to the actual point of beginning.	
Vanosdall Softball Fields, Inc.	Part of the S1/2, SW1/4 of Section 27-11-9; more particularly described as follows:  Beginning at the NW corner of said S1/2, SW1/4; thence east on the north line of the S1/2, SW1/4 1,877.89 feet; thence deflecting right 89°58'40" and running south 327.51 feet; thence deflecting right 59°33'57" and running southwest 654.09 feet; thence deflecting right 30°48'56" and running west 106.0 feet; thence south parallel to the east line of SW1/4, SW1/4 581.92 feet to the northerly ROW line of U.S. Highway 34; thence northwesterly along the ROW line 298.1 feet; thence northwesterly along the ROW line 522.22 feet; thence deflecting right 83°21'07" and running north 753.83 feet; thence deflecting right 88°25'01" and running east 56.74 feet; thence deflecting left 88°15'01" and running north 195.4 feet; thence deflecting left 90°06'19" and running west 6.11 feet; thence running northwest along the arc of a curve whose radius is 122.99 feet, the long chord of which deflects right 09°49'02", an arc distance of 82.12 feet; thence deflecting right 19°08'42" a distance of 72.0 feet; thence northwesterly along the arc of a curve whose radius of 331.88 feet an arc distance of 121.53 feet; thence deflecting right 81°56'35" and running north 74.64 feet; thence west parallel to the north line of said S1/2, SW1/4 168.0 feet to the west line of Section 27; thence north along the west line of Section 27, 73.0 feet to the place of beginning.	1,606.18
Rex E. and Jonadyne A. Carpenter	Lot 1, Woodland First Subdivision	1,856.98
Rex E. and Jonadyne A. Carpenter	Lot 2, Woodland First Subdivision	1,856.98
MIK, LLC	Part of the NW1/4, S1/4 of Section 27-11-9; more particularly described as follows:  Beginning at the southwest corner of said NW1/4, SW1/4; thence northerly along the west line of said NW1/4, SW1/4 on an assumed bearing of N00°00'00"E for 323.97 feet; thence S88°38'31"E for 659.92 feet; thence S00°00'46"E for 323.37 feet to a point on the south line of said NW1/4, SW1/4; thence N88°41'10"W along the south line of said NW1/4, SW1/4 660.02 feet to the point of beginning.	2,824.80
Equitable Federal Savings Bank of Grand Island	Lot 3, Woodland First Subdivision	1,483.68
Danny Oberg	Lot 4, Woodland First Subdivision	1,733.95
Theodore J. Robb	Part of the NW1/4, SW1/4 of Section 27-11-9; more	2,966.30

## RESOLUTION 2005-BE-4

particularly described as follows:

Beginning on the west line of Section 27, said point being 324.0 feet north of the northwest corner of SW1/4, SW1/4 of said Section 27; thence east parallel with the south line of said SW1/4, SW1/4, for a distance of 660.0 feet; thence north parallel with the west line of said Section 27, for 336.0 feet; thence west parallel with the south line of said SW1/4, SW1/4 for a distance of 660.0 feet; thence south along the west line of said Section 27, a distance of 336.0 feet to the point of beginning.

Darryl Wilhelmi	Lot 5, Woodland First Subdivision	1,657.92
Brad Shearer	South 126 feet of the east 260 feet of Lot 6, Woodland First Subdivision	966.24
All Faiths Funeral Home LLC	Part of the NW1/4, SW1/4, a/k/a Part of Lot 4 Island in Section 27-11-9; more particularly described as follows:  Beginning at a point 400.77 feet south of the northwest corner of said SW1/4 of Section 27; thence running easterly and parallel to the northerly line of said SW1/4, a distance of 433.0 feet; thence southerly and parallel to the west line of said SW1/4, a distance of 240.0 feet; thence westerly and parallel to the northerly line of said SW1/4, for a distance of 433.0 feet; thence northerly for a distance of 240.0 feet to the point of beginning.	3,295.78
John L. and Beth A. French	Lot 1, Knox Subdivision	2,404.51
Jack E. Rasmussen, Joanne L. Rasmussen, Richard S. Rasmussen, June E. Blackburn and William G. Blackburn	Lot 1 (except north 25 feet of east 260 feet), Woodland Third Subdivision and the north 50 feet of east 260 feet of Lot 6, Woodland First Subdivision	940.90
William E. Lawrey	North 25 feet of east 260 feet of Lot 1, all of Lot 2, Woodland Third Subdivision	1,130.98
Alpha Corporation	East 260 feet of Lot 8, Woodland First Subdivision	958.85
Theodore J. Robb	Lot 1, Knox Third Subdivision	633.60
Theodore J. Robb	Lot 2, Knox Third Subdivision	623.04
Theodore J. Robb	Lot 3, Knox Third Subdivision	528.00
McDermott & Miller P.C.	Lot 1, Woodridge South Subdivision	1,349.57
William E. and Sandra L. Lawrey	Lot 1, Garrison Subdivision	1,259.81
Marion D. Larsen, Trustee	Lot 2, Woodridge South Subdivision	1,461.50
Eloy Uribe and Oralia Erives	Part of the SW1/4, NW1/4 of Section 27-11-9; more particularly described as follows:  Beginning at a point 377.5 feet north of and 33 feet east of the quarter section corner between Sections 27 & 28; thence running north parallel to the west line of said Section 27, a distance of 147.5 feet; thence easterly at right angles a distance of 354.65 feet; thence southerly at right angles a distance of 147.5 feet; thence westerly at right angles a distance of 355.9 feet to the point of	1,123.58

## RESOLUTION 2005-BE-4

	beginning.	
Marion D. Larsen, Trustee	South 71 feet of Lot 26 and north 79 feet of Lot 27, Holcomb's Highway Homes Subdivision	1,416.10
McCloud Super 8 Motel, Inc.	Part of Lot 25, Matthew's Subdivision; more particularly described as follows:  Beginning at the northwest corner of said Lot 25; thence easterly along the north line of said Lot 25, 822.48 feet to the northeast corner of said Lot 25; thence southerly on the east line of said Lot 25, a distance of 324.65 feet to the centerline of Wood River; thence deflecting right 23°55'50" and running southwesterly along said centerline, a distance of 98.4 feet; thence deflecting right 63°39'10" and running westerly a distance of 417.33 feet; thence deflecting right 91°53' and running northerly a distance of 268.21 feet; thence deflecting left 90°01'50" and running westerly, a distance of 361.5 feet to the west line of said Lot 25; thence north along the west line of said Lot 25, a distance of 268.33 feet to the point of beginning.	2,167.97
Alvina Hernandez	South 97 feet of Lot 24, Lot 25, and the north 38 feet of Lot 26, Holcomb's Highway Homes Subdivision	1,807.87
City of Grand Island	Lot 1, Mil-Nic Second Subdivision	368.54
Cedar Street Investment Co., a/k/a Nebraska Mil-Nic, Inc.	Lot 2, Mil-Nic Second Subdivision	3,438.34
Charles E. Douthit	Lot 21, Holcomb's Highway Homes Subdivision	384.38
Video Kingdom of Grand Island, Inc.	South 108 feet of Lot 20, Holcomb's Highway Homes Subdivision	597.70
Rickie D. and Susan J. Noden	South 52 feet of Lot 19 and North 1 foot of Lot 20, Holcomb's Highway Homes Subdivision	241.82
Jerry and Geraldine K. Alberts	Lot 2, Shovlain Second Subdivision	379.10
Gary E. and Linda D. Shovlain	Lot 3, Shovlain Second Subdivision	1,775.14
Dianna D. Duering	Lot 1, Bartz Subdivision	1,051.78
Ryan and Darcy Hansen	Lot 15, Holcomb's Highway Homes Subdivision	911.33
Robert D. Hancock and Charles L. Hancock	Lot 14, Holcomb's Highway Homes Subdivision	956.74
Ronald J. and Lori D. Willis	NE1/4, NE1/4 of Section 28-11-9; more particularly described as follows:  Beginning at a point on the east line of said Section 28, 605 feet south of the northeast corner of said section; thence west parallel to the north line of Section 28, a distance of 233 feet; thence south 100 feet; thence east 233 feet; thence north on the east line of Section 28, 100 feet to the point of beginning.	840.58

RESOLUTION 2005-BE-4

Bradley L. Shanahan and Teresa L. Brooks	East 100 feet of Lot 12 and Lot 13, Holcomb's Highway Homes	2,221.80
<b>TOTAL</b>		<b>\$66,739.20</b>

---

Adopted by the City Council of the City of Grand Island, Nebraska, on April 12, 2005.

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E1

**Public Hearing on Request of Edward & Anita Sabatka dba Uncle Ed's Steakhouse, 2624 South Locust Street for a Class "I" Liquor License**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** April 12, 2005

**Subject:** Public Hearing on Request of Edward & Anita Sabatka dba Uncle Ed's Steakhouse, 2624 South Locust Street for a Class "T" Liquor License

**Item #'s:** E-1 & G-6

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

## **Background**

Edward & Anita Sabatka dba Uncle Ed's Steakhouse, 2624 South Locust Street have submitted an application for a Class "T" Liquor License. A Class "T" Liquor License allows for the sale of alcoholic beverages on sale only within the corporate limits of the City of Grand Island.

## **Discussion**

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

## **Alternatives**

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

1. Approve the request for Edward & Anita Sabatka dba Uncle Ed's Steakhouse, 2624 South Locust Street for a Class "T" Liquor License.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Take no action on the issue.

## **Recommendation**

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

## **Sample Motion**

Move to approve the request of Edward & Anita Sabatka dba Uncle Ed's Steakhouse, 2624 South Locust Street for a Class "I" Liquor License contingent upon final inspections.



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E2

**Public Hearing on Request of Svoboda & Henk, Inc. dba  
Godfather's Pizza, 1201 South Locust Street for a Change of  
Location Class "A-12626" Liquor License**

Staff Contact: RaNae Edwards



# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** April 12, 2005

**Subject:** Public Hearing on Request of Svoboda & Henk, Inc. dba Godfather's Pizza, 1201 South Locust Street for a Change of Location Class "A-12626" Liquor License to 1916 South Locust Street

**Item #'s:** E-2 & G-7

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

## **Background**

Svoboda & Henk, Inc. dba Godfather's Pizza, 1201 South Locust Street has submitted an application for a change in location to their Class "A-12626" Liquor License to 1916 South Locust Street.

## **Discussion**

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

## **Alternatives**

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

1. Approve the request of Svoboda & Henk, Inc. dba Godfather's Pizza, 1201 South Locust Street for a change of location to their Class "A-12626" Liquor License.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Take no action on the issue.

## **Recommendation**

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

## **Sample Motion**

Move to approve the request of Svoboda & Henk, Inc. dba Godfather's Pizza, 1201 South Locust Street for a change in location to their Class "A-12626" Liquor License to 1916 South Locust Street contingent upon final inspections.



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E3

**Public Hearing on Request of Dale Hartwig for Conditional Use Permit for Temporary Crushed Concrete Parking/Staging Area to be used during St. Francis Medical Center Bed Tower Addition Located at 905 North Custer Street**

Staff Contact: Craig Lewis

# Council Agenda Memo

**From:** Craig A. Lewis, Building Department Director

**Meeting:** April 12, 2005

**Subject:** Conditional Use Permit for Temporary Parking Lot at 905 N. Custer Street

**Item #'s:** E-3 & G-8

**Presenter(s):** Craig Lewis, Building Department Director

## Background

This is a request of St. Francis Medical Center to allow for the approval of a temporary parking lot at 905 N. Custer. This request is to facilitate the parking of construction vehicles and the storage of materials in conjunction with their recent building addition. The property is currently zoned R-O, Residential Office. That zoning classification allows as a conditional use approved by the City Council, parking lots. Additional approvals are required as the applicant wishes to install as a temporary surface crushed concrete as opposed to hard surfaced materials required by the city code for parking lots. The City Code does provide for City Council approval of temporary uses, not to exceed two years in undeveloped areas and six months in developed areas.

## Discussion

The City code does identify parking lots in the residential office zone as a conditional use. The placement of crushed concrete for a surface as opposed to a permanent hard surface of asphalt or concrete would be allowed by code only as a temporary use approved by the City council. These two items appear as a reasonable request to facilitate the current and proposed construction activity planned by the Hospital.

Two conditions suggested to be placed upon this request are: 1). A landscape buffer of 5' along the north and south boundaries, and 10' adjacent to the east and west boundaries of the property need to be provided to comply with the landscape requirements of the City Code and to help buffer neighboring properties from the proposed parking lot. 2). The responsibility of controlling any dust created from the lot needs to be addressed by the applicants during any dry months throughout the duration of the use.

## **Alternatives**

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

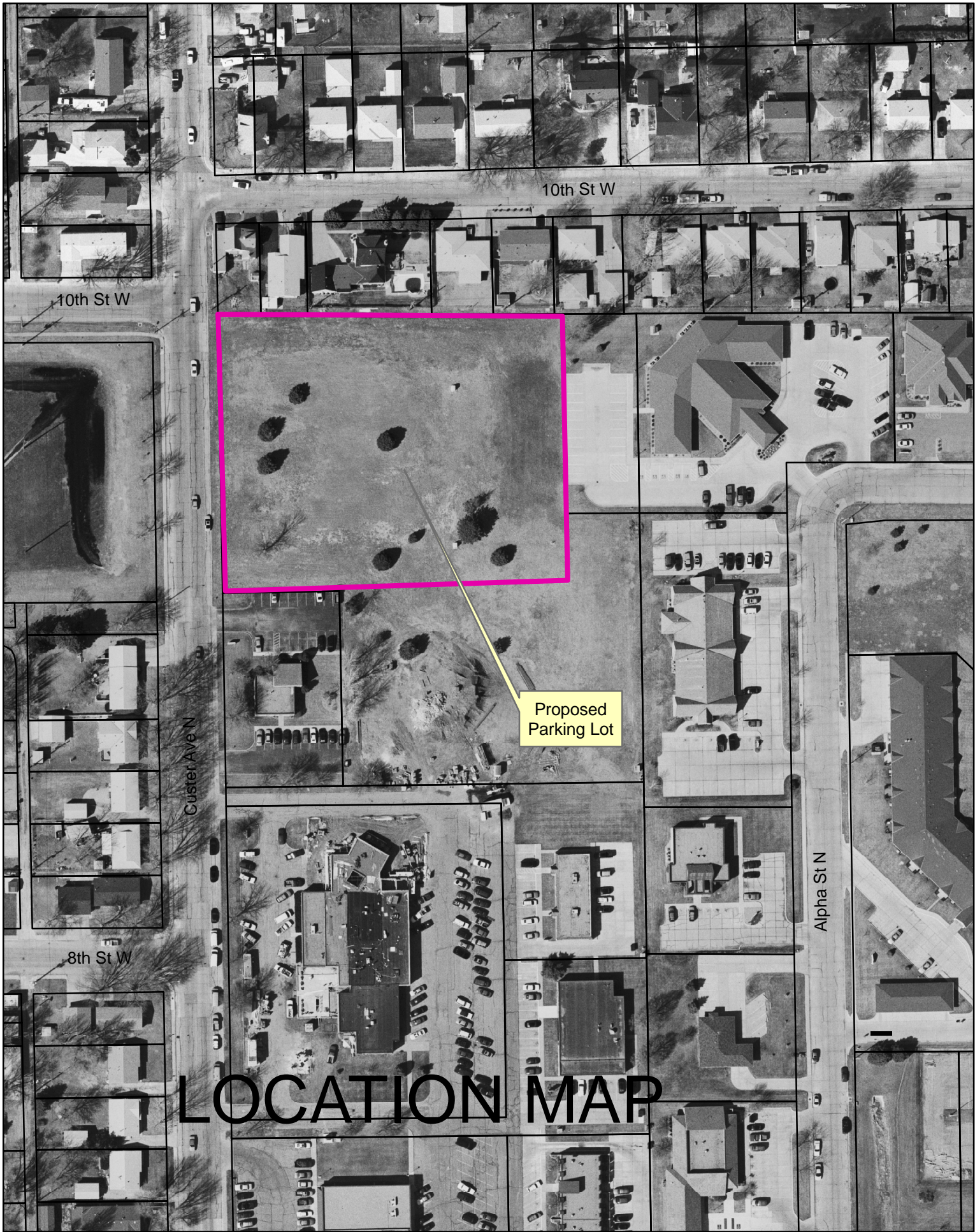
1. Approve the request.
2. Disapprove or /Deny the request.
3. Modify the request to meet the wishes of the Council
4. Table the issue

## **Recommendation**

City Administration recommends that the Council approve the request with the conditions identified imposed.

## **Sample Motion**

A motion to approve the request for a conditional use permit to provide a parking lot at 905 N. Custer St. for a three year period with the conditions as outlined in the staff recommendation.



10th St W

10th St W

Custer Ave N

Alpha St N

8th St W

Proposed  
Parking Lot

# LOCATION MAP



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E4

**Public Hearing on Request of Richard Hartman for Conditional  
Use Permit for Sand and Gravel Operation Located at 3812 South  
Blaine Street**

Staff Contact: Craig Lewis

## **Council Agenda Memo**

**From :** Craig A. Lewis, Building Department Director

**Meeting:** April 12, 2005

**Subject:** Public Hearing on Request of Richard & Patricia Hartman and Lyman-Richey Corp. dba as Central Sand and Gravel for a Conditional Use Permit to Operate a Sand and Gravel Pumping Facility at 3812 S. Blaine Street

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

**Presenter:** Craig Lewis, Building Department Director

### **Background:**

This request is for council approval to allow for the operation of a sand and gravel facility at the above referenced address. A conditional use permit is required as the current zoning classification TA (transitional agriculture) does not allow for this type of use as a permitted principal use. The zoning classification does list as a permitted conditional use, commercial mines, quarries, sand and gravel pits and accessory uses. Conditional uses as listed in the zoning code must be approved by the City Council.

The request is to begin the operation in 2006 and continue for approximately 22 years or until 2025.

There appears to be one correction needed in the application submitted, the plant location is referenced as 1,300 feet east of Blaine Street, this I believe was intended to state 1,300 feet west of Blaine Street.

### **Discussion:**

Sand and gravel operations have been a part of Grand Island and the surrounding areas for a long time, as residential development continues to expand and the two uses become closer neighbors, more conditions need to be implemented to assure a compatible existence for both uses.

City administration has developed the following restrictions, or conditions which appear appropriate to impose upon sand and gravel operations.

**1). USE:** The proposed uses are limited to those listed in the application, sand and gravel pumping processing, storage, stock piling, distribution, and sales, both wholesale and



retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants. Neither of these operation have been requested in this application.

**2). CLOSURE:** A statement of the proposed use of the property after the closing of the sand and gravel operation has been provided along with the application.

**3). PRIMARY CONDITIONS:**

**(a).** The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.

**(b).** Pumping of product shall not be allowed within 150 feet of any public road right of way and protected by a 6 foot earthen berm during pumping. The finished width of developable property adjacent to the public right of way shall be 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line, and a setback of 250 feet from the Central Platte Natural Resources District Wood River Diversion Channel Levee property shall be maintained between the pumping operations.

**(c).** Pumping and other activities (including lighting) at the site shall be limited to daylight hours (15) minutes before sunrise and (15) minutes after sunset Mondays through Saturdays. No pumping or other processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise. Two exceptions to this condition shall be in the months of March, April, October, and November activities may operate from 6:00a.m. to 7:00p.m.to allow for winter condition. The second exception shall be that trucking of the product shall be allowed on Sundays from 7:00 a.m. to 12:00 noon to allow for contracted sales.

**(d).** Any internal combustion pump motors utilized shall be equipped with a functioning “hospital grade muffler” designed to reduce exhaust noise by 32 to 40 decibels.

**(e).** Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. There is currently along the east edge of the property a 45’ electrical easement and an existing transmission line, no product, material or equipment shall be stored within that easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code.

**(f).** All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

**(g).** No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.

**(h).** Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.

**(i).** Applicant shall maintain any and all drainage ditches that may be located upon the real property.

**(j).** Applicant shall not permit the hauling of sand and gravel form the premises and over and across any public highway or road unless said sand and gravel is complete dry and

free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.

(k). All water accumulated upon the premises by virtue of such mining and pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

(l). Applicant shall begin the mining operation within a period of 18 months from the issuance of this permit or if the applicant fail to begin operations within the 18 months the permit shall be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 18 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

### **ALTERNATIVES:**

It appears the Council has the following alternatives concerning the issue.

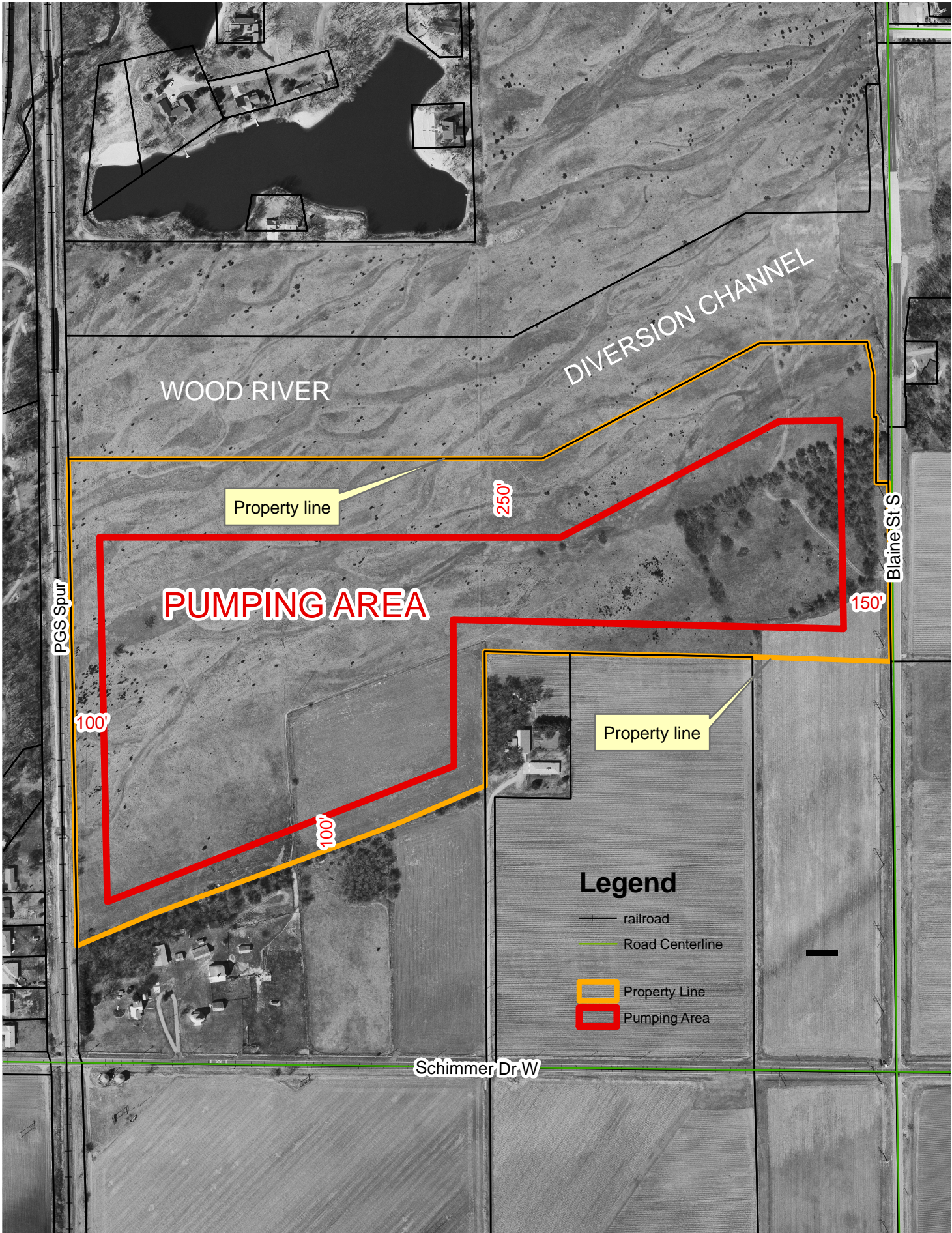
1. Approve the request with the proposed conditions.
2. Deny the request.
3. Approve the request with additional or revised conditions.

### **RECOMMENDATION:**

Approve the request with the identified conditions presented by City Administration.

### **SAMPLE MOTION:**

Motion to approve the conditional use permit with the conditions identified by the City Administration, published in the Council packet and presented at the Council meeting.





# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E5

**Public Hearing for a Community Revitalization Assessment Grant Application**

Staff Contact: Joni Kuzma

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development Specialist

**Council Meeting:** April 12, 2005

**Subject:** Public Hearing for Community Revitalization  
Needs Assessment Block Grant

**Item #'s:** E-5 & G-11

**Presenter(s):** Joni Kuzma, Community Development Specialist

## **Background**

The Nebraska Department of Economic Development (NDED) has developed a program for investing CDBG funds into eight Nebraska municipalities from 20,000 to less than 50,000 populations. This Comprehensive Revitalization category was approved in the 2005 Department of Economic Development CDBG Action Plan and an application process established. The proposed program would provide funds to Grand Island over a multi-year period to meet locally identified needs that are CDBG eligible. The City may receive approximately \$290,000 per year for 2006, 2007 and 2008 to use for redevelopment projects in a specifically defined low-to moderate income neighborhood within city boundaries.

A public hearing is required prior to submission of an application to the Nebraska Department of Economic Development to solicit public comment and input into the proposed project and grant application. A legal notice was published in the March 5, 2005 Grand Island Independent with notice of this council meeting and contact information for written comments.

## **Discussion**

As an eligible community, the City is required to submit a Comprehensive Revitalization application to the Department of Economic Development by April 15, 2005 to complete a Comprehensive Needs Assessment and a Revitalization Strategy. The Comprehensive Needs Assessment must identify all areas of low and moderate- income concentrations and inventory all types and degree of housing and community development needs within

each area. The Revitalization Strategy must identify a one, two and three year action plan to meet the needs of the low- to moderate-income neighborhood(s) selected for investment.

The maximum Assessment/Strategy grant amount available is \$7,500 with a minimum 25% local cash match of \$2,500. This project may not exceed \$10,000 total.

### **ALTERNATIVES**

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

1. Approve the Community Revitalization Needs Assessment and Strategy application and give approval for 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 public comment be solicited regarding the proposed application and that Council gives approval to the Community Revitalization Needs Assessment/Strategy application and for the Mayor to sign all related documents.

### **Sample Motion**

Motion to approve submission of the proposed application and authorize the Mayor to sign all related documents



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E6

**Public Hearing on Acquisition of Right-of-Way at 431 Cherokee Avenue (James Thornton and Pauline Thornton)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director  
Doug Walker, City Attorney

**Meeting:** April 12, 2005

**Subject:** Public Hearing on Acquisition of Right-of-Way at 431 Cherokee Avenue (James and Pauline Thornton)

**Item #'s:** E-6 & G-12

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

## **Background**

Nebraska State Law requires a Public Hearing and Council approval for acquisition of property. The Public Works Department needs to acquire Right-of-Way along the property of 431 Cherokee Avenue.

## **Discussion**

The Right-of-Way is needed in order to construct the Sanitary Sewer District in the area.

## **Alternatives**

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

1. Move to approve the acquisition of the Right-of-Way.
2. Refer the issue to committee.
3. Postpone the issue.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Right-of-Way.

## **Sample Motion**

Move to approve the acquisition of the Right-of-Way.



PART S.E. 1/4,

N.W. 1/4

SECTION 14-11-10

WESTWOOD  
PARK FOURTH  
SUB.

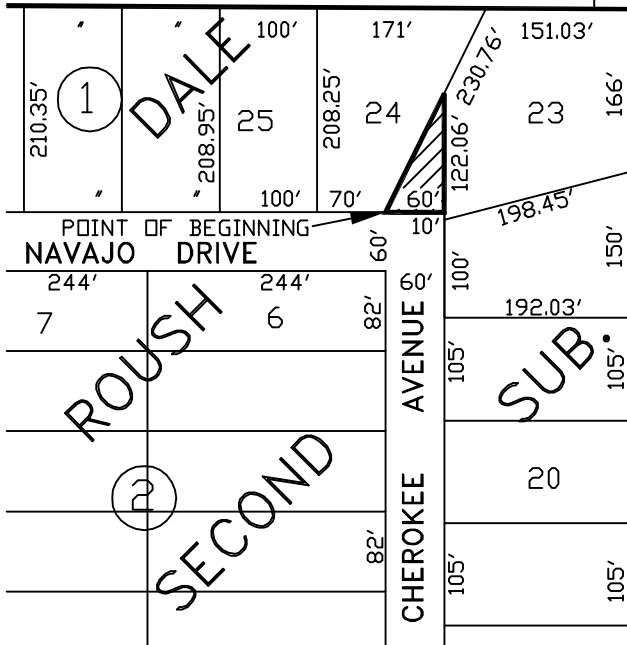
ROAD

80' FAIDLEY AVENUE

WESTWOOD  
PARK SIXTH  
SUB.

REDWOOD

SUB.



PART N.W. 1/4,

S.E. 1/4

SECTION 14-11-10



AREA TO BE ACQUIRED FROM JAMES E.  
AND PAULINE L. THORNTON



EXHIBIT "A"

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

DATE: 9/3/04  
DRN BY: L.D.C.  
SCALE: 1"=200'

PLAT TO ACCOMPANY  
DEED



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E7

**Public Hearing on Purchase of Thornton Property Located at 1 Navajo Drive (Chester Thornton and Juliann Thornton)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director  
Doug Walker, City Attorney

**Meeting:** April 12, 2005

**Subject:** Public Hearing on Purchase of Thornton Property  
Located at 1 Navajo Drive (Chester and Juliann  
Thornton)

**Item #'s:** E-7 & G-13

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

## **Background**

A public hearing must be held and Council action must be taken by resolution for the City of Grand Island to acquire property.

## **Discussion**

Chester and Juliann Thornton own the property at 1 Navajo Drive and have agreed to sell their property as part of the Sanitary Sewer District that will be constructed in their area. In addition, a portion of the property will be needed for future construction and development of through streets connecting to northwest Grand Island. This property is being acquired for \$75,000.00.

## **Alternatives**

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

1. Make a motion to approve the acquisition of the Chester and Juliann Thornton Property.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve the purchase of the Thornton Property for \$75,000.00 and pass a resolution authorizing the Mayor to sign a purchase agreement with the Thornton's.

## **Sample Motion**

Move to approve the acquisition of the Thornton Property.

## AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT made and entered into this \_\_\_\_ day of April, 2005, by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as "City", and CHESTER D. THORNTON and E. JULIANN THORNTON, husband and wife, hereinafter referred to as "Sellers".

1. STATEMENT OF PURPOSE AND REAL ESTATE TO BE CONVEYED. This Agreement for Warranty Deed is made for the purpose of setting forth the terms and conditions under which the Sellers will sell and convey to the City the property located at 1 Navajo Drive, legally described as follows:

Lot 24, Block 1, Dale Roush Second Subdivision in the City of Grand Island, Hall County, Nebraska.

2. CONSIDERATION TO BE PAID. In consideration of the payment from the City of Seventy Five Thousand Dollars (\$75,000.00), the Sellers agree to sell and convey to the City the Property by warranty deed, free and clear of all liens and encumbrances except covenants, easements and restrictions of record. Of this amount, the City will pay Five Hundred Dollars (\$500.00) as a down payment which will be due upon execution of this agreement by all parties. The balance of Seventy Four Thousand, Five Hundred Dollars shall be payable at closing.

3. CLOSING. Closing on the sale and purchase of the subject property shall occur at the earliest convenience of the parties following satisfaction of the Conditions Precedent, and shall take place on or before the 22<sup>nd</sup> day of April, 2005, in the offices of City Hall, 100 E. 1<sup>st</sup> Street, Grand Island, NE.

4. TITLE INSURANCE. The City shall at its cost obtain a current commitment ("Commitment") for an owner's policy of title insurance respecting the Property, in favor of the City, as buyer. The City shall have a period of twenty (20) days thereafter ("Examination Period") to

examine the Commitment to ascertain whether or not there is any defect or condition which renders any of the conditions precedent specified herein unsatisfied. In such event the City shall, within the Examination Period, provide written notice ("Defect Notice") to the Sellers specifying the relevant defect or condition and the Sellers shall have a reasonable period of time (not to exceed ninety days) within which to cure such defect or condition and provide written notice of such cure ("Cure Notice") to the City or, at the Sellers' option, to provide the City written notice of the Sellers' election to cancel this Agreement. If the City provides the Sellers with a Defect Notice in the manner and within the time specified herein and the Sellers fail to cure such defect or condition and provide the City a Cure Notice, the City may terminate this Agreement by written notice to the Sellers.

5. POSSESSION. It is agreed by the parties that Seller's may occupy the premises while relocating to their future residence. Such relocation shall be completed not later than May 31<sup>st</sup>, 2005, at which time the Seller's shall have vacated the premises and removed all of their personal property. The City will be entitled to full possession of the property on May 31<sup>st</sup>, 2005.

6. SELLER'S RIGHTS TO MISCELLANEOUS ITEMS AND FIXTURES. The Seller's understand and agree that prior to vacating the premises, that the property is not to be damaged, and that no items or fixtures shall be removed, other than items specifically outlined in this Agreement. Items/fixtures not to be removed, include, but are not limited to light fixtures, bathroom/kitchen fixtures, counters, cabinets, built in appliances, interior or exterior doors and windows. The Seller's shall have the right to remove the following items and fixtures prior to vacating the premises on or before May 31<sup>st</sup>, 2005:

- a. All loose and installed red bricks, patio bricks, stepping stones and round blocks.
- b. Cloth lines and poles.
- c. Unattached deck on east side of the house.

d. New brown front and kitchen screen doors. Doors will be replaced with screen doors recently removed.

e. Yard fence and flowers.

7. ENTRY PRIOR TO POSSESSION. Prior to the delivery of possession of the Property, the City, its representatives or agents shall have the right to enter upon the Property for the purpose of conducting a survey of the property, for construction staking and for construction activities. In addition, the City, its representatives or agents shall have the right to enter upon the Property for the purpose of conducting a Phase I Environmental Site Assessment.

8. CONDITIONS PRECEDENT. The City's obligation to purchase the Property and to pay the purchase price for the Property are subject to the following conditions precedent having been fully satisfied or waived, in writing, by the City:

a. The Sellers shall have, and be able to convey to the City at the Closing, marketable fee simple title to the Property, free and clear of all liens, claims and encumbrances.

b. There shall be no pending legal proceedings or actions of any kind whatsoever, or judgments or claims of any nature whatsoever, pending against the Sellers with respect to the Property.

c. A current survey of the Property shall disclose that there are no rights-of-way, easements on or applicable to the Property which in the City's reasonable business judgment would interfere with the development and use of the Property by the City as an expansion of City Utility and Street right-of-way functions.

d. There shall be no uncured violations of any federal, state, local laws, ordinances or regulations with respect to the Property.

e. The Property shall be free and clear of all leases, licenses, tenancies, and other occupancies and all adverse claims however they may be derived or claimed.

f. The Property shall be in substantially the same physical condition as it is in on the date of this Agreement.

g. There shall be no unpaid bills, charges, costs or expenses of any kind which create or permit the filing of a statutory lien of any kind against the Property.

h. The results of the Phase I Environmental Site Assessment made by the City, its representatives or agents, pursuant to this Agreement shall not disclose the presence of, release from or storage on the Property of pollutants, contaminants or hazardous substances, or that soil, drainage, or subsurface conditions of the property are not suitable for the use of the Property as an expansion of City Utility and Street right-of-way functions.

9. DUE DILIGENCE. The City shall have a period of sixty (60) days from the date of this Agreement ("Due Diligence Period") within which to determine that the foregoing conditions precedent have been satisfied or, if not satisfied to the reasonable satisfaction of the City, to provide written notice to the Sellers ("Condition Notice") specifying, in reasonable detail, all conditions precedent which have not been satisfied. Upon receipt of a Condition Notice, Sellers may, at their option, elect to cancel this Agreement by written notice to the City in which event this Agreement shall be automatically cancelled, or elect to undertake such action as is necessary to satisfy the conditions precedent identified in the Condition Notice. If the Sellers elect to undertake such action as is necessary to satisfy the conditions precedent identified in a Condition Notice, the Sellers shall have a reasonable period of time, not to exceed ninety (90) days, within which to complete such action as is necessary to satisfy all unsatisfied conditions precedent identified in a Condition Notice and, and if the Sellers fail to satisfy such conditions precedent, the City may elect to terminate this Agreement. Upon the expiration of the Due Diligence Period, unless the City has provided a Condition Notice to the Sellers in the manner and within the time specified herein, the City shall be deemed to have waived any right to terminate this Agreement because of the nonsatisfaction of any of the foregoing conditions precedent and, subject to the Sellers' performance of their obligations



under any of the foregoing conditions precedent and, subject to the Sellers' performance of their obligations under this Agreement, the City shall be obligated to consummate the purchase transaction provided for herein.

10. ENVIRONMENTAL WARRANTIES. The Sellers hereby represent and warrant that during the period of ownership, it has complied with all federal, state and municipal environmental laws, regulations and ordinances as they relate to the Property; and that the Sellers have no actual knowledge of any prior violations of environmental laws affecting the subject Property.

11. TAXES. The Property will not be subject to real estate taxes while owned by the City. The Sellers shall pay all real estate taxes which have accrued or will be accrued as of the date of closing.

12. CLOSING EXPENSES. The City shall pay all closing costs in connection with this transaction.

13. RELOCATION RIGHTS AND EXPENSES. The sellers acknowledge that the purchase price set forth above includes compensation for relocation assistance and the Sellers waive any rights, claims or causes of action arising under and/or from any State or Federal Statutes including, but not limited to, the Nebraska Relocation Assistance Act, Neb. Rev. Stat., §76-1214 to §76-1242.

14. NOTICES. All notices envisioned under the terms and conditions of this Contract shall be sent to the other party by first class United States mail, postage prepaid and addressed as follows:

City of Grand Island  
Attention: Mayor  
P.O. Box 1968  
Grand Island, NE 68802-1968

Dean & Julie Thornton  
1 Navajo Drive  
Grand Island, NE 68803  
(308) 384-0655

15. CHOICE OF LAWS. This contract shall be construed in accordance with the laws of the State of Nebraska and the United States of America.





PART S.E. 1/4,

N.W. 1/4

SECTION 14-11-10

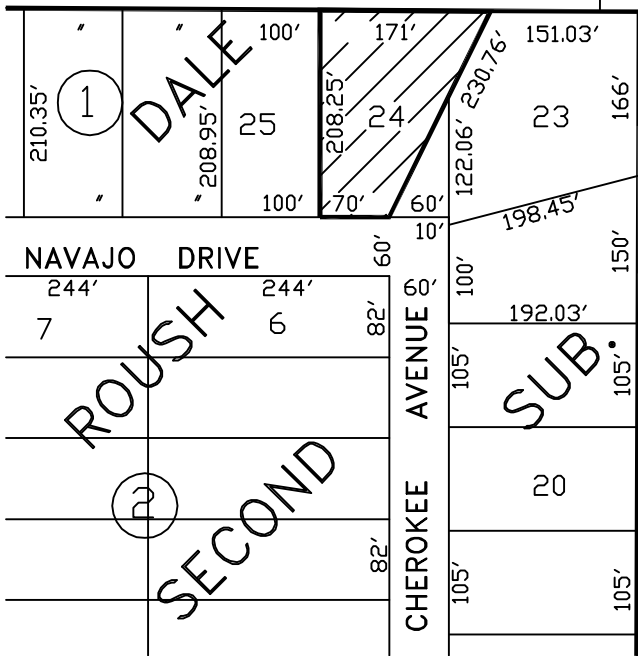
WESTWOOD  
PARK FOURTH  
SUB.

ROAD

80' FAIDLEY AVENUE

WESTWOOD  
PARK SIXTH  
SUB.

REDWOOD



PART N.W. 1/4,

S.E. 1/4

SECTION 14-11-10



AREA TO BE ACQUIRED FROM CHESTER D. AND JULIANN E. THORNTON



EXHIBIT "A"

CITY OF GRAND ISLAND  
PUBLIC WORKS DEPARTMENT

DATE: 3/29/05  
DRN BY: L.D.C.  
SCALE: 1"=200'

PLAT TO ACCOMPANY  
DEED



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E8

**Public Hearing on Application for Edward Byrne Memorial  
Justice Assistance Grant (JAG) 2005**

Staff Contact: Kyle Hetrick

# **Council Agenda Memo**

**From:** Captain Robert Falldorf, Police Department

**Meeting:** April 12, 2005

**Subject:** Edward Byrne Memorial Justice Assistance Grant (JAG) 2005

**Item #'s:** E-8 & G-20

**Presenter(s):** Kyle Hetrick, Chief of Police

## **Background**

The Grand Island Police Department and Hall County Sheriff's Department are eligible to receive Justice Assistance Grant money from the U.S. Department of Justice in 2005. This grant money replaces the Local Law Enforcement Block Grant money we have received in previous years. This year, a combined amount for both agencies of \$34,581 has been awarded and can be spent over a four year period. The Grand Island Police Department will serve as the fiscal agency on this grant. The Hall County Sheriff's Department will be a disparate agency and will receive \$8,645, leaving the Grand Island Police Department with \$25,936.

## **Discussion**

There is a federal mandate that requires a public hearing regarding the application process and disbursement of the JAG funds. \$17,291 from the grant funds awarded to the Grand Island Police Department is tentatively allocated to purchase Panasonic Tough Book laptop computers for patrol vehicles. The remaining \$8,645 from the grant funds awarded to the Grand Island Police Department is tentatively allocated to the Central Nebraska Drug Court for operational costs. All funds awarded to the Hall County Sheriff's Department (\$8,645) as the disparate agency are tentatively allocated to purchase equipment for Sheriff's Department vehicles.

## **Alternatives**

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

1. Approve the application and suggested disbursement of JAG funds.
2. Send to committee for further discussion.
3. Table for more discussion.
4. Take no action.

### **Recommendation**

City Administration recommends that the Council approve the application and suggested disbursement as presented.

### **Sample Motion**

Approve the application and suggested disbursement of Justice Assistance Grant funding.

## Justice Assistance Grant Program Narrative

City of Grand Island  
Grant #2005-F4387-NE-DJ  
Grant Period: 5-1-05 to 5-1-09

Program #1: Law Enforcement Equipment Purchase – City of Grand Island, Police Department.

The City of Grand Island is proposing to purchase four (4) Panasonic Tough Book Model 29 laptop computers within the first year of the grant to be installed in marked patrol cars within the Grand Island Police Department. There is a constant need to improve the sharing of Public Safety information between the Hall County Emergency Management Center, local/county/State law enforcement agencies, and the local/county fire departments within Hall County. This program will assist with this coordination of effort.

Program #2: Central Nebraska Drug Court – Including Hall County and the City of Grand Island.

The City of Grand Island is proposing to spend a portion of awarded money within the first year of the grant period to assist with costs associated with the Central Nebraska Drug Court Director's Salary. Part of the director's salary in the past, which is approximately \$37,000 per year, was paid out of Byrne grant money. The Justice Assistance Grant money will replace the loss in revenue of the Byrne money.

The Central Nebraska Drug Court is a multi-phase, judicially supervised program with comprehensive treatment services. Eligible offenders will be non-violent, chemically dependent, and willing to enter the drug court voluntarily. This court is post-adjudicatory and upon successful completion of the Drug Court Program the defendant may withdraw his/her plea and no sentencing / conviction will be imposed.

Only traditional efforts are being made to combat the drug epidemic in this area at this time. It is believed that the Central Nebraska Drug Court is



needed due to increase of drug -related crimes and the inability of our current system to reduce substance abuse or criminal activity.

Each participant will be expected to participate in the Drug Court for a minimum of 18 months and comply with personalized plans that lay out expectations regarding treatment, support groups, educational groups, drug testing, employment, education, and court hearings. In response to the obvious needs in Hall County, the Central Nebraska Drug Court recognizes that local judicial and enforcement agencies have united to provide alternatives to incarceration and attempt to reduce substance abuse in this area.

Program #3: Law Enforcement Equipment Purchase – Hall County Sheriff’s Department (Disparate Agency).

The City of Grand Island is proposing to allocate a portion of the awarded funding to Hall County. These funds will be used by the Hall County Sheriff’s Department within the first year of the grant period to purchase corner strobe lights for twenty (20) of their marked patrol vehicles. This purchase is designed to greatly enhance visibility of the patrol vehicles when responding to all emergency situations. The Hall County Sheriff’s Department routinely assists the Grand Island Police Department and Nebraska State Patrol and also is the sole law enforcement provider for several small communities within the County.

Justice Assistance Grant  
Budget Narrative

City of Grand Island  
Grant #2005-F4387-NE-DJ  
Grant Period: 5-1-05 to 5-1-09  
Total Direct Award: \$34,581

**Program #1:** Law Enforcement Equipment Purchase – City of Grand Island, Police Department.

Purchase four (4) Panasonic Tough Book model 29 laptop computers at \$4,322.75 each for a total of \$17,291.

**Program #2:** Central Nebraska Drug Court – Including Hall County and the City of Grand Island.

Provide \$8,645 toward the Central Nebraska Drug Court Director's salary to support and implement the continuation of the program.

**Program #3:** Law Enforcement Equipment Purchase – Hall County Sheriff's Department (Disparate Agency).

Provide \$8,645 to Hall County for the Hall County Sheriff's Department to purchase corner strobe lights for twenty (20) marked patrol vehicles at a cost of \$432.25 for each vehicle.



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E9

**Public Hearing on Acquisition of Property Located at 1203-1205  
West 3rd Street (Grand Island Library Foundation, Inc.  
Previously Owned by S. Douglas Kucera and Marcia K. Almquist)**

Staff Contact: Doug Walker

# **Council Agenda Memo**

**From:** Douglas R. Walker, City Attorney

**Meeting:** April 12, 2005

**Subject:** Public Hearing on Acquisition of Real Estate Located at 1203-1205 West Third Street, Grand Island, Nebraska. (Grand Island Library Foundation, Inc., previously owned by S. Douglas Kucera and Marcia K. Almquist)

**Item #'s:** E-9 & G-22

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

## **Background**

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

## **Discussion**

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

## **Alternatives**

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

1. Pass a resolution approving the acquisition of this real estate.
2. Do not pass a resolution approving the acquisition of the real estate.
3. Postpone the issue to future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve the resolution for the acquisition of the real estate as set forth above.

## **Sample Motion**

Motion to approve the acquisition of the real estate located at 1203-1205 West Third Street and described as the Northerly Ninety-four feet (94') of Lot One (1), Block Sixteen (16), in Arnold and Abbott's Addition to the City of Grand Island, Hall County, Nebraska.



Location of  
1203-1205 W 3rd St.

3rd St W

Lincoln Ave N

Washington St N

Adams St N

2nd St W

# LOCATION MAP



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E10

**Public Hearing on Acquisition of Utility Easement Located at 530  
N Webb Rd (Abundant Life Christian Center)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** April 12, 2005

**Subject:** Public Hearing on Acquisition of Utility Easement  
Located at 530 N Webb Rd (Abundant Life Christian Center)

**Item #'s:** E-10 & G-23

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

## **Background**

Council action is necessary for the City of Grand Island to acquire public easements. The Public Works department needs to acquire an easement along the property of 530 N Webb Rd.

## **Discussion**

The Utility Easement is needed in order to construct the Sanitary Sewer Project in this area. This easement will be used in order to have access to install, upgrade, maintain, and repair public utilities including but not limited to sanitary sewers, storm sewers, water mains, electric utility poles, overhead and underground power lines, manholes, pipelines, surface markers, and other appurtenances, upon, over, along, in, underneath and through the tract of land.

## **Alternatives**

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

1. Move to approve the acquisition of the easement.
2. Refer the issue to a committee.
3. Postpone the issue.
4. Take no action on the issue.

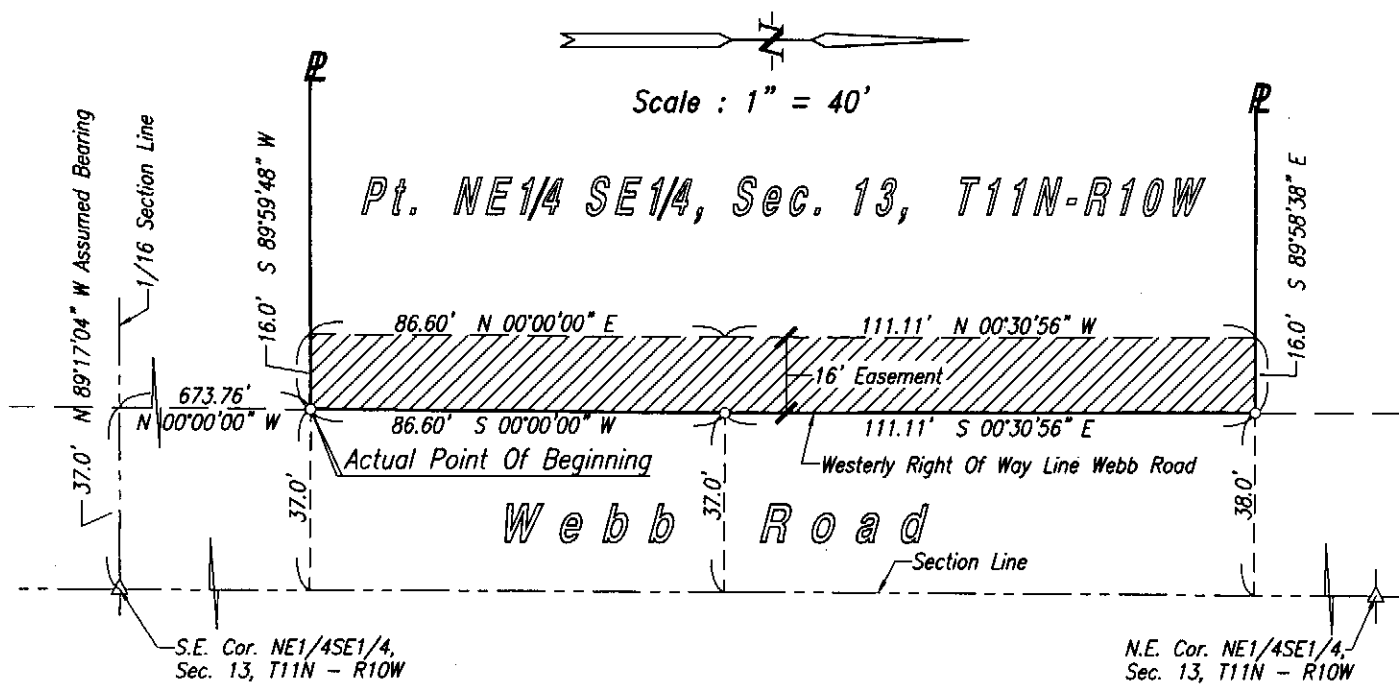


## **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Utility Easement.

## **Sample Motion**

Move to approve the acquisition of the Utility Easement.



### EASEMENT

A tract of land comprising a part of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), of Section Thirteen (13), Township Eleven (11) North, Range Ten (10) West of the 6th. P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of said Northeast Quarter of the Southeast Quarter (NE1/4SE1/4); thence running westerly along the south line of said Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), on an Assumed Bearing of N89°17'04"W, a distance of Thirty Seven (37.0) feet, to a point on the westerly right of way line of Webb Road; thence running N00°00'00"W, along the westerly right of way line of Webb Road, a distance of Six Hundred Seventy Three and Seventy Six Hundredths (673.76) feet, to the ACTUAL point of beginning, said point also being Thirty Seven (37.0) feet west of the east line of said Northeast Quarter of the Southeast Quarter (NE1/4SE1/4); thence running S89°59'48"W, a distance of Sixteen (16.0) feet; thence running N00°00'00"E, a distance of Eighty Six and Sixty Hundredths (86.60) feet; thence running N00°30'56"W, a distance of One Hundred Eleven and Eleven Hundredths (111.11) feet; thence running S89°58'38"E, a distance of Sixteen (16.0) feet, to a point on the westerly right of way line of Webb Road, said point also being Thirty Eight (38.0) feet west of the east line of said Northeast Quarter of the Southeast Quarter (NE1/4SE1/4); thence running S00°30'56"E, along the westerly right of way line of Webb Road, a distance of One Hundred Eleven and Eleven Hundredths (111.11) feet, to a point Thirty Seven (37.0) feet west of the east line of said Northeast Quarter of the Southeast Quarter (NE1/4SE1/4); thence running S00°00'00"W, a distance of Eighty Six and Sixty Hundredths (86.60) feet, to the ACTUAL point of beginning and containing 0.073 acres more or less.



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E11

**Public Hearing on Acquisition of Sanitary Sewer Easement  
Located at 9 Dakota Drive (Joel Shafer)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** April 12, 2005

**Subject:** Public Hearing on Acquisition of Right-of-Way at 9 Dakota Drive (Joel and Jannelle Shafer)

**Item #'s:** E-11 & G-24

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

## **Background**

Nebraska State Law requires a Public Hearing and Council approval for acquisition of property. The Public Works Department needs to acquire Right-of-Way along the property of 9 Dakota Drive.

## **Discussion**

The Right-of-Way is needed in order to construct the Sanitary Sewer District in the area.

## **Alternatives**

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

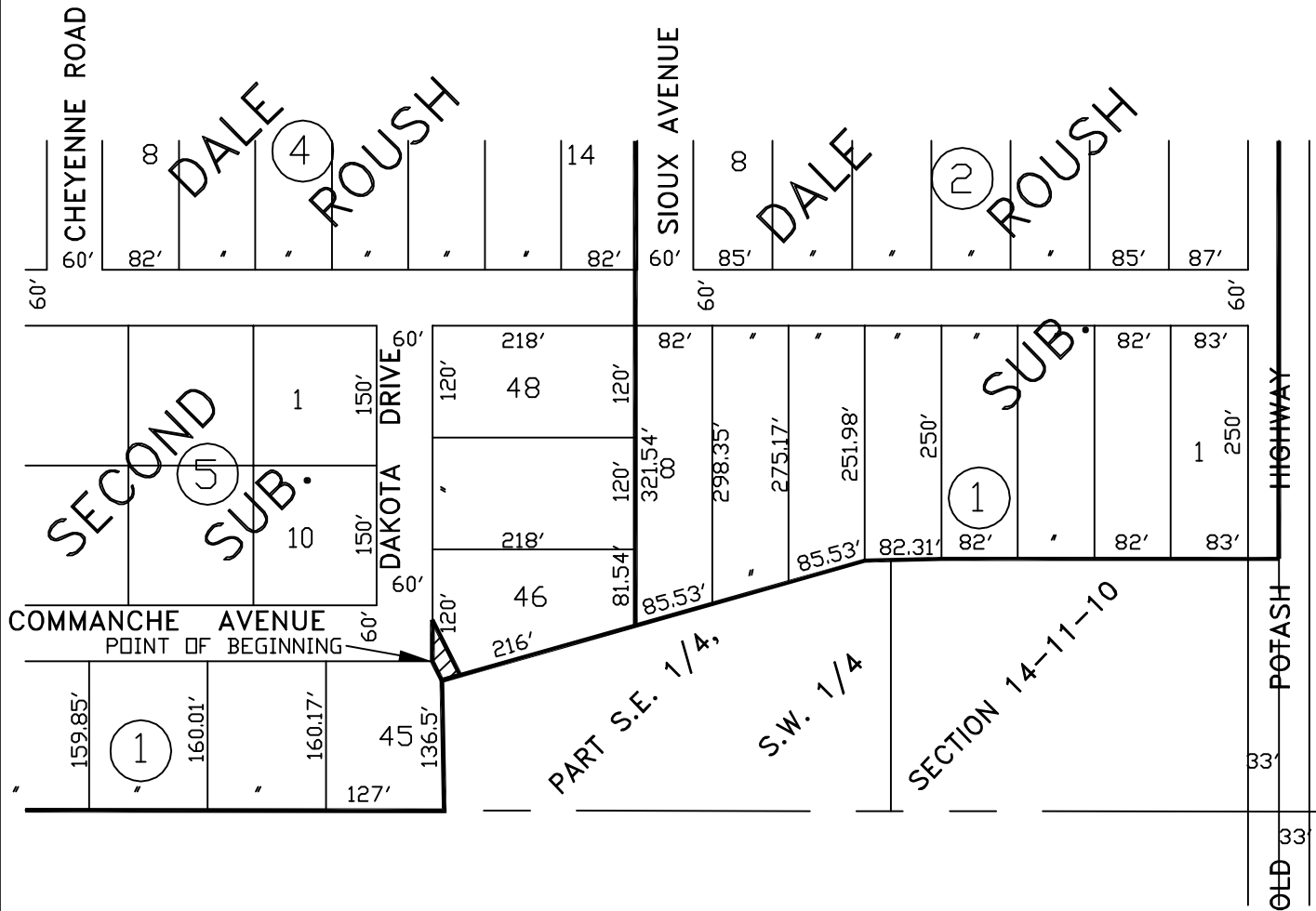
1. Move to approve the acquisition of the Right-of-Way.
2. Refer the issue to committee.
3. Postpone the issue.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Right-of-Way.

## **Sample Motion**

Move to approve the acquisition of the Right-of-Way.



AREA TO BE ACQUIRED FROM  
JOEL B. SHAFER



EXHIBIT "A"

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

DATE: 10/1/04  
DRN BY: L.D.C.  
SCALE: 1"=200'

PLAT TO ACCOMPANY  
EASEMENT



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E12

**Public Hearing on Acquisition of Right-of-Way Adjacent to and North of 1 Navajo Drive and 2 Navajo Drive (Jacqueline Hanover and Ted & Imogene Lechner)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** April 12, 2005

**Subject:** Public Hearing on Acquisition of Right-of-Way Adjacent to and North of 1 Navajo Drive and 2 Navajo Drive (Jacqueline Hanover and Ted & Imogene Lechner)

**Item #'s:** E-12 & G-25

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

## **Background**

Nebraska State Law requires a Public Hearing and Council approval for acquisition of property. The Public Works Department needs to acquire Right-of-Way adjacent to the properties of 1 Navajo Drive and 2 Navajo Drive.

## **Discussion**

The Right-of-Way is needed in order to construct the Sanitary Sewer District in the area.

## **Alternatives**

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

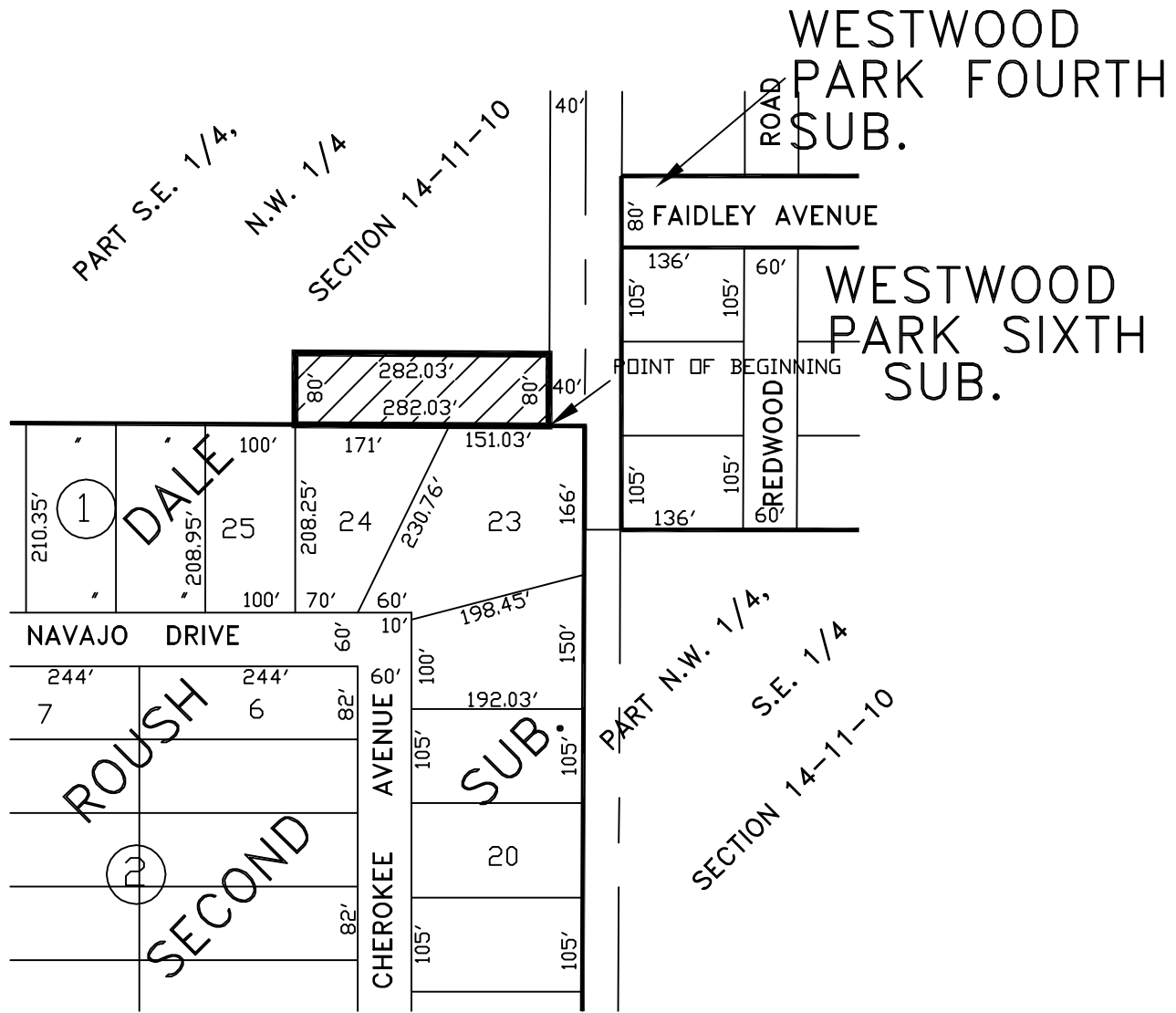
1. Move to approve the acquisition of the Right-of-Way.
2. Refer the issue to committee.
3. Postpone the issue.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Right-of-Way.

## **Sample Motion**

Move to approve the acquisition of the Right-of-Way.




 AREA TO BE ACQUIRED FROM JACQUELINE HANOVER,  
 AND IMOGENE L. LECHNER CO-TRUSTEES, AND  
 TEDDY LECHNER



EXHIBIT "A"





# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E13

**Public Hearing on Acquisition of Utility Easement Located at  
2620 W. Faidley Avenue (St. Francis Medical Center)**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director  
**Meeting:** April 12, 2005  
**Subject:** Acquisition of Utility Easement – 2620 W. Faidley Avenue (St. Francis Medical Center)  
**Item #'s:** E-13 & G-28  
**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 St. Francis Medical Center located at 2620 W. Faidley Avenue, in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair water lines.

## **Discussion**

This easement will be used to install a new water main to provide fire protection and domestic service to the new nine story structure of St. Francis Medical Center.

## **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

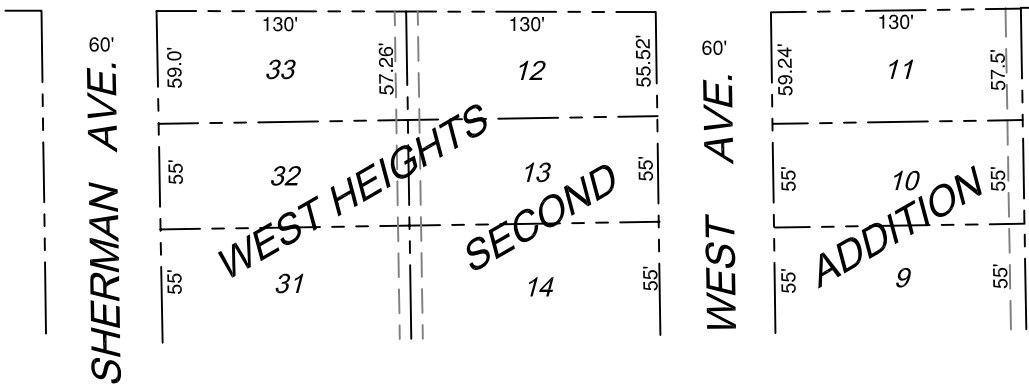
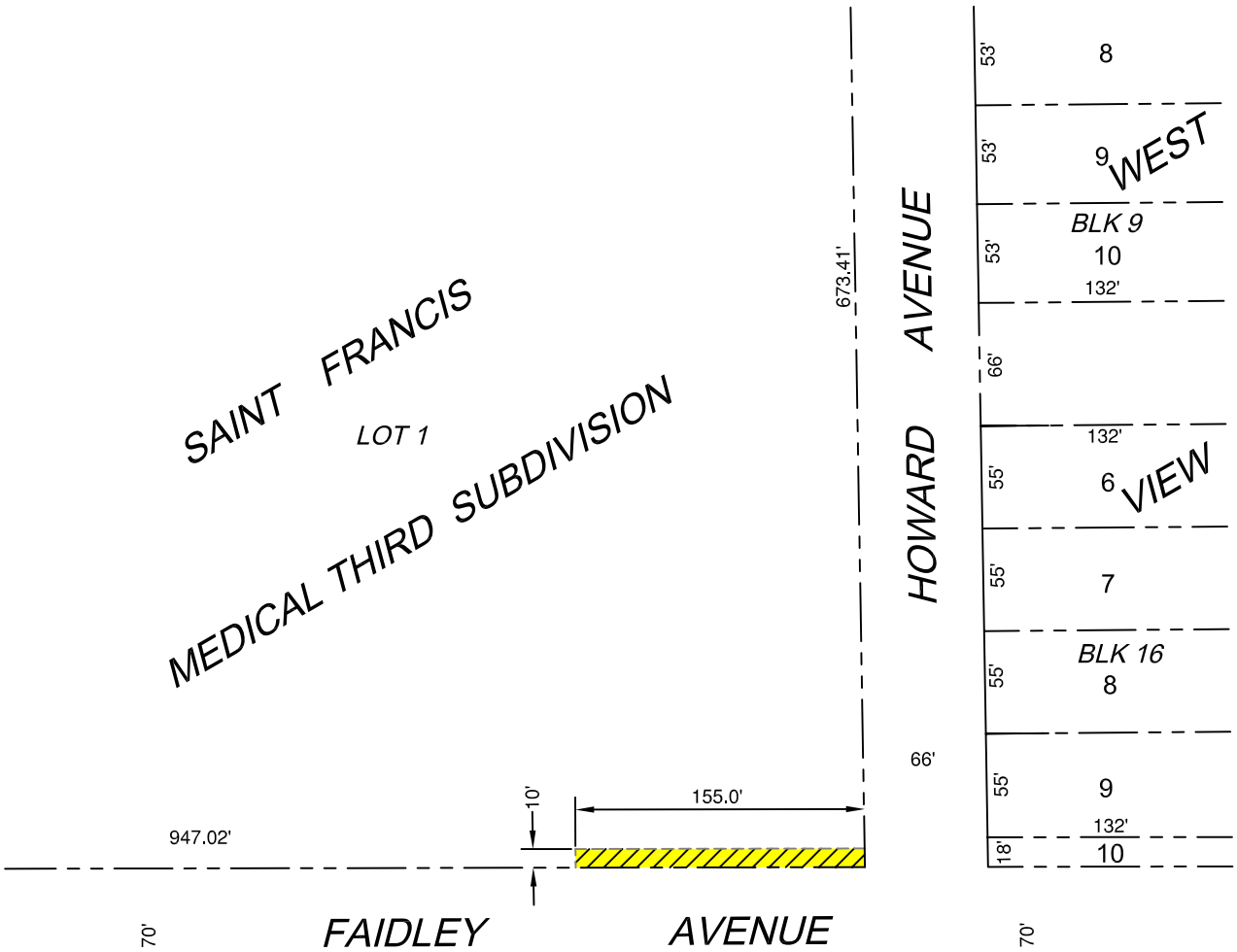
## **Recommendation**


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.

SAINT FRANCIS  
 LOT 1  
 MEDICAL THIRD SUBDIVISION



**LEGEND**  
 INDICATES 10' WIDE UTILITY EASEMENT

CITY OF  
**GRAND ISLAND**  
 UTILITIES DEPARTMENT

**EXHIBIT "A"**

DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 2/2/2005	FILE: ST. FRANCIS



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item E14

**Public Hearing on Acquisition of Utility Easement Located at 804  
N. Webb Road (WCI, LLC)**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director  
**Meeting:** April 12, 2005  
**Subject:** Acquisition of Utility Easement – 804 N. Webb Road  
WCI, LLC  
**Item #'s:** E-14 & G-29  
**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 WCI, LLC, located at 804 N. Webb Road, between Home Depot and Tier One Bank, in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used to locate high voltage underground cables and a pad-mounted transformer to serve electricity to the new building (Xenon International Hair Design School).

## **Alternatives**

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

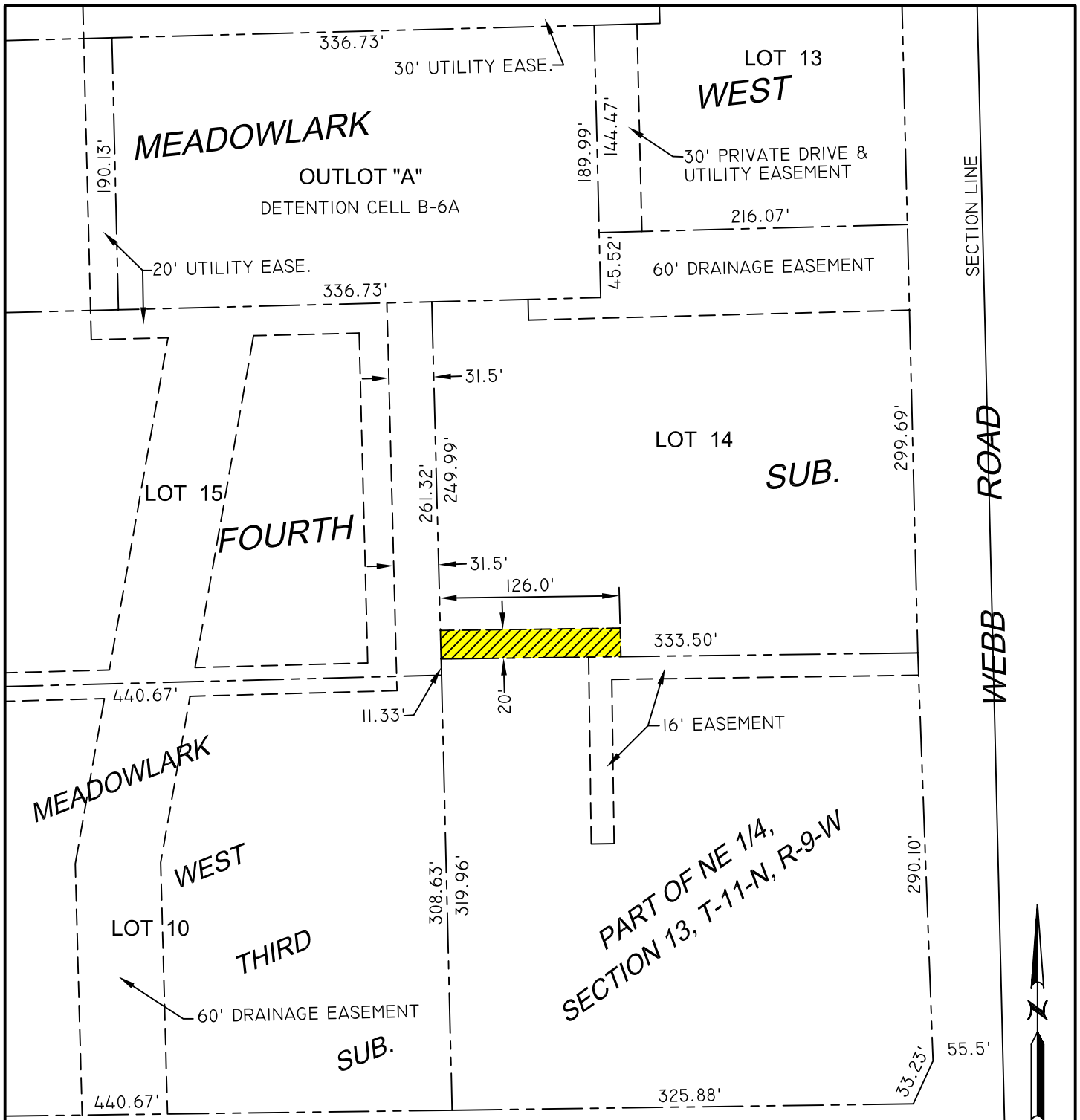
1. Make a motion to approve.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **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.



**LEGEND**

 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

**EXHIBIT "A"**

DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 3/30/2005	MEADOWLARK WEST



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item F1

**#8969 - Consideration of Assessments for Street Improvement  
District 1221; South Locust Street from US HWY 34 to Stolley  
Park Road**

*This item relates to afore mentioned Board of Equalization Item D-1.*

Staff Contact: Steven P. Riehle, Public Works Director

\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 8969

An ordinance to assess and levy a special tax to pay the cost of construction of Street Improvement District No. 1221 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provision of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of construction of said Street Improvement District No. 1221 - Sidewalks, as adjudged by the Council of said City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



ORDINANCE NO. 8969 (Cont.)

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Stratford Plaza LLC	Lot 11, Woodland Second Subdivision	5,823.84
Helen M. Otto, Laurence Otto, POA	Lot 10, Woodland Second Subdivision	1,689.60
Bennett Properties Inc.	Lot 9, Woodland Second Subdivision	1,596.67
Bosselman, Inc.	Lot 8, Woodland Second Subdivision	1,630.46
Integrated Holdings, Inc.	Part of the S1/2, SW1/4 of Section 27-11-9; more particularly described as follows:  Beginning at the NW corner of said S1/2, SW1/4; thence south on the west line of the SW1/4 73.0 feet; thence deflecting left 88°41'13" and running east 168.0 feet; thence deflecting right 88°30'15" and running south 74.64 feet to the east ROW of Locust Street, this being the Actual Point of Beginning; thence continuing southerly along said ROW 46.65 feet; thence southwesterly along the arc of a curve whose radius is 93.15 feet, an arc distance of 53.28 feet to another point of curvature; thence southwesterly along the arc of a curve whose radius is 272.4 feet, an arc distance of 154.5 feet; thence running southerly along said ROW and the final tangent of preceding curve, a distance of 262.1 feet; thence easterly along the north line of S1/2, SW1/4, SW1/4 264.6 feet; thence deflecting left 91°33'05" and running northerly 229.23 feet; thence deflecting right 88°15'01" and running easterly 56.74 feet; thence deflecting left 88°15'01" and running northerly 195.4 feet; thence deflecting left 90°06'19" and running westerly a distance of 6.11 feet; thence northwesterly along the arc of a curve whose radius is 122.99 feet, the long chord deflecting right 09°49'02", a distance of 2.12 feet; thence northwesterly along the final tangent of the preceding course, a distance of 72.0 feet; thence northwesterly along the arc of a curve whose radius is 331.88', a distance of 121.53 feet to the actual point of beginning.	4,776.29
Vanosdall Softball Fields, Inc.	Part of the S1/2, SW1/4 of Section 27-11-9; more particularly described as follows:  Beginning at the NW corner of said S1/2, SW1/4; thence east on the north line of the S1/2, SW1/4 1,877.89 feet; thence deflecting right 89°58'40" and running south 327.51 feet; thence deflecting right 59°33'57" and running southwest 654.09 feet; thence deflecting right 30°48'56" and running west 106.0 feet; thence south parallel to the east line of SW1/4, SW1/4 581.92 feet to the northerly ROW line of U.S. Highway 34; thence northwesterly along the ROW line 298.1 feet; thence northwesterly along the ROW line 522.22 feet; thence deflecting right 83°21'07" and running north 753.83 feet; thence deflecting right 88°25'01" and running east 56.74 feet; thence deflecting left 88°15'01" and running north 195.4 feet; thence deflecting left	1,606.18

ORDINANCE NO. 8969 (Cont.)

	90°06'19" and running west 6.11 feet; thence running northwest along the arc of a curve whose radius is 122.99 feet, the long chord of which deflects right 09°49'02", an arc distance of 82.12 feet; thence deflecting right 19°08'42" a distance of 72.0 feet; thence northwesterly along the arc of a curve whose radius of 331.88 feet an arc distance of 121.53 feet; thence deflecting right 81°56'35" and running north 74.64 feet; thence west parallel to the north line of said S1/2, SW1/4 168.0 feet to the west line of Section 27; thence north along the west line of Section 27, 73.0 feet to the place of beginning.	
Rex E. and Jonadyne A. Carpenter	Lot 1, Woodland First Subdivision	1,856.98
Rex E. and Jonadyne A. Carpenter	Lot 2, Woodland First Subdivision	1,856.98
MIK, LLC	Part of the NW1/4, S1/4 of Section 27-11-9; more particularly described as follows:  Beginning at the southwest corner of said NW1/4, SW1/4; thence northerly along the west line of said NW1/4, SW1/4 on an assumed bearing of N00°00'00"E for 323.97 feet; thence S88°38'31"E for 659.92 feet; thence S00°00'46"E for 323.37 feet to a point on the south line of said NW1/4, SW1/4; thence N88°41'10"W along the south line of said NW1/4, SW1/4 660.02 feet to the point of beginning.	2,824.80
Equitable Federal Savings Bank of Grand Island	Lot 3, Woodland First Subdivision	1,483.68
Danny Oberg	Lot 4, Woodland First Subdivision	1,733.95
Theodore J. Robb	Part of the NW1/4, SW1/4 of Section 27-11-9; more particularly described as follows:  Beginning on the west line of Section 27, said point being 324.0 feet north of the northwest corner of SW1/4, SW1/4 of said Section 27; thence east parallel with the south line of said SW1/4, SW1/4, for a distance of 660.0 feet; thence north parallel with the west line of said Section 27, for 336.0 feet; thence west parallel with the south line of said SW1/4, SW1/4 for a distance of 660.0 feet; thence south along the west line of said Section 27, a distance of 336.0 feet to the point of beginning.	2,966.30
Darryl Wilhelmi	Lot 5, Woodland First Subdivision	1,657.92
Brad Shearer	South 126 feet of the east 260 feet of Lot 6, Woodland First Subdivision	966.24
All Faiths Funeral Home LLC	Part of the NW1/4, SW1/4, a/k/a Part of Lot 4 Island in Section 27-11-9; more particularly described as follows:  Beginning at a point 400.77 feet south of the northwest corner of said SW1/4 of Section 27; thence running easterly and parallel to the northerly line of said SW1/4, a distance of 433.0 feet; thence southerly and parallel to the west line of said SW1/4, a distance of 240.0 feet;	3,295.78

ORDINANCE NO. 8969 (Cont.)

	thence westerly and parallel to the northerly line of said SW1/4, for a distance of 433.0 feet; thence northerly for a distance of 240.0 feet to the point of beginning.	
John L. and Beth A. French	Lot 1, Knox Subdivision	2,404.51
Jack E. Rasmussen, Joanne L. Rasmussen, Richard S. Rasmussen, June E. Blackburn and William G. Blackburn	Lot 1 (except north 25 feet of east 260 feet), Woodland Third Subdivision and the north 50 feet of east 260 feet of Lot 6, Woodland First Subdivision	940.90
William E. Lawrey	North 25 feet of east 260 feet of Lot 1, all of Lot 2, Woodland Third Subdivision	1,130.98
Alpha Corporation	East 260 feet of Lot 8, Woodland First Subdivision	958.85
Theodore J. Robb	Lot 1, Knox Third Subdivision	633.60
Theodore J. Robb	Lot 2, Knox Third Subdivision	623.04
Theodore J. Robb	Lot 3, Knox Third Subdivision	528.00
McDermott & Miller P.C.	Lot 1, Woodridge South Subdivision	1,349.57
William E. and Sandra L. Lawrey	Lot 1, Garrison Subdivision	1,259.81
Marion D. Larsen, Trustee	Lot 2, Woodridge South Subdivision	1,461.50
Eloy Uribe and Oralia Erives	Part of the SW1/4, NW1/4 of Section 27-11-9; more particularly described as follows:  Beginning at a point 377.5 feet north of and 33 feet east of the quarter section corner between Sections 27 & 28; thence running north parallel to the west line of said Section 27, a distance of 147.5 feet; thence easterly at right angles a distance of 354.65 feet; thence southerly at right angles a distance of 147.5 feet; thence westerly at right angles a distance of 355.9 feet to the point of beginning.	1,123.58
Marion D. Larsen, Trustee	South 71 feet of Lot 26 and north 79 feet of Lot 27, Holcomb's Highway Homes Subdivision	1,416.10
McCloud Super 8 Motel, Inc.	Part of Lot 25, Matthew's Subdivision; more particularly described as follows:  Beginning at the northwest corner of said Lot 25; thence easterly along the north line of said Lot 25, 822.48 feet to the northeast corner of said Lot 25; thence southerly on the east line of said Lot 25, a distance of 324.65 feet to the centerline of Wood River; thence deflecting right 23°55'50" and running southwesterly along said centerline, a distance of 98.4 feet; thence deflecting right 63°39'10" and running westerly a distance of 417.33 feet; thence deflecting right 91°53' and running northerly a distance of 268.21 feet; thence deflecting left 90°01'50" and running westerly, a distance of 361.5 feet to the west line of said Lot 25; thence north along the west line of said Lot 25, a distance of 268.33 feet to the point of beginning.	2,167.97
Alvina Hernandez	South 97 feet of Lot 24, Lot 25, and the north 38 feet of	1,807.87

ORDINANCE NO. 8969 (Cont.)

	Lot 26, Holcomb's Highway Homes Subdivision	
City of Grand Island	Lot 1, Mil-Nic Second Subdivision	368.54
Cedar Street Investment Co., a/k/a Nebraska Mil-Nic, Inc.	Lot 2, Mil-Nic Second Subdivision	3,438.34
Charles E. Douthit	Lot 21, Holcomb's Highway Homes Subdivision	384.38
Video Kingdom of Grand Island, Inc.	South 108 feet of Lot 20, Holcomb's Highway Homes Subdivision	597.70
Rickie D. and Susan J. Noden	South 52 feet of Lot 19 and North 1 foot of Lot 20, Holcomb's Highway Homes Subdivision	241.82
Jerry and Geraldine K. Alberts	Lot 2, Shovlain Second Subdivision	379.10
Gary E. and Linda D. Shovlain	Lot 3, Shovlain Second Subdivision	1,775.14
Dianna D. Duering	Lot 1, Bartz Subdivision	1,051.78
Ryan and Darcy Hansen	Lot 15, Holcomb's Highway Homes Subdivision	911.33
Robert D. Hancock and Charles L. Hancock	Lot 14, Holcomb's Highway Homes Subdivision	956.74
Ronald J. and Lori D. Willis	NE1/4, NE1/4 of Section 28-11-9; more particularly described as follows:  Beginning at a point on the east line of said Section 28, 605 feet south of the northeast corner of said section; thence west parallel to the north line of Section 28, a distance of 233 feet; thence south 100 feet; thence east 233 feet; thence north on the east line of Section 28, 100 feet to the point of beginning.	840.58
Bradley L. Shanahan and Teresa L. Brooks	East 100 feet of Lot 12 and Lot 13, Holcomb's Highway Homes	2,221.80
<b>TOTAL</b>		<b>\$66,739.20</b>

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in fifty days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years, one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; and one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments,

ORDINANCE NO. 8969 (Cont.)

except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of fourteen percent (14.0%) per annum shall be paid thereon, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Paving District Assessment Fund" for Street Improvement District No. 1221.

SECTION 5. Any provision of the Grand Island City Code, and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: April 12, 2005.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item F2

**#8970 - Consideration of Vacating an Alley Between 4th Street and 5th Street, West of St. Paul Rd (Behind Former 3rd City Livestock Sale Barn)**

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

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

**Meeting:** April 12, 2005

**Subject:** Consideration of Vacating an Alley Between 4<sup>th</sup> Street and 5<sup>th</sup> Street, West of St. Paul Rd (Behind Former 3<sup>rd</sup> City Livestock Sale Barn)

**Item #'s:** F-2

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

## Background

Council action is required for vacation of Right-of-Way through the passing of an ordinance.

## Discussion

The current owner of the adjacent property, Rick Johnson, will be re-platting the area between 4<sup>th</sup> Street and 5<sup>th</sup> Street, west of St. Paul Rd to accommodate the construction of a new building. Public utilities will still be available to the property from other directions so it is not necessary to retain the alley as an easement.

## Alternatives

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

1. Approve the request to vacate the alley between 4<sup>th</sup> Street and 5<sup>th</sup> Street, West of St. Paul Rd.
2. Refer the issue to a Committee.
3. Postpone the issue.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council pass an ordinance vacating the alley between 4<sup>th</sup> Street and 5<sup>th</sup> Street, West of St. Paul Rd.

## **Sample Motion**

Approve the request to vacate the alley between 4<sup>th</sup> Street and 5<sup>th</sup> Street, West of St. Paul Road.



5TH STREET

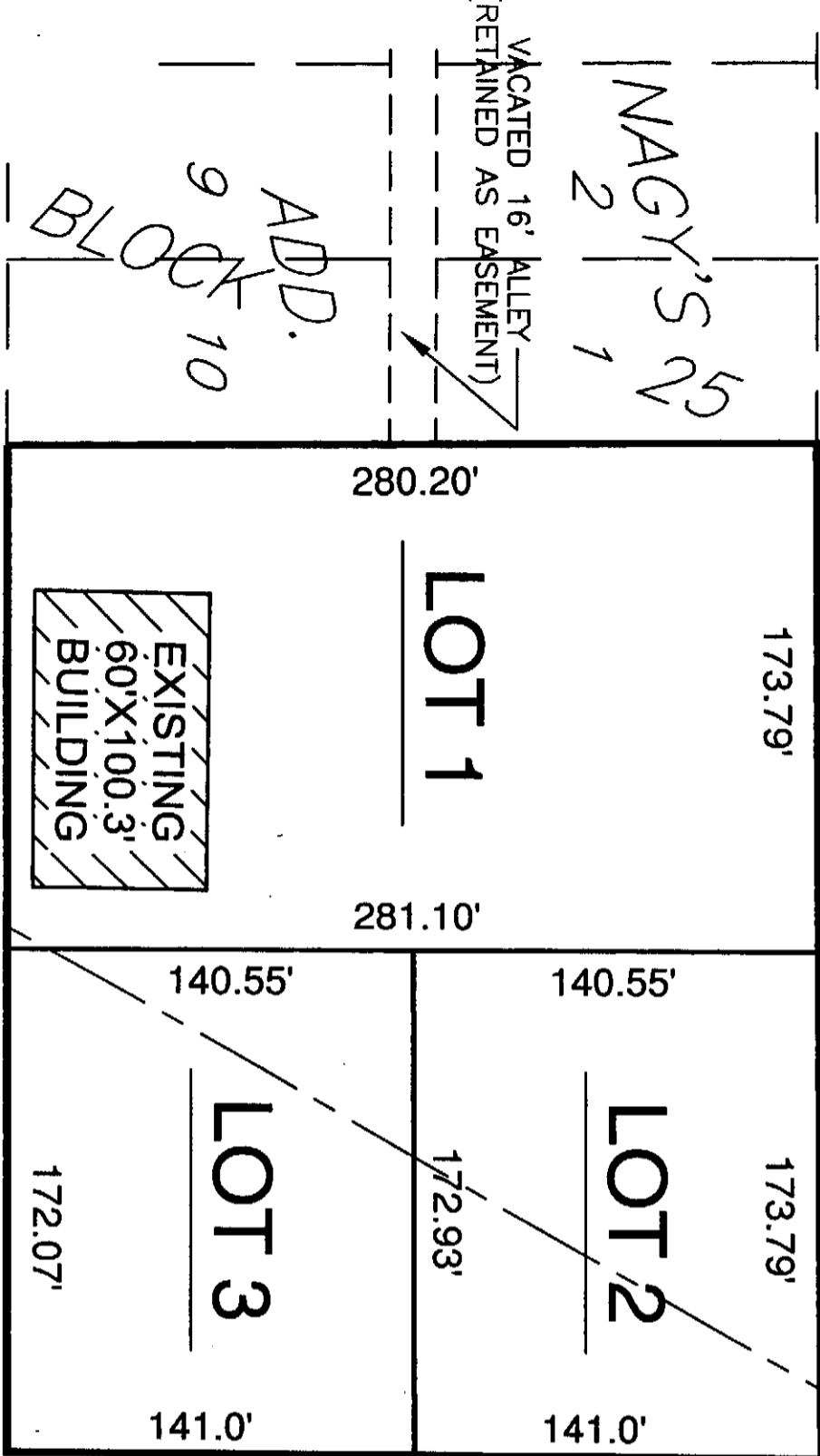
347.58'

MAGY'S 25  
2 1

VACATED 16' ALLEY  
(RETAINED AS EASEMENT)

ADD.  
9 OF 10

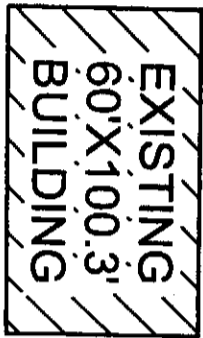
BLOCK



280.20'

173.79'

LOT 1



172.07'

281.10'

140.55'

140.55'

LOT 2

173.79'

172.93'

LOT 3

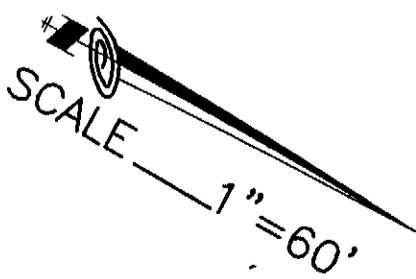
172.07'

141.0'

141.0'

282.0'

ST. PAUL ROAD



4TH STREET

# PROPOSED PATRICK SUBDIVISION

IN THE CITY OF GRAND ISLAND, NEBRASKA

\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 8970

An ordinance to a portion of an alley located between 4<sup>th</sup> Street and 5<sup>th</sup> Street, and west of St. Paul Road in the City of Grand Island, Hall County, Nebraska; to provide for the filing of this ordinance in the office of the Register of Deeds of Hall County, Nebraska; 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. That the portion of the alley located between 4<sup>th</sup> Street and 5<sup>th</sup> Street, and west of St. Paul Road in the City of Grand Island, Hall County, Nebraska, is hereby vacated. Such portion of the alley is more particularly described as follows:

All of the Sixteen (16.0) foot wide alley abutting Fractional Lots One (1), Two (2), Seven (7), Eight (8), and Lots Nine (9) and Ten (10) in Fractional Block Sixteen (16), Evans Addition to the City of Grand Island, Hall County, Nebraska, and abutting Lots Thirteen (13) through Nineteen(19), inclusive, that part of Lots Ten (10) and Eleven (11) lying south of 5<sup>th</sup> Street, in the County Subdivision of the West Half of the Southwest Quarter (W1/2, SW1/4) of Section Ten (10), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, said alley lying between 4<sup>th</sup> Street and 5<sup>th</sup> Street, and running from the west line of St. Paul Road to the east line of Lot Twelve (12), of the aforementioned County Subdivision. Such property is shown on the drawing dated March 17, 2005, attached hereto and incorporated herein by this reference.

Approved as to Form    ☐ \_\_\_\_\_  
April 6, 2005            ☐ City Attorney

ORDINANCE NO. 8970 (Cont.)

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate abutting the same in proportion to the respective ownership of such real estate.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, without the drawing, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: April 12, 2005.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item F3

**#8971 - Consideration of Amending Chapter 24-8 of the Grand Island City Code Relative to Swimming at L.E. Ray Lake**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

**From:** Steve Paustian, Parks and Recreation Director  
**Meeting:** April 12, 2005  
**Subject:** Swimming at L. E. Ray Park  
**Item #'s:** F-3  
**Presenter(s):** Steve Paustian, Parks and Recreation Director

## **Background**

The Park and Recreation Department has been responsible for the operation of L. E. Ray Park for over thirty years. During this time recreational swimming has been a component of the use of the park. Over time, the use of L.E. Ray Lake for swimming has diminished, as has the area available for swimming due to the ongoing drought.

## **Discussion**

Over the past twelve years a swim at your own risk, in a designated area policy has been in place. Unfortunately, during this time many people have chosen to ignore the rules and have swum all over the lake. Several people have lost their lives to drowning in L. E. Ray Lake during this period.

At the same time members of the dive rescue team have used the lake for scuba diving training. The scuba training is necessary to provide a service vital to the community and surrounding areas.

## **Alternatives**

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

1. Move to approve Ordinance No. 8971.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

## **Recommendation**

It is the recommendation of staff to eliminate all swimming in L.E. Ray Lake. The recommendation also includes a provision to allow scuba diving in the lake per Nebraska Game and Parks Commission Regulations.

## **Sample Motion**

Motion to approve the modification to the City Code eliminating swimming in L.E. Ray Lake with the exception of Scuba Diving per Nebraska Game and Parks Commission regulations.

001.17 SCUBA Diving

001.17A SCUBA Diving is defined as swimming with the aid of self-contained underwater breathing apparatus (airtanks) and shall not apply to snorkeling.

001.17B SCUBA Diving is prohibited within 200 feet of the limits of designated swimming, boat mooring and boat docking areas.

001.17C The International Divers Flag must be displayed whenever engaged in SCUBA diving. The SCUBA diver must stay within 150 feet of his flag.

001.17D SCUBA diving is permitted in all waters owned or controlled by the Commission except in waters and at times where such activity is prohibited in the interest of public safety or health, which excepted waters shall be designated by regulation and/or posted signs.

ORDINANCE NO. 8971

An ordinance to amend Chapter 24 of the Grand Island City Code; to amend Section 24-8 pertaining to swimming at L.E. Ray Lake; to repeal Section 24-8 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 24-8 of the Grand Island City Code is hereby amended to read as follows:

**§24-8. Swimming In City Lakes**

(1) It shall be unlawful for any person to swim at any hour in Pier Park Lake, L.E. Ray Lake, Eagle Scout Park Lake, or any other body of water owned and maintained by the City, except that swimming shall be allowed in the municipal pools ~~and in the area of L.E. Ray Lake that is specifically designated for swimming.~~

(2) Scuba diving shall be allowed at L.E. Ray Lake in accordance with Nebraska Game and Parks Commission regulations.

~~(3)~~(2) The Parks and Recreation Director shall cause all lakes and bodies of water wherein swimming is prohibited to be posted. Such posting shall not be mandatory for enforcement of this section if such person has actual or constructive notice of this prohibition.

SECTION 2. Section 24-8 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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



ORDINANCE NO. 8971 (Cont.)

Enacted: April 12, 2005.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G1

### **Approving Minutes of March 22, 2005 City Council Regular Meeting**

*The Minutes of March 22, 2005 City Council Regular Meeting are submitted for approval.  
See attached MINUTES.*

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 22, 2005

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 22, 2005. Notice of the meeting was given in the *Grand Island Independent* on March 16, 2005.

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

PLEDGE OF ALLEGIANCE was said followed by the INVOCATION given by Pastor Gary Schulte, Evangelical Free Church, 2609 South Blaine Street.

MAYOR COMMUNICATION: Mayor Vavricek listed the City Council Goals for 2005-2006 as discussed at the Council Retreat. Mentioned was the Cities Conference that was held in Washington, D.C. which was attended by Mayor Jay Vavricek, City Administrator Gary Greer, and Councilmember Carole Cornelius. Also mentioned was the fact that Grand Island had sent more care packages to the soldiers in Iraq than any other community as reported by Paul Harvey.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Robert Holmes, Computer Programmer, Finance Department for 35 Years of Service with the City. Mayor Vavricek and the City Council recognized Robert Holmes, Computer Programmer, Finance Department for 35 years of service with the City. Finance Director David Springer commented on Mr. Holmes service. Mr. Holmes was present for the recognition.

Proclamation "Child Abuse Prevention Month" April 2005. Mayor Vavricek proclaimed the month of April, 2005 as "Child Abuse Prevention Month". June Oliphant and Kelli Czarnick – Co-Chairwomen of the Child Abuse Prevention Month and Blue Ribbon Campaign were present to receive the proclamation.

Proclamation "Community Development Week" March 28 – April 3, 2005. Mayor Vavricek proclaimed the week of March 28 – April 3, 2005 as "Community Development Week". Community Development Specialist Joni Kuzma was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 3604 South Blaine Street. (H & J Investments) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 3604 South Blaine Street was required in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to place underground cable and a junction box along the south side of Meadowlark Estates. No public testimony was heard.

ORDINANCES:

Councilmember Hornady moved to approve Ordinance #8953 on Final Reading. Second by Cornelius. Upon roll call vote, all voted aye. Motion adopted.

#8953 – Consideration of Annexation of Land Proposed for Platting as Preisendorf Subdivision Located North of Oklahoma Avenue and East of Washington Street (Final Reading)

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

#8963 - Consideration of Creation of Water Main District No. 449T – North Road and Faidley Avenue

#8968 – Consideration of Creation of Sanitary Sewer No. 517, Deadwood Subdivision near Johnstown Road and Arch Avenue

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 Hornady seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

A brief explanation was given on each Ordinance by Utilities Director Gary Mader and Public Works Director Steve Riehle.

Motion by Pielstick, second by Meyer to approve Ordinances #8963 and #8968.

City Clerk: Ordinances #8963 and #8968 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #8963 and #8968 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

President Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinances #8963 and #8968 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Items G-4, G-14, and G-17 were pulled for further discussion. Motion by Hornady, second by Gilbert to approve the Consent Agenda excluding Items G-4, G-14, and G-17. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 5, 2005 City Council Special Study Session (Retreat).

Approving Minutes of March 8, 2005 City Council Regular Meeting.

#2005-76 – Approving Final Plat and Subdivision Agreement for Preisendorf Subdivision. It was noted that Priesendorf Plumbing and Hearing, Inc. owner had submitted the final plat for Preisendorf Subdivision, located on land comprising of the NW1/4 NE1/4 of Section 21-11-9 for the purpose of subdividing it into 2 lots.

#2005-78 – Approving Acquisition of Utility Easement Located at 3604 South Blaine Street, South of Highway 34. (H & J Investments)

#2005-79 – Approving Interlocal Cooperative Agreement for High Resolution Orthophotos Project with Nebraska Department of Health and Human Services, Central Platte Natural Resources District, Kearney, Hastings, Scottsbluff, Norfolk, Lancaster County, and Scottsbluff County.

#2005-80 – Approving Agreement to Furnish Ultraviolet Disinfection Equipment with Trojan Technologies, Inc. in an Amount of \$634,110.00.

#2005-81 – Approving Bid Award for One Tandem Articulating Vibratory Roller for the Street & Transportation Division with NSC Equipment of Grand Island, Nebraska in an Amount of \$25,806.00.

#2005-82 – Approving Bid Award for Street Improvement Project 2005-P-1; Concrete Paving on Clause Road for Approximately ¼ Mile North of Old Highway 30 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$139,623.85.

#2005-83 – Approving Agreement for On-Call Engineering Consulting Services for Waste Water Division with CH2M Hill or Denver, Colorado.

#2005-84 – Approving Correction to Resolution #2005-62 Regarding Street Improvement District No. 1255; Independence Avenue, Shanna Street & Lariat Lane. It was noted that the bid amount of \$416,354.66 awarded to A & R Construction Co. of Plainview, Nebraska was corrected.

#2005-85 – Approving Removal of the Handicap Parking Stall in Front of 522 West 1<sup>st</sup> Street, Northeast Corner of 1<sup>st</sup> Street and Elm Street.

#2005-86 – Approving Change Order No. 5 to the Grand Generation Center Renovation and Expansion Project with Starostka Group, Inc. of Grand Island, Nebraska for an Increase of \$2,631.50 and an Adjusted Contract Amount of \$609,088.75.

#2005-88 – Approving Authorization for Mayor to Execute Development Agreement and Loan Documents with Standard Iron, Inc. and the Demeules Family Limited Partnership.

#2005-89 – Approving Supplemental Agreement for Overhead Power Line Encroachment and Crossing Agreement with Union Pacific Railroad Company in an Amount of \$1,500.00.

#2005-91 – Approving Agreement with Grand Island Softball Association.

#2005-92 – Approving Change Order No. 1 to the Contract for Heartland Public Shooting Park with Hooker Brothers Construction of Grand Island, Nebraska for a Decrease of \$110,500.00 and a Revised Contract Amount of \$573,650.00.

#2005-93 – Approving Contract for Design and Engineering Services for Island Oasis Expansion with Olsson Associates of Grand Island, Nebraska in an Amount not to exceed \$42,700.00.

#2005-77 – Approving Contract for Property Room. Com with Property Bureau, Inc. Councilmember Pielstick questioned the advertisement of the auctions. Police Chief Kyle Hetrick reported that the auctions were published in the *Grand Island Independent* only, due to cost and that there had been good turnouts at the auctions.

Motion by Pielstick, second by Whitesides to send this issue to a Study Session. Chief Hetrick commented on storage issues, the benefits of selling over the internet, and the 1 year agreement. Upon roll call vote, Councilmember's Pielstick and Whitesides voted aye. Councilmember's Meyer, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker, and Haase voted no. Motion failed.

Motion by Gilbert, second by Nickerson to approve Resolution #2005-77. Upon roll call vote, Councilmember's Meyer, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker, and Haase voted aye. Councilmember's Pielstick and Whitesides voted no. Motion adopted.

#2005-87 – Approving Contract for Carpet Replacement for Suite 3 with Color Tile & Carpet of Grand Island, Nebraska in an Amount of \$24,459.68. Councilmember Pielstick questioned the 4 week installation of Johnson Cash-Way and their bid being lower than the other two bids received. Craig Lewis, Building Department Director explained the importance of a 1 week installation submitted by Color Tile & Carpet.

Motion by Nickerson, second by Hornady to approve Resolution #2005-87. Upon roll call vote, Councilmember's Meyer, Whitesides, Nickerson, Cornelius, Pauly, Hornady, Walker, and Haase voted aye. Councilmember's Pielstick and Gilbert voted no. Motion adopted.

#2005-90 – Approving Agreement with Northwest Baseball/Softball Association in an Amount of \$2,875.00. Councilmember Pielstick commented on problems at the little league games where the ball field lights were turned off before the players could leave. Parks & Recreation Director Steve Paustian stated these concerns should be brought forward to the Association and then to the Parks & Recreation Department if there were no results.

Motion by Hornady, Second by Cornelius to approve Resolution #2005-90. Upon roll call vote, all voted aye. Motion adopted.

#### RESOLUTIONS:

#2005-94 – Approving Acceptance of Site and Need Study and City Administration Recommendation for Fire Station #1. Fire Chief Jim Rowell reported that over the last few months the City had moved forward with plans to replace Fire Station #1. A committee was formed to manage the process and guide public discussion. This resulted in a Site and Needs Study being presented by RDG Schutte Wilscam Birge, Inc., BKV Group, and Emergency Services Consulting, Inc at the March 1, 2005 Study Session.

City recommendation at that meeting was to build one fire station without headquarters at the Fonner Park location, pay cash for the facility, and to continue to study the need for a fire station in the northeast portion of the City.

Gwen Reed, 2227 West 7<sup>th</sup> Street spoke in opposition. Gloria Otradovsky, 822 E. Delaware spoke in support of a new Fire Station just not at the Dodge Parking lot.

Motion by Meyer, second by Pielstick to approve Resolution #2005-94 using strategy F as recommended by the consulting firm with the following conditions:

1. Fire Station 1 to be built at the Fonner Park Site.
2. Two years after completion of Fire Station 1 the City build a second Fire Station sharing the Lions Club Park thus completing strategy F.

Discussion was held with regards to using current Fire Station #1 as an ambulance only station until the second station was built. Also discussed were response times.

Motion by Hornady, second by Gilbert to amend the motion to delete the Lions Club Park location reference. Upon roll call vote, Councilmember's Gilbert, Nickerson, Cornelius, Pauly, and Hornady voted aye. Councilmember's Meyer, Whitesides, Pielstick, Walker, and Haase voted no. The Mayor chose not to cast an affirmative vote. Motion failed.

Motion by Whitesides to utilize Fire Station #1 for ambulance only services. Motion died due to lack of a second.

A lengthy discussion was held with regards to response times, location of Fire Station #1, and ambulance services at the current Fire Station #1 and Fire Station #2.

Upon roll call vote of the original motion, Councilmember's Meyer, Whitesides, Pielstick, and Haase voted yes. Councilmember's Gilbert, Nickerson, Cornelius, Pauly, Hornady, and Walker voted no. Motion failed.

Motion by Walker, second by Cornelius to approve Resolution #2005-94 as originally presented. Upon roll call vote, Councilmember's Gilbert, Cornelius, Pauly, Hornady, Walker, and Haase voted aye. Councilmember's Meyer, Whitesides, Pielstick, and Nickerson voted no. Motion adopted.

Mayor Vavricek moved, second by Hornady to take a 10 minute recess at 8:35 p.m. Motion adopted.

Council reconvened at 8:45 p.m.

#2005-95 – Approving Acceptance of Site and Need Study and City Administration Recommendation for Fire Training Center Facility. Fire Chief Jim Rowell introduced Troy Huges, Training Division Chief who reported that at the March 1, 2005 Study Session City Administration recommendation was to pursue the property east of Central Community College for the Fire Training Facility. Mr. Hughes gave a PowerPoint presentation concerning the site located at Highway 34 and Garland Street, east of Central Community College owned by Diamond Engineering Company.

The following individuals spoke in opposition to the Fire Training site being located east of Central Community College:

- Steve Wassinger, 3104 South Blaine Street
- Barb Faimon, 3805 Stagecoach Circle
- Dennis Carroll, 3019 Brentwood Blvd.
- Joe Black, 805 West 1<sup>st</sup> Street
- Bill Marsh, 2325 Stagecoach Road
- Judy Boerger, 2405 Lakewood Drive
- Ted Rookstool, 3002 South Blaine Street
- Mike Reilly, 3007 Brentwood Place
- Connie Beckman, 2816 South Blaine Street
- Ron von Behren, 2915 Circle Drive
- Kevin Houtwed, 3120 South Blaine Street
- Cliff Stevenson, 3121 South Garland
- William Feely, 2524 Stagecoach Road
- Penny Skalka, 2805 South Blaine Street
- Dan Cimino, 2905 South Blaine Street

Motion by Nickerson, second by Cornelius to postpone this issue to a study session to be held no more than 2 months from now.

City Administrator Gary Greer recommended that council make a decision at this meeting so the Fire Department and city staff could move forward with a business plan.



Motion by Hornady, second by Whitesides for the previous question. Upon roll call vote, all voted aye.

Upon roll call vote to postpone this issue to a Study Session, Councilmember's Pielstick, Gilbert, Nickerson, and Haase voted aye. Councilmember's Meyer, Whitesides, Cornelius, Pauly, Hornady, and Walker voted no. Motion failed.

Motion by Gilbert, second by Cornelius to deny Resolution #2005-95. Upon roll call vote, Councilmember's Gilbert and Cornelius voted aye. Councilmember's Meyer, Whitesides, Pielstick, Nickerson, Pauly, Hornady, Walker, and Haase voted no. Motion failed.

A lengthy discussion was held with regards to the sites within the study.

Motion by Hornady, second by Whitesides that city staff study all sites recommended by the consultant with regards to the impact on neighborhoods at each site. This motion was withdrawn.

Motion by Gilbert, second by Pielstick that training site #3 of the Site and Needs Study located on Highway 30, adjacent to the proposed Public Safety Center be considered a priority for staff to look at.

Upon roll call vote, Councilmember's Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Hornady, and Haase voted aye. Councilmember's Meyer and Walker voted no.

#2005-96 – Approving Date for Personnel Hearing. City Attorney Doug Walker reported that written charges of misconduct against Emergency Management Director Howard Maxon had been signed and filed with the City Clerk as required by Grand Island City Code Section 2-22. Mr. Maxon requested a hearing as provided for by City Code. Provisions of City Code required that a hearing be established by resolution and that the hearing take place not less than five days nor more than ten days after the passage of the resolution. Resolution #2005-96 would establish the date of the hearing for March 29, 2005 at 9:00 a.m.

Motion by Hornady, second by Pielstick to approve Resolution #2005-96. Upon roll call vote, all voted aye. Motion adopted.

#### PAYMENT OF CLAIMS:

Motion by Cornelius, second by Haase to approve the Claims for the period of March 9, 2005 through March 22, 2005, for a total amount of \$3,633,338.46. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 10:10 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G2

### **Approving Minutes of March 29, 2005 City Council Special Meeting**

*The Minutes of March 29, 2005 City Council Special Meeting are submitted for approval.  
See attached MINUTES.*

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

March 29, 2005

Pursuant to due call and notice thereof, a Special 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 March 29, 2005. Notice of the meeting was given in the *Grand Island Independent* on March 23, 2005.

Mayor Jay Vavricek called the meeting to order at 9:00 a.m. The following members were present: Councilmembers Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker and Haase. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, and City Attorney Doug Walker.

The City was represented by Attorney Bill Harding. Howard Maxon was present and represented by his Attorney Vincent Valentino.

INVOCATION was given by Councilmember Jackie Pielstick followed by the Pledge of Allegiance.

PERSONNEL HEARING FOR HOWARD MAXON, EMERGENCY MANAGEMENT DIRECTOR: Mayor Vavricek reported that charge #3 of the Charges of Misconduct Against Howard Maxon, Emergency Management Director had been withdrawn. He then turned the meeting over the Hearing Examiner John Higgins. Mr. Valentino requested that the witnesses be sequestered. There was no objection from Mr. Harding. Hearing Examiner Higgins granted the request.

Mr. Valentino raised the question of Mr. Harding prosecuting this case without council approval. City Attorney Doug Walker was called as a witness and sworn in to answer questions with regards to the hiring of Mr. Harding.

Hearing Examiner Higgins recessed at 9:25 a.m. to discuss the matter with Mr. Harding and Mr. Valentino. The meeting was reconvened at 9:27 a.m.

Mr. Valentino objected to Mr. Harding as council for the City. Objection was overruled by Hearing Examiner Higgins.

Opening statements were given by Mr. Harding, with Mr. Valentino reserving his opening statements for a later time.

Gary Greer, City Administrator was called and sworn in to testify on behalf of the City regarding the termination of Howard Maxon:

A recess was taken at 10:30 a.m. until 10:45 a.m. with testimony resuming at that time.

The council took a lunch recess at 12:00 p.m. and reconvened at 1:15 p.m.

Dale Shotkoski, Assistant City Attorney was called and sworn in to testify on behalf of the City.

A recess was taken at 2:50 p.m. until 3:00 p.m. with testimony resuming at that time.

David Springer, Finance Director was called and sworn in to testify on behalf of the City.

Brenda Sutherland, Human Resources Director was called and sworn in to testify on behalf of the City. Mr. Valentino requested that this witnesses testimony be held in closed session due to the confidentiality of her testimony as it related to personnel issues.

Council President Hornady asked for a motion to go into Executive Session. Motion was made by Cornelius, second by Pielstick to go into Executive Session at 4:00 p.m. for the purpose of discussing personnel issues. Upon roll call vote, all voted aye. Motion adopted.

Motion was made by Cornelius, second by Walker to reconvene in regular session at 4:25 p.m. Upon roll call vote, all voted aye. Motion adopted.

A recess was taken at 4:35 p.m. until 4:45 p.m. with testimony resuming at that time.

Paul Briseno, Assistant to the City Administrator was sworn in to testify on behalf of the City.

Mr. Harding rested the City's case at 5:15 p.m.

Mr. Valentino gave his opening statement.

A recess was taken at 5:25 p.m. until 5:30 p.m. with testimony resuming at that time.

Charles Kemery, Bedford, Iowa was sworn in to testify on behalf of Howard Maxon through a telephone conference call.

Dale Shotkoski, Assistant City Attorney still under oath was called to testify.

A dinner recess was taken from 5:50 p.m. to 7:00 p.m. with testimony resuming at that time.

Marla Conley, County Clerk was sworn in to testify on behalf of Howard Maxon.

Howard Maxon, Emergency Management Director was sworn in to testify.

A recess was taken at 8:35 p.m. to 8:52 p.m. with testimony resuming at that time.

A recess was taken at 10:12 p.m. to 10:28 p.m. with testimony resuming at that time.

Gary Greer, City Administrator still under oath was called by Mr. Harding as a rebuttal witness.

Bill Harding gave closing remarks on behalf of the City from 10:35 p.m. to 10:50 p.m.

Vincent Valentino gave closing remarks on behalf of Howard Maxon from 10:50 to 11:00 p.m.

EXECUTIVE SESSION:

Motion by Cornelius, second by Walker, carried unanimously to adjourn to executive session at 11:00 p.m. for the purpose of discussing personnel issues.

RETURN TO REGULAR SESSION:

Motion by Cornelius, second by Haase, carried unanimously to reconvene in regular session at 11:55 p.m.

Motion was made by Pielstick, second by Gilbert to affirm the charges of misconduct filed by the Mayor. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: Adjourned the meeting at 11:55 p.m.

Respectfully submitted,

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G3

### **Approving Minutes of April 5, 2005 City Council Study Session**

*The Minutes of April 5, 2005 City Council Study Session are submitted for approval. See attached MINUTES.*

**Staff Contact: RaNae Edwards**

## OFFICIAL PROCEEDINGS

### CITY OF GRAND ISLAND, NEBRASKA

#### MINUTES OF CITY COUNCIL STUDY SESSION

April 5, 2005

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on April 5, 2005. Notice of the meeting was given in the *Grand Island Independent* on March 30, 2005.

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

Mayor Communication: Mayor Vavricek commented on the following:

1. April 6, 2005 Quad City Mayor's Conference hosted by Grand Island
2. Thanked City Council for last week's meeting that lasted 15 hours

Presentation by Shonsey & Associates for FY 2004 City Single Audit and General Purpose Financial Statements. David Springer, Finance Director introduced Terry Galloway representing Shonsey & Associates who reviewed the FY 2004 City Single Audit and General Purpose Financial Statements.

The financial audit received an unqualified rating which was the highest rating possible. Reviewed were the long term debt, revenue bonds, bond rating, water rates, net assets, cash reserves, and operating income for Grand Island which were very good.

Mr. Galloway commented that the infrastructure policy needed to be looked at. Federal Grants were received at over \$500,000 which was low for the size of Grand Island and encouraged the City to apply for more grant funds. Mr. Galloway said that the City of Grand Island was in great shape but planning for the future was important.

Internal controls regarding computer passwords were discussed. It was recommended by Shonsey & Associates to keep better controls on this. Mr. Springer commented on employees sharing their passwords and that this was hard to control. He stated this would be looked into.

Presentation by Downtown Improvement Board: Steve Rasmussen, Downtown Improvement Board member presented a PowerPoint regarding the Downtown Plan.

Reviewed were the following:

- Local retailing
- Financial services

- Professional offices
- Residential housing
- Government Center

The following major achievements during the past 5-7 years were presented:

- New logo
- Entrance Signs
- Downtown banners
- Major streetscaping project with trees and landscaping
- New benches & trash containers
- New pocket park (funded by Sprint)
- New Web site – [www.DowntownGI.com](http://www.DowntownGI.com)

Completed alley way project, alley entrances & identification, alley crossing concept, diagonal parking, parking lot enhancements, and major building renovation projects were presented.

Mentioned were the following challenges:

- Deteriorating historical buildings
- Historical buildings typically cost 25-30% more to restore than to build new
- New building codes
- Key buildings isolated from parking
- Needed improvements to street curbs and brick pavers
- Continue to increase foot traffic

Proposed were the following “Downtown’s 4 Step Action Plan”:

1. Historical building restoration/upper level housing
2. Parking solutions
3. The physical environment – streetscape project
4. The Arts & Humanities Center for Grand Island

Estimated Investment was presented as follows:

1. Building renovation/upper-level housing: \$500,000 revolving 0% interest loan fund.
2. City to become an equity partner on selected buildings of historical significance.
3. Historic Masonic Temple building project: Purchase/demolish 2 buildings with parking lot: \$350,000 (includes supporting contribution to private developer).
4. Street curb project: \$1/2 million over 3 years. Similar to Hastings, Kearney, others.
5. Grand Theatre project: \$10,000.
6. Kaufman-Cummings Park/Amphitheatre: Goal 50%+ contribution from private sources.
7. G.I. Arts & Humanity fund: City to determine.
8. Encourage government facilities in Downtown

The following representatives from downtown were introduced: Jim Berglund, Top Hat Furniture; George Bartenbach, Bartenbach Galleries; Mark Stelk, General Collection; K.C. Henke, Historic City Hall and Chairman of the downtown board; Craig Hand, Howard’s Jewelry;



Tom Ziller, downtown rental property owner; Cindy Johnson, Chamber President; and Diana Kellogg, management service provider for the Chamber.

Discussed were the new building codes that were passed by council. Questioned was if there were exceptions to historical buildings. Craig Lewis, Building Department Director stated there were no exceptions, it was more important for public safety especially in these older buildings. Water mains were discussed as adequate in the downtown area with regards to fire safety and electrical updates would be needed.

Explained were bump-outs which would reduce the street width, make pedestrian crossing shorter, and slower traffic. Masonic Temple parking was discussed with regards to costs.

Councilmember Nickerson asked which one of the projects were the most needed with regards to the City helping with the cost. Mr. Rasmussen stated the Downtown Board would have to decide that issue. Currently the City does not have money budgeted except for a bump-out at 3<sup>rd</sup> & Wheeler Street.

Cindy Johnson, Chamber President explained the historical background and funding of the Business Improvement Districts in downtown. Parking issues and Tax Increment Financing (TIF) were discussed.

ADJOURNMENT: The meeting was adjourned at 8:40 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G4

### Approving Appointments to the Library Facilities Committee

*The Mayor is recommending the appointments of Karl Kostbahn and Jerry Bryant to the Library Facilities Committee.*

*Mr. Kostbahn has been a member of the Grand Island Public Library Board of Trustees since 2004, and was a member of the library's 2000 Feasibility Committee which was convened to determine the feasibility of a library expansion project. Mr. Kostbahn is a member of the Grand Island Rotary Club and is employed by Countryman Associates.*

*Mr. Bryant has served on the library board since 1996 and as president of the board convened the 2000 Feasibility Committee. As a board member he was also involved in a major revision of the library's strategic plan in 1997 which called for an expansion plan for the library. Mr. Bryant is a retired Grand Island Public Schools administrator.*

*With approval by Council, appointments would become effective immediately and would serve until the completion of the library expansion project.*

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G5

**Approving Request of Matthew Carr, 3720 West State Street for  
Liquor Manager Designation for Whiskey Creek Steakhouse, 1016  
Diers Avenue**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** April 12, 2005

**Subject:** Request of Matthew Carr, 3720 West State Street for Liquor Manager Designation for Whiskey Creek Steakhouse, 1016 Diers Avenue

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

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

## **Background**

Matthew Carr, 3720 West State Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "I-39333" Liquor License for Whiskey Creek Steakhouse, 1016 Diers Avenue. This application has been reviewed by the Police Department and City Clerk's Office.

## **Discussion**

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

## **Alternatives**

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

1. Approve the request of Matthew Carr, 3720 West State Street for Liquor Manager Designation in conjunction with the Class "I-39333" Liquor License for Whiskey Creek Steakhouse, 1016 Diers Avenue.
2. Forward the request with no recommendation.
3. Take no action on the request.

## **Recommendation**

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

## **Sample Motion**

Move to approve the request of Matthew Carr, 3720 West State Street for Liquor Manager Designation for Whiskey Creek Steakhouse, 1016 Diers Avenue.



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G6

**Approving Request of Edward & Anita Sabatka dba Uncle Ed's  
Steakhouse, 2624 South Locust Street for a Class "I" Liquor  
License**

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

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G7

**Approving Request of Svoboda & Henk, Inc. dba Godfather's  
Pizza, 1201 South Locust Street for a Change of Location Class "A-  
12626" Liquor License**

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

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G8

**Approving Request of Dale Hartwig for Conditional Use Permit for Temporary Crushed Concrete Parking/Staging Area to be used during St. Francis Medical Center Bed Tower Addition Located at 905 North Custer Street**

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

Staff Contact: Craig Lewis





# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G9

**#2005-97 - Approving Renewal of Leases at Cornhusker Army  
Ammunition Plant for Storage Buildings**

Staff Contact: Doug Walker

# **Council Agenda Memo**

**From:** Douglas R. Walker, City Attorney

**Meeting:** April 12, 2005

**Subject:** Approving Renewal of Leases at Cornhusker Army Ammunition Plant for Storage Buildings

**Item #'s:** G-9

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

## **Background**

On May 22, 2001, City Council approved the leasing of several buildings at the former Cornhusker Army Ammunition Plant pursuant to the provisions of Resolution 2001-132. The leases that were approved provide for an automatic one year renewal requested by the lessees. The resolution that is presented for Council consideration would authorize the city to renew the leases on the three storage buildings located on city property at the former Cornhusker Army Ammunition Plant.

## **Discussion**

The city purchased property at the former Cornhusker Army Ammunition Plant that had several storage buildings located on it. The city has been leasing these three storage buildings to obtain revenue and utilize these assets. The lessees of the three buildings are to Dominion Construction Company, Jerry Harder and the Nebraska State Patrol. Each of these owners would like to renew their lease for another year. There have not been any problems with damage to the property or with non payment of rent and city Parks & Recreation officials are recommending that the Council extend the lease for an additional year.

## **Alternatives**

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

1. Approve the resolution authorizing the city to extend the leases for another year.

2. Disapprove the resolution which would not permit the city to enter into leases for another year.
3. Modify the resolution or the leases to meet the wishes of the Council
4. Table the issue

### **Recommendation**

City Administration recommends that the Council approve the resolution authorizing the extension of the leases for an additional year.

### **Sample Motion**

Approve the resolution authorizing the city to extend the leases for an additional year.

RESOLUTION 2005-97

WHEREAS, the City of Grand Island is the owner of an approximately 420 acre tract of land at the former Cornhusker Army Ammunition Plant, which has several buildings which were leased by the US Army Corp of Engineers during their ownership of the property; and

WHEREAS, on May 22, 2001, by Resolution 2001-132, the City approved Building Leases with the tenants of the buildings pending development of the property; and,

WHEREAS, the leases provide an automatic one-year renewal if requested by the Lessee's; and

WHEREAS, three of the Lessee's of storage buildings have requested that their lease be extended for another year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Building Leases at the former Cornhusker Army Ammunition Plant are hereby authorized to be extended for an additional year to the following Lessees in accordance with the Building Leases:

<u>Lessee</u>	<u>Description</u>	<u>Rental</u>
Dominion Construction Company	Storage building	\$2,000/yr.
Jerry Harders	Fire/guard building	\$500/yr.
Nebraska State Patrol	Storage building	\$500/yr.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G10

**#2005-98 - Approving Renewal of Lease Agreement with Hall  
County Airport Authority for Jackrabbit Run Golf Course**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

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

**Meeting:** April 12, 2005

**Subject:** Approving Lease Extension for Jackrabbit Run Golf Course

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

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

## **Background**

The City currently has a lease with the Hall County Airport Authority for the land that Jackrabbit Run Golf Course occupies. That 15 year lease is set to expire on February 28, 2006.

## **Discussion**

The City currently has a liquor license for Jackrabbit Run. The current license expires May 1, 2005 and is renewable for one year. One requirement of the liquor license is that the premises under the liquor license have a lease in effect for the entire length of the liquor license. In order to meet the liquor license requirement, the lease with the Airport Authority must be extended by two months. This extension would allow the city to comply with the requirements of the liquor license.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the extension of the lease agreement with Hall County Airport Authority.

## **Sample Motion**

Motion to approve the lease extension agreement with the Hall County Airport Authority.

**EXTENSION OF LEASE AGREEMENT**  
(Golf Course)

THIS EXTENSION OF LEASE AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **Hall County Airport Authority** ("Authority") and the **City of Grand Island, Nebraska** ("City").

RECITALS:

WHEREAS, the Authority and City entered into a Lease Agreement dated August 26, 1975, for the property described as part of Section Two (2), Township Eleven (11) North, and Section Thirty-five (35), Township Twelve (12) North, all being in Range Nine (9), West of the 6th P.M., in Hall County, Nebraska, containing 170.71 acres, more or less, which property has been used and occupied by the City as a municipal golf course, now known as Jackrabbit Run Golf Course ("the Golf Course"); and

WHEREAS, the Lease Agreement as amended on September 25, 1975, to change the number of acres in the lease to 174.46 acres; and

WHEREAS, the parties entered into a renewal of Lease Agreement on February 26, 1991, extending the lease term for the Golf Course to February 28, 2006; and

WHEREAS, the parties desire to further amend the lease term of the Golf Course as set forth herein.

NOW, THEREFORE, IT IS AGREED by and between the Authority and the City as follows:

1. Except as set forth herein, the terms and conditions of the Lease Agreement for the Golf Course as previously amended shall remain in full force and effect.

2. The lease term for the Golf Course is extended to April 30, 2006, on which date this lease shall terminate without further notice unless the parties have entered into a new lease agreement or extension of the current lease agreement.



In WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS THE DATE AND YEAR ABOVE WRITTEN

HALL COUNTY AIRPORT AUTHORITY CITY OF GRAND ISLAND, NEBRASKA

BY W. G. Stodd  
EXECUTIVE DIRECTOR

BY \_\_\_\_\_  
MAYOR

ATTEST:

Debra M. Hines  
SECRETARY  
BOOKKEEPER

ATTEST:

\_\_\_\_\_  
CITY CLERK

RESOLUTION 2005-98

WHEREAS, on August 25, 1975, the City Council of the City of Grand Island authorized a lease agreement with the Hall County Airport Authority for use of property as a municipal golf course, now known as Jackrabbit Run Golf Course; and

WHEREAS, such lease is scheduled to expire on February 28, 2006; and

WHEREAS, in order to continue the current liquor license at the golf course, the lease for the golf course must remain in place until the expiration of the liquor license, which will be April 30, 2006; and

WHEREAS, the parties have agreed to extend such lease until April 30, 2006; and

WHEREAS, an Extension of Lease Agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Extension of Lease Agreement by and between the City and the Hall County Airport Authority for Jackrabbit Run Golf Course is hereby approved extending the lease for the golf course until April 30, 2006.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G11

**#2005-99 - Approving Request for a Community Revitalization  
Assessment Grant Application**

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

Staff Contact: Joni Kuzma

RESOLUTION 2005-99

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Economic Development for a Community Development Block Grant; and

WHEREAS, the Nebraska Department of Economic Development is presently accepting grant applications for community revitalization; and

WHEREAS, a grant application has been prepared to request funding to complete a Comprehensive Needs Assessment and a Revitalization Study for the City of Grand Island; and

WHEREAS, a \$7,500 grant is being requested to fund such study, which requires a minimum 25% local match.

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

1. The City of Grand Island, Nebraska is hereby authorized to apply for financial assistance from the Nebraska Department of Economic Development for the purpose of funding a Comprehensive Needs Assessment and a Revitalization Study for the City of Grand Island.
2. The Mayor is hereby authorized and directed to execute such grant application and other documentation on behalf of the City of Grand Island for such grant process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G12

**#2005-100 - Approving Acquisition of Right-of-Way Located at  
431 Cherokee Avenue (James Thornton and Pauline Thornton)**

*This item relates to afore mentioned Public Hearing Item E-6.*

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2005-100

WHEREAS, a public right-of-way is required by the City of Grand Island, from James E. Thornton and Pauline L. Thornton, husband and wife, to expand city utilities and street right-of-way; and

WHEREAS, a public hearing was held on April 12, 2005, for the purpose of discussing the proposed acquisition of right-of-way through a part of Lot Twenty Three (23), Block One (1), Dale Roush Second Subdivision located in the city of Grand Island, Hall County, Nebraska, the right-of-way being more particularly described as follows:

Beginning at the southwest corner of Lot Twenty Three (23), Block One (1), Dale Roush Second Subdivision; thence east on the north line of Navajo Drive for a distance of Sixty (60.0) feet; thence north on a prolongation of the east line of Cherokee Avenue to a point on the northwesterly line of Lot Twenty Three (23), Block One (1), Dale Roush Second Subdivision; thence southwesterly on said northwesterly line of Lot Twenty Three (23), Block One (1), Dale Roush Second Subdivision to the point of beginning.

The above-described right-of-way containing 3,661.8 square feet or 0.08 acres, more or less, as shown on the plat dated September 3, 2004, 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 public right-of-way from James E. Thornton and Pauline L. Thornton, husband and wife, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
April 6, 2005            ☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G13

**#2005-101 - Approving Acquisition of Real Estate Located at 1 Navajo Drive (Chester Thornton and Juliann Thornton)**

*This item relates to afore mentioned Public Hearing Item E-7.*

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2005-101

WHEREAS, the City is interested in acquiring property from Cester D. Thornton and E. Juliann Thornton, husband and wife, to expand city utilities and street right-of-way; and

WHEREAS, a public hearing was held on April 12, 2005, for the purpose of discussing the proposed acquisition of real property legally described as Lot Twenty Four (24), Block One (1), Dale Roush Second Subdivision in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, Section 19-709, R.R.S. 1943, authorizes the City to appropriate private property for use of the City for public facilities; and

WHEREAS, the parties have negotiated a purchase price for the property of \$75,000, with \$500 to be paid by the City upon the approval and execution of an Agreement for Warranty Deed, and the remaining \$74,500 to be paid by the City at closing; and

WHEREAS, the appraised value of the property is \$45,000; and

WHEREAS, the purchase price for this property includes the real estate, some items of personal property and all relocation expenses; and

WHEREAS, an Agreement for Warranty Deed has been reviewed and approved by the City Attorney setting out the terms and conditions for the conveyance of such property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the acquisition of the above-described property from Chester D. Thornton and E. Juliann Thornton, husband and wife, for the purchase price of \$75,000 is hereby approved, with \$500 to be paid by the City upon approval and execution of the Agreement for Warranty Deed, and the balance to be paid by the City at the closing.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney





# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G14

**#2005-102 - Approving Bid Award for One Four-Wheel Drive Skid Steer Loader for the Street & Transportation Division of the Public Works Department**

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

**From:** Steven P. Riehle, Public Works Director  
Dale Shotkoski, Assistant City Attorney

**Meeting:** April 12, 2005

**Subject:** Approving Bid Award for One Four-Wheel Drive Skid Steer Loader with Hydraulic Breaker

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

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

## Background

On March 14, 2005 the Street & Transportation Division of the Public Works Department advertised for bids for the purchase of a Four-Wheel Drive Skid Steer Loader with Hydraulic Breaker. Funds for the skid steer were in the approved 2004/2005 budget.

## Discussion

Two bids were received and opened on March 23, 2005. The Street & Transportation 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.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
Fairbanks Grand Island Grand Island, NE	Does not meet specifications & would require the purchase of a new trailer (current trailer cost \$3,950 new in 1998)	\$22,707.00
Central Nebraska Bobcat Grand Island, NE	None	\$24,585.50

There are sufficient funds for this purchase in Account No. 10033501-85615.

## **Alternatives**

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

1. Approve the purchase of the Four-Wheel Drive Skid Steer Loader with Hydraulic Breaker from Central Nebraska Bobcat of Grand Island, NE in the amount of \$24,585.50.
2. Modify the motion.
3. Postpone the issue to a future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve the purchase of the Skid Steer Loader in the amount of \$24,585.50 from Central Nebraska Bobcat of Grand Island, NE.

## **Sample Motion**

Approve the purchase of the Four-Wheel Drive Skid Steer Loader with Hydraulic Breaker.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 23, 2005 at 11:00 a.m.  
**FOR:** Four-Wheel Drive Skid Steer Loader w/ Hydraulic Breaker  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$33,000.00  
**FUND/ACCOUNT:** 10033501-85615  
**PUBLICATION DATE:** March 14, 2005  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>Fairbanks Grand Island</u></b> Grand Island, NE	<b><u>Central Nebraska Bobcat</u></b> Grand Island, NE
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>	\$22,707.00	\$24,585.50

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

Scott Johnson, Street Superintendent  
Gary Greer, City Administrator  
Laura Berthelsen, Legal Assistant

RESOLUTION 2005-102

WHEREAS, the City of Grand Island invited sealed bids for One (1) Four-Wheel Drive Skid Steer Loader with One (1) Hydraulic Breaker for the Streets and Transportation Division of the Public Works Department, according to plans and specifications on file with the Street Division; and

WHEREAS, on March 23, 2005, bids were received, opened and reviewed; and

WHEREAS, Central Nebraska Bobcat 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 \$24,585.50; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Central Nebraska Bobcat of Grand Island, NE, in the amount of \$24,585.50 for one (1) four-wheel drive skid steer loader with one (1) hydraulic breaker is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G15

**#2005-103 - Approving Bid Award for the Asphalt Maintenance Project 2005-AC-1, Annual Resurfacing Program**

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

**From:** Steven P. Riehle, Public Works Director  
Steve Paustian, Parks and Recreation Director  
Dale Shotkoski, Assistant City Attorney

**Meeting:** April 12, 2005

**Subject:** Approving Bid Award for the Asphalt Maintenance Project 2005-AC-1

**Item #'s:** G-15

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

## Background

On March 14, 2005 the Engineering Division of the Public Works Department advertised for bids for the Asphalt Maintenance Project 2005-AC-1 .

## Discussion

Two bids were received and opened on March 28, 2005. 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. Both bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Security</i>	<i>Total Bid</i>
J.I.L Asphalt Paving Co. Grand Island, NE	None	Inland Insurance Co.	\$733,914.93
Gary Smith Construction Co, Inc.	None	Inland Insurance Co.	\$587,245.05

The low bid was more than the engineer's estimate for the project of \$540,924.44. This was due to the cost of the milling, which is a major component of the work, having risen more than 25 percent above last years cost. There are sufficient funds in the Public Works and Park and Recreation accounts to fund this project.

## **Alternatives**

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

1. Make a motion to approve awarding the contract for the Asphalt Maintenance Project 2005-AC-1 to the lowest bidder.
2. Refer the issue to a committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve awarding the contract to Gary Smith Construction Company Inc., of Grand Island, Nebraska, for the amount of \$587,245.05.

## **Sample Motion**

Move to approve the award of the contract to the lowest bidder, Gary Smith Construction Company Inc., of Grand Island, NE for the Asphalt Maintenance Project 2005-AC-1.





Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 28, 2005 at 11:00 a.m.

**FOR:** Asphalt Maintenance Project 2005-AC-1

**DEPARTMENT:** Public Works

**ESTIMATE:** \$540,924.44

**FUND/ACCOUNT:**

10033506-85354	\$465,677.98
40044450-90033	\$ 33,819.68
40044450-90028	\$ 5,591.35
40044450-90028	\$ 35,835.43

**PUBLICATION DATE:** March 14, 2005

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

<b>Bidder:</b>	<u>Gary Smith Construction Co.</u> Grand Island, NE	<u>J.I.L Asphalt Paving Co.</u> Grand Island, NE
<b>Bid Security:</b>	Inland Insurance Company	Inland Insurance Company
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$587,245.05	\$733,914.93

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

Tom Carlson, Eng. Tech. Supervisor  
Gary Greer, City Administrator  
Laura Berthelsen, Legal Assistant

R E S O L U T I O N 2005-103

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Maintenance Project 2005-AC-1, according to plans and specifications on file with the City Engineer; and

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

WHEREAS, Gary Smith Construction Company 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 \$587,245.05; and

WHEREAS, such bid exceeds the estimate for such project based on an increase in the cost for milling work; and

WHEREAS, it is recommended that the low bid submitted by Gary Smith Construction Company be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gary Smith Construction Company of Grand Island, Nebraska, in the amount of \$587,245.05 for Asphalt Maintenance Project 2005-AC-1 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G16

**#2005-104 - Approving Bid Award for Pole Yard Improvements -  
Electrical Project 2005-PY-1**

Staff Contact: Gary R. Mader; Dale Shotkoski

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director  
Dale Shotkoski, Asst. City Attorney/Purchasing

**Meeting:** April 12, 2005

**Subject:** Approving Bid Award for Electrical Project 2005-PY-1 – Pole Yard Improvements, Utilities Department

**Item #'s:** G-16

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

## **Background**

The Utilities Department stores power poles needed for construction and maintenance at the facilities located at Cherry Street and Sutherland Street on the north side of the Burdick Power Plant. A typical electrical distribution pole is 45 feet long and weighs approximately 1,900 lbs. A typical electric transmission line pole is 80 feet long and weighs 6,100 lbs. Currently, these poles are stored on old concrete foundations left over from when the Waste Water Treatment Plant was in that area, railroad ties and in the dirt. This method is not conducive to proper handling, access or inventory control. There is also a safety issue in that the present system(s) is not designed to handle power poles.

## **Discussion**

The referenced project provides for building concrete storage racks at the existing location. The new racks will allow for proper and safe loading, handling, and storage of the power poles. The design of the storage racks is in accordance with industry standard that is used across the country. The pole rack construction will permit sorting by size and class, inventory management, safe handling, and protection of the stored poles from environmental damage. The project cost estimate was \$100,000.

The bid package for the pole racks was submitted to six potential contractors and to the local plan service agencies. Bids were publicly opened at 11:00 a.m. on Thursday, March 24, 2005 in accordance with City Procurement Codes. Four bids were received.

A tabulation of the bids is listed below:

<b>Bidder</b>	<b>Exceptions</b>	<b>Evaluated Bid</b>
Rathman-Manning Corp. Chapman, NE	None	\$109,536.92
Frahm Construction Carroll, NE	None	\$144,150.00
Starostka Group Grand Island NE	Yes	\$163,890.00
Diamond Engineering Grand Island, NE	None	\$192,475.00

During the evaluation of the bid from Rathman-Manning, it was discovered that the extension of the unit price for the pole racks contained a minor mathematical error. The correction results in an \$0.08 reduction in their “as read” bid of \$109,537.00. This negligible decrease does not change the outcome of the announced low bidder.

All bids received have reviewed and evaluated. The bid from the low responsive bidder is complete, without exceptions, and meets contract requirements. They are also experienced in this specific type of construction and have done like projects for other electric utilities.

### **Alternatives**

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

1. Approve the award of Electrical Project 2005-PY-1 to the Rathman-Manning Corp., the low bidder
1. Refer the issue to a Committee
2. Postpone the issue to future date
3. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the award of the bid to the Rathman-Manning Corp. of Chapman, Nebraska.

### **Sample Motion**

Motion to approve the bid award for Electrical Project 2005-PY-1 to the Rathman-Manning Corp. of Chapman, NE in the amount of \$109,536.92.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 31, 2005 at 11:00 a.m.  
**FOR:** Electrical Project 2005-PY-1/Pole Yard Improvements  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$100,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** March 9, 2005  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>Starostka Group</u></b> Grand Island, NE	<b><u>Frahm Construction</u></b> Carroll, NE
<b>Bid Security:</b>	Merchants Bonding Co.	National Mutual Insurance Co.
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>	<b>\$163,890.00</b>	<b>\$144,150.00</b>

<b>Bidder:</b>	<b><u>Rathman-Manning Corp.</u></b> Chapman, NE	<b><u>The Diamond Engineering Co.</u></b> Grand Island, NE
<b>Bid Security:</b>	Inland Insurance Co.	Travelers Casualty & Surety
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	<b>\$109,537.00</b>	<b>\$192,475.00</b>

cc: Gary Mader, Utilities Director  
Tom Barnes, Utilities Eng. Manager  
Pat Gericek, Utilities Admin. Assist.  
Dale Shotkoski, Purchasing Agent

Bob Smith, Assistant Utilities Director  
Ray Micek, Electric Dist. Supt.  
Gary Greer, City Administrator  
Laura Berthelsen, Legal Assistant

RESOLUTION 2005-104

WHEREAS, the City of Grand Island invited sealed bids for Electrical Project 2005-PY-1, Pole Yard Improvements – Burdick Station Area, according to plans and specifications on file with the Utility Engineering Office at Phelps Control Center; and

WHEREAS, on March 31, 2005, bids were received, opened and reviewed; and

WHEREAS, Rathman-Manning Corp. of Chapman, 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 \$109,537.00; and

WHEREAS, a minor mathematical error was discovered in Rathman-Manning Corp.'s bid, which resulted in an adjusted bid price of \$109,536.92; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the adjusted bid of Rathman-Manning Corp. of Chapman, Nebraska, in the amount of \$109,536.92 for Electrical Project 2005-PY-1, Pole Yard Improvements – Burdick Station Area is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G17

**#2005-105 - Approving Agreement and Coordination of Activities  
for the GREAT Race**

Staff Contact: Paul Bresino



# Council Agenda Memo

**From:** Paul M. Briseno, Assistant to the City Administrator

**Meeting:** April 12, 2005

**Subject:** Approving Agreement and Coordination of Activities for the Great Race

**Item #'s:** G-17

**Presenter(s):** Paul M. Briseno, Assistant to the City Administrator

## Background

In 2000 Grand Island was a host city for the History Channel Great Race. The Great Race is the only event of its kind in the world, featuring up to 100 vintage vehicles that race across the United States back roads under controlled speeds. The Great Race has been a public free venue for the past 22 years bringing families across the nation together to enjoy vehicles of the 1920's -1960's. This year the Great Race will start in Washington D.C. and end in Tacoma, Washington with Grand Island as a proposed overnight destination.

It was estimated that the Great Race venue in 2000 created an economic impact of over \$200,000 with just the competitors, their crews and the Great Race staff. It was further estimated that the Great Race drew in a crowd of over 20,000 from all over central Nebraska and surrounding states.

## Discussion

It has been requested that the City of Grand Island coordinate the 2005 Great Race overnight stop for Grand Island set for July 2<sup>nd</sup>, 2005. A Great Race Committee has been formed consisting of the City of Grand Island, Grand Island Area Economic Development Corporation, Grand Island/Hall County Convention and Visitors Bureau, Downtown/South Locust Business Improvement District, and local business. In the 2005-06 Council retreat, the Council set the help of Downtown programs as a goal. The Great Race will bring an economic impact from across central Nebraska as well as gain national advertising attention and create an event for our community's families. A formal contract has been requested by the Great Race to insure a well coordinated event.

## **Alternatives**

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

1. Move to approve the Agreement and Coordination of Activities for the Great Race
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 give approval of the Agreement and Coordination of Activities for the Great Race.

## **Sample Motion**

Approve the coordination and agreement with the Great Race.

**THE GREAT RACE 2005  
OVERNIGHT CITY HOST AGREEMENT**



This agreement is between RALLY PARTNERS, INC., a Nevada Corporation (hereinafter "RPI GREAT RACE"), and CITY OF GRAND ISLAND, NEBRASKA (hereinafter "COG") in regard to "COG" sponsoring an Overnight promotion of The Great Race 2005 (hereinafter "TGR") and related festivities in Grand Island, Nebraska on July 02, 2005.

**A. "RPI GREAT RACE" and "COG" Agree to the Following:**

1. The name of the event is The Great Race 2005. The official start City is Washington D.C., and the official finish city is Tacoma, Washington. "COG" further agrees this wording and corresponding logos as provided and/or approved by "RPI GREAT RACE" will be used by "COG" in promoting and advertising the event. "RPI GREAT RACE" reserves the right to incorporate the name of a title sponsor into the event name. "COG" agrees to use the revised event name at the request of "RPI GREAT RACE".
2. Any duplication of the event logo and the name of the event must be approved by "RPI GREAT RACE" in writing prior to use.
3. This Agreement is not assignable by either of the parties hereto without the prior written consent of the other party.

**B. "COG" AGREES TO:**

1. Submit all media and promotional materials to "RPI GREAT RACE" pertaining to "TGR" for approval in writing prior to use.
2. Local event sponsorship and signage will not include alcohol, tobacco and/or sponsors which conflict with "TGR" sponsors. "COG" will secure approval in writing from "RPI GREAT RACE" for host event sponsorship and signage. Pouring rights which are not advertised or recognized as a sponsor are allowed and do not violate this provision.
3. Secure approval of local sponsors in writing by "RPI GREAT RACE" prior to their signing.
4. Event venue must be approved by "RPI GREAT RACE."
5. Pay "RPI GREAT RACE" a partnership fee of \$5,000 to compete in the Great American City Award. A Full Page Ad in our Program is included with this fee.
6. If a city decides to not compete in the Great American City Award, then a minimum fee of \$1500 will be paid to RPI for a Full Page 4-color Ad in our souvenir program.

7. Obtain written approval from "RPI GREAT RACE" for all planned festivities which relate to "TGR" and its participants. Said approval will not be withheld in an unreasonable or untimely manner.
8. Promote "TGR" as the major attraction of any and all scheduled festivities on July 02, 2005.
9. Provide the event venue, the equivalent of four city blocks on a secured, hard surface area. Provide necessary street closures; process and pay any relevant street or city permits; and provide traffic control for the designated Overnight location and event venue on the evening of July 02, 2005. Traffic control by local police, if necessary, will be provided during the 3½ hour time period of Great Race vehicle arrival.
10. "RPI GREAT RACE" will make available to "COG" videotape and photographic material for use in promotional and marketing tools by "COG". "RPI GREAT RACE" retains the right of approval of any materials containing "RPI GREAT RACE" images. Said approval will not be withheld in an unreasonable or untimely manner. "COG" may use its own photographer for "TGR".
11. Provide contact names, addresses, phone and e-mail and arrange meetings for "RPI GREAT RACE" promotional solicitation of local media, which includes primary newspapers, local radio stations and television affiliates.
12. Distribute "RPI GREAT RACE" supplied event posters at appropriate local businesses and locations.
13. Distribute media releases to local media and provide assistance in developing media coverage using local interest angles. "COG" will perform this function at the direction of "RPI GREAT RACE".
14. Provide color separations for full-page 4-color ad in the 2005 edition of The Great Race Souvenir Program no later than April 1, 2005. If separations are not received by that date, "RPI GREAT RACE" will not guarantee publication of "COG's" ad.
15. Indemnify, hold harmless and defend "RPI GREAT RACE" and its or their directors, officers, employees, agents, affiliates, principals, partners, members, sponsors and shareholders from any and all losses, damages, claims, expenses, and liabilities of any kind arising out of or resulting from any act, omission or negligence of "COG", its agents and employees, relating an event conducted in whole or in part by "COG" and not caused by the act, omission or negligence of any person seeking indemnification from "COG" under the terms of this paragraph.

**C. IN CONSIDERATION FOR THE ABOVE, "RPI GREAT RACE" WILL:**

1. Organize and conduct The Great Race 2005 which will start in Washington D.C. on Saturday, June 25, 2005 and finish in Tacoma, Washington on Saturday, July 9, 2005.
2. Conduct activities for the July 2, 2005 overnight Stop in Grand Island, Nebraska.
3. Identify Grand Island, Nebraska as an Overnight Stop in the "TGR" venue list and www.greatrace.com website.
4. Erect a secondary 2-sided hitchhiker banner measuring 18 inches x 13 feet attached below the main banner on the Arrival Gate. The hitchhiker banner must be supplied to the "RPI GREAT RACE" office by "COG" no later than March 1, 2005.
5. Provide a static display of event vehicles accessible to the public in the event venue on July 02, 2005.
6. Provide a choreographed show in the Arrival Gate immediately prior to the overnight finish.
7. Provide VIP recognition and photo/speaking opportunities for local sponsors and officials during ceremonial medallion presentation in the Arrival Gate as part of choreographed show.
8. Identify Grand Island, Nebraska as an overnight location on 2005 Great Race printed materials including but not limited to: selected event merchandise, national press releases and media materials, the quarterly **Greatracer** newsletter, and mentions from Great Race radio promotion partners.
9. Name "COG" and its major sponsors as an "additional insured" on a \$5,000,000 event liability insurance policy carried by "RPI GREAT RACE". Additional insured wording to be furnished to "RPI GREAT RACE" by May 1, 2005.
10. Indemnify, hold harmless and defend "COG" and its or their directors, officers, employees, agents, affiliates, principals, partners, members, sponsors and shareholders from any and all losses, damages, claims, expenses, and liabilities of any kind arising out of or resulting from any act, omission or negligence of "RPI GREAT RACE", its agents and employees, relating an event conducted in whole or in part by "RPI GREAT RACE" and not caused by the act, omission or negligence of any person seeking indemnification from "RPI GREAT RACE" under the terms of this paragraph.
11. Cooperate fully with "COG" and use its best efforts in promoting and publicizing the Overnight Stop and related festivities of "TGR" in Grand Island, Nebraska.

12. Provide one full-page ad in the 2005 edition of The Great Race Souvenir Program. If color separations for the ad are not received by April 1, 2005, "RPI GREAT RACE" will not guarantee publication of "COG's" ad.
  
13. Grand Island, Nebraska will be eligible to compete for the Great American City Award, a \$10,000 monetary gift to the Grand Island city library.

**For City of Grand Island, Nebraska:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**For RALLY PARTNERS, INC.:**

\_\_\_\_\_  
Wayne Stanfield  
Chief Operating Officer

\_\_\_\_\_  
Date

RESOLUTION 2005-105

WHEREAS, The Great Race is an event which features up to 100 vintage vehicles that race across the United States under controlled speeds; and

WHEREAS, this year The Great Race will start in Washington, D.C. and end in Tacoma, Washington with Grand Island as a proposed overnight destination; and

WHEREAS, Rally Partners, Inc., a Nevada corporation, is the overall sponsor, coordinator and promoter of the event; and

WHEREAS, Rally Partners, Inc. has requested the City of Grand Island to coordinate the overnight stop for The Great Race participants and staff; and

WHEREAS, it is anticipated that the event would provide a positive financial impact to the community; and

WHEREAS, the Grand Island Area Economic Development Corporation, the Grand Island/Hall County Convention and Visitors Bureau, the Downtown and South Locust Business Improvement Districts and local business have expressed an interest in contributing to the success of this event; and

WHEREAS, the proposed The Great Race 2005 Overnight City Host Agreement which sets out the City's obligations to coordinate such event has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The Great Race 2005 Overnight City Host Agreement by and between the City and Rally Partners, Inc., a Nevada corporation, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G18

**#2005-106 - Approving Change Order #1 - Engineering Services  
for Fuel Storage and Handling Area Upgrades - Utilities  
Department**

Staff Contact: Gary R. Mader; Dale Shotkoski



# Council Agenda Memo

**From:** Gary R. Mader, Utilities Director  
Dale Shotkoski, Asst. City Attorney/Purchasing

**Meeting:** April 12, 2005

**Subject:** Contract Change Order for Fuel Storage and Handling  
Area Upgrades Engineering Services – Platte Generating  
Station

**Item #'s:** G-18

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

## Background

Recent changes to federal regulations for Oil Pollution Prevention [40 CFR Part 112] require upgrades to the bulk fuel storage and fuel transfer areas at both Platte Generating Station (PGS) and Burdick Station. An RFP was developed and Black & Veatch was awarded a contract for the required engineering services in the amount of \$59,600.00.

As a result of preliminary investigation by Plant staff, the RFP included relocation of existing vehicle fuel dispensing equipment at PGS as the method of compliance for the new regulation. Plant staff's interpretation of the new regulation indicated that relocating the vehicle fuel stations to bermed areas near the bulk storage tanks would meet the new rules. The existing vehicle fueling equipment consists of relatively small tanks ("farm tanks") on stands with dispensing hoses and nozzles.

## Discussion

After the engineering contract was awarded, the State Fire Marshal's office advised that the PGS vehicle fuel stations would be required to be completely redesigned in accordance with the National Fire Protection Association codes for motor fuel dispensing facilities (NFPA 30A, 2003). These regulations pertain to facilities such as gas stations. The existing PGS vehicle fuel stations cannot meet that code, even if they are relocated. Therefore, Black & Veatch was required to design and prepare specifications for a complete replacement.

Black & Veatch is requesting \$7,900 for labor and expenses for this additional scope. The effort included reviewing existing fueling equipment versus NFPA 30A requirements, developing conceptual sketches for alternative solutions, discussions with the State Fire Marshall and revisions to construction drawings and documents. Plant staff has reviewed the request from Black & Veatch and concurs this work was not included in the original scope of the RFP.

### **Alternatives**

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

1. Approve the Resolution for Contract Change Order #1 for Fuel Storage and Handling Area Upgrades Engineering Services
2. Refer the issue to a Committee
3. Postpone the issue to a future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that Council approve Contract Change Order #1 for Fuel Storage and Handling Area Upgrades Engineering Services.

### **Sample Motion**

Move to approve Contract Change Order #1 for Fuel Storage and Handling Area Upgrades Engineering Services.



Working Together for a Better Tomorrow. Today.

CHANGE ORDER # 1

TO: Curtis G. Brown, Project Manager  
Black & Veatch Corporation  
8400 Ward Parkway  
P.O. Box 8405  
Kansas City, MO 64114

Project: Fuel Storage and Handling Area Upgrades PGS (Engineering Services)

You are hereby directed to make the following change in your contract:

- 1. Design revisions to fueling facilities at Platte Generating Station resulting in an addition of \$7,900.00.

ADD: \$ 7,900.00

The original Contract Sum	\$	59,600.00
Previous Change Order Amounts	\$	0.00
The contract Sum is increased by this Change Order	\$	7,900.00
The contract Sum is decreased by this Change Order	\$	<u>0.00</u>
The total modified Contract Sum to date	\$	67,500.00

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the Work described therein. Additional claims will not be considered.

APPROVED: CITY OF GRAND ISLAND

By: \_\_\_\_\_

Date \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to Form, City Attorney

ACCEPTED: BLACK & VEATCH CORPORATION

By: \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION 2005-106

WHEREAS, on April 27, 2004, by Resolution 2004-93, the City Council of the City of Grand Island approved the proposal of Black & Veatch of Overland Park, Kansas for engineering services for fuel storage and handling areas – evaluation and upgrades; and

WHEREAS, after the engineering contract was awarded, the State Fire Marshal's office advised the City that the fuel stations would be required to be completely redesigned in accordance with the National Fire Protection Association codes for motor fuel dispensing facilities (NFPA 30A, 2003); and

WHEREAS, in order to meet these requirements, Black & Veatch will be required to design and prepare specifications for a complete replacement; and

WHEREAS, Black & Veatch has agreed to perform the additional scope at a cost of \$7,900 for labor and expenses; and

WHEREAS, Change Order No. 1 has been prepared outlining the additional work involved in this project.

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 Black & Veatch of Overland Park, Kansas as set out above.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G19

**#2005-107 - Approving Wireline Crossing Agreement with Union Pacific Railroad and Grand Island Utilities Department**

Staff Contact: Gary R. Mader; Dale Shotkoski

# Council Agenda Memo

**From:** Gary R. Mader, Utilities Director  
Doug Walker, City Attorney

**Meeting:** April 12, 2005

**Subject:** Wireline Crossing Agreement between Union Pacific  
Railroad and Grand Island Utilities Department

**Item #'s:** G-19

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

## Background

Grand Island Utilities Department is working with CXT to support the expansion of their existing manufacturing plant in Grand Island. As part of the expansion, nearly a mile of new rail spur line will be constructed by CXT to serve the increased capacity of their plant. A fifty foot tall gantry crane will be used along the new rails to load concrete ties on to rail cars.

The existing CXT plant and the planned expansion are located in the Union Pacific rail yards on the east side of Grand Island. The Utilities Department has two 13.8kV overhead distribution lines crossing the CXT construction. Those lines must be reconstructed to underground configuration to provide clearance for the planned gantry crane.

## Discussion

The installation of the required underground conduit for the power line work will be done by CXT as a part of their expansion project. After the conduit has been installed, Utilities Department crews will install all electrical conductor and equipment to complete the conversion. The cost of the conversion will be billed to CXT.

Because this power line work is being done on Railroad property, and crosses the rail yard, a new Wireline Crossing Agreement with Union Pacific is required to allow the reconstruction of the high voltage circuits. Since the power line work is being done for a Railroad Client, there is no charge for the Crossing Agreement.

## **Alternatives**

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

1. Move to approve the Wireline Crossing Agreement between the City Of Grand Island and Union Pacific Railroad
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 Wireline Crossing Agreement with Union Pacific.

## **Sample Motion**

Move to approve the Wireline Crossing Agreement between Union Pacific Railroad and The City of Grand Island, Utilities Department.

## **WIRELINE CROSSING AGREEMENT**

Mile Post: 145.63, Kearney Subdivision  
Location: Grand Island, Hall County, Nebraska

**THIS AGREEMENT** is made and entered into as of March 15, 2005, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (hereinafter the "Licensor") and **CITY OF GRAND ISLAND**, a Nebraska municipal corporation to be addressed at P O Box 1968, Grand Island, Nebraska 68802-1968 (hereinafter the "Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

### **Article I. LICENSOR GRANTS RIGHT.**

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground power wireline crossing only

(hereinafter the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated March 04, 2005, marked Exhibit "A". Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than the above-mentioned, and said Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

### **Article II. CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

### **Article III. IF WORK IS TO BE PERFORMED BY CONTRACTOR.**

If a contractor is to do any of the work performed on the Wireline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Licensor's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understands its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.



**Article IV. INSURANCE**

A. The Licensee, at its expense, shall obtain the insurance described in Exhibit B-1, hereto attached. The Licensee will also provide to the Licensor a Certificate of Insurance, **identifying Folder No. 02307-75**, issued by its insurance carrier confirming the existence of such insurance and that the policy or policies contain the following endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the 'Wireline' located on Railroad right-of-way at Mile Post 145.63, on the Kearney Subdivision/Branch, at or near Grand Island, Hall County, Nebraska.

B. If the Licensee named in this Agreement is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit B-1 shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of the Licensor

C. All insurance correspondence shall be directed to:

Ernestine W. Burtley  
Folder No. 02307-75  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street STOP 1690  
Omaha, NE 68179-1690

**Article V. TERM.**

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

**Article VI. SPECIAL PROVISION -- LICENSE FEE WAIVER (Lessee not Licensee)**

The customary License Fee for this Agreement has been waived by the Licensor as the facilities covered under the Basic Agreement serve a Lessee of the Licensor.

~~It is understood by the Licensee that, should the leased premises be sold by the Licensor or the Wireline be expanded to serve third parties other than the Licensor or its Lessees, the Licensor reserves the right to begin charging the Licensee for the occupation of its property by the Wireline as this License will no longer be considered incidental to the Lease site.~~

**Article VII. SPECIAL PROVISION - RAILROAD FLAGMAN; WHEN REQUIRED; FLAGGING CHARGES.**

A. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within 25 feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains, pursuant to the terms of the attached Exhibit 'B'. All expenses connected with the furnishing

of said flagman shall be at the sole cost and expense of the Licensee, who shall promptly pay to Railroad all charges connected therewith, within 30 days after presentation of a bill therefore.

B. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; two and one-half times current hourly rate for holidays.

C. Wage rates are subject to change, at any time, by law or by agreement between the Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Licensee shall pay on the basis of the new rates and charges.

D. Reimbursement to the Railroad will be required covering the full eight hour day during which any flagman is furnished, unless he can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other work. Reimbursement will also be required for any day not actually worked by said flagman following his assignment to work on the project for which the Railroad is required to pay the flagman and which could not reasonably be avoided by the Railroad Company by assignment of such flagman to other work, even though the Licensee may not be working during such time.

E. Arrangements for flagging are to be made at least Ten (10) days in advance of commencing work, with the Railroad Manager of Track Maintenance.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

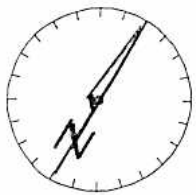
**UNION PACIFIC RAILROAD COMPANY**

**CITY OF GRAND ISLAND**

By: \_\_\_\_\_  
Manager - Contracts

By: \_\_\_\_\_  
Title: \_\_\_\_\_

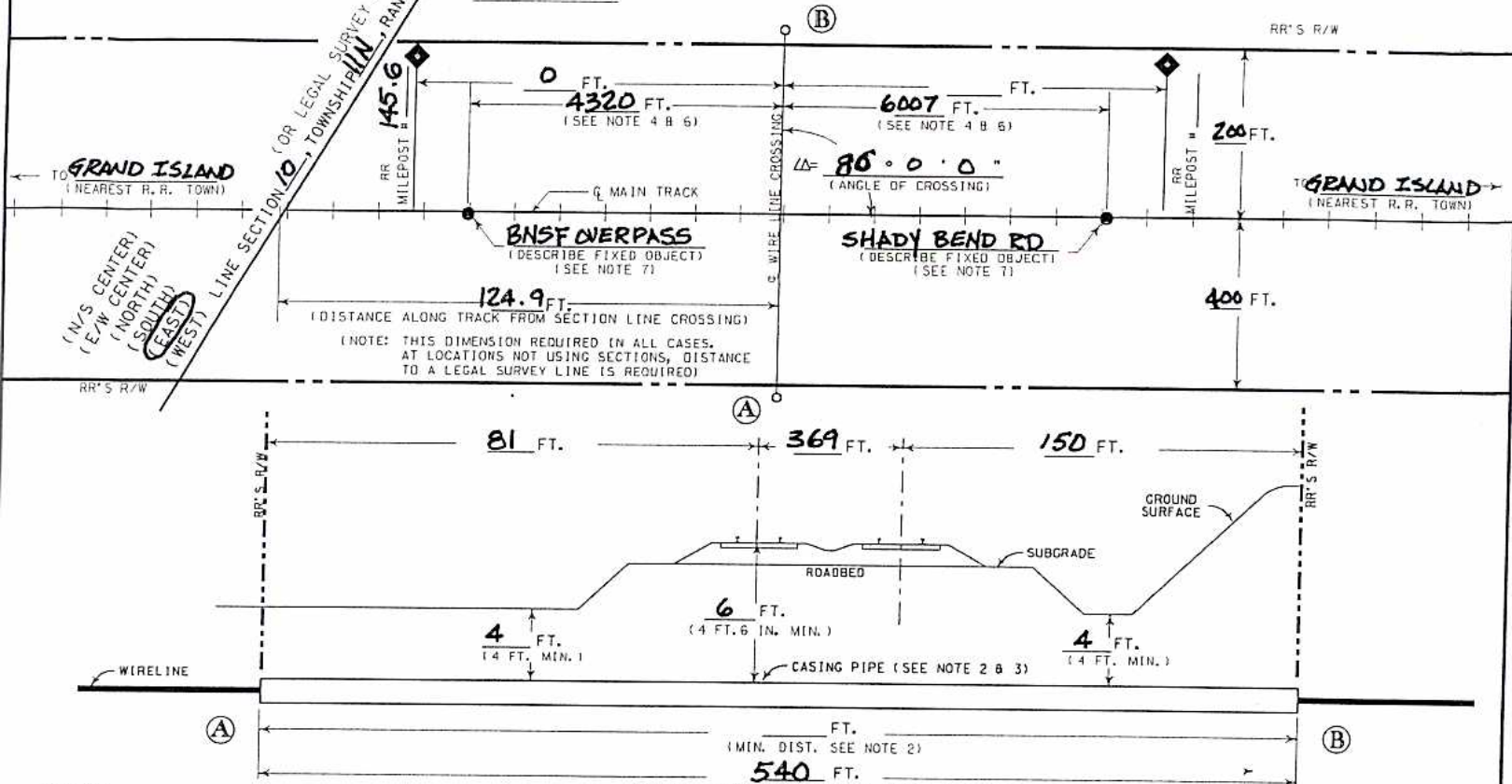
PLACE ARROW INDICATING NORTH  
DIRECTION RELATIVE TO CROSSING



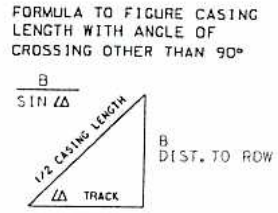
# UNDERGROUND WIRELINE CROSSING OVER 750 VOLTS

NO SCALE

NOTE: ALL AVAILABLE DIMENSIONS MUST BE  
FILLED IN TO PROCESS THIS APPLICATION.



- NOTES :
- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM  $\bar{C}$  OF TRACK, EXCEPT AS NOTED.
  - 2) ENCASE COMPLETELY ACROSS OUR R/W WITH A RIGID METALLIC CONDUIT OR NON-METALLIC CONDUIT (PVC) ENCASED IN A MINIMUM OF 3 INCHES OF CONCRETE.
  - 3) INSTALL 6 INCH WIDE WARNING TAPE 1 FOOT BELOW GROUNDLINE DIRECTLY OVER THE UNDERGROUND POWER LINE WHERE LOCATED ON OUR R/W OUTSIDE THE TRACK BALLAST SECTIONS.
  - 4) IF WITHIN AREA OF UNDERGROUND SIGNAL FACILITIES SUCH AS FLASHING CROSSING SIGNALS, POWER SWITCHES, TRACK SIGNALS, ETC., CHECK WITH SIGNAL DEPARTMENT.
  - 5) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
  - 6) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE,  $\bar{C}$  OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
  - 7) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES;  $\bar{C}$  OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR  $\bar{C}$  CULVERTS.
  - 8) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.



1) IS WIRELINE CROSSING WITHIN DEDICATED STREET? YES;  NO;

2) IF YES, NAME OF STREET \_\_\_\_\_

3) VOLTAGE TO BE CARRIED UNDER TRACK 13,800 V.

4) DISTRIBUTION LINE  OR TRANSMISSION LINE \_\_\_\_\_

5) MAXIMUM CURRENT 200 AMP EA. CIRCUIT

6) SINGLE PHASE \_\_\_\_\_ THREE PHASE  NO. OF CIRCUITS 2

7) MAX. OPERATING CURRENT TO GROUND AT FEED END 0 AMPS.

8) MAX. OPERATING CURRENT TO GROUND AT LOAD END 0 AMPS.

9) WHAT TYPE OF FACILITY WILL LINE BE SERVING? PUBLIC

10) IF SEPARATE CABLES ARE USED, WHAT IS THE AVG. DISTANCE BETWEEN CABLES? 2"

11) IF A NEW POWER SUBSTATION IS TO BE BUILT OR REVISED WITHIN 1/2 MILE OF RR, WHAT IS: MAX OPERATING CURRENT TO GROUND? \_\_\_\_\_ AMPS;

MAX RESISTANCE TO GROUND? \_\_\_\_\_ OHMS; MAX FAULT CURRENT TO GROUND? \_\_\_\_\_ AMPS.

12) CASING TYPE TO BE INSTALLED 24" X 0.438" STEEL

13) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
 DRY BORE AND JACK (WET BORE NOT PERMITTED);  
\_\_\_\_\_ TUNNEL; OTHER OPEN TRENCH

14) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 30 FT. (30' MIN.)

15) APPLICANT HAS CONTACTED 1-800-336-9193  
U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE  
 DOES; \_\_\_\_\_ DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED.

TICKET NO. 2005-0128-005

**EXHIBIT "A"**  
(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Kearney (SUBDIVISION)

M. P. 145.63 E. S. 8170+894

UNDERGROUND WIRELINE CROSSING

Grand Island Hall NE  
(NEAREST RR STATION) (COUNTY) (STATE)

FOR City of Grand Island (APPLICANT)

RR FILE NO. 2307-75 DATE 3-4-05

**WARNING**

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-800-336-9193

## EXHIBIT B

### Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

### Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) If the Wireline or any part thereof is to be located above the top of the rails of any track or communication and signal lines, including static wires, overhead clearance provided by the Wireline shall be no less than that shown on Exhibit A. The Wireline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with the Specifications prescribed in the current issue of the National Electrical Safety Code of the American National Standards Institute. In the event such Specifications conflict in any respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects the Specifications shall apply.

(b) All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Wireline shall be done to the satisfaction of the Licensor.

(c) If the Wireline is an existing one not conforming in its construction to the above provisions of this Section 2, the Licensee shall, within ninety (90) days after the date hereof, reconstruct it so as to conform therewith.

(d) The Wireline shall be constructed, maintained and operated by the Licensee in such manner as not to be or constitute a hazard to aviation. With respect to the Wireline the Licensee, without expense to the Licensor, will comply with all requirements of law and of public authority, whether federal, state or local, including but not limited to aviation authorities.

(e) In the operation of the Wireline, the Licensee shall not transmit electric current at a difference of potential in excess of the voltage indicated on Exhibit A. If the voltage indicated is in excess of seven hundred fifty (750) volts, and the Wireline is, or is to be, buried at any location on the property of the Licensor outside track ballast sections or roadbed, the Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three (3) inches of concrete with a minimum of four (4) feet of ground cover the entire length of the Wireline on the property of the Licensor. A Wireline buried by removal of the soil shall have, at a depth of one (1) foot beneath the surface of the ground directly above the Wireline, a six (6) inch wide warning tape bearing the warning, "Danger-High Voltage," or equivalent wording. A Wireline encased in conduit, jacked or bored under the property of the Licensor, must be identified by placing warning signs, to be installed and properly maintained at the expense of the Licensee, at each edge of the Licensor's property. The Licensee shall not utilize the signs in lieu of the warning tape where portions of the casing are installed by direct burial.

### Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Wireline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision or inspection, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF WIRELINE.

(a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce or encase the Wireline (if it is an underground facility) to the satisfaction of the Licensor, or move all or any portion of the Wireline to such new location, as the Licensor may designate, whenever in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.

(b) All the terms, conditions and stipulations herein expressed with reference to the Wireline on property of the Licensor in the location hereinbefore described shall, so far as the Wireline remains on the property, apply to the Wireline as modified, changed or relocated within the contemplation of this section.

Section 6. INTERFERENCE.

In the operation and maintenance of the Wireline the Licensee shall take all suitable precaution to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of the Licensor or of its tenants; and if, at any time, the operation or maintenance of the Wireline results in any electrostatic effects which the Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by the Licensor and/or its tenants, the Licensee shall, at the sole expense of the Licensee, immediately take such action as may be necessary to eliminate such interference.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

(b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except if such costs, liability or expenses are caused solely by the direct active negligence of the Licensor. Licensee further agrees that it shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Wireline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and

hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Wireline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Wireline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, penalties, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

(a) As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Licensor from any Loss which is due to or arises from:

1. The prosecution of any work contemplated by this Agreement including the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Wireline or any part thereof; or
2. The presence, operation, or use of the Wireline or electric current conducted thereon or escaping therefrom,

except to the extent that the Loss is caused by the sole and direct negligence of the Licensor.

Section 11. REMOVAL OF WIRELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Wireline from the property of the Licensor and restore such property to as good a condition as it was in before the Wireline was originally constructed, all to the satisfaction of the Licensor. If the Licensee fails to do the foregoing, the Licensor may perform the work of removal and restoration at the expense of the Licensee. The Licensor shall not be liable to the Licensee for any damage sustained by the Licensee as a result of the removal of the Wireline by the Licensor as in this section provided, nor shall such action prejudice or impair any right of action for damages or otherwise that the Licensor may, at the time of such removal, have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

(a) If the Licensee does not use the right herein granted or the Wireline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

(c) Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liability, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

## EXHIBIT B-1

### Union Pacific Railroad Company Insurance Provisions For Pipeline / Wireline / Drainage License Agreements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

**A. Commercial General Liability** insurance. This insurance shall contain broad form contractual liability with a single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily injury including death and personal injury
- Property damage
- Fire legal liability (Not less than the replacement value of the portion of the premises occupied)
- Products and completed operations

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance**:

- The employee and worker's compensation related exclusions in the above policy apply only to Licensee's employees
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed
- Waiver of subrogation

**B. Business Automobile Coverage** insurance. This insurance shall contain a combined single limit of at least \$2,000,000 per occurrence or claim, including but not limited to coverage for the following:

- Bodily injury and property damage
- Any and all motor vehicles including owned, hired and non-owned

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance**:

- The employee and worker's compensation related exclusions in the above policy apply only to Licensee's employees
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed
- Motor Carrier Act Endorsement- Hazardous materials clean up (MCS-90) if required by law.

**C. Workers Compensation and Employers Liability** insurance including but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement
- Employers' Liability (Part B) with limits of at least  
\$500,000 each accident, \$500,000 disease policy limit  
\$500,000 each employee

If Workers Compensation insurance will not cover the liability of Licensee in states that require participation in state workers' compensation fund, Licensee shall comply with the laws of such states. If Licensee is self-insured, evidence of state approval must be provided along with evidence of excess workers compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement **which shall be indicated on the certificate of insurance**:

- Alternate Employer Endorsement

**D. Umbrella or Excess Policies** In the event Licensee utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.



Other Requirements

- E. Punitive damage exclusion must be deleted, **which deletion shall be indicated on the certificate of insurance.**
- F. Licensee agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against Licensor. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody and control. Licensee's insurance shall be primary with respect to any insurance carried by Licensor. All waivers of subrogation **shall be indicated on the certificate of insurance.**
- G. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name Licensor as an additional insured. **Severability of interest and naming Licensor as additional insured shall be indicated on the certificate of insurance.**
- H. Prior to commencing the Work, Licensee shall furnish to Licensor original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing of any cancellation or material alteration. **Upon request from Licensor, a certified duplicate original of any required policy shall be furnished.**
- I. Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- J. Licensee **WARRANTS** that this Agreement has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement and acknowledges that Licensee's insurance coverage will be primary.
- K. The fact that insurance is obtained by Licensee or Licensor on behalf of Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.



RESOLUTION 2005-107

WHEREAS, the Grand Island Utilities Department is working with CXT Incorporated to support the expansion of their existing manufacturing plant in Grand Island; and

WHEREAS, as part of the expansion, nearly a mile of new rail spur line will be constructed by CXT to serve the increased capacity of their plant; and

WHEREAS, the existing CXT plant and the planned expansion are located in the Union Pacific rail yards on the east side of Grand Island; and

WHEREAS, the City Utilities Department has two 13.8kV overhead distribution lines crossing the CXT construction, which will need to be reconstructed to underground configuration; and

WHEREAS, since the power line work is being done on railroad property, and crosses the rail yard, Union Pacific Railroad Company requires a Wireline Crossing Agreement to allow the reconstruction of the high voltage circuits; and

WHEREAS, the City Attorney has reviewed the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a Wireline Crossing Agreement is hereby approved between the City and the Union Pacific Railroad Company to all the reconstruction of high voltage circuits for the expansion of CXT Incorporated.

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, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G20

**#2005-108 - Approving Application for Edward Byrne Memorial  
Justice Assistance Grant (JAG) 2005**

*This item relates to the aforementioned Public Hearing Item E-8.*

Staff Contact: Kyle Hetrick

RESOLUTION 2005-108

WHEREAS, the Grand Island Police Department has received notification that they and the Hall County Sheriff's Department have been awarded \$34,581 in grant funds from the Justice Assistance Grant (JAG) program; and

WHEREAS, the Grand Island Police Department will be allocated \$25,936 of such funds; and

WHEREAS, a public hearing was held on April 12, 2005 as required to discuss the proposed use of such funds; and

WHEREAS, it is proposed that the grant funds allocated to the Grand Island Police Department be used to purchase Panasonic Tough Book laptop computers for patrol vehicles, and to provide approximately \$8,645 to the Central Nebraska Drug Court for operational costs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval be granted to use grant funds received from the Justice Assistance Grant program to purchase Panasonic Tough Book laptop computers for patrol vehicles, and to provide approximately \$8,645 to the Central Nebraska Drug Court for operational costs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G21

**#2005-109 - Approving Memorandum of Understanding with Hall  
County Sheriff Relative to Allocation of JAG Grant Monies**

Staff Contact: Kyle Hetrick

# Council Agenda Memo

**From:** Captain Robert Falldorf, Police Department

**Meeting:** April 12, 2005

**Subject:** Approval of Memorandum of Understanding between City of Grand Island and Hall County for Designation of Fiscal Agent and Agreement on Disbursement of Funds for 2005 Byrne Justice Assistance Grant

**Item #'s:** G-21

**Presenter(s):** Kyle Hetrick, Chief of Police

## Background

The Grand Island Police Department and Hall County Sheriff's Department are eligible to receive Justice Assistance Grant money from the U.S. Department of Justice in 2005. This grant money replaces the Local Law Enforcement Block Grant money we have received in previous years. This year, a combined amount for both agencies of \$34,581 has been awarded and can be spent over a four year period. The Grand Island Police Department will serve as the fiscal agency on this grant. The Hall County Sheriff's Department will be a disparate agency and will receive \$8,645, leaving the Grand Island Police Department with \$25,936.

## Discussion

There is a federal mandate that requires a Memorandum of Understanding (MOU) between the City of Grand Island and Hall County. The purpose of this MOU is to show agreement as to who will act as the fiscal agent for the grant and to show agreed upon disbursement amounts. From the total award amount to the Grand Island Police Department of \$25,936, \$17,291 is tentatively allocated to purchase Panasonic Tough Book laptop computers for patrol vehicles. The remaining \$8,645 from the grant funds awarded to the Grand Island Police Department is tentatively allocated to the Central Nebraska Drug Court for personnel costs. All funds disbursed to the Hall County Sheriff's Department (\$8,645) as the disparate agency are tentatively allocated to purchase equipment for Sheriff's Department vehicles.

## **Alternatives**

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

1. Approve the MOU between the City of Grand Island and Hall County.
2. Send to committee for further discussion.
3. Table for more discussion.
4. Take no action.

## **Recommendation**

City Administration recommends that the Council approve the MOU between the City of Grand Island and Hall County pertaining to JAG funding.

## **Sample Motion**

Approve the Memorandum of Understanding between the City of Grand Island and Hall County pertaining to Byrne Justice Assistance Grant funding.



GMS APPLICATION NUMBER 2005-F4387-NE-DJ

THE STATE OF NEBRASKA

COUNTY OF HALL

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF GRAND ISLAND, NEBRASKA  
AND COUNTY OF HALL, NEBRASKA

2005 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this \_\_\_\_\_ day of April, 2005, by and between The County of Hall, acting by and through its governing body, The Hall County Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Grand Island, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hall County, State of Nebraska, witnesseth:

**WHEREAS**, the City and County may apply for a direct award from the Justice Assistance Grant Program of \$34,581 and the City shall act as fiscal agent for this award and file the joint application on behalf of the City and County: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$8,645 from the \$34,581 JAG award: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and City agree as follows:**

**Section 1.**

CITY agrees to pay COUNTY a total of \$8,645 of JAG funds.

GMS APPLICATION NUMBER 2005-F4387-NE-DJ

**Section 2.**

COUNTY agrees to use the \$8,645 JAG funds by 5-1-09.

**Section 3.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

CITY OF GRAND ISLAND, NEBRASKA

COUNTY OF HALL, NEBRASKA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Board Chairperson

ATTEST:      APPROVED AS TO FORM

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

RESOLUTION 2005-109

WHEREAS, the City of Grand Island received notification that it will receive \$34,581 in grant funds through the 2005 Byrne Justice Assistance Grant (JAG) Program; and

WHEREAS, the amount awarded is to be used by the Grand Island Police Department and the Hall County Sheriff's Department in accordance with criteria established by the grant program; and

WHEREAS, the Grand Island Police Department will serve as the fiscal agency on the grant; and

WHEREAS, it is recommended that the Hall County Sheriff's Department receive \$8,645, with the remainder of the funds to be used by the Grand Island Police Department; and

WHEREAS, the proposed Memorandum of Understanding has been reviewed by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding by and between the City and the County of Hall for the disbursement of \$8,645 in grant funds to the County of Hall received by the City of Grand Island through the 2005 Byrne Justice Assistance Grant (JAG) Program is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G22

**#2005-110 - Approving Acquisition of Property Located at 1203-1205 West 3rd Street (Grand Island Library Foundation, Inc. Previously Owned by S. Douglas Kucera and Marcia K. Almquist)**

*This item relates to the aforementioned Public Hearing Item E-9.*

Staff Contact: Doug Walker

R E S O L U T I O N 2005-110

WHEREAS, the Grand Island Public Library Foundation, Inc., a Nebraska non-profit corporation, has acquired real property west of the existing Edith Abbott Memorial Library at 1203-1205 West Third Street, for the purpose of expanding and renovating such facility; and

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

WHEREAS, a public hearing was held on April 12, 2005, for the purpose of discussing the proposed acquisition of property described as the northerly ninety four (94.0) feet of Lot One (1), in Block Sixteen (16), in Arnold and Abbott's Addition to the City of Grand Island, Hall County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to acquire by donation from the Grand Island Public Library Foundation, Inc., a Nebraska non-profit corporation, the property with a street address of 1203-1205 West Third Street and legally described as the northerly ninety four (94.0) feet of Lot One (1), in Block Sixteen (16), in Arnold and Abbott's Addition to the City of Grand Island, Hall County, Nebraska, for the purpose of expanding and renovating the Edith Abbott Memorial Library.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G23

**#2005-111 - Approving Acquisition of Utility Easement Located at  
530 N Webb Rd (Abundant Life Christian Center)**

*This item relates to the aforementioned Public Hearing Item E-10.*

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2005-111

WHEREAS, a public utility easement is required by the City of Grand Island, from Abundant Life Christian Center, a non-profit corporation, to install, upgrade, maintain, and repair public utilities; and

WHEREAS, a public hearing was held on April 12, 2005, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of the Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4) of Section Thirteen (13), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in the City of Grand Island, Hall County, Nebraska, the easement and right-of-way being more particularly described as follows:

Beginning at the southeast corner of said Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4); thence running westerly along the south line of said Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4), on an Assumed Bearing of N89°17'04"W, a distance of Thirty Seven (37.0) feet, to a point on the westerly right-of-way line of Webb Road; thence running N00°00'00"W, along the westerly right-of-way line of Webb Road, a distance of Six Hundred Seventy Three and Seventy Six Hundredths (673.76) feet, to the Actual Point of Beginning, said point also being Thirty Seven (37.0) feet west of the east line of said Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4); thence running S89°59'48"W, a distance of Sixteen (16.0) feet; thence running N00°00'00"E, a distance of Eighty Six and Sixty Hundredths (86.60) feet; thence running N00°30'56"W, a distance of One Hundred Eleven and Eleven Hundredths (111.11) feet; thence running S89°58'38"E, a distance of Sixteen (16.0) feet, to a point on the westerly right-of-way line of Webb Road, said point also being Thirty Eight (38.0) feet west of the east line of said Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4); thence running S00°30'56"E, along the westerly right-of-way line of Webb Road, a distance of One Hundred Eleven and Eleven Hundredths (111.11) feet, to a point Thirty Seven (37.0) feet west of the east line of said Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4); thence running S00°00'00"W, a distance of Eighty Six and Sixty Hundredths (86.60) feet, to the actual point of beginning and containing 0.073 acres more or less.

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 Abundant Life Christian Center, a non-profit corporation, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

Approved as to Form    ☐ \_\_\_\_\_  
April 6, 2005            ☐ City Attorney

RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G24

**#2005-112 - Approving Acquisition of Sanitary Easement Located at 9 Dakota Drive (Joel Shafer)**

*This item relates to the aforementioned Public Hearing Item E-11.*

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2005-112

WHEREAS, a sanitary sewer easement is required by the City of Grand Island, from Joel B. Shafer, a single person, to install, upgrade, maintain and repair public utilities; and

WHEREAS, a public hearing was held on April 12, 2005, for the purpose of discussing the proposed acquisition of a sanitary sewer easement through a part of Lot Forty Six (46), Block One (1), Dale Roush Second Subdivision located in the city of Grand Island, Hall County, Nebraska, the right-of-way being more particularly described as follows:

Beginning at a point where the west line of Commanche Avenue intersects the south line of Dakota Drive; thence southwesterly on the northwesterly line of Lot 46, Block 1, Dale Roush Second Subdivision, to the most northwesterly corner of Lot 46, Block 1, Dale Roush Second Subdivision; thence southeasterly on the westerly line of Lot 46, Block 1, Dale Roush Second Subdivision to a point; thence northeasterly on a line twenty feet southeasterly of and parallel to the northwesterly line of Lot 46, Block 1, Dale Roush Second Subdivision to the south line of Dakota Drive; thence west on the south line of Dakota Drive to the point of beginning.

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 sanitary sewer easement from Joel B. Shafer, a single person, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
April 6, 2005            ☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G25

**#2005-113 - Approving Acquisition of Right-of-Way Adjacent to and North of 1 Navajo Drive and 2 Navajo Drive (Jacqueline Hanover and Ted & Imogene Lechner)**

*This item relates to the aforementioned Public Hearing Item E-12.*

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2005-113

WHEREAS, public right-of-way is required by the City of Grand Island, from Jacqueline Hanover, a single person, and Imogene L. Lechner and Teddy Lechner, wife and husband, to expand city utilities and street right-of-way; and

WHEREAS, a public hearing was held on April 12, 2005, for the purpose of discussing the proposed acquisition of right-of-way through a part of the Southeast Quarter of the Northwest Quarter (SE1/4, NW1/4) of Section 14, Township 11 North, Range 10 West of the 6<sup>th</sup> P.M. in the city of Grand Island, Hall County, Nebraska, the right-of-way being more particularly described as follows:

Beginning at a point on the north line of Dale Roush Second Subdivision, said point being forty (40.0) feet west of the northeast corner of Lot 23, Dale Roush Second Subdivision; thence continuing west on the north line of Lots 23 and 24, Dale Roush Second Subdivision to the northwest corner of Lot 24, Dale Roush Second Subdivision; thence north on a line perpendicular to the north line of Dale Roush Second Subdivision for a distance of eighty (80.0) feet; thence east on a line eighty (80.0) feet north of and parallel to the north line of Dale Roush Second Subdivision for a distance of two hundred eighty-two and three hundredths (282.03) feet; thence south on a line perpendicular to the north line of Dale Roush Second Subdivision for a distance of eighty (80.0) feet, to the point of beginning. Said property containing twenty two thousand five hundred sixty two and four tenths (22,562.4) square feet or 0.518 acres more or less.

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 public right-of-way from Jacqueline Hanover, a single person, and Imogene L. Lechner and Teddy Lechner, wife and husband, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
April 6, 2005            ☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G26

**#2005-114 - Approving Amendment to the Agreement with Olsson Associates for Construction Administration on the Project to Pave Independence Avenue**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** April 12, 2005

**Subject:** Approving Amendment to the Agreement with Olsson Associates for Construction Administration on the Project to Pave Independence Avenue

**Item #'s:** G-26

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

## **Background**

On October 23, 2001 the City of Grand Island entered into an agreement with Olsson Associates for Engineering Services for the project to pave Independence Avenue, Shanna Street, and Lariat Lane. The agreement provided for design only with future work such as construction administration to be performed under an amendment to the agreement. Any amendments to the agreement must be approved by council.

## **Discussion**

Bids were opened and approved by Council at the March 22, 2005 regular city council meeting. The contractor will be starting work soon and the services of a consulting engineer are needed for construction administration.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the amendment to the agreement for Construction Administration on the project to pave Independence Avenue.

## **Sample Motion**

Approve the amendment to the agreement.



**OLSSON ASSOCIATES**  
ENGINEERS • PLANNERS • SCIENTISTS • SURVEYORS

## 2ND AMENDMENT TO CONTRACT FOR ENGINEERING SERVICES

THIS AMENDMENT TO LETTER AGREEMENT, made as of the 8th day of March 2005, by and between the City of Grand Island, Nebraska (Client) and Olsson Associates (OA), WITNESSETH, That whereas the Client intends to complete the Construction Management for which services were provided under the contract between the City of Grand Island and Olsson Associates dated 23 October 2001, amended 11 June 2002. Fees for the Construction Administration services for the Project are hereby added to the agreement in accordance with the letter of agreement and Phase VI, of Exhibit A. Said Additional Services shall be provided as set forth in the Letter Agreement.

### **Phase VI: Construction Administration**

#### **Construction Phase Services**

The Scope of Services as outlined in Phase VI of Exhibit "A" shall include construction staking, construction observation, material testing, and contract administration for construction of Independence Ave., Shanna Street and Lariat Lane. This work shall also include shop drawing review, and preparation of record drawings following completion of construction. The fee for providing the construction phase services is as follows:

#### **Compensation**

##### A. Estimated Fee: Construction Management

Construction Staking	\$5,532
Construction Administration	\$9,965
Construction Observation	<u>\$27,022</u>
Total Fee Added to Contract	\$42,519

Fees are based on our Direct Labor Costs times a factor of 2.5 for services rendered by our principals, and employees engaged directly on the Project, plus the subconsultant fee, not to exceed the maximum limit stated above.

##### B. Billings will be submitted and payable monthly in accordance with the original agreement.



**Termination Provisions**

A. The termination provisions of Paragraph 5.3 of the General Provisions of the original agreement apply to this contact amendment.

**OLSSON ASSOCIATES**

By Kevin L. Prior  
Kevin L. Prior  
Vice President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2005

**CITY OF GRAND ISLAND**

By \_\_\_\_\_  
Jay Vavricek  
Title Mayor

**ATTEST:**

By \_\_\_\_\_  
RaNae Edwards  
Title City Clerk

F:\Office\PROPOSAL\Grand Island\IndependenceAve\Indep-Amendment-Const-2-05.doc

RESOLUTION 2005-114

WHEREAS, on October 23, 2001, by Resolution 2001-296, the City Council for the City of Grand Island awarded the proposal for conceptual engineering design work on street and safety improvements in the northwest area of Grand Island to Olsson Associates of Grand Island, Nebraska; and

WHEREAS, on June 11, 2002, by Resolution 2002-172, the City Council of the City of Grand Island authorized Amendment #1 to the agreement with Olsson Associates to proceed with final design of the project; and

WHEREAS, the next phase of the agreement consists of construction staking, construction observation, material testing and contract administration for construction of Independence Avenue, Shanna Street and Lariat Lane; and

WHEREAS, due to Olsson Associates' knowledge and experience working on this project, it is recommended that they continue providing engineering work to final completion of the project; and

WHEREAS, Olsson Associates is willing to complete the engineering work for this phase of the project at actual cost up to a maximum of \$42,519; and

WHEREAS, the 2<sup>nd</sup> Amendment to the Agreement for Engineering Services has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2<sup>nd</sup> Amendment to the Agreement for Engineering Services by and between the City and Olsson Associates for construction administration for the construction of Independence Avenue, Shanna Street and Lariat Lane is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G27

**#2005-115 - Approving Bid Award for Phelps Control Contract  
Project 2005-OPGW-1**

Staff Contact: Carl Hurd

# Council Agenda Memo

**From:** Carl Hurd, Information Technology Manager  
Bob Smith, Assistant Utilities Director  
Tom Barnes, Utility Engineering Manager

**Meeting:** April 12, 2005

**Subject:** Approving Bid Award for Contract 2005-OPGW-1.  
Installation of 48 Fiber OPGW Shield Wire and ADSS to  
Provide Network Connection Between City Hall and  
Phelps Control Center.

**Item #'s:** G-27

**Presenter(s):** David Springer, Finance Director  
Carl Hurd, Information Technology Manager

## Background

On March 2, 2005 the City Information Technology and Utilities Departments advertised for bids for the installation of 48 fiber OPGW and ADSS from City Hall to Phelps Control Center. Funds for this project were in the 2004/2005 approved budget. A pre-bid meeting was held March 17, 2005 with five potential bidders attending. This is a pilot project for the City, intended to increase network bandwidth between City Hall and remote sites. The current wireless system used to connect Phelps Control to City Hall has been in service nearly 7 years and has a bandwidth of approximately 5mb. The Fiber will allow bandwidth of 1gb (1000mb) with the use of only 2 of the 48 fibers. This amount of bandwidth will provide the capability of having a backup data system at a remote site such as Phelps Control. This portion of the project was designed to allow for future connection to the Waste Water Treatment Plant, City/County Public Safety Center and Fire Training Center provided they are located at the site on East Hwy 30 and Talc Drive.

## Discussion

Two bids were received and opened on April 1, 2005. These bids have been reviewed, see attached summary.

## **Alternatives**

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

1. Make a motion to approve Kayton Electrics' bid in the amount of \$71,317.00 to complete the project.
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 Kayton Electrics' bid of \$71,317.00 to complete the project.

## **Sample Motion**

Approve Kayton Electrics' bid to complete the project.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** April 1, 2005 at 11:00 a.m.  
**FOR:** Phelps Control Contract Project 2005-OPGW-1  
**DEPARTMENT:** Utilities and Information Technology  
**ESTIMATE:** \$75,000.00  
**FUND/ACCOUNT:** Capital Fund 400  
Enterprise Fund 520  
**PUBLICATION DATE:** March 2, 2005  
**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

<b>Bidder:</b>	<b><u>Schmader Electric Const. Co.</u></b> West Point, NE	<b><u>Kayton Electric, Inc.</u></b> Holdrege, NE
<b>Bid Security:</b>	<b>Federal Insurance Company</b>	<b>United Fire &amp; Casualty Co.</b>
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	<b>\$76,370.00</b>	<b>\$71,317.00</b>

cc: Gary Mader, Utilities Director  
Pat Gericke, Admin Assist Utilities  
Carl Hurd, IT Manager  
Dale Shotkoski, Purchasing Agent

Bob Smith, Assistant Utilities Director  
David Springer, Finance Director  
Gary Greer, City Administrator  
Laura Berthelsen, Legal Assistant

RESOLUTION 2005-115

WHEREAS, the City of Grand Island invited sealed bids for Phelps Control Contract Project 2005-OPGW-1, according to plans and specifications on file with the Utility Engineering Office at Phelps Control Center; and

WHEREAS, on April 1, 2005, bids were received, opened and reviewed; and

WHEREAS, Kayton Electric, Inc. of Holdrege, 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 \$71,317.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Kayton Electric, Inc. of Holdrege, Nebraska, in the amount of \$71,317.00 for Phelps Control Contract Project 2005-OPGW-1 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G28

**#2005-116 - Approving Acquisition of Utility Easement Located at  
2620 West Faidley Avenue- St. Francis Medical Center**

*This item relates to the aforementioned Public Hearing Item E-13.*

Staff Contact: Gary R. Mader



RESOLUTION 2005-116

WHEREAS, a public utility easement is required by the City of Grand Island, from St. Francis Medical Center, a Nebraska non-profit corporation, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on April 12, 2005, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of Lot One (1), Saint Francis Medical Third Subdivision in the City of Grand Island, Hall County, Nebraska, the ten (10.0) foot wide easement and right-of-way being more particularly described as follows:

The southerly ten (10.0) feet of the easterly one hundred fifty five (155.0) feet of Lot One (1) Saint Francis Medical Third Subdivision.

The above-described easement and right-of-way containing 0.036 acres, more or less, as shown on the plat dated February 2, 2005, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G29

**#2005-117 - Approving Acquisition of Utility Easement Located at  
804 North Webb Road - WCI, LLC**

*This item relates to the aforementioned Public Hearing Item E-14.*

Staff Contact: Gary R. Mader

RESOLUTION 2005-117

WHEREAS, a public utility easement is required by the City of Grand Island, from WCI, LLC, a Nebraska limited liability company, to install, upgrade, maintain, and repair public utilities and appurtenances; and

WHEREAS, a public hearing was held on April 12, 2005, for the purpose of discussing the proposed acquisition of an easement and right-of-way through a part of Lot Fourteen (14), Meadowlark West Fourth Subdivision in the City of Grand Island, Hall County, Nebraska, the easement and right-of-way being more particularly described as follows:

The southerly twenty (20.0) feet of the westerly one hundred twenty six (126.0) feet of Lot Fourteen (14) Meadowlark West Fourth Subdivision.

The above-described easement and right-of-way containing 0.058 acres, more or less, as shown on the plat dated March 30, 2005, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G30

**#2005-118 - Approving Agreement for Reconfiguration of Segments of Electric Distribution Circuits and 115kV Transmission Line - City of Grand Island & CXT**

Staff Contact: Gary R. Mader; Doug Walker

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director  
Doug Walker, City Attorney

**Meeting:** April 12, 2005

**Subject:** Agreement for Reconfiguration of Segments of Electric Distribution Circuits and 115kV Transmission Line – City of Grand Island, Utilities Department and CXT

**Item #'s:** G-30

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

## **Background**

Grand Island Utilities Department is working with CXT to support the expansion of their existing manufacturing plant in Grand Island. As part of the expansion, nearly a mile of new rail spur line will be constructed by CXT to serve the increased capacity of their plant. A fifty foot tall gantry crane will be used along the new rails to load concrete ties on to rail cars.

The existing CXT plant and the planned expansion are located in the Union Pacific rail yards on the east side of Grand Island. The Utilities Department has two 13.8 kV overhead distribution lines crossing the CXT construction. Those lines must be reconstructed to underground configuration to provide clearance for the planned gantry crane.

The Utilities Department also has a 115,000 volt transmission line crossing the area. This line will have to be raised to provide safe clearance for the gantry crane.

## **Discussion**

In accordance with Department policy, the cost of reconstructing power lines is considered a cost to the development project when that reconstruction is required solely because of the development project. In this case, the Utilities Department has prepared detailed cost breakdowns for the power line reconstruction work and had a series of meetings with CXT representatives.

Because the reconfiguration of the feeder circuits and raising of the transmission line entail the expenditure of several hundred thousand dollars, it is the recommendation of the Utilities Department that the City enter into a written agreement to document and define the obligations of the parties. A copy of the proposed agreement is attached. It has been reviewed and approved by the Legal Department.

### **Alternatives**

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

1. Move to approve the Agreement for Reconfiguration of Segments of Electric Distribution Circuits and 115kV Transmission Line between the City of Grand Island and CXT
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 Agreement for Reconfiguration of Segments of Electric Distribution Circuits and 115kV Transmission Line.

### **Sample Motion**

Motion to approve the Agreement for Reconfiguration of Segments of Electric Distribution Circuits and 115kV Transmission Line between CXT and the City of Grand Island, Utilities Department.

Agreement for Reconfiguration of  
Segments of Electric Distribution Circuits and  
115kV Transmission Line

---

This Agreement is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Grand Island, Nebraska and CXT, Incorporated as set forth hereafter.

WHEREAS CXT Incorporated (CXT) operates a concrete railroad tie manufacturing plant in the City Of Grand Island, and CXT wishes to expand that facility;

WHEREAS the expansion of the plant will require the reconfiguration of two 13.4 kV electric distribution circuits and a length of 115 kV transmission line owned by the City of Grand Island Electric Department (GIUD);

WHEREAS the parties agree that the 13.4 kV distribution circuits should be reconstructed from overhead to underground configuration and that the 115 kV transmission line should be raised to accommodate the CXT plant expansion needs.

NOW THEREFORE; THE PARTIES HERETO AGREE AS FOLLOWS:

CXT agrees to provide all labor and materials to install four 6" HDPE underground electrical conduits across the Union Pacific Railroad yards in accordance with the specifications and design provided by GIUD.

Upon completion of the electrical conduit installation to GIUD specifications, GIUD agrees to make complete installation of all electrical conductor, switches, poles, and all necessary appurtenances to complete the conversion of the two 13.4 kV electric distribution circuits to underground configuration.

CXT agrees to reimburse GIUD for all costs of material and labor to install the distribution circuits in an underground configuration in an amount not to exceed \$110,000.

GIUD further agrees to rebuild the 115 kV transmission line segment to raise the conductor height to provide safety code clearances for new gantry crane equipment to be purchased and installed by CXT. Additionally, GIUD intends to upgrade the capacity of this 115 kV line segment as a part of the project.

CXT agrees to pay GIUD for the costs incurred to raise the of the 115 kV transmission line. GIUD shall be responsible for all costs incurred for line betterment. CXT payment to GIUD shall not exceed \$300,000.

GIUD will provide to CXT a detailed project cost break down showing costs incurred for raising the transmission line section.

This agreement shall be binding on the successors in the interest of the parties hereto.

This agreement is hereby executed by the parties hereto on the date first noted above.

CXT, Inc.

City Of Grand Island

By \_\_\_\_\_  
\_\_\_\_\_, President

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

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

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



RESOLUTION 2005-118

WHEREAS, CXT Incorporated (CXT) operates a concrete railroad tie manufacturing plant in the City of Grand Island; and

WHEREAS, CXT wishes to expand its facility which will require the reconfiguration of two 13.4 kV electrical distribution circuits and a length of 115 kV transmission line owned by the City of Grand Island Electric Department; and

WHEREAS, the City and CXT agree that the 13.4 kV distribution circuits should be reconstructed from overhead to underground configuration and that the 115 kV transmission line should be raised to accommodate the CXT plant expansion needs; and

WHEREAS, an agreement setting out the responsibilities of both the City and CXT has been prepared to complete this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement for Reconfiguration of Segments of Electric Distribution Circuits and 115kV Transmission Line by and between the City and CXT Incorporated is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item G31

**#2005-119 - Approving GITV Engineering Services**

Staff Contact: Jennifer Fuller

# **Council Agenda Memo**

**From:** Jennifer Fuller, Public Information Officer  
**Meeting:** April 12, 2005  
**Subject:** GITV Engineering Services  
**Item #'s:** G-31  
**Presenter(s):** Jennifer Fuller, Public Information Officer

## **Background**

GITV has served Hall County and the Grand Island area with governmental-educational programming since 1993. City Council meetings are broadcast live each week on UHF channel 56 and cable channel 6. Hall County Board meetings, School Board meetings and locally produced educational programming are also aired on GITV. One of City Council's goals for 2004-5 was to reinvent GITV. In continuing with that goal, funding for 2004-5 was budgeted to purchase necessary equipment and obtain engineering services to ensure properly working equipment which in turn will better serve our citizens.

## **Discussion**

In an effort to continue to provide quality programming on GITV and ensure that equipment is consistently in working order, the Public Information Department sought quotes from three video technicians. Unfortunately, there is not a local company that provides professional broadcast television equipment and maintenance. The lowest quoted package was from AVI Systems out of Omaha- \$13,863 for engineering services. By working with AVI Systems, the GITV staff can continue to keeping citizens aware and educated about City happenings.

## **Alternatives**

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

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

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

### **Recommendation**

City Administration recommends that the Council move to approve GITV Engineering Services Contract with AVI Systems.

### **Sample Motion**

Motion to approve GITV Engineering Services Contract.

## Systems Engineering Agreement (SEA)



- |                                     |  |                |
|-------------------------------------|--|----------------|
| <input type="checkbox"/>            | 6271 Bury Drive, Eden Prairie, MN 55346              | (952) 949-3700 |
| <input type="checkbox"/>            | 3001 104 <sup>th</sup> Street, Urbandale, IA 50322   | (515) 254-9850 |
| <input type="checkbox"/>            | 8052 Flint Street, Lenexa, KS 66214                  | (913) 495-9494 |
| <input checked="" type="checkbox"/> | 5055 South 111 <sup>th</sup> Street, Omaha, NE 68137 | (402) 593-6500 |
| <input type="checkbox"/>            | 1930 East Century Avenue, Bismarck, ND 58503         | (701) 258-6360 |
| <input type="checkbox"/>            | 8140 Brentwood Industrial Dr., St. Louis, MO 63144   | (314) 781-5590 |

Customer / Bill To:	Project / Location:	Office Information:
City of Grand Island	City of Grand Island	<b>Job #</b>
100 East First Street	100 East First Street	<b>Sales Rep:</b> Sauer 24A
Box 1968	Box 1968	<b>Engineering Mgn:</b> Bakke
Grand Island, NE 68802	Grand Island, NE 68802	<b>Terms Accepted By:</b>
<b>Customer #</b>	<b>Attn:</b> Jennifer Fuller	<b>Project Accepted By:</b>
<b>Date:</b> 3/17/05	<b>Phone:</b> 308-385-5444 x148	<b>Est. Start Date:</b>
<b>Customer PO:</b>	<b>Fax:</b> 308-385-5486	<b>Est. Completion Date:</b>

**Notes:**

- 1.0 Specific Project Scope** – AVI Systems will provide system maintenance and repair as requested.
- 2.0 Statement of Services To Be Provided** – The services to be provided by AVI Systems under this Agreement are per the Attachment "A" – Statement of Services.
- 3.0 Project Fees** – AVI Systems will provide the technical services under this Agreement on a Time and Materials basis. Based on the stated "Specific Project Scope" and "Statement of Services To Be Provided" the following estimate of engineering time is provided to complete the engineering processes.

Est. Hrs.	Description	Hourly Rate	Total
24	Engineering	\$116.00	\$2,784.00
16	Field Service	\$102.00	\$1,632.00
8	Depot Service	\$86.50	\$ 692.00
24	Installation Technician	\$91.40	\$2,193.00
24	Lead Installation Technician	\$110.20	2,644.80
12	Travel time	\$76.50	\$918.00
1	Cables & connectors	1,200.00	\$1,200.00
1	Hardware & Materials	\$800.00	\$800.00
1	Out of pocket expenses	\$1,000.00	\$1,000.00
			<b>\$13,863.00</b>

If the Scope Of Work of this project changes a Contract Change Order, per Section 8.0 of this Agreement, will be provided for approval before proceeding with the work.

Reimbursable expenses directly associated with this project will be invoiced at 1.1 times actual cost in addition to the fees for technical services. Such expenses include travel and related expenses, overnight couriers, unusual photocopies or reproductions, progress plots, copying, blueprinting, and similar expenses.

- 4.0 Taxes** – AVI Systems will add any applicable taxes to the amount of each invoice.
- 5.0 Invoicing for Engineering Services** – Progress invoices will be submitted for the portion of the technical services and reimbursable expenses expended on the project on a monthly basis.

Each progress billing will be due net 15 days from invoice. A finance charge computed at the rate of 1.5% per month will be charged on any balance not received within 30 days.

- 6.0 Remit To Address** – All payments should be mailed to:

Audiovisual, Inc.  
 dba AVI Systems  
 NW 8393 PO Box 1450  
 Minneapolis, MN 55485-8392

## **7.0 Key Project Personnel**

Sales Engineer: Guy Sauer

Design / Managing Engineer: Lane Bakke

- 8.0 Changes In The Scope of Work** – Costs resulting from changes in the scope of this project, additional requirements or restrictions placed on AVI Systems by the Customer or its representatives will be added to or subtracted from the contract depending upon the changes being made. When AVI Systems becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval before work continues.
- 9.0 Insurance** – Commercial general liability insurance, including contractual liability, at limits of not less than \$1,000,000 per occurrence, automobile liability insurance, at limits of not less than \$1,000,000 per occurrence, errors and omissions insurance at limits of \$1,000,000, and worker's compensation and employer's liability insurance covering all employees engaged in the performance of this order for claims arising under any applicable worker's compensation and occupational disease acts.
- 10.0 Compliance With Law** – AVI Systems agrees and warrants that AVI Systems shall comply with all requirements of applicable laws, regulations and standards including but not limited to the provisions of (a) Executive Order 11246, as amended, of the President of the United States and the Rules and Regulations pursuant thereto pertaining to Equal Employment Opportunity; (b) the Fair Labor Standards Act of 1938 of the United States, as amended, with respect to Wages and Hours; (c) the Occupational Safety and Health Act of 1970 (OSHA), as amended; (d) the Immigration Reform and Control Act of 1986 (IRCA).
- 11.0 Ownership and Use of Documents and Electronic Data** – Drawings, specifications, other documents, and electronic data furnished by AVI Systems for the associated project under this Agreement are instruments of the services provided. AVI Systems shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI Systems for information and reference in connection with the associated project.
- 12.0 Proprietary Protection of Programs** – This Agreement does not cause any transfer of title, or intellectual rights, in Control Systems Programs, or any materials produced in connection therewith, including Source Codes. The Programs are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the Control Systems Programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any Program to obtain Source Codes, and that it will not disclose the Programs to any third party, without the consent of AVI Systems. The Control Systems Programs, and Source Codes, together with AVI Systems' know-how and installation and configuration techniques, furnished hereunder are proprietary to AVI Systems, and were developed at private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI Systems hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.
- 13.0 General Business Terms** – This Agreement is not assignable without the prior written consent of AVI Systems. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI Systems, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. The term "this Agreement" as used herein includes any applicable installment payment agreement, supplement or future written amendment made in accordance herewith. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless otherwise agreed to in writing by Customer and AVI Systems, if any printed term or condition contained in any purchase order or other form used by Customer to order products or services pursuant to this Agreement, or in any acknowledgment or other form used by Customer is inconsistent with any term or condition contained herein, the provisions hereof shall apply and take precedence. AVI Systems is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control or, except as agreed herein, to provide any services hereunder for Equipment located outside the United States or Puerto Rico. The laws of the State of Iowa will govern this Agreement.
- 13.1 Remedies** – Upon default as provided herein, AVI Systems shall have all the rights and remedies of a secured party under the Uniform Commercial Code and under any other applicable laws. Any requirements of reasonable notice by either party to the other guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the parties shown on the first page of this Agreement (or to such other mailing address as either party in writing later furnishes to the other) at least ten calendar days before the time of the event or contemplated action set forth in said notice. Customer agrees to pay all expenses of retaking, holding, preparing for sale, selling and attorneys' fees and legal expenses as may be allowed by law and incurred by AVI Systems, in enforcing its rights under this Agreement. The rights and remedies herein conferred upon AVI Systems, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Uniform Commercial Code and other applicable laws.

**13.2 Limitation of Remedies** – AVI Systems entire liability and the Customer's exclusive remedy shall be as follows: In all situations involving performance or nonperformance of Equipment or Services furnished under this Agreement, the Customer's remedy is the adjustment or repair of the Equipment or replacement of its parts by AVI Systems, or, at AVI Systems option, replacement of the Equipment. In no event will AVI Systems be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if AVI Systems has been advised of the possibility of such damages, or for any claim against the Customer by any other party, or for any damages caused by performance or non-performance of Equipment located outside the United States or Puerto Rico.

**14.0 Acceptance of Agreement** – This agreement includes services that are required to satisfy the project scope of Section 2.0 Specific Project Scope. AVI Systems will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

In Witness whereof, the parties hereto by their duly authorized representatives have executed this Agreement upon the date first set forth herein.

**AGREED AND ACCEPTED BY:**

\_\_\_\_\_  
(Customer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**SUBMITTED BY:**

**AVI Systems** \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

RESOLUTION 2005-119

WHEREAS, GITV has served Hall County and the Grand Island area with governmental-educational programming since 1993; and

WHEREAS, City Council meetings, Hall County Board meetings, School Board meetings and locally produced educational programs are currently aired on GITV; and

WHEREAS, due to the advancements of technology, it is becoming more apparent that the present GITV equipment is outdated and/or obsolete; and

WHEREAS, funding has been provided in the 2004-2005 budget to update such equipment; and

WHEREAS, quotes were requested from area video technicians to provide engineering services to update such equipment and to expand programming capabilities; and

WHEREAS, AVI Systems of Omaha, Nebraska, offered to provide such engineering services and ongoing technical consulting and training for the amount of \$13,863; and

WHEREAS, a proposed Systems Engineering Agreement with AVI Systems has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Systems Engineering Agreement by and between the City and AVI Systems of Omaha, Nebraska, is hereby approved to provide engineering services to upgrade GITV equipment and programming capabilities, and to provide ongoing technical consulting and training.

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, April 12, 2005.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 7, 2005	☐ City Attorney





# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item H1

**Approving Request of Richard Hartman for Conditional Use Permit for Sand and Gravel Operation Located at 3812 South Blaine Street**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item I1

**#2005-73 - Approving Economic Development Incentive Agreement with CXT**

Staff Contact: Doug Walker

# **Council Agenda Memo**

**From:** Douglas R. Walker, City Attorney

**Meeting:** April 12, 2005

**Subject:** Authorizing the City to Enter Into an Economic Development Agreement with CXT Incorporated, an L.B. Foster Company

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

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

## **Background**

The voters of the City of Grand Island approved an Economic Development Plan at the May 6, 2003 election. Subsequent to the election, the city has adopted an ordinance that establishes the Economic Development Plan and the Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives. CXT Incorporated, an L.B. Foster Company (CXT) has applied for an infrastructure grant and a forgivable loan from the Grand Island Area Economic Development Corporation pursuant to the Economic Development Plan. This application has been reviewed and approved by the Executive Committee of the Economic Development Corporation and by the Citizens Advisory Review Committee. CXT's application is now being forwarded to the City Council for its approval pursuant to the city's Economic Development Plan.

## **Discussion**

The Economic Development Corporation has taken the application of CXT for a \$100,000 infrastructure grant and a \$100,000 forgivable loan as an incentive to assist with the expansion of their facility to manufacture concrete railroad ties in the City of Grand Island. An Economic Development Agreement has been prepared by the Economic Development Corporation which sets forth the terms under which CXT would receive these benefits. CXT would receive a \$100,000 infrastructure grant when facility expansion takes place and a \$100,000 forgivable loan which would not have to be repaid if it meets all the employment targets during the five year period for which the agreement would be in effect. The Economic Development Agreement spells out in detail how the employment targets would be calculated and what amounts would be paid back if these

targets are not met. The application of CXT meets all the criteria for extending economic incentives and the Economic Development Corporation's Executive Board as well as the Citizens Advisory Review Committee have both unanimously recommended approval of the Economic Development Agreement. For the above mentioned reasons, city administration is seeking City Council approval of the resolution authorizing the city to enter into the Economic Development Agreement with CXT.

### **Alternatives**

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

1. Move to approve the resolution authorizing the city to enter into the Economic Development Agreement with CXT.
2. Deny the Economic Development Agreement.
3. Modify the Agreement to meet the wishes of the Council.
4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council approve the resolution authorizing the city to enter into the Economic Development Agreement with CXT.

### **Sample Motion**

Motion to approve the resolution authorizing the city to enter into the Economic Development Agreement with CXT.



GRAND ISLAND AREA  
ECONOMIC  
DEVELOPMENT CORPORATION

308-381-7500 • 800-658-4283 • Fax 308-398-7205 • [www.grandisland.org](http://www.grandisland.org)

P.O. Box 1151

GRAND ISLAND, NE 68802-1151

## CXT

CXT Incorporated, an L.B. Foster Company has headquarters in Spokane Wa. CXT has manufactured pre-stressed concrete railroad ties at 710 East US Highway 30 in Grand Island for several years employing about 38 employees. This new project is a result of a new contract with Union Pacific Railroad to supply concrete ties for their northern line. CXT initially looked at sites in Wyoming, Iowa and Columbus, Ne. to determine the most effective and efficient location between Salt Lake City and Chicago. Although the Grand Island site will require a substantial investment to get the efficiency necessary to meet the contract demands, this site was chosen over the others. Part of the decision was based on community support and incentive funding as well as the proven work ethic of the existing employees. CXT plans to invest nearly 10 million dollars in state of the art equipment and increase the number of employees to at least 52 with the average salary of \$13.90 per hour. With new technology the production from this plant is expected to double.

Project plans are to be able to load 60 rail cars in a matter of 14 hours or less in comparison to the current 3 days time frame. In order to meet the demands and utilize this site several infrastructure needs had to be met. These include building a new rail spur to accommodate an entire 60 unit train. This will be done with no negative impact to the neighbors currently utilizing an existing spur. Surface water drainage will be altered and all consideration of the neighbors will be addressed including a new exit from Highway 30 for MFS/York. In addition two power lines will need to be altered. One will be placed underground at an estimated cost of \$250,000 and the other will be raised to accommodate a gantry crane at an estimated cost of \$400,000. The UPRR personnel, the City Utilities, the City Public Works, and City Administration have been very cooperative in support of this project.

The Grand Island Area Economic Development Corporation, executive committee has approved the application with \$100,000 forgivable loan and \$100,000 infrastructure grant.



GRAND ISLAND AREA  
ECONOMIC  
DEVELOPMENT CORPORATION

308-381-7500 • 800-658-4283 • Fax 308-398-7205 • www.grandisland.org

P.O. Box 1151

GRAND ISLAND, NE 68802-1151

**Project Application for Economic Development Programs**

1. Applicant Business Name CXT INCORPORATED AN LB FOSTER CO.  
 Address 710 E. US HIGHWAY 30  
 Telephone (308) 382-5400  
 Email Address jmccaslin@cxtinc.com  
 Business Contact Person JIM MCCASLIN  
 Telephone (504) 981-4391

2. Business Organization:  Corporation  Partnership  
 Proprietor  Other

3. Business Type:  Startup  Existing  
 Business Buyout  Spec Building  
 Other

4. Project Location:  
 Within the city limits of Grand Island.  
 Outside the city limits, but within the 2 mile zoning jurisdiction.  
 Outside the zoning jurisdiction of Grand Island in (county) \_\_\_\_\_

5. Product or Service Provided:

PRESTRESSED CONCRETE RAILROAD TIES

6. Project Description:

THIS PROJECT IS A FIVE YEAR CONTRACT WITH THE UNION PACIFIC RAILROAD TO SUPPLY CONCRETE TIES FOR THEIR NORTHERN LINE.

7. Project Timetable:

MINIMUM 5 YEARS

8. Employment Information:

Current # of employees 38 (full-time equivalent)

Proposed # of employees 52 (full-time equivalent)

What is the average hourly wage for all employees? W/OUT BENEFITS - \$13.90/HR

Number of new jobs to be created 14 (full-time equivalent)

What would be the average hourly wage for new jobs? \$13.90/HR

Number of jobs to be retained, if any \_\_\_\_\_ (full-time equivalent)

Please describe all benefits which the business provides to employees:

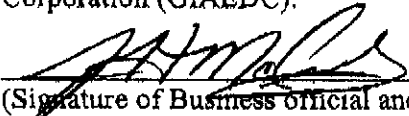
MEDICAL, DENTAL, SHORT TERM DISABILITY, LONG TERM DISABILITY, 401K

9. Financing/Incentives Requested:

AS DISCUSSED ON JANUARY 13, 2005 AND  
PER MARLAN FERGUSON WE ARE REQUESTING  
\$200,000<sup>00</sup> FINANCIAL ASSISTANCE.

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

  
(Signature of Business official and title)

CXT GRAND ISLAND PLANT MANAGER  
CXT OPERATIONS MANAGER.

1/17/05  
(Date)



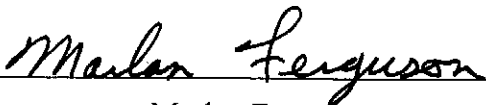
GIAEDC Project Application for LB-840 Funding

PROJECT: CXT Incorporated an LB Foster Co.

Date Referred to GIAEDC Executive Board: January 27, 2005

Approved: X Disapproved: \_\_\_\_\_ Date: January 27, 2005

Comments: \_\_\_\_\_

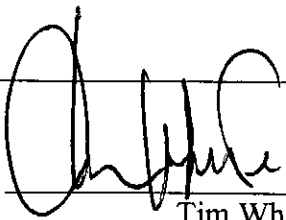
Signature of President:   
Marlan Ferguson

---

Date Referred to Citizen's Review Committee: February 15, 2005

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Signature of Chairman:   
Tim White

---

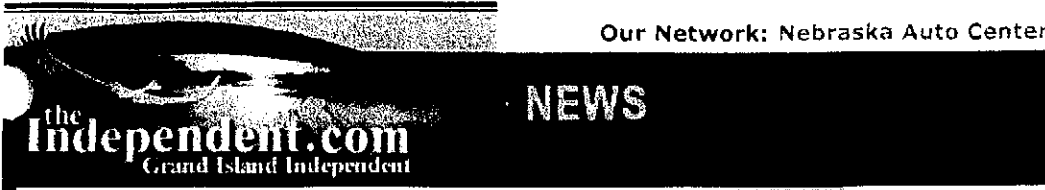
Date Referred to City Council: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Signature of Mayor: \_\_\_\_\_  
Jay Vavricek

Our Network: Nebraska Auto Center . Wellness . Shop G.I. . HomeFinder



Site Navigation

Subscribe

Independent

Search

Search

Welcome, Marlan | Log In | Log Out | Edit Account



Home > News > CXT to ask city raise power line  
Web-Posted Feb 8, 2005

Place your Classified Ad here  
VISA

# CXT to ask city raise power line

## City council to consider request at meeting

By Tracy Overstreet

tracy.overstreet@theindependent.com

Rail tie manufacturer CXT is asking the city to raise a high-voltage electric line to accommodate a nearly \$10 million expansion project at the Grand Island plant at 710 E. Highway 30.

A design contract is before the Grand Island City Council Tuesday night. The city Utilities Department is recommending that Advantage Engineering of Chesterfield, Mo. be awarded a contract not to exceed \$52,000 to prepare plans and specifications to raise the line.

"We've moved lines for things like the Wood River floodway, I'm not sure if we've moved one for a business," said Utilities Director Gary Mader.

The cost of moving the line, will be paid by the company, not electric ratepayers, he said.

Grant help is also being sought to help finance the power line

### ARTICLE TOOLS

E-mail Print Forums

### FEATURED ADVERTISER

**Classifieds Auto Special**  
**\$59.95**  
for  
**30 days in The Independent**  
**30 days on theIndependent.com**  
**1 day in Heartland Express**  
add a photo for \$10  
add a border for \$5  
**Place your ad now!**  
-Click Here-

### Independent Talk

"If a young worker were to invest (even in conservative funds) his SS withholdings over a 40 year period, they would have a better retirement fund than anything social security will currently offer. And if they throw in a portion of the employer match as well, so much the merrier."

- Posted by *srb*, in our News Forum  
Topic: Social Security

### TOP JOBS

- \* CAD Technician The CAD Tech is a va...
- \* the City of Central City is acceptin...
- \* H H H H Pharmacy Deli...
- \* ENGLISH/JOURNALISM INSTRUCTOR NORTH...
- \* GRAPHIC DESIGNER If you a responsib...

[View all TopJobs](#)

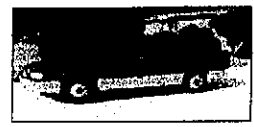
### TOP REAL ESTATE



\* great Starter home. Priced to sell a...

[View all TopHomes](#)

### TOP AUTO



\* 92 Burgundy Cadillac DeVille New tir...

[View all TopAutos](#)

### TOP ADS

\* Williams Flowers: Affordable quality plants & fresh flower bouquets

[View today's newspaper ads](#)

[View Sweet Deals for Valentine's Day](#)

Wash.

"We've committed to a high speed loading and unloading system and moving the transmission line is part of that," Millard said. "Without help, we'd be closing the Grand Island plant. It's that important."

CXT was awarded a five-year contract extension last month to produce, manufacture, and supply concrete railroad ties to the Union Pacific Railroad, Millard said.

"They are putting in concrete ties from Chicago to Salt Lake City," he said.

As part of that contract, CXT needs to be able to quickly load and unload the ties on rail cars. Currently about 60 cars can be loaded or unloaded in three days, Millard said. Once a new 50-foot tall, 70-foot wide and 50-ton gantry crane is installed by late summer, the loading and unloading of 60 rail cars will be done in a matter of 14 hours or less, he said.

To accommodate the crane and necessary clearance, Mader said the typically 70-foot high, 115,000-volt power lines will be raised to 110 feet. They will be the highest city transmission lines in Grand Island.

CXT will be requesting financial assistance under Grand Island's Local Option Municipal Economic Development Act, said Marlan Ferguson, president of the Grand Island Area Economic Development Corp.

At the start of the project, employment was at 38 and increased to 52 with an average salary of \$13.90 an hour, Ferguson said.

The jobs aren't new jobs, Millard said, but rather retained jobs that would have gone away if the transmission line isn't raised and if CXT hadn't been awarded the UP contract extension.

"We're going to change jobs that people there are already doing," Millard said. "With the contract, we have another five years of production at the plant, and hopefully a lot more."

CXT first opened in Grand Island in 1998 to produce about 1,000 concrete railroad ties a day. The company said concrete ties are more economical for railroads to use because about 500 fewer ties



#### MORE NEWS

- » Historic building's walls torn down
- » Nebraskans express praise, concern over budget proposal
- » CXT to ask city raise power line
- » Three deaths, many accidents blamed on slick roads in the area
- » Police suspect alcohol involved in fatal car accident in Kearney
- » Local news briefs
- » U.N.: Mad cow cases isolated
- » Red Cross Chili Cook-off enters 17th year as signature event
- » AOK week has impact in community
- » Grand jury: Smidt death a suicide
- » Road battle coming before county board

per mile are needed than wooden ties.

On the agenda

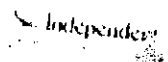
Other issues before the Grand Island City Council Tuesday include:

- Recognizing Fire Training Division Chief Troy Hughes and Fire Prevention Division Chief Fred Hotz each for 20 years of city service.
- Considering a conditional use permit to continue the sand and gravel pumping operation at 2819 S. Locust.
- Approving the one- and six-year street plan.
- Approving a utility easement at 3429 W. 13th for a Ruby Tuesday Restaurant.
- Appointing Councilman Bob Meyer to the Humane Society Board for a term through Dec. 31, 2005.
- Awarding a \$62,330 contract to Medtronic Physio-Control of Redmond, Wash. for six cardiac monitors for the Grand Island Fire Department.
- Approving the final plat of Backer Subdivision at 12th and Cherry Street for four lots of Habitat for Humanity homes.
- Meet in closed session regarding acquisition of real estate and personnel issues.

What: Grand Island City Council meeting

When: 7 p.m. Tuesday

Where: Grand Island City Hall, 100 E. First



**Subscribe to the paper**

*This site, and all its content. © Copyright The Grand Island Independent*  
The Grand Island Independent • 422 W 1st Street • Grand Island, Nebraska 68802  
308-382-1000 • 800-658-3160  
Contact Us | Privacy Policy  
webwhiz@theindependent.com



Working Together for a  
Better Tomorrow. Today.

May 6, 2004

Marlan Ferguson  
Grand Island Economic Development  
206 N Locust  
Grand Island NE 68801

MAY 10 2004

RE: CXT Project

Dear Marlan:

The Utilities Department of the City Of Grand Island was requested to provide a cost to underground the two 13.8kV circuits that cross the UPRR yards at about the extension of Stuhr Road. The estimate for the Department to place those overhead electrical lines underground is \$100,000.00 with other forces actually performing the bore under the tracks.

The Department has received estimates from Horizontal Boring to do the casing work. That estimate is \$145,000 to install a 24" x .438" casing 600 lineal feet across the Union Pacific ROW, 300 feet by boring and 300 feet by open cut. Inside the 24" casing would be four 6" HDPE conduits with spacers and annular fill.

Since CXT is making the concrete ties for UPRR it is probably in their best interest to acquire the necessary permits and insurance to accomplish the project. Past experience has shown a nine month application period for the Utilities Department to acquire the permits.

None of the costs involved with railroad permits, insurance, inspection, flagmen or other requirements of UPRR are included in the above estimates.

If given the approval, the Utilities Department would bid the placing of conduits and boring. CXT could also do this part of the project if they felt they could better control costs.

It is also our understanding the 115,000 volt lines would stay in place and CXT would make appropriate accommodations.

If we may be of further assistance, let us know.

Sincerely,

A handwritten signature in cursive script that reads "Bob Smith".

Bob Smith  
Assistant Utilities Director

RHS/pag

[Site Map](#)

A Division of L.B. Foster Company

[Railroad Products](#)  
[Company Profile](#)  
[Request for Quote\(s\)](#)  
[Project Summaries](#)  
[Customer Service](#)  
[Contacts/Locations](#)  
[Associations](#)  
[News/Events](#)

## Quality Manufacturer of Prestressed Concrete Railroad Ties and Crossings

CXT Rail Products is a high quality manufacturer of prestressed concrete tie for heavy haul mainline, industrial track construction, light and high speed commuter rail projects. Experienced CXT professionals also design and produce prestressed concrete: grade crossing panels, turnout ties and specialty ties.

CXT manufacturing facilities, located in Washington and Nebraska, are ISO 9001 and PCI certified. Both plants maintain state of the art production processes capable of fabricating prestressed concrete products to exacting tolerances. The CXT engineering and sales staff work proactively with consultants, contractors, and customers to provide cost effective and durable products that meet or exceed rail project requirements.

A small, dark rectangular logo with the text 'ISO 9001 Certified' in white.

A small, dark rectangular logo with the text 'ISO 9001 CERTIFIED' in white.

[Main Page](#) | [Corporate](#) | [Rail Products](#) | [CXT Rail Products](#) | [CXT Precast Products](#)  
[Geotechnical](#) | [Piling](#) | [Fabricated Products](#) | [Threaded Products](#) | [Coated Products](#)

[Site Map](#)

A Division of L.B. Foster Company

[Railroad Products](#)  
[Company Profile](#)  
[Request for Quote\(s\)](#)  
[Project Summaries](#)  
[Customer Service](#)  
[Contacts/Locations](#)  
[Associations](#)  
[News/Events](#)  
[Home](#)

## Company Profile

### CXT Incorporated

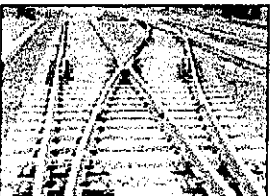
On June 30, 1999, CXT Inc. was acquired by the L.B. Foster Company which is engaged in the manufacture, fabrication and distribution of rail and trackwork, piling, highway products, earth wall systems, and threaded and coated pipe. Working together with L.B. Foster, CXT, Inc. continues to grow its precast concrete and railroad products markets. CXT maintains a leadership role in the design and development of concrete rail products, having produced more than 12 million prestressed concrete ties, more than any other North American manufacturer.

Our staff of experienced engineers and skilled tie-makers produce the finest concrete rail products available today. CXT makes a commitment to its customers, its industry, and its future that the quality of CXT products and services will always meet our customer's full satisfaction. Toward this end, CXT became ISO 9001 certified in 2000 and has maintained AAR M-1003 quality certification since 1995.

### CXT History

CXT, Inc. originated as Con-Force Costain Concrete Tie Co. Ltd. in 1973, designing, manufacturing, and marketing railroad ties throughout Canada, the United States, and Mexico. Seventy-five percent of original company was owned by Con-Force Products of Calgary, Canada, a Genstar Subsidiary, and twenty-five percent by Costain Concrete Limited of England.

In 1986, the name changed to CXT, Inc., an acronym for Concrete Cross Ties. Senior management and employees purchased the U.S. portion of the company from the offshore owners in 1990 with an ESOP. The firm then diversified into new products such as concrete turnout ties, grade crossing panels, and small buildings. Today, CXT, Inc. continues to explore and manufacture innovative new products for the prestressed concrete markets.



**ISO 9001 CERTIFIED**

[Main Page](#) | [Concrete](#) | [Rail Products](#) | [CXT Rail Products](#) | [CXT Precast Products](#)  
[Geotechnical](#) | [Piling](#) | [Fabricated Products](#) | [Threaded Products](#) | [Coated Products](#)



A Division of L.B. Foster Company

- Railroad Products
- Company Profile
- Request for Quote(s)
- Project Summaries
- Customer Service
- Contacts/Locations
- Associations
- News/Events**
- Home

News and Events

**MTA BALTIMORE LIGHT RAIL DOUBLE TRACK PROJECT**

The Light Rail Double Track Project is a \$150 million improvement project to upgrade designated areas of the Baltimore Central Light Rail Line (CLRL) that are currently single track. Construction of the project will take an estimated 4 1/2 years to complete. The first phase includes the use of over 6,300 419P CXT Transit Ties and 35+ CXT concrete tie turnouts: #6 turnouts, #6 DXO, #6 Special DXO and #8 turnouts. The turnouts are supplied with VAE Nortrak special trackwork.

The ties and turnouts were produced in both CXT Spokane and CXT Grand Island plants. The turnouts were produced in Spokane using a VAE Nortrak design. The 419P Transit Ties were produced in Grand Island. All materials will be shipped by December 2003. For this project, CXT is also introducing the use of a new patented insert called PIM (plastic-in-metal) for concrete turnout ties which will allow for significantly improved insert performance. Key features for this insert includes the elimination of cracks that are caused by lateral loads occurring during construction, allow for changing the bolt thread type after casting and simple replacement of broken bolts. Our Senior Design Engineer Rick Peterson is responsible for developing this new product. This same product was used in the Caltrain North and South CTX project.

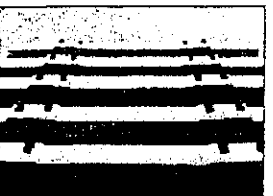
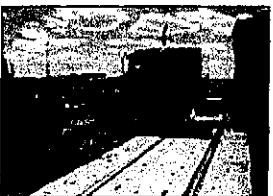
**PORT OF TACOMA - Pierce County Terminal Project**

The Port of Tacoma recently awarded the largest single capital improvement contract in Port history and the largest single container terminal north of Los Angeles. The Pierce County Terminal project is the centerpiece of the Port's five-year, \$341 million capital development program. Capital costs associated with the project include container and intermodal yards, associated infrastructure, utilities relocation, waterway and turning basin widening, and improvements to adjacent surface streets. Total capital costs associated with this project is approximately \$210 million.

The project also includes a 12 track intermodal and 7 track support yard with an estimated cost range of \$55 million. Expected to be completed in late 2004, CXT was awarded the project of supplying 19,000 prestressed concrete 419S-20 ties for 115RE in standard gauge track (4 feet 8-1/2 inches) furnished with USA Pandrol e-clips.

**PORT OF LONG VIEW - Industrial Rail Corridor Project**

The Port of Longview awarded CXT an order to supply prestressed concrete ties to the Industrial Rail Corridor Project. The \$21 million project is designed to improve the connection between the Burlington Northern Santa Fe and Union Pacific main-line rail and the Port's main facilities and industrial sites.



**ISO 9001 CERTIFIED**





Site Map

A Division of L.B. Foster Company

[Railroad Products](#)  
[Company Profile](#)  
[Request for Quote\(s\)](#)  
[Project Summaries](#)  
[Customer Service](#)  
[Contacts/Locations](#)  
[Associations](#)  
[News/Events](#)  
[Home](#)

## Contacts/Locations

### SPOKANE TIE PLANT

2420 N. Pioneer Lane, Spokane, WA 99216  
 Toll free: 800-790-2292, Phone: (509) 924-6300, Fax: (509) 927-0299

General Contact: Desiree Mendoza, [dmendoza@cxtinc.com](mailto:dmendoza@cxtinc.com)

### GRAND ISLAND TIE PLANT

710 E. US Highway #20, P.O. Box 1808, Grand Island, NE 68801  
 Phone: (308) 382-5400, Fax: (308) 382-3250

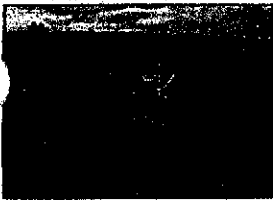
General Contact: Lori Engel, [lengel@cxtinc.com](mailto:lengel@cxtinc.com)

### SALES TEAM:

Dave Millard  
 Phone: (509) 921-8711, Mobile: (509) 995-3703, Email: [dmillard@cxtinc.com](mailto:dmillard@cxtinc.com)

Mark Hammons  
 Phone: (509) 921-8726, Mobile: (509) 979-6891, Email: [mhammons@cxtinc.com](mailto:mhammons@cxtinc.com)

Shaun Morgen  
 Phone: (509) 921-8777, Mobile: (509) 939-9204, Email: [smorgen@cxtinc.com](mailto:smorgen@cxtinc.com)



ISO 9001 CERTIFIED

[Main Page](#) | [Corporate](#) | [Rail Products](#) | [CXT Rail Products](#) | [CXT Precast Products](#)  
[Geotechnical](#) | [Piling](#) | [Fabricated Products](#) | [Threaded Products](#) | [Coated Products](#)

The Port of Longview is the first full service operating port on the Columbia River.

Phase 1 of the project includes the supply of 6,000 CXT 419-22 e-clip ties designed for the LB Foster 136RE IQ rail. Slated for completion by December 2003, CXT sent out the first shipment of ties last October 19th.

---

### **ST. LOUIS CROSS COUNTY METROLINK EXTENSION PROJECT**

CXT has been awarded the St. Louis Cross County Metrolink Extension Project.

Lanier Steel Products has placed an order for over 23,000 concrete ties for this 8.1 mile extension. This project is the third Metrolink project since 1998 for which CXT has provided concrete ties (total ties exceeds 110,000). The Cross County extension provides a critical connection between two major districts - Downtown St. Louis and Clayton. Nine new stations are planned including Skinker, University City- Big Bend, Forsyth, Clayton-Central, Richmond Heights- Galleria, Brentwood-Eager Road, Maplewood, Sunnen and Shrewsbury.

Railworks is the rail contractor for this project, which is scheduled for completion in late 2004.

---

### **CALTRAIN CTX SOUTH PROJECT**

Caltrain has embarked on the second phase of a major passenger railroad construction project to address needed improvements to the rail corridor.



Once again, CXT has been awarded the supply of concrete ties and concrete turnout ties for the second phase of the Caltrain CTX project. CTX is a two phase project with over 80,000 concrete ties and 60 concrete turnout sets, all supplied by CXT, through LB Foster. Work on this project covers the rail corridor between Atherton and San Jose, California, and express tracks between Fair Oaks and Bowers avenue in Sunnyvale, California.

The joint venture of Herzog Construction Corporation / Stacy and Witbeck Inc. will continue to be the contractor for the second phase of the CALTRAIN CTX project, which is scheduled for completion around mid-2004.

Please join CXT in congratulating Rick Petersen, Senior Design Engineer, for passing the Professional Engineer Exam. This is no small feat - it requires 8 years of experience and/or schooling, along with passing two separate 8 hour exams. Rick has been with CXT in Spokane, WA for 8 years. Congratulations to Rick Petersen, P.E.

### **CANADIAN NATIONAL RAIL Project:**

CXT has received an order from Canadian National Railway for new 8'6"

concrete ties. Final specification changes and testing is now in its final phase. Production of these concrete ties is expected to start in January, 2003.

---

#### **NORTHWEST LRT EXTENSION Project:**

CXT has just been awarded to supply over 15,000 concrete railroad ties for the City of Calgary's Northwest LRT Extension, from Brentwood Station to 53rd Street Northwest in Calgary, Alberta, Canada. Production of ties is scheduled to start immediately through mid October. The contract completion date is scheduled for November 15, 2002. The general contractor for the construction of this project is SNC Lavalin Incorporated, based in Vancouver, Canada. CXT's last project with SNC Lavalin was in 2000.

---

#### **CALTRAIN CTX NORTH Project:**

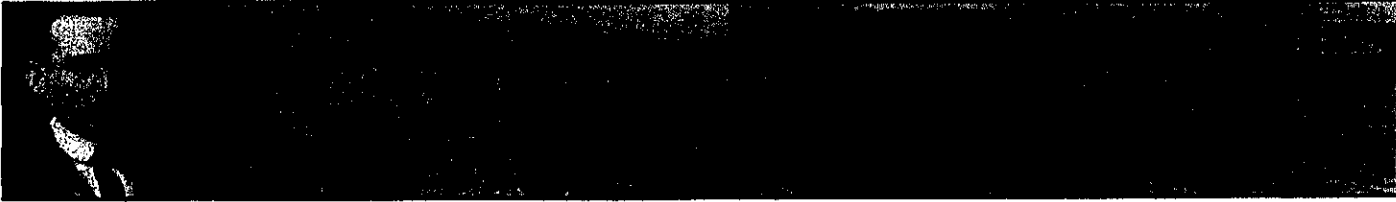
Early this year, CXT was awarded to supply concrete railroad ties, turnouts and crossing panel systems for the Caltrain CTX North Project in the San Francisco Bay Area in California with work extending from San Francisco to Menlo Park, where improvement to the rail corridor is much needed. This major construction project is being undertaken by general contractors: HCC/SW&I Constructors - a joint venture partnership between Herzog Contracting and Stacy & Witbeck Incorporated. The Caltrain CTX North project, which started construction early last month, is the first phase of a two-part project (second phase is the Caltrain CTX South project scheduled to be awarded sometime late Summer 2002) slated for completion by the 2nd quarter of 2004.

[Main Page](#) | [Corporate](#) | [Rail Products](#) | [CXT Rail Products](#) | [CXT Precast Products](#)  
[Geotechnical](#) | [Piling](#) | [Fabricated Products](#) | [Threaded Products](#) | [Coated Products](#)



Site Map

Corporate



**Company Overview**

**Executive Team**

**Career Opportunities**

**Investor Relations**

**News**

## A Century of Experience. A Century of Solutions

L.B. Foster Company, a 100 year old American corporation, is a manufacturer and distributor of products for the transportation, construction, utility and energy markets. The corporation owns divisions and subsidiaries that supply products to industries requiring rail and rail accessories; sheet, pipe and H piling; bridge decking and highway products; earth retention systems and soundwalls; precast concrete buildings; and threaded and coated pipe. L.B. Foster markets its products worldwide.

Foster is committed to meeting customer requirements and increasing customer satisfaction through continual improvement of its products, services and the quality management system.

[Main Page](#) | [Corporate](#) | [Rail Products](#) | [CXT Rail Products](#) | [CXT Precast Products](#)  
[Geotechnical](#) | [Piling](#) | [Fabricated Products](#) | [Threaded Products](#) | [Coated Products](#)

Site Map



- Company Overview
- Executive Team
- Career Opportunities
- Investor Relations
- News
- Home

## Company Overview

### L. B. Foster Company – A Century of Support for America's Infrastructure

Lee B. Foster was just 20 years old when he founded the Company that bears his name. Financed in 1902 with only a \$2,500 loan from Foster's father (which was repaid within six months), L. B. Foster Company grew over the next century to become a national leader in the manufacture, fabrication and distribution of surface transportation infrastructure-related products.

Foster founded the company to fulfill a transportation need he first observed while growing up around his father's oil business in Titusville, Pennsylvania. Many inquiries came to his father's company from mines, logging camps, and quarries regarding the availability of relay (used) rail. Because no truck transportation existed at that time, rail spurs, both permanent and temporary, represented the only means for transporting heavy materials to and from the jobsite. New rail was cost prohibitive, so Foster initiated the practice of selling relay rail- taken from abandoned and replaced railroads and urban transportation systems – to meet this need.

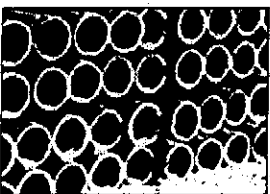
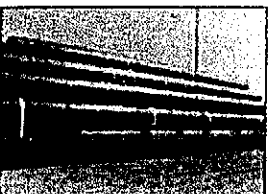
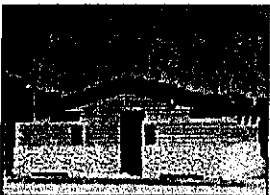
What set L. B. Foster Company apart from others in those early years and contributed greatly to the firm's success was the Foster Guarantee: "If the material is not up to the standard represented, ship it back and we will pay the freight both ways." This dedication to customer satisfaction is a core company value, and the Foster Guarantee is still in force today.

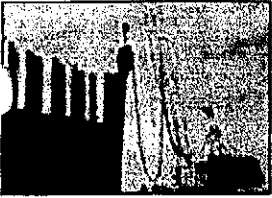
Lee Foster's success attracted the notice of his three brothers, Reuben, Sydney and Byron, who all joined the Company upon completion of their education and military service. The four brothers worked well together (Lee changed his sole proprietorship into a four-way partnership in 1918) and expanded the company into new markets and regions, opening offices in New York City in 1922 and Chicago in 1926.

The Company, which became publicly traded in 1981 (NASDAQ:FSTR), continues to supply products for rail markets, offering a full line of new and relay rail, trackwork, and accessories to railroads, mines and industry. Today, L. B. Foster's core business shares focus with other products used in the construction of the nation's infrastructure including piling, fabricated products for bridges and highways, mechanically stabilized earth wall systems, precast concrete modules, and pipe-related products.

Lee B. Foster II, the founder's grandson, became President and Chief Executive Officer of the company in 1990, providing a vital link between the company's past and present, expanding the firm's core competency, and developing new niche markets. Today, as Chairman of the Board, he remains a vital part of the team shaping the Company's future.

In 1999, the firm acquired CXT Inc., a leading manufacturer of engineered concrete products for the railroad and transit industries. The acquisition better positioned L. B. Foster Company to serve rail and transit customers with a





sophisticated mix of products and services, delivering comprehensive project capabilities on even the largest undertakings.

The Company's products have been incorporated into many well-known national projects, such as rail serving the Port of Los Angeles, materials for the Brooklyn Bridge rehabilitation, and transit fasteners installed on the transit system rebuild under New York's World Trade Center.

As America has grown, L. B. Foster Company has grown as well, providing the products necessary to build the nation's infrastructure. And as that infrastructure continues to expand and require maintenance, L. B. Foster will be there with the products and services to keep it strong and vital.

[Main Page](#) | [Corporate](#) | [Rail Products](#) | [CXT Rail Products](#) | [CXT Precast Products](#)  
[Geotechnical](#) | [Piling](#) | [Fabricated Products](#) | [Threaded Products](#) | [Coated Products](#)

Site Map



<p>Company Overview</p> <p>Executive Team</p> <p>Career Opportunities</p>   <p>Investor Relations</p> <p>News</p> <p>Home</p>	<p><b>Executive Team</b></p> <hr/> <p>Lee B. Foster II Chairman of the Board <a href="mailto:lfoster@lbfosterco.com">lfoster@lbfosterco.com</a></p> <p>Stan L. Hasselbusch President and Chief Executive Officer <a href="mailto:shasselbusch@lbfosterco.com">shasselbusch@lbfosterco.com</a></p> <p>Alec C. Bloem Senior Vice President, Concrete Products <a href="mailto:abloem@lbfosterco.com">abloem@lbfosterco.com</a></p> <p>Samuel K. Fisher Senior Vice President, Rail Product Management <a href="mailto:sfisher@lbfosterco.com">sfisher@lbfosterco.com</a></p> <p>John Kasel Vice President, Operations &amp; Manufacturing <a href="mailto:jkasel@lbfosterco.com">jkasel@lbfosterco.com</a></p> <p>Robert J. Howard Vice President, Human Resources <a href="mailto:rhoward@lbfosterco.com">rhoward@lbfosterco.com</a></p> <p>Gregory W. Lippard Vice President, Rail Product Sales <a href="mailto:glippard@lbfosterco.com">glippard@lbfosterco.com</a></p> <p>Linda K. Patterson Controller <a href="mailto:lpatterson@lbfosterco.com">lpatterson@lbfosterco.com</a></p> <p>David J. Russo Senior Vice President, CFO and Treasurer <a href="mailto:drusso@lbfosterco.com">drusso@lbfosterco.com</a></p> <p>David L. Voltz Vice President, General Counsel and Secretary <a href="mailto:dvoltz@lbfosterco.com">dvoltz@lbfosterco.com</a></p> <p>Donald F. Vukmanic Vice President, Piling Products <a href="mailto:dvukmanic@lbfosterco.com">dvukmanic@lbfosterco.com</a></p> <p>David J. A. Walsh Vice President, Fabricated Products <a href="mailto:dwalsh@lbfosterco.com">dwalsh@lbfosterco.com</a></p> <p>Merry L. Brumbaugh Vice President Tubular Products <a href="mailto:mbrumbaugh@lbfosterco.com">mbrumbaugh@lbfosterco.com</a></p> <p>Don Foster Vice President Piling Products</p>
--	---




[Site Map](#)

## Investor Relations

[Corporate Governance](#)
[Annual Reports](#)
[News Releases](#)
[SEC Filings](#)
[Contact Investor Relations](#)
[Home](#)


L. B. Foster Company is dedicated to sustainable profitable growth via its commitment to providing quality products and services to our customers and treating our customers, suppliers and employees as partners. Over the past several years the Company has undergone significant change in response to substantial changes in the markets in which we participate and in anticipation of the ongoing evolution of world markets and business practices. Approximately one third of our revenues are derived from markets and products that we did not operate in as recently as five years ago. Our corporate culture embodies change management and we view well-planned change as a necessity for improvement in everything we do and in our operating results.

L.B. Foster Company is committed to being a good corporate and community citizen. We take both these roles seriously. Regardless of what we do or where we go, we take our values with us.

### Annual Meeting

The annual meeting of shareholders will be held on Wednesday May 25, 2005.

### Investor Information

Investors may write to Investor Relations at:  
L. B. Foster Company, 415 Holiday Drive, Pittsburgh, PA 15220.

Stock Listing  
Common NASDAQ Exchange  
Ticker symbol FSTR

Quarter	2002		2003		2004	
	High	Low	High	High	High	Low
First	\$6.19	\$4.60	\$4.91	\$3.52	\$9.00	\$6.50
Second	\$6.05	\$5.03	\$5.76	\$3.85	\$8.30	\$7.35
Third	\$5.84	\$3.65	\$6.10	\$4.90	\$9.33	\$6.86
Fourth	\$4.93	\$3.51	\$7.00	\$5.61	\$9.70	\$7.05

[Main Page](#) | [Corporate](#) | [Rail Products](#) | [CXT Rail Products](#) | [CXT Precast Products](#)  
[Geotechnical](#) | [Piling](#) | [Fabricated Products](#) | [Threaded Products](#) | [Coated Products](#)



## ECONOMIC DEVELOPMENT AGREEMENT

In reliance upon the business plan of CXT Incorporated (Employer) which will have a beneficial economic impact upon the Grand Island area by increasing employment opportunities, the City of Grand Island (The City) and the Grand Island Area Economic Development Corporation (the Development Corporation) hereby agree to provide Employer with the assistance described in this Economic Development Agreement. Employer hereby accepts the economic assistance expressly set forth below and agrees to the terms and conditions hereby, including, without limitation, the terms and conditions of repayment.

### Section 1

#### BUSINESS PLAN

CXT Incorporated, a subsidiary of L.B. Foster Company has headquarters in Spokane, Washington. CXT has manufactured pre-stressed concrete railroad ties at 710 East U.S. Highway 30 in Grand Island for several years employing thirty-eight (38) Employees. This new project is a result of a new contract with Union Pacific Railroad to supply concrete ties for their northern line. CXT initially looked at sites in Wyoming, Iowa and Columbus, Nebraska, to determine the most effective and efficient location between Salt Lake City and Chicago. Although the Grand Island site will require a substantial investment to get the efficiency necessary to meet the contract demands, this site was chosen over the others. Part of the decision was based on community support and incentive funding as well as the proven work ethic of the existing Employees.

CXT plans to invest nearly \$10,000,000.00 in state of the art equipment and increase the number of Employees to at least fifty-two (52) with the average salary of \$13.90 per hour. With new technology the production from this plant is expected to double. The expanded plant will have the capacity to load sixty (60) rail cars in a matter of fourteen (14) hours or less in comparison to the current three (3) days time frame.

In order to meet the demands and utilize this site several infrastructure needs had to be met. These include building a new rail spur to accommodate an entire sixty (60) unit train. This will be done with no negative impact to the neighbors currently utilizing an existing spur. Surface water drainage will be altered and all consideration of the neighbors will be

addressed including a new exit from Highway 30 for MFS/York. In addition, two (2) power lines will need to be altered. One will be placed underground at an estimated cost of \$250,000.00 and the other will be raised to accommodate a gantry crane at an estimated cost of \$400,000.00. The UPRR personnel, the City Utilities, the City Public Works, and City Administration have been very cooperative in support of this project.

## Section 2

### GRANT FOR INFRASTRUCTURE

The City and the Development Corporation will grant One Hundred Thousand and No/100 Dollars (\$100,000.00) to Employer for it to apply to the construction costs of the infrastructure and plant expansion described in the Business Plan. Payment will be made to Employer after approval under The City's Economic Development Program. Payment will be made by The City within ten (10) days after Employer provides Development Corporation with satisfactory evidence that Employer has paid that amount or has become contractually obligated to pay that amount as part of the costs of the infrastructure described in the Business Plan.

This grant will not be repayable by Employer to The City if Employer does substantially complete the infrastructure and plant expansion described in the Business Plan within twenty-four (24) months after the grant is paid by The City. However, the grant will be repayable upon demand of the Development Corporation if the infrastructure and plant expansion are not substantially completed within that time frame.

## Section 3

### TERMS USED HEREIN

As used in this Economic Development Agreement the following words and phrases shall mean the following:

1. Employees means the number of fulltime equivalent persons employed by Employer at the above stated location as of the end of the Measuring Year and determined as follows: divide the total number of regular time hours that Employer paid Employees to work during the Measuring Year (including forty (40) hours per week for each week worked by each salaried Employees) by 2080.

2. The Base Year is from March 1, 2003, ending February 28, 2004.

3. The first Measuring Year shall be March 1, 2004, ending February 28, 2005. The subsequent Measuring Years shall have the same fiscal year as the first Measuring Year.

4. Employment Certificate means a written statement certified to be true and correct by the President of Employer and attested by the Chief Financial Officer of Employer. It shall be delivered to the Development Corporation within fifteen (15) days after the close of the Base Year and within fifteen (15) days after the close of each Measuring Year through and including the 6th Measuring Year. It shall state (i) the total number of hours for which Employer paid hourly Employees and (ii) the number of salaried Employees and the number of weeks each were employed by Employer at Grand Island, Nebraska, during the applicable Base or Measuring Year.

#### Section 4

#### EMPLOYMENT REQUIREMENTS

1. Employer shall have had thirty-eight (38) Employees during the Base Year.

2. The Employment Certificate for the first thru fifth Measuring Years will show that Employer had not fewer than fifty-two (52) Employees during those years.

#### Section 5

#### MONETARY ADVANCES

1. Not later than the last day of the month in which Employer substantially completes the infrastructure and plant expansion described above in the Business Plan and this Economic Development Agreement is approved under The City's Economic Development plan, the City will advance Employer One Hundred Thousand and No/100 Dollars (\$100,000.00) (The Advance).

2. If Employer meets the Employee requirements set forth in Section 4, paragraph 2 above, Development Corporation will forgive the repayment by Employer of The Advance, at the rate of 20% (\$20,000) for each year requirements are met at 0% interest.

3. If for any Measuring Year Employer fails to meet the Employee requirements set forth in Section 4, paragraph 2, then Employer shall repay The Advance to The City, at the rate of 20% (\$20,000) for each year requirements are not met. The payment shall become due on the last day of the Measuring Year for which the requirements were not met and shall be paid with interest on the unpaid balance at the rate of eight (8%) per annum thereafter until paid in full.

## Section 6

### LEGAL EFFECT

1. Notwithstanding any other provision of this agreement Employer agrees as follows:

(a) If Employer is merged into or with any other corporation, limited liability company or partnership, the provisions of this agreement shall continue in full force and effect and shall be binding upon the surviving organization.

(b) If prior to the end of the fifth (5th) Measuring Year Employer or its successor discontinues the primary operation of its business in Grand Island, Nebraska, by reason of the transfer of its assets to another person or company or for any other reason, then immediately and without any further notice being required Employer shall repay the entire amount of The Advance to The City provided, however, that the Development Corporation may waive the provisions of this subparagraph (b) if a transferee of all of Employer's assets which is acceptable to Development Corporation agrees in writing to assume the obligations of Employer hereunder.

2. Upon request of Development Corporation, Employer, and its successors, shall furnish any additional documentation Development Corporation deems necessary to confirm that Employer has met its obligations under this Economic Development Agreement.

3. The contents of this Economic Development Agreement contain all of the agreements and understandings between the Development Corporation, The City and Employer relative to the provisions hereof and the specified repayment and supersedes any and all prior agreements and understandings whether written or oral concerning economic development grants or incentives.

4. The provisions of this agreement are fully binding upon the Development Corporation and upon Employer and upon their respective successors.

Dated this 31 day of March, 2005.

GRAND ISLAND AREA ECONOMIC  
DEVELOPMENT CORPORATION

By Marlan Ferguson  
Marlan Ferguson, President

CXT INCORPORATED,  
Employer

By Alec C. Bloom  
Printed Name ALEC C. BLOOM  
Title PRESIDENT

THE CITY OF GRAND ISLAND

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

RESOLUTION 2005-73

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, CXT Incorporated, an L.B. Foster Company, has applied for a forgivable loan in the amount of \$100,000 and a \$100,000 infrastructure grant from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation and was approved on February 15, 2005 by the Citizens Advisory Review Committee; and

WHEREAS, CXT Incorporated will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, the Economic Development Agreement has been accepted by the Executive Board of the Economic Development Corporation and reviewed and accepted by members of the Citizens Review Committee; and

WHEREAS, it is in the best interests of the City to provide economic development funding to CXT Incorporated as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and CXT Incorporated, an L.B. Foster Company, to provide a \$100,000 infrastructure grant and \$100,000 in economic assistance through a forgivable loan to CXT Incorporated, to be used for establishing its business at 710 East Highway 30 in Grand Island is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2005	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2005

Council Session

## Item J1

### **Payment of Claims for the Period of March 23, 2005 through April 12, 2005**

*The Claims for the period of March 23, 2005 through April 12, 2005 for a total amount of \$3,388,102.59. A MOTION is in order.*

Staff Contact: RaNae Edwards