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# City of Grand Island



**Tuesday, November 14, 2006**

## **Council Session Packet**

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### **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**

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

**Call to Order**

**Invocation - Pastor Sheri Lodel, Calvary Lutheran Church, 1304 North Custer Avenue**

**Pledge of Allegiance**

**Roll Call**

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## **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.

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## **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.

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## **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, November 14, 2006

Council Session

## Item C1

**Presentation of Certificate of Merit to Bill and Betty James for  
Efforts to Clean up Indian Acres**

Staff Contact: Mayor Vavricek

On Saturday October 21<sup>st</sup>, 2006 the City of Grand Island, Clean Community System and the Grand Island Police Department held a Community Clean Up at the Indian Acres Subdivision. Letters were sent out a week in advance to help the residents prepare. We had two locations for disposal, one of which had a container for the disposal of White Goods. From the two locations, we disposed of 12,000 lbs of garbage and over 10,000 lbs of White Goods. Though not as much as last years clean up which netted over 50,000 lbs of debris removed, still a good effort on behalf of the residents. Many of the residents lent a helping hand. They helped their neighbors unload, and in turn their neighbors did the same. Bill and Betty James, however, went above and beyond.

Bill and Betty James are exemplary examples for their community. They have a property that shines above all others in the area. They are very happy to lend a helping hand to their neighbors and to the organizers of the clean up, for whom they provided coffee, donuts, and they opened their home for what ever our needs were.

Bill and Betty, who reside at 207 Arapahoe, purchased the property just to the south of them, just to clean it up. They took a blighted property, removed all of the debris, rodents and other unsightly litter and made it a lot that someone may now occupy and add to the area, not detract from it.

For the clean up, moving one property more to the south, Bill contacted his neighbors and lent a helping hand. He helped them deconstruct an old camper, removed; weeds and shabby bushes that stood 6 feet high, lots of litter and debris, and Bill helped them to load all of it. In total, with Bill's help, this family disposed of three heaping 16ft trailer loads.

Not one item contributed to the total removed from Indian Acres came from Bill and Betty James', though; much of it would not have left without their help. They are true examples of good neighbors who do unselfish acts of kindness. Oh and did I mention, Bill did all of this and he is legally blind. They are deserving of this Certificate of Merit.



# *Grand Island Police Department*

## *Certificate of Merit*

Presented to

**Bill and Betty James**

For showing the true spirit of being a good neighbor and citizen by presenting a beautiful property that anyone in Grand Island would be proud to have next door; and going above and beyond by providing the assistance to your neighbors to help them bring their properties into compliance with City Code; helping to create a pleasant community in which to reside.

Jay Vavricek  
Mayor

City of Grand Island

Steven Lamken  
Chief

Grand Island Police Department



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item C2

### **Recognition of Tom and Kim Dinsdale "Nebraska's Philanthropists of the Year"**

*The Mayor and City Council will recognize Tom and Kim Dinsdale for their outstanding contribution to the City of Grand Island and Nebraska. The Dinsdale's have been named Philanthropists of the Year by the Association of Fundraising Professionals. We are fortunate to have people like Tom and Kim in our community giving of their time and talents to many non-profit organizations. Congratulations Tom and Kim for making Grand Island a better place for all of us to live. We appreciate your hard work.*

Staff Contact: Mayor Vavricek



# *Certificate of Recognition*

Awarded to

**Tom and Kim Dinsdale**

**“Nebraska’s Philanthropists of the Year”**

for your outstanding community involvement, tireless efforts, hard work, and contributions to the City of Grand Island and Nebraska.

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

A circular seal with a scalloped edge, containing the text "CITY OF GRAND ISLAND" and "1908".

\_\_\_\_\_  
City Clerk, Rainae Edwards



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item C3

### **Recognition of Jeff Wattier, Danelle Collins, and Joel Hestermann for Service in the Armed Forces**

*The Mayor and City Council will recognize Jeff Wattier, Danelle Collins, and Joel Hestermann for their service in the Armed Forces.*

*Jeff Wattier, Solid Waste Superintendent with the Public Works Department is a Sergeant with the Nebraska Army National Guard/189th Transportation Unit. He has been a member with the 189th unit for 10 years and is a Transportation Specialist. He was activated right after 9-11 to conduct security at the airport in Omaha. His most recent deployment was overseas in Iraq, returning in October 2006.*

*Danelle Collins, Administrative Assistant with the Public Works Department is a Staff Sergeant with the Nebraska Air National Guard/155th Air Refueling Wing. She has been a member with the 155th unit for 6 years as a mechanic on the KC 135 refueling jets. She has been deployed to France, Turkey and has most recently served in Iraq in June 2006.*

*Joel Hestermann, Police Officer with the Grand Island Police Department is a Staff Sergeant with the Nebraska Army National Guard Troop A 1-167 Cavalry. He has been a member with the Army National Guard for 15 years. He was deployed to Iraq in January 2005 and returned in June 2006.*

*We want to thank these employees for giving of themselves to protect our country and are proud to have such individuals as city employees. Their bravery and dedicated service in fighting for our nation is appreciated by those who enjoy the freedom we know today, remembering "Freedom Isn't Free".*

Staff Contact: Mayor Vavricek





# *Certificate of Recognition*

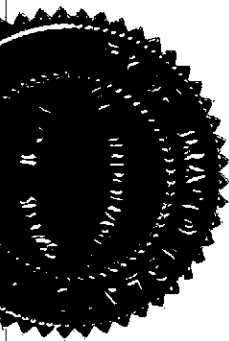
Awarded to

**“Jeff Wattier”**

in honor of your unselfish, dedicated military service on behalf of your community, state, and country. We are proud of your brave efforts and appreciate your employment with the City of Grand Island.

A handwritten signature in black ink, appearing to read "Jeff Wattier".

\_\_\_\_\_  
Mayor, Jeff Vavrick

A handwritten signature in black ink, appearing to read "Rainae Edwards".

\_\_\_\_\_  
City Clerk, Rainae Edwards



# *Certificate of Recognition*

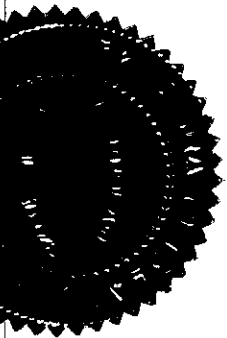
Awarded to

**“Danelle Collins”**

in honor of your unselfish, dedicated military service on behalf of your community, state, and country. We are proud of your brave efforts and appreciate your employment with the City of Grand Island.

A handwritten signature in black ink, appearing to read "Jay Vavricek".

Mayor, Jay Vavricek

A handwritten signature in black ink, appearing to read "Rainae Edwards".

City Clerk, Rainae Edwards



# *Certificate of Recognition*

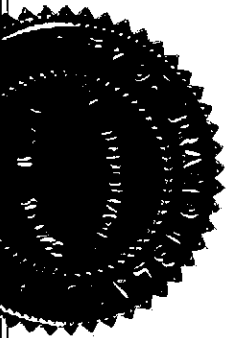
Awarded to

**“Joel Hestermann”**

in honor of your unselfish, dedicated military service on behalf of your community, state, and country. We are proud of your brave efforts and appreciate your employment with the City of Grand Island.

Handwritten signature of Jay Vavrick.

Mayor, Jay Vavrick



Handwritten signature of Rainae Edwards.

City Clerk, Rainae Edwards



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item E1

**Public Hearing on Request of B & R Stores, Inc. dba Super Saver  
#19, 1602 West 2nd Street for a Class "C" Liquor License**

Staff Contact: RaNae Edwards

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** November 14, 2006

**Subject:** Public Hearing on Request of B & R Stores, Inc. dba Super Saver #19, 1602 West 2nd Street for a Class "C" Liquor License

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

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

## Background

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

### **Declared Legislative Intent**

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

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

## Discussion

B & R Stores, Inc. dba Super Saver #19, 1602 West 2nd Street has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city. At the October 24, 2006 City Council meeting, discussion was held concerning the plans for the sampling of alcohol within the store. The City Council referred the action of this item to the November 14, 2006 meeting to allow Super Saver to submit a plan. (See attached plan.)

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

Also included with this application is a request from Fred M. Groenke, 2308 West Charles Street for a Liquor Manager Designation.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application of B & R Stores, Inc. dba Super Saver #19, 1602 West 2nd Street for a Class "C" Liquor License and Liquor Manager Designation for Fred M. Groenke, 2308 West Charles Street with the stipulation that Mr. Groenke complete a state approved alcohol server/seller training program.



**INTEROFFICE  
MEMORANDUM**  
*Police Department*

*Working Together for a  
Better Tomorrow. Today.*

**DATE:** October 18, 2006

**TO:** RaNae Edwards, City Clerk

**FROM:** Brad Brush, Lieutenant, Grand Island Police Department

**RE:** Class C Retail Corporation Liquor License Application &  
Application for Liquor Manager Designation  
Super Saver, #19, 1602 W 2<sup>nd</sup> St, Grand Island, NE 68801

The Grand Island Police Department is in receipt of an application for Liquor Manager Designation in the name of Fred Groenke for Super Saver, #19, 1602 West 2<sup>nd</sup> Street, Grand Island, NE 68801 and the Class C Retail Corporation Liquor License Application for Super Saver, #19, 1602 West 2<sup>nd</sup> Street, Grand Island, NE 68801.

The application for the Liquor Manager is technically inaccurate, thus a false application. If the convictions had been declared they would not have risen to the level of a Class I Misdemeanor in articles 3, 4, 7, 8, 10, 11, or 12, Chapter 28, thus disqualifying the applicant.

It is the Police Department's recommendation to accept this Liquor Manager Designation Application in the name of Fred M. Groenke, for the business of Super Saver, 1602 West 3<sup>rd</sup>, Grand Island, Nebraska, 68801 as well as the application for New Class C Retail Corporation Liquor License for the Super Saver #19, 1602 West 3<sup>rd</sup> Street, Grand Island, Nebraska 68801, to replace their existing Class D Retail Corporation Liquor License.

BB/rk

A handwritten signature in cursive script that reads "B. Brush".

10/18/06  
08:33

Grand Island Police Dept.  
LAW INCIDENT TABLE

333  
Page: 1

City : Grand Island  
 Occurred after : 12:33:16 10/03/2006  
 Occurred before : 12:33:16 10/03/2006  
 When reported : 12:33:16 10/03/2006  
 Date disposition declared : 10/18/2006  
 Incident number : L06100375  
 Primary incident number :  
 Incident nature : Liquor Lic Inv Liquor License Investigation  
 Incident address : 1602 W 2nd  
 State abbreviation : NE  
 ZIP Code : 68801  
 Contact or caller : RaNae Edwards  
 Complainant name number :  
 Area location code : PCID Police - CID  
 Received by : Brush B  
 How received : T Telephone  
 Agency code : GIPD Grand Island Police Department  
 Responsible officer : Brush B  
 Offense as Taken :  
 Offense as Observed :  
 Disposition : CLO Closed Case  
 Misc. number :  
 Geobase address ID :  
 Long-term call ID :  
 Clearance Code : CL Case Closed  
 Judicial Status :

=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	34156		Super Saver,	liq lic location
NM	39109		Groenke, Donna M	wife of 52012
NM	52012		Groenke, Fred M	liq lic designee
NM	112538		Raybould, Jane M	corp v president
NM	117863		Raybould, Patrick R	corp president
NM	117864		Chung, Janet C	wife of 117863
NM	117871		Raybould, Michael W	corp v president
NM	117872		Raybould, Willa M	wife of 117871
NM	117873		Raybould, Russell W	corp chair BOD
NM	117874		Raybould, Anita C	wife of 117873
NM	117875		Herrero, Jose M	husband of 112538

LAW INCIDENT NARRATIVE:

Request for assessment & recommendation-Liquor Manager Designation Application for Retail Corporation Liquor License.

The Liquor Manager Designation Applicant's name is Fred M Groenke Business-Super Saver, 1602 W 3rd, GI, NE 68801, applying for a New Class C Retail Corporation Liquor License, to replace their existing Class D Retail Corporation Liquor License.



Nebraska Criminal Justice Information System (NCJIS) was searched and the following convictions not declared by Fred M Groenke were found;

- 1.) Speeding 11-15 MPH Merrick County/State ; Infraction  
Offense Date is 01/23/1996 Plea is Guilty/Admit
- 2.) Speeding 16-20 MPH Municipal, Douglas County ; Infraction  
Offense Date is 03/21/1996 Plea is Guilty/Admit
- 3.) Stop Sign Violation/Failure to Yield ; Hall County Infraction  
Offense Date is 11/06/1998 Plea is Guilty/Admit
- 4.) Speeding 6-10 MPH Interstate Seward County ; Infraction  
Offense Date is 06/14/1999 Plea is Guilty/Admit
- 5.) Speeding 11-15 MPH Hall County/State ; Infraction  
Offense Date is 01/07/2002 Plea is Guilty/Admit
- 6.) Speeding 6-10 MPH Municipal ; Hall County Infraction  
Offense Date is 01/24/2006 Plea is Guilty/Admit

Failure to declare the above convictions causes the application to be false.

National Crime Intelligence Center (NCIC) search reflected no other convictions.

Nebraska Criminal Justice Information System (NCJIS) was searched and no convictions were found for Donna M Groenke, wife of Fred M Groenke.

The application for a New Class C Retail Corporation Liquor License for the business, B & R Stores Inc DBA Super Saver #19, 1602 W 2nd, GI, NE 68801, to replace the Class D Retail Corporation Liquor License is a concern for the Grand Island Police Department. The concerns of Law Enforcement are set out as follows;

- \*Necessity for a responsible party to check identification/ages of customers
- \*Sale of alcohol by the drink
- \*Unchaperoned minors present, especially after 9PM which would constitute a potential violation of City Ordinance
- \*The presence of the large backroom/staging area/warehouse that would be difficult to monitor by Law Enforcement

However, if Super Saver #19, receives a Class C license with a sampling designation restricting consumption on the premises to sampling and would show the city what their intentions are as to implementing the sampling, such as;

- \*An adult serving the beverages
- \*A responsible party checking identification of the potential sampler
- \*Restricting the sampling to an agreed upon designated area within the store
- \*If sampling occurred after 9PM, a determination that all minors be accompanied by a guardian of the minor

It would be understood that the sampling designation shall not affect sales for consumption off the premises under such license.

In summation;

The application for the Liquor manager is technically inaccurate, thus a false application. If the convictions had been declared they would not have risen to the level of a Class I Misdemeanor, in articles 3, 4, 7, 8, 10, 11, or 12, Chapter 28, thus disqualifying the applicant.

It is the police department's recommendation to accept this Liquor Manager Designation Application in the name of Fred M Groenke, for the business of Super Saver, 1602 W 3rd, GI, NE 68801, as well as the application for a New

10/18/06  
08:33

Grand Island Police Dept.  
LAW INCIDENT TABLE

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Page: 3

Class C Retail Corporation Liquor License for the Super Saver #19, 1602 W 3rd, GI, NE 68801, to replace their existing Class D Retail Corporation Liquor License.

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	NSP1	NSP Monitor	

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Brush B	08:16:55 10/18/2006

208, 101706 Fred M Groenke inter  
Grand Island Police Department  
Supplemental Report

Date, Time: 101706  
Reporting Officer: Lieutenant Brush  
Unit #: cid

Out of the concern for how Super Saver was going to utilize a class C liquor license if obtained, Nebraska State Patrol Liquor Enforcement Officer Lorri Rogers and I interviewed Groenke at Super Saver and learned the following;

- \*Their intent was to implement the sampling program
- \*Restrictions and instructions were shared w/ Groenke by Lorri Rogers
- \*They were instructed as to only distributor &/or Manufacturer would be able to distribute the samples
- \*Their intentions were to confine the sampling area to a yet to be designated area within the public area of the store
- \*We were advised they were anticipating the sampling to be once a month to correspond with wine specialty ads, probably during a week day, more than likely Friday, the hours likely to be 4pm-6pm or 5pm-7pm

Super Saver #19  
1602 W. 2<sup>nd</sup> Street  
Grand Island, NE 68801

## **ACTION PLAN FOR SAMPLING WINE W/ CLASS “C” LICENSE:**

First let me state that I understand and appreciate the City Council’s concern in our application for a Class “C” Liquor License. Although sampling alcohol is new to this store, it is not new to our company. B&R Stores have been sampling in Lincoln and Omaha for quite some time and as a company we feel that we can do it in a manner that will be safe and effective.

1. **Location:** Our sampling will be done in the northwest corner of our store. This is in the bakery area, and it is at the end of the beer aisle. We chose this location because it is fairly secluded at the end of the traffic flow. Being in a corner limits the flow of customers behind the demo stand.
2. **Who will Do The Sampling?** There will always be a representative of the liquor distributor at the sampling. I apologize for an erroneous comment that I made to the Council on 10/24. Only 1 of the 4 distributors now allow their reps to actually pour the sample. The rep’s main function will be to “sell” the product. We will have an employee who will actually pour the sample. This employee will also be responsible for checking the I.D. of potential tasters. This person will be a long-term associate who will be trained in liquor sales, sampling and carding procedures. We will also have our “WE CARD” signage up on the demo stand.
3. **How Will the Sampling Be Done?** One of the main concerns that the Council had was how the sampling would be done to ensure that children and minors didn’t have access to the samples. Here’s how it will go: If a customer approaches the demo table, they will be asked if they would like a sample. If they do, we will card them if they look under 30yrs old, then our employee will pour the sample while the rep talks about the product. After the customer tastes the sample, our employee will take the cup from them and dispose of it into a covered waste can. **THEY WILL NOT BE ALLOWED TO LEAVE THE DEMO STAND WITH THE CUP!!** They will also not be allowed to give the sample to anyone else. A new sample would be poured for multiple parties after I.D.’s are checked. There will be unopened bottles on the table for viewing and purchasing. The open bottles will be in the control of the sampler. I have spoken to the State Patrol and

have been given the guidelines for the amount of sampling allowed by law and will keep the amount sampled under the legal amounts.

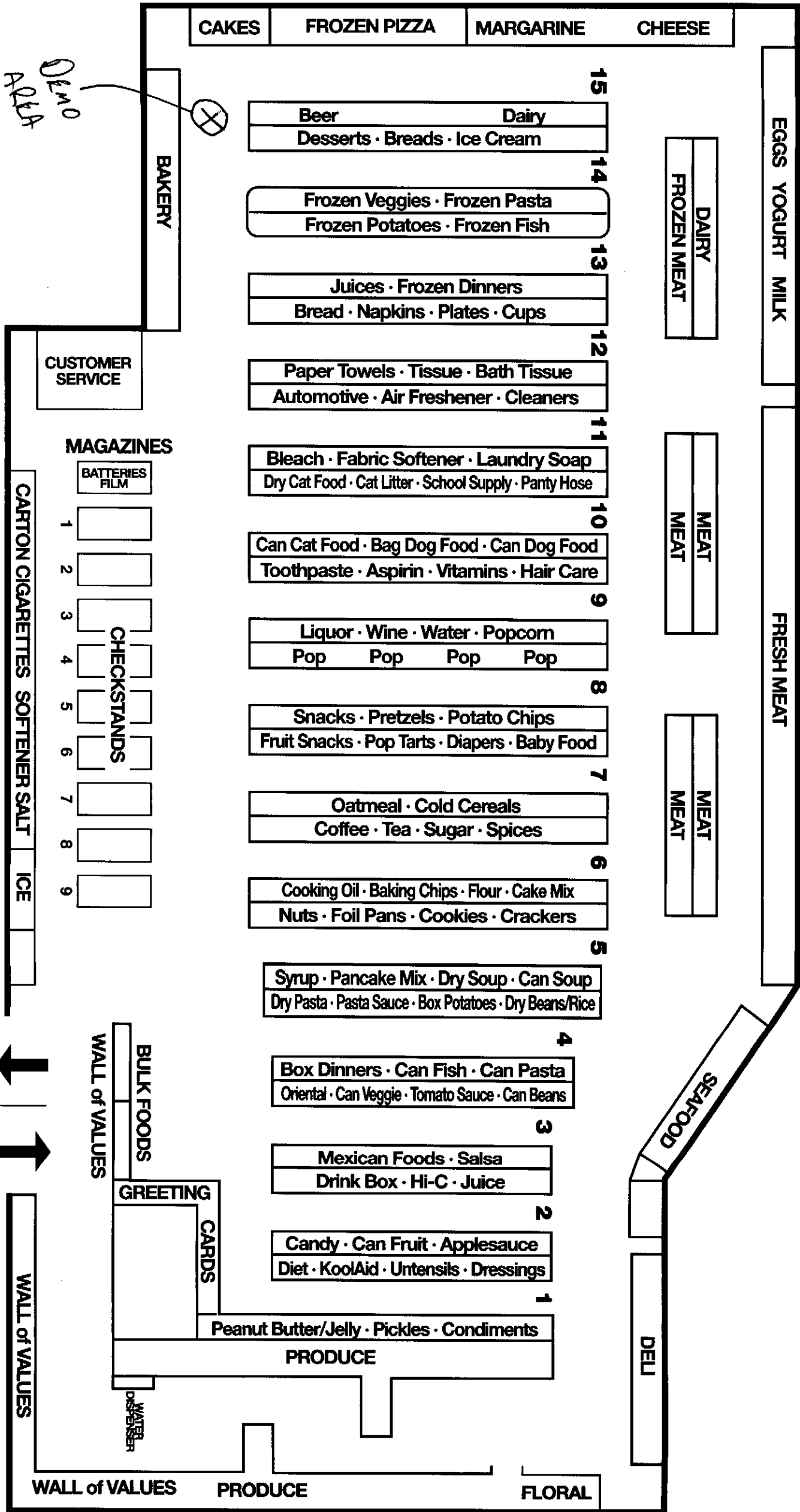
4. **What is Our Schedule For Sampling?** Our schedule for the end of the year will depend on when we actually get our license. We will not plan anything for November. If possible, we would look at setting something up prior to Christmas, either the weekend of 12/16 or 12/22. Beyond December, I foresee us doing our samplings to coincide with our monthly liquor ads. We would like to sample for 2 or 3 hours at a time. We would likely do them on Thursday and Friday or Friday and Saturday, depending on the availability of the reps. The hours would be 3pm-6pm (or 4pm-6pm) on Thursdays and Fridays and afternoon hours on Saturdays. Again, hours could fluctuate with availability of personnel, but that's what I envision as I look ahead to 2007.
5. **What Will We Demo?** We will do mostly wines. We might want to do an occasional beer, mostly new or unique beverages. We wouldn't do the common everyday beers that sell themselves. A microbrew or seasonal beer might lend itself to tasting, but I envision wine being our most-tasted beverage.

I hope this information will help answer questions and ease some uncertainty. Feel free to contact me if you feel you need more information. The main point that I would like to make is that B&R Stores, Super Saver and myself want to serve the community in a positive manner. Protecting our young people is a top priority. I feel strongly that we can do the sampling responsibly.

Sincerely,



Fred Groenke  
Super Saver #19  
1602 W. 2<sup>nd</sup> st.  
Grand Island, NE 68801  
308-382-6822





# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item E2

**Public Hearing on Request from Geotechnical Services, Inc. for a Conditional Use Permit for Temporary Placement of a Soil Vapor Extraction Trailer Located at 417 North Sycamore Street**

Staff Contact: Craig Lewis

# **Council Agenda Memo**

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

**Meeting:** November 14, 2006

**Subject:** Request of Geotechnical Services on Behalf of R D & D Inc. for a Conditional Use Permit for a Temporary Trailer to be Placed at 417 N. Sycamore Street, Grand Island, NE

**Item #'s:** E-2 & H-1

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

## **Background**

This request is for approval of a conditional use permit to allow for the temporary placement of a vapor extraction trailer to facilitate the removal of free phase petroleum from groundwater at the site. The site is currently zoned (B-2) General Business. Trailers and temporary buildings are only allowed within this zoning classification if approved by the City Council in the form of a conditional use permit.

## **Discussion**

This proposal is similar to several in the recent past to allow for a trailer or a temporary building to be placed on the site to aid in the clean up of groundwater. The proposed length of time is for two years and appears allowable in the City code. The site location is such that it would not appear that this request will have any negative impact on the neighboring properties, however in 1995 as a building addition was constructed landscaping regulations were applicable and the proposed location for the trailer appears to conflict with the location of that required landscaping. As the City code requires the landscaping to be maintained approval of this request should be based upon the replacement of any displaced landscaping.

## **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 identified replacement of required landscaping and authorize the issuance of a conditional use permit for a two year period.

### **Sample Motion**

A motion to approve the request for a conditional use permit to allow for a temporary vapor extraction facility for a two year period and identify the location of displaced landscaping to be installed within the next six months.





Non-Refundable Fee: \$155.00  
 Return by: \_\_\_\_\_  
 Council Action on: ~~10-24-06~~  
11-14-06

# Conditional Use Permit Application

pc: Building, Legal, Utilities  
 Planning, Public Works

1. The specific use/construction requested is: Soil Vapor Extraction Trailer Installation

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2. The owner(s) of the described property is/are: R, D & D Inc. (Gary Starostka)
3. The legal description of the property is: Lot 4 Blk 29 Grand Island Original Town
4. The address of the property is: 417 N Sycamore
5. The zoning classification of the property is: B-2
6. Existing improvements on the property is: \_\_\_\_\_
7. The duration of the proposed use is: 3-5 Years
8. Plans for construction of permanent facility is: NA
9. The character of the immediate neighborhood is: Residential / Commercial
10. **There is hereby attached a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.**
11. Explanation of request: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

October 4, 2006  
 Date  
  
308-381-1987  
 Phone Number

Geotechnical Services, Inc.  
 Owners(s)  
  
3826 Arch Avenue  
 Address  
  
Grand Island                      Nebraska                      68803  
 City                                      State                                      Zip

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**

Explanation of Request:  
Eddies Fast Gas  
417 North Sycamore Street  
Grand Island, NE

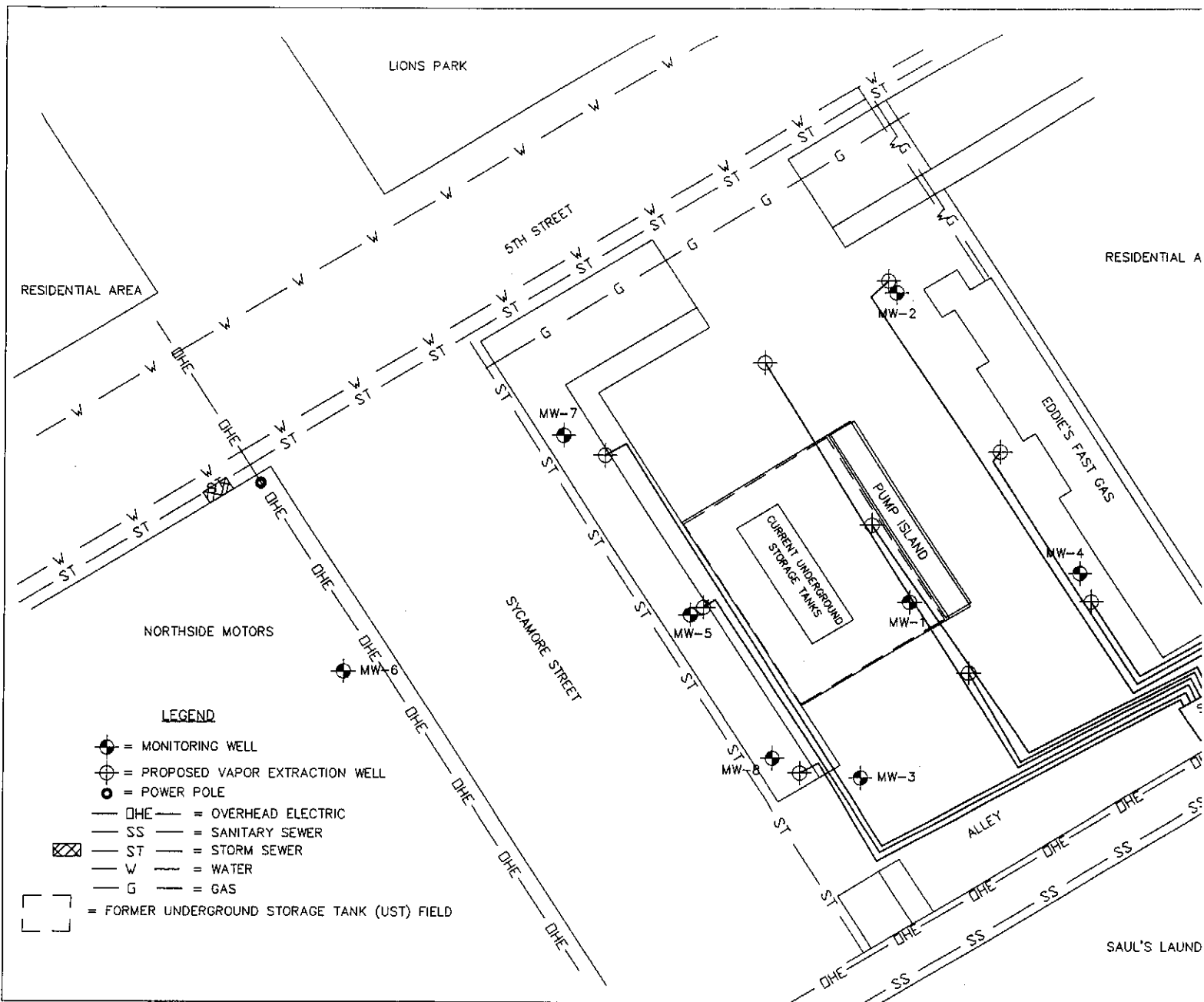
GSI is requesting the installation of this Soil Vapor Extraction (SVE) System at the above referenced site. This SVE System includes the installation of associated piping tied into soil vapor extraction wells that are currently installed at the site.

To get this piping installed some of the concrete at the assessment site will need to be removed, the piping trenched in, soil backfilled and compressed around the piping, and concrete poured back over the surface.

The piping will be tied into a SVE trailer that will be located on the south side of the on-site building.

This system is proposed to remove free phase petroleum from the groundwater table at this site.

The proposed SVE System will be in operation of approximately 2 years, or as needed to remove the free phase petroleum from the groundwater table.



**LEGEND**

- ⊗ = MONITORING WELL
- ⊕ = PROPOSED VAPOR EXTRACTION WELL
- = POWER POLE
- DHE — = OVERHEAD ELECTRIC
- SS — = SANITARY SEWER
- ST — = STORM SEWER
- W — = WATER
- G — = GAS
- ⌈    ⌋ = FORMER UNDERGROUND STORAGE TANK (UST) FIELD



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item E3

**Public Hearing on Acquisition of Sidewalk Easement at 720 W  
Stolley Park Road (John and Colleen Street)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** November 14, 2006

**Subject:** Public Hearing on Acquisition of Sidewalk Easement at 720 W Stolley Park Road (John and Colleen Street)

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

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

## **Background**

Council action is necessary for the City of Grand Island to acquire public easements. A public easement is needed for the installation of sidewalks adjacent to the property at 720 E Stolley Park Road. The property owners are installing sidewalk along the East side of Adams Street.

## **Discussion**

The easement is needed for the sidewalks to be used by the public. The owners have agreed to the terms of the easement.

## **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 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 Sidewalk Easement in the amount of One Dollar (\$1.00).

## **Sample Motion**

Motion to approve the acquisition of the Sidewalk Easement.

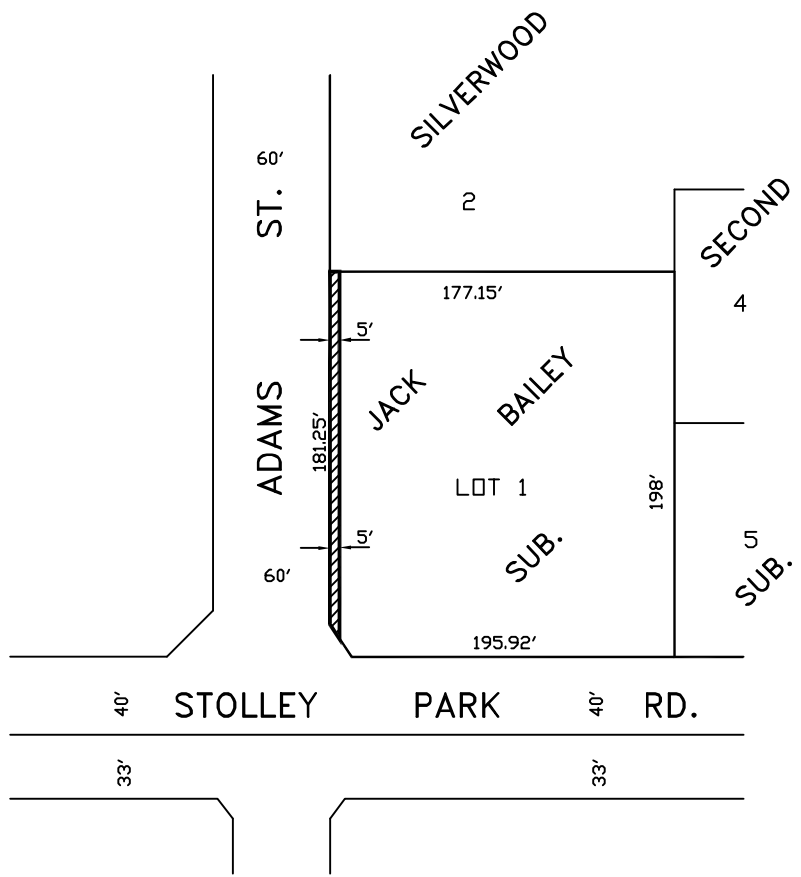


EXHIBIT "A"

CITY OF  
**GRAND ISLAND**  
 PUBLIC WORKS DEPARTMENT

DATE: 10/24/06  
 DRN BY: L.D.C.  
 SCALE: 1"=100'

PLAT TO ACCOMPANY  
 SIDEWALK EASEMENT



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item E4

**Public Hearing on Acquisition of Right-of-Way along the South Side of Capital Avenue (2490 Carleton Avenue, 2449 Carleton Avenue, and 2485 N Diers Avenue, John R. Menard)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** November 14, 2006

**Subject:** Public Hearing on Acquisition of Right-of-Way along the South Side of Capital Avenue (2490 Carleton Avenue, 2449 Carleton Avenue, and 2485 N Diers Avenue, John R. Menard)

**Item #'s:** E-4 & G-8

**Presenter(s):** Steven P. Riehle, Public Works Director  
Dale Shotkoski, City Attorney

## **Background**

Nebraska State Law requires a Public Hearing and Council approval for acquisition of property. Public Street Right-of-Way and Temporary Construction Easements are needed along Capital Avenue for the property at 2490 Carleton Avenue, 2449 Carleton Avenue, and 2485 N Diers Avenue for the widening of Capital Avenue from the Moores Creek Drainway to Webb Road.

## **Discussion**

Council action is necessary for the City of Grand Island to acquire public Right-of-Way and easements. Temporary construction easements do not usually go before council for approval to acquire. However, if use of eminent domain is necessary to continue with the project, council approval to acquire Temporary Construction Easements is needed.

Although our property acquisition firm, Midwest Right-of-Way Services, Inc, has negotiated successfully with many of the properties along Capital, there remain a few that we have not negotiated an agreement with. Midwest continues to work with the remaining property owners, but eminent domain may be needed to acquire the remaining parcels. Therefore, it is essential that the Council allow for the use of eminent domain in the event that we can not acquire all property needed to accomplish the project.



## **Alternatives**

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

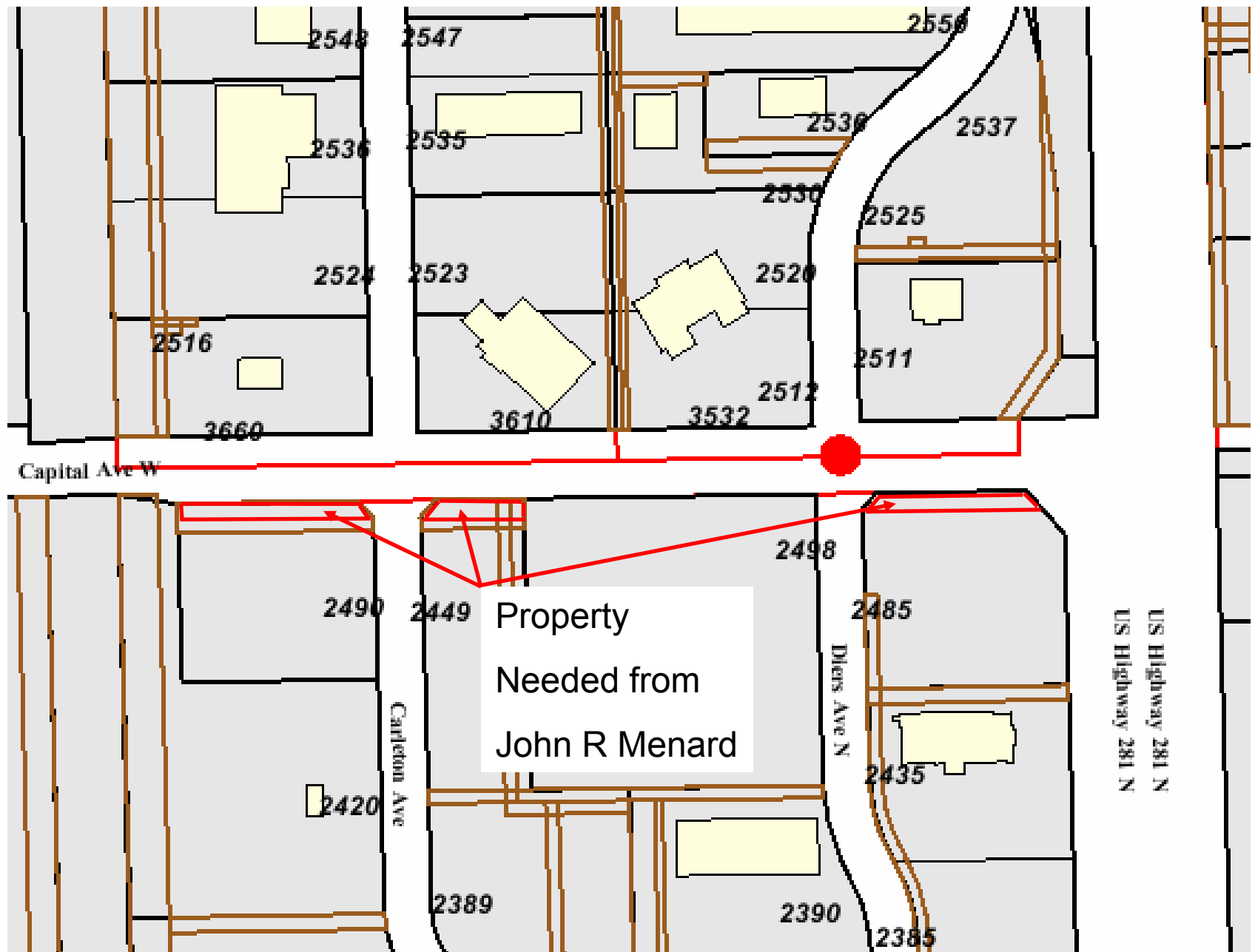
1. Move to approve the acquisition of the Public Street Right-of-Way and the temporary construction easement, by eminent domain if necessary.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Public Street Right-of-Way and the temporary construction easement, by eminent domain if necessary.

## **Sample Motion**

Motion to approve the acquisition of the Public Street Right-of-Way and the temporary construction easement, by eminent domain if necessary.



# Survey Record

## HALL COUNTY, NEBRASKA

TRACT NO. 16, CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2

NE COR. NW1/4, NE1/4  
SEC. 12, T11N, R10W

U.S. HIGHWAY #281

S00°59'12"W  
44.96'(M), 45.00'(R)

S89°00'53"E  
190.09'(M),  
190.08'(R)

S89°00'53"E  
77.36'(M&R)

LOT 6,  
MENARD  
2ND SUBD.

DIERS  
AVENUE



SCALE IN FEET

### LEGEND

FOUND CORNER	●
SET CORNER (3/4"PIPE)	○
SECTION CORNER	△
TEMPORARY POINT	x
MEASURED DISTANCE	(M)
RECORDED DISTANCE	(R)
R.O.W. TRACT	

UNPLATTED  
PT. NW1/4, NE1/4  
SEC. 12, T11N, R10W  
INST. #78-000562

S89°00'48"E 1318.33'(M), 1318.43'(R)

CAPITAL AVENUE

S89°00'53"E 480.77'(M), 480.74'(R)

LOT 3,  
MENARD  
2ND SUBD.

### SECTION TIES

x

S89°00'53"E  
79.67'(M&R)

S41°18'54"E  
28.11'(M), 28.10'(R)

S89°00'53"E  
18.65'(M&R)

CARLETON  
AVENUE

N00°15'07"E  
225.10'(M), 225.00'(R)  
204.31'(M), 204.22'(R)

S00°59'12"W  
44.97'(M),  
45.00'(R)

EXISTING  
38' UTILITY  
EASEMENT

N89°01'29"W  
122.48'

JOHN R. MENARD  
LOT 2, MENARD  
2ND SUBD.

LOT 2, MENARD  
2ND SUBD.

S89°00'53"E 229.36'(M), 229.35'(R)

N85°8'49"W  
92.78'

S00°59'12"W  
32.12'(M),  
33.00'(R)

N00°15'16"E  
225.00'(M&R)

S00°25'08"W  
12.86'(M),  
12.00'(R)

UNPLATTED  
PT. NW1/4, NE1/4  
SEC. 12, T11N, R10W  
INST. #95-106399

### LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 2, MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°00'53"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 229.36 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH R.O.W. LINE OF CAPITAL AVENUE AND THE WEST R.O.W. LINE OF CARLETON AVENUE; THENCE S41°18'54"E ALONG THE NORTHEAST LINE OF SAID LOT 2 A DISTANCE OF 28.11 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 2; THENCE N64°57'47"W A DISTANCE OF 36.36 FEET; THENCE N89°01'29"W A DISTANCE OF 122.48 FEET; THENCE N85°18'49"W A DISTANCE OF 92.78 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1257.11 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

JAI ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO., LS-630

DATE

NW COR. NW1/4, NE1/4  
SEC. 12, T11N, R10W



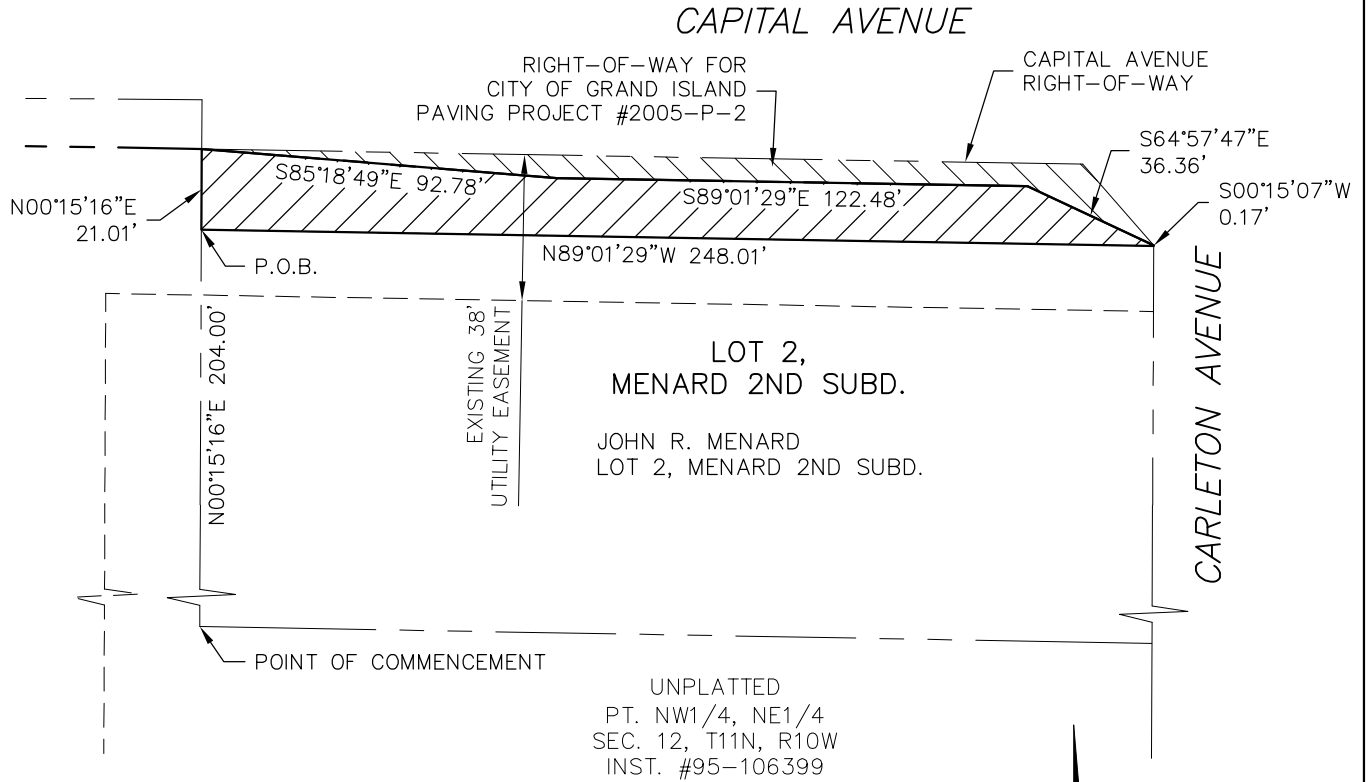
**OLSSON ASSOCIATES**

ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752  
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

# TEMPORARY CONSTRUCTION EASEMENT

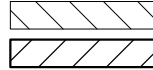
TRACT NO. 16, CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2



## LEGEND

R.O.W. TRACT

TEMPORARY EASEMENT



## EASEMENT DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 2 OF MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, T11N, R10W OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ON AN ASSUMED BEARING OF N00°15'16"E ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 204.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°15'16"E ALONG SAID WEST LINE A DISTANCE OF 21.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S85°18'49"E A DISTANCE OF 92.78 FEET; THENCE S89°01'29"E A DISTANCE OF 122.48 FEET; THENCE S64°57'47"E A DISTANCE OF 36.36 FEET TO A POINT ON THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF CARLETON AVENUE; THENCE S00°15'07"W ALONG SAID WEST R.O.W. LINE A DISTANCE OF 0.17 FEET; THENCE N89°01'29"W A DISTANCE OF 248.01 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 3753.16 SQUARE FEET OR 0.086 ACRES MORE LESS.

EXHIBIT "A"

LOT 2, MENARD 2ND SUBD.  
CITY OF GRAND ISLAND,  
HALL COUNTY, NE



**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752  
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

DATE:

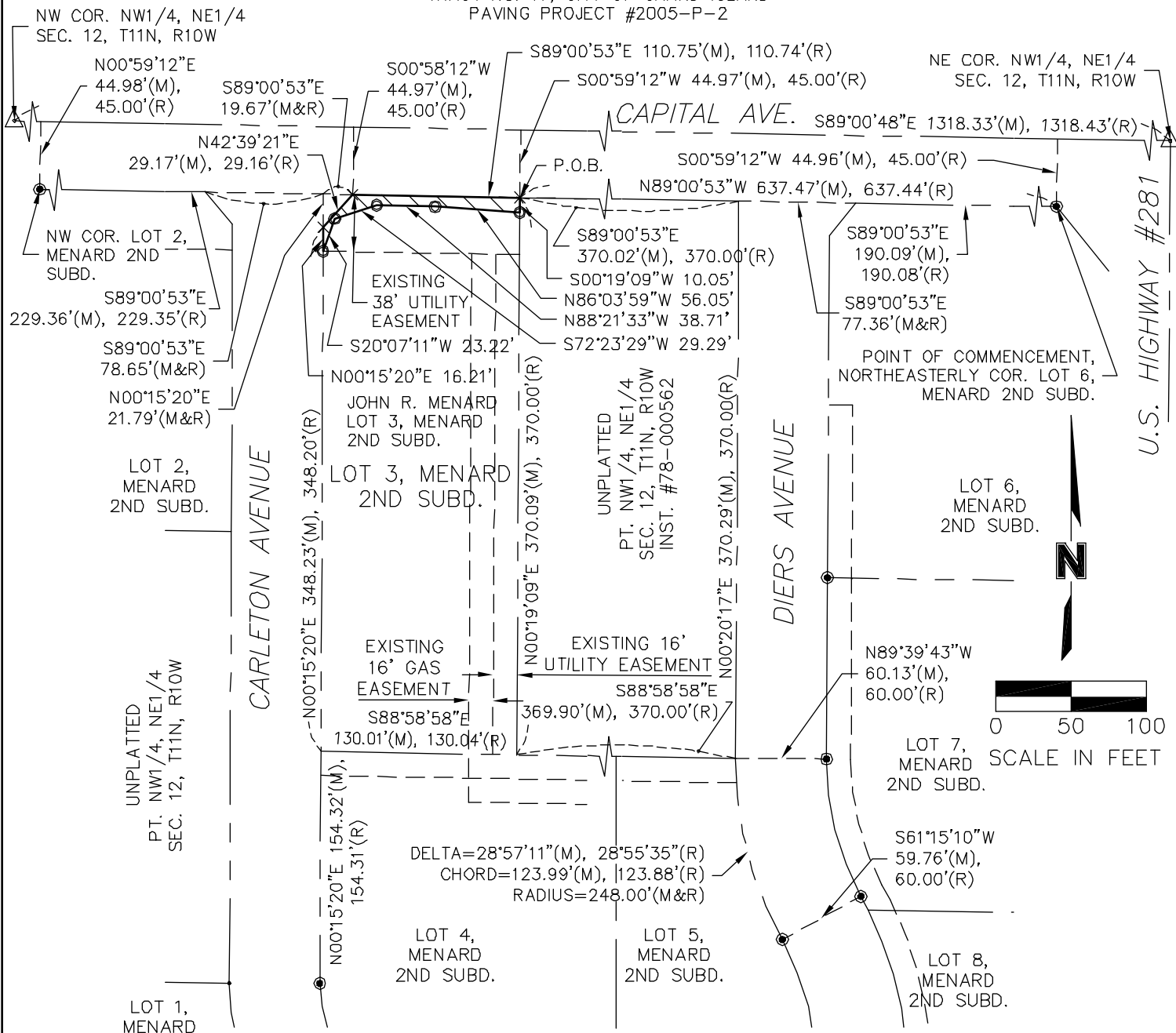
JUNE, 2005

OA #2004-1226

# Survey Record

## HALL COUNTY, NEBRASKA

TRACT NO. 17, CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2



### LEGEND

FOUND CORNER	●	X
SET CORNER (3/4" PIPE)	○	
SECTION CORNER	△	
TEMPORARY POINT	×	
MEASURED DISTANCE	(M)	
RECORDED DISTANCE	(R)	
R.O.W. TRACT		

### SECTION TIES

### LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 3, MENARD SECOND SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NORTHEASTERLY CORNER OF LOT 6 OF SAID MENARD SECOND SUBDIVISION, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE ON AN ASSUMED BEARING OF N89°00'53"W ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 637.47 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°19'09"W ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 10.05 FEET; THENCE N86°03'59"W A DISTANCE OF 56.05 FEET; THENCE N88°21'33"W A DISTANCE OF 38.71 FEET; THENCE S72°23'29"W A DISTANCE OF 29.29 FEET; THENCE S20°07'11"W A DISTANCE OF 23.22 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST R.O.W. LINE OF CARLETON AVENUE; THENCE N00°15'20"E ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 16.21 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 3; THENCE N42°39'21"E ALONG THE NORTHWEST LINE OF SAID LOT 3 A DISTANCE OF 29.17 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 3, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE EAST R.O.W. LINE OF CARLETON AVENUE AND THE SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°00'53"E ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 110.75 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1066.63 SQUARE FEET OR 0.024 ACRES MORE OR LESS.

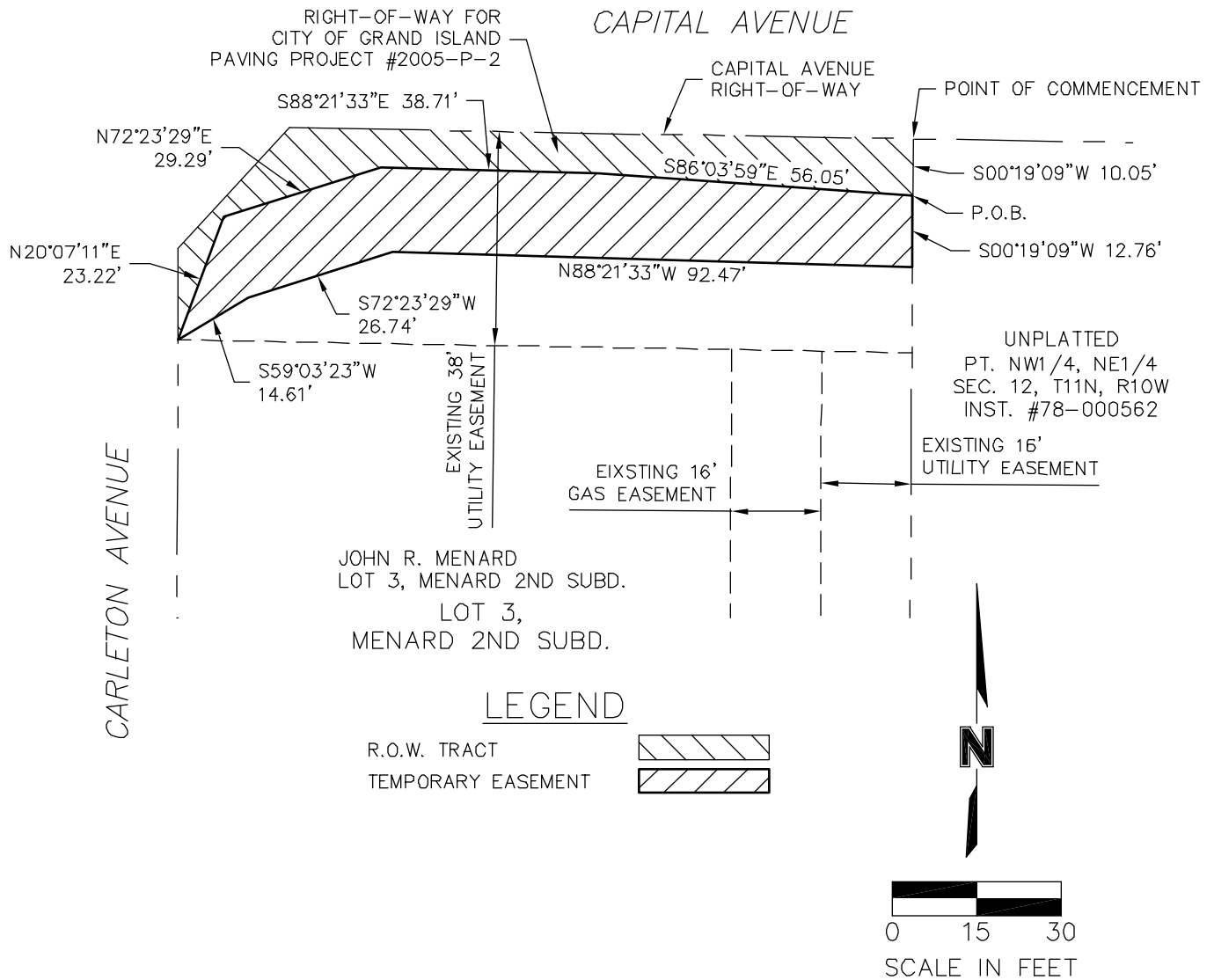
JAI ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO., LS-630

DATE

**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS  
201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752  
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

# TEMPORARY CONSTRUCTION EASEMENT

TRACT NO. 17, CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2



## EASEMENT DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 3 OF MENARD SECOND SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE ON AN ASSUMED BEARING OF S00°19'09"W ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°19'09"W ALONG SAID EAST LINE A DISTANCE OF 12.76 FEET; THENCE N88°21'33"W A DISTANCE OF 92.47 FEET; THENCE S72°23'29"W A DISTANCE OF 26.74 FEET; THENCE S59°03'23"W A DISTANCE OF 14.61 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE N20°07'11"E A DISTANCE OF 23.22 FEET; THENCE N72°23'29"E A DISTANCE OF 29.29 FEET; THENCE S88°21'33"E A DISTANCE OF 38.71 FEET; THENCE S86°03'59"E A DISTANCE OF 56.05 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 1867.52 SQUARE FEET OR 0.043 ACRES MORE OR LESS.

EXHIBIT "A"

LOT 3, MENARD 2ND SUBD.  
CITY OF GRAND ISLAND,  
HALL COUNTY, NE



**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752  
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

DATE:  
JUNE, 2005

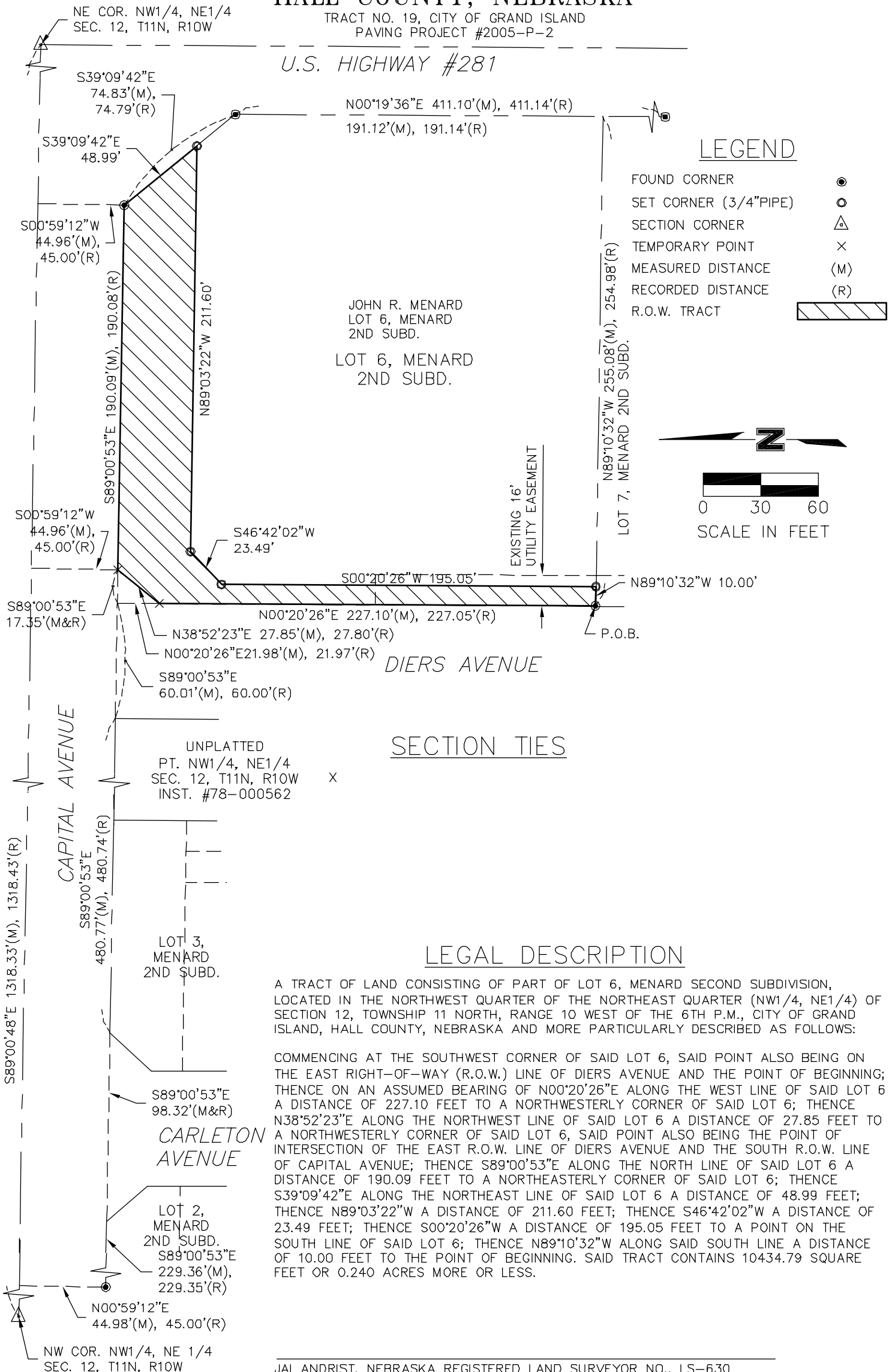
OA #2004-1226

# Survey Record

## HALL COUNTY, NEBRASKA

TRACT NO. 19, CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2

U.S. HIGHWAY #281



### LEGEND

- FOUND CORNER
- SET CORNER (3/4"PIPE)
- SECTION CORNER
- TEMPORARY POINT
- MEASURED DISTANCE (M)
- RECORDED DISTANCE (R)
- R.O.W. TRACT



### SECTION TIES

### LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 6, MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF DIERS AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF  $N00^{\circ}20'26''E$  ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 227.10 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 6; THENCE  $N38^{\circ}52'23''E$  ALONG THE NORTHWEST LINE OF SAID LOT 6 A DISTANCE OF 27.85 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 6, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE EAST R.O.W. LINE OF DIERS AVENUE AND THE SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE  $S89^{\circ}00'53''E$  ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 190.09 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 6; THENCE  $S39^{\circ}09'42''E$  ALONG THE NORTHEAST LINE OF SAID LOT 6 A DISTANCE OF 48.99 FEET; THENCE  $N89^{\circ}03'22''W$  A DISTANCE OF 211.60 FEET; THENCE  $S46^{\circ}42'02''W$  A DISTANCE OF 23.49 FEET; THENCE  $S00^{\circ}20'26''W$  A DISTANCE OF 195.05 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE  $N89^{\circ}10'32''W$  ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 10434.79 SQUARE FEET OR 0.240 ACRES MORE OR LESS.

JAI ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO., LS-630

DATE



**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752  
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

# TEMPORARY CONSTRUCTION EASEMENT

TRACT NO. 19, CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2

RIGHT-OF-WAY FOR  
CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2

CAPITAL AVENUE

CAPITAL AVENUE  
RIGHT-OF-WAY

N46°42'02"E  
23.49'

S89°03'22"E 211.60'

S39°09'42"E  
19.61'

N89°03'22"W 231.08'



DIERS AVENUE

N00°20'26"E 195.05'  
S00°20'26"W 196.41'

JOHN R. MENARD  
LOT 3, MENARD 2ND SUBD.  
LOT 6,  
MENARD 2ND SUBD.

EXISTING 16'  
UTILITY EASEMENT

U.S. HIGHWAY #281

POINT OF  
COMMENCEMENT  
S89°11'04"E  
10.00'

N89°11'04"W 10.00'  
P.O.B.

LOT 7,  
MENARD 2ND SUBD.

## LEGEND

R.O.W. TRACT



TEMPORARY EASEMENT



## EASEMENT DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 6 OF MENARD SECOND SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF S89°11'04"E ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE N00°20'26"E A DISTANCE OF 195.05 FEET; THENCE N46°42'02"E A DISTANCE OF 23.49 FEET; THENCE S89°03'22"E A DISTANCE OF 211.60 FEET TO A POINT ON THE NORTHEAST LINE OF SAID LOT 6; THENCE S39°09'42"E ALONG SAID NORTHEAST LINE A DISTANCE OF 19.61 FEET; THENCE N89°03'22"W A DISTANCE OF 231.08 FEET; THENCE S00°20'26"W A DISTANCE OF 196.41 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE N89°11'04"W ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 5347.50 SQUARE FEET OR 0.123 ACRES MORE OR LESS.

EXHIBIT "A"

LOT 6, MENARD 2ND SUBD.  
CITY OF GRAND ISLAND,  
HALL COUNTY, NE



**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752  
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

DATE:

JUNE, 2005

OA #2004-1226





# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item E5

**Public Hearing on Acquisition of Right-of-Way along 3426 W  
Capital Avenue (Robert D. Hancock and Patricia J. Hancock)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** November 14, 2006

**Subject:** Public Hearing on Acquisition of Right-of-Way along  
3426 W Capital Avenue (Robert D. Hancock and Patricia  
J. Hancock)

**Item #'s:** E-5 & G-9

**Presenter(s):** Steven P. Riehle, Public Works Director  
Dale Shotkoski, City Attorney

## **Background**

Nebraska State Law requires a Public Hearing and Council approval for acquisition of property. Public Street Right-of-Way and Temporary Construction Easements are needed along the property at 3426 W Capital Avenue for the widening of Capital Avenue from the Moores Creek Drainway to Webb Road.

## **Discussion**

Council action is necessary for the City of Grand Island to acquire public Right-of-Way and easements. Temporary construction easements do not usually go before council for approval to acquire. However, if use of eminent domain is necessary to continue with the project, council approval to acquire Temporary Construction Easements is needed.

Although our property acquisition firm, Midwest Right-of-Way Services, Inc, has negotiated successfully with many of the properties along Capital, there remain a few that we have not negotiated an agreement with. Midwest continues to work with the remaining property owners, but eminent domain may be needed to acquire the remaining parcels. Therefore, it is essential that the Council allow for the use of eminent domain in the event that we can not acquire all property needed to accomplish the project.

## **Alternatives**

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

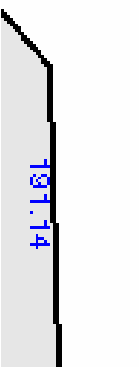
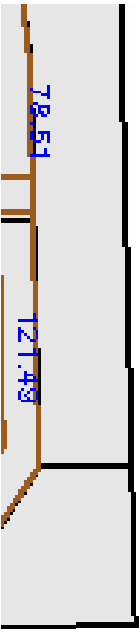
1. Move to approve the acquisition of the Public Street Right-of-Way and the temporary construction easement, by eminent domain if necessary.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Public Street Right-of-Way and the temporary construction easement, by eminent domain if necessary.

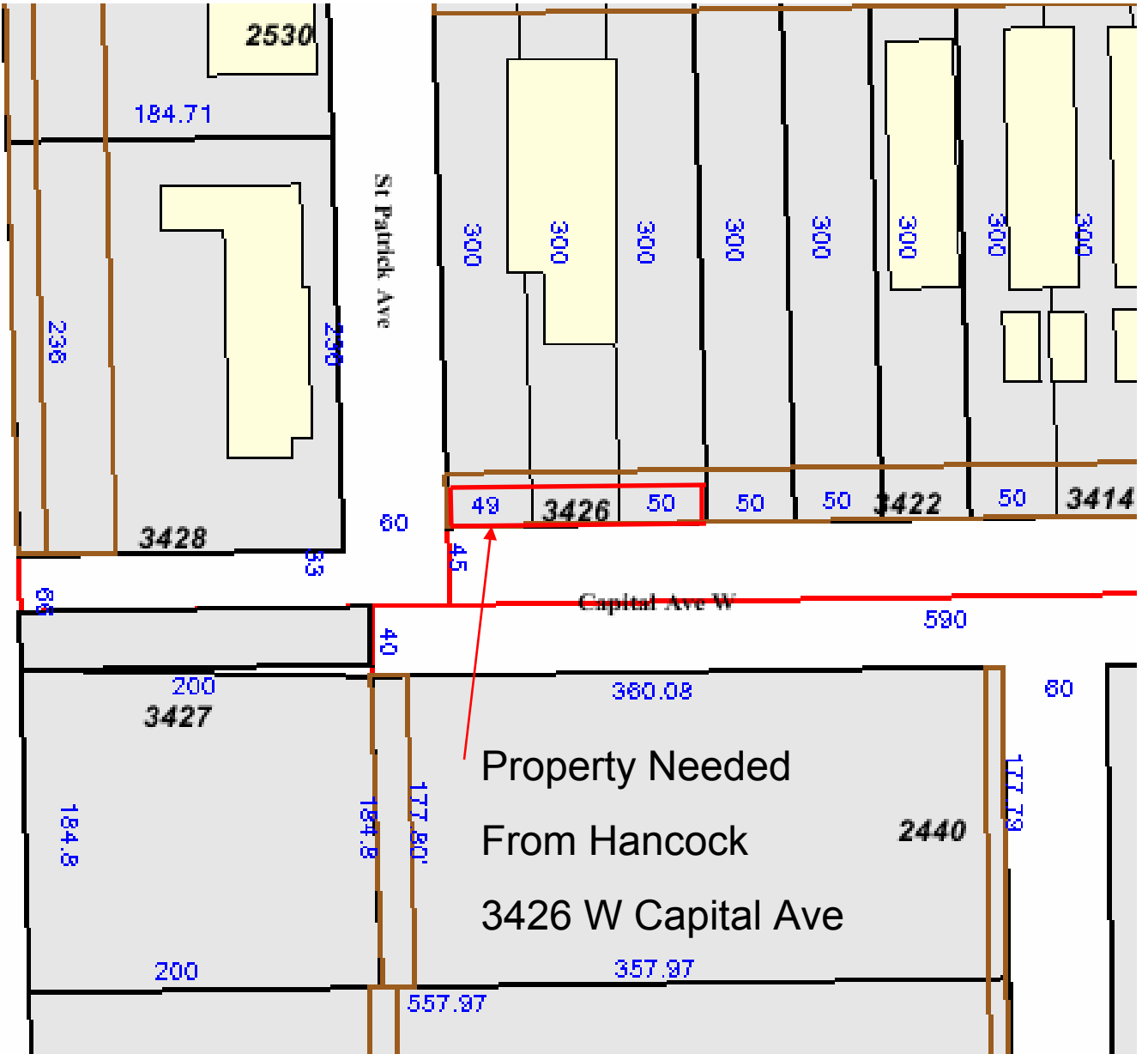
## **Sample Motion**

Motion to approve the acquisition of the Public Street Right-of-Way and the temporary construction easement, by eminent domain if necessary.



US Highway 281 N

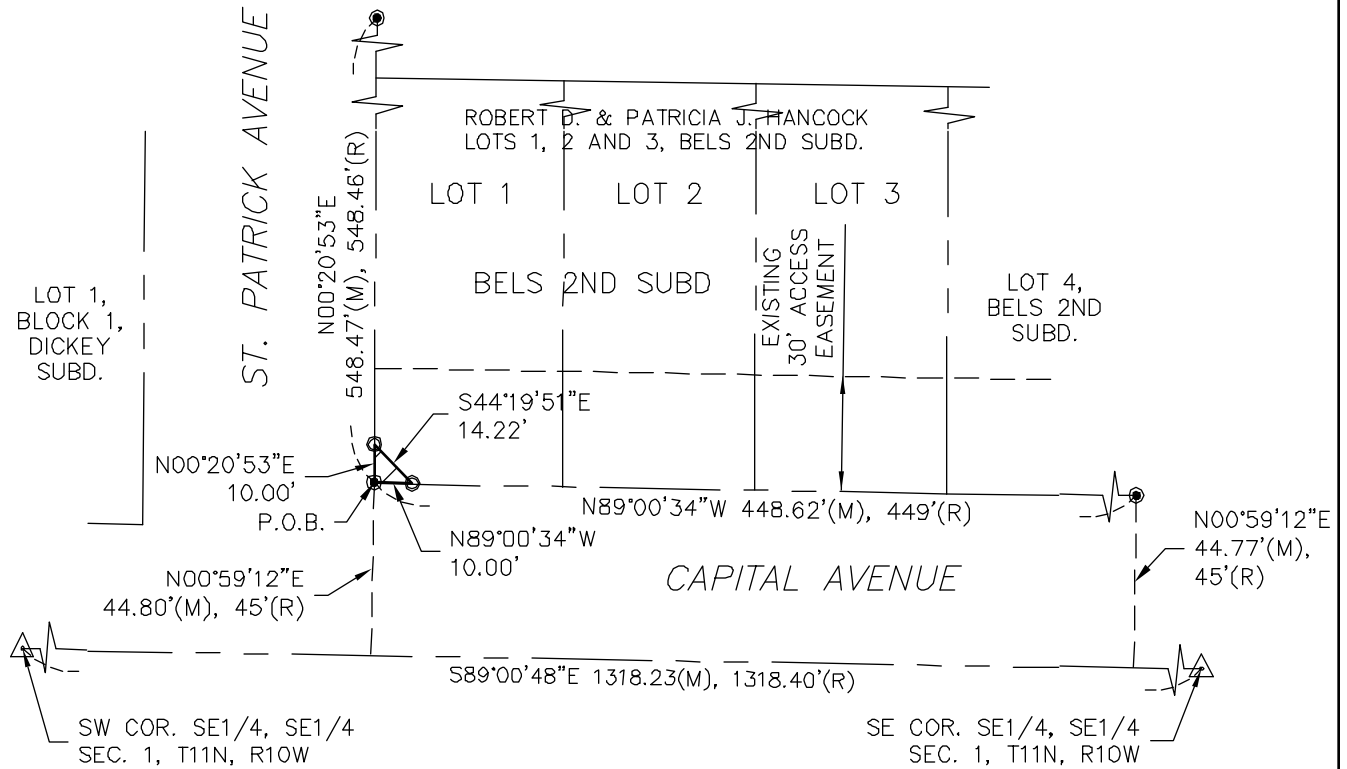
US Highway 281 N



# Survey Record

## HALL COUNTY, NEBRASKA

TRACT NO. 6, CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2



### LEGEND

- FOUND CORNER
- SET CORNER (3/4" PIPE)
- SECTION CORNER
- MEASURED DISTANCE (M)
- RECORDED DISTANCE (R)
- R.O.W. TRACT



### SECTION TIES

X

### LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF LOT 1, BELS SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, BELS SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF ST. PATRICK AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°20'53"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET; THENCE S44°19'51"E A DISTANCE OF 14.22 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N89°00'34"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 50.00 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

5/30/06 9:40 A.M. FILE: F:\PROJECTS\20041226\DWG\PLATS\041226\_PLATS.DWG

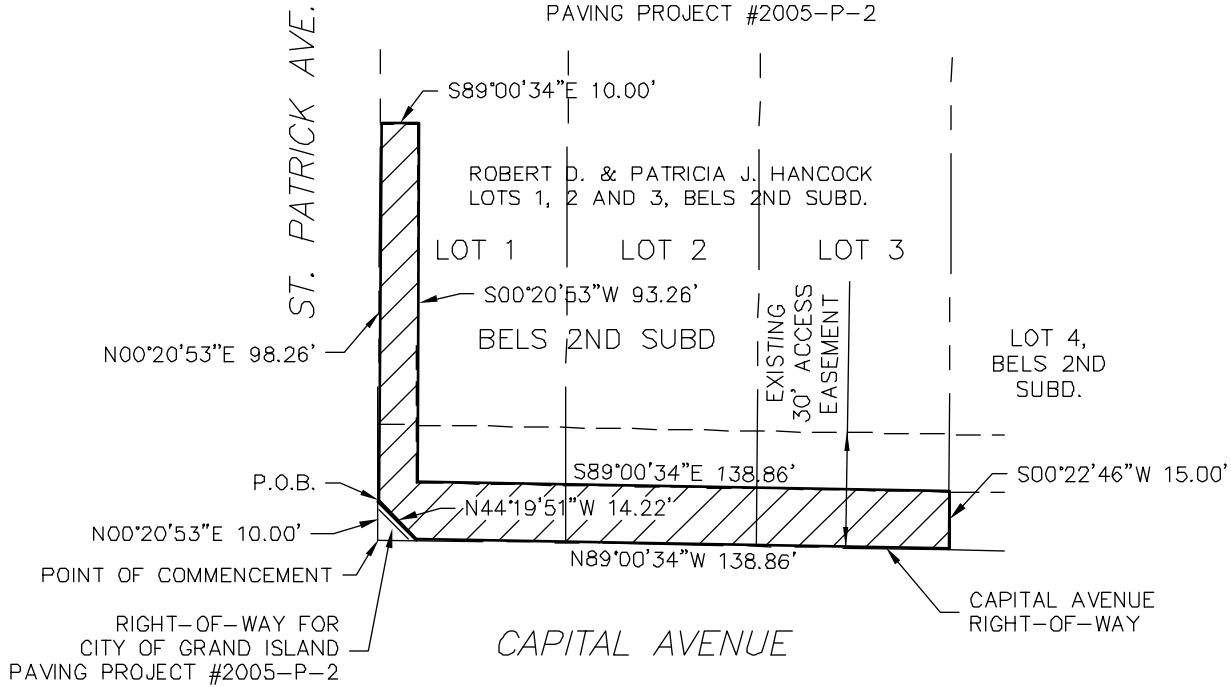
JAI ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO., LS-630

DATE

**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS  
201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752  
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

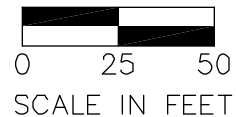
# TEMPORARY CONSTRUCTION EASEMENT

TRACT NO. 6, CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2



## LEGEND

- R.O.W. TRACT
- TEMPORARY EASEMENT



## EASEMENT DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOTS 1, 2 AND 3 OF BELS SECOND SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF N00°20'53"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°20'53"E ALONG SAID EAST LINE A DISTANCE OF 98.26 FEET; THENCE S89°00'34"E A DISTANCE OF 10.00 FEET; THENCE S00°20'53"W A DISTANCE OF 93.26 FEET; THENCE S89°00'34"E A DISTANCE OF 138.86 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE S00°22'46"W ALONG SAID EAST LINE A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE N89°00'34"W ALONG THE SOUTH LINE OF SAID LOTS 1, 2 AND 3 A DISTANCE OF 138.86 FEET; THENCE N44°19'51"W A DISTANCE OF 14.22 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 3115.51 SQUARE FEET OR 0.072 ACRES MORE OR LESS.

EXHIBIT "A"

LOTS 1, 2 & 3, BELS 2ND SUBD.  
CITY OF GRAND ISLAND,  
HALL COUNTY, NE



**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

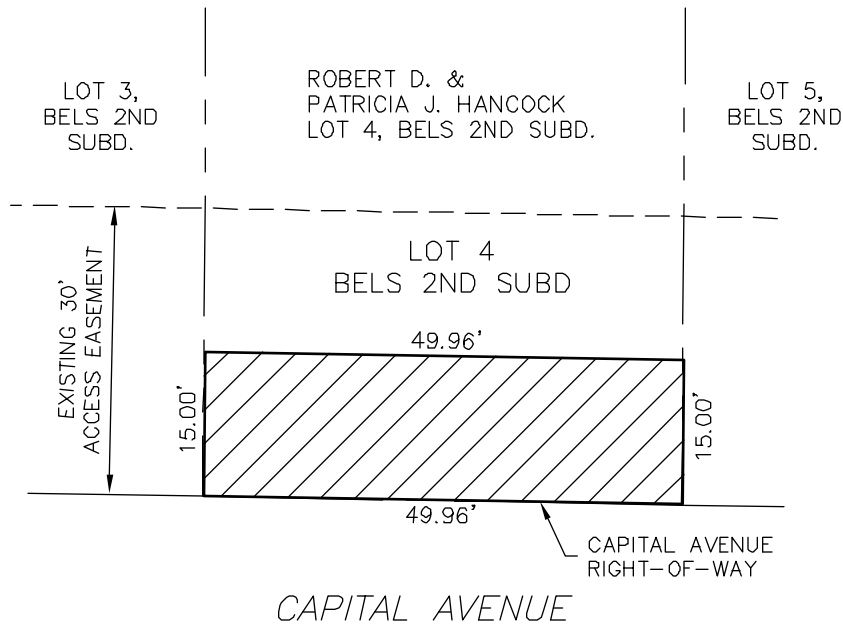
201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752  
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

DATE:  
JUNE, 2005

OA #2004-1226

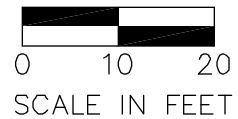
# TEMPORARY CONSTRUCTION EASEMENT

TRACT NO. 7, CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2



## LEGEND

TEMPORARY EASEMENT 



## EASEMENT DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 4 OF BELS SECOND SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 15.00 FEET OF SAID LOT 4. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 749.42 SQUARE FEET OR 0.017 ACRES MORE OR LESS.

6/25/05 4:00 P.M. FILE: \PROJECTS\20041226\DWG\PLATS\041226\_TEMP.DWG

EXHIBIT "A"

LOT 4, BELS 2ND SUBD.  
CITY OF GRAND ISLAND,  
HALL COUNTY, NE



**OLSSON ASSOCIATES**

ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS

201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752  
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

DATE:

JUNE, 2005

OA #2004-1226



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item E6

**Public Hearing on Acquisition of Utility Easement along 3428 W  
Capital Avenue (Poland Oil, Inc. a.k.a. Sapp Bros)**

Staff Contact: Steven P. Riehle, Public Works Director



# **Council Agenda Memo**

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

**Meeting:** November 14, 2006

**Subject:** Public Hearing on Acquisition of Utility Easement along  
3428 W Capital Avenue (Poland Oil, Inc.)

**Item #'s:** E-6 & G-10

**Presenter(s):** Steven P. Riehle, Public Works Director  
Dale Shotkoski, City Attorney

## **Background**

Nebraska State Law requires a Public Hearing and Council approval for acquisition of property. A permanent easement and a temporary construction easement is needed along the property at 3428 Capital Avenue for the widening of Capital Avenue from Moores Creek Drainway to Webb Road.

## **Discussion**

Council action is necessary for the City of Grand Island to acquire public Right-of-Way and easements. Temporary construction easements do not usually go before council for approval to acquire. However, if use of eminent domain is necessary to continue with the project, council approval to acquire Temporary Construction Easements is needed.

Although our property acquisition firm, Midwest Right-of-Way Services, Inc, has negotiated successfully with many of the properties along Capital, there remain a few that we have not negotiated an agreement with. Midwest continues to work with the remaining property owners, but eminent domain may be needed to acquire the remaining parcels. Therefore, it is essential that the Council allow for the use of eminent domain in the event that we can not acquire all property needed to accomplish the project.

## **Alternatives**

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

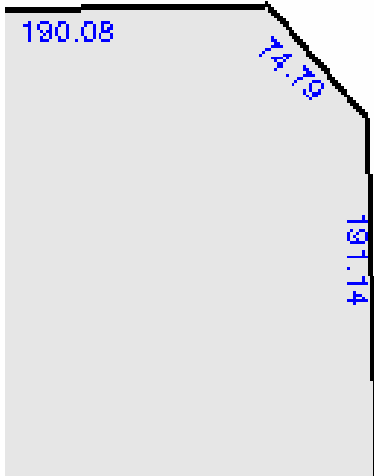
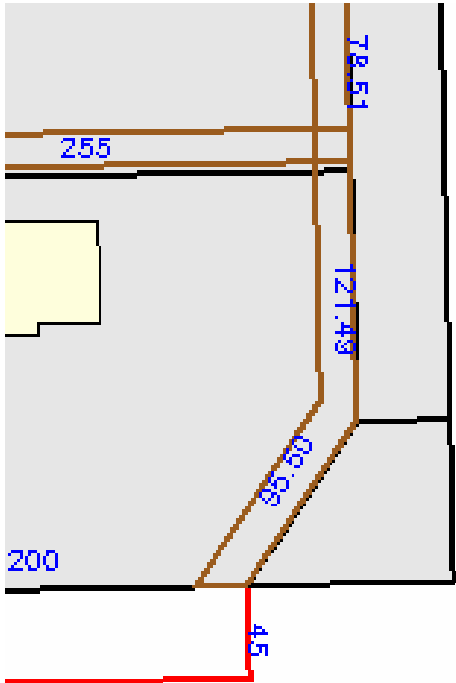
1. Move to approve the acquisition of the permanent easement and the temporary construction easement, by eminent domain if necessary.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

### **Recommendation**

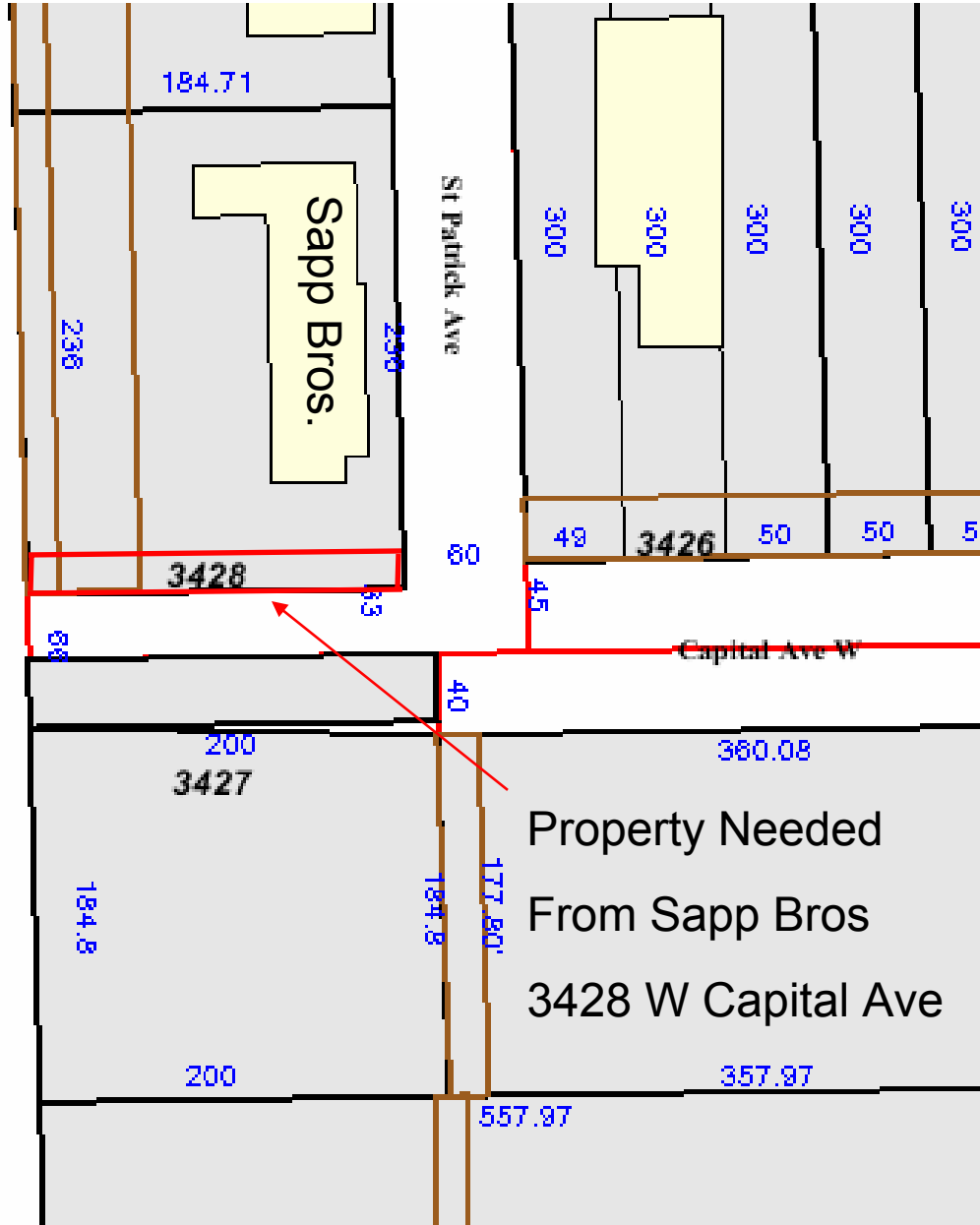
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the permanent easement and the temporary construction easement, by eminent domain if necessary.

### **Sample Motion**

Motion to approve the acquisition of the permanent easement and the temporary construction easement, by eminent domain if necessary.



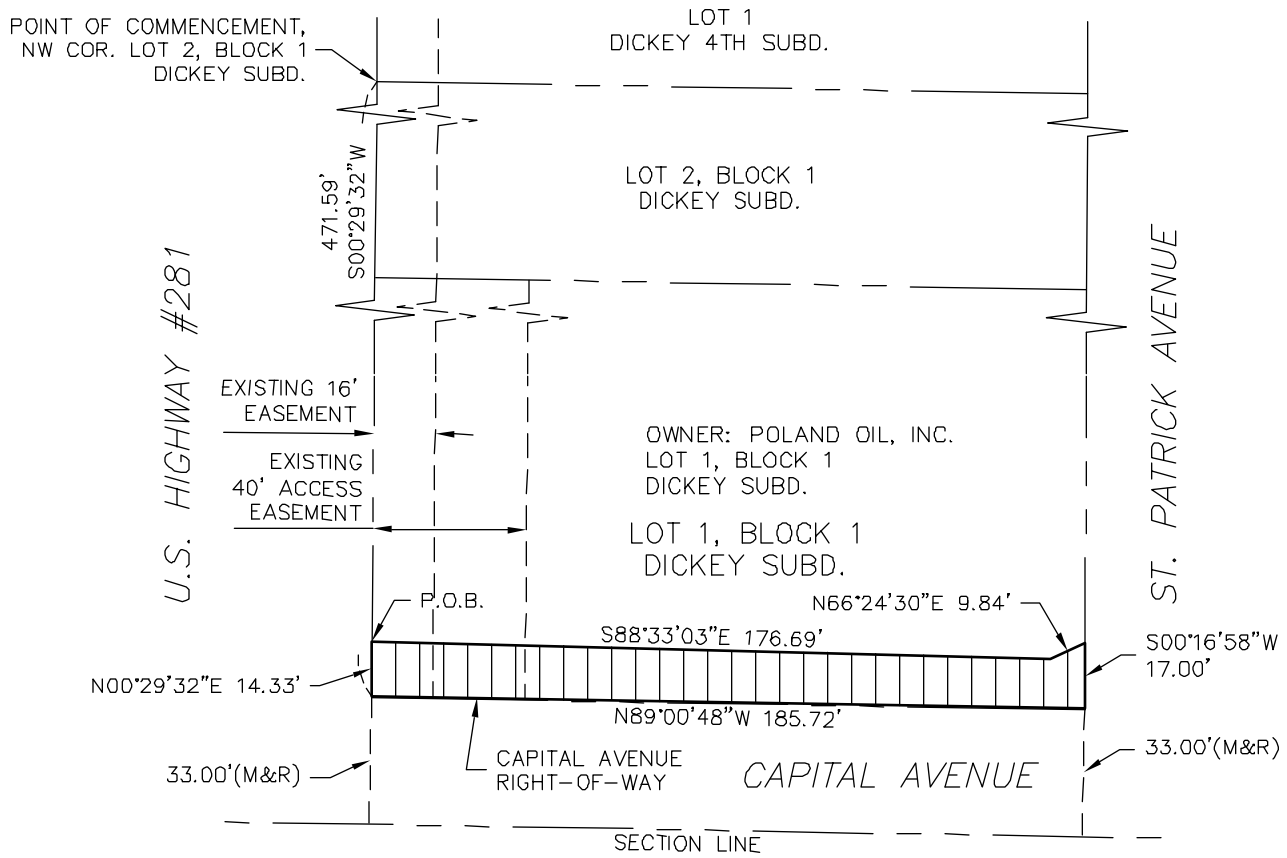
US Highway 281 N  
US Highway 281 N



Property Needed  
From Sapp Bros  
3428 W Capital Ave

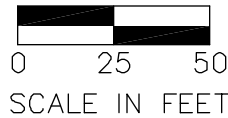
# PUBLIC UTILITY & WALK EASEMENT

TRACT NO. 5, CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2



## LEGEND

UTILITY EASEMENT 



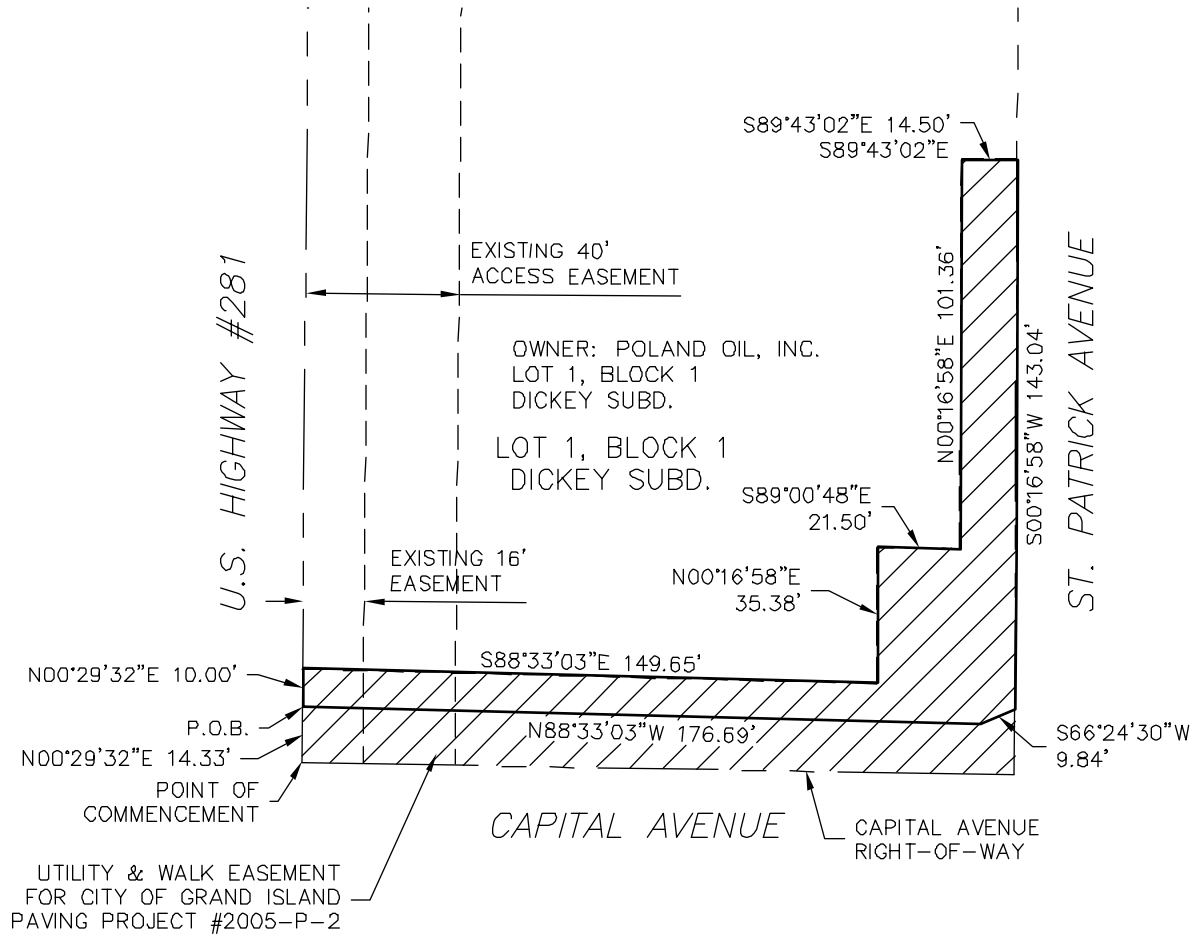
## EASEMENT DESCRIPTION

A PUBLIC UTILITY AND WALK EASEMENT CONSISTING OF PART OF LOT 1, BLOCK 1 OF DICKEY SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 1 OF SAID DICKEY SUBDIVISION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY #281; THENCE ON AN ASSUMED BEARING OF S00°29'32"W ALONG THE WEST LINE OF SAID LOTS 1 AND 2 A DISTANCE OF 471.69 FEET TO THE POINT OF BEGINNING; THENCE S88°33'03"E A DISTANCE OF 176.69 FEET; THENCE N66°24'30"E A DISTANCE OF 9.84 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; SAID LINE ALSO BEING THE WEST R.O.W. LINE OF ST. PATRICK AVENUE; THENCE S00°16'58"W ALONG SAID EAST LINE OF LOT 1 A DISTANCE OF 17.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE WEST R.O.W. LINE OF ST. PATRICK AVENUE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N89°00'48"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 185.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE NORTH R.O.W. LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF U.S. HIGHWAY #281; THENCE N00°29'32"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 14.33 FEET TO THE POINT OF BEGINNING. SAID PUBLIC UTILITY AND WALK EASEMENT CONTAINS 2541.15 SQUARE FEET OR 0.058 ACRES MORE OR LESS.

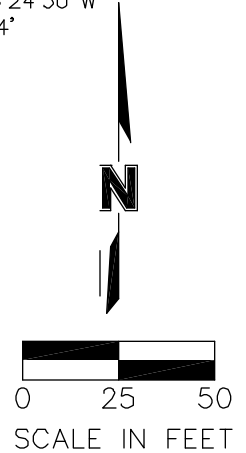
# TEMPORARY CONSTRUCTION EASEMENT

TRACT NO. 5, CITY OF GRAND ISLAND  
PAVING PROJECT #2005-P-2



## LEGEND

- UTILITY/WALK EASEMENT
- TEMPORARY EASEMENT



## EASEMENT DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 1, BLOCK 1 OF DICKEY SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF N00°29'32"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 14.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°29'32"E ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET; THENCE S88°33'03"E A DISTANCE OF 149.65 FEET; THENCE N00°16'58"E A DISTANCE OF 35.38 FEET; THENCE S89°00'48"E A DISTANCE OF 21.50 FEET; THENCE N00°16'58"E A DISTANCE OF 101.36 FEET; THENCE S89°43'02"E A DISTANCE OF 14.50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S00°16'58"W ALONG SAID EAST LINE A DISTANCE OF 143.04 FEET; THENCE S66°24'30"W A DISTANCE OF 9.84 FEET; THENCE N88°33'03"W A DISTANCE OF 176.69 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 4587.82 SQUARE FEET OR 0.105 ACRES MORE OR LESS.

6/25/05 4:00 P.M. FILE: \PROJECTS\20041226\GI41226\DWG\PLATS\041226\_TEMP.DWG

EXHIBIT "A"

LOT 1, BLK. 1, DICKEY SUBD.  
CITY OF GRAND ISLAND,  
HALL COUNTY, NE

**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS  
201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752  
OMAHA DENVER LINCOLN PHOENIX HOLDREGE KANSAS CITY GRAND ISLAND SOUTH SIOUX CITY

DATE:  
JUNE, 2005  
OA #2004-1226



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item F1

**#9087 - Consideration of Amendments to Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes**

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

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

**Meeting:** November 14, 2006

**Subject:** Consideration of Amendments to Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes

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

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

## Background

Section 22-113 of the City Code lists all of the designated snow emergency routes. The 2006/2007 snow plan is located on the Grand Island web site.

## Discussion

Administration recommends the following changes to the designated snow emergency routes:

### Deletions from the snow emergency route

- Darr Avenue between Faidley Avenue and 7<sup>th</sup> Street
- Stoeger Drive between 7<sup>th</sup> Street and Baumann Drive
- \*\* Both proposed deletions have been on the list but have not been plowed as Snow emergency routes since there was a Lutheran Hospital in that location.

### Additions to the snow emergency route

- Mansfield Road between 13<sup>th</sup> Street and Manchester Road (due to the schools in the area)
- Schimmer Drive between US Highway 281 and the east city limits
- Wildwood Drive between the west city limits and the east city limits
- Faidley Avenue between Redwood Road and North Road
- Seedling Mile Access Road between Seedling Mile Road and U.S. HWY 30
- Swift Road from Stuhr Road to ¾ Mile east of Stuhr Road

Modifications to the snow emergency routes

- Cannon Road *should* read “between Mansfield Road and North Road”
- Manchester Road *should* read “between Engleman Road and Mansfield Road”

**Alternatives**

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

1. Move to approve an Ordinance making changes to Chapter 22 of the City Code regarding snow emergency routes.
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 an Ordinance designating snow emergency routes.

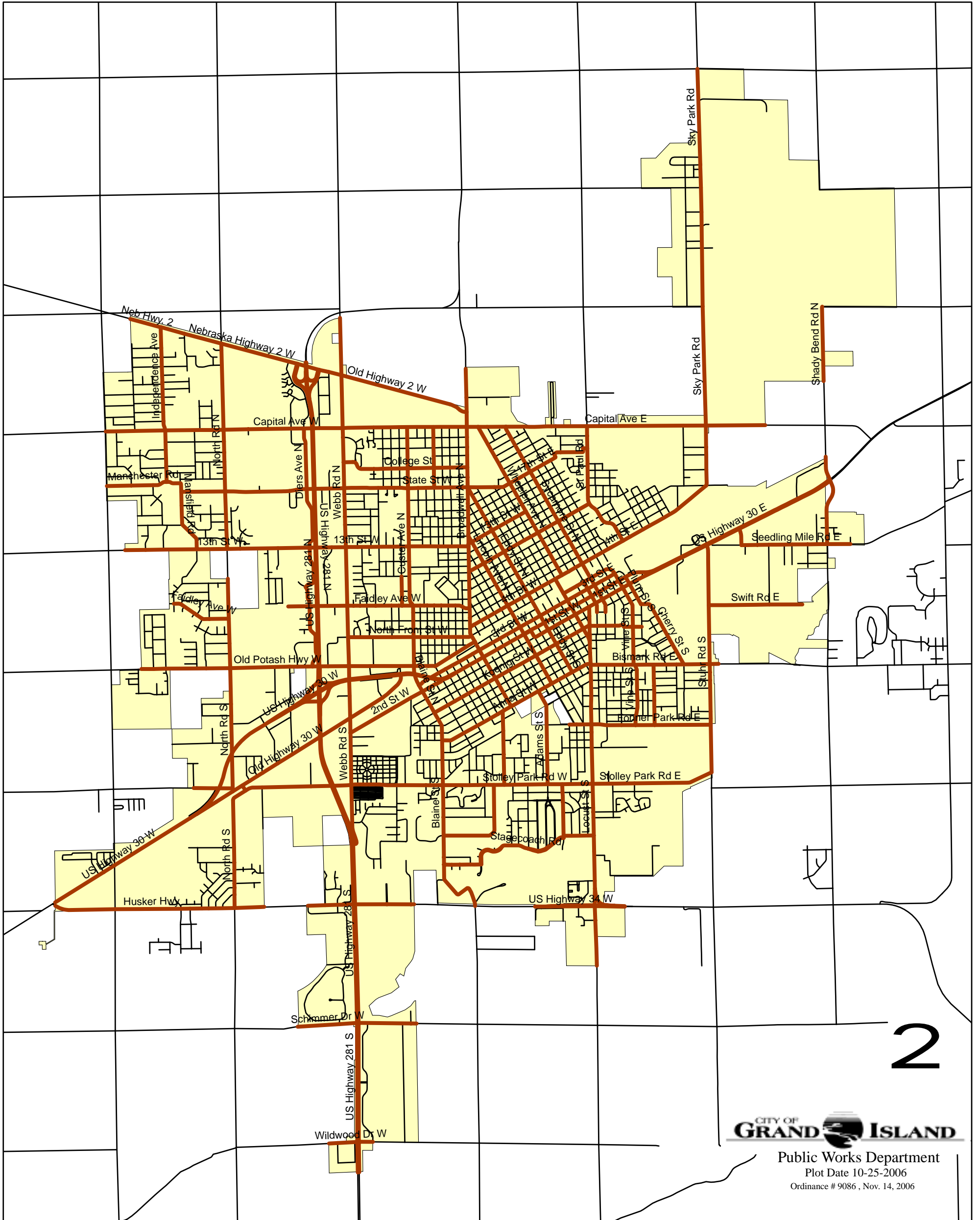
**Sample Motion**

Move to approve an ordinance designating snow emergency routes.



# City Of Grand Island

## Emergency Snow Routes



<b><u>Street</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
Adams Street	Stolley Park Road	Anna Street
Anna Street	Blaine Street	Locust Street
Bismarck Road	Locust Street	400 Feet East of Stuhr Road (City Limits)
Blaine Street	U.S. Highway 34	Third Street
Broadwell Avenue	Anna Street	¼ Mile North of Roberts Street (City Limits)
Cannon Road	Mansfield Road	North Road
Capital Avenue	Engleman Road	½ Mile East of Sky Park Road (City Limits)
Cherry Street	Bismarck Road	Sutherland Street
College Street	Webb Road	Broadwell Avenue
Custer Avenue	Third Street	Capital Avenue
Diers Avenue	Old Potash Highway	Capital Avenue
Eddy Street	Anna Street	State Street
Eighteenth Street	Burlington Northern Santa Fe Railroad	St. Paul Road
Faidley Avenue	Redwood Road	North Road
Faidley Avenue	500 Feet West of Diers Avenue	Broadwell Avenue
Fonner Park Road	320 Feet West of Sylvan Street	Stuhr Road
Fourth Street	Broadwell Avenue	Sky Park Road
Harrison Street	Stolley Park Road	Anna Street
Howard Avenue	Faidley Avenue	Tenth Street
Husker Highway	U.S. Highway 30	¼ Mile East of North Road
Husker Highway	Prairieview Street	U.S. Highway 281

Independence Avenue	Manchester Road	Nebraska Highway 2
Koenig Street	Blaine Street	Plum Street
Lafayette Avenue	State Street	Capital Avenue
Locust Street	Wood River Floodway (City Limits)	First Street
Manchester Road	Engleman Road	Mansfield Road
Mansfield Road	Thirteenth Street	Manchester Road
Nebraska Highway 2	1200 Feet West of Diers Avenue	U.S. Highway 281
North Front Street	Webb Road	Broadwell Avenue
North Road	Husker Highway	Stolley Park Road
North Road	Old Highway 30	$\frac{3}{4}$ Mile North of Old Potash Highway
North Road	Thirteenth Street	Nebraska Highway 2
Old Lincoln Highway	Custer Avenue	Broadwell Avenue
Old Nebraska Highway 2	U.S. Highway 281	Broadwell Avenue
Old Potash Highway	540 Feet West of Arapahoe Avenue	Custer Avenue
Old U.S. Highway 30	West Intersection with U.S. Highway 30	East Intersection with U.S. Highway 30 Overpass
Pine Street	Court Street	South Front Street
Pioneer Blvd	Blaine Street	Stolley Park Road
Pleasant View Drive	Fonner Park Road	Bismark Road
Plum Street	Sutherland Street	Second Street
Riverside Drive	Stagecoach Road	Stolley Park Road
St. Paul Road	Fourth Street	Capital Avenue

Schimmer Drive	½ Mile West of U.S. Highway 281 (City Limits)	230 Feet East of Scheel Road (City Limits)
Second Street	Webb Road	Garfield Street
Seedling Mile Access Road	Seedling Mile Road	U.S. Highway 30
Seedling Mile Road	¼ Mile West of Museum Drive	¼ Mile East of Shady Bend Road (City Limits)
Seventeenth Street	Walnut Street / State Street Intersection	Burlington Northern Santa Fe Railroad
Shady Bend Road	231 Feet South of Gregory Avenue (City Limits)	Union Pacific Railroad Right-of-Way (City Limits)
Shady Bend Road	1910 Feet North of Capital Avenue	Airport Road
Sky Park Road	Fourth Street	White Cloud Road
South Front Street	Walnut Street	Vine Street
Stagecoach Road	Blaine Street	Locust Street
State Street	North Road	Seventeenth Street / Walnut Street Intersection
Stolley Park Road	920 Feet West of Freedom Drive	Stuhr Road
Stuhr Road	North Intersection with Stolley Park Road	U.S. Highway 30
Sutherland Street	Plum Street	Cherry Street
Swift Road	Stuhr Road	¾ Mile East of Stuhr Road
Sycamore Street	Court Street	Capital Avenue
Tenth Street	Broadwell Avenue	St. Paul Road
Third Street	Blaine Street	Vine Street
Thirteenth Street	910 Feet West of Branding Iron Lane	Wheeler Avenue
U.S. Highway 30	Husker Highway	Grant Street
U.S. Highway 30 (Second Street)	Grant Street	Greenwich Street
U.S. Highway 30 (eastbound) / Greenwich Street	First Street	Second Street

U.S. Highway 30 (First Street / Second Street)	Greenwich Street	Plum Street
U.S. Highway 30	Plum Street	270 Feet West of Shady Bend Road (City Limits)
U.S. Highway 34 (Husker Highway)	U.S. Highway 281	Wortman Drive
U.S. Highway 34 (Husker Highway)	Karen Road	¼ Mile East of Locust Street (City Limits)
U.S. Highway 281	¼ Mile South of Wildwood Drive	Nebraska Highway 2
Walnut Street	Locust Street / Charles Street Intersection	Fourth Street
Webb Road	South Intersection with U.S. Highway 281	North Intersection with U.S. Highway 281
Wheeler Street	Fourth Street	Capital Avenue
Wild Wood Road	380 Feet West of Elk Drive (City Limits)	610 Feet East of Gold Core Drive (City Limits)

ORDINANCE NO. 9087

An ordinance to amend Chapter 22 of the Grand Island City Code; to amend Section 22-113 pertaining to snow emergency routes; to repeal Section 22-113 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 22-113 of the Grand Island City Code is hereby amended to read as follows:

**§22-113. Snow Emergency Routes**

The city council may, by resolution, designate snow emergency routes within the city in accordance with Section 22-113 through 22-117 of the city code. Appropriate signs or other traffic control devices shall be installed indicating the existence of such snow emergency routes . A designation of any street, avenue, road or highway, or portion thereof, as a snow emergency route shall in no way affect designation of that street, avenue, road or highway for any other purpose.

<u>Street</u>	<u>From</u>	<u>To</u>
Adams Street	Stolley Park Road	Anna Street
Anna Street	Blaine Street	Locust Street
Bismarck Road	Locust Street	400 Feet East of Stuhr Road (City Limits)
Blaine Street	U.S. Highway 34	Third Street
Broadwell Avenue	Anna Street	¼ Mile North of Roberts Street (City Limits)
Cannon Road	Mansfield Road	North Road
Capital Avenue	Engleman Road	½ Mile East of Sky Park Road (City Limits)
Cherry Street	Bismarck Road	Sutherland Street
College Street	Webb Road	Broadwell Avenue
Custer Avenue	Third Street	Capital Avenue
Diers Avenue	Old Potash Highway	Capital Avenue
Eddy Street	Anna Street	State Street

Approved as to Form <input type="checkbox"/> _____ November 8, 2006 <input type="checkbox"/> City Attorney
---------------------------------------------------------------------------------------------------------------

ORDINANCE NO. 9087 (Cont.)

Eighteenth Street	Burlington Northern Santa Fe Railroad	St. Paul Road
Faidley Avenue	Redwood Road	North Road
Faidley Avenue	500 Feet West of Diers Avenue	Broadwell Avenue
Fonner Park Road	320 Feet West of Sylvan Street	Stuhr Road
Fourth Street	Broadwell Avenue	Sky Park Road
Harrison Street	Stolley Park Road	Anna Street
Howard Avenue	Faidley Avenue	Tenth Street
Husker Highway	U.S. Highway 30	¼ Mile East of North Road
Husker Highway	Prairieview Street	U.S. Highway 281
Independence Avenue	Manchester Road	Nebraska Highway 2
Koenig Street	Blaine Street	Plum Street
Lafayette Avenue	State Street	Capital Avenue
Locust Street	Wood River Floodway (City Limits)	First Street
Manchester Road	Engleman Road	Mansfield Road
Mansfield Road	Thirteenth Street	Manchester Road
Nebraska Highway 2	1200 Feet West of Diers Avenue	U.S. Highway 281
North Front Street	Webb Road	Broadwell Avenue
North Road	Husker Highway	Stolley Park Road
North Road	Old Highway 30	¾ Mile North of Old Potash Highway
North Road	Thirteenth Street	Nebraska Highway 2
Old Lincoln Highway	Custer Avenue	Broadwell Avenue
Old Nebraska Highway 2	U.S. Highway 281	Broadwell Avenue
Old Potash Highway	540 Feet West of Arapahoe Avenue	Custer Avenue

ORDINANCE NO. 9087 (Cont.)

Old U.S. Highway 30	West Intersection with U.S. Highway 30	East Intersection with U.S. Highway 30 Overpass
Pine Street	Court Street	South Front Street
Pioneer Blvd	Blaine Street	Stolley Park Road
Pleasant View Drive	Fonner Park Road	Bismark Road
Plum Street	Sutherland Street	Second Street
Riverside Drive	Stagecoach Road	Stolley Park Road
St. Paul Road	Fourth Street	Capital Avenue
Schimmer Drive	½ Mile West of U.S. Highway 281 (City Limits)	230 Feet East of Scheel Road (City Limits)
Second Street	Webb Road	Garfield Street
Seedling Mile Access Road	Seedling Mile Road	U.S. Highway 30
Seedling Mile Road	¼ Mile West of Museum Drive	¼ Mile East of Shady Bend Road (City Limits)
Seventeenth Street	Walnut Street / State Street Intersection	Burlington Northern Santa Fe Railroad
Shady Bend Road	231 Feet South of Gregory Avenue (City Limits)	Union Pacific Railroad Right-of-Way (City Limits)
Shady Bend Road	1910 Feet North of Capital Avenue	Airport Road
Sky Park Road	Fourth Street	White Cloud Road
South Front Street	Walnut Street	Vine Street
Stagecoach Road	Blaine Street	Locust Street
State Street	North Road	Seventeenth Street / Walnut Street Intersection
Stolley Park Road	920 Feet West of Freedom Drive	Stuhr Road
Stuhr Road	North Intersection with Stolley Park Road	U.S. Highway 30
Sutherland Street	Plum Street	Cherry Street
Swift Road	Stuhr Road	¾ Mile East of Stuhr Road



ORDINANCE NO. 9087 (Cont.)

Sycamore Street	Court Street	Capital Avenue
Tenth Street	Broadwell Avenue	St. Paul Road
Third Street	Blaine Street	Vine Street
Thirteenth Street	910 Feet West of Branding Iron Lane	Wheeler Avenue
U.S. Highway 30	Husker Highway	Grant Street
U.S. Highway 30 (Second Street)	Grant Street	Greenwich Street
U.S. Highway 30 (eastbound) / Greenwich Street	First Street	Second Street
U.S. Highway 30 (First Street / Second Street)	Greenwich Street	Plum Street
U.S. Highway 30	Plum Street	270 Feet West of Shady Bend Road (City Limits)
U.S. Highway 34 (Husker Highway)	U.S. Highway 281	Wortman Drive
U.S. Highway 34 (Husker Highway)	Karen Road	¼ Mile East of Locust Street (City Limits)
U.S. Highway 281	¼ Mile South of Wildwood Drive	Nebraska Highway 2
Walnut Street	Locust Street / Charles Street Intersection	Fourth Street
Webb Road	South Intersection with U.S. Highway 281	North Intersection with U.S. Highway 281
Wheeler Street	Fourth Street	Capital Avenue
Wild Wood Road	380 Feet West of Elk Drive (City Limits)	610 Feet East of Gold Core Drive (City Limits)

SECTION 2. Section 22-113 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

ORDINANCE NO. 9087 (Cont.)

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

Enacted: November 14, 2006.

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Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item F2

**#9088 - Consideration of Vacating a 25' Utility / Trail Easement  
along Lots Five (5) and Six (6) of Cedar Ridge Second Subdivision  
(GILD Investments, LLC)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** November 14, 2006

**Subject:** Consideration of Vacating a 25' Utility/Trail Easement along Lots Five (5) and Six (6) of Cedar Ridge Second Subdivision (GILD Investments, LLC)

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

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

## **Background**

Vacation of easements requires council action through passing of an ordinance.

## **Discussion**

The developer reconfigured the lots as platted in Cedar Ridge 2<sup>nd</sup> Subdivision with the platting of Cedar Ridge 3<sup>rd</sup> Subdivision. The 25' easement along Lots Five (5) and Six (6) of Cedar Ridge 2<sup>nd</sup> Subdivision has no utilities in it and is not needed for a trail; therefore, it can be vacated.

## **Alternatives**

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

1. Move to approve the ordinance vacating the Utility / Trail Easement.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

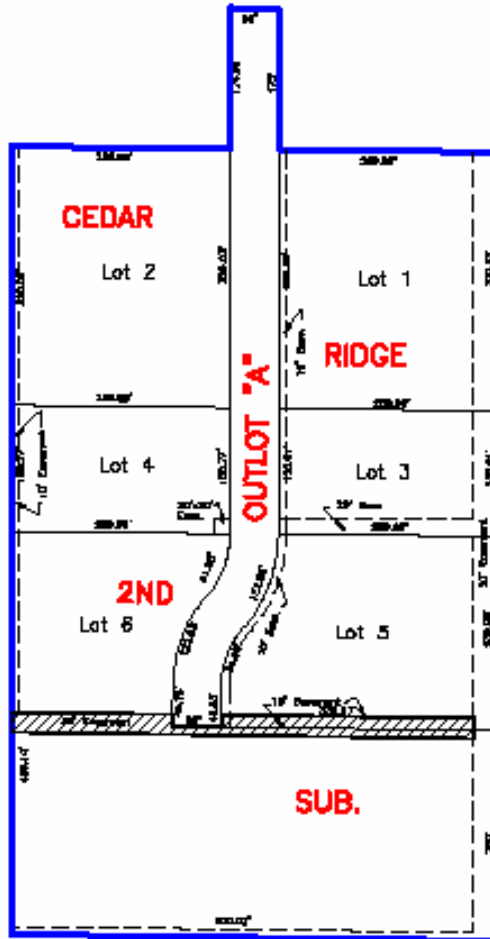
## **Recommendation**

City Administration recommends that the Council approve the Ordinance for the vacation of the easement.

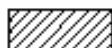
## **Sample Motion**

Motion to approve the vacation of the Utility/Trail Easement.

13th Street



storm sewer ditch



EASEMENT AREA VACATED

EXHIBIT "A"

**CITY OF**  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

DATE: 10/30/06  
DRN BY: L.D.C.  
SCALE 1"=200'

PLAT TO ACCOMPANY  
ORDINANCE

\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 9088

An ordinance to vacate a portion of an existing twenty-five foot (25') wide easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; 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 a portion of an existing twenty-five foot (25') wide easement on Lots Five (5) and Six (6) of Cedar Ridge Ridge Second Subdivision in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

The South Fifteen (15) feet of Lot Five (5), Cedar Ridge Second Subdivision, except the East Thirty (30) feet thereof and a portion of Lot Six (6) Cedar Ridge Second Subdivision in the City of Grand Island, Hall County, Nebraska, as shown on Exhibit "A" attached hereto.

is hereby vacated. Such easement to be vacated is shown and more particularly described on Exhibit A attached hereto.

Approved as to Form    ☐ \_\_\_\_\_  
November 8, 2006        ☐ City Attorney

ORDINANCE NO. 9088

SECTION 2. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: November 14, 2006.

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Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item F3

**#9089 - Consideration of Amended and Restated Participation Agreement for the Public Power Generation Agency Project**

Staff Contact: David Springer



# Council Agenda Memo

**From:** Dave Springer, Finance Director

**Meeting:** November 14, 2006

**Subject:** Approval of Ordinance Authorizing Amended and Restated Participation Agreement with Public Power Generating Agency

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

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

## Background

On August 9, 2005 by Resolution 2005-224, Council approved an inter-local agreement, participation agreement and bylaws governing the City of Grand Island's participation in the construction and operation of a new 220 MW coal fired power plant, Whelan Energy Center Unit 2, to be built adjacent to the existing Hastings plant. The governing agency, Public Power Generating Agency (PPGA), is a body made up of representatives from each of the project participants.

## Discussion

In the course of preparing for a February 2007 bond issue, PPGA's bond counsel, Hawkins, Delafield & Wood and their underwriters, Bear, Stearns & Co. have advised that certain changes to wording and connotations in the Participation Agreement would be seen in a more favorable light by the rating agencies who judge the credit worthiness of PPGA and it's participants. This in turn, helps establish the interest rates on the bonds, and ultimately, the cost of the debt to PPGA. Some of the statements stressed are:

- PPGA pledges it's revenues as security for the indebtedness and no member has the right to mortgage or grant a security interest in it's share of the project.
- The participants will set rates sufficient to meet all obligations.
- That the participant's obligation to make payment under the agreement is limited to electric system revenues.

The revisions to the Participation Agreement with PPGA have been reviewed by the City's bond attorney at Baird Holm, and deemed satisfactory. Attached is a letter from Richard Petersen to that effect.

## **Alternatives**

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

1. Approve the revisions to the PPGA Participation Agreement.
2. Disapprove the revised agreement.
3. Refer the issue to a Committee
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council authorize the Mayor to execute the revised Participation Agreement.

## **Sample Motion**

Motion to approve the ordinance authorizing amended and restated Participation Agreement with Public Power Generation Agency.

PUBLIC POWER GENERATION AGENCY

PARTICIPATION AGREEMENT

Approved: September 1, 2005  
Amended: October 5, 1006

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AMENDED AND RESTATED  
PARTICIPATION AGREEMENT

BETWEEN

GRAND ISLAND UTILITIES

AND

PUBLIC POWER GENERATION AGENCY

This Amended and Restated Participation Agreement (Agreement) is made and entered into this 5th day of October, 2006, by and between Grand Island Utilities, acting for and on behalf of the City of Grand Island, Nebraska, and the Public Power Generation Agency (PPGA), a non-profit joint entity authorized by the State of Nebraska, pursuant to Section 18 of Article XV of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska §§13-801 et seq., R.R.S. Nebraska, 1997, as amended (the "Interlocal Cooperation Act").

PREAMBLE

This Agreement represents the joint efforts of the public power entities (Members), as shown in Exhibit A, attached hereto, that formed PPGA. The purpose of this Preamble is to explain, in summary form, how this Agreement came about and the intentions of the Members so that the balance of this Agreement may be better understood and interpreted in light of the understandings of the Members.

Each of the Members either owns or operates electric generation, transmission and transformation facilities, or is obligated to provide electric capacity and related energy for its customers or its member systems. The Members have determined that it is in their mutual best interest to join together in the construction of Whelan Energy Center Unit 2 (WEC 2), and to share the costs and benefits to be realized from this Project.

At the outset, the Members considered the question of whether this Agreement should be drafted so as to encompass each and every conceivable situation and make provisions therefor or, on the other hand, to vest in the PPGA Board of Directors the ultimate responsibility for WEC 2, with the Project Construction Manager to have responsibility for construction of WEC 2 and the Project Operating Agent to thereafter have responsibility to operate WEC 2. It was also contemplated by the Members that committees would be created from time to time, either by appropriate resolution of the PPGA Board of Directors or by the various agreements that are contemplated. The Members determined they would prefer to have the PPGA Board of Directors retain ultimate responsibility, except as otherwise delegated to the Project Construction Manager, the Project Operating Agent, and such committees and task forces as might be created, and for that reason they determined that this Agreement should not encompass each and every conceivable situation. Therefore, if the Agreement fails to spell out in detail a particular item, it is not because the Members did not consider the matter, but, rather, because they felt they could

better determine the solution to a particular problem as the problem arose and as the PPGA Board of Directors then determined how and in what manner it should be handled. The broad, general principles and the relationships between the Members are covered by this Agreement and are intended to establish the general principles by which a particular situation is to be resolved.

This entire Agreement should, therefore, be interpreted in light of a broad, general principle which prevails throughout, namely, that each of the Members has entered into this Agreement in the utmost of good faith and with the intention that each of the Members shall mutually share in the costs and benefits arising by reason of this Project as their interests appear. Ambiguity should be resolved in such manner as to provide the greatest benefit to each of the Members while imposing the least detriment upon any individual Member. Moreover, this Agreement should be further interpreted in light of the further principle that each of the Members has entered into this Project with the understanding and belief that no one individual Member is to profit or gain at the expense or detriment of any other Member except as may otherwise be specifically provided for in this Agreement or hereafter agreed to by the various Members.

PPGA has selected Hastings Utilities as the Project Construction Manager and Project Operating Agent for the reason that PPGA believes that Hastings Utilities is qualified and possesses the greatest amount of local resources to act as the Project Construction Manager and Project Operating Agent. It should, however, be kept in mind that Hastings Utilities will serve as the Project Construction Manager and Project Operating Agent until such time as Hastings Utilities resigns or is removed by the PPGA Board of Directors, as outlined in this Agreement. It should also be noted that Hastings Utilities is not being compensated over and above costs of services rendered by it for performing such duties and should, therefore, be viewed as one of the Members that has agreed, for and on behalf of PPGA and its Members, to perform a further duty. It is understood among the Members that Hastings Utilities, acting as either Project Construction Manager or Project Operating Agent, is to be responsive to the directions of the PPGA Board of Directors and does not have the right to act unilaterally under this Agreement except to the extent and for the specific purposes which are provided for in this Agreement and other Project Agreements or which may be delegated to it by the PPGA Board of Directors from time to time. The Members further contemplated that additional agreements may be necessary to carry out the intent of this Agreement, and unless otherwise specifically provided for, such additional agreements should be interpreted in light of this Preamble and the provisions of this Agreement.

## SECTION 1: MEMBERS

1.01 Members to this Agreement are shown in Exhibit A, attached hereto.

## SECTION 2: RECITALS

2.01 PPGA is authorized and empowered under the Interlocal Cooperation Act to purchase or lease or build any plant, works, systems, facilities, and real and personal property for any public purpose, together with all parts thereof and appurtenances thereto, used or useful in the finance, generation, production, transmission, conservation, transformation, distribution, purchase or sale of electric capacity and energy, or any interest therein or right to capacity thereof, and to purchase electric capacity and energy from any source located within and without the State of Nebraska.

2.02 PPGA intends to construct a coal-fired electric generating facility and associated transmission facilities known as the Whelan Energy Center 2 (WEC 2). PPGA shall be required to certify, after performance tests, the net output of WEC 2. WEC 2 is intended to be no less than 220 net megawatts (220 MW) under specified operating conditions. The PPGA Board of Directors shall be responsible for accrediting the Project Output with the Mid-Continent Area Power Pool (MAPP) or successor organization.

2.03 PPGA is comprised of the public power entities as shown in Exhibit A, attached hereto, and as may be modified from time to time by the PPGA Board of Directors.

2.04 As the owner of the Project, PPGA shall issue revenue bonds to finance the entire construction and related start up costs of the Project.

2.05 The Member desires to enter into a Participation Agreement that is mutually beneficial.

### SECTION 3: DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

3.01 "*Accounting Practice*" shall mean accounting principles, methods and terminology followed and construed, as nearly as practicable, in conformity with the pronouncements of the Financial Accounting Standards Board, the Governmental Accounting Standards Board, and the Federal Energy Regulatory Commission Uniform System of Accounts for Class A and Class B public utilities.

3.02 "*Bond Document*" shall mean, collectively, all resolutions and indentures of PPGA authorizing and providing with respect to debt issued by PPGA to finance the Project.

3.03 "*Bond-Related Costs*" shall mean all costs payable by PPGA under, pursuant to or through the Bond Document, or otherwise directly or indirectly related to the financing of the Project, or any deposits required to be made under the Bond Document.

3.04 "*Capacity*" shall mean the electrical ratings expressed in net megawatts (MW) and megavolt-amperes (MVA).

3.05 "*Commercial Operation Date*" means 12:01 a.m. on the first day of the month following the day when WEC 2 is ready to deliver Project Output, and the same has been tested and is ready to be placed in continuous normal operation. The Project Construction Manager and Project Operating Agent will notify PPGA and its Members when the Commercial Operation Date of WEC 2 has been determined.

3.06 "*Energy*" shall mean electric energy measured in kilowatt-hours (kWh) or megawatt-hours (MWh).

3.07 "*Energy-Related Costs*" shall mean those costs directly relating or proportional to the production of energy as defined in Exhibit B of this Agreement.



3.08 “*Entitlement*” shall mean each Member’s share of the output of WEC 2, expressed in terms of Capacity, and determined by multiplying the Net Effective Generating Capability of the Unit by such Member’s Entitlement Share, together with the Energy associated with such Capacity.

3.09 “*Entitlement Share*” shall mean the percentage of undivided interest of each Member in the Project as reflected in the then current version of Exhibit A.

3.10 “*Member(s)*” shall mean an entity that is a signatory of the Interlocal Agreement of Public Power Generation Agency, a non-profit joint entity created pursuant to and in accordance with the Interlocal Cooperation Act of the State of Nebraska §§ 13-801 et seq., R.R.S. Nebraska, 1997, as amended, and a signatory of this Participation Agreement.

3.11 “*Minimum Net Generation*” shall mean the minimum level of Project Output expressed in net kWh at which the Unit may be operated at any time as determined by the Project Operating Agent.

3.12 “*Net Effective Generating Capability*” shall mean the maximum continuous ability of the Unit to produce Project Output which is available to the Members at the high voltage terminals of the generator step-up transformers, at any given time, less any remaining auxiliary requirements, defined as Project Station Power.

3.13 “*Net Energy Generation*” shall mean the total energy scheduled by and delivered at any hour to the Members from WEC 2.

3.14 “*Non-Member*” shall mean any entity that has **not** executed the PPGA Interlocal Agreement, but has entered into a Purchase Power Agreement, and is listed on Exhibit A of this Agreement.

3.15 “*Point of Delivery*” shall mean the transmission lines connected to the Project Substation at which the Members are to receive delivery of Project Output under normal operating conditions as generally described in Exhibit C.

3.16 “*Project*” shall mean the WEC 2 Unit, the Point of Delivery, the WEC site, and all property, facilities, structures, land, water, fuel, and any rights or interests therein, which are generally described in Exhibit D attached hereto, together with any other property, facilities, structures, land, water, fuel, and any rights or interests related to or in the furtherance of the foregoing, whenever acquired.

3.17 “*Project Agreements*” shall include, but not be limited to, this Agreement, the Interlocal Agreement and related Bylaws, Project Construction Manager agreement, Project Operating Agent agreement, Purchase Power Agreement, Bond Document and any other agreement in furtherance of and not inconsistent with this Agreement and as may be adopted or amended from time to time by the PPGA Board of Directors.

3.18 “*Project Construction Manager*” shall mean the entity designated herein to be responsible for the construction and completion, but not the operation and maintenance, of the Project in accordance with the Agreement.

3.19 “*Project Operating Agent*” shall mean the entity designated herein to be responsible for the operation and maintenance, but not the construction and completion, of the Project in accordance with this Agreement.

3.20 “*Project Output*” shall mean the Capacity and related Energy of the Unit which, at any time, can be delivered and made available to the Point of Delivery less any auxiliary requirements defined as Project Station Power.

3.21 “*Project Station Power*” shall mean the Capacity and related Energy required to operate all of the auxiliary equipment, such as pumps and motors, that is required to generate the net output of the Project. Some Capacity and Energy consumption necessary to provide Project Station Power may require an allocation between the Project and WEC 1, as determined by the PPGA Board of Directors, in coordination with Hastings Utilities and Exhibit E of this Agreement.

3.22 “*Project Substation*” shall mean the 115 kV substation to which the high-voltage terminal of the Unit’s step-up transformer is connected.

3.23 “*Project Work*” shall mean engineering, design, contract preparation, purchasing, construction, supervision, expediting, inspection, legal services, accounting, testing, protection, operation, repair, maintenance, replacement, reconstruction, or use of and for the Project, and any other work as approved by the PPGA Board of Directors.

3.24 “*Prudent Utility Practice*” shall mean any of the practices, methods and acts which, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. In applying the standard of Prudent Utility Practice to any matter under this Agreement, equitable consideration should be given to the circumstances, requirements and obligations of each of the parties. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method or act at the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition.

3.25 “*Purchase Power Agreement*” shall mean a contract between PPGA and a Non-Member for the purchase of Project Output. Terms and conditions of the purchase of output by a Non-Member must be unanimously approved by the PPGA Board of Directors. All Purchase Power Agreements that are unanimously approved by the PPGA Board of Directors shall be listed on Exhibit A of this Agreement.

3.26 “*Shared Facilities*” shall mean plant or facilities which are used in connection with the construction or operation of WEC 2 and which are constructed, acquired or otherwise owned or used as part of the existing WEC 1, or otherwise constructed on or near the site of WEC 1 or WEC 2 for the benefit of WEC 2, together with real property and easements and other rights therein used in connection with the construction or operation of WEC 2. Shared Facilities shall specifically include, without limitation, the property delineated in Exhibit E attached hereto.

3.27 “*Unit*” shall mean the nominally rated 220 MW coal-fired electric generating facility and the associated auxiliary and accessory systems and equipment required for the production of electrical energy at WEC 2 as defined below.

3.28 “*WEC*” shall mean Whelan Energy Center, 4520 East South Street, Hastings, Adams County, Nebraska.

3.29 “*WEC 1*” shall mean the existing coal-fired electric generating facility and associated transmission facility located at Whelan Energy Center, 4520 East South Street, Hastings, Adams County, Nebraska.

3.30 “*WEC 2*” shall mean the nominally rated 220 MW coal-fired electric generating facility and associated substation facilities located at Whelan Energy Center, 4520 East South Street, Hastings, Adams County, Nebraska, and relates to the acquisition, development, construction, finance, management, distribution and sale of energy by the most cost-effective and reliable means available.

3.31 “*Willful Action*” shall mean an act or omission of a party by an officer, director, employee, and agent and is knowingly or intentionally done with conscious indifference or with the expectation that injury could reasonably result and, also for material default of any Project Agreement which has not been cured or continues beyond a reasonable time.

#### SECTION 4: OWNERSHIP OF PROJECT

4.01 The Members agree that PPGA will own or have the right to use and will control the Project. Any and all costs of the Project, including Bond-Related Costs and capital improvements, as approved by the PPGA Board of Directors, shall be paid by the Members in accordance with provisions set forth in this Agreement. Prior to the Commercial Operation Date, such costs shall be included in the Project Construction Manager’s budgets and be payable through the Project Construction Manager agreement, and thereafter such costs shall be included in the Project Operating Agent’s budgets and be payable through the Project Operating Agent agreement.

4.02 Each Member waives any right to partition the Project or any component thereof, whether by partition in kind or by sale and division of the proceeds. Each Member further waives any right which it may have to resort to any action in law or equity to partition the Project, and further waives the benefits of all laws that may now or hereafter authorize such partition until such time as this Agreement is terminated.

4.03 No Member shall have the right at any time to mortgage, create or provide for a security interest in, or convey in trust all or any part of its Entitlement Share in the Project, unless such right is specifically granted by the PPGA Board of Directors.

## SECTION 5: ADMINISTRATION

5.01 Except as otherwise provided in this Agreement and in any other Project Agreements, the financing, administration, construction, completion, and operation and maintenance of the Project shall be the responsibility of the PPGA Board of Directors, which shall be governed by the PPGA Interlocal Agreement and Bylaws.

5.02 The PPGA Board of Directors may delegate its authority in writing to the Project Construction Manager, the Project Operating Agent, or any committee or persons, specifically or generally, as the PPGA Board of Directors may from time to time deem appropriate.

5.03 The Project Construction Manager and the Project Operating Agent shall be Hastings Utilities until such time the Project is decommissioned or Hastings Utilities resigns or is removed, as outlined in Section 20 of this Agreement. The Project shall be constructed in accordance with the Project Construction Manager agreement and operated in accordance with the Project Operating Agent agreement to be entered into by the PPGA Board of Directors. The Project Construction Manager agreement generally shall: specify that the Project shall be designed and constructed in a manner that minimizes total life cycle costs to the Participants, while ensuring that the Project performance meets or exceeds the specifications for unit performance, heat rate, net plant output, and environmental compliance; specify a bidding and procurement procedure that is consistent with Section 18 of Article XV of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska §§13-801 et seq., R.R.S. Nebraska, 1997, as amended (the "Interlocal Cooperation Act"); specify that the Project Construction Manager shall implement the approach to engineering, procurement and construction contracting methods as directed by the PPGA Board; set forth procedures to be followed during the start-up period; and include such other matters as the PPGA Board of Directors deem appropriate for inclusion in such agreement. The Project Operating Agent agreement generally shall: specify that the Project Operating Agent will operate and maintain the Project in a manner that, consistent with Prudent Utility Practice, minimizes the total life cycle costs to the Participants; specify that the Project Operating Agent will work to ensure higher unit availability than other similar generating units, provided that it does not degrade the long-term reliability of the Project; specify that the Project Operating Agent will operate the plant in a manner consistent with Federal, state and local laws, including operating the plant within the environmental emissions limits established in the Unit's Prevention of Significant Deterioration permit; describe the manner in which Project Output shall be scheduled by Members in accordance with this Agreement; set forth the procedures to be followed in the event of an operating emergency; and include such other matters as the PPGA Board of Directors deem appropriate for inclusion in such agreement.

5.04 All actions or determinations made by the PPGA Board of Directors shall be reduced to writing.

5.05 None of the committees or task forces established shall have authority to modify any of the terms, covenants or conditions of the Project Agreements.

5.06 Whenever any act is required to be performed under the terms of this Agreement and the manner in which such act is to be performed is not otherwise specifically detailed, such act shall be performed in accordance with Prudent Utility Practice.

## SECTION 6: DISPOSITION OF PROJECT OUTPUT

6.01 Each Member shall be entitled to schedule Project Output from the Unit and shall be entitled to receive such Project Output as scheduled at its designated Point of Delivery, subject to the provisions of this Agreement, up to the amount of its Entitlement in the Project, such being its share of the output of the Unit available at any given time, as defined in Exhibit A. Each Member shall be responsible for any and all transmission arrangements necessary to deliver Project Output to its respective load obligations, including but not limited to any arrangements and obligations of the Nebraska Public Power District control area and any North American Electric Reliability Council (NERC) region or its successor.

6.02 During the Project testing and start up phase only, the Project Construction Manager agrees to re-market the Energy associated with the tests to Members and other regional utilities to obtain the maximum possible revenues. Said revenues will be used to offset the final costs of start up for PPGA and its Members.

6.03 Except as outlined in Section 6.02 above, at no time shall any Member schedule from the Unit an amount of Capacity in excess of its Entitlement. Each Member further agrees that at such times the Unit is available to provide Project Output, the Project Operating Agent shall have the right but not the obligation to require each Member to schedule and take minimum delivery in proportion to its Entitlement Share as necessary to meet Minimum Net Generation.

6.04 Operation of the Unit by the Project Operating Agent and a Member's right to receive the output thereof shall be subject to scheduled outages or curtailments, operating emergencies, and unscheduled outages or curtailments of the Unit.

6.05 No Member is entitled to receive delivery of its Entitlement at points other than the designated Point of Delivery, except pursuant to Section 7 of this Agreement.

6.06 All Members are entitled to utilize the Project Output, in proportion to their Entitlement Shares, in providing ancillary transmission services as may be required to meet their control area obligations from the Project within operating limits of the Unit, as reviewed and recommended by the Project Operating Agent and approved by the PPGA Board of Directors.

## SECTION 7: POINT OF DELIVERY

7.01 The Point of Delivery shall be designed, constructed or otherwise acquired and operated with the objective of permitting each Member to receive under normal operating conditions its Entitlement from the Unit at the designated Point of Delivery as noted in Exhibit C of this Agreement.

7.02 The Project Output shall be deemed delivered from the Project at the Point of Delivery as noted in Exhibit C of this Agreement, which may be modified from time to time by the PPGA Board of Directors.

7.03 Each Member shall have the right to use the Point of Delivery to receive Project Output under normal operating conditions in an amount equivalent to its Entitlement in the Unit or to utilize the Point of Delivery for such use without regard to the origin, source, ownership or type of generation used to produce such Project Output. The Project Operating Agent shall utilize the unused capacity in the Point of Delivery for the period of such replacement for the benefit of the Project at no added cost to any Member.

7.04 To the extent that it may be able to do so, each Member shall be entitled to interconnect its transmission system or arrange for the interconnection of the transmission system of a third party with the designated Point of Delivery, and the costs of such interconnection shall be paid by such Member; provided, however, that inability to interconnect shall not relieve such Member from paying for its share of the cost of the Point of Delivery or other Project costs agreed to by the PPGA Board of Directors.

7.05 As part of the Project Construction, certain 115 kV transmission improvements are planned, both external and internal to Hastings Utilities. Although the Point of Delivery is defined as the Project Substation, parallel paths exist to interconnected utilities. In the event of an outage or curtailment of any circuit or element associated with the Point of Delivery, Hastings Utilities shall make every reasonable effort to furnish temporary alternate service through other circuits or elements of Hastings Utilities' 115 kV transmission system. In the event of an outage or curtailment, the Project Operating Agent shall make every reasonable effort to furnish alternate service to all Members over any available parallel transmission path, system, or facility. There will be no separate charge from Hastings Utilities to any Member for service provided pursuant to this Section 7.05, except for compensation in Energy for additional losses that may be incurred as a result of providing such alternate service. The cost of obtaining such alternate transmission service shall be paid by the Member or Members receiving the alternate service. These costs shall be invoiced, proportional to use, as a separate charge only for those Members that utilize the alternate service.

7.06 Upon approval of the PPGA Board of Directors, a Member may, at its own expense, make interconnections to the Point of Delivery at points other than the then current Point of Delivery as noted in Exhibit C. Such agreement shall specify the terms and conditions under which such interconnections may be made and the charges to the interconnecting Member, if any. Such interconnections will not negatively affect any of the Members' ability to transfer Project Capacity from the Point of Delivery.

## SECTION 8: CONSTRUCTION SCHEDULES

8.01 The Project Construction Manager shall proceed with construction of the Project with the objective of having each component completed and available for start-up operation and energization for test date and for Date of Commercial Operation as specified in Exhibit F.

## SECTION 9: CONSTRUCTION COSTS AND FINANCING METHOD

9.01 Construction costs of the Project shall include all payments made and obligations incurred or as otherwise authorized by the PPGA Board of Directors or its designee or designees for or in connection with the construction and start up of the Project including but not limited to those costs specified in Exhibit G hereto.

9.02 The construction costs of the Project shall be shared and paid for by the Members in proportion to their Entitlement Shares. As the owner of the Project, it is the intent of this Agreement that PPGA may use short-term financing prior to the issuance of revenue bonds to finance the entire construction and related start up costs of the Project. It is also the intent of this Agreement that PPGA shall secure such long-term financing no later than the date the contract for the boiler system is awarded or when construction and related costs and operation and maintenance costs exceed six million dollars (\$6,000,000), whichever occurs first, as reflected by the PPGA Board's approval for expenses relating to this Agreement.

9.03 Until such time as PPGA issues debt for the Project, each Member shall advance its share of construction costs when due so that the Project Construction Manager in its capacity as such shall not have to advance any funds on behalf of any Member. After the Commercial Operation Date, set forth in Exhibit F, each Member shall pay expenses when due in accordance with Section 11.05 of this Agreement and Exhibit B. In any event, each Member shall pay Bond-Related Costs when due in accordance with Sections 11.04 and 11.05 of this Agreement.

9.04 It is the intent of this Agreement that when PPGA issues financing for the Project, all PPGA Board approved expenses paid by each Member as part of this Agreement shall be included in the long-term debt financing. It is also the intent that once PPGA issues long-term debt financing for the Project that each Member shall be reimbursed for all PPGA Board approved expenses paid as part of this Agreement that were paid prior to PPGA's long-term debt financing.

## SECTION 10: OPERATION AND MAINTENANCE COSTS

10.01 Operation and maintenance costs shall include all payments made and obligations incurred pursuant to Exhibit B or as otherwise authorized by the PPGA Board of Directors or its designee or designees for or in connection with the operation and maintenance of the Unit or component of the Point of Delivery subsequent to the Commercial Operation Date thereof, as specified in Exhibit F, but excluding Energy-Related Costs, and shall be shared by the Members in proportion to their Entitlement Shares. The amount of fuel required for active storage and the initial emergency fuel storage, the rate of fuel consumption for Project Station Power operation and the costs of start-up shall be determined in accordance with procedures to be established by the PPGA Board of Directors.

## SECTION 11: PAYMENT OF EXPENSES

11.01 Each Member agrees that all invoices issued by the Project Construction Manager or the Project Operating Agent, on behalf of PPGA, shall at all times be deemed to be ordinary and necessary costs of the Member. Each Member agrees that it will fix, charge and collect

rates, fees and charges for electric power and energy and other services, facilities and commodities sold, furnished or supplied through the facilities of its electric utility system at least sufficient, together with other available moneys, to provide revenues adequate to meet its obligations under this Agreement and to pay any and all other amounts payable from such revenues, including, but not limited to, amounts sufficient to pay the principal of and interest on all debt heretofore or hereafter issued by the Member to finance its electric utility system and payable from such system revenues and all costs of operation and maintenance of such system. The Members shall be obligated to make all payments under this Agreement irrespective of whether Project Output is provided or produced or delivered to any Member or whether the Project is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction or curtailment of the Project Output or other output or services of the Project. Uncontrollable forces, as defined in Section 23.01 hereof, shall not excuse any payment by Members required by this Agreement.

11.02 Once PPGA has secured financing for the construction of the Project, the Project Construction Manager and Project Operating Agent shall, upon approval of the PPGA Board of Directors, be authorized to transfer the PPGA financing proceeds to pay invoices and shall notify each Member monthly of all approved invoices that have been paid.

11.03 The Project Construction Manager and the Project Operating Agent shall prepare annual budgets for the succeeding calendar year on or before October 1 of each year and submit the same to the PPGA Board of Directors for approval. The Project budget shall be for the calendar year schedule. The budget of the Project Construction Manager shall set forth anticipated construction costs and Bond-Related Costs, to the extent not capitalized, and a schedule as to when it is anticipated that funds to pay such costs will be required by the Project Construction Manager from the Members or PPGA financing proceeds. The budget of the Project Operating Agent shall set forth PPGA's anticipated Bond-Related Costs, capital requirements, operating and maintenance costs, and decommissioning costs, as well as anticipated Energy-Related Costs, and such budget shall also set forth a schedule as to when it is anticipated that funds to pay such costs will be required by the Project Operating Agent from the Members. Upon approval by the PPGA Board of Directors, such budgets shall constitute the basis for the Project Construction Manager's and Project Operating Agent's determinations of funds due under Sections 11.04 and 11.05 of this Agreement; provided, however, that if the PPGA Board of Directors fail to approve a budget within ninety (90) days from original budget submission, the Project Construction Manager or Project Operating Agent may proceed to notify PPGA and its Members of sums it deems due pursuant to Sections 11.04 and 11.05 of this Agreement and collect the same.

11.04 No later than December 1 of each year, prior to the effective date of the Project Construction Manager's proposed annual budget which shall start January 1 prior to the Commercial Operation Date, the Project Construction Manager shall notify PPGA and its Members of the estimated monthly expenditures for the succeeding month. Until such time as PPGA secures financing for the Project, as outlined in Section 9 above, and thereafter with respect to Bond-Related Costs until the Commercial Operation Date, the Project Construction Manager shall issue monthly invoices, based on the estimated monthly expenditures for the succeeding month, to each Member and each Member shall pay to the Project Construction



Manager within thirty (30) days of such monthly invoice, or within such longer or shorter period as may be approved by the PPGA Board of Directors, its share of such expense. If at any time it is determined that a Member has made advances which are greater or less than its share of the estimated expenditures, the difference shall be paid, refunded, or credited as determined by the Project Construction Manager within a reasonable time after such determination.

11.05 Effective immediately upon the Commercial Operation Date, and each month thereafter, the Project Operating Agent shall invoice each Member for the actual monthly expenditures for the Project for the prior month to the extent not payable pursuant to Section 11.04 of this Agreement, and each Member shall pay to the Project Operating Agent, within thirty (30) days of such monthly invoice, its share of such expense; provided, however, that Bond-Related Costs may be invoiced and shall be payable in advance as required. Expenses reimbursed by the Member for Energy-Related Costs will be adjusted, if required, pursuant to Exhibit B, by the Project Operating Agent in the next monthly billing, and expenses reimbursed by the Member for Bond-Related Costs and operating and maintenance costs, other than Energy-Related Costs, will be adjusted, if required, by the Project Operating Agent no later than February 28 following each year. No later than March 31 following each year, the Project Operating Agent shall submit to PPGA and its Members an accounting for such year showing all amounts received and expended for Bond-Related Costs and operating and maintenance costs. Adjustments shall be made among the Members, if required, pursuant to Exhibit B or with respect to Bond-Related Costs, so that all costs incurred for such purposes will have been shared by each Member in accordance with this Agreement. Notwithstanding the foregoing, the PPGA Board of Directors may require invoices and payments on a different basis or bases, or at a different time or times, as it deems necessary or advisable, but only after written notice to each Member.

11.06 Funds received hereunder by the Project Construction Manager and the Project Operating Agent from the Members will be held in a separate account in PPGA's name and expended on PPGA's behalf in accordance with the Project Agreements. Such funds will be deposited in working capital accounts, and the Project Construction Manager and the Project Operating Agent will use their best reasonable efforts to lawfully invest such funds as are not immediately needed pending future use of such funds in direct general obligations of or obligations unconditionally guaranteed by the United States of America or obligations of any agency of the United States of America or certificates of deposit of any national or state bank or trust company to the extent that such deposits are insured by the Federal Deposit Insurance Corporation or issued by a state-owned bank or other financial instrument as approved by the PPGA Board of Directors. All accounts with balances exceeding the limits of coverage provided by the Federal Deposit Insurance Corporation shall be secured by direct obligations of or obligations unconditionally guaranteed by the United States of America or obligations of any agency of the United States of America or by surety bond or insurance approved by the PPGA Board of Directors. The Project Construction Manager and the Project Operating Agent shall account at least annually to PPGA and its Members. Any interest on funds held in PPGA's name shall be applied as a credit to each Member's future expense obligation.

11.07 The Project Construction Manager shall promptly inform PPGA and its Members in writing of the Commercial Operation Date of the Unit. Within ninety (90) days thereafter, the

Project Construction Manager shall furnish the PPGA Board of Directors with a detailed description of the Unit, a complete summary of all construction costs incurred in connection with such Unit, a summary of PPGA's and each Member's advanced funding toward such costs, a statement as to the additional funding which was paid back to or collected from each Member, and a summary as to the manner in which such funding was paid back or collected in accordance with the provisions in Section 9.02 of this Agreement. The PPGA Board of Directors shall thereupon determine the additional funding to be paid back to or collected from each Member, and the manner in which such funding shall be paid back or collected. Any such funding shall be paid back to or collected from the Members so that all construction costs shall be ultimately paid by PPGA and the long-term obligation is shared by each Member on the basis of its Entitlement Share. Once PPGA secures its debt, as referenced in Section 9.02 of this Agreement, the Project Construction Manager shall pay back to each Member any difference between total advances made by it and its share of the total construction costs of such Unit, in accordance with Section 9.04 of this Agreement. Within six (6) months after the Commercial Operation Date of the Unit, PPGA shall complete Exhibit D to this Agreement, in recordable form, which exhibit shall describe with particularity and detail the facilities and other property then constituting the Project not specifically described at the effective date of this Agreement in the exhibits hereto. Whenever additional facilities or other property, exceeding an amount as established by the Board of Directors, are acquired for the Project, which are not already specifically described in this Agreement or exhibits hereto, PPGA shall update Exhibit D to this Agreement, in recordable form, which exhibit shall describe with particularity and detail the facilities and other property then constituting the Project not specifically described at the effective date of this Agreement in the exhibits hereto.

## SECTION 12: TAXES

12.01 If any taxes or assessments are levied or assessed on the Project, it shall be the responsibility of the PPGA Board of Directors to establish equitable practices and procedures for the apportionment among the Members of such taxes and assessments and the payment thereof.

## SECTION 13: RIGHT OF FIRST REFUSAL

13.01 Should any Member desire to transfer its Entitlement Share in the Project or any part thereof to any entity, each remaining Member shall have the Right of First Refusal to purchase such Entitlement Share by matching the terms and conditions of a written offer to purchase such Entitlement Share from that Member's Entitlement Share.

13.02 A written offer shall consist of the exact payment terms for transfer of said Entitlement Share in the Project, written verification that the Entitlement Share will transfer to an entity that is eligible to join PPGA as a Member, and verification that the proposed new Member has indicated in writing its willingness to accept all current and future obligations, including decommissioning, on behalf of the existing Member.

13.03 Such written offer shall be confirmed in writing by the Member desiring to transfer such Entitlement Share and such Member shall notify PPGA in writing for PPGA's consideration as provided hereafter.

13.04 At least one (1) year prior to the date when the intended transfer is to be consummated under Section 13, the Member desiring to transfer shall serve written notice of its intention to do so upon PPGA. Such notice shall contain the proposed date of transfer, the terms and conditions of the transfer including the name and written offer of the proposed transferee, and all other information required by Section 13.02 hereof.

13.05 Each Member shall have the option to purchase all or any part of the Entitlement Share to be transferred and shall exercise said option by serving written notice of its intention upon PPGA and all other Members within six (6) months after service of the written notice of intention to transfer given pursuant to Section 13.04 hereof.

13.06 If more than one Member desires to purchase such Entitlement Share, unless otherwise agreed to by the Members desiring to purchase, such Entitlement Share shall be transferred in the ratio that the Entitlement Share of each such Member desiring to purchase bears to the total Entitlement Shares of those Members desiring to purchase.

13.07 The Members which exercised their option to purchase less than the entire Entitlement Share to be transferred shall have the option to purchase the remaining Entitlement Share to be transferred in the ratio of their Entitlement Shares, which such option shall be exercised by serving written notice of such election upon the Member desiring to transfer, within thirty (30) days after the receipt of the notice given pursuant to Section 13.05 hereof.

13.08 Any transfer of a Member's Entitlement Share or any portion thereof must receive unanimous approval of the PPGA Board of Directors.

13.09 Any transfer of less than a Member's entire Entitlement Share, which would have the effect of increasing the number of Members in the Project after the transfer is completed, must receive unanimous approval of the PPGA Board of Directors.

13.10 The purchase of the Entitlement Share by the Members having elected to purchase the same shall be fully consummated within one (1) year following the date upon which the initial notice was given under Section 13.04 hereof, unless the Members are then diligently pursuing applications for required authorizations or approvals to effect such transfer or are then diligently pursuing or defending appeals from orders entered or authorizations issued in connection with such applications, in which event the transfer shall be consummated and the buyer shall tender payment within six (6) months following the date upon which the final order is entered or authorization issued in connection with such applications.

13.11 If the Members individually or collectively fail to exercise their option to purchase the entire Entitlement Share to be transferred, then the Member desiring to transfer shall serve written notice of this fact upon PPGA within ten (10) days after its receipt of the last of the written notices given pursuant to Section 13.07 hereof, or after the expiration of the six (6) month period referred to in Section 13.05 hereof, whichever is later.

13.12 If the Members fail to exercise their options to purchase all of the Entitlement Share to be transferred, the Member desiring to transfer such Entitlement Share shall be free to transfer the remainder of its Entitlement Share for which Members failed to exercise their

options to purchase to the entity that made the original offer to purchase, referred to in Section 13.04. Said offer to purchase shall be on the terms and conditions set forth in the written offer, with a prorated reduction considering the percentage of Entitlement Share transferred to Members pursuant to exercise of options to purchase. If such transfers are not consummated by the proposed date of transfer, as noted in Section 13.11, the Member desiring to transfer said Entitlement Share may complete such transfer without again giving notice pursuant to the provisions of Section 13.04.

13.13 To the extent a Member's Entitlement Share is transferred pursuant to this Section 13, such Member shall not be liable or obligated for the performance of the terms and conditions of the Project Agreements related to such Entitlement Share arising from events occurring subsequent to the time of transfer.

13.14 Notwithstanding any other provision of this Agreement, but subject to Section 17 of this Agreement, any entity acquiring or succeeding to an Entitlement Share of a Member shall take or acquire such Entitlement Share subject to all the terms and conditions of the Project Agreements, and shall assume and be responsible for all the outstanding obligations of the predecessor's Entitlement Share, and shall also acquire all the rights of its predecessor's Entitlement Share under said Agreements. Each such transferee shall make, execute and deliver any and all documents reasonably required by PPGA to implement such transfer, this subsection and the other provisions of this Agreement.

13.15 The amount of private activity allowed under the U.S. Internal Revenue Code for tax-exempt debt issued by PPGA shall be allocated among the Members as determined by the PPGA Board of Directors; provided, however, that Members may reallocate or arrange among themselves such private activity allocations with prior written notice to PPGA, all subject to Section 13.16 of this Agreement.

13.16 No Member shall engage in any transactions that might jeopardize the then current tax-exempt status of PPGA's debt obligation; provided, however, that if any such transactions are engaged in, the defaulting Member shall take such curative action as may be directed by the PPGA Board of Directors and any curative actions otherwise taken by the Member shall be subject to the prior approval of the PPGA Board of Directors consistent with any tax covenants contained in the Bond Document.

13.17 No Member shall transfer any portion of its Entitlement Share of Project Output for any period without the prior approval of the PPGA Board of Directors. Upon PPGA Board of Director approval of any and all transfers, Exhibit A of this Agreement shall be modified to reflect such change in Entitlement Shares.

13.18 No Member shall be relieved of any of its obligations under the Project Agreements by transfer under this Section 13 without the express prior written consent of the PPGA Board of Directors.

## SECTION 14: INSURANCE

14.01 Unless otherwise specified by the PPGA Board of Directors, during the construction stage PPGA shall procure or cause to be procured and maintain in force policies of comprehensive bodily injury and property damage liability insurance, all-risk builder's risk insurance, contractor's equipment all-risk floater insurance, employees' dishonesty bond, automobile liability insurance, workers' compensation insurance covering employees of the Project Construction Manager engaged in the performance of its responsibilities under the Project Agreements at the job site, and such other policies of insurance as are normally carried by utilities constructing facilities similar to the Project, on behalf of and in the name of PPGA and as approved by the PPGA Board of Directors.

14.02 Unless otherwise specified by the PPGA Board of Directors, during the operating stage PPGA shall procure or cause to be procured and maintain in force broad form steam insurance including reasonable expediting expenses, broad form boiler and pressure vessel insurance including expediting expenses, workers' compensation insurance covering employees of the Project Operating Agent engaged in the performance of its responsibilities under the Project Agreements at the job site, physical damage insurance, comprehensive bodily injury and property damage liability insurance, employees' dishonesty bond, automobile, liability insurance, and such other policies of insurance as are normally carried by utilities operating facilities similar to the Project on behalf of and in the name of PPGA or as approved by the PPGA Board of Directors.

14.03 PPGA shall be the named insured with the Members being named as additional insureds as their Entitlement Shares appear on all insurance and, when appropriate, the insurance shall carry cross-liability endorsements.

14.04 The insurable values, limits, deductibles, retentions and other special terms of Project insurance shall be determined by the PPGA Board of Directors prior to the placement of such Project insurance. The Project will be insured at full replacement value, unless and until the PPGA Board of Directors determines otherwise.

14.05 PPGA and its Members shall be furnished with a copy of certificates of insurance describing the insurance details of the Project, or a renewal thereof, together with a line sheet therefor (and any subsequent amendments) naming the insurers and underwriters and the extent of their participation.

14.06 Each of the Project insurance policies shall be endorsed so as to provide that all additional named insureds shall be given the same advance notice of cancellation or material change as that required to be given to the party having procured the policy.

## SECTION 15: DESTRUCTION

15.01 If the Project should be destroyed or substantially damaged, the PPGA Board of Directors shall decide whether or not it desires to decommission the Project.

## SECTION 16: LIABILITY, INDEMNIFICATION, AND CONTRIBUTION

16.01 Each Member shall be responsible for the consequences of its own Willful Action under this Agreement, and shall indemnify and hold harmless PPGA and its Members from the consequences thereof.

16.02 Any Member liable for damages resulting from its own Willful Action under this Agreement shall not be entitled to contribution or indemnification from PPGA or its Members and shall be solely liable for such damages to any other party suffering such damages including any Member herein.

16.03 Except for the liability resulting from Willful Action under this Agreement, the cost of discharging liability including defense costs imposed upon PPGA and/or one or more of the Members for which payment is not made by Project insurance shall be paid by the Members in proportion to their Entitlement Shares.

16.04 The provisions of this Section 16 shall not be construed to relieve any insurer of its obligation to pay insurance proceeds in accordance with the terms and conditions of valid and collectible Project insurance.

16.05 Except for any liability resulting from Willful Action under this Agreement, a Member shall have no liability to another Member or PPGA, and PPGA shall have no liability to any Member for any consequential, indirect, or special damages including loss of use or lost revenues.

## SECTION 17: COVENANTS REGARDING PROJECT AGREEMENTS AND DEFAULTS

17.01 In the event a Member or its successor is no longer a public agency, as defined in the Interlocal Cooperation Act, such Member's participation in PPGA is terminated immediately and the change from public agency status shall constitute a default. Upon such default, such Member shall be responsible for the costs of any necessary actions to preserve the tax exempt status of PPGA's debt obligations to the extent attributable to such default.

17.02 Each Member covenants to pay all monies and to perform all other obligations agreed to be paid or performed under the Project Agreements; provided, however, that monies due for such payment or performance shall be derived solely from the revenues of each Member's electric system and shall not constitute a general obligation of any Member.

17.03 Upon failure of a Member to make any payment when due or to perform any other obligation under the Project Agreements, the PPGA Board of Directors shall make written demand upon such Member to pay or otherwise perform. If the failure is not cured (a) within fifteen (15) days from the date of receipt of demand for payment in the case of failure to make payment to the Project Construction Manager or the Project Operating Agent under the Project Agreements, or (b) within forty-five (45) days from the date of receipt of demand for performance in the case of failure to perform any obligation other than pay money to the Project

Construction Manager or the Project Operating Agent under the Project Agreements, the failure shall constitute a default as of the expiration of the fifteen (15) or forty-five (45) day period.

17.04 If a Member disputes the existence or extent of any failure to make a payment to the Project Construction Manager or the Project Operating Agent under the Project Agreements, it shall nevertheless make such payment within the fifteen (15) day period provided in Section 17.03 under written protest directed to the PPGA Board of Directors. Such payments of a Member not made when due shall bear interest at such rate as shall be determined by the PPGA Board of Directors, but in no event in excess of the maximum legal rate of interest applicable to the defaulting Member.

17.05 This Section 17.05 shall apply only prior to the Commercial Operation Date. A Member in default for failure to make payment for more than one hundred twenty (120) days shall lose that portion of its Entitlement Share in the Project which shall equal 1.25 times the total costs unpaid by the defaulting Member divided by the total costs paid by all Members. The defaulting Member's Entitlement Share lost by operation of this Section 17 shall inure to and all costs associated therewith shall be borne by the non-defaulting Members in the ratio each such non-defaulting Member's Entitlement Share bears to the total of all non-defaulting Members' Entitlement Shares; provided, however, that the sum of such increases in Entitlement Share for any non-defaulting Member pursuant to this subsection shall not exceed, without the consent of the non-defaulting Member, an accumulated maximum of thirty percent (30%) of the non-defaulting Member's Entitlement Share prior to any such increases.

17.06 A Member in default for failure to make any payment to the Project Operating Agent under the Project Operating Agent Agreement shall have no right to any Project Output. Upon the failure of any Member to make any payment which failure constitutes a default under this Agreement, and except as transfers are made pursuant to Section 13 of this Agreement, the Entitlement Share of each non-defaulting Member shall be automatically increased for the remaining term of this Agreement *pro rata* (based on the Entitlement Shares of all non-defaulting Members) with those of the other non-defaulting Members and the defaulting Member's Entitlement Share shall be reduced correspondingly; provided, however, that the sum of such increases for any non-defaulting Member pursuant to this subsection, together with any increases for such non-defaulting Member pursuant to Section 17.05 of this Agreement, shall not exceed, without the consent of the non-defaulting Member, an accumulated maximum of thirty percent (30%) of the non-defaulting Member's Entitlement Share prior to any such increases. The date of default shall be established pursuant to Section 17.03. All or any portion of the Project Output associated with an Entitlement Share not transferred to non-defaulting Members pursuant to this subsection may be sold by PPGA to a Member or any other entity for any period(s), at any price(s) and on a short-term or long-term basis.

17.07 Nothing in this Section 17 shall be construed to relieve a defaulting Member of any liability for its default, except that its obligation to make payments associated with any lost Entitlement Share shall be discharged to the extent that other Members or other entities have made such payments.

17.08 In addition to the rights granted in this Section 17, PPGA and/or any Member may take any action in law or equity, including an action for specific performance, to enforce the Project Agreements in accordance with the terms thereof.

17.09 Notwithstanding any other provisions of this Section 17, if Hastings Utilities is the Member in default, Hastings Utilities shall continue to perform its duties as Project Construction Manager and Project Operating Agent in accordance with the Project Agreements until removed pursuant to Section 20.

#### SECTION 18: RESOLUTION OF DISPUTES

18.01 Other than disputes to be resolved as outlined in Section 17, any dispute, including but not limited to votes taken by the PPGA Board of Directors with which a Member does not agree, arising under the Project Agreements between or among any of the Members shall first be submitted to the PPGA Board of Directors for mediation by giving notice in writing to all Members describing the dispute, the issue or issues to be resolved and any special time restrictions of resolution of the dispute. Fifty (50) days after the PPGA Board of Directors has received notice of the dispute in writing, and whether or not the PPGA Board of Directors or its designee has mediated said dispute, PPGA or any of its Members shall have the right to bring suit in a court of law or equity of the dispute, provided, however, that if some legal requirement necessitates earlier resolution of the dispute, the fifty-day (50) day time period for mediation by the PPGA Board of Directors or its designee shall be shortened accordingly.

18.02 The rights and remedies of PPGA and its Members as set forth in this Agreement shall not be exclusive, except where otherwise indicated, and shall be in addition to all other rights of PPGA and its Members either at law or in equity.

#### SECTION 19: PENDING RESOLUTION OF DISPUTES

19.01 Irrespective of the pendency of any dispute, the Project Construction Manager or Project Operating Agent shall proceed with Project Work in accordance with the Project Agreements and the Members shall advance the funds required to perform such Project Work in accordance with the applicable provisions of the Project Agreements.

19.02 In the event it is determined by mediation or otherwise that a protesting Member is entitled to a refund of all or any portion of a disputed payment or payments with interest if applicable or is entitled to the payment of actual damages incurred in connection with a non-monetary default, then, upon such determination being made, PPGA shall pay such amount to the protesting Member.

#### SECTION 20: RESIGNATION OR REMOVAL OF PROJECT CONSTRUCTION MANAGER OR PROJECT OPERATING AGENT

20.01 Hastings Utilities shall serve as the Project Construction Manager and Project Operating Agent during the term of and pursuant to this Agreement unless Hastings Utilities resigns by giving written notice to the PPGA Board of Directors at least one (1) year in advance of the date of resignation, or until receipt by Hastings Utilities of the notice of its removal



following the issuance by the PPGA Board of Directors of the notice provided for in Section 20.02 hereof.

20.02 In the event the Project Construction Manager or Project Operating Agent fails to remedy any act of default within a reasonable time following a final decision or order made in accordance with the provisions of this Agreement that the Project Construction Manager or Project Operating Agent is in default, the PPGA Board of Directors may cause the Project Construction Manager or Project Operating Agent to be removed by serving written notice of removal upon the Project Construction Manager or the Project Operating Agent as the case may be.

20.03 Prior to the acceptance of a resignation submitted by the Project Construction Manager or Project Operating Agent, or prior to the removal of Hastings Utilities, the PPGA Board of Directors shall by written agreement designate a new Project Construction Manager or Project Operating Agent, as the case may be. In the event Hastings Utilities is no longer the Project Construction Manager or Project Operating Agent, Hastings Utilities agrees to allow reasonable access to WEC 2 and Shared Facilities, and work with the new Project Construction Manager or Project Operating Agent to jointly construct or operate, as the case may be, the Shared Facilities as outlined in Exhibit E. Acceptance by the new Project Construction Manager or Project Operating Agent of its appointment as such shall constitute its agreement to perform the obligations of said position pursuant to this Agreement.

20.04 If Hastings Utilities or any successor is replaced in its capacity as Project Construction Manager or Project Operating Agent, any succeeding Project Construction Manager or Project Operating Agent shall be subject to the provisions of Sections 20.02 and 20.03 above.

#### SECTION 21: RELATIONSHIP OF MEMBERS

21.01 No Member shall be the agent of or have a right or power to bind any other Member without said other Member's express written consent.

#### SECTION 22: CONTRACTOR COMPLIANCE

22.01 During the term of this Agreement PPGA agrees to comply with all local, state and federal laws, rules and regulations with regard to employment practices and discrimination policies as may be amended by all responsible governmental entities and can be modified from time to time by the PPGA Board of Directors.

#### SECTION 23: UNCONTROLLABLE FORCES

23.01 PPGA and its Members as well as the Project Construction Manager or Project Operating Agent shall not be considered to be in default in the performance of any obligations under the Project Agreements (other than obligations to pay monies under the Project Agreements) when a failure of performance shall be due to uncontrollable forces; however, no Member shall be allowed to act or refuse to act if that official action would trigger an uncontrollable force event to the benefit of that Member. The term "uncontrollable forces" shall

be any cause beyond the control of PPGA and its Members affected, including but not restricted to an act of God, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, shortage of railroad cars, sabotage, pestilence, restraint by court order or public authority, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental authority, which by exercise of due diligence PPGA and its Members could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require PPGA and its Members to settle any strike or labor dispute in which it may be involved. If PPGA or its Members are rendered unable to fulfill any of their obligations under the Project Agreements by reason of uncontrollable forces, PPGA or any Member shall give prompt written notice of such fact to the PPGA Board of Directors and shall exercise due diligence to remove such inability with reasonable dispatch.

#### SECTION 24: GOVERNING LAW

24.01 Except as otherwise required by law, this Agreement shall be governed by the laws of the State of Nebraska.

#### SECTION 25: BINDING OBLIGATIONS

25.01 All of the obligations set forth in the Project Agreements shall bind PPGA and its Members and their successors and assigns, and such obligations shall run with PPGA and its Members' rights, titles, and interests in the Project and with all of the interests of PPGA and its Members in the Project Agreements; provided that any mortgagee, trustee, or secured party shall not be obligated for obligations arising prior to taking of possession or the initiation of remedial proceedings, whichever occurs first, other than obligations to the Members under this Agreement.

#### SECTION 26: PROJECT AGREEMENTS

26.01 PPGA and its Members agree to negotiate in good faith and to proceed with diligence to enter into all of the Project Agreements to the extent the same constitute agreements to which they are or are proposed to be a party.

26.02 The Public Power Generation Agency Interlocal Agreement is the primary controlling document. The Bylaws of the Public Power Generation Agency is the secondary controlling document. This Participation Agreement is a controlling document, subject only to the Public Power Generation Agency Interlocal Agreement and the Bylaws of the Public Power Generation Agency.

#### SECTION 27: EFFECTIVE DATE, TERM AND RIGHTS OF MEMBERS UPON TERMINATION

27.01 This Agreement shall become effective September 1, 2005. This Agreement remains in effect for the life of the Project through decommissioning or, if later, the date as of which all debt issued by PPGA to finance the Project no longer is outstanding under the Bond

Document, all Bond-Related Costs incurred have been paid, and all accrued liabilities under this Agreement have been paid.

27.02 Upon termination of this Agreement the facilities comprising the Project and any remaining assets or liabilities shall be disposed of in a manner consistent with the Entitlement Shares as outlined in the then current Exhibit A.

#### SECTION 28: NOTICES

28.01 Any notice, demand, or request provided for in the Project Agreements shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified in Exhibit H.

28.02 Informal communications of a routine nature involving committee matters shall be given in such manner as the committee shall arrange.

28.03 Any Member may, at any time, by written notice to the PPGA Board of Directors, designate different or additional persons of different addresses for the giving of notices hereunder.

28.04 The Project Construction Manager or the Project Operating Agent shall provide to PPGA and its Members a copy of any notice, demand, or request given or received by it in connection with any of the Project Agreements.

#### SECTION 29: ENVIRONMENTAL PROTECTION

29.01 PPGA shall be responsible for compliance with all applicable federal, state, and local laws, orders, and regulations relating to environmental protection and shall fully comply in the construction and operation of the Project as set forth in this Agreement. Any costs associated with compliance shall be shared in accordance with Exhibit B of this Agreement.

#### SECTION 30: MISCELLANEOUS PROVISIONS

30.01 No Member shall be required as a condition of this Agreement to maintain any specific financial reserves to support its Entitlement, but it may maintain such financial reserves as it deems appropriate or necessary. The consequences of a Member's failure to provide adequate financial reserves shall be borne by such Member and shall not result in Project Liability.

30.02 Each Member agrees, upon request by the PPGA Board of Directors or Project Construction Manager or Project Operating Agent, to make, execute and deliver any and all documents reasonably required to implement the Project Agreements.

30.03 Each Member agrees to furnish financial information and operating data required to be disclosed by Securities and Exchange Commission Rule 15c2-12 or otherwise required to be disclosed or produced by PPGA, at the times required by PPGA to comply with its secondary market disclosure obligations under Rule 15c2-12 or other obligations.

30.04 Each Member agrees that all Bond-Related Costs payable by it hereunder and under the Project Agreements, and all other costs payable by it under the Project Operating Agreements, pursuant to this Agreement shall constitute an operating expense of its electric utility system prior to the payment by the Member of debt service on debt payable from its electric utility system, unless and then only to the extent prohibited by law, by contract (including but not limited to bond resolution, ordinance or indenture) adopted or entered into as of the date of this Agreement, or by generally accepted accounting principles. Any obligation evidencing debt issued by any Member pursuant to a resolution, ordinance or indenture heretofore executed or adopted to refund or refinance debt may have the same status as the debt refunded or refinanced with respect to the payments by such Member for Bond-Related Costs.

30.05 The captions and headings appearing in the Project Agreements are inserted merely to facilitate reference and shall have no bearing upon the interpretation thereof.

30.06 Each term, covenant, and condition of the Project Agreements is deemed to be an independent term, covenant, and condition, and the obligation of any Member to perform all of the terms, covenants, and conditions to be kept and performed by it is not dependent on the performance by the other Members of any or all of the terms, covenants, and conditions to be kept and performed by them.

30.07 In the event that any of the terms, covenants, or conditions of any of the Project Agreements, or the application of any of such terms, covenants, or conditions, shall be held invalid as to any person or circumstances by any court having jurisdiction in the premises, the remainder of such Project Agreement, and the application of its terms, covenants, or conditions to such persons or circumstances shall not be affected thereby.

30.08 The Project Agreements shall be subject to the authority of any regulatory agency having jurisdiction thereover and to approval by the PPGA Board of Directors.

30.09 Any waiver at any time by PPGA and its Members of their rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

30.10 Each Member shall be responsible for obtaining, at its own expense, its required authorizations and approvals, if any, relating to its participation in the ownership, construction, reconstruction, operation, maintenance or use of the Project and to its performance of the provisions of this Participation Agreement, from federal, state, or local regulatory authorities having jurisdiction to issue such authorizations and approvals, and each Member shall keep the Project Construction Manager or Project Operating Agent, as the case may be, informed of its applications therefor and authorizations issued in connection therewith. All costs of PPGA in securing appropriate permits for the Project as a whole, including but not limited to site permits, regulatory agency permits, water permits, and environmental permits, shall be considered Project costs and shall be shared by the Members in the ratio of their respective Entitlement Shares.

30.11 PPGA, the Project Construction Manager and the Project Operating Agent will keep their books and records insofar as the Project is concerned, in accordance with Accounting Practice.

30.12 Exhibits A, B, C, D, E, F, G, and H are attached hereto and made a part of this Agreement. Any changes to this Agreement, with the exception of Exhibits A, B, C, D, E, F, G and H which may be modified from time to time by the PPGA Board of Directors, must be approved by the all Members, as evidenced by resolution of the governing body of each Member.

30.13 Separate copies of this Agreement are executed by Members with the understanding that, when each of the said Members has executed a copy, its separately executed copy will be joined together with all other similarly executed copies and one conformed master copy of said Agreement shall be prepared, which shall bind all of the Members to the same extent and purpose as if all of said Members had joined in the execution of said master copy.

30.14 This Agreement amends, restates and supercedes the Participation Agreement dated September 1, 2005, by and between the same parties.

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed by its duly authorized officer.

**PUBLIC POWER GENERATION AGENCY**

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

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

Date: \_\_\_\_\_

ATTEST:

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

**MUNICIPAL ENERGY AGENCY OF  
NEBRASKA**

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

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

Date: \_\_\_\_\_

ATTEST:

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

**HEARTLAND CONSUMERS POWER  
DISTRICT**

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

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

Date: \_\_\_\_\_

ATTEST:

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

HASTINGS UTILITIES, ACTING FOR  
AND ON BEHALF OF THE CITY OF  
HASTINGS, NEBRASKA

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

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

Date: \_\_\_\_\_

ATTEST:

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

GRAND ISLAND UTILITIES, ACTING  
FOR AND ON BEHALF OF THE CITY OF  
GRAND ISLAND, NEBRASKA

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

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

Date: \_\_\_\_\_

ATTEST:

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

NEBRASKA CITY UTILITIES,  
ACTING FOR AND ON BEHALF OF THE  
CITY OF NEBRASKA CITY, NEBRASKA

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

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

Date: \_\_\_\_\_

ATTEST:

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

EXHIBIT A\*

PUBLIC POWER GENERATION AGENCY  
ENTITLEMENT SHARES

As of February 15, 2006

<u>Members</u>	<u>Net MW<sup>1</sup></u>	<u>Output Percentage<sup>2</sup></u>	<u>Voting Percentage<sup>3</sup></u>
1. Municipal Energy Agency of Nebraska, Lincoln, NE	80 MW	36.36%	36.36%
2. Heartland Consumers Power District, Madison, SD	80 MW	36.36%	36.36%
3. Hastings Utilities, acting for and on behalf of the City of Hastings, NE	35 MW	15.91%	15.91%
4. Grand Island Utilities, acting for and on behalf of the City of Grand Island, NE	15 MW	6.82%	6.82%
5. Nebraska City Utilities, acting for and on behalf of the City of Nebraska City, NE	10 MW	4.55%	4.55%
TOTAL	220 MW	100%	100%
<u>Non-Members</u>	<u>Net MW<sup>1</sup></u>	<u>Output Percentage<sup>2</sup></u>	<u>Voting Percentage<sup>3</sup></u>
	0 MW	0%	0%

1 – See Section 3.10 – Net Effective Generating Capability

2 – The Output Percentage shall be calculated using the equation of each Member's Entitlement Share and/or Non-Member's contracted output multiplied by the approved maximum Project Output, as determined in Section 2.02 of this Agreement and approved by the PPGA Board of Directors. Percentages shown in this Exhibit A have been rounded for convenience.

3 – The Voting Percentage shall be calculated using each Member's Entitlement Share multiplied by the maximum Project Output as determined in Section 2.02 of this Agreement and approved by the PPGA Board of Directors. The Voting Percentage shall not include any Non-Members contracted output rights as Non-Members shall have no voting rights in PPGA. Percentages shown in this Exhibit A have been rounded for convenience.

\* As approved by the PPGA Board of Directors on February 15, 2006.

## EXHIBIT B

### OPERATION AND MAINTENANCE COSTS

Operation and Maintenance (O&M) costs of the Project provided for in Section 10.01 of this Agreement shall be those costs set forth in this Exhibit B.

#### SECTION B.1: VARIABLE COSTS

Energy-Related Costs shall be shared by each Member in the ratio that such Member's monthly Net Energy Generation scheduled and produced from the Unit bears to the total monthly Net Energy Generation scheduled and produced from the Unit. Energy-Related Costs shall include but not be limited to:

B1.01 All costs of fuel, including any fuel taxes, consumed in the production of Energy at the Unit.

B1.02 All costs of supervising the purchasing and handling of fuel, including routine fuel analyses, unloading from shipping facilities and putting in storage, moving from storage to hopper or first bunker of boiler-house structure, operation of mechanical equipment utilized in the handling of fuel, all materials, tools, lubricants and other supplies for fuel handling equipment, and all stores expenses in connection with handling of fuel.

B1.03 All operating, maintenance and ad valorem taxes on fuel handling or transportation equipment.

B1.04 All costs, including taxes, of fuel transportation (other than fixed fuel transportation costs), ash disposal, and disposal of other residues of operation of the Project, including chemicals, and all other substances directly relating to the production of Energy. Any revenues gained by the sale of ash or other residues of operations shall be treated as a reduction of said disposal cost.

B1.05 All variable costs, including taxes on said costs, related to the operation of environmental control equipment and all variable environmental compliance costs, including but not limited to environmental allowances, emissions, and permit fees.

B1.06 Any and all variable costs related to the production of Energy as approved and amended from time to time by the PPGA Board of Directors.

#### SECTION B2: OTHER PROJECT COSTS

B2.01 All other Project related costs, as approved by the PPGA Board of Directors, shall be shared based on Entitlement Share.



### SECTION B3: SYSTEM OF ACCOUNTS

B3.01 The Project Operating Agent shall use FERC Accounts, as modified by the bulletins and directives of FERC, with appropriate sub accounts, to account for all operation and maintenance costs of the Project.

### SECTION B4: NO ADDITIONAL COMPENSATION FOR OPERATING AGENT OR OTHER MEMBERS

B4.01 The Project Operating Agent and other Members shall not be entitled to a fee, price, percentage, or other compensation, over and above the costs of services rendered by them in the performance of operation and maintenance of the Project.

## EXHIBIT C

### POINT OF DELIVERY SKETCH

For purposes of this Agreement, the Point of Delivery is where the 115 kV bus(s) of the WEC Substation is metered at the 115 kV side of the Unit's step-up transformer.

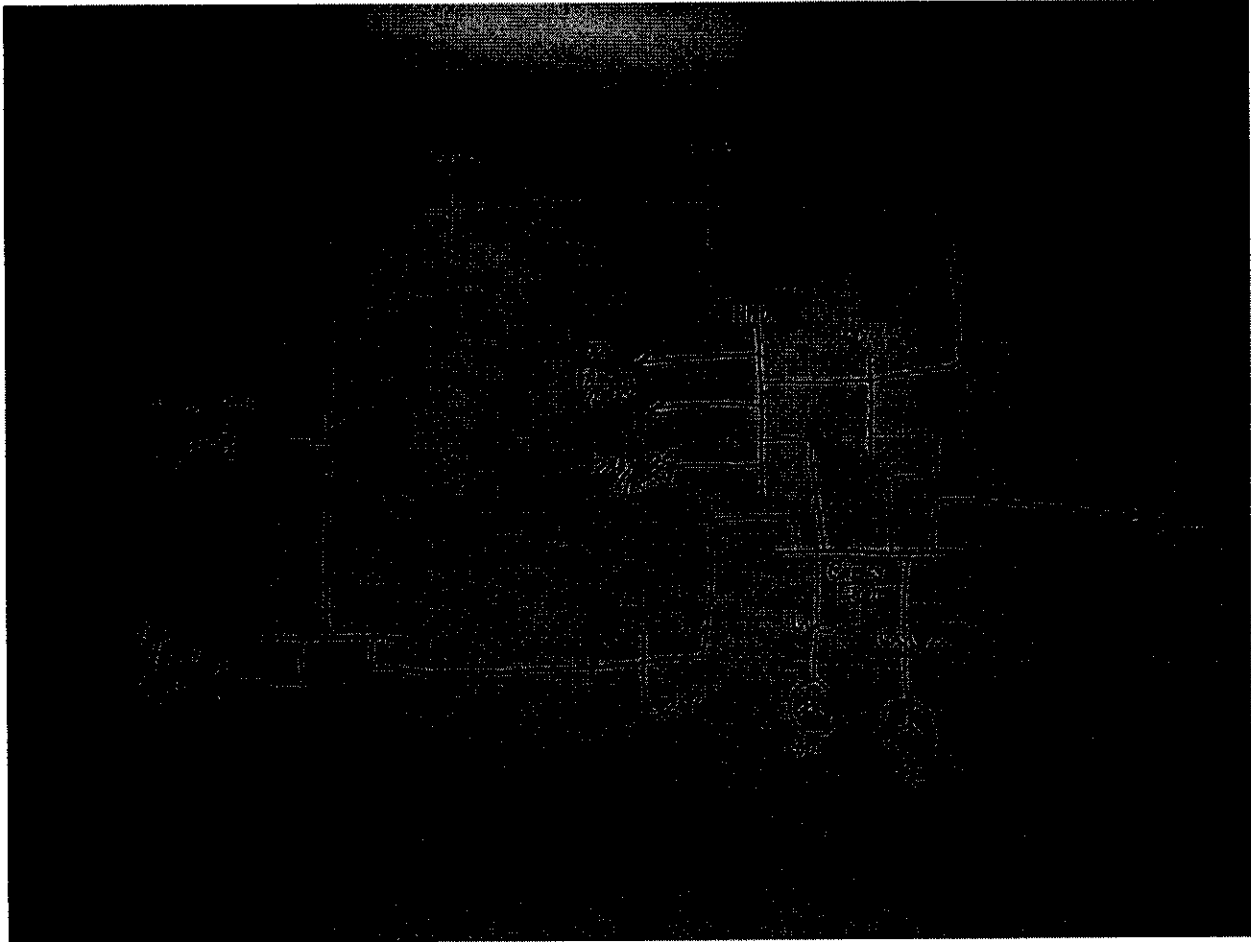


EXHIBIT D

PROJECT DESCRIPTION

[INTENTIONALLY LEFT BLANK]

EXHIBIT E

SHARED FACILITIES

[INTENTIONALLY LEFT BLANK]

EXHIBIT F

COMMERCIAL OPERATION DATE

[INTENTIONALLY LEFT BLANK]

EXHIBIT G

CONSTRUCTION COST

[INTENTIONALLY LEFT BLANK]

EXHIBIT H

NOTICES

[INTENTIONALLY LEFT BLANK]

ORDINANCE NO. 9089

An ordinance to authorize and Amended and Restated Participation Agreement with Public Power Generation Agency; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, the City Council of the City of Grand Island (the "City") heretofore approved a Participation Agreement with the Public Power Generation Agency relating to Whelan Energy Center Unit 2; and

WHEREAS, it is necessary and desirable that the Participation Agreement be amended and restated; and

WHEREAS, a form of an Amended and Restated Participation Agreement has been presented to the City Council.

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

SECTION 1. The execution and delivery of an Amended and Restated Participation Agreement by the Mayor of the City of Grand Island is hereby authorized in substantially the form presented, with such changes as such signatory approves, execution and delivery to be conclusive evidence of such approval.

SECTION 2. 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: November 14, 2006.

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

Attest:

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

Approved as to Form	☐ _____
November 9, 2006	☐ City Attorney





# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G1

**Approving Minutes of October 24, 2006 City Council Regular Meeting**

Staff Contact: RaNae Edwards

## OFFICIAL PROCEEDINGS

### CITY OF GRAND ISLAND, NEBRASKA

#### MINUTES OF CITY COUNCIL REGULAR MEETING

October 24, 2006

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on October 24, 2006. Notice of the meeting was given in *The Grand Island Independent* on October 18, 2006.

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

INVOCATION was given by Pastor Steve Warriner, Abundant Life Christian Center, 3409 West Faidley Avenue followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek commented on the following upcoming dates:

- November 14, 2006 – Next City Council Meeting
- November 7, 2006 – Election Day
- November 11, 2006 – Veteran's Day – requested everyone fly the American flag

#### PRESENTATIONS AND PROCLAMATIONS:

Recognition of Timothy Luchsinger, Assistant Utilities Director for 20 Years of Service with the City of Grand Island. The Mayor and City Council recognized Timothy Luchsinger, Assistant Utilities Director for 20 years of service with the City. Gary Mader, Utilities Director commented on Mr. Luchsinger's dedication and work with the Utilities Department. Timothy Luchsinger was present for the presentation.

#### PUBLIC HEARINGS:

Public Hearing on Request of B & R Stores, Inc. dba Super Saver #19, 1602 West 2<sup>nd</sup> Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from B & R Stores, Inc. dba Super Saver #19, 1602 West 2<sup>nd</sup> Street for a Class "C" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 2, 2006; notice to the general public of date, time, and place of hearing published on October 14, 2006; notice to the applicant of date, time, and place of hearing mailed on October 2, 2006; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Lex Ann Roach, 609 South Cleburn Street questioned the intent of the Class "C" Liquor License, recommended a stipulation for all employees to take the server/seller training program, and encouraged the Council to look into this matter further. Fred Groenke, 2308 West Charles Street spoke in support of the application and stated sampling

would be done by the distributors in a cordoned area in the store. No further public testimony was heard.

Public Hearing Change of Zoning for a Tract of Land Proposed for Platting as Francis Second Subdivision Located East of Carleton Avenue and South of Curran Avenue from RO Residential Office to RD Residential Development. Chad Nabity, Regional Planning Director reported that the developer is proposing to build 16 buildings with two dwelling units in each building on this site for a total of 32 units. This would be an addition to Francis Subdivision approved in July of 2006. No public testimony was heard.

Public Hearing on Change of Zoning for a Tract of Land Proposed for Platting as Cedar Ridge Third Subdivision Located West of Highway 281 and South of 13<sup>th</sup> Street from RD Residential Development to R4 High Density Residential. Chad Nabity, Regional Planning Director reported that this property is located west of Highway 281 and the Moore's Creek Drainage project on the south side of 13<sup>th</sup> Street, south of Cedar Ridge Apartments. The proposed plan would result in one less apartment building and 12 additional single family or duplex lots. The development does not allow for the extension of a bridge across the Moore's Creek drainway to the east as original planned. No public testimony was heard.

Public Hearing on Acquisition of Hike/Bike Path Easement Located at 2421 Sothman Road (Herbert F. Mayer, Jr. Trust). Steve Paustian, Parks and Recreation Director reported that a request for the development of a hike/bike trail connection from the St. Joe branch of the Union Pacific trail to Sothman Drive had been made by Mrs. Toni Mayer. After negotiations, an easement to construct a trail connection was granted at no cost to the City by Mrs. Mayer. No public testimony was heard.

Public Hearing on Acquisition of Right-of-Way along the South Side of Rae Road between James Road and US Highway 34/281 Located at 3785 James Road. (Husker Retail Development, LLC) Steve Riehle, Public Works Director reported that the developer (Husker Retail Development) of the property in the southwest quadrant of Husker Highway and US Highway 281 intersection was dedicating the ROW along the south side of Rae Road for the extension of Rae Road west of US Highway 34/281. No public testimony was heard.

Public Hearing on Acquisition of Right-of-Way along the South Side of Rae Road between James Road and US Highway 34/281 Located at 3780 James Road. (Husker Retail Development, LLC) Steve Riehle, Public Works Director reported that the developer (Husker Retail Development) of the property in the southwest quadrant of Husker Highway and US Highway 281 intersection was dedicating the ROW along the south side of Rae Road for the extension of Rae Road west of US Highway 34/281. No public testimony was heard.

Public Hearing on Acquisition of Right-of-Way along the South Side of Rae Road west of James Road and US Highway 34/281 Located at 3780 James Road. (Ponderosa Lake Estates Subdivision Homeowners Association, Inc.) Steve Riehle, Public Works Director reported that Ponderosa Lake Estates Subdivision Homeowners Association, Inc. was dedicating the ROW along the south side of Rae Road for the extension of Rae Road west of James Road. No public testimony was heard.

#### ORDINANCES:

#9078 – Consideration of Annexation of Property Located at 502 East Capital Avenue (Final Reading)

Chad Nabity, Regional Planning Director reported the Public Hearing for this item was held on September 26, 2006 and the second reading was held on October 10, 2006, this was the final reading of three readings.

Motion by Pielstick, second by Cornelius to approve Ordinance #9078 on final reading. Upon roll call vote, all voted aye. Motion adopted.

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

#9084 – Consideration of Change of Zoning for a Tract of Land Proposed for Platting as Francis Second Subdivision Located East of Carleton Avenue and South of Curran Avenue from RO Residential Office to RD Residential Development

#9085 – Consideration of Change of Zoning for a Tract of Land Proposed for Platting as Cedar Ridge Third Subdivision Located West of Highway 281 and South of 13<sup>th</sup> Street from RD Residential Development to R4 High Density Residential

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

Chad Nabity, Regional Planning Director reported that Ordinances #9084 and #9085 related to the aforementioned Public Hearing.

#9084 – Consideration of Change of Zoning for a Tract of Land Proposed for Platting as Francis Second Subdivision Located East of Carleton Avenue and South of Curran Avenue from RO Residential Office to RD Residential Development

Motion by Cornelius, second by Gilbert to approve Ordinance #9084.

Discussion was held concerning curb streets, parking, driveway's versus public streets, and drainage. Mr. Nabity stated this would be a 24' private street which would handle emergency vehicles.

City Clerk: Ordinance #9084 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Gilbert, Nickerson, Cornelius, Pauly, Horandy, Walker, and Haase voted aye. Councilmember's Meyer and Pielstick voted no. Mayor Vavricek voted aye making a total of eight votes in favor. Motion adopted.

City Clerk: Ordinance #9084 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Gilbert, Nickerson, Cornelius, Pauly, Horandy, Walker, and Haase voted aye. Councilmember's Meyer and Pielstick voted no. Mayor Vavricek voted aye making a total of eight votes in favor. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9084 is declared to be lawfully adopted upon publication as required by law.

(It was noted after the meeting that approval of Ordinances per state statutes was by a majority vote or six votes.)

#9085 – Consideration of Change of Zoning for a Tract of Land Proposed for Platting as Cedar Ridge Third Subdivision Located West of Highway 281 and South of 13<sup>th</sup> Street from RD Residential Development to R4 High Density Residential

Motion by Gilbert, second by Cornelius to approve Ordinance #9085.

City Clerk: Ordinance #9085 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9085 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9085 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of October 10, 2006 City Council Regular Meeting.

Approving Appointments of Paul Briseno, Gregg Ahlers, Jeremy Collinson, Betty Curtis, Brad Driml, Craig Lewis, Kathy Mankin, Chad Nabity, Dennis Osterman, Dale Shotkoski, Jackie Pielstick, and Fred Hotz to the Problem Resolution Team (PRT) Board. It was noted that Fred Hotz name was inadvertently left off the memo but should be included in the appointments.

Approving Preliminary Plat for Francis Second Subdivision.

Approving Preliminary Plat for Cedar Ridge Third Subdivision.

#2006-313 – Approving Final Plat and Subdivision Agreement for Francis Second Subdivision. It was noted that Raymond J. and Jennifer S. O'Connor, owners proposed to create 16 lots on a tract of land comprising all of Lot 7 and the North Half of Lot 8, Bosselman Second Subdivision consisting of approximately 1.291 acres.

#2006-314 – Approving Final Plat and Subdivision Agreement for Cedar Ridge Third Subdivision. It was noted that Michael D. Roasch, owner proposed to create 15 lots on a tract of land comprising of Lot 3, Lot 4, Lot 5, Lot 6, and part of Outlot A, of Cedar Ridge Second Subdivision consisting of approximately 9.02 acres.

#2006-315 – Approving Grant Funding in the Amount of \$31,889 for Gang Resistance Education and Training (GREAT) Program. It was noted the city match was \$3,189.

#2006-316 – Approving Storm Water Management Plan Program Grant Application.

#2006-317 – Approving Change Order No. 1 to the Contract with The Starostka Group Unlimited, Inc. for Construction of Sanitary Sewer District No. 519/521; Lots 9 through 21 of Westwood Park Second Subdivision for a decrease of \$22,852.14 and a Revised Contract Amount of \$147,546.12.

#2006-318 – Approving Certificate of Final Completion with The Starostka Group Unlimited, Inc. of Grand Island, Nebraska and Scheduling Board of Equalization Date for Sanitary Sewer District 519; Lots 10 through 21 of Westwood Park Second Subdivision and Sanitary Sewer District 521; Lot 9 of Westwood Park Second Subdivision.

#2006-319 – Approving Certificate of Final Completion with The Starostka Group Unlimited, Inc. of Grand Island, Nebraska for Sanitary Sewer Project No. 2005-S-14; Sewer Extension to Serve the Law Enforcement Center and the Hall County Correctional Facility.

#2006-320 – Approving Acquisition of Right-of-Way along the South Side of Rae Road between James Road and US Highway 34/281 Located at 3785 James Road. (Husker Retail Development, LLC)

#2006-321 – Approving Acquisition of Right-of-Way along the South Side of Rae Road West of US Highway 34/281 Located at 3780 James Road. (Husker Retail Development LLC)

#2006-322 – Approving Acquisition of Right-of-Way along the South Side of Rae Road West of James Road Located at 3780 James Road. (Ponderosa Lake Estates Subdivision Homeowners Association, Inc.)

#2006-323 – Approving Nebraska Children & Families Foundation Continuation Grant Application in the Amount of \$25,000.

#2006-324 – Approving Acquisition of Hike/Bike Path Easement Located at 2421 Sothman Road. (Herbert F. Mayer, Jr. Trust)

#2006-325 – Approving Interlocal Agreement with Hall County for Emergency Management/Communications Center.

RESOLUTIONS:

#2006-326 – Approving Request of B & R Stores, Inc. dba Super Saver #19, 1602 West 2<sup>nd</sup> Street for a Class “C” Liquor License and Liquor Manager Designation for Fred M. Groenke, 2308 West Charles Street. RaNae Edwards, City Clerk reported that this item related to the aforementioned Public Hearing. Also included was the request from Fred M. Groenke, 2308 West Charles Street for a liquor manager designation.

Motion by Pielstick, second by Meyer to deny Resolution #2006-326.

A lengthy discussion was held concerning no plan in place for the sampling of alcohol within the store. Mentioned were concerns of minors working in the area of alcohol being sampled. Fred Groenke, 2308 West Charles Street stated there were other grocery stores within the state and one in Grand Island that were allowed a Class “C” Liquor License for sampling purposes. He stated they were looking at sampling once a month.

Discussion was held concerning referring this decision to the next council meeting. City Clerk RaNae Edwards stated the council had 45 days in which to make a decision. Procedural questions were answered also. Gary Greer, City Administrator stated that findings of facts were needed when denying a liquor license and that other grocery stores throughout the state were allowed a Class "C" Liquor License. Mr. Greer stated the Liquor Control Commission would probably approve the request. It was suggested that we defer the decision until the next council meeting to allow Super Saver time to come back with a plan.

Councilmember Pielstick requested her motion be pulled and Councilmember Meyer agreed.

Motion by Pielstick, second by Meyer to defer Resolution #2006-326 to the November 14, 2006 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Cornelius, second by Hronady to approve the Claims for the period of October 11, 2006 through October 24, 2006, for a total amount of \$3,936,321.14. Motion adopted unanimously. Councilmember Hornady abstained from Claim #139411 and Councilmember Pielstick abstained from Claim #139927.

SPECIAL ITEMS:

Discussion Concerning Capital Avenue Widening Project Acquisition of Real Estate. Motion by Hornady, second by Gilbert to go into Executive Session at 8:00 p.m. for the discussion concerning Capital Avenue Widening Project Acquisition of Real Estate. Upon roll call vote, all voted aye. Motion adopted.

Motion by Pielstick, second by Walker to return to Regular Session at 9:40 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:40 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G2

### **Approving Appointment of Tom Graves to the Grand Island Facilities Corporation Board**

*The Mayor has submitted the re-appointment of Tom Graves to the Grand Island Facilities Corporation Board. This appointment would become effective December 1, 2006 upon approval by Council, and would expire on November 30, 2009. Approval is recommended.*

Staff Contact: Mayor Vavricek





# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G3

**#2006-327 - Approving Final Plat and Subdivision Agreement for Sundance Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission  
**Meeting:** November 14, 2006  
**Subject:** Sundance Subdivision – Final Plat  
**Item #'s:** G-3  
**Presenter(s):** Chad Nabyt AICP, Regional Planning Director

## **Background**

This final plat proposes to create 2 lots on a tract of land comprising all of the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section 12, Township 11 North, Range 9, West of the 6<sup>th</sup> P.M. Grand Island, Hall County, Nebraska. This land consists of approximately 14.720 acres. This property is zoned B2 General Business. City sewer and water are not available to the property. Access is available to both lots from U.S. Highway 30.

## **Discussion**

The Final Plat for Sundance Subdivision was considered by the Regional Planning Commission at their meeting on November 1, 2006. A motion was made by Amick and seconded by Miller to approve the Final Plat as presented. A roll call vote was taken and the motion carried with 12 members present voting in favor (Miller, Amick, O'Neill, Ruge, Hayes, Reynolds, Monter, Haskins, Ericksen, Brown, Niemann, Snodgrass).

## **Alternatives**

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

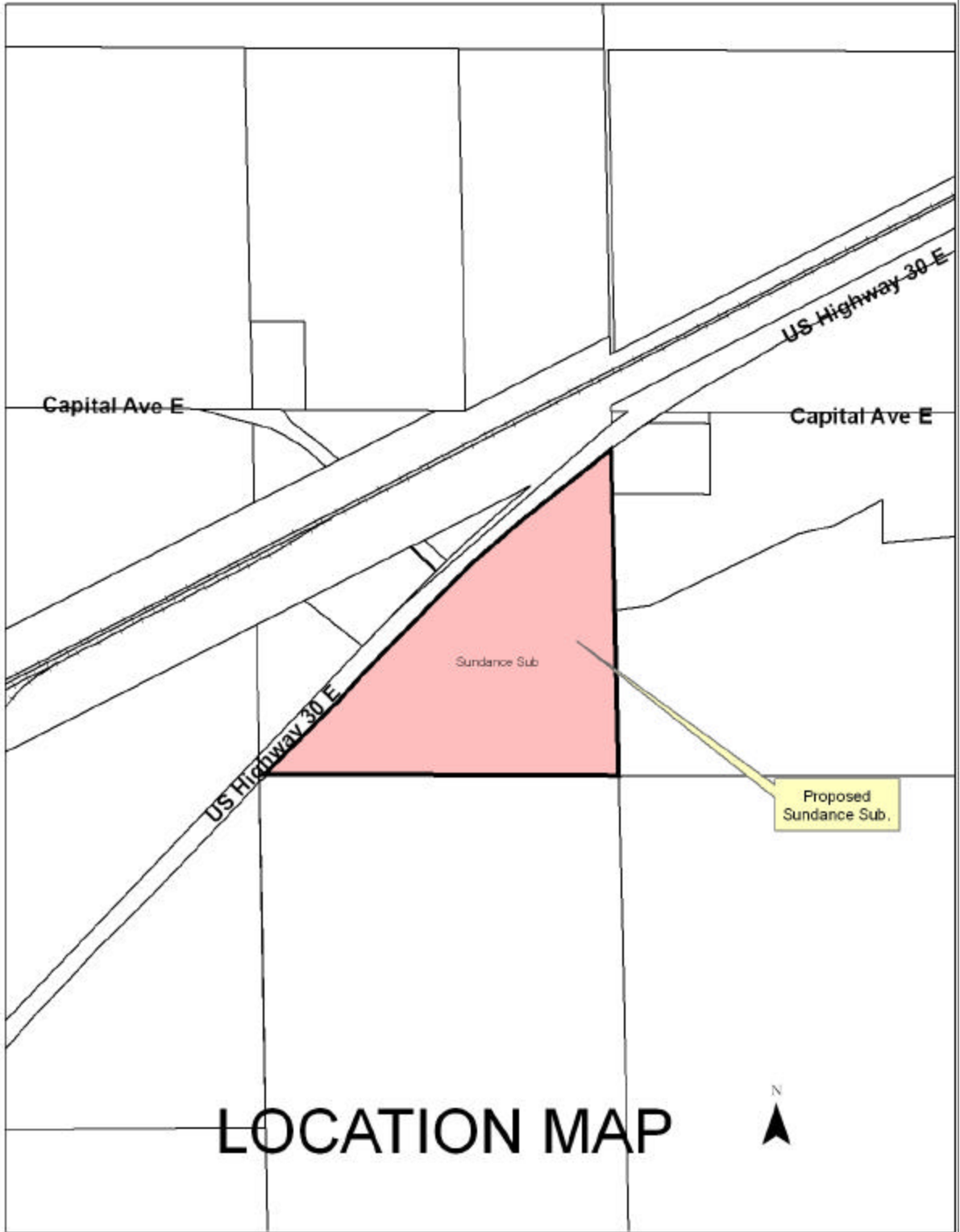
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

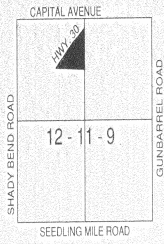
## **Recommendation**

City Administration recommends that the Council approve the final plat as presented

## **Sample Motion**

Motion to approve as recommended.

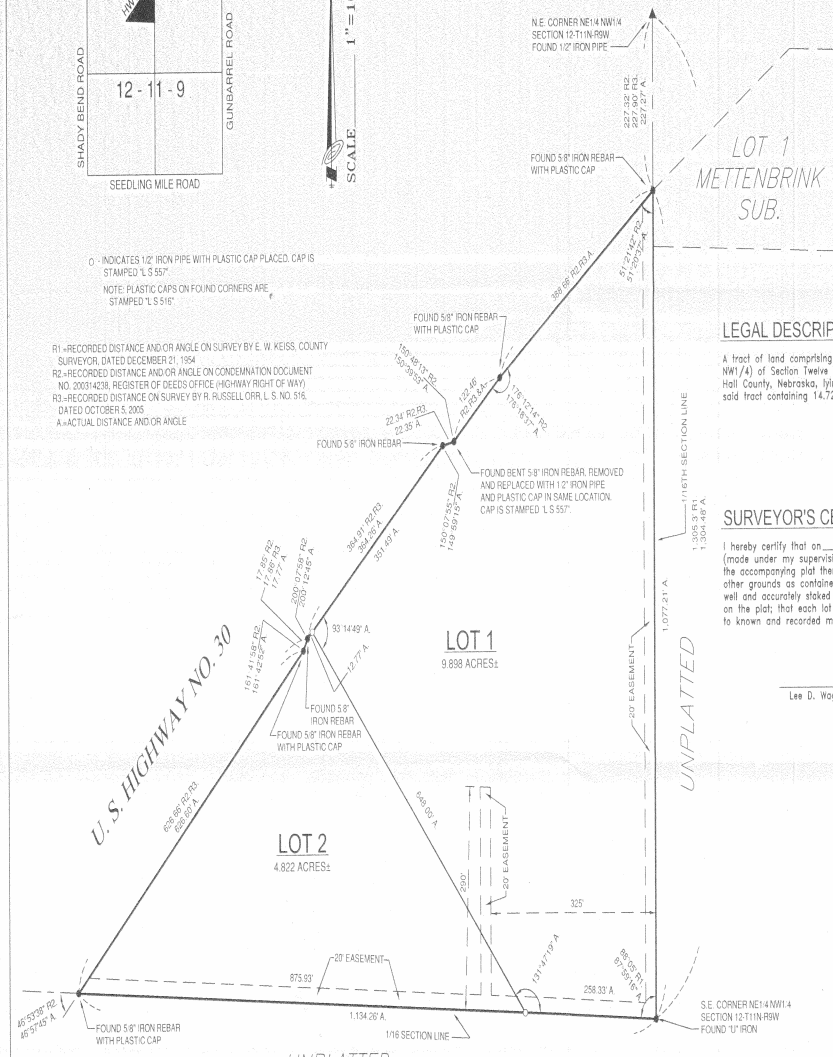




SCALE  
1" = 100'

○ INDICATES 1/2" IRON PIPE WITH PLASTIC CAP PLACED. CAPS STAMPED 'L S 557'  
NOTE: PLASTIC CAPS ON FOUND CORNERS ARE STAMPED 'L S 516'

R1 - RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY E. W. KEISS, COUNTY SURVEYOR, DATED DECEMBER 21, 1954  
R2 - RECORDED DISTANCE AND/OR ANGLE ON CONDEMNATION DOCUMENT NO. 200314238, REGISTER OF DEEDS OFFICE, (HIGHWAY RIGHT OF WAY)  
R3 - RECORDED DISTANCE ON SURVEY BY R. RUSSELL ORR, L. S. NO. 516, DATED OCTOBER 5, 2005  
A - ACTUAL DISTANCE AND/OR ANGLE



**LEGAL DESCRIPTION**

A tract of land comprising all that part of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Twelve (12), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, lying south of the southerly right of way line of U. S. Highway No. 30, said tract containing 14.720 acres, more or less.

**SURVEYOR'S CERTIFICATE**

I hereby certify that on \_\_\_\_\_, 2006, I completed an accurate survey (made under my supervision) of "SUNDANCE SUBDIVISION", Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof, are well and accurately staked off and marked; that iron markers were placed at all corners as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Lee D. Wagner, Registered Land Surveyor No. 557 (SEAL)

**SUNDANCE SUBDIVISION**  
**HALL COUNTY, NEBRASKA**

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

## Sundance Subdivision Summary

### Developer/Owner

Kathleen and Anthony Seitz  
4155 E. Highway 30  
Grand Island, NE 68801  
(308) 382-4950

Two lots fronting onto Highway 30

**Size:** 14.72 Acres

**Zoning** B2 General Business

**Road Access:** Public Highway 30

**Water Private:** Private Well

**Sewer Private:** Private Septic System



RESOLUTION 2006-327

WHEREAS, Anthony Seitz and Kathleen Seitz, husband and wife, as owners, have caused to be laid out into a lot, a tract of land comprising a part of all that part of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of Section Twelve (12), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., Hall County, Nebraska, lying south of the southerly right of way line of U.S. Highway No. 30, said tract containing 14.720 acres, more or less, under the name of SUNDANCE SUBDIVISION, and have caused a plat thereof to be acknowledged by them; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, the City of Grand Island approved the subdivision agreement to be filed with this subdivision; and

WHEREAS, as the City Council waives the minimum lot size requirement in the large lot residential/zoning district to preserve and retain future street right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of SUNDANCE SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

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

Attest:

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

Approved as to Form     \_\_\_\_\_  
November 9, 2006         City Attorney



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G4

**#2006-328 - Approving Contract for Long Term Disability**

Staff Contact: Brenda Sutherland



# Council Agenda Memo

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** November 14, 2006

**Subject:** Long Term Disability Insurance

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

**Presenter(s):** Brenda Sutherland, Human Resources Director

## Background

The City of Grand Island has provided long term disability insurance for its employees for several years. The City's contract with Jefferson Pilot has been in place for seven years and will expire as of November 30, 2006. This benefit has been implemented to provide monthly income benefits to an employee who can no longer work due to an accident or illness. It provides a partial replacement of income while the employee is disabled.

## Discussion

The Human Resources Department advertised a request for proposal to secure a contract with a company to provide long term disability insurance for the employees at the City. Analysis was done as to the current level of benefits and what is common in the marketplace today. The City's current plan allows for income replacement of up to 60% of an employee's monthly income with a maximum of \$3,000 for employees who are compensated at an annual rate of \$48,000 or more per year and 50% of an employee's monthly income with a maximum of \$2,000 per month for employees who are compensated at an annual rate of \$48,000 or less per year. These rates were set in 1999.

After consideration and evaluation of current salaries and marketplace trends, a decision to obtain coverage with higher limits to more accurately reflect the needs of the City's employees was made. The City was able to negotiate a contract that will allow for a 60% income replacement with a limit of \$6,000 for less than it paid for the current coverage with much lower limits. The company that is being brought forward for the Council's consideration to provide the insurance benefit is The Standard Insurance Company. The Standard is rated with an A or higher by all three of the major rating companies (A.M. Best, Moody's and Standard and Poor's). This proposal was brought to us by a local company, Primark Inc. J.J. Green is the local agent who will service the account. The

new contract with higher levels of coverage will actually represent a savings of 3.7% over the current price. This rate is guaranteed for three years. A copy of the contract is on file at the Clerk's office.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the contract with The Standard Insurance Company to provide long term disability insurance for City employees.

### **Sample Motion**

Motion to approve the contract with The Standard Insurance Company of Portland, Oregon for long term disability insurance coverage.



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
LONG TERM DISABILITY INSURANCE**

**RFP DUE DATE:** October 27, 2006 at 4:00 p.m.  
**DEPARTMENT:** Human Resources  
**PUBLICATION DATE:** October 6, 2006  
**NO. POTENTIAL BIDDERS:** 5

**SUMMARY OF PROPOSALS RECEIVED**

<b><u>Primark, Inc.</u></b> Grand Island, NE (Mutual of Omaha) (The Standard) (Fort Dearborn Life) (Lincoln Financial/Jefferson Pilot)	<b><u>Phares Financial Services</u></b> North Platte, NE (Fort Dearborn Life) (ING Employee Benefits) (Mutual of Omaha) (Prudential)	<b><u>MetLife</u></b> Overland Park, KS (Primark) (Homes Murphy) (Strong Financial Resources, Inc.)
<b><u>CBS Insurance Associates, Inc.</u></b> Grand Island, NE (Mutual of Omaha)	<b><u>Strong Financial Resources, Inc.</u></b> Aurora, NE (Kansas City Life)	<b><u>Holmes Murphy &amp; Associates</u></b> Omaha, NE (ING Employee Benefits) (Sun Life)

cc: Brenda Sutherland, Human Resources Director  
Gary Greer, City Administrator  
Dale Shotkoski, Purchasing Agent

Tami Herald, HR Specialist  
David Springer, Finance Director  
Sherry Peters, Legal Secretary

Please type or print

REQUESTED EFFECTIVE DATE 12-1-06

**APPLICANT**

Full Legal Name of Group (Exactly as it is to be shown in the policy.)

CITY OF GRAND ISLAND

Street Address 100 E. 1<sup>st</sup> Street

City Grand Island

State NE

Zip Code 68801

Phone Number (308) 385-5444 ext. 192

FAX Number (308) 385-5422

Group Contact Tami Herald

Contact's Title Human Resources Specialist

Contact's Phone No. if different ( )

Contact's FAX No. if different ( )

Nature of Business Municipal Government

**INSURANCE COVERAGE REQUESTED**

- |                                         |                                                   |                                                      |                                                               |                          |
|-----------------------------------------|---------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------|--------------------------|
| <input type="checkbox"/> Life Only      | <input type="checkbox"/> Supplemental Life        | <input type="checkbox"/> Dental/Employees            | <input checked="" type="checkbox"/> LTD                       | <input type="checkbox"/> |
| <input type="checkbox"/> Life & AD&D    | <input type="checkbox"/> Additional/Optional Life | <input type="checkbox"/> Dental/Employees and Dep(s) | <input type="checkbox"/> STD                                  | <input type="checkbox"/> |
| <input type="checkbox"/> Dependent Life | <input type="checkbox"/> Stand Alone AD&D         | <input type="checkbox"/> Dental/Orthodontia          | <input type="checkbox"/> LTD with Transitional Duty Agreement |                          |

**OTHER INSURANCE**

A. Does this insurance supplement other insurance?  Yes  No

If yes, specify for each line of coverage and Insurance Carrier: \_\_\_\_\_

B. Does this insurance replace existing insurance?  Yes  No

If yes, specify for each existing line of coverage: LTD

• Please submit a copy of each in force policy, certificate or plan document.

Effective date of Prior Plan: 12-1-99 Termination date of Prior Plan: 11-30-06

**ACTIVE WORK REQUIREMENT:** A person must meet an Active Work requirement to become insured. Members who have not met an Active Work requirement are not insured until returning to work for one full day and meeting all other contractual requirements.

Initial: BKS

Note: Some members who do not meet an Active Work requirement may be eligible for Waiver of Premium with a prior carrier. The Active Work requirement does not apply to Dental coverage.

**APPLICANT AGREES THAT: I hereby apply for Group Insurance as provided in the attached proposal.**

The above information is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance.

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No agent or broker has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

No material describing coverage under the Group Policy will be distributed by the Applicant to any person to be insured without the prior written consent of Standard Insurance Company.

Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application, including the attached proposal, is made a part of the Group Policy.

Applicant authorizes the agent, broker of record, or consultant to receive information regarding the applicant's claims status and experience that the applicant has a right to receive and which is reasonably necessary to assist the applicant in conducting a review of the information.

Signature and Title of Applicant's Authorized Representative

James R Green, Primark, Inc.

Signature of Witness

Signature of Licensed Agent (where required by law)

Date

License #

(Must be signed prior to the requested effective date.)

Initial Deposit \$ 5,179.00



TheStandard<sup>SM</sup>  
Positively different.

An Employee Benefits Proposal for:

**CITY OF GRAND ISLAND, NE**

Presented By:

**PRIMARK INC**

Standard Insurance Company

November 7, 2006

**LTD Plan 2**

**COVERED MEMBERS**

A regular employee of the Employer working 30 hours per week

**PLAN**

LTD Income Benefit	60%
Insured Predisability Earnings	\$10,000
<b>Maximum Monthly Benefit</b>	<b>\$6,000</b>
Minimum Monthly Benefit	\$100
Benefit Waiting Period	180 Days
Maximum Benefit Period	To age 65
Own Occupation Period	24 Months
Guarantee Issue (benefit)	Full Benefit
Employer Contribution	100%

- The plan includes a 24 month Own Occupation Period for safety employees.
- The plan includes a Maximum Benefit Period to Social Security Normal Retirement Age definition of disability.

**COST**

<u>Members</u>	<u>Volume</u>	X	<u>Rate: Percent of Earnings</u>	=	<u>Monthly Premium</u>	<u>Rate Guarantee</u>
510	\$1,918,155		0.27		\$5,179	3 Years

- **Rates are guaranteed for 3 years.**
- Renewal rates will be communicated to the policyholder 31 days prior to the renewal effective date.

**FEATURES**

- The Standard pays the employer's matching FICA and Medicare and prepares W-2s.
- Partial Disability is always covered.
- A Survivors' Benefit is included that pays a lump sum equal to 3 times the non-integrated LTD benefit.
- The Standard consolidates the filing and management of LTD and Life Waiver Of Premium claims.
- Continuity of coverage is included.
- Primary and Dependents Social Security benefits are offset as Deductible Income.
- The plan includes a 24 month lifetime combined duration for Mental Disorder, Substance Abuse, Other Limited Conditions including musculoskeletal/connective tissue disorders.
- The plan includes a 3/12 Preexisting Condition Exclusion.

- Sick leave payable by the Employer is offset as Deductible Income.

## ENHANCEMENTS

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- A Transitional Duty Package is included. This package contains resource materials to help policyholders design and/or manage their own transitional duty programs.
- A Rehabilitation Plan Benefit is included that will pay for some or all of the expenses incurred by a disabled employee in connection with approved training and education, family care, and job-related and job search expenses.
- AdminEASE service is included, offering online resources for day-to-day administration of employee benefit plans.
- A Reasonable Accommodation Expense Benefit is included. This benefit reimburses employers up to \$25,000 for approved modifications made to a disabled employee's work place that result in a return to work.
- An Employee Assistance Program (EAP) is included. EAP services offered through Horizon Health EAP Services include WorkLife services, legal and financial counseling and up to three face-to-face assessment and counseling sessions.
- E-Contract Documents service is included, offering online efficiency and convenience in contract document delivery.

## CONDITIONS

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- This proposal assumes the group participates in Social Security.
- The plan assumes that all benefits are 100% taxable.
- The employer must participate in a Workers' Compensation Plan.
- Proposal assumes coverage is currently in force.

R E S O L U T I O N 2006-328

WHEREAS, the City subscribes to long term disability insurance for its employees as authorized by the City of Grand Island Personnel Rules and federal regulation; and

WHEREAS, the City of Grand Island invited proposals for a long term disability plan, according to the City's Request for Proposal on file with the Human Resources Department; and

WHEREAS, review and evaluation of the proposals were held; and

WHEREAS, The Standard Insurance Company submitted a proposal for administration of the Long Term Disability Coverage in accordance with the terms of the advertisement for proposals and the plans and specifications and all other statutory requirements contained therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of The Standard Insurance Company for the administration of long term disability insurance as set out in the contract is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contracts for such long term disability insurance on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

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

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
November 8, 2006       ☐ City Attorney





# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G5

**#2006-329 - Approving Bid Award for Feedwater Heater Tube Bundle - Platte Generating Station**

Staff Contact: Gary R. Mader

# Council Agenda Memo

**From:** Gary R. Mader, Utilities Director  
Dale Shotkoski, Interim City Attorney

**Meeting:** November 14, 2006

**Subject:** Feedwater Heater Tube Bundle

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

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

## Background

The Platte Generating Station utilizes five stages of boiler feedwater heaters in its steam cycle. These feedwater heaters are specialized heat exchangers that use steam from the main turbine-generator to preheat the boiler feedwater and improve the overall plant steam cycle efficiency. One of the feedwater heaters has internal leakage problems which makes control of its operation difficult and wall thinning of the feedwater heater tubes is occurring. The present heater tube bundle is the originally installed equipment. The tube bundle weighs approximately 18 tons and includes about 24,000 feet of tubing.

The Utilities Department solicited bids and awarded engineering evaluation services to a consulting engineer, Sargent & Lundy, to evaluate corrective options. The options evaluated were re-tubing the heater, replacing the heater, or taking the heater permanently out of service. Based on equipment costs, efficiency evaluations, and field labor costs, the recommended option was to replace the feedwater heater tube bundle. This preferred option also included upgrading the original copper-nickel alloy tubes to stainless steel. The increased operating cost of permanently removing this feedwater heater from service is approximately \$200,000 per year. Based on this analysis, replacement feedwater heater tube bundle specifications were prepared. The specifications were advertised, issued for bid, and publicly opened in accordance with City Procurement Procedures.

## Discussion

The specifications for the Feedwater Heater Tube Bundle were issued for bid and responses were received from the following bidders. The engineer's estimate for this project was \$225,000.00.

<u>Bidder</u>	<u>Bid Price</u>
American Exchanger Services, Inc., Hartford, WI	\$298,500.00
Thermal Engineering International, Santa Fe Springs, CA	\$445,400.00
Yuba Heat Transfer LLC, Tulsa, OK	\$313,214.00

Only one bid, from American Exchanger Services, Inc., complied with the equipment delivery date specified, August 31, 2007. The two other bids proposed deliveries of November, 2007. The replacement of this equipment is planned for the scheduled Platte Generating Station maintenance and inspection outage in October, 2007.

The bid specifications requested optional pricing for the replacement feedwater heater shell; in addition to the replacement feedwater heater tube bundle. This option was requested in order to simplify outage construction activities and to protect and preserve the equipment during shipping and storage prior to installation. The cost for this option is \$11,615.00, for a total cost of \$310,115.00.

The bid submitted by American Exchanger Services, Inc., exceeds the engineer's estimate by a considerable amount. This is due to several factors further discussed below.

1. Material costs have risen considerably in recent months. This is further reflected in the pricing terms proposed by American Exchanger Services, Inc., which includes adjustment of the price based on stainless steel tubing surcharge values. The power industry has encountered increases in stainless steel materials in excess of 30% in the last three to six months. Increases in demand have further increased manufacturing labor costs.
2. Demand for power plant equipment has risen considerably in 2006. This has a two-fold affect, one on price and the other on shop load. American Exchanger Services, Inc., has indicated that new feedwater heater orders are being quoted with lead times of 14-16 months. Their offer on this feedwater heater is shorter, and is likely one of the last orders they will take at less than 14-16 months. The other two bids are more representative of the new lead time. American Exchanger Services, Inc., has also indicated that they have some overtime costs included in their price due to the increasing shop load; and indicated that these overtime costs would become typical of new orders.
3. American Exchanger Services, Inc. has indicated that due to the requested equipment delivery date, their tubing supplier choices were limited. They advised that this impact their bid by approximately \$10,000-\$15,000. It is the Department's opinion that this cost could not be recouped by re-bidding the equipment with a later delivery date.
4. This feedwater heater is a 30 year old design (vertical, channel up) and not typical of new orders (horizontal). This drives up cost since the design for this one heater uses engineering resources that could otherwise be used on an increasing volume of more typical horizontal heaters, and typically for orders of more than one heater.

## **Alternatives**

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

1. Move to approve the award of the Feedwater Heater Tube Bundle
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 award the bid for Feedwater Heater Tube Bundle to American Exchanger Services, Inc., from Hartford, Wisconsin as the low responsive bidder, with the bid price of \$298,500.00, plus acceptance of the option of providing a replacement feedwater heater shell for \$11,615.00

## **Sample Motion**

Motion to award the bid for Feedwater Heater Tube Bundle, with new heater shell, in the amount of \$310,115.00 to American Exchanger Services, Inc.



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 24, 2006 at 11:00 a.m.  
**FOR:** Feedwater Heater Tube Bundle  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$225,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** September 27, 2006  
**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

<b>Bidder:</b>	<u>American Exchanger Services, Inc.</u> Hartford, WI	<u>Thermal Engineering International</u> Santa Fe Springs, CA
<b>Bid Security:</b>	\$16,000.00	Westchester Fire Insurance Co.
<b>Exceptions:</b>	Noted	Noted
<b>Bid Price:</b>	\$298,500.00	\$445,400.00

<b>Bidder:</b>	<u>Yuba Heat Transfer LLC</u> Tulsa, OK
<b>Bid Security:</b>	Westchester Fire Insurance Co.
<b>Exceptions:</b>	Noted
<b>Bid Price:</b>	\$313,214.00

cc: Gary Mader, Utilities Director  
Karen Nagel, Utilities Secretary  
Gary Greer, City Administrator  
Sherry Peters, Legal Secretary

Bob Smith, Assist. Utilities Director  
Pat Gericke, Utilities Admin. Assist.  
Dale Shotkoski, Purchasing Agent

RESOLUTION 2006-329

WHEREAS, the City of Grand Island invited sealed bids for a Feedwater Heater Tube Bundle for the Utilities Department, according to specifications on file with the Utilities Department; and

WHEREAS, on October 24, 2006, three bids were received, opened and reviewed; and

WHEREAS, the bid from American Exchanger Services, Inc., from Hartford, Wisconsin, was the lowest bid received, and the only bid submitted to comply with the specified delivery date of August 31, 2007, and such bid was in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$310,115.00; and

WHEREAS, such bid exceeds the estimate for such Feedwater Heater Tube Bundle, however, due to increasing material costs and increasing demand for power plant equipment since the engineer's estimate was prepared, the bid of American Exchanger Services, Inc., is fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of American Exchanger Services, Inc. of Hartford, Wisconsin, in the amount of \$310,115.00 for a Feedwater Heater Tube Bundle is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 8, 2006	☐ City Attorney



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G6

**#2006-330 - Approving Agreement with CH2M Hill for  
Engineering Consulting Services for Composting System  
Improvements at the Waste Water Treatment Plant**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** November 14, 2006

**Subject:** Approving Agreement with CH2M Hill for Engineering Consulting Services for Composting System Improvements; Waste Water Division

**Item #'s:** G-6

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

## **Background**

The Facility Plan Update was presented to the Grand Island City Council on August 29, 2006 by the engineering firm CH2M Hill of Englewood, Colorado. The City of Grand Island Administration was directed to proceed forward with proposals for engineering for a scaled composting facility.

The request for proposals was advertised in the Grand Island Independent on September 27, 2006 and sent to five (5) consulting engineering firms. One (1) proposal was received on October 12, 2006 from CH2M Hill of Englewood Colorado.

## **Discussion**

The proposal was reviewed by Public Works Staff. An agreement of understanding has been negotiated with CH2M Hill of Englewood, Colorado. The agreement with CH2M Hill shall be for final design services, bidding services, programming and services during construction. The work will be performed at actual costs with a maximum of \$399,200.

## **Alternatives**

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

1. Move to approve a resolution authorizing the Mayor to execute 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 a Resolution allowing the Mayor to sign the agreement for actual costs with a maximum amount of \$399,200.

### **Sample Motion**

Motion to approve the agreement with CH2M Hill of Englewood, Colorado to perform consulting engineering services for composting system improvements.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
COMPOSTING SYSTEM IMPROVEMENTS**

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

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** September 27, 2006

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY OF PROPOSALS RECEIVED**

**CH2M Hill**  
Englewood, CO

cc: Steve Riehle, Public Works Director  
Danelle Collins, Admin. Assist PW  
David Springer, Finance Director  
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director  
Gary Greer, City Administrator  
Dale Shotkoski, Purchasing Agent

**P1116**

This AGREEMENT is between CH2M HILL INC., ("ENGINEER"), and the City of Grand Island ("OWNER") for a PROJECT generally described as:

Compost System Improvements

#### **ARTICLE 1. SCOPE OF SERVICES**

ENGINEER will perform the Scope of Services set forth in Attachment A.

#### **ARTICLE 2. COMPENSATION**

OWNER will compensate ENGINEER as set forth in Attachment B. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER's employees.

#### **ARTICLE 3. TERMS OF PAYMENT**

OWNER will pay ENGINEER as follows:

##### **3.1 Invoices and Time of Payment**

ENGINEER will issue monthly invoices pursuant to Attachment B. Invoices are due and payable within 30 days of receipt.

##### **3.2 Interest**

~~3.2.1 — OWNER will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.~~

~~3.2.2 — In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.~~

~~3.2.3 — If OWNER fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.~~

#### **ARTICLE 4. OBLIGATIONS OF ENGINEER**

##### **4.1 Standard of Care**

The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will reperform any services not meeting this standard without additional compensation.

##### **4.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

##### **4.3 ENGINEER's Personnel at Construction Site**

4.3.1 The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

4.3.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors

include manufacturers of materials incorporated into the construction work.

#### **4.4 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.5 Construction Progress Payments**

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

#### **4.6 Record Drawings**

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

#### **4.7 Access to ENGINEER's Accounting Records**

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit accounting records applicable to a cost-reimbursable type compensation.

#### **4.8 ENGINEER's Insurance**

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
- (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

### **ARTICLE 5. OBLIGATIONS OF OWNER**

#### **5.1 OWNER-Furnished Data**

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

#### **5.2 Access to Facilities and Property**

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

#### **5.3 Advertisements, Permits, and Access**

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

#### **5.4 Timely Review**

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

#### **5.5 Prompt Notice**

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

## 5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

## 5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees to include in all construction contracts the provisions of Article 4.3, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy.

5.7.3 OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

## 5.8 OWNER's Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.8.2 OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.

5.8.3 OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and subcontractors. OWNER will provide ENGINEER a copy of such policy.

## 5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

## 5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

## ARTICLE 6. GENERAL LEGAL PROVISIONS

### 6.1 Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

### 6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. OWNER intends to use documents for future projects, but agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

### 6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

### 6.4 Limitation of Liability

6.4.1 To the maximum extent permitted by law, ENGINEER's liability for OWNER's damages will not, in the aggregate, exceed \$1,000,000.

6.4.2 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

6.4.3 This limitation of liability will apply whether ENGINEER's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.

### 6.5 Termination

6.5.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited

to, reassignment of personnel, subcontract termination costs, and related closeout costs.

#### **6.6 Suspension, Delay, or Interruption of Work**

OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER's contract price and schedule shall be equitably adjusted.

#### **6.7 No Third-Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

#### **6.8 Indemnification**

6.8.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

6.8.2 OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the PROJECT.

#### **6.9 Assignment**

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

#### **6.10 Consequential Damages**

To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such damages.

#### **6.11 Waiver**

OWNER waives all claims against ENGINEER, including those for latent defects, that are not brought within 2 years of substantial completion of the facility designed or final payment to ENGINEER, whichever is earlier.

#### **6.12 Jurisdiction**

The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

#### **6.13 Severability and Survival**

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

#### **6.14 Materials and Samples**

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

#### **6.15 Engineer's Deliverables**

Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

#### **6.16 Dispute Resolution**

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

#### **6.17 Ownership of Work Product and Inventions**

All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. OWNER shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

### **ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES**

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A--Scope of Services  
Attachment B--Compensation

IN WITNESS WHEREOF, the parties execute below:

For OWNER, \_\_\_\_\_

dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (printed) \_\_\_\_\_

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

*JMS 11-3-06*

For ENGINEER, CH2M HILL INC.,

dated this 31<sup>ST</sup> day of OCTOBER, 2006

Signature *Lawrence J. Schimmeller*

Signature \_\_\_\_\_

Name (printed) LAWRENCE J. SCHIMMELLER

Name (printed) \_\_\_\_\_

Title PROJECT DELIVERY LEADER

Title \_\_\_\_\_

# **Scope of Work – Composting System Improvements**

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Original Dated: October 30, 2006

## **General**

This scope of work describes the services to be rendered by CH2M HILL (the "ENGINEER") to the CITY of Grand Island (the "CITY") for the design and services during construction of an aerated static pile composting system at the Grand Island Wastewater Treatment Plant (WWTP).

## **Project Information**

**Project Title:** Composting System Improvements (the "PROJECT")

**Objective:** The CITY requires the modification of their existing composting system. Improvements include the construction of an aerated static pile composting system for a portion of the WWTP's sludge. This facility is to be sized from 25 percent to 50 percent of the current sludge production volume. This scope of work is intended to provide final design services, bidding services and services during construction for these improvements.

**Project Location:** The project site is the Grand Island WWTP in Grand Island, Nebraska.

## **Project Description**

The improvements included under this scope are as generally described below:

- Provide final design services to install an aerated static pile composting system for the City of Grand Island wastewater treatment plant.
- Assist the City in modifying their composting system permit.
- Provide bidding services for the design package.
- Provide services during construction to assist the City with change orders, payment applications, and submittals.
- Other items not specifically listed to provide a complete and workable composting system.



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## **Work Tasks**

ENGINEER shall perform the following specific tasks as part of this Scope of Work:

### **Task 1 – Preliminary Design Services**

**Objective:** Select the location, configuration and components of the design. Further advance the concept report in the actual selection of process type and location of equipment.

**Subtasks:**

- 1.1 Conduct a kick-off meeting with CITY staff in Grand Island. The meeting will include the ENGINEER's project manager, and the composting engineer. This meeting will be used to set the project's direction and obtain a basic understanding regarding the project needs and requirements.
- 1.2 ENGINEER will assist with the preparation of scope of work for the surveyor, if deemed necessary by CITY staff. It is understood that consultants under a separate contract with the CITY will perform a survey of the area.
- 1.3 Conduct a geotechnical investigation. Provide two borings within the footprint of the new facility. Identify groundwater levels and log soil strata. Appropriate soil samples will be collected and laboratory analyses will be performed to classify soils and determine engineering properties for the foundation design.

**Deliverables:** Meeting summary from the kickoff workshop, geotechnical report.

### **Task 2 – Final Design Phase**

**Objective:** Prepare contract documents for the construction of the improvements identified herein.

**Subtasks:**

- 2.1 Schematic Design. Prepare drawings and other supporting information as necessary in sufficient detail to define the equipment sizing and facilities configuration, including preliminary facility layouts, and process and instrumentation diagrams (P&IDs). Provide a preliminary opinion of cost for the facilities. The project manager and project engineer will conduct a one-day workshop in Grand Island to review the schematic design work products with CITY staff.
- 2.2 60 % (Design Development) Review. The ENGINEER will provide drawings and certain technical specifications at approximately the 60 percent complete stage for review by the CITY and the ENGINEER. This information will further define the facilities and will provide the CITY an opportunity to comment on the direction of the design prior to the detailed preparation of contract documents. The project manager and project engineer will conduct a one-day workshop in Grand Island to review the work products with CITY staff.
- 2.3 95 % (Contract Document Preparation) Review. Prepare plans and specifications for final review prior to finalizing the contract documents for bidding. This submittal will include all drawings and specifications to be included in the bidding documents. An updated opinion of cost will be provided at this time also. The project manager and project engineer will conduct a one-day workshop in Grand Island to review the work

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products with CITY staff. See the attached preliminary list of drawings to be included as contract drawings.

- 2.4 **Contract Documents Submittal.** Prepare and deliver final contract documents to the CITY. Provide electronic copies of the drawings and specifications on a CD-ROM. Provide ENGINEER's final opinion of construction cost. This cost opinion will be the cost opinion submitted with the 95 percent review documents, modified as necessary to reflect any changes to the project following final review. Contract Documents shall consist of drawings and specifications that set forth the requirements for construction of improvements and shall include proposal forms, notice to bidders, bid forms, bond forms, as needed by the CITY to competitively bid the work. Specifications, including proposal forms, notice to bidders, bid forms, bond forms and technical specifications will be prepared using ENGINEER's standard forms.

**Deliverables:** Schematic Design package, 60% review package, 95% review package, workshop minutes, 100% contract documents, and meeting summaries following workshops. A total of 5 half sized bond copies of each will be provided.

### ***Task 3 – Bidding Services***

**Objective:** Provide assistance to CITY staff during the bidding phase of the PROJECT.

#### ***Subtasks:***

- 3.1 Review and evaluate technical questions from prospective bidders during the bidding process, and prepare addenda, as necessary, to interpret, clarify, or expand the Contract Documents prior to opening of bids. Questions will be answered directly by the ENGINEER.
- 3.2 It is understood that the CITY will have responsibility for distributing copies of the contract documents and addenda to prospective bidders, and for making copies of the contract documents beyond the original sets provided by the ENGINEER.
- 3.3 Assist the CITY at one pre-bid conference and site visit during a one-day visit to Grand Island. The project manager will attend this conference.
- 3.4 Evaluate the technical aspects of the bids, subcontractors and suppliers, as appropriate, make a recommendation regarding award, and assist the CITY in the award of the contract. A memo of recommendation will be prepared if required. ENGINEER will not attend the bid opening.

**Deliverables:** Memo of recommendation, responses to contractor technical questions, addenda if necessary.

### ***Task 4 – Services During Construction***

**Objective:** Provide engineering services during construction (SDC) to assist CITY during the construction phase of the PROJECT. These services are intended to assist the CITY in administering the contract for construction, monitoring the performance of the construction contractor, verifying that the contractor's work is in substantial compliance with the contract documents, and responding to events that occur during construction. It is

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understood that the resident project representative (RPR) and daily inspection services are being provided by the CITY.

**Subtasks:**

- 4.1 Conduct a pre-construction conference with CITY staff, the successful bidder, and other appropriate representatives to establish a program of construction activities. Attendance will be by the ENGINEER's project manager.
- 4.2 Design Team Site Visits. Coordinate visits approximately every six weeks to the site by a single design team member to review the progress and quality of the work and to determine if the work is proceeding in accordance with the intent of the Contract Documents. Visit timing may be adjusted to coordinate with critical installations or specific issues. The design team member will observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team member by the contractor or the CITY.
- 4.3 Shop Drawings. Review the contractor's shop drawings, samples and other submittals, and maintain a log to track them. Review shall be for general conformance with the design concept and general compliance with the requirements of the contract documents for construction. Such review shall not relieve the contractor from his responsibility for performance in accordance with the contract documents for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- 4.4 Alternates. Consider and make recommendations regarding the acceptability of alternate materials or equipment proposed by the Contractor. Review the alternate proposals with the CITY.
- 4.5 Safety. ENGINEER will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. ENGINEER will notify affected personnel of site conditions posing an imminent danger to them when observed by the ENGINEER. ENGINEER is not responsible for health or safety precautions of construction workers, nor is ENGINEER responsible for the contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.
- 4.6 Schedule. Review the accuracy and appropriateness of contractor's construction schedule and monitor actual versus scheduled progress.
- 4.7 Changes. Jointly with the CITY, prepare, negotiate, and submit contract change orders necessary to achieve the intent of the contract documents for construction.
- 4.8 Requests for Information: Respond to technical questions and requests for information from the contractor to clarify design as needed to implement construction.
- 4.9 Final Review. Assist the CITY with inspections at substantial and final completion, in accordance with the contract documents for construction. ENGINEER will assist in preparing punch lists of items requiring completion or correction, and will make recommendations to the CITY regarding the acceptance of the work based on the

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results of the final inspection. Two, single-day trips to Grand Island made by one person are assumed for this work.

- 4.10 Initial Operation. Make up to two one-day visits to the site to assist in startup and initial operation to determine if the facility is operating properly and to familiarize the CITY staff with the design intent of the project. Visits will be by the project manager.
- 4.11 Record Drawings. Prepare and submit to the CITY, upon completion of the work, one electronic file and four half size hard copies of record drawings of the work as generally constructed, using information supplied by the contractor and onsite inspection personnel.
- 4.12 Field Safety Instructions. Prepare a set of project instructions and field safety instructions providing directions for the services to be provided for ENGINEER's staff assigned to assist with project execution. These instructions are primarily required for the internal management of the project but will be submitted to the CITY for review and input.

**Deliverables:** Record drawings, Meeting minutes, Preconstruction meeting minutes, and shop drawing approvals.

#### **Task 5 – Process Computer Control System Programming and Integration**

**Objective:** Provide Process Computer Programming tasks of the existing TI PLC and FactoryLink HMI application programs. Programming tasks shall include logic and graphical interface screens for monitoring and control of the composting system process designed under this project.

#### **Subtasks:**

- 5.1 Gather all data pertinent to the upgrade of the existing application programs and the composting system, including existing programs and information regarding additions, modifications or deletions to the originally installed process computer system.
- 5.2 Develop and provide for CITY staff review, Process Control Narratives based on the design documents and intended operation of the composting system processes.
- 5.3 Conduct a workshop with CITY staff and ENGINEER's programming staff to review and update the Process Control Narratives providing a document that establishes the requirements for the programming tasks.
- 5.4 Based on the contract documents for construction and approved Process Control Narratives, develop TI PLC application program modifications to the existing application programs to include the processes for the PROJECT and interface with the FactoryLink HMI application program.
- 5.5 Based on the contract documents for construction and approved Process Control Narratives, develop FactoryLink HMI application program modifications to the existing application programs including:
- 5.6 Install and connect communication components in the Main Control Room of the WWTP.

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- 5.7 Interface with the CONTRACTOR to establish the required communications network modifications per the contract documents for construction. Interface with CITY staff and provide guidance in the purchase requirements of required Owner-furnished hardware.
  - 5.8 Assist the CONTRACTOR in the startup of the composting system with regard to the application programs functionality as defined in the contract documents for construction and the Process Control Narratives.
  - 5.9 This task will be completed by DH Automation a subcontractor to the Engineer.

**Deliverables:** Applications programs for the completed TI PLC and FactoryLink HMI modified software.

### **Task 6 – Project Management**

**Objective:** Keep the CITY informed on the progress of the PROJECT. Provide project management and administrative activities to support the technical work performed.

#### **Subtasks:**

- 6.1 Project Instructions. Prepare a set of project instructions providing directions for the services to be provided for all principal personnel and staff assigned to assist with project execution. A general description of the work, the anticipated schedule, the ENGINEER's opinion of construction cost, communication between the CITY and ENGINEER, and other background data and project execution procedures will be discussed. These instructions will be submitted for informational purposes to the CITY. Project instructions will be prepared at both the start of design and the start of construction.
- 6.2 Provide project set-up, invoice preparation, ongoing project cost control, staff support and coordination services.
- 6.3 Coordination of project activities. ENGINEER will be responsible for coordinating project activities with the CITY, other consultants, and the various agencies.

**Deliverables:** Project instructions and invoices.

### **Basis of Design Scope and Fee Development**

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort. These assumptions are in addition to the scope set forth in the foregoing scope of work.

1. Fee development was based on the assumptions in this scope of work and on a potential drawing list. This list of drawings is included with this scope of work as Attachment A1.
2. The CITY will make its facilities accessible to ENGINEER as required for ENGINEER's performance of services and will provide labor and safety equipment as needed by ENGINEER for such access.

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3. As-built drawings, aerial mapping, previous annual reports and plant monitoring data are available and will be provided by the CITY.
  4. The design phase work on this project will last approximately 6 months from authorization to proceed and will be finished during calendar year 2007. The bidding phase work on this project will last a total of 6 weeks and will be completed in calendar year 2007.
  5. The design approach will be based on interactive workshops and informal deliverables, (sketches, a few drawings, catalogue cuts, workshop meeting minutes) as opposed to formal, comprehensive documentation such as technical memoranda, extensive drawings, or a formal report. A maximum of four workshops are anticipated, including the project kickoff, and at the conclusion of schematic design, 60 percent design development and 95 percent contract document preparation.
  6. With the exception of the final review, the project team will not stop work during formal review of submittals.
  7. The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Changes in these codes may necessitate a change in scope.
  8. The design documents will be prepared for a single construction contract with a fixed price.
  9. ENGINEER's master specifications will be used as the basis for all specifications, including ENGINEER's Division 0 and Division 1 documents. The drawings will follow ENGINEER's CAD standards. Microstation™ will be used to develop the drawings. The drawings will be converted to AutoCAD™ and delivered in electronic form to the CITY at the end of the bid process.
  10. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted as a separate contract.
  11. Site drawings will only be prepared for those sectors in the plant where new facilities are to be constructed. The only roadway work required is in the immediate area of the new facilities.
  12. Design concerning "plant-wide" utility systems such as basin drainage, water, and in-plant waste collection/disposal will be limited to extensions and/or changes in existing piping.
  13. A total of two (2) additional site visits by the project manager or project engineer have been included for support, coordination and project management purposes during the design phase.
  14. Charges collected from potential bidders requesting contract documents will be the property of the CITY and will not be payable to ENGINEER.
  15. The SDC phase of the sludge PROJECT will last 7 months from authorization to proceed and will be finished during calendar year 2007.

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16. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted as a separate contract.
  17. SDC for the composting system PROJECT is based upon the CITY executing a contract for construction with the CONTRACTOR that is consistent with ENGINEER's agreement, and that provides the requisite authority for ENGINEER to fulfill its SDC responsibilities.
  18. SDC are based upon the schedule or duration of construction anticipated at the time these services are agreed. Deviations from the anticipated schedule or duration of the construction will materially affect the scope of these services and ENGINEER's compensation for the work and will require adjustments.
  19. ENGINEER will not be responsible for the means, methods techniques, sequences or procedures of the contractor, nor shall ENGINEER be responsible for the contractor's failure to perform in accordance with the contract documents.
  20. The construction documents will require the construction contractors to employ independent firms for material testing, specialty inspection, surveys, or other services related to verifying the quality and quantity of the contractor's work. ENGINEER will review the reports and other information prepared and provided by the independent testing firms. ENGINEER shall not be responsible for the timeliness, accuracy, or completeness of the work and reports of the independent testing, inspection and survey firms.
  21. Any labor and expenses required to address construction claims, unforeseen subsurface considerations or additional construction requested by the contractor or CITY would be additional costs. Any claims resolution or litigation assistance requested of ENGINEER will constitute additional services.
  22. Itemized items (for composting system PROJECT):
    - Up to 60 original submittals and 30 re-submittals will be reviewed. This includes shop drawings, O&M submittals and samples. Submittal reviews will require 4.7 hours of review time on average. This will consist of 3.8 hours of project engineer time and 0.9 hours of administrative time for documentation, management and handling.
    - Up to 8 construction schedules and updates will be reviewed. This will consist of 3 hours of engineer time for review of each schedule.
    - Up to 35 requests for interpretation/clarification will be reviewed and responses provided. An average of 2 hours of project engineer time will be required for each.
    - Up to 4 change orders will be prepared. It is assumed that change orders will amount to a value no more than 3 percent of the original bid amount.
    - Up to 8 monthly pay requests and one final pay request will be reviewed. This will consist of 3 hours of project engineer's time for review.

## **Scope of Work – Sheet Count**

<b>No.</b>	<b>Sheet Type</b>	<b>Sheet Description</b>
1	G	Title, drawing index and location plan
2	G	Abbreviations, notes and legends
3	G	Structural and Mechanical Legend & Notes
4	G	Electrical Legend & Notes
5	G	I&C legend and Notes
6	C	Civil Site Plan (overall)
7	C	Civil Site Grading
8	C	Civil Site Utilities
9	C	Civil Plan and Profile
10	E	Electrical Site Plan
11	S	Overall Structural Plan
12	S	Compost Sections and Details
13	S	Biofilter Sections and Details
14	S	Foundation Plan of Electrical Building
15	S	Electrical Building plan and sections
16	S	Electrical Building wall sections
17	S	Structural Details
18	S	Structural Details
19	M	Blower Piping Plan (overall)
20	M	Blower Piping Sections
21	M	Blower Piping (3-D)
22	M	Blower Piping Details
23	I	Compost and Biofilter P&ID
24	E	Electrical Process Plan
25	E	Electrical One-Line Diagram
26	E	Electrical Equipment Control Schematics
27	SD	Standard Details
28	SD	Standard Details
29	SD	Standard Details
30	SD	Standard Details



## ATTACHMENT B - COMPENSATION

### ARTICLE 2. COMPENSATION

Compensation by OWNER to ENGINEER will be as follows:

#### A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in ARTICLE 1, ENGINEER's actual cost will be computed by multiplying Direct Salaries by Salary Costs and by a factor of 2.0667, and adding Direct Expenses, and adding a service charge of zero percent for Direct Expenses and zero percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

#### B. MAXIMUM BUDGET

A budgetary maximum amount of three hundred ninety nine thousand, two hundred Dollars (\$ 399,200.00 USD), excluding taxes, is hereby established for services in ARTICLE 1. ENGINEER will make reasonable efforts to complete the work within the budget and will keep OWNER informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is OWNER obligated to pay ENGINEER beyond these limits.

When any budget has been increased, ENGINEER's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

This maximum budget can only be exceeded if approved by the OWNER in writing.

#### C. DIRECT SALARIES

Direct Salaries are the amount of wages or salaries paid ENGINEER's employees for work directly performed on the PROJECT, exclusive of all payroll-related taxes, payments, premiums, and benefits.

#### D. SALARY COSTS

Salary Costs are the amount of wages or salaries paid ENGINEER's employees for work directly performed on the PROJECT plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payment, premiums, and benefits.

#### E. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, special OWNER approved PROJECT specific insurance, letters of credit, bonds, and equipment and supplies; (2) ENGINEER's current standard rate charges for direct use of ENGINEER's vehicles, laboratory test and analysis, and certain field equipment; and (3) ENGINEER's standard project charges for computing systems (\$1.85 per hour for all personnel), and special health and safety requirements of OSHA (\$1.75 per hour, if an employee is trained in health and safety).

R E S O L U T I O N 2006-330

WHEREAS, on August 29, 2006, the Waste Water Treatment Plant (WWTP) Facility Plan Update presentation was conducted to Council; and

WHEREAS, on August 29, 2006, the City of Grand Island Administration directed to proceed with proposals for consulting engineering services for a scaled composting facility at the WWTP; and

WHEREAS, on September 27, 2006, an invitation for request for proposals was advertised in the Grand Island Independent as on file with the Public Works Department; and

WHEREAS, on October 12, 2006, proposals were received and one engineering firm, CH2M Hill of Englewood, Colorado, responded to the request for proposals; and

WHEREAS, a maximum cost and an agreement of understanding has been negotiated with CH2M Hill of Englewood, Colorado for final design services, bidding services, programming and services during construction; and

WHEREAS, work will be performed at actual costs with a maximum budgetary amount for all services of \$399,200.00; and

WHEREAS, such contract is reasonable and acceptable.

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 sign the agreement for final design services, bidding services, programming and services during construction for Composting System Improvements with the engineering firm of CH2M Hill of Englewood, Colorado at the Grand Island Waste Water Treatment Plant of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G7

**#2006-331 - Approving Acquisition of Sidewalk Easement at 720 W  
Stolley Park Road (John and Colleen Street)**

Staff Contact: Steven Riehle

R E S O L U T I O N 2006-331

WHEREAS, the City Council of the City of Grand Island has encouraged public sidewalks in all areas of the community to facilitate safe pedestrian traffic; and

WHEREAS, after discussions with the property owner located at 720 West Stolley Park Road, it was agreed that John and Colleen Street would grant the city a sidewalk easement just outside the right-of-way along Adams Street to allow for the installation of a sidewalk for public use; and

WHEREAS, a public hearing was held on November 14, 2006, for the purpose of discussing the proposed acquisition of a sidewalk easement consisting of the West Five Feet (5') of Lot One (1), in Jack Bailey Subdivision in the City of Grand Island, Hall County, Nebraska, except a tract of land deeded to the City of Grand Island, recorded as Document No. 78-000994 in the Office of the Register of Deeds.

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 sidewalk easement from John and Colleen Street, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

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

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
November 8, 2006       ☐ City Attorney



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G8

**#2006-332 - Approving Acquisition of Right-of-Way along the South Side of Capital Avenue (2490 Carlton Avenue, 2449 Carlton Avenue, and 2485 N Diers Avenue, John R. Menard)**

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

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2006-332

WHEREAS, a Public Street Right-of-Way and temporary construction easements are required by the City of Grand Island from John R. Menard, along the property at 2490 Carleton Avenue, 2449 Carleton Avenue, and 2485 North Diers Avenue for the widening of Capital Avenue from the Moores Creek Drainway to Webb Road; and

WHEREAS, a public hearing was held on November 14, 2006, for the purpose of discussing the proposed acquisition of Public Street Right-of-Way and temporary construction easements along a tract of land consisting of Lots Two (2), Three (3), and Six (6) in Menards Second Subdivision in the City of Grand Island , Hall County, Nebraska.

WHEREAS, although city officials continue to negotiate with the affected property owner for the acquisition of such property for Public Street Right-of-Way and temporary construction easements, negotiations have not been successful; and

WHEREAS, it is recommended that the City Attorney be authorized to commence condemnation proceedings on behalf of the City of Grand Island for acquisition of Public Street Right-of-Way and temporary construction easements as described in Exhibit "A" for this project if such acquisition cannot be successfully negotiated; and

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

1. The City of Grand Island be, and hereby is, authorized to acquire Public Street Right-of-Way and temporary construction easements as described in Exhibit "A" attached hereto from John R. Menard.

2. If successful negotiations for the acquisition of property are not possible, the City Attorney is hereby authorized and directed to commence condemnation proceedings on behalf of the City of Grand Island to acquire such property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

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

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
November 8, 2006       ☐ City Attorney

Exhibit "A"

Acquisition of Property along the South Side of Capital Avenue  
2490 Carleton Avenue, 2449 Carleton Avenue and 2485 N Diers Avenue  
(John R. Menard)

<p><b><u>TRACT 16</u></b> <b>RIGHT-OF-WAY</b></p>	<p>A TRACT OF LAND CONSISTING OF PART OF LOT 2, MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4,NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°00'53"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 229.36 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 2, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH R.O.W. LINE OF CAPITAL AVENUE AND THE WEST R.O.W. LINE OF CARLETON AVENUE; THENCE S41°18'54"E ALONG THE NORTHEAST LINE OF SAID LOT 2 A DISTANCE OF 28.11 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 2; THENCE N64°57'47"W A DISTANCE OF 36.36 FEET; THENCE N89°01'29"W A DISTANCE OF 122.48 FEET; THENCE N85°18'49"W A DISTANCE OF 92.78 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1257.11 SQUARE FEET OR 0.029 ACRES MORE OR LESS.</p>
<p><b><u>TRACT 16</u></b> <b>TEMPORARY EASEMENT</b></p>	<p>A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 2 OF MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, T11N, R10W OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ON AN ASSUMED BEARING OF N00°15'16"E ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 204.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°15'16"E ALONG SAID WEST LINE A DISTANCE OF 21.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S85°18'49"E A DISTANCE OF 92.78 FEET; THENCE S89°01'29"E A DISTANCE OF 122.48 FEET; THENCE S64°57'47"E A DISTANCE OF 36.36 FEET TO A POINT ON THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF</p>

	<p>CARLETON AVENUE; THENCE S00°15'07"W ALONG SAID WEST R.O.W. LINE A DISTANCE OF 0.17 FEET; THENCE N89°01'29"W A DISTANCE OF 248.01 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 3753.16 SQUARE FEET OR 0.086 ACRES MORE LESS.</p>
<p><b><u>TRACT 17</u></b>  <b>RIGHT-OF-WAY</b></p>	<p>A TRACT OF LAND CONSISTING OF PART OF LOT 3, MENARD SECOND SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT A NORTHEASTERLY CORNER OF LOT 6 OF SAID MENARD SECOND SUBDIVISION, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE ON AN ASSUMED BEARING OF N89°00'53"W ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 637.47 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°19'09"W ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 10.05 FEET; THENCE N86°03'59"W A DISTANCE OF 56.05 FEET; THENCE N88°21'33"W A DISTANCE OF 38.71 FEET; THENCE S72°23'29"W A DISTANCE OF 29.29 FEET; THENCE S20°07'11"W A DISTANCE OF 23.22 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST R.O.W. LINE OF CARLETON AVENUE; THENCE N00°15'20"E ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 16.21 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 3; THENCE N42°39'21"E ALONG THE NORTHWEST LINE OF SAID LOT 3 A DISTANCE OF 29.17 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 3, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE EAST R.O.W. LINE OF CARLETON AVENUE AND THE SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°00'53"E ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 110.75 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1066.63 SQUARE FEET OR 0.024 ACRES MORE OR LESS.</p>
<p><b><u>TRACT 17</u></b>  <b>TEMPORARY EASEMENT</b></p>	<p>A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 3 OF MENARD SECOND SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p>



	<p>COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE ON AN ASSUMED BEARING OF S00°19'09"W ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°19'09"W ALONG SAID EAST LINE A DISTANCE OF 12.76 FEET; THENCE N88°21'33"W A DISTANCE OF 92.47 FEET; THENCE S72°23'29"W A DISTANCE OF 26.74 FEET; THENCE S59°03'23"W A DISTANCE OF 14.61 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE N20°07'11"E A DISTANCE OF 23.22 FEET; THENCE N72°23'29"E A DISTANCE OF 29.29 FEET; THENCE S88°21'33"E A DISTANCE OF 38.71 FEET; THENCE S86°03'59"E A DISTANCE OF 56.05 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 1867.52 SQUARE FEET OR 0.043 ACRES MORE OR LESS.</p>
<p><b><u>TRACT 19</u></b> <b>RIGHT-OF-WAY</b></p>	<p>A TRACT OF LAND CONSISTING OF PART OF LOT 6, MENARD SECOND SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4, NE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF DIERS AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°20'26"E ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 227.10 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 6; THENCE N38°52'23"E ALONG THE NORTHWEST LINE OF SAID LOT 6 A DISTANCE OF 27.85 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 6, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE EAST R.O.W. LINE OF DIERS AVENUE AND THE SOUTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°00'53"E ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 190.09 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 6; THENCE S39°09'42"E ALONG THE NORTHEAST LINE OF SAID LOT 6 A DISTANCE OF 48.99 FEET; THENCE N89°03'22"W A DISTANCE OF 211.60 FEET; THENCE S46°42'02"W A DISTANCE OF 23.49 FEET; THENCE S00°20'26"W A DISTANCE OF 195.05 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE N89°10'32"W ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 10434.79 SQUARE FEET OR 0.240 ACRES MORE OR LESS.</p>

**TRACT 19**

**TEMPORARY  
EASEMENT**

A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 6 OF MENARD SECOND SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF S89°11'04"E ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE N00°20'26"E A DISTANCE OF 195.05 FEET; THENCE N46°42'02"E A DISTANCE OF 23.49 FEET; THENCE S89°03'22"E A DISTANCE OF 211.60 FEET TO A POINT ON THE NORTHEAST LINE OF SAID LOT 6; THENCE S39°09'42"E ALONG SAID NORTHEAST LINE A DISTANCE OF 19.61 FEET; THENCE N89°03'22"W A DISTANCE OF 231.08 FEET; THENCE S00°20'26"W A DISTANCE OF 196.41 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE N89°11'04"W ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 5347.50 SQUARE FEET OR 0.123 ACRES MORE OR LESS.



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G9

**#2006-333 - Approving Acquisition of Right-of-Way along 3426 W  
Capital Avenue (Robert D. Hancock and Patricia J. Hancock)**

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

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2006-333

WHEREAS, a Public Street Right-of-Way and temporary construction easements are required by the City of Grand Island from Robert D. Hancock and Patricia J. Hancock, husband and wife, along the property at 3426 West Capital Avenue for the widening of Capital Avenue from the Moores Creek Drainway to Webb Road; and

WHEREAS, a public hearing was held on November 14, 2006, for the purpose of discussing the proposed acquisition of Public Street Right-of-Way and temporary construction easements along a tract of land consisting of Lots One (1), Two (2), Three (3) and Four (4) in Bels Second Subdivision in the City of Grand Island, Hall County, Nebraska

WHEREAS, although city officials continue to negotiate with the affected property owners for the acquisition of such property for Public Street Right-of-Way and temporary construction easements, negotiations have not been successful; and

WHEREAS, it is recommended that the City Attorney be authorized to commence condemnation proceedings on behalf of the City of Grand Island for acquisition of Public Street Right-of-Way and temporary construction easements as described in Exhibit "A" for this project if such acquisition cannot be successfully negotiated; and

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

1. The City of Grand Island be, and hereby is, authorized to acquire Public Street Right-of-Way and temporary construction easements as described in Exhibit "A" attached hereto from Robert D. Hancock and Patricia J. Hancock.

2. If successful negotiations for the acquisition of property are not possible, the City Attorney is hereby authorized and directed to commence condemnation proceedings on behalf of the City of Grand Island to acquire such property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

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

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
November 8, 2006       ☐ City Attorney

Exhibit "A"

Acquisition of Property along the North Side of Capital Avenue  
3426 W Capital Avenue  
(Robert D. Hancock and Patricia J. Hancock)

<p><b><u>TRACT 6</u></b></p> <p><b>RIGHT-OF-WAY</b></p>	<p>A TRACT OF LAND CONSISTING OF PART OF LOT 1, BELS SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4,SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, BELS SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF ST. PATRICK AVENUE AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°20'53"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET; THENCE S44°19'51"E A DISTANCE OF 14.22 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N89°00'34"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 50.00 SQUARE FEET OR 0.001 ACRES MORE OR LESS.</p>
<p><b><u>TRACT 6</u></b></p> <p><b>TEMPORARY EASEMENT</b></p>	<p>A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOTS 1, 2 AND 3 OF BELS SECOND SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF N00°20'53"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°20'53"E ALONG SAID EAST LINE A DISTANCE OF 98.26 FEET; THENCE S89°00'34"E A</p>

	<p>DISTANCE OF 10.00 FEET; THENCE S00°20'53"W A DISTANCE OF 93.26 FEET; THENCE S89°00'34"E A DISTANCE OF 138.86 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE S00°22'46"W ALONG SAID EAST LINE A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE N89°00'34"W ALONG THE SOUTH LINE OF SAID LOTS 1, 2 AND 3 A DISTANCE OF 138.86 FEET; THENCE N44°19'51"W A DISTANCE OF 14.22 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 3115.51 SQUARE FEET OR 0.072 ACRES MORE OR LESS.</p>
<p><b><u>TRACT 7</u></b> <b>TEMPORARY EASEMENT</b></p>	<p>A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 4 OF BELS SECOND SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>THE SOUTH 15.00 FEET OF SAID LOT 4. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 749.42 SQUARE FEET OR 0.017 ACRES MORE OR LESS.</p>



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G10

**#2006-334 - Approving Acquisition of Utility Easement along 3428  
W Capital Avenue (Poland Oil, Inc.)**

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

Staff Contact: Steven P. Riehle, Public Works Director

RESOLUTION 2006-334

WHEREAS, a permanent utility and sidewalk easement as well as a temporary construction easement is required by the City of Grand Island from Poland Oil, Inc., along the property at 3428 West Capital Avenue for the widening of Capital Avenue from the Moores Creek Drainway to Webb Road; and

WHEREAS, a public hearing was held on November 14, 2006, for the purpose of discussing the proposed acquisition of a permanent utility and sidewalk easement as well as a temporary construction easement along a tract of land consisting of Lot One (1), Block One (1), Dickey Subdivision, in the City of Grand Island, Hall County, Nebraska

WHEREAS, although city officials continue to negotiate with the affected property owners for the acquisition of such property for a permanent utility and sidewalk easement as well as a temporary construction easement, negotiations have not been successful; and

WHEREAS, it is recommended that the City Attorney be authorized to commence condemnation proceedings on behalf of the City of Grand Island for acquisition of a permanent utility and sidewalk easement as well as a temporary construction easement as described in Exhibit "A" for this project if such acquisition cannot be successfully negotiated; and

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

1. The City of Grand Island be, and hereby is, authorized to acquire a permanent utility and sidewalk easement as well as a temporary construction easement as described in Exhibit "A" attached hereto from Poland Oil, Inc.
2. If successful negotiations for the acquisition of property are not possible, the City Attorney is hereby authorized and directed to commence condemnation proceedings on behalf of the City of Grand Island to acquire such property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

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

Attest:

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

Approved as to Form <input type="checkbox"/> _____ November 8, 2006 <input type="checkbox"/> City Attorney
---------------------------------------------------------------------------------------------------------------



Exhibit "A"

Acquisition of Property along the North Side of Capital Avenue  
3428 W Capital Avenue  
(Poland Oil, Inc. / a.k.a. Sapp Bros)

<p><b><u>TRACT 5</u></b>  <b>PERMANENT EASEMENT</b></p>	<p>A PUBLIC UTILITY AND SIDEWALK EASEMENT CONSISTING OF PART OF LOT 1, BLOCK 1 OF DICKEY SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 1 OF SAID DICKEY SUBDIVISION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY #281; THENCE ON AN ASSUMED BEARING OF S00°29'32"W ALONG THE WEST LINE OF SAID LOTS 1 AND 2 A DISTANCE OF 471.69 FEET TO THE POINT OF BEGINNING; THENCE S88°33'03"E A DISTANCE OF 176.69 FEET; THENCE N66°24'30"E A DISTANCE OF 9.84 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; SAID LINE ALSO BEING THE WEST R.O.W. LINE OF ST. PATRICK AVENUE; THENCE S00°16'58"W ALONG SAID EAST LINE OF LOT 1 A DISTANCE OF 17.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE WEST R.O.W. LINE OF ST. PATRICK AVENUE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE N89°00'48"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 185.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE POINT OF INTERSECTION OF THE NORTH R.O.W. LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF U.S. HIGHWAY #281; THENCE N00°29'32"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 14.33 FEET TO THE POINT OF BEGINNING. SAID PUBLIC UTILITY AND WALK EASEMENT CONTAINS 2541.15 SQUARE FEET OR 0.058 ACRES MORE OR LESS.</p>
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<p><b><u>TRACT 5</u></b></p> <p><b>TEMPORARY EASEMENT</b></p>	<p>A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF PART OF LOT 1, BLOCK 1 OF DICKEY SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF N00°29'32"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 14.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°29'32"E ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET; THENCE S88°33'03"E A DISTANCE OF 149.65 FEET; THENCE N00°16'58"E A DISTANCE OF 35.38 FEET; THENCE S89°00'48"E A DISTANCE OF 21.50 FEET; THENCE N00°16'58"E A DISTANCE OF 101.36 FEET; THENCE S89°43'02"E A DISTANCE OF 14.50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S00°16'58"W ALONG SAID EAST LINE A DISTANCE OF 143.04 FEET; THENCE S66°24'30"W A DISTANCE OF 9.84 FEET; THENCE N88°33'03"W A DISTANCE OF 176.69 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINS 4587.82 SQUARE FEET OR 0.105 ACRES MORE OR LESS.</p>
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# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G11

**#2006-335 - Approving Service Maintenance Agreement with  
Audiovisual, Inc. for GITV Operations**

Staff Contact: Wendy Meyer-Jerke

# Council Agenda Memo

**From:** Wendy Meyer-Jerke, Public Information Officer

**Meeting:** November 14, 2006

**Subject:** GITV Maintenance Agreement with AVI

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

**Presenter(s):** Wendy Meyer-Jerke, Public Information Officer

## Background

GITV - Channels 6 and 56 continue to move forward with the vision and goal of an all digital, broadcast quality studio and equipment within the next two years that will provide the citizens of Grand Island with a broadcast quality television station. GITV focuses on governmental, educational and community related segments to keep the residents informed of the latest happenings within our community. Approximately ten to twelve different segments run daily. In the past few years, GITV has seen multiple upgrades to meet technology changes.

It is important to remember that GITV only has one full-time employee and one part-time employee so when issues arise regarding equipment problems our internal resources are limited. Due to the amount of dollars being put in the GITV station upgrade and the limited technological talents that are within the GITV staff a service maintenance agreement is a necessity.

## Discussion

The proposed service maintenance agreement would be a yearly agreement in an amount of \$3,947.00 that would be provided by Audiovisual, Inc. (AVI) out of Omaha, Nebraska. AVI is the company where the majority of the GITV studio equipment has been purchased from. The contract will include two service checks throughout the year on the GITV studio equipment for preventive maintenance including routine cleaning, adjustments, and repairs. In addition, on demand service throughout the year would be provided by AVI with phone support guaranteed within two hours and on-site support within 24 hours. The agreement also covers labor to perform on-site correction of problems, perform repairs, adjustments to restore system operation and coverage of minor parts. Travel costs are also covered with this service maintenance agreement. Another great thing about this agreement is that it allows for a 10% discount on service

parts, add-on parts to our current equipment and software upgrades. AVI will also take care of the time and cost of mailing in equipment that need to be repaired.

The public information division of the city believes this agreement is essential at this time. Since dollars are being spent on getting broadcast quality equipment, dollars need to be spent to maintain it and to ensure that the studio is running the best it absolutely can. It is important to have the capability of calling up an engineer who is an expert regarding our equipment and knowing that he/she will be able to help fix the problem over the phone or will be down the next day on location to take appropriate action necessary so GITV can be up and running. A small studio like GITV, and one that is located several hours away from most service technicians, often gets put to the bottom of the waiting list when it comes to maintenance calls. By council approving this agreement this would no longer be a concern for GITV.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the service maintenance agreement with AVI, Inc. regarding GITV--Channels 6 and 56.

### **Sample Motion**

Motion to approve the service maintenance agreement with AVI, Inc. of Omaha, Nebraska in an amount of \$3,947.00.



AVI Systems 5055 South 111th Street Omaha, NE 68137

**Service Maintenance Agreement (SMA)  
Gold Level**

**Quote Number 111-06-026788**

Customer Bill To Address:	Maintenance Location Address:	Office / Agreement Information:
City of Grand Island	City of Grand Island	Agreement Number:
100 East 1st Street	100 East 1st Street	Sales Rep: Guy Sauer
Grand Island, NE 68801	Grand Island, NE 68801	TS Approval By:
	TV Studio & Council Chambers	Attachment "B":
		Agreement Type:
Contact Name: Dick Gorgen		
Phone Number: (308) 385-5444		Factory Support:
Customer Number: 633	Contact Name: Dick Gorgen	Support Type:
Customer PO:	Phone Number: (308) 385-5444	System ID Number:

Gold Level Selection	Coverage Term	Coverage Dates
Standard	1 Years	Start: 11/1/2006 End: 10/31/2007

**Plus Services Options Requested**

**Scheduled Comprehensive Maintenance Dates**

Agreement Cost And Terms
1) Coverage Must Be Purchased On All Components Cabled Together In A System. 2) Full Payment Due Net 15 Days And Before Service Coverage Begins. 3) Any Applicable State Or Local Taxes Required Will Be Billed In Addition To This Amount.
<b>Agreement Total</b> <b>\$3,947.00</b>

**Agreement Acceptance and Approval**

Company:	City of Grand Island
Signature:	
Title:	
Print Name:	
Date:	

Company:	AVI Systems
Signature:	<i>Guy Sauer</i>
Title:	Sales Rep
Print Name:	Guy Sauer
Date:	10/29/2006

### Gold Services To Be Provided

- Preventive Maintenance
  - Provides labor to perform two on-site scheduled comprehensive maintenance sessions per year for routine cleaning, adjustments, alignments and repairs
- On Demand Service
  - Provides 5X9 service and support response (Mon – Fri / 8am – 5pm)
  - Provides priority phone support (within 2 hour response time)
  - Provides priority on-site service (within 24 hour response time)
  - Provides labor to perform off-site remote diagnostics and troubleshooting
  - Provides labor to perform on-site troubleshooting to localize and diagnose faults
  - Provides labor to perform on-site correction of problems, perform repairs and adjustments to restore system operation
- Shop Service and Parts
  - Provides labor to perform in-shop diagnostics and repair of faulty equipment
  - Provides all materials and parts (excluding catastrophic parts not covered by manufacturer warranty, and consumables) Minor parts costing less than \$100.00 are covered.
  - Provides preferred purchase rate for catastrophic parts, add-on parts and software upgrades (10% discount)
  - Provides coverage of costs for equipment sent to manufacturer for diagnosis or repair
- Other and Optional Plus Services
  - Provides labor and travel costs
  - Provides software maintenance revisions
  - Provides optional plus services as indicated under the "Plus Services Options Requested" section

### Definitions

1. Priority Service – Means all Agreement work is scheduled ahead of any on-demand work within 2 hour or 24 hour response times as indicated within the Agreement.
2. Scheduled Maintenance – Defined as the Technical Personnel of AVI Systems performing the necessary cleaning, adjustment, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.
3. Remote Diagnostics – Defined as remote calls made to communications and terminal equipment via customer provided analog line to determine network and/or board-level failures and remedies (If equipment is capable and configured for remote diagnostics).
4. Catastrophic Parts – Defined as video head assemblies, disk drives, projection tubes and devices, CRTs, LCD assemblies, plasma assemblies, prism assemblies, and complete circuit boards.
5. Consumables – Defined as tapes, batteries, projection lamps and diskettes. Consumables are not included under this Agreement.
6. Software Maintenance Revisions – Revisions of the existing software that are provided at no charge at the discretion of the manufacturer that are primarily intended to fix bugs which impair equipment operation. Upgrades are available (increases capability of the product) at normal manufacturer charges.

### Business Terms

AVI Systems will make all necessary adjustments, repairs and replacements necessary to maintain the equipment in good working order. AVI Systems's obligation under this Agreement is limited to the repair or replacement of any parts and to maintain as set forth above. This warranty shall not apply to any equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems's consent, modifies, adjusts or repairs such unit or performs any maintenance service on it during the term of this Agreement.

Limitation of Remedies - AVI Systems entire liability and the Customer's exclusive remedy shall be as follows. In all situations involving negligence in performance or nonperformance of AVI Systems for the services furnished under this Agreement, AVI Systems shall be liable for the adjustment, repair, or replacement of equipment damaged or impaired. AVI Systems will not be liable for any performance or nonperformance of any manufacturer or third party software operational features. 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.

General - AVI Systems reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein. 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 payment agreement or finance agreement, supplement or future written amendment made in accordance herewith, however, the cancellation of this Agreement shall not cancel or otherwise negate Customer's obligations under any note or finance agreement. 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 Nebraska will govern this Agreement.



R E S O L U T I O N 2006-335

WHEREAS, GITV has served Hall County and the Grand Island area with governmental-educational programming since 1993; and

WHEREAS, within the next two years, GITV will provide the citizens of Grand Island with an all digital, broadcast quality studio and equipment; and

WHEREAS, due to upgrades of GITV, a service agreement for audio/visual equipment is necessary; and

WHEREAS; GITV has negotiated with Audiovisual, Inc. (AVI) of Omaha, Nebraska, to provide GITV with an annual service maintenance agreement in the amount of \$3,947.00; and

WHEREAS, it is in the best interest of the City of Grand Island to approve The Service Maintenance Agreement, to be effective November 1, 2006.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Service Maintenance Agreement between Audiovisual, Inc., for the operation of GITV for the term November 1, 2006 through October 31, 2007, in the amount of \$3,947.00 is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

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

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
November 9, 2006        ☐ City Attorney



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G12

**#2006-336 - Approving the Grand Island Area Habitat for  
Humanity Environmental Review for Release of Funds**

Staff Contact: Marsha Kaslon

# Council Agenda Memo

**From:** Marsha Kaslon, Community Development Administrator  
**Meeting:** November 14, 2006  
**Subject:** Habitat for Humanity Environmental Review  
**Item #'s:** G-12  
**Presenter(s):** Marsha Kaslon, Community Development Administrator

## Background

The Grand Island Area Habitat for Humanity began in 1992. They have completed 38 homes since their inception and build 4 homes a year, with two currently under construction.

Families interested in Habitat for Humanity must income qualify and must have the ability to pay a zero percent interest mortgage based on the cost build of the home. The family must improve their housing situation and are required to commit to 500 hours of sweat equity and attend mandatory homeownership classes. The Habitat for Humanity Selection Committee examines the prospective homeowner's income information, references, landlord and employer information, personal references, and credit checks, to insure the applicants chosen best fit the program's intentions.

## Discussion

The Grand Island Area Habitat for Humanity has recently applied for U.S. Department of Housing and Urban Development (HUD) funds to build two more houses this year. The future houses are located at 1112 North Cherry Street and 823 East 5<sup>th</sup> Street. As a requirement to secure these funds, the Grand Island Area Habitat for Humanity must complete an Environmental Review through the local government. The City of Grand Island has continually provided support for this program since 1992 by ensuring the Environmental Review was done properly and allowing the acting mayor to sign as the Chief Elected Official as required by HUD.

The Grand Island Area Habitat for Humanity is currently requesting the City of Grand Island to sign the Environmental Review for the remaining two houses to be built. The City of Grand Island would certify to the U.S. Department of Housing and Urban Development (HUD) and consents to accept the jurisdiction of the Federal Courts if an

action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Grand Island Area Habitat for Humanity to use HUD program funds.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Grand Island Area Habitat for Humanity Environmental Review for Release of Funds.

### **Sample Motion**

Motion to allow the City of Grand Island to sign the Environmental Review as required by the U.S. Department of Housing and Urban Development to secure the Release of Funds for the Grand Island Area Habitat for Humanity.

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 11/30/2004)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s)	5. Name and address of responsible entity	
6. For information about this request, contact (name & phone number)	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request		

## The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
11. Program Activity/Project Description	

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**Part 2. Environmental Certification** (to be completed by responsible entity)

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With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal  did  did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer
	Date signed
X Address of Certifying Officer	

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**Part 3. To be completed when the Recipient is not the Responsible Entity**

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The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
	Date signed
X	

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

RESOLUTION 2006-336

WHEREAS, the Grand Island Area Habitat for Humanity has applied for U.S. Department of Housing and Urban Development (HUD) funds to build two homes in the city of Grand Island; and

WHEREAS, to secure HUD funds, the Grand Island Area Habitat for Humanity must complete an Environmental Review through local government; and

WHEREAS, since the Grand Island Area Habitat for Humanity began in 1992, the City of Grand Island has ensured that the Environmental Review has been done in compliance with the U.S. Department of Housing and Urban Development ; and

WHEREAS, the acting mayor of the City of Grand Island is authorized to sign the Environmental Review as the Chief Elected Official as required by HUD.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the mayor of the City of Grand Island is hereby authorized to sign the Environmental Review as required by the U.S. Department of Housing and Urban Development to secure the Release of Funds for the Grand Island Area Habitat for Humanity.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

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

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
November 8, 2006       ☐ City Attorney



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G13

**#2006-337 - Approving Change Orders No. 4, 5 & 6 with Chief Construction for Law Enforcement Center**

Staff Contact: Steve Lamken



# Council Agenda Memo

**From:** Steven Lamken, Police Chief  
**Meeting:** November 14, 2006  
**Subject:** Change Orders 4, 5 & 6, Law Enforcement Center  
**Item #'s:** G-13  
**Presenter(s):** Steven Lamken

## Background

The construction of the new Law Enforcement Center began in the summer of 2006. \$150,000 in contingency funds were included in the bid price for the construction project for change orders. Change orders 4, 5 and 6 are minor changes in the construction of the Law Enforcement Center.

## Discussion

Change orders 4, 5 and 6 are minor change orders that are needed to meet code standards or improve the long term durability and maintenance of the facility.

Change order 4 provides for the changing of door framing at the primary employee entrance to accommodate handicap accessible door opener mechanisms. The architects have determined that this entrance is required to be handicapped accessible. The new aluminum door framing costs an additional \$1,100.00.

Change order 5 provides for the use of a new edging system on countertops in the building. The edging in the plans is laminate and is prone to chipping and or losing adhesion over time. Change order 5 proposes using a newer edging style that replaces the laminate edging with a Corian edge that is much more durable and less prone to damage. The use of the Corian edging will improve the long term durability of the countertops and reduce further maintenance costs in the building. The use of the Corian edging on all laminate countertops will cost an additional \$1263.00

Change order 6 provides for the installation of electronic accessing into the arsenal room of the Center. The current plans require the use of a key to enter the arsenal room. There are several employees between the Police Department and the Sheriff's Office who require access to the arsenal. The access is required at all hours and days of the week.

Issuing keys to such a large number of employees to the arsenal room creates problems. Tracking keys and maintaining control of keys could eventually compromise security of the room and require replacement of the lock set. The installation of electronic access controls allows the Police Department to program which employees are allowed and or denied access quickly and efficiently without the use of keys. The installation of the electronic accessing on the arsenal entrance door will cost an additional \$1,668.00.

Acceptance of proposed change orders 4, 5, and 6 will reduce the contingency funds to \$150,230.00 which is still more than originally budgeted.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve change orders 4, 5, and 6 for the construction of the Law Enforcement Center.

### **Sample Motion**

Motion to approve change order #4 at a cost of \$1,100.00, change order #5 at a cost of \$1,263.30, and change order #6 at a cost of \$1,668.56 with Chief Construction of Grand Island, Nebraska for the Law Enforcement Center.

# WILSON ESTES POLICE ARCHITECTS



5799 BROADMOOR  
SUITE 520  
MISSION, KANSAS 66202  
WWW.POLICEARCHITECTS.COM

2 November 2006

Captain Robert Falldorf  
**GRAND ISLAND POLICE DEPARTMENT**  
131 South Locust  
Grand Island, Nebraska 68801

**Re: Grand Island / Hall County Law Enforcement Center  
Change Order No. 4**

Dear Robert,

We have reviewed and recommend acceptance of the accompanying Change Order No. 4.

## Change Order No. 4 Summary

**Requested By:** Chief Construction – Kansas City

**Description of Change:** Change the size of the aluminum framing member at the head of the exterior doors.

**Purpose of Change:** Increased member size is required to accept the automatic door opener mechanism.

**Change to Contract Time:** No Change

**Substantial Completion Date after this Change Order:** 20 August, 2007

<b>Original Contract Sum:</b>	7,406,080.00
<b>Contract Sum prior to this change:</b>	7,406,080.00
<b>Change in Contract Sum by this Change Order</b>	0.00
<b>New Contract sum after this Change Order:</b>	7,406,080.00

<b>Original Contingency Allowance:</b>	150,000.00
<b>Contingency Allowance prior to this Change Order:</b>	154,262.50
<b>Change in Contingency Allowance by this Change Order:</b>	-1,100.00
<b>New Contingency Allowance after this Change Order:</b>	153,162.50

**Reference Documents:** Contractors Change Request No. 2

If you have any questions or require any additional information, please let me know.

Regards,  
WILSON ESTES POLICE ARCHITECTS

A handwritten signature in black ink that reads "Tom Zahn". The signature is written in a cursive, slightly slanted style.

Tom Zahn  
Project Manager

Attachments:    Change Order No. 4  
                          Change Request CR 2



# Document G701™ - 2001

## Change Order

<b>PROJECT (Name and address):</b> Grand Island / Hall County Law Enforcement Center Grand Island, Nebraska	<b>CHANGE ORDER NUMBER:</b> 004 <b>DATE:</b> October 06, 2006	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Chief Construction Company 2107 North South Road Grand Island, Nebraska 68803	<b>ARCHITECT'S PROJECT NUMBER:</b> 0412 <b>CONTRACT DATE:</b> June 15, 2006 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

RE: Contractor's Change Request # 2.

Additional cost to change the mullion and head condition between the door and transom on frame types H.1, H.2 and K. This change is needed to accept concealed door hardware for these openings. Refer to attachments.

The original Contract Sum was	\$ 7,406,080.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 7,406,080.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 7,406,080.00

The Contract Time will be unchanged by Zero ( 0 ) days.

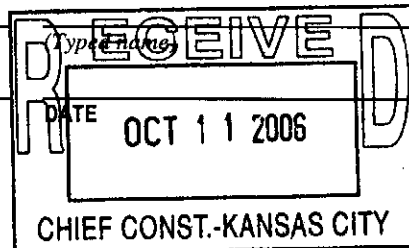
The date of Substantial Completion as of the date of this Change Order therefore is August 20, 2007

The original contingency allowance included in the contract was	\$ 150,000.00
The net change to the contingency allowance by previous Change Orders	\$ 4,262.50
The contingency allowance prior to this Change Order Was	\$ 154,262.50
The contingency allowance will be decreased by this Change Order in the amount of	\$ -1,100.00
The new contingency allowance including this Change Order will be	\$ 153,162.50

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Wilson Estes Police Architects</u> <b>ARCHITECT (Firm name)</b>	<u>Chief Construction Company</u> <b>CONTRACTOR (Firm name)</b>	<u>City of Grand Island</u> <b>OWNER (Firm name)</b>
<u>5799 Broadmoor, Suite 520, Mission, Kansas 66208</u> <b>ADDRESS</b>	<u>2107 North South Road, Grand Island, Nebraska 68803</u> <b>ADDRESS</b>	<u>100 East 1st Street, Grand Island, Nebraska 68801</u> <b>ADDRESS</b>
<u></u> <b>BY (Signature)</b>	<u></u> <b>BY (Signature)</b>	<u></u> <b>BY (Signature)</b>
<u>Tom Zahn</u> <b>(Typed name)</b>	<u>Grant Ackerman</u> <b>(Typed name)</b>	
<u>10.30.06</u> <b>DATE</b>	<u>10/16/06</u> <b>DATE</b>	



# WILSON ESTES POLICE ARCHITECTS



5799 BROADMOOR  
SUITE 520  
MISSION, KANSAS 66202  
WWW.POLICEARCHITECTS.COM

2 November 2006

Captain Robert Falldorf  
**GRAND ISLAND POLICE DEPARTMENT**  
131 South Locust  
Grand Island, Nebraska 68801

**Re: Grand Island / Hall County Law Enforcement Center  
Change Order No. 5**

Dear Robert,

We have reviewed and recommend acceptance of the accompanying Change Order No. 5

## Change Order No. 5 Summary

**Requested By:** Wilson Estes Police Architects

**Description of Change:** Change the edge of counter tops from PVC edge banding to solid surfacing material (Corian).

**Purpose of Change:** Provide more durable and more attractive edge to counter tops.

**Change to Contract Time:** No Change

**Substantial Completion Date after this Change Order:** 20 August, 2007

<b>Original Contract Sum:</b>	7,406,080.00
<b>Contract Sum prior to this change:</b>	7,406,080.00
<b>Change in Contract Sum by this Change Order</b>	0.00
<b>New Contract sum after this Change Order:</b>	7,406,080.00

<b>Original Contingency Allowance:</b>	150,000.00
<b>Contingency Allowance prior to this Change Order:</b>	153,162.50
<b>Change in Contingency Allowance by this Change Order:</b>	-1,263.30
<b>New Contingency Allowance after this Change Order:</b>	151,899.20

**Reference Documents:** Architects Proposal Request No. 6

Grand Island / Hall County Law Enforcement Center  
Change Order Summary  
Page: 2

If you have any questions or require any additional information, please let me know.

Regards,  
**WILSON ESTES POLICE ARCHITECTS**

A handwritten signature in black ink that reads "Tom Zahn". The signature is written in a cursive, slightly slanted style.

Tom Zahn  
Project Manager

Attachments: Change Order No. 5  
APR 6



# AIA®

# Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address): Grand Island / Hall County Law Enforcement Center Grand Island, Nebraska	<b>CHANGE ORDER NUMBER:</b> 005 <b>DATE:</b> October 06, 2006	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Chief Construction Company 2107 North South Road Grand Island, Nebraska 68803	<b>ARCHITECT'S PROJECT NUMBER:</b> 0412 <b>CONTRACT DATE:</b> June 15, 2006 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

RE: Architectural Proposal Request # 6.

Change the counter top edges to beveled solid surface edge in lieu of wood edges and extruded metal edges. Refer to attachments.

The original Contract Sum was	\$ 7,406,080.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 7,406,080.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 7,406,080.00

The Contract Time will be unchanged by Zero ( 0 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 20, 2007

The original contingency allowance included in the contract was	\$ 150,000.00
The net change to the contingency allowance by previous Change Orders	\$ 3,162.50
The contingency allowance prior to this Change Order Was	\$ 153,162.50
The contingency allowance will be decreased by this Change Order in the amount of	\$ -1,263.30
The new contingency allowance including this Change Order will be	\$ 151,899.20

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wilson Estes Police Architects  
**ARCHITECT** (Firm name)

5799 Broadmoor, Suite 520, Mission,  
Kansas 66208

**ADDRESS**

  
**BY** (Signature)

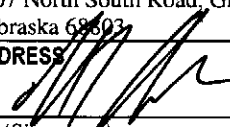
Tom Zahn  
(Typed name)

10.30.06  
**DATE**

Chief Construction Company  
**CONTRACTOR** (Firm name)

2107 North South Road, Grand Island,  
Nebraska 68803

**ADDRESS**

  
**BY** (Signature)

Grant Ackerman  
(Typed name)

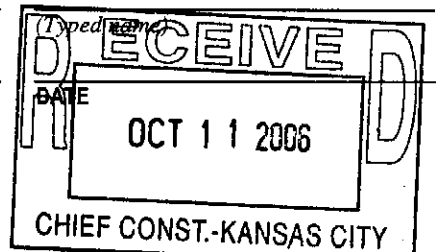
10/11/06  
**DATE**

City of Grand Island  
**OWNER** (Firm name)

100 East 1st Street, Grand Island,  
Nebraska 68801

**ADDRESS**

**BY** (Signature)





# WILSON ESTES POLICE ARCHITECTS



5799 BROADMOOR  
SUITE 520  
MISSION, KANSAS 66202  
WWW.POLICEARCHITECTS.COM

2 November 2006

Captain Robert Falldorf  
GRAND ISLAND POLICE DEPARTMENT  
131 South Locust  
Grand Island, Nebraska 68801

Re: Grand Island / Hall County Law Enforcement Center  
Change Order No. 6

Dear Robert,

We have reviewed and recommend acceptance of the accompanying Change Order No. 6

## Change Order No. 6 Summary

Requested By: Owner

**Description of Change:** Add electronic access control to Door 1059B, the door between the Armory and the Arsenal.

**Purpose of Change:** Provide more flexibility as to who has and does not have access to the Arsenal.

### Change Order Summary:

**Change to Contract Time:** No Change

**Substantial Completion Date after this Change Order:** 20 August, 2007

Original Contract Sum:	7,406,080.00
Contract Sum prior to this change:	7,406,080.00
Change in Contract Sum by this Change Order	0.00
New Contract sum after this Change Order:	7,406,080.00

Original Contingency Allowance:	150,000.00
Contingency Allowance prior to this Change Order:	151,899.20
Change in Contingency Allowance by this Change Order:	-1,668.56
New Contingency Allowance after this Change Order:	150,230.64

**Reference Documents:** Architects Proposal Request No. 5.2

If you have any questions or require any additional information, please let me know.

Regards,  
**WILSON ESTES POLICE ARCHITECTS**

A handwritten signature in black ink that reads "TOM ZAHN". The signature is written in a cursive, slightly slanted style.

Tom Zahn  
Project Manager

Attachments: Change Order No. 6  
APR 5.2



# AIA®

# Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address): Grand Island / Hall County Law Enforcement Center Grand Island, Nebraska	<b>CHANGE ORDER NUMBER:</b> 006 <b>DATE:</b> October 06, 2006	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Chief Construction Company 2107 North South Road Grand Island, Nebraska 68803	<b>ARCHITECT'S PROJECT NUMBER:</b> 0412 <b>CONTRACT DATE:</b> June 15, 2006 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

RE: Architect's Proposal Request #5.

Addition of access control to Door 1059B. Refer to attachments.

The original Contract Sum was	\$ 7,406,080.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 7,406,080.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 7,406,080.00

The Contract Time will be unchanged by Zero ( 0 ) days.

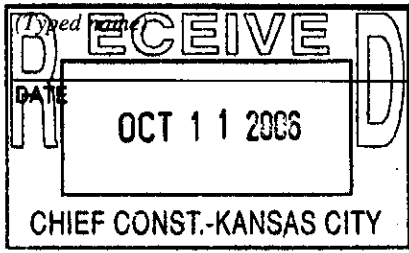
The date of Substantial Completion as of the date of this Change Order therefore is August 20, 2007

The original contingency allowance included in the contract was	\$ 150,000.00
The net change to the contingency allowance by previous Change Orders	\$ 1,899.20
The contingency allowance prior to this Change Order Was	\$ 151,899.20
The contingency allowance will be decreased by this Change Order in the amount of	\$ -1,668.56
The new contingency allowance including this Change Order will be	\$ 150,230.64

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Wilson Estes Police Architects</u> <b>ARCHITECT</b> (Firm name)	<u>Chief Construction Company</u> <b>CONTRACTOR</b> (Firm name)	<u>City of Grand Island</u> <b>OWNER</b> (Firm name)
<u>5799 Broadmoor, Suite 520, Mission, Kansas 66208</u> <b>ADDRESS</b>	<u>2107 North South Road, Grand Island, Nebraska 68803</u> <b>ADDRESS</b>	<u>100 East 1st Street, Grand Island, Nebraska 68801</u> <b>ADDRESS</b>
<u><i>Tom Zahn</i></u> <b>BY</b> (Signature)	<u><i>[Signature]</i></u> <b>BY</b> (Signature)	<u><i>[Signature]</i></u> <b>BY</b> (Signature)
<u>Tom Zahn</u> (Typed name)	<u>Grant Ackerman</u> (Typed name)	
<u>10.30.06</u> <b>DATE</b>	<u>10/16/06</u> <b>DATE</b>	



RESOLUTION 2006-337

WHEREAS, on May 2, 2006, by Resolution 2006-151, the City of Grand Island awarded a bid in the total amount of \$7,406,080.00 (including alternate bids 2 and 3) for the construction of a Law Enforcement Center to Chief Construction Company of Grand Island, Nebraska; and

WHEREAS, included in the \$7,406,080 bid was a construction contingency of \$150,000; and

WHEREAS, on October 10, 2006, by Resolution 2006-307, the City of Grand Island approved Change Order No. 3 to modify door access control and hardware; and

WHEREAS, at this time it is necessary to change the door framing at the primary employee entrance to accommodate handicap accessible door opener mechanisms; to provide a new edging system on the countertops in the building; and, install electronic accessing into the arsenal room of the Law Enforcement Center; and

WHEREAS, such changes have been incorporated into Change Order Nos. 4, 5 and 6, and will result in a decrease the contingency fund by \$150,230.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order Nos. 4, 5 and 6 for the construction of the Law Enforcement Center to provide the modification set out as follows:

Install aluminum door framing to accommodate handicap accessible door opener mechanisms.....	\$1,100.00
Install new edging system on countertops.....	\$1,263.00
Installation of electronic accessing into arsenal room.....	\$1,668.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November14, 2006.

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

Attest:

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

Approved as to Form	☐ _____
November 8, 2006	☐ City Attorney



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item G14

**#2006-338 - Approving State Bid Contract for Three (3) Police Vehicles**

Staff Contact: Steve Lamken

# Council Agenda Memo

**From:** Steven Lamken, Police Chief  
**Meeting:** November 14, 2006  
**Subject:** Purchase of 2007 Police Department Patrol Vehicles  
**Item #'s:** G-14  
**Presenter(s):** Steven Lamken, Police Chief

## Background

The Police Department budgeted \$143,000 for six new vehicles for the Police patrol fleet in the 2006/2007 budget. The Department planned to purchase three four wheel drive vehicles for the fleet and three patrol cars. We are recommending the purchase of three Ford Crown Victoria sedans for the patrol fleet at this time.

## Discussion

The State bid's for vehicles was received and the Department is recommending the following purchases off the State bid from Anderson Ford of Grand Island:

Three 2007 Ford Crown Victoria's @ \$21,232 each = \$63,696  
(State Contract # 11746)

for a total cost of \$63,696 which is within the budget line item.

Three Ford Crown Victoria sedans will be sold or traded in from the current fleet once the new vehicles are in service. The three four wheel drive vehicles will be purchased at a later date.

## Alternatives

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

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of three Ford Crown Victorias at \$21,232 each off of the Nebraska State bid from Anderson Ford of Grand Island.

### **Sample Motion**

Motion to approve the purchase of three Ford Crown Victoria sedans at \$21, 232 each, off of the State of Nebraska bid list from Anderson Ford of Grand Island, Nebraska for total cost of \$63,696.

R E S O L U T I O N 2006-338

WHEREAS, the Police Department for the City of Grand Island budgeted \$143,000.00 in the 2006/2007 fiscal year to purchase six new vehicles; and

WHEREAS, said vehicles can be obtained from the State contract holder; and

WHEREAS, purchasing the vehicles from the State contract holder meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicles is provided in the 2006/2007 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of three Ford Crown Victoria sedans in the amount of \$63,696.00 from the State contract holder, Anderson Ford of Grand Island, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

---

Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 9, 2006	☐ City Attorney





# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item H1

**Consideration of Request from Geotechnical Services, Inc. for a Conditional Use Permit for Temporary Placement of a Soil Vapor Extraction Trailer Located at 417 North Sycamore Street**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item H2

**Consideration of Request from Wayne E. Vian for Ashlar Lodge  
No. 33 AF & AM for Permission to Dedicate the Cornerstone at the  
New Law Enforcement Facility**

Staff Contact: Steve Lamken



## REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

*Ashlar Lodge NO 33 A.F. & AM.*

Name: Wayne E. Vian

Address: 1207 S. Harrison St.

Grand Island, NE 68803

Telephone #: 308-384-4717

Date of Request: 10-24-2006

Description of Requested Topic: Ashlar Lodge is requesting  
permission to lay a cornerstone at new  
Law Enforcement Building.



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item H3

**Consideration of Request from Wayne E. Vian for Ashlar Lodge  
No. 33 AF & AM for Permission to Dedicate the Cornerstone at the  
Heartland Events Center**

Staff Contact: Gary Greer



## REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Name: Ashlar Lodge No 33 A.F. & A.M. by Wayne E. Vian

Address: 1207 S. Harrison St  
Grand Island, NE 68803

Telephone #: 308-384-4717

Date of Request: 10-24-2006

Description of Requested Topic: Ashlar Lodge is requesting  
permission to lay a cornerstone at the  
Heartland Events Center.



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item H4

**Consideration of Water Main District Options, Parkview Area**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

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

**Meeting:** November 14, 2006

**Subject:** Parkview Subdivision – Water Main District Creation Request

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

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

## **Background**

Water Main District 454 was created in response to requests from residents in the Parkview area of the City. That District was designed to provide extension of the municipal water system throughout the subdivision. District 454 was ultimately protested by a substantial majority of the property owners in the area and was discontinued by Council in accordance with state law. The City has received a new request for creation of a modified district, one serving a reduced area. The residents' request included three options for consideration. A copy of the citizens' request is attachment "A".

## **Discussion**

Utilities Department Staff contacted the petitioners to discuss details of how they wished to proceed. The result of that discussion was a proposed water main district as shown on Attachment "B".

The Council has the authority to create the new district. The protests received for District 454 would have no direct bearing on the protest process for a new district created in response to this request. If a district is created, all property owners would be notified of its creation and would have the same rights of protest as the previous district.

## **Alternatives**

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

1. Move to direct the Utilities Department to prepare the required documentation for creation of a Water Main District.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council proceed with the creation of a Water Main District in response to citizens' request, as shown in Attachment "B."

### **Sample Motion**

Motion to direct the Utilities Department to prepare the required documentation for creation of a Water Main District as per Attachment "B."



# Attachment

“A”

City Council/City Clerk  
City Hall  
100 E. 1<sup>st</sup>. Street  
Grand Island, Ne 68801



Dear City Council members,

I am writing to ask you to please create a water district main in the highlighted area I have enclosed three different options for your viewing.

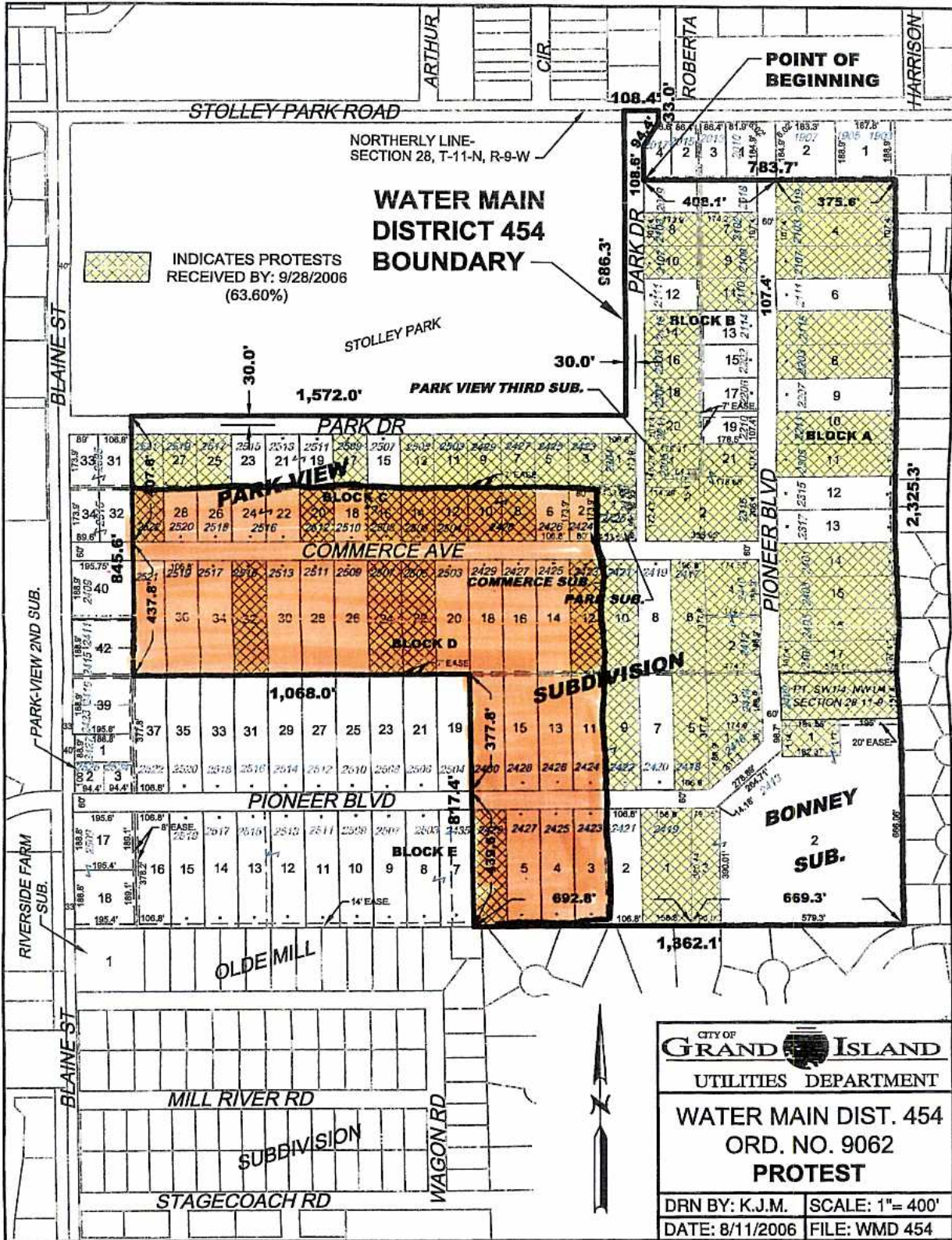
Thank you,

*Trudi Henke, Brian Henke,*

Concerned home owners in the Park view Subdivision

*Michelle Lockard*

cc: Lanae }  
Tom B } 10/27/06  
Sherry P }  
Lili S }



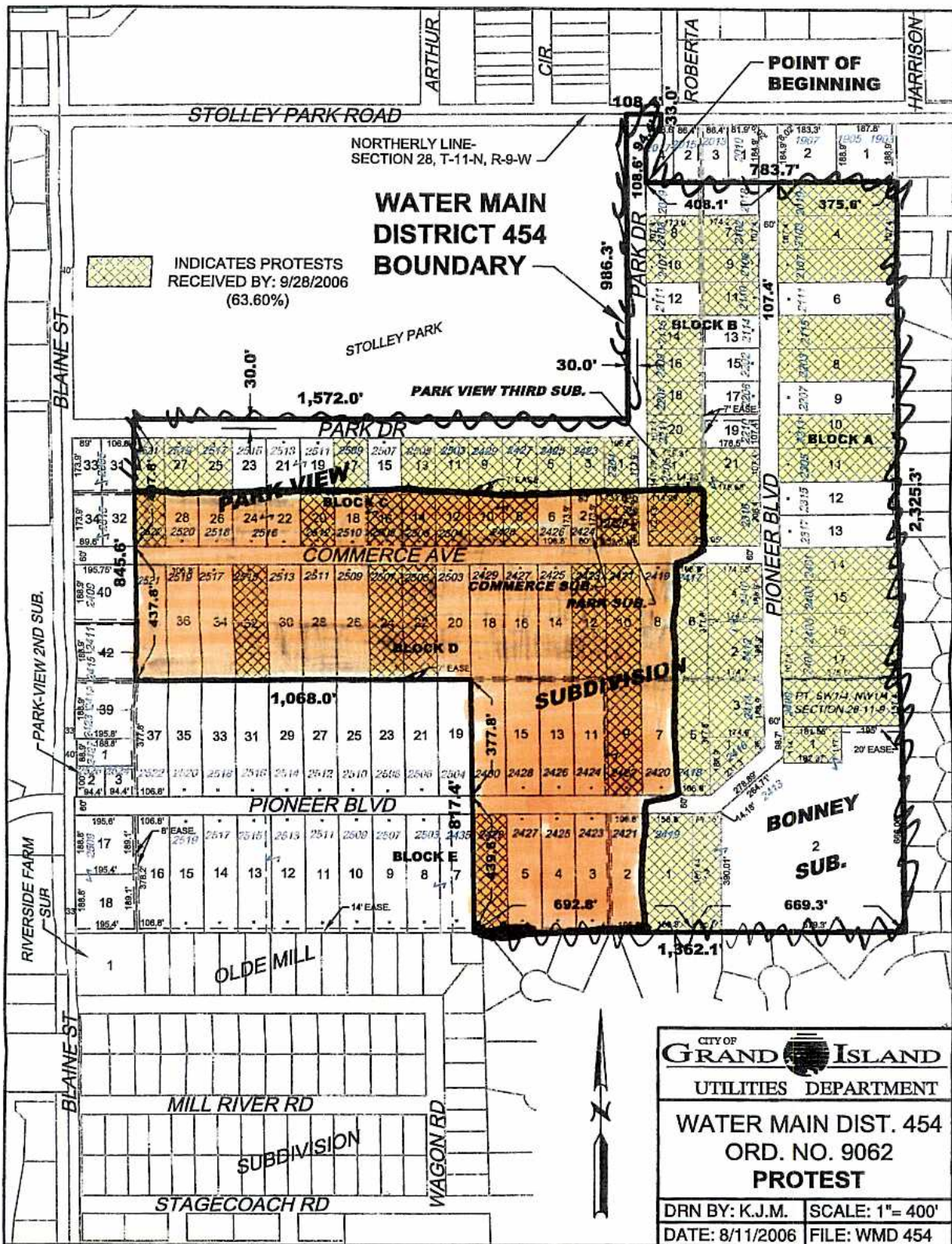
INDICATES PROTESTS RECEIVED BY: 9/28/2006 (63.60%)

**WATER MAIN DISTRICT 454 BOUNDARY**

**CITY OF GRAND ISLAND UTILITIES DEPARTMENT**

**WATER MAIN DIST. 454  
ORD. NO. 9062  
PROTEST**

DRN BY: K.J.M.      SCALE: 1" = 400'  
DATE: 8/11/2006      FILE: WMD 454

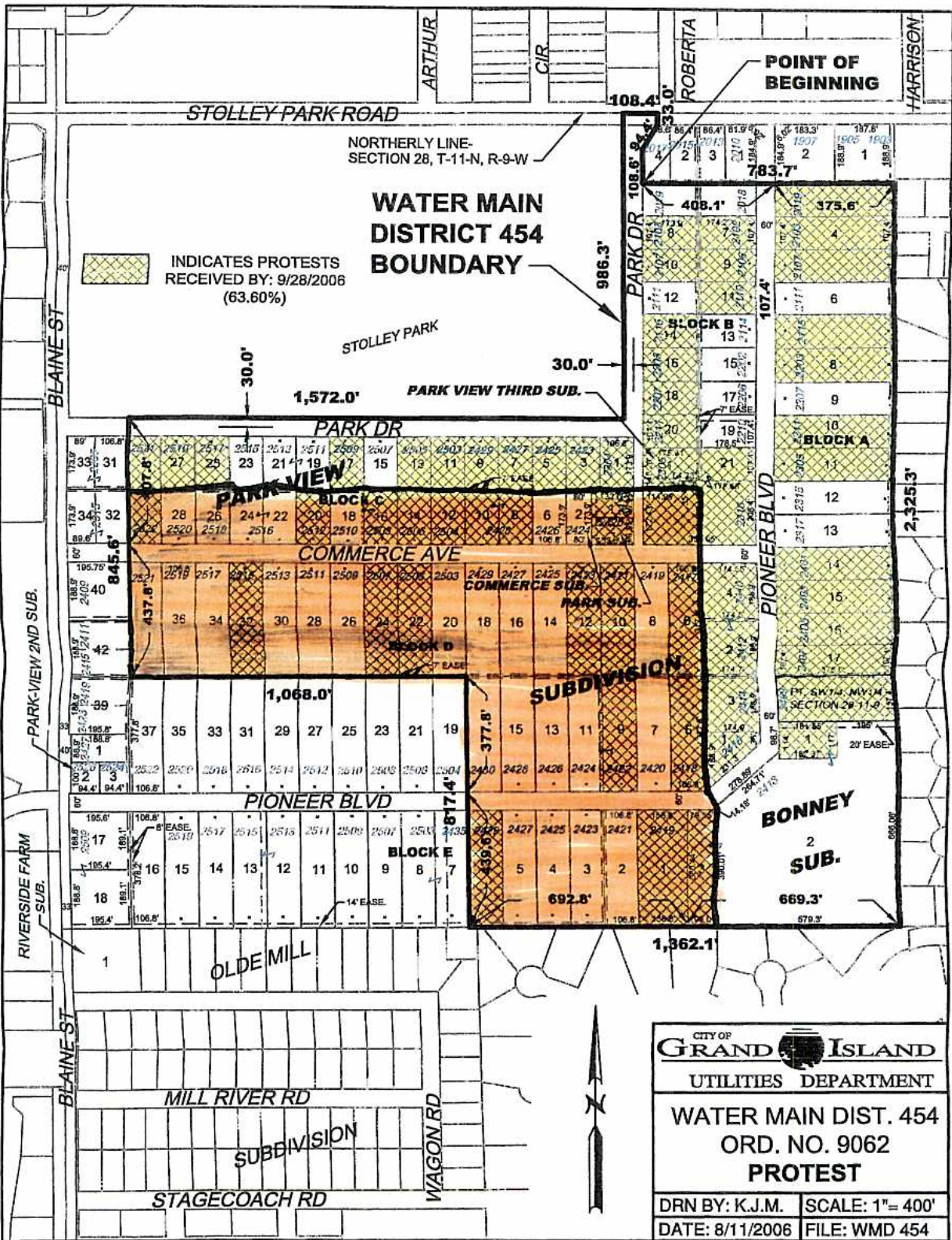


INDICATES PROTESTS RECEIVED BY: 9/28/2006 (63.60%)

**WATER MAIN DISTRICT 454 BOUNDARY**

CITY OF GRAND ISLAND  
 UTILITIES DEPARTMENT  
 WATER MAIN DIST. 454  
 ORD. NO. 9062  
 PROTEST

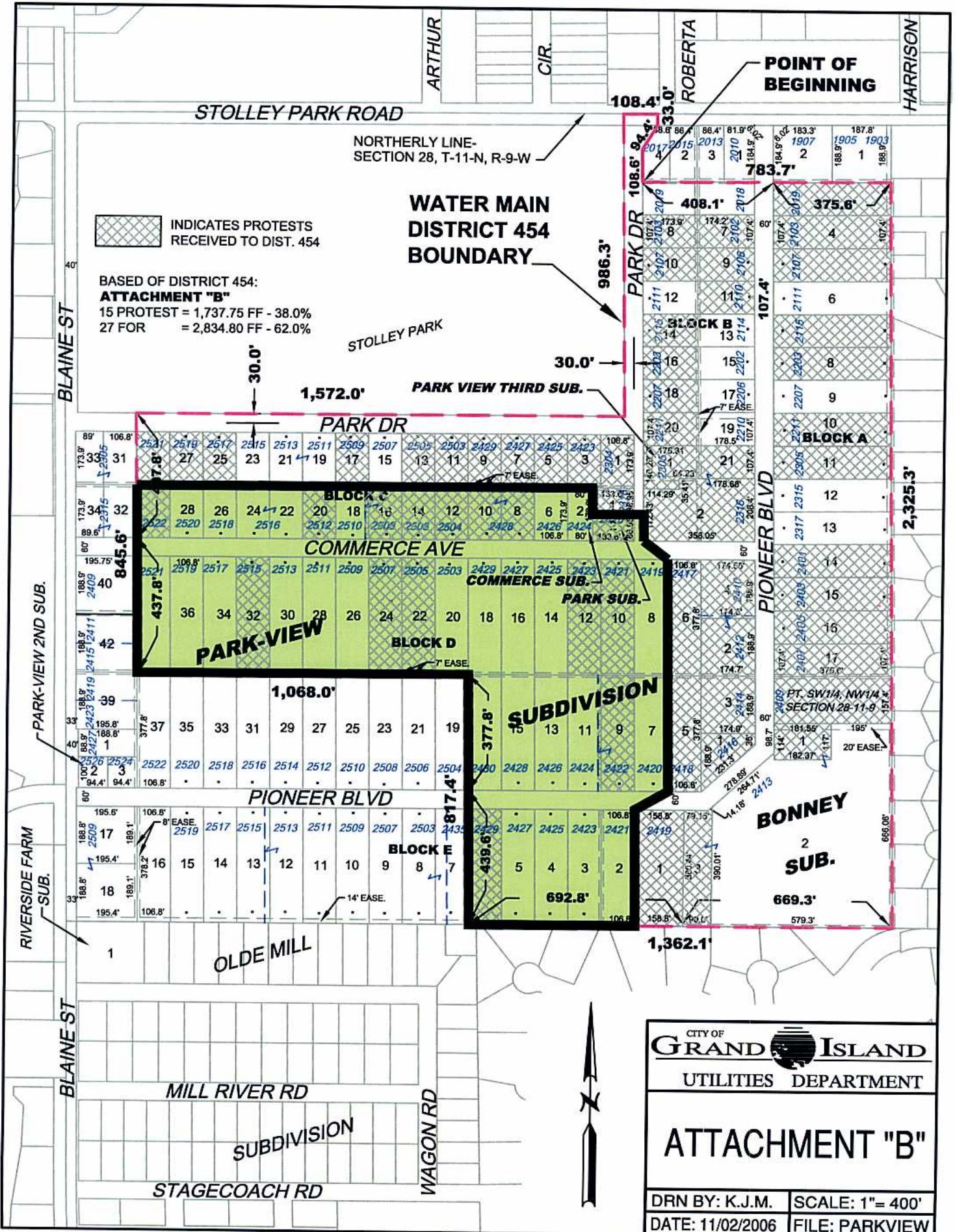
DRN BY: K.J.M.	SCALE: 1" = 400'
DATE: 8/11/2006	FILE: WMD 454



CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
<b>WATER MAIN DIST. 454</b> <b>ORD. NO. 9062</b> <b>PROTEST</b>	
DRN BY: K.J.M.	SCALE: 1"= 400'
DATE: 8/11/2006	FILE: WMD 454

# Attachment

“B”



INDICATES PROTESTS RECEIVED TO DIST. 454

BASED OF DISTRICT 454:  
**ATTACHMENT "B"**  
 15 PROTEST = 1,737.75 FF - 38.0%  
 27 FOR = 2,834.80 FF - 62.0%

**WATER MAIN DISTRICT 454 BOUNDARY**

**POINT OF BEGINNING**

CITY OF  
**GRAND ISLAND**  
 UTILITIES DEPARTMENT

**ATTACHMENT "B"**

DRN BY: K.J.M. | SCALE: 1"= 400'  
 DATE: 11/02/2006 | FILE: PARKVIEW



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item H5

**Consideration of Request to Discontinue Non-Emergency  
Transports by Grand Island Emergency Medical Services (EMS)**

Staff Contact: Fred Whitesides, Councilmember





## REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Name: Fred Whitesides

Address: 507 W. Church

Telephone #: 391-7862

Date of Request: 11-7-06

Description of Requested Topic: No longer allow/require  
Grand Island Ambulance Service to perform  
non-emergency transports.  
recede rate on.



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item I1

**#2006-326 - Consideration of Request from B & R Stores, Inc. dba Super Saver #19, 1602 West 2nd Street for a Class "C" Liquor License and Liquor Manager Designation for Fred M. Groenke, 2308 West Charles Street**

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

Staff Contact: RaNae Edwards

R E S O L U T I O N 2006-326

WHEREAS, an application was filed by B & R Stores, Inc., doing business as Super Saver #19 at 1602 West Second Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on November 4, 2006; such publication cost being \$13.60; and

WHEREAS, a public hearing was held on November 14, 2006, for the purpose of discussing such liquor license application.

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

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

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

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

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

\_\_\_\_\_ The City of Grand Island hereby recommends the application of Fred M. Groenke as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 14, 2006.

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

Attest:

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

Approved as to Form	☐ _____
November 8, 2006	☐ City Attorney



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item I2

**#2006-339 - Consideration of Economic Development Incentive Agreement with CNH America LLC**

Staff Contact: Dale Shotkoski

# **Council Agenda Memo**

**From:** Dale M. Shotkoski, Interim City Attorney

**Meeting:** November 14, 2006

**Subject:** Approving Economic Development Incentive Agreement with CNH America, LLC

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

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

## **Background**

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the city to extend economic development incentives through the Grand Island Economic Development Corporation. The Economic Development Corporation has received an application from CNH America, LLC, to expand the facility located in Grand Island, Nebraska.

## **Discussion**

CNH America, LLC has submitted an application (attached) for economic development incentives, which would include \$250 per employee hired for training (a maximum of \$25,000); \$2,500 per job created equal to \$200,000; and, \$100,000 for plant expansion. CNH states in its application that it intends to expand its manufacturing plant in Grand Island to allow it to manufacture, Case IH and New Holland brand self-propelled hay harvesting equipment. The expansion would be approximately 90,000 square feet and employment would increase by 80 to 100 new, full time employees. The intended completion date for the expansion would be July 1, 2007, and production of the hay harvesting equipment would begin by the second half of 2007.

The application of CNH America, LLC meets all the criteria for extending economic incentives and has been approved by the Executive Board of the Economic Development Corporation and by the Citizens Review Committee. Confidential communications began between CNH and the EDC before the announcement of the plant expansion by CNH America, LLC and because of the sensitivity of other plant closings, the negotiations of this application for funds was kept confidential until recently. The application for funds was made months ago when the Grand Island facility was the one being considered for

plant expansion. Both the Economic Development Corporation Executive Board and the Citizens Review Committee have approved this application and is now being forwarded to the City Council for final consideration.

### **Alternatives**

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

1. Move to approve the Economic Development Agreement with CNH America, LLC.
2. Do not approve the Economic Development Agreement with CNH America, LLC.
3. Postpone the issue to future date.
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 CNH America, LLC.

### **Sample Motion**

Motion to approve the resolution authorizing the city to enter into the Economic Development Agreement with CNH America, LLC.



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

**PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS**

1. Applicant Business Name CNH America LLC

Address 3445 W. Stolley Park Road, Grand Island, Ne. 68802-4902

Telephone (308) 389-5702

Email Address steve.lee@cnh.com

Business Contact Person Steve Lee (Grand Island Plant Manager)

Telephone (308) 389-5702

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, Nebraska  
 Outside the city limits, but within the 2 mile zoning jurisdiction  
 Outside the zoning jurisdiction of Grand Island in (county) \_\_\_\_\_

5. Product or Services Provided: The plant manufactureres Case IH and New Holland rotary combines.

6. Project Description: Expand the facility by approx. 90K sq. ft. and add employees to produce Case IH and New Holland brand self propelled hay harvesting equipment.

7. Project Timetable: The new addition must be ready for occupancy July 2007 with equipment production commencing September 2007.

8. Employment Information:

Current number of employees 559H+132S=691 (full-time equivalent)

Proposed number of employees 691 + (80)=771 (full-time equivalent)

What is the average hourly wage for all employees? \$17.00

Number of new jobs to be created 80 (full-time equivalent)

What would be the average hourly wage for new jobs? \$16.00

Number of jobs to be retained, if any 771 (full-time equivalent)

Please describe all benefits which the business provides to employees:

Medical, dental, vision, life, STD, LTD, vacation, holidays & 401K



9. Financing/Incentives Requested: \$250/employee hired for training (a maximum of  
\$25,000); \$2,500/job created equal to \$200,000; \$100,000 for plant expansion.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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).

By: Steven G. Lee  
Steven G. Lee

Plant Manager  
Title

Date: 10/17/2006

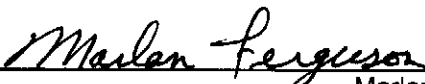
**Grand Island Area Economic Development LB-840 Project Application**

Project Name: CNH America LLC

Date Referred to Grand Island Area Economic Development Board: 10/26/2006

Approved:   x                        Disapproved:                                 Date: 10/26/2006

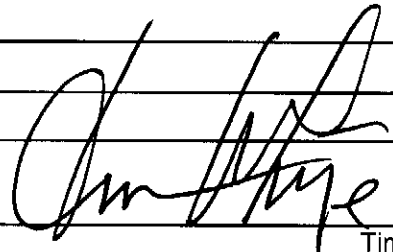
Comments: It is again wonderful for the community of Grand Island to see CASE IH expand and create jobs. This expansion is a credit to the work ethic and the commitment of the community.  
It also indicates that CASE IH is confident in the community to provide an educated and trained workforce. The expansion will include a new product line and provide diversity.

Signature of President:   
Marlan Ferguson

Date Referred to Citizen's Review Committee: 11/07/2006

Approved:   X                        Disapproved:                                 Date: 11-7-06

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Chairman:   
Tim White

Date Referred to City Council: 11/14/2006

Approved:                                 Disapproved:                                 Date:           

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Mayor: \_\_\_\_\_  
Jay Vavricek

ECONOMIC DEVELOPMENT AGREEMENT  
WITH  
CNH AMERICA LLC

This Agreement is made by the City of Grand Island, Nebraska (The City), and the Grand Island Area Economic Development Corporation (The Development Corporation) with CNH America LLC (CNH) as follows:

Section 1

BUSINESS AND INCENTIVE PLANS

1. CNH has filed with The Development Corporation a Project Application for Economic Development Programs. In the Application CNH states that it intends to expand its manufacturing plant in Grand Island to allow it to manufacture, for the first time, Case IH and New Holland brand self-propelled hay harvesting equipment. About ninety thousand (90,000) square feet of space will be added to the plant and its employment is anticipated to increase by eighty (80) to one hundred (100) new fulltime employees. CNH intends that the addition to its plant will be completed by July 1, 2007 and that production will begin by the second half of 2007.

2. The City and The Development Corporation accept the CNH Application with enthusiasm and agree to provide the economic incentive grants set forth in this Agreement.

3. The City and The Development Corporation find that CNH is a qualifying business under The City's Economic Development Program, that the CNH project qualifies under the Program, that the Project will be of substantial economic benefit to the people of the surrounding area as well as the people of Grand Island, and that the economic incentive grants set forth below constitute a fulfillment of the major objective of The City's Economic Development Plan to create new jobs.

## Section 2

### ECONOMIC INCENTIVES

#### Part 1

##### Definitions

As used in this Economic Development Agreement the following words and phrases shall mean the follows:

1. Employees means the number of fulltime equivalent persons employed by CNH in Grand Island, Nebraska, as of the end of the Measuring Year and determined as follows: divide (i) the total number of regular time hours that CNH paid Employees to work during the Measuring Year [including forty (40) hours per week for each week worked by each salaried Employee] by (ii) 2080.

2. Employment Certificate means a written statement certified to be true and correct by the Grand Island Plant Manager of CNH and attested by its chief accountant. It shall be delivered to The Development Corporation within fifteen (15) days after the end of each calendar year. It shall state (i) the total number of hours for which CNH paid hourly Employees, (ii) the number of salaried Employees and the number of weeks each were employed by CNH at Grand Island, Nebraska, during the applicable year, and (iii) the number of Employees as of the last day of the year.

#### Part 2

##### Employment Requirements

CNH shall meet each of the following requirements:

1. CNH shall have had six hundred ninety-one (691) Employees as of October 17, 2006.

2. CNH shall maintain at not less than six hundred ninety-one (691) Employees continuously through December 31, 2008.

3. As of December 31, 2008, CNH will have seven hundred seventy-one (771) Employees and will maintain seven hundred seventy-one (771) Employees continuously through December 31, 2011.

Part 3

Monetary Advances

1. Not later than thirty days (30) after CNH notifies The Development Corporation in writing that CNH is implementing the Business Plan set out in its Project Application for Economic Development Programs and funds are approved under The City's Economic Development Program, The City will advance CNH Two Hundred Thousand and No/100 Dollars (\$200,000.00) to assist in the development of the proposed eighty(80) new jobs.

2. If between the date of this Agreement and December 31, 2008, CNH increases the number of its Employees to seven hundred seventy-one (771) and has seven hundred seventy-one (771) Employees on December 31, 2008, then The City and The Development Corporation will forgive the repayment by CNH of Fifty Thousand and No/100 Dollars (\$50,000.00) of the advance.

3. If CNH meets the requirements of paragraph 2 of this Part 3 and continuously maintains seven hundred seventy-one (771) Employees throughout 2009 and has seven hundred seventy-one (771) Employees on December 31, 2009, then The City and The Development Corporation will forgive the repayment by CNH of an additional Fifty Thousand and No/100 Dollars (\$50,000.00) of the advance.

4. If CNH meets the requirements of paragraphs 2 and 3 of this Part 3 and continuously maintains seven hundred seventy-one (771) Employees throughout 2010 and has seven hundred seventy-one (771) Employees on December 31, 2010, then The City and The Development Corporation will forgive the repayment by CNH of an additional Fifty Thousand and No/100 Dollars (\$50,000.00) of the advance.

5. If CNH meets the requirements of paragraphs 2, 3 and 4 of this Part 3 and continuously maintains seven hundred seventy-one (771) Employees throughout 2011 and has seven hundred seventy-one (771) Employees on December 31, 2011, then The City and The Development Corporation will forgive the repayment by CNH of the remaining Fifty Thousand and No/100 Dollars (\$50,000.00) of the advance and this Agreement will terminate.

6. If CNH fails to meet the employment requirements set out in Part 2 of this Section for any year then the total amounts therefore forgiven under the provisions of this Part 3 of Section 2 for each prior year's performance shall be deducted from the advance and CNH shall repay the balance to The City. The balance shall become due on the last day of the first year in which the employment requirement was not attained or became unattainable and shall be paid with interest on the unpaid balance at the rate of eight percent (8%) per annum until paid in full.

7. To assist CNH with its addition to its existing plant in Grand Island to house the production of hay harvesting equipment in order to provide space for the new jobs it is creating, The City will pay from its LB840 Development Funds a total of One Hundred Thousand and No/100 Dollars (\$100,000.00) to CNH after CNH enters a construction contract for that addition. After the construction contract is fully executed CNH shall furnish The Development Corporation with such documentation thereof as The Development Corporation may reasonably require. The Development Corporation will then certify to The City that the payment is due and The City will make the payment to CNH.

8. To assist CNH in training the new employees who will be employed in the manufacture of hay harvesting equipment in Grand Island, The City will make an economic incentive grant of Twenty-five Thousand and No/100 Dollars (\$25,000.00). When CNH hires the first of those new employees it shall furnish The Development Corporation with such documentation thereof as The Development Corporation may reasonably require. The Development Corporation will then certify to The City that the payment is due and The City will make the payment to CNH.

### Section 3

#### LEGAL EFFECT

1. Upon request CNH shall furnish The Development Corporation and The City such additional documentation and information as either may reasonably request to satisfy the requirements of The City's Economic Development Program.

2. This Economic Development Agreement contains all of the agreements and understandings between The Development Corporation, The City and CNH relative to the provisions hereof

and supersedes any and all prior agreements and understandings whether written or oral concerning economic development grants or incentives. No additions or changes to this Agreement shall be effective until they are reduced to a writing signed by all three (3) parties to this Agreement.

3. The provisions of this Agreement are fully binding upon The Development Corporation, The City and CNH, and their respective successors.

Dated this \_\_\_\_\_ day of October, 2006.

GRAND ISLAND AREA ECONOMIC  
DEVELOPMENT CORPORATION

By Marlan Ferguson  
Marlan Ferguson, President

CNH AMERICA LLC

By Steven G. Lee  
Steven G. Lee,  
Grand Island Plant Manager

THE CITY OF GRAND ISLAND

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

RESOLUTION 2006-339

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, CNH America, L.L.C., a limited liability company, has applied for a forgivable loan in the amount of \$200,000 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 November 7, 2006 by the Citizens Advisory Review Committee; and

WHEREAS, CNH America, L.L.C. 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, it is in the best interests of the City to provide economic development funding to CNH America, L.L.C. 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 CNH America, L.L.C., a limited liability company, to provide \$200,000 in economic assistance through a forgivable loan to CNH America, L.L.C., to be used for expanding its business at 3445 West Stolley Park Road 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, November 14, 2005.

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

Attest:

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

Approved as to Form	☐ _____
November 8, 2006	☐ City Attorney





# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item I3

**#2006-340 - Consideration of Economic Development Incentive Agreement with O'Neill Wood Resources**

Staff Contact: Dale Shotkoski

# Council Agenda Memo

**From:** Dale M. Shotkoski, Interim City Attorney

**Meeting:** November 14, 2006

**Subject:** Approving Economic Development Incentive Agreement with O'Neill Wood Resources

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

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

## Background

At the May 2003 special election, the voters of the City of Grand Island approved LB840 funding to enable the city to extend economic development incentives through the Grand Island Economic Development Corporation. The Economic Development Corporation has received an application from O'Neill Wood Resources to develop its existing business.

## Discussion

O'Neill Wood Resources provides recycling services for clean wood waste and has submitted an application (attached) for economic development incentives, which would include \$3,000 per employee for job creation, for a total of \$45,000. O'Neill Wood Resources currently employs 0 full time employees; this would increase to 15 full time employees. Services provided by O'Neill Wood Resources will include providing a roll-off container collection for clean wood waste; provide a drop off site for wood waste; and provide an on-site grinding of wood waste for large volume producers. Services will also include custom grinding and land clearing operations. In addition, O'Neill Wood Resources intends to use the wood waste to produce products for local and regional markets, such as animal bedding, bio-fuel and mulch.

The application of O'Neill Wood Resources meets all the criteria for extending economic incentives and has been approved by the Executive Board of the Economic Development Corporation and by the Citizens Review Committee. Both the Economic Development Corporation Executive Board and the Citizens Review Committee have approved this application and is now being forwarded to the City Council for final consideration.

## **Alternatives**

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

1. Move to approve the Economic Development Agreement with O'Neill Wood Resources.
2. Do not approve the Economic Development Agreement with O'Neill Wood Resources.
3. Postpone the issue to future date.
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 O'Neill Wood Resources.

## **Sample Motion**

Motion to approve the resolution authorizing the city to enter into the Economic Development Agreement with O'Neill Wood Resources.



GRAND ISLAND AREA  
**ECONOMIC  
 DEVELOPMENT CORPORATION**

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P.O. Box 1151

GRAND ISLAND, NE 68802-1151

**PROJECT APPLICATION FOR ECONOMIC DEVELOPMENT PROGRAMS**

1. Applicant Business Name O'Neill Wood Resources

Address 558 South Stuhr Road, PO Box 2202, Grand Island, NE 68802-2202

Telephone ( 308 ) 381-9677

Email Address pat@thirdpartyenvironmental.com

Business Contact Person Patrick C. O'Neill

Telephone ( 308 ) 381-9677

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, Nebraska  
 Outside the city limits, but within the 2 mile zoning jurisdiction  
 Outside the zoning jurisdiction of Grand Island in (county) \_\_\_\_\_

5. Product or Services Provided: The services provided by OWR will include roll-off container collection of clean wood waste, drop-off site for wood waste, and on-site grinding of wood waste for large volume producers. Services will include custome grinding and land clearing operations.

6. Project Description: This project involves taking a small niche of an existing business and developing it into it's own full-fledge business venture. OWR will serve industrial and business clients with efficient and affordable recycling services for their clean wood waste once destined for landfill. The goal of our wood waste collection on-site services is to reduce costs for businesses and reduce the burden on local landfills while providing an environmentally friendly recycling service.

The second goal of this project is to create a facility to take raw wood waste and produce a variety of products to serve local and regional markets. The goal is to create premium value added products to encourage the purchase of products made from recycled materials while still providing a value to the consumer. A diversified product line including animal bedding, bio-fuel, and mulch will help keep collection and disposal costs low while protecting against volatility in markets.

7. Project Timetable: This project will begin immediately with growth phased over the next five years. In 2007 OWR will begin full scale collection and on-site grinding services to businesses in Central Nebraska. OWR will utilize its own roll-off trucks and containers as well as using the capabilities of other Grand Island based roll-off companies. Manufacture of animal bedding will be in full swing by early January and full scale mulch production will begin in early March. We anticipate having four to five full time employees by February 2007. We will peak at seven employees in summer as our work is somewhat

seasonal.

We plan on expanding into the bagged mulch market in 2008 adding two more full time employees. We also anticipate a growth in demand for roll-off collection and on-site grinding which will add two more employees bringing us to a total of nine employees in late 2008. Steady growth and the introduction of a line, of compost products and composting services should propel us to 15 employees by 2010-2011.

8. Employment Information:

Current number of employees: 0 (full-time equivalent)

Proposed number of employees: 15 (full-time equivalent)

What is the average hourly wage for all employees? 0

Number of new jobs to be created: 15 (full-time equivalent)

What would be the average hourly wage for new jobs? \$13.00 +

Number of jobs to be retained, if any: 0 (full-time equivalent)

Please describe all benefits which the business provides to employees:

O'Neill Wood Resources will offer health insurance after a certain period of employment, rent breaks and rental assistance through owner owned properties, company vehicles to qualified employees, use of shop, tools, and equipment.

9 Financing/Incentives Requested: We are requesting a \$3,000/employee incentive for job creation. This business is extremely capital intensive and each job created requires a significant investment in equipment and machinery. Our project will pay back to the business community rapidly in terms of job creation, product sales, and by saving existing business money on wood waste disposal costs.

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).

*Patricia L. Davis*  
Signature of business official and title)

10/24/06  
Date

**Grand Island Area Economic Development LB-840 Project Application**

Project Name: O'Neill Wood Resources

Date Referred to Grand Island Area Economic Development Board: 10/26/2006

Approved:   x   Disapproved:            Date: 10/26/2006

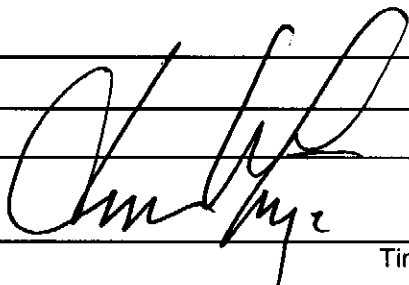
Comments: This start-up company recycles wood products that would normally end up in our landfill.  
By recycling wood products O'Neill Wood Resources will generate another useful product  
from our natural resources.

Signature of President:   
Marlan Ferguson

Date Referred to Citizen's Review Committee: 11/07/2006

Approved:   X   Disapproved:            Date: 11-7-06

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Chairman:   
Tim White

Date Referred to City Council: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Mayor: \_\_\_\_\_  
Jay Vavricek



## ECONOMIC DEVELOPMENT AGREEMENT

In reliance upon the Business Plan of O'Neill Wood Resources, LLC (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 hereof, including, without limitation, the terms and conditions of repayment.

### Section 1

#### EMPLOYER'S BUSINESS PLAN

Employer is a spin-off of an existing company located in Grand Island. It will provide roll-off-container collection of clean wood waste, a drop-off site for wood waste and on-site grinding of wood waste for large scale producers. The company will also engage in custom grinding and land clearing operations.

In addition, the company intends to use the wood waste to produce products for local and regional markets. The products will include animal bedding and mulch.

Employer is starting with no Employees. Its Business Plan calls for having four (4) or five (5) fulltime Employees by February, 2007 and adding two (2) seasonal Employees in the summer of 2007. Three (3) more fulltime Employees will be added in 2008, two (2) in each of the years 2009 and 2010 and three (3) more in 2011, bringing the total of new Employees to fifteen (15). All fulltime Employees will have wages of not less than Thirteen and No/100 Dollars (\$13.00) per hour plus insurance benefits as they become qualified.

### Section 2

#### ECONOMIC DEVELOPMENT PROGRAM

In reliance upon Employer's Business Plan and as an economic incentive to assist Employer in implementing that Plan and creating fifteen (15) new jobs for our community, The Development Corporation and The City agree as follows:

1. Employer is a qualified Employer under The City's Economic Development Program,

2. The implementation of Employer's Business Plan is a project which is qualified for economic assistance under The City's Economic Development Program, and

3. From its LB840 funds The City will provide the money set forth in Section 3 hereof as economic incentives, allocated as follows: Two Thousand and No/100 Dollars (\$2,000.00) for each of fifteen (15) new jobs which will be created by Employer and Fifteen Thousand and No/100 Dollars (\$15,000.00) to apply towards Employer's acquisition and installation of the infrastructure necessary to support the fifteen (15) new workers in their performance of those new jobs.

### Section 3

#### TERMS USED HEREIN

As used in this Economic Development Agreement the following words and phrases shall mean the following:

1. Year means the twelve (12) calendar months ending upon November 30 of the designated calendar year.

2. Employees means the number of fulltime equivalent persons employed by Employer in Grand Island, Nebraska, as of the end of the Year and determined as follows: divide (i) the total number of regular time hours that Employer paid Employees to work during the Year [including forty (40) hours per week for each week worked by each salaried Employee] by (ii) 2080.

3. Employment Certificate means a written statement certified to be true and correct by the President of Employer and attested by its chief accountant. It shall be delivered to The Development Corporation within fifteen (15) days after the close of the each Year. It shall state (i) the total number of hours for which Employer paid hourly Employees during the applicable Year, (ii) the number of salaried Employees and the number of weeks each were employed by Employer at Grand Island, Nebraska, during the applicable Year and (iii) the total number of Employees of Employer on the last day of that Year.

## Section 4

### EMPLOYMENT REQUIREMENTS

Employer shall meet each of the following requirements:

1. Employer shall have had five (5) Employees during the Year ending November 30, 2007.
2. During the Year ending November 30, 2008, Employer shall (i) maintain a minimum number of Employees at five (5) at all times and (ii) increase the number of its Employees to eight (8) by the end of that Year.
3. During the Year ending November 30, 2009, Employer shall (i) maintain a minimum of eight (8) Employees at all times and (ii) increase the number of its Employees to ten (10) by the end of that Year.
4. During the Year ending November 30, 2010, Employer shall (i) maintain a minimum of ten (10) Employees at all times and (ii) increase the number of Employees to twelve (12) by the end of that Year.
5. During the Year ending November 30, 2011, Employer shall (i) maintain a minimum of twelve (12) Employees at all times and (ii) increase the number of Employees to fifteen (15) by the end of that Year.

## Section 5

### MONETARY ADVANCES

1. Not later than the last day of the month in which Employer notifies The Development Corporation in writing that Employer is implementing the Business Plan at Grand Island, Nebraska and funds are approved under The City's Economic Development Program, The City will advance Employer Forty-five Thousand and No/100 Dollars (\$45,000.00) (The Advance).
2. If Employer meets the requirement of paragraph 1 of Section 4, above, Development Corporation will forgive repayment by Employer of Fifteen Thousand and No/100 Dollars (\$15,000.00) of the Advance as of December 1, 2007.
3. If Employer meets the requirement of paragraph 2 of Section 4, above, Development Corporation will forgive repayment

by Employer of Fifteen Thousand and No/100 Dollars (\$15,000.00) of the Advance as of December 1, 2008.

4. If Employer meets the requirement of paragraph 3 of Section 4, above, Development Corporation will forgive repayment by Employer of Five Thousand and No/100 Dollars (\$5,000.00) of the Advance as of December 1, 2009.

5. If Employer meets the requirement of paragraph 4 of Section 4, above, Development Corporation will forgive repayment by Employer of Five Thousand and No/100 Dollars (\$5,000.00) of the Advance as of December 1, 2010.

6. If Employer meets the requirement of paragraph 5 of Section 4, above, Development Corporation will forgive repayment by Employer of Five Thousand and No/100 Dollars (\$5,000.00) of the Advance as of December 1, 2011.

7. If Employer fails to meet the Employee requirements set forth in Section 4 for any Year, then the total of any amounts forgiven under the provisions of this Section for prior year's performance shall be deducted from The Advance and Employer shall repay the balance to The City. The balance shall become due on the last day of any Year for which the requirements of that Year or any prior Year were not attained or became unattainable and shall be paid with interest on the unpaid balance at the rate of eight (8%) per annum 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 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 the entire amount of The Advance which is then repayable to The City or which would become repayable after a lapse of time as provided in this agreement, shall become

immediately due and payable; 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. Notwithstanding any other provisions of this document, this Economic Development Agreement will expire on November 30, 2006, and be of no further force or effect if by that date Employer has not certified in writing to The Development Corporation that Employer has begun to implement the Business Plan and intends to fulfill that Business Plan.

4. 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 economic incentives and the specified repayment and supersedes any and all prior agreements and understandings whether written or oral concerning economic development grants or incentives.

5. The provisions of this agreement are fully binding upon The Development Corporation, The City and upon Employer and upon their respective successors.

Dated this \_\_\_\_\_ day of October, 2006.

GRAND ISLAND AREA ECONOMIC  
DEVELOPMENT CORPORATION

O'NEILL WOOD RESOURCES, LLC  
Employer

By Marlan Ferguson  
Marlan Ferguson, President

By Patrick C. O'Neill  
Patrick C. O'Neill, President

THE CITY OF GRAND ISLAND

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

R E S O L U T I O N 2006-340

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, O'Neill Wood Resources, has applied for a forgivable loan in the amount of \$45,000 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 November 7, 2006 by the Citizens Advisory Review Committee; and

WHEREAS, O'Neill Wood Resources 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, it is in the best interests of the City to provide economic development funding to O'Neill Wood Resources 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 O'Neill Wood Resources, to provide a \$45,000 in economic assistance through a forgivable loan to O'Neill Wood Resources, to be used for establishing its business at 558 South Stuhr Road 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, November 14, 2006.

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

Attest:

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

Approved as to Form	☐ _____
November 8, 2006	☐ City Attorney



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item J1

### **Approving Payment of Claims for the Period of October 25, 2006 through November 14, 2006**

*The Claims for the period of October 25, 2006 through November 14, 2006 for a total amount of \$3,805,147.78. A MOTION is in order.*

Staff Contact: David Springer



# City of Grand Island

Tuesday, November 14, 2006

Council Session

## Item J2

### Approving Payment of Claims for the Library Expansion for the Period of October 11, 2006 through November 14, 2006

*The Claims for the Library Expansion for the period of October 11, 2006 through November 14, 2006 for the following requisitions.*

#40	\$	25.00
#41		20,564.45
#42		649,435.49
#43		1,000.00

*A MOTION is in order.*

Staff Contact: Steve Fosselman



EXHIBIT B  
Mortgage, Trust Indenture and Security Agreement

Requisition Form

**REQUISITION FOR DISBURSEMENT**

Requisition No. 40

TO: Wells Fargo Bank, National Association, Trustee  
1248 O Street, 4th Floor  
Lincoln, NE 68501  
Attention: Trust Department


As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Olsson Associates	\$25.00	Concrete Testing Services

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 27 day of October, 2006.

  
\_\_\_\_\_  
Project Manager

1111 Lincoln Mall, Suite 111  
P.O. Box 84608  
Lincoln, NE 68501-4608



TEL 402.474.6311  
FAX 402.474.5160

October 23, 2006  
Invoice No: 92263

Edith Abbott Memorial Library  
211 N Washington St  
Grand Island, NE 68801

OA Project No. 006-0141 Edith Abbott Mem Library GI

Professional services rendered from September 10, 2006 through October 7, 2006 for work completed in accordance with our verbal agreement.

---

Phase	000	Edith Abbott Mem Library GI		
Task	002411	E Abbott Mem Lib Footing Insp		
Services completed this period includes sampling and testing of concrete cylinders.				
<b>Internal Unit Billing</b>				
	Concrete Testing Services		25.00	
	<b>Total Internal Units</b>		<b>25.00</b>	<b>25.00</b>
		<b>Total this Task</b>		<b>\$25.00</b>
		<b>Total this Phase</b>		<b>\$25.00</b>
		<b>Total this Invoice</b>		<b>\$25.00</b>

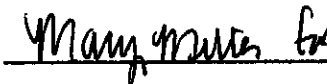
**Outstanding Invoices**

Number	Date	Balance
90899	9/11/06	75.00
91791	9/29/06	80.00
<b>Total</b>		<b>155.00</b>

**Billings to Date**

	Current	Prior	Total
Fee	0.00	4,311.00	4,311.00
Labor	0.00	155.67	155.67
Expense	0.00	17.19	17.19
Internal Unit	25.00	145.00	170.00
<b>Totals</b>	<b>25.00</b>	<b>4,628.86</b>	<b>4,653.86</b>

Authorized

  
\_\_\_\_\_

Jeffry Palik

**INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS**

EXHIBIT B  
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 41

TO: Wells Fargo Bank, National Association, Trustee  
1248 O Street, 4th Floor  
Lincoln, NE 68501  
Attention: Trust Department

As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
City Of Grand Island	20,564.45	Electrical Work in Future Parking Lot of Library

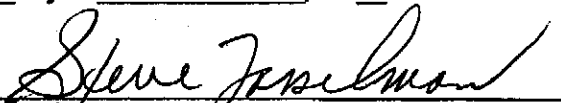
Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).

2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.

3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 1st day of November, 2006.

  
Project Manager

CITY OF  
**GRAND ISLAND**

Utilities Department 100 E 1st St, PO Box 1968  
Grand Island, NE 68802-1968 (308) 385-5480  
[www.grand-island.com](http://www.grand-island.com)

SERVICE ADDRESS:  
211 N WASHINGTON

ACCOUNT NUMBER: 202-17030-4  
BILLING DATE: 10/31/2006  
\*\* MERCHANDISE BILL \*\*

AMOUNT DUE
20,564.45

GRAND ISLAND PUBLIC LIBRARY  
P O BOX 1968  
GRAND ISLAND NE 68802

PO BOX 1968  
GRAND ISLAND NE 68802-1968

AMOUNT PAID \_\_\_\_\_  
PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT 100 E 1st ST, PO BOX 1968  
GRAND ISLAND NE 68802-1968 (308) 385-5480 [www.grand-island.com](http://www.grand-island.com)

MERCHANDISE BILLING:

ACCOUNT NUMBER: 202-17030-4  
BILLING DATE: 10/31/2006  
SERVICE DATE: 9/13/2006

GRAND ISLAND PUBLIC LIBRARY  
211 N WASHINGTON  
P O BOX 1968  
GRAND ISLAND NE 68802

WORK ORDER # 5193

173 HRS LABOR @ 6600.32, 127 HRS EQUIPMENT  
CHARGE @ 5734.10 PLUS MATERIALS @ 8230.03 FOR  
WORK RELATED TO ELEC DEPT WORK IN FUTURE PARK  
ING LOT AREA (POWER LINE-OVERHEAD/UNDERGROUND  
RELOCATION) FOR THE LIBRARY EXPANSION PROJECT

MATERIAL NON TAXABLE AMOUNT 8,230.03  
LABOR AND OVERHEAD NON TAXABLE AMOUNT 12,334.42

EXHIBIT B  
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 42

TO: Wells Fargo Bank, National Association, Trustee  
1248 O Street, 4th Floor  
Lincoln, NE 68501  
Attention: Trust Department

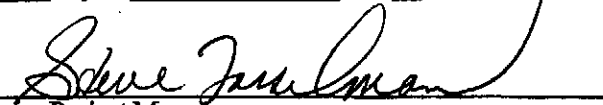
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Mid Plains Construction	\$649,435.49	Design/Build Contract

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 6th day of November, 2006.

  
Project Manager

**Mid Plains Construction Co.**  
**1319 W North Front St**  
**Grand Island, NE 68801**  
**(308) 382-2760 Fax (308) 382-2770**


**INVOICE #:** 103106  
**INVOICE DATE:** 10/31/06  
**PERIOD TO:** 10/31/06  
**APPLICATION #:** 13  
**CONTRACT DATE:** 07/01/05  
**DUE DATE:** 11/10/06  
**PAGE:** 2

**BILL TO: 0001**  
 Grand Island Facilities Corp  
 211 N Washington  
 Grand Island, NE 68801

**JOB: 50175**  
 Edith Abbott Memorial Library  
 211 N Washington  
 Grand Island, NE 68801

**<<< This Application >>>**

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
	PREVIOUS RETAINAGE.....\$		142,500.00						
	CURRENT BILLING.....\$		649,435.49						
	NEW RETAINAGE.....\$		0.00						
	ORIGINAL CONTRACT SUM.....\$							5,700,000.00	
	CHANGE BY CHANGE ORDER.....\$							0.00	
	CONTRACT SUM TO DATE.....\$							5,700,000.00	
	TOTAL COMPLETED & STORED TO DATE.....\$							3,676,012.75	
	TOTAL RETAINAGE.....\$							142,500.00	
	TOTAL EARNED LESS RETAINAGE.....\$							3,533,512.75	
	LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$							2,884,077.26	
	CURRENT PAYMENT DUE.....\$							649,435.49	

CONTRACTOR:  DATE: 11-1-06

ARCHITECT: \_\_\_\_\_ DATE: \_\_\_\_\_

**Thank you for your business!**

**REQUISITION FOR DISBURSEMENT**

Requisition No.43

TO: Wells Fargo Bank, National Association, Trustee  
1248 "O" Street, 4th Floor  
Lincoln, NE 68501  
Attention: Trust Department

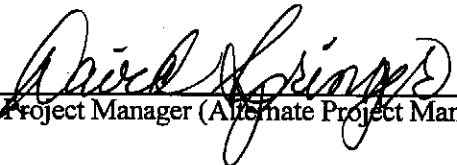
As Trustee under that Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Third Party Environmental, Inc.	\$1,000.00	Asbestos Removal & Air Monitoring
TOTAL	\$1,000.00	

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application.

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 8th day of November, 2006.

  
\_\_\_\_\_  
Project Manager (Alternate Project Manager)

Third Party Environmental, Inc.

PO Box 2202

1516 S Gunbarrel Road

Grand Island, NE 68802-2202

# Invoice

Date	Invoice #
11/5/2006	830

Bill To
Grand Island Public Library Attn: Steve Fosselman 211 North Washington Street Grand Island, NE 68801

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
2	Daily air monitoring area samples at asbestos removal job. 10/27 and 10/28 2006	400.00	800.00
1	Final Clearance air monitoring for above project	200.00	200.00
1	Post work samples in custodial area	0.00	0.00
<b>Total</b>			<b>\$1,000.00</b>