
City of Grand Island



Tuesday, August 11, 2009

Council Session Packet

City Council:

Larry Carney
Scott Dugan
John Gericke
Peg Gilbert
Chuck Haase
Robert Meyer
Mitchell Nickerson
Bob Niemann
Kirk Ramsey
Jose Zapata

Mayor:

Margaret Hornady

City Administrator:

Jeff Pederson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.

MAYOR COMMUNICATION

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item C1

Recognition of Life Saving Efforts

Staff Contact: Mayor Hornady

Council Agenda Memo

From: Troy Hughes, Fire Chief

Meeting: August 11, 2009

Subject: Certificate of Recognition

Item #'s: C-1

Presenter(s): Troy Hughes, Fire Chief & Mayor Margaret Hornady

Background

Sudden cardiac arrest takes the lives of many people. This tragic destiny course can be altered given the right conditions. Early notification of 911 dispatching, bystander CPR, and the availability of advanced life support all work together to successfully change destiny. The Grand Island Fire Department recognizes the efforts of those who have recently acted and changed a tragic destiny.

Discussion

Two recent incidents warrant recognition for the life saving efforts displayed by those involved. The first incident occurred on May 12, 2009. The Doniphan-Trumbull track team was practicing for an upcoming event when a 17 year old male student athlete suddenly collapsed and went into cardiac arrest. Fellow student athlete Ashley Schmitz was the first to arrive at the side of this downed athlete, she immediately started CPR. Ashley was quickly joined by Coach Adam Pfeifer and Coach Bob Samuelson who assisted in performing CPR. Coach Tim Schirmer called 911 and directed emergency crews to the scene. Within a few minutes, the Doniphan Quick Response team had arrived on the scene and continued emergency care of this student athlete until the arrival of a Grand Island Fire Department advanced life support ambulance. The patient was transferred to the emergency department staff at St. Francis and survived this tragic event.

The second event occurred on the evening of May 15, 2009. After a long day of firefighter training at the Nebraska State Fire School, several members of Meadow Grove and Battle Creek Fire Departments went to a local restaurant to enjoy a meal together. Suddenly, a 24 year old training officer from Meadow Grove Fire Department became unresponsive. Drawing on their training, the other members of the dinner party quickly recognized the seriousness of the situation. Fellow Meadow Grove Fire Department member Craig Tegeler and Battle Creek Fire Captain Scott Kudera quickly assessed the downed training officer and began CPR. They continued their life saving efforts until a Grand Island Fire Department engine company and

ambulance arrived on scene. The patient was transferred to the emergency department staff at St. Francis and survived this tragic event.

Recommendation

It is recommended the Ashley Schmitz, Bob Samuelson, Adam Pfeifer, Tim Schirmer, and the Doniphan Quick Response Team be awarded certificates of recognition for their life saving efforts that occurred on May 12, 2009.

It is also recommended the Craig Tegeler and Scott Kudara be awarded certificates of recognition for their life saving efforts that occurred on May 15, 2009.



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item E1

**Public Hearing Concerning Acquisition of Utility Easement - 4811
Gold Core Drive - Brown**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: August 11, 2009
Subject: Acquisition of Utility Easement – 4811 Gold Core Dr. - Brown
Item #'s: E-1 & G-5
Presenter(s): Gary R. Mader, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Mr. and Mrs. Joseph (Mick) Brown located on Lot Two (2), Platte Valley Industrial Park Sixth Subdivision, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to locate underground primary cable and a pad-mounted transformer to provide electric service to a new bus storage and repair shop for Holiday Travel.

Alternatives

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

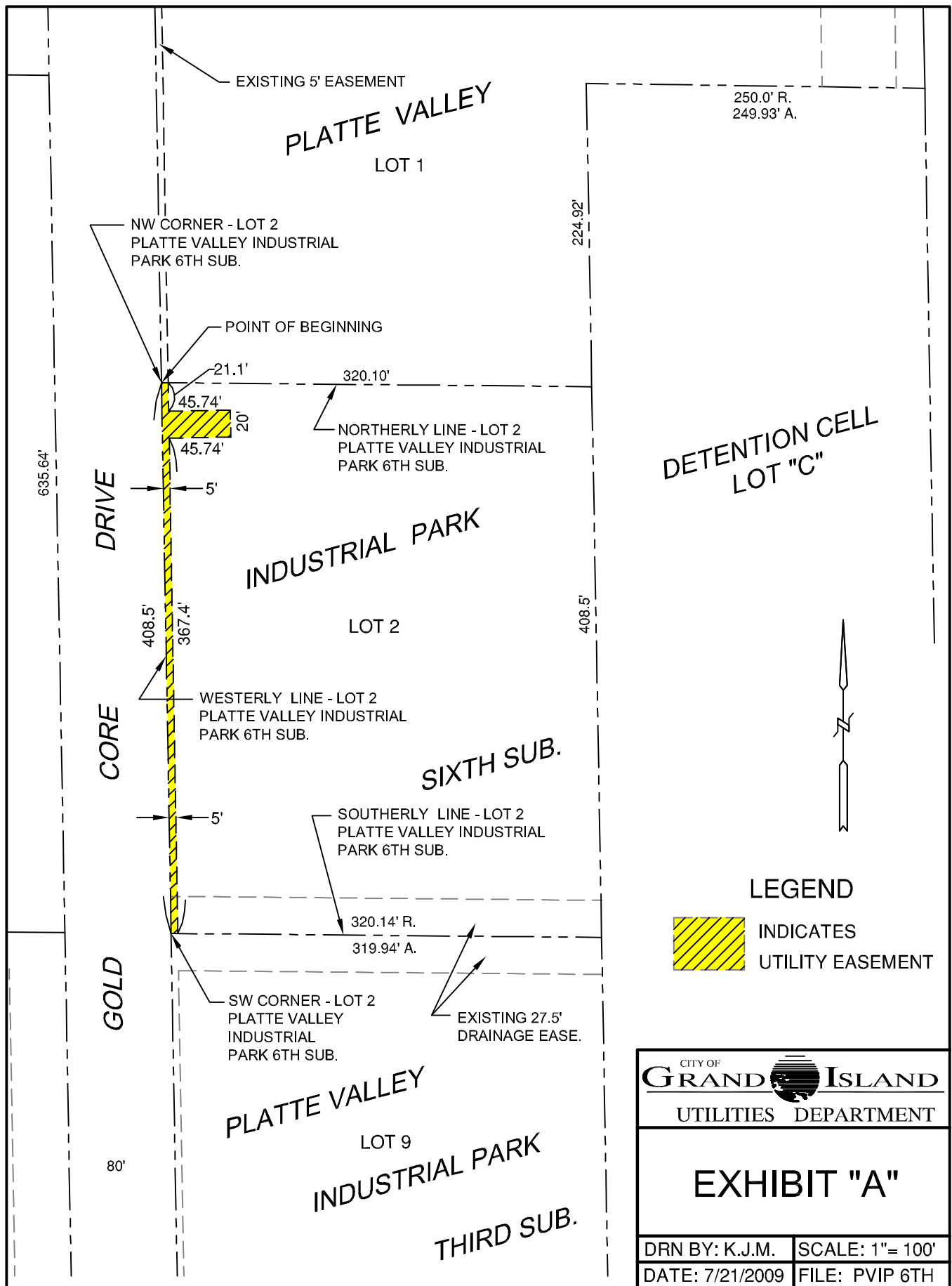
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, August 11, 2009

Council Session

Item E2

**Public Hearing Concerning Acquisition of Utility Easement - 731
Allen Drive - Highway Motels of Nebraska, Inc.**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: August 11, 2009

Subject: Acquisition of Utility Easement – 731 Allen Drive
Highway Motels of Nebraska, Inc.

Item #'s: E-2 & G-6

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

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Highway Motels of Nebraska, Inc., located through a part of Lot Two (2) Meadowlark West Fifth Subdivision, located in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place high voltage underground cables and a pad-mounted transformer to provide electric service to the new Holiday Inn Express currently being constructed.

Alternatives

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

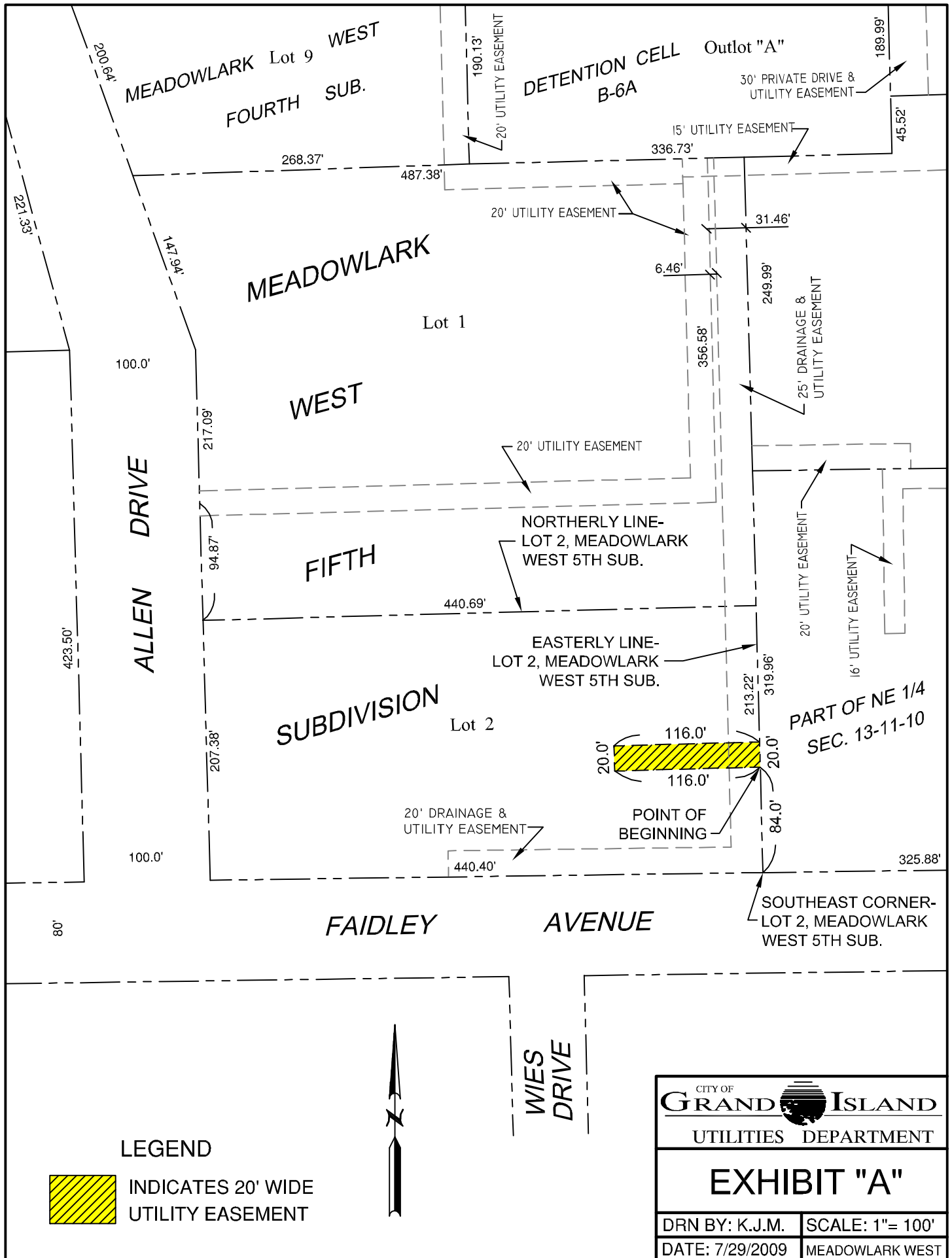
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 7/29/2009	MEADOWLARK WEST



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item E3

Public Hearing on Proposed FY 2009-2010 City Single Budget

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Mary Lou Brown, Finance Director

Meeting: August 11, 2008

Subject: Public Hearing for FY 2009-2010 Single City Budget

Item #'s: E-3

Presenter(s): Mary Lou Brown, Finance Director

Background

The budget process for the City of Grand Island begins in April with internal budget compilation and culminates with the submittal of the final budget to the State Auditor in September. Following are accomplishments that have occurred:

- Departments reviewed their current budgets and submitted 2009-2010 budget requests.
- Outside Agencies were contacted to submit their budget requests for next year.
- Requests were reviewed with each department by City Administration.
- 2009-2010 preliminary budget was adjusted to promote efficiencies and effectiveness.
- Individual Board review and approval took place for CRA and Solid Waste Agency.
- On June 16th, the City Council conducted a Study Session to review the proposed FTE requests, funding of Outside Agencies and Fee Schedule changes. These were approved on June 23rd.
- On July 14th, the City Council conducted a public hearing and approved the Solid Waste Agency Budget.

Discussion

At the August 11th council meeting, the City Council is asked to conduct a public hearing on the proposed budget to allow for public input. The public hearing will be followed up by a Special Budget meeting on August 18th and 19th and additionally August 20th, if needed, where council will be able to ask questions and respond to information concerning the proposed budget and public input. At the August 18th meeting, the Council will be asked to make determination on the budget or set further meetings to move toward determination.

Future steps concerning the budget include:

- | | |
|--------------------|--|
| August 18, 2009 | Special Budget meeting. |
| August 19, 2009 | Special Budget meeting, if needed. |
| August 20, 2009 | Special Budget meeting, if needed. County certifies taxable values. |
| August 25, 2009 | Adopt budget and approve lid limit increase.
Council approves BID budgets and assessments and sets date for Board of Equalization. |
| September 8, 2009 | Public hearing on General Property, Parking District #2, and CRA tax requests.
Establish Parking District #1 occupation tax request.
Establish property tax requests for General Property, Parking District #2 and CRA.
Public hearing and amendment to current year budget, if needed. |
| September 21, 2009 | Submit Budget to State Auditor. |
| September 23, 2009 | Board of Equalization for BIDs and ordinance for assessments. |

Recommendation

The Council is asked to conduct the public hearing and take information from the citizens. After conducting the hearing, it is recommended that the City Council take the information under advisement for further discussion at the August 18th Special Budget Session

The budget transmittal letter, a “Budget in Brief”, and a draft document of the budget were provided to Council in mid-July. If any further information is needed, please contact City Administration.



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item E4

**Public Hearing on Community Redevelopment Authority (CRA)
Budget**

Staff Contact: Mary Lou Brown

Council Agenda Memo

From: Chad Nabity, CRA Director

Meeting: August 11, 2009

Subject: Community Redevelopment Authority (CRA) Budget

Item #'s: E-4

Presenter(s): Chad Nabity, CRA Director

COMMUNITY REDEVELOPMENT AUTHORITY 2009-2010 ANNUAL BUDGET

It is my privilege to present to you the budget for the Community Redevelopment Authority for 2009-2010. This plan and budget continues the high-quality services that have enabled the CRA to partner with the City of Grand Island, private developers and businesses, and with property owners in the blighted and substandard areas to make Grand Island vibrant, clean, safe, and attractive.

The CRA budget for 2009-2010 is offered to you with a review of the responsibilities of the CRA. Those responsibilities and abilities are outlined in State Statutes and are summarized, in part, as follows:

The creation of Redevelopment Authorities was authorized by the Nebraska Legislature in order to provide communities with the ability to address certain areas of a city in need of improvement and development. Powers granted to Community Redevelopment Authorities are outlined in Chapter 18 of the Statutes and include the ability to expend funds to acquire substandard or blighted areas, make public improvements, and assist with development and redevelopment projects in specified areas. The Authority has virtually the same powers as any political subdivision, including borrowing money, issuing bonds, undertaking surveys and appraisals and asking for a levy of taxes.

A five-member board, appointed by the Mayor with the approval of the City Council, governs the CRA. The CRA is administered by a Director and devotes the overwhelming share of its resources to highly visible and effective programs. The CRA funds its programs primarily through assessments on taxable properties within the Grand Island city limits.

BLIGHTED AND SUBSTANDARD AREAS

There are Seven (7) designated Blighted and Substandard Areas within the Grand Island City Limits (see attached map). The City Of Grand Island has the authority to designate

up to 35% of the community a blighted and substandard. At present 16.66% of the City has been designated blighted and substandard.

CRA MISSION

The CRA's mission is to reduce, slow or eliminate blighting influences on property in those areas that have been designated as blighted and substandard. They do this by encouraging new investment and improved infrastructure in older areas of the community through the use of tax increment financing. They also take an active role in purchasing and demolishing properties that need to be cleared. This property is then made available for redevelopment.

FISCAL RESOURCES

General Revenues For 2009-2010,

The CRA is requesting property tax revenues of \$425,000 down from \$475,000 in 2008-09 and down from \$500,000 in 2007-2008. Historically, the levies and tax askings have been:

2008-2009	2007-2008	2006-2007	2005-2006	2004-2005	2003-2004	2002-2003
\$0.020790	\$0.0225655	\$0.022824	\$0.023625	\$0.024287	\$0.025325	\$0.024721
\$475,000	\$500,000	\$477,204	\$456,540	\$457,391	\$402,431	\$388,713

At the July 21, 2009 meeting, the Community Redevelopment Authority approved the proposed budget establishing a preliminary request of \$0.01950 for each hundred dollars of valuation for an anticipated \$425,000 based on an estimated taxable valuation of \$2,330,443,511.

Program Funding

The Community Redevelopment Authority has the ability to assist private developers and governmental entities with the commercial, residential or mixed-use redevelopment projects throughout the City. Specific detail on projects is as follows:

- Purchase of Dilapidated Properties/Infrastructure. The 2008-2009 budget includes \$100,000 for the acquisition of substandard properties in the blighted and substandard areas and for the provision of infrastructure. The Authority will consider any property within a designated area.
- Facade Development \$150,000 has been budgeted for the façade development program, including grants and interest buy down these projects are unidentified at this time. This program has been used extensively in the Downtown area but is available to all blighted and substandard areas.
- Train Horns: A total amount of \$240,000 has been reserved for participation in the way side horn project in Downtown Grand Island. This project is a joint project

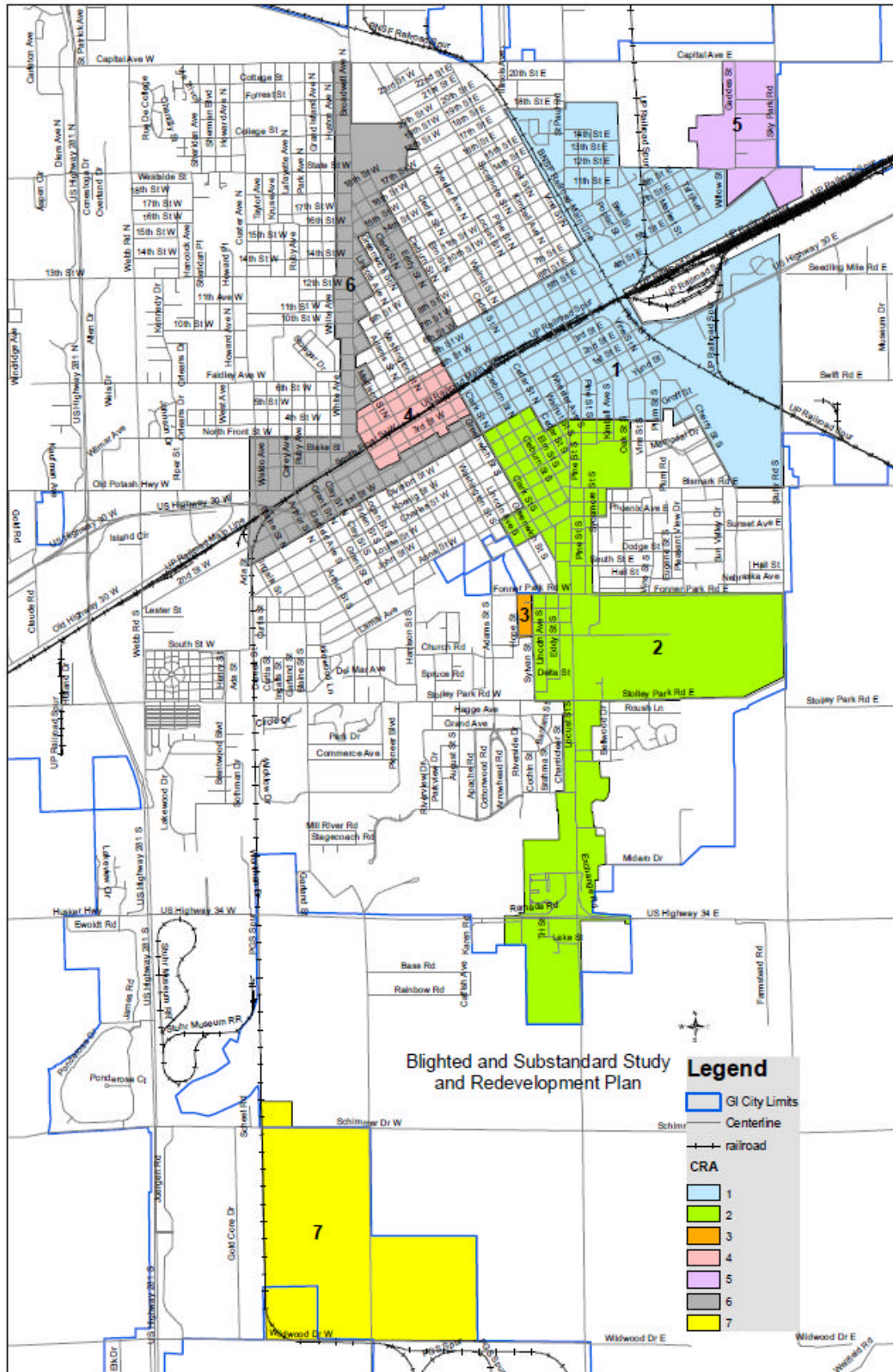
funded by the City and the CRA through an interlocal agreement. Final approvals from the rail road are moving forward and we anticipate that CRA will make the payment on the full project during the 2009-2010 fiscal year. This will be a reimbursement to the City.

- Other Projects: \$800,000 has been reserved for other projects in the blights and substandard areas. This funding can be assigned to specific projects including but not limited to infrastructure improvements in the blighted and substandard areas that would support larger redevelopment plans. The authority is specifically looking at financing “Bucket TIF” projects in residential neighborhoods that have already been declared blighted and substandard. This process will allow the CRA to help make significant improvements in the quality of housing available in these neighborhoods. The CRA has used this funding item in the past to fund additional façade improvement projects and to make grants to fund specific projects for the: Business Improvement District, the Grand Parks Department, Fonner Park, The Central Nebraska Humane Society, St. Stephens, Habitat for Humanity and other community groups for specific projects that meet the mission of the CRA.

CONCLUSION

A continued aggressive approach toward redevelopment will be the focus for the CRA in 2009-2010. The investments this community has made in housing, redevelopment efforts, infrastructure and economic development, bode well for the future of the community.

Given the current climate regarding taxes, development and redevelopment, the CRA is requesting a less revenue during the upcoming year. The CRA expects to spend a significant portion of their unspent funds during the coming year. It is hoped that they will be able to do this in a manner that will enable them to recapture those dollars at a later date.



COMMUNITY REDEVELOPMENT AUTHORITY
FY 2009 - 2010 BUDGET

	2007 Actual	2008 Actual	2009 Budget	2009 Projected	2010 Budget
CONSOLIDATED					
Beginning Cash	1,309,485	952,497	1,236,622	892,522	1,035,860
REVENUE:					
Property Taxes	699,422	750,800	697,796	717,783	667,783
Loan Proceeds	-				
Interest Income	45,272	41,968	10,000	15,579	8,000
Land Sales	14,837	15,152	50,000	47,335	50,000
Other Revenue	6,506	-	-	16,054	-
TOTAL REVENUE	766,037	807,920	757,796	796,751	725,783
TOTAL RESOURCES	2,075,522	1,760,417	1,994,418	1,689,273	1,761,643
EXPENSES					
Auditing & Accounting	4,900	5,000	8,000	6,500	7,500
Legal Services	5,500	2,143	10,000	6,000	10,000
Consulting Services	999	-	10,000	-	10,000
Contract Services	48,430	34,362	40,000	35,000	40,000
Printing & Binding	-	568	1,000	-	1,000
Other Professional Services	3,429	4,112	6,000	3,000	5,000
General Liability Insurance	-	-	250	250	250
Postage		142	250	200	200
Legal Notices	303	828	800	800	800
Licenses & Fees	-	-	-	-	-
Travel & Training	70	-	1,500	-	1,000
Other Expenditures	14	-	500	250	500
Office Supplies	32	105	500	150	500
Supplies	-	-	300	300	300
Land	15,137	33,090	100,000	129	100,000
Façade Improvement	127,300	207,871	200,000	155,551	150,000
South Locust	-	-	-	-	-
Other Projects	706,680	-	500,000	15,000	800,000
Property Taxes BID Fees				-	-
2nd Street BID				150,000	-
Outstanding Façade Improvement Grants				-	132,250
Railroad Horns				-	240,000
Other Committed Projects				37,500	17,700
Property Management				-	-
Bond Principal	112,739	142,543	128,002	161,611	161,611
Bond Interest	97,492	93,031	94,794	81,172	81,172
TOTAL EXPENSES	1,123,025	523,795	1,101,896	653,413	1,759,783
INCREASE(DECREASE) IN CASH	(356,988)	284,125	(344,100)	143,338	(1,034,000)
ENDING CASH	952,497	1,236,622	892,522	1,035,860	1,860
LESS COMMITMENTS		-	-	-	-
AVAILABLE CASH	952,497	1,236,622	892,522	1,035,860	1,860
CHECKING	481,867	786,622	442,522	130,860	(298,140)
INVESTMENTS	470,630	450,000	450,000	905,000	300,000
Total Cash	952,497	1,236,622	892,522	1,035,860	1,860

COMMUNITY REDEVELOPMENT AUTHORITY
FY 2009 - 2010 BUDGET

	2007 Actual	2008 Actual	2009 Budget	2009 Projected	2010 Budget
CRA					
GENERAL OPERATIONS:					
Property Taxes	491,210	493,602	475,000	475,000	425,000
Interest Income	44,921	41,561	10,000	15,000	8,000
Land Sales	14,837	-	50,000	47,335	50,000
Other Revenue	4,251	1,300	-	7,077	
TOTAL	555,219	536,463	535,000	544,412	483,000
GILI TRUST					
Property Taxes	64,571	66,410	65,780	65,780	65,780
Interest Income		-	-		
Other Revenue	324	1,108	-	277	
TOTAL	64,895	67,518	65,780	66,057	65,780
CHERRY PARK LTD II					
Property Taxes	61,006	62,743	59,180	59,180	59,180
Interest Income	237	251	-	349	-
Other Revenue	68		-		
TOTAL	61,311	62,994	59,180	59,529	59,180
GENTLE DENTAL					
Property Taxes	3,251	3,497	4,202	4,202	4,202
Interest Income	4	3	-	1	-
Other Revenue	846	947	-	702	
TOTAL	4,101	4,447	4,202	4,905	4,202
PROCON TIF					
Property Taxes	17,631	18,138	19,162	19,162	19,162
Interest Income	27	53	-	36	
Other Revenue	931	972	-		
TOTAL	18,589	19,163	19,162	19,198	19,162
BRUNS PET GROOMING					
Property Taxes	-	9,536		4,986	4,986
GIRAD VET CLINIC					
Property Taxes	-	3,242		4,940	4,940
GEDDES ST APTS - PROCON				1,195	1,195
SOUTHEAST CROSSINGS				8,866	8,866
WALNUT HOUSING PROJECT					
Property Taxes	61,753	93,632	74,472	74,472	74,472
Interest Income	83	100	-	193	
Other Revenue	86	10,825	-	7,998	
TOTAL	61,922	104,557	74,472	82,663	74,472
TOTAL REVENUE	766,037	807,920	757,796	796,751	725,783

COMMUNITY REDEVELOPMENT AUTHORITY
FY 2009 - 2010 BUDGET

	2007 Actual	2008 Actual	2009 Budget	2009 Projected	2010 Budget
EXPENSES					
CRA					
GENERAL OPERATIONS:					
Auditing & Accounting	4,900	5,000	8,000	6,500	7,500
Legal Services	5,500	2,143	10,000	6,000	10,000
Consulting Services	999	0	10,000	-	10,000
Contract Services	48,430	34,362	40,000	35,000	40,000
Printing & Binding	-	568	1,000	-	1,000
Other Professional Services	3,429	4,112	6,000	3,000	5,000
General Liability Insurance	-	0	250	250	250
Postage		142	250	200	200
Legal Notices	303	828	800	800	800
Licenses & Fees		0			
Travel & Training	70	0	1,500	-	1,000
Other Expenditures	-	0	500	250	500
Office Supplies	32	105	500	150	500
Supplies	-	0	300	300	300
Land	15,137	33,090	100,000	129	100,000
PROJECTS					
Façade Improvement	127,300	207,871	200,000	155,551	150,000
South Locust	-	0	-	-	-
2nd Street BID		0		150,000	-
Outstanding Façade Improvement Grants		0		-	132,250
Railroad Horns		0		-	240,000
Other Committed Projects		0		37,500	17,700
Other Projects	706,680	0	500,000	15,000	800,000
Property Taxes BID Fees		0		-	-
Property Management		0		-	-
TOTAL CRA OPERATING EXPENSES	912,780	288,221	879,100	410,630	1,517,000
GILI TRUST					
Bond Principal	43,604	47,158	51,001	51,001	51,001
Bond Interest	22,176	18,622	14,779	14,779	14,779
Other Expenditures	4				
TOTAL GILI EXPENSES	65,784	65,780	65,780	65,780	65,780
CHERRY PARK LTD II					
Bond Principal	34,131	36,824	39,729	39,729	39,729
Bond Interest	25,049	22,356	19,451	19,451	19,451
TOTAL CHERRY PARK EXPENSES	59,180	59,180	59,180	59,180	59,180
GENTLE DENTAL					
Bond Principal	1,949	2,127	2,276	2,276	2,276
Bond Interest	2,253	2,075	1,926	1,926	1,926
TOTAL GENTLE DENTAL	4,202	4,202	4,202	4,202	4,202
BRUNS PET GROOMING		9,536		4,986	4,986
GIRARD VET CLINIC		3,242		4,940	4,940
PROCON TIF					
Bond Principal	8,333	10,601	9,467	9,467	9,467
Bond Interest	10,829	8,561	9,695	9,695	9,695
TOTAL PROCON TIF	19,162	19,162	19,162	19,162	19,162
GEDDESST APTS - PROCON				1,195	1,195
SOUTHEAST CROSSINGS				8,866	8,866
WALNUT HOUSING PROJECT					

COMMUNITY REDEVELOPMENT AUTHORITY
FY 2009 - 2010 BUDGET

	2007 Actual	2008 Actual	2009 Budget	2009 Projected	2010 Budget
Other Expenditures	10				
Bond Principal	24,722	33,055	39,151	39,151	39,151
Bond Interest	37,185	41,417	35,321	35,321	35,321
TOTAL WALNUT HOUSING PROJEC	61,917	74,472	74,472	74,472	74,472
TOTAL EXPENSES	1,123,025	523,795	1,101,896	653,413	1,759,783



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item F1

#9228 - Consideration of Amendments to Chapter 5 of the Grand Island City Code Relative to Animals

Staff Contact: Wes Nespor

Council Agenda Memo

From: Wesley D. Nespor, Legal Department

Meeting: August 11, 2009

Subject: Amendments to Chapter 5 of the City Code

Item #'s: F-1

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

Background

The City Council adopted a goal to monitor, review and update the City Code. These proposed revisions are part of that process.

Discussion

The amendments to Chapter 5 update rabies observation to mirror state law and incorporate changes suggested by the Animal Advisory Board after public input. Most of the revisions are relatively minor changes in wording to clarify the intent of the section. The word wire is being removed from the list of acceptable forms of restraint. The current code requires meetings of the Advisory Board during the first weeks of January and July. Since this is a volunteer board, greater flexibility is desirable. Requiring two meetings during the year is not necessary because the Board can be convened as needed.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the ordinance amending the City Code.

ORDINANCE NO. 9228

An ordinance to amend Grand Island City Code Chapter 5 Sections 5-1, 5-2, 5-15, 5-16, 5-25, 5-34, 5-37, and 5-43 regarding definitions, meeting dates, restraint, and rabies observation; to harmonize the code with State Statutes; to repeal sections in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Sections 5-1, 5-2, 5-15, 5-16, 5-25, 5-34, 5-37, and 5-43 of the Grand Island City Code are amended to read as follows:

§5-1. Definitions

As used in this chapter, the following terms mean:

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

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

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

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

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

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

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

Bite. Any seizure with the teeth by an animal

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

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

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

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

Dangerous Animal. Means an animal that (i) has killed a human being; (ii) has inflicted injury on a human being that requires medical treatment; (iii) has killed a domestic animal without provocation; or (iv) has been previously determined to be a potentially dangerous animal by an animal control authority or animal control officer, the owner has received notice of such determination, and the animal inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals. An animal shall not be defined as a dangerous animal hereunder if

ORDINANCE NO. 9229 (Cont.)

the individual was tormenting, abusing, or assaulting the animal at the time of the injury or has, in the past, been observed or reported to have tormented, abused, or assaulted the animal. An animal shall not be defined as a dangerous animal if the injury, damage, or threat was sustained by an individual who, at the time, was committing a willful trespass, was committing any other tort upon the property of the owner of the animal, was tormenting, abusing, or assaulting the animal, or has, in the past, been observed or reported to have tormented, abused, or assaulted the animal, or was committing or attempting to commit a crime;

Domestic animal. Shall mean a cat, a dog, or livestock.

Enclosure. Any tract of land intended to restrain or contain an animal by means of a building, fence, or any other means.

Fowl. Any poultry, other than pigeons.

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

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

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

Hybrid animal. Means any animal which is the product of the breeding of a domestic dog with a nondomestic canine species;

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

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

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

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

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

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

Pet. Any animal kept for pleasure rather than utility.

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

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

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

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

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

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

Running at Large. Running at large shall mean any dog or other animal off the premises of the owner and not under the immediate control of a person physically capable of restraining the animal by holding a leash, cord, chain, ~~wire~~, rope, cage or other suitable means of physical restraint or if the animal is out of doors on the premises of the owner, the animal shall be in an adequately fenced in area or securely fastened to a leash or chain to prevent the animal from leaving the owner's premises.

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

ORDINANCE NO. 9229 (Cont.)

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

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

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

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

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

§5-2. Animal Advisory Board; Establishment

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

§5-15. Enclosure Required

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

§5-16. Enclosures; Requirements

(A) All enclosures and restraints required by §5-15 which are used to confine horses, mules, donkeys, cows, sheep, goats or llamas shall be no less than 150 feet from any residence other than the residence of the owner of said enclosure unless a waiver or variance is obtained as provided in subsection (C) below.

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

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

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

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

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

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

ORDINANCE NO. 9229 (Cont.)

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

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

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

§5-25. Accidents Involving Animals; Duties

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

§5-34. Running at Large; Restraint Required

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

§5-37. Dangerous ~~and Potentially Dangerous~~ Animals Restraint; Impoundment; Confiscation

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

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

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

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

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

§5-43. Rabies Control; Reporting and Impoundment

(1) Any animal which is owned by a person and has bitten any person or caused an abrasion of the skin of any person shall be seized by the animal control authority for a period of not less than ten days if:

(a) The animal is suspected of having rabies, regardless of the species and whether or not the animal has been vaccinated;

(b) The animal is not vaccinated and is of a species determined by the State of Nebraska to be a rabid species; or

(c) The animal is of a species which has been determined by the State of Nebraska to be a rabid species not amenable to rabies protection by immunization, whether or not such animal has been vaccinated. If, after observation and examination by a veterinarian, at the end of the ten-day period the

ORDINANCE NO. 9229 (Cont.)

animal shows no clinical signs of rabies, the animal may be released to its owner unless otherwise prohibited by law.

(2)(a) Except as provided in subdivision (b) of this subsection, whenever any person has been bitten or has an abrasion of the skin caused by an animal owned by another person, which animal has been vaccinated in accordance with State law or regulation or if such injury to a person is caused by an owned animal determined by the State of Nebraska to be a rabid species amenable to rabies protection by immunization which has been vaccinated, such animal shall be confined by the owner or other responsible person as required by the animal control authority for a period of at least ten days and shall be observed and examined by a veterinarian at the end of such ten-day period. If no clinical signs of rabies are found by the veterinarian, such animal may be released from confinement unless ownership of the animal is otherwise prohibited by law.

(b) A vaccinated animal owned by a law enforcement or governmental military agency which bites or causes an abrasion of the skin of any person during training or the performance of the animal's duties may be confined as provided in subdivision (a) of this subsection. Such agency shall maintain ownership of and shall control and supervise the actions of such animal for a period of fifteen days following such injury. If during such period the death of the animal occurs for any reason, a veterinarian shall within twenty-four hours of the death examine the tissues of the animal for clinical signs of rabies.

(3) Any animal of a rabid species which has bitten a person or caused an abrasion of the skin of a person and which is unowned or the ownership of which cannot be determined within seventy-two hours of the time of the bite or abrasion shall be immediately subject to any tests which the animal control authority believes are necessary to determine whether the animal is afflicted with rabies. The seventy-two-hour period shall include holidays and weekends and shall not be extended for any reason. The tests required by this subsection may include tests which require the animal to be destroyed.

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

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

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

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

(4E) All incidents of biting or scratching shall be reported in writing to the Animal Control Authority by the medical professional treating the injury, the injured party, or in the case of a minor child, the parent or guardian.

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

(5) In the case of domestic or hybrid animals known to have been bitten by a rabid animal, the following rules shall apply:

(a) If the bitten or exposed domestic or hybrid animal has not been vaccinated in accordance with State statute, such bitten or exposed domestic or hybrid animal shall be immediately destroyed unless the owner is willing to place such domestic or hybrid animal in strict isolation in a kennel under veterinary supervision for a period of not less than six months; and

ORDINANCE NO. 9229 (Cont.)

(b) If the bitten or exposed domestic or hybrid animal has been vaccinated in accordance with State statutes, such domestic or hybrid animal shall be subject to the following procedure: (1) Such domestic or hybrid animal shall be immediately revaccinated and confined for a period of not less than thirty days following vaccination; (2) if such domestic or hybrid animal is not immediately revaccinated, such domestic or hybrid animal shall be confined in strict isolation in a kennel for a period of not less than six months under the supervision of a veterinarian; or (3) such domestic or hybrid animal shall be destroyed if the owner does not comply with either subdivision (1) or (2) of this subdivision.

SECTION 2. The foregoing sections of Chapter 5 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

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

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within fifteen days as provided by law.

Enacted: August 11, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item G1

Approving Minutes of July 28, 2009 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 28, 2009

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 July 28, 2009. Notice of the meeting was given in *The Grand Island Independent* on July 22, 2009.

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

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

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council member Lauren Cantrell. Mentioned was an invitation to the community for the Movie in the Park event this Friday, July 31 at Stolley Park beginning at 7:30 p.m.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of 2008-2009 Community Youth Council. Wendy Myer-Jerke, Public Information Officer gave a short presentation and video of activities of the CYC students over the past year. The Mayor and City Council recognized the following Community Youth Council (CYC) members: Sophomores – Lauren Cantrell, Danielle Jim, Ava Mackey, Katrina Molholm, Garrett Coble, and Andres Gamboa: Juniors – Audie Aguilar, Miranda Baxter, Sarah Stoltenberg, Zach Stauffer, and Austin Witmer: Seniors – Kayla Harris, Paige Liess, Claire Mackey, Michael Rivera, Zach Schultz, Malorie Meier, Sammy Saiyavongsa, Sam Schneider, Caitlynn Schwehn, Mikayla Walsh, and Emily Michael. Board Members – Carole Ostdiek, Celine Stahlnecker, and Butch Hurst. Those not present were: CYC students: Garrett Coble, Andres Gamboa, Zach Stauffer, Austin Witmer, Mikayla Walsh, Emily Michael and Board Members – Adrian Velez, Ed Jarosik, Darren Sanchez, Liz Mayfield, and Randy See.

PUBLIC HEARINGS:

Public Hearing on Request from Hornady FLP on Behalf of Midland Telecom for a Conditional Use Permit for a Communications Tower Located at 3625 West Old Potash Highway. Craig Lewis, Building Department Director reported that Patrick Buettner, representing Midland Telecom, Telephone Systems of NE, Inc. had submitted an application to allow for the construction of a 190 foot lattice telecommunication tower located at 3625 West Old Potash Highway. Staff recommended approval with a 15 foot setback. No public testimony was heard.

Public Hearing on Acquisition of Detention Cell Land in Lots Two (2) and Three (3) and Outlot A of Springdale Second Subdivision (Springdale, LLC). Steve Riehle, Public Works Director reported that Karen Bredthauer, developer of Springdale Subdivision was willing to donate

detention cell land along with ingress/egress easements for access to the cell to the city. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda Item G-9 was pulled for further discussion. Motion by Zapata, second by Ramsey to approve the Consent Agenda excluding Item G-9. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 13, 2009 Annual Joint Central District Health Department Meeting.

Approving Minutes of July 14, 2009 City Council Regular Meeting.

Approving Minutes of July 21, 2009 City Council Study Session.

Approving Re-Appointments of Marv Webb, Mike Wenzl, Todd Enck, and New Appointment of Brad Kissler to the Building Code Advisory Board.

Approving Re-Appointments of Al Avery, Glen Murray, John Schultz, Mike Nolan and Karen Bredthauer and New Appointment of Deb Trosper to the Zoning Board of Adjustment.

#2009-175 – Approving FY 2009-2010 Annual Budget for Business Improvement District #4, South Locust Street from Stolley Park Road to Fonner Park Road, and Setting Date for Board of Equalization.

#2009-176 – Approving FY 2009-2010 Annual Budget for Business Improvement District #6, Second Street, and Setting Date for Board of Equalization.

#2009-177 – Approving FY 2009-2010 Annual Budget for Business Improvement District #7, South Locust Street from Highway 34 to Stolley Park Road, and Setting Date for Board of Equalization.

#2009-179 – Approving Acquisition of Detention Cell Land in Lots Two (2) and Three (3) and Outlot A of Springdale Second Subdivision (Springdale, LLC).

#2009-180 – Approving Supplemental Agreement No. 1 with NDOR for South Locust Street Phase 2 (Northbound) Roadway Construction.

#2009-181 – Approving Change Order No. 1 for Asphalt Maintenance Project 2009-AC-1 with J.I>L> Asphalt Paving Company of Grand Island, Nebraska for an Increase of \$46,939.98 and a Revised Contract Amount of \$723,698.48.

#2009-182 – Approving Change Order No. 1 for Sanitary Sewer District No. 76 Replacement; Vine Street, Between Ashton Avenue and Koenig Street with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$4,000.00 and a Revised Contract Amount of \$215,322.19.

#2009-183 – Approving Purchase of a Skid Steer Loader for Use in Concrete Repair Operations at the Streets Division of the Public Works Department with Central Nebraska Bobcat of Grand

Island, Nebraska in an Amount of \$24,730.59 plus trade in of \$22,105.59 for a Total Amount of \$2,625.00.

#2009-184 – Approving Deed of Reconveyance of Property at Lot 1 Platte Valley Industrial Park (Grand Island Area Economic Development Corporation).

#2009-185 – Approving Extension Request for Community Development Block Grant #08-CR-002 Phase 3.

#2009-186 – Approving Bid Award for Ambulance Remount with Arrow Manufacturing, Inc. of Rock Rapids, Iowa in an Amount of \$79,914.00.

#2009-187 – Approving Engineering Services for the Veterans Home Complex with Olsson Associates of Grand Island and Lincoln, Nebraska in an Amount of \$29,800.00.

Consideration of City Council Result Maps.

#2009-178 – Approving FY 2009-2010 Annual Budget for Business Improvement District #8, Downtown, and Setting date for Board of Equalization. Councilmember Carney inquired of the accounting cost provided by the city, other revenue line item, who sets the levy amount, and the amount the Chamber receives for administration of the business improvement district. Dave Springer, Finance Director, advised Councilmember Carney that the city charges \$4,000 for accounting services, donations and fundraising are identified within the other revenue line item, the Council sets the levy amount, and the Chamber charges \$20,000 annually.

Motion by Meyer, second by Gericke to approve Resolution #2009-178. Upon roll call vote, all voted aye. Motion adopted.

REQUESTS AND REFERRALS:

Consideration of Request from Hornady FLP on Behalf of Midland Telecom for a Conditional Use Permit for a Communications Tower Located at 3625 West Old Potash Highway. This item related to the aforementioned Public Hearing. Mayor Hornady excused herself due to a conflict of interest and President Robert Meyer took her place. Councilmember Gilbert asked staff if this was the appropriate time to bring this county industrial track into the city as its use has changed. City Attorney, Dale Shotkoski and Building Director, Craig Lewis did not agree. City Administrator Jeff Pederson also spoke to the issue stating it would be appropriate to address the annexation of the property in the future pending league discussion. Councilmember's Meyer and Carney also discussed the issue.

Motion by Nickerson, second by Gericke to approve the request from Hornady FLP on behalf of Midland Telecom for a conditional Use Permit for a Communications Tower Located at 3625 West Old Potash Highway with the condition that the applicant will conform with the purpose of the zoning regulations of 15 foot set back. Upon roll call vote, Councilmember's Meyer, Niemann, Carney, Ramsey, Zapata, Nickerson, and Gericke voted aye. Councilmember Gilbert voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Meyer, second by Ramsey to approve the Claims for the period of July 15, 2009 through July 28, 2009, for a total amount of \$2,648,032.78. Unanimously approved.

Motion by Meyer, second by Gericke to approve the Claim for the Veterans Athletic Complex for the Period of June 29, 2009 through July 28, 2009, for a total amount of \$750.00. Unanimously approved.

Motion by Meyer, second by Gericke to approve the claim for the Recreational Building in the amount of \$30,235.94.

ADJOURNMENT: The meeting was adjourned at 8:55 p.m.

Paul Briseno
Deputy City Clerk



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item G2

Approving Re-Appointment of Doug Jensen to the Animal Advisory Board

The Mayor has submitted the re-appointment of Doug Jensen to the Animal Advisory Board. This appointment would become effective August 14, 2009 upon approval by the City Council and would expire on August 13, 2012. Approval is recommended.

Staff Contact: Mayor Hornady



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item G3

**Approving Request from Kelsey Scoggins, 103 West 22nd Street
for Liquor Manager Designation for the United Veterans Club,
1914 West Capital Avenue**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 11, 2009

Subject: Request from Kelsey Scoggins, 103 West 22nd Street for Liquor Manager Designation for United Veterans Club, 1914 West Capital Avenue

Item #'s: G-3

Presenter(s): RaNae Edwards, City Clerk

Background

Kelsey Scoggins, 103 West 22nd Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "C-08618" Liquor License for United Veterans Club, 1914 West Capital Avenue.

This application has been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

Alternatives

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

1. Approve the request.
2. Forward the request with no recommendation.
3. Take no action on the request.

Recommendation

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

Sample Motion

Move to approve the request from Kelsey Scoggins, 103 West 22nd Street for Liquor Manager Designation in conjunction with the Class “C-08618” Liquor License for United Veterans Club, 1914 West Capital Avenue with the stipulation that Ms. Scoggins complete a state approved alcohol server/seller training program.

07/31/09
15:41

Grand Island Police Dept.
LAW INCIDENT TABLE

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City : Grand Island
Occurred after : 14:55:20 07/31/2009
Occurred before : 14:55:20 07/31/2009
When reported : 14:55:20 07/31/2009
Date disposition declared : 07/31/2009
Incident number : L09074982
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License Investigation
Incident address : 1914 Capital Ave W
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitara D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitara D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number :
Geobase address ID : 3478
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	92587	07/31/09	Scoggins, Kelsey	Liquor Manger
NM	103032	07/31/09	United Veterans Club,	Business

LAW INCIDENT NARRATIVE:

Liquor Manager Application for Kelsey Scoggins at the United Veterans' Club

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitara D	318	Vitara D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitara D	15:02:10 07/31/2009

07/31/09
15:41

Grand Island Police Dept.
LAW INCIDENT TABLE

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Page: 2

Grand Island Police Department
Supplemental Report

On 7/31/09, I found a copy of a liquor manager application in my downstairs mailbox. Kelsey Scoggins is requesting to be the liquor manager at the United Veterans' Club. David Scoggins is listed as Kelsey's husband on the application. He signed a "Spousal Affidavit Of Non Participation" form. Kelsey was born in Hastings, Nebraska and has lived in Nebraska for at least the last twelve years.

I checked Spillman and discovered that Kelsey was convicted of a stop sign violation on 4/12/07. I then checked NCJIS and found that Kelsey was convicted of driving during suspension (DDS) on 6/29/95 and again on 3/14/01. The stop sign violation was also verified in NCJIS.

On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution." Kelsey disclosed that she was convicted of not having insurance in 2001. She did not disclose any other violations.

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

Since driving during suspension is an offense that often results in an arrest, I'm surprised that they were not disclosed on the application. However, they occurred 14 and 8 years ago. Her only recent violation in the State of Nebraska is the stop sign violation. With Kelsey having relatively very few violations, especially in recent years, the Grand Island Police Department doesn't have any objections to her becoming the liquor manager at the United Veterans' Club.

Date, Time: Fri Jul 31 15:35:35 CDT 2009
Reporting Officer: Vitera
Unit #: 865



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item G4

Approving Request of Fonner Park Exposition and Events Center, Inc. for Ratification of Election of Board of Directors

At the December 21, 1998 City Council Meeting, Resolution #98-332 was adopted supporting the application of Fonner Park to the Internal Revenue Service for a 501(c)(3) exemption for construction and operation of an Exposition and Events Center. This approval created the formation of the Fonner Park Exposition and Events Center, Inc. The Internal Revenue Service requires the election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. be ratified by the Grand Island City Council. The appointments of George Wanitschke, Steve Dowding, Jim Cannon, Barry Sandstrom, and Scott Zana to the Board of Directors for the Fonner Park Exposition and Events Center, Inc. are recommended.

Staff Contact: RaNae Edwards

**LEININGER, SMITH, JOHNSON, BAACK,
PLACZEK & ALLEN**

ATTORNEYS AT LAW

ESTABLISHED IN 1929

104 N. WHEELER STREET
P.O. BOX 790
GRAND ISLAND, NE 68802
(308) 382-1930

FAX # (308) 382-5521
www.gilawfirm.com

D. STEVEN LEININGER
BRUCE I. SMITH
MICHAEL L. JOHNSON
AREND R. BAACK
DANIEL M. PLACZEK
CATHLEEN H. ALLEN
BRANDON S. CONNICK
SONYA K. KOPERSKI
TANYA J. JANULEWICZ
JORDAN W. ADAM

JAMES A. BELTZER
SPECIAL COUNSEL

OFFICE AT SUPERIOR:

145 EAST 4TH STREET
P.O. BOX 186
SUPERIOR, NE 68978
(402) 879-3251

A.J. LUEBS (1903-1996)

July 30, 2009

Mayor Margaret Hornady
City Hall Building
100 E. First Street
P.O. Box 1968
Grand Island, NE 68802



Re: Fonner Park Exposition and Events Center, Inc.

Dear Mayor Hornady:

Please have the City Clerk of the City of Grand Island, Nebraska place the following matter on the agenda of the meeting of the City Council of the City of Grand Island, Nebraska scheduled for August 11, 2009:

"Fonner Park Exposition and Events Center, Inc./ Ratification of Election of Board of Directors"

On July 29, 2009, the following persons were elected as directors of the Fonner Park Exposition and Events Center, Inc.:

Jim Cannon
Steve Dowding
Barry Sandstrom
George Wanitschke
Scott Zana

The Fonner Park Exposition and Events Center, Inc. is a nonprofit corporation formed under Section 501(c)(3) of the Internal Revenue Code for the purposes of lessening the burdens of government. Specifically, the Fonner Park Exposition and Events Center, Inc. was formed to lessen the burdens of the City of Grand Island, Nebraska in planning, constructing and operating an agricultural exposition and events center in the City of Grand Island, Nebraska.

Mayor Margaret Hornady
July 30, 2009
Page 2

As a condition to obtaining exemption under Section 501(c)(3) of the Internal Revenue Code, the Internal Revenue Service required that the following provisions be included in the Bylaws of Fonner Park Exposition and Events Center, Inc.:

- (1) The Mayor of the City of Grand Island, Nebraska nominates one (1) member of the Board of Directors of Fonner Park Exposition and Events Center, Inc.; and
- (2) The election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. is submitted to the City Council of the City of Grand Island, Nebraska for ratification.

Because Fonner Park Exposition and Events Center, Inc. was formed for the purpose of lessening the burdens of government, the Internal Revenue Service imposed the foregoing requirements on Fonner Park Exposition and Events Center, Inc. so that there would be an opportunity for oversight by the City of Grand Island, Nebraska in regard to the election of directors of Fonner Park Exposition and Events Center, Inc.

As you know, you nominated Scott Zana as a member of the Board of Directors of Fonner Park Exposition and Events Center, Inc. in compliance with the requirements of (1) above. The election of the members of the Board of Directors of Fonner Park Exposition and Events Center, Inc. should now be submitted to the City Council of the City of Grand Island, Nebraska for ratification in compliance with the requirements of (2) above.

Thank you for your time and consideration.

Sincerely,

LEININGER, SMITH, JOHNSON,
BAACK, PLACZEK & ALLEN



MICHAEL L. JOHNSON
MLJ/eje

cc: Ms. RaNae Edwards, City Clerk
Mr. Hugh Miner, Jr.



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item G5

**#2009-188 - Approving Acquisition of Utility Easement - 4811 Gold
Core Drive - Brown**

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

Staff Contact: Gary R. Mader

RESOLUTION 2009-188

WHEREAS, a public utility easement is required by the City of Grand Island, from Joseph M. Brown and Lori J. Brown, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on August 11, 2009, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Beginning at the northwest corner of Lot Two (2) Platte Valley Industrial Park Sixth Subdivision in the City of Grand Island, Hall County, Nebraska; thence easterly along the northerly line of said Lot Two (2), a distance of five (5.0) feet; thence southerly and parallel with the westerly line of said Lot Two (2), a distance of twenty one and one tenth (21.1) feet; thence easterly and perpendicular to the westerly line of said Lot Two (2), a distance of forty five and seventy four hundredths (45.74) feet; thence southerly and parallel with the westerly line of said Lot Two (2), a distance of twenty (20.0) feet; thence westerly and perpendicular with the westerly line of said Lot Two (2), a distance of forty five and seventy four hundredths (45.74) feet; thence southerly and parallel with the westerly line of said Lot Two (2), a distance of three hundred sixty seven and four tenths (367.4) feet to a point on the southerly line of said Lot Two (2); thence westerly along the southerly line of said Lot Two (2), a distance of five (5.0) feet to the southwest corner of said Lot Two (2); thence northerly along the westerly line of said Lot Two (2), a distance of four hundred eight and five tenths (408.5) feet to the northwest corner of said Lot Two (2) being the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.068 acres, more or less, as shown on the plat dated 7/21/2009, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

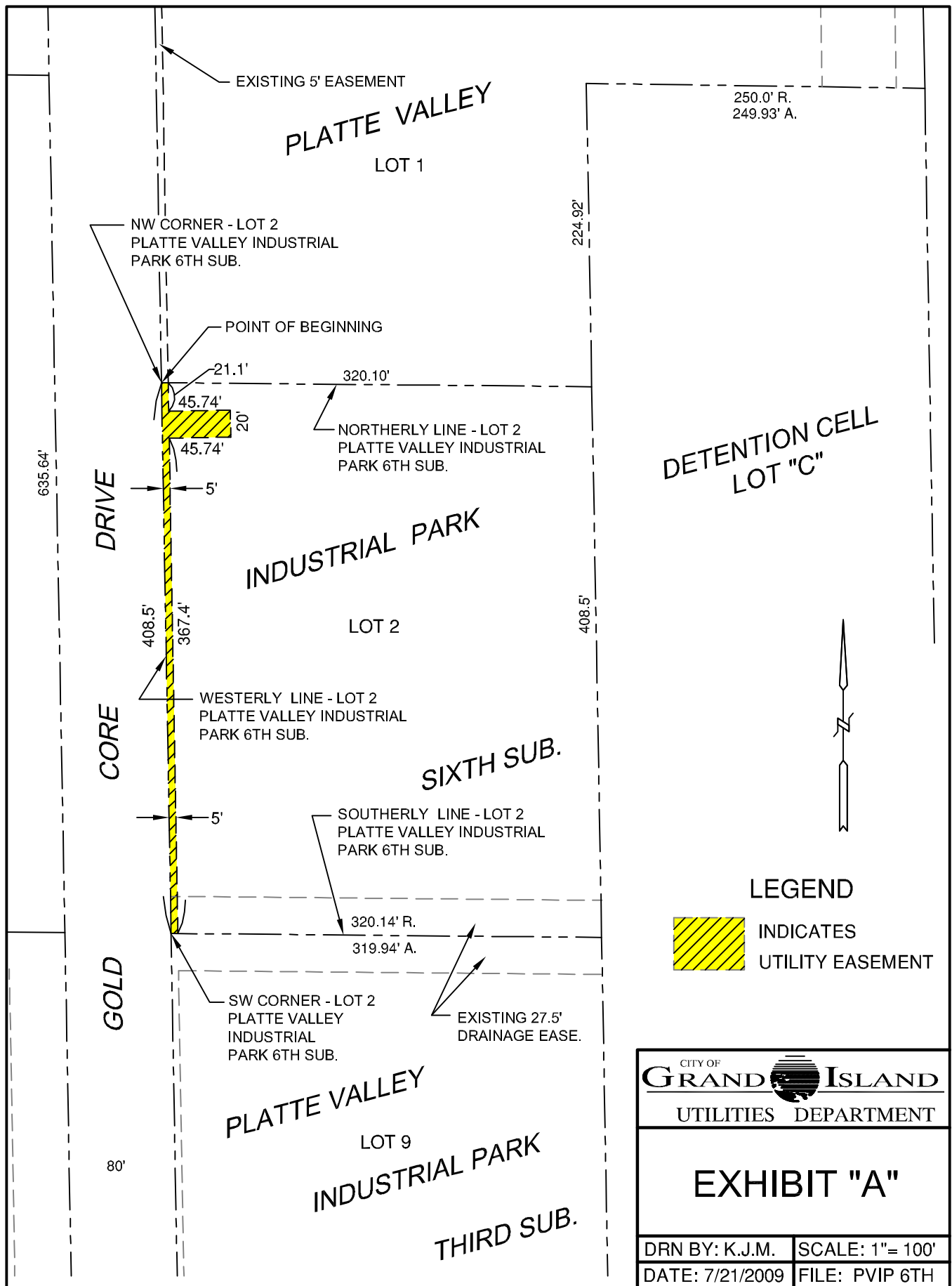
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk



LEGEND



INDICATES
UTILITY EASEMENT

CITY OF
GRAND ISLAND

UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.

SCALE: 1" = 100'

DATE: 7/21/2009

FILE: PVIP 6TH



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item G6

#2009-189 - Approving Acquisition of Utility Easement - 731 Allen Drive - Highway Motels of Nebraska, Inc.

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

Staff Contact: Gary R. Mader

RESOLUTION 2009-189

WHEREAS, a public utility easement is required by the City of Grand Island, from Highway Motels of Nebraska, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on August 11, 2009, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of Lot Two (2) Meadowlark West Fifth Subdivision located in the City of Grand Island, Hall County, Nebraska; thence northerly along the easterly line of said Lot Two (2), a distance of eighty four (84.0) feet to the ACTUAL Point of Beginning; thence westerly, parallel with the northerly line of said Lot Two (2), a distance of one hundred sixteen (116.0) feet; thence northerly, parallel with the easterly line of said Lot Two (2), a distance of twenty (20.0) feet; thence easterly, parallel with the northerly line of said Lot Two (2), a distance of one hundred sixteen (116.0) feet to a point on the easterly line of said Lot Two (2); thence southerly along the easterly line of said Lot Two (2), a distance of twenty (20.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing 0.053 acres, more or less, as shown on the plat dated 7/29/2009, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

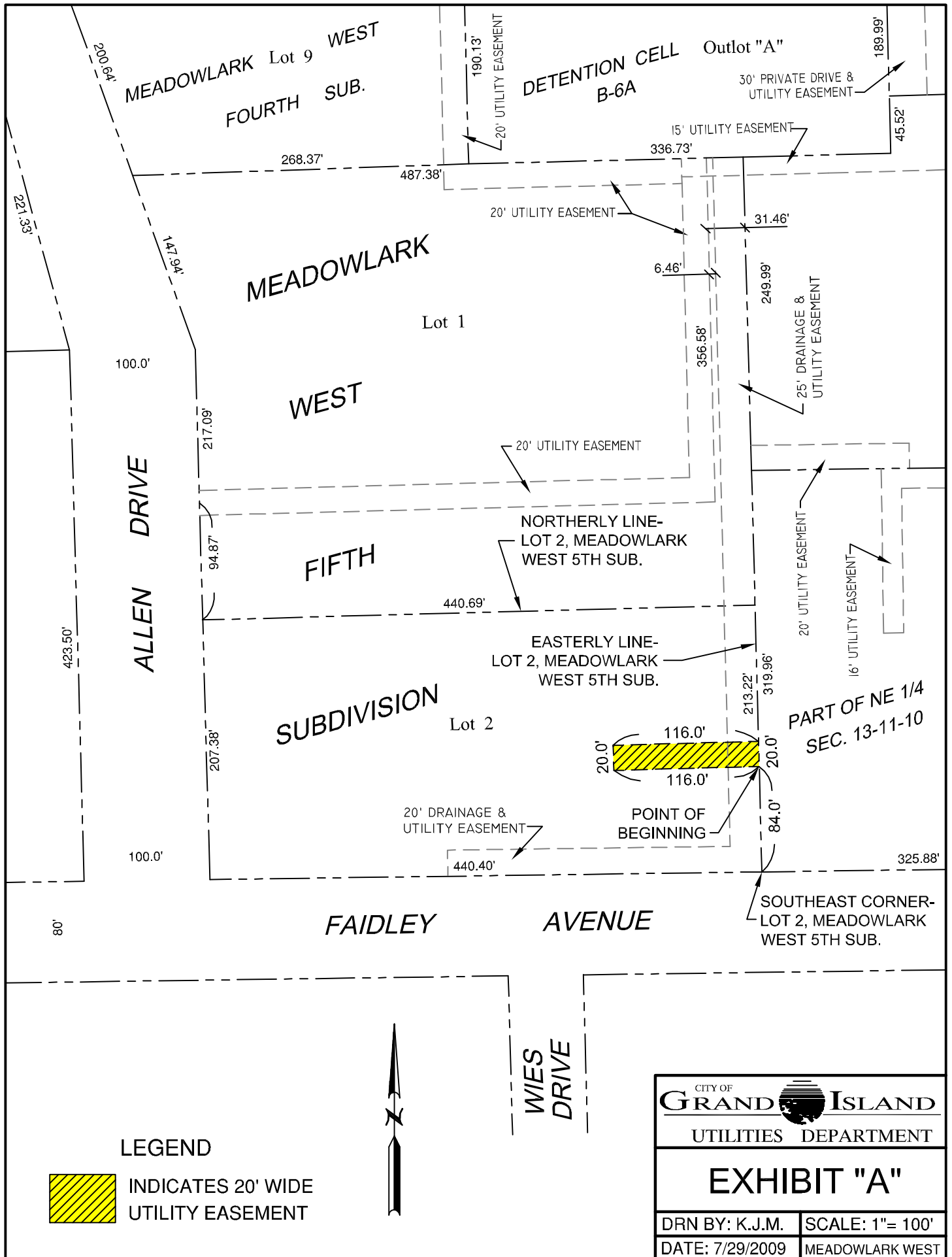
Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 5, 2009	☐ City Attorney





City of Grand Island

Tuesday, August 11, 2009

Council Session

Item G7

#2009-190 - Approving Pipeline Crossing and Encroachment Agreement at Husker Hwy. & UP Railroad Crossing for Water Main Project 2009-W-3 - Alda Water Main Project

Staff Contact: Gary R. Mader

Council Agenda Memo

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

Meeting: August 11, 2009

Subject: Pipeline Crossing and Encroachment Agreement with
Union Pacific Railroad for Water Main Project 2009-W-3
– Alda Water Main Project

Item #'s: G-7

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

Background

In 2006 the Village of Alda contacted the Utilities Department regarding the possibility of the City of Grand Island providing water supply to the Village. At that time, the Village was beginning the processes of evaluating options to replace their current wells being used for water supply. The Village is under an Administrative Order from the Nebraska Department of Health and Human Services because the current wells do not meet the recently implemented regulations regarding uranium, a naturally occurring contaminate common in central Nebraska. One of the options being investigated was the construction of a water line from the southwest portion of Grand Island's present water distribution system to the Village. Information received from the Village's engineers, JEO Consulting Group, states that the water usage averages approximately 142,322 gallons per day (gpd). For reference, Grand Island water usage averages approximately 11,500,000 gpd.

The Village of Alda is located about 2.25 miles southwest from the closet point to the Grand Island water distribution system. This distance is also up-gradient. JEO conducted an engineering evaluation of a potential connecting pipeline and concluded that the project was feasible. Generally, the connecting line from Grand Island would supply water to a metering and pumping station located on the eastern edge of the Village. At that point, the pumping station would boost pressure to supply Alda's needs and fill their water tower. With the feasibility of the project confirmed, the Village proceeded with the pursuit of options for funding, through a grant from the U.S. Department of Agriculture, Rural Development Fund. Since a large portion on the proposed water line would be in an area immediately adjacent to the Grand Island City Limits, City staff thought it important

that the construction of that line be in compliance with current Grand Island standards and be constructed so as not to be a hindrance to future City expansion of water infrastructure required as the City grows, and not present problems of service area jurisdiction between the two communities. City Staff also advised that the Alda representatives should consider these discussions, just that, discussions. Any decisions as to whether or not the City of Grand Island participates in this proposed project rests with the City Council.

Initially, the staff discussions developed a program whereby the new line would be constructed to serve the Alda requirements, utilizing the grant funding, and then be turned over to the Grand Island Water Department for future maintenance, operation and use. That achieved the purpose of the program, to provide alternate water supply to Alda, alleviated the need for Alda to maintain the line, and provided for use of the line by the City for future development as Grand Island grows. But that program ran into a snag when the federal authorities determined that the federally funded line must continue to be owned by the Village of Alda since they were the party receiving the funding. Later it was determined that Grand Island could charge a “Connection Fee”, which could be paid from the grant funding.

At that time, the staff and consultants from the two communities set about re-developing the program to try to achieve the original purpose of providing for water supply to Alda while maintaining the ability of Grand Island to grow along the route without interference. That led to a shift of the construction responsibility from the Village to the Grand Island Water Department, with the connection fee based on the cost of construction. With this shift in responsibility, Grand Island assumes significantly more risk, in that the City is now responsible for route selection, design, specification, bidding, contract administration, construction residency, testing and final certifications.

Discussion

In reviewing the possible methods and routes, Utility Engineering evaluated several different combinations of routing, line sizing and western terminus points to accomplish the connection of the Grand Island water distribution system to the Village of Alda. Seven potential routes were considered. Each achieves the basic purpose of the connection, but there are variations in the routes and sizes of the water line and in the eastern terminus, i.e. where the Water Department’s responsibility for line construction would end at the east edge of Alda, either at a point within the Village limits or at a point outside the Village limits nearer Grand Island. Additionally, the most direct route, which would parallel U.S. Highway 30, would involve the acquisition of Right-of-Way (ROW) access from Union Pacific Railroad or the acquisition of ROW or easements from private property owners along the route adjacent to the railroad land. Some of the alternate routes developed would allow water piping to be installed in existing public ROW. In all cases, the Village of Alda will have additional construction within their water service area to incorporate the new connecting line into their water system.

A major consideration in route evaluation was benefit to the future expansion of the City of Grand Island. A map of a route agreeable at the staff level is attached. It provides extension of the Grand Island water distribution system trunk line in Husker Highway to the east boundary of the Ordinance Plant, then south along 60th Road to U.S. Highway 30, in accordance with the City's standards. The total connection fee is \$1,060,000 to be paid by the Village of Alda from the federal grant funds.

Alternatives

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

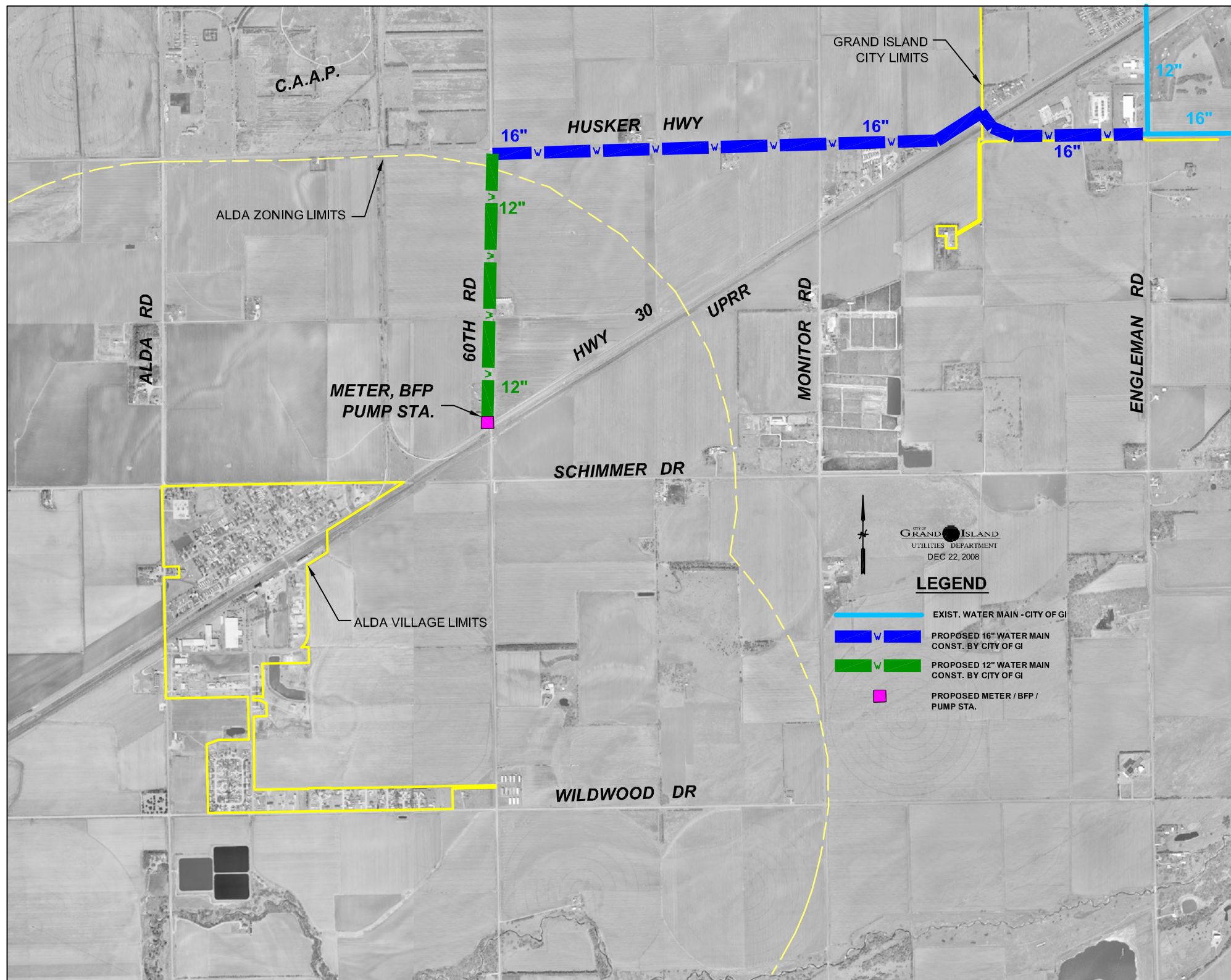
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Pipeline Crossing and Encroachment Agreement between the City of Grand Island and Union Pacific Railroad.

Sample Motion

Move to approve the Pipeline Crossing and Encroachment Agreement between the City of Grand Island and Union Pacific Railroad.



Form Approved, AVP-Law

PIPELINE CROSSING AND ENCROACHMENT AGREEMENT

Mile Post 152.04 Kearney Subdivision
Location: Grand Island, Hall County, Nebraska

THIS AGREEMENT ("Agreement") is made and entered into as of August 01, 2009, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF GRAND ISLAND**, to be addressed at P. O. Box 1968, 100 East First Street, Grand Island, Nebraska 68802 ("Licensee").

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

Article 1. LICENSOR GRANTS RIGHT.

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

one underground 16 inch encased pipeline encroachment for transporting and conveying potable water only

(hereinafter the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated July 17, 2009 and marked Exhibit "A", attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying potable water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Ten Thousand Six Hundred Six Dollars (\$10,606.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

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

Article 4. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is hired by the Licensee to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall require its contractor to execute the Licensor's current form of Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of Contractor's Right of Entry Agreement and an understanding

of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's property without first executing the Contractor's Right of Entry Agreement and the contractor providing to the Licensor the insurance binders, certificates and endorsements described in the Contractor's Right of Entry Agreement.

Article 5. INSURANCE.

A. Before commencement of the term of this Agreement and prior to any Pipeline construction, the Licensee, at its sole expense, shall provide to the Licensor the insurance binders, certificates and endorsements described in **Exhibit C**, attached hereto and hereby made a part hereof. *The Licensee or it's contractor, whichever entity will be performing the Pipeline construction, will need to procure a Railroad Protective Liability Insurance policy for the duration of such work, as described in Exhibit C.*

B. Not more frequently than once every two years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. All insurance correspondence, binders, certificates and endorsements shall be directed to:

Contracts Manager
Folder No. 02559-46
Union Pacific Railroad Company
Real Estate Department
1400 Douglas St. STOP 1690
Omaha, NE 68179-1690

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

Article 6. TERM.

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

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

UNION PACIFIC RAILROAD COMPANY

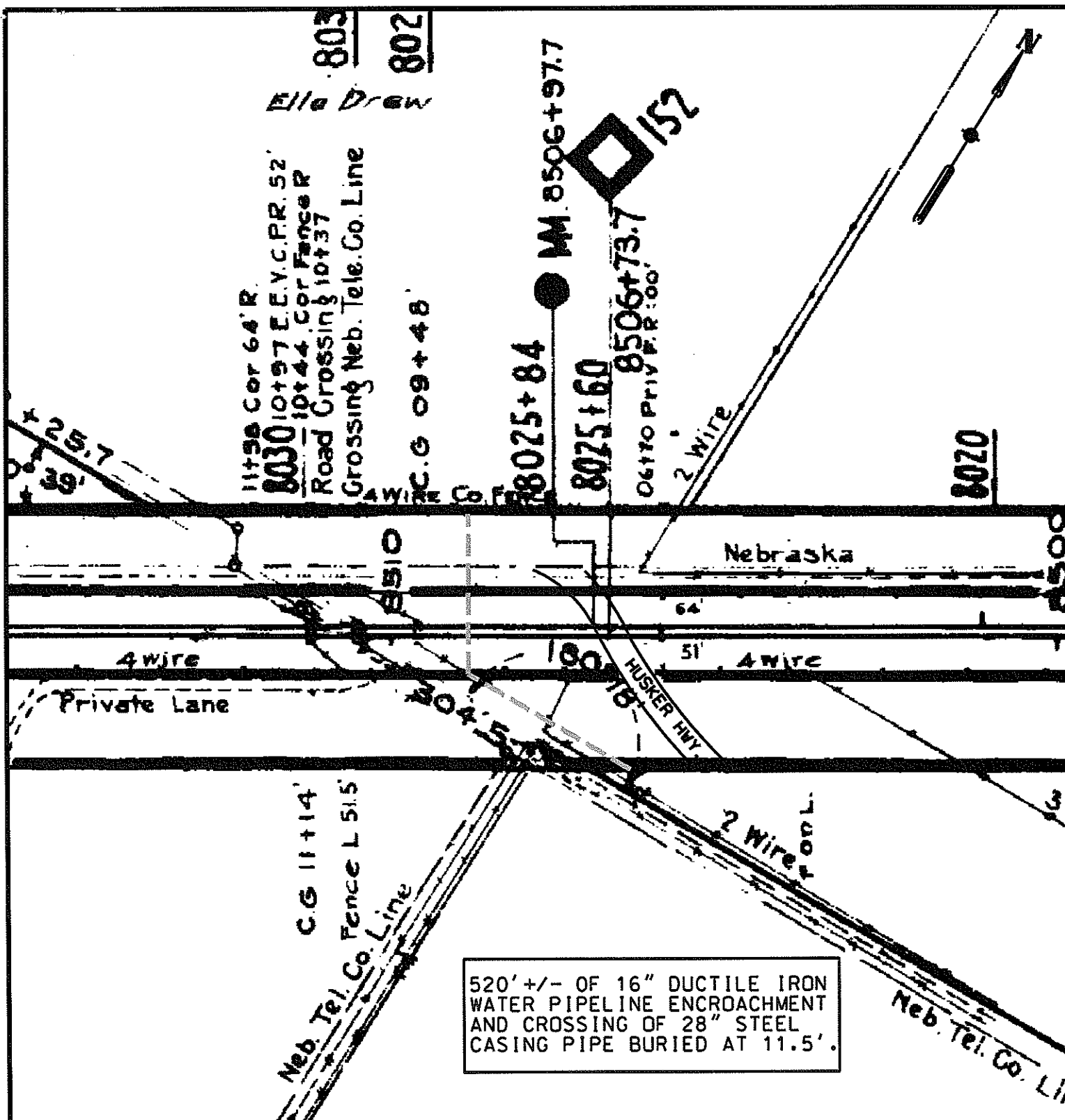
CITY OF GRAND ISLAND

By: _____
Manager

By: _____

Name Printed: _____

Title: _____



LEGEND:

[illegible]

UPRRCO, R/W OUTLINED..... -----

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GRAND ISLAND, HALL COUNTY, NE

M.P. 152.04 - KEARNEY SUB.

TO ACCOMPANY AGREEMENT WITH
CITY OF GRAND ISLAND

UP NE V-4 / 1
SCALE: 1" = 400'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 7-17-2009

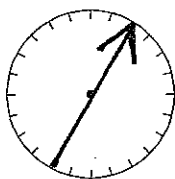
NLP FILE: 2559-46

CADD FILENAME	0255946.dgn
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SCAN FILE NAME	c:/work/ne04001-2559-46.cit
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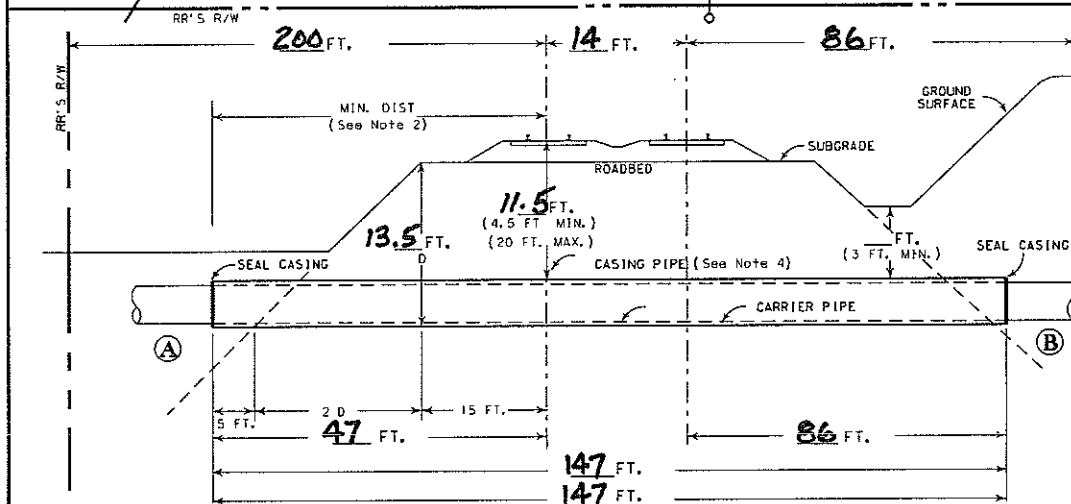
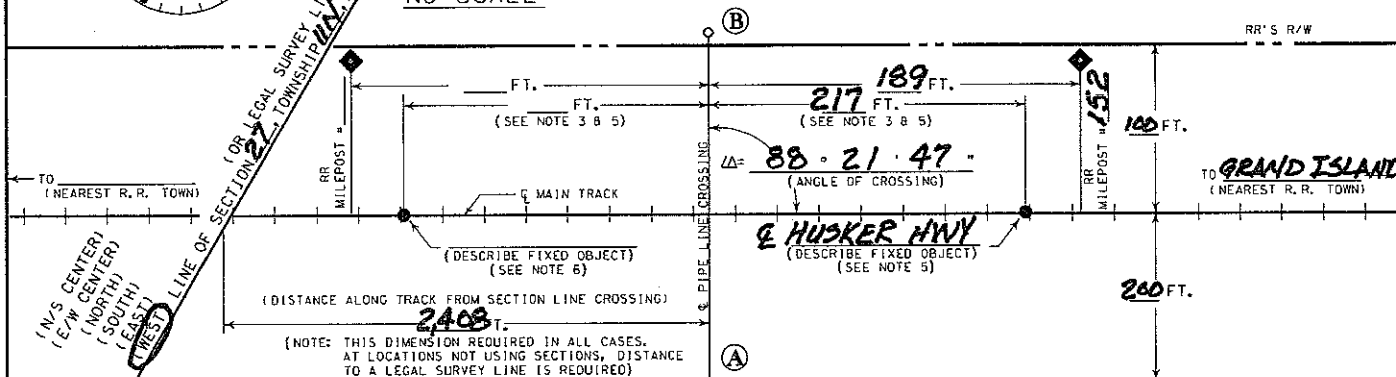
PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



ENCASED NON-FLAMMABLE PIPELINE CROSSING

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

NO SCALE



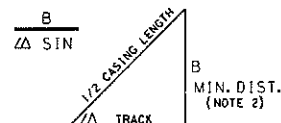
STEEL CASING WALL THICKNESS CHART

MINIMUM THICKNESS	DIAMETER OF CASING PIPE
2500"	1/4" 12" OR LESS
3125"	5/16" OVER 12"-18"
3750"	3/8" OVER 18"-22"
4375"	7/16" OVER 22"-28"
5000"	1/2" OVER 28"-34"
5625"	9/16" OVER 34"-42"
6250"	5/8" OVER 42"-48"

OVER 48" MUST BE
APPROVED BY R.R. CO.

NOTE: THIS CHART IS ONLY
FOR SMOOTH STEEL CASING
PIPES WITH MINIMUM YIELD
STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING
LENGTH WITH ANGLE OF
CROSSING OTHER THAN 90°



NOTES :

- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM $\frac{1}{2}$ OF TRACK.
- CASING TO EXTEND BEYOND THE $\frac{1}{2}$ OF TRACK AT RIGHT ANGLES THE GREATER OF $2D + 20$ FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
- MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, $\frac{1}{2}$ OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
- SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
- ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; $\frac{1}{2}$ OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
- CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

- A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? ☒ YES; ☐ NO;
B) IF YES, NAME OF STREET HUSKER HWY
C) DISTRIBUTION LINE ☒ OR TRANSMISSION LINE ☐
D) CARRIER PIPE :
COMMODITY TO BE CONVEYED POTABLE WATER
OPERATING PRESSURE 70 PSI
WALL THICKNESS 0.34" ; DIAMETER 16" ; MATERIAL DUCTILE IRON
E) CASING PIPE :
WALL THICKNESS 0.50" ; DIAMETER 28" ; MATERIAL STEEL ;
NOTE : CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
☒ DRY BORE AND JACK (WET BORE NOT PERMITTED) ;
TUNNEL ; OTHER ☐
G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? ☒ YES; ☐ NO;
H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING, AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 47 (30' MIN.)
I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ☒ DOES ; ☐ DOES NOT ; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20090424019

EXHIBIT "A"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Kearney

(SUBDIVISION)

M. P. 152.04 E. S. 8027+49+

ENCASED Pipeline CROSSING AT
Grand Island Hall NE

(NEAREST CITY)

(COUNTY)

(STATE)

City of Grand Island

(APPLICANT)

RR FILE NO. 2559-46 DATE 5-15-09

WARNING

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

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for

the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

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

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

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

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in

business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as

compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

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

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS WHICH IS DUE TO OR ARISES FROM:**
- 1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;**
 - 2. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM; OR**
 - 3. LICENSEE'S BREACH OF THIS AGREEMENT, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.**

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

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

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

EXHIBIT C

Union Pacific Railroad Insurance Requirements

Licensee shall, at its sole cost and expense, (except for Railroad Protective Liability Insurance required in Paragraph D), procure and maintain in effect during the term of this Agreement the following insurance coverage. Licensee shall procure and maintain, or cause to be procured and maintained by its contractor, at its sole cost and expense, Railroad Protective Liability Insurance coverage described in Paragraph D during any period of construction, maintenance, repair or reconstruction work.

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Licensee's and/or Licensee's contractor's statutory liability under the workers' compensation laws of the state where the Utility/Facility is located.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee, and/or Licensee's contractor, is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S.

Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability insurance. Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Licensors before the work may be commenced and until the original policy is forwarded to Licensors.

E. Umbrella or Excess insurance. If Licensee, and/or Licensee's contractor, utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Licensors as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensors as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensors' negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

I. Prior to commencing any work, Licensee, and/or Licensee's contractor, shall furnish Licensors with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensors or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state in which the Utility is located.

K. The fact that insurance is obtained by Licensee, and/or Licensee's contractor, or by Licensors on behalf of Licensee, and/or Licensee's contractor, will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensors from Licensee or any third party will not be limited by the amount of

the required insurance coverage.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**
(\$2,000,000 per occurrence/\$6,000,000 aggregate)

Application forms for inclusion in Union Pacific Railroad's Blanket Railroad Protective Liability Insurance Policy may be obtained by accessing the following website (includes premiums as well):

www.uprr.com/reus/rrinsure/insurovr.shtml

If you have questions regarding railroad protective liability insurance (i.e. premium quotes, application) please contact the Marsh USA Service Team, Bill Smith or Cindy Long at:

Phone: (800) 729-7001

Fax: (816) 556-4362

Email: william.j.smith@marsh.com

Email: cindy.long@marsh.com

***PLEASE NOTE** - The RPLI application and premium check should be sent directly to Marsh, USA at the address shown below - do NOT send your check and application via overnight air, as the P.O. Box will NOT accept overnight deliveries.

If you are in a situation where you require a RUSH, please contact Bill Smith or Cindy Long and they will do their best to accommodate your needs. All checks written to Marsh, USA should reference Union Pacific Railroad in the "Memo" section of the check.

Send Checks and Applications to the following "NEW" address:

Marsh USA
NW 8622
PO Box 1450
Minneapolis, MN 55485-8622

Railroad Protective Liability Insurance - For Projects Under \$10,000,000 and do not exceed 12 months

Overview

When working within Union Pacific Railroad's right of way, your company will be required to obtain Railroad Protective Liability Insurance for the project.

For RPLI application requests, you may be asked by your insurance carrier to provide train movement information. Due to the circumstances of September 11, 2001, for security and safety reasons, Union Pacific Railroad employees no longer supply train information to parties outside the Railroad. The major insurance companies are aware of this situation.

Obtaining this insurance for smaller projects can be a time-consuming and costly purchase for the contractor. With the Railroad Protective Liability Program made available by Union Pacific through a national broker, your company may save both time and money. In as little time as it takes to complete a single-page application and send a check, the Railroad Protective Liability coverage is in place. We consider this program a time saver in obtaining Railroad Protective Liability insurance.

***PLEASE READ** - there have been some modifications/enhancements to this site and the Railroad Protective Liability Application.

- If you are utilizing an old application, please begin to use the most updated version to ensure your request is fulfilled accurately and promptly.
- The Railroad Protective Liability Program does NOT cover new bridge construction, structural repair to bridges, widening of bridges and bridge demolition. Coverage for bridge construction must be obtained from your insurance agent/broker.

Current Rate Schedule

Section A

Installation of overhead wire and underground wire or pipe.

TRAVERSE INSTALLATIONS

Overhead	Underground	Open Cut
\$1,600	\$1,800	\$1,480

Section B

LONGITUDINAL (PARALLEL) INSTALLATIONS

Length (in feet)	Overhead	Underground
0 - 250	\$1,600	\$1,800

MARSH

APPLICATION FORM RAILROAD PROTECTIVE LIABILITY INSURANCE

COPY

DO NOT submit unless all mandatory (*) fields are complete.

1. *Name of Union Pacific Representative
Telephone Number E-Mail Address
2. *UPRR Contract Folder Number #####-##

Note: Separate applications must be completed for each folder assigned

3. Description of Project (example: horizontal bore / pipeline)
4. Please Complete Either Section A OR Section B OR Section C Below:

Section A. Traverse Installation

If Project is Traverse Installation

Section B. Longitudinal (Parallel) Installation

Overhead or Underground, use the drop down arrow to select the linear feet.

Overhead Underground

Section C. Other Construction Project - Total project cost cannot exceed \$10,000,000

Please choose a project description from the drop down box before printing application.

Please Describe Project

Project Cost Within 50'RR Property \$

Total Project Value

5. *Job Location (Nearest City, State)
6. Estimated Start and End Date of Work Within RR Right-of-Way Begin End
7. Name on Certificate of Insurance (Contractor completing the project)

Mailing Address City, State, ZIP

Phone # Fax # E-Mail

8. Name of Involved Governmental Authority or General Contractor

9. Cost of Railroad Protective Liability Coverage for this Project:
ONLY enter amount from A **OR** B **OR** C above. **THIS IS YOUR TOTAL PREMIUM**

***THIS COVERAGE WILL NOT BEGIN UNTIL BOTH ITEMS BELOW ARE RECEIVED BY MARSH USA**

1. A Check Payable in the amount quoted in Item #9 above
Payable to: MARSH, USA
NW 8622, PO Box 1450
Minneapolis, MN 55485-8622
2. This completed and signed application

Applicant Signature Robert H. Smith Applicant Phone Date

Please Print Applicant's Name Robert H. Smith

UPRRPLI.v.07162007

RESOLUTION 2009-190

WHEREAS, the construction of Water Main Project 2009-W-3 will require crossing the Union Pacific railroad tracks at Husker Highway on the west side of Grand Island; and

WHEREAS, the Union Pacific Railroad requires a Pipeline Crossing Agreement to be entered into for persons crossing its property for such purposes with a one-time lease payment of \$10,606.00; and

WHEREAS, the Union Pacific Railroad requires Protective Liability Insurance, and the premium for the required insurance coverage is \$1,800.00; and

WHEREAS, a one-time payment of \$12,406.00 to the railroad is required for use of its property and for Protective Liability Insurance for this project; and

WHEREAS, the City Attorney's office has reviewed the proposed Pipeline Crossing Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Pipeline Crossing Agreement, by and between the City and the Union Pacific Railroad Company and the Railroad Protective Liability Insurance, for use of its property for the construction and maintenance of Water Main Project 2009-W-3, are hereby approved; and the Mayor is hereby authorized to sign such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 5, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item G8

#2009-191 - Approving Bid Award for One (1) 10" Raw Sewage Pump for the Wastewater Division of the Public Works Department

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 11, 2009

Subject: Approving Bid Award for One (1) 10" Raw Sewage Pump for the Wastewater Division of the Public Works Department

Item #'s: G-8

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

Background

On July 9, 2009 the Wastewater Division of the Public Works Department advertised for bids for one (1) 10" raw sewage pump. The pump replaces one of the original pumps that was installed in the main pump building in 1965.

Discussion

Three (3) bids were received and opened on July 16, 2009. The Wastewater Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Price</i>
Bert Gurney & Associates, Omaha, NE	Noted	\$29,095.00
Global Treatment Systems, Grand Island, NE	Noted	\$33,830.05
Electric Pump, Inc., Des Moines, IA	Noted	\$34,983.00

The bids submitted by each vendor noted exceptions, however all are deemed to be acceptable. The only exception by Bert Gurney was that the drive shaft would have to be extended because the pump height does not exactly match the original pump. The bids submitted by Bert Gurney and Global Treatment Systems both included the exception on the pump shaft. The work by the City to lengthen the pump shaft is estimated at less than \$1,000.

Sufficient funds are available in account no. 53030051.85325 for the purchase.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the bid award to Bert Gurney & Associates of Omaha, Nebraska in the amount of \$29,095.00.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 16, 2009 at 11:00 a.m.
FOR: (1) 10" Raw Sewage Pump
DEPARTMENT: Public Works
ESTIMATE: \$30,000.00
FUND/ACCOUNT: 53030051-85325
PUBLICATION DATE: July 9, 2009
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Electric Pump, Inc.</u> Des Moines, IA	<u>Global Treatment Systems</u> Grand Island, NE
Exceptions:	Noted	Noted
Bid Price:	\$34,983.00	\$33,830.05

Bidder:	<u>Bert Gurney & Associates</u> Omaha, NE
Exceptions:	Noted
Bid Price:	\$29,095.00

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

Catrina DeLosh, PW Admin. Assist.
Wes Nespor, Purchasing Agent
John Rundle, Maintenance Supervisor

P1351

RESOLUTION 2009-191

WHEREAS, the City of Grand Island invited sealed bids for one (1) 10" raw sewage pump for the Wastewater Division of the Public Works Department, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on July 16, 2009 bids were received, opened and reviewed; and

WHEREAS, Bert Gurney & Associates of Omaha, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$29,095.00; and

WHEREAS, Bert Gurney & Associates' bid is less than the estimate for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Bert Gurney & Associates of Omaha, Nebraska in the amount of \$29,095.00 for one (1) 10" raw sewage pump is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item G9

**#2009-192 - Approving Contract with IES Industrial, Inc. for
Project WW050 Replacement SCADA System for Waste Water
Treatment Plant, City of Grand Island**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 11, 2009

Subject: Approving award of contract on project WW050 for Replacement SCADA System at the Waste Water Treatment Plant

Item #'s: G-9

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

Background

The City Council approved an agreement with Huffman Engineering, Inc. of Lincoln, Nebraska on June 24, 2008 for professional consulting engineering services on the SCADA System for the Waste Water Treatment Plant. SCADA stands for Supervisory Control And Data Acquisition. It is the industrial control system with computers that monitor and control the waste water treatment process.

Design work was completed with plans and specifications approved by the City in June of 2009. The advertisement to bidders for the project was published in the Grand Island Daily Independent on June 30, 2009.

Discussion

Two (2) bids were received on July 22, 2009 and reviewed by Waste Water and Engineering Staff in the Public Works Department and also by the Assistant City Attorney as the Procurement Agent for the City.

BIDDER	IES INDUSTRIAL	MIDDLETON ELECTRIC
LUMP SUM	\$379,890	\$450,900
ALTERNATE A (ADD) HMI System Server computers, HMI System Database Computers, LCD Flat Panel Monitors, Computer Accessories, and Spare Computers Per Specification Section 13502	\$16,429	\$16,890
ALTERNATE B (ADD) Programming/Development Laptop Computer per Specification Section 13502	\$ 1,209	\$ 1,205
ALTERNATE C (ADD) HMI Software, PLC Programming Software, Alarming Software and Modems per Specification Sections 13502 and 13500	\$36,241	\$38,560
TOTALS	\$433,769	\$507,555
EXCEPTIONS	Noted ¹	None

Footnote (1)

1. Price includes the Specter Instruments Dilaogic card for the WIN-911-TEP-HB, this item is not shown in specification section 13502 2.9

2. Price does not include tax on material.

IES Industrial submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein.

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 approve and execute the contract with IES Industrial, Inc. of Grand Island, Nebraska on behalf of the City of Grand Island.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

Public Works Administration recommends that the Council approve a Resolution to award the contract with IES Industrial, Inc. of Grand Island, Nebraska and authorize the mayor to sign the contract for the base bid plus all of the add alternatives.

Sample Motion

Motion to award the contract to IES Industrial, Inc. of Grand Island, Nebraska.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Wes Nespor, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 22, 2009 at 11:00 a.m.

FOR: Replacement SCADA System, Project WW050

DEPARTMENT: Public Works

ESTIMATE: \$600,000.00

FUND/ACCOUNT: 53030054-85213-53008

PUBLICATION DATE: June 30, 2009

NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	IES Industrial	Middleton Electric Inc
	Grand Island, NE	Grand Island, NE
Bid Security:	Bond	Bond
Exceptions:	Noted	None
Bid Price:	\$379,890	\$450,900
Alternate A	\$16,429	\$16,890
Alternate B	\$1,209	\$1,205
Alternate C	\$36,241	\$38,560

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

Catrina DeLosh, PW Admin. Assist.
Wes Nespor, Purchasing Agent
Roger Scott, Projects Engineer

P1348

RESOLUTION 2009-192

WHEREAS, Advertisement to Bidders for Project WW050 Replacement SCADA System for City of Grand Island, Wastewater Division was published in the Grand Island Daily Independent on June 30, 2009; and

WHEREAS, the City of Grand Island invited sealed bids for the furnishing of materials and services for the Project WW050 Replacement SCADA System, according to plans and specifications on file with the City Clerk; and

WHEREAS, on July 22, 2009, bids were received, opened and reviewed; and

WHEREAS, IES Industrial, Inc., of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the lump sum bid price for base bid in the amount of \$379,890.00; plus Alternate A HMI System Server Computers, HMI System Database Computers, LCD Flat Panel Monitors, Computer Accessories, and Spare Computers in the amount of \$16,429.00, Alternate B Programming/Development Laptop computer in the amount of \$1,209.00 and Alternate C HMI Software, PLC Programming Software, Alarming Software and Modems in the amount of \$36,241.00 for a total bid amount of \$433,769.00; and

WHEREAS, the sum of the low bids for project is below the estimate of such project; and

WHEREAS, such Bid is reasonable and acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of IES Industrial, Inc. of Grand Island, Nebraska, in the amount of \$433,769.00 for furnishing materials and services for WW050 Replacement SCADA System is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form
June 22, 2006

City Attorney



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item G10

#2009-193 - Approving Renewal of Contract for Employee Assistance Program (EAP) Services

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 11, 2009

Subject: EAP Contract

Item #'s: G-10

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island has provided its employees with an Employee Assistance Program (EAP) benefit for the past twelve years. This benefit is designed to provide employees with mental health or substance abuse counseling by qualified mental health professionals. The services provided assist employees with matters of a personal nature. The City has also benefited from management training and in-house employee training on various issues dealing with things like sexual harassment, parenting, stress management, budgeting, etc. The City currently has a contract with Family Resources of Greater Nebraska that will expire this fiscal year.

Discussion

The City and its employees have enjoyed a professional relationship with Family Resources over the past few years. The contract extension submitted by Family Resources provides the best overall package to meet the needs of both the City and its employees. The contract will be extended with no changes in price or benefits.

By extending this contract for one more year, it allows the City to stagger the contract dates of its various benefits allowing more time to better analyze benefit options and costs.

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 one year contract extension for EAP services with Family Resources of Greater Nebraska.

Sample Motion

Move to approve a one year contract extension with for EAP services with Family Resources of Greater Nebraska.

FAMILY RESOURCES OF GREATER NEBRASKA PC

July 21, 2009

As requested by the Office of Human Resources for the City of Grand Island, EAP services are being renewed for one year, as outlined on page 3 of the current EAP contract. Services will remain consistent with those listed in the current contract and the cost will remain at the same yearly rate of \$14,475.00, billed on a quarterly basis.

The contract will renew on October 1, 2009 and conclude on September 30, 2010.

In Witness Whereof, the parties have executed this one year renewal agreement on:
_____, 2009.

City of Grand Island

Mayor

Attest:

City Clerk

Family Resources of Greater Nebraska PC

Deanne Larson Emerson
President

Approved as to Form:

Sam Anderson
City Attorney

Resolution #: _____

3532 West Capital Avenue
P.O. Box 5858
Grand Island, NE 68802-5858

Phone: 308 381-7487
Fax: 308 381-2712
Email: judy@family-resources.net

RESOLUTION 2009-193

WHEREAS, the City of Grand Island has had a contract with Family Resources of Greater Nebraska to provide an Employee Assistance Program; and

WHEREAS, the contract states the City of Grand Island and Family Resources of Greater Nebraska has the ability to extend the contract if mutually agreeable; and

WHEREAS, Family Resources of Greater Nebraska and the City of Grand Island have mutually agreed to a one year extension of the contract contained therein at a cost of \$14,475.00; and

WHEREAS, the proposed contract extension with Family Resources of Greater Nebraska for such services has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposed contract extension of Family Resources of Greater Nebraska, for an Employee Assistance Program at an annual cost of \$14,475.00 for a one year period is hereby approved.

BE IT FURTHER RESOLVED, that one-year agreement between the City and such contractor be entered into for such project; 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, August 11, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2009	☐ City Attorney



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item J1

Approving Payment of Claims for the Period of July 29 2009 through August 11, 2009

The Claims for the period of July 29, 2009 through August 11, 2009 for a total amount of \$2,525,406.60. A MOTION is in order.

Staff Contact: Mary Lou Brown



City of Grand Island

Tuesday, August 11, 2009

Council Session

Item J2

Approving Payment of Claims for the Period of July 29, 2009 through August 11, 2009 for State Fair Recreation Building

The Claims for the Recreational Building for the following requisitions.

#2 \$13,700.00

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 002

The City of Grand Island, Nebraska, as lessee (the "Lessee") under that Lease-Purchase Agreement dated as of July 1, 2009 (the "Lease") between Lessee and Wells Fargo Brokerage Services, LLC, (the "Lessor"), hereby requests Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of July 1, 2009 (the "Escrow Agreement") among the Escrow Agent, the Lessor and the Lessee, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Dorsey & Whitney LLP	P.O. Box 1680 Minneapolis, MN 55480-1680	\$13,700.00	Legal fees related to construction of a recreational facility on the Fonner Park campus

..In connection therewith, the undersigned officer of the Lessee hereby certifies as follows:

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.

2. The payments to be made to the payees set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.

3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease.

4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

5. *Please indicate if this Payment Request relates to the final disbursement from the Escrow Fund: Yes No .*

If this Payment Request relates to the final disbursement from the Escrow Fund, the Lessee and the Lessor hereby instruct Escrow Agent to disburse to Lessor the remaining moneys held in the Escrow Fund to be applied to make a partial prepayment on the Rental Payments as set forth in the Lease.

6. *Please indicate if this Payment Request reimburses Lessee for any payment or payments previously made by Lessee: Yes No .*

If this Payment Request requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after May 1, 2009.

7. *Lessee attaches hereto the following items:*

(a) *invoices and/or bills of sale and/or contractor's payment certifications* relating to the Project and, if such invoices have been paid by Lessee, evidence of payment thereof;

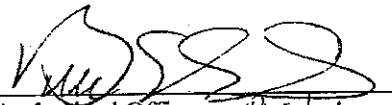
(b) *an insurance certificate* showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Lou Brown
Title: Finance Director
Date: 8/6/09

REQUEST APPROVED BY WELLS FARGO BANK, NATIONAL ASSOCIATION (Grand Island Branch, as assignee)


Authorized Officer Mr. St. John

Attachments: 1. Invoices/Certificates for Payment
2. Insurance Certificate (if not previously provided)



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Grand Island
100 East First Street
Grand Island, Nebraska 68801

July 15, 2009
Invoice No. 1588543

Client-Matter No: 375934-00207

For Legal Services Rendered Through July 1, 2009

For all legal services rendered and disbursements incurred as counsel to Wells Fargo in connection with the \$5,000,000 municipal lease financing for the City of Grand Island, Nebraska, to finance the construction of a recreational facility on the Fonner Park campus

Total for Legal Fees \$13,700.00

Total This Invoice \$13,700.00

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE