
City of Grand Island



Tuesday, September 11, 2012
Council Session Packet

City Council:

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

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 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 - Pastor Todd Bowen, Grace Covenant Church, 418 West 12th Street

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.



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item C1

Presentation of the “Mayor’s Builder Award” to the Patriot Guard

Since so many great efforts occur in our community and many unnoticed, it's important to recognize efforts that build a stronger Grand Island.

As Mayor, the City will recognize those efforts with a "Mayor's Builder Award" Recognition and appearance before council and the people of Grand Island.

The second Builders' Award will go to the Patriot Guard. The Patriot Guard are motorcycle riders who attend the funeral services of fallen American heroes. Their mission is to show respect for our fallen heroes, their families, and their communities and to shield the mourning family and their friends from interruptions created by any protestor or group of protestors... patriotism to all who serve and sacrifice.

The Patriot Guard...will be recognized as a Builder of a Better Grand Island.

Staff Contact: Mayor Jay Vavricek

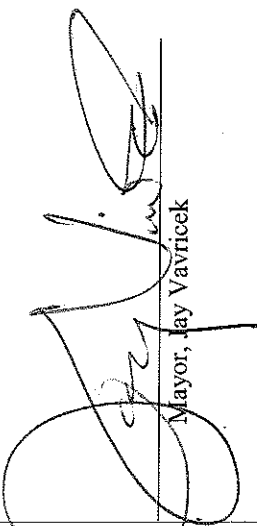


Mayor's Builder Award

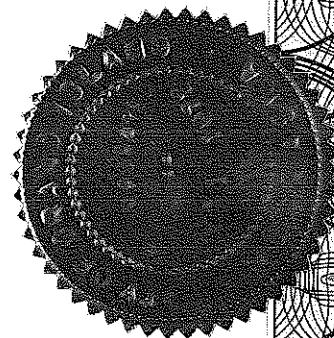
Awarded to the

“Patriot Guard”

for outstanding work in the community of the City of Grand Island and a
Builder of a Better Grand Island.



Mayor, Jay Vavricek



City Clerk, RaNaee Edwards



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item D1

#2012-BE-2 – Consideration of Determining Benefits for Business Improvement District #6, Second Street

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 11, 2012

Subject: Determining Benefits for Business Improvement District No. 6, Second Street and Approving the Assessments

Item #'s: D-1 & F-3

Presenter(s): Jaye Monter, Finance Director

Background

On August 26, 2008, the City Council adopted Resolution 2008-220, creating Business Improvement District No. 6, Second Street. The 2012-2013 Budget provides for special assessments in the amount of \$4.50 per front footage for a total of \$32,149.61 for the 7,144 front footage.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the amendment to the benefits of Business Improvement District No. 6 and related assessments.

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Business Improvement District No. 6 as presented.

Ordinance: Move to approve the assessments as provided for in the related Ordinance.

RESOLUTION 2012-BE-2

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 6, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$32,149.61; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Business Improvement District No. 6, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Library Board Of Grand Island	Arnold & Abbott's Add To The City Of Grand Island All Lts 1-2-3-4 & Pt Lts 5-6-7-8 Blk 17 & Pt Vacated Washington St	-
J.J.A. Holdings LLC	Arnold & Abbott's Add Lt 5 xc State Blk 18	300.29
J.J.A. Holdings LLC	Arnold & Abbott's Add Lts 6-7-8 xc State Blk 18	890.82
JBWS Property Group Llc	Arnold & Abbott's Add Lt 2 xc State Row Blk 20 (Comp Railroad Add)	298.53
Staab Real Estate LLC	Arnold & Abbott's Add E 60' Lt 3 xc State Row Blk 20 (Comp Fr Lt 4 CO Sub 16-11-9)	267.84
Staab Real Estate LLC	Arnold & Abbott's Add W 6' Lt 3 & All Lt 4 xc State Row Blk 20 (Comp Fr Lt 4 C\Oo Sub 16-11-9)	327.29
1203 Partnership	Arnold Place Lt 1 xc State Row & All 2 Blk 3	593.28
Grand Island Womans Club Inc	Arnold Place Add To The City Of Grand Island Lts 1 & 2 xc State Blk 4	-
Apfel Funeral Home Inc	Arnold Place Lts 3-4 xc State & All Lt 5 & W 1/3 Lt 6 Blk 4	594.45
Waind Properties LLC	Baker's Add Pt W 1/2 Lt 7 & Pt Lt 6 Blk 10	365.18
Watkins/David H & Marilyn E	Baker's Add Pt E 1/2 Lt 7 Blk 10	113.00
Watkins/David H & Marilyn E	Baker's Add Pt Lt 8 Blk 10	236.52
Watkins/David H & Marilyn E	Baker's Add Pt Lt 9 Blk 10	231.66
Hogeland/Andy A	Baker's Add N 128.84' Lt 10 Blk 10	243.90

Approved as to Form	September 7, 2012	City Attorney
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RESOLUTION 2012-BE-2

RSI Inc	Baker's Add Lts 1-2-3-4-5-8-9-10 & E 1/2 Lt 7 & 8' Strip Adj S xc State Blk 11	824.90
Elm Real Estate L C	Baker's Add Lt 6 & W 1/2 Lt 7 xc State Blk 11	362.88
Victoria Land Partners LP	Baker's Add Lts 5-6-7-8-9 xc State Blk 12	1,188.59
Saycocie/Meme	Baker's Add N 90.5' Lt 1 xc State Blk 14	243.18
Royle/Tina M	Baker's Add Lt 2 xc State Blk 14	233.87
Samson Trustee/Kelly	Baker's Add Lt 3 xc State Blk 14	233.60
J & B Rentals LLC	Baker's Add Lt 4 xc State Blk 14	231.66
Shuman/Rebecca R	Baker's Add N 1/2 Lt 5 xc State Blk 14	243.90
Sinclair Marketing Inc A Del Corp	Baker's Add Lts 1-2-3 Blk 15 Ex State	709.43
Clark/Robert V & Bonnie	Baker's Add Lt 4 xc State Blk 15	231.66
Daffodil LLC	Baker's Add Lt 5 xc State Blk 15	243.90
Daffodil LLC	Baker's Add Lts 1-2-3-4-5 xc City Blk 16	1,185.39
Gosda Car Wash LLC	Baker's Add Lts 1, 2 & 3 Blk 17~	709.83
Leaman/Michael & Ralisa	Baker's Add Lts 4 & 5 Blk 17	476.24
Albright/Cleo E	Kernohan & Decker's Add W 20' Of Lt 6 & All Lt 5 xc State Row Blk 10	387.00
Casey's Retail Co	Kernohan & Decker's Add All Lts 7 & 8 & E 46' Of Lt 6 xc State Row B~Lk 10 (Comp Pt Lts 7 & 8 Blk 4 Spaulding & Gregg'S)~	801.27
Grand Island Properties	Kernohan & Decker's Add N 1/2 Of Lt 1 & All Lts 2, 3, 4, 5, 6, & 7 & Pt Vac Alley & Pt Vac St xc S 10' To City Blk 11	1,067.04
Folsom/John D & Sallie S	Kernohan & Decker's Add Lt 8 xc Row Blk 11	296.28
Grand Island Properties	Kernohan & Decker's Add xc City All Blk 12 & W 40' Of Vac Mo xc State	1,370.16
NASAN LLC	Kernohan & Decker's Add All Lts 1-2-3-4 & Pt Lts 5- 6 & 7 & Pt Vac Alley Blk 13	888.62
Five Points Bank	Kernohan & Decker's Add Pt Lt 8 Pt Vac Alley Blk 13	297.68

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Johnson/Merleen	Kernohan & Decker's Add W 26' Lt 7 & E 33' Lt 6 Ex State Blk 14	265.50
Real Estate Group Of Grand Island	Kernohan & Decker's Add W 33' Lt 6 Blk 14 xc State (Comp Blk 51 Packer & Barr'S Second Add)	150.48
Johnson/Merleen	Kernohan & Decker's Add Lt 8 & E 40' Lt 7 xc State Row Blk 14	473.13
O'Conner Residential LLC	Kernohan & Decker's Add Fr Lts 1-2-3-4-7 & 8 xc State Row Blk 15 & Vac Alley (Comp Charles Wasmer's Add Fr Lts 2 Thru 4 & Lts 6 Thru 10 Blk 2 & Vac Alley)	1,183.82
Autozone Development Corp	Autozone Sub Lt 1 xc Row	718.52
Video Kingdom Of Grand Island Inc	Autozone Sub Lt 2 xc State Row	469.49
Walgreen Co An Illinois Corp	Kernohan & Decker's Add Lts 1 & 2 & E 10' Of Lt 3 & Pt Vac St xc State Blk 17	819.00
Walgreen Co An Illinois Corp	Kernohan & Decker's Add Lt 4 xc City & W 56' Lt 3 xc State Blk 17	551.97
Nebr Dist Council Of Assemblies Of God A Corp	Kernohan & Decker's Add Pt E 2/3 Lt 1 Blk 18	195.71
Nebr Dist Council Of Assemblies Of God A Corp	Kernohan & Decker's Add Pt Of Pt W 1/3 Of Lt 1 & Pt E 1/3 Of Lt 2 Blk 18	198.00
Walgreen Co An Illinois Corp	Kernohan & Decker's Add W 2/3 Lt 2 & All Lts 3 & 4 & Pt Vac St xc State Blk 18	972.00
Evans/Randy L	Kernohan & Decker's Add Fr Lts 3 & 4 xc State Row Blk 19 (Comp Blk 7 Spaulding & Gregg's Add & Comp Blk 19 Palmer'S Sub)	594.95
Real Estate Group Of Grand Island	Packer & Barr'a Second Add Lt 5 Blk 51 xc State (Comp Blk 14 Kernohan & Decker'a Add)_	295.83
State Of Ne HDQ State Patrol & Maintenance	Packer & Barr's Second Add To The City Of Grand Island Lts 5 & 6 Blk 52 (Comp Baker's Add)	-
State Of Nebr	Packer & Barr's Second Add To The City Of Grand Island Lts 7 & 8 Blk 52	-
Schaffer/David L & Frances F	Railroad Add Lt 5 Blk 114	300.29
Story/Mary	Railroad Add Lt 6 Blk 114	296.01
KTDDOUBLEMD LLC	Railroad Add Lt 8 Blk 114	296.37
High Road LLC	Railroad Add Lt 1 Blk 115	296.37
Orozco/Rafael B & Rita	Railroad Add Lt 2 Blk 115	298.08
Orozco/Rafael & Rita C	Railroad Add Lt 3 Blk 115	

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		296.37
Raile Properties, L.L.C.	Railroad Add Lt 4 Blk 115	
		294.17
Raile Properties, L.L.C.	Railroad Add Lts 1 & 2 Blk 117	
		594.45
Puncochar/Harlan R	Railroad Add E 1/2 Lt 3 Blk 117	
		144.41
C & A Properties LLC	Railroad Add W 1/2 Lt 3 Blk 117	
		151.97
Durham/Roberta K & Steven G	Railroad Add Lt 4 Blk 117	
		295.88
Overland National Bank	Railroad Add Lt 5 xc State & All Lts 6-7-8 Blk 118	
		1,190.52
JBWS Property Group LLC	Railroad Add Lt 1 Blk 120	
		248.49
City Of Grand Island	Spaulding & Gregg's Add To The City Of Grand Island Pt Lts 5-6-7-Fr 8 & Pt Vac Alley & W 1/2 Vac St Blk 2 (Comp Arnold Place Pt Fr Lt 8 Blk 2)	-
Degen Co A Partnership	Spaulding & Gregg's Add Lts 5-6-7 xc State Row Blk 3	
		890.82
GI Family Radio Enterprises LLC	Spaulding & Gregg's Add Lt 8 xc State Row Blk 3	
		300.29
1219 LLC	Spaulding & Gregg's Add Lts 3 & 4 xc State Row Blk 5 (Comp Arnold Place)	
		595.58
McDonald's Corp	Spaulding & Gregg's Add Lts 1-2-3-4 Blk 6 xc State Row	
		1,188.90
Evans/Randy L & Cynthia S	Spaulding & Gregg's Add Lts 1 & 2 xc State Row Blk 7	
		593.96
KTDDOUBLEMD LLC	Railroad Add S 88' Lot 7 Blk 114	
		298.44
Total Amount		32,149.61

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item D2

#2012-BE-3 – Consideration of Determining Benefits for Business Improvement District #7, South Locust from Stolley Park Road to Highway 34

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 11, 2012

Subject: Determining Benefits for Business Improvement District No. 7, South Locust Street, Hwy 34 to Stolley Park Road and Approving the Assessments

Item #'s: D-2 & F-4

Presenter(s): Jaye Monter, Finance Director

Background

On August 26, 2008, the City Council adopted Ordinance No. 9189 creating Business Improvement District No. 7, South Locust Street, Hwy 34 to Stolley Park Road. The 2012-2013 Budget, as approved by Council, provides for special assessments in the amount of \$4.88 per front footage for a total of \$47,891.03 for the 9,813 front footage.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Business Improvement District No. 7 and related assessments.

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Business Improvement District No. 7 as presented.

Ordinance: Move to approve the assessments as provided for in the related Ordinance.

RESOLUTION 2012-BE-3

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 7, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$47,891.03; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within such Business Improvement District No. 7, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Loney/Jerry L & Janet C	Burch Sub W 273' Lt 1 xc City	683.69
Casey's Retail Company	Burch Sub W 125' Lt 2-3-4 xc City	878.50
Williams/Michael S & Sandy S	Burch Sub Lt 5 xc City	584.23
Williams/Michael S & Sandra S	Burch Second Sub Lt 1 xc City	685.64
Eating Establishment/The	Runza Sub Lt 1 xc City	755.72
Shanahan/Bradley L	Holcomb's Highway Homes E 100' Lt 12 xc City & E 100' Lt 13 xc City	976.00
Hancock/Robert D	Holcomb's Highway Homes Lt 14 xc City	534.65
Hansen/Ryan & Darcy	Holcomb's Highway Homes Lt 15 xc City	529.19
Mueller/John G & Dianna D	Bartz Sub Lt 1	531.92
Mehring/Donald D	Shovlain Second Sub Lt 3	758.21
Wratten/Calvin J & Donna	Holcomb's Highway Homes S 52' Lt 19 & N 1' Lt 20	255.37
Video Kingdom Of Grand Island Inc	Holcomb's Highway Homes S 108' Lt 20 xc City	532.02
Kershner Properties, LLC	Holcomb's Highway Homes N 60' Lt 22 xc City	289.09
Douthit/Charles A	Holcomb's Highway Homes Lt 21 xc City	532.02
Da-Ly Properties LLC	Holcomb's Highway Homes N 12' Lt 24 xc City & S 98' Lt 23 xc City	536.80

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RESOLUTION 2012-BE-3

Kershner Properties, LLC	Holcomb's Highway Homes S 49' Lt 22 & N 11' Lt 23 xc City	292.80
Hernandez/Alina	Holcomb's Highway Homes S 97' Lt 24 xc City & N 38' Lt 26 xc City & All 25 xc City	1,190.43
Larsen/Marion D	Holcomb's Highway Homes N 79' Lt 27 xc City & S 71' Lt 26 xc City	732.29
Mccloud Super 8 Motel Inc	Matthews Sub Pt Lt 25 xc City	1,207.70
Lawrey/William E & Sandra L	Garrison Sub Lt 1 xc City	1,103.51
City Of Grand Island	Mil-Nic Second Sub To The City Of Grand Island Lt 1	-
Nebraska Mil-Nic	Mil-Nic Second Sub Lt 2	1,335.17
Paulsen And Sons Inc	Roush's Pleasantville Terrace Sub Lts 1 & 28 xc City & All Lts 2-3-26-27	976.29
Mehring/Donald D	Shovlain Second Sub Lt 2	585.70
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 1 200' X 400' xc City	973.17
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 2 200' X 400' xc City	976.20
Equitable Federal Savings	Woodland First Sub Lt 3 xc City	976.29
Oberg/Danny K	Woodland First Sub Lt 4 xc City	971.32
Wilhelmi/Darryl	Woodland First Sub Lt 5 xc City	976.29
Rasmussen Jr/Richard S	Woodland First Sub N 50' Of E 260' Lt 6 xc City	243.27
Pam's Rentals LLC	Woodland First Sub S 126' Of E 260' Lt 6 xc City	617.95
Alpha Corp	Woodland First Sub E 260' Lt 8 xc City	1,022.12
Stratford Plaza LLC	Woodland Second Sub Lt 11 xc City	2,650.43
Bosselman Inc	Woodland Second Sub Lt 8	728.78
Carpenter Real Estate Inc	Woodland Second Sub Lt 9	732.15
Laub-Otto, LLC	Woodland Second Sub Lt 10	775.38
Rasmussen Jr/Richard S	Woodland Third Sub Lt 1 xc N 25' Of E 260' xc City	365.61

RESOLUTION 2012-BE-3

Arp/Dale & Kathleen	Woodland Third Sub N 25' Of E 260' Lt 1 xc City & Lt 2 xc City	609.66
Mcdermott & Miller, P C	Woodridge South Sub Lt 1 xc City	1,232.30
Larsen/Marion D	Woodridge South Sub Lt 2 xc City	530.36
South Pointe Development LLC	South Pointe Sub Lt 1	1,197.41
Milton Motels LLC	Miscellaneous Tracts 27-11-9 Pt N 1/2 Sw 1/4 Sw 1/4 3.03 A	2,459.52
Platte Valley State Bank &	Equestrian Meadows Sub Lt 1	869.71
Community Redevelopment Authority	Desert Rose Sub Pt Lt 1 xc City	2,087.81
Robb/Theodore J	Miscellaneous Tracts 27-11-9 Pt Nw 1/4 Sw 1/4 xc City 5.08 Ac	1,639.73
Mik LLC	Miscellaneous Tracts 27-11-9 Pt Nw 1/4 Sw 1/4 Pt Lt 4 Island xc City 4.85 Ac	1,548.28
French/John L & Beth A	Knox Sub Lot 1 xc City	682.37
All Faiths Funeral Home LLC	Miscellaneous Tracts 27-11-9 Pt Nw 1/4 Nw 1/4 Sw 1/4 2.34 Ac	1,171.20
Pharmacy Properties LLC	Equestrian Meadows Sub Lt 2	707.55
Willis/Ronald J & Lori D	Miscellaneous Tracts 28-11-9 Pt Ne 1/4 Ne 1/4 xc City .445 Ac	488.00
Robb/Mason D	Knox Third Sub Lt 2 xc City	644.36
Robb/Ted	Knox Third Sub Lt 3 xc City	376.05
Oreilly Automotive Inc	Runza Sub Lt 2 xc City	759.52
Robb/Mason D	Knox Third Sub Lt 1 xc City	752.25
Faulkner/Mark A & Suzanne G	Equestrian Meadows Sub Lt 3	898.80
Milton Motels LLC	Vanosdall Sub Lt 1	394.11
Wayne Vanosdall Sanitation	Vanosdall Sub Lt 2	346.14
Total Amount		47,891.03

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RESOLUTION 2012-BE-3

Adopted by the City Council of the City of Grand Island, Nebraska, on September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item D3

#2012-BE-4 – Consideration of Determining Benefits for Business Improvement District #8, Downtown

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 11, 2012

Subject: Determining Benefits for Business Improvement District No.8, Downtown and Approving the Assessments

Item #'s: D-3 & F-5

Presenter(s): Jaye Monter, Finance Director

Background

On August 26, 2008, the City council adopted Ordinance No. 9180 that created Business Improvement District No. 8, Downtown. The 2012-2013 Budget provides for special assessments on land and real property in the District as of January 1, 2012 in the amount of \$.285952 per \$100 of real property. The total taxable value of \$31,399,886 provides for assessments of \$89,671.62.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance. The assessment for owner-occupied properties is originally based on 100% of the assessed value. City code section 13-95(C) states Council may lower the amount of assessment for owner-occupied properties. The Resolution and Ordinance (A), as prepared, as well as the taxable value and assessment amount above reduce the assessment to 70% for those properties where evidence has been presented that the property is owner-occupied. The following five individuals filed proper documentation with the Finance Department for the 30% eligible reduction.

October 1, 2012						
Letters from property owners of BID #8 requesting 30% reduction in Valuation.						
Parcel ID	Name	Address	Current Taxable Valuation	Reduced Taxable Valuation	100% Assessed amount	70% Assessed amount
400005107	Vincent A Moreno Sr.	522 W 2nd	30,913	21,639	88.40	61.88
400005247	Thomas & Lois Nielsen	301 W 3rd	136,494	95,546	390.31	273.22
400081075	Guadalupe & Pedro Fernandez	721 W 1st St	112,984	79,089	323.08	226.16
400143488	Robert A Cieloha	123 N Locust #506	39,371	27,559	112.58	78.81
400143836	Diana Whitehead	123 N Locust #1004	63,093	44,165	180.42	126.29
		Totals	382,855	267,998	1,094.79	766.36

Alternatives

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

1. Approve the benefits for the District and related assessments represented in Resolution and Ordinance (A) documents, 70%, \$89,671.62.
2. Approve the benefits for the District and related assessments represented in Resolution and Ordinance (B) documents, 100%, \$90,000.05
3. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Business Improvement District No. 8 and related assessments in Ordinance (A).

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Business Improvement District No. 8 as presented.

Ordinance: Move to approve the assessments as provided for in the related Ordinance (A).

RESOLUTION 2012-BE-4 (A)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 8, after due notice having been given thereof, that we find and adjudge:

1. The benefits accruing to the real estate in such Business Improvement District No. 8 is the total sum of \$89,671.62; and

2. According to the assessed value of the respective lots, tracts, and real estate within such Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	23.57
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	2,291.77
Windstream Nebraska, Inc	Centrally Assessed	-
Qwest Corporation	Centrally Assessed	2,746.70
At&T Communications	Centrally Assessed	70.30
Ne Colorado Cellular Inc	Centrally Assessed	9.38
Sprint Nextel Wireless	Centrally Assessed	124.76
USCOC Of Nebraska/Kansas Db	Centrally Assessed	606.03
City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	279.56
Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	67.14
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.25
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	541.49
City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-

Approved as to Form September 7, 2012	by _____ City Attorney
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R E S O L U T I O N 2012-BE-4 (A)

City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	445.65
Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	81.77
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	66.72
Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	77.04
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	61.50
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	370.91
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	297.91
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	290.02
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 Xc 15' X 15' X 15' Sold To City Blk 54	710.24
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	462.72
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	309.01
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	95.17
City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	356.94
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	48.36
Armstrong/Matthew E & Janelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	112.01
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	369.05
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	338.06
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	137.56
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	215.03
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	806.93

R E S O L U T I O N 2012-BE-4 (A)

T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	150.96
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	151.27
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	426.79
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	162.49
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.57
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.46
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.12
City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	263.42
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	428.55
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	310.00
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	353.04
Downtown Center LLC	Original Town Lt 8 Blk 56	2,811.61
City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	565.19
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
Jeo Building Company	Original Town Lt 7 Blk 57	888.51
Overland Building Corp	Original Town Lt 8 Blk 57	1,095.48
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	305.51
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	110.16
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,505.88
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	116.95
Stelk/Mark D	Jensen Sub Lt 1	146.20
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	

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R E S O L U T I O N 2012-BE-4 (A)

		226.08
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	
		305.41
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	
		97.24
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	
		98.16
Stelk/Mark D	Prensa Latina Sub Lt 4	
		304.32
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	
		376.84
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	
		355.64
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	
		18.05
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	
		163.41
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	
		171.99
Berta/Gary & Billie	Original Town Lt 5 Blk 59	
		243.52
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	
		173.90
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	
		173.00
Alexander Enterprises LLC	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	
		17.16
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	
		170.88
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	
		492.02
Ckp LLC	Original Town Lts 1 & 2 Blk 60	
		475.42
Ckp LLC	Original Town Lt 3 Blk 60	
		117.20
Business Properties	Original Town Lt 4 Blk 60	
		282.14
618 W 3Rd St LLC	Original Town Lts 5 & 6 Blk 60	
		696.20
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	
		535.72
Abjal LLC	Original Town Lts 1 & 2 Blk 61	
		748.31
Abjal LLC	Original Town Lts 3 & 4 Blk 61	
		684.95
Jones/Michael E & Joan M	Original Town Lt 5 Blk 61	
		666.29

R E S O L U T I O N 2012-BE-4 (A)

Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	765.59
Baasch/Richard H & Arlene M	Original Town S 44' Lt 1 Blk 62	184.30
Cedar Street Properties LLC	Original Town N 88' Lt 1 Blk 62	486.20
Cedar Street Properties LLC	Original Town Lt 2 Blk 62	275.92
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
Dmbg Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	147.05
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	61.88
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	247.75
Vogel Enterprises Ltd An Ia Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	59.80
Vogel Enterprises Ltd An Ia Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	357.95
Wardens & Vestrymen Of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,081.71
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	346.88
Masonic Templecraft Asso Of Gi	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	214.82
Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	379.67
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	226.16
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	143.81
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	184.54
Glade Inc	Original Town E 44' Lt 2 Blk 64	258.07
Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	

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R E S O L U T I O N 2012-BE-4 (A)

		196.30
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	179.37
Munoz/Juan A	Original Town W 2/3 Lt 3 Blk 64	
		159.84
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	
		847.79
City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Kissler/Vicki L	Original Town N 22' Lt 8 Blk 64	
		172.17
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	
		168.40
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	
		175.35
City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	
		206.79
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	
		158.43
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	
		149.34
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	
		234.55
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	
		154.75
Iglesia Evengelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	
		135.64
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	
		273.58
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	
		170.80
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	
		221.89
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	
		129.78
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	
		276.11
J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	
		84.60
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	
		161.97

R E S O L U T I O N 2012-BE-4 (A)

T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	157.01
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	48.06
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 Xc N 6' S 31.1' E 40' Lt 8 Blk 65	165.95
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	272.57
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	214.22
Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	628.43
Bodie/Ronald E	Original Town W 2/3 Lt 3 Xc W 17.5' Of S 44' Blk 66	242.97
Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	221.14
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	227.37
Vejvoda/J Gary	Original Town N 88' C 1/3 Lt 4 Blk 66	282.23
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	228.74
Anson Investment & Development	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	284.97
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	501.87
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	261.10
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	265.63
Procon Management Inc	Original Town Lt 8 Blk 66	3,006.85
City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	1,472.30
City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	Sv Sub Lt 1	1,735.41
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	132.38
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	249.37
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	

R E S O L U T I O N 2012-BE-4 (A)

		252.76
Plate/Tim C	Original Town Lt 8 Blk 68	
		229.92
Gulzow/William L	Original Town Lt 1 Blk 77	
		80.33
201 E 2Nd LLC	Original Town Lt 2 Blk 77	
		66.74
201 E 2Nd LLC	Original Town Lts 3 & 4 Blk 77	
		1,484.46
City Of Grand Island Ne	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	
		340.13
Equitable Bldg & Loan Assn Of Gi	Original Town Lt 2 Blk 79	
		101.54
Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	
		1,323.89
Equitable Bldg & Loan Assn Of Gi	Original Town N 26' 10.5 Lt 8 Blk 79	
		26.06
Equitable Bldg & Loan Assn Of G I	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	
		14.94
Equitable Bldg & Loan Assn Of G I	Original Town S 88' Lt 8 Blk 79	
		90.45
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	
		177.56
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	
		128.33
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	
		344.13
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	
		239.30
Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Chamber Of Commerce Of Gi Inc	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	
		152.53

R E S O L U T I O N 2012-BE-4 (A)

Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Reed/James S & Precious A	Original Town C 1/3 Lt 3 Blk 81	239.77
Krauss/Ronald C & Vada M	Original Town W 1/3 Lt 3 & All 4 Blk 81	455.43
Walnut Street Partnership	Original Town Lt 5 Blk 81	427.95
Walnut Street Partnership	Original Town Lt 6 Blk 81	173.87
Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	859.73
Wheeler St Partnership	Original Town N 1/3 Lt 8 Blk 81	243.00
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	82.00
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	283.71
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	82.00
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	178.36
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,682.38
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	380.72
Jomida Inc A Ne Corp	Original Town Lts 3 & 4 Blk 83	974.41
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	163.36
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	176.79
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	243.69
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	279.45
Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	130.57
Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	189.70
Park	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	486.14
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	182.88
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	

R E S O L U T I O N 2012-BE-4 (A)

		464.17
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	
		288.28
City Of G I	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	312.57
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
City Of G I	Original Town To The City Of Grand Island Lt 2 Xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	87.12
Schroeder/David T & Patricia A	Campbell's Sub W 75'4 Lts 1-2-3	270.56
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	162.06
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	232.24
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	212.55
Hill/David C	Campbell's Sub Lts 12 & 13	289.63
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-
Hall Co	Court House Add To The City Of Grand Island Lt 4	-
County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	287.30

R E S O L U T I O N 2012-BE-4 (A)

Campbell/Hunter A H & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1~	258.14
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~	222.73
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	123.90
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	487.64
Ummel Jr/Tommy L	Hann's Fifth Sub Lt 2	181.28
Mueller/Robert J	Hann's Fifth Sub Lt 1	117.44
Two Brothers Inc	Hann's 3Rd Add W 111' X 118' Blk 5	440.36
Rosales-Monzon/Carlos A	Hann's 3Rd Add N 52.5' Of E 91.9' Of Blk 5	237.68
Royle/Cecilia B	Hann's 3Rd Add E 56' Of W 174' Of Blk 5	158.80
Valenzuela/Linda L	Hann's 3Rd Add S 58.5' Of E 91.9' Of Blk 5	229.30
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	267.60
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	21.77
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	307.62
Carlson/Arvid C	Railroad Add Lt 2 Blk 98	112.42
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	154.87
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	169.44
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	90.45
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	165.11
Plate/Tim C	Railroad Add Lt 5 Blk 98	551.12
Plate/Tim C	Railroad Add Lt 6 Blk 98	242.92
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	222.12
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	439.11
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	115.88

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R E S O L U T I O N 2012-BE-4 (A)

Fox Family LLC	Railroad Add Lt 3 Blk 105	205.06
Lazendorf Holdings Limited Partnership	Railroad Add Lt 4 Blk 105	368.13
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 Xc City Blk 105	1,064.37
Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	362.14
C & S Group LLC	Railroad Add Lt 3 Blk 106	202.65
Fernandez/Guadalupe & Pedro	Railroad Add Lt 4 Blk 106	226.16
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	427.94
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	177.01
Brown/Joseph M & Lori Jean	Railroad Add S 2/3 Lt 5 Blk 107	186.18
Brown/Joseph M & Lori Jean	Railroad Add N 1/3 Lt 5 Blk 107	145.30
Fox/Charles E & Mary A	Railroad Add Lt 6 Blk 107	280.56
Fox/Charles E & Mary A	Railroad Add Lt 7 Xc N 60' Of E 22' & Xc E 29.54' Of S 71.50' Blk 107	205.68
Janda Dds Pc/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	305.99
Clinch/Barbara J	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	257.51
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	460.71
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	194.87
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	560.51
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	129.21
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	75.21
Lbe Family Limited Partnership	Railroad Add Lt 6 Blk 108	279.51
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	559.66
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	196.96
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	131.82
J & B Rentals, LLC	Railroad Add E 59.5' Lt 3 Blk 109	

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R E S O L U T I O N 2012-BE-4 (A)

		145.66
J & B Rentals, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	
		67.76
Mcshannon/Roger L & Sharon K	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	
		209.67
Lpb, LLC	Railroad Add Lts 7 & 8 Blk 109	
		651.62
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	
		-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	
		-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	
		-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	
		-
County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	
		-
County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	
		-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	152.42
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	159.18
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	143.11
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	206.95
Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	515.01
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	461.71
Devco Investment Corporation	The Yancy, A Condominium Unit 301	98.16
George/Mollie Jo	The Yancy, A Condominium Unit 302	71.29
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	101.40
Zins/William L	The Yancy, A Condominium Unit 304	93.43
Teng/Irene	The Yancy, A Condominium Unit 305	-
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	72.45
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 402	82.65
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 403	

R E S O L U T I O N 2012-BE-4 (A)

		79.36
Jones/Michael D	The Yancy, A Condominium Unit 404	
		131.24
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 405	
		79.75
Powers/Yolanda L	The Yancy, A Condominium Unit 406	
		112.50
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	123.51
Luce/Eric D	The Yancy, A Condominium Unit 501	
		104.66
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 502	
		84.95
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	
		79.42
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 504	
		100.22
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 505	
		79.81
Cieloha/Robert A	The Yancy, A Condominium Unit 506	
		78.81
Mowitz/Lynn	The Yancy, A Condominium Unit 507	
		127.29
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 601	
		73.17
Artvest III	The Yancy, A Condominium Unit 602	
		85.10
Shaw/Stephanie A	The Yancy, A Condominium Unit 603	
		114.02
Clyne/Thomas B	The Yancy, A Condominium Unit 604	
		91.87
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 605	
		79.89
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	
		79.03
Arp/Charmaine L	The Yancy, A Condominium Unit 607	
		119.40
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	
		80.00
Artvest Iii, A Ne General Partner	The Yancy, A Condominium Unit 702	
		85.21
Johnson/Margaret A	The Yancy, A Condominium Unit 703	
		79.65
Burtscher/Jan L	The Yancy, A Condominium Unit 704	
		131.53
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	
		87.87
Long/Clifton J	The Yancy, A Condominium Unit 706	
		78.80

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R E S O L U T I O N 2012-BE-4 (A)

Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 801	73.31
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	85.30
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	93.26
Chase/Charles D	The Yancy, A Condominium Unit 804	150.71
Alexander/Wendy L	The Yancy, A Condominium Unit 805	98.52
Nelson/Jack L	The Yancy, A Condominium Unit 806	85.74
Nissen/James F	The Yancy, A Condominium Unit 901	73.34
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	85.35
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	93.31
Atkins/Ann C	The Yancy, A Condominium Unit 904	137.57
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	98.58
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	140.03
Todd/Linda M	The Yancy, A Condominium Unit 1001	80.17
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	85.38
Gillam/Jeremy S & Jack L	The Yancy, A Condominium Unit 1003	93.37
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	126.29
Megard/Ruth E	The Yancy, A Condominium Unit 1005	99.79
Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Cooper/Charles A & Sandra J	The Yancy, A Condominium Unit 1101	80.29
Clare/Linda L	The Yancy, A Condominium Unit 1102	85.47
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Hill/Casey N	The Yancy, A Condominium Unit 1104	143.36
Boley/Loren E	The Yancy, A Condominium Unit 1105	99.93
Pierorazio/Daria A	The Yancy, A Condominium Unit 1106	

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R E S O L U T I O N 2012-BE-4 (A)

		147.26
Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	
		1,758.61
Artvest III	The Yancy, A Condominium Unit 002	
		10.97
Artvest III	The Yancy, A Condominium Unit 001	39.66
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	
		52.29
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	
		34.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	
		55.80
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	
		140.46
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	
		105.74
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	358.24
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	
		89.51
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	
		-
Grand Island/City Of	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	
		-
City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	88.00
Total Amount		89,671.62

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Adopted by the City Council of the City of Grand Island, Nebraska on September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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RESOLUTION 2012-BE-4 (B)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Business Improvement District No. 8, after due notice having been given thereof, that we find and adjudge:

1. The benefits accruing to the real estate in such Business Improvement District No. 8 is the total sum of \$90,000.05; and

2. According to the assessed value of the respective lots, tracts, and real estate within such Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	23.57
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	2,291.77
Windstream Nebraska, Inc	Centrally Assessed	-
Qwest Corporation	Centrally Assessed	2,746.70
At&T Communications	Centrally Assessed	70.30
Ne Colorado Cellular Inc	Centrally Assessed	9.38
Sprint Nextel Wireless	Centrally Assessed	124.76
USCOC Of Nebraska/Kansas Db	Centrally Assessed	606.03
City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	279.56
Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	67.14
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.25
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	541.49
City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-

Approved as to Form September 7, 2012	By _____ City Attorney
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R E S O L U T I O N 2012-BE-4 (B)

City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	445.65
Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	81.77
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	66.72
Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	77.04
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	61.50
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	370.91
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	297.91
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	290.02
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 Xc 15' X 15' X 15' Sold To City Blk 54	710.24
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	462.72
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	309.01
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	95.17
City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	356.94
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	48.36
Armstrong/Matthew E & Janelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	112.01
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	369.05
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	338.06
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	137.56
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	215.03
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	806.93

R E S O L U T I O N 2012-BE-4 (B)

T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	150.96
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	151.27
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	426.79
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	162.49
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.57
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.46
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.12
City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	263.42
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	428.55
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	310.00
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	353.04
Downtown Center LLC	Original Town Lt 8 Blk 56	2,811.61
City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	565.19
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
Jeo Building Company	Original Town Lt 7 Blk 57	888.51
Overland Building Corp	Original Town Lt 8 Blk 57	1,095.48
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	305.51
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	110.16
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,505.88
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	116.95
Stelk/Mark D	Jensen Sub Lt 1	146.20
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	

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R E S O L U T I O N 2012-BE-4 (B)

		226.08
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	305.41
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	97.24
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	98.16
Stelk/Mark D	Prensa Latina Sub Lt 4	304.32
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	376.84
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	355.64
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	18.05
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	163.41
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	171.99
Berta/Gary & Billie	Original Town Lt 5 Blk 59	243.52
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	173.90
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	173.00
Alexander Enterprises LLC	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	17.16
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	170.88
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	492.02
Ckp LLC	Original Town Lts 1 & 2 Blk 60	475.42
Ckp LLC	Original Town Lt 3 Blk 60	117.20
Business Properties	Original Town Lt 4 Blk 60	282.14
618 W 3Rd St LLC	Original Town Lts 5 & 6 Blk 60	696.20
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	535.72
Abjal LLC	Original Town Lts 1 & 2 Blk 61	748.31
Abjal LLC	Original Town Lts 3 & 4 Blk 61	684.95
Jones/Michael E & Joan M	Original Town Lt 5 Blk 61	666.29

R E S O L U T I O N 2012-BE-4 (B)

Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	765.59
Baasch/Richard H & Arlene M	Original Town S 44' Lt 1 Blk 62	184.30
Cedar Street Properties LLC	Original Town N 88' Lt 1 Blk 62	486.20
Cedar Street Properties LLC	Original Town Lt 2 Blk 62	275.92
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
Dmbg Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	147.05
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	88.40
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	247.75
Vogel Enterprises Ltd An Ia Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	59.80
Vogel Enterprises Ltd An Ia Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	357.95
Wardens & Vestrymen Of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,081.71
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	346.88
Masonic Templecraft Asso Of Gi	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	214.82
Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	379.67
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	390.31
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	143.81
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	184.54
Glade Inc	Original Town E 44' Lt 2 Blk 64	258.07
Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	

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R E S O L U T I O N 2012-BE-4 (B)

		196.30
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	179.37
Munoz/Juan A	Original Town W 2/3 Lt 3 Blk 64	159.84
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	847.79
City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Kissler/Vicki L	Original Town N 22' Lt 8 Blk 64	172.17
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	168.40
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	175.35
City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	206.79
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	158.43
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	149.34
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	234.55
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	154.75
Iglesia Evangelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	135.64
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	273.58
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	170.80
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	221.89
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	129.78
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	276.11
J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	84.60
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	161.97

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R E S O L U T I O N 2012-BE-4 (B)

T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	157.01
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	48.06
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 Xc N 6' S 31.1' E 40' Lt 8 Blk 65	165.95
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	272.57
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	214.22
Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	628.43
Bodie/Ronald E	Original Town W 2/3 Lt 3 Xc W 17.5' Of S 44' Blk 66	242.97
Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	221.14
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	227.37
Vejvoda/J Gary	Original Town N 88' C 1/3 Lt 4 Blk 66	282.23
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	228.74
Anson Investment & Development	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	284.97
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	501.87
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	261.10
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	265.63
Procon Management Inc	Original Town Lt 8 Blk 66	3,006.85
City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	1,472.30
City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	Sv Sub Lt 1	1,735.41
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	132.38
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	249.37
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	

R E S O L U T I O N 2012-BE-4 (B)

		252.76
Plate/Tim C	Original Town Lt 8 Blk 68	
		229.92
Gulzow/William L	Original Town Lt 1 Blk 77	
		80.33
201 E 2Nd LLC	Original Town Lt 2 Blk 77	
		66.74
201 E 2Nd LLC	Original Town Lts 3 & 4 Blk 77	
		1,484.46
City Of Grand Island Ne	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	
		340.13
Equitable Bldg & Loan Assn Of Gi	Original Town Lt 2 Blk 79	
		101.54
Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	
		1,323.89
Equitable Bldg & Loan Assn Of Gi	Original Town N 26' 10.5 Lt 8 Blk 79	
		26.06
Equitable Bldg & Loan Assn Of G I	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	
		14.94
Equitable Bldg & Loan Assn Of G I	Original Town S 88' Lt 8 Blk 79	
		90.45
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	
		177.56
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	
		128.33
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	
		344.13
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	
		239.30
Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Chamber Of Commerce Of Gi Inc	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	
		152.53

R E S O L U T I O N 2012-BE-4 (B)

Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Reed/James S & Precious A	Original Town C 1/3 Lt 3 Blk 81	239.77
Krauss/Ronald C & Vada M	Original Town W 1/3 Lt 3 & All 4 Blk 81	455.43
Walnut Street Partnership	Original Town Lt 5 Blk 81	427.95
Walnut Street Partnership	Original Town Lt 6 Blk 81	173.87
Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	859.73
Wheeler St Partnership	Original Town N 1/3 Lt 8 Blk 81	243.00
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	82.00
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	283.71
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	82.00
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	178.36
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,682.38
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	380.72
Jomida Inc A Ne Corp	Original Town Lts 3 & 4 Blk 83	974.41
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	163.36
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	176.79
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	243.69
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	279.45
Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	130.57
Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	189.70
Park	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	486.14
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	182.88
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	

R E S O L U T I O N 2012-BE-4 (B)

		464.17
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	
		288.28
City Of G I	Original Town To The City Of Grand Island All Blk 88	
		-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	
		-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	312.57
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
City Of G I	Original Town To The City Of Grand Island Lt 2 Xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	
		87.12
Schroeder/David T & Patricia A	Campbell's Sub W 75'4 Lts 1-2-3	
		270.56
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	
		162.06
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	
		232.24
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	
		212.55
Hill/David C	Campbell's Sub Lts 12 & 13	
		289.63
Hall Co	Court House Add To The City Of Grand Island Lt 1	
		-
Hall Co	Court House Add To The City Of Grand Island Lt 2	
		-
Hall Co	Court House Add To The City Of Grand Island Lt 3	
		-
Hall Co	Court House Add To The City Of Grand Island Lt 4	
		-
County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
		-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	
		287.30

R E S O L U T I O N 2012-BE-4 (B)

Campbell/Hunter A H & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1~	258.14
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~	222.73
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	123.90
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	487.64
Ummel Jr/Tommy L	Hann's Fifth Sub Lt 2	181.28
Mueller/Robert J	Hann's Fifth Sub Lt 1	117.44
Two Brothers Inc	Hann's 3Rd Add W 111' X 118' Blk 5	440.36
Rosales-Monzon/Carlos A	Hann's 3Rd Add N 52.5' Of E 91.9' Of Blk 5	237.68
Royle/Cecilia B	Hann's 3Rd Add E 56' Of W 174' Of Blk 5	158.80
Valenzuela/Linda L	Hann's 3Rd Add S 58.5' Of E 91.9' Of Blk 5	229.30
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	267.60
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	21.77
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	307.62
Carlson/Arvid C	Railroad Add Lt 2 Blk 98	112.42
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	154.87
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	169.44
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	90.45
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	165.11
Plate/Tim C	Railroad Add Lt 5 Blk 98	551.12
Plate/Tim C	Railroad Add Lt 6 Blk 98	242.92
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	222.12
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	439.11
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	115.88

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R E S O L U T I O N 2012-BE-4 (B)

Fox Family LLC	Railroad Add Lt 3 Blk 105	205.06
Lazendorf Holdings Limited Partnership	Railroad Add Lt 4 Blk 105	368.13
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 Xc City Blk 105	1,064.37
Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	362.14
C & S Group LLC	Railroad Add Lt 3 Blk 106	202.65
Fernandez/Guadalupe & Pedro	Railroad Add Lt 4 Blk 106	323.08
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	427.94
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	177.01
Brown/Joseph M & Lori Jean	Railroad Add S 2/3 Lt 5 Blk 107	186.18
Brown/Joseph M & Lori Jean	Railroad Add N 1/3 Lt 5 Blk 107	145.30
Fox/Charles E & Mary A	Railroad Add Lt 6 Blk 107	280.56
Fox/Charles E & Mary A	Railroad Add Lt 7 Xc N 60' Of E 22' & Xc E 29.54' Of S 71.50' Blk 107	205.68
Janda Dds Pc/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	305.99
Clinch/Barbara J	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	257.51
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	460.71
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	194.87
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	560.51
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	129.21
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	75.21
Lbe Family Limited Partnership	Railroad Add Lt 6 Blk 108	279.51
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	559.66
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	196.96
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	131.82
J & B Rentals, LLC	Railroad Add E 59.5' Lt 3 Blk 109	

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RESOLUTION 2012-BE-4 (B)

J & B Rentals, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	145.66
Mcshannon/Roger L & Sharon K	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	67.76
Lpb, LLC	Railroad Add Lts 7 & 8 Blk 109	209.67
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	651.62
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	152.42
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	159.18
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	143.11
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	206.95
Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	515.01
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	461.71
Devco Investment Corporation	The Yancy, A Condominium Unit 301	98.16
George/Mollie Jo	The Yancy, A Condominium Unit 302	71.29
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	101.40
Zins/William L	The Yancy, A Condominium Unit 304	93.43
Teng/Irene	The Yancy, A Condominium Unit 305	-
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	72.45
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 402	82.65
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 403	

RESOLUTION 2012-BE-4 (B)

		79.36
Jones/Michael D	The Yancy, A Condominium Unit 404	131.24
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 405	79.75
Powers/Yolanda L	The Yancy, A Condominium Unit 406	112.50
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	123.51
Luce/Eric D	The Yancy, A Condominium Unit 501	104.66
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 502	84.95
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	79.42
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 504	100.22
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 505	79.81
Cieloha/Robert A	The Yancy, A Condominium Unit 506	112.58
Mowitz/Lynn	The Yancy, A Condominium Unit 507	127.29
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 601	73.17
Artvest III	The Yancy, A Condominium Unit 602	85.10
Shaw/Stephanie A	The Yancy, A Condominium Unit 603	114.02
Clyne/Thomas B	The Yancy, A Condominium Unit 604	91.87
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 605	79.89
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	79.03
Arp/Charmaine L	The Yancy, A Condominium Unit 607	119.40
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	80.00
Artvest Iii, A Ne General Partner	The Yancy, A Condominium Unit 702	85.21
Johnson/Margaret A	The Yancy, A Condominium Unit 703	79.65
Burtscher/Jan L	The Yancy, A Condominium Unit 704	131.53
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	87.87
Long/Clifton J	The Yancy, A Condominium Unit 706	

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R E S O L U T I O N 2012-BE-4 (B)

		78.80
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 801	73.31
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	85.30
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	93.26
Chase/Charles D	The Yancy, A Condominium Unit 804	150.71
Alexander/Wendy L	The Yancy, A Condominium Unit 805	98.52
Nelson/Jack L	The Yancy, A Condominium Unit 806	85.74
Nissen/James F	The Yancy, A Condominium Unit 901	73.34
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	85.35
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	93.31
Atkins/Ann C	The Yancy, A Condominium Unit 904	137.57
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	98.58
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	140.03
Todd/Linda M	The Yancy, A Condominium Unit 1001	80.17
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	85.38
Gillam/Jeremy S & Jack L	The Yancy, A Condominium Unit 1003	93.37
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	180.42
Megard/Ruth E	The Yancy, A Condominium Unit 1005	99.79
Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Cooper/Charles A & Sandra J	The Yancy, A Condominium Unit 1101	80.29
Clare/Linda L	The Yancy, A Condominium Unit 1102	85.47
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Hill/Casey N	The Yancy, A Condominium Unit 1104	143.36
Boley/Loren E	The Yancy, A Condominium Unit 1105	

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R E S O L U T I O N 2012-BE-4 (B)

		99.93
Pierorazio/Daria A	The Yancy, A Condominium Unit 1106	
		147.26
Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	
		1,758.61
Artvest III	The Yancy, A Condominium Unit 002	
		10.97
Artvest III	The Yancy, A Condominium Unit 001	
		39.66
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	
		52.29
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	
		34.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	
		55.80
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	
		140.46
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	
		105.74
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	
		358.24
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	
		89.51
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	
		-
Grand Island/City Of	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	
		-
City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	
		-
City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	
		-
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	
		88.00
Total Amount		90,000.05

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on September 13, 2012.

Jay Vavricek, Mayor

Attest:

R E S O L U T I O N 2012-BE-4 (B)

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item E1

**Public Hearing on Request from Alferes, LLC dba El Diamante
Bar & Grill, 1600 South Eddy Street, Suite 104 for a Class “C”
Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 11, 2012

Subject: Public Hearing on Request from Alferes, LLC dba El Diamante Bar & Grill, 1600 South Eddy Street, Suite 104 for a Class “C” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Alferes, LLC dba El Diamante Bar & Grill, 1600 South Eddy Street, Suite 104 has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted with the application was a request from Gustavo Camacho, Sr., 6021 South 35th Street, Omaha, NE for a Liquor Manager Designation.

Based on the Police Department report (see attached) regarding a false application, the recommendation is to deny this liquor license.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to deny the application for Alferes, LLC dba El Diamante Bar & Grill, 1600 South Eddy Street, Suite 104 for a Class "C" Liquor License based on the Police Department report of a false application

09/05/12
15:31

Grand Island Police Department
LAW INCIDENT TABLE

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Page: 1

City : Grand Island
Occurred after : 15:47:01 08/24/2012
Occurred before : 15:47:01 08/24/2012
When reported : 15:47:01 08/24/2012
Date disposition declared : 08/24/2012
Incident number : L12083455
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 1600 Eddy St S
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 18419
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	179145	08/30/12	El Diamante Alferes Bar/Grill,	Business
NM	179146	08/30/12	Camacho, Gustavo	Liquor Manager
NM	179147	08/30/12	Camacho, Maria G	Gustavo's Wife
NM	179148	08/30/12	Alferes, Manuel	Owner

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	Bar/Night Club	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application for El Diamante Bar & Grill and a Copy of a Liquor Manager Application from Gustavo Camacho.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson Dama
1	AOFF	Alcohol Offense	0.00

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	10:51:07 08/30/2012

Grand Island Police Department
Supplemental Report

Date, Time: Thu Aug 30 10:51:19 CDT 2012
Reporting Officer: Vitera
Unit- CID

El Diamante Alferes Bar & Grill is applying for a Class C (beer, wine, & distilled spirits, on and off sale) LLC liquor license. Gustavo Camacho is applying to be the liquor manager. Gustavo has a wife named Maria who signed a Spousal Affidavit of Non-Participation. Manuel Alferes is the owner of the company. All of the applicants have lived in Omaha for at least the last ten years. An attorney from Omaha by the name of Timothy McReynolds assisted with the application.

I made some initial observations while reviewing the application. No one listed on the application disclosed any convictions. They correctly stated that the premise where they are seeking a license, has been a licensed premise within the last two years. However, the application also asks for the name and the license number which was not provided. Manuel Alferes is not borrowing any money to establish and/or operate the business, and none of the furniture, fixtures, or equipment will be owned by someone else.

Later on in the application packet, there is an "Exhibit A" attached that says, "80 circular tables, 250 chairs." Exhibit A is not referenced anywhere else in the application that I could find. I assume that this is furniture owned by Rafael Orozco or someone else which contradicts the earlier statement made in the application. Rafael Orozco is the owner of the building who used to own/operate El Diamante but chose not to attempt a renewal of his liquor license after several violations.

I also noticed that the information in the liquor license and liquor manager application is a combination of typed information and handwritten information. I also observed what could be some typographical errors and

more accurately some spelling errors in some places I wouldn't expect to find them, especially since an attorney helped with the application. For instance, in the Manager's Application, Gustavo Camacho states that he was born in "Porta" Rico. I also found a glaring error in the application where it asks the main nature of the business. The listed answer is "Rasturant and bar."

I checked all of the applicants through Spillman and could not find an entry for any of them. I also checked them for warrants and license status. None of them have any arrest warrants. The Camacho's each have a valid license, and Manuel Alferes doesn't have a Nebraska license on file. All of the applicants appear to be in the Country legally.

After checking Spillman, I looked up all the applicants in NCJIS. I couldn't find anything on Manuel Alferes which is odd. He stated on the application that he has lived in Nebraska for at least the last ten years, but I can't even find a Nebraska driver's license or driving history on him. Gustavo Camacho has one undisclosed speeding conviction from 2001. Maria Camacho has an entry for a driver's license and nothing else.

After searching NCJIS, I checked on Manual Alferes through a paid law enforcement-only online database. By running the name Manuel Alferes (as it is listed on the application) with the date of birth and Social Security number provided, I found Jose Manuel Alferes. All throughout the application packet, the applicant's first name is listed as Manuel. There is not a middle initial or name listed, and the last name is listed as Alferes.

I went back to NCJIS and ran Alferes with the same date of birth but used Jose as the first name. I found that he has fourteen undisclosed convictions which include: speeding (16-20 over) in October '97, speeding (6-10 over) in April '98, registration violation in September '98, speeding (11-15 over) in September 2000, speeding (11-15 over) in March '02, speeding (21+ over) in March '02, fail to yield ROW (left turn) in October '02, no valid registration in December 02, speeding (16-20 over) in December '04, no valid registration in May '06, speeding (6-10 over) in May '09, following too closely in August '09, operate or park an unregistered vehicle in January '10 which resulted in a warrant being issued for his arrest and then withdrawn one month later, and speeding (16-35 over) in April '11. Even after all of the traffic convictions, Alferes has a valid license.

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." It further asks that the applicant, "List the nature of the charge, where the charge occurred and the year and the month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name."

Alferes' failure to disclose his convictions technically makes the applications false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01) which states:

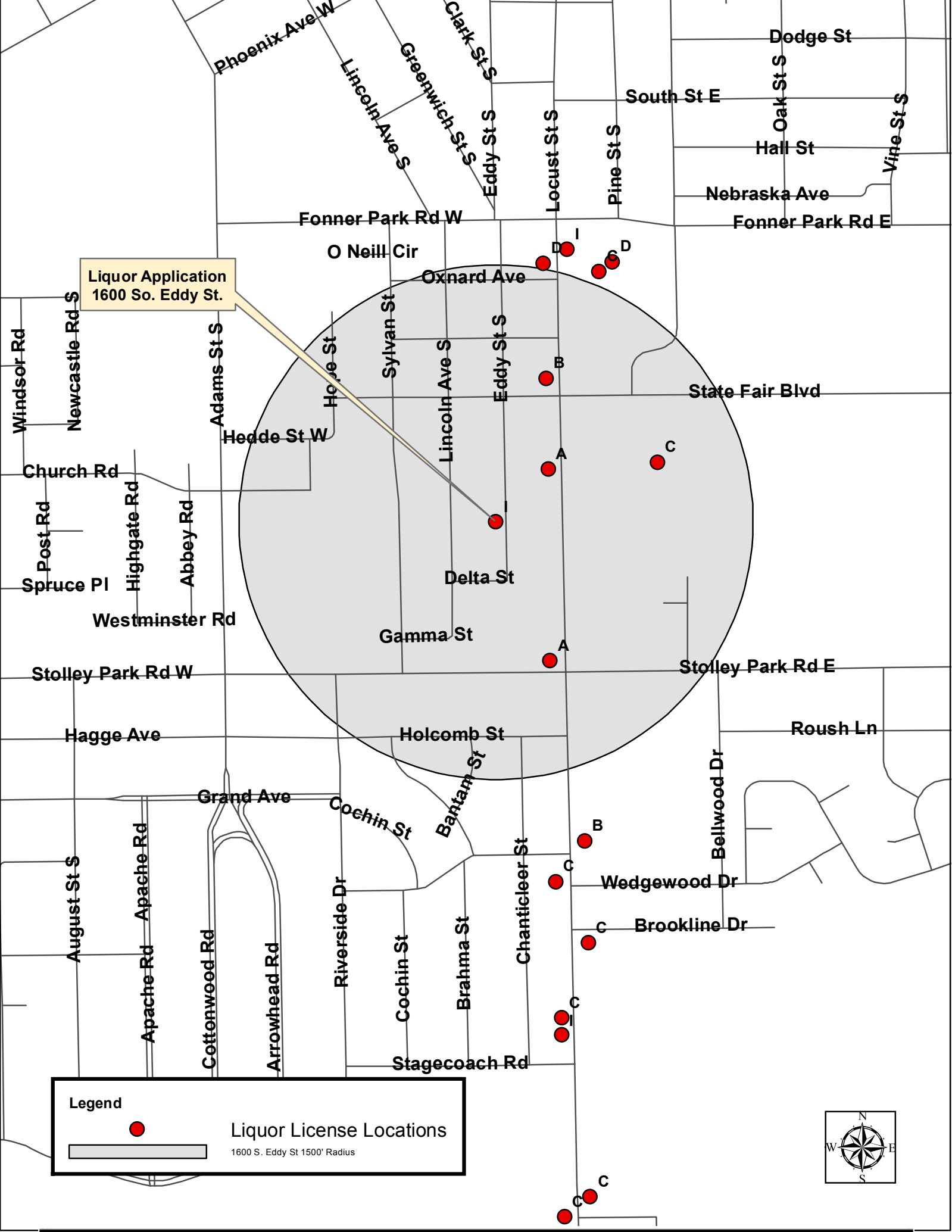
"No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license."

It should also be noted that the location for this proposed bar is on the NLCC's "hot list." While Rafael Orozco was running the El Diamante bar, a shooting occurred there in December of 2010 where one person was hit by gunfire, and bullet holes were found in the business, Goodwill Industries, and a home across the street. Under Orozco, the bar also had lots of law enforcement intervention which isn't good for the residential neighborhoods surrounding the bar to the north and west. Among the law enforcement contacts at El Diamante, Orozco had violations for allowing unaccompanied minors in the bar after 9:00 P.M. and having customers in the bar after closing time.

With his history of violations, Orozco didn't renew his liquor license. Instead, he chose to max out his 12 SDL's. It appeared that Orozco was using the SDL's to operate his bar on a less frequent basis without the oversight of having a liquor license. On 4/21/12, Orozco was caught and referred to the County Attorney for having a "fundraiser" at the El Diamante where he was allowing alcohol consumption at the gathering that was open to the public, and he admitted to selling alcohol without a license or SDL. After that incident, City Clerk RaNae Edwards sent Orozco a letter telling him that all future SDL requests would be denied.

Orozco still owns the building and likely couldn't get his own liquor license. If this license is approved, Orozco will ultimately be profiting from a business that sells alcohol and will have successfully circumvented the application process. I am suspicious that this application is Rafael's way of resuming business by having someone else get a license for him.

With fourteen undisclosed convictions that had to be found by discovering the applicant was using his middle name as his first name and not completely filling out the application, the Grand Island Police Department recommends that the Council not give local approval to this application based upon the fact that it's a false application.





City of Grand Island

Tuesday, September 11, 2012

Council Session

Item E2

**Public Hearing on Request from La Isla Bar, Inc. dba La Isla Bar,
106 East 3rd Street for a Class “CK” Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 11, 2012

Subject: Public Hearing on Request from La Isla Bar, Inc. dba La Isla Bar, 106 East 3rd Street for a Class “CK” Liquor License

Item #'s: E-2 & I-2

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

La Isla Bar, Inc. dba La Isla Bar, 106 East 3rd Street has submitted an application for a Class “CK” Liquor License. A Class “CK” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city including catering.

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

Also submitted with the application was a request from Tommy Edwards, 1019 N. Burlington Avenue, Hastings, NE for a Liquor Manager Designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for La Isla Bar, Inc. dba La Isla Bar, 106 East 3rd Street for a Class "CK" Liquor License contingent upon final inspections and Liquor Manager Designation for Tommy Edwards, 1019 N. Burlington Avenue, Hastings, NE contingent upon completion of a state approved alcohol server/seller training program.

09/06/12
14:30

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 10:25:13 08/30/2012
Occurred before : 10:25:13 08/30/2012
When reported : 08:00:00 08/29/2012
Date disposition declared : 08/30/2012
Incident number : L12084409
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 106 3rd St E
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 17961
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	55991	09/04/12	Edwards, Tommy D	Owner
NM	179269	09/04/12	La Isla Bar,	Business

LAW INCIDENT CIRCUMSTANCES:

Se Circu	Circumstance code	Miscellaneous
1	LT03 Bar/Night Club	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application for La Isla Bar and a Copy of a Liquor Manager Application from Tommy Edwards.

LAW INCIDENT OFFENSES DETAIL:

Se Offe	Offense code	Arson Dama
--	-----	-----

1 AOFF Alcohol Offense

0.00

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	12:29:01 09/04/2012

Grand Island Police Department
Supplemental Report

Date, Time: Tue Sep 04 12:29:13 CDT 2012
Reporting Officer: Vitera
Unit- CID

La Isla Bar is applying for a Class CK (on and off sale beer, wine & distilled spirits along with a catering license) Corporate liquor license in the former Club 69 building. Tommy Edwards is applying to be the liquor manager. He is the sole owner of La Isla, and it appears that he also owns the building where the bar will be.

While reviewing the application, I noticed that Tommy Edwards is the only person listed on the applications, he did not disclose any convictions, and he is borrowing money from a bank in Grand Island. Tommy lived in Grand Island for thirty-five years and recently moved to Hastings in 2010.

I checked Tommy through Spillman and NCJIS. Tommy has numerous entries in Spillman due to him being the owner of Tommy's Restaurant and Travel Lodge. Nothing in Spillman indicates any convictions. Tommy didn't have any convictions in NCJIS either. I also checked Tommy for warrants and license status. His license is valid, and he doesn't have any warrants for his arrest. I used an online law enforcement-only database to find information about Tommy. Nothing detrimental to the application was located. I did a general Internet search as well and didn't find anything negative.

The only issue with this application is the area where the proposed bar will be is saturated with liquor licenses. I contacted City Clerk RaNae Edwards who arranged for a map to be made which illustrates the number of liquor licenses in the area.

According to the map, there are twenty-six liquor licenses in an area between 4th Street on the north, Clark on the west, Anna/Bismark on the south, and Sycamore on the east. Three more liquor licenses are also within a block of that area. In the immediate vicinity of where La Isla would be, there are six liquor licenses. The Chicken Coop is within the

same block and to the east. Balz Banquet & Reception Hall is one block southeast. South Front Reception is one block northeast. . Alfred Prufrock's and Nathan Detroit's are one block northwest, and The Chocolate Bar is one block west.

Parking could be another issue. The parking lot directly south of where the bar would be is usually full on weekends with customers from the Chicken Coop and Balz if there is an event going on.

If the Council doesn't feel that the concentration of liquor licenses in the area is a concern, the Grand Island Police Department has no other objections to La Isla Bar getting a liquor license or to Tommy Edwards being the liquor manager.





City of Grand Island

Tuesday, September 11, 2012

Council Session

Item E3

**Public Hearing on Request from Hoch, Inc. dba H & H
Distributing, 4221 Juergen Road for an Addition to Class “W-
13932” and Class “X-75175” Liquor Licenses**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 11, 2012

Subject: Public Hearing on Request from Hoch, Inc. dba H & H Distributing, 4221 Juergen Road for an Addition to Class “W-13932” and “X-75175” Liquor Licenses

Item #'s: E-3 & G-2

Presenter(s): RaNae Edwards, City Clerk

Background

Hoch, Inc. dba H & H Distributing, 4221 Juergen Road has submitted an application for an addition to their Class “W-13932” and “X-75175” Liquor Licenses. The request includes an addition to the north side of the existing building comprising of approximately 230’ x 85’.

Discussion

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

Alternatives

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

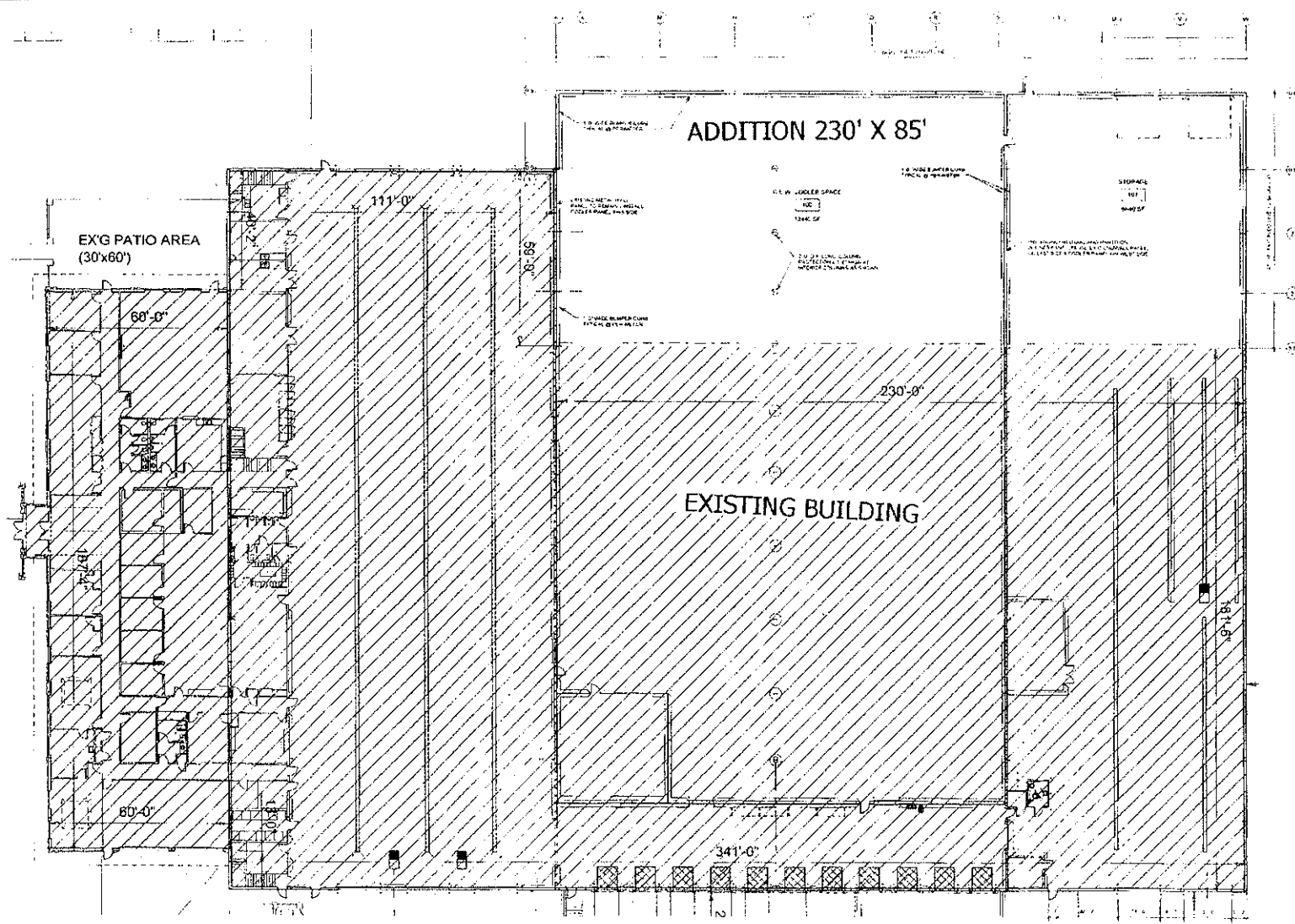
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

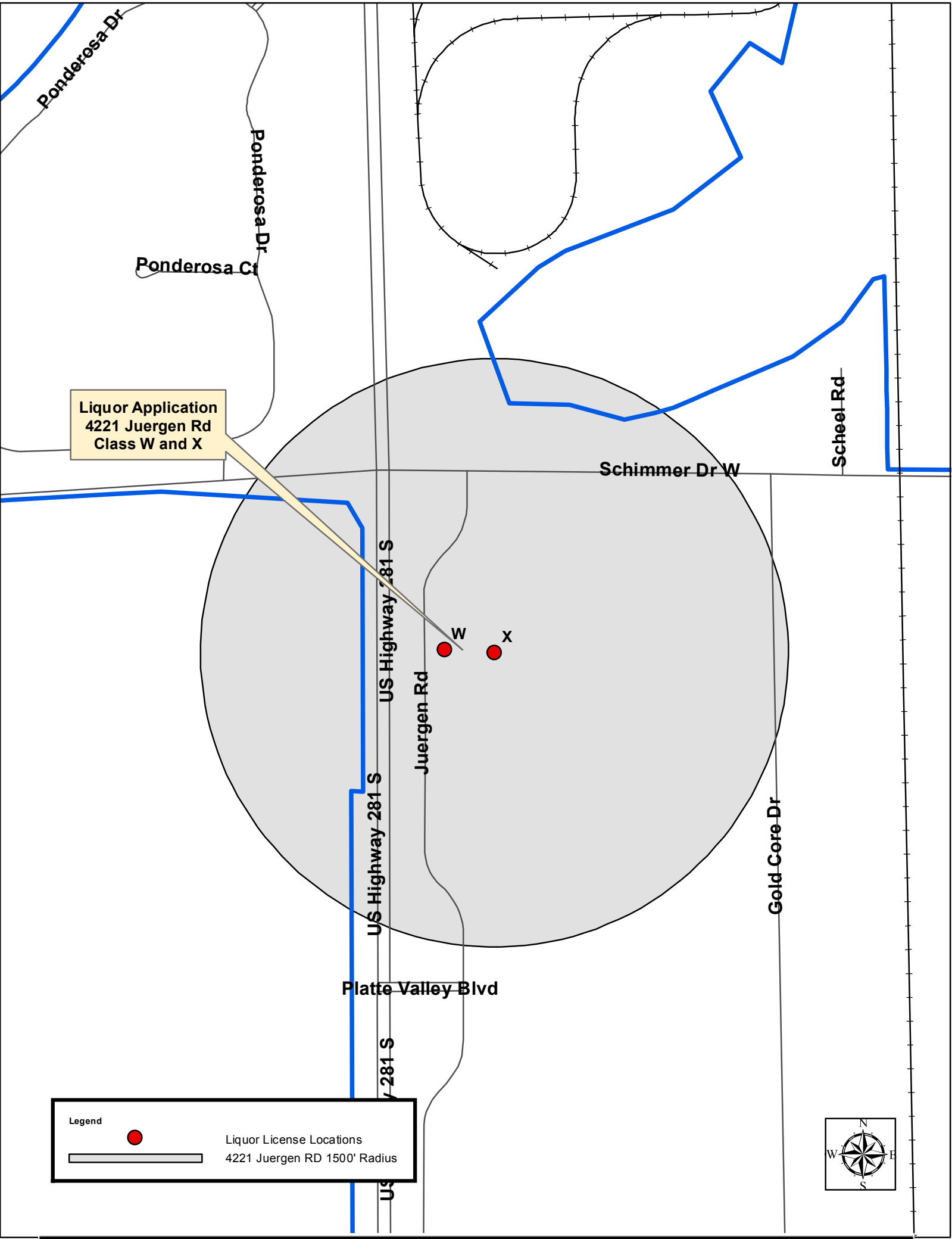
Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application.

Sample Motion

Move to approve the application for an addition to Hoch, Inc. dba H & H Distributing, 4221 Juergen Road Liquor Licenses "W-13932" and "X-75175" contingent upon final inspections.



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 CHIEF CONSTRUCTION, Inc.





City of Grand Island

Tuesday, September 11, 2012

Council Session

Item E4

**Public Hearing on Request from the City of Grand Island for a
Conditional Use Permit for Installation of a Wooden Pole to Mount
a Radio for Wireless Network Communications Located at 1720
North Broadwell Avenue**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: September 11, 2012

Subject: Request of Grand Island Information Technology Division, Representing Grand Island Fire and Parks Departments Requesting Approval of a Conditional Use Permit to Construct a Telecommunication Tower at 1720 N. Broadwell

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

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for the construction of a 60 foot utility pole at the existing Fire Station No. 2 site to accommodate wireless radio equipment to facilitate network communications between City Departments.

The property is currently zoned R-3 Medium Density Residential, the Grand Island Zoning Code requires that all telecommunication towers receive the approval of City Council in the form of a conditional use permit prior to construction.

The intent of the tower and telecommunication facilities and antenna regulations are to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

Discussion

The City code specifies eight items to be submitted with the application for a tower development permit, all of those items have been submitted, with the exception of;

1). the engineering of the tower and foundation design, and, 2). a building permit application for the proposed tower. It appears reasonable to exclude the submittal of an engineered design as City Utility will provide the installation of the utility pole, and the

application for a building permit will need to be submitted only after the City Council has approved the location.

Information attesting to an effort to collocate with any tower within a one mile radius has been submitted by the applicant. There were two tower locations noted within the one mile radius of the proposed site. Based on the proposed use it does not appear feasible at this time to seek collocation.

The location of this proposal does not appear to create any negative impact on the neighboring properties.

Alternatives

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the conditional use permit, finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the conditional use to meet the wishes of the Council
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

Recommendation

City Staff recommends that the Council approve the request for a conditional use permit to construct this telecommunication tower, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

(Fire Station 2)

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Installation of a wooden pole to mount a radio for wireless network communications.
2. The owner(s) of the described property is/are: City of Grand Island
3. The legal description of the property is: WEST LAWN ADD TO THE CITY OF GRAND ISLAND S 28' LT 113 & ALL LTS 114-115-116
4. The address of the property is: 1723 N Broadwell Ave
5. The zoning classification of the property is: R3-Medium Density Residential Zone
6. Existing improvements on the property is: Fire Station
7. The duration of the proposed use is: Indefinite
8. Plans for construction of permanent facility is: N/A
9. The character of the immediate neighborhood is: Residential
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: To install a wooden 60' pole to mount wireless radio equipment for network communications.

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

8/22/12
Date

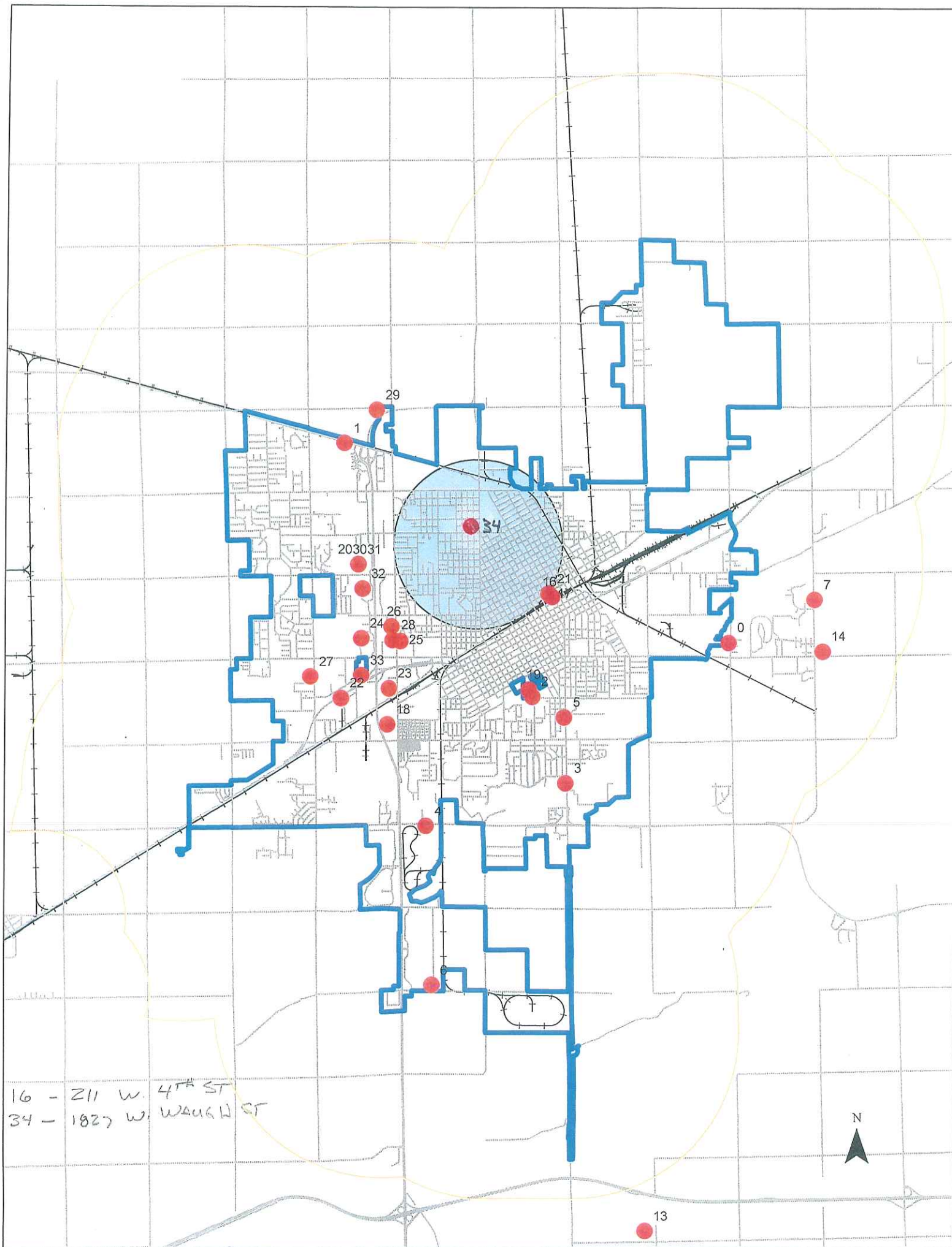
Robyn Splattbresser
Owners(s)

385-5444 ext 188
Phone Number

100 E 1st St
Address

Grand Island NE 68801
City State Zip

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



INTEROFFICE MEMORANDUM



*Working Together for a
Better Tomorrow. Today.*

DATE: August 31, 2012

TO: Craig Lewis, Building Department Director

FROM: Robyn Splattstoesser, IT Manager

RE: Application for Conditional Use Permits

It is the intent of the City of Grand Island Information Technology Division to install four 60 foot wooden poles for the purpose of supporting wireless communication equipment. The communication equipment will be used to upgrade the connection to remote city facilities and improve the City's wide area network.

All poles will be placed alongside the following existing city owned buildings: Fire Station 2 (attachment 1), Fire Station 3 (attachment 2), Fire Station 4 (attachment 3), and the Grand Island Cemetery Office (attachment 4). Each pole will host one Tsunami MP-8150-SUR-100 radio with an integrated antenna. The Radio/Antenna will be 14.5" x 14.5" x 4.2" (See attachment 5). Due to DC power requirements, the total length of cabling between the computer equipment and the radios cannot exceed 330 feet (pg. 15 of Tsunami MP-8100 Series Installation and Management Guide). Because of this requirement, collocation of these radios on existing towers is cost prohibitive and therefore not considered a viable option.

The poles will be purchased and installed by the Grand Island Utilities Department. They will ensure that the proposed pole will meet the Building Code and all other construction standards set forth by the City Code and federal and state law applicable to ANSI standards.

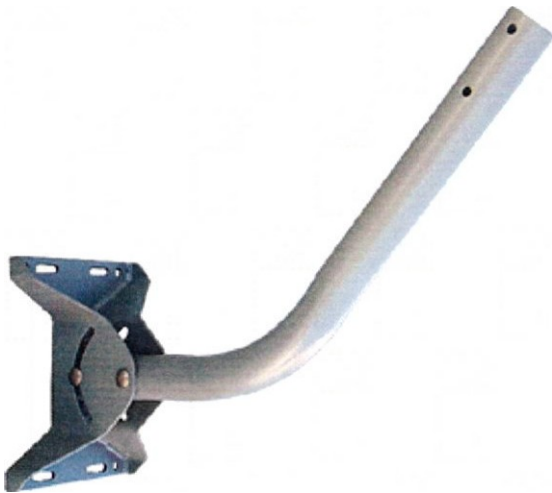
Attachment 1:

The red line indicates the desired location for the pole at Fire Station 2 – 1720 N. Broadwell

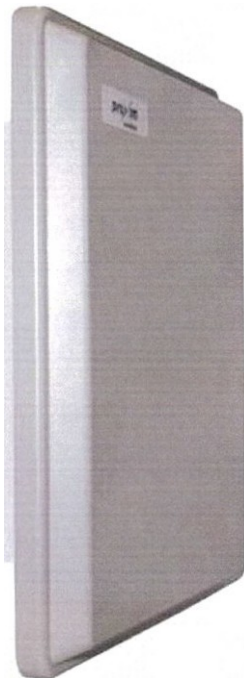


Attachment 5:

This is the mount that will be used on each of the utility poles.



This is the radio that will be mounted at each location at the top of the Utility pole. The antenna is built into the radio. The dimensions are: 14.5 x 14.5 x 4.2 inches.





City of Grand Island

Tuesday, September 11, 2012

Council Session

Item E5

**Public Hearing on Request from the City of Grand Island for a
Conditional Use Permit for Installation of a Wooden Pole to Mount
a Radio for Wireless Network Communications Located at 2310
South Webb Road**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: September 11, 2012

Subject: Request of Grand Island Information Technology Division, Representing Grand Island Fire and Parks Departments Requesting Approval of a Conditional Use Permit to Construct a Telecommunication Tower at 2310 S. Webb Road

Item #'s: E-5 & H-2

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for the construction of a 60 foot utility pole at the existing Fire Station No. 3 site to accommodate wireless radio equipment to facilitate network communications between City Departments.

The property is currently zoned M-2 Heavy Manufacturing, the Grand Island Zoning Code requires that all telecommunication towers receive the approval of City Council in the form of a conditional use permit prior to construction.

The intent of the tower and telecommunication facilities and antenna regulations are to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

Discussion

The City code specifies eight items to be submitted with the application for a tower development permit, all of those items have been submitted, with the exception of;

1). the engineering of the tower and foundation design, and, 2). a building permit application for the proposed tower. It appears reasonable to exclude the submittal of an engineered design as City Utility will provide the installation of the utility pole, and the application for a building permit will need to be submitted only after the City Council has approved the location.

Information attesting to an effort to collocate with any tower within a one mile radius has been submitted by the applicant. There were four tower locations noted within the one mile radius of the proposed site. Based on the proposed use it does not appear feasible at this time to seek collocation.

The location of this proposal does not appear to create any negative impact on the neighboring properties.

Alternatives

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the conditional use permit, finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the conditional use to meet the wishes of the Council
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

Recommendation

City Staff recommends that the Council approve the request for a conditional use permit to construct this telecommunication tower, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.



Non-Refundable Fee: \$1,000.00

Return by: _____

Council Action on: _____

(Fire Station 3)

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Installation of a wooden pole to mount a radio for wireless network communications.
2. The owner(s) of the described property is/are: City of Grand Island
3. The legal description of the property is: MAYER-MEHRING SUB TO THE CITY OF GRAND ISLAND N 1/2 LT 2 & ALL LT 3
4. The address of the property is: 2310 S Webb Rd
5. The zoning classification of the property is: M2-Heavy Manufacturing Zone
6. Existing improvements on the property is: Fire Station
7. The duration of the proposed use is: Indefinite
8. Plans for construction of permanent facility is: N/A
9. The character of the immediate neighborhood is: Commercial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: To install a wooden 60' pole to mount wireless radio equipment for network communications.

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

8/22/12
Date

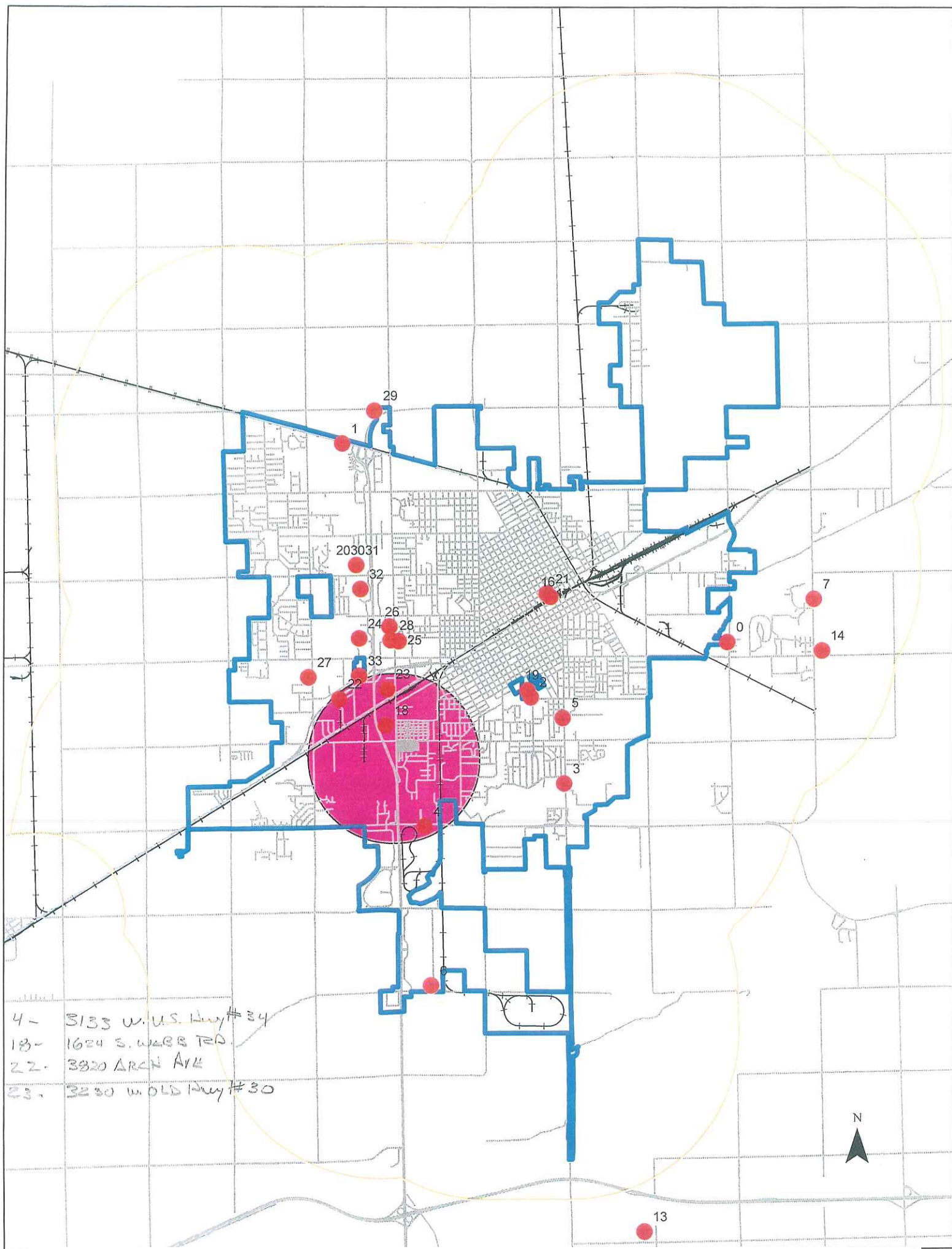
385-5444 x188
Phone Number

Robin Splatttoesser IT Manager
Owners(s)

100 E 1st St
Address

Grand Island NE 68801
City State Zip

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



INTEROFFICE MEMORANDUM



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DATE: August 31, 2012

TO: Craig Lewis, Building Department Director

FROM: Robyn Splattstoesser, IT Manager

RE: Application for Conditional Use Permits

It is the intent of the City of Grand Island Information Technology Division to install four 60 foot wooden poles for the purpose of supporting wireless communication equipment. The communication equipment will be used to upgrade the connection to remote city facilities and improve the City's wide area network.

All poles will be placed alongside the following existing city owned buildings: Fire Station 2 (attachment 1), Fire Station 3 (attachment 2), Fire Station 4 (attachment 3), and the Grand Island Cemetery Office (attachment 4). Each pole will host one Tsunami MP-8150-SUR-100 radio with an integrated antenna. The Radio/Antenna will be 14.5" x 14.5" x 4.2" (See attachment 5). Due to DC power requirements, the total length of cabling between the computer equipment and the radios cannot exceed 330 feet (pg. 15 of Tsunami MP-8100 Series Installation and Management Guide). Because of this requirement, collocation of these radios on existing towers is cost prohibitive and therefore not considered a viable option.

The poles will be purchased and installed by the Grand Island Utilities Department. They will ensure that the proposed pole will meet the Building Code and all other construction standards set forth by the City Code and federal and state law applicable to ANSI standards.

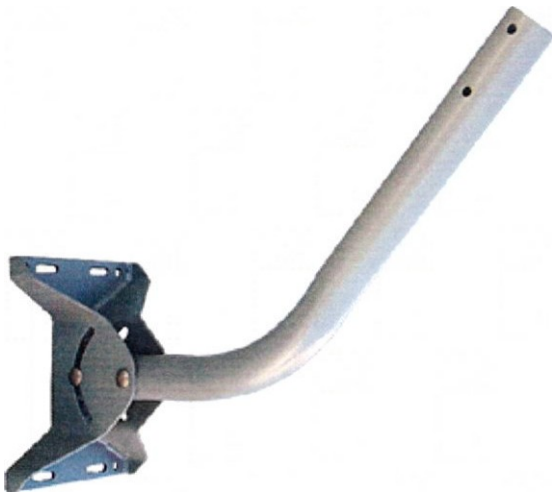
Attachment 2:

The red line indicates the desired location for the pole at Fire Station 3 – 2310 S Webb Rd.

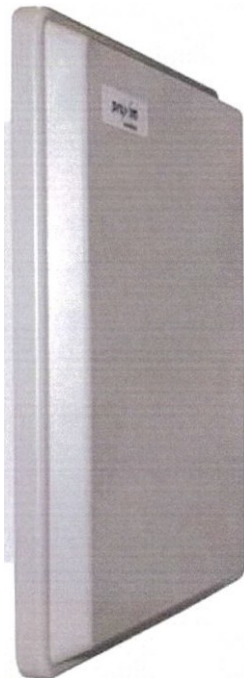


Attachment 5:

This is the mount that will be used on each of the utility poles.



This is the radio that will be mounted at each location at the top of the Utility pole. The antenna is built into the radio. The dimensions are: 14.5 x 14.5 x 4.2 inches.





City of Grand Island

Tuesday, September 11, 2012

Council Session

Item E6

**Public Hearing on Request from the City of Grand Island for a
Conditional Use Permit for Installation of a Wooden Pole to Mount
a Radio for Wireless Network Communications Located at 3690
West State Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: September 11, 2012

Subject: Request of Grand Island Information Technology Division, Representing Grand Island Fire and Parks Departments Requesting Approval of a Conditional Use Permit to Construct a Telecommunication Tower at 3690 W. State

Item #'s: E-6 & H-3

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for the construction of a 60 foot utility pole at the existing Fire Station No. 4 site to accommodate wireless radio equipment to facilitate network communications between City Departments.

The property is currently zoned B-2 General Business, the Grand Island Zoning Code requires that all telecommunication towers receive the approval of City Council in the form of a conditional use permit prior to construction.

The intent of the tower and telecommunication facilities and antenna regulations are to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

Discussion

The City code specifies eight items to be submitted with the application for a tower development permit, all of those items have been submitted, with the exception of;

1). the engineering of the tower and foundation design, and, 2). a building permit application for the proposed tower. It appears reasonable to exclude the submittal of an engineered design as City Utility will provide the installation of the utility pole, and the application for a building permit will need to be submitted only after the City Council has approved the location.

Information attesting to an effort to collocate with any tower within a one mile radius has been submitted by the applicant. There were four tower locations noted within the one mile radius of the proposed site. Based on the proposed use it does not appear feasible at this time to seek collocation.

The location of this proposal does not appear to create any negative impact on the neighboring properties.

Alternatives

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the conditional use permit, finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the conditional use to meet the wishes of the Council
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

Recommendation

City Staff recommends that the Council approve the request for a conditional use permit to construct this telecommunication tower, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.



Non-Refundable Fee: \$1,000.00

Return by: _____

Council Action on: _____

(Fire Station 4)

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Installation of a wooden pole to mount a radio for wireless network communications.
2. The owner(s) of the described property is/are: City of Grand Island
3. The legal description of the property is: STATE SUB TO THE CITY OF GRAND ISLAND LT 1
4. The address of the property is: 3690 W State St
5. The zoning classification of the property is: B2-General Business Zone
6. Existing improvements on the property is: Fire Station
7. The duration of the proposed use is: Indefinite
8. Plans for construction of permanent facility is: N/A
9. The character of the immediate neighborhood is: Commercial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: To install a wooden 60' pole to mount wireless radio equipment for network communications.

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

8/22/12
Date

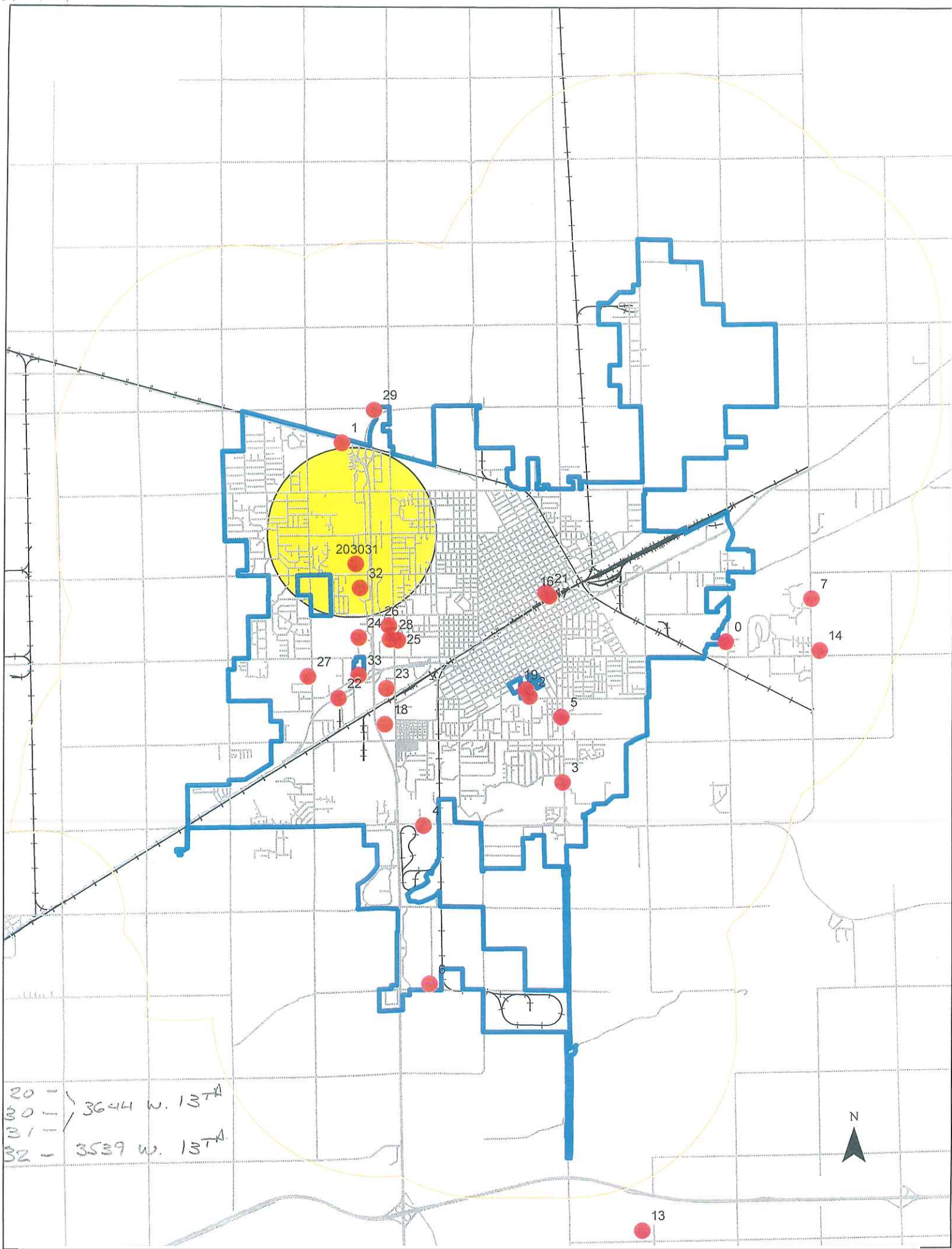
385-5444 ext 188
Phone Number

Robyn Splattresser
Owners(s)

100 E 1st St
Address

Grand Island NE 68801
City State Zip

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



INTEROFFICE MEMORANDUM



*Working Together for a
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DATE: August 31, 2012

TO: Craig Lewis, Building Department Director

FROM: Robyn Splattstoesser, IT Manager

RE: Application for Conditional Use Permits

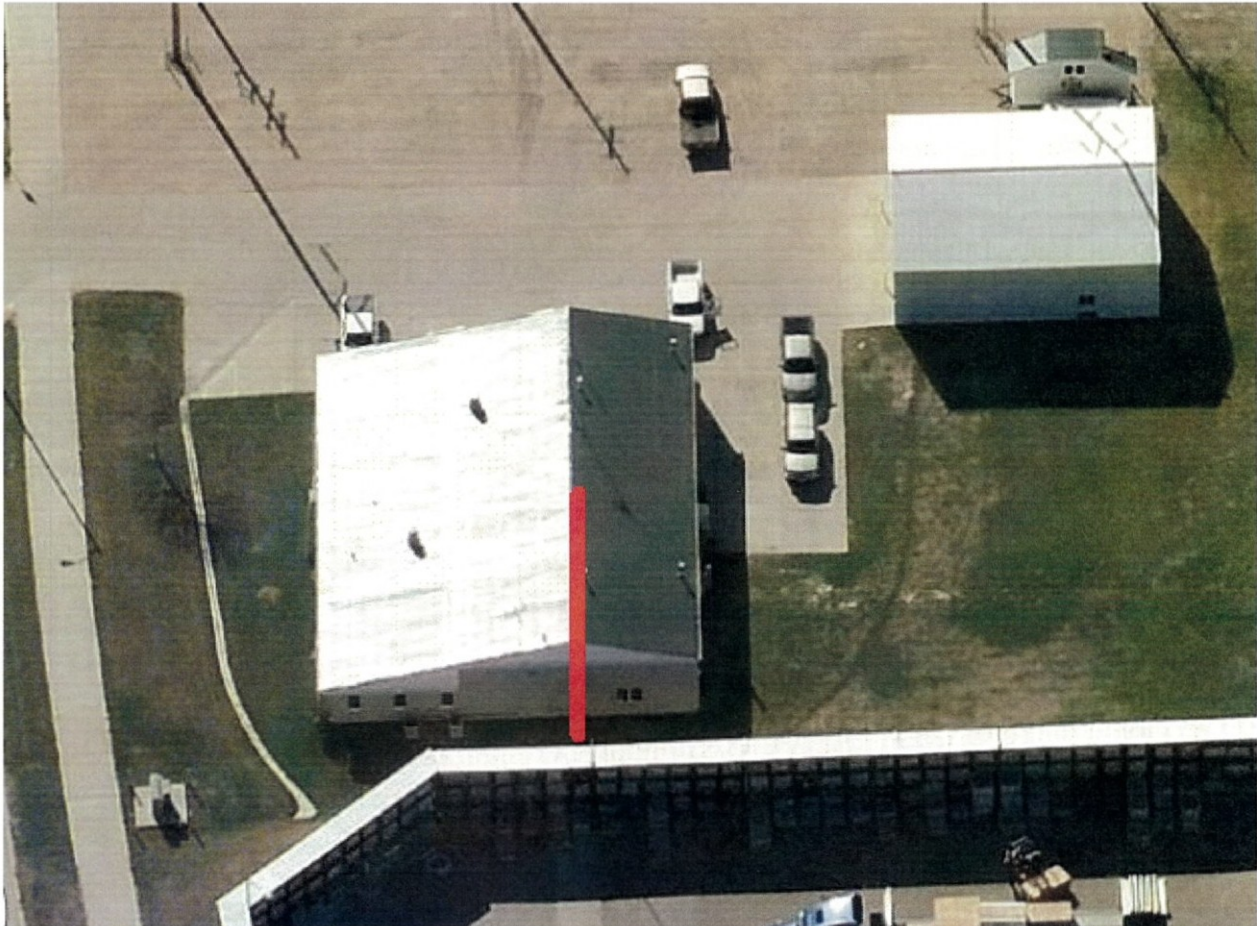
It is the intent of the City of Grand Island Information Technology Division to install four 60 foot wooden poles for the purpose of supporting wireless communication equipment. The communication equipment will be used to upgrade the connection to remote city facilities and improve the City's wide area network.

All poles will be placed alongside the following existing city owned buildings: Fire Station 2 (attachment 1), Fire Station 3 (attachment 2), Fire Station 4 (attachment 3), and the Grand Island Cemetery Office (attachment 4). Each pole will host one Tsunami MP-8150-SUR-100 radio with an integrated antenna. The Radio/Antenna will be 14.5" x 14.5" x 4.2" (See attachment 5). Due to DC power requirements, the total length of cabling between the computer equipment and the radios cannot exceed 330 feet (pg. 15 of Tsunami MP-8100 Series Installation and Management Guide). Because of this requirement, collocation of these radios on existing towers is cost prohibitive and therefore not considered a viable option.

The poles will be purchased and installed by the Grand Island Utilities Department. They will ensure that the proposed pole will meet the Building Code and all other construction standards set forth by the City Code and federal and state law applicable to ANSI standards.

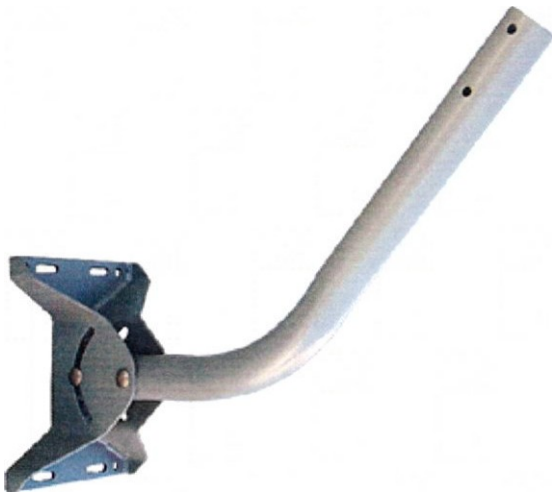
Attachment 3:

The red line indicates the desired location for the pole at Fire Station 4 – 3690 W. State

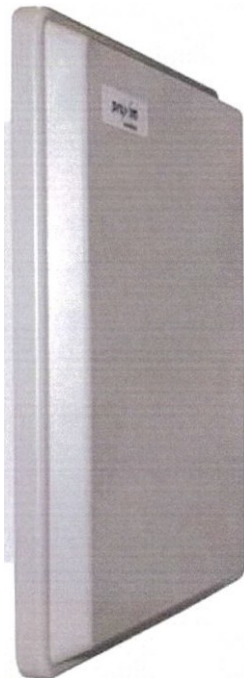


Attachment 5:

This is the mount that will be used on each of the utility poles.



This is the radio that will be mounted at each location at the top of the Utility pole. The antenna is built into the radio. The dimensions are: 14.5 x 14.5 x 4.2 inches.





City of Grand Island

Tuesday, September 11, 2012

Council Session

Item E7

**Public Hearing on Request from the City of Grand Island for a
Conditional Use Permit for Installation of a Wooden Pole to Mount
a Radio for Wireless Network Communications Located at 3168
West Stolley Park Road**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: September 11, 2012

Subject: Request of Grand Island Information Technology Division, Representing Grand Island Fire and Parks Departments requesting approval of a Conditional Use Permit to construct a telecommunication tower at 3168 W. Stolley Park Road

Item #'s: E-7 & H-4

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for the construction of a 60 foot utility pole at the existing Grand Island Cemetery site to accommodate wireless radio equipment to facilitate network communications between City Departments.

The property is currently zoned M-2 Heavy Manufacturing, the Grand Island Zoning Code requires that all telecommunication towers receive the approval of City Council in the form of a conditional use permit prior to construction.

The intent of the tower and telecommunication facilities and antenna regulations are to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

Discussion

The City code specifies eight items to be submitted with the application for a tower development permit, all of those items have been submitted, with the exception of;

1). the engineering of the tower and foundation design, and, 2). a building permit application for the proposed tower. It appears reasonable to exclude the submittal of an engineered design as City Utility will provide the installation of the utility pole, and the application for a building permit will need to be submitted only after the City Council has approved the location.

Information attesting to an effort to collocate with any tower within a one mile radius has been submitted by the applicant. There were five tower locations noted within the one mile radius of the proposed site. Based on the proposed use it does not appear feasible at this time to seek collocation.

The location of this proposal does not appear to create any negative impact on the neighboring properties.

Alternatives

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the conditional use permit, finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the conditional use to meet the wishes of the Council
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

Recommendation

City Staff recommends that the Council approve the request for a conditional use permit to construct this telecommunication tower, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.



Non-Refundable Fee: \$1,000.00

Return by: _____

Council Action on: _____

(Grand Island Cemetery)

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Installation of a wooden pole to mount a radio for wireless network communications.
2. The owner(s) of the described property is/are: City of Grand Island
3. The legal description of the property is: Grand Island City Cemetery Add to The City Of Grand Island Pt North Portion
4. The address of the property is: 3168 W. Stolley Park Rd
5. The zoning classification of the property is: M2-Heavy Manufacturing Zone
6. Existing improvements on the property is: Service Garage and Office
7. The duration of the proposed use is: Indefinite
8. Plans for construction of permanent facility is: N/A
9. The character of the immediate neighborhood is: Commercial/Public
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: To install a wooden 60' pole to mount wireless radio equipment for network communications

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

8/22/12
Date

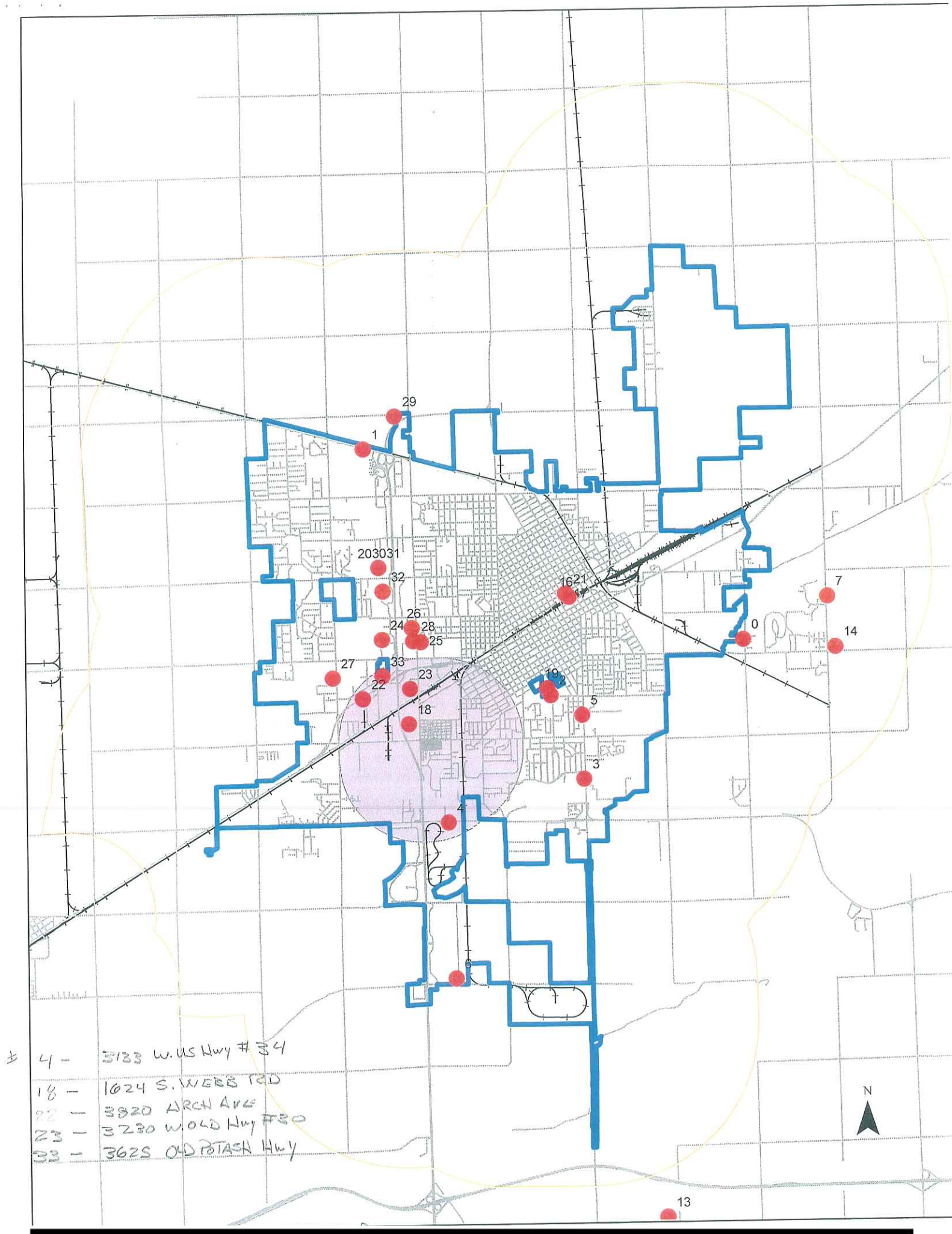
Robyn Splattorsson
Owners(s)

385-5444 ext 188
Phone Number

100 E 1st St
Address

Grand Island NE 68801
City State Zip

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



INTEROFFICE MEMORANDUM



*Working Together for a
Better Tomorrow. Today.*

DATE: August 31, 2012

TO: Craig Lewis, Building Department Director

FROM: Robyn Splattstoesser, IT Manager

RE: Application for Conditional Use Permits

It is the intent of the City of Grand Island Information Technology Division to install four 60 foot wooden poles for the purpose of supporting wireless communication equipment. The communication equipment will be used to upgrade the connection to remote city facilities and improve the City's wide area network.

All poles will be placed alongside the following existing city owned buildings: Fire Station 2 (attachment 1), Fire Station 3 (attachment 2), Fire Station 4 (attachment 3), and the Grand Island Cemetery Office (attachment 4). Each pole will host one Tsunami MP-8150-SUR-100 radio with an integrated antenna. The Radio/Antenna will be 14.5" x 14.5" x 4.2" (See attachment 5). Due to DC power requirements, the total length of cabling between the computer equipment and the radios cannot exceed 330 feet (pg. 15 of Tsunami MP-8100 Series Installation and Management Guide). Because of this requirement, collocation of these radios on existing towers is cost prohibitive and therefore not considered a viable option.

The poles will be purchased and installed by the Grand Island Utilities Department. They will ensure that the proposed pole will meet the Building Code and all other construction standards set forth by the City Code and federal and state law applicable to ANSI standards.

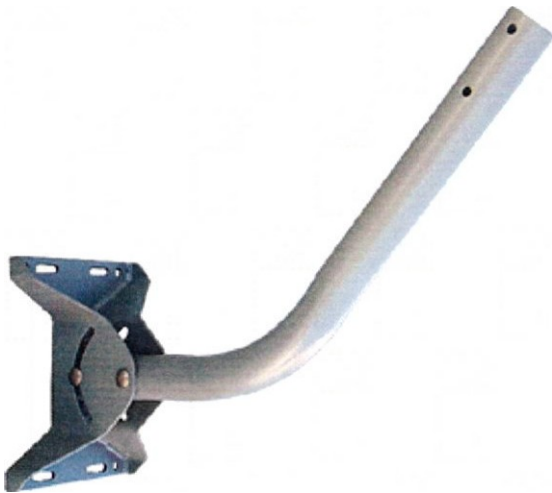
Attachment 4:

The red line indicates the desired location for the pole at the Grand Island City Cemetery – 3168 W Stolley Park Rd.

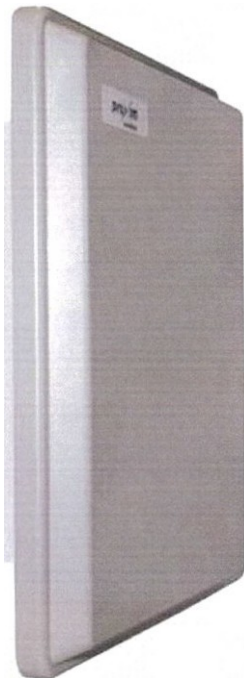


Attachment 5:

This is the mount that will be used on each of the utility poles.



This is the radio that will be mounted at each location at the top of the Utility pole. The antenna is built into the radio. The dimensions are: 14.5 x 14.5 x 4.2 inches.





City of Grand Island

Tuesday, September 11, 2012

Council Session

Item E8

**Public Hearing on Acquisition of Utility Easement - 151 East
Capital Ave. (Merrick Co.) - Medbery & Peterson**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 11, 2012

Subject: Acquisition of Utility Easement – 151 East Capital Avenue – Medbery & Peterson

Item #'s: E-8 & G-5

Presenter(s): Timothy Luchsinger, 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 George Medbery and Douglas Peterson, located at 151 East Capital Avenue, east of Gunbarrel Road, in Merrick County, Nebraska, 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 conduit, primary electrical cable and a single phase pad-mounted transformer to provide electrical service to a new home now under construction.

Alternatives

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

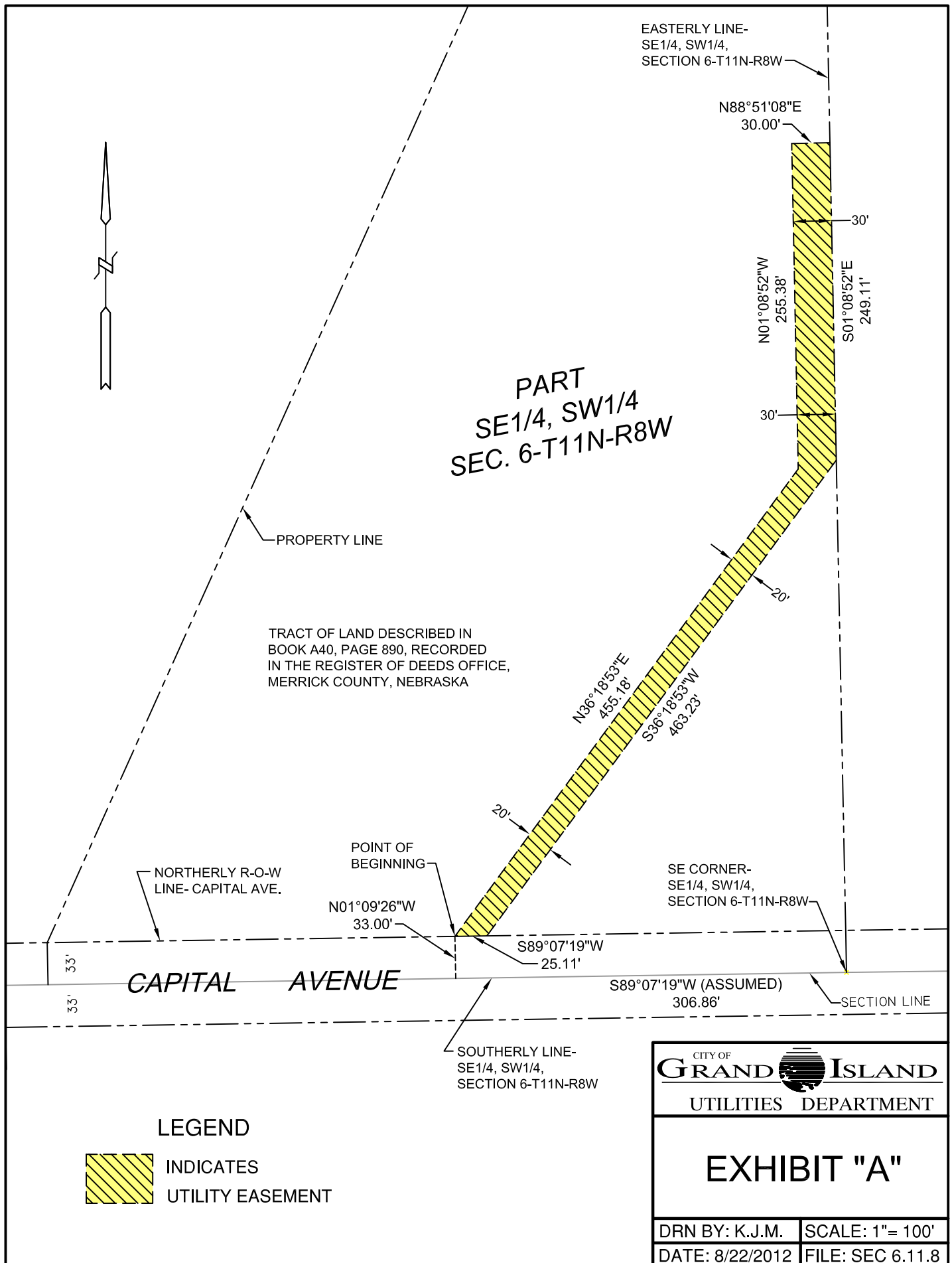
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, September 11, 2012

Council Session

Item E9

**Public Hearing on Acquisition of Utility Easement - 518 East
Capital Avenue - Capital Mobile Home Park, LLC**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: September 11, 2012

Subject: Acquisition of Utility Easement – 518 East Capital Avenue –
Capital Mobile Home Park, LLC

Item #'s: E-9 & G-6

Presenter(s): Timothy Luchsinger, 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, Capital Mobile Home Park, LLC, located at 518 East Capital Avenue, in the City of Grand Island, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The overhead electrical lines in Capital Mobile Home Park are 50 to 60 years old and are in need of replacement. Over the years the mobile homes have increased in size causing the Park to rearrange them to fit within the confines of the Park. By doing so, the easement across the Park needs to change location slightly to stay in a clear area. This easement will effect that change.

Alternatives

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

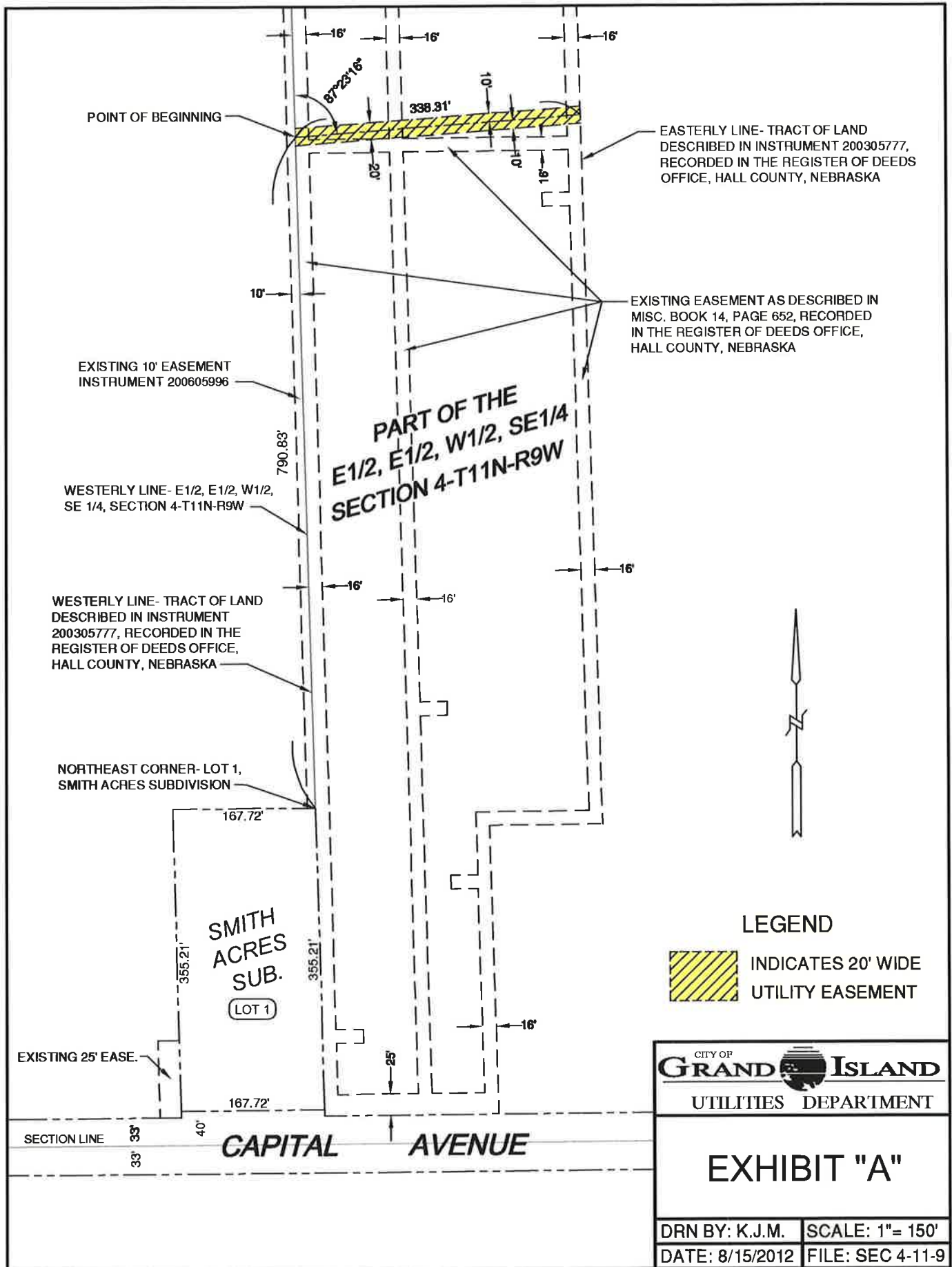
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, September 11, 2012

Council Session

Item E10

**Public Hearing on General Property, Parking District #2 (Ramp),
and Community Redevelopment Authority (CRA) Tax Request**

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 11, 2012

Subject: Public Hearing and Resolution Approving General Property, Parking District No. 2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request

Item #'s: E-10 & I-5

Presenter(s): Jaye Monter, Finance Director

Background

Nebraska State Statute 77-1601-02 requires that the City of Grand Island conduct a public hearing to set property tax requests. Our general property tax request increased from \$7,970,431 for Fiscal Year 2011-2012 to \$8,157,816 for Fiscal Year 2012-2013, an increase of \$187,385. This increase is related to the increased valuation of \$2,517,067,460 for Fiscal Year 2012-2013 compared to \$2,459,250,522 for Fiscal Year 2011-2012. The levy for the general property tax remains at .3241 for 2012-2013.

The property tax request for Parking District No. 2, also known as the Parking Ramp (Fund 271), remains the same for Fiscal Year 2012-2013. The property tax request is \$8,000. The levy for Parking District No. 2 decreased by 1.5% from .019566 to .019254; due to the district's valuation increase of 1.6%. This is the tenth consecutive year that the tax asking has been reduced or held the same for the Parking Ramp.

The property tax request for the Community Redevelopment Authority increased from \$639,405 for FY2011-2012 to \$654,437 for FY2012-2013. This increase is related to the same increased valuation listed above for the general property tax. The general operating mill levy for FY2012-2013 will remain at .017742 and the additional .008258 levy request will be used to finance the bond payments for Lincoln Pool.

Discussion

The City Council needs to pass a resolution by majority vote setting the property tax request for the general property tax at \$8,157,816; the Parking District No. 2 property tax at \$8,000; and the Community Redevelopment Authority property tax at \$654,437. The property tax request was published in the Grand Island Independent on September 6,

2012. It is appropriate at this time to solicit public comment. The action is contained under Resolutions.

Alternatives

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

1. Approve the General Property, Parking District No. 2 and Community Redevelopment Authority (CRA) tax requests.
2. Modify the Budget and tax requests.

Recommendation

City Administration recommends that the Council approve the tax requests and levies as presented.

Sample Motion

Move to approve the FY2012-2013 General Property, Parking District No. 2 and Community Redevelopment Authority (CRA) tax requests and levies, as presented in the related Resolution.



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item E11

Public Hearing on Establishing the Rates for the General Occupation Tax for Downtown Parking District No. 1

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 11, 2012

Subject: Consideration of Amending City Code Chapter 13-3
Relative to Tax Rate for Downtown Improvement and
Parking District No. 1

Item #'s: E- 11 & F-2

Presenter(s): Jaye Monter, Finance Director

Background

This request is the annual Council action to establish the occupation tax that supports the budget for Downtown Improvement and Parking District No. 1. Assessments in this district are based upon an occupation tax on the public space of the businesses operating within the District and are ordinarily paid by the business occupants of the space. This district has been in place since 1975, and is primarily focused on physical improvements and maintenance of public parking lots and green areas and other activities as allowed by NE. Rev. Statutes 19-4016-4038.

Discussion

The FY 2012-2013 occupation tax factor is \$.1511 per square foot of public use space, with a minimum annual fee of \$113.85. Total non-exempt footage in the District is 240,615 which would provide of occupation taxes of \$39,985.78

Alternatives

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

1. Approve the amendment to the City Code.
2. Modify the amendment to meet the wishes of the Council.
3. Deny the amendment.

Recommendation

City Administration recommends that the Council approve the amendment to City Code.

Sample Motion

Move to approve the Amendment to City Code Chapter 13-3 relative to the tax rate for the Downtown Improvement and Parking District No. 1.

CITY OF GRAND ISLAND
NOTICE OF PUBLIC HEARING

The City Council of the City of Grand Island, Nebraska, announces the following Public Hearing to be held at 7:00 pm on September 11, 2012, in the Council Chambers of City Hall, 100 East First Street, Grand Island, Nebraska.

The purpose of the hearing is as follows:

1. To establish the annual rates of the general license and occupation tax and classification of business for Downtown Improvement & Parking District #1;
2. The proposed annual rate of the general license and occupation tax and classification of business area is as follows:
 - A. \$00.1511 cents per square foot public use floor space upon all space used for business and professional offices in the district: Provided,
 - B. \$113.85 minimum annual tax for any single business or professional office should the tax rate under A above be less than 729 square foot public use floor space.
3. The general purpose of this occupation tax is for the purpose of maintaining and improving the public parking lots and other public spaces in the downtown area, employing of maintenance contractors, snow removal from downtown parking lots and adjacent sidewalks, weed control, pest control, parking monitoring, alleyway improvement, streetside amenities and supervisory for staff for the Downtown Improvement and Parking District #1.

The hearing will be open to the public and citizens and interested persons will be heard.

The name of the occupant, the address of the business and the proposed tax amounts are as follows:

Business Name	Address	Amount
Vacant Property	123 E South Front St	-
Williamson's Interiors	115 E South Front St	419.15
Wayne Cyclery	309 N Pine St	669.52
Island Pool & Spa	102 E 3rd St	135.84
Coney Island Cafe	104 E 3rd St	113.85
Williamson's Interiors	116 E 3rd St	1,945.87
Chicken Coop	118-120 E 3rd	209.73
Nathan Expansion	320 N Pine	716.06
Nathan Detroit	316 N Pine St	654.26
Johnnys Lock & Key Shop	314 N Pine St	113.85
Brunswick Station	312 N Pine St	113.85
J Alfred Prufrock	308-310 No Pine	120.28
Crane River	102 W 3rd St	113.17
Tom Ziller	104 W 3rd St	-

The Dance Company	104-106 W 3rd St	414.92
Tattered Book	108-110 W 3rd St	529.61
Prairie Winds Art Center	112 W 3rd St	197.19
Master Stylists	114 W 3rd St	225.74
The Chocolate Bar - Vacant	118 W 3rd St	140.98
Buenos Dias Nebraska	120 W 3rd St	112.27
Packer's Sanitation Services Inc	122 W 3rd St	113.85
Sonja Schultz Photography	124 W 3rd St	113.85
Ed D Jones Co/Matt Armstrong	307 N Locust St	113.85
Office Net	313 N Locust St	476.87
Axis Capital/Downtown Center LLC	308 N Locust #100	441.21
Bradley, Emerton, Ellsbern, Ander	202 W 3rd St	350.25
Vacant Property	202 W 3rd St	-
Kruse & Happold	202 W 3rd St #312	149.14
Mid State Appraisal	202 W 3rd St #303	113.85
Edward D Jones/Terry Pfeifer	308 N Locust #304	113.85
Corban Communications/No Pub Access	202 W 3rd St	-
Shamberg , Wolf, McDermott, Depue, Attny	202 W 3rd St 5Th Floor	262.01
Mayer, Burns, Koenig & Janulewicz	202 W 3rd St #306	158.66
Abbey Carpet N More	210 W 3rd St	668.47
Heartland Antique Mall	216 W 3rd St	1,391.63
1/2 Price Furniture	220 W 3rd St	511.32
Vacant Property	220 1/2-221 1/2 W 3rd St	-
Insurance Store	224 W 3rd St	113.85
Wells Fargo Bank Site # 101323	304 W 3rd St	1,192.63
JEO Consulting	308 W 3rd St	283.01
Vacant Property Upstairs	308 W 3rd St	-
JEO Consulting/Vacant Upstairs	312 W 3rd St	-
Grand Theatre (Non Profit) Exempt	316 W 3rd St	-
Iglesia Evangelicia Redencion Church	318 W 3rd St	-
Time After Time	324 W 3rd St	132.21
William Ziller / Vacant	307 1/2 N Walnut St	-
William Ziller /Vacant	305 1/2 N Walnut St # 212	-
The Alteration Place	307 N Walnut St	113.85
Ed & Nets/Ruffs Bar Inc	311 N Walnut St	113.85
Alcoholics Anonomors	309 N Walnut St	-
Ready Cash/General Collection	402 W 3rd St	313.53
Vacant Property	404 W 3rd St	-
Oromex Jewelers	406 W 3rd St # A	113.33
Oromex Jewelers	406 W 3rd St # B	131.00
Iglesia Profetica Y Misionera	408 W 3rd St #B	-
Vacant	408 W 3rd St	-
Sin City Grill	410 W 3rd St	258.38
Furniture And Decor	412 W 3rd St	113.85
Oromex Furniture	414 W 3rd St	113.85
Maximus Car Audio & Rims	416 W 3rd St	158.96
Us Bank	422 W 3rd St	1,631.28
Sherwin Williams #3674	502 W 3rd St	903.43

Nana'S Country Quilt	506 W 3rd St	113.85
Nanny Goat Antiques	508 W 3rd St	219.10
Mision Christiana Amor Y Fe	516 W 3rd St	-
Larry's Appliance	518 W 3rd St	113.33
Primitive Touch Antique Warehouse	520 W 3rd St	650.33
Vacant Property	524 W 3rd St	-
Rasmussen & Assoc Advertising	213 E 3rd St	113.85
Alvin Alms CPA	207 N Pine St #101	153.67
Dr. Jerry Denton	207 N Pine St #106	113.85
Vacant Property	207 N Pine St #102	-
John C Meidlinger	207 N Pine St Rm 100	113.85
Vacant Property	207 N Pine St #108	-
Vacant Property	207 N Pine #105	-
Vacant Property	207 N Pine #107	-
Azteca Market	103 W 3rd St	1,149.87
Anderson Law Firm	113 W 3rd St	240.10
The Brickhouse	115 - 117 W 3rd St	381.38
Vacant Property	119 W 3rd St	-
Heartland Insurance Agency	121 W 3rd St-No Public Usage	-
Vacant Property	123 W 3rd St	-
Vacant Property	217 N Locust St	-
The Costume Gallery	215 N Locust St	-
Vacant Property	213 N Locust St	-
Vacant Property	215 N Locust	-
Silhoutte	203 N Locust St	127.23
Silo	201 N Locust St	150.65
Bartenbach's Interiors	209-211 N Locust St	326.07
Manyang Ryah	205 N Locust St	113.85
Bartenbach Galleries	207 N Locust	143.24
American Tax Company	116 W 2nd St	113.85
Interpretaciones Rivera/Libreria	112 W 2nd St	113.85
Vacant Property	110 W 2nd St	-
This That And More	201 - 205 W 3rd St	554.08
Aufdemberge Architecture	207 W 3rd St #A	113.85
Legal Aid Of Nebraska	207 W 3rd St	123.15
Connie Swanson Photography	209 W 3rd St	197.94
Phillips Tax & Business Service	211 W 3rd St	226.20
Alley Cat Antiques	213 W 3rd St	165.00
Iglesia Evangelica Pentecostes	215 W 3rd St	-
Sweet Dreams Lingerie	217 W 3rd St	281.20
Clutter Bug Antiques	219 W 3rd St	326.38
The Bartering Corner (Vacant)	223 W 3rd St	-
Dulce Maria Diaz Gonzalez-Herbalife	205 N Wheeler	246.60
South Central Taekwando	207-209 N Wheeler	305.37
TNT Video Production	211 N Wheeler Ave	134.48 113.85 ⁽¹⁾
Gelous Nails	206 W 2nd St	113.85
Third City Taekwondo	210-212 W 2nd St	352.52
MDM Pest & Termite Control	202 N Locust St	174.52

(1) Square footage Adj

[Signature] 4.12

Majestic Treasures	216 W 2nd St	558.47
Vacant Property-Lower Level	216 W 2nd St	-
Vacant Property	218 W 2nd St	-
GI Ink	220 W 2nd St	113.85
A+ Nail Academy	222 W 2nd St	113.85
Attorney Jon Placke	224 W 2nd St	120.88
Abante Marketing	204 N Locust St	240.85
Economic Development Corp	308 N Locust #400	113.85
Martha's Creations	214-216 N Locust St	295.55
Milestone Gallery	301 W 3rd St	231.03
Howards Jewelry	303 W 3rd St	157.60
Josephs College Of Beauty	305 W 3rd St	207.31
Vacant Property	309 W 3rd St	-
Heart Of The Country	311 W 3rd St	211.54
Blue Moon Coffee House	313 W 3rd St	-
313 Cafe & Cream	313 W 3rd St	-
Vacant Property	313 W 3rd St	-
Vacant Property	315 W 3rd St	-
Railroad Town Antique Mall	319 W 3rd St	1,039.87
Donna's Fashions-No Pub Usage	206 N Wheeler	-
Donna's Fashions	208 N Wheeler Ave	145.51
Unity Hall	210 N Wheeler Ave	167.72
Mystique Salon & Spa	212 N Wheeler Ave	170.44
Vacant Property	401 W 3rd St	-
James Beltzer / Vacant	411 W 3rd St	-
Masonic Temple Craft Assn	417 W 3rd St	-
Iglesia Christiana Ministerio	423 W 3rd St	-
St Stephens Community Center	410 W 2nd St	-
American Family Insurance	204 N Walnut St	129.79
Dana F Cole & Co	503 W 3rd St	267.75
Yard Art	509 W 3rd St	-
Vacant Property	511 W 3rd St	-
Advanced Convergence Technologies	513 W 3rd St	241.76
Northwestern Energy	515 W 3rd St	699.29
Midwest Respiratory & Rehab	523 W 3rd St	113.85
Premeir Barber Studio/Art Anson	523 W 3rd St	113.85
Cunningham & Blackburn	222 N Cedar St	257.78
Baasch Realty & Insurance	216 N Cedar St	113.85
Vacant Property	113 W 2nd St	-
KGIN (KOLN) TV	123 N Locust St #G	303.86
Vacant Property	123 N Locust #201-C	-
Equitable Bldg & Loan Assn Of GI	113 N Locust St	619.21
Attorney Agobada/Derek Mitchell	102 N Locust St	113.85
Monument Advisors	104 N Locust St	114.38
D Huston,J Higgins,J Ramirez	108 N Locust	192.35
Qwest Attn: Denise Muhich	214 W 1st St	352.21
Credit Management	105 N Wheeler	113.85
Central Ne Council On Alcohol	217 W 2nd St	-

Central Ne Council On Alcohol	219 W 2nd St	-
Birthright, Inc	221 W 2nd St	113.85
Vacant Property	115 N Wheeler Ave	-
Vacant Property	117 N Wheeler Ave	-
Vacant Property	119 N Wheeler	-
Las 3 B	115 1/2 N Wheeler Ave	113.85
New Life Community Church	301 W 2nd St	-
Chamber Of Commerce	309 W 2nd St	589.14
Ron Trampe CPA	313 W 2nd St	118.61
Seventh Day Adventist Church	315 W 2nd St	-
Vacant Property	317 W 2nd St	-
U S Central Corp	321 W 2nd St	120.88
Bitchin Bobs Body Piercing	111 N Walnut St	184.34
Bonzai Beach Club	107 N Walnut St	312.32
The Farmers Daughter Cafe	105 N Walnut St	158.96
Leininger, Smith Law Firm	310 W 1st St (Storage)	-
Leininger, Smith Law Firm	104 N Wheeler Ave	585.06
Vacant Property	112 N Wheeler Ave	-
Heartland School Of Dance	110 1/2 N Wheeler Ave	293.44
Midtown Barber Shop	110 N Wheeler Ave	113.85
G I Daily Independent	422 W 1st St	230.28
G I Daily Independent	403 W 2nd St	168.93
G I Daily Independent	416 W 1st St	556.95
Liederkrantz Society	403 W 1st St	1,861.55
Yancey Rental Pool	123 N Locust St # F	-
Equitable Planning & Investments	119 W 2nd St	-
Vacant Property	106 E 3rd	-
Just Desserts	206 N Locust	113.85
Vacant Property	208 N Locust	-
GI Federation Of Labor Temple	210 N Walnut	-
General Collection	310 N Walnut	113.85
Boost Mobile	223 W 2nd St	113.85
Balz Reception	213 N Sycamore St	895.42
On The Avenue Antiques & Art	322 W 3rd St	113.85
The Harmony Room	315 N Wheeler	118.61
TOTAL		40,006.41

Publish three times:

August 17, 2012
August 24, 2012
August 31, 2012

Squire Footage
Ad;

<20.63>

39,985.78

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9.4.12



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item E12

Public Hearing on Proposed FY 2012-2013 Community Redevelopment Authority (CRA) and City of Grand Island Budget

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 11, 2012

Subject: Consideration of Approving FY2012-2013 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

Item #'s: E-12 & F-1

Presenter(s): Jaye Monter, Finance Director

Background

Public Hearings were held on August 21 and August 28, 2012 to receive public input relative to the proposed FY2012-2013 Annual Single City Budget. Prior to the Public Hearings, several budget study sessions were held to review the proposed budget in detail.

Discussion

The following action relative to the budget is included on tonight's agenda:

- Consideration of the FY2012-2013 Annual Single City Budget, The Annual Appropriations Bill, including Addendum #1 (changes made during the August 21 and 28 public hearing meetings).
- The only change Council will see on Addendum #1 that was not voted upon or discussed is the need to increase revenues by \$16,000 and increase expenditures by \$16,000 at the Fieldhouse. The 2011-2012 budget was the first year for the State Fair Fieldhouse Parks and Recreation building. Upon further review of the first year operating results for the Fieldhouse, an increase of \$16,000 for both revenue and expenditures is warranted to better represent the income and expense needs of the Fieldhouse.

		2012	2012	2013
		Budget	Forecast	Budget
Fieldhouse Revenue		146,994	187,098	200,444
Fieldhouse Expenditures		176,844	193,804	196,147
	Profit (Loss)	(29,850)	(6,706)	4,297

Included in the FY 2012-2013 Annual Single City Budget is the designation of \$100,000 to the Grand Generation Center for capital improvements. A recent meeting held on August 30 included individuals from the City Council, the County Board, the Grand Generation Center Board and the Grand Generation Center. A draft of a proposed contract agreement between the City of Grand Island and the Senior Citizens Industries, Inc. outlining responsibilities, compensation, terms and limitations is presented to the public and Council tonight for discussion.

Other related items to be considered by the City Council at tonight's September 11, 2012 meeting include approving the resolution to set the property tax asking for the FY2012-2013 General All Purpose Property Tax, Community Redevelopment Authority (CRA) Tax and Parking District No. 2 Tax levies, along with the approval of the 2012-2013 Fee Schedule and the approval of the 1% increase in the City's restricted revenue authority.

The ordinance known as "The Annual Appropriations Bill" must be approved 15 days prior to the start of the City of Grand Island new fiscal year, October 1, 2012. The budget documents must be submitted to the State of Nebraska and to Hall County on or before September 20, 2012.

Alternatives

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

1. Approve the Annual Single City Budget and Addendum #1.
2. Modify the Budget to meet the wishes of the Council.

Recommendation

City Administration recommends that the Council approve the budget and addendum as presented.

Sample Motion

Move to approve the FY2012-2013 Annual Single City Budget, The Annual Appropriations Bill, including Addendum #1.

**FISCAL YEAR 2012-2013 CHANGES TO PROPOSED BUDGET
APPROPRIATIONS & TRANSFERS**

Addendum #1

9/11/2012

<u>FUND</u>	<u>DEPARTMENT</u>	<u>CHANGE</u>	<u>Acct #</u>	INCREASE (DECREASE) FUND APPROPRIATION
General	Police	Increase Law Enforcement		760,096
General	Fire & Ambulance	Decrease Capital Request		(372,500)
General	Parks and Rec	Fieldhouse Increase Expenditures (revenue increase by \$16,000)		16,000
General	Library	Decrease Personnel Costs (full-time positions to part-time)		(54,947)
General	Library	Decrease Capital Request-Fiber		(35,000)
General	Non-department	Decrease Contingency Expense		(100,000)
CHANGE IN APPROPRIATION				213,649
PROPOSED APPROPRIATION				36,886,970
AMENDED APPROPRIATION				37,100,619

General	Non-department	Decrease transfer to Capital Improvements Fund-(excess cash)		(130,000)
CHANGE IN TRANSFERS OUT				(130,000)
PROPOSED TRANSFERS OUT				2,242,112
AMENDED TRANSFERS OUT				2,112,112

310 Fund	Debt Service Fund	Eliminate Wood River Control Bond Pymts	31050157	(276,115)
CHANGE IN APPROPRIATION				(276,115)
PROPOSED APPROPRIATION				1,488,270
AMENDED APPROPRIATION				1,212,155

2013 Summary of Changes to Proposed Budget Appropriations & Transfers

GENERAL FUND APPROPRIATION	213,649
GENERAL FUND TRANSFERS OUT	(130,000)
DEBT SERVICE FUND APPROPRIATION	(276,115)
CHANGE IN APPROPRIATIONS & TRANSFERS	(192,466)
PROPOSED APPROPRIATIONS & TRANSFERS	184,814,950
AMENDED APPROPRIATIONS & TRANSFERS	184,622,484

City of Grand Island
Changes to 2012 Forecast and 2013 Ending Cash Balances

	<u>2012 Forecast</u>	<u>Reason</u>	Page 1
Gen Fund	<u>(774,000)</u> Cash Increase (Decrease) 2012	Transfer from General Fund to Debt Service Fund Retire Wood River Control Bond Debt	
	774,000	Transfer from General Fund to Debt Service Fund Retire Wood River Control Bond Debt	
	(765,000)	Principal	
	(8,700)	Interest	
	(300)	Fee	
Debt Service			
310 Fund	<u>-</u> Cash Increase (Decrease) 2012		
	<u>(774,000)</u> All Funds 2012 Forecast Cash Increase (Decrease)		

	<u>2013 Budget</u>	<u>Reason</u>
Gen Fund	89,688	General Fund Property Taxes Valuation Increase
	275,019	General Fund Property Taxes Wood River Control Bonds
	(760,096)	Police Department-Increase Law Enforcement
	372,500	Fire & Ambulance-Decrease Department Capital Requests
	54,947	Library-Decrease Personnel Cost-Full time to part-time positions
	35,000	Library-Decrease Department Capital Requests
	100,000	Non-department-Decrease Contingency Expense
	16,000	Fieldhouse-Increase Revenues
	(16,000)	Fieldhouse-Increase Expenses
	130,000	Decrease Transfer to Capital Improvements 400 Fund
Gen Fund	<u>297,058</u> Cash Increase (Decrease) 2013	
Debt Service	250,000	Eliminate Bond Payment-Wood River Control Bonds-Principal
	25,615	Interest
	500	Fees
	(275,019)	Debt Service Property Taxes Wood River Control Bonds
Debt Service		
310 Fund	<u>1,096</u> Cash Increase (Decrease) 2013	
	(130,000)	Reduce Transfer received from General Fund
Capital		
Improvements		
400 Fund	<u>(130,000)</u> Cash Increase (Decrease) 2013	
	<u>168,154</u> All Funds 2013 Budget Cash Increase (Decrease)	

City of Grand Island
Changes to 2012 Forecast and 2013 Ending Cash Balances

Page 2

Summary of Changes

(774,000) All Funds 2012 Forecast Cash Increase (Decrease)

168,154 All Funds 2013 Budget Cash Increase (Decrease)

(605,846) All Funds 2012 Forecast/2013 Budget Cash Increase (Decrease)

Recap of Cash Increase (Decrease) by Fund:

(476,942) General Fund

- Special Revenue Funds

1,096 Debt Service Fund

(130,000) Capital Projects Fund

- Special Assessments Funds

- Enterprise Funds

- Internal Service Funds

- Agency Funds

(605,846)

DRAFT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2014~~2~~, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as “City”, and **SENIOR CITIZENS INDUSTRIES, INC.**, a Nebraska non-profit corporation, hereinafter referred to as “SCI”.

WHEREAS, the City is authorized pursuant to Neb. Rev. Stat. §16-255 to contract with state agencies, political subdivisions, and private non-profit agencies to plan, initiate, operate, maintain, administer funding for, and evaluate facilities, programs and services designed to meet the needs of elderly persons; and

WHEREAS, SCI provides a variety of services to elderly and handicapped individuals; and

WHEREAS, the City desires to contract with SCI to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and SCI agree as follows:

1. **Responsibilities.** SCI agrees to provide the equipment, buildings, utilities and goods including food to provide services to elderly and handicapped individuals.

2. **Compensation.** In consideration of SCI performing the services provided for in this agreement, the City agrees to compensate pay SCI ~~Six Thousand and No/100 Dollars (\$6,000.00)~~ pursuant to the following terms. Such payment to be paid upon the execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

a. Prior to June of each year, SCI shall submit an annual capital improvement plan to the Grand Island City Council for approval. Said plan shall be for the upcoming fiscal year running from October 1 to September 30. Said plan shall include proposed improvements to the building, equipment, and grounds utilized by SCI to provide services to elderly and handicapped individuals pursuant to this Agreement.

b. Upon approval of the capital improvement plan as stated above, the City will annually pay SCI up to One Hundred Thousand Dollars (\$100,000.00) for capital improvements to the building, equipment, and grounds used by SCI to provide services to elderly and handicapped individuals. The amount of this appropriation will be based solely on the capital improvement plan submitted by SCI.

c. Any funds appropriated by the City can only be spent by SCI during the fiscal year for which they are appropriated. SCI is prohibited from building a cash balance and any unspent funds must be returned to the City at the end of the fiscal year.

d. "Capital Improvement" is hereby defined as an expense in excess of Ten Thousand Dollars (\$10,000.00) and not part of the normal maintenance of a building, equipment, or grounds.

3. **Liaison.** The City shall designate a member of the Grand Island City Council to serve as a liaison to SCI by sitting on that organization's Board of Directors as a non-voting member. This appointment will be made by the Mayor with the approval of the Grand Island City Council.

34. **Term.** This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 20127.

45. **Limitation.** SCI hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated in their ~~budget presentation for the 2011-2012 fiscal year~~ annual capital improvement plan pursuant to the terms of paragraph 2 of this Agreement.

56. **Entire Agreement.** This agreement constitutes the entire agreement between the City and SCI notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

SENIOR CITIZENS INDUSTRIES, INC.,
a Nebraska non-profit corporation,

By: _____
Theresa Engelhardt, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2014², before me, the undersigned, a Notary Public in and for said County and State, personally appeared Theresa Engelhardt, Executive Director of the Senior Citizens Industries, Inc., a Nebraska Non-Profit Corporation, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item F1

#9397 - Consideration of Approving FY 2012-2013 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

This item relates to the aforementioned Public Hearing item E-12.

Staff Contact: Jaye Monter

ORDINANCE NO. 9397

An ordinance known as “The Annual Appropriation Bill” of the City of Grand Island, Nebraska, to adopt the proposed budget statement pursuant to the Nebraska Budget Act, as amended by Addendum #1 for the fiscal year commencing October 1, 2012 and ending September 30, 2013 to provide for severability; 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. An appropriation is hereby made for the ensuing fiscal year to defray all necessary expenses and liabilities of City departments, funds and operations. The object and purpose of the appropriation shall be to pay for any and all necessary expenses and liabilities for the following departments, fund and operations.

Funds	Expenditures	Transfers	Total Appropriation
General	37,100,619	2,112,112	39,212,731
Permanent Funds	0	0	0
Special Revenue	8,566,348	5,284,500	13,850,848
Debt Service	1,212,155	0	1,212,155
Capital Projects	4,594,067	0	4,594,067
Special Assessments	0	710,000	710,000
Enterprise	110,092,308	663,286	110,755,594
Internal Service	10,168,846	23,000	10,191,846
Agency	1,201,355	0	1,201,355
Trust	2,279,000	614,888	2,893,888
Total Appropriation			
All Funds	175,214,698	9,407,786	184,622,484

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney

ORDINANCE NO. 9397 (Cont.)

SECTION 2. The proposed budget statement pursuant to the Nebraska Budget Act, is hereby amended by Addendum #1 attached hereto and approved and adopted for the fiscal year beginning October 1, 2012 and ending September 30, 2013.

SECTION 3. If any section, subsection or any other portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent, and such holding shall not affect the validity of the remaining portions thereof.

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

Enacted: September 11, 2012

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item F2

#9398 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement and Parking District No. 1

This item relates to the aforementioned Public Hearing item E-11.

Staff Contact: Jaye Monter

ORDINANCE NO. 9398

An ordinance to amend Chapter 13 of the Grand Island City Code; to amend Section 3 pertaining to the annual rate of the general license and occupation tax and classification of businesses; to repeal Section 3 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 13-3 of the Grand Island City Code is hereby amended to read as follows:

§13-3. Tax Rate

The annual rate of the general license and occupation tax and classification of businesses shall be as follows:

- (1) \$00.1511 per square foot floor space upon all space used for business and professional offices in the district; provided,
- (2) \$113.85 minimum annual tax for any single business or professional office should the tax rate under (1) above be less than \$113.85.

Amended by Ordinance No. 8839, effective 10-1-2003
Amended by Ordinance No. 8934, effective 10-1-2004
Amended by Ordinance No. 9004, effective 10-1-2005
Amended by Ordinance No. 9139, effective 10-1-2007
Amended by Ordinance No. 9185, effective 10-1-2008
Amended by Ordinance No. 9234, effective 10-1-2009
Amended by Ordinance No. 9270, effective 10-1-2010
Amended by Ordinance No. 9319 effective 10-1-2011
Amended by Ordinance No. 9398, effective 10-1-2012

SECTION 2. Section 13-3 as now existing, 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.

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney

ORDINANCE NO. 9398 (Cont.)

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

Enacted: September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item F3

#9399 - Consideration of Assessments for Business Improvement District #6, Second Street

This item relates to the aforementioned Board of Equalization item D-1.

Staff Contact: Jaye Monter

ORDINANCE NO. 9399

An ordinance to assess and levy a special tax to pay the 2012-2013 revenue year cost of Business Improvement District No. 6 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2012-2013 revenue year cost of Business Improvement District No. 6 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2012-2013 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Library Board Of Grand Island	Arnold & Abbott's Add To The City Of Grand Island All Lts 1-2-3-4 & Pt Lts 5-6-7-8 Blk 17 & Pt Vacated Washington St	-
J.J.A. Holdings LLC	Arnold & Abbott's Add Lt 5 xc State Blk 18	300.29
J.J.A. Holdings LLC	Arnold & Abbott's Add Lts 6-7-8 xc State Blk 18	890.82
JBWS Property Group Llc	Arnold & Abbott's Add Lt 2 xc State Row Blk 20 (Comp Railroad Add)	298.53
Staab Real Estate LLC	Arnold & Abbott's Add E 60' Lt 3 xc State Row Blk 20 (Comp Fr Lt 4 CO Sub 16-11-9)	267.84
Staab Real Estate LLC	Arnold & Abbott's Add W 6' Lt 3 & All Lt 4 xc State Row Blk 20 (Comp Fr Lt 4 C\Oo Sub 16-11-9)	327.29
1203 Partnership	Arnold Place Lt 1 xc State Row & All 2 Blk 3	593.28

Approved as to Form	September 7, 2012	City Attorney
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ORDINANCE NO. 9399 (Cont.)

Grand Island Womans Club Inc	Arnold Place Add To The City Of Grand Island Lts 1 & 2 xc State Blk 4	-
Apfel Funeral Home Inc	Arnold Place Lts 3-4 xc State & All Lt 5 & W 1/3 Lt 6 Blk 4	594.45
Waind Properties LLC	Baker's Add Pt W 1/2 Lt 7 & Pt Lt 6 Blk 10	365.18
Watkins/David H & Marilyn E	Baker's Add Pt E 1/2 Lt 7 Blk 10	113.00
Watkins/David H & Marilyn E	Baker's Add Pt Lt 8 Blk 10	236.52
Watkins/David H & Marilyn E	Baker's Add Pt Lt 9 Blk 10	231.66
Hogeland/Andy A	Baker's Add N 128.84' Lt 10 Blk 10	243.90
RSI Inc	Baker's Add Lts 1-2-3-4-5-8-9-10 & E 1/2 Lt 7 & 8' Strip Adj S xc State Blk 11	824.90
Elm Real Estate L C	Baker's Add Lt 6 & W 1/2 Lt 7 xc State Blk 11	362.88
Victoria Land Partners LP	Baker's Add Lts 5-6-7-8-9 xc State Blk 12	1,188.59
Saycocie/Meme	Baker's Add N 90.5' Lt 1 xc State Blk 14	243.18
Royle/Tina M	Baker's Add Lt 2 xc State Blk 14	233.87
Samson Trustee/Kelly	Baker's Add Lt 3 xc State Blk 14	233.60
J & B Rentals LLC	Baker's Add Lt 4 xc State Blk 14	231.66
Shuman/Rebecca R	Baker's Add N 1/2 Lt 5 xc State Blk 14	243.90
Sinclair Marketing Inc A Del Corp	Baker's Add Lts 1-2-3 Blk 15 Ex State	709.43
Clark/Robert V & Bonnie	Baker's Add Lt 4 xc State Blk 15	231.66
Daffodil LLC	Baker's Add Lt 5 xc State Blk 15	243.90
Daffodil LLC	Baker's Add Lts 1-2-3-4-5 xc City Blk 16	1,185.39
Gosda Car Wash LLC	Baker's Add Lts 1, 2 & 3 Blk 17~	709.83
Leaman/Michael & Ralisa	Baker's Add Lts 4 & 5 Blk 17	476.24
Albright/Cleo E	Kernohan & Decker's Add W 20' Of Lt 6 & All Lt 5 xc State Row Blk 10	387.00
Casey's Retail Co	Kernohan & Decker's Add All Lts 7 & 8 & E 46' Of Lt 6 xc State Row B~Lk 10 (Comp Pt Lts 7 & 8 Blk 4 Spaulding & Gregg'S)~	801.27
Grand Island Properties	Kernohan & Decker's Add N 1/2 Of Lt 1 & All Lts 2, 3, 4, 5, 6, & 7 & Pt Vac Alley & Pt Vac St xc S 10' To City Blk 11	1,067.04
Folsom/John D & Sallie S	Kernohan & Decker's Add Lt 8 xc Row Blk 11	296.28
Grand Island Properties	Kernohan & Decker's Add xc City All Blk 12 & W 40' Of Vac Mo xc State	1,370.16
NASAN LLC	Kernohan & Decker's Add All Lts 1-2-3-4 & Pt Lts 5-6 & 7 & Pt Vac Alley Blk 13	888.62
Five Points Bank	Kernohan & Decker's Add Pt Lt 8 Pt Vac Alley Blk 13	297.68
Johnson/Merleen	Kernohan & Decker's Add W 26' Lt 7 & E 33' Lt 6 Ex State Blk 14	265.50
Real Estate Group Of Grand Island	Kernohan & Decker's Add W 33' Lt 6 Blk 14 xc State (Comp Blk 51 Packer & Barr'S Second Add)	150.48

ORDINANCE NO. 9399 (Cont.)

Johnson/Merleen	Kernohan & Decker's Add Lt 8 & E 40' Lt 7 xc State Row Blk 14	473.13
O'Conner Residential LLC	Kernohan & Decker's Add Fr Lts 1-2-3-4-7 & 8 xc State Row Blk 15 & Vac Alley (Comp Charles Wasmer's Add Fr Lts 2 Thru 4 & Lts 6 Thru 10 Blk 2 & Vac Alley)	1,183.82
Autozone Development Corp	Autozone Sub Lt 1 xc Row	718.52
Video Kingdom Of Grand Island Inc	Autozone Sub Lt 2 xc State Row	469.49
Walgreen Co An Illinois Corp	Kernohan & Decker's Add Lts 1 & 2 & E 10' Of Lt 3 & Pt Vac St xc State Blk 17	819.00
Walgreen Co An Illinois Corp	Kernohan & Decker's Add Lt 4 xc City & W 56' Lt 3 xc State Blk 17	551.97
Nebr Dist Council Of Assemblies Of God A Corp	Kernohan & Decker's Add Pt E 2/3 Lt 1 Blk 18	195.71
Nebr Dist Council Of Assemblies Of God A Corp	Kernohan & Decker's Add Pt Of Pt W 1/3 Of Lt 1 & Pt E 1/3 Of Lt 2 Blk 18	198.00
Walgreen Co An Illinois Corp	Kernohan & Decker's Add W 2/3 Lt 2 & All Lts 3 & 4 & Pt Vac St xc State Blk 18	972.00
Evans/Randy L	Kernohan & Decker's Add Fr Lts 3 & 4 xc State Row Blk 19 (Comp Blk 7 Spaulding & Gregg's Add & Comp Blk 19 Palmer'S Sub)	594.95
Real Estate Group Of Grand Island	Packer & Barr'a Second Add Lt 5 Blk 51 xc State (Comp Blk 14 Kernohan & Decker'a Add)_	295.83
State Of Ne HDQ State Patrol & Maintenance	Packer & Barr's Second Add To The City Of Grand Island Lts 5 & 6 Blk 52 (Comp Baker's Add)	-
State Of Nebr	Packer & Barr's Second Add To The City Of Grand Island Lts 7 & 8 Blk 52	-
Schaffer/David L & Frances F	Railroad Add Lt 5 Blk 114	300.29
Story/Mary	Railroad Add Lt 6 Blk 114	296.01
KTDDOUBLEMD LLC	Railroad Add Lt 8 Blk 114	296.37
High Road LLC	Railroad Add Lt 1 Blk 115	296.37
Orozco/Rafael B & Rita	Railroad Add Lt 2 Blk 115	298.08
Orozco/Rafael & Rita C	Railroad Add Lt 3 Blk 115	296.37
Raile Properties, L.L.C.	Railroad Add Lt 4 Blk 115	294.17
Raile Properties, L.L.C.	Railroad Add Lts 1 & 2 Blk 117	594.45
Puncochar/Harlan R	Railroad Add E 1/2 Lt 3 Blk 117	144.41
C & A Properties LLC	Railroad Add W 1/2 Lt 3 Blk 117	151.97
Durham/Roberta K & Steven G	Railroad Add Lt 4 Blk 117	295.88
Overland National Bank	Railroad Add Lt 5 xc State & All Lts 6-7-8 Blk 118	1,190.52
JBWS Property Group LLC	Railroad Add Lt 1 Blk 120	248.49

ORDINANCE NO. 9399 (Cont.)

City Of Grand Island	Spaulding & Gregg's Add To The City Of Grand Island Pt Lts 5-6-7-Fr 8 & Pt Vac Alley & W 1/2 Vac St Blk 2 (Comp Arnold Place Pt Fr Lt 8 Blk 2)	-
Degen Co A Partnership	Spaulding & Gregg's Add Lts 5-6-7 xc State Row Blk 3	890.82
GI Family Radio Enterprises LLC	Spaulding & Gregg's Add Lt 8 xc State Row Blk 3	300.29
1219 LLC	Spaulding & Gregg's Add Lts 3 & 4 xc State Row Blk 5 (Comp Arnold Place)	595.58
McDonald's Corp	Spaulding & Gregg's Add Lts 1-2-3-4 Blk 6 xc State Row	1,188.90
Evans/Randy L & Cynthia S	Spaulding & Gregg's Add Lts 1 & 2 xc State Row Blk 7	593.96
KTDDOUBLEMD LLC	Railroad Add S 88' Lot 7 Blk 114	298.44
Total Amount		32,149.61

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Business Improvement District No. 6".

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

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

ORDINANCE NO. 9399 (Cont.)

Enacted: September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item F4

#9400 – Consideration of Assessments for Business Improvement District #7, South Locust from Stolley Park Road to Highway 34

This item relates to the aforementioned Board of Equalization item D-2.

Staff Contact: Jaye Monter

ORDINANCE NO. 9400

An ordinance to assess and levy a special tax to pay the 2012-2013 revenue year cost of Business Improvement District No. 7 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2012-2013 revenue year cost of Business Improvement District No. 7 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2012-2013 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Loney/Jerry L & Janet C	Burch Sub W 273' Lt 1 xc City	683.69
Casey's Retail Company	Burch Sub W 125' Lt 2-3-4 xc City	878.50
Williams/Michael S & Sandy S	Burch Sub Lt 5 xc City	584.23
Williams/Michael S & Sandra S	Burch Second Sub Lt 1 xc City	685.64
Eating Establishment/The	Runza Sub Lt 1 xc City	755.72
Shanahan/Bradley L	Holcomb's Highway Homes E 100' Lt 12 xc City & E 100' Lt 13 xc City	976.00
Hancock/Robert D	Holcomb's Highway Homes Lt 14 xc City	534.65
Hansen/Ryan & Darcy	Holcomb's Highway Homes Lt 15 xc City	529.19
Mueller/John G & Dianna D	Bartz Sub Lt 1	531.92
Mehring/Donald D	Shovlain Second Sub Lt 3	758.21
Wratten/Calvin J & Donna	Holcomb's Highway Homes S 52' Lt 19 & N 1' Lt 20	255.37

Approved as to Form	September 7, 2012	City Attorney
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ORDINANCE NO. 9400 (Cont.)

Video Kingdom Of Grand Island Inc	Holcomb's Highway Homes S 108' Lt 20 xc City	532.02
Kershner Properties, LLC	Holcomb's Highway Homes N 60' Lt 22 xc City	289.09
Douthit/Charles A	Holcomb's Highway Homes Lt 21 xc City	532.02
Da-Ly Properties LLC	Holcomb's Highway Homes N 12' Lt 24 xc City & S 98' Lt 23 xc City	536.80
Kershner Properties, LLC	Holcomb's Highway Homes S 49' Lt 22 & N 11' Lt 23 xc City	292.80
Hernandez/Alina	Holcomb's Highway Homes S 97' Lt 24 xc City & N 38' Lt 26 xc City & All 25 xc City	1,190.43
Larsen/Marion D	Holcomb's Highway Homes N 79' Lt 27 xc City & S 71' Lt 26 xc City	732.29
Mccloud Super 8 Motel Inc	Matthews Sub Pt Lt 25 xc City	1,207.70
Lawrey/William E & Sandra L	Garrison Sub Lt 1 xc City	1,103.51
City Of Grand Island	Mil-Nic Second Sub To The City Of Grand Island Lt 1	-
Nebraska Mil-Nic	Mil-Nic Second Sub Lt 2	1,335.17
Paulsen And Sons Inc	Roush's Pleasantville Terrace Sub Lts 1 & 28 xc City & All Lts 2-3-26-27	976.29
Mehring/Donald D	Shovlain Second Sub Lt 2	585.70
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 1 200' X 400' xc City	973.17
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 2 200' X 400' xc City	976.20
Equitable Federal Savings	Woodland First Sub Lt 3 xc City	976.29
Oberg/Danny K	Woodland First Sub Lt 4 xc City	971.32
Wilhelmi/Darryl	Woodland First Sub Lt 5 xc City	976.29
Rasmussen Jr/Richard S	Woodland First Sub N 50' Of E 260' Lt 6 xc City	243.27
Pam's Rentals LLC	Woodland First Sub S 126' Of E 260' Lt 6 xc City	617.95
Alpha Corp	Woodland First Sub E 260' Lt 8 xc City	1,022.12
Stratford Plaza LLC	Woodland Second Sub Lt 11 xc City	2,650.43
Bosselman Inc	Woodland Second Sub Lt 8	728.78
Carpenter Real Estate Inc	Woodland Second Sub Lt 9	732.15
Laub-Otto, LLC	Woodland Second Sub Lt 10	775.38
Rasmussen Jr/Richard S	Woodland Third Sub Lt 1 xc N 25' Of E 260' xc City	365.61
Arp/Dale & Kathleen	Woodland Third Sub N 25' Of E 260' Lt 1 xc City & Lt 2 xc City	609.66
Mcdermott & Miller, P C	Woodridge South Sub Lt 1 xc City	1,232.30
Larsen/Marion D	Woodridge South Sub Lt 2 xc City	530.36
South Pointe Development LLC	South Pointe Sub Lt 1	1,197.41
Milton Motels LLC	Miscellaneous Tracts 27-11-9 Pt N 1/2 Sw 1/4 Sw 1/4 3.03 A	2,459.52
Platte Valley State Bank &	Equestrian Meadows Sub Lt 1	869.71
Community Redevelopment Authority	Desert Rose Sub Pt Lt 1 xc City	2,087.81

ORDINANCE NO. 9400 (Cont.)

Robb/Theodore J	Miscellaneous Tracts 27-11-9 Pt Nw 1/4 Sw 1/4 xc City 5.08 Ac	1,639.73
Mik LLC	Miscellaneous Tracts 27-11-9 Pt Nw 1/4 Sw 1/4 Pt Lt 4 Island xc City 4.85 Ac	1,548.28
French/John L & Beth A	Knox Sub Lot 1 xc City	682.37
All Faiths Funeral Home LLC	Miscellaneous Tracts 27-11-9 Pt Nw 1/4 Nw 1/4 Sw 1/4 2.34 Ac	1,171.20
Pharmacy Properties LLC	Equestrian Meadows Sub Lt 2	707.55
Willis/Ronald J & Lori D	Miscellaneous Tracts 28-11-9 Pt Ne 1/4 Ne 1/4 xc City .445 Ac	488.00
Robb/Mason D	Knox Third Sub Lt 2 xc City	644.36
Robb/Ted	Knox Third Sub Lt 3 xc City	376.05
Oreilly Automotive Inc	Runza Sub Lt 2 xc City	759.52
Robb/Mason D	Knox Third Sub Lt 1 xc City	752.25
Faulkner/Mark A & Suzanne G	Equestrian Meadows Sub Lt 3	898.80
Milton Motels LLC	Vanosdall Sub Lt 1	394.11
Wayne Vanosdall Sanitation	Vanosdall Sub Lt 2	346.14
Total Amount		47,891.03

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Business Improvement District No. 7".

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

ORDINANCE NO. 9400 (Cont.)

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

Enacted: September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item F5

#9401 – Consideration of Assessments for Business Improvement District #8, Downtown

This item relates to the aforementioned Board of Equalization item D-3.

Staff Contact: Jaye Monter

ORDINANCE NO 9401 (A)

An ordinance to assess and levy a special tax to pay the 2012-2013 revenue year cost of Business Improvement District No. 8 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2012-2013 revenue year cost of Business Improvement District No. 8 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2012-2013 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	23.57
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	2,291.77
Windstream Nebraska, Inc	Centrally Assessed	-
Qwest Cooperation	Centrally Assessed	2,746.70
AT&T Communications	Centrally Assessed	70.30
NE Colorado Cellular Inc	Centrally Assessed	9.38
Sprint Nextel Wireless	Centrally Assessed	124.76
USCOC Of Nebraska/Kansas DbA Us Cellular	Centrally Assessed	606.03
City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-

Approved as to Form	September 7, 2012	City Attorney
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ORDINANCE NO. 9401 (A) (Cont.)

Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	279.56
Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	67.14
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.25
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	541.49
City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	445.65
Katrourzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	81.77
Katrourzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	66.72
Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	77.04
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	61.50
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	370.91
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	297.91
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	290.02
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 Xc 15' X 15' X 15' Sold To City Blk 54	710.24
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	462.72
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	309.01
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	95.17
City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	356.94
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	48.36
Armstrong/Matthew E & Janelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	112.01
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	369.05
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	338.06
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	137.56
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	215.03
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	806.93
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	150.96
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	151.27
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	426.79
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	162.49
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.57
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.46

ORDINANCE NO. 9401 (A) (Cont.)

Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.12
City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	263.42
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	428.55
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	310.00
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	353.04
Downtown Center LLC	Original Town Lt 8 Blk 56	2,811.61
City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	565.19
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
Jeo Building Company	Original Town Lt 7 Blk 57	888.51
Overland Building Corp	Original Town Lt 8 Blk 57	1,095.48
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	305.51
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	110.16
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,505.88
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	116.95
Stelk/Mark D	Jensen Sub Lt 1	146.20
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	226.08
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	305.41
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	97.24
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	98.16
Stelk/Mark D	Prensa Latina Sub Lt 4	304.32
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	376.84
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	355.64
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	18.05
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	163.41
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	171.99
Berta/Gary & Billie	Original Town Lt 5 Blk 59	243.52
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	173.90
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	173.00
Alexander Enterprises LLC	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	17.16
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	170.88
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	492.02
Ckp LLC	Original Town Lts 1 & 2 Blk 60	475.42
Ckp LLC	Original Town Lt 3 Blk 60	117.20
Business Properties	Original Town Lt 4 Blk 60	282.14
618 W 3Rd St LLC	Original Town Lts 5 & 6 Blk 60	696.20
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	535.72

ORDINANCE NO. 9401 (A) (Cont.)

Abjal LLC	Original Town Lts 1 & 2 Blk 61	748.31
Abjal LLC	Original Town Lts 3 & 4 Blk 61	684.95
Jones/Michael E & Joan M	Original Town Lt 5 Blk 61	666.29
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	765.59
Baasch/Richard H & Arlene M	Original Town S 44' Lt 1 Blk 62	184.30
Cedar Street Properties LLC	Original Town N 88' Lt 1 Blk 62	486.20
Cedar Street Properties LLC	Original Town Lt 2 Blk 62	275.92
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
Dmbg Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	147.05
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	61.88
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	247.75
Vogel Enterprises Ltd An Ia Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	59.80
Vogel Enterprises Ltd An Ia Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	357.95
Wardens & Vestrymen Of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,081.71
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	346.88
Masonic Templecraft Asso Of Gi	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	214.82
Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	379.67
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	273.22
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	143.81
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	184.54
Glade Inc	Original Town E 44' Lt 2 Blk 64	258.07
Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	196.30
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	179.37
Munoz/Juan A	Original Town W 2/3 Lt 3 Blk 64	159.84
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	847.79
City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Kissler/Vicki L	Original Town N 22' Lt 8 Blk 64	172.17
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	168.40
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	175.35

ORDINANCE NO. 9401 (A) (Cont.)

City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	206.79
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	158.43
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	149.34
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	234.55
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	154.75
Iglesia Evangelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	135.64
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	273.58
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	170.80
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	221.89
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	129.78
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	276.11
J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	84.60
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	161.97
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	157.01
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	48.06
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 Xc N 6' S 31.1' E 40' Lt 8 Blk 65	165.95
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	272.57
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	214.22
Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	628.43
Bodie/Ronald E	Original Town W 2/3 Lt 3 Xc W 17.5' Of S 44' Blk 66	242.97
Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	221.14
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	227.37
Vejvoda/J Gary	Original Town N 88' C 1/3 Lt 4 Blk 66	282.23
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	228.74
Anson Investment & Development	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	284.97
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	501.87
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	261.10
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	265.63
Procon Management Inc	Original Town Lt 8 Blk 66	3,006.85
City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	1,472.30

ORDINANCE NO. 9401 (A) (Cont.)

City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	Sv Sub Lt 1	1,735.41
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	132.38
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	249.37
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	252.76
Plate/Tim C	Original Town Lt 8 Blk 68	229.92
Gulzow/William L	Original Town Lt 1 Blk 77	80.33
201 E 2Nd LLC	Original Town Lt 2 Blk 77	66.74
201 E 2Nd LLC	Original Town Lts 3 & 4 Blk 77	1,484.46
City Of Grand Island Ne	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	340.13
Equitable Bldg & Loan Assn Of Gi	Original Town Lt 2 Blk 79	101.54
Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,323.89
Equitable Bldg & Loan Assn Of Gi	Original Town N 26' 10.5 Lt 8 Blk 79	26.06
Equitable Bldg & Loan Assn Of G I	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	14.94
Equitable Bldg & Loan Assn Of G I	Original Town S 88' Lt 8 Blk 79	90.45
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	177.56
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	128.33
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	344.13
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	239.30
Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Chamber Of Commerce Of Gi Inc	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	152.53
Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Reed/James S & Precious A	Original Town C 1/3 Lt 3 Blk 81	239.77
Krauss/Ronald C & Vada M	Original Town W 1/3 Lt 3 & All 4 Blk 81	455.43
Walnut Street Partnership	Original Town Lt 5 Blk 81	427.95

ORDINANCE NO. 9401 (A) (Cont.)

Walnut Street Partnership	Original Town Lt 6 Blk 81	173.87
Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	859.73
Wheeler St Partnership	Original Town N 1/3 Lt 8 Blk 81	243.00
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	82.00
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	283.71
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	82.00
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	178.36
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,682.38
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	380.72
Jomida Inc A Ne Corp	Original Town Lts 3 & 4 Blk 83	974.41
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	163.36
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	176.79
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	243.69
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	279.45
Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	130.57
Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	189.70
Park	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	486.14
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	182.88
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	464.17
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	288.28
City Of G I	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	312.57
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
City Of G I	Original Town To The City Of Grand Island Lt 2 Xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	87.12

ORDINANCE NO. 9401 (A) (Cont.)

Schroeder/David T & Patricia A	Campbell's Sub W 75'4 Lts 1-2-3	270.56
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	162.06
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	232.24
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	212.55
Hill/David C	Campbell's Sub Lts 12 & 13	289.63
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-
Hall Co	Court House Add To The City Of Grand Island Lt 4	-
County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	287.30
Campbell/Hunter A H & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1~	258.14
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~	222.73
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	123.90
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	487.64
Ummel Jr/Tommy L	Hann's Fifth Sub Lt 2	181.28
Mueller/Robert J	Hann's Fifth Sub Lt 1	117.44
Two Brothers Inc	Hann's 3Rd Add W 111' X 118' Blk 5	440.36
Rosales-Monzon/Carlos A	Hann's 3Rd Add N 52.5' Of E 91.9' Of Blk 5	237.68
Royle/Cecilia B	Hann's 3Rd Add E 56' Of W 174' Of Blk 5	158.80
Valenzuela/Linda L	Hann's 3Rd Add S 58.5' Of E 91.9' Of Blk 5	229.30
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	267.60
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	21.77
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	307.62
Carlson/Arvid C	Railroad Add Lt 2 Blk 98	112.42
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	154.87
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	169.44
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	90.45
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	165.11
Plate/Tim C	Railroad Add Lt 5 Blk 98	551.12
Plate/Tim C	Railroad Add Lt 6 Blk 98	242.92
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	222.12
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	439.11
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	115.88
Fox Family LLC	Railroad Add Lt 3 Blk 105	205.06
Lazendorf Holdings Limited Partnership	Railroad Add Lt 4 Blk 105	368.13
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 Xc City Blk 105	1,064.37

ORDINANCE NO. 9401 (A) (Cont.)

Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	362.14
C & S Group LLC	Railroad Add Lt 3 Blk 106	202.65
Fernandez/Guadalupe & Pedro	Railroad Add Lt 4 Blk 106	226.16
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	427.94
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	177.01
Brown/Joseph M & Lori Jean	Railroad Add S 2/3 Lt 5 Blk 107	186.18
Brown/Joseph M & Lori Jean	Railroad Add N 1/3 Lt 5 Blk 107	145.30
Fox/Charles E & Mary A	Railroad Add Lt 6 Blk 107	280.56
Fox/Charles E & Mary A	Railroad Add Lt 7 Xc N 60' Of E 22' & Xc E 29.54' Of S 71.50' Blk 107	205.68
Janda Dds Pc/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	305.99
Clinch/Barbara J	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	257.51
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	460.71
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	194.87
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	560.51
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	129.21
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	75.21
Lbe Family Limited Partnership	Railroad Add Lt 6 Blk 108	279.51
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	559.66
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	196.96
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	131.82
J & B Rentals, LLC	Railroad Add E 59.5' Lt 3 Blk 109	145.66
J & B Rentals, LLC	Railroad Add E 52' 11 Lt 4 & W 6.5' Lt 3 Blk 109~	67.76
Mcshannon/Roger L & Sharon K	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	209.67
Lpb, LLC	Railroad Add Lts 7 & 8 Blk 109	651.62
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	152.42
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	159.18
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	143.11
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	206.95

ORDINANCE NO. 9401 (A) (Cont.)

Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	515.01
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	461.71
Devco Investment Corporation	The Yancy, A Condominium Unit 301	98.16
George/Mollie Jo	The Yancy, A Condominium Unit 302	71.29
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	101.40
Zins/William L	The Yancy, A Condominium Unit 304	93.43
Teng/Irene	The Yancy, A Condominium Unit 305	-
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	72.45
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 402	82.65
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 403	79.36
Jones/Michael D	The Yancy, A Condominium Unit 404	131.24
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 405	79.75
Powers/Yolanda L	The Yancy, A Condominium Unit 406	112.50
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	123.51
Luce/Eric D	The Yancy, A Condominium Unit 501	104.66
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 502	84.95
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	79.42
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 504	100.22
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 505	79.81
Cieloha/Robert A	The Yancy, A Condominium Unit 506	78.81
Mowitz/Lynn	The Yancy, A Condominium Unit 507	127.29
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 601	73.17
Artvest III	The Yancy, A Condominium Unit 602	85.10
Shaw/Stephanie A	The Yancy, A Condominium Unit 603	114.02
Clyne/Thomas B	The Yancy, A Condominium Unit 604	91.87
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 605	79.89
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	79.03
Arp/Charmaine L	The Yancy, A Condominium Unit 607	119.40
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	80.00
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 702	85.21
Johnson/Margaret A	The Yancy, A Condominium Unit 703	79.65
Burtscher/Jan L	The Yancy, A Condominium Unit 704	131.53
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	87.87
Long/Clifton J	The Yancy, A Condominium Unit 706	78.80
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 801	73.31
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	85.30
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	93.26
Chase/Charles D	The Yancy, A Condominium Unit 804	150.71
Alexander/Wendy L	The Yancy, A Condominium Unit 805	98.52
Nelson/Jack L	The Yancy, A Condominium Unit 806	85.74

ORDINANCE NO. 9401 (A) (Cont.)

Nissen/James F	The Yancy, A Condominium Unit 901	73.34
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	85.35
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	93.31
Atkins/Ann C	The Yancy, A Condominium Unit 904	137.57
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	98.58
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	140.03
Todd/Linda M	The Yancy, A Condominium Unit 1001	80.17
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	85.38
Gillam/Jeremy S & Jack L	The Yancy, A Condominium Unit 1003	93.37
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	126.29
Megard/Ruth E	The Yancy, A Condominium Unit 1005	99.79
Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Cooper/Charles A & Sandra J	The Yancy, A Condominium Unit 1101	80.29
Clare/Linda L	The Yancy, A Condominium Unit 1102	85.47
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Hill/Casey N	The Yancy, A Condominium Unit 1104	143.36
Boley/Loren E	The Yancy, A Condominium Unit 1105	99.93
Pierorazio/Daria A	The Yancy, A Condominium Unit 1106	147.26
Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	1,758.61
Artvest III	The Yancy, A Condominium Unit 002	10.97
Artvest III	The Yancy, A Condominium Unit 001	39.66
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	52.29
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	34.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	55.80
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	140.46
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	105.74
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	358.24
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	89.51
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
Grand Island/City Of	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	88.00
Total Amount		89,671.62

ORDINANCE NO. 9401 (A) (Cont.)

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Downtown Business Improvement District No. 8".

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

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

Enacted: September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9401 (B)

An ordinance to assess and levy a special tax to pay the 2012-2013 revenue year cost of Business Improvement District No. 8 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2012-2013 revenue year cost of Business Improvement District No. 8 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2012-2013 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

<u>Name</u>	<u>Description</u>	<u>Assessment</u>
Kinder Morgan Interstate Gas Transmission	Centrally Assessed	23.57
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	2,291.77
Windstream Nebraska, Inc	Centrally Assessed	-
Qwest Cooperation	Centrally Assessed	2,746.70
At&T Communications	Centrally Assessed	70.30
Ne Colorado Cellular Inc	Centrally Assessed	9.38

Approved as to Form ☐ _____
September 7, 2012 ☐ City Attorney

ORDINANCE NO. 9401 (B) (Cont.)

Sprint Nextel Wireless	Centrally Assessed	124.76
Uscoc Of Nebraska/Kansas Db	Centrally Assessed	606.03
City Of G I	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	279.56
Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	67.14
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.25
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	541.49
City Of G I	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City Of G I	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	445.65
Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	81.77
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	66.72
Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	77.04
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	61.50
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	370.91
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	297.91
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	290.02
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 Xc 15' X 15' X 15' Sold To City Blk 54	710.24
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	462.72
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	309.01
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	95.17
City Of G I	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-

ORDINANCE NO. 9401 (B) (Cont.)

City Of G I	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	356.94
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	48.36
Armstrong/Matthew E & Janelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	112.01
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	369.05
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	338.06
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	137.56
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	215.03
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	806.93
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	150.96
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	151.27
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	426.79
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	162.49
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.57
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.46
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.12
City Of G I	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	263.42
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	428.55
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	310.00
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	353.04
Downtown Center LLC	Original Town Lt 8 Blk 56	2,811.61

ORDINANCE NO. 9401 (B) (Cont.)

City Of G I Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	565.19
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
Jeo Building Company	Original Town Lt 7 Blk 57	888.51
Overland Building Corp	Original Town Lt 8 Blk 57	1,095.48
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	305.51
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	110.16
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,505.88
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	116.95
Stelk/Mark D	Jensen Sub Lt 1	146.20
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	226.08
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	305.41
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	97.24
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	98.16
Stelk/Mark D	Prensa Latina Sub Lt 4	304.32
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	376.84
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	355.64
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	18.05
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	163.41
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	171.99
Berta/Gary & Billie	Original Town Lt 5 Blk 59	243.52
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	173.90

ORDINANCE NO. 9401 (B) (Cont.)

Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	173.00
Alexander Enterprises LLC	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	17.16
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	170.88
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	492.02
Ckp LLC	Original Town Lts 1 & 2 Blk 60	475.42
Ckp LLC	Original Town Lt 3 Blk 60	117.20
Business Properties	Original Town Lt 4 Blk 60	282.14
618 W 3Rd St LLC	Original Town Lts 5 & 6 Blk 60	696.20
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	535.72
Abjal LLC	Original Town Lts 1 & 2 Blk 61	748.31
Abjal LLC	Original Town Lts 3 & 4 Blk 61	684.95
Jones/Michael E & Joan M	Original Town Lt 5 Blk 61	666.29
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	765.59
Baasch/Richard H & Arlene M	Original Town S 44' Lt 1 Blk 62	184.30
Cedar Street Properties LLC	Original Town N 88' Lt 1 Blk 62	486.20
Cedar Street Properties LLC	Original Town Lt 2 Blk 62	275.92
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
Dmbg Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	147.05
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	88.40
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	247.75
Vogel Enterprises Ltd An Ia Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	59.80
Vogel Enterprises Ltd An Ia Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	357.95

ORDINANCE NO. 9401 (B) (Cont.)

Wardens & Vestrymen Of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,081.71
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	346.88
Masonic Templecraft Asso Of Gi	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	214.82
Wardens & Vestrymen Of St	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	379.67
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	390.31
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	143.81
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	184.54
Glade Inc	Original Town E 44' Lt 2 Blk 64	258.07
Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	196.30
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	179.37
Munoz/Juan A	Original Town W 2/3 Lt 3 Blk 64	159.84
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	847.79
City Of G I	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City Of G I	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Kissler/Vicki L	Original Town N 22' Lt 8 Blk 64	172.17
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	168.40
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	175.35

ORDINANCE NO. 9401 (B) (Cont.)

City Of G I	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	206.79
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	158.43
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	149.34
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	234.55
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	154.75
Iglesia Evangelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	135.64
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	273.58
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	170.80
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	221.89
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	129.78
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	276.11
J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	84.60
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	161.97
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	157.01
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	48.06
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 Xc N 6' S 31.1' E 40' Lt 8 Blk 65	165.95
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	272.57
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	214.22
Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	628.43
Bodie/Ronald E	Original Town W 2/3 Lt 3 Xc W 17.5' Of S 44' Blk 66	

ORDINANCE NO. 9401 (B) (Cont.)

		242.97
Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	
		221.14
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	
		227.37
Vejvoda/J Gary	Original Town N 88' C 1/3 Lt 4 Blk 66	
		282.23
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	
		228.74
Anson Investment & Development	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	
		284.97
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	
		501.87
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	
		261.10
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	
		265.63
Procon Management Inc	Original Town Lt 8 Blk 66	
		3,006.85
City Of Gi	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	
		1,472.30
City Of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	Sv Sub Lt 1	
		1,735.41
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	
		132.38
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	
		249.37
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	
		252.76
Plate/Tim C	Original Town Lt 8 Blk 68	
		229.92
Gulzow/William L	Original Town Lt 1 Blk 77	
		80.33
201 E 2Nd LLC	Original Town Lt 2 Blk 77	
		66.74
201 E 2Nd LLC	Original Town Lts 3 & 4 Blk 77	
		1,484.46
City Of Grand Island Ne	Original Town To The City Of Grand Island Lts 5-6- 7-8 Blk 77	-

ORDINANCE NO. 9401 (B) (Cont.)

City Of G I	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	340.13
Equitable Bldg & Loan Assn Of Gi	Original Town Lt 2 Blk 79	101.54
Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,323.89
Equitable Bldg & Loan Assn Of Gi	Original Town N 26' 10.5 Lt 8 Blk 79	26.06
Equitable Bldg & Loan Assn Of G I	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	14.94
Equitable Bldg & Loan Assn Of G I	Original Town S 88' Lt 8 Blk 79	90.45
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	177.56
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	128.33
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	344.13
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	239.30
Victory Bible Fellowship Of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Chamber Of Commerce Of Gi Inc	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	152.53
Kansas Ne Assoc Of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Reed/James S & Precious A	Original Town C 1/3 Lt 3 Blk 81	239.77
Krauss/Ronald C & Vada M	Original Town W 1/3 Lt 3 & All 4 Blk 81	455.43
Walnut Street Partnership	Original Town Lt 5 Blk 81	427.95
Walnut Street Partnership	Original Town Lt 6 Blk 81	173.87

ORDINANCE NO. 9401 (B) (Cont.)

Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	859.73
Wheeler St Partnership	Original Town N 1/3 Lt 8 Blk 81	243.00
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	82.00
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	283.71
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	82.00
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	178.36
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,682.38
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	380.72
Jomida Inc A Ne Corp	Original Town Lts 3 & 4 Blk 83	974.41
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	163.36
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	176.79
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	243.69
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	279.45
Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	130.57
Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	189.70
Park	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	486.14
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	182.88
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	464.17
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	288.28
City Of G I	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-

ORDINANCE NO. 9401 (B) (Cont.)

Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	312.57
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	-
City Of G I	Original Town To The City Of Grand Island Lt 2 Xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City Of G I	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City Of G I	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	87.12
Schroeder/David T & Patricia A	Campbell's Sub W 75'4 Lts 1-2-3	270.56
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	162.06
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	232.24
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	212.55
Hill/David C	Campbell's Sub Lts 12 & 13	289.63
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-
Hall Co	Court House Add To The City Of Grand Island Lt 4	-
County Of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	287.30
Campbell/Hunter A H & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1~	258.14
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~	222.73
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	123.90

ORDINANCE NO. 9401 (B) (Cont.)

County Of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	487.64
Ummel Jr/Tommy L	Hann's Fifth Sub Lt 2	181.28
Mueller/Robert J	Hann's Fifth Sub Lt 1	117.44
Two Brothers Inc	Hann's 3Rd Add W 111' X 118' Blk 5	440.36
Rosales-Monzon/Carlos A	Hann's 3Rd Add N 52.5' Of E 91.9' Of Blk 5	237.68
Royle/Cecilia B	Hann's 3Rd Add E 56' Of W 174' Of Blk 5	158.80
Valenzuela/Linda L	Hann's 3Rd Add S 58.5' Of E 91.9' Of Blk 5	229.30
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	267.60
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	21.77
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	307.62
Carlson/Arvid C	Railroad Add Lt 2 Blk 98	112.42
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	154.87
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	169.44
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	90.45
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	165.11
Plate/Tim C	Railroad Add Lt 5 Blk 98	551.12
Plate/Tim C	Railroad Add Lt 6 Blk 98	242.92
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	222.12
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	439.11
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	115.88
Fox Family LLC	Railroad Add Lt 3 Blk 105	205.06

ORDINANCE NO. 9401 (B) (Cont.)

Lazendorf Holdings Limited Partnership	Railroad Add Lt 4 Blk 105	368.13
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 Xc City Blk 105	1,064.37
Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	362.14
C & S Group LLC	Railroad Add Lt 3 Blk 106	202.65
Fernandez/Guadalupe & Pedro	Railroad Add Lt 4 Blk 106	323.08
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	427.94
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	177.01
Brown/Joseph M & Lori Jean	Railroad Add S 2/3 Lt 5 Blk 107	186.18
Brown/Joseph M & Lori Jean	Railroad Add N 1/3 Lt 5 Blk 107	145.30
Fox/Charles E & Mary A	Railroad Add Lt 6 Blk 107	280.56
Fox/Charles E & Mary A	Railroad Add Lt 7 Xc N 60' Of E 22' & Xc E 29.54' Of S 71.50' Blk 107	205.68
Janda Dds Pc/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	305.99
Clinch/Barbara J	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	257.51
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	460.71
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	194.87
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	560.51
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	129.21
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	75.21
Lbe Family Limited Partnership	Railroad Add Lt 6 Blk 108	279.51
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	559.66
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	196.96
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	131.82

ORDINANCE NO. 9401 (B) (Cont.)

J & B Rentals, LLC	Railroad Add E 59.5' Lt 3 Blk 109	145.66
J & B Rentals, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	67.76
Mcshannon/Roger L & Sharon K	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	209.67
Lpb, LLC	Railroad Add Lts 7 & 8 Blk 109	651.62
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
County Of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	152.42
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	159.18
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	143.11
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	206.95
Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	515.01
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	461.71
Devco Investment Corporation	The Yancy, A Condominium Unit 301	98.16
George/Mollie Jo	The Yancy, A Condominium Unit 302	71.29
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	101.40
Zins/William L	The Yancy, A Condominium Unit 304	93.43
Teng/Irene	The Yancy, A Condominium Unit 305	-
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	72.45

ORDINANCE NO. 9401 (B) (Cont.)

Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 402	82.65
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 403	79.36
Jones/Michael D	The Yancy, A Condominium Unit 404	131.24
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 405	79.75
Powers/Yolanda L	The Yancy, A Condominium Unit 406	112.50
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	123.51
Luce/Eric D	The Yancy, A Condominium Unit 501	104.66
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 502	84.95
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	79.42
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 504	100.22
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 505	79.81
Cieloha/Robert A	The Yancy, A Condominium Unit 506	112.58
Mowitz/Lynn	The Yancy, A Condominium Unit 507	127.29
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 601	73.17
Artvest III	The Yancy, A Condominium Unit 602	85.10
Shaw/Stephanie A	The Yancy, A Condominium Unit 603	114.02
Clyne/Thomas B	The Yancy, A Condominium Unit 604	91.87
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 605	79.89
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	79.03
Arp/Charmaine L	The Yancy, A Condominium Unit 607	119.40
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	80.00
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 702	85.21
Johnson/Margaret A	The Yancy, A Condominium Unit 703	

ORDINANCE NO. 9401 (B) (Cont.)

		79.65
Burtscher/Jan L	The Yancy, A Condominium Unit 704	
		131.53
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	
		87.87
Long/Clifton J	The Yancy, A Condominium Unit 706	
		78.80
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	
		-
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 801	
		73.31
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	
		85.30
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	
		93.26
Chase/Charles D	The Yancy, A Condominium Unit 804	
		150.71
Alexander/Wendy L	The Yancy, A Condominium Unit 805	
		98.52
Nelson/Jack L	The Yancy, A Condominium Unit 806	
		85.74
Nissen/James F	The Yancy, A Condominium Unit 901	
		73.34
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	
		85.35
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	
		93.31
Atkins/Ann C	The Yancy, A Condominium Unit 904	
		137.57
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	
		98.58
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	
		140.03
Todd/Linda M	The Yancy, A Condominium Unit 1001	
		80.17
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	
		85.38
Gillam/Jeremy S & Jack L	The Yancy, A Condominium Unit 1003	
		93.37
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	
		180.42
Megard/Ruth E	The Yancy, A Condominium Unit 1005	
		99.79
Aden/Steven G	The Yancy, A Condominium Unit 1006	
		-

ORDINANCE NO. 9401 (B) (Cont.)

Cooper/Charles A & Sandra J	The Yancy, A Condominium Unit 1101	80.29
Clare/Linda L	The Yancy, A Condominium Unit 1102	85.47
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Hill/Casey N	The Yancy, A Condominium Unit 1104	143.36
Boley/Loren E	The Yancy, A Condominium Unit 1105	99.93
Pierorazio/Daria A	The Yancy, A Condominium Unit 1106	147.26
Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	1,758.61
Artvest III	The Yancy, A Condominium Unit 002	10.97
Artvest III	The Yancy, A Condominium Unit 001	39.66
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	52.29
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	34.44
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	55.80
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	140.46
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	105.74
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	358.24
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	89.51
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
Grand Island/City Of	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City Of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City Of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	88.00
Total Amount		90,000.05

ORDINANCE NO. 9401 (B) (Cont.)

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

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

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Downtown Business Improvement District No. 8".

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

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

Enacted: September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G1

Approving Minutes of August 28, 2012 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 28, 2012

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 August 28, 2012. Notice of the meeting was given in *The Grand Island Independent* on August 22, 2012.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Vaughn Minton, and John Gericke. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, Interim Public Works Director Terry Brown and Finance Director Jaye Monter.

INVOCATION was given by Pastor Scott Taylor, First Christian Church, 2400 West 14th Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Juana Paramo.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Terri Svoboda, Human Resources Specialist for 25 Years of Service with the City of Grand Island. Mayor Vavricek and the City Council recognized Terri Svoboda, Human Resources Specialist for 25 years of service with the City of Grand Island. Ms. Svoboda was present for the recognition.

Proclamation "Train Town USA" from the Union Pacific Railroad, August 30, 2012. Mayor Vavricek proclaimed August 30, 2012 as "Train Town USA". Brenda Mainwaring representing the UPRR was present to receive the Proclamation and commented on the 150th Anniversary of the UPRR. Presented to the City of Grand Island as a "Train Town" were a plaque, certificate, and a commemorative coin.

Presentation of the "Mayor's Builder Award" to Monte Hehnke. Mayor Vavricek presented the first "Mayor's Builder Award" to Monte Hehnke for his efforts with youth and baseball, the redevelopment of the Pier Baseball field, and the addition of heating at a facility at the State Fair/Fonner Park. Mr. Hehnke and his family were present to receive the award.

PUBLIC HEARINGS:

Public Hearing on Request to Rezone Property Located South of Capital Avenue Immediately West of the Moore's Creek Drainway from RO – Residential Office to RD – Residential Development. Regional Planning Director Chad Nabity reported that an application had been made to rezone 13.79 acres south of Capital Avenue and west of the Moore's Creek Drainway from RO Residential Office to RD Residential Development. The developers were proposing to building ten, 30 unit three story apartment buildings with a clubhouse and pool area. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan Area 6 Located at 125 North Carey Street. Regional Planning Director Chad Nabity reported that Token Properties LLC, developer had submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, demolition, clearance and extension of utilities and subsequent construction of two duplexes at 125 and 131 Carey Street. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan Area 9 Located at 2300 North Webb Road. Regional Planning Director Chad Nabity reported that the developer intended to use Tax Increment Financing to aid in renovation of the existing retail space at the corner of U.S. Highway 281 and Capital Avenue at 2300 North Webb Road. Staff recommended approval. Bruce Schreiner, 2535 N. Carlton spoke in support. No further public testimony was heard.

Public Hearing on Budget Amendment and Contract Extension to CDBG Grant #10-CR-002 – Phase II Comprehensive Revitalization Strategy Grant. Community Development Administrator Marco Floreani reported that the City was seeking a contract extension and budget amendment for activities under the CDBG Community Revitalization 10-CR-002 Phase II grant due to the project changed in nature and scope. City staff recommended that the project be shifted from owner-occupied rehab to public infrastructure and that the funds be used to pay for a portion of a sewer main project along 4th and 5th Street from Eddy to Vine Street. Staff recommended approval. No public testimony was heard.

Public Hearing on Application of CDBG Grant #11-CR-002 – Phase III Comprehensive Revitalization Grant. Community Development Administrator Marco Floreani reported that the City was requesting a Phase III Comprehensive Revitalization Strategy Grant in the amount of \$270,010 to be used for an 18” storm sewer main rehab project along 4th and 5th Street from Eddy Street to Vine Street. Staff recommended approval. No public testimony was heard.

Public Hearing on Budget Amendment to CDBG Grant #08-DPI-005 – Disaster Recovery Funding. Community Development Administrator Marco Floreani reported that the Nebraska Department of Economic Development had notified the City of additional funds for Disaster Recovery Funding. This additional funding would provide administrative costs and help fund the development of an additional gravity collection sewer infrastructure preventive maintenance construction projects. Staff recommended approval. No public testimony was heard.

Public Hearing on Proposed FY 2012-2013 Community Redevelopment authority (CRA) and City of Grand Island Budget (Continued). Finance Director Jaye Monter reported that at the August 21, 2012 Special Meeting, the Council voted to fully fund the \$760,096 Grand Island Police Department’s 2013 budget request by reducing the General Fund Capital Equipment in the Fire and Ambulance Department by \$372,500 and to retire the Wood River Control Bonds which would allow approximately \$275,000 of property tax mill levy dollars to be used towards additional funding. The continuation of the public hearing would allow Council to consider the proposed funding for the remaining \$112,596 for the Police Department and review options for the Golf Course Enterprise Fund. No public testimony was heard.

RESOLUTION:

#2012-237 – Consideration Approving MOU Regarding a Fence along the UPRR Right of Way. City Attorney Robert Sivick reported that the UPRR had agreed to erect a fence on its right of way in downtown Grand Island. The City will maintain the fence. Discussion was held regarding the aesthetics of the fence and why the UPRR did not use a solid fence. Brenda Mainwaring representing the UPRR explained the phases of this project and stated noise reduction fences were used close to interstates and manufacturing areas.

Motion by Gilbert, second by Nickerson to approve Resolution #2012-237. Upon roll call vote, all voted aye. Motion adopted.

#2012-234 – Consideration of Approving Contracts with IBEW Local 1597 – Wastewater, Service/Clerical, Finance, and Utilities. Human Resources Director Brenda Sutherland reported that four labor agreements with the IBEW – Finance, Utilities, Wastewater Treatment Plant and Service/Clerical groups had been negotiated through September 30, 2014. The agreements specified a 2% wage increase for all positions in October 2012 and a 2.75% wage increase in October 2013.

Motion by Ramsey, second by Gericke to approve Resolution #2012-234. Upon roll call vote, all voted aye. Motion adopted.

Dan Quick, President of the IBEW was present to sign the contracts along with Mayor Vavricek.

ORDINANCES:

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

- #9394 – Consideration of Request to Rezone Property Located South of Capital Avenue Immediately West of the Moore’s Creek Drainway from RO – Residential Office to RD – Residential Development
- #9395 – Consideration of Creating South Locust Business Improvement District 2012
- #9396 – Consideration of Approving Salary Ordinance

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

- #9394 – Consideration of Request to Rezone Property Located South of Capital Avenue Immediately West of the Moore’s Creek Drainway from RO – Residential Office to RD – Residential Development

Motion by Gilbert, second by Haase to approve Ordinance #9394.

Discussion was held regarding driveways for this project onto Capital Avenue, the Moores Creek drainway, and Capital Avenue traffic. Mr. Nabity stated two driveways would be built onto Capital Avenue with the first phase of the project. These would accommodate the need for emergency vehicles. Interim Public Works Director Terry Brown commented on Capital Avenue widening being a Federal Aid Project. Matt Rief representing Olsson Associates commented on the drainage for this project. Mentioned was that the speed limit be lowered in the future on Capital Avenue.

City Clerk: Ordinance #9394 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9394 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9394 is declared to be lawfully adopted upon publication as required by law.

#9395 – Consideration of Creating South Locust Business Improvement District 2012

Community Development Administrator Marco Floreani reported that Ordinance #9395 would create the South Locust Business Improvement District 2012 for one year with assessments of \$34,450.

Motion by Donaldson, second by Dugan to approve Ordinance #9395.

City Clerk: Ordinance #9395 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9395 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9395 is declared to be lawfully adopted upon publication as required by law.

#9396 – Consideration of Approving Salary Ordinance

Human Resources Director Brenda Sutherland reported that Ordinance #9396 was part of the budget process setting wages for City employees for FY 2012-2013.

Motion by Dugan, second by Minton to approve.

Ms. Sutherland stated this did not cover the IAFF.

Motion by Haase, second by Gericke to amend the motion to remove any wage increase for the City Administrator's position and leave it as it is.

Ms. Sutherland stated by not raising the City Administrator's salary range the Utilities Department Director's salary would be higher. Discussion was held with regards to future City

Administrator's negotiations regarding salary and that Council could amend the salary ordinance at a later date. Comments were made by Council that a new City Administrator would probably not be hired at the top of the range.

Upon roll call vote, Councilmember's Haase, Carney, Niemann, Ramsey, Gilbert, Donaldson, Dugan, Minton, and Gericke voted aye. Councilmember Nickerson voted no. Motion adopted.

City Clerk: Ordinance #9396 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all aye. Motion adopted.

City Clerk: Ordinance #9396 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9396 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Agenda item G-12 was pulled for further discussion. Motion by Ramsey, second by Donaldson to approve the Consent Agenda excluding item G-12. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of August 14, 2012 City Council Regular Meeting.

Approving Minutes of August 21, 2012 City Council Special Meeting.

#2012-221 – Approving Preliminary Plat, Final Plat and Subdivision Agreement for Sterling Estates Second Subdivision. It was noted that Residences at Sterling Estates, LLC, owner, had submitted the preliminary plat, final plat and subdivision agreement for Sterling Estates Second Subdivision located south of Capital Avenue and west of US Highway 281 for the purpose of creating 2 lots containing 13.79 acres.

#2012-222 – Approving Bid Award for Coal Transfer #4 Transfer Point Upgrade at Platte Generating Station with Martin Engineering of Neponset, IL in an Amount of \$127,721.62.

#2012-223 – Approving Bid Award for Root Foaming Chemical for Sewer Infrastructure within the Public Works Department with Douglas Products of Liberty, MO in an Amount of \$25,000.00.

#2012-224 – Approving Bid Award for Lift Station No. 7 Improvements Project No. 2011-S-1A for the City of Grand Island with The Diamond Engineering Company of Grand Island, NE in an Amount of \$479,558.95.

#2012-225 – Approving Agreement for Appraisal Services for the State Street and Capital Avenue Connector Trail Project with Midwest Right of Way Services, Inc. in an Amount of \$3,380.00.

#2012-226 – Approving Change Order No. 2 for Asphalt Resurfacing Project 2012-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, NE for an increase of \$1,950.00 and a revised Contract Amount of \$299,864.40.

#2012-227 – Approving Certificate of Final Completion for the 2012 Chip Seal Project No. 2012-CS-1 with Sta-Bilt Construction Company of Harlan, IA.

#2012-228 – Approving Contractor’s Retainage Release for the Aeration Basin Improvements at the Wastewater Treatment Plant with Oakview dck, LLC of Red Oak, IA.

#2012-229 – Approving Amendment No. 2 to the Agreement for Professional Engineering Services entitled “Wastewater Treatment Plant and Collection System Rehabilitation” with Black & Veatch of Kansas City, MO in an Amount of \$53,000.00 and a Revised Contract Amount of \$3,084,235.00.

#2012-230 – Approving Budget Amendment to CDBG Grant #10-CR-002 – Phase II Comprehensive Revitalization Strategy Grant. This item related to the aforementioned Public Hearing. Discussion was held regarding having more activity for owner occupied rehabilitation. Mr. Floreani stated these projects were based on timing.

Motion by Nickerson, second by Donaldson to approve Resolution #2012-230. Upon roll call vote, all voted aye. Motion adopted.

#2012-231 – Approving Application of CDBG Grant #11-CR-002 – Phase III Comprehensive Revitalization Grant.

#2012-232 – Approving Amendment to CDBG Grant #08-DPI-005 – Disaster Recovery Funding.

#2012-233 – Approving Redemption of the Wood River Flood Control Bonds.

RESOLUTIONS:

#2012-235 – Consideration of Amendment to the Redevelopment Plan Area 6 Located at 125 North Carey Street. This item related to the aforementioned Public Hearing.

Motion by Carney, second by Minton to approve Resolution #2012-235. Upon roll call vote, all voted aye. Motion adopted.

#2012-236 – Consideration of Amendment to the Redevelopment Plan Area 9 Located at 2300 North Webb Road. This item related to the aforementioned Public Hearing. Comments were made regarding parking expansion, lighting, and facing west toward Highway 281 and east towards Webb Road. Bruce Schreiner, 2535 N. Carleton explained the parking lot expansion, lighting, and drainage.

Motion by Ramsey, second by Niemann to approve Resolution #2012-236. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Niemann to approve the Claims for the period of August 15, 2012 through August 28, 2012, for a total amount of \$5,585,542.44. Unanimously approved.

OTHER ITEMS:

Review of Proposed FY 2012/2013 City Single Budget and Community Redevelopment Authority (CRA) Budget (Continued). This item related to the aforementioned Public Hearing.

Lewis Kent, 624 Meves Avenue spoke in support of funding the Grand Generation Center. Mike Paulick, 307 East 20th Street spoke in support of funding the Golf Course irrigation system.

Golf Course Discussion - Ms. Monter clarified that the Golf Course expenditures would not take place until the 2014 budget due to timing of bids and installation after the 2013 golf season. Capital maintenance fee was mentioned along with golfing fees.

Interim Parks and Recreation Director Todd McCoy commented on the difference between the General Fund and an Enterprise Fund. Comments were made by Council to keep the Golf Course as an Enterprise Fund.

Ms. Sutherland stated the difference between a contract employee and a City employee was the amount of control you had over that person. Don Kruse, Golf Professional at Jackrabbit Run Golf Course commented on the updates needed at the clubhouse. Mr. McCoy stated he had been working with the Gold Course Maintenance Superintendent to formulate a plan to update the clubhouse.

Ambulance Billing and Collection Discussion - a lengthy discussion was held concerning the ambulance billing and collections. Mentioned was historically the City subsidized the low/no income and the elderly. Ms. Monter commented on the process of the bid opening for outsourcing the ambulance billing/collections and the need to keep the full time employee in that position or other areas in the Finance Department.

Motion by Haase, second by Gericke to reduce one FTE in the Finance Department. Upon roll call vote, Councilmember's Haase and Niemann voted aye. Councilmember's Carney, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, Minton, and Gericke voted no. Motion failed.

Library Discussion – Library Director Steve Fosselman stated the public would not see any difference in service with the changes proposed of using part-time instead of full time. Comments were made regarding the Library Board setting goals and the Library Director implementing those goals.

Ms. Monter stated that at the next regular City Council meeting of September 11, 2012 the Council would need to finalize the budget or have a special meeting before the budget was due to the state on September 20, 2012.

Grand Generation Center Discussion – comments were made concerning the August 30, 2012 meeting with three County Supervisors, three City Councilmembers and representatives from the

Grand Generation Center regarding the Grand Generation Center funding. Ms. Monter stated that if the Council decided to change the amount (\$100,000.00) currently in the budget for the Grand Generation Center, she would have time to make those changes after the September 11, 2012 meeting.

Motion by Gilbert, second by Ramsey to reconsider the motion from the August 21, 2012 Special meeting "to postpone the vote on the Grand Generation Center funding until after the City/County meeting occurred. Upon roll call vote, Councilmember's Haase, Ramsey, Gilbert, Donaldson, and Dugan voted aye. Councilmember's Carney, Niemann, Nickerson, Minton, and Gericke voted no. Mayor Vavricek chose not to cast the deciding vote. Motion failed.

ADJOURNMENT: The meeting was adjourned at 10:05 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G2

Approving Request from Hoch, Inc. dba H & H Distributing, 4221 Juergen Road for an Addition to Class “W-13932” and Class “X-75175” Liquor Licenses

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

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G3

**#2012-238 - Approving Final Plat and Subdivision Agreement for
Rapien Second Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 11, 2012

Subject: Rapien Second Subdivision - Final Plat

Item #'s: G-3

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

Background

This property is located north of US Highway 30 and south of Seedling Mile Road. This final plat proposes to create 3 Lots on a tract of land comprising all of Lots One (1) and Two (2), Rapien Subdivision in the City of Grand Island, Hall County, Nebraska, said tract containing 3.407 acres.

Discussion

The revised plat for Rapien Second Subdivision Final Plat was considered by the Regional Planning Commission at the September 5, 2012 meeting.

A motion was made by Amick and seconded by Bredthauer to approve the plat as presented. A motion was also made to approve the Final Plat for Rapien Second Subdivision.

A roll call vote was taken and the motion passed with 10 members present and voting in favor (Amick, Eriksen, Connelly, McCarty, Snodgrass, O'Neill, Bredthauer, Ruge, Reynolds and Haskins) and no one voting against.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.



LOCATION MAP



Sterling Estates Second Subdivision
Developer/Owner

Randy F. & Marianne Rapien
226 Lakeside Drive
Grand Island NE 68801

To create 3 lots north of US Highway 30 and south of Seedling Mile Road, in the City of Grand Island, in Hall County, Nebraska.

Size: 3.407 acres

Zoning: M2 – Heavy Manufacturing Zone

Road Access: City Roads

Water Public: City water is available

Sewer Public: City sewer is available



RESOLUTION 2012-238

WHEREAS, Randy F. Rapien and Marianne Rapien, husband and wife, being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "RAPIEN SECOND SUBDIVISION", to be laid out into 3 lots, a tract of land comprising all of Lots One (1) and Two (2), Rapien Subdivision in the City of Grand Island, Hall County Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G4

**#2012-239 - Approving Final Plat and Subdivision Agreement for
Sophie Acres Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 11, 2012

Subject: Sophie Acres Subdivision - Final Plat

Item #'s: G-4

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

Background

This property is located east of Gunbarrel Road and south of Bismark Road. This final plat proposes to create 1 Lot on a tract of land comprising a part of the West Half of the Southwest Quarter (W1/2 SW1/4), Section Nineteen (19), Township Eleven (11) North, Range Eight (8), in the two mile jurisdiction of the City of Grand Island, Merrick County, Nebraska, said tract containing 10.229 acres.

Discussion

The revised plat for Sophie Acres Subdivision Final Plat was considered by the Interjurisdictional Planning Commission at the September 5, 2012 meeting.

A motion was made by Ericksen and seconded by Wiegert to approve the plat as presented. A motion was also made to approve the Final Plat for Sophie Acres Subdivision.

A roll call vote was taken and the motion passed with 4 members present and voting in favor (Eriksen, Connelly, Bredthauer and Wiegert) and no one voting against.

Alternatives

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

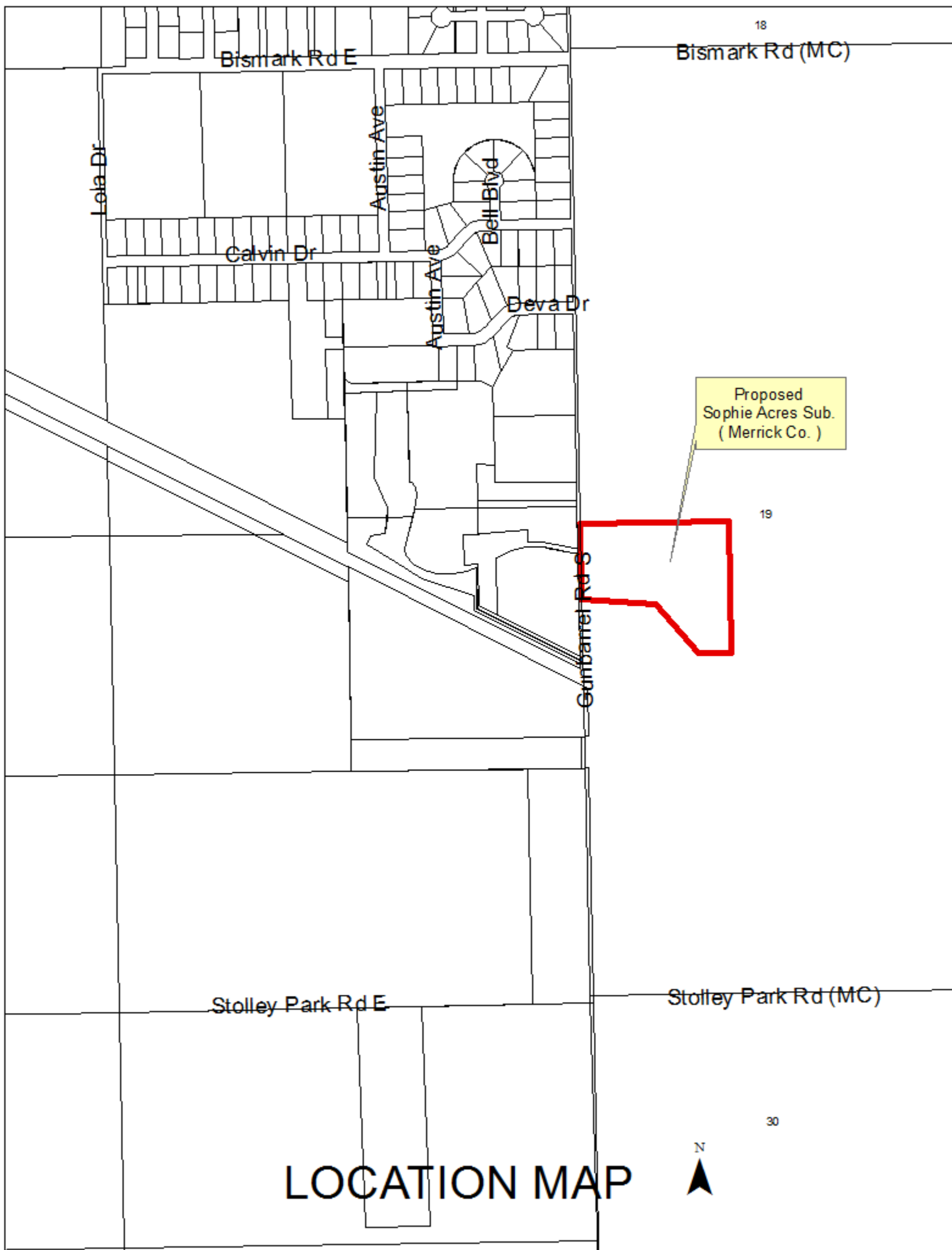
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Sterling Estates Second Subdivision
Developer/Owner

Tommy Ummel Jr.
1475 South Gunbarrel Road
Grand Island NE 68801

To create 1 lot east of Gunbarrel Road and south of Bismark Road, in the two mile jurisdiction of the City of Grand Island, in Merrick County, Nebraska.

Size: 10.229 acres

Zoning:

Road Access: County Road

Water Public: City water is not available

Sewer Public: City sewer is not available



RESOLUTION 2012-239

WHEREAS, Tommy L. Ummel Jr. and Cary K. Ummel, husband and wife being the said owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "SOPHIE ACRES SUBDIVISION", to be laid out into 1 lot, a tract of land comprising a part of the West Half of the Southwest Quarter (W1/2 SW1/4), of Section Nineteen (19), Township Eleven (11) North, Range Eight (8) West of the 6th P.M., in the two mile jurisdiction of the City of Grand Island, Merrick County Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11th, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G5

#2012-240 - Approving Acquisition of Utility Easement - 151 East Capital Avenue (Merrick County) - Medbery & Peterson

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2012-240

WHEREAS, a public utility easement is required by the City of Grand Island, from George Medbery and Douglas Peterson, 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 September 11, 2012, for the purpose of discussing the proposed acquisition of an easement twenty to thirty feet in width, the centerline of which is located in Merrick County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) Section Six (6), Township Eleven (11) North, Range Eight (8) West; thence westerly along the southerly line of said Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) Section Six (6), Township Eleven (11) North, Range Eight (8) West, on an assumed bearing of S89°07'19"W, distance of three hundred six and eighty six hundredths (306.86) feet; thence N01°09'26"W, a distance of thirty three (33.0) feet to a point on the northerly right-of-way line of Capital Avenue, being the ACTUAL Point of Beginning; thence N36°18'53"E, a distance of four hundred fifty five and eighteen hundredths (455.18) feet; thence N01°08'52"W, a distance of two hundred fifty five and thirty eight hundredths (255.38) feet; thence N88°51'08"E, a distance of thirty (30.0) feet to a point on the easterly line of said Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) Section Six (6), Township Eleven (11) North, Range Eight (8) West; thence S01°08'52"E along easterly line of said Southeast Quarter of the Southwest Quarter (SE1/4, SW1/4) Section Six (6), Township Eleven (11) North, Range Eight (8) West, a distance of two hundred forty nine and eleven hundredths (249.11) feet; thence S36°18'53"W, a distance of four hundred sixty three and twenty three (463.23) feet to a point on the northerly right-of-way line of said Capital Avenue; thence S89°07'19"W along the northerly line of said Capital Avenue, a distance of twenty five and eleven hundredths (25.11) feet to the said Point of Beginning.

The above-described easement and right-of-way containing 0.38 acres, more or less, as shown on the plat dated 8/22/2012, 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 George Medbery and Douglas Peterson, on the above-described tract of land.

- - -

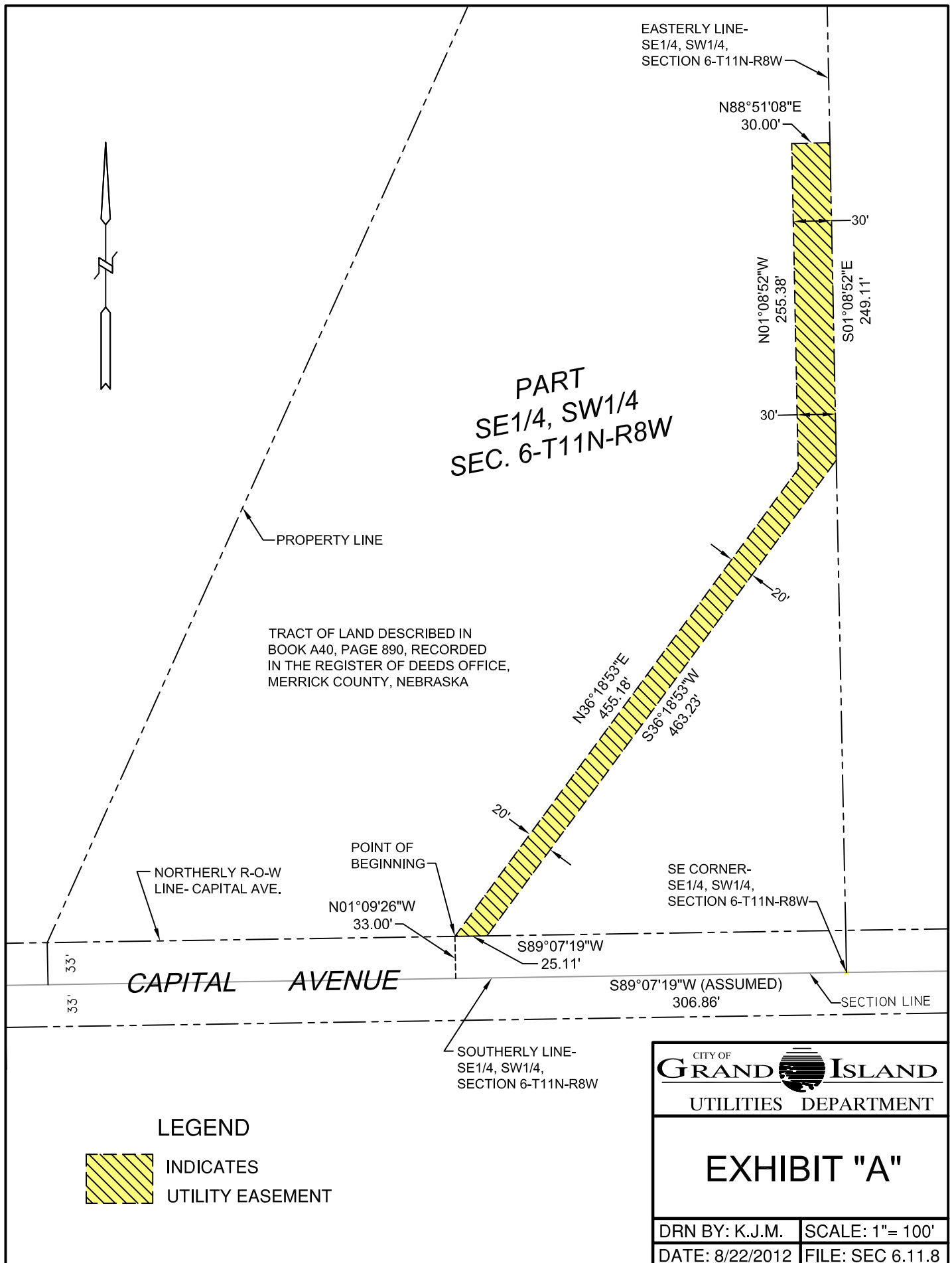
Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G6

#2012-241 - Approving Acquisition of Utility Easement - 518 East Capital Avenue - Capital Mobile Home Park, LLC

This item relates to the aforementioned Public Hearing item E-9.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2012-241

WHEREAS, a public utility easement is required by the City of Grand Island, from Capital Mobile Home Park, LLC, 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 September 11, 2012, for the purpose of discussing the proposed acquisition of an easement twenty feet in width, the centerline of which is located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the northeast corner of Lot One (1) Smith Acres Subdivision, said point being on the westerly line of the East Half, of the East Half, of the West Half, of the Southeast Quarter (E1/2, E1/2, W1/2, SE1/4) Section Four (4), Township Eleven (11) North, Range 9 West; thence northerly along the westerly line of the East Half, of the East Half, of the West Half, of the Southeast Quarter (E1/2, E1/2, W1/2, SE1/4) Section Four (4), Township Eleven (11) North, Range Nine (9) West, a distance of seven hundred ninety and eighty three hundredths (790.83) feet to the ACTUAL Point of Beginning; thence deflecting right 87° 23' 16" and running northeasterly, a distance of three hundred thirty eight and thirty one hundredths (338.31) feet to point of the easterly line of a tract of land described in instrument 200305777 recorded in the Register of Deed's Office, Hall County, Nebraska. The side lines of the above described easement and right-of-way being prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing 0.156 acres, more or less, as shown on the plat dated 8/15/2012, 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 Capital Mobile Home Park, LLC, on the above-described tract of land.

- - -

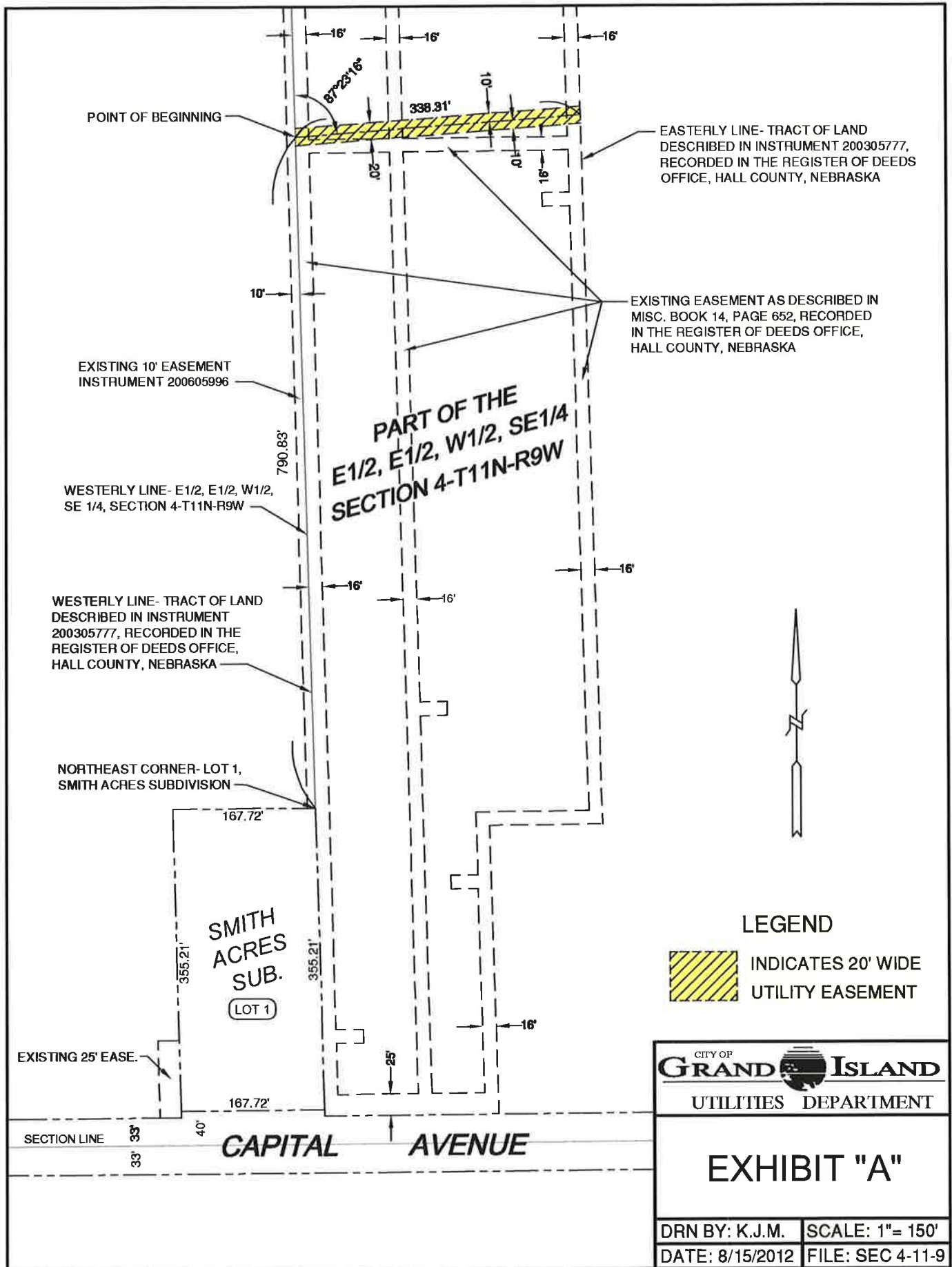
Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G7

#2012-242 - Approving Boiler, Machinery and Terrorism Insurance for the Utilities Department for 2012 - 2013

Staff Contact: Tim Luchsinger, Jason Eley

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney

Meeting: September 11, 2012

Subject: Boiler and Machinery Insurance – Utilities Department

Item #'s: G-7

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Utilities Department Boiler and Machinery Property Peril and Fire insurance expires October 1, 2012. This insurance is specifically designed for Electric Utilities and is readily adaptable to the Water Utility, which is also included in the coverage. The standard policy excludes losses due to acts of terrorism unless the optional Terrorism Insurance is accepted. The Utilities Department's insurance provider, FM Global, provided the attached proposal for renewal of the present coverage.

The complete policy is available in the Utilities office for review, along with a Policy Holder Disclosure form for execution by the City, either accepting or rejecting terrorism coverage. The renewal proposal and proposed policy have been reviewed by the Legal Department.

Discussion

Key provisions included in the proposed renewal are an increase in the insured valuation from \$479,159,578.00, to \$500,873,124.00; a premium increase of \$23,221.00, which results in an annual premium change from \$382,936.00 for the current year to \$406,157.00, for the 2012-2013 year; and a premium increase of \$1,311.00 for Terrorism Insurance, which results in an annual premium change from \$22,372.00 for the current year to \$23,683.00 for the 2012-2013 year.

The increase in insured valuation of assets was reviewed by Utility staff and is in line with replacement costs seen in the utility industry, as well as the resulting policy premium increase.

The annual premium to add terrorism coverage is \$23,683.00. The probability that a relatively remote location in the central part of the nation would be targeted for a terrorist attack may be very unlikely, but the determination of a terrorist attack is not clearly defined, such as an attack similar to the Oklahoma City Federal Building. Regardless of the cause, the loss of a high valued asset as the Platte Generating Station must be protected from risk, and the acceptance of Terrorism Insurance is recommended.

The premium for the renewal of the Boiler and Machinery, Property Peril, and Fire coverage is \$429,840.00, which includes Terrorism Insurance, and is recommended by the Utilities Department for approval.

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 renewal of the Utilities Department's Boiler and Machinery, Property and Peril, and Fire Insurance with FM Global, and execution of the Notice of Terrorism Insurance Coverage form to accept that coverage.

Sample Motion

Move to approve acceptance of the FM Global Insurance for the Utilities Department, with authorization to accept the Terrorism Coverage.

Proposal

City of Grand Island
August 8, 2012



Overview

FM Global's promise is to protect the value created by our clients business. We do that by providing engineering services, risk transfer capacity and contract certainty with an industry leading policy. For the 2012 renewal our goal is to broaden the existing coverages offered with the new Power Gen policy. The FM Global team wants to thank you for your business and we look forward to continuing our long term relationship.

Client Service Plan /Accomplishments

As a result of the continued collaboration it is anticipated only one recommendation will remain starting around January 2013.

FM Global will review plans for and assist with the installation of Substation J. Construction will begin the fall of 2012.

The renewal policy is revised for the 2012 renewal and will provide additional coverages

Insurance

FM Global continually looks for ways to improve our policy forms, either by enhancing coverage, making modifications that result in greater clarification, or improving the policy design for ease of use in identifying coverage terms and conditions. We strive to be a leader in contract certainty.

We are excited to introduce an FM Global **PowerGen** Advantage form tailored to specifically address exposures and meet the unique needs of the Power Generation industry. For your convenience, we have grouped the changes into two categories: Coverage Enhancements and Contract Certainty Improvements.

Coverage Enhancements

To help protect your business success, we are continually looking to provide meaningful coverage enhancements. With the new policy form we have introduced numerous enhancements which will be incorporated into your policy at renewal at ***no additional cost***.

In addition, we are introducing a new, market leading approach available for customers desiring Time Element coverage. Should you not currently purchase Gross Earnings or Replacement Power coverage, we want you to be aware of POWER INCOME coverage, designed to better protect both your revenue streams and address the wide gamut of issues associated with power purchase agreements.

PROPERTY DAMAGE

- **Automatic Coverage**
 - This cover has been expanded to “wrap around” any existing insurance cover on a newly acquired location, rather than fully excluding cover under our policy if there is other insurance in place.
- **Demolition and Increased Cost of Construction**
 - Previously, coverage applied only to buildings and structures. Now it includes your machinery and equipment that is subject to code requirements (except for codes involving contamination or pollution).
- **Expediting Costs**
 - In order to expand coverage for additional costs incurred in support of your efforts to resume operations quickly after a loss, this now applies not just to costs for temporary repair or to expedite permanent replacement, but also for temporary replacement of insured equipment. This may be a significant advantage for costs previously covered under Time Element, as Property Damage is normally subject to a lesser deductible. We will discuss a loss example.
- **Fill Beneath Defined Property**
 - An exception has been made to the Property Excluded clause to cover fill beneath defined property. Fill beneath roadways and pavements was previously excluded.
 - Covers fill beneath roadways and pavements as well as fill beneath parking lots, walkways, railways, transformer enclosures, and buildings and structures.
- **Machinery or Equipment Startup Option**
 - With this coverage, we’ve added flexibility to the application of property damage deductibles for loss during startup of machinery or equipment, following the original loss. For example, if a machine is damaged and sent out for repairs, and then after being reinstalled, suffers another loss, we would typically consider that a separate occurrence subject to a new deductible. Now you can choose to treat this as one occurrence if doing so provides the best recovery. We will discuss a loss example.
- **Off Premises Storage For Property Under Construction**
 - Expanded to cover such property not only at a storage site, but also while in transit from one storage site to another, or to a construction project at your insured location.
- **Personal Property Not At A Location**
 - Covers incidental personal property exposures that are not at a “location” and are not covered elsewhere under the policy.

- **Reduced Deductible for Fire Protection Equipment**
 - Reinforces FM Global's business model and belief in the effectiveness of automatic protection by providing a 50 percent deductible reduction for loss or damage to fire protection equipment or caused by accidental discharge from such equipment.
- **Valuation – Repair/Replace Time**
 - Provides the flexibility to extend beyond two years the time required for the policy to allow loss settlement on a repair or replacement basis.

TIME ELEMENT Enhancements –

- **Civil or Military Authority**
 - Previously, this coverage responded to an order of civil authority prohibiting access to an insured location. Recognizing that the distinction between civil and military authority can often become ambiguous, we have expanded this coverage to include military authority.

In total, these enhancements to your policy underscore our commitment to providing coverage that meets your most current, and most critical, business needs.

Contract Certainty Improvements

None of the new language will in any way change coverage intent or the manner in which claims are adjusted.

Construction/Design

- **Definitions**
 - All words that have a specific meaning within the form appear lowercased and in bold, and have been consolidated in one place in the General Provisions section of the policy.
 - Earth movement and flood are now found in the Definitions clause, not in Additional Coverages. This being an All Risk form, with no specific exclusion for either, they are already covered perils.
 - We have taken measures to avoid using the same word in different contexts, and to improve consistency of common phraseology and streamline the language.
- **Exclusions**
 - Instead of having two sets of exclusions at opposite ends of the Property Damage section, we repositioned them consecutively near the front of the section for a more efficient structure.
 - Similarly, the Time Element Exclusions, along with the Period of Liability, have been moved up from the back of the Time Element section.

- **Limits of Liability and Deductibles**
 - Reformatted into tabular form for ease of matching coverages to their respective limits and deductibles.
 - Alphabetized to be consistent with the manner in which coverages appear in the policy.
 - Application of percent deductibles is described once, in the newly organized Deductible General Provisions, rather than repetitively with the actual deductibles, in order to more concisely present the deductibles.
- **Valuation**
 - Previously appearing in the Loss Adjustment and Settlement section, this clause has been moved into the Property Damage section.
 - Coverage-specific valuations now appear within their respective coverages.
- **Waiting Periods**
 - The Waiting Period clause has been removed from the Declarations section, and the waiting periods have been placed into their respective coverages.
 - Along with the placement of coverage-specific valuations, this change signals a move toward providing as much information as possible about a particular coverage within the coverage itself, to reduce the amount of cross-referencing required.

Modifications/Clarifications

- **Combining of Similar Clauses**
 - To further streamline the policy, we have combined coverages that are similar in nature. For example:
 - Loss Adjustment/Payable and Additional Insurable Interests/Certificates of Insurance: These two clauses, previously located in the Loss Adjustment and Settlement and General Provisions sections respectively, have been combined and moved up into the Declarations section.
 - Fine Arts and Valuable Papers and Records: In combining these two coverages we have also expanded both.
 - Loss Payment Increased Tax Liability: A combination of Non-Admitted Increased Tax Liability and Tax Treatment of Profits.
- **Insuring Agreement**
 - Our insuring agreement language, which affirms that the policy covers all risks of physical loss or damage, previously appeared only on the Declarations Page. Now it is repeated at the beginning of the first section of the form.
 -
- **Professional Fees**
 - In order to be more consistent with commonly used international terminology, and to more accurately reflect the purpose of its language, this coverage has been renamed Claims Preparation Costs.

We believe the best time to discuss policy coverage is before the loss. I would be pleased to review any of these changes in more detail as needed.

***Note:** The above does not replace or modify any of the actual terms and conditions stated in the policy. For the actual terms and conditions of your coverage, please refer to your FM Global policy.*

Additional changes from the current Policy include:

- Correct the policy limit from \$580M to \$510M
- Reminder – Renewal Policy includes \$3,000,000 limit for All – Risk coverage to coal pile

Contract Certainty – FM Global strives to continue to be a leader in contract certainty. Another new resource available is the FM Global Advantage Policy Commentary, available on MyRisk to help you better understand the full scope of the FM Global Advantage policy. The commentary takes language directly from the policy and offers simple explanations of the clauses and definitions, plus realistic loss examples. It is structured to make it quick and easy to find a specific term, clause or definition. This is unique in the marketplace, and demonstrates our commitment to policy transparency.

We continue to pride ourselves on ensuring that documentation reflecting our agreements is provided in a timely manner. With agreement to all renewal terms, if an order to bind coverage as outlined herein is confirmed at least five business days prior to renewal, FM Global will guarantee that the Master Policy will be delivered prior to the renewal date.

Financial Strength and Business Model

Financial Strength and Stability

Despite the tumultuous economy, FM Global maintains a solid balance sheet with ample liquidity to meet policyholder obligations. As of 31 December 2011, Policyholders' Surplus was nearly US \$6.9 billion and Gross Premium in force was nearly US \$5.1 billion.

FM Global's ability to provide stable capacity and meet its obligations to policyholders has been confirmed by major industry rating agencies, principally:

In September 2011 A.M. Best affirmed FM Global's A+ (Superior) rating and Stable rating outlook, citing FM Global's "solid operating performance" and "very strong capitalization". An A+ rating is assigned to those insurers with "a very strong ability to meet their ongoing obligations to policyholders", according to A.M. Best, who also noted FM Global as a "market leader" as a result of its "stable capacity, unmatched engineering, global reach, loss prevention technology and shared commitment to property preservation . . ." for its policyholders.

In February 2012 Fitch Ratings affirmed FM Global's AA (Very Strong) rating and Stable rating outlook. Fitch views FM Global's engineering capabilities and property loss prevention services as "key advantages that are difficult for competitors to replicate", and believes "this expertise will result in underwriting results that are consistently better than peers."

Mutual Ownership

As a mutual company, our clients are our owners. Our difference is the ability to absorb and tolerate volatility. The value to our clients is large, stable capacity and the ability to focus on understanding the risk.

Our philosophy as a mutual company is that to meet our customers' needs we must maintain open lines of communication. Through our Board of Directors, Regional Advisory Boards and Risk Management Executive Councils, FM Global senior management receives input from a representation of policyholders. Many positive changes in our operations including the development of new products have been made as a result of these interactions.

As a mutual company, FM Global is able to share our positive results with clients instead of returning money to shareholders. We have been able to deliver this benefit in a number of ways including:

Membership Credits - we have distributed five Membership Credits with a total of nearly US \$1.65 billion returned to our policyholders since 2001. A Membership Credit was not declared by the Board of Directors that would affect this renewal. The 2010 – 2011 renewal invoice provided a Membership Credit in the amount of USD54,073.

Expanded Capacity - as our capital grows we have an obligation as a mutual insurer to make available corresponding additional capacity to our clients.

Increased Program Stability - as our capacity expands we are less reliant on facultative reinsurance and therefore certain market conditions.

Sustainability Select

"Sustainability Select" is an optional two-part coverage enhancement which provides a unique avenue toward developing sound, sustainable risk improvement strategies—and one that will assimilate nicely with your overall sustainability initiatives. The first part provides for risk improvement following a loss, and the other for providing funds to repair or replace physically damaged portions of a facility with materials that qualify as "green." These coverages are available either separately or together, and both are available on a location specific basis, giving you maximum flexibility to concentrate your sustainability efforts where you feel they are needed most.

These covers offer a prudent choice for companies in search of creative financing solutions for maintaining sustainable and environmentally sound facilities.

- **Risk Improvement Coverage** provides for risk improvement following a loss. It allows you to spend additional funds to complete physical protection recommendations published in the FM Global Property Loss Prevention Data Sheets current at the time of the loss.
 - No other carrier offers any coverage like this, nor do they have the ability to do so effectively.
 - This allows you to transfer some of the risk expense for improving the risk quality at a given location to FM Global *after* a loss occurs!
 - The payment is not limited to the physically damaged property – it can be used to satisfy any recommendation within the location affected by the loss, whether or not that portion of the location experienced any damage.
 - There is a two-year timeframe in which to make the improvements.
 - Coverage also applies to loss or damage to production equipment.
 - Pays for 10% of the property damage loss at the location, up to USD500,000 per occurrence.
- **Green Coverage** provides you with the opportunity to more easily upgrade physically damaged portions of your facility using more efficient and environmentally accommodating building materials and practices.
 - Damaged portions of the facility can be repaired or replaced to any recognized “green” standard. By not tying this coverage to any one specific “green” authority (for example, LEED), you are given the flexibility to use locally recognized certification authorities/professionals.
 - Time Element coverage is included.
 - Pays up to 25% of the loss amount to the damaged property, up to USD5,000,000 per occurrence.

Schedule of Locations and Values

Loc. No.	Address	100% Values	
	See Policy for schedule of locations		
		Building	USD 73,986,017
		<u>Machinery and Equipment</u>	<u>USD 423,887,107</u>
		Total Property	USD 500,873,124

Total Insurable Value:

2011	2012	(Overall summary)
USD 479,159,578	USD 500,873,124	4.53% Increase in Value

Premium

2011	2012	
USD 382,936 All Risk	USD 406,157 All Risk	
<u>USD 22,372 Terrorism</u>	<u>USD 23,683 Terrorism</u>	<u>1.52% Increase in Rate</u>
USD 405,308 Total	USD 429,840 Total	6.05% Total Increase

Sustainability Select Coverage

Coverage	Limit	Premium
A	USD100,000	Quote Available
	USD500,000	Quote Available
B	USD500,000	Quote Available
	USD5,000,000	Quote Available

Payment is due upon receipt of invoice or on the date coverage begins, whichever is later. Policies will be subject to cancellation for non-payment of premium bills.

Premium does not include various fees, taxes or surcharges.

Premium does not include the quote for Certified Terrorism. See the optional Terrorism quote detailed elsewhere.

U. S. Terrorism

The Terrorism Risk Insurance Act of 2002 as amended and extended in 2005 and again in 2007, requires that insurers advise clients, prior to the renewal date of their current policy, of their option to elect or reject terrorism coverage under the act as part of their property renewal policy. It also requires insurers to disclose the cost of such coverage for the policy term. As a brief reminder, the act provides licensed, admitted carriers with a substantial federal reinsurance backstop for terrorism acts that are certified by the Secretary of the Treasury of the United States as covered events (known as certified losses). Generally speaking, the act responds strictly to events that take place within the United States, its protectorates, territories, and possessions. The Act has been extended to expire on 31 December 2014.

Attached is the Policyholder Disclosure Notice of Terrorism Insurance Coverage document and the applicable certified terrorism endorsement. **Please note the following important conditions that require your action:**

The Disclosure form must be completed, signed and returned to Patrick Belding prior to the renewal policy effective date of October 1, 2012 indicating your choice to accept or decline certified coverage as part of your renewal policy.

The premium for certified coverage is USD23,683 for the term of October 1, 2012 to October 1, 2013. This premium corresponds with the annual premium stated on the Policyholder Disclosure Notice of Terrorism Insurance Coverage and does not include applicable taxes or surcharges.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Date: August 8, 2012

Insured Name: The City of Grand Island
Account Number: 05249

Insurer Name: Factory Mutual Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005 and again in 2007, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS THE U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE PROGRAM YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF October 1, 2012 THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of \$23,683. This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

Policyholder / Applicant Signature

Print Name

Date

SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT

This Endorsement is applicable to all insured Locations in the United States, its territories and possessions and the Commonwealth of Puerto Rico.

Coverage for “Certified Act of Terrorism” Under The Terrorism Risk Insurance Act of 2002, as amended.

In consideration of a premium charged of USD23,683 this Policy, subject to the terms and conditions therein and in this Endorsement, covers direct physical loss or damage to insured property and any resulting TIME ELEMENT loss, as provided in the TIME ELEMENT section of the Policy, caused by or resulting from a Certified Act of Terrorism as defined herein.

Notwithstanding anything contained elsewhere in this Policy, any exclusion or limitation of terrorism in this Policy and any endorsement attached to and made a part of this Policy, is hereby amended to the effect that such exclusion or limitation does not apply to a “Certified Act of Terrorism” as defined herein. This amendment does not apply to any limit of liability for a Certified Act of Terrorism, if any, stated under the LIMITS OF LIABILITY clause of the DECLARATIONS section of this Policy.

With respect to any one or more Certified Act(s) of Terrorism, this Company will not pay any amounts for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act of 2002 (including subsequent action of Congress pursuant to the Act) which includes a provision stating that if the aggregate insured losses exceed USD100,000,000,000 during any program year, neither the United States Government nor any insurer that has met its insurer deductible shall be liable for the payment of any portion of the amount of such losses that exceed USD100,000,000,000. If the aggregate insured losses for all insurers exceed USD100,000,000,000, your coverage may be reduced.

The coverage provided under this Endorsement for “Certified” losses caused by acts of terrorism will be partially reimbursed by the United States Government under a formula established by Federal Law. Under this formula, the United States pays 85% of covered terrorism losses exceeding a statutorily established retention by the insurer referenced in this Policy. The premium charged for this coverage is provided above.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Endorsement or the Policy.

The coverage provided by this Endorsement only applies to a Certified Act of Terrorism.

Reference and Application: The following term(s) means:

Form FMG7308

Page 1 of 2

Edition January 2008

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FM Global - St. Louis Operations

Rev 2-15-12

Certified Act of Terrorism:

A “Certified Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended in 2005 and in 2007. The criteria contained in that Act for a “Certified Act of Terrorism” include the following:

- a. The act resulted in aggregate losses in excess of USD5,000,000; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

RESOLUTION 2011-242

WHEREAS, the City's Utility Department subscribes to insurance for boiler and machinery, property, peril and fire coverage; and

WHEREAS, the boiler and machinery, property, peril and fire coverage insurance term expires October 1, 2012; and

WHEREAS, the insurance of electric and water utilities facilities is a specialized market with a limited number of potential providers; and

WHEREAS, valuation adjustments resulted in an increased total insured value of property from the present amount of \$479,159,578.00 to \$500,873,124.00; and

WHEREAS, a proposal to renew insurance for the 2012 – 2013 fiscal year was received from the current provider, Factory Mutual Insurance Company of St. Louis, Missouri, for a renewal premium of \$429,840.00, including the terrorism coverage; and

WHEREAS, the City has opted to accept the optional Terrorism Insurance Coverage; and

WHEREAS, the insurance provider requires that the City either accept or reject Terrorism Insurance Coverage by executing the form provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Factory Mutual Insurance Company of St. Louis, Missouri, with premium in the amount of \$406,157.00, is hereby approved, and to execute the form to accept Terrorism Insurance Coverage, with a premium in the amount of \$23,683.00 for a total of \$429,840.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G8

**#2012-243 - Approving Supplemental Agreements with the
Burlington Northern Santa Fe Railroad - Double Track Project**

Staff Contact: Tim Luchsinger, Robert Sivick, Terry Brown

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Robert Sivick, City Attorney

Meeting: September 11, 2012

Subject: Burlington North Santa Fe Supplemental Agreements –
Double Track Project

Item #'s: G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Burlington Northern Santa Fe (BNSF) is in the process of constructing a second track through Grand Island. To facilitate that construction and as a result of the Agreement entered into between the City and BNSF on December 6, 2011, a number of supplemental agreements will need to be approved.

The next agreements to come before City Council for approval are as follows:

1. Mile Post (MP) 95.96 – Storm Sewer Line – 3rd Street Right-of-Way
2. Mile Post (MP) 96.44 – Sanitary Sewer Line – Between 8th and 9th Streets
3. Mile Post (MP) 96.03 – Potable Water Line – South side of UPRR tracks
4. Mile Post (MP) 96.27 – Sanitary Sewer Line – 5th Street Right-of-Way
5. Mile Post (MP) 96.42 – Potable Water Line – 8th Street Right-of-Way
6. Mile Post (MP) 96.38 – Potable Water Line – 7th Street Right-of-Way
7. Mile Post (MP) 96.24 – Potable Water Line – 5th Street Right-of-Way

Discussion

The supplemental agreements also include insurance requirements and working conditions for parties performing activities on railroad property.

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 supplemental agreements with BNSF for the electrical crossing at Mile Post 95.96, Mile Post 96.44, Mile Post 96.03, Mile Post 96.27, Mile Post 96.42, Mile Post 96.38 and Mile Post 96.24.

Sample Motion

Move to approve the supplemental agreements with BNSF for the Double Track Project.

PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective _____, 2012 (the "Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and the **CITY OF GRAND ISLAND**, a Nebraska corporation ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) reinforced concrete pipeline, seventy-two (72) inches in diameter (the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Grand Island, County of Hall, State of Nebraska, Line Segment 0004, Mile Post 95.96 as shown on the attached Drawing No. 1-55262, dated July 2, 2012, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry gravity storm sewage, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. Intentionally omitted.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last

published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Pipeline.**
 - 11.1 Licensee shall notify Licensor's Roadmaster, Don Marget, at York, NE, telephone (402) 362-5501, cell (402) 429-4055, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that it will not at any time be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 26 hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensors property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensors and Licensors affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER NEGLIGENCE OF ANY INDEMNITEE.**
- 13.4 **TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 13.3, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THE LICENSE SHOULD NOT BE SO CONSTRUED. IN THE EVENT ANY AGENCY OR COURT CONSTRUES THE LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.5 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY**

PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE. LICENSEE'S OBLIGATIONS UNDER THIS SECTION 13.5 ARE REGARDLESS OF ANY NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE RELATED TO SUCH CAUSES OF ACTION.

- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation Legal Requirements of the state(s) in which the work is to be performed. If optional under state Legal Requirements, the insurance must cover all employees anyway.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 15.6.8 Not more frequently than once every five 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.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety training program at the Website "www.contractororientation.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensors property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee shall fail to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately in the event Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee.
- 23.5 This License may be terminated by Licensee upon execution of Licensor's then-current Mutual Termination Letter Agreement. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date of this License.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Licensor may, at its election (i) either remove the Pipeline and the Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee may take and hold the Pipeline and the Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, in the event Licensor has consented to the Pipeline and the Improvements remaining on the Premises following termination, or in the event Licensor has elected to purchase the same as provided herein, Licensee shall, upon request by Licensor, provide a Bill of Sale in a form acceptable to Licensor conveying the Pipeline and the Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, in the event Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of

the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Manager Real Estate

If to Licensee: City of Grand Island
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802
Attn: Public Works Director

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License; whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.
33. Joint and Several Liability. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The Exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

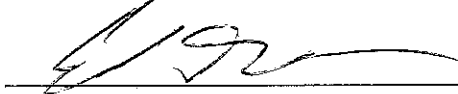
END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155

By: 

Name: Ed Darter, Vice President National Accounts

Date: _____

LICENSEE:

City of Grand Island, a Nebraska corporation

By: _____

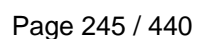
Name: _____

Title: _____

Date: _____

CITY OF GRAND ISLAND

MAP REF. S71483



PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective _____, 2012 (the "Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and the **CITY OF GRAND ISLAND**, a Nebraska corporation ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, eight (8) inches in diameter inside an eighteen inch (18") steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Grand Island, County of Hall, State of Nebraska, Line Segment 0004, Mile Post 96.44 as shown on the attached Drawing No. 1-55268, dated July 3, 2012, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry sanitary sewage, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. Intentionally omitted.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest

on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Pipeline.**
 - 11.1 Licensee shall notify Licensor's Roadmaster, Don Marget, at York, NE, telephone (402) 362-5501, cell (402) 429-4055, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that it will not at any time be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 26 hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensors property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) **"Indemnitees"** means Licensors affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) **"Liabilities"** means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) **"Licensee Parties"** means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER NEGLIGENCE OF ANY INDEMNITEE.**
- 13.4 **TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 13.3, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THE LICENSE SHOULD NOT BE SO CONSTRUED. IN THE EVENT ANY AGENCY OR COURT CONSTRUES THE LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.5 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY**

PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE. LICENSEE'S OBLIGATIONS UNDER THIS SECTION 13.5 ARE REGARDLESS OF ANY NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE RELATED TO SUCH CAUSES OF ACTION.

- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation Legal Requirements of the state(s) in which the work is to be performed. If optional under state Legal Requirements, the insurance must cover all employees anyway.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 15.6.8 Not more frequently than once every five 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.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety training program at the Website "www.contractororientation.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee shall fail to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately in the event Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee.
- 23.5 This License may be terminated by Licensee upon execution of Licensor's then-current Mutual Termination Letter Agreement. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date of this License.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Licensor may, at its election (i) either remove the Pipeline and the Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee may take and hold the Pipeline and the Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, in the event Licensor has consented to the Pipeline and the Improvements remaining on the Premises following termination, or in the event Licensor has elected to purchase the same as provided herein, Licensee shall, upon request by Licensor, provide a Bill of Sale in a form acceptable to Licensor conveying the Pipeline and the Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, in the event Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of

the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. **Notices.** Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Manager Real Estate

If to Licensee: City of Grand Island
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802
Attn: Public Works Director

28. **Survival.** Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. **Recordation.** It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. **Applicable Law.** All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. **Severability.** To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. **Integration.** This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.
33. **Joint and Several Liability.** In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. **Waiver.** The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The Exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155

By: _____

Name: Ed Darter, Vice President National Accounts

Date: _____

LICENSEE:

City of Grand Island, a Nebraska corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF GRAND ISLAND

SCALE: 1 IN. = 100 FT.

NEBRASKA DIV.

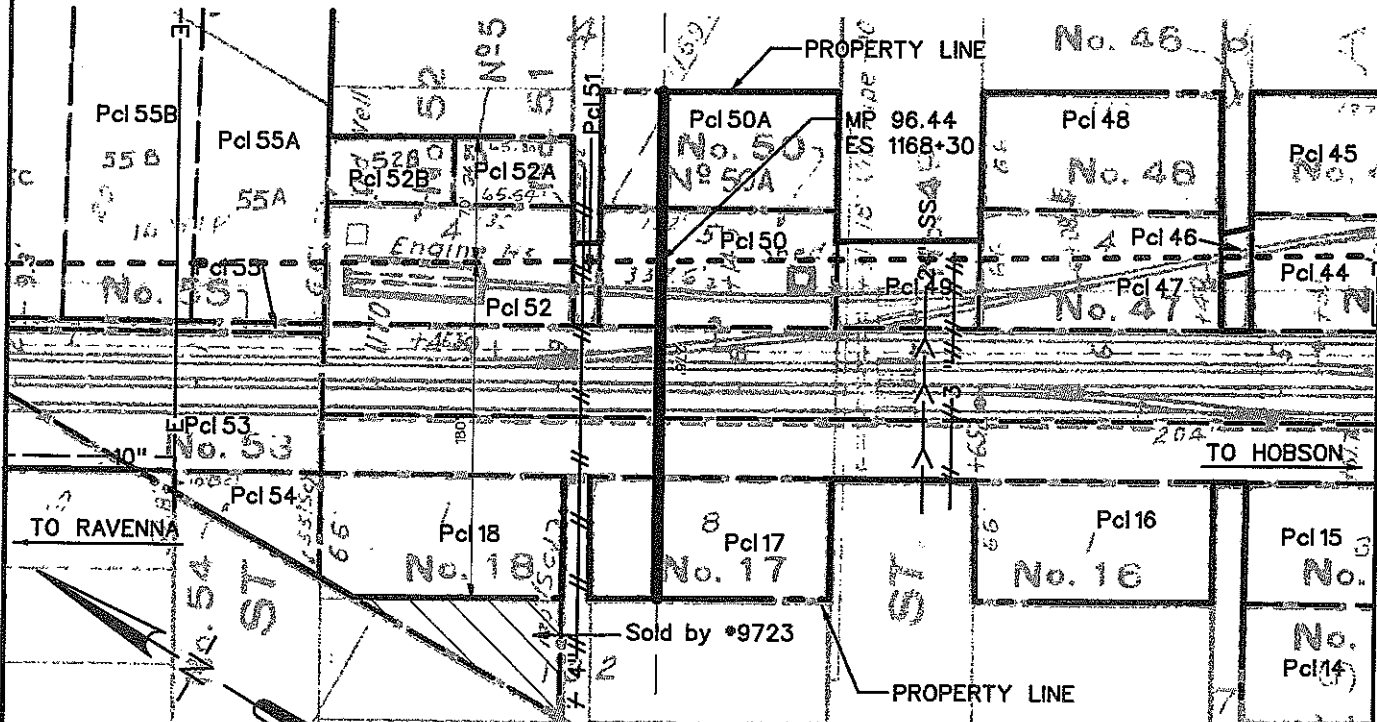
RAVENNA SUBDIV. L.S. 0004

DATE 07/03/2012

SECTION: 10
TOWNSHIP: 11N
RANGE: 09W
MERIDIAN: 6PM



MAP REF. S71484



DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD

SIZE:	CARRIER PIPE	CASING PIPE	LENGTH ON R/W:	CARRIER PIPE	CASING PIPE
CONTENTS:	8"	18"	276'	276'	
PIPE MATERIAL:	SANITARY SEWER		WORKING PRESSURE:	GRAVITY	
SPECIFICATION/GRADE:	PVC	STEEL	BURY: BASE/RAIL TO TOP OF CASING	35.35'	
WALL THICKNESS:	ASTM D3030	GRADE B	BURY: NATURAL GROUND	3' MIN	
COATING:	0.24"	0.312"	BURY: ROADWAY DITCHES	3' MIN	
	-	ASPHALT	CATHODIC PROTECTION	-	

VENTS: NUMBER — SIZE — HEIGHT OF VENT ABOVE GROUND —

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT GRAND ISLAND
COUNTY OF HALL

STATE OF NE

JHL

DRAWING NO. 1-55268

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2012 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and the **CITY OF GRAND ISLAND**, a Nebraska corporation ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, six (6) inches in diameter inside a sixteen inch (16") steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Grand Island, County of Hall, State of Nebraska, Line Segment 0004, Mile Post 96.03 as shown on the attached Drawing No. 1-55263, dated July 3, 2012, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry potable water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. Intentionally omitted.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.
8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest

on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Pipeline.**
 - 11.1 Licensee shall notify Licensor's Roadmaster, Don Marget, at York, NE, telephone (402) 362-5501, cell (402) 429-4055, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that it will not at any time be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 26 hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) **"Indemnitees"** means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) **"Liabilities"** means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) **"Licensee Parties"** means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER NEGLIGENCE OF ANY INDEMNITEE.**
- 13.4 **TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 13.3, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THE LICENSE SHOULD NOT BE SO CONSTRUED. IN THE EVENT ANY AGENCY OR COURT CONSTRUES THE LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.5 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY**

PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE. LICENSEE'S OBLIGATIONS UNDER THIS SECTION 13.5 ARE REGARDLESS OF ANY NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE RELATED TO SUCH CAUSES OF ACTION.

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor or and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation Legal Requirements of the state(s) in which the work is to be performed. If optional under state Legal Requirements, the insurance must cover all employees anyway.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 15.6.8 Not more frequently than once every five 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.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety training program at the Website "www.contractororientation.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee shall fail to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately in the event Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee.
- 23.5 This License may be terminated by Licensee upon execution of Licensor's then-current Mutual Termination Letter Agreement. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date of this License.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Licensor may, at its election (i) either remove the Pipeline and the Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee may take and hold the Pipeline and the Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, in the event Licensor has consented to the Pipeline and the Improvements remaining on the Premises following termination, or in the event Licensor has elected to purchase the same as provided herein, Licensee shall, upon request by Licensor, provide a Bill of Sale in a form acceptable to Licensor conveying the Pipeline and the Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, in the event Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of

the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Manager Real Estate

If to Licensee: City of Grand Island
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802
Attn: Public Works Director

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.
33. Joint and Several Liability. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The Exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155

By: 

Name: Ed Darter, Vice President National Accounts

Date: _____

LICENSEE:

City of Grand Island, a Nebraska corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

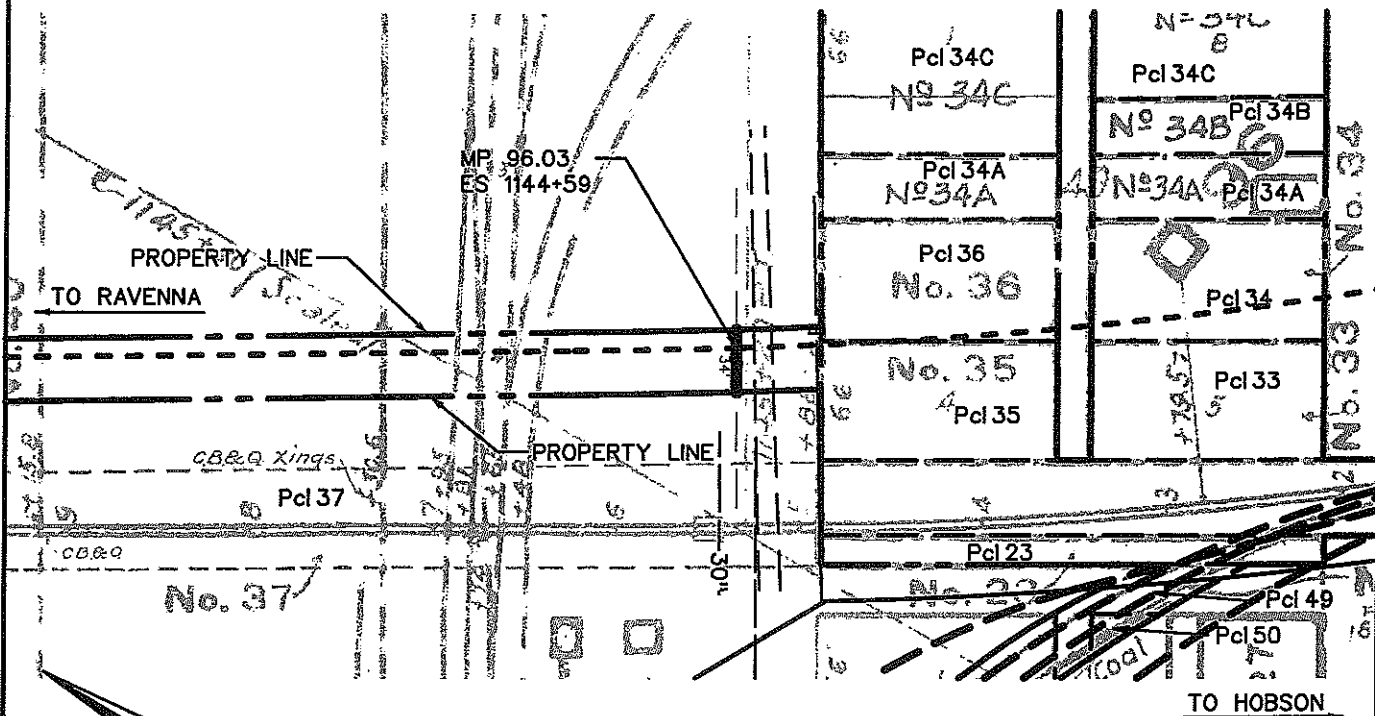
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF GRAND ISLAND

SCALE: 1 IN. = 100 FT.
NEBRASKA DIV.
RAVENNA SUBDIV. L.S. 0004
DATE 07/03/2012

SECTION: 15
TOWNSHIP: 11N
RANGE: 09W
MERIDIAN: 6PM



MAP REF. S71483



DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	6"x34'	16"x34'	LENGTH ON R/W:	34'	34'
CONTENTS:	POTABLE WATER		WORKING PRESSURE:	80 PSI	
PIPE MATERIAL:	IRON	STEEL	BURY: BASE/RAIL TO TOP OF CASING		35.6'
SPECIFICATION/GRADE:	PC 350	GRADE B	BURY: NATURAL GROUND		5.0'
WALL THICKNESS:	0.25"	0.281	BURY: ROADWAY DITCHES		5.0'
COATING:	-	YES	CATHODIC PROTECTION		NO

VENTS: NUMBER — SIZE — HEIGHT OF VENT ABOVE GROUND —

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT GRAND ISLAND
COUNTY OF HALL

STATE OF NE

JHL

DRAWING NO. 1-55263

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2012 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and the **CITY OF GRAND ISLAND**, a Nebraska corporation ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, twelve (12) inches in diameter inside a twenty-four inch (24") steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Grand Island, County of Hall, State of Nebraska, Line Segment 0004, Mile Post 96.27 as shown on the attached Drawing No. 1-55267, dated July 3, 2012, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry sanitary sewage, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. Intentionally omitted.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest

on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Pipeline.**
 - 11.1 Licensee shall notify Licensor's Roadmaster, Don Marget, at York, NE, telephone (402) 362-5501, cell (402) 429-4055, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that it will not at any time be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 26 hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER NEGLIGENCE OF ANY INDEMNITEE.**
- 13.4 **TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 13.3, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THE LICENSE SHOULD NOT BE SO CONSTRUED. IN THE EVENT ANY AGENCY OR COURT CONSTRUES THE LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.5 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY**

PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE. LICENSEE'S OBLIGATIONS UNDER THIS SECTION 13.5 ARE REGARDLESS OF ANY NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE RELATED TO SUCH CAUSES OF ACTION.

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation Legal Requirements of the state(s) in which the work is to be performed. If optional under state Legal Requirements, the insurance must cover all employees anyway.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor prior to performing any work or services under this License.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 15.6.8 Not more frequently than once every five 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.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety training program at the Website "www.contractororientation.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee shall fail to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately in the event Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee.
- 23.5 This License may be terminated by Licensee upon execution of Licensor's then-current Mutual Termination Letter Agreement. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date of this License.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Licensor may, at its election (i) either remove the Pipeline and the Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee may take and hold the Pipeline and the Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, in the event Licensor has consented to the Pipeline and the Improvements remaining on the Premises following termination, or in the event Licensor has elected to purchase the same as provided herein, Licensee shall, upon request by Licensor, provide a Bill of Sale in a form acceptable to Licensor conveying the Pipeline and the Improvements to Licensor.

MISCELLANEOUS

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, in the event Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of

the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Manager Real Estate

If to Licensee: City of Grand Island
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802
Attn: Public Works Director

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.
33. Joint and Several Liability. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The Exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155

By:  _____

Name: Ed Darter, Vice President National Accounts

Date: _____

LICENSEE:

City of Grand Island, a Nebraska corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF GRAND ISLAND

SCALE: 1 IN. = 100 FT.

NEBRASKA DIV.

RAVENNA SUBDIV. L.S. 0004

DATE 07/03/2012

SECTION: 10

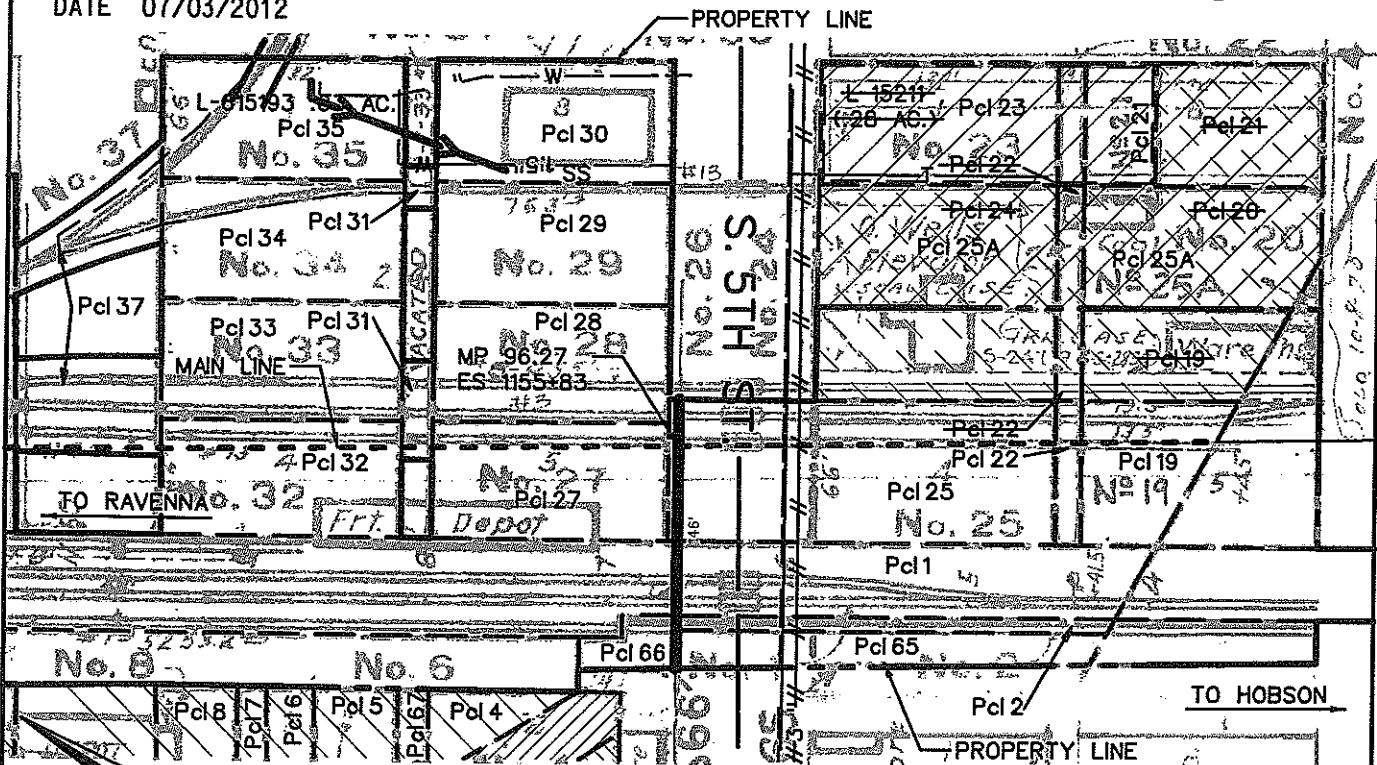
TOWNSHIP: 11N

RANGE: 09W

MERIDIAN: 6PM



MAP REF. S71484



DESCRIPTION OF PIPELINE

PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	12"x146'	24"x146'	LENGTH ON R/W:	146'	146'
CONTENTS:	SANITARY SEWER		WORKING PRESSURE:	GRAVITY	
PIPE MATERIAL:	PVC	STEEL	BURY: BASE/RAIL TO TOP OF CASING	41.85'	
SPECIFICATION/GRADE:	ASTM D3030	GRADE B	BURY: NATURAL GROUND	3' MIN	
WALL THICKNESS:	0.360"	0.406"	BURY: ROADWAY DITCHES	3' MIN	
COATING:	-	YES	CATHODIC PROTECTION	NO	

VENTS: NUMBER — SIZE — HEIGHT OF VENT ABOVE GROUND —

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT GRAND ISLAND
COUNTY OF HALL

STATE OF NE

JHL

DRAWING NO. 1-55267

PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective _____, 2012 (the "Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and the **CITY OF GRAND ISLAND**, a Nebraska corporation ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, six (6) inches in diameter inside a sixteen inch (16") steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Grand Island, County of Hall, State of Nebraska, Line Segment 0004, Mile Post 96.42 as shown on the attached Drawing No. 1-55266, dated July 3, 2012, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry potable water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. Intentionally omitted.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.
8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest

on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Pipeline.**
 - 11.1 Licensee shall notify Licensor's Roadmaster, Don Marget, at York, NE, telephone (402) 362-5501, cell (402) 429-4055, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that it will not at any time be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 26 hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensors property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) **"Indemnitees"** means Licensors affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) **"Liabilities"** means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) **"Licensee Parties"** means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER NEGLIGENCE OF ANY INDEMNITEE.**
- 13.4 **TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 13.3, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THE LICENSE SHOULD NOT BE SO CONSTRUED. IN THE EVENT ANY AGENCY OR COURT CONSTRUES THE LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.5 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY**

PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE. LICENSEE'S OBLIGATIONS UNDER THIS SECTION 13.5 ARE REGARDLESS OF ANY NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE RELATED TO SUCH CAUSES OF ACTION.

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor or and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation Legal Requirements of the state(s) in which the work is to be performed. If optional under state Legal Requirements, the insurance must cover all employees anyway.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor prior to performing any work or services under this License.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 15.6.8 Not more frequently than once every five 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.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety training program at the Website "www.contractororientation.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee shall fail to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately in the event Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee.
- 23.5 This License may be terminated by Licensee upon execution of Licensor's then-current Mutual Termination Letter Agreement. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date of this License.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Licensor may, at its election (i) either remove the Pipeline and the Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee may take and hold the Pipeline and the Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, in the event Licensor has consented to the Pipeline and the Improvements remaining on the Premises following termination, or in the event Licensor has elected to purchase the same as provided herein, Licensee shall, upon request by Licensor, provide a Bill of Sale in a form acceptable to Licensor conveying the Pipeline and the Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, in the event Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of

the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Manager Real Estate

If to Licensee: City of Grand Island
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802
Attn: Public Works Director

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The Exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

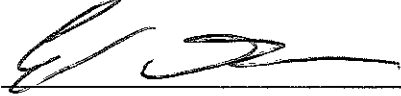
END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155

By: _____

Name: Ed Darter, Vice President National Accounts

Date: _____

LICENSEE:

City of Grand Island, a Nebraska corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF GRAND ISLAND

SCALE: 1 IN. = 100 FT.

NEBRASKA DIV.

RAVENNA SUBDIV. L.S. 0004

DATE 07/03/2012

SECTION: 10

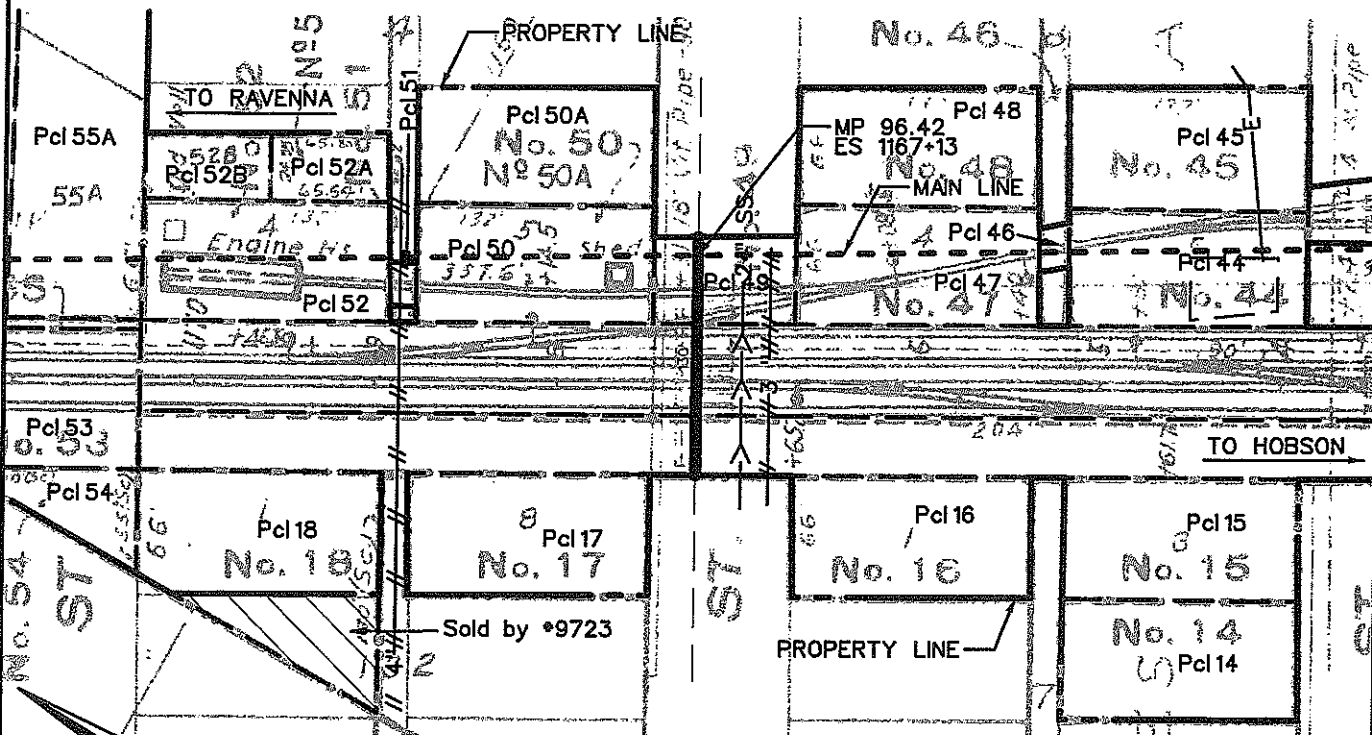
TOWNSHIP: 11N

RANGE: 09W

MERIDIAN: 6PM



MAP REF. S71484



DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	6"x130'	16"x130'	LENGTH ON R/W:	130'	130'
CONTENTS:	POTABLE WATER		WORKING PRESSURE:	80 PSI	
PIPE MATERIAL:	IRON	STEEL	BURY: BASE/RAIL TO TOP OF CASING	30.4'	
SPECIFICATION/GRADE:	PC 350	GRADE B	BURY: NATURAL GROUND	6'	
WALL THICKNESS:	0.25"	0.281"	BURY: ROADWAY DITCHES	6'	
COATING:	-	YES	CATHODIC PROTECTION	NO	

VENTS: NUMBER — SIZE — HEIGHT OF VENT ABOVE GROUND —

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT GRAND ISLAND
COUNTY OF HALL

STATE OF NE

JHL

DRAWING NO. 1-55266

PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective _____, 2012 (the "Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and the **CITY OF GRAND ISLAND**, a Nebraska corporation ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, six (6) inches in diameter inside a sixteen inch (16") steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Grand Island, County of Hall, State of Nebraska, Line Segment 0004, Mile Post 96.38 as shown on the attached Drawing No. 1-55265, dated July 3, 2012, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry potable water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. Intentionally omitted.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest

on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Pipeline.**
 - 11.1 Licensee shall notify Licensor's Roadmaster, Don Marget, at York, NE, telephone (402) 362-5501, cell (402) 429-4055, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that it will not at any time be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 26 hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER NEGLIGENCE OF ANY INDEMNITEE.**
- 13.4 **TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 13.3, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THE LICENSE SHOULD NOT BE SO CONSTRUED. IN THE EVENT ANY AGENCY OR COURT CONSTRUES THE LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.5 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY**

PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE. LICENSEE'S OBLIGATIONS UNDER THIS SECTION 13.5 ARE REGARDLESS OF ANY NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE RELATED TO SUCH CAUSES OF ACTION.

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor or and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation Legal Requirements of the state(s) in which the work is to be performed. If optional under state Legal Requirements, the insurance must cover all employees anyway.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.

15.6 Other Requirements:

15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 15.6.8 Not more frequently than once every five 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.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety training program at the Website "www.contractororientation.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee shall fail to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately in the event Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee.
- 23.5 This License may be terminated by Licensee upon execution of Licensor's then-current Mutual Termination Letter Agreement. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date of this License.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Licensors may, at its election (i) either remove the Pipeline and the Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee may take and hold the Pipeline and the Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, in the event Licensors has consented to the Pipeline and the Improvements remaining on the Premises following termination, or in the event Licensors has elected to purchase the same as provided herein, Licensee shall, upon request by Licensors, provide a Bill of Sale in a form acceptable to Licensors conveying the Pipeline and the Improvements to Licensors.

MISCELLANEOUS

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, in the event Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of

the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Manager Real Estate

If to Licensee: City of Grand Island
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802
Attn: Public Works Director

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.
33. Joint and Several Liability. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The Exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

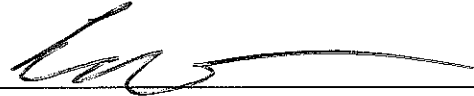
END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155

By: _____

Name: Ed Darter, Vice President National Accounts

Date: _____

LICENSEE:

City of Grand Island, a Nebraska corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF GRAND ISLAND

SCALE: 1 IN. = 100 FT.

NEBRASKA DIV.

RAVENNA SUBDIV. L.S. 0004

DATE 07/03/2012

SECTION: 10

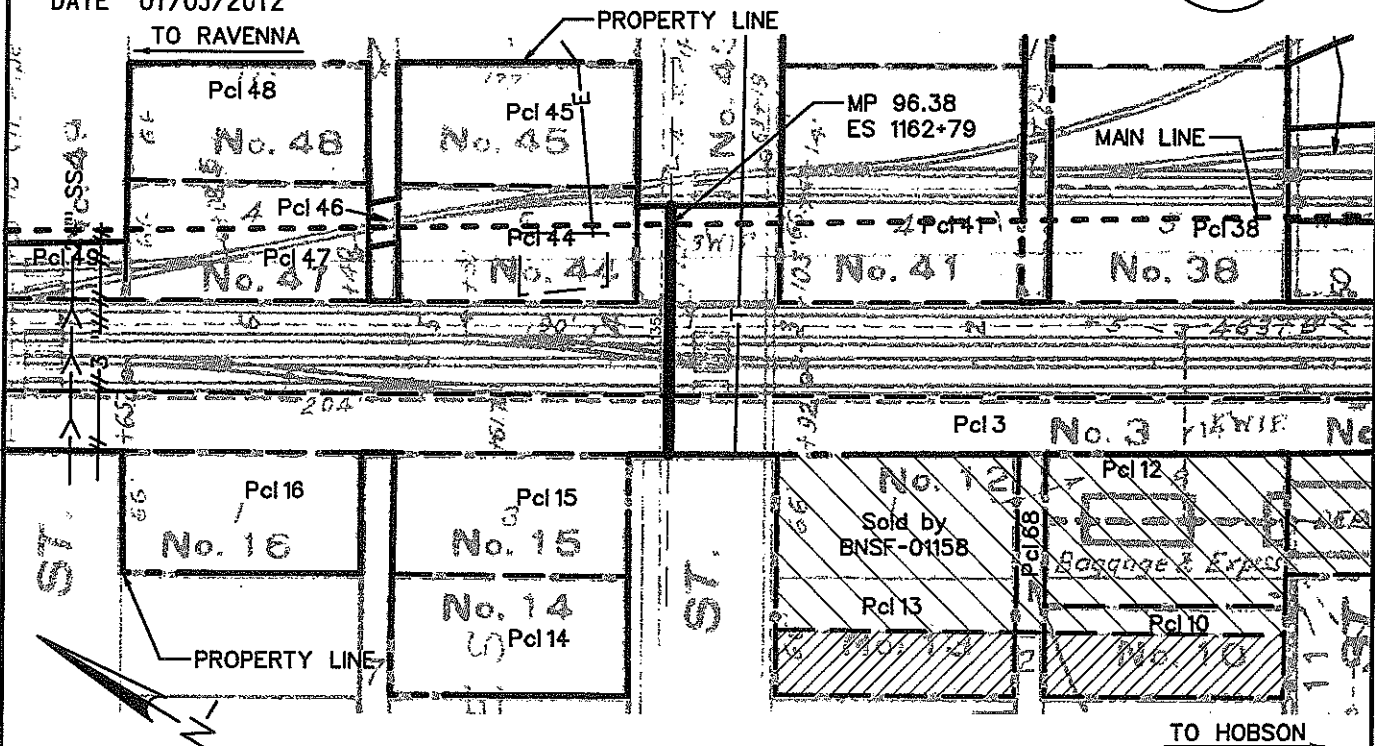
TOWNSHIP: 11N

RANGE: 09W

MERIDIAN: 6PM



MAP REF. S71484



DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	6"x135'	16"x135'	LENGTH ON R/W:	135'	135'
CONTENTS:	POTABLE WATER		WORKING PRESSURE:	80 PSI	
PIPE MATERIAL:	IRON	STEEL	BURY: BASE/RAIL TO TOP OF CASING	30.3'	
SPECIFICATION/GRADE:	PC 350	GRADE B	BURY: NATURAL GROUND	5.7'	
WALL THICKNESS:	0.25"	0.281	BURY: ROADWAY DITCHES	5.7'	
COATING:	-	YES	CATHODIC PROTECTION	NO	

VENTS: NUMBER — SIZE — HEIGHT OF VENT ABOVE GROUND —

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT GRAND ISLAND
COUNTY OF HALL

STATE OF NE

JHL

DRAWING NO. 1-55265

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2012 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and the **CITY OF GRAND ISLAND**, a Nebraska corporation ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, six (6) inches in diameter inside a sixteen inch (16") steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Grand Island, County of Hall, State of Nebraska, Line Segment 0004, Mile Post 96.24 as shown on the attached Drawing No. 1-55264, dated July 3, 2012, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry potable water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. Intentionally omitted.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest

on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Pipeline.**
 - 11.1 Licensee shall notify Licensor's Roadmaster, Don Marget, at York, NE, telephone (402) 362-5501, cell (402) 429-4055, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that it will not at any time be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 26 hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER NEGLIGENCE OF ANY INDEMNITEE.**
- 13.4 **TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 13.3, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THE LICENSE SHOULD NOT BE SO CONSTRUED. IN THE EVENT ANY AGENCY OR COURT CONSTRUES THE LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.5 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY**

PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE. LICENSEE'S OBLIGATIONS UNDER THIS SECTION 13.5 ARE REGARDLESS OF ANY NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE RELATED TO SUCH CAUSES OF ACTION.

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation Legal Requirements of the state(s) in which the work is to be performed. If optional under state Legal Requirements, the insurance must cover all employees anyway.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor prior to performing any work or services under this License.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 15.6.8 Not more frequently than once every five years, Licenser 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.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licenser as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licenser herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licenser to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licenser shall not be limited by the amount of the required insurance coverage.
- 15.6.12 For purposes of this **Section 15**, Licenser shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licenser's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety training program at the Website "www.contractororientation.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**
19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee shall fail to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately in the event Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee.
- 23.5 This License may be terminated by Licensee upon execution of Licensor's then-current Mutual Termination Letter Agreement. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date of this License.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Licensor may, at its election (i) either remove the Pipeline and the Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee may take and hold the Pipeline and the Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, in the event Licensor has consented to the Pipeline and the Improvements remaining on the Premises following termination, or in the event Licensor has elected to purchase the same as provided herein, Licensee shall, upon request by Licensor, provide a Bill of Sale in a form acceptable to Licensor conveying the Pipeline and the Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, in the event Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of

the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Manager Real Estate

If to Licensee: City of Grand Island
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802
Attn: Public Works Director

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The Exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

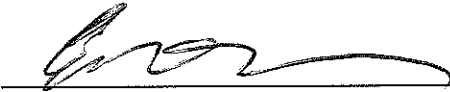
END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155

By: _____

Name: Ed Darter, Vice President National Accounts

Date: _____

LICENSEE:

City of Grand Island, a Nebraska corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF GRAND ISLAND



SCALE: 1 IN. = 100 FT.

NEBRASKA DIV.

RAVENNA SUBDIV. L.S. 0004

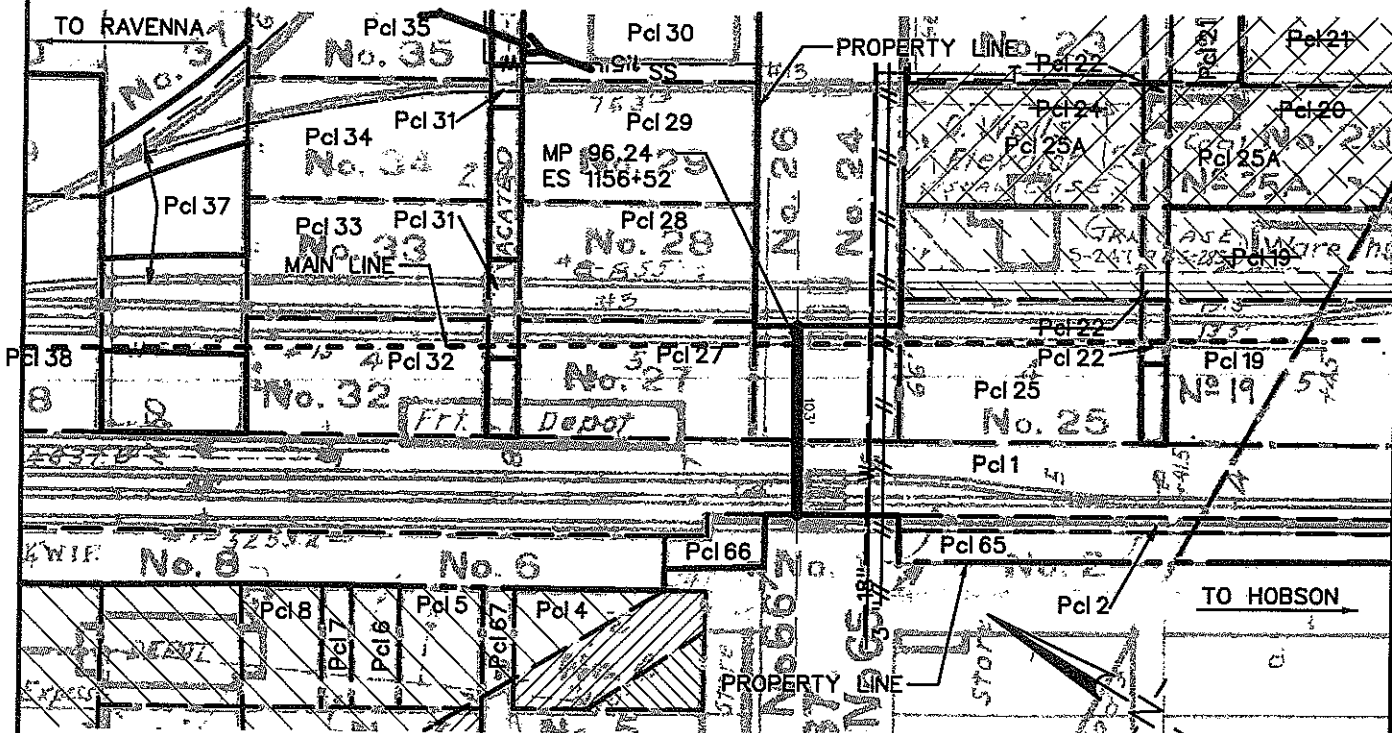
DATE 07/03/2012

SECTION: 10

TOWNSHIP: 11N

RANGE: 09W

MERIDIAN: 6PM



DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	6"x103'	16"x103'	LENGTH ON R/W:	103'	103'
CONTENTS:	POTABLE WATER		WORKING PRESSURE:	80 PSI	
PIPE MATERIAL:	IRON	STEEL	BURY: BASE/RAIL TO TOP OF CASING	32.0'	
SPECIFICATION/GRADE:	PC 350	GRADE B	BURY: NATURAL GROUND	5.0'	
WALL THICKNESS:	0.25"	0.281	BURY: ROADWAY DITCHES	5.0'	
COATING:	-	YES	CATHODIC PROTECTION	NO	

VENTS: NUMBER — SIZE — HEIGHT OF VENT ABOVE GROUND —

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT GRAND ISLAND
COUNTY OF HALL

STATE OF NE

JHL

DRAWING NO. 1-55264

MAP REF. S71484

RESOLUTION 2012-243

WHEREAS, in April of 2011, the City was advised by Burlington Northern Santa Fe (BNSF) that they were proceeding with a project to widen the elevated rail overpass to a double track to alleviate train traffic congestion; and

WHEREAS, as a result of this project, multiple electrical, water and sewer utility crossings by the City across the BNSF right-of-way will need to be modified to accommodate the track improvement project at Mile Post 95.96, Mile Post 96.44, Mile Post 96.03, Mile Post 96.27, Mile Post 96.42, Mile Post 96.38 and Mile Post 96.24; and

WHEREAS, the BNSF entered into an Agreement to pay for the modifications;
and

WHEREAS, the contract requires the City's passage of supplemental agreements for each crossing; and

WHEREAS, modifications include either relocating utilities or encasement of the utilities to current railroad crossing standards.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Supplemental Agreements presented at this meeting are hereby approved, and that the Mayor is authorized to sign the agreements on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G9

#2012-244 - Approving Amendment to the Natural Gas Supply Agreement with Seminole Energy Services

Staff Contact: Tim Luchsinger, Jason Eley

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jason Eley, City Attorney

Meeting: September 11, 2012

Subject: Amendment to Natural Gas Supply Contract between the City of Grand Island and Seminole Energy Services

Item #'s: G-9

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Burdick Station generating units are primarily fueled by natural gas. They are most often used to meet summer peak electric demand, but can also be used other times of the year to meet unplanned conditions.

On September 10, 2011, the natural gas supply contract was awarded to Seminole Energy Services, and the term of the current contract expires on September 30, 2013. This contract allows the Department to nominate up to a maximum quantity of natural gas for use on the following day at a specified price index. On May 22, 2012, the City entered into an agreement with Tenaska to provide electric marketing services, which includes both day ahead and “real-time” power transactions. In the past, if gas quantities were to be changed from those nominated previously, Department staff would contact Seminole to determine their cost impacts. In order to streamline this process to more readily conduct power transactions with other utilities, discussions were held with Seminole to amend the gas supply contract for these nomination changes. This will allow Tenaska to negotiate power sales or purchases knowing the defined costs for the Department.

As is customary with fuel supply transactions, the contract conditions were agreed to not be made public.

Discussion

Since the natural gas usage is for emergency and peaking needs, the actual amount of gas used under the contract with Seminole is not known at the time of award. The contract includes provisions to provide primary firm transport availability through the contract term, with the gas commodity price determined at the time of use based on price indices

as published daily in an industry publication, Gas Daily Price Guide. The amendment to the gas supply contract defines the gas commodity price for quantities above the maximum allowed by the original contract, and for additional intra-day quantities other than those nominated under the contract conditions.

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 Amendment to the Natural Gas Supply Contract with Seminole Energy Services of Holdrege, Nebraska.

Sample Motion

Move to approve the Amendment to the Natural Gas Supply Contract to Seminole Energy Services.

Dated: July 17, 2012 made a part of the Exhibit ADated August 9, 2011

Transaction Confirmation #: _____

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated November 13, 2008. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:

Seminole Retail Energy Services, LLC
303 E. 17th Ave., Suite 850
Denver CO 80203
Attn: Jo Moak
Phone: 720-217-9543
Fax: 303-457-2690
Base Contract No. _____
Transporter: _____
Transporter Contract Number: _____

BUYER:

City of Grand Island, Utilities Department
100 East 1st St., PO Box 1968
Grand Island, NE 68801-1968
Attn: Pat Gericke / Tim Luchsinger
Phone: 308-385-5444
Fax: _____
Base Contract No. _____
Transporter: _____
Transporter Contract Number: _____

Contract Price: Price per MMBtu for the Daily Quantity described hereinbelow shall be defined as the Absolute High of Gas Daily daily midpoint price for Panhandle Eastern Pipeline (GDDPEPL) plus \$0.15 plus max rate transport for the Central to East North delivery plus commodity plus Transporter's full rate fuel loss (3.3% or current rate) for the corresponding day of purchase..

Delivery Period: Begin: July 1, 2012

End: September 30, 2013

Performance Obligation and Contract Quantity: (Select One)**Firm (Fixed Quantity):**

_____ MMBtus/Month
_____ MMBtus/Month

Guaranteed Primary Firm (Variable Quantity):

_____ MMBtus/day Minimum
_____ MMBtus/day Maximum
subject to Section 4.2. at election of
☒ Buyer or ☐ Seller

Interruptible:

Up to _____ MMBtus/day

Delivery Point(s): Existing delivery point into KMITG: Burdick Power Station Meters No. 40354 and 40355

(If a pooling point is used, list a specific geographic and pipeline location):

Special Conditions:

- 1) The parties acknowledge and agree that the above contract price will apply only to gas purchases over and above the baseload amount of 6000 MMBtu per day on an intraday basis
- 2) The parties acknowledge and agree that the Buyer has the right to call on up to 5000 MMBtu/day at intraday price referenced above in Contract Price.

Seller: Seminole Retail Energy Services, LLC

By: _____

Title: Don Krattenmaker, Director

Date: _____

Buyer: City of Grand Island, Utilities Department

By: _____

Title: Jay Vavricek, Mayor

Date: _____

RESOLUTION 2012-244

WHEREAS, the City Electric Department invited sealed bids for Natural Gas Supply Agreement through September 2013 to the Burdick Station Power Plant; and

WHEREAS, it was stipulated that bid prices and/or final award prices would not be publicly disclosed; and

WHEREAS, Seminole Energy Services, with sales offices in Holdrege, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the contract specifications and all other statutory requirements contained therein; and

WHEREAS, an amendment to the Natural Gas Supply Agreement which will define the gas commodity price index for gas purchases above the original contract baseload of 6000 MMBtu/day and for intraday gas purchases up to 5000 MMBtu/day;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Amendment to Seminole Energy Services, for the Natural Gas Supply Agreement, is hereby approved.

BE IT FURTHER RESOLVED, that an agreement between the City and such contractor be entered into; and the Mayor is hereby authorized and directed to execute the Amendment on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G10

#2012-245 - Approving Change Order #1 - Low NOx Conversion Burners at PGS - Babcock Services, Inc.

Staff Contact: Tim Luchsinger, Jason Eley

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Jason Eley, City Attorney

Meeting Date: September 11, 2012

Subject: Low NO_x Conversion Burners at Platte Generating Station - Change Order #1

Item #'s: G-10

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Environmental Protection Agency (EPA) published a new regulation for power plant air emissions on July 7, 2011, the Cross State Air Pollution Rule (CSAPR), which was to replace the current Clean Air Interstate Rule on January 1, 2012. The CSAPR lowered the annual amount of nitrous oxides (NO_x) emissions that can be released as a result of the combustion process in the plant boiler. This lower amount becomes the limiting constraint on the generating output of the Platte Generating Station, about 45% of its maximum capacity. This loss in generating capacity must be replaced by higher cost options of purchasing power from the regional market or using the gas-fueled facilities at Burdick Station.

To meet the requirements of the new rule, the plant engineering staff researched methods to reduce the amount of NO_x released from the boiler, including plant equipment modifications and chemical additions. Installing new low NO_x burners with separate over-fire air ducts to lower the NO_x emission rate from the unit was evaluated to be the long-term solution to allow full operating capacity for the plant. Specifications for the Low NO_x Conversion Burners with separate over-fire air ducts were developed by plant staff and issued for bids. These specifications include furnishing and installing all of the combustion system components necessary to lower the NO_x emissions from the Plant's boiler to a rate of 0.14 #/mmBtu, or about one-fourth of its current permitted rate. These specifications also include computer modeling for design of the new burners and final compliance testing and tuning. The system is planned to be installed during a plant maintenance outage starting September 27, 2012, through November 8, 2012. The contract for the project was awarded to Babcock Power Services, Inc., on December 6, 2011, in the amount of \$3,251,444.00. The project is in the manufacturing process, due to start installation on September 27, 2012. Although a federal court vacated the CSAPR on August 21, 2012, the Department has elected to proceed with the modifications, due in

part to the manufacturing being substantially completed, and also with the position that this type of emission control will be required by future regulations.

Discussion

Coal piping that carries coal from the pulverizers to the nozzles of the boiler can develop small leaks due to the abrasive nature of the coal. These piping leaks can be patched by plant maintenance personnel until the overall integrity of the pipe requires it to be replaced. With the Low NOx burner project, the coal piping is going to be taken apart and it is an excellent time to replace the sections of coal piping that have been patched. When the specification was written in fall of 2011, there were 20 sections that were evaluated to need replacement. In February 2012, two additional leaks developed in other sections of coal pipe. Plant engineers recommended that all the coal piping should have the wall thickness measured. Measuring the coal pipe thickness requires special instrumentation and was conducted by Baker Testing for \$6,205.00 and from Babcock Power Services for \$3,287.00.

From this testing, it was determined that eight additional sections of coal piping needed to be replaced. Plant engineers obtained bids to supply the coal piping from other vendors, the bids were as follows:

Alstom	\$35,091.00
Advanced Wear Resistant Equipment	\$62,897.00
Babcock Power	\$30,284.00

Babcock Power has subcontracted with TEIC to install the original 20 sections of coal piping that were included in the Low NOx Burner project scope. TEIC has proposed to install the eight additional sections of coal piping for \$57,150.00. As some of the newly determined sections of pipe are connected to others in the original scope of work, it would be impossible to delineate where one contractors work started and TEIC's ended. Platte Generating Staff compared the standard rates for TEIC with other on-site contractors to verify that the installation cost proposed by TEIC is competitive. It is recommended that the City of Grand Island accept TEIC's proposed cost of installation for additional work to be completed.

Additionally, last month, another section of pipe developed a leak. The delivery time from Alstom on this section of pipe would not be available for the outage. A change order for this additional section of coal pipe is \$5,788.00 with an installation charge of \$4,890.00.

During the Platte Generating Station 2012 spring outage, Babcock Power was onsite and performed a detailed inspection of the burner parts that are to be reused for the new Low NOx burners. During this inspection, they found that the linkage arms that attach the burner tips to the drive are bent and the adjustment nuts have been welded in place. There are 40 linkages that require replacement to allow for proper setup of the new burners. The change order for the new linkages is \$17,435.00.

Babcock Power has also recommended additional spare parts, that were not included in the original contract that were found to have long manufacturing lead times which, if not kept in inventory, would delay Platte Generating Station start up if a failure would occur. The additional cost for these spare parts is \$61,309.00, which are to be manufactured at the same time as the new Low NOx burner parts.

The total for this Change Order is \$186,348.00 and increases the contract by 5.7% to \$3,437,792.00.

Alternatives

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

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

Recommendation

City Administration recommends that Council award Change Order #1 to the Contract for Low NO_x Conversion Burners to Babcock Power Services, Inc., in the amount of \$186,348.00, for a final contract amount of \$3,437,792.00.

Sample Motion

Move to approve Change Order #1 for Low NO_x Conversion Burners to Babcock Power Service, Inc., in the amount of \$186,348.00, for a final contract amount of \$3,437,792.00.



*Working Together for a
Better Tomorrow. Today.*

TO: Babcock Power Services
P.O. Box 643476
Pittsburgh, PA 15264-3476

PROJECT: Contract for "Low Nox Conversion Burners"

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

1 Additional payment per the attached spreadsheet.

ADDITION \$186,348.00

The original Contract Sum	<u>\$3,251,444.00</u>
Previous Change Order Amounts	<u>\$ -</u>
The Contract Sum is increased by this Change Order	<u>\$ 186,348.00</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$ 3,437,792.00</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: CITY OF GRAND ISLAND

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: BABCOCK POWER SERVICES, INC.

By: 

Date 9/04/12

RESOLUTION 2012-245

WHEREAS, Babcock Power Services, Inc., of Lees Summit, Missouri, was awarded the contract for Low NOx Conversion Burners, at the December 6, 2011 City Council meeting; and

WHEREAS, the coal piping is going to be taken apart during this process, and sections of this piping need to be replaced; and

WHEREAS, several other issues were discovered to be in need of repair or replacement during this process including:

Measuring coal pipe thickness – \$6,205.00
Field Engineering - \$3,287.00
Nine additional coal piping replacements - \$36,072.00
Installation of the additional piping replacements - \$62,040.00
40 linkage arms that are required for proper setup for the new burners -
\$17,435.00
Spare parts – recommended to have on hand - \$61,309.00

WHEAREAS, Change Order #1 was prepared for a contract adjustment of an additional \$186,348.00, resulting in a final contract amount of \$3,437,792.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Babcock Power Services, Inc., of Lees Summit, Missouri, resulting in an additional cost of \$186,348.00 for a final contract price of \$3,437,792.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G11

**#2012-246 - Approving Bid Award - Turbine Generator Stage 10
Bucket Replacement & Rotor Requirements**

Staff Contact: Tim Luchsinger, Jason Eley

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Jason Eley, City Attorney

Meeting Date: September 11, 2012

Subject: Platte Generating Station Turbine Generator Stage 10
Bucket Replacement and Rotor Repair Requirements

Item #'s: G-11

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

A major inspection and overhaul of the turbine generator at the Platte Generating Station is performed every five years. The next overhaul is scheduled for the fall of this year. During this inspection, the turbine generator is completely disassembled and all components are cleaned, inspected, repaired or replaced as necessary. During the 2007 inspection it was recommended that the Stage 10 turbine buckets be replaced. The replacement parts have already been procured under a separate specification and bid. Plant engineering staff then developed specifications for the associated Stage 10 bucket installation work, as well as for performing rotor repair services that are typically required after removal and inspection of the turbine rotor.

Discussion

The specifications for the Platte Generating Station Turbine Generator Stage 10 Bucket Replacement and Rotor Repair Requirements were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 30, 2012. Specifications were sent to 18 potential bidders and four responses were received as listed below. The base bid includes the work associated with the rotor bucket replacement, while the budgetary time and material is a bank of labor hours for which associated repair work will be charged on an actual usage basis using unit hourly labor prices. The engineer's estimate for this project was \$130,000.00.

Bidder	Base Bid	Budgetary T&M	Total Bid Price
Reliable Turbine Services Sullivan, Missouri	\$ 71,595.00	\$ 37,199.00	\$ 108,794.00
General Electric Company Omaha, Nebraska	\$ 57,360.00	\$ 66,080.00	\$ 123,440.00
Power Generation Service, Inc. Anoka, Minnesota	\$152,750.00	\$ 75,000.00	\$ 227,750.00
Elliot MVP Services, Inc. Barnhart, Missouri	\$223,871.00	\$ 61,912.00	\$ 285,783.00

The bids were reviewed by plant engineering staff, and Reliable Turbine Services' bid is compliant with specifications and less than the engineer's estimate.

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 award the Contract for Platte Generating Station Turbine Generator Stage 10 Bucket Replacement and Rotor Repair Requirements to Reliable Turbine Services of Sullivan, Missouri, as the low responsive bidder, with a bid in the amount of \$108,794.00.

Sample Motion

Move to approve the bid of \$108,794.00 from Reliable Turbine Services for the Platte Generating Station Turbine Generator Stage 10 Bucket Replacement and Rotor Repair Requirements.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 30, 2012 at 2:00 p.m.

FOR: PGS Turbine Generator Stage 10 Bucket Replacement and Rotor Repair Requirements

DEPARTMENT: Utilities

ESTIMATE: \$130,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: August 20, 2012

NO. POTENTIAL BIDDERS: 18

SUMMARY

Bidder:	<u>Reliable Turbine Services</u> Sullivan, MO	<u>Elliott MVP Services, Inc.</u> Barnhart, MO
Bid Security:	Cashier's Check	Great American Ins. Co.
Exceptions:	None	None
Bid Price:		
Material:	\$ 7,000.00	\$ 11,155.00
Labor:	\$64,595.00	\$211,935.00
Sales Tax:	\$ ---	\$ 781.00
Total Bid:	\$71,595.00	\$223,871.00
T & M Estimate:	\$37,199.00	\$61,912.00
Bidder:	<u>General Electric Co.</u> Omaha, NE	<u>Power Generation Service, Inc.</u> Anoka, MN
Bid Security:	Travelers Casualty & Surety Co.	RLI Insurance Co.
Exceptions:	Noted	Noted
Bid Price:		
Material:	---	----
Labor:	\$57,360.00	\$151,000.00
Sales Tax:	\$ ---	\$ 1,750.00
Total Bid:	\$57,360.00	\$152,750.00
T & M Estimate:	\$66,080.00	\$ 75,000.00

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Darrell Dorsey, Utilities Dept.
Mary Lou Brown, City Administrator

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Karen Nagel, Utilities Secretary

P1584

RESOLUTION 2012-246

WHEREAS, the City of Grand Island invited sealed bids for Station Generator Stage 10 Bucket Replacement and Rotor Repair Requirements at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 30, 2012, bids were received, opened and reviewed; and

WHEREAS, Reliable Turbine Services of Sullivan, Missouri, 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 \$108,794.00; and

WHEREAS, the bid of Reliable Turbine Services is less than the estimate for the Station Generator Stage 10 Bucket Replacement and Rotor Repair Requirements at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Reliable Turbine Services of Sullivan, Missouri in the amount of \$108,794.00, for Station Generator Stage 10 Bucket Replacement and Rotor Repair Requirements at Platte Generating Station, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G12

#2012-247 - Approving Coal Contract for 2012 with Arch Coal Sales Company

Staff Contact: Tim Luchsinger, Jason Eley

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jason Eley, City Attorney

Meeting: September 11, 2012

Subject: Bid Award – Supplemental 2012 Coal Supply Contract,
Platte Generating Station – Utilities Department

Item #'s: G-12

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On November 23, 2010, the City entered into two one-year agreements with Arch Coal Sales Company, Inc. for the coal fuel supply for the Platte Generating Station. These agreements specified minimum and maximum quantities of coal to be purchased by the City from Arch Coal at the contract price in the years 2011 and 2012. On June 12, 2012 City of Grand Island entered into a five-year agreement with Western Fuels Association to assist in the purchase of coal for the Platte Generating Station. Significant summer electrical demand will allow the plant to receive the minimum quantity required for 2012 by October, with an estimated 45,000 tons required for the remainder of the year. As part of a larger coal solicitation for its members, Western Fuels included the additional coal that is needed for Platte for the remainder of 2012 and for 2013.

Bids were evaluated on heat content of the bid coal, total delivered price including freight cost, and value of the sulfur content of the bid coal:

Heat Content – the heat content of Powder River Basin Coals can vary as much as 15%.

Freight Costs – are included in the evaluation to determine a total delivered cost at Platte Generating Station.

Sulfur Content – in order to operate a coal fired power plant, environmental regulation requires a plant to hold “Emissions Allowances” for regulated sulfur emissions. The allowances are regularly bought and sold by utilities as economic conditions warrant. EPA administers the markets. The price of sulfur allowances for use of each bid coal is a factor in the evaluation.

Discussion

Western Fuels has provided an analysis of the bids received. Due in part to soft coal market conditions because of low natural gas prices, and in part to participating in a large volume solicitation, the bid price from Arch Coal for coal needed for the rest of 2012 is substantially lower than the current coal contract. The Department concurs in Western Fuels Association recommendation that the supplemental Coal Supply agreement for the remainder of 2012 be awarded to the low compliant bidder, Arch Coal Sales from the Coal Creek Mine.

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 supplemental 2012 Coal Supply agreement with Arch Coal Sales Coal Creek Mine for the purchase of approximately 45,000 tons of coal from that mine.

Sample Motion

Move to approve the supplemental 2012 Coal Supply agreement with Arch Coal Sales Coal Creek Mine for the purchase of approximately 45,000 tons of coal from that mine.

RESOLUTION 2012-247

WHEREAS, the City Electric Department through Western Fuels Association, invited bids for the remainder of the 2012 supplemental Coal Supply for the Utilities Department, according to the contract specifications; and

WHEREAS, it was stipulated that bid prices and/or final award prices would not be publicly disclosed; and

WHEREAS, Western Fuels Association reviewed and evaluated the bids for compliance with the specifications and for delivered cost; and

WHEREAS, Arch Coal Sales Company, Inc., with sales offices in St. Louis, Missouri submitted bids in accordance with the terms of the advertisement of bids and the contract specifications and all other statutory requirements contained therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Arch Coal Sales Company, Inc._____, for the remainder of the 2012 Coal Supply to Platte Generating Station for approximately 45,000 tons from the Coal Creek Mine, is approved as the lowest responsive bid submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G13

#2012-248 - Approving Coal Contract for 2013 with Arch Coal Sales Company

Staff Contact: Tim Luchsinger, Jason Eley

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jason Eley, City Attorney

Meeting: September 11, 2012

Subject: Bid Award –2013 Coal Supply Contract, Platte
Generating Station – Utilities Department

Item #'s: G-13

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On November 23, 2010, the City entered into two one-year agreements with Arch Coal Sales Company, Inc. for the coal fuel supply for the Platte Generating Station. These agreements specified minimum and maximum quantities of coal to be purchased by the City from Arch Coal at the contract price in the years 2011 and 2012. On June 12, 2012 City of Grand Island entered into an Agreement with Western Fuels Association to assist in the purchase of coal for the Platte Generating Station. Significant summer electrical demand will allow the plant to receive the minimum quantity required for 2012 by October, with an estimated 45,000 tons required for the remainder of the year. As part of a larger coal solicitation for its members, Western Fuels included the additional coal that is needed for Platte for the remainder of 2012 and for 2013.

Bids were evaluated on heat content of the bid coal, total delivered price including freight cost, and value of the sulfur content of the bid coal:

Heat Content – the heat content of Powder River Basin Coals can vary as much as 15%.

Freight Costs – are included in the evaluation to determine a total delivered cost at Platte Generating Station.

Sulfur Content – in order to operate a coal fired power plant, environmental regulation requires a plant to hold “Emissions Allowances” for regulated sulfur emissions. The allowances are regularly bought and sold by utilities as economic conditions warrant. EPA administers the markets. The price of sulfur allowances for use of each bid coal is a factor in the evaluation.

Discussion

Western Fuels has provided an analysis of the bids received. Due in part to soft coal market conditions because of low natural gas prices, and in part to participating in a large volume solicitation, the bid price from Arch Coal for coal for the year 2013 is lower than the current coal contract. The Department concurs in Western Fuels Association recommendation that the Coal Supply Contract for 2013 for approximately 325,000 tons be awarded to the low compliant bidder, Arch Coal Sales from the Black Thunder Mine.

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 Coal Supply Contract for 2013 with Arch Coal Sales Black Thunder Mine for approximately 325,000 tons from that mine.

Sample Motion

Move to approve the Coal Supply Contract for 2013 with Arch Coal Sales from the Black Thunder Mine for approximately 325,000 tons from that mine.

RESOLUTION 2012-248

WHEREAS, the City Electric Department through Western Fuels Association, invited bids for the 2013 Coal Supply for the Utilities Department, according to the contract specifications; and

WHEREAS, it was stipulated that bid prices and/or final award prices would not be publicly disclosed; and

WHEREAS, Western Fuels Association reviewed and evaluated the bids for compliance with the specifications and for delivered cost; and

WHEREAS, Arch Coal Sales Company, Inc., with sales offices in St. Louis, Missouri, submitted bids in accordance with the terms of the advertisement of bids and the contract specifications and all other statutory requirements contained therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Arch Coal Sales Company, Inc. _____, for the 2013 Coal Supply to Platte Generating Station for approximately 325,000 tons from the Black Thunder Mine, is approved as the lowest responsive bid submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G14

#2012-249 - Approving Certificate of Final Completion for the 2012 Asphalt Resurfacing Project No. 2012-AC-1

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: September 11, 2012

Subject: Approving Certificate of Final Completion for the 2012 Asphalt Resurfacing Project No. 2012-AC-1

Item #'s: G-14

Presenter(s): Terry Brown, Interim Public Works Director

Background

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded a \$309,967.70 contract on May 8, 2012. Work on the project commenced on July 17, 2012 and was completed on August 20, 2012.

City Council approved Change Order No. 1 on August 14, 2012 to allow for the purchase of Reclaimed Asphalt Pavement (RAP) acquired from Interstate 80 and owned by Nebraska Department of Roads (NDOR). Change Order No. 1 resulted in a contract decrease of \$12,053.30 resulting in a revised contract amount of \$297,914.40.

Change Order No. 2 was approved by City Council on August 28, 2012 and addressed Reclaimed Asphalt Pavement Surface Courses for driveways abutting the asphalt resurfacing project. Change Order No. 2 resulted in a contract increase of \$1,950.00, resulting in a revised contract amount of \$299,864.40.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Work was completed at a total cost of \$297,805.19.

The project was underrun by \$2,059.21.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2012-AC-1.

Sample Motion

Move to approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2012-AC-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Asphalt Resurfacing Project No. 2012-AC-1
CITY OF GRAND ISLAND, NEBRASKA
September 11, 2012

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

This is to certify that Asphalt Resurfacing Project No. 2012-AC-1 has been fully completed by Gary Smith Construction Co., Inc. of Grand Island, Nebraska under the contract dated May 8, 2012. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Asphalt Resurfacing Project No. 2012-AC-1

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Bid Section #1 - Eddy Street; 4th Street to 10th Street					
1	Milling	9,200.00	s.y.	\$1.36	\$12,512.00
2	Asphaltic Concrete, Type SPL (A)	963.20	ton	\$22.50	\$21,672.00
3	Asphaltic Concrete, Type SPL (LC)	591.82	ton	\$20.50	\$12,132.31
4	Performance Graded Binder (64-34)	20,680.14	gal	\$3.35	\$69,278.47
5	Tack Coat	3,210.00	gal	\$2.00	\$6,420.00
Total Bid Section #1 =					\$122,014.79

Bid Section #2 - West Second Street; Webb Road to Ada Street

1	Milling	8,530.97	s.y.	\$1.01	\$8,616.28
2	Asphaltic Concrete, Type SPL (A)	1,601.92	ton	\$22.50	\$36,043.20
3	Performance Graded Binder (64-34)	20,534.07	gal	\$3.35	\$68,789.13
4	Tack Coat	2,025.00	gal	\$2.00	\$4,050.00
5	Earth Shoulder Construction	65.80	sta.	\$90.00	\$5,922.00
6	Seeding, Type B	1.00	acres	\$1,500.00	\$1,500.00
7	Hydromulch	1.50	ton	\$2,250.00	\$3,375.00
8	Railroad Coordinate	1.00	ea.	\$3,500.00	\$3,500.00
Total Bid Section #2 =					\$131,795.61

Bid Section #3 - Johnstown Road; Old Highway 30 to US Highway 30

1	Asphaltic Concrete, Type SPL (A)	425.19	ton	\$22.50	\$9,566.78
2	Asphaltic Concrete for Patching, Type SPL (A)	87.98	ton	\$50.00	\$4,399.00
3	Performance Graded Binder (64-34)	6,481.51	gal	\$3.35	\$21,713.06
4	Tack Coat	850.00	gal	\$2.00	\$1,700.00

5	Earth Shoulder Construction	30.50	sta.	\$90.00	\$2,745.00
6	Seeding, Type B	0.60	acres	\$1,500.00	\$900.00
7	Hydromulch	0.90	ton	\$2,250.00	\$2,025.00
Total Bid Section #3 =					\$43,048.83

Bid Section #4 - Miscellaneous

1	Temporary Sign Day	662.00	ea.	\$1.00	\$662.00
2	Barricade, Type II	917.00	Bday	\$0.50	\$458.50
3	Barricade, Type III	423.00	Bday	\$1.25	\$528.75
4	Flagging	15.50	day	\$200.00	\$3,100.00
5	Job Mix Design For Asphaltic Concrete, Type SPL (A)	1.00	ea.	\$450.00	\$450.00
6	Job Mix Design for Asphaltic Concrete, Type SPL (LC)	1.00	ea.	\$450.00	\$450.00
7	Mobilization	1.00	ea.	\$5,460.00	\$5,460.00
Total Bid Section #4 =					\$11,109.25

Change Order #1 -

1	Reclaimed Asphalt Pavement (RAP - Purchased from State	1,205.33	ton	-\$10.00	-\$12,053.30
Total Change Order #1 =					-\$12,053.30

Change Order #2 -

1	Reclaimed Asphalt Pavement Surface Courses (for driveways)	63.00	ton	\$30.00	\$1,890.00
Total Change Order #2 =					\$1,890.00

Grand Total =				\$297,805.19
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I hereby recommend that the Engineer's Certificate of Final Completion for Asphalt Resurfacing Project No. 2012-AC-1 be approved.

Terry Brown – Interim City Engineer/Public Works Director

Jay Vavricek – Mayor

RESOLUTION 2012-249

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Project No. 2012-AC-1, Asphalt Resurfacing, certifying that Gary Smith Construction Co., Inc. of Grand Island, Nebraska, under contract, has completed the asphalt resurfacing; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2012-AC-1, Asphalt Resurfacing, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G15

#2012-250 - Approving Agreement for Appraisal Services for the State Street and Capital Avenue Connector Trail Project

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: September 11, 2012

Subject: Approving Agreement for Appraisal Services for the State Street and Capital Avenue Connector Trail Project

Item #'s: G-15

Presenter(s): Terry Brown, Interim Public Works Director

Background

All agreements must be approved by the City Council.

The Federal-aid Transportation Enhancement (TE) Program provides funding to construct and restore transportation infrastructure that are not eligible to be funded through other programs. TE activities offer funding opportunities to help expand transportation choices and enhance the transportation experience. Project types eligible for this funding are hike/bike trails, historic preservation, and scenic or historic byways.

The State Street and Capital Avenue Connector Trail Project will construct a 0.5 mile, 10' wide concrete recreational trail for bicycle and pedestrian use in northwest Grand Island. This project will begin on the State Street Trail 0.25 mile west of US Highway 281, extend north within City right-of-way along the west side of the Moores Creek Drainway, and end at the west end of the concrete trail that was recently completed along Capital Avenue under project STPAA-5436 for the Eagle Scout Trail.

Additional 12' wide easements will be acquired on the west side of the City right-of-way for construction of a small ditch and area inlets.

Discussion

The law governing acquisition and relocation on federally assisted projects is Public Law 91-646; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, commonly called the Uniform Act. The procedures to comply with this Act are found in Section 49, Part 24 of the Code of Federal Regulations. On federally funded transportation projects requiring acquisition of right-of-way, Local Public Agencies are required to present to the Nebraska Department of Roads a Right-of-Way Certificate that certifies property was acquired in accordance with the Uniform Act.

As per the *Right-of-Way Acquisition Guide for Local Public Agencies*, formal property valuation documents are required for each parcel to be acquired. On the State Street and Capital Avenue Connector Trail Project, “Compensation Estimates” for four tracts must be prepared by qualified appraisers who are on the current NDOR Approved Appraiser List.

Selection of the firm Capital Appraisal Company was made in accordance with the *Right-of-Way Acquisition Guide for Local Public Agencies*. The Appraisal Services Contract must be executed before preparation of the Compensation Estimates can begin. The basis of the final fee is as follows.

Compensation Estimates – 4 Tracts at \$900.00 Each = \$3,600.00 (appraisal services contract)
TOTAL FEE = \$3,600.00

Following completion and approval of the Compensation Estimates, another agreement will be required for Negotiation Services.

Approval of Environmental Documents was received in January. Approval of 90% Plans and acquisition of permanent easements are anticipated to be completed in the next three months. Construction of this project is anticipated to begin in spring of 2013.

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 agreement with Capital Appraisal Company for appraisal services for the State Street and Capital Avenue Connector Trail.

Sample Motion

Move to approve the agreement.

APPRAISAL SERVICES CONTRACT

This agreement, entered into this day of , 20 , by the City of Grand Island, (herein called "Local Public Agency") and Capital Appraisal Company, (herein called "Appraiser") agrees:

In return for the total fee of \$3,600.00, as itemized in Appendix C, it is agreed that the Appraiser will furnish to the Local Public Agency valuation documents in accordance with the Appraisal Services Specifications, of which a copy is attached and made a part of this contract. These valuation documents will be used in connection with the acquisition of right of way for:

Project: ENH-40(59)

C. N.: 42650

Location: State Street and Capital Avenue Connector Trail

An additional fee will be negotiated with the Appraiser for each additional parcel added to this contract.

The fee for supplemental or revised valuation documents, as a result of changes in the taking caused by the Department, will be negotiated with the Appraiser.

The billing statement for the valuation documents will be submitted to the Local Public Agency at the time of delivery of the project report and all individual parcel valuation reports. Payment of eighty percent (80%) of the total fee will be paid at that time. The balance of the total fee will be paid within ninety (90) days, providing the project report and valuation reports are found to be acceptable and in accordance with the contract upon Local Public Agency review. In the event the project report or valuation reports are found unacceptable by reason of noncompliance with the terms of this contract, or by reason of improper valuation technique, the final payment shall be withheld until such valuations have been revised or supplemented, without additional cost to the Local Public Agency, and found acceptable.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Local Public Agency's management will determine the final position. Where no agreement can be reached, this contract shall be terminated. The contract may also be terminated when, in the opinion of the Local Public Agency, the Appraiser's services are unsatisfactory, or because of the Appraiser's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Appraiser's disability or death. In such an event, the work, which has been completed, when the notice of termination is given by the Local Public Agency, becomes the property of the Local Public Agency. The Local Public Agency's management shall arbitrate settlement for the completed work.

The Appraiser, as a condition of the above lump fee, agrees to attend necessary meetings and conferences with representatives of the Local Public Agency, the Nebraska Department of Roads and the United States Federal Highway Administration to discuss the various aspects and phases of the work required by this contract. However, it is agreed that additional payment for conferences with Local Public Agency attorneys for testimony in court or witness fees for appearance in court shall be \$700.00 for each half day or portion thereof, or \$1,400.00 per day for any part of a day exceeding a half day.

PV-7

All expenses incurred by the Appraiser are considered to be their liability and are not to become an expense to the Local Public Agency except as provided for in this agreement.

The Appraiser agrees to furnish the completed valuation assignment to the Local Public Agency on or before October 24, 2012. Supplemental or revised valuation reports caused by the Local Public Agency's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Appraiser that they will furnish the Local Public Agency a written progress report of the work accomplished on the Project as requested.

A penalty of \$1.00 per normal working day will be assessed against and deducted from the agreed-upon Fee, as per this contract, of \$1.00 for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon completion date of October 24, 2012 will be only by mutual written agreement between the parties of this contract.

The Appraiser warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Appraiser, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract, except for paragraph III, subparagraph O, of the Appraisal Services Specifications. For breach or violation of this warranty, the Local Public Agency shall have the right to annul this contract without liability.

The Appraiser agrees that they will prepare the valuation reports of the property involved independent of any other Appraiser employed by the Local Public Agency in the same work and that they will not furnish to any other person or persons, except on proper order of court, a copy of the valuation reports or the information contained therein. The restriction, however, does not imply that the Appraiser may not use information obtained in the completion of the valuation reports in the course of their usual profession.

The valuation reports are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is understood and agreed that law, regulations, or economic conditions may subsequently affect the value fixed by the Appraiser in their report and that same is valid only for a reasonable time after submission.

It is agreed that each party hereto will furnish any available information in its possession to the other upon request, if such information be necessary to the terms of this contract.

It is the intention of the parties that the valuation documents and services contracted for are the personal services of the Appraiser as named. Subletting or transferring the work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The Appraiser agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, the Minority Business Enterprises Policy and the Drug-Free Workplace Policy as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

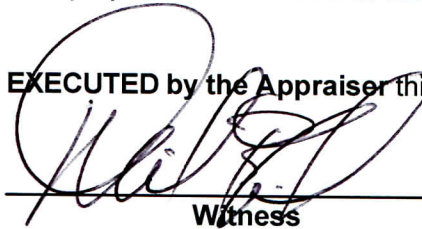
Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

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

EXECUTED by the Appraiser this

4

day of Sept, 2012.



Witness



Appraiser

EXECUTED by

this

day of

, 20 .

Local Public Agency

APPROVED:

Authorized Signature

PV-7

APPRAISAL SERVICES SPECIFICATIONS

I. INTRODUCTION

The City of Grand Island will receive proposals for appraisal services for:

Project: ENH-40(59)

CN: 42605

Location: State Street and Capital Avenue Connector Trail

The work required for this project is described in this document and as noted in Appendix A, B and C.

We anticipate a starting date of September 12, 2012 with a suggested completion date of _____.

All those providing proposals will record their fee required for each tract and the total fee for the project on Appendix C. In addition, also indicate the date you expect to start and complete the requested services. Further, appendix C shall be signed and dated in the space provided.

II. MATERIALS AND INFORMATION TO BE FURNISHED BY THE STATE

A. Upon acceptance of an appraisal services contract, the City of Grand Island will furnish the following materials and information as applicable:

1. Ownership information containing the following:
 - a. Legal description of property.
 - b. Date and type of instrument.
 - c. Consideration involved in the instrument.
 - d. Revenue stamps, if any.
 - e. Grantor and grantee's name.
2. Plat or plans or both showing limits of each separate tract to be valued outlined in color or legend, also showing sufficient topography to locate alignment. Stakes on the ground will be furnished when necessary.
3. Limits and areas of right of way or easements to be taken.
4. Individual Parcel Identification Number.
5. Information regarding surveys will be furnished upon request.

III. SCOPE OF WORK TO BE DONE BY APPRAISER

A. The Appraiser will furnish the following:

1. Four copies of project reports.
2. Four copies of each individual parcel valuation report.

B. The project report shall include the following information:

1. Title Page.
 2. Table of contents.
 3. City data on urban projects, county or regional data on rural projects.
 4. Neighborhood data.
 5. Location map.
 6. Zoning map and ordinance, if applicable.
 7. Comparable sales map.
 8. Comparable rental map, if applicable.
 9. Index of comparable sales and rentals.
 10. Comparable sales and rentals.
 11. References.
 12. Limiting conditions.
 13. Appraiser's qualifications.
- C. Formal, written valuation reports are required for each parcel of land to be acquired or damaged, unless donated. These will be in the form of either a "Compensation Estimate", "Short Form" appraisal report, or a "Before and After" narrative appraisal report.

1. Compensation Estimate

A "Compensation Estimate" can be used for uncomplicated acquisitions, where only the part taken need be valued. Total compensation, exclusive of fence relocation and/or construction based on the current Nebraska Department of Roads approved fencing schedule, must not exceed \$10,000. Damages must be nominal or simple "cost to cure" items supported by written contractors estimate. The standard forms may be used as appropriate. These forms may be located by accessing the Nebraska Department of Roads, Right of Way Division's webpage at www.dor.state.ne.us/roway/. Then click on the Real Estate Acquisition Guide for Local Public Agencies and select the appropriate form identified as PV-2.

The Compensation Estimate is not considered an appraisal under the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by The Appraisal Foundation and adopted by the Nebraska Real Estate Appraiser Board. This Compensation Estimate is prepared under a waiver of appraisal provision authorized by Federal Highway Administration guidelines,

49 CFR24, 102(c) (2). As such, the Jurisdictional Exception Rule of USPAP is invoked for Compensation Estimates.

A Compensation Estimate must contain the following elements.

- a. Project and parcel number.
- b. Owners name and property address, from the public records.
- c. Description, location and area of property to be acquired.
- d. Photos of part acquired.
- e. Determination of value and basis therefore.
- f. Statement of value of property being acquired broken down as to land and improvements.
- g. Data supporting land value and "cost of cure" items.
- h. Effective date of valuation, date of estimate, appraiser's signature and certification.

2. Short Form Appraisal

"Short Form" appraisals may be used for uncomplicated, whole or partial acquisitions where the highest and best use of the property is its present use and not changed by the acquisition and which are anticipated to exceed \$10,000 exclusive of fence relocation and/or fence reconstruction. Only one approach, usually the sales comparison method is applicable. Damages must be nominal or of the "cost to cure" type.

The "Short Form" Appraisal must contain the elements listed for a "Compensation Estimate" plus the following:

- a. Statement of assumptions and limiting conditions.
- b. Purpose of appraisal and property rights appraised.
- c. Five-year Sales History.
- d. Description of property including highest and best use, area, neighborhood, site and improvement data, photos of property affected, maps, plats and plans.
- e. Log of meetings with property owner and/or their designated representative.
- f. Indication of comparable sales and direct comparison to subject property and complete comparable sales analysis.
- g. Explanation of acquisition, damages, and benefits.

The standard forms may be used as appropriate. These forms may be located by accessing the Nebraska Department of Roads, Right of Way Division's webpage at www.dor.state.ne.us/roway/. Then click on the Real Estate Acquisition Guide for Local Public Agencies and select the appropriate form identified as PV-3.

3. Detailed (Before & After) Appraisal

Standard "Before and After" appraisals shall be used in those instances when the acquisition is of a complicated nature, or causes a diminution of value to the remainder.

A detailed (Before & After) Appraisal shall contain the following elements in a format similar to the following.

- a. Letter of Transmittal
- b. Salient Facts
 - (1) Project Number
 - (2) Tract Number
 - (3) Property Address
 - (4) Recorded Ownership
 - (5) Legal Description
 - (6) Tenant and Lease Data
 - (7) Highest and Best Use (Before & After)
 - (8) Zoning
 - (9) Tax and Assessment Data
 - (10) Sales History
 - (11) Purpose of Appraisal
 - (12) Function of Appraisal
- c. Log of meetings with property owner and/or their or her representative.
- d. Property Description
 - (1) Land (size, shape, topography, utilities, soil conditions, accessibility, etc.)
 - (2) Improvements (size, age, condition, number of rooms and all items necessary to properly describe).
- e. Land Valuation
- f. Value of Whole Property Before Taking
 - (1) Cost Approach
 - (2) Sales Comparison Approach
 - (3) Income Capitalization Approach
 - (4) Correlation
- g. Description and Effect of Taking
- h. Value of Part Taken
- i. Value of Remainder Before Taking
- j. Value of Remainder After Taking
 - (1) Cost Approach
 - (2) Sales Comparison Approach
 - (3) Income Capitalization Approach
 - (4) Correlation
- k. Damages
- l. Summary and Breakdown of Taking and Damages
- m. Leasehold Interests
- n. Addenda

- (1) Property Plat
- (2) Floor Plans
- (3) Photos
- (4) Sales and Rental Data (if not in Basic Data Report)
- (5) Sales Map (if not in Basic Data Report)
- (6) Appraiser's Certificate – See Appendix "B"

The above is intended as a guide and all items may or may not be necessary in all situations. At other times, supplemental data or headings may be required.

- D. Change in Valuation Caused by the Public Improvement. Any decrease or increase in the fair market value, prior to the date of valuation and caused by the public improvement for which such property is being acquired; or by the knowledge that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, shall be disregarded when estimating the value of the real property being appraised.
- E. Documentation
1. The "Before and After" method of valuation, as interpreted by State law, shall be used in partial acquisition except where it is obvious there is no damage to the residue land or improvements. These exceptions are noted and identified in Appendix C.
 2. The appraisal shall include all applicable approaches to value both "Before and After" value estimate. If an approach is not considered applicable, the appraiser shall so state with a short explanation as to why. All pertinent calculations used in developing these approaches shall be shown.
 - a. Where the cost approach is utilized, the appraisal report shall contain the specific source of cost data and an explanation of each type of accrued depreciation. The basis for this depreciation estimate must be included as a part of the approach.
 - b. In the market approach, the appraisal report must contain a direct comparison of pertinent comparable sales to the property being appraised. The appraiser shall include a statement setting forth their analysis and reasoning for each item of adjustment to comparable sales. A dollar amount or percentage amount adjustment shall be made for each non-comparable element requiring adjustment.
 - c. Where the income approach is used, there shall be documentation to support the income, expenses, interest rate, remaining economic life, and capitalization rate. Where it is determined that the economic rental income is different from the existing or contract income, the increase or decrease shall be explained and supported by market information.
 - d. Where two or more approaches to value are used, the appraisal shall show the correlation of the separate indications of value derived by each approach along with a reasonable explanation for the final

conclusion of value. This correlation shall be included for both before and after appraisals.

3. Special benefits shall be offset against the value of the damages to the remainder in accordance with State law. The after value appraisal shall eliminate any consideration of damages that are not compensable or benefits not allowable under State law, even though they may, in fact, exist in the ultimate value of the remaining property in the market. In case of doubt, a State legal ruling should be secured.
4. The appraisal of the after value shall be supported to the same extent as the appraisal of the before value. This support shall include one or more of the following:
 - a. Sales comparable to the remainder properties.
 - b. Sales of comparable properties from which there have been similar acquisitions or takings for like usages.
 - c. Development of the income approach on properties that show economic loss or gain as a result of similar acquisitions or takings for like usages.
 - d. Indications from severance damage studies as related to similar takings.
 - e. If the data described in (1) through (4) are not available, the appraisal shall so state and give the appraiser's reasoning for their value estimate.
5. The difference between the before and after appraisal will represent the value of the property being acquired, including the damages and benefits to the remainder. The appraiser shall in the appraisal analyze and tabulate the difference showing a reasonable allocation to land, improvements, damages and benefits. The following general outline should be followed:
 - a. Value of Whole Property.
 - b. Value of Part Taken.
 - c. Value of Remainder as of Before Taking.
 - d. Value of Remainder as of After Taking.
 - e. Damages and/or Special Benefits {Difference between item (3) and (4)}.
 - f. Allocation of Taking & Damages and/or Special Benefits.
6. All valuation reports shall include identified photographs of the subject property including all principal above ground improvements or unusual features affecting the value of the property.
7. Valuation reports for whole takings shall contain a sketch or plat of the property showing boundary dimensions, location of improvements and other significant features of the property. For partial takings the sketch or plat shall also show the area to be acquired, relation of improvements to the taking area and area of each remainder.
8. Each valuation report shall contain or make reference (when separate project report is furnished) to the comparable sales that were used in arriving at the

market value estimate. The comparable sale data shall contain the following information:

- a. Date of Sale.
 - b. Names of the parties to the transaction.
 - c. Consideration paid.
 - d. Financing and how it affected the sales price. If the Appraiser is unable to verify the financing and conditions of sale from the usual sources, such as buyer, seller, broker, attorney, or escrow company or any person having knowledge of these factors, he/she shall so state giving the reason or reasons.
 - e. Conditions of the sale.
 - f. Personal verification of the sale, with whom and when.
 - g. Location.
 - h. Total area.
 - i. Type of improvements.
 - j. Highest and best use at time of sale.
 - k. Zoning at time of sale.
 - l. Identified photographs of all principal above ground improvements or unusual features affecting the value of the comparable.
 - m. Any other data pertinent to the analysis and evaluation of the sale.
9. All property valued and the comparable sales which were relied upon in arriving at the market value estimate shall be personally inspected in the field by the Appraiser and all dates of inspection shall be shown in either the project or individual parcel valuation report, whichever is appropriate.
 10. Each valuation report shall contain the date of the Appraiser's signature and the date of valuation.
 11. The property owner or their representative shall be given the opportunity to accompany the Appraiser during the Appraiser's inspection of the property and a report of such inspection shall be made a part of the appraisal report as per Section II, C, 4, C of these specifications.
- F. In every case, unless specified otherwise, the purpose of the valuation document is to express and support the Appraiser's estimate of fair market value as determined through the use of standard valuation processes. In addition, three important facts must be kept in mind.
1. Nebraska Department of Roads Review Appraisers and possibly Federal Highway Administration officials may review the valuation report.
 2. The valuation document will also be used to properly inform the negotiator of all pertinent facts prior to negotiation with the property owner. Such items as comparable sales must be well selected, verified and accurately reported so that the negotiator may use them in negotiations and even take the property owner to see them if it becomes necessary to do so.
 3. The valuation document and the project report may be distributed to the owner of the property as a part of the negotiation process.

- G. The Appraiser shall testify in court if required and shall defend the Compensation Estimate or Appraisal in the court testimony if the date of taking is within a reasonable time after the date of Compensation Estimate or Appraisal.
- H. The Appraiser shall determine if the property is leased and value the lease to determine the lessor and lessee's interest, justify these interests, if they exist, and compute the damages to these interests as part of the total damages.
- I. Any tenant-owned building, structure, or other improvement, which would be considered to be real property if owned by the owner of the real property on which it is located, shall be considered to be real property and shall be appraised as such to determine its fair market value. This shall include any improvement of a tenant-owner who has the right or obligation to remove the improvement at the expiration of the lease term.
- J. In appraising income-producing property that contains personal property owned by the owner of the real estate, the income of the personal property will not be considered a part of the gross income of the real property. Therefore, the Appraiser is required to show a deduction from the gross income, the amount the personalty contributes to the gross income.
- K. The following is a list of non-compensable items which the Appraiser agrees to review and also the Appraiser agrees that damages will not be estimated based upon these non-compensable items as listed in the tracts under this contract.
 - 1. Loss of profits or business.
 - 2. An option does not constitute an interest in land requiring compensation where it has not been exercised.
 - 3. Circuity of travel by reason of the blocking of existing county roads is not compensable where it is a damage suffered in common with the public generally.
 - 4. The placing of medians in the center of a street or thoroughfare does not entitle the owner to damages inasmuch as this is in accordance with the police power even though right of way is acquired at the same time.
 - 5. In computing damages or assessing damages for property taken containing valuable deposits of minerals, sand, gravel, or other types of materials, the land must be valued considering the potentialities that it has and the minerals it contains as land and cannot be valued on a yards time price basis of the quantity of minerals contained.
 - 6. Damages arising by reason of the police power or exercise thereof are not compensable.
 - 7. Damages during the period of constructions such as noise, dust, inability of customers to conveniently get the owner's property, the closing off of street and detour of traffic are not compensable.

8. Damages by reason of the loss of anticipated profits that the owner claims that could have made had they been allowed to continue the use of the property are not compensable.
- L. When severance damages are estimated, the Appraiser will support the damages by use of comparable sales. If comparable sales aren't available, other recognized methods may be used.
- M. The classification of equipment and fixtures as realty or personalty is necessary so that the appraiser can list and evaluate each piece of equipment. This is only required when the building they are located in is being acquired as a result of the project. In other words, valuation of the equipment and fixtures, as personalty, is not required, if the Local Public Agency is not acquiring the building they are located in.

The Appraiser understands that the Local Public Agency may make two offers to the owner. One offer will include all realty, including the equipment and fixtures considered a part of the realty. The other offer will include all realty, including the equipment and fixtures considered a part of the realty, and all equipment and fixtures considered to be personalty.

Therefore, it is necessary that the Appraiser list and make a determination on each piece of equipment and fixture as to whether it is realty or personalty.

The valuation document must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support the opinion of value being placed on the equipment and fixtures considered a part of the realty, and all equipment and fixtures considered to be personalty.

- N. Estimates will be required in those instances where the "cost to cure" method is used in determining damages to the property remainder or when the appraiser decides to employ or obtain estimates of cost to be used as a part of the valuation document.
- O. When a sub-contractor is required to complete a Specialty Report; the appraiser shall furnish the sub-contractor's qualifications and experience, along with the bid amount to complete the Specialty Report to the Local Public Agency for approval.

The bid amount of the sub-contractor will be paid as a part of the original contract, if the Local Public Agency notifies the appraiser that a Specialty Report is required during the request for proposal process, or as a Supplement Contract, if the Local Public Agency and the appraiser determine it is necessary to obtain the services of sub-contractor after the contract for Appraisal Services has been executed.

The Specialty Report value will not arbitrarily be added to the valuation of the realty, but shall be considered to the extent of the contributory value in establishing the value of the whole property.

APPENDIX "A"

NONDISCRIMINATION CLAUSES

During the performance of this contract, the appraiser, for itself, its assignees and successors in interest (hereinafter referred to as the "appraiser"), agrees as follows:

Compliance with Regulations: The Appraiser will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The appraiser, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The appraiser will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the appraiser for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the appraiser of the appraiser's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

Information and Reports: The appraiser will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Public Agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the appraiser shall so certify to the Local Public Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the appraiser's noncompliance with the nondiscrimination provisions of this contract, the Local Public Agency shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) withholding of payments to the appraiser under the contract until the appraiser complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The appraiser will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The appraiser will take such action with respect to any subcontract or procurement as the Local Public Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a appraiser becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the appraiser may request the Local Public Agency to enter into such litigation to protect the interests of the Local Public Agency.

MINORITY BUSINESS ENTERPRISES

Policy

The Appraiser and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

Minority Business Enterprises Obligation

The Appraiser and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Appraiser shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Appraiser shall not discriminate on the basis of disability; race, color, sex, religion or national origin, in the performance of FHWA assisted contracts.

Failure of the Appraiser to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the Local Public Agency or such remedy as the Local Public Agency deems appropriate.

DRUG-FREE WORKPLACE POLICY

The Appraiser shall have, on file with the Local Public Agency, an acceptable drug-free workplace policy.

APPENDIX "B"

Project No. ENH-40(59) Control No. 42650

Parcel No. _____

CERTIFICATE OF APPRAISER

I hereby certify:

That I have personally inspected the property herein appraised and that I have afforded the property owner, or their representative, the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand that such appraisal is to be used in connection with the acquisition of right of way for a project to be constructed by the City of Grand Island with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes, and the Uniform Standards of Professional Appraisal Practice; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the value reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any way benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Local Public Agency, the Nebraska Department of Roads, or officials of the Federal Highway Administration and I will not do so until so authorized by the Local Public Agency, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of the fair market value of the acquisition as of the _____ day of _____, 20____, is \$_____ based upon my independent appraisal and the exercise of my professional judgment.

Date

Signature

PV-6

APPENDIX "C"

LIST OF INDIVIDUAL TRACTS TO BE APPRAISED

TRACT NUMBER	TYPE OF APPRAISAL/ESTIMATE	FEE
1	Compensation Estimate	\$ 900.00
2	Compensation Estimate	\$ 900.00
3	Compensation Estimate	\$ 900.00
4	Compensation Estimate	\$ 900.00

TOTAL FEE \$3,600.00

Start Date September 12, 2012

Completion Date: _____

Submitted by: _____

Please Print

Please Sign

Address: _____

RESOLUTION 2012-250

WHEREAS, the City of Grand Island, in accordance with the Right-of-Way Acquisition Guide for Local Public Agencies, has negotiated appraisal services with Capital Appraisal Company, LLC for the State Street and Capital Avenue Connector Trail Project; and

WHEREAS, such services include Compensation Estimates of \$3,600.00, with the possibility of half day (\$700) and daily (\$1,400) rates being applied, per contract, should attendance at meetings pertaining to this project become necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement between the City of Grand Island and Capital Appraisal Company, LLC for appraisal services in connection with the State Street and Capital Avenue Connector Trail Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G16

#2012-251 - Approving Storm Water Management Plan Program Grant Application

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Sekutera, Storm Water Technician

Meeting: September 11, 2012

Subject: Approving Storm Water Management Plan Program Grant Application

Item #'s: G-16

Presenter(s): Terry Brown, Interim Public Works Director

Background

In 2005, the EPA expanded the "pollutant discharge" portion of the Clean Water Act of 1977 to include storm water runoff from all Nebraska communities with a population over 10,000. Subsequently, the City of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community in 2005. The City was issued a storm water permit for the time period of July 1, 2005 through December 31, 2010 by the Nebraska Department of Environmental Quality that includes a Storm Water Management Plan. During the 2011 year the City has been operating on an Administrative Extension, with a new 5 year permit cycle expected to be January 1, 2012 through December 31, 2017.

As a result of the passage of LB1226 in the 2006 Nebraska Legislative Session, \$2.5 million in funding was allocated for cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs).

Grant awards are distributed to applicants according to population size. The Public Works Department will prepare the attached grant application and forward to the Department of Environmental Quality for request of these funds.

The City has received funds from this storm water grant program each year since July 2007 for a total of \$529,730.00 to date.

The past grant funds have been used for activities such as educating the public, developers/contractors of the requirements of the permit; storm sewer stenciling; dry weather inspections; municipal evaluations and facility run-off control planning; mapping of the storm sewer system; and implementing BMPs at City owned facilities.

Additionally, the grant funds have purchased a vehicle, GPS equipment, printer/plotter and various water sampling equipment.

The funds from this grant will be used for additional mapping of the storm sewer system, finalizing and implementing the construction (erosion/sediment control) program, wet weather sampling and supporting education efforts through various media forms.

Discussion

The Storm Water Management Plan Program grant application is due Friday, October 5, 2012. A 20% match for the project is required and will be provided by the Public Works Department through salaries. Grant work under this program must be completed by June 30, 2014.

The City has seven (7) Minimum Control Measures (MCM's) that are identified in the storm water permit. Each MCM has a number of Best Management Practices (BMP's) that are used to carry out the MCM's. An example BMP is marking curb inlets that remind the public not to dump into the inlet because it drains to a stream or river.

Grant activities are restricted to the Best Management Practices (BMP's) and seven Minimum Control Measures (MCM's) identified in the City storm water permit. The seven MCM's are:

- 1) Education and Outreach
- 2) Public Involvement/Participation
- 3) Illicit Discharge Detection and Elimination
- 4) Construction Site Storm Water Runoff Control
- 5) Post-Construction Storm Water Management in new development and redevelopment
- 6) Pollution Prevention good housekeeping for municipal operations
- 7) Wet Weather Monitoring

Alternatives

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

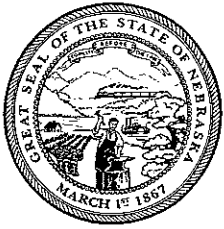
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

Public Works Administration recommends that the Council approve submission of the storm water grant application and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve submission of the storm water grant application and authorize the Mayor to sign all related documents.



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Michael J. Linder

Director

Suite 400, The Atrium

1200 'N' Street

P.O. Box 98922

Lincoln, Nebraska 68509-8922

Phone (402) 471-2186

FAX (402) 471-2909

website: www.deq.state.ne.us

August 9, 2012

Mr. Scott Sekutera
City of Grand Island
PO Box 1968
Grand Island, NE 68802-1968

RE: 2012 Storm Water Management Plan Grant Program – Application

Dear Scott:

The Nebraska Legislature passed LB1226 in 2006, which established the Storm Water Management Plan Program. This grant program has provided six years of funding to cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs). A seventh year of grant funding is now available for distribution to these same cities and counties. Cities and counties must work directly from their approved NPDES MS4 Stormwater Management Plan when making decisions on how to spend the grant and matching funds.

City of Grand Island, permit #NER300010, is entitled to at least \$73,978 and no more than \$364,999 of these funds. Applicants located within urbanized areas will receive their share of funding from 80% of the total amount available and, those in non-urbanized areas will receive their share from 20% of the total. Funding within each category will be distributed amongst the applicants based on their population. If every eligible applicant in your category requests funding, you will receive the minimum amount – if fewer apply, you will receive a larger share.

If interested in obtaining funding, a signed copy of the enclosed application must be mailed (or emailed) to me by Friday, October 5th. Please let me know if you'd like an electronic copy of the application.

Enclosed are the 2012 Storm Water Management Plan Program timeline and the one page grant application. **Please be aware that 2012 grant funds will be disbursed only after the 2010 Storm Water Management Program Plan Grant (fifth LB1226 grant) has been closed-out and all previous stormwater grant reporting requirements have been met.**

If you have any additional questions, please contact me by e-mail at mary.schroer@nebraska.gov or by phone at 402-471-6988.

Sincerely,

Mary Schroer
Stormwater Coordinator

Enclosures

CC: Terry Brown

NEBRASKA STORM WATER MANAGEMENT PLAN PROGRAM GRANT APPLICATION

From the City of Grand Island (Sponsor)
Regarding Implementation of the
Storm Water Management Plan for Permit NER300010

Submittal of this application constitutes a request for grant funding from the Storm Water Management Plan Program. Requirements of this grant are as follows:

- The Sponsor must provide at least a 20% cash match for any funds received.
- This cash match and the grant award must be kept together in an account separate from any other funds.
- These funds must be used only for implementation of the NPDES Municipal Separate Storm Sewer permit #NER300010.
- These funds may not be used for normal operations and maintenance or flood control.
- The project duration must not go beyond June 30, 2014.
- The Sponsor must provide an annual report, for each grant, due at the end of each state fiscal year.

To request these forms electronically, call or e-mail Mary Schroer at 402-471-6988 or mary.schroer@nebraska.gov

PROJECT MANAGER INFORMATION – PLEASE PRINT OR TYPE

PROJECT MANAGER NAME Scott Sekutera	TITLE Stormwater Technician	
STREET ADDRESS PO Box 1968	E-MAIL ADDRESS ssekutera@grand-island.org	
CITY / STATE / ZIP CODE Grand Island, NE 68802-1968	PHONE NUMBER (308) 385-5440 ext 270	
MAXIMUM AWARD AMOUNT REQUESTED	PROJECT END DATE 6-30-2014	
COGNIZANT OFFICIAL SIGNATURE		DATE

TIMELINE FOR 2012 STORM WATER MANAGEMENT PROGRAM GRANT

- October 5, 2012 Applications must be received in the NDEQ Lincoln office no later than this date. Signed applications may be submitted electronically. Please contact me for an electronic application.
- End of October An Intergovernmental Agreement will be mailed to applicants for the cognizant official's signature.
- December 1, 2012 The signed Intergovernmental Agreement must be mailed to the Lincoln NDEQ office.
Recipients will receive the full grant amount by direct deposit within 30 days of NDEQ's receipt of the signed Intergovernmental Agreement providing the 2010 Storm Water Management Plan Grant (fifth LB1226 grant) has been closed-out and all other stormwater grant reporting requirements have been met.
- July 31, 2013 **The first annual report for this new grant is due.** The first annual report covers project activity from grant inception (the date the intergovernmental agreement is signed) to June 30, 2013. If no funds have been expended, please send a letter or email stating so.
- Also due at this time is an annual report for any other stormwater grants that are open. **(Please note: NPDES MS4 Permit reporting requirements are separate from the grant reporting requirements.)**

RESOLUTION 2012-251

WHEREAS, in 2005, the Environmental Protection Agency expanded the “pollutant discharge” portion of the Clean Water Act of 1977 to include storm water runoff from Nebraska communities with a population over 10,000; and

WHEREAS, the City Of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community and was issued a storm water permit from the Nebraska Department of Environmental Quality; and

WHEREAS, the City Of Grand Island has developed a Storm Water Management Plan (SWMP) in conformance with the storm water permit; and

WHEREAS, the City Of Grand Island, Nebraska is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Environmental Quality for a grant to implement the Storm Water Management Plans (SWMPs) and is entitled to a minimum of \$73,978.00 and no more than \$364,999.00 from the State of Nebraska; and

WHEREAS, the City is requesting \$364,999.00 with the required twenty percent (20%) match for the project provided by the City of Grand Island, Public Works Department; and

WHEREAS, the Nebraska Department of Environmental Quality is taking applications until October 5, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska, is hereby authorized to apply for funding from the Nebraska Department of Environmental Quality, for the Storm Water Management Plan Program Grant.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute such grant application and other documentation on behalf of the City Of Grand Island for such grant purposes.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G17

#2012-252 - Approving Change Order No. 1; to Midlands Contracting, Inc. in Lift Station No. 7 Repairs Project No. 2011-S-1 for the City of Grand Island

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Marvin Strong, Wastewater Plant Engineer

Meeting: September 11, 2012

Subject: Approving Change Order No. 1; to Midlands Contracting, Inc. in Lift Station No. 7 Repairs Project No. 2011-S-1 for the City of Grand Island

Item #'s: G-17

Presenter(s): Terry Brown, Interim Public Works Director

Background

On December 6, 2011 City Council approved, by Resolution 2011-357, the bid award to Midland Contracting, Inc. for the Lift Station No.7 Repairs, in the amount of \$310,978.67.

On January 10, 2012 City Council approved, by Resolution 2012-7, amended Resolution 2011-357, for Department of Labor issued new labor wage revision for a revised bid amount of \$312,728.67.

On February 14, 2012 City Council approved, by Resolution 2012-35, amended Resolution 2012-7, for correction in estimated unit quantities for a revised contract amount of \$ 344,807.42.

Discussion

In the progress of placement in the new lift station forced pumping main installation an existing eight (8) inch gravity sewer collapsed. To progress the contractor forward, a section has been temporarily repaired to flow sewer without any bypassing.

City staff requested the contractor in providing costing to replace the entire section, encompassing the removal and replacement in one-hundred eight (108) feet of gravity sewer pipe.

City Staff has reviewed the associated costing, and believes the estimate is justified for the work involved.

With this Change Order No. 1 addition to Midland Contracting, Inc. contract agreement, will increase by the amount of \$62,736.15 for a revised contract amount of \$407,543.57.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 to Midlands Contracting, Inc. of Kearney, Nebraska in the amount of \$62,736.15 for Lift Station No. 7 Repairs, Project No. 2011-S-1.

Sample Motion

Move to approve Change Order No. 1 to Midlands Contracting, Inc. of Kearney, Nebraska for Lift Station No. 7 Repairs, Project No. 2011-S-1 for the City of Grand Island.

CHANGE ORDER**ORDER NO. 1**

NAME OF PROJECT: City of Grand Island Waste Water Treatment Plant
Lift Station No.7 Repairs Project 2011-S-1

CONTRACTOR: Midland Contracting, Inc

OWNER: City of Grand Island

THE FOLLOWING MODIFICATIONS TO THE CONTRACT ARE HEREBY ORDERED:

1. Add the following Scope of Work and Costing as follows:

Item	Description	Quantity	Units	Unit Price \$	Amount \$
1	Remove and Replace Sewer Pipe	108.0	LF	71.00	7,668.00
2	Remove and Replace 8" Concrete Pavement	420.0	SY	69.00	28,980.00
3	Remove and Replace 6" Concrete Sidewalk	500.0	SF	5.90	2,950.00
4	Remove and Replace 4" Concrete Sidewalk	252.0	SF	5.40	1,360.80
5	Remove and Replace Chainlink Fence	1.0	LS	350.00	350.00
6	Dewatering	1.0	LS	15,000.00	15,000.00
7	Traffic Control	1.0	LS	500.00	500.00
8	Seeding, Unimproved Areas	825.0	SF	0.20	165.00
9	Sodding, Improved Areas	626.0	SF	1.10	688.60
10	By-Pass Pumping	1.0	LS	1,800.00	1,800.00
11	Remove and Replace Curb & Gutter	48.0	LF	31.50	1,512.00
12	Gravel Bedding for Sewer Pipe	108.0	LF	6.00	648.00
13	Sand Backfill Material	135.0	Ton	8.25	1,113.75
TOTAL					62,736.15

THE FOLLOWING MODIFICATIONS TO THE CONTRACT TIMES HEREBY ORDERED:

1. There will be an addition of 14 calendar days to the 230 calendar days for project substantial completion.

REASONS FOR MODIFICATIONS:

In the progress of installing the new lift station forced pumping main an existing eight (8) inch gravity sewer collapsed at the intersection of Arthur Street and Lamar Avenue. To progress the contractor forward, a section has been temporarily repaired to flow sewer without any bypassing.

City staff requested the contractor in providing costing to replace the entire section, encompassing the removal and replacement in one-hundred eight (108) feet of gravity sewer pipe.

ORIGINAL CONTRACT AMOUNT: **\$ 312,728.67**

AMENDMENT IN QUANTITIES: **\$ 32,078.75**

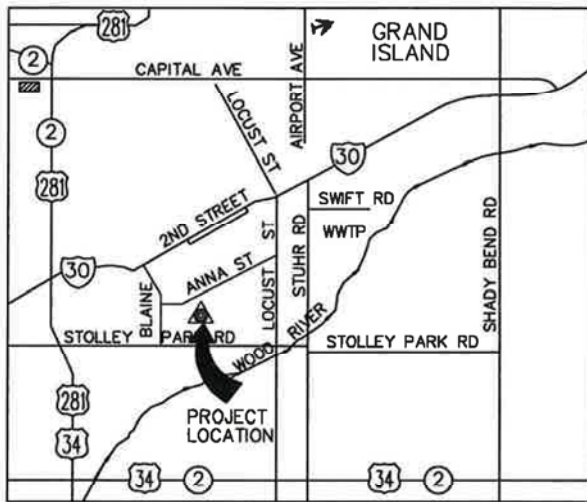
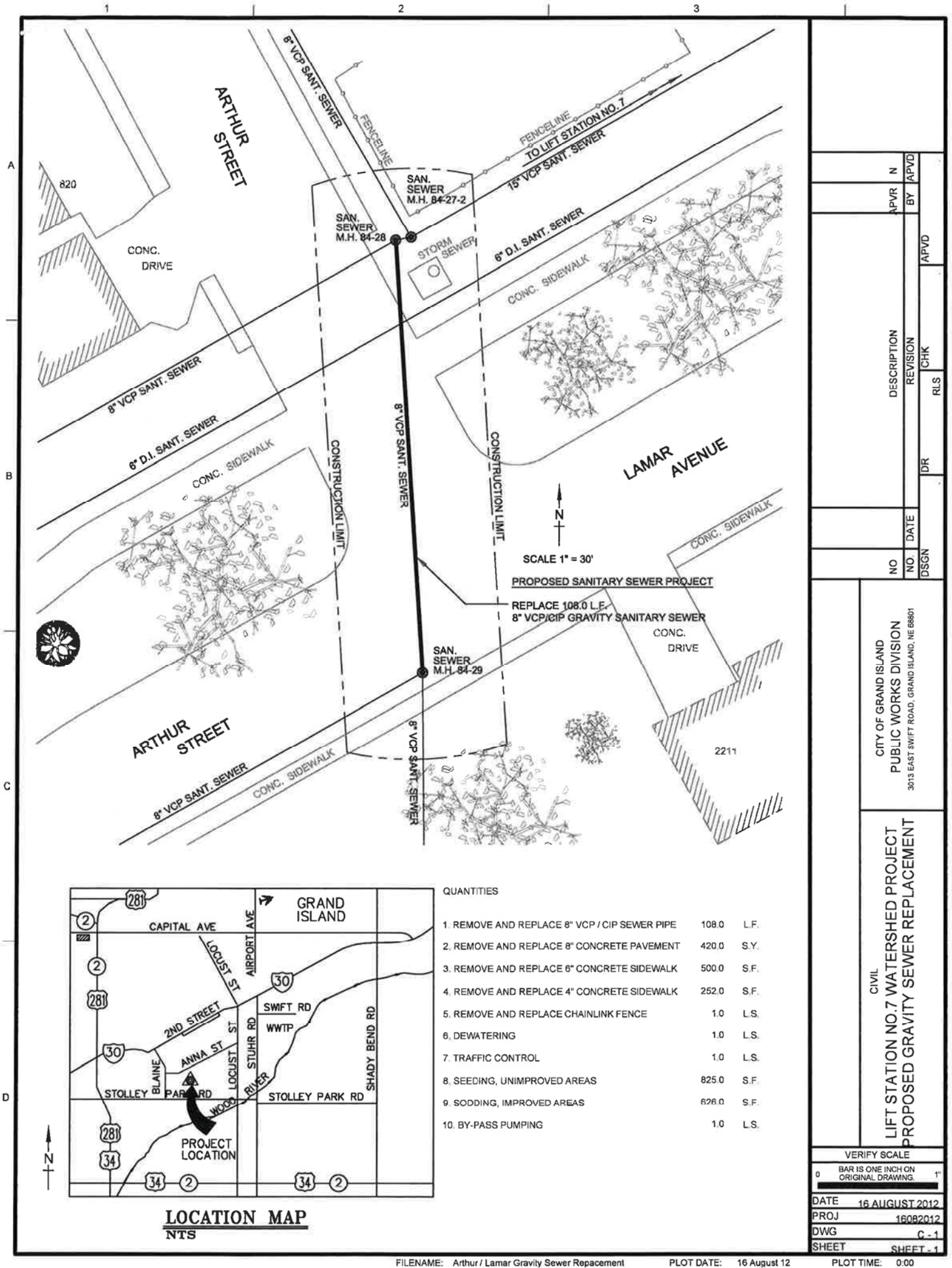
THIS CHANGE ORDER AMOUNT: **\$ 62,736.15**

REVISED CONTRACT AMOUNT (including this Change Order) **\$ 407,543.57**

Contractor: _____ **Date:** _____
Midlands Contracting, Inc.

Engineer: _____ **Date:** _____
City of Grand Island

Owner: _____ **Date:** _____
City of Grand Island



LOCATION MAP
NTS

QUANTITIES

1. REMOVE AND REPLACE 8" VCP / CIP SEWER PIPE	108.0	L.F.
2. REMOVE AND REPLACE 8" CONCRETE PAVEMENT	420.0	S.Y.
3. REMOVE AND REPLACE 6" CONCRETE SIDEWALK	500.0	S.F.
4. REMOVE AND REPLACE 4" CONCRETE SIDEWALK	252.0	S.F.
5. REMOVE AND REPLACE CHAINLINK FENCE	1.0	L.S.
6. DEWATERING	1.0	L.S.
7. TRAFFIC CONTROL	1.0	L.S.
8. SEEDING, UNIMPROVED AREAS	825.0	S.F.
9. SODDING, IMPROVED AREAS	626.0	S.F.
10. BY-PASS PUMPING	1.0	L.S.

APVD		BY		N	
APVD		CHK		RLS	
NO		DATE		DR	
NO		DATE		DSGN	
CITY OF GRAND ISLAND PUBLIC WORKS DIVISION 3013 EAST SWIFT ROAD, GRAND ISLAND, NE 68601					
CIVIL LIFT STATION NO. 7 WATERSHED PROJECT PROPOSED GRAVITY SEWER REPLACEMENT					
VERIFY SCALE					
0 1" BAR IS ONE INCH ON ORIGINAL DRAWING.					
DATE 16 AUGUST 2012					
PROJ 16082012					
DWG C-1					
SHEET SHEET - 1					

FILENAME: Arthur / Lamar Gravity Sewer Replacement

PLOT DATE: 16 August 12

PLOT TIME: 0:00

RESOLUTION 2012-252

WHEREAS, on February 14, 2012 City Council approved, by Resolution 2012-7, 2012-35, the bid award to Midland Contracting, Inc. for the Lift Station No.7 Repairs, in the amount of \$344,807.42.; and

WHEREAS, during the progress of work additional gravity sewer collection pipe repairs are necessary; and

WHEREAS, Midland Contracting, Inc. has provided cost for such repairs in the amount of \$62,736.15; and

WHEREAS, City Staff has reviewed the associated costing, and believes the estimate is justified for the work involved; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order No. 1 in the amount of \$62,736.15 is hereby approved to the revised contract amount to \$407,543.57 to Midland Contracting, Inc. for the Lift Station No.7 Repair.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 11, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item G18

**#2012-253 - Approving Additional Equipment for Fire
Rescue/Pumper**

Staff Contact: Russ Blackburn

Council Agenda Memo

From: Russ Blackburn, Interim Fire Chief

Meeting: September 11, 2012

Subject: Additional Equipment for Fire Rescue/Pumper

Item #'s: G-18

Presenter(s): Russ Blackburn, Interim Fire Chief

Background

Specifications for a new Rescue/Pumper were prepared with the inclusion of several optional add-ons. At the time of the preparation of the specifications it was believed that the inclusion of the options would have exceeded the budgeted amount for the truck, and no further options were listed. Bids were opened on July 26, 2012 and the winning bid from Smeal Fire Apparatus was \$503,128, this was \$46,872 below budget.

Discussion

The following equipment was going to be purchased out of next year's operating budget. However, purchasing rules allows for additions of this type as long as the total cost does not exceed the next closest bid. The next closest bid was for \$511,294 this allows for the addition of up to \$8,166 worth of equipment to be added to the original purchase.

Recommend that we purchase all of the loose equipment that is required by the National Fire Protection Association for a Class A pumper for a total of \$3,576.00. One additional Auto Crib stabilization device for \$1,193.00. Also recommend that an additional \$1,682.80 be added for mounting brackets to mount the equipment. These brackets are specifically designed to work with the shelving system already specified on the truck. They will allow for the safe and proper storage of equipment within the compartments of the truck.

The total for this additional equipment is \$6,451.80.

Alternatives

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

1. Move to approve to purchase the additional equipment from Smeal Fire Apparatus.
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 additional equipment for the sum of \$6,451.80.

Sample Motion

Move to approve the resolution to purchase the additional equipment from Smeal Fire Apparatus.



Danko Emergency Equipment Co.
 302 E 4th St, PO Box 218
 Snyder, NE 68664
 Phone # 402-568-2200 866-568-2200
 Fax 402-568-2278
 Web Page: www.danko.net E-mail: sales@danko.net

QUOTATION

Page: 1
 August 8th 2012

Manufacturer of Fire-Rescue and Industrial Equipment

Sold To:

TRUCK ACCESSORIES

Ship To:

TRUCK ACCESSORIES

Attention	Terms	Payment Type	Quote No.	
Mr.	NET 30 DAYS	Credit	1-1438	
Quote Date	Ship Via	Sales Rep		
August 8th 2012	GROUND POINT			
Item No.	Description	Price	Qty	Extension
PAC1010	8# SLEDGE HANGER/POCKET	\$42.00	2.00	\$84.00
PACK5011	FLATHEAD HANGER/POCKET	\$110.00	1.00	\$110.00
PACK5012	PICK HEAD HANGER/POCKET	\$135.00	1.00	\$135.00
PAC	PAC K5009 TOOL HANGER KIT	\$67.45	2.00	\$134.90
PAC	PAC 1019 UNIVERSAL HANGER	\$17.05	4.00	\$68.20
PACK5032	HALLIGAN TOOL MOUNT KIT	\$103.00	1.00	\$103.00
PAC	PAC K5025-N CUTTERS EDGE MOUNTING KIT (1999 AND NEWER)	\$161.00	1.00	\$161.00
PAC1006	ADJUSTA MOUNT FOR K-12 SAW	\$43.00	1.00	\$43.00
PAC	PAC 1060 EXT SUPER ADJUSTAMOUNT FOR K-12 SAW	\$65.00	1.00	\$65.00
PAC	PAC 1007 UNIVERSAL MOUNT FOR K-12	\$8.00	1.00	\$8.00
PAC	PAC 1016 SPANNER WRENCH MOUNT	\$39.00	2.00	\$78.00
PAC	PAC 1017 HYDRANT WRENCH MOUNT	\$50.25	1.00	\$50.25
PAC	PAC 1042-1 2.5" ADAPTER LOK	\$44.00	2.00	\$88.00
PAC	PAC 1040-5 STORZ LOK 5" MOUNT	\$47.45	1.00	\$47.45
PAC1004	HANDLE LOCK (1/8" TO 1.75")	\$35.00	10.00	\$350.00
PAC	PAC 4906AC SCREW PLATES	\$46.00	2.00	\$92.00
PAC	PAC 1060 EXT SUPER ADJUSTAMOUNT	\$65.00	1.00	\$65.00



Danko Emergency Equipment Co.
302 E 4th St, PO Box 218
Snyder, NE 68664
Phone # 402-568-2200 866-568-2200
Fax 402-568-2278
Web Page: www.danko.net E-mail: sales@danko.net

QUOTATION

Page: 2
August 8th 2012

Manufacturer of Fire-Rescue and Industrial Equipment

Sold To:

TRUCK ACCESSORIES

Ship To:

TRUCK ACCESSORIES

Attention		Terms	Payment Type	Quote No.	
Mr.		NET 30 DAYS	Credit	1-1438	
Quote Date	Ship Via		Sales Rep		
August 8th 2012	GROUND POINT				
Item No.	Description		Price	Qty	Extension

Terms

Net 30 Days

Delivery

GRAND ISLAND TRUCK

Sub Total \$1,682.80
STATE TAX \$0.00
\$0.00

Total Price \$1,682.80

- This quotation is valid for a period of 30 days.



Danko Emergency Equipment Co.

302 E 4th St, PO Box 218

Snyder, NE 68664

Phone # 402-568-2200

866-568-2200

Fax 402-568-2278

Web Page: www.danko.net

E-mail: sales@danko.net

QUOTATION

Page: 1

September 6th 2012

Manufacturer of Fire-Rescue and Industrial Equipment

Sold To:

GRAND ISLAND, CITY OF
1720 N BROADWELL AVE - P.O. BOX 1968
FIRE/AMBULANCE DEPARTMENT
GRAND ISLAND NE 68803

Ship To:

GRAND ISLAND, CITY OF
FIRE/AMBULANCE DEPARTMENT
1720 N BROADWELL AVE - P.O. BOX 1968
GRAND ISLAND NE 68803

Attention	Terms	Payment Type	Quote No.	
Mr.	NET 30 DAYS		1-1451	
Quote Date	Ship Via	Sales Rep		
September 6th 2012	GROUND POINT			
Item No.	Description	Price	Qty	Extension
FLAFHAFR6LB	AXE FLAT HEAD, 6#, FIBERGLASS, 36" RUBBER GRIP	\$44.44	1.00	\$44.44
FLAPHAFR6LB	AXE PICK HEAD, FIBERGLASS, 36" RUBBER GRIP	\$44.44	1.00	\$44.44
FLAPP06	FLAMEFIGHTER PIKE POLE, 6'	\$36.22	1.00	\$36.22
FLAPP08	FLAMEFIGHTER PIKE POLE, 8'	\$41.06	1.00	\$41.06
FLAPP03D	FLAMEFIGHTER PIKE POLE, 3' W/D HDL	\$33.48	1.00	\$33.48
FLA	FLAMEFIGHTER RPS-27D ROUND HEAD SHOVEL 27" W/D HANDLE	\$35.60	1.00	\$35.60
FLA	FLAMEFIGHTER SQP-27D SQUARE HEAD SHOVEL 27" W/D HANDLE	\$35.42	1.00	\$35.42
RHB35-2.5	ADAPTER, ALUMINUM, 2.5" DBL F, LIGHT WEIGHT	\$23.38	1.00	\$23.38
RHB36-2.5	ADAPTER, ALUMINUM, 2.5" DBL M LIGHT WEIGHT	\$12.88	1.00	\$12.88
TFTAYNJ-NF	GATED WYE 2.5"NH F X (2)1.5"NH MALE	\$276.00	1.00	\$276.00
AKR535	CELLAR NOZZLE 2.5"	\$505.66	1.00	\$505.66
HAR	HARRINGTON AWG 75013433 3 WAY BALL VALVE5" NH F SW X (3) 2.5" NH MALE	\$584.76	1.00	\$584.76
TFT	TFT H-VIT SMOOTH BORE NOZZLE WITH OR WITHOUT P/G	\$314.00	3.00	\$942.00
FLAFE36	HOOLIGAN 36"	\$124.94	1.00	\$124.94
FLA	FLAMEFIGHTER BC24 24" BOLT CUTTER	\$32.49	1.00	\$32.49
FLA	FLAMEFIGHTER SH10 10# SLEDGE HAMMER	\$39.38	1.00	\$39.38
AMXA411	EXTINGUISHER 20# ABC	\$109.50	1.00	\$109.50
AMX810	EXTINGUISHER BRACKET 7" CYL DIA. BLACK	\$32.10	1.00	\$32.10
AMX	AMEREX 332 20# CO2 EXTINGUISHER	\$253.20	1.00	\$253.20
AMX	AMEREX 811 BRACKEWT	\$38.16	1.00	\$38.16
AMX240	EXTINGUISHER WATER 2.5 GALLON	\$82.32	1.00	\$82.32
AMX810	EXTINGUISHER BRACKET 7" CYL DIA. BLACK	\$32.10	1.00	\$32.10
NI	POWER HAWK PHPNAC217 AUTO CRIB KIT FOR TWO	\$1,193.00	1.00	\$1,193.00



Danko Emergency Equipment Co.
302 E 4th St, PO Box 218
Snyder, NE 68664
Phone # 402-568-2200 866-568-2200
Fax 402-568-2278
Web Page: www.danko.net E-mail: sales@danko.net

QUOTATION

Page: 2
September 6th 2012

Manufacturer of Fire-Rescue and Industrial Equipment

Sold To:

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Attention		Terms	Payment Type	Quote No.	
Mr.		NET 30 DAYS		1-1451	
Quote Date		Ship Via	Sales Rep		
September 6th 2012		GROUND POINT			
Item No.	Description		Price	Qty	Extension
HAR	HARRINGTON AWG75016633 2 WAY CLAPPERED SIAMESE (2)2.5" F SW RL X 5" STORZ		\$216.48	1.00	\$216.48

Terms

Net 30 Days

Delivery

F.O.B. SNYDER, NE.

Sub Total \$4,769.01
TAX EXMPT \$0.00
\$0.00

Total Price \$4,769.01

- This quotation is valid for a period of 30 days.

RESOLUTION 2012-253

WHEREAS, the City of Grand Island's procurement code allows for additional expenses to be added to bids; and

WHEREAS, the following equipment will be purchased out of the 2012-2013 budget: loose equipment as required by the National Fire Protection Association for Class A pumper - \$3,576.00; one additional Auto Crib stabilization device - \$1,193.00 and mounting brackets - \$1,682.80 for a total of \$6,451.80.

WHEREAS, the additional cost of the equipment does not exceed the next closest bid.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposed additional equipment be purchased from Smeal Fire Apparatus of Snyder, Nebraska for the amount of \$6,451.80.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item H1

Consideration of Request from the City of Grand Island for a Conditional Use Permit for Installation of a Wooden Pole to Mount a Radio for Wireless Network Communications Located at 1720 North Broadwell Avenue

This item relates to the aforementioned Public Hearing item E-4.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item H2

Consideration of Request from the City of Grand Island for a Conditional Use Permit for Installation of a Wooden Pole to Mount a Radio for Wireless Network Communications Located at 2310 South Webb Road

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item H3

Consideration of Request from the City of Grand Island for a Conditional Use Permit for Installation of a Wooden Pole to Mount a Radio for Wireless Network Communications Located at 3690 West State Street

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item H4

Consideration of Request from the City of Grand Island for a Conditional Use Permit for Installation of a Wooden Pole to Mount a Radio for Wireless Network Communications Located at 3168 West Stolley Park Road

This item relates to the aforementioned Public Hearing item E-7.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item I1

#2012-254 -Consideration of Request from Afleres, LLC dba El Diamante Bar & Grill, 1600 South Eddy Street, Suite 104 for a Class “C” Liquor License and Liquor Manager Designation for Gustavo Camacho, Sr., 6021 South 35th Street, Omaha, NE

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

Staff Contact: RaNae Edwards

RESOLUTION 2012-254

WHEREAS, an application was filed by Alferes, LLC doing business as El Diamante Bar & Grill, 1600 South Eddy Street, Suite 104 for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 1, 2012; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on September 11, 2012 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Gustavo Camacho, Sr., 6021 South 35th Street, Omaha, NE as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item I2

#2012-255 - Consideration of Request from La Isla Bar, Inc. dba La Isla Bar, 106 East 3rd Street for a Class “CK” Liquor License and Liquor Manager Designation for Tommy Edwards, 1019 N. Burlington Avenue, Hastings, NE

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

Staff Contact: RaNae Edwards

RESOLUTION 2012-255

WHEREAS, an application was filed by La Isla Bar, Inc. doing business as La Isla Bar, 106 East 3rd Street for a Class "CK" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 1, 2012; such publication cost being \$16.28; and

WHEREAS, a public hearing was held on September 11, 2012 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Tommy Edwards, 1019 N. Burlington Avenue, Hastings, NE as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item I3

#2012-256 - Consideration of Approving 2012-2013 Fee Schedule

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director
Meeting: September 11, 2012
Subject: Approve 2012-2013 Fee Schedule
Item #'s: I-3
Presenter(s): Jaye Monter, Finance Director

Background

The Fee Schedule was submitted to Council for review during the Special Meeting held on August 21, 2012.

Discussion

The proposed 2012-2013 Fee Schedule includes changes for the following departments:
Humane Society-Rabies Testing.
Building Department-Mobile Home Park Registrations.
Fire Department-Fire Safety Inspection Fees, Fireworks permit fees and Fire safety Standby fees.
Library-new fees for the purchase of computer thumb drives and computer head phones. Parks
Department- fee increases for Cemetery, Lincoln Pool, Island Oasis Water Park, Heartland
Public Shooting Park and Community Field house.
Planning Department-various increases.
Wastewater Treatment Plant-scheduled rate increases starting January 1, 2013.

Alternatives

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

1. Approve the recommendation for requested Fee Schedule changes.
2. Modify the request to meet the policy direction of the Council.
3. Postpone the issue to a future date.

Recommendation

City Administration recommends that the City Council adopt the 2012-2013 Fee Schedule.

Sample Motion

Move to approve the 2012-2013 Fee Schedule.

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
Administration				
Board of Adjustment Prior to Construction	100.00	100.00	200.00	
Board of Adjustment After Construction/No Building Permit	250.00	250.00	350.00	
Board of Adjustment After Construction/Not Conform	400.00	400.00	500.00	
Conditional Use Permit	200.00	200.00	1000.00	
Election Filing Fees - City Council	1% of salary	1% of salary	1% of salary	
Election Filing Fees - Mayor	1% of salary	1% of salary	1% of salary	
Haulers Permit (annual) Garbage	225.00	225.00	225.00	
Haulers Permit (annual) Refuse	75.00	75.00	75.00	
Pawnbroker License (annual)	75.00	75.00	100.00	
Pawnbroker Occupational Tax (annual)	75.00	75.00	100.00	
Blight Study Adoption		500.00	500.00	
Redevelopment Plan Adoption		500.00	500.00	
Redevelopment Plan Amendment		500.00	500.00	
Register of Deeds Filing fee			5.00 per page + .50 per legal	
Liquor Licenses - Occupational Tax (annual)				
Class A Retail beer, on sale	200.00	200.00	200.00	
Class B Retail beer, off sale	200.00	200.00	200.00	
Class C Retail liquor, on/off sale	600.00	600.00	600.00	
Class D Retail liquor/beer, off sale	400.00	400.00	400.00	
Class I Retail liquor, on sale	500.00	500.00	500.00	
Class L Brew Pub	500.00	500.00	500.00	
Class W Beer distributor	1000.00	1000.00	1000.00	
Class X Alcoholic liquor distributor, except beer	1500.00	1500.00	1500.00	
Class Z Micro Distiller LB-549	500.00	500.00	500.00	
Liquor License - School Fees (annual)				
Class A Retail beer, on sale	100.00	100.00	100.00	
Class B Retail beer, off sale	100.00	100.00	100.00	
Class C Retail liquor, on/off sale	300.00	300.00	300.00	
Class D Retail Liquor, Off sale	200.00	200.00	200.00	
Class I Retail liquor, on sale				
Advertisement Fee For All Liquor License Applications				
Class I Retail Liquor, on sale	250.00	250.00	250.00	
Advertising Fee	10.00	10.00	10.00	
Special Designated Liquor License	40.00	40.00	80.00	
Natural Gas Company Rate Filing Fee	500.00	500.00	500.00	
ANIMAL CONTROL SERVICES				
Pet License Fee - Un-neutered/un-spayed	30.00	30.00	31.00	
Pet License Fee - Neutered/Spayed	15.00	15.00	16.00	
**\$5.00 per license retained by registered veterinarian making sale				
Pet License Replacement Fee	5.00	5.00	5.00	
License Fees-late fee of \$10.00 after Feb 1	10.00	10.00	10.00	
Impoundment Fee - 1st Offense*	25.00	25.00	25.00	
Impoundment Fee - 2nd Offense*	50.00	50.00	50.00	
Impoundment Fee - 3rd Offense*	75.00	75.00	75.00	
Impoundment Fee - 4th Offense*	100.00	100.00	100.00	
*Impoundment includes a per day boarding fee				
Boarding Fee - Impoundment	12.00+tax/day	12.00+tax/day	12.00+tax/day	
Boarding Fee - Rabies observation	17.00+tax/day	17.00+tax/day	17.00+tax/day	

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
Rabies Testing - There is no charge when Animal Control is dealing with a bite case or wildlife that is required to be tested. If the public is requesting an animal to be tested that is on the required testing list and AC/Cnhs is not involved with the incident there is a charge.			15.00	45.00
Rabies observation transportation fee			25.00	
Legal Proceeding holding fee			16.05+tax per day	
Deemed "Potentially Dangerous" fee			100.00	
Micro chip			25.00 per animal	
Live trap rental \$50.00 deposit per trap. When trap is returned in working order, there is a refund of \$40.00			50.00 deposit 40.00 refund when returned	
Adoptions: Neutered/spayed				
Adoption fees can be lower depending on length of stay, age and color of pet. This is for both cats and dogs. Average fee is \$100.00				
Dogs	100.00 + tax	100.00 + tax	100.00 + tax	
Cats & Kittens	100.00 + tax	100.00 + tax	100.00 + tax	
"VIP" Very Important Pets (Pure breed)	200.00 + tax	200.00 + tax	200.00 + tax	DELETE
Pickup and disposal of dead animals at owner's request	25.00	25.00	25.00	
Removal of wildlife from the home, garage or yard at home owner's request				
During business hours	N/C	N/C	N/C	
(No charge for removing skunks or bats)				
BUILDING DEPARTMENT				
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation				
Estimated Valuations:				
1.00 - 1,600.00	30.00	31.00	35.00	
1,601.00 - 1,700.00	32.00	33.00	37.00	
1,701.00 - 1,800.00	34.00	35.00	39.00	
1,801.00 - 1,900.00	36.00	37.00	41.00	
1,901.00 - 2,000.00	38.00	39.00	43.00	
2,001 - 25,000 For each additional 1,000 or fraction, to and including 25,000	38.00 plus 6.50	39.00 plus 6.75	43.00 plus 7.25	
25,001 - 50,000 For each additional 1,000 or fraction, to and including 50,000	187.50 plus 5.00	194.25 plus 5.25	209.75 plus 5.00	
50,001 - 100,000 For each additional 1,000 or fraction, to and including 100,000	312.50 plus 3.60	325.50 plus 3.75	334.75 plus 3.75	
100,001 and up For each additional 1,000 or fraction	492.50 plus 3.20	513.00 plus 3.25	522.25 plus 3.25	
Plan Review Fee, Commercial (percentage of building permit fee)	50%	50%	50%	
Plan Review Fee, Residential (percentage of building permit fee)	10%	10%	10%	
Inspections outside of normal business hours*	50.00	50.00	75.00	
Reinspection Fee*	50.00	50.00	50.00	
Inspection for which no fee is specifically indicated*	50.00	50.00	50.00	
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one hour)*	50.00	50.00	100.00	
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved				
Contractor Registration - New and Renewal for Electrical, Mechanical, Plumbing, Sign, Soft Water, Mover and Wrecker	100.00	100.00	100.00	
New Contractor Set up fee	100.00	100.00	100.00	
Registration card - Electrical, Mechanical, Plumbing: Master or Journeyman	20.00	20.00	20.00	

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
License: Mechanical, Plumbing, Soft Water - Master	50.00	50.00	50.00	
License: Mechanical, Plumbing, Soft Water - Journeyman	25.00	25.00	25.00	
License: Mechanical, Plumbing, Soft Water - Apprentice	0.00	0.00	0.00	
Board of Appeals application: Building, Electrical, Mechanical, Plumbing	50.00	50.00	50.00	
Board of Appeals - Review of Decision/Test Fees: Building, Electrical, Mechanical, Plumbing	50.00	50.00	50.00	
Investigation Fee	\$50.00 or cost of permit	\$50.00 or cost of permit	50.00 or cost of permit	
Mobile Home Park Registration (annual)				
Park with Facilities for 2 - 3 Mobile Homes	50.00	75.00	75.00	100.00
Park with Facilities for 4 - 15 Mobile Homes	75.00	100.00	100.00	125.00
Park with Facilities for 16 - 25 Mobile Homes	100.00	125.00	125.00	150.00
Park with Facilities for 26 - 50 Mobile Homes	125.00	150.00	150.00	175.00
Park with Facilities for 51 - 100 Mobile Homes	150.00	200.00	200.00	225.00
Park with Facilities for over 100 Mobile Homes	200.00	225.00	225.00	250.00
Mobile Sign Permit Fee for Special Event	100.00	100.00	100.00	N/C
Mobile Sign Permit Fee for 45 days	150.00	150.00	150.00	N/C
Temporary Buildings	100.00	100.00	100.00	N/C
Water Well Registration (Groundwater Control Area Only)	50.00	50.00	50.00	N/C
License Agreement	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC	
Denial of application for license agreement	WORKS	WORKS	WORKS	
EMERGENCY MANAGEMENT				
Alarm Registration Fee (yearly)	102.38	102.38	110.00	
Digital Alarm Monitoring Fee (yearly-registration fee included)	228.90	228.90	250.00	
Supervised Alarm Monitoring Fee (yearly-registration fee included)	393.75	393.75	400.00	
Alarm Central Service Fee (yearly)	156.45	156.45	165.00	
False Alarms (each)	108.15	108.15	115.00	
Audio Tapes (per tape, includes search costs)	27.04	27.04	28.00	
Video Alarm Monitor	1622.25	1622.25	1750.00	
Emergency Medical Dispatch Protocol included in billing	36.06	36.06	36.06	36.00
FINANCE DEPARTMENT FEES				
Returned Check Charge (All City Departments)	30.00	35.00	35.00	
Handicap Parking Permit	0.00	0.00	0.00	
FIRE DEPARTMENT FEES				
Copy of Fire Report	10.00	10.00	10.00	
Open Burning Permits			10.00	
Education Fees				
Fire Extinguisher Class			minimum (up to 5 students) + 10.00 for each additional student	
CPR BLS Health Care Provider New (per 6 people, books not included) Books are 12.00 each			184.00	
CPR Class Recertification (per 6 people, books are not included) Books are 12.00 each			134.00	
HeartSaver AED (per 6 people, books not included) Books are 12.00 each			151.00	
CPR for family/friends: All ages (per 6 people, books not included) Books are 7.50/5 books			84.00	

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
HeartSaver CPR, AED and First Aid (per 6 people, books not included) Books are 13.95 each			284.00	
Temporary Structures				
Tents over 200 sq ft	N/A	50.00	50.00	
Canopies over 400 sq ft	N/A	50.00	50.00	
Child Care Inspection*				
Consultation	15.00	15.00	n/a	
0-12 people	50.00	50.00	50.00	
13 + people	100.00	100.00	100.00	
Fire Department Patch Request Fee			5.00	
Fire Safety Inspection Fees				
Major Event Life Safety Inspection Fee				100.00 per event
State Fair Inspection Fee				1000.00/yr
Hall County Fair Inspection Fee				500.00/yr
Ordinary to Low Hazard Occupancy (up to 30,000 square feet)				DELETE
Less than 2500 square feet			75.00 valid for 3 years	DELETE
2501 - 10,000 square feet			100.00 valid for 3 years	DELETE
10,001 - 30,000 square feet			150.00 valid for 3 years	DELETE
Target Hazard Occupancy (public assembly of 300 or more, manufacturing, hazardous operations, square footage of greater than 30,000)				DELETE
Less than 50,000 square feet			100.00 valid for 1 year	DELETE
50,000 - 99,999 square feet			150.00 valid for 1 year	DELETE
Greater than 100,000 square feet			150.00 + 75.00 for each increment of 100,000 sq ft valid 1 year	DELETE
Square footage is calculated as a sum total for all building on business property				DELETE
Liquor Inspection (each)*				
Consumption	100.00	100.00	100.00	
Non-consumption	50.00	50.00	50.00	
Nursing Home, Health Care (each)*	100.00	100.00	100.00	
Hospital (each inspection)*	150.00	150.00	150.00	
Foster Care Homes*	50.00	50.00	50.00	
Building Department Fee Blue Print Review, Commercial Fire Safety (each review)	25%	25%	25%	
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	20%	
Alarm System Review	75.00	75.00	75.00	
	\$50.00/Riser + \$25.00/design area	\$50.00/Riser + 25.00/design n area	\$50.00/Riser +25.00/design area	
Sprinkler System Review	50.00	50.00	50.00	
Hood System Review	50.00	50.00	50.00	
Suppression System (other)	50.00	50.00	50.00	
Fireworks Permit **used to be under Administration**	400.00	400.00	400.00	550.00

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
*Fees regulated by State of Nebraska				
Standby Fees				
Fire Engine//Rescue Company (3 employees + truck)			165.00 per hour 2 hour minimum	
Fire Safety Standby				75.00/hr
Ambulance (2 employees + ambulance)			110.00 per hour 2 hour minimum	
AMBULANCE DIVISION				
Per call BLS (Basic Life Support) for non-emergency transportation, one way, 14.00 per mile	348.00	348.00	453.00	
Per call for BLS emergency transportation, plus mileage, one way. 14.00 per mile	534.00	534.00	610.00	
Per call for ALS (Advanced Life Support) Level 1 (ALS 1) non-emergency service, plus mileage. One way, 14.00 per mile	623.00	623.00	725.00	
Per call for ALS Level 1 (ALS 1) emergency service, plus mileage, one way. 14.00 per mile	662.00	662.00	756.00	
Per call for ALS Level 2 (ALS 2) Advanced care, emergency service, plus mileage, one way. 14.00 per mile	768.00	768.00	803.00	
Per call for ALS emergency service when patient is not transported but some service is rendered; (plus supplies)	289.00	289.00	365.00	
Additional Attendant	221.00	221.00	221.00	
Specialty Care Transport	692.80	692.80	803.00	
Mileage Fee, per patient mile	14.00	14.00	14.00	
Paramedic Intercept	593.00	593.00	593.00	
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.				
PARAMEDIC SERVICE RATES				
Oxygen	53.00	53.00	53.00	
O.B. Kits	17.00	17.00	17.00	
Splints (air and/or hare traction)	22.00	22.00	22.00	
Spinal Immobilization	86.00	86.00	86.00	
Advanced Airway	131.00	131.00	131.00	
IV1 (if single IV is started)	51.00	51.00	51.00	
IV2 (multiple IV's started)	86.00	86.00	86.00	
Bandages	12.00	12.00	12.00	
Combo Pad	46.00	46.00	46.00	
Resq Pod	100.00	100.00	100.00	
Bone drill	110.00	110.00	110.00	
Suction			12.00	
LIBRARY				
Overdue charge on Library Materials (per item per day)	.10 Juvenile .25 Adult	.10 Juvenile .25 Adult	.15 Juvenile .30 Adult	
Interlibrary loan per item (plus postage)	2.00	2.00	2.00	
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	0.10	
Photocopy/Computer Print (mono, 11"x17")	0.20	0.20	0.25	
Photocopy/Computer Print (color, 8 1/2"x11")	0.70	0.70	0.75	
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00	
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50	
Microform Reader-printer copy	0.40	0.40	0.50	
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card	

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost	
FAX Services				
Outgoing - Staff assisted - U.S. only	1st page 3.00	1st page 3.00	1st page 3.00	
	2-10 page 1.25	2-10 page 1.25	additional pages 1.50	
Incoming - Staff assisted	1st page 2.00	1st page 2.00	1st page 2.00	
	2-10 page 1.00	2-10 page 1.00	additional pages 1.00	
Outgoing - Self service (Credit/Debit) - U.S.			1st page 1.50	
			additional pages 1.00	
Outgoing - Self service (Credit/Debit) - International			1st page 4.95	
			additional pages 3.45	
Non-Resident Annual Card Fee	40.00	40.00	40.00	
Purchase of computer disk	1.00/disk	1.00/disk	1.00/disk	
Purchase of computer thumb drive				10.00
Purchase of computer head phones				1.00
PARKS AND RECREATION DEPARTMENT				
CEMETERY DIVISION				
Open/Close Grave (per burial) **oversize vault - add \$150.00**				
Urn Vault over 18" x 18" - Add \$50.00				
Adult	450.00	500.00	500.00	
Child	125.00	200.00	200.00	
Ashes	100.00	150.00	150.00	
After 4:00 pm Monday - Friday (must leave gravesite by 4:30)				
After 12:00 pm Saturday (must leave gravesite by 12:30)				
Adult	600.00	650.00	750.00	800.00
Child	175.00	200.00	275.00	300.00
Ashes	150.00	175.00	250.00	300.00
Sunday & Holiday Open/Close (per burial)				
Adult	850.00	900.00	1000.00	1200.00
Child	350.00	375.00	450.00	500.00
Ashes	300.00	325.00	400.00	450.00
Disinternment				
Adult	750.00	800.00	800.00	1000.00
Child	250.00	300.00	300.00	400.00
Cremation	250.00	300.00	300.00	400.00
Burial Space				
One	450.00	500.00	500.00	
Two	900.00	1000.00	1000.00	
One-Half Lot (4 or 5 spaces)	1800.00	2000.00	2000.00	
Full Lot (8 or 10 spaces)	3600.00	4000.00	4000.00	
Babyland	100.00	125.00	125.00	
Cremation Space - Section J	200.00	225.00	225.00	
Transfer Deed (each new deed)	25.00	35.00	35.00	
RECREATION DIVISION				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions				
Volleyball Program				
League Play - Per Team***	17.50	200.00 per session	175.00-225.00 per session	
Basketball Program				

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
League Play - Per Team***	34.00	250.00-300.00 per session	250.00-325.00 per session	
Flag Football Program				
League Play - Per Team***	25.00	225.00-300.00 per session	250.00-325.00 per session	
***Volleyball, Basketball and Flag Football program and tournament fees determined by the number of teams signed up to play.				
Playground & miscellaneous Programs & camps		0-100.00	0-100.00	
Kinder camp & Playground Pals		10.00 per participant	10.00 per participant	
Lifeguard Training*	100.00	100.00	150.00	
Lifeguard Instructor Training*	100.00	100.00	150.00	
Water Safety Instructor Training*	100.00	100.00	150.00	
Lifeguard Refresher Course*	25.00	25.00	50.00	
Professional CPR Training*	50.00	50.00	100.00	
Professional CPR Recertification*	25.00	25.00	50.00	
*Plus any additional/increases assessed by the Red Cross				
Stolley Park Picnic Shelter (1/2 day)		25.00	25.00	
Stolley Park Picnic Shelter (all day)		50.00	50.00	
Stolley Park Kitchen (1/2 day)		25.00	25.00	
Stolley Park Kitchen (all day)		50.00	50.00	
Athletic Field Rental (per field)		25.00	50.00	
Athletic Field Preparation (1 time) per field		25.00	50.00	
Athletic Field Preparation Additional services per field		25.00-200.00	25.00-200.00	
Youth - Player participation fee (per child)			10.00	
AQUATICS				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions				
Lincoln Pool				
Daily Fees - ages 4 & under w/paying adult	Free	Free	Free	
Daily Fees - ages 5 to 15	2.25	2.25	2.25	3.00
Daily Fees - ages 16 to 54	3.25	3.25	3.25	4.00
Daily Fees - ages 55 & Over	2.25	2.25	2.25	3.00
Lincoln Swimming Lessons per person/per session	20.00	25.00	25.00	
Season Passes				
Ages 4 and under				free
Youth ages 5-15				40.00
Adult ages 16-54				50.00
Senior age 55+				40.00
Single parent family				90.00
Family				115.00
Private Pool Rental				100.00 per hour

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
WATER PARK				
Locker/Life Jacket Rental	1.00/daily 4.00 deposit or driver's license	1.00/daily 4.00 deposit or driver's license	2.00/daily 4.00 deposit or driver's license	2.00/daily 3.00 deposit or driver's license
Inner Tube Rental - Single	2.00/daily 1.00 deposit	2.00/daily 1.00 deposit	3.00/daily 1.00 deposit	
Inner Tube Rental - Double	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	
Daily Fees				
Children age 4 & under w/paying adult	Free	Free	Free	
Children ages 5 to 15	6.00	6.00	7.00	
Adults ages 16 to 54	7.00	7.00	8.00	
Adults age 55 and over	6.00	6.00	7.00	
Twilight Fee after 7:00 pm	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	
Family One Day Pass (Family includes two adults and up to four children)	22.00	22.00	24.00	
Season Passes				
Children ages 5 to 15	70.00	70.00	75.00	
Adults ages 16 to 54	80.00	80.00	85.00	
Adults age 55 and over	70.00	70.00	75.00	
Husband or Wife and Family	150.00	150.00	160.00	
Family	180.00	180.00	190.00	
Replace Season Pass	5.00	5.00	5.00	
Gold Season Passes				
Children ages 5 - 15		90.00	95.00	
Adults age 16 to 54		100.00	105.00	
Adults age 55 and over		90.00	95.00	
Husband or Wife and Family		190.00	200.00	
Family		225.00	235.00	
Group Fees - Age Group				
10-29 people 5 to 15	5.75	5.75	6.75	
10-29 people 16 to 54	6.75	6.75	7.75	
10-29 people 55 and over	5.75	5.75	6.75	
30-59 people 5 to 15	5.50	5.50	6.50	
30-59 people 16 to 54	6.50	6.50	7.50	
30-59 people 55 and over	5.50	5.50	6.50	
60+ people 5 to 15	5.25	5.25	6.25	
60+ people 16 to 54	6.25	6.25	7.25	
60+ people 55 and over	5.25	5.25	6.25	
Consignment Program - Island Oasis				
Age 5-15	4.50	4.50	5.50	
Age 16-55	5.50	5.50	6.50	
55 - Over	4.50	4.50	5.50	
Family	20.00	20.00	22.00	
Pool Rental	400.00/1 hr, includes the use of inner tubes	400.00/1 hr, includes the use of inner tubes	425.00/1 hr includes use of inner tubes	

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
All day facility rental 12:00 - 9:00 pm				15000.00
Swimming Lessons	20.00 per session	25.00 per session	25.00 per session	
Souvenir Stand items		1.00-20.00	1.00-20.00	
Concession Stand Items		.50-15.00	.50-15.00	
GOLF COURSE				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.				
Weekday Golfing				
Seniors 55 and older (weekdays & after 1:00 on weekends)				
9 holes	10.00	11.00	12.00	
18 holes	14.00	16.00	17.00	
9 holes	12.00	13.00	14.00	
Additional 9 holes weekdays	4.00	5.00	5.00	
Additional 9 holes weekends	4.00	5.00	5.00	
18 holes	16.00	18.00	19.00	
Junior Golf-9 holes (weekdays & after 1:00 on weekends)	7.00	8.00	9.00	
Junior Golf-18 holes (weekdays & after 1:00 on weekends)	11.00	13.00	14.00	
Weekend/Holiday Golfing				
9 holes	14.00	15.00	16.00	
18 holes	18.00	20.00	21.00	
Passes (annual) Purchased from December 1 through January 31				
Adult Seven Day			470.00	
Additional Family Member			210.00	
Family Pass			675.00	
Adult Five Day Pass (Mon-Fri only)			355.00	
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)			145.00	
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)			270.00	
Passes (annual) Purchased from February 1 through June 30				
Adult Seven Day	495.00	520.00	520.00	
Additional Family Member	220.00	230.00	230.00	
Family Pass	715.00	750.00	750.00	
Adult Five Day Pass (Mon-Fri only)	368.00	390.00	390.00	
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)	150.00	160.00	160.00	
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)	285.00	299.00	299.00	
Passes (annual) Purchased from July 1 through November 30				
Adult Seven Day			260.00	
Additional Family Member			115.00	
Family Pass			375.00	
Adult Five Day Pass (Mon-Fri only)			195.00	
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)			80.00	
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)			149.50	
Capital Maintenance Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)	1.87	1.87	2.34	

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
Cart Rental				
9 holes, per rider	8.00	8.00	9.00	
18 holes, per rider	12.00	12.00	13.00	
Golf Cart Punch Cards - 9 holes	99.00	99.00	115.00	
Golf Cart Punch Cards - 18 holes	155.00	155.00	169.00	
Group Fees/Discount Booklets				
25 - Rounds	350.00	375.00	375.00	
50 - Rounds	690.00	740.00	740.00	
100 - Rounds	1350.00	1450.00	1450.00	
Green Fee Discounts for large groups				
25-49 people	5%	5%	5%	
50-100 people	10%	10%	10%	
Over 100 people	15%	15%	15%	
HEARTLAND PUBLIC SHOOTING PARK				
The Parks & Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.				
Archery (Adult) Practice range	5.00	5.00	5.00	
Archery (Adult) 3D			15.00	
Archery (Youth) Practice range	2.50	2.50	2.50	
Archery (Youth) 3D			8.00	
Adult Skeet/trap per round (25 targets/round)	5.25	5.50	6.00	6.25
Skeet/Trap - Youth Rate (age 18 & under)	3.75	4.00	4.50	4.75
Skeet/Trap Punch Card rate - 12 rounds @ 5.81/round	57.50	57.50	66.75	69.75
Adult Sporting Clays per round (50 targets/round)	16.00	16.00	17.50	18.00
Adult Sporting Clays per round (100 targets/round)	28.50	28.50	31.50	32.50
Sporting Clays - Punch Card rate - 6 rounds @ 15.33/round	85.00	85.00	94.00	97.00
Youth Sporting Clays per round (50 target/round)	11.00	11.00	12.50	13.00
Youth Sporting Clays per round (100 target/round)	22.00	22.00	25.00	26.00
Counters - Trap/Skeet (per target)	0.13	0.13	0.17	0.19
Counters - Sporting clays (per target)	0.22	0.22	0.27	0.29
Adults 5 Stand per round (25 targets/round)	6.00	6.00	6.75	7.00
Youth 5 Stand per round (25 targets/round)	4.00	4.00	4.75	5.00
Daily fee Rifle/Handgun Adult	10.00	10.00	10.00	11.00
Daily fee Rifle/Handgun Youth	5.00	5.00	5.00	6.00
Punch Cards (6 days at \$8.50)	45.00	45.00	45.00	51.00
Family Pass Rifle/Handgun (12 months)	150.00	150.00	175.00	
.22 Rimfire Range Adult	10.00	10.00	10.00	11.00
.22 Rimfire Range Youth	5.00	5.00	5.00	6.00
Rifle Range Rental w/o RSO (Law Enforcement per day)	100.00	100.00	100.00	
Rifle Range Rental with RSO (Law Enforcement per day)	200.00	200.00	200.00	
Rifle Range Rental w/o RSO (Business Rate per day)	150.00	150.00	150.00	500.00
Rifle Range Rental with RSO (Business Rate per day)	250.00	250.00	250.00	600.00
Golf Cart Rental per round (per rider)	4.00	4.00	4.00	5.00
Golf Cart Rental per half day	25.00	25.00	25.00	
Golf Cart Rental per day (4 rider limit)	50.00	50.00	50.00	
Range time for Instructors with staff 5 per student minimum charge	20.00	20.00	20.00	
Range time for Instructors without staff per student with no minimum	15.00	15.00	15.00	
Classroom Rental (Shooting Sports Educational per day)	100.00	100.00	100.00	
Classroom Rental (Business Rate per day)	200.00	200.00	200.00	
Classroom Rental with associated shooting event	N/C	N/C	N/C	
Camping with electricity/water (per night)	20.00	20.00	25.00	25.00
Camping no water/electricity (per night)	5.00	5.00	5.00	

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
Stolley Park Train				
Individual Rates				
Ages 1 and under w/paying adult	Free	Free	Free	
Ages 2 & 3 w/paying adult		1.00	1.00	
Single rider (4 and over)	2.00	2.00	2.00	
10 Ride Punch Card (savings of 2.50)	17.50	17.50	17.50	
25 Ride Punch Card (savings of 12.50)	37.50	37.50	37.50	
50 Ride Punch Card (savings of 37.50)	62.50	62.50	62.50	
Unlimited rides	100.00/hour	100.00/hour	100.00/hour	
Group Rates				
10 to 24 Riders	1.75 each	1.75 each	1.75 each	
25 - 49 Riders	1.50 each	1.50 each	1.50 each	
50 + Riders	1.25 each	1.25 each	1.25 each	
Community Fieldhouse				
Admission & Rental Prices				
Drop In:				
Children under 2		Free	Free	
Children (2-4)		2.00	2.00	
Youth (5-15) & Seniors (55 & older)		3.00	3.00	
Adults (16-54)		5.00	5.00	
Student Pass Discount				-1.00
City League Families "Game Night" Discount				
Children under 2		Free	Free	
Children (2-4)		1.00	1.00	
Youth (5-18) & Seniors (55 & older)		2.00	2.00	
Adults		4.00	4.00	
(use of entire facility as long as area not previously reserved)				
Rental (Hourly)				
Full Turf Field (Primary hours)		110.00	110.00	
Full Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00 - 12:00			80.00	
Full Turf Field Tournament (6 hour minimum)				70.00/hr
Half Turf Field (Primary hours)		60.00	60.00	
Half Turf Field Tournament (6 hour minimum)				35.00/hr
Half Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00			40.00	
Basketball Court (Primary hours)		30.00	30.00	
Basketball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00			20.00	
Basketball Court Tournament (6 hour minimum)				15.00/hr
Volleyball Court (Primary hours)		20.00	20.00	
Volleyball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00			15.00	
Volleyball Court Tournament (6 hour minimum)				10.00/hr
Batting Cage Rental				
15 Minutes		10.00	10.00	
Hour		35.00	25.00	
League Fees:				
Per Individual Leagues		50.00 per person	60.00 per person	15.00-120.00
Per Team Leagues		190.00 - 600.00	190.00-600.00	
Small meeting room		15.00/hr	15.00/hr	
Kitchen/large room			30.00/hour	
Birthday Party pkg #1: Half field rental/room rental, up to 20 children (\$3.00 per additional child)			80.00/hour	
Birthday Party pkg #2: Whole field rental/room rental, up to 30 children (\$3.00 per additional child)			150.00/hour	

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
Bouncer rental			20.00/hour	
Facility rental (before or after hours)			200.00/hour	150.00/hour
Overnight Lock in Package			900.00	600.00
Clinics/camps/tournaments			10.00 - 500.00	
Season Passes for Fieldhouse (October thru April)				
Toddler Pass (ages 2-4)			40.00	
Youth Pass (5-15)			60.00	
Student Pass (Ages 16 and over w/student ID)				80.00
Adult Pass (16-54)			100.00	
Senior (55+)			60.00	
Season Passes for Fieldhouse (January thru April)				
Toddler Pass (ages 2-4)				25.00
Youth Pass (ages 5-15)				35.00
Student Pass (ages 16 and over w/student ID)				45.00
Adult Pass (ages 16-54)				55.00
Senior (55+)				35.00
Planning				
Zoning				
Zoning Map Amendment: Grand Island	400.00	750.00	750.00	
Ordinance Amendment	500.00	750.00	750.00	
CD, RD, TD Rezoning, Grand Island	500.00	750.00	750.00	
Subdivisions				
Preliminary Plat	350.00 plus 10.00/lot	400.00 plus 10.00/lot	400.00 plus 10.00/lot	400.00 plus 15.00/lot
Final Plat - Administrative Approval				
Grand Island	25.00	50.00	50.00	
Final Plat				
Grand Island Jurisdiction	325.00	400.00 plus 10.00/lot	420.00 plus 10.00/lot	
Vacation of Plat	200.00	200.00	250.00	
Lots more than 10 acres				
Comprehensive Plan				
Map Amendment	400.00	750.00	750.00	
Text Amendment	400.00	750.00	750.00	
Publications				
Grand Island Street Directory	10.00	10.00	15.00	
Comprehensive Plan				
Grand Island	75.00	75.00	75.00	85.00
Other Municipalities	50.00	50.00	50.00	60.00
Zoning Ordinances				
Grand Island	15.00	25.00	25.00	30.00
Other Municipalities	10.00	25.00	25.00	30.00
Subdivision regulations				
Grand Island	15.00	15.00	15.00	20.00
Other Municipalities	10.00	15.00	15.00	20.00
Grand Island				
800 Scale Zoning Map Unassembled	100.00	100.00	100.00	125.00
Generalized Zoning Map	40.00	50.00	50.00	60.00
Future Land Use Map	40.00	50.00	50.00	60.00
Grand Island Street Map	10.00	10.00	15.00	
Hall County				
Zoning Map Generalized	25.00	50.00	50.00	60.00
Zoning Map 2" = 1 mile	45.00	75.00	75.00	90.00
Road Map	10.00	10.00	15.00	
Wood River, Cairo, Doniphan, Alda				
Basemap	5.00	5.00	5.00	10.00
Zoning Map	30.00	50.00	50.00	60.00

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
Other Maps				
School District Maps	30.00	50.00	50.00	60.00
Election District Maps	30.00	50.00	50.00	60.00
Fire District Maps	30.00	50.00	50.00	60.00
Custom Printed Maps	10.00/sq foot in	15.00/sq ft in	15.00/sq ft in	
Electronic Publications				
GIS Data CD	50.00	100.00	100.00	
Aerial Photograph CD (MrSID Format)	50.00	100.00	100.00	
Comprehensive Plans All Jurisdictions	50.00	100.00	100.00	
Zoning and Subdivision Regulations All Jurisdictions	20.00	50.00	50.00	
Custom PDF Map		25.00/ 1/2 hr	25.00/ 1/2 hr	
Research & Documentation Fee	95.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	
Flood Plain				
Letter of Map Interpretation		10.00	20.00	
Review and Submission of LOMR		50.00	50.00	
POLICE DEPARTMENT				
Copy of Reports/Walk in			2.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments	
Copy of Reports/Mail or fax			4.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	
Firearms Permit	5.00	5.00	5.00	
Towing Fee - Day	Actual Cost	Actual Cost	Actual Cost	
Towing Fee - Night	Actual Cost	Actual Cost	Actual Cost	
Impoundment Fee for TOWED Vehicle	30.00	30.00	30.00	
Storage Fee for Impounded Vehicle (per day)	10.00	10.00	10.00	
Alcohol Test for DUI (each time)	149.15	149.15	149.15	
Solicitor's Permit (30 day permit)	25.00	25.00	25.00	
Solicitor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	
Street Vendor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	
Street Vendor's Permit - 30 days	25.00	25.00	25.00	
Street Vendor's Permit - 90 days	60.00	60.00	60.00	
Street Vendor's Permit - 365 days	200.00	200.00	200.00	
Parking Ramp Permit Fees:				
Lower Level:"Reserved Monthly"	25.00/month	25.00/month	25.00/month	
Middle & Upper levels: "Reserved Monthly"	15.00/month	15.00/month	15.00/month	
Downtown Metered Parking	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	
Additional 60 minutes or fraction thereof	20.00	20.00	20.00	
Downtown Express Zone Parking	25.00 per 21 to 40 minues	25.00 per 21 to 40 minues	25.00 per 21 to 40 minues	
Additional 20 minutes or fraction thereof	25.00	25.00	25.00	
Police Issued Parking Tickets (tickets issued away from downtown)	10.00	10.00	20.00	
Chamber Lot Parking Fee	10.00/year	50.00/year	50.00/year	
Vehicle Auction Bid Fee (per event)		10.00	10.00	
Photographs/E-mail			10.00	
Photographs/CD			15.00	

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
PUBLIC INFORMATION				
GITV DVD (per segment)	20.00	20.00	25.00	
PUBLIC WORKS DEPARTMENT				
ENGINEERING				
Cut and/or Opening Permit	15.00	15.00	15.00	
Sidewalk and/or Driveway permit	15.00	15.00	15.00	
Sewer Tap Permit (Breakdown: PW 23.80, Building 46.20)	35.00	35.00	70.00	
GIS CD Aerial photos on CD or DVD	50.00	50.00	50.00	
s.f. Paper Prints				
s.f. Mylar Sepia	2.25	2.25	2.25	
Traffic Count Map	10.00	10.00	10.00	
Aerial Photos - Individuals, businesses and consultants working for	3.50/sq. ft.	3.50/sq. ft.	3.50/sq. ft.	
Aerial Photos - City Depts, Hall County Depts, other non-profit organizations	.50/sf	.50/sf	.50/sf	
Directory Map	Planning sells	Planning sells	Planning sells	
Computer setup	15.00	15.00	15.00	
Quarter Section or any part thereof	5.00	5.00	5.00	
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	15.00	15.00	15.00	
License Agreement Application (Non-refundable)	100.00	100.00	100.00	
License Agreement Appeal	50.00	50.00	50.00	
Permit and Plan Review Fee	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	
Large copy prints (minimum \$3.00 charge)	.50/sf	.50/sf	.50/sf	
Application for vacation of Right-of-Way or Easement (Non-refundable)	100.00	100.00	100.00	
Investigation Fee (per Section 30-28 of City Code)	35.00	35.00	35.00	70.00
STREETS DIVISION				
Pavement cut (sawed), whether bituminous or concrete	4.50/lf + 30.00 callout	4.50/lf + 30.00 callout	4.50/lf + 30.00 callout	
Curb section milling for driveways	8.50/lf + 30.00 callout and permits	8.50/lf + 30.00 callout and permits	8.50/lf + 30.00 callout and permits	
Remove & replace 4" Concrete Sidewalk	5.75/sf	5.75/sf	5.75/sf	
Remove & replace 5" Concrete Sidewalk or Drive	6.50/sf	6.50/sf	6.50/sf	
Replace 6" Concrete Paving with 7" Concrete Paving	43.50/sf	43.50/sf	43.50/sf	
Add 1 inch additional thickness over 6" concrete pavement	3.75/sy	3.75/sy	3.75/sy	
Replacement of bituminous surfaced pavement 2" thick with 6" concrete base	55.00/sy	55.00/sy	55.00/sy	
Replacement of 6" bituminous surfaced pavement without a concrete base	46.00/sy	46.00/sy	46.00/sy	
Replacement of 2" asphalt surfaced pavement over existing concrete paving	40.00/sy	40.00/sy	40.00/sy	
Replacement of 2" asphalt surfaced pavement over existing concrete paving (off season)	52.00/sy	52.00/sy	52.00/sy	
Block party closure (waived for "National Night Out")			50.00	
WASTEWATER TREATMENT (as Approved by Ordinance)				
Sewer Tap Permit (See engineering fees)				
Sewer Service Charge per month	8.24	8.24	8.24	
Monthly sewer bill for customers not hooked to City water	19.24	19.84	19.84	
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	0.61	0.63	0.68	
SEPTIC TANK CHARGES				
Charges for Septic Tank Sludge minimum fee	7.64	8.00	8.40	
Charges for Septic Tank Sludge per 100 gallons	6.96	7.20	7.40	
Charges for High Strength Septic Sludge per 1,000 gallons	400.00	410.00	420.00	

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
FLOW CHARGES (Changes effective 1-1-2012)				
Cost per 100 Cubic feet of Flow (customers discharging directly into City's Treatment Plant)	1.29	1.20	1.18	1.0200
Cost per 100 Cubic feet of Flow (customers using City's collection system)	1.45	1.68 *	1.78	2.1300
Cost per 100 Cubic feet of Flow (low strength customers using City's collection system)	0.5800	0.777 *	°	1.1300
INDUSTRIAL WASTE SURCHARGES (Changes effective 1-1-2012)				
BOD Charge \$/lb over 250 mg/l	0.2806	0.3042 *	0.3633	0.3385
SS Charge \$/lb over 250 mg/l	0.2180	0.2180 *	0.2450	0.2180
Oil & Grease \$/lb over 100 mg/l	0.1465	0.1465 *	0.077	0.2050
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.5539	0.5701 *	0.5701	
Ammonia (over 30 mg/l)		*	0.5701	0.7256
LOW STRENGTH INDUSTRIAL SERVICE FOUR-PART CHARGES (Changes effective 1-1-2012)				
BOD Charge (\$/lb over 0 mg/l)	0.2806	0.3042 *	0.3633	0.3385
SS Charge (\$/lb over 0 mg/l)	0.2180	0.2180 *	0.2450	0.2180
Oil & Grease (\$/lb over 0 mg/l)	0.1465	0.1465 *	0.077	0.2050
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.5539	0.5701 *	0.5701 *	
Nitrates (over 25 mg/l)		1.8372 *	1.8739	
HYDROGEN SULFIDE CHARGES				
Total Sulfide charges for industrial discharging directly into City's Treatment Plant + \$9160.00 per month, plus total sulfide \$/lb over 0 mg/l	0.3569	0.3899	0.3899	0.4868
Total Sulfide \$/lb over 0 mg/l (for customer's using City's collection system)	0.3569	0.3899	0.3899	
SOLID WASTE				
Minimum Charge (Landfill)	1 ton	1 ton	1 ton	
Minimum Charge (Transfer Station) (up to 260 pounds)	12.00	12.00	5.00	
A penalty will be applied at both locations (Transfer Station and Landfill) when the delivering vehicle is not properly equipped or the load is not completely covered.				
Passenger tire	3.25/tire	3.25/tire	3.25/tire	
Passenger tire on rim	13.25/tire	13.25/tire	13.25/tire	
Truck tire	10.00/tire	10.00/tire	10.00/tire	
Truck tire on rim	25.00/tire	25.00/tire	25.00/tire	
Implement tire	25.00/tire	25.00/tire	25.00/tire	
Implement tire on rim	50.00/tire	50.00/tire	50.00/tire	
Special Waste (as designated by Superintendent)* Fee set by Superintendent based on product received	Double the applicable rate	Double the applicable rate	Double the applicable rate	
Drive Off Fees	25.00	25.00	25.00	
Appliances	10.00	10.00	10.00	
LANDFILL SITE				
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.				
General Refuse, solid waste (Residential Packer Truck)	27.50/ton	27.50/ton	27.50/ton	
General Refuse, solid waste-- and demolition material (Commercial/Rolloffs)	31.20/ton	31.20/ton	31.20/ton	
Contaminated Soil	15.00/ton	15.00/ton	15.00/ton	
Street Sweepings	4.00/ton	4.00/ton	4.00/ton	
Liquid waste - sludge	not accepted	not accepted	not accepted	

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
Asbestos	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	85.00/ton 1 ton minimum	
Tails & by-products	34.40/ton	34.40/ton	34.40/ton	
Automotive Fluff			20.00/ton	
Late load fee			25.00/load	
Set pricing for special projects with the approval of the Public Works Director and City Administrator				
TRANSFER STATION				
General Refuse, solid waste (Residential Packer Truck)	29.85/ton	29.85/ton	29.85/ton	
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles)	37.10/ton	37.10/ton	37.10/ton	
COMPOST SITE				
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler				
Private Vehicles Yard Waste - clean grass, leaves or other compostable yard and garden waste, tree limbs/branches	No Charge	No Charge	No Charge	
Commercial Hauler Yard Waste - clean grass, leaves or other compostable yard and garden waste	37.10/ton	37.10/ton	37.10/ton	
Commercial Hauler - tree limbs/branches	37.10/ton	37.10/ton	37.10/ton	
UTILITY SERVICE FEES				
Late Charge (payment not received prior to next billing)	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	
Return Check Charge	30.00	35.00	35.00	
Turn on Charge (non payment)	35.00	40.00	40.00	
After 4:30 pm on a business day Turn on Charge (non payment)	200.00	275.00	375.00	
Trip Fee - Disconnect personnel (Applicable when payment is made to stop disconnection when disconnect personnel are on site)		35.00	35.00	
Final notice fee - applicable when a trip is required to notify of a pending utility shut off			30.00	
Backflow Processing Fee	2.00/month	2.00/month	2.00/month	
Temporary Commercial Electric Service	130.00	130.00	130.00	
Service Charge (new connections, transfer service)	18.00	19.00	20.00	
Fire Sprinkler System Connection Fee	93.93/yr	93.96/yr	93.96/yr	
Temporary Water Meter on Fire Hydrant	90.00	95.00	95.00	
Locate Stop Box	35.00	40.00	40.00	
Pole Attachment Fee	4.00/yr	4.00/yr	4.00/yr	
Water Service				
3/4"	1200.00	1300.00	1300.00	DELETE
1"	1300.00	1400.00	1400.00	DELETE
Excavation Credit	165.00	225.00	225.00	DELETE
Bill and collect Sewer (monthly charge)	10125.00	10450.00	10450.00	
Unauthorized connections/re-connections, meter tampering	200.00	275.00	375.00	
Water Main Taps - 2" or less	100.00	110.00	110.00	

RESOLUTION 2012-256

WHEREAS, the 2012/2013 budget process requires an update of the Fee Schedule for numerous services that the City provides; and

WHEREAS, the City Council will adopt the 2012/2013 Budget at the September 11, 2012 meeting; and

WHEREAS, the Fee Schedule rates are incorporated into the Fiscal Year 2012/2013 Budget revenue numbers; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2012/2013 proposed Fee Schedule be accepted and incorporated into that year's budget.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
September 7, 2012	▣ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item I4

#2012-257 - Consideration of Approving 1% Increase to the Lid Limit

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 11, 2012

Subject: Consideration of Approving 1% Increase to the Lid Limit

Item #'s: I-4

Presenter(s): Jaye Monter, Finance Director

Background

In 1998, the Nebraska State Legislature passed LB989, which put a lid on the amount of restricted revenues a political subdivision can budget. The restricted revenues for the City of Grand Island included in the budget are Property Taxes, Local Option Sales Tax, Motor Vehicle Tax, Highway Allocation and Municipal Equalization Funds.

Discussion

Each year in the budget document sent to the State of Nebraska on or before September 20, political subdivisions are allowed by State Statute to raise the total restricted revenue funds authority amount from the prior year by 2.5%. This total may also be increased by an additional 1% with a 75% vote of the Political Subdivision governing board (City Council) approval.

The restricted revenue authority base amount of the prior year has a direct tie to the maximum amount of restricted revenues the City can budget to receive in each proposed budget year. The restricted revenues in the proposed budget year less allowable exceptions cannot be higher than the prior year's restricted revenue base. Therefore in each new budget year, we want to increase the prior year's restricted revenue base with the additional 1% allowance in order to budget the maximum restricted revenues available for the proposed budget year.

One way to think about this is, if local option sales taxes, motor vehicle taxes, highway allocation state gasoline taxes, municipal equalization funds, and property tax valuations continue to increase at a rate greater than 2.5%, the City may be in a position of not being able to accept/budget all of the property tax revenues for the new budget year. Since Council has no control over any of the restricted revenues other than property taxes; property taxes would be the only restricted revenue affected by this calculation.

With limited funding sources for the general fund, and the increasing needs of our growing community, the city should position itself to budget the full allocation of property taxes available.

Another scenario might occur if the City were in need for new services for citizens and the only funding solution was to increase property taxes. If the needed increase in property tax revenue caused the budgeted restricted revenues to exceed the prior year base amount, the City would not be able to increase property taxes for the required expansion of citizen services.

The additional 1% increase in the FY2012-2013 State of Nebraska budget report will increase the prior year restricted revenues base by \$254,944. This increase in restricted funds authority is not an increase in budgeted revenues or authorized expenditures. Approving the additional 1% each year only provides the ability to increase the prior year's restricted revenues total in order to provide maximum funding sources for future budget years.

Alternatives

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

1. Approve the additional 1% increase to the Lid Limit.
2. Disapprove or deny the additional 1% increase.

Recommendation

City Administration recommends that the Council approve the additional 1% increase to the Lid Limit.

Sample Motion

Move to approve the additional 1% increase to the Lid Limit for the 2012-2013 Budget.

RESOLUTION 2012-257

WHEREAS, pursuant to Neb. Rev. Stat. §13-519, the City of Grand Island is limited to increasing its total of budgeted restricted revenues to no more than the prior year's total of budgeted restricted funds plus two and one-half percent (2 1/2%) expressed in dollars; and

WHEREAS, §13-519 authorizes the City of Grand Island to exceed the foregoing budget limit by an additional one percent (1%) increase in budgeted restricted revenues upon the affirmative vote of at least 75% of the governing body; and

WHEREAS, the Annual Budget document for Fiscal Year 2012-2013 and Program for Municipal Services in the Lid Computation for FY2012-2013 supported by the detail relating to restricted revenue accounts, proposes an additional increase in the prior year's budgeted restricted funds of an additional one percent (1%) as provided by the statute; and

WHEREAS, approval of the additional one percent (1%) increase in budgeted restricted revenues provides maximum funding sources, does not increase authorized expenditures and is in the best interests of the City of Grand Island and its citizens; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that by affirmative vote by more than 75% of the City Council, budgeted restricted revenue funds for Fiscal Year 2012-2013 shall be increased by an additional one percent (1%) as provided by Neb. Rev. Stat. §13-519.

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Adopted by the City Council of the City of Grand Island, Nebraska on September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 7, 2012	☐ City Attorney



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item I5

#2012-258 - Consideration of Approving General Property, Parking District #2 (Ramp), and Community Redevelopment Authority (CRA) Tax Request

This item relates to the aforementioned Public Hearing item E-10.

Staff Contact: Jaye Monter

RESOLUTION 2012-258

WHEREAS, Nebraska Revised Statute Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City that the property tax request for the current year be a different amount than the property tax request for the prior year; and

WHEREAS, the final levy of the Municipality for the fiscal year 2012-2013 for all general municipal purposes is set at .3241 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2012-2013 for Parking District No. 2 is set at .019254 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2012-2013 for the Community Redevelopment Authority is set at .026 per one hundred dollars of actual valuation.

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

1. The amount to be raised by taxation for all general municipal purposes for the fiscal year commencing on October 1, 2012 in the amount of \$8,157,816 shall be levied upon all the taxable property in the City of Grand Island and based on a current assessed valuation of \$2,517,067,460; and
2. The amount to be raised by taxation for Parking District No. 2 for the fiscal year commencing October 1, 2012 in the amount of \$8,000 shall be levied upon all the taxable property within Parking District No. 2 and based on a current assessed valuation of \$41,550,643; and
3. The amount to be raised by taxation for the Community Redevelopment Authority for the fiscal year commencing October 1, 2012 in the amount of \$654,437 shall be levied upon the taxable property in the City of Grand Island and based on a current assessed valuation of \$2,517,067,460.

- - -

Approved as to Form	<input type="checkbox"/>	_____
September 7, 2012	<input type="checkbox"/>	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska on September 11, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 11, 2012

Council Session

Item J1

Approving Payment of Claims for the Period of August 29, 2012 through September 11, 2012

The Claims for the period of August 29, 2012 through September 11, 2012 for a total amount of \$3,660,655.45. A MOTION is in order.

Staff Contact: Jaye Monter