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# City of Grand Island



**Tuesday, March 08, 2005**

## **Council Session Packet**

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### **City Council:**

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

### **Mayor:**

**Jay Vavricek**

### **City Administrator:**

**Gary Greer**

### **City Clerk:**

**RaNae Edwards**

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

## **Call to Order**

**Pledge of Allegiance /Invocation - Pastor William Voelker, Peace Lutheran Church,  
4018 Zola Lane**

## **Roll Call**

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### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

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

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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

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### **MAYOR COMMUNICATION**

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



# City of Grand Island

Tuesday, March 08, 2005

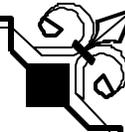
Council Session

## Item C1

### Proclamation "Abbott Sisters Day" March 20, 2005

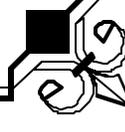
*Abbott Sisters Day has been celebrated on March 20th throughout this city and the state since 2002. This day raises public awareness of the lives and achievements of Grand Island natives Edith and Grace Abbott, so that these important women may continue to influence policy on children's and immigrants' issues and so that their story may serve as an inspiration to future generations. This day of celebration is part of the Abbott Sisters Project, under the founding and ongoing sponsorship of the Grand Island Public Library Foundation. This year, an educational program and open house will be held at the Edith Abbott Memorial Library on Sunday, March 20th.*

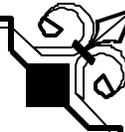
Staff Contact: Steve Fosselman



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

PROCLAMATION

- WHEREAS, Edith Abbott was the first female dean of a major American university graduate school, at the University of Chicago's School of Social Service Administration; and
- WHEREAS, Grace Abbott was, as Chief of the United States Children's Bureau, the most powerful woman in the federal government at the time when the Great Depression hit, and her work provided the first major effort to combat the economic crisis; and
- WHEREAS, Edith Abbott helped to establish the first graduate program of social work in a major university, and has been recognized as "the chief architect of America's social work educational system"; and
- WHEREAS, Grace Abbott is known as "the great American champion of children's rights" and is recognized as having led the early twentieth century fights to end child labor and to establish child health care; and
- WHEREAS, Grace and Edith Abbott were born and bred in the city of Grand Island in the state of Nebraska and were the children of O.A. Abbott, who was the state of Nebraska's first Lt. Governor, and of Elizabeth Abbott, who was a leader in the early days of the women's suffrage movement in Nebraska; and
- WHEREAS, Grace and Edith Abbott, to the ends of their lives, wished to be known as "the Abbott Sisters of Nebraska"; and
- WHEREAS, "The Abbott Sisters of Nebraska" are great American women who – despite their important achievements for the rights of children, immigrants, and women – remain virtually unknown to many Nebraskans; and
- WHEREAS, The goal of the Abbott Sister Project is to raise public awareness of the lives and achievements of Edith and Grace Abbott, so that these important women may continue to influence policy on children's and immigrants' issues and so that their story may serve as an inspiration to future generations.
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NOW, THEREFORE, I, Jay Vavricek, Mayor of Grand Island, Nebraska, do hereby  
proclaim the 20<sup>th</sup> day of March, 2005 as

***ABBOTT SISTERS' DAY***

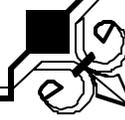
in the City of Grand Island, and I do hereby urge all citizens to  
recognize the remarkable contributions and selfless dedication  
of Edith and Grace Abbott to the citizens of Nebraska and the  
nation.

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

\_\_\_\_\_  
Mayor of Grand Island, Nebraska

Attest:

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





# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item E1

**Public Hearing on Acquisition of Property Located at 1204 West  
2nd Street (James and Barbara Wiltgen)**

Staff Contact: Doug Walker

# **Council Agenda Memo**

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

**Meeting:** March 8, 2005

**Subject:** Public Hearing Regarding the Purchase of the Property Located at 1204 West Second Street and Resolution Authorizing the Purchase of the Property at 1204 West Second Street, Grand Island, Nebraska

**Item #'s:** E-1 & G-12

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

## **Background**

The Grand Island Library Foundation has been acquiring property in the block west of the Edith Abbott Memorial Library to donate to the City of Grand Island. The Library Foundation did not have sufficient funds to purchase the property at 1204 West Second Street, which is currently occupied by a Taco John's restaurant. The City has entered into negotiations with the owners of this property, who are James J. Wiltgen and Barbara A. Wiltgen, and has concluded an Agreement for Warranty Deed for this property. The acquisition of this property and the Agreement for Warranty Deed are the subject of the public hearing and the subsequent resolution for the Council's consideration at this meeting.

## **Discussion**

In order to complete the purchase of all of the properties on the block west of the Edith Abbott Memorial Library, it was necessary for the City of Grand Island to purchase the property at 1204 West Second Street, on which a Taco John's restaurant is located. The agreement that has been reached with the current owners of the property, James J. Wiltgen and Barbara A. Wiltgen, takes into account the purchase of the property as well as several items of personal property in the restaurant business and relocation expenses. It is the opinion of city staff that the agreement that has been reached with the Wiltgens for the purchase of this property is an equitable agreement and will enable the city to complete the acquisition of property in the block west of the Edith Abbott Library to enable the planned library expansion.

## **Alternatives**

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

1. Move to approve the purchase of the property.
2. Do not pass the resolution authorizing the purchase of this property which would not enable the city to proceed with the purchase.
3. Postpone the issue to future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve the purchase of the property at 1204 West Second Street for \$400,000 and pass a resolution authorizing the Mayor to sign the Agreement for Warranty Deed to complete the purchase.

## **Sample Motion**

Motion to approve the resolution authorizing the acquisition of the property at 1204 West Second Street, described as Fractional Lot 8 in Fractional Block 2, Spaulding and Gregg's Addition and its Complements, to-wit: Fractional Lot 8 in Fractional Block 16, Arnold and Abbott's Addition and Fractional Lot 8 in Fractional Block 2 in Arnold Place, all being additions to the City of Grand Island, Hall County, Nebraska.

## AGREEMENT FOR WARRANT DEED

THIS AGREEMENT made and entered into this 25<sup>th</sup> day of February, 2005, by and between the CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation, hereinafter referred to as "City" and JAMES J. WILTGEN and BARBARA A. WILTGEN, Husband and Wife, hereinafter referred to as "Sellers".

1. STATEMENT OF PURPOSE. This Agreement for Warranty Deed (Agreement) is made for the purpose of setting forth the terms and conditions under which the City will buy and the Seller will sell the real estate described below in accordance with the parties' respective terms and conditions set herein.

2. REAL ESTATE TO BE CONVEYED. The tract of real estate to be conveyed by the Sellers to the City pursuant to this Agreement is described as follows:

Fractional Lot Eight (8) in Fractional Lot Block (2), Spaulding and Gregg's Addition and its complements, to-wit:

Fractional Lot Eight (8) in Fractional Block 16 in Arnold and Abbott's Addition, and Fractional Lot 8, in Fractional Block 2 in Arnold Place, all being additions to the City of Grand Island, Hall County, Nebraska.

In consideration of the following payments by the City to the Seller, the Seller agrees to sell and convey to the City by warranty deed, free and clear of all liens and encumbrances except covenants, easements and restrictions of record, the above described tracts. Closing shall occur at the earliest convenience of the parties following compliance with the conditions precedent set forth in this Agreement.

3. CONSIDERATION TO BE PAID. The consideration for the real estate described above to be paid by the City to the Seller will be in the total amount of Four Hundred Thousand Dollars (\$400,000.00). Of this amount, the City will pay Five Thousand Dollars (\$5,000.00) as a down payment, which will be due upon approval and execution of this Agreement by all parties hereto. The balance of Three Hundred Ninety Five Thousand Dollars (\$395,000.00) shall be payable upon closing.

4. TITLE INSURANCE. As soon as practical after execution of this Agreement by all parties, but prior to closing, the City may at its own cost obtain a current commitment for an owner's policy of title insurance for the above described tracts, in favor of the City. After receipt

of the commitment, the City shall have a period of thirty (30) days thereafter to examine the commitment to ascertain whether or not there is any defect or condition which renders any of the conditions precedent in this Agreement unsatisfied. In such event, the City shall during the examination period, provide written notice to the Seller specifying the relevant defect or condition (defect notice) and thereafter the Seller shall have a reasonable period of time, not to exceed ninety (90) days within which to cure such defect or condition and provide written notice of such cure (cure notice) to the City, or at the Seller's option, to provide the City written notice of the Seller's election to cancel this Agreement. If the City provides the Seller a defect notice in the manner and within the time specified herein, and the Seller fails to cure such defect or condition and provide the City with a cure notice, the City, at its sole discretion, may terminate this Agreement and Seller will be required to return the down payment or the City may file an action in the Hall County District Court to require specific performance of this Agreement by the Seller.

5. ENTRY PRIOR TO POSSESSION. Prior to the delivery of possession of the above described land, the City and/or its representatives shall have the right to enter upon this real estate after making an appointment with the Seller, for the purpose of making borings, surveys, studies or other tests which may assist the City in determining the suitability of this land for use as a location for development of public parking facilities and/or construction of a governmental building. The City shall indemnify and hold the Seller harmless from any injuries, liabilities or damages caused by the City's entry upon the land and shall restore the land to its original state prior to any such entry in the event closing does not occur. This undertaking of indemnity shall survive the closing and/or termination of this Agreement.

6. SURVEY. Prior to closing on this real estate, the City may at its own cost obtain a physical survey of the above described land. In the event the results of the survey disclose a defect or condition which renders any of the conditions precedent specified herein unsatisfied, the City shall provide written defect notice to the Seller and the Seller shall have a reasonable period of time, not to exceed ninety (90) days within which to cure such defect or condition and provide written cure notice to the City or, at the Seller's option, to provide the City written notice of the Seller's election to cancel this Agreement.

7. CLOSING AND POSSESSION. Closing shall occur on or about April 11, 2005, after approval and execution of this Agreement by all parties and completion of all

conditions precedent. Seller may continue to occupy this real estate until June 30, 2005, when Buyer shall be entitled to complete possession of the premises. Buyer may rent the premises to the Seller after the date of possession on a month to month basis depending on when the Buyer needs to develop this property.

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

- a. The Seller shall have, and be able to convey to the City at closing, marketable fee simple title to the real estate by warranty deed, free and clear of all liens, claims and encumbrances.
- b. There shall be no pending proceedings or actions of any kind whatsoever, or judgments or claims or any nature whatsoever, pending against the Seller with respect to the above described real estate.
- c. The above referenced survey of the above described real estate shall disclose that to the respective tracts which would interfere with the development or use of any of the tracts by the City as public parking facilities or a location of a governmental building; that there are no material encroachments or projections on the property structures, facilities or improvements.
- d. There shall be no uncured violations of any state, federal, local laws, ordinances or regulations with respect to the above described real estate.
- e. The borings, studies, inspections or other tests made by the City and/or its representatives pursuant to this Agreement shall not discover the presence of, release from or storage on the above described tracts of pollutants, contaminants other hazardous substances and shall not discover that soil, drainage or subsurface conditions render the property not suitable for use of any one or more of the tracts for public parking facilities or governmental buildings.
- f. The above described tracts shall be free and clear of all leases, licenses, tenancies, and other occupancies and all adverse claims however they may be derived or claimed.
- g. The above described tracts shall be in substantially the same physical condition as they are on the date of execution of this Agreement by all parties.

- h. There shall be no unpaid bills, charges, costs or expenses of any kind which create or permit the filing of a statutory lien of any kind against any of the above described real estate.

The City shall have a period of 30 days from the date of receipt of the commitment for an owner's policy of title insurance during which to determine that the foregoing conditions precedent have been met, to the reasonable satisfaction of the City and to deliver written notice to the Seller specifying, in reasonable detail, all conditions precedent (condition notice) which have not been met. Upon receipt of such condition notice, the Seller, may at their option, elect to cancel this Agreement by written notice to the City in which event this Agreement shall be automatically canceled, or elect to undertake such action as is necessary to satisfy the conditions precedent identified in the condition notice. If the Seller elects to undertake such action as is necessary to satisfy the conditions precedent identified in a condition notice, the Seller shall have a reasonable period of time, not to exceed ninety (90) days, within which to complete such action as is necessary to meet all unsatisfied conditions precedent identified in said condition notice. If the Seller fails to satisfy such conditions precedent, the City may elect to terminate this Agreement or waive such unsatisfied condition precedent. Upon expiration of the 30 day due diligence period set forth above, unless the City has provided a condition notice to the Seller in the manner and within the time specified herein, the City shall be deemed to have waived any right to terminate this Agreement because of the non-satisfaction of any of the foregoing conditions precedent and, subject to the Seller's performance of their obligations under this Agreement, the City shall be obligated to consummate the purchase transactions described above.

9. ENVIRONMENTAL WARRANTIES. The Seller hereby represents and warranties that during its period of ownership, the Seller, its agents and employees, have complied with all federal, state and municipal environmental laws, regulations and ordinances as they relate to the above described tracts, and that the Seller has no actual notice or knowledge of any prior violations of environmental laws effecting the tracts.

10. TAXES. The Seller shall pay all real estate taxes for 2004 and all prior years which are levied on the above described real estate prior to the date of closing. Taxes for 2005 shall be prorated to the date of closing.

11. CLOSING EXPENSES. The City shall pay all closing costs in connection with the above described tracts.

12. BUYER'S RIGHTS TO RENTS AND FIXTURES. The Buyer shall receive the following items of furniture, fixtures and equipment along with the real estate: seating, steam table, exhaust system, menu boards and exterior signs.

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

14. NOTICES. All notices envisioned under the terms and conditions of this Agreement may be sent to the other party by first class mail, postage prepaid and addressed as follows or delivered in hand to said same addresses:

|                             |                      |
|-----------------------------|----------------------|
| City of Grand Island        | Mr. James J. Wiltgen |
| Attention: City Attorney    | P.O. Box 1835        |
| 100 East First Street       | Kearney, NE 68848    |
| P.O. Box 1968               |                      |
| Grand Island, NE 68802-1968 |                      |

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

16. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the City and Seller, notwithstanding any written or oral agreements to the contrary. This Agreement may be amended only in writing, duly reviewed, approved and executed by the respective parties.

17. BINDING EFFECT. All covenants and conditions herein contained shall extend to and be obligatory upon the successors, assigns, heirs and legal representatives of the parties hereto.

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

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

By: \_\_\_\_\_  
Jay Vavricek, Mayor

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

Before me, a notary public qualified in said county, personally came Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing document and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution \_\_\_\_\_.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

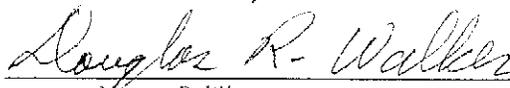
By:   
JAMES J. WILTGEN, Seller

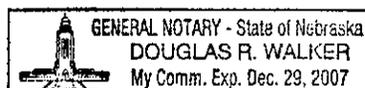
By:   
BARBARA A. WILTGEN, Seller

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF HALL )

Before me, a notary public in and for said county and state, personally appeared James J. Wiltgen and Barbara A. Wiltgen, Husband and Wife, to me known to be the identical persons who executed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal this 25<sup>th</sup> day of February, 2005.

  
Notary Public





# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item E2

**Public Hearing on Acquisition of Property Located at 214 N.  
Washington Street (Grand Island Public Library Foundation, Inc.  
Previously Owned by Robert and Gail Mattke)**

Staff Contact: Doug Walker

# Council Agenda Memo

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

**Meeting:** March 8, 2005

**Subject:** Public Hearing on Acquisition of Real Estate Located at  
214 North Washington, Grand Island, Nebraska  
and  
Approving Acquisition of Real Estate Located at 214  
North Washington, Grand Island, Nebraska

**Item #'s:** E-2 & G-13

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

## Background

Nebraska State Statutes require that the acquisition of property must be approved by the City Council. The public hearing for the acquisition of this property is being done to meet the requirements of Neb. Rev. Stat., §18-1755 and Neb. Rev. Stat., §25-2505. Subsequent to the public hearing, Item G-13 will be for approval for acquisition of this property.

## Discussion

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

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Motion to approve the acquisition of the real estate located at 1216 West Second Street and described as All of the Southerly Thirty Eight Feet (38') of Lot One (1), in Block Sixteen (16), in Arnold and Abbott's Addition to the City of Grand Island, Hall County, Nebraska.

**SPECIAL WARRANTY DEED**

THE GRAND ISLAND PUBLIC LIBRARY FOUNDATION, INC., A Nebraska Non-Profit Corporation, GRANTOR, in consideration of ---GIFT TO GRANTEE--- conveys to GRANTEE, CITY OF GRAND ISLAND, NEBRASKA, the following described real estate (as defined in Neb. Rev. Stat. §76-201) in Hall County, Nebraska:

All of the Southerly Thirty Eight Feet (38') of Lot One (1), in Block Sixteen (16), in Arnold and Abbott's Addition to the City of Grand Island, Hall County, Nebraska

Grantor covenants with the Grantee that Grantor:

- (1) is lawfully seized of such real estate and that it is free from encumbrances except easements, covenants and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons claiming the same or any part thereof through, by or under Grantor.

Executed: March \_\_\_\_\_, 2005.

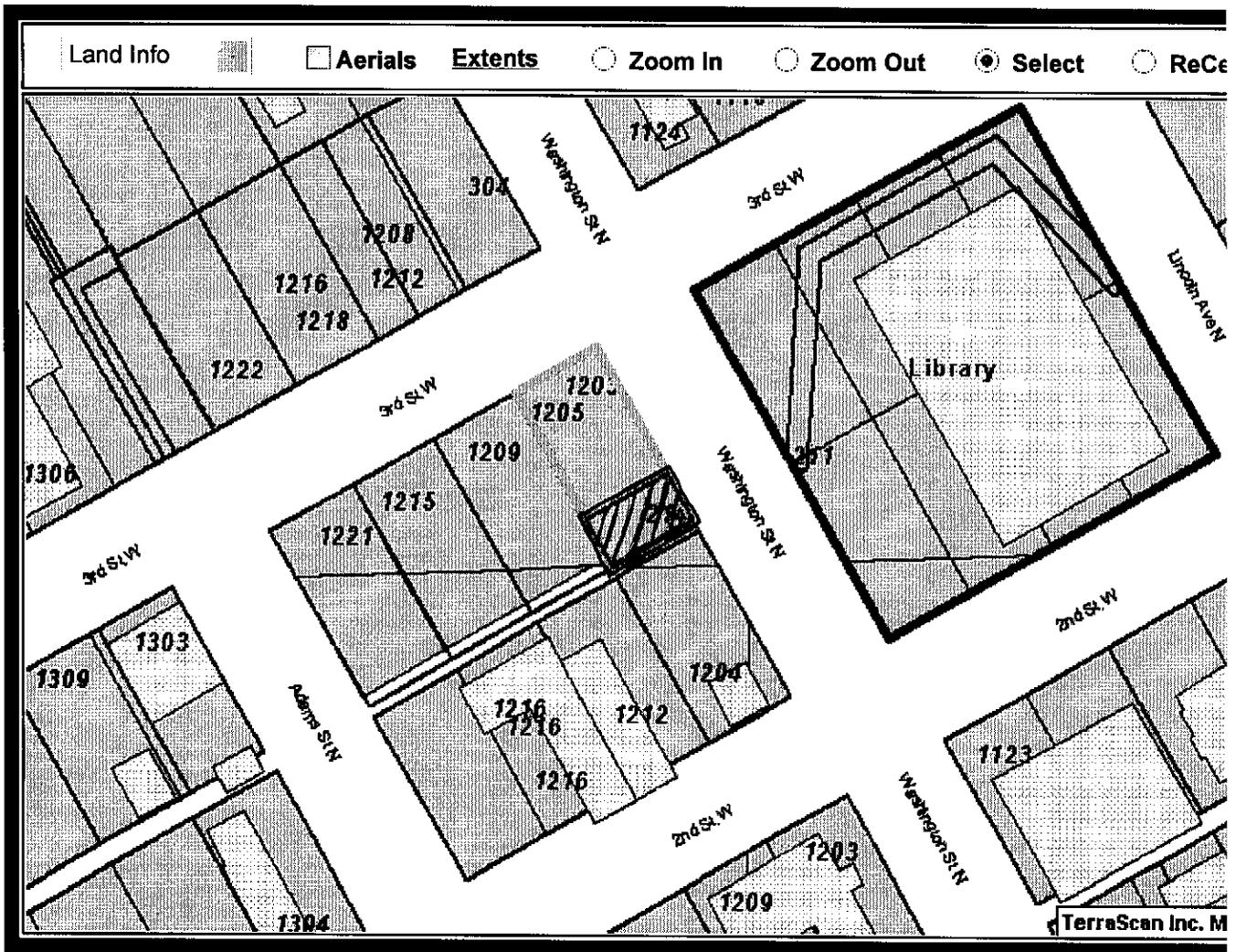
THE GRAND ISLAND PUBLIC LIBRARY  
FOUNDATION, INC., A Nebraska Non-  
Profit Corporation,

By \_\_\_\_\_  
Duane A. Burns, President

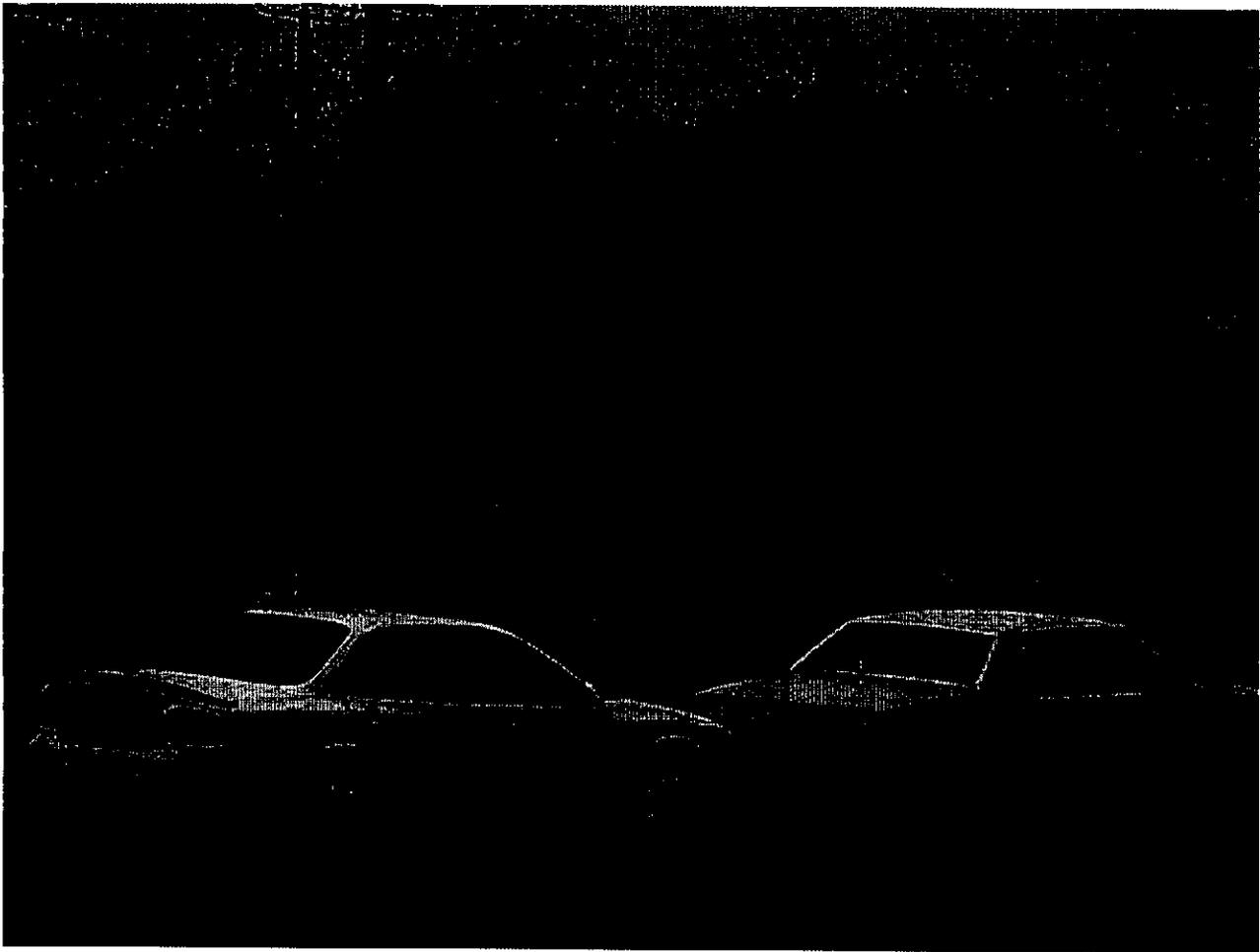
STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF HALL        )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of March, 2005, by Duane A. Burns, President of The Grand Island Public Library Foundation, Inc., A Nebraska Non Profit Corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public



**214 Washington St N**    **Subdivision: Arnold & Abbotts' Add Lot: 1 Block: 16**  
[Register of Deed's Information](#)    [Assessor's Information](#)    [Treasurer's Information](#)    [District Information](#)





# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item F1

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

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission  
**Meeting:** March 8, 2005  
**Subject:** Annexation (Second Reading)  
**Item #'s:** F-1  
**Presenter(s):** Chad Naby AICP, Regional Planning Director

## **Background**

This application proposes to annex property located in the NW ¼ NE ¼ 21-11-9 into the City of Grand Island. This land is directly adjacent to the current City limit lines, and is proposed for platting as Preisendorf Subdivision.

## **Discussion**

The owner of this property is proposing to subdivide the property into two lots as an addition to the City of Grand Island. The property is contiguous with the Grand Island Corporate Limits and was part of the county industrial tract. This property may not be annexed by the City as long as it is part of the County Industrial Tract, however the Hall County Board is processing an application to remove this property from that tract. This should be completed prior to council action on this property and must be done prior to final action on the property. City water and sewer are available to the property. The subdivider will extend the water line along the front of the property between Lincoln Street and across the Washington Street Right-Of-Way as part of the subdivision agreement.

## **Alternatives**

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

1. Approve the annexation as presented
2. Modify the annexation to meet the wishes of the Council
3. Deny the request for annexation
4. Table the issue

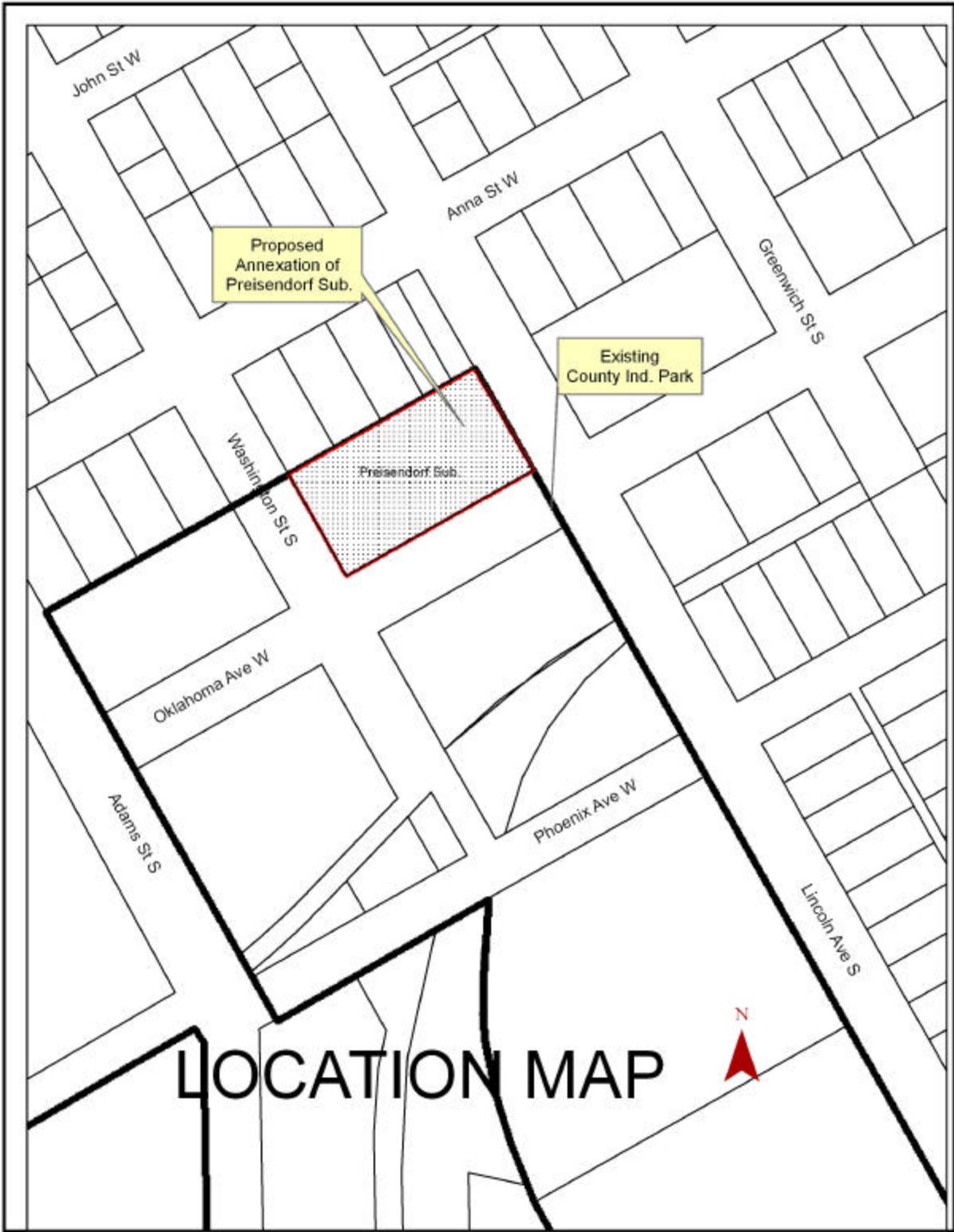
## **Recommendation**

A motion was made by Miller and seconded by Amick to **approve** and recommend that the Grand Island City Council **approve** the annexation of this land into the City of Grand Island.

A roll call vote was taken and the motion passed with 10 members present (Amick, Haskins, Lechner, O'Neill, Brown, Niemann, Miller, Eriksen, Ruge, Monter, Hayes, Wagoner) voting in favor.

## **Sample Motion**

Approve this annexation as presented.



\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 8953

An ordinance to annex Preisendorf Subdivision into the City of Grand Island; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, Preisendorf Plumbing & Heating, Inc., a Nebraska corporation, as owner, has caused to be laid out into lots, a tract of land comprising a part of the Northwest Quarter of the Northeast Quarter (NW1/4, NE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska, under the name of PREISENDORF SUBDIVISION, which is proposed to be an addition to the City of Grand Island; and

WHEREAS, after public hearing on February 2, 2005, the Regional Planning Commission recommended the approval of annexing such addition into the City of Grand Island; and

WHEREAS, after public hearing on February 22, 2005, the City Council found and determined that such annexation be approved on first reading.

Approved as to Form  \_\_\_\_\_  
March 3, 2005  City Attorney

ORDINANCE NO. 8953 (Cont.)

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

SECTION 1. That Preisendorf Subdivision is hereby annexed into the City of Grand Island, and shall be entitled to all the rights and privileges, and shall be subject to all the laws, ordinances, rules, and regulations of the City of Grand Island

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. 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: March 8, 2005.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item F2

**#8964 - Consideration of Creation of Water Main District No. 450 -  
Stewart Place Subdivision - East Area of Circle Drive**

Staff Contact: Gary R. Mader

# Council Agenda Memo

**From:** Gary R. Mader, Utilities Director

**Meeting:** March 8, 2005

**Subject:** Creation of Water Main District 450 – Ordinance #8964  
& Water Main District 451 – Ordinance #8965

**Item #'s:** F-2 & F-3

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

## Background

The Utilities Department has received a petition requesting the creation of a water main district to serve the existing multiple-family housing development along the east end of Circle Drive. The area is located south of Stolley Park Road and west of Blaine Street and includes parts of Stewart Place Subdivision; Stewart Place 2nd Subdivision; Stewart Place 3rd Subdivision; Elmer's Subdivision; and an unsubdivided portion of Section 22-11-9. See the attached drawing for reference.

## Discussion

It is recommended that two assessment districts be created for providing water service to the area. The boundary for District 450 encompasses the area east of Circle Drive and is under one ownership, that being the individual who requested the water system extension.

District 451 would cover the west area of Circle Drive and the district creation would give those residents an opportunity for City water extensions. That area is a combination of single family homes and multiple-family units. By creating two districts, the total neighborhood can be served, either independently or jointly. Even if both Districts pass the protest period, a single contract for construction would be issued. There should be a cost savings from the economy of scale for the two district contract.

Assessment districts are the Department's standard method for installing water mains into developed areas requesting City service. The eligible cost of construction will be charged to the property owners within the respective districts. These assessments may be financed for a five year period, at 7% simple interest on the unpaid balance.

## **Alternatives**

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

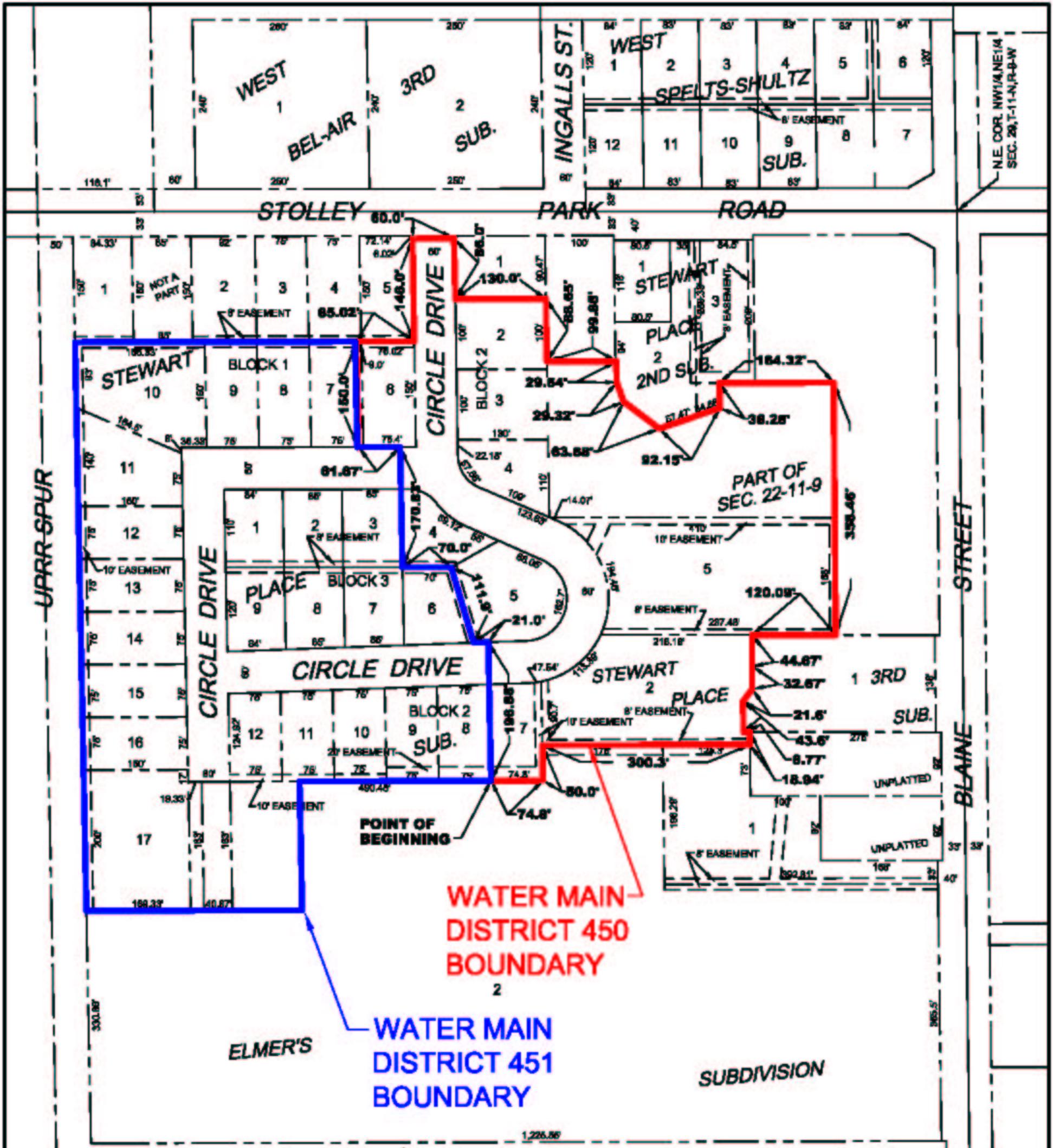
1. Move to approve Ordinance 8964, creating Water Main District 450, and approve Ordinance 8965, creating Water Main District 451
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the creation of Water Main Districts 450 and 451.

## **Sample Motion**

Motion to approve Ordinance 8964 to create Water Main District 450 and approve Ordinance 8965 to create Water Main District 451.



**WATER MAIN DISTRICT 450 BOUNDARY**

**WATER MAIN DISTRICT 451 BOUNDARY**

CITY OF **GRAND ISLAND**

UTILITIES DEPARTMENT

**WATER MAIN DIST. 450 AND WATER MAIN DIST. 451**

|                 |                  |
|-----------------|------------------|
| DRN BY: K.J.M.  | SCALE: 1" = 200' |
| DATE: 2/22/2005 | FILE: WM 450     |

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ORDINANCE NO. 8964

An ordinance creating Water Main District No. 450 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the cost of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 450 in the City of Grand Island, Nebraska, is hereby created for the laying of six (6.0) inch diameter water mains with its appurtenances along Circle Drive in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Beginning at the southwest corner of Lot Seven (7), Block Two (2), Stewart Place Subdivision; thence northerly along the westerly line of Lot Seven (7), Block Two (2), said Stewart Place Subdivision and its extension, a distance of one hundred ninety six and eighty eight (196.88) feet to a point on the southerly line of Lot

Approved as to Form    ☐ \_\_\_\_\_  
March 3, 2005            ☐ City Attorney

ORDINANCE NO. 8964 (Cont.)

Five (5), Block Three (3), said Stewart Place Subdivision; thence westerly along the southerly line of said Lot Five (5), a distance of twenty one (21.0) feet to the southwest corner of said Lot Five (5); thence northwesterly along the westerly line of said Lot Five (5), a distance of one hundred eleven and nine tenths (111.9) feet to the southeast corner of Lot Four (4), Block Three (3), said Stewart Place Subdivision; thence westerly along the southerly line of said Lot Four (4), a distance of seventy (70.0) feet to the southwest corner of said Lot Four (4); thence northerly along the westerly line of said Lot Four (4) and its extension, distance of one hundred seventy and eighty three hundredths (170.83) feet to a point on the southerly line of Lot Six (6), Block One (1), said Stewart Place Subdivision; thence westerly along the southerly line of said Lot Six (6) and Lot Seven (7), Block One (1), said Stewart Place Subdivision, a distance of sixty one and sixty seven hundredths (61.67) feet; thence northerly and parallel with the easterly line of said Lot Seven (7), a distance of one hundred fifty (150.0) feet to a point on the northerly line of said Lot Seven (7); thence easterly along the northerly line of said Lot Seven (7) and said Lot Six (6), a distance of eighty five and two hundredths (85.02) to the northeast corner of said Lot Six (6); thence northerly along the easterly line of Lot Five (5), Block One (1), said Stewart Place Subdivision, a distance of one hundred forty six (146.0) feet; thence easterly a distance of sixty (60.0) feet to a point on the westerly line of Lot One (1), Block Two (2), said Stewart Place Subdivision; thence southerly along the westerly line of said Lot One (1), a distance of eighty six (86.0) feet to the northwest corner of said Lot Two (2); thence easterly along the northerly line of said Lot Two (2), a distance of one hundred thirty (130.0) feet to the northeast corner of said Lot Two (2); thence southerly along the easterly line of said Lot Two (2), a distance of eighty eight and sixty five hundredths (88.65) feet; thence easterly, a distance of ninety nine and eighty five hundredths (99.85) feet to a point on the westerly line of Lot Two (2), Stewart Place Second Subdivision; thence southerly along the westerly line of said Lot Two (2), a distance of twenty nine and sixty four (29.64) feet; thence southeasterly along a westerly line of said Lot Two (2), a distance twenty nine and thirty two (29.32) feet; thence southeasterly along a westerly line of said Lot Two (2), a distance of sixty three and sixty eight (63.68) feet; thence northeasterly along the southerly line of said Lot Two (2) and Lot Three (3), said Stewart Place Second Subdivision, a distance of ninety two and fifteen hundredths (92.15) feet to a southeast corner of said Lot Three (3); thence northerly, along an easterly line of said Lot Three (3), a distance of thirty six and twenty five hundredths (36.25) feet to a corner of said Lot Three (3); thence easterly along a southerly line of said Lot Three (3) and its extension, a distance of one hundred sixty four and thirty two hundredths (164.32) feet; thence southerly along the easterly line of Lot Five (5), Block Two (2), said Stewart Place Subdivision and its extension, a distance of three hundred fifty eight and forty six hundredths (358.46) feet to the southeast corner of said Lot Five (5); thence westerly along the southerly line of said Lot Five (5), a distance of one hundred twenty and nine hundredths (120.09) feet to the northeast corner of Lot Two (2), Stewart Place Third Subdivision; thence southerly along the easterly line of said Lot Two (2), a

ORDINANCE NO. 8964 (Cont.)

distance of forty four and sixty seven hundredths (44.67) feet; thence continuing southerly along an easterly line of said Lot Two (2), a distance of thirty two and sixty seven hundredths (32.67) feet; thence southwesterly along an easterly line of said Lot Two (2), a distance of twenty one and six tenths (21.6) feet; thence southerly along an easterly line of said Lot Two (2), a distance of forty three and six tenths (43.6) feet; thence easterly along a line of said Lot Two (2), a distance of eight and seventy seven (8.77) feet; thence southerly along an easterly line of said Lot Two (2), a distance of eighteen and ninety four hundredths (18.94) feet to the southeast corner of said Lot Two (2); thence westerly along the southerly line of said Lot Two (2), a distance of three hundred and three tenths (300.3) feet to the southwest corner of said Lot Two (2), said point also being on the easterly line of Lot Seven (7), Block Two (2), said Stewart Place Subdivision; thence southerly along the easterly line of said Lot Seven (7), a distance of fifty (50.0) feet to the southeast corner of said Lot Seven (7); thence westerly along the southerly line of said Lot Seven (7), a distance of seventy four and eight tenths (74.8) feet to the southwest corner of said Lot Seven (7), Block Two (2), Stewart Place Subdivision being the said Point of Beginning, as shown on the plat dated February 22, 2005, attached hereto and incorporated herein by this reference.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

ORDINANCE NO. 8964 (Cont.)

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted March 8, 2005.

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Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item F3

**#8965 - Consideration of Creation of Water Main District No. 451 -  
Stewart Place Subdivision - West Area of Circle Drive**

*This item relates to the aforementioned Ordinance Item F-2.*

Staff Contact: Gary R. Mader

? This Space Reserved for Register of Deeds ?

ORDINANCE NO. 8965

An ordinance creating Water Main District No. 451 in the City of Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; assessing the cost of such improvements; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District No. 451 in the City of Grand Island, Nebraska, is hereby created for the laying of six (6.0) inch diameter water mains with its appurtenances along Circle Drive in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Beginning at the northwest corner of Lot Ten (10), Block One (1), Stewart Place Subdivision; thence southerly along the westerly line of said Stewart Place Subdivision, a distance of eight hundred eight (808.0) feet to the southwest corner of Lot Seventeen (17), Block One (1), said Stewart Place Subdivision; thence

Approved as to Form    ☐ \_\_\_\_\_  
March 3, 2005            ☐ City Attorney

ORDINANCE NO. 8965 (Cont.)

easterly along the southerly line of said Lot Seventeen (17), and its extension, a distance of three hundred ten and five hundredths (310.05) feet; thence northerly and parallel with the easterly line of said, a distance of one hundred eighty three and one tenth (183.1) feet to a point on the southerly line of Lot Eleven (11), Block Two (2), said Stewart Place Subdivision; thence easterly along the southerly line of said Lot Eleven (11), Lot Ten (10), Lot Nine (9), and Lot Eight (8), Block Two (2), said Stewart Place Subdivision, a distance of two hundred seventy five (275.0) feet to the southeast corner of said Lot Eight (8), Block Two (2), Stewart Place Subdivision; thence northerly along the easterly line of said Lot Eight (8), and its extension, a distance of one hundred ninety six and eighty eight hundredths (196.88) feet to a point on the southerly line of Lot Five (5), Block Three (3), said Stewart Place Subdivision; thence westerly along the southerly line of said Lot Five (5), a distance of twenty one (21.0) feet to the southwest corner of said Lot Five (5); thence northwesterly along the westerly line of said Lot Five (5), a distance of one hundred eleven and nine tenths (111.9) feet to the southeast corner of Lot Four (4), Block Three (3), said Stewart Place Subdivision; thence westerly along the southerly line of said Lot Four (4), a distance of seventy (70.0) feet to the southwest corner of said Lot Four (4); thence northerly along the westerly line of said Lot Four (4) and its extension, a distance of one hundred seventy and eighty three hundredths (170.83) feet to a point on the southerly line of Lot Six (6), Block One (1), said Stewart Place Subdivision; thence westerly along the southerly line of said Lot Six (6) and Lot Seven (7), Block One (1), said Stewart Place Subdivision, a distance of sixty one and sixty seven hundredths (61.67) feet; thence northerly parallel with the easterly line of said Lot Seven (7), a distance of one hundred fifty (150.0) feet to a point on the northerly line of Lot Seven (7), Block One (1), said Stewart Place Subdivision; thence westerly along the northerly line of said Lot Seven (7), Lot Eight (8), Lot Nine (9), and Lot Ten (10), Block One (1), said Stewart Place Subdivision, a distance of four hundred two and thirty three hundredths (402.33) feet to the northwest corner of said Lot Ten (10), being the said Point of Beginning, as shown on the plat dated February 22, 2005, attached hereto and incorporated herein by this reference.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

ORDINANCE NO. 8965 (Cont.)

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, within fifteen days in one issue of the Grand Island Independent.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, without the plat, as provided by law.

Enacted March 8, 2005.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item F4

**#8966 - Consideration of Correction to Ordinance No. 8912  
Relative to the Legal Description for Frauen Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Chad Nabity, AICP Hall County Regional Planning Director

**Meeting:** March 8, 2005

**Subject:** Correction to Ordinance No. 8912 Relative to the Legal Description for Frauen Subdivision

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

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

## **Background**

Ordinance Number 8912 to annex property being platted as the Frauen Subdivision included an incorrect legal description. The property was properly referred to as Frauen Subdivision. This ordinance will correct the legal description so it is consistent with the property subdivided as Frauen Subdivision.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the corrective ordinance.

## **Sample Motion**

Approve the correction to Ordinance No. 8912 as presented.

\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 8966

An ordinance to correct the legal description for Frauen Subdivision in Ordinance No. 8912; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, Ordinance No. 8912 authorizing the annexation of Frauen Subdivision was approved on June 22, 2004; and

WHEREAS, such ordinance described Frauen Subdivision as being located in a part of the West Half of the Southeast Quarter (W1/2, SE1/4) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska; and

WHEREAS, Frauen Subdivision should have been described as being located in a part of the West Half of the Northwest Quarter (W1/2, NW1/4) of Section One (1), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska.

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

Approved as to Form  \_\_\_\_\_  
March 3, 2005  City Attorney

ORDINANCE NO. 8966 (Cont.)

SECTION 1. That Ordinance No. 8912 is hereby corrected to reflect the correct legal description for Frauen Subdivision as comprising a part of the West Half of the Northwest Quarter (W1/2, NW1/4) of Section One (1), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska.

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. 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: March 8, 2005.

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Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item F5

**#8967 - Consideration of Vacating Utilities Easements; Martin's Second Subdivision (North of Old Potash HWY Between US HWY 281 and Webb Road)**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** March 8, 2005

**Subject:** Vacation of Utilities Easements; Martin's Second Subdivision (North of Old Potash HWY Between US HWY 281 and Webb Road)

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

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

## **Background**

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

## **Discussion**

Council will be considering approval of Martin's Third Subdivision later in the meeting. This subdivision will replace easements that are being proposed for vacation under this agenda item. Vacation of the easements should occur before the agenda item to approve Martin's Third Subdivision.

## **Alternatives**

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

## **Recommendation**

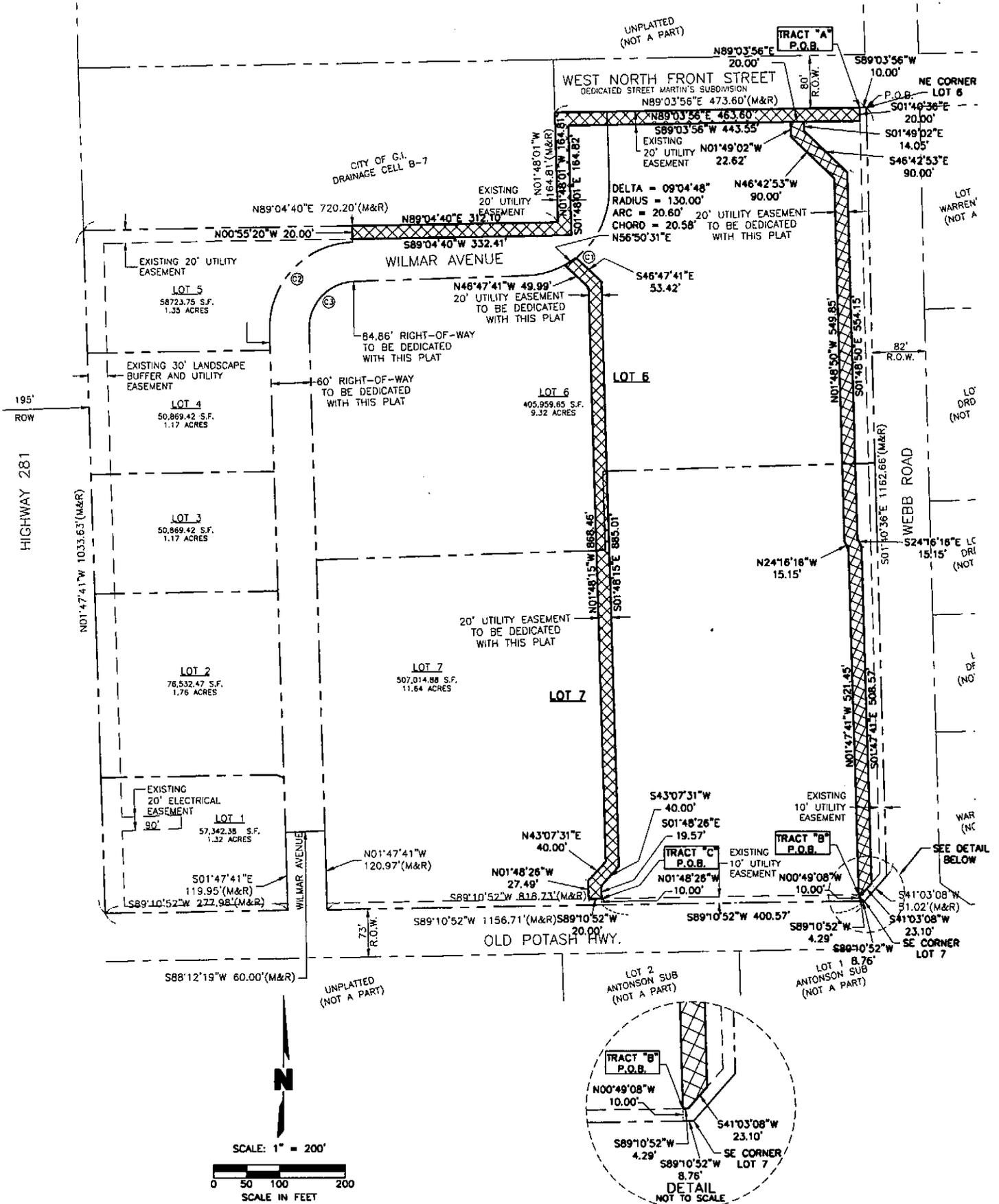
City Administration recommends that the Council approve the ordinance for the vacation of the easement.

## **Sample Motion**

Move to approve the vacation of the Utility Easement.

# EASEMENT VACATION

## MARTIN'S SECOND SUBDIVISION



**EXHIBIT "A"**

EASEMENT VACATION  
LOTS 6, 7 AND WILMAR AVE.  
MARTIN'S SECOND SUBDIVISION  
CITY OF GRAND ISLAND, NEBRASKA

**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS  
201 EAST 2ND STREET - GRAND ISLAND, NEBRASKA 68801 - 308-384-8750 - FAX 308-384-8752  
ARIZONA - COLORADO - KANSAS - MINNESOTA - MISSOURI - NEBRASKA  
www.olsonassociates.com

**DATE:**  
**02/18/05**  
04/2004-0319  
PLAT/LEASE-VAC-Martin-2nd.dwg

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ORDINANCE NO. 8967

An ordinance to vacate existing easements and rights-of-way located in a part of Martin's Second Subdivision in the City of Grand Island, Hall County, Nebraska; to provide for filing this ordinance in the office of the Register of Deeds of Hall County; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the existing twenty foot easements and rights-of-way located in a part of Martin's Second Subdivision in the city of Grand Island, Hall County, Nebraska, more particularly described as follows, are hereby vacated:

Tract No. A:

A permanent utility easement being Twenty (20) feet in width located in Lot Six (6) and Wilmar Avenue, Martin's Second Subdivision, City of Grand Island, Nebraska, all in the Southeast Quarter of the Southeast Quarter (SE1/4, SE1/4) of Section Thirteen (13), Township Eleven (11) North, Range Ten (10) west of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Commencing at the northeast corner of said Lot 6, Martin's Second Subdivision; thence on an assumed bearing of S89°03'56"W along the north line of said Lot 6,

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March 3, 2005            ☐ City Attorney

ORDINANCE NO. 8967 (Cont.)

said line also being the south right-of-way (R.O.W.) line of West North Front Street, a distance of 10.00 feet to the Point of Beginning; thence  $S01^{\circ}40'36''E$  a distance of 20.00 feet; thence  $S89^{\circ}03'56''W$  a distance of 443.55 feet; thence  $S01^{\circ}48'01''E$  a distance of 164.82 feet; thence  $S89^{\circ}04'40''W$  a distance of 332.41 feet to the easterly line of Lot 5 of said Martin's Second Subdivision; thence  $N00^{\circ}55'20''W$  along said easterly line a distance of 20.00 feet to the south line of City of Grand Island Drainage Cell B-7; thence  $N89^{\circ}04'40''E$  along said south line a distance of 312.10 feet to the southeast corner of said Drainage Cell B-7; thence  $N01^{\circ}48'01''W$  along the east line of said Drainage Cell B-7 a distance of 164.81 feet to the south R.O.W. line of West North Front Street; thence  $N89^{\circ}03'56''E$  along said south R.O.W. line a distance of 463.60 feet to the point of beginning. Said permanent utility easement contains a calculated area of 18,813 square feet or 0.432 acres, more or less, of which 11,142 square feet or 0.256 acres lies within said Wilmar Avenue, as shown on the plat attached hereto as Exhibit "A" and incorporated herein by reference.

Tract No. B:

A permanent utility easement being Twenty (20) feet in width located in Lot Six (6) and Lot Seven (7), Martin's Second Subdivision, City of Grand Island, Nebraska, all in the Southeast Quarter of the Southeast Quarter ( $SE1/4$ ,  $SE1/4$ ) of Section Thirteen (13), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Commencing at the southeast corner of said Lot 7, Martin's Second Subdivision; thence on an assumed bearing of  $S89^{\circ}10'52''W$  along the south line of said Lot 7 a distance of 8.76 feet; thence  $N00^{\circ}49'08''W$  and perpendicular to said south line a distance of 10.00 feet to the Point of Beginning; thence  $N01^{\circ}47'41''W$  a distance of 521.45 feet; thence  $N24^{\circ}16'16''W$  a distance of 15.15 feet; thence  $N01^{\circ}48'50''W$  a distance of 549.85 feet; thence  $N46^{\circ}42'53''W$  a distance of 90.00 feet; thence  $N01^{\circ}49'02''W$  a distance of 22.62 feet to the south line of an existing 20 feet wide utility easement; thence  $N89^{\circ}03'56''E$  along said south line a distance of 20.00 feet; thence  $S01^{\circ}49'02''E$  a distance of 14.05 feet; thence  $S46^{\circ}42'53''E$  a distance of 90.00 feet; thence  $S01^{\circ}48'50''E$  a distance of 554.15 feet; thence  $S24^{\circ}16'16''E$  a distance of 15.15 feet; thence  $S01^{\circ}47'41''E$  a distance of 508.57 feet; thence  $S41^{\circ}03'08''W$  a distance of 23.10 feet; thence  $S89^{\circ}10'52''W$  a distance of 4.29 feet to the point of beginning. Said permanent utility easement contains a calculated area of 23,847 square feet or 0.547 acres, more or less, as shown on the plat attached hereto as Exhibit "A" and incorporated herein by reference.

ORDINANCE NO. 8967 (Cont.)

Tract No. C:

A permanent utility easement being Twenty (20) feet in width located in Lot Six (6) and Lot Seven (7), Martin's Second Subdivision, City of Grand Island, Nebraska, all in the Southeast Quarter of the Southeast Quarter (SE1/4, SE1/4) of Section Thirteen (13), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Commencing at the southeast corner of said Lot 7, Martin's Second Subdivision; thence on an assumed bearing of S89°10'52"W along the south line of said Lot 7 a distance of 400.57 feet; thence N01°48'26"W a distance of 10.00 feet to a point on the north line of an existing 10 feet wide utility easement, said point also being the Point of Beginning; thence S89°10'52"W along said north line a distance of 20.00 feet; thence N01°48'26"W a distance of 27.49 feet; thence N43°07'31"E a distance of 40.00 feet; thence N01°48'15"W a distance of 868.46 feet; thence N46°47'41"W a distance of 49.99 feet to a point on the southerly right-of-way (R.O.W.) line of Wilmar Avenue, said point also being a point of curvature; thence around a curve in a counterclockwise direction having a delta angle of 09°04'48", an arc length of 20.60 feet, a radius of 130.00 feet and a chord bearing N56°50'31"E along said southerly R.O.W. line a distance of 20.58 feet; thence S46°47'41"E a distance of 53.42 feet; thence S01°48'15"E a distance of 885.01 feet; thence S43°07'31"W a distance of 40.00 feet; thence S01°48'26"E a distance of 19.57 feet to the point of beginning. Said permanent utility easement contains a calculated area of 19,834 square feet or 0.455 acres, more or less, as shown on the plat attached hereto as Exhibit "A" and incorporated herein by reference.

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

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

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

ORDINANCE NO. 8967 (Cont.)

Enacted: March 8, 2005.

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Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G1

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

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

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 22, 2005

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

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

INVOCATION was given by Pastor David Vaughn, New Life Community Church, 301 West 2<sup>nd</sup> Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek recognized Jeanna Gruener, Sara Hast, Kayla Brixius, Kristen Ruzicka, Candi Glover, and Amy Glover of the Grand Island Islander Bowling Team for their Class "A" State High School Bowling Championship. Also recognized was Bowling Coach Jason Price.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Daffodil Days" March 7-13, 2005. The Mayor proclaimed the week of March 7-13, 2005 as "Daffodil Days". Gloria Maisch, Bonnie Fisher, and Donna Whitaker were present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing Concerning Annexation of Land Proposed for Platting as Preisendorf Subdivision Located North of Oklahoma Avenue and East of Washington Street. Chad Nability, Regional Planning Director reported that Preisendorf Plumbing & Heating, Inc. owner had submitted an application to annex property located in the NW 1/4 NE 1/4 of Section 21-11-9 which was adjacent to the City limit lines. Also proposed was platting of Preisendorf Subdivision which would subdivide the property into two lots. Matt Preisendorf, 2515 Jan Street spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 3003 Gunbarrel Road. (Bethany M. Oliver) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 3003 Gunbarrel Road was required in order to have access to install, upgrade, maintain, and repair power appurtenances. This easement would be used to locate high voltage underground

electrical cable and a pad mounted transformer to serve a new home. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 2103 West Anna Street. (First Presbyterian Church) Gary Mader, Utilities Director reported that acquisition of a utility easement located at 2103 West Anna Street was required in order to have access to install, upgrade, maintain, and repair power appurtenances. This easement would be used to place overhead electric lines underground and add a pad mounted transformer to facilitate increased load at the Church. No public testimony was heard.

Public Hearing on Acquisitions of Right-of-Way Along Claude Road North of Old US Highway 30. (Armando & Elizabeth Cortes, Charles & Susie Engel, Adam & Christine Landenberger, Thomas & Chastity Joyner, Jr., Justin Canning, Kent Bruha, Kim, Leland & Joshua Smidt, and Kevin & Karen Houtwed) Steve Riehle, Public Works Director reported that acquisition of several right-of-ways were needed in order to widen Claude Road and install concrete paving with curb and gutter. No public testimony was heard.

Public Hearing on Request of RT Omaha Franchise, LLC dba Ruby Tuesday, 3429 West 13<sup>th</sup> Street for a Class "I" Liquor License. City Clerk RaNae Edwards reported that RT Omaha Franchise, LLC dba Ruby Tuesday, 3429 West 13<sup>th</sup> Street had submitted an application with the City' Clerk's Office for a Class "I" Liquor License which allows for the sale of alcoholic beverages on sale only within the corporate limits of the city. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 7, 2005; notice to the applicant of date, time, and place of hearing mailed on February 8, 2005; notice to the general public of date, time, and place of hearing published on February 12, 2005; and Chapter 4 of the City Code. Doug Daize, Lincoln, Nebraska representing Ruby Tuesday spoke in support. No further public testimony was heard.

#### ORDINANCES:

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

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

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

#8954 - Consideration of Amendments to Chapter 2 of the City Code Relative to Community Projects and CRA

#8955 – Consideration of Amendments to Chapter 8 of the City Code Relative to International Building Codes

#8956 – Consideration of Amendments to Chapter 13 of the City Code Relative to Downtown Residential Parking

#8957 – Consideration of Amendments to Chapter 16 of the City Code Relative to International Fire Codes

#8958 – Consideration of Amendments to Chapter 20 of the City Code Relative to Noise

#8959 – Consideration of Amendments to Chapter 22 of the City Code Relative to 24 Hour Parking

#8960 – Consideration of Amendments to Chapter 17, 25, and 29 of the City Code Relative to Department of Health References

#8961 – Consideration of Amendments to Chapter 27 of the City Code Relative to Procurement

#8962 – Consideration of Amendments of Chapter 34 of the City Code Relative to Taxi Cab and Taxi Driver Permits

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

A brief discussion was held concerning Ordinance #8958 with regards to the enforcement procedures of the noise ordinance. City Administrator Gary Greer stated the Police Department would try to make contact before towing occurred.

Motion by Cornelius, second by Gilbert to approve Ordinances #8954, #8955, #8956, #8957, #8958, #8959, #8960, #8961, and #8962.

City Clerk: Ordinances #8954, #8955, #8956, #8957, #8958, #8959, #8960, #8961, and #8962 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #8954, #8955, #8956, #8957, #8958, #8959, #8960, #8961, and #8962 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor: By reason of the roll call votes on first reading and then upon final passage, Ordinances #8954, #8955, #8956, #8957, #8958, #8959, #8960, #8961, and #8962 are declared to be lawfully adopted upon publication as required by law.

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

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

Approving Minutes of February 15, 2005 City Council Study Session.

Approving Appointment of Craig Hand to Business Improvement District #5 Board. Councilmember Pielstick voted no.

Approving Request of RT Omaha Franchise, LLC dba Ruby Tuesday, 3429 West 13<sup>th</sup> Street for a Class "T" Liquor License.

Approving Request of Debra Bomberger, 9909 S.W. 126<sup>th</sup> Street, Denton, Nebraska for Liquor Manager Designation for Ruby Tuesday, 3429 West 13<sup>th</sup> Street.

#2005-44 – Approving Acquisition of Utility Easement Located at 3003 Gunbarrel Road. (Bethany M. Oliver)

#2005-45 – Approving Acquisition of Utility Easement Located at 2103 West Anna Street. (First Presbyterian Church)

#2005-46 – Approving Acquisitions of Right-of-Way Along Claude Road North of Old US Highway 30. (Armando & Elizabeth Cortes, Charles & Susie Engel, Adam & Christine Landenberger, Thomas & Chastity Joyner, Jr., Justin Canning, Kent Bruha, Kim, Leland & Joshua Smidt, and Kevin & Karen Houtwed)

#2005-47 – Approving Bid Award for Sanitary Sewer District No. 515, Dale Roush Subdivision (Indian Acres) with The Diamond Engineering Company of Grand Island, Nebraska for an Amount of \$512,633.30.

#2005-48 – Approving Time Extension of 58 Working Days to the Contract with The Diamond Engineering Company for Construction of Sanitary Sewer Districts No. 510 and 514.

#2005-49 – Approving Annual Renewal of Maintenance Agreement No. 12 with the Nebraska Department of Roads.

#2005-50 – Approving Bid Award for Furnishing Asphalt Hot-Mix for 2005 with Gary Smith Construction Co. of Grand Island, Nebraska in an Amount of \$17.89 per ton for Type "B" Asphalt Hot-Mix and \$20.57 per ton for Type "C" Asphalt Hot-Mix.

#2005-51 – Approving Bid Award for Concrete Pavement and Storm Sewer Repair Work for 2005 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$409,321.50.

#2005-52 – Approving Bid Award for Furnishing Concrete Read-Mix for 2005 with Gerhold Concrete Co. of Grand Island, Nebraska in an Amount of \$52.00 per Cubic Yard.

#2005-53 – Approving Annual Certificate of Compliance with the Nebraska Department of Roads Maintenance Agreement No. 12 for the Calendar Year 2004.

#2005-54 – Approving Housing Development Corporation Regional Housing Program Participation Agreement.

#2005-55 – Approving Change Order #4 for the Grand Generation Center Renovation and Expansion Project with Starostka Group, Inc. of Grand Island, Nebraska for an Increase of \$4,940.00 and a Total Adjusted Contract Amount of \$606,457.25.

#2005-56 – Approving Bid Award for Technical Rescue Equipment for the Fire Department with Municipal Emergency Services of Snyder, Nebraska in an Amount of \$12,105.00; Tech ResQ of Mannford, Oklahoma in an Amount of \$16,293.02; and Innovative Access, Inc. of Evergreen, Colorado in an Amount of \$4,487.01.

#2005-57 – Approving Agreement with the Nebraska Children and Families Foundation Grant.  
PAYMENT OF CLAIMS:

Motion by Cornelius, second by Hornady to approve the Claims for the period of February 9, 2005 through February 22, 2005, for a total amount of \$2,524,145.53. Motion adopted unanimously. Councilmember Pielstick abstained from voting on Claim #92436.

ADJOURN TO EXECUTIVE SESSION: Motion by Hornady, second by Pauly, to adjourn to Executive Session at 7:30 p.m. for the purpose of discussing Personnel Issues. Motion adopted unanimously.

RETURN TO REGULAR SESSION: Motion by Pielsitck, second by Cornelius to return to Regular Session at 8:12 p.m. Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 8:12 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G2

### Approving Minutes of March 1, 2005 City Council Study Session

*The Minutes of March 1, 2005 City Council Study Session are submitted for approval. See attached MINUTES.*

Staff Contact: RaNae Edwards

## OFFICIAL PROCEEDINGS

### CITY OF GRAND ISLAND, NEBRASKA

#### MINUTES OF CITY COUNCIL STUDY SESSION

March 1, 2005

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 1, 2005. Notice of the meeting was given in the Grand Island Independent on February 23, 2005.

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

Mayor Communication: Mayor Vavricek reminded everyone of the City Council Retreat this Saturday, March 5, 2005 at Home Federal Bank. Mayor commented on the outstanding duties of Paul Briseno, Assistant to the Administrator for working on a Home Land Security Grant.

Presentation of Site & Needs Study for the Fire Department. Fire Chief Jim Rowell thanked the committee members who worked on the study. Chief Rowell introduced David Streebin representing RDG Planning & Design Group who gave a presentation on the Site and Needs Study for replacement of Fire Station #1 and a Fire Training Center.

Mr. Streebin explained the process of the study and the groups involved, those being RDG Planning & Design, BKV Group, and Emergency Services Consulting, Inc. (ESCI). Lenny Enz explained the ESCI portion of the study which was based on population and community risk, system benchmark comparisons, current resources and deployment, and service delivery options. Explained were a 4-6 minute response time and the top six sites the group selected.

Reviewed was the Fire Training Center site and needs assessment program. Listed were several buildings and training areas for a total project cost of \$21,095,888.00. Mr. Enz emphasized the importance of a business plan.

Presented were the following sites for the Training Center:

Site #1 – East of Central Community College and College Park Area

Site #2 – Fonner Park

Site #3 – Near Law Enforcement Center

Site #4 – Capital Avenue E Farm Land

RDG recommended the Central Community College and College Park Area as the best site to locate a Fire Training Center. The second recommended site was near the Law Enforcement Center.

Ted Redmond with BKV Group explained the Fire Station programming process. Presented were several options at an approximate cost of \$3,000,000.00 for each site with the majority of the cost marked for acquisition of land and development.

The sites presented were as follows:

Strategy A – Walnut and Charles Streets

Strategy B – North Sycamore and East First Streets

Strategy C – East Fonner Park Road

Strategy D – Two Stations - Bismark Road and Sky Park Road

Strategy E – Stuhr Road near the intersection of Seedling Mile Road

Strategy F – Two Stations - Locust Street and Stolley Park Road and Sycamore Street and 5<sup>th</sup> Street

City Administrator Gary Greer presented a PowerPoint on the City Administration's recommendation for a new fire station.

The following points were presented concerning a new fire station:

- Build a replacement fire station without headquarters
- Build in the Fonner Park area
- Pay cash for the facility
- Do not build a station at Lion's Park
- Continue to study the need for a fire station in the northeast portion of the City
- Closely look at redevelopment area for station in future as build out happens

Estimated cost of a fire station at this location would be approximately \$2,422,284.00.

The following points were presented concerning a fire training facility:

- Pursue property east of Central Community College for Fire Training Facility
- Continue on a long term, pay as you go approach
- Pursue connections with CCC and College Park for facilities and Curriculum
- Put together a business plan for the Fire Training facility
- Evaluate the possibility of the Fire Administration being located at the Fire Training Facility long term

Fire Station #1 Solutions:

- Meets short term goals
- Allows for long term goals
- Adheres to the proposed budget
- Jump starts the replacement of Station #1
- No interest cost for the project
- Allows for maximum partnerships
- Combines resources with other agencies
- Redevelops property in need
- Maximizes response

- Opens doors for expanded training center
- Provides time to plan
- Positions us well for grants and funding

Councilmember Nickerson commented on the Strategy A location of Walnut and Charles Street because of response time. Councilmember Whitesides commented on the Fonner Park location as the best site and stated the Walnut, Charles, Cedar, and Louise site was unacceptable. Discussion was held with regards to emergency responses sending engine companies and ambulances. Councilmember Gilbert stated she was not concerned about a 6 minute response time because of the equipment that each truck and ambulance carried.

Discussion was held with regards to the location at Fonner Park with future expansion, response time, and traffic controls. Councilmember Meyer commented on the importance of response time and the importance of a fire station located in the northeast part of the City. Councilmember Cornelius questioned the timeline. Mr. Greer stated administration would like to start immediately after council approval of a site with completion within 18 months.

Councilmember Pielstick recommended that the recommendation of City Administration be brought back to council at the next meeting for approval.

Supporting the Fonner Park location were Gene Dominic, 221 East 1<sup>st</sup> Street, Carl Mayhew, 507 Plum Road, and K.C. Hehnke, president of the Downtown Improvement Board, and Larry Cast, 1416 Sheridan Place who presented Council with petitions of 400 signatures against locating a fire station on the Dodge parking lot.

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

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G3

### **Approving Minutes of March 1, 2005 City Council Special Meeting**

*The Minutes of March 1, 2005 City Council Special Meeting are submitted for approval. See attached MINUTES.*

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

March 1, 2005

Pursuant to due call and notice thereof, a Special Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 1, 2005. Notice of the meeting was given in the Grand Island Independent on February 24, 2005.

Mayor Jay Vavricek called the meeting to order at 8:55 p.m. The following members were present: Councilmembers Meyer, Whitesides, Pielstick, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker and Haase. The following City Officials were present: City Administrator Gary Greer, City Clerk RaNae Edwards, Public Works Director Steve Riehle, and City Attorney Doug Walker.

RESOLUTION:

#2005-58 – Approving Agreement with Grand Island Public School for Acquisition of Former Wasmer School Property. City Attorney Doug Walker reported that a Public Hearing was held on January 11, 2005 for the acquisition of the old Wasmer Elementary School property located at 1613 West Division Street. Mr. Walker stated the City had submitted a bid for \$180,100 on December 1, 2004 and the Grand Island School Board accepted the bid at their December 9, 2004 school board meeting. This property was to be used for storm water runoff with the upcoming project by the Nebraska Department of Roads to widen Second Street between Grant Street and Greenwich Street.

Motion by Hornady, second by Cornelius to approve Resolution #2005-58. Upon roll call vote, Councilmember's Meyer, Whitesides, Gilbert, Nickerson, Cornelius, Pauly, Hornady, Walker, and Haase voted aye. Councilmember Pielstick voted no. Motion adopted.

ADJOURNMENT: Adjourned the meeting at 9:00 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G4

**#2005-59 - Approving Final Plat and Subdivision Agreement for  
Martin's Third Subdivision**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
**Meeting:** March 8, 2005  
**Subject:** Martin's Third Subdivision - Final Plat  
**Item #'s:** G-4  
**Presenter(s):** Chad Nability

## Background

This final plat proposes to resubdivide lots 6 & 7 Martin's Second Subdivision into 3 lots. North of Old Potash Highway, and West of Webb Road.

## Discussion

This property is zoned B2-General Business zone. All of the lots meet the minimum requirements for the B2 zone. Sewer and Water are available or will be available to all lots upon extension of mains.

## Alternatives

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

1. Approve the final plat as presented
2. Modify the final plat to meet the wishes of the Council
3. Table the issue

## Recommendation

A motion was made by Amick and seconded by Miller to **approve** and recommend that the Grand Island City Council **approve** the final plat of Martin's Third Subdivision.

A roll call vote was taken and the motion passed with 10 members present (Amick, Haskins, O'Neill, Niemann, Miller, Eriksen, Ruge, Monter, Hayes, Wagoner) voting in favor.

## Sample Motion

Approve the Final Plat for Martin's Third Subdivision as presented.



Proposed  
Martin's 3rd Sub.

Martin's 3rd Sub.  
Wilmar Ave

LOCATION MAP

RESOLUTION 2005-59

WHEREAS, 281 & Old Potash L.L.C., a limited liability company, as owner, has caused to be laid out into lots, a tract of land comprising of Lot 6 and Lot 7 of Martin's Second Subdivision, located in the Southeast Quarter of the Southeast Quarter (SE1/4, SE1/4) of Section 13, Township 11 North, Range 10 West of the 6<sup>th</sup> P.M. in the city of Grand Island, Hall County, Nebraska, under the name of MARTIN'S THIRD SUBDIVISION, 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 MARTIN'S THIRD 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, March 8, 2005.

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G5

**#2005-60 - Approving Safe Haven Grant/Crisis Center  
Memorandum of Understanding**

Staff Contact: Joni Kuzma

# Council Agenda Memo

**From:** Joni Kuzma, Development Specialist

**Council Meeting:** March 8, 2005

**Subject:** Approving Memorandum of Understanding between The Crisis Center, Inc. and the City of Grand Island for a Department of Justice, Office on Violence Against Women, for an Implementation Grant

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

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

## Background

In January 2003, the Crisis Center, Inc. applied for a Safe Haven Supervised Visitation and Safe Exchange Program Grant from the U.S. Department of Justice for the development of a plan for implementation of a Safe Havens program. The grant funds were available to local governments that proposed to enter into a collaborative working relationship with state and local courts and a non-profit, non-governmental entity in the local community that provides local shelters and programs for domestic violence and sexual assault victims. The City of Grand Island served as the submitting entity on behalf of The Crisis Center.

The Planning grant award of \$119,983 was awarded in September 2003 with a grant period from October 1, 2003 through September 30, 2005. A Memorandum of Understanding between the Crisis Center and the City of Grand Island was approved by Council in December 2003 to carry out the requirements as outlined in the grant. Through this planning grant the Safe Haven Director, under supervision of the Crisis Center, administered grant funds, established a community-based advisory committee, created policies and procedures for the operation of a visitation and safe exchange center, provided documentation to the City regarding grant progress, submitted required reports to the Office on Violence Against Women and completed a needs assessment for the community.

## **Discussion**

The Safe Havens Planning Grant has enabled the Crisis Center to prepare for implementation of a Safe Havens: Supervised Visitation and Exchange Center. A 2005 grant application will be submitted to the Office on Violence against Women by March 10, 2005. A signed Memorandum of Understanding between the City and the Crisis Center, with the agreement that the Crisis Center will act as sub-grantee, is required for the grant application. This Memorandum will not be binding if the grant is not received.

## **Alternatives**

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

1. Approve the Memorandum of Understanding between the City and the Crisis Center and authorize the Mayor to sign related documents
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

## **Recommendation**

City Administration recommends that the Council approve the Memorandum of Understanding and authorize the Mayor to sign related documents.

## **Sample Motion**

Motion to approve the Memorandum of Understanding between the City and the Crisis Center and authorize the Mayor to sign related documents.

**MEMORANDUM OF UNDERSTANDING  
SAFE HAVENS: SUPERVISED VISITATION AND SAFE EXCHANGE GRANT  
REFERENCE GRANT APPLICATION NO.:**

The City of Grand Island, Hall County, Nebraska is the lead Safe Havens: Supervised Visitation and Safe Exchange Grant Program applicant, and supports The Crisis Center, Inc. in its efforts to implement and operate a supervised visitation and safe exchange center in our community. The City of Grand Island, Hall County, Nebraska enters into a Memorandum of Understanding (MOU) with The Crisis Center, Inc. (The Center), supervised visitation and safe exchange center and the Hall County Court system.

**I. History of Relationship**

The Crisis Center, Inc. began collaborating with the City of Grand Island, Hall County, Nebraska in 2001. Initially, the Director of the Crisis Center, Inc. contacted members from community agencies having a direct interest in the need for a supervised visitation and safe exchange center to serve on a planning committee. Once the project director was hired by The Center, additional agencies and members of the community were contacted to participate in the planning process. The committee expanded to its current seventeen members. Agencies who have participated in the planning phase of the project include, The City of Grand Island, The Crisis Center, Inc., The Grand Island Police Department, Health and Human Services, a representative from the Nebraska State Legislature, Heartland Court Appointed Special Advocates (CASA), the Child Advocacy Center, Central Health Center, a private supervised visitation service provider, two practicing mental health professionals, and two family law attorneys.

The planning committee has met on a monthly basis to discuss the provision of visitation services to victims of domestic violence. Throughout this relationship, The Crisis Center, Inc. has provided training as needed for the project director and planning committee members in the following areas: recognizing signs of domestic violence; methods and strategies for working with victims of domestic violence; and the potential impact of domestic violence on children and battered persons.

The supervised visitation and safe exchange center will accept referrals from The Crisis Center, the local court system, mental health professionals and the legal community for families in need of supervised visitation services. Additionally, the Community Consulting Committee and The Crisis Center, Inc. Board of Directors will continue to meet on a monthly basis to develop a comprehensive plan for building a larger collaboration focused on supporting domestic violence response and supervised visitation.

The partnering organizations' ultimate goal is the protection of domestic violence victims and their children in all settings. As a result, the City of Grand Island and The Crisis Center, Inc. through its supervised visitation and safe exchange program are striving to develop an expanded collaboration including child abuse and neglect organizations, law enforcement, courts, hospitals, legal advocates, families, and community groups. The Community Consulting Committee and The Crisis Center, Inc. Board of Directors has identified the local court system as a partner and a court representative has begun attending their monthly planning meetings. The group's immediate goal is to develop an awareness and understanding among potential collaborators of the unique circumstances surrounding supervised visitation in cases of domestic violence.

## **II. Development of Application**

Discussions regarding the collaborative effort that is proposed in the application and detailed in this Memorandum began in earnest in November, 2003. During their regular monthly meetings, the Consulting Committee members discussed elements of the application and the appropriate roles of each partner. The Visitation Project Director met with members of the Financial Resources Committee to develop a grant application as supplemented with key judicial and Crisis Center staff recommendations.

The Visitation Project Director also conducted an independent study of similar supervised visitation programs in other jurisdictions. Physical visits were made to visitation centers in Duluth, Minnesota; Yankton, South Dakota; and Toledo, Ohio. The Visitation Project Director initiated contact via telephone and e-mail with Program Directors at centers in Rapid City, South Dakota; Mitchell, South Dakota; Sioux Falls, South Dakota; Independence, Missouri; Kansas City, Kansas; and Bend, Oregon. This information enhanced the quality of proposed programmatic elements. Additionally, the Directors discussed the application process and expectations of the evolving collaboration with potential members. These representatives provided input during the initial development phase and feedback throughout the process. Recent meetings among the Executive Directors, City representatives and local court representatives have led to the agreement reflected in this Memorandum and the submission of the 2005 grant application.

## **III. Roles and Responsibilities**

### **The Crisis Center, Inc. - *Community Domestic Violence Agency***

- Provide co-leadership between the Executive Director of the Crisis Center, Inc. and the Visitation Project Director for all non-administrative duties related to developing an interagency collaboration among child abuse and neglect organizations, law enforcement, courts, hospitals, legal advocates

and community groups. Joint efforts will also include coordination of efforts in the areas of budget and financial stability; fundraising activities; and identification of grant resources specific to the needs of the visitation project implementation plan and to insure sustainability of the supervised visitation and safe exchange center.

- Provide up to three domestic violence awareness training sessions per year to supervised visitation and safe exchange center employees. Additional collaboration members will be invited to participate in these sessions.
- Refer all domestic violence victims with children, who are in need of supervised visitation or exchange services, to the supervised visitation and safe exchange center. The Crisis Center staff agrees to provide relevant case information to the staff of the supervised visitation and safe exchange center and to follow-up on the outcome of referrals.
- Promote training/education of local law enforcement agencies and court representatives regarding domestic violence issues and supervised visitation. The Crisis Center, Inc. may enter into agreements with these agencies as to the number of training sessions to be provided.

#### **Supervised Visitation and Safe Exchange Center**

- Dedicate 5 staff members and volunteers to providing supervised visitation services to families impacted by domestic violence, child abuse, sexual assault, and stalking.
- Provide facilities (e.g. rooms, enclosed playground, etc.) for the program service objectives.

#### **Visitation Project Director:**

- Support the growth of the collaborative effort and supervise all supervised visitation and safe exchange center activities.
- Submit program evaluation information to local and national evaluators as required by the grantor.
- Submit financial documentation for accounting as needed.
- Maintain confidentiality of individuals and families using supervised visitation and safe exchange center services.

**Hall County Court - Local Court System**

- **Submit referrals and relevant case information to the staff of the supervised visitation and safe exchange center, and follow-up on the outcome of the referrals.**
- **Provide training for collaboration partners on the legal system and its role in working with victims of domestic violence, child abuse, sexual assault and stalking.**
- **Designate a representative and alternate representative to participate in the collaboration meetings, as is currently taking place.**

**City of Grand Island, Hall County, Nebraska**

- **Act as the fiscal agent for the grant project and ensure compliance with the reporting requirements of the Office on Violence Against Women.**
- **Support the collaboration efforts of the project by providing a conference room for monthly partner meetings.**
- **Designate staff members from the Police Department and Community Projects Department to participate on the Community Consulting Committee.**

**IV. Time Line**

**The roles and responsibilities described above are contingent on the City of Grand Island, Hall County, Nebraska receiving the funds requested for this project in the OVW grant application. The beginning and ending dates of this collaborative effort would coincide with the grant period, anticipated to be 10/01/05 through 09/30/07.**

**APPROVAL**

**We, the undersigned have read and agree with this MOU. Further, we have reviewed the portion of the proposed project budget pertaining to the collaborative effort described here, and approve it.**

**By \_\_\_\_\_  
Ruby Tupper  
Visitation Project Director**

**By \_\_\_\_\_  
Shellie Pointer, Executive Director  
The Crisis Center Inc.**

**Date \_\_\_\_\_**

**Date \_\_\_\_\_**

By \_\_\_\_\_  
Mayor Jay Vavricek  
The City of Grand Island

Date \_\_\_\_\_

By \_\_\_\_\_  
Judge  
Hall County/District Court Judge(s)

Date \_\_\_\_\_

RESOLUTION 2005-60

WHEREAS, the Safe Havens Supervised Visitation and Exchange Grant Program provides an opportunity for communities to support supervised visitation and safe exchange of children, by and between parents, in situations involving domestic violence, child abuse, sexual assault, or stalking; and

WHEREAS, grant funding for such program is available to local governments that propose to enter into a collaborative working relationship with state and local courts and a nonprofit, nongovernmental entity in the local community that provides local shelters and programs for domestic violence and sexual assault victims; and

WHEREAS, the Crisis Center has requested assistance from the City of Grand Island in seeking funding to implement and operate a supervised visitation and safe exchange center in the community; and

WHEREAS, it is recommended that the City submit a grant application and related document to request funding on behalf of the Crisis Center through the Safe Havens Supervised Visitation and Safe Exchange Grant Program to expand services currently being provided by the Crisis Center; and

WHEREAS, a Memorandum of Understanding between the Crisis Center and the City of Grand Island is required to set out the responsibilities of each party with respect to use of the funding for implementation of grant goals and objectives; and

WHEREAS, the City Attorney has reviewed and approved such Memorandum of Understanding.

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

1. The City of Grand Island is hereby authorized to submit a grant application and related documentation to request funding on behalf of the Crisis Center from the Office of Justice Programs through the OJP Grants Management System for the Safe Havens Supervised Visitation and Safe Exchange Grant Program.
2. The Memorandum of Understanding between the Crisis Center and the City of Grand Island is hereby approved for the use of Safe Havens grant funds to implement and operate a supervised visitation and safe exchange center as outlined in the document.
3. That the Mayor is hereby authorized and directed to execute the grant application and the Memorandum of Understanding on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G6

**#2005-61 - Approving Bid Award for Sanitary Sewer  
Rehabilitation Project 2005-01-REHAB D1; Plum Street and  
Sutherland Street**

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

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

**Meeting:** March 8, 2005

**Subject:** Approving Bid Award for Sanitary Sewer Rehabilitation Project 2005-01-REHAB D1; Plum Street and Sutherland Street

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

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

## Background

On February 24, 2005 the Wastewater Division of the Public Works Department advertised for bids for Sanitary Sewer Rehabilitation Project 2005-01-Rehab D1 ; Plum Street and Sutherland Street.

## Discussion

Three bids were received and opened on March 3, 2005. The Wastewater Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

| <i>Bidder</i>               | <i>Exceptions</i> | <i>Bid Security</i>                 | <i>Bid Price</i> |
|-----------------------------|-------------------|-------------------------------------|------------------|
| Midlands Contracting, Inc.  | None              | US Fidelity & Guaranty Co.          | \$99,275.80      |
| General Excavating          | None              | Universal Surety Co.                | \$313,762.44     |
| Diamond Engineering Company | None              | Travelers Casualty & Surety Company | \$103,229.00     |

The engineers estimate for this project was \$160,000.00. There are sufficient funds in Account No. 53030050-85213 to fund this contract.

## **Alternatives**

1. Make a motion to approve awarding the bid to Midland Contracting, Inc. of Kearney, NE for Sanitary Sewer Rehabilitation Project 2005-01-Rehab D1 in the amount of \$99,275.80.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve awarding the bid and passing a resolution authorizing the Mayor to sign a contract with Midland Contracting Inc. of Kearney, NE, for the amount of \$99,275.80.

## **Sample Motion**

Move to approve the award of the contract to the lowest bidder, Midland Contracting Inc. of Kearney, NE for Sanitary Sewer Rehabilitation Project 2005-01-Rehab D1.



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 3, 2005 at 10:00 a.m.  
**FOR:** East Outfall Sewer Rehabilitation Project #2005-01-REHAB D1  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$160,000.00  
**FUND/ACCOUNT:** 53030050-85213  
**PUBLICATION DATE:** February 24, 2005  
**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

|                      |   |   |
|----------------------|---|---|
| <b>Bidder:</b>       | <b><u>Midlands Contracting, Inc.</u></b><br>Kearney, NE | <b><u>General Excavating</u></b><br>Lincoln, NE |
| <b>Bid Security:</b> | US Fidelity & Guaranty Co.                              | Universal Surety Co.                            |
| <b>Exceptions:</b>   | None  | None  |
| <b>Bid Price:</b>    | \$99,275.80   | \$313,762.44                                    |

|                      |   |
|----------------------|---|
| <b>Bidder:</b>       | <b><u>Diamond Engineering Co.</u></b><br>Grand Island, NE |
| <b>Bid Security:</b> | Travelers Casualty & Surety Co.                           |
| <b>Exceptions:</b>   | None  |
| <b>Bid Price:</b>    | \$103,229.00  |

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

Ben Thayer, Supt. of WWTP  
Gary Greer, City Administrator  
Laura Berthelsen, Legal Assistant

RESOLUTION 2005-61

WHEREAS, the City of Grand Island invited sealed bids for East Outfall Sewer Rehabilitation, Project 2005-01-Rehab D1, according to plans and specifications on file with the City Engineer; and

WHEREAS, on March 3, 2005, bids were received, opened and reviewed; and

WHEREAS, Midlands Contracting, Inc. of Kearney, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$99,275.80; and

WHEREAS, Midlands Contracting, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Midlands Contracting, Inc. of Kearney, Nebraska, in the amount of \$99,275.80 for East Outfall Sewer Rehabilitation, Project 2005-01-Rehab D1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G7

**#2005-62 - Approving Bid Award for Street Improvement District  
No. 1255; Independence Avenue, Shanna Street & Lariat Lane**

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

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

**Meeting:** March 8, 2005

**Subject:** Approving Bid Award for Street Improvement  
District 1255; Independence Avenue, Shanna  
Street & Lariat Lane

**Item #'s:** G-7

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

## Background

On February 4, 2005 the Engineering Division of the Public Works Department advertised for bids for Street Improvement District 1255.

## Discussion

Five bids were received and opened on February 22, 2005. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bids that were received. The bids were submitted in compliance with the contract, plans, and specifications with no exceptions. Two bidders made mathematical errors in their submittals. A summary of the bids is shown below.

| <i>Bidder</i>                    | <i>Exceptions</i> | <i>Bid Security</i>                        | <i>Total Bid</i>               |
|----------------------------------|-------------------|--|--------------------------------|
| A & R Construction Company       | None              | Universal Surety Company                   | \$416,354.66                   |
| Blessing Construction Company    | None              | Universal Surety Company                   | \$540,865.75                   |
| Diamond Engineering Company      | None              | Travelers Casualty                         | \$428,386.15                   |
| Castle Construction, Inc.        | None              | North American Specialty Insurance Company | \$438,741.48<br>**\$441,521.88 |
| M.E. Collins Contracting Company | None              | Universal Surety Company                   | \$439,732.24<br>**\$439,875.84 |

\*\*Indicates the actual bid with the mathematical error corrected by Public Works Staff. The engineer's opinion of cost for this project is \$584,684.10. There are sufficient funds available in the Public Works account No. 40033530-90061.

## **Alternatives**

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

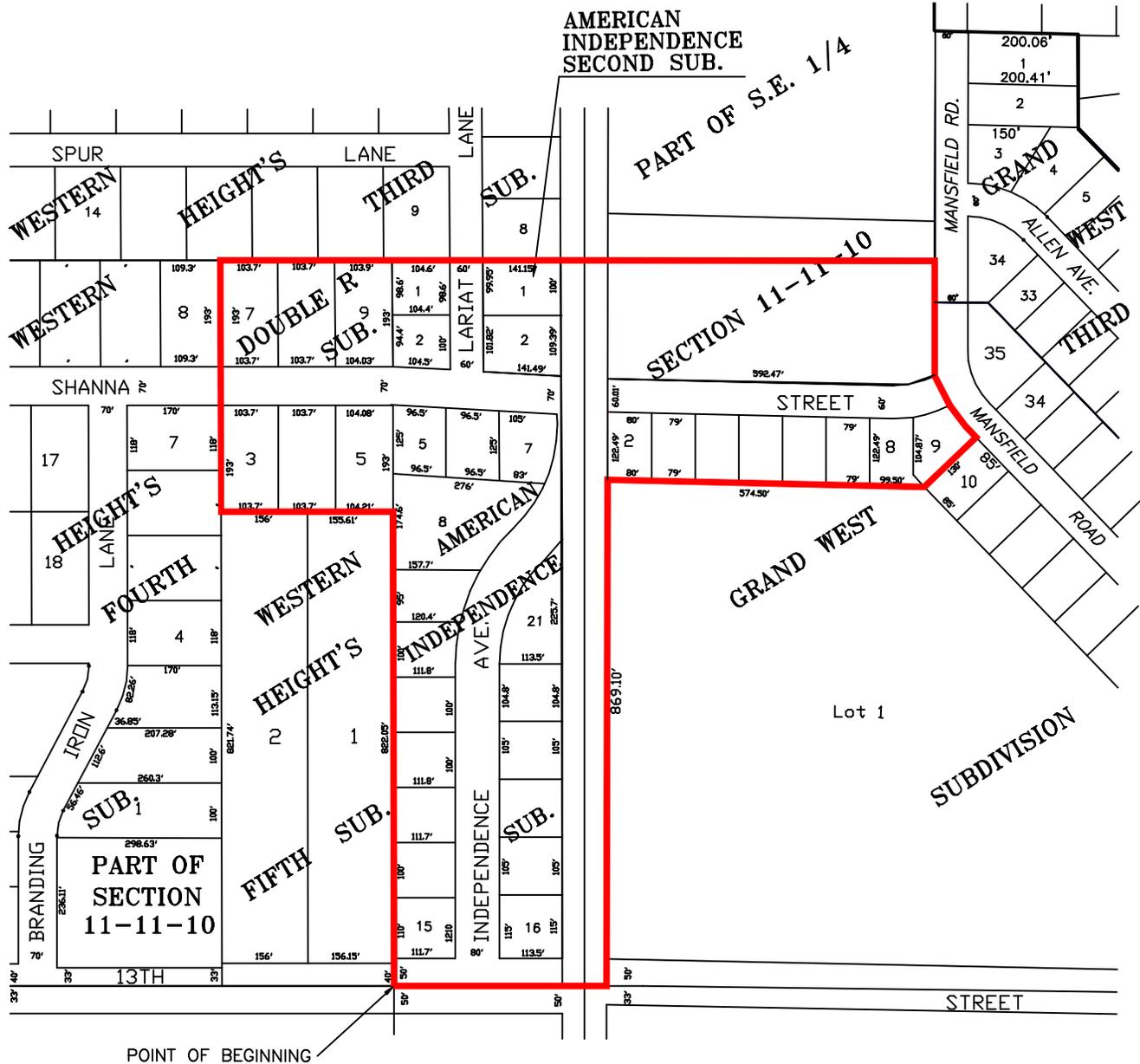
1. Approve awarding the contract for Street Improvement District 1255 to A & R Construction Company.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve awarding the contract for Street Improvement District 1255 to A & R Construction Co., of Plainview, Nebraska, for the amount of \$416,354.66.

## **Sample Motion**

Move to approve the award of the contract to A & R Construction Co., of Plainview, Nebraska for Street Improvement District 1255.



# EXHIBIT "A"

STREET IMPROVEMENT DISTRICT NO. 1255


**CITY OF GRAND ISLAND**  
 PUBLIC WORKS DEPARTMENT

DATE: 10/12/04  
 DRN BY: L.D.C.  
 SCALE: 1"=300'

PLAT ACCOMPANY ORDINANCE  
 NO. 8938



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 22, 2005 at 11:00 p.m.  
**FOR:** Street Improvement District No. 1255  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$584,684.10  
**FUND/ACCOUNT:** 40033530-90061  
**PUBLICATION DATE:** February 4, 2005  
**NO. POTENTIAL BIDDERS:** 16

**SUMMARY**

|                      |   |   |
|----------------------|---|---|
| <b>Bidder:</b>       | <b><u>A &amp; R Construction Co.</u></b><br>Plainview, NE     | <b><u>Blessing Construction</u></b><br>Kearney, NE      |
| <b>Bid Security:</b> | Universal Surety Company                                      | Universal Surety Company                                |
| <b>Exceptions:</b>   | None  | None  |
| <b>Bid Price:</b>    | \$416,354.66  | \$540,865.75  |
| <b>Bidder:</b>       | <b><u>Diamond Engineering Co.</u></b><br>Grand Island, NE     | <b><u>Castle Construction, Inc.</u></b><br>Columbus, NE |
| <b>Bid Security:</b> | Travelers Casualty  | North American Specialty Ins. Co.                       |
| <b>Exceptions:</b>   | None  | None  |
| <b>Bid Price:</b>    | \$428,386.15  | \$438,741.48  |
| <b>Bidder:</b>       | <b><u>M.E. Collins Contracting Co., Inc.</u></b><br>Wahoo, NE |   |
| <b>Bid Security:</b> | Universal Surety Company                                      |   |
| <b>Exceptions:</b>   | None  |   |
| <b>Bid Price:</b>    | \$439,732.24  |   |

RESOLUTION 2005-62

WHEREAS, the City of Grand Island invited sealed bids for Street Improvement District No. 1255 located in Independence Avenue, Lariat Lane and Shanna Street, according to plans and specifications on file with the City Engineer; and

WHEREAS, on February 22, 2005, bids were received, opened and reviewed; and

WHEREAS, A & R Construction Co. of Plainview, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$416,354.66; and

WHEREAS, A & R Construction Co.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of A & R Construction Co. of Plainview, Nebraska, in the amount of \$415,354.66 for Street Improvement District No. 1255 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G8

**#2005-63 - Approving the Nebraska Department of Roads Right-Of-Way Certificate for the Construction of the Northbound Bridges on South Locust Street**

Staff Contact: Steven P. Riehle, Public Works Director

# **Council Agenda Memo**

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

**Meeting:** March 8, 2005

**Subject:** Approving the Nebraska Department of Roads Right-of-Way Certificate for the South Locust Bridges - Northbound Lanes Federal-Aid Project

**Item #'s:** G-8

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

## **Background**

The northbound bridges over the two branches of the Platte River north of I-80 will be built using the city's Federal Surface Transportation Project (STP) funds. The city will open bids for the project and administer the construction contract. Plans and specifications for the bridges were submitted to the Nebraska Department of Roads in February 2005.

## **Discussion**

In order to proceed with the bid letting process, the Right-of-Way certificate must be signed and furnished to the Department of Roads. The certificate is to certify that no new right-of-way was required on the project. All of the necessary Right-of-Way for these two bridges was acquired as part of the counties project that graded the roadway.

## **Alternatives**

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

1. Make a motion to approve authorization for the Mayor to sign the certificate.
2. Refer the issue to a committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve authorizing the Mayor to sign the Right-of-Way certificate.

## **Sample Motion**

Move to approve signing the Right-of-Way certificate.

# Right of Way Certificate for County or City Federal-Aid Highway Project

*(This certificate must be furnished to the Department of Roads  
before a project can be advertised for letting.)*

To: The Nebraska Department of Roads

Federal-Aid Project No.: 2235(4)

Name of Project: South Locust Bridges - Northbound Lanes

Description of Project: Construction of 2 bridges on proposed northbound lanes of  
Locust Street from Interstate 80, Interchange 314 to Grand Island, NE

This is to certify that **No** new right of way was required on the above captioned project.

All encroachments, including improvements and signs, No Encroachments  
*(No Encroachments / have / have not)*

been removed from the right of way or provisions ----- been made for  
*(have / have not)*

their removal by -----  
*(Date)*

CITY OF -----

CERTIFIED BY: -----

-----  
*(Title)*

ATTEST:

-----  
*(City Clerk)*

If there are encroachments, list on the reverse.

**This certificate to be used only when no additional right of way is needed to complete  
the project.**

RESOLUTION 2005-63

WHEREAS, the City of Grand Island is responsible for constructing northbound bridges over the two branches of the Platte River north of Interstate 80 on South Locust Street; and

WHEREAS, since such project will be completed using the city's Federal Surface Transportation Project (STP) funds, the Department of Roads requires a certification that no new right-of-way will be necessary to complete such project; and

WHEREAS, all right-of-way necessary for this project was acquired by Hall County in order to grade the roadway.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the certificate stating that no new right-of-way is required to construct northbound bridges over the two branches of the Platte River north of Interstate 80 on South Locust Street in accordance with Department of Roads Project No. STPAA-2235(4), Control No. 42169.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G9

**#2005-64 - Approving Certificate of Final Completion for Street Improvement District 1221; South Locust Street from US HWY 34 to Stolley Park Road**

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

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

**Meeting:** March 8, 2005

**Subject:** Approving Certificate of Final Completion for Street Improvement District 1221 and Setting Board of Equalization Date; South Locust Street from US HWY 34 to Stolley Park Road

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

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

## Background

The contract for Street Improvement District 1221 was awarded to The Diamond Engineering Company of Grand Island, NE on November 21, 2000. Work was completed in fall 2002.

## Discussion

Street Improvement District 1221 was completed in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications. Costs for the project break down as follows:

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

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

## **Alternatives**

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

1. Move to approve final completion and schedule the Board of Equalization.
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 Certificate of Final Completion for Street Improvement District 1221 and set the Board of Equalization date of April 12, 2005.

## **Sample Motion**

Move to approve the Certificate of Final Completion and set the Board of Equalization hearing for Street Improvement District 1221.

# ENGINEER'S CERTIFICATE OF FINAL COMPLETION

## STREET IMPROVEMENT DISTRICT 1221

CITY OF GRAND ISLAND, NEBRASKA

March 8, 2005

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that construction of STREET IMPROVEMENT DISTRICT NO. 1221 has been fully completed by The Diamond Engineering Company of Grand Island, NE under the contract dated December 7, 2000. The construction of this street improvement district has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work regarding this Street Improvement project is hereby accepted for the City of Grand Island, Nebraska, by me as Director of Public Works in accordance with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

### District No. 1221, South Locust Street from US HWY 34 to Stolley Park Road

| Item  | Description                            | Quantity  | Unit | Unit Price | Total Price         |
|---|--|-----------|------|------------|---------------------|
| <b>Section A-Grading &amp; Pavement Removal</b> |  |           |      |            |                     |
| 1   | Remove Pavement                        | 33,153.90 | sy   | \$2.85     | \$94,488.62         |
| 2   | Remove Driveway & Parking Lot Pavement | 20,590.80 | sy   | \$2.85     | \$58,683.78         |
| 3   | Sawing                                 | 18,316.50 | lf   | \$2.20     | \$40,296.30         |
| 4   | Remove Tree                            | 86.00     | ea   | \$95.00    | \$8,170.00          |
| 5   | Remove Foundation                      | 88.00     | ea   | \$185.00   | \$16,280.00         |
| 6   | Remove Concrete Median Surfacing       | 1,018.60  | sy   | \$3.00     | \$3,055.80          |
| 7   | Remove Sidewalk                        | 10,619.30 | sf   | \$0.30     | \$3,185.79          |
| 8   | Remove Fence                           | 879.10    | lf   | \$1.15     | \$1,010.97          |
| 9   | Remove & Relocate Mailboxes            | 5.00      | ea   | \$54.00    | \$270.00            |
| 10  | Remove Posts                           | 22.00     | ea   | \$65.00    | \$1,430.00          |
| 11  | Remove Curb                            | 788.50    | lf   | \$2.40     | \$1,892.40          |
| 12  | Remove Guardrail                       | 240.00    | lf   | \$2.55     | \$612.00            |
| 13  | Earthwork Measured in Embankment       | 7,218.00  | cy   | \$6.20     | \$44,751.60         |
| 14  | Overexcavation                         | 2,475.00  | cy   | \$5.50     | \$13,612.50         |
| 15  | Clearing and Grubbing                  | 1.00      | ls   | \$5,000.00 | \$5,000.00          |
| 15a   | Remove Retaining Wall                  | 464.50    | ls   | \$3.85     | <u>\$1,788.33</u>   |
| <b>SUBTOTAL FOR BID SECTION A:</b>              |  |           |      |            | <b>\$294,528.08</b> |
| <b>Section B- Pavement Construction</b>         |  |           |      |            |                     |
| 16  | 10" P.C. Concrete Pavement             | 37,064.10 | sy   | \$29.85    | \$1,106,363.39      |

|     |  |           |     |          |              |
|-----|--|-----------|-----|----------|--------------|
| 17  | 10" High Early Strength P.C. Concrete Pavement         | 1,957.20  | sy  | \$34.10  | \$66,740.52  |
| 18  | 6" P.C. Concrete Driveway                              | 5,954.20  | sy  | \$25.40  | \$151,236.68 |
| 19  | 6" High Early Strength P.C. Concrete Driveway          | 243.60    | sy  | \$27.70  | \$6,747.72   |
| 20  | 4" P.C. Concrete Sidewalk                              | 44,809.80 | sf  | \$2.40   | \$107,543.52 |
| 21  | 6" P.C. Concrete Pavement (For Street Construction)    | 1,532.20  | sy  | \$22.45  | \$34,397.89  |
| 22  | 6" P.C. Concrete Pavement (For Parking Lot Const.)     | 2,846.90  | sy  | \$25.55  | \$72,738.30  |
| 23  | 6" High Early Strength P.C. Concrete (For Parking Lot) | 202.80    | sy  | \$28.50  | \$5,779.80   |
| 24  | Combination Concrete Curb & Gutter                     | 6,243.10  | lf  | \$8.50   | \$53,066.35  |
| 25  | Class 47B-3000 or AX-3000 Conc. For Retaining Walls    | 0.00      | cy  | \$550.00 | \$0.00       |
| 26  | Reinforcing Steel For Retaining Walls                  | 0.00      | lbs | \$0.64   | \$0.00       |
| 27  | 4" Concrete Median Surfacing                           | 3,683.30  | sf  | \$3.20   | \$11,786.56  |
| 28  | Concrete Barrier Curb                                  | 285.00    | lf  | \$14.95  | \$4,260.75   |
| 29  | Patrician Style Railing                                | 0.00      | lf  | \$58.35  | \$0.00       |
| 30  | Adjust Manhole to Grade                                | 15.00     | ea  | \$220.00 | \$3,300.00   |
| 31  | Asphaltic Concrete Pavement                            | 1,862.38  | tn  | \$43.15  | \$80,361.70  |
| 32  | Asphaltic Concrete, Type SPS                           | 0.00      | tn  | \$63.65  | \$0.00       |
| 33  | Concrete Curb, Type 1                                  | 135.00    | lf  | \$10.35  | \$1,397.25   |
| 34  | Gravel Surface Course                                  | 185.62    | cy  | \$7.75   | \$1,438.56   |
| 35  | Concrete Header  | 68.00     | lf  | \$15.60  | \$1,060.80   |
| 36  | Tie Bars   | 102.00    | ea  | \$4.00   | \$408.00     |
| 37  | 4" White Preformed Plastic Pavement Marking, Type-4    | 3,739.00  | lf  | \$3.10   | \$11,590.90  |
| 38  | 8" White Preformed Plastic Pavement Marking, Type-4    | 40.00     | lf  | \$6.15   | \$246.00     |
| 39  | 12" White Preformed Plastic Pavement Marking, Type-4   | 2,303.00  | lf  | \$9.25   | \$21,302.75  |
| 40  | 4" Yellow Preformed Plastic Pavement Marking, Type-4   | 11,084.00 | lf  | \$3.10   | \$34,360.40  |
| 41  | Arrow, Preformed Plastic Pavement Marking, Type-4      | 33.00     | ea  | \$305.00 | \$10,065.00  |
| 42  | 'Only', Preformed Plastic Pavement Marking, Type-4     | 6.00      | ea  | \$305.00 | \$1,830.00   |
| 42a | Modular Block Retaining Wall                           | 26.00     | sf  | \$17.15  | \$445.90     |

**SUB TOTAL FOR BID SECTION B:**

\$1,788,468.72

**Section C- Drainage Removals**

|    |   |          |    |             |                    |
|----|---|----------|----|-------------|--------------------|
| 43 | Remove Existing Storm Sewer Pipe > 24"              | 1,825.30 | lf | \$3.95      | \$7,209.94         |
| 44 | Remove Existing Concrete Box Culv. at Sta. 112+35.6 | 1.00     | ea | \$5,290.00  | \$5,290.00         |
| 45 | Remove Existing Storm Sewer Pipe < 24"              | 2,523.30 | lf | \$3.95      | \$9,967.04         |
| 46 | Flowable Fill                                       | 131.80   | cy | \$58.00     | \$7,644.40         |
| 47 | Remove Existing Driveway Culvert Pipe               | 338.60   | lf | \$3.70      | \$1,252.82         |
| 48 | Remove Inlet, Complete                              | 20.00    | ea | \$150.00    | \$3,000.00         |
| 49 | Remove Manhole, Complete                            | 10.00    | ea | \$215.00    | \$2,150.00         |
| 50 | Remove Junction Box                                 | 4.00     | ea | \$140.00    | \$560.00           |
| 51 | Remove F.E.S.                                       | 8.00     | ea | \$67.00     | \$536.00           |
| 52 | Remove Existing Structure At Sta. 130+01.64         | 1.00     | ea | \$10,800.00 | <u>\$10,800.00</u> |

**SUB TOTAL FOR BID SECTION C:**

\$48,410.19

**Section D- Drainage Construction**

|    |   |          |     |            |             |
|----|---|----------|-----|------------|-------------|
| 53 | Class 47B-3000 or 3000-AX Conc. For Collars, Elbows | 5.08     | cy  | \$375.00   | \$1,905.00  |
| 54 | Reinforcing Steel For Collars, Elbow Or Plugs       | 568.00   | lbs | \$0.88     | \$499.84    |
| 55 | Class 47B-3000 Or AX-3000 Concrete For Headwalls    | 26.60    | cy  | \$560.00   | \$14,896.00 |
| 56 | Reinforcing Steel For Headwalls                     | 3,793.00 | lbs | \$0.85     | \$3,224.05  |
| 57 | Pipe Railing  | 80.50    | lf  | \$45.00    | \$3,622.50  |
| 58 | Steel Sheet Piling                                  | 345.00   | sf  | \$10.40    | \$3,588.00  |
| 59 | Trash Grate At Headwall                             | 1.00     | ea  | \$3,875.00 | \$3,875.00  |

|     |   |           |     |             |              |
|-----|---|-----------|-----|-------------|--------------|
| 60  | Shoring For 54" Storm Sewer Pipe                    | 1.00      | ls  | \$23,750.00 | \$23,750.00  |
| 61  | Curb Inlet, Plan 126-A                              | 79.00     | ea  | \$1,220.00  | \$96,380.00  |
| 62  | Area Inlet Type 'F'                                 | 40.00     | ea  | \$1,240.00  | \$49,600.00  |
| 63  | Area Inlet Type 'H'                                 | 12.00     | ea  | \$1,865.00  | \$22,380.00  |
| 64  | Fabric Silt Fence, Low Porosity                     | 342.00    | lf  | \$3.35      | \$1,145.70   |
| 65  | Reconstruct Sanitary Sewer Line                     | 1.00      | ea  | \$835.00    | \$835.00     |
| 66  | Dewatering For Storm Sewer                          | 0.00      | lf  | \$0.01      | \$0.00       |
| 67  | Class 47B-3000 or 3000 AX Concrete For Box Culverts | 122.20    | cy  | \$323.00    | \$39,470.60  |
| 68  | Reinforcing Steel For Box Culverts                  | 22,635.00 | lbs | \$0.57      | \$12,901.95  |
| 69  | 60" R.C. Culvert Pipes                              | 224.00    | lf  | \$174.10    | \$38,998.40  |
| 70  | 60" R.C. Flared End Section                         | 4.00      | ea  | \$1,760.00  | \$7,040.00   |
| 71  | 36" R.C. Flared End Section With Grate              | 2.00      | ea  | \$1,300.00  | \$2,600.00   |
| 72  | 24" R.C. Flared End Section With Grate              | 3.00      | ea  | \$865.00    | \$2,595.00   |
| 73  | 12" Reinforced Concrete Sewer Pipe                  | 146.00    | lf  | \$22.55     | \$3,292.30   |
| 74  | 15" Reinforced Concrete Sewer Pipe                  | 3,409.00  | lf  | \$22.65     | \$77,213.85  |
| 75  | 18" Reinforced Concrete Sewer Pipe                  | 1,108.00  | lf  | \$26.25     | \$29,085.00  |
| 76  | 24" Reinforced Concrete Sewer Pipe                  | 1,107.00  | lf  | \$35.40     | \$39,187.80  |
| 77  | 30" Reinforced Concrete Sewer Pipe                  | 704.00    | lf  | \$50.20     | \$35,340.80  |
| 78  | 36" Reinforced Concrete Sewer Pipe                  | 1,952.00  | lf  | \$63.75     | \$124,440.00 |
| 79  | 42" Reinforced Concrete Sewer Pipe                  | 677.00    | lf  | \$83.35     | \$56,427.95  |
| 80  | 54" Reinforced Concrete Sewer Pipe                  | 234.00    | lf  | \$142.00    | \$33,228.00  |
| 81  | 18" Arch Reinforced Concrete Sewer Pipe             | 113.00    | lf  | \$38.45     | \$4,344.85   |
| 82  | 21" Arch Reinforced Concrete Sewer Pipe             | 0.00      | lf  | \$67.70     | \$0.00       |
| 83  | 24" Arch Reinforced Concrete Sewer Pipe             | 352.00    | lf  | \$61.95     | \$21,806.40  |
| 84  | 30" Arch Reinforced Concrete Sewer Pipe             | 614.00    | lf  | \$81.75     | \$50,194.50  |
| 85  | 36" Arch Reinforced Concrete Sewer Pipe             | 403.00    | lf  | \$101.15    | \$40,763.45  |
| 86  | 48" Arch Reinforced Concrete Sewer Pipe             | 321.00    | lf  | \$155.50    | \$49,915.50  |
| 87  | 15" C.M.P.  | 0.00      | lf  | \$19.65     | \$0.00       |
| 88  | 18" C.M.P.  | 36.00     | lf  | \$18.75     | \$675.00     |
| 89  | 36" C.M.P.  | 0.00      | lf  | \$35.40     | \$0.00       |
| 90  | 30" Arch C.M.P.                                     | 0.00      | lf  | \$37.85     | \$0.00       |
| 91  | 36" Temporary C.M. Culvert Pipe                     | 0.00      | lf  | \$41.50     | \$0.00       |
| 92  | Rock Rip-Rap, Type B                                | 77.00     | tn  | \$34.40     | \$2,648.80   |
| 93  | Erosion Control, Type 'HV'                          | 2,235.00  | sy  | \$1.60      | \$3,576.00   |
| 94  | 36" Flood Control Gate                              | 1.00      | ea  | \$3,290.00  | \$3,290.00   |
| 95  | 42" Flood Control Gate                              | 1.00      | ea  | \$4,210.00  | \$4,210.00   |
| 96  | Manhole At Sta. 100+85.00 82.0' LT.                 | 1.00      | ea  | \$2,410.00  | \$2,410.00   |
| 97  | Manhole At Sta. 104+00.00 40.0' LT.                 | 1.00      | ea  | \$3,210.00  | \$3,210.00   |
| 98  | Manhole At Sta. 104+40.00 39.0' RT.                 | 1.00      | ea  | \$3,875.00  | \$3,875.00   |
| 99  | Manhole At Sta. 105+83.50 39.0' RT.                 | 1.00      | ea  | \$3,250.00  | \$3,250.00   |
| 100 | Manhole At Sta. 106+40.00 38.5' RT.                 | 1.00      | ea  | \$3,955.00  | \$3,955.00   |
| 101 | Manhole At Sta. 106+56.00 66.0' RT.                 | 1.00      | ea  | \$4,640.00  | \$4,640.00   |
| 102 | Manhole At Sta. 108+25.00 44.5' RT.                 | 1.00      | ea  | \$2,265.00  | \$2,265.00   |
| 103 | Manhole At Sta. 111+68.00 70.0' LT.                 | 1.00      | ea  | \$4,850.00  | \$4,850.00   |
| 104 | Manhole At Sta. 117+88.00 12.0' LT.                 | 1.00      | ea  | \$2,455.00  | \$2,455.00   |
| 105 | Manhole At Sta. 118+15.00 12.0' LT.                 | 1.00      | ea  | \$2,445.00  | \$2,445.00   |
| 106 | Manhole At Sta. 119+06.00 12.0' LT.                 | 1.00      | ea  | \$2,445.00  | \$2,445.00   |
| 107 | Manhole At Sta. 120+01.00 12.0' LT.                 | 1.00      | ea  | \$2,585.00  | \$2,585.00   |
| 108 | Manhole At Sta. 121+62.00 12.0' LT.                 | 1.00      | ea  | \$2,685.00  | \$2,685.00   |
| 109 | Manhole At Sta. 121+06.00 33.1' RT.                 | 0.00      | ea  | \$2,280.00  | \$0.00       |
| 110 | Manhole At Sta. 122+75.00 12.0' LT.                 | 1.00      | ea  | \$2,615.00  | \$2,615.00   |
| 111 | Manhole At Sta. 124+03.00 33.1' RT.                 | 0.00      | ea  | \$2,300.00  | \$0.00       |

|     |                           |            |      |    |            |                   |
|-----|---------------------------|------------|------|----|------------|-------------------|
| 112 | Manhole At Sta. 124+25.00 | 12.0' LT.  | 1.00 | ea | \$2,535.00 | \$2,535.00        |
| 113 | Manhole At Sta. 125+40.00 | 12.0' LT.  | 1.00 | ea | \$3,105.00 | \$3,105.00        |
| 114 | Manhole At Sta. 125+50.00 | 34.5' RT.  | 1.00 | ea | \$4,660.00 | \$4,660.00        |
| 115 | Manhole At Sta. 133+11.00 | 12.0' RT.  | 1.00 | ea | \$2,525.00 | \$2,525.00        |
| 116 | Manhole At Sta. 135+50.30 | 12.0' RT.  | 1.00 | ea | \$2,315.00 | \$2,315.00        |
| 117 | Manhole At Sta. 137+30.00 | 12.0' RT.  | 1.00 | ea | \$2,430.00 | \$2,430.00        |
| 118 | Manhole At Sta. 138+25.00 | 12.0' RT.  | 1.00 | ea | \$2,305.00 | \$2,305.00        |
| 119 | Manhole At Sta. 139+45.00 | 12.0' RT.  | 1.00 | ea | \$2,275.00 | \$2,275.00        |
| 120 | Manhole At Sta. 141+55.00 | 12.0' RT.  | 1.00 | ea | \$3,205.00 | \$3,205.00        |
| 121 | Manhole At Sta. 141+55.00 | 12.0' LT.  | 1.00 | ea | \$2,810.00 | \$2,810.00        |
| 122 | Manhole At Sta. 142+20.00 | 12.0' LT.  | 1.00 | ea | \$1,990.00 | \$1,990.00        |
| 123 | Manhole At Sta. 146+30.00 | 12.0' RT.  | 1.00 | ea | \$2,845.00 | \$2,845.00        |
| 124 | Manhole At Sta. 148+90.00 | 12.0' RT.  | 1.00 | ea | \$2,830.00 | \$2,830.00        |
| 125 | Manhole At Sta. 150+20.00 | 12.0' RT.  | 1.00 | ea | \$2,280.00 | \$2,280.00        |
| 126 | Manhole At Sta. 150+51.30 | 138.5' LT. | 1.00 | ea | \$2,010.00 | \$2,010.00        |
| 127 | Manhole At Sta. 106+55.72 | 278.0' RT. | 1.00 | ea | \$3,625.00 | <u>\$3,625.00</u> |

**SUB TOTAL FOR BID SECTION D:**

**\$996,377.24**

**Section E- Bridge Items**

|     |   |  |            |     |             |                   |
|-----|---|--|------------|-----|-------------|-------------------|
| 128 | Remove Existing Structure At Sta. 127+49.73         |  | 1.00       | ea  | \$15,175.00 | \$15,175.00       |
| 129 | Abutment No. 1 Excavation                           |  | 1.00       | ls  | \$2,410.00  | \$2,410.00        |
| 130 | Abutment No. 2 Excavation                           |  | 1.00       | ls  | \$2,410.00  | \$2,410.00        |
| 131 | Excavation (Established Quantity)                   |  | 2,500.00   | cy  | \$3.45      | \$8,625.00        |
| 132 | Class 47B-3000 Concrete For Bridges                 |  | 167.00     | cy  | \$345.00    | \$57,615.00       |
| 133 | Class 47BD-4000 Concrete For Bridges                |  | 431.80     | cy  | \$344.00    | \$148,539.20      |
| 134 | Concrete For Pavement Approaches                    |  | 301.00     | cy  | \$174.00    | \$52,374.00       |
| 135 | Epoxy Coated Reinforcing Steel                      |  | 124,620.00 | lbs | \$0.60      | \$74,772.00       |
| 136 | Epoxy Coated Reinforcing Steel For Pave. App. Slabs |  | 31,085.00  | lbs | \$0.60      | \$18,651.00       |
| 137 | Concrete Piling                                     |  | 3,360.00   | lf  | \$30.65     | \$102,984.00      |
| 138 | Granular Backfill                                   |  | 240.00     | cy  | \$11.80     | \$2,832.00        |
| 139 | Steel Sheet Piling                                  |  | 3,230.00   | sf  | \$10.90     | \$35,207.00       |
| 140 | Type 'A' Rock Rip-Rap                               |  | 1,125.00   | tn  | \$26.85     | \$30,206.25       |
| 141 | Type 'B' Rock Rip-Rap                               |  | 200.00     | tn  | \$27.55     | \$5,510.00        |
| 142 | Structural Steel For Substructure                   |  | 1,290.00   | lbs | \$2.30      | \$2,967.00        |
| 143 | Pedestrian Railing (Chain Link Type)                |  | 282.00     | lf  | \$60.20     | \$16,976.40       |
| 144 | Temporary Bridge Shoring                            |  | 1.00       | ls  | \$6,350.00  | \$6,350.00        |
| 145 | Bridge Shoring                                      |  | 1.00       | ls  | \$7,650.00  | \$7,650.00        |
| 146 | Test Pile   |  | 2.00       | ea  | \$2,125.00  | <u>\$4,250.00</u> |

**SUB TOTAL FOR BID SECTION E:**

**\$595,503.85**

**Section F- Lighting & Traffic Signal**

|     |  |  |        |    |            |              |
|-----|--|--|--------|----|------------|--------------|
| 147 | Remove & Replace 6" Concrete Pavement          |  | 0.00   | sy | \$31.75    | \$0.00       |
| 148 | Remove Combination Mast Arm & Lighting Pole    |  | 2.00   | ea | \$250.00   | \$500.00     |
| 149 | Remove Mast Arm Signal Pole                    |  | 2.00   | ea | \$200.00   | \$400.00     |
| 150 | Remove Foundation                              |  | 4.00   | ea | \$550.00   | \$2,200.00   |
| 151 | Remove Controller Cabinet & Foundation         |  | 2.00   | ea | \$280.00   | \$560.00     |
| 152 | Remove Pull Box                                |  | 10.00  | ea | \$80.00    | \$800.00     |
| 153 | Street Lighting Unit, Type SL-D-40-12-0.40     |  | 47.00  | ea | \$1,405.00 | \$66,035.00  |
| 154 | Pedestrian Lighting Unit, Type PL-D-14-C-0.175 |  | 113.00 | ea | \$1,525.00 | \$172,325.00 |
| 155 | Pull Box                                       |  | 14.00  | ea | \$330.00   | \$4,620.00   |

|     |  |           |    |            |                 |
|-----|--|-----------|----|------------|-----------------|
| 156 | Pull Box, Type PB-2                                | 9.00      | ea | \$630.00   | \$5,670.00      |
| 157 | 1" Conduit In Trench                               | 391.00    | lf | \$2.05     | \$801.55        |
| 158 | 2" Conduit In Trench                               | 8,498.00  | lf | \$2.60     | \$22,094.80     |
| 159 | 2" Conduit Under Roadway                           | 2,362.00  | lf | \$4.20     | \$9,920.40      |
| 160 | 3" Conduit In Trench                               | 81.00     | lf | \$6.15     | \$498.15        |
| 161 | 4" Conduit In Trench                               | 116.00    | lf | \$2.90     | \$336.40        |
| 162 | 4" Conduit Under Roadway                           | 197.00    | lf | \$4.05     | \$797.85        |
| 163 | 4" Conduit Jacked Under Roadway                    | 30.00     | lf | \$24.00    | \$720.00        |
| 164 | Temporary Traffic Signal                           | 2.00      | ea | \$4,200.00 | \$8,400.00      |
| 165 | Street Lighting Cable, No. 6 USE                   | 519.00    | lf | \$0.40     | \$207.60        |
| 166 | #6 Grounding Conductor                             | 173.00    | lf | \$1.50     | \$259.50        |
| 167 | Pedestrian Signal, Type PS-1                       | 6.00      | ea | \$325.00   | \$1,950.00      |
| 168 | Pedestrian Push Button, Type PPD                   | 10.00     | ea | \$95.00    | \$950.00        |
| 169 | 12/C #14 AWG Traffic Signal Cable                  | 534.00    | lf | \$1.15     | \$614.10        |
| 170 | 5/C #14 AWG Traffic Signal Cable                   | 754.00    | lf | \$0.90     | \$678.60        |
| 171 | 3/C Pedestrian Push Button Lead-In Cable           | 644.00    | lf | \$0.60     | \$386.40        |
| 172 | 2/C #14 AWG Detector Lead-In Cable                 | 3,033.00  | lf | \$0.30     | \$909.90        |
| 173 | Vehicle Detector, Type TD-3                        | 1.00      | ea | \$352.00   | \$352.00        |
| 174 | Vehicle Detector, Type 'A' Saw Cut                 | 6.00      | ea | \$495.00   | \$2,970.00      |
| 175 | Vehicle Detector, Type 'A' Preformed               | 8.00      | ea | \$125.00   | \$1,000.00      |
| 176 | Comb. Mast Arm Signal & Light Pole, Type CMP 55-12 | 1.00      | ea | \$6,140.00 | \$6,140.00      |
| 177 | Comb. Mast Arm Signal & Light Pole, Type CMP 50-12 | 1.00      | ea | \$5,900.00 | \$5,900.00      |
| 178 | Mast Arm Signal Pole, Type MP-30                   | 2.00      | ea | \$2,540.00 | \$5,080.00      |
| 179 | Traffic Signal, Type TS-1                          | 8.00      | ea | \$360.00   | \$2,880.00      |
| 180 | Traffic Signal Controller, Type TC-NEMA            | 2.00      | ea | \$5,440.00 | \$10,880.00     |
| 181 | Traffic Signal, Type TS-1LL                        | 2.00      | ea | \$560.00   | \$1,120.00      |
| 182 | 1/0 THWN Cable                                     | 4,440.00  | lf | \$0.95     | \$4,218.00      |
| 183 | #2 THWN Cable                                      | 15,233.00 | lf | \$0.60     | \$9,139.80      |
| 184 | #4 THWN Cable                                      | 17,356.00 | lf | \$0.45     | \$7,810.20      |
| 185 | #6 THWN Cable                                      | 31,325.00 | lf | \$0.30     | \$9,397.50      |
| 186 | #12 THWN Cable                                     | 1,104.00  | lf | \$0.20     | \$220.80        |
| 187 | #10 Grounding Conductor                            | 33,951.00 | lf | \$0.14     | \$4,753.14      |
| 188 | #12 Grounding Conductor                            | 552.00    | lf | \$0.14     | \$77.28         |
| 189 | Pedestrian Lighting Control Center                 | 4.00      | ea | \$1,200.00 | \$4,800.00      |
| 190 | Street Lighting Control Center                     | 4.00      | ea | \$1,200.00 | \$4,800.00      |
| 191 | Traffic Controller Power Center                    | 2.00      | ea | \$400.00   | <u>\$800.00</u> |

**SUB TOTAL FOR BID SECTION F:**

**\$384,973.97**

**Section G- Water Main**

|     |   |          |    |            |              |
|-----|---|----------|----|------------|--------------|
| 192 | 24" Dia. Steel Casing, Bored In Place                 | 194.00   | lf | \$145.00   | \$28,130.00  |
| 193 | 12" D.I.P. Water Main                                 | 5,527.00 | lf | \$23.70    | \$130,989.90 |
| 194 | 12" Restrained Joint D.I.P. Water Main In Trench      | 170.00   | lf | \$37.20    | \$6,324.00   |
| 195 | 12" Restrained Joint D.I.P. Water Main Through Casing | 220.00   | lf | \$32.85    | \$7,227.00   |
| 196 | 8" D.I.P. Water Main                                  | 1,023.00 | lf | \$16.60    | \$16,981.80  |
| 197 | 6" D.I.P. Water Main                                  | 127.50   | lf | \$15.10    | \$1,925.25   |
| 198 | 4" D.I.P. Water Main                                  | 255.00   | lf | \$14.50    | \$3,697.50   |
| 199 | 8 Mil. Polyethylene Wrap                              | 7,322.50 | lf | \$0.44     | \$3,221.90   |
| 200 | 12" Gate Valve And Box, M.J.                          | 8.00     | ea | \$1,335.00 | \$10,680.00  |
| 201 | 12" x 12" Tapping Sleeve And Valve, M.J.(With Box)    | 4.00     | ea | \$3,930.00 | \$15,720.00  |
| 202 | 8" x 8" Tapping Sleeve And Valve, M.J. (With Box)     | 1.00     | ea | \$2,390.00 | \$2,390.00   |
| 203 | 8" Gate Valve And Box, M.J.                           | 8.00     | ea | \$770.00   | \$6,160.00   |

|     |  |        |    |            |             |
|-----|--|--------|----|------------|-------------|
| 204 | 4" Gate Valve And Box, M.J.            | 2.00   | ea | \$480.00   | \$960.00    |
| 205 | 20" x 12" Tee, M.J.                    | 1.00   | ea | \$1,670.00 | \$1,670.00  |
| 206 | 20" Sleeve Coupling, M.J.              | 1.00   | ea | \$645.00   | \$645.00    |
| 207 | 12" x 12" Tee, M.J.                    | 5.00   | ea | \$415.00   | \$2,075.00  |
| 208 | 12" x 8" Tee, M.J.                     | 7.00   | ea | \$360.00   | \$2,520.00  |
| 209 | 12" x 6" Tee, M.J.                     | 13.00  | ea | \$345.00   | \$4,485.00  |
| 210 | 12" x 4" Tee, M.J.                     | 2.00   | ea | \$345.00   | \$690.00    |
| 211 | 12" x 22.5 Deg. Bend, M.J.             | 8.00   | ea | \$270.00   | \$2,160.00  |
| 212 | 12" x 45 Deg. Bend, M.J.               | 8.00   | ea | \$270.00   | \$2,160.00  |
| 213 | 12" x 90 Deg. Bend, M.J.               | 2.00   | ea | \$367.25   | \$734.50    |
| 214 | 12" x 22.5 Deg. Bend, Restrained Joint | 4.00   | ea | \$362.55   | \$1,450.20  |
| 215 | 12" Restrained Plug, M.J.              | 5.00   | ea | \$140.00   | \$700.00    |
| 216 | 12" Retainer Gland, M.J.               | 8.00   | ea | \$165.00   | \$1,320.00  |
| 217 | 12" Sleeve Coupling, M.J.              | 2.00   | ea | \$244.35   | \$488.70    |
| 218 | 12" x 8" Reducer, M.J.                 | 1.00   | ea | \$185.00   | \$185.00    |
| 219 | 12" x 6" Reducer, M.J.                 | 1.00   | ea | \$176.50   | \$176.50    |
| 220 | 8" x 8" Tee, M.J.                      | 2.00   | ea | \$202.65   | \$405.30    |
| 221 | 8" x 6" Tee, M.J.                      | 2.00   | ea | \$191.15   | \$382.30    |
| 222 | 8" x 45 Deg. Bend, M.J.                | 12.00  | ea | \$143.15   | \$1,717.80  |
| 223 | 8" x 90 Deg. Bend, M.J.                | 5.00   | ea | \$151.20   | \$756.00    |
| 224 | 8" Restrained Plug, M.J.               | 8.00   | ea | \$101.90   | \$815.20    |
| 225 | 8" Retainer Gland, M.J.                | 3.00   | ea | \$101.80   | \$305.40    |
| 226 | 8" Sleeve Coupling, M.J.               | 3.00   | ea | \$131.00   | \$393.00    |
| 227 | 8" x 6" Reducer, M.J.                  | 5.00   | ea | \$116.50   | \$582.50    |
| 228 | 8" x 4" Reducer, M.J.                  | 0.00   | ea | \$109.50   | \$0.00      |
| 229 | 8" Cap, M.J. With Set Screw Ring       | 4.00   | ea | \$153.65   | \$614.60    |
| 230 | 6" x 6" Tee, M.J.                      | 0.00   | ea | \$159.70   | \$0.00      |
| 231 | 6" x 45 Deg. Bend, M.J.                | 5.00   | ea | \$106.10   | \$530.50    |
| 232 | 6" x 90 Deg. Bend, M.J.                | 3.00   | ea | \$113.05   | \$339.15    |
| 233 | 6" x 4" Reducer, M.J.                  | 0.00   | ea | \$94.70    | \$0.00      |
| 234 | 6" Restrained Plug, M.J.               | 3.00   | ea | \$106.00   | \$318.00    |
| 235 | 6" Pumper Hydrant, M.J.                | 22.00  | ea | \$1,080.00 | \$23,760.00 |
| 236 | 4" x 45 Deg. Bend, M.J.                | 6.00   | ea | \$80.00    | \$480.00    |
| 237 | 4" Sleeve Coupling, M.J.               | 3.00   | ea | \$94.50    | \$283.50    |
| 238 | ¾" Copper Water Service Line           | 44.00  | lf | \$10.00    | \$440.00    |
| 239 | 1" Copper Water Service Line           | 504.00 | lf | \$10.45    | \$5,266.80  |
| 240 | 1 ½" Copper Water Service Line         | 282.00 | lf | \$13.40    | \$3,778.80  |
| 241 | 2" Copper Water Service Line           | 422.00 | lf | \$18.00    | \$7,596.00  |
| 242 | ¾" Curb Stop And Box                   | 7.00   | ea | \$147.00   | \$1,029.00  |
| 243 | 1" Curb Stop And Box                   | 9.00   | ea | \$161.00   | \$1,449.00  |
| 244 | 1 ½" Curb Stop And Box                 | 5.00   | ea | \$232.00   | \$1,160.00  |
| 245 | 2" Curb Stop And Box                   | 5.00   | ea | \$280.00   | \$1,400.00  |
| 246 | Boring For 1" Water Service Line       | 390.00 | lf | \$10.50    | \$4,095.00  |
| 247 | Boring For 1 ½" Water Service Line     | 130.00 | lf | \$10.85    | \$1,410.50  |
| 248 | Boring For 2" Water Service Line       | 250.00 | lf | \$12.85    | \$3,212.50  |
| 249 | Boring For 4" Water Service Line       | 0.00   | lf | \$27.80    | \$0.00      |
| 250 | ¾" Corporation Stop                    | 7.00   | ea | \$64.65    | \$452.55    |
| 251 | 1" Corporation Stop                    | 9.00   | ea | \$71.25    | \$641.25    |
| 252 | 1 ½" Corporation Stop                  | 5.00   | ea | \$106.10   | \$530.50    |
| 253 | 2" Corporation Stop                    | 5.00   | ea | \$148.00   | \$740.00    |
| 254 | Concrete For Thrust Blocks             | 43.24  | cy | \$194.85   | \$8,425.31  |
| 255 | Dewatering For Water Mains             | 0.00   | lf | \$0.01     | \$0.00      |

|     |  |        |    |            |                   |
|-----|--|--------|----|------------|-------------------|
| 256 | Dewatering At Wood River Crossing                  | 1.00   | ls | \$8,000.00 | \$8,000.00        |
| 257 | Concrete Encasement                                | 0.00   | lf | \$51.50    | \$0.00            |
| 258 | Remove And Replace Existing Pave. With Temp. Surf. | 0.00   |    | \$26.65    | \$0.00            |
| 259 | Remove Water Main                                  | 188.00 | lf | \$6.50     | \$1,222.00        |
| 260 | Remove Water Valve Manhole                         | 5.00   | ea | \$255.00   | \$1,275.00        |
| 261 | Remove And Salvage Hydrant                         | 15.00  | ea | \$170.00   | \$2,550.00        |
| 262 | Remove Valve Box                                   | 15.00  | ea | \$75.00    | \$1,125.00        |
| 263 | Saw Cutting  | 0.00   | lf | \$2.20     | \$0.00            |
| 264 | Remove Culvert, 24" and Smaller                    | 0.00   |    | \$4.00     | \$0.00            |
| 265 | 12" C.M.P. Culvert Pipe                            | 0.00   | lf | \$20.00    | \$0.00            |
| 266 | Temporary Gravel Surface Course                    | 0.00   | cy | \$6.85     | \$0.00            |
| 267 | Adjust Existing Water Valve Box To Grade           | 1.00   | ea | \$115.00   | \$115.00          |
| 268 | Tap Existing Water Main For ¾" Service             | 7.00   | ea | \$120.00   | \$840.00          |
| 269 | Tap Existing Water Main For 1" Service             | 9.00   | ea | \$120.00   | \$1,080.00        |
| 270 | Tap Existing Water Main For 1 ½" Service           | 5.00   | ea | \$200.00   | \$1,000.00        |
| 271 | Tap Existing Water Main For 2" Service             | 5.00   | ea | \$205.00   | <u>\$1,025.00</u> |

**SUB TOTAL FOR BID SECTION G:**

**\$347,409.71**

**Section H- Miscellaneous**

|     |   |          |    |             |                    |
|-----|---|----------|----|-------------|--------------------|
| 272 | Temporary Surfacing (6" Asphaltic Concrete)             | 1,873.80 | sy | \$24.80     | \$46,470.24        |
| 273 | Temporary Surfacing (5" High Early Strength P.C. Conc.) | 4,050.70 | sy | \$24.80     | \$100,457.36       |
| 274 | Temporary Gravel Surface Coarse                         | 150.00   | cy | \$8.25      | \$1,237.50         |
| 275 | Furnish & Install Concrete Protection Barriers          | 410.00   | lf | \$80.00     | \$32,800.00        |
| 276 | Reset Concrete Protection Barriers                      | 910.00   | lf | \$9.00      | \$8,190.00         |
| 277 | Temporary 36" C.M.P. Culvert Pipes                      | 132.00   | lf | \$37.50     | \$4,950.00         |
| 278 | Convert Curb Inlet To Type "H" Area Inlet               | 0.00     | ea | \$2,370.00  | \$0.00             |
| 279 | Traffic Control For Phase I Roadway Construction        | 1.00     | ls | \$16,000.00 | \$16,000.00        |
| 280 | Traffic Control For Phase II Roadway Construction       | 1.00     | ls | \$16,000.00 | \$16,000.00        |
| 281 | Traffic Control For Phase III Roadway Construction      | 1.00     | ls | \$15,000.00 | \$15,000.00        |
| 282 | Traffic Control For Phase IV Roadway Construction       | 1.00     | ls | \$15,000.00 | <u>\$15,000.00</u> |

**SUB TOTAL FOR BID SECTION H:**

**\$256,105.10**

**Section I- Landscape & Irrigation**

|     |  |        |    |          |             |
|-----|--|--------|----|----------|-------------|
| 283 | Juniperus Chinesis 'Sea Green'         | 172.00 | ea | \$34.65  | \$5,959.80  |
| 284 | Juniperus Sabina 'Calgary Carpet'      | 51.00  | ea | \$36.75  | \$1,874.25  |
| 285 | Pinus Sylvestris                       | 18.00  | ea | \$190.05 | \$3,420.90  |
| 286 | Berberis 'Crimson Pygmy'               | 156.00 | ea | \$36.75  | \$5,733.00  |
| 287 | Cornus Alba 'Siberica Bloodgood'       | 41.00  | ea | \$33.60  | \$1,377.60  |
| 288 | Euonymus Alatus 'Compacta'             | 42.00  | ea | \$37.80  | \$1,587.60  |
| 289 | Rhus Aromatica 'Gro-Low'               | 76.00  | ea | \$33.60  | \$2,553.60  |
| 290 | Rosa 'Nearly Wild'                     | 412.00 | ea | \$33.60  | \$13,843.20 |
| 291 | Spirea Albiflora                       | 282.00 | ea | \$31.50  | \$8,883.00  |
| 292 | Symphoricarpos x Chenaultii 'Hancock'  | 25.00  | ea | \$34.65  | \$866.25    |
| 293 | Viburnum x Burkwoodii                  | 23.00  | ea | \$38.85  | \$893.55    |
| 294 | Viburnum Trilobum 'Spring Green'       | 98.00  | ea | \$43.05  | \$4,218.90  |
| 295 | Fraxinus Americana 'Autumn Purple'     | 0.00   | ea | \$406.35 | \$0.00      |
| 296 | Fraxinus Pennsylvanica 'Patmore'       | 0.00   | ea | \$380.10 | \$0.00      |
| 297 | Gleditsia Tricanthos Inermis 'Skycole' | 0.00   | ea | \$432.60 | \$0.00      |
| 298 | Malus 'Sugar Tyme'                     | 19.00  | ea | \$201.60 | \$3,830.40  |
| 299 | Echinacea Purpurea 'Magnus'            | 576.00 | ea | \$5.10   | \$2,937.60  |

|     |   |            |    |             |                   |
|-----|---|------------|----|-------------|-------------------|
| 300 | Oenothera Missouriensis                   | 600.00     | ea | \$6.55      | \$3,930.00        |
| 301 | Polygonum Affine 'Himalayan Border Jewel' | 1,527.00   | ea | \$5.10      | \$7,787.70        |
| 302 | Rudbekia 'Goldstrum'                      | 455.00     | ea | \$5.10      | \$2,320.50        |
| 303 | Nepta Faassenii                           | 969.00     | ea | \$5.10      | \$4,941.90        |
| 304 | Fescue Sod                                | 0.00       | sf | \$0.31      | \$0.00            |
| 305 | Bluegrass Sod                             | 165,601.00 | sf | \$0.25      | \$41,400.25       |
| 306 | Seeding                                   | 2,845.00   | sf | \$0.07      | \$199.15          |
| 307 | Brick Pavers                              | 2,741.00   | sf | \$5.60      | \$15,349.60       |
| 308 | Irrigation System                         | 1.00       | ls | \$88,085.00 | \$88,085.00       |
| 309 | Topsoil                                   | 166.00     | cy | \$10.50     | <u>\$1,743.00</u> |

**SUB TOTAL FOR BID SECTION I:**

**\$223,736.75**

**Additional Work - Section J**

|     |   |          |    |           |             |
|-----|---|----------|----|-----------|-------------|
| 310 | Connect Water Services                      | 26.00    | ea | 550.00    | \$14,300.00 |
| 311 | Increase 36" Gate 1' in Height to match 42" | 1.00     | ls | 100.00    | \$100.00    |
| 312 | 4" SS to 6" SS in MH 5                      | 1.00     | ls | 176.00    | \$176.00    |
| 313 | 8" Parking Lot PCCP                         | 131.60   | sy | 31.10     | \$4,092.76  |
| 314 | Rem & Relocate Advanced Detection System    | 1.00     | ls | 5,995.00  | \$5,995.00  |
| 315 | Temporary Surfacing Millings-Grand Island   | 901.30   | sy | 8.00      | \$7,210.40  |
| 316 | Temporary Surfacing Millings-Diamond        | 2959.10  | sy | 14.50     | \$42,906.95 |
| 317 | Pebble Finish on Light Poles                | 0.00     | ls | 4,550.00  | \$0.00      |
| 318 | 2 1/2" Purple Ash                           | 35.00    | ea | 342.00    | \$11,970.00 |
| 319 | 2 1/2" Patmore Trees                        | 22.00    | ea | 342.00    | \$7,524.00  |
| 320 | 2 1/2" Skycole Trees                        | 47.00    | ea | 342.00    | \$16,074.00 |
| 321 | Install Weed Matt                           | 1.00     | ls | 10,965.00 | \$10,965.00 |
| 322 | Install Border                              | 1.00     | ls | 8,925.00  | \$8,925.00  |
| 323 | Change irrigation System Pop-ups            | 1.00     | ls | 47,282.30 | \$47,282.30 |
| 324 | Install irrigation triangle area            | 1.00     | ls | 11,330.00 | \$11,330.00 |
| 325 | Jack & Bore 2" Conduit                      | 125.00   | lf | 21.00     | \$2,625.00  |
| 326 | Relocate electric box at Pump and Pantry    | 1.00     | ea | 1,550.00  | \$1,550.00  |
| 327 | Remove and backfill pool at Star Motel      | 1.00     | ea | 4,881.80  | \$4,881.80  |
| 328 | Purchase Patrician Style Railing            | 1.00     | ea | 2,900.00  | \$2,900.00  |
| 329 | Remove 24" FES                              | 1.00     | ea | 40.00     | \$40.00     |
| 330 | Remove 36" FES                              | 1.00     | ea | 45.00     | \$45.00     |
| 331 | Adjust Area Inlet to Grade                  | 1.00     | ea | 575.00    | \$575.00    |
| 332 | Build 36" to 24" Collar                     | 1.00     | ea | 300.00    | \$300.00    |
| 333 | Construct Steel Pipe Bollard                | 38.00    | ea | 200.00    | \$7,600.00  |
| 334 | Inlay Pavement Markings-Type IV             | 21812.00 | lf | 0.60      | \$13,087.20 |
| 335 | 6" x 6" Tapping Sleeve                      | 1.00     | ea | 2,105.00  | \$2,105.00  |
| 336 | 12" x 6" Tapping Sleeve                     | 1.00     | ea | 2,675.00  | \$2,675.00  |
| 337 | 12" x 4" Tapping Sleeve                     | 1.00     | ea | 2,445.00  | \$2,445.00  |
| 338 | Tap Existing Water Main for 1 1/4" Service  | 2.00     | ea | 200.00    | \$400.00    |
| 339 | 1 1/4" Corporation                          | 2.00     | ea | 112.90    | \$225.80    |
| 340 | 1 1/4" Curb Stop w/Box                      | 2.00     | ea | 247.20    | \$494.40    |
| 341 | 1 1/4" Copper Water Service Line            | 10.00    | lf | 14.10     | \$141.00    |
| 342 | 4" x 3" Reducer                             | 1.00     | ea | 80.00     | \$80.00     |
| 343 | 4" Offset Fitting                           | 1.00     | ea | 360.00    | \$360.00    |
| 344 | #8 Grounding Conductor                      | 470.00   | lf | 0.75      | \$352.50    |
| 345 | 12" Cap, M.J. with Set Screw Ring           | 6.00     | ea | 225.00    | \$1,350.00  |
| 346 | 6" Cap, M.J. with Set Screw Ring            | 1.00     | ea | 100.00    | \$100.00    |

|   |        |    |          |             |
|---|--------|----|----------|-------------|
| 347 4" Restrained Plug, M.J.                      | 2.00   | ea | 100.00   | \$200.00    |
| 348 4" Retainer Gland M.J.                        | 4.00   | ea | 70.00    | \$280.00    |
| 349 Remove Existing Structure at 132+93, R330     | 1.00   | ea | 325.00   | \$325.00    |
| 350 Change Median/Island south of Stolley Park Rd | 1.00   | ls | 2,476.50 | \$2,476.50  |
| 351 Restock CMP                                   | 1.00   | ls | 572.75   | \$572.75    |
| 352 Restock 12" Gate Valve, M.J.                  | 1.00   | ea | 153.79   | \$153.79    |
| 353 Rout and Seal McDermott & Miller Parking Lot  | 1.00   | ls | 2,725.00 | \$2,725.00  |
| 354 Modular Block Retaining Wall                  | 404.00 | sf | 27.50    | \$11,110.00 |
| 355 Provide City Pavers to City (Material Only)   | 159.00 | sf | 3.90     | \$620.10    |
| 356 Additional Irrigation System Heads            | 24.00  | ea | 45.00    | \$1,080.00  |
| 357 Additional Weed Mat                           | 645.00 | sf | 0.40     | \$258.00    |
| 358 Additional Border                             | 108.00 | lf | 2.90     | \$313.20    |

**SUB TOTAL FOR BID SECTION J:**

**\$253,298.45**

**TOTAL CONSTRUCTION COST**

**\$ 5,188,812.06**

Respectfully submitted,

Steven P. Riehle  
Public Works Director

March 8, 2005

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for the Street Improvement District No. 1221, be approved.

I further recommend that the City Council sit as the Board of Equalization, for Sidewalks associated with the project, on April 12, 2005 to determine benefits and levy special assessments.

Respectfully submitted,

Jay Vavricek  
Mayor



RESOLUTION 2005-64

WHEREAS, the Public Works Director of the City of Grand Island has issued a Certificate of Final Completion for Street Improvement District No. 1221, located along South Locust Street from U.S. Highway 34 to Stolley Park Road, certifying that the Diamond Engineering Company of Grand Island, Nebraska, under contract dated December 7, 2000, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends confirmation of the final completion of the district; and

WHEREAS, the Mayor concurs with the Public Works Director's recommendations.

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

1. The Public Works Director's Certificate of Final Completion for Street Improvement District No. 1221, is hereby confirmed.
2. The City Council will sit as a Board of Equalization on April 12, 2005 to determine benefits and set assessments for Street Improvement District No. 1221.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G10

**#2005-65 - Approving Bid Award - Burdick Roof Replacement**

Staff Contact: Gary R. Mader;Dale Shotkoski

# Council Agenda Memo

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

**Meeting:** March 8, 2005

**Subject:** Memo for Award of Burdick Roof Replacement –  
Burdick Generating Station

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

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

## Background

Recent inspections of the roof areas at the Burdick Station Power Plant have indicated leakage and degradation. These include the Unit 1 and 2 boiler and turbine area roofs, the Unit 3 turbine area, the pumping station area, and the maintenance shop area. The current plant roofs are basically the original roof systems from several phases of plant construction from 1956 to 1972. Some of these old roofing systems contain asbestos materials and have been repaired on multiple occasions over the years. Because of the age and condition of the roofs, it is recommended to replace the roofs. Specifications were drafted by plant staff and issued for bid in accordance with City purchasing requirements.

## Discussion

Specifications were sent to five contractors. Two bids were received. The engineer's estimate for this project is \$280,000.

| <u>Bidder</u>                                | <u>Bid price</u> |
|--|------------------|
| Weathercraft Company, Grand Island, Nebraska | \$168,587.00     |
| Ziembra Roofing Company, Hastings, Nebraska  | \$179,911.00     |

Both bids were reviewed and found to be compliant with the specifications. Neither bid includes sales tax. Additionally, the roofing systems proposed were reviewed by the engineering staff of the Department's Boiler, Machinery, and Fire Insurance carrier, Factory Mutual. That firm confirmed compliance with their standards for fire, wind and other engineering considerations.

## **Alternatives**

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

1. Move to approve the award of the contract for Burdick Roof Replacement
2. Refer the issue to a Committee
3. Postpone the issue to a future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council award the Burdick Roof Replacement Contract to the low compliant bidder, Weathercraft Company, of Grand Island.

## **Sample Motion**

Approve the Resolution for award of the Burdick Roof Replacement Contract to Weathercraft Company.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 3, 2005 at 11:00 a.m.  
**FOR:** Burdick Roof Replacement  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$280,000.00  
**FUND/ACCOUNT:** E520  
**PUBLICATION DATE:** January 23, 2005  
**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

|                      |   |   |
|----------------------|---|---|
| <b>Bidder:</b>       | <u>Ziamba Roofing Company</u><br>Hastings, NE | <u>Weathercraft Co.</u><br>Grand Island, NE |
| <b>Bid Security:</b> | Universal Surety Company                      | Universal Surety Company                    |
| <b>Exceptions:</b>   | None  | None  |
| <b>Bid Price:</b>    | <b>\$179,911.00</b>                           | <b>\$168,587.00</b>                         |

cc: Gary Mader, Utilities Director  
Pat Gericke, Admin. Assist. Utilities  
Gary Greer, City Administrator  
Laura Berthelsen, Legal Assistant

Bob Smith, Assistant Utilities Director  
Sherri Kisler, Utilities Secretary  
Dale Shotkoski, Purchasing Agent

RESOLUTION 2005-65

WHEREAS, the City of Grand Island invited sealed bids for Burdick Roof Replacement, according to plans and specifications on file at the Platte Generating Station; and

WHEREAS, on February 3, 2005, bids were received, opened and reviewed; and

WHEREAS, Weathercraft Co. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$168,587.00; and

WHEREAS, Weathercraft Co.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Weathercraft Co. of Grand Island, Nebraska, in the amount of \$168,587.00 for Burdick roof replacement is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G11

**#2005-66 - Approving Bid Award - Two (2) 2500 kVA Pad-Mount Transformers**

Staff Contact: Gary R. Mader;Dale Shotkoski

# Council Agenda Memo

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

**Meeting:** March 8, 2005

**Subject:** Bid Award – Padmount Transformers – Utilities Dept.

**Item #'s:** G-11

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

## Background

Bid specifications for two 2500 kVA padmount transformers were publicly advertised on Friday, February 4, 2005. Bidding documents were mailed to five potential bidders. On Wednesday, February 23, the bids were publicly opened. Bids were received from five firms for the specified padmount transformers. The transformers are the type used for large commercial customers such as Standard Iron, Super Wal-Marts, and St. Francis Medical Center.

All transformer bids are evaluated for efficiency of operation to determine a total lifetime cost to the City over the 20 year life of the transformers. The evaluation criteria factors are provided to each of the suppliers so that each supplier can design the transformers and bid accordingly. The lifetime cost of operation is then used to determine the lowest total overall cost to the City. The lowest evaluated bid is recommended for approval.

## Discussion

Bids for Padmount transformers were received in accordance with City Procurement Code requirements, as tabulated below:

| <u>Three-phase Padmounted Transformers – 2500 kVA 277/480V</u> |              |          |                |                    |                                 |
|--|--------------|----------|----------------|--------------------|---------------------------------|
| Bidder   | Manufacturer | Quantity | Bid Price Each | Evaluated Bid Each | Comments                        |
| Pauwels  | Pauwels      | 2        | \$26,604.00    | \$66,595.50        | <b><i>Low Evaluated Bid</i></b> |
| Cahoon Sales   | ERMCO        | 2        | \$22,779.00    | \$71,864.00        |                                 |
| WESCO  | ABB          | 2        | \$28,496.00    | \$72,708.50        |                                 |
| Kriz-Davis   | Cooper       | 2        | \$26,500.00    | \$73,009.00        |                                 |
| Dutton-Lainson   | Howard       | 2        | \$22,474.50    | \$74,568.50        |                                 |

The low evaluated bid for the two 2500 kVA transformers was provided by Pauwels Transformers, Inc. of Washington, Missouri, a bid of \$53,208.00 plus tax, which is less than the engineers estimate of \$60,000.00.

### **Alternatives**

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

1. Move to approve the award for the Padmount Transformers to Pauwels Transformers, Inc.
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council award the bid for two 2500 kVA padmount transformers to Pauwels Transformers, Inc. of Washington, MO.

### **Sample Motion**

Approve the bid award for the two 2500 kVA transformers to Pauwels Transformers, Inc.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 23, 2005 at 11:00 a.m.  
**FOR:** 2500 kVA Padmount Transformer  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$60,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** February 4, 2005  
**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

|                      |  |   |
|----------------------|--|---|
| <b>Bidder:</b>       | <b><u>Dutton-Lainson Company</u></b><br>Hastings, NE       | <b><u>Pauwels Transformers Inc.</u></b><br>Washington, MO |
| <b>Bid Security:</b> | Universal Surety Company                                   | Employers Mutual Casualty Co.                             |
| <b>Exceptions:</b>   | None   | Noted   |
| <b>Manufacturer:</b> | Howard   | Not Listed  |
| <b>Bid Price:</b>    | \$48,095.43 (tax included)                                 | \$53,208.00 (tax not included)                            |
| <b>Bidder:</b>       | <b><u>WESCO Distribution, Inc.</u></b><br>Grand Island, NE | <b><u>Kriz-Davis Co.</u></b><br>Grand Island, NE          |
| <b>Bid Security:</b> | Continental Insurance Co.                                  | St. Paul Guardian Insurance Co.                           |
| <b>Exceptions:</b>   | Noted  | Noted   |
| <b>Manufacturer:</b> | ABB  | Cooper Power  |
| <b>Bid Price:</b>    | \$60,981.44 (tax included)                                 | \$56,710.00 (tax included)                                |
| <b>Bidder:</b>       | <b><u>ERMCO, Inc.</u></b><br>Dyersburg, TN                 |   |
| <b>Bid Security:</b> | St. Paul Guardian Insurance Co.                            |   |
| <b>Exceptions:</b>   | Noted  |   |
| <b>Manufacturer:</b> | ERMCO  |   |
| <b>Bid Price:</b>    | \$48,747.06 (tax included)                                 |   |

cc: Gary Mader, Utilities Director  
Pat Gericke, Admin. Asst. Utilities  
Gary Greer, City Administrator  
Laura Berthelsen, Legal Assistant

Bob Smith, Assistant Utilities Director  
Gene Pesek, Utilities Dept.  
Dale Shotkoski, Purchasing Agent

RESOLUTION 2005-66

WHEREAS, the City of Grand Island invited sealed bids for Two 2500 kVA Padmounted Transformers, according to plans and specifications on file with the Utilities Department; and

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

WHEREAS, Pauwels Transformers, Inc. of Washington, 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 \$53,208 excluding tax; and

WHEREAS, Pauwels Transformers, Inc.' bid is less than the estimate for such transformers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Pauwels Transformers, Inc. of Washington, Missouri, in the amount of \$53,208 excluding tax for two 2500 kVA padmount transformers is hereby approved as the lowest evaluated bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G12

**#2005-67 - Approving Acquisition of Property Located at 1204  
West 2nd Street (James and Barbara Wiltgen)**

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

Staff Contact: Doug Walker

RESOLUTION 2005-67

WHEREAS, the City is interested in acquiring property from James J. Wiltgen and Barbara A. Wiltgen, husband and wife, for the library expansion project; and

WHEREAS, a public hearing was held on March 8, 2005, for the purpose of discussing the proposed acquisition of real property legally described as Fractional Lot Eight (8) in Fractional Lot Block Two (2), Spaulding and Gregg's Addition and its complements, to-wit: Fractional Lot Eight (8) in Fractional Block Sixteen (16) in Arnold and Abbott's Addition, and Fractional Lot Eight (8) in Fractional Block Two (2) in Arnold Place, all being additions to the City of Grand Island, Hall County, Nebraska; and

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

WHEREAS, the parties have negotiated a purchase price for the property of \$400,000, with \$5,000 to be paid by the City upon the approval and execution of an Agreement for Warranty Deed, and the remaining \$395,000 to be paid by the City at closing; and

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

WHEREAS, the appraised value of the property is \$322,000; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the acquisition of the above-described property from James J. Wiltgen and Barbara A. Wiltgen, husband and wife, for the purchase price of \$400,000 is hereby approved, with \$5,000 to be paid by the City upon approval and execution of the Agreement for Warranty Deed, and the balance to be paid by the City at the closing.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

Approved as to Form  \_\_\_\_\_  
March 3, 2005  City Attorney

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G13

**#2005-68 - Approving Acquisition of Property Located at 214 N. Washington Street (Robert and Gail Mattke)**

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

Staff Contact: Doug Walker

RESOLUTION 2005-68

WHEREAS, the Grand Island Public Library Foundation, Inc., a Nebraska non-profit corporation, has acquired real property west of the existing Edith Abbott Memorial Library at 214 N. Washington Street, for the purpose of expanding and renovating such facility; and

WHEREAS, the Grand Island Public Library Foundation, Inc. has expressed an interest in donating such real property to the City of Grand Island; and

WHEREAS, a public hearing was held on March 8, 2005, for the purpose of discussing the proposed acquisition of property described as all of the southerly thirty eight (38.0) feet of Lot One (1), in Block Sixteen (16), in Arnold and Abbott's Addition to the City of Grand Island, Hall County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to acquire by donation from the Grand Island Public Library Foundation, Inc., a Nebraska non-profit corporation, the property described as all of the southerly thirty eight (38.0) feet of Lot One (1), in Block Sixteen (16), in Arnold and Abbott's Addition to the City of Grand Island, Hall County, Nebraska, for the purpose of expanding and renovating the Edith Abbott Memorial Library at 214 N. Washington Street.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G14

**#2005-69 - Approving the Request for Proposal Submitted by the Library Facility Committee and the Grand Island Facilities Corporation for the Library Expansion**

Staff Contact: Doug Walker

# **Council Agenda Memo**

**From:** Douglas R. Walker, City Attorney  
**Meeting:** March 8, 2005  
**Subject:** RFP from Grand Island Facilities Corporation  
**Item #'s:** G-14  
**Presenter(s):** Douglas R. Walker, City Attorney

## **Background**

On November 23, 2004, the City Council approved the establishment of a non-profit corporation for the purpose of assisting and promoting the development of public facilities to be used by the City of Grand Island and to further its governmental functions. The Library Facilities Committee has been working with the Grand Island Facilities Corporation to develop a Request for Proposals for design/build services for an addition to the Edith Abbott Memorial Library. The Request for Proposals for design/build services is before the council for review and approval.

## **Discussion**

When the Grand Island Facilities Corporation was established, the Council was given assurance that it would be involved in the decision making process as the Facilities Corporation moved forward with facilitating municipal projects. The Request for Proposals which is before you for consideration at this meeting was developed by the Grand Island Facilities Corporation and the Library Facilities Committee. The Facilities Corporation and Library Facilities Committee have both given input into the document and approved the Request for Proposal.

This Request for Proposal was developed for using the design/build method for construction which will hopefully promote efficiency in the construction process and also enable the city to have better cost control over the project. The RFP calls for a proposal that would include adding approximately 25,000 square feet to the current Edith Abbott Memorial Library in addition to developing a parking lot with 167 parking spaces to accommodate the needs of the expanded facility. The RFP also sets forth a time schedule for the selection process of a design/build team for the facility, which is included in Section 11 of the document. The total project budget is also established by Section 2-4 of the document as being from \$4,000,000 to \$7,000,000.

## **Alternatives**

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

1. Move to approve the resolution which gives City Council approval for the RFP which will then be used by the Grand Island Facilities Corporation to seek Requests for Proposals.
2. The Council may reject the RFP.
3. Postpone the issue to a future date.
4. Take no action on the issue.

## **Recommendation**

City Administration recommends that the Council approve the resolution which indicates Council approval for the RFP that has been developed by the Grand Island Facilities Corporation.

## **Sample Motion**

Motion to approve the resolution giving City Council approval to the Request for Proposal developed by the Grand Island Facilities Corporation.

**GRAND ISLAND FACILITIES CORPORATION  
REQUEST FOR PROPOSAL FOR DESIGN/BUILD SERVICES FOR AN ADDITION TO THE  
EDITH ABBOTT MEMORIAL LIBRARY**

**1 INTRODUCTION**

- 1.1. On behalf of the Grand Island Facilities Corporation and the Edith Abbott Memorial Library, the Library Facility Committee is seeking responses from qualified design/build ("D/B") teams to provide the design and construction of the renovation/expansion of the Edith Abbott Memorial Library.
- 1.2. In this endeavor, the Grand Island Facilities Corporation will be acting as the contracting party.
- 1.3. The Library Facility Committee will be managing the solicitation of this Request for Proposals ("RFP") for the corporation.
- 1.4. This RFP describes the project in general, the required scope of services, the D/B selection process, and the minimum information that must be included with the submittal. Failure to submit information in accordance with the requirements and procedures listed herein may be cause for disqualification.
- 1.5. In support of the commitment to equal opportunity, the Grand Island Facilities Corporation will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

**2 PROJECT DESCRIPTION**

- 2.1. The project involves the design and construction of a renovation/expansion to the existing library facility. The current facility covers one city block in central Grand Island and contains over 25,000 square feet (SF) of space and has hard surface parking for 58 cars. The expansion is expected to take place to the west of the existing facility along with a new parking area. Two Space Needs and Alternatives studies and a Phase I architectural feasibility study regarding the project are available at the Library.
- 2.2. The renovation/expansion is expected to add approximately 25,000 SF of building area and construct a new parking lot with 167 parking spaces; and will include all major library functions including entry/exterior lobby, interior lobby/display/refreshment area, Friends Sales area, circulation desk (including staff work area), public access catalog area, computer lab, children's area including interactive Family Place/discovery center, reference area (including staff work area), genealogy/local history/Abbott Sisters Research Center area, new and popular materials/browsing, young adult area, general adult collection shelving area, general adult seating area, group study/tutoring rooms/quiet study rooms, magazine/newspaper shelving/seating, non-print collections and listening/viewing stations, multicultural resource center, art exhibit area, meeting/conference rooms, workroom(s) for all staff/volunteers/friends/foundation general and technical support functions, administrative office(s), bookmobile/outreach garage and work area, storage areas, staff break room, custodial work/storage/garage area, public and staff restrooms, and appropriate mechanical/support areas.
- 2.3. The renovation/expansion must be designed and constructed so as to allow for future expansion of at least 10,000 SF including the capability for a second level.
- 2.4. A tentative project budget of \$4,000,000 to \$7,000,000 has been established for all project costs including programming, permits, design fees, consultant services, and construction, as well as equipment, fixtures, shelving and other furnishings (with partial reuse of existing inventories).

**3 D/B SCOPE OF SERVICES**

- 3.1. Work with Library Facility Committee and Grand Island Facilities Corporation representatives in the design, preparation of plans, specifications, and construction of the facility. The architect shall take into consideration all previous information developed on the project.
- 3.2. As the Library Facility Committee and Grand Island Facilities Corporation are pursuing a modified process, the terms and conditions of the scope of services is presently under development and will be made available at some point later in the process.

**GRAND ISLAND FACILITIES CORPORATION  
REQUEST FOR PROPOSAL FOR DESIGN/BUILD SERVICES FOR AN ADDITION TO THE  
EDITH ABBOTT MEMORIAL LIBRARY**

**4 SPECIAL CONSIDERATIONS**

- 4.1. Time is of the essence. Early bid and construction packages will need to be developed including site preparation, selective demolition (no demolition will be required in the block west of the Library, however), foundations and structural steel.
- 4.2. The existing Library facility must remain fully operational throughout the new construction/expansion process. Construction activities which impact the operation of the Library facility will have to be coordinated with the events and activities scheduled or on-going at the Library.
- 4.3. Construction activities which disrupt events in progress at the Library will be halted and rescheduled, unless otherwise remedied.

**5 MINIMUM QUALIFICATIONS FOR D/B TEAMS**

- 5.1. D/B teams are to be composed of a Constructor (Contractor or Construction Manager) and an Architect.
- 5.2. The constructor must have had primary responsibility for the actual construction of at least two design/build projects undertaken during the past five years.
- 5.3. These projects must have included design, permitting, approval construction and delivery of the project for a guaranteed maximum price ("GMP") or a fixed price.
- 5.4. If the constructor has construction experience with this building type that does not satisfy the requirements of 5.2 above, the constructor may submit information for a third project to demonstrate its public assembly experience.
- 5.5. The architect must have had principal design responsibility for one or more library facilities undertaken in the past five years. Such projects need not have been carried out on a design/build basis.

**6 INFORMATION REQUIRED FROM D/B TEAMS**

- 6.1. COVER LETTER. Identify the construction and design entities within the D/B Team and provide the name, title, address and telephone number of the contact person for the D/B team.
- 6.2. EXECUTIVE SUMMARY. Provide highlights of the submittal materials.
- 6.3. CONSTRUCTOR and ARCHITECT INFORMATION.
  1. Provide information about the composition, legal form and organizational structure of the D/B team. Joint ventures should provide all requested information for each member.
  2. Describe the role of each firm including but not limited to the Constructor and Architect on the D/B team.
  3. Provide a description of your approach to completing the project to satisfy the owner's goals for quality, size, schedule and budget.
  4. Provide identification, role and experience of key personnel proposed for the Project, including specialized in-house or consultant personnel for interior design, technology, etc.
  5. Provide a listing of design/build experience for the firms comprising the D/B team.
  6. Provide a listing of the present workload and capacity of each firm on the D/B team.
- 6.4. PROJECT EXPERIENCE AND REFERENCES.

Provide complete project history for a maximum of two (2) projects from the constructor that meet the minimum qualifications requirements of Section 5.2, and two (2) projects from the architect that meet the minimum qualifications requirements of Section 5.5. The constructor and the architect may both use the same project(s), if applicable.

**GRAND ISLAND FACILITIES CORPORATION  
REQUEST FOR PROPOSAL FOR DESIGN/BUILD SERVICES FOR AN ADDITION TO THE  
EDITH ABBOTT MEMORIAL LIBRARY**

Only these projects will be considered in evaluating the qualifications of the D/B teams. The information must include:

1. Project name and location.
2. Name, address and telephone number for project owner, owner's project manager and/or owner's contact person on the project.
3. Description of the project including: type of facility, new facility or expansion, initial project budget, and gross square feet.
4. Role and listing of services provided by team member.
5. Names, titles and roles of personnel used to perform services.
6. Project design and delivery method used.
7. Project start and completion dates.
8. Project cost to complete versus preliminary budget.
9. Project performance history including: adherence to project schedules, change order history, listing of claims which impacted owner and resolution of claims.

**6.5. LICENSES AND CERTIFICATIONS.**

1. Certified copies of the project architect's and engineers' national and other applicable educational and organizational certifications. This project will require compliance with the current edition of the Nebraska Engineers and Architects Act, the International Building Code, the Uniform Plumbing Code, and the National Electrical Code, as overseen by the City of Grand Island Building Inspector's Office.
2. Constructor Certification for Drug Free Workplace. Although this certificate is not required in this RFP, the selected D/B team will be required to submit this certification during the contract negotiation process and prior to the award of the contract.

**6.6. FINANCIAL CAPABILITY.** Demonstrate through letter of credit, certificate or similar instrument from a surety, a bonding capacity (AM Best -A to A+ rating) or at least the amount of the construction budget listed in item 2.4

**6.7. CLAIMS AND SUITS HISTORY.**

1. Identify all projects which team members were awarded and failed to complete, excluding cancelled and suspended projects.
2. List all judgment, claims, disciplinary actions, arbitration proceedings or suits pending or outstanding against the team members or its officers related to professional liability or performance within the past ten (10) years.
3. Provide details of any lawsuits or requested arbitration which team members filed with regard to design, construction or design/build contracts within the past ten (10) years.
4. Furnish detailed information with respect to any officers or principal of team members which, within the past ten (10) years, has ever been an officer or principal of another organization which failed to complete a design, construction or design/build contract.
5. In a sealed envelope marked "To Grand Island Facilities Corporation Attorney – Privileged Information", provide a description of any outstanding judgments, liens or actions by the Internal Revenue Service against any member of the D/B team over the past ten (10) years.

**6.8. CONFLICT OF INTEREST STATEMENT.** Disclose any potential conflict of Interest team members may have with the Library Facility Committee and/or the Grand Island Facilities Corporation.

**6.9. EQUAL OPPORTUNITY (EO) STATEMENT.** Provide acknowledgement of and commitment to the premise of Equal Opportunity for this project.

**GRAND ISLAND FACILITIES CORPORATION  
REQUEST FOR PROPOSAL FOR DESIGN/BUILD SERVICES FOR AN ADDITION TO THE  
EDITH ABBOTT MEMORIAL LIBRARY**

6.10. SIZE LIMITATION, Responses to this RFP shall be limited in size to the cover letter plus twenty five (25) pages in a single bound manuscript, exclusive of corporate brochures, reports or other project information that the D/B team desires to submit for consideration, which may be bound separately or submitted loose.

**7 RFP SUBMITTAL REQUIREMENTS**

7.1. Twelve (12) copies of the above materials must be delivered by 2:00 p.m., April 11, 2005 to:

Library Facility Committee  
Attn: Steve Fosselman  
211 North Washington Street  
Grand Island, NE 68801  
FAX: 308-385-5339

7.2. Materials received after the above deadline will not be considered.

7.3. Submitted materials are to be soft cover bound and no larger than 9" x 12". Please do not submit materials in three-ring binders.

**8 PRE-SUBMITTAL ACTIVITIES**

8.1. Written questions concerning this selection process can be submitted in advance of the mandatory pre-submittal conference to:

Library Facility Committee  
Attn: Steve Fosselman  
211 North Washington Street  
Grand Island, NE 68801  
FAX: 308-385-5339

8.2. Register for Addenda at the address in Section 8.1.

8.3. No telephone inquiries will be accepted.

8.4. A mandatory pre-submittal conference will be held with interested D/B team members on March 25, 2005, at 10:00 a.m. in Meeting Room A/B of the Edith Abbott Memorial Library, 211 North Washington Street, Grand Island, Grand Island, NE 68801.

8.5. During this conference, the Library Facility Committee will:

1. introduce members of the project team
2. review the selection process activities and timetable.
3. review RFP elements.
4. review the project schedule and budget considerations.
5. answer questions concerning the above items.
6. provide a registration form to obtain the name, firm, address and telephone number of those in attendance.

**9 SELECTION PROCESS**

9.1. Selection of D/B teams will be based upon qualifications only.

9.2. The selection process will not include a design competition.

**GRAND ISLAND FACILITIES CORPORATION  
REQUEST FOR PROPOSAL FOR DESIGN/BUILD SERVICES FOR AN ADDITION TO THE  
EDITH ABBOTT MEMORIAL LIBRARY**

- 9.3. After the receipt of the RFP responses, a short-list of up to three finalist D/B teams will be determined from a review and rating of the responses.
- 9.4. These finalists will be provided with copies of the Edith Abbott Memorial Library Building Program document, preliminary budget and schedule and a draft copy of the design/build contractual services agreement.
- 9.5. The finalists will use the additional information provided to complete their team composition of consultants and specialty subcontractors and prepare for the interview.
- 9.6. Interviews are planned with each of the finalists to examine each firm's composition, project understanding, methodology, personnel and qualifications. Additional information will be made available to the finalists regarding the interview format. A formal presentation followed by a question and answer period is currently anticipated.
- 9.7. Following the interviews, a ranked list will be developed by the Library Facility Committee.
- 9.8. Once the ranking is determined by the Library Facility Committee, contract negotiations will begin immediately with the top-ranked D/B team.
- 9.9. Negotiation of the terms, conditions and fees related to the design/build contractual services agreement shall be limited to thirty (30) days following the commencement of negotiations. If agreement cannot be reached within that time, the Library Facility Committee will cease negotiations with the top-ranked team and immediately begin negotiations with the second-ranked team.

**10 EVALUATION CRITERIA**

Evaluation criteria for the responses to this RFP include but are not limited to the following:

- 10.1. Qualifications and experience of key personnel
- 10.2. Project approach
- 10.3. Evaluation of similar project experience and client references
- 10.4. Extent of local participation
- 10.5. Overall quality and thoroughness of the submission

**11 SELECTION PROCESS SCHEDULE**

- 11.1. RFP advertisement – March 9, 2005
- 11.2. RFP pre-submittal conference – March 25, 2005
- 11.3. RFP submittals due – April 11, 2005
- 11.4. Short-list notification – April 18, 2005
- 11.5. D/B team interviews – May 2, 2005
- 11.6. Ranking determined by Library Facility Committee – May 5, 2005
- 11.7. Begin contract negotiations – May 6, 2005
- 11.8. Conclude contract negotiations – June 6, 2005
- 11.9. Grand Island Facilities Corporation approval & notice to proceed – June 20, 2005

**12 SPECIAL CONDITIONS**

- 12.1. This RFP does not commit the Library Facility Committee or the Grand Island Facilities Corporation to procure or award a contract for work.

**GRAND ISLAND FACILITIES CORPORATION  
REQUEST FOR PROPOSAL FOR DESIGN/BUILD SERVICES FOR AN ADDITION TO THE  
EDITH ABBOTT MEMORIAL LIBRARY**

- 12.2. This RFP does not commit the Library Facility Committee or the Grand Island Facilities Corporation to defray any costs incurred in responding to the RFP.
- 12.3. The Library Facility Committee reserves the right to cancel, alter or amend this RFP. In such an event, the Library Facility Committee will notify in writing all persons who registered at the mandatory pre-submittal conference.
- 12.4. The Library Facility Committee and the Grand Island Facilities Corporation reserves the right to request clarifications from any or all members of submitting D/B teams, however, the Library Facility Committee is not required to request information missing from the submittals which may cause them to be considered non-responsive.
- 12.5. Members of D/B teams, their agents, lobbyists, attorneys and others shall not contact members of the Edith Abbott Memorial Library Board of Trustees, Library employees, any member of the Library Facility Committee, or Directors of the Grand Island Facilities Corporation with regard to this project or process. Any such contact shall be grounds for automatic disqualification of the D/B team submittal.
- 12.6. Information regarding the names of those individuals and companies' that submit proposals will be made available to the public. The contents of the proposals will be available for the public inspection after the design/build contract has been executed by all of the parties thereto.

RESOLUTION 2005-69

WHEREAS, on November 23, 2004, by Resolution 2004-294, the City Council of the City of Grand Island approved the establishment of a non-profit corporation for the purpose of assisting and promoting the development of public facilities to be used by the City of Grand Island, Nebraska, in furtherance of its governmental functions; and

WHEREAS, the non-profit corporation established by the above referenced Resolution has been established as the Grand Island Facilities Corporation, which was filed with the Nebraska Secretary of State's Office on December 28, 2004; and

WHEREAS, the Facilities Corporation had meetings to review the development of a Request for Proposals to be used to seek proposals for design/build services for the construction of an addition to the Edith Abbott Memorial Library; and

WHEREAS, the Library Facilities Committee has proposed an RFP, which has now been reviewed and approved by the Grand Island Facilities Corporation; and

WHEREAS, in order to promote the maximum amount of public exposure to the process of seeking proposals for the construction of the addition to the Edith Abbott Memorial Library, this matter is being brought before the Grand Island City Council for its further approval of the Request for Proposals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Request for Proposals, which has been approved by the Library Facilities Committee and the Grand Island Facilities Corporation be approved and used for seeking proposals for design and construction of the addition to the Edith Abbott Memorial Library.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk

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|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G15

**#2005-70 - Approving 2005 CDBG Planning Grant Budget Revision**

Staff Contact: Joni Kuzma

# Council Agenda Memo

**From:** Joni Kuzma, Development Specialist  
**Meeting:** March 8, 2004  
**Subject:** Budget Revision for 2005 Planning Grant  
**Item #'s:** G-15  
**Presenter(s):** Joni Kuzma, Development Specialist

## Background

On February 14, 2005, the City of Grand Island was awarded a \$36,950 Community Development Block Grant to facilitate a Homelessness and Homeless Housing Planning Grant from the Nebraska Department of Economic Development. The planning grant will provide a needs assessment of homeless and homeless housing in Grand Island and the surrounding service area (Hall, Hamilton, Howard, Buffalo, Kearney and Merrick Counties, and the tri-city area). Inter local agreements were signed with Hall County, Hamilton County, Howard County, Merrick County, Kearney County, Buffalo County, the City of Hastings and the City of Kearney for the Planning Grant.

## Discussion

Resolution # 2004-239 approved the original budget of: CDBG allocation of \$37,200, with a match of \$9,300, for a planning grant total of \$49,300, plus \$2,580 for general administration (project total \$51,880). The proposed contract budget from the Nebraska Department of Economic Development provided for CDBG funding of \$36,950 and a match of \$12,250, which would increase the required match by \$3,050, plus \$2,580 for general administration. The total grant cost of \$49,300 (for a project total of \$51,880) would not change.

The additional \$3,050 in matching funds is available in the Community Development budget: 25010001-85213 Contract services - \$2,500.00  
25010001-85290 Other Professional & Technical services - \$550

## **Alternatives**

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

1. Approve the Planning Grant budget revision.
2. Disapprove or /Deny the Planning Grant budget revision.
3. Modify the Planning Grant budget revision to meet the wishes of the Council.
4. Table the issue.

## **Recommendation**

City Administration recommends that the CDBG Planning Grant budget revision be approved.

## **Sample Motion**

Approve the CDBG Planning Grant budget revision.

RESOLUTION 2005-70

WHEREAS, on September 28, 2004, by Resolution 2004-239 the City Council of the City of Grand Island authorized a grant application for a homeless needs study for Grand Island and the surrounding area; and

WHEREAS, the grant application anticipated matching funds to be in the amount of \$9,300 which will be provided by Hope Harbor; and

WHEREAS, on February 14, 2005, the City of Grand Island was notified that they were awarded a grant for such study, however the required matching funds increased to \$12,350; and

WHEREAS, it is recommended that the City's Community Development Division provide the additional \$3,050 in matching funds to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the grant funding budget for the needs assessment of homeless and homeless housing in the Grand Island and surrounding area is hereby amended to account for the grant funds awarded and the increase in required matching funds.

BE IT FURTHER RESOLVED, that the City's Community Development Division provide the required additional \$3,050 in matching funds to proceed with this project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk

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| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G16

**#2005-71 - Approving Grand Island/Hall County 2005 Homeland Security Grant**

Staff Contact: Paul Bresino

# Council Agenda Memo

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

**Meeting:** March 8, 2005

**Subject:** Grand Island/Hall County 2005 Homeland Security Grant

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

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

## Background

Nebraska Emergency Management Agency (NEMA) is requesting a resolution of support and letter of agreement from each 2005 Homeland Security Grant applicant. This resolution and agreement will indicate participation from the Grand Island/Hall County Emergency Management Agency in this round of the 2005 Homeland Security grant cycle.

In 2004, Grand Island/Hall County received \$533,144 from NEMA's Homeland Security Grant to purchase Interoperable Public Safety Wireless Communication equipment to for 10 counties. There is now a 20 county Central Nebraska Region for an Interoperability Plan. We are applying for \$2,809,235.35 in the 2005 grant. The Grand Island Police Department, Grand Island Fire Department, Hall County Rural Fire Department, Hall County Sheriffs, Nebraska State Patrol, and Grand Island/Hall County Emergency Management all benefited from these awarded funds. In 2004 the CBRNE Event Rescue and Medical Supply Trailer for Hall County was also awarded to the Grand Island Fire Department, with the agreement that the GIFD would be a first-responder in this area on behalf of the Nebraska Hazmat Response Team

## Discussion

The City of Grand Island/Hall County is requesting a continuation of equipment funding for the CNRI project, including funding for Emergency Management salaries, replacement of 911 equipment, as well as upgrades for Grand Island Fire Department and Hall County Rural Fire Department equipment. The 2005 Homeland Security Grant is requesting a resolution of support from this agency prior to any grant award.

## **Alternatives**

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

1. Move to approve the letter of Agreement and resolution
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 submits a resolution of support for the FY 2005 Homeland Security Grant through NEMA.

## **Sample Motion**

Approve the resolution of support with NEMA and the 2005 Homeland Security Grant fund program for Grand Island and Hall County.

RESOLUTION 2005-71

WHEREAS, the Nebraska Emergency Management Agency has provided funding through a Homeland Security Grant to local law enforcement agencies and local fire departments to replace or upgrade rescue equipment, to purchase wireless communication equipment, and to provide first responder equipment and a trailer; and

WHEREAS, such grant funding has allowed area agencies to purchase rescue equipment which will allow the different agencies to coordinate rescue operations to better serve the public; and

WHEREAS, it is beneficial to the City of Grand Island to continue receiving financial assistance to obtain equipment and supplies needed to prepare for various emergency situations; and

WHEREAS, it is important to recognize funding assistance previously received, and encourage the continuation of such funding in order to be fully prepared to assess and conduct emergency rescue operations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island supports participation in the 2005 Homeland Security Grant program through the Nebraska Emergency Management Agency and encourages continued funding for the purchase, replacement or upgrade of rescue equipment and/or reimbursement for emergency management personnel costs.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item G17

**#2005-72 - Approving Funding of Economic Development Request  
for Heartland Events Center (NWPS Rate Agreement Funds)**

Staff Contact: David Springer

# **Council Agenda Memo**

**From:** David Springer, Finance Director

**Meeting:** March 8, 2005

**Subject:** Approving Funding of Economic Development Corporation Request for Heartland Events Center (NWPS Rate Agreement Funds)

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

**Presenter(s):** David Springer, Finance Director

## **Background**

On September 26, 2000, the City Council approved Resolution #2000-291 establishing an Economic Development Policy for the annual contribution from Northwestern Public Service (NWPS). A request has been received for funding and recommended for approval by the NWPS Funds Review Committee.

## **Discussion**

The Grand Island Area Economic Development Corporation requests \$50,000 to help offset the cost of gas equipment to be installed at the Heartland Events Center which totals over \$209,000. These funds represent direct cash contributions previously made by NWPS to the City of Grand Island and the usage of these funds for this purpose falls within the guidelines of the economic development policy set forth in the rate agreement. There are adequate funds in Account #10011101-85454.

## **Alternatives**

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

1. Approve the request for funds
2. Disapprove or /Deny the request for funds
3. Table the issue

## **Recommendation**

City Administration recommends that the Council approve the request for funds.

## **Sample Motion**

Approve the request for funds to allow payment to the Grand Island Area Economic Development Corporation for the behalf of Heartland Events Center.

RESOLUTION 2005-72

WHEREAS, Northwestern Public Service (NWPS) makes an annual contribution for economic development purposes to the City of Grand Island in the amount of \$86,000; and

WHEREAS, on September 26, 2000, the Mayor and City Council approved Resolution 2000-291 establishing an economic development policy for receiving, considering and making recommendations regarding requests for disbursement of said funds; and

WHEREAS, the office of the City Administrator received a recommendation for funding from the local economic development committee for \$50,000 payable to the Grand Island Area Economic Development Corporation on behalf of Fonner Park Exposition and Event Center, Inc. to assist with the installation cost of natural gas equipment for the new Heartland Events Center; and

WHEREAS, said request is consistent with the intent of NWPS in making its annual economic development contribution, and the policy established by the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the request for disbursement in the amount of \$50,000 to fund a portion of the installation costs of natural gas equipment for the new Heartland Event Center is hereby approved, and a payment is authorized to be made to the Grand Island Area Economic Development Corporation on behalf of Fonner Park Exposition and Event Center, Inc. for such purpose.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on March 8, 2005.

---

RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item I1

**#2005-73 - Approving Economic Development Incentive Agreement with CXT**

Staff Contact: Doug Walker

# **Council Agenda Memo**

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

**Meeting:** March 8, 2005

**Subject:** Authorizing the City to Enter Into an Economic Development Agreement with CXT Incorporated, an L.B. Foster Company

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

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

## **Background**

The voters of the City of Grand Island approved an Economic Development Plan at the May 6, 2003 election. Subsequent to the election, the city has adopted an ordinance that establishes the Economic Development Plan and the Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives. CXT Incorporated, an L.B. Foster Company (CXT) has applied for an infrastructure grant and a forgivable loan from the Grand Island Area Economic Development Corporation pursuant to the Economic Development Plan. This application has been reviewed and approved by the Executive Committee of the Economic Development Corporation and by the Citizens Advisory Review Committee. CXT's application is now being forwarded to the City Council for its approval pursuant to the city's Economic Development Plan.

## **Discussion**

The Economic Development Corporation has taken the application of CXT for a \$100,000 infrastructure grant and a \$100,000 forgivable loan as an incentive to assist with the expansion of their facility to manufacture concrete railroad ties in the City of Grand Island. An Economic Development Agreement has been prepared by the Economic Development Corporation which sets forth the terms under which CXT would receive these benefits. CXT would receive a \$100,000 infrastructure grant when facility expansion takes place and a \$100,000 forgivable loan which would not have to be repaid if it meets all the employment targets during the five year period for which the agreement would be in effect. The Economic Development Agreement spells out in detail how the employment targets would be calculated and what amounts would be paid back if these

targets are not met. The application of CXT meets all the criteria for extending economic incentives and the Economic Development Corporation's Executive Board as well as the Citizens Advisory Review Committee have both unanimously recommended approval of the Economic Development Agreement by the Grand Island City Council. For the above mentioned reasons, city administration is seeking City Council approval of the resolution authorizing the city to enter into the Economic Development Agreement with CXT.

### **Alternatives**

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

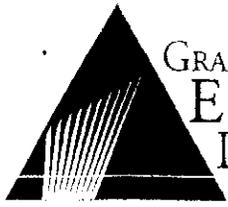
1. Move to approve the resolution authorizing the city to enter into the Economic Development Agreement with CXT.
2. Deny the Economic Development Agreement.
3. Modify the Agreement to meet the wishes of the Council.
4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council approve the resolution authorizing the city to enter into the Economic Development Agreement with CXT.

### **Sample Motion**

Motion to approve the resolution authorizing the city to enter into the Economic Development Agreement with CXT.



GRAND ISLAND AREA  
ECONOMIC  
DEVELOPMENT CORPORATION

308-381-7500 • 800-658-4283 • Fax 308-398-7205 • [www.grandisland.org](http://www.grandisland.org)

P.O. Box 1151

GRAND ISLAND, NE 68802-1151

## CXT

CXT Incorporated, an L.B. Foster Company has headquarters in Spokane Wa. CXT has manufactured pre-stressed concrete railroad ties at 710 East US Highway 30 in Grand Island for several years employing about 38 employees. This new project is a result of a new contract with Union Pacific Railroad to supply concrete ties for their northern line. CXT initially looked at sites in Wyoming, Iowa and Columbus, Ne. to determine the most effective and efficient location between Salt Lake City and Chicago. Although the Grand Island site will require a substantial investment to get the efficiency necessary to meet the contract demands, this site was chosen over the others. Part of the decision was based on community support and incentive funding as well as the proven work ethic of the existing employees. CXT plans to invest nearly 10 million dollars in state of the art equipment and increase the number of employees to at least 52 with the average salary of \$13.90 per hour. With new technology the production from this plant is expected to double.

Project plans are to be able to load 60 rail cars in a matter of 14 hours or less in comparison to the current 3 days time frame. In order to meet the demands and utilize this site several infrastructure needs had to be met. These include building a new rail spur to accommodate an entire 60 unit train. This will be done with no negative impact to the neighbors currently utilizing an existing spur. Surface water drainage will be altered and all consideration of the neighbors will be addressed including a new exit from Highway 30 for MFS/York. In addition two power lines will need to be altered. One will be placed underground at an estimated cost of \$250,000 and the other will be raised to accommodate a gantry crane at an estimated cost of \$400,000. The UPRR personnel, the City Utilities, the City Public Works, and City Administration have been very cooperative in support of this project.

The Grand Island Area Economic Development Corporation, executive committee has approved the application with \$100,000 forgivable loan and \$100,000 infrastructure grant.



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P.O. Box 1151

GRAND ISLAND, NE 68802-1151

**Project Application for Economic Development Programs**

1. Applicant Business Name CXT INCORPORATED AN LB FOSTER CO.  
 Address 710 E. US HIGHWAY 30  
 Telephone (308) 382-5400  
 Email Address jmccaslin@cxtinc.com  
 Business Contact Person JIM MCCASLIN  
 Telephone (504) 981-4391

2. Business Organization:  Corporation  Partnership  
 Proprietor  Other

3. Business Type:  Startup  Existing  
 Business Buyout  Spec Building  
 Other

4. Project Location:  
 Within the city limits of Grand Island.  
 Outside the city limits, but within the 2 mile zoning jurisdiction.  
 Outside the zoning jurisdiction of Grand Island in (county) \_\_\_\_\_

5. Product or Service Provided:

PRESTRESSED CONCRETE RAILROAD TIES

6. Project Description:

THIS PROJECT IS A FIVE YEAR CONTRACT WITH THE UNION PACIFIC RAILROAD TO SUPPLY CONCRETE TIES FOR THEIR NORTHERN LINE.

7. Project Timetable:

MINIMUM 5 YEARS

8. Employment Information:

Current # of employees 38 (full-time equivalent)

Proposed # of employees 52 (full-time equivalent)

What is the average hourly wage for all employees? W/OUT BENEFITS - \$13.90/HR

Number of new jobs to be created 14 (full-time equivalent)

What would be the average hourly wage for new jobs? \$13.90/HR

Number of jobs to be retained, if any \_\_\_\_\_ (full-time equivalent)

Please describe all benefits which the business provides to employees:

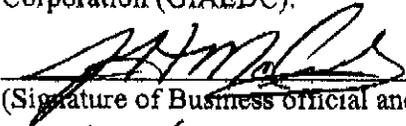
MEDICAL, DENTAL, SHORT TERM DISABILITY, LONG TERM DISABILITY, 401K

9. Financing/Incentives Requested:

AS DISCUSSED ON JANUARY 13, 2005 AND  
PER MARLAN FERGUSON WE ARE REQUESTING  
\$200,000<sup>00</sup> FINANCIAL ASSISTANCE.

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

  
(Signature of Business official and title)

CXT GRAND ISLAND PLANT MANAGER  
CXT OPERATIONS MANAGER.

1/17/05  
(Date)

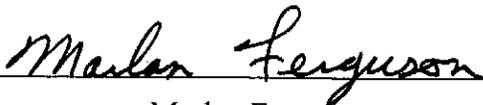
GIAEDC Project Application for LB-840 Funding

PROJECT: CXT Incorporated an LB Foster Co.

Date Referred to GIAEDC Executive Board: January 27, 2005

Approved: X Disapproved: \_\_\_\_\_ Date: January 27, 2005

Comments: \_\_\_\_\_

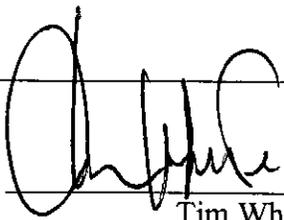
Signature of President:   
Marlan Ferguson

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Date Referred to Citizen's Review Committee: February 15, 2005

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Signature of Chairman:   
Tim White

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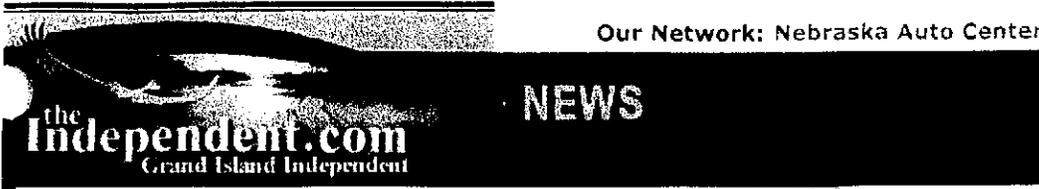
Date Referred to City Council: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Signature of Mayor: \_\_\_\_\_  
Jay Vavricek

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Web-Posted Feb 8, 2005

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# CXT to ask city raise power line

## City council to consider request at meeting

By Tracy Overstreet  
tracy.overstreet@theindependent.com

Rail tie manufacturer CXT is asking the city to raise a high-voltage electric line to accommodate a nearly \$10 million expansion project at the Grand Island plant at 710 E. Highway 30.

A design contract is before the Grand Island City Council Tuesday night. The city Utilities Department is recommending that Advantage Engineering of Chesterfield, Mo. be awarded a contract not to exceed \$52,000 to prepare plans and specifications to raise the line.

"We've moved lines for things like the Wood River floodway, I'm not sure if we've moved one for a business," said Utilities Director Gary Mader.

The cost of moving the line, will be paid by the company, not electric ratepayers, he said.

Grant help is also being sought to help finance the power line

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- Posted by srb, in our News Forum  
Topic: Social Security

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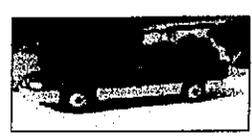
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Wash.

"We've committed to a high speed loading and unloading system and moving the transmission line is part of that," Millard said. "Without help, we'd be closing the Grand Island plant. It's that important."

CXT was awarded a five-year contract extension last month to produce, manufacture, and supply concrete railroad ties to the Union Pacific Railroad, Millard said.

"They are putting in concrete ties from Chicago to Salt Lake City," he said.

As part of that contract, CXT needs to be able to quickly load and unload the ties on rail cars. Currently about 60 cars can be loaded or unloaded in three days, Millard said. Once a new 50-foot tall, 70-foot wide and 50-ton gantry crane is installed by late summer, the loading and unloading of 60 rail cars will be done in a matter of 14 hours or less, he said.

To accommodate the crane and necessary clearance, Mader said the typically 70-foot high, 115,000-volt power lines will be raised to 110 feet. They will be the highest city transmission lines in Grand Island.

CXT will be requesting financial assistance under Grand Island's Local Option Municipal Economic Development Act, said Marlan Ferguson, president of the Grand Island Area Economic Development Corp.

At the start of the project, employment was at 38 and increased to 52 with an average salary of \$13.90 an hour, Ferguson said.

The jobs aren't new jobs, Millard said, but rather retained jobs that would have gone away if the transmission line isn't raised and if CXT hadn't been awarded the UP contract extension.

"We're going to change jobs that people there are already doing," Millard said. "With the contract, we have another five years of production at the plant, and hopefully a lot more."

CXT first opened in Grand Island in 1998 to produce about 1,000 concrete railroad ties a day. The company said concrete ties are more economical for railroads to use because about 500 fewer ties



#### MORE NEWS

- » Historic building's walls torn down
- » Nebraskans express praise, concern over budget proposal
- » CXT to ask city raise power line
- » Three deaths, many accidents blamed on slick roads in the area
- » Police suspect alcohol involved in fatal car accident in Kearney
- » Local news briefs
- » U.N.: Mad cow cases isolated
- » Red Cross Chili Cook-off enters 17th year as signature event
- » AOK week has impact in community
- » Grand jury: Smidt death a suicide
- » Road battle coming before county board

per mile are needed than wooden ties.

On the agenda

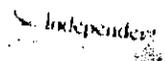
Other issues before the Grand Island City Council Tuesday include:

- Recognizing Fire Training Division Chief Troy Hughes and Fire Prevention Division Chief Fred Hotz each for 20 years of city service.
- Considering a conditional use permit to continue the sand and gravel pumping operation at 2819 S. Locust.
- Approving the one- and six-year street plan.
- Approving a utility easement at 3429 W. 13th for a Ruby Tuesday Restaurant.
- Appointing Councilman Bob Meyer to the Humane Society Board for a term through Dec. 31, 2005.
- Awarding a \$62,330 contract to Medtronic Physio-Control of Redmond, Wash. for six cardiac monitors for the Grand Island Fire Department.
- Approving the final plat of Backer Subdivision at 12th and Cherry Street for four lots of Habitat for Humanity homes.
- Meet in closed session regarding acquisition of real estate and personnel issues.

What: Grand Island City Council meeting

When: 7 p.m. Tuesday

Where: Grand Island City Hall, 100 E. First



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Working Together for a  
Better Tomorrow. Today.

May 6, 2004

Marlan Ferguson  
Grand Island Economic Development  
206 N Locust  
Grand Island NE 68801

MAY 10 2004

RE: CXT Project

Dear Marlan:

The Utilities Department of the City Of Grand Island was requested to provide a cost to underground the two 13.8kV circuits that cross the UPRR yards at about the extension of Stuhr Road. The estimate for the Department to place those overhead electrical lines underground is \$100,000.00 with other forces actually performing the bore under the tracks.

The Department has received estimates from Horizontal Boring to do the casing work. That estimate is \$145,000 to install a 24" x .438" casing 600 lineal feet across the Union Pacific ROW, 300 feet by boring and 300 feet by open cut. Inside the 24" casing would be four 6" HDPE conduits with spacers and annular fill.

Since CXT is making the concrete ties for UPRR it is probably in their best interest to acquire the necessary permits and insurance to accomplish the project. Past experience has shown a nine month application period for the Utilities Department to acquire the permits.

None of the costs involved with railroad permits, insurance, inspection, flagmen or other requirements of UPRR are included in the above estimates.

If given the approval, the Utilities Department would bid the placing of conduits and boring. CXT could also do this part of the project if they felt they could better control costs.

It is also our understanding the 115,000 volt lines would stay in place and CXT would make appropriate accommodations.

If we may be of further assistance, let us know.

Sincerely,

A handwritten signature in cursive script that reads "Bob Smith".

Bob Smith  
Assistant Utilities Director

RHS/pag

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## Quality Manufacturer of Prestressed Concrete Railroad Ties and Crossings

CXT Rail Products is a high quality manufacturer of prestressed concrete tie for heavy haul mainline, industrial track construction, light and high speed commuter rail projects. Experienced CXT professionals also design and produce prestressed concrete: grade crossing panels, turnout ties and specialty ties.

CXT manufacturing facilities, located in Washington and Nebraska, are ISO 9001 and PCI certified. Both plants maintain state of the art production processes capable of fabricating prestressed concrete products to exacting tolerances. The CXT engineering and sales staff work proactively with consultants, contractors, and customers to provide cost effective and durable products that meet or exceed rail project requirements.

15,000 Concrete Rail Ties

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## Company Profile

### CXT Incorporated

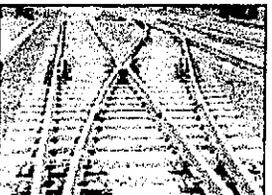
On June 30, 1999, CXT Inc. was acquired by the L.B. Foster Company which is engaged in the manufacture, fabrication and distribution of rail and trackwork, piling, highway products, earth wall systems, and threaded and coated pipe. Working together with L.B. Foster, CXT, Inc. continues to grow its precast concrete and railroad products markets. CXT maintains a leadership role in the design and development of concrete rail products, having produced more than 12 million prestressed concrete ties, more than any other North American manufacturer.

Our staff of experienced engineers and skilled tie-makers produce the finest concrete rail products available today. CXT makes a commitment to its customers, its industry, and its future that the quality of CXT products and services will always meet our customer's full satisfaction. Toward this end, CXT became ISO 9001 certified in 2000 and has maintained AAR M-1003 quality certification since 1995.

### CXT History

CXT, Inc. originated as Con-Force Costain Concrete Tie Co. Ltd. in 1973, designing, manufacturing, and marketing railroad ties throughout Canada, the United States, and Mexico. Seventy-five percent of original company was owned by Con-Force Products of Calgary, Canada, a Genstar Subsidiary, and twenty-five percent by Costain Concrete Limited of England.

In 1986, the name changed to CXT, Inc., an acronym for Concrete Cross Ties. Senior management and employees purchased the U.S. portion of the company from the offshore owners in 1990 with an ESOP. The firm then diversified into new products such as concrete turnout ties, grade crossing panels, and small buildings. Today, CXT, Inc. continues to explore and manufacture innovative new products for the prestressed concrete markets.



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News and Events

**MTA BALTIMORE LIGHT RAIL DOUBLE TRACK PROJECT**

The Light Rail Double Track Project is a \$150 million improvement project to upgrade designated areas of the Baltimore Central Light Rail Line (CLRL) that are currently single track. Construction of the project will take an estimated 4 1/2 years to complete. The first phase includes the use of over 6,300 419P CXT Transit Ties and 35+ CXT concrete tie turnouts: #6 turnouts, #6 DXO, #6 Special DXO and #8 turnouts. The turnouts are supplied with VAE Nortrak special trackwork.

The ties and turnouts were produced in both CXT Spokane and CXT Grand Island plants. The turnouts were produced in Spokane using a VAE Nortrak design. The 419P Transit Ties were produced in Grand Island. All materials will be shipped by December 2003. For this project, CXT is also introducing the use of a new patented insert called PIM (plastic-in-metal) for concrete turnout ties which will allow for significantly improved insert performance. Key features for this insert includes the elimination of cracks that are caused by lateral loads occurring during construction, allow for changing the bolt thread type after casting and simple replacement of broken bolts. Our Senior Design Engineer Rick Peterson is responsible for developing this new product. This same product was used in the Caltrain North and South CTX project.

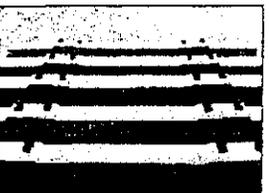
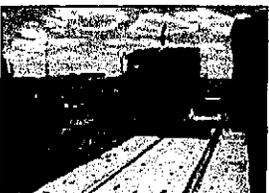
**PORT OF TACOMA - Pierce County Terminal Project**

The Port of Tacoma recently awarded the largest single capital improvement contract in Port history and the largest single container terminal north of Los Angeles. The Pierce County Terminal project is the centerpiece of the Port's five-year, \$341 million capital development program. Capital costs associated with the project include container and intermodal yards, associated infrastructure, utilities relocation, waterway and turning basin widening, and improvements to adjacent surface streets. Total capital costs associated with this project is approximately \$210 million.

The project also includes a 12 track intermodal and 7 track support yard with an estimated cost range of \$55 million. Expected to be completed in late 2004, CXT was awarded the project of supplying 19,000 prestressed concrete 419S-20 ties for 115RE in standard gauge track (4 feet 8-1/2 inches) furnished with USA Pandrol e-clips.

**PORT OF LONG VIEW - Industrial Rail Corridor Project**

The Port of Longview awarded CXT an order to supply prestressed concrete ties to the Industrial Rail Corridor Project. The \$21 million project is designed to improve the connection between the Burlington Northern Santa Fe and Union Pacific main-line rail and the Port's main facilities and industrial sites.



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## Contacts/Locations

### SPOKANE TIE PLANT

2420 N. Pioneer Lane, Spokane, WA 99216  
 Toll free: 800-790-2292, Phone: (509) 924-6300, Fax: (509) 927-0299

General Contact: Desiree Mendoza, [dmendoza@cxtinc.com](mailto:dmendoza@cxtinc.com)

### GRAND ISLAND TIE PLANT

710 E. US Highway #20, P.O. Box 1808, Grand Island, NE 68801  
 Phone: (308) 382-5400, Fax: (308) 382-3250

General Contact: Lori Engel, [lengel@cxtinc.com](mailto:lengel@cxtinc.com)

### SALES TEAM:

Dave Millard  
 Phone: (509) 921-8711, Mobile: (509) 995-3703, Email: [dmillard@cxtinc.com](mailto:dmillard@cxtinc.com)

Mark Hammons  
 Phone: (509) 921-8726, Mobile: (509) 979-6891, Email: [mhammons@cxtinc.com](mailto:mhammons@cxtinc.com)

Shaun Morgen  
 Phone: (509) 921-8777, Mobile: (509) 939-9204, Email: [smorgen@cxtinc.com](mailto:smorgen@cxtinc.com)



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The Port of Longview is the first full service operating port on the Columbia River.

Phase 1 of the project includes the supply of 6,000 CXT 419-22 e-clip ties designed for the LB Foster 136RE IQ rail. Slated for completion by December 2003, CXT sent out the first shipment of ties last October 19th.

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### **ST. LOUIS CROSS COUNTY METROLINK EXTENSION PROJECT**

CXT has been awarded the St. Louis Cross County Metrolink Extension Project.

Lanier Steel Products has placed an order for over 23,000 concrete ties for this 8.1 mile extension. This project is the third Metrolink project since 1998 for which CXT has provided concrete ties (total ties exceeds 110,000). The Cross County extension provides a critical connection between two major districts - Downtown St. Louis and Clayton. Nine new stations are planned including Skinker, University City- Big Bend, Forsyth, Clayton-Central, Richmond Heights- Galleria, Brentwood-Eager Road, Maplewood, Sunnen and Shrewsbury.

Railworks is the rail contractor for this project, which is scheduled for completion in late 2004.

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### **CALTRAIN CTX SOUTH PROJECT**

Caltrain has embarked on the second phase of a major passenger railroad construction project to address needed improvements to the rail corridor.



Once again, CXT has been awarded the supply of concrete ties and concrete turnout ties for the second phase of the Caltrain CTX project. CTX is a two phase project with over 80,000 concrete ties and 60 concrete turnout sets, all supplied by CXT, through LB Foster. Work on this project covers the rail corridor between Atherton and San Jose, California, and express tracks between Fair Oaks and Bowers avenue in Sunnyvale, California.

The joint venture of Herzog Construction Corporation / Stacy and Witbeck Inc. will continue to be the contractor for the second phase of the CALTRAIN CTX project, which is scheduled for completion around mid-2004.

Please join CXT in congratulating Rick Petersen, Senior Design Engineer, for passing the Professional Engineer Exam. This is no small feat - it requires 8 years of experience and/or schooling, along with passing two separate 8 hour exams. Rick has been with CXT in Spokane, WA for 8 years. Congratulations to Rick Petersen, P.E.

### **CANADIAN NATIONAL RAIL Project:**

CXT has received an order from Canadian National Railway for new 8'6"

concrete ties. Final specification changes and testing is now in its final phase. Production of these concrete ties is expected to start in January, 2003.

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#### **NORTHWEST LRT EXTENSION Project:**

CXT has just been awarded to supply over 15,000 concrete railroad ties for the City of Calgary's Northwest LRT Extension, from Brentwood Station to 53rd Street Northwest in Calgary, Alberta, Canada. Production of ties is scheduled to start immediately through mid October. The contract completion date is scheduled for November 15, 2002. The general contractor for the construction of this project is SNC Lavalin Incorporated, based in Vancouver, Canada. CXT's last project with SNC Lavalin was in 2000.

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#### **CALTRAIN CTX NORTH Project:**

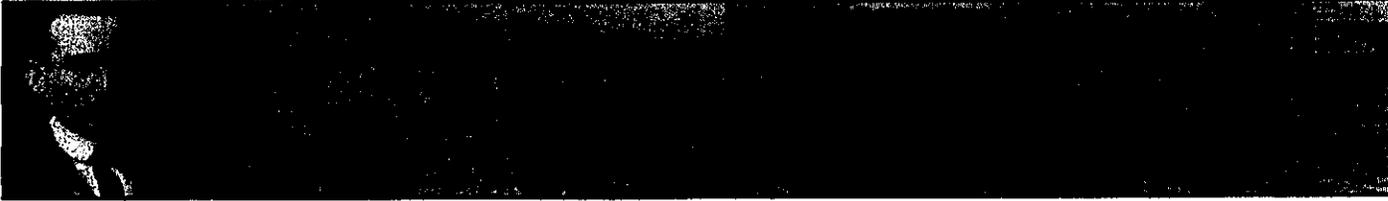
Early this year, CXT was awarded to supply concrete railroad ties, turnouts and crossing panel systems for the Caltrain CTX North Project in the San Francisco Bay Area in California with work extending from San Francisco to Menlo Park, where improvement to the rail corridor is much needed. This major construction project is being undertaken by general contractors: HCC/SW&I Constructors - a joint venture partnership between Herzog Contracting and Stacy & Witbeck Incorporated. The Caltrain CTX North project, which started construction early last month, is the first phase of a two-part project (second phase is the Caltrain CTX South project scheduled to be awarded sometime late Summer 2002) slated for completion by the 2nd quarter of 2004.

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## A Century of Experience. A Century of Solutions

L.B. Foster Company, a 100 year old American corporation, is a manufacturer and distributor of products for the transportation, construction, utility and energy markets. The corporation owns divisions and subsidiaries that supply products to industries requiring rail and rail accessories; sheet, pipe and H piling; bridge decking and highway products; earth retention systems and soundwalls; precast concrete buildings; and threaded and coated pipe. L.B. Foster markets its products worldwide.

Foster is committed to meeting customer requirements and increasing customer satisfaction through continual improvement of its products, services and the quality management system.

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## Company Overview

### L. B. Foster Company – A Century of Support for America's Infrastructure

Lee B. Foster was just 20 years old when he founded the Company that bears his name. Financed in 1902 with only a \$2,500 loan from Foster's father (which was repaid within six months), L. B. Foster Company grew over the next century to become a national leader in the manufacture, fabrication and distribution of surface transportation infrastructure-related products.

Foster founded the company to fulfill a transportation need he first observed while growing up around his father's oil business in Titusville, Pennsylvania. Many inquiries came to his father's company from mines, logging camps, and quarries regarding the availability of relay (used) rail. Because no truck transportation existed at that time, rail spurs, both permanent and temporary, represented the only means for transporting heavy materials to and from the jobsite. New rail was cost prohibitive, so Foster initiated the practice of selling relay rail- taken from abandoned and replaced railroads and urban transportation systems – to meet this need.

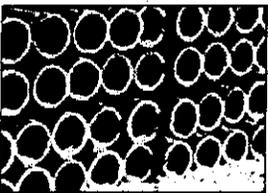
What set L. B. Foster Company apart from others in those early years and contributed greatly to the firm's success was the Foster Guarantee: "If the material is not up to the standard represented, ship it back and we will pay the freight both ways." This dedication to customer satisfaction is a core company value, and the Foster Guarantee is still in force today.

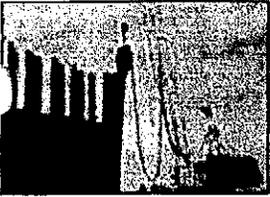
Lee Foster's success attracted the notice of his three brothers, Reuben, Sydney and Byron, who all joined the Company upon completion of their education and military service. The four brothers worked well together (Lee changed his sole proprietorship into a four-way partnership in 1918) and expanded the company into new markets and regions, opening offices in New York City in 1922 and Chicago in 1926.

The Company, which became publicly traded in 1981 (NASDAQ:FSTR), continues to supply products for rail markets, offering a full line of new and relay rail, trackwork, and accessories to railroads, mines and industry. Today, L. B. Foster's core business shares focus with other products used in the construction of the nation's infrastructure including piling, fabricated products for bridges and highways, mechanically stabilized earth wall systems, precast concrete modules, and pipe-related products.

Lee B. Foster II, the founder's grandson, became President and Chief Executive Officer of the company in 1990, providing a vital link between the company's past and present, expanding the firm's core competency, and developing new niche markets. Today, as Chairman of the Board, he remains a vital part of the team shaping the Company's future.

In 1999, the firm acquired CXT Inc., a leading manufacturer of engineered concrete products for the railroad and transit industries. The acquisition better positioned L. B. Foster Company to serve rail and transit customers with a





sophisticated mix of products and services, delivering comprehensive project capabilities on even the largest undertakings.

The Company's products have been incorporated into many well-known national projects, such as rail serving the Port of Los Angeles, materials for the Brooklyn Bridge rehabilitation, and transit fasteners installed on the transit system rebuild under New York's World Trade Center.

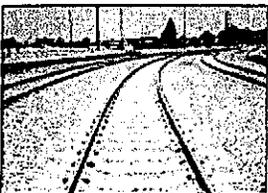
As America has grown, L. B. Foster Company has grown as well, providing the products necessary to build the nation's infrastructure. And as that infrastructure continues to expand and require maintenance, L. B. Foster will be there with the products and services to keep it strong and vital.

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L. B. Foster Company is dedicated to sustainable profitable growth via its commitment to providing quality products and services to our customers and treating our customers, suppliers and employees as partners. Over the past several years the Company has undergone significant change in response to substantial changes in the markets in which we participate and in anticipation of the ongoing evolution of world markets and business practices. Approximately one third of our revenues are derived from markets and products that we did not operate in as recently as five years ago. Our corporate culture embodies change management and we view well-planned change as a necessity for improvement in everything we do and in our operating results.

L.B. Foster Company is committed to being a good corporate and community citizen. We take both these roles seriously. Regardless of what we do or where we go, we take our values with us.

### Annual Meeting

The annual meeting of shareholders will be held on Wednesday May 25, 2005.

### Investor Information

Investors may write to Investor Relations at:  
L. B. Foster Company, 415 Holiday Drive, Pittsburgh, PA 15220.

Stock Listing  
Common NASDAQ Exchange  
Ticker symbol FSTR

| Quarter | 2002   |        | 2003   |        | 2004   |        |
|---------|--------|--------|--------|--------|--------|--------|
|         | High   | Low    | High   | High   | High   | Low    |
| First   | \$6.19 | \$4.60 | \$4.91 | \$3.52 | \$9.00 | \$6.50 |
| Second  | \$6.05 | \$5.03 | \$5.76 | \$3.85 | \$8.30 | \$7.35 |
| Third   | \$5.84 | \$3.65 | \$6.10 | \$4.90 | \$9.33 | \$6.86 |
| Fourth  | \$4.93 | \$3.51 | \$7.00 | \$5.61 | \$9.70 | \$7.05 |

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## ECONOMIC DEVELOPMENT AGREEMENT

In reliance upon the business plan of CXT Incorporated (Employer) which will have a beneficial economic impact upon the Grand Island area by increasing employment opportunities, the City of Grand Island (The City) and the Grand Island Area Economic Development Corporation (the Development Corporation) hereby agree to provide Employer with the assistance described in this Economic Development Agreement. Employer hereby accepts the economic assistance expressly set forth below and agrees to the terms and conditions hereby, including, without limitation, the terms and conditions of repayment.

### Section 1

#### BUSINESS PLAN

CXT Incorporated, an L.B. Foster Company has headquarters in Spokane, Washington. CXT has manufactured pre-stressed concrete railroad ties at 710 East U.S. Highway 30 in Grand Island for several years employing thirty-eight (38) Employees. This new project is a result of a new contract with Union Pacific Railroad to supply concrete ties for their northern line. CXT initially looked at sites in Wyoming, Iowa and Columbus, Nebraska, to determine the most effective and efficient location between Salt Lake City and Chicago. Although the Grand Island site will require a substantial investment to get the efficiency necessary to meet the contract demands, this site was chosen over the others. Part of the decision was based on community support and incentive funding as well as the proven work ethic of the existing Employees.

CXT plans to invest nearly \$10,000,000.00 in state of the art equipment and increase the number of Employees to at least fifty-two (52) with the average salary of \$13.90 per hour. With new technology the production from this plant is expected to double. The expanded plant will have the capacity to load sixty (60) rail cars in a matter of fourteen (14) hours or less in comparison to the current three (3) days time frame.

In order to meet the demands and utilize this site several infrastructure needs had to be met. These include building a new rail spur to accommodate an entire sixty (60) unit train. This will be done with no negative impact to the neighbors currently utilizing an existing spur. Surface water drainage will be altered and all consideration of the neighbors will be

addressed including a new exit from Highway 30 for MFS/York. In addition, two (2) power lines will need to be altered. One will be placed underground at an estimated cost of \$250,000.00 and the other will be raised to accommodate a gantry crane at an estimated cost of \$400,000.00. The UPRR personnel, the City Utilities, the City Public Works, and City Administration have been very cooperative in support of this project.

## Section 2

### GRANT FOR INFRASTRUCTURE

The City and the Development Corporation will grant One Hundred Thousand and No/100 Dollars (\$100,000.00) to Employer for it to apply to the construction costs of the infrastructure and plant expansion described in the Business Plan. Payment will be made to Employer after approval under The City's Economic Development Program. Payment will be made by The City within ten (10) days after Employer provides Development Corporation with satisfactory evidence that Employer has paid that amount or has become contractually obligated to pay that amount as part of the costs of the infrastructure described in the Business Plan.

This grant will not be repayable by Employer to The City if Employer does substantially complete the infrastructure and plant expansion described in the Business Plan within twenty-four (24) months after the grant is paid by The City. However, the grant will be repayable upon demand of the Development Corporation if the infrastructure and plant expansion are not substantially completed within that time frame.

## Section 3

### TERMS USED HEREIN

As used in this Economic Development Agreement the following words and phrases shall mean the following:

1. Employees means the number of fulltime equivalent persons employed by Employer at the above stated location as of the end of the Measuring Year and determined as follows: divide the total number of regular time hours that Employer paid Employees to work during the Measuring Year (including forty (40) hours per week for each week worked by each salaried Employees) by 2080.

2. The Base Year means the twelve (12) calendar months ending upon the last day before the beginning of the first Measuring Year.

3. The first Measuring Year shall begin upon the first day of the next month after Employer receives The Advance under the provisions of Section 5, paragraph 1, below, and end on the last day of the twelfth (12th) consecutive calendar month thereafter. The subsequent Measuring Years shall have the same fiscal year as the first Measuring Year.

4. Employment Certificate means a written statement certified to be true and correct by the President of Employer and attested by the Chief Financial Officer of Employer. It shall be delivered to the Development Corporation within fifteen (15) days after the close of the Base Year and within fifteen (15) days after the close of each Measuring Year through and including the 6th Measuring Year. It shall state (i) the total number of hours for which Employer paid hourly Employees and (ii) the number of salaried Employees and the number of weeks each were employed by Employer at Grand Island, Nebraska, during the applicable Base or Measuring Year.

#### Section 4

#### EMPLOYMENT REQUIREMENTS

1. Employer shall have had thirty-eight (38) Employees during the Base Year.

2. The Employment Certificate for the first Measuring Year will show that Employer had not fewer than thirty-eight (38) Employees during that Measuring Year.

3. The Employment Certificate for the second thru fifth Measuring Years will show that Employer had not fewer than an average of fifty-two (52) Employees during those years.

4. Employer must (i) meet each of the Employee levels set forth in paragraphs 2 through 3, above, for each Measuring Year and (ii) must continuously employ that many Employees, or more, for each of the Measuring Years three (3), four (4), five (5) and six (6).

## Section 5

### MONETARY ADVANCES

1. Not later than the last day of the month in which Employer substantially completes the infrastructure and plant expansion described above in the Business Plan and this Economic Development Agreement is approved under The City's Economic Development plan, the City will advance Employer One Hundred Thousand and No/100 Dollars (\$100,000.00) (The Advance).

2. If Employer meets the Employee requirements (i) and (ii) set forth in Section 4, paragraph 4, above, Development Corporation will forgive the repayment by Employer of The Advance.

3. If for any Measuring Year Employer fails to meet the Employee requirements (i) and (ii) set forth in Section 4, paragraph 4, then Employer shall repay The Advance to The City. The payment shall become due on the last day of the Measuring Year for which the requirements were not met and shall be paid with interest on the unpaid balance at the rate of eight (8%) per annum thereafter until paid in full.

## Section 6

### LEGAL EFFECT

1. Notwithstanding any other provision of this agreement Employer agrees as follows:

(a) If Employer is merged into or with any other corporation, limited liability company or partnership, the provisions of this agreement shall continue in full force and effect and shall be binding upon the surviving organization.

(b) If prior to the end of the sixth (6th) Measuring Year Employer or its successor discontinues the primary operation of its business in Grand Island, Nebraska, by reason of the transfer of its assets to another person or company or for any other reason, then immediately and without any further notice being required Employer shall repay the entire amount of The Advance to The City provided, however, that the Development Corporation may waive the provisions of this subparagraph (b) if a transferee of all of Employer's assets which is acceptable to

Development Corporation agrees in writing to assume the obligations of Employer hereunder.

2. Upon request of Development Corporation, Employer, and its successors, shall furnish any additional documentation Development Corporation deems necessary to confirm that Employer has met its obligations under this Economic Development Agreement.

3. The contents of this Economic Development Agreement contain all of the agreements and understandings between the Development Corporation, The City and Employer relative to the provisions hereof and the specified repayment and supersedes any and all prior agreements and understandings whether written or oral concerning economic development grants or incentives.

4. The provisions of this agreement are fully binding upon the Development Corporation and upon Employer and upon their respective successors.

Dated this \_\_\_\_\_ day of March, 2005.

GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION

CXT INCORPORATED, Employer

By Marlan Ferguson  
Marlan Ferguson, President

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

THE CITY OF GRAND ISLAND

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

RESOLUTION 2005-73

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, CXT Incorporated, an L.B. Foster Company, has applied for a forgivable loan in the amount of \$100,000 and a \$100,000 infrastructure grant from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation and was approved on February 15, 2005 by the Citizens Advisory Review Committee; and

WHEREAS, CXT Incorporated will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to CXT Incorporated as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and CXT Incorporated, an L.B. Foster Company, to provide a \$100,000 infrastructure grant and \$100,000 in economic assistance through a forgivable loan to CXT Incorporated, to be used for establishing its business at 710 East Highway 30 in Grand Island is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item I2

**#2005-74 - Approving Economic Development Incentive  
Agreement with Love Signs**

Staff Contact: Doug Walker

# **Council Agenda Memo**

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

**Meeting:** March 8, 2005

**Subject:** Authorizing the City to Enter Into an Economic Development Agreement with Love Signs of Grand Island, L.L.C.

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

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

## **Background**

The voters of the City of Grand Island approved an Economic Development Plan at the May 6, 2003 election. Subsequent to the election, the city has adopted an ordinance that establishes the Economic Development Plan and the Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives. Love Signs of Grand Island, L.L.C., has applied for a forgivable loan from the Grand Island Area Economic Development Corporation pursuant to the Economic Development Plan. This application has been reviewed and approved by the Executive Committee of the Economic Development Corporation and by the Citizens Advisory Review Committee. Love Signs' application is now being forwarded to the City Council for its approval pursuant to the city's Economic Development Plan.

## **Discussion**

The Economic Development Corporation has taken the application of Love Signs of Grand Island, L.L.C., for a \$42,000 forgivable loan as an incentive to assist with the location of a facility to manufacture signs in the City of Grand Island. An Economic Development Agreement has been prepared by the Economic Development Corporation which sets forth the terms under which Love Signs would receive these benefits. Love Signs would receive a \$42,000 forgivable loan which would not have to be repaid if it meets all the employment targets during the five year period for which the agreement would be in effect. The Economic Development Agreement spells out in detail how the employment targets would be calculated and what amounts would be paid back if these targets are not met. The application of Love Signs of Grand Island, L.L.C. meets all the criteria for extending economic incentives and the Economic Development Corporation's

Executive Board as well as the Citizens Advisory Review Committee have both unanimously recommended approval of the Economic Development Agreement by the Grand Island City Council. For the above mentioned reasons, city administration is seeking City Council approval of the resolution authorizing the city to enter into the Economic Development Agreement with Love Signs of Grand Island, L.L.C.

### **Alternatives**

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

1. Move to approve the resolution authorizing the city to enter into the Economic Development Agreement with Love Signs of Grand Island L.L.C.
2. Deny the Economic Development Agreement.
3. Modify the Agreement to meet the wishes of the Council.
4. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council approve the resolution authorizing the city to enter into the Economic Development Agreement with Love Signs of Grand Island, L.L.C.

### **Sample Motion**

Motion to approve the resolution authorizing the city to enter into the Economic Development Agreement with Love Signs of Grand Island, L.L.C.



5. Product or Service Provided: Firm will be in the business of manufacturing and selling commercial signs.

6. Project Description: Commercial sign manufacturing plant to begin operations 1/1/05. Members of L.L.C. will be Brad Love and Brian Henn. Love is from Norfolk, NE, where he has similar sign manufacturing business. Henn is former salesman for Love. Henn has substantial sign sales experience. In addition, Henn has substantial manufacturing experience having recently managed both the Chief Industries Eds Plant as well as their King of the Road Plant in Bradshaw.

7. Project Timetable: Firm has been capitalized and begins operations 1/1/05. Has leased Facilities from Starostka, building to be complete 2/15/05.

8. Employment Information:

Current # of employees 0 (full-time equivalent)

Proposed # of employees 7 (full-time equivalent)

Will have seven employees to begin operations. Will have 20 employees at end of year three

What is the average hourly wage for all employees? \$15.00/hour Excluding commissioned Salesman and Manager.

Number of new jobs to be created 7 (full-time equivalent)

Will have 20 at end of 3<sup>rd</sup> year

What would be the average hourly wage for new jobs? \$15.00/hour excluding commissioned Salesman and Manager.

Number of jobs to be retained, if any N/A (full-time equivalent)

Please describe all benefits, which the business provides to employees:

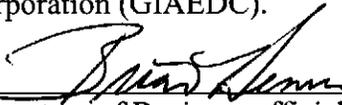
1. Will pay 100% of Employee Health
2. Will provide \$10,000 Life per employee

9. Financing/Incentives Requested:

\$100,000, 5 year Term Loan with 20% to be repaid (forgiven) annually upon audit of payroll records. Loan will be guaranteed by both Love, Henn and spouses.

NOTE: Additional Information may be required and made part of this application by attachment.

To the best of my knowledge, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporation (GIAEDC).

 PRESIDENT  
(Signature of Business official and title)

2/11/05  
(Date)

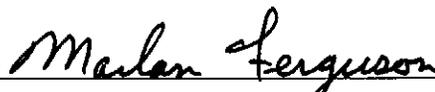
GIAEDC Project Application for LB-840 Funding

PROJECT: Love Signs

Date Referred to GIAEDC Executive Board: January 13, 2005

Approved: X Disapproved: \_\_\_\_\_ Date: January 13, 2005

Comments: \_\_\_\_\_

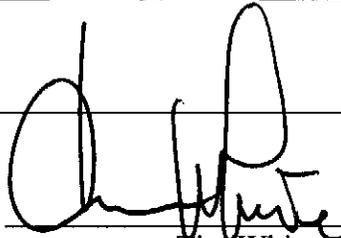
Signature of President:   
Marlan Ferguson

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Date Referred to Citizen's Review Committee: February 15, 2005

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Signature of Chairman:   
Jim White

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Date Referred to City Council: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Signature of Mayor: \_\_\_\_\_  
Jay Vavricek

Love Signs of Grand Island L.L.C.  
Business Summary

Love Signs L.L.C. is a new company founded by Brad Love and Brian Henn. Both men have proven track records within the industry. Brad Love along with his wife Kris have operated Love Signs, Inc. Norfolk Ne. for the past 25 years. Brad is currently a member of WSA World Sign Association, an elite group of sign companies that lead the industry on a variety of issues. Brad has also served on the E.D.S. Electronic Display Systems Dealer Advisory Board for the past 8 years. Brian Henn has over 18 years experience in all aspects of the business and has held a General Management position for the past 11 years with a major Nebraska based manufacturing company. Both men share common core business values that has driven their success throughout their business careers.

The business will be located in a newly constructed facility at 3030 West Old Hwy 30, Grand Island Ne. This is a new 10,000 sq ft steel building that will house office and manufacturing space for this start-up business. This is a lease purchase arrangement with Starostka Group Unlimited. The building is being constructed currently and the company is projecting February 15<sup>th</sup> occupancy. The value of the facility is \$441,020.00 including overhead cranes within the facility.

The initial capital was provide by the two partners in the amount of \$150,000 with additional financing for long and short term needs provided by Heritage Bank Grand Island. The company will be investing an estimated \$150,000 in equipment with additional capital needs in the near future. Our inventory investment is estimated at a rolling average of \$20,000.

The business will start with a core group of 7 people with over 100 years combined industry experience. Our business model calls for a total head count of 13 people at the end of the first year. The company believes that by the end of our second business year we will employ 20 to 25 people. With approximately 15 plus jobs in production, service and installation type positions with an average wage of \$14 to \$15 per hour. Successful sign company's employee very technical people and continue to invest in their education. It is the company's plan to move additional manufacturing from the Norfolk location to Grand Island in the next 3 to 5 years to capitalize on this expanded trade area and available quality labor force. This would add an additional need for 12 to 15 more production employees at an average wage of \$14 to \$15 per hour.

In addition Love Signs L.L.C. will bring additional dollars to the Grand Island area as we have 2 anchor accounts that will take our products to surrounding states that included; Kansas, Iowa, Colorado, South Dakota and Minnesota.

First year employment projection:

- (1) Mgr/Owner \$80,000
- (1) Office Mgr. \$14 per hour
- (1) Sales \$100,000 per year
- (4) Service & installation Technicians at \$15 to \$18 per hour
- (1) Vinyl Graphics/CNC operator \$12 to \$14 per hour
- (1) Drafting/Job Coordinator \$37,000 per year
- (3) Sign manufacturing at \$14 to \$15 per hour
- (1) Receptionist at \$10 to \$12 per hour

## ECONOMIC DEVELOPMENT AGREEMENT

In reliance upon the business plan of Love Signs of Grand Island, L.L.C. (Employer) which will have a beneficial economic impact upon the Grand Island area by increasing employment opportunities, the City of Grand Island (The City) and the Grand Island Area Economic Development Corporation (the Development Corporation) hereby agree to provide Employer with the assistance described in this Economic Development Agreement. Employer hereby accepts the economic assistance expressly set forth below and agrees to the terms and conditions hereby, including, without limitation, the terms and conditions of repayment.

### Section 1

#### BUSINESS PLAN

Employer represents that its business plan includes entering into a lease-purchase agreement with the owner of a new 10,000 square foot building located at 3030 West Old Highway 30 in Grand Island. The building will house office and manufacturing space for Employer's start-up business of manufacturing commercial signs. Employer will begin with seven (7) Employees who have over 100 years combined experience in the sign industry. Employer intends to increase the number of its Employees there to twenty-five (25) by the end of its fourth (4th) year. Throughout that period the average wage of those Employees will be \$15.00 per hour.

### Section 2

#### TERMS USED HEREIN

As used in this Economic Development Agreement the following words and phrases shall mean the following:

1. Employees means the number of fulltime equivalent persons employed by Employer at the above stated location as of the end of the Measuring Year and determined as follows: divide the total number of regular time hours that Employer paid Employees to work during the Measuring Year (including forty (40) hours per week for each week worked by each salaried Employees) by 2080.

2. The Base Year means the twelve (12) calendar months ending upon the last day before the beginning of the first Measuring Year.

3. The first Measuring Year shall begin upon the first day of the next month after Employer receives The Advance under the provisions of Section 4, paragraph 1, below, and end on the last day of the twelfth (12th) consecutive calendar month thereafter. The subsequent Measuring Years shall have the same fiscal year as the first Measuring Year.

4. Employment Certificate means a written statement certified to be true and correct by the Manager of the limited liability company of Employer and attested by its chief accountant. It shall be delivered to the Development Corporation within fifteen (15) days after the close of the Base Year and within fifteen (15) days after the close of each Measuring Year thereafter. It shall state (i) the total number of hours for which Employer paid hourly Employees and (ii) the number of salaried Employees and the number of weeks each were employed by Employer at Grand Island, Nebraska, during the applicable Base or Measuring Year.

### Section 3

#### EMPLOYMENT REQUIREMENTS

1. Employer shall have had no Employees during the Base Year.

2. The Employment Certificate for the third (3rd) Measuring Year will show that Employer had not fewer than ten (10) Employees during that Measuring Year.

3. The Employment Certificate for the fourth (4th) Measuring Year will show that Employer had not fewer than twenty (20) Employees during that Measuring Year.

4. The Employment Certificate for the fifth (5th) Measuring Year will show that Employer had not fewer than twenty-five (25) Employees during that Measuring Year.

5. Employer must (i) meet each of the Employee levels set forth in paragraphs 2 through 4, above, for each Measuring Year and (ii) must continuously employ that many Employees, or more, for each of the next three (3) Measuring Years. For example, Employer will have met the requirements of the third (3rd)

Measuring Year if Employer had (i) not less than ten (10) Employees in that year and (ii) had not less than ten (10) Employees in the fourth (4th), fifth (5th) and sixth (6th) Measuring Years.

#### Section 4

##### MONETARY ADVANCES

1. Not later than the last day of the month in which Employer opens for business at its above stated location in Grand Island, Nebraska and funds are approved under The City's Economic Development Program, The City will advance Employer Forty-two Thousand and No/100 Dollars (\$42,000.00) (The Advance).

2. For each Measuring Year that Employer meets the Employee requirements (i) and (ii) set forth in Section 3, paragraph 5, above, Development Corporation will forgive the repayment by Employer of Fourteen Thousand and No/100 Dollars (\$14,000.00) of The Advance.

3. If for any Measuring Year Employer fails to meet the Employee requirements (i) and (ii) set forth in Section 3, paragraph 5, then the amount, if any, of the amounts forgiven by prior years performance under the provisions of paragraph 2 of this Section shall be deducted from The Advance and Employer shall repay the balance to The City. The balance shall become due on the last day of any Measuring Year for which the Employment Certificate shows that the requirements of that Measuring Year or any other Measuring Year were not attained or became unattainable and shall be paid with interest on the unpaid balance at the rate of eight (8%) per annum until paid in full.

#### Section 5

##### LEGAL EFFECT

1. Notwithstanding any other provision of this agreement Employer agrees as follows:

(a) If Employer is merged into or with any other corporation, limited liability company or partnership, the provisions of this agreement shall continue in full force and effect and shall be binding upon the surviving organization.

(b) If Employer or its successor discontinues the primary operation of its business in Grand Island, Nebraska, by reason of the transfer of its assets to another person or company or for any other reason, then immediately and without any further notice being required the entire amount of The Advance which is then repayable to The City or which would become repayable after a lapse of time as provided in this agreement, shall become immediately due and payable; provided, however, that the Development Corporation may waive the provisions of this subparagraph (b) if a transferee of all of Employer's assets which is acceptable to Development Corporation agrees in writing to assume the obligations of Employer hereunder.

2. Upon request of Development Corporation, Employer, and its successors, shall furnish any additional documentation Development Corporation deems necessary to confirm that Employer has met its obligations under this Economic Development Agreement.

3. The contents of this Economic Development Agreement contain all of the agreements and understandings between the Development Corporation, The City and Employer relative to the provisions hereof and the specified repayment and supersedes any and all prior agreements and understandings whether written or oral concerning economic development grants or incentives.

4. The provisions of this agreement are fully binding upon the Development Corporation, The City and upon Employer and upon their respective successors.

Dated this 28<sup>th</sup> day of February, 2005.

GRAND ISLAND AREA ECONOMIC  
DEVELOPMENT CORPORATION

By Marlan Ferguson  
Marlan Ferguson, President

LOVE SIGNS OF GRAND ISLAND,  
L.L.C., Employer

By Brian Henn  
Printed Name BRIAN HENN,  
Manager of the LLC

THE CITY OF GRAND ISLAND

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

RESOLUTION 2005-74

WHEREAS, on July 22, 2003, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Love Signs of Grand Island, L.L.C., a limited liability company, has applied for a forgivable loan in the amount of \$42,000 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation and was approved on February 15, 2005 by the Citizens Advisory Review Committee; and

WHEREAS, Love Signs of Grand Island, L.L.C. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Love Signs of Grand Island, L.L.C. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Love Signs of Grand Island, L.L.C., to provide \$42,000 in economic assistance through a forgivable loan to Love Signs of Grand Island, L.L.C., to be used for establishing its business at 3030 West Old Highway 30 in Grand Island is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item I3

**#2005-75 - Approving Acceptance of the Site and Need Study and City Administration Recommendation for Fire Station #1 and Fire Training Center Facilities**

Staff Contact: Gary Greer

# **Council Agenda Memo**

**From:** Gary D. Greer, City Administrator

**Meeting:** March 8, 2005

**Subject:** Approving the Fire Station and Fire Training Center Study and Authorizing the City to Proceed with Administration Recommendations for Replacement of Fire Station No. 1

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

**Presenter(s):** Gary D. Greer, City Administrator

## **Background**

At the March 1<sup>st</sup> study session, a presentation was made to the City Council by consultants retained by the city to render advice on the location of a new fire station and a new fire training facility. At the conclusion of the consultant's presentation a recommendation was made by administration for a three bay fire station to be located at a site on Fonner Park property. Administration also recommended that the city locate the new fire training center on land adjacent to the east side of the College Park property.

## **Discussion**

At the conclusion of the presentations made by the consultants for the location of a replacement for Fire Station #1 and for the Fire Training Center, city administration recommended that the new fire station be located at a site on Fonner Park property. Administration also recommended that the fire station be a three bay building of approximately 12,000-15,000 square feet and estimated that the cost would be approximately \$2,400,000. Administration further recommended that the fire station be financed out of accumulated sales tax revenues so that the project would not need to be bonded. Council member Pielstick, at the conclusion of the study session, recommended that administration proceed with its proposal for the new fire station facility.

At the study session, a discussion was also entered into regarding the location of the fire training center. A consensus appeared to be reached among the council members that a good location for the fire training center would be on property east of and adjacent to the College Park property on the north of Highway 34 in Grand Island.

City administration is also recommending that the city begin the process of doing the preliminary work for site acquisition for the fire training facility. The resolution being proposed will establish a direction for the city to take on these projects and authorize the city to proceed with fixing a location at Fonner Park for Fire Station #1 and proceed for planning for that station and would also authorize the city to begin the process of site acquisition for a fire training facility. The resolution being recommended will also accept the fire station study and the fire training facility study.

### **Alternatives**

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

1. Move to approve the resolution accepting the fire station and fire training facility study and authorizing the city to proceed with Fire Station #1 and the fire training facility.
2. Modify the resolution to meet the wishes of the council.
3. Take no action on the issue.

### **Recommendation**

City Administration recommends that the Council approve the resolution authorizing the city to proceed with site acquisition and design of a new Fire Station #1, to begin the process of site acquisition for a fire training facility, and accepting the fire station and fire training facility study.

### **Sample Motion**

Motion to approve the resolution authorizing the city to proceed with a replacement facility for Fire Station #1, to begin the process of property acquisition for the fire training facility, and accepting the fire station and fire training facility study.

RESOLUTION 2005-75

WHEREAS, on November 9, 2004, by Resolution 2004-289, the City Council of the City of Grand Island approved the proposal of RDG Schutte Wilscam Birge, Inc. of Omaha, Nebraska (hereafter "RDG") to prepare a Site and Needs Study for the Fire Department for a new Headquarters Fire Station and a new Fire Training Center; and

WHEREAS, on March 1, 2005, at the Grand Island City Council Study Session, RDG presented such study for review and discussion; and

WHEREAS, at the conclusion of such presentation, City Administration recommended (a) that a replacement fire station be built without headquarters on donated land on Fonner Park property, (2) that such fire station be constructed and purchased in cash, (3) that the fire station located in the northeast portion of the City be studied further, and (4) that city staff pursue the acquisition of land east of Central Community College for the construction of a fire training facility.

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

1. The City hereby accepts the Site and Needs Study prepared by RDG Schutte Wilscam Birge, Inc. of Omaha, Nebraska, outlining the future facility needs of the Grand Island Fire Department.
2. The City hereby accepts and approves the recommendations of the City Administrator made at the City Council Study Session of March 1, 2005 as set out above.
3. City staff is hereby authorized to pursue the acquisition and development of a fire station without headquarters to be located on donated land on Fonner Park property to replace Fire Station No. 1.
4. City staff is hereby authorized to pursue the acquisition of property east of Central Community College for the construction of a fire training facility.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2005.

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RaNae Edwards, City Clerk

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| March 3, 2005       | ☐ City Attorney |



# City of Grand Island

Tuesday, March 08, 2005

Council Session

## Item J1

### **Approving Payment of Claims for the Period of February 23, 2005 through March 8, 2005**

*The Claims for the period of February 23, 2005 through March 8, 2005 for a total amount of \$2,127,076.17. A MOTION is in order.*

Staff Contact: RaNae Edwards