



City of Grand Island

Tuesday, January 24, 2017

Council Session

Item E-2

Public Hearing on Acquisition of Lot 2, Pedcor Subdivision located at the Northeast Corner of James Road and Husker Highway (4.0 Investments LLC)

Council action will take place under Consent Agenda item G-11.

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: January 24, 2017

Subject: Public Hearing on Acquisition of Lot 2, Pedcor Subdivision (4.0 Investments LLC); Northeast Corner of James Road and Husker Highway

Presenter(s): John Collins PE, Public Works Director

Background

Currently Lift Station No. 20 sits just south of Lot Two (2) in Pedcor Subdivision. This particular piece of land is the best candidate for the lift station upgrade and partial forcemain replacement due to its close proximity to the existing lift station. Wastewater staff is working through plans to upgrade Lift Station No. 20, which will include a larger wet well, upgraded pumps and controls. In order for such lift station upgrades to take place the City needs to acquire the lot shown on the attached sketch.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Discussion

Engineering staff of the Public Works Department have worked with the property owner, who has agreed to a purchase price of \$150,000.00 for the City's acquisition of Lot Two (2) in Pedcor Subdivision. This piece of property will allow for the larger footprint made by the Lift Station No. 20 upgrade and partial forcemain replacement, as well as accommodate anticipated growth to the south and west.

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of Lot Two (2) in Pedcor Subdivision.

Sample Motion

Move to conduct a Public Hearing and approve the acquisition.

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
TOTAL ACQUISITION CONTRACT - INDIVIDUAL**

Copies to:
1. Owner
2. Buyer

Project No.: Grand Island Lift Sta. No. 20
Control No.: N/A
Tract No.: N/A

THIS CONTRACT, made and entered into this _____ day of _____, 2017, by and between, 4.0 Investments LLC, a Nebraska Limited Liability Company, organized and existing under and by virtue of the laws of the State of Nebraska, Address: P.O. Box 423, Grand Island, NE 68802 hereinafter called the OWNER, and The City of Grand Island, Nebraska, hereinafter called the BUYER.

TOTAL ACQUISITION

1. In consideration of the payment or payments specified below, the OWNER hereby agrees to execute to the BUYER a deed which will be prepared and furnished by the BUYER to certain real estate described in:

LOT 2, PEDCOR SUBDIVISION, an addition to the City of Grand Island, Hall County, Nebraska

2. As the entire consideration for the above described property, the BUYER agrees to pay to the OWNER the sum of ONE HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$150,000.00) upon receipt of a deed from the OWNER and said OWNER authorizes the BUYER to withhold, deduct and pay on behalf of the OWNER those amounts due and owing for taxes, claims of record, and judgments to claimant, county or city. That the OWNER agrees that payment of the above sum by the BUYER to the OWNER shall relieve the BUYER of all further obligations of claims on this property and account and any further claims arising shall be the responsibility of the OWNER and the BUYER shall be held harmless by the OWNER on any future claims, taxes or judgments on this property.

3. The date of execution of this contract shall be the date when the same is signed on behalf of the BUYER as set out below. Possession shall be deemed relinquished upon the OWNER delivering the keys, to the premises, to the BUYER or by notifying the BUYER in writing that the premises have been vacated and upon payment by the BUYER, of the payment herein specified at which time, the OWNER shall not refuse the BUYER entry or in any way hinder the BUYER from entering.

a. If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the deed, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrances shall in writing waived his/her right to receive such payment. The OWNER agrees not to further encumber the property in any manner, nor create any other interests therein. It is expressly understood that time is of the essence in this contract.

b. Rental agreements, modification or extensions of time pertaining to entry or to possession, if any, shall be made by separate written contract and the time and terms of entry or for taking possessions set forth in such separate contract shall prevail.

4. Until the BUYER shall take possession and the OWNER or tenant continues to occupy the property during such period, the OWNER agrees: to keep the property free of damage and waste during such period; to assign the policy of insurance in force on this property to the BUYER; to notify such insurance carrier of such assignment.

5. The BUYER agrees to pay all expenses for abstracts of title and title insurance.

6. This contract shall be binding on both parties as soon as it is signed by both parties and, in signing this contract, the OWNER places no reliance upon any promises, verbal agreements or understanding except as set forth in this contract.

7. This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

OWNER: 4.0 Investments LLC
Limited Liability Company

By: [Signature]
Managing Partner

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Hall) ss.

Dated this 12 day of January, 2017, before me, a General Notary Public duly commissioned and qualified, came Gordon Glade Managing Partner of 4.0 Investments LLC, a Nebraska Limited Liability Company, to me personally known to be the respective officer of said Limited Liability Company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed as such officer and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year above written.



[Signature]
NOTARY PUBLIC

BUYER: The City of Grand Island, Nebraska

BY: _____

STATE OF _____)
COUNTY OF _____) ss.

Dated this ____ day of _____, 2017, before me, a General Notary Public, duly commissioned and qualified, personally came _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)

NOTARY PUBLIC

