
City of Grand Island



Tuesday, May 8, 2018
Council Session Packet

City Council:

Linna Dee Donaldson
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Roger Steele
Mark Stelk

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

7:00 PM

Council Chambers - City Hall
100 East 1st Street, Grand Island, NE 68801

Call to Order

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

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

Invocation - Pastor Tim Kilstrom, Spirit of Life Church, 2304 Macron Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item E-1

Public Hearing on Request from Night Moods, LLC. dba The Upper Deck, 2110 West 2nd Street for a Class “C” Liquor License

Council action will take place under Consent Agenda item G-4.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 8, 2018

Subject: Public Hearing on Request from Night Moods, LLC dba
The Upper Deck, 2110 West 2nd Street for a Class “C”
Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Night Moods, LLC dba The Upper Deck, 2110 West 2nd Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted was a request for Liquor Manager Designation for Grover Camp, 415 West 14th Street. Mr. Camp has completed a state approved alcohol server/seller training program. Staff recommends approval contingent upon final inspections.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Night Moods, LLC dba The Upper Deck, 2110 West 2nd Street for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for Grover Camp, 415 West 14th Street.

05/01/18
13:47

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

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Grand Island Police Department
Supplemental Report

Date, Time: Thu Apr 26 10:44:05 CDT 2018
Reporting Officer: Vitera
Unit- CID

The Upper Deck is applying for a Class C (beer, wine, distilled spirits, on and off sale) LLC Retail Liquor License, and Grover Camp is applying to become the liquor manager. AJ's Roaring Donkey currently has a liquor license where the proposed Upper Deck will be. The Upper Deck received a Temporary Operating Permit (TOP) so it can sell alcohol off of AJ's Roaring Donkey's license. The bar at this location was called the Upper Deck prior to AJ's Roaring Donkey and was run by someone other than Grover Camp.

While perusing the application, I noticed that Grover and Pamela Camp are the only two people listed on the application. They are married. Grover has lived in Grand Island since 2010 while Pamela has lived in Grand Island since 1995. Grover disclosed three traffic convictions, and Pamela disclosed two traffic convictions. The business is planning on being open seven days a week from 4 PM until 1 AM. It's described as a sports bar with recorded and some live music.

I searched Grover and Pamela through Spillman and NCJIS. They each have an entry in Spillman but nothing that piqued my interest. NCJIS didn't show any undisclosed convictions for either one. They each have a valid Nebraska driver's license, and neither one has any outstanding arrest warrants. I also checked Grover and Pamela through a paid online law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. It appears that Grover has filed for Chapter 7 bankruptcy three times ('92, '05 & '14). He also has eight judgments against him in Nebraska and Missouri between 2004 and 2011. Pamela has three judgments against her under the last name of Holmes between 2004 and 2011.

I called Grover on 4/26/18 in an attempt to set up an interview with him. I was unable to reach him, so I left a voicemail asking him to call me back. Grover called back later and set up an appointment to meet at the Upper Deck on 4/30/18 at 1300 hours.

Nebraska State Patrol Investigator Joe Hansen and I met with Grover at the agreed upon time and location. Grover reaffirmed that the business will be open seven days a week from 4 PM until 1 AM. He said he plans on opening up sooner on Husker football game days if it's an early game. Grover said that he had been playing (DJ) music at that bar since he was sixteen years old. Grover is adding more food to their menu and said that the percentage of food sales has increased from about 10% to around 22%. He's been cleaning and painting and said he wants to attract the young business crowd. Grover estimated that he would spend 70 to 80 hours a week at the bar.

I told Grover that I was concerned how the Upper Deck had been operated in the past. Our patrol officers used to respond to numerous disturbances and assaults there. Grover acknowledged the past problems because he worked for the Upper Deck between 2011 and 2012 and saw firsthand the problems I described. Grover said he is going to be strict and not let people into his establishment who have been previously kicked out. He also said he is familiar with the security

05/01/18
13:47

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

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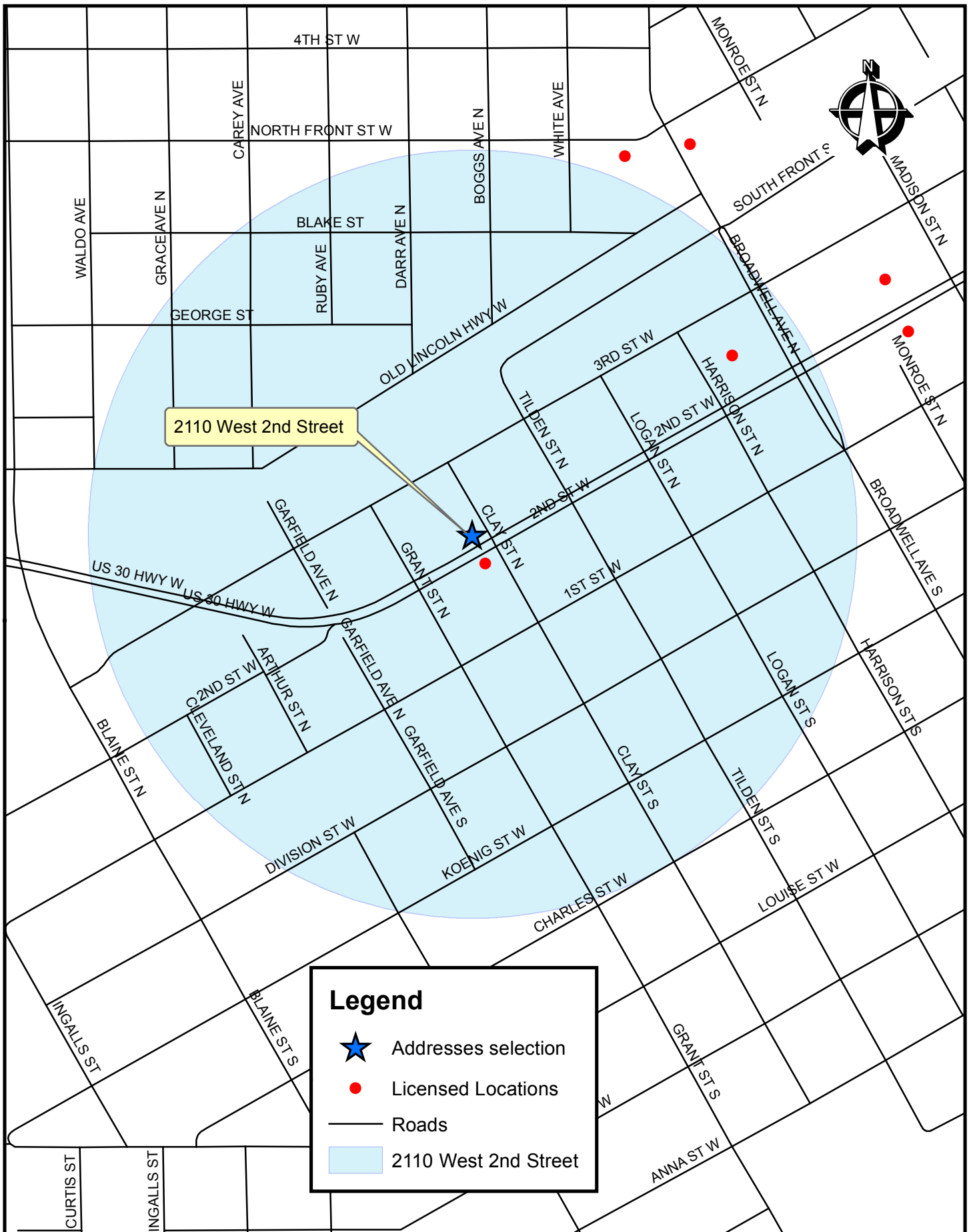
system and will be able to assist officers in viewing it and making copies.

I also spoke to Grover about some of his past financial issues. Grover confirmed that he has filed for bankruptcy on three separate occasions. He said filings were centered around medical expenses and his wife running up credit card debt. After the interview, I was able to call the collection agencies involved with the judgments against Grover and Pamela. All of the judgments have been satisfied through payment or bankruptcy.

All in all, Grover has a clean criminal record (at least in Nebraska), he has some management experience and experience working in bars, pledged cooperation with law enforcement, has taken care of his financial issues, and seems to be making a sincere effort to run a good business at the Upper Deck. The Grand Island Police Department has no objection to the Upper Deck receiving a liquor license or to Grover Camp becoming the liquor manager.

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Class "C" Liquor License Application: The Upper Deck





City of Grand Island

Tuesday, May 8, 2018

Council Session

Item E-2

Public Hearing on Request from Westside Bowling, LLC dba Westside Lanes, 112 Kaufman Avenue for a Class “C” Liquor License

Council action will take place under Consent Agenda item G-5.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 8, 2018

Subject: Public Hearing on Request from Westside Bowling, LLC
dba Westside Lanes, 112 Kaufman Avenue for a Class
“C” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Westside Bowling, LLC dba Westside Lanes, 112 Kaufman Avenue has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted was a request for Liquor Manager Designation for Jerry Pomplun, 43571 Riverbend Road, Oconto, Nebraska. Staff recommends approval contingent upon final inspections and completion of a state approved alcohol server/seller training program.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Westside Bowling, LLC dba Westside Lanes, 112 Kaufman Avenue for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for Jerry Pomplun, 43571 Riverbend Road, Oconto, Nebraska contingent upon completion of a state approved alcohol server/seller training program.

Grand Island Police Department
Supplemental Report

Date, Time: Fri Apr 20 10:51:18 CDT 2018
Reporting Officer: Vitera
Unit- CID

Jerry Pomplun and Dennis Keas are buying Westside Lanes and applying for a Class C (beer, wine, distilled spirits on and off sale) LLC Retail Liquor License. Jerry Pomplun is applying to become the manager.

While perusing the application, I noticed that Jerry Pomplun is married to Kelli Pomplun, and they have lived in Broken Bow or Oconto, Nebraska since 1990. Kelli signed a Spousal Affidavit of Non-Participation form. Dennis Keas is married to Lois Keas, and they have lived in Alda since 1980. The company applied for and was granted a Temporary Operating Permit (TOP). Jerry disclosed a couple of traffic convictions in 2001 and 2004. Dennis disclosed a traffic conviction from 2011, and Lois disclosed a traffic conviction from 2017.

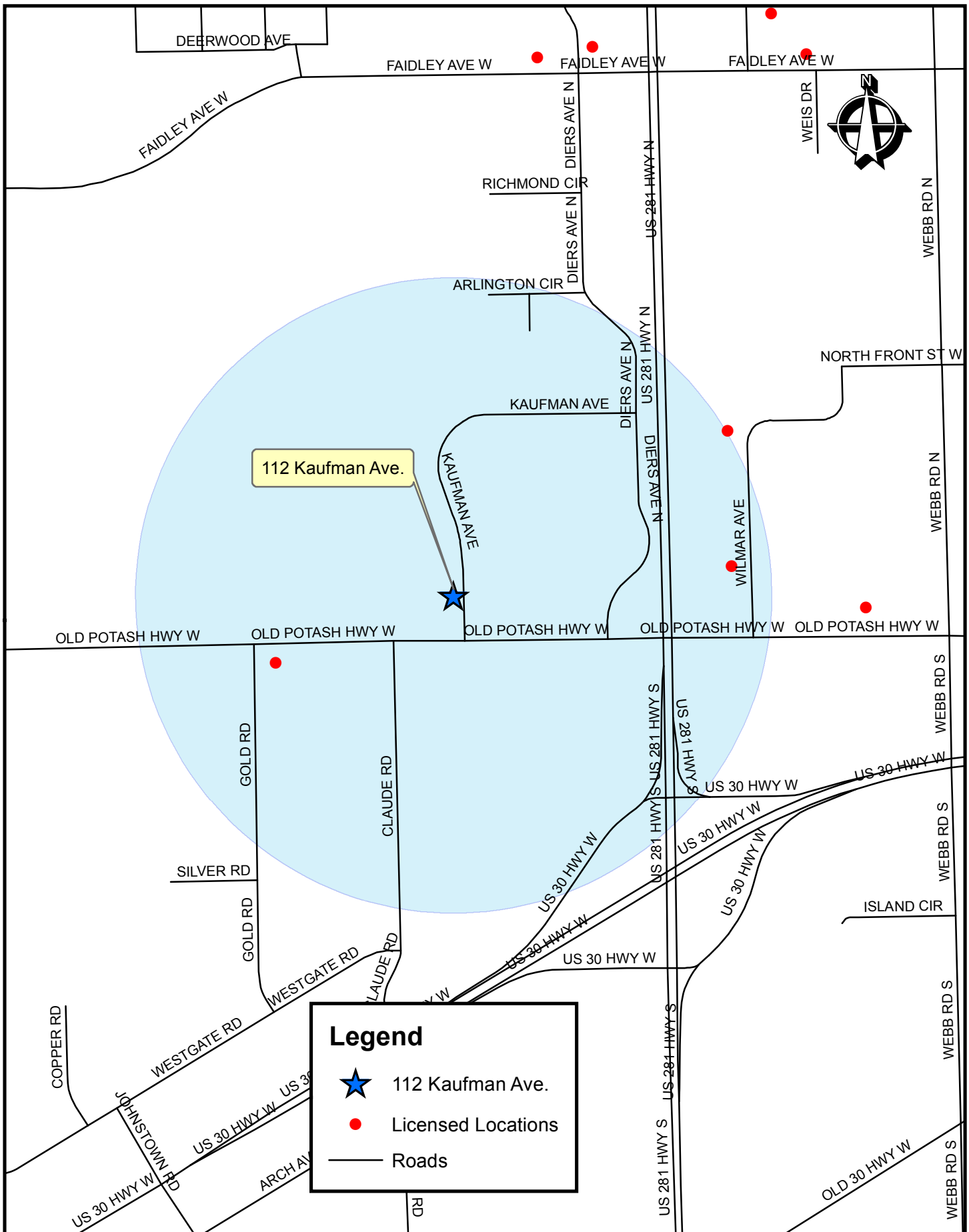
I checked all of the applicants through Spillman and NCJIS. I didn't find anything out of the ordinary in Spillman, and the only undisclosed conviction I found in NCJIS is a DUI from 1975 for Dennis. All of the applicants have a valid Nebraska driver's license, and none of them have any outstanding warrants for their arrest. I also checked the applicants through a paid law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. No issues were found.

I didn't locate a personal telephone number for any of the applicants, so I called the attorney (Julianna Jenkins) who assisted with the application and asked for a number for Jerry. I was able to get in touch with Jerry and set up a meeting at Westside Lanes on 5/1/18 at 1100 hours.

Nebraska State Patrol Investigator Joe Hansen and I met with Jerry at the agreed upon time and place. Jerry gave us some history about himself and his experience with bowling alleys, showed us around Westside Lanes, and told us what his plans are for updating, remodeling, and adding to the business are. Jerry said he plans on updating the video surveillance system. He also demonstrated his cognizance of the potential negative relationship between alcohol sales and having an arcade frequented by minors. Jerry said he will probably spend 60-70 hours a week at the bowling alley the first couple of years and then hopefully scale it back to around 40 hours per week after that.

The Grand Island Police Department has no objection to the "new" Westside Lanes receiving a liquor license or to Jerry Pomplun becoming the liquor manager.

Class "C" Liquor License Application: Westside Lanes





City of Grand Island

Tuesday, May 8, 2018

Council Session

Item E-3

Public Hearing on Request from Hy-Vee Restaurant, 115 Wilmar Avenue for a Catering Designation to their Class “I-21349” Liquor License

Council action will take place under Consent Agenda item G-6.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 8, 2018

Subject: Public Hearing on Request from Hy-Vee, Inc. dba Hy-Vee Restaurant, 115 Wilmar Avenue for a Catering Designation to Class “I-121349” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

Hy-Vee, Inc. dba Hy-Vee Restaurant, 115 Wilmar Avenue has submitted an application for a catering designation to their Class “I-121349” Liquor License. This request would allow Hy-Vee Restaurant to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL).

Discussion

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

Alternatives

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

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

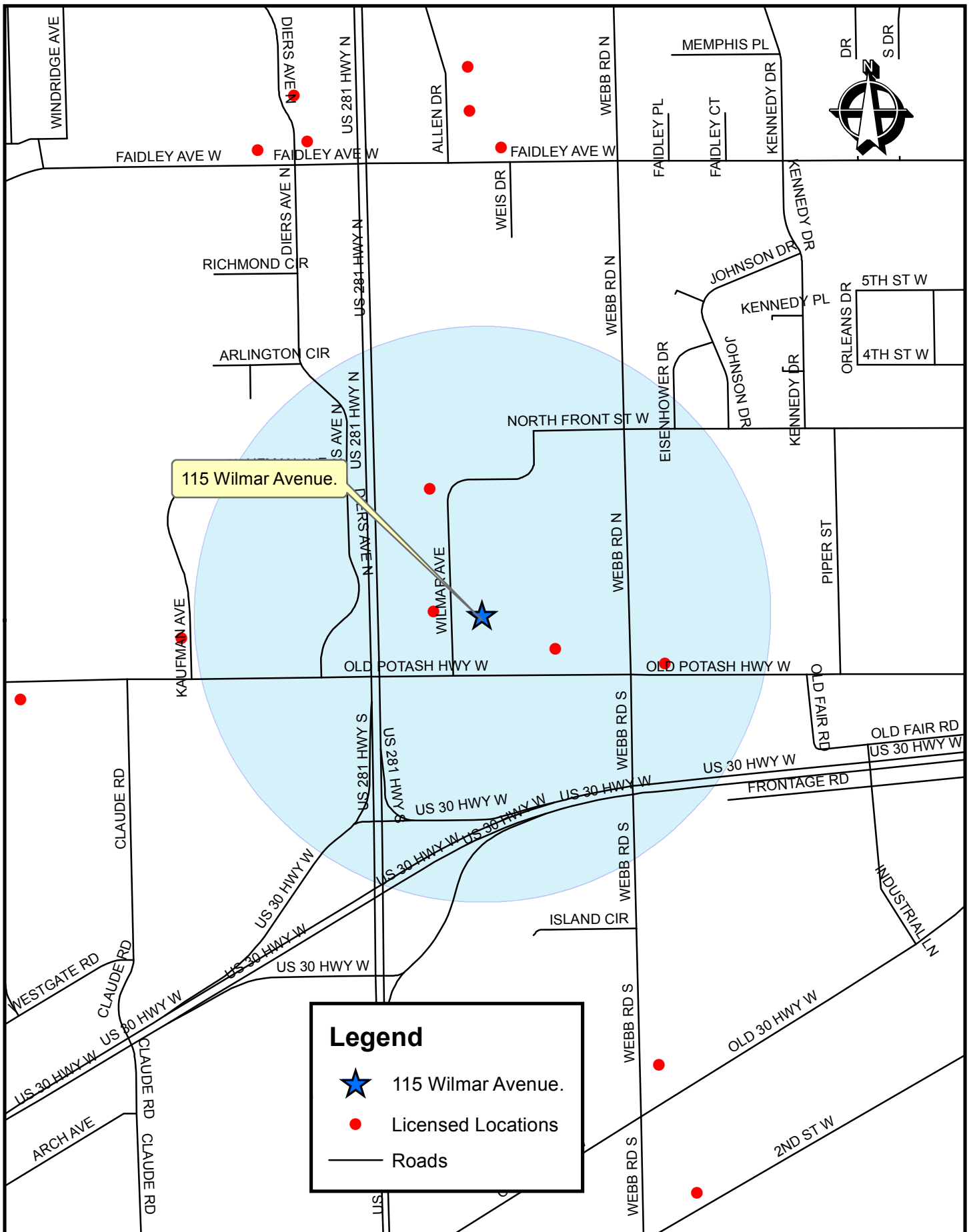
Recommendation

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

Sample Motion

Move to approve the application for a catering designation from Hy-Vee, Inc. dba Hy-Vee Restaurant, 115 Wilmar Avenue for a catering designation to their Class "I-121349" Liquor License.

Class "IK" Liquor License Application: Hy-Vee Resturant





City of Grand Island

Tuesday, May 8, 2018

Council Session

Item E-4

Public Hearing on Acquisition of Public Right-of-Way at 4020 West 13th Street (Pedersen)

Council action will take place under Consent Agenda item G-8.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 8, 2018

Subject: Public Hearing on Acquisition of Public Right-of-Way at 4020 West 13th Street (Pedersen)

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

Background

Roadway improvements along 13th Street from Moores Creek to North Road, as well as intersection improvements at 13th Street and North Road are planned consisting of a three lane curb and gutter roadway section with associated sidewalk and other miscellaneous improvements, including drainage improvements to the 13th and North Road intersection.

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

Public right-of-way, adjacent to 4020 West 13th Street, is needed in accommodate intersection improvements at 13th Street & North Road. The property owner has signed the necessary document to grant the property, as shown on the attached drawing.

Engineering staff of the Public Works Department negotiated with the property owner for such purchase.

| <i>Property Owner</i> | <i>Legal Description</i> | <i>Amount</i> |
|--|--|----------------------|
| Mitchel Pedersen and Brandi Pedersen | The South One-Half of the South One-Half of the Southeast Quarter of the Southeast Quarter of Section 11, Township 11 North, Range 10 West of the Sixth Principal Meridian in Hall County, Nebraska, described as follows: <i>REFERRING TO THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE N01°54'35"W (ASSUMED BEARING) ON THE EAST LINE OF SAID SECTION 11, 33.79 FEET; THENCE S88°05'25"W, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF NORTH ROAD AND THE NORTH RIGHT OF WAY OF 13TH STREET, SAID POINT BEING THE POINT</i> | \$2,471.00 |

| | | |
|--|---|--|
| | <p><i>OF BEGINNING; THENCE S89°26'25"W ON SAID NORTH RIGHT OF WAY OF 13TH STREET, 90.00 FEET; THENCE N74°57'03"E, 46.21 FEET; THENCE N61°37'49"E, 50.24 FEET TO A POINT ON SAID WEST RIGHT OF WAY OF NORTH ROAD; THENCE S01°54'35"E ON SAID WEST RIGHT OF WAY, 35.01 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,307.57 SQUARE FEET (0.030 ACRES), MORE OR LESS.</i></p> | |
|--|---|--|

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 the public right-of-way from Mitchel Pedersen and Brandi Pedersen, in the amount of \$2,471.00.

Sample Motion

Move to approve the acquisition.

TEMPORARY CONSTRUCTION EASEMENT / NEW RIGHT OF WAY EXHIBIT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TEMPORARY CONSTRUCTION EASEMENT #1 DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT TO A TRACT OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE N01°54'35"W (ASSUMED BEARING) ON THE EAST LINE OF SAID SECTION 11, 169.10 FEET; THENCE S88°05'25"W, 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY OF NORTH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°27'52"W, 20.01 FEET; THENCE N01°54'35"W, 30.01 FEET; THENCE N89°27'52"E, 13.00 FEET; THENCE N01°54'35"W, 130.04 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE ON SAID WEST RIGHT OF WAY LINE FOR THE NEXT TWO (2) COURSES: 1) N89°27'52"E, 7.00 FEET, 2) S01°54'35"E, 160.05 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,510.43 SQUARE FEET (0.035 ACRES), MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #2 DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT TO A TRACT OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

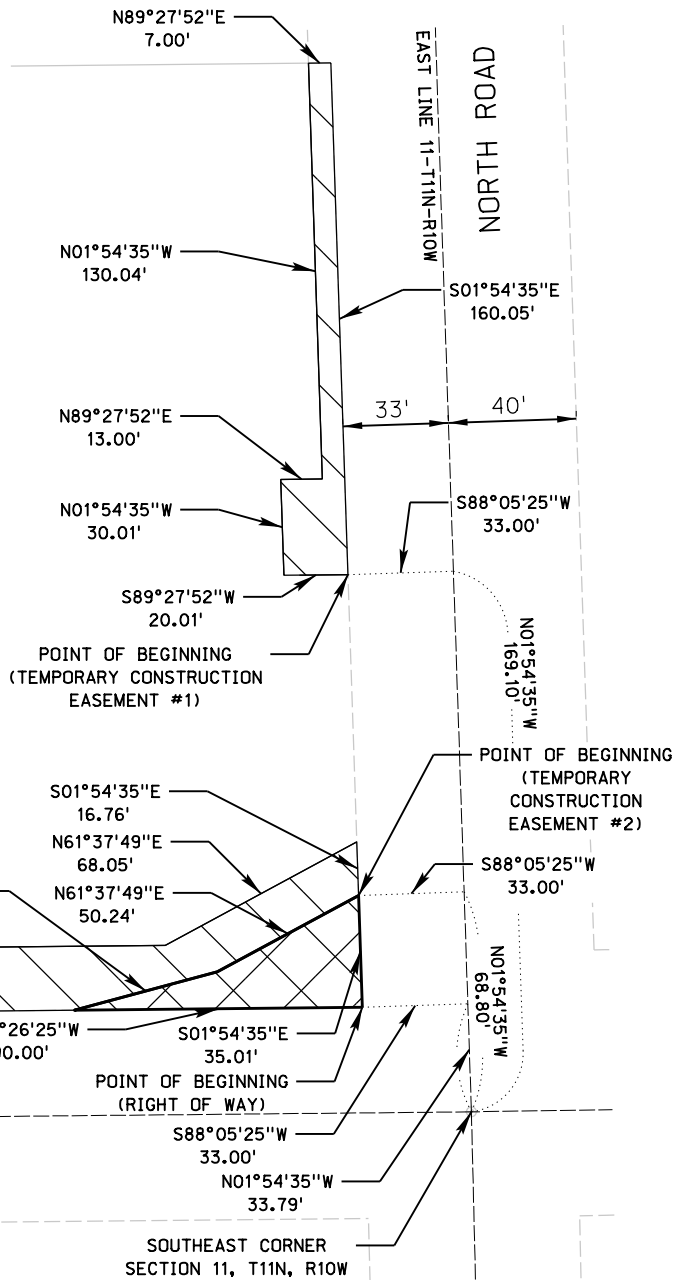
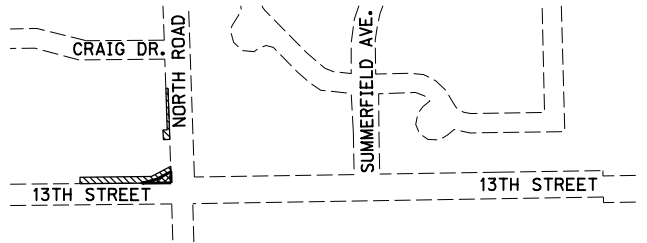
REFERRING TO THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE N01°54'35"W (ASSUMED BEARING) ON THE EAST LINE OF SAID SECTION 11, 68.80 FEET; THENCE S88°05'25"W, 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY OF NORTH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S61°37'49"W, 50.24 FEET; THENCE S74°57'03"W, 46.21 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 13TH STREET; THENCE S89°26'25"W ON SAID NORTH RIGHT OF WAY LINE, 195.00 FEET; THENCE N00°33'35"W, 20.00 FEET; THENCE N89°26'25"E, 223.59 FEET; THENCE N61°37'49"E, 68.05 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH ROAD; THENCE S01°54'35"E ON SAID WEST RIGHT OF WAY LINE, 16.76 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 5,355.20 SQUARE FEET (0.123 ACRES), MORE OR LESS.

PERMANENT RIGHT OF WAY DESCRIPTION

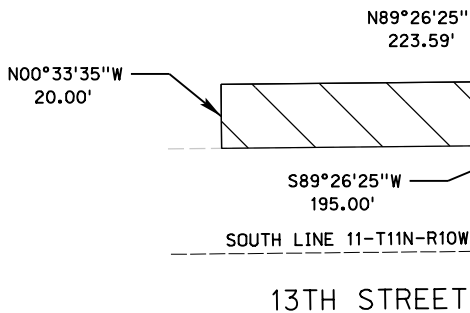
PERMANENT RIGHT OF WAY TO A TRACT OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE N01°54'35"W (ASSUMED BEARING) ON THE EAST LINE OF SAID SECTION 11, 33.79 FEET; THENCE S88°05'25"W, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF NORTH ROAD AND THE NORTH RIGHT OF WAY OF 13TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°26'25"W ON SAID NORTH RIGHT OF WAY OF 13TH STREET, 90.00 FEET; THENCE N74°57'03"E, 46.21 FEET; THENCE N61°37'49"E, 50.24 FEET TO A POINT ON SAID WEST RIGHT OF WAY OF NORTH ROAD; THENCE S01°54'35"E ON SAID WEST RIGHT OF WAY, 35.01 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,307.57 SQUARE FEET (0.030 ACRES), MORE OR LESS.

LOCATION MAP
NOT TO SCALE



MISC. TRACK 11-11-10 S1/2 S1/2 SE1/4 SE1/4



CERTIFICATION

I, CORY L. REINKE, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 5TH, 2018. I FURTHER CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL DISTANCES SHOWN ARE REPRESENTED IN FEET AND DECIMALS OF A FOOT.

LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- TEMP. EASEMENT AREA
- RIGHT OF WAY AREA



| | | | |
|---------|-----------------------|--|--|
| EXHIBIT | PROJECT NO: III672.00 | 13TH STREET ROADWAY IMPROVEMENT NO. 2018-P-I GRAND ISLAND, NEBRASKA | benesch engineers · scientists · planners |
| I | DRAWN BY: CLR | | |
| | DATE: JAN. 2018 | | |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item E-5

Public Hearing on Acquisition of Permanent Easement in Imperial Village Sixth Subdivision (GI School District 2)

Council action will take place under Consent Agenda item G-10.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 8, 2018

Subject: Public Hearing on Acquisition of Permanent Easement in Imperial Village Sixth Subdivision (GI School District 2)

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

Background

The existing Lift Station No. 11, which is located on 8th Street between Custer Avenue and Howard Avenue at 2511 W 8th Street, is in need of upgrade. The hospital contributes debris and rags that clog the current pumps, the wet well does not have sufficient capacity, and there is no space for a stand-by generator. A new submersible, duplex style lift station, with a grinder pump on the influent, and a stand-by generator is planned for a larger, nearby location.

A new 6-inch force main will be re-routed from the South Interceptor to the North Interceptor. Lift Station No. 11 contributes an average of 100-150 thousand gallons per day to the South Interceptor. The Lift Station No. 11 upgrade & re-route will alleviate some capacity issues in the South Interceptor by re-routing Lift Station No. 11 force main to the North Interceptor.

Olsson Associates performed a Lift Station No. 11 abandonment evaluation in October 2016 showing that the total construction and engineering costs would approximate \$5.85M. The Public Works Engineering Division determined that Lift Station No. 11 abandonment with a deep, gravity connection to the North Interceptor would not be a cost effective option. The Public Works Engineering Division has planned for an alternative option which is to upgrade Lift Station No. 11 and re-route the existing force main.

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

The purchase price of the necessary permanent utility easement is as follows, and has been agreed upon between the City and the property owner.

| <i>Property Owner</i> | <i>Legal Description</i> | <i>Amount</i> |
|------------------------------|---|----------------------|
| GI School District 2 | <p>Part of the east Half of the Southwest Quarter (E ½, SW ¼) of Section Eight (8), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., to the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, IMPERIAL VILLAGE SIXTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°46'34"W, ALONG THE EAST RIGHT-OF-WAY LINE OF HANCOCK AVENUE, A DISTANCE OF 302.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°46'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 592.88 FEET; THENCE N89°15'51"E A DISTANCE OF 10.00 FEET; THENCE S00°46'34"E, PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 570.68 FEET; THENCE S46°01'30"E A DISTANCE OF 17.18 FEET; THENCE N88°58'30"E A DISTANCE OF 476.10 FEET; THENCE S46°03'51"E A DISTANCE OF 173.75 FEET TO A POINT 10 FEET NORTH OF THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION; THENCE N89°09'11"E, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 209.93 FEET; THENCE S45°54'35"E A DISTANCE OF 100.90 FEET; THENCE N89°09'11"E A DISTANCE OF 63.04 FEET; THENCE S45°54'35"E TO A POINT ON THE WEST LINE OF LOT 20, BLOCK 2, SAID IMPERIAL VILLAGE SUBDIVISION; THENCE S01°01'53"E, ALONG SAID WEST LINE, A DISTANCE OF 14.16 FEET; THENCE N45°54'35"W A DISTANCE OF 19.51 FEET; THENCE S89°09'11"W A DISTANCE OF 63.04 FEET; THENCE N45°54'35"W A DISTANCE OF 100.90 FEET; THENCE S89°09'11"W, ALONG PART OF THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION, A DISTANCE OF 209.91 FEET; THENCE N46°03'51"W A DISTANCE OF 173.73 FEET; THENCE S88°58'30"W A DISTANCE OF 494.21 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 16,506.67 SQUARE FEET</p> | \$0.00 |

| | | |
|--|------------------------------|--|
| | OR 0.379 ACRES MORE OR LESS. | |
|--|------------------------------|--|

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

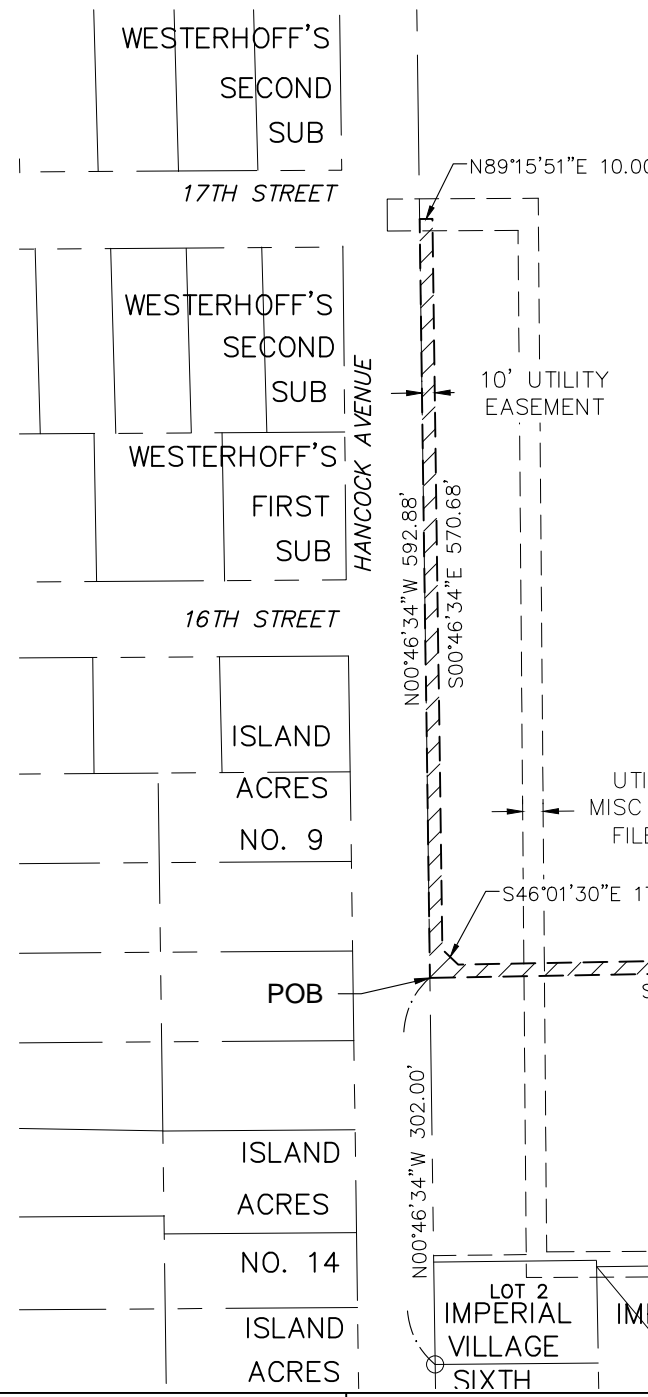
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the permanent utility easement from GI School District 2 for Lift Station No. 11 Relocation- 2018; Project No. 2018-S-1.

Sample Motion

Move to approve the acquisition.

DWG: F:\2017\2501-3000\017-2913\40-Design\Survey\SRV\Sheets\V_ESM_72913.dwg
DATE: Feb 20, 2018 10:03am
USER: jimenenez
SUBDIVISION: V_XRWAY_72913
2005 Legal-Lot



UTILITY EASEMENT DESCRIPTION

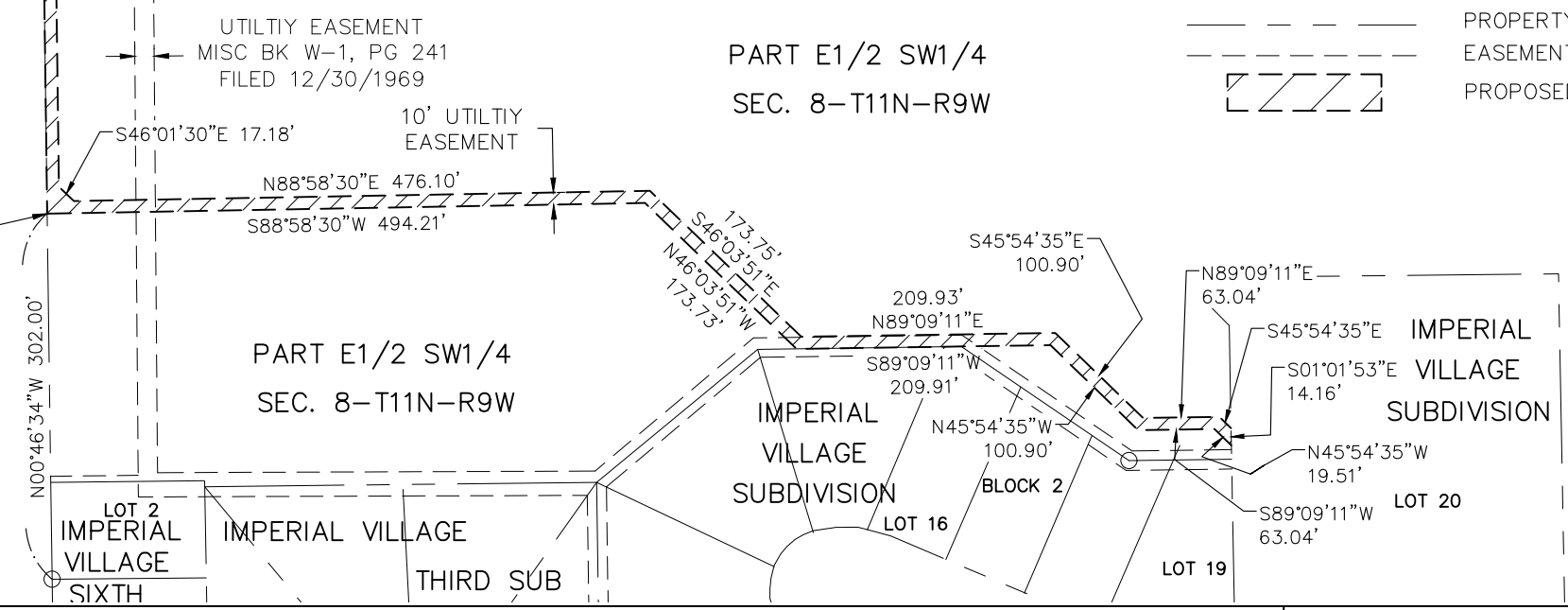
A UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, IMPERIAL VILLAGE SIXTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°46'34"W, ALONG THE EAST RIGHT-OF-WAY LINE OF HANCOCK AVENUE, A DISTANCE OF 302.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°46'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 592.88 FEET; THENCE N89°15'51"E A DISTANCE OF 10.00 FEET; THENCE S00°46'34"E, PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 570.68 FEET; THENCE S46°01'30"E A DISTANCE OF 17.18 FEET; THENCE N88°58'30"E A DISTANCE OF 476.10 FEET; THENCE S46°03'51"E A DISTANCE OF 173.75 FEET TO A POINT 10 FEET NORTH OF THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION; THENCE N89°09'11"E, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 209.93 FEET; THENCE S45°54'35"E A DISTANCE OF 100.90 FEET; THENCE N89°09'11"E A DISTANCE OF 63.04 FEET; THENCE S45°54'35"E TO A POINT ON THE WEST LINE OF LOT 20, BLOCK 2, SAID IMPERIAL VILLAGE SUBDIVISION; THENCE S01°01'53"E, ALONG SAID WEST LINE, A DISTANCE OF 14.16 FEET; THENCE N45°54'35"W A DISTANCE OF 19.51 FEET; THENCE S89°09'11"W A DISTANCE OF 63.04 FEET; THENCE N45°54'35"W A DISTANCE OF 100.90 FEET; THENCE S89°09'11"W, ALONG PART OF THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION, A DISTANCE OF 209.91 FEET; THENCE N46°03'51"W A DISTANCE OF 173.73 FEET; THENCE S88°58'30"W A DISTANCE OF 494.21 FEET TO THE POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 16,506.67 SQUARE FEET OR 0.379 ACRES MORE OR LESS.

LEGEND

- CORNER FOUND
- — — — — PROPERTY LINE
- - - - - EASEMENT LINE
- [//] [//] [//] [//] PROPOSED UTILITY EASEMENT



| | |
|-------------|------------|
| PROJECT NO: | 2017-2913 |
| DRAWN BY: | JMJ |
| DATE: | 02.19.2018 |

UTILITY EASEMENT

Council Session - 5/8/2018

VULSSON ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT

1 Page 26 / 132



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item E-6

Public Hearing on Acquisition of Public Right-of-Way, Subdivision Agreement Amendment and Temporary Easement at 1311 N North Road (Little B's Corporation)

Council action will take place under Consent Agenda item G-12.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 8, 2018

Subject: Public Hearing on Acquisition of Public Right-of-Way, Subdivision Agreement Amendment and Temporary Easement at 1311 N North Road (Little B's Corporation)

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

Background

Roadway improvements along 13th Street from Moores Creek to North Road, as well as intersection improvements at 13th Street and North Road are planned consisting of a three lane curb and gutter roadway section with associated sidewalk and other miscellaneous improvements, including drainage improvements to the 13th and North Road intersection.

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

Public right-of-way and a temporary easement are needed from Little B's Corporation, at the northeast corner of 13th Street and North Road to accommodate intersection improvements at 13th Street & North Road. The property owner has signed the necessary document to grant the property, as shown on the attached drawing.

Engineering staff of the Public Works Department negotiated with the property owner for such purchase, which included an amendment to Summerfield Estates First Subdivision original agreement to address the ingress/egress access to Tract "A". Ingress/egress has not changed, but was better defined in relation to the proposed right-of-way changes.

| <i>Property Owner</i> | <i>Legal Description</i> | <i>Amount</i> |
|------------------------------|--|----------------------|
| Little B's Corporation | Temporary construction easement to a tract of land located in Tract "A", Summerfield Estates First Subdivision, a platted and recorded subdivision in Hall County, Nebraska, described as follows: Referring to the Southwest corner of said Tract "A", thence N01°54'35"W (assumed bearing) on the west line of said Tract "A", 99.09 feet to the point of beginning; thence | \$29,287.54 |

| | | |
|--|---|--|
| | <p>continuing N01°54'35"W on said west line, 71.90 feet; thence S22°31'39"E, 11.59 feet; thence S12°30'28"E, 99.92 feet; thence S36°47'22"E, 59.55 feet; thence S54°49'55"E, 23.93 feet to a point on the south line of said tract "A", thence N59°52'11"W, 36.91 feet; thence N30°37'58"W, 92.21 feet to the point of beginning. Containing an area of 1,241.63 square feet (0.029 acres), more or less</p> <p>Permanent Right-of-Way to a tract of land located in Tract "A", Summerfield Estates First Subdivision, a platted and recorded subdivision in Hall County, Nebraska, described as follows: Beginning at the Southwest corner of said Tract "A", thence N01°54'35"W (assumed bearing) on the west line of said Tract "A", 99.09 feet; thence S30°37'58"E, 92.21 feet; thence S59°52'11"E, 36.91 feet to a point on the south line of said Tract "A", thence S89°06'52"W on said south line, 75.61 feet to the point of beginning. Containing an area of 2,914.54 square feet (0.067 acres), more or less.</p> | |
|--|---|--|

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

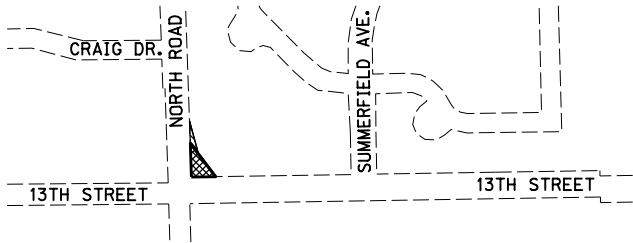
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way, temporary easement and amendment to Summerfield Estates First Subdivision original agreement with Little B's Corporation, in the amount of \$29,287.54.

Sample Motion

Move to approve.

TEMPORARY CONSTRUCTION EASEMENT
/ NEW RIGHT OF WAY EXHIBIT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LOCATION MAP
NOT TO SCALE



TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

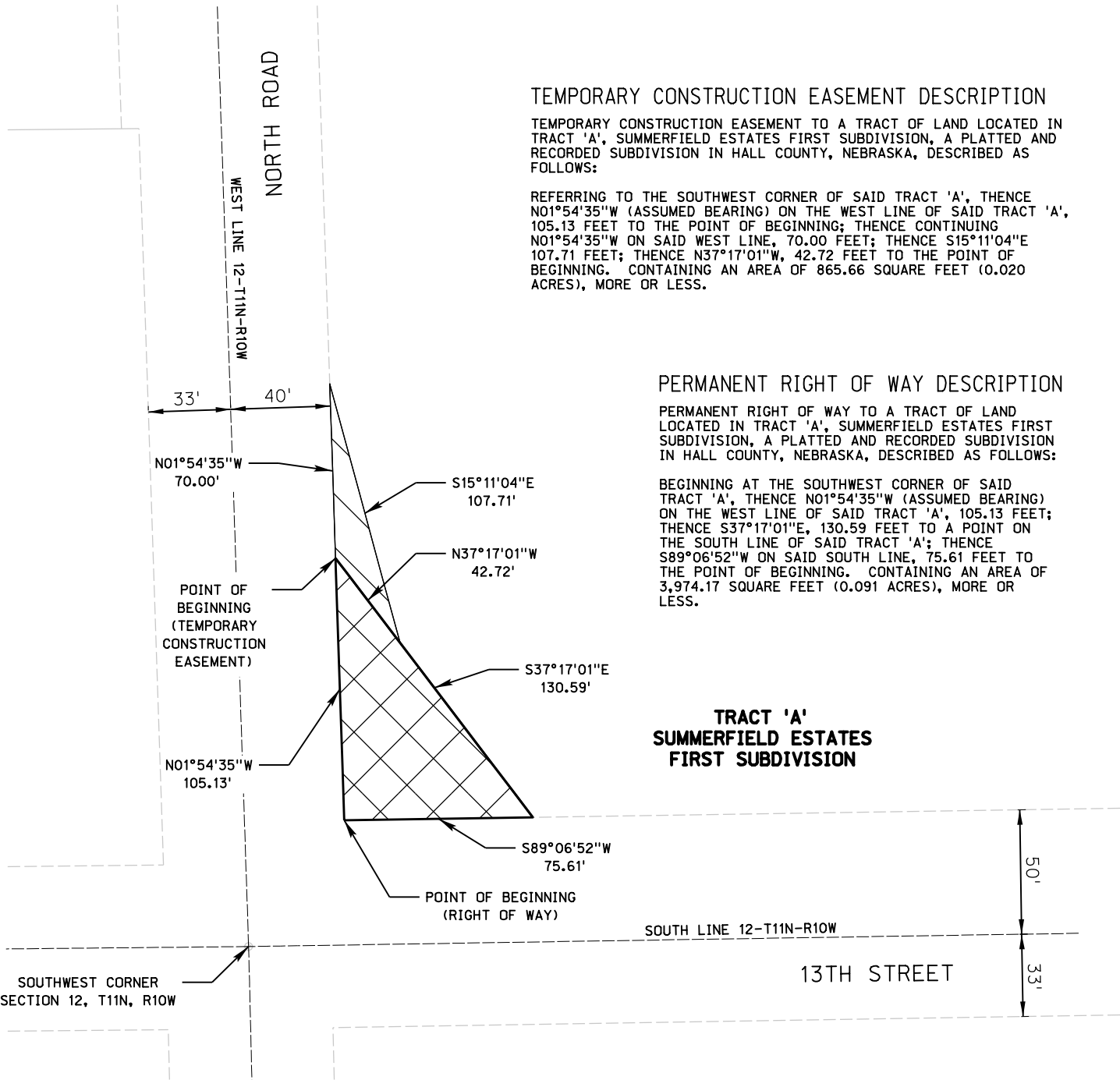
TEMPORARY CONSTRUCTION EASEMENT TO A TRACT OF LAND LOCATED IN TRACT 'A', SUMMERFIELD ESTATES FIRST SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID TRACT 'A', THENCE N01°54'35"W (ASSUMED BEARING) ON THE WEST LINE OF SAID TRACT 'A', 105.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°54'35"W ON SAID WEST LINE, 70.00 FEET; THENCE S15°11'04"E 107.71 FEET; THENCE N37°17'01"W, 42.72 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 865.66 SQUARE FEET (0.020 ACRES), MORE OR LESS.

PERMANENT RIGHT OF WAY DESCRIPTION

PERMANENT RIGHT OF WAY TO A TRACT OF LAND LOCATED IN TRACT 'A', SUMMERFIELD ESTATES FIRST SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 'A', THENCE N01°54'35"W (ASSUMED BEARING) ON THE WEST LINE OF SAID TRACT 'A', 105.13 FEET; THENCE S37°17'01"E, 130.59 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 'A'; THENCE S89°06'52"W ON SAID SOUTH LINE, 75.61 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3,974.17 SQUARE FEET (0.091 ACRES), MORE OR LESS.

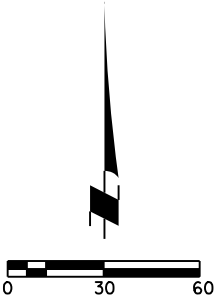


CERTIFICATION

I, CORY L. REINKE, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 5TH, 2018. I FURTHER CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL DISTANCES SHOWN ARE REPRESENTED IN FEET AND DECIMALS OF A FOOT.

LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- TEMP. EASEMENT AREA
- RIGHT OF WAY AREA



| | | | |
|---------|-----------------------|--|---|
| EXHIBIT | PROJECT NO: III672.00 | 13TH STREET ROADWAY IMPROVEMENT NO. 2018-P-I GRAND ISLAND, NEBRASKA | benesch engineers • scientists • planners |
| I | DRAWN BY: CLR | | |
| | DATE: JAN. 2018 | | |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item E-7

Public Hearing on Acquisition of Public Right-of-Way at 3993 West 13th Street (Leiser)

Council action will take place under Consent Agenda item G-16.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 8, 2018

Subject: Public Hearing on Acquisition of Public Right-of-Way at 3993 W 13th Street (Leiser)

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

Background

Roadway improvements along 13th Street from Moores Creek to North Road, as well as intersection improvements at 13th Street and North Road are planned consisting of a three lane curb and gutter roadway section with associated sidewalk and other miscellaneous improvements, including drainage improvements to the 13th and North Road intersection.

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

Public right-of-way is needed to accommodate intersection improvements at 13th Street & North Road. The property owner has signed the necessary document to grant the property, as shown on the attached drawing.

Engineering staff of the Public Works Department negotiated with the property owner for such purchase.

| <i>Property Owner</i> | <i>Legal Description</i> | <i>Amount</i> |
|--|---|----------------------|
| Floyd D. Leiser, Jr. and Helen J. Young and David R. Young and Farren B. Johnson and Dorothy A. Johnson Joint Trust Agreement dated October 3, 2001 and Leiser Trust dated November 16, 2012 | West One-Half of the Northwest Quarter of Section 13, Township 11 North, Range 10 West of the Sixth Principal Meridian in Hall County, Nebraska, described as follows: REFERRING TO THE NORTHWEST CORNER OF SAID WEST ONE-HALF, THENCE N89°05'09"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID WEST ONE-HALF, 33.28 FEET; THENCE | \$4,961.22 |

| | | |
|--|--|--|
| | <p>S00°54'51"E, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF 13TH STREET AND THE EAST RIGHT-OF-WAY OF NORTH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°05'09"E ON SAID SOUTH RIGHT-OF-WAY OF 13TH STREET, 115.00 FEET; THENCE S65°04'13"W, 80.94 FEET; THENCE S32°22'25"W, 73.35 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY OF NORTH ROAD; THENCE N01°24'11"W ON SAID EAST RIGHT-OF-WAY, 94.26 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3,816.32 SQUARE FEET (0.088 ACRES), MORE OR LESS.</p> | |
|--|--|--|

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 the public right-of-way from the affected property owner, in the amount of \$4,961.22.

Sample Motion

Move to approve the acquisition.

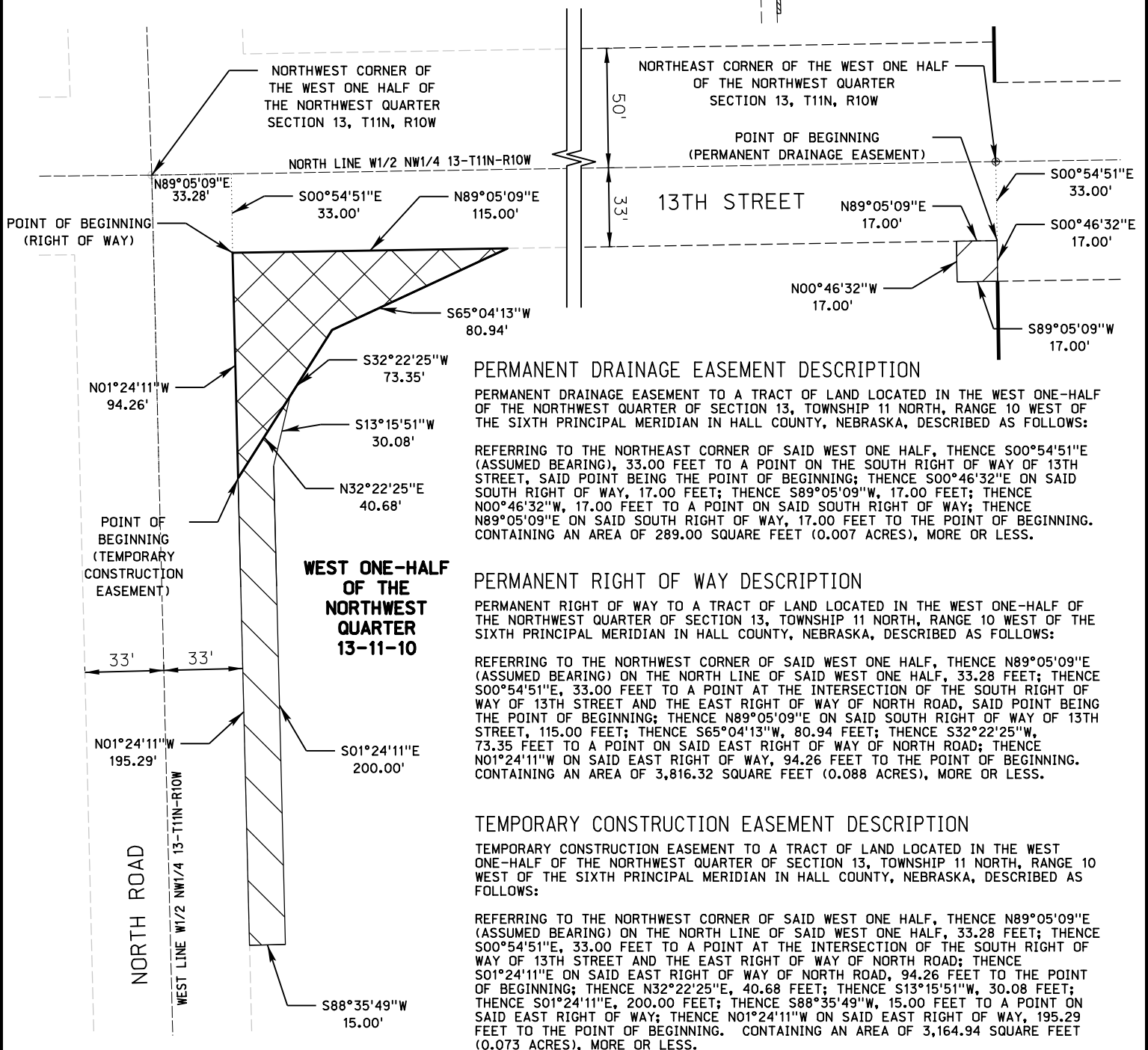
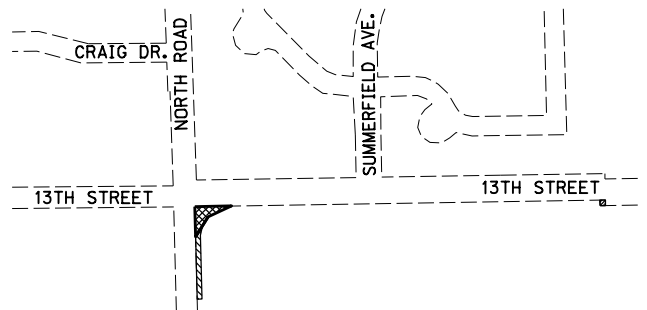
TEMPORARY CONSTRUCTION EASEMENT / PERMANENT DRAINAGE EASEMENT / NEW RIGHT OF WAY EXHIBIT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LOCATION MAP
NOT TO SCALE

LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- TEMP. EASEMENT AREA
- RIGHT OF WAY AREA
- PERM. EASEMENT AREA



PERMANENT DRAINAGE EASEMENT DESCRIPTION

PERMANENT DRAINAGE EASEMENT TO A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID WEST ONE HALF, THENCE S00°54'51"E (ASSUMED BEARING), 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 13TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S00°46'32"E ON SAID SOUTH RIGHT OF WAY, 17.00 FEET; THENCE S89°05'09"W, 17.00 FEET; THENCE N00°46'32"W, 17.00 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY; THENCE N89°05'09"E ON SAID SOUTH RIGHT OF WAY, 17.00 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 289.00 SQUARE FEET (0.007 ACRES), MORE OR LESS.

PERMANENT RIGHT OF WAY DESCRIPTION

PERMANENT RIGHT OF WAY TO A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID WEST ONE HALF, THENCE N89°05'09"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID WEST ONE HALF, 33.28 FEET; THENCE S00°54'51"E, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF 13TH STREET AND THE EAST RIGHT OF WAY OF NORTH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°05'09"E ON SAID SOUTH RIGHT OF WAY OF 13TH STREET, 115.00 FEET; THENCE S65°04'13"W, 80.94 FEET; THENCE S32°22'25"W, 73.35 FEET TO A POINT ON SAID EAST RIGHT OF WAY OF NORTH ROAD; THENCE N01°24'11"W ON SAID EAST RIGHT OF WAY, 94.26 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3,816.32 SQUARE FEET (0.088 ACRES), MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT TO A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID WEST ONE HALF, THENCE N89°05'09"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID WEST ONE HALF, 33.28 FEET; THENCE S00°54'51"E, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF 13TH STREET AND THE EAST RIGHT OF WAY OF NORTH ROAD; THENCE S01°24'11"E ON SAID EAST RIGHT OF WAY OF NORTH ROAD, 94.26 FEET TO THE POINT OF BEGINNING; THENCE N32°22'25"E, 40.68 FEET; THENCE S13°15'51"W, 30.08 FEET; THENCE S01°24'11"E, 200.00 FEET; THENCE S88°35'49"W, 15.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY; THENCE N01°24'11"W ON SAID EAST RIGHT OF WAY, 195.29 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3,164.94 SQUARE FEET (0.073 ACRES), MORE OR LESS.

CERTIFICATION

I, CORY L. REINKE, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 5TH, 2018. I FURTHER CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL DISTANCES SHOWN ARE REPRESENTED IN FEET AND DECIMALS OF A FOOT.

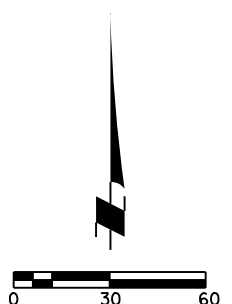


EXHIBIT PROJECT NO: III672.00

DRAWN BY: CLR

DATE: JAN. 2018

13TH STREET ROADWAY IMPROVEMENT NO. 2018-P-1
GRAND ISLAND, NEBRASKA





City of Grand Island

Tuesday, May 8, 2018

Council Session

Item E-8

Public Hearing on Acquisition of Drainage Easement for 13th Street Paving Improvements; Project No. 2018-P-1 (Leiser)

Council action will take place under Consent Agenda item G-17.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 8, 2018

Subject: Public Hearing on Acquisition of Drainage Easement for 13th Street Paving Improvements; Project No. 2018-P-1 (Leiser)

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

Background

Roadway improvements along 13th Street from Moores Creek to North Road, as well as intersection improvements at 13th Street and North Road are planned consisting of a three lane curb and gutter roadway section with associated sidewalk and other miscellaneous improvements, including drainage improvements to the 13th and North Road intersection.

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

A permanent drainage easement is needed to accommodate the widening of 13th Street. The property owner has signed the necessary document to grant the property, as shown on the attached drawing.

Engineering staff of the Public Works Department negotiated with the property owner for such purchase.

| <i>Property Owner</i> | <i>Legal Description</i> | <i>Amount</i> |
|--|---|----------------------|
| Floyd D. Leiser, Jr. and Helen J. Young and David R. Young and Farren B. Johnson and Dorothy A. Johnson Joint Trust Agreement dated October 3, 2001 and Leiser Trust dated November 16, 2012 | West One-Half of the Northwest Quarter of Section 13, Township 11 North, Range 10 West of the Sixth Principal Meridian in Hall County, Nebraska, described as follows: REFERRING TO THE NORTHEAST CORNER OF SAID WEST ONE-HALF, THENCE S00°54'51"E (ASSUMED | \$187.85 |

| | | |
|--|--|--|
| | <p>BEARING), 33.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF 13TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S00°46'32"E ON SAID SOUTH RIGHT-OF-WAY, 17.00 FEET; THENCE S89°05'09"W, 17.00 FEET; THENCE N00°46'32"W, 17.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY; THENCE N89°05'09"E ON SAID SOUTH RIGHT-OF-WAY, 17.00 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 289.00 SQUARE FEET (0.007 ACRES), MORE OR LESS.</p> | |
|--|--|--|

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 the permanent drainage easement from the affected property owner for 13th Street Paving Improvements; Project No. 2018-P-1, in the amount of \$187.85.

Sample Motion

Move to approve the acquisition.

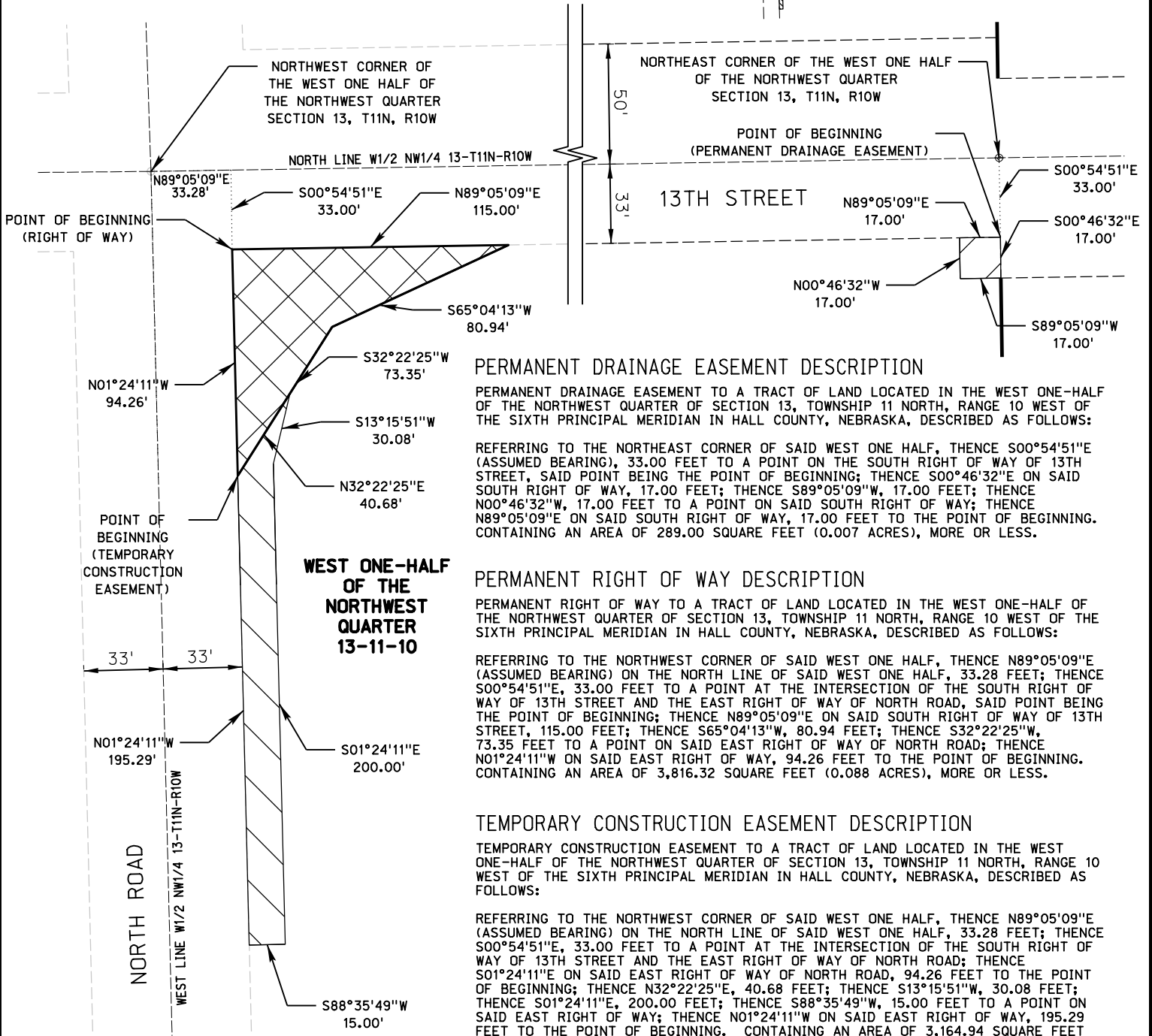
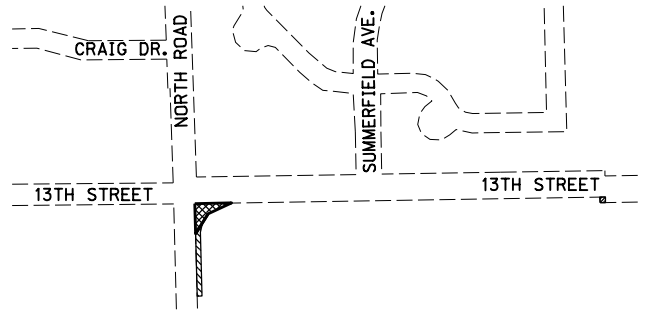
TEMPORARY CONSTRUCTION EASEMENT / PERMANENT DRAINAGE EASEMENT / NEW RIGHT OF WAY EXHIBIT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LOCATION MAP
NOT TO SCALE

LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- TEMP. EASEMENT AREA
- RIGHT OF WAY AREA
- PERM. EASEMENT AREA



PERMANENT DRAINAGE EASEMENT DESCRIPTION

PERMANENT DRAINAGE EASEMENT TO A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID WEST ONE HALF, THENCE S00°54'51"E (ASSUMED BEARING), 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 13TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S00°46'32"E ON SAID SOUTH RIGHT OF WAY, 17.00 FEET; THENCE S89°05'09"W, 17.00 FEET; THENCE N00°46'32"W, 17.00 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY; THENCE N89°05'09"E ON SAID SOUTH RIGHT OF WAY, 17.00 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 289.00 SQUARE FEET (0.007 ACRES), MORE OR LESS.

PERMANENT RIGHT OF WAY DESCRIPTION

PERMANENT RIGHT OF WAY TO A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID WEST ONE HALF, THENCE N89°05'09"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID WEST ONE HALF, 33.28 FEET; THENCE S00°54'51"E, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF 13TH STREET AND THE EAST RIGHT OF WAY OF NORTH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°05'09"E ON SAID SOUTH RIGHT OF WAY OF 13TH STREET, 115.00 FEET; THENCE S65°04'13"W, 80.94 FEET; THENCE S32°22'25"W, 73.35 FEET TO A POINT ON SAID EAST RIGHT OF WAY OF NORTH ROAD; THENCE N01°24'11"W ON SAID EAST RIGHT OF WAY, 94.26 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3,816.32 SQUARE FEET (0.088 ACRES), MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT TO A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID WEST ONE HALF, THENCE N89°05'09"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID WEST ONE HALF, 33.28 FEET; THENCE S00°54'51"E, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF 13TH STREET AND THE EAST RIGHT OF WAY OF NORTH ROAD; THENCE S01°24'11"E ON SAID EAST RIGHT OF WAY OF NORTH ROAD, 94.26 FEET TO THE POINT OF BEGINNING; THENCE N32°22'25"E, 40.68 FEET; THENCE S13°15'51"W, 30.08 FEET; THENCE S01°24'11"E, 200.00 FEET; THENCE S88°35'49"W, 15.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY; THENCE N01°24'11"W ON SAID EAST RIGHT OF WAY, 195.29 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3,164.94 SQUARE FEET (0.073 ACRES), MORE OR LESS.

CERTIFICATION

I, CORY L. REINKE, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 5TH, 2018. I FURTHER CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL DISTANCES SHOWN ARE REPRESENTED IN FEET AND DECIMALS OF A FOOT.

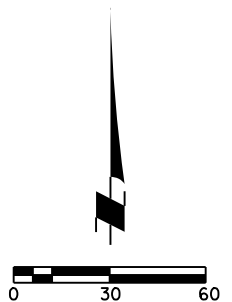


EXHIBIT PROJECT NO: III672.00

DRAWN BY: CLR

DATE: JAN. 2018

13TH STREET ROADWAY IMPROVEMENT NO. 2018-P-I
GRAND ISLAND, NEBRASKA





City of Grand Island

Tuesday, May 8, 2018

Council Session

Item F-1

#9685 - Consideration of Sale of Property Located at 2011 N Sycamore Street to River Pointe, LLC

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 8, 2018

Subject: Consideration of Sale of Property Located at 2011 N Sycamore Street to River Pointe, LLC

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

Background

The City received a written request, dated November 7, 2017, from Mr. Gary Settje, Manager of River Pointe, LLC; to purchase the City owned parcel (No. 400052547) addressed as 2011 N Sycamore Street. Such property was previously the site of a sanitary sewer lift station, which has since been removed, and is no longer needed. The sale of such parcel will eliminate maintenance costs and liability for the City.

River Pointe, LLC is the owner of 202 East 20th Street, Grand Island, Nebraska, which is adjacent to the subject property.

Discussion

The Proposed Real Estate Purchase Agreement (the “Agreement”) would, if approved by City Council through adoption of an ordinance, authorize the execution of the Agreement and direct the sale of the above-mentioned property to River Pointe, LLC. The buyer, at its sole cost and expense will be responsible for all closing costs involved in such sale.

As provided by law, notice of the sale and the terms of sale are required to be published for three (3) consecutive weeks in a newspaper published for general circulation in the City of Grand Island. The City Clerk is directed and instructed to prepare and publish said notice. The electors of the City of Grand Island may file a remonstrance against the sale of the real estate. If a remonstrance petition against the sale is signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island voting at the last regular city election held in the City and filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

Alternatives

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

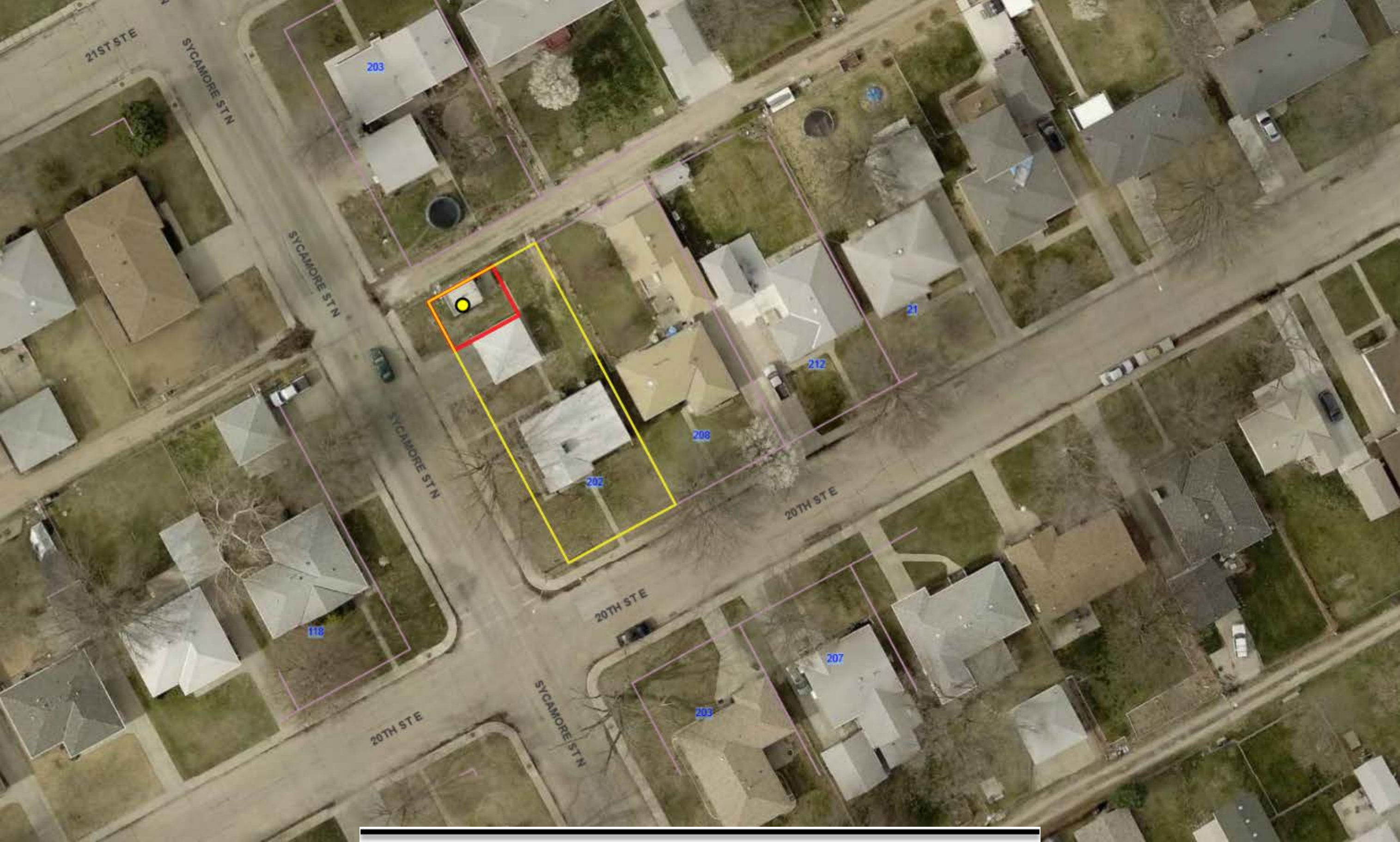
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council adopt the Ordinance approving the Purchase Sale Agreement with River Pointe, LLC and directing the sale subject to public remonstrance.

Sample Motion

Move to approve the ordinance.



ORDINANCE NO. 9685

An ordinance directing and authorizing the sale of Parcel No. 400052547, addressed as 2011 North Sycamore Street, City of Grand Island, Hall County, Nebraska to River Point, LLC; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing 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. The conveyance by warranty deed to River Pointe, LLC, a Nebraska Limited Liability Company (“Buyer”), of the City’s interests in and to Parcel No. 400052547, address as 2011 North Sycamore Street, Grand Island, Hall County, Nebraska is hereby approved and authorized.

SECTION 2. Consideration for such conveyance shall be One Dollar (\$1.00) and other valuable considerations.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three (3) consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island

| | |
|---------------------|---------------|
| Approved as to Form | by _____ |
| May 4, 2018 | City Attorney |

ORDINANCE NO. 9685 (Cont.)

voting at the last regular municipal election held in such City be filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one (1) year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance⁴ be filed against such conveyance, the Mayor shall make, execute and deliver to Buyer, a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted: May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-1

Approving Minutes of April 24, 2018 City Council Regular Meeting.

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 24, 2018

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 April 24, 2018. Notice of the meeting was given in *The Grand Island Independent* on April 18, 2018.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council members Ashley Diaz and Celeste Thompson.

INVOCATION was given by Father Robert Lewis, St. Stephen's Episcopal Church, 422 West 2nd Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Request from La Mexicana, Inc. dba La Mexicana, 3333 Ramada Road, Suite B for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "I" Liquor License had been received from La Mexicana, Inc. dba La Mexicana, 3333 Ramada Road, Suite B. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 27, 2018; notice to the general public of date, time, and place of hearing published on April 14, 2018; notice to the applicant of date, time, and place of hearing mailed on March 30, 2018; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Attorney for the applicant, Zachary Butz, 308 North Locust Street; Ray O'Connor, 611 Fleetwood Road; Adolfo Flores, 111 East 4th Street; and Veronica Alvarez, 609 So. Stuhr Road spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at West Park Plaza (West Park Plaza Mobile Home Park, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at West Park Plaza was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow the Utilities Department to install, access, operate and maintain the underground power line, pad-mount transformers and related electrical equipment which will serve the area. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located East of Capital Avenue and E. Highway 30 Intersection (Richard & Kim Landell). Utilities Director Tim Luchsinger reported

that acquisition of a utility easement located east of Capital Avenue and east of Highway 30 intersection was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow the Utilities Department to install, access, operate and maintain the power line, transformer and related electrical infrastructure which serves the area. Staff recommended approval. No public testimony was heard.

Public Hearing on Development of 2018-2019 Annual Action Plan for CDBG Activities. Community Development Administrator Amber Alvidrez reported that Grand Island became an Entitlement Community in September 2015. A large part of the planning process for this Community Development Block Grant (CDBG) model was the creation of a 3 year Consolidated Plan, and the Annual Action Plan. The Consolidated Plan represents the City's goals for CDBG funding in broad scope, it identifies the areas and focus of CDBG priorities. Presented was the 2018-2019 Annual Action Plan. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda item G-10 (Resolution #2018-112) was removed for further discussion. Motion by Donaldson, second by Paulick to approve the Consent Agenda excluding item G-10. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 10, 2018 City Council Regular Meeting.

Approving Minutes of April 17, 2018 City Council Study Session.

Receipt of Official Documents – Pawnbroker's Official Bonds for G.I. Loan Shop, 1004 West 2nd Street and Express Pawn, 645 South Locust Street.

#2018-106 - Approving Request from La Mexicana, Inc. dba La Mexicana, 3333 Ramada Road, Suite B for a Class "T" Liquor License and Liquor Manager Designation for Veronica Alvarez, 609 S. Stuhr Road.

#2018-107 - Approving Acquisition of Utility Easement located at West Park Plaza (West Park Plaza Mobile Home Park, LLC).

#2018-108 - Approving Acquisition of Utility Easement located East of Capital Avenue and E. Highway 30 Intersection (Richard & Kim Landell).

#2018-109 - Approving Award of Proposal for Sludge Dewatering Polymer with Consolidated Water Solutions of Omaha, Nebraska in an Amount of \$1.51 per pound.

#2018-110 - Approving Nebraska Unified Certification Program for Disadvantaged Business Enterprises Agreement in Connection with the City's Transit Program.

#2018-111 - Approving Change Order No. 2 for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A with The Diamond Engineering Company of Grand Island, Nebraska for a time extension of July 15, 2018.

#2018-112 - Approving Amendment No. 2 with HDR Engineering, Inc. for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation Consulting Services for Project No. 2017-WWTP-2 with HDR Engineering, Inc. of Omaha, Nebraska for an Increase of \$22,400.00 and a Revised Contract Amount of \$299,689.00. Public Works Director John Collins stated additional design work was needed to address the building's water service, roof drainage, mechanical room issues, fiber connection, lab humidification, and small miscellaneous items. He answered questions concerning the additional issues they were not aware of when the last amendment was approved.

Motion by Steele, second by Haase to approve Resolution #2018-112. Upon roll call vote, all voted aye. Motion adopted.

#2018-113 - Approving Legal Description Correction Concerning Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Longleaf, LLC).

#2018-114 - Approving Renewal of Agreement for Enterprise Asset Management System for the Public Works Department with Cartegraph Systems, Inc. of Dubuque, Iowa in an Amount of \$240,210.00.

#2018-115 - Approving Development of 2018-2019 Annual Action Plan for CDBG Activities.

RESOLUTIONS:

#2018-116 - Consideration of Approving Downtown Business Improvement District Boundaries and Initial Board. City Attorney Jerry Janulewicz reported that Downtown Business Improvement District 2013 would expire on September 30, 2018. By a letter to the Mayor and City Council, the Downtown Business Improvement Board expressed an interest to continue the business improvement district with the same boundaries. The following board members were appointed: Andy Gdowski, James Pirnie, Tom Ziller, Amos Anson, Ryan Hand, Jackie Bowen, Jon Myers, Tom Wald, Zachary Butz, and Brent Lindner. Staff recommended approval.

Motion by Donaldson, second by Stelk to approve Resolution #2018-116. Upon roll call vote, all voted aye. Motion adopted.

#2018-117 - Approving FY 2018-2019 Annual Budget for Fonner Park Business Improvement District and setting Date for Board of Equalization. Interim Finance Director William Clingman reported that the Fonner Park Business Improvement District had submitted their 2018-2019 budget which provided for special assessments in the amount of \$47,016.00. He requested the Board of Equalization date be set for June 12, 2018. Staff recommended approval.

Motion by Haase, second by Hehnke to approve Resolution #2018-117. Upon roll call vote, all voted aye. Motion adopted.

#2018-118 - Approving FY 2018-2019 Annual Budget for South Locust Business Improvement District and setting Date for Board of Equalization. Interim Finance Director William Clingman

reported that the South Locust Business Improvement District had submitted their 2018-2019 budget which provided for special assessments in the amount of \$90,780.00. He requested the Board of Equalization date be set for June 12, 2018. Staff recommended approval.

Motion by Haase, second by Fitzke to approve Resolution #2018-118. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of April 11, 2018 through April 24, 2018 for a total amount of \$6,198.835.47. Upon roll call vote, Councilmembers Minton, Steele, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:37 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-2

Approving Steve Lamken to the Civil Service Commission

Mayor Jensen has submitted the appointment of Steve Lamken to the Civil Service Commission to replace Jim Phipps. The appointment would become effective June 1, 2018 upon approval by the City Council and would expire on June 1, 2024.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-3

**Approving Request from Michael Weskamp, 1007 East 2nd Street,
York, Nebraska for Liquor Manager Designation for Wal-Mart
#3395, 3501 South Locust Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 8, 2018

Subject: Request from Michael Weskamp, 1007 East 2nd Street, York, Nebraska for Liquor Manager Designation with Wal-Mart #3395, 3501 South Locust Street

Presenter(s): RaNae Edwards, City Clerk

Background

Michael Weskamp, 1007 East 2nd Street, York, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Wal-Mart #3395, 3501 South Locust Street.

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

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Staff recommends approval contingent upon completion of a state approved alcohol server/seller training program.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from Michael Weskamp, 1007 East 2nd Street, York, Nebraska for Liquor Manager Designation in conjunction with the Class “D-68204” Liquor License for Wal-Mart #3395, 3501 South Locust Street with the stipulation that Mr. Weskamp complete a state approved alcohol server/seller training program.

04/24/18
10:49

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

450
Page: 1

Incident number : L18041968
Sequence number : 1
Name : Vitera D
Date : 10:36:32 04/24/2018
Narrative : (see below)
318

Grand Island Police Department
Supplemental Report

Date, Time: Tue Apr 24 10:36:42 CDT 2018
Reporting Officer: Vitera
Unit- CID

Michael Weskamp is applying to become the liquor manager at Walmart. According to the application, Michael was born in McCook, NE and has lived in York from 2001 through 2018. He is married to Kristin Weskamp who filled out a Spousal Affidavit of Non-Participation. Michael didn't disclose any criminal convictions.

I searched Michael through Spillman and NCJIS. He did not have an entry in Spillman, and he didn't have any convictions listed in NCJIS. Michael has a valid Nebraska driver's license and no outstanding warrants for his arrest. I also checked on Michael through a paid online law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I didn't find anything out of the ordinary.

The Grand Island Police Department has no objection to Michael Weskamp becoming the liquor manager at Walmart.

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City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-4

#2018-119 - Approving Request from Night Moods, LLC. dba The Upper Deck, 2110 West 2nd Street for a Class “C” Liquor License and Liquor Manager Designation for Grover Camp, 415 West 14th Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2018-119

WHEREAS, an application was filed by Night Moods, LLC. doing business as The Upper Deck, 2110 West 2nd Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 28, 2018; such publication cost being \$18.00; and

WHEREAS, a public hearing was held on May 8, 2018 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Grover Camp, 415 West 14th Street as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| May 4, 2018 | ☐ City Attorney |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-5

#2018-120 - Approving Request from Westside Bowling, LLC dba Westside Lanes, 112 Kaufman Avenue for a Class “C” Liquor License and Liquor Manager Designation for Jerry Pomplun, 43571 Riverbend Road, Oconto, NE

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

Staff Contact: RaNae Edwards

RESOLUTION 2018-120

WHEREAS, an application was filed by Westside Bowling, LLC. doing business as Westside Lanes, 112 Kaufman Avenue for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 28, 2018; such publication cost being \$17.51; and

WHEREAS, a public hearing was held on May 8, 2018 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Jerry Pomplun, 43571 Riverbend Road, Oconto, Nebraska as liquor manager of such business contingent upon completion of a state approved alcohol server/seller training program..

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| May 4, 2018 | ☐ City Attorney |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-6

#2018-121 - Approving Request from from Hy-Vee Restaurant, 115 Wilmar Avenue for a Catering Designation to their Class “I-21349” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2018-121

WHEREAS, an application was filed by Hy-Vee, Inc. doing business as Hy-Vee Restaurant, 115 Wilmar Avenue for a Catering Designation to their Class "I-121349" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 28, 2018; such publication cost being \$18.99; and

WHEREAS, a public hearing was held on May 8, 2018 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| May 4, 2018 | ☐ City Attorney |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-7

**#2018-122 - Approving Temporary Construction Easement for
13th Street Paving Improvements; Project No. 2018-P-1 (Pedersen)**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 8, 2018

Subject: Approving Temporary Construction Easement for 13th Street Paving Improvements; Project No. 2018-P-1 (Pedersen)

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

Background

Roadway improvements along 13th Street from Moores Creek to North Road, as well as intersection improvements at 13th Street and North Road are planned consisting of a three lane curb and gutter roadway section with associated sidewalk and other miscellaneous improvements, including drainage improvements to the 13th and North Road intersection.

A Temporary Construction easement is needed to accommodate the construction activities for 13th Street Paving Improvements; Project No. 2018-P-1, which must be approved by City Council. The temporary construction easements will allow for the roadway improvements to this area.

A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement is needed from one (1) property owner for 13th Street Paving Improvements; Project No. 2018-P-1 to be constructed.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement, as well as restoration of the area upon construction completion.

| <i>Property Owner</i> | <i>Legal Description</i> | <i>Amount</i> |
|--|---|----------------------|
| Mitchel Petersen And Brandi Pedersen | The South One-Half of the South One-Half of the Southeast Quarter of the Southeast Quarter of Section 11, Township 11 North, Range 10 West of the Sixth Principal Meridian in Hall County, Nebraska, and more particularly described as follows: <i>Referring to the Southeast corner of said Section 11, thence</i> | \$ 20,397.00 |

| | | |
|--|--|--|
| | <p><i>N01°54'35"W (assumed bearing) on the East line of said Section 11, 169.10 feet; thence S88°05'25"W, 33.00 feet to a point on the West right-of-way of North Road, said point being the point of beginning; thence S89°27'52"W, 20.01 feet; thence N01°54'35"W, 30.01 feet; thence N89°27'52"E, 13.00 feet; thence N01°54'35"W, 130.04 feet to a point on said West right-of-way line; thence on said West right-of-way line for the next two (2) courses; 1) N89°27'52"E, 7.00 feet, 2) S01°54'35"E, 160.05 feet to the point of beginning. Containing an area of 1,510.43 square feet (0.035 acres), more or less.</i></p> <p style="text-align: center;"><i>and</i></p> <p><i>Referring to the Southeast corner of said Section 11, thence N01°54'35"W (assumed bearing) on the East line of said Section 11, 68.80 feet; thence S88°05'25"W, 33.00 feet to a point on the West right-of-way of North Road, said point being the point of beginning; thence S61°37'49"W, 50.24 feet; thence S74°57'03"W, 46.21 feet to a point on the North right-of-way line of 13th Street; thence S89°26'25"W on said North right-of-way line, 195.00 feet; thence N00°33'35"W, 20.00 feet; thence N89°26'25"E, 223.59 feet; thence N61°37'49"E, 68.05 feet to a point on the West right-of-way line of North Road; thence S01°54'35"E on said West right-of-way line, 16.76 feet to the point of beginning. Containing an area of 5,355.20 square feet (0.123 acres), more or less.</i></p> | |
|--|--|--|

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for 13th Street Paving Improvements; Project No. 2018-P-1, in the amount of \$20,397.00.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2018-122

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in 13th Street Paving Improvements; Project No. 2018-P-1 project area:

Mitchel Pedersen and Brandi Pedersen— \$20,397.00

Real estate located in the South One-Half of the South One-Half of the Southeast Quarter of the Southeast Quarter of Section 11, Township 11 North, Range 10 West of the Sixth Principal Meridian in Hall County, Nebraska, and more particularly described as follows:

Referring to the Southeast corner of said Section 11, thence N01°54'35"W (assumed bearing) on the East line of said Section 11, 169.10 feet; thence S88°05'25"W, 33.00 feet to a point on the West right-of-way of North Road, said point being the point of beginning; thence S89°27'52"W, 20.01 feet; thence N01°54'35"W, 30.01 feet; thence N89°27'52"E, 13.00 feet; thence N01°54'35"W, 130.04 feet to a point on said West right-of-way line; thence on said West right-of-way line for the next two (2) courses; 1) N89°27'52"E, 7.00 feet, 2) S01°54'35"E, 160.05 feet to the point of beginning. Containing an area of 1,510.43 square feet (0.035 acres), more or less.

and

Referring to the Southeast corner of said Section 11, thence N01°54'35"W (assumed bearing) on the East line of said Section 11, 68.80 feet; thence S88°05'25"W, 33.00 feet to a point on the West right-of-way of North Road, said point being the point of beginning; thence S61°37'49"W, 50.24 feet; thence S74°57'03"W, 46.21 feet to a point on the North right-of-way line of 13th Street; thence S89°26'25"W on said North right-of-way line, 195.00 feet; thence N00°33'35"W, 20.00 feet; thence N89°26'25"E, 223.59 feet; thence N61°37'49"E, 68.05 feet to a point on the West right-of-way line of North Road; thence S01°54'35"E on said West right-of-way line, 16.76 feet to the point of beginning. Containing an area of 5,355.20 square feet (0.123 acres), more or less.

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owner for the Temporary Construction easement on the above described tract of land, in the total amount of \$20,397.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| May 4, 2018 | ▣ City Attorney |

TEMPORARY CONSTRUCTION EASEMENT / NEW RIGHT OF WAY EXHIBIT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TEMPORARY CONSTRUCTION EASEMENT #1 DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT TO A TRACT OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE N01°54'35"W (ASSUMED BEARING) ON THE EAST LINE OF SAID SECTION 11, 169.10 FEET; THENCE S88°05'25"W, 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY OF NORTH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°27'52"W, 20.01 FEET; THENCE N01°54'35"W, 30.01 FEET; THENCE N89°27'52"E, 13.00 FEET; THENCE N01°54'35"W, 130.04 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE ON SAID WEST RIGHT OF WAY LINE FOR THE NEXT TWO (2) COURSES: 1) N89°27'52"E, 7.00 FEET, 2) S01°54'35"E, 160.05 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,510.43 SQUARE FEET (0.035 ACRES), MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #2 DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT TO A TRACT OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

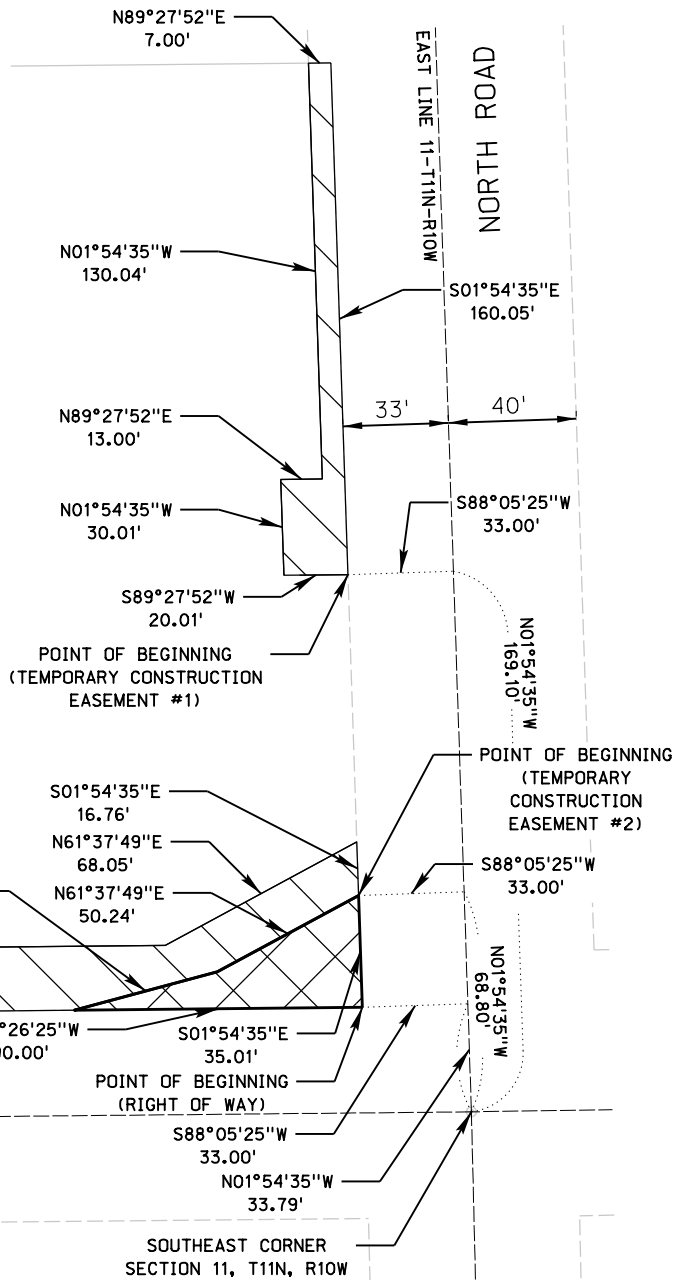
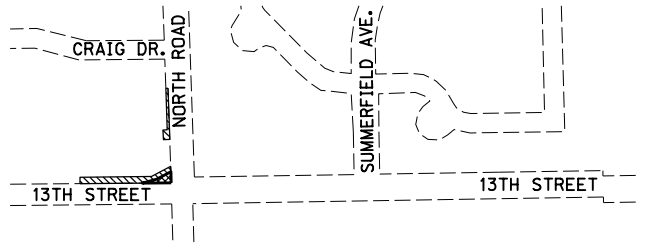
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PERMANENT RIGHT OF WAY DESCRIPTION

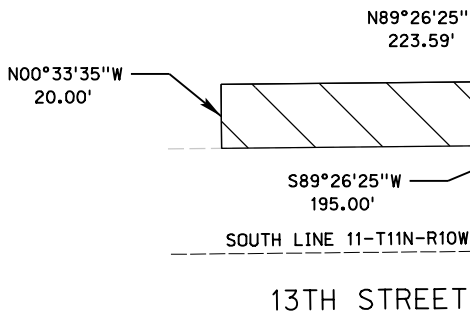
PERMANENT RIGHT OF WAY TO A TRACT OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE N01°54'35"W (ASSUMED BEARING) ON THE EAST LINE OF SAID SECTION 11, 33.79 FEET; THENCE S88°05'25"W, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF NORTH ROAD AND THE NORTH RIGHT OF WAY OF 13TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°26'25"W ON SAID NORTH RIGHT OF WAY OF 13TH STREET, 90.00 FEET; THENCE N74°57'03"E, 46.21 FEET; THENCE N61°37'49"E, 50.24 FEET TO A POINT ON SAID WEST RIGHT OF WAY OF NORTH ROAD; THENCE S01°54'35"E ON SAID WEST RIGHT OF WAY, 35.01 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,307.57 SQUARE FEET (0.030 ACRES), MORE OR LESS.

LOCATION MAP
NOT TO SCALE



MISC. TRACK 11-11-10 S1/2 S1/2 SE1/4 SE1/4



CERTIFICATION

I, CORY L. REINKE, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 5TH, 2018. I FURTHER CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL DISTANCES SHOWN ARE REPRESENTED IN FEET AND DECIMALS OF A FOOT.

LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- TEMP. EASEMENT AREA
- RIGHT OF WAY AREA



| | | | |
|---------|-----------------------|--|--|
| EXHIBIT | PROJECT NO: III672.00 | 13TH STREET ROADWAY IMPROVEMENT NO. 2018-P-I GRAND ISLAND, NEBRASKA | benesch engineers · scientists · planners |
| I | DRAWN BY: CLR | | |
| | DATE: JAN. 2018 | | |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-8

#2018-123 - Approving Acquisition of Public Right-of-Way at 4020 West 13th Street (Pedersen)

This item relates to the aforementioned Public Hearing item E-4.

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

RESOLUTION 2018-123

WHEREAS, public right-of-way is required by the City of Grand Island, from Mitchel Pedersen and Brandi Pedersen at 4020 West 13th Street, Grand Island, Hall County, Nebraska and more particularly described as follows:

South One-Half of the South One-Half of the Southeast Quarter of the Southeast Quarter of Section 11, Township 11 North, Range 10 West of the Sixth Principal Meridian in Hall County, Nebraska, described as follows:

REFERRING TO THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE N01°54'35"W (ASSUMED BEARING) ON THE EAST LINE OF SAID SECTION 11, 33.79 FEET; THENCE S88°05'25"W, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF NORTH ROAD AND THE NORTH RIGHT OF WAY OF 13TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°26'25"W ON SAID NORTH RIGHT OF WAY OF 13TH STREET, 90.00 FEET; THENCE N74°57'03"E, 46.21 FEET; THENCE N61°37'49"E, 50.24 FEET TO A POINT ON SAID WEST RIGHT OF WAY OF NORTH ROAD; THENCE S01°54'35"E ON SAID WEST RIGHT OF WAY, 35.01 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,307.57 SQUARE FEET (0.030 ACRES), MORE OR LESS.

WHEREAS, an Agreement for the public right-of-way has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public right-of-way on the above described tract of land, in the amount of \$2,471.00.

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, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| May 4, 2018 | ▣ City Attorney |

TEMPORARY CONSTRUCTION EASEMENT / NEW RIGHT OF WAY EXHIBIT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TEMPORARY CONSTRUCTION EASEMENT #1 DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT TO A TRACT OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

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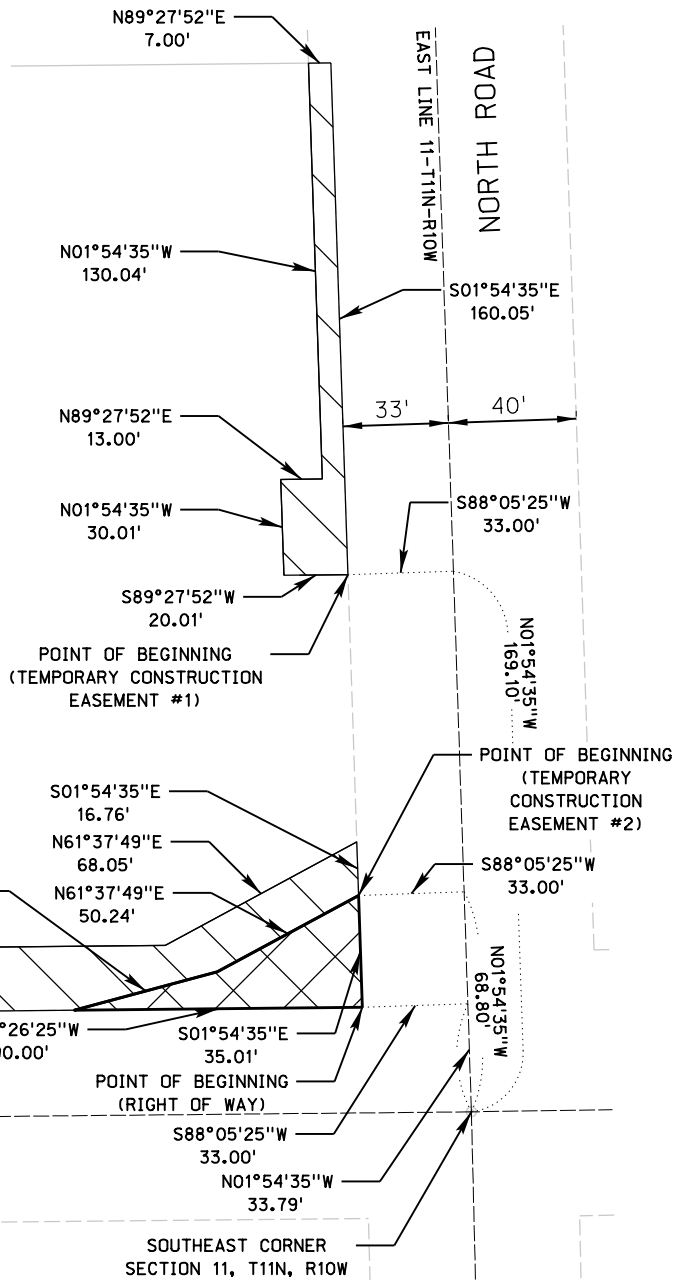
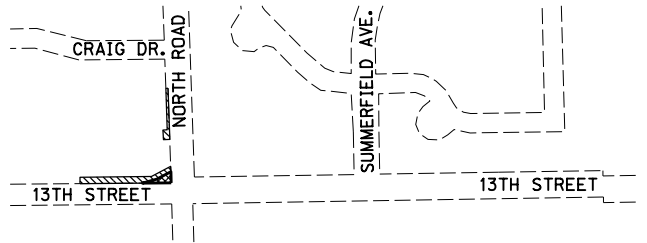
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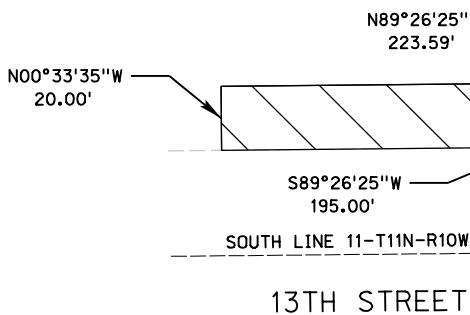
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LOCATION MAP
NOT TO SCALE



MISC. TRACK 11-11-10 S1/2 S1/2 SE1/4 SE1/4



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LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- TEMP. EASEMENT AREA
- RIGHT OF WAY AREA



13TH STREET ROADWAY IMPROVEMENT NO. 2018-P-1
GRAND ISLAND, NEBRASKA





City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-9

#2018-124 - Approving Temporary Construction Easement for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 8, 2018

Subject: Approving Temporary Construction Easement for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1 (GI School District 2)

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

Background

The existing Lift Station No. 11, which is located on 8th Street between Custer Avenue and Howard Avenue at 2511 W 8th Street, is in need of upgrade. The hospital contributes debris and rags that clog the current pumps, the wet well does not have sufficient capacity, and there is no space for a stand-by generator. A new submersible, duplex style lift station, with a grinder pump on the influent, and a stand-by generator is planned for a larger, nearby location.

A new 6-inch force main will be re-routed from the South Interceptor to the North Interceptor. Lift Station No. 11 contributes an average of 100-150 thousand gallons per day to the South Interceptor. The Lift Station No. 11 upgrade & re-route will alleviate some capacity issues in the South Interceptor by re-routing Lift Station No. 11 force main to the North Interceptor.

Olsson Associates performed a Lift Station No. 11 abandonment evaluation in October 2016 showing that the total construction and engineering costs would approximate \$5.85M. The Public Works Engineering Division determined that Lift Station No. 11 abandonment with a deep, gravity connection to the North Interceptor would not be a cost effective option. The Public Works Engineering Division has planned for an alternative option which is to upgrade Lift Station No. 11 and re-route the existing force main.

A Temporary Construction easement is needed to accommodate the construction activities for Lift Station No. 11 Relocation- 2018; Project No. 2018-S-1, which must be approved by City Council.

A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement is needed from one (1) property owner for Lift Station No. 11 Relocation- 2018; Project No. 2018-S-1 to be constructed.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement, at no cost.

| <i>Property Owner</i> | <i>Legal Description</i> | <i>Amount</i> |
|------------------------------|---|----------------------|
| GI School District 2 | <p>East Half of the Southwest Quarter (E ½, SW ¼) of Section Eight (8), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., to the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:</p> <p>COMMENCING A THE SOUTHWEST CORNER OF LOT 2, IMPERIAL VILLAGE SIXTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°46'34"W, ALONG THE EAST RIGHT-OF-WAY LINE OF HANCOCK AVENUE, A DISTANCE OF 292.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°46'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE N88°58'30"E A DISTANCE OF 494.21 FEET; THENCE S46°03'51"E A DISTANCE OF 173.73 FEET TO A POINT ON THE NORTH LINE OF IMPERICAL VILLAGE SUBDIVISION; THENCE S89°09'11"E, ALONG SAID NORTH LINE, A DISTANCE OF 14.20 FEET; THENCE N46°03'51"W A DISTANCE OF 159.51 FEET; THENCE N88°58'30"W A DISTANCE OF 490.11 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 6,587.79 SQUARE FEET OR 0.151 ACRES MORE OR LESS.</p> <p style="text-align: center;">and</p> <p>A temporary easement located in part of the East Half of the Southwest Quarter (E ½, SW ¼) of Section Eight (8), Township Eleven (11) North, Range Nine (9) West of the 6TH P.M., to the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, IMPERIAL VILLAGE SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°46'34"W, ALONG THE EAST RIGHT-OF-WAY LINE OF HANCOCK AVENUE, A DISTANCE OF 292.00 FEET; THENCE CONTINUING N00°46'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE N88°58'30"E A DISTANCE OF 494.21 FEET; THENCE S46°03'51"E A DISTANCE OF 173.73 FEET TO A POINT ON THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION; THENCE N89°09'11"E, ALONG SAID NORTH LINE, A DISTANCE</p> | \$ 0.00 |

OF 136.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°09'11"E A DISTANCE OF 73.65 FEET; THENCE S45°54'35"E A DISTANCE OF 100.90 FEET; THENCE N89°09'11"E A DISTANCE OF 63.04 FEET; THENCE S45°54'35"E TO A POINT ON THE WEST LINE OF LOT 20, BLOCK 2, SAID IMPERIAL VILLAGE SUBDIVISION; THENCE S01°01'53"E, ALONG SAID WEST LINE, A DISTANCE OF 11.46 FEET TO THE NORTHEAST CORNER OF LOT 19, BLOCK 2, SAID IMPERIAL VILLAGE SUBDIVISION; THENCE S89°14'28"W, ALONG SAID NORTH LINE OF LOT 19, A DISTANCE OF 2.72 FEET; THENCE N45°45'35"W A DISTANCE OF 21.56 FEET; THENCE S89°09'11"W A DISTANCE OF 63.04 FEET; THENCE N45°54'35"W A DISTANCE OF 100.90 FEET; THENCE S89°09'11"W, PARALLEL WITH THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION, A DISTANCE OF 55.28 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LOT 16, SAID BLOCK 2, IMPERIAL VILLAGE SUBDIVISION; THENCE N55°45'17"W, ALONG SAID NORTHEASTERLY LINE OF LOT 16, A DISTANCE OF 17.39 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 2,504.94 SQUARE FEET OR 0.058 ACRES MORE OR LESS.

and

A temporary easement located in party of the East Half of the Southwest Quarter (E ½, SW ¼) of Section Eight (8), Township Eleven (11) North, Range Nine (9) West of the 6TH P.M., to the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, IMPERIAL VILLAGE SIXTH SUBDIVISION, THENCE ON AN ASSUMED BEARING OF N00°46'34"W, ALONG THE EAST RIGHT-OF-WAY LINE OF HANCOCK AVENUE, A DISTANCE OF 894.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°46'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE N89°15'51"E A DISTANCE OF 20.00 FEET; THENCE S00°46'34"E, PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 576.51 FEET; THENCE S46°01'30"E, A DISTANCE OF 15.94 FEET; THENCE N88°58'30"E A DISTANCE OF 469.03 FEET; THENCE S46°03'51"E A DISTANCE OF 173.75 FEET TO A POINT 20 FEET NORTH OF THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION; THENCE N89°09'11"E, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 209.94 FEET; THENCE S45°54'35"E A DISTANCE OF 100.90 FEET; THENCE N89°09'11"E A DISTANCE OF 63.04 FEET; THENCE S45°54'35"E TO A POINT ON THE WEST LINE OF LOT 20, BLOCK 2, SAID

| | | |
|--|---|--|
| | <p>IMPERIAL VILLAGE SUBDIVISION; THENCE S01°01'53"E, ALONG SAID WEST LINE, A DISTANCE OF 7.09 FEET; THENCE N45°54'35"W A DISTANCE OF 13.60 FEET; THENCE S89°09'11"W A DISTANCE OF 63.04 FEET; THENCE N45°54'35"W A DISTANCE OF 100.90 FEET; THENCE S89°09'11"W, PARALLEL WITH THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION, A DISTANCE OF 209.93 FEET; THENCE N46°03'51"W A DISTANCE OF 173.75 FEET; THENCE S88°58'30"W A DISTANCE OF 476.10 FEET; THENCE N46°01'30"W A DISTANCE OF 17.18 FEET; THENCE N00°46'34"W, PARALLEL WITH SAID EAST LINE HANCOCK AVENUE, A DISTANCE OF 570.68 FEET; THENCE S89°15'51"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 11,212.70 SQUARE FEET OR 0.257 ACRES MORE OR LESS.</p> | |
|--|---|--|

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for Lift Station No. 11 Relocation- 2018; Project No. 2018-S-1, at no cost.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2018-124

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in Lift Station No. 11 Relocation- 2018; Project No. 2018-S-1 project area:

GI School District 2 – \$0.00

East Half of the Southwest Quarter (E ½, SW ¼) of Section Eight (8), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., to the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, IMPERIAL VILLAGE SIXTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°46'34"W, ALONG THE EAST RIGHT-OF-WAY LINE OF HANCOCK AVENUE, A DISTANCE OF 292.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°46'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE N88°58'30"E A DISTANCE OF 494.21 FEET; THENCE S46°03'51"E A DISTANCE OF 173.73 FEET TO A POINT ON THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION; THENCE S89°09'11"E, ALONG SAID NORTH LINE, A DISTANCE OF 14.20 FEET; THENCE N46°03'51"W A DISTANCE OF 159.51 FEET; THENCE N88°58'30"W A DISTANCE OF 490.11 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 6,587.79 SQUARE FEET OR 0.151 ACRES MORE OR LESS.

and

A temporary easement located in part of the East Half of the Southwest Quarter (E ½, SW ¼) of Section Eight (8), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., to the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, IMPERIAL VILLAGE SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°46'34"W, ALONG THE EAST RIGHT-OF-WAY LINE OF HANCOCK AVENUE, A DISTANCE OF 292.00 FEET; THENCE CONTINUING N00°46'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE N88°58'30"E A DISTANCE OF 494.21 FEET; THENCE S46°03'51"E A DISTANCE OF 173.73 FEET TO A POINT ON THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION; THENCE N89°09'11"E, ALONG SAID NORTH LINE, A DISTANCE OF 136.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°09'11"E A DISTANCE OF 73.65 FEET; THENCE S45°54'35"E A DISTANCE OF 100.90 FEET; THENCE N89°09'11"E A DISTANCE OF 63.04 FEET; THENCE S45°54'35"E TO A POINT ON THE WEST LINE OF LOT 20, BLOCK 2, SAID IMPERIAL VILLAGE SUBDIVISION; THENCE S01°01'53"E, ALONG SAID WEST LINE, A DISTANCE OF 11.46 FEET TO THE NORTHEAST CORNER OF LOT 19, BLOCK 2, SAID IMPERIAL VILLAGE SUBDIVISION; THENCE S89°14'28"W, ALONG SAID NORTH LINE OF LOT 19, A DISTANCE OF 2.72 FEET; THENCE N45°45'35"W A DISTANCE OF 21.56 FEET; THENCE S89°09'11"W A DISTANCE OF 63.04 FEET; THENCE N45°54'35"W A DISTANCE OF 100.90 FEET; THENCE S89°09'11"W, PARALLEL WITH THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION, A

| | |
|---------------------|-----------------|
| Approved as to Form | □ |
| May 4, 2018 | □ City Attorney |

DISTANCE OF 55.28 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LOT 16, SAID BLOCK 2, IMPERIAL VILLAGE SUBDIVISION; THENCE N55°45'17"W, ALONG SAID NORTHEASTERLY LINE OF LOT 16, A DISTANCE OF 17.39 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 2,504.94 SQUARE FEET OR 0.058 ACRES MORE OR LESS.

and

A temporary easement located in party of the East Half of the Southwest Quarter (E ½, SW ¼) of Section Eight (8), Township Eleven (11) North, Range Nine (9) West of the 6TH P.M., to the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, IMPERIAL VILLAGE SIXTH SUBDIVISION, THENCE ON AN ASSUMED BEARING OF N00°46'34"W, ALONG THE EAST RIGHT-OF-WAY LINE OF HANCOCK AVENUE, A DISTANCE OF 894.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°46'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE N89°15'51"E A DISTANCE OF 20.00 FEET; THENCE S00°46'34"E, PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 576.51 FEET; THENCE S46°01'30"E, A DISTANCE OF 15.94 FEET; THENCE N88°58'30"E A DISTANCE OF 469.03 FEET; THENCE S46°03'51"E A DISTANCE OF 173.75 FEET TO A POINT 20 FEET NORTH OF THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION; THENCE N89°09'11"E, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 209.94 FEET; THENCE S45°54'35"E A DISTANCE OF 100.90 FEET; THENCE N89°09'11"E A DISTANCE OF 63.04 FEET; THENCE S45°54'35"E TO A POINT ON THE WEST LINE OF LOT 20, BLOCK 2, SAID IMPERIAL VILLAGE SUBDIVISION; THENCE S01°01'53"E, ALONG SAID WEST LINE, A DISTANCE OF 7.09 FEET; THENCE N45°54'35"W A DISTANCE OF 13.60 FEET; THENCE S89°09'11"W A DISTANCE OF 63.04 FEET; THENCE N45°54'35"W A DISTANCE OF 100.90 FEET; THENCE S89°09'11"W, PARALLEL WITH THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION, A DISTANCE OF 209.93 FEET; THENCE N46°03'51"W A DISTANCE OF 173.75 FEET; THENCE S88°58'30"W A DISTANCE OF 476.10 FEET; THENCE N46°01'30"W A DISTANCE OF 17.18 FEET; THENCE N00°46'34"W, PARALLEL WITH SAID EAST LINE HANCOCK AVENUE, A DISTANCE OF 570.68 FEET; THENCE S89°15'51"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 11,212.70 SQUARE FEET OR 0.257 ACRES MORE OR LESS.

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owner for the Temporary Construction easement on the above described tract of land, at no cost.

- - -

- 2 -

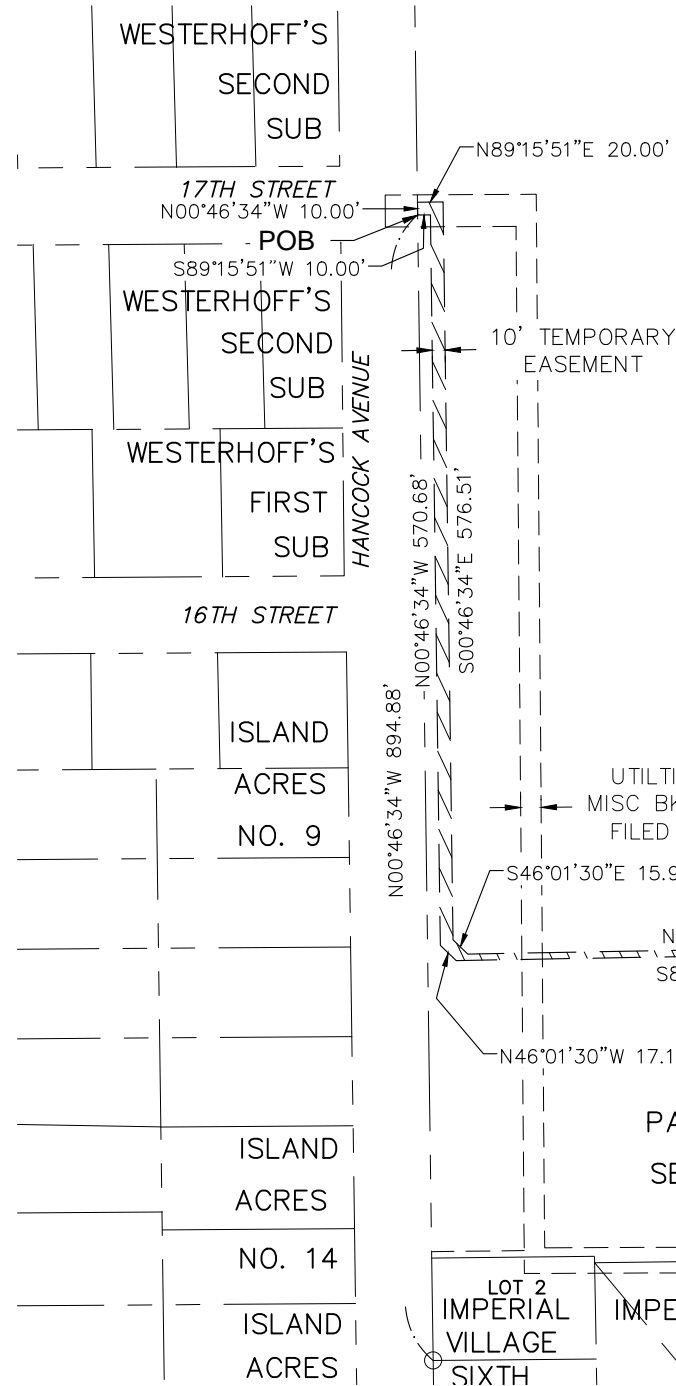
Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

DWG: F:\2017\2501-3000\017-2913\40-Design\Survey\SRV\Sheets\V_ESM_72913.dwg
DATE: Feb 20, 2018 9:54am
XREFS: C_PBASE_72913
USER: jjimenez
V_XRWAY_72913
Subdivision
2005 Legal-Lot



TEMPORARY EASEMENT DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, IMPERIAL VILLAGE SIXTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°46'34"W, ALONG THE EAST RIGHT-OF-WAY LINE OF HANCOCK AVENUE, A DISTANCE OF 894.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°46'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE N89°15'51"E A DISTANCE OF 20.00 FEET; THENCE S00°46'34"E, PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 576.51 FEET; THENCE S46°01'30"E A DISTANCE OF 15.94 FEET; THENCE N88°58'30"E A DISTANCE OF 469.03 FEET; THENCE S46°03'51"E A DISTANCE OF 173.75 FEET TO A POINT 20 FEET NORTH OF THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION; THENCE N89°09'11"E, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 209.94 FEET; THENCE S45°54'35"E A DISTANCE OF 100.90 FEET; THENCE N89°09'11"E A DISTANCE OF 63.04 FEET; THENCE S45°54'35"E TO A POINT ON THE WEST LINE OF LOT 20, BLOCK 2, SAID IMPERIAL VILLAGE SUBDIVISION; THENCE S01°01'53"E, ALONG SAID WEST LINE, A DISTANCE OF 7.09 FEET; THENCE N45°54'35"W A DISTANCE OF 13.60 FEET; THENCE S89°09'11"W A DISTANCE OF 63.04 FEET; THENCE N45°54'35"W A DISTANCE OF 100.90 FEET; THENCE S89°09'11"W, PARALLEL WITH THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION, A DISTANCE OF 209.93 FEET; THENCE N46°03'51"W A DISTANCE OF 173.75 FEET; THENCE S88°58'30"W A DISTANCE OF 476.10 FEET; THENCE N46°01'30"W A DISTANCE OF 17.18 FEET; THENCE N00°46'34"W, PARALLEL WITH SAID EAST LINE HANCOCK AVENUE, A DISTANCE OF 570.68 FEET; THENCE S89°15'51"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 11,212.70 SQUARE FEET OR 0.257 ACRES MORE OR LESS.



LEGEND

- CORNER FOUND
- PROPERTY LINE
- EASEMENT LINE
- PROPOSED TEMPORARY EASEMENT

PART E1/2 SW1/4
SEC. 8-T11N-R9W

PART E1/2 SW1/4
SEC. 8-T11N-R9W

IMPERIAL
VILLAGE
SUBDIVISION

IMPERIAL
VILLAGE
SUBDIVISION

LOT 16

BLOCK 2

LOT 19

LOT 20

| | |
|-------------|------------|
| PROJECT NO: | 2017-2913 |
| DRAWN BY: | JMJ |
| DATE: | 02.19.2018 |

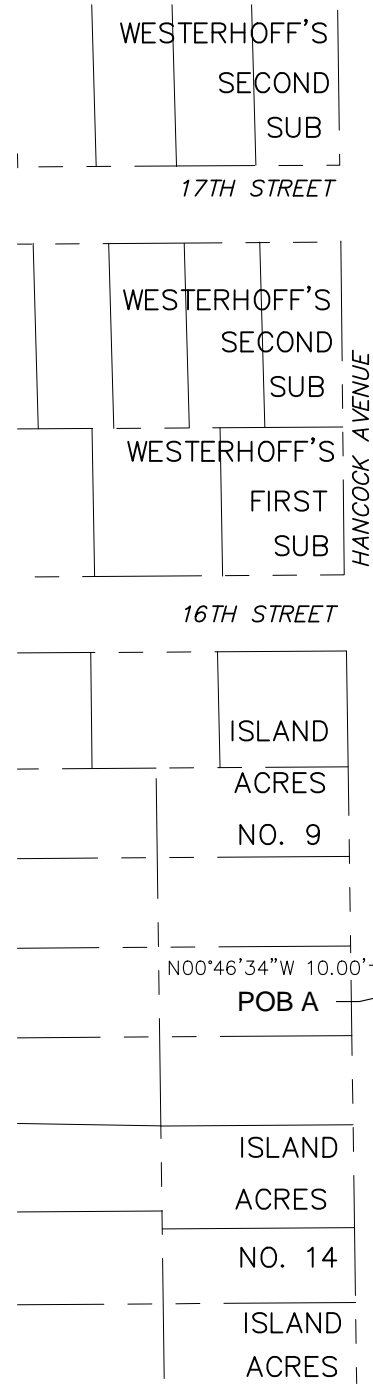
TEMPORARY EASEMENT
Council Session - 5/8/2018



201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT

DWG: F:\2017\2501-3000\017-2913\40-Design\Survey\SRV\Sheets\V_ESM_72913.dwg
DATE: Feb 20, 2018 9:49am
XREFS: C_PBASE_72913
USER: jjimenez
V_XRAY_72913
Subdivision
2005 Legal-Lot



TEMPORARY EASEMENT DESCRIPTION - A

A TEMPORARY EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 6,587.79 SQUARE FEET OR 0.151 ACRES MORE OR LESS.

TEMPORARY EASEMENT DESCRIPTION - B

A TEMPORARY EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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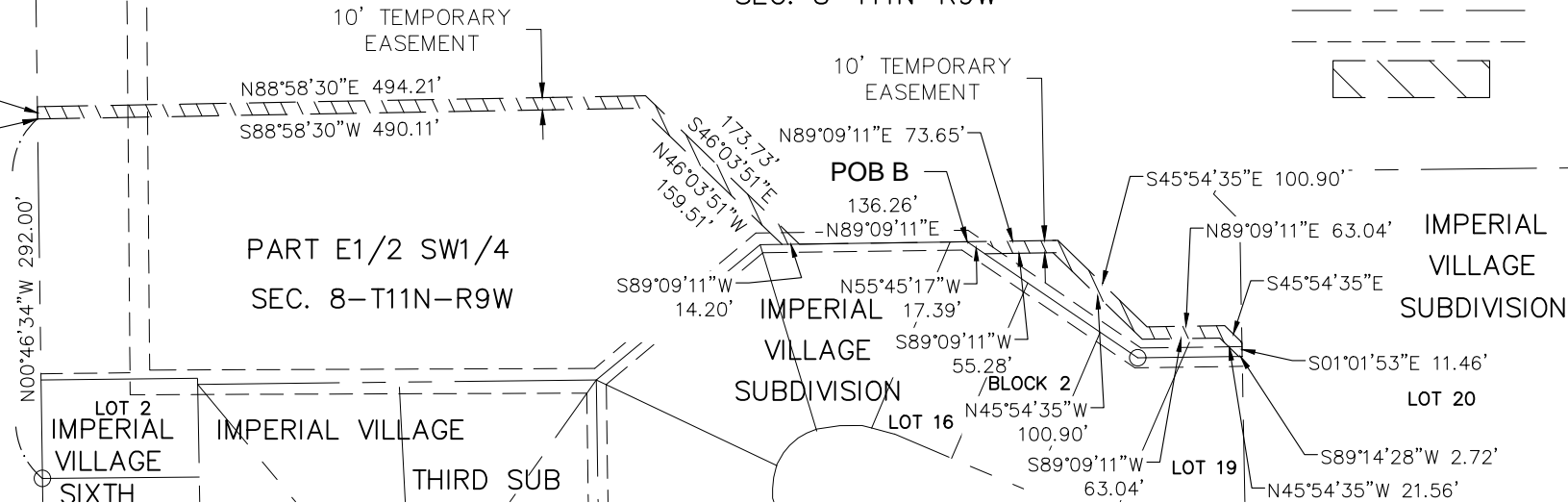
SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 2,504.94 SQUARE FEET OR 0.058 ACRES MORE OR LESS.

UTILITY EASEMENT
MISC BK W-1, PG 241
FILED 12/30/1969

PART E1/2 SW1/4
SEC. 8-T11N-R9W

LEGEND

- CORNER FOUND
- — — — — PROPERTY LINE
- - - - - EASEMENT LINE
- ▨ PROPOSED TEMPORARY EASEMENT



PROJECT NO: 2017-2913

DRAWN BY: JMJ

DATE: 02.19.2018

TEMPORARY EASEMENT
Council Session - 5/8/2018

KULSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-10

#2018-125 - Approving Acquisition of Permanent Easement in Imperial Village Sixth Subdivision (GI School District 2)

This item relates to the aforementioned Public Hearing item E-5.

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

RESOLUTION 2018-125

WHEREAS, a permanent utility easement is required by the City of Grand Island, from GI School District 2 to accommodate construction of Lift Station No. 11 Relocation- 2018; Project No. 2018-S-1, described as follows:

Part of the east Half of the Southwest Quarter (E ½, SW ¼) of Section Eight (8), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., to the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, IMPERIAL VILLAGE SIXTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°46'34"W, ALONG THE EAST RIGHT-OF-WAY LINE OF HANCOCK AVENUE, A DISTANCE OF 302.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°46'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 592.88 FEET; THENCE N89°15'51"E A DISTANCE OF 10.00 FEET; THENCE S00°46'34"E, PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 570.68 FEET; THENCE S46°01'30"E A DISTANCE OF 17.18 FEET; THENCE N88°58'30"E A DISTANCE OF 476.10 FEET; THENCE S46°03'51"E A DISTANCE OF 173.75 FEET TO A POINT 10 FEET NORTH OF THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION; THENCE N89°09'11"E, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 209.93 FEET; THENCE S45°54'35"E A DISTANCE OF 100.90 FEET; THENCE N89°09'11"E A DISTANCE OF 63.04 FEET; THENCE S45°54'35"E TO A POINT ON THE WEST LINE OF LOT 20, BLOCK 2, SAID IMPERIAL VILLAGE SUBDIVISION; THENCE S01°01'53"E, ALONG SAID WEST LINE, A DISTANCE OF 14.16 FEET; THENCE N45°54'35"W A DISTANCE OF 19.51 FEET; THENCE S89°09'11"W A DISTANCE OF 63.04 FEET; THENCE N45°54'35"W A DISTANCE OF 100.90 FEET; THENCE S89°09'11"W, ALONG PART OF THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION, A DISTANCE OF 209.91 FEET; THENCE N46°03'51"W A DISTANCE OF 173.73 FEET; THENCE S88°58'30"W A DISTANCE OF 494.21 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 16,506.67 SQUARE FEET OR 0.379 ACRES MORE OR LESS.

WHEREAS, an Agreement for the permanent utility easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the permanent utility easement on the above described tract of land.

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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| | |
|---------------------|-----------------|
| Approved as to Form | □ |
| May 4, 2018 | □ City Attorney |

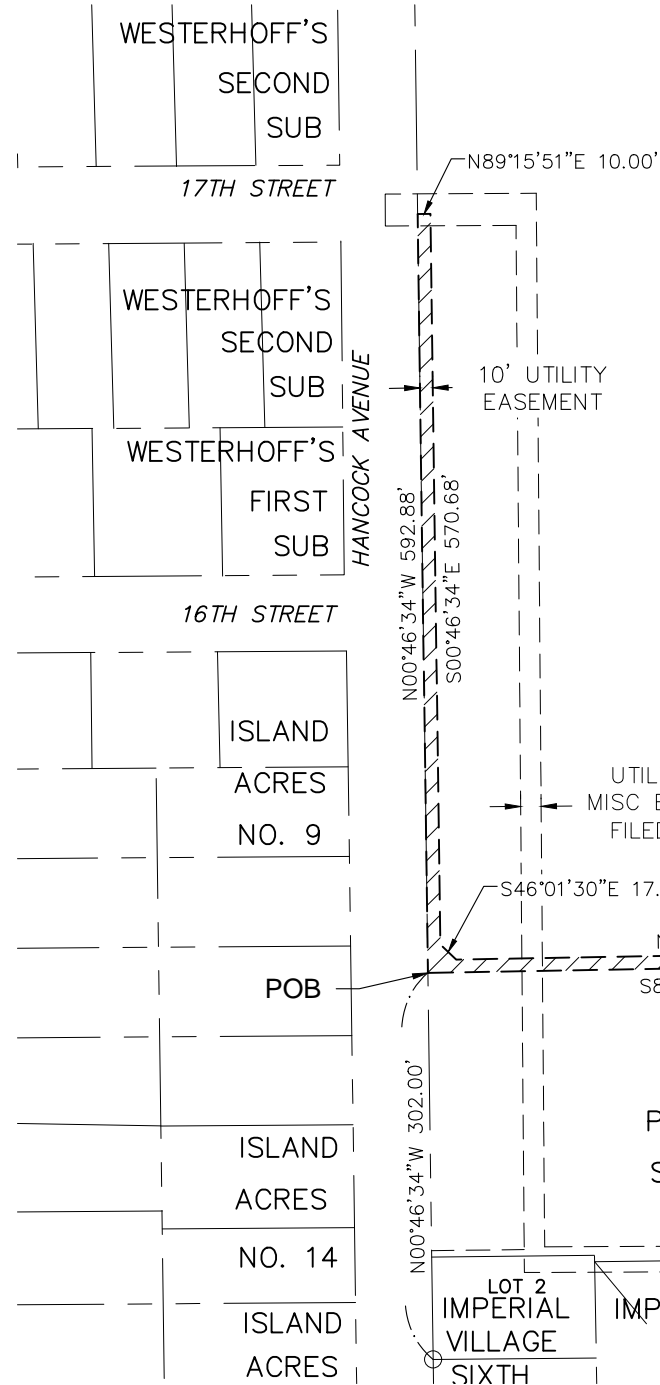
Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

DWG: F:\2017\2501-3000\017-2913\40-Design\Survey\SRV\Sheets\V_ESM_72913.dwg
DATE: Feb 20, 2018 10:03am
USER: jimenenez
SUBDIVISION: V_XRWAY_72913
2005 Legal-Lot



UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, IMPERIAL VILLAGE SIXTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°46'34"W, ALONG THE EAST RIGHT-OF-WAY LINE OF HANCOCK AVENUE, A DISTANCE OF 302.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°46'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 592.88 FEET; THENCE N89°15'51"E A DISTANCE OF 10.00 FEET; THENCE S00°46'34"E, PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 570.68 FEET; THENCE S46°01'30"E A DISTANCE OF 17.18 FEET; THENCE N88°58'30"E A DISTANCE OF 476.10 FEET; THENCE S46°03'51"E A DISTANCE OF 173.75 FEET TO A POINT 10 FEET NORTH OF THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION; THENCE N89°09'11"E, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 209.93 FEET; THENCE S45°54'35"E A DISTANCE OF 100.90 FEET; THENCE N89°09'11"E A DISTANCE OF 63.04 FEET; THENCE S45°54'35"E TO A POINT ON THE WEST LINE OF LOT 20, BLOCK 2, SAID IMPERIAL VILLAGE SUBDIVISION; THENCE S01°01'53"E, ALONG SAID WEST LINE, A DISTANCE OF 14.16 FEET; THENCE N45°54'35"W A DISTANCE OF 19.51 FEET; THENCE S89°09'11"W A DISTANCE OF 63.04 FEET; THENCE N45°54'35"W A DISTANCE OF 100.90 FEET; THENCE S89°09'11"W, ALONG PART OF THE NORTH LINE OF IMPERIAL VILLAGE SUBDIVISION, A DISTANCE OF 209.91 FEET; THENCE N46°03'51"W A DISTANCE OF 173.73 FEET; THENCE S88°58'30"W A DISTANCE OF 494.21 FEET TO THE POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 16,506.67 SQUARE FEET OR 0.379 ACRES MORE OR LESS.

LEGEND

- CORNER FOUND
- — — — — PROPERTY LINE
- - - - - EASEMENT LINE
- [//] PROPOSED UTILITY EASEMENT

PART E1/2 SW1/4
SEC. 8-T11N-R9W

PART E1/2 SW1/4
SEC. 8-T11N-R9W

IMPERIAL
VILLAGE
SUBDIVISION

IMPERIAL
VILLAGE
SUBDIVISION

UTILITY EASEMENT
Council Session - 5/8/2018

KULSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-11

**#2018-126 - Approving Discontinuation of Street Improvement
District No. 1265; Jay Street – Capital Avenue to Dack Avenue**

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

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: May 8, 2018

Subject: Approving Discontinuation of Street Improvement District No. 1265; Jay Street – Capital Avenue to Dack Avenue

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

Background

Street Improvement District No. 1265; Jay Street – Capital Avenue to Dack Avenue was created by City Council on March 27, 2018, via Ordinance No. 9681(A). Legal notice of such district creation was published in the *Grand Island Independent* on April 2, 2018. A letter was also mailed to all property owners notifying them of the district creation. The project was estimated at \$210,000.00, not including sidewalk installation, which would be assessed to adjacent property owners.

Discussion

The district completed the 20-day protest period at 5:00 p.m., Monday, April 23, 2018. There were protests filed against this District by five (5) abutting property owners. These owners represent 813.50 front feet, or 88.00% of the total District frontage of 928.00 feet.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the discontinuation of Street Improvement District No. 1265; Jay Street – Capital Avenue to Dack Avenue.

Sample Motion

Move to approve the resolution.

RESOLUTION 2018-126

WHEREAS, Street Improvement District No. 1265; Jay Street – Capital Avenue to Dack Avenue was created by Ordinance No. 9681(A) on March 27, 2018; and

WHEREAS, notice of the creation of such Street Improvement District No. 1265; Jay Street – Capital Avenue to Dack Avenue was published in the *Grand Island Independent*, in accordance with the provisions of Section 16-619 et seq., Neb. Rev. Stat. 1943; and

WHEREAS, Section 16-620, Neb. R.R.S. 1943, provides that if owners of record title representing more than 50% of the front footage of the property abutting or adjoining the streets, avenues or alleys, or parts thereof to be improved in any district shall file with the City Clerk within twenty days from the first publication of said notice written objections to the street improvement, said work shall not be done and the ordinance shall be repealed, and

WHEREAS, the protest period ended on April 23, 2018, and protests were filed with the City Clerk against the creation of Street Improvement District No. 1265; Jay Street – Capital Avenue to Dack Avenue by abutting property owners representing 88.00% of the total district frontage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that protests having been filed with the City Clerk against the creation of Street Improvement District No. 1265; Jay Street – Capital Avenue to Dack Avenue, such district should not be continued and the ordinance which created said district shall be repealed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| May 4, 2018 | ▣ City Attorney |





City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-12

**#2018-127 - Approving Acquisition of Public Right-of-Way,
Subdivision Agreement Amendment and Temporary Easement at
1311 N North Road (Little B's Corporation)**

This item relates to the aforementioned Public Hearing item E-6.

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

RESOLUTION 2018-127

WHEREAS, public right-of-way and a temporary easement are required by the City of Grand Island, from Little B's Corporation at 1311 N North Road, Grand Island, Hall County, Nebraska and more particularly described as follows:

Temporary construction easement to a tract of land located in Tract "A", Summerfield Estates First Subdivision, a platted and recorded subdivision in Hall County, Nebraska, described as follows:

Referring to the Southwest corner of said Tract "A", thence N01°54'35"W (assumed bearing) on the west line of said Tract "A", 99.09 feet to the point of beginning; thence continuing N01°54'35"W on said west line, 71.90 feet; thence S22°31'39"E, 11.59 feet; thence S12°30'28"E, 99.92 feet; thence S36°47'22"E, 59.55 feet; thence S54°49'55"E, 23.93 feet to a point on the south line of said tract "A", thence N59°52'11"W, 36.91 feet; thence N30°37'58"W, 92.21 feet to the point of beginning. Containing an area of 1,241.63 square feet (0.029 acres), more or less

Permanent Right-of-Way to a tract of land located in Tract "A", Summerfield Estates First Subdivision, a platted and recorded subdivision in Hall County, Nebraska, described as follows:

Beginning at the Southwest corner of said Tract "A", thence N01°54'35"W (assumed bearing) on the west line of said Tract "A", 99.09 feet; thence S30°37'58"E, 92.21 feet; thence S59°52'11"E, 36.91 feet to a point on the south line of said Tract "A", thence S89°06'52"W on said south line, 75.61 feet to the point of beginning. Containing an area of 2,914.54 square feet (0.067 acres), more or less.

WHEREAS, an Agreement for the public right-of-way and temporary construction easement has been reviewed and approved by the City Legal Department; and

WHEREAS, the cost of such acquisition is \$29,287.54.

WHEREAS, such negotiation also included an amendment to Summerfield Estates First Subdivision original agreement to address the ingress/egress access to Tract "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public right-of-way, temporary construction easement and amendment to Summerfield Estates First Subdivision original agreement, on the above described tracts of land, in the amount of \$29,287.54.

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

- - -

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| May 4, 2018 | ☐ City Attorney |

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

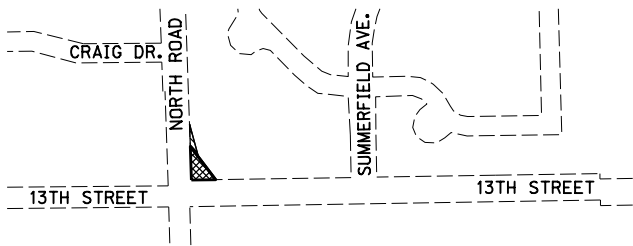
Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

TEMPORARY CONSTRUCTION EASEMENT
/ NEW RIGHT OF WAY EXHIBIT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LOCATION MAP
NOT TO SCALE



TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

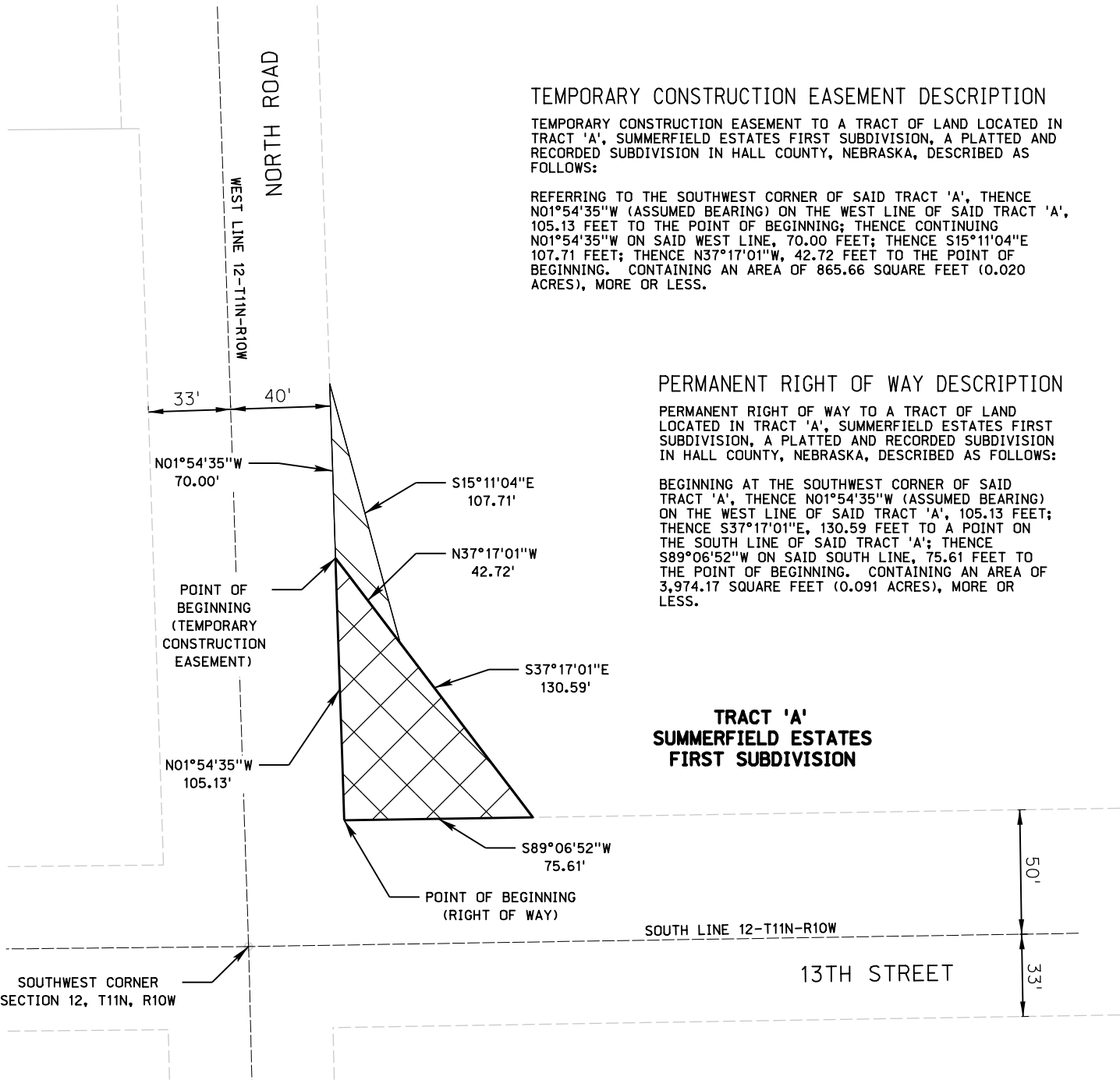
TEMPORARY CONSTRUCTION EASEMENT TO A TRACT OF LAND LOCATED IN TRACT 'A', SUMMERFIELD ESTATES FIRST SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID TRACT 'A', THENCE N01°54'35"W (ASSUMED BEARING) ON THE WEST LINE OF SAID TRACT 'A', 105.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°54'35"W ON SAID WEST LINE, 70.00 FEET; THENCE S15°11'04"E 107.71 FEET; THENCE N37°17'01"W, 42.72 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 865.66 SQUARE FEET (0.020 ACRES), MORE OR LESS.

PERMANENT RIGHT OF WAY DESCRIPTION

PERMANENT RIGHT OF WAY TO A TRACT OF LAND LOCATED IN TRACT 'A', SUMMERFIELD ESTATES FIRST SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 'A', THENCE N01°54'35"W (ASSUMED BEARING) ON THE WEST LINE OF SAID TRACT 'A', 105.13 FEET; THENCE S37°17'01"E, 130.59 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 'A'; THENCE S89°06'52"W ON SAID SOUTH LINE, 75.61 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3,974.17 SQUARE FEET (0.091 ACRES), MORE OR LESS.



TRACT 'A'
SUMMERFIELD ESTATES
FIRST SUBDIVISION

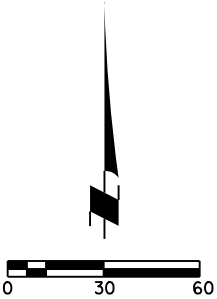


CERTIFICATION

I, CORY L. REINKE, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 5TH, 2018. I FURTHER CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL DISTANCES SHOWN ARE REPRESENTED IN FEET AND DECIMALS OF A FOOT.

LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- TEMP. EASEMENT AREA
- RIGHT OF WAY AREA



| | | | |
|---------|-----------------------|--|--|
| EXHIBIT | PROJECT NO: III672.00 | 13TH STREET ROADWAY IMPROVEMENT NO. 2018-P-I GRAND ISLAND, NEBRASKA | benesch engineers - scientists - planners |
| I | DRAWN BY: CLR | | |
| | DATE: JAN. 2018 | | |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-13

#2018-128 - Approving Purchase of Two (2) Utility Vehicles for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: May 8, 2018

Subject: Approving Purchase of Two (2) Utility Vehicles for the Wastewater Division of the Public Works Department

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

Background

The Wastewater Division currently has two (2) unused motors from the old Raw Wastewater Pumping Station and wishes to trade them in towards the purchase of two (2) John Deere Utility Vehicles. Such transaction will allow more efficiency when working within the Wastewater Treatment Plant, as well as lowering fleet operations cost and capitalizing on the value of the unused equipment.

Discussion

Utilizing the Houston-Galveston Area Council (HGAC) buying group, which was approved by City Council via Resolution No. 2013-193, Wastewater staff is able to trade two (2) John Deere diesel motors to Landmark Implement of Shelton, Nebraska towards the purchase of two (2) new John Deere Utility Vehicles. The equipment to be traded in are excess motors that were used in the old raw wastewater pumping station that are no longer in use. Wastewater staff uses the utility vehicles as a replacement for pickups in the transportation and hauling of tools and equipment within the plant.

| Trade-In Equipment | Trade-In Allowance |
|--|--------------------|
| 1994 John Deere 6076AF | \$9,000.00 |
| 1994 John Deere 6076AF | \$9,000.00 |
| <i>Total Trade-In Allowance =</i> | |
| <i>\$18,000.00</i> | |

| New Equipment | Purchase Price |
|--|----------------|
| 2018 John Deere XUV835M | \$21,550.00 |
| 2018 John Deere XUV835M | \$21,550.00 |
| <i>Total New Equipment Cost =</i> | |
| <i>\$43,100.00</i> | |

After the trade in of the unused equipment the net purchase price is \$25,100.00 for the Wastewater Division to acquire two (2) utility vehicles. Such purchase was budgeted for in Fiscal Year 2017/2018.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve such trade-in and purchase of with Landmark Implement of Shelton, Nebraska in the net amount of \$25,100.00 for the Wastewater Division.

Sample Motion

Move to approve the resolution.



1994 John Deere 6067AF

- Being traded in
- This motor was used for backup pumping in the old Raw Wastewater Pumping Station



1993 John Deere 6067AF

- Being traded in
- This motor was used for backup pumping in the old Raw Wastewater Pumping Station

RESOLUTION 2018-128

WHEREAS, the Wastewater Division of the Public Works Department currently has two (2) unused motors from the old Raw Wastewater Pumping Station and wishes to trade them in towards the purchase of two (2) John Deere Utility Vehicles; and

WHEREAS, through the Houston-Galveston Area Council (HGAC) buying group such motors can be traded towards the requested purchase, which will allow for more efficiency when working within the Wastewater Treatment Plant, as well as lowering fleet operation costs and capitalizing on the value of the unused equipment, equipment summary follows:

| Trade-In Equipment | Trade-In Allowance |
|-----------------------------------|--------------------|
| 1994 John Deere 6076AF | \$9,000.00 |
| 1994 John Deere 6076AF | \$9,000.00 |
| Total Trade-In Allowance = | \$18,000.00 |

| New Equipment | Purchase Price |
|-----------------------------------|--------------------|
| 2018 John Deere XUV835M | \$21,550.00 |
| 2018 John Deere XUV835M | \$21,550.00 |
| Total New Equipment Cost = | \$43,100.00 |

WHEREAS, after trade in of the current equipment there will be a balance due Landmark Implement of Shelton, Nebraska of \$25,100.00 from the Wastewater Division.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the trade-in and purchase of equipment with Landmark Implement of Shelton, Nebraska in the net amount of \$25,100.00 for the Wastewater Division is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | □ |
| May 4, 2018 | □ City Attorney |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-14

#2018-129 - Approving Amendment No. 2 to Asphalt Resurfacing Inter-local Agreement with Hall County for Improvements to Shady Bend Road; Capital Avenue to Airport Road

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: May 8, 2018

Subject: Approving Amendment No. 2 to Asphalt Resurfacing Inter-local Agreement with Hall County for Improvements to Shady Bend Road; Capital Avenue to Airport Road

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

Background

On February 28, 2017, via Resolution No. 2017-54, City Council approved an inter-local agreement between the City and Hall County for improvements to sections of Shady Bend Road (Gregory Avenue and approximately 300 feet south of Burlington Northern Santa Fe Railroad Right-of-Way- 1.08 miles) and Wildwood Drive (Highway 281 and South Locust St.- 2 miles). Per this agreement the City will submit to Hall County an itemized bill for payment of their share of the project.

On May 9, 2017, via Resolution No. 2017-143, City Council approved Amendment No. 1 to the Inter-local Agreement between the City and Hall County to further partnering of both agencies. Amendment No. 1 authorized improvements on Stolley Park Road from Engleman Road to North Road, which has segments within both the City and County.

Council approval is required before entering into an agreement. Pursuing an inter-local agreement between governmental entities is an efficient means of collaborating efforts to better our community.

Discussion

Amendment No. 2 to the previously approved inter-local agreement between the City and Hall County is now being presented for improvements to Shady Bend Road between Capital Avenue and Airport Road, which has segments within the Grand Island City limits and Hall County. On this section of roadway Hall County will be the lead agency, as this section of roadway is in their current asphalt resurfacing project.

Per the amendment the City will credit Hall County for the City's share of the Shady Bend Road project costs towards the County's share of projects resurfaced under the original inter-local agreement. Following is a summary of the anticipated cost share for the asphalt resurfacing projects.

| <i>Agreement (Lead Agency)</i> | <i>Roadway</i> | <i>Total Bid</i> | <i>City Share</i> | <i>County Share</i> | <i>Amount Due City</i> |
|---|---|-------------------------|--------------------------|--------------------------------|-----------------------------------|
| Original Agreement (City) | Wildwood Dr Hwy 281 to S Locust St | \$232,087.00 | \$203,076.00 (87.5%) | \$ 29,011.00 (12.5%) | \$29,011.00 |
| | Shady Bend Rd Gregory Ave to S of Bismark Rd | \$234,210.00 | \$124,131.00 (53.0%) | \$110,079.00 (47.0%) | \$110,079.00 |
| Amendment No. 1 (County) | Stolley Park Rd Engleman Rd to North Rd | \$100,020.00 | \$ 50,010.00 (50.0%) | \$ 50,010.00 (50.0%) | -\$50,010.00 |
| Amendment No. 2 (County) | Shady Bend Rd Airport Rd to Capital Ave | \$125,336.50 | \$81,412.56 (65%) | \$43,923.94 (35%) | -\$81,412.56 |
| Totals - | | \$691,653.50 | \$458,629.56 | \$233,023.94 | \$ 7,667.44 |

At the present time it is anticipated that the City will invoice Hall County for an amount of \$7,667.44.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 2 to the inter-local agreement with Hall County and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve Amendment No. 2 to the inter-local agreement with Hall County.

**COUNTY OF HALL
2018 ASPHALT RESURFACING**

COUNTY/CITY COST BREAKDOWN

Shady Bend Road; Capital Avenue to Airport Road
COUNTY ROAD MILE 4S

| | BASE BID | % CITY | CITY COST | % COUNTY | COUNTY COST |
|---|---------------|---------|--------------|----------|--------------|
| Mobilization | \$ 2,500.00 | 20.00% | \$ 500.00 | 80.00% | \$ 2,000.00 |
| Cold Milling, Class 1 (STA 72+54 to STA 105+51) (approximately 3/4" to 1" and yields 360 to 480 tons of millings) | \$ 10,470.00 | 100.00% | \$ 10,470.00 | 0.00% | \$ - |
| Asphaltic Concrete for Drag Course (Mix Type determined by Contractor) (1" thick with AC PG 64-22 or equivalent as subsidiary) | \$ 35,939.70 | 62.69% | \$ 22,530.60 | 37.31% | \$ 13,409.10 |
| Asphaltic Concrete, Type "SPR" at 2" thick (AC PG 64-34 is subsidiary) | \$ 71,604.00 | 62.69% | \$ 44,888.55 | 37.31% | \$ 26,715.45 |
| Asphaltic Concrete for Intersections (Asphalt Binder is subsidiary) (Mix & AC Binder is determined by Contractor) | \$ 1,822.80 | 62.69% | \$ 1,142.71 | 37.31% | \$ 680.09 |
| Emulsified Asphalt for Tack Coat (0.10 & 0.08 gallons per square yard) | \$ 3,000.00 | 62.69% | \$ 1,880.70 | 37.31% | \$ 1,119.30 |
| | \$ 125,336.50 | | \$ 81,412.56 | | \$ 43,923.94 |

EXHIBIT "B"

RESOLUTION 2018-129

WHEREAS, on February 28, 2017, via Resolution No. 2017-54, City Council approved an inter-local agreement between the City and Hall County for improvements to sections of Shady Bend Road (Gregory Avenue and approximately 300 feet south of Burlington Northern Santa Fe Railroad Right-of-Way- 1.08 miles) and Wildwood Drive (Highway 281 and South Locust St.- 2 miles);and

WHEREAS, on May 9, 2017, via Resolution No. 2017-143, City Council approved Amendment No. 1 to the Inter-local Agreement between the City and Hall County to further partnering of both agencies; and

WHEREAS, such amendment authorized improvements on Stolley Park Road from Engleman Road to North Road, which has segments within both the City and County; and

WHEREAS, such agreement is now being amended to allow improvements to Shady Bend Road between Capital Avenue and Airport Road, which has segments within the Grand Island City limits and Hall County; and

WHEREAS, it is recommended that Amendment No. 2 to the Inter-local Agreement be entered into with Hall County for sharing in the cost of such work; and

WHEREAS, the City of Grand Island has prepared Amendment No. 2 to the Inter-local Agreement, which has been reviewed by the City's Legal Department and Hall County, for such work to be completed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 to the Inter-local Agreement by and between the City of Grand Island and Hall County, Nebraska for the improvements to Shady Bend Road between Capital Avenue and Airport Road is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| May 4, 2018 | ▣ City Attorney |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-15

**#2018-130 - Approving Temporary Construction Easement for
13th Street Paving Improvements; Project No. 2018-P-1 (Leiser)**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 8, 2018

Subject: Approving Temporary Construction Easement for 13th Street Paving Improvements; Project No. 2018-P-1 (Leiser)

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

Background

Roadway improvements along 13th Street from Moores Creek to North Road, as well as intersection improvements at 13th Street and North Road are planned consisting of a three lane curb and gutter roadway section with associated sidewalk and other miscellaneous improvements, including drainage improvements to the 13th and North Road intersection.

A Temporary Construction easement is needed to accommodate the construction activities for 13th Street Paving Improvements; Project No. 2018-P-1, which must be approved by City Council. The temporary construction easement will allow for the roadway improvements to this area.

A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement is needed from one (1) property owner for 13th Street Paving Improvements; Project No. 2018-P-1 to be constructed.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement.

| <i>Property Owner</i> | <i>Legal Description</i> | <i>Amount</i> |
|---|---|----------------------|
| Floyd D. Leiser, Jr. and Helen J. Young and David R. Young and Farren B. Johnson and Dorothy A. Johnson Joint Trust Agreement dated October 3, 2001 | West One-Half of the Northwest Quarter of Section 13, Township 11 North, Range 10 West of the Sixth Principal Meridian in Hall County, Nebraska, and more particularly described as follows: <i>Referring to the Northwest Corner of Said West One-Half, Thence</i> | \$ 822.45 |

| | | |
|---|---|--|
| and Leiser Trust dated November 16, 2012 | <i>N89°05'09"E (assumed bearing) on the North line of said West One-Half, 33.28 feet; thence S00°54'51"E, 33.00 feet to a point at the intersection of the South right-of-way of 13th Street and the East right-of-way of North Road; thence S01°24'11"E on said East right-of-way of North Road, 94.26 feet to the point of beginning; thence N32°22'25"E, 40.68 feet; thence S13°15'51"W, 30.08 feet; thence S01°24'11"E, 200.00 feet; thence S88°35'49"W, 15.00 feet to a point on said East right-of-way; thence N01°24'11"W on said East right-of-way, 195.29 feet to the point of beginning. Containing an area of 3,164.94 square feet (0.073 acres), more or less.</i> | |
|---|---|--|

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for 13th Street Paving Improvements; Project No. 2018-P-1, in the amount of \$822.45.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2018-130

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in 13th Street Paving Improvements; Project No. 2018-P-1 project area:

Floyd D. Leiser, Jr. and Helen J. Young and David R. Young and Farren B. Johnson and Dorothy A. Johnson Joint Trust Agreement dated October 3, 2001 and Leiser Trust dated November 16, 2012– \$822.45

Rreal estate located in the West One-Half of the Northwest Quarter of Section 13, Township 11 North, Range 10 West of the Sixth Principal Meridian in Hall County, Nebraska, and more particularly described as follows:

Referring to the Northwest Corner of Said West One-Half, Thence N89°05'09"E (assumed bearing) on the NRoTh line of said West One-Half, 33.28 feet; thence S00°54'51"E, 33.00 feet to a point at the intersection of the South right-of-way of 13th Street and the East right-of-way of North Road; thence S01°24'11"E on said East right-of-way of North Road, 94.26 feet to the point of beginning; thence N32°22'25"E, 40.68 feet; thence S13°15'51"W, 30.08 feet; thence S01°24'11"E, 200.00 feet; thence S88°35'49"W, 15.00 feet to a point on said East right-of-way; thence N01°24'11"W on said East right-of-way, 195.29 feet to the point of beginning. Containing an area of 3,164.94 square feet (0.073 acres), more or less.

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owner for the Temporary Construction easement on the above described tract of land, in the total amount of \$822.45.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

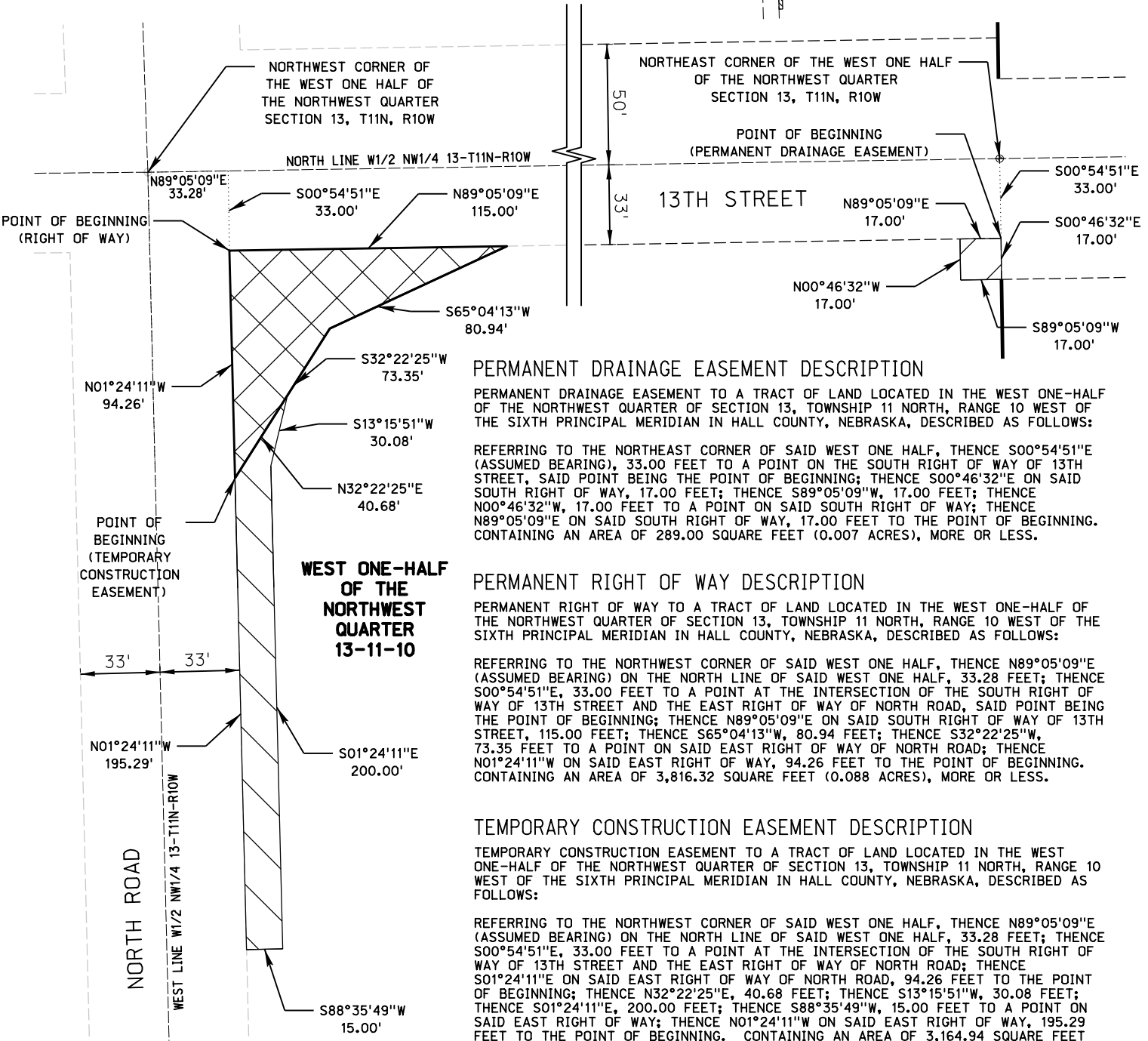
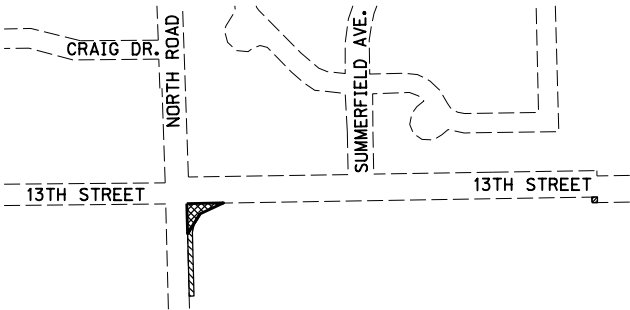
| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| May 4, 2018 | ☐ City Attorney |

TEMPORARY CONSTRUCTION EASEMENT
/ PERMANENT DRAINAGE EASEMENT
/ NEW RIGHT OF WAY EXHIBIT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LOCATION MAP
NOT TO SCALE

LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- TEMP. EASEMENT AREA
- RIGHT OF WAY AREA
- PERM. EASEMENT AREA



PERMANENT DRAINAGE EASEMENT DESCRIPTION

PERMANENT DRAINAGE EASEMENT TO A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID WEST ONE HALF, THENCE S00°54'51"E (ASSUMED BEARING), 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 13TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S00°46'32"E ON SAID SOUTH RIGHT OF WAY, 17.00 FEET; THENCE S89°05'09"W, 17.00 FEET; THENCE N00°46'32"W, 17.00 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY; THENCE N89°05'09"E ON SAID SOUTH RIGHT OF WAY, 17.00 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 289.00 SQUARE FEET (0.007 ACRES), MORE OR LESS.

PERMANENT RIGHT OF WAY DESCRIPTION

PERMANENT RIGHT OF WAY TO A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID WEST ONE HALF, THENCE N89°05'09"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID WEST ONE HALF, 33.28 FEET; THENCE S00°54'51"E, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF 13TH STREET AND THE EAST RIGHT OF WAY OF NORTH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°05'09"E ON SAID SOUTH RIGHT OF WAY OF 13TH STREET, 115.00 FEET; THENCE S65°04'13"W, 80.94 FEET; THENCE S32°22'25"W, 73.35 FEET TO A POINT ON SAID EAST RIGHT OF WAY OF NORTH ROAD; THENCE N01°24'11"W ON SAID EAST RIGHT OF WAY, 94.26 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3,816.32 SQUARE FEET (0.088 ACRES), MORE OR LESS.

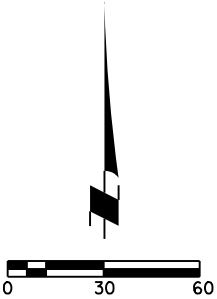
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT TO A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID WEST ONE HALF, THENCE N89°05'09"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID WEST ONE HALF, 33.28 FEET; THENCE S00°54'51"E, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF 13TH STREET AND THE EAST RIGHT OF WAY OF NORTH ROAD; THENCE S01°24'11"E ON SAID EAST RIGHT OF WAY OF NORTH ROAD, 94.26 FEET TO THE POINT OF BEGINNING; THENCE N32°22'25"E, 40.68 FEET; THENCE S13°15'51"W, 30.08 FEET; THENCE S01°24'11"E, 200.00 FEET; THENCE S88°35'49"W, 15.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY; THENCE N01°24'11"W ON SAID EAST RIGHT OF WAY, 195.29 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3,164.94 SQUARE FEET (0.073 ACRES), MORE OR LESS.

CERTIFICATION

I, CORY L. REINKE, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 5TH, 2018. I FURTHER CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL DISTANCES SHOWN ARE REPRESENTED IN FEET AND DECIMALS OF A FOOT.



| | | | |
|---------|-----------------------|--|--|
| EXHIBIT | PROJECT NO: III672.00 | 13TH STREET ROADWAY IMPROVEMENT NO. 2018-P-I GRAND ISLAND, NEBRASKA | benesch engineers - scientists - planners |
| I | DRAWN BY: CLR | | |
| | DATE: JAN. 2018 | | |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-16

#2018-131 - Approving Acquisition of Public Right-of-Way at 3993 West 13th Street (Leiser)

This item relates to the aforementioned Public Hearing item E-7.

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

RESOLUTION 2018-131

WHEREAS, public right-of-way is required by the City of Grand Island, from Floyd D. Leiser, Jr. and Helen J. Young and David R. Young and Farren B . Johnson and Dorothy A. Johnson Joint Trust Agreement dated October 3, 2001 and Leiser Trust dated November 16, 2012 at 3993 W 13th Street, Grand Island, Hall County, Nebraska and more particularly described as follows:

Floyd D. Leiser, Jr. and Helen J. Young and David R. Young and Farren B . Johnson and Dorothy A. Johnson Joint Trust Agreement dated October 3, 2001 and Leiser Trust dated November 16, 2012--\$4,961.22

West One-Half of the Northwest Quarter of Section 13, Township 11 North, Range 10 West of the Sixth Principal Meridian in Hall County, Nebraska, described as follows:

REFERRING TO THE NORTHWEST CORNER OF SAID WEST ONE-HALF, THENCE N89°05'09"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID WEST ONE-HALF, 33.28 FEET; THENCE S00°54'51"E, 33.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF 13TH STREET AND THE EAST RIGHT-OF-WAY OF NORTH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°05'09"E ON SAID SOUTH RIGHT-OF-WAY OF 13TH STREET, 115.00 FEET; THENCE S65°04'13"W, 80.94 FEET; THENCE S32°22'25"W, 73.35 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY OF NORTH ROAD; THENCE N01°24'11"W ON SAID EAST RIGHT-OF-WAY, 94.26 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 3,816.32 SQUARE FEET (0.088 ACRES), MORE OR LESS.

WHEREAS, an Agreement for the public right-of-way has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public right-of-way on the above described tract of land, in the amount of \$4,961.22.

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, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

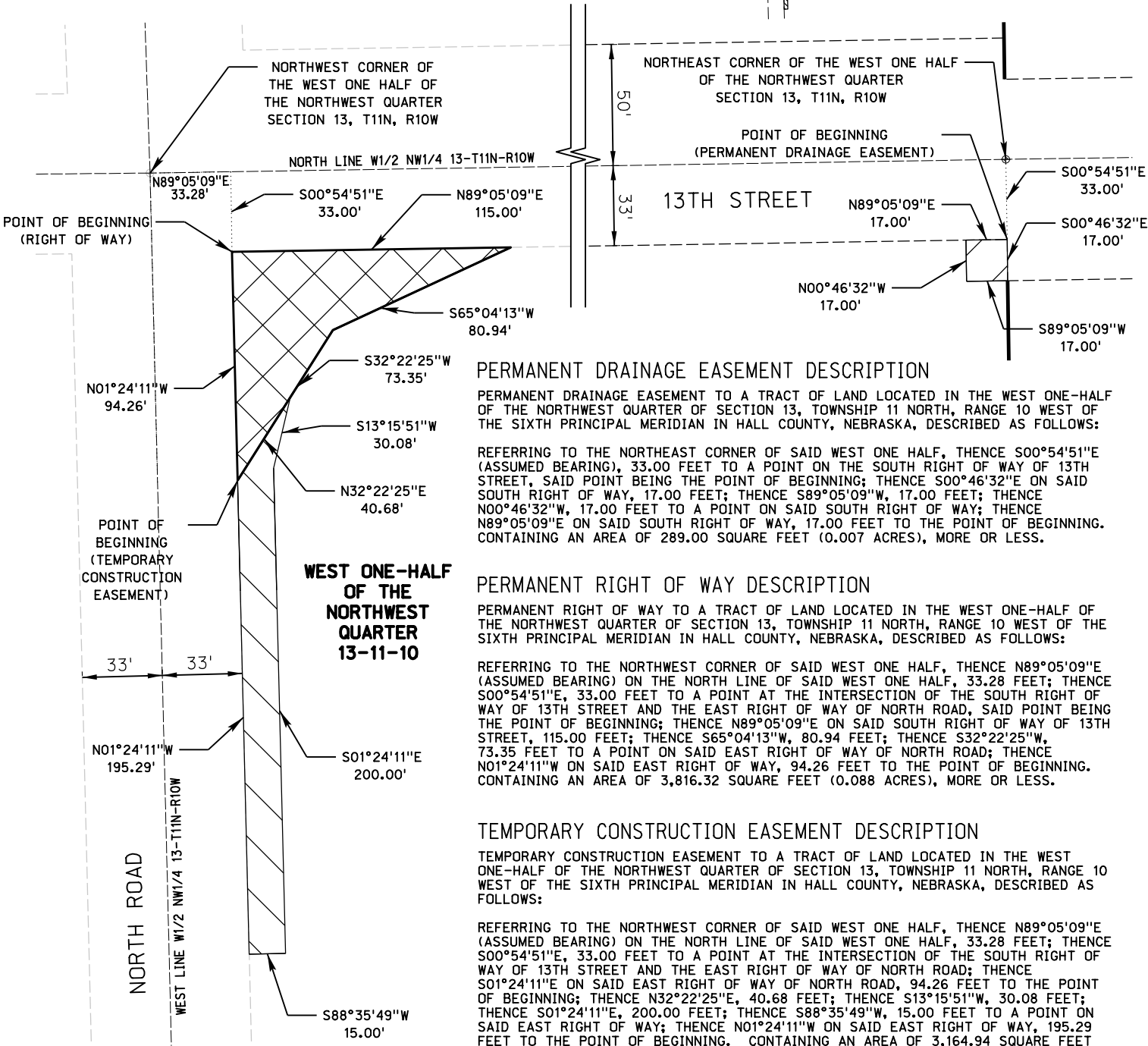
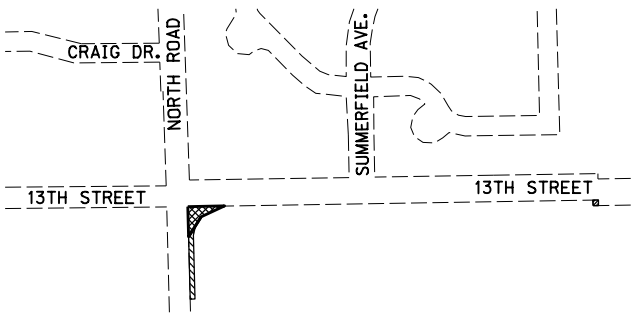
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| Approved as to Form | ☐ _____ |
| May 4, 2018 | ☐ City Attorney |

TEMPORARY CONSTRUCTION EASEMENT
/ PERMANENT DRAINAGE EASEMENT
/ NEW RIGHT OF WAY EXHIBIT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LOCATION MAP
NOT TO SCALE

LEGEND

- RIGHT OF WAY LINE
- SECTION LINE
- TEMP. EASEMENT AREA
- RIGHT OF WAY AREA
- PERM. EASEMENT AREA



PERMANENT DRAINAGE EASEMENT DESCRIPTION

PERMANENT DRAINAGE EASEMENT TO A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID WEST ONE HALF, THENCE S00°54'51"E (ASSUMED BEARING), 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 13TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S00°46'32"E ON SAID SOUTH RIGHT OF WAY, 17.00 FEET; THENCE S89°05'09"W, 17.00 FEET; THENCE N00°46'32"W, 17.00 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY; THENCE N89°05'09"E ON SAID SOUTH RIGHT OF WAY, 17.00 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 289.00 SQUARE FEET (0.007 ACRES), MORE OR LESS.

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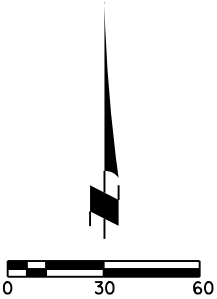
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CERTIFICATION

I, CORY L. REINKE, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON JANUARY 5TH, 2018. I FURTHER CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL DISTANCES SHOWN ARE REPRESENTED IN FEET AND DECIMALS OF A FOOT.



| | | | |
|---------|-----------------------|--|---|
| EXHIBIT | PROJECT NO: III672.00 | 13TH STREET ROADWAY IMPROVEMENT NO. 2018-P-I GRAND ISLAND, NEBRASKA |  |
| I | DRAWN BY: CLR | | |
| | DATE: JAN. 2018 | | |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-17

#2018-132 - Approving Acquisition of Drainage Easement for 13th Street Paving Improvements; Project No. 2018-P-1 (Leiser)

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

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

RESOLUTION 2018-132

WHEREAS, a permanent drainage easement is required by the City of Grand Island, from an affected property owner in 13th Street Paving Improvements; Project No. 2018-P-1 project area:

Floyd D. Leiser, Jr. and Helen J. Young and David R. Young and Farren B. Johnson and Dorothy A. Johnson Joint Trust Agreement dated October 3, 2001 and Leiser Trust dated November 16, 2012– \$187.85

West One-Half of the Northwest Quarter of Section 13, Township 11 North, Range 10 West of the Sixth Principal Meridian in Hall County, Nebraska, described as follows:

REFERRING TO THE NORTHEAST CORNER OF SAID WEST ONE-HALF, THENCE S00°54'51"E (ASSUMED BEARING), 33.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF 13TH STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S00°46'32"E ON SAID SOUTH RIGHT-OF-WAY, 17.00 FEET; THENCE S89°05'09"W, 17.00 FEET; THENCE N00°46'32"W, 17.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY; THENCE N89°05'09"E ON SAID SOUTH RIGHT-OF-WAY, 17.00 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 289.00 SQUARE FEET (0.007 ACRES), MORE OR LESS.

WHEREAS, an Agreement for the permanent drainage easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the permanent drainage easement on the above described tract of land.

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, May 8, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

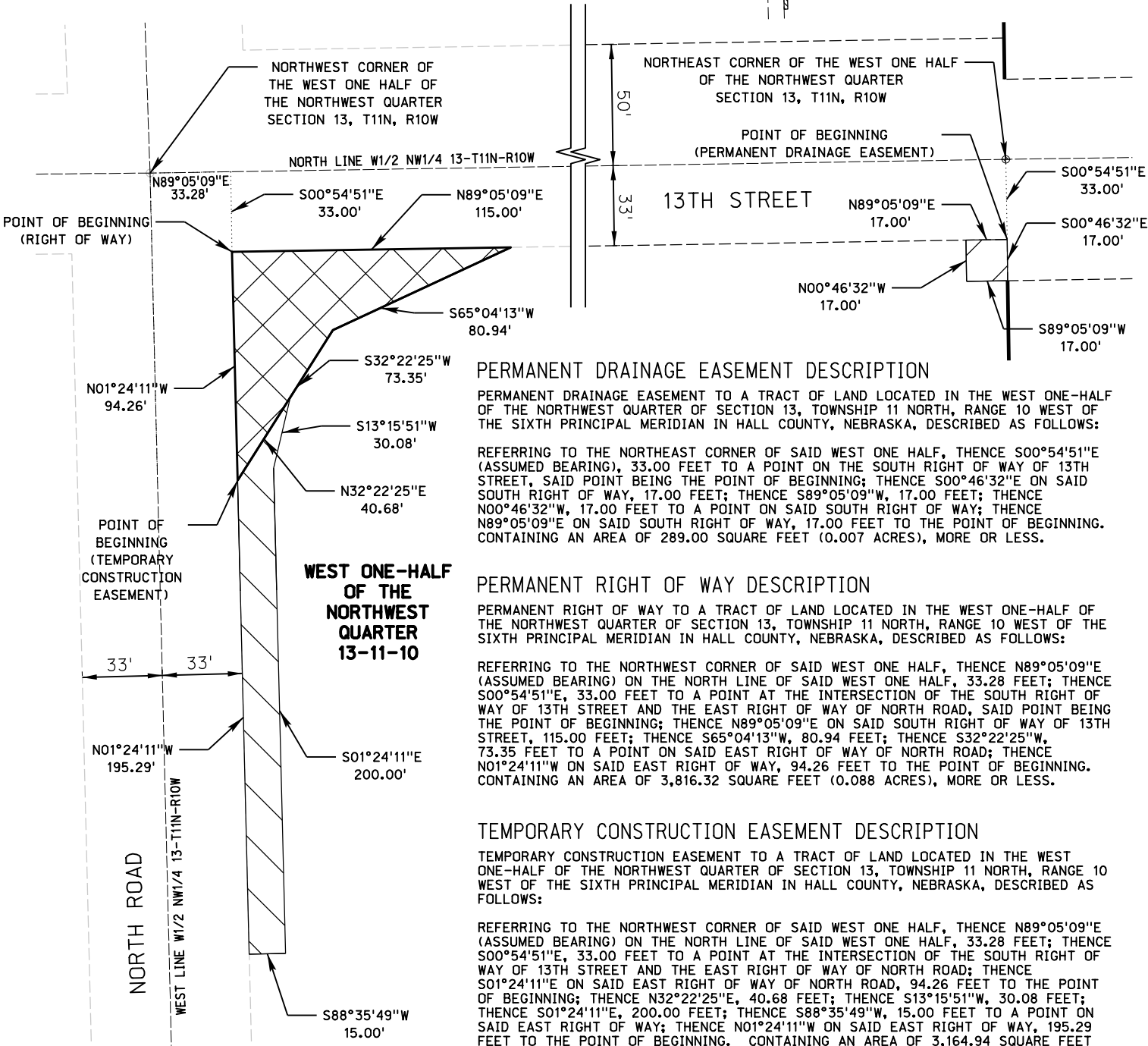
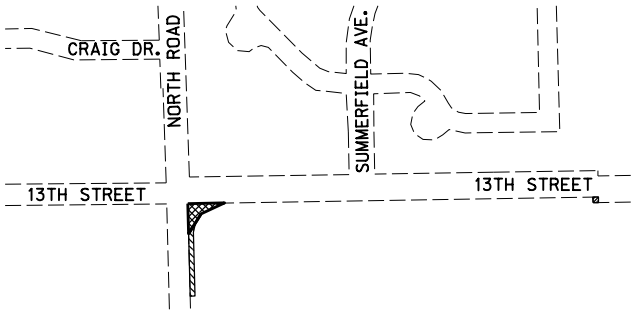
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| Approved as to Form | ▣ _____ |
| May 4, 2018 | ▣ City Attorney |

TEMPORARY CONSTRUCTION EASEMENT
/ PERMANENT DRAINAGE EASEMENT
/ NEW RIGHT OF WAY EXHIBIT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LOCATION MAP
NOT TO SCALE

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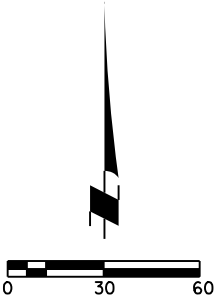
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| I | DRAWN BY: CLR | | |
| | DATE: JAN. 2018 | | |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item G-18

#2018-133 - Approving Addendum to the Labor Contract between the City of Grand Island and the IBEW Local 1597 Utilities Department Bargaining Unit

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: May 8, 2018

Subject: Consideration of Approving Addendum to the Labor Contract between the City of Grand Island and the IBEW Local 1597 (Utilities Department) Bargaining Unit

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City of Grand Island maintains a labor agreement with the IBEW Local 1597 (Utilities Department) Bargaining Unit. The current labor contract is effective October 1, 2017 through September 30, 2020. Changes to the labor agreement require Council approval.

Discussion

The proposed change to the labor contract amends Article V, Paragraph B entitled “Accrual and Use” by deleting the following: “The amount of medical leave granted for necessary care of a sick member of any employee’s immediate family or household shall not exceed thirty work days in any 12 month period.”

The purpose of the change is to allow employees to continue to care for an immediate family member should care need to extend beyond 30 days. Once the 30 days has expired under the current conditions, the employee must; return to work, use vacation or go on leave without pay. However, in many instances, the employee still has a medical leave bank available. The proposed change would allow the employee to continue to draw down the medical leave bank.

Please find attached the proposed First Addendum to the Labor Contract between the City of Grand Island and the IBEW Local 1597 (Utilities Department) Bargaining Unit. The remaining terms of the labor contract will remain unchanged for the duration of the contract.

Alternatives

It appears 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

The City Administration recommends approval of the First Addendum to the Labor Contract between the City of Grand Island and the IBEW Local 1597 (Utilities Department) Bargaining Unit .

Sample Motion

Move to approve first addendum of the labor contract between the City of Grand Island and the IBEW Local 1597 (Utilities Department) Bargaining Unit.

FIRST ADDENDUM TO THE LABOR CONTRACT BETWEEN THE CITY OF GRAND
ISLAND AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1597 UTILITIES DEPARTMENT BARGAINING UNIT

This Addendum to the Labor Contract between the City of Grand Island and the International Brotherhood of Electrical Workers Local 1597 Utilities Department Bargaining Unit sets forth terms and conditions agreed to by the parties as follows:

I.

This Addendum applies only to the aforementioned Agreement between the parties that is presently in effect from October 1, 2017 to September 30, 2020.

II.

This Addendum hereby amends Article V, Paragraph B entitled "Accrual and Use" of the aforementioned Agreement by deleting the following: "The amount of medical leave granted for necessary care of a sick member of any employee's immediate family or household shall not exceed thirty work days in any 12 month period."

III.

Any other changes to the terms of the aforementioned Agreement will take the form of separate written Addenda agreed to by the parties.

Witness Our Hands:

THE CITY OF GRAND ISLAND

Date

By _____
Jeremy L. Jensen, Mayor

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 1597

Date

By Larry Grin
Larry Grin, President

RESOLUTION 2018-133

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City Of Grand Island is represented by the Internal Brotherhood of Electrical Workers (IBEW) Local 1597; and

WHEREAS, representatives of the City and IBEW, Local 1597 met to negotiate a first labor addendum; and

WHEREAS, the first labor addendum amends Article V, Paragraph B entitled “Accrual and Use” by deleting the following: “The amount of medical leave granted for necessary care of a sick member of any employee’s immediate family or household shall not exceed thirty working days in any 12 month period”; and

WHEREAS, the City reached an agreement with the IBEW and the agreement has been presented to City Council for approval,

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 First Labor Addendum by and between the City Of Grand Island and the Internal Brotherhood of Electrical Workers (IBEW) Local 1597 for the period of May 8, 2018 through September 30, 2020.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018.

Jeremy L. Jensen, Mayor

ATTEST:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| May 4, 2018 | ☐ City Attorney |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item I-1

#2018-134 - Approving Agreement with Five Points Bank for Banking Services

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: Marlan Ferguson, City Administrator

Meeting: May 8, 2018

Subject: Consideration of Approving Five Points Bank as the Primary Financial Institution for Banking Services

Presenter(s): William Clingman, Interim Finance Director

Background

On April 5, 2018 the City advertised an RFP for Banking Services. On April 24, 2018 this RFP closed and 7 banks submitted proposals. Staff from the Finance Department, the City Administrator and the Utilities Director heard presentations from the banks selected as finalists.

Discussion

The City of Grand Island has utilized our current bank for at least the last decade and because it has not been formally evaluated for such a long time, an RFP was issued for banking services. In their RFP Five Points Bank offered their services at no cost to the City of Grand Island and they will pay interest on any amount the City maintains on deposit with them, with regular evaluation of this interest rate beginning at the end of 2019. These two primary drivers led to the selection of Five Points Bank. The estimated impact of the change to Five Points Bank will be at least a net gain of \$850,000 on an annual basis to the total City of Grand Island cash balance.

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 City Council approve the resolution to establish banking services with Five Points Bank.

Sample Motion

Move to approve the resolution to establish banking services with Five Points Bank.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
BANKING SERVICES**

RFP DUE DATE: April 24, 2018 at 4:00 p.m.

DEPARTMENT: Finance

PUBLICATION DATE: April 5, 2018

NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

Five Points Bank
Grand Island, NE

Great Western Bank
North Platte, NE

First National Bank
Grand Island, NE

Bank of the West
Omaha, NE

Union Bank & Trust Company
Lincoln, NE

Wells Fargo
Greenwood Village, CO

Equitable Bank
Grand Island, NE

cc: Marlan Ferguson, City Administrator
William Clingman, Assist. Finance Director

Stacy Nonhof, Purchasing Agent

P2046



CASH MANAGEMENT MASTER AGREEMENT

Tax ID:

1. Introduction. Five Points Bank offers a variety of cash management services to our customers. Throughout this Cash Management Master Agreement (the "Master Agreement"): (a) Five Points Bank is referred to as "we," "us" or "our," (b) the cash management services we offer are referred to as the "Services," and (c) the person or entity signing this Master Agreement and using one or more of the Services is referred to as "you" or "your." In addition to terms defined throughout the Agreement, capitalized terms used in this Master Agreement have the meanings given to them in Section 17.

When you sign this Master Agreement and each time you use a Service you are agreeing to be bound by the terms and conditions of the Agreement. The Agreement is a legally binding contract that can only be changed as provided in this Master Agreement.

2. Our Provision of the Services.

(a) Generally. We will provide the Services in accordance with the terms and conditions of the Agreement. We may introduce new Services or new features of existing Services from time to time. We will use commercially reasonable efforts to notify you of the availability of such new Services or new features, but are not liable for failing to do so.

(b) No Extension of Credit; Overdrafts; Security Interest; Setoff and Other Rights.

(1) We are not obligated to pay any Item in excess of your Available Funds and may dishonor any Item contributing to that excess. If we elect to pay one or more Items in excess of your Available Funds and create an overdraft in the applicable Designated Account, doing so does not obligate us to permit future overdrafts in any Designated Account.

(2) You will reimburse us immediately and without notice or demand for: (A) the full amount of each overdraft; (B) all overdraft fees and charges we may impose from time to time; (C) interest on the outstanding amount of each overdraft at the rate we may impose from time to time for the day such overdraft is created and for each following day until it has been repaid in full; and (D) all Losses we incur in collecting that overdraft and any fees, charges or interest relating to it. We may apply negative earnings credits on the outstanding amount of any overdraft or other shortfall in connection with any analysis of a Designated Account instead of charging you interest on that amount.

(3) You grant us a security interest in each current and future Designated Account and each other current and future account you maintain with us (along with the funds in each such Designated Account and each such other account) to secure payment and performance of all of your current and future obligations to us, whether under the Agreement or another agreement you have with us and whether relating to the Services or not.

(4) In addition to all other rights and remedies available to us, we may: (A) set off the unpaid balance of any overdraft or other amount you owe us in connection with the Services against any debt we owe you, whether collected or in the process of collection, or in a Designated Account or any other account you maintain with us; and (B) if applicable, enforce our interests in any collateral we hold to secure

any of your indebtedness or other obligations under the Agreement or another agreement you have with us, whether or not matured or liquidated.

(c) Transaction Limits. We may establish and change limits on the amount or number of your Transactions in order to manage the credit exposure and others risks resulting from providing the Services to you.

(d) Our Right to Suspend Service and to Delay or Refuse to Process Items. In certain circumstances, we may suspend your use of the Services and access to our System or refuse to process, delay processing or impose a fee for processing an Item. Such circumstances include those in which we believe that the Item: (1) does not comply with the Agreement; (2) is not complete, correct, accurate or timely; (3) is greater in frequency or number than is permitted for a Designated Account or Service; (4) is for an amount that is less than the minimum amount permitted for a Designated Account or Service; (5) relates to a Designated Account that has been closed or exceeds the amount of Available Funds in that Designated Account (or would reduce the balance of the Available Funds in that Designated Account below any required minimum balance); (6) is not genuine, conflicts with another Item or relates to funds or a Designated Account over which there is a dispute or that are subject to legal process, a hold or another restriction on withdrawal; (7) results from a breach in the confidentiality of a Security Procedure or Credentials or relates to a Designated Account or Service that we suspect is being used for, or is the target of, fraudulent or illegal activity; or (8) violates Applicable Law or might cause us to violate Applicable Law or otherwise expose us to liability or other risks that are unacceptable to us. Our rights under this Section 2(d) do not impose an obligation on us to detect or notify you of any such circumstances.

3. Your use of the Services and our System.

(a) Available Funds. You will maintain sufficient Available Funds in the applicable Designated Account to cover all Items.

(b) Permitted Usage. You will use the Services and access our System only: (1) for the purposes and in the manner contemplated by the Agreement; and (2) in accordance with the terms and conditions of the Agreement.

(c) No Consumer Usage. You will use the Services and access our System only for your own business, commercial or agricultural purposes (and not for any personal, family or household purposes).

(d) No Third-Party Usage. You will not: (1) license, rent, host, time-share, market, resell, distribute, or provide the Services or our System (either alone or bundled or associated with any other service or technology) to any third party; or (2) use the Services or access our System for the benefit, or on behalf, of any third party.

(e) Compliance with Applicable Law. You will not use the Services or access our System to, or in a manner that would, violate Applicable Law. In addition, you will not use the Services or access our System: (1) to engage in, or to make or receive payments with respect to, any Internet or online gambling transactions, even if legal in a particular jurisdiction; or (2) to engage in any activity that would result

in you being or becoming a "money services business" as defined in 12 C.F.R. § 1010.100 or a "money transmitter" or an entity with a similar designation under any Applicable Law, even if you have made all required registrations and obtained all necessary permits or licenses required for such designation.

(f) Required Internal Controls. You will ensure that your Authorized Users only use the Services and access our System for the purposes contemplated by the Agreement.

(g) Terms of Use for our System; Online Services. If you access a Service through our System, your use of our System is subject to the terms of use that appear on, or apply to, our System from time to time. An Authorized User that accesses our System may be required to accept those terms of use as a part of the log on process. Our System and certain Services allow you to electronically access information concerning a Designated Account, give us instructions regarding a Designated Account and Transactions, and transmit and receive data files to or from us. We can also use our System and certain Services to electronically provide you reports, confirmations, statements and other information regarding a Designated Account and Transactions. If our System or those Services are not available or you are unable to access our System or those Services, you will use another method (such as written instructions) to access a Designated Account or use the Services.

(h) Cooperation. You will cooperate with us and will take all actions, provide all information and execute all documents and instruments we may reasonably request in conjunction with the Agreement or the Services.

(i) Financial and other information. You will give us all financial information and statements, details of your direct and beneficial ownership and management and such other documentation and information as we may reasonably request to enable us to evaluate our exposure or risk in providing the Services as contemplated by Section 2(c) or to comply with Applicable Law.

(j) Obligation to Pay. You are obligated to pay or reimburse us for: (1) all of your Transactions; (2) all amounts we are obligated to pay a third party in connection with your Transactions; and (3) all of your other obligations relating to the Agreement, the Services or our System (including fees, taxes, and expenses as provided in Section 5). We may debit any Designated Account (and any other accounts you maintain with us) to collect any of those amounts.

4. Requesting New Services and Changes to Existing Services.

(a) New Services. You may request a new Service (including the initial Services to be provided under the Agreement) from us at any time during the term of the Agreement. We are not obligated to honor any such request and may decline to provide the requested Service to you for any reason or no reason. If we elect to provide the requested Service to you, we will send or make available to you: (1) a Service Schedule for the requested Service; (2) a Service Setup Form designating the requested Service; and (3) the Service Documentation for the requested Service. You may not use the requested Service until: (A) you have signed (or otherwise authenticated in a manner acceptable to us) and returned to us (i) the Service Setup Form designating the requested Service and (ii) all other documents we may require as a condition to providing the requested Service; (B) you have provided all information we request regarding, and completed all required training and testing for, the requested Service; and (C) we have notified you that we have completed our implementation of your setup for the requested Service. If you use or attempt to use the

requested Service before satisfying all of those conditions: (i) you will be bound by all the terms of the Agreement for the requested Service with respect to that use or attempted use; (ii) you will indemnify and hold us harmless from and against all Claims and Losses that relate in any way to that use or attempted use; and (iii) we may block any future use of the requested Service.

(b) Changes to Existing Services.

(1) You may request that we change our implementation of your setup for an existing Service at any time during the term of the Agreement. We are not obligated to honor any such request and may decline to implement the requested change for any reason or no reason. If we elect to implement the requested change, we will send or make available to you a Service Setup Form reflecting certain details of your setup for the relevant Service after giving effect to the requested change. The requested change will not take effect until: (A) you have signed (or otherwise authenticated in a manner acceptable to us) and returned to us (i) that Service Setup Form and (ii) all other documents we may require as a condition to implementing the requested change; (B) you have provided all information we request regarding, and completed all required training and testing for, the requested change; and (C) we have notified you that we have completed our implementation of the requested change.

(2) We will implement changes to your setup for a Service on an "incremental" basis or a "complete replacement" basis, as reflected in a Service Setup Form. If a change to your setup for a Service is implemented on an incremental basis, the information reflected in the new Service Setup Form supplements, but (except for information reflected in the new Service Setup Form as deleting or modifying existing information) does not replace, the information in your other Service Setup Forms for that Service. If a change to your setup for a Service is implemented on a complete replacement basis, the information in the new Service Setup Form completely replaces the information in all Service Setup Forms you have previously given us for that Service.

5. Fees and Taxes. You will pay us all fees that we disclose to you for any of the Services that you use. We may change or add new fees for Services from time to time. If you continue to use the Services after the change becomes effective, you are obligated to pay the new fees. In addition, you will pay any taxes (other than taxes based on our net income) relating to the Services that you use and will pay any out-of-pocket expenses we incur in performing the Services for you, including any communication, access, transmission and data processing charges. We may collect any fees, taxes or expenses by debiting any Designated Account, offsetting those amounts against any earnings credits relating to any analysis of any Designated Account, or other applicable method. We may charge interest on any amounts that are not paid within 30 calendar days of the due date. We will apply all debits, credits and payments first to unpaid interest and then to fees, taxes and expenses in the order in which they were due. If you fail to pay any amount that you owe us under the Agreement, we may cancel or suspend the performance of any further Services for you. Except: (a) as may be compelled by legal process; or (b) with our prior written consent (which consent will not be unreasonably withheld, conditioned, or delayed), you will not disclose any fees or charges in connection with the Agreement to any person other than your employees who require such information in the ordinary course of their employment and other persons whose assigned duties reasonably require that such disclosure be made. Your fees may differ from those of other customers with the

same type of Services, based on our assessment of your overall relationship with us.

6. Your Hardware, Software and Telecommunications Links.

(a) Service Specific Requirements. Use of the Services and access to our System may require you to have certain equipment, telecommunications links and software. Except as specifically set forth in the Service Schedule for a particular Service, you will obtain, install, operate and maintain (all at your sole cost and expense) all required equipment, telecommunications links and software (other than software we license or sublicense to you in connection with certain of the Services as provided in Section 7).

(b) Minimum Requirements and Compatibility. You will ensure that all equipment, telecommunications links and software you use in connection with the Services and our System meets or exceeds the minimum specifications we establish from time to time and is compatible with our System and the equipment, telecommunications links and software we use in providing the Services. We have no responsibility if any equipment, telecommunications links or software you use: (1) is defective or malfunctions; (2) is infected with any virus, Trojan or other malware (including any keystroke logger or spyware); (3) does not meet the minimum specifications we establish from time to time; or (4) is not compatible with our System or the equipment, telecommunications links and software we use in providing the Services. In that regard, we may change our System and the equipment, telecommunications links and software we use in providing the Services at any time.

(c) Updates, Patches. You will apply all firmware and software patches and updates to your equipment, telecommunications links and software in a timely manner and will install and use up-to-date and commercially reasonable security, antivirus, anti-spyware, anti-malware, firewall and intrusion detection software on any computer or device used in connection with the Services or our System. You will not use any equipment, telecommunications links or software in connection with any Service or our System for which the manufacturer or supplier no longer provides security patches or updates.

(d) Your Security Obligations and Notice of Breaches. You are solely responsible for the security of all computer and other systems you use in connection with the Services and our System and for backing up any data and information stored in those computer and other systems. You will adopt and enforce a commercially reasonable security program that is: (1) tailored to your computer and other systems used in connection with the Services or our System; and (2) designed to protect against unauthorized physical, electronic and other access to those computer and other systems. You will review and update your security program on a periodic basis as appropriate for your circumstances. You will: (A) promptly notify us of any actual or suspected unauthorized access to your computer or other systems that are used in connection with the Services or our System; (B) promptly take steps to prevent any further unauthorized access; and (C) promptly provide us with status updates and other information we reasonably request regarding the unauthorized access and its resolution. We may suspend your access to the Services and our System until you have addressed the unauthorized access and its causes to our reasonable satisfaction. Our decision to maintain or reinstate your access to the Services or our System is not a verification that the causes of the unauthorized access have been remediated and you are solely responsible for fully implementing that remediation.

7. Software Provided as Part of the Services.

(a) Licensing and Ownership. Certain Services and access to our System may require software that we will license or sublicense to you. All such software is and remains our property (or, in the case of a sublicense, our licensor's property).

(b) Nonexclusive License or Sublicense. Your rights in any such software (and any related user manuals or other materials) are limited to a nonexclusive license or sublicense to use it solely in connection with use of the Services or access to our System for your internal business purposes. You will not transfer or assign any of your rights with respect to any such license or sublicense, and that license or sublicense will be revoked automatically if this Master Agreement or the Service Schedule relating to the Service for which use of the software is necessary is terminated. If any such license or sublicense is revoked, you must immediately stop using the relevant software and promptly return it and all related user manuals and other materials (and any copies or extracts) to us.

(c) Restrictions on Use. You will not: (1) sublicense, sell, lease, distribute or (except with respect to your Authorized Users who have a need to access any such software in connection with your use of the Services or access to our System) provide access to any such software or any related user manuals or other materials to any third party; (2) use any such software in a service bureau, time-sharing, outsourcing or similar arrangement; (3) use any such software (or any related user manuals or other materials) in any manner that is not expressly permitted by the Agreement; (4) modify, decompile, reverse engineer, disassemble or create derivative works from any such software (or any related user manuals or other materials); (5) except as necessary for reasonable back up purposes, copy all or part of any such software (or any related user manuals or other materials); or (6) take any actions or engage in any conduct that violates our rights (or, in the case of a sublicense, those of our licensor) with respect to any such software (or any related user manuals or other materials).

(d) Consent to Injunction. Any actual or threatened breach of this Section 7 will cause immediate irreparable injury to us (or, in the case of a sublicense, to us and our licensor). As a result, injunctive relief (including preliminary injunctive relief and specific performance) should be awarded as appropriate to remedy such breach, without limiting our right (or, in the case of a sublicense, our or our licensor's right) to any other remedies available with respect to such breach. This subsection 7(d) will survive the termination of the Agreement.

8. Security Procedures.

(a) General. We use a variety of Security Procedures in connection with the Services and our System. The Security Procedures vary by Service and use various Credentials as set forth in the applicable Service Schedules. You will comply with the applicable Security Procedures when using the Services or accessing our System. In addition to the Security Procedures set forth in the applicable Service Schedules, we may from time to time employ various analytical tools and procedures that are designed to assist us in identifying suspicious behavior and potentially unauthorized instructions and communications. Our use of those tools and procedures constitute part of the Security Procedures, even if the specific tools and procedures we use have not been disclosed to you. If, based on those tools and procedures or for any other reason, we suspect an instruction or communication may be unauthorized, we may seek additional confirmation of the authenticity of that instruction or communication even if that instruction or communication otherwise satisfies the Security Procedures set forth in the applicable Service Schedules.

(b) Purpose of the Security Procedures. The Security Procedures are designed to verify the authenticity of instructions and communications we receive and to control access to information and our System. The Security Procedures are not designed to detect errors in the transmission or content of any such instructions or communications, and you are solely responsible for any such errors (including any duplicate instructions or communications and any resulting duplicate Items).

(c) Commercial Reasonableness of the Security Procedures. You acknowledge that the Security Procedures for each Service are a commercially reasonable method of providing security against unauthorized instructions and communications.

(d) Reliance on the Security Procedures; Agreement to be Bound. We may rely on the Security Procedures in controlling access to information and our System and in determining whether instructions and other communications we receive in your name or the name of an Authorized User are authentic. We may refuse to accept any instruction or communication if: (1) it was not given or cannot be verified in compliance with the applicable Security Procedure; (2) we seek, but do not receive, additional confirmation of the authenticity of that instruction or communication satisfactory to us; (3) Invalid Credentials were used in connection with that instruction or communication; or (4) the number of "invalid" attempts we establish from time to time were exceeded in connection with that instruction or communication. You are bound by any instruction or communication we receive in your name or the name of an Authorized User that we accept in good faith and in compliance with the applicable Security Procedure, whether or not you or that Authorized User authorized that instruction or communication. In addition, you are bound by any instruction or communication you or an Authorized User authorized, whether or not we complied with the applicable Security Procedure in accepting that instruction or communication.

(e) Ownership, Confidentiality and Control of the Security Procedures and Credentials. The Security Procedures and Credentials are and will remain our property. You will: (1) keep the Security Procedures and Credentials strictly confidential and take all actions reasonably necessary to prevent unauthorized access to or use of the Security Procedures and Credentials; (2) disclose and provide access to the Security Procedures and Credentials only to your Authorized Users who have a need to know or access them in connection with your use of the Services or access to our System; and (3) ensure that your Authorized Users who have knowledge of or access to the Security Procedures and Credentials do not disclose or provide access to them to anyone (including other Authorized Users). You will recover and return to us any tokens and other physical Credentials in the possession of an Authorized User promptly after the termination of that Authorized User's authority to use the Services or to otherwise possess or use those tokens and other physical Credentials.

(f) Notice of Breach of Security Procedures or Credentials. You will promptly report any actual or suspected breach of the confidentiality of, or unauthorized access to, the Security Procedures or Credentials to us. We may continue to rely on the Security Procedures and Credentials until we have had a reasonable time to act on that notice. You will: (1) promptly take steps to prevent any further breaches or unauthorized access; (2) promptly provide us with status updates and other information we reasonably request regarding the breach or unauthorized access and its resolution; and (3) assist us in determining the source and manner of the breach or unauthorized access (including providing us access to your computer and other systems that were used

in or affected by the breach or unauthorized access and any analysis (or any report of such analysis) of those computer and other systems performed by you, your agents, law enforcement agencies, or any other third party). We may suspend your access to the Services and our System until you have addressed the breach or unauthorized access and its causes to our reasonable satisfaction. Our decision to maintain or reinstate your access to the Services and our System is not a verification that the causes of the breach or unauthorized access have been remediated and you are solely responsible for fully implementing that remediation.

(g) Administration of Credentials; No Sharing or Duplicate Credentials. Unless otherwise provided in a Service Schedule, we will administer and provide all of the Credentials contemplated by the applicable Security Procedures. In such cases, we will either: (1) give the Credentials directly to the applicable Authorized Users; or (2) give the Credentials to an Authorized Representative (or a person designated by an Authorized Representative), who is then responsible for giving the Credentials to the applicable Authorized Users. If a Service Schedule provides that you will self-administer Credentials for your Authorized Users for that Service, we will provide a set of "master" Credentials to a Security Administrator and that Security Administrator is then responsible for creating and providing Credentials (such as usernames and passwords) to the applicable Authorized Users (along with tokens or other physical Credentials we provide) and establishing limits on the authority of those Authorized Users to access and use that Service and our System. You will not permit Authorized Users to share Credentials and will not request (or, in cases where you self-administer Credentials, create) more than one set of Credentials for the same Authorized User.

(h) Responsibility for Responding to Alerts. If we alert you to suspicious instructions or communications, you are solely responsible for acting on that alert, and we may conclusively assume that you have approved such instructions or communications if you fail to respond promptly to any such alert.

9. Authorized Representatives and Authorized Users.

(a) Authorized Representatives. Each Authorized Representative has authority to enter into and amend the Agreement on your behalf. Each Authorized Representative also has authority to take all actions and give all instructions regarding or contemplated by the Agreement on your behalf (including signing and providing instructions regarding this Master Agreement and Service Setup Forms). We may act on any oral or written instruction we believe in good faith was given by an Authorized Representative (including instructions sent by facsimile, e-mail or other electronic method), but may require written confirmation of any oral instruction or oral confirmation of any written instruction. An Authorized Representative does not have the authority to give instructions regarding, access information through or otherwise use the Services or our System on your behalf unless that Authorized Representative is also an Authorized User.

(b) Authorized Users. Each Authorized User has the authority to give instructions regarding, access information through and otherwise use the Services and our System on your behalf. An Authorized User's authority may be restricted to certain Services, Designated Accounts and Designated Functions, as provided in the applicable Service Setup Forms. Any person presenting or using valid Credentials for a Service that involves the use of such Credentials will be deemed to be an Authorized User with respect to that Service for all purposes of the Agreement, even if that person is not otherwise so designated. We may

act on any oral or written instruction we believe in good faith was given by an Authorized User (including instructions sent by facsimile, e-mail or other electronic method), but may require written confirmation of any oral instruction or oral confirmation of any written instruction. An Authorized User does not have the authority to enter into or amend this Master Agreement, or a Service Setup Form unless that Authorized User is also an Authorized Representative.

(c) Self-Administration. If a Service Schedule provides that you will self-administer the Designated Accounts, Designated Functions or Authorized Users for that Service, your Security Administrator has the authority to identify the Designated Accounts, Designated Functions or Authorized Users for that Service through our System or in another manner acceptable to us.

(d) Your Responsibility for Instructions and Items. You are bound by and responsible for all instructions and communications regarding the Services and our System (and for all resulting Items) given by an Authorized Representative or Authorized User, even if those instructions (or the resulting Items) are fraudulent, unauthorized or otherwise improper.

(e) Termination and Confirmation of Authorized Representatives and Authorized Users.

(1) You will promptly notify us if the authority of an Authorized Representative or Authorized User is terminated. We may follow the instructions of an Authorized Representative or Authorized User until we have received written notice that the authority of that Authorized Representative or Authorized User has been terminated and have had a reasonable time to act on that notice. We may elect to act on an oral notice of termination.

(2) You will promptly provide any documentation and information confirming the authority of an Authorized Representative or Authorized User we reasonably request. We may refuse to follow the instructions of that Authorized Representative or Authorized User until we receive the requested documentation and information.

10. Your Representations and Warranties.

(a) General Representations and Warranties. Each time you use a Service or access our System, you represent and warrant to us that:

(1) Organization, Existence and Good Standing. If you are not a natural person, you are an entity of the type indicated in your signature block to this Master Agreement and are duly organized, validly existing and in good standing under the laws of the jurisdiction in which you are organized;

(2) Power and Authority. You have all necessary power and authority to enter into, and to perform your obligations under, the Agreement;

(3) Organizational Authorizations. If you are not a natural person, all authorizations of your governing body necessary for you to enter into, and to perform your obligations under, the Agreement have been obtained;

(4) Resolutions and Authorizations. All resolutions and other authorizations you have given us are true, accurate and complete in all material respects, each Authorized Representative has the authority to bind you to the Agreement and each Authorized User has the authority to use the Services and our System, access information and give us instructions on your behalf;

(5) Assumed and Fictitious Names. All assumed or fictitious names you use have been duly registered or filed with the applicable Governmental Authorities and have been disclosed to us;

(6) Consents. You have obtained all necessary consents or authorizations necessary for you to enter into, and to perform your obligations under, the Agreement;

(7) Enforceability. The Agreement is binding on, and enforceable against, you in accordance with its terms;

(8) No Conflicts. Neither the Agreement nor your use of the Services or our System violates Applicable Law, any agreement to which you are a party or by which you or your assets are bound or, if you are not a natural person, your organizational documents;

(9) Bankruptcy. You are not bankrupt or insolvent and have not made an assignment for the benefit of creditors or sought the protection of any bankruptcy, insolvency or liquidation proceeding, nor do you have the present intention to do so; and

(10) Dissolution. You have not commenced any dissolution proceedings and no Governmental Authority having jurisdiction over you has served a notice of its intent to suspend or revoke your operations.

(b) Service Specific Representations and Warranties. A Service Schedule may include additional representations and warranties, and you make those additional representations and warranties to us each time you use the Service covered by that Service Schedule.

(c) Notice of Breach. You will promptly notify us if any representation or warranty you make to us is no longer true or accurate in any material respect.

11. Liability and Indemnification.

(a) Your Duty of Care. You must act in good faith and exercise ordinary care in performing your obligations under the Agreement. In addition, you must promptly examine each written or electronic confirmation, report, periodic statement, notice or other document related to the Agreement, the Services, our System or a Designated Account and notify us of any error, omission, discrepancy or other problem reflected in or relating to that confirmation, report, periodic statement, notice or other document within 30 calendar days (or such shorter period of time specified in the Service Schedule for a particular Service) after we send or make it available to you. If you fail to do so, then to the maximum extent permitted by Applicable Law, you will be precluded from asserting that error, omission, discrepancy or other problem against us, and we will be relieved of any liability relating to it. As used in this Section 11(a), "problem" is intended to have the broadest possible meaning and includes any missing, stolen, altered, illegible, counterfeit or unauthorized signature, endorsement or item.

(b) Fraud Detection/Deterrence. Payment system fraud has increased dramatically in recent years due to a number of factors. From time to time we may make certain Services that are designed to detect and/or deter payment system fraud available to you. While no Service will be completely effective, we believe that the Services we offer will reduce the likelihood that fraudulent Items of the type they were designed to detect will occur without being detected. As a result, if you fail to implement any of these Services that we specifically offer to you and an unauthorized, altered, counterfeit, or other fraudulent Item occurs that such Service was designed to detect: (1) you will be deemed to have failed to exercise ordinary care that substantially contributed to the making of that Item; (2) you will be precluded from

asserting any Claims against us with respect to that Item; (3) we will not be required to re-credit any Designated Account or otherwise have any liability for that Item; and (4) you will indemnify and hold us harmless from and against all Claims and Losses relating in any way to that Item, so long as we otherwise satisfied our duty of care with respect to that Item. We also recommend you obtain cyber-insurance that provides coverage for so-called "corporate account takeover" and other computer hacking that could result in unauthorized Transactions.

(c) Our Duty of Care. We are not acting as a fiduciary for you or for your benefit. Our responsibility is limited to complying in all material respects with the Agreement and, to the extent (but only to the extent) required by Applicable Law, acting in good faith and exercising ordinary care. In that regard, the Services have several unique characteristics that relate to our duty of care. For example, most of the Services involve large volumes of Items that are processed in a highly automated environment. The procedures set forth in the Service Schedules and Service Documentation have been designed in light of those characteristics to maximize your ability to use the Services in an efficient manner while minimizing your cost and inconvenience. We will be deemed to have acted in good faith and exercised ordinary care if we substantially comply with those procedures. In addition, we will not be deemed to have failed to act in good faith or exercise ordinary care and will not be liable for any error, delay or failure to perform that is caused by: (1) fire, natural disaster, strike, civil unrest, terrorism or failure of computer or communications facilities; (2) the acts or omissions of any third party (including any Federal Reserve Bank, clearing house or funds transfer system); or (3) any circumstance beyond our reasonable control or for which we do not have responsibility under the Agreement.

(d) Limits on Our Liability. If we fail to satisfy our duty of care, then to the maximum extent permitted by Applicable Law: (1) our liability to you will be limited to your damages that are a direct result of that failure, up to the lesser of (A) the amount of the Transaction to which the error, omission, discrepancy or other problem relates or (B) the amount of the fees that you have paid us for the Service in question for the six months preceding the month in which the failure occurred; and (2) you must bring any Claim against us with respect to any error, omission, discrepancy or other problem within one year after it occurred (in that regard, if the error, omission, discrepancy or other problem is a repetitive one, all such errors, omissions, discrepancies or other problems will be deemed to have occurred on the date of the first such error, omission, discrepancy or other problem).

(e) NO SPECIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES (INCLUDING BUSINESS INTERRUPTION, LOST PROFITS OR LOSS OF DATA, SAVINGS, TIME, PROPERTY OR GOODWILL), WITHOUT REGARD TO THE FORM OF YOUR CLAIM OR ACTION OR WHETHER YOUR CLAIM IS IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF WE KNEW SUCH LOSSES OR DAMAGES WERE POSSIBLE OR LIKELY.

(f) DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES AND OUR SYSTEM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

(g) Required Interest on Damages. If we are required by Applicable Law to pay you interest on any amount for which we are liable under this Section 11, that interest will be determined by using the "federal funds rate" as published in The Wall Street Journal on each day during the period beginning on the day such failure occurred until we have paid you the full amount of our liability.

(h) Your Duties Regarding Claims. If we fail to satisfy our duty of care, you will: (1) take all reasonable actions to limit your damages; (2) promptly give us written proof of your damages; and (3) cooperate with us in investigating the error, omission, discrepancy or other problem and your damages. If you fail to do any of these things, we may refuse to honor your Claims. In addition, if we reimburse you for any damages relating to any error, omission, discrepancy or other problem, you will assign all of your rights relating to the Items in question to us and will assist us in any efforts or legal actions that we may take to recover those amounts from any third party.

(i) Your Indemnification Obligations. Except to the extent finally determined by a court or arbitrator having proper jurisdiction to have been caused by our gross negligence or intentional misconduct, you will indemnify and hold us harmless from and against all Claims and Losses relating in any way to the Agreement, the Services or our System, including those caused by: (1) your failure to comply with the Agreement, (2) the failure of any of your representations or warranties to be true and correct in all respects at any time; or (3) any instructions you give us. A Service Schedule may include additional indemnification obligations and you are bound by those additional indemnification obligations with respect to each Service you use that is covered by such a Service Schedule.

(j) Survival. The provisions of this Section 11 will survive the termination of the Agreement.

12. Arbitration.

(a) Generally. Except as set forth in Section 12(b), either you or we have the right to require that any dispute, controversy or Claim arising out of or relating to the Agreement or any breach, termination or invalidity of the Agreement (including any dispute concerning the scope of this Section 12), be settled by binding arbitration in accordance with Title 9 of the United States Code and the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). If you or we elect to arbitrate any such dispute, controversy or claim, neither you nor we will have the right: (1) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (2) to join or consolidate any such dispute, controversy or claim with those of any other persons. Any arbitration proceeding will be conducted before a panel of three neutral arbitrators (or one neutral arbitrator if the amount in dispute does not exceed \$500,000), all of whom must be attorneys engaged in the practice of banking law for ten years or more. For arbitrations with three arbitrators, each Party will select one arbitrator and the arbitrators selected by the Parties will, within 10 days of their appointment, jointly select a third, neutral arbitrator. For arbitrations with one arbitrator, the Parties will jointly select the arbitrator. If the Parties or the arbitrators they select are unable to jointly select an arbitrator, either Party may request the American Arbitration Association to appoint that arbitrator. Prior to the commencement of hearings, each of the arbitrators appointed must take an oath of impartiality. Judgment upon any award rendered by the arbitrators may be entered and enforced by any court of competent jurisdiction. The place of the arbitration will be in the city where our principal office is located. In rendering any award the arbitrators will determine the rights

and obligations of the parties in accordance with the laws of the state governing this Agreement. The arbitrators are not empowered to award damages in excess of the amounts expressly provided for by the Agreement. All statutes of limitation that would otherwise apply to a judicial action will apply to any arbitration proceeding under the Agreement. The arbitrators must award to the prevailing Party, if any, as determined by the arbitrators, all of its costs and fees (including all reasonable pre-award expenses of the arbitration, the arbitrator's fee, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees). Except for disclosures required by Applicable Law, neither Party may disclose the existence, content or result of any arbitration under the Agreement without the prior written consent of the other Party.

(b) Exceptions to Arbitration. The following Claims are not subject to this Section 12: (1) any individual action brought by a Party in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights or the right to restrain funds in a Designated Account or other deposit account; (3) the right or obligation to interplead funds in the event of a dispute; (4) the obligation to comply with legal process; (5) the right to obtain provisional remedies such as injunctive relief, seizure, attachment or garnishment by a court having appropriate jurisdiction; (6) recoupment, repossession, trustee's sales and the like; or (7) any individual action in court by a Party that is limited to preventing the other from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such Claim will not constitute a waiver of the right of to compel arbitration regarding any other Claim that is subject to this Section 12.

(c) No Severability of Class Waiver. The waiver of the right to bring or participate in any class or representative action in this Section 12 is material and essential to the arbitration of any disputes between the Parties and is not severable from the rest of this Section 12. If that waiver is limited or found to be illegal or unenforceable, then all of this Section 12 (except for this Section 12(c)) will be of no force or effect with respect to such proceeding, subject to the right to appeal the limitation or invalidation of that waiver. Under no circumstances will a class action be arbitrated.

13. Jury Trial Waiver. Both Parties knowingly, voluntarily, intentionally and irrevocably waive any right to a trial by jury with respect to any Claim based on, arising out of or relating to the Agreement, the Services, our System, or any other document, instrument, transaction, course of conduct, course of dealing, statements (whether verbal or written) or the actions of either Party. This Section 13 is a material inducement for both Parties to enter into the Agreement. No representative or agent of either Party has represented that such Party would not seek to enforce this jury trial waiver in the event of any litigation.

14. Amendments.

(a) Generally. Except as otherwise provided in this Master Agreement or the relevant Service Schedule, we may amend (1) this Master Agreement by giving you at least 30 calendar days' prior notice of that amendment, (2) any Service Schedule or Service Documentation by giving you at least 10 calendar days' prior notice of that amendment and (3) any license or sublicense for any software or any terms of use of our System by following the procedures set forth in that license or sublicense or in those terms of use. An amendment will be effective on the date specified in our notice, and you are bound by

that amendment if you continue to use the Services or our System after that date.

(b) Emergency Amendments. If (1) an amendment is required by Applicable Law and must be implemented by a date that does not permit us to give you the period of notice required by Section 14(a), or (2) we determine an amendment is necessary for the security or integrity of a Service, our System or a Security Procedure, then we will make commercially reasonable efforts to give you as much notice of that amendment as is practicable under the circumstances (which, in the case of clause (2), may be after we have made that amendment). In such a case, you are bound by that amendment unless you stop using the Services and our System immediately after receiving our notice of it.

15. Term and Termination.

(a) Term of the Agreement. The term of the Agreement begins on the date set forth in your signature block to this Master Agreement and continues until the Agreement is terminated as provided in Section 15(b) or Section 15(c).

(b) Termination for Convenience. Either Party may terminate the Agreement or any Service Schedule, with or without cause, by giving at least 60 calendar days' prior notice to the other Party

(c) Termination for Cause. We may terminate the Agreement or any Service Schedule immediately, and without giving you prior notice, if: (1) you breach the Agreement or any other agreement you have with us; (2) any representation or warranty you make to us fails to be true and correct in any material respect; (3) we reasonably believe the Security Procedures or Credentials have been compromised; (4) we reasonably believe an unauthorized transaction involving the Services or any Designated Account has occurred or may occur; (5) you become insolvent or the subject of a bankruptcy or dissolution proceeding, make an assignment for the benefit of creditors or fail generally to pay your debts as they become due; (6) we reasonably believe materially adverse change has occurred in your operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects; (7) we are uncertain as to any person's authority to give instructions regarding any Designated Account, the Services or our System; (8) we determine that changes in Applicable Law have made it impracticable for us to perform under the Agreement generally or with respect to a particular Service; or (9) we reasonably believe you have used or may use a Service or our System in violation of Applicable Law.

(d) Effect of Termination. Even though the Agreement may be terminated entirely or with respect to a particular Service, all provisions relating to your indemnification obligations, your obligations concerning confidential information and limitations on our liability will continue to apply and will survive termination. You also continue to be liable for any obligations that you incurred prior to the termination of the Agreement or any Service Schedule, those you incur in the process of terminating the Agreement or any Service Schedule, for any outstanding Transactions and for all trailing activity (including, returns, chargebacks, adjustments and warranty and indemnity claims). You will return all tokens and other physical Credentials, proprietary material, and other property belonging to us (or our licensor) promptly after the termination of the Agreement or, unless required for another Service, a Service Schedule.

16. Miscellaneous.

(a) Notices. Any notices under the Agreement may be given by mail, personal delivery, fax, e-mail or other electronic means. We may

use any address (including e-mail or other electronic addresses) for you shown in our records that we believe in good faith is valid. Any notice we send you will be effective when we send or otherwise make the notice available to you through an online Service. You must send any notices to us to the attention of our Cash Management Department. Any notice you send us is effective when we actually receive it.

(b) Severability. To the extent permitted by Applicable Law and except as provided in Section 12(c), any provision of the Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction and to the extent of such invalidity or unenforceability, be deemed replaced with a valid and enforceable provision as similar as possible to the one replaced and all of the remaining provisions of the Agreement will remain in full force and effect.

(c) Binding Agreement/Benefit. The Agreement binds and benefits both you and us and our respective legal representatives, successors and assigns. Except as otherwise provided therein, the Agreement is not for the benefit of any third party, and no third party has any right against either you or us under the Agreement.

(d) Confidentiality of the Agreement. You acknowledge that the Agreement contains valuable, confidential, trade secret information that belongs to us. You will not disclose or otherwise make that information available to any person other than your employees or agents that need it in order for you to use the Services and, as to agents, have agreed in writing to comply with the restrictions on use in the Agreement. You will instruct those employees or agents to keep the Agreement confidential by using the same care and discretion that you use with respect to your own confidential property and trade secrets. Your obligations of confidentiality regarding the Agreement will continue after termination of the Agreement and your use of the Services for so long as that information remains a trade secret or is otherwise subject to the protection of Applicable Law.

(e) Entire Agreement. The Agreement is the complete and exclusive statement of the agreement between you and us with respect to the Services and our System. The Agreement completely replaces any other ones you have given us in the past with respect to the Services or our System. If there is a conflict or inconsistency among this Master Agreement, a Service Schedule, a Service Setup Form or any Service Documentation on a particular point, then (unless the applicable Service Schedule provides otherwise) those documents will control that issue in the following order: (1) first, the applicable Service Documentation; (2) second, the applicable Service Setup Form; (3) third, the applicable Service Schedule; and (4) fourth, this Master Agreement. Each Designated Account remain subject to all other applicable agreements, such as deposit agreements, fee schedules and disclosures. If there is a conflict between the Agreement and those other agreements, scheduled and disclosures, the Agreement controls.

(f) Headings and Certain References. The headings used in the Agreement are for reference purposes only and may not be considered when interpreting the Agreement. Whenever the term "including" is used in the Agreement, it means "including, without limitation". Whenever the term "days" is used in the Agreement, it is a reference to calendar days unless that reference specifies it is business days or banking days. All terms used in the Agreement include the singular and the plural.

(g) Assignment. You may not assign the Agreement, or assign or delegate any of your rights or duties under it, to any third party without our prior written consent. We may assign the Agreement, or assign or delegate any of our rights and duties under it, to one or more third

parties without giving you notice of, or obtaining your consent to, any such assignment or delegation.

(h) Relationship. You and we are not partners, joint venturers or agents of each other because of the Agreement.

(i) Applicable Law and Jurisdiction. The Agreement is governed by and should be interpreted in accordance with the applicable federal laws and the internal laws of the state in which our principal office is located. You consent to the exclusive jurisdiction and venue of any court located in that state.

(j) Telephonic Communications. You consent to the recording of telephone conversations of your personnel in connection with the Agreement and assume responsibility for obtaining the consent of, and giving notice to, such personnel. The decision to record any telephone conversation is solely at our discretion and we will not have any liability for failing to do so in any particular circumstance.

(k) Remedies. The rights, powers, remedies and privileges provided for you in the Agreement are your sole and exclusive rights, powers, remedies and privileges with respect to the Services and our System and any failure by us to provide the Services in accordance with the terms of the Agreement. The rights, powers, remedies and privileges provided for us in the Agreement are in addition to any rights, powers, remedies and privileges with respect to the Services or any failure by you to comply with the terms of the Agreement that we have under applicable law or otherwise, and we may exercise any or all of those rights, powers, remedies and privileges in any order.

(l) No Waiver of Rights. A failure or delay by us in exercising any right, power or privilege in respect of the Agreement will not be presumed to operate as a waiver of that or any other right, power or privilege, and a single or partial exercise by us of any right, power or privilege will not be presumed to preclude any subsequent or further exercise by us of that or any other right, power or privilege.

(m) No Strict Construction. In the event an ambiguity or question of intent or interpretation of the Agreement arises, the Agreement should be construed as if you and we both drafted the Agreement, and no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any provisions of the Agreement will apply.

(n) Financial Accommodation. You acknowledge that the Agreement is an agreement to provide a "financial accommodation" as that term is defined in the federal bankruptcy laws and, as a result, that neither you nor any bankruptcy trustee (including you when acting as a debtor-in-possession) have the ability to assume or reject the Agreement as an executory contract.

(o) Our Records. You agree that our records regarding the features and accounts that you have asked us to include in our implementation of your setup for any Service will be deemed correct and will control in the event of any dispute regarding your setup for that Service. This provision applies even if we have not given you a copy of those records or you have not signed any documents included in those records.

(p) E-Sign Consent and Imaging of Documents. You consent to the use of electronic records and signatures in connection with the Agreement, the Services and our System when offered by us. This consent is provided in accordance with the Electronic Signatures in Global and National Commerce Act, as the same may be amended from time to time, and any other Applicable Law addressing the use of electronic records and signatures (including the Uniform Electronic Transactions Act, as adopted by the State of Nebraska, as amended

from time to time). You also authorize us to store and use your Master Agreement, Service Setup Forms and other Service related documents and information in any form we deem appropriate, including through the use of any electronic document imaging or conversion process, and to destroy the originals after doing so.

17. Definitions. In addition to terms defined earlier in this Master Agreement, the following terms have the meanings given below

(a) "Agreement" means, collectively, this Master Agreement and the applicable Service Schedules, Service Setup Forms and Service Documentation.

(b) "Applicable Law" means, collectively and in each case to the extent applicable to the Agreement, the Services or a Party and as in effect at the relevant time, all: (1) federal, state or other governmental statutes, codes, ordinances, laws, regulations, rules, orders, guidance, interpretations and decrees of any Governmental Authority; (2) rules of any clearing house (including NACHA) or image archive or exchange; and (3) certificates of incorporation, bylaws, rules, operating regulations, policies, procedures, manuals, guides, bulletins and other requirements of any payment network.

(c) "Authorized Representative" means a person you designate as such in a form acceptable to us.

(d) "Authorized User" means a person identified as such by an Authorized Signer or, if applicable, a Security Administrator, in each case in a form acceptable to us.

(e) "Available Funds" means funds on deposit in a Designated Account and available for withdrawal pursuant to Regulation CC of the Board of Governors of the Federal Reserve System and our funds availability policies and schedule. Funds are not available for withdrawal if they are subject to legal process or a hold or other restriction on withdrawal.

(f) "Business Day" means any day on which we and the Federal Reserve Banks are open.

(g) "Claims" means all claims, disputes, demands, actions, suits and other litigation, arbitration or other dispute resolution or administrative proceedings, in each case regardless of whether: (1) initiated by you, by us or by a third party, or (2) initiated before or after the applicable Designated Account is closed or the Agreement is terminated.

(h) "Credentials" means, collectively, all individual usernames, passwords, PINs, answers to challenge questions, tokens, encryption certificates and similar information and devices used in connection with the Security Procedures and associated with or necessary for your access to our System and use of certain Services.

(i) "Designated Account" means, with respect to a particular Service, a deposit account you maintain with us and that is identified in your Service Setup Form for that Service (or, if that Service is one that involves self-administration as contemplated by Section 9(c), identified by your Security Administrator through our System or in another manner acceptable to us) as an account to be used as a source of payment for (or to receive the proceeds of) Transactions relating to that Service and all fees, charges and other amounts you owe us with respect to that Service and, as applicable, with respect to which information or reports may be accessed or instruction may be provided through that Service.

(j) "Designated Function" means, with respect to a particular Service, the functions of that Service that are available to an Authorized

User with respect to a Designated Account as identified in your Service Setup Form for that Service (or, if that Service is one that involves self-administration as contemplated by Section 9(c), identified by your Security Administrator through our System or in another manner acceptable to us).

(k) "FinCEN" means the Financial Crimes Enforcement Network, a division within the U.S. Treasury Department.

(l) "Governmental Authority" means a governmental or regulatory authority having authority over a Party, the Agreement or the Services (including, as applicable, OFAC and FinCEN).

(m) "Item" means a payment made, received, or processed through or using the Services or our System, including a check, substitute check, purported substitute check, electronic item, draft, demand draft, preauthorized draft, remotely created check, remotely created item, remotely created consumer item, image replacement document or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip), automatic transfer, and electronic transaction (including a wire transfer and an automated clearinghouse debit or credit entry), any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed, and an adjustment or a photocopy or an image of any of the foregoing.

(n) "Losses" means all losses, liabilities, damages, judgments, awards, fines or penalties (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), fees, charges and other expenses (including reasonable attorneys' fees and the costs and expenses of collection, investigation, litigation, arbitration or other dispute resolution or administrative proceedings).

(o) "NACHA" means the National Automated Clearing House Association.

(p) "OFAC" means the U.S. Treasury Department's Office of Foreign Assets Control.

(q) "Party" means you or us, as the context requires.

(r) "Security Administrator" means a person designated as such by an Authorized Representative in a form acceptable to us.

(s) "Security Procedures" means the procedures established by the Agreement for the purpose of verifying that an instruction or communication is authentic.

(t) "Service Documentation" means the forms, rules, procedures, manuals, guides, implementation guidelines, and other documentation relating to a Service that we give or otherwise make available to you and is used in the most comprehensive sense

(u) "Service Setup Form" means, with respect to a particular Service, a document in a form that is acceptable to us and including certain instructions regarding your setup for that Service, such as the Designated Accounts for that Service, the Authorized Users for that Service and the Designated Functions and options you have selected for that Service.

(v) "Service Schedule" means a schedule to this Master Agreement that sets forth additional terms and conditions that apply to a particular Service.

(w) "System" means our internet-based information delivery and transaction initiation system as may be offered from time to time.

(x) "Transaction" means an Item or any adjustment, charge back, reclamation, reversal, return, rejection, Claims or Losses relating to an Item.

This Master Agreement has been signed (or otherwise authenticated in a manner acceptable to us) and delivered (which you agree may be by facsimile, e-mail attachment or other electronic means) on your behalf by the person whose name is printed below. That person acknowledges, certifies and agrees on your behalf that: (1) he or she is one of your Authorized Representatives with authority to sign (or otherwise authenticate in a manner acceptable to us) and deliver this Master Agreement (and any other documents we may require with respect to the Services) on your behalf; and (2) you have taken all action required by your organizational documents to authorize him or her to sign (or otherwise authenticate in a manner acceptable to us) and deliver this Master Agreement (and any other documents we may require with respect to the Services) on your behalf.

Client Name: Sample Agreement

Authorized Signature: _____

Print Name: _____

Print Title: _____

Date: 04/18/2018

Street Address: _____

City, State Zip _____

E-Mail Address: _____

Telephone: _____

Fax: _____

RESOLUTION 2018-134

WHEREAS, a Request for Proposals (RFP) for Banking Services was advertised in April of 2018; and

WHEREAS, the RFP closed on April 24, 2018; and

WHEREAS, proposals that were received were reviewed; and

WHEREAS, Five Points Bank of Grand Island, Nebraska was selected to provide the primary banking services to the City of Grand Island at no cost to the City and they will pay interest on any amount the City maintains on deposit with them, with regular evaluation of this interest rate beginning at the end of 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with Five Points Bank of Grand Island, Nebraska for banking and deposit services is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 8, 2018

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| May 4, 2018 | ▣ City Attorney |



City of Grand Island

Tuesday, May 8, 2018

Council Session

Item J-1

Approving Payment of Claims for the Period of April 25, 2018 through May 8, 2018

*The Claims for the period of April 25, 2018 through May 8, 2018 for a total amount of \$3,224,357.71 A
MOTION is in order.*

Staff Contact: William Clingman