
City of Grand Island



Tuesday, December 4, 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 Julio Venegas, Abundant Life Christian Center, 3411 West Faidley Avenue

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, December 4, 2018

Council Session

Item C-1

Recognition of Service of Councilmember Linna Dee Donaldson

Mayor Jeremy Jensen and the City Council will recognize the service of Councilmember Linna Dee Donaldson.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item C-2

Recognition of Service of Councilmember Roger Steele

Mayor Jeremy Jensen and the City Council will recognize the service of Councilmember Roger Steele.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item C-3

Recognition of Service of Mayor Jeremy L. Jensen

Council President Vaughn Minton and the City Council will recognize the service of Mayor Jeremy Jensen.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item -1

Approving Minutes of November 20, 2018 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 20, 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 November 20, 2018. Notice of the meeting was given in *The Grand Island Independent* on November 14, 2018.

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

INVOCATION was given by Pastor Dan Bremer, Grace Lutheran Church, 545 East Memorial Drive followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 3216 US Highway 34 - NPT Trucking, LLC. Utilities Director Tim Luchsinger reported that a utility easement was needed at 3216 US Highway 34 in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The property at 3216 US Highway 34 was part of a new commercial development. The proposed easement would allow the Utilities Department to install, access, operate and maintain an underground power line, transformer and related electrical infrastructure to serve the new business at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3230 US Highway 34 - Fast Track Buildings & Construction, LLC. Utilities Director Tim Luchsinger reported that a utility easement was needed at 3230 US Highway 34 in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The property at 3230 US Highway 34 was part of a new commercial development. The proposed easement would allow the Utilities Department to install, access, operate and maintain an underground power line, transformer and related electrical infrastructure to serve the new business at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Annexation of Property Located at 2610 So. Engleman Road (Rowe Second Subdivision). Regional Planning Director Chad Nabity reported that Gary P. Rowe and Dee Rowe, husband and wife, as owners of the property submitted a plat of Rowe Second Subdivision an Addition to the City of Grand Island. One residential lot would be added to the City as a result of this annexation. This property is located north of North Lane (in Westwood Park Mobile Home Park) and west of Engleman Road. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Drainage Easement in Connell Industrial Park Second Subdivision (2110 E Highway 30- Overhead Door Corp). Public Works Director John Collins reported that acquisition of a drainage easement was needed to allow access for the construction, operation, maintenance, extension, repair, replacement, and removal of drainage appurtenances within the easement. This easement would aid in providing drainage for the area north of US Highway 30. Staff recommended approval. No public testimony was heard.

RESOLUTION:

#2018-356 - Consideration of Approving the Position of Assistant City Administrator. City Administrator Marlan Ferguson reported that over the last couple years there had been some internal discussion concerning establishing the position of Assistant City Administrator (ACA). Currently the positions of Assistant to the City Administrator and Public Information Officer were vacant. The ACA could oversee the Media Relations, GITV, and Website with cooperation from other departments. This position could also oversee the Veterans Property Phase II, transfer of the buildings to the city. Other duties would be economic development, including working with the utilities department as a liaison for the Mayor and City Administrator. Staff recommended approval.

Mayor Jensen commented on succession/contingency planning. Councilmember Steele stated as Mayor Elect he agreed with what Mayor Jensen said and that all successful organizations had succession planning. He would like to see a seamless transition in this position. At the December 4, 2018 Council meeting He would bring forth Brent Clark to be the Assistance City Administrator with the understanding he would be the City Administrator when Mr. Ferguson retired.

Motion by Steele, second by Minton to approve Resolution #2018-356. Upon roll call vote, all voted aye. Motion adopted.

ORDINANCE:

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

#9713 - Consideration of Approving Salary Ordinance

#9714 – Consideration of Imposing an Additional One-Half Percent Sales Tax

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

#9713 - Consideration of Approving Salary Ordinance

Human Resources Director Aaron Schmid reported that the proposed salary ordinance included two changes. The first was the addition of the Assistant City Administrator classification. The second proposed change was a correction to the amount of medical leave payout for non-union employees upon retirement. Staff recommended approval.

Motion by Donaldson, second by Stelk to approve Ordinance #9713.

City Clerk Pro Tem: Ordinance #9713 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk Pro Tem: Ordinance #9713 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9713 is declared to be lawfully adopted upon publication as required by law.

#9714 – Consideration of Imposing an Additional One-Half Percent Sales Tax

City Administrator Marlan Ferguson reported that through approval of the sales and use tax ballot question by the City's electorate at the November 6, 2018 general election, the City of Grand Island is empowered to increase the local sales and use tax rate by one-half percent (½%) to two percent (2%) with the revenue from such increased rate to be used for: (1) public highways; (2) municipal streets, bridges, and sidewalks; (3) buildings and capital equipment used in the operation of city government; (4) parking facilities; and (5) public safety equipment necessary for the provision of city public safety services. This increase would terminate not more than ten years after the effective date of the increased sales and use tax. Staff recommended approval.

Motion by Stelk, second by Hehnke to approve Ordinance #9714.

City Clerk Pro Tem: Ordinance #9714 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk Pro Tem: Ordinance #9714 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9714 is declared to be lawfully adopted upon publication as required by law.

#9715 - Consideration of Approving Annexation of Property Located at 2610 So. Engleman Road (Rowe Second Subdivision) (First Reading)

Regional Planning Director Chad Nabity stated this item was related to the aforementioned Public Hearing and was the first of three readings.

Motion by Haase, second by Minton to approve Ordinance #9715 on first reading only.

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

Approving Minutes of November 6, 2018 City Council Regular Meeting.

Approving Re-Appointment of Jolene Wojcik to the Grand Island Facilities Corporation.

Approving Request from Kyle Nitchals, 3755 Norseman Avenue for Liquor Manager Designation for Sam's Club 6461, 1510 N. Diers Avenue.

#2018-340 - Approving Final Plat and Subdivision Agreement for Front Porch Subdivision. It was noted that Frank W. Huntley/General Partner/ The Merle Family Limited Partnership, owner, had submitted the Final Plat and Subdivision Agreement for Front Porch Subdivision located north of US Highway 30 and west of Willow Street, Capital Avenue and west of Webb Road for the purpose of creating 1 lot on 0.55 acres.

#2018-341 - Approving Final Plat and Subdivision Agreement for The Village Fifth Subdivision. It was noted that Thayer Family, LLC, owners, had submitted the Final Plat and Subdivision Agreement for The Village Fifth Subdivision located south of Woodland Drive and west of Ramada Road for the purpose of creating 26 lots on 9.07 acres.

#2018-342 - Approving Acquisition of Utility Easement - 3216 US Highway 34 - NPT Trucking, LLC.

#2018-343 - Approving Acquisition of Utility Easement - 3230 US Highway 34 - Fast Track Buildings & Construction, LLC.

#2018-344 - Approving Bid Award - City Wellfield Pump #2 Motor with Hupp Electric Motors of Marion, Iowa in an Amount of \$26,922.55.

#2018-345 - Approving Bid Award for Snow Removal Operations for Law Enforcement Center with AMP Works-Snow of Grand Island, Nebraska for the following amounts:

<3" Snow:	\$ 495.00
3.1-6" Snow:	\$ 891.00
6.1-9" Snow:	\$1425.00
9.1-12" Snow:	\$1995.00
12"+ per " Snow:	\$ 195.00

#2018-346 - Approving Lease Purchase of a Combination Sewer Cleaner Truck for the Streets Division of the Public Works Department from Nebraska Environmental Products of Lincoln, Nebraska and a Lease Purchase Agreement with National Cooperative Leasing of Alexandria, Minnesota in an Amount of \$342,201.90.

#2018-347 - Approving Bid Award for Four (4) Solid Rubber Loader Wheels for the Solid Waste Division of the Public Works Department with SETCO Solid Tire of Idabel, Oklahoma in an Amount of \$25,510.00.

#2018-348 - Approving Change Order No. 3 for Sanitary Sewer Manhole Flow Monitoring/Rehabilitation; Project No. 2018-WWTP-2 with The Diamond Engineering

Company of Grand Island, Nebraska for an Increase of \$3,050.00 and a Revised Contract Amount of \$238,505.61.

#2018-349 - Approving Acquisition of Drainage Easement in Connell Industrial Park Second Subdivision (2110 E Highway 30- Overhead Door Corp).

#2018-350 - Approving Award of Professional Engineering Consulting Services for Broadwell Avenue & UPRR Grade Separation Study with HDR Engineering, Inc. of Omaha, Nebraska in an Amount not-to-exceed \$226,660.00.

#2018-351 - Approving Memorandum of Understanding for Housing Study and Analysis of Impediments with the Grand Island Area Economic Development Corporation.

#2018-352 - Approving Renewal Contract for 911 Mapping Software with GeoComm of St. Cloud, Minnesota in an Amount of \$76,217.00.

#2018-353 - Approving Purchase of New 911 Radio Consoles from Platte Valley Communications of Grand Island, Nebraska in an Amount of \$68,000.00.

#2018-332 - Approving Purchase of Emergency Call Works 911 System from Motorola Solutions, Inc. in an Amount of \$242,583.70.

REQUESTS AND REFERRALS:

Consideration of Forwarding Blighted and Substandard Study for Proposed Area #28 to the Hall County Regional Planning Commission (Tunnel Wash I LLC). Regional Planning Director Chad Nabity reported that Tunnel Wash I LLC had submitted this study for approximately 78.45 acres of property in northwest Grand Island located between U.S. Highway 281 and Webb Road; and State and 13th Streets for purposes of redevelopment. Staff recommended approval.

Matt Pricester, 2508 Timber Meadows Lane, Norfolk, Nebraska, representing Tunnel Wash I, LLC spoke in support. Comments were made by Council about having a Study Session regarding the use of TIF and what the City would require for future applications.

Motion by Minton, second by Steele to forward the Blighted and Substandard Study for proposed Area #28 to the Hall County Regional Planning Commission. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Jones, and Stelk voted aye. Councilmembers Hehnke and Haase voted no. Motion adopted.

RESOLUTIONS:

#2018-354 - Consideration of Approving Resolution of Intent to Create Parking District #3 and for the Dissolution of Parking District #1. Assistant Finance Director William Clingman reported that Ordinance No. 5854 established the Downtown Improvement and Parking District, or "Parking District #1" in 1975. The goal of the new Parking District #3 was to better balance those paying into the Parking District with those who are using and/or most benefit from the Parking District. The new district would change from an occupation tax to a special assessment. Staff recommended approval.

Discussion was held regarding residential properties at the Yancy that would have to pay an assessment. City Attorney Jerry Janulewicz answered questions regarding exemptions. Regional Planning Director Chad Nabity stated Parking District #2 included the Yancy and was a much bigger area. Finance Director Patrick Brown stated those residents in the Yancy paying Parking District #2 assessments could be deducted from paying Parking District #3 assessments if that was what the Council wanted.

Motion by Steele, second by Stelk to approve Resolution #2018-354. Upon roll call vote, all voted aye. Motion adopted.

#2018-355 - Approving Amendment No. 1 to Engineering Consulting Agreement for Old Potash Highway Corridor Study. Public Works Director John Collins reported that on October 10, 2017 City Council approved an Engineering Services Agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$249,963.26 for Old Potash Highway Corridor Study. With the completion of the study it was now time to move forward with final engineering design for the first phase of the overall construction project. Phase I would involve roadway and intersection improvements along the Old Potash corridor from Webb Road on the east to the post office on the west end. An amendment to the original agreement with Olsson, Inc. was requested at this time, in the amount of \$733,500.00 combined with the unused portion of the original contract the revised agreement amount was \$916,463.26. Staff recommended approval.

Motion by Donaldson, second by Minton to approve Resolution #2018-355. 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 November 7, 2018 through November 20, 2018 for a total amount of \$5,364,419.67. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:17 p.m.

Aaron Schmid
City Clerk Pro Tem



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item -2

Approving Payment of Claims for the Period of November 21, 2018 through December 4, 2018

The Claims for the period of November 21, 2018 through December 4, 2018 for a total amount of \$5,312,375.53. A MOTION is in order.

Staff Contact: Patrick Brown



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item -3

Acceptance of Election Certificate

State law requires the governing body to formally accept the certificate of election issued by the Hall County Election Commissioner for the November 6, 2018 Mayor and City Council General Election. An election certificate containing the vote totals and results is attached. A MOTION to accept the election certificate is in order.

Staff Contact: RaNae Edwards



Hall County Election Office

Tracy Overstreet, Hall County Election Commissioner

121 South Pine Street, Grand Island, NE 68801

Phone (308) 385-5085 (308) 385-5071 fax

tracyo@hallcountyne.gov www.hallcountyne.gov

State of Nebraska, County of Hall

November 19, 2018

To: City of Grand Island
RaNae Edwards, City Clerk
100 E. First Street
Grand Island, NE 68801

I, Tracy Overstreet, being the Election Commissioner of Hall County, Nebraska, do hereby certify the following is a true and complete abstract of the votes cast at the General Election held November 6, 2018 in this county, as canvassed by the canvassing board of Hall County, with respect to candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge such ballots, including early voting and provisional, and been voted, counted and canvassed in the manner provided by law.

Grand Island City Council Wards 1, 2, 3, 4, 5 and Grand Island Mayor

Mayor	Roger G. Steele	9,813	Elected
Ward 1	Vaughn Minton	2,816	Elected
Ward 2	Clay E. Schutz	1,546	Elected
	Jerry Poels	998	
Ward 3	Clarence R. Stephens	416	
	Jason Conley	838	Elected
Ward 4	Mitchell Nickerson	611	Elected
	Jose A. Ramirez	470	
Ward 5	Michelle A. Fitzke	1,233	Elected
	John Gericke	908	

Witness my hand and official seal this 19th day of November 2018.

Tracy Overstreet
Hall County Election Commissioner





Hall County Election Office

Tracy Overstreet, Hall County Election Commissioner

121 South Pine Street, Grand Island, NE 68801

Phone (308) 385-5085 (308) 385-5071 fax

tracyo@hallcountyne.gov www.hallcountyne.gov

State of Nebraska, County of Hall

November 19, 2018

To: City of Grand Island
RaNae Edwards, City Clerk
100 E. First Street
Grand Island, NE 68801

I, Tracy Overstreet, being the Election Commissioner of Hall County, Nebraska, do hereby certify the following is a true and complete abstract of the votes cast at the General Election held November 6, 2018 in this county, as canvassed by the canvassing board of Hall County, with respect to candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge such ballots, including early voting and provisional, and been voted, counted and canvassed in the manner provided by law.

Grand Island City Sales Tax (Half-cent)

For said tax	7,271	Passed
Against said tax	5,373	

Witness my hand and official seal this 19th day of November 2018.

A handwritten signature in black ink, appearing to read "Tracy Overstreet", is written over a horizontal line.

Tracy Overstreet
Hall County Election Commissioner





Hall County Election Office

Tracy Overstreet, Hall County Election Commissioner
121 South Pine Street, Grand Island, NE 68801
Phone (308) 385-5085 (308) 385-5071 fax
tracyo@hallcountyne.gov www.hallcountyne.gov

State of Nebraska, County of Hall

November 19, 2018

To: City of Grand Island
RaNae Edwards, City Clerk
100 E. First Street
Grand Island, NE 68801

I, Tracy Overstreet, being the Election Commissioner of Hall County, Nebraska, do hereby certify that the City of Grand Island has not presented any sales tax issues to the qualified voters in the above mentioned city in the twenty-three (23) months preceding the election held on November 6, 2018.

Witness my hand and official seal this 19th day of November 2018.

A handwritten signature in black ink, appearing to read "Tracy Overstreet", is written over a large, stylized oval flourish.

Tracy Overstreet
Hall County Election Commissioner





City of Grand Island

Tuesday, December 4, 2018

Council Session

Item -4

Comments by Outgoing Elected Official - Councilmember Linna Dee Donaldson

This is an opportunity for comments by outgoing elected Official - Councilmember Linna Dee Donaldson.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item -5

Comments by Outgoing Elected Official - Councilmember Roger Steele

This is an opportunity for comments by outgoing elected Official - Councilmember Roger Steele.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item -6

Comments by Outgoing Elected Official - Mayor Jeremy L. Jensen

This is an opportunity for comments by outgoing elected Official - Mayor Jeremy Jensen.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item -7

Recess

The meeting will be recessed momentarily to prepare for the transition to the new governing body. The newly elected officials will remain seated in the audience until such time as they are called forward for the Oath of Office which will be administered by the City Clerk at the podium.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item -8

Administration of Oath to Newly Elected Mayor and Councilmembers

City Clerk RaNae Edwards will administer the Oath of Office to newly Elected Mayor Roger Steele, Councilmember's Clay Schutz - Ward 2 and Jason Conley - Ward 3 and the three returning Councilmember's Vaughn Minton - Ward 1, Mitchell Nickerson - Ward 4, and Michelle Fitzke - Ward 5.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item -9

Seating of Newly Elected Mayor and Councilmembers followed by Roll Call

Following the administration of the Oath of Office to Mayor Roger Steele, Councilmember's Vaughn Minton, Clay Schutz, Jason Conley, Mitchell Nickerson, and Michelle Fitzke, seating will take place at the City Council table.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item -10

Comments by Newly Elected Officials

At this time comments will be made by the newly elected Officials.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item -11

Election of City Council President

The City Council is required to elect one Councilmember to the office of Council President. The term is for a one-year period. The Council President automatically assumes the duties of the Mayor in the event that the Mayor is absent or otherwise unable to fulfill his/her duties. Nebraska law allows the election of the Council President to be by secret ballot. The total number of votes for each candidate; however, must be stated and recorded in the Minutes. Past practice has included a run-off election between the top two nominees, if necessary. The City Clerk will prepare, distribute, and count ballots. Nominations to fill the vacancy are in order. A second is not required on nominations.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item D-1

#2018-BE-9 - Consideration of Determining Benefits for Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension

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: December 4, 2018

Subject: Consideration of Determining Benefits for Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension

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

Background

The Certificate of Final Completion for Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road/West Park Plaza Sanitary Sewer Extension was approved by City Council on November 6, 2018, via Resolution No. 2018-335; with December 4, 2018 set as the date for Council to sit as the Board of Equalization. The Diamond Engineering Company of Grand Island, Nebraska was hired to perform such work in the amount of \$783,601.66. Work was completed at a price of \$771,194.18; with additional costs of \$300,651.12, all detailed below.

Original Bid	\$ 747,545.56
Change Order No. 1	\$ 36,056.10
Overruns	\$ (12,407.48)
Sub Total (Construction Price) =	\$ 771,194.18
Additional Costs:	
Public Works Engineering Services	\$ 14,298.79
Olsson Associates- Engineering Services	\$ 232,867.00
Grand Island Independent- Advertising	\$ 257.86
Hall County Register of Deeds- Filing	\$ 246.00
Troy Sidak- Easement	\$ 7,018.00
Mettenbrink Farms- Easement	\$ 3,300.00
Shafer & Hartman Farms- Easement	\$ 32,170.21
Daniel Garner- Easement	\$ 6,000.00
Gary Rowe- Easement	\$ 3,500.00
Glen Schwarz- Easement	\$ 4,000.00
L & P Investments- Easement	\$ 5,390.00
Northwestern Energy	\$ (8,396.74)
Additional Costs Total=	\$ 300,651.12

Total project cost equates to \$1,071,845.30, of which \$707,067.31 is eligible to be used to calculate the connection fees for properties within the district. The remaining costs are City responsibility and are associated with the West US Highway 30 and Engleman Road portion of this project (2017-S-3).

There are approximately 300 septic tanks within City limits with no available sanitary sewer. This project provides sanitary sewer to twenty-five (25) additional properties.

All work has been completed and special assessments have been calculated for the improvements.

Discussion

The costs for this project will be charged to the adjacent property, and due when a property “taps” or connects to the sanitary sewer main. This is the standard method used by the City to recoup costs when sanitary sewer is installed as part of a tap district. The City has had multiple correspondences with the property owners and sent a reminder letter advising them that the BOE is scheduled for December 4, 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 meet as the Board of Equalization to determine benefits and pass a resolution approving such.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension.

(Sample Motion for the Resolution)

Move to approve the resolution levying the connection fees for Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension.

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

AFFIDAVIT OF MAILING

Aaron Schmid, City Clerk Pro Tem, being first duly sworn on oath, deposes and says that he is the duly appointed and acting City Clerk Pro Tem of the City of Grand Island, Nebraska, and that on November 20, 2018, 2017; he mailed copies of the "Notice of Board of Equalization Hearing – Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension, which notice was first published in the Grand Island Independent on November 20, 2018, to the following named parties:

Shafer & Hartman Farms, LLC
1498 E One R Rd
Grand Island, NE 68801

Leighton E Lanka
4242 W Highway 30
Grand Island, NE 68803

Glen H Schwarz
GH Schwarz Rev Trust
1505 Coventry Ln
Grand Island, NE 68801

John Sears
4230 W Highway 30
Grand Island, NE 68803

*Casey's Retail Co.
One Convenience Blvd
Ankeny, IA 50021

Guillerma A DeLeon
Guillermo R DeLeon
4260 W Highway 30
Grand Island, NE 68803

Dustin J Mahlbach
Ashley M Mahlbach
2621 S Engleman Rd
Grand Island, NE 68803

Ralph L Lucas
Ramona L Lucas
4224 W Highway 30
Grand Island, NE 68803

Darrell L Johnson
Linda K Johnson
2825 Northwest Ave
Grand Island, NE 68803

Joseph H Ewoldt
4218 W Highway 30
Grand Island, NE 68801

Gerald W Poels
3418 S Deann Rd #1
Grand Island, NE 68801

Linda M Clark
4212 W Highway 30
Grand Island, NE 68803

James S Reed
Precious A Reed
2511 Lakewood Dr
Grand Island, NE 68801

Jesus Guerrero
Diana L Rodriguez
4206 W Highway 30
Grand Island, NE 68803

Destiny Church
Assembly of God of GI NE
4306 W US Highway 30
Grand Island, NE 68803

L & P Investments, LLC
c/o Starostka Group
429 Industrial Ln
Grand Island, NE 68803

*H & H Self Storage, LLC
1020 N 3rd St
O'Neill, NE 68763

Gary P Rowe
2550 S Engleman Rd
Alda, NE 68810

Lonnie J Nunnenkamp
Carla D Grabau-Nunnenkamp
2490 S Engleman Rd
Alda, NE 68810

Daniel R Garner
2620 S Engleman Rd
Grand Island, NE 68803

Ascentia
c/o George McElroy and Assoc.
1412 Main St, Ste 1500
Dallas, TX 75202

Such communications were properly posted and deposited in the United States mail.

Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

Affiant further states that he, and his attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: November 20, 2018



Aaron Schmid, City Clerk Pro Tem

Subscribed and sworn to before me this 20th date November, 2018.





Notary Public

NOTICE OF BOARD OF EQUALIZATION HEARING

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Details for NOTICE OF BOARD OF EQUALIZATION HEARING

8 hrs ago

NOTICE OF BOARD OF EQUALIZATION HEARING Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension NOTICE is hereby given to all persons owning real estate within the Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on December 4, 2018 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of such sanitary sewer district. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made. By order of the City Council, Grand Island, Nebraska. RaNae Edwards, City Clerk 20-27-4

NOTICE OF BOARD OF EQUALIZATION HEARING

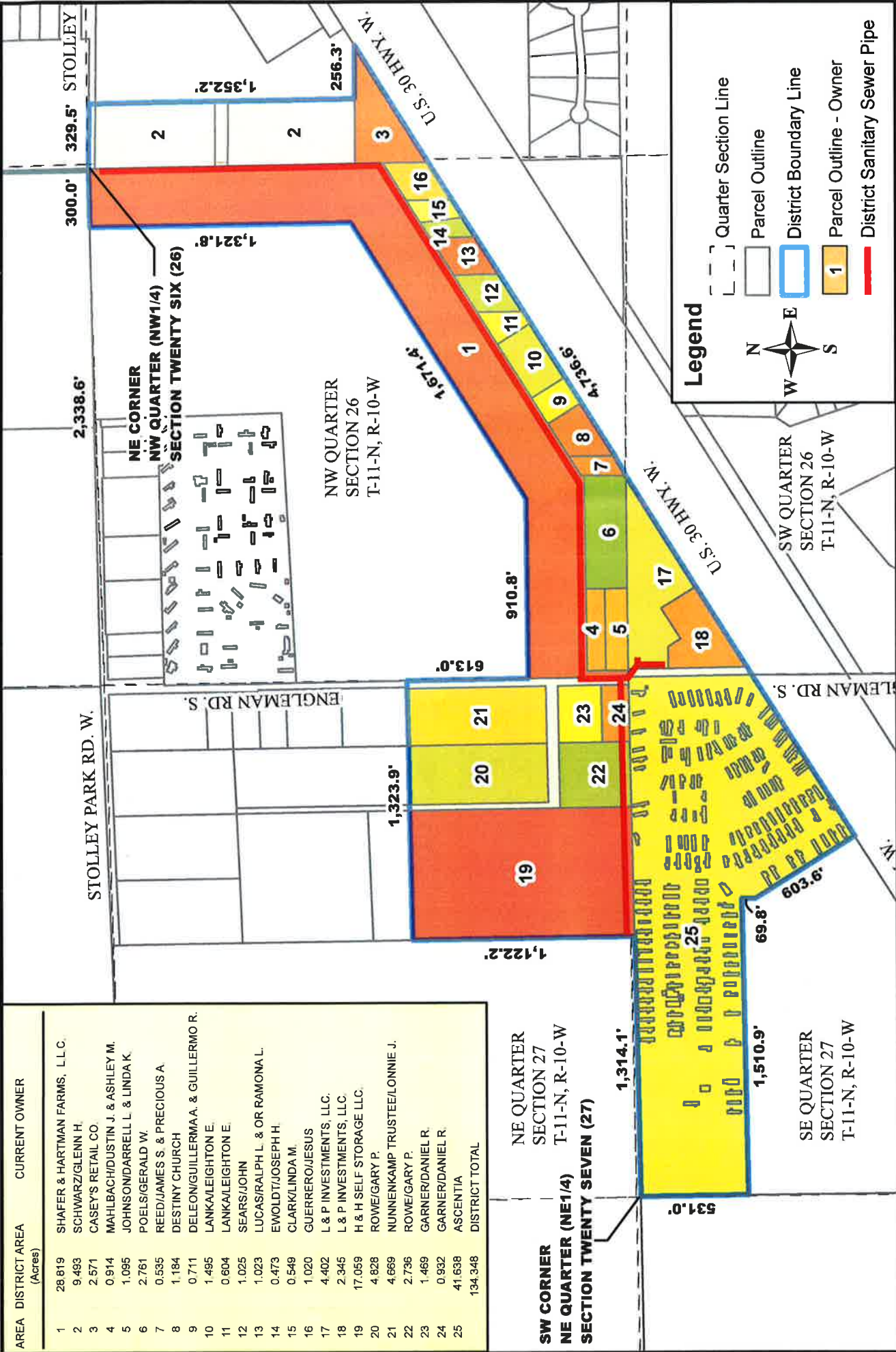
Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road /
West Park Plaza Sanitary Sewer Extension

NOTICE is hereby given to all persons owning real estate within the Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on December 4, 2018 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of such sanitary sewer district. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council, Grand Island, Nebraska.

RaNae Edwards, City Clerk

Publication Dates:
November 20, 2018
November 27, 2018
December 4, 2018



SANITARY SEWER TAP DISTRICT 540T EXHIBIT "A"

RESOLUTION 2018

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$707,067.31, with benefits accruing to the real estate in such district to be the total sum of \$707,067.31; and

Such benefits are based on Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension at the adjacent property and are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension, such benefits are the sums set opposite the description as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400201186	Shafer & Hartman Farms, LLC	An undivided one-half (1/2) interest in and to a tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska and more particularly described as follows: Beginning at the southwest corner of said Northwest Quarter (NW ¼); thence running easterly along the south line of said Northwest Quarter (NW ¼) a distance of Thirty Three (33) feet; thence running northerly and parallel to the west line of said Northwest Quarter (NW ¼) a distance of Two Hundred Eight and Seven Tenths (208.7) feet; thence running easterly and parallel to the south line of said Northwest Quarter (NW ¼) a distance of Nine Hundred Ninety Three and Six Tenths (993.6) feet; thence running northerly and parallel to the west line of said Northwest Quarter (NW ¼) a distance of Sixteen and Three Tenths (16.3) feet; thence running northeasterly and parallel with the northerly right-of-way line of the Union Pacific Railroad R.O.W. a distance of One Thousand Eight Hundred Eighty Five and Six Tenths (1,885.6) feet to a point on the east line of said Northwest Quarter (NW ¼); thence running northerly along and upon the east line of said Northwest Quarter (NW ¼) a distance of One Thousand Four Hundred Ninety Seven and Four Tenths (1,497.4) feet to the northeast corner of said Northwest Quarter (NW ¼); thence running westerly along and upon the north line of said Northwest Quarter (NW ¼) a distance of One Thousand Two Hundred Eighty and Forty Five hundredths (1,280.45) feet; thence deflecting left 90°35'40" and running southerly a distance of Nine Hundred Fifty Two and Three Tenths (952.3) feet; thence deflecting right 88°47'40" and running westerly a distance of One Thousand Three Hundred Seventy Seven and Three Tenths (1,377.3) feet to a point on the west line of said Northwest Quarter (NW ¼); thence running southerly along and upon the west line of said Northwest Quarter (NW ¼) a distance of One Thousand Six Hundred Seventy Nine and Thirteen Hundredths (1,679.13) feet to the point of beginning (containing 101.128 acres, more or less).	\$151,671.10

Approved as to Form ☐

400159155	Glenn H. Schwarz Glenn H. Schwarz Revocable Trust Dated July 21, 2004	All that part of the Easterly Seventy Acres (70A) of North Half of the Northeast Quarter (N ½ NE ¼) of Section 26 in Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, including Lots 17, 18 19, 20, 41, 42, 43, 44 and the Westerly One Half of Lots 16, 21, 40 & 45 of Person's Subdivision in such North Half of the Northeast Quarter lying north and west of the tract conveyed to the State of Nebraska for new Highway 30 as described in Book 136 on Page 307 of Deeds, Hall County, Nebraska, and excepting a tract of land conveyed to Howard E. Stearns and recorded in Book 155, Page 225 of the Deed Records of Hall County, Nebraska, also excepting a tract of land now known as Schuele Subdivision.	\$ 49,959.53
400151049	Casey's Retail Company, an Iowa Company	A tract of land comprising a part of the Southwest Quarter of the Northeast Quarter of Section 26, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the northwest corner of said Southwest Quarter (SW ¼) of the Northeast Quarter, thence easterly along the north line of said Southwest Quarter of the Northeast Quarter, a distance of 594.34 feet, to the northwesterly right-of-way line of the Union Pacific Railroad Company; thence southwesterly along said railroad right-of-way line, a distance of 693.85 feet, to the west line of said Northeast Quarter; thence northerly along the west line of said Northeast Quarter, a distance of 366.54 feet to the place of beginning.	\$ 13,529.16
400151073	Dustin J Mahlbach & Ashley M Mahlbach	A tract of land in the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point 33' east and 113' north of the southwest corner of the SW ¼ NW ¼ of said Section 26, said point being the place of beginning, running thence north a distance of 95' on a line parallel to the west line of Section 26; thence running east at right angles a distance of 417' on a line parallel to the south line of the SW ¼ NW ¼, above described; thence running south at right angles a distance of 95' on a line parallel to the west line of Section 26; thence running west at right angles a distance of 417' on a line parallel to the south line of the SW ¼ NW ¼, above described to the point of beginning.	\$ 4,809.52
400151065	Darrell L Johnson & Linda K Johnson	A tract of land situated in the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 26, in Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska more particularly described as follows: Beginning at a point on the east-west one-half section line thru said Section 26, said point being 33.0 feet east of the one-quarter section corner on the west side of said Section 26; running thence east along and upon said one-half section line thru said Section 26, a distance of 417.4 feet, running thence north parallel with the west line of said Section 26, a distance of 209.7 feet, running thence west parallel with the said one-half section line thru said Section 26, a distance of 417.4 feet; running south parallel with the west line of said Section 26, a distance of 208.7 feet to the point of beginning, Hall County, Nebraska, excepting a certain tract therefrom as recorded in survivorship warranty deed recorded in Book 159, Page 127, in the Register of Deeds Office, Hall County, Nebraska.	\$ 5,764.43

400151103	Gerald W Poels	<p>A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6th P.M., Hall County, Nebraska, said tract being more particularly described as follows: With reference to the southwest corner of said NW ¼; thence running S89°55'55"E for 818.48 feet to the actual point of beginning; thence N00°09'04"W for 208.60 feet; thence N89°51'08"W for 367.36 feet; thence S00°04'41"W for 208.68 feet; thence S89°51'56"E for 368.20 feet to the point of beginning, the west line of said NW ¼ assumed S00°00'00"E in direction.</p> <p>and</p> <p>A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section Twenty Six (26), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, said tract being more particularly described as follows: With reference to the southwest corner of said NW ¼; thence running S89°55'55"E for 818.48 feet to the actual point of beginning; thence S89°55'02"E for 208.68 feet; thence N00°00'27"W for 208.58 feet; thence N89°54'34"W for 209.19 feet; thence S00°09'04"E for 208.60 feet to the point of beginning, the west line of said NW ¼ assumed S00°00'00"E in direction.</p>	\$ 14,530.36
400151634	James S Reed & Precious A Reed	Lot One (1), Bick's Second Subdivision to the City of Grand Island, Hall County, Nebraska	\$2,816.28
400460580	Destiny Church, Assembly of God of Grand Island, Nebraska	Lot One (1), Bick's Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska	\$6,231.73
400151642	Guillermo A DeLeon & Guillermo R DeLeon	Lot Two (2), Bick's Fourth Subdivision, Grand Island, Hall County, Nebraska	\$3,742.41
400151111	Leighton E Lanka	Lot One (1), Lanka Green Acres Subdivision, City of Grand Island, Hall County, Nebraska	\$7,866.57
400396173	Leighton E Lanka	Lot Two (2), Lanka Green Acres Subdivision, City of Grand Island, Hall County, Nebraska	\$3,177.48
400151057	John Sears	<p>A tract of land comprising a part of the NW ¼ of Section 26, in Township 11 North, Range 10, West of the 6th P.M., in Hall County, Nebraska, and described as follows: From a point where the north right-of-way line of the Union Pacific Railroad Company intersects the east line of said NW ¼ of Section 26, running thence southwesterly upon the north right-of-way line of the Union Pacific Railroad Company for a distance of 675.00 feet, to the actual point of beginning, running thence north parallel to the east line of said NW ¼ 225.00 feet running thence southwesterly parallel with the north right-of-way line of the Union Pacific Railroad Company, a distance of 225.00 feet, running thence south parallel to the east line of said NW ¼, 225.00 feet, to a point on the north right-of-way line of the Union Pacific Railroad Company, running thence northeasterly upon said north right-of-way line of the Union Pacific Railroad Company, a distance of 225.00 feet, to the point of beginning.</p>	\$5,396.76
400151138	Ralph L Lucas & Ramona L Lucas	<p>A certain part of the Northwest Quarter (NW ¼) of Section 26, in Township 11 North, Range 10 West of the 6th P.M., Hall County, Nebraska, more particularly described as follows, to-wit: From a point where the north right-of-way line of the Union Pacific Railroad Company intersects the east line of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10, West of the 6th P.M., running thence southwesterly along and upon the north right-of-way line of the Union Pacific Railroad Company, for a distance of 450.0 feet to the actual point of beginning, running thence north parallel to the east line of said Northwest Quarter (NW</p>	\$5,382.09

		<p>¼) of said Section 26, 225.0 feet, running thence southwesterly parallel to the north right-of-way line of the Union Pacific Railroad Company, for a distance of 225.0 feet, running thence south parallel to the east line of the Northwest Quarter (NW ¼) of said Section 26, 225.0 feet to a point on the north right-of-way line of the Union Pacific Railroad Company, running thence northeasterly along and upon the north right-of-way line of the Union Pacific Railroad Company, a distance of 225.0 feet to the point of beginning.</p>	
400151162	Joseph H Ewoldt	<p>A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at a point on the northerly right-of-way line of the Union Pacific Railroad Company, said point being Two Hundred Twenty-Five (225.0) feet southwesterly from the intersection of said right-of-way line with the east line of said Northwest Quarter (NW ¼); thence northerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet; thence southwesterly parallel to said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet; thence southerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet, to said right-of-way line; thence northeasterly along said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet to the place of beginning.</p>	\$2,491.01
400151154	Linda M Clark	<p>A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6th P.M. in Hall County, Nebraska, more particularly described as follows: beginning at a point on the northerly right-of-way line of the Union Pacific Railroad Company, said point being Two Hundred Twenty Five (225.0) feet southwesterly from the intersection of said right-of-way line with the east line of said Northwest Quarter (NW ¼); thence northerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty Five (225.0) feet; thence southwesterly parallel to said right-of-way line, distance of One Hundred Twelve and Five Tenths (112.5) feet; thence southerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet, to said right-of-way line; thence northeasterly along said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet to the place of beginning.</p> <p>Also known as: Lots One (1) and Two (2), C & E Subdivision, in the City of Grand Island, Hall County, Nebraska.</p>	\$2,886.94
400151146	Jesus Guerrero and Diana L Rodriguez	<p>Part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6th P.M., Hall County, Nebraska, more particularly described as: Beginning at a point where the east line of the Northwest Quarter (NW ¼) of said Section 26, Township 11 North, Range 10 West of the 6th P.M. intersects the north right-of-way line of the U.P.R.R. Co. which point is Nine Hundred Eighty Seven and One Tenth (987.1) feet north of the southeast corner of the Northwest Quarter (NW ¼) of said Section 26, running thence north along the east line of the Northwest Quarter (NW ¼) of said Section 26, Two Hundred Twenty Five (225.0) feet; running thence westerly parallel with the north right-of-way of the U.P.R.R. Co. Two</p>	\$5,369.89

		Hundred Twenty Five (225.0) feet; running thence south parallel to the east line of the said Northwest Quarter (NW ¼) of said Section 26 Two Hundred Twenty Five (225.0) feet to a point on the north right-of-way of the U.P.R.R. CO., thence easterly along the north right-of-way line of the U.P.R.R. Co., Two Hundred Twenty Five (225.0) feet to the actual point.	
400378205	L & P Investments, LLC	Lot One (1), Elder Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska	\$23,167.36
400378221	L & P Investments, LLC	Lot Two (2), Elder Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.	\$12,339.04
400459906	H & H Self Storage, LLC	A tract of land comprising a part of the East Half of the Northeast Quarter of Section Twenty-Seven (27), Township Eleven (11) North, Range Ten (10), West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the south line of the said Northeast Quarter, said point being 660.0 feet west of the southeast corner of said Northeast Quarter; thence westerly along the south line of said Northeast Quarter, a distance of 662.62 feet to the southwest corner of said East Half of the Northeast Quarter, thence northerly along the west line of said East Half of the Northeast Quarter, a distance of 1,319.92 feet; thence deflecting right 88°22'50" and running easterly, a distance of 660.3 feet; thence deflecting right 91°30'23" and running southerly, a distance of 1,334.4 feet to the place of beginning.	\$89,778.50
400201267	Gary P Rowe	A tract of land comprising a part of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said Northeast Quarter (NE ¼); thence westerly along the south line of said Northeast Quarter (NE ¼) a distance of Six Hundred Sixty (660.0) feet; thence northerly parallel to the east line of said Northeast Quarter (NE ¼) a distance of Two Thousand One and Fifty-Six Hundredths (2,001.56) feet; thence easterly along a line Six Hundred Sixty (660.0) feet south of and parallel to the north line of said Northeast Quarter (NE ¼) a distance of Three Hundred Thirty (330.0) feet; thence southerly along a line Three Hundred Thirty (330.0) feet west of and parallel to the east line of said Northeast Quarter (NE ¼) a distance of One Thousand Five Hundred Eight-Seven and Thirty Five Hundredths (1,587.35) feet; thence deflecting left 90°10'30" and running easterly a distance of Three Hundred Thirty (330.0) feet, to the east line of said Northeast Quarter (NE ¼); thence southerly along the east line of said Northeast Quarter (NE ¼) a distance of Four Hundred Twenty and Thirty Five Hundredths (420.35) feet to the place of beginning, excepting Lots One (1) and Two (2) in Rowe Subdivision, Hall County, Nebraska.	\$25,411.99
400201240	Lonnie J Nunnenkamp aka Lonny J Nunnenkamp and Carla Grabau-Nunnenkamp; Lonnie J Nunnenkamp Revocable Trust and Carla D Grabau-Nunnenkamp Revocable Trust	A tract of land located in the East Half (E ½) of the Northeast Quarter (NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Commencing at a point on the east line of the Northeast Quarter (NE ¼) of Section 27, said point being 1,553.60 feet south of the northeast corner of Section 27; thence southerly a distance of 701.25 feet; thence west a distance of 330.0 feet; thence north a distance of 701.25 feet; thence east a distance of 330.0 feet to the place of beginning.	\$24,570.28

400201267	Gary P Rowe	A tract of land comprising a part of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said Northeast Quarter (NE ¼); thence westerly along the south line of said Northeast Quarter (NE ¼) a distance of Six Hundred Sixty (660.0) feet; thence northerly parallel to the east line of said Northeast Quarter (NE ¼) a distance of Two Thousand One and Fifty Six Hundredths (2,001.56) feet; thence easterly along a line Six Hundred Sixty (660.0) feet south of and parallel to the north line of said Northeast Quarter (NE ¼) a distance of Three Hundred Thirty (330.0) feet; thence southerly along a line Three Hundred Thirty (330.0) feet west of and parallel to the east line of said Northeast Quarter (NE ¼) a distance of One Thousand Five Hundred Eighty-Seven and Thirty Five Hundredths (1,587.35) feet; thence deflective left 90°10'30" and running easterly a distance of Three Hundred Thirty (330.0) feet, to the east line of said Northeast Quarter (NE ¼); thence southerly along the east line of said Northeast Quarter (NE ¼) a distance of Four Hundred Twenty and Thirty Five Hundredths (420.35) feet to the place of beginning, excepting Lots One (1) and Two (2) in Rowe Subdivision, Hall County, Nebraska.	\$14,398.19
400204118	Daniel R Garner	Lot Two (2), in Rowe Subdivision, Hall County, Nebraska.	\$7,731.83
400204096	Daniel R Garner	Lot One (1), in Rowe Subdivision, Hall County, Nebraska.	\$4,904.15
400151294	Ascentia	A tract of land comprising a part of the Southeast Quarter (SE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the northeast corner of the Southeast Quarter (SE ¼) of said Section 27; thence southerly along the east line of said Section 27, a distance of Six Hundred Twenty Five and Ninety Three Hundredths (625.93) feet, to the northerly right-of-way line of the Union Pacific Railroad; thence southwesterly along said right-of-way line, a distance of Nine Hundred Sixty One and Twenty Four Hundredths (961.24) feet; thence northwesterly perpendicular to said right-of-way line, a distance of Six Hundred Three and Sixty Five Hundredths (603.65) feet; thence northerly parallel to the east line of said Section 27 a distance of Sixty Nine and Eighty Five Hundredths (69.85) feet; thence running westerly a distance of Fifteen Hundred Ten and Ninety Five Hundredths (1,510.95) feet to a point on the west line of said Southeast Quarter (SE ¼), said point being Sixteen Hundred Eighty Seven and Twenty Six Hundredths (1,687.26) feet North of said U.P.R.R. right-of-way line; thence northerly along said west line of said Southeast Quarter (SE ¼) a distance of Five Hundred Thirty One (531.0) feet, to the northwest corner of said Southeast Quarter (SE ¼) thence easterly along the north line of said Southeast Quarter (SE ¼) a distance of Two Thousand Six Hundred Forty Five and Ninety Five Hundredths (2,645.95) feet to the place of beginning.	\$219,140.71
			\$707,067.31

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of

Grand Island at the time such property becomes connected to the sanitary sewer. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

DRAFT

RESOLUTION NO. 2018-

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2018-BE-x shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 540T, such benefits are the sums set opposite the descriptions as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400201186	Shafer & Hartman Farms, LLC	An undivided one-half (1/2) interest in and to a tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska and more particularly described as follows: Beginning at the southwest corner of said Northwest Quarter (NW ¼); thence running easterly along the south line of said Northwest Quarter (NW ¼) a distance of Thirty Three (33) feet; thence running northerly and parallel to the west line of said Northwest Quarter (NW ¼) a distance of Two Hundred Eight and Seven Tenths (208.7) feet; thence running easterly and parallel to the south line of said Northwest Quarter (NW ¼) a distance of Nine Hundred Ninety Three and Six Tenths (993.6) feet; thence running northerly and parallel to the west line of said Northwest Quarter (NW ¼) a distance of Sixteen and Three Tenths (16.3) feet; thence running northeasterly and parallel with	\$151,671.10

		the northerly right-of-way line of the Union Pacific Railroad R.O.W. a distance of One Thousand Eight Hundred Eighty Five and Six Tenths (1,885.6) feet to a point on the east line of said Northwest Quarter (NW ¼); thence running northerly along and upon the east line of said Northwest Quarter (NW ¼) a distance of One Thousand Four Hundred Ninety Seven and Four Tenths (1,497.4) feet to the northeast corner of said Northwest Quarter (NW ¼); thence running westerly along and upon the north line of said Northwest Quarter (NW ¼) a distance of One Thousand Two Hundred Eighty and Forty Five hundredths (1,280.45) feet; thence deflecting left 90°35'40" and running southerly a distance of Nine Hundred Fifty Two and Three Tenths (952.3) feet; thence deflecting right 88°47'40" and running westerly a distance of One Thousand Three Hundred Seventy Seven and Three Tenths (1,377.3) feet to a point on the west line of said Northwest Quarter (NW ¼); thence running southerly along and upon the west line of said Northwest Quarter (NW ¼) a distance of One Thousand Six Hundred Seventy Nine and Thirteen Hundredths (1,679.13) feet to the point of beginning (containing 101.128 acres, more or less).	
400159155	Glenn H. Schwarz Glenn H. Schwarz Revocable Trust Dated July 21, 2004	All that part of the Easterly Seventy Acres (70A) of North Half of the Northeast Quarter (N ½ NE ¼) of Section 26 in Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, including Lots 17, 18 19, 20, 41, 42, 43, 44 and the Westerly One Half of Lots 16, 21, 40 & 45 of Person's Subdivision in such North Half of the Northeast Quarter lying north and west of the tract conveyed to the State of Nebraska for new Highway 30 as described in Book 136 on Page 307 of Deeds, Hall County, Nebraska, and excepting a tract of land conveyed to Howard E. Stearns and recorded in Book 155, Page 225 of the Deed Records of Hall County, Nebraska, also excepting a tract of land now known as Schuele Subdivision.	\$ 49,959.53
400151049	Casey's Retail Company, an Iowa Company	A tract of land comprising a part of the Southwest Quarter of the Northeast Quarter of Section 26, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the northwest corner of said Southwest Quarter (SW ¼) of the Northeast Quarter, thence easterly along the north line of said Southwest Quarter of the Northeast Quarter, a distance of 594.34 feet, to the northwesterly right-of-way line of the Union Pacific Railroad Company; thence southwesterly along said railroad right-of-way line, a distance of 693.85 feet, to the west line of said Northeast Quarter; thence northerly along the west line of said Northeast Quarter, a distance of 366.54 feet to the place of beginning.	\$ 13,529.16

RESOLUTION NO. _____ (Cont.)

400151073	Dustin J Mahlbach & Ashley M Mahlbach	A tract of land in the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point 33' east and 113' north of the southwest corner of the SW ¼ NW ¼ of said Section 26, said point being the place of beginning, running thence north a distance of 95' on a line parallel to the west line of Section 26; thence running east at right angles a distance of 417' on a line parallel to the south line of the SW ¼ NW ¼, above described; thence running south at right angles a distance of 95' on a line parallel to the west line of Section 26; thence running west at right angles a distance of 417' on a line parallel to the south line of the SW ¼ NW ¼, above described to the point of beginning.	\$ 4,809.52
400151065	Darrell L Johnson & Linda K Johnson	A tract of land situated in the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 26, in Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska more particularly described as follows: Beginning at a point on the east-west one-half section line thru said Section 26, said point being 33.0 feet east of the one-quarter section corner on the west side of said Section 26; running thence east along and upon said one-half section line thru said Section 26, a distance of 417.4 feet, running thence north parallel with the west line of said Section 26, a distance of 209.7 feet, running thence west parallel with the said one-half section line thru said Section 26, a distance of 417.4 feet; running south parallel with the west line of said Section 26, a distance of 208.7 feet to the point of beginning, Hall County, Nebraska, excepting a certain tract therefrom as recorded in survivorship warranty deed recorded in Book 159, Page 127, in the Register of Deeds Office, Hall County, Nebraska.	\$ 5,764.43
400151103	Gerald W Poels	<p>A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6th P.M., Hall County, Nebraska, said tract being more particularly described as follows: With reference to the southwest corner of said NW 1/4; thence running S89°55'55"E for 818.48 feet to the actual point of beginning; thence N00°09'04"W for 208.60 feet; thence N89°51'08"W for 367.36 feet; thence S00°04'41"W for 208.68 feet; thence S89°51'56"E for 368.20 feet to the point of beginning, the west line of said NW ¼ assumed S00°00'00"E in direction.</p> <p>and</p> <p>A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section Twenty Six (26), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, said tract being more particularly described as follows: With reference to the southwest corner of said NW ¼; thence running S89°55'55"E for 818.48 feet to the actual point of beginning; thence S89°55'02"E for 208.68 feet; thence N00°00'27"W for 208.58 feet; thence N89°54'34"W for 209.19 feet; thence S00°09'04"E for 208.60 feet to the point of beginning, the west line of said NW ¼ assumed S00°00'00"E in direction.</p>	\$ 14,530.36

RESOLUTION NO. _____ (Cont.)

400151634	James S Reed & Precious A Reed	Lot One (1), Bick's Second Subdivision to the City of Grand Island, Hall County, Nebraska	\$2,816.28
400460580	Destiny Church, Assembly of God of Grand Island, Nebraska	Lot One (1), Bick's Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska	\$6,231.73
400151642	Guillerma A DeLeon & Guillermo R DeLeon	Lot Two (2), Bick's Fourth Subdivision, Grand Island, Hall County, Nebraska	\$3,742.41
400151111	Leighton E Lanka	Lot One (1), Lanka Green Acres Subdivision, City of Grand Island, Hall County, Nebraska	\$7,866.57
400396173	Leighton E Lanka	Lot Two (2), Lanka Green Acres Subdivision, City of Grand Island, Hall County, Nebraska	\$3,177.48
400151057	John Sears	A tract of land comprising a part of the NW ¼ of Section 26, in Township 11 North, Range 10, West of the 6 th P.M., in Hall County, Nebraska, and described as follows: From a point where the north right-of-way line of the Union Pacific Railroad Company intersects the east line of said NW ¼ of Section 26, running thence southwesterly upon the north right-of-way line of the Union Pacific Railroad Company for a distance of 675.00 feet, to the actual point of beginning, running thence north parallel to the east line of said NW ¼ 225.00 feet running thence southwesterly parallel with the north right-of-way line of the Union Pacific Railroad Company, a distance of 225.00 feet, running thence south parallel to the east line of said NW ¼, 225.00 feet, to a point on the north right-of-way line of the Union Pacific Railroad Company, running thence northeasterly upon said north right-of-way line of the Union Pacific Railroad Company, a distance of 225.00 feet, to the point of beginning.	\$5,396.76
400151138	Ralph L Lucas & Ramona L Lucas	A certain part of the Northwest Quarter (NW ¼) of Section 26, in Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows, to-wit: From a point where the north right-of-way line of the Union Pacific Railroad Company intersects the east line of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10, West of the 6 th P.M., running thence southwesterly along and upon the north right-of-way line of the Union Pacific Railroad Company, for a distance of 450.0 feet to the actual point of beginning, running thence north parallel to the east line of said Northwest Quarter (NW ¼) of said Section 26, 225.0 feet, running thence southwesterly parallel to the north right-of-way line of the Union Pacific Railroad Company, for a distance of 225.0 feet, running thence south parallel to the east line of the Northwest Quarter (NW ¼) of said Section 26, 225.0 feet to a point on the north right-of-way line of the Union Pacific Railroad Company, running thence northeasterly along and upon the north right-of-way line of the Union Pacific Railroad Company, a distance of 225.0 feet to the point of beginning.	\$5,382.09

RESOLUTION NO. _____ (Cont.)

400151162	Joseph H Ewoldt	A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at a point on the northerly right-of-way line of the Union Pacific Railroad Company, said point being Two Hundred Twenty-Five (225.0) feet southwesterly from the intersection of said right-of-way line with the east line of said Northwest Quarter (NW ¼); thence northerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet; thence southwesterly parallel to said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet; thence southerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet, to said right-of-way line; thence northeasterly along said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet to the place of beginning.	\$2,491.01
400151154	Linda M Clark	A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M. in Hall County, Nebraska, more particularly described as follows: beginning at a point on the northerly right-of-way line of the Union Pacific Railroad Company, said point being Two Hundred Twenty Five (225.0) feet southwesterly from the intersection of said right-of-way line with the east line of said Northwest Quarter (NW ¼); thence northerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty Five (225.0) feet; thence southwesterly parallel to said right-of-way line, distance of One Hundred Twelve and Five Tenths (112.5) feet; thence southerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet, to said right-of-way line; thence northeasterly along said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet to the place of beginning. Also known as: Lots One (1) and Two (2), C & E Subdivision, in the City of Grand Island, Hall County, Nebraska.	\$2,886.94
400151146	Jesus Guerrero and Diana L Rodriguez	Part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as: Beginning at a point where the east line of the Northwest Quarter (NW ¼) of said Section 26, Township 11 North, Range 10 West of the 6 th P.M. intersects the north right-of-way line of the U.P.R.R. Co. which point is Nine Hundred Eighty Seven and One Tenth (987.1) feet north of the southeast corner of the Northwest Quarter (NW ¼) of said Section 26, running thence north along the east line of the Northwest Quarter (NW ¼) of said Section 26, Two Hundred Twenty Five (225.0) feet; running thence westerly parallel with the north right-of-way of the U.P.R.R. Co. Two Hundred Twenty Five (225.0) feet; running thence south parallel to the east line of the said Northwest Quarter (NW ¼) of said Section 26 Two Hundred Twenty Five (225.0) feet to a point on the north right-of-way of the U.P.R.R. CO., thence easterly along the north right-of-way line of the U.P.R.R. Co., Two Hundred Twenty Five (225.0) feet to the actual point.	\$5,369.89

RESOLUTION NO. _____ (Cont.)

400378205	L & P Investments, LLC	Lot One (1), Elder Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska	\$23,167.36
400378221	L & P Investments, LLC	Lot Two (2), Elder Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.	\$12,339.04
400459906	H & H Self Storage, LLC	A tract of land comprising a part of the East Half of the Northeast Quarter of Section Twenty-Seven (27), Township Eleven (11) North, Range Ten (10), West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the south line of the said Northeast Quarter, said point being 660.0 feet west of the southeast corner of said Northeast Quarter; thence westerly along the south line of said Northeast Quarter, a distance of 662.62 feet to the southwest corner of said East Half of the Northeast Quarter, thence northerly along the west line of said East Half of the Northeast Quarter, a distance of 1,319.92 feet; thence deflecting right 88°22'50" and running easterly, a distance of 660.3 feet; thence deflecting right 91°30'23" and running southerly, a distance of 1,334.4 feet to the place of beginning.	\$89,778.50
400201267	Gary P Rowe	A tract of land comprising a part of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said Northeast Quarter (NE ¼); thence westerly along the south line of said Northeast Quarter (NE ¼) a distance of Six Hundred Sixty (660.0) feet; thence northerly parallel to the east line of said Northeast Quarter (NE ¼) a distance of Two Thousand One and Fifty-Six Hundredths (2,001.56) feet; thence easterly along a line Six Hundred Sixty (660.0) feet south of and parallel to the north line of said Northeast Quarter (NE ¼) a distance of Three Hundred Thirty (330.0) feet; thence southerly along a line Three Hundred Thirty (330.0) feet west of and parallel to the east line of said Northeast Quarter (NE ¼) a distance of One Thousand Five Hundred Eight-Seven and Thirty Five Hundredths (1,587.35) feet; thence deflecting left 90°10'30" and running easterly a distance of Three Hundred Thirty (330.0) feet, to the east line of said Northeast Quarter (NE ¼); thence southerly along the east line of said Northeast Quarter (NE ¼) a distance of Four Hundred Twenty and Thirty Five Hundredths (420.35) feet to the place of beginning, excepting Lots One (1) and Two (2) in Rowe Subdivision, Hall County, Nebraska.	\$25,411.99
400201240	Lonnie J Nunnenkamp aka Lonny J Nunnenkamp and Carla Grabau-Nunnenkamp; Lonnie J Nunnenkamp Revocable Trust and Carla D Grabau-Nunnenkamp Revocable Trust	A tract of land located in the East Half (E ½) of the Northeast Quarter (NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Commencing at a point on the east line of the Northeast Quarter (NE ¼) of Section 27, said point being 1,553.60 feet south of the northeast corner of Section 27; thence southerly a distance of 701.25 feet; thence west a distance of 330.0 feet; thence north a distance of 701.25 feet; thence east a distance of 330.0 feet to the place of beginning.	\$24,570.28

RESOLUTION NO. _____ (Cont.)

400201267	Gary P Rowe	A tract of land comprising a part of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said Northeast Quarter (NE ¼); thence westerly along the south line of said Northeast Quarter (NE ¼) a distance of Six Hundred Sixty (660.0) feet; thence northerly parallel to the east line of said Northeast Quarter (NE ¼) a distance of Two Thousand One and Fifty Six Hundredths (2,001.56) feet; thence easterly along a line Six Hundred Sixty (660.0) feet south of and parallel to the north line of said Northeast Quarter (NE ¼) a distance of Three Hundred Thirty (330.0) feet; thence southerly along a line Three Hundred Thirty (330.0) feet west of and parallel to the east line of said Northeast Quarter (NE ¼) a distance of One Thousand Five Hundred Eighty-Seven and Thirty Five Hundredths (1,587.35) feet; thence deflective left 90°10'30" and running easterly a distance of Three Hundred Thirty (330.0) feet, to the east line of said Northeast Quarter (NE ¼); thence southerly along the east line of said Northeast Quarter (NE ¼) a distance of Four Hundred Twenty and Thirty Five Hundredths (420.35) feet to the place of beginning, excepting Lots One (1) and Two (2) in Rowe Subdivision, Hall County, Nebraska.	\$14,398.19
400204118	Daniel R Garner	Lot Two (2), in Rowe Subdivision, Hall County, Nebraska.	\$7,731.83
400204096	Daniel R Garner	Lot One (1), in Rowe Subdivision, Hall County, Nebraska.	\$4,904.15
400151294	Ascentia	A tract of land comprising a part of the Southeast Quarter (SE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the northeast corner of the Southeast Quarter (SE ¼) of said Section 27; thence southerly along the east line of said Section 27, a distance of Six Hundred Twenty Five and Ninety Three Hundredths (625.93) feet, to the northerly right-of-way line of the Union Pacific Railroad; thence southwesterly along said right-of-way line, a distance of Nine Hundred Sixty One and Twenty Four Hundredths (961.24) feet; thence northwesterly perpendicular to said right-of-way line, a distance of Six Hundred Three and Sixty Five Hundredths (603.65) feet; thence northerly parallel to the east line of said Section 27 a distance of Sixty Nine and Eighty Five Hundredths (69.85) feet; thence running westerly a distance of Fifteen Hundred Ten and Ninety Five Hundredths (1,510.95) feet to a point on the west line of said Southeast Quarter (SE ¼), said point being Sixteen Hundred Eighty Seven and Twenty Six Hundredths (1,687.26) feet North of said U.P.R.R. right-of-way line; thence northerly along said west line of said Southeast Quarter (SE ¼) a distance of Five Hundred Thirty One (531.0) feet, to the northwest corner of said Southeast Quarter (SE ¼) thence easterly along the north line of said Southeast Quarter (SE ¼) a distance of Two Thousand Six Hundred Forty Five and Ninety Five Hundredths (2,645.95) feet to the place of beginning.	\$219,140.71
			\$707,067.31

RESOLUTION NO. _____ (Cont.)

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

DRAFT

RESOLUTION 2018-BE-9

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$707,067.31, with benefits accruing to the real estate in such district to be the total sum of \$707,067.31; and

Such benefits are based on Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension at the adjacent property and are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension, such benefits are the sums set opposite the description as follows:

Parcel No.	Owner	Legal Description	Tap Connection Fee
400201186	Shafer & Hartman Farms, LLC	An undivided one-half (1/2) interest in and to a tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska and more particularly described as follows: Beginning at the southwest corner of said Northwest Quarter (NW ¼); thence running easterly along the south line of said Northwest Quarter (NW ¼) a distance of Thirty Three (33) feet; thence running northerly and parallel to the west line of said Northwest Quarter (NW ¼) a distance of Two Hundred Eight and Seven Tenths (208.7) feet; thence running easterly and parallel to the south line of said Northwest Quarter (NW ¼) a distance of Nine Hundred Ninety Three and Six Tenths (993.6) feet; thence running northerly and parallel to the west line of said Northwest Quarter (NW ¼) a distance of Sixteen and Three Tenths (16.3) feet; thence running northeasterly and parallel with the northerly right-of-way line of the Union Pacific Railroad R.O.W. a distance of One Thousand Eight Hundred Eighty Five and Six Tenths (1,885.6) feet to a point on the east line of said Northwest Quarter (NW ¼); thence running northerly along and upon the east line of said Northwest Quarter (NW ¼) a distance of One Thousand Four Hundred Ninety Seven and Four Tenths (1,497.4) feet to the northeast corner of said Northwest Quarter (NW ¼); thence running westerly along and upon the north line of said Northwest Quarter (NW ¼) a distance of One Thousand Two Hundred Eighty and Forty Five hundredths (1,280.45) feet; thence deflecting left 90°35'40" and running southerly a distance of Nine Hundred Fifty Two and Three Tenths (952.3) feet; thence deflecting right 88°47'40" and running westerly a distance of One Thousand Three Hundred Seventy Seven and Three Tenths (1,377.3) feet to a point on the west line of said Northwest Quarter (NW ¼); thence running southerly along and upon the west line of said Northwest Quarter (NW ¼) a distance of One Thousand Six Hundred Seventy Nine and Thirteen Hundredths	\$151,671.10

Approved as to Form ☐ _____
November 30, 2018 ☐ City Attorney

		(1,679.13) feet to the point of beginning (containing 101.128 acres, more or less).	
400159155	Glenn H. Schwarz Glenn H. Schwarz Revocable Trust Dated July 21, 2004	All that part of the Easterly Seventy Acres (70A) of North Half of the Northeast Quarter (N ½ NE ¼) of Section 26 in Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, including Lots 17, 18 19, 20, 41, 42, 43, 44 and the Westerly One Half of Lots 16, 21, 40 & 45 of Person's Subdivision in such North Half of the Northeast Quarter lying north and west of the tract conveyed to the State of Nebraska for new Highway 30 as described in Book 136 on Page 307 of Deeds, Hall County, Nebraska, and excepting a tract of land conveyed to Howard E. Stearns and recorded in Book 155, Page 225 of the Deed Records of Hall County, Nebraska, also excepting a tract of land now known as Schuele Subdivision.	\$ 49,959.53
400151049	Casey's Retail Company, an Iowa Company	A tract of land comprising a part of the Southwest Quarter of the Northeast Quarter of Section 26, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the northwest corner of said Southwest Quarter (SW ¼) of the Northeast Quarter, thence easterly along the north line of said Southwest Quarter of the Northeast Quarter, a distance of 594.34 feet, to the northwesterly right-of-way line of the Union Pacific Railroad Company; thence southwesterly along said railroad right-of-way line, a distance of 693.85 feet, to the west line of said Northeast Quarter; thence northerly along the west line of said Northeast Quarter, a distance of 366.54 feet to the place of beginning.	\$ 13,529.16
400151073	Dustin J Mahlbach & Ashley M Mahlbach	A tract of land in the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point 33' east and 113' north of the southwest corner of the SW ¼ NW ¼ of said Section 26, said point being the place of beginning, running thence north a distance of 95' on a line parallel to the west line of Section 26; thence running east at right angles a distance of 417' on a line parallel to the south line of the SW ¼ NW ¼, above described; thence running south at right angles a distance of 95' on a line parallel to the west line of Section 26; thence running west at right angles a distance of 417' on a line parallel to the south line of the SW ¼ NW ¼, above described to the point of beginning.	\$ 4,809.52
400151065	Darrell L Johnson & Linda K Johnson	A tract of land situated in the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 26, in Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska more particularly described as follows: Beginning at a point on the east-west one-half section line thru said Section 26, said point being 33.0 feet east of the one-quarter section corner on the west side of said Section 26; running thence east along and upon said one-half section line thru said Section 26, a distance of 417.4 feet, running thence north parallel with the west line of said Section 26, a distance of 209.7 feet, running thence west parallel with the said one-half section line thru said Section 26, a distance of 417.4 feet; running south parallel with the west line of said Section 26, a distance of 208.7 feet to the point of beginning, Hall County, Nebraska, excepting a certain tract therefrom as recorded in survivorship warranty deed recorded in Book	\$ 5,764.43

		159, Page 127, in the Register of Deeds Office, Hall County, Nebraska.	
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400151103	Gerald W Poels	<p>A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6th P.M., Hall County, Nebraska, said tract being more particularly described as follows: With reference to the southwest corner of said NW 1/4; thence running S89°55'55"E for 818.48 feet to the actual point of beginning; thence N00°09'04"W for 208.60 feet; thence N89°51'08"W for 367.36 feet; thence S00°04'41"W for 208.68 feet; thence S89°51'56"E for 368.20 feet to the point of beginning, the west line of said NW ¼ assumed S00°00'00"E in direction.</p> <p style="text-align: center;">and</p> <p>A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section Twenty Six (26), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, said tract being more particularly described as follows: With reference to the southwest corner of said NW ¼; thence running S89°55'55"E for 818.48 feet to the actual point of beginning; thence S89°55'02"E for 208.68 feet; thence N00°00'27"W for 208.58 feet; thence N89°54'34"W for 209.19 feet; thence S00°09'04"E for 208.60 feet to the point of beginning, the west line of said NW ¼ assumed S00°00'00"E in direction.</p>	\$ 14,530.36
400151634	James S Reed & Precious A Reed	Lot One (1), Bick's Second Subdivision to the City of Grand Island, Hall County, Nebraska	\$2,816.28
400460580	Destiny Church, Assembly of God of Grand Island, Nebraska	Lot One (1), Bick's Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska	\$6,231.73
400151642	Guillerma A DeLeon & Guillermo R DeLeon	Lot Two (2), Bick's Fourth Subdivision, Grand Island, Hall County, Nebraska	\$3,742.41
400151111	Leighton E Lanka	Lot One (1), Lanka Green Acres Subdivision, City of Grand Island, Hall County, Nebraska	\$7,866.57
400396173	Leighton E Lanka	Lot Two (2), Lanka Green Acres Subdivision, City of Grand Island, Hall County, Nebraska	\$3,177.48
400151057	John Sears	A tract of land comprising a part of the NW ¼ of Section 26, in Township 11 North, Range 10, West of the 6 th P.M., in Hall County, Nebraska, and described as follows: From a point where the north right-of-way line of the Union Pacific Railroad Company intersects the east line of said NW ¼ of Section 26, running thence southwesterly upon the north right-of-way line of the Union Pacific Railroad Company for a distance of 675.00 feet, to the actual point of beginning, running thence north parallel to the east line of said NW ¼ 225.00 feet running thence southwesterly parallel with the north right-of-way line of the Union Pacific Railroad Company, a distance of 225.00 feet, running thence south parallel to the east line of said NW ¼, 225.00 feet, to a point on the north right-of-way line of the Union Pacific Railroad Company, running thence northeasterly upon said north right-of-way line of the Union Pacific Railroad Company, a distance of 225.00 feet, to the point of beginning.	\$5,396.76
400151138	Ralph L Lucas & Ramona L Lucas	A certain part of the Northwest Quarter (NW ¼) of Section 26, in Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly	\$5,382.09

		described as follows, to-wit: From a point where the north right-of-way line of the Union Pacific Railroad Company intersects the east line of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10, West of the 6 th P.M., running thence southwesterly along and upon the north right-of-way line of the Union Pacific Railroad Company, for a distance of 450.0 feet to the actual point of beginning, running thence north parallel to the east line of said Northwest Quarter (NW ¼) of said Section 26, 225.0 feet, running thence southwesterly parallel to the north right-of-way line of the Union Pacific Railroad Company, for a distance of 225.0 feet, running thence south parallel to the east line of the Northwest Quarter (NW ¼) of said Section 26, 225.0 feet to a point on the north right-of-way line of the Union Pacific Railroad Company, running thence northeasterly along and upon the north right-of-way line of the Union Pacific Railroad Company, a distance of 225.0 feet to the point of beginning.	
400151162	Joseph H Ewoldt	A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at a point on the northerly right-of-way line of the Union Pacific Railroad Company, said point being Two Hundred Twenty-Five (225.0) feet southwesterly from the intersection of said right-of-way line with the east line of said Northwest Quarter (NW ¼); thence northerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet; thence southwesterly parallel to said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet; thence southerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet, to said right-of-way line; thence northeasterly along said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet to the place of beginning.	\$2,491.01
400151154	Linda M Clark	A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M. in Hall County, Nebraska, more particularly described as follows: beginning at a point on the northerly right-of-way line of the Union Pacific Railroad Company, said point being Two Hundred Twenty Five (225.0) feet southwesterly from the intersection of said right-of-way line with the east line of said Northwest Quarter (NW ¼); thence northerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty Five (225.0) feet; thence southwesterly parallel to said right-of-way line, distance of One Hundred Twelve and Five Tenths (112.5) feet; thence southerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet, to said right-of-way line; thence northeasterly along said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet to the place of beginning. Also known as: Lots One (1) and Two (2), C & E Subdivision, in the City of Grand Island, Hall County, Nebraska.	\$2,886.94
400151146	Jesus Guerrero and	Part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall	\$5,369.89

	Diana L Rodriguez	County, Nebraska, more particularly described as: Beginning at a point where the east line of the Northwest Quarter (NW ¼) of said Section 26, Township 11 North, Range 10 West of the 6 th P.M. intersects the north right-of-way line of the U.P.R.R. Co. which point is Nine Hundred Eighty Seven and One Tenth (987.1) feet north of the southeast corner of the Northwest Quarter (NW ¼) of said Section 26, running thence north along the east line of the Northwest Quarter (NW ¼) of said Section 26, Two Hundred Twenty Five (225.0) feet; running thence westerly parallel with the north right-of-way of the U.P.R.R. Co. Two Hundred Twenty Five (225.0) feet; running thence south parallel to the east line of the said Northwest Quarter (NW ¼) of said Section 26 Two Hundred Twenty Five (225.0) feet to a point on the north right-of-way of the U.P.R.R. CO., thence easterly along the north right-of-way line of the U.P.R.R. Co., Two Hundred Twenty Five (225.0) feet to the actual point.	
400378205	L & P Investments, LLC	Lot One (1), Elder Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska	\$23,167.36
400378221	L & P Investments, LLC	Lot Two (2), Elder Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.	\$12,339.04
400459906	H & H Self Storage, LLC	A tract of land comprising a part of the East Half of the Northeast Quarter of Section Twenty-Seven (27), Township Eleven (11) North, Range Ten (10), West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the south line of the said Northeast Quarter, said point being 660.0 feet west of the southeast corner of said Northeast Quarter; thence westerly along the south line of said Northeast Quarter, a distance of 662.62 feet to the southwest corner of said East Half of the Northeast Quarter, thence northerly along the west line of said East Half of the Northeast Quarter, a distance of 1,319.92 feet; thence deflecting right 88°22'50" and running easterly, a distance of 660.3 feet; thence deflecting right 91°30'23" and running southerly, a distance of 1,334.4 feet to the place of beginning.	\$89,778.50
400201267	Gary P Rowe	A tract of land comprising a part of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said Northeast Quarter (NE ¼); thence westerly along the south line of said Northeast Quarter (NE ¼) a distance of Six Hundred Sixty (660.0) feet; thence northerly parallel to the east line of said Northeast Quarter (NE ¼) a distance of Two Thousand One and Fifty-Six Hundredths (2,001.56) feet; thence easterly along a line Six Hundred Sixty (660.0) feet south of and parallel to the north line of said Northeast Quarter (NE ¼) a distance of Three Hundred Thirty (330.0) feet; thence southerly along a line Three Hundred Thirty (330.0) feet west of and parallel to the east line of said Northeast Quarter (NE ¼) a distance of One Thousand Five Hundred Eight-Seven and Thirty Five Hundredths (1,587.35) feet; thence deflecting left 90°10'30" and running easterly a distance of Three Hundred Thirty (330.0) feet, to the east line of said Northeast Quarter (NE ¼); thence southerly along the east line of said Northeast Quarter (NE ¼) a distance of Four Hundred Twenty and Thirty Five Hundredths (420.35) feet to the place of beginning, excepting Lots	\$25,411.99

		One (1) and Two (2) in Rowe Subdivision, Hall County, Nebraska.	
400201240	Lonnie J Nunnenkamp aka Lonny J Nunnenkamp and Carla Grabau-Nunnenkamp; Lonnie J Nunnenkamp Revocable Trust and Carla D Grabau-Nunnenkamp Revocable Trust	A tract of land located in the East Half (E ½) of the Northeast Quarter (NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Commencing at a point on the east line of the Northeast Quarter (NE ¼) of Section 27, said point being 1,553.60 feet south of the northeast corner of Section 27; thence southerly a distance of 701.25 feet; thence west a distance of 330.0 feet; thence north a distance of 701.25 feet; thence east a distance of 330.0 feet to the place of beginning.	\$24,570.28
400201267	Gary P Rowe	A tract of land comprising a part of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said Northeast Quarter (NE ¼); thence westerly along the south line of said Northeast Quarter (NE ¼) a distance of Six Hundred Sixty (660.0) feet; thence northerly parallel to the east line of said Northeast Quarter (NE ¼) a distance of Two Thousand One and Fifty Six Hundredths (2,001.56) feet; thence easterly along a line Six Hundred Sixty (660.0) feet south of and parallel to the north line of said Northeast Quarter (NE ¼) a distance of Three Hundred Thirty (330.0) feet; thence southerly along a line Three Hundred Thirty (330.0) feet west of and parallel to the east line of said Northeast Quarter (NE ¼) a distance of One Thousand Five Hundred Eighty-Seven and Thirty Five Hundredths (1,587.35) feet; thence deflective left 90°10'30" and running easterly a distance of Three Hundred Thirty (330.0) feet, to the east line of said Northeast Quarter (NE ¼); thence southerly along the east line of said Northeast Quarter (NE ¼) a distance of Four Hundred Twenty and Thirty Five Hundredths (420.35) feet to the place of beginning, excepting Lots One (1) and Two (2) in Rowe Subdivision, Hall County, Nebraska.	\$14,398.19
400204118	Daniel R Garner	Lot Two (2), in Rowe Subdivision, Hall County, Nebraska.	\$7,731.83
400204096	Daniel R Garner	Lot One (1), in Rowe Subdivision, Hall County, Nebraska.	\$4,904.15
400151294	Ascentia	A tract of land comprising a part of the Southeast Quarter (SE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the northeast corner of the Southeast Quarter (SE ¼) of said Section 27; thence southerly along the east line of said Section 27, a distance of Six Hundred Twenty Five and Ninety Three Hundredths (625.93) feet, to the northerly right-of-way line of the Union Pacific Railroad; thence southwesterly along said right-of-way line, a distance of Nine Hundred Sixty One and Twenty Four Hundredths (961.24) feet; thence northwesterly perpendicular to said right-of-way line, a distance of Six Hundred Three and Sixty Five Hundredths (603.65) feet; thence northerly parallel to the east line of said Section 27 a distance of Sixty Nine and Eighty Five Hundredths (69.85) feet; thence running westerly a distance of Fifteen Hundred Ten and Ninety Five Hundredths (1,510.95) feet to a point on the west line of said Southeast Quarter (SE ¼),	\$219,140.71

		said point being Sixteen Hundred Eighty Seven and Twenty Six Hundredths (1,687.26) feet North of said U.P.R.R. right-of-way line; thence northerly along said west line of said Southeast Quarter (SE ¼) a distance of Five Hundred Thirty One (531.0) feet, to the northwest corner of said Southeast Quarter (SE ¼) thence easterly along the north line of said Southeast Quarter (SE ¼) a distance of Two Thousand Six Hundred Forty Five and Ninety Five Hundredths (2,645.95) feet to the place of beginning.	
			\$707,067.31

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the sanitary sewer. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement in Section 26-11-10; Northeast Corner of Husker Highway & Engleman Road (Indianhead Golf Club, LLC)

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 20, 2018

Subject: Public Hearing on Acquisition of Utility Easement in Section 26-11-10; Northeast Corner of Husker Highway & Engleman Road (Indianhead Golf Club, LLC)

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing be conducted with the acquisition approved by the City Council. The easement will aid in providing utilities to the area north of Husker Highway and east of Engleman Road.

Discussion

The easement will allow access for the construction, operation, maintenance, extension, repair, replacement, and removal of utility appurtenances within the easement. The new easement will be a total of twenty (20) feet wide on the east end of the property, as shown on the attached drawing.

Property owner is dedicating such easement to the City, with no cost involved.

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 utility easement in Section 26, Township 11, Range 10.

Sample Motion

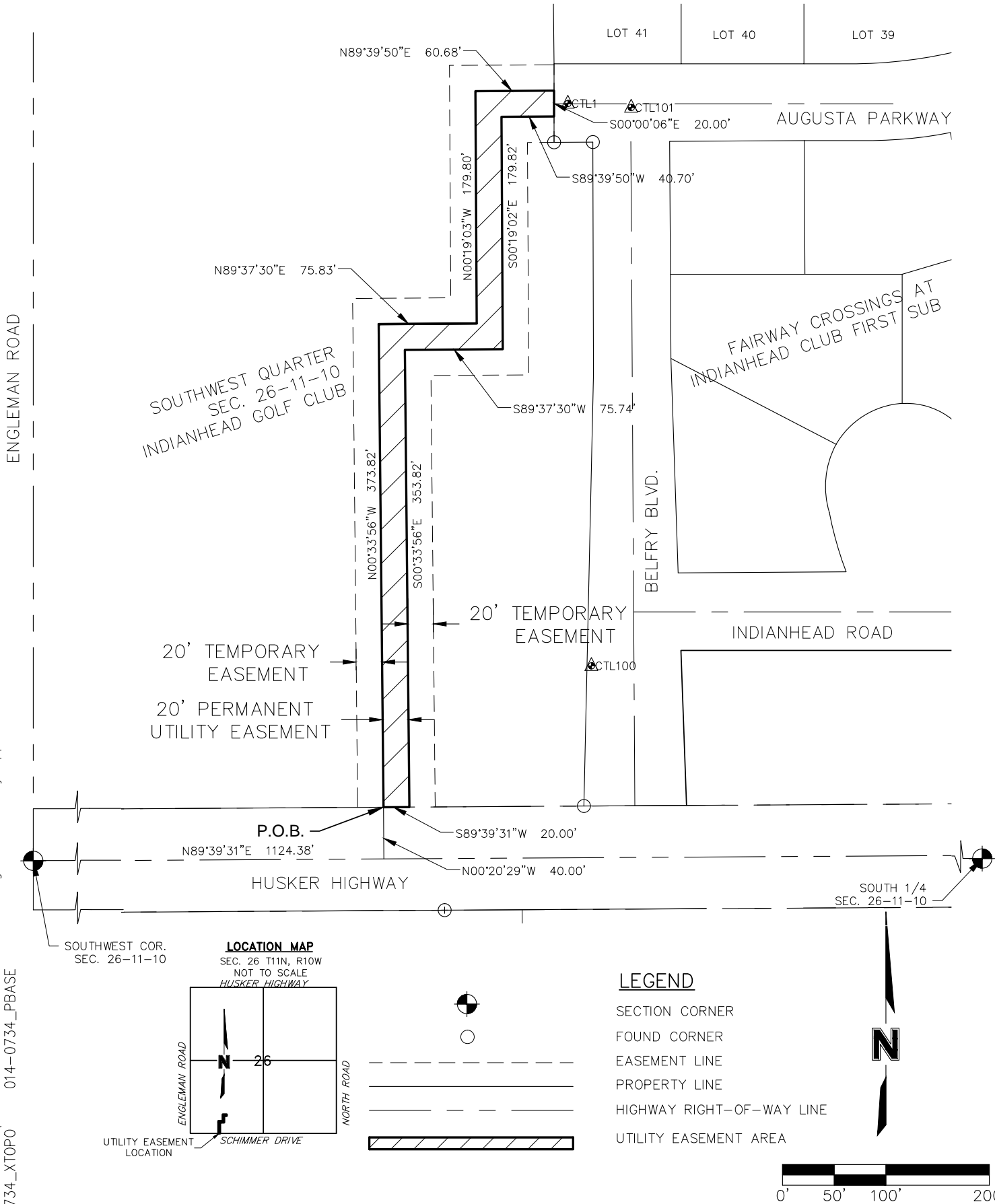
Move to approve the acquisition of the utility easement.

DWC: F:\projects\014-0734\SRVY Husker Hwy\Easements\014-0734_9-INDIAN HEAD GOLF.dwg
DATE: Apr 23, 2015 4:12pm
XREFS: 014-0734_XTOPO 014-0734_PBASE

USER: jstoppkotte

UTILITY EASEMENT

HALL COUNTY, NEBRASKA

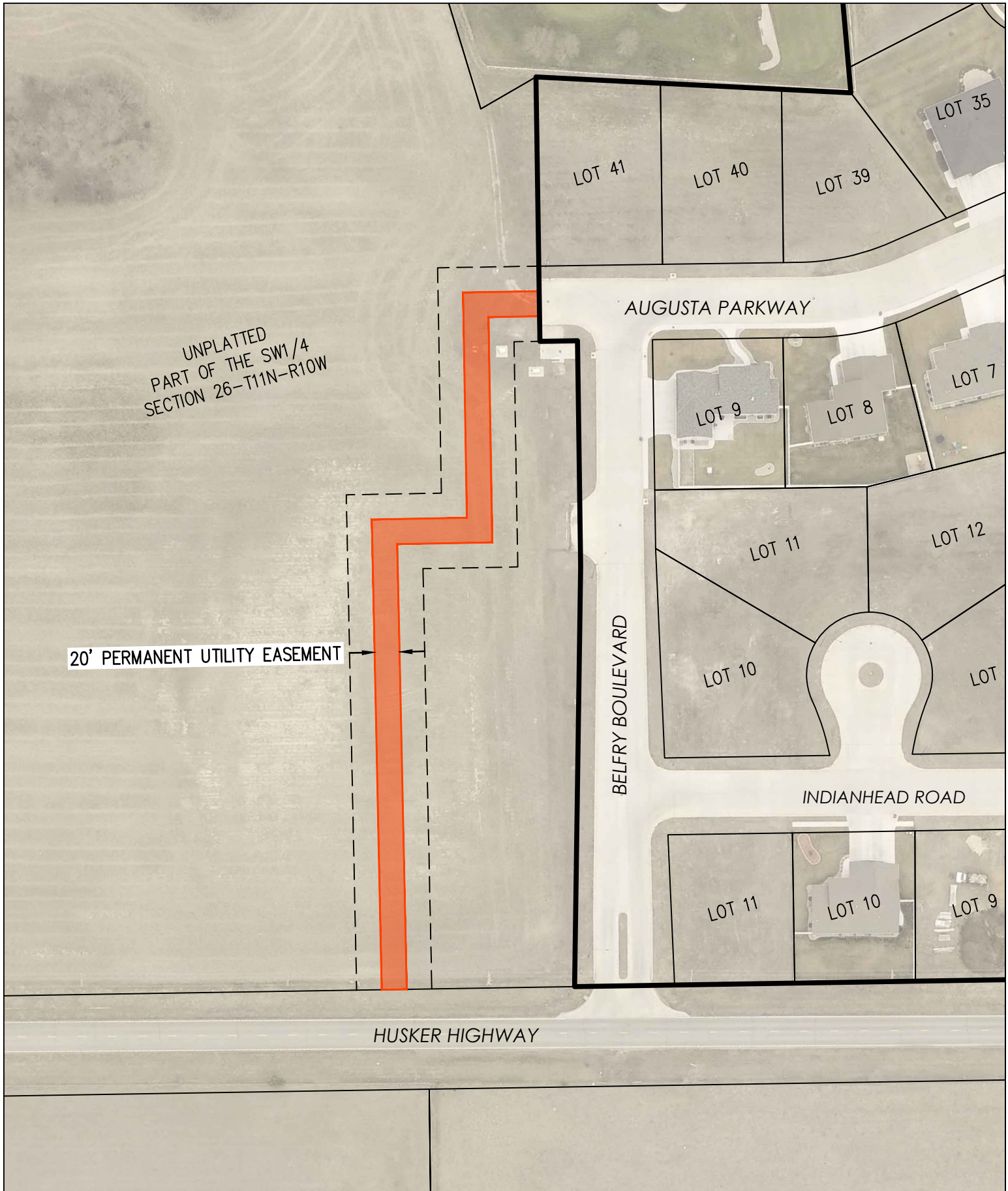


UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26-T11N-R10W; THENCE ON AN ASSUMED BEARING OF N89°39'31"E, A DISTANCE OF 1124.38 FEET TO A POINT ON THE CENTERLINE OF HUSKER HIGHWAY; THENCE N00°20'29"W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°33'56"W A DISTANCE OF 373.82 FEET; THENCE N89°37'30"E A DISTANCE OF 75.83 FEET; THENCE N00°19'03"W A DISTANCE OF 179.80 FEET; THENCE N89°39'50"E A DISTANCE OF 60.68 FEET TO A POINT ON THE WEST LINE OF FAIRWAY CROSSINGS AT INDIANHEAD CLUB 1ST SUBDIVISION; THENCE S00°00'06"E, ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE S89°39'50"W A DISTANCE OF 40.70 FEET; THENCE S00°19'02"E A DISTANCE OF 179.82 FEET; THENCE S89°37'30"W A DISTANCE OF 75.74 FEET; THENCE S00°33'56"E A DISTANCE OF 353.82 FEET TO A POINT ON THE NORTH R.O.W. LINE OF HUSKER HIGHWAY; THENCE S89°39'31"W, ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 13,770 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

PROJECT NO: 2014-0734	HUSKER HIGHWAY UTILITY EASEMENTS		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JAS				9
DATE: 03/05/2015				



DWG: J:\SUBDIVISIONS\SEC 26-11-10\EXHB_HUSKER HIGHWAY EASEMENTS\EXHB_HUSKER HIGHWAY EASEMENTS.DWG 11/29/2018 4:04:57 PM

PERMANENT UTILITY EASEMENT EXHIBIT

Grand Island

SECTION 26, TOWNSHIP 11 NORTH, RANGE 10 WEST,
GRAND ISLAND, NEBRASKA

Council Session - 12/4/2018



PUBLIC WORKS DEPARTMENT

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

PLEASE RETURN TO:
CATRINA DELOSH
PUBLIC WORKS DEPT
PO BOX 1968
GRAND ISLAND, NE 68802-1968

UTILITY EASEMENT

INDIANHEAD GOLF CLUB, LLC, OWNER herein called the Grantor, in consideration of ONE & 00/100 DOLLARS (\$1.00) and other consideration, receipt of which is hereby acknowledged, hereby grant and convey unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, State of Nebraska, herein called the Grantee, a permanent and perpetual easement to construct, operate, maintain, extend, repair, replace, and remove public utilities, including but not limited to surface markers, and other appurtenances, upon, over, along, across, in, underneath and through tracts of land in part of the Southwest Quarter (SW ¼) of Section Twenty-Six (26), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26-T11N-R10W; THENCE ON AN ASSUMED BEARING OF N89°39'31"E, A DISTANCE OF 1124.38 FEET TO A POINT ON THE CENTERLINE OF HUSKER HIGHWAY; THENCE N00°20'29"W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°33'56"W A DISTANCE OF 373.82 FEET; THENCE N89°37'30"E A DISTANCE OF 75.83 FEET; THENCE N00°19'03"W A DISTANCE OF 179.80 FEET; THENCE N89°39'50"E A DISTANCE OF 60.68 FEET TO A POINT ON THE WEST LINE OF FAIRWAY CROSSINGS AT INDIANHEAD CLUB 1ST SUBDIVISION; THENCE S00°00'06"E, ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE S89°39'50"W A DISTANCE OF

Notary Public

3 | Page
Utility Easement- Indianhead Golf Club, LLC
Section 26-11-10



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item F-1

**#9714 - Consideration of Approving Annexation of Property
Located at 2610 So. Engleman Road (Rowe Second Subdivision)
(Second Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 4, 2018

Subject: An Ordinance to include Rowe Second Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining right-of-way

Presenter(s): Chad Nabity, AICP Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limits of the City of Grand Island be annexed into the City at the time of subdivision approval.

Gary P. Rowe and Dee Rowe, husband and wife, as owners of the property submitted a plat of Rowe Second Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on November 7, 2018.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the first reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

One residential lot would be added to the City as a result of this annexation. This property is located north of North Lane (in Westwood Park Mobile Home Park) and west of Engleman Road.

Alternatives

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

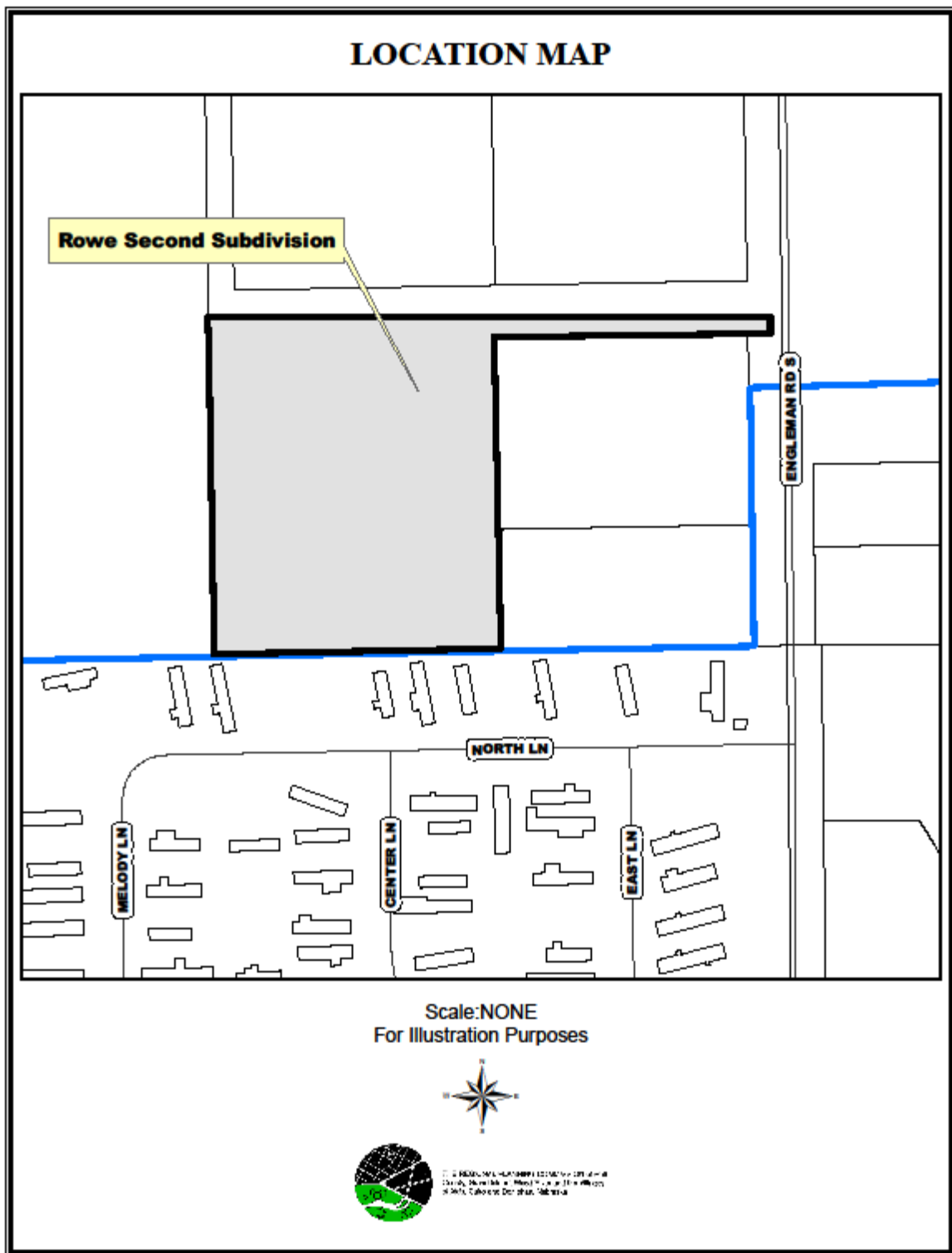
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on first reading.



Developer/Owner
Gary P. & Dee Rowe

2550 S. Engleman Road
Grand Island, NE 68803

To create 1 lot west of Engleman Road and north of U.S. Highway 30 adjacent to Grand Island, Nebraska.

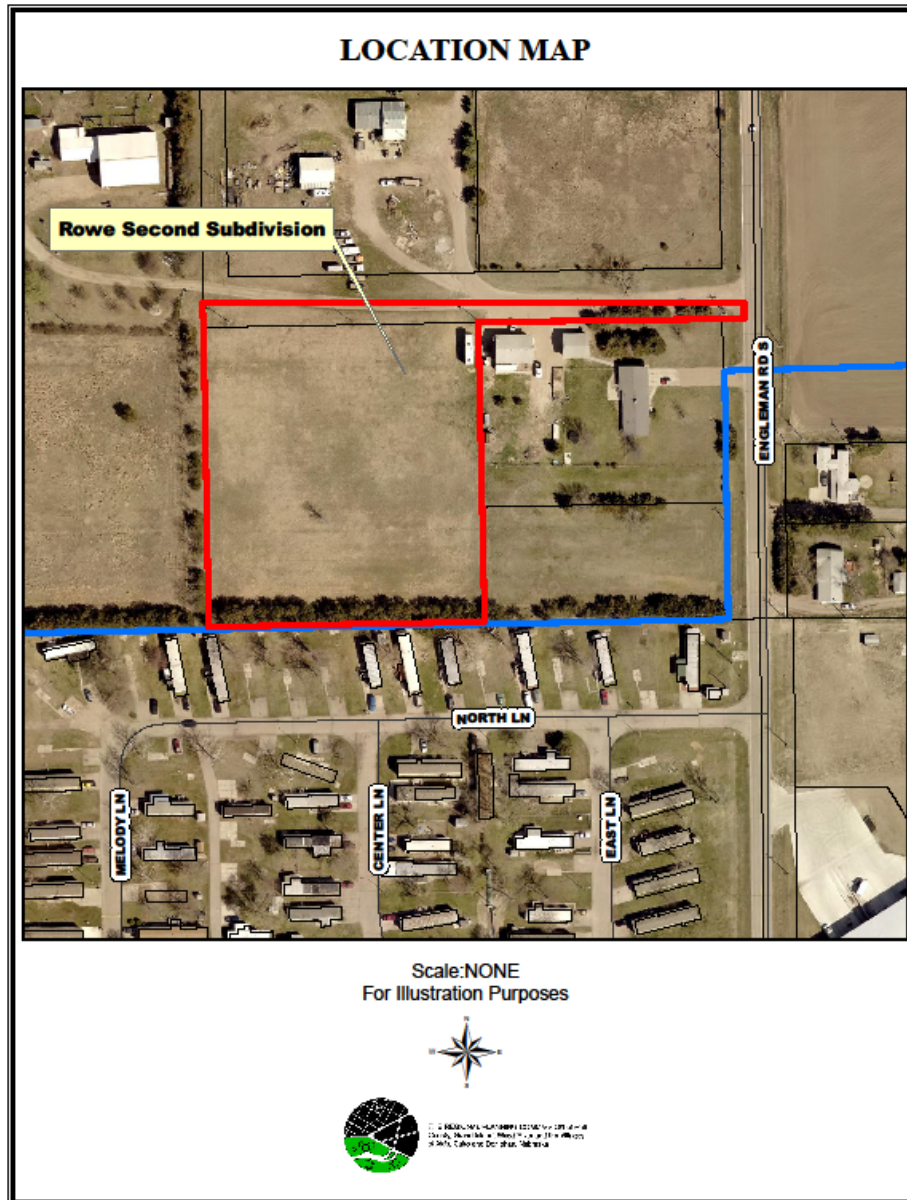
Size: 1 lot 3.1922 acres

Zoning: LLR Large Lot Residential

Road Access: Engleman Road is a City Street 24' Asphalt

Water Public: City water is available.

Sewer Public: City sewer is available.



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9715

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Rowe Second Subdivision and all adjoining right-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat and more particularly described in Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Gary P. Rowe and Dee Rowe, husband and wife, as owner of the property submitted a plat of Rowe Second Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

Approved as to Form	<input type="checkbox"/>	_____
November 30, 2018	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9715 (Cont.)

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on November 20, 2018 the City Council of the City of Grand Island held a public hearing on such annexation and approved such annexation on first reading and on December 4, 2018 approved such annexation on second reading and on December 18, 2018 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

ORDINANCE NO. 9715 (Cont.)

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

ORDINANCE NO. 9715 (Cont.)

Enacted: December 18, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

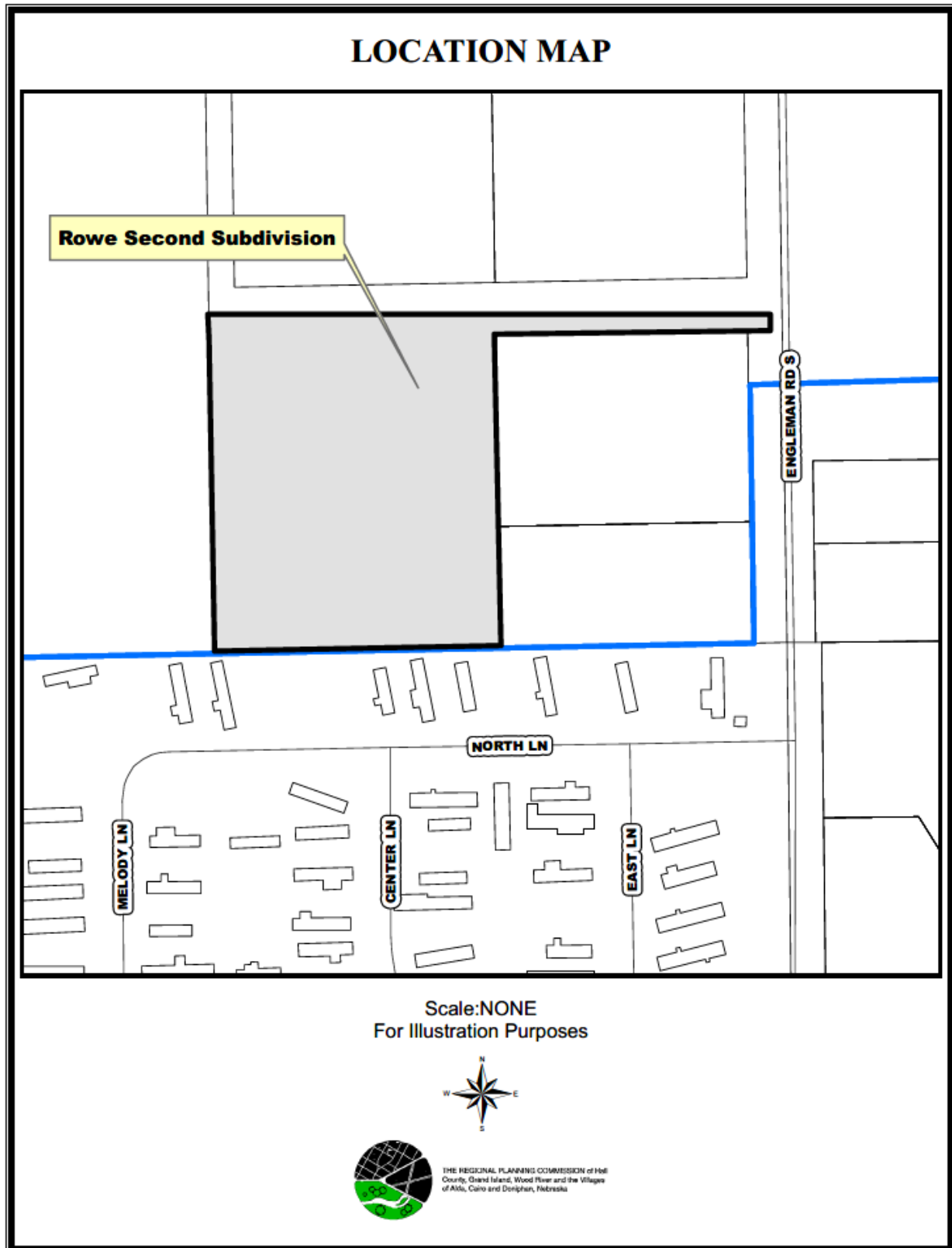
ORDINANCE NO. 9715 (Cont.)

Exhibit A

LEGAL DESCRIPTION

A tract of land comprising a part of the East Half of the Northeast Quarter (E1/2 NE1/4) of Section Twenty Seven (27), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows including all adjacent right of way adjacent to and extending there from:

First to ascertain the point of beginning, start at the southeast corner of said East Half of the Northeast Quarter (E1/2 NE1/4); thence N00°09'46"E, along and upon the east line of said East Half of the Northeast Quarter (E1/2 NE1/4), a distance of Three Hundred Ninety and Ninety Eight Hundredths (390.98) feet to the ACTUAL point of beginning; thence S89°59'41"W, a distance of Six Hundred Fifty Nine and Sixty Two Hundredths (659.62) feet; thence S00°12'31"W, a distance of Three Hundred Ninety One and Seventy Six Hundredths (391.76) feet to a point on the south line said East Half of the Northeast Quarter (E1/2 NE1/4); thence N89°55'40"E, along and upon the south line of said East Half of the Northeast Quarter (E1/2 NE1/4), a distance of Three Hundred Twenty Nine and Ninety Seven Hundredths (329.97) feet to the southwest corner of Lot One (1), Rowe Subdivision in the City of Grand Island, Hall County, Nebraska; thence N00°11'12"E, along and upon the west line of Lots One (1) and Two (2), of said Rowe Subdivision, a distance of Three Hundred Sixty One and Forty Nine Hundredths (361.49) feet to the northwest corner of Lot Two (2), of said Rowe Subdivision; thence S89°59'04"E, along and upon the north line of Lot Two (2), of said Rowe Subdivision and it's easterly prolongation, a distance of Three Hundred Twenty Nine and Eighty Two Hundredths (329.82) feet to a point on the east line of said East Half of the Northeast Quarter (E1/2 NE1/4); thence N00°09'46"E, along and upon the east line of said East Half of the Northeast Quarter (E1/2 NE1/4), a distance of Thirty (30.00) feet to a the ACTUAL point of beginning and containing 3.192 acres, more or less.





City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-1

#2018-357 - Approving Surety Bonds for Mayor and City Councilmembers

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: December 4, 2018
Subject: Bonds for Elected Officials
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Chapter 2-23 specifies as follows:

Bonds for Elected Officials:

Before entering upon the duties of their office, the following named elective officers of the city are hereby required to give bonds and security as provided by law for the faithful performance of their duties, which bonds shall be approved by the city council and shall be given for the following sums:

Mayor	\$20,000
City Council Member	\$ 1,000

Discussion

The City Clerk has contacted Mueller Insurance Agency, Inc. of Grand Island, Nebraska who has supplied the bonds for newly elected Mayor Roger G. Steele, Councilmembers Clay Schutz and Jason Conley. See attached.

Alternatives

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

1. Move to approve the bonds
2. Refer the issue to a Committee
3. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the elected officials bonds.

Sample Motion

Move to approve the newly elected officials bonds for Mayor Roger G. Steele, Councilmembers Clay Schutz and Jason Conley.

Bond no. 70281414 *(CNA Surety)*

City of Grand Island

Effective date: *(City of Grand Island Meeting December 4, 2018 to approve New members)*
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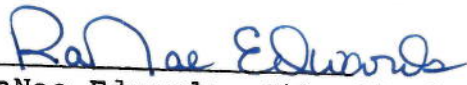
*(Changes- deleting Jeremy Jensen & Linna Dee Donaldson &
Adding Clay Schutz & Jason Conley)*
New as of 12-4-18
Current Schedule : =====

RaNae Edwards	City Clerk	\$10,000	\$35	
Mitch Nickerson	City Council	\$1,000	\$3.50	
Chuck Haase	City Council	\$1,000	\$3.50	
Clay Schutz	City Council	\$1,000	\$3.50	(New) Ward #2
Vaughn Minton	City Council	\$1,000	\$3.50	
Mike Paulick	City Council	\$1,000	\$3.50	
Julie Hehnke	City Council	\$1,000	\$3.50	
Mark Stelk	City Council	\$1,000	\$3.50	
Roger Steele	Mayor	\$20,000	\$70	
Michelle Fitzke	City Council	\$1,000	\$3.50	
Jason Conley	City Council	\$1,000	\$3.50	(New) Ward 3
Marlan Ferguson	City Administrator	\$20,000	\$70	
Jeremy Jones	City Council	\$1,000	\$3.50	
William Clingman	Finance Director/Treasurer	\$120,000	\$425	
Patrick Brown	Finance Director/Treasurer	\$120,000	\$425	

=====

To: Joyce CNA Surety

Please make above changes to be effective December 4, 2018


RaNae Edwards, City Clerk
City of Grand Island, Ne 68801

RESOLUTION 2018-357

WHEREAS, Grand Island City Code Chapter 2-23 requires bonds and security for the Mayor and City Councilmembers before entering upon the duties of their office; and

WHEREAS, the bonds and security as provided by law are for the faithful performance of their duties; and

WHEREAS, these bonds shall be approved by the city council in the amount of \$20,000 for the Mayor and \$1,000 for each Councilmember; and

WHEREAS, Mueller Insurance Agency, Inc. of Grand Island, Nebraska has supplied the bonds and security for newly elected Mayor Roger G. Steele, Councilmembers Clay Schutz and Jason Conley.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bonds and surety for newly elected Mayor Roger G. Steele, and Councilmembers Clay Schutz and Jason Conley are hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-2

#2018-358 - Approving Outage Management System between the City of Grand Island Utilities Department and Open Systems International, Inc.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: December 4, 2018

Subject: Outage Management System

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Grand Island Utilities Department is tasked with providing a reliable power supply to the City. One major component of that mission is fast response to outages when they occur. Today's technology allows for a variety of methods to receive outage information. These methods include online outage reporting, calls into the outage call center and meter outage notices received through the Advanced Metering Infrastructure (AMI) system.

Currently, a manual process is used to determine what component within the system is causing an outage. With the aid of an Outage Management System (OMS), this process can be automated with the system automatically determining the most logical cause of an outage. In addition, an OMS can provide a variety of other resources including an online outage map for customers, mobile technology for service crews and switching simulations to help avoid human errors.

Discussion

A Request for Proposal was advertised in accordance with City procurement requirements. Specifications were sent to four regional providers. Proposals were publicly opened at 4:00 p.m. on October 18, 2018.

Two proposals were received; from Milsoft Utility Solutions, Inc., and Open Systems International, Inc. (OSI). Both proposals were evaluated by department staff. OSI was evaluated as the better option based upon their ability to meet the requirements listed in the Request for Proposal. The contract is for three years with the following pricing:

Initial Setup Fee: \$50,500.00
Monthly Fee: \$ 3,392.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract for Outage Management System from Open Systems International, Inc., of Medina, Minnesota.

Sample Motion

Move to approve the contract for Outage Management System from Open Systems International, Inc.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
OUTAGE MANAGEMENT SYSTEM**

RFP DUE DATE: October 18, 2018 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: September 24, 2018

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

Milsoft Utility Solutions, Inc.
Abilene, TX

Open Systems International, Inc.
Medina, MN

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Christy Leshner, Utilities Secretary

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Travis Burdett, Deputy Utilities Director

P2071

Hosted Solution E-SCADA Services Contract
between
Open Systems International, Inc.
and
City of Grand Island d/b/a Grand Island
Utilities Department

<Date>



HOSTED SOLUTION E-SCADA SERVICES CONTRACT

STANDARD TERMS AND CONDITIONS

Effective Date: _____

Customer Name, Entity Type and Address: City of Grand Island d/b/a Grand Island Utilities
Department with offices at 700 E. Bischeld Street, Grand Island, Nebraska 68801 ("Customer" or
"You"/"Your")

This Services Contract ("Contract") is by and between Open Systems International, Inc. ("OSI")
and Customer. OSI and Customer agree as follows:

1. OSI provides a web-based hosted **Applications services** known as **e-scada.com** to its subscribers, including You. By becoming a subscriber of OSI's **e-scada.com** service (the "Service"), You agree to be bound by this Contract (the "Contract"). This Contract is subject to change by OSI at any time, and changes are effective upon notice to each subscriber.
2. OSI currently offers two levels of memberships for Hosting: a "View Only, Monitoring" Membership and a "Monitor and Device Control" Membership. Both Memberships consist of communication services to the Host, alarming services, reporting services and web access.
3. You are responsible to pay any agreed upon startup fees and periodic monthly subscription fees according to OSI's then-current billing terms as per the Scope of Services. Subscription fees are non-refundable and are pre-billed quarterly. Unless and until this Contract is cancelled in accordance with the terms hereof, You authorize OSI to bill You for Your ongoing cost of membership. You shall transmit payment to OSI accounting within 15 days of Your receipt of OSI's invoice.
4. Subscription to the Service may be terminated at any time, and without cause, by either OSI or You upon 30 day written notice which may be provided electronically or by conventional mail. If You request termination, subscription fees (if any) are not refunded to You and You are liable for all charges incurred until termination of Service.
5. OSI will use commercially reasonable efforts to make the Services available to You. However, OSI shall have no responsibility if: (a) access is unavailable due to security settings and policies; (b) access is sought during a planned downtime for which You have been provided 24 hours advance notice; (c) unavailability is caused by circumstances beyond OSI's reasonable control, including without limitation, down time of network service providers, downtime of external 3rd party data providers, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, or other labor problems, or internet failures or delays. OSI will use its best endeavors to minimize any disruption and resume the Service in the fastest time possible.
6. OSI takes no responsibility for any fines, sanctions, claims or actions that result from incidents that occur on sites monitored by You under this Contract or any other entity in relations to Service provided under this Contract.
7. OSI reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that OSI will not be liable to You or to any third party for any such modification,



suspension or discontinuance of the Service. Planned service disruptions will be communicated ahead of time to you.

8. Operational Limits. OSI's providing of Service to You is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You agree and understand that temporary interruptions of the Service may occur as normal events in the providing of the Service and that OSI is not responsible for these interruptions. You further understand and agree that OSI has no control over third party networks You may access in the course of Your use of the Service and therefore delays and disruptions of other network transmissions are beyond the control of OSI. OSI shall use its best efforts to fulfill this Contract, but should network or commercial limitations prevent OSI from such fulfillment, You shall not have any claim against OSI for damages, whether actual, consequential, reliance or otherwise.
9. You are responsible for providing all computer and communications equipment necessary to gain access to the Service, all communications equipment and hardware to connect Your computers and plants to the Internet. Access to and use of the Service is through a combination of an ID and a password. You are responsible to maintain the security and integrity of passwords to access the Service. For security reasons, OSI will not release passwords for any reason, except as may be specifically required by law or court order. Unauthorized access to the Service is a breach of this Contract and a violation of law.
10. You are fully responsible for all charges associated with Your equipment and all dealings with Your telecommunications provider to establish a link to our hosted solution. You shall be responsible to monitor the reliability of communications between the remote site and the hosted solution.
11. You shall not (a) make the Services available to anyone other than Your own authorized users; (b) sell, resell, rent or lease the Services; (c) use the Services or the information obtained there to provide Software services to third-party entities whose assets are not owned by You as part of a facility management, timesharing, service provider, or service bureau arrangement or otherwise in direct competition with OSI; (d) use the Services to store or transmit malicious code or information; (e) interfere with or disrupt the integrity or performance of the Services; or (f) attempt to gain unauthorized access to the Services or their systems or networks. Breaches of this clause may cause termination of Your access to Services.
12. You agree not to disclose any proprietary or confidential information (Confidential Information), as designated or marked by OSI or any information provider to OSI, to any third party or use this Confidential Information for any purpose independent of the efforts and purposes intended under this Contract. You shall not use any Confidential Information to the detriment of OSI or the applicable information provider and shall use efforts to protect the confidentiality of any such Confidential Information commensurate with those which You employ to protect Your own Confidential Information. You will ensure that You enter into agreements with Your employees, consultants, agents, shareholders and any other who have or may obtain access to the Confidential Information, to maintain such Confidential Information in confidence.

In the event You receive a subpoena or other validly issued administrative or judicial process demanding production of Confidential Information previously provided by OSI, You shall promptly notify OSI of this fact and tender the defense of or opposition to this subpoena or demand to OSI. If the subpoena or demand is not timely limited, quashed or extended, You shall thereafter be entitled to comply with such subpoena or demand to



the extent required by law. If requested by OSI after the tender of defense or opposition is accepted, You shall cooperate in the defense or opposition at the expense of the OSI.

13. In the event You receive any Software or other tangible products from OSI as part of the Service, or to enable You to use the Service, You shall not (a) make copies of the Software or tangible products except as necessary for Your use of the Service or for archival purposes; (b) distribute the Software or tangible products to third parties; or (c) disassemble, decompile, reverse-engineer or otherwise reduce the Software or tangible products to human-perceivable form in whole or in part, including but not limited to translating or creating derivative works, or to bypass any licensing restrictions.

OSI represents that it is the owner of the Software You may receive or use, if any, and all portions thereof or has appropriate sublicensing rights.

14. Your Subscription may not be assigned or transferred to any other person or entity.
15. No warranty is made by OSI regarding any information, services, or products provided through or in connection with the Service and all Services are provided "AS IS". OSI expressly disclaims any and all warranties, including without limitation: 1) any warranties as to the availability, accuracy, or content of information, products or services; 2) any warranties of merchantability or fitness for a particular purpose; any warranties of non-infringement.
16. OSI is not liable for damages resulting from disseminating, failing to disseminate, or incorrectly or inaccurately disseminating any Materials, data, advertisement or other communication at or through the site. The entire risk as to the quality and performance of the Services provided by OSI is borne by You. Should the Materials or any other service provided by OSI prove defective and/or cause any damage to Your computer or inconvenience to You, You, and not OSI, assume the entire cost and all damages which may result from any and all such defects. This disclaimer is essential to this Contract.
17. Under no circumstances and under no cause of action or legal theory, shall OSI be liable for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages, personal injury, death or property damage resulting from any use of the Services. Any liability of OSI, including without limitation any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of records, whether for breach of contract, tortious behavior, negligence, or under any other cause or action, shall be strictly limited to the amount of membership fee You paid for the preceding 12 months.
18. If OSI should at any time provide any service which enables subscribers to communicate with or otherwise share information with other subscribers, You agree not to submit, publish, display, disseminate, or otherwise communicate any defamatory, inaccurate, abusive, threatening, offensive, or illegal material using the Services or the system which provides the Services. Transmission of such material, or any material that violates any national, federal, state, or local law, including but not limited to copyright law, is strictly prohibited and shall constitute a material breach of this Contract entitling OSI to immediately terminate all rights to the Services or access to the site. You are solely responsible for all information which You submit, publish, display, disseminate or otherwise communicate through the site even if a claim should arise after termination of Services.



19. OSI will use certain third-party software in the performance of its Services and therefore You agree that OSI's performance will be subject to the license terms and conditions of those third-party software vendors.
20. If You have purchased a Monitor and Device Control Membership You will have the ability to control Your power system equipment. Unless otherwise agreed in writing, You and OSI agree that the Service provided herein does not qualify as a North American Electric Reliability Corporation (NERC) Critical Cyber infrastructure and OSI will not be subject to any regulation by NERC or the Federal Energy Regulatory Commission (FERC) under the NERC CIP (Critical Infrastructure Protection) standards. Should You be classified as a NERC entity with critical power system assets, Your use of the Service shall be at Your own risk with all consequences directed at Your organization. You agree to hold OSI harmless of any and all misuses of the Service in this regard.
21. This Contract contains the entire Contract between You and OSI regarding Your use of the Services. This Contract supersedes all prior written and oral understandings, writings, and representations and may only be amended upon notice by OSI. Unless otherwise explicitly stated, the provisions of this Contract shall survive its termination.
22. The Contract shall be governed pursuant to the laws of the State of Nebraska and the United States of America.
23. Sections 11, 12, 13 and 17 shall survive termination of this Contract for any reason.

Customer hereby requests OSI's provision of the Services above to be provided upon the Terms and Condition stated herein.

OPEN SYSTEMS INTERNATIONAL, INC.

**CITY OF GRAND ISLAND D/B/A GRAND
ISLAND UTILITIES DEPARTMENT**

BY: _____
(Signature)

BY: _____
(Signature)

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SCOPE OF SERVICES

PRICE FORMS

PRICE FORMS

Item No.	Description	Price
1	Initial Setup Fee Installation, testing, interface development and training (one week of onsite training at City of Grand Island)	\$32,500
2	Monthly Hosting Services Subscription Cost	\$2,567

Selected Options

1	Block of Four (4) Additional Concurrent Web User Licenses Adjustment to Monthly Hosting Services Subscription Cost	\$250
2	Spectra DPF Distribution Power Flow Adjustment to Initial Setup Fee Adjustment to Monthly Hosting Services Subscription Cost	\$10,000 \$350
3	Customer Outage Map and Outage Reporting Interface Adjustment to Initial Setup Fee Adjustment to Monthly Hosting Services Subscription Cost	\$8,000 \$225

Terms and Conditions

- Prices are in US Dollars and do not include Sales or usage taxes.
- Prices exclude shipping costs. Applicable shipping costs will be added to invoices.
- Payment terms for the Setup Fee are as follows:
 - 50% Upon Receipt of Order
 - 50% System Ready
- The monthly subscription hosting fees will be billed on a quarterly basis at the beginning of each quarter.
- Pricing requires a three (3) year commitment from customer. The monthly subscription cost is fixed for the first three (3) years.
- Monthly subscription cost beyond Year 4 will be subject to a 4% increase or CPI, whichever is greater.
- User Training as quoted includes training on site at the Grand Island Utilities Department's facilities.
- Travel is not included and will be billed at cost.
- Project Schedule is approximately 9 - 10 months from contract signing.
- The Monthly Hosting Services Subscription Cost includes Support and Helpdesk for up to 6 incidents per month. Additional incidents will be billed on a T&M basis.
- The implementation assumes **GIUD** will provide a complete network model including connectivity and electrical characteristics.

LIST OF DELIVERABLES



LIST OF DELIVERABLES

OSI Software

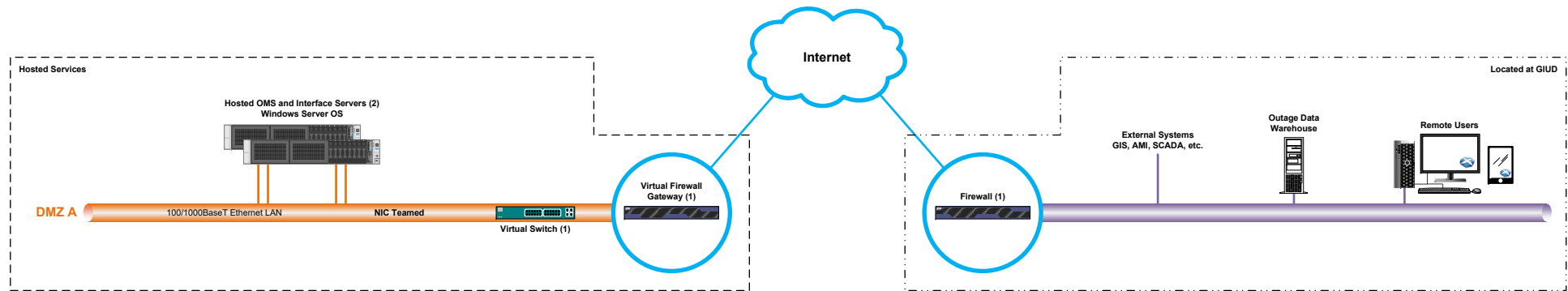
Item	Description	Qty
1	Spectra eMAP (Distribution System Analysis and Planning) License (Distribution Topology Processing)	A*
2	Electra OMS (Outage Management System) License (Including Contact Management, Outage Analysis, Work Management, Outage Information, Customer Outage Map, Customer Outage Reporting) (Up to 26,000 meters) (Up to 8 Concurrent Web Users)	A*
3	OpenView GUI/MMI Client License (Per Console)	2
4	Advanced Tabular Viewer (Per Console)	2
5	Advanced Tabular Builder (Per Maintenance Console)	1
6a	Data Explorer Server License	B*
6b	Data Explorer Client License (Per Maintenance Console)	1
7	OpenGIS (Geographical Information System) License (Milsoft GIS Interface)	A*
8	Spectra DPF (Distribution Power Flow) License	
9	OMS Interface Licenses L&G AMI Wonderware SCADA NPPD Trouble Tickets Generic Web Service API to support other interfaces	A*

Notes

- * A is defined as server licenses for the proposed *redundant Production system and Maintenance Console*
- B is defined as server licenses for the proposed *Maintenance Console*

SYSTEM CONFIGURATION DIAGRAM

GIUD Hosted OMS System Configuration



Note:
Most servers can be Windows or
Linux based on preference.

Revision: 1.2
GIUD_SysCnfg_1.2_101118.vsd

PROPOSAL REQUIREMENTS



PROPOSAL REQUIREMENTS

PROPOSAL REQUIREMENTS

Please find OSI's response to the proposal requirements section below:

- 1) Milsoft Windmil modeling software (V. 8.6.6.9782)

OSI's GIS interface product will facilitate this integration.

- 2) Landis & Gyr AMI system – currently 4600 meters out of a total of 26000 meters. We anticipate being fully deployed within the next 5 years.

OSI assumes MultiSpeak will be used for this integration.

- 3) NPPD call center trouble ticket software capable of exporting tickets via ftp site. GIUD contracts with NPPD for outage call answering services.

OSI assumes tickets can be provided in a csv/xml file format for this integration.

- 4) Wonderware InTouch SCADA system with fiber optic backbone to all substations.

OSI assumes OPC, ICCP, or MultiSpeak will be used for this integration.

The proposal shall address pricing information and the ability to provide the following capabilities:

- 1) Utilizing the existing Windmil model, the OMS shall import outage information from the above listed sources and display them on an interactive map that can determine the most logical cause of an outage.

A standard GIS interface product is provided for the import of the network model and geographic maps from the corporate GIS. The interface supports the import of the full network model including all device information, connectivity information, as well as non-electrical data such as land base data, poles, etc. The GIS interface operates in a full import mode as well as an "incremental update" mode. The incremental update mode runs on a regular basis such as daily or weekly.

- 2) Provide an online outage reporting system that uses the same database as the NPPD call center for a consistent outage addressing system.

Electra OMS includes a native web based user interface for Call Management (Customer Service Representatives), Crew Dispatch (local and remote dispatchers) and Outage Reporting users (to view current and historical reports and dashboards) that can be accessed from multiple locations (e.g. outside of the control room) via standard web browsers. In addition, OSI's OMS supports an Outage Data Warehouse export that can export all outage data to an RDBMS provided by GIUD (e.g. PostgreSQL, Oracle, MSSQL). Optionally the outage data warehouse can be located on the hosted servers in a PostgreSQL RDBMS to be used for outage reporting.



PROPOSAL REQUIREMENTS

- 3) Allow for virtual operating of field switches to configure the OMS to match field conditions.

This can be done in multiple ways, the system can rely on the integration to the SCADA system to receive device updates as well as allowing switches to be manually toggled by a dispatcher.

- 4) Generate an online outage map for use by our customers.

The OSI solution has the ability to create an online outage map for customer use.

- 5) Produce social media posts about current outages.

The OSI solution supports APIs to provide outage information to a GIUD selected social media application. This includes "triggers" that can be configured to run based on certain events (e.g. priority customer outaged, or affected customers > 100). The proposed solution would use standard web service APIs to integrate to a GIUD customer notification system.

- 6) Simulate switching operations prior to performing them in the field to confirm correct procedures resulting in no outages.

The OSI solution provides a function to simulate the switching operation in a study/what-if analysis mode with the topology processing application running in that study scenario. The user is then presented with the results of the analysis so they can know the impact of the operation before they perform it.

RESOLUTION 2018-358

WHEREAS, the City of Grand Island invited proposals for an Outage Management System, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on October 18, 2018, proposals were received, opened and reviewed; and

WHEREAS, Open Systems International, Inc., of Medina, Minnesota, submitted a three-year contract proposal in accordance with the terms of the advertisement of plans and specifications and all other statutory requirements contained therein, such quote being an Initial Set-up Fee of \$50,500.00, and a monthly fee of \$3,392.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Open Systems International, Inc., for the Outage Management System, is hereby approved, and the Mayor is authorized to sign the contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 30, 2018	▣ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-3

#2018-359 - Approving Update of the Designated Depositories List

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: December 4, 2018

Subject: Approving Designated Depositories and City Treasurer Authorizations

Presenter(s): Patrick Brown, Finance Director

Background

The last update of this document occurred in September of 2015. It is now necessary to update the comprehensive list of depositories to add one institution to the approved list.

Discussion

The document adds Pinnacle Bank, D.A. Davidson Co. and BOK Financial Corp. to the list. The list as included in the Resolution is comprehensive. The change is included in paragraph number 1 of the resolution; there were no changes to any of the remaining paragraphs.

Pinnacle Bank is being added as they will soon be opening a branch in within Grand Island and have expressed interest on bidding on our CD placements. The addition of D.A. Davidson Co. is for the Police and Firefighter fund assets. The addition of BOK Financial Corp. is because they act as a trustee for several of the bonds for the City.

Alternatives

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

1. Approve the Resolution as presented.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the changes to the depository institutions.

Sample Motion

Move to approve the designated depositories.

R E S O L U T I O N 2018-359

WHEREAS, in Section 16-712, R.R.S. 1943, the city treasurer shall deposit, and at all times keep on deposit, for safekeeping, in banks or capital stock financial institutions of approved and responsible standing all money collected, received or held by him/her as city treasurer; and

WHEREAS, in Section 16-713, R.R.S. 1943, the city treasurer may purchase certificates of deposit from and make time deposits in banks or capital stock financial institutions selected as depositories of city funds; and

WHEREAS, in Section 16-714, R.R.S. 1943, for the security of the fund so deposited, the city treasurer shall require each depository to give bond for the safekeeping and payment of such deposits and the accretions thereof, which bond shall run to the city and be approved by the mayor.

WHEREAS, in Section 16-715, R.R.S. 1943, In lieu of the bond required by section 16-714, any bank, capital stock financial institution, or qualifying mutual financial institution making application to become a depository may give security as provided in the Public Funds Deposit Security Act to the city clerk.

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

1. Wells Fargo Bank, N.A.; Wells Fargo Securities, LLC; Great Western Bank; US Bank; Union Bank and Trust Co.; Nebraska Public Agency Investment Trust (NPAIT); Smith Hayes Financial Services Corporation; ICMA Retirement Corp.; A.G. Edwards & Sons, Inc.; Ameritas Investment Corp.; Home Federal/Grand Island; The Equitable Building and Loan Association; First National Bank of Omaha; Five Points; Bank of New York Mellon; Cornerstone Bank; Exchange Bank; Bank of the West; Heritage Bank; D.A. Davidson and Co.; BOK Financial Corp.; and Pinnacle Bank be and hereby are, designated and approved as depositories for all money collected, received or held by the City of Grand Island, Nebraska.
2. The Finance Director or his/her designee, in his/her official capacity of the office, is directed and authorized to deposit such funds in said banks and capital stock financial institutions.
3. This authorization shall include the deposits of public funds in the hands of the Finance Director or his/her designee belonging to the City of Grand Island, Nebraska; the Tri-City Task Force; and the Grand Island Community Redevelopment Authority (CRA).

Approved as to Form	▣ _____
November 30, 2018	▣ City Attorney

4. The Finance Director or his/her designee is hereby authorized to purchase certificates of deposit, treasury notes, treasury bills, treasury bond and or strips from the above named banks and capital stock financial institutions selected as depositories.
5. The Finance Director or his/her designee is hereby authorized by the mayor to require the depositories designated by this resolution to give security for the safekeeping and payment of City deposits and the accretion thereof, such security to be in the form and amounts as required by Nebraska statute and the Public Funds Deposit Security Act.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-4

**#2018-360 - Approving Maintenance Agreement No. 12 Renewal
with the Nebraska Department of Transportation for Calendar
Year 2019**

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: December 4, 2018

Subject: Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Transportation for Calendar Year 2019

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

Background

Each year the City and the Nebraska Department of Transportation enter into an agreement for the maintenance of Highways within the City Limits. The agreement for 2019 has been prepared. The content and scope of the agreement is the same as that of previous years.

The certification that calendar year 2018 work was performed by the City will be presented at the January 8, 2019 City Council meeting.

Discussion

The maintenance responsibilities by statute are detailed in Exhibit A of the agreement. Calculations for payments are detailed in Exhibit B. Surface maintenance and snow removal responsibilities from an operational efficiency stand point are detailed in Exhibit C. The net result of this exchange of services for 2019 will be a payment to the City of \$46,921.90.

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 pass a resolution approving Maintenance Agreement No. 12 for calendar year 2019.

Sample Motion

Move to approve Maintenance Agreement No. 12 for calendar year 2019.

AGREEMENT RENEWAL

Maintenance Agreement No. 12
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

We hereby agree that Maintenance Agreement No. 12/QE1708 described above be renewed for the period January 1, 2019 to December 31, 2019.

All figures, terms and exhibits to remain in effect as per the original agreement dated JANUARY 1, 2017 with revised Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NDOT Form 507, August 17



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 12
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

We hereby agree that Maintenance Agreement No. 12/QE1708 described above be renewed for the period January 1, 2019 to December 31, 2019.

All figures, terms and exhibits to remain in effect as per the original agreement dated JANUARY 1, 2017 with revised Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NDOT Form 507, August 17



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: GRAND ISLAND

Date: 1/1/19

☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 29.98 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

29.98 lane miles x \$2,530.00 per lane mile = \$75,849.40.

☒ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

43.50 lane miles x \$665.00 per lane mile = \$28,927.50

☒ Other (*Explain*)

$\$75,849.40 - \$28,927.50 = \$46,921.90$ due the CITY.

New rates for Surface Maintenance starting 2019:
1st Class Cities >40,000, \$2530.00 per lane mile.

New rates for Snow Removal starting 2019:
\$665.00 per lane mile.

**ATTACHMENT C
CITY OF GRAND ISLAND—2019**

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	<u>RESPONSIBILITY</u>	
							STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	3	3.66	**2.44	1.22
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	3	3.66		3.66
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.49	0.33	2	0.66	*0.66	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	232.03	232.77	0.74	2	1.48	1.48	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.28	0.03	2	0.06	*0.06	
Jct. 34 /281 to Webb /281	US 281	67.45	67.94	.49	4	1.96	*1.96**	
N of Webb Rd/281 to Corp Limits	US 281	68.20	72.60	4.40	4	17.60	*17.60**	
Re-enter 1200' left ramp to Broadwell Ave	US 281	73.78	74.24	.46	2	.92	*.92	
TOTALS				19.67		68.26	51.22	17.04

****29.98 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE**

***43.50 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR**

RESOLUTION 2018-360

WHEREAS, on December 22, 1992, the City of Grand Island approved and entered into Maintenance Agreement No. 12 with the State of Nebraska Department of Transportation with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, this agreement requires annual renewal by both parties thereto; and

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12 to be effective January 1, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Transportation for the term January 1, 2019 through December 31, 2019 is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-5

**#2018-361 - Approving Award of Snow Removal Operations-
Downtown Parking Lots**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: December 4, 2018

Subject: Approving Award of Snow Removal Operations-
Downtown Parking Lots

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

Background

A Request for Proposals (RFP) for snow removal operations for City owned downtown parking lots was advertised in the Grand Island Independent on November 7, 2018. The RFP was also sent to fourteen (14) potential firms by the Engineering Division of the Public Works Department.

Discussion

One (1) submittal was opened on November 21, 2018, reviewed and evaluated.

Using the evaluation criteria set out in the Request for Proposals the submittal from AMP Works of Grand Island, Nebraska was scored as the highest ranking firm. Snow removal will be paid at an established rate, on an accumulation basis per lot, with a minimum amount of \$10,000.00 for FY 2018/2019. Such contract will also include hauling snow from the downtown lot areas as needed, and deicing applications should they be necessary.

For the past five (5) years snow removal in the City owned downtown parking lots has averaged \$14,847.72 per year.

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 award of Snow Removal Operations- Downtown Parking Lots to AMP Works of Grand Island, Nebraska.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SNOW REMOVAL OPERATIONS – DOWNTOWN PARKING LOTS**

RFP DUE DATE: November 21, 2018 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: November 7, 2018

NO. POTENTIAL BIDDERS: 14

SUMMARY OF PROPOSALS RECEIVED

AMP Works
Grand Island, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director

P2085

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between AMP Works, hereinafter called the Contractor and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published, for furnishing equipment and labor for snow removal operations; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive proposer complying with Chapter 73, Revised Statutes of Nebraska, and has duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, or themselves, and its, theirs, or their successors, as follows:

ARTICLE I. That the contractor shall (a) furnish all tools equipment, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached Specifications Form, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE II. In consideration of the Contractor performing the provisions of this contract, the City agrees to pay for labor and equipment as follows:

Parking Lot 1- Walnut Street and South Front Street (north side)

<3"= \$270.00 per occurrence
3.1- 6"= \$490.00 per occurrence
6.1- 9"= \$875.00 per occurrence
9.1-12"= \$980.00 per occurrence
>12"+= \$135.00 per inch per occurrence

Parking Lot 2- Walnut Street and South Front Street (south side)

<3"= \$540.00 per occurrence
3.1- 6"= \$975.00 per occurrence
6.1- 9"= \$1,760.00 per occurrence
9.1-12"= \$1,995.00 per occurrence
>12"+= \$225.00 per inch per occurrence

Parking Lot 3- Locust Street and South Front Street

<3"= \$115.00 per occurrence
3.1- 6"= \$200.00 per occurrence
6.1- 9"= \$365.00 per occurrence
9.1-12"= \$415.00 per occurrence
>12"+= \$65.00 per inch per occurrence

Parking Lot 4- Pine Street and South Front Street

<3"= \$115.00 per occurrence
3.1- 6"= \$200.00 per occurrence
6.1- 9"= \$365.00 per occurrence
9.1-12"= \$415.00 per occurrence
>12"+= \$65.00 per inch per occurrence

Parking Lot 5- Pine Street and 3rd Street

<3"= \$200.00 per occurrence
3.1- 6"= \$370.00 per occurrence
6.1- 9"= \$665.00 per occurrence
9.1-12"= \$750.00 per occurrence
>12"+= \$100.00 per inch per occurrence

Parking Lot 6- Walnut Street and 2nd Street

<3"= \$200.00 per occurrence
3.1- 6"= \$370.00 per occurrence
6.1- 9"= \$664.00 per occurrence
9.1-12"= \$750.00 per occurrence
>12"+= \$100.00 per inch per occurrence

Parking Lot 7- Locust Street and 1st Street (Equitable Parking Lot- only haul snow from ramp)

\$250.00 per hour for large loader (>3 yd)
\$150.00 per hour for small loader (<3 yd)
\$140.00 per hour for heavy spec truck, cart and tractor or equivalent equipment
*equipment preference will be at the discretion of the contractor and billed accordingly

Parking Lot 8- Walnut Street and 1st Street

<3"= \$455.00 per occurrence
3.1- 6"= \$830.00 per occurrence
6.1- 9"= \$1,490.00 per occurrence
9.1-12"= \$1,675.00 per occurrence
>12"+= \$200.00 per inch per occurrence

Parking Lot 9- Wheeler Avenue and 1st Street

<3"= \$133.00 per occurrence
3.1- 6"= \$245.00 per occurrence
6.1- 9"= \$435.00 per occurrence
9.1-12"= \$490.00 per occurrence
>12"+= \$80.00 per inch per occurrence

Snow accumulation amount shall be based on the record kept by the National Weather Service and measured by the amount received at the Central Nebraska Regional Airport.

Deicing agent to be applied at the rate of \$.70 per pound, one application shall be standard with each snow removal occurrence. Additional applications shall be at the discretion of the Public Works Director.

Contract minimum charge of \$10,000.00 shall apply.

Payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. There will be no need for materials or supplies to be incorporated into this particular work for the City.

ARTICLE IV. The term of this agreement shall be from the date of the last party signing the contract to September 30, 2019. The City will have the option to renew the agreement on an annual basis for a five (5) year period, at which time proposals will be solicited. The agreement shall be automatically extended in one year increments upon the same terms and conditions unless terminated by service of notice of termination by either party on or before July 31st of any year this agreement continues in full force and effect.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VI. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VIII. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IX. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE X. The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, gender or political affiliation.

ARTICLE XII. LB 403: Every public contractor and their subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

AMP WORKS

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest _____
City Clerk

The contract is in due form according to law and hereby approved.

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractors or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2018-361

WHEREAS, the City Of Grand Island invited submittals for Snow Removal Operations- Downtown Parking Lots, according to the Request For Proposals (RFP) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on November 21, 2018 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFP; and

WHEREAS, AMP Works, of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at an established rate, on an accumulation basis per lot, with a minimum amount of \$10,000.00 for FY 2018/2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from AMP Works of Grand Island, Nebraska for Snow Removal Operations- Downtown Parking Lots is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-6

#2018-362 - Approving Acquisition of Utility Easement in Section 26-11-10; Northeast Corner of Husker Highway & Engleman Road (Indianhead Golf Club, LLC)

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

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

RESOLUTION 2018-362

WHEREAS, a utility easement is being dedicated by the property owner of a parcel located in Section 26-11-10 to the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26-T11N-R10W; THENCE ON AN ASSUMED BEARING OF N89°39'31"E, A DISTANCE OF 1124.38 FEET TO A POINT ON THE CENTERLINE OF HUSKER HIGHWAY; THENCE N00°20'29"W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°33'56"W A DISTANCE OF 373.82 FEET; THENCE N89°37'30"E A DISTANCE OF 75.83 FEET; THENCE N00°19'03"W A DISTANCE OF 179.80 FEET; THENCE N89°39'50"E A DISTANCE OF 60.68 FEET TO A POINT ON THE WEST LINE OF FAIRWAY CROSSINGS AT INDIANHEAD CLUB 1ST SUBDIVISION; THENCE S00°00'06"E, ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE S89°39'50"W A DISTANCE OF 40.70 FEET; THENCE S00°19'02"E A DISTANCE OF 179.82 FEET; THENCE S89°37'30"W A DISTANCE OF 75.74 FEET; THENCE S00°33'56"E A DISTANCE OF 353.82 FEET TO A POINT ON THE NORTH R.O.W. LINE OF HUSKER HIGHWAY; THENCE S89°39'31"W, ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 13,770 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

WHEREAS, an agreement for the easement has been reviewed and approved by the City Legal Department; and

WHEREAS, there is no cost involved in the acquisition of such easement.

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 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.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

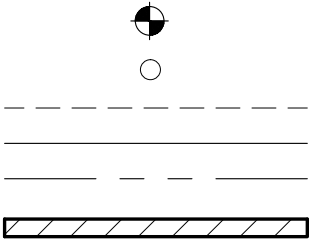
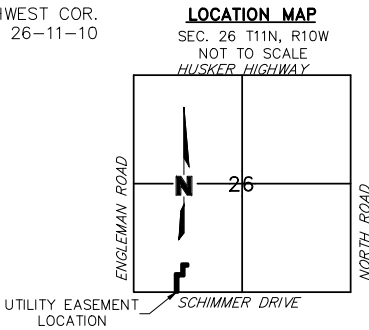
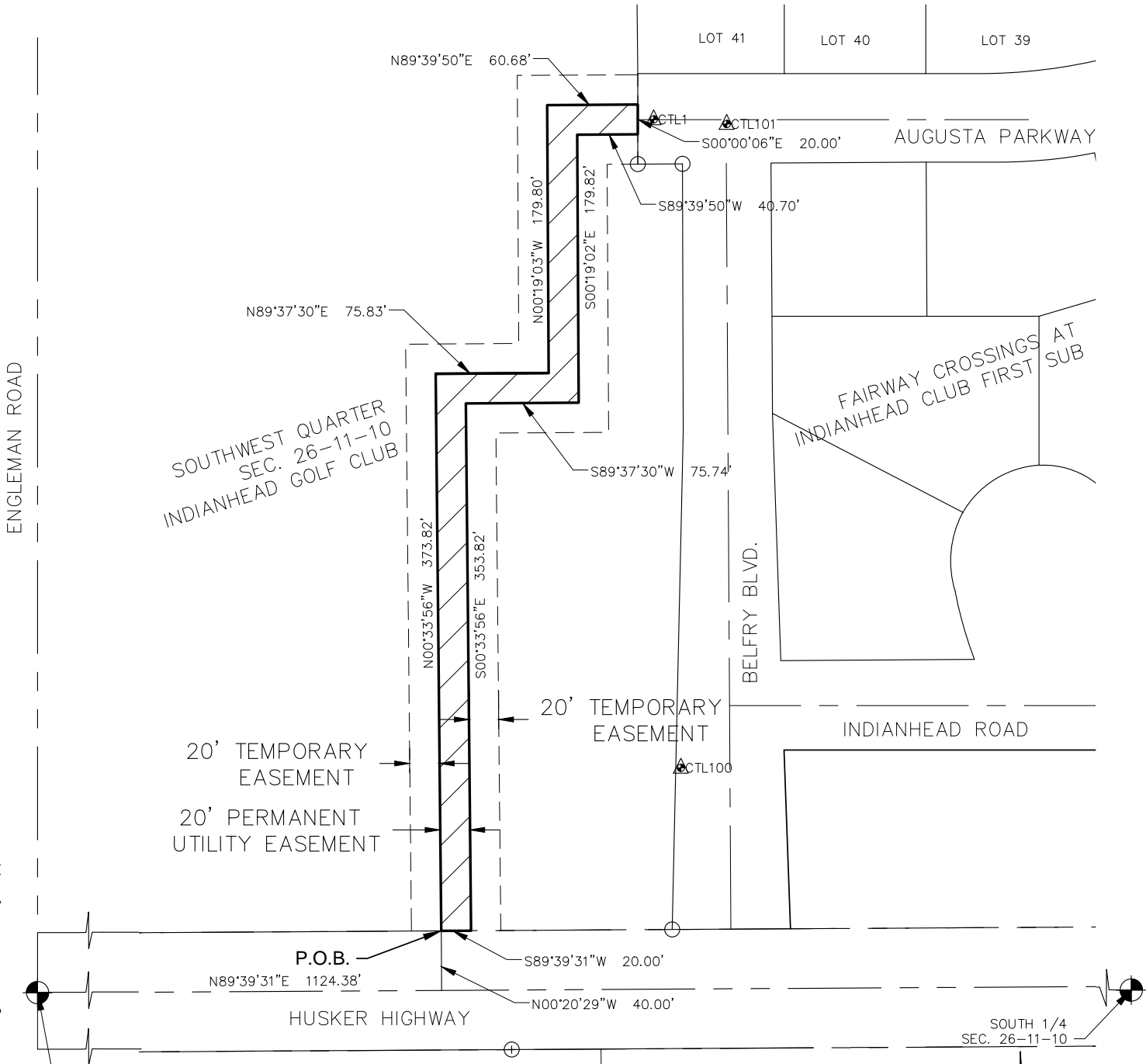
Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney

DWC: F:\projects\014-0734\SRVY Husker Hwy\Easements\014-0734_9-INDIAN HEAD GOLF.dwg
DATE: Apr 23, 2015 4:12pm
XREFS: 014-0734_XTOPO 014-0734_PBASE

USER: jstoppkotte

UTILITY EASEMENT

HALL COUNTY, NEBRASKA



- LEGEND**
- SECTION CORNER
 - FOUND CORNER
 - EASEMENT LINE
 - PROPERTY LINE
 - HIGHWAY RIGHT-OF-WAY LINE
 - UTILITY EASEMENT AREA

UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26-T11N-R10W; THENCE ON AN ASSUMED BEARING OF N89°39'31"E, A DISTANCE OF 1124.38 FEET TO A POINT ON THE CENTERLINE OF HUSKER HIGHWAY; THENCE N00°20'29"W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°33'56"W A DISTANCE OF 373.82 FEET; THENCE N89°37'30"E A DISTANCE OF 75.83 FEET; THENCE N00°19'03"W A DISTANCE OF 179.80 FEET; THENCE N89°39'50"E A DISTANCE OF 60.68 FEET TO A POINT ON THE WEST LINE OF FAIRWAY CROSSINGS AT INDIANHEAD CLUB 1ST SUBDIVISION; THENCE S00°00'06"E, ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE S89°39'50"W A DISTANCE OF 40.70 FEET; THENCE S00°19'02"E A DISTANCE OF 179.82 FEET; THENCE S89°37'30"W A DISTANCE OF 75.74 FEET; THENCE S00°33'56"E A DISTANCE OF 353.82 FEET TO A POINT ON THE NORTH R.O.W. LINE OF HUSKER HIGHWAY; THENCE S89°39'31"W, ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 13,770 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

PROJECT NO: 2014-0734	HUSKER HIGHWAY UTILITY EASEMENTS		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JAS				9
DATE: 03/05/2015				



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-7

**#2018-363 - Approving Temporary Construction Easement in
Section 26-11-10; Northeast Corner of Husker Highway &
Engleman Road (Indianhead Golf Club, LLC)**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: December 4, 2018

Subject: Approving Temporary Construction Easement in Section 26-11-10; Northeast Corner of Husker Highway & Engleman Road (Indianhead Golf Club, LLC)

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

Background

A Temporary Construction easement is needed to accommodate the construction activities of an eight (8) inch sanitary sewer main in a southerly direction from the lift station serving Fairway Crossings at Indianhead Golf Club First Subdivision to Husker Highway, which must be approved by City Council.

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

Discussion

A temporary construction easement is needed from one (1) property owner for an eight (8) inch sanitary sewer main to be built in a southerly direction from the lift station serving Fairway Crossings at Indianhead Golf Club First Subdivision to Husker Highway.

Property owner is dedicating such easement to the City, with no cost involved.

<i>Property Owner</i>	<i>Legal Description</i>
Indianhead Golf Club, LLC	<i>Commencing at the southwest corner of Section 26-T11N-R10W; thence on an assumed bearing of N89°39'31"E, along the centerline of Husker Highway a distance of 1104.38 feet; thence N00°20'29"W a distance of 40.00 feet to a point on the north right-of-way line of Husker Highway, said point also being the point of beginning; thence N00°33'56"W a distance of 393.79 feet; thence N89°37'30"E a distance of 75.92 feet; thence N00°19'02"W a distance of 179.87 feet; thence N89°38'32"E a distance of 80.85 feet to a point on the west line of Fairway Crossings at Indianhead Club 1st Subdivision; thence S00°00'06"E, along said west line a distance of 20.00 feet; thence S89°39'50"W a distance of 60.70 feet; thence S00°19'03"E a distance of 179.80 feet; thence S89°37'30"W a distance of 75.83 feet; thence S00°33'56"E a distance of 373.82 feet to a point on the north ROW line of Husker Highway; thence S89°39'31"W,</i>

	<p><i>along said north ROW line of Husker Highway, a distance of 20.00 feet to the point of beginning. Said temporary utility easement contains a calculated area of 14,207 square feet or 0.33 acres more or less.</i></p> <p><i>and</i></p> <p><i>Commencing at the southwest corner of Section 26-T11N-R10W; thence on an assumed bearing of N89°39'31"E, along the centerline of Husker Highway a distance of 1144.38 feet; thence N00°20'29"W a distance of 40.00 feet to a point on the north right-of-way line of Husker Highway, said point also begin the point of beginning; thence N00°33'56"W a distance of 353.82 feet; thence N89°37'30"E a distance of 75.74 feet; thence N00°19'03"W a distance of 179.82 feet; thence N89°39'50"E a distance of 40.70 feet to a point on the west line of Fairway Crossings at Indianhead Club 1st Subdivision; thence S00°00'06"E, along said west line a distance of 20.00 feet; thence S89°38'47"W a distance of 20.60 feet; thence S00°19'02"E a distance of 179.79 feet; thence S89°37'42"W a distance of 75.65 feet; thence S00°33'54"E a distance of 333.83 feet to a point on the north ROW line of Husker Highway; thence S89°39'31"W, along said north ROW Line of Husker Highway, a distance of 20.00 feet to the point of beginning. Said temporary utility easement contains a calculated area of 12,600 square feet or 0.29 acres more or less.</i></p>
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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 Easements between the City of Grand Island and the affected property owner for construction of an eight (8) inch sanitary sewer main in a southerly direction from the lift station serving Fairway Crossings at Indianhead Golf Club First Subdivision to Husker Highway.

Sample Motion

Move to approve the temporary construction easements.

AGREEMENT FOR TEMPORARY CONSTRUCTION OCCUPANCY

Agreement made and entered into by and between the CITY OF GRAND ISLAND, a municipal corporation of the State of Nebraska, herein referred to as "City", and INDIANHEAD GOLF CLUB, LLC, herein referred to as "Owner", whether one or more.

Recitals

WHEREAS, the City intends to construct an eight (8) inch sanitary sewer main in a southerly direction from the lift station serving Fairway Crossings at Indianhead Golf Club First Subdivision to Husker Highway, on or adjacent to property owned by Owner; and

WHEREAS, it may be necessary for the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives to temporarily enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Owner during the aforementioned construction project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this agreement, the parties agree as follows:

Section One Right of Entry

Owner hereby grants to the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right to enter upon the following described real estate located in part of the Southwest Quarter (SW ¼) of Section Twenty-Six (26), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Commencing at the southwest corner of Section 26-T11N-R10W; thence on an assumed bearing of N89°39'31"E, along the centerline of Husker Highway a distance of 1104.38 feet; thence N00°20'29"W a distance of 40.00 feet to a point on the north right-of-way line of Husker Highway, said point also being the point of beginning; thence N00°33'56"W a distance of 393.79 feet; thence N89°37'30"E a distance of 75.92 feet; thence N00°19'02"W a distance of 179.87 feet; thence N89°38'32"E a distance of 80.85 feet to a point on the west line of Fairway Crossings at Indianhead Club 1st Subdivision; thence S00°00'06"E, along said west line a distance of 20.00 feet; thence S89°39'50"W a distance of 60.70 feet; thence S00°19'03"E a distance of 179.80 feet; thence S89°37'30"W a distance of 75.83 feet; thence S00°33'56"E a distance of 373.82 feet to a point on the north ROW line of Husker Highway; thence S89°39'31"W, along said north ROW line of Husker Highway, a distance of 20.00 feet to the point of beginning. Said temporary utility easement contains a calculated area of 14,207 square feet or 0.33 acres more or less.

and

Commencing at the southwest corner of Section 26-T11N-R10W; thence on an assumed bearing of N89°39'31"E, along the centerline of Husker Highway a distance of 1144.38 feet; thence N00°20'29"W a distance of 40.00 feet to a point on the north right-of-way line of Husker Highway, said point also begin the point of beginning; thence N00°33'56"W a distance of 353.82 feet; thence N89°37'30"E a distance of 75.74 feet; thence N00°19'03"W a distance of 179.82 feet; thence N89°39'50"E a distance of 40.70 feet to a point on the west line of Fairway Crossings at Indianhead Club 1st Subdivision; thence S00°00'06"E, along said west line a distance of 20.00 feet; thence S89°38'47"W a distance of 20.60 feet; thence S00°19'02"E a distance of 179.79 feet; thence S89°37'42"W a distance of 75.65 feet; thence S00°33'54"E a distance of 333.83 feet to a point on the north ROW line of Husker Highway; thence S89°39'31"W, along said north ROW Line of Husker Highway, a distance of 20.00 feet to the point of beginning. Said temporary utility easement contains a calculated area of 12,600 square feet or 0.29 acres more or less.

to do such work as may be necessary or appropriate for the construction of an eight (8) inch sanitary sewer main in a southerly direction from the lift station serving Fairway Crossings at Indianhead Golf Club First Subdivision to Husker Highway and related facilities adjacent to such property. Such right of entry shall include, but not be limited to the right to enter upon, travel over, excavate, clear fences, drives, irrigation lines and other improvements, backfill, store materials upon, and otherwise use the above described premises.

Section Two
Term of Agreement

The premises may be occupied and used by the City for the purposes related hereto during the period beginning the date construction work starts on an eight (8) inch sanitary sewer main in a southerly direction from the lift station serving Fairway Crossings at Indianhead Golf Club First Subdivision to Husker Highway and continuing until the construction work is completed.

Section Three
Compensation

There shall be no compensation for use of the areas described in Section One.

Section Four
Remarks

The City shall restore the premises to grade prior to the termination of this agreement.

Section Five
Assignment

It is understood that the rights of the owner do not automatically transfer upon sale or lease of the property. The City agrees to permit assignment of the rights and obligations of Owner to a subsequent buyer or tenant, provided Owner obtains the City's prior written consent which City shall not unreasonably withhold.

DATED: _____, 2018

Indianhead Golf Club, LLC

BY _____

Title _____

Printed Name _____

DATED: _____, 2018

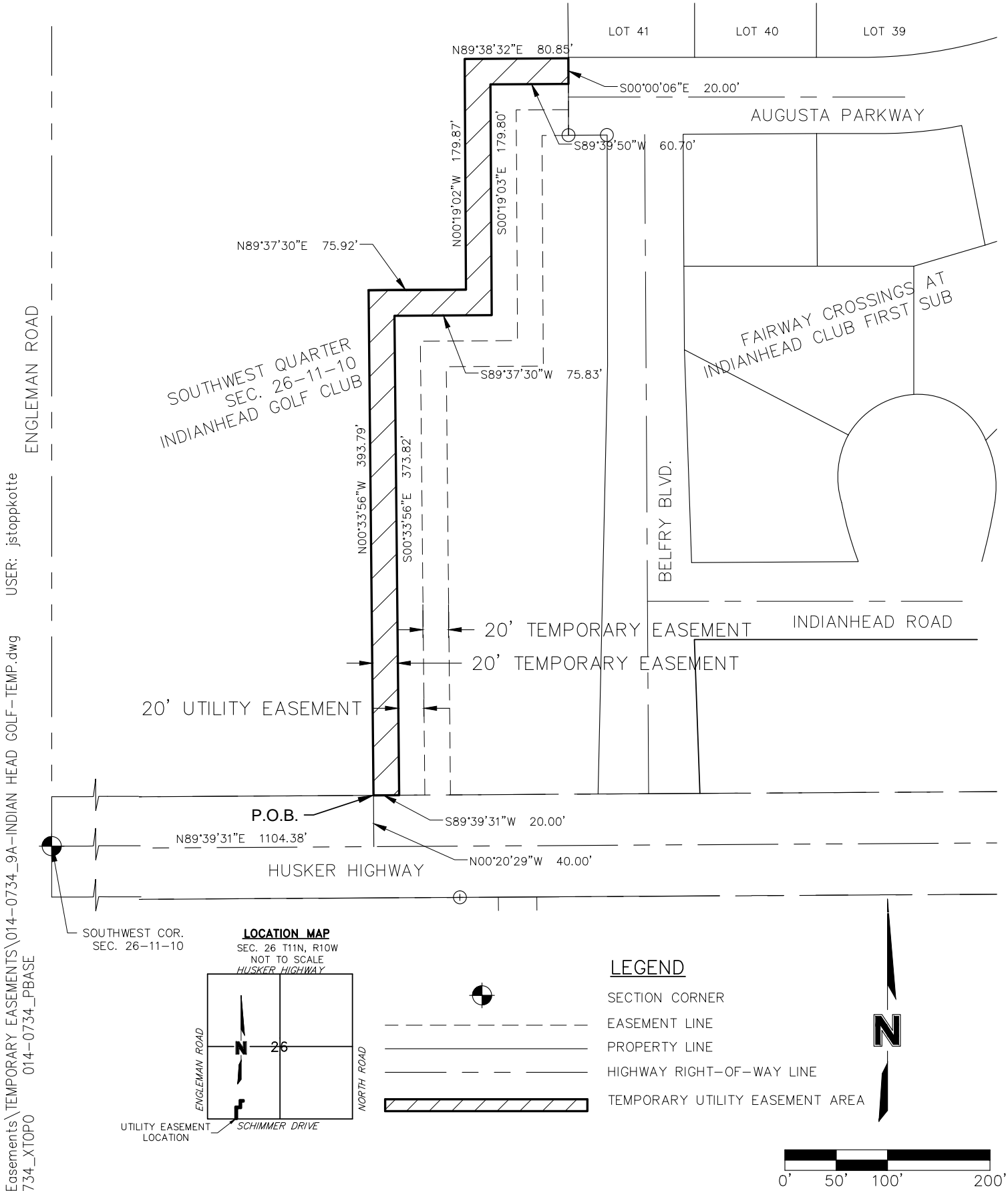
CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

BY _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

TEMPORARY UTILITY EASEMENT

HALL COUNTY, NEBRASKA



TEMPORARY UTILITY EASEMENT DESCRIPTION

A TEMPORARY UTILITY EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26-T11N-R10W; THENCE ON AN ASSUMED BEARING OF N89°39'31"E, ALONG THE CENTERLINE OF HUSKER HIGHWAY A DISTANCE OF 1104.38 FEET; THENCE N00°20'29"W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°33'56"W A DISTANCE OF 393.79 FEET; THENCE N89°37'30"E A DISTANCE OF 75.92 FEET; THENCE N00°19'02"W A DISTANCE OF 179.87 FEET; THENCE N89°38'32"E A DISTANCE OF 80.85 FEET TO A POINT ON THE WEST LINE OF FAIRWAY CROSSINGS AT INDIANHEAD CLUB 1ST SUBDIVISION; THENCE S00°00'06"E, ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE S89°39'50"W A DISTANCE OF 60.70 FEET; THENCE S00°19'03"E A DISTANCE OF 179.80 FEET; THENCE S89°37'30"W A DISTANCE 75.83 FEET; THENCE S00°33'56"E A DISTANCE OF 373.82 FEET TO A POINT ON THE NORTH ROW LINE OF HUSKER HIGHWAY; THENCE S89°39'31"W, ALONG SAID NORTH ROW LINE OF HUSKER HIGHWAY, A DISTANCE OF 20.00 FEET TO THE POINT IF BEGINNING. SAID TEMPORARY UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 14,207 SQUARE FEET OR 0.33 ACRES MORE OR LESS.

PROJECT NO: 2014-0734	HUSKER HIGHWAY UTILITY EASEMENTS		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JAS				9A
DATE: 03/05/2015				

TEMPORARY UTILITY EASEMENT

HALL COUNTY, NEBRASKA

DWC: F:\projects\014-0734\SRVY Husker Hwy\Easements\TEMPORARY EASEMENTS\014-0734_9B-INDIAN HEAD GOLF-TEMP.dwg
DATE: Apr 23, 2015 4:14pm
XREFS: 014-0734_XTOPO 014-0734_PBASE
USER: jstoppkotte

ENGLEMAN ROAD

LOT 41

LOT 40

LOT 39

N89°39'50"E 40.70'

S00°00'06"E 20.00'

AUGUSTA PARKWAY

S89°38'47"W 20.60'

N89°37'30"E 75.74'

N00°19'03"W 179.82'

S00°19'02"E 179.79'

S89°37'42"W 75.65'

SOUTHWEST QUARTER
SEC. 26-11-10
INDIANHEAD GOLF CLUB

FAIRWAY CROSSINGS AT
INDIANHEAD CLUB FIRST SUB

BELFRY BLVD.

INDIANHEAD ROAD

20' UTILITY EASEMENT

20' TEMPORARY EASEMENT

20' TEMPORARY EASEMENT

P.O.B.

N89°39'31"E 1144.38'

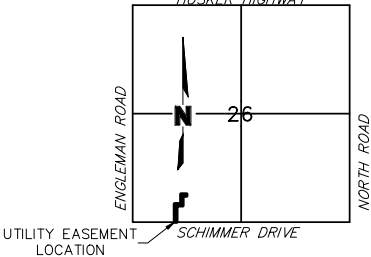
S89°39'31"W 20.00'

N00°20'29"W 40.00'

HUSKER HIGHWAY

SOUTHWEST COR.
SEC. 26-11-10

LOCATION MAP
SEC. 26 T11N, R10W
NOT TO SCALE
HUSKER HIGHWAY



LEGEND

- SECTION CORNER
- EASEMENT LINE
- PROPERTY LINE
- HIGHWAY RIGHT-OF-WAY LINE
- TEMPORARY UTILITY EASEMENT AREA



TEMPORARY UTILITY EASEMENT DESCRIPTION

A TEMPORARY UTILITY EASEMENT LOCATED IN PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26-T11N-R10W; THENCE ON AN ASSUMED BEARING OF N89°39'31"E, ALONG THE CENTERLINE OF HUSKER HIGHWAY A DISTANCE OF 1144.38 FEET; THENCE N00°20'29"W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°33'56"W A DISTANCE OF 353.82 FEET; THENCE N89°37'30"E A DISTANCE OF 75.74 FEET; THENCE N00°19'03"W A DISTANCE OF 179.82 FEET; THENCE N89°39'50"E A DISTANCE OF 40.70 FEET TO A POINT ON THE WEST LINE OF FAIRWAY CROSSINGS AT INDIANHEAD CLUB 1ST SUBDIVISION; THENCE S00°00'06"E, ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE S89°38'47"W A DISTANCE OF 20.60 FEET; THENCE S00°19'02"E A DISTANCE OF 179.79 FEET; THENCE S89°37'42"W A DISTANCE 75.65 FEET; THENCE S00°33'54"E A DISTANCE OF 333.83 FEET TO A POINT ON THE NORTH ROW LINE OF HUSKER HIGHWAY; THENCE S89°39'31"W, ALONG SAID NORTH ROW LINE OF HUSKER HIGHWAY, A DISTANCE OF 20.00 FEET TO THE POINT IF BEGINNING. SAID TEMPORARY UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 12,600 SQUARE FEET OR 0.29 ACRES MORE OR LESS.

PROJECT NO: 2014-0734

DRAWN BY: JAS

DATE: 03/05/2015

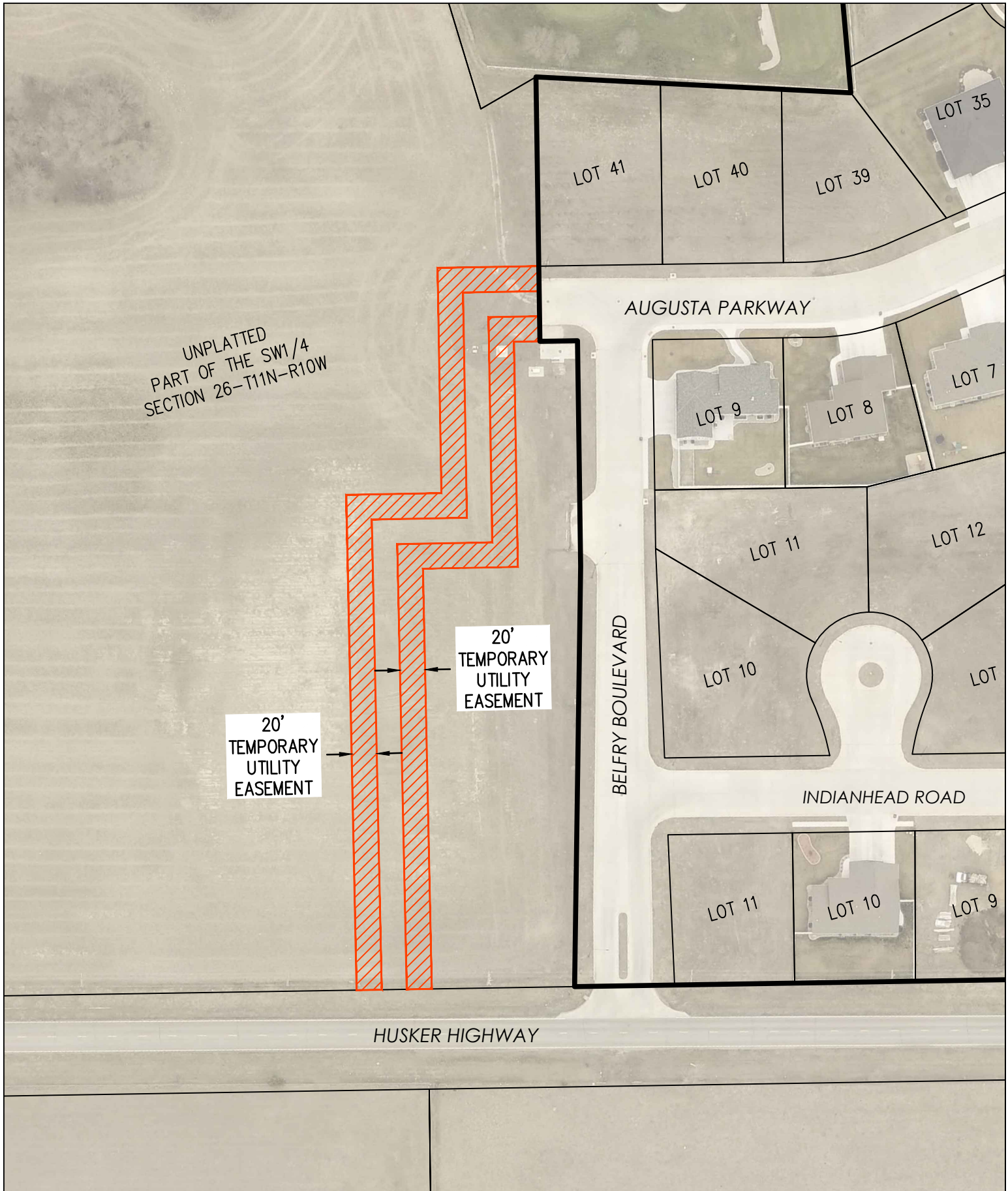
HUSKER HIGHWAY
UTILITY EASEMENTS

MOLSSON ASSOCIATES

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

EXHIBIT

9B



DWG: J:\SUBDIVISIONS\SEC 26-11-10\EXHB_HUSKER HIGHWAY EASEMENTS\EXHB_HUSKER HIGHWAY EASEMENTS.DWG 11/29/2018 4:05:33 PM

TEMPORARY UTILITY EASEMENT EXHIBIT

RESOLUTION 2018-363

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner to construct an eight (8) inch sanitary sewer main in a southerly direction from the lift station serving Fairway Crossings at Indianhead Golf Club First Subdivision to Husker Highway:

Indian Head Golf Club, LLC –

T11N-R10W; thence on an assumed bearing of N89°39'31"E, along the centerline of Husker Highway a distance of 1104.38 feet; thence N00°20'29"W a distance of 40.00 feet to a point on the north right-of-way line of Husker Highway, said point also being the point of beginning; thence N00°33'56"W a distance of 393.79 feet; thence N89°37'30"E a distance of 75.92 feet; thence N00°19'02"W a distance of 179.87 feet; thence N89°38'32"E a distance of 80.85 feet to a point on the west line of Fairway Crossings at Indianhead Club 1st Subdivision; thence S00°00'06"E, along said west line a distance of 20.00 feet; thence S89°39'50"W a distance of 60.70 feet; thence S00°19'03"E a distance of 179.80 feet; thence S89°37'30"W a distance of 75.83 feet; thence S00°33'56"E a distance of 373.82 feet to a point on the north ROW line of Husker Highway; thence S89°39'31"W, along said north ROW line of Husker Highway, a distance of 20.00 feet to the point of beginning. Said temporary utility easement contains a calculated area of 14,207 square feet or 0.33 acres more or less.

and

Commencing at the southwest corner of Section 26-T11N-R10W; thence on an assumed bearing of N89°39'31"E, along the centerline of Husker Highway a distance of 1144.38 feet; thence N00°20'29"W a distance of 40.00 feet to a point on the north right-of-way line of Husker Highway, said point also begin the point of beginning; thence N00°33'56"W a distance of 353.82 feet; thence N89°37'30"E a distance of 75.74 feet; thence N00°19'03"W a distance of 179.82 feet; thence N89°39'50"E a distance of 40.70 feet to a point on the west line of Fairway Crossings at Indianhead Club 1st Subdivision; thence S00°00'06"E, along said west line a distance of 20.00 feet; thence S89°38'47"W a distance of 20.60 feet; thence S00°19'02"E a distance of 179.79 feet; thence S89°37'42"W a distance of 75.65 feet; thence S00°33'54"E a distance of 333.83 feet to a point on the north ROW line of Husker Highway; thence S89°39'31"W, along said north ROW Line of Husker Highway, a distance of 20.00 feet to the point of beginning. Said temporary utility easement contains a calculated area of 12,600 square feet or 0.29 acres more or less.

WHEREAS, such Temporary Construction easements have 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 acquire the Temporary Construction easements on the above described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-8

#2018-364 - Approving Benefits for Sanitary Sewer District No. 540T; West US Highway 30 and Engleman Road / West Park Plaza Sanitary Sewer Extension

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

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

RESOLUTION NO. 2018-364

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2018-BE-x shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 540T, such benefits are the sums set opposite the descriptions as follows:

Parcel No.	Owner	Legal Description	Tap Connection Fee
400201186	Shafer & Hartman Farms, LLC	An undivided one-half (1/2) interest in and to a tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska and more particularly described as follows: Beginning at the southwest corner of said Northwest Quarter (NW ¼); thence running easterly along the south line of said Northwest Quarter (NW ¼) a distance of Thirty Three (33) feet; thence running northerly and parallel to the west line of said Northwest Quarter (NW ¼) a distance of Two Hundred Eight and Seven Tenths (208.7) feet; thence running easterly and parallel to the south line of said Northwest Quarter (NW ¼) a distance of Nine Hundred Ninety Three and Six Tenths (993.6) feet; thence running northerly and parallel to the west line of said Northwest Quarter (NW ¼) a distance of Sixteen and Three Tenths	\$151,671.10

Approved as to Form ☐ _____
November 30, 2018 ☐ City Attorney

RESOLUTION NO. 2018-364 (Cont.)

		(16.3) feet; thence running northeasterly and parallel with the northerly right-of-way line of the Union Pacific Railroad R.O.W. a distance of One Thousand Eight Hundred Eighty Five and Six Tenths (1,885.6) feet to a point on the east line of said Northwest Quarter (NW ¼); thence running northerly along and upon the east line of said Northwest Quarter (NW ¼) a distance of One Thousand Four Hundred Ninety Seven and Four Tenths (1,497.4) feet to the northeast corner of said Northwest Quarter (NW ¼); thence running westerly along and upon the north line of said Northwest Quarter (NW ¼) a distance of One Thousand Two Hundred Eighty and Forty Five hundredths (1,280.45) feet; thence deflecting left 90°35'40" and running southerly a distance of Nine Hundred Fifty Two and Three Tenths (952.3) feet; thence deflecting right 88°47'40" and running westerly a distance of One Thousand Three Hundred Seventy Seven and Three Tenths (1,377.3) feet to a point on the west line of said Northwest Quarter (NW ¼); thence running southerly along and upon the west line of said Northwest Quarter (NW ¼) a distance of One Thousand Six Hundred Seventy Nine and Thirteen Hundredths (1,679.13) feet to the point of beginning (containing 101.128 acres, more or less).	
400159155	Glenn H. Schwarz Glenn H. Schwarz Revocable Trust Dated July 21, 2004	All that part of the Easterly Seventy Acres (70A) of North Half of the Northeast Quarter (N ½ NE ¼) of Section 26 in Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, including Lots 17, 18 19, 20, 41, 42, 43, 44 and the Westerly One Half of Lots 16, 21, 40 & 45 of Person's Subdivision in such North Half of the Northeast Quarter lying north and west of the tract conveyed to the State of Nebraska for new Highway 30 as described in Book 136 on Page 307 of Deeds, Hall County, Nebraska, and excepting a tract of land conveyed to Howard E. Stearns and recorded in Book 155, Page 225 of the Deed Records of Hall County, Nebraska, also excepting a tract of land now known as Schuele Subdivision.	\$ 49,959.53
400151049	Casey's Retail Company, an Iowa Company	A tract of land comprising a part of the Southwest Quarter of the Northeast Quarter of Section 26, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the northwest corner of said Southwest Quarter (SW ¼) of the Northeast Quarter, thence easterly along the north line of said Southwest Quarter of the Northeast Quarter, a distance of 594.34 feet, to the northwesterly right-of-way line of the Union Pacific Railroad Company; thence southwesterly along said railroad right-of-way line, a distance of 693.85 feet, to the west line of said Northeast Quarter; thence northerly along the west line of said Northeast Quarter, a distance of 366.54 feet to the place of beginning.	\$ 13,529.16

RESOLUTION NO. 2018-364 (Cont.)

400151073	Dustin J Mahlbach & Ashley M Mahlbach	A tract of land in the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point 33' east and 113' north of the southwest corner of the SW ¼ NW ¼ of said Section 26, said point being the place of beginning, running thence north a distance of 95' on a line parallel to the west line of Section 26; thence running east at right angles a distance of 417' on a line parallel to the south line of the SW ¼ NW ¼, above described; thence running south at right angles a distance of 95' on a line parallel to the west line of Section 26; thence running west at right angles a distance of 417' on a line parallel to the south line of the SW ¼ NW ¼, above described to the point of beginning.	\$ 4,809.52
400151065	Darrell L Johnson & Linda K Johnson	A tract of land situated in the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 26, in Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska more particularly described as follows: Beginning at a point on the east-west one-half section line thru said Section 26, said point being 33.0 feet east of the one-quarter section corner on the west side of said Section 26; running thence east along and upon said one-half section line thru said Section 26, a distance of 417.4 feet, running thence north parallel with the west line of said Section 26, a distance of 209.7 feet, running thence west parallel with the said one-half section line thru said Section 26, a distance of 417.4 feet; running south parallel with the west line of said Section 26, a distance of 208.7 feet to the point of beginning, Hall County, Nebraska, excepting a certain tract therefrom as recorded in survivorship warranty deed recorded in Book 159, Page 127, in the Register of Deeds Office, Hall County, Nebraska.	\$ 5,764.43
400151103	Gerald W Poels	A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, said tract being more particularly described as follows: With reference to the southwest corner of said NW ¼; thence running S89°55'55"E for 818.48 feet to the actual point of beginning; thence N00°09'04"W for 208.60 feet; thence N89°51'08"W for 367.36 feet; thence S00°04'41"W for 208.68 feet; thence S89°51'56"E for 368.20 feet to the point of beginning, the west line of said NW ¼ assumed S00°00'00"E in direction. and A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section Twenty Six (26), Township Eleven (11) North, Range Ten (10) West of the 6 th P.M., Hall County, Nebraska, said tract being more particularly described as follows: With reference to the southwest corner of said NW ¼; thence running S89°55'55"E for 818.48 feet to the actual point of beginning; thence S89°55'02"E for 208.68 feet; thence N00°00'27"W for 208.58 feet; thence N89°54'34"W for 209.19 feet; thence S00°09'04"E for 208.60 feet to the	\$ 14,530.36

RESOLUTION NO. 2018-364 (Cont.)

		point of beginning, the west line of said NW ¼ assumed S00°00'00"E in direction.	
400151634	James S Reed & Precious A Reed	Lot One (1), Bick's Second Subdivision to the City of Grand Island, Hall County, Nebraska	\$2,816.28
400460580	Destiny Church, Assembly of God of Grand Island, Nebraska	Lot One (1), Bick's Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska	\$6,231.73
400151642	Guillerma A DeLeon & Guillermo R DeLeon	Lot Two (2), Bick's Fourth Subdivision, Grand Island, Hall County, Nebraska	\$3,742.41
400151111	Leighton E Lanka	Lot One (1), Lanka Green Acres Subdivision, City of Grand Island, Hall County, Nebraska	\$7,866.57
400396173	Leighton E Lanka	Lot Two (2), Lanka Green Acres Subdivision, City of Grand Island, Hall County, Nebraska	\$3,177.48
400151057	John Sears	A tract of land comprising a part of the NW ¼ of Section 26, in Township 11 North, Range 10, West of the 6 th P.M., in Hall County, Nebraska, and described as follows: From a point where the north right-of-way line of the Union Pacific Railroad Company intersects the east line of said NW ¼ of Section 26, running thence southwesterly upon the north right-of-way line of the Union Pacific Railroad Company for a distance of 675.00 feet, to the actual point of beginning, running thence north parallel to the east line of said NW ¼ 225.00 feet running thence southwesterly parallel with the north right-of-way line of the Union Pacific Railroad Company, a distance of 225.00 feet, running thence south parallel to the east line of said NW ¼, 225.00 feet, to a point on the north right-of-way line of the Union Pacific Railroad Company, running thence northeasterly upon said north right-of-way line of the Union Pacific Railroad Company, a distance of 225.00 feet, to the point of beginning.	\$5,396.76
400151138	Ralph L Lucas & Ramona L Lucas	A certain part of the Northwest Quarter (NW ¼) of Section 26, in Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows, to-wit: From a point where the north right-of-way line of the Union Pacific Railroad Company intersects the east line of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10, West of the 6 th P.M., running thence southwesterly along and upon the north right-of-way line of the Union Pacific Railroad Company, for a distance of 450.0 feet to the actual point of beginning, running thence north parallel to the east line of said Northwest Quarter (NW ¼) of said Section 26, 225.0 feet, running thence southwesterly parallel to the north right-of-way line of the Union Pacific Railroad Company, for a distance of 225.0 feet, running thence south parallel to the east line of the Northwest Quarter (NW ¼) of said Section 26, 225.0 feet to a point on the north right-of-way line of the Union Pacific Railroad Company, running thence northeasterly along and upon the north right-of-way line of the Union Pacific Railroad Company, a distance of 225.0 feet to the point of beginning.	\$5,382.09

RESOLUTION NO. 2018-364 (Cont.)

400151162	Joseph H Ewoldt	A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at a point on the northerly right-of-way line of the Union Pacific Railroad Company, said point being Two Hundred Twenty-Five (225.0) feet southwesterly from the intersection of said right-of-way line with the east line of said Northwest Quarter (NW ¼); thence northerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet; thence southwesterly parallel to said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet; thence southerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet, to said right-of-way line; thence northeasterly along said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet to the place of beginning.	\$2,491.01
400151154	Linda M Clark	A tract of land comprising a part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M. in Hall County, Nebraska, more particularly described as follows: beginning at a point on the northerly right-of-way line of the Union Pacific Railroad Company, said point being Two Hundred Twenty Five (225.0) feet southwesterly from the intersection of said right-of-way line with the east line of said Northwest Quarter (NW ¼); thence northerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty Five (225.0) feet; thence southwesterly parallel to said right-of-way line, distance of One Hundred Twelve and Five Tenths (112.5) feet; thence southerly parallel to said east line of the Northwest Quarter (NW ¼), a distance of Two Hundred Twenty-Five (225.0) feet, to said right-of-way line; thence northeasterly along said right-of-way line, a distance of One Hundred Twelve and Five Tenths (112.5) feet to the place of beginning. Also known as: Lots One (1) and Two (2), C & E Subdivision, in the City of Grand Island, Hall County, Nebraska.	\$2,886.94
400151146	Jesus Guerrero and Diana L Rodriguez	Part of the Northwest Quarter (NW ¼) of Section 26, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as: Beginning at a point where the east line of the Northwest Quarter (NW ¼) of said Section 26, Township 11 North, Range 10 West of the 6 th P.M. intersects the north right-of-way line of the U.P.R.R. Co. which point is Nine Hundred Eighty Seven and One Tenth (987.1) feet north of the southeast corner of the Northwest Quarter (NW ¼) of said Section 26, running thence north along the east line of the Northwest Quarter (NW ¼) of said Section 26, Two Hundred Twenty Five (225.0) feet; running thence westerly parallel with the north right-of-way of the U.P.R.R. Co. Two Hundred Twenty Five (225.0) feet; running thence south parallel to the east line of the said Northwest Quarter (NW ¼) of said Section 26 Two Hundred Twenty Five (225.0) feet to a point on the north right-of-way of the U.P.R.R. CO., thence easterly along the north right-of-way line of the U.P.R.R. Co., Two Hundred Twenty Five (225.0) feet to the actual point.	\$5,369.89

RESOLUTION NO. 2018-364 (Cont.)

400378205	L & P Investments, LLC	Lot One (1), Elder Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska	\$23,167.36
400378221	L & P Investments, LLC	Lot Two (2), Elder Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.	\$12,339.04
400459906	H & H Self Storage, LLC	A tract of land comprising a part of the East Half of the Northeast Quarter of Section Twenty-Seven (27), Township Eleven (11) North, Range Ten (10), West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the south line of the said Northeast Quarter, said point being 660.0 feet west of the southeast corner of said Northeast Quarter; thence westerly along the south line of said Northeast Quarter, a distance of 662.62 feet to the southwest corner of said East Half of the Northeast Quarter, thence northerly along the west line of said East Half of the Northeast Quarter, a distance of 1,319.92 feet; thence deflecting right 88°22'50" and running easterly, a distance of 660.3 feet; thence deflecting right 91°30'23" and running southerly, a distance of 1,334.4 feet to the place of beginning.	\$89,778.50
400201267	Gary P Rowe	A tract of land comprising a part of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said Northeast Quarter (NE ¼); thence westerly along the south line of said Northeast Quarter (NE ¼) a distance of Six Hundred Sixty (660.0) feet; thence northerly parallel to the east line of said Northeast Quarter (NE ¼) a distance of Two Thousand One and Fifty-Six Hundredths (2,001.56) feet; thence easterly along a line Six Hundred Sixty (660.0) feet south of and parallel to the north line of said Northeast Quarter (NE ¼) a distance of Three Hundred Thirty (330.0) feet; thence southerly along a line Three Hundred Thirty (330.0) feet west of and parallel to the east line of said Northeast Quarter (NE ¼) a distance of One Thousand Five Hundred Eight-Seven and Thirty Five Hundredths (1,587.35) feet; thence deflecting left 90°10'30" and running easterly a distance of Three Hundred Thirty (330.0) feet, to the east line of said Northeast Quarter (NE ¼); thence southerly along the east line of said Northeast Quarter (NE ¼) a distance of Four Hundred Twenty and Thirty Five Hundredths (420.35) feet to the place of beginning, excepting Lots One (1) and Two (2) in Rowe Subdivision, Hall County, Nebraska.	\$25,411.99
400201240	Lonnie J Nunnenkamp aka Lonny J Nunnenkamp and Carla Grabau-Nunnenkamp; Lonnie J Nunnenkamp Revocable Trust and Carla D Grabau-Nunnenkamp Revocable Trust	A tract of land located in the East Half (E ½) of the Northeast Quarter (NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., Hall County, Nebraska, more particularly described as follows: Commencing at a point on the east line of the Northeast Quarter (NE ¼) of Section 27, said point being 1,553.60 feet south of the northeast corner of Section 27; thence southerly a distance of 701.25 feet; thence west a distance of 330.0 feet; thence north a distance of 701.25 feet; thence east a distance of 330.0 feet to the place of beginning.	\$24,570.28

RESOLUTION NO. 2018-364 (Cont.)

400201267	Gary P Rowe	A tract of land comprising a part of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the southeast corner of said Northeast Quarter (NE ¼); thence westerly along the south line of said Northeast Quarter (NE ¼) a distance of Six Hundred Sixty (660.0) feet; thence northerly parallel to the east line of said Northeast Quarter (NE ¼) a distance of Two Thousand One and Fifty Six Hundredths (2,001.56) feet; thence easterly along a line Six Hundred Sixty (660.0) feet south of and parallel to the north line of said Northeast Quarter (NE ¼) a distance of Three Hundred Thirty (330.0) feet; thence southerly along a line Three Hundred Thirty (330.0) feet west of and parallel to the east line of said Northeast Quarter (NE ¼) a distance of One Thousand Five Hundred Eighty-Seven and Thirty Five Hundredths (1,587.35) feet; thence deflective left 90°10'30" and running easterly a distance of Three Hundred Thirty (330.0) feet, to the east line of said Northeast Quarter (NE ¼); thence southerly along the east line of said Northeast Quarter (NE ¼) a distance of Four Hundred Twenty and Thirty Five Hundredths (420.35) feet to the place of beginning, excepting Lots One (1) and Two (2) in Rowe Subdivision, Hall County, Nebraska.	\$14,398.19
400204118	Daniel R Garner	Lot Two (2), in Rowe Subdivision, Hall County, Nebraska.	\$7,731.83
400204096	Daniel R Garner	Lot One (1), in Rowe Subdivision, Hall County, Nebraska.	\$4,904.15
400151294	Ascentia	A tract of land comprising a part of the Southeast Quarter (SE ¼) of Section 27, Township 11 North, Range 10 West of the 6 th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the northeast corner of the Southeast Quarter (SE ¼) of said Section 27; thence southerly along the east line of said Section 27, a distance of Six Hundred Twenty Five and Ninety Three Hundredths (625.93) feet, to the northerly right-of-way line of the Union Pacific Railroad; thence southwesterly along said right-of-way line, a distance of Nine Hundred Sixty One and Twenty Four Hundredths (961.24) feet; thence northwesterly perpendicular to said right-of-way line, a distance of Six Hundred Three and Sixty Five Hundredths (603.65) feet; thence northerly parallel to the east line of said Section 27 a distance of Sixty Nine and Eighty Five Hundredths (69.85) feet; thence running westerly a distance of Fifteen Hundred Ten and Ninety Five Hundredths (1,510.95) feet to a point on the west line of said Southeast Quarter (SE ¼), said point being Sixteen Hundred Eighty Seven and Twenty Six Hundredths (1,687.26) feet North of said U.P.R.R. right-of-way line; thence northerly along said west line of said Southeast Quarter (SE ¼) a distance of Five Hundred Thirty One (531.0) feet, to the northwest corner of said Southeast Quarter (SE ¼) thence easterly along the north line of said Southeast Quarter (SE ¼) a distance of Two Thousand Six Hundred Forty Five and Ninety Five Hundredths (2,645.95) feet to the place of beginning.	\$219,140.71
			\$707,067.31

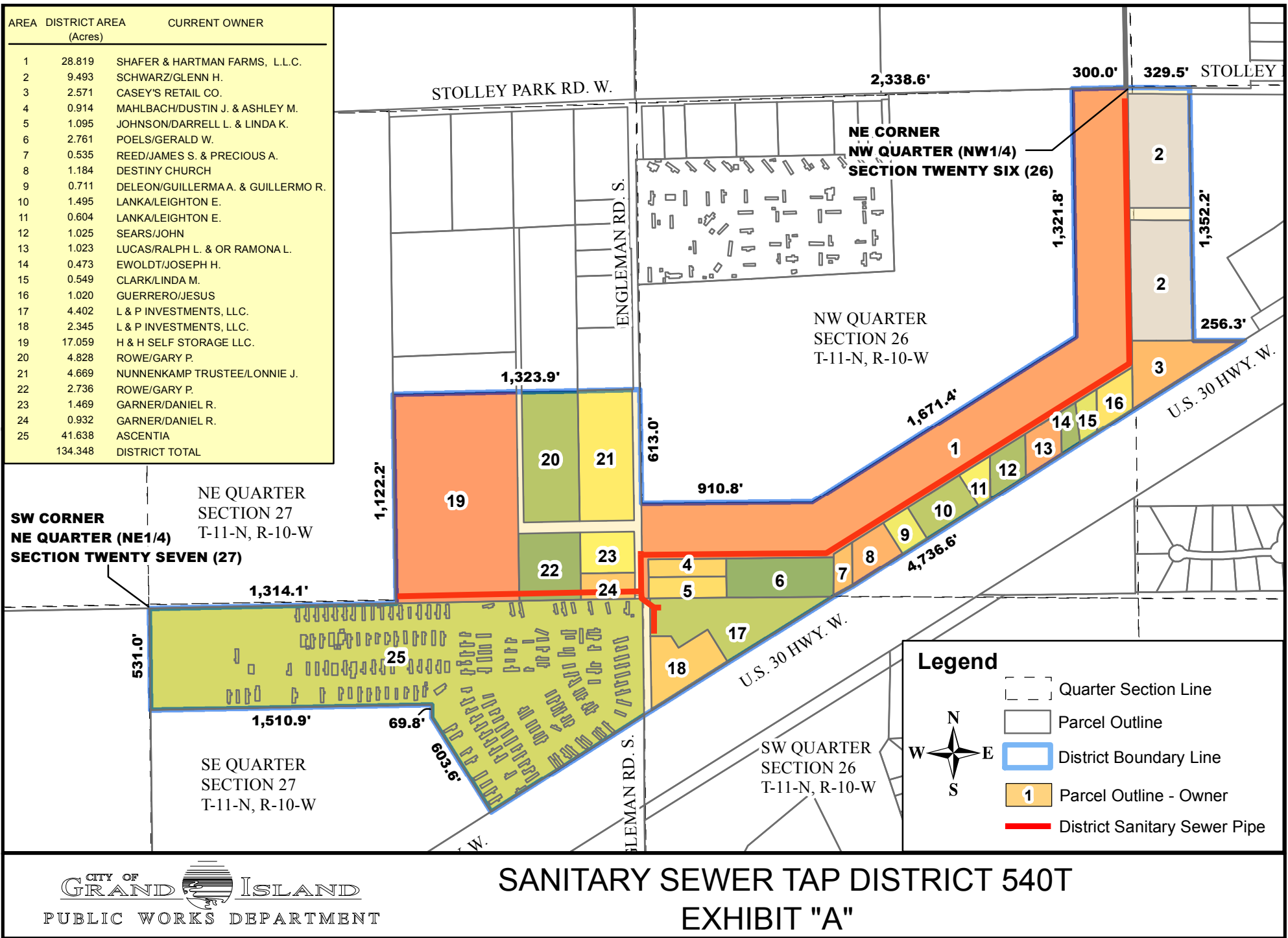
RESOLUTION NO. 2018-364 (Cont.)

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-9

#2018-365 - Amending the 2018/2019 Fee Schedule Regarding Parking Fees

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

Council Agenda Memo

From: John Collins PE, Public Works Director
Robert Falldorf, Police Chief

Meeting: December 4, 2018

Subject: Approving Amending the 2018/2019 Fee Schedule
Regarding Parking Fees

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

Background

The 2018/2019 Fee Schedule lists a parking permit fee for the Middle & Upper levels of the parking ramp located at the corner of Pine Street & 1st Street, as well as for the Chamber parking lot at the corner of Walnut Street and 2nd Street.

Discussion

With the ongoing development of Railside in the downtown area questions have been brought up regarding free parking vs. paid parking. Working through such questions some inconsistencies have been discovered.

Staff is recommending the removal of the \$15.00 per month parking permit for the Middle & Upper levels of the parking ramp, and the \$50.00 per year Chamber parking lot fee.

Such recommendations are based on the parking ramp being underutilized on the middle & upper levels, as well as the Free Parking sign at the entrance of the Chamber parking lot installed by Railside. During discussions with the Police Department enforcement has not taken place at either of these locations since late 2015/early 2016, due to their current staffing level, coupled with the parking ramp not having been marked for permitted parking.

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 2018/2019 Fee Schedule Amendment.

Sample Motion

Move to modify the existing fee schedule.

RESOLUTION 2018-365

WHEREAS, it is necessary to amend the 2018/2019 Fee Schedule to correct the parking permit fees; and

WHEREAS, it is recommended that the Middle & Upper levels: “Reserved Monthly” at \$15.00 per month and the Chamber Lot Parking Fee of \$50.00 per year be removed; and

WHEREAS, it is recommended that such amendment be approved and adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2018/2019 Fee Schedule is hereby amended to remove the Middle & Upper levels: “Reserved Monthly” at \$15.00 per month and the Chamber Lot Parking Fee of \$50.00 per year.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-10

**#2018-366 - Approving Purchase of Herman Miller Line Furniture
for Edith Abbott Memorial Library Renovation**

Staff Contact: Steve Fosselman, Library Director

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: December 4, 2018

Subject: Approving Purchase of Herman Miller Line Furniture for Edith Abbott Memorial Library Renovation

Presenter(s): Steve Fosselman, Library Director

Background

Renovations to the Edith Abbott Memorial Library are now underway, including procurement of specified furnishings and equipment. The Grand Island Public Library Foundation is responsible for financing all costs for this project that are not provided by the Grimminger estate funds from the 295 Special Project Account and project-specific grant funds received by the City, as per Resolution No. 2018-164 approved by the City Council on June 12, 2018.

Discussion

To meet competitive bidding requirements the Grand Island Public Library obtained cooperative contract pricing for various Herman Miller line chairs, stools, tables, etc. from AOI Corporation of Omaha, Nebraska through US Communities Contract 4400003403 with Herman Miller, Inc. The total for these items including delivery and installation is \$61,613.42.

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 purchase of various Herman Miller line chairs, stools, tables, etc. from AOI Corporation of Omaha, Nebraska in the amount of \$61,613.42 through US Communities Contract 4400003403 with Herman Miller, Inc.

Sample Motion

Move to approve the purchase of various Herman Miller line chairs, stools, tables, etc. from AOI Corporation of Omaha, Nebraska in the amount of \$61,613.42 through US Communities Contract 4400003403 with Herman Miller, Inc.

RESOLUTION 2018-366

WHEREAS, US Communities Contract 4400003403 with Herman Miller, Inc. was used to secure competitive bids for Herman Miller line chairs, stools, tables, etc. from AOI Corporation of Omaha, Nebraska as part of the Edith Abbott Memorial Library renovation; and

WHEREAS, the purchase of these items from AOI Corporation of Omaha, Nebraska through this contract, including delivery and installation, totals \$61,613.42.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the that the purchase of various Herman Miller line chairs, stools, tables, etc. from AOI Corporation of Omaha, Nebraska in the amount of \$61,613.42 through US Communities Contract 4400003403 with Herman Miller, Inc. is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-11

#2018-367 - Approving Purchase of Multiple Manufacturers' Furniture for Edith Abbott Memorial Library Renovation

Staff Contact: Steve Fosselman, Library Director

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: December 4, 2018

Subject: Approving Purchase of Multiple Manufacturers' Furniture for Edith Abbott Memorial Library Renovation

Presenter(s): Steve Fosselman, Library Director

Background

Renovations to the Edith Abbott Memorial Library are now underway, including procurement of specified furnishings and equipment. The Grand Island Public Library Foundation is responsible for financing all costs for this project that are not provided by the Grimminger estate funds from the 295 Special Project Account and project-specific grant funds received by the City, as per Resolution No. 2018-164 approved by the City Council on June 12, 2018.

Discussion

To meet competitive bidding requirements the Grand Island Public Library obtained cooperative contract pricing for multiple manufacturers' chairs and tables from AOI Corporation of Omaha, Nebraska through:

- NCPA Contract 07-47 with Versteel
- E&I Cooperative Services Contract CNR01372 with Agati, Inc.
- E&I Cooperative Services Contract CNR01280 with Hightower Group
- National IPA Contract R142213 with OFS

The total for these items including delivery and installation is \$44,892.09.

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 purchase of multiple manufacturers' chairs and tables from AOI Corporation of Omaha, Nebraska in the amount of \$44,892.09 through NCPA Contract 07-47 with Versteel, E&I Cooperative Services Contract CNR01372 with Agati, Inc, E&I Cooperative Services Contract CNR01280 with Hightower Group, and National IPA Contract R142213 with OFS.

Sample Motion

Move to approve the purchase of multiple manufacturers' chairs and tables from AOI Corporation of Omaha, Nebraska in the amount of \$44,892.09 through NCPA Contract 07-47 with Versteel, E&I Cooperative Services Contract CNR01372 with Agati, Inc, E&I Cooperative Services Contract CNR01280 with Hightower Group, and National IPA Contract R142213 with OFS.

R E S O L U T I O N 2018-367

WHEREAS, cooperative purchase contracts were utilized to secure competitive bids for multiple manufacturers' chairs and tables from AOI Corporation of Omaha, Nebraska as part of the Edith Abbott Memorial Library renovation; and

WHEREAS, the purchase of these items from AOI Corporation of Omaha, Nebraska through these contracts, including delivery and installation, totals \$44,892.09.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of multiple manufacturers' chairs and tables from AOI Corporation of Omaha, Nebraska in the amount of \$44,892.09 through NCPA Contract 07-47 with Versteel, E&I Cooperative Services Contract CNR01372 with Agati, Inc, E&I Cooperative Services Contract CNR01280 with Hightower Group, and National IPA Contract R142213 with OFS is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-12

#2018-368 - Approving the Purchase of Radio Transmission Equipment for 911 Center

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Director of Emergency Management

Meeting: December 4, 2018

Subject: Radio Equipment for New Facility

Presenter(s): Jon Rosenlund, Director of Emergency Management

Background

The 911 Center utilizes a Radio Console to communicate with local emergency agencies. The Radio Console controls radio equipment which transmits to repeaters on the various City and County radio repeaters, providing radio coverage throughout the County. Following a process of reviewing the various radio frequencies used by the 911 Center dispatchers, the Department has finalized the necessary radios needed for adequate communications. On November 20, 2018, the Council approved the purchase of a new Zetron Radio Console to control these radios, and this proposal will provide for the ensemble of backroom radio equipment for radio transmissions. Payment for this equipment will be made through fund balances of the 215 Landline E911 Fund.

Discussion

The Emergency Management Department was recently approved to purchase Zetron Radio Consoles for the new 911 Center. These Consoles provide dispatchers control of the various county radio frequencies to communicate with all the local emergency management agencies. The second part of the radio project is the purchase and installation of the actual radio transmission equipment (radios, antenna, line kits, etc) that will be controlled by the Consoles.

Following a process of reviewing all frequencies are used and monitored by dispatchers, and determining an ensemble of backroom radio transmission equipment that will both meet the needs of the Department while reducing costs as much, the Department has received a quote from Platte Valley Communications as attached for \$108,748.44. This includes radios and equipment to communicate on 19 different frequencies. Our most commonly used frequencies will use a more robust radio, allowing for better long-term use, while frequencies that are less often used for transmission were assigned a simpler radio for cost savings.

Platte Valley Communications, the authorized sole-source Motorola provider in our area, which allows the Department to maintain equipment that is consistent between the

Alternate 911 Center at City Hall and the new 911 Center at 1210 N. North Road. Payment for this equipment comes from the Landline E911 Fund 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 Council approve the purchase of the Zetron Radio Console Installation for \$307,936.30 to Platte Valley Communications.

Sample Motion

Move to approve the purchase of the Zetron Radio Console Installation for \$307,936.30 to Platte Valley Communications.

October 18, 2018

Grand Island – Hall County
Emergency Management Communications
Attn: Mindy Osterman
Emergency Management Coordinator

Mindy:

The purpose of this letter is to verify that Platte Valley Communications, Inc of Grand Island, Ne. is the sole provider of equipment and technical expertise required to upgrade the existing E911 Communications Console Equipment. A Communications System that's essential for Fire & EMS, Volunteer Fire & Quick Response Teams (QRT's), Public Safety and the health and welfare of the residents in Grand Island and Hall County, Ne.

This equipment upgrade will be included in our existing "Emergency Response Service Contract" that provides technician availability 24/7. Response time is within 30 minutes after notification.

Regards,



Howard Nispel
Owner- Platte Valley Communications, Inc.
Grand Island, Ne. 68803

Remit To Address:
 PLATTE VALLEY COMMUNICATIONS, INC
 PO BOX 505
 KEARNEY, NE 68848-0505



Quote

Number: 051800006

Date: 05/01/2018

1

Bill To:

COMMUNICATIONS-CIVIL DEFENSE*
 PO BOX 1968
 GRAND ISLAND, NE 68802

Ship To:

COMMUNICATIONS-CIVIL DEFEN
 PO BOX 1968
 GRAND ISLAND, NE 68802

Customer #	Salesperson	Customer PO #	Billing Phone	Contact	Frequency/Acct
COMCIV	EDWARD E MEEDEL	JON ROSENLUND	308-381-5360	LARRY SMITH	

Ordered	Shipped	Item #	Description	Unit Price	Amount
7.00	0.00	NON STOCK ITEM	SLR 8000 BASE RADIO T8319	\$3,900.0 each	\$27,300.00
			OPS 1, OPS 2, GIPD, HALL COUNTY SHERIFF, GRAND ISLAND FIRE DEPARTMENT, HALL COUNTY FIRE DEPARTMENT AND ADMINISTRATION.		
7.00	0.00	NON STOCK ITEM	CA02962- UHF FREQUENCY	\$3,600.0 each	\$25,200.00
7.00	0.00	NON STOCK ITEM	CA02989AA- UHF PRESELECTOR	\$500.00 each	\$3,500.00
1.00	0.00	NON STOCK ITEM	SLR 8000- BASE RADIO	\$3,900.0 each	\$3,900.00
			VHF EMERGENCY MANAGEMENT		
1.00	0.00	NON STOCK ITEM	CA02965AA- VHF FREQUENCY	\$3,600.0 each	\$3,600.00
1.00	0.00	NON STOCK ITEM	CA02987AA- VHF PRESELECTOR	\$500.00 each	\$500.00
11.00	0.00	AAM01QNH9JA1AN	CM300D UHF 25W DIGITAL	\$575.00 each	\$6,325.00
			Serial #Select Later OPS 3, OPS 4, HALL COUNTY FIRE DEPARTMENT #2, CITY UTILITIES, HUMANE SOCIETY, CITY PUBLIC WORKS, COUNTY PUBLIC WORKS, EMERGENCY MANAGEMENT UHF, U CALL, MED 8, MED 2.		
3.00	0.00	AAM01JNH9JA1AN	CM300D 136-174 25W 99CH AD	\$545.00 Unit	\$1,635.00
			Serial #Select Later EMERGENCY MANAGEMENT VHF.		
14.00	0.00	622988136016	SAMLEX PWR 23A SEC1223SM 11827	\$204.06 each	\$2,856.84
14.00	0.00	729198664732	TTP1-C 1 CH W/CASE 66473	\$340.03 each	\$4,760.42

Remit To Address:
 PLATTE VALLEY COMMUNICATIONS, INC
 PO BOX 505
 KEARNEY, NE 68848-0505



Quote

Number: 051800006

Date: 05/01/2018

3

Bill To:

COMMUNICATIONS-CIVIL DEFENSE*
 PO BOX 1968
 GRAND ISLAND, NE 68802

Ship To:

COMMUNICATIONS-CIVIL DEFEN
 PO BOX 1968
 GRAND ISLAND, NE 68802

Customer #	Salesperson	Customer PO #	Billing Phone	Contact	Frequency/Acct
COMCIV	EDWARD E MEEDEL	JON ROSEN LUND	308-381-5360	LARRY SMITH	

Ordered	Shipped	Item #	Description	Unit Price	Amount
1.00	0.00	MISC HARDWARE	MISC HARDWARE	\$500.00 each	\$500.00

1.00	0.00	TECH MIKE H	TECH TIME	\$7,000.0 hrs	\$7,000.00
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Installation includes mounting of antennas, antenna hardware, feeding antenna line into building, and connecting and grounding of antenna line. Also includes the programming, installation and optimization of all radio equipment.

G-TQ - INFRASTRUCTURE EQUIP.
 GI

Subtotal	\$108,748.44
Freight	\$0.00
Miscellaneous	\$0.00
Grand Island Nebr. Sales Tax Amount	\$0.00
Discount	\$0.00
Total	\$108,748.44
Amount Received	\$0.00
This is an order. Please pay from invoice.	
Net Due	\$108,748.44

Locations at: 3820 W. Arch Ave., Grand Island 308-382-6212
 2215 Ave. I, Kearney 308-237-9512
 211 E. 6th St., Lexington 308-324-6556
 218 E. 4th, York 402-362-6818

RESOLUTION 2018-368

WHEREAS, the Grand Island Emergency Center utilizes radio consoles to control radio transmission equipment to dispatch and communicate with local emergency response agencies as well as activate outdoor warning sirens and perform other emergency tasks; and

WHEREAS, the Emergency Management Department was recently approved to equip a new 911 Center at 1210 N. North Road with new radio consoles, requiring an ensemble of radio transmitters; and

WHEREAS, maintaining the same equipment for the Main and Alternate 911 Centers will reduce cost, provide better redundancy, and ensure adequate replacement equipment exists in an emergency; and

WHEREAS, Platte Valley Communications, the sole-source provider of Motorola Radio Equipment, has provided a proposal to install the necessary radio equipment ensemble to ensure adequate access to city and county radio frequencies for a total of \$108,748.44.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase of Radio Equipment though Platte Valley Communications for a total of \$108,748.44.

- - -

Adopted by the City Council of the City of Grand Island, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item G-13

**#2018-369 - Approving Purchase of an Articulated Wheel Loader
for the Heartland Public Shooting Park**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: December 4, 2018

Subject: Bid Award for One (1) New Articulated Wheel Loader
for use at the Heartland Public Shooting Park

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

The Shooting Park Division budgeted to purchase one (1) new articulated wheel loader in this year's budget. The proposed loader will replace a unit with over 4,000 hours that is becoming less dependable and difficult to repair. The new loader will be more reliable, easier to operate and provide additional years of service.

Discussion

On October 25, 2018 the Parks and Recreation Department advertised for loader bids. Six bids were submitted.

Fairbank Equipment, Grand Island, NE	\$68,000.00
Wise Heavy Equipment, LaVista, NE	\$78,590.00
Murphy Tractor & Equipment Co, Grand Island, NE	\$82,875.00
Titan Machinery, Lincoln, NE	\$81,500.00
NMC, Inc. Doniphan, NE	\$88,000.00
Titan Machinery, Grand Island, NE	\$81,000.00

Fairbank Equipment of Grand Island offered the lowest pricing. Fairbank additionally proposed an option to purchase a new demo unit with 70 hours of use with full warranty for \$3,500.00 credit and \$4,000.00 trade-in allowance for the existing loader.

Item #2 and #3 in the request for bids will not be purchased at this time.

Staff recommends trading in the existing loader and the purchase of a new demo unit from Fairbank Equipment. The total purchase price to Fairbank is \$60,500.00.

Funds were budgeted this year for this purchase in capital account 41044401-85615.

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 purchase of one (1) new articulated wheel loader with trade –in and credit.

Sample Motion

Move to approve the purchase of one (1) new articulated wheel loader with trade-in and credit from Fairbank Equipment of Grand Island, Nebraska for a total purchase price of \$60,500.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 6, 2018

FOR: (1) New Articulated Wheel Loader, (1) New 78"
Brush Root Grapple Attachment, and (1) New 72" Snow Blower
Attachment

DEPARTMENT: Parks and Recreation

ESTIMATE: \$70,000.00

FUND/ACCOUNT: Capital – Mach & Equipment – 41044401-85615

PUBLICATION DATE: October 25, 2018

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Fairbank Equipment
Grand Island, NE

Exceptions: Noted

Item #1 Base Bid: New Articulated Wheel Loader WL 38: \$68,000.00
One (1) each Make & Model: Wacker Newson WL 38 w/high flow

Item #2 Base Bid: New 78" Brush Root Grapple, Standard Duty Atch.: \$ 4,775.00
One (1) each Make & Model: Edge #502323

Item #3 Base Bid: New 72" Snow Blower SB72D Attachment: \$ 7,295.00
One (1) each Make & Model: Edge SB72D

LESS TRADE-IN: One (1) Willmar Wrangler Model 4500 Wheel Loader
With 4040 plus hours, includes fork attachment: \$ 4,000.00 as is
\$10,500.00 after repairs

TOTAL ADJUSTED BID: \$76,070.00 as is
\$69,570.00 after repair

Bidder: Wise Heavy Equipment, LLC
LaVista, NE

Exceptions: None

Item #1 Base Bid: New Articulated Wheel Loader WL 38: \$78,590.00
One (1) each Make & Model: Volvo L30GS

Item #2 Base Bid: New 78" Brush Root Grapple, Standard Duty Atch.: \$ 3,816.00
One (1) each Make & Model: FFC (Paladin) MTG1113-9783

Item #3 Base Bid: New 72" Snow Blower SB72D Attachment: \$ 5,673.00
One (1) each Make & Model:
FFC (Paladin) 11072D

LESS TRADE-IN: One (1) Willmar Wrangler Model 4500 Wheel Loader
With 4040 plus hours, includes fork attachment: \$5,000.00

TOTAL ADJUSTED BID: \$83,079.00

Bidder: Murphy Tractor & Equipment Co.
Grand Island, NE

Exceptions: None

Item #1 Base Bid: New Articulated Wheel Loader WL 38: \$82,875.00
One (1) each Make & Model: John Deere 304L

Item #2 Base Bid: New 78" Brush Root Grapple, Standard Duty Atch.: \$ 3,150.00
One (1) each Make & Model: Virnig SGV78

Item #3 Base Bid: New 72" Snow Blower SB72D Attachment: \$ 5,275.00
One (1) each Make & Model: Virnig V50

LESS TRADE-IN: One (1) Willmar Wrangler Model 4500 Wheel Loader
With 4040 plus hours, includes fork attachment: \$ 7,500.00

TOTAL ADJUSTED BID: \$83,800.00

Bidder: Titan Machinery
Lincoln, NE

Exceptions: Noted

Item #1 Base Bid: New Articulated Wheel Loader WL 38: \$81,500.00
One (1) each Make & Model: Case 221F Compact Wheel Loader

Item #2 Base Bid: New 78" Brush Root Grapple, Standard Duty Atch.: \$ 4,200.00
One (1) each Make & Model: Case 78" Brush Grapple

Item #3 Base Bid: New 72" Snow Blower SB72D Attachment: \$10,500.00
One (1) each Make & Model: Case 72" Snow Blower – high flow

LESS TRADE-IN: One (1) Willmar Wrangler Model 4500 Wheel Loader
With 4040 plus hours, includes fork attachment: \$ 8,000.00

TOTAL ADJUSTED BID: \$88,200.00

Bidder: NMC, Inc.
Doniphan, NE

Exceptions: None

Item #1 Base Bid: New Articulated Wheel Loader WL 38: \$88,000.00
One (1) each Make & Model: CAT 906M

Item #2 Base Bid: New 78" Brush Root Grapple, Standard Duty Atch.: \$ 2,758.00
One (1) each Make & Model: Virnig

Item #3 Base Bid: New 72" Snow Blower SB72D Attachment: \$ 5,917.00
One (1) each Make & Model: Virnig VBWB72-25

LESS TRADE-IN: One (1) Willmar Wrangler Model 4500 Wheel Loader
With 4040 plus hours, includes fork attachment: \$ 6,900.00

TOTAL ADJUSTED BID: \$89,775.00

Bidder: Titan Machinery
Grand Island, NE
Exceptions: Noted

Item #1 Base Bid: New Articulated Wheel Loader WL 38: \$81,000.00
One (1) each Make & Model: New Holland W80C HS

Item #2 Base Bid: New 78" Brush Root Grapple, Standard Duty Atch.: \$ 3,242.00
One (1) each Make & Model: NDS 78" Cobra Slat Bucket

Item #3 Base Bid: New 72" Snow Blower SB72D Attachment: \$ 5,970.00
One (1) each Make & Model: Farm King 8435 High Flow 84"

LESS TRADE-IN: One (1) Willmar Wrangler Model 4500 Wheel Loader
With 4040 plus hours, includes fork attachment: \$10,500.00

TOTAL ADJUSTED BID: \$79,712.00

cc: Todd McCoy, Parks & Recreation Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks & Rec Admin Asst.
Patrick Brown, Finance Director
Bill Starkey, HPSP Park Superintendent

P2083



November 15, 2018

Heartland Public Shooting Park
Grand Island, Ne

WACKER NEUSON WL38 LOADER
NEW INVENTORY DEMO UNIT
BID SUMMARY

Equipped as follows:

- Deutz model TCD 2.9 L4-74.5hp @ 2,300 rpm rated, water cooled 4 cylinder diesel engine-Tier 4 final
- Engine heater-110v plug in type
- Articulated frame steering 45degree with 12 degree oscillation angle
- Full time 2-speed hydrostatic (with optional high flow hydraulics) 4 wheel drive with electronic shuttle shift, 18.6 mph max.
- Brake and inching pedal
- On demand differential lock for four wheel drive
- Universal quick-attach with hydraulic pin release.
- Fully adjustable steering wheel.
- Full cab with heat and air conditioning.
- Side-tilt cab for easy service.
- Work and transport lighting package standard.
- Fully adjustable suspension seat with armrest and seat belt.
- Remote auxiliary high flow hydraulics with 33 gpm flow
- Pallet forks (no bucket included)
- 15.5/55-18 radial lug tires
- 5,926# straight tipping bucket load capacity
- 8'4" height , 7'6"width, and 16'13" length with forks
- Cab operator protection complies with FOPS and ROPS regulations

Total net cash price FOB Shooting Park location	special pricing	\$68,000.00
Less Demo hours allowance 70 hours x \$50/hour		- <\$3,500.00>
Less trade Willmar Wrangler #JN45184	AS IS CONDITION	- <\$4,000.00>
Net trade total		\$60,500.00

Sold and serviced by Fairbank Equipment with standard 2 year/2000 hour " bumper to bumper" warranty.

Mike Quackenbush
Sales

Fairbank Equipment, Inc.
5018 South Antelope Dr.
GRAND ISLAND NE 68803
(308) 381-4266 (800) 441-7550

RESOLUTION 2018-369

WHEREAS, the City of Grand Island invited sealed bids for one (1) new Articulated Wheel Loader for the Heartland Public Shooting Park, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on November 6, 2018, six (6) bids were received, opened and reviewed; and

WHEREAS, Fairbank Equipment from Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$68,000.00; and

WHEREAS, Fairbank Equipment from Grand Island additionally proposed an option to purchase a new demo unit with 70 hours of use with full warranty with a \$3,500.00 credit and a \$4,000.00 trade-in allowance for the existing loader.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Fairbank Equipment from Grand Island, Nebraska including the credit and trade-in allowance for the final purchase price of \$60,500.00 for one (1) new Articulated Wheel Loader for the Heartland Public Shooting Park is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item I-1

#2018-370 - Consideration of Approving Appointment of RaNae Edwards MMC as City Clerk

Staff Contact: Mayor Roger Steele

Council Agenda Memo

From: Mayor Roger G. Steele
Meeting: December 4, 2018
Subject: Appointment of Statutory Officers
Presenter(s): Mayor Roger G. Steele

Background

According to Article III – Appointed and Hired Officials, Section 2-30 Officers; Appointive of the Grand Island City Code and Neb. Rev. Stat., §16-308, (see attached) the Mayor is required to appoint statutory officers for his term. Statutory officers include:

- 1). City Administrator
- 2). City Attorney
- 3). City Clerk
- 4). City Engineer/Public Works Director
- 5). City Treasurer/Finance Director

These officers also must be approved by the City Council.

Discussion

According to Grand Island City Code Section 2-30, I am requesting approval of the following statutory officers:

- 1) City Attorney – Jerry Janulewicz
- 2) City Clerk – RaNae Edwards MMC
- 3) City Engineer/Public Works Director – John Collins P.E.
- 4) City Treasurer/Finance Director – Patrick Brown

Alternatives

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

1. Approve the statutory officers

2. Deny the statutory officers
3. Ask the Mayor to reconsider his recommendation for the appointment of statutory officers

Recommendation

City Council is recommended to approve the appointments of the statutory officers.

Sample Motion

Move to approve the appointments of City Attorney Jerry Janulewicz; City Clerk RaNae Edwards MMC; City Engineer/Public Works Director John Collins P.E.; and City Treasurer/Finance Director Patrick Brown.

Article III. Appointed and Hired Officials

Division 1. General

§2-30. Officers; Appointive

The following shall constitute the statutory officers of the City of Grand Island which shall be appointed by the mayor and approved by the council. These officers shall hold office until the end of the mayor's term and until their successors are appointed and qualified. These appointive officers may be removed at any time by the mayor, with the approval of a majority of the council:

- City Administrator
- City Attorney
- City Clerk
- City Engineer / Public Works Director
- City Treasurer / Finance Director

16-308. Administrator, departments, and other appointed officers; enumerated; appointment and removal.

Each city of the first class shall have such departments and appointed officers as shall be established by ordinance passed by the city council, which shall include a city clerk, treasurer, engineer and attorney, and such officers as may otherwise be required by law. Except as provided in Chapter 19, article 6, the mayor may, with the approval of the city council, appoint the necessary officers, as well as an administrator, who shall perform such duties as prescribed by ordinance. Except as provided in Chapter 19, article 6, the appointed officers may be removed at any time by the mayor with approval of a majority of the council. The office of administrator may not be held by the mayor. The appointed administrator may concurrently hold any other appointive office provided for in this section and section 16-325.

Source:Laws 1901, c. 18, § 14, p. 233; Laws 1903, c. 19, § 2, p. 233; Laws 1907, c. 13, § 1, p. 107; R.S.1913, § 4874; Laws 1917, c. 95, § 1, p. 252; Laws 1921, c. 164, § 1, p. 657; C.S.1922, § 4042; C.S.1929, § 16-304; R.S.1943, § 16-308; Laws 1953, c. 26, § 1, p. 110; Laws 1961, c. 41, § 1, p. 171; Laws 1963, c. 61, § 2, p. 254; Laws 1974, LB 1024, § 1; Laws 1975, LB 93, § 1; Laws 1976, LB 782, § 12.

Annotations

City attorney is appointive officer and not principal officer; may be removed at any time by mayor with approval of majority of city council; and has no statutory power to make governmental decisions which affect the city. *Communication Workers of America, AFL-CIO v. City of Hastings*, 198 Neb. 668, 254 N.W.2d 695 (1977).

RESOLUTION 2018-370

WHEREAS, under Neb. Rev. Stat., §16-308, the office of City Clerk for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of City Clerk for the City of Grand Island, Nebraska shall be appointed by the mayor and approved by the council; and

WHEREAS, the Mayor has recommended the appointment of RaNae Edwards MMC as City Clerk effective December 4, 2018; and

WHEREAS, this position appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of the Mayor's term of office; and

WHEREAS, this position appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that RaNae Edwards MMC is hereby duly appointed the City Clerk for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item I-2

#2018-371 - Consideration of Approving Appointment of Patrick Brown as Treasurer/Finance Director

This item is related to Resolution item I-1.

Staff Contact: Mayor Roger Steele

RESOLUTION 2018-371

WHEREAS, under Neb. Rev. Stat., §16-308, the office of Finance Director/City Treasurer, for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of Finance Director/City Treasurer, for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, the Mayor has recommended the appointment of Patrick Brown as Finance Director/City Treasurer effective December 4, 2018; and

WHEREAS, this position appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of the Mayor's term of office; and

WHEREAS, this position appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Patrick Brown is hereby duly appointed the Finance Director/City Treasurer for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item I-3

#2018-372 - Consideration of Approving the Appointment of Jerry Janulewicz as City Attorney

This item is related to Resolution item I-1.

Staff Contact: Mayor Roger Steele

RESOLUTION 2018-372

WHEREAS, under Neb. Rev. Stat., §16-308, the office of City Attorney for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of City Attorney for the City of Grand Island, Nebraska shall be appointed by the mayor and approved by the council; and

WHEREAS, the Mayor has recommended the appointment of Jerry Janulewicz as City Attorney effective December 4, 2018; and

WHEREAS, this position appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of the Mayor's term of office; and

WHEREAS, this position appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Jerry Janulewicz is hereby duly appointed the City Attorney for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item I-4

#2018-373 - Consideration of Approving Appointment of John Collins P.E. as Engineer/Public Works Director

This item is related to Resolution item I-1.

Staff Contact: Mayor Roger Steele

RESOLUTION 2018-373

WHEREAS, under Neb. Rev. Stat., §16-308, the office of City Engineer for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of City Engineer and Public Works Director have been consolidated into one position for the City of Grand Island, Nebraska, and is an appointed position; and

WHEREAS, the Mayor, with the approval of the City Council, may appoint the position of City Engineer/Public Works Director; and

WHEREAS, the Mayor has recommended the appointment of John Collins P.E. as the City Engineer/Public Works Director effective December 4, 2018; and

WHEREAS, this position appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of the Mayor's term of office; and

WHEREAS, this position appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that John Collins P.E. is hereby duly appointed the City Engineer/Public Works Director for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2018

Council Session

Item I-5

#2018-374 - Consideration of Approving Contract with Brent Clark as Assistant City Administrator

Staff Contact: Marlan Ferguson

Council Agenda Memo

From: Mayor Roger Steele

Meeting: December 4, 2018

Subject: Appointment of Brent Clark as City Administrator and Employment Agreement

Presenter(s): Mayor Roger Steele

Background

According to Article III – Appointed and Hired Officials, Section 2-30 Officers; Appointive of the Grand Island City Code and Neb. Rev. Stat., §16-308, the Mayor is required to appoint statutory officers for his term. Statutory officers include:

- 1). City Administrator
- 2). City Attorney
- 3). City Clerk
- 4). City Engineer/Public Works Director
- 5). City Treasurer/Finance Director

These officers also must be approved by the City Council.

Discussion

I am pleased to present Brent Clark as my choice for appointment to the City Administrator position.

Mr. Clark has been the City Administrator/Zoning Administrator in Broken Bow, Nebraska since February 2015. Prior to that, he was the City Administrator/Treasurer in the City of Dakota City, Nebraska and has held various other positions in South Sioux City and the City of Wayne. He has a Bachelor of Science Degree in Public Administration with concentration on Political Science and Business, from Wayne State College. In his current capacity he has administered daily operations of the municipality and utilities department, prepared an annual \$26 million dollar budget, supervised all city functions and oversaw the development and revitalization of over \$11.7 million in public projects. He has been active in numerous local, state and national organizations.

The terms of the employment agreement for the City Administrator position have been reached and are included in the packet. Current City Administrator, Marlan Fergusson, has decided to retire effective March 1, 2019. As part of the City Administrator employment agreement, Brent Clark will first be employed by the City as the Assistant City Administrator and assume the City Administrator position following Mr. Ferguson's retirement.

According to Grand Island City Code Section 2-30, I am requesting approval of Brent Clark as City Administrator and approval of the Employment Agreement.

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 Council is recommended to approve the appointment of Brent Clark as City Administrator and the Employment Agreement.

Sample Motion

Move to approve the appointment of Brent Clark as City Administrator and the Employment Agreement.

EMPLOYMENT AGREEMENT
BRENT E. CLARK

THIS AGREEMENT is made and entered into this _____ day of December, 2018, by and between the CITY OF GRAND ISLAND, A Municipal Corporation, hereinafter called the “City”, and BRENT E. CLARK, hereinafter called “Employee:

Witnesseth:

Recitals:

WHEREAS, City desires to employ Employee as Assistant City Administrator and to promote Employee to the position as City Administrator, contingent upon satisfactory evaluation of Employee’s performance, to commence upon the effective resignation or other termination of employment of the current City Administrator, Marlan V. Ferguson; and

WHEREAS, it is the desire of City to provide certain benefits and establish certain conditions of employment for Employee in accordance with this Agreement; and

WHEREAS, Employee desires to accept employment in accordance with the terms of this Agreement; and

WHEREAS, City and Employee agree this Agreement shall be contingent on a satisfactory post-offer employment physical and drug test, background check, reference checks, and evidence of eligibility to work in the United States of America.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Assistant City Administrator. City agrees to employ said Employee as Assistant City Administrator to City commencing December 10, 2018.
 - 1.1. *Duties*. The principal duties of the Assistant City Administrator are as set forth in the job description for the position and such other duties and responsibilities as directed by the City Administrator.
 - 1.2. *Salary*. City agrees to pay Employee for his services rendered pursuant hereto an annual salary initially established at step 12 of the position pay scale (\$132,246.61 annually, \$5,086.41 bi-weekly). The Personnel Rules for City in

regards to step increases shall apply to Employee in consideration of any salary adjustments.

1.3. *Benefits.* During the term of employment as Assistant City Administrator for City, Employee shall receive employment benefits as set forth herein.

1.4. *City Administrator-Offer of Employment.* Provided Employee's performance as Assistant City Administrator is satisfactory, as determined by City's Mayor, upon the resignation or termination of employment of City Administrator Marlan V. Ferguson, who is anticipated to retire as City's City Administrator on March 1, 2019, City shall offer employment to Employee as City Administrator for City.

2. City Administrator. Commencing upon City's offer of employment to Employee as City Administrator as set forth in Section 1.4, above, and acceptance of the same by Employee, the following terms and conditions of employment shall apply:

2.1. *Duties.* Employee shall perform the functions and duties specified in the City Code and job description, and to perform other legally permissible and proper duties and functions as Employer shall from time to time assign.

2.2. Salary. Employer agrees to pay Employee for his services rendered pursuant hereto as City Administrator an annual base salary as per the annual salary and classification ordinance, payable in such installments at the same time as other employees are paid. The annual base salary at which Employee shall start step 1 of the position pay scale (\$150,943.20 annually, \$5,805.51 bi-weekly). In addition, the Employer agrees to increase said salary or other benefits or both of Employee in such amounts and to such an extent as the mayor and City Council may determine that it is desirable to do so in advance of the adoption of the City's annual operating budget and any salary adjustment shall conform to the City's pay plan system.

3. Term. The term of this Agreement shall commence upon the date provided in Section 1, above, and shall expire at the end of the current Mayor's term of office.

3.1. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this Agreement.

3.2. Nothing in this Agreement shall prevent, limit or otherwise interfere with the

right of Employee to resign from his position with Employer provided there is thirty (30) days advance notice to Employer.

- 3.3. Employee agrees to remain in the exclusive employ of Employer during the term of this contract or any extensions thereof. Both parties acknowledge that exclusive employment shall mean that Employee shall not accept outside employment from any source whatsoever without first obtaining written approval from the Mayor and City Council.
- 3.4. During the City Administrator's term, Employee and his family shall reside in Grand Island, Nebraska.

4. Termination

4.1. *Termination for Just Cause.* The Mayor with the approval of the City Council shall have the right at any time during the term of this Agreement to terminate the Employee for just cause. "Just cause" is defined as: (a) Employee's fraud, misappropriation, embezzlement, or willful misconduct; (b) Employee's material violation of any provision of this Agreement; (c) Employee's conviction of any intentional or willful act constituting a crime, defined as felonies, crimes of dishonesty, involving substance abuse, or moral turpitude or any activity that would impair the Employee's ability to perform his duties or impair the reputation of the City; (d) Employee's willful failure to adequately perform any duties assigned under this Agreement; or (e) Employee's willful failure or refusal to comply with City ordinances, policies or procedures. Termination for just cause shall not require the City to request the granting of any release under Section 4.3.6. However, the City may request such waivers of the employee terminated for just cause, which shall then trigger the obligation of the City to pay any sum specified in Section 4.3.

4.2. *Termination for Any or No Reason and Consideration Given for Release of All Claims against City.* In the event the Mayor, with the approval of the City Council, during the term of this Agreement, terminates Employee for any or no reason, the City shall make payments as specified in Section 4.3 in exchange for a full release of all claims against the City, including but not limited to those claims as specified in Section 4.3.

4.3. *Value of Claims against City Released by City Administrator and Participation in Post-Agreement Proceedings.* The City agrees to provide a lump sum cash payment equal to three months of the Employee's salary, plus the cost of the medical (health, dental, life) insurance premium for that three month period, to avoid the expense of:

4.3.1. Conducting a pre-and post-termination grievance hearing which would cost the City at a minimum one-half month's salary and benefits for the City Administrator.

4.3.2. Conducting a *Loudermill* hearing and "full blown" due process hearing

which would cost the City at a minimum one month's salary and benefits for the City Administrator.

4.3.3. Defending a discrimination charge brought under the municipal code, state law, and/or federal law which would cost the City at a minimum one month's salary and benefits for the City Administrator.

4.3.4. Defending a breach of contract claim which would cost the City at a minimum one-half month's salary and benefits for the City Administrator.

4.3.5. The Employee, in accepting this lump sum payment, agrees after termination of employment with the City that he will voluntarily participate and cooperate with the City in the defense of the City and its elected officials and employees and the prosecution of any action or proceeding about which the Employee has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the City's attorneys at mutually convenient times regarding the facts of the matter and agreeing to make him available for a deposition and/or trial.

4.3.6. The City shall prepare a release of all claims by the Employee against the City to be signed by the Employee in accordance with this paragraph.

5. Disability. If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive work weeks beyond any accrued sick leave or for twenty (20) working days over a thirty (30) working day period, Employer shall have the option to terminate this Agreement subject to the severance pay requirements of Section 4.3. However, Employee shall be compensated for any accrued vacation.
6. Performance Evaluation. The Mayor and City Council or committee thereof shall review and evaluate the performance of Employee at least annually through the target sheet evaluation system set forth in the City Personnel Rules. Said target sheet evaluation criteria shall be developed jointly by the Mayor and Employee.
7. Hours of Work. It is recognized that Employee must devote a great deal of time outside the normal office hours to business of Employer, and to that end Employee will be allowed to take time off during said normal office hours as the Mayor shall

deem appropriate.

8. Mileage. For travel beyond the City Limits Employee shall be reimbursed at the IRS approved rate, if a personal vehicle is utilized for travel on City business.
9. Vacation, Medical, and Military Leave.
 - 9.1. Employee shall be entitled to eighty (80) hours of vacation leave at the beginning of Employment and thereafter receive all vacation and medical leave credits as provided to all City employees as enumerated in the City Personnel Rules.
 - 9.2. Employee shall be entitled to military reserve leave time pursuant to State law and City policy.
10. Insurance Benefits. Employee shall receive all insurance benefits provided to all City employees, including long term disability benefits, as enumerated in the City Personnel Rules. The Employer will pay any Cobra premiums for the employee until which time employee is eligible for the insurance benefits.
11. Retirement. Employer shall provide Employee the same retirement plan and percentage rate of monthly base pay contribution provided to all City non-union civilian employees as enumerated in the City Personnel Rules.
12. Indemnification. Employer shall defend, save harmless and indemnify Employee against any claim or demand or other legal action, whenever groundless or otherwise arising out of any act or omission incurred in the performance of Employee's duties as City Administrator. This indemnification by Employer shall not include any intentional criminal acts or torts committed by Employee for which Employer would not have insurance coverage.
13. Incorporation of Code of Ethics. Inasmuch as Employee is an active member and participant in ICMA, the "Code of Ethics" promulgated by ICMA are incorporated herein and attached hereto, and by this reference made a part thereof. That said Code of Ethics shall furnish principles to govern Employee's conduct and actions as administrator of City.
14. Bonding. Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.
15. Other Terms and Conditions of Employment. Employer shall fix any such other terms and conditions of employment as it may determine from time to time, relating

to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City Code or any other law or City ordinances.

16. Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer:

Mayor
City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

Employee:

Brent E. Clark
100 East 1st Street
Grand Island, Nebraska 68801

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

17. General Provisions

- 17.1. This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.
- 17.2. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- 17.3. The recitals hereinabove set forth are hereby incorporated into and made a part of this Agreement.
- 17.4. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall

remain in full force and effect.

18. Waiver of Breach. The waiver by either the Employer or the Employee of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by both the Employee and the Mayor.
19. Assignment. The Employee acknowledges that the services to be rendered by him are unique and personal. Accordingly, the Employee may not assign any of his rights or delegate any of his duties or obligations under this Agreement.
20. Applicable Law. This Agreement is made pursuant to and shall be governed, construed and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed in its behalf by its Mayor and duly authenticated by its City Clerk, and Employee has signed and executed this Agreement the day and year first above written.

[the remainder of this page intentionally left blank]

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

[Attest]

RaNae Edwards, City Clerk

Brent E. Clark, Employee

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2018.



RESOLUTION 2018-374

WHEREAS, under Neb. Rev. Stat., §16-308, the office of City Administrator for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, Grand Island City Code, §2-30 provides the office of City Administrator for the City of Grand Island, Nebraska shall be appointed by the mayor and approved by the council; and

WHEREAS, under Grand Island City Code, §2-35, the office of City Administrator for the City of Grand Island, Nebraska may be administered by a negotiated contract; and

WHEREAS, it is desirable to provide a limited transition period whereby current City Administrator Marlan Ferguson continues to hold such office and that a successor City Administrator first be employed by the City as Assistant City Administrator pursuant to the terms and conditions of an employment agreement; and

WHEREAS, City Administrator Marlan Ferguson submitted his resignation effective March 1, 2019; and

WHEREAS, the Mayor has chosen on the basis of executive and administrative qualifications with special reference to actual experience, or knowledge of accepted practice in respect to the duties of the office, Brent E. Clark to hold the office of City Administrator for the City of Grand Island with such term of office to commence March 1, 2019, and until such time Brent E. Clark be appointed to and hold the office of Assistant City Administrator; and

WHEREAS, the City Administrator is a position appointed by the Mayor and confirmed by the City Council and shall hold the position to which appointed until the end of the Mayor's term of office; and

WHEREAS, the City Administrator may be removed at any time by the Mayor with approval of a majority of the City Council.

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

1. The resignation of City Administrator Marlan Ferguson effective on March 1, 2019 is hereby accepted and approved;
2. The employment and appointment of Brent E. Clark as Assistant City Administrator is approved;
3. The employment and appointment of Brent E. Clark as City Administrator to commence on March 1, 2019 is hereby approved and confirmed;

Approved as to Form	☐ _____
November 30, 2018	☐ City Attorney

4. The employment agreement by and between the City of Grand Island and Brent E. Clark should be and is hereby approved;
5. Until March 1, 2019 Marlan Ferguson shall continue to be employed by the City and shall hold the office of City Administrator pursuant to the terms of the Employment Agreement by and between the City of Grand Island and Marlan Ferguson dated December 22, 2014, except as otherwise hereby provided; and
6. For such time as his employment by the City as City Administrator shall continue, Marlan Ferguson shall continue to receive the current salary and employee benefits provided to him by the City.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2018.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk