City of Grand Island



Tuesday, July 14, 2020 Council Session Agenda

City Council:

Jason Conley

Chuck Haase

Julie Hehnke

Jeremy Jones

Vaughn Minton

Mitchell Nickerson

Mike Paulick

Clay Schutz Justin Scott

Mark Stelk

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

City Clerk:

RaNae Edwards

7:00 PM Council Chambers - City Hall 100 East 1st Street, Grand Island, NE 68801 City of Grand Island Tuesday, July 14, 2020

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

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.

Grand Island Council Session - 7/14/2020 Page 2 / 196



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item E-1

Public Hearing on the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan

Council action will take place under Resolutions item I-1.

Staff Contact: Dave Taylor - EDC President

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: July 14, 2020

Subject: Public Hearing Concerning the Semi-Annual Report by

the Citizen Advisory Review Committee on the

Economic Development Program Plan

Presenter(s): Mary Berlie, Executive Vice President

Background

The voters of the City of Grand Island approved an economic development plan at the November 6, 2012 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizen Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizen Advisory Review Committee is required by State Statute and the Grand Island City Code to make a semi-annual report to the City Council.

Discussion

The Citizen Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee looks forward to receiving and reviewing meritorious applications for consideration in the future. The committee received the semi-annual report from the Economic Development Corporation at its meeting of June 4, 2020 and voted to forward it on to the City Council for its review and acceptance.

Alternatives

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

- 1. Accept the semi-annual report of the Citizen Advisory Review Committee.
- 2. Do not accept the semi-annual report of the Citizen Advisory Review Committee.

Recommendation

City Administration recommends that the Council accept the semi-annual report of the Citizen Advisory Review Committee.

Sample Motion

Move to accept the semi-annual report of the Citizen Advisory Review Committee.

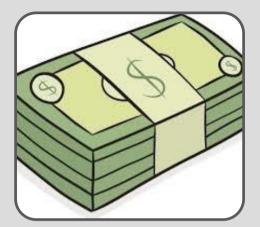


Semi Annual Review











LB840 Funds Invested:

\$6,096,100

Jobs Created:

1077

Annual Wages Created:

\$34,102,536

2015-2019 Average Wage:

\$19.03

LB840 Projects

Active:

- Hendrix Genetics
 - ▶ 43 new jobs
- GIX Logistics
 - ▶ 12 new jobs
- Zabuni Specialty Coffee Auction
 - ▶ 10 new jobs
- Amur Equipment Finance
 - ▶ 15 new jobs
- Dramco Tool Company
 - ▶ 7 new jobs
- Premium Plant Services
 - ▶ 12 new jobs







LB840 Balance as of 3/9/2020	\$1,682,301
Hendrix Genetics	(\$83,334)
Amur Equipment Finance	(\$145,000)
Zabuni Specialty Coffee	(\$91,666)
GIX Logistics	(\$193,334)
Dramco Tool	(\$95,714.27)
Premium Plant Services	(\$102,000)
2020 EDC Operational	(\$175,000)
Ending LB840 Balance	\$796,252



2020 Project Pipeline



Active Business Recruitment Projects:

- Expo
- Peony
- Owl
- Paradise
- Proxima
- Crescent
- Lee

- GunDog
- Wildcat
- Q

Grand Island Council Session - 7/14/2020 Page 10 / 196

Site Visits

- Project Proxima
- Project GunDog
- Project Q



Platte Valley- East







Covid-19 Business Impacts and Updates

- Constant communication with business community
- EDC Annual Meeting
- Much of business recruitment travel is halted
- Future Builders Challenge is on hold
 - In 2020, 7 area high schools participated.
 - 963 sophomores took the Gallup Builder Profile 10 in January 2020 & 125 students were slated to participate in 2-day camp
 - Plans to include class of 2020 & 2021 underway



Covid-19 Business Impacts and Updates



#TakeoutTuesday BINGO

Coffee	Sushi	Donuts	Soup	Hamburger
Wrop	Ice cream/ Frozen Yogurt	Pizzo	Bagel	Nachos
Fish/chicken	Salad		BBQ	Pasta
Breakfast item of choice	Smoothle	Sandwich	Mexican food	Chicken nuggets/ wings/strips
Chinese food	Appetizers	Fried chicken	Dessert of choice	Breakfast sandwich

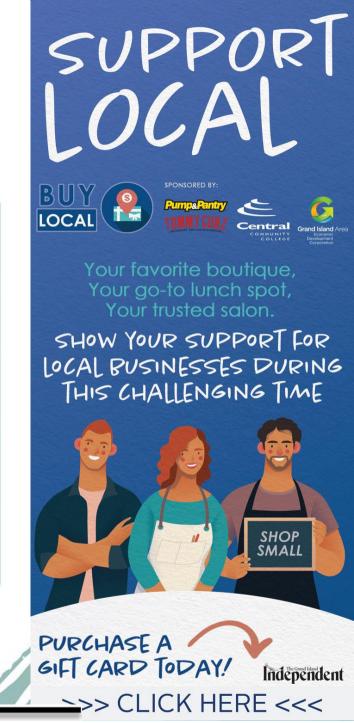








Once you have a Bingo, send a picture of your card and the photos you took along the way to Nikki at npalmer@gichamber.com





CDBG-CARE ACT

- Grand Island will received additional CDBG
 - Approval date unknown
- State DED will administer additional funds to support:
 - Small Business Stabilization & Livestock Producers
 - Workforce Retraining
 - Rural Broadband & Remote Access
 - Gallup Business Leadership Training

REVOLVING LOAN FUND

- Existing revolving loan fund at the City
- City Council approved change of requirements 5/12/2020. These changes include:
 - ▶ \$3,000 / retained or crated FTE, limit 5 FTE = \$15,000
 - ▶ 50% forgivable after 12 months
 - Deferred repayment of 6-24 months at 0% interest rate
 - Must benefit with businesses with 51% LMI FTEs
- EDC & Central Nebraska Growth Foundation will partner and offer a 50% match in loan funds to approved applicants



Legislative Update

- ► LB720
 - ► Formerly NEAdvantage
- ► LB1078

Thank You

For your dedication to Grand Island.

We look forward to being with you all soon!



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - 655 S. Cherry Street - Nikodym

Council action will take place under Consent Agenda item G-3.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Stacy Nonhof, Interim City Attorney

Meeting: July 14, 2020

Subject: Acquisition of Utility Easement – 655 S. Cherry Street -

Nikodym

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire a utility easement relative to the property of John J. and Janice S. Nikodym, located through a part of Lot Two (2), Nikodym Subdivision, in the City of Grand Island, Hall County, Nebraska (655 S. Cherry Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

John and Janice Nikodym have re-subdivided the Super Bowl Subdivision and have constructed a home on Lot Two (2) of Nikodym Subdivision. The existing transformer that feeds Lot Two (2), will also feed Lot Three (3) to the north. For this reason, the City has requested a twenty (20.0) foot wide easement tract to accommodate the existing secondary service line to Lot Three (3). The proposed easement will allow the Utilities Department to install, access, operate, and maintain the electrical infrastructure at this location.

Alternatives

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

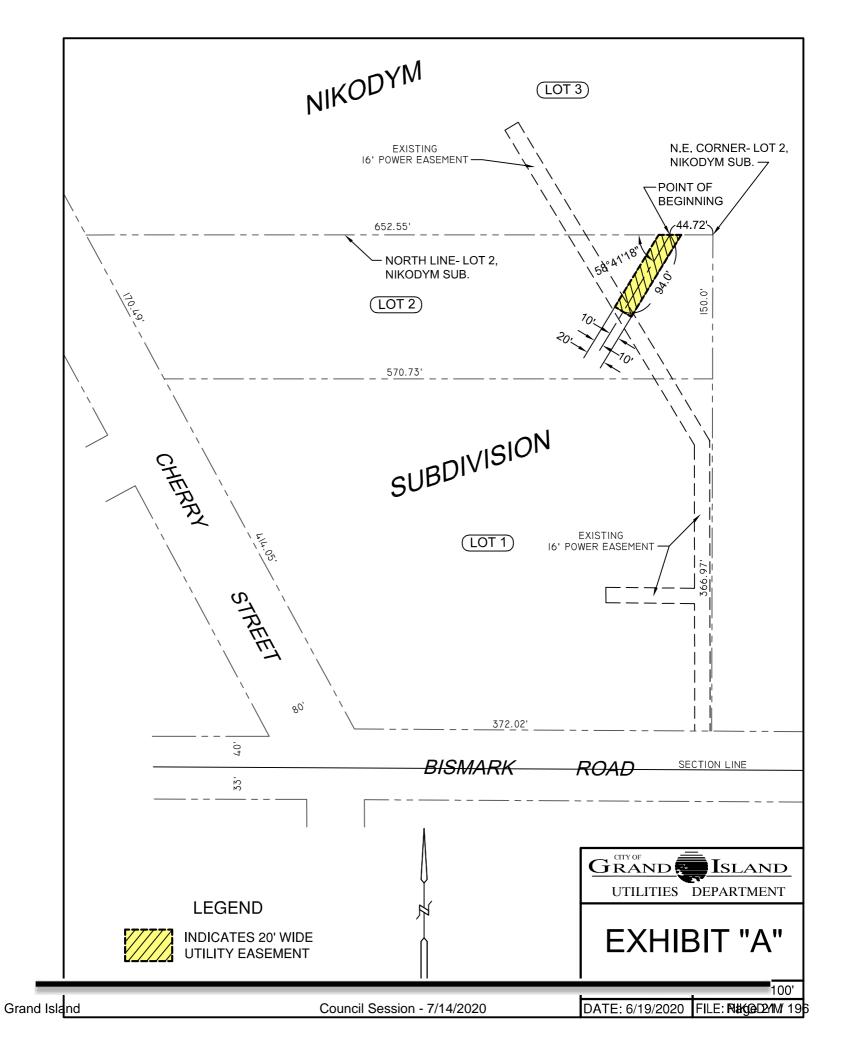
- 1. Make a motion to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, July 14, 2020 Council Session

Item E-3

Public Hearing on Acquisition of Public Utility Easement for North Road - 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (GC Mini Storage, LLC- 3007 N North Road)

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 14, 2020

Subject: Public Hearing on Acquisition of Public Utility Easement

for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (GC Mini Stroage,

LLC- 3007 N North Road)

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

Background

The North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 is for the improvement of North Road from just north of 13th Street to Highway 2. The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and related improvements needed to complete the project.

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

Discussion

A public utility easement is needed to accommodate the roadway improvements along North Road. The property owner has signed the necessary document to grant the property, as shown on the attached drawing.

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

Property Owner	Legal Description	Amount
GC Mini Storage, LLC	A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE	\$420.00

NORTHWEST OUARTER OF SECTION 1: THENCE N00°29'53"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 441.14 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 201701200: THENCE S89°50'17"E ON THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 33.08 FEET TO THE EAST RIGHT-OF-WAY OF **NORTH** LINE ROAD: **THENCE** N00°29'20"W ON SAID EAST RIGHT-OF-WAY LINE. A DISTANCE OF 539.32 FEET TO THE POINT OF BEGINNING: THENCE N15°24'53"E, A DISTANCE OF 107.75 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE N73°14'51"W ON SAID NORTH LINE, A DISTANCE OF 30.92 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE S00°29'20"E ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 112.79 FEET TO THE POINT OF BEGINNING, CONTAINING 1,665 SQUARE FEET, MORE OR LESS.

Alternatives

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

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

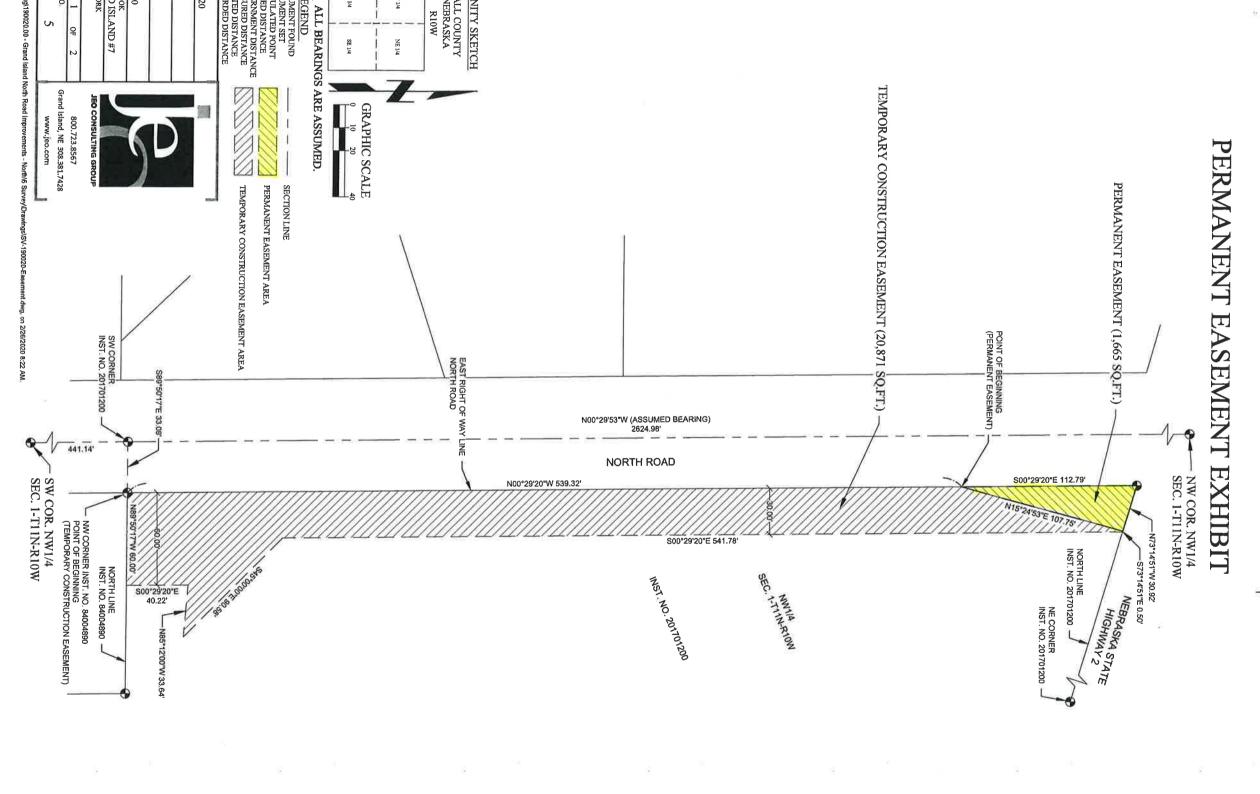
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public utility easement from the affected property owner for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, in the amount of \$420.00.

Sample Motion

Move to approve the acquisition.





PERMANENT EASEMENT EXHIBIT A

MANENT EASEMENT DESCRIPTION:

ORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS OLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1; THENCE N00°29'53"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 441.14 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND SESCRIBED AND RECORDED IN INSTRUMENT NUMBER 201701200; THENCE S89°50'17"E ON THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 33.08 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH LINE OF SAID PARCEL, A DISTANCE OF 33.08 FEET TO THE EAST RIGHT OF WAY LINE OF 539.32 FEET TO THE POINT OF BEGINNING; THENCE N15°24'53"E, A DISTANCE OF 107.75 FEET TO THE INTERPRETABLE OF 107.71 FEET TO THE POINT OF SAID PARCEL; THENCE N73°14'51"W ON SAID NORTH LINE, A DISTANCE OF 30.92 FEET TO SAID PARCEL; THENCE N73°14'51"W ON SAID NORTH LINE, A DISTANCE OF 30.92 FEET TO SAID PARCEL; THENCE N73°14'51"W ON SAID NORTH LINE, A DISTANCE OF 30.92 FEET TO SAID PARCEL; THENCE N73°14'51"W ON SAID NORTH LINE, A DISTANCE OF WAY LINE, DISTANCE OF 112.79 FEET TO THE POINT OF BEGINNING, CONTAINING 1,665 SQUARE FEET, ODRIF OR LESS.



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item E-4

Public Hearing on Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Concord Development, Pontious, GStar Investments, Hornady, Levander, Cummins)

Council action will take place under Consent Agenda item G-7.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 14, 2020

Subject: Public Hearing on Acquisition of Public Right-of-Way for Old

Potash Highway Roadway Improvements; Project No. 2019-P-1 (Concord Development, LLC- 3645 W 13th Street, Pontious-124 N North Rd, GStar Investments- 3703 W Old Potash Hwy, Hornady- 3625 W Old Potash Hwy, Levander- 3620 W Old

Potash Hwy, Cummins- 224 Kaufman Ave)

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

Background

The Old Potash Highway Roadway Improvements; Project No. 2019-P-1 is for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

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

Discussion

Public right-of-way is needed to accommodate intersection improvements for the Old Potash Highway Roadway Improvements; Project No. 2019-P-1. The property owners have signed the necessary documents to grant the property, as shown on the attached drawings.

Engineering staff of the Public Works Department negotiated with the property owners for such purchases.

Property Owner	Legal Description	Amount
Concord Investments, LLC fka Concord Development, LLC	A TRACT OF LAND LOCATED IN PART OF LOT 0, BLOCK A, CRANE VALLEY SUBDIVISION, LOT 1, CRANE VALLEY 7 TH SUBDIVISION, LOT 2, CRANE VALLEY 6 TH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICLUARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHEAST QUARTER (SE ¼) SECTION THIRTEEN (13) TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M.; THENCE ON AN ASSUMED BEARING OF N01°37'40"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 13, A DISTANCE OF 80.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 TO THE POINT OF BEGINNING; THENCE N01°38'03"W ALONG THE SAID WEST LINE OF SAID NE ¼ OF SECTION 13, A DISTANCE OF 1189.99 FEET; THENCE N88°22'00"E A DISTANCE OF 90.00 FEET; THENCE S01°38'00"E A DISTANCE OF 698.58 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 18°46'25", A RADIUS OF 780.00 FEET; A CHORD BEARING OF S08°38'34"W, A CHORD DISTANCE OF 254.43 FEET, A DISTANCE OF 254.43 FEET; THENCE S18°01'47"W A DISTANCE OF 43.42 FEET; THENCE S01°38'00"E A DISTANCE OF 200.63 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE; THENCE S89°14'44"W ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 29.98; TO A POINT OF BEGINNING. SAID TRACT CONTAINS 89,021 SF.	\$0.00
Barbara M. Pontious	A TRACT OF LAND CONSISTING OF PART OF AN UNPLATTED TRACT LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼, SE ¼) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST (SE) CORNER OF SECTION FOURTEEN (14), T11N, R10W OF THE 6 TH P.M., HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING OF S89°28'09"W ALONG THE SOUTH LINE OF SOUTHEAST QUARTER (SE ¼) OF SAID SEC. 14, A DISTANCE OF 290.46 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N01°40'18"W ALONG THE WEST LINE OF SAID	\$6,810.00

	UNPLATTED TRACT, A DISTANCE OF 40.01 FEET TO THE SOUTHEAST CORNER OF LOT 2, PONTIOUS SUBDIVISION,	
	HALL COUNTY, NEBRASKA; THENCE N89°28'09"E PARALLEL	
	TO AND 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SE 1/4	
	OF SECT. 14, A DISTANCE OF 29.00 FEET TO A POINT OF	
	CURVATURE; THENCE AROUND A CURVE IN A COUNTER-	
	CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF	
	008°41'06", A RADIUS OF 710.50 FEET, A CHORD BEARING OF	
	N85°07'36"E WITH A CHORD DISTANCE OF 107.59 FEET, AN	
	ARC LENGTH OF 107.70 FEET; THENCE N72°41'14"E A	
	DISTANCE OF 52.86 FEET; THENCE N75°08'25"E A DISTANCE	
	OF 34.13 FEET TO A POINT OF CURVATURE; THENCE AROUND	
	A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A	
	DELTA ANGLE OF 066°44'39", A RADIUS OF 50.00 FEET, A	
	CHORD BEARING OF N40°22'52"E WITH A CHORD DISTANCE	
	OF 55.01 FEET, AN ARC LENGTH OF 58.25 FEET; THENCE	
	N01°40'18"W PARALLEL TO AND 33.00 FEET WEST OF THE	
	EAST LINE OF SAID SE ¹ / ₄ OF SEC. 14, A DISTANCE OF 311.62	
	FEET TO A POINT ON THE SOUTH LINE OF POTASH	
	SUBDIVISION, HALL COUNTY, NEBRASKA; THENCE	
	N89°33'28"E ALONG THE SOUTH LINE OF SAID POTASH SUB.,	
	A DISTANCE OF 33.01 FEET TO A POINT ON THE EAST LINE OF	
	SAID SE 1/4 OF SEC. 14; THENCE S01°40'17"E ALONG THE EAST	
	LINE OF SAID SE ¹ / ₄ OF SEC. 14, A DISTANCE OF 425.02 FEET TO	
	A POINT OF BEGINNING. SAID TRACT CONTAINS 27,970 SF, OF	
	WHICH 22,523 SF ARE EXISTING COUNTY ROAD ROW.	
	A TRACT OF LAND LOCATED IN LOT 3, WESTGATE FIFTH	
	SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA,	
	AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:	
	COMMENCING AT THE MODERNIEST CORNER OF LOT (
	COMMENCING AT THE NORTHWEST CORNER OF LOT 6	
	WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND	
	ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF	
	N88°43'07"E ALONG THE NORHT LINE OF WESTGATE FIFTH	
GStar Investments,	SUBDIVISION, LINE ALSO BEING THE SOUTH RIGHT-OF-WAY	¢2 160 00
LLC	LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 573.25 TO A	\$3,160.00
	POINT OF BEGINNING; THENCE N88°43'07"E ALONG THE NORTH LINE OF SAID LOT 3, LINE ALSO BEING THE SOUTH	
	RIGHT-OF-WAY LINE OF SAID OLD POTASH HIGHWAY, A	
	DISTANCE OF 6.84 FEET; THENCE S46°03'17"E ALONG THE	
	NORTHEAST LINE OF SAID LOT 3, A DISTANCE OF 28.27 FEET;	
	S00°57'04"E ALONG THE EAST LINE OF SAID LOT 3, LINE ALSO	
	BEING THE WEST RIGHT-OF-WAY LINE OF CLAUDE ROAD, A	
	DISTANCE OF 62.64 TO A POINT OF CURVATURE; THENCE	

	AROUND A CURVE IN A COUNTER- CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 8°57'42", RADIUS OF 440.00 FEET, A CHORD BEARING OF N16°19'15"W, A CHORD DISTANCE OF 68.75 FEET, AN ARC LENGTH OF 68.82 FEET TO A POINT OF CONTINUED CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 16°17'48", A RADIUS OF 65.00 FEET, A CHORD BEARING OF N28°57'00"W, A CHORD DISTANCE OF 18.43 FEET, AN ARC LENGTH OF 18.49 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 702 SQ FT.	
Hornady Family Limited Partnership	A TRACT OF LAND LOCATED IN PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N ½, NE ⅓) OF SECTION TWENTY-FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER (N ⅙) CORNER OF SECTION 24, T11N, R10W, HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N89°28'39"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE ⅙) OF SAID SECTION 24, A DISTANCE OF 725.40 FEET TO THE NORTHWEST CORNER OF ANDERSON THIRD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S00°41'32"E ALONG THE WEST LINE OF SAID ANDERSON THIRD SUBDIVISION, A DISTANCE OF 49.05 FEET; THENCE N89°05'25"W A DISTANCE OF 221.94 FEET; THENCE S89°28'39"W PARALLEL TO AND 43.50 FEET SOUTH OF THE NORTH LINE OF SAID NE ⅙ OF SECTION 24, A DISTANCE OF 406.93 FEET; THENCE S64°29'23"W A DISTANCE OF 69.83 FEET TO A POINT 33.00 FEET EAST OF THE WEST LINE OF SAID NE ⅙ OF SECTION 24; THENCE S00°57'35"E PARALLEL TO AND 33.00 FEET EAST OF THE WEST LINE OF SAID NE ⅙ OF SECTION 24, A DISTANCE OF 138.89 FEET; THENCE S89°02'25"W A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF SAID NE ⅙ OF SECTION 24, A DISTANCE OF 138.89 FEET; THENCE S89°02'25"W A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF SAID NE ⅙ OF SECTION 24, A DISTANCE OF 138.89 FEET; THENCE S89°02'25"W A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF SAID NE ⅙ OF SECTION 24, A DISTANCE OF 121.15 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 38,668 SF, OF WHICH 29,903 SF ARE EXISTING COUNTY RIGHT-OF-WAY AND 8,765 SF IS THE NEW RIGHT-OF-WAY HEREBY ACQUIRED.	\$10,960.00

Brian D. Levander	A TRACT OF LAND LOCATED IN LOT 1, COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF S89°30'09"W ALONG THE SOUTH LINE OF SAID LOT 1, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 267.38 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, THENCE N01°35'48"W ALONG THE WEST LINE OF SAID LOT 1, LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF KAUFMAN AVENUE, A DISTANCE OF 35.72 FEET; THENCE S46°03'34"E A DISTANCE OF 28.55 FEET; THENCE N89°28'39"E A DISTANCE OF 26.38 FEET; THENCE S89°05'25"E A DISTANCE OF 221.17 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S01°37'52"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.31 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 3,808 SF.	\$17,140.00
John S. Cummins and Deann R. Cummins	A TRACT OF LAND LOCATED IN LOT 7, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 7, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N89°19'29"E ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 15.00 FEET; THENCE S43°43'40"W A DISTANCE OF 20.99 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE N01°52'08"W ALONG THE WEST LINE OF SAID LOT 7, A DISANCE OF 15.00 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 112 SQ FT. AND A TRACT OF LAND LOCATED IN LOT 7, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 7, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN	\$2,250.00

ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING ON THE ARC OF A NONTANGENT 270.00 FOOT RADIUS CURVE CONCAVED TO THE SOUTHEAST; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°32'07", A RADIUS OF 270.00 FEET, A CHORD BEARING OF \$33°51'14"W, A CHORD DISTANCE OF 54.27 FEET; THENCE N00°40'31"W A DISTANCE OF 44.71 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 7; THENCE N89°19'29"E ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 30.76 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 638 SQ FT.

Total = \$40,320.00

Alternatives

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

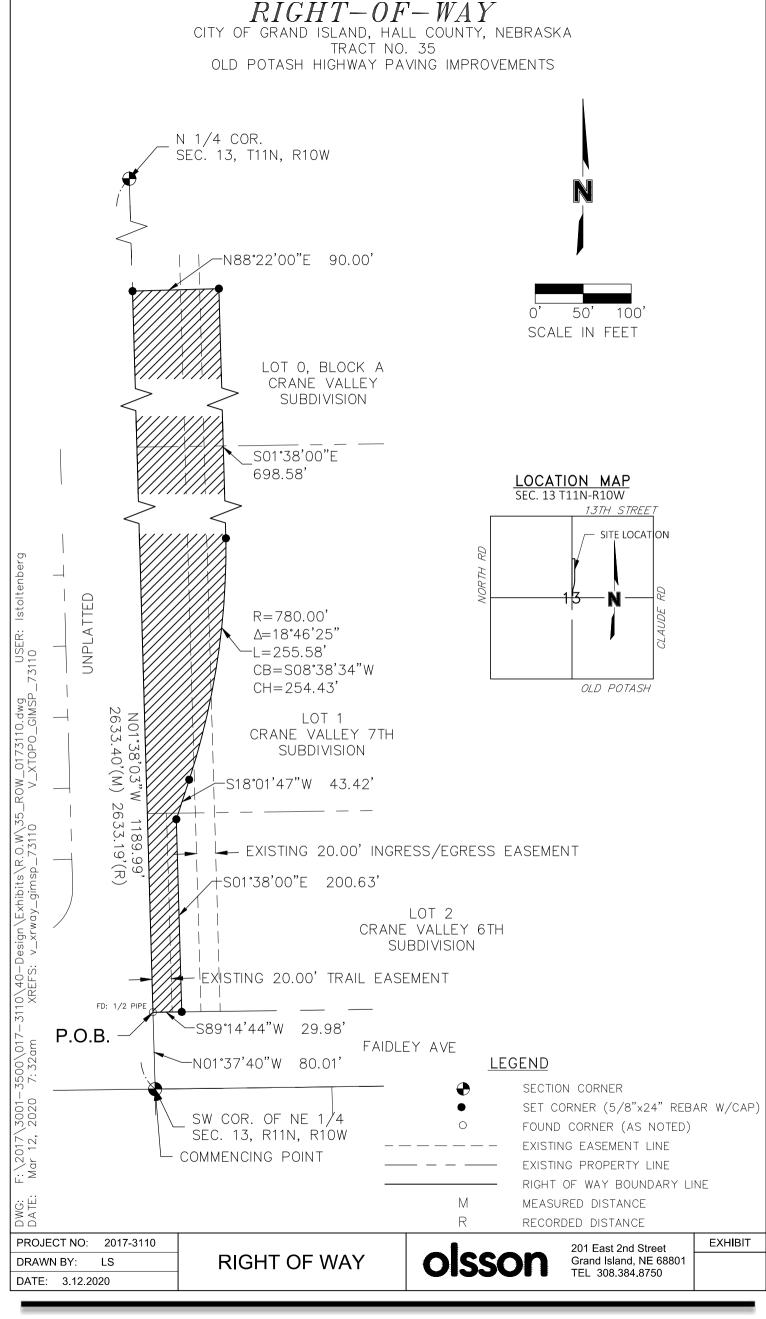
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisitions of the public right-of-way from the affected property owners, in the total amount of \$40,320.00.

Sample Motion

Move to approve the acquisitions.



RIGHT-OF-WAY

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA TRACT NO. 35 OLD POTASH PAVING IMPROVEMENTS

RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF LOT 0, BLOCK A, CRANE VALLEY SUBDIVISION, LOT 1, CRANE VALLEY 7TH SUBDIVISION, LOT 2, CRANE VALLEY 6TH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHEAST QUARTER (SE1/4) SECTION THIRTEEN (13) RANGE ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M.; THENCE ON AN ASSUMED BEARING OF NO1°37'40"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, A DISTANCE OF 80.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FAIDLY AVENUE, POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 TO THE POINT OF BEGINNING; THENCE NO1°38'03"W ALONG THE SAID WEST LINE OF SAID NE1/4 OF SECTION 13, A DISTANCE OF 1189.99 FEET; THENCE N88°22'00"E A DISTANCE OF 90.00 FEET; THENCE S01°38'00"E A DISTANCE OF 698.58 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 18°46'25", RADIUS OF 780.00 FEET; A CHORD BEARING OF S08°38'34"W, A CHORD DISTANCE OF 254.43 FEET, A DISTANCE OF 254.43 FEET; THENCE S18°01'47"W A DISTANCE OF 43.42 FEET; THENCE SO1°38'00"E A DISTANCE OF 200.63 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF FAIDLY AVENUE; THENCE S89°14'44"W ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 29.98; TO A POINT OF BEGINNING. SAID TRACT CONTAINS 89,021 SF.

SECTION TIES

SE CORNER OF NE 1/4 OF SECTION 13, R11N, R10W FOUND 5/8" REBAR ± 1' BELOW GRADE ON SOUTH SIDE OF REFERENCE POST 40' TO Q OF EAST/WEST ROAD 1' TO Q OF FENCE SOUTH Ε USER: 10 M WSW 70.97' TO MAG NAIL IN POWERPOLE TO MAG NAIL IN POWERPOLE 116.07 Ω N 15.84 TO 5/8" REBAR ÌSW 9.71' TO NORTHWEST CORNER OF WEST EBX <u> ទី N 1/4 CORNER OF SECTION 13, R11N, R10W</u> FOUND ALUMINUM CAP AT GRADE CENTERLINE 13TH ST 32.15' TO RED HEAD NAIL IN EAST FACE OF P N 38.10' TO RED HEAD NAIL IN WEST FACE OF P TO RED HEAD NAIL IN EAST FACE OF POWER POLE TO RED HEAD NAIL IN WEST FACE OF POWER POLE NNE 57.16' TO RED HEAD NAIL IN WEST FACE OF POWER POLE W\35_ SURVEYOR'S CERTIFICATE

PI HEREBY CERTIFY THAT ON MARCH 11, 2020 UNDER MY PERSONAL SUPERVISION, I 5 COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF LOT O. BLOCK A, CRANE VALLEY SUBDIVISION, LOT 1, CRANE VALLEY 7TH SUBDIVISION, LOT 2, CRANE VALLEY 6TH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AS SHOWN ON THE ACCOMPANYING SURVEY RECORD THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED WERE FOUND OR PLACED AT ALL PROPERTY CORNERS; THAT THE DIMENSIONS OF THE Ü TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

-3500\017-3 7:32am 50 LOUGLAS J. STEVENSON, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-485

F:\2017\ Mar 12, DATE

PROJEC	T NO:	2017-3110
DRAWN	BY:	LS
DATE: 3.12.2020		

RIGHT OF WAY

olsson

201 Fast 2nd Street Grand Island, NE 68801 TEL 308.384.8750

EXHIBIT

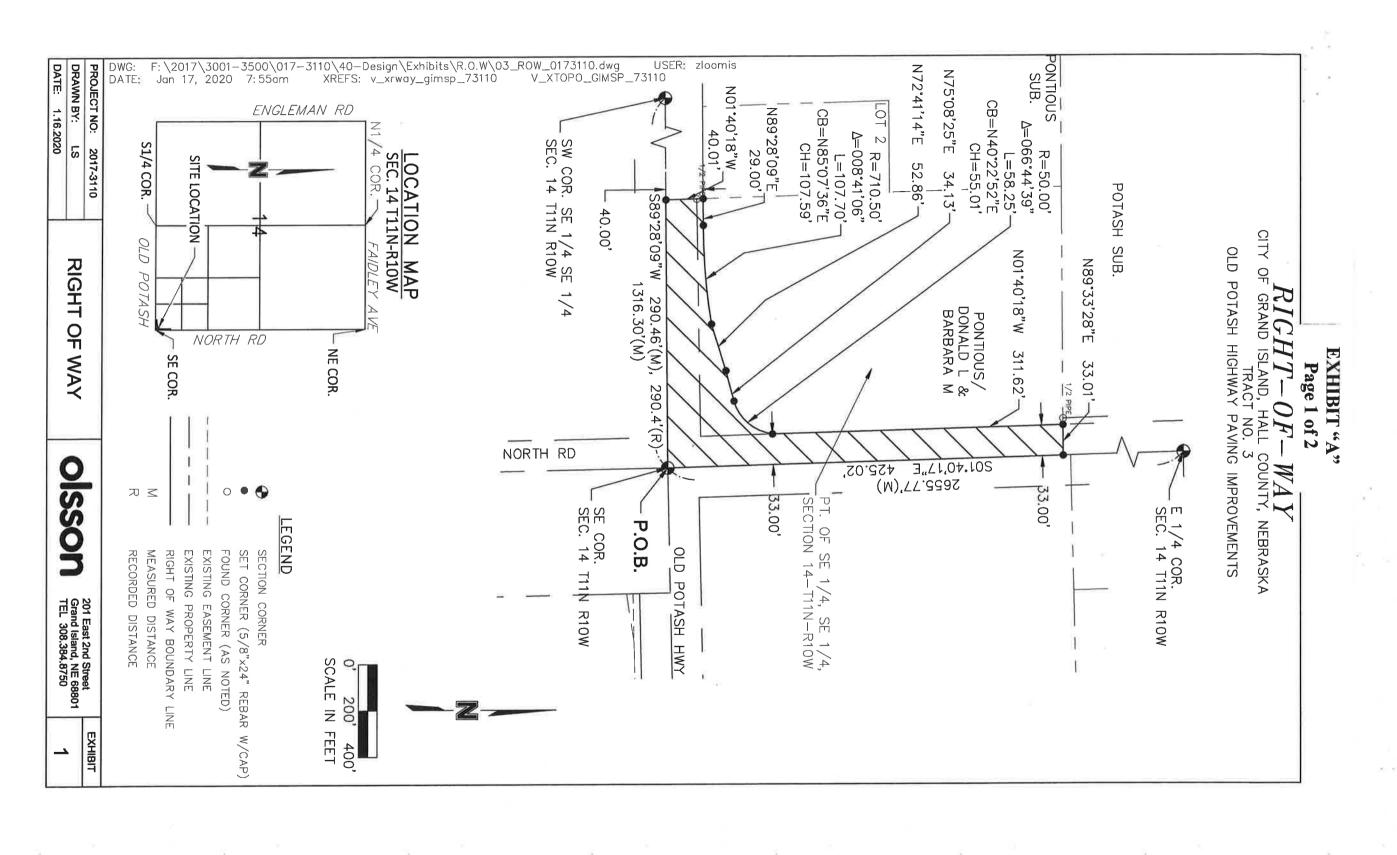


EXHIBIT "A"

Page 2 of 2

RIG!

CITY 유 <u>S</u> COUNTY, NEBRASKA

OLD POTASH RACT NO. 3
PAVING IMPROVEMENTS

RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF AN UNP SOUTHEAST QUARTER (SE 1/4, SE 1/4) OF SECTION WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, I AN UNPLATTED TRACT LOCATED IN THE SOUTHEAST QUARTER OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE ".ASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

F THE TEN (10)

IGLE SAID SE 1/4
NE OF SAID SE 1/4
UBDIVISION, HALL CO
TANCE OF 33.01 or 10.000 or 10. RASKA; THENCE ON AN ASSUMED BEARING OF S89'28'09"W ALONG THE SOUTH LINE OF SUITHEAST OF SAID SEC. 14, A DISTANCE OF 290.46 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; 40'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 40.01 FEET TO THE SOUTHEAS VIEW OF LOT 2, PONTIOUS SUBDIVISION, HALL COUNTY, NEBRASKA; THENCE N89'28'09"E PARALLEL TO AND NORTH OF THE SOUTH LINE OF SAID SE 1/4 OF SEC. 14, A DISTANCE OF 29.00 FEET TO A POINT OF VATURE; THENCE AROUND A CURVE IN A COUNTER—CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 008'ADIUS OF 710.50 FEET, A CHORD BEARING OF N85'07'36"E WITH A CHORD DISTANCE OF 107.59 FEET, AN JE OF 066'44'39", A RADIUS OF 50.00 FEET, A CHORD BEARING OF N40'22'52"E WITH A CHORD DISTANCE OF 1 FEET, AN JE OF 066'44'39", A RADIUS OF 50.00 FEET, A CHORD BEARING OF N40'22'52"E WITH A CHORD DISTANCE OF 1 FEET, AN JE OF 066'44'39", A RADIUS OF 50.00 FEET, A CHORD BEARING OF N40'22'52"E WITH A CHORD DISTANCE OF 1 FEET, AN JE OF 065'44'39", A RADIUS OF 50.00 FEET, A CHORD BEARING OF N40'22'52"E WITH A CHORD DISTANCE OF THE OF SAID SE 1/4 OF SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH OF SAID SE 1/4 OF SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH OF SAID SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH OF SAID SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH OF SAID SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH OF SAID SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH OF SAID SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH OF SAID SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH OF SAID SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH OF SAID SEC. 14, A DISTANCE OF SAID SEC. 14, A DIS CORNER OF , R10W OF UTH LINE C R OF SAID 008*41*06" AN ARC THENCE 40.00

SECTION TIES

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USER: zloomis

NAIL W/ V 1.0 TO 18.48 TO 32.72 TO 35.57 TO 47.72 TO HER @ ASPHALT SURFACE ... FE-W RD COR OF ONC. FOUNDATION FOR FLASHING PED POLE G AND WASHER IN PWP OF SSMH

SURVEYOR'S CERTIFICATE

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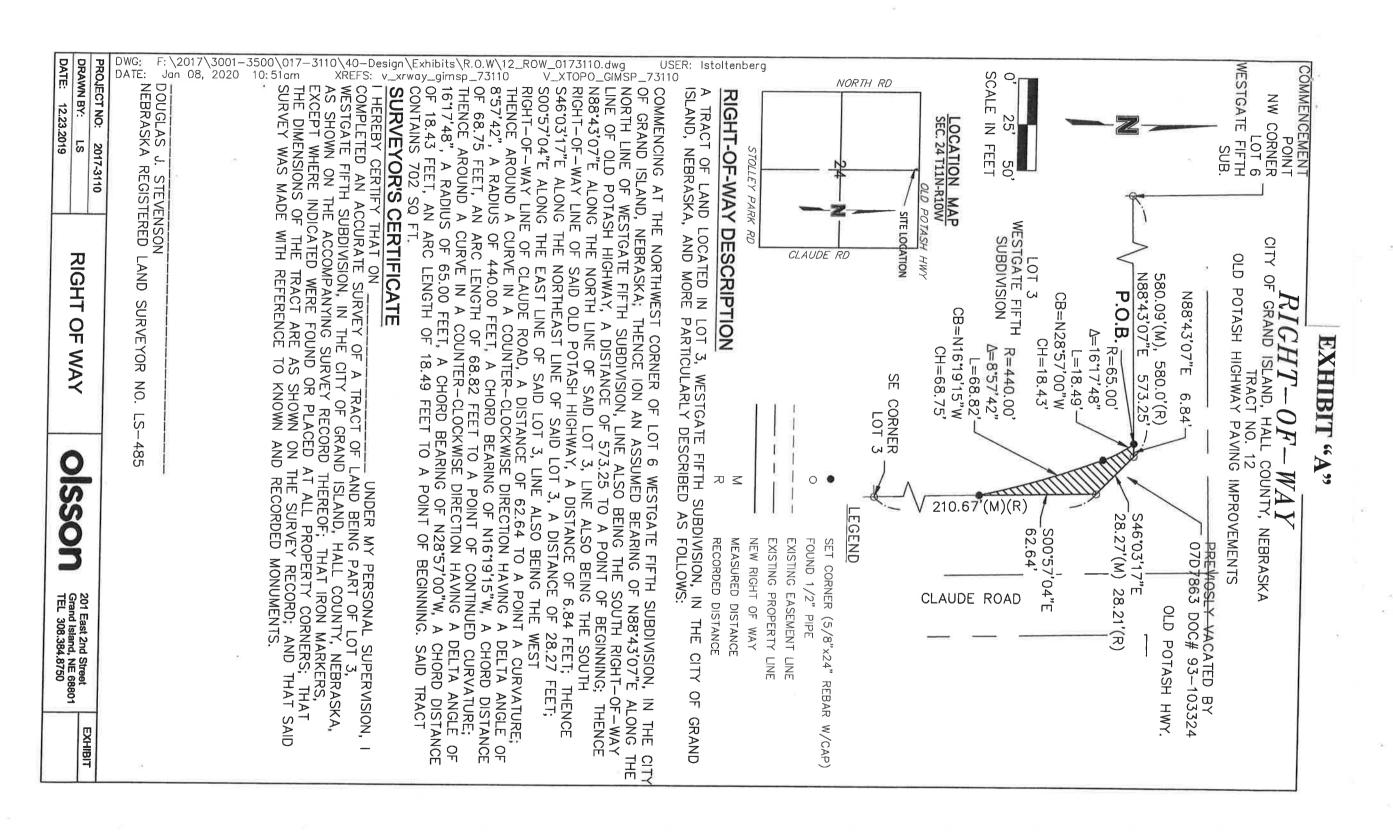
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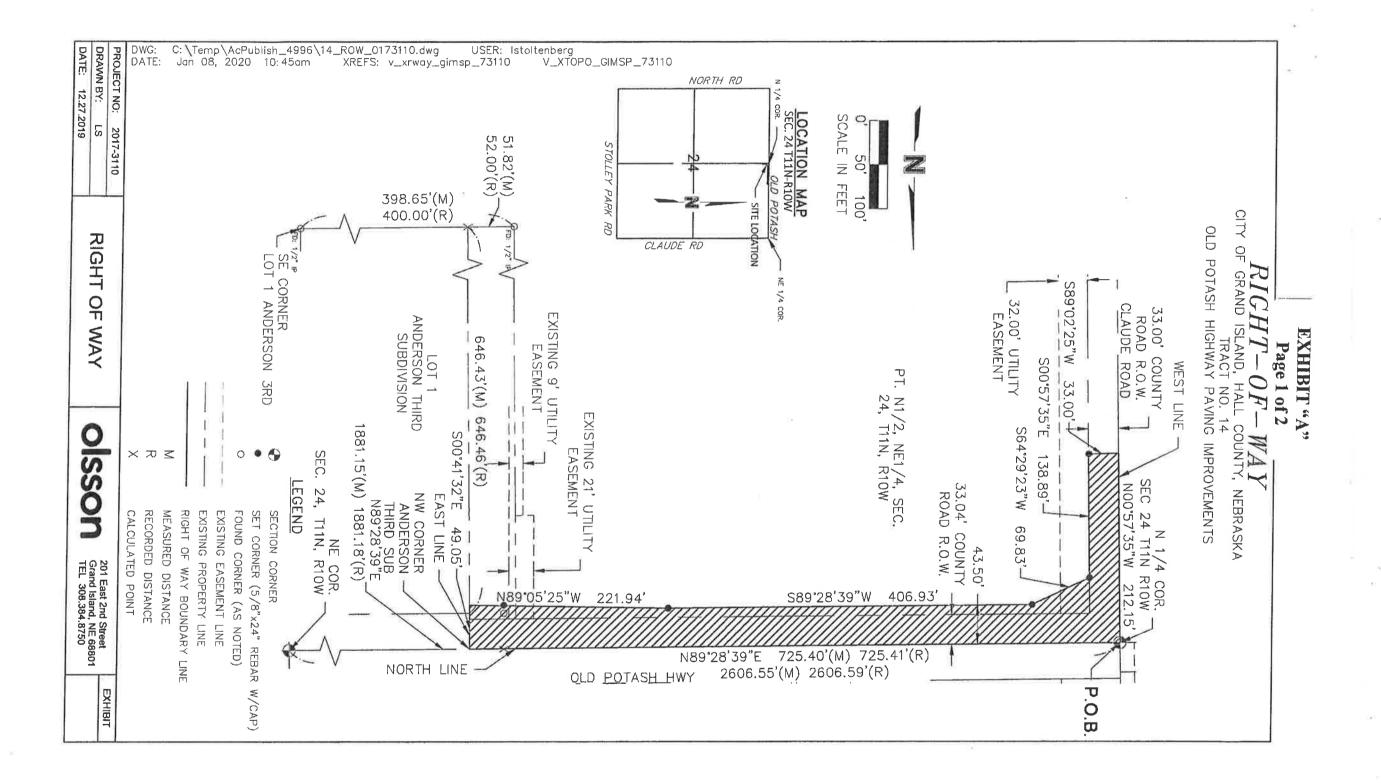


EXHIBIT "A"

T - OFCOUNTY, ¥ 7

CITY 유 TRACT NO. 14
OLD POTASH PAVING IMPROVEMENTS TRACT NEBRASKA

RIGHT-OF-WAY DESCRIPTION

1/4) OF S F THE 6TH LAND D LOCATED IN PART OF THE NORTH HALF OF THE NORTHEAST QUARTER SECTION TWENTY—FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TELY P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED TEN (N AS (10)

BEGINNING NE OF ENCE 4 OF THE NORTHWE SECTION TO Y, NEBRASKA; THENCE SO ISION, A DISTANCE OF 49 E S89'28'39"W PARALLEL S00'57'35"E A POINT THE NORTH QUARTER (
NORTHEAST QUARTER (24, A DISTANCE OF 33.00 FEET EAST "E PARALLEL T DISTANCE OF QUARTER (N NER OF AND WEST LINE 49.05 FEET; LEL TO AND 4 ANCE OF 406 S00°41'32" TO AND 33.00 FEET OF 138.89 FEET; THE ST LINE OF SAID NE (NE1 (N1/4) 유 EET; THENCE N89°05'25"W A DISTANCE OND 43.50 FEET SOUTH OF THE NORTH LI 406.93 FEET; THENCE S64°29'23"W A DISTANCE OF THE WEST LINE OF SAID NE 1/4 OF SUD 33.00 FEET EAST OF THE WEST LINE N1/4) CORNER OF ASSUMED BEARING WEST LINE OF SAID NE 1/4 OF SECTION 24;

10 FEET EAST OF THE WEST LINE OF SAID NE 1

T; THENCE S89.02'25"W A DISTANCE OF 33.00

ID NE 1/4 OF SECTION 24. THENCE SECTION 24. BEARING SAID H H SUBDIVISION, WEST SECTION OF N89" N89°28'39"E AL 24, A DISTANCE CITY OF GRAND GRAND ISLAND, ID ANDERSON THE ALONG TO E OF 221.94 FE R10W, E OF 33.00 NO0°57'35"W FEET TO A RE EXISTING Ħ NORTH NE 1/4 69.83

SECTION TIES

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0-10:00=	74 COR. SECTION : SURVEY SPIKE W, 2.0 TO CL 12.0 TO CL 42.66 TO X N 88.56 TO MAC 42.09 TO X N 32.58 TO RED
SECITON 24—T11N—R10W A CAP @ CONC. SURFACE, ON CL OF E—W STREET TO CL N—S ST. TO CL N—S ST. TO TO. REDHEAD IN PWP TO REDHEAD IN PWP TO MAG NAIL IN PWP TO MAG AND WASHER IN PWP	L1/4 COR. SECTION 24-T11N-R10W ND SURVEY SPIKE W/ WASHER @ ASPHALT GRADE 2.0 TO CL E-W RD V 12.0 TO CL RD SOUTH \$E 42.66 TO X NAILS IN PWP \$W 88.56 TO MAG AND WASHER IN PPL 1 32.58 TO REDHEAD IN PWP

SURVEYOR'S CERTIFICATE

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SW 88.56

NW 42.09

NW 42.09 NORTHE SURVEY OF A TRATER (OR PLAC ER OF SECTION 24, TOWNSHIP 1
OF GRAND ISLAND, HALL COUNT
RECORD THEREOF; THAT IRON N
SED AT ALL PROPERTY CORNERS. UNDE BEING I R MY PERSONAL SUPERVISION,
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RIGHT OF WAY

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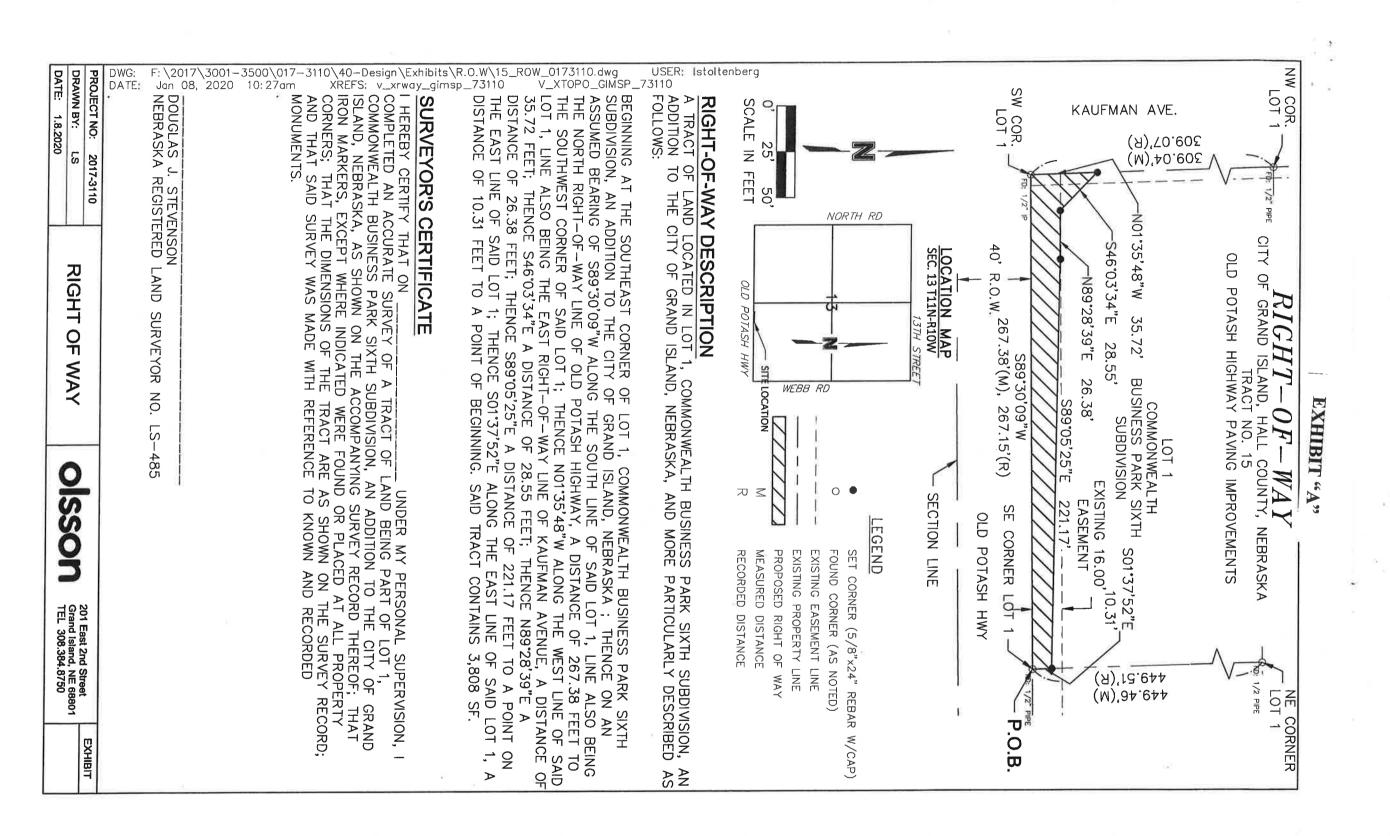
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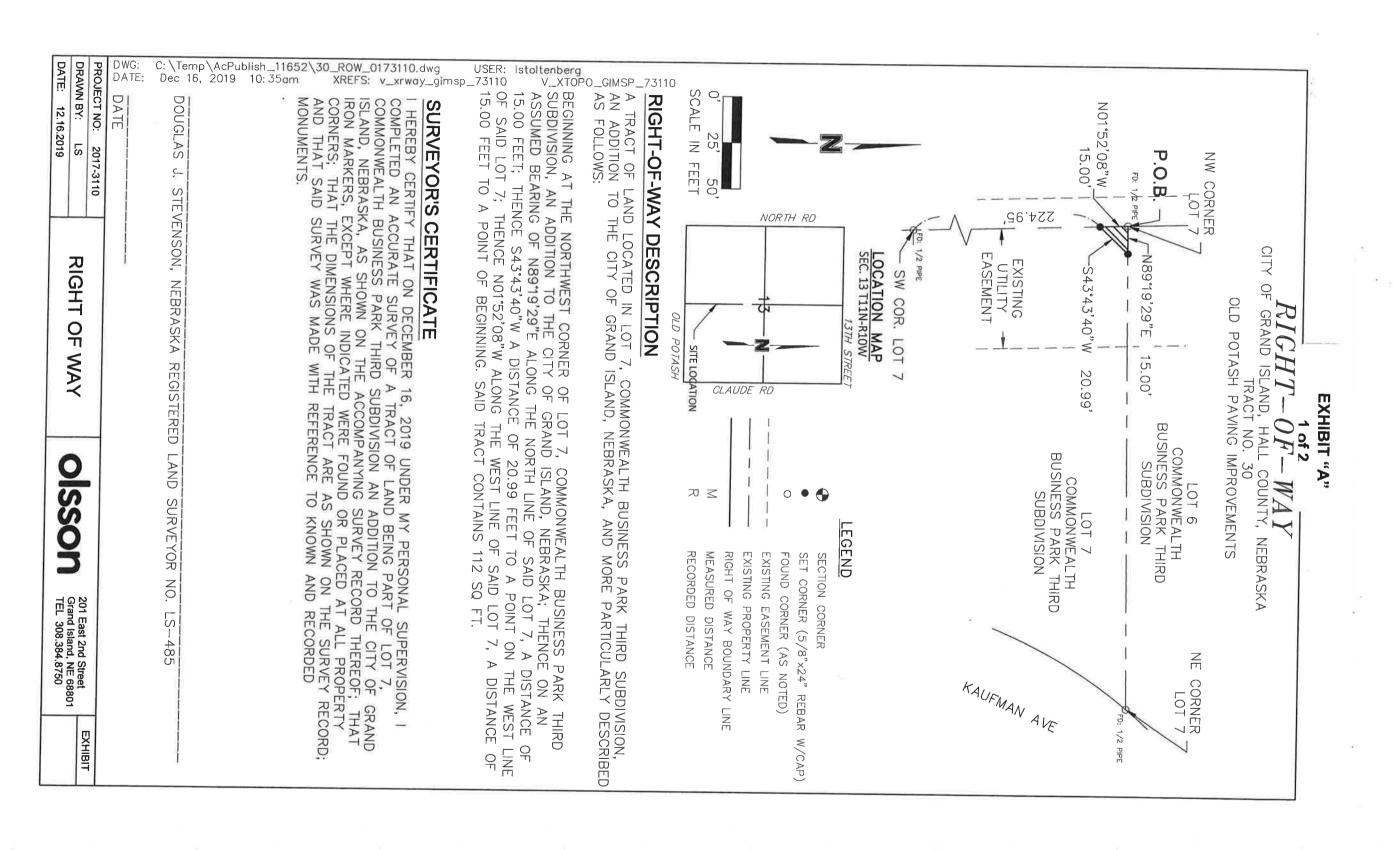
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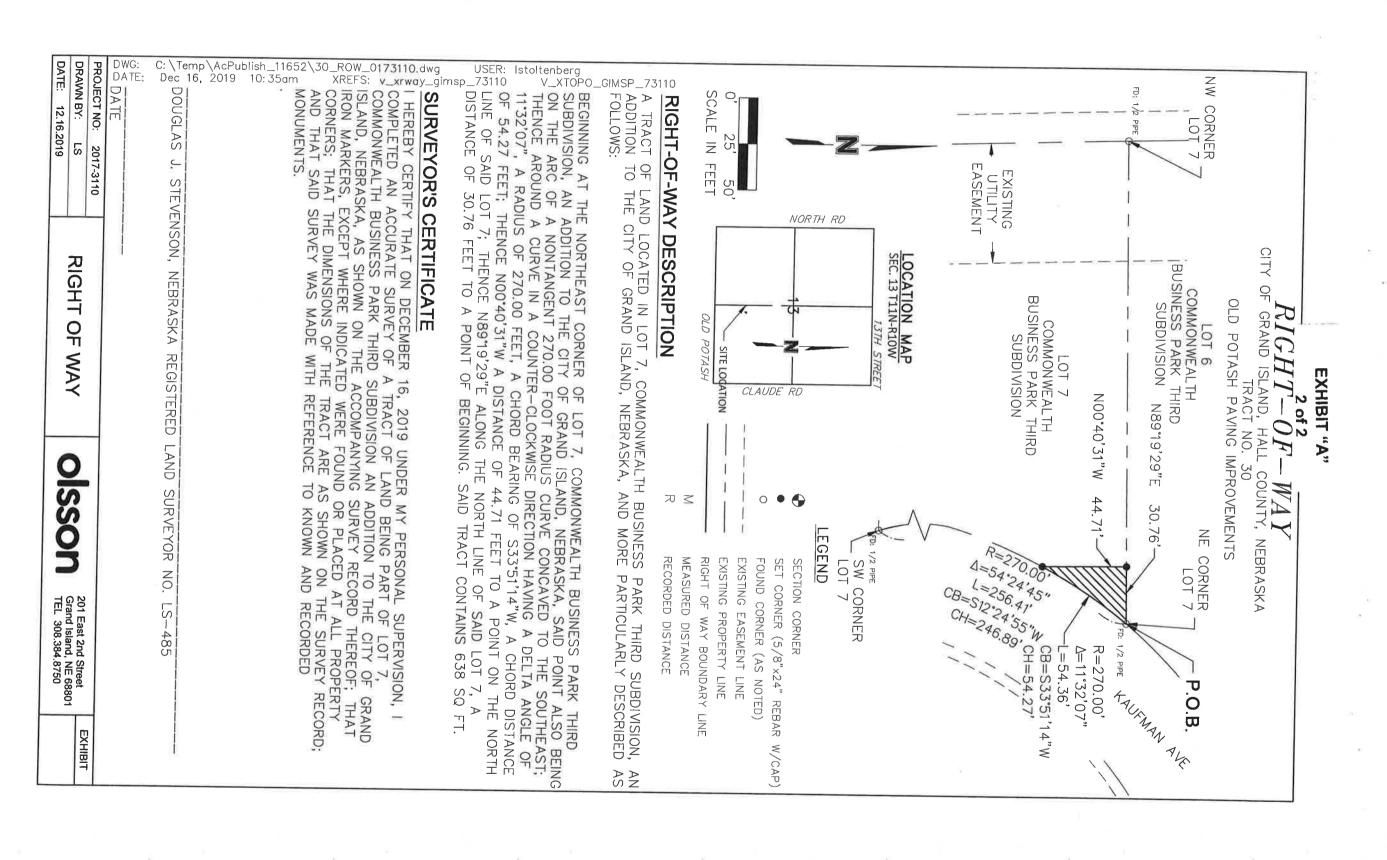
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Grand Island



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item E-5

Public Hearing on Acquisition of Public Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Concord Investments, GNT Properties, Bosselman Pump & Pantry, Inc., Pontious, GStar Investments, Hornady, & Levander)

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: July 14, 2020

Subject: Public Hearing on Acquisition of Public Easements for

Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Concord Investments- 3645 W 13th St, GNT Properties, LLC- 3721 W Old Potash Hwy, Bosselman Pump & Pantry, Inc.- 106 S Webb Rd, Pontious- 124 N North Rd, GStar Investments, LLC- 3703 W Old Potash Hwy, Hornady- 3625 W Old Potash

Hwy, Levander- 3620 W Old Potash Hwy)

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

Background

The Old Potash Highway Roadway Improvements; Project No. 2019-P-1 is for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

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

Discussion

Public easements are needed to accommodate the roadway improvements along Old Potash Highway. The property owners have signed the necessary documents to grant the property, as shown on the attached drawings.

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

Property Owner	Legal Description	Amount
Concord Investments, LLC fka Concord Development, LLC	COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M.; THENCE ON AN ASSUMED BEARING N01°38'00"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, LINE ALSO BEING THE WEST LINE OF A PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 1270.00 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N88°22'00"E ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 90.00 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE S01°38'00"E ALONG THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE S01°38'00"E ALONG THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE N88°22'00"E A DISTANCE OF 144.66 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 52°19'17", A RADIUS OF 330.00 FEET, A CHORD BEARING OF S65°28'21"E, A CHORD DISTANCE OF 290.99 FEET, AN ARC LENGTH OF 301.35 FEET; THENCE S54°29'42"W A DISTANCE OF 60.16 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 51°28'25", A RADIUS OF 270.00 FEET, A CHORD BEARING OF N65°53'47"W, A CHORD DISTANCE OF 234.49 FEET, AN ARC LENGTH OF 242.56 FEET; THENCE S88°22'00"W A DISTANCE OF 144.66 FEET TO A POINT ON THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N01°38'00"W A DISTANCE OF 60.00 FEET TO A POINT OF BEGINNING. SAID UTILITY/ACCESS EASEMENT CONTAINS 24,997 SF MORE OR LESS.	\$0.00
GNT Properties, LLC	A PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF LOT 6, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 6, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N88°43'07"E ALONG THE	\$1,000.00

	NORTH LINE OF SAID LOT 6, LINE ALSO BEING THE SOUTH ROW LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 46.00 FEET; THENCE S64°18'31"W A DISTANCE OF 36.30 FEET; THENCE S88°43'07"W PARALLEL TO AND 15.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 13.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF GOLD ROAD; THENCE N01°05'01"W ALONG THE EAST LINE OF SAID LOT 6, LINE ALSO BEING THE SAID EAST RIGHT-OF-WAY LINE OF GOLD ROAD, A DISTANCE OF 15.00 TO A POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 443 SQ FT MORE OR LESS.	
Bosselman Pump & Pantry, Inc.	A PERMANENT ACCESS EASEMENT LOCATED IN PART OF LOT 1, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 80.00 FEET OF THE WEST 20.00 FEET OF SAID LOT 1, SAID PERMANENT ACCESS EASEMENT CONTAINS 1,600 SQ FT MORE OR LESS.	\$5,600.00
Barbara M Pontious	A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF AN UNPLATTED TRACT LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼, SE ¼) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING OF \$89°28'09"W ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 290.46 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N01°40'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 40.01 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF PONTIOUS SUBDIVISION, HALL COUNTY, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°40'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 15.00 FEET;	\$1,580.00

GStar Investments, LLC	A UTILITY EASEMENT LOCATED IN LOT 3, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF CLAUDE ROAD; THENCE ON AN ASSUMED BEARING OF \$88°44'46"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 10.00 FEET; THENCE N00°57'29"W PARALLEL TO AND 10.00 FEET WEST OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 189.43 TO A POINT OF CURVATURE, POINT ALSO BEING ON THE WESTERLY LINE OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ALONG THE WESTERLY LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; AROUND A CURVE IN A CLOCKWISE DIRECTION WITH A DELTA ANGLE OF 5°31'28", A RADIUS OF 440.00 FEET, A CHORD BEARING OF	\$3,840.00
	THENCE N89°28'09"E PARALLEL TO AND 55.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 29.30 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 008°35'52", A RADIUS OF 695.50 FEET, A CHORD BEARING OF N85°10'12"E WITH A CHORD DISTANCE OF 104.27 FEET, AN ARC LENGTH OF 104.37 FEET; THENCE N72°41'14"E A DISTANCE OF 30.83 FEET; THENCE S17°18'46"E A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH LINE OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE S72°41'14"W ALONG SAID NORTH LINE, A DISTANCE OF 31.90 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 008°41'06", A RADIUS OF 710.50 FEET, A CHORD BEARING OF S85°07'36"W WITH A CHORD DISTANCE OF 107.59 FEET, AN ARC LENGTH OF 107.70 FEET; THENCE S89°28'09"W PARALLEL TO AND 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 29.00 FEET TO A POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 2,498 SQ FT MORE OR LESS.	

	ARC LENGTH OF 42.42 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3, POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID CLAUDE ROAD; THENCE S00°57'29"E ALONG THE EAST LINE OF SAID LOT 3, LINE ALSO BEING THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 148.17 FEET TO A POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 1,702 SQ FT MORE OR LESS.	
Hornady Family Limited Partnership	A PERMANENT ACCESS EASEMENT LOCATED IN PART OF THE NORTH HALF O FHTE NORTHEAST QUARTER (N ½ NE ¼), SECTION TWENTY-FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER (N ¼) CORNER OF SECTION 24; THENCE ON AN ASSUMED BEARING OF N89°28'39"E ALONG THE NORTH LINE OF THE NE ¼ SECTION 24, A DISTANCE OF 725.52 FEET TO THE NORTHWEST CORNER OF ANDERSON THIRD SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S00°41'32"E A DISTANCE OF 49.05 FEET TO THE SOUTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT SAID POINT ALSO BEING ON THE WEST LINE OF LOT 1 ANDERSON THIRD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°59'35"E ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET; TEHNCE S89°29'28"W A DISTANCE OF 51.95 FEET; THENCE N00°59'38"W A DISTANCE OF 101.29 FEET TO A POINT ON THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE S89°05'25"E ALONG THE SOUTH OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 51.98 FEET TO A POINT OF BEGINNING. SAID PERMANENT ACCESS EASEMENT CONTAINS 5,228 SQ FT MORE OR LESS.	\$3,300.00
Brian D. Levander	A PERMANENT ACCESS EASEMENT LOCATED IN PART OF LOT 1, COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:	\$3,810.00

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1. COMMONWEALTH **BUSINESS PARK** SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, SAID NEBRASKA. **POINT** ALSO BEING SOUTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT: THENCE ON AN ASSUMED BEARING N01°37'52"W ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.31 FEET TO THE NORTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT. SAID POINT ALSO BEING THE POINT OF BEGINNING: THENCE N89°05'25"W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 20.02 FEET; THENCE N01°37'52"W PARALLEL TO AND 20.00 FEET WEST OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 65.00 FEET; THENCE S89°05'25"E A DISTANCE OF 20.02 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S01°37'52"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 65.00 FEET TO A POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 1,300 SF MORE OR LESS.

AND

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1, COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1. COMMONWEALTH **BUSINESS** PARK **SIXTH** SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO **BEING** SOUTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING N01°37'52"W ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.31 FEET TO THE NORTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT, SAID P OINT ALSO BEING THE SOUTHEAST CORNER OF A PROPOSED ACCESS EASEMENT; THENCE N89°05'25"W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT. A DISTANCE OF 20.02 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED ACCESS EASEMENT, SAID POINT ALSO BEING THE **POINT** OF BEGINNING; THENCE CONTINUING N89°05'25"W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT A DISTANCE OF 32.53 FEET; THENCE N00°54'35"E A DISTANCE OF 12.00 FEET; THENCE S89°05'25"E A DISTANCE OF 32.00 FEET TO A POINT ON THE WEST LINE OF SAID PROPOSED ACCESS EASEMENT; THENCE S01°37'52"E ALONG THE WEST LINE OF SAID PROPOSED ACCESS EASEMENT A DISTANCE OF 12.01 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 387 SF MORE OR LESS.

TOTAL = \$19,130.00

Alternatives

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

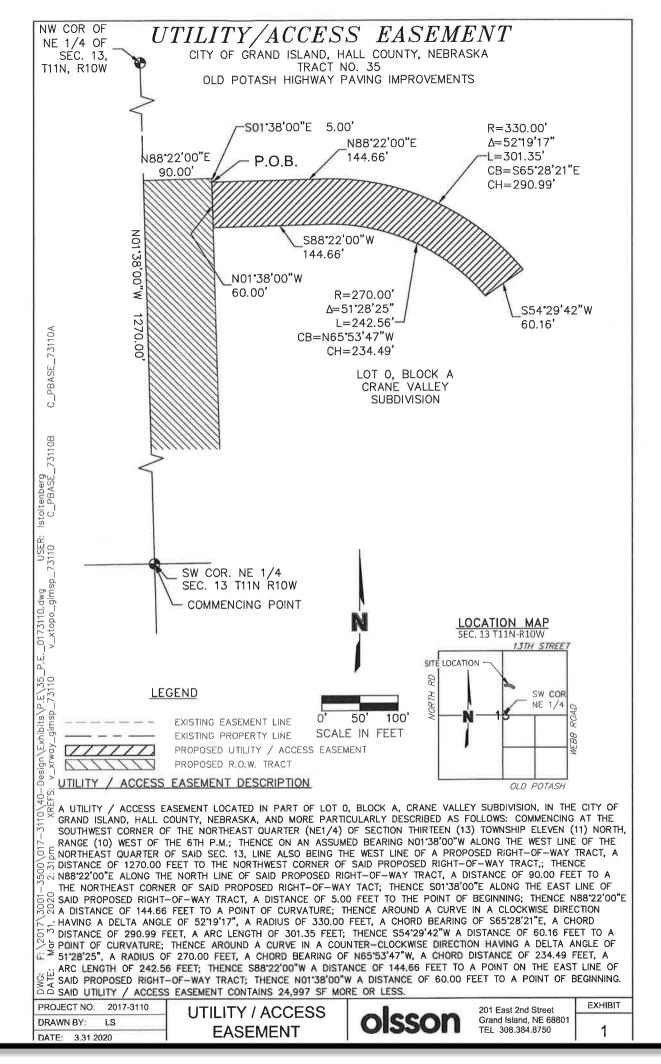
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

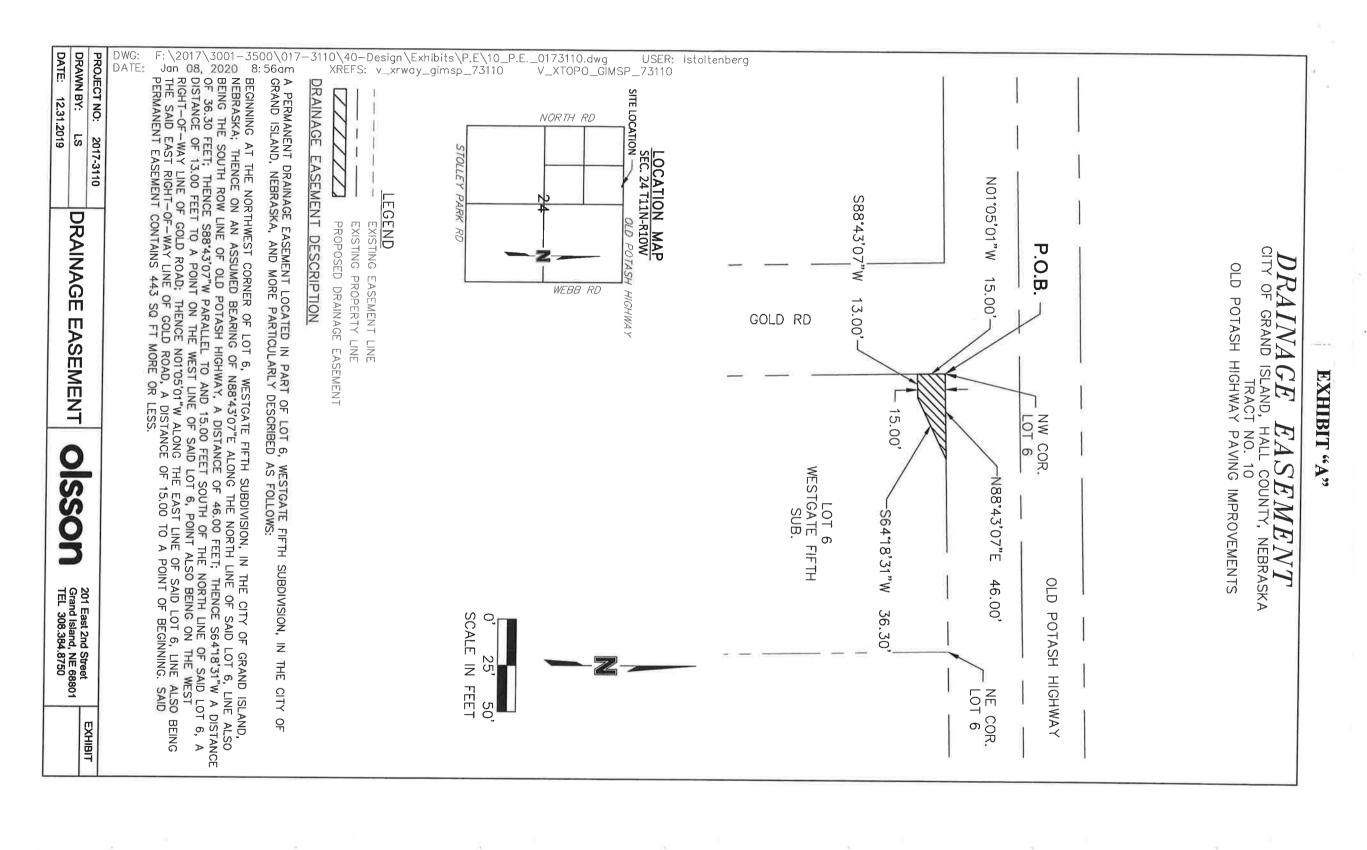
Recommendation

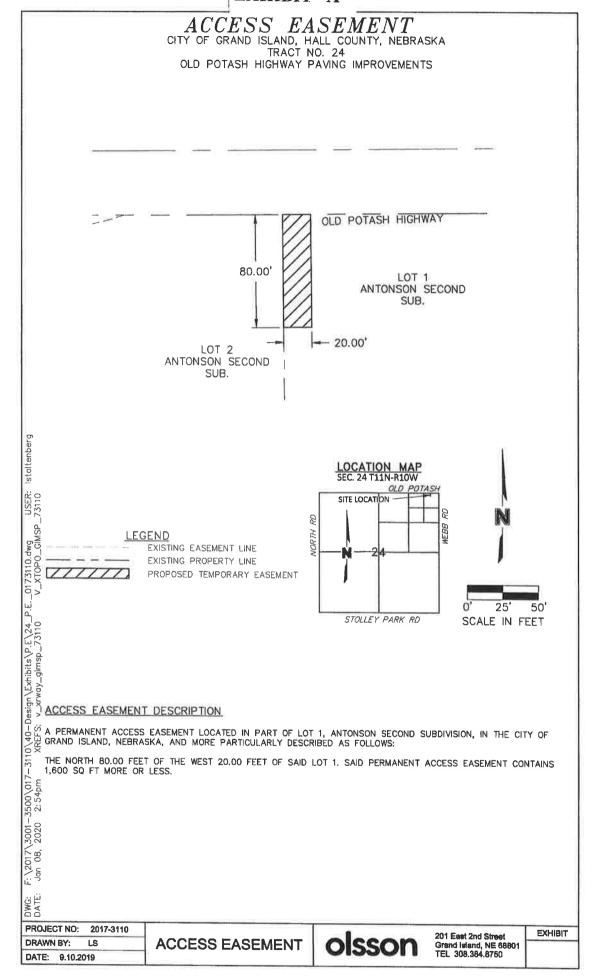
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of public easements from the affected property owners for Old Potash Highway Roadway Improvements; Project No. 2019-P-1.

Sample Motion

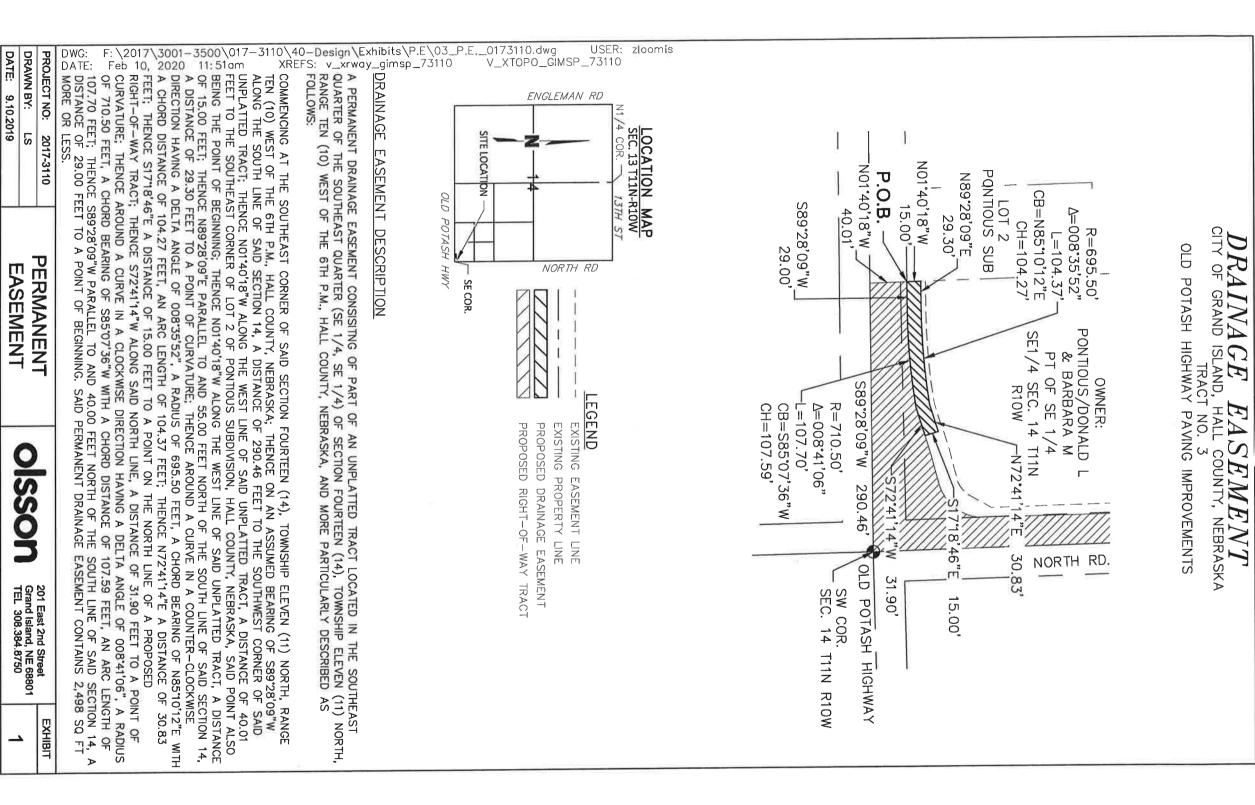
Move to approve the acquisitions.



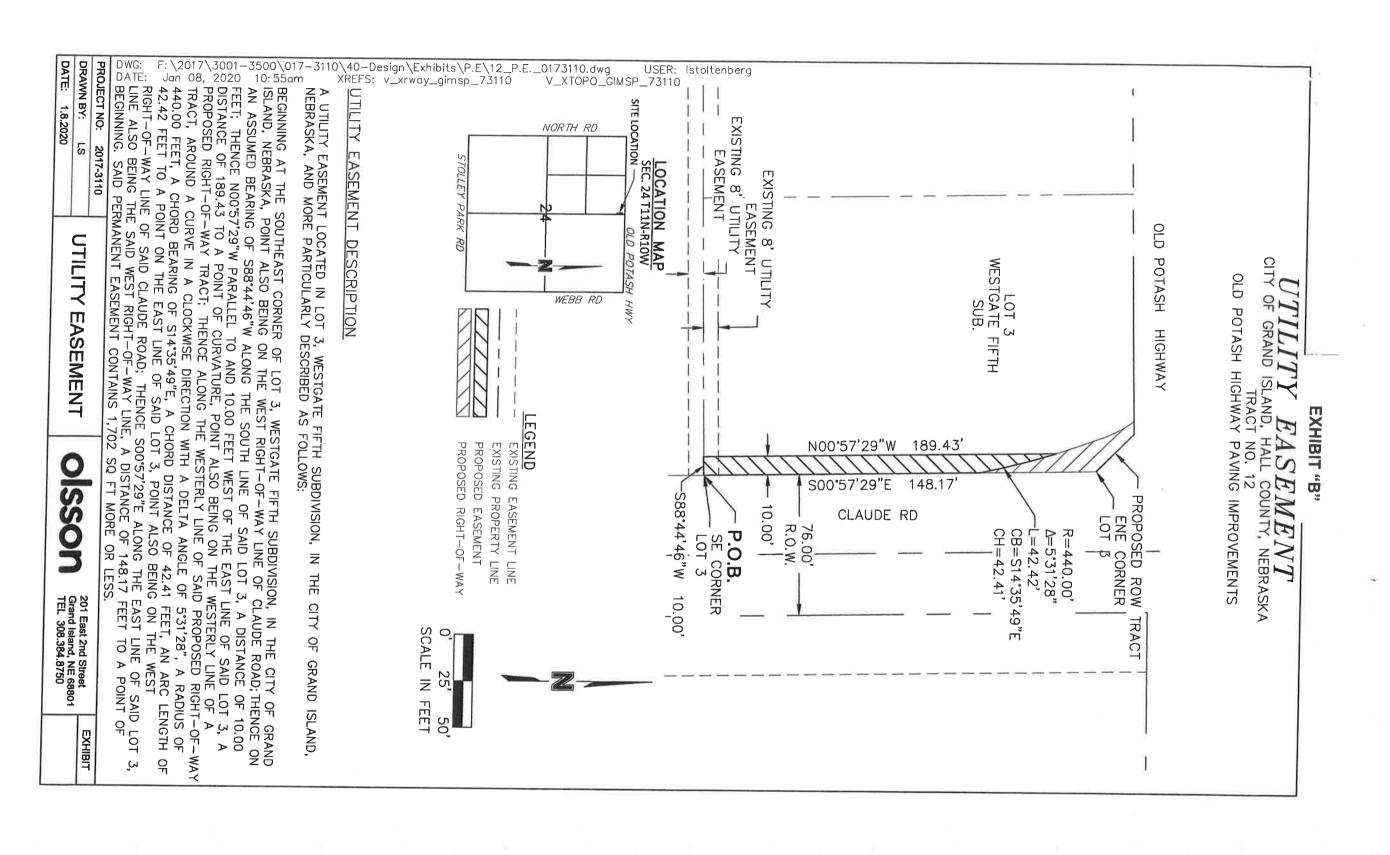


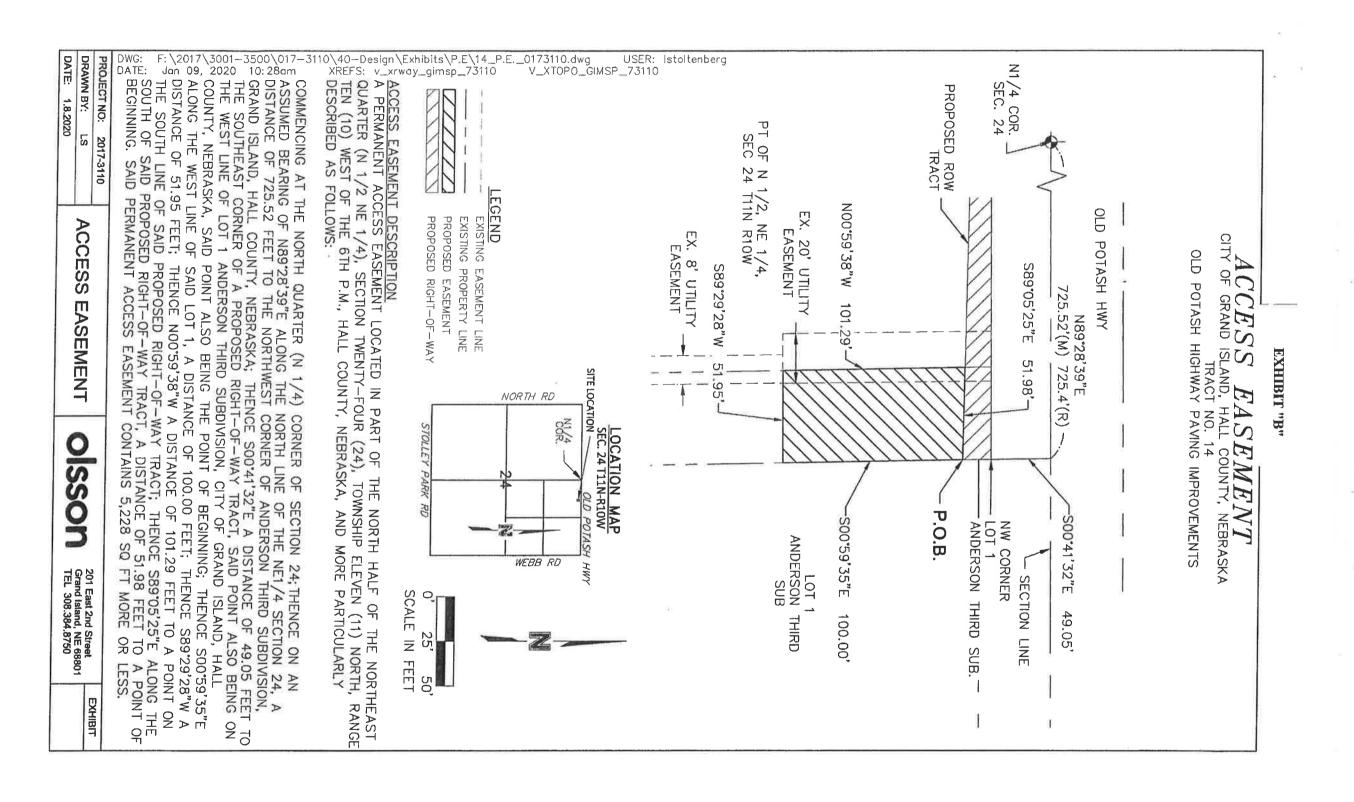


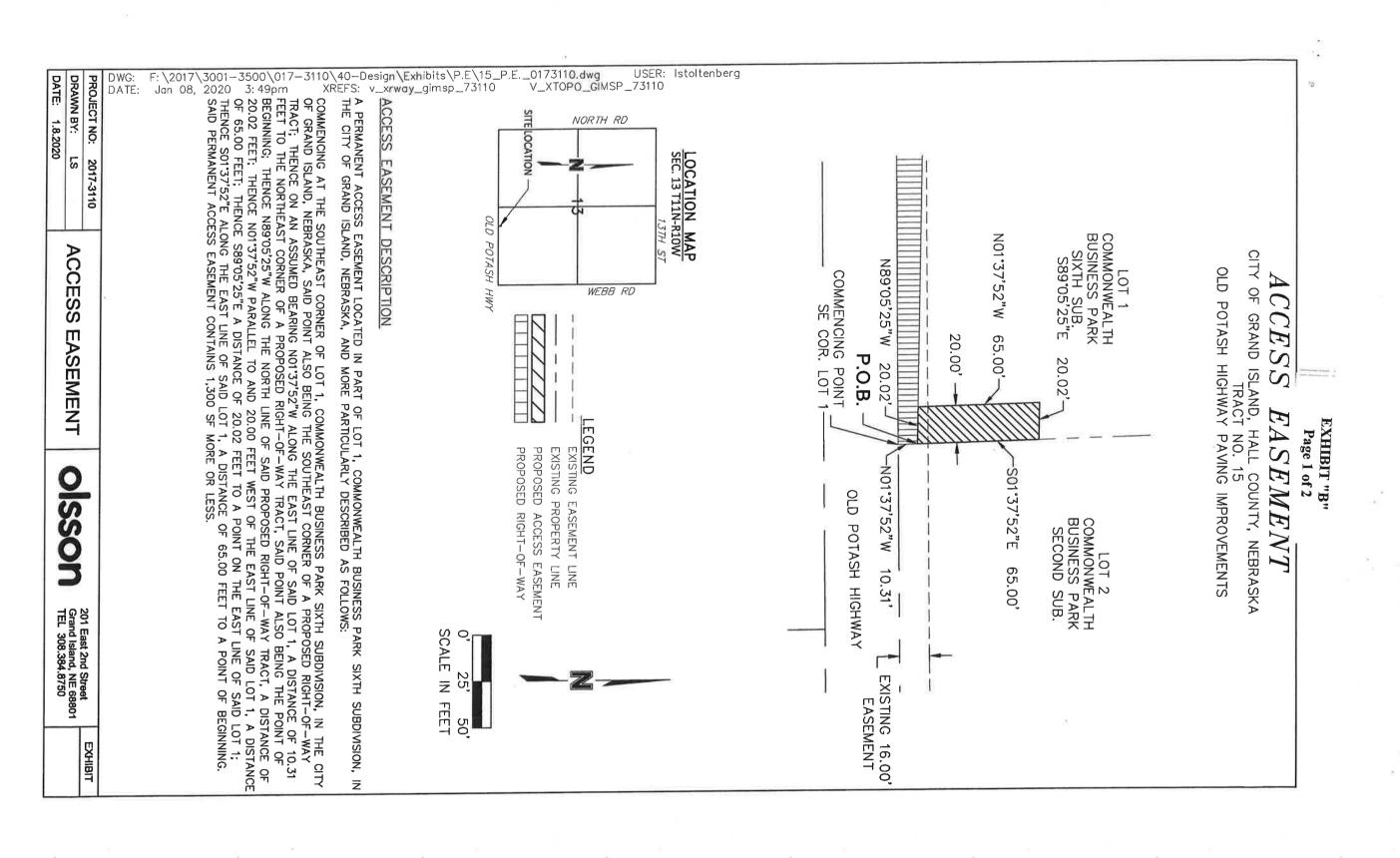


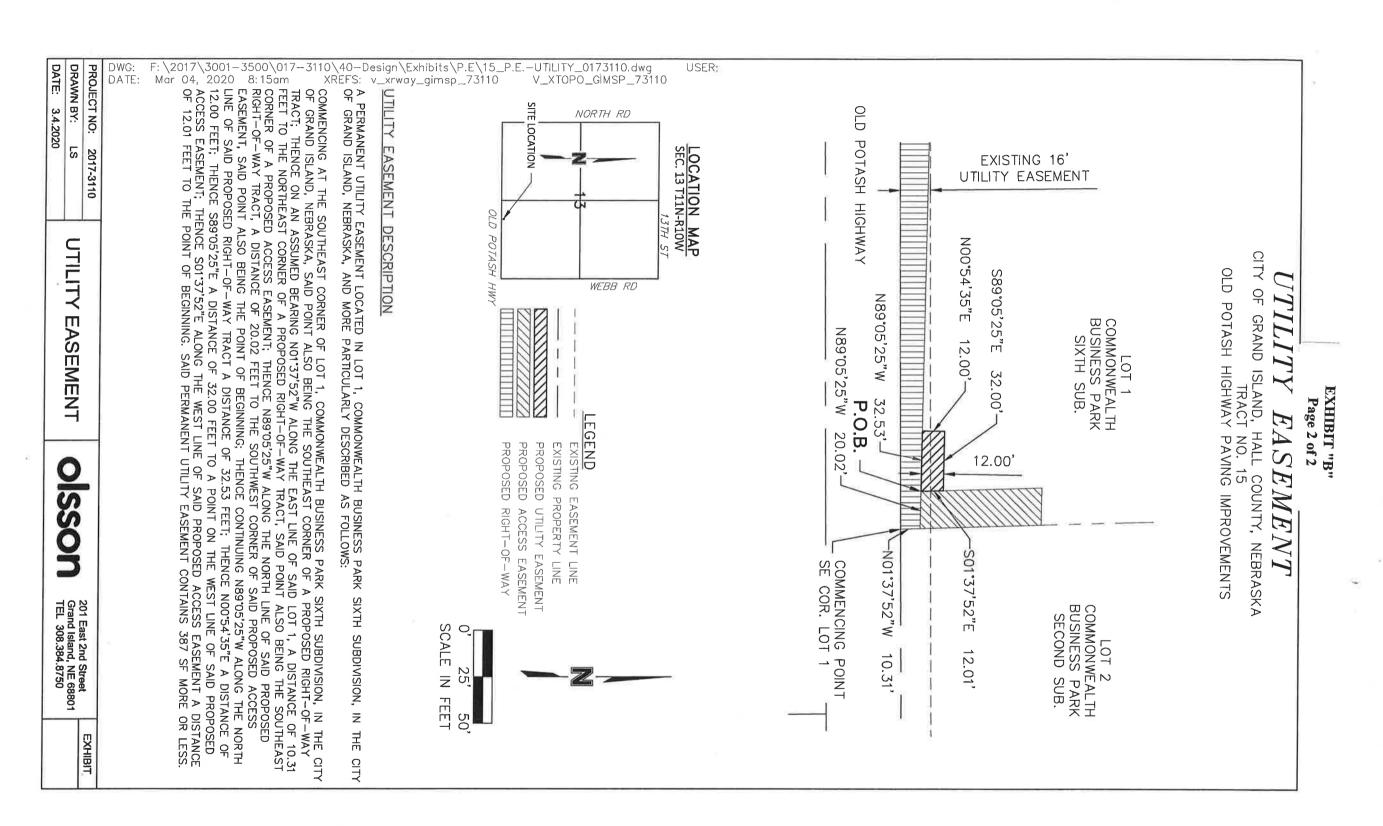


Grand Island









Grand Island



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item F-1

#9773 - Consideration of Annexing Property being Platted as Brooklyn Subdivision an Addition to the City of Grand Island (Second Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 14, 2020

Subject: An Ordinance to include Brooklyn 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.

Gerald L. Dean and Pamela K Dean, husband and wife, as owners of the property submitted a plat of Brooklyn Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on June 3, 2020.

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 second 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.

Two residential lots would be added to the City as a result of this annexation. This property is located west of St. Paul Road where it intersects with Dean Street east of and contiguous with Capital Mobile Home Park.

Alternatives

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

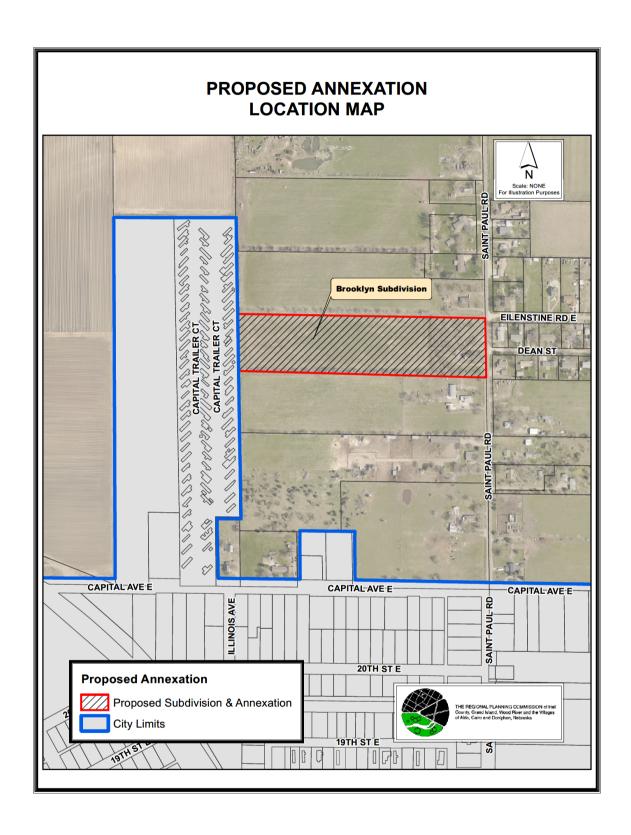
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

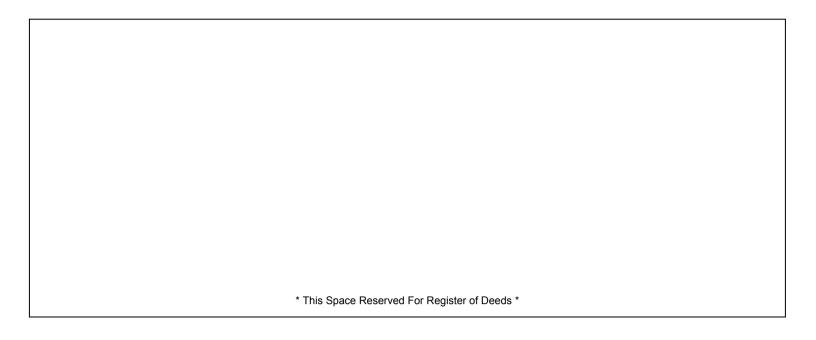
Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.





ORDINANCE NO. 9773

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 Brooklyn 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 Gerald L. Dean and Pamela K. Dean, husband and wife, as owner of the property submitted a plat of Brooklyn 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
July 10, 2020

City Attorney

ORDINANCE NO. 9773(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 June 9, 2020 the City Council of the City of Grand Island held a considered such annexation and approved such annexation on first reading and on June 23, 2020 approved such annexation on second reading and on July 14, 2020 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. 9773(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. 9773(Cont.)

Enacted: July 28, 2020.

	Roger G. Steele, Mayor
	10801 3. 500010, 1.14901
Attest:	
DaNas Edmanda Cita Clark	
RaNae Edwards, City Clerk	

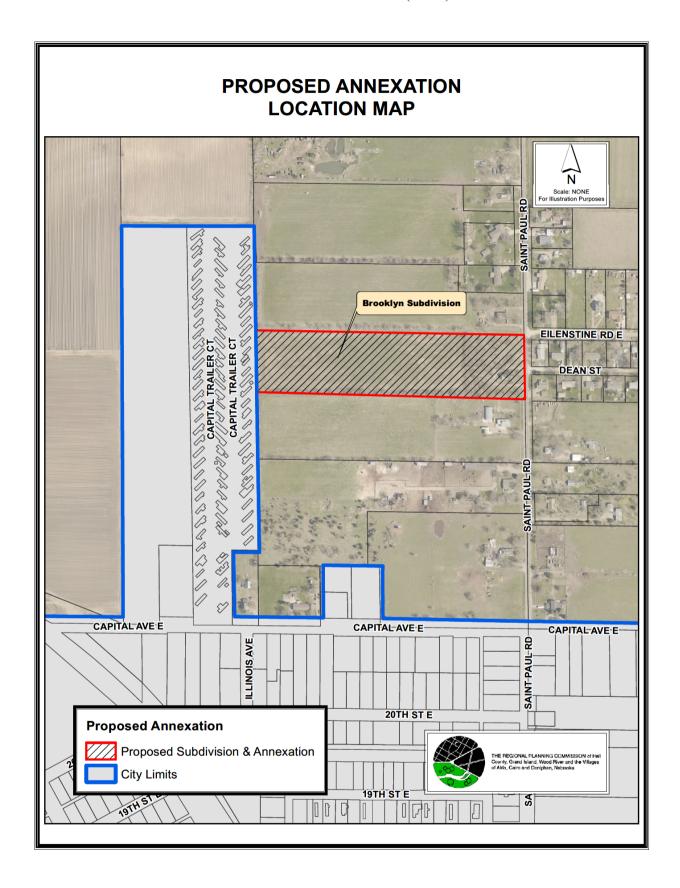
Exhibit A

LEGAL DESCRIPTION

A tract of land comprising the South Five (5.0) acres of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and the North Five (5.0) acres of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a point on the east line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), said point being One Thousand One Hundred Fifteen and Twenty Eight Hundredths (1,115.28) feet south of the northeast corner of said Northeast Ouarter of the Southeast Ouarter (NE1/4 SE1/4), said point also being the southeast corner of Pollock Subdivision; thence running southerly, along and upon the east line of said Northeast Ouarter of the Southeast Ouarter (NE1/4 SE1/4), and along and upon the east line of of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Eighty Nine Hundredths (329.89) feet; thence deflecting right 91°27'37" and running westerly, a distance of One Thousand Three Hundred Thirty Six and Sixteen Hundredths (1,336.16) feet to a point on the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4); thence deflecting right 88°44'43" and running northerly, along and upon the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), and along and upon the west line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Nine Hundredths (329.09) feet to the southwest corner of said Pollock Subdivision, thence deflecting right 91°13'19" and running easterly, along and upon the south line of said Pollock Subdivision, a distance of One Thousand Three Hundred Thirty Four and Ninety Six Hundredths (1,334.96) feet to the point of beginning. Along with all Additional dedicated rights-of-way.

Actual tract containing 10.099 acres, more or less.





City of Grand Island

Tuesday, July 14, 2020 Council Session

Item F-2

#9774 - Consideration of Creation of Drainage Improvement District No. 2020-1; Portions of Platte Valley Industrial Park 3rd, 4th, 6th, 8th, 9th & 10th Subdivisions

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

Council Agenda Memo

From: Keith Kurz PE, Public Works Engineer

Meeting: July 14, 2020

Subject: Consideration of Creation of Drainage Improvement

District No. 2020- 1; Portions of Platte Valley Industrial

Park 3rd, 4th, 6th, 8th, 9th & 10th Subdivisions

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

Background

Council action is needed to create a Drainage Improvement District. If the District is created, a notice will be mailed to all affected property owners and a 30-day protest period will begin. If the district passes the protest the Council has the decision to continue the district. The City will then bid, construct, and levy special assessments for the work. This process is being executed pursuant to Section 16-667 of the Nebraska Revised Statutes.

Public Works staff will present information on the proposed drainage system that would serve the subdivision.

Discussion

The District will be made up properties on both the east and west side of Gold Core Drive, south of Schimmer Drive, as shown on the attached exhibit. The project would consist of creating an outlet for the Platte Valley Industrial Park (PVIP) and connecting it to a ditch, which would be constructed in partnership with the Central Platte Natural Resources District (CPNRD), City of Grand Island, Hall County, and the Grand Island Area Economic Development Corporation (GIAEDC). Property owners have inquired about improving drainage in this area and a plan has been developed by the above partnership. The new ditch will improve drainage both up and down stream of the PVIP.

A draft Memorandum of Understanding (MOU) is currently being worked through involving the Central Platte Natural Resources District (CPNRD), City of Grand Island, Hall County, and the Grand Island Area Economic Development Corporation (GIAEDC). The MOU is contingent on the establishment of an assessment district. An agreement will be developed from the MOU detailing each entities responsibility and will be presented for City Council review and subsequent approval.

The assessment to the property owners within the district will be based on contributing area. Because all of the lots included in this district contribute to the drainage creating the problem, the assessment distribution will be based on each property owner's lot size relative to the whole district area. If owner "A" owns a one (1) acre parcel within a ten (10) acre district, owner "A" will pay 10% of the project cost as owner "A" sland creates 10% of the runoff.

Alternatives

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

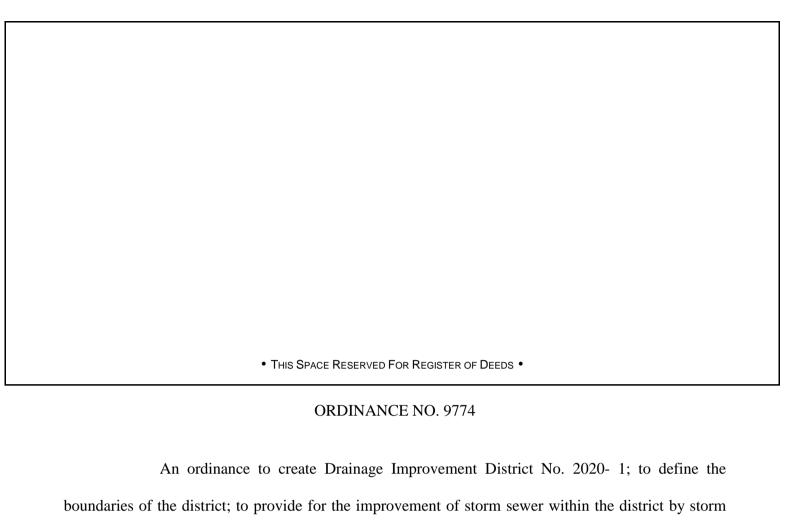
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the creation of Drainage Improvement District No. 2020-1; Portions of Platte Valley Industrial Park 3rd, 4th, 6th, 8th, 9th & 10th Subdivisions.

Sample Motion

Move to approve the ordinance.



An ordinance to create Drainage Improvement District No. 2020- 1; to define the boundaries of the district; to provide for the improvement of storm sewer within the district by storm drainage and other incidental work in connection therewith; to provide for the filing of this ordinance with the Hall County Register of Deeds; and to provide the publication and effective date of this ordinance.

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

SECTION 1. Drainage Improvement District No. 2020- 1 in the City of Grand Island, Nebraska, is hereby created.

SECTION 2. The properties included in such district shall be as follows:

Approved as to Form
July 9, 2020
City Attorney

ORDINANCE NO. 9774 (Cont.)

Parcel No.	Owner	Legal Description
400404753	PVIPW, LLC	Lot B, Platte Valley Industrial Park Third Sub Detention Cell
400295407	Store Capital Acquisitions, LLC	Lot 1, Platte Valley Industrial Park Fourth Sub
		Lot C, Platte Valley Industrial Park Third Sub to the City of Grand Island
400404664	City of Grand Island	Detention Cell
400404745	Royce & Janice Carville	Lot A, Platte Valley Industrial Park Eighth Sub Detention Cell
400402149	Randall J & Jean M Kathman	Lot 9, Platte Valley Industrial Park Third Sub
400404737	ASAP Real Estates, LLC	Lot 20, Platte Valley Industrial Park Third Sub
400397218	Judith Poland	Lot 1, Platte Valley Industrial Park Third Sub
400402076	Royce & Janice Carville	Lot 1, Platte Valley Industrial Park Eighth Sub
	Old Dominion Freight Line,	
400404710	Inc.	Lot 18, Platte Valley Industrial Park Third Sub
400402084	Royce & Janice Carville	Lot 2, Platte Valley Industrial Park Eighth Sub
	Old Dominion Freight Line,	
400404702	Inc.	Lot 1, Platte Valley Industrial Park Tenth Sub
400402092	TNS Holdings, LLC	Lot 4, Platte Valley Industrial Park Third Sub
400404699	Inland Truck Parts Co.	Lot 2, Platte Valley Industrial Park Tenth Sub
400402106	Zitzke, LLC	Lot 5, Platte Valley Industrial Park Third
400404680	GMD, LLC	Lot 1, Platte Valley Industrial Park Ninth Sub
400404685	GMD, LLC	Lot 2, Platte Valley Industrial Park Ninth Sub
400402114	Zitzke, LLC	Lot 6, Platte Valley Industrial Park Third Sub
400404672	J & L Land Company, LLC	Lot 14, Platte Valley Industrial Park Third Sub
400402122	Zitzke, LLC	Lot 1, Platte Valley Industrial Park Sixth Sub
400209187	Lyne Realty L.P.	Lot 13, Platte Valley Industrial Park Third Sub to the City of Grand Island
400402130	Joseph M & Lori J Brown	Lot 2, Platte Valley Industrial Park Sixth Sub
400402157	Mountain Tower & Land, LLC	Lot 10, Platte Valley Industrial Park Third Sub to the City of Grand Island
ROW	City of Grand Island	Platte Valley Industrial Park Third Sub

SECTION 3. The following storm sewer in the district shall be improved by installing drainage pipe underground and other incidental work in connection therewith.

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

SECTION 5. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds, Hall County, Nebraska.

ORDINANCE NO. 9774 (Cont.)

SECTION 6. This ordinance shall be in force and take effect form and after its passage

and publication, without the plat, as provided by law.

SECTION 7. After passage, approval and publication of this ordinance, without the

plat, notice of the creation of said district shall be published in the Grand Island Independent, a legal

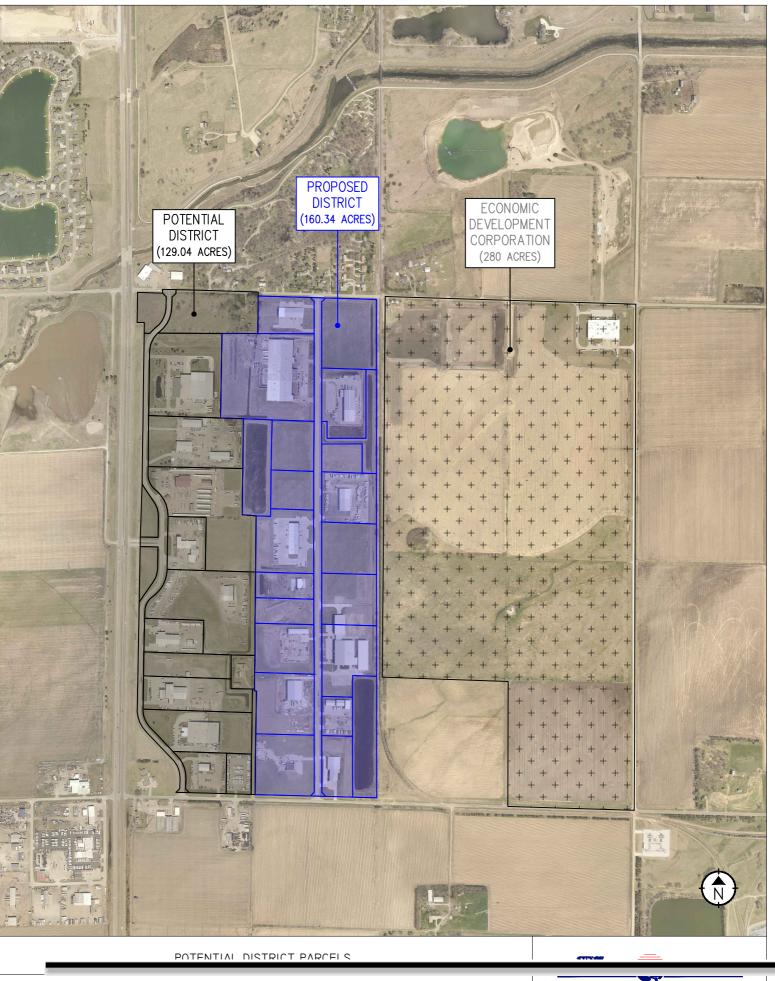
newspaper published and of general circulation in said City, as provided by law.

SECTION 8. This process is being executed pursuant to Section 16-667 of the

Nebraska Revised Statutes.

Enacted: July 14, 2020

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		





City of Grand Island

Tuesday, July 14, 2020 Council Session

Item F-3

#9775 - Consideration of Sale of Property Located at 3231 West Schimmer Drive (Parcel No. 400401746)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 14, 2020

Subject: Consideration of Sale of Property Located at 3231 West

Schimmer Drive (Parcel No. 400401746)

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

Background

On April 9, 2019, via Resolution No. 2019-127, City Council approved an agreement with Berkshire Hathaway Home Services Da-Ly Realty of Grand Island, Nebraska for real estate services at 3231 West Schimmer Drive (Parcel No. 400401746). With no City use for this parcel the sale of such will eliminate maintenance costs and liability for the City.

Two (2) offers were previously submitted on the subject property, with Council rejecting both via Ordinance No. 9765. One offer was submitted by Midwest Waste Trucks, LLC in the amount of \$136,000.00, which did not share their plan/intent for the subject parcel as requested by City Council at the April 28, 2020 meeting. The 2nd offer was from 3 Diamonds, Inc. in the amount of \$125,000.00, with rejection based on their condition of the sale be a sign variance to allow an outdoor advertising digital billboard, which isn't allowed per City Code Section 31-40 through 31-49.

On June 9, 2020 an offer from 3 Diamonds, Inc. was presented to City Council in the amount of \$75,000.00 with the condition of the sale being for a sign variance removed. Such offer was denied, as another interested party contacted City Administration to submit an offer on that same day.

Based on the history of offers continually submitted on the day of Council meetings Public Works staff worked with the Administration and Legal Departments to devise a plan for public release. Offerors were given until noon on July 6, 2020 to submit offers to the City retained realtor, Berkshire Hathaway Home Services- Da-Ly Realty, with offers received after that date not considered. Berkshire Hathaway did include the deadline and procedures in their MLS and other listings, as well as notices by the realty company and the City Clerk placed such information on the City web page. It was noted that purchase offers must include the terms of sale and offeror's plan for development and use of the property.

Offers were delivered to the Public Works Administrative Coordinator by 5:00 p.m., July 6, 2020. Council action on approval of purchase offer subject to remonstrance, and adoption of ordinance on July 14, 2020.

Discussion

Bosselman Energy, Inc. has submitted a proposal in the amount of \$135,000.00, with plans to install an unmanned card lock fueling station to service the Platte Valley Industrial Park, as well as the Grand Island Community, per the letter submitted with their offer. At this time City staff is recommending the acceptance of Bosselman Energy, Inc.'s proposal in the amount of \$135,000.00.

Alternatives

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

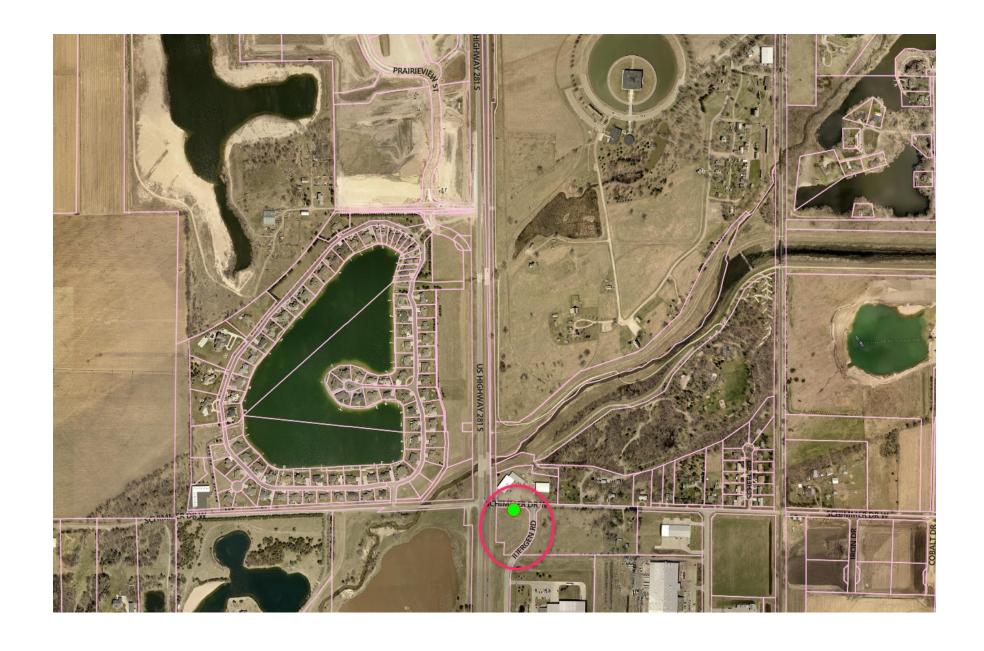
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the proposal from Bosselman Energy, Inc. in the amount of \$135,000.00.

Sample Motion

Move to approve.





BOSSELMAN ENERGY

BOSSELMAN TANK & TRAILERING

BOSSELMAN CARRIERS...

June 10, 2020

City of Grand Island 100 East First Street Grand Island, NE 68801

RE: Intended use of 3231 Shimmer Dr

To Whom it May Concern:

Bosselman Energy, Inc. is proposing to purchase the property located at 3231 Shimmer Dr, Grand Island, NE 68803 for the purpose of installing an unmanned cardlock fueling station to service the Platte Valley Industrial park as well as the Grand Island community.

It is our intention to have multiple pull through diesel lanes for over the road trucks, which will also include DEF. In addition, we will install a gas and diesel island for passenger vehicles all supplied from underground storage tanks. While we have included some preliminary layouts and designs, we will engage a professional engineer to layout the property to make sure the traffic flow is adequate as not to hinder neither Juergen Rd nor Shimmer Dr. If the purchase is approved, we would begin design right away with expected completion to be in the spring of 2021.

Bosselman Energy, Inc., along with its affiliated companies Bosselman Tank & Trailer, Inc. and Bosselman Carriers, LLC own and operate their businesses in the Platte Valley Industrial Park just to the south of this location as well as many other locations located throughout Nebraska and Kansas. This project will not only support the current businesses within the Platte Valley Industrial Park, but we feel it will help attract new businesses into the area by having a convenient fueling station.

Sincerely,

Fred A. Bosselman

Chief Executive Officer and Chairman

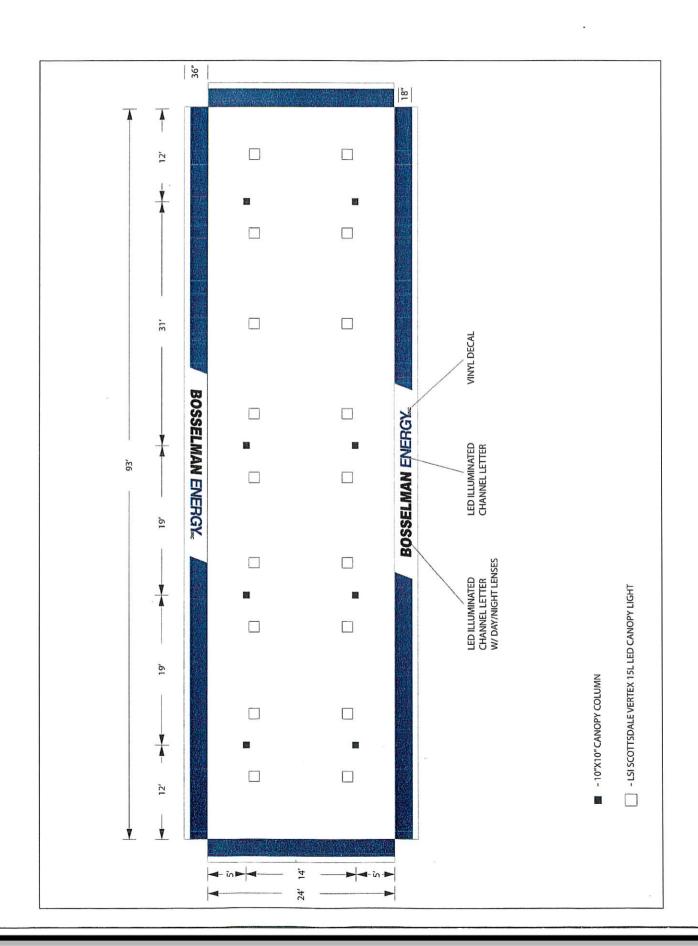
Ted a Borselmon

Bosselman Energy Companies

3123 W. Stolley Park Road, Suite B • PO Box 1567 • Grand Island, NE 68802-1567 308-381-6900 • 308-381-0972 fax • www.bosselmanenergy.com







Agency Disclosure Informa	ation for Buyers and Sellers
Company Berkshire Hathaway HomeServices Da-Ly Realty	Agent Name Tracy Babcock
	rmation outlining the types of real estate services being offered. e go to: http://www.nrec.ne.gov/consumer-info/index.html
	the boxes below, all parties initial if applicable):
 Limited Seller's Agent Works for the seller Shall not disclose any confidential information about the seller unless required by law May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property Must present all written offers to and from the seller in a timely manner Must exercise reasonable skill and care for the seller and promote the seller's interests A written agreement is required to create a seller's agency relationship 	Limited Buyer's Agent • Works for the buyer • Shall not disclose any confidential information about the buyer unless required by law • May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction • Must present all written offers to and from the buyer in a timely manner • Must exercise reasonable skill and care for the buyer and promote the buyer's interests A written agreement is not required to create a buyer's agency relationship
 Limited Dual Agent Works for both the buyer and seller May not disclose to seller that buyer is willing to pay more than the price offered May not disclose to buyer that seller is willing to accept less than the asking price May not disclose the motivating factors of any client Must exercise reasonable skill and care for both buyer and seller A written disclosure and consent to dual agency required for all parties to the transaction 	Customer Only (list of services provided to a customer, if any, on reverse side) • Agent does not work for you, agent works for another party or potential party to the transaction as: _Limited Buyer's Agent _Limited Seller's Agent _Common Law Agent (attach addendum) • Agent may disclose confidential information that you provide agent to his or her client • Agent must disclose otherwise undisclosed adverse material facts: - about a property to you as a buyer/customer - about buyer's ability to financially perform the transaction to you as a seller/customer • Agent may not make substantial misrepresentations
Common Law Agent for Buyer Selle	r (complete and attach Common Law Agency addendum)
THIS IS <u>NOT</u> A CONTRACT AND <u>DOES NOT</u> CREATE ANY FINA have received the information contained in this agency disc apportunity during or following the first substantial contact v icensee indicated on this form has provided me with a list of	losure and that it was given to me at the earliest practicable with me and, further, if applicable, as a customer, the
Acknowledgeme (Including Information	
Travis Hasselman, for Bosselman Energy, Inc. Travis Hasselman, for Bosselman Energy, Inc.	(Client or Customer Signature) (Date)
Print Client or Customer Name)	(Print Client or Customer Name)

Nebraska Real Estate Commission/Agency Disclosure Form Page 1 of 2

7/1/2017

Da-Ly Realty

DocuSign Envelope ID: AE5FB714-5A30-4635-8B65-FED62BDD6280
BERKSHIRE
THIS IS A DECADE I DIVERNO ASSESSMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. The REALTOR® negotiating this Agreement is a member of the Nebraska REALTORS® Association and as such is governed by its Code of Ethics and Rules and Regulations.



FARM, RANCH or LAND PURCHASE AGREEMENT

BHHS Da-Ly Realty	2514 S. Locust Stre NE 68801	et, Grand Island,	June 10, 2020
(Firm and address)	NE GOOGE		(date)
Agency Confirmation: The following	g agency relationship(s) are her	eby confirmed for this transac	ction.
Agent:Tracy Babcock			
	BHHS Da-Ly	Realty	(company)
(308) 390-5904		_	, 1
	usively Buyer exclusively [both the Buyer and Seller (1	Limited Dual Agent)
~	, , , , , , , , , , , , , , , , , , , ,		,
Agent:Tracy Babcock			
of		Realty	(company)
(308) 390-5904			
Is the agent of: X Seller exclu	usively Buyer exclusively [☐ both the Buyer and Seller (I	Limited Dual Agent)
The undersigned, as Buyer, agrees to	purchase the following property	on the following terms:	3
1. Address: 3231 West Schim	mer Drive, Grand Islam	nd, NE 68803	
2. Legal Description: PLAT	TE VALLEY INDUSTRIAL	PARK THIRD SUB TO TH	E CITY OF
Grand Island lot 2	THE VILLE OF THE PROPERTY.		0111 01
	with all water rights. \square Seller re		Calley recoming all viotes rights
a with an inner at rights, in	with all water rights. [1] belief to	serves an innieral rights, 🗀	sener reserves an water rights.
3. Personal Property. The purcha	ase price includes all fixtures	permanently attached to the	real estate including wind mills, well
pumps, fencing, etc. The personal pro-	perty to be included is as follow	vs:	
none			
****			_
4. Price and Financial Terms. Bu	yer agrees to pay \$ 135,000.	00, allocated \$	135,000.00 for land and
buildings and \$	for the personal	property, on the following	terms: an earnest money deposit of
\$ 5,000.00 to be appropriate t	plied to the purchase price is par	to ∇ ecrow agent or \square lis	eceipt herein. If paid by check, it will be sting broker. Balance to be paid per the
following paragraph(s):		to. en escrow agent of [] his	sing oroxer. Datanee to be paid per the
M A Cook of Closing No Finance	ning Doing Dogwinds Dalance	of 0130 000 00	_ shall be paid in cash, or by certified
or cashier's check at time of closing.	Buyer to provide Seller a lette	r from a government regulate	_ shall be paid in cash, or by certified ed depository showing evidence of said
			e earnest money forfeited to the Seller.
☐ B. Contingent Upon Loan: Bala	nce of \$	shall be paid in cash, or	by certified or cashier's check at time of
closing, contingent upon Buyer's abi	lity to obtain a loan, to be secu	ared by deed of trust, on abo	we described Property in the amount of
\$ with term	ns providing for an initial inte	rest rate not to exceed0.	% per annum if required, with a
			7 calendar days of acceptance of this for taxes and insurance if required by
			f the original loan application is denied,
			te licensees involved in the transaction.
		ent shall be void and the ea	rnest money will be refunded to Buyer
Page 1 of 6		Seller	:/Buyer: TUH/
© 2018 Nebraska REALTORS® Associa		Date:	Date: 06/10/2020
CENTURY 21 Da-Ly Realty South, 2514 S L Phone: 308-384-1101 Fax: 308-38			City of Grand

(subject to paragraph 24) unless Seller and Buyer mutually agree in writing within five (5) calendar days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original Lender. Seller shall have the right to cancel this after calendar days from the acceptance of this Agreement, unless they have received either a non-contingent loan commitment or a loan commitment with all contingencies satisfied. In the event of Seller's cancellation, the earnest money (subject to paragraph 24) shall be returned to the Buyer.					
5. Other Provisions. Buyer understands there will be a 30 day remonstrance period after the					
acceptance of any offer. Earnest deposit will be delivered to the office of Berkshire					
Hathaway Home Services Da-Ly Realty upon acceptance of the agreement					
6. Title. Seller agrees to convey marketable title to Buyer by warranty deed or					
Buyer selects Grand Island Abstract as the title insurance company Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect, not to exceed 30 calendar days from the date of the title commitment. If the title defects are not cured within such time frame, the Buyer may declare this Agreement null and void, and be entitled to full return of the earnest money (subject to paragraph 24). Seller agrees to pay any assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority not yet assessed. The documentary stamp tax shall be paid by the Seller.					
7. Tenancy. \square If checked, the property is sold subject to the rights of the existing tenant. Notice of termination of lease was given to the tenant on Note: Written notice to terminate a lease (even an oral one) must be given before September 1 to terminate lease March 1 the following year. Rent shall be paid to \square Seller \square Buyer or \square prorated to date of closing.					
8. Lead-Based Paint Disclosure. If checked, the house upon the property was built prior to 1978. Attached hereto is a statement disclosure and acknowledgement regarding lead based paint which is incorporated herein by this reference.					
9. Seller Property Condition Disclosure. □ This property is not used primarily for residential purposes. [or] □ Buyer acknowledges receipt of the Seller Property Condition Disclosure Statement dated					
10. Condition of Property. This Agreement is based upon Buyer's personal inspection or investigation of Property and not upon any representation or warranties of condition by Seller or any Agent involved in this transaction. Buyer acknowledges he has been advised to make independent investigation. Buyer agrees to accept Property in its present condition AS IS, except as provided in this Agreement.					
11. Inspections. (check one)					
☑ Buyer Waives All Inspections: Buyer accepts the property "AS IS". However, Buyer does not waive, release or relinquish any right or claim Buyer may have by reason of any misrepresentation or fraudulent concealment by Seller.					
OR					
Contingent Upon Inspection: This agreement is contingent upon Buyer's satisfaction of the property after the opportunity for inspections. Buyer, or any designee, at Buyer's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before					
Page 2 of 6 © 2018 Nebraska REALTORS® Association Produced with zipFom® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 Produced with zipFom® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 Produced with zipFom® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 Produced with zipFom® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 Produced with zipFom® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026					

Inspections may include, but are not limited to, the following: Well & Septic, Survey, Environmental Conditions, Crop Base and Farm Program participation.

By acceptance of this agreement Seller gives Buyer permission to review records of all farm programs of which this property participated and gives consent to the appropriate agency to release such information to the Buyer.

- 12. Access to Property. Seller shall provide reasonable access to Buyer, Buyer's inspectors or agents to timely fulfill this Agreement and to representatives of Buyer's lender to accommodate financing.
- 13. Crop Base. If this transaction divides an existing USDA farm, Seller and Buyer shall take all action required to have the USDA crop base fairly and equitably assigned and allocated to the Real Estate through the FSA office.
- 14. Agricultural Program Payments.

 If checked, the Seller receives Agricultural Program Payments related to this property. Seller shall receive all USDA, NRCS, or other agricultural program payments arising out of or related to the ______crop and crop year and all prior years. Buyer shall receive all such payments in subsequent years.
- 15. Compliance with Law. Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors and carbon monoxide detectors.
- 16. Maintenance/Repairs/Replacements Cost to Seller. Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to: fixtures, fences, wells and pumps, the buildings, heating, air conditioning, water heater, sewer, plumbing, electrical system, underground sprinkler system, personal property, lawn care and snow removal.
- 17. Final Walk Through. Buyer shall have the right to make a final inspection of the property prior to closing to assure that all conditions of this Agreement have been met.
- 18. Responsibility of Insurance and Risk of Loss. Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than purchase price until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of Seller. If prior to closing the structure on the Property is materially damaged, Seller shall immediately notify the Buyer in writing of the damage. Buyer, at Buyer's choice, may: 1) Rescind this Agreement OR 2) Take the property subject to the damage with the Seller paying to the Buyer the insurance proceeds and deductible for the restoration of the property or at a price discounted by the cost of restoration of the premises.
- 19. Real Estate Taxes and Prorations. Seller shall pay all taxes for the years prior to the year of closing. Taxes for the year of closing shall be \square paid by the party who receives the rents/harvest [or] \square prorated to date of closing. Prepaid utilities, propane or heating fuel, if any, shall be prorated to the date of closing. Taxes shall be prorated based upon the county assessor's valuation at the date of closing and the most recently certified mill levy.
- 20. Closing and Possession. The closing of the sale shall be on the 10th day of August 2020. Possession of Property shall given upon closing. This Agreement shall in no manner be construed to convey the Property or to give any right of possession.
- 21. Escrow Closing. Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, any broker holding the earnest money or other trust funds is authorized to transfer such items to the escrow agent. All documents and other items received by any broker in connection with the sale shall also be transferred to the escrow agent. After the transfer, a broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds, deliver or record any documents until it has received sufficient certified funds or equivalent and all terms of this Agreement have been satisfied. Escrow closing charges shall be equally divided between Buyer and Seller.
- 22. Compensation. In addition to any compensation offered by Seller's limited agent to Buyer's limited agent for cooperation, Buyer agrees to pay Buyer's agent compensation of \$ ______ at closing. If this compensation is paid by Buyer to buyer's agent, Seller and Buyer agree that buyer's agent, which may be the same as the Seller's agent, may collect compensation from both Seller and Buyer.
- 23. Counterparts, E-Mail, and Fax Transmission. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or their agent.

constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a	signed copy to the other	
Page 3 of 6	Seller: /	Buyer: TH /
© 2018 Nebraska REALTORS® Association	Date:	Date: 06/10/2020
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24. Default, Rescission, Failure of Contingency or Termination. If Buyer defaults on the performance of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this Agreement is void by failure of contingency or is rescinded or terminated by either party without fault as allowed hereby, each party shall bear their costs and the earnest money shall be refunded to the Buyer.

26.	Add	lenda	a. The attached addenda shall be made a part of the Purchase Agreer	nent. (List Adden	ida)		
·				(Seller_	/	Buyer	
the	time	zone	of the office of the Seller's agent) and be automatically null and votelivered to the Buyer's limited agent or their Broker's office or the	oid unless prior to	oon the time	_ o'clock of expiration, S	(hour in eller's written
28.	Med	liatio	on and Arbitration. 🗀 [If checked]				
	(a)	rela this	putes. The term "Dispute" shall include, without limitation, any citing to or arising out of the brokerage relationship or the construction. Agreement or any actions of the parties or their agents in the sale inisrepresentation and claims under §21-2120 (Seller Property Conditional	on, interpretation, and purchase of t	enforcer he descri	nent, or breach of bed property inc	of the terms of cluding claims
	(b)						
	(c)	Arbi Arbi arbir writt arbir days Not dem mad to co opposhal	oitration. Any Dispute that is not resolved by informal settlement tration. Such arbitration shall be held in Nebraska. Such arbitrat ociation or such other arbitration provider agreed to by the particitration Association's Commercial Rules-Real Estate Industry Arbiter(s) shall apply Nebraska substantive and procedural law to the articen demand made by any one or more of the parties to the Dispute tration must be in writing and must be given by personal delivery after the party making the demand knew, or exercising reasonable withstanding the previous sentence, in the case that the parties unstand for arbitration shall be made within 60 days of the final media de after the statute of limitations on a civil suit based on the Dispute osts and fees of the arbitration and, in the discretion of the arbitrationent's case, the arbiter may award attorney's fees to the prevailing libe that party for whom the result most closely, in the arbiter's operatorized.	ion may be admities. It shall be of itration Rules (In bitration proceed given to all other or certified may or certified may of certified attention session. However, who shall take grarty. In determine	inistered conducted conduc	by the America d according to a a Mediation Alternation shall be control of the Dispute. The receipt requested have known, control to resolve ation to resolve and case shall support the relative evailing party, property, property, pro-	an Arbitration the American ernative). The ommenced by the demand for d, within 360 of the Dispute, a Dispute, the ch demand be tall be entitled a merits of the revailing party
	(d)	atta	visional Remedies. The filing of a judicial action to enable the chment, receivership, injunction, or other like provisional remedies er this provision, nor shall it constitute a breach of the duty to arbitr	, shall not constit			
	(e)	Exc	clusions. The terms of paragraph 28 shall not apply to:				
		(1)	The filing or enforcement of a construction or similar lien including	ng a commercial	broker's	lien.	
		(2)	Any complaint of violation of the Code of Ethics of the National	Association of RE	EALTOR	S®;	
		(3)	Foreclosure or other action or proceeding to enforce a deed of trus	st, mortgage or la	nd contra	ict; or	
		(4)	An action filed and held in "Small Claims Court" as defined in I any attempt to transfer a matter filed in small claims court to coun	ty court shall be	subject to	paragraph 28.	-DS
	e 4 of		de DEALTOPS® Association	Seller	:	Buyer:	TUH,

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- (f) Waiver. BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.
- 29. Entire Agreement. This document contains the entire Agreement of the parties and supersedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This Agreement may be modified only in writing, signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed. "Buyer" shall be one or more. "Seller" shall be one or more. Whenever required by context, singular shall include the plural, the plural the singular, and one gender shall include all genders. Time is of the essence in this Agreement.
- 30. Authority to Sign. The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. Seller represents all parties required to transfer title to the Property are parties to this contract.

Buyer reserves the right to withdraw this Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Seller's Limited Agent or Broker of the Seller's Limited Agent or the Seller before the delivery of Seller's written acceptance.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE				
DocuSigned by:	ENFORCE	D BY THE PARTIES		
BUYER Travis Hasselman, for Bosselman Energy, Inc. Bosselman and Inc.				DATE <u>06/10/2020</u>
BUYER				
ADDRESS PO Box 1567		ZIP <u>68802</u>	PHONE <u>(3</u>	08) 398-6333
NAMES FOR DEED:		Bosselman Energy,	Inc	
Check one:	☐ Tenants in common	☐ Other	L.	
Check one:	☐ Single Person	Other		
	RECEIPT FO	OR EARNEST MONEY		
RECEIVED FROM: Bosselman Energy, Inc the sum of \$5,000.00 It where the sum of \$5,000.00 It was check c				
BHHS Da-Ly Rea	alty RI	EALTORS® By: Tracy Ba		
			bcock	
	Complete ont	v one of A, B or C below:		
A: Acceptance of All Terms: Seller	accepts all of the terms of	the above Agreement and ag	rees to perform all	of its terms.
IF PARAGRAPH 28 IS CHECK	ED, THIS CONTRACT	CONTAINS AN ARBITRA	ATION PROVISI	ON WHICH MAY BE
	ENFORCE	D BY THE PARTIES		
Seller City of Grand Island				_ Date
Seller				Date
D # 66			a. u	Buyer: TUt,
Page 5 of 6 © 2018 Nebraska REALTORS® Associat	tion		Seller:// Date:	Date: 06/10/2020
			resembled to	

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City of Grand

all of the terms and conditions of the Purc	hase Agreement are ac	cepted and shall rema	ain the same with the ex	_ for the sale of the Propert
	maso rigiocinent aro ac	•		soption of the following,
				The same said

	4			44-
	***************************************		and a second of the second of	
	, , , , , , , , , , , , , , , , , , ,			
				44-0
This Counter Offer shall expireof the Seller's agent) and be automatically	null and wold unless	(date), at	_ o'clock (hour	in the time zone of the off
or the Seller's agent) and be automatically the Seller's Limited Agent or their Broker		prior to the time of e	expiration, Buyer's write	en acceptance is delivered
		1 1 1 (1-1- Ct-	- Office - le 11 le	
If this Counter Offer is accepted, the Purch	nase Agreement as am	ended by this Counter	r Offer shall become a c	contract between the parties
Seller reserves the right to withdraw thi				
withdrawal is made to the Buyer's Agent	or Broker of the Buyer	's Agent or Buyer be	fore the delivery of Buy	er's written acceptance.
Seller	Date	Seller		Date
			(data) at	90000EFB F90
			_ (<i>date</i>), at	90000EFB F90
□ accept □ reject this Counter Offer			. <i>(date</i>), at	o'clock
□ accept □ reject this Counter Offer			(date), at	9009 FFB F9V
□ accept □ reject this Counter Offer	Date		_ (<i>date</i>), at	o'clock
□ accept □ reject this Counter Offer Buyer C. Rejection: The foregoing offer is reject	Date	Buyer	. (date), at	o'clock
□ accept □ reject this Counter Offer	Date		_ (<i>date</i>), at	o'clock
□ accept □ reject this Counter Offer Buyer C. Rejection: The foregoing offer is rejected.	Date cted	Buyer Seller		o'clock
□ accept □ reject this Counter Offer Buyer C. Rejection: The foregoing offer is rejected.	Date	Buyer Seller		o'clock
□ accept □ reject this Counter Offer Buyer C. Rejection: The foregoing offer is reject Seller RECEIP	Date cted Date TS FOR FULLY EX	Buyer Seller ECUTED PURCHA		o'clock
□ accept □ reject this Counter Offer	Date cted Date TS FOR FULLY EX	Buyer Seller ECUTED PURCHA		o'clock
□ accept □ reject this Counter Offer Buyer C. Rejection: The foregoing offer is reject Seller RECEIP Buyer acknowledges receipt of executed company and the second of the s	Date cted Date TS FOR FULLY EX	Buyer Seller ECUTED PURCHA		o'clock
□ accept □ reject this Counter Offer	Date Date TS FOR FULLY EX copy of this Agreement	Buyer Seller ECUTED PURCHA		o'clock Date
□ accept □ reject this Counter Offer Buyer C. Rejection: The foregoing offer is rejected.	Date Date TS FOR FULLY EX copy of this Agreement	Buyer Seller ECUTED PURCHA (Buyer)		o'clock Date
□ accept □ reject this Counter Offer	Date Date TS FOR FULLY EX copy of this Agreement	Buyer Seller ECUTED PURCHA (Buyer)		o'clock Date
□ accept □ reject this Counter Offer	Date Date TS FOR FULLY EX copy of this Agreement Date Opy of this Agreement	Buyer Seller ECUTED PURCHA (Buyer)		Date Date
Buyer C. Rejection: The foregoing offer is rejected. Seller RECEIP Buyer acknowledges receipt of executed company and the seller acknowledges receipt of executed company. Inc. Seller acknowledges receipt of executed company.	Date Date TS FOR FULLY EX copy of this Agreement	Buyer Seller ECUTED PURCHA (Buyer)		o'clock Date
Buyer C. Rejection: The foregoing offer is rejected. Seller RECEIP Buyer acknowledges receipt of executed company and the seller acknowledges receipt of executed company. Inc. Seller acknowledges receipt of executed company.	Date Date TS FOR FULLY EX copy of this Agreement Date Opy of this Agreement	Buyer Seller ECUTED PURCHA (Buyer)		Date Date
□ accept □ reject this Counter Offer Buyer C. Rejection: The foregoing offer is reject Seller RECEIP Buyer acknowledges receipt of executed co (Buyer) Bosselman Energy, Inc	Date Date TS FOR FULLY EX copy of this Agreement Date Opy of this Agreement	Buyer Seller ECUTED PURCHA (Buyer)		Date Date
Buyer C. Rejection: The foregoing offer is rejected. Seller RECEIP Buyer acknowledges receipt of executed company and the seller acknowledges receipt of executed company. Inc. Seller acknowledges receipt of executed company.	Date Date TS FOR FULLY EX copy of this Agreement Date Opy of this Agreement	Buyer Seller ECUTED PURCHA (Buyer)		Date Date Date

ORDINANCE NO. 9775

An ordinance directing and authorizing the sale of Parcel No. 400401746, addressed as 3231 West Schimmer Drive, City of Grand Island, Hall County, Nebraska to Bosselman Energy, Inc.; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

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

SECTION 1. The conveyance by warranty deed to Bosselman Energy, Inc., ("Buyer"), of the City's interests in and to Parcel No. 400401746, address as 3231 West Schimemr Drive, Grand Island, Hall County, Nebraska is hereby approved and authorized.

SECTION 2. Consideration for such conveyance shall be One Hundred Thirty Five Thousand Dollars and 00/100 (\$135,000.00) and other valuable considerations.

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

SECTION 4. Authority if hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council

Approved as to Form

July 10, 2020

City Attorney

ORDINANCE NO. 9775 (Cont.)

within thirty (30) days of passage and publication of such ordinance, said property shall not then,

nor within one (1) year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed

and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make,

execute and deliver to Buyer, a warranty deed for said real estate, and the execution of such deed

is hereby authorized without further action on behalf of the City Council.

SECTION 6. This ordinance shall be in force and take effect from and after its

passage and publication, within fifteen (15) days in one issue of the Grand Island Independent as

provided by law.

RaNae Edwards, City Clerk

	Enacted: July 14, 2020.	
		Roger G. Steele, Mayor
Attest:		Roger G. Steele, Mayor
Attest.		

- 2 -



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item F-4

#9776 - Consideration of Vacation of Public Utility Easement in Kings Crossing Subdivision; 228 Lake Street (Grand Island Hotel, LLC)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 14, 2020

Subject: Consideration of Vacation of Public Utility Easement in

Kings Crossing Subdivision; 228 Lake Street (Grand

Island Hotel, LLC)

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

Background

A public utility easement within Kings Crossing Subdivision was dedicated with the original plat, filed with Hall County Register of Deeds on October 25, 2018 as Document No. 201807069.

Discussion

The current property owner of 228 Lake Street is requesting to vacate such dedicated easement to allow for further development of the area. There is no utility currently or proposed within this easement that will be affected by the vacation. The attached sketch details the referenced easement to be vacated.

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 an ordinance vacating the public utility easement in Kings Crossing Subdivision; 228 Lake Street (Grand Island Hotel, LLC).

Sample Motion

Sample Motion	
Move to pass an ordinance vacating the easement.	

ORDINANCE NO. 9776

An ordinance to vacate an existing public utility easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That existing public utility easement located in Kings Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, KINGS CROSSING SUBDIVISION, ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°47'28"E ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 20.00 FEET; THENCE S00°12'32"E A DISTANCE OF 163.54 FEET; THENCE S89°47'28"W A DISTANCE OF 20.00 FEET TO POINT ON THE EAST LINE OF SAID LOT 3; THENCE N00°12'32"W ALONG SAID EAST LINE A DISTANCE OF 163.54 FEET TO THE POINT OF BEGINNING, SAID PORTION OF VACATED UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 3270.76 SQURE FEET OR 0.075 ACRES MORE OR LESS.

is hereby vacated. Such easement to be vacated is shown and more particularly described on Easement Vacate Exhibit 1 attached hereto.

ORDINANCE NO. 9776 (Cont.)

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall

revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office

of the Register of Deeds of Hall County, Nebraska.

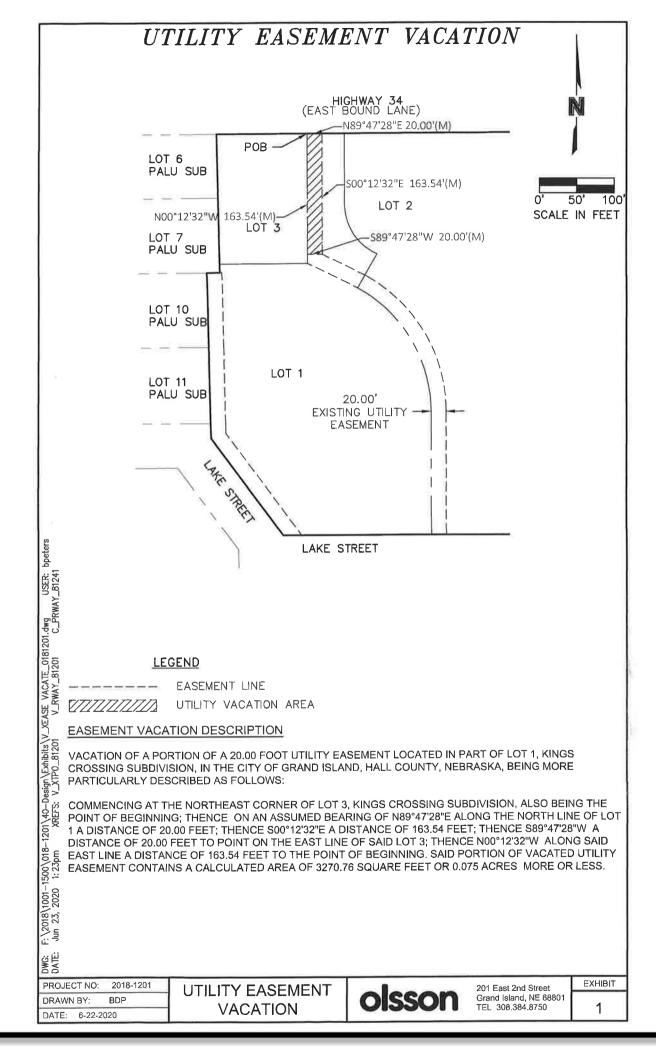
SECTION 4. This ordinance shall be in force and take effect from and after its

passage and publication, within fifteen days in one issue of the Grand Island Independent as

provided by law.

RaNae Edwards, City Clerk

	Enacted: July 14, 2020	
		Roger G. Steele, Mayor
Attest:		





City of Grand Island

Tuesday, July 14, 2020 Council Session

Item G-1

Approving Minutes of June 23, 2020 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING June 23, 2020

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted by Zoom in the Council Chambers of City Hall, 100 East First Street, on June 23, 2020. Notice of the meeting was given in *The Grand Island Independent* on June 17, 2020.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present by Zoom: Mike Paulick, Justin Scott, Mark Stelk, Vaughn Minton, Clay Schutz, Mitch Nickerson, and Chuck Haase. Councilmembers Julie Hehnke, Jason Conley, and Jeremy Jones were absent. The following City Officials were present also by Zoom: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof, and Public Works Director John Collins.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement – 3974 Westgate Road – Construction Rental, Inc. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3974 Westgate Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Construction Rental, Inc., had requested a new electrical service for their new commercial building located at 3974 Westgate Road. A three-phase transformer, a high voltage sectionalizer terminal, and approximately 350 linear feet of 4" and 6" PVC conduit, and 150 linear feet of 1/0 copper cable would be installed to accommodate the new electrical service. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Westside Bowling, LLC- 112 Kaufman Avenue). Public Works Director John Collins reported that right-of-way was needed to accommodate intersection improvements for the Old Potash Highway Roadway Improvements; Project No. 2019-P-1. The property owner had signed the necessary document to grant the property. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility, Drainage and Access Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Westside Bowling, LLC- 112 Kaufman Avenue). Public Works Director John Collins reported that public utility, drainage, and an access easement were needed to accommodate the roadway improvements along Old Potash Highway. The property owner had signed the necessary documents to grant the property. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Eickhoff- 4030 W Capital Avenue). Public Works Director John Collins reported that Public right-of-way was needed to accommodate

intersection improvements for the North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5. The property owner had signed the necessary document to grant the property. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9773 – Consideration of Annexing Property being Platted as Brooklyn Subdivision an Addition to the City of Grand Island (Second Reading)

Regional Planning Director Chad Nabity reported that Gerald and Pamela Dean, owners of the property, submitted a plat of Brooklyn Subdivision an Addition to the City of Grand Island. Two residential lots would be added to the City as a result of this annexation. This property was located west of St. Paul Road where it intersects with Dean Street and east of and contiguous with Capital Mobile Home Park. This was the second of three readings. Staff recommended approval.

Motion by Minton, second by Nickerson to approve Ordinance #9733 on second reading only. Upon roll call vote, all voted aye. Motion adopted.

#9774 - Consideration of Creation of Drainage Improvement District No. 2020- 1; Portions of Platte Valley Industrial Park 3rd, 4th, 6th, 8th, 9th & 10th Subdivisions

Public Works Director John Collins reported that the District would be made up of properties on both the east and west side of Gold Core Drive, south of Schimmer Drive. The project would consist of creating an outlet for the Platte Valley Industrial Park (PVIP) and connecting it to a ditch, which would be constructed in partnership with the Central Platte Natural Resources District (CPNRD), City of Grand Island, Hall County, and the Grand Island Area Economic Development Corporation (GIAEDC). Property owners had inquired about improving drainage in this area and a plan had been developed by the above partnership. The new ditch would improve drainage both up and down stream of the PVIP.

Motion by Minton, second by Stelk to approve Ordinance #9774 on first reading only.

City Clerk: Ordinance #9774 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.

<u>CONSENT AGENDA:</u> Motion by Stelk, second by Minton to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 9, 2020 City Council Regular Meeting.

Approving Minutes of June 16, 2020 City Council Study Session.

Approving Re-Appointments of Sara White, Jaime Parr, and Tanya Hansen to the Library Board.

- #2020-140 Approving Acquisition of Utility Easement 3974 Westgate Road Construction Rental, Inc.
- #2020-141 Approving Change Order #1 for Water Main Project 2020-W-1 Lincoln & Delta with Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$565.84 and a Revised Contract Amount of \$120,023.43.
- #2020-142 Approving Coal Combustion Residual (CCR) Groundwater Services Task 14 with HDR Engineering, Inc. of Omaha, Nebraska in an Amount not to exceed \$25,900.00.
- #2020-143 Approving Certificate of Final Completion for Lift Station No. 11 Relocation- 2018; Project No. 2018-S-1 with Midlands Contracting, Inc. of Kearney, Nebraska.
- #2020-144 Approving Certificate of Final Completion for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1 with Municipal Pipe Tool Co., Inc. of Hudson, Iowa.
- #2020-145 Approving Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Westside Bowling, LLC- 112 Kaufman Avenue).
- #2020-146 Approving Temporary Construction Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Westside Bowling, LLC- 112 Kaufman Avenue).
- #2020-147 Approving Acquisition of Public Utility, Drainage and Access Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Westside Bowling, LLC- 112 Kaufman Avenue).
- #2020-148 Approving Agreement with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2021 Fiscal Year Transportation Planning Program.
- #2020-149 Approving Certificate of Final Completion for Chip Seal Project No. 2020-CS-1 with Topkote, Inc. of Yankton, South Dakota.
- #2020-150 Approving Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Eickhoff- 4030 W Capital Avenue).
- #2020-151 Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Eickhoff- 4030 W Capital Avenue).
- #2020-152 Approving Additional Time Clock Purchases from Tyler Technologies in an Amount of \$45,067.00 and a Revised Agreement Amount of \$188,343.00.
- #2020-153 Approving Coronavirus Emergency Supplemental Funding Program Grant with the Bureau of Justice Assistance.

PAYMENT OF CLAIMS:

Motion by Minton, second by Paulick to approve the payment of claims for the period of June 10, 2020 through June 23, 2020 for a total amount of \$ \$6,117,881.38. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:14 p.m.

RaNae Edwards City Clerk



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item G-2

#2020-154 - Approving Memorandum of Understanding with the Grand Island Public Schools for School Resource Officers (SRO's)

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: July 14, 2020

Subject: Memorandum of Understanding School Resource Officer

(SRO)

Presenter(s): Robert Falldorf, Police Chief

Background

The police department has assigned School Resource Officers (SRO's) in the Grand Island Public Schools (GIPS) for many years through an Interlocal agreement, now referred to as a Memorandum of Understanding (MOU). The most recent agreement and subsequent extension has been in place for 19 years and is set to expire. Currently, there are five officers assigned to Grand Island Public Schools.

Discussion

The proposed MOU is for a four-year period, with an option to extend for up to an additional four years with governing body approval. The MOU shall be effective as of the date of execution by both parties. There is an option for either party to cancel the SRO program with written notice by July 1st each year. In addition, the City may, at its sole discretion, reduce the number of assigned officers.

The financial terms remain the same, a 50-50 split of wages and benefits. This MOU spells out that associated overtime costs, investigative, training, and other department assigned duties are paid 100% by the City. However, requests for an SRO at evening or weekend events that result in overtime are 100% paid by GIPS.

In addition to SRO duties, these officers are assigned patrol duties in the summer, and one SRO each day is assigned to the Child Abuse Unit, year round.

Alternatives

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

1. Move to approve

- 2. Terminate the MOU
- 3. Postpone the issue to future date

Recommendation

City Administration recommends that the Council approve the proposed four-year MOU with the Grand Island Public Schools.

Sample Motion

Move to approve the four year cooperative MOU with Hall County School District No. 2, Grand Island Public Schools.

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE CITY OF GRAND ISLAND AND GRAND ISLAND PUBLIC SCHOOLS FOR SCHOOL RESOURCE OFFICERS

This Memorandum of Understanding ("MOU") as required by *Neb.Rev.Stat.* §§ 79-2702 through 79-2704, is by and between the City of Grand Island, Nebraska, a Municipal Corporation ("City"), and Hall County School District 2, a/k/a Grand Island Public Schools, a Political Subdivision ("School District") (collectively referred to as "the Parties").

WHEREAS, the School District wants to continue its relationship with the City's Police Department under which the Police Department provides School Resource Officers ("SROs") for the School District's SRO Program;

WHEREAS, the purpose of this MOU is to formalize the terms between the City and the School District which will govern the SRO Program;

WHEREAS, the School District and the City share the goal of promoting school safety and a positive school climate;

WHEREAS, all parties acknowledge that crime prevention is most effective when the School District, the City, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, the School District and the City agree it is important to create a school environment in which conflicts are de-escalated and students are provided developmentally appropriate and fair consequences for misbehavior that address the root causes of their misbehavior, while minimizing the loss of instruction time;

WHEREAS, the School District staff should generally not involve the SROs in enforcement of the School District's discipline policies;

WHEREAS, the School District and the City recognize that student contact with SROs and the School District staff builds positive relationships leading to better student outcomes; and

WHEREAS, the School District and the City agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored to ensure fair and equitable treatment for all School District students.

NOW THEREFORE, the Parties hereby agree as follows:

1. Definitions

- In the MOU, the term "home based building administrator" shall mean the building principal, assistant principal or designee in the school where the SRO is assigned;
- b. Department means the State Department of Education (Neb.Rev. Stat. § 79-2702(1));
- c. School resource officer (SRO) means any peace officer who is assigned, as his or her primary duty, to any school district to provide law enforcement and security services to any public elementary or secondary school and does not mean a peace officer

Page 1 of 6

- responding to a call for service, providing proactive enforcement, providing law enforcement or traffic direction for a school-related event, or providing temporary services as a school resource officer when the assigned school resource officer is not available (*Neb.Rev.Stat.* § 79-2702(4));
- Security agency means a contractor that employs security guards used by a school district (Neb.Rev.Stat. § 79-2702(5)); and
- e. Security guard means a person who is contracted or employed by a security agency to protect buildings and people and who does not have law enforcement authority or the power to arrest under any apparent authority in the jurisdiction where such person is contracted or employed as a security guard. A security guard may be an off-duty peace officer (Neb.Rev.Stat. § 79-2702(6)).
- Provision of SROs. The City's Police Department will provide to the School District up to five (5)
 School Resource Officers (SROs) and the School District will reimburse the City for fifty percent
 (50%) of the direct and indirect personnel costs, including benefits, associated with the SROs.
- 3. Roles and Responsibilities regarding Student Discipline. The roles and responsibilities regarding Student Discipline are as follows:
 - a. Disciplining students is the responsibility and authority of the School District, school administrators and parents. Security is the responsibility of SROs. The School District and the SROs shall use best efforts to follow the principles in this MOU regarding the division between school discipline and security.
 - b. SROs can provide assistance when: (i) authorized by law under *Neb.Rev.Stat.* §§ 79-262 and 79-293 or other law; (ii) there is a threat to the safety of students, teachers, or public safety personnel; (iii) to assist with victims of crime, missing persons, and persons in mental health crisis; (iv) in an attempt to prevent criminal activity from occurring; or (v) it is required as part of emergency management response.
 - c. SROs should not act as a school disciplinarian. The School District staff should not involve SROs in disputes that are related to issues of school discipline; however, SROs should serve as a complement to school staff, provide education or act in the role of a mentor, counselor, or trusted adult as herein provided.
 - d. SROs should not interview students or collect evidence for solely School District disciplinary purposes.
 - e. SROs shall inform the School district of its policies that address when a parent or guardian will be notified or be present, if a student is subjected to questioning or interrogation by an SRO or other employee of the City. SROs shall inform the School District of its policy that addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by SROs.
 - f. The School District's policy that addresses when a parent or guardian will be notified or be present if a student is subjected to questioning or interrogation by a school official or in conjunction with a school official and an SRO, and when students shall be advised of their constitutional rights prior to being questioned or interrogated may be found at GIPS Policy 8460, Student Interviews.
 - g. SROs and the School District will both comply with the School Districts' rules and standards concerning the type or category of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement, and the type of student conduct or actions that will be referred to law enforcement for prosecution as required by Neb. Rev. Stat. § 79-262. The School District's policies for student conduct are generally found in the GIPS policies 8000 series

Page 2 of 6

- Student Policies, and in particular- in GIPS Policy 8453 Student Suspension,
 Expulsion, and Mandatory Reassignment; in GIPS Policy 8440 Use of Tobacco,
 Alcohol, and Other Controlled Substances By Students; and, in GIPS Policy 8312 –
 Excessive Absenteeism. These are available on the School District website.
- h. SROs and the School District will keep records on each response to an incident occurring at school or on school grounds.
- SROs and the School District shall maintain a high level of confidentiality of all matter regarding GIPS staff and student information. (Policy 8750 STUENT DIRECTORY INFORMAITON AND FERPA)
- 4. Mutual Obligations. The selection of SRO's for the SRO Program will be made through a collaborative process, involving the Police Department and the School District to evaluate the candidate's law enforcement ability and to give school administrators a voice to determine each candidate's ability to operate in the school environment. The Police Department will seriously consider input from the School District when assigning an officer to a building, and will make a good faith effort to address concerns raised. It is recommended the SRO supervisor meet twice a semester with each home based building administrator where an SRO is assigned. The School District may request the removal or reassignment of any SRO for any reasonable cause the School District provides in writing to the Police Department. The Police Department will seriously consider the input of the School District when determining the removal or reassignment of an SRO. The final decision on the assignment, reassignment or removal of an SRO shall be made by the Police Department, which is also responsible for evaluating the performance of the SROs. The home based building administrator in collaboration with the SRO's active supervisor will complete a Grand Island Police Department evaluation form two times a year to evaluate the performance of the SRO(s).
- 5. <u>City's Responsibilities</u>. The responsibilities of the City shall include:
 - a. Providing up to five (5) police officers to be designated as SROs. The Chief of Police or designee will meet with the School District Superintendent, or designee, as needed concerning activities of the SRO Program. Both parties shall maintain confidentiality to the extent required by law with respect to individual persons and/or investigations.
 - b. Scheduling the working hours of the SROs, taking into account the school year calendar of the school where each SRO is assigned. The hours of the SRO's availability will be during normal school hours while the school of assignment is in session and when students and/or staff are in the school building. Adjustments outside these regular hours shall be by mutual agreement between the home based building administrator and the Police Department. These adjustments shall be minimal due to the need for SRO's to be on campus during school hours. The Police Department is not obligated to provide substitute SROs when a regularly scheduled SRO is not available.
 - c. Paying the SROs' salaries, payroll taxes, payroll based expenses, insurance and benefits. All overtime costs that result from investigations, training, or police department directed assignments will be the responsibility of the City.
 - d. Furnishing any equipment or training required by the SROs.
 - e. Training the SROs and the SROs' Supervisor through the National Association of School Resource Officers or other suitable organization as agreed upon between the City and the School District and as required by the Nebraska State Statutes.
 - f. Ensure records are kept on each student referral for prosecution from an SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate the

Page 3 of 6

reason for such referral and federally identified demographic characteristics of such student.

- 6. Training. Mandated by Neb.Rev.Stat. § 79-2704 as follows:
 - a. Within six months of City personnel being assigned as an SRO to the School District the SROs shall have completed a minimum of twenty hours of training focused on school-based law enforcement, including but not limited to, coursework focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice practices, and preventing violence in school settings. Assignments as an SRO that do not meet the definition of "Security Guard" found at Neb.Rev.Stat. § 79-2702 are not subject to the requirements of the SRO of this MOU, but the use of temporary Security Guards should not be used to circumvent the training requirements set forth in this MOU.
 - b. Within six months of an SRO being assigned to a school building, a minimum of one administrator in each elementary and secondary school building will have completed a minimum of twenty hours of training, excluding previous college coursework. This coursework will be focused on school-based law enforcement, including, but not limited to course work focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice, and preventing violence in school settings.

7. Program Review.

- a. Complaints by students or parent/guardians regarding SROs shall be accepted by the Building Principal and Associate Superintendent of the School District. A written complaint form shall be completed following GIPS Policy 8420 and 8420.1, Student Due Process Rights. The complaint will be reviewed by the Building Principal, Associate Superintendent, and the SRO's acting supervisor.
- b. The School District, in collaboration with the City shall conduct an annual review of the program and shall: (i) make modifications as necessary to accomplish stated program goals; and (ii) create a report of the review to be provided to both parties, and to the extent permitted by law, made available online. The parties will establish an evaluation process, to include community stakeholders, as part of the regular review of program goals and relevant data, including the specific measures, data points, and metrics included in the report. The first of the annual report will be for the first full school year following the formation of this MOU.

C.

- 8. School District's responsibilities. The responsibilities of the School District shall include:
 - a. Reimbursing the City for fifty percent (50%) of its direct and indirect personnel costs, including benefits for the police officers assigned as SROs. The reimbursement costs are for the City's fiscal year of October 1st through September 30th.
 - b. Reimbursing the City for all overtime costs associated with the School District's request for off-duty assignments on weekends and/or evenings for school activities. These special assignments may be covered by an SRO as part of his or her regular duty through a schedule change agreed on by both the School District and the Police Department which is within the guidelines of the City's labor agreement with the Fraternal Order of Police Union (FOP). In accordance with the FOP contract, the home based building administrator will provide an SRO twenty one (21) days notice if an SRO

Page 4 of 6

- is requested to utilize flex-hours to conduct off-duty assignments on weekends and/or evenings for school activities within the SROs pay period.
- c. Provide premises at each school facility to which an SRO is assigned which is suitable for the performance of the SRO's duties.
- d. Provide to the Police Department and the SROs policies of the District and the student handbook
- 9. <u>Chain of Command</u>. As employees of the Police Department, SROs shall follow the chain of command as set forth in the policies and procedures of the Police Department. In the performance of their duties, SRO's shall coordinate and communicate with the home based building administrator of the school to which they are assigned. SROs are not employees or agents of the School District.
- 10. Revision to number of SROs. The Police Department may at its sole discretion reduce the number of SROs after giving prior notification to the School District. The School District may request assignment of additional SROs subject to approval of the Grand Island City Council. Any adjustments to the number of SROs will be pursuant to the financial terms expressed herein.
- 11. <u>Duration</u>. This MOU shall be effective as of the date of execution by both Parties (the "Effective Date") and shall terminate four years after the Effective Date. Either Party may terminate this MOU by notifying the other in writing of its intention to terminate by July 1 of each year. After notification, the MOU shall terminate on October 1st. Upon the Parties mutual agreement in writing, this MOU may be extended for an additional term of four (4) years.
- 12. Acquisition, ownership and disposal of personal property. All personal property and fixtures acquired and used in the SRO Program shall be owned by the entity which pays for said personal property or fixtures. In the event the SRO Program is terminated the parties shall take possession of their respective personal property and fixtures or said property may be left in place at various City and School District facilities, whichever is mutually agreeable to the parties.
- 13. Separate entity. The parties agree that no separate entity is created by this MOU.
- 14. Choice of Laws. This MOU shall be construed in accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, Neb.Rev.Stat. §13-801 et seq., statutes dealing with school resource officers Neb.Rev.Stat. § 79-2701 through § 79-2704, and the Ordinances of the City with venue for this MOU in the Courts of Hall County, Nebraska.
- 15. <u>Entire MOU</u>. This MOU shall constitute the entire MOU between the City and School District relating to the SRO Program and may be amended only in writing duly approved, adopted, and executed by the respective parties.
- 16. <u>Notices</u>. All notices required under the terms and conditions of this MOU shall be sent to the other party by first class United States mail, postage prepaid and addressed as follows:

City of Grand Island Attn: Mayor City Hall 100 East First Street P.O. Box 1968 Grand Island, NE 68802-1968 Grand Island Public Schools
Attn: Superintendent
Kneale Administration Building
123 S. Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

- 17. <u>Fund availability</u>. The City and the School District acknowledge that funding for this MOU is contingent upon funds being appropriated annually by the Grand Island City Council and funds being appropriated by the School District's Board of Education. This MOU is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party.
- 18. <u>No Third Party Beneficiaries</u>. Nothing in this MOU shall give or allow any claim or cause of action by any third person or entity.
- 19. <u>Indemnification</u>. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, its employees, contractors or agents.
- 20. Amendment. This MOU may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this MOU shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- 21. <u>Assignment</u>. Neither party may assign its rights under this MOU without the express prior written consent of the other party.
- 22. <u>Captions</u>. Captions used in this MOU are for convenience and not to be used in the construction of this MOU.

City of Grand Island, Nebraska	Hall County School District 2, a/k/a Grand Island Public Schools
By: Mayor Roger G. Steele	By: Bonnie Hinkle, Board of Education President
Dated:	Dated: 6/11/2020

Page 6 of 6

WHEREAS, the City of Grand Island has assigned School Resource Officers (SRO's) in the Grand Island Public Schools through an Interlocal agreement, now referred to as a Memorandum of Understanding (MOU), with Hall County School District 2, Grand Island Public Schools; and

WHEREAS, both parties are interested in continuing such police services; and

WHEREAS, it is recommended that a new MOU be entered for a four year period from October 1, 2020 through September 30, 2024 with an option to extend such MOU for a period of up to four additional years with governing body approval; and

WHEREAS, Hall County School District No. 2, Grand Island Public Schools, will pay the City of Grand Island 50% of regular wages and benefits for assigned SRO's.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the MOU for a School Resource Program between the City of Grand Island and Hall County School District No. 2, Grand Island Public Schools is hereby approved; and the Mayor is hereby authorized and directed to execute such MOU on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2020.

	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	

Approved as to Form

Z

July 10, 2020

Z

City Attorney



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item G-3

#2020-155 - Approving Acquisition of Utility Easement - 655 S. Cherry Street - Nikodym

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

WHEREAS, a public utility easement is required by the City of Grand Island from John J. and Janice S. Nikodym, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on July 14, 2020, for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located through a part of Lot Two (2), Nikodym Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the Northeast corner of Lot Two (2), Nikodym Subdivision, in the City of Grand Island, Hall County, Nebraska; thence westerly along the northerly line of said Lot Two (2), a distance of forty-four and seventy-two hundredths (44.72) feet to the ACTUAL Point of Beginning; thence deflecting left 58°41'18" and running in a southwesterly direction, a distance of ninety-four (94.0) feet to the point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing a total of .043 acres, more or less as shown on the plat dated 6/19/2020, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from John J. and Janice S. Nikodym, on the above-described tract of land.

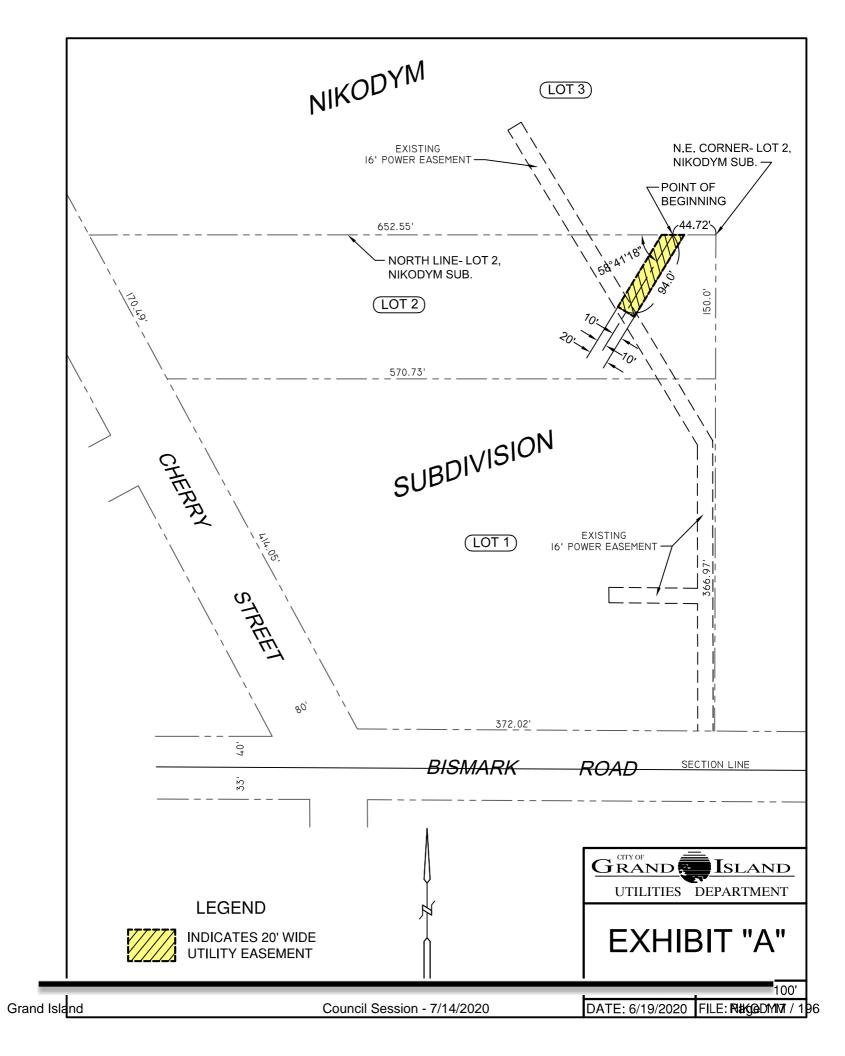
Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form $\begin{tabular}{ll} $\tt x$ \\ $\tt July 10, 2020 \end{tabular} \begin{tabular}{ll} $\tt x$ \\ $\tt x$ \hline City Attorney \\ \end{tabular}$





City of Grand Island

Tuesday, July 14, 2020 Council Session

Item G-4

#2020-156 - Approving Acquisition of Public Utility Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (GC Mini Stroage, LLC- 3007 N North Road)

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

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

WHEREAS, a public utility easement is required by the City of Grand Island, from an affected property owner in North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 project area:

GC Mini Storage-\$420.00

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1; THENCE N00°29'53"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 441.14 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 201701200; THENCE S89°50'17"E ON THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 33.08 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH ROAD; THENCE N00°29'20"W ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 539.32 FEET TO THE POINT OF BEGINNING; THENCE N15°24'53"E, A DISTANCE OF 107.75 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE N73°14'51"W ON SAID NORTH LINE, A DISTANCE OF 30.92 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE S00°29'20"E ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 112.79 FEET TO THE POINT OF BEGINNING, CONTAINING 1,665 SQUARE FEET, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public 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.

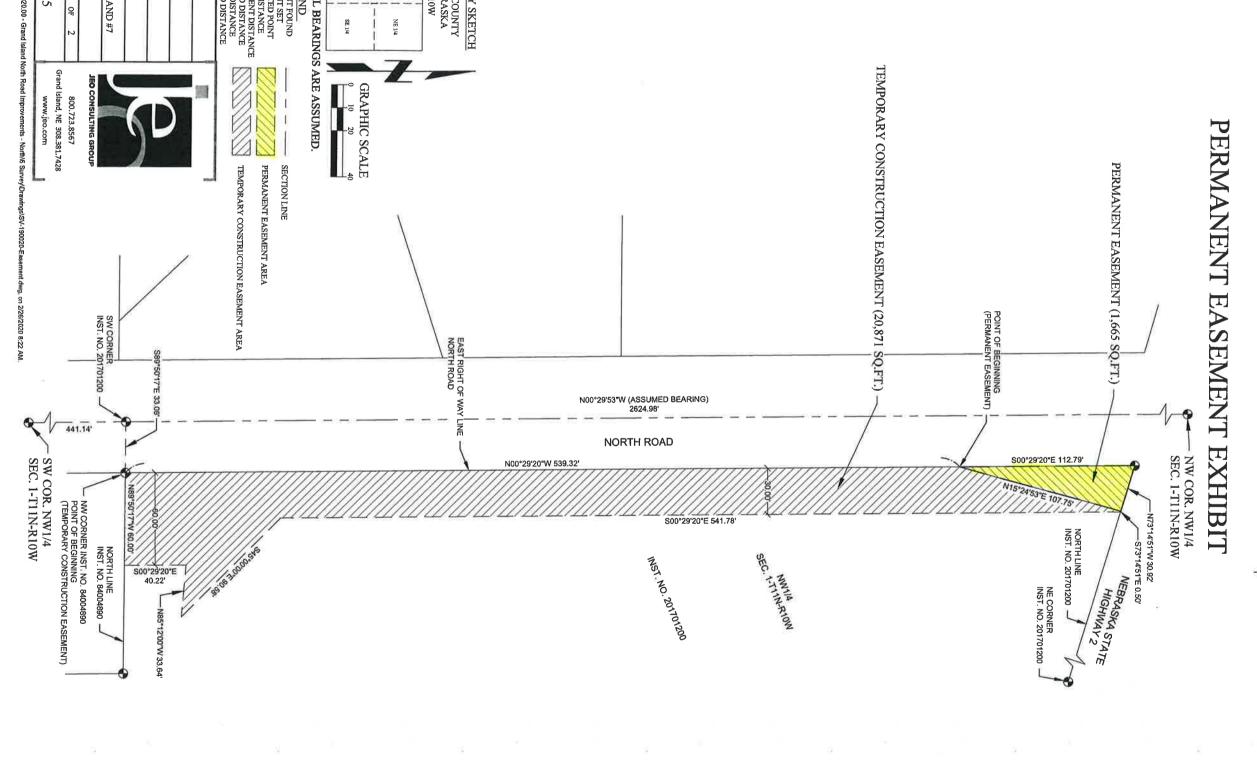
Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk





PERMANENT EASEMENT EXHIBIT A

ERMANENT EASEMENT DESCRIPTION:

PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 ORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS OLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF ECTION 1; THENCE NO0°29'53"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST DUARTER, A DISTANCE OF 441.14 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND ESCRIBED AND RECORDED IN INSTRUMENT NUMBER 201701200; THENCE S89°50'17"E ON THE COUTH LINE OF SAID PARCEL, A DISTANCE OF 33.08 FEET TO THE EAST RIGHT OF WAY LINE OF ORTH ROAD; THENCE NO0°29'20"W ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 539.32 EET TO THE POINT OF BEGINNING; THENCE N15°24'53"E, A DISTANCE OF 107.75 FEET TO THE ORTH LINE OF SAID PARCEL; THENCE N73°14'51"W ON SAID NORTH LINE, A DISTANCE OF 30.92 EET TO SAID EAST RIGHT OF WAY LINE; THENCE S00°29'20"E ON SAID EAST RIGHT OF WAY LINE, DISTANCE OF 112.79 FEET TO THE POINT OF BEGINNING, CONTAINING 1,665 SQUARE FEET, DISTANCE OR LESS.



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item G-5

#2020-157 - Approving Final Acceptance of Stolley Park Road Reconfiguration; Project No. HSIP-5402(5)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 14, 2020

Subject: Approving Final Acceptance of Stolley Park Road

Reconfiguration; Project No. HSIP-5402(5)

Presenter(s): John Collins, Public Works Director

Background

The contract for Stolley Park Road Reconfiguration; Project No. HSIP-5402(5) was awarded to The Diamond Engineering Company of Grand Island, Nebraska on May 22, 2018, via Resolution No. 2018-141, in the amount of \$978,247.43.

Discussion

Stolley Park Road Reconfiguration; Project No. HSIP-5402(5) was completed in accordance with the terms, conditions and stipulations of the contract, plans, and specifications. The project was completed at a construction price of \$915,852.00. Total cost of the project is \$1,221,314.00. Costs for the project breakdown as follows:

Original Bid	\$978,247.43
Underruns	-\$62,395.43
SubTotal (Construction Price)	\$915,852.00
Additional Costs:	
Preliminary Engineering	\$159,962.00
Construction Engineering	\$145,500.00
TOTAL COST	\$1,221,314.00

Funding for the project breakdown is shown below.

Federal	\$1,09	7,966.00
State	\$	0.00
City	\$12	3,348.00

Total Funding= \$1,221,314.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the acceptance of Stolley Park Road Reconfiguration; Project No. HSIP-5402(5).

Sample Motion

Move to approve the resolution.

WHEREAS, the City of Grand Island (City) and State entered into an LPA Program Agreement for State to assist City in the development and construction of an LPA Federal-aid transportation project; and

WHEREAS, the project construction has been tentatively accepted and the State, on LPA's behalf, has recommended that the project is ready for final acceptance; and

WHEREAS, the LPA Program Agreement requires the City to review and formally approve State's recommendation that the project is ready for final acceptance; and

WHEREAS, City has reviewed the State's recommendation and agrees that the project has been constructed according to the plans, specifications and any changes order(s) and that the construction is ready for final acceptance; and

WHEREAS, City believes that the traffic control and permanent signs on the project are appropriate, have been properly placed and are acceptable to the City.

Be It Resolved by the City Council of the City of Grand Island that:

The Mayor, Roger G. Steele, is hereby authorized to sign the bottom of this resolution and submit it to the State signifying the City's final acceptance of the project construction.

The permanent signing and traffic control on the project are appropriate, have been properly placed and are acceptable to City. The City hereby accepts maintenance of the project and agrees to meet all environmental and other commitments related to the project.

NDOR Project Number: HSIP-5402(5)

NDOR Control Number: 42812

NDOR Project Description: Stolley Park Rd Reconfiguration, G.I.

Adopted this 14th day of July, 2020 at Grand Island, Nebraska.

The City Council of the City of Grand Island, Nebraska

Vaughn Minton
Julie Hehnke
Jeremy Jones
Clay Schutz
Mike Paulick
Mark Stelk
Jason Conley
Justin Scott

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2020.

	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	
	Approved as to Form ¤



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item G-6

#2020-158 - Approving Certificate of Final Completion for Sanitary Sewer District No. 543; Willow Street

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 14, 2020

Subject: Approving Certificate of Final Completion for Sanitary

Sewer District No. 543; Willow Street

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

Background

Sanitary Sewer District No. 543 was created by the City Council on January 22, 2019 to serve an area previously unserved that is located north of 4th Street, east of Congdon Avenue (see attached sketch). It was advantageous to construct such sanitary sewer main as there was Community Development Block Grant (CDBG) funding available, which reduced the assessment amount for the property owners by about half. Legal notice of the creation of the District was published in the *Grand Island Independent* on January 28, 2019.

Starostka Group Unlimited, Inc. of Grand Island, Nebraska was awarded a \$402,798.85 contract for construction of Sanitary Sewer District No. 543; Willow Street on June 11, 2019, via Resolution No. 2019-187.

Work commenced on November 16, 2019 and was completed on June 23, 2020.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed with an underrun of \$37,575.77, for a total cost of \$365,223.08. The underrun is a result of dewatering not being necessary on this project. Additional project costs are shown below.

ADDITIONAL COSTS

The Grand Island Independent	Advertising	\$ 266.42
Hall County Register of Deeds	Filing Fees	\$ 62.00
Grand Island Utilities	Pole Relocation & Hold	\$ 4,743.07
GSI Engineering, LLC	Soil Boring	\$ 3,130.00
JEO Consulting Group, Inc.	Locate Property Pins	\$ 3,325.00
Grand Island Public Works Engineering	Engineering & Design	\$ 45,646.14

Subtotal Additional District Costs = \$57,172.63

Total project cost is \$422,395.71, with an assessable amount of \$242,395.71, which will be presented to the Board of Equalization on August 11, 2020. The remaining \$180,000.00 was covered by the Community Development Block Grant (CDBG) funds.

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 Certificate of Final Completion for Sanitary Sewer District No. 543; Willow Street and set the Board of Equalization date of August 11, 2020.

Sample Motion

Move to approve the Certificate of Final Completion for Sanitary Sewer District No. 543; Willow Street and set the Board of Equalization date of August 11, 2020.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Sanitary Sewer District No. 543; Willow Street CITY OF GRAND ISLAND, NEBRASKA

July 14, 2020

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

This is to certify that Sanitary Sewer District No. 543; Willow Street has been fully completed by Starostka Group Unlimited, Inc. of Grand Island, Nebraska under the contract dated June 11, 2019. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Base	Bid Section				
1	Mobilization/Demobilization	1.00	LS	\$ 8,293.00	\$ 8,293.00
2	4-inch Sanitary Sewer Service with Native Bedding	1,196.00	LF	\$ 67.85	\$ 81,148.60
3	6-inch Sanitary Sewer Service with Native Bedding	72.50	LF	\$ 87.00	\$ 6,307.50
4	8-inch Sanitary Sewer with Native Bedding	2,410.00	LF	\$ 43.55	\$ 104,955.50
5	8-inch Sewer Cap	1.00	EA	\$ 143.00	\$ 143.00
6	10-inch Sanitary Sewer with Native Bedding	0.00	LF	\$ 94.30	\$ -
7	10-inch C900 with Native Bedding	67.00	LF	\$ 101.70	\$ 6,813.90
8	Sewer Service Connections	37.00	EA	\$ 94.20	\$ 3,485.40
9	Re-establish Existing Service Connection (Hybrid)	1.00	EA	\$ 1,821.00	\$ 1,821.00
10	Abandon 10-inch Sanitary Sewer (Grout Fill)	0.00	LF	\$ 10.65	\$ -
11	48-inch Manhole (Remove)	0.00	EA	\$ 1,020.00	\$ -
12	Abandon Existing Clean Out Cap	1.00	EA	\$ 1,020.00	\$ 1,020.00
13	Connect to Existing Sewer	1.00	EA	\$ 2,877.00	\$ 2,877.00
14	48-inch Type I Manhole	11.00	EA	\$ 3,038.00	\$ 33,418.00
15	48-inch Type III (Corrosion Resistant Epoxy) Manhole	1.00	EA	\$ 8,810.00	\$ 8,810.00
16	Additional Depth (48-inch Manhole)	67.00	VF	\$ 412.00	\$ 27,604.00
17	Remove 8-inch Concrete Pavement	0.00	SY	\$ 26.50	\$ -
18	Place 8-inch Concrete Pavement	76.90	SY	\$ 69.25	\$ 5,325.33
19	Remove 6-inch Asphalt Pavement	178.00	SY	\$ 21.50	\$ 3,827.00
20	Place 8-inch Crushed Concrete	501.00	TN	\$ 46.40	\$ 23,246.40
21	Place 1-inch Roadway Gravel	126.00	TN	\$ 108.00	\$ 13,608.00
22	Remove 12-inch CMP (Storm Culverts)	115.00	LF	\$ 15.50	\$ 1,782.50
23	12-inch CMP (Storm Culverts)	115.00	LF	\$ 36.85	\$ 4,237.75
24	Tree and Stump Removal	7.00	EA	\$ 671.00	\$ 4,697.00
25	Seeding	1.00	AC	\$15,380.00	\$ 15,380.00

52				id Section =	 365,223.08
32	Gas Company Coordination	1.00	LS	\$ 565.00	\$ 565.00
31	Dewatering (Allowance)	0.00	LS	\$25,000.00	\$ -
30	Erosion & Sedimentation Control	1.00	LS	\$ 1,263.00	\$ 1,263.00
29	Traffic Control	1.00	LS	\$ 2,132.00	\$ 2,132.00
28	Remove and Repalce Chainline Fence (6 ft.)	16.00	LF	\$ 20.20	\$ 323.20
27	Remove and Replace Fence (Wire/Wood)	30.00	LF	\$ 16.50	\$ 495.00
26	Landscape Area Restoration	60.00	LF	\$ 27.40	\$ 1,644.00

Additional Costs:

The Grand Island Independent	Advertising	\$ 266.42
Hall County Register of Deeds	Filing Fees	\$ 62.00
Grand Island Utilities	Pole Relocation & Hold	\$ 4,743.07
GSI Engineering, LLC	Soil Boring	\$ 3,130.00
JEO Consulting Group, Inc.	Locate Property Pins	\$ 3,325.00
Grand Island Public Works Engineering	Engineering & Design	\$ 45,646.14

Additional Costs = \$ 57,172.63

	Grand Total =	\$ 422,395.71
I hereby recommend that the Engineer's Certificate of Final C Willow Street be approved.	ompletion for Sanitary Sewer D	istrict No. 543;
John Collins – City Engineer/Public Works Director	Roger G. Steele – Mayor	

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer District No. 543; Willow Street certifying that Starostka Group Unlimited, Inc. of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$365,223.08; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, additional project costs equate to \$57,172.63, as shown

ADDITIONAL COSTS

The Grand Island Independent	Advertising	\$ 266.42
Hall County Register of Deeds	Filing Fees	\$ 62.00
Grand Island Utilities	Pole Relocation & Hold	\$ 4,743.07
GSI Engineering, LLC	Soil Boring	\$ 3,130.00
JEO Consulting Group, Inc.	Locate Property Pins	\$ 3,325.00
Grand Island Public Works Engineering	Engineering & Design	\$ 45,646.14

Subtotal Additional District Costs=\$57,172.63

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director, and

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

- 1. The Certificate of Final Completion for Sanitary Sewer District No. 543; Willow Street, in the amount of \$422,395.71 is hereby confirmed.
- The City Council will sit as a Board of Equalization on August 11, 2020 to determine benefits and set assessments for Sanitary Sewer District No. 543; Willow Street.
 3.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2020.

Attest:	Roger G. Steele, Mayor	



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item G-7

#2020-159 - Approving Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Concord Development, Pontious, GStar Investments, Hornady, Levander, Cummins

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

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

WHEREAS, public right-of-way is required by the City of Grand Island for Old Potash Highway Roadway Improvements; Project No. 2019-P-1, from several property owners described as follows:

Property Owner	Legal Description	Amount	
Concord Investments, LLC fka Concord Development, LLC	A TRACT OF LAND LOCATED IN PART OF LOT 0, BLOCK A, CRANE VALLEY SUBDIVISION, LOT 1, CRANE VALLEY 7 TH SUBDIVISION, LOT 2, CRANE VALLEY 6 TH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICLUARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHEAST QUARTER (SE ½) SECTION THIRTEEN (13) TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M.; THENCE ON AN ASSUMED BEARING OF N01°37′40″W ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE ½) OF SECTION 13, A DISTANCE OF 80.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE, POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 TO THE POINT OF BEGINNING; THENCE N01°38′03″W ALONG THE SAID WEST LINE OF SAID NE ¼ OF SECTION 13, A DISTANCE OF 1189.99 FEET; THENCE N88°22′00″E A DISTANCE OF 90.00 FEET; THENCE S01°38′00″E A DISTANCE OF 698.58 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 18°46′25″, A RADIUS OF 780.00 FEET; A CHORD BEARING OF S08°38′34″W, A CHORD DISTANCE OF 254.43 FEET, A DISTANCE OF 254.43 FEET; THENCE S18°01′47″W A DISTANCE OF 43.42 FEET; THENCE S01°38′00″E A DISTANCE OF 200.63 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF FAIDLEY AVENUE; THENCE S89°14′44″W ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 29.98; TO A POINT OF BEGINNING. SAID TRACT CONTAINS 89,021 SF.	\$0.00	
Barbara M. Pontious	A TRACT OF LAND CONSISTING OF PART OF AN UNPLATTED TRACT LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼, SE ¼) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST (SE) CORNER OF SECTION FOURTEEN (14), T11N, R10W OF THE 6 TH P.M., HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING OF S89°28'09"W ALONG THE SOUTH LINE OF SOUTHEAST QUARTER (SE ¼) OF SAID SEC. 14, A DISTANCE OF 290.46 FEET	\$6,810.00	

Approved as to Form

July 10, 2020

City Attorney

	TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N01°40'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 40.01 FEET TO THE SOUTHEAST CORNER OF LOT 2, PONTIOUS SUBDIVISION,	
	HALL COUNTY, NEBRASKA; THENCE N89°28'09"E PARALLEL TO AND 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SE ¼ OF SECT. 14, A DISTANCE OF 29.00 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 008°41'06", A RADIUS OF 710.50 FEET, A CHORD BEARING OF	
	N85°07'36"E WITH A CHORD DISTANCE OF 107.59 FEET, AN ARC LENGTH OF 107.70 FEET; THENCE N72°41'14"E A DISTANCE OF 52.86 FEET; THENCE N75°08'25"E A DISTANCE OF 34.13 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A	
	DELTA ANGLE OF 066°44'39", A RADIUS OF 50.00 FEET, A CHORD BEARING OF N40°22'52"E WITH A CHORD DISTANCE OF 55.01 FEET, AN ARC LENGTH OF 58.25 FEET; THENCE N01°40'18"W PARALLEL TO AND 33.00 FEET WEST OF THE EAST LINE OF SAID SE ¼ OF SEC. 14, A DISTANCE OF 311.62	
	FEET TO A POINT ON THE SOUTH LINE OF POTASH SUBDIVISION, HALL COUNTY, NEBRASKA; THENCE N89°33'28"E ALONG THE SOUTH LINE OF SAID POTASH SUB., A DISTANCE OF 33.01 FEET TO A POINT ON THE EAST LINE OF SAID SE ¼ OF SEC. 14; THENCE S01°40'17"E ALONG THE EAST LINE OF SAID SE ¼ OF SEC. 14, A DISTANCE OF 425.02 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 27,970 SF, OF WHICH 22,523 SF ARE EXISTING COUNTY ROAD ROW.	
	A TRACT OF LAND LOCATED IN LOT 3, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:	
GStar Investments, LLC	COMMENCING AT THE NORTHWEST CORNER OF LOT 6 WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N88°43'07"E ALONG THE NORHT LINE OF WESTGATE FIFTH SUBDIVISION, LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 573.25 TO A POINT OF BEGINNING; THENCE N88°43'07"E ALONG THE NORTH LINE OF SAID LOT 3, LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD POTASH HIGHWAY, A DISTANCE OF 6.84 FEET; THENCE S46°03'17"E ALONG THE NORTHEAST LINE OF SAID LOT 3, A DISTANCE OF 28.27 FEET; S00°57'04"E ALONG THE EAST LINE OF SAID LOT 3, LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF CLAUDE ROAD, A DISTANCE OF 62.64 TO A POINT OF CURVATURE; THENCE	\$3,160.00

	AROUND A CURVE IN A COUNTER- CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 8°57'42", RADIUS OF 440.00 FEET, A CHORD BEARING OF N16°19'15"W, A CHORD DISTANCE OF 68.75 FEET, AN ARC LENGTH OF 68.82 FEET TO A POINT OF CONTINUED CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 16°17'48", A RADIUS OF 65.00 FEET, A CHORD BEARING OF N28°57'00"W, A CHORD DISTANCE OF 18.43 FEET, AN ARC LENGTH OF 18.49 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 702 SQ FT.	
Hornady Family Limited Partnership	A TRACT OF LAND LOCATED IN PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N ½, NE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER (N ¼) CORNER OF SECTION 24, T11N, R10W, HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N89°28'39"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 24, A DISTANCE OF 725.40 FEET TO THE NORTHWEST CORNER OF ANDERSON THIRD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S00°41'32"E ALONG THE WEST LINE OF SAID ANDERSON THIRD SUBDIVISION, A DISTANCE OF 49.05 FEET; THENCE N89°05'25"W A DISTANCE OF 221.94 FEET; THENCE S89°28'39"W PARALLEL TO AND 43.50 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 24, A DISTANCE OF 406.93 FEET; THENCE S64°29'23"W A DISTANCE OF 69.83 FEET TO A POINT 33.00 FEET EAST OF THE WEST LINE OF SAID NE ¼ OF SECTION 24; THENCE S00°57'35"E PARALLEL TO AND 33.00 FEET EAST OF THE WEST LINE OF SAID NE ¼ OF SECTION 24, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF SAID NE ¼ OF SECTION 24, THENCE S89°02'25"W A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF SAID NE ¼ OF SECTION 24; THENCE N00°57'35"W ALONG THE WEST LINE OF SAID NE ¼ OF SECTION 24; THENCE N00°57'35"W ALONG THE WEST LINE OF SAID NE ¼ OF SECTION 24, THENCE N00°57'35"W ALONG THE WEST LINE OF SAID NE ¼ OF SECTION 24, THENCE N00°57'35"W ALONG THE WEST LINE OF SAID NE ¼ OF SECTION 24, A DISTANCE OF 212.15 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 38,668 SF, OF WHICH 29,903 SF ARE EXISTING COUNTY RIGHT-OF-WAY AND 8,765 SF IS THE NEW RIGHT-OF-WAY HEREBY ACQUIRED.	\$10,960.00
Brian D. Levander	A TRACT OF LAND LOCATED IN LOT 1, COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, AN	\$17,140.00

ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF S89°30'09"W ALONG THE SOUTH LINE OF SAID LOT 1, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 267.38 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N01°35'48"W ALONG THE WEST LINE OF SAID LOT 1, LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF KAUFMAN AVENUE, A DISTANCE OF 35.72 FEET; THENCE S46°03'34"E A DISTANCE OF 28.55 FEET; THENCE N89°28'39"E A DISTANCE OF 26.38 FEET; THENCE S89°05'25"E A DISTANCE OF 221.17 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S01°37'52"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.31 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 3,808 SF.

A TRACT OF LAND LOCATED IN LOT 7, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N89°19'29"E ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 15.00 FEET; THENCE S43°43'40"W A DISTANCE OF 20.99 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE N01°52'08"W ALONG THE WEST LINE OF SAID LOT 7, A DISANCE OF 15.00 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 112 SQ FT.

John S. Cummins and Deann R. Cummins

AND

A TRACT OF LAND LOCATED IN LOT 7, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING ON THE ARC OF A NONTANGENT 270.00 FOOT RADIUS CURVE CONCAVED TO THE SOUTHEAST; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°32'07", A RADIUS OF 270.00 FEET, A CHORD BEARING OF S33°51'14"W, A CHORD DISTANCE OF 54.27 FEET; THENCE N00°40'31"W A DISTANCE OF 44.71 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 7; THENCE N89°19'29"E ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 30.76 FEET TO A POINT OF BEGINNING.

\$2,250.00

SAID TRACT CONTAINS 638 SQ FT.	
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Total= \$40,320.00

WHEREAS, Agreements for the public right-of-way 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 enter into the Agreements for the public right-of-way on the above described tracts of land.

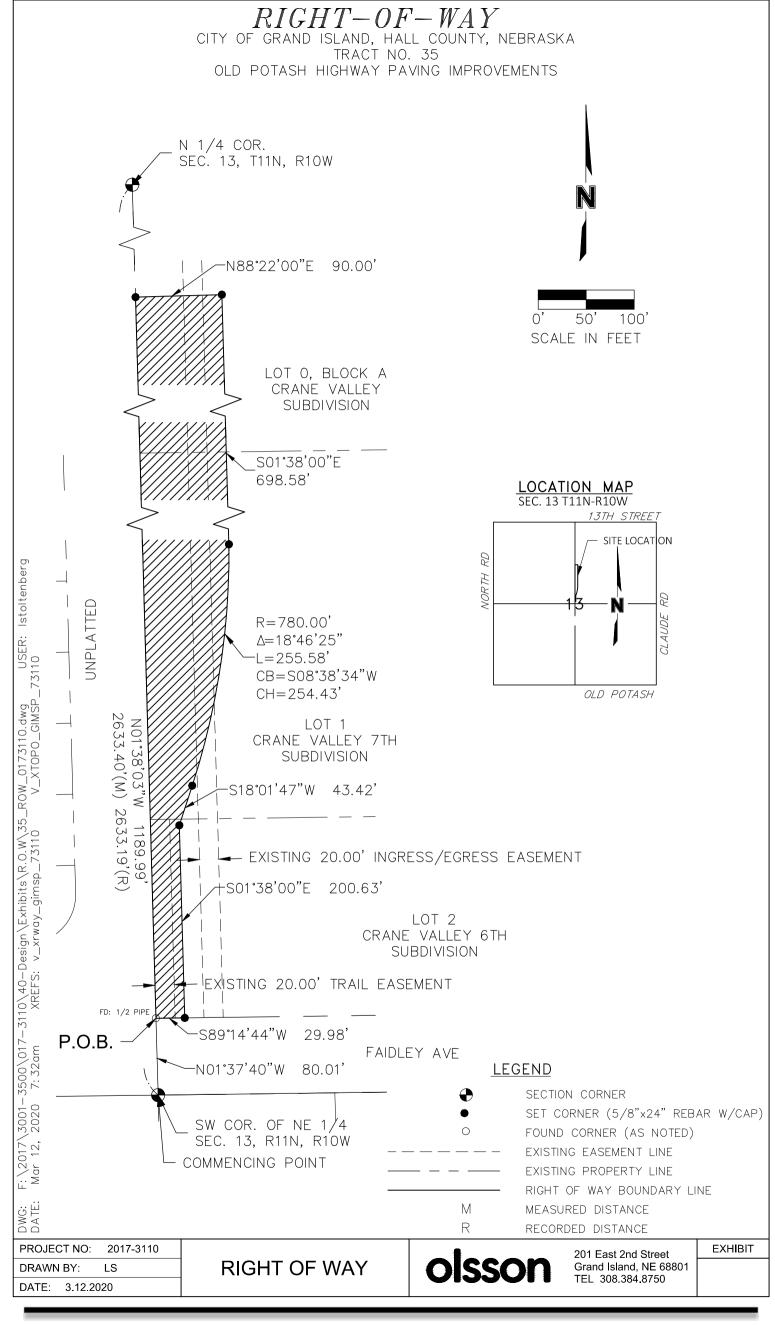
BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



RIGHT-OF-WAY

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 35
OLD POTASH PAVING IMPROVEMENTS

RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF LOT 0, BLOCK A, CRANE VALLEY SUBDIVISION, LOT 1, CRANE VALLEY 7TH SUBDIVISION, LOT 2, CRANE VALLEY 6TH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHEAST QUARTER (SE1/4) SECTION THIRTEEN (13) RANGE ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M.; THENCE ON AN ASSUMED BEARING OF NO1°37'40"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, A DISTANCE OF 80.01 FEET TO A POINT ON THE NORTH RIGHT—OF—WAY LINE OF FAIDLY AVENUE, POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 TO THE POINT OF BEGINNING; THENCE NO1°38'03"W ALONG THE SAID WEST LINE OF SAID NE1/4 OF SECTION 13, A DISTANCE OF 1189.99 FEET; THENCE N88°22'00"E A DISTANCE OF 90.00 FEET; THENCE SO1°38'00"E A DISTANCE OF 698.58 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 18'46'25", A RADIUS OF 780.00 FEET; A CHORD BEARING OF SO8'38'34"W, A CHORD DISTANCE OF 254.43 FEET, A DISTANCE OF 254.43 FEET; THENCE S18'01'47"W A DISTANCE OF 43.42 FEET; THENCE S01'38'00"E A DISTANCE OF 200.63 FEET TO A POINT ON SAID NORTH RIGHT—OF—WAY LINE OF FAIDLY AVENUE; THENCE S89'14'444"W ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 29.98; TO A POINT OF BEGINNING. SAID TRACT CONTAINS 89,021 SF.

SECTION TIES

SE CORNER OF NE 1/4 OF SECTION 13, R11N, R10W FOUND 5/8" REBAR ± 1' BELOW GRADE ON SOUTH SIDE OF REFERENCE POST 40' TO Q OF EAST/WEST ROAD 1' TO Q OF FENCE SOUTH Ε USER: 10 M WSW 70.97' TO MAG NAIL IN POWERPOLE TO MAG NAIL IN POWERPOLE 116.07 ΩN 15.84 TO 5/8" REBAR ÌSW 9.71' TO NORTHWEST CORNER OF WEST EBX <u> ទី N 1/4 CORNER OF SECTION 13, R11N, R10W</u> FOUND ALUMINUM CAP AT GRADE CENTERLINE 13TH ST 32.15' TO RED HEAD NAIL IN EAST FACE OF P N 38.10' TO RED HEAD NAIL IN WEST FACE OF P TO RED HEAD NAIL IN EAST FACE OF POWER POLE TO RED HEAD NAIL IN WEST FACE OF POWER POLE NNE 57.16' TO RED HEAD NAIL IN WEST FACE OF POWER POLE W\35_ SURVEYOR'S CERTIFICATE PI HEREBY CERTIFY THAT ON MARCH 11, 2020 UNDER MY PERSONAL SUPERVISION, I 5 COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF LOT O. BLOCK A, CRANE VALLEY SUBDIVISION, LOT 1, CRANE VALLEY 7TH SUBDIVISION, LOT 2, CRANE VALLEY 6TH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AS SHOWN ON THE ACCOMPANYING SURVEY RECORD THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED WERE FOUND OR PLACED AT ALL PROPERTY CORNERS; THAT THE DIMENSIONS OF THE Ü TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

ର୍ଷ _______ ରୂଷ DOUGLAS J. STEVENSON, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-485

DATE

PROJECT NO:		2017-3110
DRAWN	BY:	LS
DATE:	3.12.20)20

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DWG: DATE:

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201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 EXHIBIT

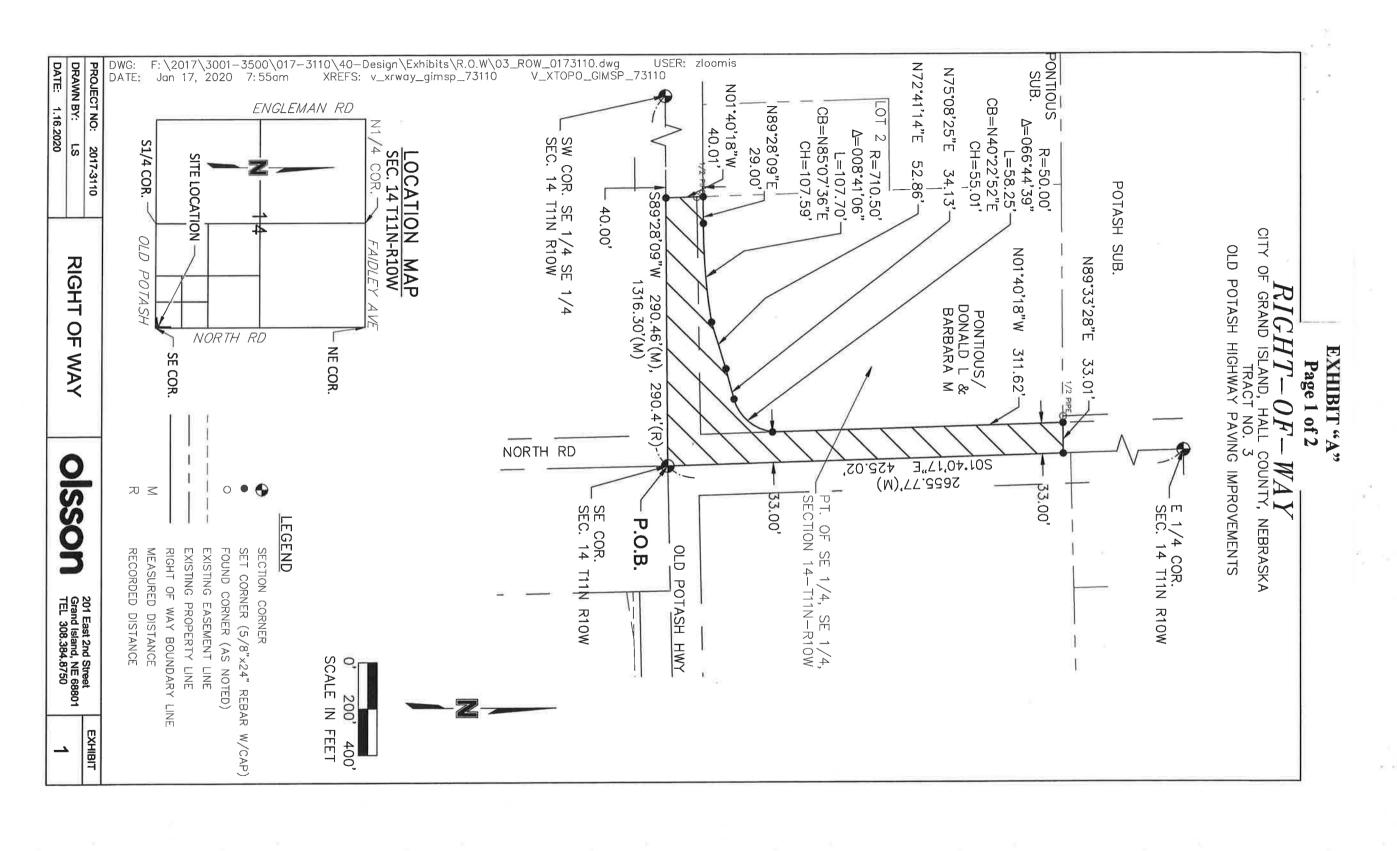


EXHIBIT "A"

Page 2 of 2

CITY 유 RIG! <u>S</u> COUNTY, NEBRASKA

RACT NO. 3
PAVING IMPROVEMENTS

OLD POTASH

RIGHT-OF-WAY DESCRIPTION
A TRACT OF LAND CONSISTING OF PART OF J RACT OF LAND CONSISTING OF PART OF AN UNPITHEAST QUARTER (SE 1/4, SE 1/4) OF SECTION OF THE 6TH P.M., HALL COUNTY, NEBRASKA, A AN UNPLATTED TRACT LOCATED IN THE SOUTHEAST QUARTER OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE ".ASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: F THE TEN (10)

ASSAKA; THENCE ON AN ASSUMED BEARING OF S89'28'09"W ALONG THE SOUTH LINE OF SOUTHEAST OUAR OF SAID SEC. 14, A DISTANCE OF 290.46 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; 40'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 40.01 FEET TO THE SOUTHEAST VIEW OF LOT 2, PONTIOUS SUBDIVISION, HALL COUNTY, NEBRASKA; THENCE N89'28'09"E PARALLEL TO AND NORTH OF THE SOUTH LINE OF SAID SE 1/4 OF SEC. 14, A DISTANCE OF 29.00 FEET TO A POINT OF AND ADJUS OF 710.50 FEET, A CHORD BEARING OF N85'07'36"E WITH A CHORD DISTANCE OF 107.59 FEET, AN ADJUS OF 710.50 FEET, A CHORD BEARING OF N85'07'36"E WITH A CHORD DISTANCE OF 107.59 FEET, AN APOINT OF CURVATURE; THENCE N72'41'14"E A DISTANCE OF 52.86 FEET; THENCE N75'08'25"E A DISTANCE OF 066'44'39", A RADJUS OF 50.00 FEET, A CHORD BEARING OF N40'22'52"E WITH A CHORD DISTANCE OF 58.25 FEET; THENCE N01'40'18"W PARALLEL TO AND 33.00 FEET WEST OF THE SOUTH LINE OF POTASH OF SAID SE 1/4 OF SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH OF SAID SE 1/4 OF SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH ON THE SOUTH LINE OF POTASH OF SAID SEC. 14, A DISTANCE OF 311.62 FEET TO A POINT ON THE SOUTH LINE OF POTASH ON CORNER OF R OF SAID 008*41*06" AN ARC THENCE 40.00

SECTION TIES

V_XTOPO_GIMSP_73110 1.5 TO 31.37 TO 41.82 TO 36.30 TO 94.97 TO 2.0 TO 51.64 TO 59.87 TO 51.83 TO 45.50 TO CL N-S RD CHISELED X CENTER OF S MAG AND W/MAG WASHER ON WASHER IN 1 SDMH TOP N PWP ջ로 유 유 AND Ź

USER: zloomis

NAIL W/ V 1.0 TO 18.48 TO 32.72 TO 35.57 TO 47.72 TO

HER @ ASPHALT SURFACE ... FE-W RD
COR OF ONC. FOUNDATION FOR FLASHING PED POLE
G AND WASHER IN PWP
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NTER OF SSMH

SURVEYOR'S CERTIFICATE

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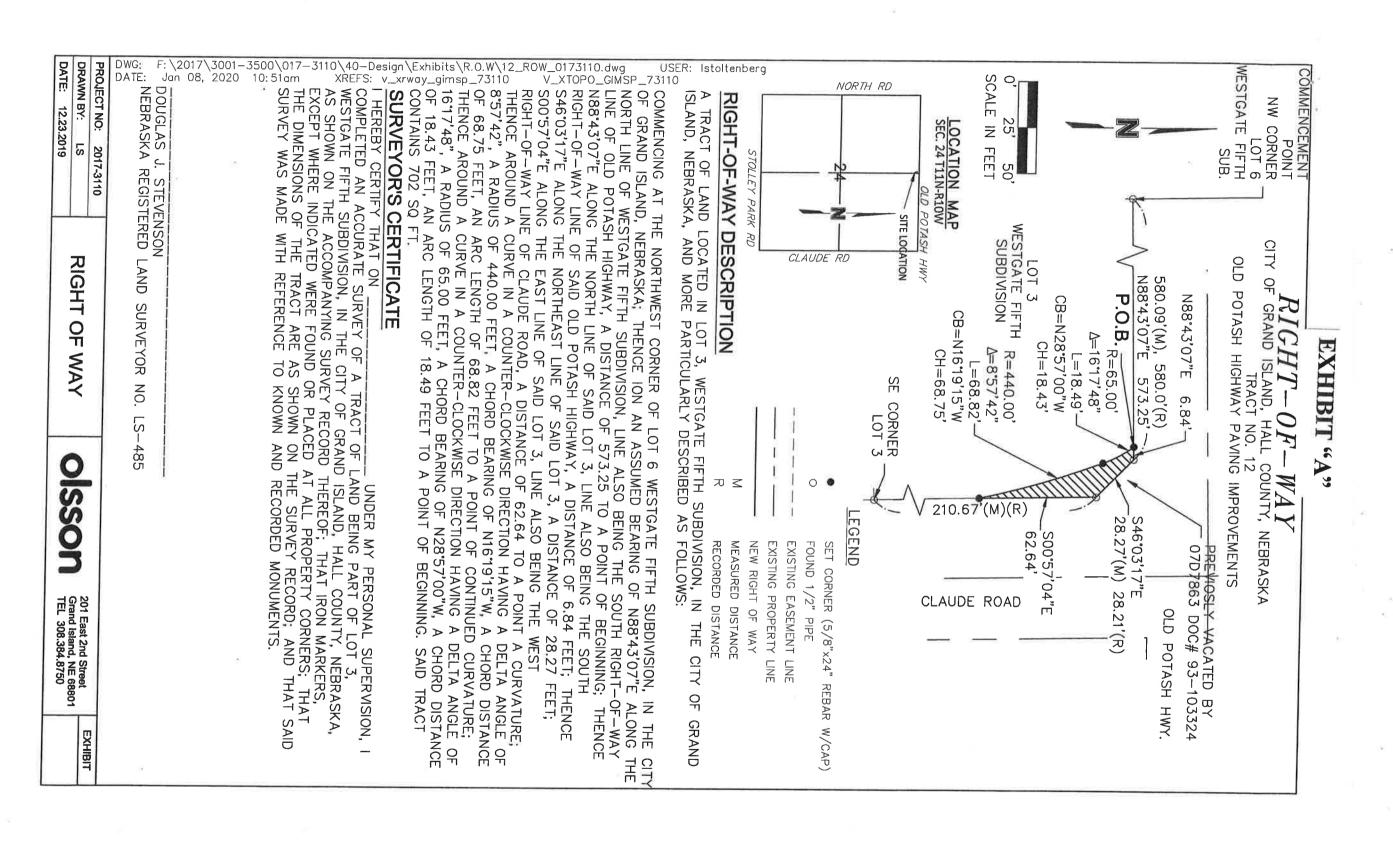
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Grand Island

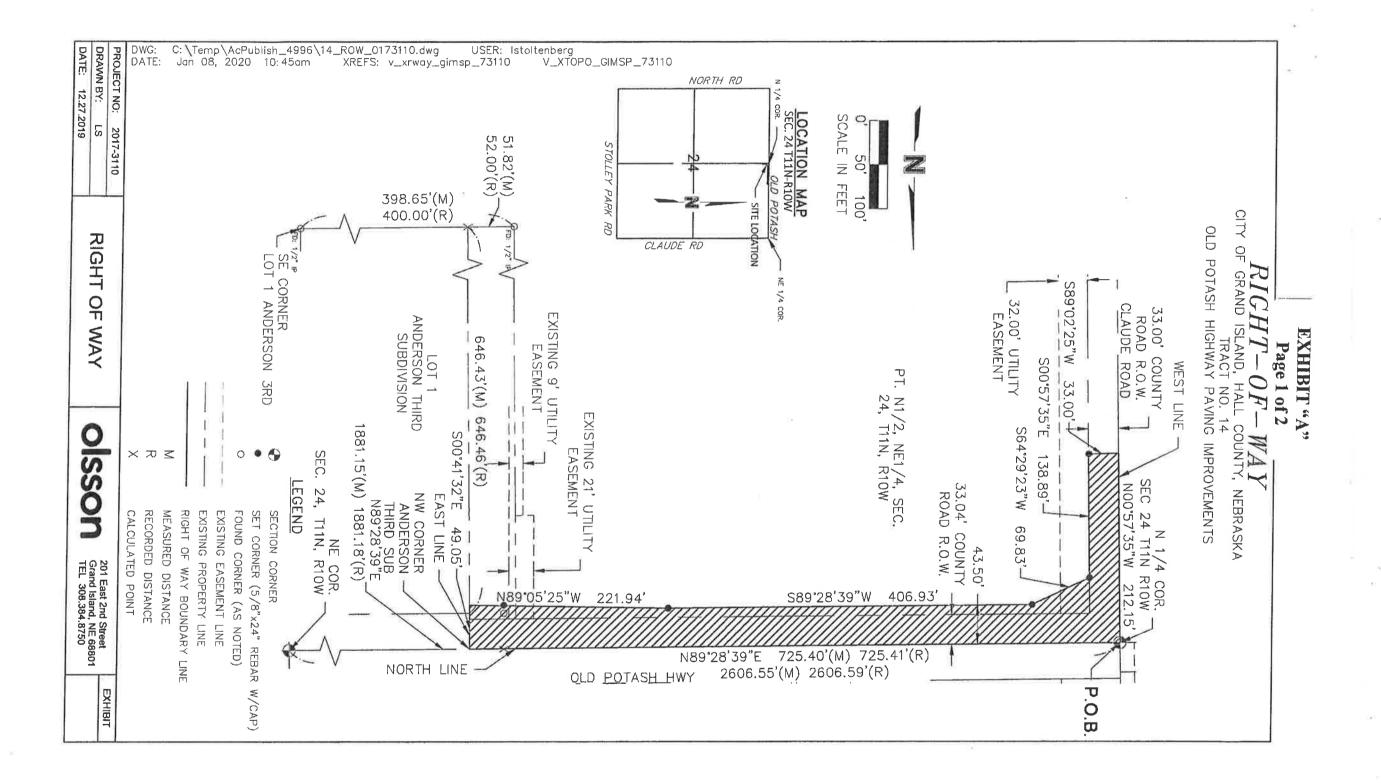


EXHIBIT "A"

T - OF¥ 7

CITY 유 F GRAND ISLAND, HALL COUNTY, NEE TRACT NO. 14 OLD POTASH PAVING IMPROVEMENTS NEBRASKA

RIGHT-OF-WAY DESCRIPTION

1/2, NE WEST OF 1/4) OF S F THE 6TH LAND D LOCATED IN PART OF THE NORTH HALF OF THE NORTHEAST QUARTER SECTION TWENTY—FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TE P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED TEN (N AS (10)

BEGINNING NE OF TENCE /4 OF NINNING AT THE NORTH QUARTER JUTY, NEBRASKA; THENCE ON AN THE NORTHWEST CORNER OF ANI SECTION TO VISION, A DISTANCE OF 49. E S89'28'39"W PARALLEL F SECTION 24, A DISTANCE TO A POSSIONAL PROPERTY OF THE PROPE S00'57'35"E A POINT 33.00 "E PARALLEL T DISTANCE OF DISTANCE FEET EAST WEST LINE 49.05 FEET; LEL TO AND 4 ANCE OF 406 S00°41'32"E TO AND 33.00 FEET OF 138.89 FEET; THE ST LINE OF SAID NE ANDERS (NE1) (N1/4) 유 EET; THENCE N89°05'25"W A DISTANCE ON 43.50 FEET SOUTH OF THE NORTH LI 406.93 FEET; THENCE S64°29'23"W A DISTANCE OF THE WEST LINE OF SAID NE 1/4 OF SUD 33.00 FEET EAST OF THE WEST LINE N1/4) CORNER OF ASSUMED BEARING ALONG THIRD EST LINE OF SAID NE 1/4 OF SECTION 24;
FEET EAST OF THE WEST LINE OF SAID NE 1/4
THENCE S89°02'25"W A DISTANCE OF 33.00
NE 1/4 OF SECTION 24. SAID BEARING SAID SECTION 2 THE WEST. SF, 0 RIGHT 24, SECTION OF N89" E N89°28'39"E ALONG ON 24, A DISTANCE SION, CITY OF GRAVIC LINE OF CTION 24; GRAND ISLAND, ALONG TH E OF 221.94 FE R10W, E OF 33.00 NO0°57'35"W FEET TO A RE EXISTING Ħ 725.40 NORTH THIRD

SECTION TIES

FND NE SURVE 2.0 12.0 42.66 88.56 42.09 32.58 10.0 67.30 81.26 92.18 100.47 SPIKE 10 10 10 10 10 10 10 77777@P CTION CONC. SUI REDHEAD REDHEAD X MAG MAG ≷ NAILS IN WASHER -W RD ST.
D IN PWP JRFACE, Z IN PWP WASHER WASHER N PWP 0 ASPHALT 9 Ē 2 읶 GRADE Ę, ≶ STREET

CERTIFICATE

COMPLETED SHOWN HE: CURATE SURVEY OF A TRACE
HE NORTHEAST QUARTER CONTROL OF A TRACE
COMPANYING SURVEY RECONTROL ANYING SURVEY 9 A TRACT OF LAND BEING PART OF RIER OF SECTION 24, TOWNSHIP 11 Y OF GRAND ISLAND, HALL COUNTY RECORD THEREOF; THAT IRON MARCED AT ALL PROPERTY CORNERS; R MY PERSONAL SUPCIONAL SUPCIONAL SUPCIONAL SEING PART OF PART OF THE TOWNSHIP 11 NORTH, RANGE NATIONAL COUNTY, NEBRASKA, AS

DRAWN BY PROJECT NO

DOUGLAS J. STEVENSON NEBRASKA REGISTERED

LAND

SURVEYOR

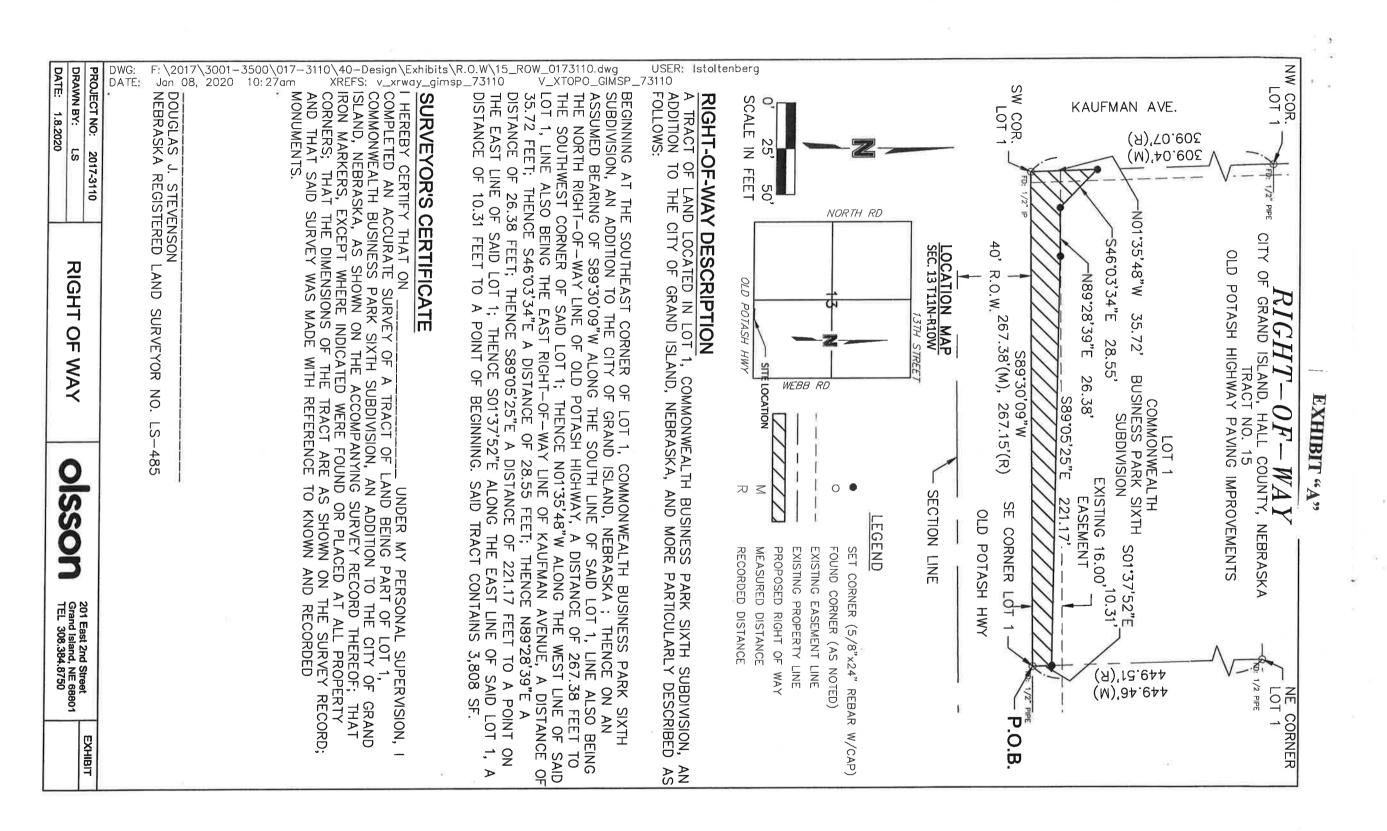
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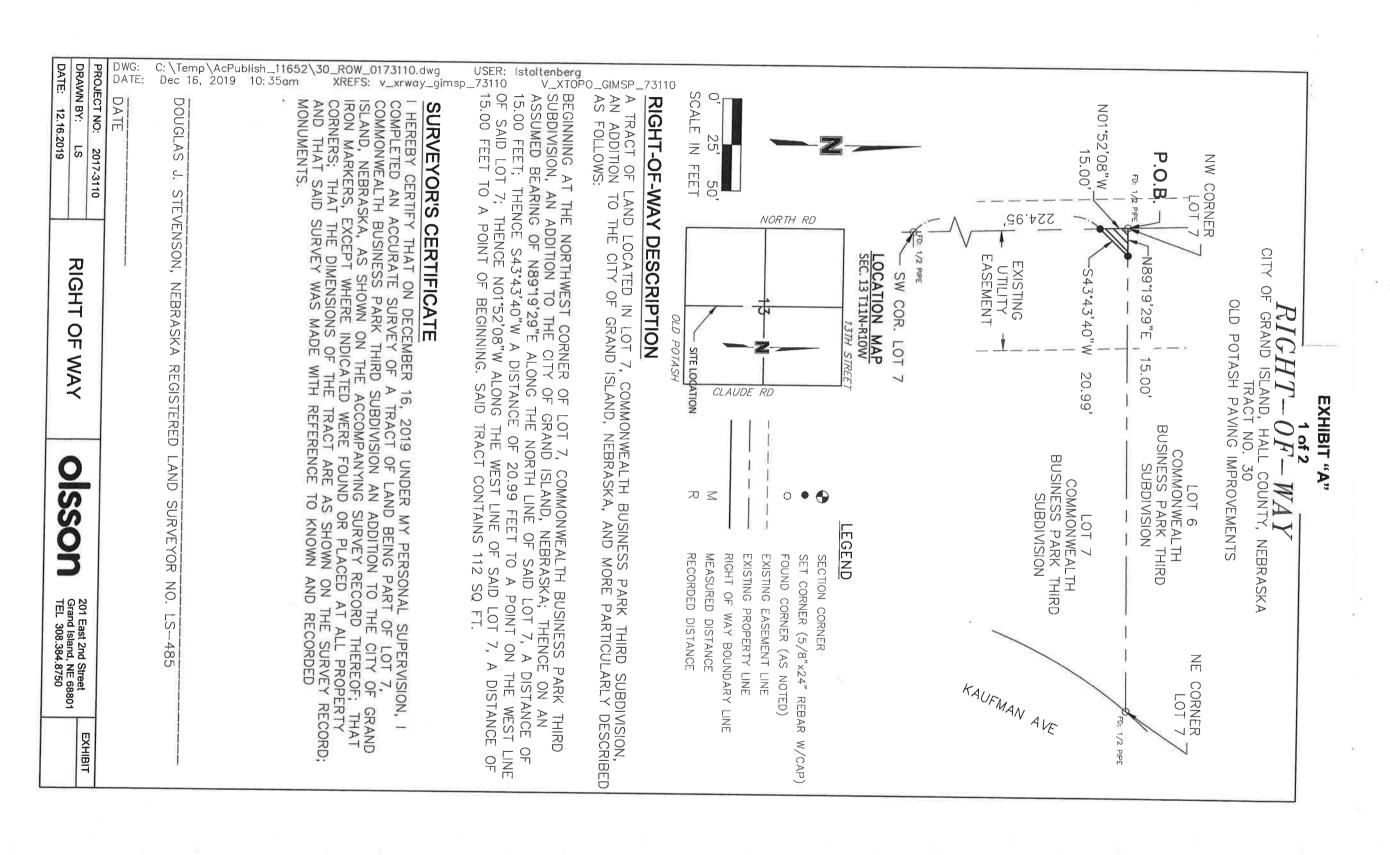
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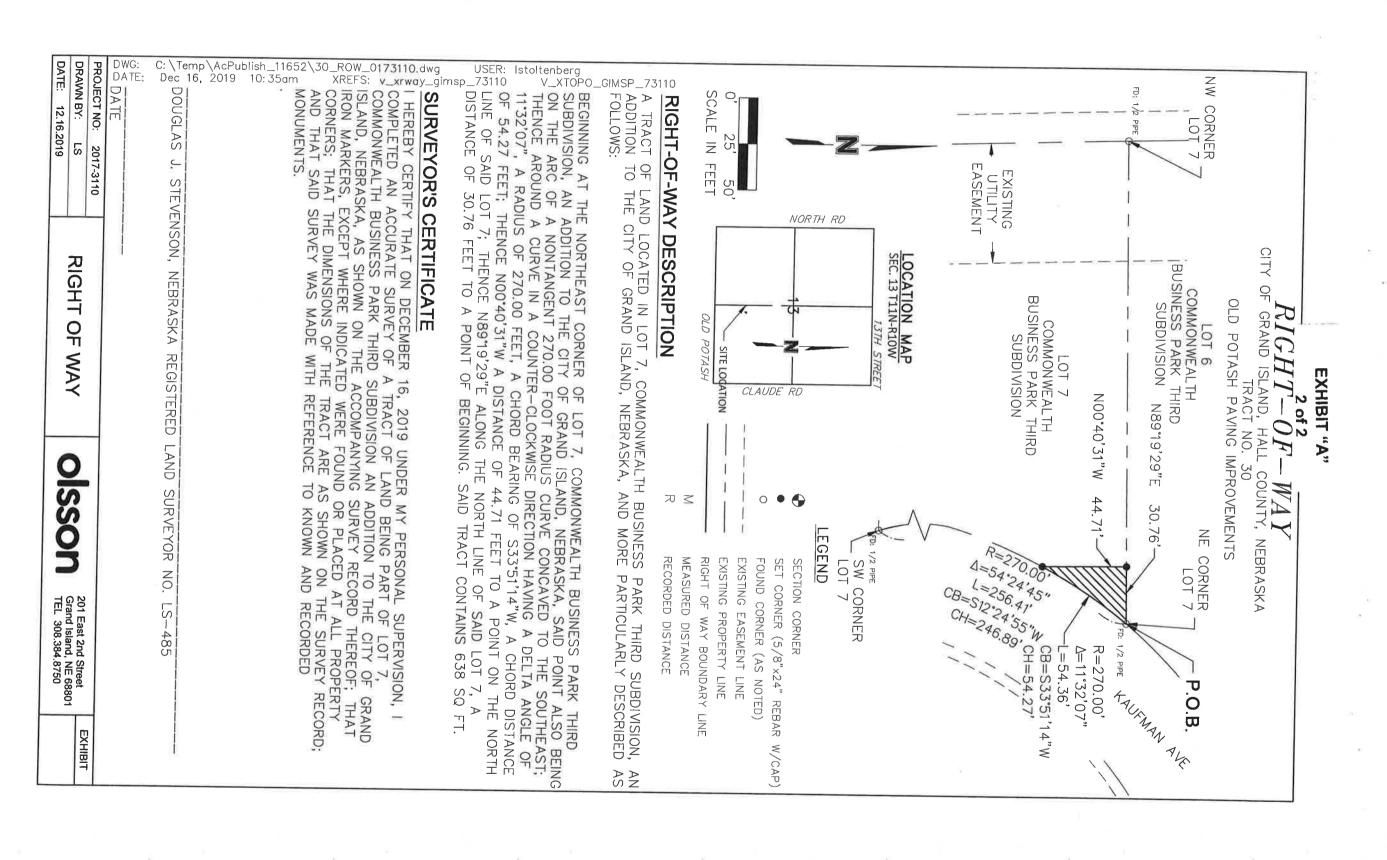
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City of Grand Island

Tuesday, July 14, 2020 Council Session

Item G-8

#2020-160 - Approving Acquisition of Public Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Concord Investments, GNT Properties, Bosselman Pump & Pantry, Inc., Pontious, GStar Investments, Hornady, Levander)

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

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

RESOLUTION 2020-160

WHEREAS, public easements are required by the City of Grand Island, from affected property owners in Old Potash Highway Roadway Improvements; Project No. 2019-P-1 project area:

Property Owner	Legal Description	Amount
Concord Investments, LLC fka Concord Development, LLC	COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE ½) OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M.; THENCE ON AN ASSUMED BEARING N01°38′00″W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, LINE ALSO BEING THE WEST LINE OF A PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 1270.00 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N88°22′00″E ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 90.00 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE S01°38′00″E ALONG THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE N88°22′00″E A DISTANCE OF 144.66 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 52°19′17″, A RADIUS OF 330.00 FEET, A CHORD BEARING OF S65°28′21″E, A CHORD DISTANCE OF 290.99 FEET, AN ARC LENGTH OF 301.35 FEET; THENCE S54°29′42″W A DISTANCE OF 60.16 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 51°28′25″, A RADIUS OF 270.00 FEET, A CHORD BEARING OF N65°53′47″W, A CHORD DISTANCE OF 234.49 FEET, AN ARC LENGTH OF 242.56 FEET; THENCE S88°22′00″W A DISTANCE OF 144.66 FEET TO A POINT ON THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N01°38′00″W A DISTANCE OF 60.00 FEET TO A POINT OF BEGINNING. SAID UTILITY/ACCESS EASEMENT CONTAINS 24,997 SF MORE OR LESS.	\$0.00
GNT Properties, LLC	A PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF LOT 6, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 6,	\$1,000.00

Approved as to Form

July 10, 2020

City Attorney

	WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N88°43'07"E ALONG THE NORTH LINE OF SAID LOT 6, LINE ALSO BEING THE SOUTH ROW LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 46.00 FEET; THENCE \$64°18'31"W A DISTANCE OF 36.30 FEET; THENCE \$88°43'07"W PARALLEL TO AND 15.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 13.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF GOLD ROAD; THENCE N01°05'01"W ALONG THE EAST LINE OF SAID LOT 6, LINE ALSO BEING THE SAID EAST RIGHT-OF-WAY LINE OF GOLD ROAD, A DISTANCE OF 15.00 TO A POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 443 SQ FT MORE OR LESS.	
Bosselman Pump & Pantry, Inc.	A PERMANENT ACCESS EASEMENT LOCATED IN PART OF LOT 1, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 80.00 FEET OF THE WEST 20.00 FEET OF SAID LOT 1, SAID PERMANENT ACCESS EASEMENT CONTAINS 1,600 SQ FT MORE OR LESS.	\$5,600.00
Barbara M Pontious	A PERMANENT DRAINAGE EASEMENT CONSISTING OF PART OF AN UNPLATTED TRACT LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼, SE ¼) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING OF S89°28'09"W ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 290.46 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N01°40'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 40.01 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF PONTIOUS SUBDIVISION, HALL COUNTY, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°40'18"W ALONG THE WEST LINE OF SAID UNPLATTED	\$1,580.00

	N72°41'14"E A DISTANCE OF 30.83 FEET; THENCE S17°18'46"E A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH LINE OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE S72°41'14"W ALONG SAID NORTH LINE, A DISTANCE OF 31.90 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 008°41'06", A RADIUS OF 710.50 FEET, A CHORD BEARING OF S85°07'36"W WITH A CHORD DISTANCE OF 107.59 FEET, AN ARC LENGTH OF 107.70 FEET; THENCE S89°28'09"W PARALLEL TO AND 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 29.00 FEET TO A POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 2,498 SQ FT MORE OR LESS. A UTILITY EASEMENT LOCATED IN LOT 3, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, POINT ALSO BEING ON THE WEST	
GStar Investments, LLC	RIGHT-OF-WAY LINE OF CLAUDE ROAD; THENCE ON AN ASSUMED BEARING OF \$88°44'46"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 10.00 FEET; THENCE N00°57'29"W PARALLEL TO AND 10.00 FEET WEST OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 189.43 TO A POINT OF CURVATURE, POINT ALSO BEING ON THE WESTERLY LINE OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ALONG THE WESTERLY LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, AROUND A CURVE IN A CLOCKWISE DIRECTION WITH A DELTA ANGLE OF 5°31'28", A RADIUS OF 440.00 FEET, A CHORD BEARING OF \$14°35'49"E, A CHORD DISTANCE OF 42.41 FEET, AN ARC LENGTH OF 42.42 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3, POINT ALSO BEING ON THE WEST RIGHT-OF-	\$3,840.00

	WAY LINE OF SAID CLAUDE ROAD; THENCE S00°57'29"E ALONG THE EAST LINE OF SAID LOT 3, LINE ALSO BEING THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 148.17 FEET TO A POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 1,702 SQ FT MORE OR LESS. A PERMANENT ACCESS EASEMENT LOCATED IN PART OF THE NORTH HALF O FHTE NORTHEAST QUARTER (N ½ NE ½), SECTION TWENTY-FOUR (24), TOWNSHIP ELEVEN (11)	
Hornady Family Limited Partnership	NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER (N ¼) CORNER OF SECTION 24; THENCE ON AN ASSUMED BEARING OF N89°28'39"E ALONG THE NORTH LINE OF THE NE ¼ SECTION 24, A DISTANCE OF 725.52 FEET TO THE NORTHWEST CORNER OF ANDERSON THIRD SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE S00°41'32"E A DISTANCE OF 49.05 FEET TO THE SOUTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT SAID POINT ALSO BEING ON THE WEST LINE OF LOT 1 ANDERSON THIRD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°59'35"E ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET; TEHNCE S89°29'28"W A DISTANCE OF 51.95 FEET; THENCE N00°59'38"W A DISTANCE OF 101.29 FEET TO A POINT ON THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY	\$3,300.00
	TRACT; THENCE S89°05'25"E ALONG THE SOUTH OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 51.98 FEET TO A POINT OF BEGINNING. SAID PERMANENT ACCESS EASEMENT CONTAINS 5,228 SQ FT MORE OR LESS. A PERMANENT ACCESS EASEMENT LOCATED IN PART OF LOT 1, COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS	
Brian D. Levander	FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED	\$3,810.00

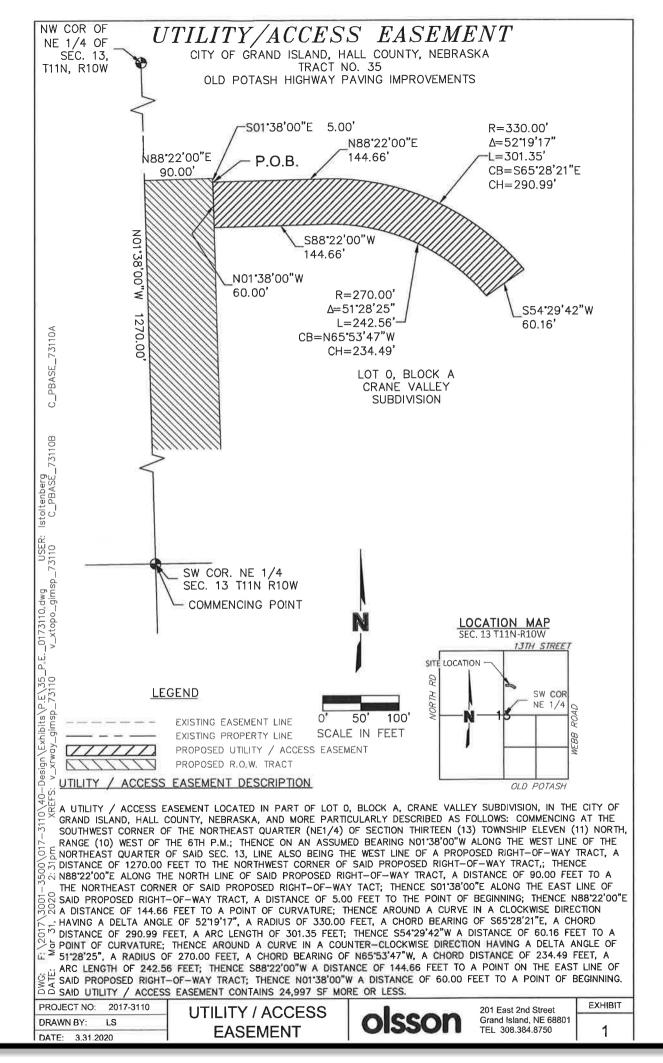
BEARING N01°37'52"W ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.31 FEET TO THE NORTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°05'25"W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 20.02 FEET; THENCE N01°37'52"W PARALLEL TO AND 20.00 FEET WEST OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 65.00 FEET; THENCE S89°05'25"E A DISTANCE OF 20.02 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S01°37'52"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 65.00 FEET TO A POINT OF BEGINNING. SAID PERMANENT EASEMENT CONTAINS 1,300 SF MORE OR LESS.

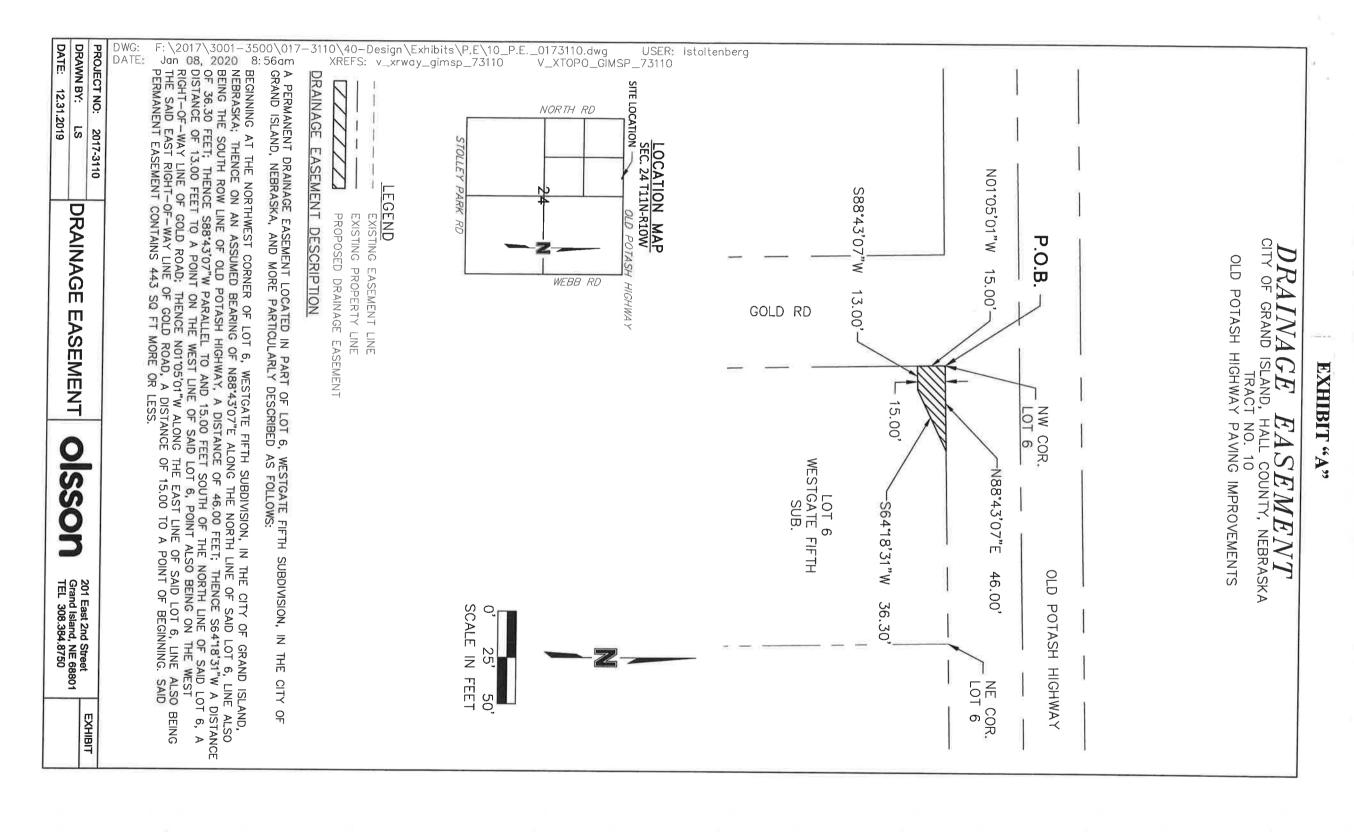
AND

A PERMANENT UTILITY EASEMENT LOCATED IN LOT 1, COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

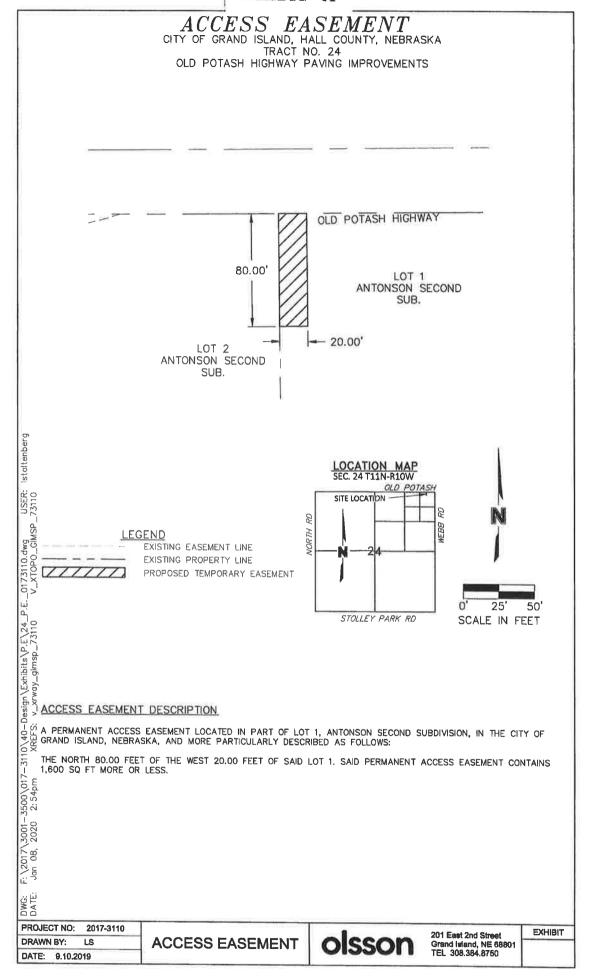
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING N01°37'52"W ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.31 FEET TO THE NORTHEAST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A PROPOSED ACCESS EASEMENT; THENCE N89°05'25"W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 20.02 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED ACCESS EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N89°05'25"W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT A DISTANCE OF 32.53 FEET; THENCE N00°54'35"E A DISTANCE OF 12.00 FEET; THENCE S89°05'25"E A DISTANCE OF 32.00 FEET TO A POINT ON THE WEST LINE OF SAID PROPOSED ACCESS EASEMENT; THENCE S01°37'52"E ALONG THE WEST LINE OF SAID PROPOSED ACCESS EASEMENT A DISTANCE OF 12.01 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY

		TOTAL= \$19,130.0
WHER the City Legal Depart	REAS, agreements public easements have been revment.	iewed and approved b
OF THE CITY OF	THEREFORE, BE IT RESOLVED BY THE MAGRAND ISLAND, NEBRASKA, that the City of to enter into the Agreements for public easements	f Grand Island be, ar
	FURTHER RESOLVED, that the Mayor is hereby ments on behalf of the City of Grand Island.	authorized and directe
Adopted by the City (Council of the City of Grand Island, Nebraska, July	14, 2020.
	Roger G. Steele, May	yor
Attest:		

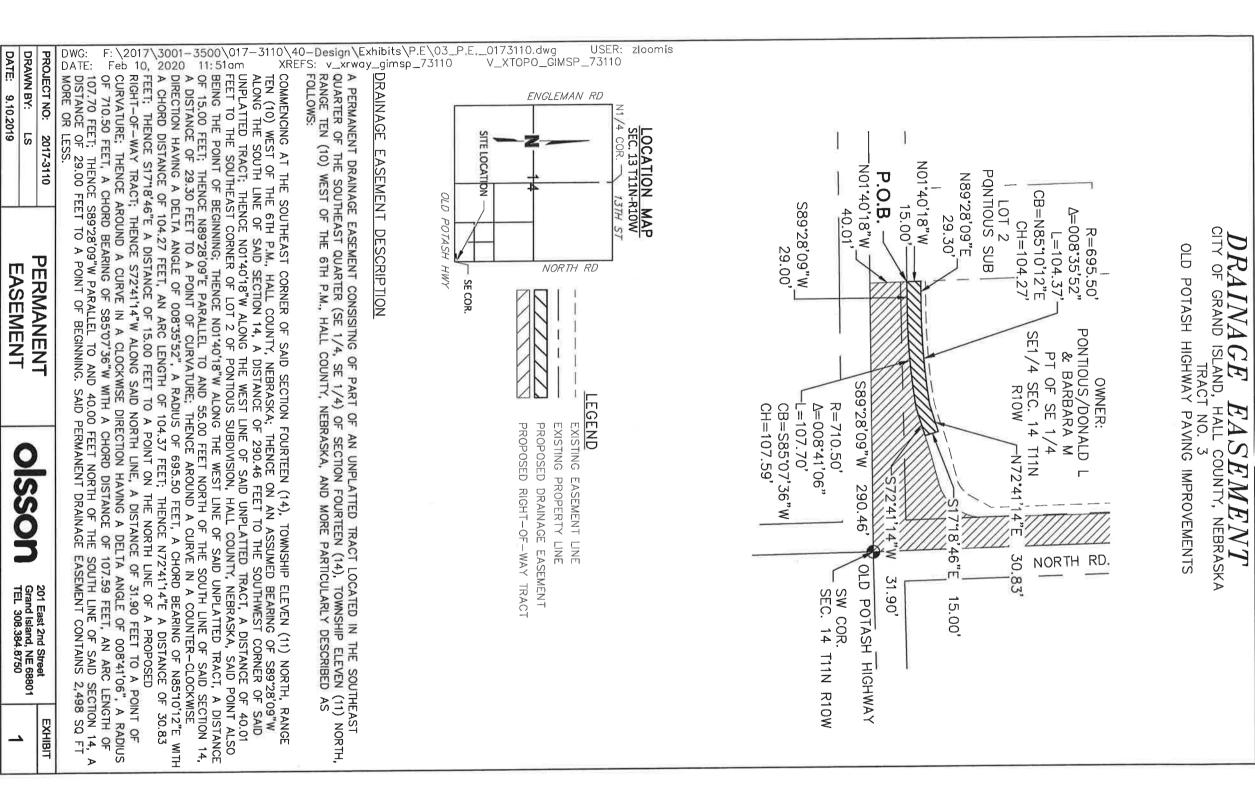


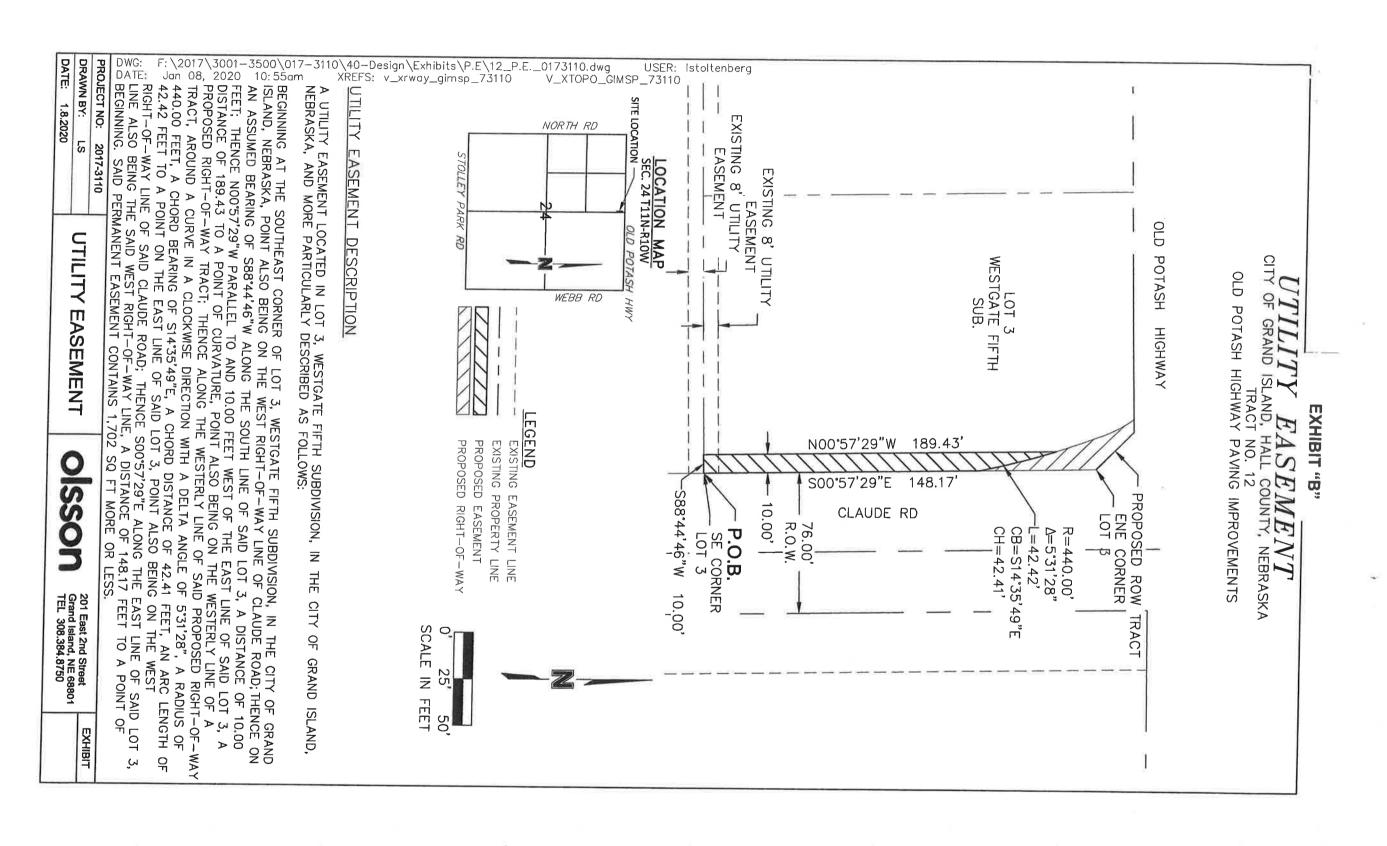


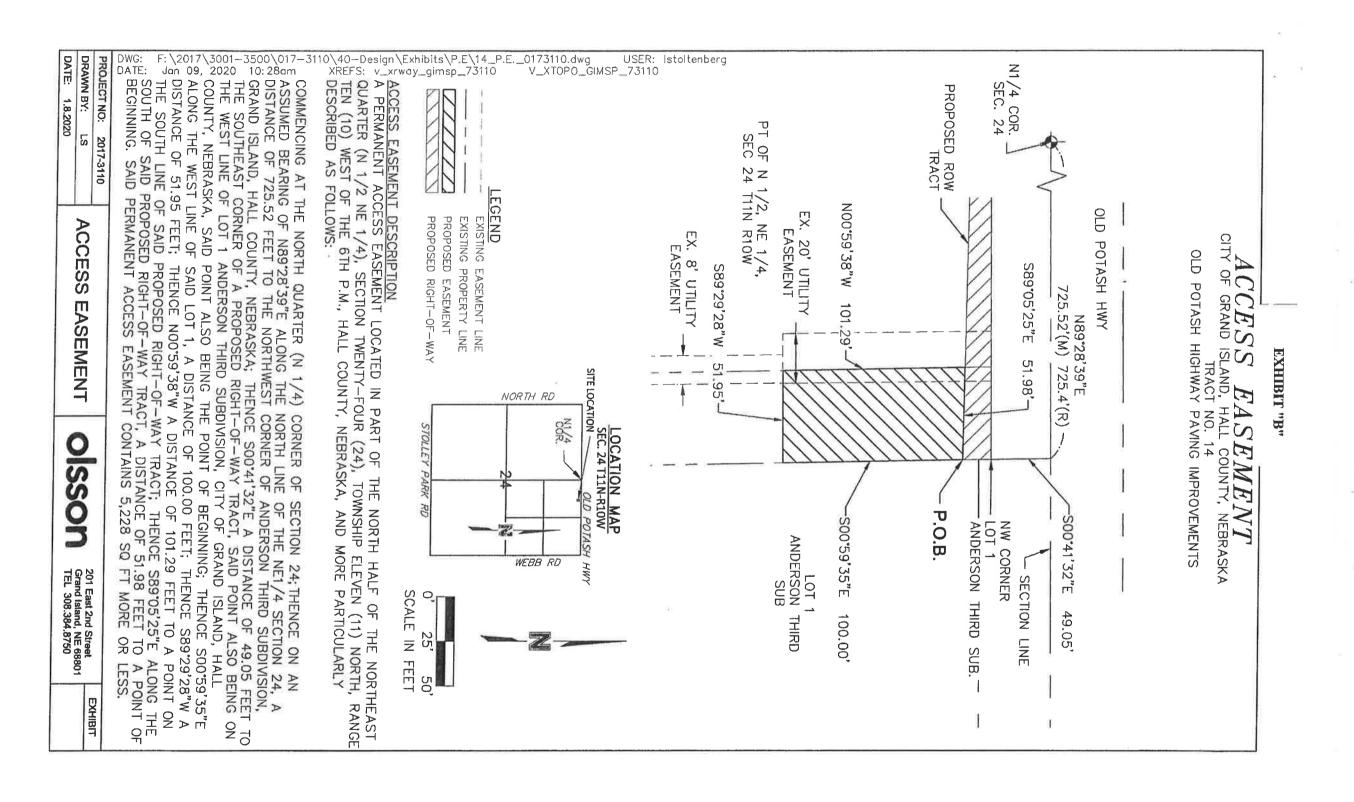
Council Session - 7/14/2020

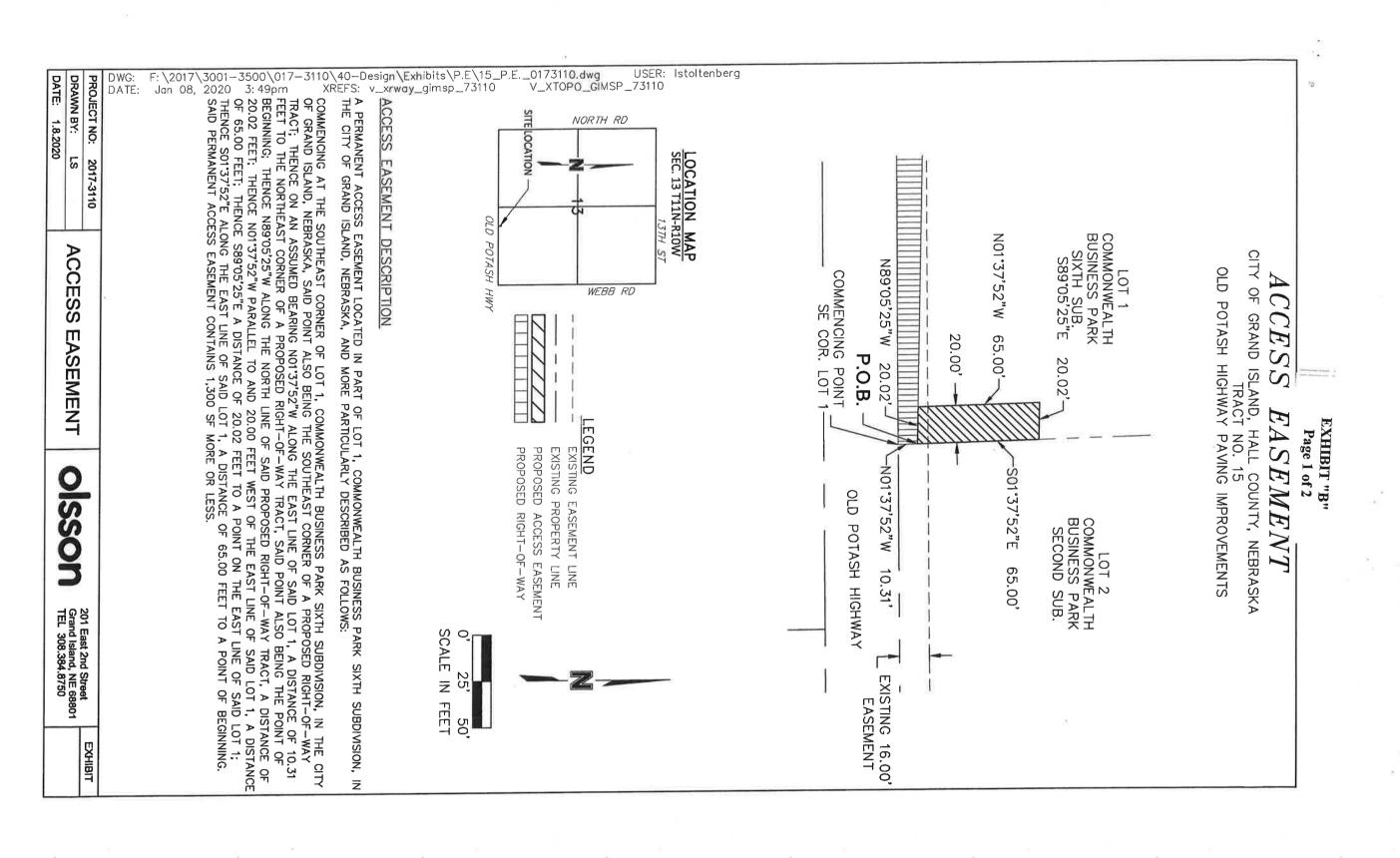


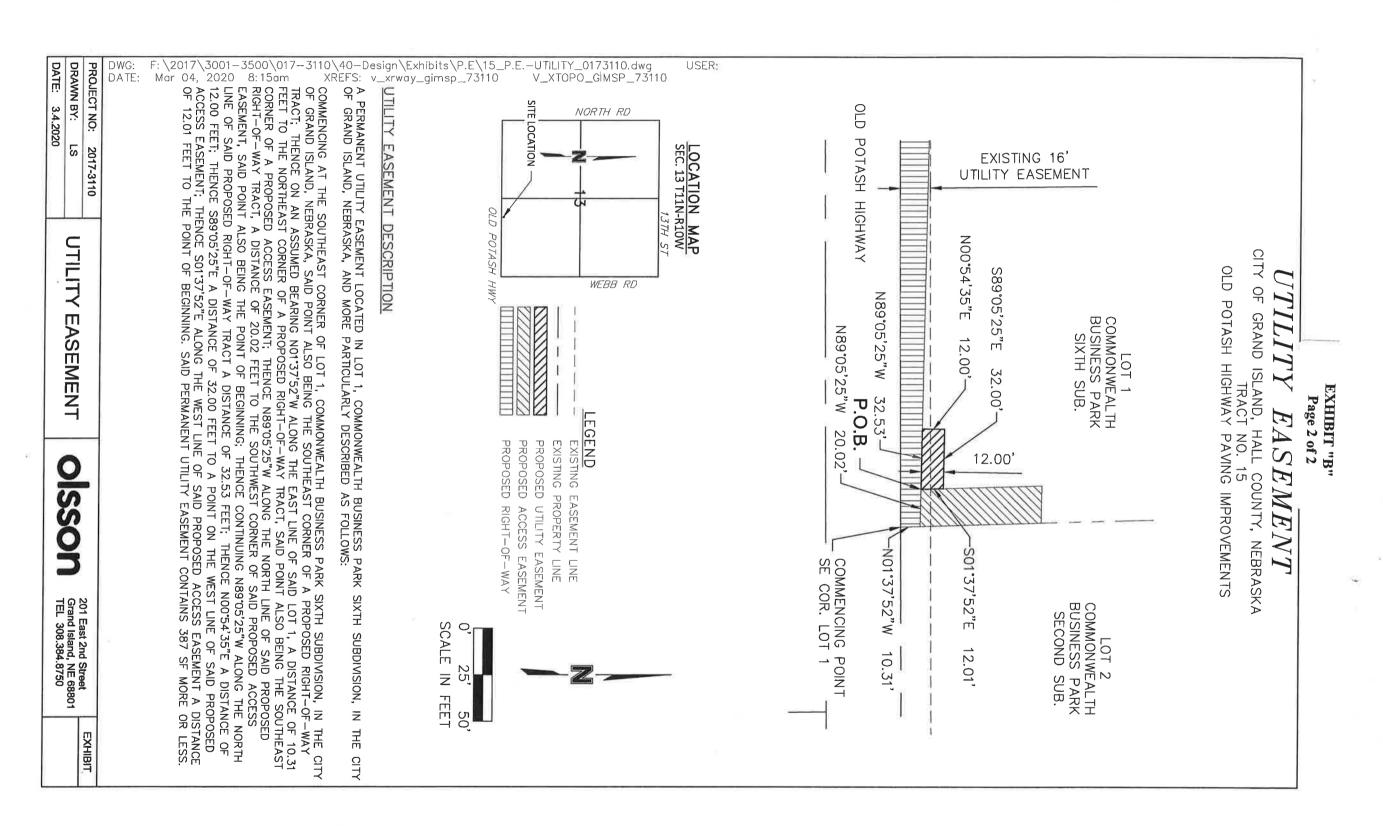














City of Grand Island

Tuesday, July 14, 2020 Council Session

Item G-9

#2020-161 - Approving Temporary Construction Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Barrow, B.K. Fischer, Cummins, GNT Properties, Bosselman Pump & Pantry, Inc., Pontious, GStar Investments, Hornady, Levander)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 14, 2020

Subject: Approving Temporary Construction Easement for Old

Potash Highway Roadway Improvements; Project No. 2019-P-1 (Barrow- 3715 W Old Potash Hwy, Fischer-3809 W Old Potash Hwy, Cummins- 224 Kaufman Ave, GNT Properties, LLC- 3721 W Old Potash Hwy, Bosselman Pump & Pantry, Inc.- 106 S Webb Rd & 3210 W Old Potash Hwy, Pontious- 124 N North Rd, GStar Investments, LLC- 3703 W Old Potash Hwy, Hornady-3625 W Old Potash Hwy, Levander- 3620 W Old Potash

Hwy)

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

Background

The Old Potash Highway Roadway Improvements; Project No. 2019-P-1 is for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

Temporary Construction easements are needed to accommodate the construction activities for Old Potash Highway Roadway Improvements; Project No. 2019-P-1, which must be approved by City Council. The temporary construction easements will allow for the roadway improvements to this area.

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

Discussion

Temporary construction easements are needed for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 to be constructed.

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

Property Owner	Legal Description	Cost
Bradley W. Barrow	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 1, WESTGATE SEVENTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, WESTGATE SEVENTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING \$00°57'47"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 25.00 FEET; THENCE \$88°43'07"W PARALLEL TO AND 25.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 15.00 FEET; THENCE \$000°57'47"W PARALLEL TO AND 15.00 FEET WEST OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE \$88°43'07"W PARALLEL TO AND 15.00 FEET; THENCE \$88°43'07"W PARALLEL TO AND 15.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 135.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE \$000°57'45"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; THENCE \$88°43'07"E ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 2,400 SQ FT MORE OR LESS.	\$1,080.00
B.K. Fischer, LLC	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 10, WESTGATE SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 10, WESTGATE SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N88°54'34"E ALONG THE SOUTH ROW LINE OF OLD POTASH HIGHWAY, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 149.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE S00°58'50"E ALONG THE EAST LINE OF SAID	\$1,730.00

	LOT 10, A DISTANCE OF 27.00 FEET; THENCE S88°54'34"W PARALLEL TO AND 27.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 43.66 FEET; THENCE S00°00'00"E A DISTANCE OF 9.00 FEET; THENCE S88°54'34"W PARALLEL TO AND 36.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 19.94 FEET; THENCE N64°59'46"W A DISTANCE OF 59.11 FEET; THENCE S88°54'34"W PARALLEL TO AND 10.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N00°57'23"W ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 3,454 SQ FT MORE OR LESS. A TEMPORARY EASEMENT LOCATED IN PART OF LOT 7, COMMONWEALTH BUSINESS PARK THIRD	
John S. Cummins and Deann R. Cummins	SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 7, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, POINT ALSO BEING THE NORTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING OF N88°19'29"E ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°19'29"E ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 215.00 FEET TO THE NORTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE S00°40'31"E ALONG THE WEST LINE OF SAID PROPOSED R.O.W. TRACT, A DISTANCE OF 44.71 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED R.O.W. TRACT, SAID POINT ALSO BEING ON THE WEST LINE OF KAUFMAN AVENUE RIGHT-OF-WAY, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE ALONG THE WEST LINE OF SAID KAUFMAN AVENUE RIGHT-OF-WAY, AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 2°17'21", A RADIUS OF 270.00 FEET, A CHORD BEARING OF S26°56'30"W WITH A CHORD DISTANCE OF 10.79 FEET, AN ARCH LENGTH OF 10.79 FEET; THENCE N00°40'31"W A DISTANCE OF 49.27 FEET; THENCE S89°19'29"W PARALLEL TO AND 5.00 FEET; SOUTH OF THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 23.82 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE N01°39'02"W ALONG THE WEST LINE SAID LOT 7, A DISTANCE OF 7.02 FEET TO THE SOUTHWEST	\$430.00

	CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE N43°43°40"E ALONG THE SOUTHEAST LINE OF SAID PROPROSED R.O.W. TRACT, A DISTANCE OF 20.99 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 1,403 SQ FT MORE OR LESS.	
GNT Properties, LLC	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 6, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 6, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING S00°57'45"E ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 15.00 FEET; THENCE S88°43'07"W PARALLEL TO AND 15.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 137.06 FEET TO THE SOUTHEAST CORNER OF A PROPOSED DRAINAGE EASEMENT; THENCE N64°18'31"E ALONG THE EAST LINE OF SAID PROPOSED EASEMENT, A DISTANCE OF 36.30 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6, POINT ALSO BEING THE NORTHEAST CORNER OF SAID PROPOSED DRAINAGE EASEMENT; THENCE N88°43'07"E ALONG THE NORTH LINE OF SAID LOT 6, LINE ALSO BEING THE SOUTH ROW LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 104.09 TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS	\$1,220.00
Bosselman Pump & Pantry, Inc.	1,809 SQ FT MORE OR LESS. A TEMPORARY EASEMENT LOCATED IN PART OF LOT 1, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; THENCE ON AN ASSUMED BEARING OF S45°59'52"E ALONG THE NORTHEAST LINE OF SAID LOT 1, A DISTANCE OF 30.00 FEET; THENCE N86°33'13"W A DISTANCE OF 159.54 FEET; THENCE N86°33'13"W A DISTANCE OF 159.54 FEET; THENCE S89°28'48"W PARALLEL TO AND 10.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 145.00 FEET; THENCE S00°31'16"E PARALLEL TO AND 30.00 FEET EAST OF THE WEST LINE OF SAID LOT 1, A DISTANCE OF 85.00 FEET; THENCE S89°28'48"W A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE	\$9,640.00

 $N00^{\circ}31'16"W$ ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER

	OF A DRODOGED ACCEDE BACEAUS THERESE	
	OF A PROPOSED ACCESS EASEMENT; THENCE N89°28'48"E ALONG THE SOUTH LINE OF SAID ACCESS EASEMENT, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID ACCESS EASEMENT; THENCE N00°31'16"W PARALLEL TO AND 20.00 FEET EAST OF THE WEST LINE OF SAID LOT 1, LINE ALSO BEING THE EAST LINE OF SAID ACCESS EASEMENT, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH	
	LINE OF SAID LOT 1, POINT ALSO BEING ON THE SAID SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, POINT ALSO BEING THE NORTHEAST CORNER OF SAID ACCESS EASEMENT; THENCE N89°28'48"E ALONG THE NORTH LINE OF SAID LOT 1, LINE ALSO BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY A DISTANCE OF 292.77	
	FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 4,945 SQ FT MORE OR LESS. AND	
	A TEMPORARY EASEMENT LOCATED IN PART OF LOTS 4 & 5, DRD SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:	
	BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; THENCE ON AN ASSUMED BEARING OF S89°50'33"W ALONG THE SOUTH	
	LINE OF SAID LOTS 4 & 5, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID OLD POTASH HIGHWAY, A DISTANCE OF 221.19 FEET; THENCE N00°09'27"W A DISTANCE OF 14.00 FEET; THENCE N89°50'33"E PARALLEL TO AND 14.00 FEET NORTH OF THE SOUTH	
	LINE OF SAID LOTS 4 & 5, A DISTANCE OF 220.89 FEET TO A POINT ON THE EAST LINE OF SAID LOT 5; THENCE S01°23'57"E ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 3,095 SQ FT	
	MORE OR LESS.	
Barbara M. Pontious	A TEMPORARY EASEMENT CONSISTING OF PART OF AN UNPLATTED TRACT LOCATED IN SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼, SE ¼) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICLUARLY DESCRIBED AS FOLLOWS:	\$1,470.00
	COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING OF S89°28'09"W ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 290.46 FEET TO THE	

SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N01°40'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 55.01 FEET TO THE NORTHWEST CORNER OF A PROPOSED DRAINAGE EASEMENT, POINT ALSO BEING THE POINT OF BEGINNING: THENCE N01°40'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 5.00 FEET ;THENCE N89°28'09"E PARALLEL TO AND 60.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 14. A DISTANCE OF 29.40 FEET TO A POINT OF CURVATURE: THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 008°34'06", A RADIUS OF 690.50 FEET, A CHORD BEARING OF N85°11'06"E WITH A CHORD DISTANCE OF 103.16 FEET. AN ARC LENGTH OF 103.26 FEET; THENCE N72°41'14"E A DISTANCE OF 52.11 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 002°49'47", A RADIUS OF 685.00 FEET, A CHORD BEARING OF N75°10'05"E WITH A CHORD DISTANCE OF 33.83 FEET, AN ARC LENGTH OF 33.83 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 043°28'43", A RADIUS OF 30.00 FEET, A CHORD BEARING OF N52°00'50"E WITH A CHORD DISTANCE OF 22.22 FEET, AN ARC LENGTH OF 22.77 FEET; THENCE N30°16'29"E A DISTANCE OF 26.40 FEET; THENCE N01°40'18"W A DISTANCE OF 170.37 FEET; THENCE N17°18'50"W A DISTANCE OF 25.96 FEET; THENCE N01°40'18"W A DISTANCE OF 102.54 FEET TO A POINT ON THE NORTH LINE OF SAID UNPLATTED TRACT; THENCE N89°33'28"E ALONG SAID NORTH LINE, A DISTANCE OF 17.00 FEET TO A NORTHERLY CORNER OF A PROPOSED RIGHT-OF-WAY TRACT: THENCE S01°40'18"E ALONG A WESTERLY LINE OF SAID RIGHT-OF-WAY TRACT, A DISTANCE OF 311.62 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 066°44'39", A RADIUS OF 50.00 FEET, A CHORD BEARING OF S40°22'52"W WITH A CHORD DISTANCE OF 55.01 FEET. AN ARCH LENGTH OF 58.25 FEET; THENCE S75°08'25"W A DISTANCE OF 34.13 FEET THE SOUTHEAST CORNER OF SAID PROPOSED DRAINAGE EASEMENT; N17°18'46"W A DISTANCE OF 15.00 FEET: THENCE S72°41'14"W A DISTANCE OF 30.83 FEET TO A POINT OF CURVATURE; THENCE ALONG A NORTHERLY CURVE OF SAID PROPOSED EASEMENT AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 008°35'52", A RADIUS OF 695.50 FEET, A CHORD BEARING OF S85°10'12"W WITH A CHORD DISTANCE OF 104.27 FEET, AN ARC LENGTH OF 104.37 FEET; THENCE

S89°28'09"W ALONG THE NORTH LINE OF SAID PROPOSED EASEMENT, A DISTANCE OF 29.30 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 6,800 SO FT MORE OR LESS.

A TEMPORARY EASEMENT LOCATED IN PART OF LOTS 3 & 4, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, WESTGATE FIFTH SUBDIVISION. IN THE CITY OF GRAND ISLAND, NEBRASKA, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY: THENCE ON AN ASSUMED BEARING OF N88°43'07"E ALONG THE NORTH LINE OF SAID LOTS 3 AND 4. LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 273.16 FEET TO A POINT OF CURVATURE. POINT ALSO BEING THE NORTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ALONG THE WEST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT. AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 16°17'48", A RADIUS OF 65.00 FEET, A CHORD BEARING OF S28°57'00"E, A CHORD DISTANCE OF 18.43 FEET, AN ARC LENGTH OF 18.49 FEET TO A POINT OF CONTINUED CURVATURE; THENCE CONTINUING ALONG THE WEST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 3°26'33", A RADIUS OF 440.00 FEET, A CHORD BEARING OF S19°04'49"E, A CHORD DISTANCE OF 26.43 FEET, AN ARC LENGTH OF 26.44 FEET TO THE NORTHWEST CORNER OF A PROPOSED UTILITY EASEMENT: THENCE S00°57'29"E ALONG THE WEST LINE OF SAID PROPOSED UTILITY EASEMENT, LINE ALSO PARALLEL TO AND 10.00 FEET WEST OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 159.84 FEET; THENCE S89°02'31"W A DISTANCE OF 23.50 FEET: THENCE N00°57'29"W PARALLEL TO AND 33.50 FEET WEST OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 55.98 FEET; THENCE N89°02'31"W A DISTANCE OF 5.00 FEET; THENCE N00°57'29"W PARALLEL TO AND 28.50 FEET WEST OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 114.24 FEET; THENCE S88°43'07"W PARALLEL TO AND 31.00 FEET SOUTH OF THE NORTH LINE OF SAID LOTS 3 & 4. A DISTANCE OF 126.52 FEET: THENCE N00°57'49"W A DISTANCE OF 6.00 FEET; THENCE S88°43'07"W PARALLEL

\$23,000.00

GStar Investments, LLC

TO AND 25.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 145.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE N00°57'47"W ALONG

THE WEST LINE OF SAID LOT 4, A DISTANCE OF 25.00 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 11,250 SQ FT MORE OR LES.

A TEMPORARY EASEMENT LOCATED IN PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N ½, NE ¼), SECTION TWENTY-FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING NORTH 1/4 CORNER OF SECTION 24. THENCE ON AN ASSUMED BEARING N89°28'39"E ALONG THE NORTH LINE OF SAID NE 1/4 OF SECTION 24, A DISTANCE OF 33.00 FEET; THENCE S00°57'37"E A DISTANCE OF 73.00 FEET TO THE SOUTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N64°29'23"E ALONG THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 69.83 FEET; THENCE N89°28'39"E PARALLEL TO AND 43.50 FEET SOUTH OF THE NORTH LINE OF SAID NE 1/4 OF SECTION 24, SAID LINE ALSO BEING THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 406.93 FEET; THENCE S89°05'25"E ALONG THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 169.96 FEET TO THE NORTHWEST CORNER OF A PROPOSED ACCESS EASEMNT; THENCE S00°59'38"E ALONG THE WEST LINE OF SAID PROPOSED ACCESS EASEMENT, A DISTANCE OF 41.25 FEET; THENCE S89°28'39"W PARALLEL TO AND 89.00 FEET SOUTH OF THE NORTH LINE OF SAID NE 1/4 OF SECTION 24, A

DISTANCE OF 67.54 FEET; THENCE N00°31'21"W A

PARALLEL TO AND 73.00 FEET SOUTH OF THE NORTH LINE OF NE ¼ OF SECTION 24, A DISTANCE OF 132.50 FEET; THENCE N00°31'21"W A DISTANCE OF 18.00 FEET; THENCE S89°28'39"W PARALLEL TO AND 55.00 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 24, A DISTANCE OF 167.50 FEET; THENCE S00°31'21"E A

PARALLEL TO AND 73.00 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 24, A DISTANCE OF 207.94 FEET; THENCE S00°57'35"E PARALLEL TO AND 65.00 EAST OF THE EAST RIGHT-OF-WAY LINE OF CLAUDE ROAD, A DISTANCE OF 25.50 FEET; THENCE S89°28'39"W PARALLEL TO AND 98.50 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 24, A

16.00 FEET; THENCE

THENCE

THENCE

DISTANCE OF

DISTANCE OF

DISTANCE OF 18.00 FEET;

Hornady Family Limited Partnership

\$70,740.00

S89°28'39"W

S89°28'39"W

S00°57'35"E

30.00 FEET;

PARALLEL TO AND 35.00 FEET EAST OF SAID EAST

	RIGHT-OF-WAY LINE OF CLAUDE, A DISTANCE OF 71.12	
	FEET; THENCE N89°02'25"E A DISTANCE OF 10.00 FEET; THENCE S00°57'35"E PARALLEL TO AND 45.00 FEET EAST	
	OF THE EAST RIGHT-OF-WAY LINE OF SAID CLAUDE	
	ROAD, A DISTANCE OF 42.00 FEET; THENCE S89°02'25"W	
	A DISTANCE OF 45.00 FEET TO A POINT ON THE EAST	
	RIGHT-OF-WAY LINE OF SAID CLAUDE ROAD; THENCE	
	N00°57'35"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CLAUDE ROAD, A DISTANCE OF 138.89 FEET TO	
	THE POINT OF BEGINNING. SAID TEMPORARY	
	EASEMENT CONTAINS 21,698 SQ FT MORE OR LESS.	
	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 1,	
	COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE	
	PARTICULARLY DESCRIBED AS FOLLOWS:	
	COMMENCING AT THE SOUTHEAST CORNER OF LOT 1;	
	THENCE ON AN ASSUMED BEARING N01°37'52"W ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 75.31	
	FEET TO THE NORTHEAST CORNER OF A PROPOSED	
	ACCESS EASEMENT, POINT ALSO BEING THE POINT OF	
	BEGINNING; THENCE N89°05'25"W ALONG THE NORTH	
	LINE OF SAID PROPOSED ACCESS EASEMENT, A	
	DISTANCE OF 20.02 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED EASEMENT; THENCE S01°37'52"E	
	PARALLEL TO AND 20.00 FEET WEST OF THE EAST LINE	
	OF SAID LOT 1, LINE ALSO BEING THE WEST LINE OF	
	SAID PROPOSED ACCESS EASEMENT, A DISTANCE OF	
	65.00 FEET TO THE SOUTHWEST CORNER OF SAID	
	PROPOSED ACCESS EASEMENT, POINT ALSO BEING ON THE NORTH LINE OF A PROPOSED RIGHT-OF-WAY	
Brian D. Levander	TRACT; THENCE N89°05'25"W ALONG A NORTH LINE OF	\$26,660.00
	SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF	
	201.15 FEET TO A NORTHERLY CORNER OF SAID	
	PROPOSED RIGHT-OF-WAY TRACT; THENCE S89°28'39"W	
	ALONG A NORTHELRY LINE OF SAID PROPOSED RIGHT- OF-WAY TRACT, A DISTANCE OF 26.38 FEET TO A	
	NORTHERLY CORNER OF SAID PROPOSED RIGHT-OF-	
	WAY TRACT; THENCE N46°03'34"W ALONG A	
	NORTHERLY LINE OF SAID PROPOSED RIGHT-OF-WAY	
	TRACT, A DISTANCE OF 28.55 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT	
	SAID POINT ALSO BEING ON THE WEST LINE OF SAID	
	LOT 1; THENCE N01°35'48"W ALONG THE WEST LINE OF	
	SAID LOT 1, A DISTANCE OF 119.09 FEET; THENCE	
	N88°24'12"E A DISTANCE OF 10.00 FEET; THENCE	
	S01°35'48"E PRALLEL TO AND 10.00 FEET EAST OF THE WEST LINE OF SAID LOT 1, A DISTANCE OF 115.00 FEET;	
	THENCE S46°03'34"E A DISTANCE OF 19.55 FEET; THENCE	
	S89°05'25"E A DISTANCE OF 128.38 FEET; THENCE	
	N00°54'35"E A DISTANCE OF 25.00 FEET; THENCE	

S89°05'25"E A DISTANCE OF 59.32 FEET; THENCE N01°37'52"W A DISTANCE OF 47.98 FEET; THENCE N88°48'38"E A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S01°37'52"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 8,143 SF MORE OR LESS.

Total= \$135,970.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easements between the City of Grand Island and the affected property owners for Old Potash Highway Roadway Improvements; Project No. 2019-P-1, in the total amount of \$135,970.00.

Sample Motion

Move to approve the temporary construction easements.

RESOLUTION 2020-161

WHEREAS, temporary construction easements are required by the City of Grand Island, from affected property owners in Old Potash Highway Roadway Improvements; Project No. 2019-P-1 project area:

Property Owner	Legal Description	Cost
Bradley W. Barrow	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 1, WESTGATE SEVENTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, WESTGATE SEVENTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING S00°57'47"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 25.00 FEET; THENCE S88°43'07"W PARALLEL TO AND 25.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 15.00 FEET; THENCE N00°57'47"W PARALLEL TO AND 15.00 FEET WEST OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE S88°43'07"W PARALLEL TO AND 15.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 135.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE N00°57'45"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; THENCE N88°43'07"E ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT	\$1,080.00
B.K. Fischer, LLC	CONTAINS 2,400 SQ FT MORE OR LESS. A TEMPORARY EASEMENT LOCATED IN PART OF LOT 10, WESTGATE SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 10, WESTGATE SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N88°54'34"E ALONG THE SOUTH ROW LINE OF OLD POTASH HIGHWAY, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 149.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE S00°58'50"E ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 27.00 FEET; THENCE S88°54'34"W PARALLEL TO AND 27.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 43.66 FEET; THENCE S00°00'00"E A DISTANCE OF 9.00 FEET; THENCE S88°54'34"W PARALLEL TO AND 36.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 19.94 FEET; THENCE N64°59'46"W A DISTANCE OF 59.11 FEET; THENCE S88°54'34"W PARALLEL TO AND 10.00 FEET SOUTH	\$1,730.00

Approved as to Form
July 10, 2020

City Attorney

LESS. A TEMPORARY EASEMENT LOCATED IN PART OF LOT 6,	John S. Cummins and Deann R. Cummins	OF THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N00°57′23″W ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 3,454 SQ FT MORE OR LESS. A TEMPORARY EASEMENT LOCATED IN PART OF LOT 7, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 7, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, POINT ALSO BEING THE NORTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ON AN ASSUMED BEARING OF N88°19′29″E ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°19′29″E ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 15.00 FEET TO THE NORTHENCE N89°19′29″E ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 215.00 FEET TO THE NORTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE S00°40″31″E ALONG THE WEST LINE OF SAID PROPOSED R.O.W. TRACT, A DISTANCE OF 44.71 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED R.O.W. TRACT, A DISTANCE OF 44.71 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED R.O.W. TRACT, A DISTANCE OF 44.71 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED R.O.W. TRACT, SAID POINT ALSO BEING ON THE WEST LINE OF KAUFMAN AVENUE RIGHT-OF-WAY, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE ALONG THE WEST LINE OF SAID KAUFMAN AVENUE RIGHT-OF-WAY, AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 20°17′21″, A RADIUS OF 270.00 FEET, A CHORD BEARING OF S26°56°30″W WITH A CHORD DISTANCE OF 10.79 FEET, AN ARCH LENGTH OF 10.79 FEET; THENCE N00°40′31″W A DISTANCE OF 49.27 FEET; THENCE S89°19′29″W PARALLEL TO AND 5.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7, THENCE N01°39°02″W ALONG THE WEST LINE OF SAID LOT 7, THENCE N01°39°02″W ALONG THE WEST LINE OF SAID LOT 7, THENC	\$430.00
WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: \$1,220.00	GNT Properties, LLC	TEMPORARY EASEMENT CONTAINS 1,403 SQ FT MORE OR LESS. A TEMPORARY EASEMENT LOCATED IN PART OF LOT 6, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED	\$1,220.00

	IGLAND MEDDAGIA THENGE ON AN AGGINED BEADING	
	ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING S00°57'45"E ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 15.00 FEET; THENCE S88°43'07"W PARALLEL TO AND 15.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 137.06 FEET TO THE SOUTHEAST CORNER OF A PROPOSED DRAINAGE EASEMENT; THENCE N64°18'31"E ALONG THE EAST LINE OF SAID PROPOSED EASEMENT, A DISTANCE OF 36.30 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6, POINT ALSO BEING THE NORTHEAST CORNER OF SAID PROPOSED DRAINAGE EASEMENT; THENCE N88°43'07"E ALONG THE NORTH LINE OF SAID LOT 6, LINE ALSO BEING THE SOUTH ROW LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 104.09 TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 1,809 SQ FT MORE OR LESS.	
Bosselman Pump & Pantry, Inc.	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 1, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; THENCE ON AN ASSUMED BEARING OF \$45°59'52"E ALONG THE NORTHEAST LINE OF SAID LOT 1, A DISTANCE OF 30.00 FEET; THENCE N86°33'13"W A DISTANCE OF 159.54 FEET; THENCE \$89°28'48"W PARALLEL TO AND 10.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 145.00 FEET; THENCE \$80°28'48"W PARALLEL TO AND 30.00 FEET EAST OF THE WEST LINE OF SAID LOT 1, A DISTANCE OF 85.00 FEET; THENCE \$89°28'48"W A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF A PROPOSED ACCESS EASEMENT; THENCE N89°28'48"E ALONG THE SOUTH LINE OF SAID ACCESS EASEMENT; THENCE N89°28'48"E ALONG THE SOUTH LINE OF SAID ACCESS EASEMENT, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID ACCESS EASEMENT; THENCE N00°31'16"W PARALLEL TO AND 20.00 FEET EAST OF THE WEST LINE OF SAID LOT 1, LINE ALSO BEING THE EAST LINE OF SAID ACCESS EASEMENT, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, POINT ALSO BEING ON THE SAID SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, POINT ALSO BEING THE NORTHEAST CORNER OF SAID ACCESS EASEMENT; THENCE N89°28'48"E ALONG THE NORTHE LINE OF SAID LOT 1, LINE ALSO BEING THE NORTHEAST CORNER OF SAID ACCESS EASEMENT; THENCE N89°28'48"E ALONG THE NORTH LINE OF SAID LOT 1, LINE ALSO BEING THE NORTHEAST CORNER OF SAID ACCESS EASEMENT; THENCE N89°28'48"E ALONG THE NORTH LINE OF SAID LOT 1, LINE ALSO BEING THE NORTHEAST CORNER OF SAID ACCESS EASEMENT; THENCE N89°28'48"E ALONG THE NORTH LINE OF SAID LOT 1, LINE ALSO BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY A DISTANCE OF 292.77 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 4,945 SQ FT MORE OR LESS. AND A TEMPORARY EASE	\$9,640.00

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	DRD SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; THENCE ON AN ASSUMED BEARING OF \$89°50'33"W ALONG THE SOUTH LINE OF SAID LOTS 4 & 5, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID OLD POTASH HIGHWAY, A DISTANCE OF 221.19 FEET; THENCE N00°09'27"W A DISTANCE OF 14.00 FEET; THENCE N89°50'33"E PARALLEL TO AND 14.00 FEET NORTH OF THE SOUTH LINE OF SAID LOTS 4 & 5, A DISTANCE OF 220.89 FEET TO A POINT ON THE EAST LINE OF SAID LOT 5; THENCE \$01°23'57"E ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 3,095 SQ FT MORE OR LESS.	
Barbara M. Pontious	A TEMPORARY EASEMENT CONSISTING OF PART OF AN UNPLATTED TRACT LOCATED IN SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼, SE ¼) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICLUARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING OF S89°28'09"W ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 290.46 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N01°40'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 55.01 FEET TO THE NORTHWEST CORNER OF A PROPOSED DRAINAGE EASEMENT, POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°40'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT, A DISTANCE OF 5.00 FEET; THENCE N89°28'09"E PARALLEL TO AND 60.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 29.40 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 008°34'06", A RADIUS OF 690.50 FEET, A CHORD BEARING OF N85°11'06"E WITH A CHORD DISTANCE OF 103.16 FEET, AN ARC LENGTH OF 103.26 FEET; THENCE N72°41'14"E A DISTANCE OF 52.11 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 685.00 FEET, A CHORD BEARING OF N75°10'05"E WITH A CHORD DISTANCE OF 33.83 FEET, AN ARC LENGTH OF OBSA'34", A RADIUS OF 30.00 FEET, A CHORD BEARING OF N75°10'05"E WITH A CHORD DISTANCE OF 52.22 FEET, AN ARC LENGTH OF 22.77 FEET; THENCE OF 22.22 FEET, AN ARC LENGTH OF 22.77 FEET; THENCE OF 22.22 FEET, AN ARC LENGTH OF 22.77 FEET; THENCE OF 22.22 FEET, AN ARC LENGTH OF 22.77 FEET; THENCE OF 22.22 FEET, AN ARC LENGTH OF 22.77 FEET; THENCE	\$1,470.00

Page 177 / 196

	N30°16'29"E A DISTANCE OF 26.40 FEET; THENCE N01°40'18"W A DISTANCE OF 170.37 FEET; THENCE N17°18'50"W A DISTANCE OF 25.96 FEET; THENCE N01°40'18"W A DISTANCE OF 102.54 FEET TO A POINT ON THE NORTH LINE OF SAID UNPLATTED TRACT; THENCE N89°33'28"E ALONG SAID NORTH LINE, A DISTANCE OF 17.00 FEET TO A NORTHERLY CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE S01°40'18"E ALONG A WESTERLY LINE OF SAID RIGHT-OF- WAY TRACT, A DISTANCE OF 311.62 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 066°44'39", A RADIUS OF 50.00 FEET, A CHORD BEARING OF S40°22'52"W WITH A CHORD DISTANCE OF 55.01 FEET, AN ARCH LENGTH OF 58.25 FEET; THENCE S75°08'25"W A DISTANCE OF 34.13 FEET THE SOUTHEAST CORNER OF SAID PROPOSED DRAINAGE EASEMENT; THENCE N17°18'46"W A DISTANCE OF 15.00 FEET; THENCE S72°41'14"W A DISTANCE OF 30.83 FEET TO A POINT OF CURVATURE; THENCE ALONG A NORTHERLY CURVE OF SAID PROPOSED EASEMENT AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 008°35'52", A RADIUS OF 695.50 FEET, A CHORD BEARING OF S85°10'12"W WITH A CHORD DISTANCE OF 104.27 FEET, AN ARC LENGTH OF 104.37 FEET; THENCE S89°28'09"W ALONG THE NORTH LINE OF SAID PROPOSED EASEMENT, A DISTANCE OF 29.30 FEET TO A POINT OF BEGINNING. SAID	
	TEMPORARY EASEMENT CONTAINS 6,800 SQ FT MORE OR LESS. A TEMPORARY EASEMENT LOCATED IN PART OF LOTS 3 & 4,	
GStar Investments, LLC	WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 4, WESTGATE FIFTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY; THENCE ON AN ASSUMED BEARING OF N88°43'07"E ALONG THE NORTH LINE OF SAID LOTS 3 AND 4, LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 273.16 FEET TO A POINT OF CURVATURE, POINT ALSO BEING THE NORTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE ALONG THE WEST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 16°17'48", A RADIUS OF 65.00 FEET, A CHORD BEARING OF \$28°57'00"E, A CHORD DISTANCE OF 18.43 FEET, AN ARC LENGTH OF 18.49 FEET TO A POINT OF CONTINUED CURVATURE; THENCE CONTINUING ALONG THE WEST LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 3°26'33", A RADIUS OF 440.00 FEET, A CHORD BEARING OF \$19°04'49"E, A CHORD DISTANCE OF 26.43 FEET, AN ARC LENGTH OF 26.44 FEET TO	\$23,000.00

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	THE NORTHWEST CORNER OF A PROPOSED UTILITY EASEMENT; THENCE \$00°57'29"E ALONG THE WEST LINE OF SAID PROPOSED UTILITY EASEMENT, LINE ALSO PARALLEL TO AND 10.00 FEET WEST OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 159.84 FEET; THENCE \$89°02'31"W A DISTANCE OF 23.50 FEET; THENCE \$80°02'31"W A DISTANCE OF 55.98 FEET; THENCE \$89°02'31"W A DISTANCE OF 55.98 FEET; THENCE \$89°02'31"W A DISTANCE OF 5.00 FEET; THENCE \$80°02'31"W A DISTANCE OF 114.24 FEET; THENCE \$800°57'29"W PARALLEL TO AND 28.50 FEET WEST OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 114.24 FEET; THENCE \$88°43'07"W PARALLEL TO AND 31.00 FEET SOUTH OF THE NORTH LINE OF SAID LOTS 3 & 4, A DISTANCE OF 126.52 FEET; THENCE \$800°57'49"W A DISTANCE OF 6.00 FEET; THENCE \$88°43'07"W PARALLEL TO AND 25.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 145.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE \$800°57'47"W ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 25.00 FEET TO A POINT OF	
	BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 11,250 SQ FT MORE OR LES. A TEMPORARY EASEMENT LOCATED IN PART OF THE	
Hornady Family Limited Partnership	NORTH HALF OF THE NORTHEAST QUARTER (N ½, NE ¼), SECTION TWENTY-FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING NORTH ¼ CORNER OF SECTION 24, THENCE ON AN ASSUMED BEARING N89°28'39"E ALONG THE NORTH LINE OF SAID NE ¼ OF SECTION 24, A DISTANCE OF 33.00 FEET; THENCE S00°57'37"E A DISTANCE OF 73.00 FEET TO THE SOUTHWEST CORNER OF A PROPOSED RIGHT-OF-WAY TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N64°29'23"E ALONG THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 69.83 FEET; THENCE N89°28'39"E PARALLEL TO AND 43.50 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 24, SAID LINE ALSO BEING THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 406.93 FEET; THENCE S89°05'25"E ALONG THE SOUTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 169.96 FEET TO THE NORTHWEST CORNER OF A PROPOSED ACCESS EASEMNT; THENCE S00°59'38"E ALONG THE WEST LINE OF SAID PROPOSED ACCESS EASEMENT, A DISTANCE OF 41.25 FEET; THENCE S89°28'39"W PARALLEL TO AND 89.00 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 24, A DISTANCE OF 67.54 FEET; THENCE N00°31'21"W A DISTANCE OF 16.00 FEET; THENCE S89°28'39"W PARALLEL TO AND 73.00 FEET SOUTH OF THE NORTH LINE OF NE ¼ OF SECTION 24, A DISTANCE OF 132.50 FEET; THENCE N00°31'21"W A DISTANCE OF 16.00 FEET; THENCE S89°28'39"W PARALLEL TO AND 55.00 FEET SOUTH OF THE NORTH LINE OF NE ¼ OF SECTION 24, A DISTANCE OF 132.50 FEET; THENCE N00°31'21"W A DISTANCE OF 18.00 FEET; THENCE S89°28'39"W PARALLEL TO AND 55.00 FEET SOUTH OF THE NORTH LINE OF NE ¼ OF SECTION 24, A DISTANCE OF 152.50 FEET; THENCE N00°31'21"W A DISTANCE OF 18.00 FEET; THENCE S89°28'39"W PARALLEL TO AND 55.00 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 55.00 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 55.00 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 55.00 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 55.00 FEET SOUTH OF THE NORTH LINE OF S	\$70,740.00

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	24, A DISTANCE OF 167.50 FEET; THENCE S00°31'21"E A DISTANCE OF 18.00 FEET; THENCE S89°28'39"W PARALLEL TO AND 73.00 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 24, A DISTANCE OF 207.94 FEET; THENCE S00°57'35"E PARALLEL TO AND 65.00 EAST OF THE EAST RIGHT-OF-WAY LINE OF CLAUDE ROAD, A DISTANCE OF 25.50 FEET; THENCE S89°28'39"W PARALLEL TO AND 98.50 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼ OF SECTION 24, A DISTANCE OF 30.00 FEET; THENCE S00°57'35"E PARALLEL TO AND 35.00 FEET EAST OF SAID EAST RIGHT-OF-WAY LINE OF CLAUDE, A DISTANCE OF 71.12 FEET; THENCE N89°02'25"E A DISTANCE OF 10.00 FEET; THENCE S00°57'35"E PARALLEL TO AND 45.00 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF SAID CLAUDE ROAD, A DISTANCE OF 42.00 FEET; THENCE S89°02'25"W A DISTANCE OF 45.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID CLAUDE ROAD, A DISTANCE OF 45.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID CLAUDE ROAD, A DISTANCE OF 138.89 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 21,698 SQ FT MORE OR LESS. A TEMPORARY EASEMENT LOCATED IN PART OF LOT 1,	
Brian D. Levander	COMMONWEALTH BUSINESS PARK SIXTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1; THENCE ON AN ASSUMED BEARING N01°37′52″W ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 75.31 FEET TO THE NORTHEAST CORNER OF A PROPOSED ACCESS EASEMENT, POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°05′25″W ALONG THE NORTH LINE OF SAID PROPOSED ACCESS EASEMENT, A DISTANCE OF 20.02 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED EASEMENT, THENCE S01°37′52″E PARALLEL TO AND 20.00 FEET WEST OF THE EAST LINE OF SAID LOT 1, LINE ALSO BEING THE WEST LINE OF SAID PROPOSED ACCESS EASEMENT, A DISTANCE OF 65.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED ACCESS EASEMENT, POINT ALSO BEING ON THE NORTH LINE OF A PROPOSED RIGHT-OF-WAY TRACT; THENCE N89°05′25″W ALONG A NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N89°05′25″W ALONG A NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 26.38 FEET TO A NORTHERLY CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 26.38 FEET TO A NORTHERLY CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 26.38 FEET TO A NORTHERLY CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 26.38 FEET TO A NORTHERLY CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 26.38 FEET TO A NORTHERLY CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 26.35 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF SAID PROPOSED RIGHT-OF-WAY TRACT SAID POINT ALSO BEING ON THE WEST LINE OF SAID LOT 1; THENCE N01°35′48″W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 119.09 FEET; THENCE N88°24′12″E A	\$26,660.00

DISTANCE OF 10.00 FEET; THENCE S01°35'48"E PRALLEL TO AND 10.00 FEET EAST OF THE WEST LINE OF SAID LOT 1, A DISTANCE OF 115.00 FEET; THENCE S46°03'34"E A DISTANCE OF 19.55 FEET; THENCE S89°05'25"E A DISTANCE OF 128.38 FEET; THENCE N00°54'35"E A DISTANCE OF 25.00 FEET; THENCE S89°05'25"E A DISTANCE OF 59.32 FEET; THENCE N01°37'52"W A DISTANCE OF 47.98 FEET; THENCE N88°48'38"E A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S01°37'52"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 8,143 SF MORE OR LESS.

Total = \$135,970.00

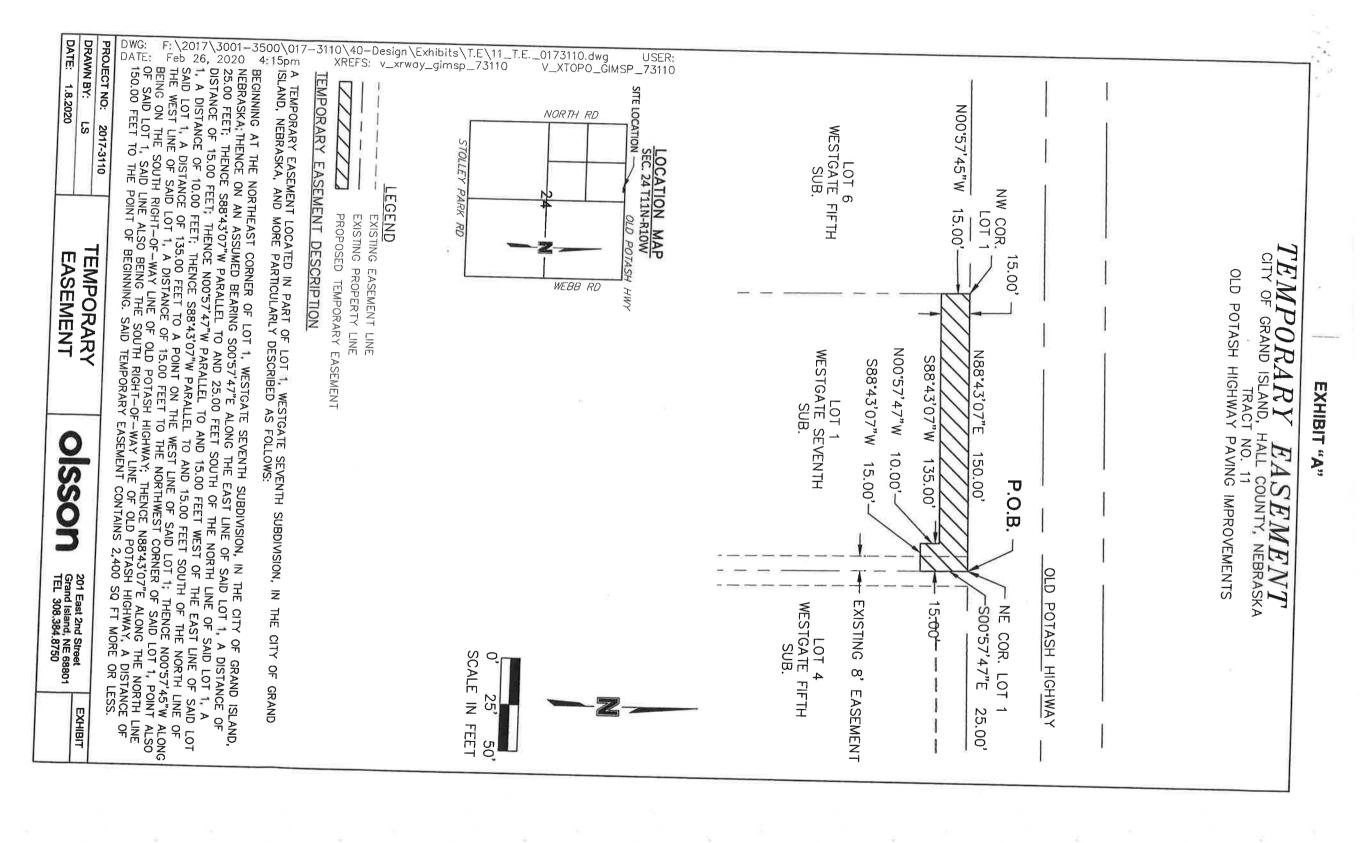
WHEREAS, such Temporary Construction easements have been reviewed and approved by the City Legal Department.

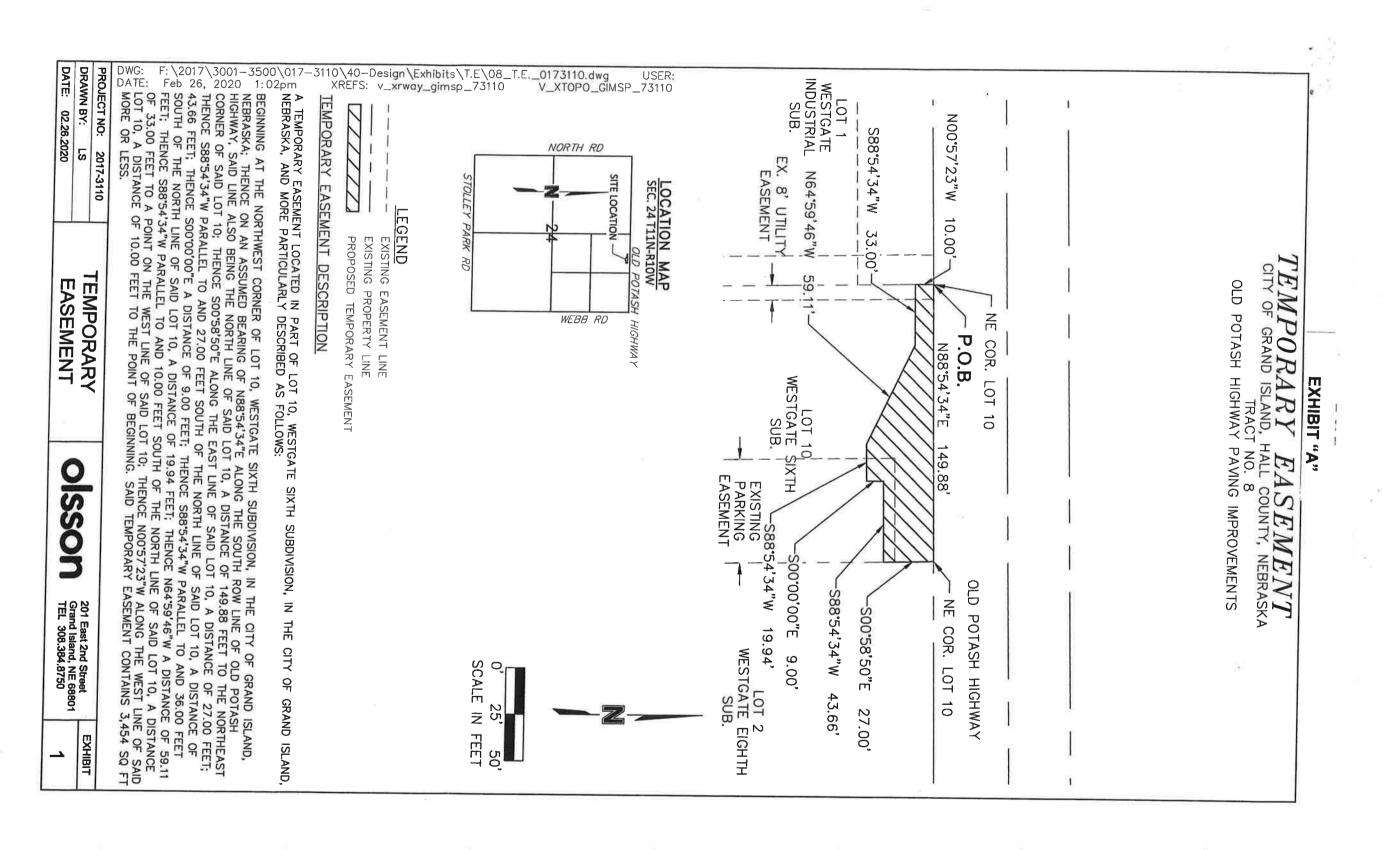
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owners for the Temporary Construction easements on the above described tracts of land.

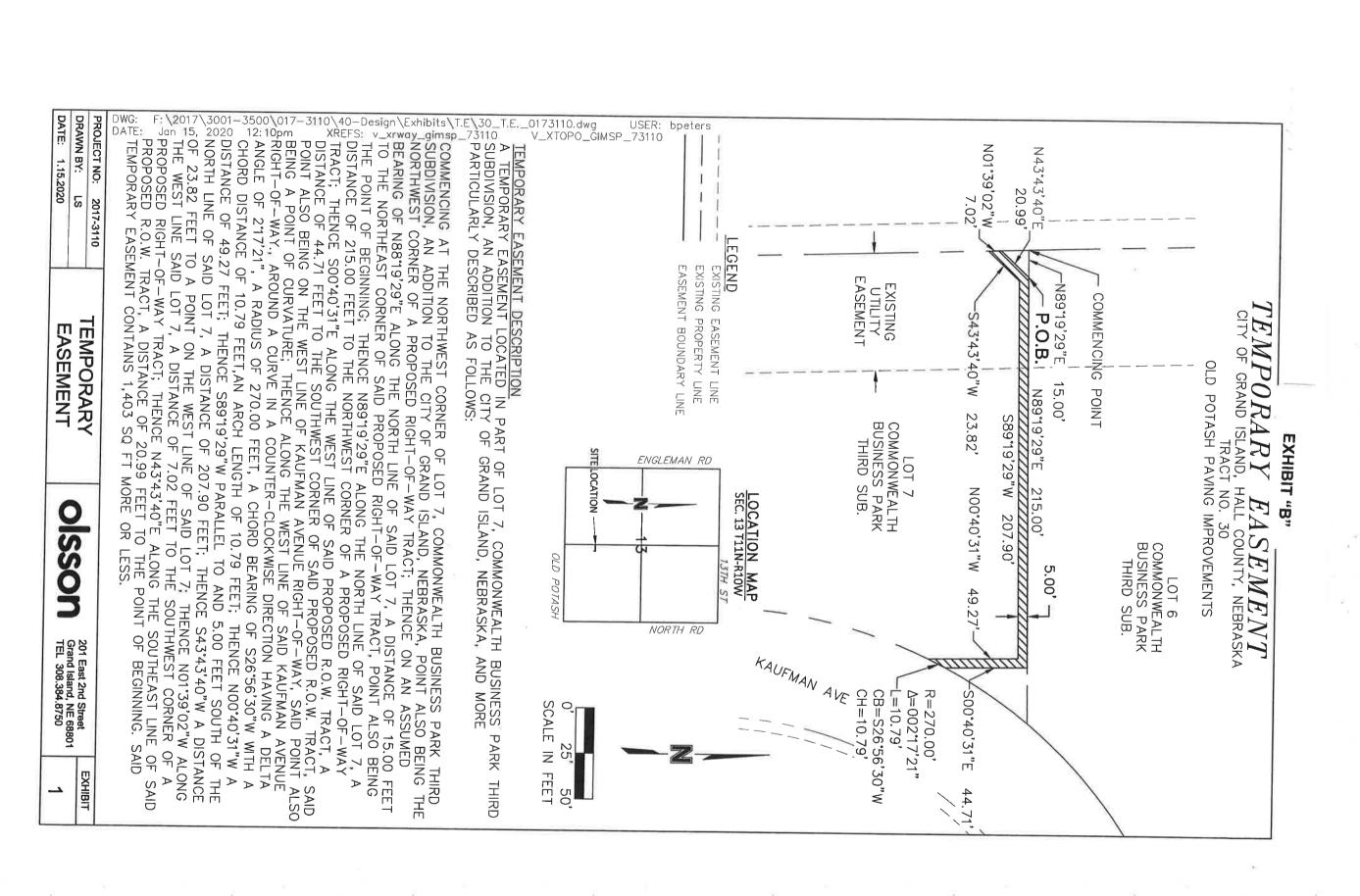
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	Adopted	by the C	City Council	of the City	of Grand Isla	nd. Nebraska	July 14	. 2020
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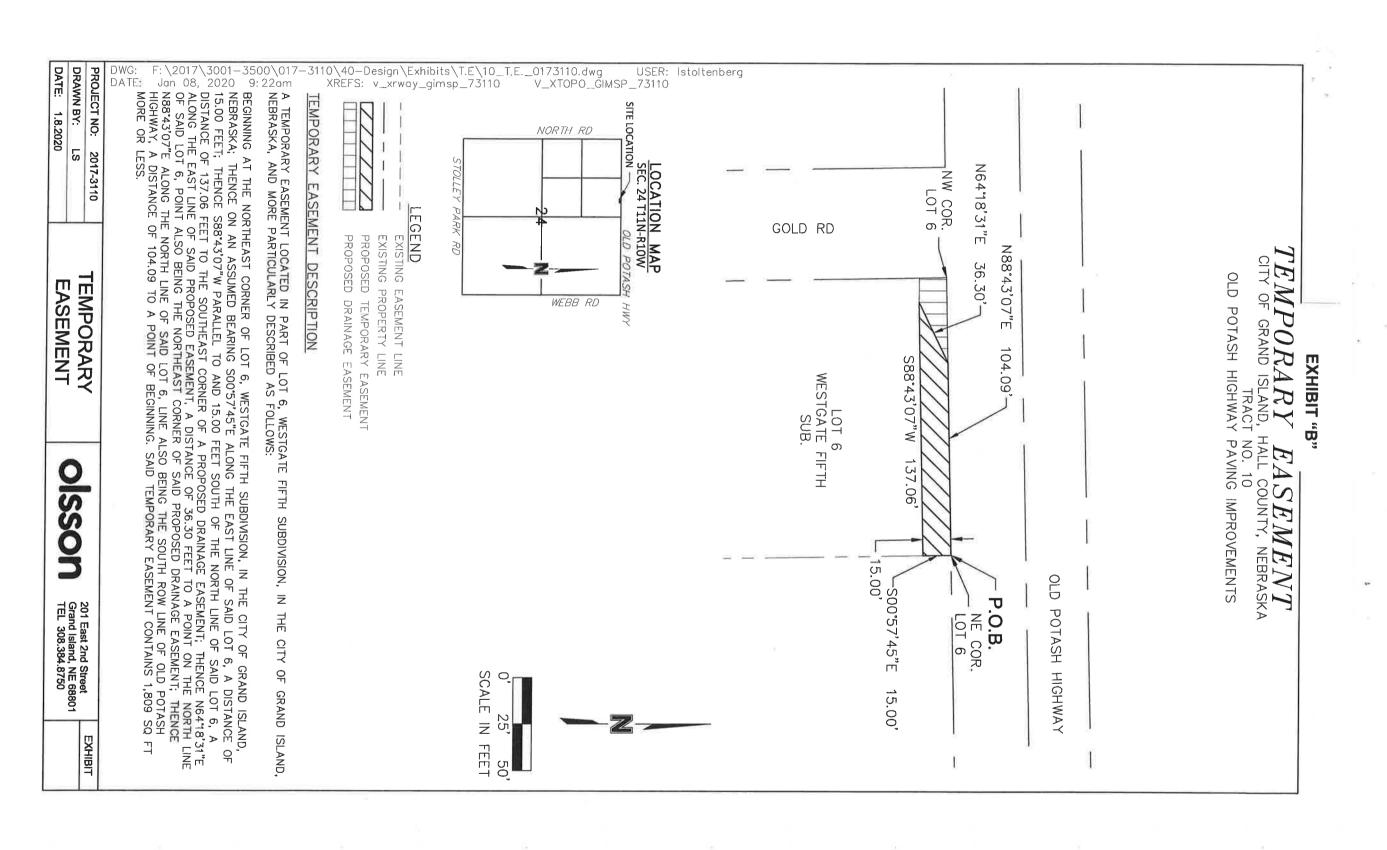
	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	







Council Session - 7/14/2020



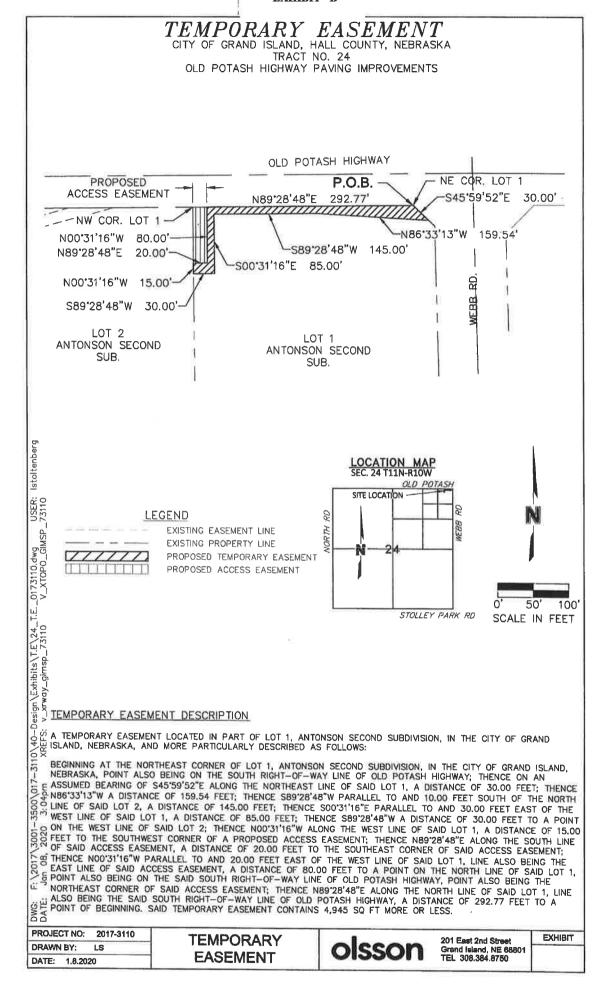
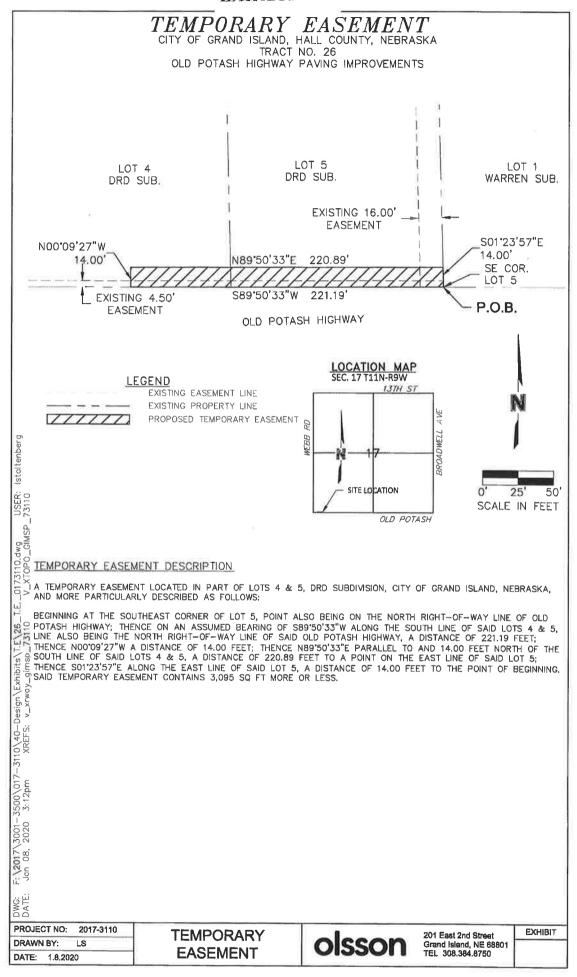
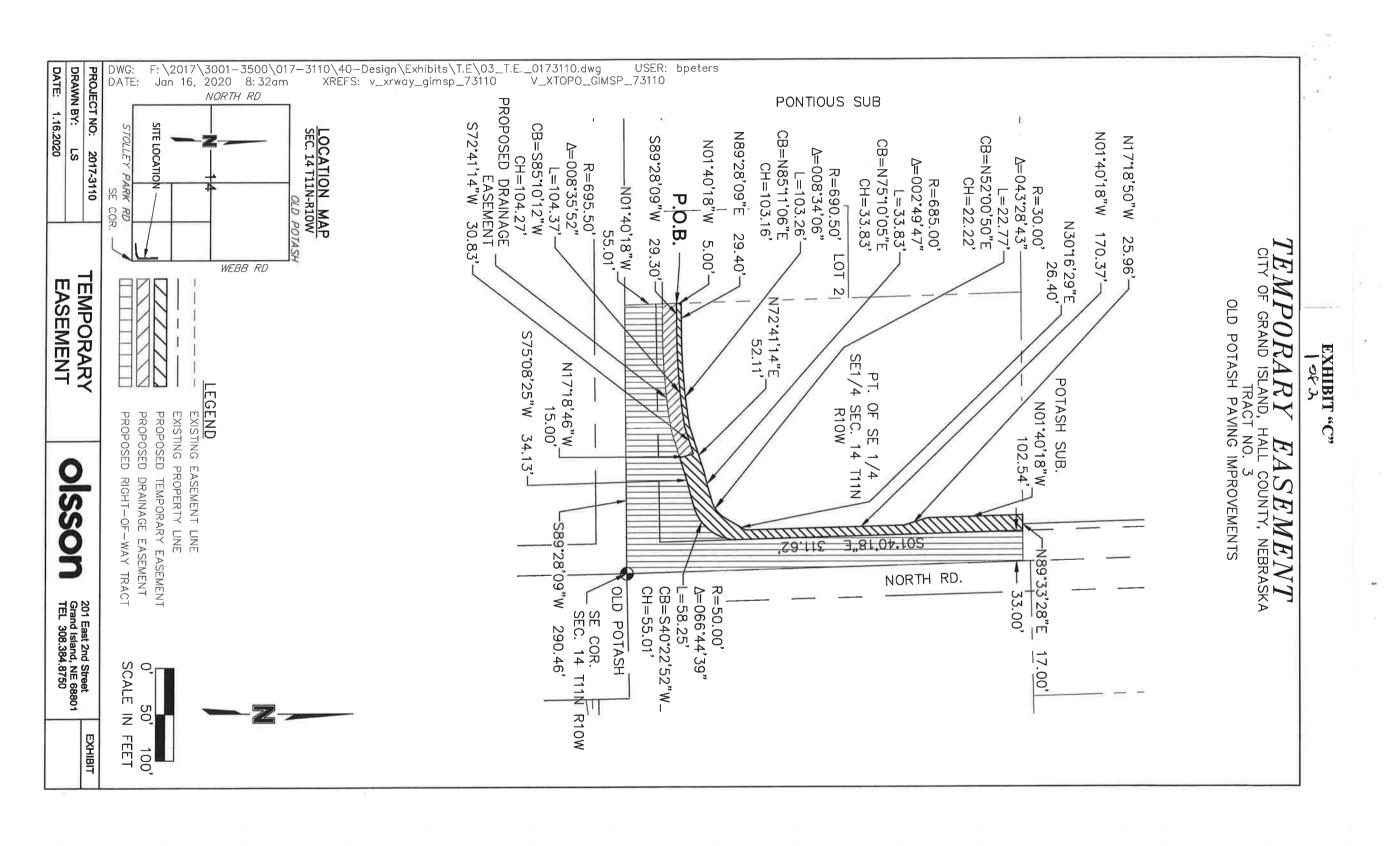




EXHIBIT "A"





TEMPORARY EASEMENT DESCRIPTION

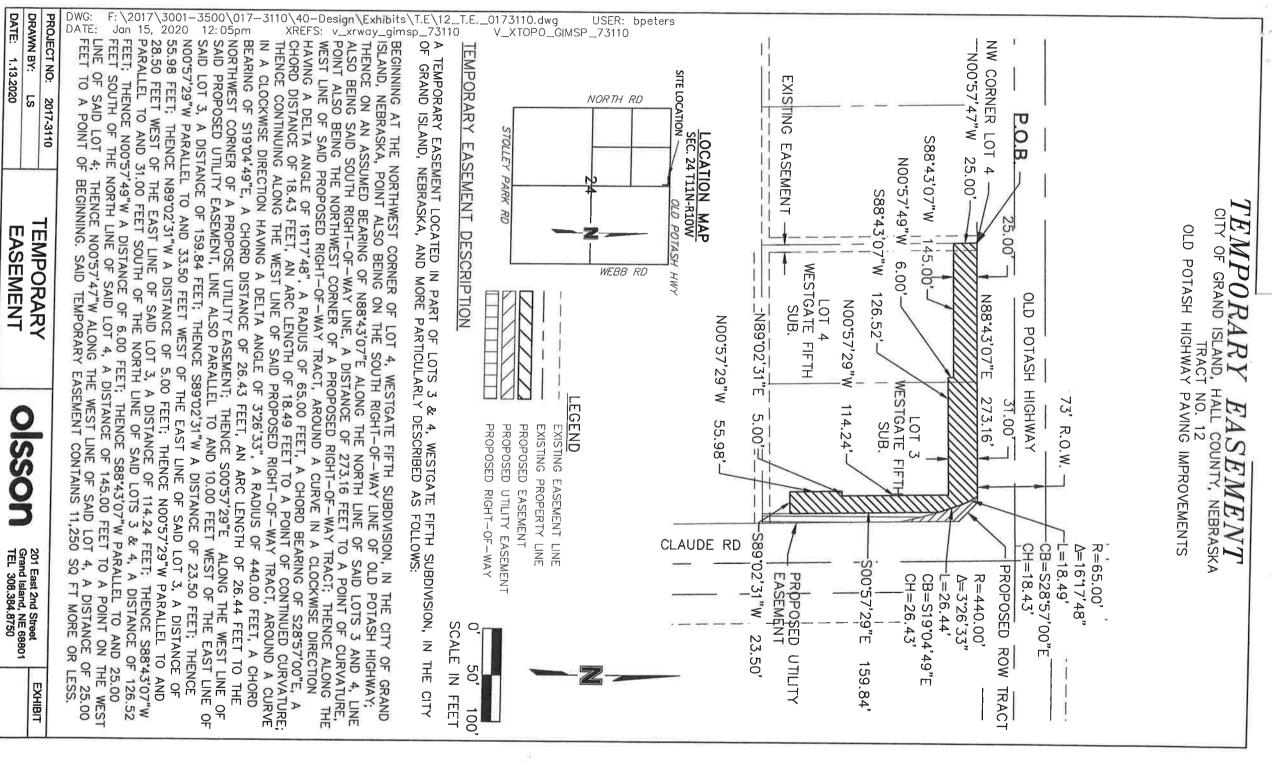
AN UNPLATTED TRACT LOCATED IN SOUTHEAST QUARTER OF THE VERY FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

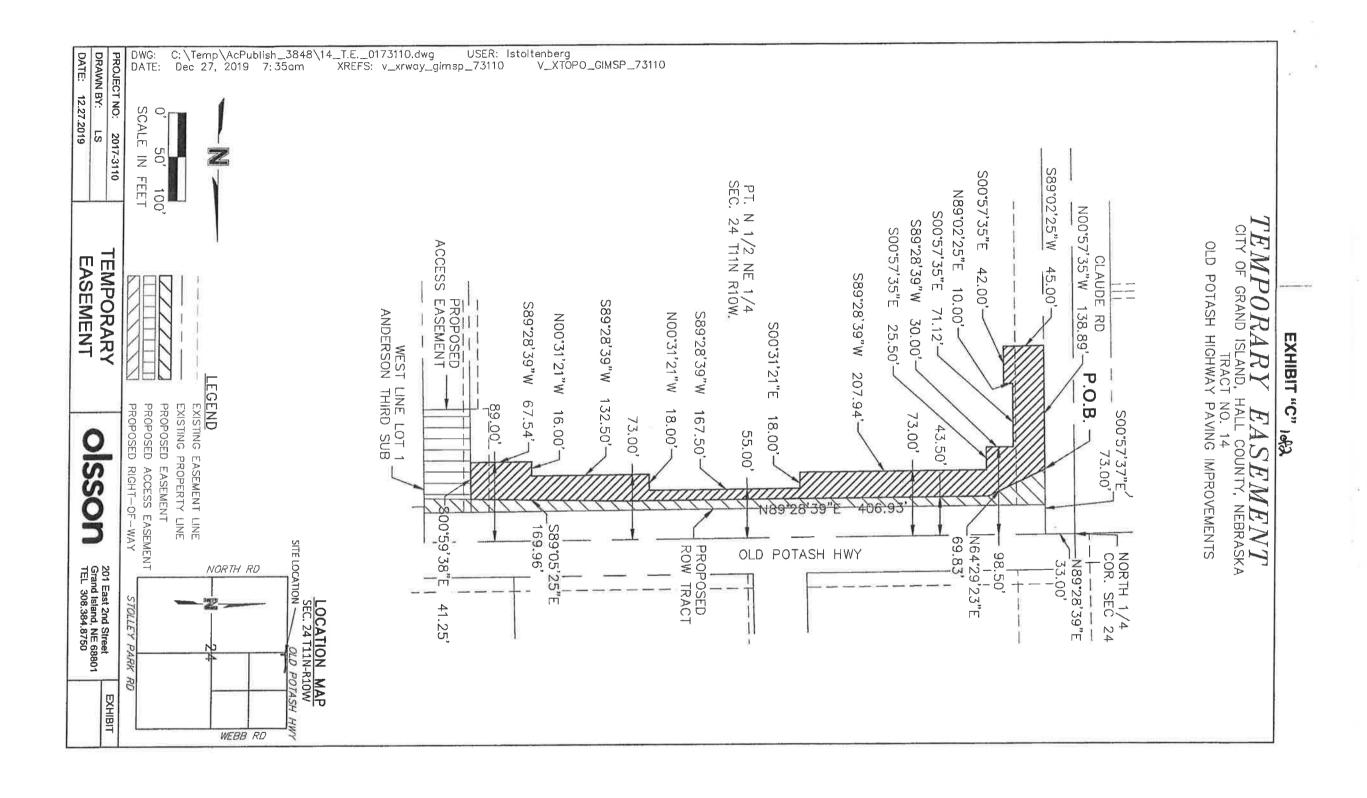
F:\2017\3001-3500\017-3110\40-Design\Exhibits\T.E\03_T.E._0173110.dwg USER: Jan 16, 2020 8:32am XREFS: v_xrway_gimsp_73110 V_XTOPO_GIMSP_73110

TEMPORARY EASEMENT

2017-3110







TRACT NO. 14
OLD POTASH HIGHWAY PAVING IMPROVEMENTS COUNTY,

COMMENCING NORTH 1/4 CORNER OF SECTION 24; ALONG THE NORTH LINE OF SAID NE 1/4 OF SECT TEMPORARY EASEMENT LOCATED IN PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N 1/2, 1/4), SECTION TWENTY—FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE THE P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: 37"E A DISTANCE OF 73.00 FEET TO THE SAID POINT ALSO BEING THE POINT OF I SAID PROPOSED RIGHT—OF—WAY TRACT, EL TO AND 43.50 FEET SOUTH OF THE N

TEMPORARY EASEMENT DESCRIPTION

PARALLEL TO AND 43.50 FEET SOUTH OF THE NORTH LINE OF SAID NE 1/4 OF SECTION 24, SAID LINE OF 189.96 FEET TO THE NORTHWEST CORNER OF A PROPOSED RIGHT—OF—WAY TRACT, A DISTANCE OF 406.93 FEET; THENCE S89'05'25"E ALONG THE SOUTH LINE OF SAID PROPOSED RIGHT—OF—WAY TRACT, A DISTANCE OF 406.93 FEET; THENCE S89'28'39"W PARALLEL TO AND 89.00 FEET SOUTH OF THE NORTH LINE OF SAID PROPOSED RIGHT—OF—WAY TRACT, A DISTANCE S89'28'39"W PARALLEL TO AND 89.00 FEET SOUTH OF THE NORTH LINE OF SAID NE 1/4 OF SECTION 24, A DISTANCE OF 67.54 FEET; THENCE NO0'31'21"W A DISTANCE OF 16.00 FEET; THENCE S89'28'39"W PARALLEL TO AND 73.00 FEET SOUTH OF THE NORTH LINE OF NE 1/4 OF SECTION 24, A DISTANCE OF 15.00 FEET; THENCE S00'31'21"E A DISTANCE OF 18.00 FEET; THENCE S89'28'39"W PARALLEL TO AND 73.00 FEET SOUTH OF THE NORTH LINE OF SECTION 24, A DISTANCE OF 16.730 FEET; THENCE S00'31'21"E A DISTANCE OF 18.00 FEET; THENCE S89'28'39"W PARALLEL TO AND 73.00 FEET; THENCE S89'28'39"W PARALLEL TO AND 75.00 FEET; THENCE S89'28'39"W AUDE ROAD, A ONTAINS 21,698

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Grand Island

2017-3110

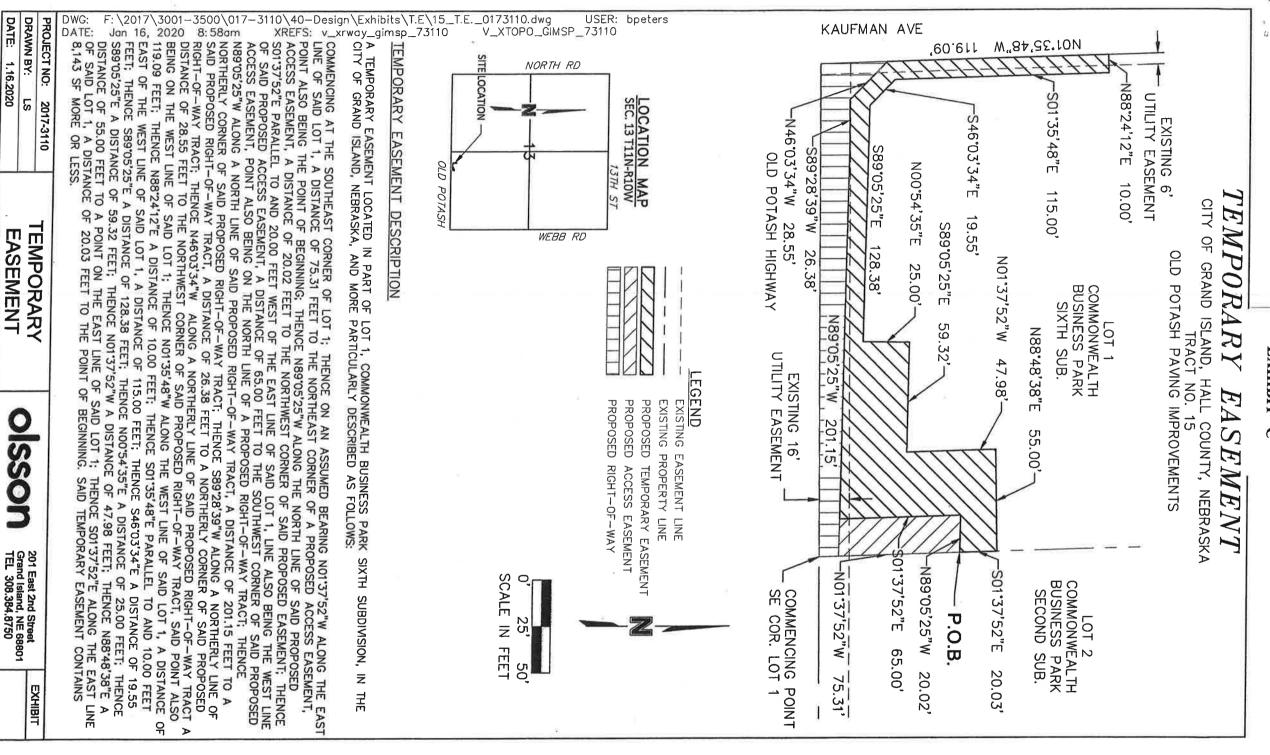
TEMPORARY EASEMENT

olsson

Council Session - 7/14/2020

HENCE N64°29'23"E ALON

EXHIBIT "C"





City of Grand Island

Tuesday, July 14, 2020 Council Session

Item I-1

#2020-162 - Consideration of Approving the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan

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

Staff Contact: Dave Taylor - EDC President

RESOLUTION 2020-162

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §38-5 requires a report by the Citizens Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens' Advisory Review Committee was held at a regular session of the Grand Island City Council on July 14, 2020; and

WHEREAS, said report gave information about the activities of the past six months that have taken place pursuant to the Economic Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the semi-annual report of the Citizens Advisory Review Committee is hereby accepted and approved.

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Adop	oted by	y the (City	Council	of the	City of	Grand I	sland,	Nebraska.	, July	14,	2020
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	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

 $\begin{array}{ccc} \text{Approved as to Form} & \texttt{m} & \underline{\hspace{1cm}} \\ \text{July 10, 2020} & \texttt{m} & \text{City Attorney} \end{array}$



City of Grand Island

Tuesday, July 14, 2020 Council Session

Item J-1

Approving Payment of Claims for the Period of June 24, 2020 through July 14, 2020

The Claims for the period of June 24, 2020 through July 14, 2020 for a total amount of \$5,117,511.14. A MOTION is in order.

Staff Contact: Patrick Brown