
City of Grand Island



Tuesday, November 24, 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

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.



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item C-1

Recognition of Don Kruse, Director of Golf, for 43 Years of Service to the City of Grand Island at Jackrabbit Run Golf Course

The Mayor and City Council will recognize Don Kruse, Director of Golf, for 43 years of service at Jackrabbit Run Golf Course.

Don has worked at Jackrabbit Run Golf Course since the day it opened on July 1st, 1977. For the first 30 years Don worked as Assistant Golf Professional. He was selected as Director of Golf in March of 2007. Don's wife, Char, retired from Case IH in 2010 after 37 years to work with Don managing the golf course snack bar and cooking her famous "char" burgers for hungry golfers. After 43 years they have provided thousands of lessons, promoting popular golf leagues each summer, and hosting hundreds of well-organized tournaments. Don and Char will be missed by many at Jackrabbit Run Golf Course. We want to thank them for their many years of service to the City of Grand Island.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item E-1

Public Hearing on Request from Y & N Liquor, LLC dba Y & N Liquor, 409 N. Broadwell Avenue, Suite #4 for a Class “D” Liquor License

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: November 24, 2020

Subject: Public Hearing on Request from Y & N Liquor, LLC dba Y & N Liquor, 409 N. Broadwell Avenue for a Class “D” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Y & N Liquor, LLC dba Y & N Liquor, 409 N. Broadwell Avenue has submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale only inside the corporate limits of the city.

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

Also submitted was a request for Liquor Manager Designation for Yasser Toruno Garcia, 1522 West 1st Street, Grand Island, Nebraska. Mr. Garcia has completed a state approved alcohol server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Yasser Toruno Garcia, 1522 West 1st Street, Grand Island, Nebraska.

Alternatives

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

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

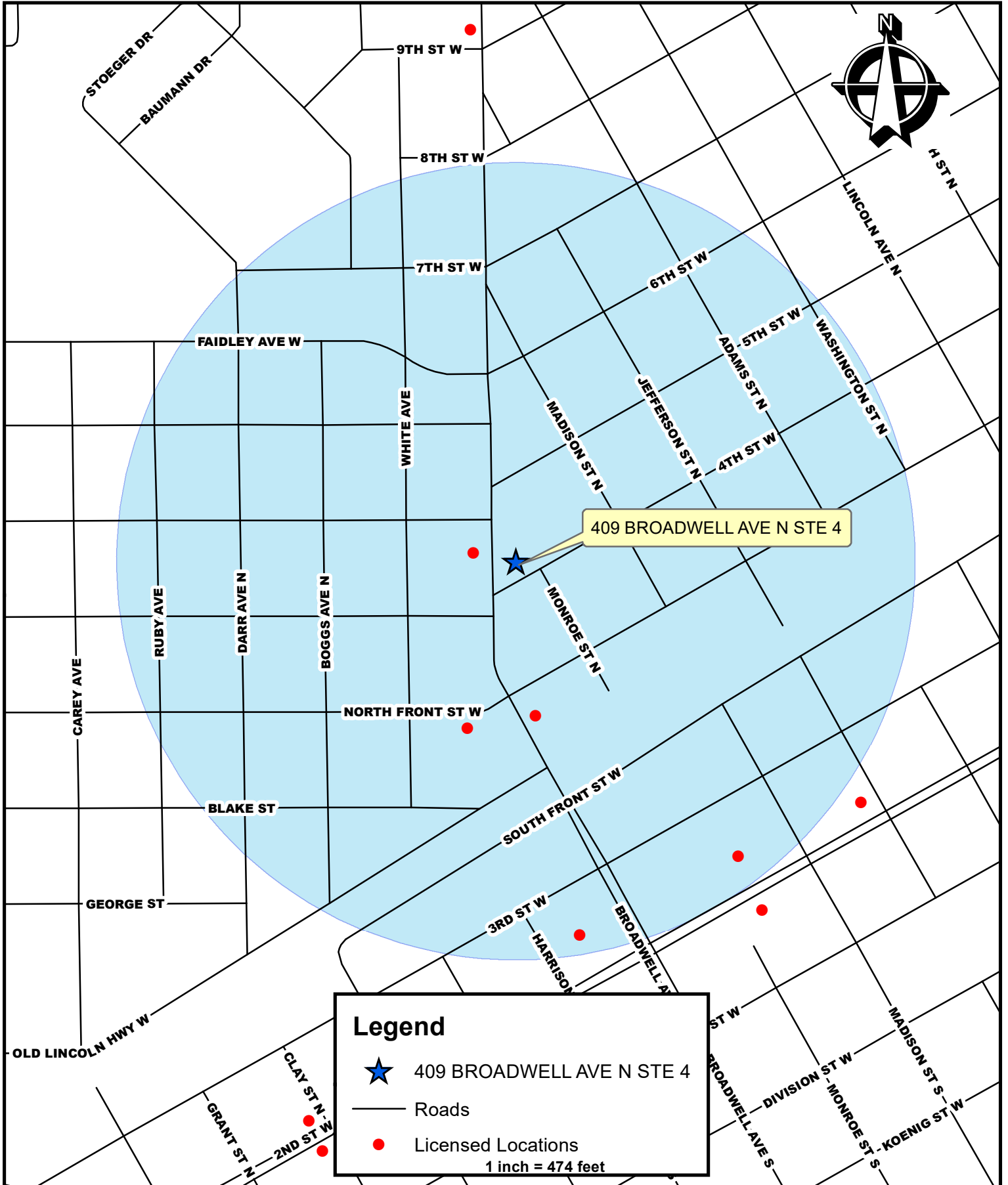
Recommendation

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

Sample Motion

Move to approve the application for Y & N Liquor, LLC dba Y & N Liquor, 409 N. Broadwell Avenue, Suite #4 for a Class "D" Liquor License contingent upon final inspections and Liquor Manager designation for Yasser Toruno Garcia, 1522 West 1st Street, Grand Island, Nebraska.

Liquor License Application: Class "D" : Y & N Liquor



Legend

- ★ 409 BROADWELL AVE N STE 4
- Roads
- Licensed Locations

1 inch = 474 feet



Grand Island Police Department

Officer Report for Incident L20110694

Nature: Liquor Lic Inv
Location: PAON

Address: 409 BROADWELL AVE N STE 4
Grand Island NE 68801

Offense Codes:

Received By: Dvorak T **How Received:** T **Agency:** GIPD
Responding Officers: Dvorak T
Responsible Officer: Dvorak T **Disposition:** CLO 11/18/20
When Reported: 12:49:45 11/10/20 **Occurred Between:** 12:49:45 11/10/20 and 12:49:45 11/10/20

Assigned To: **Detail:** **Date Assigned:** **/**/**
Status: **Status Date:** **/**/** **Due Date:** **/**/**

Complainant:

Last: **First:** **Mid:**
DOB: **/**/** **Dr Lic:** **Address:**
Race: **Sex:** **Phone:** **City:** ,

Offense Codes

Reported: **Observed:**

Circumstances

LT03 LT03 Bar/Night Club

Responding Officers: **Unit :**
Dvorak T 309

Responsible Officer: Dvorak T **Agency:** GIPD
Received By: Dvorak T **Last Radio Log:** **.**.** **/**/**
How Received: T Telephone **Clearance:** CL CL Case Closed
When Reported: 12:49:45 11/10/20 **Disposition:** CLO **Date:** 11/18/20
Judicial Status: **Occurred between:** 12:49:45 11/10/20
Misc Entry: **and:** 12:49:45 11/10/20

Modus Operandi: **Description :** **Method :**

Involvements

Date	Type	Description
11/13/20	Name	J&N Liquor, business

11/10/20	Name	Segura, Nancy R	owner/applicant
11/10/20	Name	Toruno Garcia, Yasser T	owner/applicant

11/19/20

Narrative

Liquor License Investigation

Grand Island Police Department

A newly formed business Y&N Liquor LLC, has applied for a Class D, Beer Wine Distilled Spirits Off Sale Only liquor license.

The business will be located at 409 N Broadwell, suite 4.

Responsible LEO:

Approved by:

Date

11/19/20

Supplement

309

Y&N Liquor

Grand Island Police Department
Supplemental Report

Date, Time: 11-12-20

Reporting Officer: Sgt Dvorak 309

Unit #: CID

Yasser Toruno Garcia and Nancy Segura, husband and wife, are planning to open a new liquor store at 409 N Broadwell, Suite 4. This is the corner unit of the small strip mall style building on the northeast corner of 4th and Broadwell. The space was most recently inhabited by a restaurant. The proposed business name is Y&N Liquor. The application is for a Class D Liquor License; beer, wine and distilled spirits, offsale only.

I noted on the application forms that Yasser disclosed a couple moving violations, all traffic infractions. Nancy disclosed one motor vehicle accident, and indicated no moving violations associated.

I checked Yasser and Nancy through both Spillman and NCJIS. I found nothing noteworthy in Spillman (local) records, and found that both subjects have valid Nebraska drivers licenses. I found that neither of them have any outstanding criminal warrants for their arrest. I also checked Yasser and Nancy through a paid Law Enforcement Only database, which tends to provide mostly identifying information and details of any involved civil issues. I noticed that Nancy had several civil judgements in the past (6), but the last one was listed in 2012 and there were no current judgements or bankruptcies.

No other concerns were located, however Since Yasser was born in Cuba, I contacted an ICE representative of Homeland Security, who verified Yasser's immigration status.

On 11-12-20, at 1300, I met with NSP Investigator Jeromy McCoy at the business. Nancy and Yasser were accommodating and prepared. Yasser advised that while he understands English, he does not speak the language very well, so Nancy acted as translator.

The couple advised that they formed an LLC to open the business, with each of them owning 50%. They said they have already invested over \$5,000 of their own money, and that was before purchasing inventory. They entered into a lease agreement for \$900 per month, and are using 5 Points Bank for any additional funding requirements. Yasser said they will purchase 3 cooler units, the entire inventory, and a security system prior to opening the business to the public.

McCoy covered Commission concerns and questions. Both subjects advised they have no prior liquor sales experience, but are taking the training classes online. Nancy said she plans to keep working her permanent job, while Yasser will work full time at the business. At first, the couple advised, they do not plan to hire any additional employees. Nancy said she will keep the books and pay the bills, as well as assist in working hours at the store.

Yasser said their plan is to be open seven days a week. He said the business hours will be Monday-Thursday 1000am to 1100pm. Friday and Saturday 1000am to 0100am, and Sunday noon to 1100pm.

11/19/20

The couple advised they have no current outstanding civil actions against them, and do not have any undisclosed violations or convictions. I discussed security system issues they should consider, and McCoy explained the various violations that could arise without proper management. Both Yasser and Nancy advised they understood.

The Grand Island Police Department has no objections to Yasser Toruno Garcia and Nancy Segura, as owners of Y&N Liquor, receiving a Class D liquor license to serve beer, wine and distilled spirits as off sale only.

11/19/20



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item E-2

Public Hearing on Acquisition of Public Access Easement in King's Crossing Subdivision (Parcel No. 400149117- Grand Island Hotel, LLC)

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 24, 2020

Subject: Public Hearing on Acquisition of Public Access Easement in King's Crossing Subdivision (Parcel No. 400149117- Grand Island Hotel, LLC)

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing be conducted with the acquisition approved by the City Council. The easement will allow for public access to the recently developed and area yet to be developed, south of US Highway 34 and west of S Locust Street.

Discussion

This easement will provide legal public access to a lot that was proposed to be split, without such there will be no legal access to the public right-of-way within the King's Crossing Subdivision. There is no cost to the City for such acquisition.

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

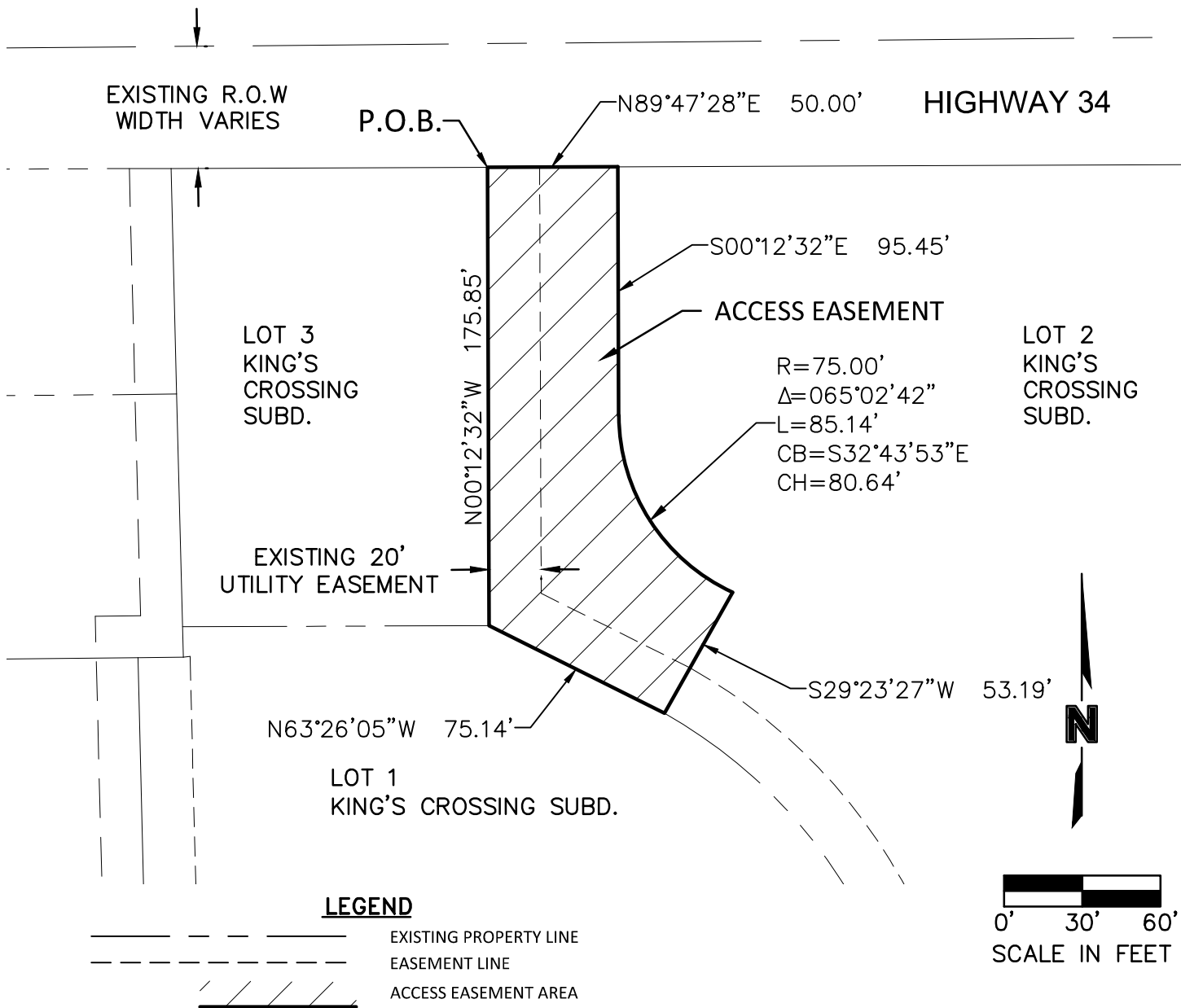
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public access easement in King's Crossing Subdivision.

Sample Motion

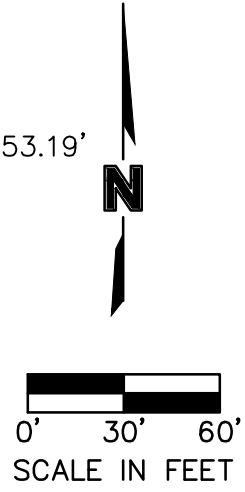
Move to approve the acquisition of the public access easement.

DWG: F:\2020\2501-3000\020-2635\40-Design\Exhibits\EASEMENT\ACCESS_ACCESS_0202635.dwg
 DATE: Nov 04, 2020 3:22pm
 USER: jjimenez
 XREFS: C_PRWAY_81241



LEGEND

- EXISTING PROPERTY LINE
- EASEMENT LINE
- ACCESS EASEMENT AREA

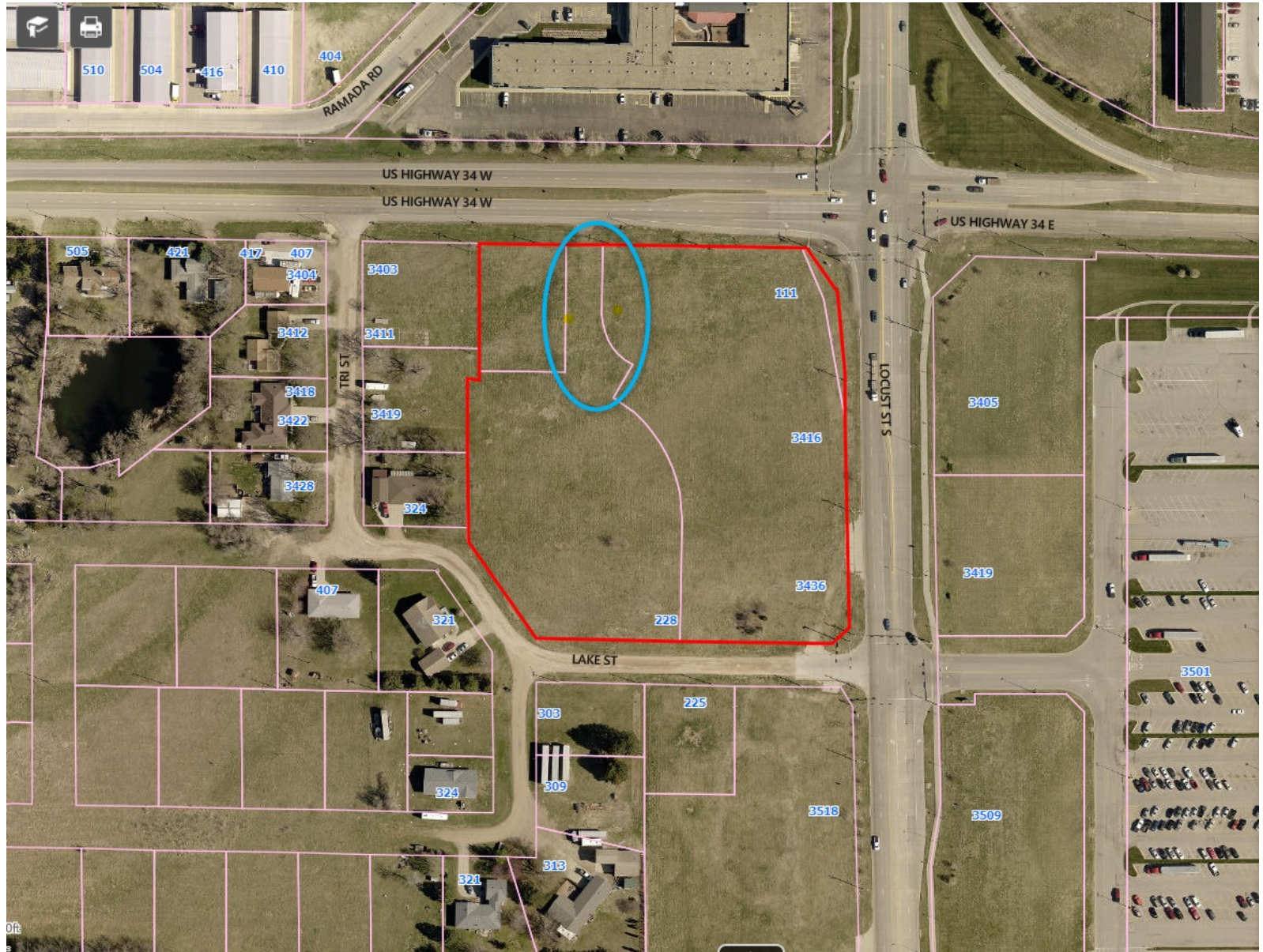


ACCESS EASEMENT DESCRIPTION

AN ACCESS EASEMENT CONSISTING OF PART OF LOT 1 OF KING'S CROSSING SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NORTHERLY CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF HIGHWAY 34, THE NORTHEAST CORNER OF LOT 3 OF SAID KING'S CROSSING SUBDIVISION AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°47'28"E ALONG A NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID KING'S CROSSING SUBDIVISION; THENCE S00°12'32"E ALONG AN EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 95.45 FEET TO A EASTERLY CORNER OF SAID LOT, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 75.00, A DELTA ANGLE OF 65°02'42", AN ARC LENGTH OF 85.14 FEET AND A CHORD BEARING S32°43'53"E FOR A DISTANCE OF 80.64 FEET TO A EASTERLY CORNER OF SAID LOT 1; THENCE S29°23'27"W ALONG AND EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 53.19 FEET TO A EASTERLY CORNER OF SAID LOT 1; THENCE N63°26'05"W A DISTANCE OF 75.14 FEET TO A WESTERLY CORNER OF SAID LOT 1; THENCE N00°12'32"W ALONG A WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 175.85 FEET TO THE POINT OF BEGINNING. SAID ACCESS EASEMENT CONTAINS 11,578 SQUARE FEET OR 0.27 ACRES MORE OR LESS.

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





City of Grand Island

Tuesday, November 24, 2020

Council Session

Item E-3

Public Hearing on Acquisition of Public Right-of-Way for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 (Irvine- Parcel No. 400149524; North of Capital Avenue, East of North Road)

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 24, 2020

Subject: Public Hearing on Acquisition of Public Right-of-Way for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 (Parcel No. 400149524- Irvine North of Capital Avenue, East of North Road)

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

Background

The Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 is for drainage improvements associated with the paving improvement project known as Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other 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

Public right-of-way is needed to accommodate the drainage improvements along Capital Avenue from North Road to Moores Creek (see attached sketch).

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Pamela S. Irvine and Robin R. Irvine	A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SEC. 1, T11N, R10W, THENCE ON AN ASSUMED BEARING OF N89°52'56"W ALONG THE SOUTH LINE OF SAID SEC.	\$57,500.00

	<p>1, A DISTANCE OF 110.00 FEET; THENCE N00°31'57"W A DISTANCE OF 58.00 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE AND THE WEST LINE OF CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY, INSTRUMENT #84005216, ALSO BEING THE POINT OF BEGINNING; THENCE N89°53'10"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE, LINE ALSO BEING THE NORTH LINE OF INSTRUMENT #87104372, A DISTANCE OF 2126.85 FEET TO THE SOUTHEAST CORNER OF LOT 1, PRIMROSE SUBDIVISION; THENCE N00°29'56"W ALONG THE EAST LINE OF SAID LOT 1, PRIMROSE SUBDIVISION, A DISTANCE OF 47.14 FEET; THENCE S89°52'56"E A DISTANCE OF 2126.83 FEET TO A POINT ON THE WEST LINE OF SAID INSTRUMENT #84005216; THENCE S00°31'57"E ALONG SAID WEST LINE, A DISTANCE OF 47.00 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 2.30 ACRES MORE OR LESS.</p>	
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Alternatives

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

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

Recommendation

City Administration recommends that the Council approve acquisition of the necessary public right-of-way.

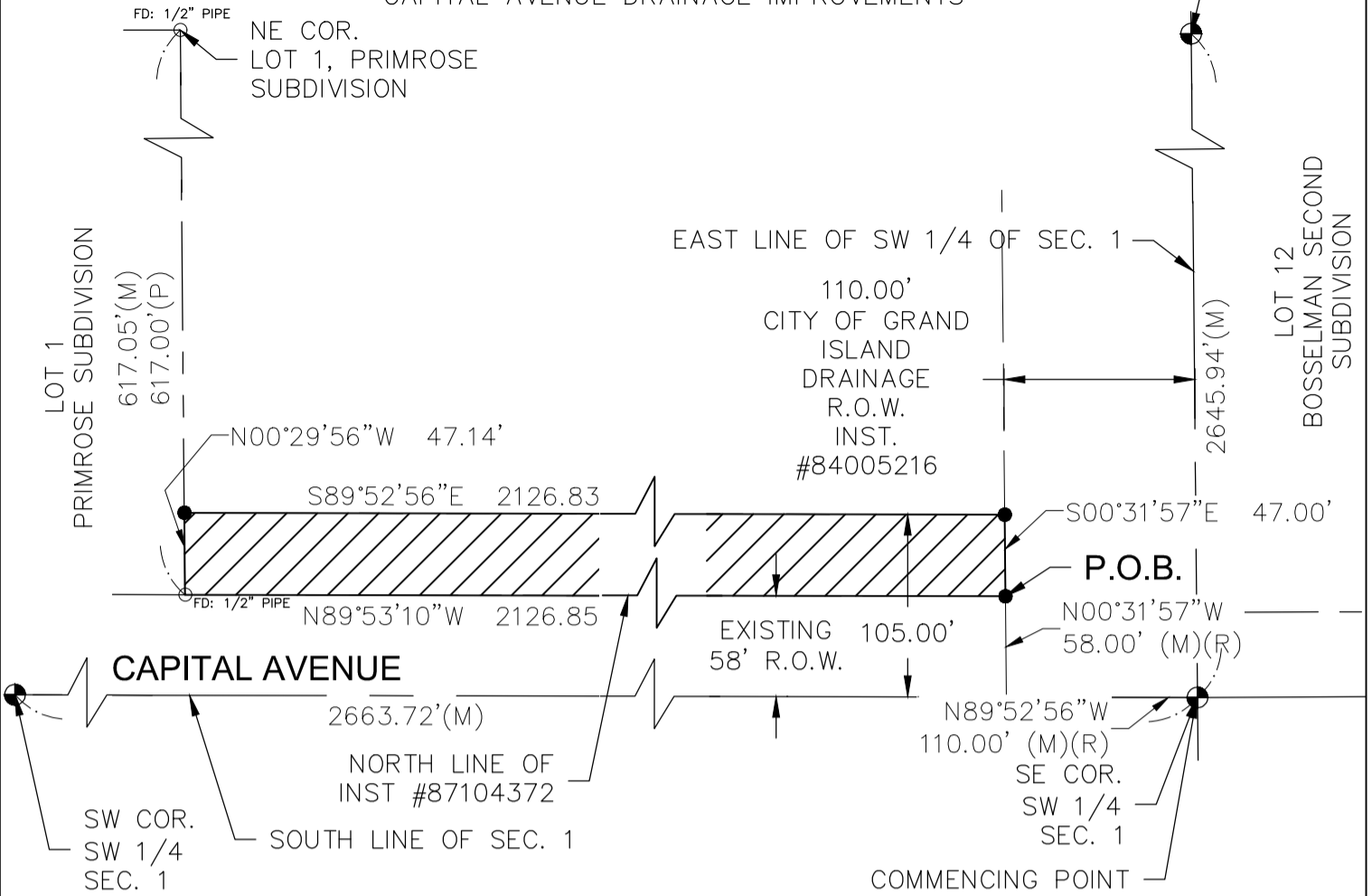
Sample Motion

Move to approve the acquisition of the necessary public right-of-way.

RIGHT-OF-WAY

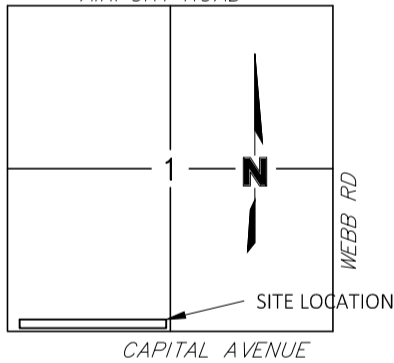
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
CAPITAL AVENUE DRAINAGE IMPROVEMENTS

NE COR.
SW 1/4
SEC. 1



LOCATION MAP

SEC. 1 T11N-R10W
AIRPORT ROAD



LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER
- EXISTING PROPERTY LINE
- ▨ NEW RIGHT OF WAY
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- P PRIMROSE SUBDIVISION



RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SEC. 1, T11N, R10W, THENCE ON AN ASSUMED BEARING OF N89°52'56"W ALONG THE SOUTH LINE OF SAID SEC. 1, A DISTANCE OF 110.00 FEET; THENCE N00°31'57"W A DISTANCE OF 58.00 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE AND THE WEST LINE OF CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY, INSTRUMENT #84005216, ALSO BEING THE POINT OF BEGINNING; THENCE N89°53'10"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE, LINE ALSO BEING THE NORTH LINE OF INSTRUMENT #87104372, A DISTANCE OF 2126.85 FEET TO THE SOUTHEAST CORNER OF LOT 1, PRIMROSE SUBDIVISION; THENCE N00°29'56"W ALONG THE EAST LINE OF SAID LOT 1, PRIMROSE SUBDIVISION, A DISTANCE OF 47.14 FEET; THENCE S89°52'56"E A DISTANCE OF 2126.83 FEET TO A POINT ON THE WEST LINE OF SAID INSTRUMENT #84005216; THENCE S00°31'57"E ALONG SAID WEST LINE, A DISTANCE OF 47.00 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 2.30 ACRES MORE OR LESS.

PROJECT NO: 020-0583	RIGHT OF WAY	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: LS				
DATE: 11.18.2020				

RIGHT-OF-WAY
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
 CAPITAL AVENUE DRAINAGE IMPROVEMENTS

SECTION TIES

NE COR. SW 1/4 SEC. 1 T11N, R10W

FOUND 3/4" IRON BAR 1.0' BELOW GRADE. MONUMENT IS UNDER METAL "H" POLES

E 39.80 TO 5/8" REBAR @ GRADE
 NE 75.74 TO REDHEAD IN POWER POLE
 SE 107.37 TO MAG NAIL & WASHER IN POWERPOLE
 NW 19.13 TO 5/8" REBAR @ GRADE

SW COR. SW 1/4 SEC. 1 T11N R10W

FOUND ALUMINUM CAP (LS-263) IN ASPHALT ROAD

NW 62.55 TO P.K. NAIL W/ LS-458 WASHER IN POWER POLE
 NE 48.22 TO R.R. SPIKE IN POWER POLE
 SE 114.99 TO NAIL W/ RIBBON IN POWER POLE
 SW 46.09 TO TOP NUT OF FIRE HYDRANT

SE COR OF SW 1/4 SEC. 1 T11N R10W

FOUND ALUMINUM CAP W/ 5/8" IRON REBAR

S 33.00 TO 3/4" IRON PIPE
 SE 88.70 TO NAIL IN POWER POLE
 NE 44.88 TO "X" IN BRASS CAP (B.M. #740)
 NE 73.83 TO NAIL IN POWER POLE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON November 18th, 2020 UNDER MY PERSONAL SUPERVISION, I COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, 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 TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

USER: Istoltenberg
 V_XITOP0_0200583

DWG: C:\Temp\AcPublish_22760\ROW_LEGAL_11.16.2020.dwg
 DATE: Nov 18, 2020 2:53pm
 XREFS: V_XRWAY_0200583

Jai Jason Andrist
 JAI JASON ANDRIST
 NEBRASKA REGISTERED LAND SURVEYOR



PROJECT NO: 020-0583	RIGHT OF WAY	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: LS				
DATE: 11.18.2020				



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item E-4

Public Hearing on Acquisition of Public Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (HMS Enterprises, Inc.- 3333 W Old Potash Highway)

Council action will take place under Consent Agenda item G-18.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 24, 2020

Subject: Public Hearing on Acquisition of Public Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (HMS Enterprises, Inc. - 3333 W Old Potash Highway)

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 owner has signed the necessary documents to grant the property, as shown on the attached drawing.

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

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
HMS Enterprises, Inc.	<p>A PERMANENT ACCESS EASEMENT LOCATED IN PART OF LOT 2, ANTONSON SECOND SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 8000 FEET OF THE EAST 20.00 FEET OF SAID LOT 2. SAID PERMANENT ACCESS EASEMENT CONTAINS 1600 SQ FT MORE OR LESS.</p> <p style="text-align: center;">AND</p> <p>A PERMANENT UTILITY EASEMENT LOCATED IN PART OF LOT 2, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 10.00 FEET OF THE WEST 10.00 FEET OF SAID LOT 2. SAID PERMANENT EASEMENT CONTAINS 100 SQ FT MORE OR LESS.</p>	\$4,250.00

TOTAL= \$4,250.00

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

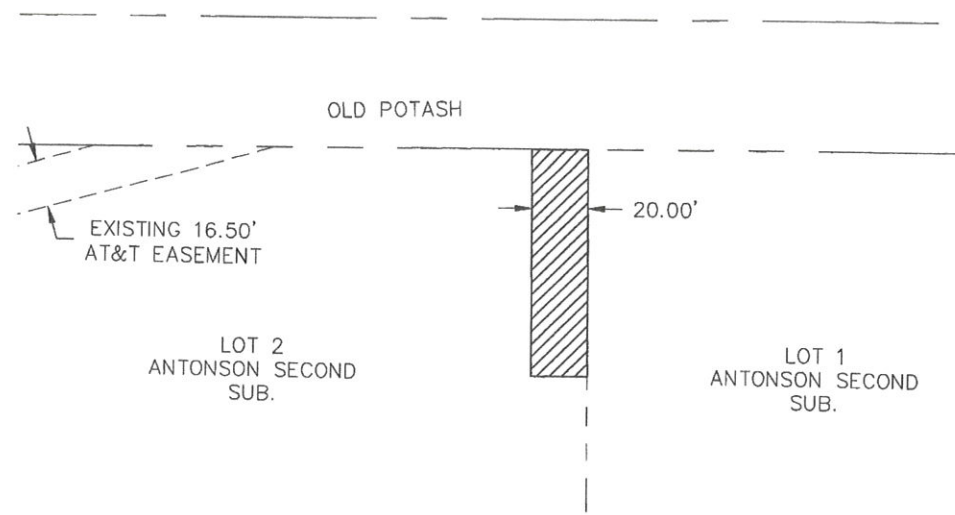
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of public easements from the affected property owner for Old Potash Highway Roadway Improvements; Project No. 2019-P-1.

Sample Motion

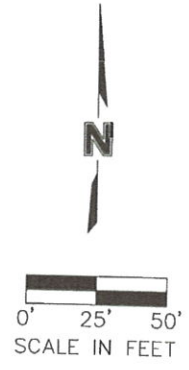
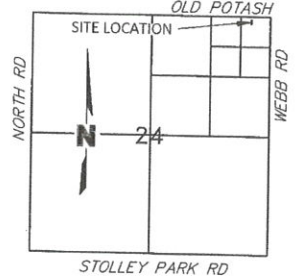
Move to approve the acquisitions.

ACCESS EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 23
OLD POTASH PAVING IMPROVEMENTS



LOCATION MAP
SEC. 24 T11N-R10W



LEGEND

- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- PROPOSED ACCESS EASEMENT

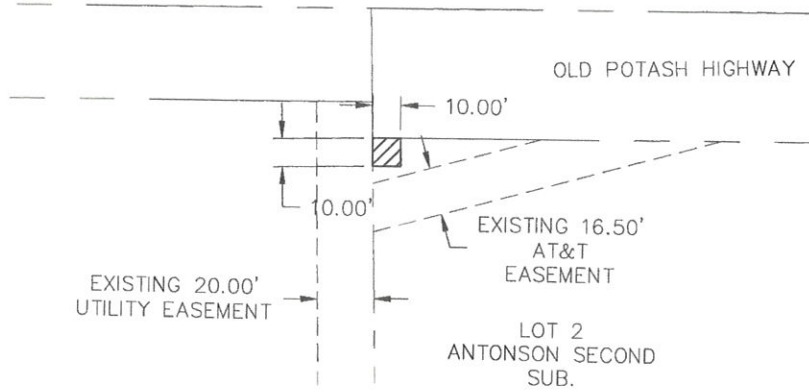
ACCESS EASEMENT DESCRIPTION

A PERMANENT ACCESS EASEMENT LOCATED IN PART OF LOT 2, ANTONSON SECOND SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE NORTH 8000 FEET OF THE EAST 20.00 FEET OF SAID LOT 2. SAID PERMANENT ACCESS EASEMENT CONTAINS 1600 SQ FT MORE OR LESS.

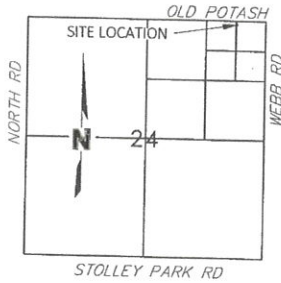
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 DATE: Jan 08, 2020 2:25pm

PROJECT NO: 2017-3110	ACCESS EASEMENT	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT 1
DRAWN BY: LS				
DATE: 9.10.2019				

UTILITY EASEMENT
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
 TRACT NO. 23
 OLD POTASH HIGHWAY PAVING IMPROVEMENTS



LOCATION MAP
 SEC. 24 T11N-R10W



LEGEND

- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- PROPOSED UTILITY EASEMENT

UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN PART OF LOT 2, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 THE NORTH 10.00 FEET OF THE WEST 10.00 FEET OF SAID LOT 2. SAID PERMANENT EASEMENT CONTAINS 100 SQ FT MORE OR LESS.

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 DATE: Jan 08, 2020 2:25pm
 XREFS: v_xrway_gimsp_73110 v_xtopo_gimsp_73110

PROJECT NO:	2017-3110
DRAWN BY:	LS
DATE:	9.10.2019

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



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item E-5

Public Hearing on Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (USCOC Nebraska/Kansas, LLC- 3560 Kaufman Avenue)

Council action will take place under Consent Agenda item G-20.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 24, 2020

Subject: Public Hearing on Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (USCOC Nebraska/Kansas, LLC- 3560 Kaufman Avenue)

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.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
USCOC Nebraska/Kansas, LLC	A TRACT OF LAND LOCATED IN LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N01°32'13"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 21.41 FEET; THENCE N81°25'22"E A DISTANCE OF 41.04 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECITON HAVING A DELTA ANGLE OF 6°46'20", A RADIUS OF 780.00 FEET, A CHORD BEARING OF N84°48'32"E, A CHORD DISTANCE OF 92.14, AN ARCH LENGTH OF 92.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5, POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF KAUFMAN AVENUE, POINT ALSO BEING A POINT OF CURVATURE; THENCE ALONG THE SOUTH LINE OF SAID LOT 5, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID KAUFMAN AVENUE, AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 29°20'48", A RADIUS OF 269.56 FEET, A CHORD BEARING OF S74°46'31"W WITH A CHORD DISTANCE OF 136.56 FEET, AN ARCH LENGTH OF 138.07 FEET; TO A POINT OF BEGINNING. SAID TRACT CONTAINS 815 SQ FT.	\$2,450.00

Total= \$2,450.00

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

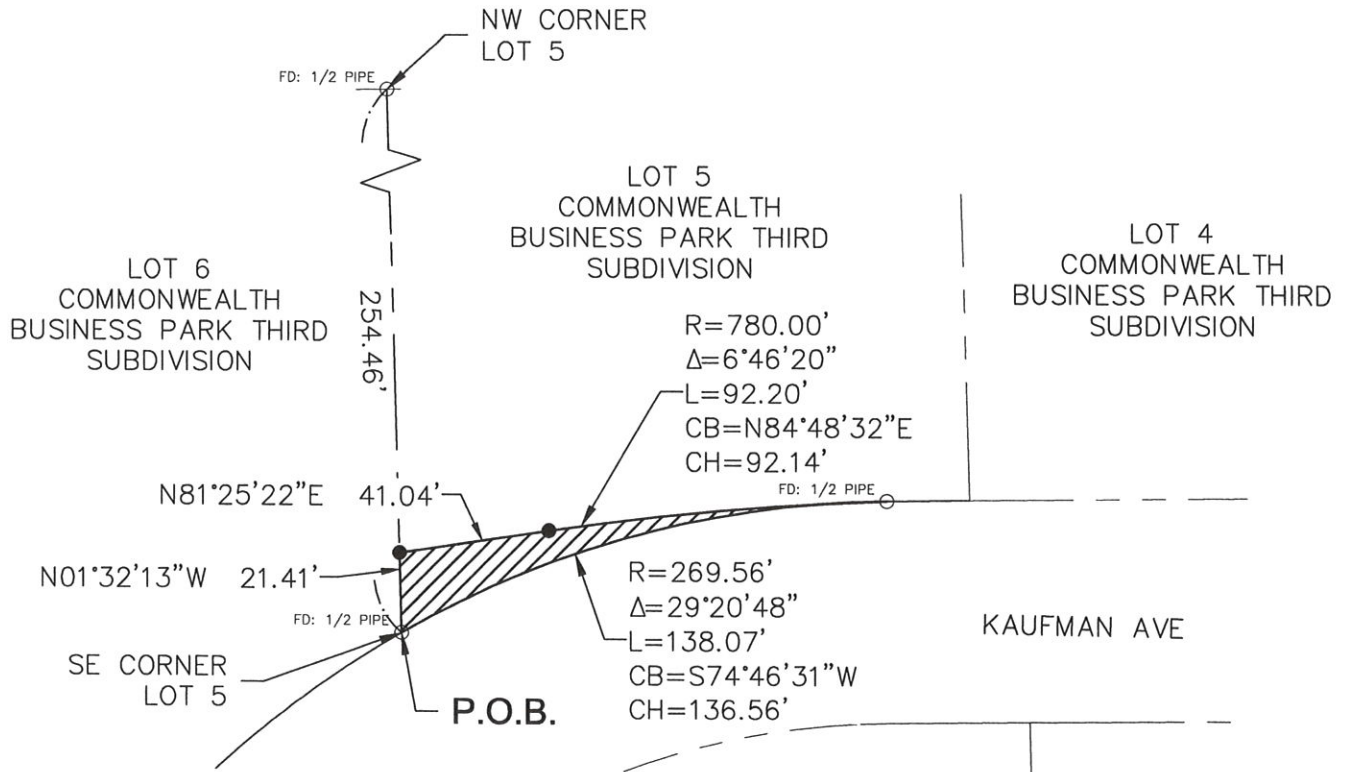
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way from the affected property owner, in the total amount of \$2,450.00.

Sample Motion

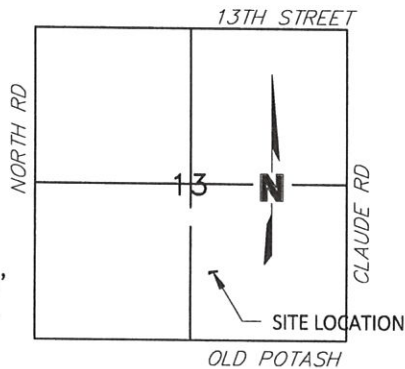
Move to approve the acquisition.

RIGHT-OF-WAY

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 32
OLD POTASH PAVING IMPROVEMENTS



LOCATION MAP SEC. 13 T11N-R10W



LEGEND

- ⊕ SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (AS NOTED)
- EXISTING EASEMENT LINE
- - - EXISTING PROPERTY LINE
- RIGHT OF WAY BOUNDARY LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE

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RIGHT-OF-WAY

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TRACT NO. 32

OLD POTASH PAVING IMPROVEMENTS

RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND LOCATED IN LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N01°32'13"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 21.41 FEET; THENCE N81°25'22"E A DISTANCE OF 41.04 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 6°46'20", A RADIUS OF 780.00 FEET, A CHORD BEARING OF N84°48'32"E, A CHORD DISTANCE OF 92.14, AN ARCH LENGTH OF 92.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5, POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF KAUFMAN AVENUE, POINT ALSO BEING A POINT OF CURVATURE; THENCE ALONG THE SOUTH LINE OF SAID LOT 5, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID KAUFMAN AVENUE, AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 29°20'48", A RADIUS OF 269.56 FEET, A CHORD BEARING OF S74°46'31"W WITH A CHORD DISTANCE OF 136.56 FEET, AN ARCH LENGTH OF 138.07 FEET; TO A POINT OF BEGINNING. SAID TRACT CONTAINS 815 SQ FT.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON DECEMBER 16, 2019 UNDER MY PERSONAL SUPERVISION, I COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION AN ADDITION TO 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 TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

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City of Grand Island

Tuesday, November 24, 2020

Council Session

Item F-1

**#9795 - Consideration of Approving Annexation of Property
Located at 4127 West Husker Highway – Leaman Acres
Subdivision (Final Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 24, 2020

Subject: An Ordinance to include Leaman Acres 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.

Michael T. Leaman and Ralisa E. Leaman husband and wife, as owners of the property submitted a plat of Leaman Acres Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting October 7, 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 final 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.

Three residential lots would be added to the City as a result of this annexation. This property is located south of Husker Highway and east of Graham Avenue.

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

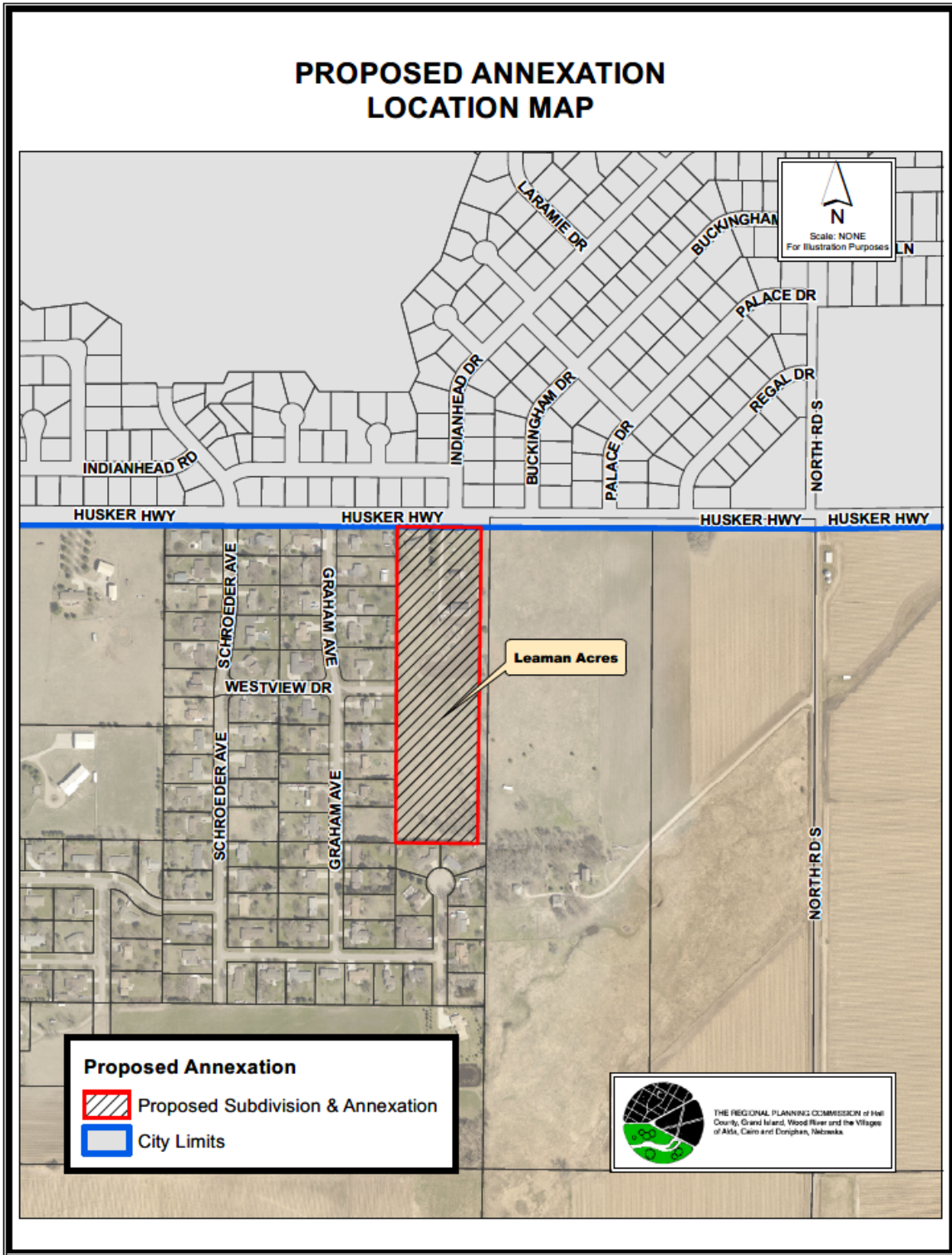
Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on final reading.

PROPOSED ANNEXATION LOCATION MAP



ORDINANCE NO. 9795

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 Leaman Acres 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 Michael T. Leaman and Ralisa E. Leaman., as owners of the property submitted a plat of Leaman Acres 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	☐ _____
November 23, 2020	☐ City Attorney

ORDINANCE NO. 9795 (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 October 27, 2020 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on November 10, 2020 approved such annexation on second reading and on November 24, 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. 9795 (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. 9795 (Cont.)

Enacted: November 24, 2020

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

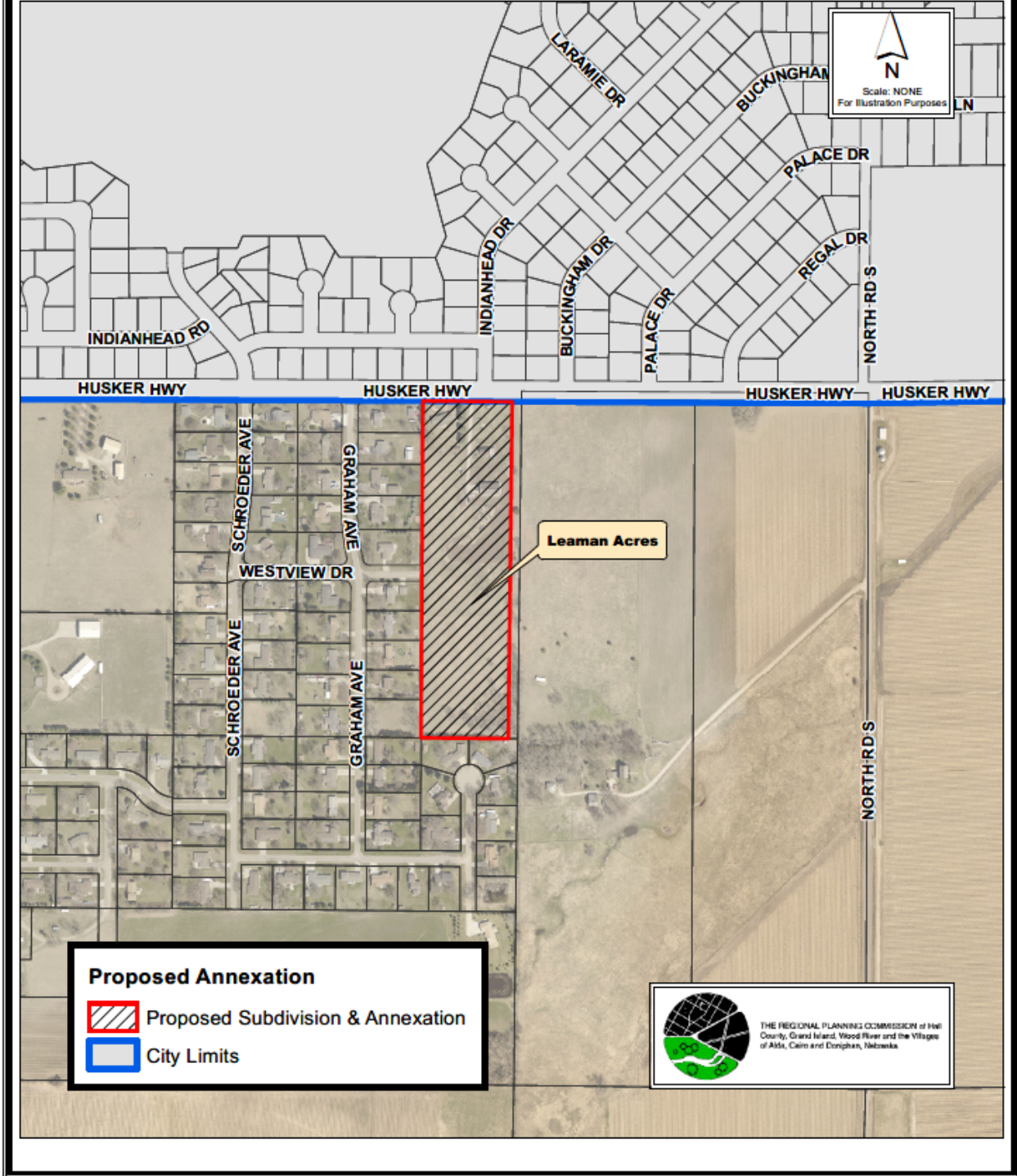
Exhibit A

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 10 WEST, OF THE 6TH P.M., HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 35 (NORTH $\frac{1}{4}$ CORNER) THENCE S89°41'01"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ A DISTANCE OF 943.57 FEET, THENCE S00°18'02"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING S00°18'02"W ON THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SUBDIVISION AND THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION A DISTANCE OF 1279.89 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION AND ALSO BEING THE NORTHWEST CORNER OF LOT 20 WESTROADS ESTATES THIRD SUBDIVISION, THENCE S89°24'08"E ON THE NORTH LINE OF SAID WESTROADS ESTATES THIRD SUBDIVISION A DISTANCE OF 334.94 FEET, THENCE N00°39'26"E ON A LINE PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ A DISTANCE OF 1281.55 FEET TO THE SOUTH RIGHT OF WAY LINE OF HUSKER HIGHWAY, THENCE N89°41'01"W ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 342.91 FEET TO THE POINT OF BEGINNING, CONTAINING 9.96 ACRES MORE OR LESS.

PROPOSED ANNEXATION LOCATION MAP





City of Grand Island

Tuesday, November 24, 2020

Council Session

Item F-2

#9804 - Consideration of Approving City Code Amendments to Chapter 15, Electricity Adoption of the 2020 National Electrical Code

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: November 24, 2020

Subject: City Code Amendments to Chapter 15, Electricity Adoptions of the 2020 National Electrical Code

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for City Council approval to modify the City Code by adopting the 2020 edition of the National Electric Code. The City has for several decades adopted and enforced electrical codes to safeguard persons and property from the hazards arising from the use of electricity. The 2020 National Electric Code (NEC) is the current edition of the national standard for the installation of electrical wiring systems. Typically the State of Nebraska adopts the current edition of the NEC and requires local inspection programs to adopt and enforce the current regulations as part of the State approval of local programs.

Discussion

The proposed amendment to chapter 15 of the Grand Island City code will adopt the current edition of the National Electric Code. The City's electrical board has reviewed the 2020 NEC and recommends approval with the local amendments as outlined in the proposed ordinance.

Alternatives

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

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

Recommendation

The City Electrical Board and City Staff recommends that the City Council approve adopting the 2020 NEC, with the local amendments and begin enforcement on January 1, 2021.

Sample Motion

Move to approve.

ORDINANCE NO. 9804

An ordinance to amend Chapter 15 of the Grand Island City code; to amend Sections 15-2, 15-3, 15-5, 15-6, 15-8, 15-11, and 15-14; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and effective date of this ordinance.

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

SECTION 1. Sections 15-2, 15-3, 15-5, 15-6, 15-8, 15-11, and 15-14 of the Grand Island City Code Chapter 15 are amended to read as follows:

§15-2. National Electrical Code Adopted

(A) There is hereby adopted by the City of Grand Island for the purpose of safeguarding persons and buildings from hazards arising from the use of electricity for light, heat, power, radio, signaling, and other purposes, that certain code known as the National Electrical Code, ~~2017~~ 2020 Edition, recommended by the National Fire Protection Association, except as modified by this section.

(B) The National Electrical Code is modified by deleting Article 210-52C Subsection 2 and 3-(a), Articles 320 and 330 are amended by §15-3 of the Grand Island City Code.

(C) One copy of the National Electrical Code, ~~2017~~ 2020 Edition, shall be on file in the City Clerk's office for public use and inspection as provided by law.

§15-3. Amendments to National Electrical Code, ~~2017~~ 2020 Edition

The following sections are adopted as amendments to the same numbered sections of the National Electrical Code ~~2017~~ 2020 Edition:

Article 210.11(C)(3) Shall be limited to two bathrooms.

Article 320 – Armored cable (type AC)

Anti- short bushings shall be used.

Article 330 - Metal-Clad Cable (Type MC)

Anti- short bushings shall be used.

§15-5. Installation of Service Conductors

All electrical service conductors shall be installed according to the National Electrical Code with the following additional requirements. The point of entrance in all cases shall be determined by the Grand Island Utilities Department:

Overhead Service

~~The service mast must be Rigid or Intermediate metal conduit.~~ Where the service mast is used for the sole support of the service drop, the minimum size shall be two-inch ~~intermediate or galvanized rigid metal conduit.~~ The service mast shall be continuous with no interruptions. The point of attachment shall be a minimum height of twelve (12) feet.

Underground Service

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney

ORDINANCE NO. 9804 (Cont.)

The service conductors shall be installed in a continuous approved conduit system from the service head, transformer or secondary tap box to the main meter socket or service disconnect. The first ten feet of conduit out of the ground attaching to a utility pole shall be schedule 40 G.R.C. conduit.

§15-6. Service Entrances

Each service entrance with 2,000 amperes capacity or less shall be provided with a readily accessible main disconnecting device with appropriate overcurrent protection; provided, each service entrance larger than 2,000 amperes capacity shall comply with the provisions of the National Electric Code. The device shall disconnect all ungrounded conductors from the source of supply in one motion or operation of the hand. For overhead services, said overcurrent protection shall be installed within twenty-five (25) feet from the weatherhead, and within ten (10) feet from where the conductors enter the building. For underground services, said overcurrent protection shall be installed within ten (10) feet from where the conductors enter the building, and within 25' of where the conduit emerges from grade.

(A) *Provisions for Metering.* The meter socket shall be the “ring type” meter socket for 200 amp services and below. Meter sockets shall be mounted on the outside of a principal building with the centerline located between five (5) and six (6) feet above finished grade. With prior approval given by the Utilities Department and Building Department, meter sockets may be located on UL listed pedestals, accessory buildings greater than 625 square feet constructed on perimeter foundations extended below frost depth, or alternate locations approved by the Departments. Additional provisions for metering can be found in the Metering Standards set out by the Grand Island Utilities Department.

(B) Single family switches shall be grouped to disconnect them with one motion of the hand.

(C) *Multiple Family Units.* New multiple family units constructed in compliance with Chapter 8 of the Grand Island Code may be allowed up to 6 switches, one switch per unit. All switches shall be grouped together in one listed and approved assembly.

(D) *Number of Services.* One electrical service shall be provided for each tract or parcel of land, except upon written request and approval by the Utilities Director and Building Department Director, and/or their respective designee, and in conformance with this Code.

(E) *Electric Meter Location.* The electric meter shall be located on the property that it is supplying power to, unless prior approval by the Utilities Department and Building Department.

(F) *Meter Tampering.* Pursuant to Nebraska Revised Statute 25-21,275, tampering or bypassing a meter is strictly prohibited and will result in immediate disconnection.

(G) *Grade Changes.* The property owner shall be responsible for any repairs or modifications to City owned equipment damaged or deemed unsafe due to grade changes, settlement or erosion.

Amended by Ordinance No. 9712, effective 11-13-2018

§15-8. Wiring In Single and Multiple-Family Units

(A) Multiple family units may have branch circuits in individual units wired with nonmetallic sheathed cable if construction complies with Chapter 8 of the Grand Island City Code.

(B) Existing residential buildings containing more than six family units not having a two-hour fire wall rating separation as provided in Chapter 8 of the Grand Island City Code shall not be wired with nonmetallic cable.

(C) No wiring in basements below the floor joist on exterior walls shall be wired with unprotected nonmetallic cable.

(D) Smoke alarms shall be installed to comply with Section R314 of the ~~2015~~ 2018 International Residential Code.

(E) Carbon monoxide alarms shall be installed to comply with Section R315 of the ~~2015~~ 2018 International Residential Code.

§15-11. Requirements for Electrical Installations

(A) Aluminum Conductors – aluminum conductors may be used for service entrance and feeders only.

ORDINANCE NO. 9804 (Cont.)

(B) Equipment grounding conductors – an equipment grounding conductor will be required in all conduit systems except for rigid metal conduit systems with threaded hubs, couplings or fittings.

~~(C) CSST gas piping shall be bonded to comply with section 1312.2 of the 2015 Uniform Mechanical Code.~~

~~(D)~~ (C) Non-grounding receptacles shall not be installed, either in new work or for replacement, after December 31, 2014.

§15-14. Permit for Work; Required

No electrical wiring work, unless excepted in this section, shall be undertaken prior to the issuance of a permit therefor by the Building Department. Such permit shall be issued only to a registered contracting electrician.

No permit shall be required for minor repair work such as ~~repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping bare wires and joints, and repairing drop cords~~ replacing a switch.

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

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication pursuant to law beginning January 1, 2021.

Enacted: November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item F-3

#9805 - Consideration of Approving City Code Amendments to Chapter 18, Adoption of the 2018 Edition of the Uniform Mechanical Codes

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: November 24, 2020

Subject: Amending Chapter 18 of the Grand Island City Code, to Adopt the 2018 Edition of the Uniform Mechanical Codes

Presenter(s): Craig Lewis, Building Department Director

Background

The City of Grand Island has adopted and enforced mechanical regulations for several years. Currently the 2015 Edition of the Uniform Mechanical Code is adopted to provide minimum standards for the protection of the public health, safety, and welfare in regard to mechanical installations and facilities. This proposal is to amend the City Code to adopt the latest edition of the Uniform Mechanical Code, that being the 2018 edition.

Discussion

The City generally adopts published model codes on a three to six year cycle as model codes are published and revised every three years. This edition and adoption is intended to keep Grand Island current with the latest model codes.

These modifications have been before the Grand Island Mechanical Board and received their approval and endorsement.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the ordinance to adopt the 2018 Uniform Mechanical Code and modify chapter 18 of the City Code.

Sample Motion

Move to approve amending Chapter 18 of the City Code.

ORDINANCE NO. 9805

An ordinance to amend Chapter 18 of the Grand Island City code; to amend Sections 18-5, 18-6, 18-9, 18-10, 18-41, 18-49, and 18-64; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and effective date of this ordinance.

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

SECTION 1. Sections 18-5, 18-6, 18-9, 18-10, 18-41, 18-49, and 18-64 of the Grand Island City Code Chapter 18 are amended to read as follows:

§18-5. Uniform Mechanical Code Adopted

The Uniform Mechanical Code, ~~2015~~ 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted, together with Appendices as set forth hereafter, and any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the Grand Island City Code. One copy of the Uniform Mechanical Code, ~~2015~~ 2018 Edition, and all supplements or amendments thereto shall be filed in the office of the city clerk as provided by law.

The following appendices shall be adopted along with the Uniform Mechanical Code adopted by this section:

1. Appendix C- Installation and Testing of Oil (Liquid) Fuel-Fired Equipment.
2. Appendix E- Sustainable Practices
3. Appendix F- Sizing of Venting Systems and Outdoor Combustion and Ventilation Opening Design
4. Appendix G- Example Calculation of Outdoor Air Rate

§18-6. UMC - Certain Sections not Adopted

It is especially provided that the following chapters, sections, and tables of the Uniform Mechanical Code are not adopted or approved, and the same shall be of no force and effect:

1. 1 Table 104.5 Mechanical Permit Fees.
2. Sections 1203.2 Dual Purpose Water Heater, 1207.3 Dual-Purpose Water Heaters, 1207.3.1 Temperature Limitations and Table 1203.2 Water Heaters.
3. Chapter 11- Refrigeration.
4. Chapter 14- Process Piping.
5. Chapter 16- Stationary Power Plants.
6. Appendix A- Residential Plan Examiner Review Form for HVAC System Design.
7. Appendix B- Procedures to be Followed to Place Gas Equipment in Operation.
8. Appendix D- Fuel Supply: Manufactured/Mobile Home Parks and Recreational Vehicle Parks.

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney

ORDINANCE NO. 9805 (Cont.)

- 9. Section 806.0 Certificate of Acceptance Forms of Appendix E- Sustainable Practice.
- 10. Section 603.10.1 Duct Leakage Test.

§18-9. UMC - Amendment of Subsection 112.1-104.0

Subsection 112.1 of the Uniform Mechanical Code is hereby amended to include the following:

112.1 104.1. Permits Required.

It shall be unlawful for any person, firm or corporation to make any installation, alteration or repair any mechanical system regulated by this Code except as permitted in Subsections 112.2 of this section, or cause the same to be done without first obtaining a permit to do such work from the Grand Island Building Department.

(A) A permit is required for the installation or replacement of all fuel burning heating equipment, and water heaters together with all chimneys, vents and their connectors.

(B) A permit is required for the installation, repair, or alteration of all fuel gas piping in or in connection with any building or structure or within the property lines of any premises, other than service pipe.

A permit is required for the installation or replacement of all warm-air furnaces and heating systems including all chimneys, vents, and their connectors.

(C) No Commercial Hoods and Kitchen Ventilation equipment shall be installed without a permit.

(D) A separate permit shall be obtained for each building or structure.

No person shall allow any other person to do or cause to be done any work under a permit secured by a permittee except persons in his or her employ.

(E) A permit is required for the repair, replacement, or installation of a gas piping.

(F) No permit shall be issued to any person to do or cause to be done any work regulated by this Code, except to a person holding a valid unexpired and unrevoked mechanical license as required by this chapter, except when and as otherwise hereinafter provided in this section.

(G) Any permit by this code may be issued to do any work regulated by this code in a single family dwelling used exclusively for living purposes, including the usual accessory buildings and quarters in connection with such buildings in the event that such person is the bona fide owner of any such dwelling and accessory buildings and quarters, and that the same are currently occupied by said owner, provided, that said owner shall personally purchase all material and shall personally perform all labor in connection therein. This, however, shall exclude all gas piping and venting of fuel combustion appliances.

§18-10. UMC - Amendment of Subsection 115.2-104.5

Subsection 115.2 of the Uniform Mechanical Code is hereby amended to read as follows:

115.2 104.5 Fees.

The fee for each permit identified in this chapter shall be set forth in accordance with the City of Grand Island Fee Schedule.

§18-11. Reserved

§18-41. Certificate; Revocation

~~The Board may revoke any certificate of registration of any mechanical contractor after hearing by the Board for any of the following reasons:~~

~~The city council by a majority vote shall have the power to revoke any certificate of registration of any mechanical contractor, upon the recommendation of the Mechanical Board for any of the following reasons:~~

- ~~(1) Lack of competency or lack of knowledge in matters relevant to the certificate of registration;~~
- ~~(2) Certificate of registration being obtained by fraud;~~

ORDINANCE NO. 9805 (Cont.)

- (3) The lending of any certificate of registration or the obtaining of permits there under for any other person;
- (4) Failure to comply with this Code and any rules issued by the chief building official or Board;
- (5) Abandonment of any contract or undertaking without good cause or fraudulent departure from plans or specifications;
- (6) Failure to obtain or cause to be obtained permits when the same are required by this code.

The chief building official shall serve notice of such action by registered mail to the holder of the certificate.

§18-49. License; Revocation

The ~~city council~~ Mechanical Board by a majority vote shall have the power to revoke the license of any journeyman mechanical fitter or master mechanical fitter ~~upon the recommendation of the Board~~, if the license was obtained through error or fraud, or if the recipient thereof is shown to be grossly incompetent, or has a second time willfully violated any of the provisions of this article or any other provisions of City of Grand Island Code related to gas piping, Heating, Venting, Air Conditioning systems (HVAC) or mechanical work. This penalty shall be cumulative and in addition to the penalties prescribed for the violation of the provisions of this article.

Before a license may be revoked, the licensee shall have notice in writing, enumerating the charges alleged, and shall be entitled to a hearing before the ~~city council~~ Mechanical Board not sooner than five days from receipt of the notice. The licensee shall be given an opportunity to present testimony, oral or written, and shall have the right of cross-examination. All testimony before the ~~city council~~ Mechanical Board shall be given under oath. The ~~city council~~ Mechanical Board shall have power to administer oaths, issue subpoenas, and compel the attendance of witnesses. The decision of the ~~city council~~ Mechanical Board shall be based upon the evidence produced at the hearing, and such decision shall be final. A person whose license has been revoked shall not be permitted to reapply for another such license within one year from the date of such revocation.

§18-64. Revocation; Re-Registration

~~The mayor and council by a majority vote shall have the power to revoke any mechanical contractor or master mechanical fitter's certificate or registration upon the recommendation of the chief building official and examining board for mechanical fitters if the same was obtained through error or fraud or if the recipient thereof is shown to be grossly incompetent or has willfully violated any of the provisions of this article or the mechanical code of the City a second time. This penalty shall be cumulative and in addition to the penalties prescribed for the violation of the provisions of this article.~~ If a certificate of registration ~~be~~ is revoked, the holder of the same shall not apply for registration until one year from the date of such revocation.

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

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication pursuant to law beginning January 1, 2021.

ORDINANCE NO. 9805 (Cont.)

Enacted: November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item F-4

#9806 - Consideration of Approving City Code Amendments to Chapter 26, Adoption of the 2018 Uniform Plumbing Code

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: November 24, 2020

Subject: Amending Chapter 26 of the Grand Island City Code to Adopt the 2018 Uniform Plumbing Code

Presenter(s): Craig Lewis, Building Department Director

Background

The City of Grand Island has adopted and enforced plumbing regulations for several decades. Currently the 2015 Edition of the Uniform Plumbing Code is adopted to provide minimum standards for the protection of the public health, safety, and welfare in regard to plumbing installations and facilities. This proposal is to amend the City code to adopt the latest edition of the Uniform Plumbing Code, that being the 2018 Edition.

Discussion

The City generally adopts published model codes on a three to six year cycle as model codes are published and revised every three years. This edition and adoption is intended to keep Grand Island current with the latest model plumbing code.

Major revisions to Chapter 26 include;

- 26-1 Adoption of the 2018 Uniform Plumbing Code.
- 26-45.2 Plumbing Board revocation of license with Council appeal.
- 26-45.3 Plumber license to Apprentice ratio.
- 26-47 Continuing Education.

These modifications have been before the Grand Island Plumbing Board and received their approval and endorsement.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the ordinance to adopt the 2018 Uniform Plumbing Code and modify Chapter 26 of the City Code.

Sample Motion

Move to approve amending Chapter 26 of the City Code.

ORDINANCE NO. 9806

An ordinance to amend Chapter 26 of the Grand Island City Code; to amend sections 26-1; 26-2; sections 26-5 through 26-11; sections 26-13 through 26-15; 26-17; 26-18; 26-26; 26-28; 26-34; 26-40; sections 26-43; through 26-50; to make general corrections to various code sections; 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 CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA;

SECTION 1. 26-1; 26-2; sections 26-5 through 26-11; sections 26-13 through 26-15; 26-17; 26-18; 26-26; 26-28; 26-34; 26-40; sections 26-43; through 26-50; of the Grand Island City Code are hereby amended to read as follows:

CHAPTER 26

PLUMBING

Article I. Uniform Plumbing Code

§26-1. Uniform Plumbing Code Adopted

The Uniform Plumbing Code, ~~2015~~ 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted, together with Appendices as set forth hereafter, and any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the Grand Island City Code. One copy of the Uniform Plumbing Code, ~~2015~~ 2018 Edition, and all supplements or amendments thereto shall be filed in the office of the city clerk as provided by law.

The following appendices shall be used with the Uniform Plumbing Code adopted by this section:

1. Appendix A – Recommended Rules for Sizing the Water Supply System.
2. Appendix B – Explanatory Notes on Combination Waste and Vent Systems.
3. Appendix C – Alternative Plumbing Systems
4. Appendix D – Sizing Storm Water Drainage Systems

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney

§26-2. UPC - Certain Sections not Adopted

It is especially provided that the following chapters, sections, and tables of the Uniform Plumbing Code are not adopted or approved, and the same shall be of no force and effect:

1. Table 104.5 - Plumbing Permit Fees.
2. Section 612.0 – Residential Fire Sprinkler Systems.
3. Chapter 13 – Health Care Facilities and Medical Gas and **Medical** Vacuum Systems.
4. Chapter 15 – Alternative Water Sources for Nonpotable Applications.
5. Chapter 16 – Nonpotable Rainwater Catchment Systems.
6. Appendix E – Manufacture/Mobile Home Parks and Recreational Vehicle Parks.
7. Appendix F – Firefighter Breathing Air Replenishment Systems
8. Appendix G – Sizing of Venting Systems
9. Appendix H – Private Sewage Disposal Systems.
10. Appendix I – Installation standards.
11. Appendix J – Combination of Indoor and Outdoor Combustion and Ventilation Opening Design
12. Appendix K – Potable Rainwater Catchment Systems
13. Appendix L – Sustainable Practices
14. **Appendix M – Peak Water Demand Calculator**

§26-6. ~~§26-5.~~ UPC – Amendment of Subsection 103.1.3 **103.3.1 Licensing**

Subsection 103.1.3 of the Uniform Plumbing Code is hereby amended to include the following:

- (A) No permit shall be issued to any person to do or cause to be done any work regulated by this Code, except to a person holding a valid unexpired and unrevoked plumbing license as required by this chapter, except when and as otherwise hereinafter provided in this section.
- (B) **No person shall allow any other person to do or cause to be done any work under a permit secured by a permittee except persons in his or her employ.**
- (C) **No person or concern who has obtained a plumber's license pursuant to this article, shall allow his or her name to be used by another person or concern, either for the purpose of obtaining permits, or for doing business or work under such registration or license. Every person licensed pursuant to this section shall notify the Board of any change of street address.**
- (D) ~~(B)~~ A permit may be issued to a properly licensed person not acting in violation of any current contractor licensing law.
- (E) ~~(C)~~ Any permit by this code may be issued to do any work regulated by this code in a single family dwelling used exclusively for living purposes, including the usual accessory buildings and quarters in connection with such buildings in the event that such person is the bona fide owner of any such dwelling and accessory buildings and quarters, and that the same are currently occupied by said owner, provided, that said owner shall personally purchase all material and shall personally perform all labor in connection therein. This, however, shall exclude all gas piping and venting of fuel combustion appliances.

§26-5. ~~§26-6.~~ UPC - Amendment of Subsection 103.1.1 **104.1**

Subsection ~~103.1.1~~ **104.1** of the Uniform Plumbing Code is hereby amended to include the following:

~~103.1.1.~~ **104.1** Permits Required.

~~It shall be unlawful for any person, firm or corporation to make any installation, alteration or repair any plumbing system regulated by this Code except as permitted in Subsections 103.1.2 of this section, or cause the same to be done without first obtaining a permit to do such work from the Grand Island Building Department.~~

- ~~-(A) A permit is required for the installation or replacement of all fuel burning and other water heaters, heating potable water, together with all chimneys, vents and their connectors.~~
- ~~-(B) A permit is required for the installation, repair, or alteration of all fuel gas piping in or in connection with any building or structure or within the property lines of any premises, other than service pipe.~~
- ~~-(C) No device shall be installed for the prevention of backflow or back-siphonage, or be removed from use, or relocated, or other device substituted without a permit.~~
- ~~-A permit is required for lawn irrigation systems.~~
- ~~-(D) No water treating or conditioning equipment shall be installed without a permit.~~
- (E) A permit and inspection are required when repairing, replacing, or installing a sewer lateral, sewer tap, or sewer cap within five (5) feet of the City main, and when repairing or replacing fifty (50) percent or more of the sewer lateral. Any repair, replacement, or installation of a new sewer tap shall be done in compliance with the Grand Island City Code, Chapter 30, Articles IV and V.
- ~~-(F) A permit is required for the repair, replacement, or installation of a water service. A Plumbing Inspection Fee will be assessed on all water meter installations and replacements.~~
- ~~-(G) A separate permit shall be obtained for each building or structure.~~
- ~~-No person shall allow any other person to do or cause to be done any work under a permit secured by a permittee except persons in his or her employ.~~

§26-7. UPC - Amendment of Subsection ~~103.4.1~~ 104.5

Subsection ~~103.4.1~~ 104.5 of the Uniform Plumbing Code is hereby amended to read as follows:

~~103.4.1~~ 104.5 Permit Fees.

The fee for each permit identified in this chapter shall be set forth in accordance with the City of Grand Island Fee Schedule.

~~§26-8. UPC – Amendment of Subsection 310.1 Reserved~~

~~Subsection 310.1 of the Uniform Plumbing Code is hereby amended to include the following:~~

~~Workmanlike shall mean executed in a skilled manner; e.g. generally plumb, level, square, in-line, undamaged, and without marring adjacent work.~~

§26-9. UPC - Amendment of Subsection ~~313.11~~ 312.2

Subsection ~~313.11~~ 312.2 of the Uniform Plumbing Code is hereby amended to include the following:

Cutting, notching and boring of floor joists and studs shall comply with Table 26-3-1, which is attached and adopted herein.

§26-10. UPC – Amendment of Subsection 604.1

Subsection 604.1 of the Uniform Plumbing Code is hereby amended to ~~delete the use of CPVC, and~~ include the following:

~~Cross linked polyethylene water tubing may be used as water distribution systems inside buildings.~~ All installers of the Pex PEX systems must hold a certificate of training from the manufacturer.

§26-10.1 UPC – Amendment of Table 604.1

Table 604.1 of the Uniform Plumbing code is hereby amended to delete the use of CPVC.

§26-11. UPC - Amendment of Subsection ~~604.2~~ 604.3 Exception:

Subsection ~~604.2~~ 604.3 Exception: of the Uniform Plumbing Code is hereby amended to read as follows:

~~Copper tube for water piping shall have a weight of not less than Type L, except that~~ Type M copper tubing may be used for water piping when piping is above ground in a building. Copper tube for underground water piping within a building shall have a weight of not less than Type L. Copper tube for underground water service piping shall have a weight of not less than Type K.

§26-11.1 UPC – Subsection 605.2 CPVC Plastic Pipe and Joints, Deleted

Subsection 605.2 CPVC Plastic Pipe and Joints is deleted from the UPC.

§26-11.2 UPC – Subsection 605.3 CPVC/AL/CPVC Plastic Pipe and Joints, Deleted

Subsection 605.3 CPVC/AL/CPVC Plastic Pipe and Joints is deleted from the UPC.

§26-13. UPC – Amendment of Subsection ~~608.5~~ Reserved

~~Subsection 608.5 of the Uniform Plumbing Code is hereby amended to delete the use of CPVC.~~

§26-14. UPC - Amendment of Section ~~717.0~~ Subsection 717.1

~~Section 717.0 of the Uniform Plumbing Code is hereby amended to read as follows:~~

~~717.0 Size of Building Sewers~~

Subsection 717.1 of the Uniform Plumbing code is hereby amended to read as follows:

717.1 General. The minimum size of ~~any~~ a building sewer shall be determined on the basis of the total number of fixture units drained by such sewer, in accordance with Table 7-8 717.1. No building sewer shall be smaller than the building drain and in no case less than four (4) inches.

For alternate methods of sizing building sewers, see Appendix C.

§26-15. UPC - Amendment of Subsection 722.1

Subsection 722.1 of the Uniform Plumbing Code is hereby amended to read as follows:

722.1 Building (House) Sewer. Every abandoned building (house) sewer or part thereof shall be plugged or capped in an approved manner at the city main.

§26-17. UPC - Amendment of ~~Chapter 14~~ Section 1211 Electrical Bonding and Grounding.

~~1211.0 Electrical Bonding and Grounding.~~

~~1211.1 Pipe and Tubing other than CSST.~~ Each aboveground portion of a gas piping system other than CSST that is likely to become energized shall be electrically continuous and bonded to an effective ground fault current path. ~~Gas piping, other than CSST, shall be considered to be bonded where it is connected to appliances that are connected to the appliance grounding conductor of the circuit supplying that appliance. [NFPA 54:7.13.1]~~

~~1211.2 Bonding of CSST Gas Piping.~~ CSST gas piping systems, and gas piping systems containing one or more segments of CSST, shall be bonded to the electrical

~~service grounding electrode system or, where provided, lightning protection grounding electrode system. [NFPA 54:7.13.2]~~

~~**1211.2.1 Bonding Jumper Connection.** The bonding jumper shall connect to a metallic pipe, pipe fitting, or CSST fitting. [NFPA 54:7.13.2.1]~~

~~**1211.2.2 Bonding Jumper Size.** The bonding jumper shall not be smaller than 6-AWG copper wire or equivalent. [NFPA 54:7.13.2.2]~~

~~**1211.2.3 Bonding Jumper Length.** The length of the jumper between the connection to the gas piping system and the grounding electrode system shall not exceed 75 feet (22 875 mm). Any additional electrodes shall be bonded to the electrical service grounding electrode system or, where provided, lightning protection grounding electrode system. [NFPA 54:7.13.2.3]~~

~~**1211.2.4 Bonding Connections.** Bonding connections shall be in accordance with NFPA 70. [NFPA 54:7/13/2/4]~~

~~**1211.2.5 Devices Used for Bonding.** Devices used for the bonding connection shall be listed for the application in accordance with UL 467. [NFPA 54:7/13/2/5]~~

~~**1211.3 Prohibited Use.** Gas piping shall not be used as a grounding conductor or electrode. [NFPA 54:7.13.3]~~

~~**1211.4 Lightning Protection System.** Where a lightning protection system is installed, the bonding of the gas piping shall be in accordance with NFPA 780. [NFPA 54:7.13.4]~~

~~**1211.5 Electrical Circuits.** Electrical circuits shall not utilize gas piping or components as conductors.~~

~~**Exception:** Low voltage (50V or less) control circuits, ignition circuits, and electronic flame detection device circuits shall be permitted to make use of piping or components as a part of an electric circuit. [NFPA 54:7.14]~~

~~**1211.6 Electrical Connections.** All electrical connections between the wiring and electrically operated control devices in a piping system shall conform to the requirements of NFPA 70. [NFPA 54:7.15.1]~~

~~**1211.6.1 Safety Control.** Any essential safety control depending on electric current as the operating medium shall be of a type that will shut off (fail safe) the flow of gas in the event of current failure. [NFPA 54:7.15.2]~~

1211.0 Electrical Bonding and Grounding.

~~**1211.1 Pipe and Tubing Other than CSST.** Each aboveground portion of a gas piping system, other than CSST, that is likely to become energized shall be electrically continuous and bonded to an effective ground-fault current path. Gas piping, other than CSST, shall be considered to be bonded when it is connected to appliances that are connected to the appliance grounding conductor of the circuit supplying that appliance. [NFPA 54:7.12.1]~~

~~**1211.2 Bonding of CSST Gas Piping.** CSST gas piping systems, and gas piping systems containing one or more segments of CSST, shall be electrically continuous and bonded to the electrical service grounding electrode system or, where provided, lightning protection grounding electrode system. [NFPA 54:7.12.2]~~

~~**1211.2.1 Bonding Jumper Connection.** The bonding jumper shall connect to a metallic pipe, pipe fitting, or CSST fitting. [NFPA 54:7.12.2.1]~~

1211.2.2 Bonding Jumper Size. The bonding jumper shall not be smaller than 6 AWG copper wire or equivalent. [NFPA 54:7.12.2.2]

1211.2.3 Bonding Jumper Length. The length of the jumper between the connection to the gas piping system and the grounding electrode system shall not exceed 75 feet (22,860 mm). Any additional grounding electrodes installed to meet this requirement shall be bonded to the electrical service grounding electrode system or, where provided, lightning protection grounding electrode system. [NFPA 54:7.12.2.3]

1211.2.4 Bonding Connections. Bonding connections shall be in accordance with NFPA 70. [NFPA 54:7.12.2.4]

1211.2.5 Devices Used for Bonding. Devices used for the bonding connection shall be listed for the application in accordance with UL 467. [NFPA 54:7.12.2.5]

1211.3 Arc-Resistant Jacketed CSST. CSST listed with an arc resistant jacket or coating system in accordance with CSA LC 1 shall be electrically continuous and bonded to an effective ground fault current path. Where any CSST component of a piping system does not have an arc-resistant jacket or coating system, the bonding requirements of Section 1211.2 shall apply. Arc-resistant jacketed CSST shall be considered to be bonded when it is connected to appliances that are connected to the appliance grounding conductor of the circuit supplying that appliance. [NFPA 54:7.12.3]

1211.4 Prohibited Use. Gas piping shall not be used as a grounding conductor or electrode. [NFPA 54:7.12.4]

1211.5 Lighting Protection System. Where a lightning protection system is installed, the bonding of the gas piping shall be in accordance with NFPA 780. [NFPA 54:7.12.5]

1211.6 Electrical Circuits. Electrical circuits shall not utilize gas piping or components as conductors.

Exception: Low-voltage (50 V or less) control circuits, ignition circuits, and electronic flame detection device circuits shall be permitted to make use of piping or components as part of an electric circuit. [NFPA 54:7.13]

1211.7 Electrical Connections. All electrical connections between wiring and electrically operated control devices in a piping system shall conform to the requirements of NFPA 70. [NFPA 54:7.14.1]

1211.7.1 Safety Control. Any essential safety control depending on electric current as the operating medium shall be of a type that shuts off (fail safe) the flow of gas in the event of current failure. [NFPA 54:7.14.2]

§26-18. UPC - Amendment of ~~Chapter 14~~ Appendix A

Chapter 14 of the Uniform Plumbing Code is hereby amended to including the following:

Sewer Tap Saddle Model DFW-4T

—Manufacturer DFW/HPI, Troup, TX

Appendix A of the Uniform Plumbing code is hereby amended to delete Table A 104.4(2) and Table A 104.4(3).

§26-19. Reserved

§26-20. Reserved

§26-21. Reserved

§26-22. Reserved

§26-23. Reserved

§26-24. Reserved

§26-25. Reserved

§26-26. Established; Appointment; Term

There is hereby established a Plumbers Examining Board, hereinafter referred to as the Board, to consist of seven members. The chief building official, or his/her designee, shall be an ex-officio member of the Board and shall act as secretary thereof. One member shall represent the board of health, one member shall be a contracting master plumber, one member shall represent the general public, and three members shall be either master or journeyman plumbers. Each member of the board shall have had at least three years' experience in his or her respective field.

The members of the Board shall be appointed by the mayor. Upon expiration of the terms of the individuals currently serving on the Board, the mayor shall appoint three (3) members to serve for one (1) year and three (3) members to serve for two (2) years. Thereafter, each member shall serve a term of two (2) years.

§26-28. Duties; Examinations; Licenses

The Board shall establish standards and procedures for the qualification, examination and licensing of master plumbers and journeyman plumbers, and shall issue an appropriate license to each person who meets the qualifications therefore and successfully passes the examination given by the Board.

The Board shall establish written standards and procedures for the approval of all continuing education requirements as set forth in §26-47.

§26-34. General Rules

(1) All plumbing apprentices actively engaged under a the supervision of a contracting master plumber will be required to register with the City Building Department. Experience accrued towards taking the journeyman plumbers test will only be accepted as a registered apprentice. Time accrued previous to registration will be approved and noted.

(2) Time required for an apprentice to be actively engaged in the trade under the supervision of a contracting master plumber journeyman, or qualified shop will be a minimum of three years. Proof of qualifications will be submitted to the Board in writing for consideration and approval for the journeyman examination. Any academical time to be considered by the Board in place of actual apprenticeship time in the trade must be from a State accredited college or Technical school.

(3) Applicants must hold a journeyman license for a minimum of four years before taking the Master exam, and be actively engaged in the trade under the supervision of a contracting master plumber for the full four years. Proof of qualifications will be submitted to the Board in writing for consideration and approval for the master examination.

(4) The minimum age limit for a Journeyman examination will be Twenty (20) years of age unless approved by the Board.

(5) The allotted time for the Master and Journeyman examination will be four hours.

(6) Request for Master and Journeyman examination will be filed in the City of Grand Island Building Department Office prior to the examination date for the consideration of the Board.

Examination fee will be paid with the application. No exam fee will be refunded after taking the examination.

(7) All applicants will submit, along with their request for examination, letters of proof of the required apprenticeship time actively engaged in the trade.

(8) In the event that an applicant fails to pass the examination given, he may make application for a subsequent exam after eighty-five (85) days have passed.

(9) At the discretion of the Board, experience gained at an industrial plant or outside the Grand Island jurisdiction may be considered as apprenticeship time to qualify for a Journeyman examination. Information considered by the Board shall include written proof of previous experience record and oral examination.

(10) All examination papers are the property of the examining Board. Applicants will not be permitted to remain during grading or to review examination papers after they have been submitted for grading. Test results will be sent by mail.

(11) Applicant must obtain a passing score on the exam. A passing score for a Journeyman Plumber is 70% and for a Master Plumber is 80%.

(12) An applicant with a passing score will have a 30 day grace period to pick up a new license dated from the test date.

(13) An applicant must supply his own copy of this Code; the Grand Island Building Department will not supply copies to anyone during the test. Photocopies, reference books, or any other reference materials will not be allowed in the testing area during the test.

§26-40. Certificate; Revocation

The Board City Council may revoke any certificate of registration of any contracting plumber after hearing by, and recommendation of the Board for any of the following reasons:

- (1) Lack of competency or lack of knowledge in matters relevant to the certificate of registration;
- (2) Certificate of registration being obtained by fraud;
- (3) The lending of any certificate of registration or the obtaining of permits thereunder for any other person;
- (4) Failure to comply with this Code and any rules issued by the chief building official or Board;
- (5) Abandonment of any contract or undertaking without good cause or fraudulent departure from plans or specifications;
- (6) Failure to obtain or cause to be obtained permits when the same are required by §26-6.

(7) Failure to complete the continuing education contact hours as required by §26-47.

The chief building official shall serve notice of such action by registered mail to the holder of the certificate.

Division 3. Master and Journeymen Plumbers, and Apprentice Plumbers

§26-43. Examinations; Fee; Exemptions Reserved

~~Any person desiring to be licensed as a master plumber or as a journeyman plumber pursuant to this chapter shall make written application for an examination to the Board. Examination fees shall be in accordance with the City of Grand Island Fee Schedule.~~

~~Examination fees shall accompany such application and shall be accounted for and turned over to the City Treasurer. Examination fees are not returned but shall be forfeited in the event the applicant fails the examination.~~

§26-44. Examinations; Prior Experience Master Plumber, Journeyman Plumber, Apprentice Plumber, Defined:

~~An applicant for examination must have worked under the supervision of a licensed contracting master plumber for a minimum period of three years before being eligible to take a journeyman plumber examination. An applicant for examination must have been actively engaged in the plumbing trade for a minimum period of four years after being licensed as a journeyman plumber before being eligible to take a master plumber examination.~~

§26-44.1 Master Plumber

~~A Master Plumber shall mean a person who is registered with the Grand Island Building Department and has completed all experience requirements as a journeyman plumber and has passed a master level plumber's examination. A Master Plumber has the necessary qualifications, training, experience, and technical knowledge to properly plan, layout, install, alter and repair plumbing systems or parts thereof in accordance with the standards, rules, and regulations established by the Grand Island Plumbing Board. A practicing Master Plumber must be an employee of a registered Contracting Master Plumber and work under a Contracting Master Plumber's supervision.~~

§26-44.2 Journeyman Plumber

~~A Journeyman Plumber shall mean a person who is registered with the Grand Island Building Department and who has completed their apprenticeship under the supervision of a Contracting Master Plumber. A Journeyman Plumber has passed a journeyman level plumbing examination and has a working knowledge and application of the skills required to be employed as a plumber in accordance with the standards, rules, and regulations established by the Grand Island Plumbing Board. A practicing Journeyman Plumber must be an employee of a registered Contracting Master Plumber and work under a Contracting master Plumber's supervision.~~

§26-44.3 Apprentice Plumber

~~An Apprentice Plumber is an entry-level plumber who is registered with the Grand Island Building Department and is working under the direct supervision of a licensed Journeyman Plumber or Master Plumber and is an employee of a registered Contracting Master Plumber.~~

§26-45. Re-Examination Licenses;

~~Any person desiring to become a master plumber or a journeyman plumber who fails to pass an examination pursuant to this chapter as prescribed by the Board may make written application for a subsequent examination 85 days after taking the examination.~~

§26-45.1 License; Term, renewal; fees

- (1) All licenses issued by the Grand Island Plumbing Board pursuant to this article shall expire on December 31 of the year in which issued, but may be renewed within thirty days thereafter upon application and payment of fees. Any license holder who does not renew his or her license in this manner, the holder ~~may~~ shall apply for and qualify to recover the lapsed license by passing an examination as required under the provisions of ~~§26-43~~ §26-46.

- (2) All licensees shall be required to complete six contact hours of continuing education by December 31 of each year as required under the provisions of §26-47, and may renew such license upon presentation of documentary evidence of successful completion on a form furnished by the Grand Island Plumbing Board and payment of the fee for renewal. The licensee shall have the responsibility for record keeping and providing proof of attendance at continuing education courses.

Penalty for falsifying continuing education requirements will be immediate forfeiture of license. First offense, offender will be eligible to make application for the next available exam. Second offence will be a one year suspension of license and then undergo a review by the plumbing board for re-examination eligibility.

- (3) (2) Fees for the renewal of a license shall be in accordance with the City of Grand Island Fee Schedule.

§26-45.2 License; Revocation

The ~~city council~~ plumbing board by a majority vote shall have the power to revoke the license of any journeyman plumber or master plumber ~~upon the recommendation of the Board~~, if the license was obtained through error or fraud, or failure to complete annual continuing education requirements, or if the recipient thereof is shown to be grossly incompetent, or has a second time willfully violated any of the provisions of this article or any other provisions of City of Grand Island Code related to plumbers. This penalty shall be cumulative and in addition to the penalties prescribed for the violation of the provisions of this article.

Before a license may be revoked, the licensee shall have notice in writing, enumerating the charges alleged, and shall be entitled to a hearing before the ~~city council~~ plumbing board not sooner than five days from receipt of the notice. The licensee shall be given an opportunity to present testimony, oral or written, and shall have the right of cross-examination. All testimony before the ~~city council~~ plumbing board shall be given under oath. The ~~city council~~ plumbing board shall have power to administer oaths, issue subpoenas, and compel the attendance of witnesses. The decision of the ~~city council~~ plumbing board shall be based upon the evidence produced at the hearing, and such decision shall be final. A person whose license has been revoked shall not be permitted to reapply for another such license within one year from the date of such revocation.

The licensee shall have the right to appeal a decision of the Grand Island Plumbing Board to the Grand Island City Council.

§26-45.3 Plumber License to Apprentice Ratios

A licensed contracting master plumber, master plumber, or journeyman plumber must be present and directly supervise all work performed by an apprentice plumber. A licensed plumber shall supervise no more than three apprentice plumbers at a job site at one time. More than three apprentice plumbers may work at the same job site at the same time as long as the ratio of licensed plumber(s) never falls below one licensed plumber for every three apprentices.

§26-45.4 Temporary Journeyman Plumber's License

The chief building official may issue a temporary journeyman plumber's license pending examination; provided, that the applicant therefore holds a similar license from an equivalent board. Such permit shall be valid until the next examination by the Board.

§26-46. Licenses; Term; Renewal; Fees Examinations

~~(1) All licenses issued by the Board pursuant to this article shall expire on December 31 of the year in which issued, but may be renewed within thirty days thereafter upon application and payment of fees in accordance with the City of Grand Island Fee Schedule. Any license holder who does not renew his license within this thirty-day grace period shall automatically forfeit such license. In the event of forfeiture of a license in this manner, the holder may apply for and qualify to recover the lapsed license by passing an examination as required under the provisions of §26-43 above.~~

~~(2) The annual fee for master and journeyman plumbers shall be in accordance with the City of Grand Island Fee Schedule.~~

§26-46.1 Examinations; Fee; Exemptions

Any person desiring to be licensed as a master plumber or as a journeyman plumber pursuant to this chapter shall make written application for an examination to the Board. Examination fees shall be in accordance with the City of Grand Island Fee Schedule.

Examination fees shall accompany such application and shall be accounted for and turned over to the City Treasurer. Examination fees are not returned but shall be forfeited in the event the applicant fails the examination.

§26-46.2 Prior Experience

An applicant for examination must have worked under the supervision of a licensed contracting master plumber for a minimum period of three years before being eligible to take a journeyman plumber examination. An applicant for examination must have been actively engaged in the plumbing trade for a minimum period of four years after being licensed as a journeyman plumber before being eligible to take a master plumber examination.

§26-46.3 Re-examination

Any person desiring to become a master plumber or a journeyman plumber who fails to pass an examination pursuant to this chapter as prescribed by the Board may make written application for a subsequent examination 85 days after taking the examination.

§26-47. License; Revocation Continuing Education

~~The city council by a majority vote shall have the power to revoke the license of any journeyman plumber or master plumber upon the recommendation of the Board, if the license was obtained through error or fraud, or if the recipient thereof is shown to be grossly incompetent, or has a second time willfully violated any of the provisions of this article or any other provisions of City of Grand Island Code related to plumbers. This penalty shall be cumulative and in addition to the penalties prescribed for the violation of the provisions of this article.~~

~~Before a license may be revoked, the licensee shall have notice in writing, enumerating the charges alleged, and shall be entitled to a hearing before the city council not sooner than five days from receipt of the notice. The licensee shall be given an opportunity to present testimony, oral or written, and shall have the right of cross-examination. All testimony before the city council shall be given under oath. The city council shall have power to administer oaths, issue subpoenas, and compel the attendance of witnesses. The decision of the city council shall be based upon the evidence produced at the hearing, and such decision shall be final. A person~~

~~whose license has been revoked shall not be permitted to reapply for another such license within one year from the date of such revocation.~~

§26-47.1 Continuing Education Hour Requirements.

~~All Journeyman Plumbers, Master Plumbers, and Contracting Master Plumbers are required to complete a total of 6 hours of continuing education annually. The 6 hours shall include 4 hours of principle instruction and 2 hour of code instruction, as defined below.~~

~~**Principle instruction hours** means subjects that directly relate to the performance of plumbing services. Examples of such subjects include, but are not limited to, the design, installation, servicing, troubleshooting, and skills training for Plumbing Fixtures, Water Heaters & Boilers, Water Piping Systems, DWV Systems, and Gas Piping Systems.~~

~~**Code instruction hours** means subjects that directly relate to regulations governing plumbing services. Examples of such subjects include, but not be limited to; the Uniform Plumbing Code, written and published by IAPMO, the Nebraska American Disabilities Act, and NFPA 54.~~

§26-47.2 Journeyman Plumber Exam Credit.

~~Apprentices who pass the Journeyman Plumber License Examination will be exempt from any continuing education requirement for the calendar year in which the passing score is obtained.~~

§26-47.3 Master Plumber Exam Credit.

~~Journeyman Plumbers who pass the Master Plumber Examination will be exempt from any continuing education requirement for the calendar year in which the passing score is obtained.~~

§26-48. Temporary Journeyman Plumber's License Reserved

~~The chief building official may issue a temporary journeyman plumber's license pending examination; provided, that the applicant therefore holds a similar license from an equivalent board. Such permit shall be valid until the next examination by the Board.~~

§26-49. Use of Licensee's Name by Another Reserved

~~No person or concern who has obtained a plumber's license pursuant to this article, shall allow his or her name to be used by another person or concern, either for the purpose of obtaining permits, or for doing business or work under such registration or license. Every person licensed pursuant to this section shall notify the Board of any change of street address.~~

§26-50. Renewal of License Reserved

~~Any person licensed under the provisions of this article as a master plumber or a journeyman, who does not renew his license for a period of thirty days after the expiration of same, shall pay the examination fee required by this article, and shall submit himself to an examination by the Board for plumbers before such person can be again licensed hereunder.~~

ORDINANCE NO. 9806 (Cont.)

SECTION 2. Sections 26-1; 26-2; sections 26-5 through 26-11; sections 26-13 through 26-15; 26-17; 26-18; 26-26; 26-28; 26-34; 26-40; sections 26-43; through 26-50; as now existing, and any ordinances or parts of ordinances in conflict herewith are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication on January 1, 2021 as provided by law.

Enacted: November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item F-5

#9807 – Consideration of Approving City Code Addition of Chapter 41, Health - Prevention of COVID-19

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator
Meeting: November 24, 2020
Subject: Adoption of Ordinance Regarding Prevention of COVID-19
Presenter(s): Jerry Janulewicz, City Administrator

Background

Teresa Anderson, Director of the Central District Health Department, is recommending that the City of Grand Island adopt an ordinance to require facial coverings as a means to prevent or retard the spread of COVID-19. Ms. Anderson's letter to council is attached to this memo for background information.

The ordinance prepared for council consideration closely resembles the ordinance enacted by the City of Kearney on November 16, 2020 and the ordinance scheduled for consideration on November 23, 2020 by the City Council for the City of Hastings. In both cases, enactment was recommended or will be recommended by each city's Board of Health. The City of Grand Island has not established a Board of Health as authorized by Nebraska Statute §16-238. Therefore, a special meeting of the City Council will be scheduled for Monday, November 23, 2020 to consider enactment of an ordinance establishing the City Board of Health.

It is anticipated that the Board of Health, if established, will meet prior to Council's November 24, 2020 meeting to consider the provisions of this ordinance and make recommendations to the City Council concerning the same. By state statute, the membership of the Board of Health consists of the following: "The mayor, who shall be chairperson, a physician, who shall be medical adviser, the chief of police, who shall be secretary and quarantine officer, the president of the city council, and one other member."

Discussion

The attached letter from Teresa Anderson contains considerable discussion concerning the need for action due the increasing numbers of COVID-19 infections in the community and the resulting demands upon hospital capacity. Additionally, the following is submitted for council's consideration:

- 1) exposure to COVID-19 presents a risk of death or serious long-term disability; the exposure is widespread and poses significant risk of harm, including death, to people in the general population of the City of Grand Island; there is a particular subset of the population that is more vulnerable to the threat and thus at an increased risk; and the threat is from a novel infectious disease; and
- 2) information from the World Health Organization, the United States Centers for Disease Control and Prevention (CDC), Nebraska Department of Health and Human Services, the Central District Health Department, local public health departments throughout Nebraska, and members of the City of Grand Island and Hall County medical community indicates that citizens of the City of Grand Island have been and will continue to be exposed due to community transmissions of COVID-19; and
- 3) the manner in which the spread of COVID-19 cases in the City of Grand Island has occurred creates an unacceptable risk to the health, safety, and welfare of the citizens of the City of Grand Island; and
- 4) the number of COVID-19 infections within the City of Grand Island continues to increase; and
- 5) COVID-19 constitutes a public nuisance and a threat to the health, safety, and welfare of the City of Grand Island; and
- 6) the CDC, doctors and infectious disease experts from the University of Nebraska Medical Center and Nebraska Medicine have concluded that the wearing of face coverings by every individual while in public is one of the best methods to slow and stop the spread of COVID-19; and
- 7) the wearing of face coverings by every individual while indoors in public places in the City of Grand Island will reduce community transmissions of COVID-19, resulting in fewer deaths, serious health complications, and will ease the strain on hospitals and other medical offices and facilities; and
- 8) the wearing of face coverings by every individual while indoors in public places in the City of Grand Island will help keep businesses open and operating, encouraging economic growth, and preventing prolonged economic harm.

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

Administration recommends that Council approve Ordinance #9807.

Sample Motion

Move to approve Ordinance #9807.

November 17, 2020

Mayor Steele

As we have discussed, both the number of cases and the number of hospitalizations in the Central District are rapidly increasing. Our Central Nebraska hospitals are very close to capacity. Patients who under normal circumstances would be cared for in ICU's are being managed in medical surgical units because there are either no beds or no staff and ICU's or nowhere to transfer them. For the week ending October 17th, we averaged 324 new cases/100,000. This past week ending November 14, 2020, that average increased to 774 new cases/100,000, more than doubling the rate of new cases. Today, just over 50% of hospitalizations in the Central District are COVID-19 related. Hospitalizations have nearly doubled since November 1st when there were 28 inpatients, and today there are 51 inpatients. Long term care facilities are experiencing COVID-19 outbreaks. Some of our schools have been forced to temporarily close based on staff and administration illness, and as many as 20% of students in the district are absent at any one time because they have either tested positive for COVID-19 or are close contacts of positive cases. The risk dial for the Central District is in the red zone with no foreseeable reduction. This COVID risk dial is based on a number of factors which include hospital ICU and ventilator use, trends in case counts and our ability to investigate cases and perform contact tracings of an unimaginable volume of. cases. Our repeated requests to the Governor's office for universal mask policy have been rejected, with our most recent request rejected on Sunday, November 8th. We are now at critical juncture. It is clear that if we do not act locally and swiftly now, we will continue with rampant uncontrolled spread of COVID-19.

According to the Centers for Disease Control (CDC), "SARS-CoV-2 (COVID-19) infection is transmitted predominately by respiratory droplets generated when people cough, sneeze, sing, talk, or breathe. CDC recommends community use of masks, (specifically non-valved multi-layer cloth masks), to prevent transmission of SARS-CoV-2." Masks work in Two WAYS. First they reduce the emission of virus-laden droplets ("source control"), which is especially relevant for asymptomatic or presymptomatic infected wearers who

Healthy People, Healthy Community!

feel well and may be unaware of their infectiousness to others, and who are estimated to account for more than 50% of transmissions. Masks also help reduce inhalation of these droplets by the wearer (“filtration for personal protection”). The community benefit of masking for SARS-CoV-2 control is due to the combination of these effects. Individual protection benefit increases with increasing numbers of people using masks consistently and correctly.

A report issued by the CDC on November 10th states that cloth masks not only effectively block most large droplets (i.e., 20-30 microns and larger) but they can also block the exhalation of fine droplets and particles (also often referred to as aerosols) smaller than 10 microns ;which increase in number with the volume of speech and specific types of phonation. Multi-layer cloth masks can both block up to 50-70% of these fine droplets and particles and limit the forward spread of those that are not captured. Upwards of 80% blockage has been achieved in human experiments that have measured blocking of all respiratory droplets, with cloth masks in some studies performing on par with surgical masks as barriers for source control. The relationship between source control and personal protection is likely complementary and possibly synergistic, so that individual benefit increases with increasing community mask use. Adopting universal masking policies can help avert future lockdowns, especially if combined with other non-pharmaceutical interventions such as social distancing, hand hygiene, and adequate ventilation.

The science on the value of universal masking in prevention of the spread of COVID-19 is unquestionable. The need for universal masking is urgent. This call to action requires swift response. CDHD recommends immediate passage of a universal masking policy for the city of Grand Island that coincides with the passage of similar policies in Hastings and Kearney.

Sincerely,



Teresa Anderson, MSN, PHCNS -BC
Health Director

ORDINANCE #-9807

An emergency ordinance pursuant to the authority of the City of Grand Island to pass ordinances and make regulations to serve the general health of the city, prescribe rules for the prevention, abatement, and removal of nuisances as well as the authority to make such regulations as to prevent the introduction and spread of contagious, infectious or malignant diseases in the city of Grand Island pursuant to Neb. Rev. Stat. §§16-238, 16-240 and 16-246; to add Chapter 2, Article VIII, Sections 2-64 through 2-75 to the official city code entitled "Prevention of COVID-19"; to clarify and/or make general corrections to various code sections, to repeal any ordinances and resolutions or parts thereof in conflict herewith; and to provide for publication and the effective date of the ordinance.

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

SECTION 1. According to the Director of the Central District Health Department, both the number of cases and the number of hospitalizations in the Central District are rapidly increasing. Hospitals in Central Nebraska are very close to capacity. Patients who under normal circumstances would be cared for in Intensive Care Units (ICU's) are being managed in medical surgical units because there are either no beds or no staff in ICU's or anywhere to transfer them. For the week ending October 17, 2020, the Central District Health Department area averaged 324 new cases/ 100,000 persons. The week ending November 14, 2020, saw that average increase to 774 new cases/ 100,000 persons, more than doubling the rate of new cases. As of November 17, 2020, just over 50% of hospitalizations in the Central District are COVID-19 related. Hospitalizations have nearly doubled since November 1, 2020 when there were 28 inpatients, and as of November 17, 2020, there are 51 inpatients. Long term care facilities are experiencing COVID-19 outbreaks and some schools have been forced to temporarily close based on staff and administration illness. Based upon the above conditions, the Director of the Central District Health Department has recommended the enactment of an ordinance requiring the wearing of masks as an effective means of curtailing the spread of the Novel Coronavirus.

Approved as to Form
November 19, 2020 City Attorney

SECTION 2. Chapter 2, Article VIII, Sections 2-64 thru 2-75 be enacted to read as follows:

ARTICLE VIII. – PREVENTION OF COVID-19

§2-64. Legislative Findings and Intent.

- (1) The City Council hereby finds and declares, based upon the scientific and medical evidence before it, that:
 - a) the Novel Coronavirus (COVID-19) has impacted and continues to dramatically impact the citizens of the City of Grand Island, Nebraska; and
 - b) exposure to COVID-19 presents a risk of death or serious long-term disability; the exposure is widespread and poses significant risk of harm, including death, to people in the general population of the City of Grand Island; there is a particular subset of the population that is more vulnerable to the threat and thus at an increased risk; and the threat is from a novel infectious disease; and
 - c) information from the World Health Organization, the United States Centers for Disease Control and Prevention (CDC), Nebraska Department of Health and Human Services, the Central District Health Department, local public health departments throughout Nebraska, and members of the City of Grand Island and Hall County medical community indicates that citizens of the City of Grand Island have been and will continue to be exposed due to community transmissions of COVID-19; and
 - d) the manner in which the spread of COVID-19 cases in the City of Grand Island has occurred creates an unacceptable risk to the health, safety, and welfare of the citizens of the City of Grand Island; and
 - e) the number of COVID-19 infections within the City of Grand Island continues to increase; and
 - f) COVID-19 constitutes a public nuisance and a threat to the health, safety, and welfare of the City of Grand Island; and
 - g) the CDC, doctors and infectious disease experts from the University of Nebraska Medical Center and Nebraska Medicine have concluded that the wearing of face coverings by every individual while in public is one of the best methods to slow and stop the spread of COVID-19; and
 - h) the wearing of face coverings by every individual while indoors in public places in the City of Grand Island will reduce community transmissions of COVID-19, resulting in fewer deaths, serious health complications, and will ease the strain on hospitals and other medical offices and facilities; and

- i) the wearing of face coverings by every individual while indoors in public places in the City of Grand Island will help keep businesses open and operating, encouraging economic growth, and preventing prolonged economic harm; and
- j) this ordinance is designated as an urgent measure necessary to preservation of public health; and
- k) it is just and proper for the City Council to exercise the authority granted to it by Nebraska statutes in furtherance of protecting the public health, safety, and welfare.

§ 2-65. Definitions.

For purposes of this Article, the following terms are defined as follows:

- (1) Face Covering. – A face covering is defined as a covering which, when worn properly, must cover the nose and mouth completely and can include a paper or disposable face mask, cloth face mask, scarf, bandana, neck gaiter, or a religious face covering. Medical-grade masks and respirators are sufficient face coverings, but to preserve adequate supplies, their purchase and use is discouraged for those who do not work in a health care setting or in other occupations that require medical-grade personal protective equipment. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.
- (2) Premises Open to the General Public. – Premises open to the general public is broadly defined to include entities that employ or engage workers, including private-sector entities, public-sector entities, non-profit entities, regular commercial or business establishments, private clubs, religious centers or buildings, public transportation (including buses, taxis, ride-sharing vehicles, or vehicles used for business purposes), and any place which is generally open to the public, including educational institutions and daycare facilities.

§ 2-66. Individual Facial Coverings Required.

All individuals age five and older shall wear a face covering over their mouth and nose while indoors in a premises open to the general public unless the individual maintains a minimum of six feet of separation or social distance at all times from anyone who is not a member of the individual's household, except face coverings will not be required if the individual:

- (1) is seeking federal, state, or county services; or
- (2) is seated at a bar, restaurant, or other location to eat or drink, or while immediately consuming food or beverages; or

- (3) is engaged in an occupation preventing the wearing of a face covering; or
- (4) is obtaining a service or purchasing goods or services that requires the temporary removal of the face covering; or
- (5) is asked to remove a face covering to verify an identity for lawful purposes; or
- (6) is providing a speech, lecture, or broadcast to an audience so long as six feet of distancing from other individuals is maintained; or
- (7) cannot otherwise wear a face covering because of a medical condition, a mental health condition, or a disability that makes it unreasonable for the individual to wear a face covering.

Nothing in this section shall prohibit the owner or person in charge of a premises open to the general public from requiring an individual to wear a face covering during any of the circumstances enumerated above or from implementing a more restrictive face covering policy.

§ 2-67. Premises Open to the General Public – Duty to Require Facial Coverings.

Any individual or entity which maintains a premises open to the general public shall require all individuals age five and older to wear a face covering over their mouth and nose while indoors in said premises, unless the individual maintains a minimum of six feet of separation or social distance at all times from anyone who is not a member of the individual's household, except face coverings will not be required if the individual:

- (1) is seeking federal, state or county services; or
- (2) is seated at a bar or restaurant to eat or drink, or while immediately consuming food or beverages; or
- (3) is engaged in an occupation preventing the wearing of a face covering; or
- (4) is obtaining a service or purchasing goods or services that requires the temporary removal of the face covering; or
- (5) is asked to remove a face covering to verify an identity for lawful purposes; or
- (6) is providing a speech, lecture, or broadcast to an audience so long as six feet of distancing from other individuals is maintained; or
- (7) cannot otherwise wear a face covering because of a medical condition, a mental health condition, or a disability that makes it unreasonable for the individual to wear a face covering.

Nothing in this section shall prohibit the owner or person in charge of a premises that is open to the general public from requiring an individual to wear a face covering during any of the circumstances enumerated above or from implementing a more restrictive face covering policy.

§ 2-68. Notice of Face Covering Requirements.

Any individual or entity which maintains a premises that is open to the general public must post one or more signs that are visible to all persons — including workers, customers, students, and visitors instructing them to wear face coverings as required by this Article.

§ 2-69. Exceptions.

The provisions of this Article shall not apply to:

- (1) Courts of law; non-city department public utilities; federal, state, or county operations; medical providers, facilities, or pharmacies; congregate living centers or facilities; group homes and residential drug and/or mental health treatment facilities; shelters for homeless persons; airport travel; election offices; polling places on an election day; or to residential dwelling units.
- (2) Children under the age of five. While children ages three and four may wear a face covering if that child can remove the face covering without assistance, guidance from the CDC states that children two years old and under should never wear a face covering due to the risk of suffocation.
- (3) Federal and state activities. Nothing in this Article shall be construed to limit, prohibit, or restrict in any way the operations of the federal or state government or the movement of federal or state officials in the city while acting in their official capacity, including federal and state judicial, legislative, and executive staff and personnel.
- (4) Individuals at their workplace when wearing a face covering would create a job hazard for the individual or others as determined by federal, state, or local regulators or workplace safety and health standards and guidelines.
- (5) Individuals who are alone in an office, room, a vehicle, the cab of heavy equipment or machinery, or an enclosed work area. In such situations, the individual should still carry a face covering to be prepared for person-to-person interactions and to be used when the individual is no longer alone.
- (6) Individuals who are seated at a desk or standing at a stationary workstation, provided that the desk or workstation has a solid Plexiglas or plastic barrier installed upon it which cannot be moved.
- (7) Individuals who are officiating at a religious service.
- (8) Individuals communicating with other individuals who are deaf or hard of hearing or who have a disability, medical condition, or mental health condition that makes communication with that individual while wearing a face covering difficult.

provided that minimum social distancing of six feet or more is maintained to the extent possible between persons who are not members of the same household.

- (9) Individuals who are engaged in activities, such as swimming or showering, where the face covering will get wet.
- (10) Individuals who are exercising in an indoor business or indoor space such as a gym or fitness center, while the level of exertion makes it difficult to wear a face covering, provided that minimum social distancing of six feet or more is maintained at all times.
- (11) Individuals in an indoor premises that is generally open to the public while playing a musical instrument that cannot be played when a face covering is worn, provided that a minimum social distancing of six feet or more is maintained at all times.
- (12) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.
- (13) Participants in a sporting event, but only while they are playing the game, if the school or sponsoring organization does not require facial coverings, however, spectators, coaches, and non-participants would be required to wear facial coverings.

§ 2-70. Public Nuisance Declared.

Any individual or entity which maintains premises that are open to the general public who fails to comply with the requirements of Section 2-67, above, is hereby declared to be a nuisance and a danger to the public health, safety, and welfare.

§ 2-71. Application.

The provisions of this Article shall only apply to all persons and property within the corporate limits of the City of Grand Island and shall not extend into the two-mile extraterritorial jurisdiction of the City.

§ 2-72. Penalty.

Any individual or person who is found to have violated any of the provisions of this Article shall be guilty of an offense as defined in Section 1-2 of City code for each offense and shall be subjected to a minimum fine of not less than \$25 for the initial offense. Each instance of violation of this Article may be considered to be a separate offense.

§ 2-73. Civil Abatement.

In addition to any other penalty sought or obtained under this Article or other applicable law, the City Attorney may institute injunctive or other appropriate civil proceedings

necessary to obtain compliance with this Article or to abate any nuisance resulting from violations of this Article.

§ 2-74. Sunset Provision.

The requirements imposed by this Article shall expire and terminate at 11:59 p.m. on February 23, 2021, unless otherwise extended or earlier terminated by ordinance of the City Council.

2-75. Conflicts.

In the event of a conflict between the provisions of this Chapter 2, Article VIII and a Directed Health Measure issued by the Nebraska Department of Health or by the Central District Health Department the provision providing the greatest protection for public health shall control.

SECTION 3. The sections, subsections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid, unenforceable, or unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unenforceability, or unconstitutionality shall not affect any of the remaining sections, subsections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION 4. This Ordinance, being emergency in nature, shall be in full force and take effect three (3) days from and after the date of its passage.

Enacted: November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk ~~PASSED AND APPROVED~~ this 24th day of November, 2020.

~~Roger G. Steele, Mayor~~

ATTEST: _____

==

~~RaNae Edwards, City Clerk~~



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-1

Approving Minutes of November 10, 2020 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 10, 2020

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on November 10, 2020. Notice of the meeting was given in *The Grand Island Independent* on November 4, 2020.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Jeremy Jones, Mark Stelk, Jason Conley, Vaughn Minton, Julie Hehnke, Clay Schutz, Mitch Nickerson, Justin Scott, and Chuck Haase. The following City Officials were present: 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 - 3935 South Locust Street (Frank C. Skrupa Trustee). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3935 South Locust Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Hooker Brothers Sand & Gravel, Inc. was relocating their office building and main pump staging area. The proposed easement would allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 710 Allen Drive (Allen Phase II, LLC & Nebraska Tunnel Wash I, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 710 Allen Drive was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Tommy's Car Wash had requested a new underground electrical service for their new commercial business. The proposed easement would allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement in Bosselville Fifth Subdivision- 3502 West Wood River Road (Bosselman, Inc.; Parcel No. 400406772). Public Works Director John Collins reported that a public easement was needed to accommodate utilities for development within Bosselville Fifth Subdivision. This subdivision was located north of Interstate 80, west of US Highway 281. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions at 4010 Driftwood Drive (Shriner) and 818 N North Road (56 Land & Cattle Co., Inc.). Public Works Director John Collins reported that Public utility easements were needed to accommodate the extension of sanitary sewer to serve an area previously unserved that was located within the new subdivision of Ellington Pointe and the existing subdivision of Westwood Park. The public utility easements would allow

for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer within the easements. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9773 - Consideration of Approving Annexation of Property being Platted as Brooklyn Subdivision an Addition to the City of Grand Island (Final 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 third of three readings. Staff recommended approval.

Motion by Haase, second by Hehnke to approve Ordinance #9773 on third and final reading. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9773 on final reading. All those in favor of the passage of this ordinance on final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on final reading, Ordinance #9773 is declared to be lawfully adopted upon publication as required by law.

#9795 - Consideration of Approving Annexation of Property Located at 4127 West Husker Highway – Leaman Acres Subdivision (Second Reading).

Regional Planning Director Chad Nabity reported that Michael and Ralisa Leaman, husband and wife, as owners of the property submitted a plat of Leaman Acres Subdivision an Addition to the City of Grand Island. Three residential lots would be added to the City as a result of this annexation. This property was located south of Husker Highway and east of Graham Avenue. This was the second of three readings. Staff recommended approval.

Motion by Stelk, second by Schutz to approve Ordinance #9795 on second reading.

City Clerk: Ordinance #9795 on second reading. All those in favor of the passage of this ordinance on second reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

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

#9801 - Consideration of Vacation of Utility Easements at 2208 North Webb Road

#9802 - Consideration of Amending Chapter 8 of the Grand Island City Code to Adopt the 2018 International Building Code, 2018 International Residential Code and 2018 International Existing Building Code

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

#9801 - Consideration of Vacation of Utility Easements at 2208 North Webb Road

Utilities Director Tim Luchsinger reported that the Northwest Commons Business Condominiums (former Shopko) located at 2208 North Webb Road was in the process of being remodeled. A new electrical service had been installed west of the building in a newly acquired easement. The old electrical service had been removed from the two easements to be vacated. The vacation of these two easements would allow the owner/developer to proceed with future development. Staff recommended approval.

Motion by Paulick, second by Conley to approve Ordinance #9801.

City Clerk: Ordinance #9801 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9801 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9801 is declared to be lawfully adopted upon publication as required by law.

#9802 - Consideration of Amending Chapter 8 of the Grand Island City Code to Adopt the 2018 International Building Code, 2018 International Residential Code and 2018 International Existing Building Code

Building Department Director Craig Lewis reported that the City of Grand Island had for generations adopted and enforced building codes which regulate the construction of buildings within the City and jurisdictional areas. The purpose of these codes was to provide minimum requirements to safeguard the public safety, health and general welfare, through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations. Staff recommended amending Chapter 8 of the Grand Island City Code and adopting the 2018 Editions of the International Building, Residential, and Existing Building Codes.

Mr. Lewis explained some of the changes.

Motion by Schutz, second by Conley to approve Ordinance #9802.

City Clerk: Ordinance #9802 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9802 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9802 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-16, G-17, G-18 and G-19 (Resolutions #2020-286, #2020-287, #2020-288, and #2020-289) were removed for further discussion. Motion by Paulick, second by Hehnke to approve the Consent Agenda excluding items G-16, G-17, G-18 and G-19. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 27, 2020 City Council Regular Meeting.

#2020-272 - Approving Acquisition of Utility Easement - 3935 S. Locust Street (Frank C. Skrupa Trustee).

#2020-273 - Approving Acquisition of Utility Easement - 710 Allen Drive (Allen Phase II, LLC & Nebraska Tunnel Wash I, LLC).

#2020-274 - Approving Purchase of Six (6) 2021 Ford Police Interceptor Utility Vehicles under State Contract from Anderson Auto Group, Lincoln, Nebraska in an Amount of \$210,887.00.

#2020-275 - Approving Change Order #1 for Fire Station 2 Addition Design with Webb and Company Architects, Inc. of Grand Island, Nebraska for an Increase of \$2,525.00 and Revised Amount of \$22,475.00.

#2020-276 - Approving Purchase of Two (2) 10 Cubic Yard Dump Trucks for the Streets Division of the Public Works Department from Hansen International of Grand Island, Nebraska in an Amount of \$239,733.68.

#2020-277 - Approving Award of Professional Engineering Consulting Services for Sanitary Sewer Rehabilitation– Various Locations; Project No. 2020-S-8 with JEO Consulting Group, Inc. of Grand Island, Nebraska in an Amount not to exceed \$28,645.00.

#2020-278 - Approving Bid Award for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska in an Amount of \$1,656,965.15.

#2020-279 - Approving Amendment No. 3 to Engineering Consulting Agreement for Sanitary Sewer Collection System Rehabilitation– Downtown; Project No. 2019-S-1, Phase II with Olsson, Inc. of Grand Island, Nebraska for an Increase of 33,468.00 and a Revised Agreement Amount of \$212,269.00.

#2020-280 - Approving Bid Award for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7 with Redina Construction Company of Glen Ellyn, Illinois in an Amount of \$259,833.00.

#2020-281 - Approving Acquisition of Utility Easement in Bosselville Fifth Subdivision- 3502 West Wood River Road (Bosselman, Inc.; Parcel No. 400406772).

#2020-282 - Approving Skid Steer Buy-Back for Streets Division with Central Nebraska Bobcat of Grand Island, Nebraska for the purchase of a new T76 T4 Compact Track Loader for \$59,133.64 with a trade-in value of \$46,710.00 for a net purchase price of \$12,423.64 and the purchase of a new T66 T4 Compact Track Loader for \$53,569.00 with a trade-in value of \$42,504.00 for a net purchase price of \$11,065.00.

#2020-283 - Approving Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions at 4010 Driftwood Drive (Shriner) and 818 N North Road (56 Land & Cattle Co., Inc.).

#2020-284 - Approving Temporary Construction Easements for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions.

#2020-285 - Approving Final Plat and Subdivision Agreement for Brooklyn Subdivision. It was noted that Gerald and Pamela Dean, owners, had submitted the Final Plat and Subdivision Agreement for Brooklyn Subdivision located north of Capital Avenue and west of St. Paul Road for the purpose of creating 2 lots on 10.0986 acres.

#2020-286 - Approving CDBG-CV Agreement with Heartland United Way in an Amount of \$44,459.00. Community Development Coordinator Amber Alvidrez explained the process and the funding for this request.

Motion by Haase, second by Nickerson to approve Resolution #2020-286. Upon roll call vote, all voted aye. Motion adopted.

#2020-287 - Approving CDBG-CV Agreement with YMCA in an Amount of \$12,000.00. Community Development Coordinator Amber Alvidrez explained the process and the funding for this request.

Motion by Haase, second by Nickerson to approve Resolution #2020-287. Upon roll call vote, all voted aye. Motion adopted.

#2020-288 - Approving CDBG-CV Agreement with YWCA in an Amount of \$30,000.00. Community Development Coordinator Amber Alvidrez explained the process and the funding for this request.

Motion by Haase, second by Nickerson to approve Resolution #2020-288. Upon roll call vote, all voted aye. Motion adopted.

#2020-289 - Approving CBDG-CV Agreement with Central Nebraska Community Action Partnership in an Amount of \$90,000.00. Community Development Coordinator Amber Alvidrez explained the process and the funding for this request.

Motion by Haase, second by Nickerson to approve Resolution #2020-289. Upon roll call vote, all voted aye. Motion adopted.

#2020-290 - Approving Purchase of Two (2) 72" Cut Mowers for the Parks Division of the Parks & Recreation Department from Turfwerks of Omaha, Nebraska in an Amount of \$60,484.00.

#2020-291 - Approving Purchase of One (1) 11' Cut Mower for the Parks Division of the Parks & Recreation Department from Midwest Turf & Irrigation of Omaha, Nebraska in an Amount of \$85,963.70.

#2020-292 - Approving Purchase of a New Dump Truck for the Parks Division of the Parks & Recreation Department from Hansen International of Grand Island, Nebraska in an Amount of \$84,326.00.

REQUESTS AND REFERRALS:

#2020-293 - Approving Request for Qualifications for JBS Trail Expansion for the Parks & Recreation Department. Parks & Recreation Director Todd McCoy reported that the John Brownell Beltline Trail currently ends at Cherry Street in east Grand Island. The proposed new 10' wide concrete trail would be approximately one mile extending the existing trail east and ending at the JBS plant. The City went out for RFQ's and staff is recommending Alfred Benesch & Company of Grand Island, Nebraska be awarded the contract for design services in an amount of \$98,849.00. Funding for this project comes from a recent \$1,000,000.00 JBS Hometown Strong initiative to support local communities.

Mr. McCoy stated the project total was around \$500,000. Discussion was held regarding the \$100,000 for design and consulting services.

Motion by Schutz, second by Paulick to approve Resolution #2020-293. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Stelk to approve the payment of claims for the period of October 28, 2020 through November 10, 2020 for a total amount of \$4,723,358.12. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:38 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-2

Approving Re-Appointments of Hector Rubio, Robin Hendricksen, and Tony Randone to the Interjurisdictional Planning Commission

Mayor Steele has submitted the re-appointments of Hector Rubio, Robin Hendricksen, and Tony Randone to the Interjurisdictional Planning Commission. The appointments would become effective December 1, 2020 upon approval by the City Council and would expire on November 30, 2021.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-3

Approving Appointments of Austin (AJ) Fruchtl and Jay Vavricek to the Railside Business Improvement District

Mayor Steele has submitted the appointments of Austin (AJ) Fruchtl and Jay Vavricek to the Railside Business Improvement District board. These appointments will replace Tom Wald and Jon Myers who resigned from the board. The appointments would become effective immediately upon approval by the City Council.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-4

#2020-294 - Approving Request from Y & N Liquor, LLC dba Y & N Liquor, 409 N. Broadwell Avenue, Suite #4 for a Class “D” Liquor License and Liquor Manager Designation for Yasser Toruno Garcia, 1522 West 1st Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2020-294

WHEREAS, an application was filed by Y & N Liquor, LLC doing business as Y & N Liquor, 409 N. Broadwell Avenue, Suite #4 for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on November 14, 2020; such publication cost being \$17.25; and

WHEREAS, a public hearing was held on November 24, 2020 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Yasser Toruno Garcia, 1522 West 1st Street, Grand Island, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
November 23, 2020 ✕ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-5

**#2020-295 - Approving Final Plat and Subdivision Agreement for
Leaman Acres Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: November 24, 2020
Subject: Leaman Acres Subdivision – Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located west of North Road and south of Husker Highway in Hall County Nebraska within the 2 mile ETJ of Grand Island, Nebraska. (3 lots, 9.96 acres). This property is zoned LLR Large Lot Residential Zone. A tract of land located in the northwest quarter of the northeast quarter (NW ¼, NE 1/4) of section thirty-five (35), township eleven (11) north, range ten (10) west of the 6th p.m., Hall County, Nebraska. This has been presented as an addition to the City of Grand Island.

Discussion

The final plat for Leaman Acres Subdivision were considered at the Regional Planning Commission at the October 7, 2020 meeting.

A motion was made by Ruge and second by Rubio to approve all Leaman Acres Subdivision.

The motion was carried with nine members voting in favor (O'Neill, Ruge, Hendricksen, Robb, Nelson, Monter, Randone, Rubio and Rainforth) with no members voting no.

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 Council approve the final plat as presented.

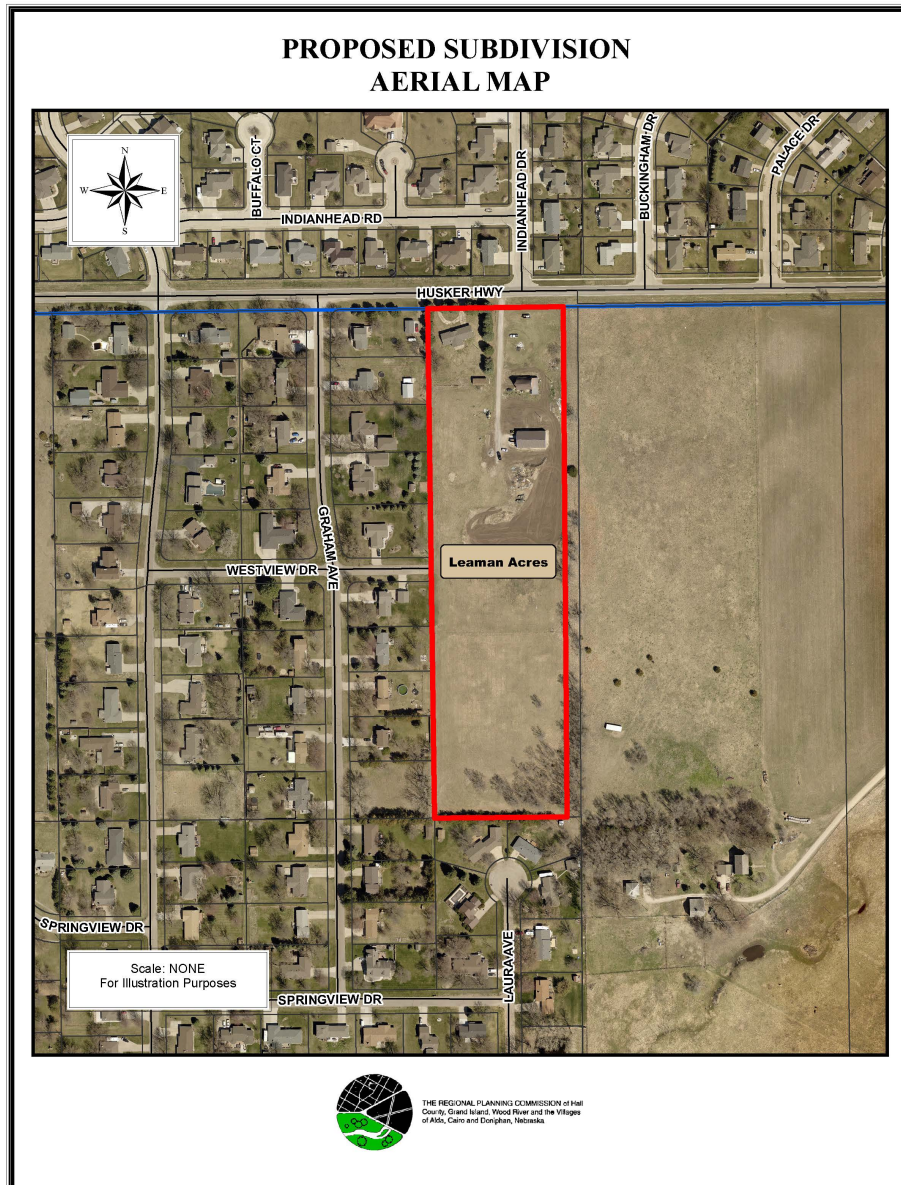
Sample Motion

Move to approve as recommended.

Developer/Owner
Micheal and Ralisa Leaman
42 Sonja Dr.
Doniphan, NE 68832

To create
Size: Final Plat 3 lots, 9.96 Acres
Zoning: LLR Large Lot Residential Zone

Road Access: Property is rural section city streets.
Water Public: City water is available on the north side of Husker Highway.
Sewer Public: City sewer not available.



LEAMAN ACRES

AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35-T11N-R10W, OF THE 6TH P.M., HALL COUNTY, NEBRASKA.

NORTHEAST CORNER NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35-T11N-R10W
 SET MAG NAIL IN ASPHALT
 NE 59.26' SET NAIL-DISK IN P.P.
 S. 42.11' SET NAIL TOP C.F.P.
 SW 52.01' SET 1/2" REBAR LS-783 CAP

NORTHWEST CORNER, NORTHWEST 1/4 OF THE NORTHEAST 1/4 (NORTH 1/4 CORNER) OF SECTION 35-T11N-R10W
 FD. MAG-SPIKE WITH LS-754 DISK IN ASPHALT
 NE 42.03' TOP CENTER NUT OF FIRE HYD.
 N. 38.00' FD. NAIL IN P.P.
 S. 40.64' REBAR IN TOP OF CONCRETE W.C.

NORTHEAST CORNER OF SECTION 35-T11N-R10W
 FD. MAG-SPIKE LS-636 DISK
 NW 56.39' FD. NAIL IN P.P.
 NE 56.80' FD. MAG NAIL IN P.P.
 SE 50.04' FD. NAIL IN P.P.
 SW 56.39' FD. MAG NAIL IN P.P.

DEDICATION:

KNOWN ALL MEN BY THESE PRESENTS, THAT MICHAEL T. AND RALISA E. LEAMAN (HUSBAND AND WIFE), BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED, AND DESIGNATED AS LEAMAN ACRES, A SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND DO HEREBY DEDICATE ANY STREETS OR EASEMENTS AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER, AND ANY OTHER EASEMENTS IF ANY FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE OF PUBLIC SERVICE UTILITIES FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBIT THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING ANY OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS, AND THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION, HEREON AS APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, WE HAVE AFFIXED OUR SIGNATURES AT

GRAND ISLAND, NEBRASKA, THIS _____ DAY OF _____, 2020.

MICHAEL T. LEAMAN _____ RALISA E. LEAMAN _____

ACKNOWLEDGEMENT:

STATE OF NEBRASKA }
 COUNTY OF HALL } SS

ON THE _____ DAY OF _____, 20____, BEFORE ME, _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED MICHAEL T. LEAMAN AND RALISA E. LEAMAN (HUSBAND AND WIFE) TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED HERETO, AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HERETO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL

SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____, 20____.

NOTARY PUBLIC _____ (SEAL)

LEGAL DESCRIPTION: (REF. DEED INS. #201705815)

A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 10 WEST, OF THE 6TH P.M., HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35 (NORTH 1/4 CORNER) THENCE S89°41'01"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 943.57 FEET, THENCE S00°18'02"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING S00°18'02"W ON THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SUBDIVISION AND THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION A DISTANCE OF 1279.89 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION AND ALSO BEING THE NORTHWEST CORNER OF LOT 20 WESTROADS ESTATES THIRD SUBDIVISION, THENCE S89°24'08"E ON THE NORTH LINE OF SAID WESTROADS ESTATES THIRD SUBDIVISION A DISTANCE OF 334.94 FEET, THENCE N00°39'26"E ON A LINE PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 1281.55 FEET TO THE SOUTH RIGHT OF WAY LINE OF HUSKER HIGHWAY, THENCE N89°41'01"W ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 342.91 FEET TO THE POINT OF BEGINNING, CONTAINING 9.96 ACRES MORE OR LESS.

APPROVALS:

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO AND DONIPHAN NEBRASKA

THIS _____ DAY OF _____, 2020.

CHAIRMAN _____

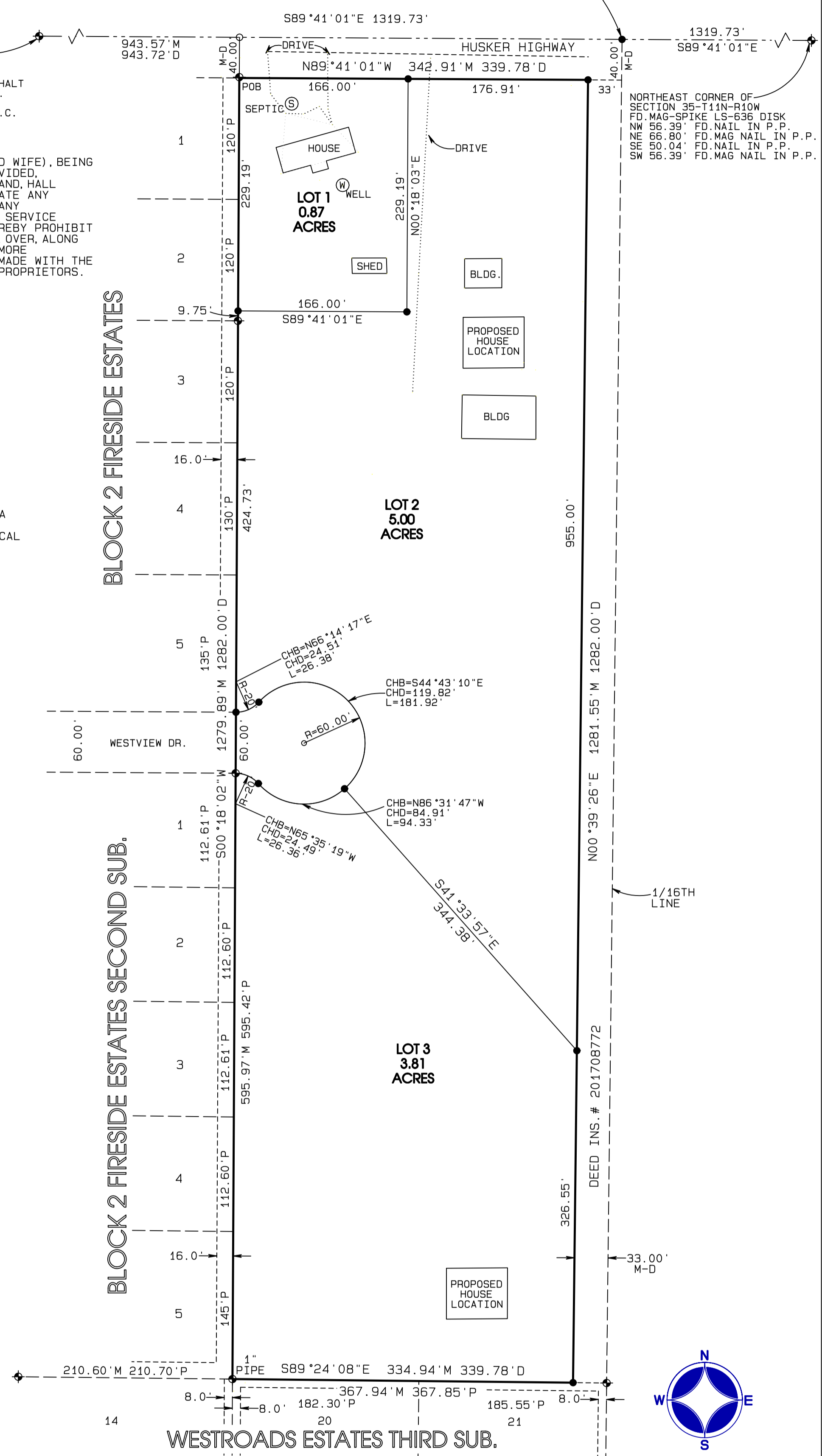
APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

THIS _____ DAY OF _____, 2020.

MAYOR _____ CITY CLERK _____

BLOCK 2 FIRESIDE ESTATES

BLOCK 2 FIRESIDE ESTATES SECOND SUB.



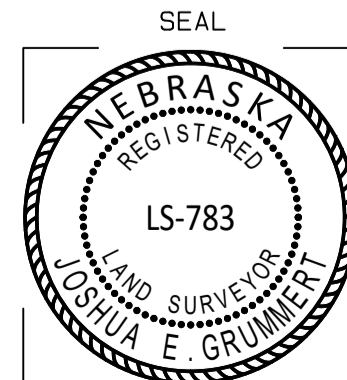
SURVEYOR'S CERTIFICATE:

I CERTIFY THAT ON October 6th, 2020, I COMPLETED AN ACCURATE SURVEY (MADE BY ME

OR UNDER MY SUPERVISION) OF "LEAMAN ACRES", LOCATED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA COUNTY, NEBRASKA AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT THE LOTS, BLOCKS, STREETS, AVENUES, ALLEYS, PARKS, COMMONS AND OTHER GROUNDS AS CONTAINED IN SAID SUBDIVISION AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, ARE WELL AND ACCURATELY STAKED OFF AND MARKED; THAT A 1/2" X 24" REBAR WITH AN AFFIXED BLUE CAP, STAMPED GRUMMERT, LS-783, WERE PLACED AT ALL CORNERS AS SHOWN ON THE PLAT; THAT EACH LOT BEARS ITS OWN NUMBER; AND THAT SAID SURVEY WAS MADE IN REFERENCE TO KNOWN AND RECORDED MONUMENTS.

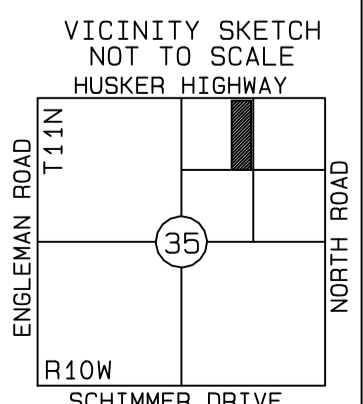
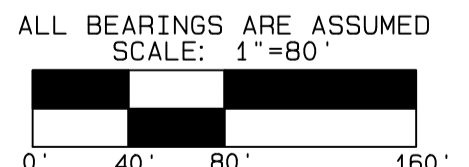
Joshua E. Grummert
 JOSHUA E. GRUMMERT, LS-783

GRUMMERT PROFESSIONAL SERVICES, LLC
 2837 W. HWY 6, STE # 206, HASTINGS NE, 68901
 PHONE-402-879-5701 EMAIL- jmgrummert@yahoo.com
 WEBSITE- www.grummertsurveying.com
 G.P.S. PROJECT # 051-2020



LEGEND:

- D-DEED DISTANCE
- M-MEASURED DISTANCE
- R-RECORD DISTANCE
- G-GOVERNMENT DISTANCE
- P-PLATTED DISTANCE
- UTILITY EASEMENT
- ◆ FOUND 1/2" PIPE UNLESS NOTED
- CALCULATED POINT
- SET 1/2" X 24" REBAR WITH BLUE LS-783 CAP UNLESS NOTED OTHERWISE



HALL COUNTY REGISTER OF DEEDS

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

LEAMAN ACRES SUBDIVISION
3 LOTS

In the City of Grand Island, Hall County Nebraska

The undersigned, MICHAEL T LEAMAN and RALISA E LEAMAN, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 10 WEST, OF THE 6TH P.M., HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 35 (NORTH $\frac{1}{4}$ CORNER) THENCE S89°41'01"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ A DISTANCE OF 943.57 FEET, THENCE S00°18'02"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING S00°18'02"W ON THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SUBDIVISION

AND THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION A DISTANCE OF 1279.89 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION AND ALSO BEING THE NORTHWEST CORNER OF LOT 20 WESTROADS ESTATES THIRD SUBDIVISION, THENCE S89°24'08"E ON THE NORTH LINE OF SAID WESTROADS ESTATES THIRD SUBDIVISION A DISTANCE OF 334.94 FEET, THENCE N00°39'26"E ON A LINE PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼ A DISTANCE OF 1281.55 FEET TO THE SOUTH RIGHT OF WAY LINE OF HUSKER HIGHWAY, THENCE N89°41'01"W ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 342.91 FEET TO THE POINT OF BEGINNING, CONTAINING 9.96 ACRES MORE OR LESS.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as LEAMAN ACRES SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of LEAMAN ACRES SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to pave Westview Drive in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave Westview Drive, the City may create a paving district to perform such work. The Subdivider agrees to waive the right to object to the creation of any paving district for Husker Highway where it abuts the subdivision. The cul-de-sac for Westview Drive may initially be completed with crushed rock, asphalt or similar material. The subdivision shall pave this according to approved plans upon request of the City Engineer or County Engineer.

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection. Water service for residential use and fire protection shall be extended to serve lot 3 prior to any construction on said lot 3.

3. **Sanitary Sewer.** Public sanitary sewer main is not available to the subdivision; therefore, individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting the subdivision.

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage, the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** Immediate sidewalk construction adjacent to Husker Highway and Westview Drive shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

7. **Existing Buildings on Lot 2.** The existing buildings on Lot 2 will no longer be accessory to a principal use upon filing this plat. All utilities crossing between lots 1 and 2 shall be removed and the developer shall establish a permitted use on lot 2 within 180 days of filing the plat for Leaman Acres Subdivision or remove the accessory structures.

8. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a

professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

9. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as LEAMAN ACRES SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

10. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated: _____, 2020.

MICHAEL T. LEAMAN, Subdivider

RALISA E. LEAMAN, Subdivider

By: _____
Michael T. Leaman

By: _____
Ralisa E. Leaman

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael T. Leaman, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralisa E. Leaman, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2020-_____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2020-295

WHEREAS know all men by these presents, that Micheal T. and Ralisa E Leaman (husband and wife), being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "LEAMAN ACRES SUBDIVISION", A tract of land located in the northwest quarter (NW ¼) of the northeast quarter (NE ¼) of Section thirty-five (35), Township eleven (11) north, range ten (10) west of the 6th P.M., in, Hall County, Nebraska; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of LEAMAN ACRES SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-6

#2020-296 - Approving Final Plat and Subdivision Agreement for Bosselman Crossing Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: November 24, 2020
Subject: Bosselman Crossing Subdivision – Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located south of U.S. Highway 34 and west of Locust Street in Grand Island, Nebraska. (2 lots, 3.310 acres). This property is zoned B2 – General Business zone, a Replat of all of Lot 2, King’s Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska.

Discussion

The final plat for Bosselman Crossing Subdivision was considered at the Regional Planning Commission at the November 4, 2020 meeting.

A motion was made by Maurer and second by Rainforth to approve Bosselman Crossing Subdivision.

The motion was carried with nine members voting in favor (O’Neill, Ruge, Doane, Monter, Robb, Rubio, Hendricksen, Robb and Rainforth) with no members voting no.

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 Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Bosselman Pump & Pantry INC

PO BOX 4905

Grand Island, NE 6880

To create

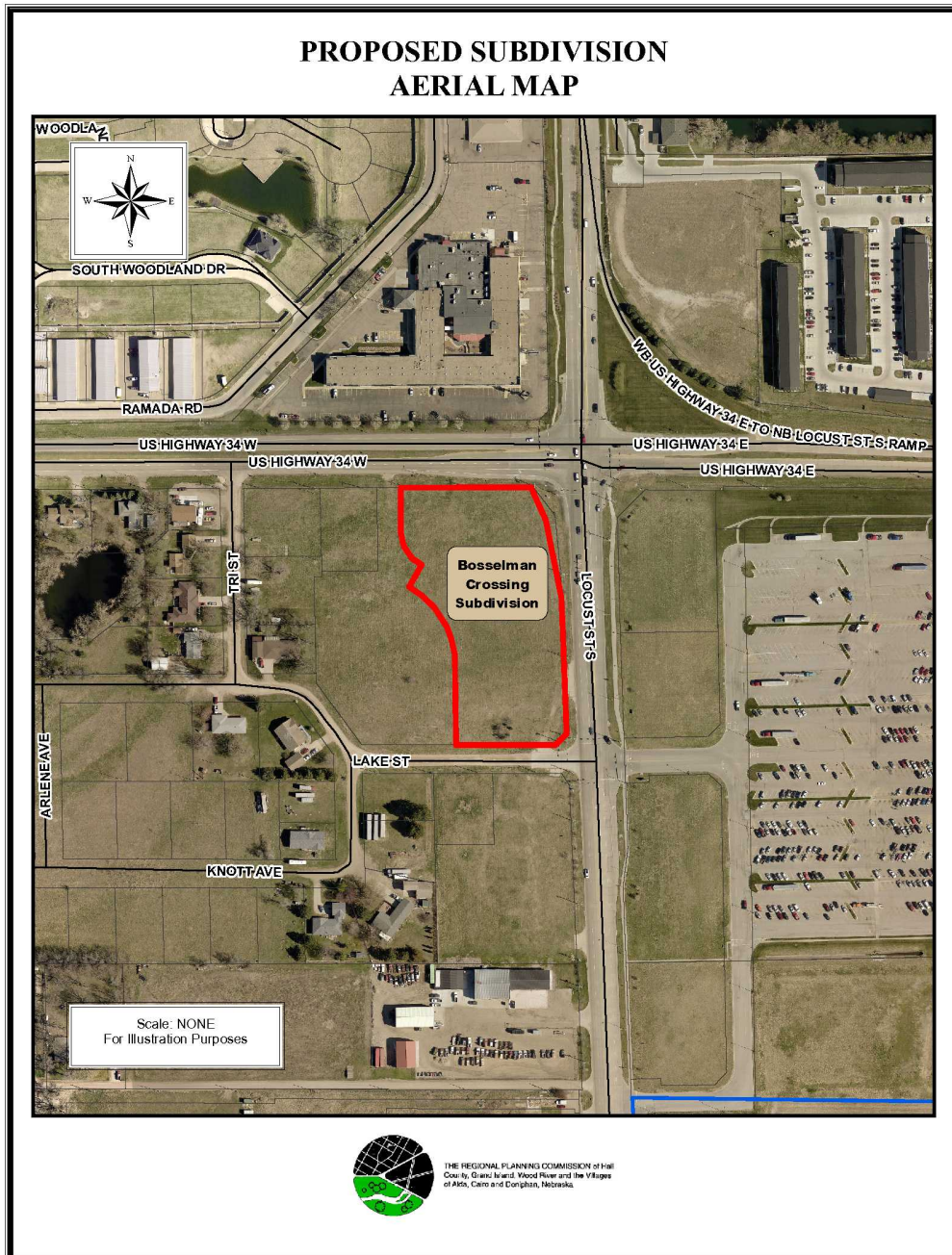
Size: Final Plat 2 lots, 3.310 Acres

Zoning: B2 – General Business Zone

Road Access: U.S. Highway 34 is a controlled access state highway. Lake Street is a city street and Locust is a city street.

Water: City water is available.

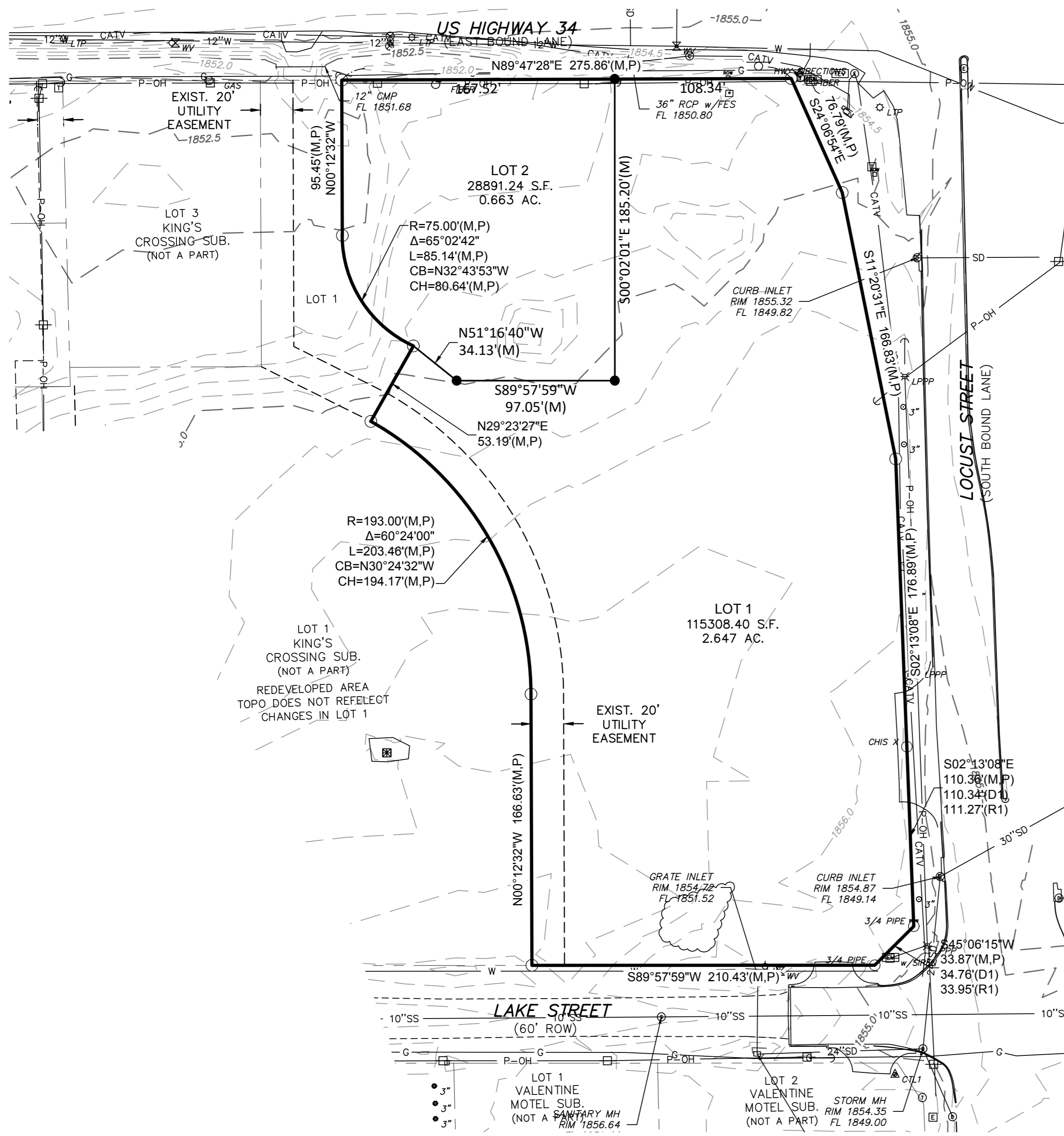
Sewer: City Sewer is available.



BOSELMAN CROSSING SUBDIVISION

GRAND ISLAND, HALL COUNTY, NEBRASKA

SITE PLAT

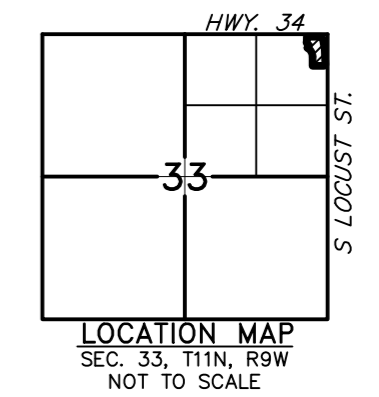
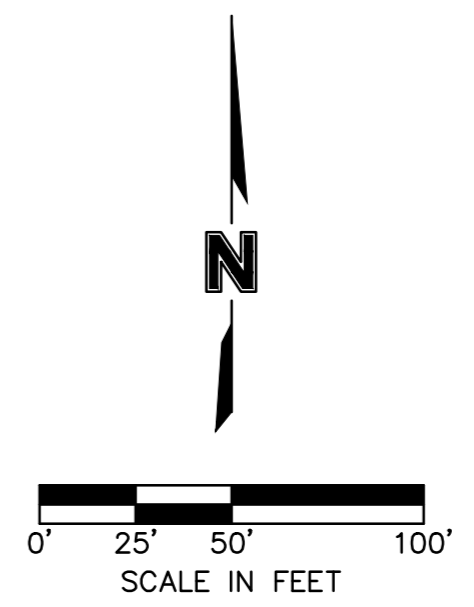


LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 2, KING'S CROSSING SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 144199.64 SQUARE FEET OR 3.310 ACRES MORE OR LESS.

LEGEND

- | | | | |
|-----|--|-------|-----------------------|
| ● | SET CORNER (5/8"x24" REBAR W/CAP OR NOTED) | ☼ | LIGHT POLE |
| ○ | FOUND CORNER (AS NOTED) | → | GUY WIRE |
| --- | PROPOSED PROPERTY LINE | ⊗ | WATER VALVE |
| --- | EXISTING PROPERTY LINE | ○ FHT | FIRE HYDRANT |
| --- | SUBDIVISION LINE | ⊙ | STORM DRAIN MANHOLE |
| --- | EASEMENT LINE | ⊠ | GRATE INLET |
| M | MEASURED DISTANCE | ⊠ | ROW |
| E | EASEMENT MEASURED DISTANCE | ⊠ | RIGHT-OF-WAY MARKER |
| R | RECORDED DISTANCE | ⊗ | BILLBOARD |
| D1 | DEEDED DISTANCE INST 97-108720 | ○ | SIGN |
| D2 | DEEDED DISTANCE INST 98-105649 | ⊠ | WOOD POST |
| R1 | RECORDED DISTANCE T.J. AITKEN SURVEY 2001 | ⊗ | WATER CORP-STOP |
| R2 | RECORDED DISTANCE T.J. AITKEN SURVEY 2001 | ⊙ | SANITARY MANHOLE |
| R3 | RECORDED DISTANCE BK 14 PG 500-501 | ⊠ | TREE STUMP |
| P | PLATTED DISTANCE PALU SUB | ⊙ | BUSH |
| P1 | PLATTED DISTANCE KNOTT SUB | ⊙ | DECIDUOUS TREE |
| ⊠ | POWER POLE W/ LIGHT | ⊙ | CONIFEROUS TREE |
| ⊠ | POWER POLE | --- | SD |
| ⊙ | ELECTRIC MANHOLE | --- | STORM SEWER LINE |
| ⊠ | ELECTRIC METER | --- | W |
| ⊠ | ELECTRIC BOX | --- | WATER LINE |
| ⊠ | CABLE BOX | --- | G |
| ⊠ | ELECTRICAL RISER | --- | GAS LINE |
| ⊠ | ELECTRIC VAULT | --- | CATV |
| ⊠ | TELEPHONE VAULT | --- | UNDERGROUND CABLE |
| ⊠ | TELEPHONE RISER | --- | P-OH |
| ⊠ | TELEPHONE MANHOLE | --- | OVERHEAD ELECTRIC |
| | | --- | SS |
| | | --- | SANITARY SEWER LINE |
| | | --- | TEL |
| | | --- | UNDERGROUND TELEPHONE |
| | | --- | X |
| | | --- | WIRE FENCE |
| | | --- | STEEL FENCE |
| | | --- | BUILDING LINE |



NOTE:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

OWNERS: BOSELMAN PUMP & PANTRY INC
 SUBDIVIDER: BOSELMAN PUMP & PANTRY INC
 SURVEYOR: OLSSON
 ENGINEER: OLSSON
 NUMBER OF LOTS: 2



201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750
 FAX 308.384.8752

PROJECT NO. 2020-2635
CHIEF CONST BOSELMAN
FB

USER: jjimenez
 DWG: F:\2020\2501-3000\020-2635\40-Design\Survey\SRV\Sheets\PLAT_0202635.dwg
 DATE: Oct 15, 2020 2:23pm
 XREFS: C:\BASE_0202635 V_XRWAY_0202635

BOSSELMAN CROSSING SUBDIVISION

GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 2, KING'S CROSSING SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 144199.64 SQUARE FEET OR 3.310 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2020, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A REPLAT OF ALL OF LOT 2, KING'S CROSSING SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT BOSSELMAN PUMP & PANTRY INC., BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**BOSSELMAN CROSSING SUBDIVISION**" A REPLAT OF ALL OF LOT 2, KING'S CROSSING SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA, THIS ___ DAY OF _____, 2020.

BOSSELMAN PUMP & PANTRY INC.

BY: _____
CHARLES D. BOSSELMAN, Jr., CHAIRMAN & CEO

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
COUNTY OF HALL

ON THIS ___ DAY OF _____, 2020, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED CHARLES D. BOSSELMAN, Jr., CHAIRMAN & CEO, BOSSELMAN PUMP & PANTRY INC., TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

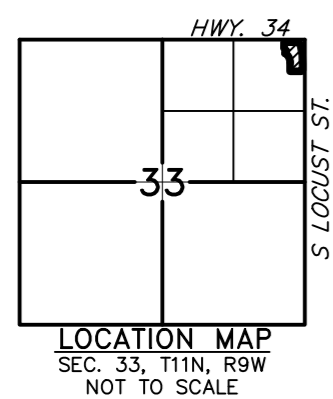
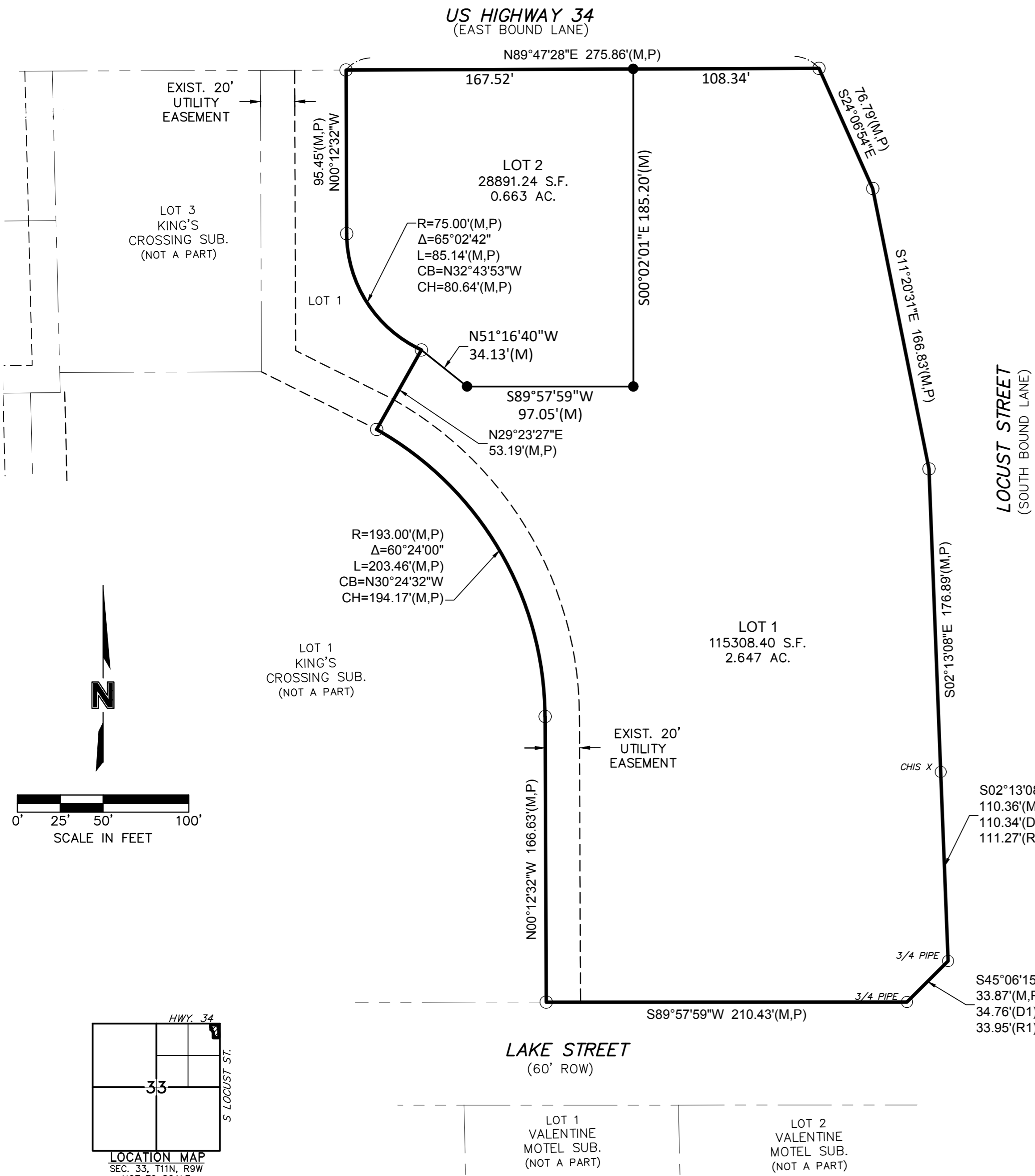
THIS ___ DAY OF _____, 2020.

MAYOR _____

CITY CLERK _____

LEGEND

- SET CORNER (5/8" x 24" REBAR W/CAP OR AS NOTED)
- FOUND CORNER (5/8" REBAR W/CAP OR AS NOTED)
- SUBDIVISION LINE
- PROPERTY LINE LINE
- - - EASEMENT LINE
- M MEASURED DISTANCE
- P PLATTED DISTANCE KING'S CROSSING SUB
- D1 DEEDED DISTANCE INST 97-108720
- R1 RECORDED DISTANCE T.J. AITKEN SURVEY 2001



OWNERS: BOSSELMAN PUMP & PANTRY INC
SUBDIVIDER: BOSSELMAN PUMP & PANTRY INC
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 2

PROJECT NO. 2020-2635
CHIEF CONST
BOSSELMAN
FB

201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752



DWG: F:\2020\2501-3000\020-2635\40-Design\Survey\SRV\Sheets\V_FPLAT_0202635.dwg USER: jjimenez
 DATE: Oct 15, 2020 2:47pm XREFS: C_PBASE_0202635 V_XTRWAY_0202635

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

BOSELMAN CROSSING SUBDIVISION
2 LOTS

In the City of Grand Island, Hall County Nebraska

The undersigned, BOSELMAN PUMP & PANTRY INC., hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A REPLAT OF ALL OF LOT 2, KING;S CROSSING SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 144199.64 SQUARE FEET OR 3.310 ACRES MORE OR LESS.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as BOSELMAN CROSSING SUBDIVISION, designating explicitly

the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said BOSSELMAN CROSSING SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Locust Street, Lake Street and U.S. Highway 34 where they abut the subdivision.

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is

conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Locust		X	NO
Lake			NO
U.S. Highway 34		X	NO

6. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

7. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

8. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

9. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as BOSSELEMAN CROSSING SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

10. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent

owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2020.

BOSSELMAN PUMP & PANTRY, INC.,
Subdivider

By: _____
Charles D. Bosselman, Jr., Chairman &

CEO
STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles D. Bosselman, Jr., Chairman & CEO of Bosselman Pump & Pantry, Inc., known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Bosselman Pump & Pantry, Inc.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

STATE OF NEBRASKA)

COUNTY OF HALL) ss
)

On _____, 2020, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2020-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2020-296

WHEREAS know all men by these presents, that Bosselman Pump & Pantry INC., being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "BOSELMAN CROSSING SUBDIVISION", a replat of all of Lot 2, King's Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of BOSELMAN CROSSING SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-7

**#2020-297 - Approving Final Plat and Subdivision Agreement for
Bosselville Sixth Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: November 24, 2020
Subject: Bosselville Sixth Subdivision – Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located west of U.S. Highway 281 and north of Wood River Road in Hall County, Nebraska within 2 mile ETJ of Grand Island, Nebraska.(5 lots, 16.547 acres). This property is zoned TD – Travel Development.

Discussion

The final plat for Bosselville Sixth Subdivision was considered at the Regional Planning Commission at the November 4, 2020 meeting.

A motion was made by Maurer and second by Rainforth to approve Bosselville Sixth Subdivision.

The motion was carried with nine members voting in favor (O’Neill, Ruge, Doane, Monter, Robb, Rubio, Hendricksen, Robb and Rainforth) with no members voting no.

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 Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Bosselman Inc
PO BOX 4905
Grand Island, NE 68802
To create

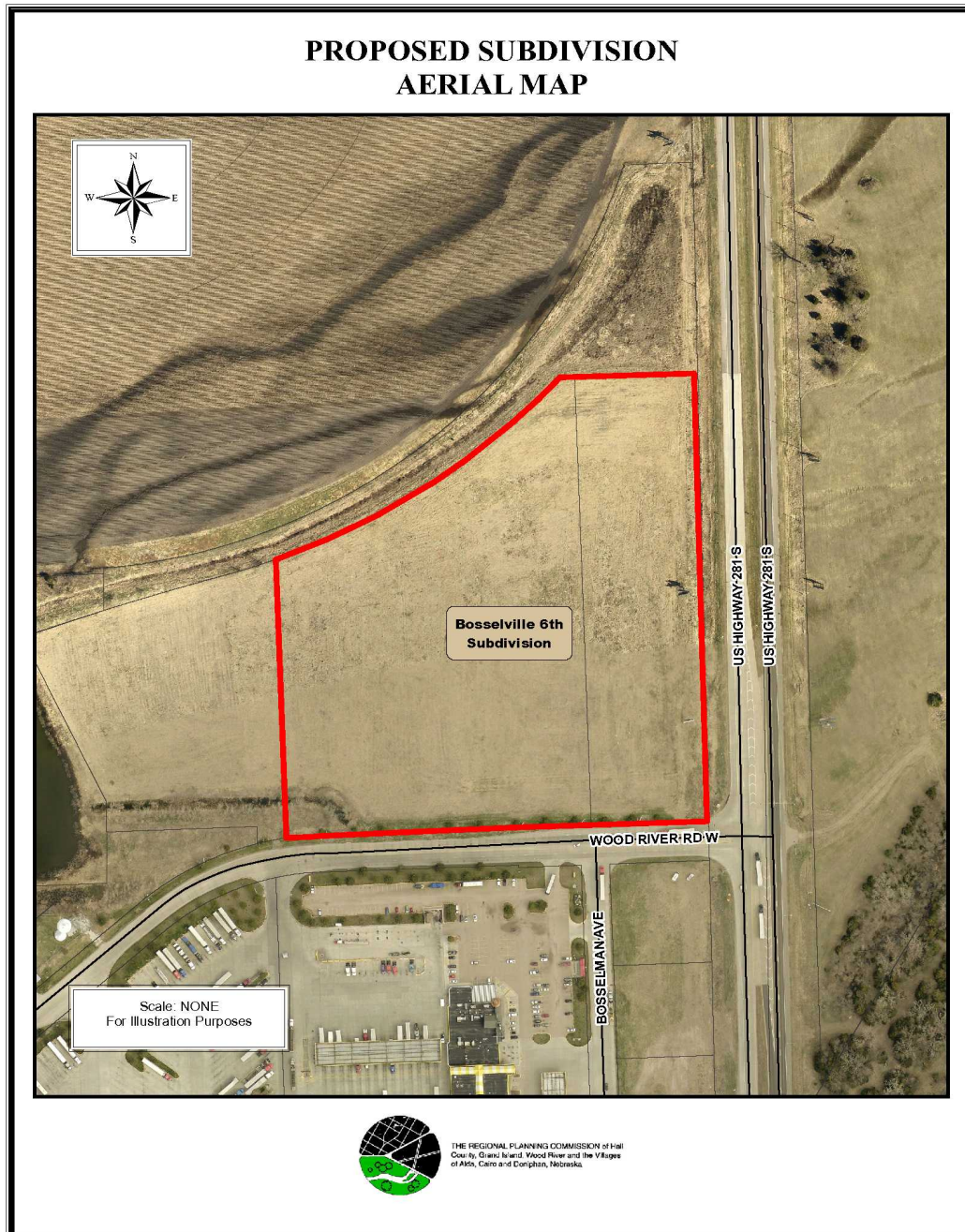
Size: Final Plat 5 lots, 16.574 Acres

Zoning: TD – Travel Development

Road Access: Bosselman Avenue will be extended as a 41' concrete commercial street.

Water: Public water is available through the Bosselman system.

Sewer: City Sewer is available.



BOSELVILLE SIXTH SUBDIVISION

HALL COUNTY, NEBRASKA

SITE PLAT

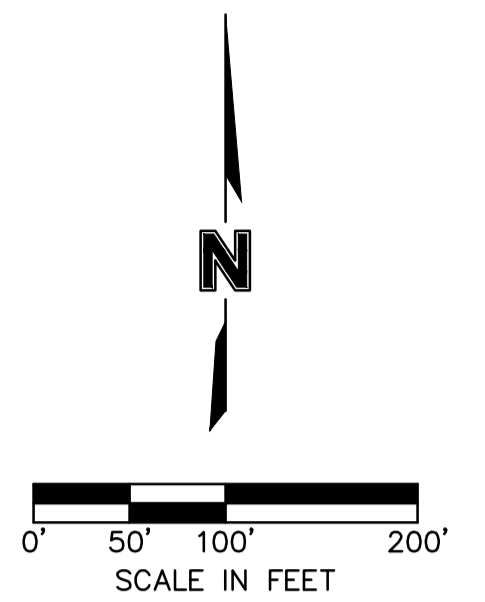
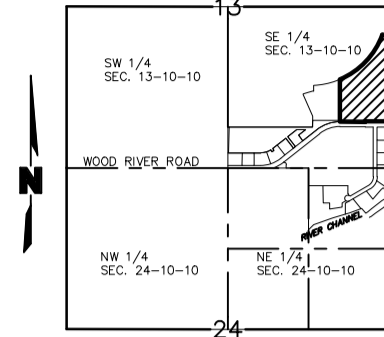
LEGAL DESCRIPTION

A REPLAT OF ALL OF LOTS 2 AND 3, BOSELVILLE FIFTH SUBDIVISION, HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF 721,946.40 SQUARE FEET OR 16.574 ACRES MORE OR LESS OF WHICH 1.353 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

LOCATION MAP

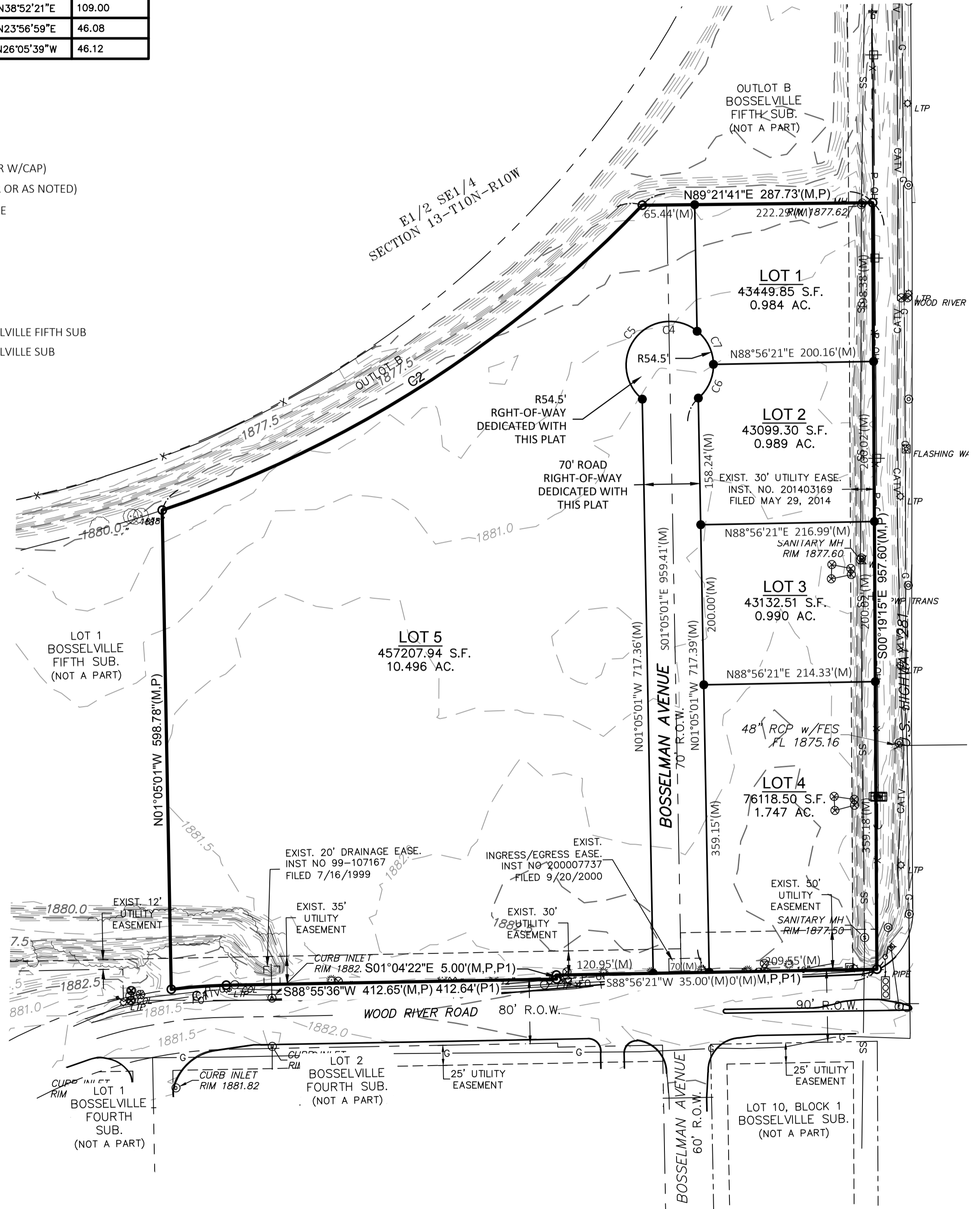
SE 1/4 SEC. 13-T10N-R10W
NE 1/4, SEC. 24-T10N-R10W
NOT TO SCALE



CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	612.98 (M,P)	006°26'15"	68.87 (M,P)	S85°41'31"W	68.84 (M,P)
C2	1487.66 (M,P)	027°38'05"	717.52 (M,P)	N57°34'27"E	710.59 (M,P)
C4	54.50	280°05'15"	266.42	N88°54'59"E	70.00
C5	54.50	180°00'00"	171.22	N38°52'21"E	109.00
C6	54.50	050°01'16"	47.58	N23°56'59"E	46.08
C7	54.50	050°03'59"	47.62	N26°05'39"W	46.12

LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (5/8" REBAR OR AS NOTED)
- SUBDIVISION BOUNDARY LINE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- - - EXISTING EASEMENT LINE
- - - PROPOSED EASEMENT LINE
- M MEASURED DISTANCE
- P RECORDED DISTANCE BOSELVILLE FIFTH SUB
- P1 RECORDED DISTANCE BOSELVILLE SUB



NOTE:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2020-2845
	BOSELVILLE BOSELVILLE SUBDIVISION SURVEY FB	

DWG: F:\2020\2501-3000\020-2845\40-Design\Survey\SRVY\Sheets\V_FLPLAT_0202845.dwg
DATE: Oct 15, 2020 2:37pm XREFS: V_XTOP0_0202845 V_XRWAY_0202845
USER: jjimenez

BOSELVILLE SIXTH SUBDIVISION

HALL COUNTY, NEBRASKA

FINAL PLAT

LEGAL DESCRIPTION

A REPLAT OF ALL OF LOTS 2 AND 3, BOSELVILLE FIFTH SUBDIVISION, HALL COUNTY, NEBRASKA .

SAID TRACT CONTAINS A CALCULATED AREA OF 721,946.40 SQUARE FEET OR 16.574 ACRES MORE OR LESS OF WHICH 1.353 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2020, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A REPLAT OF ALL OF LOTS 2 AND 3, BOSELVILLE FIFTH SUBDIVISION, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT BOSELMAN, INC., A NEBRASKA CORPORATION, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "BOSELVILLE SIXTH SUBDIVISION" BEING A REPLAT OF ALL OF LOTS 2 AND 3, BOSELVILLE FIFTH SUBDIVISION, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA, THIS ____ DAY OF _____, 2020.

BOSELMAN, INC., A NEBRASKA CORPORATION

BY: _____
CHARLES D. BOSELMAN, Jr., CHAIRMAN & CEO

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL SS

ON THIS ____ DAY OF _____, 2019, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED CHARLES D. BOSELMAN, Jr., CHAIRMAN & CEO, BOSELMAN, INC., A NEBRASKA CORPORATION, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2020.

MAYOR _____

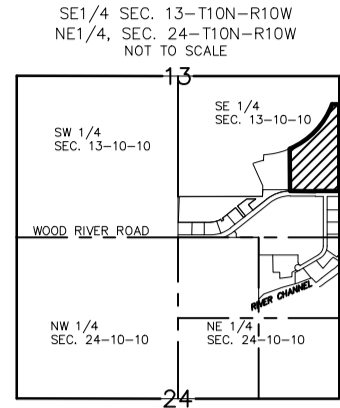
CITY CLERK _____

APPROVED AND ACCEPTED BY THE HALL COUNTY BOARD OF SUPERVISORS
THIS ____ DAY OF _____, 2020.

CHAIRPERSON _____

COUNTY CLERK _____

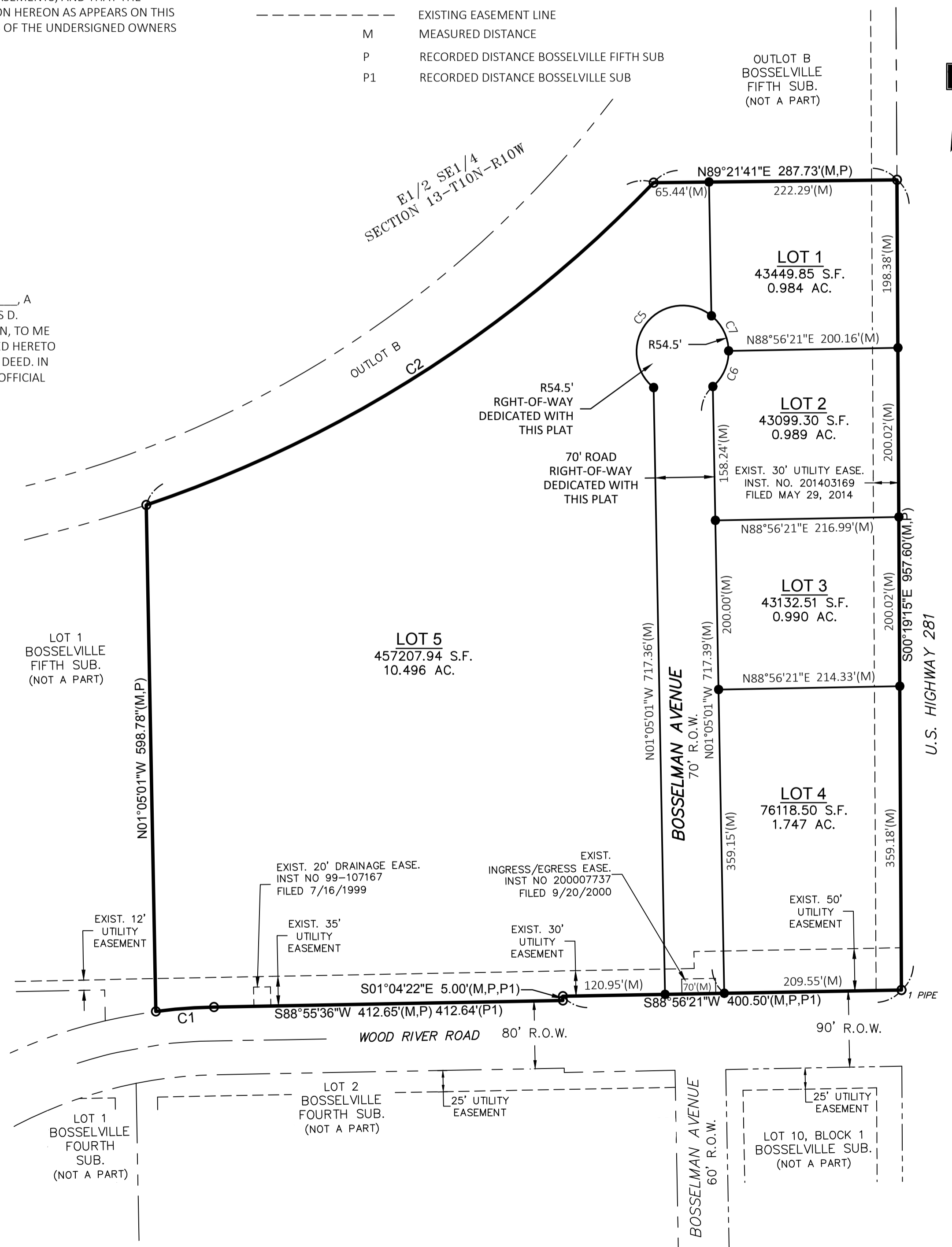
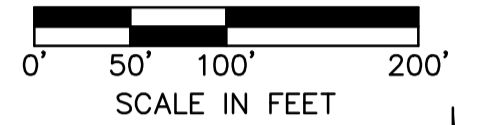
LOCATION MAP



CURVE TABLE					
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C7	54.50	050°03'59"	47.62	N26°05'39"W	46.12

LEGEND

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- FOUND CORNER (5/8" REBAR OR AS NOTED)
- SUBDIVISION BOUNDARY LINE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- M MEASURED DISTANCE
- P RECORDED DISTANCE BOSELVILLE FIFTH SUB
- P1 RECORDED DISTANCE BOSELVILLE SUB



olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2019-2049
	BOSELMAN BOSELVILLE SUBDIVISION SURVEY	FB

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

BOSELVILLE SIXTH SUBDIVISION

5 LOTS

In the Jurisdiction of the City of Grand Island, Hall County Nebraska

The undersigned, BOSSELMAN, INC., a Nebraska Corporation, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A REPLAT OF LOTS 2 AND 3 BOSELVILLE FIFTH SUBDIVISION, HALL COUNTY NEBRASKA SAID TRACT CONTAINS A CALCULATED AREA OF 721,946.40 SQUARE FEET OR 16.574 ACRES MORE OR LESS OF WHICH 1.353 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY;

desires to have subdivided as a subdivision the foregoing tract of land located within the jurisdiction of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as BOSELVILLE SIXTH SUBDIVISION, designating explicitly the

land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said BOSSELVILLE SIXTH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to pave Bosselman Avenue in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave Bosselman Avenue, the City may create a paving district to perform such work. The Subdivider agrees to waive the right to object to the creation of any paving district for U.S. Highway 281 and Wood River Road where they abut the subdivision.

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public

Works, and subject to the City’s inspection. Sanitary sewer connections for all lots are subject to assessments. The existing lots, Lots 2 and 3 of Bosselville Fifth Subdivision, have combined assessments of \$127,452.91. Public Works will propose that the Grand Island City Council, acting as the Board of Equalization, reapportion the \$127,452.91 due for the assessments based the number and size of the lots.

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Wood River Road		x	NO
Bosselman Avenue		x	NO
			NO

6. **Flood Plain.** Since all of the subdivision is within a delineated flood plain, all structures within areas identified as a special flood hazard area constructed shall have

the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood as determined by the building permit received by the Subdivider or successors from the Building Department under the provisions of applicable Federal, State, or local laws and regulations. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a qualified engineer or architect.

7. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

8. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

9. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed

with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

10. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as BOSSELVILLE SIXTH SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

11. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2020.

BOSSELMAN, INC., A NEBRASKA CORPORATION, Subdivider

By: _____
Charles D. Bosselman, Jr., Chairman &

CEO

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles D. Bosselman, Jr., a Nebraska Corporation, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Bosselman, Inc.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2020-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2020-297

WHEREAS know all men by these presents, that Bosselman, INC., A Nebraska Corporation, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “BOSELVILLE SIXTH SUBDIVISION”, A replat of all of Lots 2 and 3, Bosselville Fifth Subdivision, in the jurisdiction of City of Grand Island, Hall County, Nebraska; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of BOSELVILLE SIXTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-8

#2020-298 - Approving Final Plat and Subdivision Agreement for Continental Gardens Second Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: November 24, 2020
Subject: Continental Gardens Second Subdivision – Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located north of State Street and east of Webb Road in Grand Island, Nebraska. (2 lots, 13.56 acres). This property is zoned RO – Residential Office, CD – Commercial Development and R3 Medium Density Residential. A Replat of all of Block 3, Continental Gardens, and a tract of land consisting of part of the Southwest Quarter of the Northwest Quarter (SW ¼ , NW ¼) of Section Eight (8), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., All in the City of Grand Island, Hall County, Nebraska , Hall County, Nebraska.

Discussion

The final plat for Continental Gardens Second Subdivision were considered at the Regional Planning Commission at the November 4, 2020 meeting.

A motion was made by Maurer and second by Rainforth to approve Continental Gardens Second Subdivision.

The motion was carried with nine members voting in favor (O'Neill, Ruge, Doane, Monter, Robb, Rubio, Hendricksen, Robb and Rainforth) with no members voting no.

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 Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Principal Life Insurance Co
711 High Street
Des Moines, IA 50392
To create

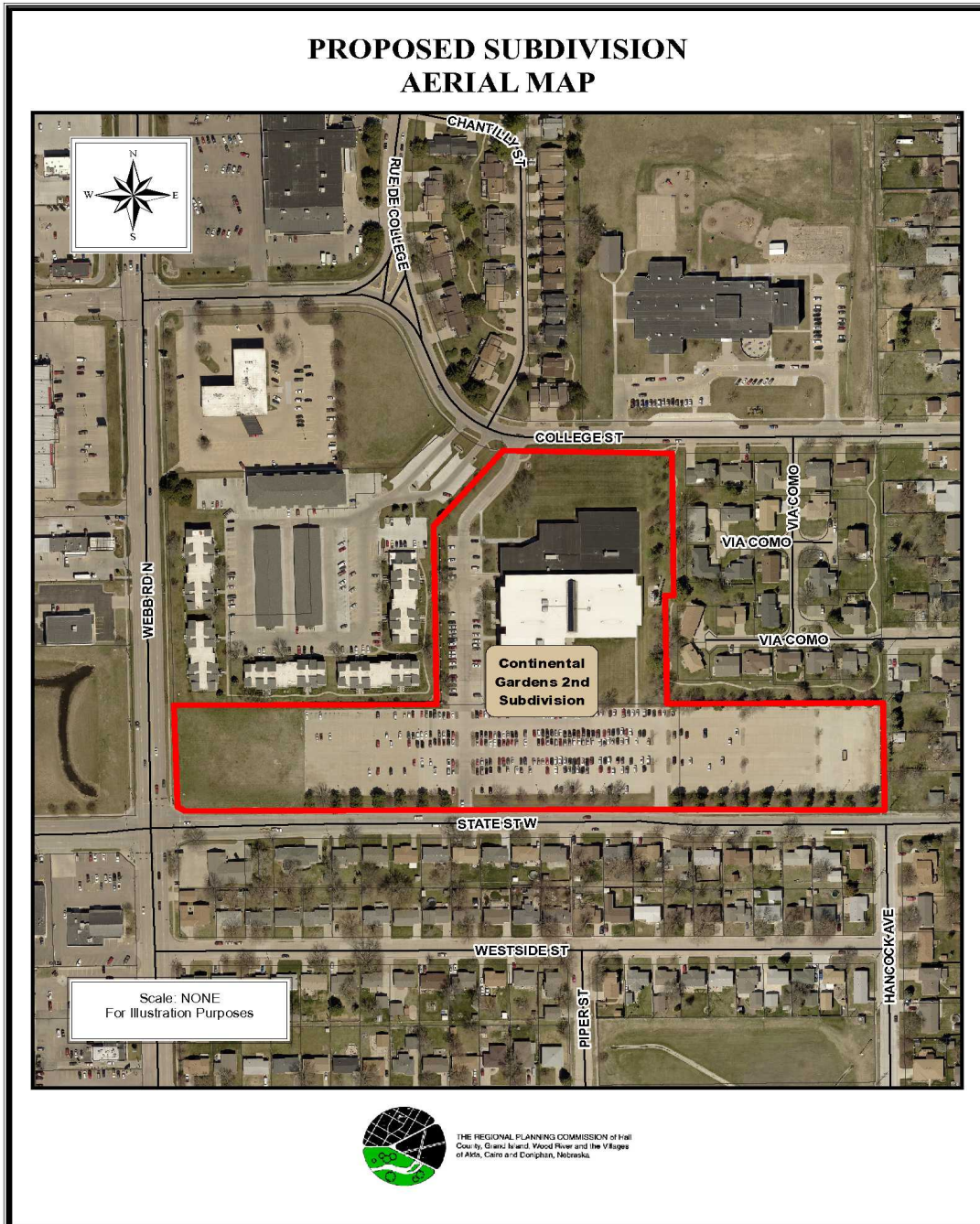
Size: Final Plat 2 lots, 13.560 Acres

Zoning: RO – Residential Office, CD – Commercial Development Zone, R3 Medium Density Residential

Road Access: State Street and College Street are paved City Street. No Access will be permitted on Webb Road.

Water: City water is available.

Sewer: City Sewer is available.



LEGAL DESCRIPTION

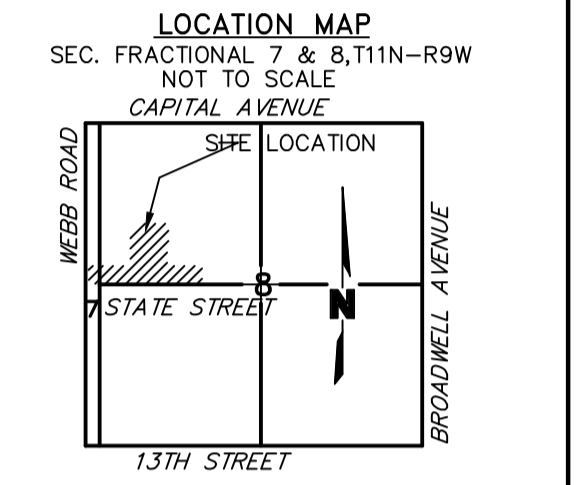
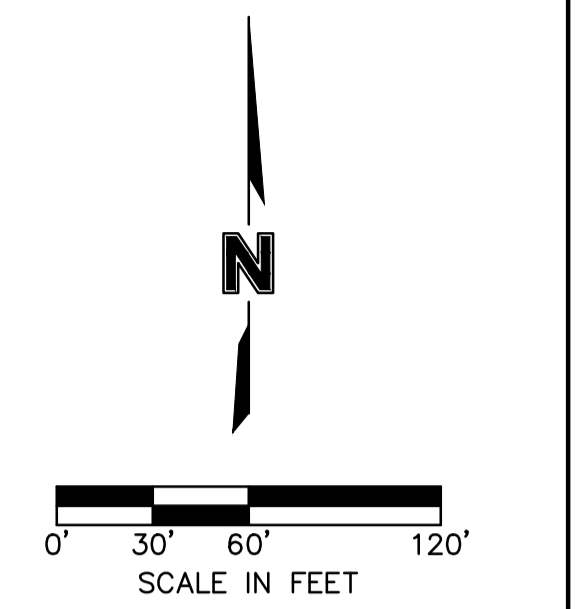
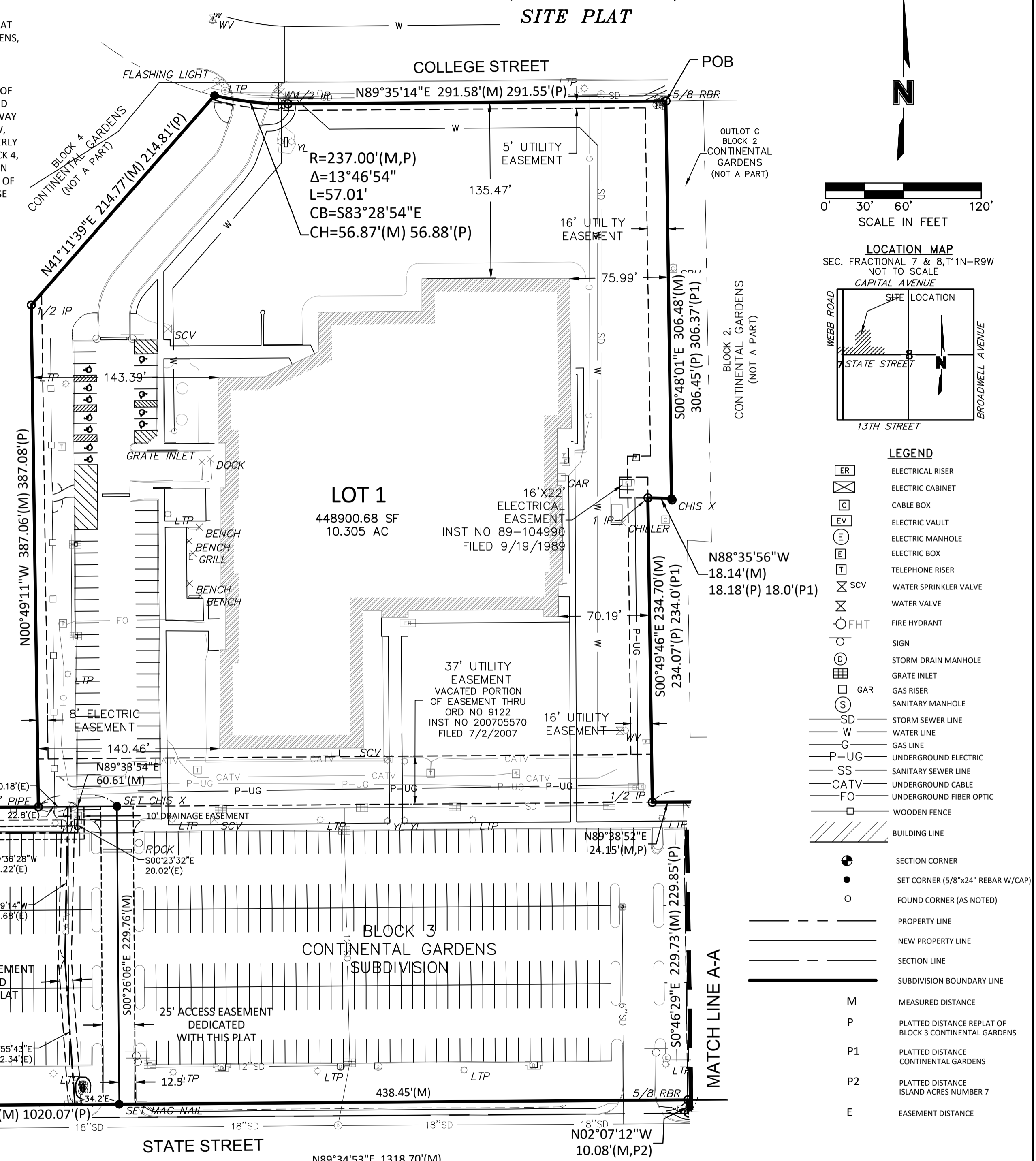
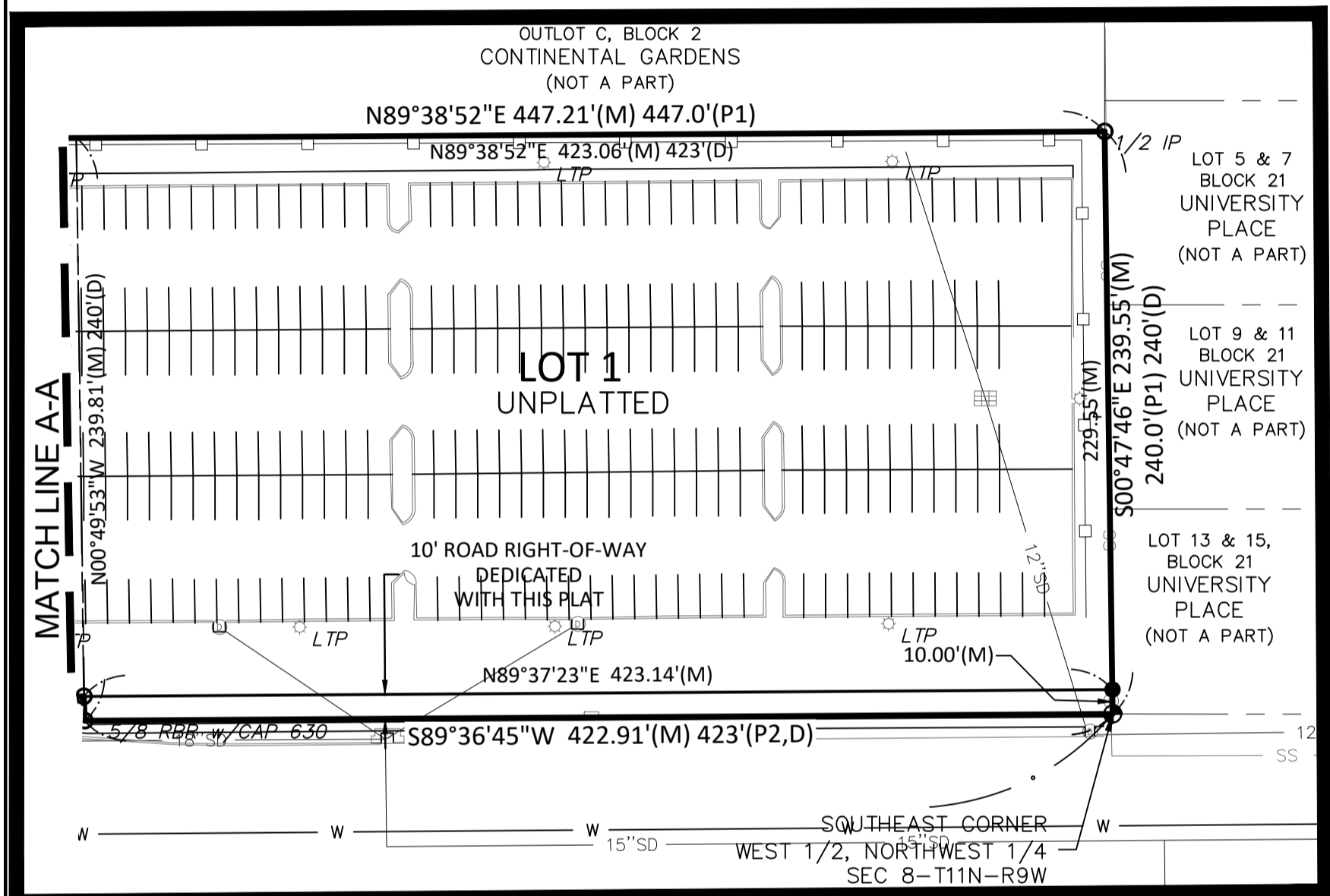
A REPLAT OF ALL OF REPLAT OF BLOCK 3, CONTINENTAL GARDENS, AND A TRACT OF LAND CONSISTING OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4, NW1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTINENTAL GARDENS SECOND SUBDIVISION

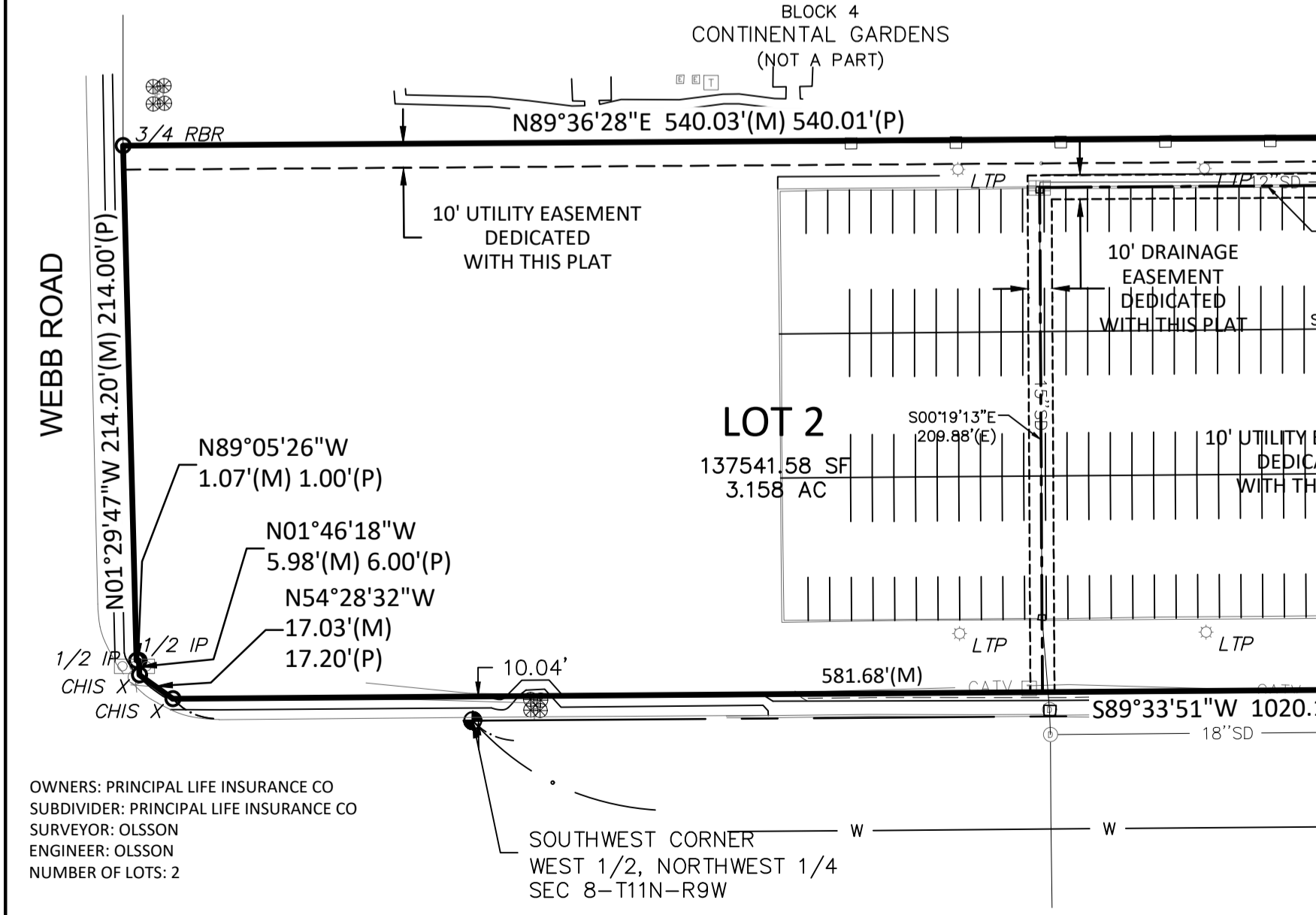
GRAND ISLAND, HALL COUNTY, NEBRASKA

SITE PLAT



LEGEND

ER	ELECTRICAL RISER
EC	ELECTRIC CABINET
CB	CABLE BOX
EV	ELECTRIC VAULT
EM	ELECTRIC MANHOLE
EB	ELECTRIC BOX
TR	TELEPHONE RISER
WSV	WATER SPRINKLER VALVE
WV	WATER VALVE
FHT	FIRE HYDRANT
S	SIGN
SDM	STORM DRAIN MANHOLE
GI	GRATE INLET
GR	GAS RISER
SM	SANITARY MANHOLE
SSL	STORM SEWER LINE
WL	WATER LINE
GL	GAS LINE
UG-E	UNDERGROUND ELECTRIC
SS	SANITARY SEWER LINE
UG-C	UNDERGROUND CABLE
UG-F	UNDERGROUND FIBER OPTIC
WF	WOODEN FENCE
BL	BUILDING LINE
SC	SECTION CORNER
SCR	SET CORNER (5/8"x24" REBAR W/CAP)
FC	FOUND CORNER (AS NOTED)
PL	PROPERTY LINE
NPL	NEW PROPERTY LINE
SL	SECTION LINE
SBL	SUBDIVISION BOUNDARY LINE
M	MEASURED DISTANCE
P	PLATTED DISTANCE REPLAT OF BLOCK 3 CONTINENTAL GARDENS
P1	PLATTED DISTANCE CONTINENTAL GARDENS
P2	PLATTED DISTANCE ISLAND ACRES NUMBER 7
E	EASEMENT DISTANCE



OWNERS: PRINCIPAL LIFE INSURANCE CO
 SUBDIVIDER: PRINCIPAL LIFE INSURANCE CO
 SURVEYOR: OLSSON
 ENGINEER: OLSSON
 NUMBER OF LOTS: 2

olsson
 201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750
 FAX 308.384.8752

PROJECT NO. 2020-2915
 Principal
 Green Light Project
 FB

USER: jjimenez
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CONTINENTAL GARDENS SECOND SUBDIVISION

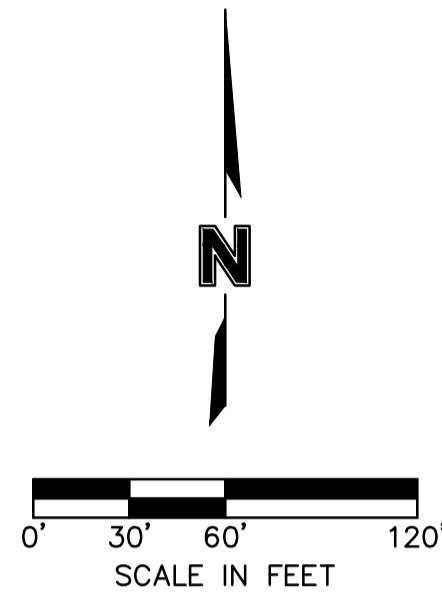
GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

SECTION TIES

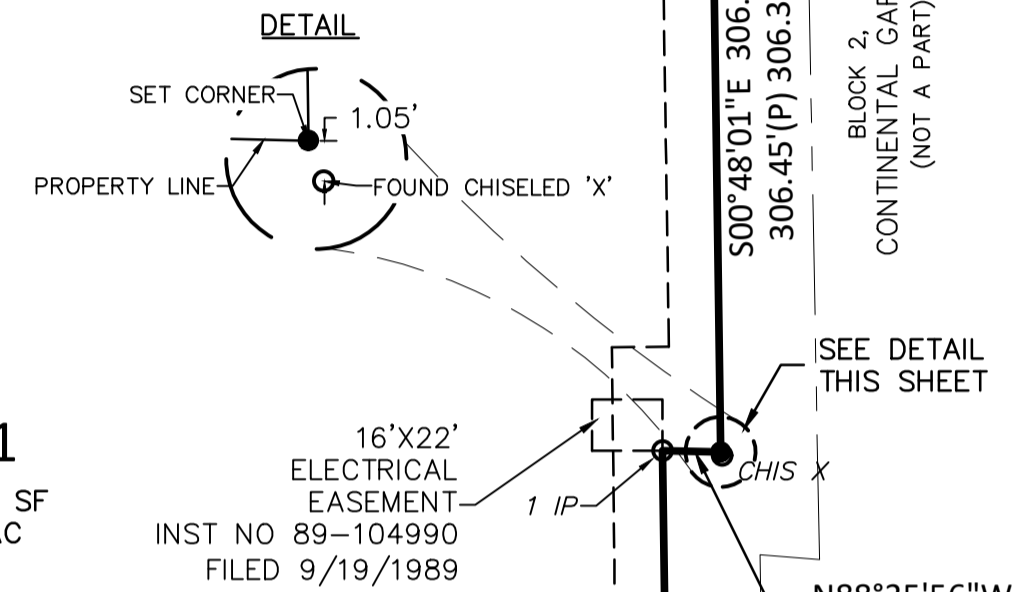
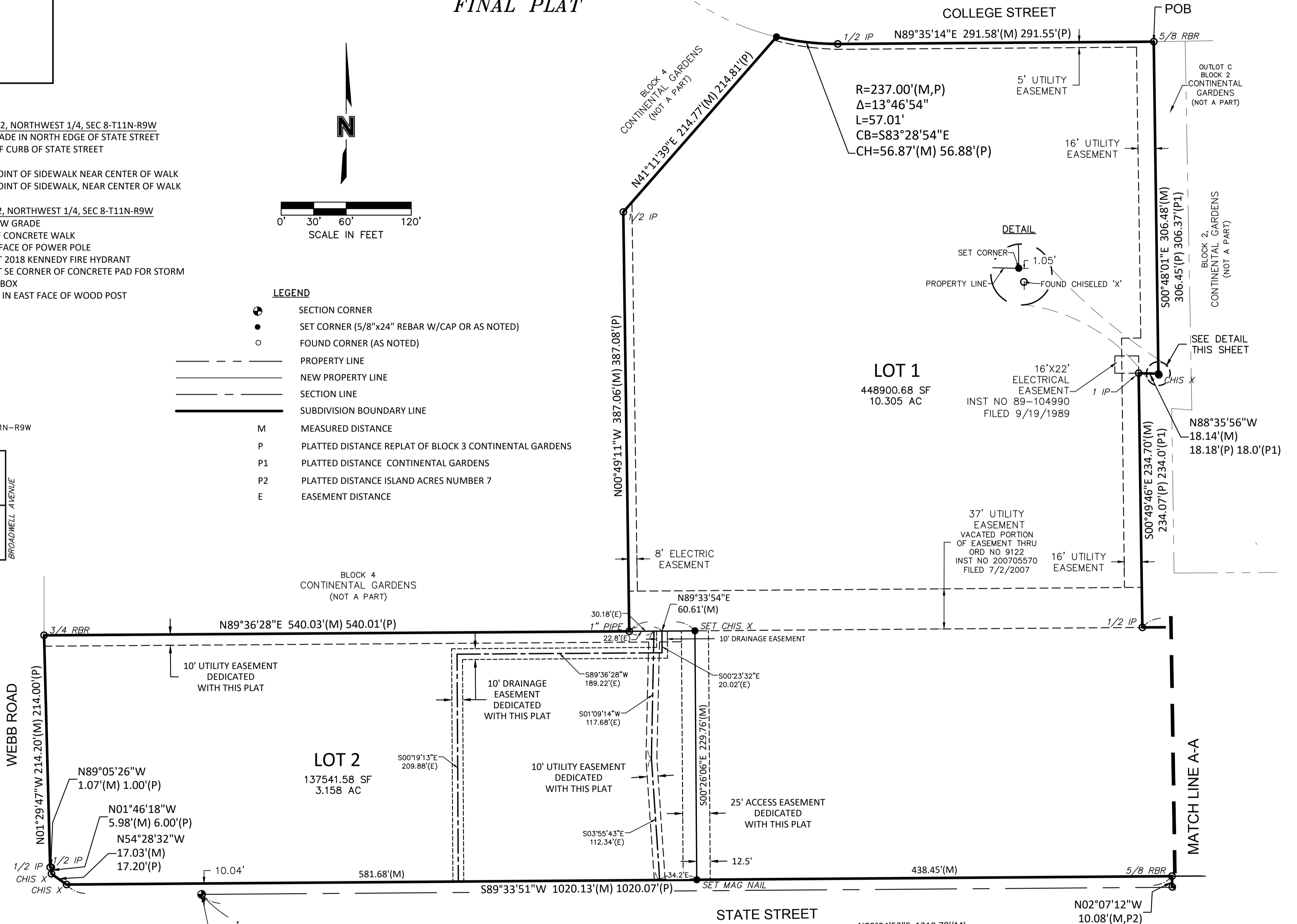
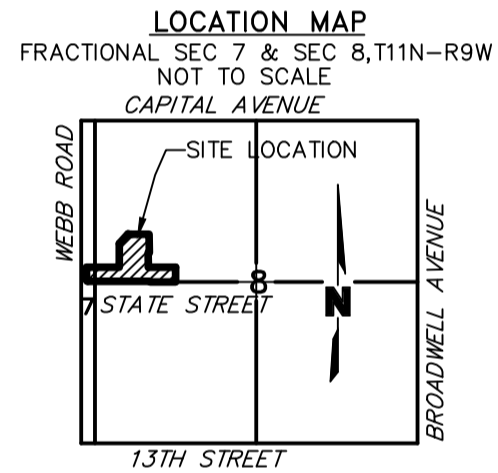
SOUTHWEST CORNER, WEST 1/2, NORTHWEST 1/4, SEC 8-T11N-R9W
 FOUND ALUMINUM CAP AT GRADE IN NORTH EDGE OF STATE STREET
 N 1.00' TO NORTH BACK OF CURB OF STATE STREET
 NE 34.25' TO 5/8" REBAR
 NE 10.75' TO MAG NAIL IN JOINT OF SIDEWALK NEAR CENTER OF WALK
 NW 10.12' TO MAG NAIL IN JOINT OF SIDEWALK, NEAR CENTER OF WALK

SOUTHEAST CORNER, WEST 1/2, NORTHWEST 1/4, SEC 8-T11N-R9W
 FOUND 5/8" REBAR, 0.20' BELOW GRADE
 S 1.16' TO NORTH EDGE OF CONCRETE WALK
 ENE 5.04' TO 'X' NAILS IN SW FACE OF POWER POLE
 SSW 69.0' TO OPERATION NUT 2018 KENNEDY FIRE HYDRANT
 SW 11.85' TO CHISELED 'X' AT SE CORNER OF CONCRETE PAD FOR STORM SEWER JUNCTION BOX
 N 43.60' TO REDHEAD NAIL IN EAST FACE OF WOOD POST



LEGEND

- SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP OR AS NOTED)
- FOUND CORNER (AS NOTED)
- PROPERTY LINE
- NEW PROPERTY LINE
- SECTION LINE
- SUBDIVISION BOUNDARY LINE
- M MEASURED DISTANCE
- P PLATTED DISTANCE REPLAT OF BLOCK 3 CONTINENTAL GARDENS
- P1 PLATTED DISTANCE CONTINENTAL GARDENS
- P2 PLATTED DISTANCE ISLAND ACRES NUMBER 7
- E EASEMENT DISTANCE



OWNERS: PRINCIPAL LIFE INSURANCE CO
 SUBDIVIDER: PRINCIPAL LIFE INSURANCE CO
 SURVEYOR: OLSSON
 ENGINEER: OLSSON
 NUMBER OF LOTS: 2

SOUTHWEST CORNER
 WEST 1/2, NORTHWEST 1/4
 SEC 8-T11N-R9W

SHEET 1 OF 2

olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2020-2915
	Principal Green Light Project FB	

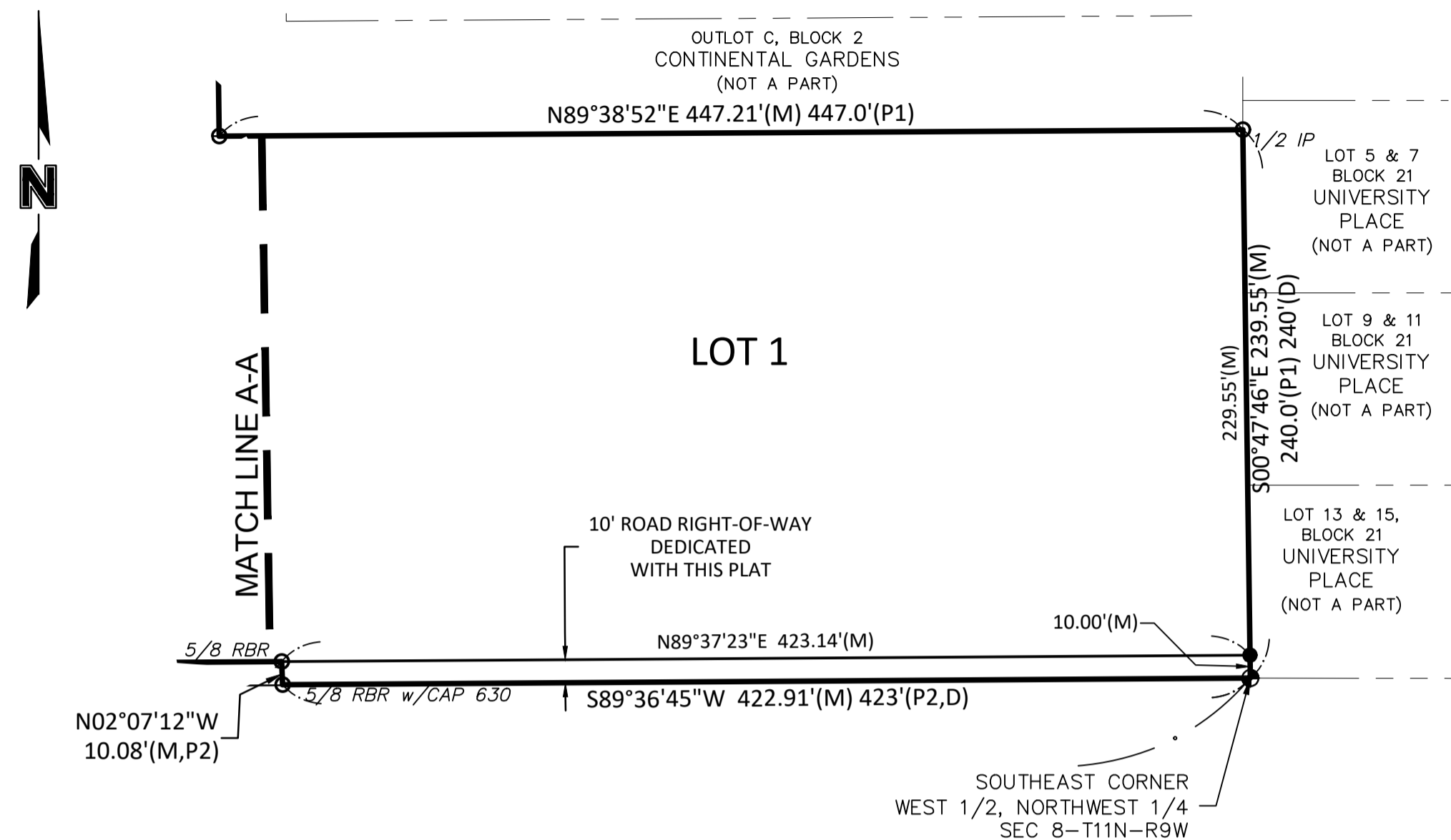
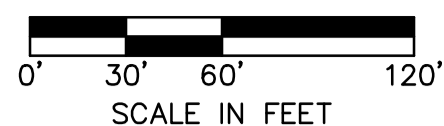
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CONTINENTAL GARDENS SECOND SUBDIVISION

GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT



LEGAL DESCRIPTION

A REPLAT OF ALL OF REPLAT OF BLOCK 3, CONTINENTAL GARDENS, AND A TRACT OF LAND CONSISTING OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4, NW1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2020, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF A REPLAT OF ALL OF REPLAT OF BLOCK 3, CONTINENTAL GARDENS, AND A TRACT OF LAND CONSISTING OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4, NW1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JESSE E. HURT, REGISTERED LAND SURVEYOR NUMBER, LS-674

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT PRINCIPAL LIFE INSURANCE COMPANY, AN IOWA CORPORATION, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "CONTINENTAL GARDENS SECOND SUBDIVISION" A REPLAT OF ALL OF REPLAT OF BLOCK 3, CONTINENTAL GARDENS, AND A TRACT OF LAND CONSISTING OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4, NW1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO,

AT _____ (CITY), _____ (STATE)

THIS ____ DAY OF _____, 2020.

WILLIAM G. JOHNSON, ASSISTANT DIRECTOR
PRINCIPAL LIFE INSURANCE COMPANY, AN IOWA CORPORATION

ACKNOWLEDGMENT

STATE OF _____ SS
COUNTY OF _____

ON THIS ____ DAY OF _____, 2020, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED WILLIAM G. JOHNSON, ASSISTANT DIRECTOR, PRINCIPAL LIFE INSURANCE COMPANY, AN IOWA CORPORATION, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____ (CITY), _____ (STATE), ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2020.

MAYOR _____

CITY CLERK _____

DWG: F:\2020\2501-3000\020-2915\40-Design\Survey\SRVY\Sheets\FLAT_0202915.dwg
 DATE: Oct 14, 2020 9:37am
 USER: jjimenez
 XREFS: V_XRWAY_0202915

SHEET 2 OF 2

olsson

201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2020-2915
Principal
Green Light Project
FB

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT
CONTINENTAL GARDENS SECOND SUBDIVISION
2 LOTS

In the City of Grand Island, Hall County Nebraska

The undersigned PRINCIPAL LIFE INSURANCE COMPANY, AN IOWA CORPORATION, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A REPLAT OF ALL OF REPLAT OF BLOCK 3, CONTINENTAL GARDENS, AND A TRACT OF LAND CONSISTING OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4, NW1/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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OF CURVATURE AND ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF COLLEGE STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, IN A COUNTER CLOCKWISE DIRECTION, HAVING A DELTA ANGLE 13°46'54", HAVING A RADIUS OF 237.00 FEET, AND CHORD BEARING S83°28'54"E A DISTANCE OF 56.87 FEET; THENCE N89°35'14"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 291.58 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 590689.01 SQUARE FEET OR 13.560 ACRES MORE OR LESS OF WHICH 0.097 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as CONTINENTAL GARDENS SECOND SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said CONTINENTAL GARDENS SECOND SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation

of any paving or repaving district for Webb Road, State Street and College Street where they abut the subdivision.

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

A drainage easement as shown on the plat across lot 2 is provided for lot 1 to drain to the storm sewer using the drainage as it was designed prior to this subdivision when the property was in single ownership. All drainage pipes and systems within this easement are private and must be maintained by a separate agreement between the owners of lots 1 and 2.

5. **Sidewalks.** The Subdivider shall maintain all public sidewalks required by the City of Grand Island.

6. **Landscaping.** The Subdivider agrees to comply with the requirements of

the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

7. **Access to Lot 2.** Lot 2 may only be accessed from State Street by the existing drive way along the east property line and/or additional drive to be located no closer than 300 feet from the intersection of Webb Road and State Street. No access shall be permitted from Webb Road.

8. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

9. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

10. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known CONTINENTAL GARDENS SECOND SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

11. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2020.

PRINCIPAL LIFE INSURANCE
COMPANY, AN IOWA CORPORATION
Subdivider

By: _____
William G. Johnson, Assistant Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William G. Johnson, Assistant Director of Principal Life Insurance Company, an Iowa Corporation, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Principal Life Insurance Company.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2020-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2020-298

WHEREAS know all men by these presents, that Principal Life Insurance Company, and Iowa Corporation, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "CONTINENTAL GARDENS SECOND SUBDIVISION", A replat of all of Block 3, Continental Gardens, and a tract of land consisting of part of part of the southwest quarter of the northwest quarter (SW ¼ , NW ¼) of Section eight (8), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., all in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of CONTINENTAL GARDENS SECOND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-9

**#2020-299 - Approving Final Plat and Subdivision Agreement for
NCC-1701B Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: November 24, 2020
Subject: NCC – 1701B Subdivision – Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located west of Webb Road and north of Capital Avenue in Grand Island, Nebraska. (2 lots, 1.07 acres). This property is zoned R1 Suburban Density Residential. A tract of land being Lot 2 of NCC-1701A Subdivision and a part of the southeast quarter (SE ¼) of Section One (1), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., all in the City of Grand Island, Hall County, Nebraska.

Discussion

The final plat for NCC – 1701B Subdivision were considered at the Regional Planning Commission at the November 4, 2020 meeting.

A motion was made by Maurer and second by Rainforth to approve NCC – 1701B Subdivision.

The motion was carried with nine members voting in favor (O'Neill, Ruge, Doane, Monter, Robb, Rubio, Hendricksen, Robb and Rainforth) with no members voting no.

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 Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Clarice A. Shaw
2648 North Webb Road
Grand Island, NE 68803

To create

Size: Final Plat 2 lots 1.07 acres

Zoning: R1 –Suburban Density Residential

Road Access: Webb Road is a rural section city street.

Water: City water is available.

Sewer: City Sewer is available.



* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

NCC-1701B SUBDIVISION

2 LOTS

In the City of Grand Island, Hall County Nebraska

The undersigned CLARICE A. SHAW and TIMOTHY L. GRANDON, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Lot Two (2), NCC-1701A Subdivision, in the City of Grand Island, Hall County, Nebraska, and A tract of land being part of the Southeast Quarter (SE1/4) of Section 1, Township 11 North, Range 10 West of the 6th P.M., Hall County, Nebraska more particularly described as follows: Commencing at the Southeast Corner of the said Southeast Quarter (SE1/4) thence North 00°23'56" West on the easterly line of the said Southeast Quarter (SE1/4) a distance of 1124.39 feet to the Southeast Corner of a tract of land recorded and described in Instrument Number 82-004367 on the Hall County Register of Deeds Office and also being the POINT OF BEGINNING; thence North 89°52'32" West on the southerly line of said record tract a distance of 263.83 feet to the southwesterly corner of said record tract; thence North 00°27'35" West on the westerly line of said record tract a distance of 50.84 feet to the northwesterly corner of said record tract; thence South 89°40'25" East on the northerly line of said record tract a distance of 263.89 feet to the northeasterly corner of said record tract and the easterly line of Southeast Quarter (SE1/4);

thence South 00°23'56" East on said easterly section line a distance of 49.91 feet to the point of beginning.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as NCC-1701B SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said NCC-1701B SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Webb Road where it abuts the subdivision.
2. **Water.** Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply.
3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision, and all new structures requiring service shall be connected to such sanitary sewer supply.
4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive

drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage, the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** Immediate sidewalk construction adjacent to Webb Road shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

7. **Accessory Structures on Lot 1.** The Subdivider agrees to build a house or other permitted principal use on lot 1 within 1 year of approval of this subdivision or remove the accessory buildings and return the lot to a vacant state.

8. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of

improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

9. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as NCC-1701B SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

10. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2020

CLARICE A. SHAW, Subdivider

TIMOTHY L. GRANDON, Subdivider

By: _____
Clarice A. Shaw

By: _____
Timothy L. Grandon

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Clarice A. Shaw, landowner, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

_____ Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Timothy L. Grandon, landowner, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

_____ Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA

A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

—

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2020-___, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2020-299

WHEREAS know all men by these presents, that Clarice A Shaw, a single person, and Timothy L. Grandon, a single person, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "NCC-1701B SUBDIVISION", A tract of land being Lot 2 of NCC-1701A Subdivision and a part of the Southeast Quarter (SE ¼) of Section One (1), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., all in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of NCC-1701B SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-10

#2020-300 - Approving Certificate of Final Completion - Water Main Project 2020-W-1 - Lincoln and Delta

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: November 24, 2020

Subject: Certificate of Final Completion for Water Main Project 2020-W-1 – Lincoln Avenue and Delta Street

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2020-W-1 has been completed by the Diamond Engineering Company of Grand Island, Nebraska. The water main project installed approximately 500 linear feet of 8” diameter ductile iron water main by trenchless construction within Lincoln Avenue beginning at Delta Street and extending north. The work connected two existing dead-end water mains, completing the water main loop in the area. A site map of the area is attached for reference.

Discussion

The project has been completed in accordance with the terms and conditions of the contract documents and plans. The final contract amount for the work was \$120,023.43.

Alternatives

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

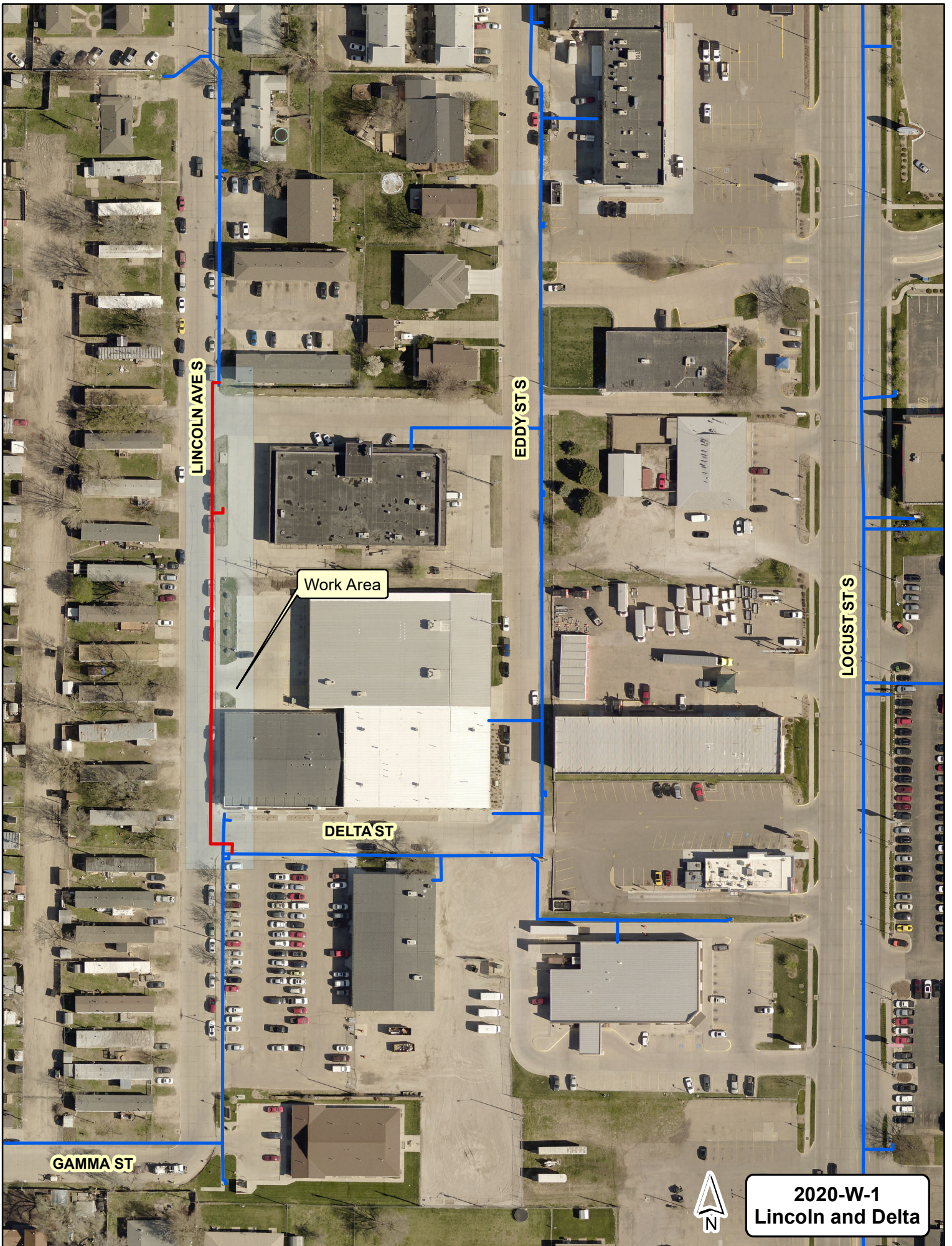
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council accept the Certificate of Final Completion for Water Main Project 2020-W-1, Lincoln Avenue and Delta Street.

Sample Motion

Move to approve the Certificate of Final Completion for Water Main Project 2020-W-1, Lincoln Avenue and Delta Street.



ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Main Project 2020-W-1

Water Main Project 2020-W-1 was installed under a contract issued to The Diamond Engineering Company of Grand Island, NE. The project connected two existing dead-end water mains, completing the water main loop in the area of Lincoln Avenue and Delta Street. The work has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.



Jamie L. Royer, P.E. #E-17387

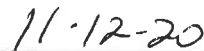


Date

I hereby authorize Water Main Project 2020-W-1 to be incorporated into the City of Grand Island water system.



Tim Luchsinger, Utilities Director



Date

CERTIFICATE OF FINAL COMPLETION

Water Main Project 2020-W-1
Lincoln Avenue and Delta Street

November 24, 2020

Water Main Project 2020-W-1 was awarded to The Diamond Engineering Company of Grand Island, Nebraska.

The work on this project, as certified to be fully completed by Tim Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provision in Section 16-650, R.R.S., 1943.

Respectfully Submitted,



John Collins, Public Works Director

.....
WATER MAIN PROJECT 2020-W-1
Lincoln Avenue and Delta Street

November 24, 2020

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2020-W-11 be approved.

Respectfully Submitted,

Roger G. Steele, Mayor

RESOLUTION 2020-300

WHEREAS, the Utilities Engineer and Public Works Director have issued a Certificate of Final Completion for Water Main Project 2020-W-1 within Lincoln Avenue of the City of Grand Island, Nebraska, certifying that the Diamond Engineering Company of Grand Island, Nebraska has completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the Public Works Directors recommends the acceptance of the Engineer's Certificate of Final Completion; and

WHEREAS, the Mayor concurs with the recommendation of the Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2020-W-1 – Lincoln Avenue and Delta Street, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
November 23, 2020 ✕ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-11

**#2020-301 - Approving Change Order #1 - Water Main Project
2020-W-5 - Pleasant View Drive and Delaware Avenue**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: November 24, 2020

Subject: Change Order #1 – Water Main Project 2020-W-5 –
Pleasant View Drive

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2020-W-5 installed approximately 120 linear feet of 6” diameter ductile iron water main for water main lowerings in both the Pleasant View Drive/Phoenix Avenue and Pleasant View Drive/Delaware Avenue intersections. The project resolved previously unknown storm sewer and water main conflicts within the two intersections.

Discussion

The original contract was awarded by City Council on March 24, 2020, in the amount of \$98,855.06, to the Starostka Group Unlimited, Inc., of Grand Island, Nebraska.

During the process of constructing the water main, materials were added or deducted to complete the work. Unit prices were provided in the Contract and specified that the contractor be paid based on actual quantity installed, times the Contract’s unit price. Dewatering was not required which contributed to the reduced project cost. The total adjustment for the project is a deduct of \$8,510.60.

The original Engineer’s Estimate was \$125,000.00. The original contract amount was \$98,855.06. The total changes to the contract amount to a deduct of \$8,510.60. This results in a final contract cost of \$90,344.46.

Alternatives

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

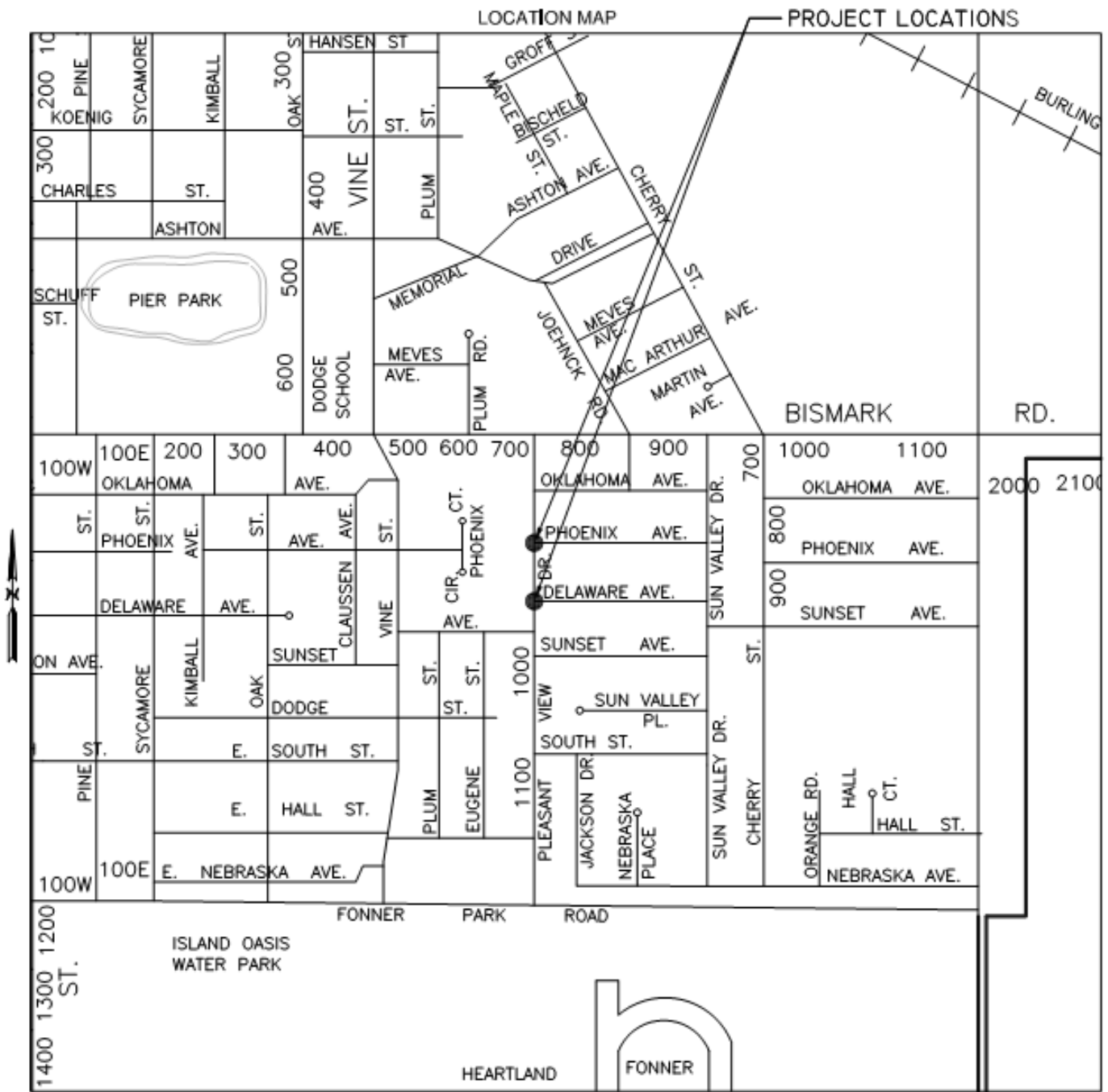
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Change Order #1 with the Starostka Group Unlimited, Inc., for Water Main Project 2020-W-5, in the amount of a deduct of \$8,510.60, for a total contract amount of \$90,344.46.

Sample Motion

Move to approve Change Order #1 for Water Main Project 2020-W-5, in the amount of a deduct of \$8,510.60.



Working Together for a Better Tomorrow, Today.

CHANGE ORDER #1

NAME OF PROJECT: Water Main Project 2020-W-5

CONTRACTOR: Starostka Group Unlimited Inc.
 429 Industrial Lane
 Grand Island, NE 68803

OWNER: City of Grand Island, NE

THE FOLLOWING MODIFICATIONS TO THE CONTRACT ARE HEREBY ORDERED:

ITEM	DESCRIPTION	BID			INSTALLED		
		QUANTITY	UNIT	Unit Price \$	QUANTITY	UNIT	\$ +/-
D.1.01	6" S.J. D.I. PIPE	117.30	LF	\$237.00	121.20	LF	\$924.30
D.1.09	POLYWRAP	117.30	LF	\$7.20	121.20	LF	\$28.08
D.1.10	THRUST BLOCK	9.00	EA	\$197.00	10.00	EA	\$197.00
D.1.12	6"X24" OFFSET FITTING	1.00	EA	\$401.00	0.00	EA	-\$401.00
D.1.18	REMOVE CURB	114.30	LF	\$2.55	108.70	LF	-\$14.28
D.1.19	REPLACE INTEGRAL CURB	114.30	LF	\$39.75	108.70	LF	-\$222.60
D.1.20	REMOVE ROADWAY	248.80	SY	\$27.80	252.70	SY	\$108.42
D.1.21	REPLACE ROADWAY	248.80	SY	\$80.00	252.70	SY	\$312.00
D.1.22	REMOVE SIDEWALK	398.10	SF	\$2.20	479.80	SF	\$179.74
D.1.23	REPLACE SIDEWALK	398.10	SF	\$7.55	479.80	SF	\$616.83
D.1.25	SOD	332.40	SF	\$0.95	712.30	SF	\$360.91
D.1.26	DEWATERING	2.00	LS	\$5,300.00	0.00	LS	-\$10,600.00

SUBTOTAL D.1.01-D.1.27 (DEDUCT): (\$ 8,510.60)

THIS CHANGE ORDER DEDUCT AMOUNT: (\$ 8,510.60)
 ORIGINAL CONTRACT AMOUNT: \$ 98,855.06
REVISED CONTRACT AMOUNT (including this Change Order) **\$ 90,344.46**

REASONS FOR MODIFICATIONS:

During the process of constructing the contract, materials were added or deducted to complete the work. Unit prices were provided in the Contract and specified that the contractor be paid on the basis of actual quantity installed, times the Contract's unit prices.

Contractor: *Mark Starostka*
 Starostka Group Unlimited, Inc.

Date: 11/16/20

Owner: _____
 City of Grand Island, NE

Date: _____

RESOLUTION 2020-301

WHEREAS, Water Main Project 2020-W-5 installed approximately 120 linear feet of 6" diameter ductile iron water main for water main lowerings in both the Pleasant View Drive/Phoenix Avenue and Pleasant View Drive/Delaware Avenue intersections to resolve previously unknown storm sewer and water main conflicts with the two intersections; and

WHEREAS, the original contract was awarded by Council on March 24, 2020, in the amount of \$98,855.06 to Starostka Group, Unlimited, Inc., of Grand Island, Nebraska; and

WHEREAS, during the process of constructing the water main, materials were added or deducted to complete the work and unit prices were provided in the Contract and specified that the contractor be paid on the basis of actual quantity installed, times the Contract's unit price; and

WHEREAS, dewatering was not required which contributed to the reduced project cost in the amount of \$8,510.60; and

WHEREAS, the original contract amount was \$98,855.06, and the total changes to the contract amount to a deduct of \$8,510.60, resulting in a final contract cost of \$90,344.46.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 for the construction of Water Main Project 2020-W-5 in the amount of a deduct of \$8,510.60 is approved, and the Mayor is hereby authorized to sign the Change Order on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-12

#2020-302 - Approving Acquisition of Public Access Easement in King's Crossing Subdivision (Parcel No. 400149117- Grand Island Hotel, LLC)

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

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

RESOLUTION 2020-302

WHEREAS, a public access easement is required by the City of Grand Island, from the property owner of Parcel No. 400149117, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

AN ACCESS EASEMENT CONSISTING OF PART OF LOT 1 OF KING'S CROSSING SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NORTHERLY CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF HIGHWAY 34, THE NORTHEAST CORNER OF LOT 3 OF SAID KING'S CROSSING SUBDIVISION AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°47'28"E ALONG A NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID KING'S CROSSING SUBDIVISION; THENCE S00°12'32"E ALONG AN EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 95.45 FEET TO A EASTERLY CORNER OF SAID LOT, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 75.00, A DELTA ANGLE OF 65°02'42", AN ARC LENGTH OF 85.14 FEET AND A CHORD BEARING S32°43'53"E FOR A DISTANCE OF 80.64 FEET TO A EASTERLY CORNER OF SAID LOT 1; THENCE S29°23'27"W ALONG AND EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 53.19 FEET TO A EASTERLY CORNER OF SAID LOT 1; THENCE N63°26'05"W A DISTANCE OF 75.14 FEET TO A WESTERLY CORNER OF SAID LOT 1; THENCE N00°12'32"W ALONG A WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 175.85 FEET TO THE POINT OF BEGINNING. SAID ACCESS EASEMENT CONTAINS 11,578 SQUARE FEET OR 0.27 ACRES MORE OR LESS.

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the agreement for the public access 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, November 24, 2020.

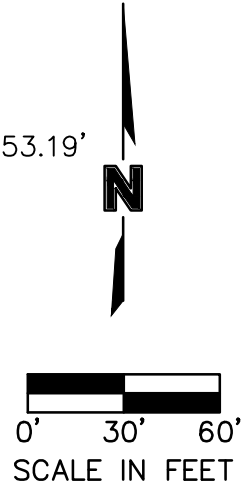
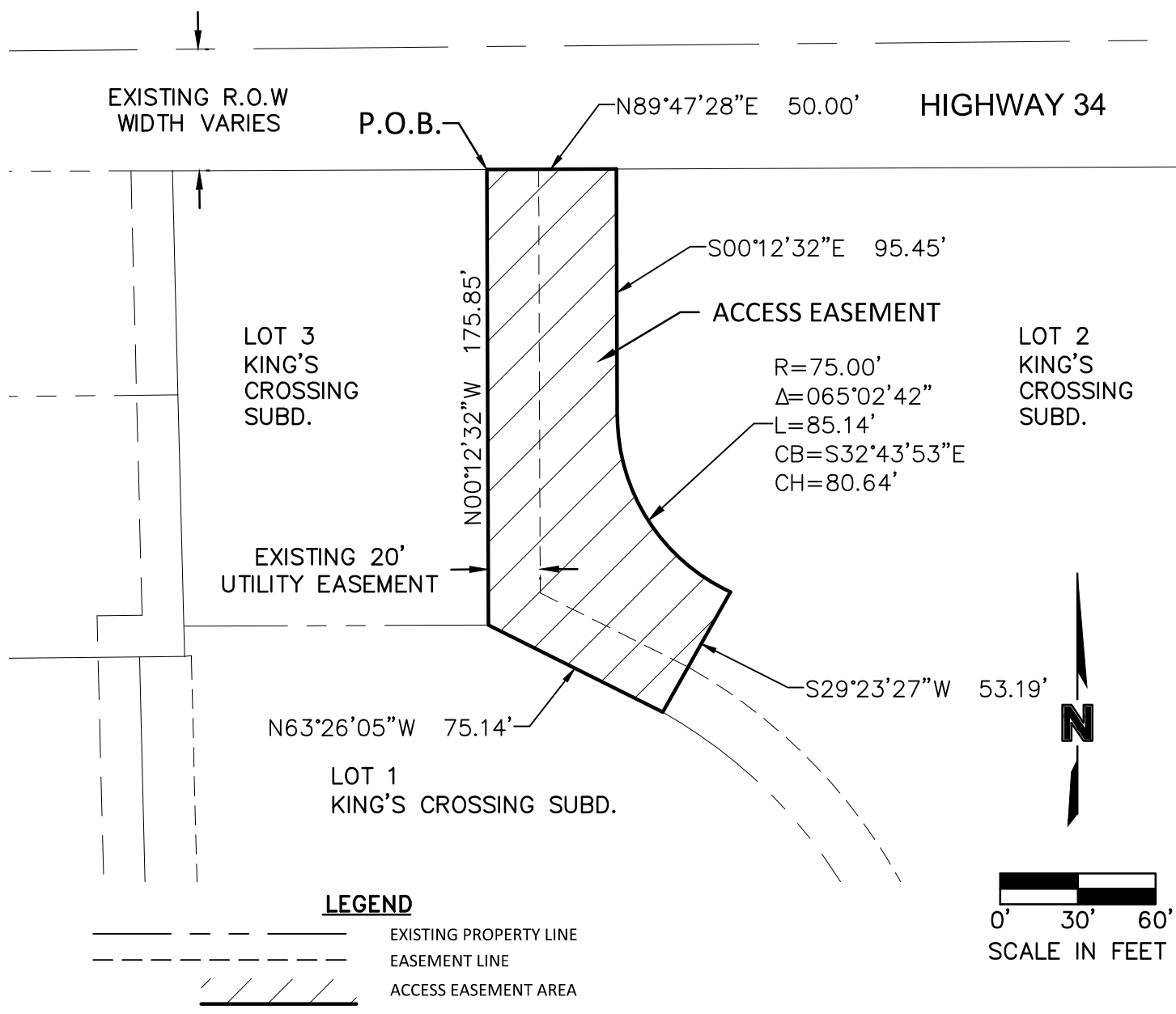
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form _____
November 18, 2020 City Attorney

DWG: F:\2020\2501-3000\020-2635\40-Design\Exhibits\EASEMENT\ACCESS_0202635.dwg
 DATE: Nov 04, 2020 3:22pm
 USER: jjimenez
 XREFS: C:\PRWAY_81241



LEGEND

- - - - - EXISTING PROPERTY LINE
 - - - - - EASEMENT LINE
 / / / / / ACCESS EASEMENT AREA

ACCESS EASEMENT DESCRIPTION

AN ACCESS EASEMENT CONSISTING OF PART OF LOT 1 OF KING'S CROSSING SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NORTHERLY CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF HIGHWAY 34, THE NORTHEAST CORNER OF LOT 3 OF SAID KING'S CROSSING SUBDIVISION AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°47'28"E ALONG A NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID KING'S CROSSING SUBDIVISION; THENCE S00°12'32"E ALONG AN EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 95.45 FEET TO A EASTERLY CORNER OF SAID LOT, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 75.00, A DELTA ANGLE OF 65°02'42", AN ARC LENGTH OF 85.14 FEET AND A CHORD BEARING S32°43'53"E FOR A DISTANCE OF 80.64 FEET TO A EASTERLY CORNER OF SAID LOT 1; THENCE S29°23'27"W ALONG AN EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 53.19 FEET TO A EASTERLY CORNER OF SAID LOT 1; THENCE N63°26'05"W A DISTANCE OF 75.14 FEET TO A WESTERLY CORNER OF SAID LOT 1; THENCE N00°12'32"W ALONG A WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 175.85 FEET TO THE POINT OF BEGINNING. SAID ACCESS EASEMENT CONTAINS 11,578 SQUARE FEET OR 0.27 ACRES MORE OR LESS.


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



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-13

#2020-303 - Approving Change Order No. 2 for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 24, 2020

Subject: Approving Change Order No. 2 for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1

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

Background

Mid Nebraska Land Developers, LLC of Aurora, Nebraska was awarded a \$239,593.20 contract on May 26, 2020, via Resolution No. 2020-123, for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1.

On September 22, 2020, via Resolution No. 2020-237, Grand Island City Council approved Change Order No. 1 to the original agreement for this project, which allowed for a time extension from September 4, 2020 to November 15, 2020. There was no cost associated with such change order.

This project will build a portion of the Moores Creek Drainage Ditch extension, which will develop drainage to the southwest, serve current areas, as well as the proposed US Highway 30 realignment project. This portion of Moores Creek will provide a drainage outlet to the rapidly expanding Copper Creek Subdivision. The proposed route is shown on the attached exhibit.

Discussion

During construction of the Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1 further work was found to be necessary for completion. Removal of a barb wire fence, additional grading and concrete debris removal will allow for a clean finished product. At this time Change Order No. 2 is requested for this project in the amount of \$17,138.50, resulting in a revised total contract amount of \$256,731.70.

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 Change Order No. 2 in the amount of \$17,138.50 for the Moores Creek Extension- North Road to Engleman Road; Project No. 2020-D-1 with Mid Nebraska Land Developers, Inc.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 2

PROJECT: Moores Creek Drain Extension- North Road to Engleman Road;
Project No. 2020-D-1

CONTRACTOR: Mid Nebraska Land Developers, LLC

AMOUNT OF CONTRACT: \$239,593.20

CONTRACT DATE: May 26, 2020

Removal of a barb wire fence, additional grading and concrete debris removal

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extended Price</i>
CO2-1	Remove Barb Wire Fence	1,064.00	LF	\$ 1.50	\$ 1,596.00
CO2-2	Remove CM Pipe & Additional Grading	1.00	LS	\$ 1,450.00	\$ 1,450.00
CO2-3	Remove Miscellaneous Concrete Debris	1.00	LS	\$14,092.50	\$14,092.50
Change Order No. 2					\$17,138.50

Original Contract Amount	\$ 239,593.20
Change Order No. 1	\$ 0.00
Change Order No. 2	\$ 17,138.50
Revised Contract Amount	\$ 256,731.70

The Above Change Order Accepted:

Mid Nebraska Land Developers, LLC

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2020-303

WHEREAS, on May 26, 2020, via Resolution 2020-123, the City of Grand Island awarded Mid Nebraska Land Developers, LLC of Aurora, Nebraska the bid in the amount of \$239,593.20 for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1; and

WHEREAS, on September 22, 2020, via Resolution No. 2020-237, Grand Island City Council approved Change Order No. 1, which allowed for a time extension from September 4, 2020 to November 15, 2020, at no additional cost; and

WHEREAS, further work was found to be necessary for completion, consisting of removal of a barb wire fence, additional grading and concrete debris removal, which will allow for a clean finished product; and

WHEREAS, at this time Change Order No. 2 in the amount of \$17,138.50 is requested, resulting in a revised total contract amount of \$256,731.70.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and Mid Nebraska Land Developers, LLC of Aurora, Nebraska to provide the requested time extension for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-14

#2020-304 - Approving Change Order No. 2 for the 2020 Asphalt Resurfacing Project No. 2020-AC-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 24, 2020

Subject: Approving Change Order No. 2 for the 2020 Asphalt Resurfacing Project No. 2020-AC-1

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

Background

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded a \$898,534.85 contract on March 24, 2020, via Resolution No. 2020-76, for the 2020 Asphalt Resurfacing Project No. 2020-AC-1.

On September 22, 2020, via Resolution No. 2020-231, Grand Island City Council approved Change Order No. 1 to the project which allowed for a time extension to complete the project from September 4, 2020 to November 15, 2020. This change order was at no cost to the City.

This year's work involves asphalt resurfacing on the following City streets.

Section #1– Husker Highway; US Highway 30 to Regal Drive

Section #2– Engleman Road; Husker Highway to US Highway 30

Section #3– Schimmer Drive; North Road to Blaine Street

Section #4– Blaine Street; Schimmer Drive to US Highway 34

Discussion

Coordination for sections near railroad crossings has proven to be a lengthier process than anticipated, which requires more time than planned for. A time extension is being requested from November 15, 2020 to July 1, 2021.

There will be no cost associated with Change Order No. 2, leaving the contract agreement amount of \$898,534.85.

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 Change Order No. 2 for the 2020 Asphalt Resurfacing Project No. 2020-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 2

PROJECT: 2020 Asphalt Resurfacing Project No. 2020-AC-1

CONTRACTOR: Gary Smith Construction Co., Inc.

AMOUNT OF CONTRACT: \$898,534.85

CONTRACT DATE: April 1, 2020

Contract Price Prior to this Change Order.....	\$ 898,534.85
Net Increase Resulting from this Change Order.....	\$ 0
Revised Contract Price Including this Change Order.....	\$ 898,534.85

Notice to Proceed Date -----	April 2, 2020
Original Completion Date -----	September 4, 2020
First Revised Completion Date -----	November 15, 2020
Second Revised Completion Date -----	July 1, 2021

The Above Change Order Accepted:

Gary Smith Construction Co., Inc.

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2020-304

WHEREAS, on March 24, 2020, via Resolution No.2020-76, the City of Grand Island awarded Gary Smith Construction Co., Inc. of Grand Island, Nebraska the bid in the amount of \$898,534.85 for Asphalt Resurfacing Project No. 2020-AC-1; and

WHEREAS, on September 22, 2020, via Resolution No. 2020-231, Grand Island City Council approved Change Order No. 1, at no cost, to the project which allowed for a time extension to complete the project from September 4, 2020 to November 15, 2020; and

WHEREAS, it has been determined that additional time is necessary to complete such project; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, there will be no cost associated with such time extension, leaving the contract agreement amount of \$898,534.85; and

WHEREAS, the project completion date will be extended from November 15, 2020 to July 1, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1, at no additional cost, between the City of Grand Island and Gary Smith Construction Co., Inc. of Grand Island, Nebraska to provide the modifications.

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-15

#2020-305 - Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Transportation for Calendar Year 2021

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent
Meeting: November 24, 2020
Subject: Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Transportation for Calendar Year 2021
Presenter(s): John Collins PE, Public Works Director

Background

Each year the City and the Nebraska Department of Transportation enter into an agreement for the maintenance of Highways within the City Limits. The agreement for 2021 has been prepared. The content and scope of the agreement is the same as that of previous years.

The certification that calendar year 2020 work was performed by the City will be presented at the January 12, 2021 City Council meeting.

Discussion

The maintenance responsibilities by statute are detailed in Exhibit A of the agreement. Calculations for payments are detailed in Exhibit B. Surface maintenance and snow removal responsibilities from an operational efficiency stand point are detailed in Exhibit C. The net result of this exchange of services for 2020 will be a payment to the City of \$46,562.80.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass a resolution approving Maintenance Agreement No. 12 for calendar year 2021.

Sample Motion

Motion to approve Maintenance Agreement No. 12 for calendar year 2021.

AGREEMENT RENEWAL

Maintenance Agreement No. 12 for 2021
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

We hereby agree that Maintenance Agreement No. 12/QE1708 described above be renewed for the period January 1, 2021 to December 31, 2021.

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

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

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

ATTEST: City of _____

City Clerk/Witness

Mayor/Designee

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

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NDOT Form 507, August 17



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: GRAND ISLAND

Date: 1/1/21

Surface Maintenance

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

Amount due the City for surface maintenance:

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

Snow Removal

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

Amount due the State for snow removal:

44.04 lane miles x \$665.00 per lane mile = \$29,286.60

Other (Explain)

\$75,849.40 - \$29,286.60 = \$46,562.80 due the CITY.

Change in lane miles for 2020.

**ATTACHMENT C
CITY OF GRAND ISLAND—2021**

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

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

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
							STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	3	3.66	**2.44	1.22
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	3	3.66		3.66
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.65	0.49	2	0.98	*0.98	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	231.95	232.77	0.82	2	1.64	1.64	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.39	0.14	2	0.28	*0.28	
Jct. 34 /281 to Webb /281	US 281	67.45	67.94	.49	4	1.96	*1.96**	
N of Webb Rd/281 to Corp Limits	US 281	68.20	72.60	4.40	4	17.60	*17.60**	
Re-enter 1200' left ramp to Broadwell Ave	US 281	73.78	74.24	.46	2	.92	*.92	
TOTALS				20.02		68.96	51.92	17.04

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

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

RESOLUTION 2020-305

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

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

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12 to be effective January 1, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Transportation for the term January 1, 2021 through December 31, 2021 is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-16

#2020-306 - Approving Acquisition of Public Right-of-Way for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 (Irvine- Parcel No. 400149524; North of Capital Avenue, East of North Road)

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

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

RESOLUTION 2020-306

WHEREAS, public right-of-way is required by the City of Grand Island for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2, to construct and maintain such project; and

WHEREAS, acquisition of the public utility easements is as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
<p>Pamela S. Irvine and Robin R. Irvine</p>	<p>A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SEC. 1, T11N, R10W, THENCE ON AN ASSUMED BEARING OF N89°52'56"W ALONG THE SOUTH LINE OF SAID SEC. 1, A DISTANCE OF 110.00 FEET; THENCE N00°31'57"W A DISTANCE OF 58.00 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE AND THE WEST LINE OF CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY, INSTRUMENT #84005216, ALSO BEING THE POINT OF BEGINNING; THENCE N89°53'10"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE, LINE ALSO BEING THE NORTH LINE OF INSTRUMENT #87104372, A DISTANCE OF 2126.85 FEET TO THE SOUTHEAST CORNER OF LOT 1, PRIMROSE SUBDIVISION; THENCE N00°29'56"W ALONG THE EAST LINE OF SAID LOT 1, PRIMROSE SUBDIVISION, A DISTANCE OF 47.14 FEET; THENCE S89°52'56"E A DISTANCE OF 2126.83 FEET TO A POINT ON THE WEST LINE OF SAID INSTRUMENT #84005216; THENCE S00°31'57"E ALONG SAID WEST LINE, A DISTANCE OF 47.00 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 2.30 ACRES MORE OR LESS.</p>	<p>\$57,500.00</p>

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 such public right-of-way from the listed property owner, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

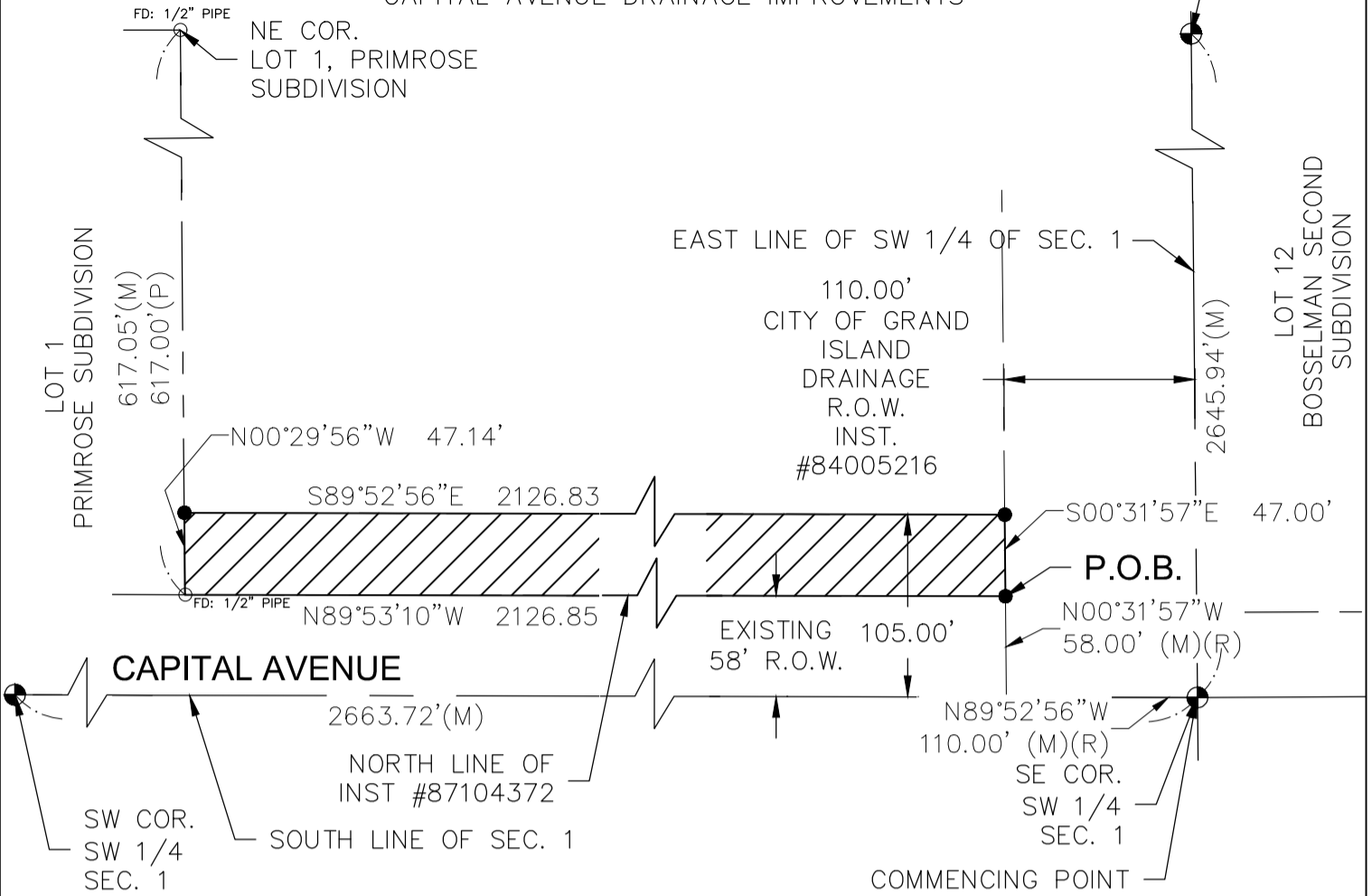
RaNae Edwards, City Clerk

Approved as to Form ✕ _____ November 23, 2020 ✕ City Attorney

RIGHT-OF-WAY

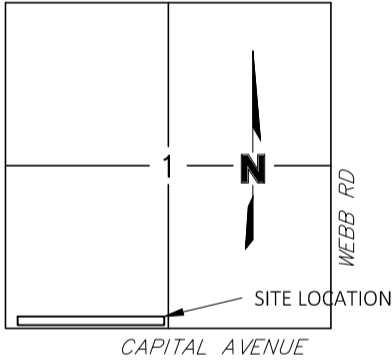
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
CAPITAL AVENUE DRAINAGE IMPROVEMENTS

NE COR.
SW 1/4
SEC. 1



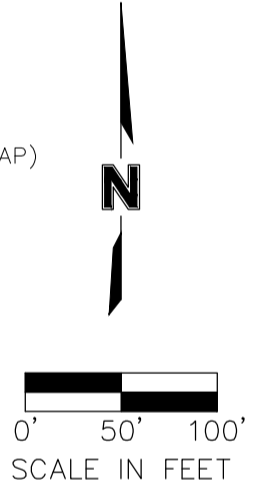
LOCATION MAP

SEC. 1 T11N-R10W
AIRPORT ROAD



LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER
- EXISTING PROPERTY LINE
- ▨ NEW RIGHT OF WAY
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- P PRIMROSE SUBDIVISION



RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SEC. 1, T11N, R10W, THENCE ON AN ASSUMED BEARING OF N89°52'56"W ALONG THE SOUTH LINE OF SAID SEC. 1, A DISTANCE OF 110.00 FEET; THENCE N00°31'57"W A DISTANCE OF 58.00 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE AND THE WEST LINE OF CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY, INSTRUMENT #84005216, ALSO BEING THE POINT OF BEGINNING; THENCE N89°53'10"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE, LINE ALSO BEING THE NORTH LINE OF INSTRUMENT #87104372, A DISTANCE OF 2126.85 FEET TO THE SOUTHEAST CORNER OF LOT 1, PRIMROSE SUBDIVISION; THENCE N00°29'56"W ALONG THE EAST LINE OF SAID LOT 1, PRIMROSE SUBDIVISION, A DISTANCE OF 47.14 FEET; THENCE S89°52'56"E A DISTANCE OF 2126.83 FEET TO A POINT ON THE WEST LINE OF SAID INSTRUMENT #84005216; THENCE S00°31'57"E ALONG SAID WEST LINE, A DISTANCE OF 47.00 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 2.30 ACRES MORE OR LESS.

PROJECT NO: 020-0583	RIGHT OF WAY	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750
DRAWN BY: LS			EXHIBIT
DATE: 11.18.2020			

RIGHT-OF-WAY
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
CAPITAL AVENUE DRAINAGE IMPROVEMENTS

SECTION TIES

NE COR. SW 1/4 SEC. 1 T11N, R10W

FOUND 3/4" IRON BAR 1.0' BELOW GRADE. MONUMENT IS UNDER METAL "H" POLES

E 39.80 TO 5/8" REBAR @ GRADE
NE 75.74 TO REDHEAD IN POWER POLE
SE 107.37 TO MAG NAIL & WASHER IN POWERPOLE
NW 19.13 TO 5/8" REBAR @ GRADE

SW COR. SW 1/4 SEC. 1 T11N R10W

FOUND ALUMINUM CAP (LS-263) IN ASPHALT ROAD

NW 62.55 TO P.K. NAIL W/ LS-458 WASHER IN POWER POLE
NE 48.22 TO R.R. SPIKE IN POWER POLE
SE 114.99 TO NAIL W/ RIBBON IN POWER POLE
SW 46.09 TO TOP NUT OF FIRE HYDRANT

SE COR OF SW 1/4 SEC. 1 T11N R10W

FOUND ALUMINUM CAP W/ 5/8" IRON REBAR

S 33.00 TO 3/4" IRON PIPE
SE 88.70 TO NAIL IN POWER POLE
NE 44.88 TO "X" IN BRASS CAP (B.M. #740)
NE 73.83 TO NAIL IN POWER POLE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON November 18th, 2020 UNDER MY PERSONAL SUPERVISION, I COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, 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 TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

USER: Istoltenberg
V_XITOP0_0200583
DWC: C:\Temp\AcPublish_22760\ROW_LEGAL_11.16.2020.dwg
DATE: Nov 18, 2020 2:53pm
XREFS: V_XRWAY_0200583

Jai Jason Andrist
JAI JASON ANDRIST
NEBRASKA REGISTERED LAND SURVEYOR



PROJECT NO: 020-0583	RIGHT OF WAY	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: LS				
DATE: 11.18.2020				



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-17

#2020-307 - Approving Temporary Construction Easement for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 (Parcel No. 400149524- Irvine - North of Capital Avenue, East of North Road)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 24, 2020

Subject: Approving Temporary Construction Easement for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 (Parcel No. 400149524-Irvine North of Capital Avenue, East of North Road)

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

Background

The Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 is for drainage improvements associated with the paving improvement project known as Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1. The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements needed to complete the project.

Discussion

A temporary construction easement is needed for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 to be constructed.

Public Works staff negotiated with the affected property owner for use of the temporary construction easement area, with the necessary documents signed. The cost for this easement is for the impacts to the property.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Pamela S. Irvine and Robin R. Irvine	A TEMPORARY EASEMENT LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SW 1/4 OF SEC. 1, T11N, R10W, THENCE ON AN ASSUMED BREAIING N89°52'56"W ALONG THE SOUTH LINE OF SAID SEC. 1, A DISTANCE OF 110.00 FEET;	\$36,800.00

	<p>THENCE N00°31'57"W ALONG THE WEST LINE OF INSTRUMENT #84005216, A DISTANCE OF 105.00 FEET TO A POINT OF BEGINNING; THENCE N89°52'56"W ALONG THE NORTH LINE OF A PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 2126.83 FEET TO A POINT ON THE EAST LINE OF LOT 1, PRIMROSE SUBDIVISION; THENCE N00°29'56"W ALONG SAID EAST LINE OF SAID LOT 1, PRIMROSE SUBDIVISION, A DISTANCE OF 10.00 FEET; THENCE S89°52'56"E A DISTANCE OF 2126.82 FEET TO A POINT ON THE WEST LINE OF SAID INSTRUMENT #84005216; THENCE S00°31'57"E ALONG SAID WEST LINE OF INSTRUMENT #84005216, A DISTANCE OF 10.00 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 0.49 ACRES MORE OR LESS.</p>	
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TOTAL= \$36,800.00

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 Easement between the City of Grand Island and the affected property owner for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2020-307

WHEREAS, a temporary construction easement is required by the City of Grand Island for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2, to construct such project; and

WHEREAS, acquisition of the temporary easement is as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
<p>Pamela S. Irvine and Robin R. Irvine</p>	<p>A TEMPORARY EASEMENT LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHEAST CORNER OF THE SW 1/4 OF SEC. 1, T11N, R10W, THENCE ON AN ASSUMED BREAIING N89°52'56"W ALONG THE SOUTH LINE OF SAID SEC. 1, A DISTANCE OF 110.00 FEET; THENCE N00°31'57"W ALONG THE WEST LINE OF INSTRUMENT #84005216, A DISTANCE OF 105.00 FEET TO A POINT OF BEGINNING; THENCE N89°52'56"W ALONG THE NORTH LINE OF A PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 2126.83 FEET TO A POINT ON THE EAST LINE OF LOT 1, PRIMROSE SUBDIVISION; THENCE N00°29'56"W ALONG SAID EAST LINE OF SAID LOT 1, PRIMROSE SUBDIVISION, A DISTANCE OF 10.00 FEET; THENCE S89°52'56"E A DISTANCE OF 2126.82 FEET TO A POINT ON THE WEST LINE OF SAID INSTRUMENT #84005216; THENCE S00°31'57"E ALONG SAID WEST LINE OF INSTRUMENT #84005216, A DISTANCE OF 10.00 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 0.49 ACRES MORE OR LESS.</p>	<p>\$36,800.00</p>

TOTAL= \$36,800.00

Approved as to Form ✕ _____ November 23, 2020 ✕ City Attorney

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 such temporary easement from the listed property owner, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

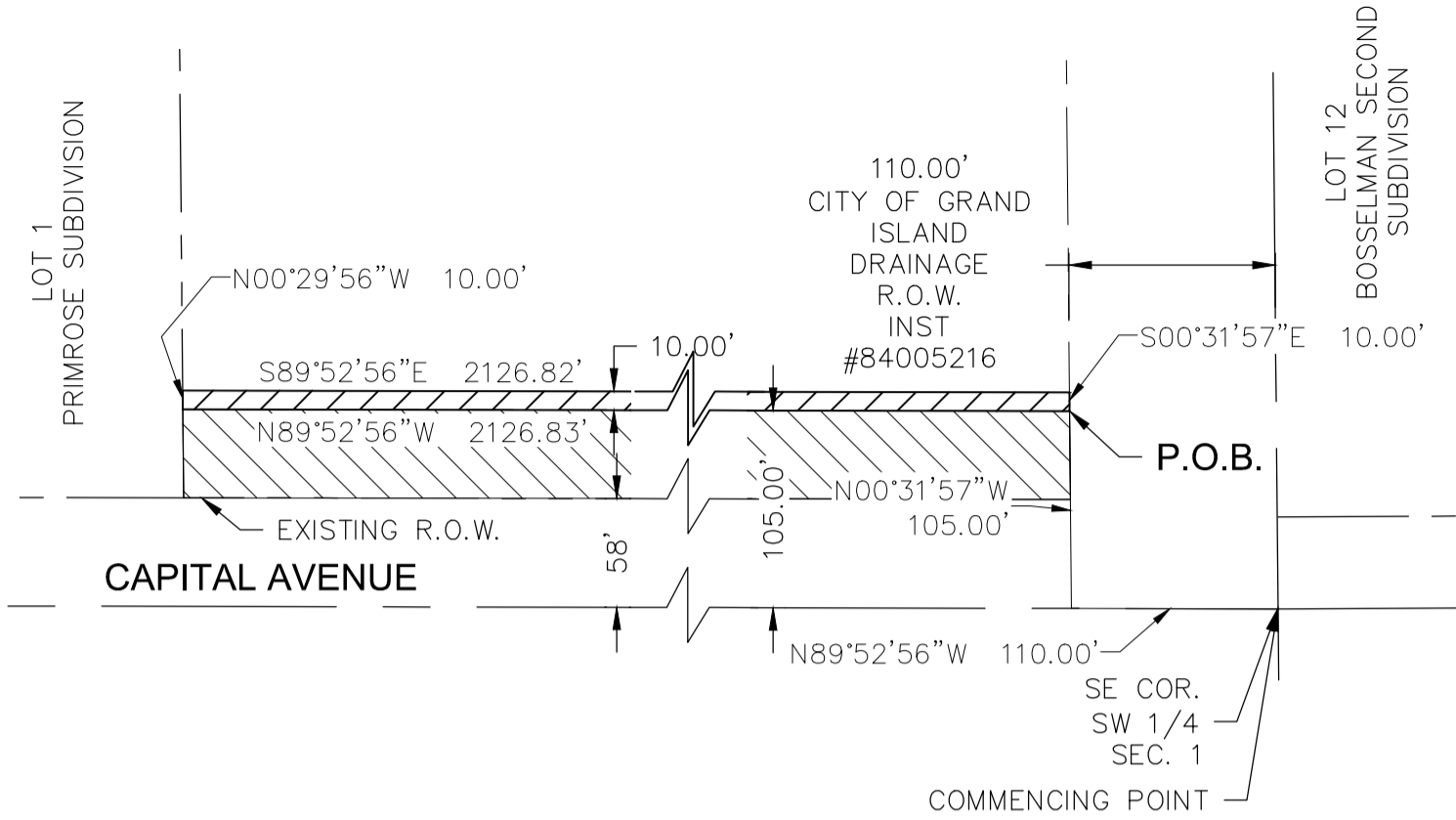
Roger G. Steele, Mayor

Attest:

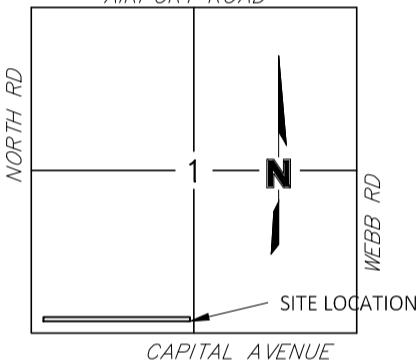
RaNae Edwards, City Clerk

TEMPORARY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
CAPITAL AVENUE DRAINAGE IMPROVEMENTS



LOCATION MAP
SEC. 1 T11N-R10W
AIRPORT ROAD



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TEMPORARY EASEMENT
- PROPOSED RIGHT-OF-WAY



TEMPORARY EASEMENT DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW 1/4 OF SEC. 1, T11N, R10W, THENCE ON AN ASSUMED BEARING OF N89°52'56" W ALONG THE SOUTH LINE OF SAID SEC. 1, A DISTANCE OF 110.00 FEET; THENCE N00°31'57" W ALONG THE WEST LINE OF INSTRUMENT #84005216, A DISTANCE OF 105.00 FEET TO A POINT OF BEGINNING; THENCE N89°52'56" W ALONG THE NORTH LINE OF A PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 2126.83 FEET TO A POINT ON THE EAST LINE OF LOT 1, PRIMROSE SUBDIVISION; THENCE N00°29'56" W ALONG SAID EAST LINE OF SAID LOT 1, PRIMROSE SUBDIVISION, A DISTANCE OF 10.00 FEET; THENCE S89°52'56" E A DISTANCE OF 2126.82 FEET TO A POINT ON THE WEST LINE OF SAID INSTRUMENT #84005216; THENCE S00°31'57" E ALONG SAID WEST LINE OF INSTRUMENT #84005216, A DISTANCE OF 10.00 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 0.49 ACRES MORE OR LESS.

USER: Istoltenberg
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 DATE: Nov 18, 2020 12:58pm
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PROJECT NO: 020-0583	TEMPORARY EASEMENT	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: LS				
DATE: 11.18.2020				



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-18

#2020-308 - Approving Acquisition of Public Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (HMS Enterprises, Inc. - 3333 W Old Potash Highway)

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

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

R E S O L U T I O N 2020-308

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:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
HMS Enterprises, Inc.	<p>A PERMANENT ACCESS EASEMENT LOCATED IN PART OF LOT 2, ANTONSON SECOND SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 8000 FEET OF THE EAST 20.00 FEET OF SAID LOT 2. SAID PERMANENT ACCESS EASEMENT CONTAINS 1600 SQ FT MORE OR LESS.</p> <p style="text-align: center;">AND</p> <p>A PERMANENT UTILITY EASEMENT LOCATED IN PART OF LOT 2, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 10.00 FEET OF THE WEST 10.00 FEET OF SAID LOT 2. SAID PERMANENT EASEMENT CONTAINS 100 SQ FT MORE OR LESS.</p>	\$4,250.00

TOTAL= \$4,250.00

WHEREAS, public easement agreements 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 public easements 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, November 24, 2020.

Roger G. Steele, Mayor

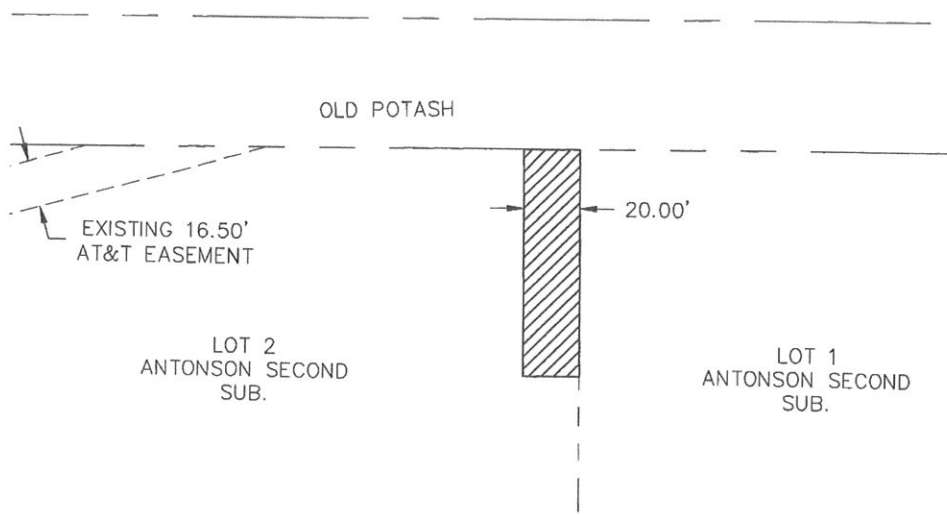
Attest:

RaNae Edwards, City Clerk

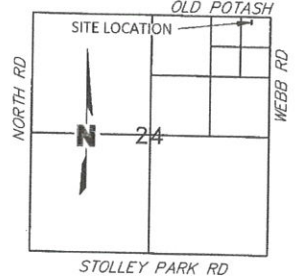
Approved as to Form ✕ _____ November 18, 2020 ✕ City Attorney

ACCESS EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 23
OLD POTASH PAVING IMPROVEMENTS



LOCATION MAP
SEC. 24 T11N-R10W



LEGEND

- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- PROPOSED ACCESS EASEMENT

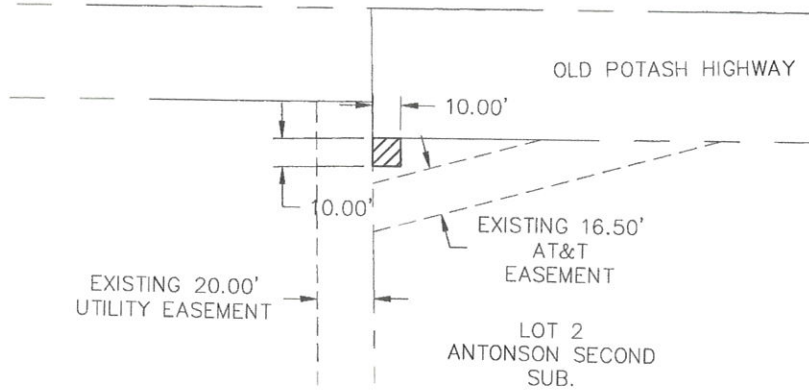
ACCESS EASEMENT DESCRIPTION

A PERMANENT ACCESS EASEMENT LOCATED IN PART OF LOT 2, ANTONSON SECOND SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE NORTH 8000 FEET OF THE EAST 20.00 FEET OF SAID LOT 2. SAID PERMANENT ACCESS EASEMENT CONTAINS 1600 SQ FT MORE OR LESS.

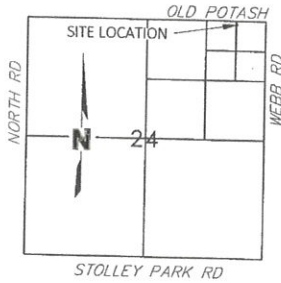
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 DATE: 9.10.2019

PROJECT NO: 2017-3110	ACCESS EASEMENT	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: LS			1	
DATE: 9.10.2019				

UTILITY EASEMENT
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
 TRACT NO. 23
 OLD POTASH HIGHWAY PAVING IMPROVEMENTS



LOCATION MAP
 SEC. 24 T11N-R10W



LEGEND

- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- PROPOSED UTILITY EASEMENT

UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN PART OF LOT 2, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 THE NORTH 10.00 FEET OF THE WEST 10.00 FEET OF SAID LOT 2. SAID PERMANENT EASEMENT CONTAINS 100 SQ FT MORE OR LESS.

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 DATE: Jan 08, 2020 2:25pm XREFS: v_xrway_gimsp_73110 v_xtopo_gimsp_73110

PROJECT NO:	2017-3110
DRAWN BY:	LS
DATE:	9.10.2019

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



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-19

#2020-309 - Approving Temporary Construction Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (HMS Enterprises, Inc.- 3333 W Old Potash Highway, USCOC Nebraska/Kansas, LLC- 3560 Kaufman Avenue)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 24, 2020

Subject: Approving Temporary Construction Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (HMS Enterprises, Inc. - 3333 W Old Potash Highway, USCOC Nebraska/Kansas, LLC - 3560 Kaufman Avenue)

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.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Cost</i>
HMS ENTERPRISES, INC.	<p>A TEMPORARY EASEMENT LOCATED IN PART OF LOT 2, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 2, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A PROPOSED UTILITY EASEMENT; THENCE ON AN ASSUMED BEARING OF N89°28'48"E ALONG THE NORTH LINE OF SAID LOT 2, LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED UTILITY EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°28'48"E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 206.00 FEET TO THE NORTHWEST CORNER OF A PROPOSED ACCESS EASEMENT; THENCE S00°31'16"E PARALLEL TO AND 20.00 FEET WEST OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 80.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED ACCESS EASEMENT; THENCE N89°28'48"E PARALLEL TO AND 80.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, LINE ALSO BEING THE SOUTH LINE OF SAID PROPOSED ACCESS EASEMENT, A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S00°31'16"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 15.00 FEET; THENCE S89°28'48"W A DISTANCE OF 55.00 FEET; THENCE N00°31'16"W PARALLEL TO AND 55.00 FEET WEST OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 72.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 23.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 30.00 FEET; THENCE N00°31'16"W PARALLEL TO AND 85.00 FEET WEST OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 16.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 7.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 79.82 FEET; THENCE S01°27'43"E A DISTANCE OF 16.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 23.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 46.13 FEET; THENCE N01°27'43"W A DISTANCE OF 8.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 15.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 24.94 FEET TO A POINT OF THE WEST LINE OF SAID LOT 2; THENCE N01°27'43"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 5.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED UTILITY EASEMENT; THENCE N89°28'48"E PARALLEL TO AND 10.00 SOUTH OF THE NORTH LINE OF SAID LOT 2, LINE ALSO BEING THE SOUTH LINE OF SAID PROPOSED</p>	\$15,750.00

	<p>UTILITY EASEMENT, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPOSED UTILITY EASEMENT; THENCE N01°27'43"W PARALLEL TO AND 10.00' EAST OF THE WEST LINE OF SAID LOT 2, LINE ALSO BEING THE EAST LINE OF SAID PROPOSED UTILITY EASEMENT, A DISTANCE OF 10.00 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 6208 SQ FT MORE OR LESS.</p>	
<p>USCOC Nebraska/Kansas, LLC</p>	<p>A TEMPORARY EASEMENT LOCATED IN PART OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SBUDIVISION, AS ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF S89°09'17"W ALONG THE SOUTH LINE OF SAID LOT 5, LINE ALSO BEING THE NORTH LINE OF KAUFMAN AVENUE RIGHT-OF-WAY, A DISTANCE OF 22.43 FEET TO A POINT OF CURVATURE; THENCE ALONG THE NORTH LINE OF A PROPOSED RIGHT-OF-WAY TRACT, AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 6°46'20", A RADIUS OF 780.00 FEET, A CHORD BEARING OF S84°48'32"W, A CHORD DISTANCE OF 92.14 FEET, AN ARCH LENGTH OF 92.20 FEET; THENCE S81°25'22"W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 41.04 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5, POINT ALSO BEING THE NORTHWEST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N01°32'13"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 5.04 FEET; THENCE N81°25'22"E A DISTANCE OF 40.42 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 6°46'31", A RADIUS OF 785.00 FEET, A CHORD BEARING OF N84°48'37"E, A CHORD DISTANCE OF 92.77 FEET, AN ARCH LENGTH OF 92.783 FEET; THENCE N89°09'17"E PARALLEL TO AND 5.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 22.41 FEET TO A POINT ON THE EAST LINE OF SAID LOT 5; THENCE S01°36'15"E ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 778 SQ FT MORE OR LESS.</p>	<p>\$240.00</p>

Total= \$15,990.00

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 \$15,990.00.

Sample Motion

Move to approve the temporary construction easements.

RESOLUTION 2020-309

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:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Cost</i>
HMS ENTERPRISES, INC.	<p>A TEMPORARY EASEMENT LOCATED IN PART OF LOT 2, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF LOT 2, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A PROPOSED UTILITY EASEMENT; THENCE ON AN ASSUMED BEARING OF N89°28'48"E ALONG THE NORTH LINE OF SAID LOT 2, LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED UTILITY EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°28'48"E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 206.00 FEET TO THE NORTHWEST CORNER OF A PROPOSED ACCESS EASEMENT; THENCE S00°31'16"E PARALLEL TO AND 20.00 FEET WEST OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 80.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED ACCESS EASEMENT; THENCE N89°28'48"E PARALLEL TO AND 80.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, LINE ALSO BEING THE SOUTH LINE OF SAID PROPOSED ACCESS EASEMENT, A DISTANCE OF 20.00 FEET TO A POINT ON THEE EAST LINE OF SAID LOT 2; THENCE S00°31'16"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 15.00 FEET; THENCE S89°28'48"W A DISTANCE OF 55.00 FEET; THENCE N00°31'16"W PARALLEL TO AND 55.00 FEET WEST OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 72.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 23.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 30.00 FEET; THENCE N00°31'16"W PARALLEL TO AND 85.00 FEET WEST OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 16.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 7.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 79.82 FEET; THENCE S01°27'43"E A DISTANCE OF 16.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 23.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 46.13 FEET; THENCE N01°27'43"W A DISTANCE OF 8.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 15.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 24.94 FEET TO A POINT OF THE WEST LINE OF SAID LOT 2; THENCE N01°27'43"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 5.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED UTILITY EASEMENT; THENCE N89°28'48"E PARALLEL TO AND 10.00 SOUTH OF THE NORTH LINE OF SAID LOT 2, LINE ALSO BEING THE SOUTH LINE OF</p>	\$15,750.00

Approved as to Form <input type="checkbox"/> _____ November 23, 2020 <input type="checkbox"/> City Attorney
--

	<p>SAID PROPOSED UTILITY EASEMENT, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPOSED UTILITY EASEMENT; THENCE N01°27'43"W PARALLEL TO AND 10.00' EAST OF THE WEST LINE OF SAID LOT 2, LINE ALSO BEING THE EAST LINE OF SAID PROPOSED UTILITY EASEMENT, A DISTANCE OF 10.00 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 6208 SQ FT MORE OR LESS.</p>	
<p>USCOC Nebraska/Kansas, LLC</p>	<p>A TEMPORARY EASEMENT LOCATED IN PART OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SBUDIVISION, AS ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF S89°09'17"W ALONG THE SOUTH LINE OF SAID LOT 5, LINE ALSO BEING THE NORTH LINE OF KAUFMAN AVENUE RIGHT-OF-WAY, A DISTANCE OF 22.43 FEET TO A POINT OF CURVATURE; THENCE ALONG THE NORTH LINE OF A PROPOSED RIGHT-OF-WAY TRACT, AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 6°46'20", A RADIUS OF 780.00 FEET, A CHORD BEARING OF S84°48'32"W, A CHORD DISTANCE OF 92.14 FEET, AN ARCH LENGTH OF 92.20 FEET; THENCE S81°25'22"W ALONG THE NORTH LINE OF SAID PROPOSED RIGHT-OF-WAY TRACT, A DISTANCE OF 41.04 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5, POINT ALSO BEING THE NORTHWEST CORNER OF SAID PROPOSED RIGHT-OF-WAY TRACT; THENCE N01°32'13"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 5.04 FEET; THENCE N81°25'22"E A DISTANCE OF 40.42 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 6°46'31", A RADIUS OF 785.00 FEET, A CHORD BEARING OF N84°48'37"E, A CHORD DISTANCE OF 92.77 FEET, AN ARCH LENGTH OF 92.783 FEET; THENCE N89°09'17"E PARALLEL TO AND 5.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 22.41 FEET TO A POINT ON THE EAST LINE OF SAID LOT 5; THENCE S01°36'15"E ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 778 SQ FT MORE OR LESS.</p>	<p>\$240.00</p>

Total= \$15,990.00

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.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

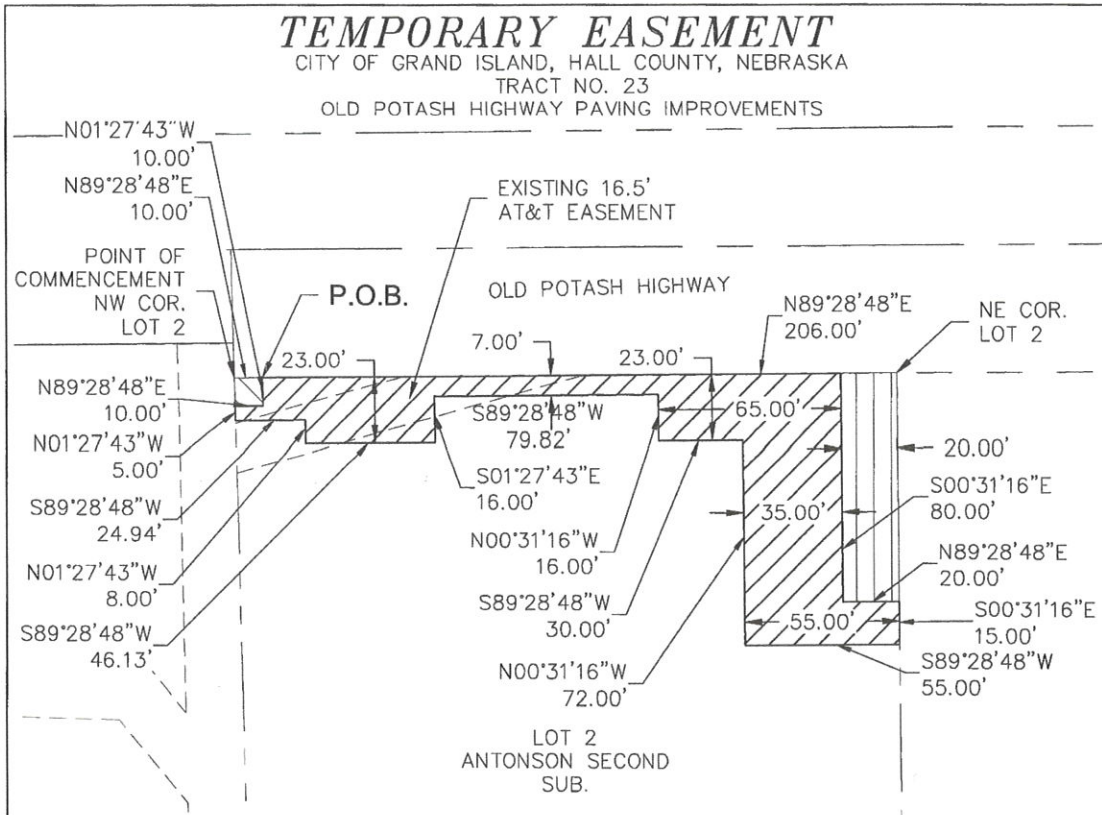
RaNae Edwards, City Clerk

- 3 -

EXHIBIT "A"

TEMPORARY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 23
OLD POTASH HIGHWAY PAVING IMPROVEMENTS



USER: istoltenberg
 V_XTOPO_GIMSP_73110
 T.E._0173110.dwg
 Design\Exhibits\T.E.\23_2_T.E._0173110.dwg
 v_xrway_gimsp_73110
 3500\017-3110\017-3110
 2:46pm
 Jan 08, 2020
 DATE:

LEGEND

- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- ▨ PROPOSED TEMPORARY EASEMENT
- ▤ PROPOSED ACCESS EASEMENT
- ▥ PROPOSED UTILITY EASEMENT



LOCATION MAP

SEC. 24 T11N-R10W



TEMPORARY EASEMENT DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN PART OF LOT 2, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, ANTONSON SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A PROPOSED UTILITY EASEMENT; THENCE ON AN ASSUMED BEARING OF N89°28'48"E ALONG THE NORTH LINE OF SAID LOT 2, LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED UTILITY EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°28'48"E ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 206.00 FEET TO THE NORTHWEST CORNER OF A PROPOSED ACCESS EASEMENT; THENCE S00°31'16"E PARALLEL TO AND 20.00 FEET WEST OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 80.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED ACCESS EASEMENT; THENCE N89°28'48"E PARALLEL TO AND 80.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, LINE ALSO BEING THE SOUTH LINE OF SAID PROPOSED ACCESS EASEMENT, A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S00°31'16"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 15.00 FEET; THENCE S89°28'48"W A DISTANCE OF 55.00 FEET; THENCE N00°31'16"W PARALLEL TO AND 55.00 FEET WEST OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 72.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 23.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 30.00 FEET; THENCE N00°31'16"W PARALLEL TO AND 85.00 FEET WEST OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 16.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 7.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 79.82 FEET; THENCE S01°27'43"E A DISTANCE OF 16.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 23.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 46.13 FEET; THENCE N01°27'43"W A DISTANCE OF 8.00 FEET; THENCE S89°28'48"W PARALLEL TO AND 15.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 24.94 FEET TO A POINT OF THE WEST LINE OF SAID LOT 2; THENCE N01°27'43"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 5.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED UTILITY EASEMENT; THENCE N89°28'48"E PARALLEL TO AND 10.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, LINE ALSO BEING THE SOUTH LINE OF SAID PROPOSED UTILITY EASEMENT, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPOSED UTILITY EASEMENT; THENCE N01°27'43"W PARALLEL TO AND 10.00' EAST OF THE WEST LINE OF SAID LOT 2, LINE ALSO BEING THE EAST LINE OF SAID PROPOSED UTILITY EASEMENT, A DISTANCE OF 10.00 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 6208 SQ FT MORE OR LESS.

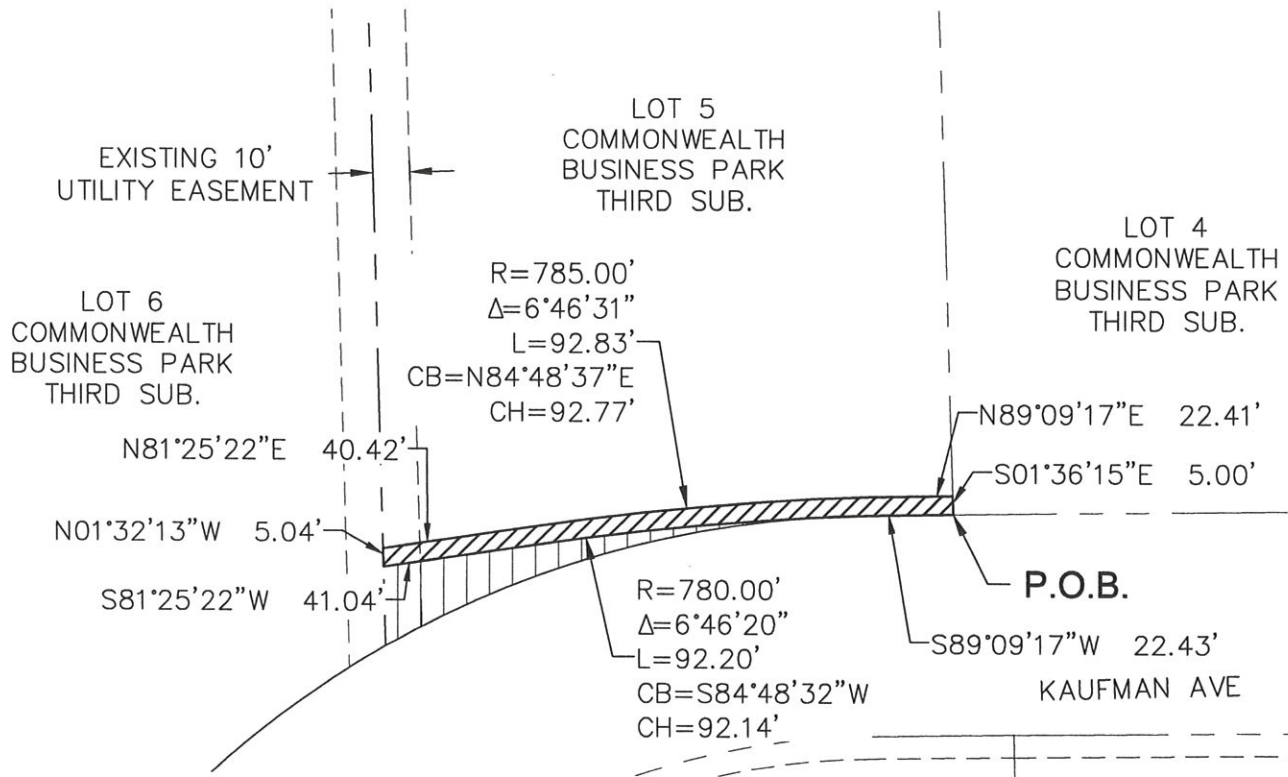
PROJECT NO: 2017-3110	TEMPORARY EASEMENT	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: LS				
DATE: 9.10.2019				

TEMPORARY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TRACT NO. 32

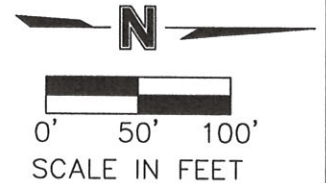
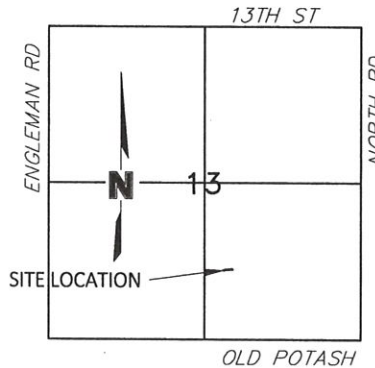
OLD POTASH PAVING IMPROVEMENTS



LEGEND

- EXISTING EASEMENT LINE
- - - EXISTING PROPERTY LINE
- ==== EASEMENT BOUNDARY LINE
- ▨ PROPOSED RIGHT-OF-WAY

LOCATION MAP
SEC. 13 T11N-R10W



3110\40-Design\Exhibits\T.E.\32_T.E._0173110.dwg USER: zloomis
 XREFS: v_xrway_gimsp_73110 V_XTOPO_GIMSP_73110

TEMPORARY EASEMENT DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN PART OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF $S89^{\circ}09'17''W$ ALONG THE SOUTH LINE OF SAID LOT 5, LINE ALSO BEING THE NORTH LINE OF KAUFMAN AVENUE RIGHT-OF-WAY, A DISTANCE OF 22.43 FEET TO A POINT OF CURVATURE; THENCE ALONG THE NORTH LINE OF A PROPOSED RIGHT-OF-WAY TRACT, AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF $6^{\circ}46'20''$, A RADIUS OF 780.00 FEET, A CHORD BEARING OF $S84^{\circ}48'32''W$. A CHORD DISTANCE



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-20

#2020-310 - Approving Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (USCOC Nebraska/Kansas, LLC- 3560 Kaufman Avenue)

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

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

RESOLUTION 2020-310

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 a property owner described as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
USCOC Nebraska/Kansas, LLC	A TRACT OF LAND LOCATED IN LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N01°32'13"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 21.41 FEET; THENCE N81°25'22"E A DISTANCE OF 41.04 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 6°46'20", A RADIUS OF 780.00 FEET, A CHORD BEARING OF N84°48'32"E, A CHORD DISTANCE OF 92.14, AN ARCH LENGTH OF 92.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5, POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF KAUFMAN AVENUE, POINT ALSO BEING A POINT OF CURVATURE; THENCE ALONG THE SOUTH LINE OF SAID LOT 5, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID KAUFMAN AVENUE, AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 29°20'48", A RADIUS OF 269.56 FEET, A CHORD BEARING OF S74°46'31"W WITH A CHORD DISTANCE OF 136.56 FEET, AN ARCH LENGTH OF 138.07 FEET; TO A POINT OF BEGINNING. SAID TRACT CONTAINS 815 SQ FT.	\$2,450.00

Total= \$2,450.00

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

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

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, November 24, 2020.

Roger G. Steele, Mayor

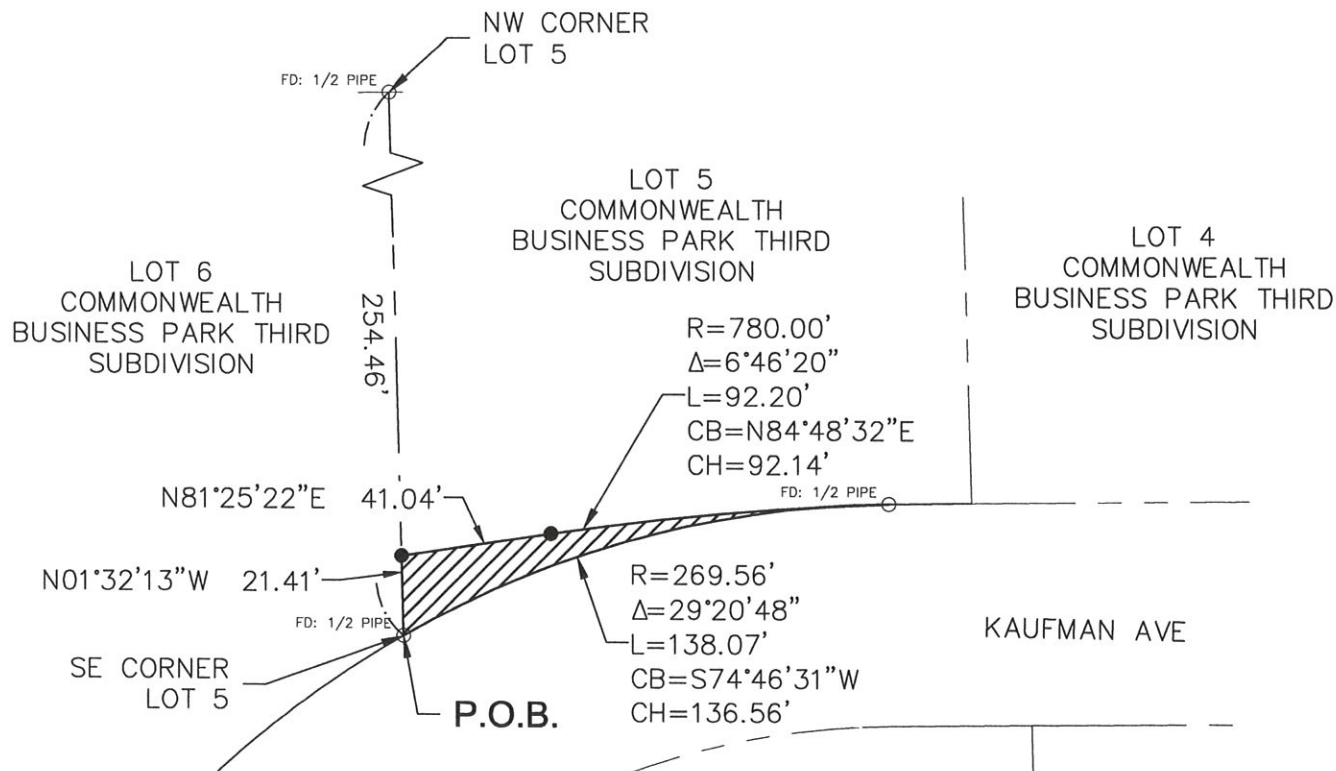
Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ November 23, 2020 <input type="checkbox"/> City Attorney
--

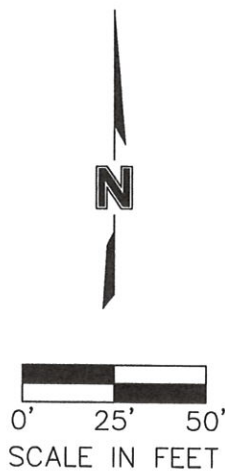
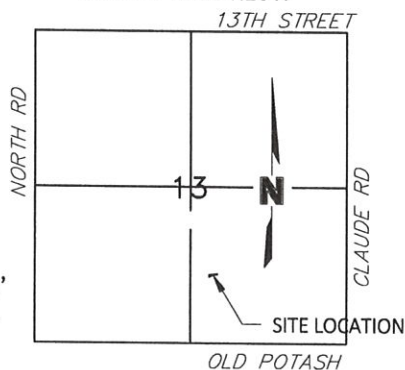
RIGHT-OF-WAY

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 32
OLD POTASH PAVING IMPROVEMENTS



LOCATION MAP

SEC. 13 T11N-R10W



LEGEND

- SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (AS NOTED)
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- RIGHT OF WAY BOUNDARY LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE

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RIGHT-OF-WAY

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TRACT NO. 32

OLD POTASH PAVING IMPROVEMENTS

RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND LOCATED IN LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA; THENCE ON AN ASSUMED BEARING OF N01°32'13"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 21.41 FEET; THENCE N81°25'22"E A DISTANCE OF 41.04 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 6°46'20", A RADIUS OF 780.00 FEET, A CHORD BEARING OF N84°48'32"E, A CHORD DISTANCE OF 92.14, AN ARCH LENGTH OF 92.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5, POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF KAUFMAN AVENUE, POINT ALSO BEING A POINT OF CURVATURE; THENCE ALONG THE SOUTH LINE OF SAID LOT 5, LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID KAUFMAN AVENUE, AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 29°20'48", A RADIUS OF 269.56 FEET, A CHORD BEARING OF S74°46'31"W WITH A CHORD DISTANCE OF 136.56 FEET, AN ARCH LENGTH OF 138.07 FEET; TO A POINT OF BEGINNING. SAID TRACT CONTAINS 815 SQ FT.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON DECEMBER 16, 2019 UNDER MY PERSONAL SUPERVISION, I COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF LOT 5, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION AN ADDITION TO 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 TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

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City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-21

**#2020-311 - Year-End Certification of City Street Superintendent
for Determining Incentive Payment for Calendar Year 2020**

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 24, 2020

Subject: Year-End Certification of City Street Superintendent for Determining Incentive Payment for Calendar Year 2020

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

Background

The Nebraska Department of Transportation offers an incentive payment to each municipality that employs a licensed Street Superintendent. The incentive payment is based on the level of licensure of such employee and the population of the municipality, as set by Nebraska State Statute 39-2515. Grand Island would receive \$4,000 for a Class B License and \$8,000 for a Class A License.

Furthermore, State of Nebraska Statutes, sections 39-2302 and 39-2511 thru 39-2515 require a Municipality to certify having a licensed Street Superintendent in its employ during the calendar year preceding the year in which payment is made.

Discussion

Shannon Callahan, City of Grand Island Street Superintendent, held a Class A Street Superintendent License and was employed with the City of Grand Island during the 2020 calendar year; therefore the City will receive the 2020 annual incentive payment of \$8,000 from the Nebraska Department of Transportation in February or March of 2021.

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 signing of the Year-End Certification of City Street Superintendent for determining incentive payment for the 2020 calendar year.

Sample Motion

Move to approve the signing of the Year-End Certification of City Street Superintendent for determining incentive payment for the 2020 calendar year.

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the **original** Signing Resolution, **original** Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT **by December 31, 2020**, **the municipality will not receive an Incentive Payment for Calendar Year 2020.**

Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2020 to December 31, 2020

*This certifies that _____, License Number S- _____ Class _____,
(Print name of Superintendent as appears on license card) (A or B)

was the appointed City Street Superintendent of _____
(Print name of City or Village)

from _____, 2020 to _____, 2020
Month Date Month Date

and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

And further certifies that the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

Signature of Mayor Village Board Chairperson

* If more than one individual or the City Council or Village Board provided street superintending services during the calendar year, list each successive superintendent using a separate certification. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515. If your city or village did **not** have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the resolution, certification, and documentation of the superintendents appointment will result in your municipality not receiving an Incentive Payment for Calendar Year 2020.

Note: In addition to this annual, Year-End Certification of Superintendent to the Nebraska Department of Transportation, (due December 31st), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" and "Signing Resolution" with the Board of Public Roads Classifications and Standards (due October 31st). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).

Return the completed original resolution and certification, and a copy of the documentation of appointment by December 31, 2020 to:



Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Attach Documentation of the City Street Superintendent(s) Appointment for 2020 here:
For most municipalities this information may be found in the November or December 2019 or the January 2020 meetings minutes.

**Board of Examiners
for County Highway and
City Street Superintendents**

Shannon Rose Callahan

holds a Class A license to practice as a

City Street Superintendent

in the State of Nebraska
until December 31, 2022.

Registrant Signature

S-1485



, Secretary

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the **original** Signing Resolution, **original** Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT **by December 31, 2020**, **the municipality will not receive an Incentive Payment for Calendar Year 2020.**

RESOLUTION

**SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2020**

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

Whereas: The NDOT requires that such certification shall also include a copy of the documentation of the city street superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent.

Adopted this _____ day of _____, 20____, at _____, Nebraska.
(Month)

City Council/Village Board Members

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted.

Attest:

(Signature of Clerk)



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-22

#2020-312 - Approving Agreement with Nebraska Department of Transportation (NDOT) for Highway 2 Improvements; Cairo to Grand Island

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 24, 2020

Subject: Approving Agreement with Nebraska Department of Transportation (NDOT) for Highway 2 Improvements; Cairo to Grand Island

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

Background

The Nebraska Department of Transportation (NDOT) is preparing plans for improvements to State Highway N-2 from Cairo to Grand Island, with the City cost sharing on the portion within City limits.

All agreements must be approved by the City Council.

Discussion

The improvements to State Highway N-2 within City limits consist of removing and replacing pavement with concrete, including shoulders; and curb & gutter and the raised median island also being replaced.

The total cost of work within City limits is currently estimated to be \$7,918,079.00 with the City's share at \$1,878,894.00. The actual cost is likely to be greater than the preliminary estimates as details of design are further developed. The current plan involves full construction of Highway 2 within City limits due to poor pavement condition. Funds will be budgeted in either fiscal year 2022 or 2023 depending on progress of the project. The agreement is attached for further review.

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 a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

MUNICIPALITY FINANCIAL AGREEMENT
STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF GRAND ISLAND
PROJECT NO. NH-2-4(112)
CONTROL NO. 42787
CAIRO TO GRAND ISLAND

THIS AGREEMENT is between City of Grand Island, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State intends to improve a portion of State Highway N-2 at the location as shown on Exhibit "A"; and

WHEREAS, State intends that the improvement be developed and constructed under the designation of Project No. NH-2-4(112); and

WHEREAS, the improvement is located within the designated urban area of Grand Island, Nebraska, and funds administered by State will be made available for the construction of this project; and

WHEREAS, the Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council dated the _____ day of _____, 2020, attached as Exhibit "B", and incorporated herein by this reference; and

WHEREAS, this Agreement is related to the portion of the project on State Highway N-2 located within Municipality's corporate limits, and work along old highway 2 as requested by Municipality; and

WHEREAS, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

Project No. NH-2-4(112)
Control No. 42787
City of Grand Island

Page 1 of 14

Template T-AGR-20 Revised 6-17-19

WHEREAS, after State has accepted the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps and drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4); and

WHEREAS, concerning Municipality's share of the project costs, Federal Regulations provide that Municipality shall not profit or otherwise gain from special assessments that exceed Municipality's share of project costs; and

WHEREAS, the improvements on Highway 2 will be constructed under traffic with lane closures controlled by appropriate traffic control devices and practices. A local detour will be necessary for the construction of old highway 2, and

WHEREAS, the project work within the corporate limits is described below in Section 2.

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

1.1 Effective Date -This Agreement is effective immediately on the date it is fully executed by the Parties.

1.2 Renewal, Extension or Amendment -This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.

1.3 Identifying Date - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.

1.4 Duration - This Agreement will remain in full force and effect for future responsibilities of Municipality described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.

1.5 Termination - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS

- 2.1 The Parties agree State will develop plans and specifications and cause the project to be constructed at the location shown on Exhibit "A", attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. Generally, the improvements to be constructed on Highway 2 within the corporate limits consist of removing and replacing pavement with concrete, including shoulders. The curb & gutter and raised median island will also be replaced.
- 2.1.1 The work on Highway 2 will be constructed under traffic with lane closures controlled by appropriate traffic control devices and practices.
- 2.2.2 Ramp closures will be necessary for a short period of time in order to replace the concrete at the ramp terminals to Highway 2. Detours for highway traffic will be provided as shown on Exhibits "C" and "D", attached and incorporated herein by this reference. These closures will not be concurrent with the closure of Old Highway 2 as described in Section 2.2.
- 2.2 Municipality has requested that work on Old Highway 2 be included with State's project at Municipality's sole expense.
- 2.2.1 This work will require Old Highway 2 to be closed during construction. A detour for local traffic will be provided utilizing US-281/N-2 on and off ramps, US-281/N-2, Capital Avenue, and Broadwell Avenue, as shown on Exhibit "E".

SECTION 3. STATE RESPONSIBILITIES

State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will coordinate the development of the plans and specifications with Municipality. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.
- 3.2 Acquire all property rights for Right of Way (ROW) for the project that will not be acquired by Municipality.
- 3.3 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.

- 3.4 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project within Municipality's corporate limit. State will notify the Municipality of any contractor change orders-supplemental agreements that increase Municipality's cost.
- 3.5 Reimburse, when applicable, Municipality for the non-betterment relocation of municipally owned utility facilities as provided in SECTION 10. UTILITY RELOCATION WORK.
- 3.6 State will notify Municipality of any MS4 components to be constructed as part of the project.
- 3.7 State has statutory authority under Neb. Rev. Stat 39-1346 to designate the municipal street shown on Exhibits "C" and "D" as a detour for the State Highway System.
- 3.8 The State Project Manager and Municipality's Street Superintendent will inspect and document the conditions of the municipal street to be designated as a state highway detour prior to its use as a detour route. In conformance with Neb. Rev. Stat. § 39-1346 and § 39-1347, the State agrees to maintain the municipal street during its use as a detour and to return said municipal street to the Municipality at the conclusion of its use as a detour in as good condition as existed prior to when it was designated as a state highway detour, except for ordinary wear and tear.
- 3.9 State will notify the Municipality in writing when the State assumes jurisdictional responsibility for the municipal street and to notify the Municipality in writing when the municipal street is returned to the jurisdictional responsibility of the Municipality.
- 3.10 State will bear the cost of changes required to the municipal street to prepare it for use as a detour for state highway traffic and that these changes will be made without cost to the Municipality.
- 3.11 State will bear the cost of the operation and maintenance of the municipal street as a detour for highway traffic while the municipal street is designated as a detour for state highway traffic.

SECTION 4. MUNICIPALITY RESPONSIBILITIES

Municipality shall, with respect to the portion of the project within its corporate limits, and at no cost to State:

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.
- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality approval or Municipality issuing a building permit for the site.
- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality also agrees to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.
- 4.4 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.
- 4.5 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.6 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.
- 4.7 Amend ordinances, as necessary, to establish pavement or ground elevations shown in the plans when proposed construction involves a change in elevations established by a pre-existing ordinance.

- 4.8 If the Municipality procures consultant services for preliminary engineering and construction engineering for non-betterment rehabilitation of municipally owned and operated utilities by the Municipality, the Municipality agrees to comply with Chapter 4 of the "Nebraska Department of Transportation LPA Guidelines Manual for Federal-Aid Projects".
- 4.9 After State has accepted the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps storm drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4).
- 4.10 A local detour will be needed for the closure of Old Highway 2. The detour will utilize the US-281/N-2 on and off ramps, Capital Avenue and Broadwell Avenue as show on Exhibit "E". The Parties agree that traffic detoured as described is considered local traffic and Municipality will retain maintenance responsibility for the roads used for such purposes.
- 4.11 Establish, enforce, and continue in effect an ordinance for the following conditions or restrictions within the project limits: Parking

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project.

SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY

- 6.1 Encroachments: Municipality and State will cooperate to cause the removal of encroachments from public ROW, or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project.
- 6.2 Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW, to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires work on the state highway right of way unless State has given advanced written approval of the proposed plans.

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City of Grand Island

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- 6.3 Special Assessments: Municipality shall not use special assessments to defray Municipality's costs under this Agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

SECTION 7. ROADWAY LIGHTING SYSTEM

- 7.1 Ownership: The project roadway lighting system is the property of State.
- 7.2 Electrical Energy: Municipality shall, without any cost to State, provide and pay for the electrical energy for all the luminaires of the roadway lighting system which may be constructed as a part of this project, including the electrical energy which may be required during the construction period of the project for lamp stabilization, luminaire adjustment, and system testing. Municipality shall provide electrical energy to maintain a uniform and constant light level for dusk-to-dawn lighting.
- 7.3 Repair and Maintenance Responsibilities: Municipality shall be responsible for the inspection, maintenance, and repair of the roadway lighting system, at Municipality's cost. Municipality's duties shall include, but are not limited to, the following:
- repair or replacement of all defective and burned out lamps;
 - routine cleaning of luminaires; and
 - repair or replacement of any part of the roadway lighting system.
- 7.4 Right to Recoup Costs: Municipality shall be responsible for collecting from the responsible party all Municipality's costs for repairing damage to the lighting system.
- 7.5 Specifications and Standards: Municipality agrees that repair or replacement parts furnished by Municipality in the maintenance or repair of the roadway lighting system shall comply with State specifications and standards.
- 7.6 Modifications: Municipality shall not make, or allow to be made, modifications to the roadway lighting systems without the written consent of State.

SECTION 8. TRAFFIC SIGNAL EQUIPMENT

This section has intentionally been left blank

SECTION 9. PERMISSION TO USE STATE RIGHT OF WAY

State hereby grants to Municipality permission to use the State ROW in the vicinity where roadway lighting system will be constructed, for ingress and egress for the purpose of operating, inspecting, repairing and maintaining the roadway lighting system in accordance with this Agreement. Municipality further agrees to comply with SECTION 12. TRAFFIC CONTROL

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SECTION 10. UTILITY RELOCATION WORK

10.1 Overview

The Parties understand that existing Municipality and non-Municipality owned utility facilities may conflict with State's project. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

10.2 State Highway Right-of-Way

Municipality shall obtain a permit from the State for utility relocation work that occupies State Highway ROW.

SECTION 11. MUNICIPALITY'S FINANCIAL RESPONSIBILITIES

Municipality's cost of this project will be sum of the following:

- 20% of all costs of the improvements along Highway 2 within the corporate limits, see Exhibit A, including costs incurred to date and future costs, estimated at \$1,509,796 as described in Section 2.1. (incurred since January 1, 2017)
- 100% of the cost of work on Old Highway 2 from R.P. 356+06 and extending 680 feet east, see Exhibit A, including costs incurred to date and future costs, estimated at \$369,097 as described in Section 2.2. (incurred since January 1, 2017)

State's preliminary estimate of Municipality's cost is \$1,878,894, but Municipality's actual cost is likely to be greater than the preliminary estimate as the details of design are further developed.

Municipality shall bear its own costs performing its duties under this Agreement.

11.1 *This section has intentionally been left blank*

11.2 Cost of the project within the corporate limits:

The total cost of work of Segment A, within Municipality corporate limits, is currently estimated to be \$7,548,982, with Municipality's 20% share being \$1,509,796. The total cost of work of Segment B, requested by the Municipality, the 100% share is currently estimated to be \$369,097. Municipality's total estimated share is \$1,878,894 which includes, but is not limited to, the costs for: preliminary engineering, construction, construction engineering, and utilities.

11.3 Calculation of Municipality costs: State has calculated Municipality's project cost. A breakdown of Municipality's project cost is as follows:

11.3.1 Preliminary Engineering. The Estimated Preliminary Engineering costs will be prorated and distributed based on the construction cost for each segment of the project. Municipality's 20% share of segment A is estimated to be \$37,523 and Municipality's 100% share of segment B is estimated to be \$9,173, for a total estimate of \$46,696.

11.3.2 Municipality's Construction Cost. Municipality's 20% share for construction of Highway 2 within the corporate limits is estimated to be \$1,364,479. Municipality's 100% share for construction of Old Highway 2 is estimated to be \$333,572 for a total estimated share of \$1,698,051.

11.3.3 Construction Engineering. Constructing Engineering costs will be calculated as 5% of the actual construction cost. Municipality's 20% share is estimated to be \$68,224 and Municipality's 100% share is estimated to be \$16,679 for a total estimate of \$84,903.

11.3.4 Utilities. Municipality will share in 20% of eligible costs to relocate utility facilities that must be relocated in order to construct Highway 2 within Municipality's corporate limits. Municipality will share in 100% of eligible costs to relocate utility facilities that must be relocated in order to construct Old Highway 2. This is currently estimated as a percentage of construction cost (2.9%) and Municipality's 20% share is currently estimated to be \$39,570 and Municipality's 100% share is currently estimated to be \$9,674, for a total of \$49,243. Municipality's actual cost is likely to be greater than the preliminary estimate as the details of design are further developed.

Municipality shall be responsible for 100% of the non-eligible cost for relocation of Municipal utility facilities. State shall determine what utility work is an eligible cost. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

11.4 Payment by Municipality: Upon award of the construction contract, State will invoice Municipality for \$244,519, which is the sum of Municipality's share of preliminary engineering, estimated utility costs, and approximately one month's advance of Municipality's share of the construction and construction engineering, and will bill the Municipality thereafter in the amount of Municipality's share of the contractor's progress

estimates. Municipality shall pay State within 30 calendar days of receipt of invoice from State. The final settlement between State and Municipality will be made following final audits and when the final costs have been determined by State.

Summary City of Grand Island Participation

Construction Phases	Rural Segment	Segment A (Within Corp. limits)	Segment A (City Portion 20%)	Segment B (City 100%)	Total for Segment A+B	City Portion for Segment A+B	Total Project Cost
CONSTRUCTION COST	\$6,676,190	\$6,822,397	\$1,364,479	\$333,572	\$7,155,969	\$1,698,051	\$13,832,159
PRELIM. ENGINEERING	\$183,595	\$187,616	\$37,523	\$9,173	\$196,789	\$46,696	\$380,384
UTILITIES	\$193,610	\$197,849	\$39,570	\$9,674	\$207,523	\$49,243	\$401,133
CONSTR. ENGINEERING	\$333,810	\$341,120	\$68,224	\$16,679	\$357,798	\$84,903	\$691,608
TOTAL	\$7,387,205	\$7,548,982	\$1,509,796	\$369,097	\$7,918,079	\$1,878,894	\$15,305,284
First Months Invoice						\$244,519	

SECTION 12. PROJECT TEMPORARY TRAFFIC CONTROL

- 12.1 All temporary traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.
- 12.2 If Municipality is to perform or contract for any work on the state highway within the project limits, Municipality will develop a traffic control plan related to that work. The plan will be provided to State's Project Manager for review and acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its accepted traffic control plan.
- 12.3 Municipality's work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. Municipality shall use caution when working in State ROW.

SECTION 13. PLANS AND SPECIFICATIONS

The plans and specifications for this project will be on file in the Lincoln central headquarters office of the Nebraska Department of Transportation.

SECTION 14. TERMINATION

State has the sole discretion to suspend the work in part or in whole or to terminate this Agreement; such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such suspension or termination.

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SECTION 15. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

16.1 Policy: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.

16.2 Disadvantaged Business Enterprises Obligation: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Municipality shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Municipality shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

Municipality acting as a sub-recipient of Federal-aid funds on this project agrees to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.

Failure of Municipality to carry out the requirements set forth above on any work performed by Municipality shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the Agreement or contract by State or such remedy as State deems appropriate.

SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Municipality, for itself, its assignees and successors in interest agrees as follows:

17.1 Compliance with Regulations: The Municipality shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

17.2 Nondiscrimination: The Municipality, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of race, color, sex, age, religion, disability or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Municipality shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the Municipality for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Municipality of the Municipality's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, religion, disability or national origin.

17.4 Information and Reports: The Municipality shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Municipality shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 Sanctions for Noncompliance: In the event of the Municipality's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to the Municipality under this Agreement until the Municipality complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

17.6 Incorporation of Provisions: The Municipality shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Municipality shall take such action with respect to any subcontract or procurement as State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Municipality may request State to enter into such litigation to protect the interests of State, and in addition, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 18. ENTIRE AGREEMENT

This Agreement, including all exhibits and documents incorporated or included herein, constitutes the entire agreement of the Parties. This Agreement supersedes all communications, representations, understandings, either oral or written hereto, leading up to this Agreement. Any existing written agreements between the Parties remain in effect, except the language of this Agreement governs over conflicting language on the same subject in an existing written agreement.

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Control No. 42787
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IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this _____ day of _____, 2020.

WITNESS:

CITY OF GRAND ISLAND

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 2020.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Michael H. Owen, P.E.

Roadway Design Engineer

RECOMMENDED:
Wesley Wahlgren, P.E.

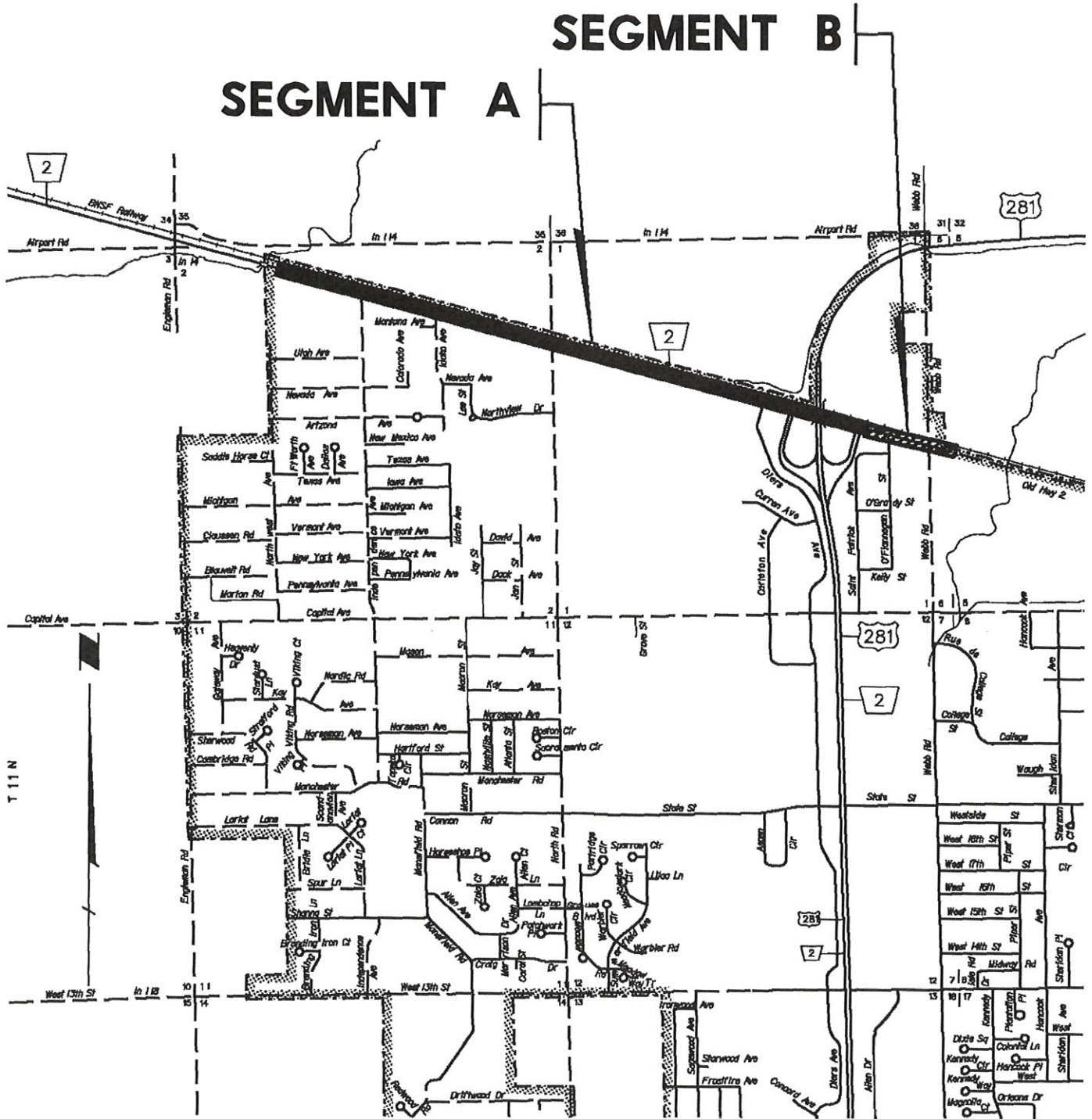
District 4 Engineer Date

Project No. NH-2-4(112)
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GRAND ISLAND

HALL COUNTY
NEBRASKA



2-4(112) A

20% SHARE CITY OF GRAND ISLAND
RP 354+63 TO RP 356+11

C.N. 42787

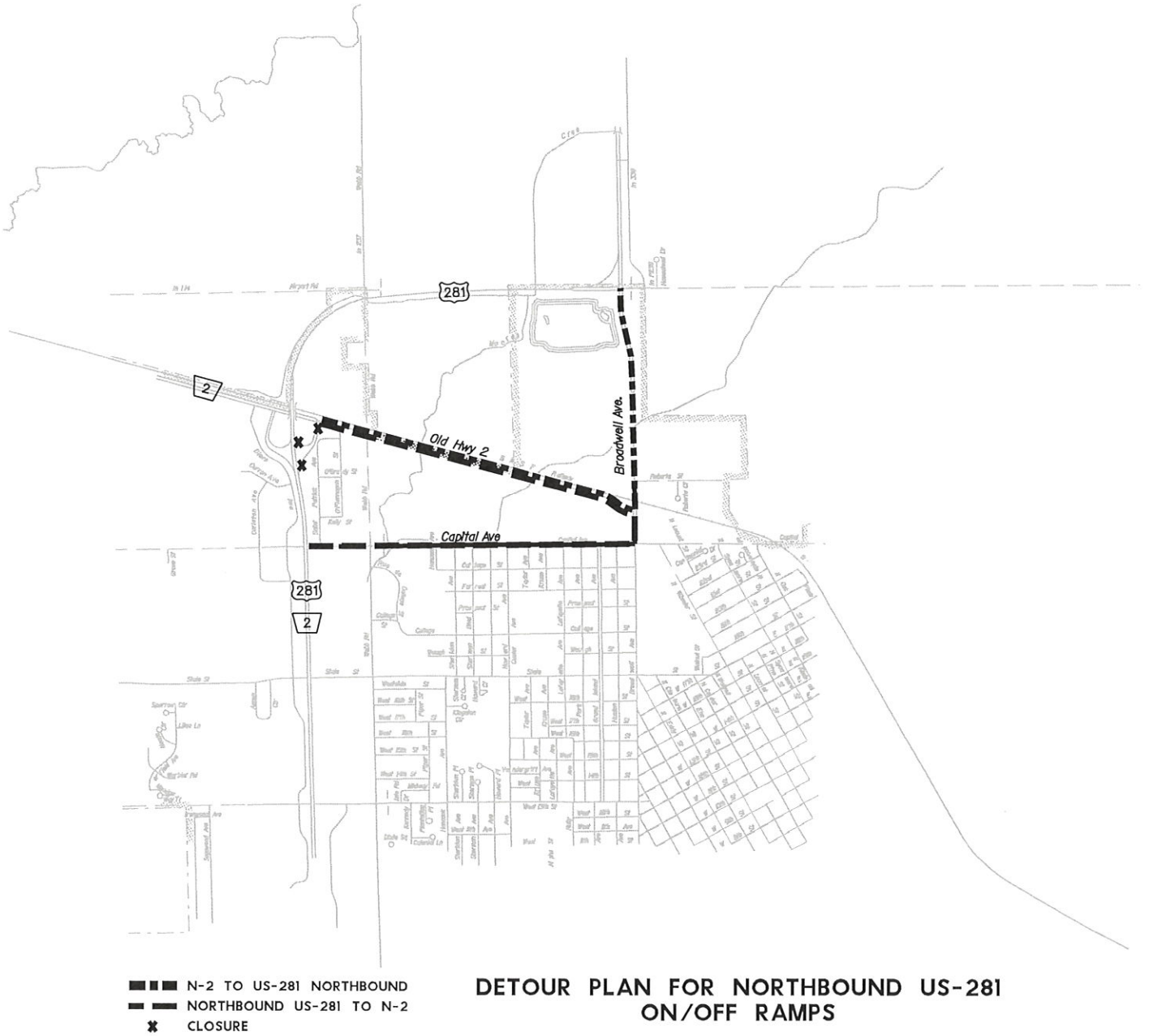
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100% SHARE CITY OF GRAND ISLAND
RP 356+11 TO 554' EAST OF RP 356+11

EXHIBIT "A"

GRAND ISLAND

HALL COUNTY
NEBRASKA



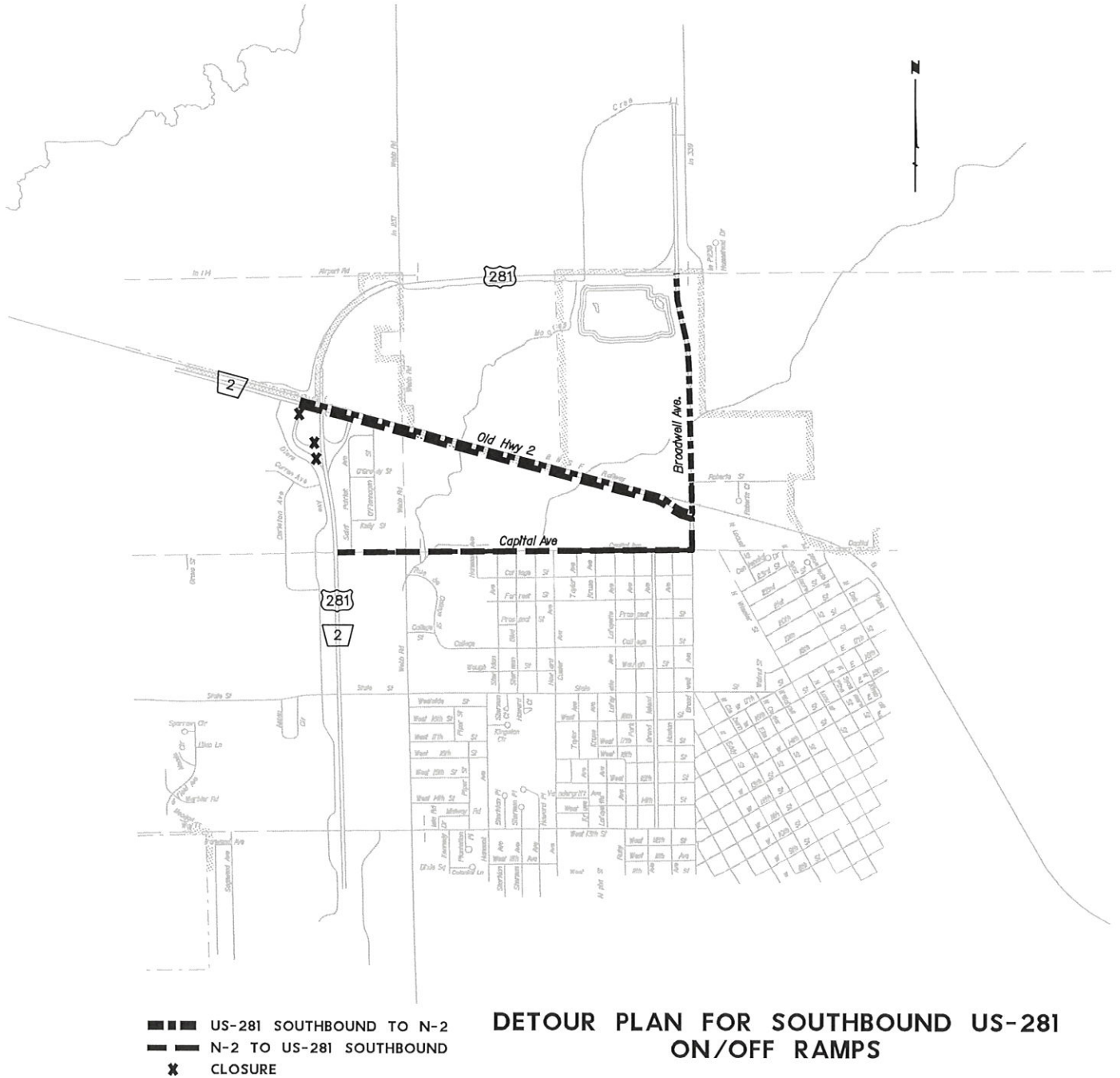
2-4(112)

C.N. 42787

EXHIBIT "C"

GRAND ISLAND

HALL COUNTY
NEBRASKA



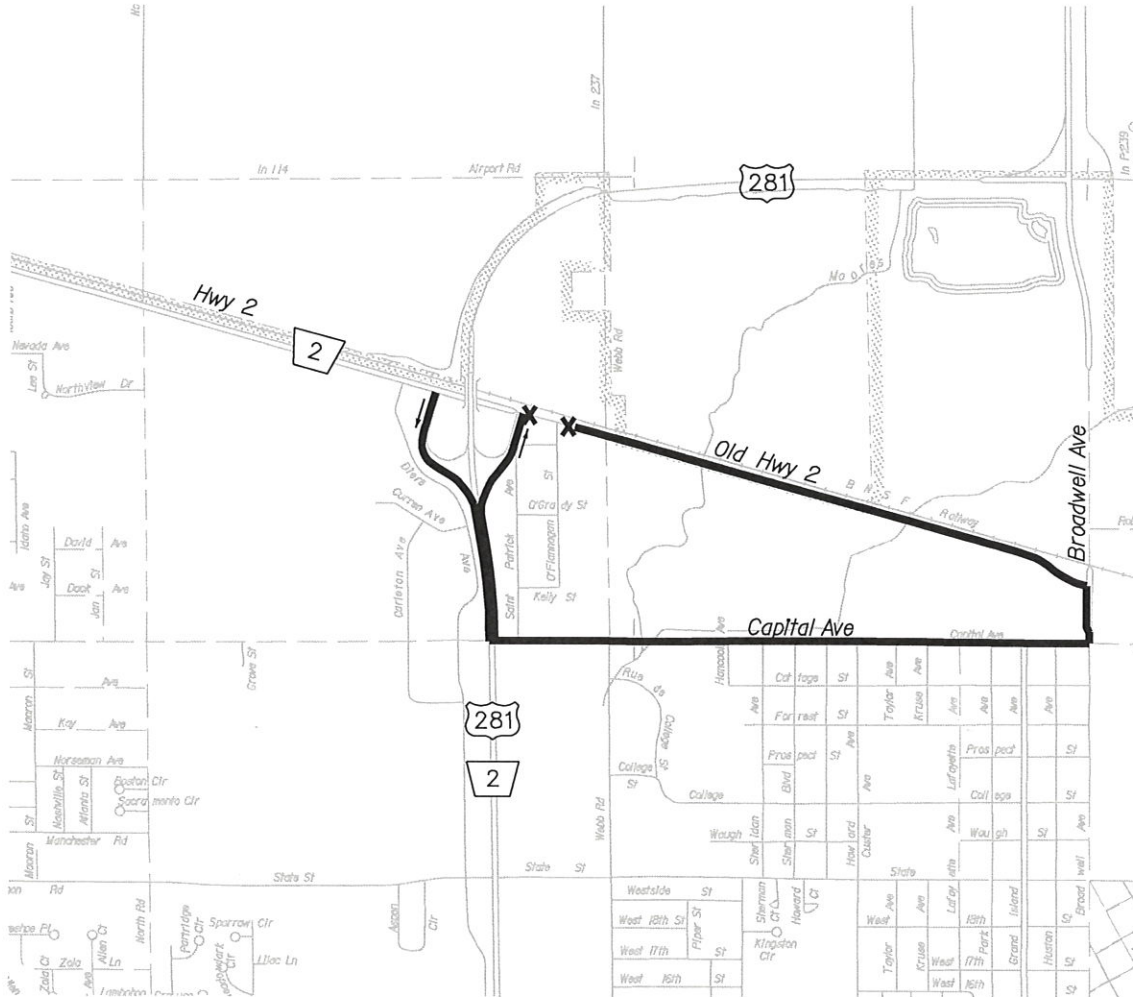
2-4(112)

C.N. 42787

EXHIBIT "D"

GRAND ISLAND

HALL COUNTY
NEBRASKA



DETOUR PLAN FOR OLD HWY 2 CONSTRUCTION

- DETOUR ROUTE
- X** CLOSURE

2-4(112)

C.N. 42787

EXHIBIT "E"

RESOLUTION 2020-312

WHEREAS, the Nebraska Department of Transportation is preparing plans for improvements to State Highway N-2 from Cairo to Grand Island, with the City cost sharing on the portion within City limits; and

WHEREAS, such improvements shall consist of removing and replacing pavement with concrete, including shoulders; and curb & gutter and the raised median island also being replaced; and

WHEREAS, the total cost of work within City limits is currently estimated to be \$7,918,079.00 with the City's share at \$1,878,894.00; and

WHEREAS, the actual cost is likely to be greater than the preliminary estimates as details of design are further developed; and

WHEREAS, an agreement with the Nebraska Department of Transportation is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Transportation for the improvements to State Highway N-2 from Cairo to Grand Island is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-23

#2020-313 - Approving Bid Award for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director
Meeting: November 24, 2020
Subject: Approving Bid Award for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2
Presenter(s): John Collins PE, Public Works Director

Background

On November 3, 2020 the Engineering Division of the Public Works Department advertised for bids for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2. The bid package for this project was sent to fifteen (15) potential bidders.

This project will build a portion of drainage associated with the Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1. It also allows for better drainage from the North Road improvement project and future paving & drainage improvements west of North Road. The proposed route is shown on the attached exhibit.

Discussion

Seven (7) bids were received and opened on November 17, 2020. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Price</i>
Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting of Sutton, NE	None	\$215,348.70
AMP Works, LLC of Grand Island, NE	None	\$232,983.47
Kokes Construction, LLC of Ord, NE	None	\$250,284.90
The Diamond Engineering Co. of Grand Island, NE	None	\$257,312.08*
Blessing Construction of Kearney, NE	None	\$337,535.35
Starostka Group Unlimited, Inc. of Grand Island, NE	None	\$356,560.80
Myers Construction, Inc. of Broken Bow, NE	None	\$410,105.17

*Corrected Bid

The bid of Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting of Sutton, Nebraska is considered fair and reasonable and is well below the engineer's estimate.

Funds are available in Account No. 40000400-2000-40048.

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 bid award to Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting of Sutton, Nebraska in amount of \$215,348.70.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 17, 2020 at 2:00 p.m.

FOR: Capital Avenue Drainage Improvements – North
Road to Moores Creek; Project No. 2020-D-2

DEPARTMENT: Public Works

ESTIMATE: \$445,000.00

FUND/ACCOUNT: 40000400-2000

PUBLICATION DATE: November 3, 2020

NO. POTENTIAL BIDDERS: 15

SUMMARY

Bidder:	<u>AMP Works, LLC</u> Grand Island, NE	<u>Kokes Construction, LLC</u> Ord, NE
Bid Security:	Western Surety Co.	Farmington Casualty Co.
Exceptions:	None	None
Bid Price:	\$232,983.47	\$250,284.90
Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Blessing, LLC</u> Kearney, NE
Bid Security:	Universal Surety Co.	Hudson Insurance Co.
Exceptions:	None	None
Bid Price:	\$257,280.30	\$337,535.35

Bidder: Van Kirk Bros. Contracting Myers Construction, Inc.
Sutton, NE Broken Bow, NE
Bid Security: Universal Surety United Fire & casualty Co.
Exceptions: None None
Bid Price: \$215,348.70 \$410,105.17

Bidder: Starostka Group Unlimited, Inc.
Grand Island, NE
Bid Security: Universal Surety Co.
Exceptions: None
Bid Price: \$356,560.80

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Keith Kurz; Asst. Public Works Director
Patrick Brown, Finance Director
Catrina Delosh, Admin. Asst. Public Works

P2236

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between _____, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **CAPITAL AVENUE DRAINAGE IMPROVEMENTS- NORTH ROAD TO MOORES CREEK; PROJECT NO. 2020-D-2**; and

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

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **TWO HUNDRED FIFTEEN THOUSAND THREE HUNDRED FORTY EIGHT & 70/100 DOLLARS (\$215,348.70)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **CAPITAL AVENUE DRAINAGE IMPROVEMENTS- NORTH ROAD TO MOORES CREEK; PROJECT NO. 2020-D-2**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved. All work associated with the contract shall be completed no later than **May 15, 2021**.

ARTICLE V. It is understood and agreed that time is the essence of the contract. Should the Contractor fail to perform the work within the period of time stipulated in the Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not as a penalty, **\$250.00 per calendar day** of default unless extensions of time granted by the City specifically provide for the waiving of liquidated damages. The City shall have the right to deduct the liquidated damages from any moneys in its hands, otherwise due, or to become due, to the Contractor, or to sue for and recover compensation for damages for non-performance of this contract within the time stipulated.

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

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

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

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

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

ARTICLE XI. The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services, not in dispute, rendered to date of termination.

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

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

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

***VAN KIRK SAND AND GRAVEL, INC.
D/B/A VAN KIRK BROS. CONTRACTING***

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

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

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

RESOLUTION 2020-313

WHEREAS, the City of Grand Island invited sealed bids for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on November 17, 2020 bids were received, opened, and reviewed; and

WHEREAS, Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting of Sutton, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$215,348.70; and

WHEREAS, Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting's bid is considered fair and reasonable for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Van Kirk Sand and Gravel, Inc. d/b/a Van Kirk Bros. Contracting of Sutton, Nebraska in amount of \$215,348.70 for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-24

#2020-314 - Approving Lease Purchase of a new Street Sweeper and a New Front-End Loader Mounted Snow Heaver for the Streets Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 24, 2020

Subject: Approving Lease Purchase of a new Street Sweeper and a new Front-End Loader Mounted Snow Heaver for the Streets Division of the Public Works Department

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

Background

The Streets Division has budgeted funds for a down payment on a new street sweeper and a new snow heaver in the 2020/2021 fiscal year.

The Streets Division's Street Sweeping program consists of four (4) Street Sweepers that sweep the entire City (curb and gutter streets) once in the spring and once in the fall. During summer months a single Street Sweeper is used to sweep routes and other locations as needed. The Street Sweepers are also used to sweep specific areas including downtown before special events and the State Marathon Route.

Unit 246 is a 2003 Elgin Pelican Street Sweeper with over 11,130 hours and a repair cost to purchase price ratio of 0.95. This unit is due for replacement and the new street sweeper will be moved to the front-line position, logging the most hours each year, and the current front-line machine will be used as a seasonal unit.



Unit 246 – 2003 Elgin Pelican

The Streets Division uses the front-end loader mounted snow heaver to load trucks with snow to be hauled from the downtown area, on Hwy 30 one-way street system, and on other atrial roadways as needed. Streets owns two snow heavers as there is need for redundancy in case of a breakdown.



Unit 291 – 1998 Fair Snow Blower



Snow Heaver driven by front of the loader blowing snow into the back of a dump truck.

Unit 291 is a 1998 Fair Front-End Loader Mounted Snow Heaver with 454 hours and a repair cost to purchase price ratio of 0.60. The repair cost to purchase ratio of this unit is fairly low but due to its age it should be replaced.

Discussion

The City of Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA), now known as Sourcewell, with Resolution 2014-326.

To meet competitive bidding requirements for a new Street Sweeper, the Streets Division obtained pricing from the (NJPA) Sourcewell Contract No. 122017-FSC awarded to Federal Signal Corporation; with Nebraska Environmental Products of Lincoln, NE assigned as our authorized dealer. Per the Sourcewell Contract the price for a new 2021 Elgin Pelican Street Sweeper, that meets the City's requirements, will be \$230,747.20. Nebraska Environmental is offering \$7,800 as trade-in value of Unit 246 making the net purchase price \$222,947.20.

To meet competitive bidding requirements for a new Front-End Loader Mounted Snow Heaver, the Streets Division obtained pricing from the (NJPA) Sourcewell Contract No. 030619-WAS awarded to Wasau Equipment Company, Inc.; with Nebraska Environmental Products of Lincoln, NE assigned as our authorized dealer. Per the Sourcewell Contract the price for a new 2021 Wasau Snogo front-end loader mounted snow heaver, that meets the City's requirements, will be \$165,729.00. Nebraska Environmental is offering \$1,500 as trade-in value of Unit 291 making the net purchase price \$164,229.00.

Public Works staff is recommending financing these combined purchases of \$387,176.20. Combining the purchase amounts will take advantage the lower interest rate bracket offered for higher financing amounts and eliminate double payment of processing fees.

The capital lease purchase agreement with National Cooperative Leasing (NCL), per Sourcewell (NJPA) Contract No. 011620-NCL, would consist of a one-time payment this fiscal year of \$120,000 followed by five (5) annual payments of \$59,087.97 starting in Fiscal Year 2022. Annual payments would require Council approval with the budget each fiscal year and we anticipate NCL using Santander Bank, N.A. for processing payments.

A summary of recommended purchases and capital lease terms is below.

Street Sweeper:	
Vendor	Nebraska Environmental Products, Sourcewell (NJPA) Contract No. 122017-FSC
Purchase Price	\$230,747.20
Trade-In – Unit 246	\$7,800.00
Net Price	\$222,947.20
Front-End Loader Mounted Snow Heaver:	
Vendor	Nebraska Environmental Products, Sourcewell (NJPA) Contract No. 030619-WAS
Purchase Price	\$165,729.00
Trade-In – Unit 246	\$1,500.00
Net Price	\$164,229.00
Capital Lease Purchase Financing:	
Total Amount Financed	\$387,176.20
Leasing Company	Lease Servicing Center, Inc. dba National Cooperative Leasing; Sourcewell (NJPA) Contract No. 032615-NCL
Bank Institution	Santander Bank, N.A.
Documentation Fee	\$250.00
Advance Payment (this FY)	\$120,000.00
Interest Rate	3.44%
Annual Payments (begin FY 2022)	5 at \$59,087.97
Pay-off Amount	\$1.00
Total Repayment Amount	\$415,439.90

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a new Street Sweeper and a new Front-End Loader Mounted Snow Heaver from Nebraska Environmental Products of Lincoln, NE for a net purchase price of \$387,176.20 and the lease purchase agreement with National Cooperative Leasing of Alexandria, MN.

Sample Motion

Move to approve the purchase of a new Street Sweeper and a new Front-End Loader Mounted Snow Heaver from Nebraska Environmental Products of Lincoln, NE for a net purchase price of \$387,176.20 and the lease purchase agreement with National Cooperative Leasing of Alexandria, MN.

Streets Capital Equipment - Debt Schedule

Updated 11/9/2020

Current (Approved)		Last	Current	Next				
	FY	FY	FY	FY	FY	FY	FY	FY
	2019	2020	2021	2022	2023	2024	2025	2026
2016 Motorgrader	45,723	45,723	45,723					
2017 Mowing Tractors (3)	42,266	42,266	42,267					
2019 Sewer Combo Unit	dp	66,441	66,441	66,441	66,441	66,441		
TOTAL LEASE PURCHASE PAYMENTS	87,989	154,430	154,431	66,441	66,441	66,441	0	0

Downpayments are calculated with initial FY capital purchase budget

Proposed		Last	Current	Next				
	FY	FY	FY	FY	FY	FY	FY	FY
	2019	2020	2021	2022	2023	2024	2025	2026
2016 Motorgrader	\$45,723	\$45,723	\$45,723					
2017 Mowing Tractors (3)	\$42,266	\$42,266	\$42,267					
2019 Sewer Combo Unit	dp	\$66,441	\$66,441	\$66,441	\$66,441	\$66,441		
Street Sweeper & Snow Blower, Front-End Loader Mounted			dp	\$59,088	\$59,088	\$59,088	\$59,088	\$59,088
TOTAL LEASE PURCHASE PAYMENTS	\$87,989	\$154,430	\$154,431	\$125,529	\$125,529	\$125,529	\$59,088	\$59,088

PROPOSED

EXISTING, APPROVED

dp = Downpayments are calculated with initial FY capital purchase budget



November 9, 2020

City of Grand Island

Re: Municipal Lease/Purchase Financing Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital (“NCL”) is pleased to propose to the City of Grand Island the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the City of Grand Island would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring a Equipment. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE: City of Grand Island

LESSOR: Lease Servicing Center, Inc. dba NCL Government Capital & it’s assigns

EQUIPMENT: Equipment

EQUIPMENT COST: \$382,000.00

DOWN-PAYMENT: \$0

AMOUNT FINANCED: \$382,000.00

TERM: 5 Years

ANNUAL LEASE PAYMENTS: 1 @ \$120,000.00
5 @ \$59,087.97

RATE: 3.44%

FIRST PAYMENT DUE: At Lease Commencement

PURCHASE OPTION: \$1.00

PRICING: The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by November 30, 2020 and the transaction closes/funds prior to December 31, 2020. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$250 paid to Lessor at closing

220 22nd Ave. E Suite 106 * Alexandria, MN 56308 * Telephone 320 763 7600 * Fax 320 763 9600
www.nclgovcap.com

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#011620-NCL NCL's Sourcewell Contract # is 011620-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jake Ost -(866) 763-7600
jakeo@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of the City of Grand Island , I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____ DATE: _____

NAME: _____ TITLE: _____

PHONE: _____

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

220 22nd Ave. E Suite 106 * Alexandria, MN 56308 * Telephone 320 763 7600 * Fax 320 763 9600
www.nclgovcap.com

RESOLUTION 2020-314

WHEREAS, Sourcewell, formerly known as the National Joint Powers Alliance, cooperative purchasing group was utilized to secure competitive bids for a new Street Sweeper and a new Front-End Loader Mounted Snow Heaver and Capital Lease Purchase financing by the Streets Division of the Public Works Department; and

WHEREAS, Sourcewell Contract No. 122017-FSC was awarded to Federal Signal Corporation and authorized Nebraska Environmental Products to offer said contract pricing to the City of Grand Island, Nebraska; and

WHEREAS, Sourcewell Contract No. 030619-WAS was awarded to Wasau Equipment Company, Inc. and authorized Nebraska Environmental Products to offer said contract pricing to the City of Grand Island, Nebraska; and

WHEREAS, Sourcewell Contract No. 011620-NCL was awarded to National Cooperative Leasing; and

WHEREAS, the new equipment options and trade-in terms were negotiated with Nebraska Environmental Products for a net purchase price of \$387,176.20; and

WHEREAS, such amount will be financed by National Cooperative Leasing of Alexandria, MN through a capital lease purchase agreement and payments will be processed through Santander Bank, N.A. ; and

WHEREAS, a documentation fee of \$250.00 will be paid; and

WHEREAS, a down payment of \$120,000.00 will be paid in advance followed by five (5) annual payments of \$59,087.97 and a pay-off amount of \$1.00 ; and

WHEREAS, the total repayment amount for the lease purchase will be \$415,439.90.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a new Street Sweeper and a new Front-End Loader Mounted Snow Heaver from Nebraska Environmental Products of Lincoln, NE for a net purchase price of \$387,176.20 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item G-25

**#2020-315 - Approving Bid Award for Watch Guard 4RE/V300
Integrated In-Car and Body Worn Video Solution for the Police
Department**

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Chief of Police

Meeting: November 24, 2020

Subject: Approving Bid Award for Watch Guard 4RE/V300 Integrated In-Car and Body Worn Video Solution for Police Department

Presenter(s): Robert Falldorf, Chief of Police

Background

On November 6, 2020, the Grand Island Police Department advertised for bids for thirty (30) Watch Guard 4RE/V300 Integrated In-Car and Body Worn Video systems. These systems will be in compliance with our current Records Management System, Spillman, and will replace our older Data911 systems. Our current Data911 In-Car video systems are older and out of date/warranty and the Data911 Body Worn Camera systems never did function properly for our needs.

Discussion

One (1) bid was received and opened on November 17, 2020. The Police Department Administration and the Purchasing Division of the City Attorney's Office reviewed the bid that was received to confirm that it was in compliance with the publication. A summary of the bid is shown below:

WatchGuard Video Inc., Allen, Texas, Bid Price: \$239,870.00.

The bid from WatchGuard Video Inc., is considered fair and reasonable and is under the project estimate of \$250,000.00.

There are sufficient funds in the approved 2020/2021 capital budget to fund this purchase.

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 bid award to the low compliant bidder, WatchGuard Video Inc., of Allen, Texas in the amount of \$239,870.00.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 17, 2020 at 2:15 p.m.
FOR: Watch Guard 4RE/V300 Integrated In-Car and
Body Worn Video Solution
DEPARTMENT: Police
ESTIMATE: \$250,000.00
FUND/ACCOUNT: 41022301-85615
PUBLICATION DATE: November 6, 2020
NO. POTENTIAL BIDDERS: 1

SUMMARY

Bidder: WatchGuard Video, Inc.
Allen, TX
Bid Security: Liberty Mutual Ins. Co.
Exceptions: None

Bid Price:
Section A: \$177,770.00
Section B: \$ 36,100.00
Section C: \$ 17,000.00
Section D: \$ 9,000.00
Section E: \$ -0-
Total Bid: \$239,870.00

cc: Robert Falldorf, Police Chief
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Jim Duering, Police Captain
Patrick Brown, Finance Director

P2237

RESOLUTION 2020-315

WHEREAS, the City of Grand Island invited sealed bids for thirty (30) Watch Guard 4RE/V300 Integrated In-Car and Body Worn Video systems; and

WHEREAS, on November 17, 2020 bids were received, opened, and reviewed; and

WHEREAS, WatchGuard Video Inc., Allen, Texas submitted a bid in accordance with the terms of the advertisement of bids and all other statutory requirements contained therein, such bid being in the amount of \$239,870.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of WatchGuard Video Inc., of Allen, Texas in the amount of \$239,870.00 for thirty (30) Watch Guard 4RE/V300 Integrated In-Car and Body Worn Video systems is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to accept and approve such bid award on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item I-1

#2020-316 - Consideration of Approving Management of Jackrabbit Run Golf Course

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: November 24, 2020

Subject: Consideration to Approve Golf Management Contract

Presenter(s): Jerry Janulewicz, City Administrator
Todd McCoy, Parks and Recreation Director

Background

Longtime PGA Golf Professional Don Kruse and his wife Char retired effective October 20, 2020. Don was contracted with the City to manage all golf programming and activities associated with the operation of the Jackrabbit Run Golf Course clubhouse.

The City advertised for proposals from experienced PGA professionals and golf management firms to replace Don. One resume from a golf pro and one proposal from a company that manages golf courses named Landscapes Unlimited of Lincoln, Nebraska was received. A committee that included City Administration and Jackrabbit Run golfers met to review the proposals. After initial review the consensus from the group was that both proposals appeared to be viable and qualified management options. After the committee met, City staff set interviews with the golf pro and Landscapes Unlimited. Unfortunately the golf professional cancelled the interview leaving the lone proposal from Landscapes Unlimited.

Discussion

Landscapes Unlimited proposes a five year agreement to employ and be responsible for all golf course staff and manage day-to-day operations which includes property maintenance, food and beverage, marketing, payroll processing, and programming.

In the proposed agreement the City will pay Landscapes Unlimited \$72,000 annually or 10% of the total revenue whichever is more. The City will be responsible for all expense associated with the golf course and receive all revenues. Not only does Landscapes Unlimited propose to take over the golf shop operation previously managed by Don Kruse; but, they propose to be responsible for golf course maintenance which currently includes 5.50 City FTE's. Landscapes agrees to make a good faith effort to employ existing employees which includes three longstanding City employees.

Landscapes Unlimited currently manages over 50 golf properties nationwide and is recognized as an industry leader. Landscapes Unlimited stated in their proposal that they are confident that because of their experience, expertise, and resources they can increase the number of annual golf rounds at Jackrabbit Run by 4,000 rounds annually over the course of five years. If Landscape accomplishes their goals then they have calculated that Jackrabbit Run will be profitable for the City by the end of the five year agreement.

Alternatives

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

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

Recommendation

City Administration recommends approval of the proposed agreement with Landscapes Unlimited of Lincoln, Nebraska to manage Jackrabbit Run Golf Course.

Sample Motion

Move to approve Landscapes Unlimited to manage Jackrabbit Run Golf Course.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR MANAGEMENT OF JACKRABBIT RUN GOLF COURSE**

RFP DUE DATE: September 2, 2020 at 4:15 p.m.
DEPARTMENT: Parks and Recreation
PUBLICATION DATE: August 16, 2020
NO. POTENTIAL BIDDERS: 1

PROPOSALS RECEIVED

Landscapes Golf Management
Lincoln, NE

cc: Todd McCoy, Parks and Recreation Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Admin. Asst. Parks
Patrick Brown, Finance Director

P2223

Management Agreement

This MANAGEMENT AGREEMENT (“Agreement”) is made and entered into as of November 30, 2020 (the “Effective Date”) by and between the City of Grand Island, a (hereinafter referred to as “Owner”), and Landscapes Golf Management, LLC a Nebraska limited liability company (hereinafter referred to as “Manager”).

Recitals

Owner desires to provide for the operation and management of the clubhouse, golf course, cart facility, maintenance building and appurtenances, and any other golf course or golf related facility owned by Owner and situated on the real property located at 2800 N Shady Bend Rd, Grand Island, NE 68801, commonly known as Jackrabbit Run Golf Course (collectively referred to as the “Course”).

Manager is in the business of operating and managing golf courses and has experience and expertise related to golf course operation and management.

Owner desires to retain Manager to manage and operate the Course on behalf of Owner pursuant to the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. TERM OF AGREEMENT.

1.1. Term. The term of this Agreement will begin on the Effective Date and terminate November 30, 2025 (the “Term”), unless sooner terminated according to the terms and provisions hereof or extended by mutual written agreement of the parties.

1.2. Early Termination. The parties agree that Owner may terminate this Agreement without penalty, beginning on October 1, 2023 if Manager fails to achieve Net Operating Income showing a loss of no more than Fifty Thousand Dollars (-\$50,000) for the Owner’s fiscal year ending September 30, 2023. If Owner elects to exercise the termination option provided by this section, Owner shall provide Manager with at least sixty (60) days’ written notice prior to the effective date of termination.

2. SERVICES TO BE PERFORMED BY MANAGER. During the Term of this Agreement, Manager will supervise, manage, direct and operate the Course, which will include, but not be limited to, collecting and disbursing all monies, negotiating and managing leases and contracts, employing all employees, promoting and managing the Course, purchasing and selling food, beverages, merchandise, supplies and services, purchasing and maintaining

insurance coverage on behalf of the Course, handling disputes with third parties, collecting and paying all appropriate taxes and performing all other day-to-day activities relative to the Course. With respect to the operation of the Course, the parties hereto agree as follows:

2.1. Owner Authorization. Owner hereby grants and delegates to Manager the authority and the responsibility necessary to permit Manager to perform its duties under this Agreement and to do any and all acts deemed necessary or desirable for operation and maintenance of the Course and agrees to take such additional steps as are necessary to evidence such delegation and authorization as is reasonably requested by Manager. Owner hereby grants to Manager the use and occupancy of the Course during the Term of this Agreement or any renewal hereof for said purposes. Owner will not grant to any third party any rights to use or occupancy of all or any part of the Course during the Term of this Agreement without Manager's prior written consent, nor will Owner interfere with Manager's ability to perform its duties under this Agreement consistent with Manager's good faith business judgment.

2.2. Major Decisions. Manager will submit proposals to Owner for major expenditures, improvements or events that impact the Course ("Major Policy Decisions"), including, but not limited to, capital improvements and expenditures and the Annual Budgets (as defined in Subsection 2.c below). Manager will secure Owner's prior approval of all Major Policy Decisions. Manager will, to the best of its ability, operate the Course in accordance with the Major Policy Decisions approved by Owner.

2.3. Annual Budgets.

2.3.1. Not later than June 1 of each calendar year during the Term of this Agreement or any renewal hereof, Manager will submit a written business plan and a proposed operating budget (the "Proposed Annual Budget") to Owner for the upcoming fiscal year, except for the first year of this Agreement Manager will submit the Proposed Annual Budget to the Owner within ninety (90) days following the Effective Date. The Proposed Annual Budget will specify the amount of working capital required to continue operations of the Course for the upcoming fiscal year in light of all Major Policy Decisions; all anticipated expenses required to maintain a reasonable level of services, equipment, supplies and inventory; and all projected expenses for long term capital improvements and equipment. Owner acknowledges and agrees that all budgets are based solely on Manager's judgment and the facts and circumstances known by Manager at the time of preparation and Manager does not warrant or guarantee the results of operations or performance set forth in any budgets prepared for the Course.

2.3.2. Owner must approve or reject the Proposed Annual Budget within thirty (30) days of its receipt by Owner. Owner's failure to reject the Proposed Annual Budget

within such time period will be deemed an acceptance by Owner of the Proposed Annual Budget as submitted by Manager. The Proposed Annual Budget, once approved (or deemed approved) by Owner, will be referred to as the “Annual Budget.” In the event Owner and Manager cannot agree on a Proposed Annual Budget, Manager will be entitled to continue operation of the Course in accordance with the Annual Budget for the prior year, subject to increases in Expenses required due to matters beyond the control of Manager, until such time as a new Proposed Annual Budget is approved by Owner.

2.4. Promotion of Golf Activities. Manager will implement a marketing plan for the Course and coordinate and direct all work done in the promotion, advertisement and public relations with respect to the Course. Manager will coordinate the creation or modification of graphics, logos and other visual materials for letterheads, envelopes, temporary and permanent signs, brochures, websites, information profiles, progress reports, press releases and bulletins. Manager may indicate on the premises and on such promotional, advertising and public relations materials that the Course is being managed by Manager.

2.5. Course Personnel.

2.5.1. Manager will, in its sole discretion and at the expense of the Owner, employ the Course personnel. Such personnel will include a general manager responsible for the day-to-day operation and management of the Course, maintenance personnel to professionally maintain the Course, other on-site management personnel, staff, and others deemed by Manager to be appropriate for the efficient operation of the Course. Such personnel will be hired, employed, evaluated, promoted and terminated by Manager, except that Manager may, in its sole discretion, elect to have some routine or specialty functions performed by independent contractors and engage such contractors for that purpose as an Expense of the Course. In no event shall any employees employed by Manager at the Course be considered employees of the Owner, nor shall any of Manager’s employees be eligible for any benefits or pay from the Owner. At all times, Manager shall provide the Owner with the names and current telephone numbers (business, cell phone, and home number, if applicable) of the general manager and golf course superintendent.

2.5.2. Manager shall make a good faith effort to interview and employ any employee who is currently employed by Owner at the Course and who is displaced as a result of this Agreement, but Manager shall not be obligated to offer employment to any such employees. Manager shall employ qualified personnel with skills and certifications appropriate to the position to which they are appointed. Manager shall comply with all federal, state and local laws and regulations pertaining to

equal employment opportunity, Americans with Disabilities Act, and prohibition of unlawful discrimination in all hiring and employment decisions. Manager shall also have in place policies that prohibit any form of unlawful harassment and policies promoting a drug-free workplace, including reasonable drug testing policies.

2.6. Food, Beverage and Merchandise.

- 2.6.1. Owner will permit the sale of beer, wine and liquor at the Course. Manager will cause the general manager of the Course to apply for and obtain necessary city, county and/or state liquor licenses, as applicable, and all other permits, licenses and approvals required for operation of the Course; provided, however, that Owner retains the right, for good cause shown, to decline to have the general manager as the individual designated on the liquor license or to terminate such designation. It is understood that Manager cannot guarantee factors outside of its control that may prohibit the timely issuance of the liquor licenses or other licenses, permits or approvals. Owner and Manager will cooperate with the general manager in obtaining such licenses, permits and approvals, and if required by applicable city, county or state law, Owner will hold such licenses, permits and approvals in accordance therewith. Manager will pay all applicable Course licenses and permit fees when due as an Expense of the Course. Any monetary penalties imposed against the Course or the Owner for license violations will be Manager's responsibility and will be paid by Manager from its own funds to the extent the license violation was the result of Manager's negligence (i.e., failure to train or failure to supervise Manager's employees at the Course).
- 2.6.2. Manager will purchase and sell such other food, beverage and merchandise at the Course for such prices as Manager deems prudent. This includes beverage cart services on the Course and an adequate supply and variety of quality pro shop inventory for resale in the pro shop. The hours of operation for the beverage cart, food services and pro shop shall be determined by Manager, in its reasonable discretion. Manager will remit all sales tax collected on Course sales as and when due.

2.7. Maintenance Services.

- 2.7.1. Manager shall maintain the course, grounds and landscaping within the boundaries of the Course. Manager shall also maintain the parking area in a good and usable condition, including sanitation, pot hole repairs, and signage but excluding Capital Improvements. All costs for maintenance shall be an Expense of the Course.

- 2.7.2. As an Expense of the Course, Manager shall be responsible for the maintenance and repair, and for purchasing all supplies, parts, and equipment for all buildings, structures, fixtures, and Owner-owned equipment, which may now or hereafter exist on or in the Course, inclusive but not limited to the maintenance of the landscaping, irrigation system, maintenance buildings, grounds, cart paths, and course turf, excluding Capital Improvements.
- 2.7.3. Manager shall exercise general supervision over and shall be responsible for the proper use, care, and maintenance of all Owner-owned equipment used for Course operations, inclusive of but not limited to golf carts, mowers, utility vehicles, sand rakes, aerators, tractors, power equipment, etc. Manager shall keep a log of repairs to equipment, which shall be available for the Owner to review at any time. If equipment becomes inoperable, inefficient, or unsafe, the Manager will immediately provide Owner written notice. The decision to replace equipment is solely at the Owner's discretion. Equipment and parts damaged by the gross negligence of Manager or Manager's employees or agents shall be repaired or replaced by Manager at Manager's sole expense.
- 2.7.4. Manager shall be responsible for the maintenance and repair of the water well and sanitary sewer system. Any maintenance or repair cost in excess of \$5,000 in a fiscal year shall require the prior written approval of Owner's City Administrator. Costs of maintenance and repairs shall be an Expense of the Course.

2.8. General Operations.

- 2.8.1. Manager agrees to enforce all rules and regulations adopted by the Owner covering the conduct of the public and services offered in the use of the Course as it relates to the performance of services under this Agreement.
- 2.8.2. Owner, in consultation with Manager, shall determine and set the green fees, including golf membership fees Manager shall charge and shall provide a schedule of such fees in writing to Manager. Any changes to the fee schedule are subject to prior written approval of the Owner. All tournament fees, fees for rental of golf carts, driving range fees, golf clubs, and golf bags shall be set by Manager, and shall be comparative and competitive with other quality public golf courses in Grand Island, Nebraska. Manager shall honor all pre-existing, pre-paid golf memberships. At no time shall fees be greater than the Owner approved rates as established by resolution.
- 2.8.3. Manager shall coordinate with existing leagues and associations to host tournaments at the Course, and shall seek out new leagues, and associations in an effort to increase the number of tournaments scheduled at the Course. Manager

shall support the leagues, tournaments, and associations while maintaining a fair and equitable tee sheet. Manager shall consummate arrangements for tournaments with golf associations and leagues, as well as concessionaires, licensees, or other group event users of the Course.

2.8.4. Manager shall take all reasonable actions to protect the safety of all employees, customers, and Owner's representatives. Manager shall comply with all safety and environmental regulations of federal, state, and local governmental agencies, and applicable federal occupational, health, and safety laws and regulations. Manager shall correct any unsafe conditions to the Course as an Expense of the Course, or notify the Owner of any potentially unsafe conditions, as well as any potentially unsafe practices occurring thereon. Manager shall cooperate fully with the Owner in the investigation of any accidental injury or death occurring at the Course and shall submit within twenty-four (24) hours to the Owner an accident report.

2.8.5. Manager shall be responsible for securing necessary contracts or other appropriate agreements to acquire electricity, water, sewer, solid waste, and other utility services necessary for the normal operations of the Course. Furthermore, the Manager shall be responsible to consummate arrangements with concessionaires, licensees, etc. that may be associated with the Course. All leases, contracts, purchases, and other agreements relating to the operation and maintenance of the Course entered into during the Term shall be entered into by the Owner as the contracting party and managed by Manager.

2.9. Additional Duties and Responsibilities of Manager.

2.9.1. Manager shall not make substantial alterations, additions, changes, or revisions to the Course without prior written consent of the Owner.

2.9.2. Manager shall, as part of its services hereunder and without additional compensation, make its staff available to Owner upon request for consultation regarding the Course, including, but not limited to business operations, marketing and promotions, additional equipment, repairs, Capital Improvements or projects, which may include modifications to structures or the course.

2.9.3. Manager shall provide assistance and consulting services to the Owner in the transition of management and operations of the Course if a new operating entity (Manager) is selected or if the Owner assumes operations of the Course.

3. REVENUES; EXPENSES; RESERVES. During the Term of this Agreement or any renewal hereof, Manager will cause all Revenues and Approved Reserves to be deposited and held in

the Course Accounts (as hereafter defined) and will pay Expenses out of the Course Accounts.

- 3.1. Revenues. “Revenues” means all revenues and receipts of any nature derived directly or indirectly from the Course or from the use or operation thereof, including Operating Revenues and Other Revenues. “Operating Revenues” is defined as revenue from green fees; cart rentals; range fees; membership dues, fees and assessments (but excluding capital improvement fees); membership passes; food, beverage and merchandise sales; rebates; purchase discounts; rentals; and lesson fees (unless such fees are paid directly to the professional providing such lessons in accordance with the agreement between Manager and such professional). “Other Revenues” is defined as proceeds from the sale of assets; capital improvement fees; interest income; Advances (defined below); insurance proceeds; and any other revenue or receipts not included in Operating Revenues.
- 3.2. Expenses. “Expenses” means all expenditures or disbursements made or expenses incurred in connection with operation of or for the benefit of the Course, including Operating Expenses and Other Expenses. “Operating Expenses” is defined as payroll and all other employee-related expenses; taxes; governmental fees and charges; utilities; food, beverage and merchandise cost of goods; maintenance expenses; repair costs (excluding capital repairs); supplies; inventory; insurance premiums and deductibles; marketing and advertising materials and expenses; licenses and permits; dues and subscriptions; finance charges; operating leases; professional fees; vendor and independent contractor invoices; Management Fees (defined below); and Manager’s travel and other out-of-pocket expenses directly related to operation of the Course. “Other Expenses” is defined as debt payments (principal and interest); capital leases; financing or refinancing costs; capital expenditures (including Approved Capital Expenditures); and any other expenditures or disbursements not included in Operating Expenses. Expenses will not include salaries and other compensation of executive officers and corporate staff of the Manager or Manager’s company overhead.
- 3.3. Approved Capital Expenditures. “Approved Capital Expenditures” means all expenditures for equipment, furniture, fixtures, Course improvements, and other capital items approved by Owner, which approval may be included in an Annual Budget or other separate form of approval. In the event of an emergency, Manager is also authorized to make an otherwise unapproved capital expenditure in order to prevent loss or damage. Manager will notify Owner immediately of such expenditure.
- 3.4. Approved Reserves. “Approved Reserves” means the amount of cash approved by Owner to be held by Manager in the Course Accounts for future operation of the Course, but in no event will the amount be less than Fifty Thousand Dollars (\$50,000).

4. ADVANCES FROM OWNER. If, at any time prior to the effective date of termination or expiration of this Agreement, the Revenues from the operation of the Course are not sufficient to pay the Expenses as they become due, Owner must immediately advance to the Course Accounts the amount of cash necessary to meet such obligations (such amount being referred to as an “Advance”). Owner acknowledges that Manager will not be obligated to advance any of its own funds to, or for the account of, the Owner or incur any liability, unless the Owner has furnished Manager with funds necessary for the full discharge thereof.

5. ACCOUNTS. Manager will maintain one or more separate accounts in the name of Owner (collectively referred to as “Course Accounts”) at one or more commercial banks. Owner and Manager agree that the City Finance Director or other Owner designee, as well as individuals designated by Manager and approved by Owner, will be signatories on the Course Accounts and that Owner will not change the signatories of the Course Accounts or close the Course Accounts without the prior written consent of Manager. All Revenues and Approved Reserves will be deposited by Manager and held in the Course Accounts, and Manager will pay Expenses from Course Accounts. Manager will account to Owner for Course Accounts in accordance with this Agreement. Manager will not commingle Revenues and Approved Reserves with other money or accounts, and will not take any money or property from the Course Accounts or from the Course except to pay Expenses as set forth in this Agreement. Manager will not purchase goods or services from an entity affiliated with Manager unless such purchase is on terms reasonably competitive with terms available from non-affiliated sources.

6. MANAGEMENT FEES. In exchange for services rendered by Manager under this Agreement, Manager will be paid from Course Accounts: (a) all Expenses paid by Manager from Manager’s accounts and not Course Accounts in connection with the operation of the Course; and (b) a Base Management Fee. If, on any date, the Course Accounts contain insufficient funds to pay Manager the foregoing amounts owing, the Owner must immediately make an Advance to cover the shortfall. If Owner fails to make such Advance prior to the date any such amounts are owing to Manager, the amount owed to Manager will bear interest at the rate of one percent (1%) per month until paid in full.
 - 6.1. Base Management Fee. The “Base Management Fee” will be Six Thousand Dollars (\$6,000) per month (as adjusted annually, the “Minimum Base Fee”). Manager will be paid the Minimum Base Fee on the first day of each month of the Term and any renewal hereof. Beginning on January 1, 2022 and on January 1st of each year thereafter, the Minimum Base Fee will increase by three percent (3%) per year. On the first anniversary of the Effective Date and on each anniversary thereafter during the Term, the parties will calculate a variable rate equivalent to 10% of the monthly Operating Revenues (“Variable Base Fee”) for the preceding twelve (12) months. If the Variable Base Fee for the preceding twelve (12) months is greater than the Minimum Base Fee over the same time period, Manager will be paid the difference within thirty (30) days.

If the Variable Base Fee for the preceding twelve (12) months is less than the Minimum Base Fee, Manager will not be entitled to any additional Base Management Fees for the preceding year.

7. ACCOUNTING. Manager will maintain books and records relating to the business activities of the Course in accordance with generally accepted accounting principles and separate from its other books and records. Manager will prepare an opening balance sheet listing assets and liabilities used or incurred in the operation of the Course. Thereafter, Manager will have monthly financial statements prepared which will include unaudited balance sheets and income statements (each month's records will be referred to separately as the "Monthly Financial Statements") prepared as if the operation of the Course is a business entity separate from Manager and Owner. Manager will deliver a copy of the preceding month's Monthly Financial Statements within thirty (30) days after the end of that month, except where circumstances beyond the reasonable control of Manager delay delivery of such statements. In addition, Manager will deliver to Owner, not later than March 1st of each calendar year during the Term of this Agreement or any renewal thereof, a copy of yearend financial statements for the Course for the preceding calendar year. At any time during the Term of this Agreement, upon two (2) business days advanced notice and during normal business hours of operation, and for twelve (12) months after the Term of this Agreement, Owner will be entitled to inspect the books and records of the Course, and Owner may conduct an audit of the Course, all Monthly Financial Statements and all annual financial statements, provided that any expense incurred by Owner in conducting an inspection or audit will be borne by Owner. The accounting services to be provided by Manager under this Agreement do not include preparation of state or federal income tax filings or audited financial statements, but Manager will provide the balance sheets, income statements and depreciation schedules necessary for a third party to prepare income tax filings. Further, Manager will prepare sales and use tax returns and personal property tax returns for the Course.

8. DEFAULT.

8.1. Events of Default. Any one or more of the following events will, unless cured within the specified cure period, constitute an event of default of this Agreement ("Default"):

8.1.1. Either party's failure to timely pay any sums payable pursuant to this Agreement when and as the same become due, including Owner's failure to timely make Advances as required by Section 4, which non-payment remains uncured for a period of five (5) days after written notice thereof from the other party to the defaulting party;

8.1.2. A discontinuance by either party of its business, filing of a bankruptcy petition, or any other action relating to the insolvency of either party; or

- 8.1.3. A material breach of any material term or provision of this Agreement by either party, which remains uncured sixty (60) days after written notice thereof from the other party to the defaulting party or such longer period of time as may be reasonably required to cure such breach, provided that the defaulting party promptly commences to remedy such breach within the sixty (60) day cure period and thereafter continues diligently to complete such cure.
- 8.2. Owner's Remedies. In the event of a Default by Manager, Owner may terminate this Agreement upon expiration of the specified cure period by delivering to Manager written notice of its election to terminate the Agreement, provided that Manager has not timely cured the Default. In such event, Owner will pay Manager all amounts owed to Manager prior to submitting written notification of termination.
- 8.3. Manager's Remedies. In the event of Default by Owner, Manager may terminate this Agreement upon expiration of the specified cure period by delivering to Owner written notice of its election to terminate the Agreement. In such event, Owner will pay to Manager due to Manager to the date of termination. In such event, Owner will pay to Manager an amount equal to the total unpaid Management Fees that Manager would have earned had the Agreement remained in effect until the end of the Term.
- 8.4. Remedies Not Exclusive. No remedy granted to Owner or Manager is intended to be exclusive of any other remedy provided herein or by law, but each will be cumulative and will be in addition to every other remedy given herein or existing at law or in equity, subject to Section 23 below.
9. TERMINATION OR EXPIRATION OF AGREEMENT. Upon termination or expiration of this Agreement, the parties will take the following actions no later than the effective date of such termination or expiration:
- 9.1. Transfer of Course and Property. Manager will vacate and surrender the Course to Owner and transfer to Owner possession of all property belonging to the Course or Owner, including, but not limited to, cash in the Course Accounts; accounts receivable and other receivables; inventories of merchandise, food, beverages and supplies; equipment, furniture and fixtures; prepaid accounts and deposits; contract rights; trade names; licenses and permits; and Course books and records (collectively, the "Property").
- 9.2. Liabilities to be Assumed. Owner will assume and agree in writing to indemnify Manager against all obligations and liabilities relating to the Course, other than contingent tort liabilities which result from the intentional wrongdoing or gross negligence of Manager. Liabilities which Owner assumes, or against which Owner must

indemnify Manager, will include all debts and other contractual obligations arising out of the operation of the Course.

9.3. Payment. All sums owed by either party to the other pursuant to this Agreement will be paid within thirty (30) days of the effective date of termination or expiration of this Agreement.

9.4. Employees. Unless specifically agreed to in writing by Manager, for a period of one (1) year after termination of this Agreement, Owner hereby agrees, warrants and represents that Owner will not employ any general manager, golf professional, golf course superintendent, or food and beverage manager who was employed by Manager as an employee of the Course at any time during the Term of this Agreement, unless such employee was a current employee of the Course immediately prior to the Effective Date.

9.5. Survivability. The provisions of this Section 9 will survive the termination or expiration of this Agreement.

10. INDEMNITY.

10.1. Obligations of the Course. All obligations and costs to defend all disputed claims arising out of or resulting from Manager's activities conducted in connection with or incidental to this Agreement will be paid as an Expense of the Course. Manager will keep Owner advised of any such matters.

10.2. Indemnification by Manager. Manager will indemnify, hold harmless and defend Owner, its members, managers, officers, directors, agents, authorized representatives and employees, from and against all liability for any and all claims, liens, suits, fines, losses, demands or actions for damages, injuries (including death) to persons, property damage (including loss of use), and expenses, including court costs and reasonable attorneys' fees and other reasonable costs, arising out of or resulting from the breach of any representation or warranty by Manager, or from Manager's intentional misconduct or gross negligence in operating the Course.

10.3. Indemnification by Owner. Owner will indemnify, hold harmless and defend Manager, its members, managers, officers, agents, authorized agents, and employees, from and against all liabilities for any and all claims, liens, suits, fines, losses, demands or actions for damages, injuries (including death) to persons, property damage (including loss of use), and expenses, including court costs and attorneys' and consultants' fees and other reasonable costs, arising out of, involving, or resulting from the operation of the Course by Manager (excluding intentional malfeasance or gross negligence by Manager), the breach of any representation or warranty by Owner, any act, omission or neglect of Owner, its agents, contractors, employees or invitees, or a Default by Owner,

or arising out of, involving, or resulting from all liabilities and obligations transferred, assumed or to be assumed by Owner in accordance with Section 9 of this Agreement.

10.4. Limitation of Liability. Notwithstanding anything contained herein to the contrary, the liability of Manager hereunder will be limited to the amount of Management Fees paid hereunder, and in no event will any other assets of Manager or any constituent member or other affiliate of Manager be subject to any claim arising out of or in connection with this Agreement.

10.5. Notice of Claims. Manager and Owner will provide each other with prompt written notice of any event covered by the indemnity provisions of this Agreement and in the event a claim or action is filed, each party may employ attorneys of its own choosing to appear and defend the claim or action on its behalf. Failure to provide such notice, however, will not limit any party's indemnity obligations hereunder.

11. INSURANCE. As an Expense of the Course, Manager will obtain insurance of the types and in the amounts set forth below from an underwriter(s) licensed to do business in the state in which the Course is located. Manager will furnish certificates of insurance to Owner evidencing the required insurance on or before the Effective Date or the Insurance Coverage Date (defined below), as applicable, and thereafter will furnish new certificates upon request.

11.1. Type and Amount of Insurance. The type and minimum amount of insurance to be obtained by Manager in the name of and/or on behalf of the Course will be:

11.1.1. Worker's Compensation in the minimum amount required by law and Employer's Liability with limits not less than \$100,000/\$500,000/\$100,000, with a waiver of subrogation in favor of Owner and the policy endorsed to name Owner as an alternate employer.

11.1.2. Commercial General Liability to include coverage for the following: (a) Premises/Operations; (b) Independent Contractors; (c) Personal Injury; (d) Liquor Liability; and (e) Products/Completed Operations. Such coverage must be maintained in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Manager will be named as an additional insured on a primary and non-contributory basis, and the policy will have a waiver of subrogation in favor of Manager.

11.1.3. Crime/Employee Dishonesty Insurance covering all employees and officers having access to money collected in an amount sufficient to protect against loss of the largest dollar amount in the control or possession of an employee at any given time, but in no event less than \$25,000 per occurrence.

11.1.4. Property Insurance on special form, replacement cost and agreed amount basis on all real and personal property and contractors and maintenance equipment. Such coverage will also include equipment breakdown, including spoilage.

11.1.5. Comprehensive Automobile Liability to include coverage for the following: (a) Owned/Leased Automobiles; (b) Non-owned Automobiles; and (c) Hired Cars. Such coverage must be maintained in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, with Manager named as an additional insured.

11.1.6. Commercial Umbrella Liability with no less than \$5,000,000 limit.

11.1.7. Additional Insurance Requirements. With respect to the above-described insurance, the policies shall provide for thirty (30) days' written notice of any material change, termination or cancellation to Owner. Further, the policies procured in the name of and/or on behalf of the Course will provide primary and non-contributory coverage for all losses and damages covered thereby.

11.2. Insurance Coverage Date. Manager's obligation to procure the insurance coverages required by Sections 11.1.2., 11.1.4, 11.1.5. and 11.1.6. shall not become effective until the later of the following to occur: (i) 30 days following the Effective Date, or (ii) within 21 days following Manager's receipt from Owner of all information reasonably requested by Manager related to the Course's insurance coverage and loss history prior to the Effective Date (the "Insurance Coverage Date"). Prior to the Insurance Coverage Date, Owner will be responsible for providing the coverages required by Sections 11.1.2., 11.1.4., 11.1.5, and 11.1.6. and Manager shall have no obligation to ensure the adequacy of such coverage.

11.3. Covenant of Cooperation. Manager will provide Owner with prompt written notice of any material damage, loss or injuries suffered at the Course, significant complaints, whether written or otherwise, about the Course or its management, and actual or anticipated disputes with or claims by third parties, including, but not limited to, adjacent landowners. Manager further covenants to cooperate with Owner in resolving any such complaints, disputes or claims and Owner covenants to cooperate with Manager in resolving any such complaints, disputes or claims.

12. OWNER'S REPRESENTATIONS AND WARRANTIES. To induce Manager to enter into this Agreement, Owner makes the following representations and warranties to Manager:

12.1. Each of the Recitals set forth in this Agreement is true and correct.

12.2. Owner is the lessee the Course pursuant to a Lease Agreement with the Lessor Hall County Airport Authority.

12.3. Owner has power and authority and all legal rights to enter into and perform this Agreement. The individual executing this Agreement on behalf of Owner has the authority to do so and to so legally bind the Owner. This Agreement, when duly authorized, executed and delivered by the parties hereto, will create a valid and binding obligation on the part of Owner, enforceable against Owner in accordance with its terms.

12.4. Except as previously disclosed in writing to Manager, there are no actions, suits or proceedings pending or, to the knowledge of Owner, threatened against Owner or affecting Owner, the Course or any of Owner's assets, properties or rights, at law or in equity, by or before any court, arbitrator, administrative or governmental body or other person. Except as previously disclosed in writing to Manager, Owner is not in violation or default with respect to any applicable law or regulation which affects the Course or the condition (financial or otherwise) of the Owner and the Course fully complies with all applicable federal, state and local laws, ordinances, regulations, orders and directives.

12.5. Except as provided herein, Owner has not granted to any person or entity not a party to this Agreement any rights of use or occupancy of the Course, or any part or portion thereof, including but not limited to any leasehold rights or interests.

12.6. The Course is adequate and in sufficiently good condition for Manager to operate a golf course, pro shop, clubhouse and other services contemplated by the terms of this Agreement. The Course has all water and utility hook-ups necessary to operate the golf course, pro shop, clubhouse and other services contemplated by the terms of this Agreement.

13. MANAGER'S REPRESENTATIONS AND WARRANTIES. To induce Owner to enter into this Agreement, Manager makes the following representations and warranties to Owner:

13.1. Each of the Recitals set forth in this Agreement is true and correct.

13.2. Manager is a duly organized and validly existing limited liability company in good standing under the laws of the State of Nebraska and is duly qualified to do business in the state in which the Course is located.

13.3. Manager has the full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein and contemplated by this Agreement. The individual executing this Agreement on behalf of Manager has the authority to do so and to so legally bind the Manager. This Agreement, when duly authorized, executed and delivered by the parties hereto, will create a valid and binding

obligation on the part of Manager, enforceable against Manager in accordance with its terms.

13.4. During the Term and any renewal thereof, Manager shall not own nor contract to manage or operate a public or daily fee golf course located within 30 miles of the Course.

14. ENVIRONMENTAL INDEMNITY. Owner agrees to indemnify, defend and hold harmless Manager from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term of this Agreement or in connection with the presence or suspected presence of Hazardous Substance (as defined below) in or on the Course, unless the Hazardous Substance is present solely as the result of the gross negligence or willful misconduct of Manager or Manager's employees. Without limitation of the foregoing, this indemnification will include any and all costs incurred between investigation of the site through the time of completion of any clean-up, removal or restoration mandated by a federal, state or local agency or political subdivision, unless the Hazardous Substance is present solely as a result of the gross negligence or willful misconduct of Manager or Manager's employees. This indemnification will specifically include any and all costs due to Hazardous Substance which flows, diffuses, migrates or percolates into, onto or under the Course after the Agreement Term commences. As used herein, "Hazardous Substance" means any substance which is toxic, ignitable, reactive or corrosive and/or which is regulated by any local government, the state in which the Course is located or the United States Government. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste," "extremely hazardous waste," or "hazardous substance," pursuant to state, federal or local governmental law and includes, but is not limited to, asbestos, radon, PCBs and petroleum and petroleum-containing products. This provision will survive the termination of this Agreement.

15. RELATIONSHIP OF THE PARTIES. The relationship between Owner and Manager will be and at all times remains that of owner and independent contractor, respectively. Neither Owner nor Manager will be construed or held to be a partner, limited partner, associate or agent of the other, or be joint venturers with one another. Neither Owner nor Manager will be authorized by the other to contract any debt, liability or obligation for or on behalf of the other except as specifically provided for herein.

16. NOTICES. Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement must be in writing and will be deemed delivered (i) upon personal delivery, (ii) upon mailing thereof when properly addressed and deposited in the United State Mail, first class postage prepaid, registered or certified mail, return receipt requested, (ii) when properly addressed upon deposit with Federal Express, Express Mail or other trackable overnight courier service, or (iv) when sent by email if receipt of the email

content can be confirmed, with time of receipt being the uniform time the email enters the information processing system that the recipient has designated or uses for the purpose of receiving email. Notices will be properly addressed if addressed to the parties as follows:

If to Owner: City of Grand Island
Attn: City Administrator
P.O. Box 1968
Grand Island, NE 68802

If to Manager: Landscapes Golf Management,
LLC
Attn: Tom Everett, Manager
1201 Aries Drive
Lincoln, NE 68512

The addresses for notices may be changed by written notice given to the other party as provided above.

17. GENERAL TERMS.

- 17.1. Further Acts. Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein.
- 17.2. Section Headings. The various section, subsection, paragraph, subparagraph and clause headings in this Agreement are for convenience and reference only and in no way define, limit, extend or interpret the scope or interpretation of this Agreement or of any particular section, subsection, paragraph, subparagraph and clause contained herein.
- 17.3. Interpretation. Unless the context requires otherwise, words used in the singular number include the plural and vice-versa.
- 17.4. Amendments and Waivers. This Agreement can be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement must be made in writing executed by the party who could demand fulfillment of such waived provision.
- 17.5. Dispute Resolution.
- 17.5.1. Owner and Manager are fully committed to working with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Owner and Manager will first attempt to resolve such disputes or

disagreements through discussions between senior representatives of Owner and Manager. Upon the request of either party, such representatives will meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

17.5.2. If a meeting between the senior representatives does not result in a resolution satisfactory to both parties, Owner and Manager agree that the parties will attempt to resolve their dispute through use of a mediator. If the parties are unable to successfully resolve their dispute through mediation or cannot agree upon a mediator then either party may commence an action in the Nebraska state courts.

17.6. Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Owner nor Manager will be liable to the other for any special, consequential or exemplary damages or losses of any kind, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including, but not limited to, losses of use, profits, business, reputation, or financing.

17.7. Assignment. Neither party can assign this Agreement or its rights, duties and obligations hereunder without the prior written consent of the other party, which consent must not be unreasonably withheld.

17.8. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.9. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Nebraska.

17.10. Counterparts; Electronic Signatures. This Agreement and all amendments and supplements to it may be executed by the parties in separate counterparts and by facsimile transmission or electronic transmission in PDF format, each of which when so executed and delivered shall be an original, and all such counterparts and facsimile or electronic copies shall together constitute one and the same instrument.

17.11. Severability. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless will remain in full force and effect. The illegal or unenforceable provision or provisions will be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

- 17.12. Entire Agreement. This Agreement (together with any attached exhibits) constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, restrictions, representations or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.
- 17.13. Outside Businesses. Nothing contained in this Agreement will be construed to restrict or prevent, in any manner, any party or any party's affiliates, parent companies, or representatives or principals from engaging in any other businesses or investments, nor will Owner or Manager have any right to share or participate in any such other businesses or investments.
- 17.14. Approvals. Any consent or approval referred to herein (by whatever words used) of either party must not be unreasonably withheld, delayed or conditioned, and neither party may seek or obtain any payment as a condition therefor. In the event that either party refuses to give its consent or approval to any request by the other, such refusing party must indicate by written notice to the other the reason for such refusal.
- 17.15. No Third-Party Beneficiaries. Nothing herein contained will be deemed to establish any rights of third parties against the parties hereto, it being the intent that the rights and obligations set forth herein are those of the parties hereto alone, with no third party beneficiary rights intended.
- 17.16. Survival. All covenants, agreements, representations, and warranties made herein will survive the execution and delivery of (i) this Agreement, and (ii) all other documents and instruments to be executed and delivered in accordance herewith, and will continue in full force and effect during the Term of this Agreement.
- 17.17. Force Majeure. The provisions of this Section 17.17. will be applicable if there occurs during the Term any (i) strikes, lockouts, or labor disputes, (ii) inability to obtain materials or reasonable substitutes therefore, (iii) acts of God, governmental restrictions, regulations, or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty, or (iv) other conditions similar to those enumerated in this section beyond the reasonable control of the party obligated to perform. If either party, as a result of any of the above-described events, fails punctually to perform any obligation on its part to be performed under this Agreement (an "Unavoidable Delay"), then, upon written notice to the other, within thirty (30) days of such Unavoidable Delay, such failure will be excused and not be a breach of this Agreement by the party claiming the Unavoidable Delay, but only to the extent occasioned by such Unavoidable Delay. If any right or option of either party to take any action under or with respect to the Term is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date will be deemed to

be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable Delay. Notwithstanding anything contained herein to the contrary, the provisions of this section will not be applicable to either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

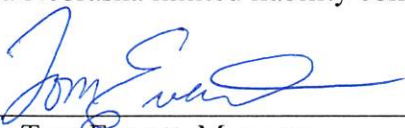
City of Grand Island, a Municipal Corporation and Political Subdivision of the State of Nebraska

By: _____
Roger G. Steele, Mayor

[Attest]

RaNae Edwards, City Clerk

LANDSCAPES GOLF MANGEMENT,
LLC, a Nebraska limited liability company

By:  _____
Tom Everett, Manager

Approved by _____
Stacy Nonhof
Interim City Attorney

RESOLUTION 2020-316

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for Management of Jackrabbit Run Golf Course; and

WHEREAS, on September 2, 2020 one (1) request for proposal was received; and

WHEREAS, Landscapes Golf Management from Lincoln, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals; and

WHEREAS, the Contract has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Landscapes Golf Management from Lincoln, Nebraska for Management of Jackrabbit Run Golf Course, is hereby accepted and approved as the lowest responsive proposal submitted, and that the contract by and between the City and the Vendor be and hereby is approved, and the Mayor is authorized to sign such contract on behalf of the City.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 23, 2020	☐ City Attorney



City of Grand Island

Tuesday, November 24, 2020

Council Session

Item J-1

Approving Payment of Claims for the Period of November 11, 2020 through November 24, 2020

The Claims for the period of November 11, 2020 through November 24, 2020 for a total amount of \$3,365,924.31. A MOTION is in order.

Staff Contact: Patrick Brown