



City of Grand Island

Tuesday, December 8, 2020

Council Session

Item G-7

#2020-322 - Approving Continuation of Sanitary Sewer District No. 545; Parkview Subdivision

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: December 8, 2020

Subject: Approving Continuation of Sanitary Sewer District No. 545; Parkview Subdivision

Presenter(s): John Collins, Public Works Director

Background

Three (3) property owners petitioned for creation of a sanitary sewer district on the south side of Pioneer Boulevard, east of Blaine Street due to failing septic systems. As a Councilmember requested this matter be resolved quickly it was given priority and presented to City Council at their October 13, 2020 meeting, with approval of Ordinance No. 9794, creating Sanitary Sewer District No. 545; Pioneer Subdivision. Legal notice of the creation of the District was published in the *Grand Island Independent* on October 19, 2020, with notification being mailed to all involved property owners.

The boundary for Sanitary Sewer District No. 545; Parkview Subdivision was selected to serve an area previously unserved that is located north of Mill River Road, east of South Blaine Street. The district boundary would eliminate approximately eight (8) septic tanks and provide sanitary sewer service to sixteen (16) lots. There is a portion of this area with multiple lots, parcels, and vacated streets inclusive to a community building that will be served as one (1) lot.

For all new developments the City requires the developer to install sanitary sewer, where in older sections of the City or areas that have been annexed from Hall County sanitary sewer isn't always available. In these cases some properties are in close proximity to a sanitary sewer district and allowed to connect outside of such, with a fee assessed for the connection. This fee is then applied to any future district assessment the property would become involved in, with a signed agreement between the property owner and the City at the time of the connection that they cannot protest any future district and will pay the difference of the tap fee to the assessment of their district. The sanitary sewer agreement signed by the property owner at the time of such connection carries with the property through filing of the Sanitary Sewer Connection Agreement with Hall County Register of Deeds. This ensures costs stay with the property owners rather than the rate payers.

In past the City has allowed dubious connections for property owners that urgently needed service (without which they would incur significant costs) on the condition they agree not to protest a future district. This is required so that those with service **cannot prevent their neighbors from getting service** when they urgently need it (thereby requiring them to pay the onsite septic system charges the initial property owners avoided). When these connections are allowed there are some costs passed to the rate payers, further increased if they are exempted from district assessments. Note that these types of service connections accelerate the degradation of the system, reduce capacity by increasing infiltration of ground water, structurally compromise the infrastructure, and

increase the probability of blockages and sanitary sewer overflows. This is one of the primary reasons for many of the manhole and pipe repairs; it is one of the primary factors the Northeast Interceptor failed before achieving 35 years of service rather than the typical 80. Improper connections also increase the need and cost of maintenance as these connections snag materials and interfere with flushing equipment.

Several property owners already benefitting from service without assessment have violated their agreement and protested directly to Councilmembers and Administration. These agreements are attached for reference.

At any point in time in any unserved area there are property owners that urgently need service and those that will not need it until later. The City's goal is not to push for either side, but to facilitate the district process. This often involves mediating between the two mutually exclusive options. Agreements prohibiting protests are common place. This was the case for the last district continued by Council (Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivision) where the Westwood Park Subdivision, dated March 28, 1978, and filed as Instrument No. 78-002723, stated *"....Further, the Subdividers agree not to protest any sanitary sewer or water main districts within said subdivision., the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdividers have not performed such conditions."*

Discussion

The district completed the 30-day protest period at 5:00 p.m., Monday, November 23, 2020. There were eight (8) valid protests filed against this District by affected property owners. These owners represent 854.40 front feet, or 19.36% of the total District frontage of 4,412.35 feet.

The Public Works Department recommends that the assessments for the district be spread equally across the lots in the district with a ten (10) year repayment schedule. The estimated assessment per parcel is currently \$160-210 per front foot of each lot.

Alternatives

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

1. Approve the continuation of Sanitary Sewer District 545.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the continuation of Sanitary Sewer District 545; Parkview Subdivision.

Sample Motion

Move to approve the continuation of Sanitary Sewer District 545; Parkview Subdivision.

SANITARY SEWER LICENSE AGREEMENT

90-106366

THIS AGREEMENT entered into between the City of Grand Island, Nebraska, hereinafter called the "City", and Madelyn A. Smith, of Alton, New Hampshire, hereinafter referred to as the "Licensee".

WITNESSETH:

WHEREAS, the Licensee desires to connect the property described as:

Lot One (1) in Block "E" in Park View Subdivision, located in the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-nine (29) and the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28) in Township Eleven (11) North of Range Nine (9) West of the 6th P.M., Hall County, Nebraska,

More commonly known as 2419 Pioneer Boulevard, Grand Island, Nebraska.

WHEREAS, this Council will permit private sanitary sewer lines to connect directly to Interceptor Lines, subject to certain conditions being met by the Licensee:

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

1. The City hereby grants to the Licensee a license to connect the property at 2419 Pioneer Boulevard, Grand Island, Hall County, Nebraska to Interceptor Sanitary Sewer Line D - 1 which is located in the City's utility easement along the south side of Block E, Parkview Subdivision, such connection to be inspected and approved by the City's Department of Public Works.

2. The sanitary sewer service line constructed and maintained by the Licensee shall be and remain the property of the Licensee and in no event shall the City be required to maintain said line.

3. The Licensee shall obtain permission to install said sanitary sewer line from the owners of all tracts across which said line will run prior to beginning installation.

4. If the construction or maintenance of the Licensee's private sanitary sewer service line and connection to the City's Interceptor line requires the excavation of dirt, removal of hardsurfacing, or any other disruption of the surface of the City's utility easement, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area. The Licensee shall obtain all necessary permits and comply with the City requirements for excavations and surfacing when doing any such work in said easement.

5. It is understood by the Licensee that the connection fee is \$3.50 per front foot x 158.8 feet, or \$555.80, payable to the City upon connection. It is further understood by the Licensee that all plumber's fees and sewer tap fees are her own expense.

6. It is understood by and between the parties that the connection fee stated in paragraph 4 is not an assessment but will be credited to a future assessment in the event that a sanitary sewer main is constructed to serve this area at some time in the future.

7. The Licensee hereby waives the right to protest the creation of any sanitary sewer district to serve this area.

8. It is understood and agreed that the Licensee can construct and maintain and connect her private sanitary sewer service line to the City's Interceptor line in the Parkview Subdivision, at her own risk. The Licensee hereby waives any claim for damages against the City, its officers, agents, employees, and independent contractors for any damage or injury that may result to said private line being connected to the City's Interceptor line in said easement. The Licensee agrees to remove the private line connection at any time such removal is necessary in order for the City to provide public services in the area, such as the construction of a collector sewer main, or the installation, repair, or maintenance of other utilities in the City's utility easement.

9. The Licensee shall indemnify and hold harmless the City from and against any and all loss and damage, claims, demands, suits, liabilities, and payments in contract or tort resulting from or as a result of the Licensee's use of the Interceptor sanitary sewer line in the City's easement area for the connection of a private sewer.

10. This license agreement shall take effect immediately upon the date of the execution of this agreement by both parties and shall continue for an indefinite term; provided, that either party may terminate this agreement at any time by giving the other party ninety days written notice to the other. If the City should require the termination of this agreement, the Licensee shall be required to extend sanitary sewer service to her building in another satisfactory manner without cost to the City.

11. This agreement shall be binding upon the parties hereto, their successors and assigns.

WITNESS our signatures the dates below written.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation

Dated: 11-4-90

By: Chuck Baasch
Chuck Baasch, Mayor

Attest: Muritta Czaplowski
Muritta Czaplowski,
City Clerk

LICENSEE

Dated: 11-1-90

Madelyn A. Smith
Madelyn A. Smith

Smith License Agreement
October 29, 1990
Page 3 of 3

90— 106366

STATE OF NH)
COUNTY OF BELKNAP) SS

On this 1st day of November, 1990, the above Sanitary Sewer License Agreement was acknowledged before me by Madelyn A. Smith.


Notary Public

PATRICIA S. PALMER, Notary Public
My Commission Expires June 10, 1992

21

Entered as Document No.
90-106366
Numerical 8

STATE OF ALASKA)
COUNTY OF HILL)

90 NOV 7 AM 10 29

James Smith
REC'D DEEDS

CASH 15.50
CHECK _____

James Smith

REMOVED
CASH _____
CHECK _____

*City Clerk
Oct 17 1968
Grand Island, Neb
68802*

Entered As Instrument No
0200304954

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2003 APR 22 PM 2 34

Kathy Traneck
REG. OF DEEDS

200304954

CASH 20.50
CHECK _____

REFUNDS:
CASH _____
CHECK _____

Return to:
Larry Cornelius, Sr. Eng. Tech.
Public Works Department
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

PUBLIC SEWER CONNECTION PERMIT

This Public Sewer Connection Permit is made by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, herein referred to as the "Permitor" and MICHELLE KOHLHOF, hereinafter referred to as the "Permittee."

WITNESSETH:

WIIEREAS, the Permittee desires to connect to the Southeast Interceptor, (D-1), a tract of land comprising of a part of Lot Five (5) Block E, Parkview Subdivision in Grand Island, Hall County, Nebraska.

WHEREAS, the City will permit sanitary sewer lines to connect directly to interceptor lines and manholes, subject to certain conditions being met by the Permittee.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

1. The City hereby grants to the Permittee a permit to connect the property at 2427 Pioneer Boulevard City's Sanitary Sewer Interceptor, Manhole No. 67 in accordance with City of Grand Island Standard Plan 129A, all as shown on the attached drawing dated April 9, 2003, in accordance with the requirements of the Director of Public Works. Such connection is to be inspected and approved by the City Plumbing Inspector.

2. The sanitary sewer service line constructed and maintained by the Permittee shall be and remain the property of the Permittee and in no event shall the City be required to maintain the line.

- 1 -

3. If the construction or maintenance of the Permittee's private sanitary sewer service line and connecting to the City's interceptor line requires the excavation of dirt, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or any other property, the Permittee shall restore the surface of the area to the same condition as it existed immediately prior to the Permittee's work in the area. The Permittee shall obtain all necessary permits and comply with the City requirements for excavations and surfacing when doing any such work in the public right-of-way.

4. It is understood by the Permittee that the connection fee is \$373.80, (\$3.50/front foot x 106.8 feet), payable to the City of Grand Island prior to connection. The City of Grand Island hereby acknowledges payment of said connection fee. It is further understood by the Permittee that all plumber's fees and sewer tap fees are at Permittee's own expense.

5. It is understood by and between the parties that the connection fee stated in Paragraph 4 is not an assessment but will be credited to a future assessment in the event that a sanitary sewer main is constructed to serve this area at some time in the future.

6. The Permittees hereby waive the right to protest the creation of any sanitary sewer district to serve this area.

7. It is understood and agreed that the Permittee can construct, maintain, and connect their private sanitary sewer service line to the City's sewer main at their own risk. The Permittee hereby waives any claim for damages against the City, its officers, agents, employees, and independent contractors for any damage or injury that may result to said private line being connected to the City's sewer main in the public right-of-way. The Permittee agrees to remove the private line connection at any such time as removal is necessary in order for the City to provide public services in the area, such as installation, repair, or maintenance of utilities in the public right-of-way.

8. The Permittee shall indemnify and hold harmless the City from and against any and all loss and damage, claims, demands, suits, liabilities, and payments in contract or tort resulting from or as a result of the Permittee's use of the sewer main in the public right-of-way for the connection of a private sewer.

9. The Public Sewer Connection Permit shall take effect immediately upon the date of the execution of this document by both parties and shall continue for an indefinite term; provided, that either party may terminate this permit at any time by giving the other party ninety (90) days written notice to the other. If the City should require the termination of this permit, the Permittee shall be required to extend sanitary sewer service to said property in another satisfactory manner without cost to the City.

10. This permit shall be binding upon the parties hereto, their successors and assigns.

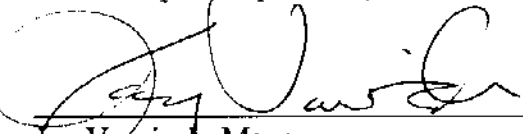
11. CHOICE OF LAWS. This License Agreement shall be construed in accordance with the laws of the State of Nebraska and the City of Grand Island, Nebraska.

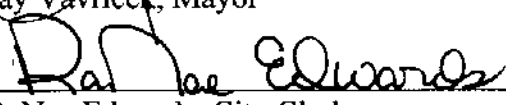
12. CONTENT OF LANGUAGE. Wherever the context of the language in this License Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: April 11, 2003.

PERMITOR:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

BY: 
Jay Vavricek, Mayor

Attest: 
RaNae Edwards, City Clerk

PERMITTEE:

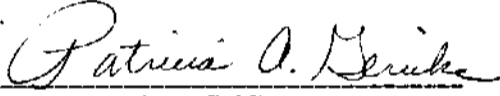
BY: 
Michelle Kohlhof

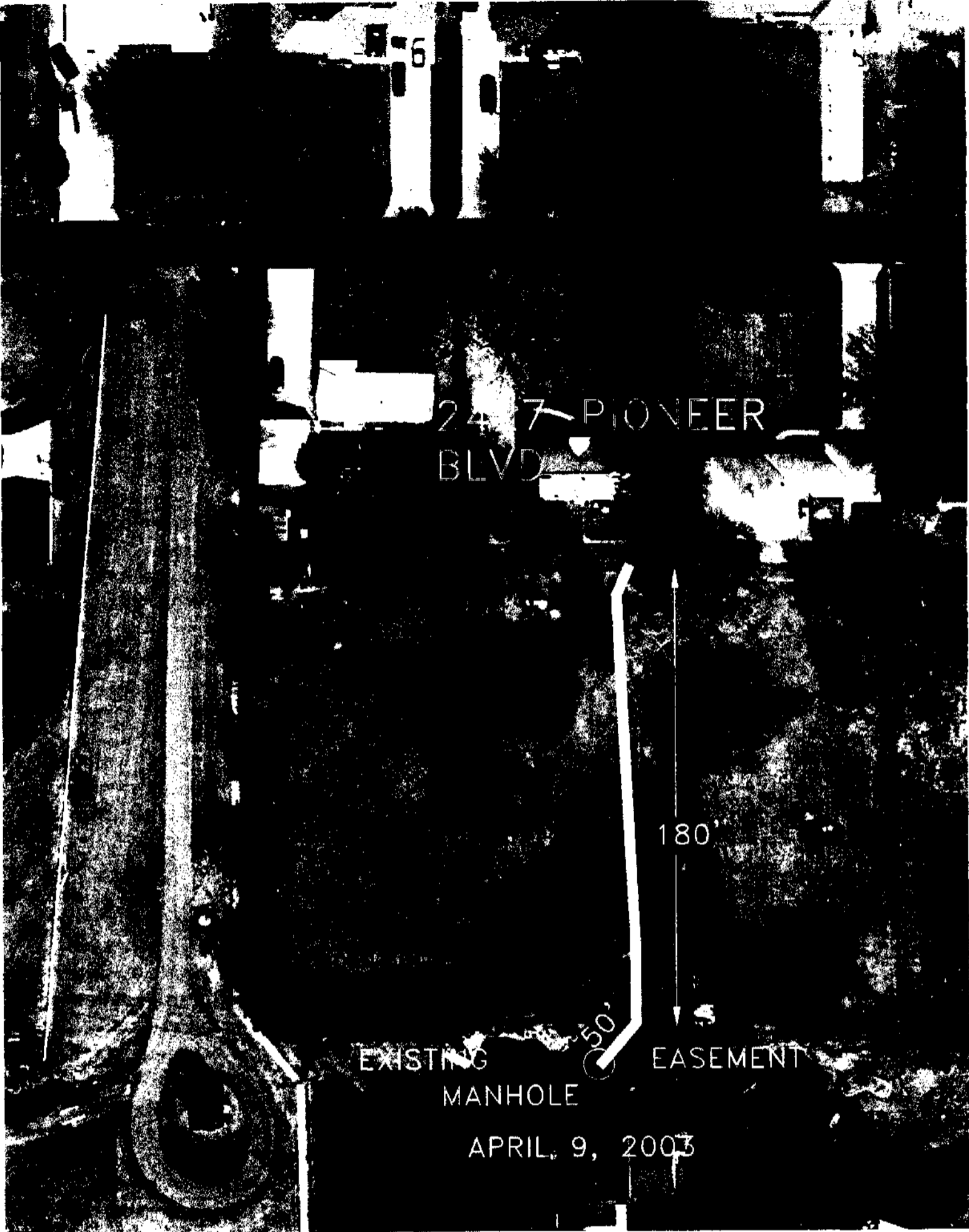
STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this 11th day of April, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michelle Kohlhof, to me known to be the identical person who signed the foregoing Public Sewer Connection Permit and acknowledges 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



200.304954

90-107434

Koenig License Agreement
Page 2 of 3

paragraph 4 is not an assessment but will be credited to a future assessment in the event that a sanitary sewer main is constructed to serve this area at some time in the future.

7. The Licensees hereby waive the right to protest the creation of any sanitary sewer district to serve this area.

8. It is understood and agreed that the Licensees can construct and maintain and connect their private sanitary sewer service line to the City's Interceptor line in the Parkview Subdivision, at their own risk. The Licensees hereby waive any claim for damages against the City, its officers, agents, employees, and independent contractors for any damage or injury that may result to said private line being connected to the City's Interceptor line in said easement. The Licensees agree to remove the private line connection at any time such removal is necessary in order for the City to provide public services in the area, such as the construction of a collector sewer main, or the installation, repair, or maintenance of other utilities in the City's utility easement.

9. The Licensees shall indemnify and hold harmless the City from and against any and all loss and damage, claims, demands, suits, liabilities, and payments in contract or tort resulting from or as a result of the Licensees' use of the Interceptor sanitary sewer line in the City's easement area for the connection of a private sewer.

10. This license agreement shall take effect immediately upon the date of the execution of this agreement by both parties and shall continue for an indefinite term; provided, that either party may terminate this agreement at any time by giving the other party ninety days written notice to the other. If the City should require the termination of this agreement, the Licensees shall be required to extend sanitary sewer service to their building in another satisfactory manner without cost to the City.

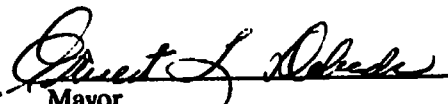
11. This agreement shall be binding upon the parties hereto, their successors and assigns.

WITNESS our signatures the dates below written.


CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation

Dated: 12-26-90

By:


Mayor

Attest:


Muritta Czaplewski, City Clerk

90-107434

Koenig License Agreement
Page 3 of 3

LICENSEES

Dated: 12/31/90

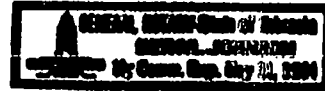
James L Koenig
JAMES L. KOENIG

Beth R Koenig
BETH R. KOENIG

STATE OF NEBRASKA)
COUNTY OF HALL) SS

On this date, the above Sanitary Sewer License Agreement was acknowledged before me by JAMES L. KOENIG and BETH R. KOENIG, Husband and Wife.

Beth R Johnson
Notary Public



15⁵⁰

Entered as Document No.

90-207434

Numerical 8 35

DEC 27 11 11 68

CASH _____

CHECK 15.50

Levitt

REFUNDS _____

CASH _____

CHECK _____

Clerk Office
City of Grand Island
Box 1968

City 68802

Catrina DeLosh

From: Kristi Wold <kristiw@hallcountyne.gov>
Sent: Tuesday, October 27, 2020 10:18 AM
To: Katrina DeLosh
Subject: RE: Instrument No. 90-107434

2503 Pioneer Blvd

Kristi Wold
Hall County Assessor
Register of Deeds
308-385-5050
kristiw@hallcountyne.gov

-----Original Message-----

From: Katrina DeLosh [mailto:catrinad@grand-island.com]
Sent: Tuesday, October 27, 2020 9:49 AM
To: Kristi Wold <kristiw@hallcountyne.gov>
Subject: Instrument No. 90-107434

What address is this tied to?

Thanks,

Catrina

Entered As Instrument No

0200702849

STATE OF NEBRASKA) SS
COUNTY OF HALL)

2007 APR 9 PM 3 48

Kathy Beach
REG OF DEEDS

CASH 26.00

CHECK _____

REFUNDS:

CASH _____

CHECK _____

Return to:
Larry Cornelius, Sr. Eng. Tech.
Public Works Department
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

26.00

PUBLIC SEWER CONNECTION AGREEMENT

This Public Sewer Connection Agreement is made by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, herein referred to as the "City" and Vernon Penas d/b/a PlumBest Inc.; hereinafter referred to as "PlumBest"

WITNESSETH:

WHEREAS, PlumBest desires to connect to Sanitary Sewer Interceptor D-1, a tract of land comprising all of Lot Twelve (12) and the Easterly Sixteen and Eight Tenths feet (16.8') of Lot Thirteen (13), Block "E", Parkview Subdivision, in the City of Grand Island, Hall County, Nebraska.

WHEREAS, the City will permit sanitary sewer lines to connect directly to interceptor lines and manholes, subject to certain conditions being met by PlumBest.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

1. The City hereby grants to PlumBest a permit to connect the property at 2513 Pioneer Boulevard to the City's sanitary sewer interceptor at Manhole No. 70 as per Standard Plan 129A, all as shown on the attached drawing dated March 28, 2007 in accordance with the requirements of the Director of Public Works. Such connection is to be inspected and approved by the City Plumbing Inspector.

2. The sanitary sewer service line constructed and maintained by PlumBest shall be and remain the property of PlumBest, until the property is sold and in no event shall the City be required to maintain the line.

3. If the construction or maintenance of PlumBest's private sanitary sewer service line and connecting to the City's interceptor line requires the excavation of dirt, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or any other property, PlumBest shall restore the surface of the area to the same condition as it existed immediately prior to PlumBest's work in the area. PlumBest shall obtain all necessary permits and comply with the City requirements for excavations and surfacing when doing any such work in the public right-of-way.

4. It is understood by PlumBest that the connection fee is Four Hundred Thirty-two and 60/100 Dollars (\$432.60) = (123.6' x \$3.50), payable to the City of Grand Island prior to connection. The City of Grand Island hereby acknowledges payment of said connection fee. It is further understood by PlumBest that all plumber's fees and sewer tap fees are at PlumBest's own expense.

5. It is understood by and between the parties that the connection fee stated in Paragraph 4 is not an assessment but will be credited to a future assessment in the event that a sanitary sewer main is constructed to serve this area at some time in the future.

6. PlumBest hereby waives the right to protest the creation of any sanitary sewer district to serve this area.

7. It is understood and agreed that PlumBest can construct, maintain, and connect their private sanitary sewer service line to the City's sewer main at their own risk. PlumBest hereby waives any claim for damages against the City, its officers, agents, employees, and independent contractors for any damage or injury that may result to said private line being connected to the City's sewer main in the public right-of-way. PlumBest agrees to remove the private line connection at any such time as removal is necessary in order for the City to provide public services in the area, such as installation, repair, or maintenance of utilities in the public right-of-way.

8. PlumBest shall indemnify and hold harmless the City from and against any and all loss and damage, claims, demands, suits, liabilities, and payments in contract or tort resulting from or as a result of PlumBest's use of the sewer main in the public right-of-way for the connection of a private sewer.

9. The Public Sewer Connection Agreement shall take effect immediately upon the date of the execution of this document by both parties and shall continue for an indefinite term; provided, that either party may terminate this agreement at any time by giving the other party ninety (90) days written notice to the other. If the City should require the termination of this agreement, PlumBest shall be required to extend sanitary sewer service to said property in another satisfactory manner without cost to the City.

10. This agreement shall be binding upon the parties hereto, their successors and assigns.

11. This Public Sewer Connection Agreement shall be construed in accordance with the law of the State of Nebraska and the City of Grand Island, Nebraska.

12. Wherever the context of the language in this Public Sewer Connection Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: April 6, 2007.



CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

BY: Margaret Hornady
Margaret Hornady, Mayor

Attest: RaNaee Edwards
RaNaee Edwards, City Clerk

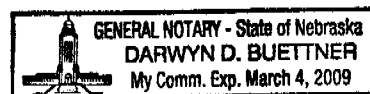
BY: Vernon Penas Plum Best Inc.
Vernon Penas, President
PlumBest Inc.

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

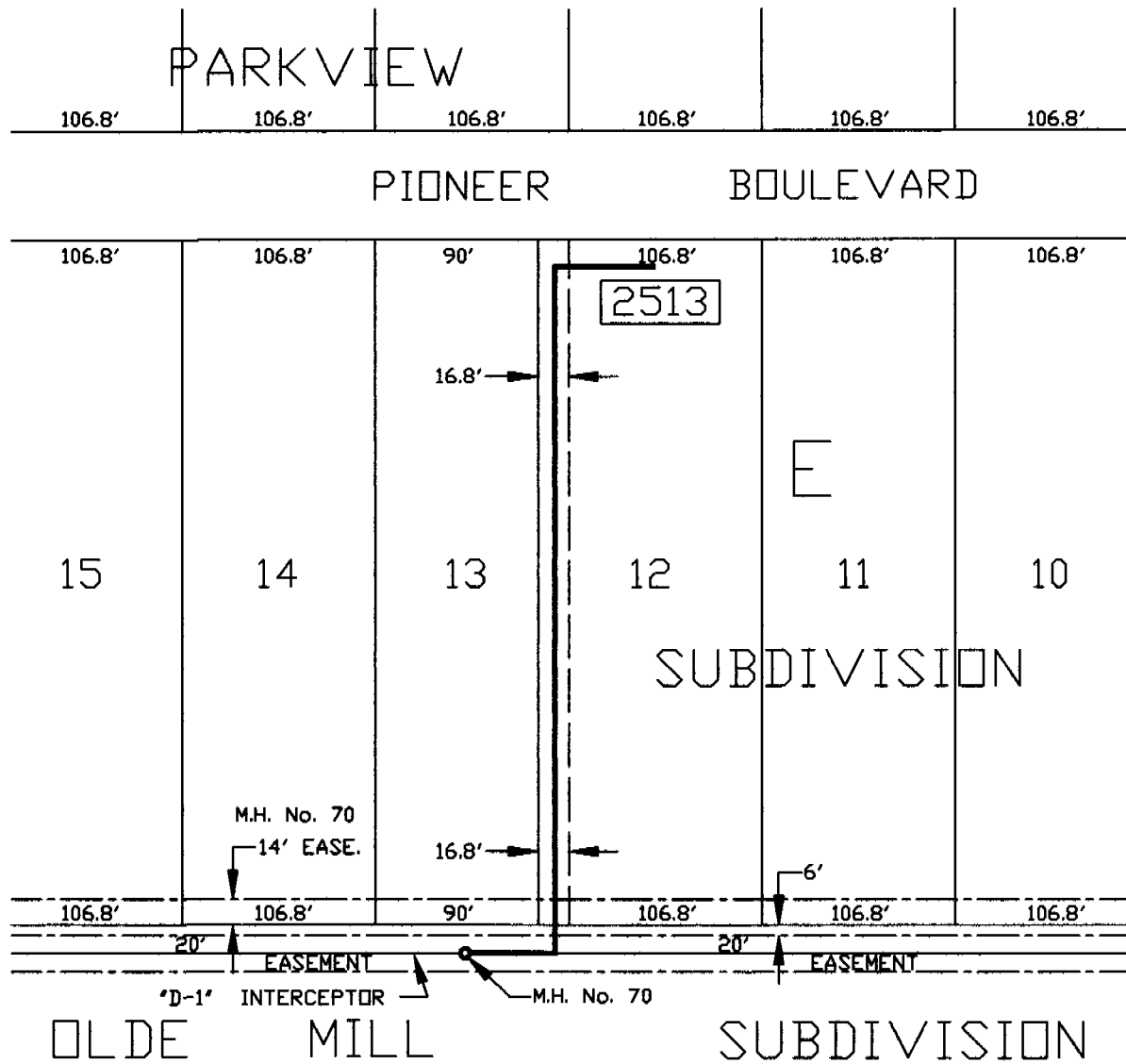
On this 4th day of April, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Vernon Penas, President of PlumBest Inc., to me known to be the identical person who signed the foregoing Public Sewer Connection Agreement and acknowledges the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Darwyn D. Buettner
Notary Public



200702849



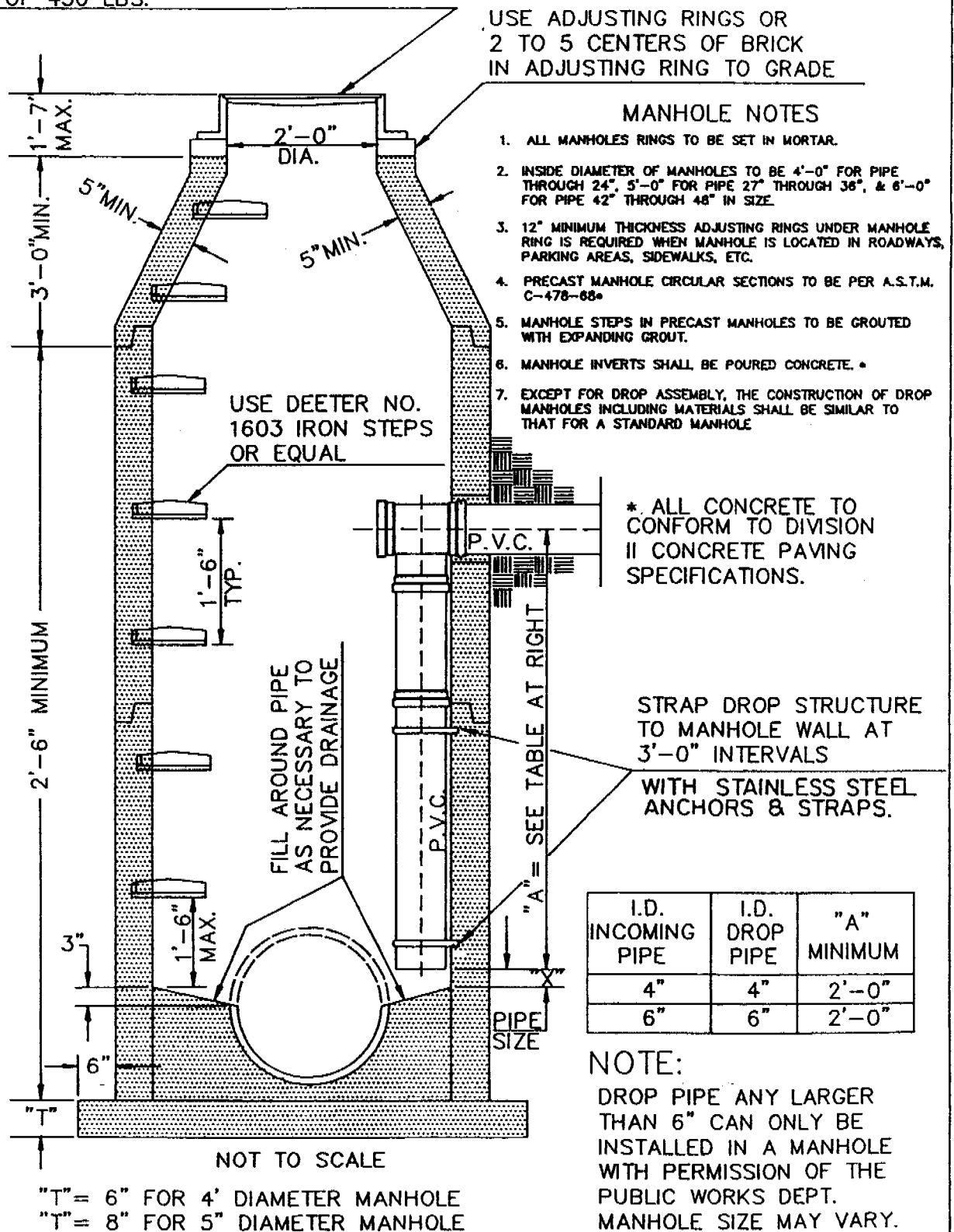
CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 3-28-07
DRN BY: P.E.S.
SCALE: 1"=100'

PENAS PUBLIC SEWER
CONNECTION
AGREEMENT

MANHOLE RING & COVER TO BE DEETER NO. 1030 OR EQUAL, WITH MACHINED EDGES & MINIMUM WEIGHT OF 450 LBS.

SEE STANDARD PLAN NO. 130-A FOR DETAIL OF RING & COVER & PLAN VIEW



CITY OF GRAND ISLAND NEBR.
ENGINEERING DEPARTMENT

DATE: 4-23-91
DRN. BY: P.S.

INSIDE DROP MANHOLE
FOR
PRIVATE SERVICE LINES

PLAN
129-A

SANITARY SEWER LICENSE AGREEMENT

90— 104770

THIS AGREEMENT entered into between the City of Grand Island, Nebraska, hereinafter called the "City", and ROBERT N. MANLEY AND PHYLLIS J. MANLEY, husband and wife, of Grand Island, Nebraska, hereinafter referred to as the "Licensees".

WITNESSETH:

WHEREAS, the Licensees desire to connect the property described as: All of Lot Thirteen (13) in Block E, Parkview Addition, in the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-nine (29) and the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, except the East 16.8 Feet thereof and excepting the Westerly 90 Feet of the Northerly 180 Feet of said Lot Thirteen (13) previously conveyed to the Grantees by Warranty Deed recorded as document #81-00537 of the Deed Records of Hall County, Nebraska.

WHEREAS, this Council will permit private sanitary sewer lines to connect directly to Interceptor Lines, subject to certain conditions being met by the Licensees;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

1. The City hereby grants to the Licensees a license to connect the property at 2515 Pioneer Boulevard to Interceptor Sanitary Sewer Line D-1 which is located in the City's utility easement along the south side of Block E, Parkview Subdivision, such connection to be inspected and approved by the City's Department of Public Works.

2. The sanitary sewer service line constructed and maintained by the Licensees shall be and remain the property of the Licensees and in no event shall the City be required to maintain said line.

3. The Licensees shall obtain permission to install said sanitary sewer line from the owners of all tracts across which said line will run prior to beginning installation.

4. If the construction or maintenance of the Licensees' private sanitary sewer service line and connection to the City's Interceptor line requires the excavation of dirt, removal of hardsurfacing, or any other disruption of the surface of the City's utility easement, the Licensees shall restore the surface of the area to the same condition as it existed immediately prior to the Licensees' work in the area. The Licensees shall obtain all necessary permits and comply with the City requirements for excavations and surfacing when doing any such work in said easement.

5. It is understood by the Licensees that the connection fee is \$3.50 per front foot x 106.8 feet, or \$373.80, payable to the City upon connection. It is further understood by the Licensees that all plumber's fees and sewer tap fees are their own expense.

90- 104770

90-VQ12698

Sanitary Sewer Lic Agmt - City/Manley
August 1, 1990
Page 2 of 3

6. It is understood by and between the parties that the connection fee stated in paragraph 4 is not an assessment but will be credited to a future assessment in the event that a sanitary sewer main is constructed to serve this area at some time in the future.

7. The Licensees hereby waive the right to protest the creation of any sanitary sewer district to serve this area.

8. It is understood and agreed that the Licensees can construct and maintain and connect their private sanitary sewer service line to the City's Interceptor line in the Parkview Subdivision, at their own risk. The Licensees hereby waive any claim for damages against the City, its officers, agents, employees, and independent contractors for any damage or injury that may result to said private line being connected to the City's Interceptor line in said easement. The Licensees agree to remove the private line connection at any time such removal is necessary in order for the City to provide public services in the area, such as the construction of a collector sewer main, or the installation, repair, or maintenance of other utilities in the City's utility easement.

9. The Licensees shall indemnify and hold harmless the City from and against any and all loss and damage, claims, demands, suits, liabilities, and payments in contract or tort resulting from or as a result of the Licensees' use of the Interceptor sanitary sewer line in the City's easement area for the connection of a private sewer.

10. This license agreement shall take effect immediately upon the date of the execution of this agreement by both parties and shall continue for an indefinite term; provided, that either party may terminate this agreement at any time by giving the other party ninety days written notice to the other. If the City should require the termination of this agreement, the Licensees shall be required to extend sanitary sewer service to their building in another satisfactory manner without cost to the City.

11. This agreement shall be binding upon the parties hereto, their successors and assigns.

90- 104770

90-104770-8

Sanitary Sewer Lic Agmt - City/Manley
August 1, 1990
Page 3 of 3

WITNESS our signatures the dates below written.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation

Dated: August 13, 1990

By: Chuck Baasch
Chuck Baasch, Mayor

Attest: Muritta Czaplowski
Muritta Czaplowski,
Acting City Clerk

LICENSEES

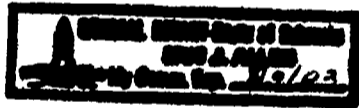
Dated: Aug. 9, 1990

Robert N. Manley
ROBERT N. MANLEY

Phyllis J. Manley
PHYLLIS J. MANLEY

STATE OF NEBRASKA)
COUNTY OF HALL) SS

On this 9 day of August, 1990, the above Sanitary Sewer License Agreement was acknowledged before me by ROBERT N. MANLEY and PHYLLIS J. MANLEY, husband and wife.



Eric J. Allen
Notary Public

Entered as Document No.

90-104770
Numerical 00

STATE OF ILLINOIS
COUNTY OF HALL) SS

199 AUG 20 PM 1 42

[Signature]
REQ. OF DEEDS

15-50

Entered as Document No.

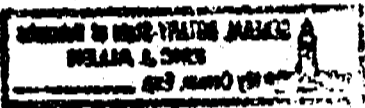
90-104698
Numerical 00

STATE OF ILLINOIS
COUNTY OF HALL) SS

199 AUG 20 PM 10 19

[Signature]
REQ. OF DEEDS

15-50



CASH _____
CHECK 15.50

Mauley

REFUNDS: _____

CASH _____
CHECK _____

Mauley

City Clerk
Box 1968
Grand Island, Neb.

91-104074

12

CO
T
F
L
L
C
N

陳

36.50

George Washington

附錄

02

品

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

55

11

3. The Licensee shall obtain permission to install said sanitary sewer line from the owners of all tracts across which said line will run prior to beginning installation.

4. If the construction or maintenance of the Licensee's private sanitary sewer service line and connection to the City's Interceptor line requires the excavation of dirt, removal of hardsurfacing, or any other disruption of the surface of the City's utility easement, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area. The Licensee shall obtain all necessary permits and comply with the City requirements for excavations and surfacing when doing any such work in said easement.

5. It is understood by the Licensee that the connection fee is \$3.50 per front foot x 970.6 feet, or \$3,397.10, payable to the City upon connection. It is further understood by the Licensee that all plumber's fees and sewer tap fees are their own expense.

6. It is understood by and between the parties that the connection fee stated in paragraph 5 is not an assessment but will be credited to a future assessment in the event that a sanitary sewer main is constructed to serve this area at some time in the future.

7. **The Licensee hereby waives the right to protest the creation of any sanitary sewer district to serve this area.**

8. It is understood and agreed that the Licensee can construct and maintain and connect its private sanitary sewer service line to the City's Interceptor line in the , at their own risk. The Licensee hereby waives any claim for damages against the City, its officers, agents, employees, and independent contractors for any damage or injury that may result to said private line being connected to the City's Interceptor line in said easement. The Licensee agrees to remove the private line connection at any time such removal is necessary in order for the City to provide public services in the area, such as the construction of a collector sewer main, or the installation, repair, or maintenance of other utilities in the City's utility easement.

9. The Licensee shall indemnify and hold harmless the City from and against any and all loss and damage, claims, demands, suits, liabilities, and payments in contract or tort resulting from or as a result of the Licensee's use of the Interceptor sanitary sewer line in the City's easement area for the connection of a private sewer.

10. This license agreement shall take effect immediately upon the date of the execution of this agreement by both parties and shall continue for an indefinite term; provided, that either party may terminate this agreement at any time by giving the other party ninety days written notice to the other. If the City should require the termination of this agreement, the Licensee shall be required to extend sanitary sewer service to their building in another satisfactory manner without cost to the City.

11. This agreement shall be binding upon the parties hereto, their successors and

91-- 104074

assigns.

WITNESS our signatures the dates below written.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation

Dated: 6-27-91

By:

Robert L. Roberts
Mayor

Attest:

Murieta Czaplowski
Murieta Czaplowski, City Clerk

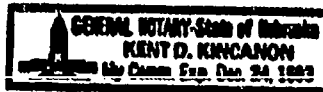
LICENSEE

Dated: 6-26-91

By:

Stephen P. Morris
Stephen P. Morris, Chairman

STATE OF NEBRASKA)
COUNTY OF HALL) SS



On 6/26/91, the above Sanitary Sewer License Agreement was
acknowledged before me by STEPHEN P. MORRIS for EVANGELICAL FREE
CHURCH.

Kent D. Kincanon
Notary Public

RESOLUTION 2020-322

WHEREAS, Sanitary Sewer District No. 545; Parkview Subdivision, was created by Ordinance No. 9794 on October 13, 2020; and

WHEREAS, notice of the creation of such sewer district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within thirty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed, and

WHEREAS, the protest period ended on November 23, 2020, and eight (8) valid protests representing 19.36% of the total District frontage were received.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Sanitary Sewer District No. 545; Parkview Subdivision, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 4, 2020	☐ City Attorney