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# City of Grand Island



## Tuesday, December 8, 2020 Council Session Agenda

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### **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**

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**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.**

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## **Invocation**

## **Pledge of Allegiance**

## **Roll Call**

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### **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.

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item C-1

### **Recognition of Service of Councilmember Jeremy Jones – Ward 1**

*Mayor Roger G. Steele and the City Council will recognize the service of Councilmember Jeremy Jones.*

**Staff Contact:**



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item C-2

### **Recognition of Service of Councilmember Julie Hehnke – Ward 3**

*Mayor Roger G. Steele and the City Council will recognize the service of Councilmember Julie Hehnke.*

**Staff Contact:**



# **City of Grand Island**

**Tuesday, December 8, 2020**

**Council Session**

## **Item -1**

### **Approving Minutes of November 23, 2020 Special City Council Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL SPECIAL MEETING

November 23, 2020

Pursuant to due call and notice thereof, a Special 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 23, 2020. Notice of the meeting was given in *The Grand Island Independent* on November 19, 2020.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Mark Stelk, Jason Conley, Vaughn Minton, Julie Hehnke, Clay Schutz, Mitch Nickerson, Justin Scott, and Chuck Haase. Councilmember Jeremy Jones was absent. 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.

#### ORDINANCES:

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

#9803 – Consideration of Approving City Code Amendments to Chapter 2 – Establishing a City Board of Health

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.

City Administrator Jerry Janulewicz reported that Nebraska Revised Statute §16-238 provided that a city of the first class may make regulations to prevent the introduction and spread of contagious, infectious, or malignant diseases into the city. The statute further provided that in cities organized under a mayor-council form of government, “a board of health shall be created consisting of five members: 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.

If approved and enacted by the City Council, the Ordinance would establish a City Board of Health. That Board would be able to meet and consider recommendations to be made to the City Council concerning health related matters, in particular, recommendations concerning the current Novel Coronavirus pandemic.

Jay Vavricek, 2729 Brentwood Boulevard asked questions concerning the board's term of office, appointments, residency, removal from the board, will this be an advisory board, and will it follow the open meetings laws.

Adam Condon, 2504 West 4<sup>th</sup> Street spoke in opposition.

Discussion was held concerning the difference between the City Board of Health and the Central District Health Department (CDHD). Mr. Janulewicz stated the CDHD was unable to make certain public health decisions that the City Board of Health could. This board would meet on an as needed basis to make recommendations to the City Council.

Motion by Schutz, second by Stelk to approve Ordinance #9803.

City Clerk: Ordinance #9803 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 #9803 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 #9803 is declared to be lawfully adopted upon publication as required by law.

ADJOURNMENT: The meeting was adjourned at 7:44 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, December 8, 2020**

**Council Session**

## **Item -2**

### **Approving Minutes of November 24, 2020 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

November 24, 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 24, 2020. Notice of the meeting was given in *The Grand Island Independent* on November 18, 2020.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Mark Stelk, Jason Conley, Vaughn Minton, Julie Hehnke, Clay Schutz, Mitch Nickerson, Justin Scott, and Chuck Haase. Councilmember Jeremy Jones was present by telephonic conferencing (all votes by Councilmember Jones were by telephone). 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.

#### PRESENTATIONS AND PROCLAMATIONS:

Recognition of Don Kruse, Director of Golf, for 43 Years of Service to the City of Grand Island at Jackrabbit Run Golf Course. Mayor Steele and the City Council recognized Don Kruse, Director of Golf for his 43 years of service at Jackrabbit Run Golf Course. Parks & Recreation Director Todd McCoy thanked Don and Char for their service to the City of Grand Island. Don and Char Kruse were present for the recognition.

#### PUBLIC HEARINGS:

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. City Clerk RaNae Edwards reported that an application for a Class "D" Liquor License had been received from Y & N Liquor, LLC dba Y & N Liquor, 409 N. Broadwell Avenue, Suite #4. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 26, 2020; notice to the general public of date, time, and place of hearing published on November 14, 2020; notice to the applicant of date, time, and place of hearing mailed on October 26, 2020. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Acquisition of Public Access Easement in King's Crossing Subdivision (Parcel No. 400149117- Grand Island Hotel, LLC). Public Works Director John Collins reported that acquisition of an easement located in King's Crossing Subdivision was needed in order to have public access to the recently developed and area yet to be developed, south of US Highway 34 and west of South Locust Street. Staff recommended approval. No public testimony was heard.

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). Public Works Director John Collins reported that acquisition of Public right-of-way located north of Capital Avenue and east of North Road was needed to accommodate the drainage improvements along Capital Avenue from North Road to Moores Creek. Staff recommended approval. No public testimony was heard.

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). Public Works Director John Collins reported that acquisition of a public easement located at 3333 W. Old Potash Highway was needed to accommodate the roadway improvements along Old Potash Highway. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (USCOC Nebraska/Kansas, LLC- 3560 Kaufman Avenue). Public Works Director John Collins reported that acquisition of public right-of-way located at 3560 Kufman Avenue was needed to accommodate intersection improvements for the Old Potash Highway Roadway Improvements; Project No. 2019-P-1. Staff recommended approval. No public testimony was heard.

#### ORDINANCES:

#9795 - Consideration of Approving Annexation of Property Located at 4127 West Husker Highway – Leaman Acres Subdivision (Final 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 final reading. Staff recommended approval.

Motion by Haase, second by Paulick to approve Ordinance #9795 on final reading.

City Clerk: Ordinance #9795 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 vote on final reading, Ordinance #9795 is declared to be lawfully adopted upon publication as required by law.

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

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

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



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

#9807 – Consideration of Approving City Code Amendment to Chapter 2, Health - Prevention of COVID-19

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.

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

Building Department Director Craig Lewis reported that the City had 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) was the current edition of the national standard for the installation of electrical wiring systems. The proposed amendment to Chapter 15 of the Grand Island City Code would adopt the current edition of the National Electric Code. Staff recommended approval.

Motion by Minton, second by Schutz to approve Ordinance #9804.

City Clerk: Ordinance #9804 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 #9804 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 #9804 is declared to be lawfully adopted upon publication as required by law.

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

Building Department Director Craig Lewis reported that the City of Grand Island had adopted and enforced mechanical regulations for several years. Currently the 2015 Edition of the Uniform Mechanical Code was adopted to provide minimum standards for the protection of the public health, safety, and welfare in regard to mechanical installations and facilities. This proposal was to amend the City Code to adopt the latest edition of the Uniform Mechanical Code, that being the 2018 edition. Staff recommended approval.

Motion by Stelk, second by Paulick to approve Ordinance #9805.

City Clerk: Ordinance #9805 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 #9805 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 #9805 is declared to be lawfully adopted upon publication as required by law.

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

Building Department Director Craig Lewis reported that the City of Grand Island had adopted and enforced plumbing regulations for several decades. Currently the 2015 Edition of the Uniform Plumbing Code was adopted to provide minimum standards for the protection of the public health, safety, and welfare in regard to plumbing installations and facilities. This proposal was to amend the City Code to adopt the latest edition of the Uniform Plumbing Code, that being the 2018 Edition. Staff recommended approval.

Motion by Paulick, second by Hahnke to approve Ordinance #9806.

City Clerk: Ordinance #9806 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 #9806 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 #9806 is declared to be lawfully adopted upon publication as required by law.

#### #9807 – Consideration of Approving City Code Amendment to Chapter 2, Health - Prevention of COVID-19

City Administrator Jerry Janulewicz reported that Teresa Anderson, Director of the Central District Health Department, was 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. The City Council voted to create the Board of Health at their November 23, 2020 Special City Council meeting. The Board of Health met on Tuesday, November 24, 2020 at noon and recommended the City approve an ordinance requiring facial coverings. Staff recommended approval.

Interim City Attorney Stacy Nonhof explained the parameters of Ordinance #9807 and state statutes requirement of a Health Board. Police Chief Robert Falldorf commented on the effects

of COVID on his department due to illnesses and staff vacancies which caused a lot of problems for them. Disinfecting equipment was taking time out of each officers work day. Stress among the employees was mentioned. Fire Chief Cory Schmidt stated COVID calls had been climbing and was a strain on his department. He had a total of 689 COVID calls since March with \$48,000 paid in overtime.

Dr. Rebecca Steinke commented on the number of patients in the hospital and how fast they were climbing. Mentioned was the stress on personnel. She stated if the numbers continue as they had been the hospitals would be overwhelmed by Christmas.

Dr. Libby Crocket gave a PowerPoint presentation on the background of COVID. Of the people who contacted COVID about 80% had mild symptoms. Children were affected differently and normally had mild symptoms. 31% of deaths in Nebraska had happened in November. Reducing the number of patients in the hospital was the goal of having a mask mandate.

Central District Health Department Director Teresa Anderson gave a PowerPoint presentation encouraging the Council to approve Ordinance #9807. She stated wearing masks were proven to reduce the spread of COVID. Reviewed were numbers for Grand Island showing a spike in positive COVID cases in November. She stated contact tracing was a challenge because of the numbers. Mentioned was hopefully a vaccine would be here soon.

The following people spoke:

- Lisa Albers, 2012 Barbara Avenue – support
- Diana Barragan, 1408 5<sup>th</sup> Street – support
- Ron Depue, 1508 Warbler Circle – support
- Matt Chavez, 2324 Wheeler Street – support
- Adam Condon, 250 West 4<sup>th</sup> Street – opposed
- Matt Sibley, 319 Pheasant Drive – opposed
- Dustin Hobbs, 511 West Avenue – opposed
- Eric Christensen, 2610 South Engleman Road – opposed
- Shawn Myer, 825 Phoenix Court – opposed
- Kyle Wade, 4229 Augusta Parkway – opposed
- William Long, 1501 West Division Street – opposed
- Celeste Heavilin Penner, 107 East Green Street, Wood River, NE – opposed
- Shree Arends, 5688 North Webb Road – opposed
- Lance Klanecky, 215 West South Street – opposed
- Peggy Klanecky, 215 West South Street – opposed
- Barry Hall, 106 West 6<sup>th</sup> Street - support

Mayor Steele stated this recommendation came before the City Council from the Board of Health and himself. Due to the numbers growing at an alarming rate and the hospitals becoming overwhelmed he was recommending approval of Ordinance #9807.

Council made comments about the benefits of a mask mandate. Interim City Attorney Stacy Nonhof explained the requirements for businesses that don't have a mask mandate. If a business

has a mandate it would supersede the City mandate. Police Chief Falldorf answered questions concerning enforcement. Mayor Steele stated we would work with the Central District Health Department in getting information out to the public about the mask mandate.

Motion by Stelk, second by Haase to approve Ordinance #9807.

City Clerk: Ordinance #9807 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Conley, Haase, Hehnke, Minton, Nickerson, Paulick, Schutz, and Stelk voted aye. Councilmembers Jones and Scott voted no. Motion adopted.

City Clerk: Ordinance #9807 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, Councilmembers Conley, Haase, Hehnke, Minton, Nickerson, Paulick, Schutz, and Stelk voted aye. Councilmembers Jones and Scott voted no. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9807 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of November 10, 2020 City Council Regular Meeting.

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

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

#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.

#2020-295 - Approving Final Plat and Subdivision Agreement for Leaman Acres Subdivision. It was noted that Michael and Ralisa Leaman, owners, had submitted the Final Plat and Subdivision Agreement for Leaman Acres Subdivision located west of North Road and south of Husker Highway for the purpose of creating 3 lots on 9.96 acres.

#2020-296 - Approving Final Plat and Subdivision Agreement for Bosselman Crossing Subdivision. It was noted that Bosselman Pump & Pantry, Inc., owner, had submitted the Final Plat and Subdivision Agreement for Bosselman Crossing Subdivision located south of U.S. Highway 34 and west of South Locust Street for the purpose of creating 2 lots on 3.310 acres.

#2020-297 - Approving Final Plat and Subdivision Agreement for Bosselville Sixth Subdivision. It was noted that Bosselman, Inc., owner, had submitted the Final Plat and Subdivision Agreement for Bosselville Sixth Subdivision located west of U.S. Highway 281 and north of Wood River Road for the purpose of creating 5 lots on 16.547 acres.

#2020-298 - Approving Final Plat and Subdivision Agreement for Continental Gardens Second Subdivision. It was noted that Principal Life Insurance Co., owner, had submitted the Final Plat and Subdivision Agreement for Continental Gardens Second Subdivision located north of State Street and east of Webb Road for the purpose of creating 2 lots on 13.56 acres.

#2020-299 - Approving Final Plat and Subdivision Agreement for NCC-1701B Subdivision. It was noted that Clarice Shaw, owner, had submitted the Final Plat and Subdivision Agreement for NCC-1701B Subdivision located west of Webb Road and north of Capital Avenue for the purpose of creating 2 lots on 1.07 acres.

#2020-300 - Approving Certificate of Final Completion - Water Main Project 2020-W-1 - Lincoln and Delta with the Diamond Engineering Company of Grand Island, Nebraska.

#2020-301 - Approving Change Order #1 - Water Main Project 2020-W-5 - Pleasant View Drive and Delaware Avenue with Starostka Group Unlimited, Inc. of Grand Island, Nebraska for an Decrease of \$8,510.60 and a Revised Contract Amount of \$90,344.46.

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

#2020-303 - Approving Change Order No. 2 for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1 with Mid Nebraska Land Developers, LLC of Aurora, Nebraska for an Increase of \$17,138.50 and a Revised Contract Amount of \$256,731.70.

#2020-304 - Approving Change Order No. 2 for the 2020 Asphalt Resurfacing Project No. 2020-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska for an Extension from November 15, 2020 to July 1, 2021.

#2020-305 - Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Transportation for Calendar Year 2021.

#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).

#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).

#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).

#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).

#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).

#2020-311 - Year-End Certification of City Street Superintendent for Determining Incentive Payment for Calendar Year 2020. It was noted that Shannon Rose Callahan, License Number S-1485 has been employed as Grand Island Street Superintendent since August 8, 2011.

#2020-312 - Approving Agreement with Nebraska Department of Transportation (NDOT) for Highway 2 Improvements; Cairo to Grand Island.

#2020-313 - Approving Bid Award for Capital Avenue Drainage Improvements- North Road to Moores Creek; Project No. 2020-D-2 with Van Kirk Bros. Contracting of Sutton, Nebraska in an Amount of \$215,348.70.

#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 with Nebraska Environmental Products of Lincoln, Nebraska in an Amount of \$387,176.20.

#2020-315 - Approving Bid Award for Watch Guard 4RE/V300 Integrated In-Car and Body Worn Video Solution for the Police Department with WatchGuard Video, Inc. of Allen, Texas in an Amount of \$239,870.00.

#### RESOLUTIONS:

#2020-316 - Consideration of Approving Management of Jackrabbit Run Golf Course. This item was pulled from the agenda at the request of Councilmember Paulick.

#### PAYMENT OF CLAIMS:

Motion by Minton, second by Conley to approve the payment of claims for the period of November 11, 2020 through November 24, 2020 for a total amount of \$3,365,811.43.

Councilmember Haase questioned two claims on page 29 of the Schedule of Bills. One for \$500.00 for life guard commercials and the other for \$1,895.00 for Community Publishers.

Motion by Haase, second by Schutz to amend the motion and remove the Community Publishers claim in the amount of \$1,895.00. Upon roll call vote, all voted aye. Motion adopted.

Motion by Minton, second by Henke to refer the Community Publishers claim in the amount of \$1,895.00 to the December 8, 2020 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

Upon roll call vote of the main motion to approve the payment of claims for the period of November 11, 2020 through November 24, 2020 for a total amount of \$3,363,916.43. Upon roll call vote, all voted aye. Councilmember Haase voted no on the \$500.00 for life guard commercials. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 11:02 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item -3

### Approving Payment of Claim to Community Publishers

*The City Council removed the claim to Community Publishers in the amount of \$1,895.00 from the November 24, 2020 City Council meeting and referred it to the December 8, 2020 meeting. A motion is in order.*

Staff Contact: Todd McCoy





*Working Together for a  
Better Tomorrow. Today.*

TO: Grand Island City Council  
FROM: Todd McCoy, Parks and Recreation Director  
DATE: November 30, 2020  
SUBJECT: Island Oasis Advertising

During the November 24<sup>th</sup> City Council meeting Mr. Haase raised concerns regarding advertising purchases for Island Oasis. Specifically ads for Community Publishers and News Channel Nebraska (NCN) were questioned in the meeting. I hope this memo will help explain the expenses and address outstanding questions or concerns.

*Community Publishers – Interstate Ad*

Community Publishers prints 15,000 interstate exit guides that are distributed along I-80 from Omaha to Wyoming and I-76 to Denver. The publication is distributed in hotels, gas stations, truck stops, and visitors center targeting travelers. As reported by visitor centers, the guide is the second most picked up printed piece, second only to the state map. Island Oasis is showcased in the publication with a full color center fold ad. Island Oasis has been featured in the interstate publication for the last six years which also promotes Grand Island as a destination to travelers.

Additionally, Mr. Haase stated in the City Council meeting that he was concerned because he felt the invoice may be fraudulent. Recreation Superintendent Jeremy Bachmann reported that he changed the handwritten date only to correct an error. No evidence or intention of fraud was found as it relates to the claim.

*NCN – Lifeguard Promotional Commercial*

During recent years the City has struggled recruiting enough lifeguards to safely manage the swimming pools. City GITV coordinator Jeremy Watson made a lifeguard promotional commercial to help recruit lifeguards at Island Oasis Water Park and Lincoln Park swimming pool. Three years ago the City started placing ads on NCN to promote lifeguard jobs. The Parks and Recreation Department feels that advertising on NCN is ideal because it targets students and their families. NCN broadcasts area high school and small college sports/activities live and rebroadcasted online, Spectrum, Apple TV, and RoKu. Broadcasts include regular and post-season football, volleyball, basketball, softball, theater productions, show choir, and more.

Parks and Recreation supervisors generally have background education or experience in promoting recreational facilities and programs. Advertising plans are tweaked periodically to match goals based on the resources available. Supervisors consider options and often primarily use their experience to find the best “bang for the buck” to get promotional material in front of target audiences. Advertising effectiveness for coupons is easy to quantify; however, currently we do not have existing reliable data to report the specific revenue return of each brochure, video, radio spot, basic print, or signage advertising. The planned advertising line item approved in 2020-21 operating budget is \$8,000 to promote Island Oasis and recruit lifeguards.

Please feel free to call or email if you have any additional questions or concerns. Thank you!

Cc: Mayor Steele  
Jerry Janulewicz, City Administrator  
Patrick Brown, Finance Director

*City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968  
(308)385-5444 Ext. 290 • FAX: 385-5458 • Emergency: 385-5000*





### Discover Family Fun!

Island Oasis offers over six acres of refreshing Family Fun! Guests can brave the waves in the 350 thousand-gallon wave pool or relax and unwind in our 750-foot lazy river. More adventurous thrill seekers will experience the force of gravity first hand when they ride one of two six-story high-speed slides! Adventurers can also attempt to tackle four giant 150-foot slides. Children will love zero depth areas that include spraying fountains and a wacky wet outer slide. Plus they can build castles in the sand, stroll across the lily pads, or test their skills on the log walk. Enjoy a match of sand volleyball then drop your anchor and feed the crew at our full concession and patio area.

### For Your Safety & Comfort

- Full concession stand available
- Locker, flipflop and inner tube rentals available
- Souvenir sales available
- Inner tubes are provided at designated rides
- No pets, electronics, rafts or inflatables, alcohol, food or beverages may not be brought in the park
- Children nine years old and under must be accompanied by a paying adult
- Swimsuits are required. Cut-offs, thongs and bikini's are not allowed
- Diaper age children must wear an aquatic liner over their suit. (Available for a small additional fee)



I-80 Exit 314 5.5 Miles North  
321 E. Fomner Park Rd.  
Grand Island, Nebraska 68801  
[www.grand-island.com/oasis](http://www.grand-island.com/oasis)



### Hours of Operation

- Open noon daily
- Open for the season Memorial Day Weekend
- Check the website or call for modified hours of operation after August 10th.

### Admission

- Individual family and group rates available
- Ages 4 and under FREE with paying adult

### For more information

- Follow us on Facebook
  - Or call us at (408) 385-5281
  - Before or After Season call (308-385-5444) Ext. 250
- Island Oasis welcomes all groups, large or small!

- ### Discover the Attractions!
- Two Speed Slides - Six stories high and almost 300-foot long!
  - Two Flume Slides - 150-foot long with swimming pool splash down area!
  - Two Enclosed slides - 150 foot long dark tunnel slides!
  - Wave Pool - 350-thousand gallons of waves!
  - Lazy River - 750-foot continuous river with sprays, bubbles, fountains and showers!
  - Lily Pad & Log Walk - Children's area with over-strung cargo net!
  - Outer slide - Kiddie slide!
  - Zero Depth Access - Walk in access for all ages!
  - Sand Play Area!





**FREE 2020 FREE**

**INTERSTATES**

**80 & 76**

**Nebraska**

**Colorado**



**An Exit By Exit Information  
Guide For the Traveler**

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# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item -4

### **Approving Payment of Claims for the Period of November 25, 2020 through December 8, 2020**

*The Claims for the period of November 25, 2020 through December 8, 2020 for a total amount of \$5,626,336.48. A MOTION is in order.*

Staff Contact: Patrick Brown



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item -5

### Acceptance of Election Certificate

*State law requires the governing body to formally accept the certificate of election issued by the Hall County Election Commissioner for the November 3, 2020 City Council General Election. An election certificate containing the vote totals and results is attached. A MOTION to accept the election certificate is in order.*

Staff Contact: RaNae Edwards





# Hall County Election Office

Tracy Overstreet, Hall County Election Commissioner

121 South Pine Street, Grand Island, NE 68801

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

[tracyo@hallcountyne.gov](mailto:tracyo@hallcountyne.gov) [www.hallcountyne.gov](http://www.hallcountyne.gov)

State of Nebraska, County of Hall

November 22, 2020

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

I, Tracy Overstreet, being the Election Commissioner of Hall County, Nebraska, do hereby certify the following is a true and complete abstract of the votes cast at the General Election held November 3, 2020 in this county, as canvassed by the canvassing board of Hall County, with respect to candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge such ballots, including early voting and provisional, and been voted, counted and canvassed in the manner provided by law.

## Grand Island City Council Wards 1, 2, 3, 4, 5

Ward 1	Jack Sheard	2,396	
	Michelle Fitzke	2,532	Elected
Ward 2	Mark Stelk	3,559	Elected
Ward 3	Bethany A. Guzinski	2,008	Elected
Ward 4	Mike Paulick	880	Elected
	Jodi Moore	767	
Ward 5	Chuck D. Haase	2,047	Elected
	Aly Alexander	1,328	

Witness my hand and official seal this 22<sup>nd</sup> day of November 2020.

Tracy Overstreet  
Hall County Election Commissioner





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item -6

### **Comments by Outgoing Elected Official - Councilmember Jeremy Jones – Ward 1**

*This is an opportunity for comments by outgoing elected Official - Councilmember Jeremy Jones.*

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item -7

### **Comments by Outgoing Elected Official - Councilmember Julie Hehnke – Ward 3**

*This is an opportunity for comments by outgoing elected Official - Councilmember Julie Hehnke.*

Staff Contact: RaNae Edwards





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item -8

### Recess

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

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item -9

### Administration of Oath to Newly Elected Councilmembers

*City Clerk RaNae Edwards will administer the Oath of Office to newly Elected Councilmember's Michelle Fitzke - Ward 1 and Bethany Guzinski - Ward 3 and the three returning Councilmember's Mark Stelk - Ward 2, Mike Paulick - Ward 4, and Chuck Haase - Ward 5.*

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item -10

### **Seating of Newly Elected Councilmembers followed by Roll Call**

*Following the administration of the Oath of Office to Councilmember's Michelle Fitzke, Mark Stelk, Bethany Guzinski, Mike Paulick , and Chuck Haase, seating will take place at the City Council table.*

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item -11

### Comments by Newly Elected Officials

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

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, December 8, 2020

## Council Session

### Item -12

#### Election of City Council President

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

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item E-1

**Public Hearing on Request from Chicken Coop of Grand Island, Inc. dba Chicken Coop Sports Bar and Grill, 103 East 3rd Street for an Addition to Class "CG-062016" Liquor License**

*Council action will take place under Consent Agenda item G-2.*

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** December 8, 2020

**Subject:** Public Hearing on Request from Chicken Coop of Grand Island, Inc. dba Chicken Coop Sports Bar and Grill, 103 East 3<sup>rd</sup> Street for an Addition to their Class “CG-062016” Liquor License

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Chicken Coop of Grand Island, Inc., dba Chicken Coop Sports Bar and Grill, 103 East 3<sup>rd</sup> Street has submitted an application for an addition to their Class “CG-062016” Liquor License. The request is to add a storage area of approximately 26’ x 42’ (former brewery area) to their current license.

## **Discussion**

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

The request is to add a storage area of approximately 26’ x 42’ (former brewery area) to their current license. Staff is recommending approval contingent upon final inspections.

## **Alternatives**

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

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

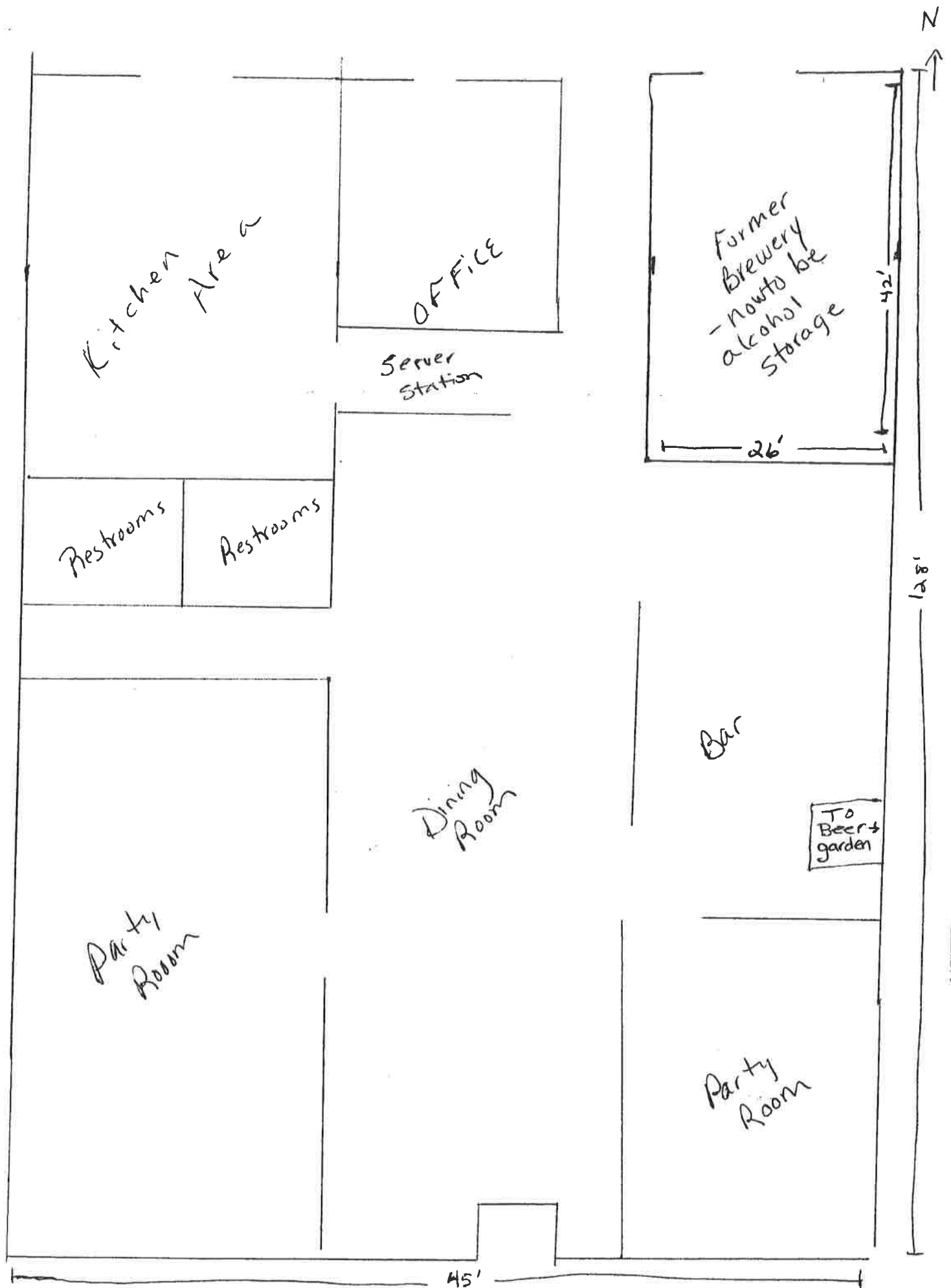
## **Recommendation**

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

## **Sample Motion**

Move to approve the application for an addition to Chicken Coop of Grand Island, Inc., dba Chicken Coop Sports Bar and Grill, 103 East 3<sup>rd</sup> Street for an addition to their Class "CG-062016" Liquor License.







# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item E-2

**Public Hearing on Acquisition of Utility Easement - 3447 North Highway 281 - Kramer's Auto Parts and Iron Company, Inc.**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** December 8, 2020

**Subject:** Acquisition of Utility Easement – 3447 N. Highway 281 -  
Kramer’s Auto Parts and Iron Company, Inc.

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire a twenty (20.0) foot utility easement relative to the property Kramer’s Auto Parts and Iron Company, Inc., through a part the Southwest Quarter (SW ¼) of Section Thirty-Three (33), Township Twelve (12) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in Hall County, Nebraska (3447 N. Highway 281), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Kramer’s Auto Parts and Iron Company, Inc., located at 3447 North Highway 281 has requested a new three-phase electrical service for an iron crusher. Approximately 275 linear feet of 4” PVC conduit with 1/0 cable and a 500 KVA pad-mount transformer will be installed to accommodate the new service. The proposed easement will allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location.

## **Alternatives**

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

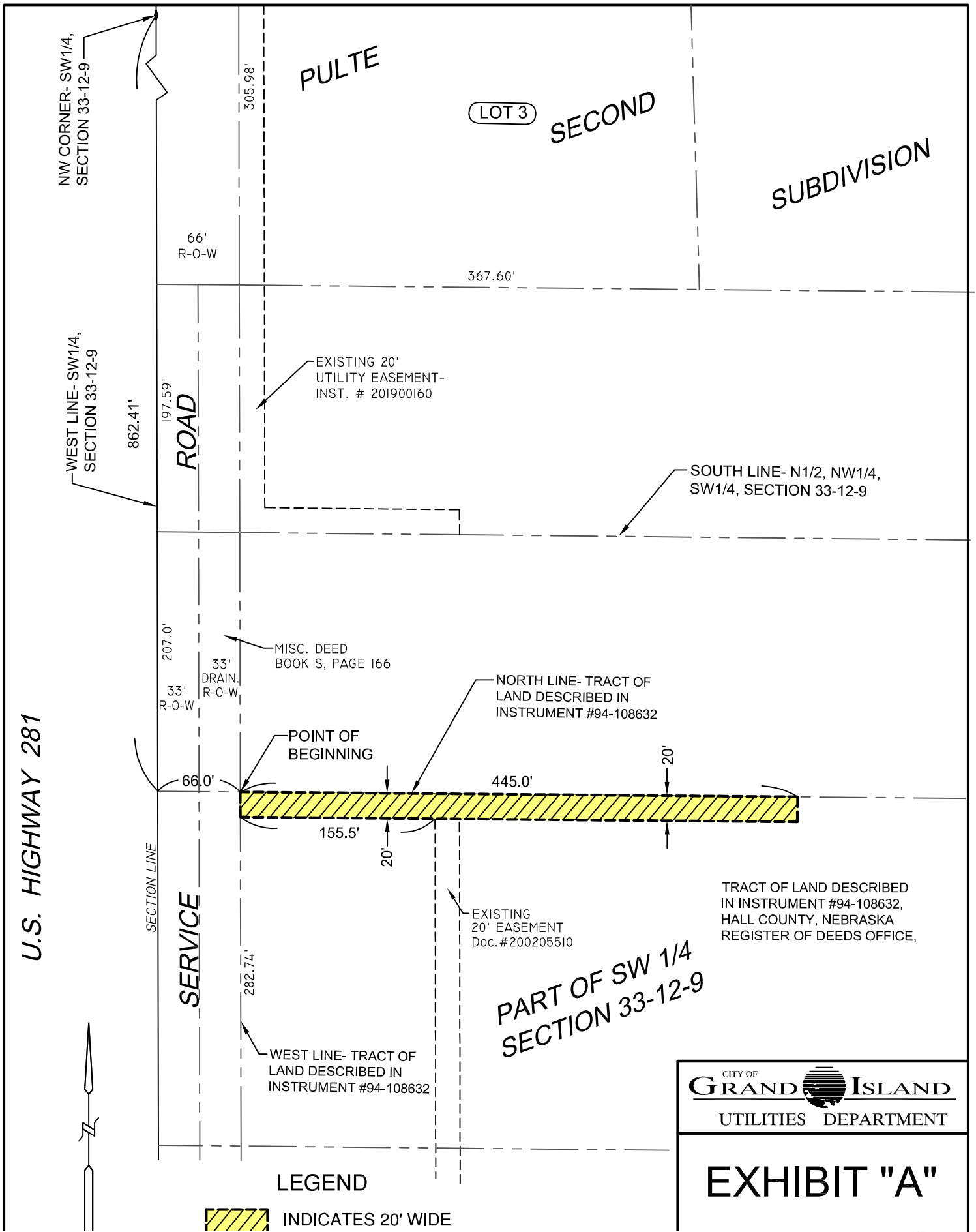
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item E-3

**Public Hearing on Request from Island Landhandlers, Inc. for a Conditional Use Permit for a Sand and Gravel Operation located at 3812 South Blaine Street**

*Council action will take place under Request and Referrals item H-2.*

Staff Contact: Craig Lewis

## **Council Agenda Memo**

**From :** Craig A. Lewis, Building Department Director

**Meeting:** December 8, 2020

**Subject:** Public Hearing on Request of Gordon & Cara Glade & Gerald Williams of Island Landhandlers, Inc. for a Conditional Use Permit to allow continued Operation of a Sand and Gravel Pumping Facility at 3812 S. Blaine Street

**Presenter** Craig A. Lewis, Building Department Director

### **Background**

This request is for Council approval to allow for an additional ten years of operation of a sand and gravel facility at the above referenced address. Approval of the City Council was granted on December 21, 2010 for a ten year period. A conditional use permit is required as the current zoning classification TA (transitional agricultural) does not allow for this type of use as a permitted principal use. The zoning classification does list as a permitted conditional use, commercial mines, quarries, sand and gravel pits and accessory uses. Conditional uses as listed in the zoning code must be approved or denied by the City Council in the form of a conditional use after a finding that the proposed use will or will not comply with the purposes as identified in the Code.

Section 36-2 of the Grand Island Zoning Code, Purposes: This chapter has been made in accordance with a comprehensive plan and to promote the health, safety, and general welfare of the community; to lessen congestion in streets; to secure safety from fire and other dangers; to provide adequate light and air; to promote the distribution of population, land classifications and land development to support provisions for adequate transportation, water flows, water supply, drainage, sanitation, recreation, and other public requirements; to protect property against blight and depreciation; and to secure economy in government expenditures.

### **Discussion:**

Sand and gravel operations have been a part of the Grand Island and surrounding areas for a long time, as residential development continues to expand and the uses become closer neighbors, more conditions need to be implemented to assure compatible and harmonious existence for both uses.

City administration has developed the following restrictions, or conditions which appear appropriate to impose upon sand and gravel operations.

**1). USE:** The proposed uses are limited to those listed in the application, sand and gravel pumping processing, storage, stocking piling, distribution, and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants. Neither of these operations have been requested in this application.

**2). CLOSURE:** A statement on the application identifies the proposed use of the property after the closing of the sand and gravel operation as a single family dwelling.

**3). PRIMARY CONDITIONS: (a).** The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.

**(b).** Pumping of product shall not be allowed within 150 feet of any public road right of way and protected by a 6 foot earthen berm during pumping. The finished width of developable property adjacent to the public right of way shall be a minimum 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line, and a setback of 250 feet from the Central Platte Natural Resources District Wood River Diversion Channel Levee property shall be maintained between the pumping operations.

**(c).** Pumping and other activities (including lighting) at the site shall be limited to daylight hours (15) minutes before sunrise and (15) minutes after sunset Mondays through Saturdays. No pumping or other processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise. One exception to this condition shall be in the months of March, April, October, and November activities may operate from 6:00a.m. to 7:00p.m. to allow for winter condition.

**(d).** Any internal combustion pump motors utilized shall be equipped with a functioning "hospital grade muffler" designed to reduce exhaust noise by 32 to 40 decibels.

**(e).** Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. There is currently along the east edge of the property a 45' electrical easement and an existing transmission line, no product, material or equipment shall be stored within that easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code, nor shall the existing grade elevations be altered.

**(f).** All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

**(g).** No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.

**(h).** Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.

**(i).** Applicant shall maintain any and all drainage ditches that may be located upon the real property.

**(j).** Applicant shall not permit the hauling of sand and gravel from the premises and over and across any public highway or road unless said sand and gravel is complete dry and

free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.

**(k).** All water accumulated upon the premises by virtue of such mining and pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

**(l).** Applicant shall begin the mining operation within a period of 18 months from the issuance of this permit or if the applicant fail to begin operations within the 18 months the permit shall be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 18 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

It appears that this application and proposal will meet or exceed the established conditions as the proposed setbacks exceed those minimum required and provides for earthen berms and plantings to buffer adjacent properties.

### **ALTERNATIVES:**

It appears the Council has the following alternatives concerning the issue:

1. Approve the request with the proposed conditions, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and findings of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

### **RECOMMENDATION:**

Approve the request with the identified setbacks, screening berms, and plantings and conditions presented by City Administration, finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

### **SAMPLE MOTION:**

Move to approve the conditional use as proposed in the application and including the conditions identified by the City Administration, published in the Council packet and presented at the Council meeting and finding that the applications conforms with the purpose of the zoning regulations.



## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: Sand & Gravel Operations
2. The owner(s) of the described property is/are: Gordon Glade
3. The legal description of the property is: SE 1/4 Sec 33 T11N-R9W
4. The address of the property is: 3812 South Blaine
5. The zoning classification of the property is: Transitional Ag
6. Existing improvements on the property is: None
7. The duration of the proposed use is: 10 yrs
8. Plans for construction of permanent facility is: Feasible residence in a few years
9. The character of the immediate neighborhood is: Res/Ag/Industrial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: See attached explanation

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

11/13/20  
Date

[Signature]  
Owners(s)

308-382-0957  
Phone Number  
(Mark)

PO Box 423  
Address  
Grand Island Ne 68802  
City State Zip

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**

Island Landhandlers, Inc.

Conditional Use Permit Application

- #11      Approximately 70 acres of this property is owned by Gordon and Cara Glade.  
The southeast 13 acres along Blaine is owned by Island Landhandlers, Inc.

Hours of operation typically are 7 a.m. to 5 p.m. Monday - Friday, but as work load dictates, it may be 7 a.m. - 7 p.m. Monday - Saturday. No activity on Sundays.

Traffic routed to Schimmer for access to Highway 281 or South Locust. Blaine Street to be used only for deliveries on Blaine Street.

Any questions - call Gerald Williams at 308-380-0111.





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item E-4

**Public Hearing on Acquisition of Real Estate Property Described as a Triangular Tract of Land Lying North of the Intersection of South Webb Road and U.S. Highway 281**

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

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Administrator

**Meeting:** December 8, 2020

**Subject:** Densel's Dream – Sculpture at U.S. Highway 281 and South Webb Road

**Presenter(s):** Jerry Janulewicz, City Administrator

## **Background**

The Grand Island Partnership for the Arts (GIPA) is seeking funding for the commission and installation of a sculpture to honor Densel Rasmussen to be located near the intersection of US Highway 281 and South Webb Road on land currently owned by the State of Nebraska Department of Transportation (NDOT). The land can be acquired by the City at no cost if used for highway beautification purposes. On October 8, 2019, the Grand Island City Council approved Resolution #2019-310 granting preliminary approval from the City Council for the City's acquisition the parcel of land, 0.373 acres in size, from the Nebraska Department of Transportation. When Resolution 2019-310 was adopted, it was believed the preliminary approval would provide support for GIPA's fundraising efforts. GIPA is now requesting that the City move forward with acquisition of the property so they can be assured of the property's availability. If transfer of the property is requested by the City, NDOT will convey the land to the City at no charge. If the sculpture project does not take place, the land will revert to NDOT unless another highway beautification project is approved by NDOT.

An image of the proposed sculpture, information from the artist, and a drawing of the site are attached. The proposed site is located immediately north of the intersection of U.S. Highway 281 and South Webb Road.

## **Discussion**

The proposed site is a portion of land acquired by the State of Nebraska for highway right-of-way within the City's municipal boundaries. As such, mowing is currently the responsibility of the city pursuant to an agreement with NDOT. GIPA anticipates the placement of the sculpture at this site will present no greater maintenance burden to the city than what is currently required, which is minimal mowing to road right-of-way standards.



When Resolution #2019-310 was adopted, the City Council was informed that a request for transfer of the site would take place when the following conditions occurred:

1. GIPA has secured sufficient funds in cash, grants, and pledges for all project expenses and an endowment fund for future expenses.
2. GIPA and City have executed an acceptable license agreement addressing site development, future maintenance, utilities, and related issues.

As noted above, GIPA is requesting that the City Council approve a Resolution for a request by the City to NDOT for transfer of this parcel. If a resolution is approved Administration will request a transfer of the property to the City. Approval of a license agreement for placement of the sculpture would not take place until an acceptable license agreement is negotiated with GIPA and there is sufficient assurance of funding for future project maintenance.

As this matter involves the acquisition of real estate, a public hearing on the matter is scheduled.

### **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 resolution.

### **Sample Motion**

Move to approve the resolution.

## **Mission Statement for Grand Island Partnership for the Arts**

The mission of the Grand Island Partnership for the Arts is to enhance the quality of life in our community, inspire a passion for the arts and elevate the economic vitality of Grand Island by facilitating the advancement of high quality public art accessible to all residents and visitors.

## **GRAND ISLAND PARTNERSHIP FOR THE ARTS (GIPA)**

Densel had a vision for a piece of property, currently owned by the State of Nebraska. It is triangular shaped and lies north of where Webb Road connects to Highway 281, just south of Home Federal, Snow's Floral and other businesses. Densel believed this would be an excellent place to feature some sort of art for those entering Grand Island from the south. He felt in its current state it was something of an eyesore and could be used in a far more creative way. Densel presented this idea in his acceptance speech after receiving the Man of the Year Award in 2006, hence our title: Densel's Dream.

The State of Nebraska was contacted in the fall of 2018 and the process begun to transfer ownership from the State to the City of Grand Island. The transfer is nearly complete so access to the ground should occur shortly. The City would then permit a sculpture, honoring Densel Rasmussen, to be installed.

Fundraising for Densel's Dream should begin soon. The cost of the project, including site work, lighting and low maintenance landscaping is estimated to be about \$520,000. We believe Densel's contributions to our community is worth every penny and more.

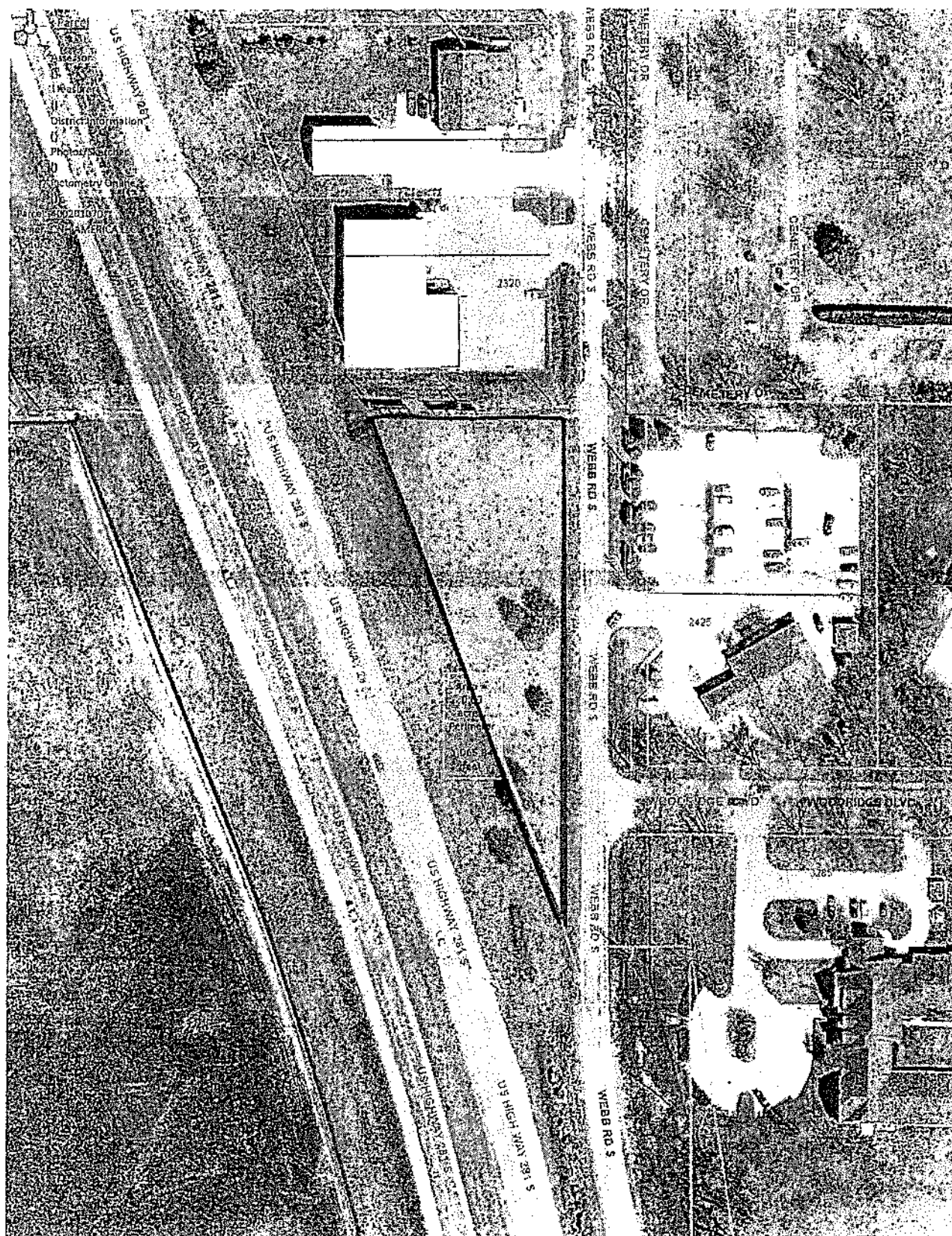
The Piece will be lit at night with LEDs and is a combination of materials: aluminum, stainless steel and acrylic. Maintenance should be minimal to lessen the burden on City Crews.

This sculpture will enhance our city's entrance, increase our public art offerings and honor our own Densel Rasmussen.









City of Grand Island, NE

<https://grandislandnc.map.becherc.net/>

8/28/2018

# Information about Densel's Dream

The artist is Matthew Placzek, a Grand Island native. He has done many sculptures thru out the US and even some foreign countries. His

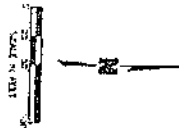


website is <https://www.placzekstudios.com>,

Densel's Dream is 50 feet in length, 14.5 feet tall and about 9 feet wide (deep). The materials are aluminum, acrylic and stainless steel, that have special patinas (colors) and they will not fade much with time. The design has been tested by an engineer for wind and all is well. It won't blow over unless it is a tornado. From an email from Matthew: "The materials used in the sculptures will be aluminum and stainless steel, for the grasses and the cattails. The sculpture design will be subject to a structural engineer's testing and will be designed accordingly. The usual rating for this area of country is about 90 mph. The piece will be painted with industrial epoxy two part paint. The paint has a high UV rating and will be painting these in the studio. I would like the cranes to incorporate the dichroic acrylic. However, we can explore other materials, such as a colored acrylic. I have used the colored acrylic in many installations. As far as the hail question, like any material, it has the possibility of damage. The possibility of metal denting is very minimal, as it will be a substantial thickness. The paint is extremely durable, so I would rely on this also. I have many pieces painted with this material and haven't had any problems thus far."

Cost is 525,000 dollars for site work and sculpture, landscaping (minimum maintenance so there will be less maintenance for the city then there is presently.

Grand Island Partnership for the Arts



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FBI - NEW YORK  
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782 East 1st Street  
Cincinnati, OH 45202-1002  
702 268 2643/7

SHEET 1	DATE 7-10-89	BY J. L. HARRIS	CHECKED BY J. L. HARRIS	APPROVED BY J. L. HARRIS	SURVEY RECORD	REV. REV.	DATE	REVISION
					PART OF SE1/4 NE1/4 SECTION 25-T11N-10W			
					GRAND ISLAND, NEBRASKA	2018		REVISIONS



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item E-5

**Public Hearing on Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Peace Lutheran Church of Grand Island, Nebraska- 1710 N North Road)**

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

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** December 8, 2020

**Subject:** Public Hearing on Acquisition of Public Right-of-Way for North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Peace Lutheran Church of Grand Island, Nebraska- 1710 N North Road)

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

## **Background**

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

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

## **Discussion**

Public right-of-way is needed to accommodate intersection improvements for the North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5. The property owner has signed the necessary document to grant the property, as shown on the attached drawing.

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

<b><i>Property Owner</i></b>	<b><i>Legal Description</i></b>	<b><i>Amount</i></b>
Peace Lutheran Church of Grand Island, Nebraska	LOT ONE (1), PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:  BEGINNING AT THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE	\$843.00

	N89°23'02"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 45.00 FEET; THENCE S60°41'04"E, A DISTANCE OF 52.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE N00°52'18"W ON SAID EAST LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 562 SQUARE FEET, MORE OR LESS.	
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*TOTAL= \$843.00*

### **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**

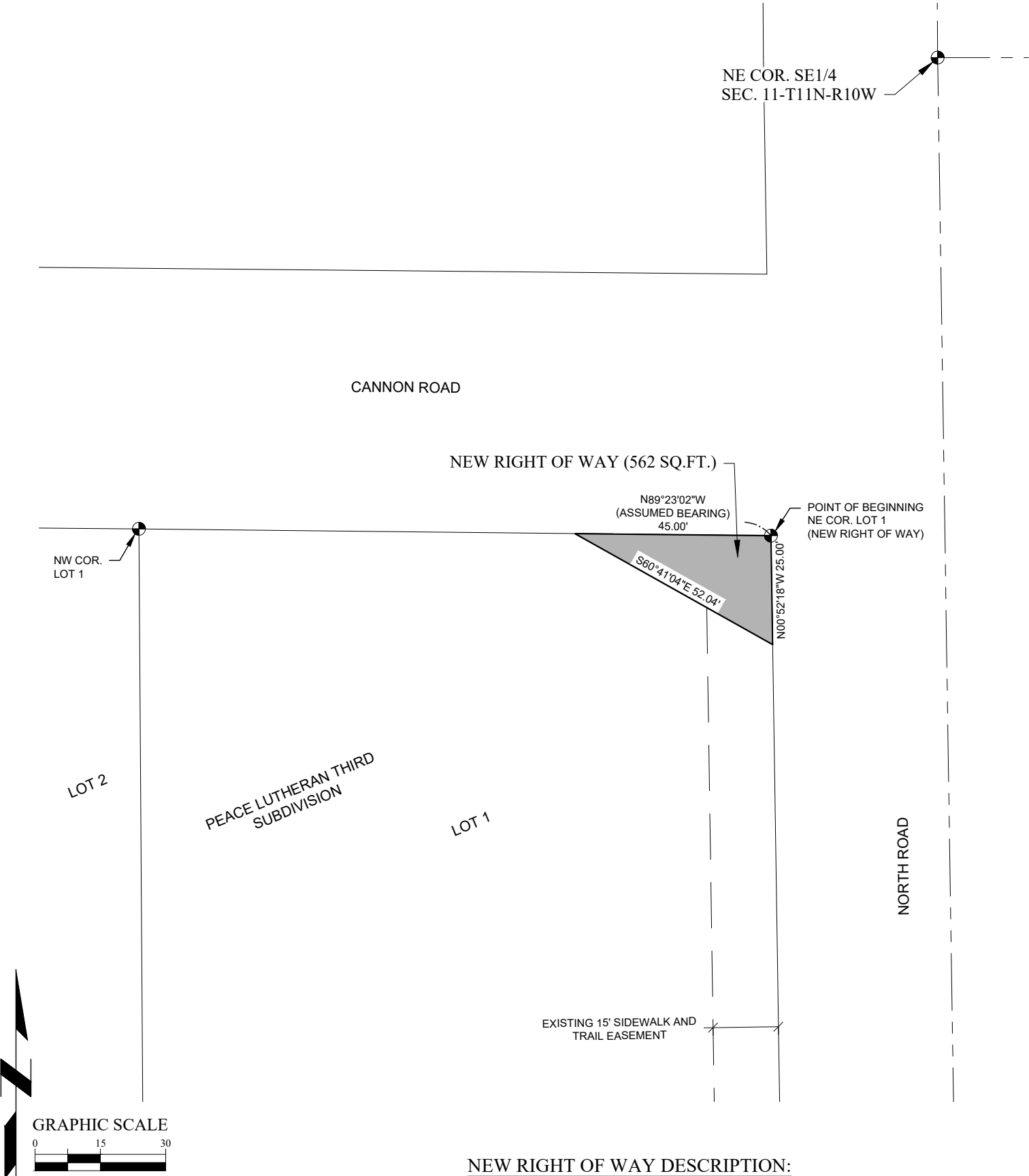
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way from the affected property owner, in the amount of \$843.00.

### **Sample Motion**

Move to approve the acquisition.



NEW RIGHT OF WAY EXHIBIT



NEW RIGHT OF WAY DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N89°23'02"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 45.00 FEET; THENCE S60°41'04"E, A DISTANCE OF 52.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE N00°52'18"W ON SAID EAST LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 562 SQUARE FEET, MORE OR LESS.

DATE	
10/2/2020	
SCALE	
1" = 30'	
DRAWN	
AJG	
JOB NO.	
R190020	
FIELD BOOK	
GRAND ISLAND #7	
FIELD WORK	
AG/BS	
SHEET	1 OF 1
TRACT NO.	
22	

800.723.8567  
Grand Island, NE 308.381.7428  
www.jeo.com





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item E-6

**Public Hearing on Acquisition of Public Utility Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Peace Lutheran Church of Grand Island, Nebraska- 1710 N North Road)**

*Council action will take place under Consent Agenda item G-11.*

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:** Public Hearing on Acquisition of Public Utility Easement for North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Peace Lutheran Church of Grand Island, Nebraska- 1710 N North Road)

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

## **Background**

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

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

## **Discussion**

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

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

<i><b>Property Owner</b></i>	<i><b>Legal Description</b></i>	<i><b>Amount</b></i>
Peace Lutheran Church of Grand Island, Nebraska	LOT ONE (1), PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:  REFERRING TO THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N89°23'02"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 45.00 FEET TO THE POINT	\$1,409.25

	<p>OF BEGINNING; THENCE S60°41'04"E, A DISTANCE OF 52.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S00°52'18"E ON SAID EAST LINE, A DISTANCE OF 16.20 FEET; THENCE N60°41'04"W, A DISTANCE OF 55.56 FEET; THENCE N89°23'02"W, PARALLEL WITH AND 14.50 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 76.33 FEET; THENCE N00°36'58"E, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 14.50 FEET TO SAID NORTH LINE; THENCE S89°23'02"E ON SAID NORTH LINE, A DISTANCE OF 79.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1879 SQUARE FEET, MORE OR LESS.</p>	
--	---	--

### **Alternatives**

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

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

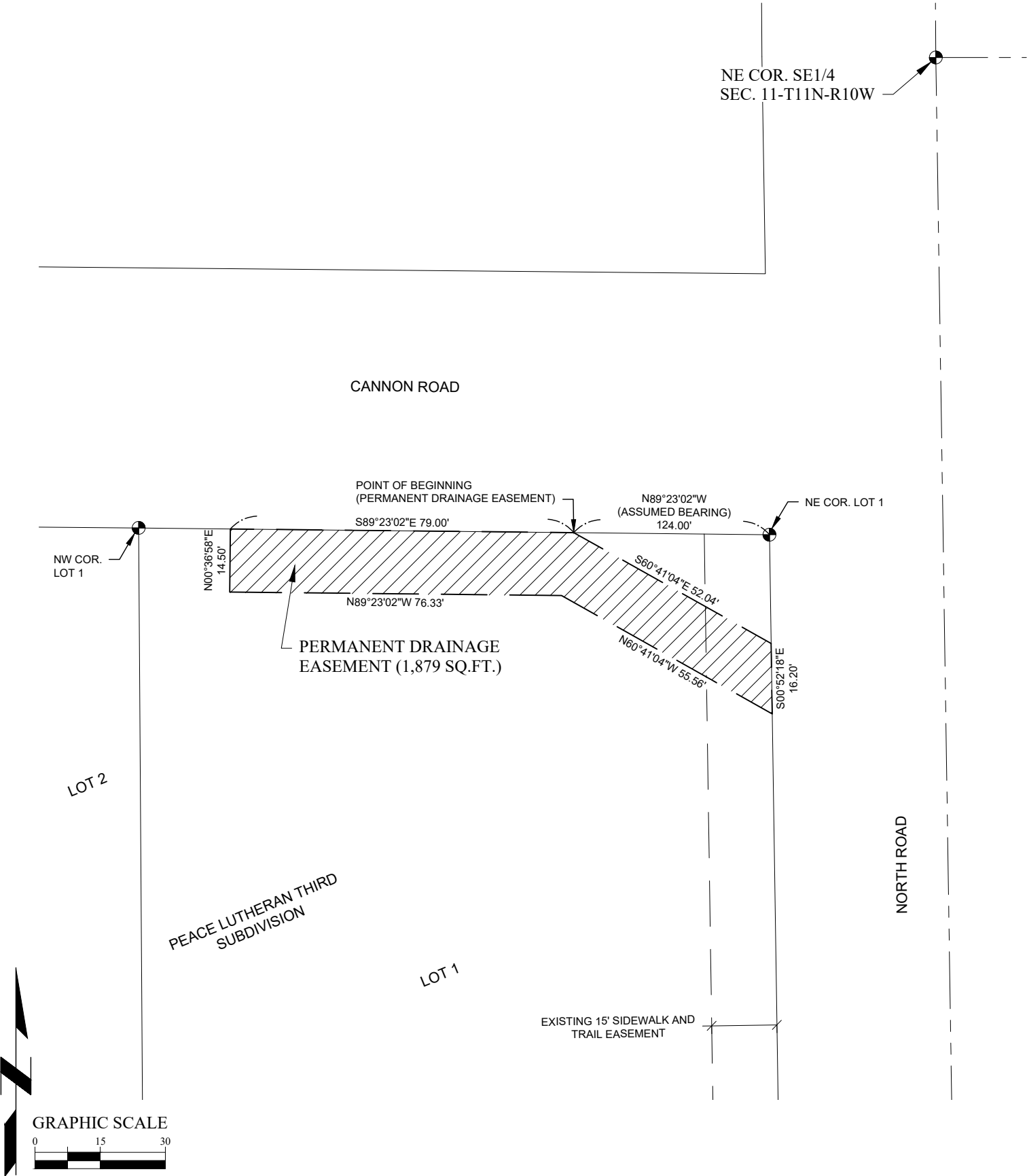
### **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public utility easement from the affected property owner for North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, in the amount of \$1,409.25.

### **Sample Motion**

Move to approve the acquisition.

PERMANENT DRAINAGE EASEMENT EXHIBIT



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND**
- MONUMENT FOUND
  - MONUMENT SET
  - CALCULATED POINT
  - D DEEDED DISTANCE
  - G GOVERNMENT DISTANCE
  - M MEASURED DISTANCE
  - P PLATTED DISTANCE
  - R RECORDED DISTANCE
- SECTION LINE
- PERMANENT DRAINAGE EASEMENT AREA

DATE	10/2/2020
SCALE	1" = 30'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 1
TRACT NO.	22



800.723.8567  
Grand Island, NE 308.381.7428  
www.jeo.com

**PERMANENT DRAINAGE EASEMENT DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 1, PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N89°23'02"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE S60°41'04"E, A DISTANCE OF 52.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S00°52'18"E ON SAID EAST LINE, A DISTANCE OF 16.20 FEET; THENCE N60°41'04"W, A DISTANCE OF 55.56 FEET; THENCE N89°23'02"W, PARALLEL WITH AND 14.50 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 76.33 FEET; THENCE N00°36'58"E, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 14.50 FEET TO SAID NORTH LINE; THENCE S89°23'02"E ON SAID NORTH LINE, A DISTANCE OF 79.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1879 SQUARE FEET, MORE OR LESS.



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item E-7

**Public Hearing on Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions at 4022 Driftwood Drive (Thomson)**

*Council action will take place under Consent Agenda item G-13.*

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:** Public Hearing on Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions at 4022 Driftwood Drive (Thomson)

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

## **Background**

A public utility easement is needed to accommodate the extension of sanitary sewer to serve an area previously unserved that is located within the new subdivision of Ellington Pointe and the existing subdivision of Westwood Park (see attached sketch). The public utility easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer within the easement.

The Engineering Division of the Public Works Department received a petition for creation of a Sanitary Sewer District to serve the new subdivision of Ellington Pointe and the existing subdivision of Westwood Park.

Sanitary Sewer District No. 544 was created by the City Council on January 28, 2020, via Ordinance No. 9755. Legal notice of the creation of the District was published in the *Grand Island Independent* on February 3, 2020, with notification mailed to all involved property owners.

City Council continued the creation of Sanitary Sewer District No. 544 on March 24, 2020, via Resolution No. 2020-78, with only one (1) protest being filed against this district. The owner represented 120.00 front feet, or 1.76% of the total district frontage of 6,802.11 feet.

## **Discussion**

A public easement is needed to accommodate the construction of Sanitary Sewer District No. 544; Ellington Pointe & Westwood Park Subdivisions. The property owner has signed the necessary document to grant the property, as shown on the attached drawing, at no cost.

<b><i>Property Owner</i></b>	<b><i>Legal Description</i></b>
Allan J. Thomson and Maureen A. Thomson	THE WEST FOURTEEN (14) FEET OF LOT FOUR (4) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

### **Alternatives**

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

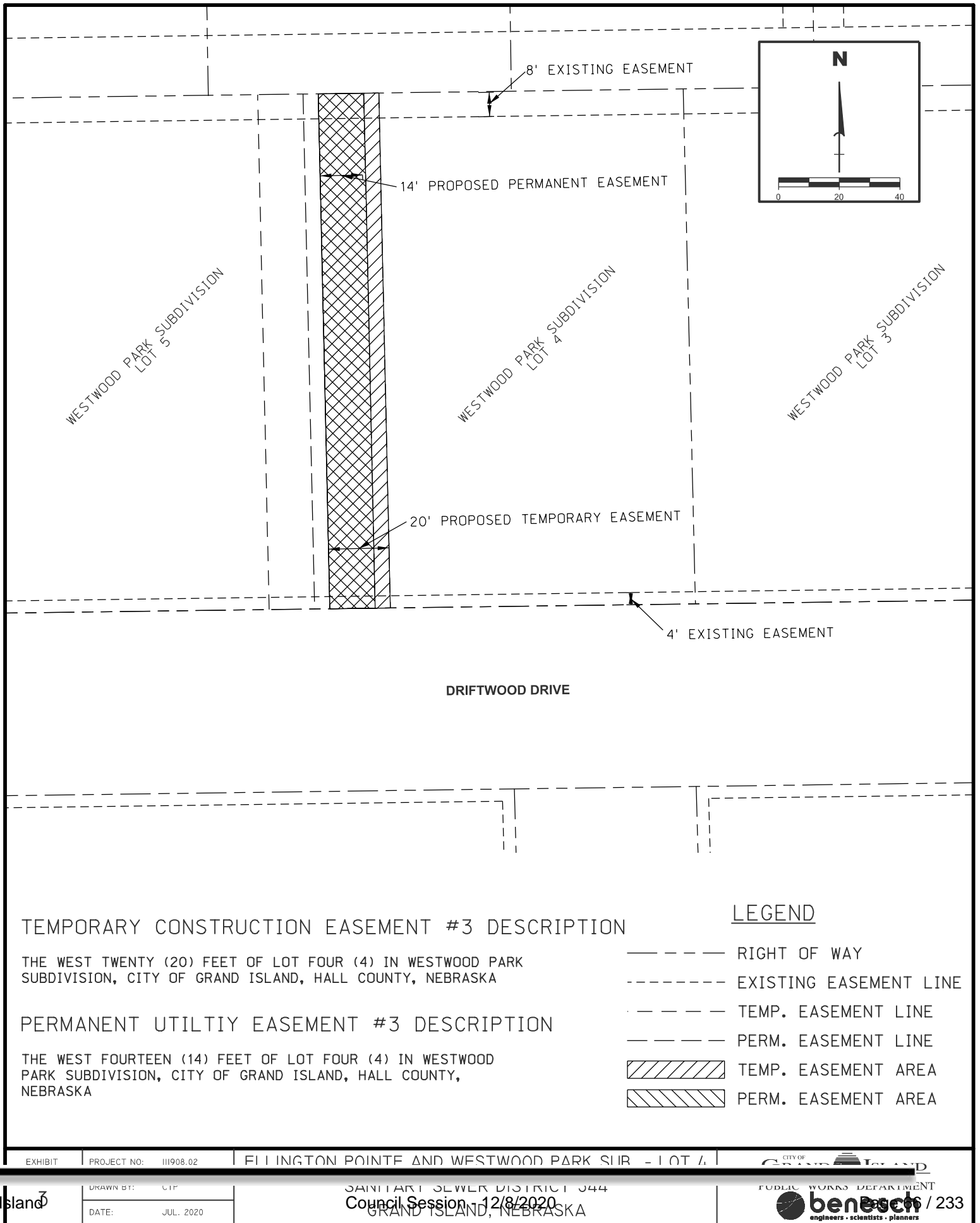
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve acquisition of the necessary permanent utility easement.

### **Sample Motion**

Move to approve the acquisition of the necessary permanent utility easement.







# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item F-1

**#9808 - Consideration of Approving City Code Amendments to Chapter 16, Adoption of the 2018 International Fire Code**

Staff Contact: Fred Hotz

# **Council Agenda Memo**

**From:** Fred Hotz, Fire Prevention Division Chief

**Meeting:** December 8, 2020

**Subject:** Amendment to Chapter 16 of the Grand Island City Code to Adopt the 2018 International Fire Code

**Presenter(s):** Fred Hotz, Fire Prevention Division Chief

## **Background**

The City of Grand Island has for generations adopted and enforced fire codes which regulate the construction of buildings within the City for the purpose of ensuring life safety and protecting property from fire and to provide safety to firefighters and emergency responders during emergency operations.

## **Discussion**

The City currently adopts and enforces the 2015 Edition of the International Fire Code as published by the International Code Council. The Building Code Advisory Board has recently reviewed the 2018 edition of the International Building Code and recommended its adoption with the revisions as outlined and adopted in last council meeting 11/10/2020. The Fire Prevention Division recommends the adoption of the “sister” code to this Building Code, the International Fire Code 2018 edition, with the revisions as outlined in the attached amended Chapter 16 of the City Code.

## **Alternatives**

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

1. Approve the request and amend the City Code to adopt the International Fire and Residential code.
2. Disapprove or /Deny the request.
3. Modify the conditional use to meet the wishes of the Council
4. Table the issue

## **Recommendation**

City Administration recommends that Council approve the recommendation of the Fire Prevention Division and begin enforcement January 1, 2021.

## **Sample Motion**

Move to approve amending Chapter 16 of the Grand Island City Code and adopting the 2018 Edition of the International Fire code and associated amendments.

ORDINANCE NO. 9808

An ordinance to amend Chapter 16 of Grand Island City Code; to amend Sections 16-1, 16-3.4, 16-3.5, 16-3.8, 16-3.9 and 16-3.10; 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 the effective date of this ordinance.

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

SECTION 1. Sections 16-1, 16-3.4, 16-3.5, 16-3.8, 16-3.9 and 16-3.10 of the Grand Island City Code Chapter 16 are amended to read as follows:

**§16-1. International Fire Code (IFC) Adopted**

The International Fire Code, 2015 **2018** Edition, published by the International Code Council, is hereby adopted, except for such portions as heretofore or hereafter have been deleted, modified, or amended by ordinance and set forth in this Code. The following sections of the Appendix shall also be adopted:

- Appendix B – Fire Flow Requirements for Buildings
- Appendix C – Fire Hydrant Locations and Distribution
- Appendix D – Fire Apparatus Access Roads
- Appendix E – Hazard Categories
- Appendix F – Hazard Rankings
- Appendix I – Fire Protection Systems-Noncompliant Conditions
- Appendix K – Construction Requirements For Existing Ambulatory Care Facilities**
- Appendix N – Indoor Trade Shows and Exhibitions**

One copy of said Code shall be filed in the office of the City Clerk as provided by law.

**§16-3.4. IFC – Amendment of Section 109.4**

Section 109.4 of the International Fire Code is hereby amended to read as follows:

~~109.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties as prescribed by law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

**§16-3.5. IFC – Amendment of Section ~~111.4~~ 112.4**

Section ~~111.4~~ **112.4** of the International Fire Code is hereby amended to read as follows:

~~111.4~~ **112.4** Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

**§16-3.8. IFC – Amendment of Section ~~106.2~~ 107.2**

Section ~~106.2~~ **107.2** of the International Fire Code is hereby amended to read as follows:

106.2 Inspections. The *fire code official* is authorized to conduct such inspections as are deemed

Approved as to Form	<input type="checkbox"/>	_____
December 4, 2020	<input type="checkbox"/>	City Attorney

## ORDINANCE NO. 9808 (Cont.)

necessary to determine the extent of compliance with the provisions of this code and to approve reports of inspection by *approved* agencies or individuals. All reports of such inspections shall be prepared and submitted in writing for review and approval. Inspection reports shall be certified by a responsible officer of such *approved* agency or by the responsible individual. The *fire code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual, detailed or complex technical issues subject to the approval of the governing body.

If violations of this Chapter 16, Article I and this code are identified during a routine Occupancy Use Inspection the Fire Prevention Chief may revoke the Fire Safety Occupancy Permit until such time as corrections are made. Such actions shall be in writing and shall contain the reasons for the revocation.

### **§16-3.9. IFC – Amendment of Section 108 Board of Appeals**

Section ~~108~~ **109** of the International Fire Code is hereby amended as follows:

Section ~~108~~ **109** Board of Appeals

The Building Code Advisory Board established by city ordinance §8.6 is hereby recognized for purposes of determining the suitability of alternate materials and methods of construction.

### **§16-3.10. IFC – Amendment of Section ~~109~~ **110** Violations**

Section 109 of the International Fire Code is hereby amended as follows:

[A] ~~109.4~~ **110.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire official*, or of a permit or certificate used under provisions of this code, shall be guilty of an infraction, punishable by a fine of not more than \$500.00. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

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: December 8, 2020.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item F-2

**#9809 - Consideration of Vacation of Public Utility Easements in Lewis Acres Subdivision; 3225 W Wildwood Drive (Station 31, LLC)**

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:** Consideration of Vacation of Public Utility Easements in Lewis Acres Subdivision; 3225 W Wildwood Drive (Station 31, LLC)

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

## **Background**

Public utility easements within Lewis Acres Subdivision were filed with Hall County as Instrument No.'s 0200315058 and 0200305042. An application for vacation of such easements has been received by Public Works Administration.

## **Discussion**

The current property owner of 3225 West Wildwood Drive is requesting to vacate such dedicated easements to allow for redevelopment of the area. There are no utilities currently or proposed within these easements that will be affected by the vacation. The attached sketch details the referenced easements to be vacated.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council pass an ordinance vacating the public utility easements in Lewis Acres Subdivision; 3225 West Wildwood Drive (Station 31, LLC).

## **Sample Motion**

Move to pass an ordinance vacating the easements.

ORDINANCE NO. 9809

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

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

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

*ALL OF INSTRUMENT NO. 200315058, FILED ON NOVEMBER 17, 2003 AND  
INSTRUMENT NO. 200305042 FILED ON APRIL 24, 2003*

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

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

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



ORDINANCE NO. 9809 (Cont.)

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: December 8, 2020

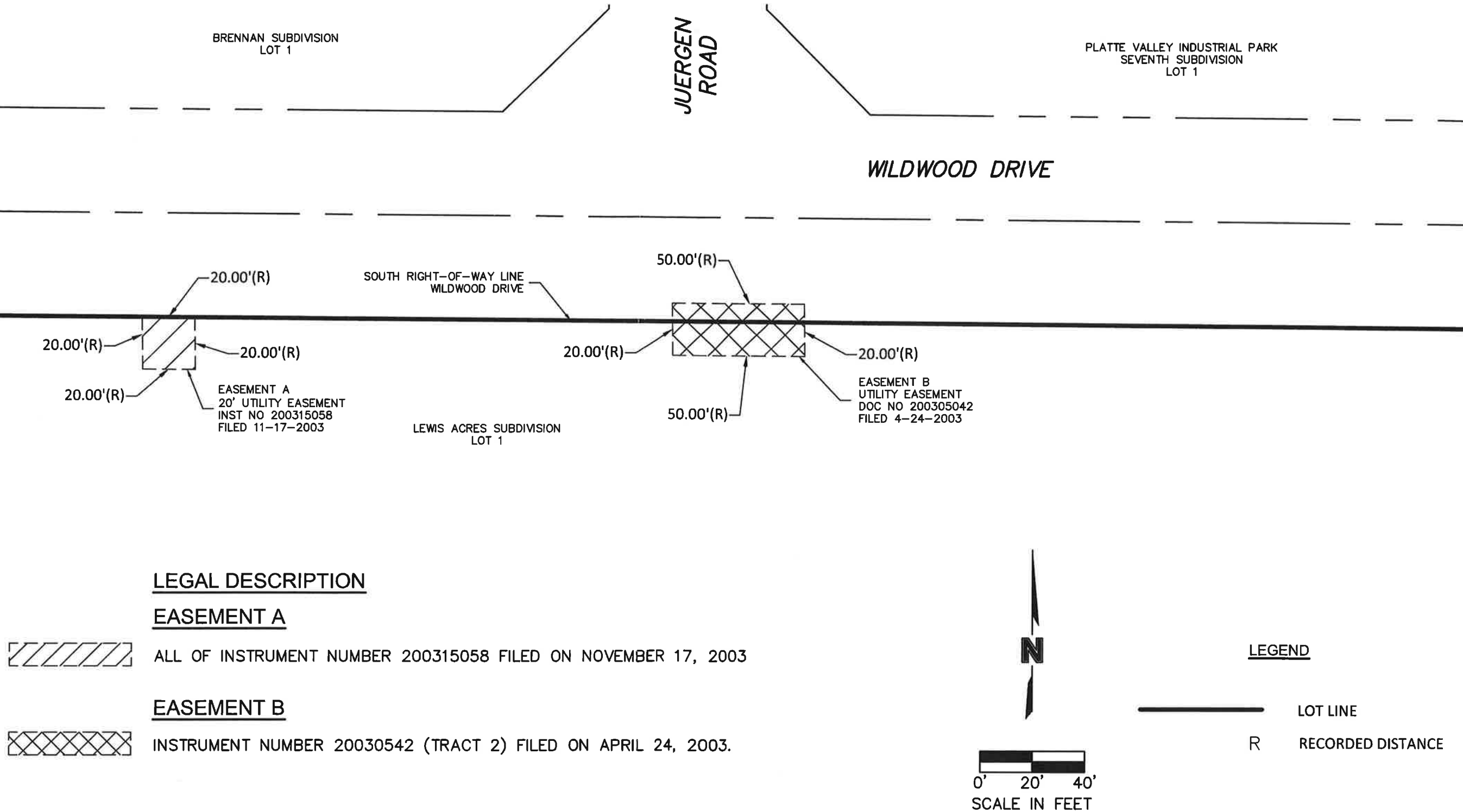
\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

# VACATE EXHIBIT

TWO EASEMENTS LOCATED IN LOT 1, LEWIS ACRES SUBDIVISION  
HALL COUNTY, NEBRASKA



DWG: F:\2020\2501-3000\020-2628\40-Design\Exhibits\V\_XHIBIT\_VACATE EASEMENT\_20-2628.dwg  
DATE: Nov 10, 2020 12:34pm  
XREFS: V\_XRWAY\_0202628  
USER: slongsine

PROJECT: 020-2628  
DRAWN BY: SDL  
DATE: 11-9-2020

EASEMENT VACATE EXHIBIT

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

FIGURE  
F-1



# **City of Grand Island**

**Tuesday, December 8, 2020**

**Council Session**

## **Item G-1**

**Receipt of Official Document – Tort Claim filed by Rosa Bustamante**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** Stacy Nonhof, Interim City Attorney

**Meeting:** December 8, 2020

**Subject:** Receipt of Official Document – Tort Claim filed by Rosa Bustamante

**Presenter(s):** Stacy Nonhof, Interim City Attorney

## **Background**

The City of Grand Island has received a Notice of Tort Claim from Rosa Bustamante alleging she was injured in a motor vehicle accident collision involving a Grand Island Police Officer vehicle.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Rosa Bustamante is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Grand Island, a written notice of the claim must be filed with the City Clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Grand Island has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Attorney's office, and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask that comments be carefully considered so that the legal rights of all parties are preserved.

### **Discussion**

This is not an item for council action other than to simply acknowledge that the claim has been received.

### **Recommendation**

City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

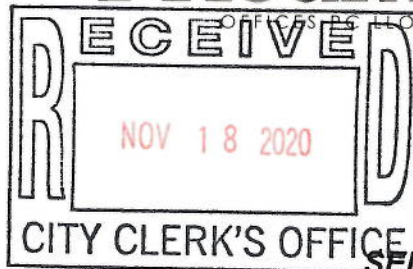
### **Sample Motion**

Move to approve acknowledgement of the tort Claim filed by Rosa Bustamante.

Herbert J. Friedman  
Daniel H. Friedman  
Robert R. Moodie  
Gregory R. Coffey  
Stephen A. Sael  
Meaghan A. Geraghty

**Friedman** **LAW**

Established 1962



November 13, 2020

City of Grand Island, Nebraska, City Clerk  
100 E First Street  
Grand Island, NE 68801

**SENT VIA CERTIFIED MAIL**

**POLITICAL SUBDIVISION TORT CLAIM**

RE: Bustamante, Rosa v. Jacobson, Trevor and City of Grand Island, NE  
Our File No.: 20-114

Dear Sir or Ma'am:

This office represents Rosa Bustamante. On or about July 13, 2020, Rosa Bustamante was injured in a motor vehicle collision occurring at the intersection of Walnut and 2<sup>nd</sup> Street, Grand Island, Hall County, Nebraska and involving a Grand Island Police vehicle driven by Trevor Jacobson.

Our investigation reveals that the proximate cause of the injury was the negligence of Trevor Jacobson to keep his vehicle under control. Ms. Bustamante has required medical treatment, and will require additional treatment in the future. Ms. Bustamante also suffered general damages.

Claim is made against Grand Island, Hall County, Nebraska under the provisions of the Political Subdivisions Tort Claim Act in the amount of One Million Dollars (\$1,000,000.00).

Very truly yours,

FRIEDMAN LAW OFFICES, P.C., L.L.O.

Gregory R. Coffey  
gcoffey@friedmanlaw.com  
GRC/drm

Cc: Grand Island City Attorney via certified mail

cc: Admin  
Legat  
HR

P.O. Box 82009 3800 Normal Blvd. Lincoln, NE 68501-2009 (402) 476-1093 fax (402) 476-8364 www.friedmanlaw.com

11-18-2020



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-2

**#2020-317 - Approving Request from Chicken Coop of Grand Island, Inc. dba Chicken Coop Sports Bar and Grill, 103 East 3rd Street for an Addition to Class "CG-062016" Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2020-317

WHEREAS, an application was filed by Chicken Coop of Grand Island, Inc. doing business as Chicken Coop Sports Bar and Grill, 103 East 3rd Street for an Addition to their Class "CG-062016" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on November 28, 2020; such publication cost being \$18.24; and

WHEREAS, a public hearing was held on December 8, 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: \_\_\_\_\_  
\_\_\_\_\_

- - -

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





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-3

**#2020-318 - Approving Bid Award - Water Main Project 2021-W-2  
- Newcastle Road**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** December 8, 2020

**Subject:** Water Main Project 2021-W-2 - Newcastle Road – East of Windsor Road to Coventry Lane

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Water Main Project 2021-W-2 will install an 8” ductile iron water main along Newcastle Road from approximately 300 feet east of Windsor Road to Coventry Lane through trenchless construction methods; also, water service connections, pavement removal and restoration. The work will replace the existing water main within Newcastle Road which has been subject to multiple breaks over its lifetime.

## **Discussion**

Bidding documents were advertised in accordance with City Procurement Codes. Three bids and one alternate bid were received and publicly opened at 2:00 p.m. on November 19, 2020. The estimate for this project was \$230,000.

The bids have been reviewed and evaluated. Myers Construction Company did have an exception that stated their start date would be ten days after the Notice to Proceed. This did not affect the evaluation of bids. The bids are without error. Tabulated below are the Evaluated Bid Prices and Completion Dates.

Bidder	Bid Security	Exceptions	Evaluated Bid Price	Completion
Diamond Engineering Co. Grand Island, NE	Universal Surety Co.	None	\$147,273.85	6/3/2021
Van Kirk Bros Contracting Sutton, NE	Universal Surety Co.	None	\$181,607.16	6/15/2021
Myers Const., Inc. Broken Bow, NE	United Fire & Casualty Co.	Noted	\$193,601.76	5/30/2021
Myers Const, Inc. Broken Bow, NE	United Fire & Casualty Co.	Noted	\$181,280.40	5/30/2021

## **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 award the contract for Water Main Project 2021-W-2 to the low responsive bidder, The Diamond Engineering Company in the amount of \$147,273.85.

## **Sample Motion**

Move to approve the contract for Water Main Project 2021-W-2 to the Diamond Engineering Company in the amount of \$147,273.85.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** November 19, 2020 at 2:00 p.m.  
**FOR:** Water Main Project 2021-W-2 – Newcastle Road  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$230,000.00  
**FUND/ACCOUNT:** 525  
**PUBLICATION DATE:** November 5, 2020  
**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

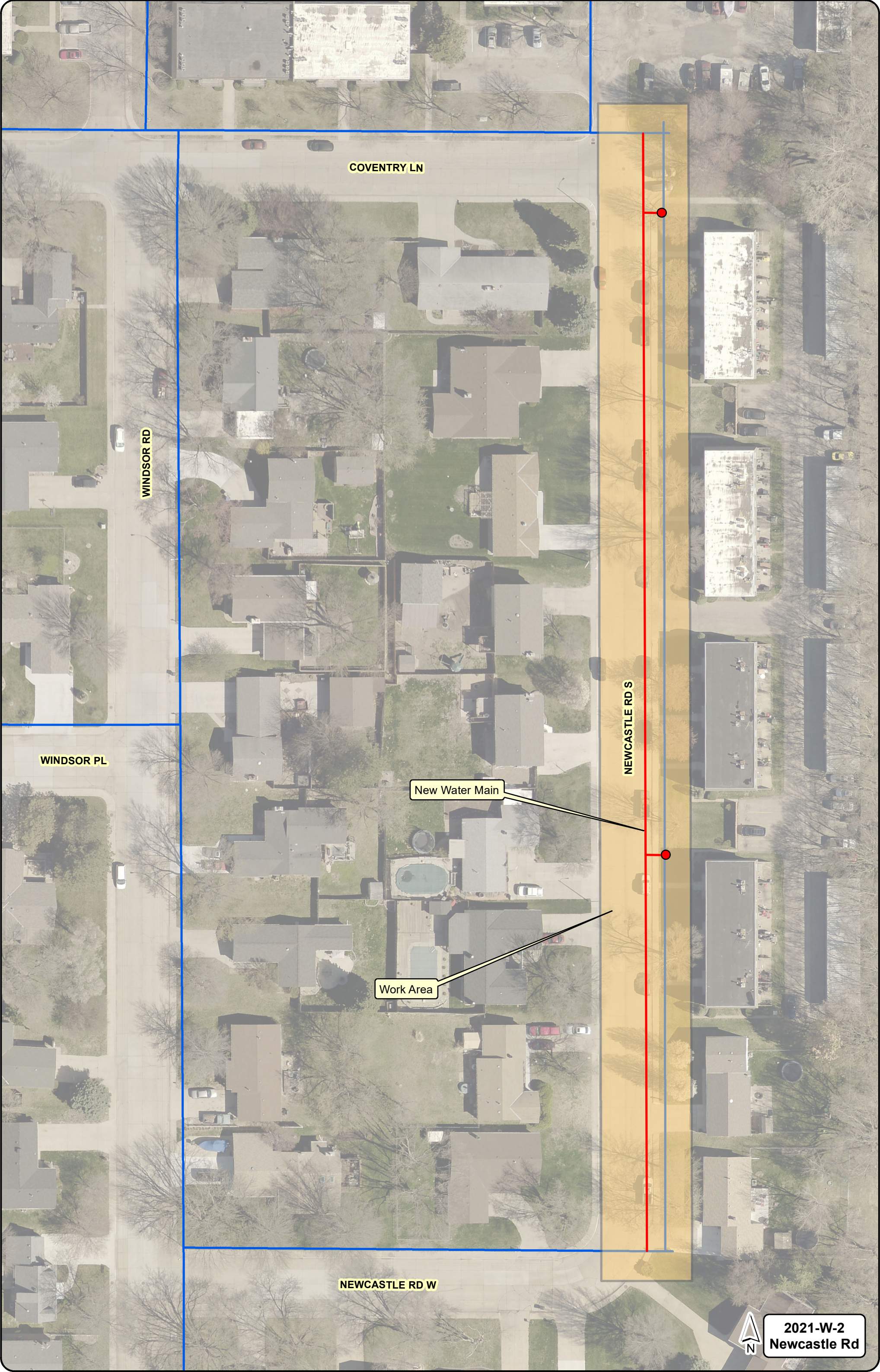
<b>Bidder:</b>	<b><u>Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>Van Kirk Bros. Contracting</u></b> Sutton, NE
<b>Bid Security:</b>	Universal Surety Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$147,273.85	\$181,607.16
<b>Bidder:</b>	<b><u>Myers Construction, Inc.</u></b> Broken Bow, NE	
<b>Bid Security:</b>	United Fire & Casualty Co.	
<b>Exceptions:</b>	None	
<b>Bid Price:</b>	\$193,601.76	
<b>Alternate Bid:</b>	\$181,280.40	

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Christy Leshner, Utilities Dept.

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Jamie Royer, Civil Engineer II

**P2238**





2021-W-2  
Newcastle Rd



WATER MAIN PROJECT 2021-W-2

Bids Received 11/19/2020

NEWCASTLE ROAD - EAST OF WINDSOR ROAD TO COVENTRY LANE

				Diamond Engineering Co.		Van Kirk Bros. Contracting		Myers Construction, Inc.			Myers Construction, Inc. (ALTERNATE)			
Item	Description	Estimated		Grand Island, NE		Sutton, NE		Broken Bow, NE			Broken Bow, NE			
		Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Alt. Bid	Quantity	Unit	Total Price	
D.1.01	8" R.J. D.I. PIPE	706.90	L.F.	\$79.54	\$56,226.83	\$98.00	\$69,276.20	\$89.60	\$63,338.24	706.90	L.F.	\$89.60	\$63,338.24	
D.1.02	6" S.J. D.I. PIPE	45.40	L.F.	\$59.11	\$2,683.59	\$50.00	\$2,270.00	\$85.00	\$3,859.00	45.40	L.F.	\$85.00	\$3,859.00	
D.1.03	8 MIL. POLYWRAP	752.30	L.F.	\$1.41	\$1,060.74	\$1.25	\$940.38	\$2.04	\$1,534.69	752.30	L.F.	\$2.04	\$1,534.69	
D.1.04	8"X8" TAPPING SLEEVE	1.00	EA.	\$1,313.10	\$1,313.10	\$1,500.00	\$1,500.00	\$1,602.33	\$1,602.33	1.00	EA.	\$1,602.33	\$1,602.33	
D.1.05	8"X8"X8" M.J. WYE	1.00	EA.	\$480.82	\$480.82	\$550.00	\$550.00	\$450.00	\$450.00	1.00	EA.	\$450.00	\$450.00	
D.1.06	8"X6" M.J. TEE	2.00	EA.	\$386.98	\$773.96	\$375.00	\$750.00	\$374.20	\$748.40	2.00	EA.	\$374.20	\$748.40	
D.1.07	8"X6" M.J. REDUCER	1.00	EA.	\$161.99	\$161.99	\$270.00	\$270.00	\$265.20	\$265.20	1.00	EA.	\$265.20	\$265.20	
D.1.08	8" RETAINER GLAND	10.00	EA.	\$105.14	\$1,051.40	\$60.00	\$600.00	\$126.00	\$1,260.00	10.00	EA.	\$126.00	\$1,260.00	
D.1.09	8" SOLID SLEEVE	1.00	EA.	\$221.97	\$221.97	\$650.00	\$650.00	\$921.36	\$921.36	0.00	EA.	\$0.00	\$0.00	
D.1.10	8" M.J. PLUG	1.00	EA.	\$163.92	\$163.92	\$180.00	\$180.00	\$124.83	\$124.83	1.00	EA.	\$124.83	\$124.83	
D.1.11	6"X6" TAPPING SLEEVE	1.00	EA.	\$996.96	\$996.96	\$1,350.00	\$1,350.00	\$1,435.50	\$1,435.50	1.00	EA.	\$1,435.50	\$1,435.50	
D.1.12	6"X90 M.J. BEND	1.00	EA.	\$218.61	\$218.61	\$216.00	\$216.00	\$209.04	\$209.04	1.00	EA.	\$209.04	\$209.04	
D.1.13	6"X45 M.J. BEND	1.00	EA.	\$202.52	\$202.52	\$225.00	\$225.00	\$170.32	\$170.32	1.00	EA.	\$170.32	\$170.32	
D.1.14	6" M.J. CAP	2.00	EA.	\$134.71	\$269.42	\$150.00	\$300.00	\$106.45	\$212.90	2.00	EA.	\$106.45	\$212.90	
D.1.15	6" RETAINER GLANDS	8.00	EA.	\$86.69	\$693.52	\$45.00	\$360.00	\$186.00	\$1,488.00	8.00	EA.	\$186.00	\$1,488.00	
D.1.16	6" M.J. 2" TAPPED PLUG	2.00	EA.	\$176.32	\$352.64	\$200.00	\$400.00	\$241.92	\$483.84	2.00	EA.	\$241.92	\$483.84	
D.1.17	FIRE HYDRANT	2.00	EA.	\$355.73	\$711.46	\$1,000.00	\$2,000.00	\$3,453.68	\$6,907.36	2.00	EA.	\$3,453.68	\$6,907.36	
D.1.18	6"X12" OFFSET FITTING	1.00	EA.	\$735.42	\$735.42	\$255.00	\$255.00	\$1,323.64	\$1,323.64	1.00	EA.	\$1,323.64	\$1,323.64	
D.1.19	6"X24" OFFSET FITTING	2.00	EA.	\$875.46	\$1,750.92	\$350.00	\$700.00	\$1,438.19	\$2,876.38	2.00	EA.	\$1,438.19	\$2,876.38	
D.1.20	8" R.S. GATE TAPPING VALVE	1.00	EA.	\$1,894.74	\$1,894.74	\$1,950.00	\$1,950.00	\$2,712.70	\$2,712.70	1.00	EA.	\$2,712.70	\$2,712.70	
D.1.21	6" R.S. GATE TAPPING VALVE	1.00	EA.	\$1,310.11	\$1,310.11	\$1,550.00	\$1,550.00	\$1,833.45	\$1,833.45	1.00	EA.	\$1,833.45	\$1,833.45	
D.1.22	8" R.S. GATE VALVE	1.00	EA.	\$1,545.15	\$1,545.15	\$1,510.00	\$1,510.00	\$2,055.08	\$2,055.08	1.00	EA.	\$2,055.08	\$2,055.08	
D.1.23	6" R.S. GATE VALVE	2.00	EA.	\$1,027.78	\$2,055.56	\$1,025.00	\$2,050.00	\$1,290.73	\$2,581.46	2.00	EA.	\$1,290.73	\$2,581.46	
D.1.24	VALVE BOX	5.00	EA.	\$177.87	\$889.35	\$185.00	\$925.00	\$210.00	\$1,050.00	5.00	EA.	\$210.00	\$1,050.00	
D.1.25	THRUST BLOCK	3.00	EA.	\$234.38	\$703.14	\$85.00	\$255.00	\$565.00	\$1,695.00	3.00	EA.	\$565.00	\$1,695.00	
D.1.26	I BEAM BLOCK	1.00	EA.	\$854.42	\$854.42	\$600.00	\$600.00	\$550.00	\$550.00	1.00	EA.	\$550.00	\$550.00	
D.1.27	CONCRETE PLUG	4.00	EA.	\$156.42	\$625.68	\$65.00	\$260.00	\$375.00	\$1,500.00	4.00	EA.	\$375.00	\$1,500.00	
D.1.28	DUC-LUGS & REDI-ROD	2.00	SETS	\$164.57	\$329.14	\$100.00	\$200.00	\$325.00	\$650.00	2.00	SETS	\$325.00	\$650.00	
D.1.29	1" CURB STOP	2.00	EA.	\$238.61	\$477.22	\$270.00	\$540.00	\$407.16	\$814.32	2.00	EA.	\$407.16	\$814.32	
D.1.30	1" CORPORATION STOP	10.00	EA.	\$148.18	\$1,481.80	\$238.00	\$2,380.00	\$260.16	\$2,601.60	10.00	EA.	\$260.16	\$2,601.60	
D.1.31	1" TYPE "K" COPPER PIPING	29.70	L.F.	\$43.29	\$1,285.71	\$25.00	\$742.50	\$25.00	\$742.50	29.70	L.F.	\$25.00	\$742.50	
D.1.32	1.5" CURB STOP	4.00	EA.	\$476.35	\$1,905.40	\$500.00	\$2,000.00	\$633.26	\$2,533.04	4.00	EA.	\$633.26	\$2,533.04	
D.1.33	1.5" CORPORATION STOP	4.00	EA.	\$259.72	\$1,038.88	\$500.00	\$2,000.00	\$330.23	\$1,320.92	4.00	EA.	\$330.23	\$1,320.92	
D.1.34	1.5" SERVICE SADDLE	4.00	EA.	\$172.08	\$688.32	\$375.00	\$1,500.00	\$222.81	\$891.24	4.00	EA.	\$222.81	\$891.24	
D.1.35	1.5" TYPE "K" COPPER PIPING	60.40	L.F.	\$45.35	\$2,739.14	\$32.00	\$1,932.80	\$32.00	\$1,932.80	60.40	L.F.	\$32.00	\$1,932.80	
D.1.36	CURB STOP BOX	6.00	EA.	\$154.18	\$925.08	\$175.00	\$1,050.00	\$216.67	\$1,300.02	6.00	EA.	\$216.67	\$1,300.02	
D.1.37	CURB STOP BOX EXTENSION	1.00	EA.	\$53.44	\$53.44	\$40.00	\$40.00	\$36.00	\$36.00	1.00	EA.	\$36.00	\$36.00	
D.1.38	SERVICE RE-CONNECTION	8.00	EA.	\$489.80	\$3,918.40	\$250.00	\$2,000.00	\$302.60	\$2,420.80	8.00	EA.	\$302.60	\$2,420.80	
D.1.39	REMOVE AND SALVAGE EXIST. WATER MAIN	19.10	L.F.	\$17.37	\$331.77	\$20.00	\$382.00	\$25.00	\$477.50	19.10	L.F.	\$25.00	\$477.50	
D.1.40	REMOVE AND SALVAGE HYDRANT	2.00	EA.	\$188.26	\$376.52	\$250.00	\$500.00	\$1,200.00	\$2,400.00	2.00	EA.	\$1,200.00	\$2,400.00	
D.1.41	REMOVE AND SALVAGE VALVE TO CITY	1.00	EA.	\$115.11	\$115.11	\$250.00	\$250.00	\$650.00	\$650.00	1.00	EA.	\$650.00	\$650.00	
D.1.42	REMOVE AND SALVAGE VALVE BOX	2.00	EA.	\$54.44	\$108.88	\$150.00	\$300.00	\$350.00	\$700.00	2.00	EA.	\$350.00	\$700.00	
D.1.43	REMOVE, SALVAGE, AND REUSE 6" M.J. 2" TAPPED PLUG	2.00	EA.	\$201.55	\$403.10	\$210.00	\$420.00	\$650.00	\$1,300.00	2.00	EA.	\$650.00	\$1,300.00	
D.1.44	ABANDON VALVE	1.00	EA.	\$63.17	\$63.17	\$125.00	\$125.00	\$350.00	\$350.00	1.00	EA.	\$350.00	\$350.00	
D.1.45	REMOVE EXISTING ROADWAY	285.90	S.Y.	\$8.76	\$2,504.48	\$8.50	\$2,430.15	\$6.00	\$1,715.40	245.90	S.Y.	\$6.00	\$1,475.40	
D.1.46	REPLACE ROADWAY (47B MODIFIED)	285.90	S.Y.	\$52.76	\$15,084.08	\$60.00	\$17,154.00	\$66.00	\$18,869.40	245.90	S.Y.	\$66.00	\$16,229.40	
D.1.47	REMOVE CURB	290.00	L.F.	\$3.16	\$916.40	\$10.00	\$2,900.00	\$7.00	\$2,030.00	250.00	L.F.	\$7.00	\$1,750.00	
D.1.48	REPLACE CURB	290.00	L.F.	\$12.87	\$3,732.30	\$35.00	\$10,150.00	\$35.00	\$10,150.00	250.00	L.F.	\$35.00	\$8,750.00	
D.1.49	REMOVE SIDEWALK	242.50	S.F.	\$1.16	\$281.30	\$1.25	\$303.13	\$2.00	\$485.00	242.50	S.F.	\$2.00	\$485.00	
D.1.50	REPLACE SIDEWALK	242.50	S.F.	\$6.55	\$1,588.38	\$6.00	\$1,455.00	\$7.00	\$1,697.50	242.50	S.F.	\$7.00	\$1,697.50	
D.1.51	ADA REPLACEMENT	1.00	L.S.	\$804.55	\$804.55	\$2,700.00	\$2,700.00	\$550.00	\$550.00	1.00	L.S.	\$550.00	\$550.00	
D.1.52	SODDING	970.00	S.F.	\$1.50	\$1,455.00	\$8.00	\$7,760.00	\$1.50	\$1,455.00	970.00	S.F.	\$1.50	\$1,455.00	
D.1.53	TRAFFIC CONTROL	1.00	L.S.	\$997.38	\$997.38	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	1.00	L.S.	\$4,500.00	\$4,500.00	
D.1.54	WELLHEAD	2.00	L.S.	\$11,860.48	\$23,720.96	\$12,500.00	\$25,000.00	\$13,920.00	\$27,840.00	2.00	L.S.	\$10,500.00	\$21,000.00	
				\$147,273.85		\$181,607.16		\$193,601.76			\$181,280.40			
				Exceptions None		Exceptions None		Exceptions Noted			Exceptions Noted			
				Completion: 6/3/2021		Completion: 6/15/2021		Completion: 5/30/2021			Completion: 5/30/2021			

RESOLUTION 2020-318

WHEREAS, the City of Grand Island invited sealed bids for construction of Water Main Project 2021-W-2 – Newcastle Road, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 19, 2020, bids were received, opened and reviewed; and

WHEREAS, the Diamond Engineering Company of Grand Island, 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 \$147,273.85; and

WHEREAS, the bid of Diamond Engineering is less than the estimate for the construction of Water Main Project 2021-W-2 – Newcastle Road.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company, in the amount of \$147,273.85, is hereby approved as the lowest responsible bid.

- - -

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



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-4

**#2020-319 - Approving Acquisition of Utility Easement - 3447 N. Highway 281 - Kramer's Auto Parts and Iron Company, Inc.**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof



RESOLUTION 2020-319

WHEREAS, a public utility easement is required by the City of Grand Island from Kramer's Auto Parts and Iron Company, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on December 8, 2020, for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located through a part of the Southwest Quarter (SW ¼) of Section Thirty-Three (33), Township Twelve (12) North, Range Nine (9) West of the 6<sup>th</sup> PM, in Hall County, Nebraska, and more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter (SW1/4) of Section Thirty-Three (33), Township Twelve (12) North, Range Nine (9) West, of the 6<sup>th</sup> PM, Hall County, Nebraska; thence southerly along the westerly line of said Southwest Quarter (SW1/4), a distance of eight hundred sixty-two and forty-one hundredths (862.41) feet; thence easterly and parallel with the southerly line of said Southwest Quarter (SW1/4), a distance of sixty-six (66.0) feet to a point on the Northwest corner of tract of land described in Instrument No. 94-108632 recorded in the Hall County, Nebraska Register of Deeds Office, said point also being the ACTUAL Point of Beginning; thence continuing easterly along the previously described line, a distance of four hundred forty-five (445.0) feet to the point of termination.

The above-described easement and right-of-way containing a total of 0.20 acres, more or less, as shown on the plat dated 10/9/2020, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Kramer's Auto Parts and Iron Company Inc., on the above-described tract of land.

- - -

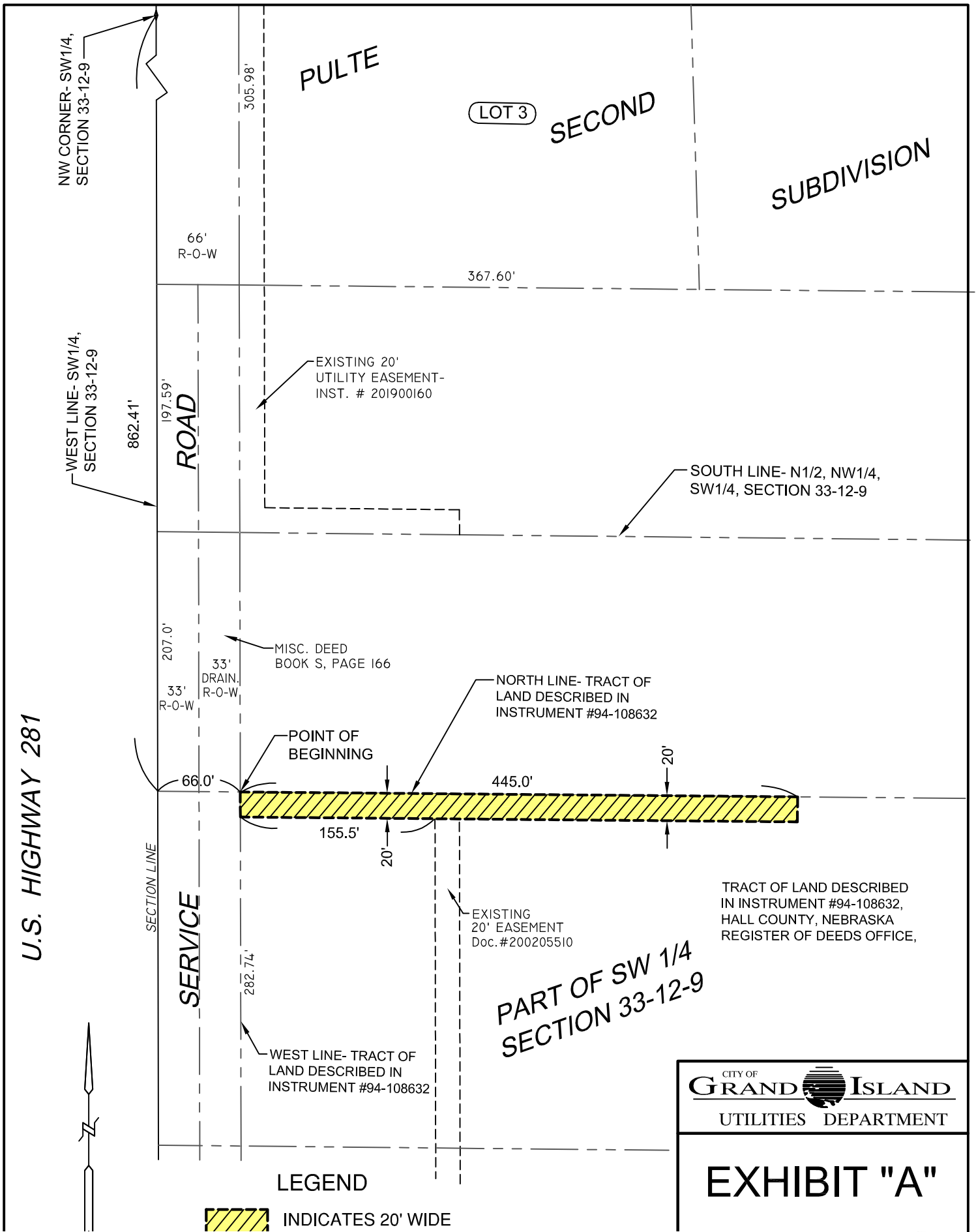
Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
December 2, 2020	<input type="checkbox"/> City Attorney





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-5

**#2020-320 - Approving Certificate of Final Completion for Water Main Project 2020-W-5 - Pleasant View Drive**

Staff Contact: Tim Luchsinger, Utilities Director

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** December 8, 2020

**Subject:** Water Main Project 2020-W-5 – Pleasant View Drive  
Conflicts Certificate of Final Completion

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Water Main Project 2020-W-5 has been completed by Starostka Group Unlimited, Inc., of Grand Island, Nebraska. This water main project 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 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 \$90,344.46.

## **Alternatives**

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

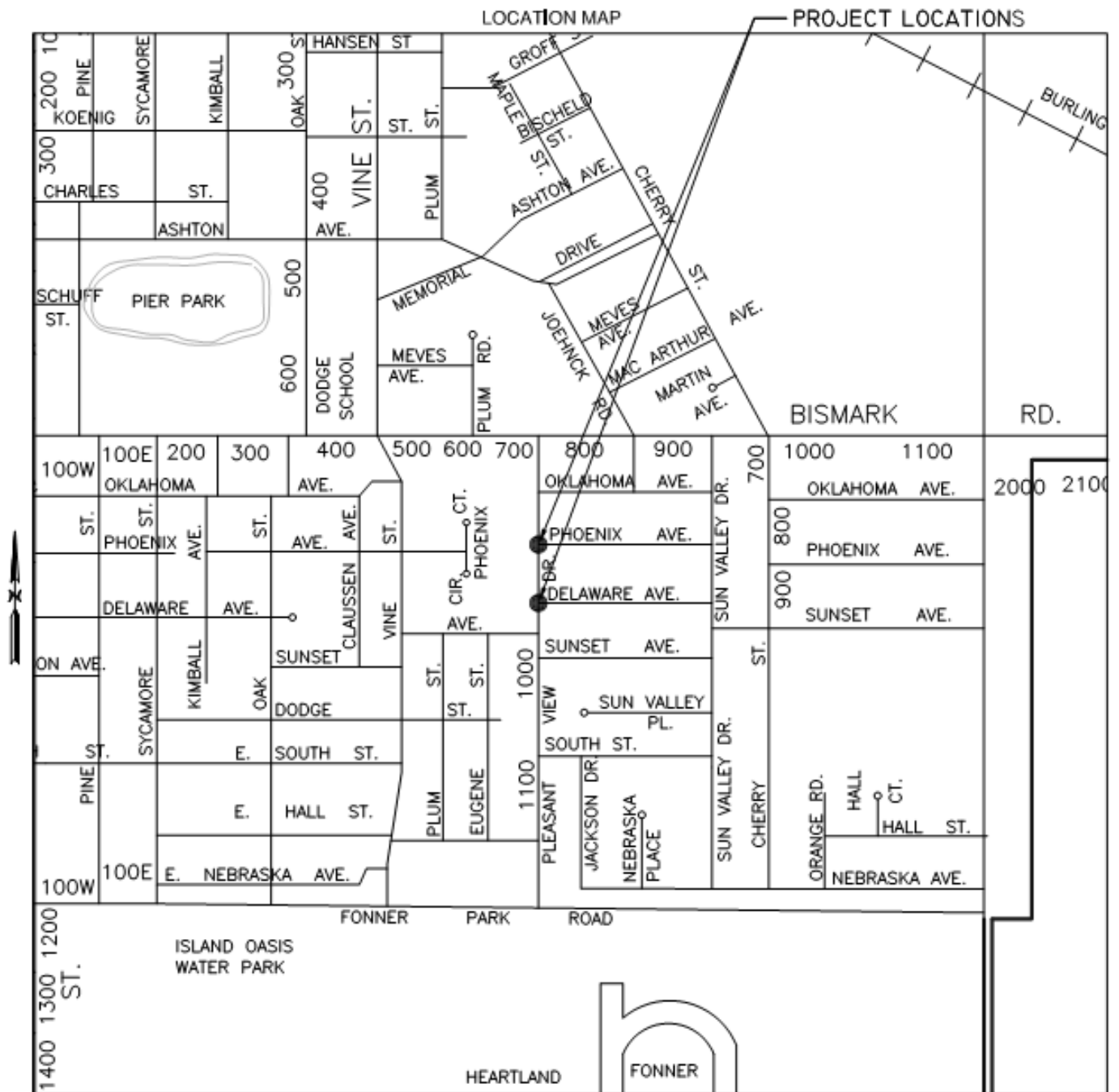
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council accept the Certificate of Final Completion for Water Main Project 2020-W-5, Pleasant View Drive conflicts.

## **Sample Motion**

Move to approve the Certificate of Final Completion for Water Main Project 2020-W-5 – Pleasant View Drive conflicts.



## ENGINEER'S CERTIFICATE OF FINAL COMPLETION


### Water Main Project 2020-W-5

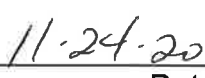
Water Main Project 2020-W-5 was installed under a contract issued to Starostka Group Unlimited, Inc. of Grand Island, NE. The project resolved storm sewer and water main conflicts in the Pleasant View Drive/Phoenix Avenue and Pleasant View Drive/Delaware Avenue intersections. The work has been fully 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-5 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-5  
Pleasant View Conflicts

December 8, 2020,

Water Main Project 2020-W-5 was awarded to Starostka Group Unlimited Inc., 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-5  
Pleasant View Conflicts

December 8, 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-5 be approved.

Respectfully Submitted,

\_\_\_\_\_  
Roger G. Steele, Mayor

RESOLUTION 2020-320

WHEREAS, the Utilities Engineer and Public Works Director have issued a Certificate of Final Completion for Water Main Project 2020-W-5 within the intersections of Pleasant View Drive/Phoenix Avenue and Pleasant View Drive/Delaware Avenue in the City of Grand Island, Nebraska, certifying that Starostka Group Unlimited, Inc., 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-5 – Pleasant View Drive/Phoenix Avenue and Pleasant View Drive/Delaware Avenue, is hereby confirmed.

- - -

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





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-6

**#2020-321 - Approving Change Order #1 for Water Main Project 2020-W-2 (Greenwich Street) and Water Main Project 2020-W-3 (State Street)**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** December 8, 2020

**Subject:** Water Main Projects 2020-W-2 and 2020-W-3 Change Order #1

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Water Main Projects 2020-W-2 and 2020-W-3 installed approximately 3,045 linear feet of 8" diameter ductile-iron water main. The Greenwich Street work improved domestic supply and increased fire protection to the area while the work on State Street resolved the growing number of water main breaks in that area.

## **Discussion**

The original contract was awarded by City Council on February 25, 2020, in the amount of \$734,775.12 to Myers Construction of Broken Bow, Nebraska. The following scope alteration were encountered:

Additional items were required to complete the project due to encountering sanitary sewer construction differing from that of record. The water main had to be lowered beneath the sewer which required additional dewatering. The total cost for the additional items is \$12,410.61.

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 price. A significant portion of the reduced quantities is due to less pavement removed and replaced. This total is a deduct of \$19,524.31.

The original Engineer's Estimate was \$760,000.00. The original contract was for \$734,775.12. The total changes to the contract amount to a deduct of \$7,113.70. This results in a final contract cost of \$727,661.42.

## **Alternatives**

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

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

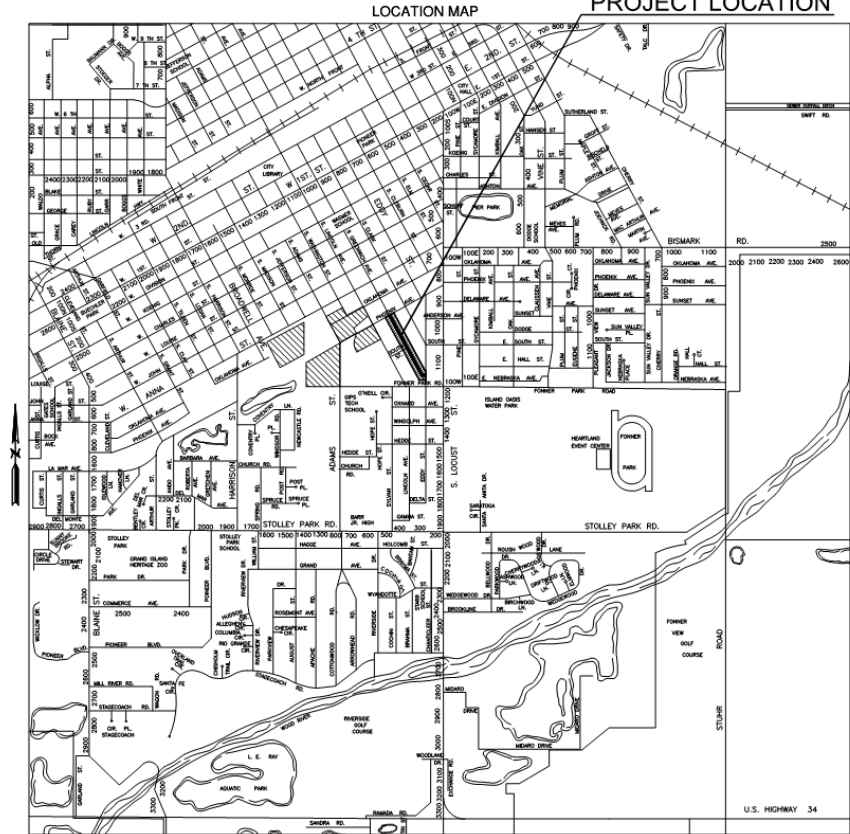
## **Recommendation**

City Administration recommends that the Council approve Change Order #1 to the Water Main Projects 2020-W-2 and 2020-W-3 Contract in the deduct amount of \$7,113.70, for a final contract amount of \$727,661.42.

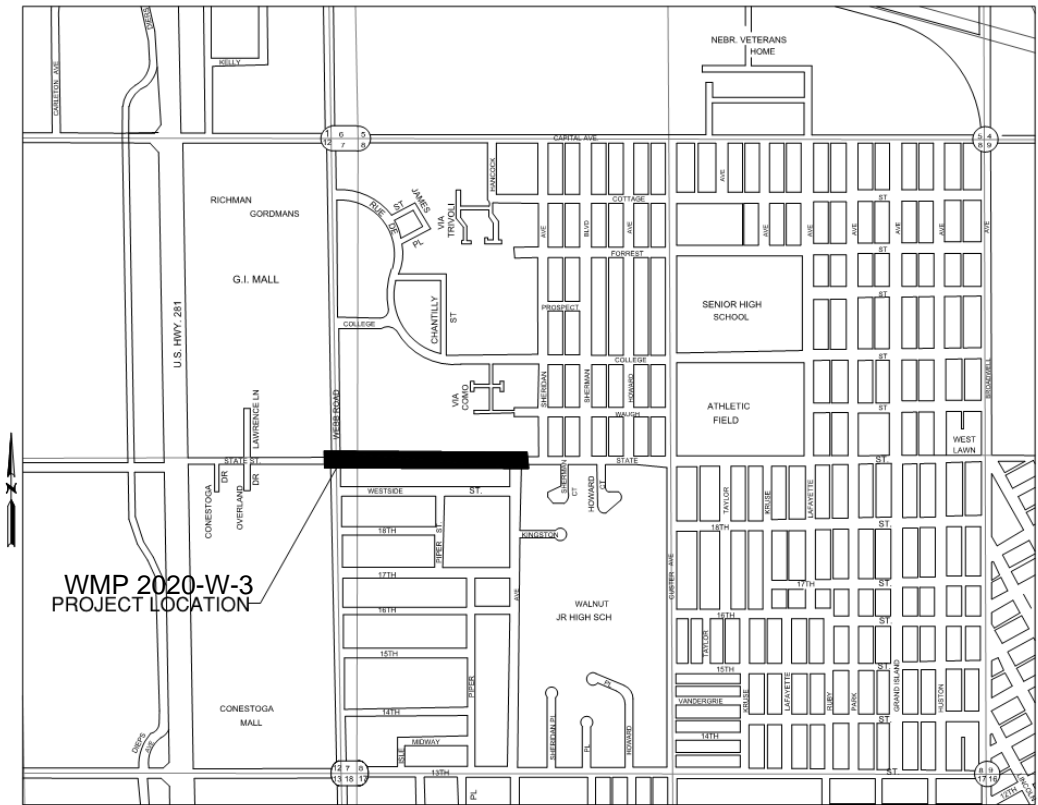
## **Sample Motion**

Move to approve Change Order #1 with Myers Construction to the Water Main Projects 2020-W-2 and 2020-W-3 Contract in the deduct amount of \$7,113.70, for a final contract amount of \$727,661.42.

WMP 2020-W-2  
PROJECT LOCATION



LOCATION MAP



**CHANGE ORDER #1**

**NAME OF PROJECT:** Water Main Projects 2020-W-2 and 2020-W-3

**CONTRACTOR:** Myers Construction  
79849 Hwy 2  
Broken Bow, NE 68822

**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	8" R.J. D.I. PIPE	3,042.30	LF	\$88.76	3,045.60	LF	\$292.91
D.1.02	6" S.J. D.I. PIPE	137.90	LF	\$85.80	119.10	LF	-\$1,613.04
D.1.03	8 MIL. POLYWRAP	3,180.20	LF	\$2.00	3,164.70	LF	-\$31.00
D.1.11	8"X45° M.J. BEND	9.00	EA	\$366.64	10.00	EA	\$366.64
D.1.13	8" SOLID SLEEVE	4.00	EA	\$1,720.00	2.00	EA	-\$3,440.00
D.1.16	8" RETAINER GLAND	55.00	EA	\$117.96	60.00	EA	\$589.80
D.1.18	6"X45° M.J. BEND	3.00	EA	\$272.08	0.00	EA	-\$816.24
D.1.22	6" RETAINER GLAND	18.00	EA	\$78.52	16.00	EA	-\$157.04
D.1.23	6" M.J. PLUG	2.00	EA	\$149.70	1.00	EA	-\$149.70
D.1.33	THRUST BLOCK	9.00	EA	\$565.00	7.00	EA	-\$1,130.00
D.1.37	1" TYPE K COPPER PIPING	725.00	LF	\$30.24	750.70	LF	\$777.17
D.1.40	TEMP. 1" WATER SERVICE (COMPLETE)	1.00	EA	\$3,150.00	0.00	EA	-\$3,150.00
D.1.45	REMOVE AND DISPOSE OF EXIST. WATER MAIN	10.20	LF	\$50.00	9.90	LF	-\$15.00
D.1.46	REMOVE AND DISPOSE OF ABAND. FORCE MAIN SEWER	35.00	LF	\$55.00	0.00	LF	-\$1,925.00
D.1.47	REMOVE ROADWAY	1,173.60	SY	\$7.00	1,080.40	SY	-\$652.40
D.1.48	REPLACE ROADWAY	1,173.60	SY	\$63.53	1,097.30	SY	-\$4,847.34
D.1.49	REMOVE ASPH. ISLAND	36.50	SY	\$30.00	16.90	SY	-\$588.00
D.1.50	REPLACE ASPH. ISLAND	36.50	SY	\$92.00	0.00	SY	-\$3,358.00
D.1.51	REMOVE DRIVEWAY	14.90	SY	\$7.00	12.20	SY	-\$18.90
D.1.52	REPLACE DRIVEWAY	14.90	SY	\$63.53	12.20	SY	-\$171.53
D.1.53	REMOVE SIDEWALK	835.30	SF	\$3.00	1,116.80	SF	844.50
D.1.54	REPLACE SIDEWALK	835.30	SF	\$7.16	1,116.80	SF	\$2,015.54
D.1.55	REMOVE CURB	623.60	LF	\$7.00	523.60	LF	-\$700.00
D.1.56	REPLACE CURB	623.60	LF	\$28.00	523.60	LF	-\$2,800.00
D.1.58	SOD	3,257.00	SF	\$1.04	4,365.00	SF	\$1,152.32

SUBTOTAL D.1.01-D.1.59 (DEDUCT): (\$19,524.31)

-	ADDITIONAL DEWATERING	-	-	\$12,410.61	1.00	LS	\$12,410.61
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SUBTOTAL ADDITIONAL ITEMS: \$12,410.61

THIS CHANGE ORDER DEDUCT AMOUNT:  
ORIGINAL CONTRACT AMOUNT:  
REVISED CONTRACT AMOUNT (including this Change Order)

(\$ 7,113.70)  
\$ 734,775.12  
\$ 727,661.42

**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. A significant portion of the reduced quantities is due to less pavement removal and replacement required. Additional dewatering was necessary due to existing sewer configuration differing from that of record, requiring the water main to be at a lower elevation. This change order amounts to an overall deduct in the contract amount.

Contractor:   
Myers Construction

Date: 11-25-2020

Owner: \_\_\_\_\_  
City of Grand Island, NE

Date: \_\_\_\_\_

## RESOLUTION 2020-321

WHEREAS, Water Main Projects 2020-W-2 and 2020-W-3 installed approximately 3,045 linear feet of 8" diameter ductile iron water main. The Greenwich Street work improved domestic supply and increased fire protection to the area, the State Street work resolved the growing number of water main breaks in that area; and

WHEREAS, the original contract was awarded by Council on February 25, 2020, in the amount of \$734,775.12 to Myers Construction of Broken Bow, Nebraska; and

WHEREAS, during the process of constructing the water mains, 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, a significant portion of the reduced quantities is due to less pavement removed and replaced which contributed to the reduced project cost in the amount of \$19,524.31; and

WHEREAS, the water main had to be lowered beneath the sewer which required additional dewatering, resulting in an additional cost of \$12,410.61; and

WHEREAS, the original contract amount was \$734,775.12, and the total changes to the contract amount to a deduct of \$7,113.70, resulting in a final contract cost of \$727,661.42.

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 Projects 2020-W-2 and 2020-W-3 in the amount of a deduct of \$7,113.70 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, December 8, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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



# 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:

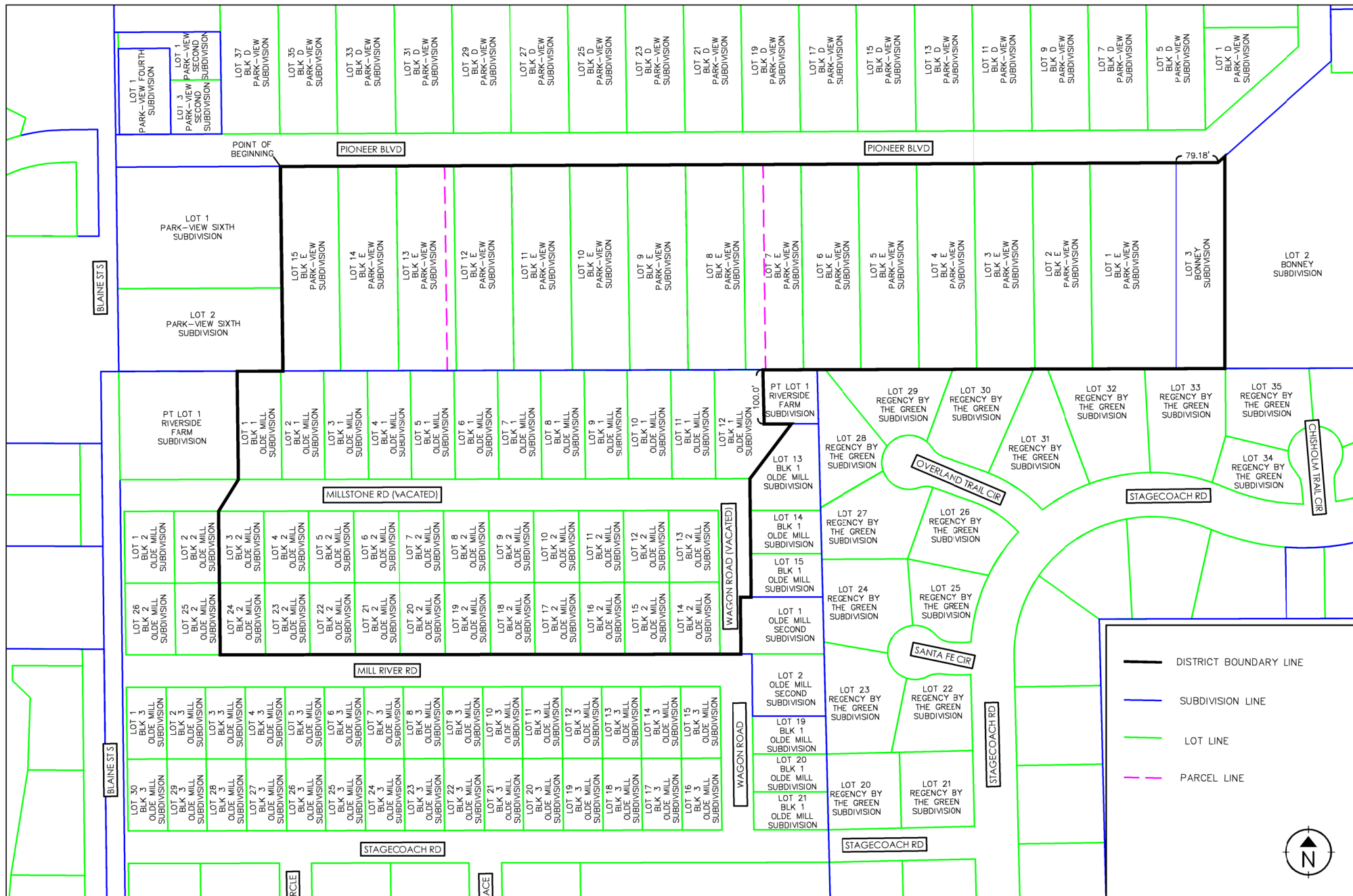
1. Approve the continuation of Sanitary Sewer District 545.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

### **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 DISTRICT 545

**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 Czaplewski  
Muritta Czaplewski,  
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 1<sup>st</sup> 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 W. W. W.*  
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:

WHEREAS, 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

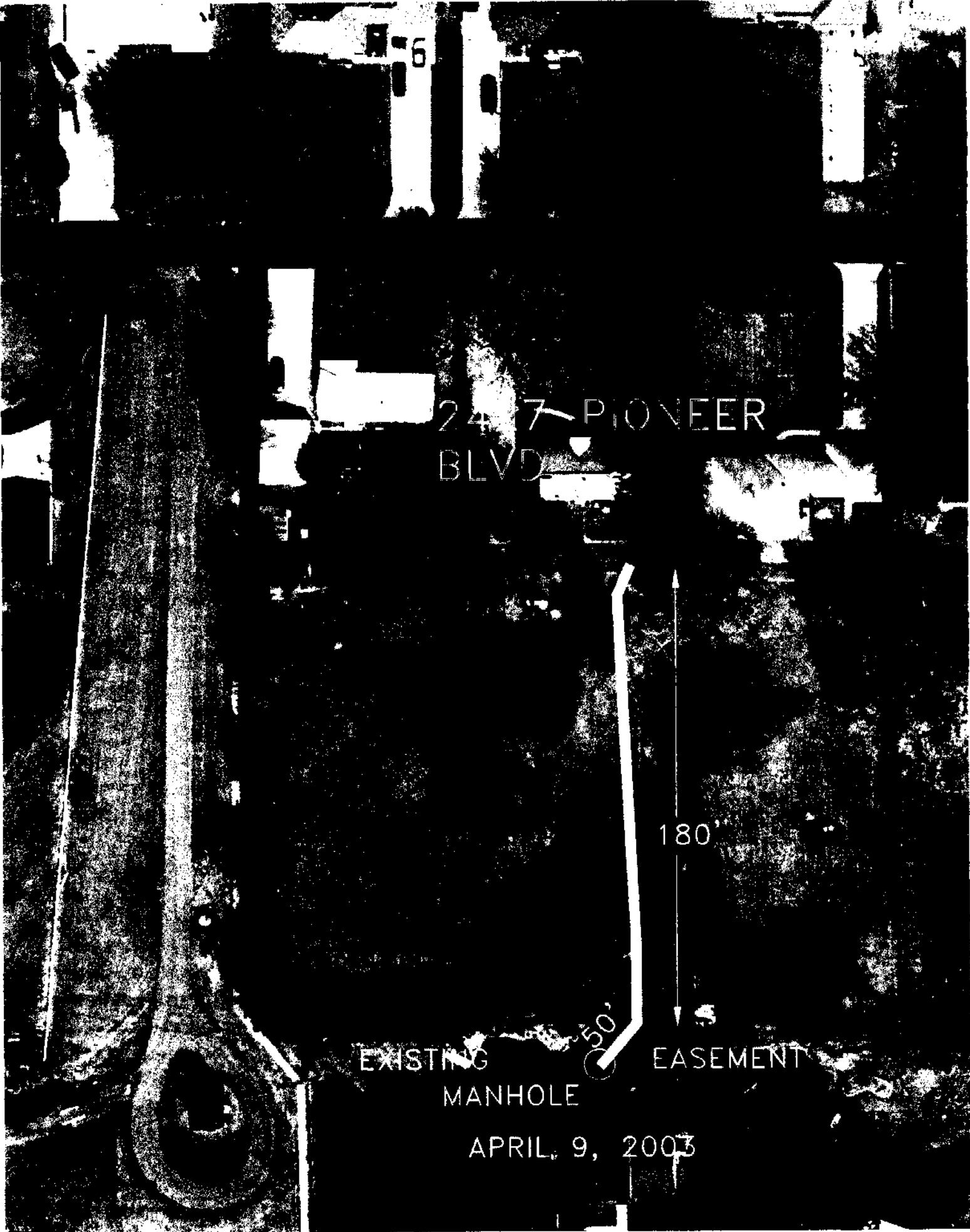
COUNTY OF HALL )

On this 11<sup>th</sup> 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.



Patricia A. Gericke  
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.

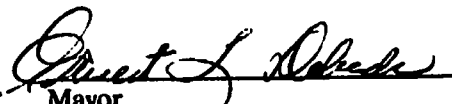
11. This agreement shall be binding upon the parties hereto, their successors and assigns.

WITNESS our signatures the dates below written.

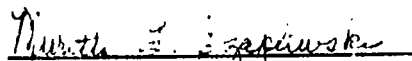
CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation

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

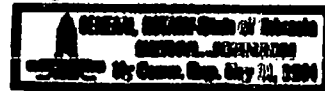
James L Koenig  
JAMES L. KOENIG

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



15<sup>50</sup>

Entered as Document No.

90-207434

Numerical 8

ST. 11 11 68

DEC 27 11 11 68

*[Signature]*

CASH \_\_\_\_\_  
CHECK 15.50  
*[Signature]*  
REFUNDS \_\_\_\_\_  
CASH \_\_\_\_\_  
CHECK \_\_\_\_\_

*Clerk Office  
City of Grand Island  
Box 1968*

*City 68802*

NO. 11 11 68  
ST. 11 11 68  
DEC 27 11 11 68

## 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: RaNa Edwards  
RaNa Edwards, City Clerk

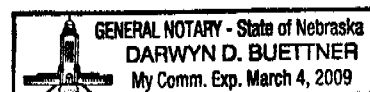
BY: Vernon Penas Plum Best Inc.  
Vernon Penas, President  
PlumBest Inc.

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF HALL )

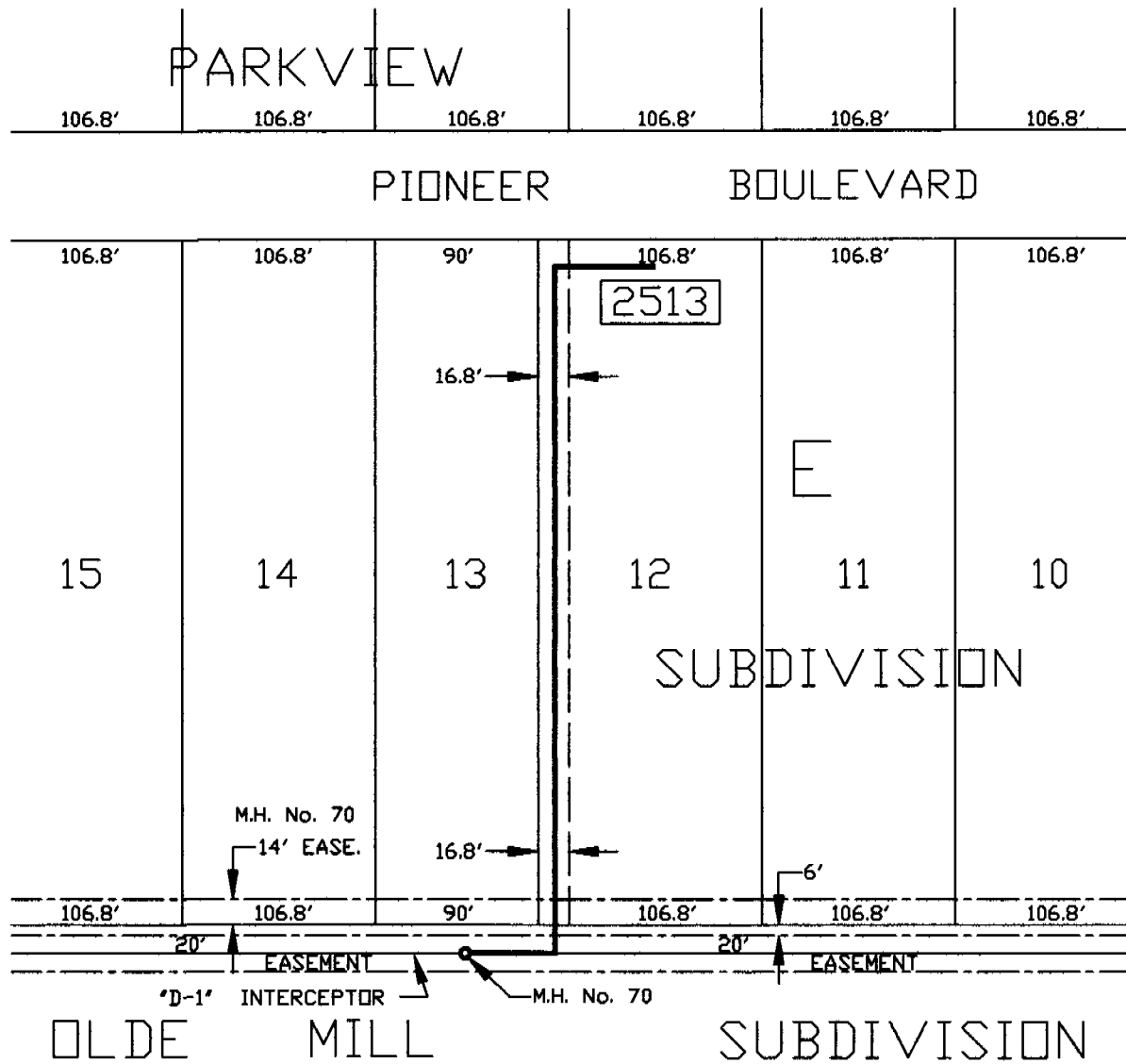
On this 4<sup>th</sup> day of April, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Vernon Penas, President of PlumBest Inc., to me known to be the identical person who signed the foregoing Public Sewer Connection Agreement and acknowledges the 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



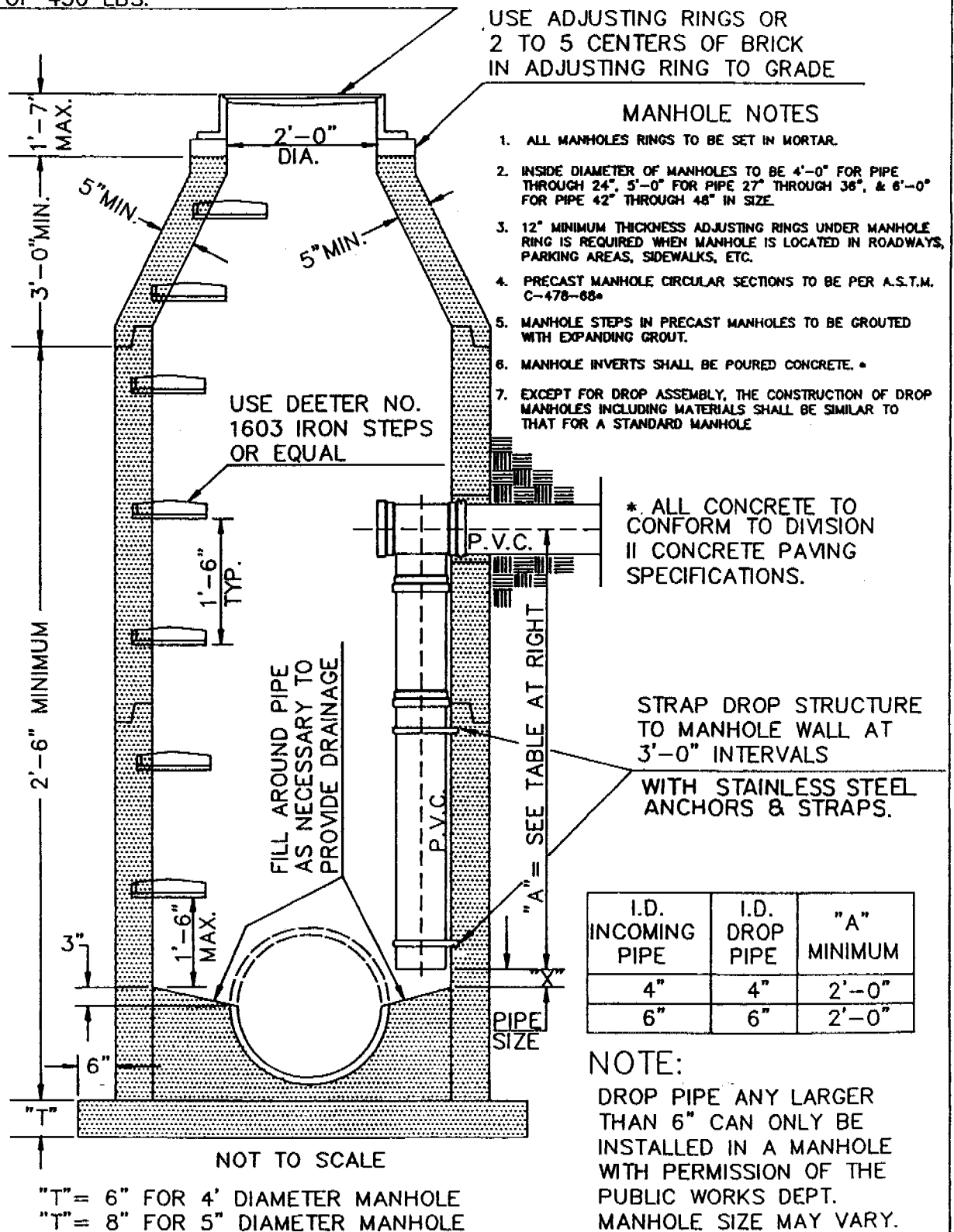
CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

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-VQID698

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 Czaplewski  
Muritta Czaplewski,  
Acting City Clerk

LICENSEES

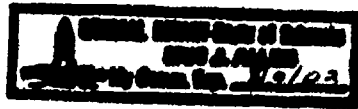
Dated: Aug. 9, 1990

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

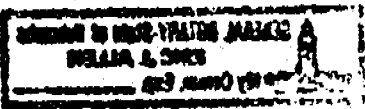
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90-104698  
Numerical 00

STATE OF ILLINOIS  
COUNTY OF HALL ) SS

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*[Signature]*  
REQ. OF DEEDS



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REFUNDS:

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Mauley

REFUNDS:

CASH \_\_\_\_\_

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*City Clerk*  
*Box 1968*  
*Grand Island, Neb.*



91-1040-16

**Numerical** 27

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CHECK \_\_\_\_\_

George Washington

RECEIVED:  
CASH \_\_\_\_\_  
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• 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

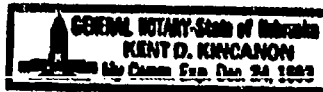
LICENSEE

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



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-8

**#2020-323 - Approving Amendment No. 1 to Engineering Consulting Agreement for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1**

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 Amendment No. 1 to Engineering Consulting Agreement for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1

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

## **Background**

The Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 is for the improvement of existing paving and drainage within the plant and the construction of a new main entrance driveway from Shady Bend Road. In addition to paving, existing perimeter fencing and gates will be reconfigured to enclose the property. Lighting and additional piping with one combined outlet to the adjacent drainway for a localized dewatering system will also be incorporated with this work. The Public Works Department is proposing a concrete curb and gutter section with associated drainage and all other improvements needed to complete the project.

On March 10, 2020, via Resolution No. 2020-60, City Council approved an Engineering Services Agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$95,900.00 for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1.

## **Discussion**

With the completion of design and letting of the project for bid it is now time to move forward with construction engineering & observation services and project closeout. An amendment to the original agreement with Olsson, Inc. is requested at this time, in the amount of \$164,500.00, resulting in a revised agreement amount of \$260,400.00.

## **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 Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$164,500.00.

## **Sample Motion**

Move to approve the resolution.

## LETTER AGREEMENT AMENDMENT #1

Date: November 24, 2020

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated March 10, 2020 between City of Grand Island, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

### PROJECT DESCRIPTION AND LOCATION

Project is located at: Grand Island Wastewater Treatment Facility – Grand Island, NE

Project Description: WWTF Paving Improvements

### SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

#### PHASE 620 – CONSTRUCTION ADMINISTRATION SERVICES

Olsson shall assist the Owner in the Administration of the project during the construction phase of the project. Olsson shall perform the tasks listed below:

- Task 621: Organize Pre-construction Meeting** - Olsson shall organize and attend the pre-construction meeting, assist in preparing the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the pre-construction meeting.
- Task 622: Review Submittal Data** - Olsson shall review the Contractor's submittal data on materials for general conformance with the intent of the design. A total of 14 submittals are anticipated.
- Task 623: Construction Progress Meetings** - Olsson shall organize and conduct construction progress meetings, prepare the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the progress meetings for the project. A total of eight construction progress meetings are anticipated.
- Task 624: Review Progress Payments and Change Orders** - Olsson shall review the Contractor's monthly progress payment applications for general conformance with the progress of the work and mathematical accuracy. Olsson shall review and prepare construction change order requests and



present to the Client. A total of eight progress payments and two change orders are anticipated.

**Task 625: Review Final Application for Payment** - Olsson shall review the Contractor's final application for payment and the accompanying documentation for compliance with the contract requirements.

**Task 626: Construction Project Management** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.

### **PHASE 630. SCADA Integration**

Olsson shall assist the Owner in the Administration of the project during the construction phase of the project. Olsson shall perform the tasks listed below:

**Task 631: SCADA Integration** – Olsson shall design the SCADA integration for the cameras and gate controls. SCADA integration/administration to included programming and configuration to match existing WWTP system.

### **PHASE 640. CONSTRUCTION OBSERVATION SERVICES**

Olsson shall perform full time construction observation services on behalf of the Client during the construction of the project.

**Task 641: Construction Observation** - Duties and responsibilities of the Olsson's Resident Project Representative shall be as described in "Exhibit B - Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative." A representative will be on site when work of substance is being completed. A total of sixteen weeks of full time observation at 42 hours per week and sixteen weeks of part time observation at 25 hours per week is anticipated (estimated total of 1,072 hours).

**Task 642: Construction Materials Testing** – Olsson shall perform the materials testing for the project. The testing that is anticipated is soil compaction testing and concrete testing. Any testing on the dewatering water shall be the responsibility of the Contractor.

**Task 643: Construction Staking** – Olsson shall be responsible for the construction staking required to complete the work for the storm sewer, water, sanitary, and paving. The level of construction staking that is to be provided are detailed in the project specifications. A total of 11 staking trips are anticipated.

#### **PHASE 700. Additional Design Services**

Olsson shall complete the following additional design services. These services shall include the following:

- Task 701: Additional Topographic Survey** - Olsson shall establish control points with known vertical and horizontal coordinates. Olsson shall perform topographic survey along the proposed south ditch and east ditch to connect the detention ponds with an outlet to Shady Bend Road.
- Task 702: Additional Design** - Olsson shall design a ditch south of the WWTF to connect two of the detention ponds for overflow capabilities. Olsson shall also design an outfall ditch from the eastern most detention pond to the existing ditch section along Shady Bend Road.
- Task 703: Additional Permitting** – Olsson shall complete and submit a Nationwide Permit Pre-Construction Notification to the USACE for the work being done near and in the eastern most detention pond.

#### **PHASE 800. PROJECT CLOSE-OUT**

Olsson shall complete the following services to close out the project. These services shall include the following:

- Task 801: Organize Final Inspection** - Olsson shall organize and attend the final inspection of the project with the Client's personnel and regulatory agencies and provide written comments to the Client.
- Task 802: Review Contractor's Records** - Olsson shall review the Contractor's record drawings for completeness and legibility. Olsson shall identify additional information that may be required to complete the project record drawings and request the information from the Contractor.
- Task 803: Prepare Record Drawing Package** - Using the Contractor's and Olsson's Resident Project Representative's record drawings, Olsson shall revise the construction documents to reflect the construction records for the project. Olsson shall also prepare a summary of the materials testing that was completed on the project. Olsson shall provide the Client with two (2) sets of record drawings and testing package and a CD of the .pdfs of the record drawings and testing package.

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: November 25, 2020  
Anticipated Completion Date: August 15, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## **COMPENSATION**

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$164,500.00.

## **TERMS AND CONDITIONS OF SERVICE**

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

201 East 2<sup>nd</sup> Street Grand Island, Nebraska 68801

☎ 308.384.8750 / [olsson.com](http://olsson.com)

**OLSSON, INC.**

By \_\_\_\_\_ By \_\_\_\_\_  
Joe Baxter Jeff Palik

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

**CITY OF GRAND ISLAND, NE**

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

Attachments

Resident Project Representative Duties

201 East 2<sup>nd</sup> Street Grand Island, Nebraska 68801

☎ 308.384.8750 / [olsson.com](http://olsson.com)

**A LISTING OF THE DUTIES, RESPONSIBILITIES  
AND LIMITATIONS OF AUTHORITY OF THE  
RESIDENT PROJECT REPRESENTATIVE**

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

**A. General**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

**B. Duties and Responsibilities of RPR**

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
  - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
  - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
  - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
  - b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
  - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**C. Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

RESOLUTION 2020-323

WHEREAS, on March 10, 2020, via Resolution No. 202020-60, the Grand Island City Council approved entering into an agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$95,900.00 for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1; and

WHEREAS, the original agreement is now being amended to include construction engineering & observation services and project closeout for such project; and

WHEREAS, such amendment is in the amount of \$164,500.00, for a revised agreement amount of \$260,400.00; and

WHEREAS, Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska 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 Amendment No. 1 with Olsson, Inc. of Grand Island, Nebraska for construction engineering & observation services and project closeout related to Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 is hereby approved.

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

- - -

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





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-9

**#2020-324 - Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Peace Lutheran Church of Grand Island, Nebraska- 170 N North Road and Starostka Group Unlimited, Inc- 3853 & 3859 W Capital Avenue)**

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 Temporary Construction Easement for North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Peace Lutheran Church of Grand Island, Nebraska- 170 N North Road and Starostka Group Unlimited, Inc. - 3853 & 3859 W Capital Avenue)

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

## **Background**

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

Temporary Construction easements are needed to accommodate the construction activities for North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, 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 North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 to be constructed.

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

<i><b>Property Owner</b></i>	<i><b>Legal Description</b></i>	<i><b>Amount</b></i>
Peace Lutheran Church of Grand Island, Nebraska	<p>LOT ONE (1), PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:</p> <p>REFERRING TO THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N89°23'02"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 124.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°23'02"W ON SAID NORTH LINE, A DISTANCE OF 21.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S49°33'07"E, A DISTANCE OF 38.25 FEET; THENCE S89°23'02"E, PARALLEL WITH AND 24.50 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 44.33 FEET; THENCE S56°38'11"E, A DISTANCE OF 8.29 FEET; THENCE N89°43'27"E, A DISTANCE OF 42.03 FEET; THENCE N60°41'04"W, A DISTANCE OF 28.80 FEET; THENCE N89°23'02"W, PARALLEL WITH AND 14.50 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 76.33 FEET; THENCE N00°36'58"E, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 14.50 FEET TO THE POINT OF BEGINNING, CONTAINING 1189 SQUARE FEET, MORE OR LESS.</p> <p>AND</p> <p>REFERRING TO THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE S00°52'18"E (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 41.20 FEET; THENCE N60°41'04"W, A DISTANCE OF 17.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N60°41'04"W, A DISTANCE OF 5.78 FEET; THENCE S00°52'18"E, PARALLEL WITH AND 20.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 57.14 FEET; THENCE N89°07'42"E, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET; THENCE N00°52'18"W, PARALLEL WITH AND 15.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 54.23 FEET TO THE POINT OF BEGINNING, CONTAINING 278 SQUARE FEET, MORE OR LESS.</p> <p>AND</p> <p>REFERRING TO THE SOUTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N00°52'18"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°52'18"W ON SAID EAST LINE, A DISTANCE OF 195.00 FEET TO THE SOUTHEAST CORNER OF AN EXISTING 80 FOOT EASEMENT ON SAID LOT 1; THENCE N89°22'02"W ON THE SOUTH LINE OF SAID EXISTING 80 FOOT EASEMENT, A DISTANCE OF 5.00 FEET; THENCE S00°52'18"E, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 195.13 FEET; THENCE N89°07'42"E, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 975</p>	\$438.90

	<p>SQUARE FEET, MORE OR LESS.</p> <p>AND</p> <p>REFERRING TO THE SOUTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N00°52'18"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 180.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°52'18"W ON SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE S89°07'42"W, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET; THENCE S00°52'18"E, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE N89°07'42"E, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 50 SQUARE FEET, MORE OR LESS.</p> <p>AND</p> <p>BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N00°52'18"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE N89°21'53"W, PARALLEL WITH AND 10.00 FEET DISTANT FROM THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 43.36 FEET; THENCE S00°52'18"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 10.00 FEET TO SAID SOUTH LINE; THENCE S89°21'53"E ON SAID SOUTH LINE, A DISTANCE OF 43.36 FEET TO THE POINT OF BEGINNING, CONTAINING 434 SQUARE FEET, MORE OR LESS.</p>	
Starostka Group Unlimited, Inc.	<p>THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:</p> <p>REFERRING TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE S00°24'28"E (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 273.64 FEET TO THE SOUTHWEST CORNER OF NORTHWEST SUBDIVISION AS PLATTED IN THE CITY OF GRAND ISLAND; THENCE S89°52'00"E ON THE SOUTH LINE OF SAID NORTHWEST SUBDIVISION, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING S89°52'00"E ON SAID SOUTH LINE, A DISTANCE OF 25.00 FEET; THENCE S00°24'28"E, PARALLEL WITH AND 25.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 998.60 FEET TO THE NORTH LINE OF STERLING ESTATES SUBDIVISION AS PLATTED IN SAID CITY OF GRAND ISLAND; THENCE N89°57'40"W ON SAID NORTH LINE, A DISTANCE OF 25.00 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE N00°24'28"W ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 998.65 FEET TO THE POINT OF BEGINNING, CONTAINING 24,965 SQUARE FEET, MORE OR LESS.</p>	\$438.90

*TOTAL= \$877.80*

## **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 approve the Temporary Construction Easements between the City of Grand Island and the affected property owners for North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, in the amount of \$877.80.

## **Sample Motion**

Motion to approve the temporary construction easements.

# RESOLUTION 2020-324

WHEREAS, a temporary construction easement is required by the City of Grand Island, from affected property owners in North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 project area:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Peace Lutheran Church of Grand Island, Nebraska	<p>LOT ONE (1), PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:</p> <p>REFERRING TO THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SBUDIVISION; THENCE N89°23'02"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 124.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°23'02"W ON SAID NORTH LINE, A DISTANCE OF 21.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S49°33'07"E, A DISTANCE OF 38.25 FEET; THENCE S89°23'02"E, PARALLEL WITH AND 24.50 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 44.33 FEET; THENCE S56°38'11"E, A DISTANCE OF 8.29 FEET; THENCE N89°43'27"E, A DISTANCE OF 42.03 FEET; THENCE N60°41'04"W, A DISTANCE OF 28.80 FEET; THENCE N89°23'02"W, PARALEL WITH AND 14.50 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 76.33 FEET; THENCE N00°36'58"E, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 14.50 FEET TO THE POINT OF BEGINNING, CONTAINING 1189 SQUARE FEET, MORE OR LESS.</p> <p>AND</p> <p>REFERRING TO THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE S00°52'18"E (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 41.20 FEET; THENCE N60°41'04"W, A DISTANCE OF 17.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N60°41'04"W, A DISTANCE OF 5.78 FEET; THENCE S00°52'18"E, PARALLEL WITH AND 20.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 57.14 FEET; THENCE N89°07'42"E, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET; THENCE N00°52'18"W, PARALLEL WITH AND 15.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 54.23 FEET TO THE POINT OF BEGINNING, CONTAINING 278 SQUARE FEET, MORE OR LESS.</p> <p>AND</p> <p>REFERRING TO THE SOUTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N00°52'18"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°52'18"W ON SAID EAST LINE, A DISTANCE OF 195.00 FEET TO THE SOUTHEAST CORNER OF AN EXISTING 80 FOOT EASEMENT ON SAID LOT 1; THENCE N89°22'02"W ON THE SOUTH LINE OF SAID EXISTING 80 FOOT EASEMENT, A DISTANCE OF 5.00 FEET; THENCE S00°52'18"E, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 195.13 FEET; THENCE N89°07'42"E, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET</p>	\$438.90

Approved as to Form ☐ \_\_\_\_\_  
December 4, 2020 ☐ City Attorney

	<p>TO THE POINT OF BEGINNING, CONTAINING 975 SQUARE FEET, MORE OR LESS.</p> <p>AND</p> <p>REFERRING TO THE SOUTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N00°52'18"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 180.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°52'18"W ON SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE S89°07'42"W, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET; THENCE S00°52'18"E, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE N89°07'42"E, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 50 SQUARE FEET, MORE OR LESS.</p> <p>AND</p> <p>BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N00°52'18"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE N89°21'53"W, PARALLEL WITH AND 10.00 FEET DISTANT FROM THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 43.36 FEET; THENCE S00°52'18"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 10.00 FEET TO SAID SOUTH LINE; THENCE S89°21'53"E ON SAID SOUTH LINE, A DSITANCE OF 43.36 FEET TO THE POINT OF BEGINNING, CONTAINING 434 SQUARE FEET, MORE OR LESS.</p>	
Starostka Group Unlimited, Inc.	<p>THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:</p> <p>REFERRING TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE S00°24'28"E (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 273.64 FEET TO THE SOUTHWEST CORNER OF NORTHWEST SUBDIVISION AS PLATTED IN THE CITY OF GRAND ISLAND; THENCE S89°52'00"E ON THE SOUTH LINE OF SAID NORTHWEST SUBDIVISION, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING S89°52'00"E ON SAID SOUTH LINE, A DISTANCE OF 25.00 FEET; THENCE S00°24'28"E, PARALLEL WITH AND 25.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 998.60 FEET TO THE NORTH LINE OF STERLING ESTATES SUBDIVISION AS PLATTED IN SAID CITY OF GRAND ISLAND; THENCE N89°57'40"W ON SAID NORTH LINE, A DISTANCE OF 25.00 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE N00°24'28"W ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 998.65 FEET TO THE POINT OF BEGINNING, CONTAINING 24,965 SQUARE FEET, MORE OR LESS.</p>	\$438.90

*TOTAL = \$877.80*

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, in the total amount of \$877.80.

- - -

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

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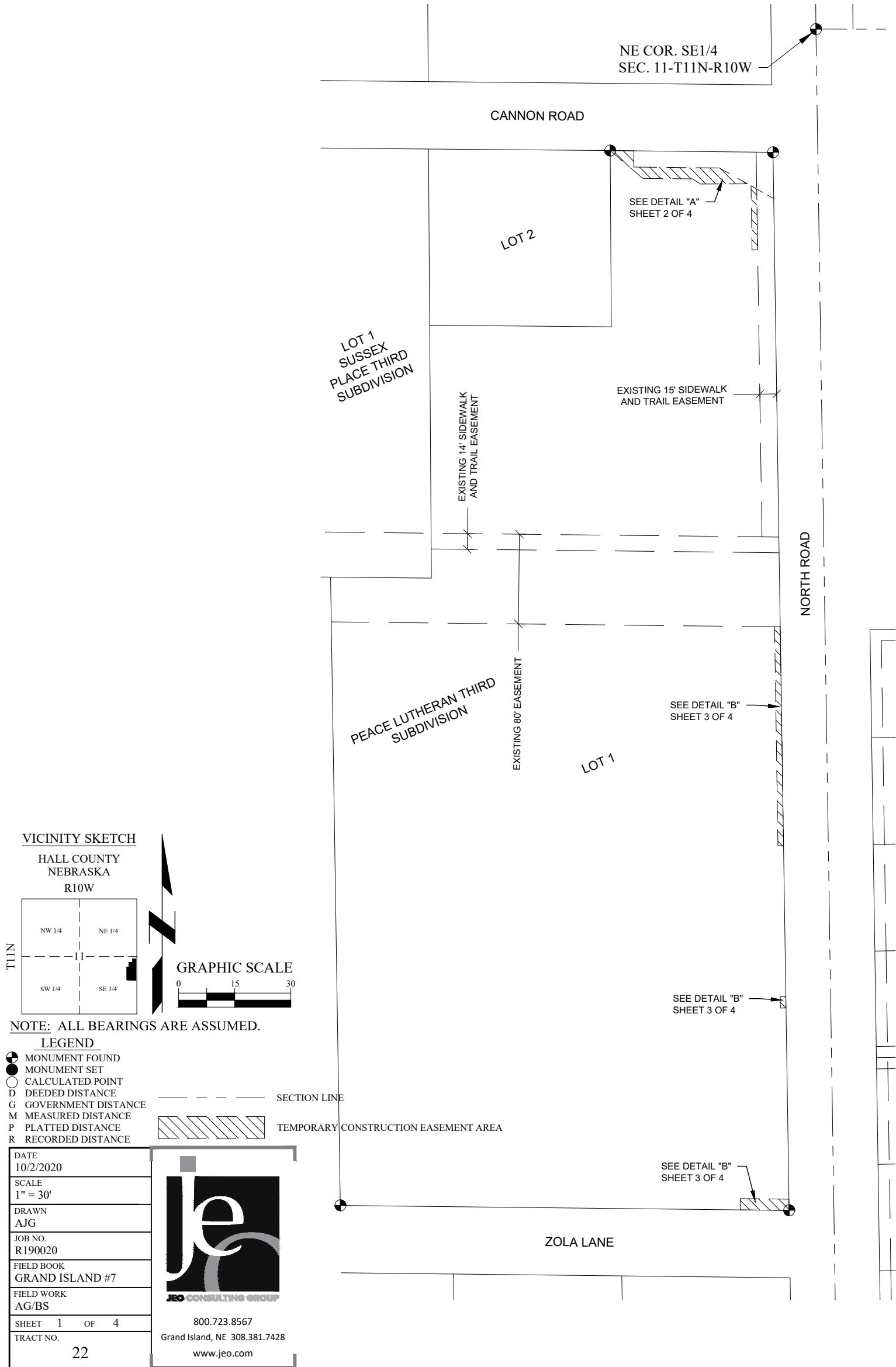
Roger G. Steele, Mayor

Attest:

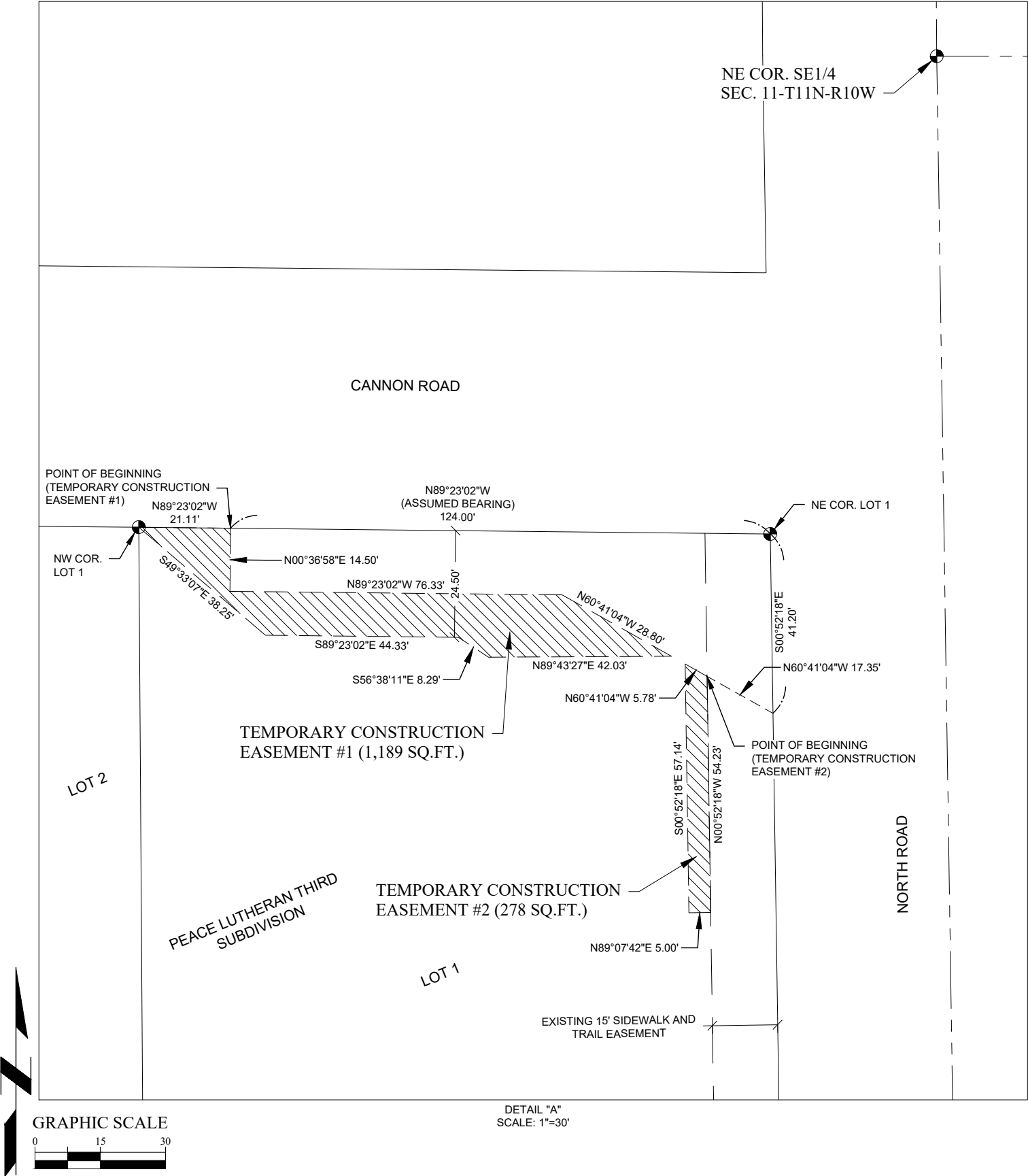
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RaNae Edwards, City Clerk





TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND
- MONUMENT FOUND
  - MONUMENT SET
  - CALCULATED POINT
  - DEEDED DISTANCE
  - GOVERNMENT DISTANCE
  - MEASURED DISTANCE
  - PLATTED DISTANCE
  - RECORDED DISTANCE
- SECTION LINE
- TEMPORARY CONSTRUCTION EASEMENT AREA

DATE	10/2/2020
SCALE	1" = 30'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	2 OF 4
TRACT NO.	22



800.723.8567  
Grand Island, NE 308.381.7428  
www.jeo.com

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

MONUMENT FOUND

MONUMENT SET

CALCULATED POINT

DEEDED DISTANCE

GOVERNMENT DISTANCE

MEASURED DISTANCE

PLATTED DISTANCE

RECORDED DISTANCE

SECTION LINE

TEMPORARY CONSTRUCTION EASEMENT AREA

LEGEND

MONUMENT FOUND

MONUMENT SET

CALCULATED POINT

DEEDED DISTANCE

GOVERNMENT DISTANCE

MEASURED DISTANCE

PLATTED DISTANCE

RECORDED DISTANCE

SECTION LINE

TEMPORARY CONSTRUCTION EASEMENT AREA

GRAPHIC SCALE

0

15

30

NOTE: ALL BEARINGS ARE ASSUMED.

DATE	10/2/2020
SCALE	1" = 30'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	3 OF 4
TRACT NO.	22

JE

CONSULTING GROUP

800.723.8567

Grand Island, NE 308.381.7428

www.jeo.com

EXISTING 80' EASEMENT

SOUTH LINE EXISTING 80' EASEMENT

TEMPORARY CONSTRUCTION EASEMENT #3 (975 SQ.FT.)

POINT OF BEGINNING (TEMPORARY CONSTRUCTION EASEMENT #3)

LOT 1 PEACE LUTHERAN THIRD SUBDIVISION

EAST LINE LOT 1

TEMPORARY CONSTRUCTION EASEMENT #4 (50 SQ.FT.)

POINT OF BEGINNING (TEMPORARY CONSTRUCTION EASEMENT #4)

TEMPORARY CONSTRUCTION EASEMENT #5 (434 SQ.FT.)

SE COR. LOT 1 POINT OF BEGINNING (TEMPORARY CONSTRUCTION EASEMENT #5)

ZOLA LANE

NORTH ROAD

DETAIL "B" SCALE: 1"=50'

P:\Engineering\190020.00 - Grand Island North Road Improvements - North\6 Survey\Drawings\SV-190020-Phase II Ease.dwg, on 10/2/2020 11:19 AM.

Grand Island

Council Session - 12/8/2020

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# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION #1:

A PARCEL OF LAND LOCATED IN LOT 1, PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N89°23'02"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 124.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°23'02"W ON SAID NORTH LINE, A DISTANCE OF 21.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S49°33'07"E, A DISTANCE OF 38.25 FEET; THENCE S89°23'02"E, PARALLEL WITH AND 24.50 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 44.33 FEET; THENCE S56°38'11"E, A DISTANCE OF 8.29 FEET; THENCE N89°43'27"E, A DISTANCE OF 42.03 FEET; THENCE N60°41'04"W, A DISTANCE OF 28.80 FEET; THENCE N89°23'02"W, PARALLEL WITH AND 14.50 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 76.33 FEET; THENCE N00°36'58"E, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 14.50 FEET TO THE POINT OF BEGINNING, CONTAINING 1189 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION #2:

A PARCEL OF LAND LOCATED IN LOT 1, PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE S00°52'18"E (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 41.20 FEET; THENCE N60°41'04"W, A DISTANCE OF 17.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N60°41'04"W, A DISTANCE OF 5.78 FEET; THENCE S00°52'18"E, PARALLEL WITH AND 20.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 57.14 FEET; THENCE N89°07'42"E, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET; THENCE N00°52'18"W, PARALLEL WITH AND 15.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 54.23 FEET TO THE POINT OF BEGINNING, CONTAINING 278 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION #3:

A PARCEL OF LAND LOCATED IN LOT 1, PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N00°52'18"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°52'18"W ON SAID EAST LINE, A DISTANCE OF 195.00 FEET TO THE SOUTHEAST CORNER OF AN EXISTING 80 FOOT EASEMENT ON SAID LOT 1; THENCE N89°22'02"W ON THE SOUTH LINE OF SAID EXISTING 80 FOOT EASEMENT, A DISTANCE OF 5.00 FEET; THENCE S00°52'18"E, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 195.13 FEET; THENCE N89°07'42"E, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 975 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION #4:

A PARCEL OF LAND LOCATED IN LOT 1, PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N00°52'18"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 180.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°52'18"W ON SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE S89°07'42"W, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET; THENCE S00°52'18"E, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE N89°07'42"E, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 50 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION #5:

A PARCEL OF LAND LOCATED IN LOT 1, PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N00°52'18"W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE N89°21'53"W, PARALLEL WITH AND 10.00 FEET DISTANT FROM THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 43.36 FEET; THENCE S00°52'18"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 10.00 FEET TO SAID SOUTH LINE; THENCE S89°21'53"E ON SAID SOUTH LINE, A DISTANCE OF 43.36 FEET TO THE POINT OF BEGINNING, CONTAINING 434 SQUARE FEET, MORE OR LESS.

DATE  
10/2/2020

SCALE

DRAWN  
AJG


JOB NO.  
R190020

FIELD BOOK  
GRAND ISLAND #7

FIELD WORK  
AG/BS

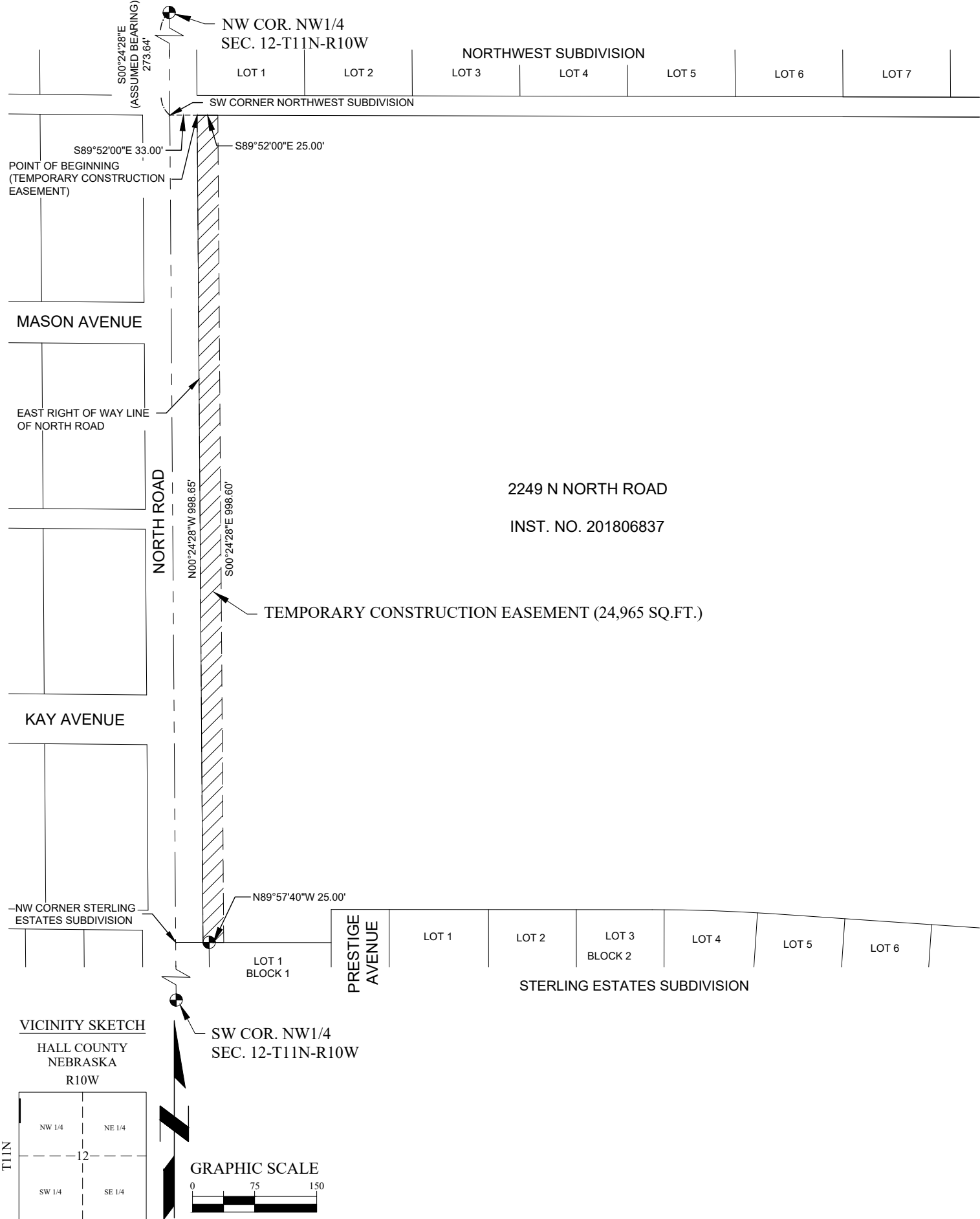
SHEET 4 OF 4

TRACT NO.  
  
22



800.723.8567  
Grand Island, NE 308.381.7428  
www.jeo.com

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND**
- MONUMENT FOUND
  - MONUMENT SET
  - CALCULATED POINT
  - DEEDED DISTANCE
  - GOVERNMENT DISTANCE
  - MEASURED DISTANCE
  - PLATTED DISTANCE
  - RECORDED DISTANCE

DATE	10/26/2020
SCALE	1" = 150'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 1
TRACT NO.	48



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TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE S00°24'28"E (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 273.64 FEET TO THE SOUTHWEST CORNER OF NORTHWEST SUBDIVISION AS PLATTED IN THE CITY OF GRAND ISLAND; THENCE S89°52'00"E ON THE SOUTH LINE OF SAID NORTHWEST SUBDIVISION, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING S89°52'00"E ON SAID SOUTH LINE, A DISTANCE OF 25.00 FEET; THENCE S00°24'28"E, PARALLEL WITH AND 25.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 998.60 FEET TO THE NORTH LINE OF STERLING ESTATES SUBDIVISION AS PLATTED IN SAID CITY OF GRAND ISLAND; THENCE N89°57'40"W ON SAID NORTH LINE, A DISTANCE OF 25.00 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE N00°24'28"W ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 998.65 FEET TO THE POINT OF BEGINNING, CONTAINING 24,965 SQUARE FEET, MORE OR LESS.



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-10

**#2020-325 - Approving Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Peace Lutheran Church of Grand Island, Nebraska- 1710 N North Road)**

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

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

R E S O L U T I O N    2020-325

WHEREAS, public right-of-way is required by the City of Grand Island, from Peace Lutheran Church of Grand Island, Nebraska at 1710 N North Road, Grand Island, Hall County, Nebraska and more particularly described as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Peace Lutheran Church of Grand Island, Nebraska	LOT ONE (1), PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:  BEGINNING AT THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N89°23'02"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 45.00 FEET; THENCE S60°41'04"E, A DISTANCE OF 52.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE N00°52'18"W ON SAID EAST LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 562 SQUARE FEET, MORE OR LESS.	\$843.00

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public right-of-way on the above described tract of land, in the amount of \$843.00.

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

- - -

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

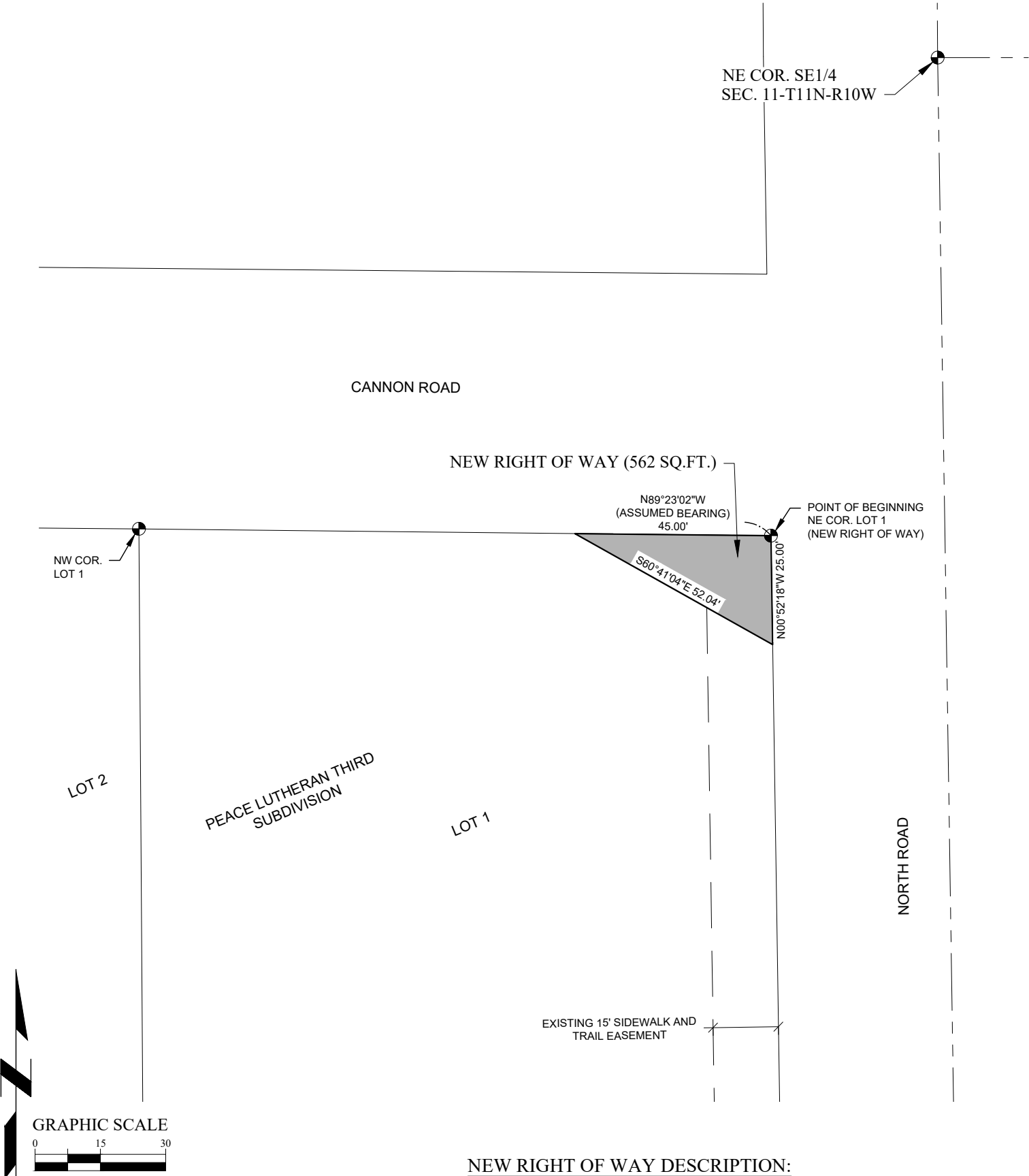
\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ December 4, 2020 <input type="checkbox"/> City Attorney
---

NEW RIGHT OF WAY EXHIBIT



NEW RIGHT OF WAY DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N89°23'02"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 45.00 FEET; THENCE S60°41'04"E, A DISTANCE OF 52.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE N00°52'18"W ON SAID EAST LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 562 SQUARE FEET, MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED.

**LEGEND**

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

--- SECTION LINE

RIGHT OF WAY AREA

DATE	
10/2/2020	
SCALE	
1" = 30'	
DRAWN	
AJG	
JOB NO.	
R190020	
FIELD BOOK	
GRAND ISLAND #7	
FIELD WORK	
AG/BS	
SHEET	1 OF 1
TRACT NO.	
22	

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Grand Island, NE 308.381.7428  
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P:\Engineering\190020.00 - Grand Island North Road Improvements - North\6 Survey\Drawings\SV-190020-Phase II Ease.dwg, on 10/2/2020 11:19 AM.





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-11

**#2020-326 - Approving Acquisition of Public Utility Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Peace Lutheran Church of Grand Island, Nebraska- 1710 N North Road)**

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

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

# RESOLUTION 2020-326

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

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Peace Lutheran Church of Grand Island, Nebraska	<p>LOT ONE (1), PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:</p> <p>REFERRING TO THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N89°23'02"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE S60°41'04"E, A DISTANCE OF 52.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S00°52'18"E ON SAID EAST LINE, A DISTANCE OF 16.20 FEET; THENCE N60°41'04"W, A DISTANCE OF 55.56 FEET; THENCE N89°23'02"W, PARALLEL WITH AND 14.50 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 76.33 FEET; THENCE N00°36'58"E, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 14.50 FEET TO SAID NORTH LINE; THENCE S89°23'02"E ON SAID NORTH LINE, A DISTANCE OF 79.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1879 SQUARE FEET, MORE OR LESS.</p>	\$1,409.25

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

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

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

- - -

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

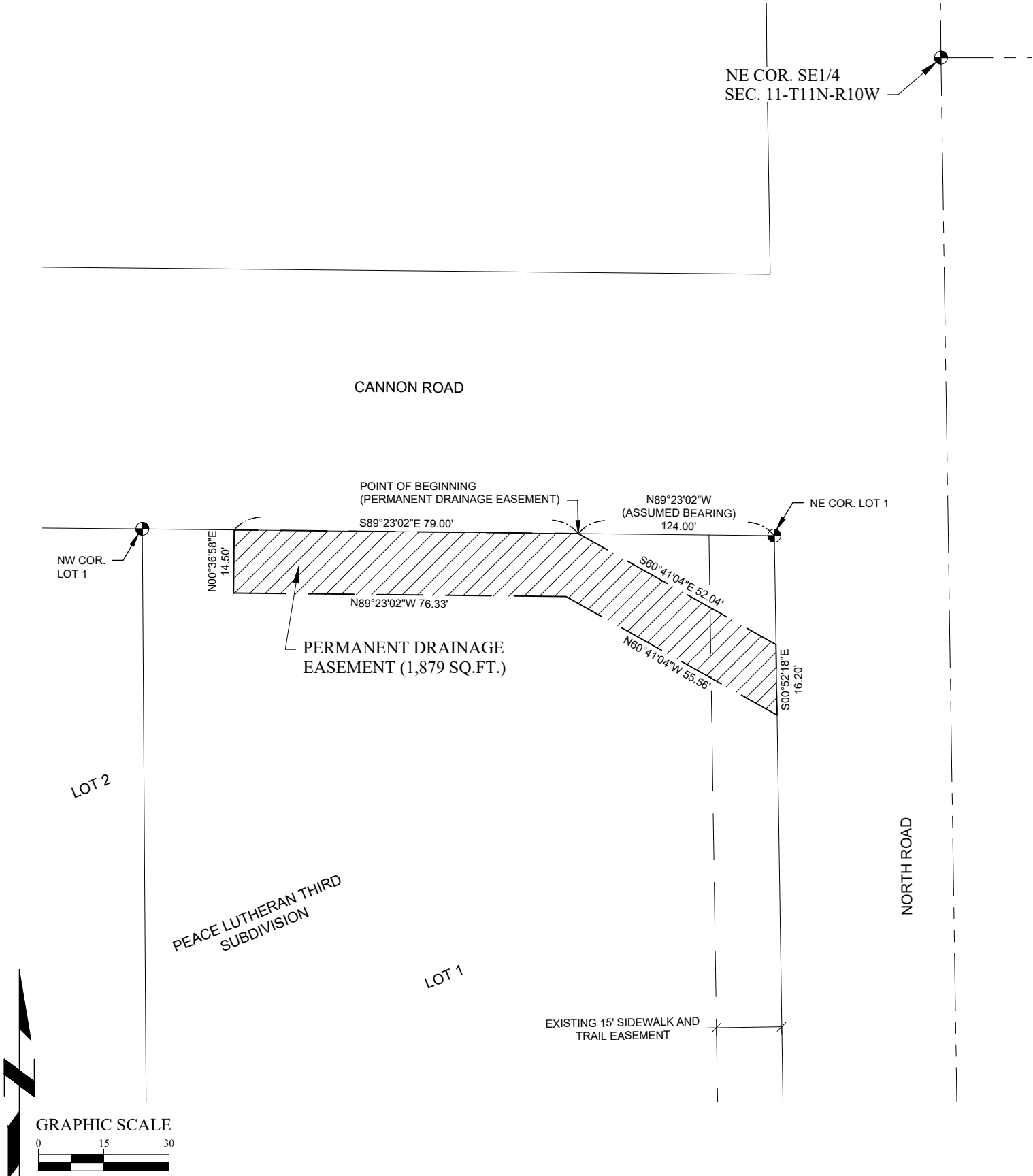
\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
December 4, 2020        ☐ City Attorney

PERMANENT DRAINAGE EASEMENT EXHIBIT



NOTE: ALL BEARINGS ARE ASSUMED.

**LEGEND**

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

--- SECTION LINE

PERMANENT DRAINAGE EASEMENT AREA

DATE	10/2/2020
SCALE	1" = 30'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 1
TRACT NO.	22

800.723.8567

Grand Island, NE 308.381.7428

www.jeo.com

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, PEACE LUTHERAN THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF LOT 1, PEACE LUTHERAN THIRD SUBDIVISION; THENCE N89°23'02"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE S60°41'04"E, A DISTANCE OF 52.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S00°52'18"E ON SAID EAST LINE, A DISTANCE OF 16.20 FEET; THENCE N60°41'04"W, A DISTANCE OF 55.56 FEET; THENCE N89°23'02"W, PARALLEL WITH AND 14.50 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE OF 76.33 FEET; THENCE N00°36'58"E, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 14.50 FEET TO SAID NORTH LINE; THENCE S89°23'02"E ON SAID NORTH LINE, A DISTANCE OF 79.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1879 SQUARE FEET, MORE OR LESS.



# **City of Grand Island**

**Tuesday, December 8, 2020**

**Council Session**

## **Item G-12**

**#2020-327 - Approving Certificate of Final Completion 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:** December 8, 2020

**Subject:** Approving Certificate of Final Completion 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 for construction of Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1 on May 26, 2020 via Resolution No. 2020-123.

On September 22, 2020, via Resolution No. 2020-237, City Council approved Change Order No. 1 to provide a time extension for project completion from September 4, 2020 to November 15, 2020 with no contract amount modification.

On November 24, 2020, via Resolution No. 2020-203, City Council approved Change Order No. 2 to address further work which consisted of removal of a barb wire fence, additional grading and concrete debris removal in the amount of \$17,138.50, resulting in a revised contract amount of \$256,731.70.

This project built a portion of the Moores Creek Drainage Ditch extension and developed drainage to the southwest to serve existing areas, as well as the proposed US Highway 30 realignment project. This portion of Moores Creek provides a drainage outlet to the rapidly expanding Copper Creek Subdivision.

Work commenced on July 22, 2020 and was completed on October 30, 2020.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed with an overrun of \$12,108.06, for a total cost of \$268,839.78. The overrun on this project was due to additional concrete flumes to accommodate drainage from adjacent farm land & increased erosion control. Additional project costs are shown below.

***ADDITIONAL COSTS***

JEO Consulting Group, Inc.- Engineering Services	\$ 165,600.00
City of Grand Island PW Engineering Services	\$ 36,633.03
The Independent- Advertising	\$ 123.36
Grand Island Abstract- Title Search	\$ 100.00
Five Points Bank- The Guarantee Group, LLC	\$ 100,891.50
Five Points Bank- Eric M & Kenda D Pollock Trust	\$ 64,827.53

**Additional Costs = \$ 368,175.42**

**Alternatives**

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

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

**Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1.

**Sample Motion**

Move to approve the Certificate of Final Completion for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1  
CITY OF GRAND ISLAND, NEBRASKA  
December 8, 2020

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

This is to certify that Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1 has been fully completed by Mid Nebraska Land Developers, LLC of Aurora, Nebraska under the contract dated May 26, 2020. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
<b>Base Bid Section</b>					
1	MOBILIZATION	1.00	LS	\$ 1,000.00	\$ 1,000.00
2	ABANDON WELL	1.00	LS	\$ 4,656.00	\$ 4,656.00
3	CLEARING & GRUBBING	1.00	LS	\$30,400.00	\$ 30,400.00
4	EXCAVATION, EQ	40,781.00	CY	\$ 2.24	\$ 91,349.44
5	BUILD CONCRETE FLUME	170.00	SY	\$ 76.50	\$ 13,005.00
6	BUILD 15" REINFORCED CONCRETE FLARED END SECTION	2.00	EA	\$ 495.85	\$ 991.70
7	BUILD 15" REINFORCED CONCRETE PIPE	52.00	LF	\$ 60.47	\$ 3,144.44
8	EROSION & SEDIMENT CONTROL	1.00	LS	\$ 5,500.00	\$ 5,500.00
9	EROSION CONTROL BLANKET, CLASS 1D	34,535.00	SY	\$ 2.02	\$ 69,760.70
10	SILT FENCE	21.00	LF	\$ 6.00	\$ 126.00
11	SEEDING	16.00	AC	\$ 1,985.50	\$ 31,768.00
<b>Total Base Bid =</b>					<b>\$ 251,701.28</b>
<b>Change Order No. 1</b>					
CO1-1	TIME EXTENSION	1.00	LS	\$ -	\$ -
<b>Total Change Order No. 1 =</b>					<b>\$ -</b>
<b>Change Order No. 2</b>					
CO2-1	REMOVE BARB WIRE FENCE	1064.00	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
<b>Total Change Order No. 2 =</b>					<b>\$ 17,138.50</b>
<b>Grand Total =</b>					<b>\$ 268,839.78</b>

### Additional Costs:

JEO Consulting Group, Inc.- Engineering Services	\$ 165,600.00
City of Grand Island PW Engineering Services	\$ 36,633.03
The Independent- Advertising	\$ 123.36
Grand Island Abstract- Title Search	\$ 100.00
Five Points Bank- The Guarantee Group, LLC	\$100,891.50
Five Points Bank- Eric M & Kenda D Pollock Trust	\$ 64,827.53

Additional Costs = \$ 368,175.42

**Grand Total = \$ 637,015.20**

I hereby recommend that the Engineer's Certificate of Final Completion for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1be approved.

---

John Collins – City Engineer/Public Works Director

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Roger G. Steele – Mayor



## RESOLUTION 2020-327

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1 certifying that Mid Nebraska Land Developers, LLC of Aurora, Nebraska, under contract, has completed such project for the total construction amount of \$268,839.78; and

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

WHEREAS, additional project costs equate to \$368,175.42, as shown

### **ADDITIONAL COSTS**

JEO Consulting Group, Inc.- Engineering Services	\$ 165,600.00
City of Grand Island PW Engineering Services	\$ 36,633.03
The Independent- Advertising	\$ 123.36
Grand Island Abstract- Title Search	\$ 100.00
Five Points Bank- The Guarantee Group, LLC	\$ 100,891.50
Five Points Bank- Eric M & Kenda D Pollock Trust	\$ 64,827.53

**Additional Costs = \$368,175.42**

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

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

1. The Certificate of Final Completion for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1, in the amount of \$637,015.20 is hereby confirmed.

- - -

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



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-13

**#2020-328 - Approving Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions at 4022 Driftwood Drive (Thomson)**

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

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

R E S O L U T I O N    2020-328

WHEREAS, a public utility easement is required by the City of Grand Island for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions, to construct and maintain such project; and

WHEREAS, acquisition of the public utility easement is as follows:

<i><b>Property Owner</b></i>	<i><b>Legal Description</b></i>
Allan J. Thomson and Maureen A. Thomson	THE WEST FOURTEEN (14) FEET OF LOT FOUR (4) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

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 utility easement from the listed property owner, on the above-described tract of land.

- - -

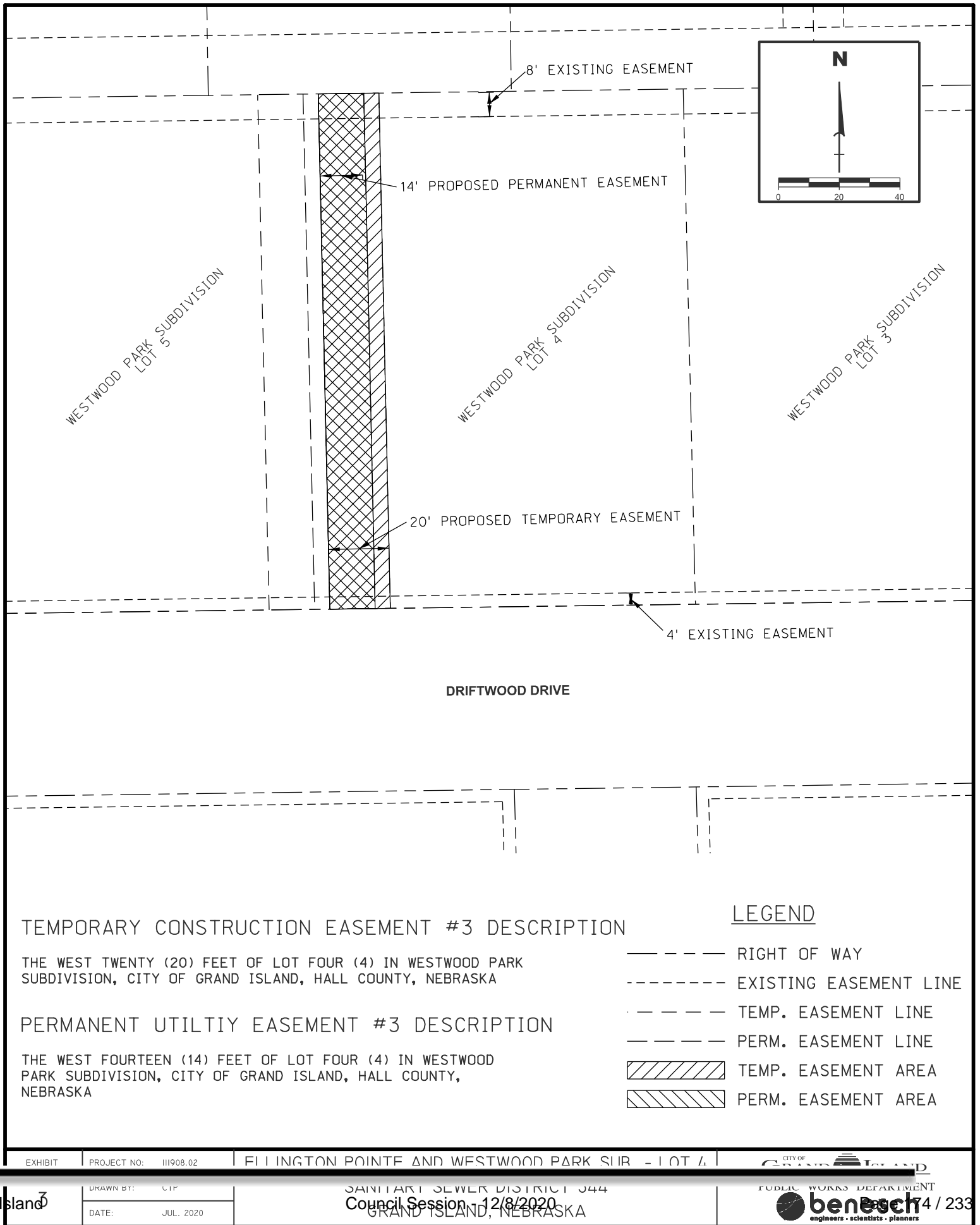
Adopted by the City Council of the City of Grand Island, Nebraska, December 8, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ December 4, 2020 <input type="checkbox"/> City Attorney
---





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-14

**#2020-329 - Approving Temporary Construction Easements for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions at 4007 Driftwood Drive (Pavelka)**

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 Temporary Construction Easements for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions at 4007 Driftwood Drive (Pavelka)

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

## **Background**

Sanitary Sewer District No. 544 was continued by City Council through Resolution No. 2020-78 at their March 24, 2020 meeting.

A temporary construction easement is needed to accommodate the extension of sanitary sewer to serve an area previously unserved that is located within the new subdivision of Ellington Pointe and the existing subdivision of Westwood Park (see attached sketch), which must be approved by City Council. The temporary construction easement will allow for the installation of sanitary sewer to this area.

## **Discussion**

A temporary construction easement is needed for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions to be constructed.

Public Works staff negotiated with the affected property owner for use of the temporary construction easement area, with the necessary document signed. The cost for this easement is for the impacts to the property such as sprinkler systems, landscaping, trees, moving fences, etc. The homeowner will be responsible for completing these items after construction of the sanitary sewer system is finished.

<i><b>Property Owner</b></i>	<i><b>Legal Description</b></i>	<i><b>Amount</b></i>
Robert J. Pavelka	THE WEST TWENTY (20) FEET OF LOT FORTY-FIVE (45) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.	\$4,648.00

***TOTAL= \$4,648.00***

## **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 Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions.

## **Sample Motion**

Motion to approve the temporary construction easement.

## **AGREEMENT FOR TEMPORARY CONSTRUCTION OCCUPANCY**

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

### **Recitals**

WHEREAS, the City intends to construct a sanitary sewer extension, on or adjacent to property owned by Owner; and

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

### **Section One Right of Entry**

Owner hereby grants to the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right to enter upon the following described real estate described as follows:

#### **TEMPORARY EASEMENT DESCRIPTION:**

THE WEST TWENTY (20) FEET OF LOT FORTY-FIVE (45) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

to do such work as may be necessary or appropriate for the construction of a sewer extension for properties in Ellington Pointe and Westwood Park Subdivisions. Such right of entry shall include, but not be limited to the right to enter upon, travel over, excavate, lay spoil dirt, remove concrete pads, and other improvements, and otherwise use the above described premises.

### **Section Two Term of Agreement**

The premises may be occupied and used by the City for the purposes related hereto during the period beginning the date construction work starts on Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions and continuing until the construction work is completed.

### **Section Three Value of Improvement**

<u>Item</u>	<u>Value</u>
Fence Relocation	\$1,015.00
Sod Replacement	\$1,599.00
Tree/Shrub Replacement	\$ 559.00
Landscaping Restoration	\$ 600.00
Sprinkler Repair	\$ 875.00
<i>Total Compensation</i>	<i>\$4,648.00</i>

### **Section Four Severance Damages**

There are no severance damages.



Section Five

Remarks

The City shall restore the premises to grade prior to the termination of this agreement. The City shall seed any disturbed areas.

Section Six

Assignment

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

DATED: November 30, 2020

ROBERT J. PAVELKA, OWNER

BY Robert J. Pavelka

STATE OF NEBRASKA       )  
  ) ss  
COUNTY OF HALL        )

On this 30<sup>th</sup> day of November, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT J. PAVELKA, OWNER, to me known to be the identical person who signed the foregoing Public Utilities Easement 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.



Patricia A. Gericke  
Notary Public

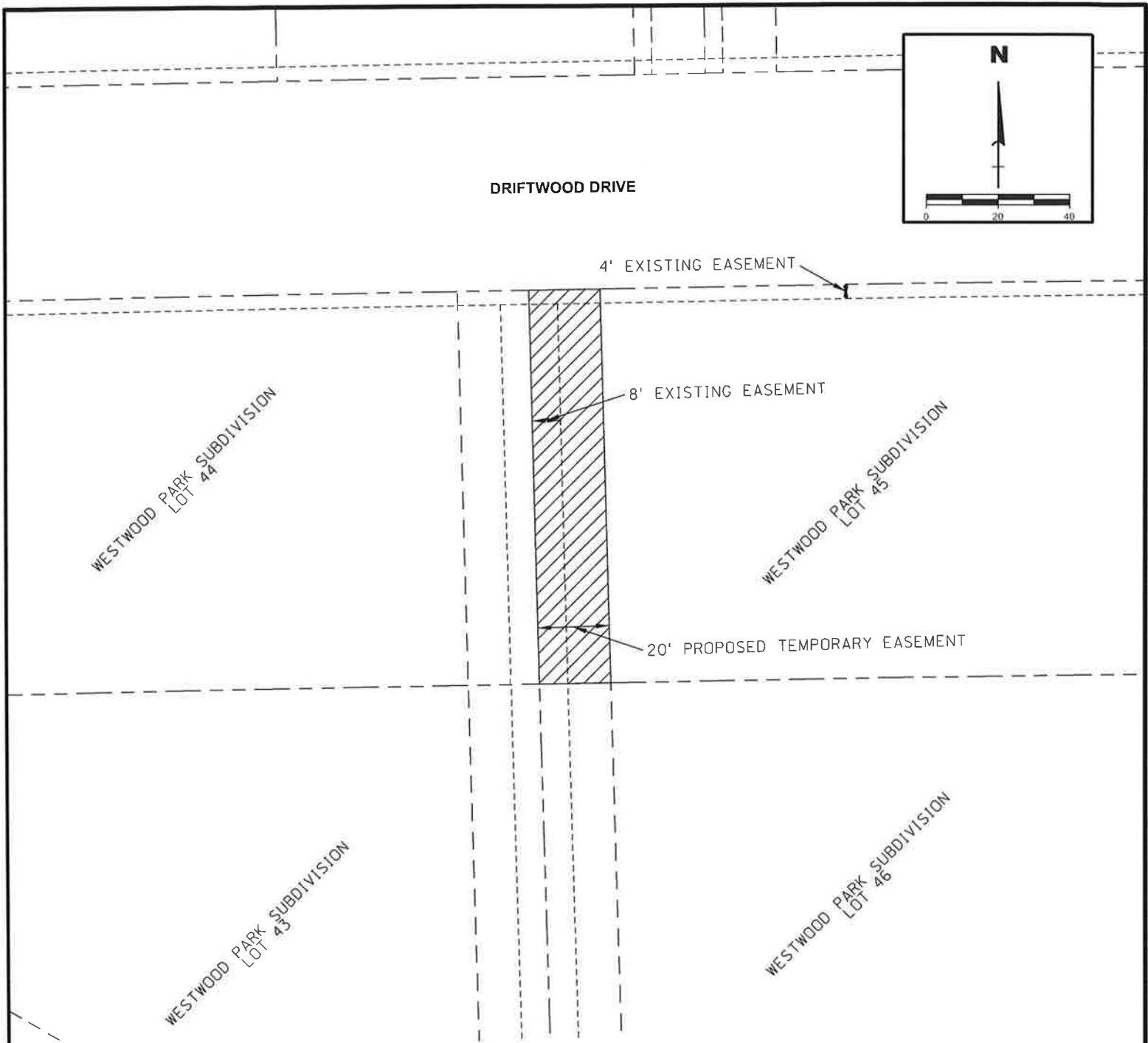
CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation

BY \_\_\_\_\_  
ROGER G. STEELE, MAYOR

ATTEST \_\_\_\_\_  
RANAE EDWARDS, CITY CLERK

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

2 | Page  
Pavelka Temporary Easement  
Sanitary Sewer District No. 544



### LEGEND

#### TEMPORARY CONSTRUCTION EASEMENT #5 DESCRIPTION

THE WEST TWENTY (20) FEET OF LOT FORTY-FIVE (45) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA





- — — — — RIGHT OF WAY
- EXISTING EASEMENT LINE
- - - - - TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
-  TEMP. EASEMENT AREA
-  PERM. EASEMENT AREA

EXHIBIT	PROJECT NO. 111908 02	ELLINGTON POINTE AND WESTWOOD PARK SUB. - LOT 45 SANITARY SEWER DISTRICT 544 GRAND ISLAND, NEBRASKA	 CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT  engineers • scientists • planners
5	DRAWN BY: CTP		
	DATE: JUL. 2020		

R E S O L U T I O N    2020-329

WHEREAS, a temporary construction easement is required by the City of Grand Island for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions, to construct such project; and

WHEREAS, acquisition of the temporary easement is as follows:

<i><b>Property Owner</b></i>	<i><b>Legal Description</b></i>	<i><b>Amount</b></i>
Robert J. Pavelka	THE WEST TWENTY (20) FEET OF LOT FORTY-FIVE (45) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.	\$4,648.00

***TOTAL= \$4,648.00***

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, December 8, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ December 4, 2020 <input type="checkbox"/> City Attorney
---



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-15

**#2020-330 - Approving Purchase of Owner Supplied Lab Equipment for Wastewater Treatment Plant Laboratory Renovations**

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

# **Council Agenda Memo**

**From:** Jon Menough PE, Wastewater Treatment Plant Engineer  
**Meeting:** December 8, 2020  
**Subject:** Approving Purchase of Owner Supplied Lab Equipment for Wastewater Treatment Plant Laboratory Renovations  
**Presenter(s):** John Collins PE, Public Works Director

## **Background**

On April 14, 2020, via Resolution No. 2020-95, City Council approved the bid award to Sampson Construction Co., Inc. of Kearney, Nebraska in the amount of \$3,454,000.00 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2. As part of this renovation the City is to supply the necessary laboratory equipment.

## **Discussion**

To meet competitive bidding requirements, the Wastewater Division obtained contract pricing from the State of Nebraska Contract No. 14491 OC issued to Fisher Scientific of Pittsburgh, Pennsylvania. Such equipment meets all of the requirements for the Wastewater Treatment Plant Laboratory for a total price of \$37,379.81. There are sufficient funds for this purchase in Account No. 53030054-85213-53553.

## **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 Lab Equipment for Wastewater Treatment Plant Laboratory Renovations from Fisher Scientific of Pittsburgh, Pennsylvania in the total amount of \$37,379.81.

## **Sample Motion**

Move to approve the resolution.

# Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
0322-0008-59	11/17/2020		1 of 3
Payment Terms		Delivery Terms	
NET 30 DAYS		DEST	
Valid To		Prepared By	
12/31/2020		RODHEIM, STEVE	
Customer Reference		Sales Representative	
RFQ		STEVE RODHEIM	
To place an order	Ph: 800-766-7000	Fx: 800-926-1166	
Submitted To:		Customer Account: 309077-001	
JEREMY ROGERS STEVE.RODHEIM@THERMOFISHER.COM  308-385-5430		CITY OF GRAND ISLAND WASTEWATER TREATMENT PLNT 3013 E SWIFT RD GRAND ISLAND NE 68801-8686	



Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC  
4500 TURNBERRY DRIVE  
HANOVER PARK IL 60133-5491




Review and Place Order

[Click here or go through your purchasing system to fishersci.com quotes](#)

**\*Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on [fishersci.com](https://fishersci.com)

For complete Terms and Conditions, please [click here.](#)





Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	40 110 1000	STEAMSCRUBBER, UC, WIN 115V 1P  Labconco SteamScrubber Glassware Washers, Item Description: Undercounter Washer with Window, Electrical Requirements: 115 V, 60 Hz, 16 A, 1 P, Certifications/Compliance: UL61010, CAN/CSA C22.2, CE, Depth: 27.7 in., 70.4 cm, Display: Full-color Touch Screen Vendor Catalog # 401101000 This item is being sold as 1 per each	7,434.46	7,434.46
2	1	EA	FBG505SA	FISHER UC SOLID DOOR, 5-15P  Fisherbrand Undercounter Refrigerators, Door Style: Solid, Capacity: 5.5 cu. ft., 156 L, Casters: No, Certifications/Compliance: CE, UL, Defrost: Automatic, Exterior Finish: CRS Powder Coated, Plug Type: NEMA 5-15 P, Temperature Range: 2 deg.C to 9 deg.C, Voltage: 100 - 240 V Vendor Catalog # FBG505SA Hazardous Material This item is being sold as 1 per each	2,235.58	2,235.58
3	2	EA	51 028 875H	180L GP MECHANICAL OVEN 120V  Thermo Scientific Heratherm General Protocol Ovens, 180L, mechanical convection, Capacity: 179 L, Mechanical Convection, Electrical Requirements: 120 V 60 Hz, Dimensions: 29.1 x 25.2 x 36.2 in. (73.8 x 64 x 92 cm), Temperature: 50 deg.C to 250 deg.C, Amperage: 14 A Vendor Catalog # 51028875 This item is being sold as 1 per each	2,683.49	5,366.98

# Sales Quotation



Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
0322-0008-59	RFQ	2 of 3

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
4	2	EA	11 927	LAB WAGON CHEMICAL  Labconco Chemical Cart, Dimensions: 34.88 x 19 x 36.38 in. (88.6 x 48.3 x 92.4cm), Steel, For Use With: Safe transport of Glassware and chemical containers, Height: 36.38 in., 92.4cm Vendor Catalog # 8020000 This item is being sold as 1 per each	665.76	1,331.52
5	1	EA	10 549 201	BOX FURNACE 1200C 1SEG 240V  Thermo Scientific Lindberg/Blue M LGO Box Furnace, 2 cu. ft., Horizontal Side Swing Door, digital control, Capacity: 55.3 L, Temperature: 100 deg.C to 1200 deg.C, Digital, Controller Type: Digital, Depth Interior: 15 in., 38.1 cm, Dimensions Interior: 15 x 15 x 15 in. (38.1 x 38.1 x 38.1 cm) Vendor Catalog # BF51841C-1 This item is being sold as 1 per each	6,964.43	6,964.43
6	1	EA	TSG30RSSA	TSG REF 30 SST SOLID 115V/60HZ  TSG Series General Purpose Laboratory Refrigerators, Door Style: Solid Stainless Steel, Cabinet Material: Painted-gray, Interior: Stainless Steel, Amperage: 3 A, Capacity: 27 cu. ft., 764 L, Certifications/Compliance: Prop 65, cULus, ENERGYSTAR, Defrost: Adaptive Defrost, Plug Type: NEMA 5-15 P Vendor Catalog # TSG30RSSA Hazardous Material This item is being sold as 1 per each	5,940.49	5,940.49
7	1	EA	50 199 7796	DR3900 SPECTROPHOTOMETER WITH  The DR3900 is a benchtop visible spectrum (320 - 1100 nm), split beam spectrophotometer with over 220 pre-programmed methods optimized for laboratory water analysis. With your daily routine of water analysis in mind, the DR3900 spectrophotometer is optimized for safe processes and accurate results. Control-parameters like Ammonium, COD, Phosphate, Nitrate and many others are easy to perform. The handling of tests and spectrophotometer is well designed to avoid any errors in your water analysis. The DR3900 is designed to deliver accurate results quickly with Hach's innovative TNTplus reagents, which are optimized around: <ul style="list-style-type: none"> <li>• Sample preparation: reduced handling steps, precise dosing</li> <li>• Sample analysis: automatic test recognition, expiration date check, etc.</li> <li>• Utilization of the new Truecal™ software to eliminate lot to lot variation</li> <li>• Documentation of results: versatile data management</li> </ul> Vendor Catalog # LPV440.99.00012	5,233.01	5,233.01


# Sales Quotation



**Fisher Scientific**

Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
0322-0008-59	RFQ	3 of 3

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
Hazardous Material This item is being sold as 1 per each						
8	1	EA	08 647 24	DESIC CABINET TALL W/DIAL HYGR	908.94	908.94
 Bel-Art SP Scienceware Dry-Keeper Desiccator Cabinets, Translucent, Cabinet Style: Vertical, Shelves: 3 adjustable perforated shelves, Holds: 70 cans, Height Exterior: 20 in., 51cm, Methyl Methacrylate, Depth: 15.5 in., 39.3cm, Door Style: Hinged and gasketed Vendor Catalog # H42056-0001 This item is being sold as 1 per each						
9	1	EA	NON-CATALOG	MED LAB DIGITAL INCUBATOR	1,890.40	1,890.40
Vendor Catalog # 138325-1						
10	1	EA	NON-CATALOG	SHELF WIRE KIT	74.00	74.00
Vendor Catalog # C1904817KIT						

MERCHANDISE TOTAL

37,379.81

## NOTES:

Returns are subject to manufacturer terms and conditions.

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2

<http://survey.medallia.com/fishersci>



RESOLUTION 2020-330

WHEREAS, the Wastewater Division of the Public Works Department of the City of Grand Island budgeted for laboratory equipment for Wastewater Treatment Plant Laboratory Renovations in the 2020/2021 fiscal year; and

WHEREAS, said equipment can be obtained from the 2020 Nebraska State Contract Holder, Fisher Scientific of Pittsburgh, Pennsylvania through Contract No. 14491 OC; and

WHEREAS, purchasing the laboratory equipment from the 2020 State Contract Holder meets all statutory bidding requirements; and

WHEREAS, the funding for such laboratory equipment is provided in the 2020/2021 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of laboratory equipment for Wastewater Treatment Plant Laboratory Renovations from Fisher Scientific of Pittsburgh, Pennsylvania in the amount of \$37,379.81 is hereby approved.

- - -

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



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-16

**#2020-331 - Approving Acquisition of Real Estate Property  
Described as a Triangular Tract of Land Lying North of the  
Intersection of South Webb Road and U.S. Highway 281**

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

Staff Contact: Jerry Janulewicz

RESOLUTION 2020-331

WHEREAS, Grand Island Partnership for the Arts (GIPA) desires that the City of Grand Island make a request to the Nebraska Department of Transportation for a transfer of the following real estate to the City for highway beautification purposes, to wit:

A tract of land being part of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section Twenty-five (25), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., Hall County, Nebraska and more particularly described as follows:

Commencing at the Northeast Corner of Section 25-11-10, thence on an assumed bearing of S01°34'22"E along the East line of the Northeast Quarter (NE1/4), a distance of 1319.09 feet to a point being the East 1/16 corner of the Northeast Quarter (NE1/4) of Section 25-11-10, said point being the point of beginning, thence continuing S01°34'22"E along said East line of the Northeast Quarter (NE1/4) a distance of 549.0 feet to a point of curvature, said point also being the easterly right-of-way line of U.S. Highway 281; thence around a curve in a clockwise direction, along said easterly right-of-way line, with a delta angle of 05°14'47", having a radius of 3019.79 feet, an arc length of 276.51 feet and a chord bearing N19°51'28"W with a chord distance of 276.42 feet; thence N22°22'06"W along said easterly right-of-way line, a distance of 305.10 feet; thence N88°15'55"E a distance of 195.40 feet to the point of beginning. Said tract contains a calculated area of 51,201.23 square feet or 1.175 acres more or less of which 0.373 acres are road right of way;

and

WHEREAS, GIPA is seeking donations, grants and pledges for the commissioning, creation, installation, and continued maintenance of an art work entitled "Denzel's Dream" to be installed upon the above-described tract; and

WHEREAS, the City Council desires to acquire the above-described real estate at no cost from the Nebraska Department of Transportation and used for highway beautification purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island shall request transfer of the above-described property by the Nebraska Department of Roads, for highway beautification purposes.

- - -

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	<input type="checkbox"/>	_____
December 4, 2020	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-17

**#2020-332 - Approving Interlocal Agreement with the Hall County  
Airport Authority for Airport Security**

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Administrator

**Meeting:** December 8, 2020

**Subject:** Interlocal Agreement with Hall  
County Airport Authority

**Presenter(s):** Jerry Janulewicz, City Administrator

## **Background**

The Hall County Airport Authority (“Airport”) is required by federal regulations and as conditions to its federal funding to provide on-site uniformed, sworn and certified police officer support to the Transportation Security Administration (“TSA”) passenger screening checkpoints during checkpoint operating hours. Through Interlocal Agreements between the Hall County Airport Authority and the City of Grand Island, police officers have been provided by the City of Grand Island since 2002.

## **Discussion**

The Hall County Airport Authority (“Airport”) is required by federal regulations and as conditions to its federal funding to provide on-site uniformed, sworn and certified police officer support to the Transportation Security Administration (“TSA”) passenger screening checkpoints during checkpoint operating hours. Through an Interlocal Agreement between the Hall County Airport Authority and the City of Grand Island, police officers would be provided by the City of Grand Island. The Airport will reimburse the City at the rate of \$35.00 per hour for each officer assigned to and performing duties pursuant to the proposed Interlocal Agreement.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Interlocal Agreement between the City and the Hall County Airport Authority for law enforcement services.

### **Sample Motion**

Move to approve.

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN  
THE HALL COUNTY AIRPORT AUTHORITY  
AND  
THE CITY OF GRAND ISLAND**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into this \_\_\_\_\_ day of December, 2020, by and between HALL COUNTY AIRPORT AUTHORITY, a political subdivision (“Authority”) and City OF GRAND ISLAND, NEBRASKA, a municipal corporation (“City”).

1. **STATEMENT OF PURPOSE.** The purpose of this Agreement is to establish an interlocal agreement by which City will provide to Authority uniformed, sworn and certified police officers to carry out the operational terms and conditions of the LAW ENFORCEMENT PERSONNEL REIMBURSEMENT PROGRAM (“Program”) as set forth in the Law Enforcement Officer Program Statement of Joint Objectives applicable to Transportation Security Administration (“TSA”) and Authority and in accordance with 49 C.F.R Part 1542.
2. **CITY’S RESPONSIBILITIES AND DUTIES.** City’s responsibilities and duties shall include:
  - a. City will assign police officers (“LEOs”) on-site at the Central Nebraska Regional Airport (“Airport”) during TSA Screening checkpoint operating hours, and to provide law enforcement support to the passenger-screening checkpoints in keeping with requirements provided by TSA in accordance with the current Security Directive SD1542-18-01B (series), regulations, and other authorities regarding law enforcement services, subject to modification in how the checkpoints are stationed as necessary based on changes in threat levels, surges, seasonality and/or other circumstances as determined by the TSA Federal Security Director (“FSD”) in consultation with Authority. At a minimum, LEOs will: (i) support TSA’s screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks, (ii) follow an established law enforcement response standard which is mutually acceptable to the FSD, Authority and City. In addition the FSD, Authority and City will determine, where appropriate, the level of participation in TSA’s Layered Security Programs, such as Playbook, Table Top Exercises, Breach Drills and Joint Vulnerability Assessments. City will promptly provide incident reports, police reports and other information when requested by TSA as part of a regulatory investigation and will fully cooperate with regulatory investigations.
  - b. City shall have sole and exclusive discretion to assign, supervise and evaluate its LEOs assigned pursuant to the preceding paragraph. The parties agree that the LEOs provided by City in furtherance of the Program shall continue as employees of City and are not employees of Authority or TSA.
  - c. All LEOs assigned to the Airport shall be trained, qualified, certified, sworn, uniformed and competent to carry out the operational duties of the Program.

- d. Credentials of LEOs and verification will be provided upon request to Authority and FSD. Authority shall provide TSA/FAA training materials to City at no cost. Each LEO shall possess all of the qualifications of a LEO set forth in 49 C.F.R. Sec. 1542.217 (as may be amended from time to time).
- e. City shall provide to Authority such reports, records, information and documents as are necessary for Authority to carry out its responsibilities and duties pursuant to the Program and to obtain reimbursement as provided in the Agreement.
- f. As mandated by the TSA in the Program, TSA shall have the right to examine or audit relevant financial records for a period of three (3) years after expiration of the terms of this Agreement as follows:
  - i. As used in this clause, the term “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
  - ii. City shall maintain and authorized Federal officials shall have the right to examine and audit all records and other evidence sufficient to reflect properly all hours claimed to have been incurred in performance of this Agreement. This right of examination shall include inspection at all reasonable times of City’s offices, or parts of them, engaged in performing services pursuant to this Agreement. City, upon request shall provide notice to TSA of the location and custodian of supporting documentation to include Time Sheets, Payroll Report or Other Documentation that substantiates the hours worked under this Agreement and will make them available for review during normal working hours when requested by an authorized Federal official.
  - iii. The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of City's directly pertinent records involving transactions related to this Agreement. This Article may not be construed to require City to create or maintain any record that it does not maintain in the ordinary course of business or pursuant to a provision of law.
  - iv. City shall make available at its office at all reasonable times the records, materials and other evidence described in preceding sections (i), (ii) and (iii) of this article, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement, or for any longer period required by statute or by other clauses of the RA. In addition:
- g. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and
- h. Records relating to appeals under the "Contract Disputes" clause or to litigation or the settlement of contract disputes arising under or relating to the Program shall be made available until such appeals, litigation, or contract disputes are finally resolved.



3. **RECORDS AND RELEASE OF INFORMATION.** In the course of service under this Agreement, The LEOs may have access to certain information called "Sensitive Security Information" or "SSI", which is protected by Federal statute and regulation. City shall take appropriate measures to protect proprietary, privileged or otherwise confidential information that may come into the LEOs possession as a result of services provided pursuant to this Agreement.
4. **AUTHORITY RESPONSIBILITIES AND DUTIES.** Authority responsibilities and duties shall include:
  - a. Authority shall reimburse City for providing LEOs for the Airport as provided herein at the rate of \$ 35.00 per hour regardless of the actual cost to City for each LEO at the time of service. Billing for reimbursement in excess of 1.0 hours shall be rounded as follows: 15 minutes or less shall be rounded down to the nearest hour; 16 minutes or more shall be rounded up to the nearest hour with a minimum billing period of not less than 1.0 hours. The foregoing amount shall be payable by Authority to City within 30 days of receipt of periodic statements to be sent by City to Authority.
  - b. Authority shall advise City of any operational deficiencies Authority finds or receives notice of in the performance of this Agreement by the LEOs.
  - c. Authority shall provide premises at the Airport for the LEOs assigned to the Airport which are suitable for performance of the duties required by the Program located as set forth on attached Exhibit "A". City will provide furnishings, telephone, and other amenities in its discretion.
  - d. Authority shall consult regularly with City concerning the Program to request any modifications to this Agreement which are deemed reasonable, appropriate and prudent and in conformity with the Program and associated documents.
5. **DURATION.** This Agreement shall be effective January 1, 2021 thru December 31, 2022, unless earlier terminated by Authority or City. If the Program is further extended by the TSA, the hourly payment from Authority to City shall be renegotiated with City. Notwithstanding the foregoing, this Agreement may be terminated earlier by either Authority or City providing thirty (30) days written notice to the other.
6. **ACQUISITION, OWNERSHIP AND DISPOSAL OF PERSONAL PROPERTY.** All personal property and fixtures acquired and used in furtherance of the Program shall be owned by the entity which pays for said personal property or fixture. In the event the Program is terminated or is not superseded by another Interlocal Cooperation Agreement, the parties shall take possession of their respective personal property and fixtures or said property may be left in place at the Airport, whichever is mutually agreeable to the parties. The parties acknowledge and agree that all computer software and licenses shall remain the property of City.
7. **SEPARATE ENTITY.** The parties agree that no separate entity is created by this Agreement.

8. CHOICE OF LAWS. This Agreement shall be construed in accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 et seq., as amended.
9. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between City and Authority relating to the Program and may be amended only in writing, duly approved, adopted and executed by the respective parties.
10. NOTICES. All notice envisioned under the terms and conditions of this Agreement shall be sent to the other party by first class, United States mail, postage prepaid and addressed as follows:

City of Grand Island  
Attn: Mayor  
PO Box 1968  
Grand Island, NE 68802

Hall County Airport Authority  
Attn: Executive Director  
3579 Sky Park Road  
Grand Island, NE 68801

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal corporation,

Dated: \_\_\_\_\_, 2020 BY \_\_\_\_\_  
Roger G. Steele, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

HALL COUNTY AIRPORT AUTHORITY,  
A Political Subdivision

Dated: \_\_\_\_\_, 2020 BY \_\_\_\_\_  
Michael J. Olson, Executive Director

Attest: \_\_\_\_\_  
Debra Potratz , Administrative Assistant

RESOLUTION 2020-332

WHEREAS, The Hall County Airport Authority (“Airport”) is required by federal regulations and as conditions to its federal grant agreements to provide on-site uniformed, sworn and certified police officers support to the Transportation Security Administration (“TSA”) passenger screening checkpoints during checkpoint operating hours, and

WHEREAS, the Airport is requesting that the City of Grand Island continue to provide such law enforcement officers at the Airport during such screening operating hours, and

WHEREAS, beginning January 1, 2021, the Hall County Airport Authority will reimburse the City at the rate of \$35.00 per hour per officer for providing law enforcement services to the Airport under an Interlocal Agreement.

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 with the Hall County Airport Authority.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Interlocal Agreement between the Hall County Airport Authority and the City of Grand Island, Nebraska for the period January 1, 2021 through December 31, 2022, unless earlier terminated by Authority or City.

- - -

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

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item G-18

### **#2020-333 - Approving Purchase of a 2020 Braun Type I Ambulance**

Staff Contact: Cory Schmidt, Fire Chief

# **Council Agenda Memo**

**From:** Cory Schmidt, Fire Chief

**Meeting:** December 8, 2020

**Subject:** Purchase Braun Type I Ambulance

**Presenter(s):** Cory Schmidt, Fire Chief  
Russ Blackburn, EMS Division Chief

## **Background**

The Grand Island Fire Department (GIFD) maintains a fleet of seven ambulances. There are two ambulances at Stations 1, 2, and 4 and one ambulance at Station 3. Station 1 and 2 ambulances are staffed every day to respond to medical calls. If staffing allows, a third ambulance is placed in service at Station 4. If medical calls exceed the number of staffed ambulances, the crew from an engine company will transfer to a back-up ambulance and respond with advanced life support capability. This is possible because every engine company has a paramedic on it. During 2019, the highest number of ambulances we had out on calls simultaneously was five. Each month, the GIFD experiences multiple ambulance calls where 3 to 4 ambulances are being utilized at the same time.

The GIFD's vehicle replacement plan calls for the purchase of an ambulance every other year. This means that an ambulance will be used for 8 years as a primary ambulance and then rotated to back-up duty for an additional 6 years. Then when ambulances reach 14 years of service they are retired and replaced.

## **Discussion**

City Council approved the purchase of an ambulance in the 2020/2021 budget for a budgeted amount \$315,000. The Fire Department would like to replace a 17 year old 2003 Ford type III ambulance. That ambulance has 93,875 miles on it in 4760 hours of operation.

The GIFD requests that Council approves the purchase a 2020 Braun Chief XL Modular Ambulance on a 2020 Ford F550, 4X4, diesel chassis for \$304,500.00 from North Central Emergency Vehicles of Lester Prairie, Minnesota. The ambulance will be purchased through the cooperative buying group, BuyHGAC, which meets City procurement requirements. The ambulance will be paid for upon delivery in approximately 240 days. The ambulance will come prewired for our communications

radio, an Opticom preemptive device, the Stryker Power-load/Power cot, and GIFD graphics. These four things are usually additional expenses after the ambulance is delivered.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of the 2020 Braun Chief XL Modular Ambulance on a 2020 Ford F550, 4X4, diesel chassis for \$304,500.00 for use by the GIFD for emergency service use.

### **Sample Motion**

Move to approve the purchase of the 2020 Braun Chief XL Modular Ambulance on a 2020 Ford F550, 4X4, diesel chassis for use by the GIFD for emergency service use from North Central Emergency Vehicles of Lester Prairie, Minnesota in an amount of \$304,500.00.



# Quotation

3800 W. Cavalry Court  
Lincoln, NE 68528  
402-617-5385

**DATE** December 1, 2020  
**Quotation #** 2020-110  
**Customer ID** GI Fire

**Bill To:**

*Quotation valid until:* December 30, 2020

Grand Island Fire & Rescue  
100 East First Street  
Grand Island, NE 68801  
rblackburn@grand-island.com

*Prepared by:* Dave Herbers

**Comments or special instructions: 240 Days Leadtime**

Description	AMOUNT
2021 Braun Chief XL Modular Ambulance and 2021 Ford F550, 4X4, Diesel, Chassis.	\$264,000.00
Paint and Graphics to Match Existing Fleet, Included in Base	
Dealer supplied Stryker Power Load & Power Cot System, Factory Installed	\$40,500.00
Grand Island Fire to Provide UHF Radio for Factory Install	
<b>TOTAL</b>	<b>\$304,500.00</b>

If you have any questions concerning this quotation, Dave Herbers, 402-617-5385, nesales@northcentralambulance.com

**THANK YOU FOR YOUR BUSINESS!**

RESOLUTION 2020-333

WHEREAS, the City Council approved the purchase of a Braun Chief XL Modular Ambulance in the 2020/2021 budget; and

WHEREAS, the Fire Department needs to replace a 2003 ambulance with 93,875 miles to make the fleet of ambulances and emergency response more reliable; and

WHEREAS, North Central Emergency Vehicles of Lester Prairie, Minnesota has submitted a cost through BuyHGAC for a 2020 Braun Chief XL Modular Ambulance on a 2020 Ford F550, 4X4, diesel chassis for less than the budgeted amount for the replacement of an ambulance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Fire Department to purchase the 2020 Braun Chief XL Modular Ambulance on a 2020 Ford F550, 4X4, diesel chassis from North Central Emergency Vehicles of Lester Prairie, Minnesota for the price of \$304,500.00.

- - -

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





# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item H-1

### Consideration of Request from Riverside Golf Club Regarding Hours for Sale of Alcohol

*Tom Foutch with Riverside Golf Club submitted the attached Request for Future Agenda Item on October 16, 2020. Below is a summary of his request.*

*The issue at hand is the city's law that makes it illegal for establishments such as Riverside Golf Club to sell alcohol before noon on Sundays. This law negatively impacts my members and guests and does so in such a way that the leaderships in other cities in NE – Omaha, Lincoln and Kearney – found reason to not enforce.*

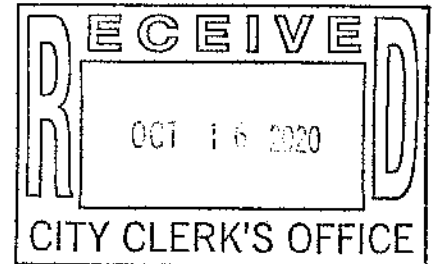
*Additionally, the law negatively impacts the city itself by reducing the tax revenue it would otherwise receive.*

*By repealing this law, Riverside GC, other businesses in GI and the City of GI itself all win.*

Staff Contact: Tom Foutch, Riverside Golf Club Manager



## REQUEST FOR FUTURE AGENDA ITEM



If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Name: Tom Foutch

Address: Riverside Golf Club

2820 Riverside Dr. Grand Island, NE 68801

Telephone #: (308) 382-7298

Date of Request: 10.16.2020

Description of Requested Topic: Re: Saw preventing the sale  
of alcohol prior to noon on Sundays, I'd  
appreciate the City Council changing this to  
allowing establishments such as mine to  
sell alcohol to our members and guests  
after 9:00 am on Sundays. Thank you.



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item H-2

**Consideration of Approving Request from Island Landhandlers, Inc. for for a Conditional Use Permit a Sand and Gravel Operation located at 3812 South Blaine Street**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item I-1

**#2020-334 - Consideration of Approving Appointment of Celine Swan as Library Director**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Roger Steele, Mayor

**Meeting:** December 8, 2020

**Subject:** Appointment of Celine Swan as Library Director

**Presenter(s):** Roger Steele, Mayor

## **Background**

Library Director, Steve Fosselman, retired September 11, 2020 after 29 years of service. A search to locate a new Director has been conducted. During the search, Celine Swan has served as the Interim Library Director. The recruitment process was conducted by the City's Human Resources Department. The selection process included representation from the Library Board, City Staff, City Councilmembers and the City Administrator.

The Library Board met on November 30<sup>th</sup> to determine their recommendation for the next Library Director. The board recommends Celine Swan to Council as their recommendation for the next Library Director.

## **Discussion**

I am pleased to present Celine Swan as my choice for appointment to the Library Director position.

Mrs. Swan has been with the Grand Island Library for the past 20 years. She has held the position of Librarian II and most recently holds the position of interim Library Direction. Mrs. Swan has earned a Bachelor of Arts Degree in Business Information Systems from Bellevue University and a Masters of Library and Information Science from the University of Missouri-Columbia.

Mrs. Swan will have a starting salary of \$96,939.51 annually and is anticipated to start on December 9, 2020.

Celine will bring a wealth of knowledge and experience to the position. We are fortunate to have this opportunity, and congratulate Celine on this accomplishment.

## **Alternatives**

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

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

## **Recommendation**

City Council is recommended to approve the appointment of Celine Swan.

## **Sample Motion**

Move to approve the appointment of Celine Swan as the Library Director.

RESOLUTION 2020-334

WHEREAS, under City Code Section 2-31, the position of the Library Director for the City of Grand Island, Nebraska, is hired by the Mayor with the approval of the City Council; and

WHEREAS, the Mayor has selected Celine Swan to be appointed as Library Director; and

WHEREAS, Celine Swan has accepted the offer and is prepared to start work on December 9, 2021 at Step 1 of the Library Director salary table of \$96,939.51.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Celine Swan is hereby duly appointed Interim Library Director for the City of Grand Island, Nebraska.

- - -

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



# City of Grand Island

Tuesday, December 8, 2020

Council Session

## Item I-2

### **#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:** December 8, 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 December 14, 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 December 13, 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 1<sup>st</sup> 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 MANAGEMENT,  
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, December 8, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

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