



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-12

#2013-237 - Approving Temporary Construction Easement for the North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4 (Hall County)

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

Council Agenda Memo

From: Terry Brown PE, Manager of Engineering Services

Meeting: July 23, 2013

Subject: Approving Temporary Construction Easement for the North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4 (Hall County)

Item #'s: G-12

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

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have jointly developed multi-year replacement planning stages for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged gravity sanitary sewer, reduce or eliminate current sewer pumping station(s), and provide additional capacity for existing and new growth areas of Grand Island.

The new North Interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Wastewater Treatment Plant.

A phased approach of constructing the North Interceptor was developed as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

A Temporary Construction easement from Hall County is necessary for Phase II, Part B of this project to be completed, which must be approved by City Council. A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement is needed from one property owner for Phase II, Part B to be constructed.

An appraisal and review appraisal were completed for this tract with an appraised value of \$2,000.00.

All documents have been signed and returned by the property owner. Authorization of the document and payment to the property owner of \$2,000.00 is contingent upon City Council approval.

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 Agreement between the City of Grand Island, Public Works Department and the affected property owner for North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4, in the amount of \$2,000.00.

Sample Motion

Move 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 THE COUNTY OF HALL, NEBRASKA, a political subdivision of the State of Nebraska, herein referred to as "Owner", whether one or more.

Recitals

WHEREAS, the City intends to construct sanitary sewer within the boundaries of the North Interceptor Sanitary Sewer Project Phase 2 from Sky Park Road to Diers Avenue along Capital Avenue, on or adjacent to property owned by Owner; and

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

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

Section One Right of Entry

Owner hereby grants to the City, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right to enter upon the following described real estate consisting of an unplatted tract of land as described in Deed Book 159, Page 133, Hall County Register of Deeds, located in the Southeast Quarter (SE1/4) of Section 5, Township 11 North, Range 9 West of the 6th p.m., City of Grand Island, Hall County, Nebraska and more particularly described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 62.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 695.03 FEET; THENCE N00°09'22"W A DISTANCE OF 244.37 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 03°37'16", A ARC LENGTH OF 63.31 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S18°34'28"E FOR A DISTANCE OF 63.30 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND A WESTERLY LINE OF A PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG SAID WESTERLY LINE A DISTANCE OF 204.32 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTHERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 714.80 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 18,607 SQUARE FEET OR 0.43 ACRES MORE OR LESS.

to do such work as may be necessary or appropriate for the construction of North Interceptor Sanitary Sewer Project from Sky Park Road to Diers Avenue along Capital Avenue and related facilities adjacent to such property. Such right of entry shall include, but not be limited to the right to enter upon, travel over, excavate, clear fences, drives, irrigation lines and other improvements, backfill, store materials upon, and otherwise use the above described premises.

Section Two
Term of Agreement

The premises may be occupied and used by the City for the purposes related hereto during the period beginning the date construction work starts on North Interceptor, Phase 2 Project and continuing until the construction work is completed.

Section Three
Exclusions

The following improvements and or landscaping shall not be disturbed and shall be protected from damage:

The memorial wall located in the southeast corner of the property shall be protected by the Contractor.

Section Four
Valuation of Improvement

The parties hereby agree that the improvements located on the above described premises are limited to the following items having values as shown:

<u>Item</u>	<u>Value</u>
Use of Temporary Construction Area	\$2,000.00

Section Five
Compensation

The City hereby agrees to pay to Owner the full value as shown for any item destroyed by the City during the term of this agreement. In the event an item is damaged but not destroyed and the parties are unable to agree as to the amount of such damage, the City shall have the option to either pay Owner the full value of the item or items in dispute as shown or submit the issue of damages on the disputed item or items to a board of appraisers appointed under an action in condemnation. In the event the City shall elect to have the damages determined under an action in condemnation, then the City hereby agrees to pay to Owner the amount as finally determined in such action and appeals. The Owner hereby agrees to accept full payment for damages arising from the use of the aforesaid property by City the amount paid by the City in accordance with this agreement.

Section Six
Remarks

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

Any damages to sprinklers as a result of the proposed utility improvements in this area will be reconstructed by the City of Grand Island or United Veterans Club will be compensated for these repairs.

The brick memorials for the veterans memorial impacted by construction will be reconstructed in place or relocated along the proposed bike trail as approved by Hall County and United Veterans Club.

Tree plantings to replace trees removed associated with proposed utility improvements will be completed by Hall County. No additional compensation than described above.

Ceder tress in the southeast corner of the property on the perimeter of the Veteran's Memorial will be removed.

Any damages to the United Veterans Club parking lot and driveways as a result of utility and roadway improvements in this area shall be reconstructed by the City.

Section Seven
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: _____, 2013

THE COUNTY OF HALL, NEBRASKA

BY _____
Pamela Lancaster, Chairman
Hall County Board of Supervisors

ATTEST:

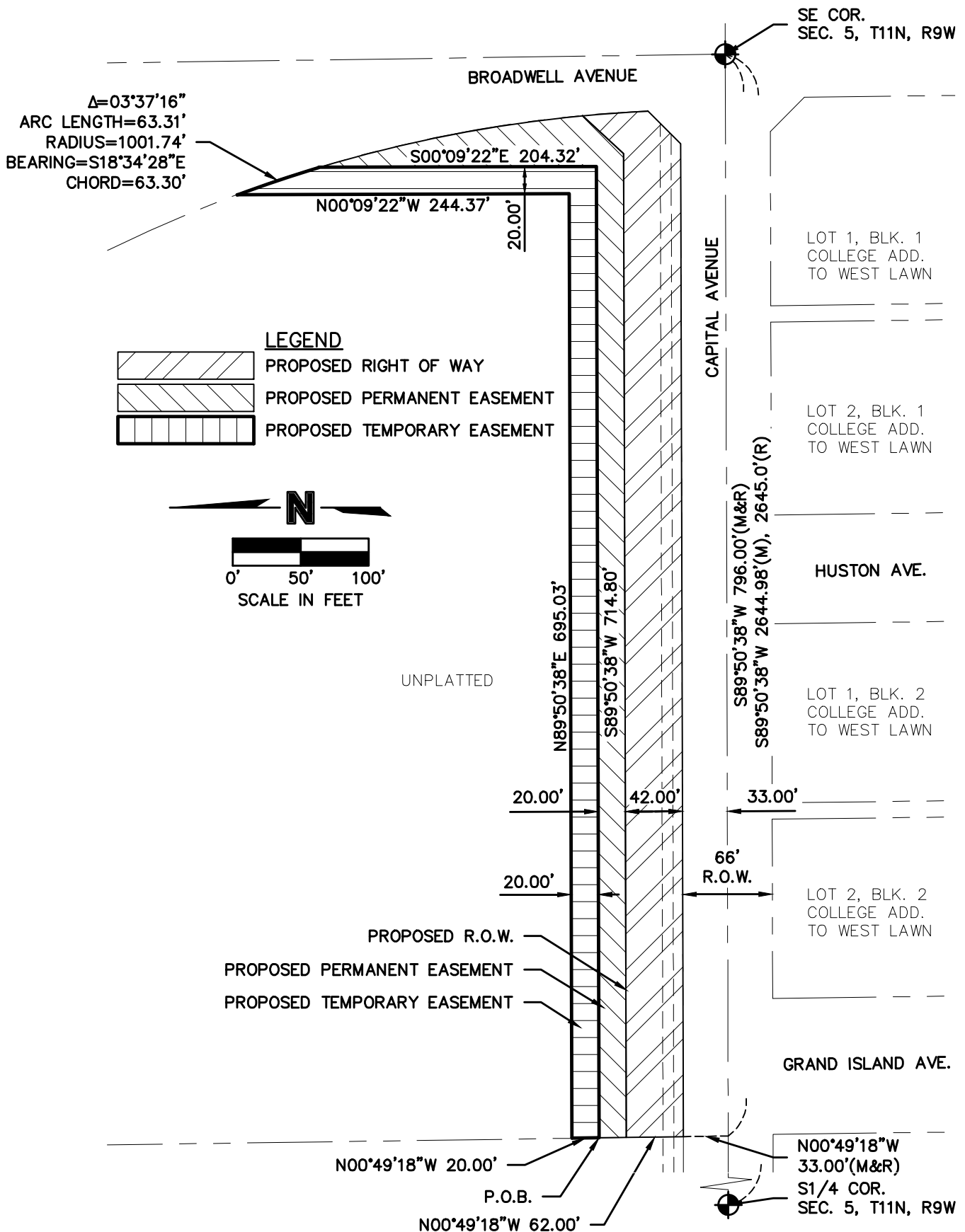
Marla Conley
Hall County Clerk

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By _____
Jay Vavricek, Mayor

Dated _____

TEMPORARY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



EASEMENT DESCRIPTION

A TEMPORARY EASEMENT CONSISTING OF PART OF A UNPLATTED TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133, HALL COUNTY REGISTER OF DEEDS, LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 62.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 695.03 FEET; THENCE N00°09'22"W A DISTANCE OF 244.37 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 03°37'16", A ARC LENGTH OF 63.31 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S18°34'28"E FOR A DISTANCE OF 63.30 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND A WESTERLY LINE OF A PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG SAID WESTERLY LINE A DISTANCE OF 204.32 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTHERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 714.80 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 18,607 SQUARE FEET OR 0.43 ACRES MORE OR LESS.

MOLSSON ASSOCIATES

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

RESOLUTION 2013-237

WHEREAS, a temporary construction easement is required by the City of Grand Island, from Hall County, in the North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4 project area:

An unplatted tract of land as described in Deed Book 159, Page 133, Hall County Register of Deeds, located in the Southeast Quarter (SE1/4) of Section 5, Township 11 North, Range 9 West of the 6th p.m., City of Grand Island, Hall County, Nebraska and more particularly described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SE1/4 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF SAID UNPLATTED TRACT; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID UNPLATTED TRACT A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 62.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 695.03 FEET; THENCE N00°09'22"W A DISTANCE OF 244.37 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 03°37'16", A ARC LENGTH OF 63.31 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S18°34'28"E FOR A DISTANCE OF 63.30 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND A WESTERLY LINE OF A PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG SAID WESTERLY LINE A DISTANCE OF 204.32 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTHERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 714.80 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 18,607 SQUARE FEET OR 0.43 ACRES MORE OR LESS.

WHEREAS, an Agreement for the Temporary Construction 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 Temporary Construction easement on the above described tract of land, in the amount of \$2,000.00.

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

- - -

Approved as to Form	by _____
July 22, 2013	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, July 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk