
City of Grand Island



Tuesday, July 23, 2013
Council Session Packet

City Council:

Linna Dee Donaldson
Scott Dugan
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Vaughn Minton
Mitchell Nickerson
Bob Niemann
Mike Paulick

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Invocation - Pastor Sheri Lodel, Calvary Lutheran Church, 1304 North Custer Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item C-1

Recognition of “You Auto Love It Downtown”, Saturday August 3rd

The 8th Annual Grand Theatre Custom & Classic Car Show will be held Downtown on Saturday, August 3, 2013 from 5:00 p.m. to 9:00 p.m. All entries are FREE with complimentary movie passes provided to each entry. The entire event is FREE to the public with complimentary hamburgers, hotdogs, ice cream and pop provided by some very generous local business owners. Mayor Vavricek has proclaimed August 3rd as "You Auto Love It Downtown".

Staff Contact: Mayor Jay Vavricek



Certificate of Recognition

for

“You Auto Love It Downtown”

8th Annual Grand Theatre Custom & Classic Car Show, Downtown Grand Island,
Saturday, August 3, 2013 from 5:00 p.m. to 9:00 p.m.

Mayor Jay Vavricek

City Administrator Mary Lou Brown

City Clerk RaNae Edwards



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item E-1

**Public Hearing on Acquisition of Utility Easement - Part of Lot 1,
Block 2 Ponderosa Lake Estates 4th Subdivision - Hehnke**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: July 23, 2013

Subject: Acquisition of Utility Easement – Lot One (1), Block Two (2) Ponderosa Lake Estates Fourth Subdivision - Hehnke

Item #'s: E-1, G-6

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 an easement relative to the property of K.C. and Deborah Hehnke, located through a part of Lot One (1), Block Two (2), Ponderosa Lake Estates Fourth Subdivision, an addition to the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair water lines.

Discussion

When Ponderosa Lake Estates Fourth Subdivision was developed, the owner installed a water line across the property and turned over ownership to the City per standard procedures. The transfer of ownership normally includes an easement, but this easement was not included on the plat. While performing an audit of the GIS system, it was discovered that the easement did not exist. This property has since been sold to the Hehnkes.

As the City needs the easement to access the water lines, and to compensate the current owner for the loss of use of this portion of their property, an appraisal was commissioned to obtain a fair value of the easement. The appraised price is \$1,700.00, which the owner has agreed to accept in exchange for the easement.

Alternatives

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

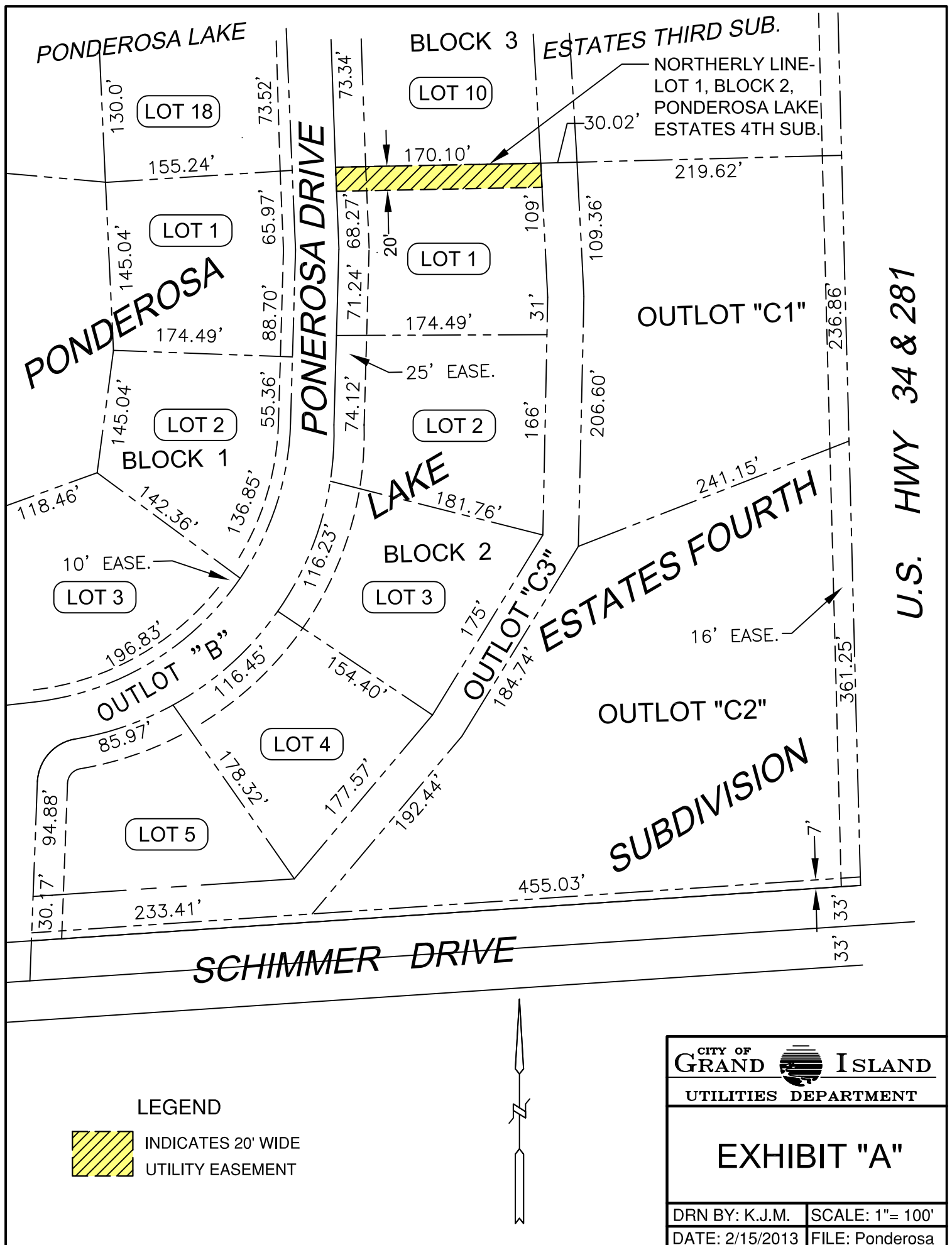
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that Council approve the resolution for acquisition of a public utility easement from K.C. and Deborah Hehnke, on the above-described tract of land, for one thousand seven hundred dollars (\$1,700.00).

Sample Motion

Move to approve the resolution for acquisition of a public utility easement from K.C. and Deborah Hehnke, on the above-described tract of land, for one thousand seven hundred dollars (\$1,700.00).





City of Grand Island

Tuesday, July 23, 2013

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - 807 West 4th Street - KERJAC, Inc.

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: July 23, 2013

Subject: Acquisition of Utility Easement – 807 W. 4th Street
– KERJAC, Inc.

Item #'s: E-2, G-7

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 an easement relative to the property of KERJAC, Inc., located at the southwest corner of 807 West 4th Street, next to the alley, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Principals of KERJAC, Inc. are Kerry and Jayne Cole.

Discussion

This easement will be used to place a pad-mounted three phase transformer to provide electrical service to the new business at this location.

Alternatives

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

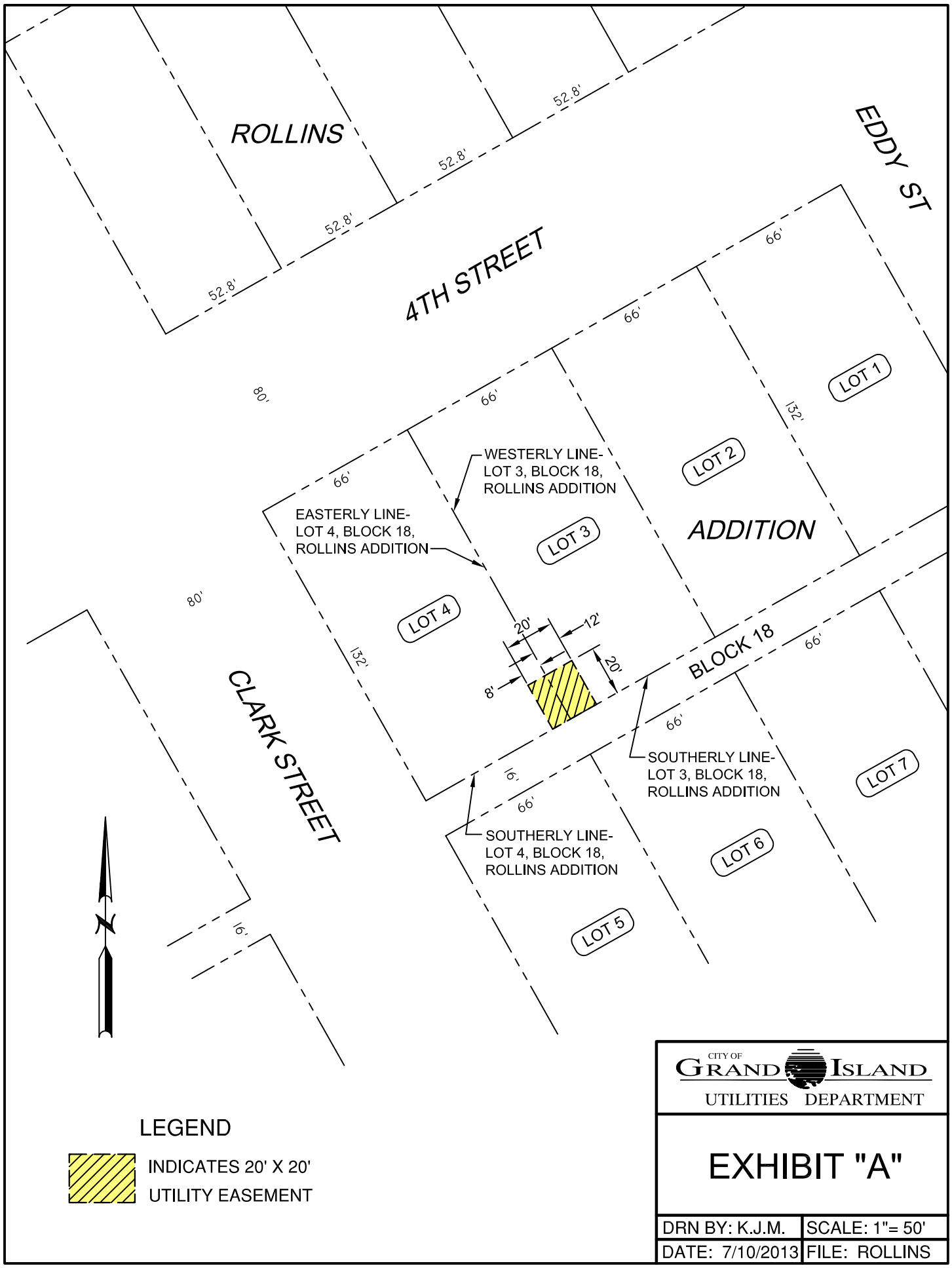
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, July 23, 2013

Council Session

Item E-3

**Public Hearing on Acquisition of Public Right-of-Way 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: Public Hearing on Acquisition of Public Right-of-Way for the North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4 (Hall County)

Item #'s: E-3, G-10

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)

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. Public right-of-way is needed to accommodate the North Interceptor Phase II, Part B project, which is on Capital Avenue from Webb Road to Broadwell Avenue.

Discussion

To allow for the accommodation of public utilities and a widened roadway along Capital Avenue from Webb Road to Broadwell Avenue it is requested that forty-two (42) feet of public right-of-way be acquired by the City of Grand Island on the east side of Broadwell Avenue, north side of Capital Avenue.

An appraisal and review appraisal were completed for this tract with an appraised value of \$32,000.00.

All documents have been signed and returned by the property owner. Authorization of the document and payment to the property owner of \$32,000.00 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 conduct a Public Hearing and approve acquisition of the public right-of-way, in the amount of \$32,000.00.

Sample Motion

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

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

PUBLIC RIGHT-OF-WAY

THE COUNTY OF HALL, NEBRASKA, a political subdivision of the State of Nebraska, herein called the Grantor, in consideration of THIRTY-TWO THOUSAND DOLLARS (\$32,000) and other consideration, receipt of which is hereby acknowledged, hereby grants and conveys unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, State of Nebraska, herein called the Grantee, a permanent and perpetual public right-of-way to construct, operate, maintain, extend, repair, replace, and remove public roadway, pedestrian facilities, and utilities, including but not limited to, sanitary sewers, storm sewers, water mains, electric utility poles, overhead and underground power lines, manholes, pipelines, communication facilities, natural gas facilities, surface markers, and other appurtenances, upon, over, along, across, in, underneath and through a tract of land 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, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 724.16 FEET; THENCE N42°48'34"E A DISTANCE OF 41.03 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL

- 1 -

AVENUE; THENCE ALONG SAID WEST R.O.W. LINE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 02°44'27", A ARC LENGTH OF 47.92 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S04°03'24"E FOR A DISTANCE OF 47.91 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S44°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 34.26 FEET; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 730.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 31,872 SQUARE FEET OR 0.73 ACRES MORE OR LESS.

The Grantors, for themselves, their heirs, executors, administrators, successors, and assigns, hereby covenant that no buildings, fences, or structures shall be erected or permitted on said tract and that the public right-of-way herein granted shall run with the title to such tract of land and be binding upon the Grantors, their successors and assigns.

REMARKS

Grantor may construct, maintain, repair, and utilize for sprinkler improvements which will infringe upon the Permanent Easement. If Grantee, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by Grantee, and/or Grantee Parties, during the course of the employment or duties with Grantee, Grantee agrees to assume and pay all costs relating to the replacement or repair of the improvement.

Any damages to sprinklers as a result of the proposed utility and roadway 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 the trees removed associated with proposed utility improvements with the will be completed by Hall County. No additional compensation than described above.

DATED: _____, 2013

THE COUNTY OF HALL, NEBRASKA

BY _____

Pamela Lancaster, Chairman
Hall County Board of Supervisors

ATTEST:

Marla Conley
Hall County Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Pamela Lancaster and Marla Conley, to me known to be the Chairman of the Hall County Board of Supervisors and the Hall County Clerk, respectively, each signing the foregoing Public Right-of-Way and acknowledging the execution thereof to be their voluntary act and deed on behalf of the County of Hall, Nebraska.

WITNESS my hand and Notarial Seal the date above written.

Notary Public

SURVEY RECORD

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

N00°48'52"W 2643.69'(M), 2643.73'(R)

BROADWELL AVENUE

E1/4 COR.
SEC. 5, T11N, R9W

SE COR.
SEC. 5, T11N, R9W
S89°50'38"W
40.30'(M&R)

S00°48'52"W
26.40'(M&R)

S89°50'38"W
25.00'(M&R)

LOT 1, BLK. 1
COLLEGE ADD.
TO WEST LAWN

LOT 2, BLK. 1
COLLEGE ADD.
TO WEST LAWN

HUSTON AVE.

LOT 1, BLK. 2
COLLEGE ADD.
TO WEST LAWN

LOT 2, BLK. 2
COLLEGE ADD.
TO WEST LAWN

GRAND ISLAND AVE.

N00°49'18"W
33.00'(M&R)
S1/4 COR.
SEC. 5, T11N, R9W

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

CURVE TABLE					
#	DELTA	ARC LENGTH	RADIUS	BEARING	CHORD
C1	02°44'27"	47.92'	1001.74'	S04°03'24"E	47.91'
C2	01°23'10"	24.24'(M), 25'±(R)	1001.74'	S01°59'36"E	24.24'
C3	00°22'40"	6.60'(M&R)	1001.74'(M&R)	S01°06'41"E	6.60'(M&R)
C4	73°42'00"	1288.55'(M), 1288.56'(R)	1001.74'(M&R)	S38°09'01"E	1201.53'

SECTION CORNER TIES

SE COR. SEC. 5, T11N, R9W

FOUND ALUMINUM CAP

58.84' NE TO CHISELED 'X' IN SIGNAL POLE BASE

60.70 SE TO CHISELED 'X' IN SIGNAL POLE BASE

58.84' SW TO CHISELED 'X' IN SIGNAL POLE BASE

60.45' NW TO CHISELED 'X' IN SIGNAL POLE BASE

S1/4 COR. SEC. 5, T11N, R9W

FOUND SURVEY SPIKE W/WASHER (LS636)

61.51' NW TO RED HEAD IN POWER POLE

88.00' NE TO RED HEAD IN POWER POLE

60.05' SW TO RED HEAD IN 24" TREE

E1/4 COR. SEC. 5, T11N, R9W

FOUND SURVEY SPIKE

167.70' NNE TO RED HEAD IN POWER POLE

48.85' E TO RED HEAD IN TOP OF WOOD POST

40.76' ESE TO RED HEAD IN POWER POLE

157.04' TO CENTER NUT, TOP OF FIRE HYDRANT

LEGEND

- ⊕ FOUND PROPERTY CORNER
- SET PROPERTY CORNER
- × CALCULATED CORNER
- (M) MEASURED DISTANCE
- (R) RECORDED DISTANCE



0' 50' 100'
SCALE IN FEET

EXISTING 8' NATURAL
GAS EASEMENT

EXISTING 7'
COMMUNICATIONS EASEMENT

N00°49'18"W 954.29'(M&R)

N00°49'18"W 42.00'

P.O.B.

LEGAL DESCRIPTION

A TRACT OF LAND 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, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 724.16 FEET; THENCE N42°48'34"E A DISTANCE OF 41.03 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 02°44'27", A ARC LENGTH OF 47.92 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S04°03'24"E FOR A DISTANCE OF 47.91 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S44°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 34.26 FEET; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 730.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 31,872 SQUARE FEET OR 0.73 ACRES MORE OR LESS.

JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

DATE

MOLSSON
ASSOCIATES

USER: zloomis

DWG: F:\projects\011-2414\MUNI\ROW_Plots\0112414_ROW tracts-Sanitary.dwg
DATE: Jun 14, 2013 8:58am
XREFS: 0112414_ROW



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item E-4

**Public Hearing on Acquisition of Public Utility 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: Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4 (Hall County)

Item #'s: E-4, G-11

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)

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A public utility easement is needed in the North Interceptor Phase II, Part B project, which is on Capital Avenue from Webb Road to Broadwell Avenue to accommodate public utilities. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement.

Discussion

To allow for the accommodation of public utilities and pedestrian facilities it is requested that a twenty (20) foot utility easement be acquired by the City of Grand Island on the north side of Capital Avenue, east of Broadwell Avenue. This new easement will allow for the installation of public utilities.

An appraisal and review appraisal were completed for this tract with an appraised value of \$5,000.00.

All documents have been signed and returned by the property owner. Authorization of the document and payment to the property owner of \$5,000.00 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 conduct a Public Hearing and approve acquisition of the Easement, in the amount of \$5,000.00.

Sample Motion

Move to approve the acquisition of the Easement.

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

PUBLIC PERMANENT EASEMENT

THE COUNTY OF HALL, NEBRASKA, a political subdivision of the State of Nebraska, herein called the Grantor, in consideration of FIVE THOUSAND DOLLARS (\$5,000.00) and other consideration, receipt of which is hereby acknowledged, hereby grants and conveys unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, State of Nebraska, herein called the Grantee, a permanent and perpetual easement to construct, operate, maintain, extend, repair, replace, and remove public roadway, pedestrian facilities, and utilities, including but not limited to, sanitary sewers, storm sewers, water mains, electric utility poles, overhead and underground power lines, manholes, pipelines, communication facilities, natural gas facilities, surface markers, and other appurtenances, upon, over, along, across, in, underneath and through a tract of land 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 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, 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 714.80 FEET; THENCE N00°09'22"W A DISTANCE OF 204.32 FEET TO A POINT ON THE WEST R.O.W. LINE OF BROADWELL AVENUE; THENCE ALONG SAID WEST R.O.W. LINE

- 1 -

AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°20'13, A ARC LENGTH OF 198.21 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S11°05'44"E FOR A DISTANCE OF 197.89 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S42°48'34"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 41.03 FEET; THENCE S89°50'38"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 724.16 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 19,296 SQUARE FEET OR 0.44 ACRES MORE OR LESS.

together with the following rights, namely, unrestricted ingress and egress under, over, and across such land for the purpose of exercising the rights herein granted, to excavate and refill ditches and trenches, and the right to clear and keep clear of trees, roots, brush, hedges, undergrowth, and other obstructions from the surface of such tracts interfering with the location, construction, inspection, repair, replacement, removal, and maintenance of such utilities and public roadway and pedestrian facilities. Any such utilities and appurtenances placed upon, over, and under such tracts of land shall remain the property of the Grantee or Utility Provider and may be removed or replaced at any time.

The Grantors, for themselves, their heirs, executors, administrators, successors, and assigns, hereby covenant that no buildings, fences, or structures shall be erected or permitted on said tract and that the easement herein granted shall run with the title to such tract of land and be binding upon the Grantors, their successors and assigns.

REMARKS

Grantor may construct, maintain, repair, and utilize for sprinkler improvements which will infringe upon the Permanent Easement. If Grantee, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by Grantee, and/or Grantee Parties, during the course of the employment or duties with Grantee, Grantee agrees to assume and pay all costs relating to the replacement or repair of the improvement.

Any damages to sprinklers as a result of the proposed utility and roadway 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.

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.

DATED: _____, 2013

THE COUNTY OF HALL, NEBRASKA

BY _____

Pamela Lancaster, Chairman
Hall County Board of Supervisors

ATTEST:

Marla Conley
Hall County Clerk

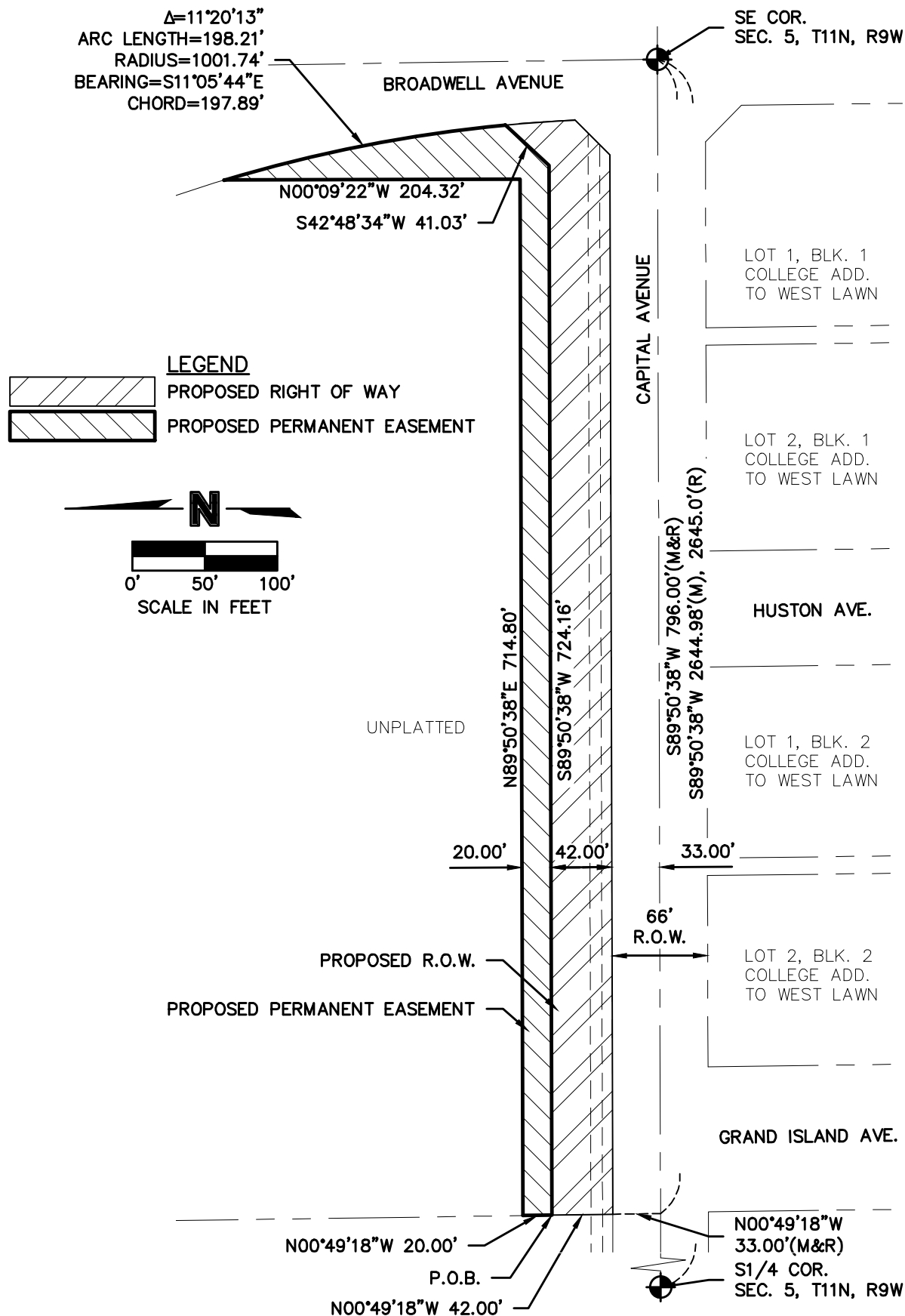
STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Pamela Lancaster and Marla Conley, to me known to be the Chairman of the Hall County Board of Supervisors and the Hall County Clerk, respectively, each signing the foregoing Public Utilities Easement and acknowledging the execution thereof to be their voluntary act and deed on behalf of the County of Hall, Nebraska.

WITNESS my hand and Notarial Seal the date above written.

Notary Public

PERMANENT EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



EASEMENT DESCRIPTION

A PERMANENT UTILITY 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 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, 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 714.80 FEET; THENCE N00°09'22"W A DISTANCE OF 204.32 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 11°20'13", A ARC LENGTH OF 198.21 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S11°05'44"E FOR A DISTANCE OF 197.89 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S42°48'34"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 41.03 FEET; THENCE S89°50'38"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 724.16 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 19,296 SQUARE FEET OR 0.44 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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item E-5

**Public Hearing on Dedication of Street Right-of-Way for the
Capital Avenue - Webb Road to Broadwell Avenue Widening
Project (Ashley Park - City of Grand Island)**

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: Public Hearing on Dedication of Street Right-of-Way for the North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4 and Capital Avenue – Webb Road to Broadwell Avenue Widening Project (Ashley Park - City of Grand Island)

Item #'s: E-5, G-15

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. The City of Grand Island is dedicating current park property as street right-of-way to accommodate a widened roadway along Capital Avenue from Webb Road to Broadwell Avenue and for the North Interceptor Phase II Sanitary Sewer.

Discussion

To allow for the accommodation of public utilities and a widened roadway along Capital Avenue from Webb Road to Broadwell Avenue it is required that current park property be dedicated by the City of Grand Island as street right-of-way. This area is on the east side of Broadwell Avenue, north side of Capital Avenue.

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approved dedication of the street right-of-way.

Sample Motion

Move to conduct a Public Hearing and approve the dedication of the street right-of-way.

SURVEY RECORD
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

SECTION CORNER TIES

SW COR. SEC. 4, T11N, R9W
FOUND ALUMINUM CAP

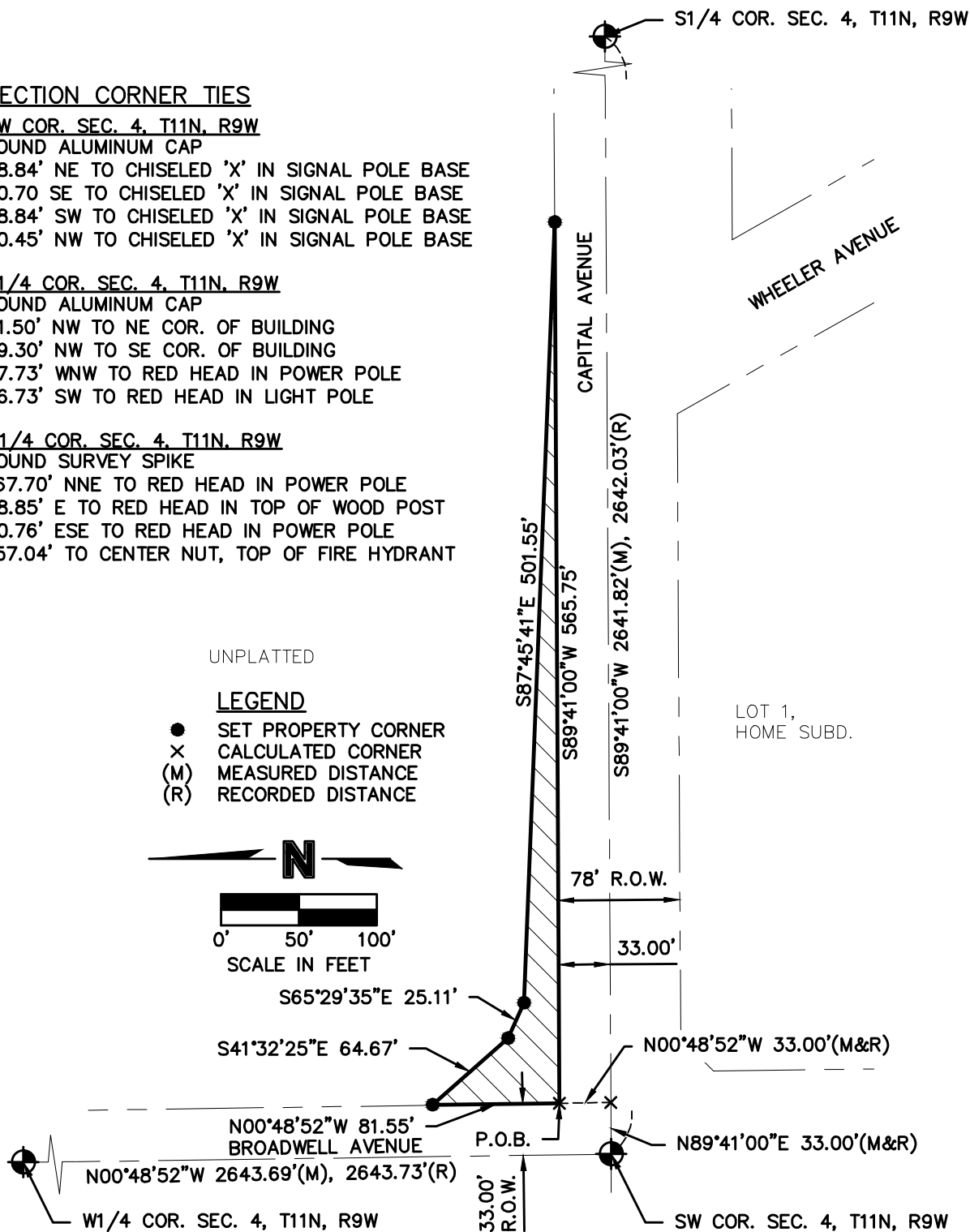
58.84' NE TO CHISELED 'X' IN SIGNAL POLE BASE
60.70 SE TO CHISELED 'X' IN SIGNAL POLE BASE
58.84' SW TO CHISELED 'X' IN SIGNAL POLE BASE
60.45' NW TO CHISELED 'X' IN SIGNAL POLE BASE

S1/4 COR. SEC. 4, T11N, R9W
FOUND ALUMINUM CAP

81.50' NW TO NE COR. OF BUILDING
59.30' NW TO SE COR. OF BUILDING
67.73' WNW TO RED HEAD IN POWER POLE
76.73' SW TO RED HEAD IN LIGHT POLE

W1/4 COR. SEC. 4, T11N, R9W
FOUND SURVEY SPIKE

167.70' NNE TO RED HEAD IN POWER POLE
48.85' E TO RED HEAD IN TOP OF WOOD POST
40.76' ESE TO RED HEAD IN POWER POLE
157.04' TO CENTER NUT, TOP OF FIRE HYDRANT



LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF A UNPLATTED TRACT LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 4, 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 SOUTHWEST CORNER OF SAID SW1/4; THENCE ON AN ASSUMED BEARING OF N89°41'00"E ALONG THE SOUTH LINE OF SAID SW1/4 A DISTANCE OF 33.00 FEET; THENCE ALONG A LINE BEING 33.00' EAST OF AND PARALLEL TO THE WEST LINE OF SAID SW1/4, N00°48'52"W A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF BROADWELL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°48'52"W ALONG SAID WEST R.O.W. LINE A DISTANCE OF 81.55 FEET; THENCE S41°32'25"E A DISTANCE OF 64.67 FEET; THENCE S65°29'35"E A DISTANCE OF 25.11 FEET; THENCE S87°45'41"E A DISTANCE OF 501.55 FEET TO A POINT ON THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°41'00"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 565.75 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 8,642 SQUARE FEET OR 0.20 ACRES MORE OR LESS.

JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

DATE

MOLSSON
ASSOCIATES

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item E-6

Public Hearing to Approve Authorization to Apply for Contract Extension for Disaster Recovery Grant-Lift Station # 7

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development

Meeting: July 23, 2013

Subject: Public Hearing to Approve Authorization to Apply for Contract Extension for Disaster Recovery Grant-Lift Station # 7

Item #'s: E-6, G-21

Presenter(s): Marco Floreani, Community Development

Background

In September 2009, the City of Grand Island was awarded a Disaster Recovery Grant (#08-DPI-005) for \$803,500, plus \$40,175 in General Administration, for installation of a sanitary sewer interceptor and sewer main collection system upgrade to address an urgent community development need that occurred as a result of high ground water levels and flooding between May 22 and June 24, 2008. The project encompasses two southern areas of Grand Island to improve protection of homes from future sanitary sewer backups. Total project cost, including Administration, is projected at \$1,003,675.

Disaster Recovery Program funds are to be used only for activities related to disaster relief, long-term recovery, and restoration of infrastructure in areas covered by the Federal Emergency Management agency (FEMA) declaration of major disaster 1770-DR. Only damages occurring during the incident period from May 22, 2008 to June 24, 2008 are considered.

Discussion

The Nebraska Department of Economic Development awarded the City of Grand Island \$150,616.00 in additional funds for Disaster Recovery Funding.

The City of Grand Island, Nebraska, is an eligible unit of the Disaster Recovery Funding authorized to file a contract extension under the Community Development Block Grant Program. This contract extension will provide additional time to fund the necessary site improvements and complete the infrastructure in the Disaster Recovery Area. The contract extension will be until August 23, 2013. The original contract was to have ended July 28, 2013.

Alternatives

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

1. Move to approve a resolution granting contract extension Disaster Recovery Grant Funds (Lift Station #7).
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 authorization to apply for a contract extension Disaster Recovery Grant Funds (Lift Station #7).

Sample Motion

Move to approve authorization to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Grand Island and the Nebraska Department of Economic Development so as to affect acceptance of the grant application #08-DPI-005, Disaster Recovery Grant.



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-1

Approving Minutes of July 8, 2013 City Council Joint Health Meeting

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF JOINT HEALTH SPECIAL MEETING

July 8, 2013

Pursuant to due call and notice thereof, a Special Joint Meeting of the City Council of the City of Grand Island, Nebraska, the Hall County Board of Supervisors, the Hamilton County Board of Commissioners, the Merrick County Board of Commissioners, and the Central District Health Department was conducted at the Grand Island Public Library, 211 North Washington Street, Grand Island, Nebraska on July 8, 2013. Notice of the meeting was given in the *Grand Island Independent* on July 2, 2013.

Central District Health Department Board President Mike Bowman called the meeting to order at 6:00 p.m. The following Health Board members were present: Dan Purdy (Hall Co.), Mike Bowman (Merrick Co.), Steve Kunzman, Mary Ann Apfel, Shelly Graham (Hamilton County), Chuck Haase (Grand Island City Council), Dr. Richard Fruehling, Roger Wiegert (Merrick Co.), and Tim Bergen (Hamilton Co.). The following Hall County Supervisors were present: Daniel Purdy, Pamela Lancaster, Steve Schuppan, Gary Quandt, Bob McFarland and Hall County Clerk Marla Conley. The following Hamilton County Board of Commissioners were present: Tim Bergen and Shelly Graham. The following Merrick County Supervisors were present: Mike Bowman and Roger Wiegert. The following City Officials were present: Councilmembers Chuck Haase, Linna Dee Donaldson, Vaughn Minton, Mitch Nickerson, and City Clerk RaNae Edwards. Mayor Jay Vavricek was present at 6:20 p.m. Health Department employees: Executive Director Teresa Anderson, Assistant Director Ryan King, Jeremy Eschliman, Jeremy Collinson, Lucia Rodriguez and Cindy Valdez.

Jeremy Collinson gave a basic overview of the Central District Health Department. There were twenty-six employees within 2 divisions. Teresa Anderson gave an overview of the 2013-2014 budget. Increased fees were discussed. \$450,000 was built in to the budget in both the revenues and expenses for new opportunities. The following new programs were mentioned: Every Woman Matters, Healthy Lifestyles, Home Visitation, and Refugee. Grants would cover these new programs. Total FY2013-2014 budget was \$3,251,995.

Ms. Anderson answered questions regarding the Federal Health Care Plan. CDC funding had been cut which in turn trickled down to the State and Local Health Departments.

Ryan King commented on the Community Resources offered at the Health Department such as Health Educator, Nutritionist, Registered Nurses, Registered Dietician, Peer Educators, Laboratory Scientist, Biology, Chemistry, Quality Assurance, Emergency Preparedness, and Support. Explained were the duties of the Environmental Health Division such as inspections of swimming pools, childcare facilities, commercial animal facilities, food establishments, tattoo/body piercing, recreational camps, garbage trucks, well/septic inspections, mobile home parks and clean indoor air inspections.

Services provided by the Health Department were: West Nile Virus monitoring, mosquito control, indoor air quality, preparedness and response planning, and water testing laboratory.

The Community Health Division included: disease surveillance, immunization, and WIC (Women, Infant & Children).

Jeremy Collinson explained what swimmers itch was. Currently Mormon Island was the only place affected with this in the city. Testing procedures were explained. Discussion was held with regards to the number of birds at the lakes in and around Grand Island.

Jeremy Eschliman explained the WIC program. This was a program for newborns to 5 years. Mentioned were Epidemiology and Immunizations programs. Discussion was held regarding shingle shots.

Ms. Anderson stated the Health Department had submitted its budget to the City and County with the request to remain at \$110,000 for FY 2013-2014.

Hall County Supervisor Gary Quandt said he would recommend that the County reduce the money given to the Health Department for FY 2013-2014 by \$30,000. Ms. Anderson explained what the funds were used for. No City position was remarked about aside from Councilmember Haase's view while serving on the Central District Health Department Finance Committee.

Ryan King answered questions regarding measuring the success of the programs.

ADJOURNMENT: The meeting was adjourned at 7:25 p.m.

Respectfully submitted,

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-2

Approving Minutes of July 9, 2013 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
July 9, 2013

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 July 9, 2013. Notice of the meeting was given in *The Grand Island Independent* on July 3, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Bob Niemann, Linna Dee Donaldson, Chuck Haase, Julie Hehnke, Mitch Nickerson, John Gericke, Scott Dugan, Mike Paulick, and Vaughn Minton. Councilmember Peg Gilbert was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Finance Director Jaye Monter, and Public Works Director John Collins.

INVOCATION was given by Pastor Mark Oberbeck, Northridge Assembly of God, 3025 Independence Avenue followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Allie Richardson and Board member Maria Lopez.

CONSENT AGENDA: Consent Agenda items G-4, G-7, G-8, and G-11 were removed for further discussion. Motion by Donaldson, second by Niemann to approve the Consent Agenda excluding items G-4, G-7, G-8, and G-11. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 21, 2013 City Council Special Meeting.

Approving Minutes of June 25, 2013 City Council Regular Meeting.

#2013-214 – Approving Bid Award for Stagecoach Detention Cell Improvement Project No. 2013-D-1 with Hooker Brothers Construction Co. of Grand Island, NE in an Amount of \$112,544.70.

#2013-215 – Approving Bid Award for Grand Generation Center Paving Project No. 2013-P-5 with The Diamond Engineering Company of Grand Island, NE in an Amount of \$39,977.58. Public Works Director John Collins reported that one bid was received with the exception to the September 10, 2013 completion date. Due to the busy construction season The Diamond Engineering Co. based their bid on a May 1, 2014 completion date.

Comments were made by Council regarding the importance of this project and the concern of the later completion date. Questioned was whether the Streets Department could do this work instead of contracting it out. Mr. Collins stated the Streets Department could do this project but other projects would have to wait. He stated this was a Building Department project and he would need a directive to move staff from streets to do a building project.

Discussion was held concerning federal funding for projects and taking Public Work employees away from other jobs. Mr. Collins stated there were no federal funds for this project. A lengthy

discussion was held regarding the timeline the contractor could finish this project. Comments were made in favor of the Streets Department to complete this work in this construction season. Cost of the project was mentioned and which department would be responsible. Mr. Collins stated Public Works had been approved to pay for this project and it would be paid from the 2012/2013 budget.

Motion by Nickerson, second by Haase to approve Resolution #2013-215. Upon roll call vote, all voted no. Motion failed.

Motion by Gericke, second by Niemann to direct Public Works to complete the work for the Grand Generation Center Paving Project No. 2013-P-5. Upon roll call vote, all voted aye. Motion adopted.

#2013-216 – Approving Bid Award for Fire Station No. 4 (3690 West State Street) and No. 3 (2310 South Webb Road) Concrete Pavement Replacement – 2013 with The Diamond Engineering Company of Grand Island, NE in an Amount of \$99,804.00.

#2013-217 – Approving Resolution Directing Property Owner to Repair Sidewalk at 1141 Pleasant View Drive.

#2013-218 – Approving Summerfield 8th Subdivision Paving Agreement with Little B's Corporation. Mr. Collins reported that in association with the street paving for Summerfield Estates 8th Subdivision there were two City projects that could be completed; construction of a headwall for the drainage ditch and a connection to the state Street hike/bike trail. The Developer had agreed to complete these two projects jointly with the street paving, with reimbursement being made to the Developer by the City.

Motion by Dugan, second by Haase to approve Resolution #2013-218. Upon roll call vote, all voted aye. Motion adopted.

#2013-219 – Approving Agreement with IMS Infrastructure Management Services, LLC of Tempe, AZ for Pavement Management Services not-to-exceed \$137,150.00. Mr. Collins reported that Pavement Management System was a set of tools and methods that assisted decision makers in finding optimum strategies for providing and maintaining pavements in an acceptable, serviceable condition over a given time period. This system would assist in making decisions to implement the right maintenance activities at the right times and would be less labor intensive and cost effective.

Mentioned was the importance of technical data that would be collected for a cost saving to the City. Explained was the process of how this worked.

Motion by Nickerson, second by Dugan to approve Resolution #2013-219. Upon roll call vote, all voted aye. Motion adopted.

#2103-220 – Approving Change Orders Nos. 2 & 3 for Lift Station No. 7 Improvements Project No. 2011-S-1A for a decrease of \$3,336.89 and a Revised Contract Amount of \$484,793.34.

#2013-220 – Approving Certificate of Final Completion for Lift Station No. 7 Repairs – Project 2011-S-1 with Midland Contracting, Inc. of Kearney, NE.

The meeting was turned over to Council President Niemann due to Mayor Vavricek having a conflict of interest on Resolution #2013-222.

#2013-222 – Approving Advertising Contract with the Grand Island Independent. Human Resources Director Brenda Sutherland reported this was a renewal contract to cover advertising for all departments in the City. Advertising that falls under the heading of “legals” was handled separately as the rate was defined by State Statutes. Last year’s contract was for \$30,000 which the City had exceeded. To take advantage of the best pricing possible, it was proposed to increase that amount to \$40,000 for the current year. Explained was the rate structure.

Discussion was held regarding the cost set by state statute. Managing volume of advertising was encouraged.

Motion by Donaldson, second by Gericke to approve Resolution #2013-222. Upon roll call vote, Councilmembers Minton, Gericke, Nickerson, Donaldson, and Niemann voted aye. Councilmembers Paulick, Dugan, Hehnke, and Haase voted no. Motion failed. Since the Mayor had recused himself his vote could not be cast.

#2013-223 – Approving Purchase of 2014 Smeal Fire Pumper Truck from Smeal Fire Apparatus of Snyder, NE in an Amount of \$490,591.75.

#2013-224 – Approving Bid Award for 2014 Complete Hook Lift Truck with Flatbed (Unit #1565) – Line Division from Hansen International Truck, Inc. of Grand Island, NE in an Amount of \$110,096.00.

#2013-225 – Approving Certificate of Final Completion for Water Main Project 2013-W-1 – Clark Street at the Union Pacific Railroad Tracks with Van Kirk Brothers Contracting of Sutton, NE.

RESOLUTIONS:

#2013-226 – Consideration of Approving Contract with Mid-Plains Power, LLC for Installation of the Grand Island Third and Wheeler Historical Lighting Improvements Project. Public Works Director John Collins reported that Federal-aid Transportation Enhancement (TE) funds were providing 80% funding for the construction of 21 Historical Street Lights near the Kaufmann Park at 3rd Street and Wheeler Avenue. 20% would be matched by the Downtown Business Improvement District.

Motion by Minton, second by Gericke to approve Resolution #2013-226. Upon roll call vote, all voted aye. Motion adopted.

#2013-227 – Consideration of Approving Contract for Utility Billing Customer Information System. Finance Director Jaye Monter reported that the current Utility billing system which included Electric, Water, Sewer and Backflow billing and collections was 33 years old. In September, 2012 Request for Proposals were issued for third party software in which twelve

proposals were received and reviewed. Staff recommended approval of the contract with N. Harris Computer Corporation in an amount of \$932,500.00.

Discussion was held regarding costs for support maintenance fees, hidden costs such as computer equipment, servicer and hardware. Ms. Monter stated less than \$10,000 would be needed for hardware. Mentioned was that this was a 14 month project and money would come out of this year's budget and next year's budget.

Motion by Haase, second by Dugan to approve Resolution #2013-227. Upon roll call vote, all voted aye. Motion adopted.

#2013-228 – Consideration of Removal of City Attorney. Mayor Vavricek reported that on June 11, 2013 and June 25, 2013 Resolutions were approved by Council directing the removal of sign violations. Explained was City Code §2-30 terms of employment for the statutory positions and the authority of the Mayor with Council approval to terminate employment. Mayor Vavricek stated he and the City Administrator's duties were to carry out direction of the City Council.

The following people spoke:

- Bob Sivick, 1119 So. Eddy Street
- Marian Bahensky, 1021 6th Street, St. Paul, NE
- Lewis Kent, 624 Meves Avenue
- John Folsom, 1504 West 2nd Street
- Paul Wicht, 1708 Jerry Drive

Steve Mossman, Attorney retained by Mayor Vavricek was also present.

Motion by Dugan, second by Niemann to approve Resolution #2013-228.

Discussion was held regarding Council's request to seek a court order to remove signs and the City Attorney refusing to do that. Comments were made by Council that a policy had been set by Council and had not been carried out. Mentioned was that this was a management problem.

Human Resources Director Brenda Sutherland explained the personnel rights of the five statutory positions. These positions were at-will positions and could be terminated by the Mayor with Council approval.

City Administrator Mary Lou Brown stated she had met with Mr. Sivick three times since the June 27th meeting and that Mr. Sivick stated he would not go forward with filing the court documents.

Motion by Nickerson, second by Haase to give Mr. Sivick 48 hours to file the paperwork with the Court regarding the signs. Upon roll call vote, Councilmembers Paulick, Gericke, Nickerson, Hehnke, and Haase voted aye. Councilmembers Minton, Dugan, Donaldson, and Niemann voted no. Mayor Vavricek voted no. Motion failed.

Comments were made regarding the breakdown of the relationship between the Mayor, City Council, and City Attorney and that there were more issues than just the sign issue.

Motion by Donaldson, second by Dugan to go into Executive Session for the protection of the public interest or the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. Mr. Sivick requested this matter be held in public.

Upon roll call vote of the main motion, Councilmembers Minton, Dugan, Donaldson, and Niemann voted aye. Councilmembers Paulick, Gericke, Nickerson, Hehnke, and Haase voted no. Motion failed.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Paulick to approve the Claims for the period of June 26, 2013 through July 9, 2013, for a total amount of \$4,301,109.72. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Dugan, second by Niemann to adjourn to Executive Session at 10:03 p.m. for the purpose of a strategy session with respect to collective bargaining with the Fraternal Order of Police (FOP) Lodge No. 24. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Dugan, second by Paulick to return to Regular Session at 10:42 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 10:42 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-3

Approving Appointment of Justin Oseka and Re-appointments of Todd Enck, Marv Webb and Brad Kissler to the Building Code Advisory Board

Mayor Vavricek has submitted the re-appointments of Todd Enck, Marv Webb and Brad Kissler and the appointment of Justin Oseka to the Building Code Advisory Board . Justin Oseka will replace Mike Wenzl who resigned. These appointments will become effective August 1, 2013 upon approval by the City Council and will expire on August 1, 2015.

Staff Contact: Mayor Jay Vavricek



INTEROFFICE
MEMORANDUM
Building Department

*Working Together for a
Better Tomorrow. Today.*

DATE: July 8, 2013

TO: Mayor Vavricek

FROM: Craig A. Lewis, Building Department Director *CA*

RE: Appointments to the Building Code Advisory Board

The following people have expressed their willingness to serve on the Building Code Advisory Board.

Todd Enck, Contractor	T.C. Enck Construction 511 Fleetwood Cir Grand Island NE 68803	08/01/13 - 08/01/15
Marv Webb, Architect	Webb & Company Architects 387 N Walnut St Grand Island NE 68801	08/01/13 - 08/01/15
Brad Kissler, Architect	Cannon Moss Brygger Architects 208 N Pine St Ste 301 Grand Island NE 68801	08/01/13 - 08/01/15
Justin Oseka, Contractor	Oseka Construction 3825 Farmstead Rd Grand Island NE 68801	08/01/13 - 08/01/15

These individuals will complete a seven-member board of knowledgeable professionals empowered to rule on appeals of orders, decisions, or determinations made by the Building Department relative to the application and interpretation of the building code. The Board of Appeals shall have no authority relative to interpretation of administrative provisions of the code, nor shall the Board be empowered to waive requirements of the building code.

I would request your appointment and the Councils' approval of these qualified individuals as I feel they have and will continue to provide a valuable service to the city.



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-4

#2013-229 - Approving Preliminary and Final Plat and Subdivision Agreement for Northview Ninth Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 23, 2013

Subject: Northview Ninth Subdivision – Preliminary and Final Plat

Item #'s: G-4

Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

This property is located east of Idaho Ave and south of US Hwy 2, in the City of Grand Island, in Hall County, Nebraska. Consisting of (10 Lots) and 2.77 acres.

Discussion

The revised preliminary and final plat for Northview Ninth Subdivision was considered by the Regional Planning Commission at the July 10, 2013 meeting.

A motion was made by Bredthauer and seconded by Reynolds to approve the plat as presented. A roll call vote was taken and the motion passed with 10 members present (McCarty, Snodgrass, O'Neill, Ruge, Connelly, Eriksen, Reynolds, Haskins, Amick and Bredthauer) voting in favor; no member present abstaining.

Alternatives

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

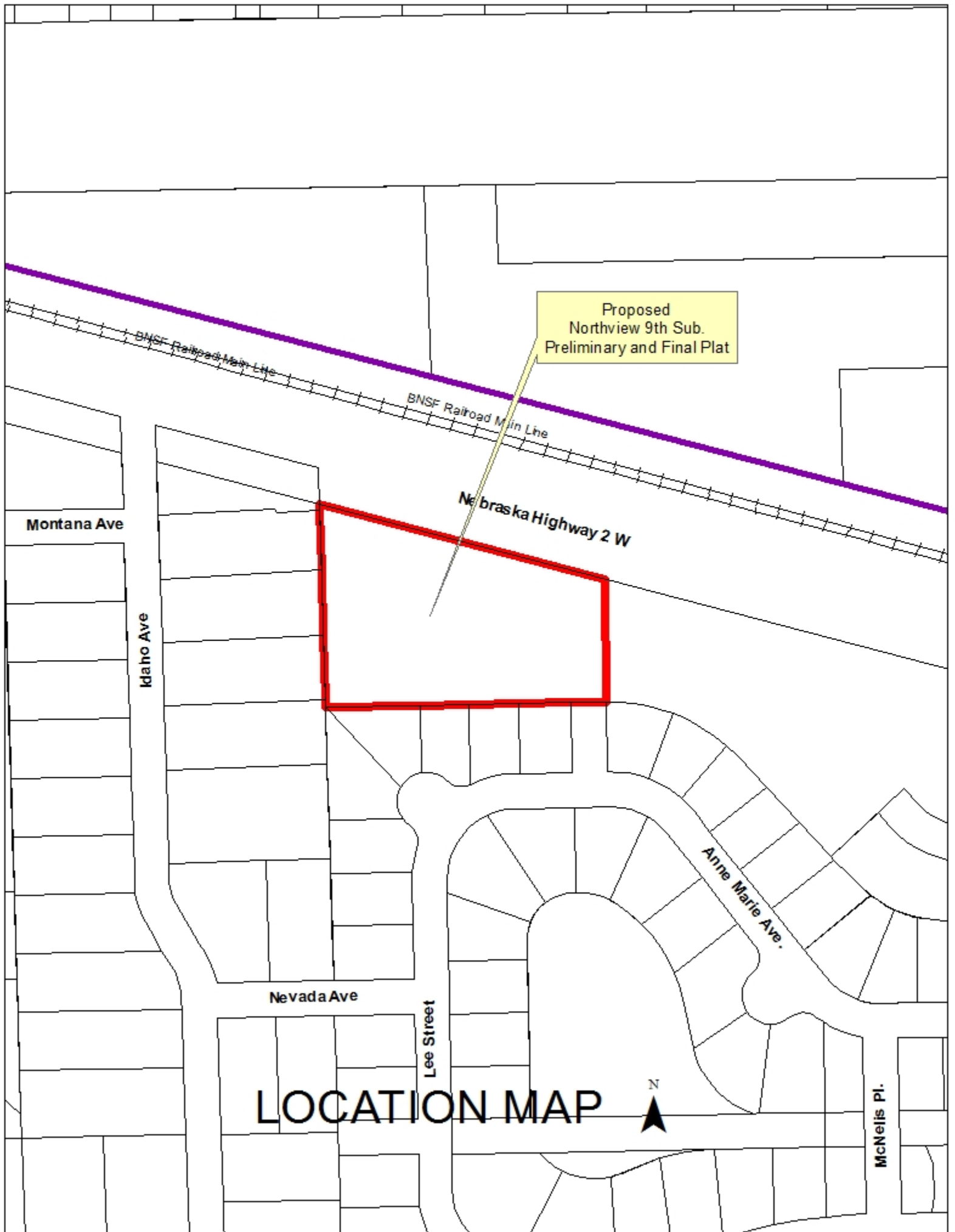
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the final plat as presented.

Sample Motion

Move to approve as recommended.



Northview Ninth Preliminary & Final Plat

Developer/Owner

P.O.G. LLC

PO Box 28

Central City NE 68826

To create 10 Lots east of Idaho Ave and south of US Hwy 2, in the City of Grand Island, in Hall County, Nebraska.

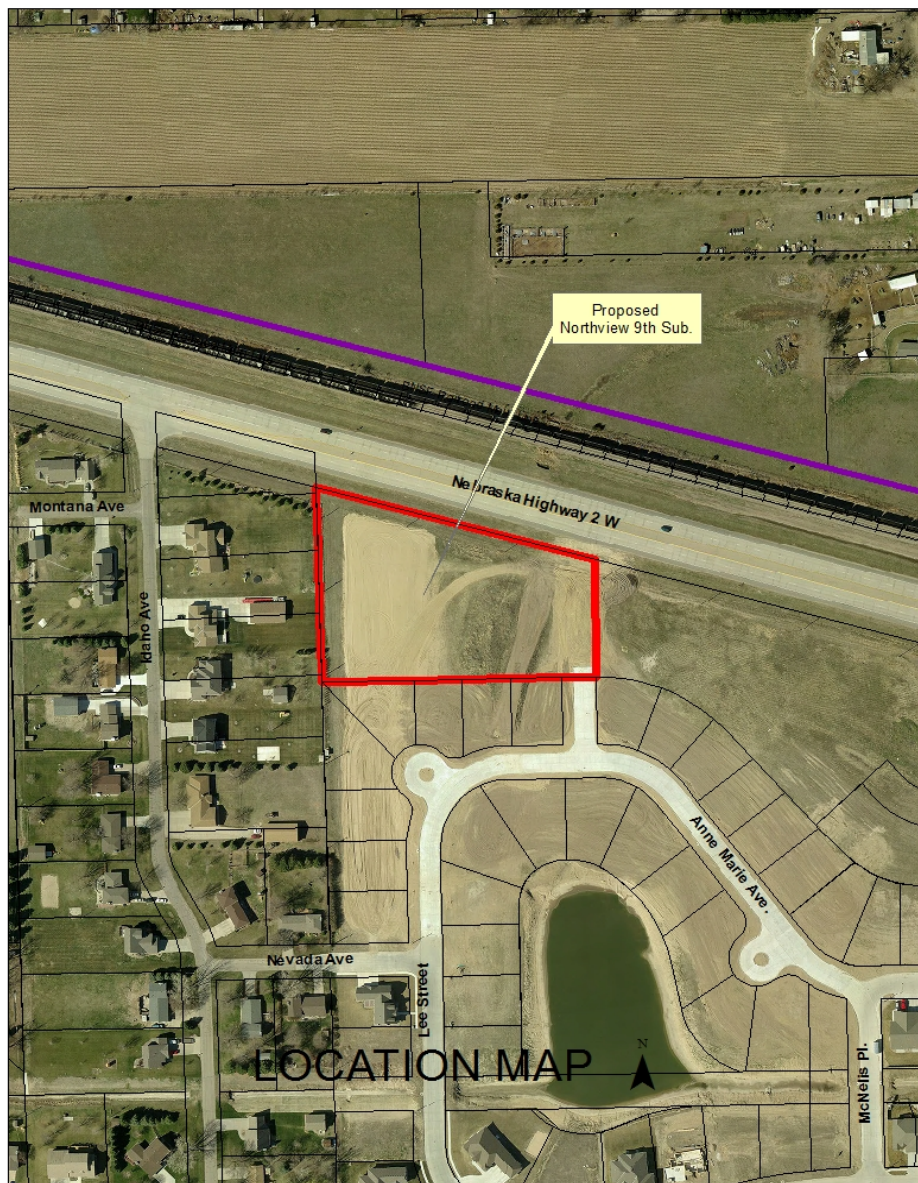
Size: 2.77 acres

Zoning: R1 - Suburban Residential

Road Access: City Roads

Water Public: City water is available

Sewer Public: City sewer is available



June 24, 2013

Dear Members of the Board:

RE: Preliminary & Final Plat – Northview Ninth Subdivision

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a preliminary and final plat of Northview Ninth Subdivision, located in the City of Grand Island, in Hall County Nebraska.

This final plat proposes to create 10 lots on a tract of land in part of the East Half of the Northeast Quarter (E1/2 NE1/4) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in the City of Grand Island Hall County, Nebraska, said tract containing 2.77 acres.

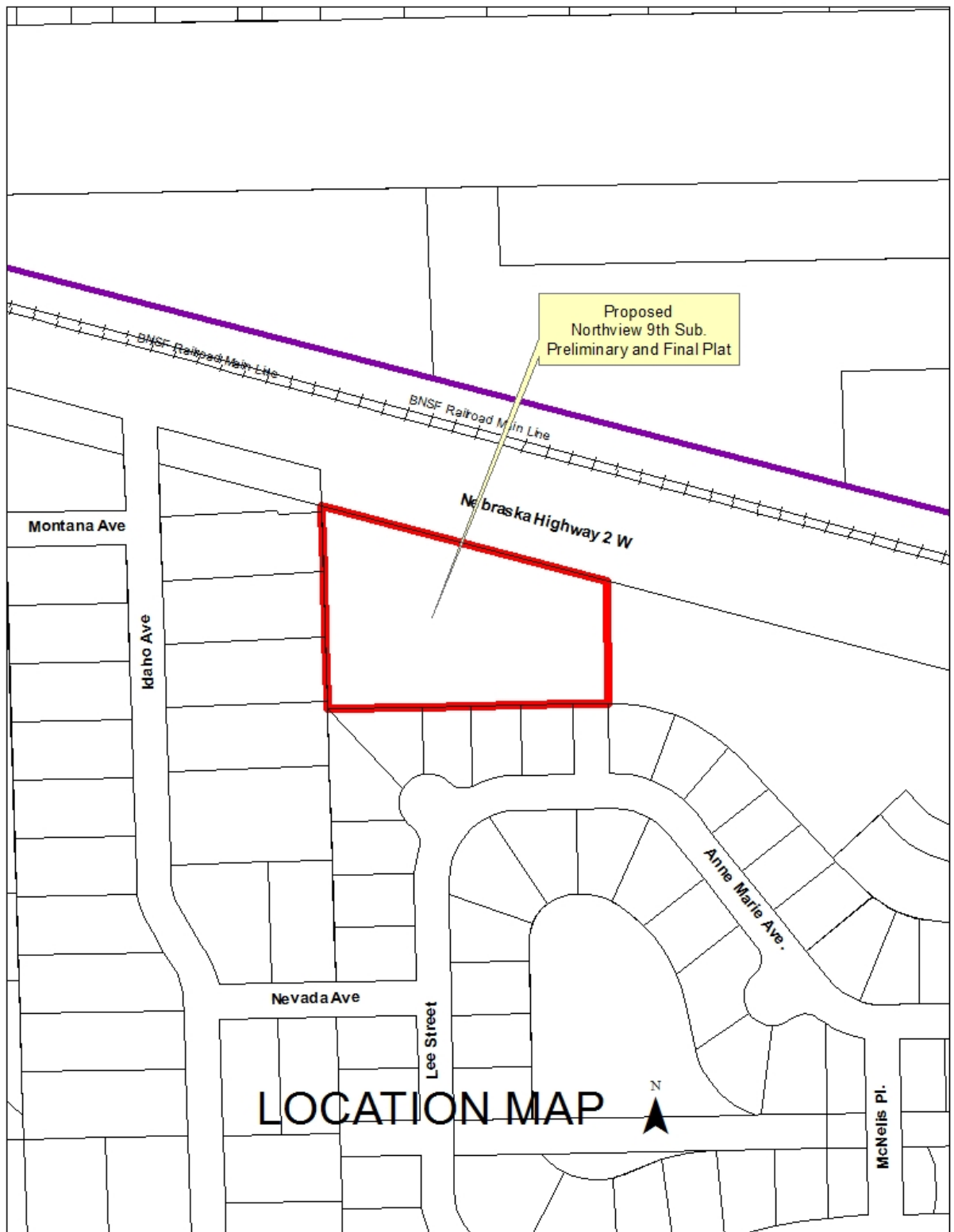
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on July 10, 2013 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

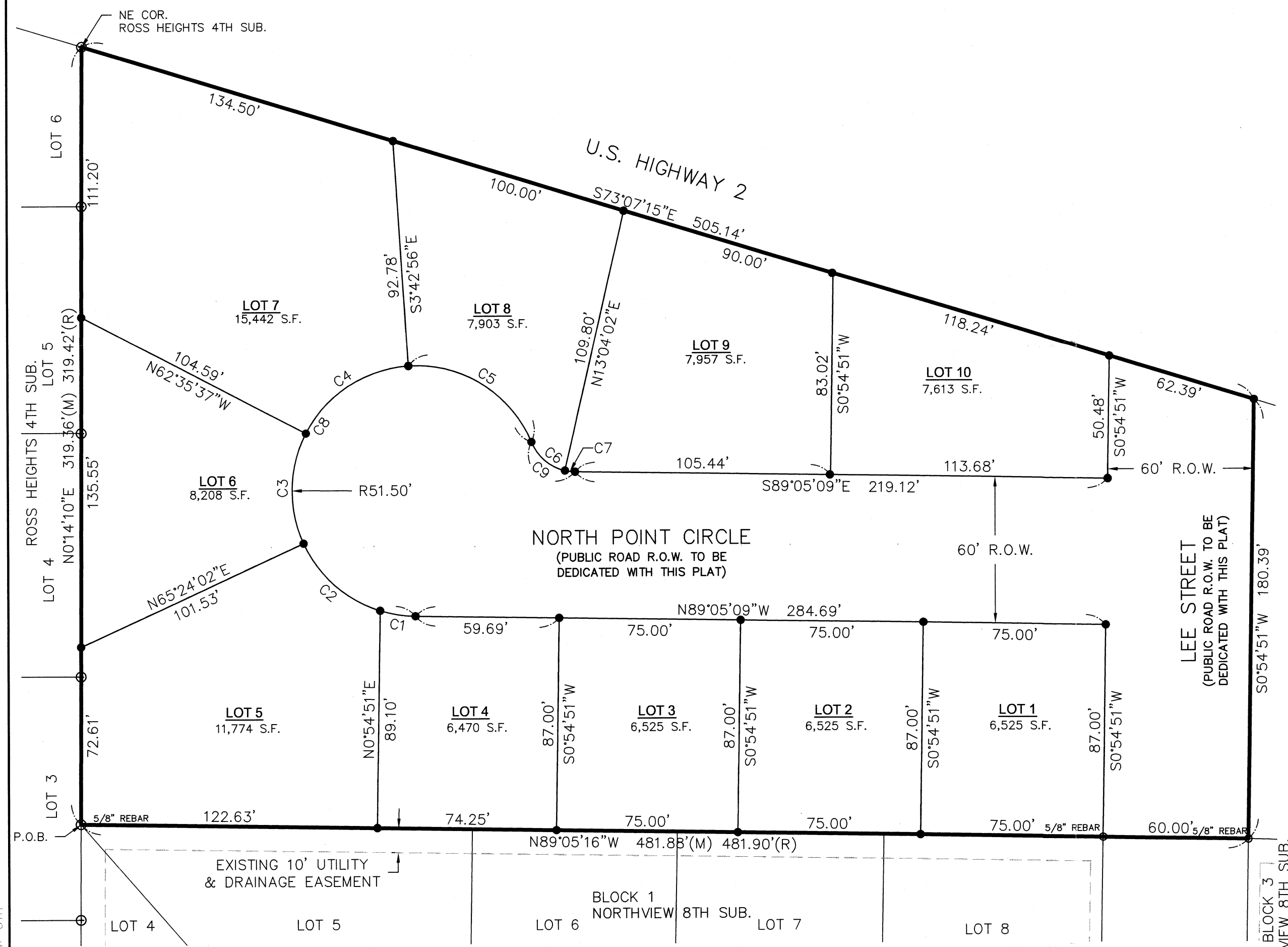
Chad Nabity, AICP
Planning Director

Cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities
Manager of Postal Operations
Olsson Associates

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.

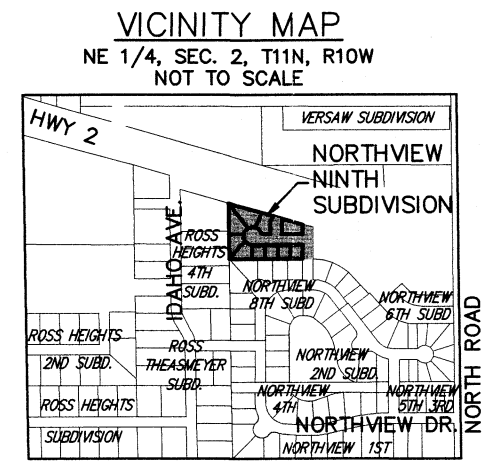


NORTHVIEW NINTH SUBDIVISION
IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT



CURVE TABLE					
CURVE #	DELTA	LENGTH	RADIUS	DIRECTION	CHORD
C1	16°25'10"	14.76'	51.50'	S80°52'34"E	14.71'
C2	48°04'01"	43.20'	51.50'	N48°37'59"W	41.95'
C3	52°00'21"	46.75'	51.50'	N1°24'12"E	45.16'
C4	58°52'20"	52.92'	51.50'	N56°50'33"E	50.62'
C5	71°08'41"	63.95'	51.50'	S58°08'56"E	59.92'
C6	54°23'14"	18.98'	20.00'	S49°46'13"E	18.28'
C7	12°07'19"	4.23'	20.00'	N83°01'30"W	4.22'
C8	246°30'33"	221.57'	51.50'	N34°10'07"E	86.13'
C9	66°30'33"	23.22'	20.00'	S55°49'53"E	21.93'

- LEGEND
- SET CORNER (5/8"x24" REBAR W/CAP)
 - ⊙ FOUND CORNER (1/2" IRON PIPE UNLESS NOTED)
 - M MEASURED DISTANCE
 - R RECORDED DISTANCE NORTHVIEW EIGHTH SUB.



LEGAL DESCRIPTION

A TRACT OF LAND IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER (E 1/2, NE 1/4) OF SECTION TWO (2), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHVIEW EIGHTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, SAID POINT ALSO BEING THE EAST LINE OF ROSS HEIGHTS FOURTH SUBDIVISION AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N 00°14'10"E ALONG THE EAST LINE OF ROSS HEIGHTS FOURTH SUBDIVISION A DISTANCE OF 319.36 FEET TO THE NORTHEAST CORNER OF SAID ROSS HEIGHTS FOURTH SUBDIVISION, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY (R.O.W.) OF U.S. HIGHWAY 2; THENCE S73°07'15"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 2 A DISTANCE OF 505.14 FEET; THENCE S00°54'51"W A DISTANCE OF 180.39 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3, NORTHVIEW EIGHTH SUBDIVISION; THENCE N89°05'16"W ALONG THE NORTH LINE OF SAID NORTHVIEW EIGHTH SUBDIVISION, A DISTANCE OF 481.90 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 120743.17 SQUARE FEET OR 2.77 ACRES MORE OR LESS OF WHICH 0.79 ACRES IS NEW DEDICATED ROAD ROW.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2, NE1/4) OF SECTION TWO (2), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT PINNACLE BANK, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "NORTHVIEW NINTH SUBDIVISION" IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2, NE1/4) OF SECTION TWO (2), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, THIS ____ DAY OF _____, 2013.

JARED WETOVICK, PRESIDENT - PINNACLE BANK BRANCH

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL SS

ON THIS ____ DAY OF _____, 2013, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JARED WETOVICK, PRESIDENT - PINNACLE BANK BRANCH, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

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

CHAIRMAN _____ DATE _____


APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2013.

MAYOR _____

CITY CLERK _____

OWNERS: PINNACLE BANK
SUBDIVIDER: PINNACLE BANK
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 10



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

PROJECT NO. 2013-1254

NORTHVIEW SURVEY

FB NORTHVIEW SUB.

RESOLUTION 2013-229

WHEREAS, P.O.G. Inc., being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as NORTHVIEW NINTH SUBDIVISION, to be laid out into 10 lots, a tract of land in part of the East Half of the Northeast Quarter (E ½ NE ¼) of Section Two (2), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-5

#2013-230 - Approving Certificate of Final Completion for City Hall HVAC System

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: July 23, 2013

Subject: Request from Honeywell Building Solutions for Final Payment for Modifications to City Hall HVAC System

Item #'s: G-5

Presenter(s): Craig Lewis, Building Department Director

Background

On July 24, 2012 the City Council approved a \$105,624.52 bid award to Honeywell Building Solutions for modification to the heating and air conditioning system at City Hall located at 100 East 1st. The replacement controls and vent dampers have been installed, the project is now complete and Honeywell is requesting a signature on an acceptance letter for the work completed.

Discussion

The project for the replacement of control systems and variable air vents to control the air flow for the heating and air conditioning system at City Hall has been completed and functioning appropriately with some minor continued adjustments. Approval of a certificate of completion and the resolution prepared will bring the project to a close.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution and certificate of completion.

Sample Motion

Move to approve the resolution and certificate of completion for the modifications to City Hall HVAC Systems.

Customer Acceptance Letter**Honeywell**

Customer Name: **CITY OF GRAND ISLAND**
 Customer Order#: **SIGNED AGREEMENT**
 Contact Name: **Craig Lewis**
 Address: **100 E 1ST ST**
GRAND ISLAND, NE, US
68801-6023

Job Number: **USB-001411**
 Job Name: **93222003/GRAND ISLAND CITY HALL**
DDC RETR

Honeywell has completed all work included as part of this Contract. Devices have been completely installed and have been checked to ensure proper operation. All known punch list items have been completed and accepted.

Honeywell warrants the Equipment & Labor furnished under our contract for a period of:

☒ One-Year ☐ Other _____, starting **Jul 01, 2013**

This equipment is defined as:

☐ All Items as outlined below -or- ☐ Specific Items as outlined below

(Define Equipment Here. Attach additional sheets as required)
New DDC Controls per contract documents

If portions of this Contract were previously placed under Warranty, those dates are still valid. This date is only for the equipment defined above.

If during the warranty period service becomes necessary, it will be performed during Honeywell's normal working hours (8:00 A.M. to 4:30 P.M., Monday through Friday)

Honeywell's Warranty and Limitation of Liability shall be in accordance with:

Customer Order No.: **SIGNED AGREEMENT** between the Customer and Honeywell dated
Jul 26, 2012

Notwithstanding the foregoing, Honeywell's Warranty does not include routine maintenance, e.g., equipment cleaning, mechanical parts or lubrication, pilot lamp replacement, operational testing, etc. It does not cover repair or replacement of equipment damaged by under- or over-voltage, misuse, lack of proper maintenance, or acts of God, e.g., lightning.

Upon signature of this document Honeywell's accounting department will be notified to issue the final invoice for this project. By signing this document you agree to pay Honeywell's final invoice in accordance with the contract terms.

Accepted By:

Date:

Owner or Contract Rep.

Honeywell Inc

Project Manager

Title

Title

Fax Routing Bar Code - To return this signed document, please Fax to one of the following numbers:
 (404) 982-2907, (404) 982-2975. **NOTES: (1) Never fax more than one letter at a time (2) Never fax Cover Page**



41748.49020.15911.56611

RESOLUTION 2013-230

WHEREAS, the City Building Department Director for the City of Grand Island has verified that modifications to the City Hall HVAC system identified in the Building systems agreement between Honeywell Building Solutions and the City of Grand Island signed on July 26, 2012, has been completed; and

WHEREAS, the City Building Department Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Building Department 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 the Project Modifications to City Hall HVAC system is hereby confirmed.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-6

#2013-231 - Approving Acquisition of Utility Easement - Part of Lot 1, Block 2 Ponderosa Lake Estates 4th Subdivision - K.C. & Deborah Hehnke

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-231

WHEREAS, a public utility easement is required by the City of Grand Island, from K.C. and Deborah Hehnke, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including water lines; and

WHEREAS, a public hearing was held on July 23, 2013, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The northerly twenty (20.0) feet of Lot One (1) Block Two (2) Ponderosa Lake Estates Fourth Subdivision.

The above-described easement and right-of-way containing 0.08 acres, more or less, as shown on the plat dated 2/15/2013, 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 K.C. and Deborah Hehnke, on the above-described tract of land.

- - -

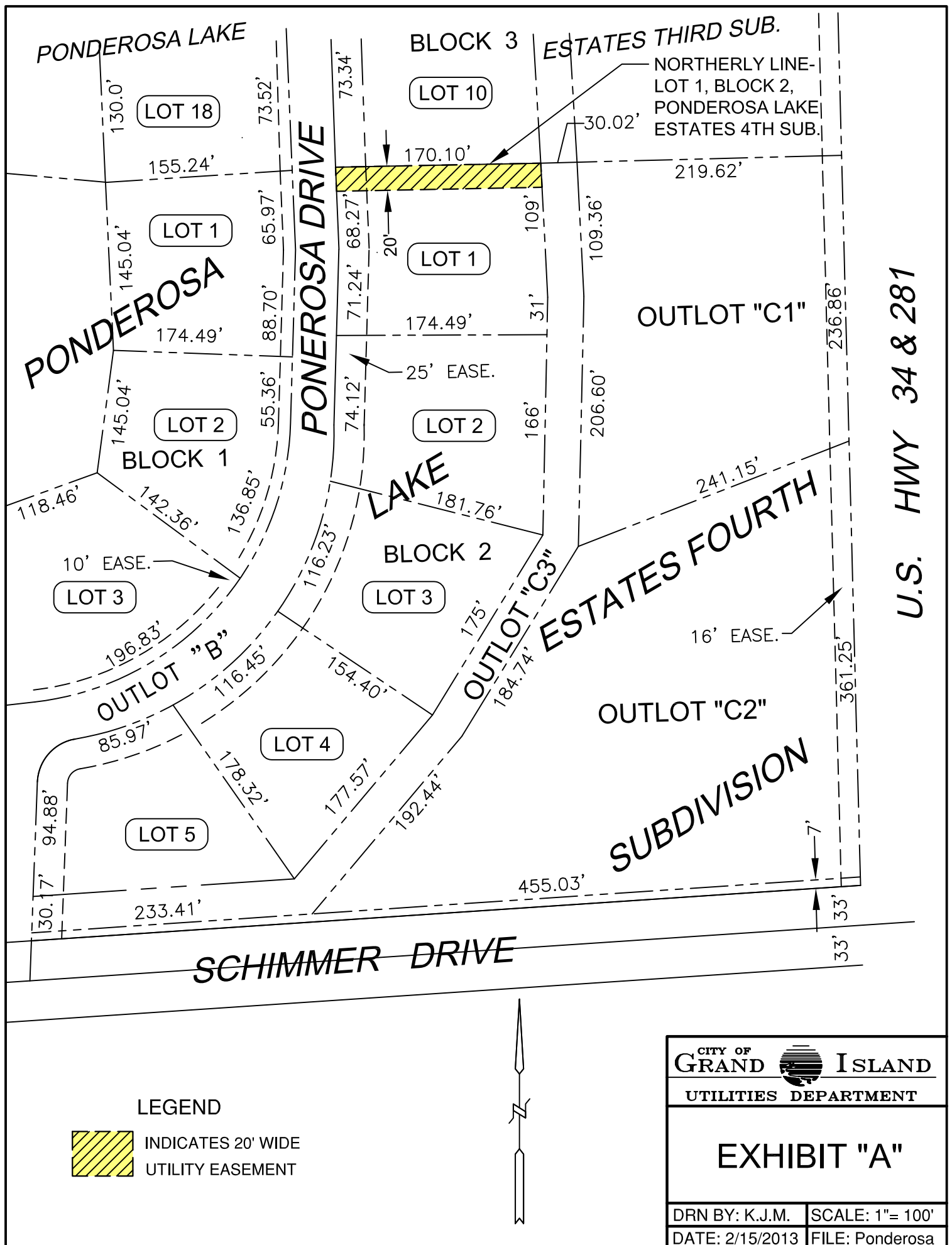
Adopted by the City Council of the City of Grand Island, Nebraska, July 23, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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





City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-7

#2013-232 - Approving Acquisition of Utility Easement - 807 West 4th Street - KERJAC, Inc.

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-232

WHEREAS, a public utility easement is required by the City of Grand Island, from KERJAC, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on July 23, 2013, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The southerly twenty (20.0) feet of the westerly twelve (12.0) feet of Lot Three (3); and the southerly twenty (20.0) feet of the easterly eight (8.0) feet of Lot Four (4), both of Block Eighteen (18), Rollins Addition to the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 400 square feet, more or less, as shown on the plat dated 7/10/2013, 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 KERJAC, Inc., on the above-described tract of land.

- - -

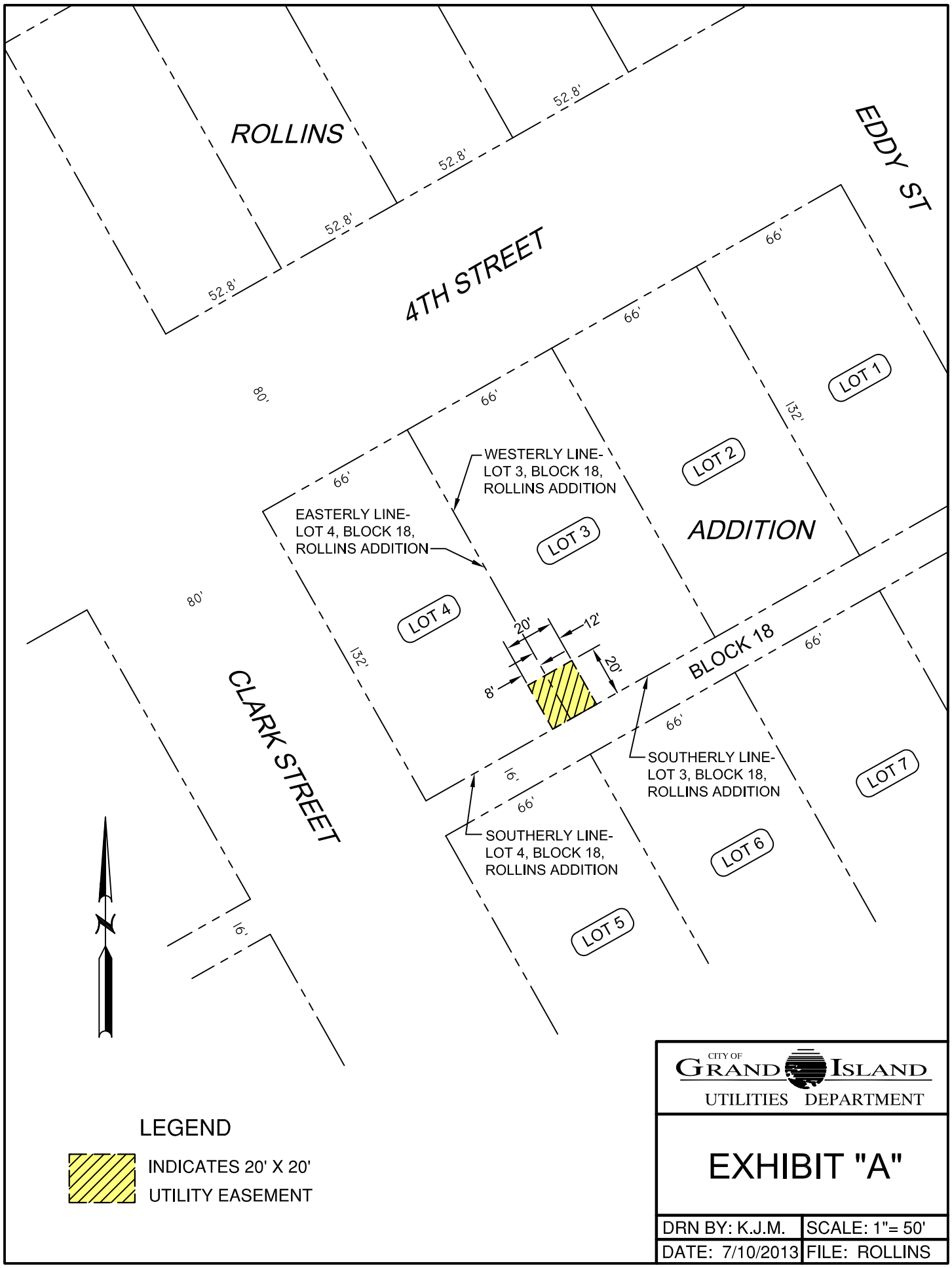
Adopted by the City Council of the City of Grand Island, Nebraska, July 23, 2013.

Jay Vavricek, Mayor


Attest:

RaNae Edwards, City Clerk

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



LEGEND

 INDICATES 20' X 20'
UTILITY EASEMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
<h2>EXHIBIT "A"</h2>	
DRN BY: K.J.M.	SCALE: 1"= 50'
DATE: 7/10/2013	FILE: ROLLINS



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-8

**#2013-233 - Approving Revision of Connection Fees for Water
Main District 398T - North Road between Potash and Stolley Park
Road and Setting Board of Equalization Date for August 13, 2013**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: July 23, 2013

Subject: Water Main District 398T –North Road between Potash Highway and Stolley Park Road Determining Revisions for Connection Fees

Item #'s: G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 398T was completed in March, 1992 and provided for the installation of a 20" diameter water main in North Road between Potash Highway and Stolley Park Road. The water main provides municipal water service to the adjacent properties and was an integral part of general improvements to the water system.

The work was done as a tap (connection fee) district. This is the standard method used by the City to recoup costs when water mains are installed along undeveloped lands, and the connection fees are due when a property "taps" the main for service.

Connection fees were based on the cost of an 8-inch diameter main, the minimum size necessary to serve the potable needs of properties adjacent to the main. Due to the configuration and various sizes of the tracts of land within the district's boundary, half of the fee was based on property right of way front footage and half on square footage for each tract.

Discussion

At the time of construction, two of the tracts of land within the district were owned by Green Line Equipment, Inc., being located at 3990 West Highway 30. The property consisting of Lot One (1) Westgate 4th Subdivision and an un-subdivided tract being part of the NW ¼ of the SW ¼, Section 24, Township 11 North, Range 10 West. Attached is a sketch showing the two parcels.

During the time Green Line Equipment owned and occupied the property, they remained on their private well, and no connection fee was due.

The two parcels have recently been sold to Chief Industries, Inc. They have re-platted the area as Lots 1 – 4, Chief/Westgate Subdivision, and are in the process of redeveloping the area as indicated on the attached subdivision plat.

This reconfiguration has three lots adjacent and one lot (Lot 4) not adjacent to the water line in North Road. Lot 4 will be served from the existing water main in Westgate Road, adjacent to the north side of Lot 4, which was installed as assessment District 420 in December, 1997, however, Lot 4 was not included in District 420 and will remain in District 398T.

To provide equity in repayment of connection fees due from District 398T, it is recommended that the Council reconvene as a Board of Equalization for Lots 1 – 4, Chief/Westgate Subdivision. The original connection fees were computed on ½ square footage and ½ front footage for each tract of land. The square foot cost is \$0.0315948 and the front foot cost is \$8.7037317, as follows.

Subdivision/Section	Lot	Square Footage	Front Footage	Square Foot Fee	Front Foot Fee	Total Fee
Westgate 4 th Subdivision	1	111,389.60	160.00	\$3,528.81	\$1,392.60	\$4,921.41
Pt. of the NW ¼, SW ¼, Sec. 24-11-10		444,194.00	795.90	\$14,034.22	\$6,927.30	\$20,961.52
TOTAL						\$25,882.93

It is recommended that the revised connection fee of \$25,882.93 be divided among the four lots on a square foot basis. This computes to \$0.0521667 per square foot and provides equity for the properties, as now re-subdivided and currently owned by Chief Industries.

Subdivision/Section	Lot	Square Footage	Total Fee
Chief/Westgate Subdivision	1	69,941.03	\$3,648.59
Chief/Westgate Subdivision	2	168,671.06	\$8,799.02
Chief/Westgate Subdivision	3	136,916.92	\$7,142.51
Chief/Westgate Subdivision	4	120,628.73	\$6,292.81
TOTAL			\$25,882.93

The difference in the total square footage between the Green Line ownership and the Chief Industries ownership is due to additional right-of-way being dedicated for North Road with the platting of Chief/Westgate Subdivision.

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 reconvene as a Board of Equalization on August 13, 2013, for Lots 1, 2, 3, and 4, Chief/Westgate Subdivision (Water Main District 398T), and re-establish connection fees for those properties.

Sample Motion

Move to reconvene as a Board of Equalization on August 13, 2013 to re-establish connection fees for Lots 1, 2, 3, and 4, Chief/Westgate Subdivision in Water Main District 398T.



Water Main District 398T

Connection fees based on 1/2 SF + 1/2 FF
 Connection Fee per SQ Ft = \$0.0315948
 Connection Fee per FF = \$8.7037317

3/16/1992

<u>Subdivision / Section</u>	<u>Lot</u>	<u>SQ FT</u>	<u>FF</u>	<u>SQ FT Fee</u>	<u>FF Fee</u>	<u>Total Conn. Fee \$</u>
Westgate 4th Subdivision	1	111,689.60	160.00	\$3,528.81	\$1,392.60	\$4,921.41
Pt NW 1/4, SW 1/4, Sec. 24-11-10		<u>444,194.00</u>	795.90	\$14,034.22	\$6,927.30	<u>\$20,961.52</u>
		555,883.60 *				

\$25,882.93

Connection recalculated per re-subdivided lots:

		<u>SQ FT</u>	<u>Total Conn. Fee \$</u>
Chief / Westgate Subdivision	1	69,941.03	\$3,648.59
Chief / Westgate Subdivision	2	168,671.06	\$8,799.02
Chief / Westgate Subdivision	3	136,916.92	\$7,142.51
Chief / Westgate Subdivision	4	<u>120,628.73</u>	<u>\$6,292.81</u>
		496,157.74 *	\$25,882.93

Connection fee per SQ FT = \$0.0521667

* Difference in square footage due to additional r-o-w being dedicated for North Road as indicated on plat of Chief/Westgate Subdivision.



RESOLUTION 2013-233

WHEREAS, Water Main District 398T was completed in March 1992 and provided for the installation of a 20" diameter water main in North Road between Potash Highway and Stolley Park Road; and

WHEREAS, the work was done as a tap (connection fee) district, the standard method used by the City to recoup costs when water mains are installed along undeveloped lands; and

WHEREAS, at the time of construction, two of the tracts of land within the district were owned by Green Line Equipment, Inc.; the property consisting of Lot One (1) Westgate 4th Subdivision and an un-subdivided tract being part of the NW ¼ of the SW ¼, Section 24, Township 11 North, Range 10 West; and

WHEREAS, the two parcels have recently been sold to Chief Industries, Inc., and they have re-platted the area as Lots 1 – 4, Chief/Westgate Subdivision, and are in the process of redeveloping the area; and

WHEREAS, to provide equity in repayment of connection fees due from Water Main District 398T, it is recommended that the Council reconvene as a Board of Equalization for Lots 1 – 4, Chief/Westgate Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council will sit as a Board of Equalization on August 13, 2013, to re-establish connection fees for Water Main District No. 398T.

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-9

#2013-234 - Approving Southwest Power Pool (SPP) Confidentiality Agreement

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: July 23, 2013

Subject: Southwest Power Pool Confidentiality Agreement

Item #'s: G-9

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Electric Department maintains a 115,000 volt transmission loop including distribution substations and several transmission connections with the regional grid. The regional grid is part of a much larger area operated by the Southwest Power Pool (SPP) based in Little Rock, Arkansas. Grand Island has recently become a customer of SPP and continues to become more involved with SPP as markets change.

Discussion

In a post-911 world, security of sensitive documentation has become increasingly more important. Customers of SPP share sensitive information with other utilities for transmission planning purposes. This information is known to SPP as Critical Energy Infrastructure Information (CEII). In an effort to maintain the security of this information, SPP is requiring a Non-Disclosure Agreement to be signed by all participating utilities. A copy of the Confidential Agreement will be furnished to Council under separate cover.

Alternatives

It appears that the Council that 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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends the SPP Confidentiality Agreement be approved and signed to allow access to SPP transmission related material.

Sample Motion

Move to approve the SPP Confidentiality Agreement to allow access to SPP transmission related material.

RESOLUTION 2013-234

WHEREAS, electric generation plants are connected to a national electric transmission grid for the distribution of electricity to users; and

WHEREAS, the regional grid that Grand Island is located in is the Southwest Power Pool (SPP), and security of sensitive documentation has become increasingly important in a post 9-11 world; and

WHEREAS, customers of SPP share sensitive information with other utilities for transmission planning purposes, known as Critical Energy Infrastructure Information (CEII) ; and

WHEREAS, in an effort to maintain the security of this information, SPP is requiring a Non-Disclosure Agreement to be signed by all participating utilities; and

WHEREAS, Utilities Department and Legal staff have reviewed the agreement and recommend that it be executed by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the Southwest Power Pool Confidentiality Agreement is hereby approved, and the Utilities Director is authorized to sign the agreement on behalf of the City of Grand Island.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-10

#2013-236 - Approving Acquisition of Public Utility Easement for the North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4 (Hall County)

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

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

RESOLUTION 2013-236

WHEREAS, a public utility easement is required by the City of Grand Island, from Hall County for the North Interceptor Phase II, Part B; Project No. 2013-S-4, Hall County, Nebraska and more particularly described as follows:

A tract of land 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 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, 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 714.80 FEET; THENCE N00°09'22"W A DISTANCE OF 204.32 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 11°20'13, A ARC LENGTH OF 198.21 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S11°05'44"E FOR A DISTANCE OF 197.89 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S42°48'34"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 41.03 FEET; THENCE S89°50'38"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 724.16 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 19,296 SQUARE FEET OR 0.44 ACRES MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public utility easement on the above described tract of land, in the amount of \$5,000.00.

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-11

#2013-235 - Approving Acquisition of Public Right-of-Way for the North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4 (Hall County)

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

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

RESOLUTION 2013-235

WHEREAS, public right-of-way is required by the City of Grand Island, from Hall County, for the North Interceptor Phase II, Part B; Project No. 2013-S-4, Hall County, Nebraska:

A tract of land 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, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 724.16 FEET; THENCE N42°48'34"E A DISTANCE OF 41.03 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 02°44'27", A ARC LENGTH OF 47.92 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S04°03'24"E FOR A DISTANCE OF 47.91 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S44°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 34.26 FEET; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 730.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 31,872 SQUARE FEET OR 0.73 ACRES MORE OR LESS.

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 acquisition of public right-of-way on the above described tract of land, in the amount of \$32,000.00.

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

- - -

Approved as to Form July 22, 2013	by _____ 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



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:

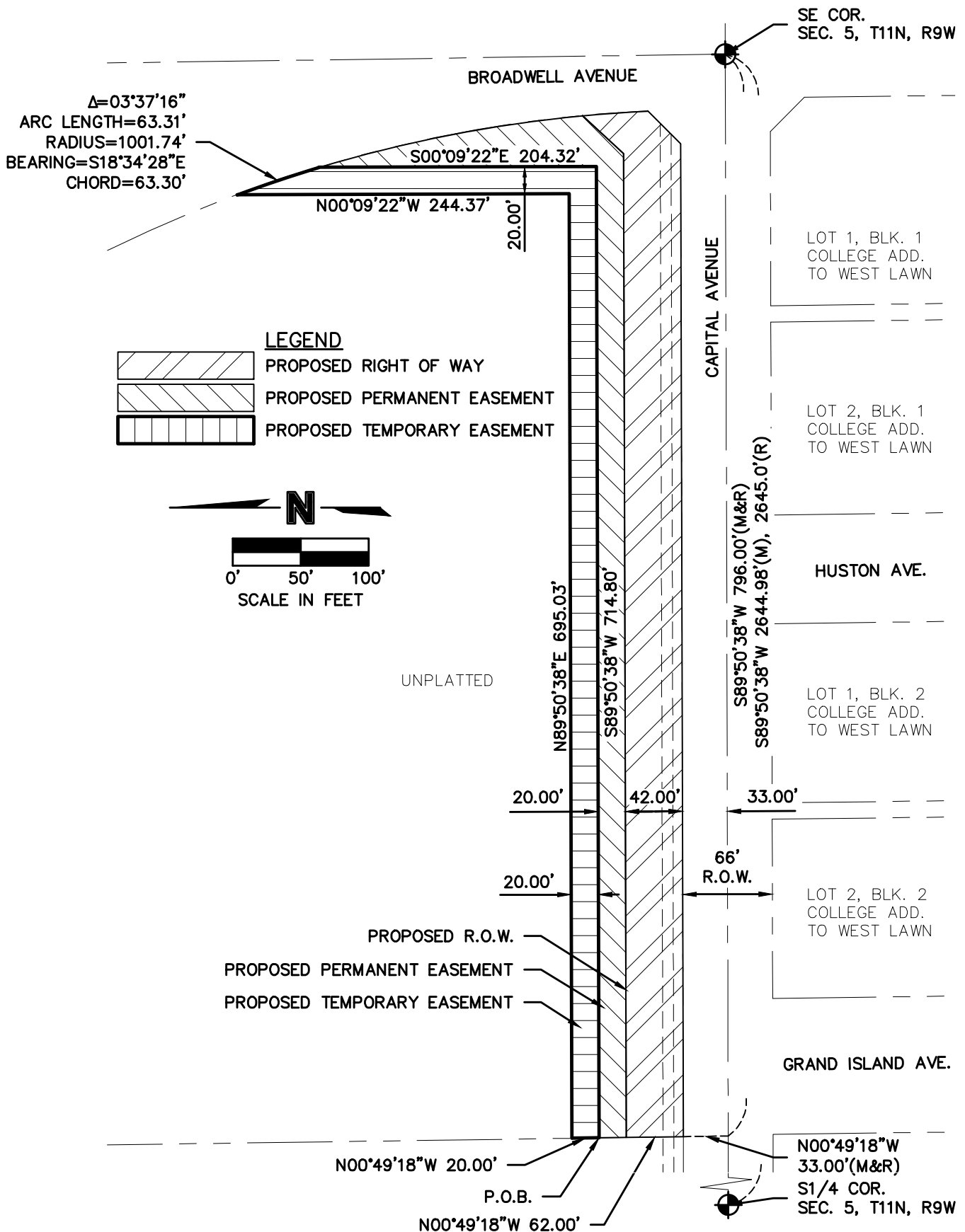
Marla Conley
Hall County Clerk

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 July 22, 2013	<input type="checkbox"/> _____ 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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-13

**#2013-238 - Approving Bid Award for Downtown Parking Lot
Pavement Patching & Crack Repair; Project No. 2013-PL-1**

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

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: July 23, 2013

Subject: Approving Bid Award for Downtown Parking Lot
Pavement Patching & Crack Repair; Project No. 2013-
PL-1

Item #'s: G-13

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

Background

On July 11, 2013 the Engineering Division of the Public Works Department advertised for bids for Downtown Parking Lot Pavement Patching & Crack Repair; Project No. 2013-PL-1. There were 4 (four) potential bidders for the project.

This project will address pavement in the Chamber Lot (north side of Second Street, east side of Walnut Street); Nathan Lot (south side of South Front Street, east side of Pine Street); and the Dodge Lot (between First Street and Division Street, from Walnut Street to Wheeler Avenue).

Discussion

One (1) bid was received and opened on July 17, 2013. The bid was submitted in compliance with the contract, plans, and specifications. A summary of the bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid</i>
J.I.L. Asphalt Paving Co. of Grand Island, NE	None	\$30,844.00

The unit prices in the Engineer's Estimate for the items "Asphalt Pavement Removal for Patching, Partial Depth" and "Asphalt Pavement Removal for Patching, Full Depth" were based on unit prices from work performed in 2012 on repair areas from a single lot. The work under the 2013-PL-1 contract has more numerous, smaller, and irregular shaped repair areas, resulting in losses in productivity. Also, the work under the 2013-PL-1

contract will occur in three lots and has comparatively higher traffic control and mobilization costs.

A recent increase in construction activity nationally is considered as another cause for bid prices being higher than anticipated.

The work under the 2013-PL-1 contract consists of repair of potholes that are currently a hazard for motorists and pedestrians. If the planned repair work is delayed, more severe pavement damage and greater repair costs are likely to occur. It is unlikely that re-advertising the project will result in lower bids; therefore Public Works Administration recommends that the contract be awarded to the sole bidder.

There are sufficient funds in Account No. 27010001-85213 to fund this project.

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 awarding a contract to J.I.L. Asphalt Paving Co. of Grand Island, Nebraska in the amount of \$30,844.00 for the Downtown Parking Lot Pavement Patching & Crack Repair; Project No. 2013-PL-1.

Sample Motion

Motion to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 17, 2013 at 2:00 p.m.

FOR: Downtown Parking Lot Pavement Patching & Crack Repair
Project No. 2013-PL-1

DEPARTMENT: Public Works

ESTIMATE: \$23,800.00

FUND/ACCOUNT: 27010001-85213

PUBLICATION DATE: July 11, 2013

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: J.I.L. Asphalt Paving Co.
Grand Island, NE

Bid Security: Granite RE, Inc.

Exceptions: None

Bid Price: \$30,844.00

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Terry Brown, PW Engineer

P1662

RESOLUTION 2013-238

WHEREAS, the City of Grand Island invited sealed bids for Downtown Parking Lot Pavement Patching & Crack Repair; Project No. 2013-PL-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on July 17, 2013 bids were received, opened, and reviewed; and

WHEREAS, J.I.L. Asphalt Paving Co. 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 \$30,844.00; and

WHEREAS, funds are available in the Fiscal Year 2012/2013 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of J.I.L. Asphalt Paving Co. of Grand Island, Nebraska in the amount of \$30,844.00 for Downtown Parking Lot Pavement Patching & Crack Repair; Project No. 2013-PL-1 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-14

#2013-239 - Approving Use of Land Owned by the City of Grand Island for Facilities to be Constructed on the Capital Avenue-Webb Road to Broadwell Avenue Widening Project and North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4

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

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: July 23, 2013

Subject: Approving Use of Land Owned by the City of Grand Island for Facilities to be Constructed on the Capital Avenue - Webb Road to Broadwell Avenue Project and North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4

Item #'s: G-14

Presenter(s): John Collins, Public Works Director

Background

The City and the Nebraska Department of Roads (NDOR) entered into an agreement, which was executed by the City on May 24, 2011 by Resolution No. 2011-124, which specified various duties and funding responsibilities for the Capital Avenue – Webb Road to Broadwell Avenue project. The agreement required that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

This project will consist of removal of the existing 24 foot wide asphalt roadway and construction of new concrete pavement on Capital Avenue from Webb Road through Broadwell Avenue. The new roadway will consist of five lane curbed concrete pavement. Other improvements include construction of sidewalks and a concrete hike/bike trail, updated street lighting, and construction of new storm sewer. A pedestrian signal will be constructed approximately 1000 feet east of Webb Road to provide for safe crossing for users of the hike/bike trail.

The project requires relocation of the overhead electric transmission line on the north side of Capital Avenue. Acquisition of right-of-way and a utility easement is required. This project will be coordinated with new sanitary sewer to be constructed under the North Interceptor project. This area will be utilized by the sanitary sewer also.

Discussion

As per guidance from the Nebraska Department of Roads, a critical component of any federal aid public transportation project is the land rights needed to facilitate the construction, operation and maintenance of the project in accordance with Federal Highway Administration 23 Code of Federal Regulations 1.23(a), which states “Interest

to be acquired. The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project.” These rights ensure that the facility that is developed with Federal Transportation funds has a legal right to exist and cannot be displaced by a competing land use, and a return on the investment will be realized.

Property that is currently owned by the City of Grand Island that was initially purchased for a purpose other than for pedestrian, drainage and utility facilities cannot be readily used for this project, without execution of the Declaration of Use document. The purpose or use consistent with the requirements of the project need to be established and of record by execution of a “Declaration as to Use” resolution. The duration the declaration is to be in effect is a minimum of 25 years from completion of construction.

Once approved, a copy of the “Declaration as to Use” resolution must be placed on file at the Register of Deeds office.

Approval of Environmental Documents was received on April 22, 2013. Completion of design and approval for utility relocation is scheduled to occur this fall. Relocation of utilities is planned to occur in 2014. Roadway construction is planned to occur in 2015.

Alternatives

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

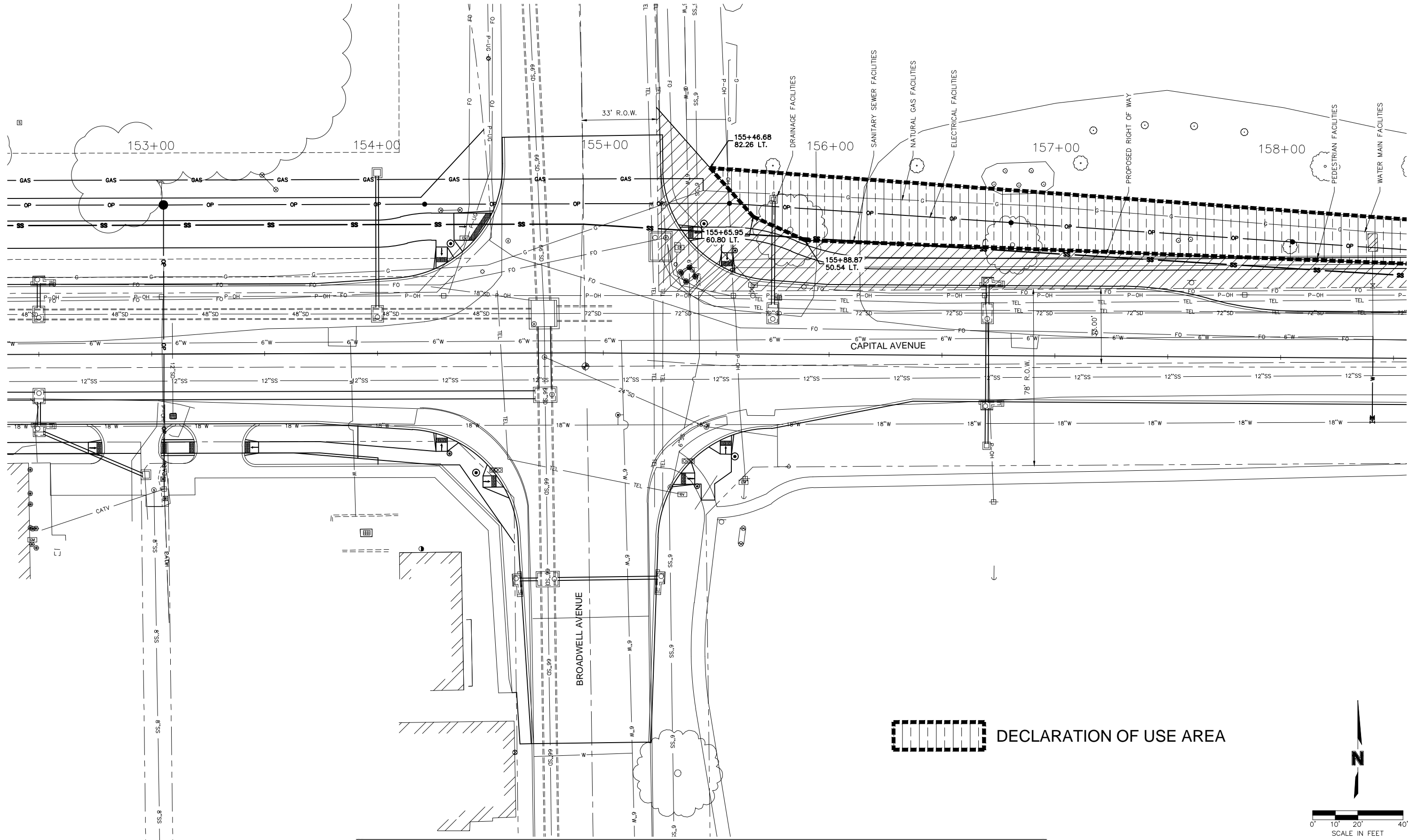
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

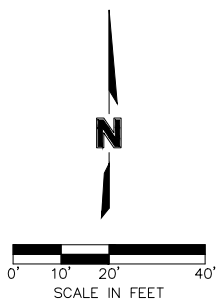
City Administration recommends that the Council approve the use of a portion of land owned by the City of Grand Island for facilities to be constructed on the Capital Avenue - Webb Road to Broadwell Avenue Project.

Sample Motion

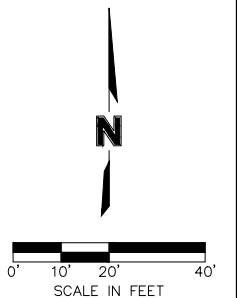
Move to approve the agreement.



DECLARATION OF USE AREA



DWG: z:\Temp\AcPublish_5184\0112414_ASHLEY DOU.dwg
DATE: Jul 12, 2013 10:01am
USER: zloomis
0112414_TB 0112414_ROW-Before Sun
0112414_xbase



GRAND ISLAND, NEBRASKA

RESOLUTION NO. 2013-239

DECLARATION AS TO USE

WHEREAS; the City of Grand Island is the owner of a portion of the Southwest Quarter of Section 4, Township 11 North, Range 9 West of the Sixth Principal Meridian, Hall County, Nebraska, and

WHEREAS; said portion of the Southwest Quarter of Section 4, Township 11 North, Range 9 West of the Sixth Principal Meridian, Hall County, Nebraska, is now being occupied by the pedestrian facilities, drainage facilities, and utility facilities, and

WHEREAS; The City of Grand Island hereby wishes to construct, operate, and maintain pedestrian facilities, drainage facilities, and utility facilities across a portion of said property, and

WHEREAS; The pedestrian facilities, drainage facilities, and utility facilities are to be constructed as part of Nebraska Department of Roads project URB-5436(5), Control Number 42707, and identified as Capital Avenue Paving Improvements, and

WHEREAS; To comply with Federal Highway Administration 23 CFR 1.23(a) – “Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project”; It is necessary for the City of Grand Island to declare that a portion of said property shall be used for the construction, operation, and maintenance of pedestrian facilities, drainage facilities, and utility facilities for a period of no less than twenty five years from the completion of its construction, and

NOW THEREFORE, BE IT RESOLVED; that the Mayor and City Council of the City of Grand Island, Nebraska, hereby approves the use of a portion of said land owned by the City of Grand Island for the construction, operation, and maintenance of pedestrian facilities, drainage facilities, and utility facilities as shown on attached Exhibit “A”, and as aligned in project plans and specifications for Nebraska Department of Roads project URB-5436(5), Control Number 42707, and identified as Capital Avenue Paving Improvements, for a period of no less than twenty five years from the completion of its construction.

Passed and approved this 23 day of July, 2013.

Approved as to Form	<input type="checkbox"/> _____
July 22, 2013	<input type="checkbox"/> City Attorney

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-15

#2013-240 - Approving Dedication of Street Right-of-Way for the Capital Avenue - Webb Road to Broadwell Avenue Widening Project (Ashley Park - City of Grand Island)

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

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

RESOLUTION 2013-240

WHEREAS, current park property is being dedicated by the City of Grand Island as street right-of-way to accommodate a widened roadway along Capital Avenue from Webb Road to Broadwell Avenue, described as follows:

A TRACT OF LAND CONSISTING OF PART OF A UNPLATTED TRACT LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 4, 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 SOUTHWEST CORNER OF SAID SW ¼; THENCE ON AN ASSUMED BEARING OF N89°41'00"E ALONG THE SOUTH LINE OF SAID SW ¼ A DISTANCE OF 33.00 FEET; THENCE ALONG A LINE BEING 33.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SW ¼, N00°48'52"W A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF BROADWELL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°48'52"W ALONG SAID WEST R.O.W. LINE A DISTANCE OF 81.55 FEET; THENCE S41°32'25"E A DISTANCE OF 64.67 FEET; THENCE S65°29'35"E A DISTANCE OF 25.11 FEET; THENCE S87°45'41"E A DISTANCE OF 501.55 FEET TO A POINT ON THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°41'00"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 565.75 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 8,642 SQUARE FEET OR 0.20 ACRES MORE OR LESS.

WHEREAS, such dedication of street 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 dedicate said street right-of-way on the above described tract of land.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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

SURVEY RECORD

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

SECTION CORNER TIES

SW COR. SEC. 4, T11N, R9W
FOUND ALUMINUM CAP

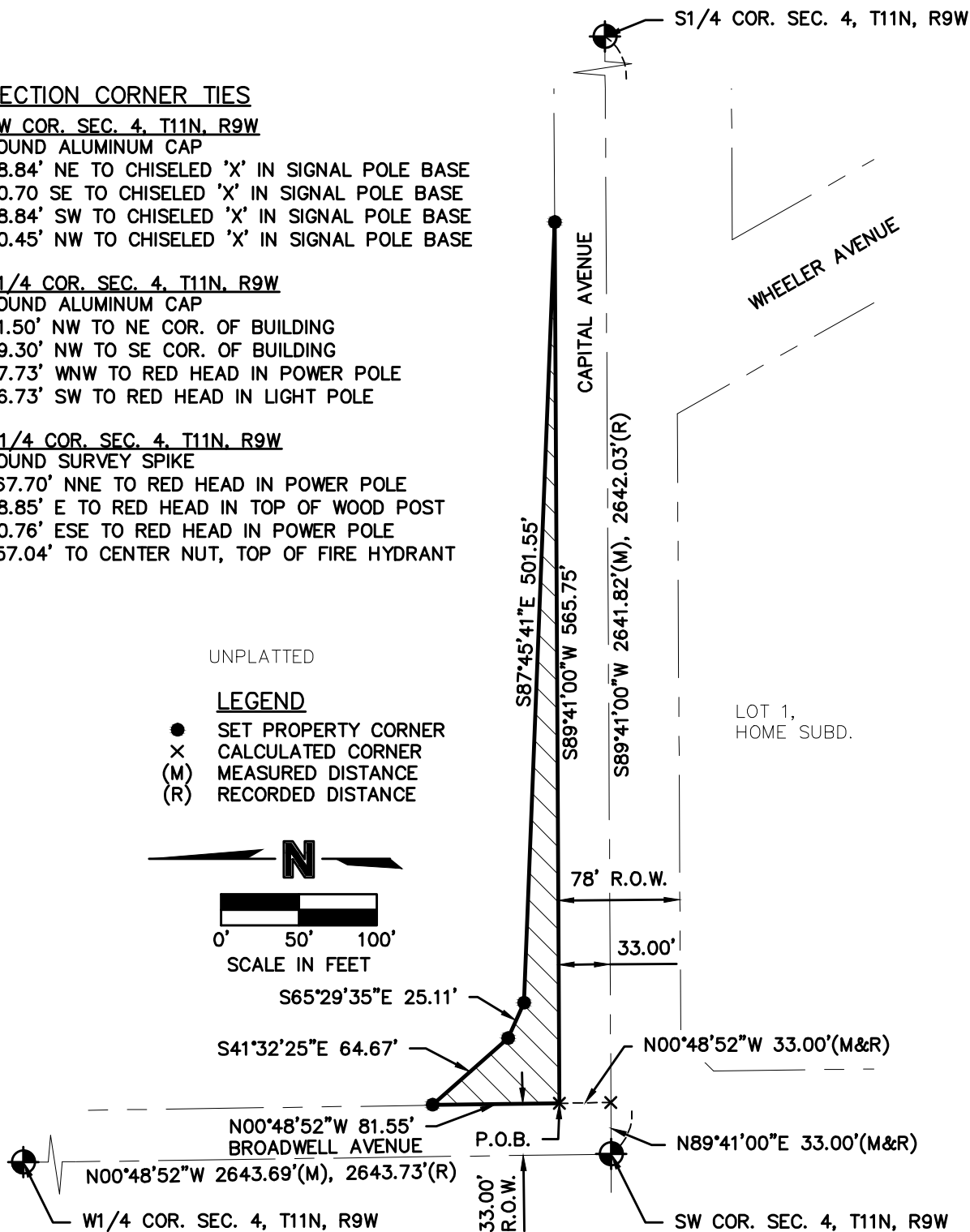
58.84' NE TO CHISELED 'X' IN SIGNAL POLE BASE
60.70 SE TO CHISELED 'X' IN SIGNAL POLE BASE
58.84' SW TO CHISELED 'X' IN SIGNAL POLE BASE
60.45' NW TO CHISELED 'X' IN SIGNAL POLE BASE

S1/4 COR. SEC. 4, T11N, R9W
FOUND ALUMINUM CAP

81.50' NW TO NE COR. OF BUILDING
59.30' NW TO SE COR. OF BUILDING
67.73' WNW TO RED HEAD IN POWER POLE
76.73' SW TO RED HEAD IN LIGHT POLE

W1/4 COR. SEC. 4, T11N, R9W
FOUND SURVEY SPIKE

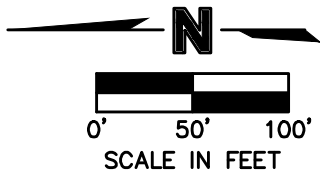
167.70' NNE TO RED HEAD IN POWER POLE
48.85' E TO RED HEAD IN TOP OF WOOD POST
40.76' ESE TO RED HEAD IN POWER POLE
157.04' TO CENTER NUT, TOP OF FIRE HYDRANT



UNPLATTED

LEGEND

- SET PROPERTY CORNER
- X CALCULATED CORNER
- (M) MEASURED DISTANCE
- (R) RECORDED DISTANCE



LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF A UNPLATTED TRACT LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 4, 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 SOUTHWEST CORNER OF SAID SW1/4; THENCE ON AN ASSUMED BEARING OF N89°41'00"E ALONG THE SOUTH LINE OF SAID SW1/4 A DISTANCE OF 33.00 FEET; THENCE ALONG A LINE BEING 33.00' EAST OF AND PARALLEL TO THE WEST LINE OF SAID SW1/4, N00°48'52"W A DISTANCE OF 33.00 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF CAPITAL AVENUE AND THE EAST R.O.W. LINE OF BROADWELL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°48'52"W ALONG SAID WEST R.O.W. LINE A DISTANCE OF 81.55 FEET; THENCE S41°32'25"E A DISTANCE OF 64.67 FEET; THENCE S65°29'35"E A DISTANCE OF 25.11 FEET; THENCE S87°45'41"E A DISTANCE OF 501.55 FEET TO A POINT ON THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S89°41'00"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 565.75 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 8,642 SQUARE FEET OR 0.20 ACRES MORE OR LESS.

JAI JASON ANDRIST, NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

DATE

MOLSSON
ASSOCIATES

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-16

#2013-241 - Approving Change Order No. 1 for 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: July 23, 2013

Subject: Approving Change Order No. 1 for 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3

Item #'s: G-16

Presenter(s): John Collins, Public Works Director

Background

On October 4, 2012 the Engineering Division of the Public Works Department advertised for bids for the 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3.

The completed project provides a new sewer line added along the south side of 5th Street from Eddy Street to the Vine Street. The sewer line size will be a twenty-one (21) inch line with an approximate length of thirty seven hundred (3,700) feet.

The existing 15-inch vitrified clay sewer line that is located in the alley between 4th Street and 5th Street from Eddy Street to Vine Street will be rehabilitated with a combination of spot repairs and the installation of a Cured In Place Pipe (CIPP) liner.

On August 28, 2012, Resolution 2012-360 awarded Project 2012-S-3, 5th Street Sanitary Sewer Improvements to Van Kirk Brothers Contracting of Sutton, Nebraska, in the amount of \$1,734,105.93.

Community Development Block Grant has allocated revitalization funds to a portion of the project in the amount of \$499,638.70.

Discussion

Change Order No. 1-1

Revealed by: Contractor

Initiated by: Engineer

Recommendation by: Wastewater Staff

The project, being in a matured residential area has not advanced as expected due to variety of reasons. The primary reason(s) being dry soil conditions adding more construction effort in removals and replacements, significant utility crossings (natural gas, potable water and storm sewer), diligence maintaining homeowner's services and minimizing traffic impacts. The contractor will not meet the current contracted calendar days. Change Order No. 1 is a no cost change order requesting the construction calendar days be expanded by:

Section A; 5th street gravity sewer construction, forty-five (45) days.

Original contract completion date: August 15, 2013
Proposed contract completion date: September 30, 2013

Section B; Rehabilitation sewer between 4th and 5th street, thirty-one (31) days.

Original contract completion date: June 30, 2013
Proposed contract completion date: July 31, 2013

TOTAL COST FOR CO1-1	\$	0.00
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TOTAL SUMMARY OF COSTS	\$	0.00
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Wastewater staff and the consulting engineer, Olsson Associates, have reviewed the changed condition(s) and believe such changes will bring benefit to the overall finished product.

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 authorization to proceed with additional construction calendar days described in Change Order No. 1 with Van Kirk Brothers of Sutton, Nebraska.

Sample Motion

Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute a Change Order No. 1 with Van Kirk Brothers of Sutton, Nebraska.

VAN KIRK BROS. CONTRACTING

VAN KIRK SAND & GRAVEL, INC.

1200 West Ash, PO Box 585

Sutton, NE 68979

PHONE (402) 773-5250

FAX (402) 773-5480

vkbro@vkbros.net

July 12, 2013

Fred Tustin
Project Manager
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802-1968

RE: 5TH Street Sanitary Sewer Improvements
Grand Island, NE

Dear Mr. Tustin,

Van Kirk Brothers Contracting would respectfully request an extension of calendar days for the individual sections in the construction of 5th street gravity sewer (Section A), and the rehabilitation of gravity sewer between 4th and 5th street (Section B).

Section A; 5th street gravity sewer construction we are requesting forty-five (45) days.

Original contract completion date:	August 15, 2013
Proposed contract completion date:	September 30, 2013

The project by nature is a deep bury gravity sewer within established neighborhoods in which unfolds complexities we are continuing to endure, and surmount as the construction progresses.

To complete the seeding, concrete sealing, and final area(s) cleanup by the new proposed completion date we are highly hopeful weather will not hinder the progress of these activities.

Section B; Rehabilitation of gravity sewer between 4th and 5th street we are requesting thirty-one (31) days.

Original contract completion date:	June 30, 2013
Proposed contract completion date:	July 31, 2013

The projects Cured-In-Place Pipe (CIPP) liner installation is substantially complete. The individual services tap connection(s), in which detail high installation time are our primary reason for the calendar day extension request.

Van Kirk's project team is committed to safety, and in minimizing impacts to schedule, costs, traffic, and the cities customer's services, and in doing such has impacted the project acceleration.

Please let myself or Jim Van Kirk know if you have any questions or comments.

Sincerely,
Van Kirk Brothers Contracting

A handwritten signature in black ink, appearing to read "Jamie Simmerman", with a long, sweeping horizontal stroke at the end.

Jamie Simmerman
Estimator / Project Manager

RESOLUTION 2013-241

WHEREAS, On August 28, 2012, Resolution 2012-360 awarded Project 2012-S-3, 5th Street Sanitary Sewer Improvements to Van Kirk Brothers Contracting of Sutton, Nebraska, in the amount of \$1,734,105.93; and

WHEREAS, Change Order No. 1 incorporates additional construction calendar days into the contract; and

WHEREAS, Section A; 5th Street gravity sewer construction will add forty-five (45) days for a completion date of September 30, 2013; and

WHEREAS, Section B; Rehabilitation of gravity sewer between 4th and 5th Street will add thirty-one (31) days for a completion date of July 31, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to proceed with additional construction calendar days described in Change Order No. 1 with Van Kirk Contracting of Sutton, Nebraska is hereby approved, with no additional cost to the contract.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Change Order No. 1 on behalf of the City of Grand Island.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 19, 2013	☐ City Attorney



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-17

**#2013-242 - Approving Change Order No. 4 for Lift Station No. 7
Improvements Project No. 2011-S-1A**

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: July 23, 2013

Subject: Approving Change Order No. 4 for Lift Station No.7
Improvements Project No. 2011-S-1A

Item #'s: G-17

Presenter(s): John Collins, Public Works Director

Background

Public Works in conjunction with Community Development developed multi-year contracts in upgrades for the capacity and quality of sanitary sewer in an area of Grand Island defined as the Lift Station No. 7 Watershed. The projects are Community Development Block Grant (CDBG) Disaster Recovery Programs.

On July 26, 2012 an ad to bidders for Project WWTP-2011-S-1A, Lift Station No. 7 Improvements was published in the Grand Island Daily Independent.

On August 28, 2012, Resolution 2012-224 awarded Project WWTP-2011-S-1A, Lift Station No. 7 Improvements to The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$479,558.95.

On March 12, 2013, Resolution 2013-66, approved Change Order No. 1 encompassing work to remove asbestos found in the roofing material by B2 Environmental, Inc., in the amount of \$1,897.50 for a revised contract amount of \$481,456.45.

On April 23, 2013, Resolution 2013-121 approved Work Change Directive No. 1 incorporating a required mechanical fitting to transition from the existing forced pumping main to new piping systems, in the amount of \$466.00.

On July 9, 2013, Resolution 2013-220 approved Change Order Nos. 2 & 3 encompassing work in finalizing Work Change Directive No. 1, the addition of safety grab bars, isolation valve, steel I-Beam, concrete pavement, and surplus brick veneer credit, in the amount of \$3,336.89 for a revised contract amount of \$484,793.34.

Discussion

Change Order No. 4-1

Revealed by: Contractor

Initiated by: Engineer

Recommendation by: Wastewater Staff

The Incorporated work requires revised connection to existing six (6) inch force main to include a forty-five (45) degree fitting and additional twenty (20) foot section of six (6) inch ductile iron pipe.

The piping revision will extend the completion date to August 14, 2013.

TOTAL COST FOR CO4-1	\$	470.00
----------------------	----	--------

TOTAL SUMMARY OF COSTS	\$	470.00
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Wastewater staff and the consulting engineer Olsson Associates have reviewed the changed condition(s) and believe such changes will bring benefit to the overall finished product.

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 authorization to proceed with the work scope described in Change Order No. 4 with The Diamond Engineering Company of Grand Island, Nebraska.

Sample Motion

Move to approve the Mayor of the City of Grand Island, Nebraska is authorized on behalf of the City of Grand Island to execute a Change Order No. 4 with The Diamond Engineering Company of Grand Island, Nebraska in the combined amount of \$470.00, for a total contract amount of \$485,263.34.



Change Order

No. 4

Date of Issuance: July 23, 2013

Effective Date: July 23, 2013

Project: Lift Station No. 7 Improvements	Owner: City of Grand Island	Owner's Contract No.: 2011-S-1A
Contract: Lift Station No. 7 Improvements		Date of Contract:
Contractor: The Diamond Engineering Company		Engineer's Project No.: 011-2347

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Revised connection to existing 6" force main to include a 45 degree fitting and added a 20 foot section of 6" ductile iron pipe.

Extended project completion date to August 14, 2013 due to piping revisions.

Attachments: (List documents supporting change): See attached pricing breakdown from Diamond Engineering

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 479,558.95

Increase from previously approved Change Orders
No. 1 to No. 3:

\$5,704.39

Contract Price prior to this Change Order:

\$ 484,793.34

Increase of this Change Order:

\$ 470.00

Contract Price Incorporating this Change Order:

\$ 485,263.34

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): May 15, 2013

Increase from previously approved Change Orders

No. N/A to No. N/A:

Substantial completion (days): N/A

Ready for final payment (days): May 15, 2013

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): July 26, 2013

Increase of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): August 14, 2013

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): August 14, 2013

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 7/12/13

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 7-12-13

EJCDC No. C-941 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

Page 1 of 1

THE DIAMOND ENGINEERING COMPANY
ENGINEERS AND CONTRACTORS
SINCE 1920

GRAND ISLAND, NE 68802-1327
P.O. Box 1327
1521 W. ANNA
308-382-8362 OFFICE
308-382-8389 FAX


WICHITA, KANSAS 67277-2348
P.O. Box 12348
3512 WEST PAWNEE
316-943-3651 OFFICE
316-943-7295 FAX

Quote: July 10th, 2013

Installation of (1) 6" 45° MJ Bend Standard, and (1) 6" x 20' Ductile Iron Pipe Cement Lined.

Quantity	Unit	Description	Unit Price	Total Price
20	LF	6" Bell x PE Ductile Iron Pipe Cement Lined	\$18.50	\$370.00
1	EA	6" 45° MJ Bend Standard	\$100.00	\$100.00

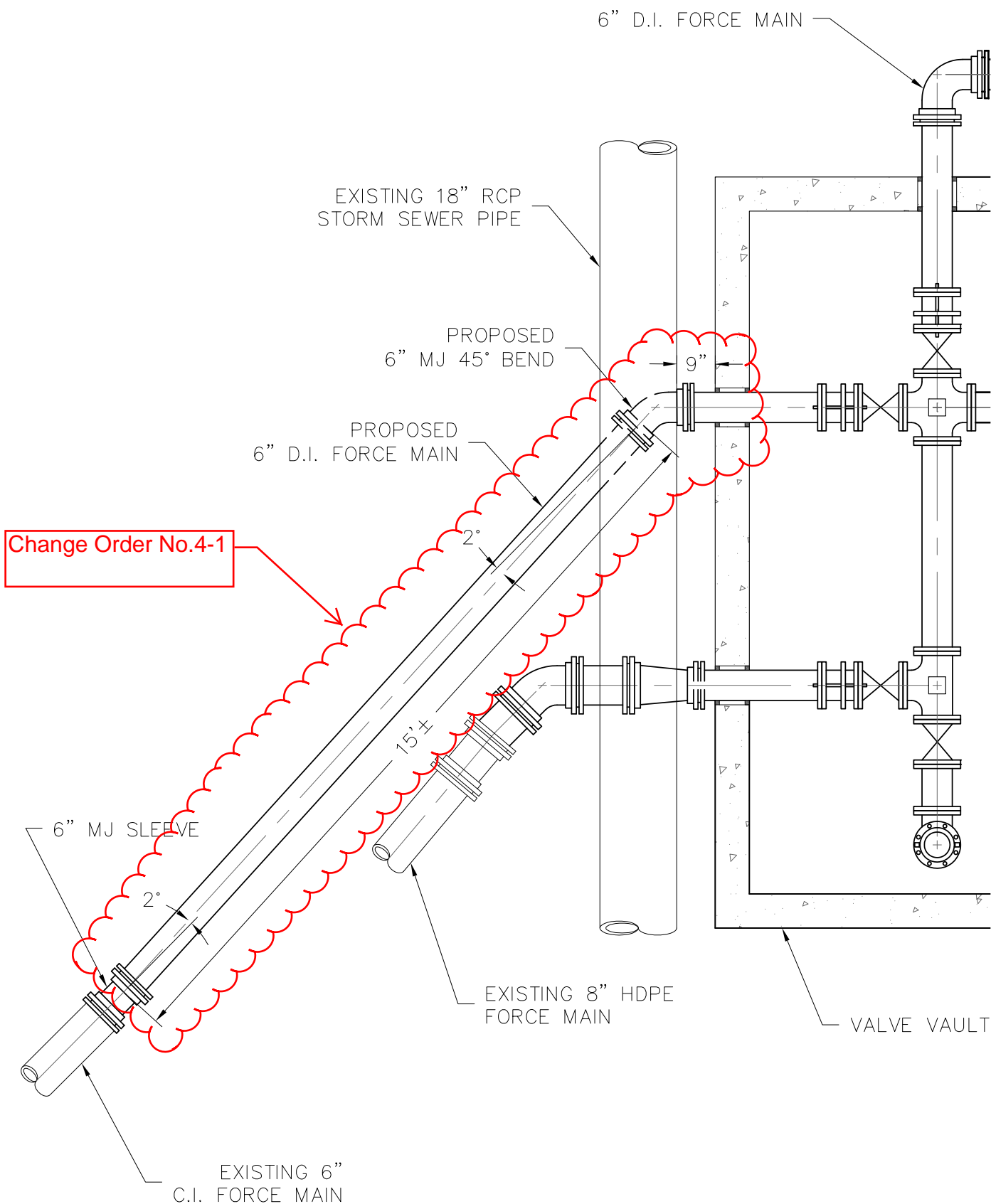
Total: \$470.00



The Diamond Engineering Company

7-11-13
Date

An Equal Opportunity Employer

DWG: F:\projects\011-2347\MUNI\Final_Plans\Lift_Station #7\0112347_LIFTSTATION 7.dwg
 DATE: Jul 10, 2013 10:51am
 USER: cmedina
 XREFS: 0112347_TB LS#7



PROJECT NO: 011-2347	LIFT STATION #7		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: CIM				1
DATE: 7/8/2013				

RESOLUTION 2013-242

WHEREAS, On August 28, 2012, by Resolution 2012-224, City Council awarded, Project WWTP-2011-S-1A, Lift Station No. 7 Improvements to The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$479,558.95; and

WHEREAS, On March 12, 2013, by Resolution 2013-66, City Council approved Change Order No. 1 encompassing professional services for removal, and disposal of asbestos in a previous roofing system for the amount of \$1,897.50 for a revised contract amount of \$481,456.45; and

WHEREAS, On April 23, 2013, by Resolution 2013-121, City Council approved Work Change Directive No. 1 incorporating a required mechanical fitting to transition from the existing forced pumping main to new piping systems, in the estimated amount of \$466.00; and

WHEREAS, On July 9, 2013, by Resolution 2013-220, City Council approved Change Order Nos. 2 & 3 incorporating the finished services of Work Change Directive No. 1, and incorporated various mechanical components to the pump station, with a civil edit in a concrete slab grade, and provide savings to the project in using owner provided brick veneer in the amount of \$3,336.89 for a revised contract amount of \$484,793.34; and

WHEREAS, Change Order No. 4 incorporates a revised fitting connection, and pipe to the existing ductile iron forced pumping main in the amount of \$470.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to proceed with scope described in Change Order No. 4 with The Diamond Engineering Company of Grand Island, Nebraska is hereby approved for a revised contract amount of \$485,263.34; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Change Order No. 4 on behalf of the City of Grand Island.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-18

**#2013-243 - Approving Leasehold Agreements for the North
Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4
(United Veterans Club)**

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

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: July 23, 2013

Subject: Approving Leasehold Agreements for the North
Interceptor Phase II, Part B; Sanitary Sewer Project No.
2013-S-4 (United Veterans Club)

Item #'s: G-18

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)

Leasehold Agreements are necessary for this project to be completed, which must be approved by City Council.

Discussion

Leasehold agreements are necessary with one (1) tenant in this project area. All documents have been signed and returned by the lessee. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payments, totaling \$200.00.

No.	Tenant	Legal Description	Area Payment (minimum \$100.00)	Total
1L	United Veterans Club (Hall County)	<p style="text-align: center;"><u>Right of Way</u></p> <p>A TRACT OF LAND 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, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 724.16 FEET; THENCE N42°48'34"E A DISTANCE OF 41.03 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 02°44'27", A ARC LENGTH OF 47.92 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S04°03'24"E FOR A DISTANCE OF 47.91 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S44°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 34.26 FEET; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 730.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 31,872 SQUARE FEET OR 0.73 ACRES MORE OR LESS.</p> <p style="text-align: center;"><u>Permanent Easement</u></p> <p>A PERMANENT UTILITY 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,</p>	69,775 s.f.	\$100.00

		<p>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 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, 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 714.80 FEET; THENCE N00°09'22"W A DISTANCE OF 204.32 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 11°20'13, A ARC LENGTH OF 198.21 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S11°05'44"E FOR A DISTANCE OF 197.89 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S42°48'34"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 41.03 FEET; THENCE S89°50'38"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 724.16 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 19,296 SQUARE FEET OR 0.44 ACRES MORE OR LESS.</p> <p style="text-align: center;"><u>Temporary Easement</u></p> <p>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</p>	
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		<p>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.</p>		
2L	United Veterans Club (State of Nebraska)	<p style="text-align: center;"><u>Right of Way</u></p> <p>A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER 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 SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 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, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG AND UPON SAID NORTH R.O.W. LINE S89°50'38"W A DISTANCE OF 443.66 FEET; THENCE N00°49'18"W A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 443.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 18,634 SQUARE FEET OR 0.43 ACRES MORE OR LESS.</p> <p style="text-align: center;"><u>Permanent Easement</u></p> <p>A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M.,</p>	48,580 s.f.	\$100.00

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 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 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG SAID PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE AND DISTANCE OF 443.66 FEET; THENCE N00°49'18"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 296.52 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 137.14 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 9,073 SQUARE FEET OR 0.21 ACRES MORE OR LESS.

Temporary Easement

A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER 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 SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 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 A NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG SAID NORTH LINE A DISTANCE OF

	<p>137.14 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N00°09'22"W ALONG A EASTERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 10.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG A WESTERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 296.52 FEET; THENCE N00°49'18"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 21.75 FEET; THENCE N00°09'22"W A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 305.00 FEET; THENCE S00°09'22"E A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 116.91 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E A ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 20,873 SQUARE FEET OR 0.48 ACRES MORE OR LESS.</p>	
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Total \$200.00

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 Leasehold Agreements between the City of Grand Island, Public Works Department and the affected property lessees, in the total amount of \$200.00.

Sample Motion

Move to approve the Leasehold Agreements.

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

THIS CONTRACT, made and entered into this day of , 20 by and between, United Veterans Club, Address: 1914 W. Capital Avenue, Grand Island, NE 68803, hereinafter called the LESSEE, and The City of Grand Island, hereinafter called the BUYER.

LEASEHOLD INTEREST

WITNESSETH: In consideration of the payment or payments as specified below, the LESSEE hereby relinquishes to the BUYER, all leasehold interest to certain lands and any improvements thereon owned by State of Nebraska.

The property to which the LESSEE hereby **permanently** relinquishes interest is described below. (The description may be stated in either "metes and bounds" or "station and offsets")

Right of Way

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER 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:

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Permanent Easement

A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER 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:

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S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 9,073 SQUARE FEET OR 0.21 ACRES MORE OR LESS.

The property to which the LESSEE hereby **temporarily** relinquishes interest is described below. (The description may be stated in either "metes and bounds" or "station and offsets")

A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER 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:

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It is hereby agreed that possession of the above described premises is the essence of this contract and the BUYER may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of LESSEE interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the BUYER.

Moving and replacing approximately <u>NA</u> rods of fence at \$ <u>NA</u> per rod	\$ <u>NA</u>
Relinquishment of leasehold interest to approximately <u>48,580</u> square feet	\$ <u>100.00</u>
Other Damages: None	\$ <u>NA</u>
TOTAL	\$ <u>100.00</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for LESSEE'S share of CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting.

CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The LESSEE agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

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

Tree plantings to replace trees removed associated with proposed utility improvements will be completed by State of Nebraska.

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.

The sanitary sewer service for the Veterans Club will be maintained during construction. When the North Inceptor Sanitary Sewer is placed into service, the sanitary service for the United Veterans Club will be connected this new deep gravity sewer line and private lift station for the Club will be eliminated.

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

LESSEE

By _____

Date _____

Dated this _____ day of _____, 20 _____

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

Notary _____

STATE OF _____

STATE OF _____

ss.

ss.

County

County

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

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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, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 724.16 FEET; THENCE N42°48'34"E A DISTANCE OF 41.03 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 02°44'27", A ARC LENGTH OF 47.92 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S04°03'24"E FOR A DISTANCE OF 47.91 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S44°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 34.26 FEET; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 730.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 31,872 SQUARE FEET OR 0.73 ACRES MORE OR LESS.

Permanent Easement

A PERMANENT UTILITY 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 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, 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 714.80 FEET; THENCE N00°09'22"W A DISTANCE OF 204.32 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 11°20'13", A ARC LENGTH OF 198.21 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S11°05'44"E FOR A DISTANCE OF 197.89 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S42°48'34"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 41.03 FEET; THENCE S89°50'38"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 724.16 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 19,296 SQUARE FEET OR 0.44 ACRES MORE OR LESS.

The property to which the LESSEE hereby **temporarily** relinquishes interest is described below. (The description may be stated in either "metes and bounds" or "station and offsets")

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:

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It is hereby agreed that possession of the above described premises is the essence of this contract and the BUYER may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of LESSEE interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the BUYER.

Moving and replacing approximately <u>NA</u> rods of fence at \$ <u>NA</u> per rod	\$ <u>NA</u>
Relinquishment of leasehold interest to approximately <u>69,775</u> square feet	\$ <u>100.00</u>
Other Damages: None	\$ <u>NA</u>
TOTAL	\$ <u>100.00</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the

above project except for LESSEE'S share of CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting.

CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The LESSEE agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

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 and roadway 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.

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

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

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.

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

LESSEE

By _____

Date _____

Dated this _____ day of _____, 20 _____

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

Notary _____

STATE OF _____

STATE OF _____

ss.

ss.

County

County

RESOLUTION 2013-243

WHEREAS, leasehold agreements are required by the City of Grand Island, from the affected lessees in the North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4 area, as follows:

No.	Tenant	Legal Description	Area Payment (minimum \$100.00)	Total
1L	United Veterans Club (Hall County)	<p><u>Right of Way</u></p> <p>A TRACT OF LAND 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, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°49'18"W ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 724.16 FEET; THENCE N42°48'34"E A DISTANCE OF 41.03 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 02°44'27", A ARC LENGTH OF 47.92 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S04°03'24"E FOR A DISTANCE OF 47.91 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S44°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 34.26 FEET; THENCE S89°50'38"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 730.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 31,872 SQUARE FEET OR 0.73 ACRES MORE OR LESS.</p> <p><u>Permanent Easement</u></p> <p>A PERMANENT UTILITY 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</p>	69,775 s.f.	\$100.00

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

		<p>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 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, 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 714.80 FEET; THENCE N00°09'22"W A DISTANCE OF 204.32 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 11°20'13, A ARC LENGTH OF 198.21 FEET, A RADIUS OF 1001.74 FEET AND A CHORD BEARING S11°05'44"E FOR A DISTANCE OF 197.89 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE; THENCE S42°48'34"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 41.03 FEET; THENCE S89°50'38"W ALONG SAID PROPOSED R.O.W. LINE A DISTANCE OF 724.16 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 19,296 SQUARE FEET OR 0.44 ACRES MORE OR LESS.</p> <p style="text-align: center;"><u>Temporary Easement</u></p> <p>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</p>	
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		<p>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.</p>		
2L	United Veterans Club (State of Nebraska)	<p style="text-align: center;"><u>Right of Way</u></p> <p>A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER 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 SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 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, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG AND UPON SAID NORTH R.O.W. LINE S89°50'38"W A DISTANCE OF 443.66 FEET; THENCE N00°49'18"W A DISTANCE OF 42.00 FEET; THENCE N89°50'38"E A DISTANCE OF 443.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 18,634 SQUARE FEET OR 0.43 ACRES MORE OR LESS.</p> <p style="text-align: center;"><u>Permanent Easement</u></p> <p>A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER 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 SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST</p>	48,580 s.f.	\$100.00

CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 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 42.00 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE AND THE PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG SAID PROPOSED NORTH R.O.W. LINE OF CAPITAL AVENUE AND DISTANCE OF 443.66 FEET; THENCE N00°49'18"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 296.52 FEET; THENCE N00°09'22"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 10.00 FEET; THENCE S00°09'22"E A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 137.14 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 9,073 SQUARE FEET OR 0.21 ACRES MORE OR LESS.

Temporary Easement

A TEMPORARY EASEMENT CONSISTING OF PART OF THE SOUTHEAST QUARTER 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 SECTION 5; THENCE ON AN ASSUMED BEARING OF S89°50'38"W ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°49'18"W ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 159, PAGE 133 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 A NORTH LINE OF A PROPOSED PERMANENT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°50'38"W ALONG SAID NORTH LINE A DISTANCE OF 137.14 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE N00°09'22"W ALONG A EASTERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED

	<p>PERMANENT EASEMENT A DISTANCE OF 10.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S00°09'22"E ALONG A WESTERLY LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 20.00 FEET TO A NORTHERLY CORNER OF SAID PROPOSED PERMANENT EASEMENT; THENCE S89°50'38"W ALONG A NORTH LINE OF SAID PROPOSED PERMANENT EASEMENT A DISTANCE OF 296.52 FEET; THENCE N00°49'18"W A DISTANCE OF 20.00 FEET; THENCE N89°50'38"E A DISTANCE OF 21.75 FEET; THENCE N00°09'22"W A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 305.00 FEET; THENCE S00°09'22"E A DISTANCE OF 40.00 FEET; THENCE N89°50'38"E A DISTANCE OF 116.91 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 159, PAGE 133; THENCE S00°49'18"E A ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 20,873 SQUARE FEET OR 0.48 ACRES MORE OR LESS.</p>	
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Total \$200.00

WHEREAS, Leasehold Agreements have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Leasehold Agreements on the above described tracts of land, in the total amount of \$200.00.

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

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

- 5 -



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-19

**#2013-244 - Approving Change Order No. 1 for Blaine Street
Paving; Project No. 2012-P-2**

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 Change Order No. 1 for Blaine Street Paving;
Project No. 2012-P-2

Item #'s: G-19

Presenter(s): John Collins, Public Works Director

Background

Gehring Construction & Ready Mix Co. of Columbus, Nebraska was awarded a \$588,529.90 contract by the City Council on March 12, 2013 for the Blaine Street Paving; Project No. 2012-P-2 – Wildwood Drive to Schimmer Drive.

Funds from LB840, in the amount of \$575,000.00, will be combined with a Community Development Block Grant (CDBG) as a match to the City funds to fully fund this paving project.

Discussion

Public Works Administration is requesting Change Order No. 1 for the Blaine Street Paving; Project No. 2012-P-2, which will allow for relocation of a fence and temporary relocation of field entrance.

The estimated cost for the additional work is detailed below.

<i>Description</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
Relocation of fence	1.00 l.s.	\$2,000.00	\$2,000.00
Build and remove temporary field entrance	1.00 l.s.	\$600.00	\$600.00
<i>TOTAL CHANGE ORDER NO. 1</i>			<i>\$2,600.00</i>

There are adequate funds for such additional work

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Blaine Street Paving; Project No. 2012-P-2 – Wildwood Drive to Schimmer Drive.

Sample Motion

Move to approve the resolution.

CHANGE ORDER**CHANGE ORDER NO. 1****NAME OF PROJECT:** Blaine Street Paving – 2012-P-2**CONTRACTOR:** Gehring Construction**OWNER:** City of Grand Island**THE FOLLOWING MODIFICATIONS TO THE CONTRACT ARE HEREBY ORDERED:**

1. Add the following Scope of Work and Costing as follows:

Item	Description	Quantity	Units	Unit Price \$	Amount \$
1	Relocation of fence	1	LS	2,000.00	2,000.00
2	Building and remove temporary field entrance	10	LF	60	600.00

THE FOLLOWING MODIFICATIONS TO THE CONTRACT TIMES HEREBY ORDERED:

There will be no modification to contract time.

REASONS FOR MODIFICATIONS:

City staff requested the contractor to provide costing for removal and replacement of an existing fence to allow for construction access as well as to protect recent water main improvements and to be consistent with recent easement acquisitions.

The pavement and pipe costs are overrun of quantities on the original contractors bid. A piece of pipe was added to allow for proper grading and 2' of addition pavement were added to improve roadway shouldering due to the original bid being under the estimated project cost by a large margin.

ORIGINAL CONTRACT AMOUNT: \$ 588,529.90

THIS CHANGE ORDER AMOUNT: \$ 2,600.00

REVISED CONTRACT AMOUNT (including this Change Order) \$ 591,129.90

Contractor: _____ **Date:** _____
Gehring Construction Co.

Engineer: _____ **Date:** _____
City of Grand Island

Owner: _____ **Date:** _____
City of Grand Island

RESOLUTION 2013-244

WHEREAS, on March 12, 2013, by Resolution 2013-60, the City of Grand Island awarded Gehring Construction & Ready Mix Co. of Columbus, Nebraska the bid in the amount of \$588,529.90 for the Blaine Street Paving; Project No. 2012-P-2 – Wildwood Drive to Schimmer Drive; and

WHEREAS, it has been determined that modifications to the work to be performed by Gehring Construction & Ready Mix. Co. are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$2,600.00 for a revised contract price of \$591,129.90.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Gehring Construction & Ready Mix Co. of Columbus, Nebraska to provide the modifications.

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-20

#2013-245 - Approving Agreement for Engineering Consulting Services Related to Westgate Road Paving District No. 1261; North Road to Copper Road

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 Agreement for Engineering Consulting Services Related to Westgate Road Paving District No. 1261; North Road to Copper Road

Item #'s: G-20

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

Background

Street Improvement District No. 1261 was created by the City Council on April 23, 2013. Legal notice of the creation of the District was published in the Grand Island Independent on April 29, 2013. A notification letter of the district creation was also mailed to all affected property owners.

The District will consist of Westgate Road extending east from North Road to the existing hard surface portion of Westgate Road. This area was platted in November 1987. The project would consist of paving, as well as connecting the initial phase of the Moores Creek Drainway to this area and eliminating the ditch section. This project is currently estimated at \$500,000.00 and would be assessed to adjacent property owners. All property owners in this proposed district signed the district creation petition form.

On May 28, 2013, by Resolution No. 2013-156 City Council approved the continuation of such street improvement district.

On June 17, 2013 the Engineering Division of the Public Works Department advertised for Engineering Services for Westgate Road Paving District No. 1261, with five (5) potential respondents.

Discussion

Two (2) engineering firms submitted qualifications for the engineering services for Westgate Road Paving District No. 1261. Olsson Associates of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule (30%)
- Past experience working with the City of Grand Island Public Works Department (20%)

Compensation for Olsson Associates' services will be provided on a fixed fee basis for \$71,870.00, which consists of the following services.

- Westgate Road Paving Design Phase Services - \$32,250.00
- Westgate Road Construction Phase Services - \$35,300.00
- North Road Culvert Design Phase Services - \$4,320.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson Associates of Grand Island, Nebraska, in the amount of \$71,870.00.

Sample Motion

Move to approve the resolution.



LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

July 23, 2013

City of Grand Island, NE
Attn: Mary Lou Brown
100 East First Street
Grand Island, NE 68801

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
Westgate Road Paving District No. 1261, North Road to Copper Road for the City of
Grand Island, NE "Project"
Grand Island, Nebraska

Dear Ms. Brown:

It is our understanding that the City of Grand Island, NE ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.
2. Olsson shall provide Client all Basic Services for the Project as more specifically described in Exhibit A hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date: Within 10 Days of Notice to Proceed

Anticipated Design Completion Date: 60 days after Start Date

Anticipated Construction Completion Date: Contingent on Contractor Bid Results

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 readjust 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.

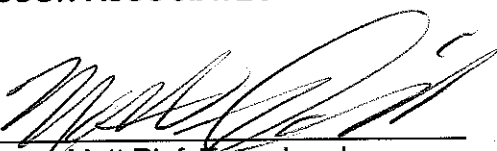
COMPENSATION

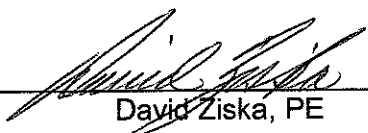
4. Compensation for Olsson's Services will be provided on a fixed fee basis for **Seventy One Thousand, Eight Hundred Seventy Dollars (\$71,870.00)**. Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date. Olsson's reimbursable expenses for this project are included in the fixed fee set forth above.

TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.
6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). 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.
7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By 
Matt Rief, Team Leader

By 
David Ziska, PE

If you accept the preceding proposal and the Agreement,
please sign:

CITY OF GRAND ISLAND, NE "Client"

By _____
Jay Vavricek

Title _____
Mayor

Dated: _____

Attest:

RaNae Edwards, City Clerk

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**EXHIBIT "A" to GENERAL PROVISIONS ATTACHED TO
LETTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED July 23, 2013**

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Proposed Letter Agreement for Professional Services dated July 23, 2013, between the City of Grand Island, Nebraska ("Client") and Olsson Associates ("Olsson") providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

Olsson understands that this project will include design of Westgate Road north of the former Greenline site in Grand Island, Nebraska. The project is to include design of a new 41' wide concrete street for Westgate Road extending from North Road to approximately 1,040' east, preparation of legal descriptions/tract drawings for acquisition of right of way for proposed ditch construction, sanitary sewer design in Westgate Road, design of culvert extension under North Road with associated water main relocation, and construction phase services. It is understood that the City of Grand Island will perform bid phase services.

1.0 Westgate Road Paving Design Phase Services - \$32,250.00

- A. Site topographic survey of the existing site to include R.O.W. lines and property pins within survey boundary area. Section lines shall also be shown on survey. Control points shall be set along corridor every 1/8 mile as well as along drainage route. Survey shall be supplied in AutoCAD Civil 3D 2010 format and reference City of Grand Island coordinate system and benchmarks.
- B. Prepare Site Layout and Dimensional Plan.
- C. Prepare Sanitary Sewer main Plan/Profile Plan.
- D. Prepare Stormwater Pollution Prevention Plan (SWPPP), Erosion Control Plan and Permit. Contractor shall be responsible for maintenance, monitoring, and reporting requirements of the SWPPP during construction.
- E. Prepare plan and profile construction documents to pave Westgate Road from North Road across the north side of the proposed site and tie into an existing paved road approximately 1,035' east of North Road. Construction documents to include paving plans, details, consideration of drainage, grading, proposed drainage improvements, and specifications in sufficient detail for client to solicit construction bids. This task does not include bid phase services or paving assessment services.
- F. Prepare design of drainage improvements north of Westgate Road previously outlined in Westgate Industrial Park Subdivision Preliminary Plat, July 2007, Little B's Corporation extending northward from Westgate Road thence westward to North Road, thence northward to Old Potash Highway.

EA-1

- G. Includes two (2) site visits with Client.
- H. Provide legal descriptions and tract drawings in sufficient detail for the Client to acquire necessary easements & rights of way for proposed drainage improvements. Land acquisition services and appraisal services are not included in this agreement.
- I. Deliverables include ten (10) sets of construction drawings with specifications, electronic AutoCAD Civil 3D files and full sized prints on mylar.

2.0 Westgate Road Construction Phase Services - \$35,300.00

- A. Provide project management services during construction to include shop drawing review, pay request review, project coordination, and coordination with the client during construction.
- B. Construction staking of site civil elements described in this agreement. This proposal anticipates three (3) site visits for staking.
- C. Normal construction testing to verify trench moisture & density (compaction) for utility work. Test results are required for City of Grand Island post-construction documentation.
- D. Provide approximately 6 weeks of full time construction observation (270 hours) during paving & grading construction to include normal moisture/density and concrete cylinder testing as well. This is an anticipated construction duration. Should contractor's schedule extend beyond this timeframe, Olsson reserves the right to negotiate additional fees.
- E. Provide construction staking for paving and drainage improvements associated with proposed construction to limits stated above.
- F. Gather and submit to the City of Grand Island post-construction documentation including certification letter, construction testing results, final costs, record drawings, project dedication form.

3.0 North Road Culvert Design Phase Services - \$4,320.00

- A. Prepare Site Plan/Profile sheets for installation of new drainage culverts under North Road with associated water main relocation (if necessary).

Not included as part of this agreement, but can be added as additional services under separate agreement or amendment:

- a. Geotechnical Soil Borings/Soils Evaluations
- b. Environmental Permitting or Studies.
- c. Bidding Phase Services.
- d. Landscape Plan or Irrigation Design.
- e. Street Lighting Designs.

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GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated July 23, 2013 between the City of Grand Island, NE ("Client") and Olsson Associates ("Olsson") for professional services in connection with Westgate Road Paving District No. 1261; North Road to Copper Road for the City of Grand Island, (hereinafter called the "Project").

SECTION 1—OLSSON'S BASIC SERVICES

See Exhibit "A", attached.

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, Olsson's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If Client and Olsson mutually agree to perform any of the following Additional Services, Client will provide written approval of the agreed upon scope of services, and Olsson shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or Olsson may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by Client for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If Olsson's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's

award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime contractor and those services necessary to administer Client's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond Olsson's control, Olsson shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from Client, and Olsson will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project; designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project; examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's service.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Master Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven days' written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, Client shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to Client of those portions of the entire Project designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Client pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all Olsson's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

<u>Classification</u>	<u>Costs</u>
Automobiles	\$0.555/mile*
Suburbans and Pick-Ups	\$0.68/mile*
Duplication	
In-house	Actual Cost
Outside	Actual Cost+10%

<u>Classification</u>	<u>Costs</u>
Meals	Actual Cost
Postage & Shipping	
Charges for Project	
Related Materials	Actual Cost
Film and Photo	
Developing	Actual Cost+10%
Telephone and	
Fax Transmissions	Actual Cost+10%
Miscellaneous Materials	
& Supplies Applicable	
only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+10%

* IRS Standard Mileage Rate (Subject to Change)

4.5 "Certify" or "a Certification": A statement of Olsson's opinion, based on its observation of conditions, to the best of Olsson's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that Olsson's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the work on the project will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of the Contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the inspected work, generally conforms to the Contract Documents. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. In making such visual observations, Olsson makes no guarantees for, and shall have no authority or control over, the Contractor's performance or the Contractor's failure to perform any work in accordance with the Contract Documents. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the Contractor.

4.9 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the project made during construction. Because Record Documents are prepared based on unverified information provided by others,

238772

Olsson makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice of default for any of the following reasons provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Olsson's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project, provided that if arbitration or litigation is commenced prior to the completion of the Project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the County and State of the project location, or in the State of Olsson's home office, Nebraska.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Olsson shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however,

such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinions of Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Olsson cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost

prepared by Olsson. If prior to the Bidding or Negotiating Phase Client wishes greater assurance as to Total Project or Construction Costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. Olsson's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska or the State of the project locale. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska or the project State locale.

7.5 Subconsultants

Olsson may utilize as necessary in its discretion Subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.6 Assignment

7.6.1 Client and Olsson each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.6.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

Olsson and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages

7.8.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

7.8.2 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed **the total amount of Olsson's fees earned under this Agreement**. Client acknowledges that such causes include, but are not limited to, Olsson's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

G:\Office\PROPOSAL\Grand Island\Westgate-Paving-District\General Provisions071613.doc

RESOLUTION 2013-245

WHEREAS, by Resolution 2013-156 Grand Island City Council approved continuation of Westgate Road Paving District No. 1261; North Road to Copper Road; and

WHEREAS, the City of Grand Island solicited proposals for engineering consulting services for such project; and

WHEREAS, the City of Grand Island and Olsson Associates of Grand Island, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson Associates of Grand Island, Nebraska for engineering consulting services related to the Westgate Road Paving District No. 1261; North Road to Copper Road, in the amount of \$71,870.00, is hereby approved.

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

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item G-21

#2013-246 - Approving Contract Extension of CDBG Grant 08-DPI-005 Lift Station #7

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

Staff Contact: Marco Floreani

RESOLUTION 2013-246

WHEREAS, The Nebraska Department of Economic Development has awarded the City of Grand Island \$150,616.00 in additional funds for Disaster Relief Funding, and

WHEREAS, The City of Grand Island, Nebraska, is an eligible unit of the Disaster Relief Funding authorized to file a contract extension under the Community Development Block Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be and hereby is authorized to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Grand Island and the Nebraska Department of Economic Development for acceptance of the grant application.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form July 22, 2013	<input type="checkbox"/> _____ <input type="checkbox"/> City Attorney
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City of Grand Island

Tuesday, July 23, 2013

Council Session

Item H-1

Consideration of Request from Nebraska State Fair Regarding RV Park Use of Primitive Stalls

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: July 23, 2013

Subject: Request of the Nebraska State Fair, for a Modification to the Conditional Use Permit granted on June 8, 2010 and Revised on August 10, 2010, August 23, 2011, and June 26, 2012 for the Recreational Vehicle Park at 915 E. Fonner Park Rd. This Modification is to Allow for the Continued use of the Recreational Vehicle Park at the Current Improvement Level for 2013 and Future State Fairs

Item #'s: H-1

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request for approval of the existing site and existing improvements to be deemed adequate for the purpose of the State Fair. There currently are 112 RV sites complete with utility services and a concrete pad as required by the City Code. There are 40 sites with utility connections but only rock pads and 59 sites with sewer and water connections but no electrical connections and no concrete parking pads. The construction of the recreational vehicle camper park at Fonner Park, has been progressing for the past three years. The installation of the phased improved parking pads was on schedule through 2012 with 112 improved parking pads. The original approval for the construction of the recreational vehicle park identified a phased improvement plan for the parking pads;

52 -- 2011

59 – 2012

50 -- 2013

50 – 2014

The utility connections were originally intended to be completed to all of the sites during the first phase but have been delayed. The last 59 sites have yet to be supplied with electricity, but sewer and water are available to all of the sites within the park.

Discussion

The City code provides for campgrounds with the following conditions specified in the code; 36-69 (B) 2. (a) Developer shall submit a diagram of the proposed camp ground including a plot plan of the pads, landscaping plan, utility plan and interior street plan with the application for a conditional use permit.

(b) A minimum of one toilet and one lavatory for each sex shall be provided for each sex up to the first 25 sites. An additional toilet and lavatory for each sex shall be provided for each additional 25 sites or fraction thereof not provided with sewer connections.

(c) All RV pads shall be provided with a landscape buffer yard as identified in the landscaping section of this code.

(d) Pads shall not be accessible from any public way.

Additionally section 36-6 Definitions, require Recreational Vehicle Pads: a space for parking a recreational vehicle within a campground or other allowed place consisting of no less than 800 square feet with a minimum width of 12 feet. Improvements included within the pad space include 1 hard surfaced improved parking space of not less than 180 square feet (20x9 or 18x10) and 2 hard surfaced improved parallel tire pads of not less than 2.5 feet by 24 feet.

Additional conditions placed on the Recreational Vehicle Camper Site were;

1) All interior roads and streets shall be improved to the design standards as identified in section 36-96(G), permanent, dust-free like asphalt, concrete or paving brick.

2) Annual inspection shall be conducted by the Building Department to check compliance with City Codes, conditions imposed, and adopted building, plumbing, electrical, and fire codes.

3) A 90 day time limit on the maximum allowable stay shall be imposed on all recreational vehicles and campers in the campground. No RV shall be allowed to remain longer than a 90 day consecutive period.

4) The size of any propane tank or other fuel container shall be limited to original equipment supplied by the manufacture; no additional or external tanks shall be permitted.

5) No skirting of any kind shall be allowed to be utilized with any recreational vehicle or camper within the camp grounds.

The proposal is at this time to determine that the existing improvements are adequate for current and future State Fair events. As the existing improvement do not fully comply with the provisions of the City code the code would need to be amended to lower the standard for recreational vehicle parks or provide some exceptions for park size or duration of operation through- out the year.

Another alternative would be to extend the time frame committed to by the Fair and allow additional time in which to bring the camp ground into full compliance.

Staff has suggested that the use be limited to the State Fair only for spaces not in compliance with the required improvements and conditions established by the City Council. Once the required improvements are completed it would appear appropriate to allow for additional use of the facility through out the year as the park would be compliant with the established regulations and conditions.

I believe most of the spaces within the State Fair RV Park have been utilized in the past three years and temporary measures have been employed to provide electrical service and parking pad. The number of spaces appears to be adequate for now and into the future. I also believe the required improvements for utilities and parking pads are reasonable and provide a minimum standard comparable with other uses identified in 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 modify the standards , finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Disapprove or /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 a finding of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

Recommendation

Approve the request to modify the conditional use permit by extending the time frame for completion of the required improved parking pads for the entire facility by the end of the calendar year 2015 and allow for current and continued use finding that the proposed use and application promotes the health, safety, and general welfare of the community, protect property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

A motion to approve the request to modify the conditional use permit and allow for an extension for the completion of the required parking pads to the end of the year 2015, with the conditions identified in the staff memorandum and presented at the City Council meeting and finding that the application conforms to the purpose of the zoning regulations.



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item I-1

#2013-247 - Approving Advertising Contract with the Grand Island Independent

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: July 23, 2013

Subject: Approving Contract with Grand Island Independent for Newspaper Advertising

Item #'s: I-1

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island has entered into contracts with the Grand Island Independent for newspaper advertising in the past. The contracts cover advertising for all departments in the City. Advertising that falls under the heading of “legals” is handled separately as that rate is defined by State bid. The contract with the Independent represents the negotiated line rate for all advertising done in the Independent with the exception of legals. Even though the legals fall under a different rate structure as negotiated under the state contract, the City is given credit towards its commitment for advertising.

The City Council was presented this contract on July 9, 2013 and a motion to approve failed. I take responsibility for not clearly communicating the outcome of no negotiated pricing for the City. A call to the Independent to confirm our new pricing structure with no advertising contract in place will nearly double the price the City is currently paying for all advertising with the exception of legals. I believe that is important information for the Council to consider before making a final decision and therefore the proposed contract is being brought back for further consideration.

Discussion

This contract is a pricing contract only and does not impact the budgeted amount of advertising, only the rate we are charged. 2012 fiscal year advertising totaled \$69,007 and this fiscal year, on a year-to-date basis, totals \$57,223.

The last contract was for a commitment of \$30,000. The City has exceeded that amount and therefore it seems prudent to increase the amount of the contract to take advantage of the best pricing possible. The contract being proposed this year is for a \$40,000 commitment. This amount is conservative and falls below our current usage. However,

should different avenues be used for advertising or a cutback in spending occur, we would then be charged the rate that was appropriate for the actual level of usage.

This contract represents negotiated rate pricing. The City will not simply send a check to the Independent for \$40,000. Instead, we will pay according to our usage each month. Should our spending fall below the \$40,000 rate, our negotiated amount will be adjusted to the \$30,000 rate. What we are trying to accomplish with a contract is simply negotiated pricing rather than paying the same amount that anyone walking in off the street would pay. Without a contract, that is the position the City will be in.

The contract is attached and the rates are listed. The daily rate has increased from \$11.70 to \$11.87 and the Sunday rate increased from \$11.87 to \$12.10. The daily retail rate, which is the rate the City would pay with no contract in place, has increased from \$15.16 to \$15.66 and the Sunday retail rate has increased from \$16.01 to \$16.56.

As this contract exceeds \$20,000, City procurement rules would require the City advertise a RFP or use the bid process to obtain quotes for service. The Council passed Resolution 2011-254 that named the Grand Island Independent as a sole source provider and therefore there were no other quotes obtained. The Grand Island Independent is our only local daily paper. The City does use other local weekly papers and this would not prohibit that practice.

In conclusion, without a contract, the City will pay full price advertising rates and the City's advertising expense will increase substantially.

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

I recommend that the advertising contract with the Grand Island Independent be approved.

Sample Motion

Move to approve the advertising contract with the Grand Island Independent.



The Grand Island Independent

Advertising Contract

This agreement is made between The Grand Island Independent, hereinafter referred to as the Publisher, and City of Grand Island, hereinafter referred to as the advertiser.

Provisions:

This contract is an annual dollar volume agreement based on the advertiser's total planned investment with the Publisher and shall be in effect June 1, 2013 through May 31, 2014. The advertising rates assigned to the volume levels will be consistent with rates published in the most current Rate Card. The provisions of this contract shall consist of (1) the declarations of the agreement contained in this document and (2) the current Advertising Rate Card of The Grand Island Independent, which includes the Publisher's policies. The Publisher additionally stipulates that an advertiser bears full responsibility for the payment of all advertising charges.

Declarations:

1. In consideration of the Advertiser's agreement to advertise \$ 40,000 with The Grand Island Independent, the Advertiser will earn the column inch rates according to the current rate card.
2. In the event the Advertiser does not fulfill the dollar volume agreement, the Publisher will invoice the Advertiser for the difference between the rate billed and the rate earned on the inches that have been published.
3. This agreement may be cancelled by either party by providing a 30 day written notice. In the event the contract is terminated prior to fulfillment, the earned rates will be applied to the published inches.
4. Payment is due the 25th of the month following publication or services.
5. Additional contract entitlements:

Classified Rate will be locked in at \$11.87 Daily and \$12.10 Sunday.
Retail Rates will be locked in at \$15.66 Daily and \$16.56 Sunday.

Authorization:

The terms and conditions of the agreement are hereby ratified and placed into force as agreed upon.

City of Grand Island Account # 22601
Business Name

the Independent Representative Date

Authorized Signature Date

the Independent Advertising Director Date

RESOLUTION 2013-247

WHEREAS, the City of Grand Island advertises in the Grand Island Independent;
and

WHEREAS, the Grand Island Independent was approved as a sole source provider by the Grand Island City Council under Resolution 2011-254 ; and

WHEREAS, the rates listed in the contract will remain in effect from June 1, 2013 until the end of the contract on May 31, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the aforementioned contract with the Grand Island Independent.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item I-2

**#2013-248 - Consideration of Approving Resolution of Intent to
Create Downtown Business Improvement District 2013**

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Meeting: July 23, 2013

Subject: Approving Resolution of Intent to Create Downtown Business District 2013 for Five Years.

Item #'s: I-2

Presenter(s): Marco Floreani, Community Development Administrator

Background

The Mayor and Council set preliminary boundaries and appointed an initial Board of Directors to Downtown Business District #13. The Board has recommended formal creation of a new district and the Regional Planning Commission concurs in that recommendation.

Discussion

Pursuant to the authority given in Neb Rev Stats 19-4015 through 19-4038, cities may create Business Improvement Districts to facilitate improvements and to develop and promote a variety of beneficial activities. The next stage in the process for Downtown Business District #13 is the adoption of a Resolution of Intention to Establish the District. The resolution must contain: a description of the boundaries; the time and place of a hearing to establish the District by Ordinance; the proposed projects, facilities, and improvements for the District; the proposed or estimated costs of the improvements and facilities; and the method of raising revenue. Upon passage of the Resolution of intent, it will be published once in the newspaper and a copy mailed to owners of taxable property in the District giving them notice of the hearing to be held on August 13, 2013.

Alternatives

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

1. Move to adopt the Resolution of Intent to Establish the District.
2. Take no action on the issue

Recommendation

City Administration recommends that the Council adopt the Resolution of Intent to Establish Downtown Business District #13 setting this matter for hearing on August 13, 2013 at 7:00 p.m.

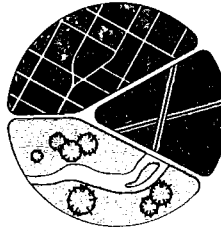
Sample Motion

Move to adopt the Resolution of Intent to Establish Downtown Business Improvement District #2013.

Budget Proposal
Business Improvement District 13

Table 1.

Business Improvement District 13 <i>Five-Year Financial Plan</i>							
	Fiscal years beginning October 1,					Total	
	13-14	14-15	15-16	16-17	17-18		
BID #8 Revenue	90,000	90,000	90,000	90,000	90,000	450,000	100.00%
Retention and Recruitment Main Street Promotions, Advertising, Retention and Recruitment	18,000	19,000	19,000	19,000	20,000	95,000	21%
Downtown Beautification Kaufmann Cummings Park, Green Spaces, Historical Lighting, Pedestrian Areas, Streetscape, Signage and Wayfinding	27,000	25,000	25,000	24,000	23,000	124,000	28%
Implementation and Maintenance Support Staff, Green Team, City Finance, and Planning	45,000	46,000	46,000	47,000	47,000	231,000	51%



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

June 6, 2013

Honorable Jay Vavricek, Mayor
and Members of the Council
100 E. 1st Street
Grand Island NE 68801

Dear Mayor and Members of the Council:

RE: Creation of Business Improvement District 13, in the City Of Grand Island. (C-16-2013GI)

At the regular meeting of the Regional Planning Commission, held June 5, 2013 the above item was considered. This item proposes to create a Business Improvement District for the Downtown Area as shown on the attached map. The purpose of the BID would be to replace the existing Business Improvement District 8.

Marco Floreani, Community Development Administrator, explained to the commission the purpose of the Business Improvement District is to raise funds for projects that serve the interests of business owners in the district.

No members of the public spoke for or against this item.

A motion was made by Reynolds and seconded by Bredthauer, to approve the creation of the Business Improvement District 13 as presented.

A roll call vote was taken and the motion passed with 10 members present voting in favor. (O'Neill, Ruge, Hayes, Eriksen, Amick, McCarty, Reynolds, Haskins, Bredthauer, Snodgrass).

Yours truly,

Chad Nabity AICP
Planning Director

cc: City Attorney
Director of Public Works
Director of Utilities
Director of Building Inspections

RESOLUTION 2013-248

WHEREAS, the Downtown Business Improvement Board has recommended that the City of Grand Island create a business improvement district with boundaries in the form hereinafter set forth: and

WHEREAS, on June 5, 2013, the Regional Planning Commission recommended approval of the creation of such business improvement district; and

WHEREAS, the City Council has determined that a public hearing should be held on the proposed business improvement district.

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

1. The proposed district shall be considered in public hearing before the City Council on August 13, 2013, at 7:00 p.m. in the Council Chambers at City Hall in Grand Island, Nebraska.
2. District Boundaries. The proposed boundaries of Downtown Business District #13 are described as follows:

Beginning at a point being the intersection of the South line of Third Street and the West line of Kimball Avenue; thence South on the West line of Kimball Avenue to a point One Hundred Thirty-Two feet (132') South of the South line of First Street; thence West on a line One Hundred Thirty-Two feet (132') South of and parallel to the South line of First Street to the West line of Sycamore Street; thence Southerly on the Westerly line of Sycamore Street to the North line of Court Street; thence Westerly on the North line of Court Street to the West line of Pine Street; thence Southerly on the West line of Pine Street to the North line of Charles Street; thence Westerly on the North line of Charles Street and an extension thereof to the East line of Walnut Street; thence Northerly on the East line of Walnut Street to a point One Hundred Thirty-Two Feet (132') North of the North line of Division Street; thence West on a line One Hundred Thirty-Two Feet (132') North of and parallel to the North line of Division Street and an extension thereof to the East line of Cedar Street; thence Northerly on the East line of Cedar Street to the South line of First Street; thence West on the South line of First Street to the West line of Elm Street; thence Southerly on the West line of Elm Street for a distance of One Hundred Thirty-Two Feet (132'); thence Westerly on a line One Hundred Thirty-Two Feet (132') South of and parallel to the South line of First Street to the East line of Eddy Street; thence Northerly on the East line of Eddy Street to the South line of South Front Street; thence Easterly on the South line of South Front Street to the West line of Oak Street; thence Southerly on the West line of Oak Street to the South line of Third Street; thence Westerly on the South line of Third Street and an extension thereof to the point of beginning.

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

3. Creation of District: Improvements. The proposed work to be performed and specific improvement to be made or maintained within the proposed district shall include:

- (A) Retention and Recruitment. Downtown Business District #13 will encourage business retention and recruitment through the planning and implementation of Downtown promotions, continued Main Street commitments and downtown investments to attract the attention of people looking for vibrant and welcoming places to dine, shop, live, work and play.

Funds have been allocated for each of the five years for Retention and Recruitment, Main Street Promotions, Main Street Contract; and funding in years 1-3 for the research and development of a Downtown Brand/Identity and a Revolving Loan Fund.

- (i) The development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, in the district area, including, but not limited to, plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance and improvement of communication and image building events and activities, such as holiday events, community events, media activities, newsletters, seasonal and special events and parades and other activities for the benefit of the district.

- (B) Downtown Beautification. The beautification component of the Downtown Business District #13 budget is comprised of physical improvements to the District. The Board, through a series of informal and formal discussion with downtown property owners, identified a need to augment the existing physical elements in the downtown. By increasing artistic elements, it is believed the personality of the downtown will be strengthened and a sense of place developed. A consistent approach to adding these artistic elements will enhance the uniqueness of downtown and, at the same time, create a pleasant setting to complement the various activities held in the downtown. These physical improvements include, but are not limited to, Kaufmann Cummings Park, planters, murals, sculptures, trees and grates, signs and banners, benches, streetscape, and trash containers.

- (i) Improvement of any public place or facility in the district area, including landscaping, physical improvements for decoration or security purposes, and plantings, including but not limited to, plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance, improvement and associated activities of streetscape and alleyway improvements
- (ii) Construction or installation of sidewalks, parks, meeting and display facilities, lighting, benches or other seating furniture, sculptures, trash receptacles, shelters, fountains, and any useful or necessary public improvements, including, but not limited to plans, creation, development, equipment, supplies, materials, services, management, staff, maintenance, improvement, and associated activities of street side and other public area projects;
- (iii) Maintenance, repair, and reconstruction of any improvement's or facilities authorized by the Business Improvement District Act.

-2-

- (C) Implementation and Maintenance: The talent and resources vested in this district rely upon the successful completion of each project and careful maintenance of the downtown area to ensure the best possible results from the investments of downtown stakeholders, including this District. To accomplish the duties incumbent upon this District in all areas of work described herein, the district may recruit volunteers or secure labor and services for hire:
- (i) The district may employ or contract for personnel for any improvement program under the act, and providing for any service as may be necessary or proper to carry out the purposes of the act, including, but not limited to, activities, projects, staff, consulting services, materials, equipment, supplies, and services necessary or convenient for the management of the affairs of the business improvement district, to include budget development and supervision, representation of the interests of the district to public and private entities, research, development, travel, training, development and implementation of business and residential recruitment and retention projects, downtown beautification projects and activities which contribute to regaining, sustaining or improving the economic health and viability of the district and the implementation of the goals and objectives of the Business Improvement Board.
 - (ii) Any other project or undertaking for the betterment of the public facilities in the district area, whether the project be capital or noncapital in nature.
4. Term, Annual Budget and Limitations. The proposed district shall become effective on October 1, 2013 for a period of five years to terminate on September 30, 2018. The estimated total annual budget for costs and expenses of the work to be performed within such district during the first year totals \$192,637, of which \$102,637 will be carried over from fiscal year 2013 and; provided that the maximum amount of the first year's annual assessment for the district shall not exceed \$90,000.

In the subsequent four years, the maximum amount of annual assessment and annual budget for the district will not exceed the first year maximum assessment and budget amounts plus an annual increase equal to the amount of the Consumer Price Index or 3%, whichever is less. The assessments levied for the first year shall not exceed \$90,000. The district may pursue additional funding (without increasing the district assessments) to complete the amounts for costs and expenses included in the budget. The specific improvements for the first year are listed for purposes of estimating the costs and expenses of performing the proposed work and improvements. Although the district is proposed for a five-year period, the City Council, after public hearing, shall approve an annual budget for specific improvements in each succeeding year consistent with the ordinance creating the district. The City Council retains the authority to change, modify and remove proposed improvements; however, the proposed improvements cannot exceed the scope of improvements and the annual assessment cannot exceed the maximum amounts of the annual assessment as provided by the ordinance creating the district.

-3-

5. Method of Assessment. The proposed district shall receive funding from special assessments based upon the special benefits to the property as fairly and equitably assessed by the City Council. The assessments shall be levied annually as a percentage of assessed valuation of taxable property within the district. Based upon the recommendation of the

Downtown Business District Board, owner-occupied residential properties within the district will be assessed at 70% of assessed valuation based on their primary benefit from the downtown beautification and maintenance programs. Owners of property exempt from ad valorem taxes are encouraged to support District activities, promotions, and improvements but property exempt from ad valorem taxes will not be subject to special assessment for this Business Improvement District. Property owned by the Federal Government, the State of Nebraska and political subdivisions thereof shall not be subject to special assessment for this Business Improvement District. For mixed use properties that combine owner-occupied residential and other uses, the property owner may submit evidence supporting a pro-rated split of the assessed value (between owner-occupied residential and other uses) for the City Council to consider when sitting as a Board of Equalization.

6. Notice. A copy of this resolution of intention shall be published one time in the *Grand Island Independent*, and a copy shall be mailed to each owner of taxable property as shown by the latest tax rolls of the Hall County Treasurer.
7. Boundary Lines. Commonly owned properties that are intersected by a boundary line establishing the district shall be considered as entirely within the district unless otherwise determined by the City Council when sitting as a Board of Equalization.
8. Enforcement. The special assessments provided herein shall be a lien on the property assessed superior and prior to all other liens except general taxes and other special assessments which shall be of equal priority. Liens for special assessments may be foreclosed and are subject to interest at the statutory rate when payment of the assessment is delinquent as provided by law. No special assessment made hereunder shall be void for any irregularity, defect, error or informality in procedure, in levy or equalization thereof.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item I-3

#2013-249 - Consideration of Approving Resolution of Intent to Create Second Street Business Improvement District 2013

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Meeting: July 23, 2013

Subject: Approving Resolution of Intent to create Second Street Business Improvement District 2013 for One Year

Item #'s: I-3

Presenter(s): Marco Floreani, Community Development Administrator

Background

At the City Council Meeting of June 11, 2013, the Council adopted a resolution defining the boundaries for the Second Street Business Improvement District 2013, from 2nd and Eddy Street to 2nd and Broadwell Street. The Resolution also provided for the formation of the Second Street Business Improvement District 2013 Board and the appointment of Bob Dodendorf, Phil Maltzahn, Bill Raile, Cheryl Nietfeldt, Dave Schaffer, Derek Apfel, Fred Groenke, John Folsom, and Dr. Ryan Waind.

The goals include the continued redevelopment of Second Street into an appealing corridor and entrance into Grand Island. State statute 19-4021, R.R.S. 1943, allows for the creation and implementation of a plan for improving the general architectural design of the public areas within the districts, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act. Property owners in this area are organizing their efforts to continue the street improvements that are now evident along the southernmost portions of Second Street, including pedestrian lightning, landscaping, and sidewalks.

The Regional Planning Commission, at a meeting on July 10, 2013 reviewed the boundaries, and purposes of the Business Improvement District and by a unanimous vote of the 9 members present recommended the City Council approve the creation of the District.

The Second Street BID board 2013 met on July 16, 2013 and voted unanimously to formally recommend that the City Council create the one-year District. The Board reviewed proposed activities in the District and developed a budget for the entire 1- year

life of the District. Notification will then be mailed to every property owner in the District as well as published in the *Grand Island Independent*.

Discussion

This approval of a resolution of intent to create Second Street Business Improvement District 2014, South Locust Street from 2nd and Eddy Street to 2nd and Broadwell Street. The final step will be a period for the property owners in the district to protest the formation of the BID. City Council will then hold a public hearing on August 13, 2013 to create the district. After the hearing Council may pass an ordinance to establish the district.

Alternatives

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

1. Move to Approve resolution of intent to create Second Street BID 2013
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve a resolution of intent to create Second Street Business Improvement District 2013

Sample Motion

Move to approve resolution of the intention to create Second Street Business Improvement District 2013.



July 17, 2013

Jaye Monter, Finance Director
Mayor and City Council
City of Grand Island
PO Box 1968
Grand Island, NE 68802

Dear Jaye, Mayor and City Council:

On June 25, 2013, the Grand Island City Council adopted Resolution #2013-181 which provided for the creation of the Second Street Business Improvement District. This District is proposed for a period of one year. The original Business Improvement District for Second Street was created in conjunction with the State of Nebraska's street widening project. As plans were developed for the widening project, the Department of Roads entered into discussions with city officials and property owners relative to the potential for creation of a Business Improvement District for landscaping and beautification efforts. Extensive discussion was held on developing a landscaping plan that provided for low maintenance grasses and shrubs in order to avoid the costs of sprinkler systems and the associated water and maintenance bills. Ultimately, the decision was made to plant buffalo grass, a low maintenance turf.

Unfortunately, the buffalo grass has not prospered. Within the first year, the buffalo grass was replaced (under warranty) in several areas that showed near zero growth. Over the course of the last two years, sporadic success has been realized in a few areas but overall, the buffalo grass has failed. Representatives from the University of Nebraska Horticultural Department have inspected the buffalo grass each of the last two years at the request of the BID Board, Department of Roads, and City Public Works staff in an attempt to determine a solution to the question of why the buffalo grass was not growing. Unfortunately, all parties have arrived at the conclusion that buffalo grass is not a viable option for this corridor.

As a result, the Department of Roads has authorized the BID Board to remove the buffalo grass and replant seed mix and/or sod in the

The Grand Island Area
Chamber of Commerce

309 West Second Street
Post Office Box 1486

Grand Island, NE 68802-1486
Phone 308.382.9210
Fax 308.382.1154
www.gichamber.com

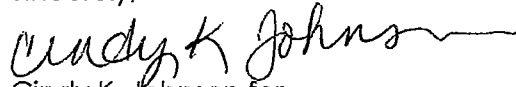
landscaping right of ways. Select areas have been identified as problematic for any landscaping; colored concrete will be installed in these areas. Bids for this work have been solicited and are due July 23. A bid will be awarded in early August. Because fall and spring are the best times to seed and sod, the contract will likely not be completed until after the end of the current fiscal year (September 30). Cost estimates suggest that there are sufficient funds in this year's BID budget for this work; it is requested that any BID funds not expended or contracted for prior to the end of the current fiscal year, be carried over to the new BID and available for expenses in the fiscal year 2013-2014 budget.

The Board of Directors has developed the budget for the proposed District (2013-14) with a front foot assessment of \$2. The total revenue generated for the one-year life of the District is \$25,288. This assessment is predicated on unexpended funds from the current BID being carried over to the new District.

If you have any questions, please do not hesitate to contact me.

Thank you.

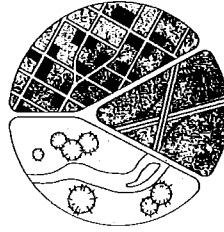
Sincerely,

A handwritten signature in cursive script that reads "Cindy K. Johnson". The signature is written in black ink and includes a long, horizontal flourish at the end.

Cindy K. Johnson for
BID #6

**SECOND STREET BUSINESS IMPROVEMENT DISTRICT 2013
FOR FISCAL YEAR 2013-2014**

	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Forecast	2014 Budget
Front Footage Levy (Per Foot)	7,144 \$ 6.00	7,144 \$ 4.50	7,144 \$ 2.00	7,144 \$ 4.50	7,144 \$ 4.50	7,144 \$ 2.00
REVENUE 94011416						
Account						
74140 Special Assessments	38,001	31,570	13,815	32,148	32,148	14,288
74787 Interest Revenue	124	123	39	-	-	-
74795 Other Revenue	-	2,376	-	1,000	1,000	11,000
TOTAL REVENUE	38,125	34,069	13,854	33,148	33,148	25,288
APPROPRIATIONS						
Account						
85213 Contract Services	6,892	11,356	12,183	69,900	69,900	16,000
85241 Computer Services	-	-	-	-	-	-
85245 Printing & Binding Services	81	74	89	250	250	250
85249 Snow & Ice Removal	-	-	-	-	-	-
85290 Other Professional Services	1,500	1,500	1,715	1,500	1,500	1,500
85305 Utility Services	-	258	-	1,000	1,000	1,000
85390 Other Property Services	-	-	-	-	-	-
85413 Postage	229	214	184	250	250	250
85416 Advertising	-	-	-	-	-	-
85419 Legal Notices	589	518	494	600	600	600
85422 Dues & Subscriptions	-	-	-	-	-	-
85428 Travel & Training	-	-	-	-	-	-
85490 Other Expenditures	-	-	-	-	-	-
85505 Office Supplies	-	9	-	-	-	-
85560 Trees & Shrubs	-	1,304	-	-	-	-
85590 Other General Supplies	-	-	-	-	-	-
85608 Land Improvements	3,758	4,282	-	23,000	23,000	5,500
TOTAL OPERATING EXPENSE	13,049	19,514	14,665	96,500	96,500	25,100
ANNUAL EXCESS/(LOSS)	25,076	14,555	(811)	(63,352)	(63,352)	188
Beginning Cash Balance	33,730	58,898	73,544	72,733	72,733	9,381
Revenues	38,125	34,069	13,854	33,148	33,148	25,288
Expenditures	13,049	19,514	14,665	96,500	96,500	25,100
Ending Cash Balance	58,898	73,544	72,733	9,381	9,381	9,569



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

July 11, 2013

Honorable Jay Vavricek, Mayor
and Members of the Council
100 E. 1st Street
Grand Island NE 68801

Dear Mayor and Members of the Council:

**RE: Creation of Second Street Business Improvement District 2013 in the City Of
Grand Island. (C-18-2013GI)**

At the regular meeting of the Regional Planning Commission, held July 10, 2013 the above item was considered. This item proposes to create a Business Improvement District for an area of Second Street between in Grand Island. This Second Street BID 2013 would replace the existing BID 6 that is set to expire later this year (September 2013).

No members of the public spoke for or against this item.

Following further discussion a motion was made by McCarty and seconded by Connolly to recommend the City Council approve the creation of Second Street Business Improvement District 2013, in the City Of Grand Island.

A roll call vote was taken and the motion passed unanimously with 9 members present voting in favor (McCarty, Amick, Ruge, Reynolds, Snodgrass, Connolly, Eriksen, Bredthauer and Haskins).

Yours truly,

Chad Nabity AICP
Planning Director

cc: City Attorney
Director of Public Works
Director of Utilities
Director of Building Inspections

RESOLUTION 2013-249

WHEREAS, the Business Improvement Board for Second Street Business Improvement District has recommended that the City of Grand Island create a business improvement district along Second Street with boundaries in the form hereinafter set forth; and

WHEREAS, on July 10, 2013, the Regional Planning Commission recommended approval of the creation of such a business improvement district, and

WHEREAS, the City Council has determined that a public hearing should be held on the proposed business improvement district.

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

1. The proposed boundaries of the Second Street Business Improvement District are described as follows:

Beginning at a point on the Westerly line of Eddy Street, said point being One Hundred Thirty-two Feet (132') Southeast of the Intersection of the Southerly line of Second Street and the Westerly line of Eddy Street; thence Westerly on a line One Hundred Thirty-Two Feet (132') Southeast and parallel to the Southerly line of Second Street to a point Sixty-Six Feet (66') Northeast of the Easterly line of Greenwich Street; thence Southerly on a line Sixty-Six Feet (66') Northeast of and parallel to the Easterly line of Greenwich Street to the Northerly line of First Street; thence Westerly on the Northerly line of First Street to a point Sixty-Six Feet (66') Southwest of the Westerly line of Greenwich Street; thence Northerly on a line Sixty-Six Feet (66') Southwest of and parallel to the Westerly line of Greenwich Street to a point One Hundred Thirty-Two Feet (132') Southeast of the Southerly line of Second Street; thence Westerly on a line One Hundred Thirty-Two Feet (132') Southeast of and parallel to the Southerly line of Second Street to a point Sixty-Six Feet (66') Northeast of Broadwell Avenue; thence Southerly on a line Sixty-Six Feet (66') Northeast of and parallel to the Easterly line of Broadwell Avenue to the Northerly line of First Street; thence Westerly on the Northerly line of First Street to a point One hundred thirty-five and sixty-nine hundredths Feet (135.69') Southwest of the Westerly line of Broadwell Avenue; thence Northerly on a line One hundred thirty-five and sixty-nine hundredths Feet (135.69') Southwest of and parallel to the Westerly line of Broadwell Avenue Sixty-five and seventy-six hundredths feet (65.76'); thence Westerly on a line parallel to the Northerly line of First Street twenty-three Feet (23'); thence Northerly on a line parallel to the Westerly line of Broadwell Avenue to a point One Hundred Thirty-Two Feet (132') Southeast of the South line of Second Street; thence Westerly on a line One - 2 - Hundred Thirty-Two Feet (132') Southeast of and parallel to the Southerly line of Second Street to the Easterly line of Garfield Avenue; thence Northerly on the Easterly line of Garfield Avenue to a point One Hundred Thirty-Two Feet (132') Northwest of the Northerly line of Second Street; thence Easterly on a line One Hundred Thirty-Two Feet (132') Northwest of and parallel to the Northerly line of Second Street to a point Sixty-Six Feet (66') Southwest of the Westerly line of Broadwell Avenue; thence Northerly on a line Sixty-Six Feet (66') Southwest of and parallel to the Westerly line of Broadwell Avenue to the Southerly line of

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

Union Pacific Railroad Right-of-Way; thence Easterly on the Southerly line of Union Pacific Railroad to a point Sixty-Six Feet (66') Northeast of the Easterly line of Broadwell Avenue; thence Southerly on a line Sixty-Six Feet (66') Northeast of and parallel to the Easterly line of Broadwell Avenue to a point One Hundred Thirty-Two Feet (132') Northwest of the Northerly line of Second Street; thence Easterly on a line One Hundred Thirty-Two Feet (132') Northwest of and parallel to the Northerly line of Second Street to the Westerly line of Eddy Street; thence Southeast on the Westerly line of Eddy Street to the point of beginning.

2. The proposed district shall be considered in a public hearing before the City Council on August 13, 2013, at 7:00 p.m. in the Council Chambers at City Hall in Grand Island, Nebraska.
3. The proposed public facility and improvements to be made and maintained within the proposed district shall include: maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trees, shrubs and grass and other decorative improvements; snow removal from sidewalks parallel of Second Street; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses that accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district.
4. The estimated one-year assessment for the Second Street Business Improvement District 2013 improvements and facilities as stated in paragraph 3 above are \$25,288. The proposed method by which the revenue shall be raised is by special assessment.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item I-4

#2013-250 - Consideration of Approving Resolution of Intent to Create Fonner Park Business Improvement District 2013

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Meeting: July 23, 2013

Subject: Approving Resolution of Intent to Create Fonner Park Business Improvement District 2013 for Three Years

Item #'s: I-4

Presenter(s): Marco Floreani, Community Development Administrator

Background

At the City Council Meeting of June 11, 2013 the Council adopted a resolution defining the boundaries for the Fonner Park Business Improvement District 2013, South Locust Street from Stolley Park Road to Fonner Park Road. The Resolution also provided for the formation of the Fonner Park Business Improvement District 2013 Board and the appointment of Hugh Miner, Roy Nenemen, Bennett Chamness, Buzz Douhit, James Goodman, Kris Nolan Brown, and Scott Zana.

The goals include the continued redevelopment of South Locust into an appealing corridor and entrance into Grand Island. State statute 19-4021, R.R.S. 1943, allows for the creation and implementation of a plan for improving the general architectural design of the public areas within the districts, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act. Property owners in this area are organizing their efforts to continue the street improvements that are now evident along the portions of South Locust Street, including pedestrian lightning, landscaping, and sidewalks.

The Regional Planning Commission, at a meeting on July 10, 2013 reviewed the boundaries, and purposes of the Business Improvement District and by a unanimous vote of the 9 members present recommended the City Council approve the creation of the District.

The Fonner Park BID 2013 board met on July 10, 2013 and voted unanimously to formally recommend that the City Council create the three-year District. The Board reviewed proposed activities in the District and developed a budget for the entire 3 year

life of the District. Notification will then be mailed to every property owner in the District as well as published in the *Grand Island Independent*.

Discussion

This approval of a resolution of intent to create Fonner Park Street Business Improvement District 2013, South Locust Street from Stolley Park Road to Fonner Park Road. The final step will be a period for the property owners in the district to protest the formation of the BID. City Council will then hold a public hearing on August 13, 2013 to create the district. After the hearing Council may pass an ordinance to establish the district.

Alternatives

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

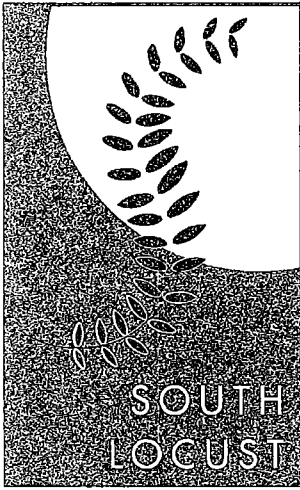
1. Move to Approve resolution of intent to create Fonner Park BID 2013
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve a resolution of intent to create Fonner Park Business Improvement District 2013

Sample Motion

Move to approve resolution of the intention to create Fonner Park Business Improvement District 2013.



July 17, 2013

Jaye Monter, Finance Director and
Mayor and City Council
City of Grand Island
PO Box 1968
Grand Island, NE 68802

Dear Jaye, Mayor and City Council:

On June 25, 2013, the Grand Island City Council adopted Resolution #2013-180 which provided for the creation of the Fonner Park Business Improvement District. This District is proposed for a period of three-years. The Board of Directors has developed budgets for the proposed District (2013-14, 2014-15, and 2015-16). The Board is proposing a front footage assessment of \$8.00 for FY2013-14; \$8.00 for FY2014-15; and \$8.00 for FY2015-16. The total revenue generated for the three-year life of the District is \$103,350.

We believe it is to our benefit, as property and business owners, to continue a business improvement district for this area to ensure the improvements made are maintained. Each year, the maintenance and repair costs required for the sprinkler system increases. It is reasonable to expect that maintenance needs and expenses will increase with age.

If you have any questions, please do not hesitate to contact me.

Thank you.

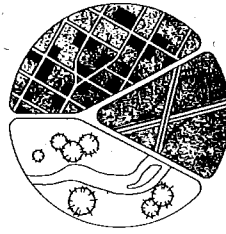
Sincerely,

Cindy K. Johnson for
BID #4

South Locust Street Business Improvement Board
309 W. 2nd Street • P.O. Box 1486 • Grand Island, Nebraska 68802
308.382.9210 • Fax 308.382.1154
southlocust@gichamber.com

**FONNER PARK BUSINESS IMPROVEMENT DISTRICT 2013
FOR FISCAL YEAR 2013-2014**

	2012 Actual	2013 Budget	2013 Forecast	2014 Budget	2015 Budget	2016 Budget
ASSESSMENT PER FRONT FOOTAGE	5.65	7.00	7.00	8.00	8.00	8.00
Front Footage	4,949	4,949	4,949	4,949	4,949	4,949
				39,592	39,592	39,592
REVENUE						
Account						
74140 Special Asessments	27,974	34,450	34,450	39,592	39,592	39,592
74787 Interest Revenue	9	-	-	-	-	-
74795 Other Revenue	-	-	-	-	642	134
TOTAL REVENUE	27,983	34,450	34,450	39,592	40,234	39,726
APPROPRIATIONS						
Account						
85213 Contract Services	16,419	25,000	25,000	27,000	28,000	29,000
85245 Printing & Binding Services	51	100	100	100	100	100
85249 Snow & Ice Removal	1,410	1,500	1,500	1,500	1,500	1,500
85305 Utility Services	3,407	5,000	5,000	5,000	5,000	5,000
85319 Repair & Maint - Land Improv	10,633	1,500	1,500	1,750	2,000	2,500
85413 Postage	71	250	250	250	250	250
85416 Advertising	-	-	-	-	-	-
85419 Legal Notices	308	500	500	500	500	500
85490 Other Expenditures	-	-	-	1,750	1,750	250
85505 Office Supplies	-	100	100	100	100	100
85560 Trees and Shrubs	1,941	500	500	1,000	900	500
85590 Other General Supplies	-	-	-	-	-	-
TOTAL OPERATING EXPENSE	34,239	34,450	34,450	38,950	40,100	39,700
ANNUAL EXCESS/(LOSS)	(6,256)	-	-	642	134	26
Beginning Cash Balance	9,427	3,171	3,171	3,171	3,813	3,947
Revenues	27,983	34,450	34,450	39,592	40,234	39,726
Expenditures	34,239	34,450	34,450	38,950	40,100	39,700
Ending Cash Balance	3,171	3,171	3,171	3,813	3,947	3,973



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

July 11, 2013

Honorable Jay Vavricek, Mayor
and Members of the Council
100 E. 1st Street
Grand Island NE 68801

Dear Mayor and Members of the Council:

RE: Creation of Fonner Park Business Improvement District 2013 in the City Of Grand Island. (C-19-2013GI)

At the regular meeting of the Regional Planning Commission, held July 10, 2013 the above item was considered. This item proposes to create a Business Improvement District for an area of Fonner Park BID in Grand Island. This Fonner Park BID would replace the existing (BID 4/South Locust BID 2012) that is set to expire later this year (September 2013).

No members of the public spoke for or against this item.

Following further discussion a motion was made by McCarty and seconded by Connolly to recommend the City Council approve the creation of Fonner Park Business Improvement District 2013, in the City Of Grand Island.

A roll call vote was taken and the motion passed unanimously with 9 members present voting in favor (McCarty, Amick, Ruge, Reynolds, Snodgrass, Connolly, Eriksen, Bredthauer and Haskins).

Yours truly,

Chad Nabity AICP
Planning Director

cc: City Attorney
Director of Public Works
Director of Utilities
Director of Building Inspections

RESOLUTION 2013-250

WHEREAS, the Business Improvement Board for Fonner Park Business Improvement District 2013 (hereinafter Fonner Park Business Improvement District 2013) has recommended that the City of Grand Island create a business improvement district along South Locust Street with boundaries in the form hereinafter set forth; and

WHEREAS, on July 10, 2013, the Regional Planning Commission recommended approval of the creation of such a business improvement district, and

WHEREAS, the City Council has determined that a public hearing should be held on the proposed business improvement district.

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

1. The proposed boundaries of the Fonner Park Business Improvement District are described as follows:

Beginning at the southeast corner of Section Twenty One (21), Township Eleven (11) North, range Nine (9) West of the 6th P.M. in Grand Island, Hall County, Nebraska; thence west on a line One Hundred (100.0) feet west of and parallel with the line common to Section 21-11-9 and Section 22-11-9 to the north line of the Southeast Quarter (SE1/4) of Section 21-11-9; thence east on the north line of the Southeast Quarter (SE1/4) of Section 21-11-9 and the north line of the Southwest Quarter (SW1/4) of Section 22-11-9 for distance of Two Hundred (200.0) feet; thence south on a line One Hundred (100.0) feet east of and parallel to the line common to Section 21-11-9 and section 22-11-9 to the south line of Section 22-11-9; thence west on the south line of Section 22-11-9 for a distance of One Hundred (100.0) feet to the point of beginning, as shown on the drawings dated May 28, 2002.

2. The proposed district shall be considered in a public hearing before the City Council on August 13, 2013, at 7:00 p.m. in the Council Chambers at City Hall in Grand Island, Nebraska.
3. The proposed public facility and improvements to be made and maintained within the proposed district shall include: maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trees, shrubs and grass and other decorative improvements; snow removal from sidewalks parallel of S. Locust; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses that accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district.

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

4. The estimated three-year cost for the Fonner Park Business Improvement District 2013 improvements and facilities as stated in paragraph 3 above are \$118,776. The proposed method by which the revenue shall be raised is by special assessment.
5. The proposed special assessment method by which the revenue shall be raised shall be fair and equitable and shall be based upon the special benefit to the property within the district.
6. A copy of this resolution of intention shall be published one time in the *Grand Island Independent*, and a copy shall be mailed to each owner of the taxable property as shown by the latest rolls of the Hall county Treasurer.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item I-5

#2013-251 - Consideration of Approving Resolution of Intent to Create South Locust Street Business Improvement District 2013

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Meeting: July 23, 2013

Subject: Approving Resolution of Intent to create South Locust Street Business Improvement District 2013 for Three Years

Item #'s: I-5

Presenter(s): Marco Floreani, Community Development Administrator

Background

At the City Council Meeting of June 11, 2013, the Council adopted a resolution defining the boundaries for the South Locust Street Business Improvement District 2013, from Stolley Park Road to Highway 34. The Resolution also provided for the formation of the South Locust Street Business Improvement District 2013 Board and the appointment of Dan Naranjo, Nate Weiland, William Lawrey, Rhonda Saalfeld, Gene McCloud, and Norman Saale.

Property owners in this area are organizing their efforts to continue the street improvements that are now evident along the southernmost portions of South Locust Street, including pedestrian lighting, landscaping, and sidewalks. The goals include the continued redevelopment of South Locust Street into an appealing corridor and entrance into Grand Island. State statute 19-4021, R.R.S. 1943, allows for the creation and implementation of a plan for improving the general architectural design of the public areas within the districts, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act.

The Regional Planning Commission, at a meeting on July 10, 2013 reviewed the boundaries, and purposes of the Business Improvement District and by a unanimous vote of the 9 members present recommended the City Council approve the creation of the District.

The South Locust Street BID 2013 board met on July 17, 2013 and voted unanimously to formally recommend that the City Council create the three-year District. The Board

reviewed proposed activities in the District and developed a budget for the entire three-year life of the District. Notification will then be mailed to every property owner in the District as well as published in the *Grand Island Independent*.

Discussion

This is a resolution of intent to create South Locust Street Business Improvement District 2013, from Stolley Park Road to Highway 34. The final step will be a period for the property owners in the district to protest the formation of the BID. City Council will then hold a public hearing On August 13, 2013 to create the district. After the hearing Council may pass an ordinance to establish the district.

Alternatives

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

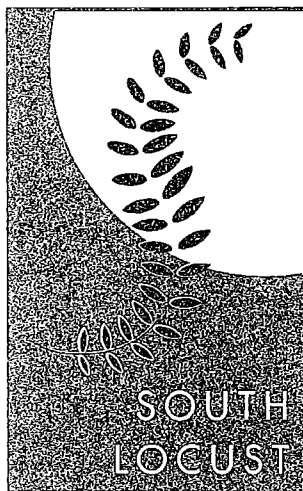
1. Move to Approve resolution of intent to create South Locust Street BID 2013
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve a resolution of intent to create South Locust Street Business Improvement District 2013

Sample Motion

Move to approve resolution of the intention to create South Locust Street Business Improvement District 2013.



July 17, 2013

Jaye Monter, Finance Director and
Mayor and City Council
City of Grand Island
PO Box 1968
Grand Island, NE 68802

Dear Jaye, Mayor and City Council:

On June 25, 2013, the Grand Island City Council adopted Resolution #2013-182 which provided for the creation of the South Locust Business Improvement District. This District is proposed for a period of three-years. The Board of Directors has developed budgets for the proposed District (2013-14, 2014-15, and 2015-16). The Board is proposing a front footage assessment of \$7 for FY2013-14; \$7.15 for FY2014-15; and \$7.25 for FY2015-16. The total revenue generated for the three-year life of the District is \$210, 906.

Each year, the maintenance and repair costs required for the sprinkler system (which was originally installed in the late 1990s) increase. It is reasonable to expect that maintenance needs and expenses will increase with age. Additionally, the Board has allocated funding to replace the mulch in various flower beds with rock. The replacement of mulch has become a costly line item for this District; rock will alleviate the need for ongoing mulch replacement. The Board anticipates phasing in the rock over the next three years and will address other landscaping issues (shrubs, flowers, etc.) at the same time in order to maximize contract labor efficiencies.

If you have any questions, please do not hesitate to contact me.

Thank you.

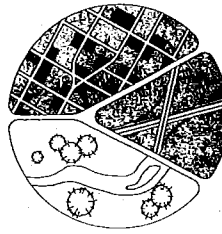
Sincerely,

Cindy K. Johnson for
BID #7

South Locust Street Business Improvement Board
309 W. 2nd Street • P.O. Box 1486 • Grand Island, Nebraska 68802
308.382.9210 • Fax 308.382.1154
southlocust@gichamber.com

**SOUTH LOCUST STREET BUSINESS IMPROVEMENT DISTRICT 2013
FOR FISCAL YEAR 2013-2014**

	2012 Actual	2013 Budget	2013 Forecast	2014 Budget	2015 Budget	2016 Budget
Front Footage	9,814	9,814	9,814	9,814	9,814	9,814
	6.00	4.88	4.88	7.00	7.15	7.25
Budgeted Revenue		47,861		68,698	70,170	71,152
REVENUE						
Account						
74140 Special Assessments	59,921	47,892	47,892	68,698	70,170	71,152
74787 Interest Revenue	13	-	-	-	-	-
74795 Other Revenue	-	-	-	-	-	-
Carry Over						
TOTAL REVENUE	59,934	47,892	47,892	68,698	70,170	71,152
APPROPRIATIONS						
Contract Services	28,416	32,000	32,000	36,000	37,000	38,000
Printing & Binding Services	37	-	-	-	-	-
Snow & Ice Removal	950	2,000	2,000	2,000	2,000	2,000
Other Professional & Tech.	-	-	-	-	-	-
Utility Services	6,197	7,000	7,000	7,000	7,000	7,000
Repair & Maint - Land Improv	22,521	9,300	9,300	18,500	18,680	18,865
Repair & Maint - M & E	-	-	-	-	-	-
Other Property Services	-	-	-	-	-	-
Postage	127	250	250	250	250	250
Advertising	-	-	-	-	-	-
Legal Notices	400	500	500	750	750	750
Other Expenditures	-	-	-	-	1,500	975
Office Supplies	-	-	-	-	-	-
Trees & Shrubs	-	-	-	2,000	2,000	2,000
Other General Supplies	-	-	-	-	-	-
Land Improvements	-	-	-	1,500	1,500	1,500
TOTAL OPERATING EXPENSE	58,648	51,050	51,050	68,000	70,680	71,340
ANNUAL EXCESS/(LOSS)	1,286	(3,158)	(3,158)	698	(510)	(188)
Beginning Cash Balance	4,406	5,692	5,692	2,534	3,232	2,722
Revenues	59,934	47,892	47,892	68,698	70,170	71,152
Expenditures	58,648	51,050	51,050	68,000	70,680	71,340
Ending Cash Balance	5,692	2,534	2,534	3,232	2,722	2,534



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

July 11, 2013

Honorable Jay Vavricek, Mayor
and Members of the Council
100 E. 1st Street
Grand Island NE 68801

Dear Mayor and Members of the Council:

**RE: Creation of South Locust Business Improvement District 2013 in the City Of
Grand Island. (C-17-2013GI)**

At the regular meeting of the Regional Planning Commission, held July 10, 2013 the
above item was considered. This item proposes to create a Business Improvement
District for South Locust in Grand Island. This South Locust BID 2013 would replace the
existing BID 7 that is set to expire later this year (September 2013).

No members of the public spoke for or against this item.

Following further discussion a motion was made by McCarty and seconded by Connelly
to recommend the City Council approve the creation of South Locust Business
Improvement District 2013, in the City Of Grand Island.

A roll call vote was taken and the motion passed unanimously with 9 members present
voting in favor (McCarty, Amick, Ruge, Reynolds, Snodgrass, Connelly, Eriksen,
Bredthauer and Haskins).

Yours truly,

Chad Nabity AICP
Planning Director

cc: City Attorney
Director of Public Works
Director of Utilities
Director of Building Inspections

RESOLUTION 2013-251

WHEREAS, the Business Improvement Board for South Locust Business Improvement District has recommended that the City of Grand Island create a business improvement district along South Locust Street with boundaries in the form hereinafter set forth; and

WHEREAS, on July 10, 2013, the Regional Planning Commission recommended approval of the creation of such a business improvement district, and

WHEREAS, the City Council has determined that a public hearing should be held on the proposed business improvement district.

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

1. The proposed boundaries of the South Locust Business Improvement District are described as follows:

Beginning at the Southeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence West on the South line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Two Hundred Feet (200'); thence Northerly on a line Two Hundred Feet (200') West of and parallel to the East line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the North line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence East on the North line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the Northeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence continuing East on the North line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Three Hundred Seventy-Five Feet (375'); thence South on a line Three Hundred Seventy-Five Feet (375') East of and parallel to the West line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the South line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence West on the South line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Three Hundred Seventy-Five Feet (375') to the point of beginning.

2. The proposed district shall be considered in a public hearing before the City Council on August 13, 2013, at 7:00 p.m. in the Council Chambers at City Hall in Grand Island, Nebraska.
3. The proposed public facility and improvements to be made and maintained within the proposed district shall include: maintenance and improvement of the landscaped

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

greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trees, shrubs and grass and other decorative improvements; snow removal from sidewalks parallel of S. Locust; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses that accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district.

4. The estimated three-year assessment revenue for the South Locust Business Improvement District 2013 improvements and facilities as stated in paragraph 3 above are \$210,906. The proposed method by which the revenue shall be raised is by special assessment.
5. The proposed special assessment method by which the revenue shall be raised shall be fair and equitable and shall be based upon the special benefit to the property within the district.
6. A copy of this resolution of intention shall be published one time in the *Grand Island Independent*, and a copy shall be mailed to each owner of the taxable property as shown by the latest rolls of the Hall county Treasurer.

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item I-6

#2013-252 - Approving Acceptance of Grand Island as U.S. Dept. of Housing and Urban Development Entitlement Grantee

Staff Contact: Marco Floreani

RESOLUTION 2013-252

WHEREAS, the City of Grand Island, Nebraska, as a designated Metropolitan Statistical Area (MSA), is an eligible unit of a general local government authorized to accept status as an U.S. Department of Housing and Urban Development (HUD) Entitlement Grantee; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has identified Grand Island as a MSA and offered the City of Grand Island entitlement status; and

WHEREAS, the City of Grand Island may accept or defer entitlement status; and

WHEREAS the City must notify HUD, in writing, by September 7, 2013 with intentions to accept or defer entitlement status.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to accept status as a HUD entitlement grantee; and

The Mayor is hereby authorized and directed to execute such grant applications and other documentation on behalf of the City of Grand Island for such grant process.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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

Council Agenda Memo

From: Marco Floreani, Community Development Administrator

Meeting: July 23, 2013

Subject: Approving Acceptance of Grand Island as U.S. Dept. of Housing and Urban Development Entitlement Grantee

Item #'s: I-6

Presenter(s): Marco Floreani, Community Development Administrator

Background

In a letter addressed to Mayor Vavricek, dated June 3, 2013, the City of Grand Island was identified as a potential entitlement grantee for the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program (CDBG) in fiscal year 2015. As a Metropolitan Statistical Area (metropolitan cities with populations over 50,000), Grand Island has the opportunity to accept status as an entitlement grantee for the 2015 fiscal year or defer status.

Discussion

The City of Grand Island has two options in regards to CDBG funding, accept status as an entitlement grantee or defer status as an entitlement program grantee and continue participating through the State CDBG program. The City must notify HUD, in writing, by September 7, 2013 with intentions to accept or defer entitlement status. Should the City choose to accept, the letter to HUD must provide the start date for the City's CDBG program. City staff recommends that the program year coincide with the City's fiscal year of October 1st 2014. The program year will be used to set submission dates for the required planning and reporting documents and set timelines for the expenditure of CDBG funds. The CDBG funding the City will receive will vary depending on the federal budget approved by Congress. HUD's 2014 entitlement funding estimate for Grand Island is \$366,214.00.

As an entitlement community, the City of Grand Island would receive funds directly from HUD on an annual formula basis. As an entitlement grantee, the City would report directly to HUD and be responsible for all grant administration. The entitlement program funds do not require a local match for CDBG funds, whereas the Nebraska Department of

Economic Development Program CDBG funds typically requires a local match of at least 25 percent.

After notifying HUD of the City's intention to participate, Grand Island must develop and submit a Consolidated Plan. The Consolidated Plan acts as the City's comprehensive planning document under the CDBG program. The Consolidated Plan must be received by the Omaha HUD field office 45 days prior to the program year start date of October 1, 2014. In addition to the Consolidated Plan, the City will also develop and follow a detailed citizen participation plan. The plan should provide opportunities for citizens to participate in the development of the Consolidated Plan and the way CDBG funds are used in the community.

Alternatives

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

1. Approve and accept status as an HUD entitlement grantee and authorize the Mayor to sign all related documents.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that Council approves and accepts status for Grand Island as an HUD entitlement grantee and authorize the Mayor to sign all related documents

Sample Motion

Move to approve status for Grand Island as an HUD entitlement grantee and authorize the Mayor to sign all related documents.



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item J-1

Approving Payment of Claims for the Period of July 10, 2013 through July 23, 2013

The Claims for the period of July 10, 2013 through July 23, 2013 for a total amount of \$4,165,596.50. A MOTION is in order.

Staff Contact: Jaye Monter



City of Grand Island

Tuesday, July 23, 2013

Council Session

Item X-1

Strategy Session with Respect to Pending Litigation

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Robert Sivick