



City of Grand Island

Tuesday, August 26, 2014

Council Session - Updated

Item E-5

Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (J & B Rentals, LLC)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: August 26, 2014

Subject: Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (J & B Rentals, LLC)

Item #'s: E-5 & G-14

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 developed multi-year replacement plan 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 force main 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. This project is funded by SRF Project No. C317867-01, however easements, legal fees & administrative costs are not reimbursable by these funds.

A phased approach of constructing the North Interceptor is 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 and approval by the City Council. Public utility easements are needed in the North Interceptor Phase II, Part A & B projects 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

A permanent easement is needed from one (1) property owner in these project areas. All documents have been signed and returned by the property owner. Authorization of the document is contingent upon City Council approval. Following is a summary of the payments, totaling \$100.00, for the property.

| Tract No | Owner | Legal | Total |
|----------|--------------------|---|----------|
| 6 | J & B Rentals, LLC | <p>A TRACT OF LAND COMPRISING PART OF LOT TWO (2) NORWOOD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHWEST CORNER OF SAID LOT TWO (2); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT TWO (2) A DISTANCE OF 85.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTH 85.00 FEET OF SAID LOT TWO (2) A DISTANCE OF 62.00 FEET; THENCE SOUTHERWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT TWO (2), SAID POINT BEING 122.73 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT TWO (2); THENCE NORTHELRY ALONG SAID WEST LINE OF LOT TWO (2) A DISTANCE OF 37.73 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,170 SQUARE FEET OR 0.027 ACRES MORE OR LESS.</p> | \$100.00 |
| | | | \$100.00 |

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Permanent Easements, in the amount of \$100.00.

Sample Motion

Move to approve the acquisition of the Easement.

**LOCAL POLITICAL SUBDIVISION ACQUISITION CONTRACT
PERMANENT EASEMENT – LIMITED LIABILITY COMPANY**

- Copies to:
- 1. Owner
- 2. Buyer

Project: North Interceptor Phase II - Capital
 Control No.: _____
 Tract No.: 6

THIS CONTRACT, made and entered into this 22nd day of July, 2014,
 by and between, J & B RENTALS, LLC
 organized and existing under and by virtue of the laws of the State of NEBRASKA
 Address: PO BOX 1042, GRAND ISLAND, NEBRASKA 68801-1042
 hereinafter called the OWNER, and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the BUYER.

PERMANENT EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a Permanent Easement which will be prepared and furnished by the BUYER, to certain real estate described in:

SEE ATTACHED EXHIBIT "A"

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Permanent Easement(s) and to pay, therefore, upon the delivery of said executed Permanent Easement Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

| | | | | | | | | |
|------------------------------------|-----------------|------------------|-----------|-------------|--------------|-----------|---------------|---------------|
| Approximately | <u>1,170.00</u> | SF at | <u>\$</u> | <u>0.20</u> | per SF x 25% | <u>\$</u> | <u>100.00</u> | @ |
| Approximately | | acres at | <u>\$</u> | | per acre | <u>\$</u> | | |
| Approximately | | acres at | <u>\$</u> | | per acre | <u>\$</u> | | |
| Moving and replacing approximately | | rods of fence at | <u>\$</u> | | per rod | <u>\$</u> | | |
| Moving and replacing approximately | | rods of fence at | <u>\$</u> | | per rod | <u>\$</u> | | |
| Other Damages: | | | | | | <u>\$</u> | | |
| TOTAL | | | | | | | \$ | 100.00 |

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 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 OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

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

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.

OWNER: **J & B RENTALS, LLC**
Limited Liability Company

By *Juliana K. Miller* member
Managing Partner

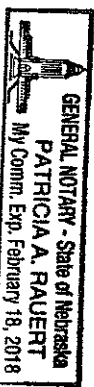
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA _____)
COUNTY OF HALL _____) ss.

Dated this *22nd* day of *July*, 2014, before me, a General Notary Public duly commissioned and qualified, came *Juliana K Miller* Managing Partner of J & B Rentals, LLC, a Nebraska Limited Liability Company, to me personally known to be the respective officer of said Limited Liability Company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed as such officer and the voluntary act and deed of said Limited Liability Company.

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

Patricia A. Raupert
NOTARY PUBLIC



BUYER: **CITY OF GRAND ISLAND, NEBRASKA**

BY: _____
STATE OF NEBRASKA _____)
COUNTY OF HALL _____) ss.

Dated this _____ day of _____, 2014, before me, a General Notary Public, duly commissioned and qualified, personally came _____ to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

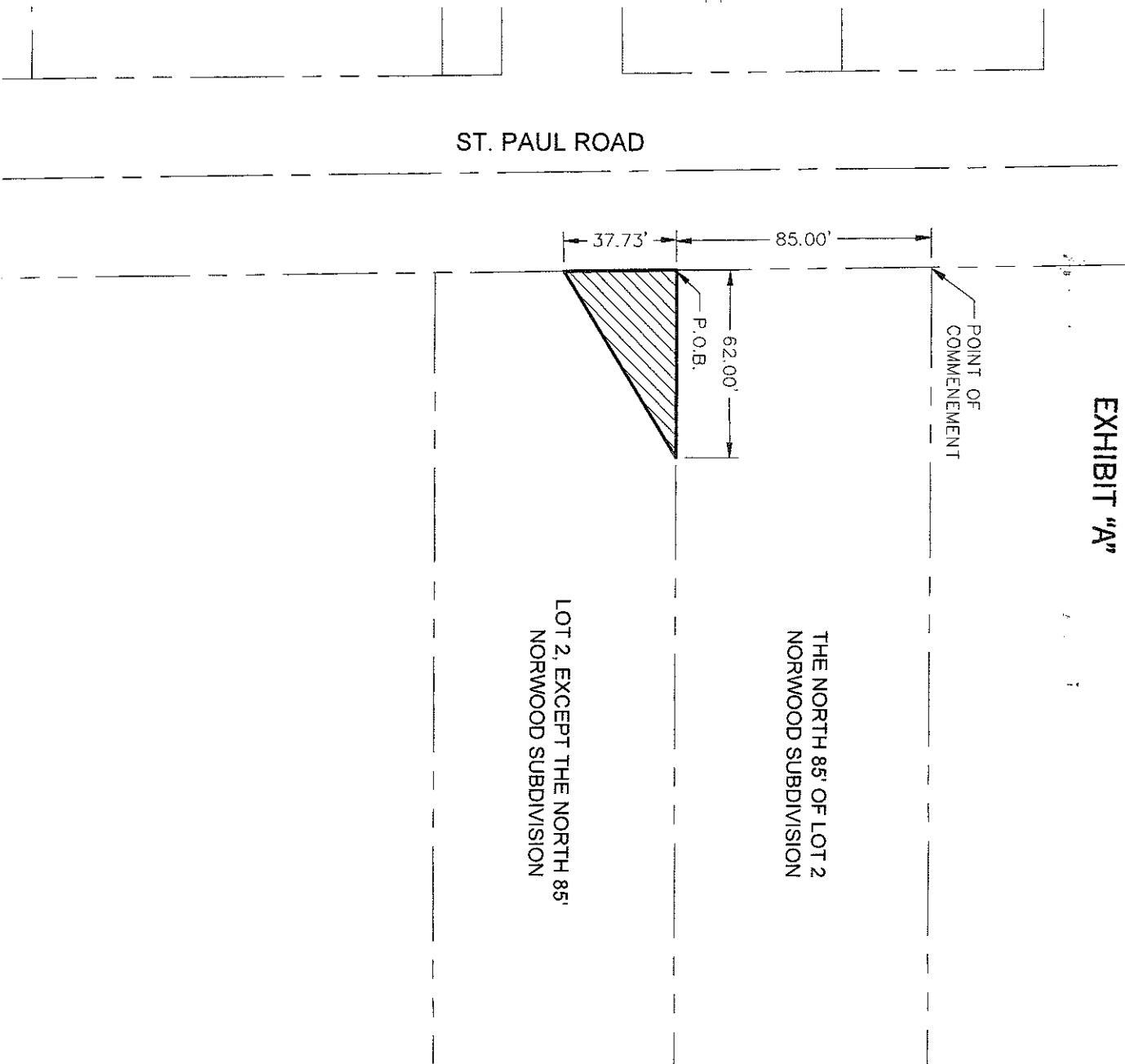
WITNESS my hand and Notarial Seal the day and year above written.
(SEAL)

NOTARY PUBLIC

EXHIBIT "A"



NO SCALE



LEGAL DESCRIPTION OF PERMANENT EASEMENT

A TRACT OF LAND COMPRISING PART OF LOT TWO (2) NORWOOD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT TWO (2); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT TWO (2) A DISTANCE OF 85.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTH 85.00 FEET OF SAID LOT TWO (2) A DISTANCE OF 62.00 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT TWO (2), SAID POINT BEING 122.73 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT TWO (2); THENCE NORTHERLY ALONG SAID WEST LINE OF LOT TWO (2) A DISTANCE OF 37.73 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,170 SQUARE FEET OR 0.027 ACRES MORE OR LESS.

USER: lhusted

112347_Phase 2 XBASE

XREFS: 112347_Phase 2 PBASE

DWG: F:\Projects\011-2347\MUNI Phase 2\Easement Exhibits\112347_ESMT05-J&B RENTALS.dwg

DATE: Mar 27, 2014 4:48pm

PROJECT NO: 011-2347
 DRAWN BY: LH
 DATE: 03/26/2014


CITY OF GRAND ISLAND
EASEMENT



201 E. 2ND STREET
 PO BOX 1072
 GRAND ISLAND, NE 68801
 TEL 308.394.8750
 FAX 308.394.8752

EXHIBIT

A

 PERMANENT EASEMENT