



# City of Grand Island

Tuesday, April 26, 2005

Council Session

## Item G15

**#2005-126 - Approving Agreement for Construction Occupancy - T  
& E Cattle Company and Utilities Department**

Staff Contact: Gary R. Mader

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director

**Meeting:** April 26, 2005

**Subject:** Agreement for Construction Occupancy – T & E Cattle Company

**Item #'s:** G-15

**Presenter(s):** Gary R. Mader, Utilities Director

## **Background**

The Water Department is expanding the pumping capacity of the Rogers Reservoir pump station located at the intersection of Old Potash Highway and North Road. In order to utilize the increased pumping capacity, a large diameter trunk line is needed running north from the pump station. The trunk line is budgeted for this fiscal year as a part of the pumping station project. A temporary construction easement will be needed to allow that construction.

Nebraska State law requires the acquisition of property must be approved by City Council. The Utilities Department needs to acquire the temporary construction easement on the property of T & E Cattle Company. The construction easement would be along North Road, east of the large storm water channel, extending from Old Potash Highway to Faidley Avenue. The proposed construction easement is 40' wide, and adjacent to the property the City previously acquired for the installation of the storm water channel and the water line.

## **Discussion**

A 24" water trunk line is proposed to be installed in the City property along North Road. But an additional temporary construction easement for water line installation will be needed. Also, as part of the agreement for the original acquisition of property for the drainage channel and water line, the top soil was stripped from the property for use by T & E Cattle Company. The top soil is in the area now needed for construction, therefore, it must be moved as part of clearing the construction easement.

The negotiated compensation for the construction easement is \$5,000.00; and as a part of that agreement, relocation of the top soil storage is the responsibility of the property owner.

### **Alternatives**

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

1. Move to approve the Agreement for Construction Occupancy with the T & E Cattle Company
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 enter into the Agreement for Construction Occupancy with T & E Cattle Company so the water main can be installed.

### **Sample Motion**

Motion to approve the agreement for Construction Occupancy with T & E Cattle Company.

## **AGREEMENT FOR 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 T & E Cattle Company, a Nebraska Corporation, herein referred to as "Owner", whether one or more.

### **Recitals**

WHEREAS, the City intends to construct water mains on property owned by Owner, and

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

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 premises to-wit:

#### **TRACT NO. 1**

A forty (40.0) foot wide tract of land comprising a part of the Southwest Quarter (SW1/4) of Section Thirteen (13), Township Eleven (11) North, Range Ten (10) West of the 6th PM, in the city of Grand Island, Hall County, Nebraska, the westerly line being more particularly described as follows: beginning at a point on the northerly right-of-way line of Faidley Avenue, said point being one hundred thirteen (113.0) feet east of the easterly right-of-way line of North Road; thence northerly and parallel with the easterly right-of-way line of said North Road, a distance of three hundred seventy (370.0) feet.

#### **TRACT NO. 2**

A forty (40.0) foot wide tract of land comprising a part of the Southwest Quarter (SW1/4) of Section Thirteen (13), Township Eleven (11) North, Range Ten (10) West of the 6th PM, in the city of Grand Island, Hall County, Nebraska, the westerly line being more particularly described as follows: beginning at a point on the southerly right-of-way line of Faidley Avenue, said point being one hundred thirteen (113.0) feet east of the easterly right-of-way line of North Road; thence southerly and parallel with the easterly right-of-way line of said North Road, a distance of one thousand seven hundred twelve and seven tenths (1,712.7) feet more or less.

Both tracts containing a combined total of 1.91 acres, more or less, and as depicted on the plat dated 3/17/2005, marked Exhibit "A", attached hereto.

to do such work as may be necessary and/or appropriate for the construction of water mains 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, trees, bushes,

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 upon execution of this agreement and continuing until the construction work for Water Main District 449T has been completed. The City shall provide reasonable notification on the schedule of commencement and completion of operations.

Section Three  
**Compensation**

The compensation for the Agreement for Construction Occupancy shall be \$ 5,000.00, which the Owner hereby agrees to accept as full payment for the use of the above described property in accordance with this agreement.

Section Four  
**Restoration of Area**

The City agrees that prior to construction, the topsoil shall be salvaged. Topsoil shall consist of friable surface soil up to one (1) foot in depth. Topsoil shall be removed from the designated areas and shall be stockpiled at approved locations. After project operations have been completed, as reasonably practical, the topsoil shall be replaced and restored to the grade prior to construction.

Section Five  
**Stockpiled Dirt**

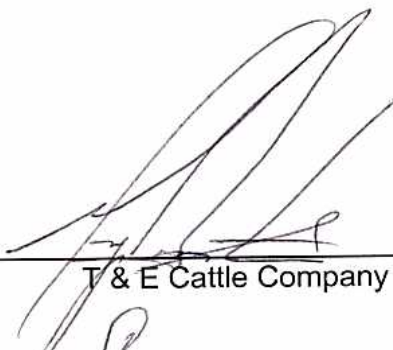
The Owner agrees that within thirty (30) days of this agreement, the premises shall be cleared and the stockpiled dirt removed from the construction limits.


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

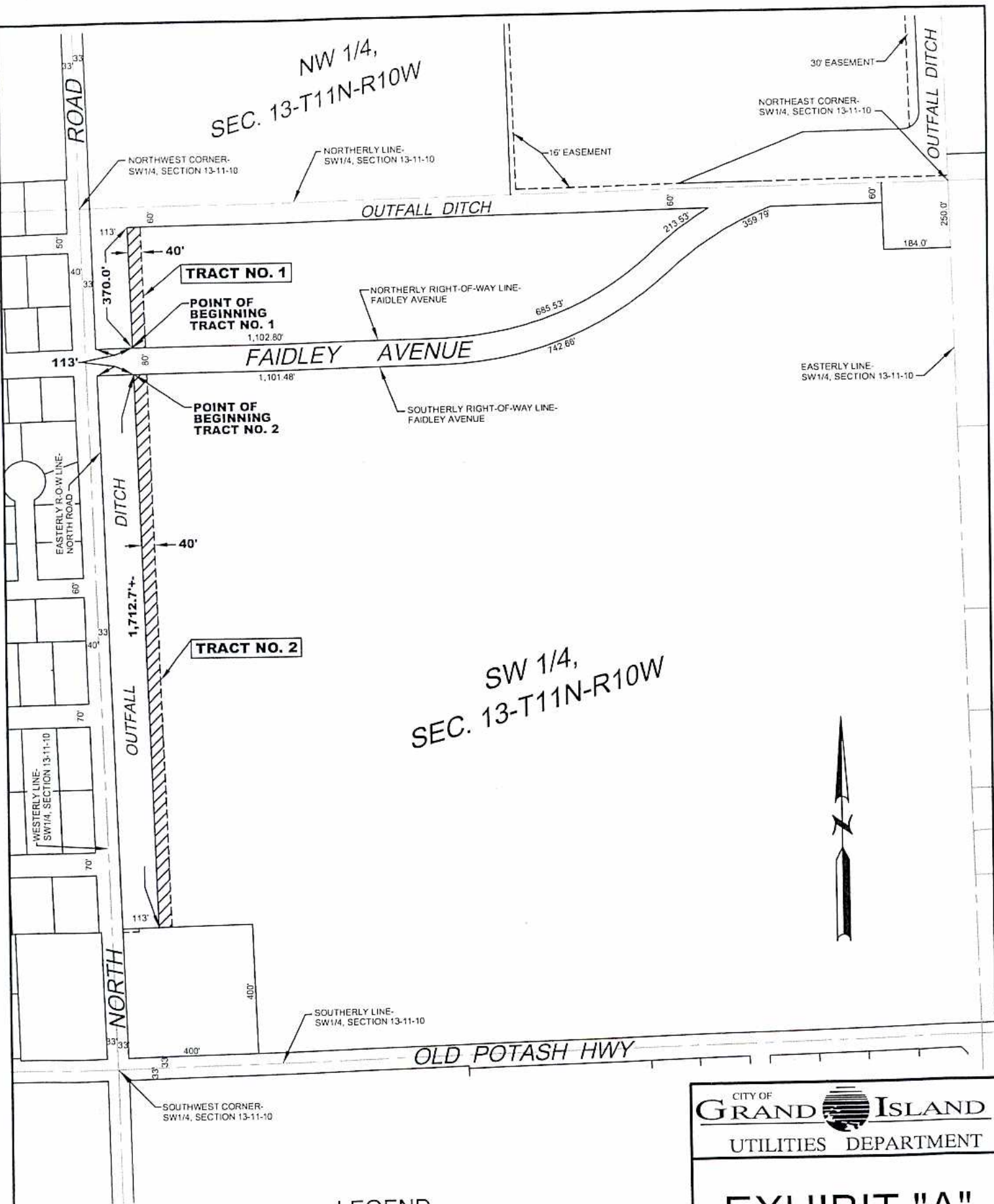
CITY OF GRAND ISLAND, NEBRASKA,  
a Municipal Corporation

By \_\_\_\_\_  
Mayor

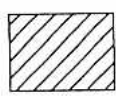
Attest: \_\_\_\_\_  
City Clerk

By  \_\_\_\_\_  
T & E Cattle Company

Title:  \_\_\_\_\_



LEGEND

 INDICATES 40' WIDE TRACT FOR CONSTRUCTION OCCUPANCY

CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
DRN BY: K.J.M.	SCALE: 1" = 400'
DATE: 3/17/2005	FILE: W M 449T

RESOLUTION 2005-126

WHEREAS, a construction easement is required by the City of Grand Island, from T & E Cattle Company, a Nebraska corporation, to construct Water Main District No. 449T on such property comprising a part of the Southwest Quarter (SW1/4) of Section Thirteen (13), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Tract No. 1:

A forty (40.0) foot wide tract of land, the westerly line being more particularly described as follows: Beginning at a point on the northerly right-of-way line of Faidley Avenue, said point being one hundred thirteen (113.0) feet east of the easterly right-of-way line of North Road; thence northerly and parallel with the easterly right-of-way line of said North Road, a distance of three hundred seventy (370.0) feet.

Tract No. 2:

A forth (40.0) foot wide tract of land, the westerly line being more particularly described as follows: Beginning at a point on the southerly right-of-way line of Faidley Avenue, said point being one hundred thirteen (113.0) feet east of the easterly right-of-way line of North Road; thence southerly and parallel with the easterly right-of-way line of said North Road, a distance of one thousand seven hundred twelve and seven tenths (1,712.7) feet more or less.

Both tracts containing a combined total of 1.91 acres, more or less, as shown on the plat dated March 17, 2005, marked Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, top soil will need to be moved from the construction easement area in preparation of the installation of water mains and appurtenances, and replaced and restored after the construction is complete; and

WHEREAS, an Agreement for Construction Occupancy has been reviewed and approved by the City Attorney.

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 an Agreement for Construction Occupancy with T & E Cattle Company, a Nebraska corporation, on the above-described tract of land.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2005.

Approved as to Form	☐ _____
April 20, 2005	☐ City Attorney

RaNae Edwards, City Clerk