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# City of Grand Island



## Tuesday, January 11, 2022 Council Session Agenda

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### **City Council:**

**Jason Conley**  
**Michelle Fitzke**  
**Bethany Guzinski**  
**Chuck Haase**  
**Maggie Mendoza**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**Justin Scott**  
**Mark Stelk**

### **Mayor:**

**Roger G. Steele**

### **City Administrator:**

**Jerry Janulewicz**

### **City Clerk:**

**RaNae Edwards**

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**7:00 PM**

**Council Chambers - City Hall**  
**100 East 1st Street, Grand Island, NE 68801**

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## Call to Order

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

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

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**Invocation - Pastor Kelly Karges, Trinity United Methodist Church, 511 North Elm Street**

**Pledge of Allegiance**

**Roll Call**

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### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

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

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

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



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item E-1

### **Public Hearing on Acquisition of Utility Easement - 1601 S. Locust Street (Bosselman Real Estate, LLC)**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** January 11, 2022

**Subject:** Acquisition of Utility Easement – 1601 S. Locust Street –  
Bosselman Real Estate, LLC

**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 utility easement relative to the property of Bosselman Real Estate, LLC, through a part of Lot Three (3), Bosselman Business Park Subdivision, in the City of Grand Island, Hall County, Nebraska (1601 S. Locust Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Bosselman Real Estate, LLC has requested an electrical service for the new Starbucks building located at 1601 S. Locust Street. To accommodate the new electrical service, the city will need to install a 150 KVA transformer and 620 linear.feet of 4” PVC conduit with 1/0 cable. The proposed easement will allow the Department to install, access, operate, and maintain the electrical infrastructure at this location.

## **Alternatives**

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

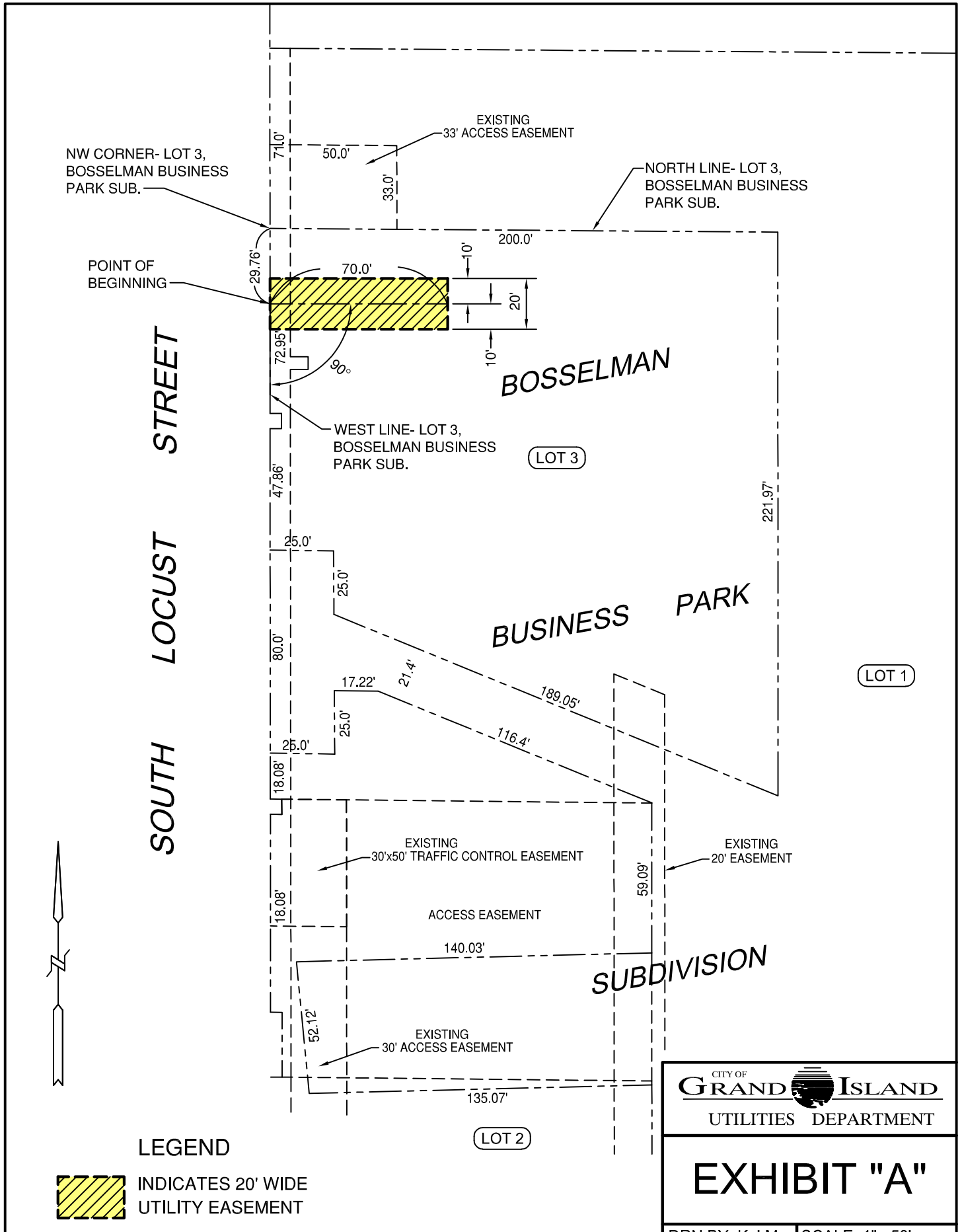
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.



NW CORNER- LOT 3,  
BOSELMAN BUSINESS  
PARK SUB.

POINT OF  
BEGINNING

**SOUTH LOCUST STREET**

EXISTING  
33' ACCESS EASEMENT

NORTH LINE- LOT 3,  
BOSELMAN BUSINESS  
PARK SUB.

**BOSELMAN**

WEST LINE- LOT 3,  
BOSELMAN BUSINESS  
PARK SUB.

LOT 3

**BUSINESS PARK**

LOT 1

EXISTING  
30'x50' TRAFFIC CONTROL EASEMENT

EXISTING  
20' EASEMENT

ACCESS EASEMENT

**SUBDIVISION**

EXISTING  
30' ACCESS EASEMENT

LOT 2

CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

**EXHIBIT "A"**



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item E-2

**Public Hearing on Redevelopment Plan for CRA No. 6 for  
Property located North of State Street and West of Wheeler  
Avenue (Mesner Development Co.)**

*Council action will take place under Resolutions item I-1.*

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Chad Nabity, AICP  
**Meeting:** January 11, 2022  
**Subject:** Site Specific Redevelopment Plan for CRA Area #6  
**Presenter(s):** Chad Nabity, AICP CRA Director

## Background

Mesner Development has submitted an application for tax increment financing to aid in the redevelopment of this property north of State Street and west of Wheeler Avenue by Blessed Sacrament Church and the Five Point Super Saver. The intended use of the property is 60 to 70 units of attached single family townhomes. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on November 10, 2021 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on December 1, 2021. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on December 1, 2021. The Planning Commission approved Resolution 2022-03 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 375 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

## Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #6 and authorizes the CRA to execute a contract for TIF based on the plan

amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for acquisition and redevelopment of age restricted apartments at this location. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of \$1,779,000.

### **Alternatives**

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

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

### **Recommendation**

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

### **Sample Motion**

Move to approve the resolution as submitted.



**Redevelopment Plan Amendment  
Grand Island CRA Area 6  
June 2014 Amended November 2021**

**The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 6 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific ~~infrastructure~~ redevelopment ~~related~~ projects in Area 6.**

**Executive Summary:  
Project Description**

THE ACQUISITION OF PROPERTY AT FIVE POINTS EAST OF BROADWELL AVENUE AND NORTH OF STATE STREET BY THE DEVELOPER AND SUBSEQUENT SITE PREPARATION, DEMOLITION, UTILITY IMPROVEMENTS, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR BUILDING A NEW GROCERY STORE, ~~INLINE RETAIL SPACE AND RESTAURANT SPACE RESIDENTIAL DEVELOPMENT INCLUDING UP TO 70 TOWNHOUSES IN 2 AND 3 UNIT CONFIGURATIONS AT THIS THE LOCATION IDENTIFIED.~~

The use of Tax Increment Financing (“TIF”) to aid in the acquisition of property, demolition of existing structures, necessary site work and installation of public utilities and street improvements necessary to redevelop this site. The use of TIF makes it feasible to complete all of the phases of the proposed project within the timeline presented. This project could not be completed without the use of TIF.

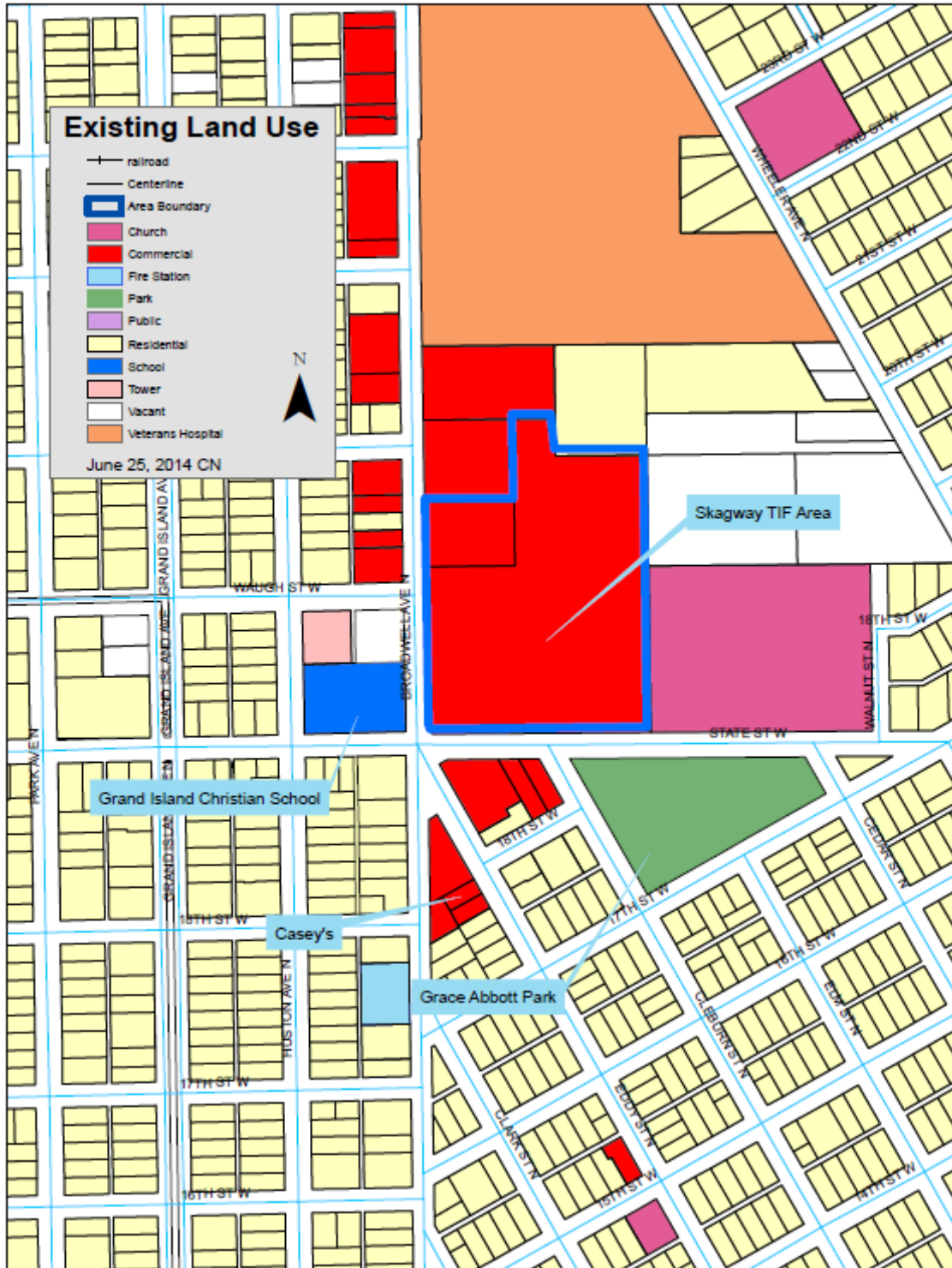
The acquisition, site work and construction of all improvements will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2016 towards the allowable costs and associated financing for the acquisition and site work for the development of the grocery store. ~~The CRA intends to pledge the ad valorem taxes generated up to 15 years for each of the proposed townhomes on the expanded site.~~

**TAX INCREMENT FINANCING TO PAY FOR THE ACQUISITION OF THE PROPERTY AND RELATED SITE WORK WILL COME FROM THE FOLLOWING REAL PROPERTY:**

**Property Description (the “Redevelopment Project Area”)**

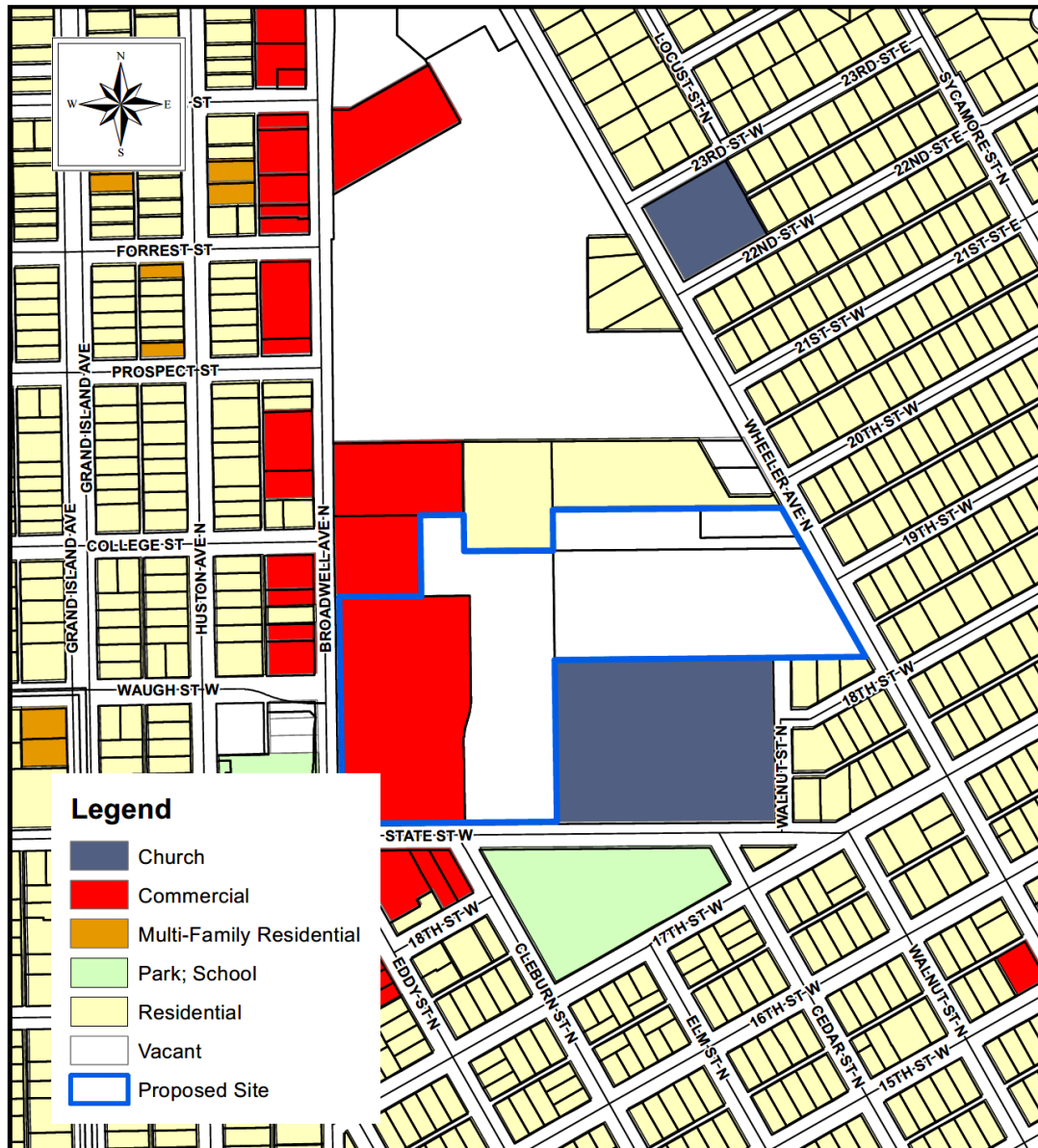
This property is located at the northeast corner of Broadwell Avenue and State Street in northeast Grand Island including the attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** ~~Lot 3 of Skag-Way Subdivision and Lot 1 of Skag-Way Second Subdivision.~~ Grocery Store on Lot 1 of Skag-Way Fourth Subdivision, Townhomes to be developed on Lot 2 of Skag-Way Fourth Subdivision, Lots 1 and 2 of Natrass Subdivsion and Lot 9 of Home Subdivision



**Original Redevelopment Plan Area**

## PROPOSED SITE EXISTING LAND USE MAP



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

Scale: NONE  
For Illustration Purposes

Existing Land Use Map as Amended November 2021

**The tax increment will be captured for the tax years the payments for which become delinquent in years 2017 through 2030 inclusive on the grocery store. It is anticipated that the increment on the townhouses will be capture over a period not to exceed 20 years with no portion extending over 15 years beginning in 2023.**

**The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of new commercial space on this property.**

**Statutory Pledge of Taxes.**

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2016 for the grocery store and as determined by the contract for the townhouses.

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

**1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on October 9, 2007.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.**

**2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]**

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to acquire the necessary property and provide the necessary site work for the construction of a permitted use on this property. The Hall County Regional Planning Commission held a public hearing at their meeting on December 1, 2021 and passed Resolution 2022-3 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District. The school district was notified of this plan amendment at the time it was submitted to the CRA for initial consideration.

**3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]**

***a. Land Acquisition:***

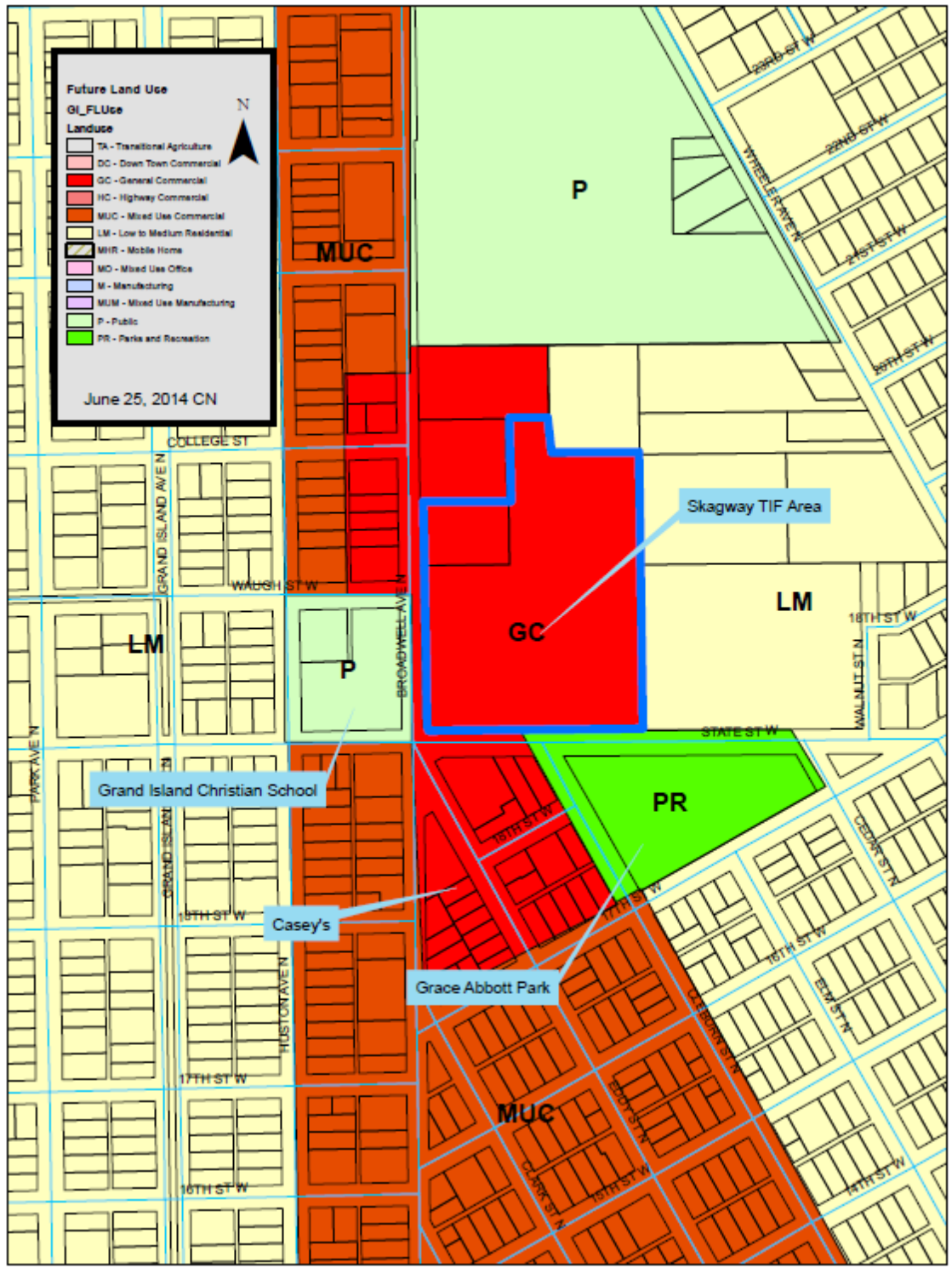
The Redevelopment Plan for Area 6 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority. The applicant will be acquiring the property from the current owner.

***b. Demolition and Removal of Structures:***

The project to be implemented with this plan does intend several structures along on the subject property to be removed or demolished. The structures to be demolished are all non-residential in nature and use. **No additional structures will need to be demolished for the development of the townhouses.**

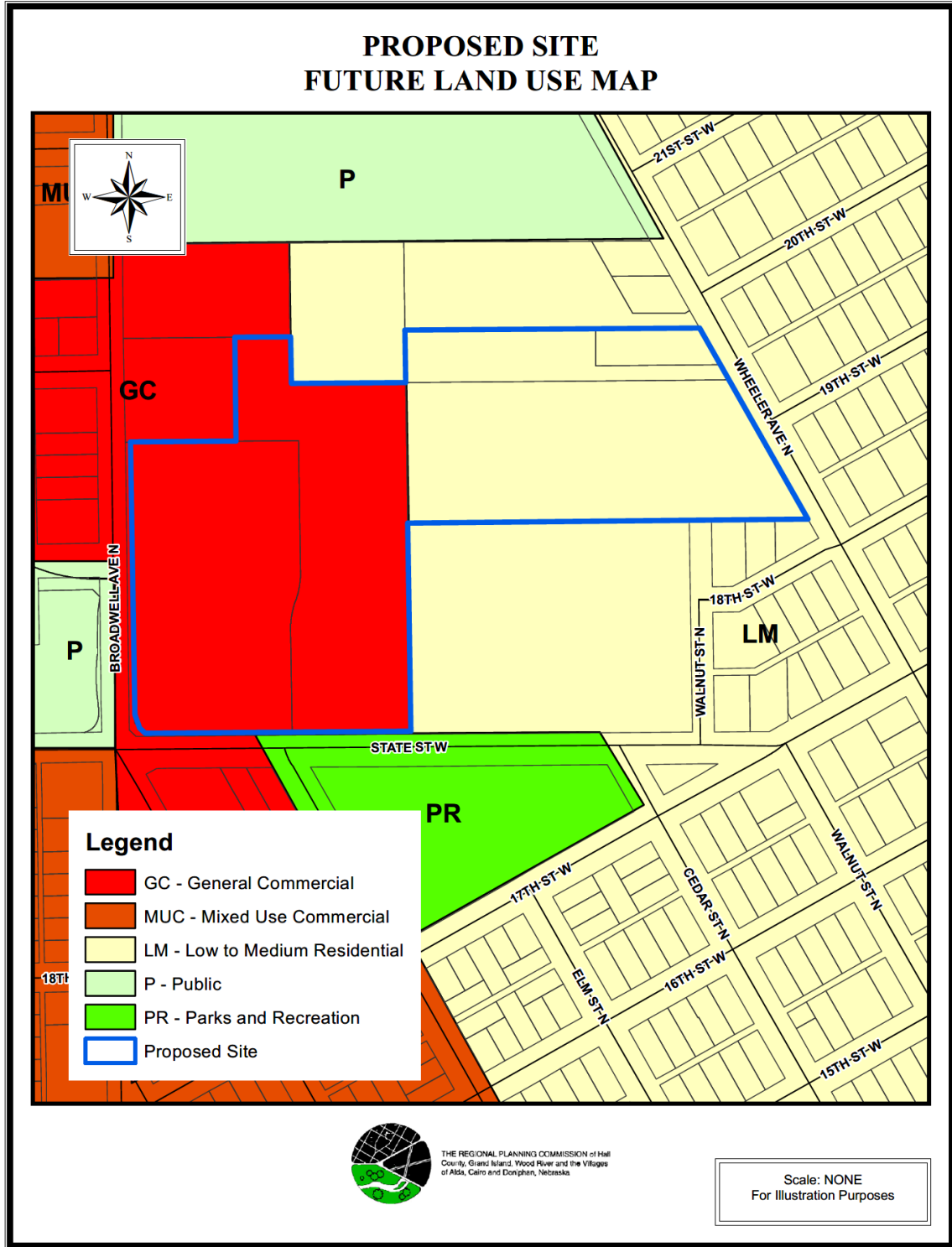
***c. Future Land Use Plan***

See the attached map from the 2004 Grand Island Comprehensive Plan. The site is planned for commercial development. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map from Original Plan

## PROPOSED SITE FUTURE LAND USE MAP



City of Grand Island Future Land Use Map for Amended Area

*d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.*



The area is zoned B2- General Business zone, R2 Low Density Residential and R3 Medium Density Residential. ~~No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades.~~ The property identified for the townhouse development will likely be changed to an R3 Medium Density Residential District or R3-SL Medium Density Small Lot District and a street will be extended through the development between State Street and Wheeler Avenue. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

*e. Site Coverage and Intensity of Use*

The developer is proposing remove all of the structures on the subject property in two phases. The buildings on Lot 3 of Skag-Way Subdivision will be demolished and a new grocery store will be constructed at that location, fuel pumps will be added near Broadwell Avenue and after the construction of the new store the old store will be demolished and the site will be prepared for additional retail and restaurant space to be constructed at a time when the market allows for said construction. The property is zoned B2 and could accommodate a building of up to 100% of the property. ~~The area east of the grocery store identified for townhouse development in this plan would be rezoned to accommodate the development of the townhomes. An R3 or R3-SL zoning district would allow up to 50% of each lot to be developed with buildings.~~ [§18-2103(b) and §18-2111]

*f. Additional Public Facilities or Utilities*

Sewer and water are available to support this development. Water mains will have to be extended throughout the site to support the configuration of the proposed development. New water and sewer services may be required for this building. ~~Water mains and sewer mains will need to be extended for the townhouse development. Electric service will also need to be extended through the area.~~

The developer will be responsible for replacing any sidewalks damaged during construction of the project.

No other utilities would be impacted by the development. [§18-2103(b) and §18-2111]

**4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This amendment does not provide for acquisition of any residences and therefore, no relocation is contemplated. [§18-2103.02]**

**5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]**

Barry Sandstrom, Chairman of the Grand Island Community Redevelopment Authority, is President of Home Federal Bank in Grand Island and Home Federal has a branch office and an ATM on the property. Mr. Sandstrom will recuse himself from action on this

application. As of this amendment, Mr. Sandstrom is no longer a member of the CRA and no members of the CRA or employees hold any interest in this project.

**6. Section 18-2114 of the Act requires that the Authority consider:**

***a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.***

The developer is proposing to purchase this property for redevelopment for \$2,600,000 in October of 2014 provided that TIF is available for the project as define. The cost of property acquisition is being included as a TIF eligible expense. Costs for site preparation, utility and parking improvements are estimated at \$3,004,953 as related to the demolition and site preparation are included as a TIF eligible expense. It is estimated based on the proposed increased valuation of \$4,416,000 will result in \$1,600,000 of increment generated over a 15 year period, substantially less than the TIF allowable expenses.

Mesner Development will be acquiring the property identified for townhouses as part of the eligible activities for this development. The TIF granted on the first project did not cover the full cost of acquisition so the cost of Lot 2 of Skag-Way Fourth Subdivision can be included as an eligible expense with the other properties that make this project feasible.

No property will be transferred to redevelopers by the Authority. The developer will provide and secure all necessary financing.

***b. Statement of proposed method of financing the redevelopment project.***

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$1,600,000 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2016 through December 2030 for the grocery store phase of this project.

The developer will provide all necessary financing for the townhouse phase of the project as described in this amended plan. The Authority will assist the project by granting the sum of \$1,779,000 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2023 through December 2043

***c. Statement of feasible method of relocating displaced families.***

No families will be displaced as a result of this plan.

## **7. Section 18-2113 of the Act requires:**

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of and redevelopment of commercial lots. This will not significantly impact traffic at the Five Points intersection. New commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. **New residential construction between the grocery store and Wheeler Avenue north of Blessed Sacrament Church will utilize property that has been in the City Limits and largely vacant for more than 60 years. This is infill development of housing near community services such as banking, groceries, churches and existing parks.**

## **8. Time Frame for Development**

Development of phase one of this project (including construction of the new grocery store) is anticipated to be completed between October of 2014 and October of 2015. Demolition of the existing Skagway store and preparation of the eastern portion of the site for further development will occur after the opening of the new store. Excess valuation should be available for this project for 15 years beginning with the 2016 tax year. **Phase one of the project was completed as expected. Phase two including in line retail and restaurant uses did not materialize as marketability of this property for those purposes was not feasible. This amended plan would allow phase two to include development of up to 70 townhouses and include additional property that was not in the original plan.**

## **9. Justification of Project**

Skagway has been a commercial anchor for the Five Points neighborhood since the 1950's. This redevelopment and reinvestment by AWG at this location represents a great

opportunity to strengthen and sustain this neighborhood commercial development. This is infill development in an area with all city services available. This project does not propose to tear down any buildings with historic value.

Phase two of this project as shown in this amended plan would add up to 70 townhouses some potentially developed with low income housing tax credits. This would transition the commercial node at the Five Points intersection with the residential to the north and east of the site and provide needed housing in the community as infill development using vacant property with the ability to extend services. At this time housing is a critical need in Grand Island and across the state of Nebraska.

**10. Cost Benefit Analysis** Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Grand Island has analyzed the costs and benefits of the proposed AWG-Skagway North Redevelopment Project, including:

**Project Sources and Uses.** Approximately \$1,600,000.00 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$14,430,000.00 in private sector financing; a private investment of \$9.02 for every TIF dollar investment.

<b>Use of Funds.</b>			
<b>Description</b>	<b>TIF Funds</b>	<b>Private Funds</b>	<b>Total</b>
Site Acquisition	\$1,600,000	\$1,000,000	\$2,600,000
Site preparation		\$3,004,953	
Legal and Plan			
Building Costs			
Phase 1		\$4,725,000	\$4,725,000
Phase 2		\$3,000,000	\$3,000,000
Fuel Center		\$500,000	\$500,000
Personal Property		\$1,000,000	\$1,000,000
Soft Costs		\$1,200,000	\$1,200,000
<b>TOTALS</b>	<b>\$1,600,000</b>	<b>\$14,429,953</b>	<b>\$16,029,953</b>

**Project Sources and Uses Phase 2.** Approximately \$1,779,000.00 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$14,609,018 in private sector financing; a private investment of \$8.25 for every TIF dollar investment.

<b>Use of Funds.</b>	<b>Source of Funds</b>		
<b>Description</b>	<b>TIF Funds</b>	<b>Private Funds</b>	<b>Total</b>
Site Acquisition	\$ 484,000		\$ 484,000
Building Costs			\$ -
Market Rate Units		\$ 6,080,000	\$ 6,080,000
LIHTC Units		\$ 8,529,018	\$ 8,529,018
Sewer	\$ 361,176		\$ 361,176
Water			\$ -
Electric	\$ 72,000		\$ 72,000
Public Streets/Sidewalks	\$ 488,378		\$ 488,378
Site preparation/Dirt Work	\$ 179,000		\$ 179,000
Architecture/Engineering	\$ 80,000		\$ 80,000
Legal/TIF Contract	\$ -		\$ -
Contingency Reserves	\$ 102,855		\$ 102,855
			\$ -
<b>Total</b>	<b>\$ 1,767,409</b>	<b>\$ 14,609,018</b>	<b>\$ 16,376,427</b>

**Tax Revenue Phase 1.** The property to be redeveloped is anticipated to have a January 1, 2014, valuation of approximately \$3,442,551. Based on the 2013 levy this would result in a real property tax of approximately \$75,783. It is anticipated that the assessed value will increase by \$4,416,000, upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$97,200.00 annually adjusted with a 2% appreciation in value for 15 years resulting in \$1,600,000 of increment over the 15 year period. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2014 assessed value:	\$ 3,442,551.00
Estimated value after completion	\$ 7,858,035.00
Increment value	\$ 4,415,484.00
Annual TIF generated (estimated)	\$ 97,200.00
TIF bond issue	\$ 1,600,000.00

**Tax Revenue Phase 2.** The property to be redeveloped for townhouses is anticipated to have a January 1, 2021, valuation of approximately \$574,685. Based on the 2020 levy this would result in a real property tax of approximately \$12,508. It is anticipated that the assessed value will increase by \$14,514,333, upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$319,557 annually or an increment of \$4,793,348 over the 15 year period. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2021 assessed value:	\$ 574,685
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Estimated value after completion	\$ 15,089,018
Increment value	\$ 14,514,333*
Annual TIF generated (estimated)	\$ 319,557
TIF bond issue	\$ 1,767,409

\*This is a market rate increment value and if LITHC is used for the project the actual annual revenues generated would likely be reduced by as much as half.

***Phase 1***

***(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;***

The redevelopment project area currently has an estimated valuation of \$3,442,591. The proposed demolition, new parking lot and renovations at this location will result in an additional \$4,415,444 of taxable valuation based on an analysis by the Hall County Assessor’s office. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

***(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;***

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be impacted by this development.

***(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;***

This project will protect and enhance the existing employment within the Project Area by maintaining a grocery store at this location. Additional employment is anticipated with the inline retail and restaurant also proposed at this site. At project stabilization employment is expected to increase to 28 full time equivalent employees. Temporary construction employment will increase during the construction. The construction period is expected to exceed 12 months.

***(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and***

This facility could draw employees from other similar facilities within the City. The latest available labor statistics show that the Grand Island labor pool is 27,961 with a 3.3% unemployment rate<sup>1</sup>.

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<sup>1</sup> <https://networks.nebraska.gov> Labor Force, Employment and Unemployment for Grand Island City in

***(e) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.***

This will provide appropriate development at a key entrance into the City of Grand Island. Five Points is an iconic location in Grand Island. This redevelopment plan will result in substantial new construction in the neighborhood. Skagway has been a key business at the Five Points location for more than 60 years. This site has had a neighborhood grocery store since before the area to the north and east was developed. Redevelopment of this site will preserve this neighborhood commercial district and strengthen and preserve the surrounding residential values.

Personal property in the project is subject to current property tax rates. Personal property for the Project is estimated at \$1,000,000 resulting in an estimated personal property tax for the first year of operations of \$22,000. Personal property tax is not subject to TIF and will be paid to the normal taxing entities. There will additionally be more city sales taxes paid to the city of Grand Island as a result of new taxable sales at the restaurant and inline stores.

***Phase 2***

***(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;***

The redevelopment project area currently has an estimated valuation of \$574,685. The proposed redevelopment at this location will result in an additional \$14,514,333 of taxable valuation based on an analysis by the Hall County Assessor's office. The project creates additional valuation that will support taxing entities long after the project is paid off and provide housing in the next four years.

***(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;***

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. This development may have an impact on the schools in the area as further discussed below. Fire and police protection are available and should not be significantly impacted by this development but all new development does create potential issues for staffing and response.

***(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;***

The proposed project will provide either workforce housing for employees in the area or potentially retirement housing for older citizens of Grand Island that would be moving

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May 2014

out of existing homes making those available to new residents. Housing is a major concern for all expanding employers in the City of Grand Island.

***(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and***

The proposed project will provide either workforce housing for employees in the area or potentially retirement housing for older citizens of Grand Island that would be moving out of existing homes making those available to new residents. Housing is a major concern for all expanding employers in the City of Grand Island.

***(e) Impacts on student populations of school districts within the City or Village:***

**This development will have an impact on the Grand Island School system and will likely result in additional students at both the elementary and secondary school levels.**

The average number of persons per household in Grand Island for 2015 to 2019 according to the American Community Survey is 2.61. 70 additional households would house 182 people. According to the 2010 census 19.2% of the population of Grand Island was over 4 years old and under 18 years old. 2020 census number for this population cohort are not yet available but 27.6% of the 2021 population is less than 18 years of age this is the same percentage as the under 18 age cohort in 2010. If the averages hold it would be expected that there would be an additional 35 school age children generated by this development. Given the nature of the units ( a maximum of 70- 2 bedroom townhomes) proposed these numbers are likely to be significantly less than for detached single family development. If this develops as proposed with at a rate of around 16 unit per year for 4 years approximately 9 children could be added to the school age population every year with this development. These 9 children will likely be spread over the full school age population from elementary to secondary school. According to the National Center for Educational Statistics<sup>2</sup> the 2019-20 enrollment for GIPS was 10,070 students and the cost per student in 2017-18 was \$12,351 of that \$4,653 is generated locally. The Grand Island Public School System was notified on November 4, 2021 that the CRA would be considering this application at their November 10, 2021 meeting.

***(f) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.***

The proposed development will provide workforce housing in the short term. This is infill development that will utilize property within the city limits that has been undeveloped.

**Time Frame for Development**

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Development of phase 1 of this project is anticipated to be completed during between October 2014 and October of 2015. The base tax year should be calculated on the value of the property as of January 1, 2015. Excess valuation should be available for this project for 15 years beginning with the 2016 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$1,600,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the purchase price of the property and estimates of the expenses of renovation activities and associated engineering fees, the developer will spend more than \$5,000,000 on TIF eligible activities.

Development of phase 2 of this project is anticipated to be completed between 2022 and 2025. The base tax year will be set with contract amendments based on the completion of structures. Excess valuation should be available for this project for 15 years beginning with the 2023 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$1,767,409 based upon the anticipated value of the project and current tax rate.



## BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

### Project Redeveloper Information

Business Name:

Mesner Development Co.

Address:

1415 16th St., Suite 200, PO Box 335, Central City, NE 68826

Telephone No.: 308-946-3826

Fax No.: 308-946-3827

Email: cliff@mesnerlaw.com

Contact:

Clifford Mesner

Application Submission Date: \_\_\_\_\_

Brief Description of Applicant's Business:

Mesner Development is a real estate development company, focused on affordable and workforce housing. (See attached business resume.)

Legal Description/Address of Proposed Project

See Attached

Community Redevelopment Area Number

6

Present Ownership Proposed Project Site:

Blessed Sacrament Church, a Nebraska Non-Profit Corporation  
and  
Ken-Ray LLC

Is purchase of the site contingent on Tax Increment Financing Approval? Yes  No

Proposed Project: Building square footage, size of property, description of buildings –  
materials, etc. Please attach site plan, if available.

32 Townhomes in 16 duplexes. Each unit is 1,450 sq. ft. with 2 bedroom, two  
bathroom, 2 car garage.

Subject to LIHTC financing, 38 Townhomes in 6 triplexes. Each unit is 1,120 sq. ft. with  
2 bedroom, single bath and a single car garage. If LIHTC financing is not available this  
will be approximately 24 townhomes in duplex form.

See attached

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ <u>See Attached</u>
B. Building	\$ _____

Construction Costs:

A. Renovation or Building Costs:	\$ _____
B. On-Site Improvements:	
Sewer	\$ _____
Water	\$ _____
Electric	\$ _____
Gas	\$ _____
Public Streets/Sidewalks	\$ _____

Private Streets	\$ _____
Trails	\$ _____
Grading/Dirtwork/Fill	\$ _____
Demolition	\$ _____
Other	\$ _____
<b>Total</b>	<b>\$ _____</b>

Soft Costs:

A. Architectural & Engineering Fees:	\$ _____
B. Financing Fees:	\$ _____
C. Legal	\$ _____
D. Developer Fees:	\$ _____
E. Audit Fees	\$ _____
F. Contingency Reserves:	\$ _____
G. Other (Please Specify)	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

Total Estimated Market Value at Completion: \$ \_\_\_\_\_

Source for Estimated Market Value Comparable sales in Hastings & Norfolk

Source of Financing:

A. Developer Equity:	\$ _____
B. Commercial Bank Loan:	\$ _____
C. Tax Credits:	
1. N.I.F.A.	\$ _____
2. Historic Tax Credits	\$ _____
3. New Market Tax Credits	\$ _____
4. Opportunity Zone	\$ _____
D. Industrial Revenue Bonds:	\$ _____
E. Tax Increment Assistance:	\$ _____
F. Enhanced Employment Area	\$ _____

G. Nebraska Housing Trust Fund \$ \_\_\_\_\_  
 H. Other \$ \_\_\_\_\_

Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

Engineer:  
 Advance Consulting Engineering Services  
 133 W. Washington St., PO Box 218  
 West Point, NE 68788  
 402-372-1923  
 Contractor:

Estimated Real Estate Taxes on Project Site Upon Completion of Project:  
 (Please Show Calculations)

With LIHTC

34 units valued at \$180,000 times a tax levy of 2.1766 is \$3,918 per unit or \$133,208 annually.

32 Low Income Housing Tax Units are taxed differently based on income and will likely produce \$20,000 a year in real estate tax. If Tax units are not built, there will be 24 additional market rate units. If valued at \$180,000 which would produce \$94,029 per year.

Project Construction Schedule:

Construction Start Date:  
Spring 2022

Construction Completion Date:  
2025

If Phased Project:

<u>2022</u>	<u>Year</u>	<u>15</u>	<u>% Complete</u>
<u>2023</u>	<u>Year</u>	<u>45</u>	<u>% Complete</u>
<u>2024</u>	<u>Year</u>	<u>75</u>	<u>% Complete</u>
<u>2025</u>	<u>Year</u>	<u>100</u>	<u>% Complete</u>
<u>          </u>	<u>Year</u>	<u>          </u>	<u>% Complete</u>
<u>          </u>	<u>Year</u>	<u>          </u>	<u>% Complete</u>

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma  
(With Appropriate Schedules)

**TAX INCREMENT FINANCING REQUEST INFORMATION**

Describe Amount and Purpose for Which Tax Increment Financing is Requested:

We are requesting \$1,779,000 for the purchase of land and infrastructure. Total land cost is \$484,000 and the infrastructure costs are estimated at \$1,295,000.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing  
for Proposed Project:

We are proposing to build the same duplex units that we have built in Hasting, Norfolk, Schuyler and Holdrege. In Hastings, Norfolk and Holdrege we received TIF to buy the land and install the infrastructure. In Schuyler, the City provided free lots. Without the use of TIF our lot costs in Grand Island would be approximately, \$35,000 per lot estimating interest costs on a four year build out. If we add \$35,000 to the required sale price with today's construction costs, we don't believe we hit the necessary target price point.

Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

See Attached

Post Office Box 1968  
Grand Island, Nebraska 68802-1968  
Phone: 308 385-5240  
Fax: 308 385-5423  
Email: [cnabity@grand-island.com](mailto:cnabity@grand-island.com)

## DEVELOPER RESUME

CLIFF & KATHY MESNER are attorneys and real estate developers from Central City, Nebraska. They are the owners of Mesner Development Co., Mesner Law Office and Mesner Solar Development Co.

The Mesners have developed affordable and workforce housing projects in Nebraska and Kansas for thirty years. The Mesners have experience in Low Income Housing Tax Credit developments, subdivision development, affordable and market rate housing, multifamily and single family housing, spec housing, student housing, new neighborhoods programs, the workforce housing initiative pilot program and the Rural Workforce Housing Fund. They have worked with local, state and federal agencies to bring housing investment dollars to communities across Nebraska and Kansas.

The Mesners understand the importance of housing to the survival of all communities. Kathy has served many years on the Nebraska Commission on Housing and Homelessness and recently chaired the Housing Industry Council for Blueprint Nebraska.

### **Rural Workforce Housing Fund (RWHF)**

- Mesner Development completed projects for four communities with the first round of RWHF.
  - Schuyler: 24 unit apartment building and 4 duplex townhomes
  - York: two 24 unit apartment buildings
  - Hastings: development of a subdivision including 20 townhomes
  - Holdrege: development of a subdivision including 6 townhomes
- Mesner Development is doing projects in three other communities with funding from the second round of RWHF. (Schuyler, Aurora, Cozad)

### **Low Income Housing Tax Credit (LIHTC)**

- Mesner Development has developed 70 LIHTC projects in Nebraska and Kansas including seven in Grand Island (see attached list)

### **Subdivision Development**

- Mesner Development Co. often opens new subdivisions in conjunction with its LIHTC projects, but has also developed new subdivisions for general market rate housing. Examples would include:
  - LaRue Subdivision a 200 lot subdivision in Grand Island developed with Ray O'Connor
  - NorPark Subdivision opened in 2019 in Norfolk, Nebraska using TIF
  - Osborne View Subdivision opened in Hastings in 2019 with RWHF & TIF
  - Crew Subdivision opened in Holdrege in 2020 with RWHF & TIF

### **Other**

- Student housing for Central Nebraska Community College in Grand Island, Nebraska.
- Single family residential housing in Central City, Nebraska, using CDBG funds and Tax Increment Financing.



- Single family homes in Sidney, NE and Ord, NE using the Nebraska Department of Economic Development New Neighborhoods Initiative, Sales Tax, Tax Increment Financing and private employers contributions.
- Single family homes in Schuyler, NE using NIFA Workforce Housing Initiative Pilot Program.
- Spec homes in Grand Island, NE; Central City, NE; Gothenburg, NE; Sidney, NE; Ord, NE and Schuyler, NE
- Cornerstone Bank building and law office in Central City.
- Hub46 renovation of 25,000 sq ft facility in Central City, NE
- Motel Development in Central City, NE; Tecumseh, NE; Beloit, KS and Larned, KS

LOW INCOME HOUSING TAX CREDIT PROJECTS DEVELOPED BY MESNER DEVELOPMENT CO.

	# of Units	We Manage xxx	Project Name Location	Total Project Costs	Total Tax Credits Used
1	16		Lone Tree Village, Inc. Central City, Nebraska	\$ 896,000.00	\$ 68,750.00
2	8		St. Paul Apartments, Inc. St Paul, Nebraska	\$ 444,100.00	\$ 33,841.00
3	18		Beloit Tax Credit Housing Beloit, Kansas	\$ 1,753,731.00	\$ 145,490.00
4	8		Downs Rentals, LLC Downs, Kansas	\$ 1,371,600.00	\$ 115,974.00
5	16		Bader North Apts., LP Central City, Nebraska	\$ 1,317,457.00	\$ 106,544.00
6	12		The Oaks, LP. Ellinwood, Kansas	\$ 977,675.00	\$ 77,432.00 HOI
7	18		West Side Apartments, LP. Goodland, Kansas	\$ 1,528,907.00	\$ 119,002.00
8	12		Prairie Villas, LP Larned, Kansas	\$ 1,043,330.00	\$ 82,209.00 HOI
9	8		Albion Manor, LP Albion, Nebraska	\$ 793,250.00	\$ 64,000.00
10	12		Northglenn Apartments, LLC Great Bend, Kansas	\$ 1,277,936.00	\$ 91,624.00 HOI
11	10		North Side Apartments, LLC Phillipsburg, Kansas	\$ 1,053,743.00	\$ 76,890.00
12	10		Meadowview Place, LLC Ellis, Kansas	\$ 1,027,769.00	\$ 79,044.00 HOI
13	12		WheatRidge Apartments, LLC Hoisington, Kansas	\$ 1,201,288.00	\$ 88,806.00 HOI
14	10		Ivory Street Apartments, LLC Oakley, Kansas	\$ 899,000.00	\$ 66,871.00
15	12		Walnut Creek Apartments, LLC Great Bend, Kansas	\$ 1,428,764.00	\$ 108,840.00 HOI
16	12		Walnut Glenn Apartments, LLC Great Bend, Kansas	\$ 1,301,967.00	\$ 101,086.00 HOI

	# of Units	We Manage xxx	Project Name Location	Total Project Costs	Total Tax Credits Used
17	10		Horseshoe Bend Villas Sutton, Nebraska	\$ 1,135,209.00	\$ 68,761.00
18	8 2		CenterView Place, LLC Smith Center, Kansas	\$ 1,281,558.00	\$ 98,167.00
19	10		Street of Dreams, LLC Larned, Kansas	\$ 1,453,420.00	\$ 111,062.00 HOI
20	12		Southeast Villa, LLC Central City, NE	\$ 1,563,903.00	\$ 123,597.00
21	18		Creekside Place, LLC Great Bend, Kansas	\$ 2,241,530.00	\$ 171,675.00 HOI
22	40	xxx 40	Windridge Townhomes, LLC Grand Island, Nebraska	\$ 5,461,555.00	\$ 438,501.00
23	12		Sunrise Ridge Townhomes, LLC Anthony, Kansas	\$ 1,416,262.00	\$ 110,886.00
24	16		Sunrise East, LLC Holdrege, Nebraska	\$ 2,502,159.00	\$ 185,918.00
25	12		Cheyenne Ridge, LLC Hoisington, Kansas	\$ 1,748,165.00	\$ 132,297.00 HOI
26	18	xxx 18	Windridge Townhomes II, LLC Grand Island, NE	\$ 2,849,183.00	\$ 314,920.00
27	6		Larned Dream Homes, LLC Larned, Kansas	\$ 1,359,482.00	\$ 135,273.00
28	21		Legend Oaks, LLC Lexington, NE	\$ 2,915,107.00	\$ 324,331.00
29	13	xxx 13	Jefferson Square, LLC Gothenburg, NE	\$ 1,823,975.00	\$ 108,607.00
30	13	xxx 13	Ridgewood CROWN, LLC Grand Island, NE	\$ 2,918,660.00	\$ 165,205.00
31	16		Tennessee Town II, LLC Topeka, KS	\$ 1,910,141.00	\$ 160,000.00
32	66		Echo Ridge, LLC Topeka, KS	\$ 12,819,000.00	\$ 500,000.00

	# of Units	We Manage xxx	Project Name Location	Total Project Costs	Total Tax Credits Used
33	12		Hearthstone, LLC Larned, KS	\$ 2,035,806.00	\$ 230,367.00 HOI
34	12	xxx 12	Westridge CROWN, LLC Grand Island, NE	\$ 2,799,856.00	\$ 154,959.00
35	12	xxx 12	Rolling Hills Townhomes, LLC Ord, NE	\$ 1,795,909.00	\$ 111,989.00
36	18		Sunrise Lane, LLC Holdrege, NE	\$ 2,761,279.00	\$ 194,084.00
37	4 6		Hampton West, LLC Lyons, KS	\$ 1,996,298.00	\$ 214,531.00 HOI
38	24	xxx 24	Stonewood Townhomes, LLC Grand Island, NE	\$ 3,821,362.00	\$ 373,337.00
39	12		St. Paul Cottages, LLC St. Paul, NE	\$ 1,906,166.00	\$ 194,360.00
40	32	xxx 32	Southwood Estates, LLC Hastings, NE	\$ 4,720,890.00	\$ 521,709.00
41	30	xxx 30	Stonewood Townhomes II, LLC Grand Island, NE	\$ 4,557,252.00	\$ 452,188.00
42	22		Bedford Place, LLC Great Bend, KS	\$ 3,564,885.00	\$ 384,000.00 HOI
43	12		Ark River North, LLC Sterling, KS	\$ 1,959,487.00	\$ 172,959.00 HOI
44	23		House to Home Rv/Escalade Kansas City, KS	\$ 5,669,610.00	\$ 499,346.00
45	18		Legend Oaks II, LLC Lexington, NE	\$ 2,593,935.00	\$ 266,018.00
46	14		River Road Townhomes, LLC Waterloo, NE	\$ 2,294,638.00	\$ 201,115.00
47	20		Shady Bend Villas, LLC Grand Island, NE	\$ 3,768,925.00	\$ 382,193.00
48	12		MeadowBrooks, LLC Larned KS	\$ 2,018,140.00	\$ 173,231.00 HOI

	# of Units	We Manage xxx	Project Name Location		Total Project Costs	Total Tax Credits Used	
49	16	xxx 16	Clary Village, LLC McCook, NE		\$ 2,689,931.00	\$ 247,822.00	
50	24	xxx 24	Emerson Estates, LLC Hastings, NE		\$ 3,876,181.00	\$ 357,167.00	
51	12		Eastwood Apartments, LLC Hoisington, KS		\$ 2,077,712.00	\$ 173,943.00	HOI
52	16	xxx 16	Quillan Courts, LLC McCook, NE		\$ 3,455,853.00	\$ 309,353.00	
53	16		Windhaven Estates, LLC Holdrege, NE		\$ 3,161,967.00	\$ 268,989.00	
54	14		Kracl Meadows, LLC Schuyler, NE		\$ 2,927,323.00	\$ 220,027.00	
55	28	xxx 28	Eastside Estates, LLC Hastings, NE		\$ 5,019,164.00	\$ 459,190.00	
56	12		Delaware Place, LLC Valley Falls, KS		\$ 2,322,440.00	\$ 179,000.00	
57	20	xxx 20	Southview Estates, LLC Wayne, NE	*	\$ 3,717,795.00	\$ 274,634.00	
58	16		Kensington Square, LLC Great Bend, KS		\$ 2,946,382.00	\$ 283,173.00	HOI
59	14		Ybarra Place II, LLC Topeka, KS		\$ 3,079,753.00	\$ 326,531.00	
60	20		Eastridge Villas Scott City, KS		\$ 3,982,125.00	\$ 385,521.00	HOI
61	30	xxx 30	Osborne View Estates, LLC Hastings, NE	*	\$ 5,358,256.00	\$ 374,575.00	Federal State
62	20	xxx 20	Horizon Estates, LLC Holdrege, NE	*	\$ 3,745,435.00	\$ 253,043.00	Federal State
63	32	xxx 32	Columbus Cherry Creek, LLC Columbus, NE	*	\$ 4,485,600.00	\$ 321,124.00	Federal State
64	34	xxx 34	FRC Housing - Hosp Rehab Columbus, NE	*	\$ 7,503,505.00	\$ 480,943.00	Federal State

	# of Units	We Manage xxx	Project Name Location	Total Project Costs	Total Tax Credits Used	
65	20		Hidden Brook Townhomes Fremont, NE	\$ 4,266,184.00	\$ 247,898.00 \$ 247,898.00	Federal State
66	20		Hidden Brook Townhomes II Fremont, NE	\$ 4,649,804.00	\$ 255,899.00 \$ 255,899.00	Federal State
67	18	xxx 18	Fremont Northside Townhomes Fremont, NE	\$ 4,264,509.00	\$ 228,175.00 \$ 228,175.00	Federal State
68	24		Quail Cove Great Bend, KS	\$ 5,396,880.00	\$ 495,000.00	
69	15	xxx 15	Gatewood Village Cozad, NE	\$ 3,625,021.00	\$ 201,290.00 \$ 201,290.00	Federal State
70	28		Cambridge Park Great Bend, KS'			

Legal description:

Lots One (1) And Two (2) Natrass Subdivision Grand Island, Hall County, Nebraska,

and

Lot Nine (9), In Home Subdivision, In The City Of Grand Island, Hall County, Nebraska.

and

Lot 2 Skag-way Fourth Subdivision in the City of Grand Island, Hall County, Nebraska

## PROPOSED PROJECT

Trinity Heights Subdivision will include two parcels. One parcel is vacant land currently owned by, and North of Blessed Sacrament Church. The other parcel is vacant land currently owned by Ray O'Connor and located west of the Blessed Sacrament Church property and directly East of the Five Points Super Saver store. The whole site (including both parcels) is located East of N. Broadwell Avenue, North of W State Street and West of N Wheeler Avenue, in Grand Island, NE. (See Exhibit A).

All together there will be between 56 and 66 new housing units constructed in Trinity Heights Subdivision, depending on the configurations. We plan to construct 32 market rate townhomes for sale on the church parcel in the subdivision. If we can get funding, we may build affordable housing on a portion of the subdivision located directly East of the Five Points Super Saver store. (See the attached subdivision layout Exhibit B)

We have worked through this mixture of two types of housing in the same subdivision most recently in Hastings and Holdrege. When we created the Osborne View Subdivision in Hastings and the Crew Subdivision in Holdrege, we sold a portion of the subdivision site to LIHTC projects. We like the arrangement and feel that it builds a strong mixed income subdivision.

The market rate townhomes we are selling will be approximately 1,500 sq ft, units. They will include two-bedrooms, 2 baths, a two-car garage, granite countertops and all appliances. We are currently selling the same townhomes in Hastings for \$204,000. We have also included a 3 bedroom floor plan on the same footprint as an alternative if there is a demand for it. (See floor plans on Exhibit C for the two bedroom and Exhibit D for the three bedroom and photos as Exhibit E).

The LIHTC townhomes will be very similar to what we have developed in LaRue Subdivision. (See photos attached as Exhibit F.) They are approximately 1,100 sq ft with a single car garage. We have more than 150 people on the waiting list for those properties so there is a strong need.





Exhibit B

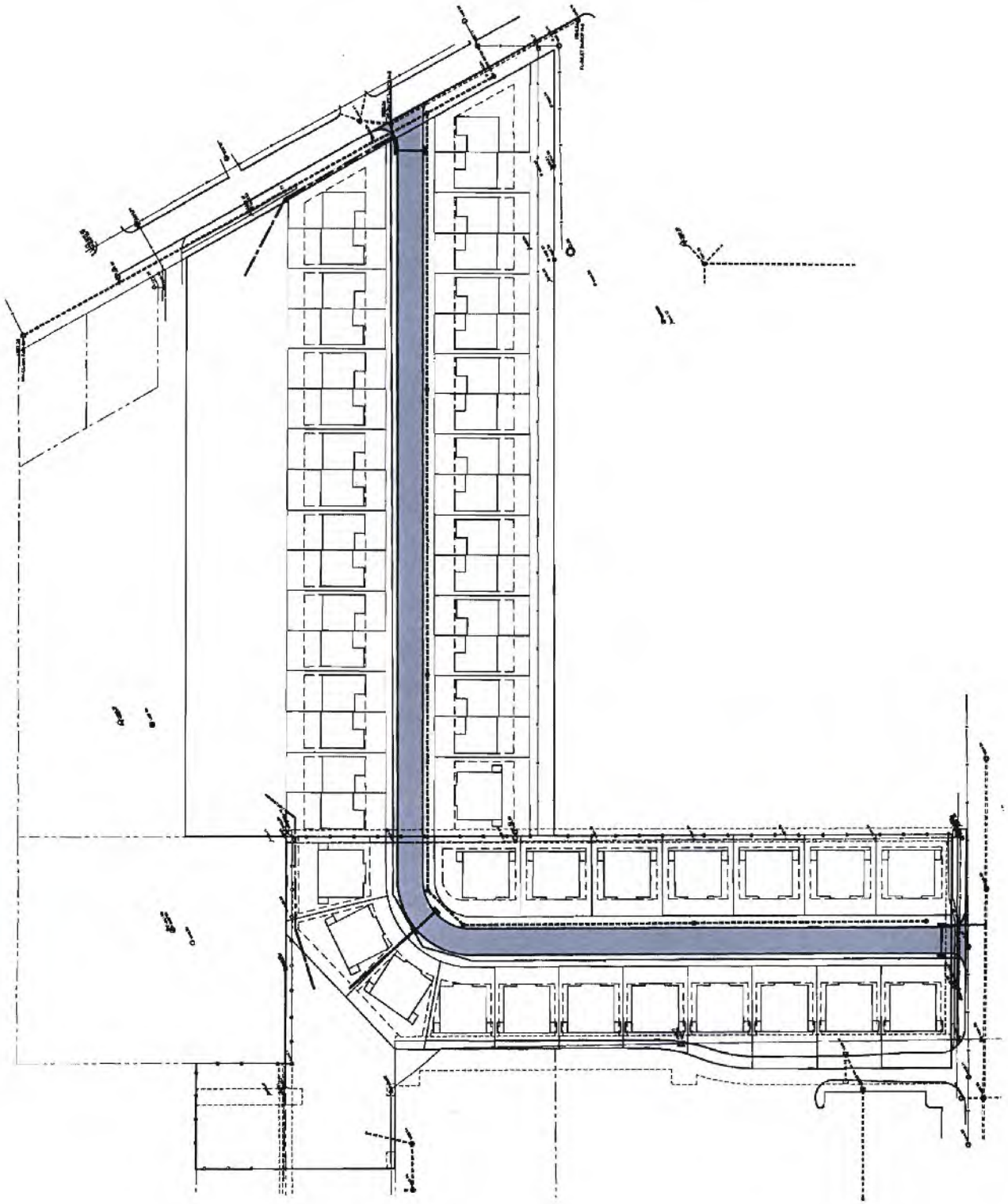




Exhibit D

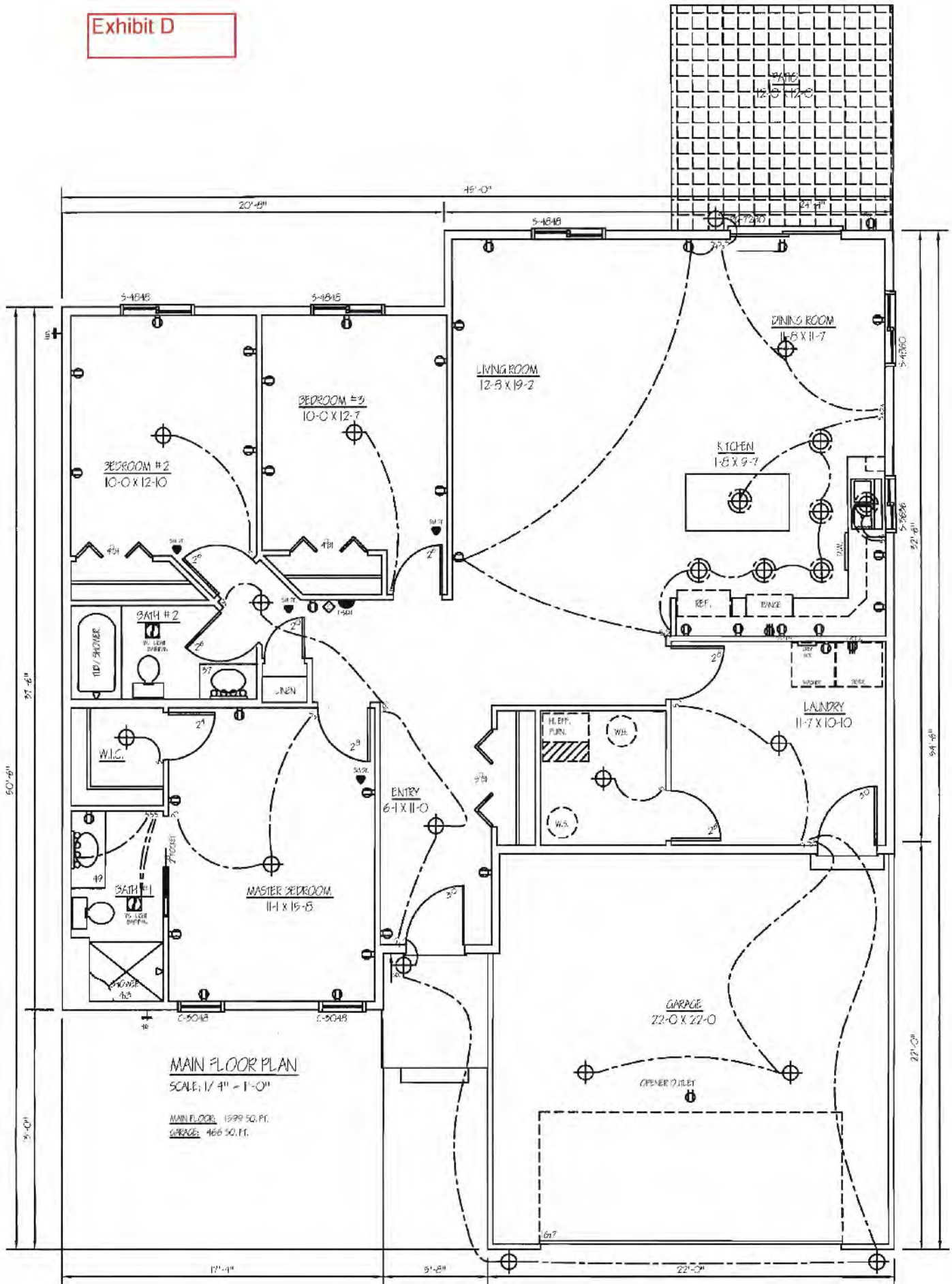


Exhibit E

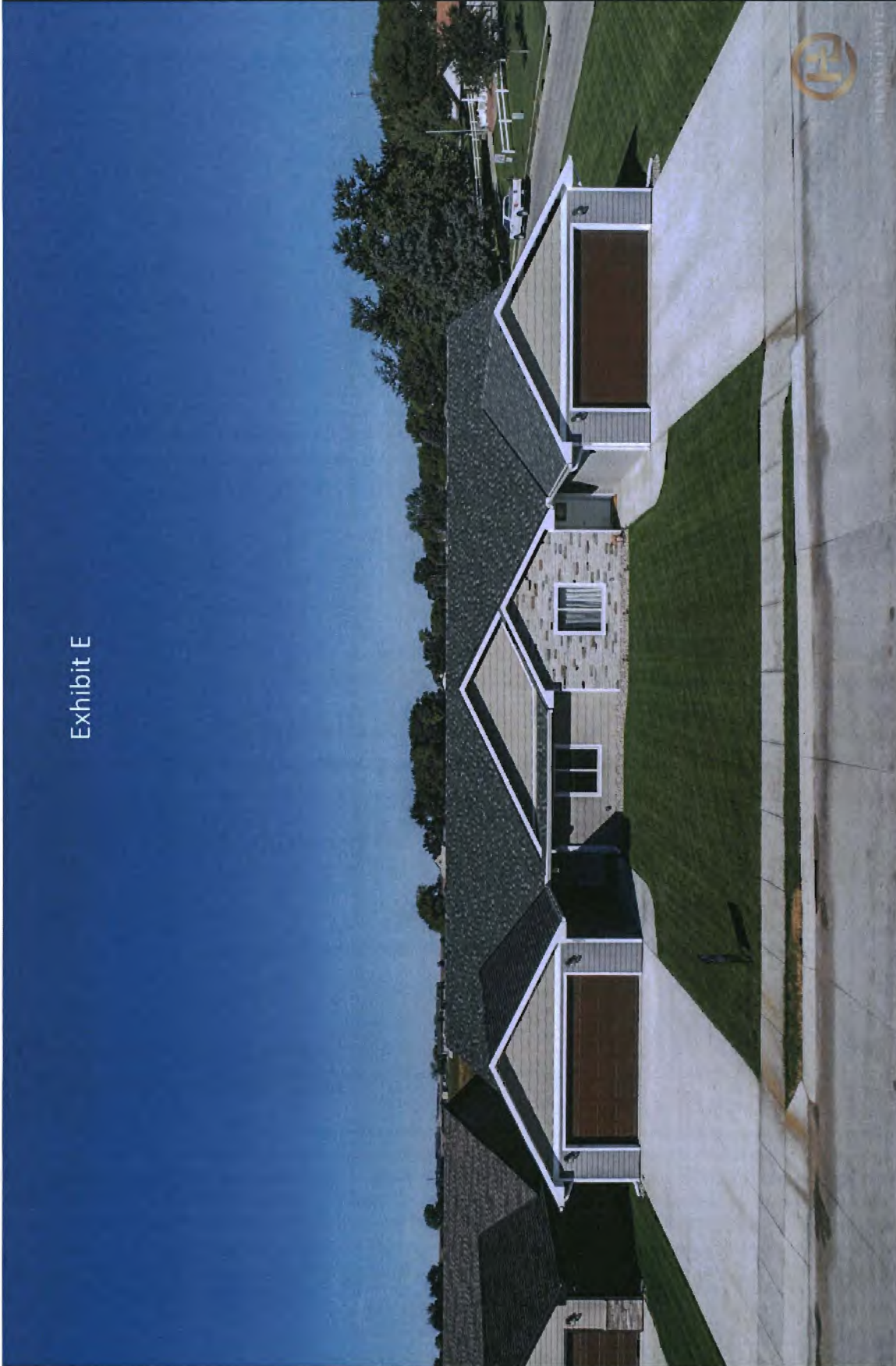












Exhibit F



VI. Estimated Project Costs:

Acquisition Costs:

A.	Land	484,000
B.	Building	

Subdivision Development Costs

A.	Renovation or Building Costs:	
	Market Rate Townhomes	
	LIHTC Project	
B.	On-Site Improvements:	
	Sewer	361,176
	Water	
	Electric	72,000
	Gas	
	Public Streets/Sidewalks	488,378
	Private Streets	
	Trails	
	Grading/Dirtwork/Fill	179,000
	Demolition	
	Other	
	Total	

Soft Costs:

A.	Architectural & Engineering Fees:	80,000
B.	Financing Fees:	
C.	Legal	
D.	Developer Fees:	
E.	Audit Fees	
F.	Contingency Reserves:	102,855
G.	Other (Please Specify)	
	TOTAL Subdivision Development Cost	<u>1,767,409</u>

Market Rate Townhomes

Building Costs	6,080,000
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LIHTC Properties

Development Costs	8,529,018
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TOTAL Project Costs	<u><u>16,376,427</u></u>
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Total Estimated Market Value at Completion:

Market Rate Units	6,560,000
LIHTC	8,529,018
TOTAL	<u>15,089,018</u>

Source for Estimated Market Value

Market rate units are based on sales of the same units in Hastings and Norfolk

Tax credit units are based on valuation of similar units in the 70 development projects completed

Source of Financing:

A.	Developer Equity:	
B.	Commercial Bank Loan:	6,083,764
C.	Tax Credits:	
	1. N.I.F.A.	5,695,254
	2. Historic Tax Credits	
	3. New Market Tax Credits	
	4. Opportunity Zone	
D.	Industrial Revenue Bonds:	
E.	Tax Increment Assistance:	1,767,409
F.	Enhanced Employment Area	
G.	Nebraska Housing Trust Fund	830,000
H.	Other - Potentially RWHF	2,000,000

## Pro Formas

The construction pro forma is for the market rate units. It shows the infrastructure and townhome build out and sale as anticipated by quarter.

The second set shows a typical LIHTC project. It is anticipated that we would likely have to build in two phases to get funding, so we are showing an 18 unit pro forma. Two pages show anticipated costs including the many program costs required by a LIHTC project. The third page shows the anticipated operating budget.

**Trinity Heights Subdivision**

		Q4 2021	Q2 2022	Q3 2022	Q4 2022	Q1 2023	Q2 2023	Q3 2023	Q4 2023
<b>Cash Out</b>									
	Land acquisition	-\$484,000							
	Infrastructure		-\$1,283,409						
	Phase I construction			-\$1,560,000	-\$1,560,000				
	Phase II construction					-\$1,560,000	-\$1,560,000		
	Phase III construction N/A								
	Interest Cost		\$0	\$0	\$0	-\$9,750	-\$16,622	-\$15,330	\$0
	RWHF repayment				-\$500,000	-\$1,500,000			
<b>Cash In</b>									
	TIF Bonds			\$1,767,409					
	Phase I sales				\$840,000	\$2,520,000			
	Phase II sales						\$1,680,000	\$1,680,000	
	Phase III N/A								
	RWHF advances	\$484,000	\$1,283,409	\$232,591					
<b>Outstanding (Principal) / Profit</b>		\$0	\$0	\$440,000	-\$780,000	-\$1,329,750	-\$1,226,372	\$438,299	\$438,299

	Actual or Est. Project Costs	(9% Credit) Eligible Basis	Amortized or expended (Non- Eligible)	Allowable 20% limit Dev/Cont
Fremont - Northside				
Land	175,000		175,000	
Existing structures			0	
Demolition (New)	0		0	
Site work		0		0
Other				
Other		0		0
Other		0		0
Other		0		0
Other		0		0
Water/sewer/street/land		0		0
Dirt work, water, sewer, storm	180,364	0	180,364	0
New building hard costs	2,568,556	1,968,556	600,000	1,968,556
On Site Private Drive & Cotingency		0	0	0
Site work/Parking - new site	0	0	0	0
Accessory Building		0		0
General requirements'	137,268	137,268		
Construction contingency	137,268	137,268		137,268
Architect design	60,000	60,000	0	60,000
Architect supervision	10,000	10,000	0	10,000
Survey / Engineer Fees	34,000	34,000	0	34,000
GeoTek Soils report	6,500	6,500	0	6,500
Construction loan interest	40,000	40,000		40,000
Origination fee	19,000	19,000		19,000
Credit enhancement fee		0		0
Construction Period Taxes	3,200	3,200		3,200
#Bridge loan expense		0		0
STATE TAX CREDITS FEES	2,500		2,500	
Property appraisal	5,000	5,000		5,000
		0	0	0
Tax credit fees'	12,000		12,000	
Environmental study	4,000	4,000		4,000
Market study	5,500	5,500		5,500
Other - Internet Installation		0		0
* Fee back in	87,000	0	87,000	
Kelby Fee	0	0	0	
* Contractor overhead	54,907	54,907		
* Contractor profit	137,268	137,268		
* Developer overhead	50,000	0	50,000	
* Developer fee	180,000	130,000	50,000	
Title and recording	5,000	5,000		5,000
Bond premium	0		0	
Credit report	0		0	
Pre-Pay NIFA Compliance .015 & IA .005	67,992		67,992	
Perm. loan enhancement	0		0	
Miscellaneous Costs	20,000		20,000	
Counsel fee			0	
Organizational-Syndication costs	3,491		3,491	
Title and recording	5,000		5,000	
Rent-up reserves	40,000		40,000	
Operating reserves	58,000		58,000	
Other__ Cost Certification	10,000		10,000	
Other - Accountant			0	
Other: HOME Reserve	19,000		19,000	

<b>Total residential costs:</b>	<b>4,137,816</b>	<b>2,757,468</b>	<b>1,380,347</b>	<b>2,298,025</b>
		(9% Credit) Eligible Basis		
<b>Total residential costs:</b> (Deduct from basis:)		<u>2,757,468</u>		<b>2,757,468</b>
				<b>STATE TAX C</b>
All grant proceeds used to finance costs in eligible basis		0		0
Non-qualified non-recourse financing		0		0
Non-qualified portion of higher quality units (Section 42(d)(5))		0		0
Historic credits (on residential portion only)		0		0
<b>TOTAL ELIGIBLE BASIS</b>		<u>2,757,468</u>		<u>2,757,468</u>
High cost area adjustment (130%)		1.2		1.2
<b>TOTAL ADJUSTED ELIGIBLE BASIS</b>		<u>3,308,962</u>		<u>3,308,962</u>
Multiplied by the applicable fraction		100%		100%
<b>TOTAL QUALIFIED BASIS</b>		<u>3,308,962</u>		<u>3,308,962</u>
Multiplied by the Applicable Percentage		9.00%		9.00%
<b>TOTAL AMOUNT OF ANNUAL TAX CREDIT REQUESTED</b>	226641	<b>297,807</b>	226641	<b>297,807</b>
<b>TOTAL CREDITS</b>		<b>2,978,066</b>		<b>1,786,839</b>
Going rate for credits		86.00%		63.00%
<b>Syndicator Pays for Credit</b>	1,949,113	<b>2,561,136</b>	856,703	<b>1,125,709</b>

Adjusted Eligible Basis	2,298,025		
	24%	2009 change	was 20%
Maximum allowable for Developer, Contractor overhead & profit; Gen'l Requirements & Consultant fees			
	551,526		
<b>general requirements</b>	137,268	2009 change	Not included prior to
* Developer overhead	0		
* Consultant	0		
* Tax credit consultant fee	0		
* Contractor overhead	54,907		
* Contractor profit	137,268		0
* Developer fee	130,000		
	<u>459,444</u>		
Unclaimed FEE	92,082		



	HTF / HOME	LIHTC													
2 bdrm Triplex	0	0	Project Costs	4,137,816	Loan Rate	4.950%	Inc. Inflation	2%							
Rent	310	845					Exp Inflation	3%							
2 bdrm Triplex	0	0													
Rent	365	475	State Credits	0.63	856,703										
3 bdrm - Triplex	0	0													
Rent	440	625	Sale of Credits	0.860	1,949,113	Term in Months	360								
3 bdrm Triplex	0	7	Disaster/HOME	0.00%		Loan payment	2,642								
Rent	795	745	1st Mortgage		495,000	Annual Credits	100%	297,807	Per unit						
3 bdrm Triplex	0	11	AHP		750,000	18.13%	3.26								
Rent	580	530	MHEG /DDF Loan												
Occupancy	93%		Deferred Fee	79,250	87,000	MDC Deferred Fee			Operating	4,585					
	0.10		HTF	0	0.00%	0.00									

Cash Flow

	TOTAL	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
LLC					(0)											
Receipts	2,994,947	123,262	125,727	128,242	130,807	133,423	136,091	138,813	141,590	144,421	147,310	150,256	153,261	156,326	159,453	162,642
Interest Income	9,354	385	393	401	409	417	425	434	442	451	460	469	479	488	498	508
Expenses																
Insurance	(401,443)	(14,940)	(15,388)	(15,850)	(16,325)	(16,815)	(17,320)	(17,839)	(18,374)	(18,926)	(19,493)	(20,078)	(20,680)	(21,301)	(21,940)	(22,598)
Compliance Fee	(2,800)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MHEG Fee	(31,128)	(1,800)	(1,836)	(1,873)	(1,910)	(1,948)	(1,987)	(2,027)	(2,068)	(2,109)	(2,151)	(2,194)	(2,238)	(2,283)	(2,328)	(2,375)
Snow, Lawn & Trash	(241,833)	(9,000)	(9,270)	(9,548)	(9,835)	(10,130)	(10,433)	(10,746)	(11,069)	(11,401)	(11,743)	(12,095)	(12,458)	(12,832)	(13,217)	(13,613)
Maintenance & Repairs	(386,933)	(14,400)	(14,832)	(15,277)	(15,735)	(16,207)	(16,694)	(17,194)	(17,710)	(18,241)	(18,789)	(19,352)	(19,933)	(20,531)	(21,147)	(21,781)
Utilities	(84,642)	(3,150)	(3,245)	(3,342)	(3,442)	(3,545)	(3,652)	(3,761)	(3,874)	(3,990)	(4,110)	(4,233)	(4,360)	(4,491)	(4,626)	(4,765)
Transportation	(34,824)	(1,296)	(1,335)	(1,375)	(1,416)	(1,459)	(1,502)	(1,547)	(1,594)	(1,642)	(1,691)	(1,742)	(1,794)	(1,848)	(1,903)	(1,960)
Management Fee	(322,037)	(13,254)	(13,519)	(13,789)	(14,065)	(14,347)	(14,633)	(14,926)	(15,225)	(15,529)	(15,840)	(16,157)	(16,480)	(16,809)	(17,145)	(17,488)
Tenant Certification	(14,510)	(540)	(556)	(573)	(590)	(608)	(626)	(645)	(664)	(684)	(705)	(726)	(747)	(770)	(793)	(817)
Accounting	(78,193)	(2,910)	(2,997)	(3,087)	(3,180)	(3,275)	(3,373)	(3,475)	(3,579)	(3,686)	(3,797)	(3,911)	(4,028)	(4,149)	(4,273)	(4,402)
Advertising	(24,183)	(900)	(927)	(955)	(983)	(1,013)	(1,043)	(1,075)	(1,107)	(1,140)	(1,174)	(1,210)	(1,246)	(1,283)	(1,322)	(1,361)
Taxes	(324,057)	(12,060)	(12,422)	(12,794)	(13,178)	(13,574)	(13,981)	(14,400)	(14,832)	(15,277)	(15,736)	(16,208)	(16,694)	(17,195)	(17,711)	(18,242)
Internet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Reserve	(129,430)	(7,812)	(7,812)	(7,812)	(7,812)	(7,812)	(7,812)	(7,812)	(7,812)	(7,812)	(7,812)	(7,812)	(7,812)	(7,812)	(7,812)	(7,812)
Miscellaneous	(31,326)	(468)	(867)	(1,281)	(1,319)	(1,359)	(1,400)	(1,442)	(1,485)	(1,529)	(1,575)	(1,623)	(1,671)	(1,721)	(1,773)	(1,826)
Capture & Reimburse Tax	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	(2,107,340)	(82,530)	(85,006)	(87,556)	(89,792)	(92,091)	(94,457)	(96,890)	(99,393)	(101,967)	(104,616)	(107,340)	(110,142)	(113,025)	(115,990)	(119,041)
Reimbursement surplus to cash flow		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Income from Operations		41,117	41,114	41,086	41,424	41,748	42,060	42,357	42,639	42,905	43,154	43,385	43,598	43,790	43,961	44,109
Loan Payments	(634,119)	(31,706)	(31,706)	(31,706)	(31,706)	(31,706)	(31,706)	(31,706)	(31,706)	(31,706)	(31,706)	(31,706)	(31,706)	(31,706)	(31,706)	(31,706)
2nd Loan = 3%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LLC Cash Flow	262,843	9,411	9,408	9,381	9,718	10,042	10,354	10,651	10,933	11,199	11,448	11,680	11,892	12,084	12,255	12,403
Deferred Dev Fee Loan	(109,315)	(7,288)	(7,288)	(7,288)	(7,288)	(7,288)	(7,288)	(7,288)	(7,288)	(7,288)	(7,288)	(7,288)	(7,288)	(7,288)	(7,288)	(7,288)
Cash flow after deferred fee	153,528	2,124	2,121	2,093	2,430	2,755	3,066	3,363	3,645	3,911	4,161	4,392	4,604	4,796	4,967	5,115
Taxable Income																
Depreciation	(1,504,074)	(100,272)	(100,272)	(100,272)	(100,272)	(100,272)	(100,272)	(100,272)	(100,272)	(100,272)	(100,272)	(100,272)	(100,272)	(100,272)	(100,272)	(100,272)
Debt Retired	159,435	7,368	7,741	8,068	8,542	8,974	9,428	9,846	10,405	10,931	11,485	12,012	12,675	13,317	13,991	14,653
Taxable Income	(1,400,412)	(98,068)	(97,688)	(97,399)	(96,588)	(95,831)	(95,065)	(94,350)	(93,509)	(92,716)	(91,914)	(91,155)	(90,280)	(89,447)	(88,601)	(87,791)
	1.34	1.2968	1.30	1.30	1.31	1.32	1.33	1.34	1.34	1.35	1.36	1.37	1.38	1.38	1.39	1.3912
		1.50	1.48	1.47	1.46	1.45	1.45	1.44	1.43	1.42	1.41	1.40	1.40	1.39	1.38	1.37

**References for projects in last five years**

<b>City</b>	<b>Contact</b>	<b>Position</b>	<b>Telephone</b>	<b>email</b>
Norfolk	Andy Colvin	City Administrator	402-844-2262	acolvin@ci.norfolk.ne.us
Columbus	Don Heimes	Manager Family Resource Center	402-910-1548	donheimes@yahoo.com
Fremont	Brian Newton	City Administrator	402-727-2610	brian.newton@fremontne.gov
Schuyler	Brian Bywater	City Housing Specialist	402-615-3653	schuylerdevelopment@yahoo.com
York	Lisa Hurley	Executive Director York County Development Corp.	402-362-3333	Lhurley@yorkdevco.com
Hastings	Randy Chick	Executive Director of Hastings CRA	402-469-0733	bidcra@gmail.com
Holdrege	Ron Tillery	Executive Director Phelps County Development Corp.	308-995-4148	pcdc@phelpscountyne.com
Cozad	Jen McKeone	Executive Director Cozad Development Corp.	308-784-8006	jen.cdc@cozadtel.net
Wayne	Wes Blecke	City Administrator	402-375-1733	wblecke@cityofwayne.org

We also worked in the following Kansas communities. Contacts are available if needed.

- Valley Falls, KS
- Great Bend, KS
- Topeka, KS
- Great bend, KS
- Scott City, KS



COMMUNITY REDEVELOPMENT AUTHORITY

November 4, 2021

Dr. Ken Schroeder  
Chief Financial Officer  
Grand Island Public Schools  
123 S. Webb Road  
P.O. Box 4904  
Grand Island, NE 68802-4904

Dear Dr. Schroeder,

This letter is to inform you that the Community Redevelopment Authority (CRA) of the City of Grand Island has received an application requesting Tax Increment Financing (TIF) for residential units in Northeast Grand Island near the Super Saver at Five Points and Blessed Sacrament Church.

The application seeks \$1,767,409 in TIF assistance for the development of the up to 72 units of townhouse style housing (two bedroom units with 2 or 3 units per building). The TIF will be used to support acquisition of the property and development of road, drainage and utility infrastructure. It is estimated that this phase of the project will be completed between 2022 and 2025 as units are absorbed by the market. The property is located north of State Street and west of the Wheeler Avenue.

At present, the proposed timeline for approval would be as follows:

- CRA receives initial application, 4 p.m., November 10.
- Regional Planning Commission holds public hearing 6 p.m., December 1.
- CRA reviews Planning Commission recommendation, 4 p.m. December 2.
- Grand Island City Council holds public hearing and takes action, 7 p.m., January 11.
- CRA considers redevelopment contract, 4 p.m. on or after January 12.

Additional notification will be provided to the school board via certified mail prior to the public hearings before both planning commission and council. Should you have any questions or comments, please call me at (308) 385-5240.

Sincerely,

Chad Nabity, AICP  
Director

**COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA**

**RESOLUTION NO. 372**

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY  
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED  
REDEVELOPMENT CONTRACT TO THE HALL COUNTY REGIONAL PLANNING  
COMMISSION FOR ITS RECOMMENDATION

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:


The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 10<sup>th</sup> day of November, 2021

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA.

By   
Chairperson

ATTEST:

  
Secretary

Trinity Heights-Mesner Development Co.-Area 6

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND,  
NEBRASKA

RESOLUTION NO. 373

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT CONTRACT AFTER THE PASSAGE OF 30 DAYS AND OTHER MATTERS

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area, from Mesner Development Co., (The "Developer") for redevelopment property for residential purposes located north of State Street and west of Wheeler Avenue in the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 6;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

**Section 1.** In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, attached as Exhibit 1, with such changes as are deemed appropriate by the Authority, after approval of the redevelopment plan amendment related to the redevelopment project described in the Redevelopment Contract, and after the passage of 30 days from the date hereof.

**Section 2.** The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 10<sup>th</sup> day of November, 2021.

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF GRAND  
ISLAND, NEBRASKA.

By   
Chairperson

ATTEST:



Trinity Heights-Mesner Development Co.-Area 6

Secretary

**Exhibit 1**

**Legal Description:**

Lot 2 of Skag-Way Fourth Subdivision, Lots 1 and 2 of Natrass Subdivsion and Lot 9 of Home Subdivision in the City of Grand Island, Hall County, Nebraska.

Trinity Heights-Mesner Development Co.-Area 6

Resolution Number 2022-03

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A SITE SPECIFIC REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the “**Authority**”), referred **the Redevelopment Plan for Trinity Heights project located north of State Street and west of Wheeler Avenue – Mesner Development** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

**WHEREAS**, the Commission has reviewed said Redevelopment Plan as to its conformity with the general plan for the development of the City of Grand Island, Hall County;

**NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:**

**Section 1.** The Commission hereby recommends approval of the Redevelopment Plan.

**Section 2.** All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 3.** This resolution shall be in full force and effect from and after its passage as provided by law.

**DATED:** December 1, 2021.

HALL COUNTY REGIONAL PLANNING COMMISSION

By:   
Chair

ATTEST:

By:   
Secretary

**COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA**

**RESOLUTION NO. 375**

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; RECOMMENDING APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF GRAND ISLAND, NEBRASKA; APPROVING A COST BENEFIT ANALYSIS FOR SUCH PROJECT; AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the Mayor and Council of the City of Grand Island, Nebraska (the “**City**”), upon the recommendation of the Planning Commission of the City of Grand Island, Nebraska (the “**Planning Commission**”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the “**Redevelopment Area**”) to be blighted and substandard and in need of redevelopment; and

**WHEREAS**, pursuant to and in furtherance of the Act, a Redevelopment Plan (the “**Redevelopment Plan**”), has been prepared by Community Redevelopment Authority of Grand Island, Nebraska, (the “**Authority**”) pursuant to an application by Mesner Development Company. (the “**Redeveloper**”), in the form attached hereto as **Exhibit B**, for the purpose of redeveloping Redevelopment Area legally described on **Exhibit A**, referred to herein as the Project Area (the “**Project Area**”); and

**WHEREAS**, pursuant to the Redevelopment Plan, the Authority would agree to incur indebtedness and make a grant for the purposes specified in the Redevelopment Plan (the “**Project**”), in accordance with and as permitted by the Act; and

**WHEREAS**, the Authority has conducted a cost benefit analysis of the Project (the “**Cost Benefit Analysis**”) pursuant to Section 18-2113 of the Act, a which is included in the Redevelopment Plan attached hereto as **Exhibit B**; and

**WHEREAS**, the Authority has made certain findings and pursuant thereto has determined that it is in the best interests of the Authority and the City to approve the Redevelopment Plan and approve the Redevelopment Project and to approve the transactions contemplated thereby.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA AS FOLLOWS:**

**Section 1.** The Authority has determined that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Mesner Development Trinity Heights Area 6



**Section 2.** The Authority has conducted a Cost Benefit Analysis for the Project, included in the Redevelopment Plan attached hereto as Exhibit B, in accordance with the Act, and has found and hereby finds that the Project would not be economically feasible without the use of tax increment financing, the Project would not occur in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

**Section 3.** In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$1,767,409 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

**Section 4.** The Authority hereby recommends to the City approval of the Redevelopment Plan and the Redevelopment Project described in the Redevelopment Plan.

**Section 5.** All prior resolutions of the Authority in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

**Section 6.** This resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 1<sup>st</sup> day of December 2021.

**COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF GRAND  
ISLAND NEBRASKA**

ATTEST:

By:

  
Chair

By:

  
Secretary

Mesner Development Trinity Heights Area 6

**EXHIBIT A**

**LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA**

Townhomes to be developed on Lot 2 of Skag-Way Fourth Subdivision, Lots 1 and 2 of Natrass Subdivision and Lot 9 of Home Subdivision

Trinity Heights Mesner Development Area 6

\* \* \* \* \*

**EXHIBIT B**

**FORM OF REDEVELOPMENT PLAN**

Trinity Heights Mesner Development Area 6



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item E-3

### **Public Hearing on Acquisition of Public Drainage Easement for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1**

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

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

# Council Agenda Memo

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

**Meeting:** January 11, 2022

**Subject:** Public Hearing on Acquisition of Public Drainage Easement for Capital Avenue - Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1

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

## Background

The Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 is for the improvement of Capital Avenue from the Moores Creek Drainway to the roundabout at North Road. This will be a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements needed to complete the project.

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

On October 12, 2021, via Resolution No. 2021-271, Grand Island City Council approved award of Capital Avenue - Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 construction to Elsbury Construction, LLC of Grand Island, Nebraska in the amount of \$1,449,756.86.

## Discussion

Public drainage easements are needed to accommodate the roadway improvements along Capital Avenue. The property owner has signed the necessary documents to grant the property, as shown on the attached exhibits.

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

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Starostka Group Unlimited, Inc.	<p>A PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE NORTHWEST CORNER OF LOT 1, STERLING ESTATES NINTH SUBDIVISION; THENCE ON AN ASSUMED BEARING S00°06'28"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 98.00 FEET; THENCE N89°53'32"W A DISTANCE OF 10.00 FEET; THENCE N00°06'28"E PARALLEL TO AND 10.00 FEET WEST OF THE WEST LINE OF SAID LOT 1, A DISTANCE OF 98.00 FEET; THENCE S89°52'56"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 980 SF MORE OR LESS.</p> <p style="text-align: center;">AND</p> <p>A PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST SUBDIVISION; THENCE ON AN ASSUMED BEARING S00°36'36"E ALONG THE EAST LINE OF SAID NORTHWEST SUBDIVISION, A DISTANCE OF 33.00 FEET; THENCE S00°25'18"E ALONG THE EAST LINE OF SAID NORTHWEST SUBDIVISION, A DISTANCE OF 7.00 FEET; THENCE S89°52'56"E A DISTANCE OF 12.11 FEET TO THE POINT OF BEGINNING; THENCE S89°52'56"E A DISTANCE OF 20.00 FEET; THENCE S38°22'48"W A DISTANCE OF 31.84 FEET; THENCE N00°32'01"W A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 250 SF MORE OR LESS.</p>	DONATED

***Total cost of Permanent Easements= DONATED***

## **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

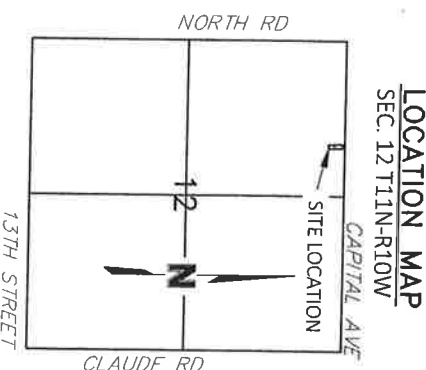
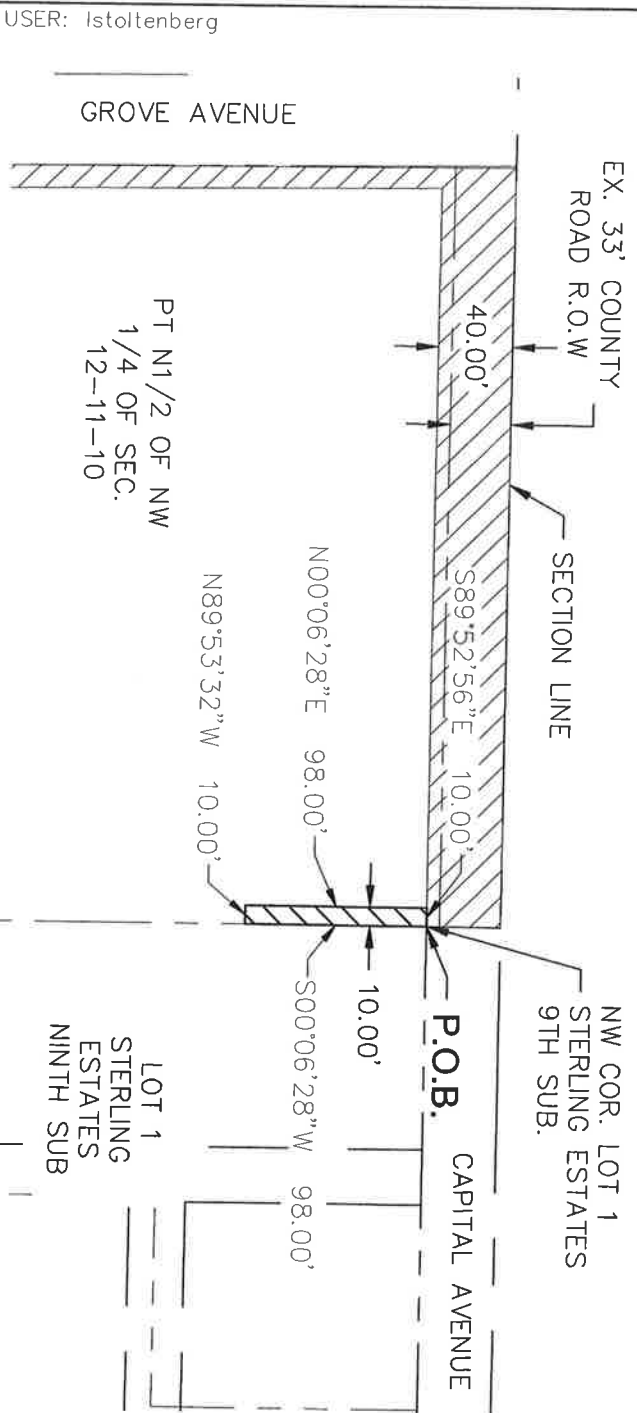
## **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public drainage easements from the affected property owner for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1, at no cost.

## **Sample Motion**

Move to approve the acquisitions.

**DRAINAGE EASEMENT**  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 9  
 CAPITAL AVENUE PAVING IMPROVEMENTS



**DRAINAGE EASEMENT DESCRIPTION**

A PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, STERLING ESTATES NINTH SUBDIVISION; THENCE ON AN ASSUMED BEARING S00°06'28" W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 98.00 FEET; THENCE N89°53'32" W A DISTANCE OF 10.00 FEET; THENCE N00°06'28" E PARALLEL TO AND 10.00 FEET WEST OF THE WEST LINE OF SAID LOT 1, A DISTANCE OF 98.00 FEET; THENCE S89°52'56" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 980 SF MORE OR LESS.

USER: Istollenberg

DWG: F:\2020\0501-1000\020-0583\40-Design\Exhibits\ROW & Easements\PE\09A\_PE\_200583.dwg  
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PROJECT NO: 020-0583  
 DRAWN BY: LS  
 DATE: 9.8.2021

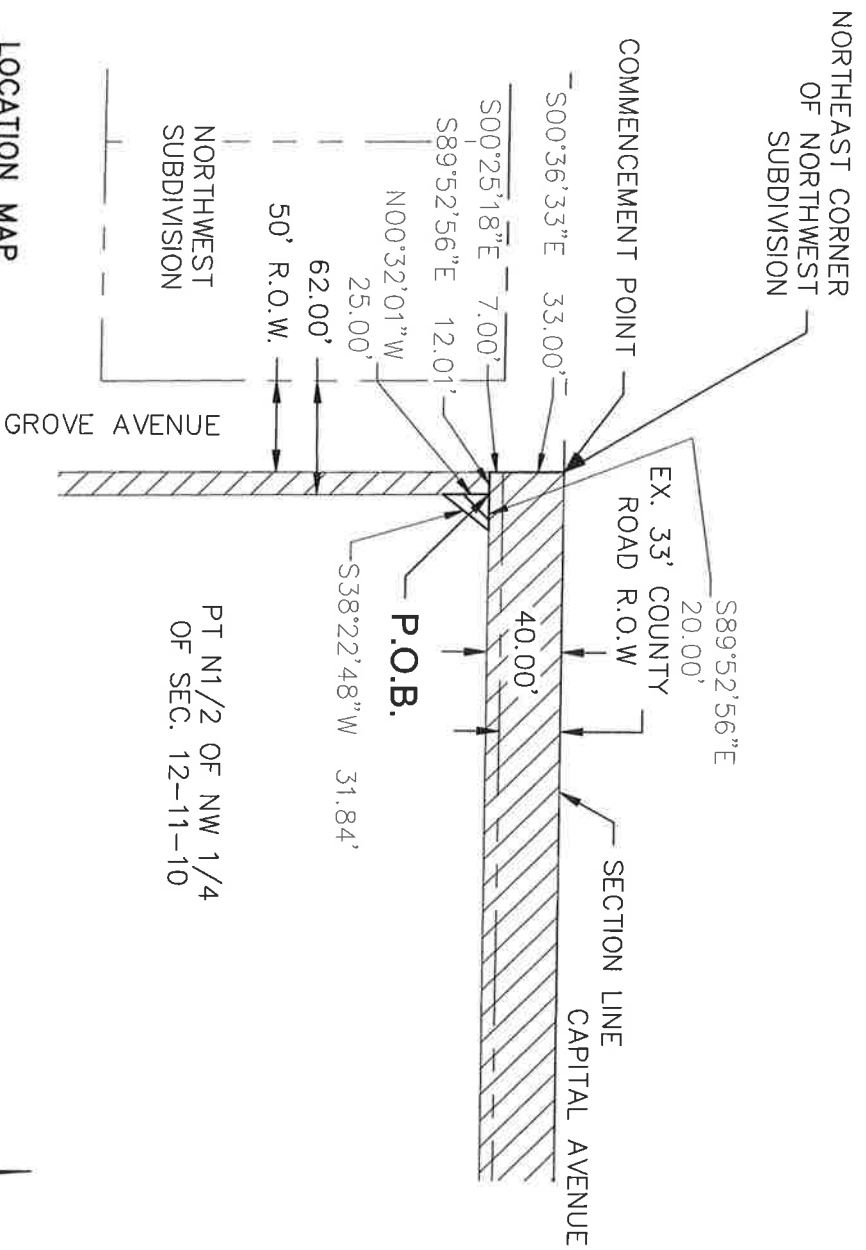
**PERMANENT EASEMENT**

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

EXHIBIT  
 1

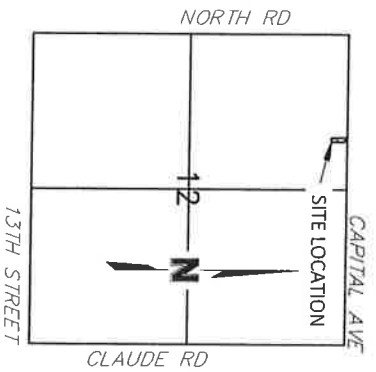


**DRAINAGE EASEMENT**  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 9  
 CAPITAL AVENUE PAVING IMPROVEMENTS



PT N1/2 OF NW 1/4  
 OF SEC. 12-11-10

**LOCATION MAP**  
 SEC. 12 T11N-R10W



- LEGEND**
- EXISTING EASEMENT LINE
  - EXISTING PROPERTY LINE
  - PROPOSED DRAINAGE EASEMENT
  - PROPOSED RIGHT-OF-WAY TRACT

**DRAINAGE EASEMENT DESCRIPTION**

A PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 DATE: Oct 04, 2021 7:05am XREFS: V\_XRWAY-ROADWAY\_0200583

PROJECT NO: 020-0583  
 DRAWN BY: LS  
 DATE: 10.4.2021

**PERMANENT  
 EASEMENT**



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

EXHIBIT

1



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item E-4

### **Public Hearing on Acquisition of Public Right-of-Way for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1**

*Council action will take place under Consent Agenda item G-12.*

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

# Council Agenda Memo

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

**Meeting:** January 11, 2022

**Subject:** Public Hearing on Acquisition of Public Right-of-Way for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1

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

## Background

The Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 is for the improvement of Capital Avenue from the Moores Creek Drainway to the roundabout at North Road. This will be a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements needed to complete the project.

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

On October 12, 2021, via Resolution No. 2021-271, Grand Island City Council approved award of Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 construction to Elsbury Construction, LLC of Grand Island, Nebraska in the amount of \$1,449,756.86.

## Discussion

Public right-of-way is needed to accommodate the roadway improvements along Capital Avenue. The property owner has signed the necessary documents to grant the property, as shown on the attached exhibits.

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

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
<p>Starostka Group Unlimited, Inc.</p>	<p>A TRACT OF LAND LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE ON AN ASSUMED BEARING OF N89°52'56"W ALONG THE NORTH LINE OF THE NW¼ OF SAID SECTION 12, A DISTANCE OF 1099.59 FEET TO THE POINT OF BEGINNING; THENCE S00°41'16"W A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1, STERLING ESTATES NINTH SUBDIVISION; THENCE N89°52'56"W PARALLEL TO AND 40.00 FEET SOUTH OF THE NORTH LINE OF THE NW1/4 OF SAID SECTION 12, A DISTANCE OF 401.51 FEET; THENCE S00°32'01"E A DISTANCE OF 233.83 FEET; THENCE S89°27'59"W A DISTANCE OF 12.47 FEET; THENCE N00°25'18"W A DISTANCE OF 240.96 FEET; THENCE N00°36'33"W A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH LINE OF THE NW1/4 OF SAID SECTION 12; THENCE S89°52'56"E ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 12, A DISTANCE OF 414.41 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 19,422 SF MORE OR LESS, OF WHICH 13,663 SF IS EXISTING COUNTY ROAD RIGHT-OF-WAY.</p> <p>AND</p> <p>A TRACT OF LAND LOCATED IN LOT 8, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE ON AN ASSUMED BEARING OF S00°32'01"E ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 7.08 FEET; THENCE N89°52'56"W A DISTANCE OF 130.08 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE N00°24'59"W ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 7.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE S89°42'07"E ALONG THE NORTH LINE OF SAID LOT</p>	<p>DONATED</p>

	8, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE, A DISTANCE OF 130.07 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 947 SF MORE OR LESS.	
--	--	--

*Total cost of Public Right-of-Way= DONATED*

**Alternatives**

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

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

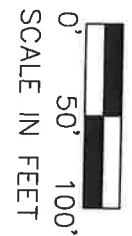
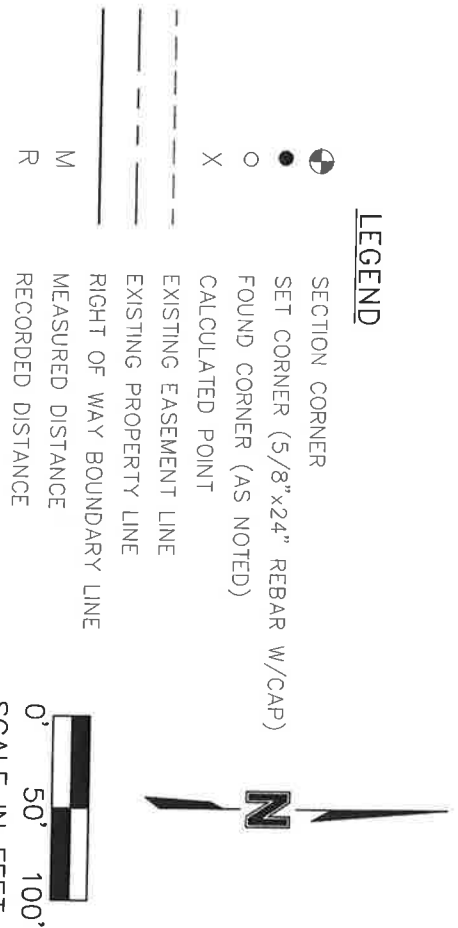
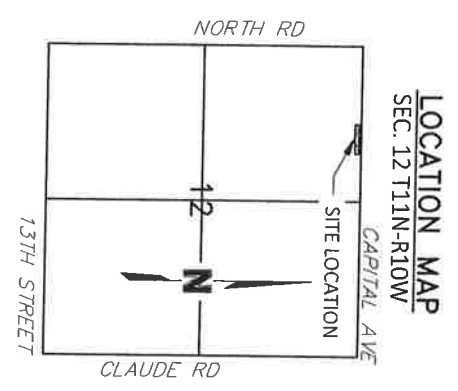
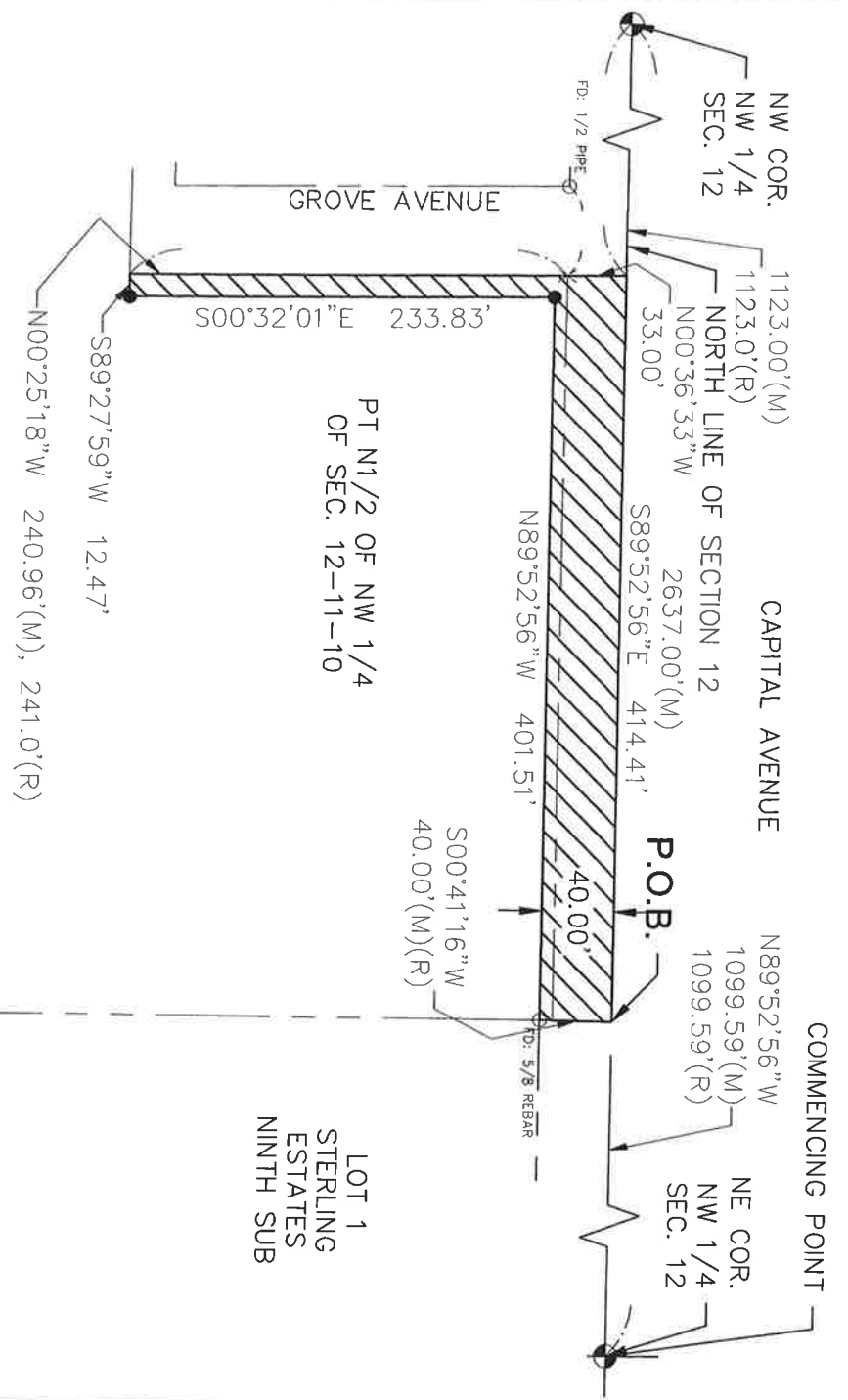
**Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way from the affected property owner for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1, at no cost.

**Sample Motion**

Move to approve the acquisitions.

**RIGHT-OF-WAY**  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 9  
 CAPITAL AVENUE PAVING IMPROVEMENTS



DWG: C:\Temp\AcPublish\_17368\09\_ROW\_200583.dwg USER: zloomis  
 DATE: Oct 04, 2021 7:17am XREFS: V\_XRWAY-ROADWAY\_0200583 V\_XTOPO\_0200583

PROJECT NO: 020-0583  
 DRAWN BY: LS  
 DATE: 9.17.2021

**RIGHT-OF-WAY**

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

EXHIBIT  
 1

**RIGHT-OF-WAY**  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 9  
 CAPITAL AVENUE PAVING IMPROVEMENTS

RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SECTION TIES

NW COR. NW 1/4 SEC. 12 T11N R10W  
 FOUND ALUMINUM CAP (LS-263) IN ASPHALT ROAD  
 NW 62.55 TO P.K. NAIL W/ LS-458 WASHER IN POWER POLE  
 NE 48.22 TO R.R. SPIKE IN POWER POLE  
 SE 114.99 TO NAIL W/ RIBBON IN POWER POLE  
 SW 46.09 TO TOP NUT OF FIRE HYDRANT

NE COR OF NW 1/4 SEC. 12 T11N R10W  
 FOUND ALUMINUM CAP W/ 5/8" IRON REBAR  
 S 33.00 TO 3/4" IRON PIPE  
 SE 88.70 TO NAIL IN POWER POLE  
 NE 44.88 TO "X" IN BRASS CAP (B.M. #740)  
 NE 73.83 TO NAIL IN POWER POLE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON \_\_\_\_\_ UNDER MY PERSONAL SUPERVISION, I COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING SURVEY RECORD THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED WERE FOUND OR PLACED AT ALL PROPERTY CORNERS; THAT THE DIMENSIONS OF THE TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

DWG: C:\Temp\AcPublish\_17368\09\_ROW\_200583.dwg USER: zloomis  
 DATE: Oct 04, 2021 7:17am XREFS: V\_XRWAY-ROADWAY\_0200583 V\_XTOPO\_0200583

PROJECT NO: 020-0583  
 DRAWN BY: LS  
 DATE: 9.17.2021

RIGHT-OF-WAY

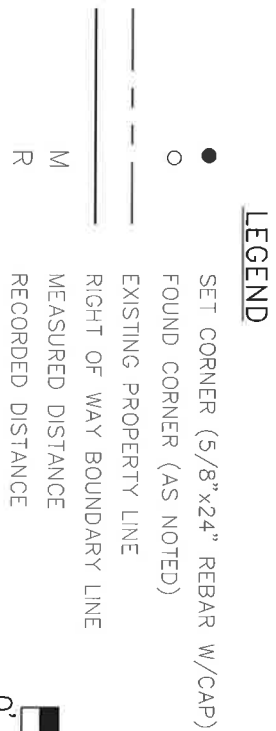
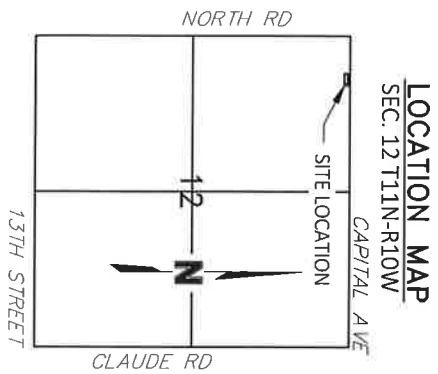
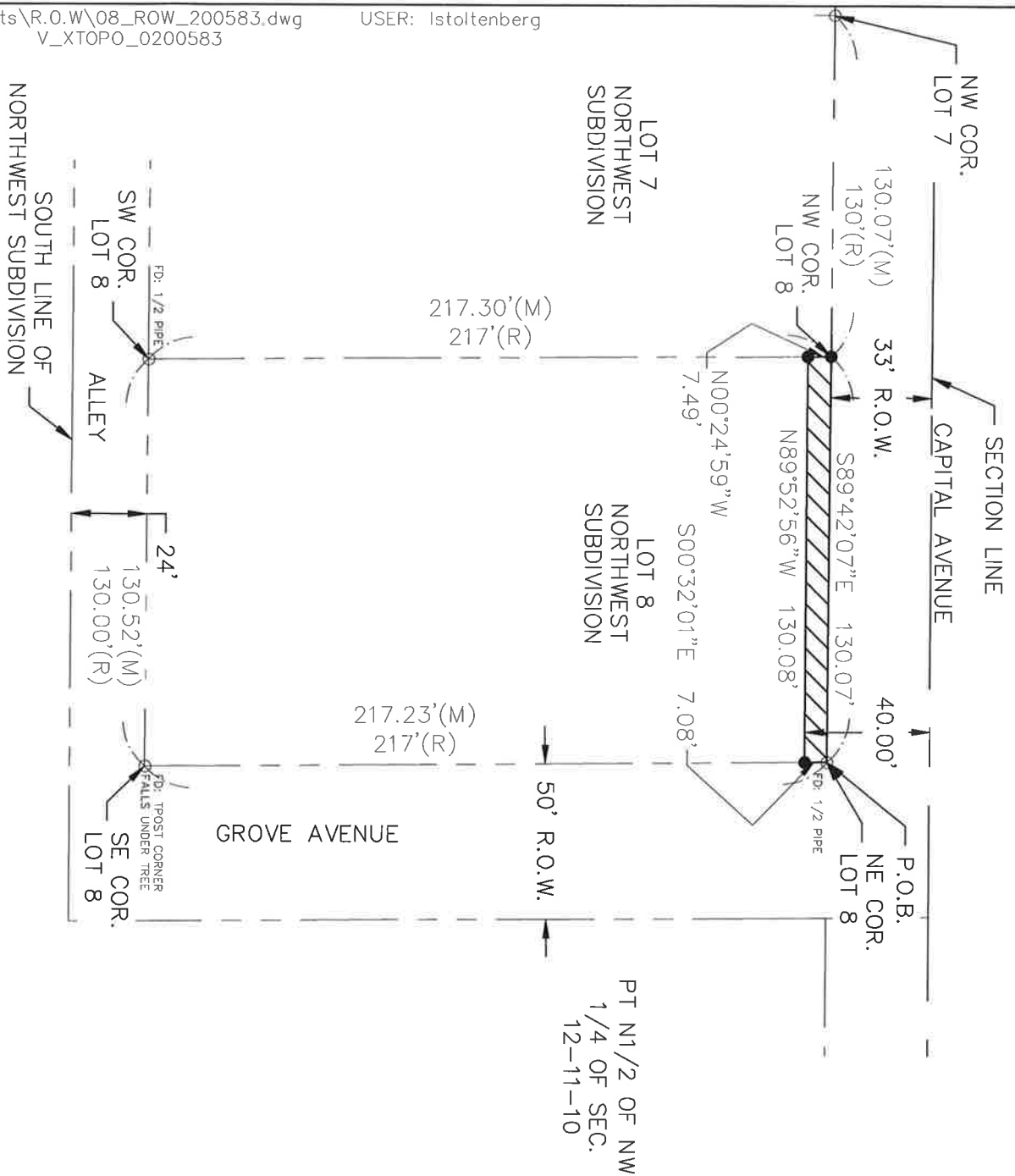
**Olsson**

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

EXHIBIT

1

**RIGHT-OF-WAY**  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 8  
 CAPITAL AVENUE PAVING IMPROVEMENTS



DWG: F:\2020\0501-1000\020-0583\40-Design\Exhibits\ROW & Easements\R.O.W\08\_ROW\_200583.dwg USER: Istoltenberg  
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PROJECT NO: 020-0583  
 DRAWN BY: LS  
 DATE: 9.8.2021

RIGHT OF WAY

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

EXHIBIT  
 1



***RIGHT-OF-WAY***  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 8  
 CAPITAL AVENUE PAVING IMPROVEMENTS

RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND LOCATED IN LOT 8, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE ON AN ASSUMED BEARING OF S00°32'01"E ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 7.08 FEET; THENCE N89°52'56"W A DISTANCE OF 130.08 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE N00°24'59"W ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 7.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE S89°42'07"E ALONG THE NORTH LINE OF SAID LOT 8, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE, A DISTANCE OF 130.07 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 947 SF MORE OR LESS.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ON \_\_\_\_\_ UNDER MY PERSONAL SUPERVISION, I COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF LOT 8, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING SURVEY RECORD THERE OF; THAT IRON MARKERS, EXCEPT WHERE INDICATED WERE FOUND OR PLACED AT ALL PROPERTY CORNERS; THAT THE DIMENSIONS OF THE TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

USER: Istoltenberg

DWG: F:\2020\0501-1000\020-0583\40-Design\Exhibits\ROW & Easements\R.O.W\08\_ROW\_200583.dwg  
 DATE: Sep 08, 2021 8:20am XREFS: V\_XRWAY-ROADWAY\_0200583 V\_XTOPO\_0200583

PROJECT NO: 020-0583	<b>RIGHT OF WAY</b>	<b>Olsson</b>	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: LS				1
DATE: 9.8.2021				



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-1

### Approving Minutes of December 28, 2021 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 28, 2021

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 December 28, 2021. Notice of the meeting was given in *The Grand Island Independent* on December 22, 2021.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Mitch Nickerson, and Chuck Haase. Councilmembers Justin Scott and Maggie Mendoza were absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof and Public Works Director John Collins.

INVOCATION was given by Pastor Trevon Buchanan, Stolley Park Church of Christ, 2822 West Stolley Park Road followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 3957 Silver Road (Automotive Specialties). Utilities Director Tim Luchsinger reported that a utility easement was needed at 3957 Silver Road in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Automotive Specialties Service and Sales, LLC had requested a new electrical service for a new building. The proposed easement would allow the Utilities Department to access, operate, and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3625 W. Old Potash (Hornady Family). Utilities Director Tim Luchsinger reported that a utility easement was needed at 3625 W. Old Potash in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Horandy Manufacturing was in the process of expanding their Manufacturing Plant. The proposed easement would allow the Utilities Department to access, operate, and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

RESOLUTION:

#2021-369 - Approving Memorandum of Understanding to the Labor Contract between the City of Grand Island and the Fraternal Order of Police (FOP) Grand Island Lodge No. 24 Bargaining Unit. Human Resources Director Aaron Schmid reported that the Police Department would like to increase the lateral hiring incentive program to \$5,000 along with the 50 hours of compensatory time and step placement based on prior agency. Additionally, the department would like to offer a referral incentive to existing Officers who successfully recruit applicants.

The proposal was to offer \$300 incentive towards the referral of one non-certified applicant that makes the Civil Service eligibility list. A \$500 incentive for the referral of two or more non-certified applicants that make the eligibility list. A \$500 incentive for the referral of one or more certified applicants that make the eligibility list. Lastly, a \$1,700 incentive if one or more of the referred applicants is hired.

Discussion was held regarding an expiration date on the MOU. Mr. Schmid stated this would expire at the end of the union contract in 2022.

Motion by Stelk, second by Nickerson to approve Resolution #2021-369. Upon roll call vote, all voted aye. Motion adopted.

#### ORDINANCES:

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

- #9866 - Consideration of Amending Grand Island City Code Chapters 18 and 26 Relative to Mechanical and Plumbing Regulations
- #9867 - Consideration of Approving Salary Ordinance

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of this ordinance on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

- #9866 - Consideration of Amending Grand Island City Code Chapters 18 and 26 Relative to Mechanical and Plumbing Regulations

Building Department Director Craig Lewis reported that the City Council in November of 2020 approved continuing education for plumbing licenses, this amendment would require continuing education for Mechanical licenses. The amendment would also modify scope of services to allow plumbers to continue to provide services on boilers, refrigeration, and hydronics as defined in the Mechanical code. Staff recommended approval.

Mr. Lewis answered questions regarding the continuing education requirements.

Motion by Haase, second by Paulick to approve Ordinance #9866.

City Clerk: Ordinance #9866 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9866 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9866 is declared to be lawfully adopted upon publication as required by law.

#### #9867 - Consideration of Approving Salary Ordinance

Human Resources Director Aaron Schmid reported that this item would change the salary ordinance to reflect the changes just approved by Resolution #2021-369 relative to the Police Department.

Discussion was held regarding the amount of the incentive and the number of vacancies. Chief Falldorf stated they needed the officers and this would help.

Motion by Conley, second by Fitzke to approve Ordinance #9867.

City Clerk: Ordinance #9867 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Haase, Nickerson, Minton, Conley, Stelk, Fitzke, and Paulick voted aye. Councilmember Guzinski voted no. Motion adopted.

City Clerk: Ordinance #9867 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote Councilmembers Haase, Nickerson, Minton, Conley, Stelk, Fitzke, and Paulick voted aye. Councilmember Guzinski voted no. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9867 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent item G-13 (Resolution #2021-363) was pulled for further discussion. Motion by Paulick, second by Minton to approve the Consent Agenda excluding item G-13. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of December 14, 2021 City Council Regular Meeting.

Approving Councilmembers Appointments to Boards and Commissions.

Approving Re-Appointment of Brandon Bowley to the Central District Health Board.

Approving Appointment of Russ Canfield to the Building Code Advisory Board.

Approving Re-Appointments to the Electrical Board.

Approving Re-Appointments to the Mechanical Examining Board.

Approving Re-Appointments to the Plumbing Board.

Approving Request from Misty McDaniel, 508 8th Ave #49, Kearney, Nebraska for Liquor Manager Designation with Smoker Friendly 015, 802 West 2nd Street.

#2021-359 - Approving Acquisition of Utility Easement - 3957 Silver Rd (Automotive Specialties).

#2021-360 - Approving Acquisition of Utility Easement - 3625 W. Old Potash (Hornady Family).

#2021-361 - Approving Bid Award - 115 kV Pole Inspection and Preservation Services with Intec Services, Inc. of Fort Collins, Colorado in and Amount of \$271,570.00.

#2021-362 - Approving PGS Coal Combustion Residual (CCR) Groundwater Services Task 18 with HDR Engineering, Inc. of Omaha, Nebraska in an Amount not to exceed \$13,580.00.

#2021-363 - Approving Purchase of 2022 Police Fleet Vehicles from Anderson Auto Group of Lincoln, Nebraska in an Amount of \$242,476.00. Police Chief Robert Falldorf reported the Police Department had budget authority under Capital Outlay for the purchase of seven (7) 2022 Police fleet vehicles. The Department was replacing higher mile vehicles from the marked Patrol Division fleet on our regular vehicle rotation. The Department was requesting to purchase the seven (7) 2022 Police Interceptor Utility vehicles under State contract #15418 OC from Anderson Auto Group, Lincoln, Nebraska.

Discussion was held regarding hybrid vehicles and the cost.

Motion by Haase, second by Nickerson to approve Resolution #2021-363. Upon roll call vote, all voted aye. Motion adopted.

#2021-364 - Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Transportation for Calendar Year 2022.

#2021-365 - Approving Change Order No. 1 for Bridge Joint Repairs 2020-2021 with Wilke Contracting Corp. of Kearney, Nebraska to extend the completion date from December 31, 2021 to April 30, 2022.

#2021-366 - Approving Bid Award for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$172,213.20.

#2021-367 - Approving Amending the Grand Island Public Library Job Classification from Custodian to Maintenance Worker 1.

#2021-368 - Approving Self Checkout System for the Library with Bibliotheca in an Amount of \$56,465.00.

PAYMENT OF CLAIMS:

Motion by Minton, second by Stelk to approve the payment of claims for the period of December 15, 2021 through December 28, 2021 for a total amount of \$5,485,700.79. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:49 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-2

### **#2022-1 - Approving Updated East Central 911 Interlocal Agreement**

Staff Contact: Jon Rosenlund



# Council Agenda Memo

**From:** Jon Rosenlund, Emergency Management Director  
**Meeting:** January 11, 2022  
**Subject:** East Central 911 Interlocal Agreement - Updated  
**Presenter(s):** Jon Rosenlund, Emergency Management Director

## Background

In 2019, the Grand Island Emergency Center joined a shared 911 system managed by the East Central Regional 911 (EC911) group through an Interlocal Agreement. By sharing backroom 911 system equipment (hosts) and distributing telephone calls to the various 911 Centers that have partnered together in this shared system, jurisdictions save money and share common costs of expensive host equipment, software and hardware maintenance. The equipment shared by EC911 is scheduled for replacement in 2022 and two new partners are joining the EC911 group. These changes require an update to the current Interlocal Agreement.

## Discussion

As the State of Nebraska works with regional 911 cooperative systems to migrate to Next Generation 911 technologies, various jurisdictions are joining together into Regional 911 systems that include several counties sharing the costs of 911 backroom equipment and maintenance agreements, all while operating their own 911 Centers. Calls are received by a pair of “hosts” that are placed in different parts of the region, and then distributed to the participating 911 Centers through a data network. Sharing “host” equipment allows counties to decrease initial outlays for expensive backroom equipment and provides redundancy since if a 911 Center is unable to take their calls, those calls can be distributed to a neighboring agency. Having two hosts also allows for “geo-diversification” of critical infrastructure so if one host is damaged or disconnected from 911 calls, those calls can all be routed to the other host until repairs or reconnection is made.

In 2019, Grand Island Emergency Center joined the East Central 911 Region (EC911), comprising of Nance, Boone, Merrick, Polk, Saunders, Platte, Butler, and Hamilton counties. The two shared hosts originally purchased 7 years ago by EC911 are scheduled for replacement in 2022. With the purchase and installation of two new hosts, the EC911 Region will be cooperating with the Nebraska Public Service Commission and migrating to NextGen911. Additionally, two additional 911 centers are joining the EC911 group.

Therefore, an updated Interlocal Agreement is necessary to detail the shared costs assigned to all partners involved.

Costs for the shared equipment and maintenance agreements is divided among the partners by the number of dispatch consoles in each center. This proposal also includes moving 911 host equipment from Wahoo, NE, to Grand Island City Hall. This provides us the chance to maintain this host inside City Hall where we would have direct connection to the host at both the main center at 1210 N North Road and the alternate 911 center in City Hall.

### **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 Addendum Agreement to join the East Central Regional 911 System.

### **Sample Motion**

Move to approve the updated East Central 911 Interlocal Cooperation 911 Emergency Communications Equipment Sharing Agreement.

**INTER-LOCAL COOPERATION  
911 EMERGENCY COMMUNICATIONS EQUIPMENT SHARING  
AGREEMENT**

This Inter-Local Cooperation Agreement hereinafter referred to as the “Agreement”, is made pursuant to Neb. Rev. Stat. sections §13-801 through §13-827 (and any subsequent amendments thereto), and is entered into by the Boone County Board of Commissioners on behalf of the Boone County Sheriff’s Office; the Butler County Board of Supervisors on behalf of the Butler County Sheriff’s Office; the Columbus City Council and the Platte County Board of Supervisors Committee on behalf of the Columbus/Platte County Joint Communications Center; the Custer County Board of Supervisors on behalf of the Custer County Sheriff’s Office; the Hamilton County Board of Supervisors on behalf of the Hamilton County Sheriff’s Office; the Hall County Board of Supervisors and the Grand Island City Council on behalf of the Grand Island/Hall County Emergency Communications Center; the Region 26 Council on behalf of Region 26; and, the Saunders County Board of Supervisors on behalf of the Saunders County Sheriff’s Office, hereafter collectively referred to as the “East Central 911”, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**WHEREAS**, the East Central 911 Agencies recognize the benefit of shared E9-1-1 customer premise equipment (CPE) based on the requirement to connect CPE equipment to the ESI Net; and,

**WHEREAS**, the East Central 911 agencies have determined a method to share equipment through the creation of an East Central 911 equipment sharing governance board to monitor and maintain E9-1-1 CPE in the region, and,

**WHEREAS**, additional funding may become available through grants and subsidies to the system; and,

**WHEREAS**, a system to handle funds through the City of Columbus as the East Central 911 Fiscal Agent is established creating a separate account allowing for carryover of funds and a flexible budgeting system.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the East Central Region 911 counties and cities, by and through their governing boards, agree as follows:

1. **DURATION:** This Agreement shall continue for the duration of five (5) years from the date of execution by the parties. This does not preclude other Counties or PSAPs from buying in during this agreement.
  
2. **SEPARATE LEGAL OR ADMINISTRATIVE ENTITY: DELEGATION:** This Agreement will establish an East Central 911 governing committee

EC-911  
INTER-LOCAL AGREEMENT  
Page 1 of 5

(hereinafter referred to as the “Governing Regional Committee”). The Governing Regional Committee will be comprised of one representative from each of the eight (8) agencies making up the East Central 911 Region. Each agency’s respective representative will be appointed by their representative City Council, or the County Board of Supervisors/Commissioners or Region for that County or Region. The Clerk of each appointing authority will maintain a letter of appointment designating that representative. The Columbus/Platte County Joint Communications Center is governed by a joint committee, therefore the Clerk for the City of Columbus will maintain a letter of appointment designating the Columbus/Platte County Joint Communications Center representative. The City of Columbus, serving as fiscal agent by execution of this agreement, will maintain a copy of each letter of appointment for each representative appointed to serve on the Governing Regional Committee. The Governing Regional Committee shall administer this Agreement. If any other PSAP should join the group at a later time, their governing entity will appoint a similar representative to the Board for their County/PSAP or Region.

3. **POLICY:** It shall be the policy of the Governing Regional Committee for the East Central 911 Counties established by this Agreement to align with the rules and regulations of the Nebraska Public Service Commission as well as the statutes of the State of Nebraska as they pertain to the operation of E911 call processing equipment.
4. **OVERSIGHT:** The Governing Regional Committee shall oversee and administer the E9-1-1 call processing system. The Governing Regional Committee will be chaired by a committee representative elected by the committee representatives at their first meeting by a simple majority vote. Any decisions affecting policy, recommendation, and/or subsequent change that alter the purpose of the Agreement will be implemented only after the Governing Regional Committee reaches a majority respectively. Other agency participants can request to become party to this interlocal agreement, and such costs and requirements will be determined at the time of the request. The Governing Regional Committee shall prepare and adhere to bylaws governing the procedures which shall be used in making determinations and conducting its affairs.
5. **COST:** Member agencies will share the equipment and support costs of each Host site, as well as the initial alternate connection cost. The determining share is dependent upon the number of positions at each agency. Positions added after the execution of this contract will not affect the share cost for the duration of the contract. Member agencies are responsible the cost of equipment at individual agency sites, which are referred to as remote sites, and annual alternate connection fees. Each member agency shall agree to pay the projected costs listed on the “Projected Agency Costs” table included as part of this agreement. The maximum annual cost for each agency shall not exceed an additional 8% of the projected cost for each agency. Any agency whose cost goes beyond the maximum cost has the option to renegotiate or challenge this agreement.

There are some re-occurring costs that all public service answering points incur in their day-to-day operations (i.e. telephone usage bills, data transport, dispatcher salaries); these costs are not figured into the projected costs, and will be the responsibility of each individual agency, however the EC911 group may negotiate for group pricing of these items if beneficial to the agencies involved. These costs listed shall include equipment costs, provider services, system upgrades, warranties and enhancements related to central or common components or services. Each member agency shall be required to keep a current Software System Support and Extended Hardware Warranty agreement for remote sites. Additions of equipment or services used by each participating agency, including the required support and warranty agreement, will be the responsibility of that agency and is not included in the projected costs. When serving on the Governing Regional Committee, expenses incurred by a jurisdiction are the sole responsibility of the jurisdiction.

6. **Separation:** This agreement may be terminated by any of the parties providing one hundred and eighty (180) days prior written notice to the governance committee. Because of the nature of E9-1-1 call processing equipment, all East Central 911 Region member counties understand there is no buyout to this agreement. Any equipment purchased by a party to this agreement will remain with that agency. Host equipment will remain as property of all parties of this agreement.
7. **Severability:** If it shall be determined by a court or other governmental body of competent jurisdiction that any provision of this interlocal agreement shall be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not invalidate the entire agreement and shall not affect the other terms and provisions of this Agreement. To the extent legally possible, any invalid or unenforceable provision will be modified to reflect the parties' original intention
8. This agreement shall replace the Interlocal Cooperation Agreement between the parties dated on or about September, 2013, as may have been amended from time to time.

**Projected Agency Costs**

<b>Agency</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Boone County	\$33,762.36	\$1,178.92	\$1,192.98	\$1,207.42	\$1,220.20
Butler County	\$37,940.47	\$1,178.92	\$1,192.98	\$1,207.42	\$1,220.20
Columbus/Platte County JCC	\$26,003.93	\$1,741.84	\$1,769.96	\$1,798.84	\$1,828.41
Custer County	\$51,267.99	\$1,460.38	\$1,481.47	\$1,503.13	\$1,525.31
Grand Island/Hall County ECC	\$34,408.41	\$2,2023.31	\$2,058.45	\$2,094.55	\$2,131.51
Hamilton County	\$59,467.81	\$1,741.84	\$1,769.96	\$1,798.84	\$1,828.41
Region 26	\$26,597.36	\$1,460.38	\$1,481.47	\$1,503.13	\$1,525.31
Saunders County	\$50,986.85	\$1,178.92	\$1,192.98	\$1,207.42	\$1,220.20

The parties hereto agree to adopt this Agreement by resolution and shall file the same with their respective Clerks.

BOONE COUNTY BOARD OF  
COMMISSIONERS  
ALBION, NEBRASKA  
  
BY: \_\_\_\_\_  
CHAIRPERSON  
  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

HALL COUNTY BOARD OF  
SUPERVISORS  
GRAND ISLAND, NEBRASKA  
  
BY: \_\_\_\_\_  
CHAIRPERSON  
  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

BUTLER COUNTY BOARD OF  
SUPERVISORS  
DAVID CITY, NEBRASKA  
  
BY: \_\_\_\_\_  
CHAIRPERSON  
  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

PLATTE COUNTY BOARD OF  
SUPERVISORS  
COLUMBUS, NEBRASKA  
  
BY: \_\_\_\_\_  
CHAIRPERSON  
  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

COLUMBUS CITY  
COUNCIL  
COLUMBUS, NEBRASKA  
  
BY: \_\_\_\_\_  
MAYOR  
  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

SAUNDERS COUNTY BOARD OF  
SUPERVISORS  
WAHOO, NEBRASKA  
  
BY: \_\_\_\_\_  
CHAIRPERSON  
  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

HAMILTON COUNTY BOARD OF  
SUPERVISORS  
CENTRAL CITY, NEBRASKA  
  
BY: \_\_\_\_\_  
CHAIRPERSON  
  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

REGION 26 COUNCIL  
TAYLOR, NEBRASKA  
  
BY: \_\_\_\_\_  
CHAIRPERSON  
  
Dated this \_\_\_ Day of \_\_\_\_\_, 202\_

CUSTER COUNTY BOARD OF  
SUPERVISORS  
BROKEN BOW, NEBRASKA  
  
BY: \_\_\_\_\_  
CHAIRPERSON  
  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

GRAND ISLAND CITY COUNCIL  
GRAND ISLAND, NEBRASKA  
  
BY: \_\_\_\_\_  
MAYOR  
  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

RESOLUTION 2022-1

WHEREAS, the Grand Island Emergency Center, managed by the Grand Island Emergency Management Department is the Public Safety Answering Point (PSAP) for all of Hall County; and

WHEREAS, since 2019, the Grand Island Emergency Center has been a member of the East Central 911 Region (EC911) group which operates a shared 911 system (Call Works) in order to decrease costs, increase redundancy and share resources through statewide networks; and

WHEREAS, EC911 shared system host equipment is due for replacement, the cost of which is divided among all EC911 group members by the number of dispatch consoles in each Center, and

WHEREAS, additional 911 Centers are proposing to join the EC911 group, enlarging the membership of EC911, and

WHEREAS, each member of EC911, such as the Grand Island Emergency Center, will purchase and maintain any local 911 equipment which is not a shared resource among the EC911 group, and

WHEREAS, an updated East Central 911 Interlocal Cooperation 911 Emergency Communications Equipment Sharing Agreement will provide the framework for the purchase and maintenance of the new host equipment as well as include new EC911 members in cost sharing.

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

1. The Mayor is hereby authorized and directed to approve the updated East Central 911 Interlocal Cooperation 911 Emergency Communications Equipment Sharing Agreement and the continued partnership of the Grand Island Emergency Center with the East Central 911 group.

---

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form	☐ _____
January 7, 2022	☐ City Attorney





# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-3

**#2022-2 - Approving Contract with Motorola CallWorks for 911 System Support**

Staff Contact: Jon Rosenlund

# Council Agenda Memo

**From:** Jon Rosenlund, Director of Emer Mgt. & Comm  
**Meeting:** January 11, 2022  
**Subject:** 911 System Contract Extension  
**Presenter(s):** Jon Rosenlund, Director of Emer Mgt. & Comm

## Background

In 2019, the Grand Island Emergency Center installed an upgrade to equip the new 911 Center, maintain backup consoles in the City Hall Alternate 911, and maintain all this equipment and software for 5 years. This acquisition allowed the Grand Island Emergency Center to enter into an agreement to share 911 host equipment costs with the EC911 group while paying for the maintenance cost of local 911 equipment specific to the Grand Island Emergency Center. An updated EC911 Interlocal Agreement in 2022 will allow for the replacement of the original host equipment and the inclusion of new partners in EC911. CallWorks has provided an updated maintenance contract for local equipment that will sync all maintenance contracts with all EC911 partners on a 5 year time frame. This proposed maintenance contract will replace our current local contract set to expire in 3 years. Total cost for this 5 year contract is \$78,790.53 spread over 5 annual payments.

## Discussion

Since 2019, the Grand Island Emergency Center has been a partner of the East Central 911 (EC911) a shared, regional 911 phone system. The EC911 group shares all costs of 911 backroom equipment, including 2 hosts that connect to all EC911 partners. Local partners are responsible for the purchase and maintenance of their own, local equipment.

In 2019, the Grand Island Emergency Center installed new local equipment and began a 5 year maintenance contract with Motorola Call Works to maintain equipment in the new EM911 facility as well as the alternate 911 facility in City Hall. With a new EC911 Interlocal in 2022, the group will upgrade shared host equipment. In conjunction with that equipment upgrade, all partners are syncing their various local maintenance agreements to coincide with each other.

As such, this updated local maintenance and support contract will expire following 5 years and costs a total of \$78,790.53 over 5 annual payments.

## **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 contract with Motorola Solutions Inc. for the 911 CPE maintenance for \$78,790.53.

## **Sample Motion**

Move to approve the contract with Motorola Solutions Inc. for the 911 CPE maintenance for \$78,790.53.

# GRAND ISLAND, NEBRASKA

NOVEMBER 1, 2021

## CALLSTATION SOLUTION BUDGETARY PROPOSAL



The design, technical, pricing, and other information ("Information") furnished with this budgetary submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions. The Information provided in this budgetary submission is provided for evaluation purposes only and does not constitute a binding offer to sell or license any Motorola Solutions product or services. Motorola Solutions is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

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SECTION 1

# INTRODUCTION

Tackling one of the toughest 9-1-1 public safety dilemmas, CallStation from Motorola Solutions is pioneering the convergence of Next Generation 9-1-1 Call Taking, Mapping, IP based telecommunications systems and integration services. Our state-of-the-art solution is the only natively integrated, browser-based, VoIP and network centric design in the industry. Using the latest software design and telephony technologies, our native i3-compatible application manages the receipt of emergency calls with a simpler, easier-to-use workflow approach and user interface designed to work the way you do, today.

We endorse the forward thinking of GRAND ISLAND to advance their level of public safety service for the citizens of the region. Our system was specifically designed and developed for IP based solutions supporting Single Back Room, Geo-diverse and Federated Next Generation solutions. The system has a complex but simple array of features, many critical to the way that you manage your centers today. Our objective is to provide GRAND ISLAND with an evergreen solution that will secure your future with the necessary benefits that allow your staff to serve and protect its citizens with the most economical and efficient Next Generation call handling solution.

Motorola Solutions, is pleased to present GRAND ISLAND, a maintenance and warranty extension on their state-of-the-art, integrated IP based NG9-1-1, Single Back Room Remote system including all identified customer requirements for a comprehensive solution. The CallStation platform provides for a more cost effective and easy to use solution focused on eliminating traditional costly integration and maintenance of proprietary legacy systems while revolutionizing the 9-1-1 call taking to dispatch workflow.

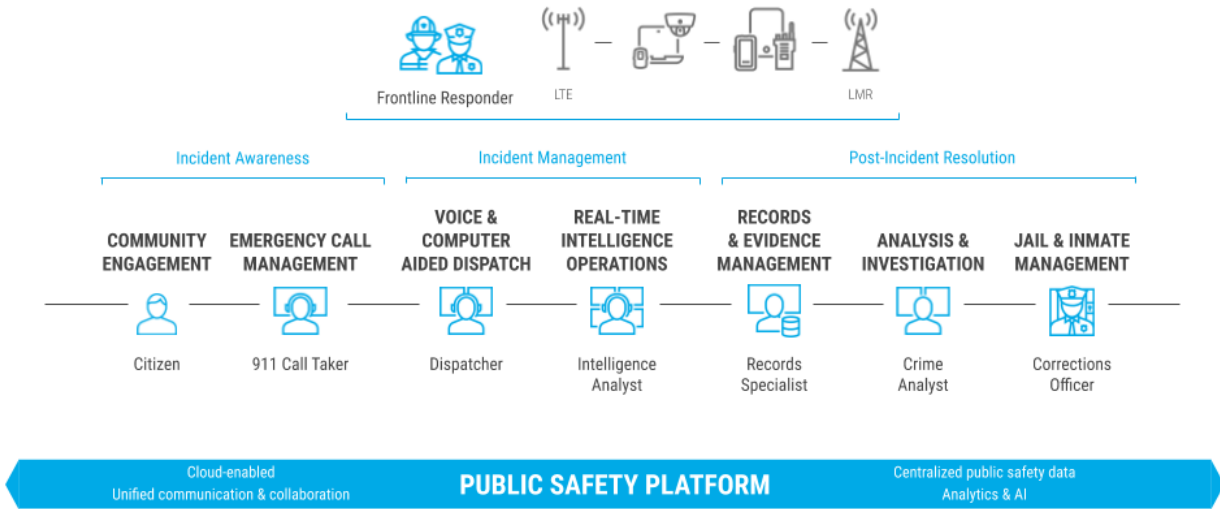
Motorola Solutions is aware that many PSAPs, dispatch agencies and distribution channels desire a balance between mainstream and state-of-the-art, next generation technology and generally seek to employ a total solution that will prolong the life of the proposed system at a lower cost. With this in mind, the solution is based upon advanced, yet proven technology derived from current IT, IP, VoIP, HTML 5, and Web services standards, yet allows smooth migration as next generation 9-1-1 matures. The proposed solution, while supporting legacy and NG9-1-1, provides open architecture for both the hardware, software and network components unlike any competitive offering. This solution as proposed to GRAND ISLAND, addresses and includes all the hardware, software, legacy interfaces, connections, associated project management, installation, IP migration and transition, user training and other services as requested.

CallWorks CallStation products are an integral part of Motorola Solutions' end-to-end Public Safety Software Enterprise driving the integration of a complete Command Center suite. From answering thousands of emergency calls and text messages to processing video, disparate evidence and records, Motorola Solutions is helping agencies transform into intelligence-driven command centers, enabling them to make more informed decisions resulting in better outcomes. Learn more about [Motorola Solutions'](#) wide-ranging product portfolio.

END-TO-END PUBLIC SAFETY SOFTWARE SUITE



# COMMANDCENTRAL



Use or disclosure of this budgetary proposal is subject to the restrictions on the cover page.

CallWorks CallStation

1-2 Introduction

Motorola Solutions Confidential Restricted 

SECTION 2

# SUPPORT AND MAINTENANCE SUMMARY

## 2.1 SUMMARY OF OUR BUDGETARY OFFER

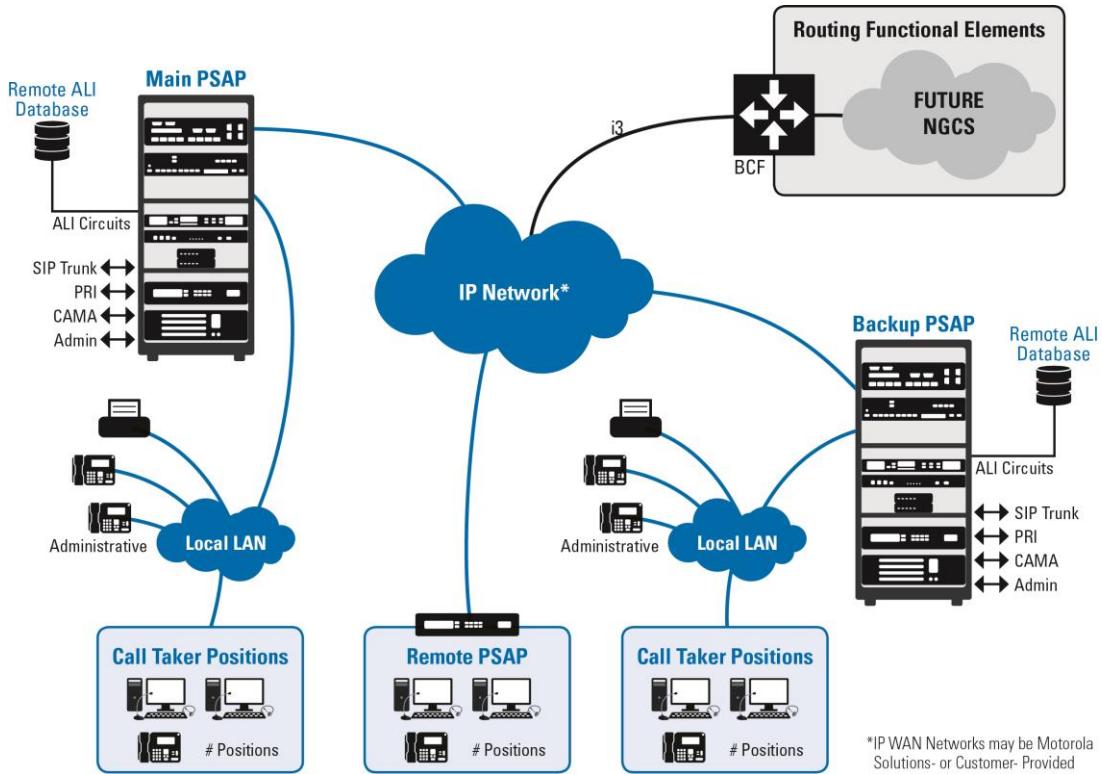
This proposal consists of Software System Support and Extended Hardware Warranty purchased annually, or 5-Year Prepaid. No on-site maintenance is included. System support consists of positional and product software

- Continuous workstation performance monitoring and enterprise workstation antivirus protection
- System and component level monitoring, alarming, diagnostics and reporting services
- All-inclusive software support, updates, and upgrades for the contract term, no surprise charges
- 24/7/365 Help desk, trouble ticketing and customer support services
- Warranty & Support pricing is based off of current system configuration



## 2.2 PRELIMINARY SYSTEM DIAGRAM

### 2.2.1 Geo-diverse PSAP with Remote PSAP Design



Use or disclosure of this budgetary proposal is subject to the restrictions on the cover page.

CallWorks CallStation

2-2 Support and Maintenance Summary

Motorola Solutions Confidential Restricted 

SECTION 3

# BUDGETARY PRICING

## 3.1 BUDGETARY PRICING SUMMARY

### 3.2 REMOTE 8: GRAND ISLAND

<b>GRAND ISLAND Remote 8 Maintenance Summary</b>	
	<b>OFFER PRICE</b>
5-Year Prepaid System Support & Extended Hardware Warranty	\$56,317.00
System Support and Hardware Warranty – Year 1	\$14,790.84
System Support and Hardware Warranty – Year 2	\$15,585.80
System Support and Hardware Warranty – Year 3	\$15,585.80
System Support and Hardware Warranty – Year 4	\$16,211.40
System Support and Hardware Warranty – Year 5	\$16,616.69
<i>Current Support Expires on March 26, 2022</i>	

\* Quote is valid for 90 days from the date of this proposal.

\*\* Motorola Solutions is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

RESOLUTION 2022-2

WHEREAS, the Grand Island Emergency Center is the Hall County Public Safety Answering Point (PSAP) and maintains a 911 telephone system (CPE) for the purpose of receiving 911 and other emergency telephone calls on behalf of all residents, businesses and visitors of Hall County; and

WHEREAS, the current support and maintenance contract for the local 911 equipment expires in 3 years, and

WHEREAS, an updated Interlocal Agreement with the East Central 911 (EC911) group includes an updated support and maintenance contract with each partner for local equipment to expire in 5 years in order to sync all local support contracts among the EC911 partners; and

WHEREAS, Motorola Solutions, Inc. has provided a proposal to provide support and maintenance for the local 911 equipment and software through a 5 year contract totaling \$78,790.53 over 5 annual payments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the Mayor is hereby authorized and directed to approve this contract on behalf of the City of Grand Island for \$78,790.53.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form	☒ _____
January 7, 2022	☒ City Attorney



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-4

**#2022-3 - Approving Acquisition of Utility Easement - 1601 S.  
Locust Street (Bosselman Real Estate, LLC)**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2022-3

WHEREAS, a public utility easement is required by the City of Grand Island from Bosselman Real Estate, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines; and

WHEREAS, a public hearing was held on January 11, 2022, for the purpose of discussing the proposed acquisition of a Twenty (20.0) foot wide easement and right-of-way tract located through a part of Lot Three (3), Bosselman Business Park Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the Northwest corner of Lot Three (3), Bosselman Business Park Subdivision, in the City of Grand Island, Hall County, Nebraska; thence southerly, along the westerly line of said Lot Three (3), a distance of twenty-nine and seventy-six hundredths (29.76) feet to the ACTUAL Point of Beginning; thence easterly and perpendicular to the westerly line of said Lot Three (3), a distance of seventy (70.0) feet to the point of termination.

The above-described easement and right-of-way containing a total of .032 acres, more or less as shown on the plat dated 12/8/2021, 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 Bosselman Real Estate, LLC, on the above-described tract of land.

- - -

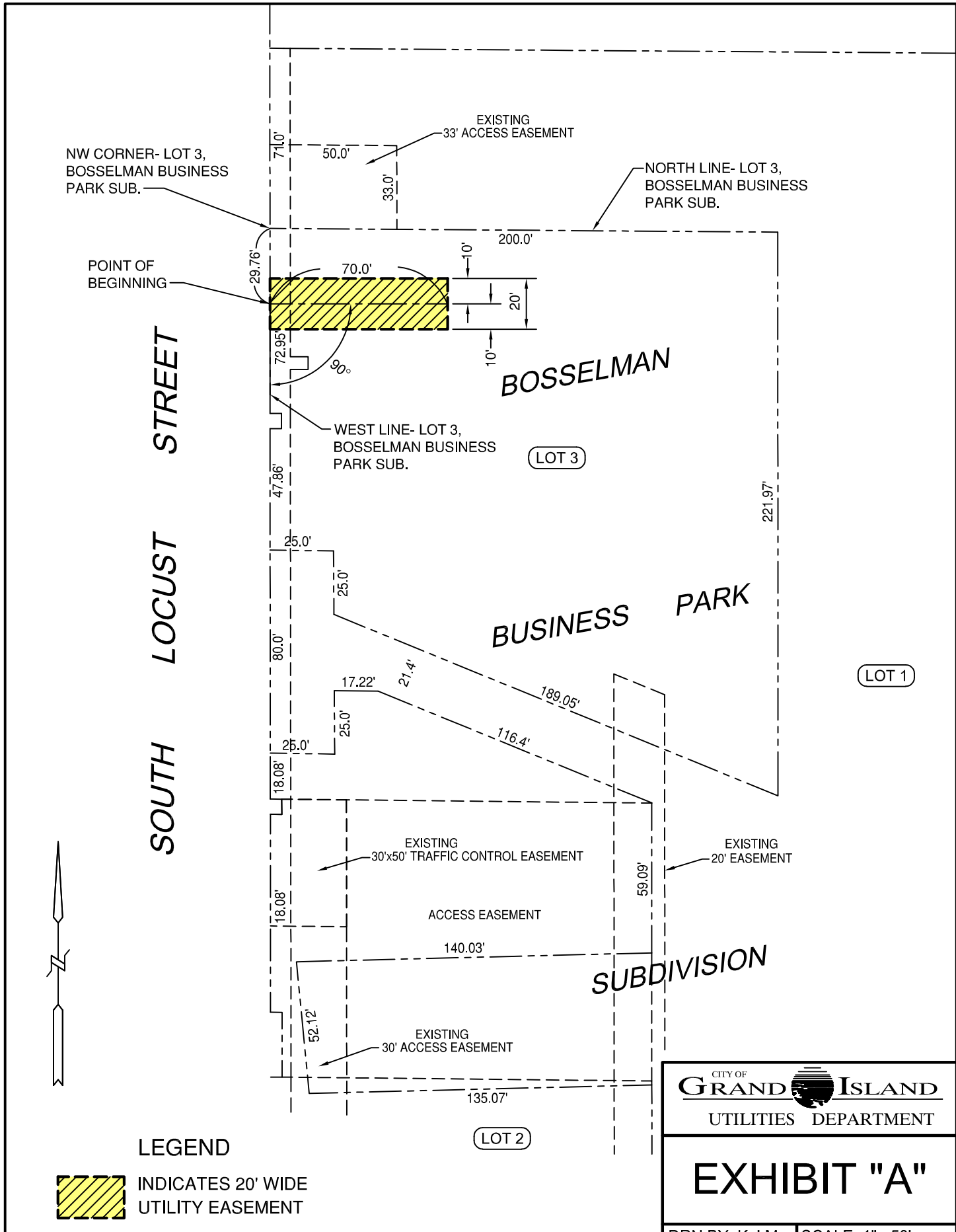
Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form	☐ _____
January 7, 2022	☐ City Attorney



NW CORNER- LOT 3,  
BOSELMAN BUSINESS  
PARK SUB.

POINT OF  
BEGINNING

**SOUTH LOCUST STREET**

EXISTING  
33' ACCESS EASEMENT

NORTH LINE- LOT 3,  
BOSELMAN BUSINESS  
PARK SUB.

**BOSELMAN**

WEST LINE- LOT 3,  
BOSELMAN BUSINESS  
PARK SUB.

LOT 3

**BUSINESS PARK**

LOT 1

EXISTING  
30'x50' TRAFFIC CONTROL EASEMENT

EXISTING  
20' EASEMENT

ACCESS EASEMENT

**SUBDIVISION**

EXISTING  
30' ACCESS EASEMENT

LOT 2

CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

**EXHIBIT "A"**



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-5

**#2022-4 - Approving Bid Award - Tree Removal Project 2022-TR-1**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting:** January 11, 2022

**Subject:** Tree Removal Contract 2022-TR-1

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

## Background

Specifications for Contract 2022-TR-1 were prepared to establish unit pricing for Tree Removal within the City of Grand Island on an as-needed basis. The City of Grand Island desires to have trees and stumps completely removed as required, to provide adequate clearance from the City's electric lines, other obstructions or hazards, in various locations throughout the City.

## Discussion

The project was advertised on November 22, 2021 and sent to eight (8) potential bidders. Bids were publicly opened on December 21, 2021, and one firm submitted prices as listed below:

	Leetch Tree Service, LLC Grand Island, NE
Remove, clear, and grub tree and stump < 6" dia.	\$125.00
Remove, clear, and grub tree and stump 6"- 12" dia.	\$200.00
Remove, clear, and grub tree and stump 13"- 24" dia.	\$400.00
Remove, clear, and grub tree and stump 25"- 36" dia.	\$975.00
Remove, clear, and grub tree and stump 37"- 48" dia.	\$2,100.00
Remove, clear, and grub tree and stump 49"- 60" dia.	\$3,200.00
Remove, clear, and grub tree and stump >60" dia.	\$4,500.00
2222 Gateway Ave, remove one maple tree and stump	\$1,300.00
1722 Idlewood Ln, remove one ash tree and stump	\$3,500.00
410 E. 1 <sup>st</sup> St, remove one elm tree and stump	\$6,500.00
2136 Viking Rd, remove one maple tree and stump	\$2,000.00
4359 W. Capital Ave, remove three trees and stumps	\$5,300.00
1804 W. Louise, remove one elm tree and stump	\$5,000.00
1919 W. John St, remove one tree and stump	\$5,250.00



There were no exceptions taken by the bidder and they are qualified to do the contract work. The bid was evaluated and is in compliance with the specifications.

### **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 a future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the prices submitted by Leetch Tree Service, of Grand Island, Nebraska for Tree Removal Contract 2022-TR-1.

### **Sample Motion**

Move to approve Tree Removal Contract 2022-TR-1 to Leetch Tree Service, LLC, of Grand Island, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 21, 2021 at 2:00 p.m.

**FOR:** Tree Removal Contract 2022-TR-1

**DEPARTMENT:** Utilities

**ESTIMATE:** N/A

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** November 22, 2021

**NO. POTENTIAL BIDDERS:** 8

**SUMMARY**

**Bidder:** Leetch Tree Service  
Grand Island, NE

**Exceptions:** None

**Bid Price:**

**B.1.1:** \$ 125.00

**B.1.2:** \$ 200.00

**B.1.3:** \$ 400.00

**B.1.4:** \$ 975.00

**B.1.5:** \$2,100.00

**B.1.6:** \$3,200.00

**B.1.7:** \$4,500.00

**B.1.8:** \$1,300.00

**B.1.9:** \$3,500.00

**B.1.10:** \$6,500.00

**B.1.11:** \$2,000.00

**B.1.12:** \$5,300.00

**B.1.13:** \$5,000.00

**B.1/14:** \$5,250.00

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Bryan Fiala, Electric Dist. Supt.

**P2330**

R E S O L U T I O N   2022-4

WHEREAS, the City of Grand Island invited sealed bids for Tree Removal Contract 2022-TR-1, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on December 21, 2021, bids were received, opened and reviewed; and

WHEREAS, Leetch Tree Service, LLC, 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 and listed below:

	Leetch Tree Service, LLC Grand Island, NE
Remove, clear, and grub tree and stump < 6” dia.	\$125.00
Remove, clear, and grub tree and stump 6”- 12” dia.	\$200.00
Remove, clear, and grub tree and stump 13”- 24” dia.	\$400.00
Remove, clear, and grub tree and stump 25”- 36” dia.	\$975.00
Remove, clear, and grub tree and stump 37”- 48” dia.	\$2,100.00
Remove, clear, and grub tree and stump 49”- 60” dia.	\$3,200.00
Remove, clear, and grub tree and stump >60” dia.	\$4,500.00
2222 Gateway Ave, remove one maple tree and stump	\$1,300.00
1722 Idlewood Ln, remove one ash tree and stump	\$3,500.00
410 E. 1 <sup>st</sup> St, remove one elm tree and stump	\$6,500.00
2136 Viking Rd, remove one maple tree and stump	\$2,000.00
4359 W. Capital Ave, remove three trees and stumps	\$5,300.00
1804 W. Louise, remove one elm tree and stump	\$5,000.00
1919 W. John St, remove one tree and stump	\$5,250.00

And;

WHEREAS, the prices of Leetch Tree Service, LLC, are acceptable for Tree Removal Contract 2022-TR-1.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the prices of Leetch Tree Service, LLC, for Tree Trimming Contract 2022-TR-1 are hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form <input type="checkbox"/> _____ January 6, 2022 <input type="checkbox"/> City Attorney
--



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-6

**#2022-5 - Approving the Certificate of Compliance with the Nebraska Department of Transportation for Maintenance Agreement No. 12; Calendar Year 2021**

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

# Council Agenda Memo

**From:** Shannon Callahan, Street Superintendent

**Meeting:** January 11, 2022

**Subject:** Approving the Certificate of Compliance with the Nebraska Department of Transportation for Maintenance Agreement No. 12; Calendar Year 2021

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

## Background

The City of Grand Island and the Nebraska Department of Transportation have had an agreement for the maintenance of state highways within the City limits dating back to 1970. Maintenance responsibilities for State highways within the corporate City limits are defined by state statute.

The Nebraska Department of Transportation (NDOT) is responsible for the surface maintenance costs of the originally constructed highway lanes through a community and the City is responsible for the surface maintenance costs of any highway widening including parking, additional thru lanes, and dedicated turn lanes.

NDOT performs snow removal on NE Highway 2, US Highway 281, US Highway 34, and the portion of US Highway 30 west of Johnstown Road.

The City performs snow removal on US Highway 30 from Johnstown Road through town to the east City limits at Shady Bend Road.

The statutes provide that the NDOT is to reimburse the City for work the City performs on NDOT's highway lanes and the City is to reimburse NDOT for snow removal on State Highways within the City Limits.

## Discussion

The maintenance agreement requires the City to certify that it has completed the maintenance work required by the agreement for the 2021 calendar year.

The net result of this exchange of services is a payment by the Nebraska Department of Transportation to the City of Grand Island in the amount of \$46,562.80.

## **Alternatives**

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

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

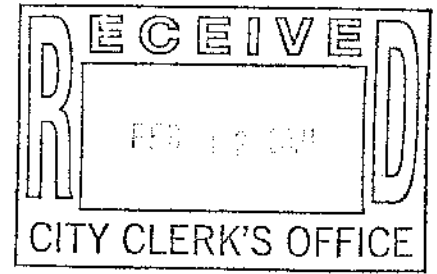
## **Recommendation**

City Administration recommends that the Council pass a resolution authorizing the Mayor to sign the Certificate of Compliance.

## **Sample Motion**

Move to approve the Certificate of Compliance for Maintenance Agreement No. 12.

Please find attached your copy to keep of the fully executed agreement renewal for 2021.



## Agreement Tracking System

AGREEMENT NO.				
O.P.R.	AGREEMENT TYPE	YEAR	SEQUENCE NO.	SUPPLEMENTAL NO.
Q	E	17	08	004

INSURANCE REQUIRED	NO	EXECUTION DATE	EFFECTIVE DATE <small>(NOTICE TO PROCEED)</small>	EXPIRATION DATE
COVERAGE THRU				
UPDATED BY	DR19134 01-15-2021			
TOTAL DOLLARS	\$105,136.00	12-28-2020	01-01-2021	12-31-2021

AGREEMENT CLASSIFICATION	21 - HIGHWAY MAINTENANCE AGREEMENTS / OTHER POLITICAL ENTITIES
LOCATION	Grand Island - Hwy 2, Hwy 30, Hwy 34, Hwy 281
BRIEF DESCRIPTION OF AGREEMENT	Maintenance agreement for surface maintenance performed by the City and snow removal performed by the State

SEQ	CONTROL NO. /RLPI/AFE	FORMATTED PROJECT NUMBER PROJECT /RLPI/AFE DESCRIPTION	CONTRACTOR NUMBER - NAME PROJECT LOCATION
00			4210 - GRAND ISLAND, CITY OF
01			4210 - GRAND ISLAND, CITY OF

ROUTING & REVIEW DATES	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Printed By: DR19134      Date Printed: 01-15-2021 01:45 PM      Scanned Into Falcon: NO

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## AGREEMENT RENEWAL

Maintenance Agreement No. 12 for 2021

Maintenance Agreement between the Nebraska Department of Transportation and the

Municipality of GRAND ISLAND

Municipal Extensions in GRAND ISLAND

We hereby agree that Maintenance Agreement No. 12/QE1708 described above be renewed for the period January 1, 2021 to December 31, 2021.

All figures, terms and exhibits to remain in effect as per the original agreement dated JANUARY 1, 2017 with revised Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this 24<sup>th</sup> day of November, 2020.

ATTEST: City of Grand Island

Rafael Edwards  
City Clerk/Witness

Roger L. Steele  
Mayor/Designee

Executed by the State this 28<sup>th</sup> day of December, 2020.

ATTEST: State of Nebraska

Dan Wahlgren

District Engineer, Department of Transportation

NDOT Form 507, August 17

Stacy R. Winkler  
Interim City Attorney

QE1708 Supp004



# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: GRAND ISLAND

Date: 1/1/21

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 29.98 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

29.98 lane miles x \$2,530.00 per lane mile = \$75,849.40.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

44.04 lane miles x \$665.00 per lane mile = \$29,286.60

Other (Explain)

$\$75,849.40 - \$29,286.60 = \$46,562.80$  due the CITY.

Change in lane miles for 2020.

NDOT Form 504, August 17

QE1708 5pp004

**ATTACHMENT C  
CITY OF GRAND ISLAND—2021**

**STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2105**

DESCRIPTION	HWY. NO.	REF POST		LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO				STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	3	3.66	**2.44	1.22
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	3	3.66		3.66
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.65	0.49	2	0.98	*0.98	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	231.95	232.77	0.82	2	1.64	1.64	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.39	0.14	2	0.28	*0.28	
Jct. 34 /281 to Webb /281	US 281	67.45	67.94	.49	4	1.96	*1.96**	
N of Webb Rd/281 to Corp Limits	US 281	68.20	72.60	4.40	4	17.60	*17.60**	
Re-enter 1200' left ramp to Broadwell Ave	US 281	73.78	74.24	.46	2	.92	*.92	
<b>TOTALS</b>				<b>20.02</b>		<b>68.96</b>	<b>51.92</b>	<b>17.04</b>

**\*\*29.98 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE**

**\*44.04 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR**

*QE1708 Spp 004*

RESOLUTION 2020-305

WHEREAS, on December 22, 1992, the City of Grand Island approved and entered into Maintenance Agreement No. 12 with the State of Nebraska Department of Transportation with respect to the maintenance of state highways within the corporate limits of Grand Island; and

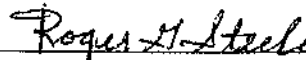
WHEREAS, this agreement requires annual renewal by both parties thereto; and

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12 to be effective January 1, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Transportation for the term January 1, 2021 through December 31, 2021 is hereby approved; and 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, November 24, 2020.

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

Attest:

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

Approved as to Form    
November 23, 2020  City Attorney

RESOLUTION 2022-5

WHEREAS, each year the City of Grand Island enters into a maintenance agreement with the State of Nebraska Department of Transportation with respect to the surface maintenance and snow removal of state highways within the corporate limits of Grand Island; and

WHEREAS, the City has complied with all surface maintenance work for the calendar year 2021 in accordance with the agreement; and

WHEREAS, upon receiving the City's Certificate of Compliance, the State will reimburse the City for surface maintenance work performed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island has complied with the terms of Maintenance Agreement No. 12 for calendar year 2021; and the Mayor is hereby authorized and directed to execute the Certificate of Compliance for such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form	☐ _____
January 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-7

**#2022-6 - Approving Bid Award for Asphalt Hot-Mix 2022**

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

# Council Agenda Memo

**From:** Shannon Callahan, Streets Superintendent  
**Meeting:** January 11, 2022  
**Subject:** Approving Bid Award for Asphalt Hot-Mix 2022  
**Presenter(s):** John Collins PE, Public Works Director

## Background

Asphalt Hot-Mix is used by the Streets Division's asphalt crew throughout the construction season to patch potholes and full-depth patch sections of roadways that are showing signs of failure.

Bidders are given the opportunity to write-in mixes that they know they will be producing this season. This allows a wider variety of mixes with set prices to be available to the Streets Division. The purchase of asphalt can then be based on the type of mix best suited for each patching job.

## Discussion

Bids were advertised on December 4, 2021 and sent to four (4) potential bidders. Two (2) bid was received and opened on December 22, 2021.

Asphalt Hot-Mix 2022  
Bid Award Recommendation

<b>Standard Mix Id</b>	<b>Binder</b>	<b>Primary Award</b>	<b>Secondary Award</b>
Type SPR	64-34	J.I.L. Asphalt Paving Co. \$58.40 per ton	Gary Smith Construction Co. \$69.53 per ton
<b>Alternate Mix Id</b>	<b>Binder</b>	<b>Primary Award</b>	<b>Secondary Award</b>
Type SPR	64-22	J.I.L. Asphalt Paving Co. \$54.70 per ton	Gray Smith Construction Co. \$61.35 per ton
Type SPR Fine	64-22	J.I.L. Asphalt Paving Co. \$55.20 per ton	Gary Smith Construction Co. \$65.00 per ton
Type SLX	64-22	J.I.L. Asphalt Paving Co. \$58.10 per ton	Gary Smith Construction Co. \$75.00 per ton
Type A	64-22	Gary Smith Construction Co.	No Bid

		\$65.00 per ton	
Type B	64-22	No Bid	No Bid
Type B/C	64-22	Gary Smith Construction Co. \$58.00 per ton Note: B/CR mix	No Bid
Type C	64-22	J.I.L. Asphalt Paving Co. \$68.35 per ton	No Bid

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of Asphalt Hot-Mix 2022 according to the bid award recommendation.

### **Sample Motion**

Move to approve the purchase of the Asphalt Hot-Mix 2022 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 22, 2021 at 2:00 p.m.  
**FOR:** Asphalt Hot-Mix for 2022  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$70.00/Ton  
**FUND/ACCOUNT:** 21033503-85547  
**PUBLICATION DATE:** December 4, 2021  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>J.I.L. Asphalt Paving Co.</u></b> Grand Island, NE	<b><u>Gary Smith Const. Co., Inc.</u></b> Grand Island, NE
<b>Exceptions:</b>	None	Noted
<b>Bid Price:</b>		
<b>SPR 64-34:</b>	\$58.40 per ton	\$69.53 per ton
<b>SPR 64-22:</b>	\$54.70 per ton	\$61.35 per ton
<b>SPR Fine:</b>	\$55.20 per ton	\$65.00 per ton
<b>Type SLX:</b>	\$58.10 per ton	\$75.00 per ton
<b>Type A:</b>	No Bid	\$65.00 per ton
<b>Type B:</b>	No Bid	No Bid
<b>Type B/CR</b>	No Bid	\$58.00 per ton
<b>Type C:</b>	\$68.35 per ton	No Bid

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Shannon Callahan, Street Superintendent  
Patrick Brown, Finance Director  
Catrina DeLosh, Admin. Asst. Public Works

**P2332**



R E S O L U T I O N   2022-6

WHEREAS, the City of Grand Island invited sealed bids for furnishing Asphalt Hot-Mix for 2022, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on December 22, 2021 bids were received, opened and reviewed; and,

WHEREAS, J.I.L. Asphalt Paving Co. and Gary Smith Construction Co. submitted responsible bids within the bid specifications for Asphalt Hot-Mix 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for asphalt hot-mix purchased in the 2022 calendar year, are hereby approved;

Asphalt Hot-Mix 2022  
Bid Award Recommendation

Standard Mix Id	Binder	Primary Award	Secondary Award
Type SPR	64-34	J.I.L. Asphalt Paving Co. \$58.40 per ton	Gary Smith Construction Co. \$69.53 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
Type SPR	64-22	J.I.L. Asphalt Paving Co. \$54.70 per ton	Gray Smith Construction Co. \$61.35 per ton
Type SPR Fine	64-22	J.I.L. Asphalt Paving Co. \$55.20 per ton	Gary Smith Construction Co. \$65.00 per ton
Type SLX	64-22	J.I.L. Asphalt Paving Co. \$58.10 per ton	Gary Smith Construction Co. \$75.00 per ton
Type A	64-22	Gary Smith Construction Co. \$65.00 per ton	No Bid
Type B	64-22	No Bid	No Bid
Type B/C	64-22	Gary Smith Construction Co. \$58.00 per ton Note: B/CR mix	No Bid
Type C	64-22	J.I.L. Asphalt Paving Co. \$68.35 per ton	No Bid

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form    ✕ _____ January 7, 2022            ✕ City Attorney
--



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-8

**#2022-7 - Approving Bid Award for Concrete Ready-Mix for 2022**

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

# Council Agenda Memo

**From:** Shannon Callahan, Street Superintendent and Jeff Wattier, Solid Waste Superintendent

**Meeting:** January 11, 2022

**Subject:** Approving Bid Award for Concrete Ready-Mix for 2022

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

## Background

On December 4, 2021 the Streets Division and Solid Waste Division of the Public Works Department advertised for bids for the purchase of Portland Cement Concrete Ready-Mix to be used in conjunction with concrete repairs throughout the 2022 calendar year.

A primary and secondary bid award is being recommended which sets prices for more than one producer so material can be purchased in the event the other producer(s) are not delivering due to larger job demands or concrete plant shutdown/breakdown.

## Discussion

Two (2) bids were received and opened on December 22, 2021. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions.

Concrete Ready-Mix 2022  
Bid Award Recommendation

	<b>Primary Award</b>	<b>Secondary Award</b>
Concrete Ready-Mix; delivery to various job sites in City Limits	Gerhold Concrete Company, Inc. of Grand Island, NE \$117.25 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$131.25 per cubic yard
Concrete Ready-Mix; delivery to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska	Gerhold Concrete Company, Inc. of Grand Island, NE \$119.65 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$136.50 per cubic yard

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of Concrete Ready-Mix 2022 according to the bid award recommendation.

## **Sample Motion**

Move to approve the purchase of Concrete Ready-Mix 2022 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 22, 2021 at 2:15 p.m.  
**FOR:** Concrete Ready-Mix for 2022  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$130.00/Streets  
\$140.00/Solid Waste  
**FUND/ACCOUNT:** 21033503-85547  
50530043-85213  
**PUBLICATION DATE:** December 4, 2021  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

<b>Bidder:</b>	<b><u>Gerhold Concrete Company, Inc.</u></b> Grand Island, NE	<b><u>Consolidated Concrete Co.</u></b> Grand Island, NE
<b>Bid Price Street Division:</b>	\$117.25 per cubic yard	\$131.25 per cubic yard
<b>Bid Price Solid Waste:</b>	\$119.65 per cubic yard	\$136.50 per cubic yard

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Catrina DeLosh, Admin. Asst. Public Works

Shannon Callahan, Street Superintendent  
Patrick Brown, Finance Director  
Jeff Wattier, Solid Waste Superintendent

**P2333**

RESOLUTION 2022-7

WHEREAS, the City of Grand Island invited sealed bids for furnishing Concrete Ready-Mix for 2022 for the Streets Division and Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on December 22, 2021, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Co., Inc. and Consolidated Concrete Co., both of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for concrete ready-mix purchased in the 2022 calendar year, are hereby approved;

Concrete Ready-Mix 2022  
Bid Award Recommendation

	<b>Primary Award</b>	<b>Secondary Award</b>
Concrete Ready-Mix; delivery to various job sites in City Limits	Gerhold Concrete Company, Inc. of Grand Island, NE \$117.25 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$131.25 per cubic yard
Concrete Ready-Mix; delivery to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska	Gerhold Concrete Company, Inc. of Grand Island, NE \$119.65 per cubic yard	Consolidated Concrete Co. of Grand Island, NE \$136.50 per cubic yard

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form    ✕ _____ January 7, 2022            ✕ City Attorney
--



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-9

**#2022-8 - Approving On-Board Mobile Video Surveillance System  
for the Transit Division of the Public Works Department**

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

# **Council Agenda Memo**

**From:** Charley Falmlen, Transit Program Manager

**Meeting:** January 11, 2022

**Subject:** Approving On-Board Mobile Video Surveillance System for the Transit Division of the Public Works Department

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

## **Background**

A Request for Proposals (RFP) for On-Board Mobile Video Surveillance System was advertised in the Grand Island Independent on September 29, 2021. The RFP was also sent to thirteen (13) potential firms by the Transit Division of the Public Works Department.

This solicitation was for a qualified agency to provide an On-Board Mobile Video Surveillance System for the public transit service in the urbanized area of Grand Island, Nebraska and the remainder of Hall County.

## **Discussion**

Four (4) vendors submitted for the On-Board Mobile Video Surveillance System RFP on November 10, 2021. Safety Vision, LLC of Houston, Texas was selected as the top vendor based on the pre-approved selection criteria.

The term of the agreement will be January 12, 2022 to January 12, 2025.

The minimum contract amount is \$103,242.00, with City Council approval necessary for any greater amount.

## **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 On-Board Mobile Video Surveillance System agreement with Safety Vision, LLC of Houston, Texas.

## **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
ON-BOARD MOBILE VIDEO SURVEILLANCE SYSTEM**

**RFP DUE DATE:** November 10, 2021 at 4:00 p.m.  
**DEPARTMENT:** Public Works  
**PUBLICATION DATE:** September 29, 2021  
**NO. POTENTIAL BIDDERS:** 13

**PROPOSALS RECEIVED**

**Gatekeeper Systems USA, Inc.**  
Bristol, PA

**IVS, Inc.**  
Dothan, AL

**Seon Systems Sale Inc. dba Safe Fleet**  
Coquitlam, BC

**Safety Vision LLC**  
Houston, TX

cc: John Collins, Public Works Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Coordinator  
Patrick Brown, Finance Director  
Charley Falmlen, Transit Program Manager

**P2320**

RESOLUTION 2022-8

WHEREAS, on September 29, 2021 the Transit Division of the Public Works Department advertised for an On-Board Mobile Video Surveillance System; and

WHEREAS, on November 10, 2021 four (4) vendors submitted proposals for such services; and

WHEREAS, Safety Vision, LLC of Houston, Texas was selected as the top vendor based on the pre-approved selection criteria; and

WHEREAS, the term of the agreement will be January 12, 2022 to January 12, 2025; and

WHEREAS, the minimum contract amount is \$103,242.00, with City Council approval necessary for any greater amount.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the On-Board Mobile Video Surveillance System agreement by and between the City and Safety Vision, LLC of Houston, Texas is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form	☐ _____
January 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-10

**#2022-9 - Approving Amendment No. 1 to Engineering Consulting Services for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3**

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

# Council Agenda Memo

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

**Meeting:** January 11, 2022

**Subject:** Approving Amendment No. 1 to Engineering Consulting Services for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3

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

## Background

Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 is for the construction of a new sanitary sewer pump station and buffer tank that will extend the useful life of existing Lift Station No. 28 by effectively improving its peak capacity. Lift Station No. 28 is located northeast of the intersection of Husker Highway/James Road. Based on a 2021 update to the 2014 Wastewater Collection System Master Plan, the pipes directly upstream of Lift Station No. 28 will surcharge in peak capacity events in the near future. Several options were evaluated to solve this problem, with the most effective treatment being to install an extra pump station and a storage tank to essentially increase peak pump capacity by pumping the additional flow into a storage tank and discharging stored wastewater when downstream system capacity allows. Along with a new pump station and storage tank, a control system will be required to control operations. Associated paving, sidewalk, traffic control and all other items needed to complete the project will be included.

On October 12, 2021, via Resolution No. 2021-272, City Council approved an agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$36,700.00 for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3.

## Discussion

To allow for geotechnical investigation, final design, and bidding services of Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 Amendment No. 1 to the original agreement with Olsson, Inc. is being requested. This amendment will be in the amount of \$98,100.00 for a revised agreement of \$134,800.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$98,100.00.

## **Sample Motion**

Move to approve the resolution.

RESOLUTION 2022-9

WHEREAS, on October 12, 2021, via Resolution No. 2021-272, City Council approved an agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$36,700.00 for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3; and

WHEREAS, the original agreement is now being amended to allow for final design, bidding services, and construction services; and

WHEREAS, such amendment is in the amount of \$98,100.00, for a revised agreement amount of \$134,800.00; and

WHEREAS, Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Olsson, Inc. of Grand Island, Nebraska for engineering consulting services related to Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form	☐ _____
January 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-11

**#2022-10 - Approving Acquisition of Public Drainage Easement for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1**

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

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



RESOLUTION 2022-10

WHEREAS, public drainage easements are required by the City of Grand Island, from an affected property owner in Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 project area:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Starostka Group Unlimited, Inc.	<p>A PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE NORTHWEST CORNER OF LOT 1, STERLING ESTATES NINTH SUBDIVISION; THENCE ON AN ASSUMED BEARING S00°06'28"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 98.00 FEET; THENCE N89°53'32"W A DISTANCE OF 10.00 FEET; THENCE N00°06'28"E PARALLEL TO AND 10.00 FEET WEST OF THE WEST LINE OF SAID LOT 1, A DISTANCE OF 98.00 FEET; THENCE S89°52'56"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 980 SF MORE OR LESS.</p> <p style="text-align: center;">AND</p> <p>A PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST SUBDIVISION; THENCE ON AN ASSUMED BEARING S00°36'36"E ALONG THE EAST LINE OF SAID NORTHWEST SUBDIVISION, A DISTANCE OF 33.00 FEET; THENCE S00°25'18"E ALONG THE EAST LINE OF SAID NORTHWEST SUBDIVISION, A DISTANCE OF 7.00 FEET; THENCE S89°52'56"E A DISTANCE OF 12.11 FEET TO THE POINT OF BEGINNING; THENCE S89°52'56"E A DISTANCE OF 20.00 FEET; THENCE S38°22'48"W A DISTANCE OF 31.84 FEET; THENCE N00°32'01"W A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 250 SF MORE OR LESS.</p>	DONATED

**Total cost of Permanent Easements= DONATED**

WHEREAS, Agreements for the public drainage easements have been reviewed and approved by the City Legal Department.

Approved as to Form <input type="checkbox"/> _____ January 7, 2022 <input type="checkbox"/> 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 the Agreements for the public drainage easements on the above described tracts of land.

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, January 11, 2022.

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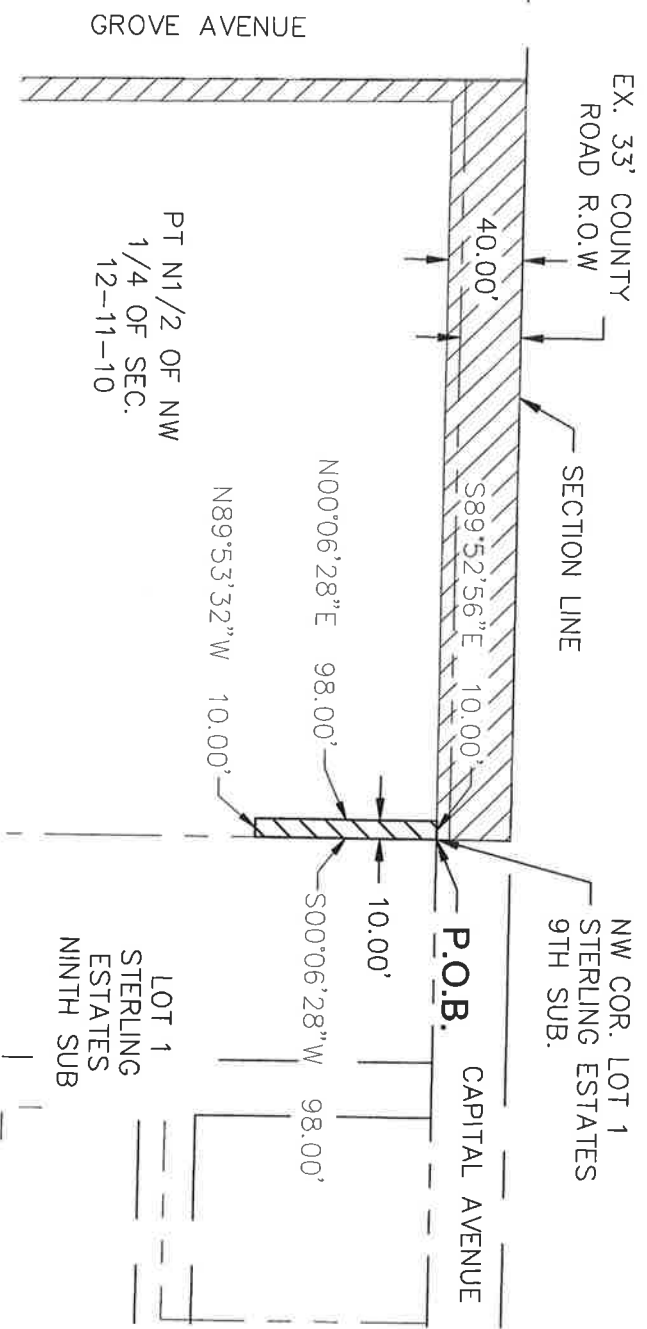
Roger G. Steele, Mayor

Attest:

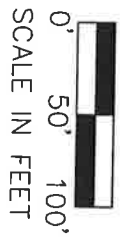
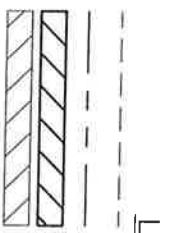
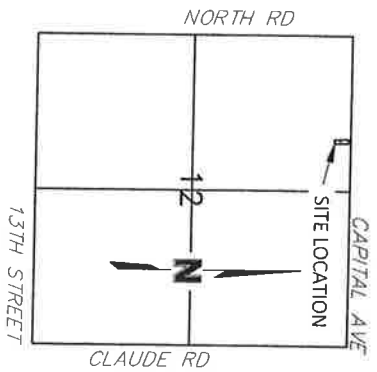
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RaNae Edwards, City Clerk

**DRAINAGE EASEMENT**  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 9  
 CAPITAL AVENUE PAVING IMPROVEMENTS



**LOCATION MAP**  
 SEC. 12 T11N-R10W



**DRAINAGE EASEMENT DESCRIPTION**

A PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, STERLING ESTATES NINTH SUBDIVISION; THENCE ON AN ASSUMED BEARING S00°06'28"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 98.00 FEET; THENCE N89°53'32"W A DISTANCE OF 10.00 FEET; THENCE N00°06'28"E PARALLEL TO AND 10.00 FEET WEST OF THE WEST LINE OF SAID LOT 1, A DISTANCE OF 98.00 FEET; THENCE S89°52'56"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 980 SF MORE OR LESS.

USER: Istoltenberg

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 DATE: Sep 08, 2021 8:46am XREFS: V\_XRWAY-ROADWAY\_0200583

PROJECT NO: 020-0583  
 DRAWN BY: LS  
 DATE: 9.8.2021

**PERMANENT EASEMENT**

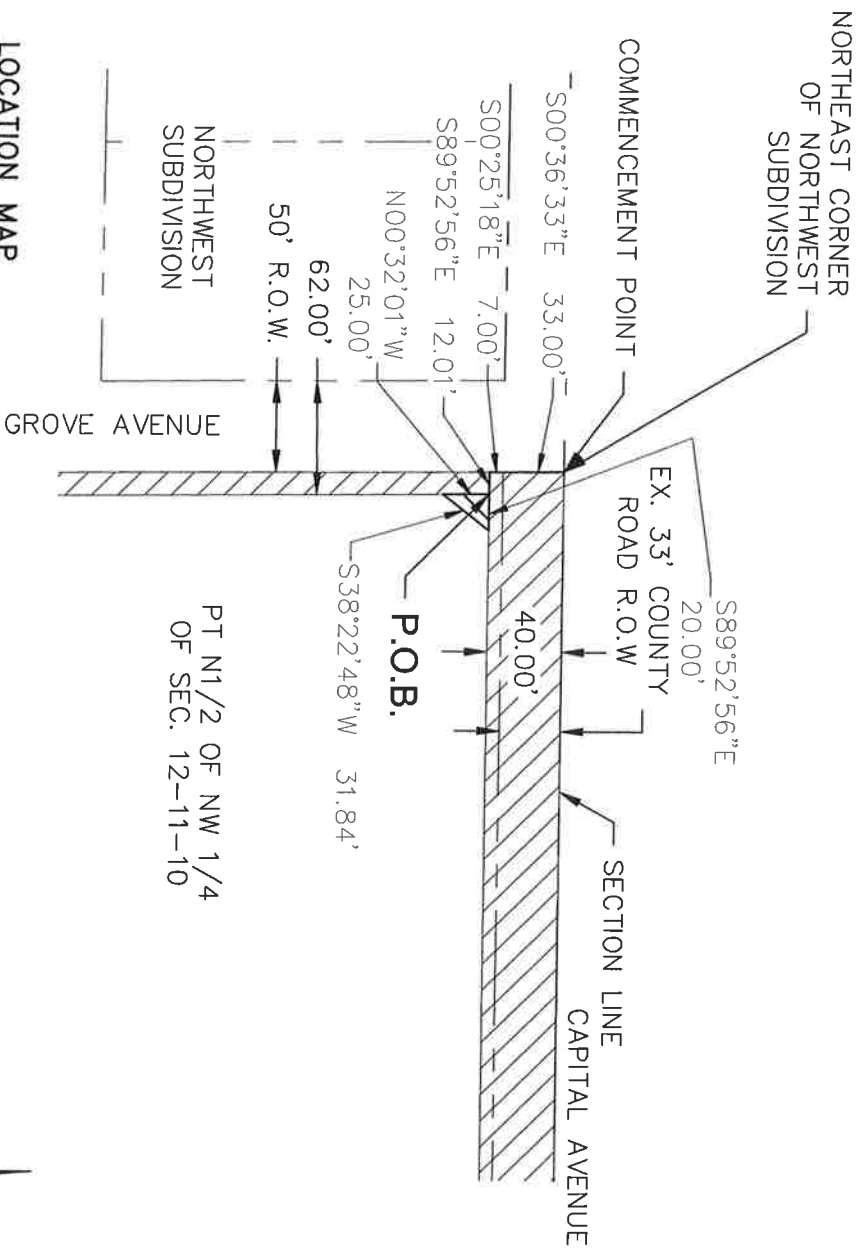


201 East 2nd Street  
 Grand Island, NE 68801  
 TEL 308.384.8750

EXHIBIT

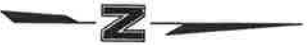
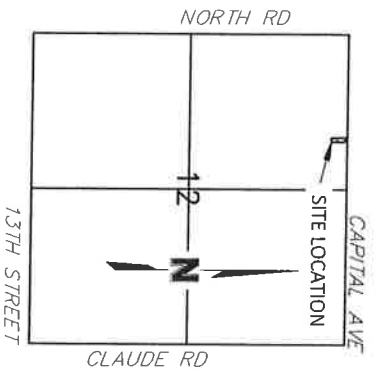
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**DRAINAGE EASEMENT**  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 9  
 CAPITAL AVENUE PAVING IMPROVEMENTS



PT N1/2 OF NW 1/4  
 OF SEC. 12-11-10

**LOCATION MAP**  
 SEC. 12 T11N-R10W



**DRAINAGE EASEMENT DESCRIPTION**

A PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST SUBDIVISION; THENCE ON AN ASSUMED BEARING S00°36'33"E ALONG THE EAST LINE OF SAID NORTHWEST SUBDIVISION, A DISTANCE OF 33.00 FEET; THENCE S00°25'18"E ALONG THE EAST LINE OF SAID NORTHWEST SUBDIVISION, A DISTANCE OF 7.00 FEET; THENCE S89°52'56"E A DISTANCE OF 12.11 FEET TO THE POINT OF BEGINNING; THENCE S89°52'56"E A DISTANCE OF 20.00 FEET; THENCE S38°22'48"W A DISTANCE OF 31.84 FEET; THENCE N00°32'01"W A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT DRAINAGE EASEMENT CONTAINS 250 SF MORE OR LESS.

DWG: F:\2020\0501-1000\020-0583\40-Design\Exhibits\ROW & Easements\PE\09\_PE\_200583.dwg USER: zloomis  
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PROJECT NO: 020-0583  
 DRAWN BY: LS  
 DATE: 10.4.2021

**PERMANENT  
 EASEMENT**



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

EXHIBIT

1



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-12

**#2022-11 - Approving Acquisition of Public Right-of-Way for  
Capital Avenue- Moores Creek Drainway to North Road Roadway  
Improvements; Project No. 2020-P-1**

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

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

RESOLUTION 2022-11

WHEREAS, public right-of-way is required by the City of Grand Island, from an affected property owner in Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 project area:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Starostka Group Unlimited, Inc.	<p>A TRACT OF LAND LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE ON AN ASSUMED BEARING OF N89°52'56"W ALONG THE NORTH LINE OF THE NW¼ OF SAID SECTION 12, A DISTANCE OF 1099.59 FEET TO THE POINT OF BEGINNING; THENCE S00°41'16"W A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1, STERLING ESTATES NINTH SUBDIVISION; THENCE N89°52'56"W PARALLEL TO AND 40.00 FEET SOUTH OF THE NORTH LINE OF THE NW1/4 OF SAID SECTION 12, A DISTANCE OF 401.51 FEET; THENCE S00°32'01"E A DISTANCE OF 233.83 FEET; THENCE S89°27'59"W A DISTANCE OF 12.47 FEET; THENCE N00°25'18"W A DISTANCE OF 240.96 FEET; THENCE N00°36'33"W A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH LINE OF THE NW1/4 OF SAID SECTION 12; THENCE S89°52'56"E ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 12, A DISTANCE OF 414.41 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 19,422 SF MORE OR LESS, OF WHICH 13,663 SF IS EXISTING COUNTY ROAD RIGHT-OF-WAY.</p> <p style="text-align: center;">AND</p> <p>A TRACT OF LAND LOCATED IN LOT 8, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE ON AN ASSUMED BEARING OF S00°32'01"E ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 7.08 FEET; THENCE N89°52'56"W A DISTANCE OF 130.08 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE N00°24'59"W ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 7.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE S89°42'07"E ALONG THE NORTH LINE OF SAID LOT 8, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE, A DISTANCE OF 130.07 FEET TO THE</p>	DONATE D

Approved as to Form  \_\_\_\_\_  
 January 7, 2022  City Attorney

	POINT OF BEGINNING. SAID TRACT CONTAINS 947 SF MORE OR LESS.	
--	--	--

***Total cost of Public Right-of-Way= DONATED***

WHEREAS, Agreements for the public right-of-way 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 Agreements for the public right-of-way on the above described tracts of land.

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

- - -

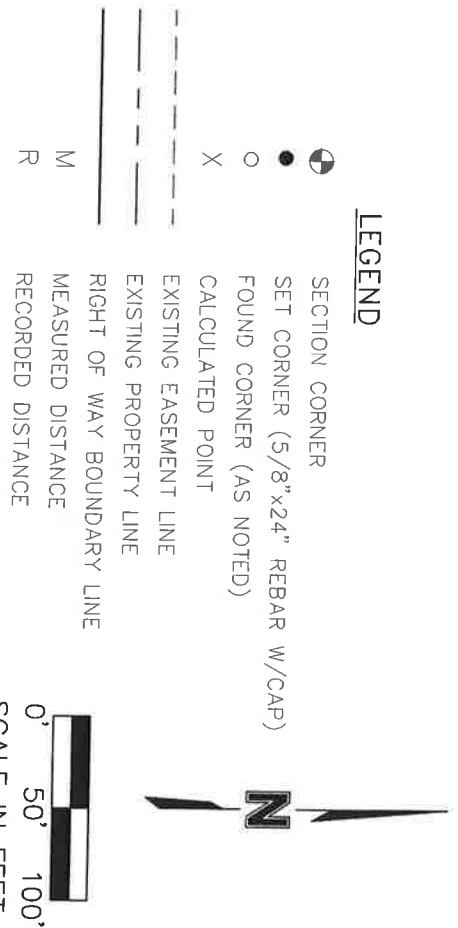
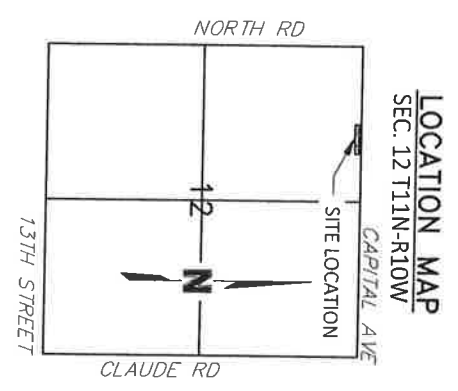
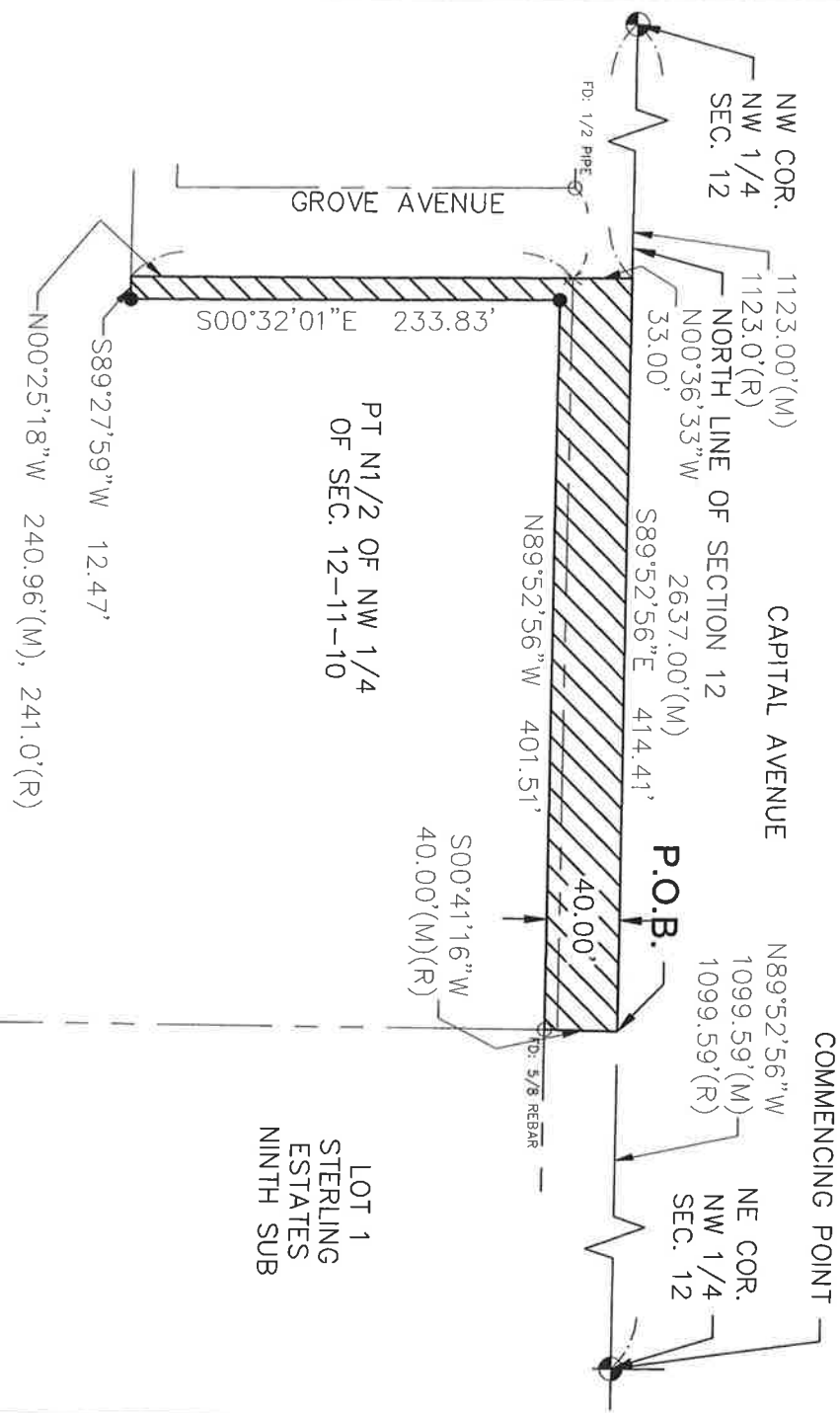
Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

**RIGHT-OF-WAY**  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 9  
 CAPITAL AVENUE PAVING IMPROVEMENTS



DWG: C:\Temp\AcPublish\_17368\09\_ROW\_200583.dwg USER: zloomis  
 DATE: Oct 04, 2021 7:17am XREFS: V\_XRWAY-ROADWAY\_0200583 V\_XTOPO\_0200583

PROJECT NO: 020-0583  
 DRAWN BY: LS  
 DATE: 9.17.2021

**RIGHT-OF-WAY**

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

EXHIBIT  
 1



**RIGHT-OF-WAY**  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 9  
 CAPITAL AVENUE PAVING IMPROVEMENTS

RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE ON AN ASSUMED BEARING OF N89°52'56"W ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 12, A DISTANCE OF 1099.59 FEET TO THE POINT OF BEGINNING; THENCE S00°41'16"W A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1, STERLING ESTATES NINTH SUBDIVISION; THENCE N89°52'56"W PARALLEL TO AND 40.00 FEET SOUTH OF THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 12, A DISTANCE OF 401.51 FEET; THENCE S00°32'01"E A DISTANCE OF 233.83 FEET; THENCE S89°27'59"W A DISTANCE OF 12.47 FEET; THENCE N00°25'18"W A DISTANCE OF 240.96 FEET; THENCE N00°36'33"W A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 12; THENCE S89°52'56"E ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 12, A DISTANCE OF 414.41 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 19,422 SF MORE OR LESS, OF WHICH 13,663 SF IS EXISTING COUNTY ROAD RIGHT-OF-WAY.

SECTION TIES

NW COR. NW 1/4 SEC. 12 T11N R10W  
 FOUND ALUMINUM CAP (LS-263) IN ASPHALT ROAD  
 NW 62.55 TO P.K. NAIL W/ LS-458 WASHER IN POWER POLE  
 NE 48.22 TO R.R. SPIKE IN POWER POLE  
 SE 114.99 TO NAIL W/ RIBBON IN POWER POLE  
 SW 46.09 TO TOP NUT OF FIRE HYDRANT

NE COR OF NW 1/4 SEC. 12 T11N R10W  
 FOUND ALUMINUM CAP W/ 5/8" IRON REBAR  
 S 33.00 TO 3/4" IRON PIPE  
 SE 88.70 TO NAIL IN POWER POLE  
 NE 44.88 TO "X" IN BRASS CAP (B.M. #740)  
 NE 73.83 TO NAIL IN POWER POLE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON \_\_\_\_\_ UNDER MY PERSONAL SUPERVISION, I COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING SURVEY RECORD THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED WERE FOUND OR PLACED AT ALL PROPERTY CORNERS; THAT THE DIMENSIONS OF THE TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

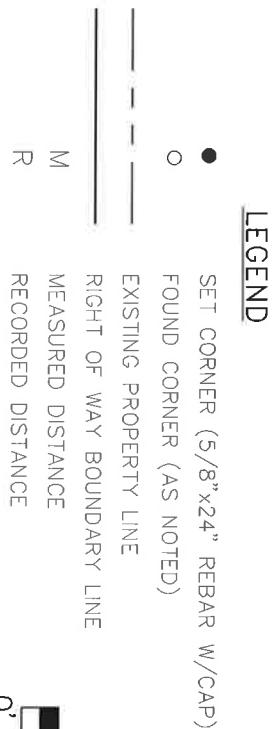
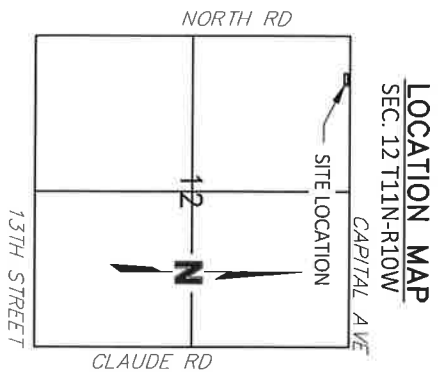
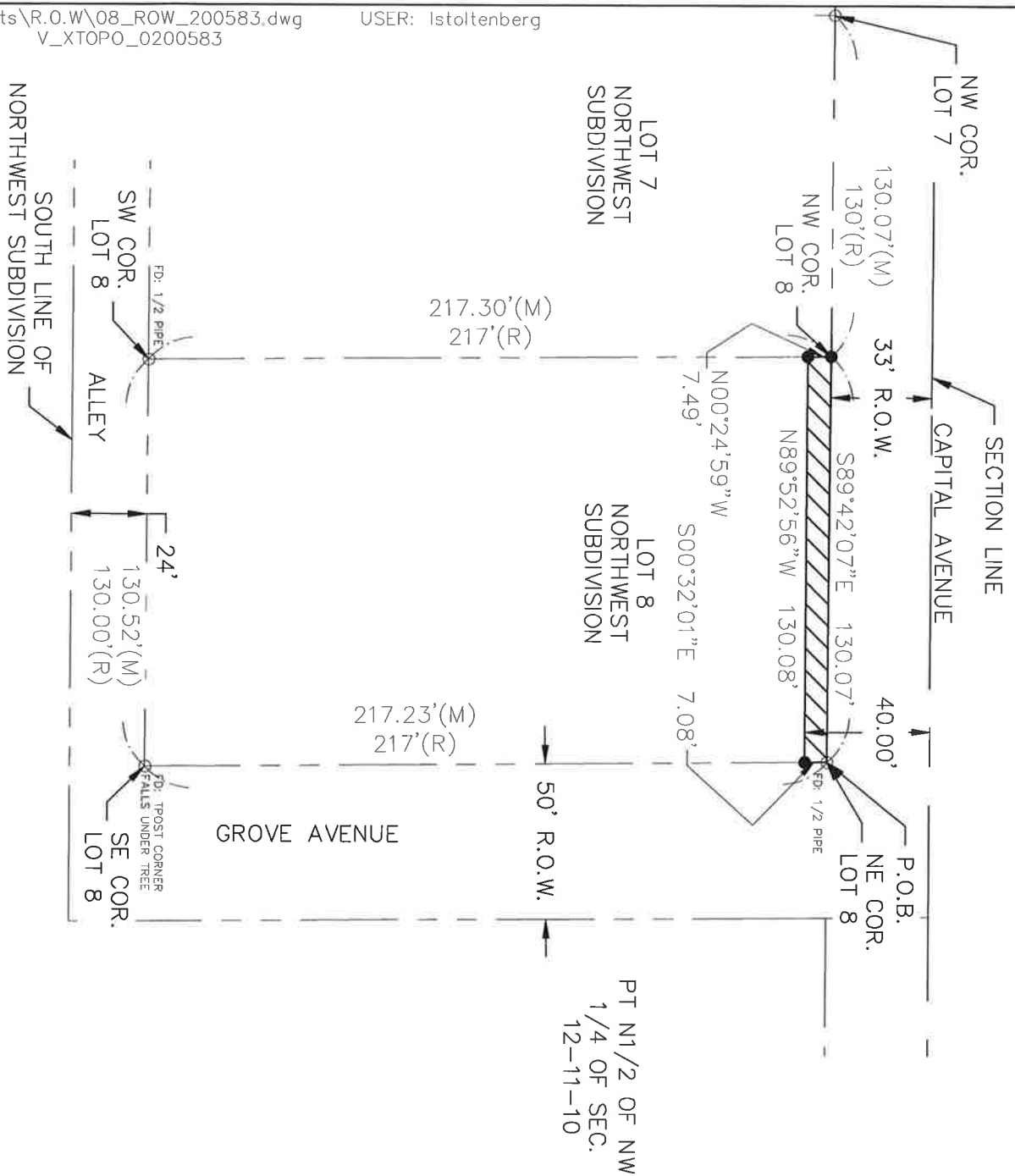
JAI JASON ANDRIST  
 NEBRASKA REGISTERED LAND SURVEYOR NO. LS-630

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 DATE: Oct 04, 2021 7:17am XREFS: V\_XRWAY-ROADWAY\_0200583 V\_XTOPO\_0200583

PROJECT NO: 020-0583  
 DRAWN BY: LS  
 DATE: 9.17.2021

<b>RIGHT-OF-WAY</b>	<b>Olsson</b>
201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT <b>1</b>

**RIGHT-OF-WAY**  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 8  
 CAPITAL AVENUE PAVING IMPROVEMENTS



DWG: F:\2020\0501-1000\020-0583\40-Design\Exhibits\ROW & Easements\R.O.W\08\_ROW\_200583.dwg USER: Istoltenberg  
 DATE: Sep 08, 2021 8:20am XREFS: V\_XRWAY-ROADWAY\_0200583 V\_XTOPO\_0200583

PROJECT NO: 020-0583  
 DRAWN BY: LS  
 DATE: 9.8.2021

RIGHT OF WAY

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

EXHIBIT  
 1

***RIGHT-OF-WAY***  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 8  
 CAPITAL AVENUE PAVING IMPROVEMENTS

RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND LOCATED IN LOT 8, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE ON AN ASSUMED BEARING OF S00°32'01"E ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 7.08 FEET; THENCE N89°52'56"W A DISTANCE OF 130.08 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE N00°24'59"W ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 7.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE S89°42'07"E ALONG THE NORTH LINE OF SAID LOT 8, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE, A DISTANCE OF 130.07 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 947 SF MORE OR LESS.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ON \_\_\_\_\_ UNDER MY PERSONAL SUPERVISION, I COMPLETED AN ACCURATE SURVEY OF A TRACT OF LAND BEING PART OF LOT 8, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING SURVEY RECORD THERE OF; THAT IRON MARKERS, EXCEPT WHERE INDICATED WERE FOUND OR PLACED AT ALL PROPERTY CORNERS; THAT THE DIMENSIONS OF THE TRACT ARE AS SHOWN ON THE SURVEY RECORD; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

DWG: F:\2020\0501-1000\020-0583\40-Design\Exhibits\ROW & Easements\R.O.W\08\_ROW\_200583.dwg USER: Istoltenberg  
 DATE: Sep 08, 2021 8:20am XREFS: V\_XRWAY-ROADWAY\_0200583 V\_XTOPO\_0200583

PROJECT NO: 020-0583	<b>RIGHT OF WAY</b>	<b>Olsson</b>	EXHIBIT
DRAWN BY: LS			1
DATE: 9.8.2021	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750		



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-13

**#2022-12 - Approving Temporary Construction Easement for  
Capital Avenue- Moores Creek Drainway to North Road Roadway  
Improvements; Project No. 2020-P-1**

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

# Council Agenda Memo

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

**Meeting:** January 11, 2022

**Subject:** Approving Temporary Construction Easement for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1

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

## Background

The Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 is for the improvement of Capital Avenue from the Moores Creek Drainway to the roundabout at North Road. This will be a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements needed to complete the project.

Temporary Construction easements are needed to accommodate the construction activities for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1, which must be approved by City Council. The temporary construction easements will allow for the roadway improvements to this area.

A sketch of each temporary construction easement area is attached for reference.

On October 12, 2021, via Resolution No. 2021-271, Grand Island City Council approved award of Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 construction to Elsbury Construction, LLC of Grand Island, Nebraska in the amount of \$1,449,756.86.

## Discussion

Temporary construction easements are needed for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 to be constructed.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement areas.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Starostka Group Unlimited, Inc.	<p>A TEMPORARY EASEMENT LOCATED IN PART OF THE NORTH HALF (N1/2) OF NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S00°36'33"E ALONG THE EAST LINE OF SAID NORTHWEST SUBDIVISION, A DISTANCE OF 33.00 FEET; THENCE S00°25'18"E A DISTANCE OF 7.00 FEET; THENCE S89°52'56"E A DISTANCE OF 32.01 FEET TO THE POINT OF BEGINNING; THENCE S89°52'56"E PARALLEL TO AND 40.00 FEET SOUTH OF THE NORTH LINE OF THE NW ¼ OF SAID SECTION 12, A DISTANCE OF 371.51 FEET; THENCE S00°06'28"W A DISTANCE OF 98.00 FEET; THENCE N89°53'32"W A DISTANCE OF 7.00 FEET; THENCE N00°06'28"E PARALLEL TO AND 17.00 FEET WEST OF THE WEST LINE OF LOT 1, STERLING ESTATES NINTH SUBDIVISION, A DISTANCE OF 80.00 FEET; THENCE N44°53'14"W A DISTANCE OF 14.14 FEET; THENCE N89°52'56"W PARALLEL TO AND 48.00 FEET SOUTH OF THE NORTH LINE OF THE NW ¼ OF SAID SETCION 12, A DISTANCE OF 341.72 FEET; THENCE S38°22'48"W A DISTANCE OF 52.06 FEET; THENCE N00°32'01"W A DISTANCE OF 23.88 FEET; THENCE N38°22'48"E A DISTANCE OF 31.84 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 4230 SF MORE OR LESS.</p> <p style="text-align: center;">AND</p> <p>A TEMPORARY EASEMENT LOCATED IN PART OF LOT 8, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE ON AN ASSUMED BEARING OF S00°32'01"E ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 7.08 FEET TO THE POINT OF BEGINNING; THENCE S00°32'01"E ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 15.00 FEET; THENCE N89°52'56"W A DISTANCE OF 130.12 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE N00°24'59"W ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 15.00 FEET; THENCE S89°52'56"E A DISTANCE OF 130.08 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 1,952 SF MORE OR LESS.</p>	DONATED

***Total Cost of Temporary Easements= DONATED***

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1, at no cost.

## **Sample Motion**

Move to approve the temporary construction easements.

RESOLUTION 2022-12

WHEREAS, temporary construction easements are required by the City of Grand Island, from an affected property owner in Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 project area:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Starostka Group Unlimited, Inc.	<p>A TEMPORARY EASEMENT LOCATED IN PART OF THE NORTH HALF (N1/2) OF NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S00°36'33"E ALONG THE EAST LINE OF SAID NORTHWEST SUBDIVISION, A DISTANCE OF 33.00 FEET; THENCE S00°25'18"E A DISTANCE OF 7.00 FEET; THENCE S89°52'56"E A DISTANCE OF 32.01 FEET TO THE POINT OF BEGINNING; THENCE S89°52'56"E PARALLEL TO AND 40.00 FEET SOUTH OF THE NORTH LINE OF THE NW ¼ OF SAID SECTION 12, A DISTANCE OF 371.51 FEET; THENCE S00°06'28"W A DISTANCE OF 98.00 FEET; THENCE N89°53'32"W A DISTANCE OF 7.00 FEET; THENCE N00°06'28"E PARALLEL TO AND 17.00 FEET WEST OF THE WEST LINE OF LOT 1, STERLING ESTATES NINTH SUBDIVISION, A DISTANCE OF 80.00 FEET; THENCE N44°53'14"W A DISTANCE OF 14.14 FEET; THENCE N89°52'56"W PARALLEL TO AND 48.00 FEET SOUTH OF THE NORTH LINE OF THE NW ¼ OF SAID SETCION 12, A DISTANCE OF 341.72 FEET; THENCE S38°22'48"W A DISTANCE OF 52.06 FEET; THENCE N00°32'01"W A DISTANCE OF 23.88 FEET; THENCE N38°22'48"E A DISTANCE OF 31.84 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 4230 SF MORE OR LESS.</p> <p style="text-align: center;">AND</p> <p>A TEMPORARY EASEMENT LOCATED IN PART OF LOT 8, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE ON AN ASSUMED BEARING OF S00°32'01"E ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 7.08 FEET TO THE POINT OF BEGINNING; THENCE S00°32'01"E ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 15.00 FEET; THENCE N89°52'56"W A DISTANCE OF 130.12 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE N00°24'59"W ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 15.00 FEET; THENCE S89°52'56"E A DISTANCE OF 130.08 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 1,952 SF MORE OR LESS.</p>	DONATE D

**Total Cost of Temporary Easements= DONATED**

Approved as to Form    ✕ _____ January 7, 2022            ✕ City Attorney
--



WHEREAS, such Temporary Construction easements have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire the Temporary Construction easements on the above described tracts of land, at no cost.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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Roger G. Steele, Mayor

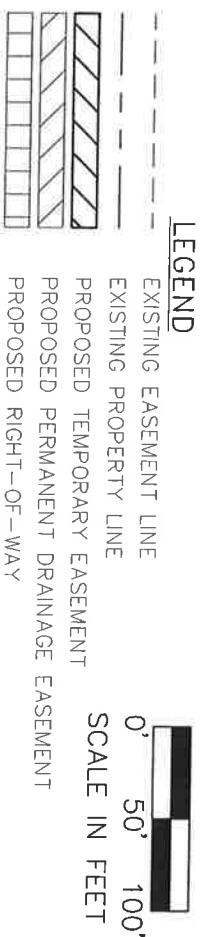
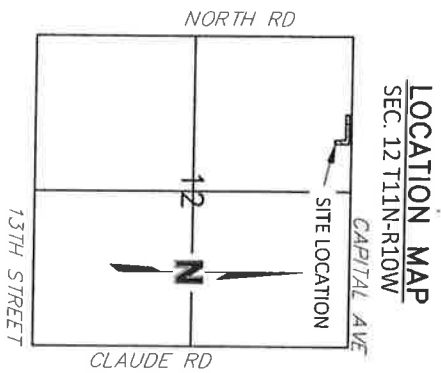
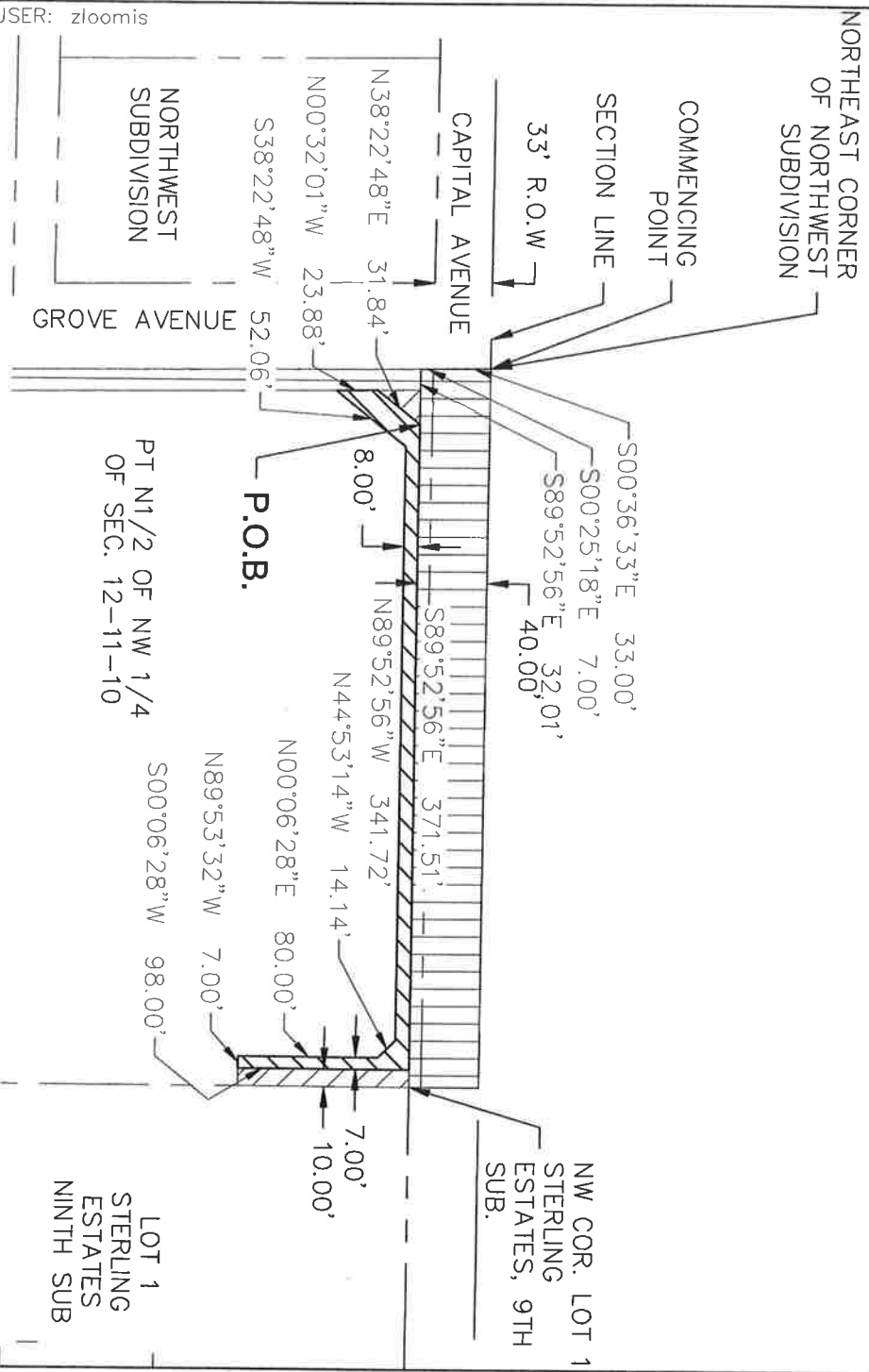
Attest:

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RaNae Edwards, City Clerk

# TEMPORARY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
TRACT NO. 9  
CAPITAL AVENUE PAVING IMPROVEMENTS



### TEMPORARY EASEMENT DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN PART OF THE NORTH HALF (N1/2) OF NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PROJECT NO: 020-0583  
DRAWN BY: LS  
DATE: 10.4.2021

TEMPORARY  
EASEMENT

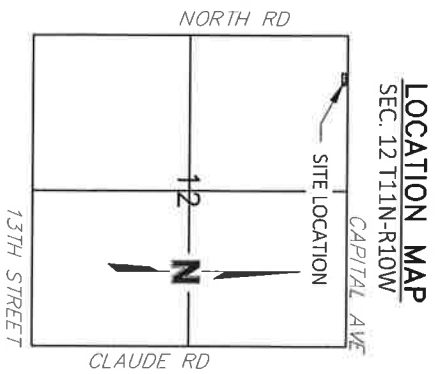
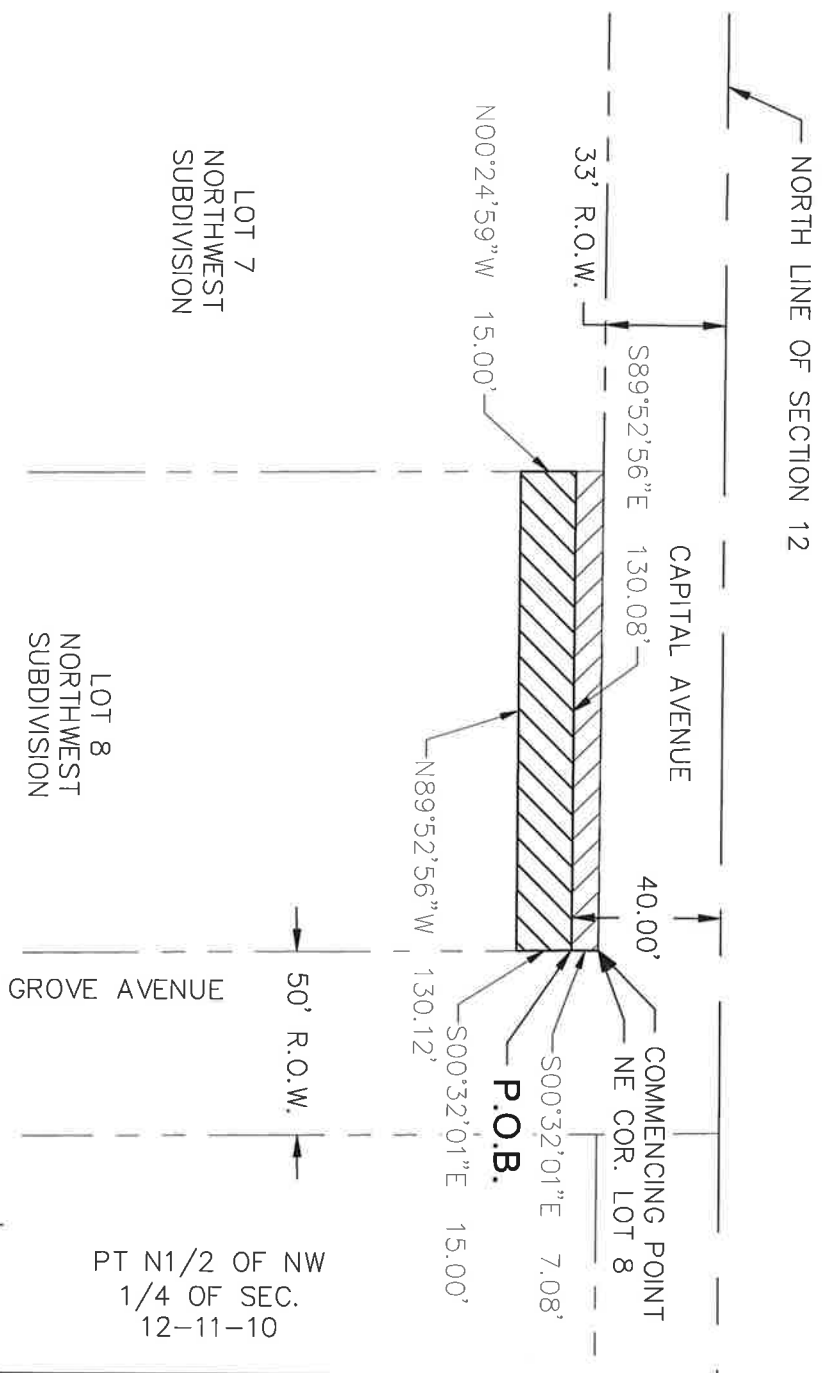
**olsson**

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

EXHIBIT

1

**TEMPORARY EASEMENT**  
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
 TRACT NO. 8  
 CAPITAL AVENUE PAVING IMPROVEMENTS



**TEMPORARY EASEMENT DESCRIPTION**

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 DATE: Sep 08, 2021 8:21am XREFS: V\_XRWAY-ROADWAY\_0200583

PROJECT NO: 020-0583	<b>TEMPORARY EASEMENT</b>	<b>olsson</b>	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: LS				1
DATE: 9.8.2021				



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-14

**#2022-13 - Approving Fundraising Agreement for the Construction of a New Playground at Ryder Park**

Staff Contact: Todd McCoy

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** January 11, 2022

**Subject:** Approving Fundraising Agreement for the Construction of a New Playground at Ryder Park

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## Background

The City was approached by students and staff from the Central Community College Occupational Therapy Class with the idea of raising funds to building a new community inclusive playground. After much discussion and excitement generated from community leaders, City staff, and the Community Foundation, the decision was made to move forward to raise money for the project proposed at Ryder Park. The location was chosen because Ryder Park is centrally located, has good access to parking and restrooms, and has potential to benefit from future park developments.

The new playground is designed to be handicap accessible and serve children with a wide range of ability levels. The playground is anticipated to cost \$1.1 million and be completely funded with private donations. Part of the fundraising plan is to include a \$250,000 endowment to cover annual cost maintenance of the equipment.

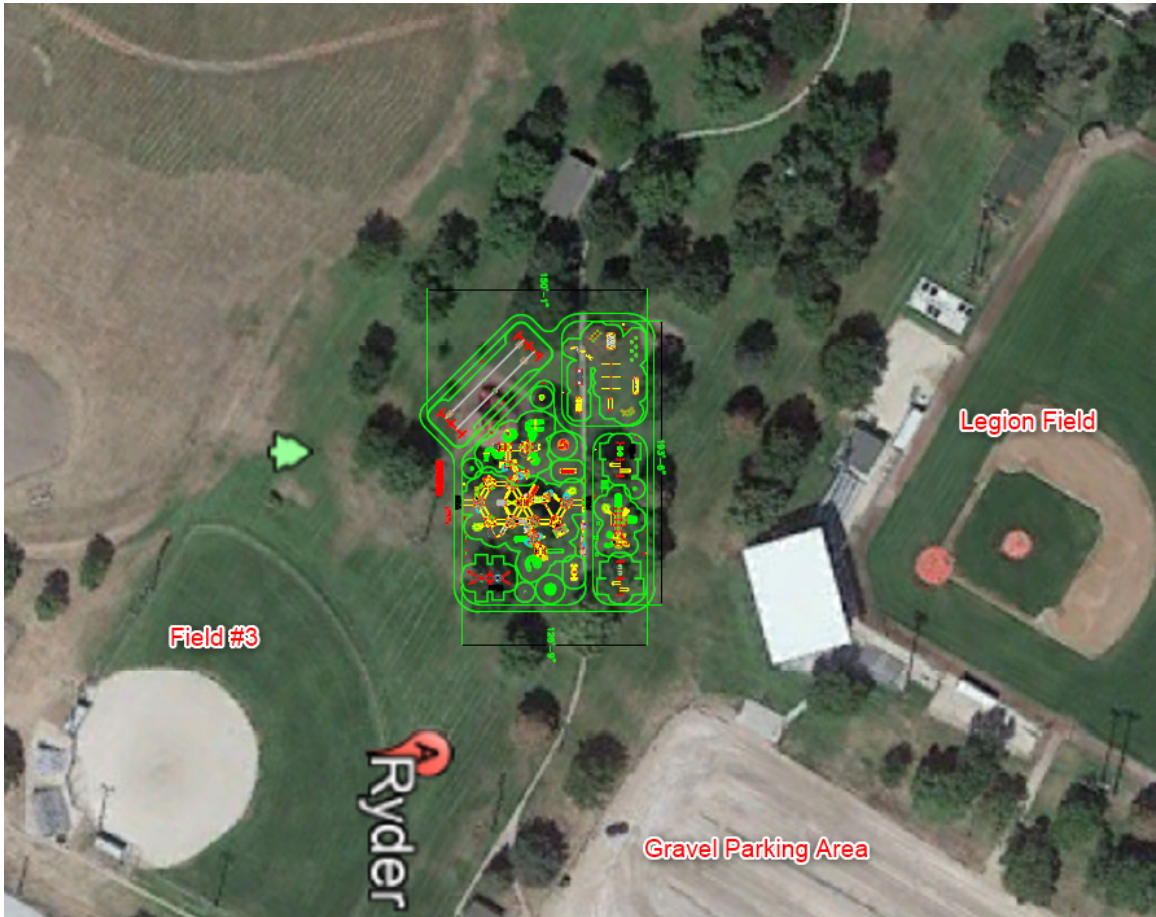
Park bathrooms and parking improvements are not essential or part of the current fundraising plan; however, as fundraising for the playground progresses the City may want to prioritize these updates to complement the new development.

In July of 2021 City Council approved Resolution 2021-186 to add a new playground in Ryder Park.

## Discussion

To begin fundraising efforts the Central Community College Foundation, Inc. has requested to enter an agreement to clearly define roles and expectations of the project.

The agreement has been reviewed by the City Attorney and approval is recommended.







## **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 City Council approve the agreement to for fundraising of a donated playground to be constructed in Ryder Park so that private funds can be raised for the project.

## **Sample Motion**

Move to approve the agreement.



# AGREEMENT

## RYDER PARK PLAYGROUND

This Agreement is made and entered into by and among the CENTRAL COMMUNITY COLLEGE FOUNDATION, INC., a Nebraska nonprofit corporation (hereinafter referred to as “CCCF”), the CITY OF GRAND ISLAND, NEBRASKA, a Nebraska political subdivision (hereinafter referred to as “City”), and the GREATER GRAND ISLAND COMMUNITY FOUNDATION, INC., a Nebraska nonprofit corporation (hereinafter referred to as “GGICF”).

WHEREAS, CCCF proposes to raise funds to construct an inclusive community playground (hereinafter referred to as “Playground”) at Ryder Park in Grand Island, Nebraska, and raise funds to establish an endowment in the amount of \$250,000.00 to be administered by GGICF for the purpose of providing funds each year for the City’s use in the ongoing maintenance and repair of the Playground (hereinafter referred to as the “Ryder Park Playground Endowment Fund”);

WHEREAS, on July 27, 2021, the City adopted Resolution 2021-186, a copy of which is attached hereto as Exhibit “A”, whereby the City has agreed to construct the Playground (hereinafter referred to as the “Playground Project”);

WHEREAS, plans and specifications for the Playground have been prepared by or on behalf of CCCF, and have been approved by the City;

WHEREAS, CCCF has solicited proposals and identified a contractor, for construction of the Playground;

WHEREAS, the City has approved of the proposal process and of the contractor, and expects to sign an agreement with the contractor for construction of the Playground and to provide construction management;

WHEREAS, the City agrees to make an area available in Ryder Park for the construction of the Playground;

WHEREAS, GGICF has agreed to administer the Ryder Park Playground Endowment Fund; and

WHEREAS, the parties wish to enter into this Agreement for the purpose of defining their respective right, duties, and obligations.

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. Playground Project Funding. CCCF agrees to raise the necessary funds for construction of the Playground, estimated to cost approximately \$1,100,000.00.

2. Ryder Park Playground Endowment Fund. CCCF further agrees to raise the funds in order to establish the Ryder Park Playground Endowment Fund with the sum of \$250,000.00.

3. Fundraising; Accounting. The parties understand and agree that CCCF shall assume primary responsibility for fundraising for the Playground Project and the Ryder Park Playground Endowment Fund, but that donors may deliver some of the donations directly to the City and/or GGICF for the Playground Project and/or the Ryder Park Playground Endowment Fund. The three parties shall exchange information on any such donations so that CCCF can keep an accurate record of the donations so that, ultimately, the full amount of donations/funds so collected for the Playground Project shall be paid to the City as provided hereinbelow, and the full amount of the donations/funds so collected for the Ryder Park Playground Endowment Fund shall be paid to GGICF for management as set forth hereinbelow. CCCF shall provide a written accounting of all funds raised to both the City and GGICF.

4. Agreement Between the City and the Contractor. Timing for execution of the agreement between the City and contractor for the Playground Project shall be determined by agreement of the City and CCCF.

5. Payment of Cost of the Playground Project. The City shall pay the entire cost of the construction of the Playground Project; provided that CCCF shall reimburse the City for the entire cost of the Playground Project, by delivering the full amount of the funds necessary for construction of the Playground Project to the City at such time as the City and CCCF shall agree. It is the goal of CCCF to have all or substantially all of the Playground Project costs raised in the form of cash and pledges (not to exceed three years) prior to execution of said contract. CCCF has secured financing from a local lender to bridge the gap between cash funds on hand and pledges, so that the contract for the construction of the Playground Project can be executed prior to fulfillment of the pledges.

6. Location of Playground; Operation and Maintenance. The Playground shall be located in an area of Ryder Park determined by the City, and shall be owned by the City. CCCF shall have no ownership interest in the Playground. The City shall be solely responsible for the operation, replacement, and maintenance of the Playground, including all costs associated therewith; provided that the City shall be entitled to receive all income from the Ryder Park Playground Endowment Fund.

7. Ryder Park Playground Endowment Fund. After all construction costs have been paid (to the City and to CCCF's lender) CCCF shall deliver to GGICF funds for the Ryder Park Playground Endowment as collected. GGICF agrees to receive the funds for the Ryder Park Playground Endowment Fund, to invest same in accordance with its usual standards and practices, and to pay the income from said Fund to the City at such time or times as the City shall determine.

8. Indemnification. The City shall have sole responsibility for construction management, maintenance, and operation, and hereby agrees to hold CCCF and GGICF, and their agents, employees, board members, and committee members harmless from, and to indemnify them against, any and all costs, claims, judgments or other liabilities, now existing or

arising in the future, arising out of, or associated in any way with, the construction, operation, and maintenance of the Playground Project.

9. Nondiscrimination. In the course of carrying out the terms of this Agreement, no party to this Agreement shall discriminate against any person or party for reasons in any way related to race, national origin, sex, age, political or religious affiliations, or on any other basis which would be in violation of federal or state laws or local ordinances.

10. No Separate Entity. This Agreement creates no separate legal or administrative entity. The City shall administer this Agreement and maintain a budget on its own records for the project described herein.

11. Governing Law. This Agreement, and all terms set forth herein, shall be governed by the laws of the State of Nebraska.

12. Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns

Dated: January \_\_\_\_, 2022

CENTRAL COMMUNITY COLLEGE  
FOUNDATION, INC.,  
A Nebraska nonprofit corporation

GREATER GRAND ISLAND  
COMMUNITY FOUNDATION,  
A Nebraska nonprofit corporation

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Executive Director

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation

By: \_\_\_\_\_  
City Clerk

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

RESOLUTION 2022-13

WHEREAS, the City was approached by students and staff from Central Community College Occupational Therapy Class with the idea of raising funds to build a new community inclusive playground in Ryder Park; and

WHEREAS, the new playground is designed to be handicap accessible and serve children with a wide range of ability levels; and

WHEREAS, the playground is anticipated to cost \$1.1 million dollars and completely be funded with private donations. Part of the fundraising plan is to include approximately \$250,000 endowment fund to cover maintenance cost of equipment and upkeep were upon completion of the project the City will be responsible for maintaining the improvement; and

WHEREAS, the City will have final approval of design, location, and equipment prior to installation.

WHEREAS, the Central Community College Foundation, Inc. has requested to enter an agreement to clearly define roles and expectations of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island enters into an agreement to move forward with the fundraising project to build a new community inclusive playground in Ryder Park.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form	☒ _____
January 7, 2022	☒ City Attorney



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-15

**#2022-14 - Approving Re-Construction of Heartland Public Shooting Park Rifle/Pistol Baffle System**

Staff Contact: Todd McCoy

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** January 11, 2022

**Subject:** Approving Reconstruction of Heartland Public Shooting Park Rifle/Pistol Baffle System

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## Background

The Heartland Public Shooting Park (HPSP) pistol and rifle ranges include a baffles system to stop stray bullets from leaving the range making the baffles an important safety feature. Nearly half of the HPSP baffles were damaged or destroyed during wind storms in 2019 and 2020. The majority of the remaining baffles have aged or are damaged to a point that staff recommended a redesign and reconstruction of the baffle system.

In September of 2020 City Council approved Resolution 2020-239 to design new overhead baffles at HPSP.

In May of 2021 the Parks and Recreation Department advertised for bids to construct the new baffle system. The lone bid was \$991,000.00 twice that of the approved budget amount at the time. The decision was made to wait until later in the year in hopes that material prices would come down. During that time staff engaged the design firm to reevaluate the design and increased the proposed budget. In October of 2021 City Council approved Resolution 2021-280 to amendment design services.

The City has received \$73,310.11 from insurance for the damaged baffles. The City will receive an additional \$74,488.88 from insurance upon the completion of repairs. City Council approved \$750,000.00 of Food and Beverage Tax proceeds for the project this fiscal year.



## **Discussion**

The Parks and Recreation Department on November 28, 2021 advertised for bids to renovate the HPSP baffles. Two (2) bids were received.

Lacy Construction Company, Grand Island, Nebraska	\$923,175.00
Hackel Construction, Inc., Ord, Nebraska	\$987,711.00

Staff recommends accepting the low bid from Lacy Construction Company of Grand Island to reconstruct the HPSP baffle system in the amount of \$923,175.00.

Food and Beverage funds and insurance payments would be used to fund this project. However the \$73,310.11 insurance funds that were receipted into the City's insurance fund was not appropriated to spend in FY2022 budget. The second insurance payment of \$74,488.88 would be issued directly to the vendor from our insurance company once the repairs are completed. This leaves an unappropriated gap of \$98,686.12 (\$73,310.11 insurance proceeds and \$23,376.01 over budget). The Finance Department recommends to delay the Stolley Park Irrigation System project to late fall (FY2023) and use the \$73,310.11 insurance funds for the Stolley irrigation instead of creating, amending and filing an amended budget. The Stolley irrigation makes sense to delay because of the planned construction of a new playground and splash pad in the same area this summer.

## **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 accepting the low bid from Lacy Construction Company of Grand Island to reconstruct the HPSP baffle system in the amount of \$923,175.00.

## **Sample Motion**

Move to approve the bid from Lacy Construction to reconstruct the HPSP baffles.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 15, 2021 at 2:15 p.m.  
**FOR:** 2021 Heartland Shooting Park Range Baffles (Re-Bid)  
**DEPARTMENT:** Parks and Recreation  
**ESTIMATE:** \$900,000.00  
**FUND/ACCOUNT:** 21100003-2000-30026  
**PUBLICATION DATE:** November 28, 2021  
**NO. POTENTIAL BIDDERS:** 9

**SUMMARY**

<b>Bidder:</b>	<b>Hackel Construction, Inc. Ord, NE</b>	<b>Lacy Construction Company Grand Island, NE</b>
<b>Bid Security:</b>	<b>Granite Re, Inc.</b>	<b>Merchant's Bonding Company</b>
<b>Exceptions:</b>	<b>None</b>	<b>None</b>
<b>Bid Price:</b>		
<b>Pistol Range:</b>	<b>\$275,778.00</b>	<b>\$211,451.00</b>
<b>Rimfire Range:</b>	<b>\$284,266.00</b>	<b>\$238,246.00</b>
<b>Rifle Range:</b>	<b><u>\$418,667.00</u></b>	<b><u>\$473,478.00</u></b>
<b>Total Bid:</b>	<b>\$987,711.00</b>	<b>\$923,175.00</b>

cc: Todd McCoy, Parks & Recreation Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Admin. Asst. Parks  
Patrick Brown, Finance Director

**P2329**



RESOLUTION 2022-14

WHEREAS, the City of Grand Island invited sealed bids for the Reconstruction of Rifle/Pistol Baffles at Heartland Public Shooting Park (HPSP); and

WHEREAS, two (2) bids were received; and

WHEREAS, Lacy Construction Company, Grand Island, Nebraska, submitted a lowest 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 \$923,175.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from Lacy Construction Company, Grand Island, Nebraska for Reconstruction of Rifle/Pistol Baffles at Heartland Public Shooting Park (HPSP) is hereby approved at a cost of \$923,175.00.

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, January 11, 2022.

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Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
January 7, 2022	☒ City Attorney



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-16

**#2022-15 - Approving New Playground Equipment to be Installed at Stolley Park**

Staff Contact: Todd McCoy

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** January 11, 2022

**Subject:** Approving New Playground Equipment to be Installed at Stolley Park

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## Background

This year City Council approved the budget to replace playground equipment in Stolley Park. The playground equipment to be replaced located in the northeast area of Stolley Park was outdated, replacement parts could not be found, and not handicap accessible.



## Discussion

The Park and Recreation Department advertised for proposals for new playground equipment on November 21, 2021. Three (3) playground equipment providers responded to the Request for Proposal.

- American Playgrounds, Sioux Falls, South Dakota
- Creative Sites, LLC., Omaha, Nebraska
- Cunningham Recreation, Charlotte, North Carolina

The proposal to provide Burke brand ADA playground equipment from Creative Sites, LLC of Omaha is recommended by staff. The cost to furnish and install the equipment and rubber safety surfacing is \$134,647.00.



Food and Beverage Tax proceed will be utilized to complete the 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 City Council approve the proposal from Creative Sites, LLC of Omaha, Nebraska to furnish and install new playground equipment at Stolley Park.

### **Sample Motion**

Move to accept the proposal from Creative Sites, LLC to furnish and install new playground equipment the amount of \$134,647.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
NEW STOLLEY PARK PLAYGROUND**

**RFP DUE DATE:** December 14, 2021 at 4:00 p.m.  
**DEPARTMENT:** Parks & Recreation  
**PUBLICATION DATE:** November 21, 2021  
**NO. POTENTIAL BIDDERS:** 4

**PROPOSALS RECEIVED**

**Cunningham Recreation**

Charlotte, NC

**Bid Security:** Berkley Insurance Co.

**American Playgrounds**

Sioux Falls, SD

**United Fire & Casualty Co.0**

**Creative Sites**

Omaha, NE

**Bid Security:** Cashier's Check

cc: Todd McCoy, Parks & Recreation Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.  
Patrick Brown, Finance Director

**P2328**

R E S O L U T I O N 2022-15

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) to Provide and Install New Playground Equipment at Stolley Park; and

WHEREAS, there (3) playground equipment providers responded; and

WHEREAS, Creative Sites, LLC of Omaha, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a proposed amount of \$134,647.00 has been negotiated.

WHEREAS, funding will be provide by Food and Beverage Tax proceeds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Creative Sites, LLC of Omaha Nebraska to Provide and Install New Playground Equipment at Stolley Park is hereby approved at a cost of \$134,647.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form	☐ _____
January 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-17

**#2022-16 - Approving Consent for Rental Use of the Grand Generation Center**

Staff Contact: Jerry Janulewicz



# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Administrator

**Meeting:** January 11, 2022

**Subject:** Consent for Rental Use of the Grand Generation Center

**Presenter(s):** Jerry Janulewicz, City Administrator  
J. J. Green, Member of the Board of Directors of the Senior Citizens Industries

## **Background**

The City of Grand Island is the owner of the Grand Generation Center located in the 300 block of East Third Street. The property is leased to Senior Citizens Industries, Inc. for \$1.00 per year. As part of the lease agreement, the city agreed to maintain the building's exterior, parking lot, HVAC, plumbing, electrical and fire sprinkler systems.

Representatives of Senior Citizens are requesting that the City consent to the organization's plan to utilize areas of the facility for hosting private events such as wedding, graduation, anniversary, birthday, holiday and other receptions. Senior Citizens makes this request as a means of financially supporting its ability to provide congregate meals and other programs for senior citizens.

## **Discussion**

The very favorable terms of the lease agreement would indicate that the City intended that the Grand Generation Center be used for providing programs that support senior citizens. The Lessee's plan to obtain income through renting the facility for private receptions and parties is a matter that is appropriate for consideration by the City Council. Although the lease agreement does not explicitly require the City's consent, the City could give notice of intent to terminate the lease if the City Council determines the proposed use of the city-provided and maintained facility is inappropriate.

## **Alternatives**

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the resolution approving the request of Senior Citizens Industries, Inc.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2022-16

WHEREAS, the Grand Generation Center is owned by the City of Grand Island and leased to Senior Citizens Industries, Inc. (SCI); and

WHEREAS, SCI desires to host private events such as wedding, graduation, anniversary, birthday and other receptions at the Grand Generation Center as a means of generating additional revenue to support its programming for seniors at the Center; and

WHEREAS, SCI is requesting City Council approval to use the Grand Island Center for hosting private events to financially support its programming for seniors.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the request of SCI, lessee of the Grand Generation Center, to host private events to financially support its programming for seniors is hereby approved with the following conditions:

1. All income received by SCI through hosting private events at the Grand Generation Center shall utilized solely to support programs and meals for seniors;
2. SCI shall maintain records of all Grand Generation Center rental income it receives and permit inspection of the same by the City; and
3. This authorization may be terminated by the City Council upon 15 days written notice to SCI.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form	☒ _____
January 7, 2022	☒ City Attorney



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item G-18

**#2022-17 - Approving Emergency Coal Purchase**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

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

**Meeting:** January 11, 2022

**Subject:** Emergency Procurement of Coal for Platte Generating Station

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

## Background

Due to the extreme winter weather event in February of last year, coal-fueled generation demand has been higher than normal as the natural gas industry has struggled to re-establish gas inventories to normal levels. Along with increased demand for coal, supply chain issues are also impacting and delaying rail shipments across the industry. These factors have caused coal inventories at the Platte Generating Station to approach ten days of operation, down from our planned sixty to ninety days. As an example, three train deliveries were ordered for the month of December, however, only one was received. Department management has been monitoring this situation, and rail shipments continue to be an issue with winter weather looming, therefore, plant staff was directed to pursue immediate short term coal delivery options.

City Procurement Code requires that purchases over \$40,000 for the electric utility fuel purchases be formally advertised for bid, and a contract be approved by Council. The Procurement Code also allows Council to issue a declaration of emergency and authorize emergency procurement based on the most competitive method that the situation allows.

## Discussion

To reduce the draw on the coal storage, on December 24<sup>th</sup>, the unit has been limited to minimum load. To supplement existing inventories until a train delivery, Hastings Utilities was contacted regarding the availability of coal at the Whelan Energy Center, of which Grand Island is a partner in WEC Unit 2. After reviewing its contractual arrangements, Hastings offered to provide up to 5,000 tons from the WEC inventory, to be delivered to PGS with Grand Island provided trucks. Grand Island also contacted Werner Construction regarding availability of trucks, drivers, and loading equipment for these deliveries. Upon discussion by City administration and Department management, plant staff was directed to proceed with the movement of up to 5,000 tons of coal from Hastings to Grand Island with

both parties under a cost of services arrangement, which is estimated to be up to \$215,000.00. If the rail delivery situation improves, Grand Island Utilities Department is not committed to the 5,000 tons and the truck shipments can be discontinued.

### **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 authorize the Emergency Procurement of Coal for Platte Generating Station for up to 5,000 tons of coal from Hastings Utilities and Werner Construction.

### **Sample Motion**

Move to approve the Emergency Procurement of Coal for Platte Generating Station for up to 5,000 tons of coal from Hastings Utilities and Werner Construction.

RESOLUTION 2022-17

WHEREAS, the national increased demand for coal, along with supply chain issues have caused coal inventories at the Platte Generating Station to approach ten days of operation; and

WHEREAS, Hastings Utilities has offered to provide up to 5,000 tons from the Whelan Energy Center and Werner Construction has trucks, drivers and loading equipment to facilitate the deliveries at an estimated total cost of up to \$215,000.00; and

WHEREAS, if the rail delivery situation improves, the Department is not committed to the 5,000 tons and the truck shipments can be discontinued.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that an emergency procurement of up to 5,000 tons of coal from Hastings Utilities, with transportation provided by Werner Construction, at a cost estimated to be up to \$215,000.00 be authorized.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

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

Attest:

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

Approved as to Form    ✕ \_\_\_\_\_  
January 7, 2022        ✕ City Attorney



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item I-1

**#2022-18 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 6 for Property located North of State Street and West of Wheeler Avenue (Mesner Development Co.)**

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

Staff Contact: Chad Nabity



RESOLUTION 2022-18

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 6 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to redevelop property for residential purposes including necessary costs for acquisition, sitework and utility extensions and eligible planning expenses and fees associated with the redevelopment project and that such project would not be economically feasible without such aid as is proposed within the Redevelopment Plan. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
January 7, 2022	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 6 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
  - c. The CRA is authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 11, 2022

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of December 29, 2021 through January 11, 2022**

*The Claims for the period of December 29, 2021 through January 22, 2022 for a total amount of \$3,093,703.56. A MOTION is in order.*

Staff Contact: Patrick Brown