
City of Grand Island



Tuesday, February 22, 2022 Council Session Agenda

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

7:00 PM

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

Call to Order

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

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

Invocation - Pastor Steven Peeler, Messiah Lutheran Church, 708 North Locust Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item C-1

Recognition of Grand Island Senior High and Northwest High School Students Performance at the NSAA State Bowling Championships

Mayor Steele and the City Council will recognize Adam Dreher, Brayden Lee, Kaden Kuusela, Cody Cadwalader, Jett Hennings, Brock Hurley, Austin Sinsel, Head Coach Paul Lee and Assistant Brad Earnest for their performances at the NSAA State Bowling Championships by bringing home the Championship Trophy and Gold Medals. Also to be recognized is Islander Girls Team, Senior Anna Kolar who qualified for State Girls Single. Congratulations on a job well done.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item E-1

**Public Hearing on Redevelopment Plan for CRA No. 1 for
Property located at 641 South Cherry Street and 1010 East
Bismark Road (JNIK, LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: February 22, 2022
Subject: Site Specific Redevelopment Plan for CRA Area #1
Presenter(s): Chad Nabity, AICP CRA Director

Background

JNIK LLC is proposing to renovate the Super Bowl as a reception hall and add a coffee shop at property located at 1006 E Bismark Road. They are also proposing as part of this development to create 46 residential lots on property located north and east of the Super Bowl building to be served by city streets and utilities. The Super Bowl property is zoned CD Commercial Development Zone and the proposed uses are allowed an amendment to the CD zone will be needed prior to construction of the coffee shop. The remainder of the property was just recently rezoned to R-3 Medium Density Residential and the proposed residential uses would be permitted. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on January 11, 2022 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on February 2, 2022. 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 February 2, 2022. The Planning Commission approved Resolution 2022-07 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 380 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 #1 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 the acquisition costs of the property as well as the development of the residential lots and the renovation of the existing Super Bowl building as a reception hall including bringing it up to code for all life safety requirements. 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 25 years with no single part of this project extending for a period of more than 15 years. The proposed bond for this project will be issued for the amount of \$5,800,000. This will be phased project beginning with the residential development.

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 1
January 2022**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to adopt a Redevelopment Plan Amendment for Area 1 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 1.

Executive Summary:

Project Description

THE REDEVELOPMENT OF PROPERTY LOCATED NORTH OF BISMARK ROAD EAST OF CHERRY STREET INCLUDING 1010 E. BISMARK FOR DEVELOPMENT OF 47 LOTS FOR DUPLEX AND SINGLE FAMILY DWELLINGS INCLUDING NECESSARY INFRASTRUCTURE AND GRADING IMPROVEMENTS. REMODEL OF EXISTING BUILDING (FORMER SUPER BOWL). BRING TO CODE WITH FIRE SPRINKLERS, ELECTRICAL AND OTHER NECESSARY UPGRADES INCLUDING INTERIOR AND KITCHEN UPGRADES, CONFERENCE ROOMS AND A COFFEE SHOP/CAFÉ.

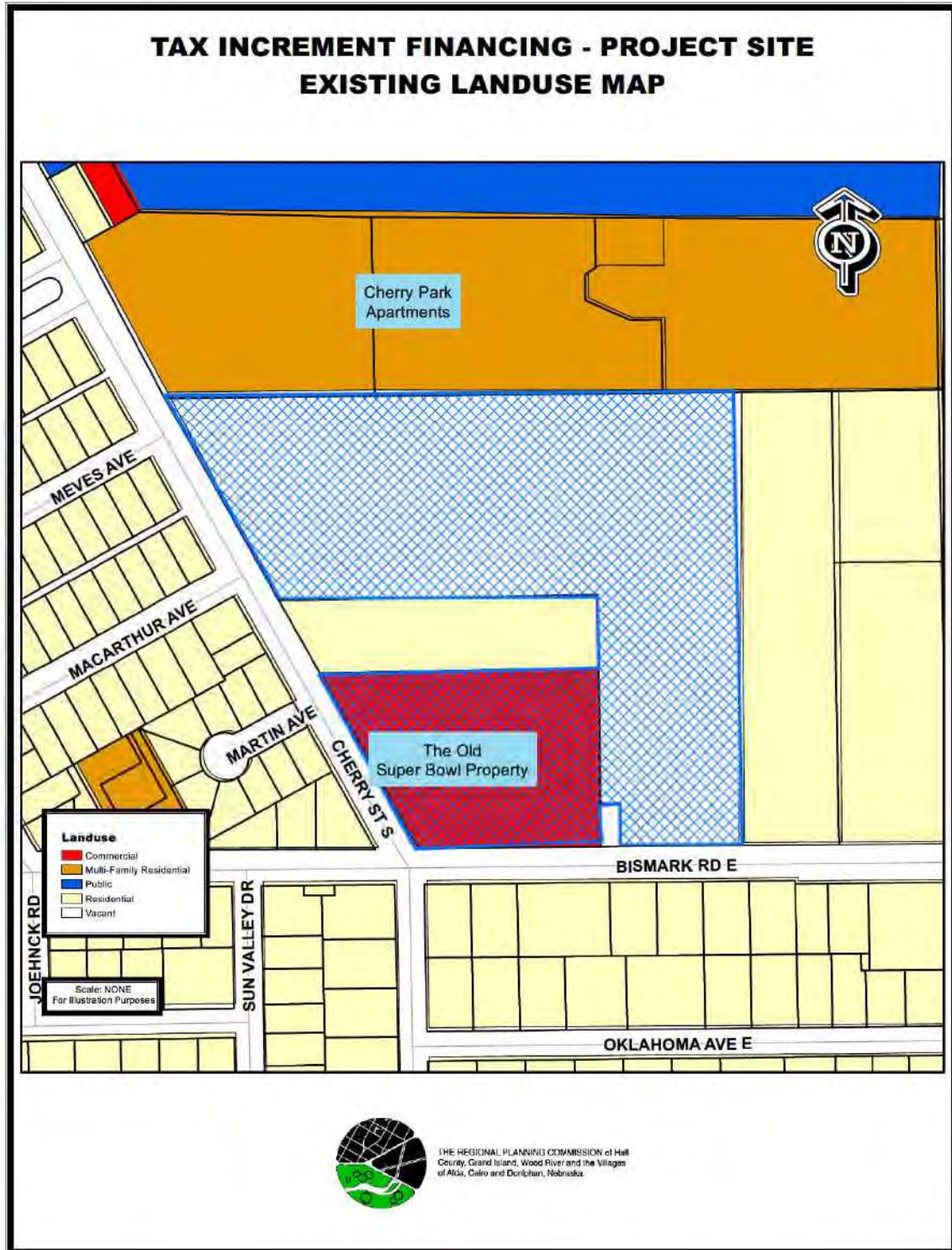
The use of Tax Increment Financing to aid in redevelopment expenses associated with necessary and required infrastructure (sewer, water, storm drainage, paving, landscaping, etc.), grading improvements and site preparation, and planning and legal costs to redevelop the proposed Nikodym Third Subdivision in the City of Grand Island. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project happen. The project will result in the construction of 47 residential lots intended for single family detached homes and duplex units in southeast Grand Island along with improvements to and renovation of the Super Bowl building at 1010 E. Bismark. It is expected that this project will be developed over the next 10 years.

JNIK, LLC has owned the property for 3 years. Development of the larger portion of this property was restricted by Council until a plan for development was brought forward. The residential portion of property is currently vacant and the commercial property is being used for storage and as a private museum. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the site work and development if TIF is available to assist with project financing. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 25 year period towards the allowable costs and associated financing for the acquisition and site work with no portion of ad valorem taxed divide for a period of more than 15 years.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:
Property Description (the “Redevelopment Project Area”)

Legal Descriptions:

Lot 1 Nikodym Subdivision and Lot 1, Nikodym Second Subdivision, City of Grand Island, Hall County, NE



Existing Land Use and Subject Property

This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. The tax increment will be captured for up to 25 tax years the payments for which become delinquent in years 2023 through 2048 inclusive or as otherwise dictated by the contract with no property exceeding 15 years.

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 single family and duplex units at this location along with improvements to the commercial property at 1010 E. Bismark. The developer has submitted a request for approval of to rezone the residential portion of this property to R3 Medium Density Residential.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on any Lot or Lots located in the Redevelopment Project Area as for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract related to the Redevelopment Project Area, or the resolution providing for the issuance of the TIF Note, consistent with this Redevelopment Plan Amendment. Said taxes shall be divided as follows:

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 December 19, 2000.[§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 and project are consistent with the Comprehensive Plan as the development around this area is largely residential and the recreational use previously on the property has been discontinued. The Hall County Regional Planning Commission held a public hearing at their meeting on February 2, 2022 and passed Resolution 2022-07 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:

This property is currently owned by the proposed developer. There is no proposed acquisition by the authority.

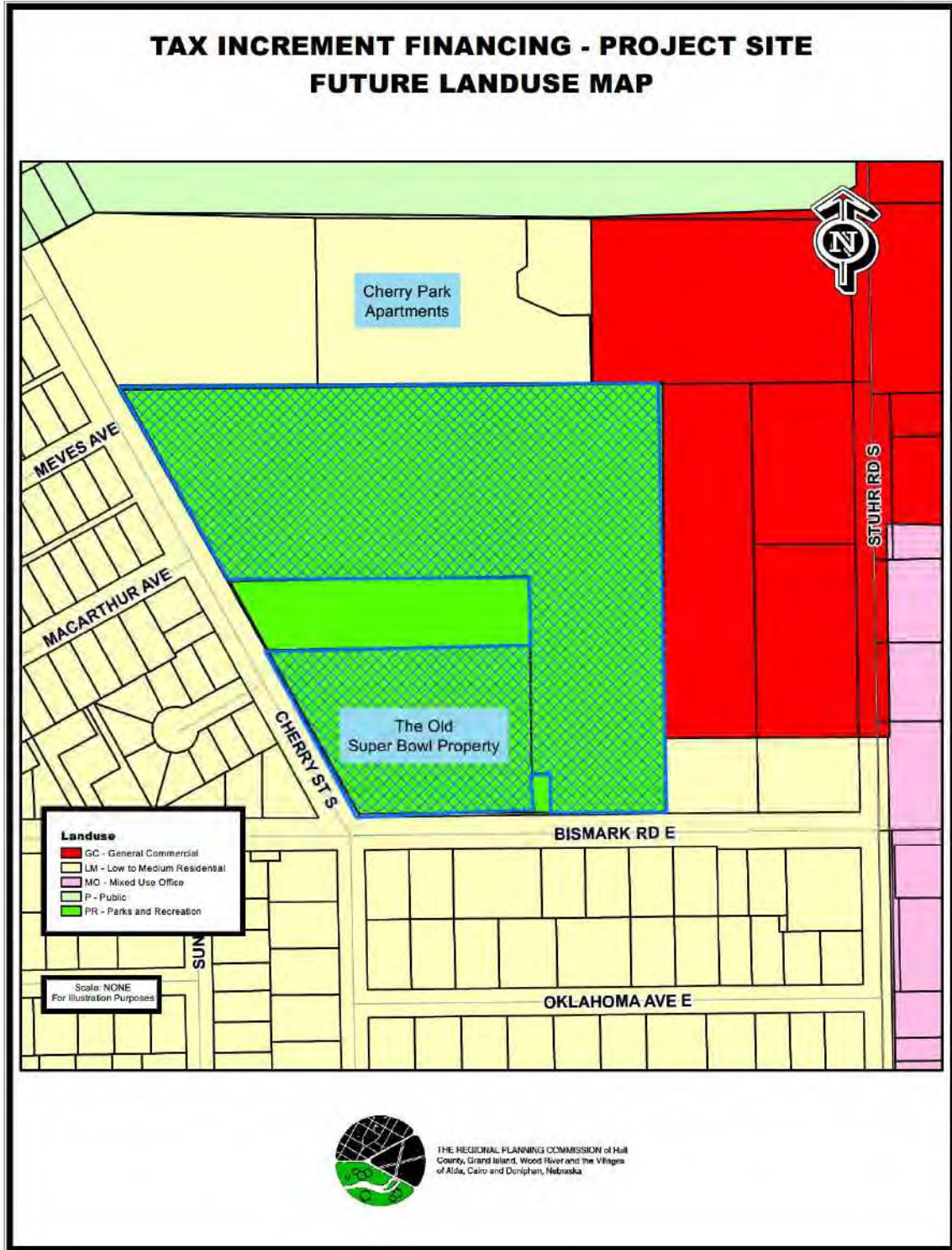
b. Demolition and Removal of Structures:

There are no significant structures on this property that need to be demolished or removed. The 25x60 go-cart storage building will be moved and remodeled into a 5 car garage. Demolition of the mini-golf and go cart track and trees removed.

c. Future Land Use Plan

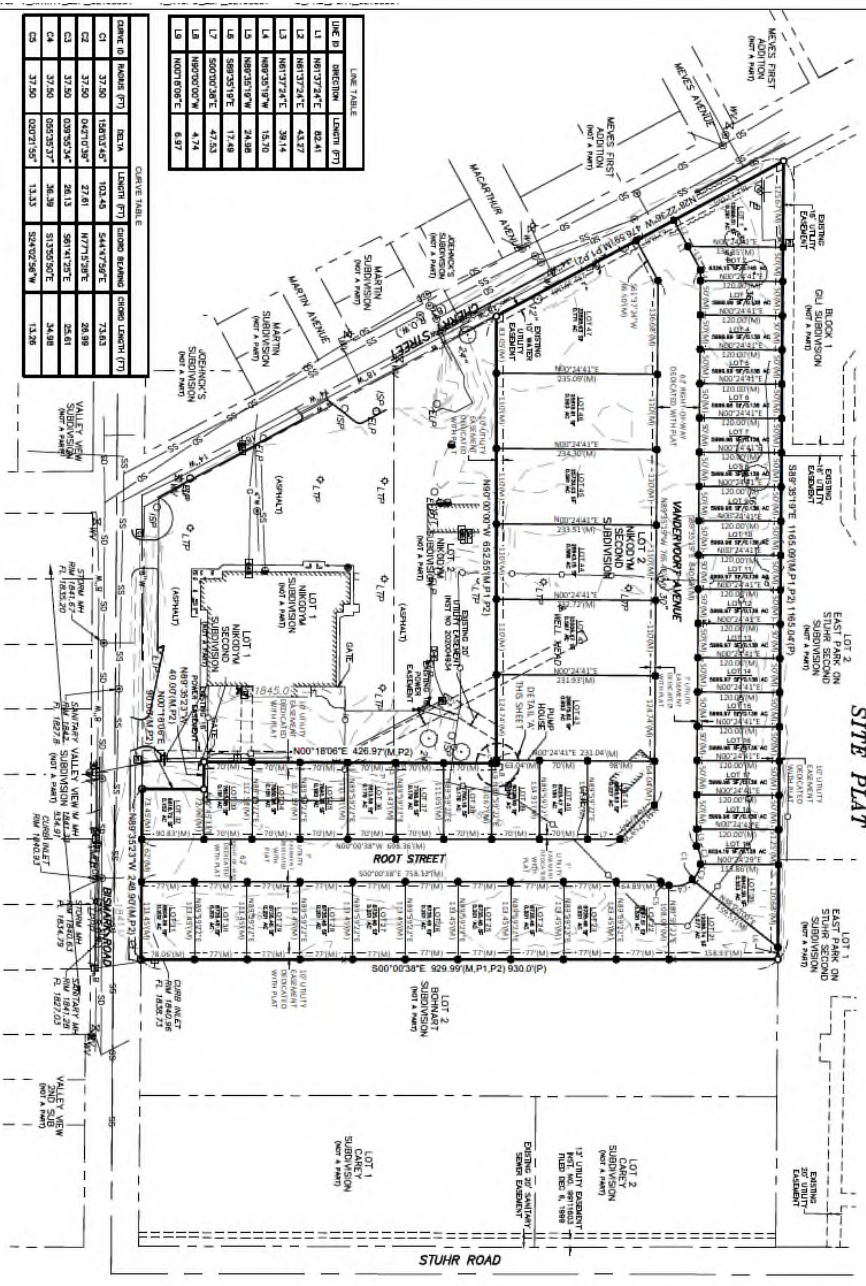
See the attached map from the 2004 Grand Island Comprehensive Plan. The area immediately to the north this property is planned for residential use and is occupied by apartment buildings. The property to the south is planned and zoned for residential development, commercial development, and recreational development, The Super Bowl fun center was located there along with a single family home on a large lot with more

typical single family development to the south and west of Bismark and Cherry. The property to the east is zoned commercially and occupied by single family homes on large



City of Grand Island Future Land Use Map

NIKODYM THIRD SUBDIVISION CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA SITE PLAN



LINE #	SECTION	LENGTH (FT)
L1	10613724'E	62.41
L2	10613724'E	43.57
L3	10613724'E	30.14
L4	10613724'E	15.70
L5	50613919'E	24.86
L6	50613919'E	17.46
L7	50613919'E	47.23
L8	10613902'W	4.24
L9	10613902'W	6.87

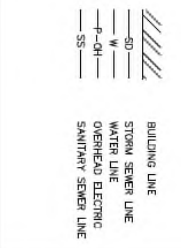
CADRE ID	NUMBER (FT)	DATA	LENGTH (FT)	ROUND BEARING	CHORD LENGTH (FT)
C1	37.50	10613945'	103.46	S44°47'59"E	73.43
C2	37.50	04619130'	27.61	N77°17'39"E	28.99
C3	37.50	03030524'	26.13	S01°14'22"E	25.81
C4	37.50	03030524'	36.39	S13°59'02"E	34.88
C5	37.50	02021250'	13.23	S29°29'29"W	13.28

NOTE:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SIGHT UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA, THE SURVEYOR DOES NOT GUARANTEE THE AVAILABILITY OF THE UTILITIES. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

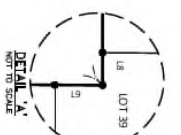
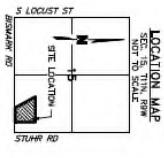
olsson
201 East 2nd Street
Grand Island, NE 68801
FAX 308.304.8752

PROJECT NO. 201-0244
JMK/IRG/DTM
SURVEY
ENGINEER OLSSON
NUMBER OF DAYS 41

OWNER: MR. & MRS. T. NIKODYM REDEVELOPMENT
SUBDIVISION
ENGINEER OLSSON
NUMBER OF DAYS 41



LEGAL DESCRIPTION
A PART OF ALL OF LOT 2, NIKODYM SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. A CALCULATED AREA OF 3013.203 SQUARE FEET ON 13.50 ACRES MORE OR LESS.



lots and a landscaping business fronting onto Stuhr road. This property is vacant and was planned for recreational development when it was part of the Super Bowl complex though hay has been harvested from it for several years. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]

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

The area is zoned RD-Residential Development Zone. Apartment development at up to 42 dwelling units per acre is permitted within this zoning district. The developers are seeking to change the zoning to allow medium density residential with up to 14 units per acre. An application to rezone this property has been filed and will be considered by Council prior to approval of this plan. The property will be replatted with new streets as part of the development connecting Cherry Street and Bismark Road through the subdivision. 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 to build on the site within the constraints allowed by both the current and the proposed zoning districts. The R3 Medium Density residential zone allows for 1 dwelling unit for every 3000 square feet of lot space and up to 50% of the lot area can be covered with buildings. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Water and sanitary are available to support this development. The developer will be responsible for extension of water and sanitary sewer necessary to serve this site. Development and extension of this infrastructure is one of the primary challenges for this site.

Electric utilities will be extended throughout the site to support the proposed development.

No other city 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. The residential portions of this property is currently vacant without any residences and the commercial portion is owned and occupied by the developer that will be renovating the commercial space no relocation is contemplated or necessary. [§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]

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.

Acquisition of the property is included as TIF eligible expense at a cost of \$320,000. Grading, storm water management, utility connections and extensions and similar site improvements are estimated at \$2,041,000. Renovation and upgrades to the Super Bowl building and property \$3,950,000. Planning related expenses for Architecture, Engineering, Planning services of \$300,000. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$70,000 are included as TIF eligible expense. The total of eligible expenses for this project is \$6,393,000.

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 except the financing provided by the issuance of the TIF Indebtedness. The Authority will assist the project by granting the sum of \$5,800,000 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 according to the approved contract.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan. The property is vacant.

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. This will have the intended result of preventing recurring elements of blighted conditions including vacant and underutilized building sites.

8. Time Frame for Development

Development of this project is anticipated to be completed between April 2022 and December of 2032. The developers anticipate creating all of the lots in a single phase during the 2022 year and build out on those lots to occur within 4 to 10 years depending on market conditions. Excess valuation should be available for this project for 15 years on each phase of this project beginning with the 2023 tax year.

9. Justification of Project

This property was rezoned for residential use by Council in 2018 with a restriction that other than the 1 single family home built between this project and the Super Bowl building the property would need to come forward with a plan for development prior to any additional structures being permitted. This plan accommodates residential development and the extension of streets and utilities to support those residences and provides a buffer between the more intense apartment uses to the north and the single family uses on the south side of Bismark. The 2020 housing market study for the City of Grand Island shows a need of an additional 1361 housing units between 2020 and the end of 2024. These 47 to 88 units at this location would help meet that goal and spread the housing developed around the city.

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 Redevelopment Project, including:

Project Sources and Uses. Approximately \$5,800,000 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 \$15,436,000 in private sector financing; a private investment of \$2.66 for every TIF and grant dollar investment.¹ See the Attached Source and Uses of Funds Chart

¹ This does not include any investment in personal property at this time.

Use of Funds.	Source of Funds		
Description	TIF Funds	Private Funds	Total
Site Acquisition	\$ 320,000		\$ 320,000
Building Costs		\$ 14,100,000	\$ 14,100,000
Renovation	\$ 3,114,000	\$ 836,000	
Demolition	\$ 500,000		
Sewer	\$ 360,000		\$ 360,000
Water	\$ 215,500		\$ 215,500
Electric			\$ -
Public Streets/Sidewalks	\$ 520,500		\$ 520,500
Site preparation/Dirt Work	\$ 400,000		\$ 400,000
Architecture/Engineering	\$ 300,000		\$ 300,000
Legal/TIF Contract	\$ 70,000		\$ 70,000
Other Site Improvements	\$ -	\$ 500,000	\$ 500,000
			\$ -
Total	\$ 5,800,000	\$ 15,436,000	\$ 21,236,000

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2021, valuation of approximately \$136,655. Based on the 2021 levy this would result in a real property tax of approximately \$2,963. It is anticipated that the assessed value will increase by \$16,963,345 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$367,830 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for the period of the TIF contract or the 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:	\$ 136,655
Estimated value after completion	\$ 17,100,000
Increment value	\$ 16,963,345
Annual TIF generated (estimated)	\$ 367,830
TIF bond issue (Not to exceed)	\$ 5,800,000

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

The redevelopment project area currently has an estimated valuation of \$136,655. The proposed redevelopment will create additional valuation of \$16,963,345. Taxes will be shifted to support this project and the infrastructure and renovation that will result in the additional long term valuation as well as new housing in this part of the community. 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 negatively impacted by this development. The electric utility has sufficient capacity to support the development. This development, since it is housing, may have an impact on Grand Island Public Schools. At this point, the Grand Island public school system has taken a neutral stance on development not advocating for or against housing projects proposing to use TIF. This property is in the Dodge Elementary School area. Fire and police protection are available and should not be negatively impacted by this development though all new residences and development do have an incremental impact on fire and police.

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

This will have minimal impact on employers or employees within the redevelopment project area. Although it will increase housing choices in southeast Grand Island and may positively impact recruitment of employees for businesses located in this part of the community.

(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 project will not have a negative impact on other within the Grand Island area.

(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 the American Community Survey is 2.61 (new ACS data is not available and isn't expected until March of 2022). If 47 additional houses are built they would house 123 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 numbers 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 24 school age children generated by this development. As proposed in this development plan the maximum number of units created could be as many as 88 which would result in 230 people with an average of 44 school age children. If this develops as proposed with at a rate of 10 units per year up to 4.4 children would be added to the district for up to 9 years. These children will likely be spread over the full school age population from elementary to secondary school.

According to the National Center for Educational Statistics² 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 January 5, 2022 that the CRA would be considering this application at their January 12, 2022 meeting.

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

This project will provide needed housing in the Grand Island market and spread the housing to parts of the community other than northwest Grand Island.

Time Frame for Development

Development of this project is anticipated to be completed during between April of 2022 and December of 2032. The base tax year should be calculated on the value of the property as of January 1, 2022 or the year that an amendment to the contract is filed to claim additional improvements. Excess valuation should be available for this project for 15 years beginning in 2023 with taxes due in 2024 actual dates will be set based on the approved contract. 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 on any portion of the project. Based on the estimates of the expenses detailed above for creation of the 47 residential lots and rehabilitation of the Super Bowl property the developer will spend more than \$5,800,000 on TIF eligible expenses as part of this development.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Address:

Telephone No.: _____ Fax No.: _____

Email: _____

Contact:

Application Submission Date: _____

Brief Description of Applicant's Business:

Legal Description/Address of Proposed Project

Community Redevelopment Area Number _____

Present Ownership Proposed Project Site:

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.

If Property is to be Subdivided, Show Division Planned: See attached plan

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ _____
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	Concrete Block wall	\$ _____
Total		\$ _____

Soft Costs:

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

TOTAL \$ _____

Total Estimated Market Value at Completion: \$ _____

Source for Estimated Market Value _____

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:

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

Project Construction Schedule:

Construction Start Date:

Construction Completion Date:

If Phased Project:

_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete

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:

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

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:

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

Exhibit B

Base Value

\$ 250,000

Finished Value

\$ 14,100,000

Increment

\$ 13,850,000

Tax Entity	Bond	2019 Levy	2019 Base Taxes
City Levy	City Bond	0.375504	\$939
		0	\$0
CRA		0.022400	\$56
Hall County		0.390562	\$976
Rural Fire	Fire Bond*		\$0
			\$0
GIPS School	2nd Bond 4th Bond 5th Bond	1.080000	\$2,700
		0.032107	\$80
		0.033384	\$83
		0.129999	\$325
ESU 10		0.014138	\$35
CCC		0.095956	\$240
CPNRD		0.025761	\$64
Ag Society		0.002813	\$7
Airport	Airport Bond	0.009512	\$24
		0.021633	\$54
Total Combined		2.233769	\$5,584

Tax Entity	Bond	2019 Levy	2019 Taxes
City Levy	City Bond	0.375504	\$52,007
		0	\$0
CRA		0.022400	\$3,102
Hall County		0.390562	\$54,093
Rural Fire	Fire Bond*		\$0
			\$0
GIPS School	2nd Bond 4th Bond 5th Bond	1.080000	\$149,580
		0.032107	\$4,447
		0.033384	\$4,624
		0.129999	\$18,005
ESU 10		0.014138	\$1,958
CCC		0.095956	\$13,290
CPNRD		0.025761	\$3,568
Ag Society		0.002813	\$390
Airport	Airport Bond	0.009512	\$1,317
		0.021633	\$2,996
Total Combined		2.233769	\$309,377

SCOPE OF SERVICES November 4, 2021

PROJECT DESCRIPTION AND LOCATION

Project Location: Lot 2 Nikodym Third Subdivision,
Grand Island, Nebraska

Project Description: Preliminary and Final Plat for the 13 Acres of lot 2. Design of sanitary sewer, water main, and roadway extension into the proposed 13-acre subdivision. Construction phase services including materials testing for the site improvements.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 - SURVEY AND PLANNING SERVICES **\$21,600.00 [Lump Sum]**

Task 101 - Topographical Survey - \$3,700.00

- 1.1 Topographic survey to pick up existing site features missing on from the existing survey to include utility inverts, contours, finish floors and update of any site features.
- 1.2 Survey to be completed in Nebraska LDP coordinates, NAVD 88 Vertical.
- 1.3 Nebraska 811 will be contacted to locate all existing utilities on the project site.
- 1.4 Surveyors will visit the site and record all existing site features using GPS equipment.
- 1.5 Create a CAD drawing of the existing site, to be used for design of proposed site improvements.
- 1.6 Note, detailed survey of existing mini golf and track not included.

Task 102 - Preliminary Plat Design & Submittal - \$11,300.00

- 1.7 Develop residential lot layout for the future Nikodym Third Subdivision (~48 lots).
- 1.8 Prepare preliminary plat for Nikodym Third Subdivision, including lot, utility, and drainage plans.
- 1.9 Evaluate the site drainage for a 10-year storm event. Identify amount needed (if any) and location of storm water detention for the site.
- 1.10 Attend a subdivision committee meeting.
- 1.11 Address City review comments of the preliminary plat.

Task 103 - Final Plat Design & Submittal - \$2,800.00

- 1.12 Prepare Final Plat for Nikodym Third Subdivision (~48 lots).
- 1.13 Address City comments.
- 1.14 Submit re-zoning application along with plat.

Task 104 - Set Property Pins - \$3,800

- 1.15 Set property pins for new lots.

PHASE 200 - CIVIL DESIGN SERVICES

\$35,600.00 [Lump Sum]

Task 201 - Construction Plan Design

- 2.1 Develop sanitary sewer plan and profile drawings for approx. 1700 LF of sanitary main. Design the location of manholes and sanitary sewer services.
- 2.2 Submit sanitary sewer plans to the City of Grand Island and address review comments.
- 2.3 Submit sanitary sewer plans to NDEE and address review comments.
- 2.4 Develop water main plan and profile drawings for approx. 1700 LF of water main. Design location of valves, fittings, fire hydrants and water main services.
- 2.5 Submit water main plans to the City of Grand Island and address review comments.
- 2.6 Develop roadway plans for the proposed private drives. 1700 LF of paving.
- 2.7 Design roadway geometrics, joints, grades and construction details.
- 2.8 Develop proposed mass site grading plan.

PHASE 300 - CONSTRUCTION PHASE SERVICES [Time and Expense] \$37,600 (Estimated)

Task 301 - Bid Phase Services - \$1,900.00

- 3.1 Prepare Notice to Bidders and Issue Documents Develop drive plan and profile plans.
- 3.2 Answer Questions and Prepare Addenda, as necessary.
- 3.3 Review and Evaluate Bids.
- 3.4 Conformed copies of the contract documents, including all insurance and bond forms, will be prepared by Olsson.

Task 302 - Construction Administration - \$3,200.00

- 3.5 Olsson shall review shop drawings, and other data submitted by the Contractor to determine compliance with the project drawings and specifications.
- 3.6 Olsson shall be available to the Contractor as needed for project questions.
- 3.7 Olsson shall make revisions to the project drawings with any changes in the work authorized during construction and shall submit a set of record drawings to the Client and City indicating such changes upon completion of the Project.

Task 303 - Construction Observation - \$20,900.00

- 3.8 Olsson shall provide construction observation, construction testing, and special inspection services on a daily basis during the construction process. These services will be on a part time basis during an assumed construction timeframe. Since no schedule has been provided, Olsson Associates has made an assumption for the construction duration and is further outlined below:
 - 12 weeks of part time construction observation at 15 hours per week to complete the water main & sanitary sewer.
- 3.10 Olsson is to provide a Resident Project Representative (and any assistants). The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit "B", Duties, Responsibilities and Limitation of Authority of Resident Project Representatives.
- 3.11 Olsson will provide soil density testing and concrete testing on this Project. Testing frequencies have been estimated and are as listed below:
 - Soils Proctor: two (2) standard proctors of onsite material shall be obtained and processed in laboratory for backfill and subgrade base material.
 - Compaction Testing: 150 compaction tests have been estimated for, utility backfills and pavement subgrade material. Note, general site grading testing is excluded.
 - Concrete Testing: four (4) concrete tests have been estimated to be performed per

ASTM C-31 for roadway pavement sections.

Task 304 - Construction Survey - \$9,800

- 3.12 Olsson will perform construction staking services for the Client based on the plans prepared by Olsson. Fees are based on Six (6) round trips to the job site and Olsson will coordinate with the contractor for scheduling.
- One (1) trip to establish control points for grading
 - One (1) trip has been estimated for staking graded offset alignment at 50' intervals of the sanitary sewer main along with one offset stake for end of each service with grade. This does not include staking for dewatering wells.
 - One (1) trip has been estimated for staking graded offset alignment at 50' intervals of the water main along with one offset stake for the end of each service with grade.
 - One (1) trip has been estimated for staking graded offset alignment at 50' intervals for the storm sewer main and two (2) offset stakes with one graded for curb inlets.
 - Two (2) trips have been estimated for staking graded offsets at 25' intervals and at VPI for full width paving alignment and radius points of the paving. This is only for paving and does not include any subgrade staking. All items not mentioned above in the staking scope will be considered additional staking. This includes any and all re-staking that is requested from contractor or owner.

Task 305 - Project Closeout - \$1,800.00

- 3.13 When the Contractor completes the work in accordance with the terms of the contract documents, Olsson shall issue an opinion recommending acceptance to the Client and certify his approval of the Contractor's request for final payment.
- 3.14 Olsson shall make revisions to the project drawings with any changes in the work authorized during construction and shall submit a set of record drawings to the Client and City indicating such changes upon completion of the Project.

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- ALTA Survey
- Wetland Delineation and Permitting
- Environmental review, Phase 1
- Easements dedication after the final plat is approved
- Geotechnical Investigation
- City fees (review/platting/zoning)
- Project-related permitting outside of the scope of the proposal and fees.
- Items not specifically included in the Scope of Services above.

Compensation

Phase	Description	Fee Type	Fee
100	Survey and Planning Services	Lump Sum	\$21,600.00
200	Civil Design Services	Lump Sum	\$35,600.00
300	Construction Phase Services	Time and Expense*	\$37,600.00
Total Proposed Fees:			\$94,800.00

*Time and Expense fee is an estimated fee, based on an assumed construction schedule. Additional construction service fees may be incurred, should the actual construction schedule exceed the assumed schedule. Olsson will inform client if the actual construction schedule begins to impact our estimated fees.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

G:\Grand Island\Admin\PROPOSAL\Nykodym\Scope of Services.doc

Olsson Billing Rate Schedule
2021 Labor Rates

<u>Description</u>	<u>Range</u>	
Principal	129.00	- 388.00
Project Manager	120.00	- 233.00
Project Professional	98.00	- 217.00
Assistant Professional	67.00	- 155.00
Designer	90.00	- 188.00
CAD Operator	54.00	- 119.00
Survey	52.00	- 166.00
Construction Services	43.00	- 233.00
Administrative/Clerical	41.00	- 159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.56/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Resolution Number 2022-06

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO A REDEVELOPMENT PLAN IN 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 amendment of the Redevelopment Plan for CRA Area 1 requested by Artisan's Alley LLC 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 held a public hearing on the proposed plan on January 5, 2022, and

WHEREAS, the chair or president of Hall County Board, Grand Island School Board, Central Platte Natural Resources District, Educational Service Unit #10 and Central Community College were notified by certified mail of said hearing, and

WHEREAS, the Commission advertised the time, date and location public hearing in the Grand Island Independent on Friday December 17th and Friday December 24th, and

WHEREAS, there are no Neighborhood Associations registered with the City of Grand Island, 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 finding that it is in conformance with the comprehensive development plan (general plan for development) for the City of Grand Island.

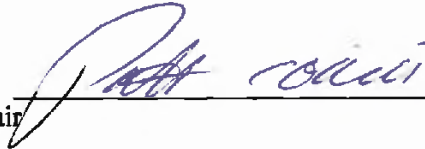
Section 2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

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

DATED: January 5, 2022

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

**Redevelopment Plan Amendment
Grand Island CRA Area 1
January 2022**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to adopt a Redevelopment Plan Amendment for Area 1 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 1.

Executive Summary: Project Description

THE REDEVELOPMENT OF PROPERTY LOCATED NORTH OF BISMARK ROAD EAST OF CHERRY STREET INCLUDING 1010 E. BISMARK FOR DEVELOPMENT OF 47 LOTS FOR DUPLEX AND SINGLE FAMILY DWELLINGS INCLUDING NECESSARY INFRASTRUCTURE AND GRADING IMPROVEMENTS. Remodel of existing building (Former Super Bowl) Bring to current code sprinklers, electrical, etc. Complete interior remodel to include permitted kitchen and meeting/conference rooms. Addition of coffee shop/cafe'.

The use of Tax Increment Financing to aid in redevelopment expenses associated with necessary and required infrastructure (sewer, water, storm drainage, paving, landscaping, etc.), grading improvements and site preparation, and planning and legal costs to redevelop the proposed Nikodym Third Subdivision in the City of Grand Island. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project happen. The project will result in the construction of 47 residential lots intended for single family detached homes and duplex units in southeast Grand Island along with improvements to and renovation of the Super Bowl building at 1010 E. Bismark. It is expected that this project will be developed over the next 10 years.

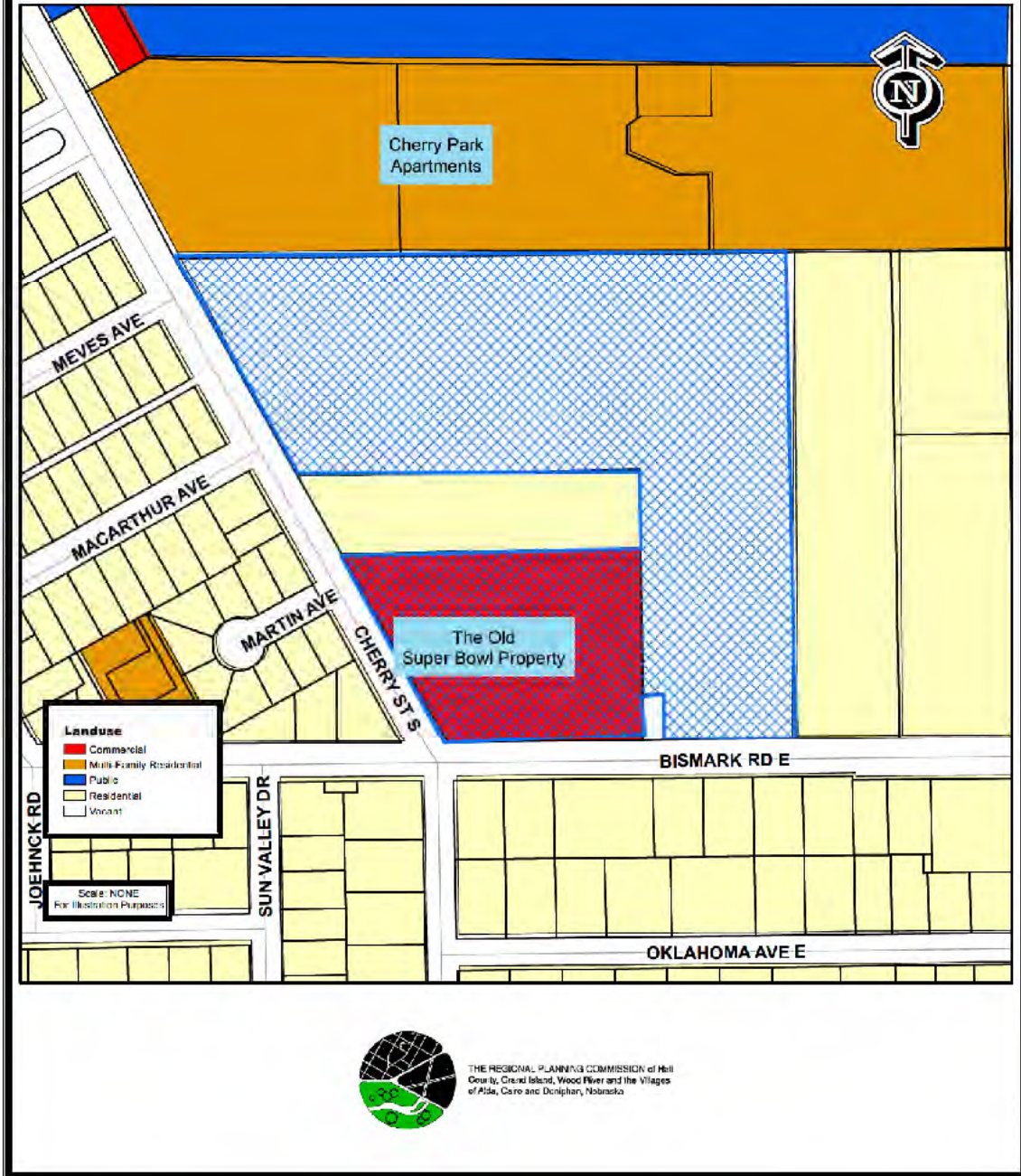
JNIK, LLC has owned the property for 3 years. Development of the larger portion of this property was restricted by Council until a plan for development was brought forward. The residential portion of property is currently vacant and the commercial property is being used for storage and as a private museum. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the site work and development if TIF is available to assist with project financing. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 25 year period towards the allowable costs and associated financing for the acquisition and site work with no portion of ad valorem taxed divide for a period of more than 15 years.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:
Property Description (the “Redevelopment Project Area”)

Legal Descriptions:

Lot 1 Nikodym Subdivision and Lot 1, Nikodym Second Subdivision, City of Grand Island, Hall County, NE

**TAX INCREMENT FINANCING - PROJECT SITE
EXISTING LANDUSE MAP**



Existing Land Use and Subject Property

This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. The tax increment will be captured for up to 25 tax years the payments for which become delinquent in years 2023 through 2058 inclusive or as otherwise dictated by the contract with no property exceeding 15 years.

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 single family and duplex units at this location along with improvements to the commercial property at 1010 E. Bismark. The developer has submitted a request for approval of to rezone the residential portion of this property to R3 Medium Density Residential.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on any Lot or Lots located in the Redevelopment Project Area as for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract related to the Redevelopment Project Area, or the resolution providing for the issuance of the TIF Note, consistent with this Redevelopment Plan Amendment. Said taxes shall be divided as follows:

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 December 19, 2000.[§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 and project are consistent with the Comprehensive Plan as the development around this area is largely residential and the recreational use previously on the property has been discontinued. **The Hall County Regional Planning Commission held a public hearing at their meeting on February 2, 2022 and passed Resolution 2022-07 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:

This property is currently owned by the proposed developer. There is no proposed acquisition by the authority.

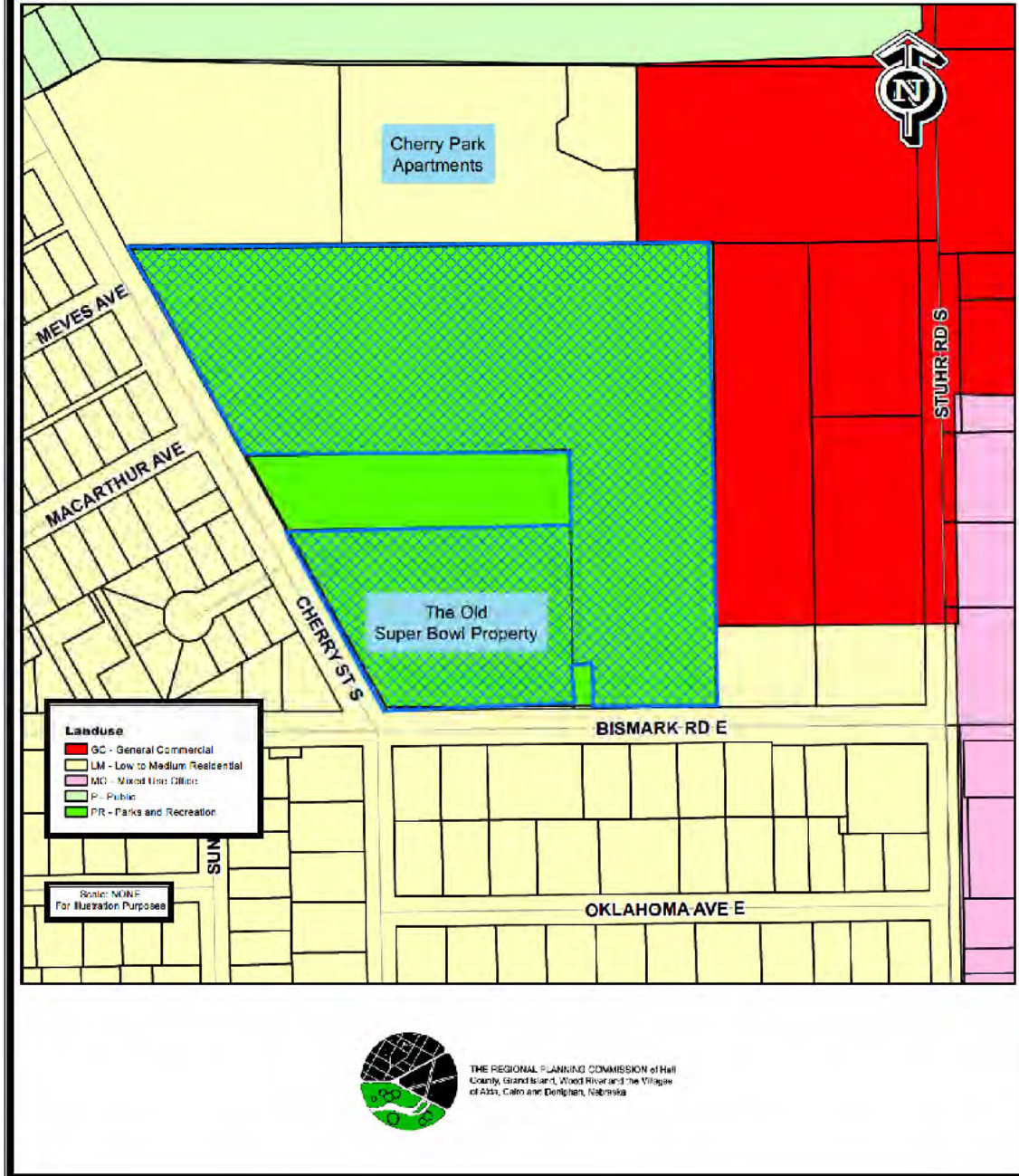
b. Demolition and Removal of Structures:

There are no significant structures on this property that need to be demolished or removed. **The 25'x 60' go-cart storage building will be moved and remodeled to be a 5-car garage. Demolition of mini-golf and go-cart track and trees removed.**

c. Future Land Use Plan

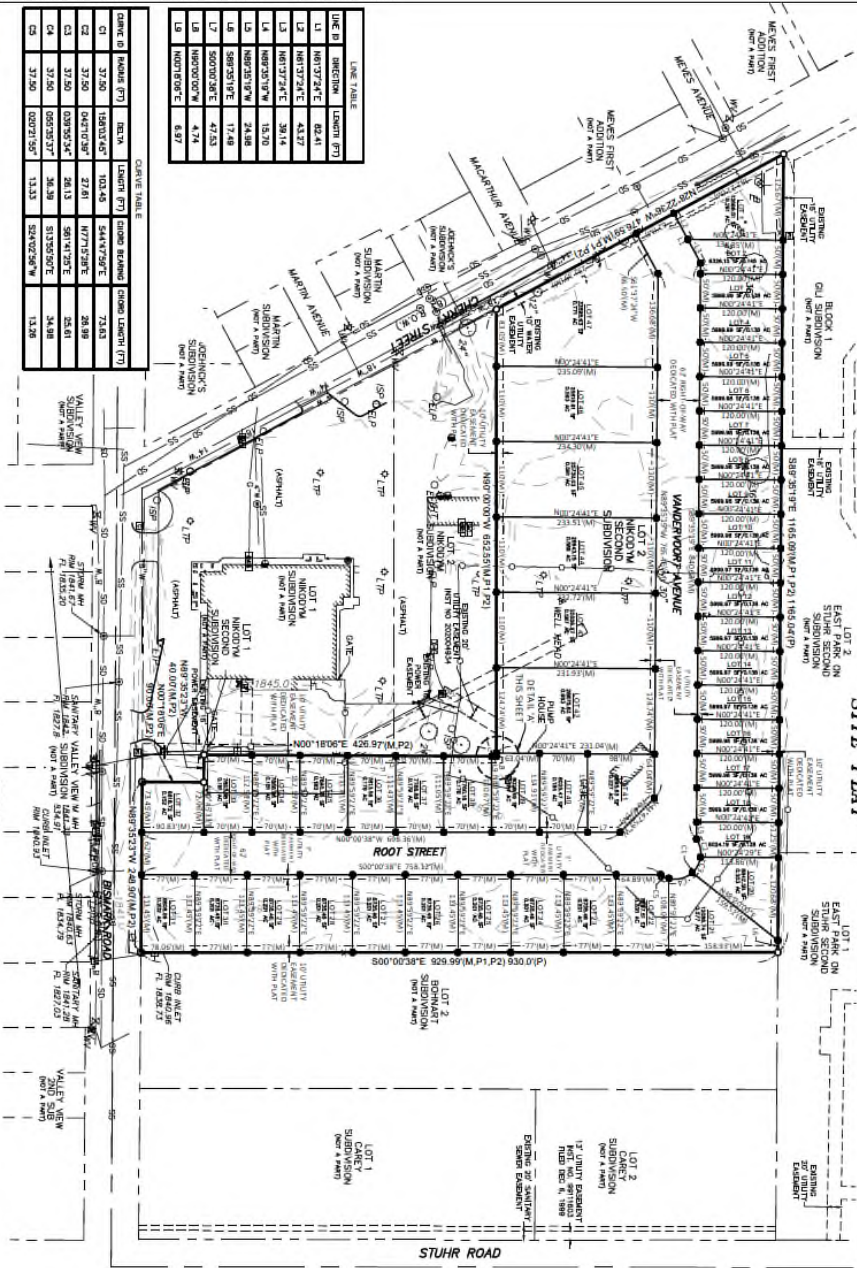
See the attached map from the 2004 Grand Island Comprehensive Plan. The area immediately to the north this property is planned for residential use and is occupied by apartment buildings. The property to the south is planned and zoned for residential development, commercial development, and recreational development, The Super Bowl fun center was located there along with a single family home on a large lot with more typical single family development to the south and west of Bismark and Cherry. The property to the east is zoned commercially and occupied by single family homes on large

**TAX INCREMENT FINANCING - PROJECT SITE
FUTURE LANDUSE MAP**



City of Grand Island Future Land Use Map

NIKODYM THIRD SUBDIVISION CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA SITE PLAN



LINE #	SECTION	LENGTH (FT)
L1	10013724'E	62.41
L2	10013724'E	43.77
L3	10013724'E	30.14
L4	10013724'E	15.70
L5	10013724'E	24.88
L6	10013724'E	17.46
L7	10013724'E	47.23
L8	10013724'E	4.24
L9	10013724'E	6.87

CANAL ID	MADE (FT)	DEPTH (FT)	ROUND BEARING	CURVE LENGTH (FT)
C1	37.50	10.00	S44°47'59"E	73.43
C2	37.50	10.46	S44°47'59"E	28.99
C3	37.50	10.46	S44°47'59"E	28.99
C4	37.50	10.46	S44°47'59"E	28.99
C5	37.50	10.46	S44°47'59"E	28.99

NOTE:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SIGHT UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE UNDERGROUND UTILITIES, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

olsson
201 East 2nd Street
Grand Island, NE 68801
FAX 308.384.8752

PROJECT NO. 201-001
DATE: 11/15/2021
DRAWN BY: JMK
CHECKED BY: JMK
SURVEY NO. 10013724
SUBDIVISION: NIKODYM
SHEET NO. 1 OF 1

LEGEND

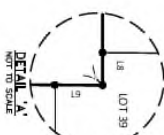
- STANDARD CENTER LINE (BEAR W/CD)
- BOUNDARY LINE (ALIGNED)
- PROPERTY LINE
- SECTION LINE
- SUBDIVISION LINE
- NEW PROPERTY LINE
- MEASURED DISTANCE
- PLATTED DISTANCE (W/CD)
- PLATTED DISTANCE (W/CD)
- PLATTED DISTANCE (W/CD)

LEGEND

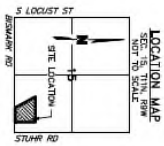
- POWER POLE
- CABLE BOX
- ELECTRIC BOX
- ELECTRIC METER
- TELEPHONE METER
- LIGHT POLE
- GUY WIRE
- WATER VALVE
- FIRE HYDRANT
- WATER MANHOLE

LEGEND

- BUILDING LINE
- STORM SEWER LINE
- WATER LINE
- OVERHEAD ELECTRIC
- SANITARY SEWER LINE



LEGAL DESCRIPTION
A PART OF ALL OF LOT 2, NIKODYM SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS CALCULATED AREA OF 3013.302 SQUARE FEET ON 13 SEPARATES MORE OR FEES.



lots and a landscaping business fronting onto Stuhr road. This property is vacant and was planned for recreational development when it was part of the Super Bowl complex though hay has been harvested from it for several years. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]

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

The area is zoned RD-Residential Development Zone. Apartment development at up to 42 dwelling units per acre is permitted within this zoning district. The developers are seeking to change the zoning to allow medium density residential with up to 14 units per acre. An application to rezone this property has been filed and will be considered by Council prior to approval of this plan. The property will be replatted with new streets as part of the development connecting Cherry Street and Bismark Road through the subdivision. 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 to build on the site within the constraints allowed by both the current and the proposed zoning districts. The R3 Medium Density residential zone allows for 1 dwelling unit for every 3000 square feet of lot space and up to 50% of the lot area can be covered with buildings. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Water and sanitary are available to support this development. The developer will be responsible for extension of water and sanitary sewer necessary to serve this site. Development and extension of this infrastructure is one of the primary challenges for this site.

Electric utilities will be extended throughout the site to support the proposed development.

No other city 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. The residential portions of this property is currently vacant without any residences and the commercial portion is owned and occupied by the developer that will be renovating the commercial space no relocation is contemplated or necessary. [§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]

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.

Acquisition of the property is included as TIF eligible expense at a cost of \$320,000. Grading, storm water management, utility connections and extensions and similar site improvements are estimated at \$2,041,000. Renovation and upgrades to the Super Bowl building and property \$1,360,000. Planning related expenses for Architecture, Engineering, Planning services of \$110,000. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$60,000 are included as TIF eligible expense. The total of eligible expenses for this project is \$3,891,000.

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 except the financing provided by the issuance of the TIF Indebtedness. The Authority will assist the project by granting the sum of \$3,831,000 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 according to the approved contract.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan. The property is vacant.

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. This will have the intended result of preventing recurring elements of blighted conditions including vacant and underutilized building sites.

8. Time Frame for Development

Development of this project is anticipated to be completed between April 2022 and December of 2032. The developers anticipate creating all of the lots in a single phase during the 2022 year and build out on those lots to occur within 4 to 10 years depending on market conditions. Excess valuation should be available for this project for 15 years on each phase of this project beginning with the 2023 tax year.

9. Justification of Project

This property was rezoned for residential use by Council in 2018 with a restriction that other than the 1 single family home built between this project and the Super Bowl building the property would need to come forward with a plan for development prior to any additional structures being permitted. This plan accommodates residential development and the extension of streets and utilities to support those residences and provides a buffer between the more intense apartment uses to the north and the single family uses on the south side of Bismark. The 2020 housing market study for the City of Grand Island shows a need of an additional 1400 housing units between 2020 and 2025. These 47 to 88 units at this location would help meet that goal and spread the housing developed around the city.

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 Redevelopment Project, including:

Project Sources and Uses. Approximately \$3,831,000 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 \$14,160,000 in private sector financing; a private investment of \$3.70 for every TIF and grant dollar investment.¹ See the Attached Source and Uses of Funds Chart

¹ This does not include any investment in personal property at this time.

Use of Funds. Description	Source of Funds		
	TIF Funds	Private Funds	Total
Site Acquisition	\$ 320,000		\$ 320,000
Building Costs		\$ 14,100,000	\$ 14,100,000
Renovation	\$ 1,360,000		
Demolition	\$ 500,000		
Sewer	\$ 360,000		\$ 360,000
Water	\$ 215,500		\$ 215,500
Electric			\$ -
Public Streets/Sidewalks	\$ 520,500		\$ 520,500
Site preparation/Dirt Work	\$ 220,000		\$ 220,000
Architecture/Engineering	\$ 110,000		\$ 110,000
Legal/TIF Contract	\$ 60,000		\$ 60,000
Other Site Improvements	\$ 165,000	\$ 60,000	\$ 225,000
			\$ -
Total	\$ 3,831,000	\$ 14,160,000	\$ 17,991,000

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2021, valuation of approximately \$136,655. Based on the 2021 levy this would result in a real property tax of approximately \$2,787. It is anticipated that the assessed value will increase by \$14,000,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$308,233 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for the period of the TIF contract or the 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:	\$ 136,655
Estimated value after completion	\$ 14,100,000
Increment value	\$ 14,000,000
Annual TIF generated (estimated)	\$ 308,233
TIF bond issue (Not to exceed)	\$ 3,831,000

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

The redevelopment project area currently has an estimated valuation of \$136,655. The proposed redevelopment will create additional valuation of \$14,000,000. Taxes will be shifted to support this project and the infrastructure and renovation that will result in the additional long term valuation as well as new housing in this part of the community. 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 negatively impacted by this development. The electric utility has sufficient capacity to support the development. This development, since it is housing, may have an impact on Grand Island Public Schools. At this point, the Grand Island public school system has taken a neutral stance on development not advocating for or against housing projects proposing to use TIF. This property is in the Dodge Elementary School area. Fire and police protection are available and should not be negatively impacted by this development though all new residences and development do have an incremental impact on fire and police.

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

This will have minimal impact on employers or employees within the redevelopment project area. Although it will increase housing choices in southeast Grand Island and may positively impact recruitment of employees for businesses located in this part of the community.

(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 project will not have a negative impact on other within the Grand Island area.

(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 the American Community Survey is 2.61 (new ACS data is not available and isn't expected until March of 2022). If 47 additional houses are built they would house 123 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 numbers 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 24 school age children generated by this development. As proposed in this development plan the maximum number of units created could be as many as 88 which would result in 230 people with an average of 44 school age children. If this develops as proposed with at a rate of 10 units per year up to 4.4 children would be added to the district for up to 9 years. These children will likely be spread over the full school age population from elementary to secondary school.

According to the National Center for Educational Statistics² 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 January 5, 2022 that the CRA would be considering this application at their January 12, 2022 meeting.

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

This project will provide needed housing in the Grand Island market and spread the housing to parts of the community other than northwest Grand Island.

Time Frame for Development

Development of this project is anticipated to be completed during between April of 2022 and December of 2032. The base tax year should be calculated on the value of the property as of January 1, 2022 or the year that an amendment to the contract is filed to claim additional improvements. Excess valuation should be available for this project for 15 years beginning in 2023 with taxes due in 2024 actual dates will be set based on the approved contract. 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 on any portion of the project. Based on the estimates of the expenses detailed above for creation of the 47 residential lots and rehabilitation of the Super Bowl property the developer will spend more than \$3,831,000 on TIF eligible expenses as part of this development.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Address:

Telephone No.: _____ Fax No.: _____

Email: _____

Contact:

Application Submission Date: _____

Brief Description of Applicant's Business:

into an event center and build a coffee shop cafe'

Legal Description/Address of Proposed Project

Community Redevelopment Area Number _____

Private Streets		\$ _____
Trails		\$ _____
Grading/Dirtwork/Fill		\$ _____
Demolition		\$ _____
Other	Concrete Block wall	\$ _____
Total		\$ _____

Soft Costs:

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

TOTAL \$ _____

Total Estimated Market Value at Completion: \$ _____

Source for Estimated Market Value _____

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:

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

Project Construction Schedule:

Construction Start Date:

Construction Completion Date:

If Phased Project:

_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete

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:

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

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:

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

Exhibit B

Base Value

\$ 250,000

Finished Value

\$ 14,100,000

Increment

\$ 13,850,000

Tax Entity	Bond	2019 Levy	2019 Base Taxes
City Levy		0.375504	\$939
	City Bond	0	\$0
CRA		0.022400	\$56
Hall County		0.390562	\$976
Rural Fire			\$0
	Fire Bond*		\$0
GIPS School		1.080000	\$2,700
	2nd Bond	0.032107	\$80
	4th Bond	0.033384	\$83
	5th Bond	0.129999	\$325
ESU 10		0.014138	\$35
CCC		0.095956	\$240
CPNRD		0.025761	\$64
Ag Society		0.002813	\$7
Airport		0.009512	\$24
	Airport Bond	0.021633	\$54
Total Combined		2.233769	\$5,584

Tax Entity	Bond	2019 Levy	2019 Taxes
City Levy		0.375504	\$52,007
	City Bond	0	\$0
CRA		0.022400	\$3,102
Hall County		0.390562	\$54,093
Rural Fire			\$0
	Fire Bond*		\$0
GIPS School		1.080000	\$149,580
	2nd Bond	0.032107	\$4,447
	4th Bond	0.033384	\$4,624
	5th Bond	0.129999	\$18,005
ESU 10		0.014138	\$1,958
CCC		0.095956	\$13,290
CPNRD		0.025761	\$3,568
Ag Society		0.002813	\$390
Airport		0.009512	\$1,317
	Airport Bond	0.021633	\$2,996
Total Combined		2.233769	\$309,377

SCOPE OF SERVICES November 4, 2021

PROJECT DESCRIPTION AND LOCATION

Project Location: Lot 2 Nikodym Third Subdivision,
Grand Island, Nebraska

Project Description: Preliminary and Final Plat for the 13 Acres of lot 2. Design of sanitary sewer, water main, and roadway extension into the proposed 13-acre subdivision. Construction phase services including materials testing for the site improvements.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 - SURVEY AND PLANNING SERVICES **\$21,600.00 [Lump Sum]**

Task 101 - Topographical Survey - \$3,700.00

- 1.1 Topographic survey to pick up existing site features missing on from the existing survey to include utility inverts, contours, finish floors and update of any site features.
- 1.2 Survey to be completed in Nebraska LDP coordinates, NAVD 88 Vertical.
- 1.3 Nebraska 811 will be contacted to locate all existing utilities on the project site.
- 1.4 Surveyors will visit the site and record all existing site features using GPS equipment.
- 1.5 Create a CAD drawing of the existing site, to be used for design of proposed site improvements.
- 1.6 Note, detailed survey of existing mini golf and track not included.

Task 102 - Preliminary Plat Design & Submittal - \$11,300.00

- 1.7 Develop residential lot layout for the future Nikodym Third Subdivision (~48 lots).
- 1.8 Prepare preliminary plat for Nikodym Third Subdivision, including lot, utility, and drainage plans.
- 1.9 Evaluate the site drainage for a 10-year storm event. Identify amount needed (if any) and location of storm water detention for the site.
- 1.10 Attend a subdivision committee meeting.
- 1.11 Address City review comments of the preliminary plat.

Task 103 - Final Plat Design & Submittal - \$2,800.00

- 1.12 Prepare Final Plat for Nikodym Third Subdivision (~48 lots).
- 1.13 Address City comments.
- 1.14 Submit re-zoning application along with plat.

Task 104 - Set Property Pins - \$3,800

- 1.15 Set property pins for new lots.

PHASE 200 - CIVIL DESIGN SERVICES

\$35,600.00 [Lump Sum]

Task 201 - Construction Plan Design

- 2.1 Develop sanitary sewer plan and profile drawings for approx. 1700 LF of sanitary main. Design the location of manholes and sanitary sewer services.
- 2.2 Submit sanitary sewer plans to the City of Grand Island and address review comments.
- 2.3 Submit sanitary sewer plans to NDEE and address review comments.
- 2.4 Develop water main plan and profile drawings for approx. 1700 LF of water main. Design location of valves, fittings, fire hydrants and water main services.
- 2.5 Submit water main plans to the City of Grand Island and address review comments.
- 2.6 Develop roadway plans for the proposed private drives. 1700 LF of paving.
- 2.7 Design roadway geometrics, joints, grades and construction details.
- 2.8 Develop proposed mass site grading plan.

PHASE 300 - CONSTRUCTION PHASE SERVICES [Time and Expense] \$37,600 (Estimated)

Task 301 - Bid Phase Services - \$1,900.00

- 3.1 Prepare Notice to Bidders and Issue Documents Develop drive plan and profile plans.
- 3.2 Answer Questions and Prepare Addenda, as necessary.
- 3.3 Review and Evaluate Bids.
- 3.4 Conformed copies of the contract documents, including all insurance and bond forms, will be prepared by Olsson.

Task 302 - Construction Administration - \$3,200.00

- 3.5 Olsson shall review shop drawings, and other data submitted by the Contractor to determine compliance with the project drawings and specifications.
- 3.6 Olsson shall be available to the Contractor as needed for project questions.
- 3.7 Olsson shall make revisions to the project drawings with any changes in the work authorized during construction and shall submit a set of record drawings to the Client and City indicating such changes upon completion of the Project.

Task 303 - Construction Observation - \$20,900.00

- 3.8 Olsson shall provide construction observation, construction testing, and special inspection services on a daily basis during the construction process. These services will be on a part time basis during an assumed construction timeframe. Since no schedule has been provided, Olsson Associates has made an assumption for the construction duration and is further outlined below:
 - 12 weeks of part time construction observation at 15 hours per week to complete the water main & sanitary sewer.
- 3.10 Olsson is to provide a Resident Project Representative (and any assistants). The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit "B", Duties, Responsibilities and Limitation of Authority of Resident Project Representatives.
- 3.11 Olsson will provide soil density testing and concrete testing on this Project. Testing frequencies have been estimated and are as listed below:
 - Soils Proctor: two (2) standard proctors of onsite material shall be obtained and processed in laboratory for backfill and subgrade base material.
 - Compaction Testing: 150 compaction tests have been estimated for, utility backfills and pavement subgrade material. Note, general site grading testing is excluded.
 - Concrete Testing: four (4) concrete tests have been estimated to be performed per

ASTM C-31 for roadway pavement sections.

Task 304 - Construction Survey - \$9,800

- 3.12 Olsson will perform construction staking services for the Client based on the plans prepared by Olsson. Fees are based on Six (6) round trips to the job site and Olsson will coordinate with the contractor for scheduling.
- One (1) trip to establish control points for grading
 - One (1) trip has been estimated for staking graded offset alignment at 50' intervals of the sanitary sewer main along with one offset stake for end of each service with grade. This does not include staking for dewatering wells.
 - One (1) trip has been estimated for staking graded offset alignment at 50' intervals of the water main along with one offset stake for the end of each service with grade.
 - One (1) trip has been estimated for staking graded offset alignment at 50' intervals for the storm sewer main and two (2) offset stakes with one graded for curb inlets.
 - Two (2) trips have been estimated for staking graded offsets at 25' intervals and at VPI for full width paving alignment and radius points of the paving. This is only for paving and does not include any subgrade staking. All items not mentioned above in the staking scope will be considered additional staking. This includes any and all re-staking that is requested from contractor or owner.

Task 305 - Project Closeout - \$1,800.00

- 3.13 When the Contractor completes the work in accordance with the terms of the contract documents, Olsson shall issue an opinion recommending acceptance to the Client and certify his approval of the Contractor's request for final payment.
- 3.14 Olsson shall make revisions to the project drawings with any changes in the work authorized during construction and shall submit a set of record drawings to the Client and City indicating such changes upon completion of the Project.

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- ALTA Survey
- Wetland Delineation and Permitting
- Environmental review, Phase 1
- Easements dedication after the final plat is approved
- Geotechnical Investigation
- City fees (review/platting/zoning)
- Project-related permitting outside of the scope of the proposal and fees.
- Items not specifically included in the Scope of Services above.

Compensation

Phase	Description	Fee Type	Fee
100	Survey and Planning Services	Lump Sum	\$21,600.00
200	Civil Design Services	Lump Sum	\$35,600.00
300	Construction Phase Services	Time and Expense*	\$37,600.00
Total Proposed Fees:			\$94,800.00

*Time and Expense fee is an estimated fee, based on an assumed construction schedule. Additional construction service fees may be incurred, should the actual construction schedule exceed the assumed schedule. Olsson will inform client if the actual construction schedule begins to impact our estimated fees.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client’s prior written approval.

G:\Grand Island\Admin\PROPOSAL\Nykodym\Scope of Services.doc

Olsson Billing Rate Schedule
2021 Labor Rates

<u>Description</u>	<u>Range</u>	
Principal	129.00	- 388.00
Project Manager	120.00	- 233.00
Project Professional	98.00	- 217.00
Assistant Professional	67.00	- 155.00
Designer	90.00	- 188.00
CAD Operator	54.00	- 119.00
Survey	52.00	- 166.00
Construction Services	43.00	- 233.00
Administrative/Clerical	41.00	- 159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

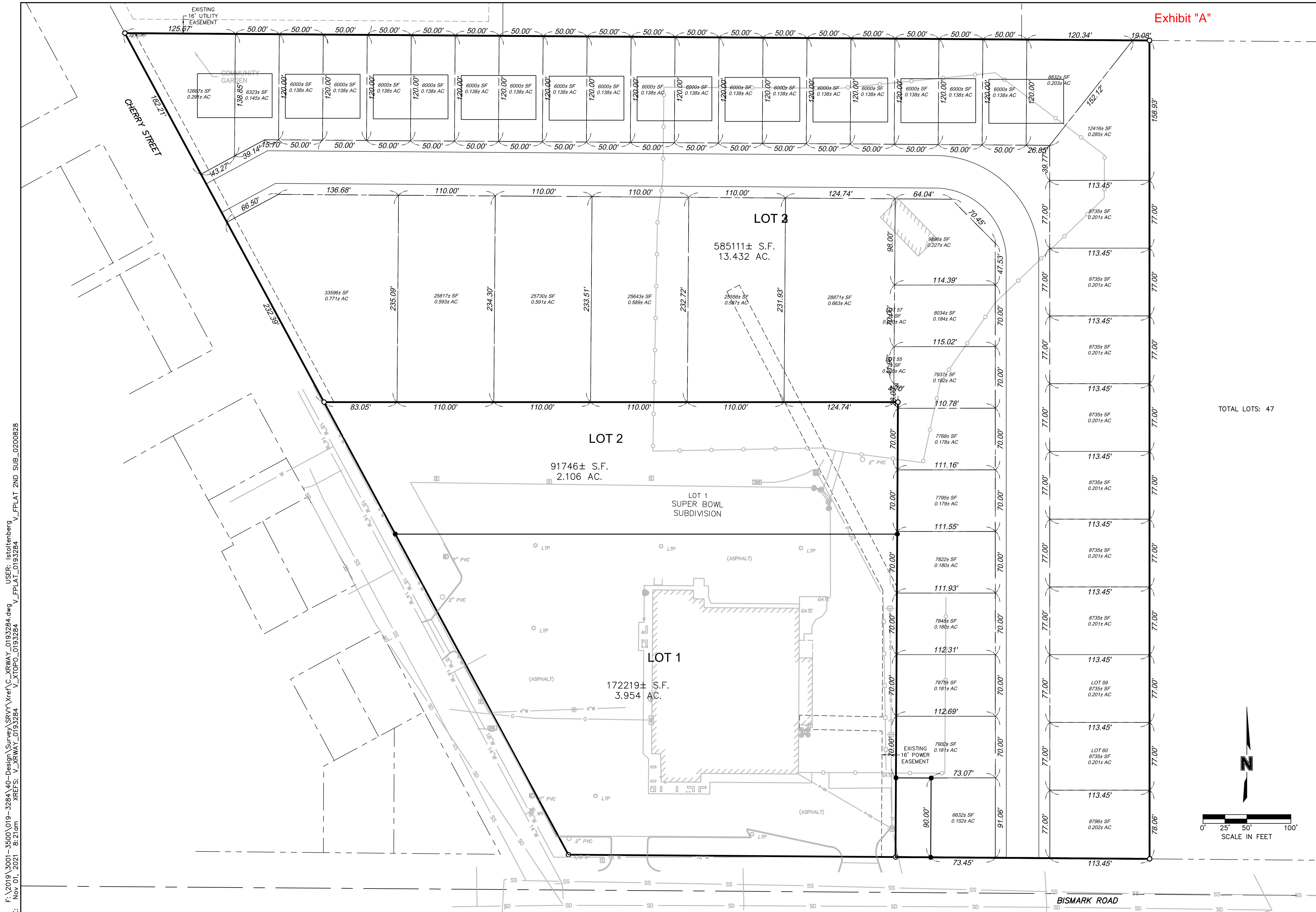
REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

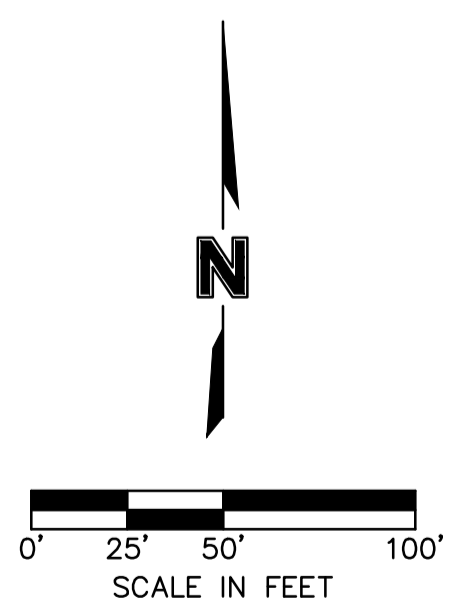
<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.56/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

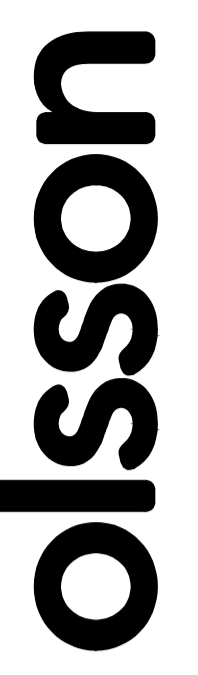
Exhibit "A"



TOTAL LOTS: 47



D:\2019\3001-3500\019-3284-40-Design\Survey\SRVY\Xref\C_XRWAY_0193284.dwg V_FPLAT 2ND SUB_0200828
 DATE: Nov 01, 2021 8:21am XREFS: V_XRWAY_0193284 V_FPLAT_0193284 USER: Istoltenberg



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

REV. NO.	DATE	REVISIONS DESCRIPTION

2021

NYKODYM SITE LAYOUT
 GRAND ISLAND, NEBRASKA
 SHEET
1

drawn by: _____
 checked by: _____
 approved by: _____
 QA/QC by: _____
 project no.: _____
 drawing no.: _____
 date: _____



COMMUNITY REDEVELOPMENT AUTHORITY

January 5, 2022

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 the Bartenbach Building in downtown Grand Island.

The application seeks \$3,831,000 in TIF assistance for the development of the up to 47 lots for single family and duplex units. The proposed plan would create 47 single family homes at a minimum and could accommodate as many as 82 duplex units (2 units on each of 41 lots) and 6 single family homes. The exact mix will be dependent on market conditions. The TIF will be used to support acquisition, site work, utilities and street and rehabilitation of the Superbowl property as a second phase. It is estimated that this project will be completed over a 10 year period beginning in 2022. The property is located north of Bismark Road and east of Cherry Street and includes the old Superbowl bowling alley at 1010 E Bismark.

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

- *CRA receives initial application, 4 p.m., January 12.*
- *Regional Planning Commission holds public hearing 6 p.m., February 2.*
- *CRA reviews Planning Commission recommendation, 4 p.m. February 9.*
- *Grand Island City Council holds public hearing and takes action, 7 p.m., February 22.*
- *CRA considers redevelopment contract, 4 p.m. on or after March 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. 377

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 12th day of January, 2022

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

By _____
Chairperson

ATTEST:

Secretary

Nikodym Area 1 JNIK, LLC

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

RESOLUTION NO. 378

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 JNIK, LLC (The "Developer") for redevelopment of the property located north of Bismark Road and east of Cherry Street including 1010 Bismark Road 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 1;

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 12th day of January, 2022.

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

By _____
Chairperson

ATTEST:

Secretary

Nikodym Area 1 JNIK, LLC

Exhibit 1

Legal Description:

Lot 1 Nikodym Subdivision and Lot 1, Nikodym Second Subdivision, City of Grand Island, Hall County, NE

Nikodym Area 1 JNIK, LLC



COMMUNITY REDEVELOPMENT AUTHORITY

January 5, 2022

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 the Bartenbach Building in downtown Grand Island.

The application seeks \$3,831,000 in TIF assistance for the development of the up to 47 lots for single family and duplex units. The proposed plan would create 47 single family homes at a minimum and could accommodate as many as 82 duplex units (2 units on each of 41 lots) and 6 single family homes. The exact mix will be dependent on market conditions. The TIF will be used to support acquisition, site work, utilities and street and rehabilitation of the Superbowl property as a second phase. It is estimated that this project will be completed over a 10 year period beginning in 2022. The property is located north of Bismark Road and east of Cherry Street and includes the old Superbowl bowling alley at 1010 E Bismark.

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

- *CRA receives initial application, 4 p.m., January 12.*
- *Regional Planning Commission holds public hearing 6 p.m., February 2.*
- *CRA reviews Planning Commission recommendation, 4 p.m. February 9.*
- *Grand Island City Council holds public hearing and takes action, 7 p.m., February 22.*
- *CRA considers redevelopment contract, 4 p.m. on or after March 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. 377

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

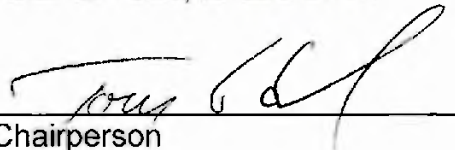
WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

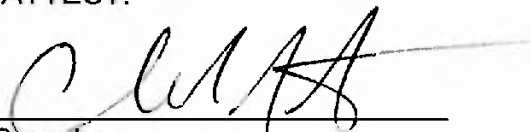
The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 12th day of January, 2022

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

By 
Chairperson

ATTEST:


Secretary

Nikodym Area 1 JNIK, LLC

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND,
NEBRASKA

RESOLUTION NO. 378

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 JNIK, LLC (The "Developer") for redevelopment of the property located north of Bismark Road and east of Cherry Street including 1010 Bismark Road 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 1;

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 12th day of January, 2022.

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

By 
Chairperson

ATTEST:


Secretary

Nikodym Area 1 JNIK, LLC

Exhibit 1

Legal Description:

Lot 1 Nikodym Subdivision and Lot 1, Nikodym Second Subdivision, City of Grand Island, Hall County, NE

Nikodym Area 1 JNIK, LLC

Resolution Number 2022-07

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO A REDEVELOPMENT PLAN IN 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 **amendment of the Redevelopment Plan for CRA Area 1 requested by JNIK, LLC** 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 held a public hearing on the proposed plan on February 2, 2022, and

WHEREAS, the chair or president of Hall County Board, Grand Island School Board, Central Platte Natural Resources District, Educational Service Unit #10 and Central Community College were notified by certified mail of said hearing, and

WHEREAS, the Commission advertised the time, date and location public hearing in the Grand Island Independent on Friday January 11th and Friday January 18th, and

WHEREAS, there are no Neighborhood Associations registered with the City of Grand Island, 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 finding that it is in conformance with the comprehensive development plan (general plan for development) for the City of Grand Island.

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: February 2, 2022

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

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

RESOLUTION NO. 380

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 JNIK LLC. (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.

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 acquisition of property, preparation for redevelopment including site work, onsite utilities, renovation 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 \$5,800,000 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 9th day of February 2022.

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

ATTEST:

By: 

Chair

By: 

Secretary

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Lot 1 Nikodym Subdivision and Lot 1, Nikodym Second Subdivision, City of Grand Island, Hall County, NE.



* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Nikodym Area 1 Super Bowl JNIK LLC Page 4



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item E-2

Public Hearing on Request from Mid Nebraska Land Developers, LLC for a Conditional Use Permit to Stock Pile Concrete/Asphalt for Crushing Purposes located East of S. Blaine Street and North of W. Schimmer Drive

Council action will take place under Requests and Referrals item H-1.

Staff Contact: Craig Lewis

Council Agenda Memo

From : Craig A. Lewis, Building Department Director

Meeting: February 22, 2022

Subject: Public Hearing on Request of Mid Nebraska Land Developers LLC for a Conditional Use Permit to allow for a temporary use to stockpile concrete, asphalt, and dirt, and crush the product for use in road projects. The proposed site would be the south east 4 acres of the 40 acre tract at 1922 W. Schimmer Drive

Presenter Craig Lewis, Building Department Director

Background

This request is for Council approval to allow for a two year temporary use at the above referenced address. A conditional use permit is required as the current zoning classification TA (transitional agricultural) does not allow for this type of use as a permitted principal use. The zoning classification sections 36-60 does list as a permitted conditional use, commercial mines, quarries, sand and gravel pits and accessory uses. Section 36-89 also authorizes temporary uses for periods not to exceed two years in undeveloped areas. Conditional uses in the zoning code must be approved or denied by the City Council in the form of a conditional use permit after a finding that the proposed use will or will not comply with the purposes as identified in the Code.

Section 36-2 of the Grand Island Zoning Code, Purposes: This chapter has been made in accordance with a comprehensive plan and to promote the health, safety, and general welfare of the community; to lessen congestion in streets; to secure safety from fire and other dangers; to provide adequate light and air; to promote the distribution of population, land classifications and land development to support provisions for adequate transportation, water flows, water supply, drainage, sanitation, recreation, and other public requirements; to protect property against blight and depreciation; and to secure economy in government expenditures.

Discussion:

This request and the proposed operation appears similar to sand and gravel operations. As residential development continues to expand and the uses become closer neighbors, conditions need to be implemented to assure compatible and harmonious existence for both uses.

City administration has developed the following restrictions, or conditions which appear appropriate to impose upon these operations.

- 1). USE:** The proposed uses are limited to those listed in the application, storage, stocking piling, crushing, distribution, and sales, both wholesale and retail of crushed concrete and asphalt. Retail sale may also include the sale of black dirt, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants. Neither of these operations have been requested in this application.
- 2). CLOSURE:** The applicant proposes use of the property after the closing of the storage and crushing operation as sand and gravel pumping for approximately 5 years to create a lake which will require additional approvals and then residential development.
- 3). PRIMARY CONDITIONS:**
 - (a).** The permit shall be granted for a period not to exceed 2 years with the possibility of renewal for an additional time at the end of the 2 year period.
 - (b).** Storage of product shall not be allowed within 20 feet of any public road right of way.
 - (c).** Crushing and other activities (including lighting) at the site shall be limited to daylight hours (15) minutes before sunrise and (15) minutes after sunset Mondays through Saturdays. No crushing or other processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise.
 - (d).** Any internal combustion crushing motors utilized shall be equipped with a functioning “hospital grade muffler” designed to reduce exhaust noise by 32 to 40 decibels.
 - (e).** Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within any easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code, nor shall the existing grade elevations be altered.
 - (f).** All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.
 - (g).** No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.
 - (h).** Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.
 - (i).** Applicant shall maintain any and all drainage ditches that may be located upon the real property.
 - (j).** Applicant shall not permit the hauling of material from the premises and over and across any public highway or road unless said material is complete dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.
 - (k).** All water accumulated upon the premises by virtue of such operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.
 - (l).** Applicant shall begin the operation within a period of 6 months from the issuance of this permit or if the applicant fail to begin operations within the 6 months the permit shall

be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 6 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

It appears that this application and proposal will meet or exceed the established conditions as the proposed.

ALTERNATIVES:

It appears the Council has the following alternatives concerning the issue:

1. Approve the request with the proposed conditions, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and findings of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

RECOMMENDATION:

Approve the request with the identified setbacks, and conditions presented by City Administration, finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

SAMPLE MOTION:

Move to approve the conditional use as proposed in the application and including the conditions identified by the City Administration, published in the Council packet and presented at the Council meeting and finding that the applications conforms with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
 Planning, Public Works

1. The specific use/construction requested is: Stock Pile Concrete/Asphalt for Crushing Purposes.
2. The owner(s) of the described property is/are: Mid Nebraska Land Developers, LLC
3. The legal description of the property is: Township Eleven N North Range Nine West of the 6th P.M., Hall County Nebraska Section 33 SW 1/4 S W 1/4
4. The address of the property is: _____
5. The zoning classification of the property is: T/A Transitional Ag
6. Existing improvements on the property is: None
7. The duration of the proposed use is: 2 years
8. Plans for construction of permanent facility is: No Plans For Permanent Facility
9. The character of the immediate neighborhood is: Ag/Commercial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: We would like to be able to stock pile concrete asphalt and dirt from the North Road, Capital Ave and Husker Hwy street projects and then bring in a crusher and crush the product for future use on the road project.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

02/09/2022 Date
402-694-2318 Phone Number
Mid Nebraska Land Developers, LLC Owners(s)
1600 E 11th Road Address
Aurora City NE State 68818 Zip
Attn. Dan Most

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.

Untitled Map

Write a description for your map.

Grand Island, Nebr

Grand Island Mini Storage

Spring St

Hendrix Genetics

Cobalt Dr

W Schimmer Dr

EXISTING
DIVIDE
Cluster
SPT +
SPT +
SPT +

Legend

- Feature 1
- Railroad Town, Nebr

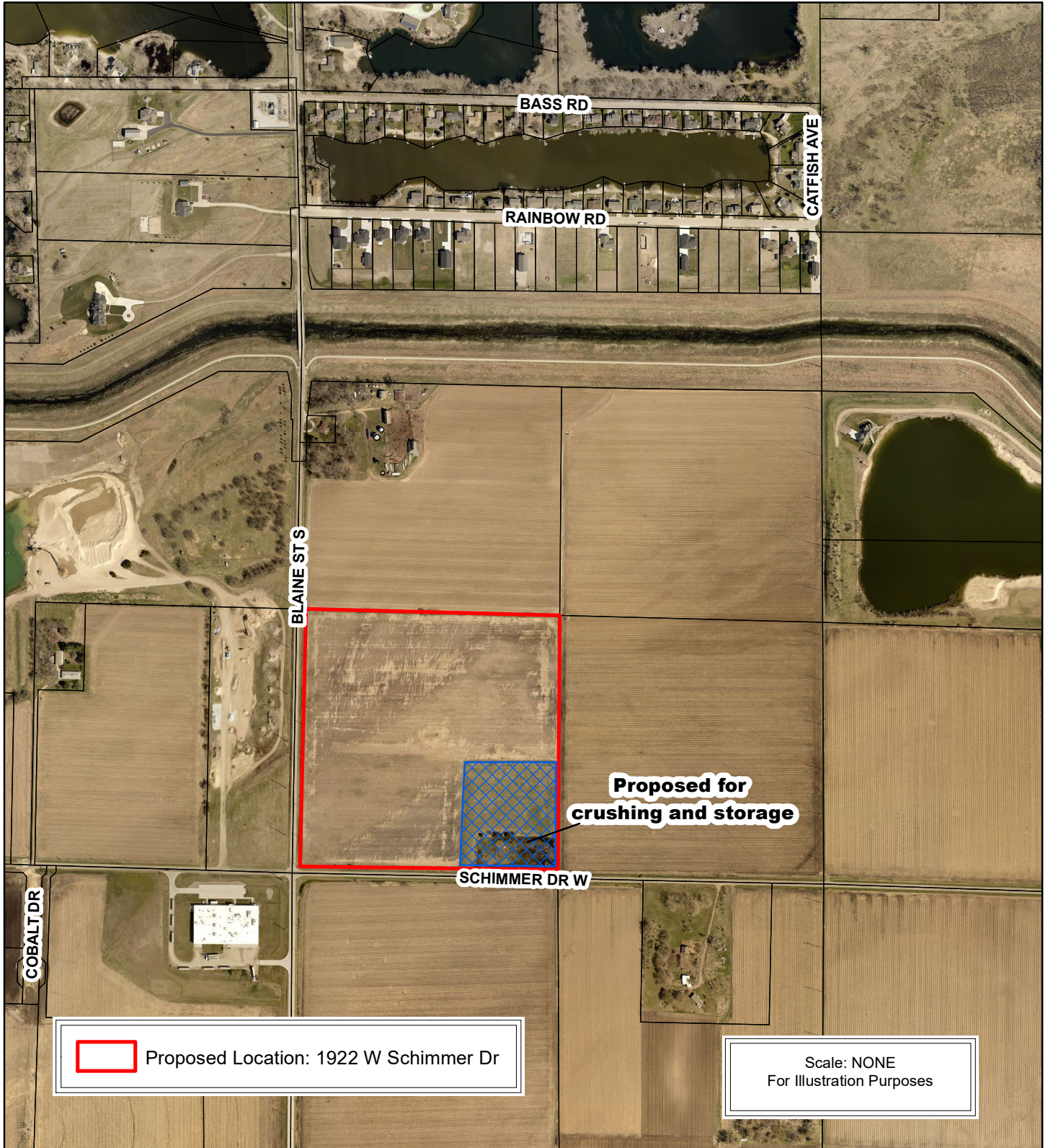
Google Earth

1000 ft



Conditional Use Permit Application: 1922 W Schimmer Dr

Conditions to allow for Sand & Gravel Operation



Conditional Use Permit Applicant: Mid Nebraska Land Developers LLC
Presenter: Craig Lewis, Building Department Director
Grand Island City Council: February 22, 2022



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-1

Approving Minutes of February 8, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
February 8, 2022

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 February 8, 2022. Notice of the meeting was given in *The Grand Island Independent* on February 2, 2022.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Mitch Nickerson, Maggie Mendoza and Chuck Haase. Councilmembers Mike Paulick and Justin Scott 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 Jeremy Reagen, Solid Rock Baptist Church, 3221 West 13th Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Steele introduced Community Youth Council member Haley Weimers.

PRESENTATION:

Presentation of the 2020-2021 Annual Library Report. Library Director Celine Swan gave the Annual Library Report for 2020-2021.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 802 Bronze Rd (Willis Storage, LLC). Utilities Director Tim Luchsinger reported that a utility easement was needed at 802 Bronze Road in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Willis Storage, LLC had requested a new electrical service for their new building located at 802 Bronze Road. The proposed easement would allow the Department to install, access, operate, and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

ORDINANCE:

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

#9873 - Consideration of Vacation of Public Utility Easement in JNW Second Subdivision; 1709 South Eddy Street (Edwards Building Corp.)

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 ordinances 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.

Deputy Public Works Director Keith Kurz reported that public easements were dedicated with the original plat of JNW Second Subdivision. The current owner of the property had worked with the Planning Department through an Administrative plat to combine Lots 1 and 2 of JNW Second Subdivision into Lot 1 of Nebraska Wash Subdivision. The replat allowed for construction of a new building and vacation of said easement.

Motion by Stelk, second by Guzinski to approve Ordinance #9873.

City Clerk: Ordinance #9873 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 #9873 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 #9873 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Guzinski, second by Stelk to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of January 25, 2022 City Council Regular Meeting.

Approving Appointments of Brad Laub, Scott Kuehl, Phil Thomas, Tony Nissen, and Finance Director Patrick Brown to the Firefighters Pension Committee.

Approving Appointments of Rick Ehlers, Justin Roehrich, Jim Duering, Chris Marcello, and Finance Director Patrick Brown to the Police Pension Committee.

Approving Appointment of Nathan Wieland to the South Locust Business Improvement District Board.

#2022-33 - Approving Acquisition of Utility Easement - 802 Bronze Rd (Willis Storage, LLC).

#2022-34 - Approving Bid Award for Burdick Gas Turbine 3 Lube Oil Replacement with Allied Oil & Supply, Inc. of Omaha, Nebraska in an Amount of \$172,303.15.

#2022-35 - Approving Bid Award for Circuit Breaker Replacement for Low Voltage Switchgear with Graybar Electric Company, Inc. of Lincoln, Nebraska in an Amount of \$128,781.60.

#2022-36 - Approving Purchase of One (1) 2022 ½ Ton, Four-Wheel Drive Pick-up for the Streets Division of the Public Works Department from National Auto Fleet Group of Watsonville, California in an Amount of \$37,888.72.

#2022-37 - Approving Amendment No. 3 to Engineering Consulting Agreement for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 with Olsson, Inc. of Grand Island, Nebraska for an Increase of \$176,530.00 and a Revised Contract Amount of \$347,430.00.

#2022-38- Approving Amendment No. 2 to Engineering Consulting Agreement for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 with Olsson, Inc. of Grand Island, Nebraska for an Increase of \$133,200.00 and a Revised Contract Amount of \$268,340.00.

PAYMENT OF CLAIMS:

Motion by Minton, second by Conley to approve the payment of claims for the period of January 26, 2022 through February 8, 2022 for a total amount of \$3,210,527.38. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:24 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-2

Receipt of Official Document – Tort Claim filed by Lumen Technologies

Staff Contact: Stacy Nonhof, Interim City Attorney

Council Agenda Memo

From: Stacy Nonhof, Interim City Attorney

Meeting: February 22, 2022

Subject: Receipt of Official Document – Tort Claim filed by Lumen Technologies

Presenter(s): Stacy Nonhof, Interim City Attorney

Background

The City of Grand Island has received a Notice of Tort Claim from Lumen Technologies alleging Lumen's buried cable was damaged during electric excavation with a backhoe by the City of Grand Island. These damages were discovered or repaired on or about January 18, 2022 at the location of 3628 South Locust Street.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Lumen Technologies is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Grand Island, a written notice of the claim must be filed with the City Clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Grand Island has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Attorney's office, and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask that comments be carefully considered so that the legal rights of all parties are preserved.

Discussion

This is not an item for council action other than to simply acknowledge that the claim has been received.

Recommendation

City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

Sample Motion

Move to approve acknowledgement of the tort Claim filed by Lumen Technologies.



P.O. Box 27070, Minneapolis, Minnesota 55427-0070
3300 Fernbrook Lane N, Ste. 225, Plymouth, MN 55447
800-279-2567 ~ 763-519-2710 ~ Fax 763-744-1480

01/31/2022

City of Grand Island
Attn: Risk Management
P.O. Box 1968
Grand Island, NE 68802-1968



Dear: City of Grand Island

JNR Adjustment Company, Inc. is a third party claims administrator for Lumen Technologies, which has assigned our firm to investigate and resolve claims for damages to Lumen Technologies facilities.

This letter should serve as notice of tort claim filing with City of Grand Island. If additional information is required to affect official notice of claim, please respond to include any necessary forms, or specific procedure mandated by statute.

Once available, further information along with a demand for property damage will be provided. Lumen's buried cable was damaged during electric excavation with a backhoe by the City of Grand Island. These damages were discovered or repaired on or about 01/18/2022 at the location of 3628 S Locust St in Grand Island, NE.

If you have any questions send an email to the address below or call 800-279-2567 ext. 2481. Please include our reference number **1MN82945** when responding to this letter. We apologize for the limited information and appreciate your patience.

Thank you,

A handwritten signature in blue ink that reads 'Hailey Sosa'.

Public Relations
JNR Adjustment Co.
PO Box 27070
Minneapolis, MN 55427
Fax: 763-744-1480
Hailey.sosa@jnrcollects.com



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-3

#2022-39 - Approving Memorandum of Understanding with Hall Co. Historical Society for Stolley House - Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Park and Recreation Director
Meeting: February 22, 2022
Subject: Stolley House Memorandum of Understanding
Presenter(s): Todd McCoy, Park and Recreation Director

Background

The Stolley House has been managed under a Memorandum of Understanding (MOU) with the Hall County Historical Society for the past 20 years. The current MOU is set to expire and a new MOU is being recommended.

Discussion

The proposed MOU is a continuation of the previous MOU. The agreement allows the Historical Society to utilize the building, defines the expectations for maintenance and upkeep, and defines the expected payment amounts for rent and utilities.

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 MOU for the management and maintenance of the Stolley House.

Sample Motion

Move to approve the MOU.

MEMORANDUM OF UNDERSTANDING
Preservation and occupancy of Stolley House

THIS MEMORANDUM OF UNDERSTANDING (MOU) is approved and executed on this _____ day of _____, 2022 by the City of Grand Island, Nebraska, a Municipal Corporation (City) and the Hall County Historical Society (Society).

1. **PROJECT DESCRIPTION.** The purpose of the MOU is to generally state the terms, conditions and commitments of the respective parties in considering the possible renovation, repair and occupancy of the historic Stolley House, located in Stolley Park, including the interior and exterior renovation and maintenance of the building and grounds. The log cabin may be used jointly by the City parks department and the Society for storage. Attached as Exhibit A building and grounds aerial view.

2. **RENT.** Society agrees to rent the Stolley House for ten (10) years, 2022 through 2032, the rent shall be the sum of Ten Dollars (\$10.00) for the term of this agreement, which shall be due and payable on February 28, 2022. After the primary term of this lease it shall renew automatically on an annual basis. This lease may be terminated by either of the parties hereto upon sixty (60) days written notice. Society will not sublet the premises without the consent of the City, and then, only for single day events. The following restrictions apply to subletting the premises for single day events: 1. Must be non-profit social or civic group functions limited to 30 persons or less. 2. Functions serving meals shall be limited to twice monthly with a maximum of 20 persons or less. 3. For life safety concerns, no meeting or dining events shall be allowed on the second floor and at no time shall any exterior doors be blocked or exiting restricted.

3. **MAINTENANCE AND REPAIR.** The Society shall furnish and maintain the interior of the house in a condition that resembles the building's appearance as originally constructed wherever possible. The City Parks and Recreation Director, or designee, shall be consulted about maintenance and renovation done to the premises by the Society. The City shall be consulted and approve any repair, maintenance or renovation of the structure and/or grounds. The City shall do all grounds maintenance, including mowing and gardening, which shall be comparable to standard park operations at any time, but excluding repair and renovation which shall be handled by the financing provided in paragraph number 6 below.

4. **INSURANCE.** The City shall be responsible for insuring the house. The Society shall be responsible for insuring the contents.

5. **UTILITIES.** The Society shall be responsible for an annual payment of one thousand dollars (\$1,000.00) for utility costs, which will be due on January 31 of each year.

6. **FINANCING.** Four Nebraska State Historical Society Foundation funds have been established to provide funds for the repair, maintenance, and renovations of the Stolley House and campus, The Grace Carmody Fund for the William Stolley House, The Lillian F. Lappe Fund for the William Stolley House, The Richard Stolley Palmer fund for the William Stolley House, and the Stolley House-Hall County Historical society fund, and the funds from each

respective fund shall be utilized in accordance with the parameters of each fund for the repair, maintenance, and renovations.

7. **ENTIRE AGREEMENT.** The parties acknowledge and agree that this MOU constitutes the entire agreement between the parties, notwithstanding any other written or verbal agreements, communications or documents to the contrary.

8. **CHOICE OF LAWS.** This MOU shall be governed by the laws of the United States and the State of Nebraska and the ordinances of the City of Grand Island.

9. **WARRANTIES AND REPRESENTATIONS.** The parties acknowledge and agree that the City and Society have not made any warranties or representations concerning this property located in Stolley Park, Grand Island, Hall County, Nebraska; and that neither party has acted in reliance upon any alleged warranty or representations by the other party. Irrespective of any such warranty or representations, the respective parties acknowledge and agree that each may rely only upon such information as is developed and verified by the relying party.

10. **NOTICES.** All notices issued in furtherance of this MOU shall be in writing and sent to the other party by first class, U.S. mail, postage prepaid, to the following addresses:

City of Grand Island
Attn: Todd McCoy, Parks & Recreation Director
P.O. Box 1968
Grand Island, NE 68802-1968

Hall County Historical Society
P.O. Box 1683
Grand Island, NE 68802

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Roger G. Steele, Mayor

Approved as to form by City Attorney _____
Approved by Resolution 2022 - _____

HALL COUNTY HISTORICAL SOCIETY,

By: 

President – Fred Roeser

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Roger G. Steele, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 15th day of February, 2022, by Fred Roester, on behalf of the Hall County Historical Society.



Susan B. Tynan

Notary Public



Exhibit "A"

RESOLUTION 2022-39

WHEREAS, for the past twenty years, the City of Grand Island has been working with the Hall County Historical Society to renovate, repair and occupy the historic Stolley House and campus located in Stolley Park; and

WHEREAS, it is recommended that the terms, conditions, and responsibilities of each party be set out in a Memorandum of Understanding in order to continue with the renovation, repair and occupancy of such buildings and campus; and

WHEREAS, a proposed Memorandum of Understanding has been prepared; and

WHEREAS, it is recommended that such Memorandum of Understanding be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding by and between the City and the Hall County Historical Society for the renovation, repair and occupancy of the historic Stolley House and campus including the interior and exterior renovation and maintenance of the buildings and grounds is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

Approved as to Form	☒ _____
February 17, 2022	☒ City Attorney



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-4

#2022-40 - Approving Change Order #1 to Lacy Construction for Reconstruction of Rifle/Pistol Baffles at the Heartland Public Shooting Park - Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: February 22, 2022

Subject: Approving Change Order No. 1 - Heartland Public Shooting Park Rifle/Pistol Baffle System Project

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 January of 2022 City Council approved Resolution 2022-14 and bid award to Lacy Construction to reconstruct the baffle system in the amount of \$923,175.00.

Discussion

The following three changes to the contract have been requested.

1. Increase of wood prices from the bid submittal date to award date. Documentation reviewed and approved by City Purchasing Agent.
Increase \$37,649.00
2. Credit for sales tax included in bid.
Decrease (\$38,185.00)
3. Footings depths at brow extensions on all ranges changed from 12” to 36” to handle increased wind and snow load.
Increase \$9,357.60

The total increase to the existing contract from Change Order No. 1 is \$8,821.60.

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 HPSP Baffle Project Change Order No. 1 in the amount of \$8,821.60. Doing so will increase the total amount of the contract with Lacy Construction to \$931,996.60.

Sample Motion

Move to approve Change Order No. 1 to Lacy Construction.



Working Together for a Better Tomorrow, Today.

CHANGE ORDER #1

TO: Lacy Construction
PO Box 188
Grand Island, NE 68802

PROJECT: Reconstruction of Rifle/Pistol Baffles at the Heartland Public Shooting Park

You are hereby directed to make the following change in your contract.

- 1. Change directive #1 - Increase in wood prices from the bid submittal date to the award date. increase \$37,649.00
2. Change directive #1 - Credit issued for sales tax that was original included in the bid. decrease (\$38,185.00)
3. Change directive #2 - Footings depths at brow extensions on all ranges have been changed from 12 inches to 36 inches. increase \$ 9,357.60

Table with 2 columns: Description and Amount. Rows include: The original Contract Sum (\$ 923,175.00), Previous Change Order Amount (\$ 0.00), The Contract Sum is increased by this Change Order (\$ 8,821.60), The total modified Contract Sum to date (\$ 931,996.60).

The Contract Time is unchanged.

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

APPROVED: CITY OF GRAND ISLAND

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: Lacy Construction

By [Signature] AKSHAY CHAVAN Date 2/10/2022

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488

RESOLUTION 2022-40

WHEREAS, on January 11, 2022 by Resolution 2022-14, the City Council of the City of Grand Island awarded Lacy Construction Co. of Grand Island, Nebraska, the bid in the amount of \$923,175.00, for the re-construction of Rifle/Pistol Baffles at the Heartland Public Shooting Park; and

WHEREAS, the footings depths at the brow extensions on all ranges need to be changed from 12 inches to 36 inches, an increase in wood prices from bid submittal date to award date and a sales tax credit due to sales tax being included in the bid; and

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

WHEREAS, such modifications will be funded through the Food and Beverage Tax; and

WHEREAS, the result of such modifications will increase the contract amount by \$8,821.60 for a revised contract price of \$931,996.60.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Lacy Construction Co. of Grand Island, Nebraska to provide the modifications set out as follows:

- | | | |
|--|----------|---------------|
| 1. Change directive #1 – Increase in wood prices from the bid submittal date to the award date. | increase | \$37,649.00 |
| 2. Change directive #1 - Credit issued for sales tax that was original included in the bid. | decrease | (\$38,185.00) |
| 3. Change directive #2 – Footings depths at brow extensions on all ranges have been changed from 12 inches to 36 inches. | increase | \$ 9,357.60 |

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

Approved as to Form ☐ _____
February 17, 2022 ☐ City Attorney



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-5

#2022-41 - Approving Bid Award - 3rd Street Parking Lot Improvements

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: February 22, 2022

Subject: 3RD Street Building Parking Lot Improvements

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

A garage was added to the City Utility building at 315 N. Jefferson in 2017. At that time, an area of paved parking adjacent to the Northeast garage entrance was removed for construction purposes and left unpaved. This area is currently surfaced with crushed concrete and has caused issues with maintenance and tracking of debris into the garage. The work included in this Contract would fill in the last unpaved area of parking lot onsite.

Discussion

Specifications for the 3rd Street Parking Lot Improvements were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on February 11, 2022. The engineer's estimate for this project was \$50,000. Three (3) acceptable bids were received at City Hall.

<u>Bidder</u>	<u>Bid Price</u>
Hull Concrete Designs LLC Fairbury, Nebraska	\$39,487.00
FDR Construction, LLC Grand Island, Nebraska	\$45,680.00
The Diamond Engineering Co. Grand Island, Nebraska	\$48,844.36

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 Council award the Contract for the 3rd Street Parking Lot Improvements to Hull Concrete Designs LLC, of Fairbury, Nebraska, as the low responsive bidder, with the bid in the amount of \$39,487.00.

Sample Motion

Move to approve the bid in the amount of \$39,487.00 from Hull Concrete Designs LLC for the 3rd Street Parking Lot Improvements.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 10, 2022 at 2:00 p.m.
FOR: 3rd Street Parking Lot Improvements
DEPARTMENT: Utilities
ESTIMATE: \$50,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: January 31, 2022
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>FDR Construction, LLC</u> Grand Island, NE	<u>The Diamond Engineering Co.</u> Grand Island, NE
Exceptions:	None	None
Bid Price:		
Sales Tax:	\$	\$ 1,816.61
Materials:	\$	\$24,221.42
Labor:	\$ _____	\$22,806.33
Total Bid:	\$45,680.00	\$48,844.36

Bidder:	<u>Hull Concrete Designs LLC</u> Fairbury, NE
Exceptions:	Noted
Bid Price:	
Sales Tax:	\$
Materials:	\$
Labor:	\$
Total Bid:	\$39,487.00

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

Angela Sculte, Utilities Secretary
Patrick Brown, Finance Director
Ryan Schmitz, Asst. Utility Director

P2347

RESOLUTION 2022-41

WHEREAS, the City of Grand Island invited sealed bids for 3rd Street Building Parking Lot Improvements, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 11, 2022, bids were received, opened and reviewed; and

WHEREAS, Hull Concrete Designs LLC, of Fairbury, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$39,487.00; and

WHEREAS, the bid of Hull Concrete Designs LLC, is less than the estimate for 3rd Street Building Parking Lot Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hull Concrete Designs LLC, in the amount of \$39,487.00 for 3rd Street Building Parking Lot Improvements, is approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

Approved as to Form	☒ _____
February 17, 2022	☒ City Attorney



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-6

#2022-42 - Approving Purchase of Sanitary Sewer Collection System Flow Meters for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: February 22, 2022

Subject: Approving Purchase of Sanitary Sewer Collection System Flow Meters for the Wastewater Division of the Public Works Department

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

Background

The Grand Island Sanitary Sewer Collection System currently has ten (10) flow monitoring sites installed to date. The flow monitoring sites measure important parameters of the sanitary sewer flow including velocity and flow height. Once collected, this information is stored in a database, allowing it to be accessed by city staff and consultants to analyze diurnal flow patterns within the collection system, predicting future capacity, calculate peaking factors, and other factors vital to the design of the city's wastewater collection and treatment infrastructure.

Discussion

Wastewater Division staff would like to add two (2) flow meter sites in the southwest Grand Island area, near the intersection of Highway 281 and Husker Highway (Hwy 34). This site was selected because it lays at the convergence of two tributary sewer mains just upstream of Lift Station No. 28, allowing us to collect flow data from our westerly residential sewer sheds from the southerly interstate growth areas.

After consideration of several sanitary sewer flow meters currently available on the market, including observation in the field, the Wastewater Division staff selected the Teledyne Isco Signature Flow Meter. The Teledyne Isco Signature flow meter, manufactured by GPM Environmental Solutions, LLC of Blair, Nebraska, is considered one of the best flow meters available today and appears on the Minnesota State bid list (Contract No. E-88(5)), of which the City of Grand Island is a member. The cost for each flow meter is \$18,534.00 (including hardware for installation), with an additional cost of \$16,626.50 for accessories to support use of the meters and \$1,275.00 in shipping fees; the aforementioned Coop Discount saves the City (\$1,979.83). Altogether, the grand total for the two (2) requested flow meters is \$52,989.67. A detailed quote is attached for further review.

Account No. 53030055-85213-53052 contains sufficient funds for this purchase.

Alternatives

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

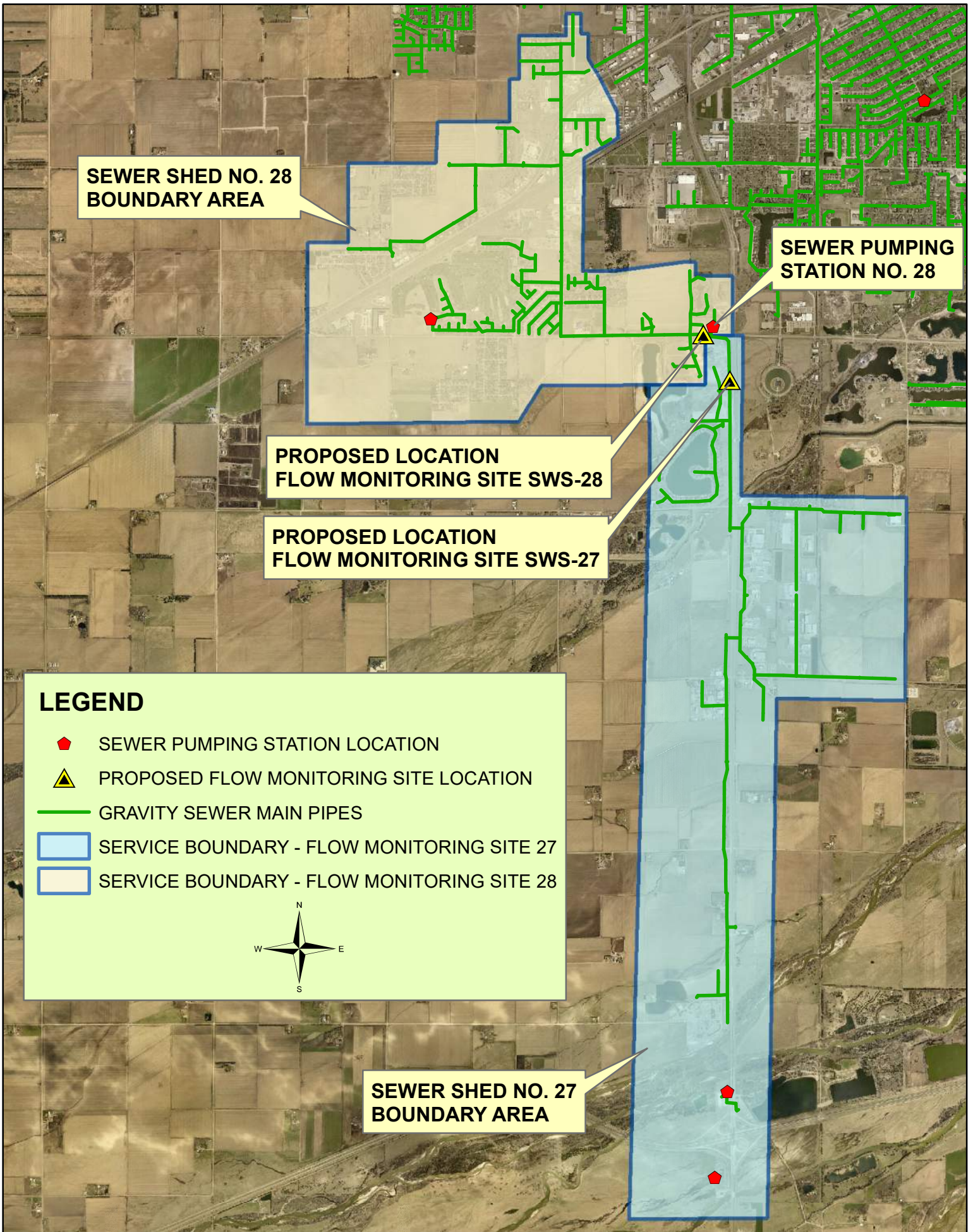
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the flow meter purchase from GPM Environmental Solutions, LLC of Blair, Nebraska in the amount of \$52,989.67.

Sample Motion

Move to approve the resolution.



RESOLUTION 2022-42

WHEREAS, the Grand Island Sanitary Sewer Collection System currently has ten (10) flow monitoring sites installed to date; and

WHEREAS, the flow monitoring sites measure important parameters of the sanitary sewer flow including velocity and flow height; and

WHEREAS, Wastewater Division staff would like to add two (2) flow meter sites in the southwest Grand Island area, near the intersection of Highway 281 and Husker Highway (Hwy 34); and

WHEREAS, this site was selected because it lays at the convergence of two tributary sewer mains just upstream of Lift Station No. 28, allowing us to collect flow data from our westerly residential sewer sheds from the southerly interstate growth areas; and

WHEREAS, the two (2) flow meters can be purchased through the Minnesota State bid list, which Grand Island is a member of; and

WHEREAS, the cost of such meters, including installation and shipping, is \$26,494.84 each, for a total of \$52,989.67.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of two (2) flow meters from GPM Environmental Solutions, LLC of Blair, Nebraska in the total amount of \$52,989.67, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

Approved as to Form ✕ _____
February 17, 2022 ✕ City Attorney



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-7

#2022-43 - Approving Temporary Construction Easements for Various Locations Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: February 22, 2022

Subject: Approving Temporary Construction Easements for Various Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1

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

Background

The Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection will plan, design, and build projects to improve drainage.

One project is improving drainage along Brookline Drive. City staff have looked at several options, but constructing a concrete curb and gutter street appears to be the best alternative.

The other project is paving the intersection of Henry Street and South Street. With the heavy truck traffic and large amounts of water drainage from the north, this appears to be the preferred option to fix drainage problems.

At this time the Public Works Engineering staff is looking to design the two (2) projects and then combine them in a large project for bidding and construction, which is subject to change.

Temporary Construction easements are needed to accommodate the construction activities in both project locations for the Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection; Project No. 2021-D-1, which must be approved by City Council. The temporary construction easements will allow for the drainage improvements to these areas.

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

Discussion

Temporary construction easements are needed from several property owners for the Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection; Project No. 2021-D-1 to be constructed.

Engineering staff of the Public Works Department negotiated with the property owners for use of such temporary construction easement areas, at no cost to the City.

Brookline Drive Project Area-

<i>Property Owner</i>	<i>Legal Description</i>
Joe Coble	THE SOUTH 11 FEET OF LOT 4, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.
Jack Armstrong	THE SOUTH 11 FEET OF LOT 5, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTIANING 770 SQUARE FEET, MORE OR LESS.
Roebuck Enterprises, LLC	THE SOUTH 11 FEET OF LOT 10, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.
Calm Nights, LLC	THE EAST 492 FEET OF THE NORTH 14 FEET OF LOT 2, MIL-NIC SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 6888 SQUARE FEET, MORE OR LESS.
Calm Nights, LLC	A PARCEL OF LAND LOCATED IN LOT 3, MIL-NIC SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2, MIL-NIC SECOND SUBDIVISION; THENCE S89°22'48"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 76.00 FEET; THENCE S00°25'46"E, PARALLEL WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 22.50 FEET; THENCE N89°22'48"W, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 76.00 FEET TO SAID EAST LINE; THENCE N00°25'46"W ON SAID EAST LINE, A DISTANACE OF 22.50 FEET TO THE POINT OF BEGINNING, CONTAINING 1710 SQUIRE FEET, MORE OR LESS.

Henry Street/South Street Project Area-

<i>Property Owner</i>	<i>Legal Description</i>
Sunrise Express, Inc.	A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M., HALL OCUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 1, WILSON CONCRETE SUBDIVISIOIN; THENCE S89°01'52"E (ASSUMED BEARING) ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH STREET, A DISTANCE OF 411.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°01'52"E ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET; THENCE N02°44'54"E, A DISTANCE OF 31.00 FEET; THENCE N89°01'52"W, PARALLEL WITH SAID NORTH RIGHT-OF-WAY

LINE, A DISTANCE OF 40.00 FEET; THENCE S02°44'54"W, A DISTANCE OF 31.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1240 SQUARE FEET, MORE OR LESS.
--

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 Easements between the City of Grand Island and the affected property owners for the Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection; Project No. 2021-D-1, at no cost.

Sample Motion

Move to approve the temporary construction easements.

RESOLUTION 2022-43

WHEREAS, temporary construction easements are required by the City of Grand Island, from affected property owners in the Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection; Project No. 2021-D-1 project area:

Brookline Drive Project Area-

<i>Property Owner</i>	<i>Legal Description</i>
Joe Coble	THE SOUTH 11 FEET OF LOT 4, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.
Jack Armstrong	THE SOUTH 11 FEET OF LOT 5, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTIANING 770 SQUARE FEET, MORE OR LESS.
Roebuck Enterprises, LLC	THE SOUTH 11 FEET OF LOT 10, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.
Calm Nights, LLC	THE EAST 492 FEET OF THE NORTH 14 FEET OF LOT 2, MIL-NIC SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 6888 SQUARE FEET, MORE OR LESS.
Calm Nights, LLC	A PARCEL OF LAND LOCATED IN LOT 3, MIL-NIC SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2, MIL-NIC SECOND SUBDIVISION; THENCE S89°22'48"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 76.00 FEET; THENCE S00°25'46"E, PARALLEL WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 22.50 FEET; THENCE N89°22'48"W, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 76.00 FEET TO SAID EAST LINE; THENCE N00°25'46"W ON SAID EAST LINE, A DISTANACE OF 22.50 FEET TO THE POINT OF BEGINNING, CONTAINING 1710 SQURE FEET, MORE OR LESS.

Henry Street/South Street Project Area-

<i>Property Owner</i>	<i>Legal Description</i>
Sunrise Express, Inc.	A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M., HALL OCUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 1, WILSON CONCRETE SUBDIVISIOIN; THENCE S89°01'52"E (ASSUMED BEARING) ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH STREET, A DISTANCE OF 411.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°01'52"E ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET; THENCE N02°44'54"E, A DISTANCE OF 31.00 FEET; THENCE N89°01'52"W, PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET; THENCE S02°44'54"W, A DISTANCE OF 31.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1240 SQUARE FEET, MORE OR LESS.

Approved as to Form February 17, 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 compensate the affected property owners for the Temporary Construction easements on the above described tracts of land, at no cost to the City.

- - -

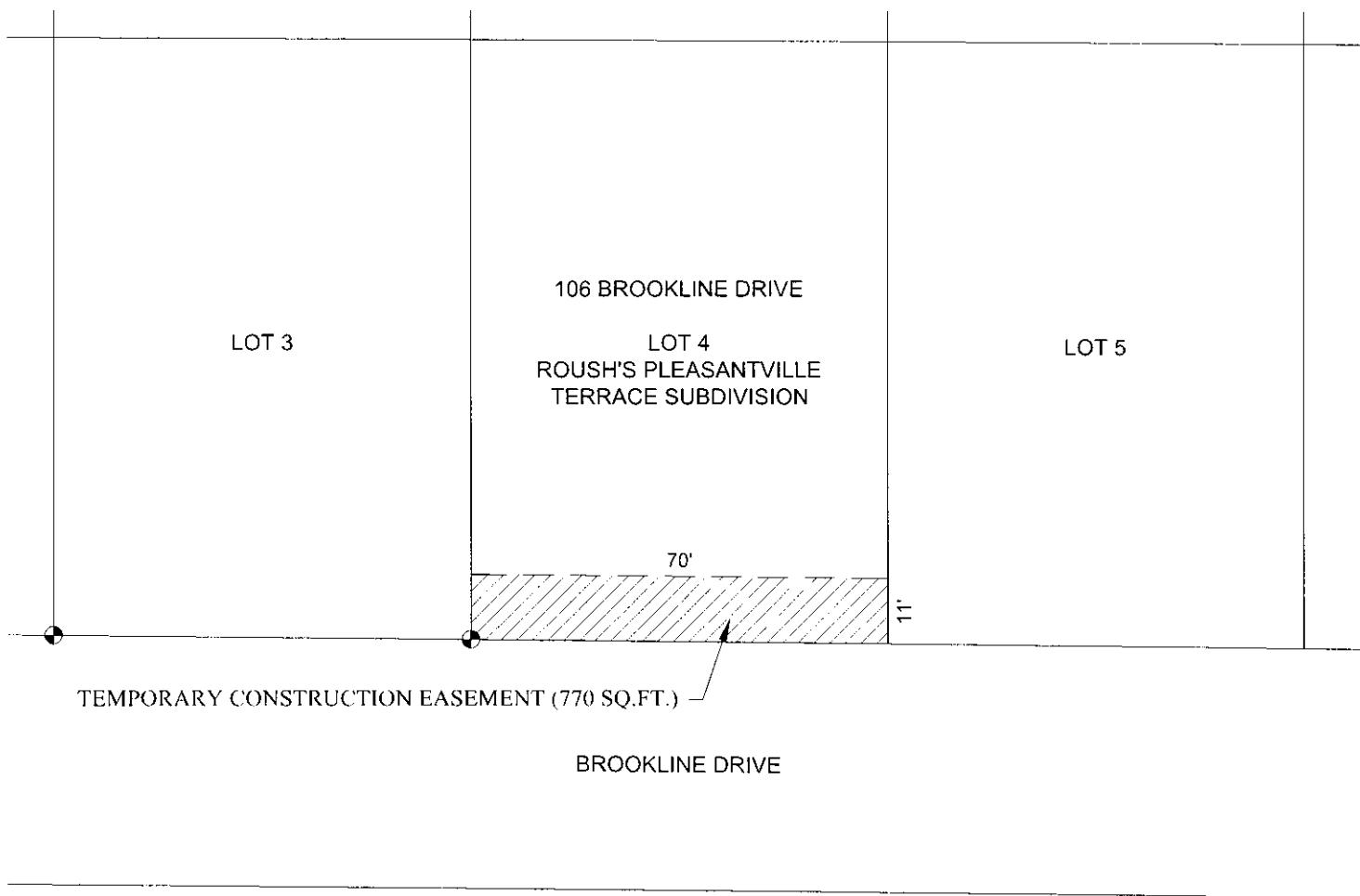
Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

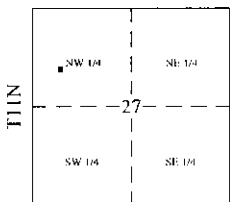


TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THE SOUTH 11 FEET OF LOT 4, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.

VICINITY SKETCH

HALL COUNTY
NEBRASKA
R9W



GRAPHIC SCALE



NOTE: ALL BEARINGS ARE ASSUMED.

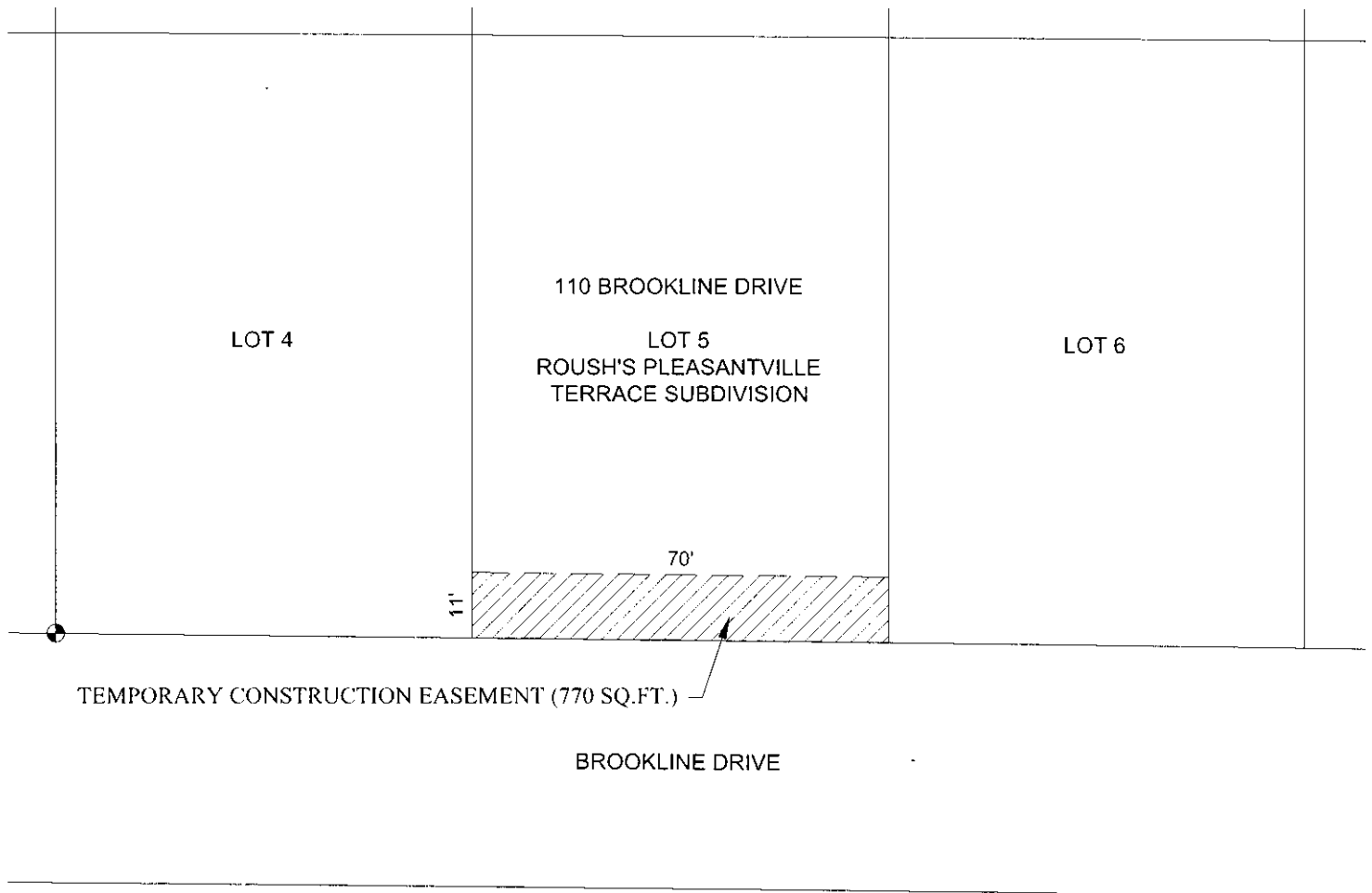
LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT AREA

DATE	12/16/2021
SCALE	1" = 30'
DRAWN	AG
JOB NO.	R201607
FIELD BOOK	GRAND ISLAND #9
FIELD WORK	BS
SHEET	1 OF 1

800.723.8567

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

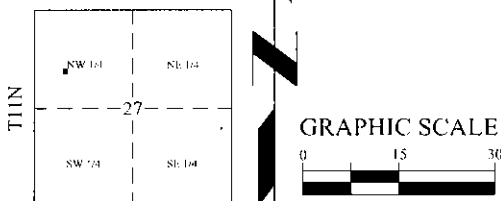


TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THE SOUTH 11 FEET OF LOT 5, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.

VICINITY SKETCH

HALL COUNTY
NEBRASKA
R9W



NOTE: ALL BEARINGS ARE ASSUMED.

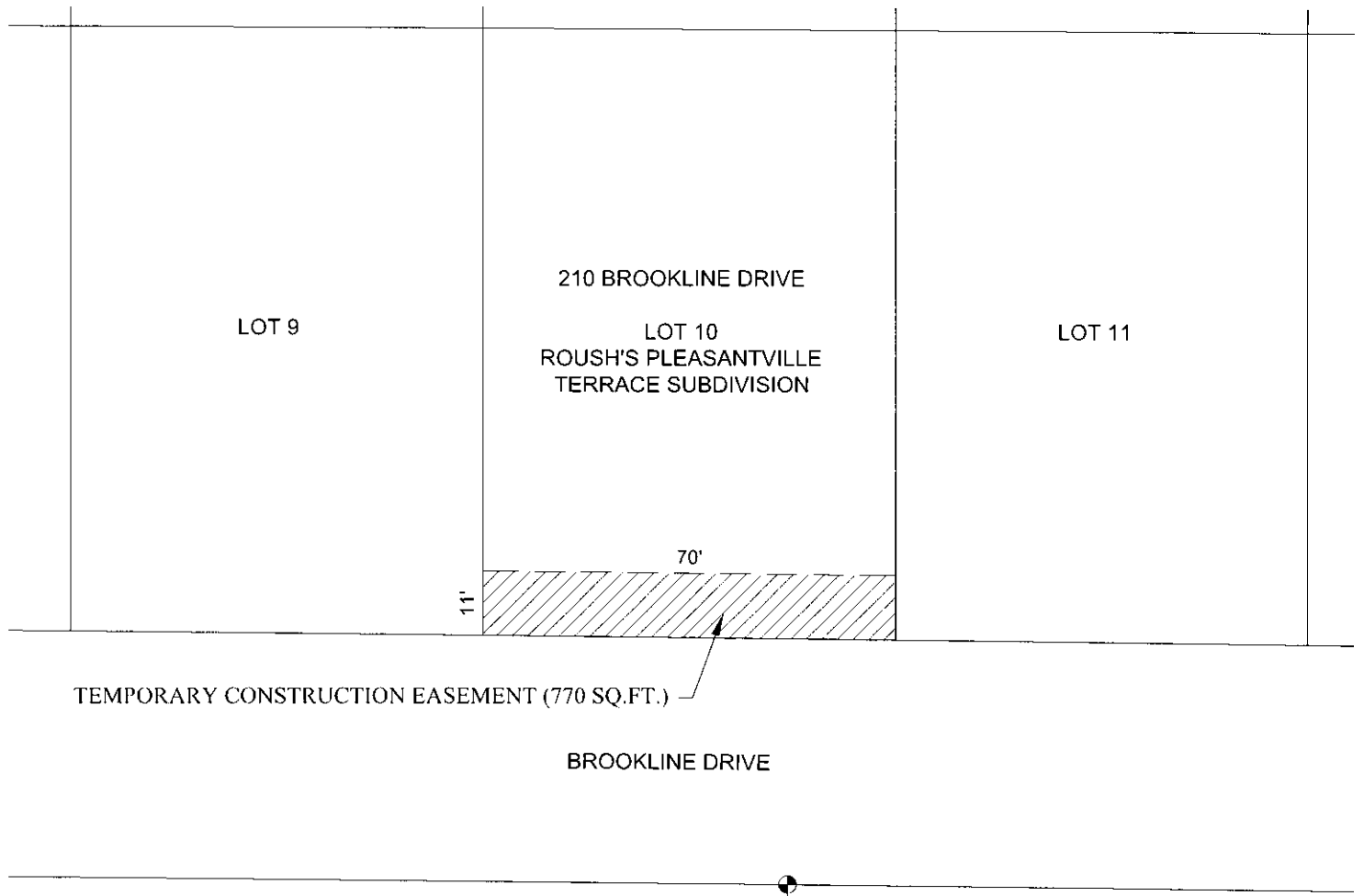
LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT AREA

DATE:	12/16/2021
SCALE:	1" = 30'
DRAWN:	AG
JOB NO.:	R201607
FIELD BOOK:	GRAND ISLAND #9
FIELD WORK:	BS
SHEET	1 OF 1

800.723.8567

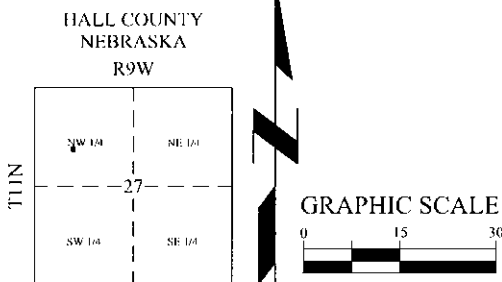
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THE SOUTH 11 FEET OF LOT 10, ROUSH'S PLEASANTVILLE TERRACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 770 SQUARE FEET, MORE OR LESS.

VICINITY SKETCH



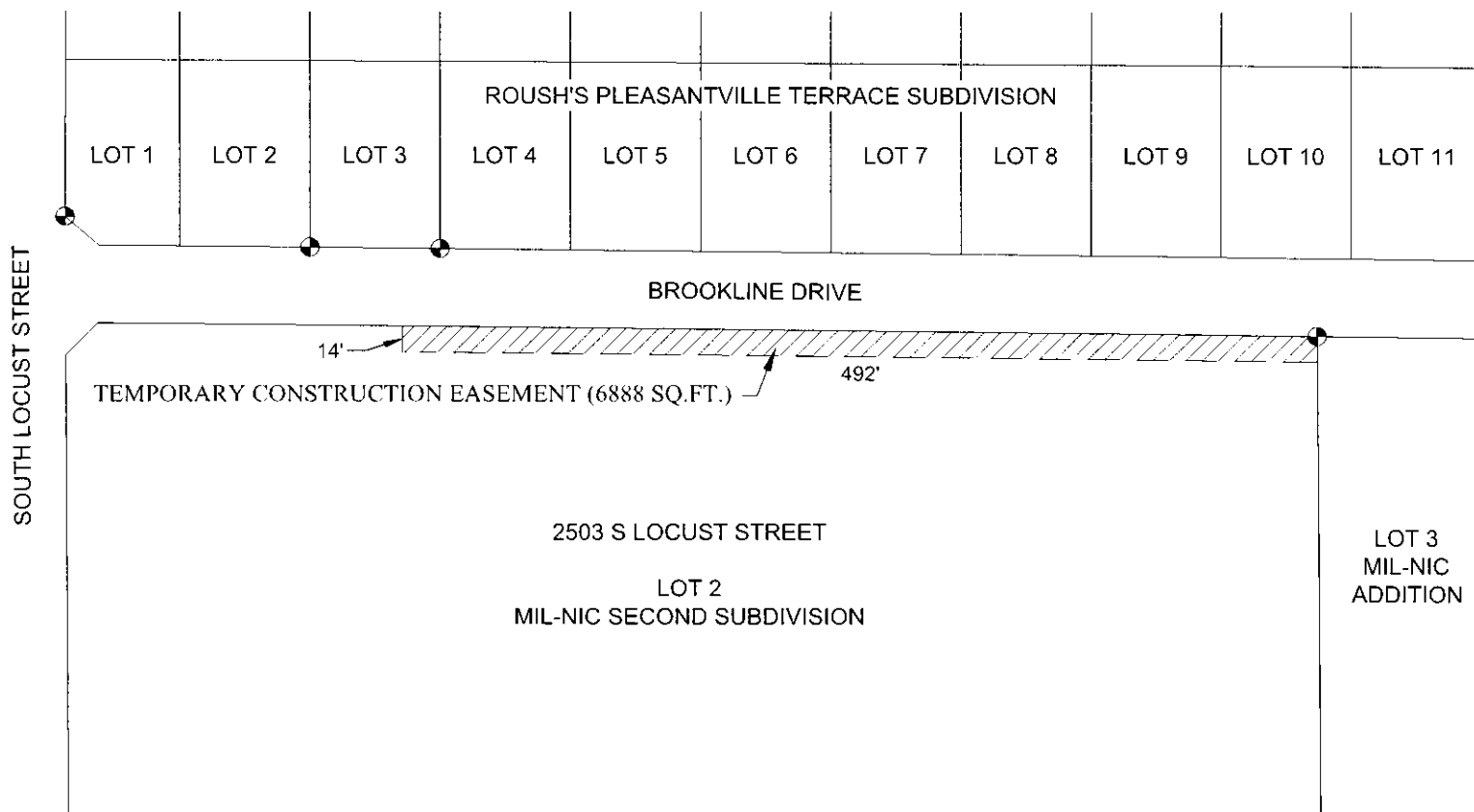
NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT AREA

DATE:	12/14/2021
SCALE:	1" = 30'
DRAWN:	AG
JOB NO.:	R201607
FIELD BOOK:	GRAND ISLAND #9
FIELD WORK:	BS
SHEET	1 OF 1

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

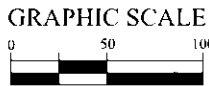
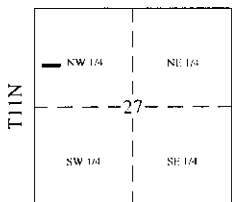


TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THE EAST 492 FEET OF THE NORTH 14 FEET OF LOT 2, MIL-NIC SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 6888 SQUARE FEET, MORE OR LESS.

VICINITY SKETCH

HALL COUNTY
NEBRASKA
R9W



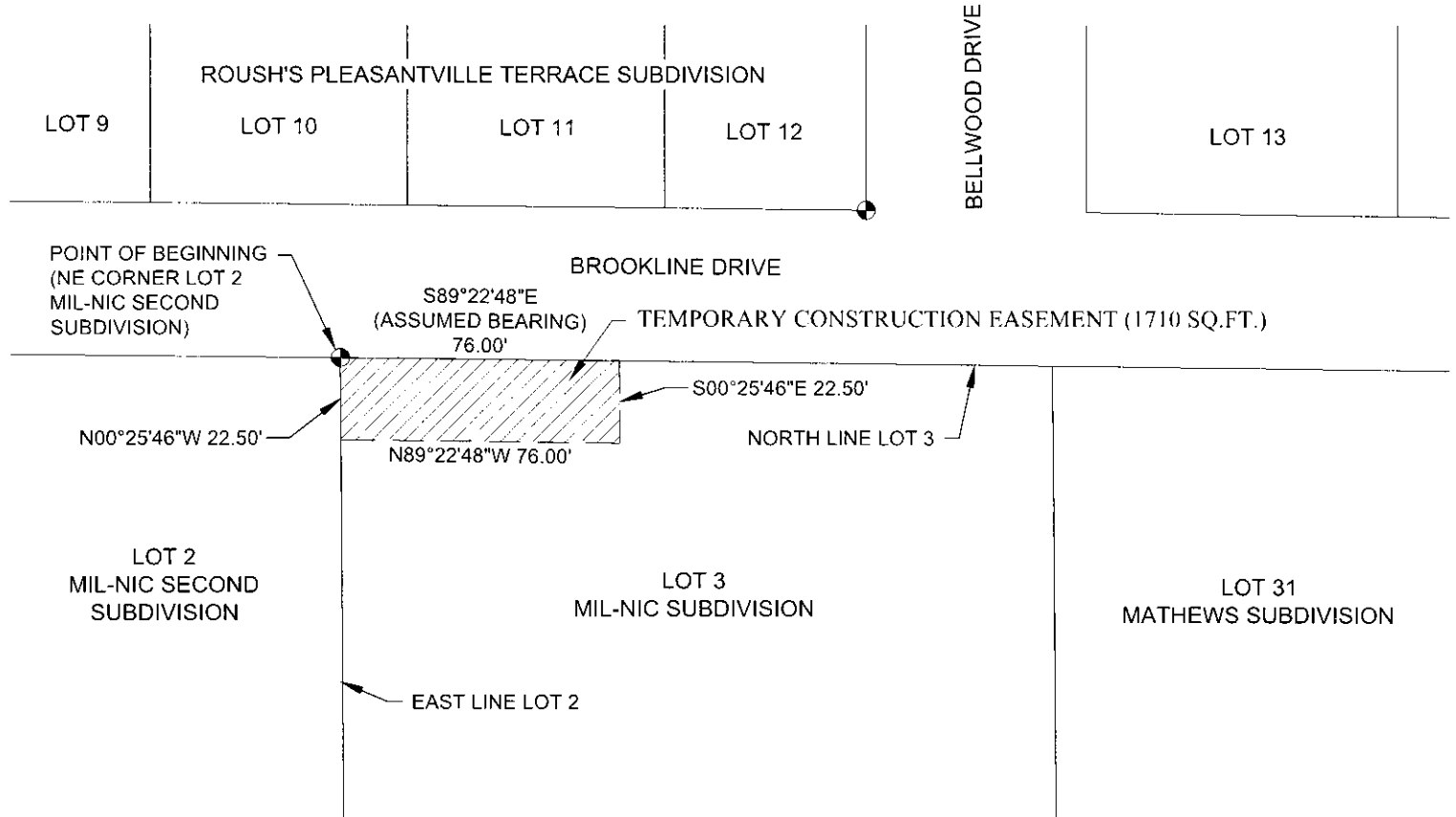
NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT AREA

DATE:	12/16/2021
SCALE:	1" = 100'
DRAWN:	AG
JOB NO.	R201607
FIELD BOOK	GRAND ISLAND #9
FIELD WORK	BS
SHEET	1 OF 1

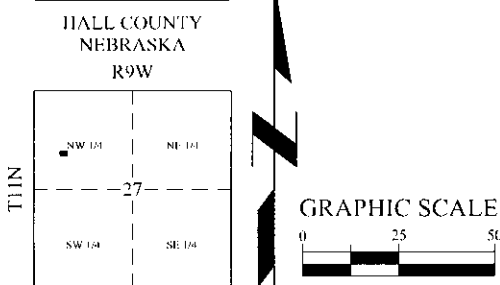
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3, MIL-NIC SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2, MIL-NIC SECOND SUBDIVISION; THENCE S89°22'48"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 76.00 FEET; THENCE S00°25'46"E, PARALLEL WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 22.50 FEET; THENCE N89°22'48"W, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 76.00 FEET TO SAID EAST LINE; THENCE N00°25'46"W ON SAID EAST LINE, A DISTANCE OF 22.50 FEET TO THE POINT OF BEGINNING, CONTAINING 1710 SQUARE FEET, MORE OR LESS.

VICINITY SKETCH

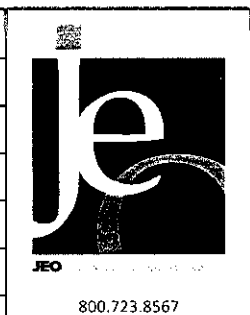


NOTE: ALL BEARINGS ARE ASSUMED.

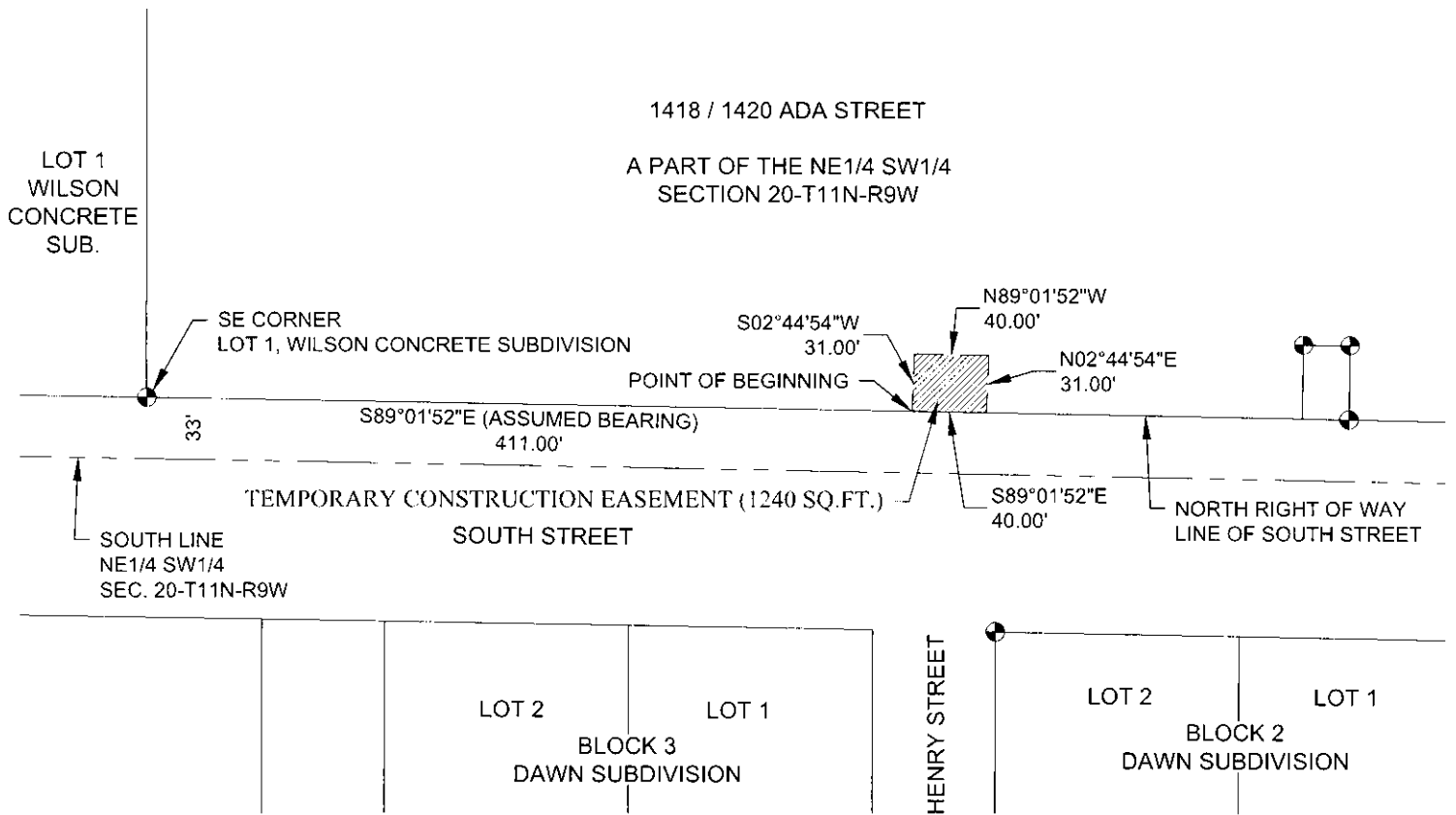
LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT AREA

DATE:	12/16/2021
SCALE:	1" = 50'
DRAWN:	AG
JOB NO.:	R201607
FIELD BOOK:	GRAND ISLAND #9
FIELD WORK:	BS
SHEET	1 OF 1



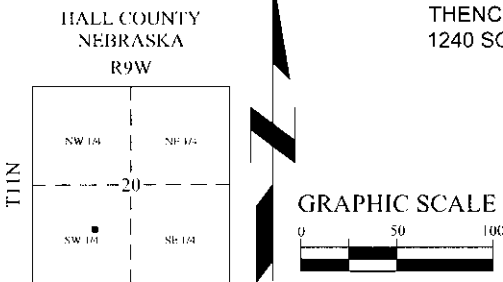
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 1, WILSON CONCRETE SUBDIVISION; THENCE S89°01'52"E (ASSUMED BEARING) ON THE NORTH RIGHT OF WAY LINE OF SOUTH STREET, A DISTANCE OF 411.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°01'52"E ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE N02°44'54"E, A DISTANCE OF 31.00 FEET; THENCE N89°01'52"W, PARALLEL WITH SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE S02°44'54"W, A DISTANCE OF 31.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1240 SQUARE FEET, MORE OR LESS.

VICINITY SKETCH



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- SECTION LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT AREA

DATE:	12/16/2021
SCALE:	1" = 100'
DRAWN:	AG
JOB NO.:	R201607
FIELD BOOK:	GRAND ISLAND #9
FIELD WORK:	BS
SHEET	1 OF 1



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-8

**#2022-44 - Approving Bid Award for Curb Ramp Project No.
2022-CR-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: February 22, 2022

Subject: Approving Bid Award for Curb Ramp Project No. 2022-CR-1

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

Background

On January 20, 2022 the Engineering Division of the Public Works Department advertised for bids for the construction of curb ramps at various intersections in the City. The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

The attached map shows the locations for this year's work.

Discussion

Three (3) bids were received and opened on February 8, 2022. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>BIDDER</i>	<i>EXCEPTIONS</i>	<i>BID PRICE</i>
Galvan Construction, Inc. of Grand Island, NE	None	\$106,440.04*
The Diamond Engineering Company, Grand Island, NE	None	\$127,320.61
Morten Construction, LLC of Kearney, NE	None	\$202,090.20

**corrected 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 bid award to the low compliant bidder, Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$106,440.04.

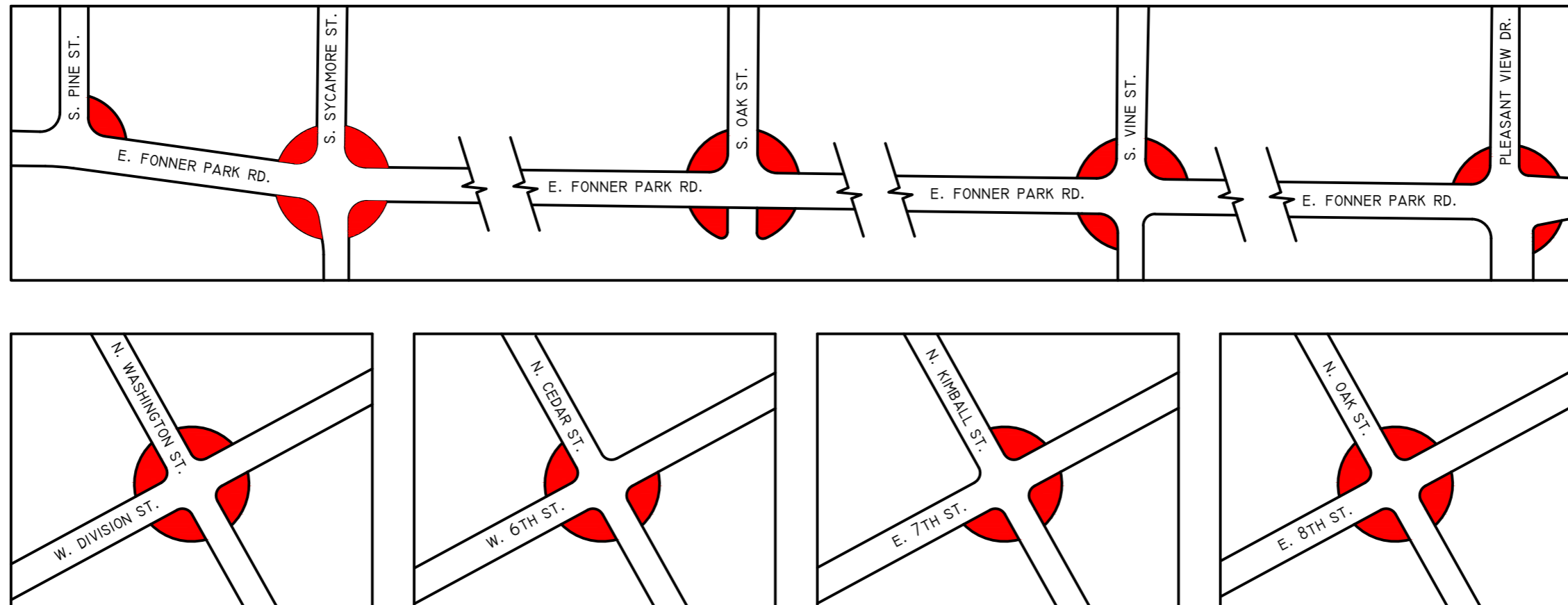
Sample Motion

Move to approve the bid award.



2022-CR-1: ADA CURB RAMP INSTALLATION

LOCATION MAP





Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 8, 2022 at 2:00 p.m.
FOR: Curb Ramp Project 2022-CR-1
DEPARTMENT: Public Works
ESTIMATE: \$137,500.00
FUND/ACCOUNT: 21000001-2100-40004
PUBLICATION DATE: January 20, 2022
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Galvan Construction, Inc.</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Western Surety Co.
Exceptions:	None	None
Bid Price:	\$127,320.61	\$105,988.48

Bidder:	<u>Morten Construction</u> Kearney, NE
Bid Security:	Old Republic Surety Co.
Exceptions:	None
Bid Price:	\$202,090.20

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

Catrina DeLosh, PW Admin. Coordinator
Patrick Brown, Finance Director
Tim Golka, Engineer I

P2341

RESOLUTION 2022-44

WHEREAS, the City of Grand Island invited sealed bids for Curb Ramp Project 2022-CR-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on February 8, 2022 bids were received, opened, and reviewed; and

WHEREAS, Galvan Construction, Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$106,440.04; and

WHEREAS, Galvan Construction, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$106,440.04 for Curb Ramp Project 2022-CR-1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

Approved as to Form	☐ _____
February 17, 2022	☐ City Attorney



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-9

#2022-45 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2022

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: February 22, 2022

Subject: Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2022

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

Background

On January 15, 2022 the Streets Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repairs for the 2022 calendar year. The contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's crews.

Discussion

Two (2) bids were received and opened on February 1, 2022. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids received is below.

Bidder	Bid Price
The Diamond Engineering Co. of Grand Island, NE	\$797,330.00
Morten Construction, LLC of Kearney, NE	\$813,475.00

The Diamond Engineering Co. of Grand Island, Nebraska provided the lowest responsible bid in the amount of \$797,330.00.

This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2022/2023, the scope of work for this contract will be scaled down accordingly.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract to The Diamond Engineering Co. of Grand Island, Nebraska in the amount of \$797,330.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 1, 2022 at 2:00 p.m.
FOR: Concrete Pavement & Storm Sewer Repair 2022 – Various Locations
DEPARTMENT: Public Works
ESTIMATE: \$950,000.00
FUND/ACCOUNT: 21033503/21033504/21033506
PUBLICATION DATE: January 15, 2022
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Morten Construction</u> Kearney, NE
Bid Security:	Universal Surety Co.	Old Republic Surety Co.
Exceptions:	None	None
Bid Price:	\$797,330.00	\$813,475.00

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

Catrina DeLosh, PW Admin. Coordinator
Patrick Brown, Finance Director
Shannon Callahan, Street Superintendent

P2338

RESOLUTION 2022-45

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repairs 2022, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 1, 2022 bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Co. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount \$797,330.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Co. of Grand Island, Nebraska, in the amount of \$797,330.00 for Concrete Pavement and Storm Sewer Repairs 2022 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

Approved as to Form	☒ _____
February 17, 2022	☒ City Attorney



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-10

#2022-46 - Approving Bid Award for Crushed Rock for 2022

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent
Meeting: February 22, 2022
Subject: Approving Bid Award for Crushed Rock for 2022
Presenter(s): John Collins PE, Public Works Director

Background

On January 15, 2022 the Solid Waste Division of the Public Works Department advertised for bids for the purchase of Crushed Rock for 2022 to be used as stabilization of the roadway at the landfill throughout the 2022 calendar year.

Discussion

Two (2) bids were received and opened on February 1, 2022. 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.

Material	Award
3" Minus Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$29.95 per ton
4"- 6" Coarse Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$34.85 per ton
47-B Limestone Rock Delivered	NSG Logistics, LLC \$37.35 per ton

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 Crushed Rock for 2022 according to the bid award recommendation.

Sample Motion

Move to approve the purchase of Crushed Rock for 2022 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 1, 2021 at 2:15 p.m.
FOR: Crushed Rock 2022
DEPARTMENT: Public Works
ESTIMATE: \$42.00/ton (3" minus Crushed Concrete Delivered)
\$47.50/ton (4"-6" Coarse Crushed Concrete Delivered)
\$60.00/ton (47-B Limestone Rock Delivered)
FUND/ACCOUNT: 50530043
PUBLICATION DATE: January 15, 2022
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>NSG Logistics, LLC</u> Gothenburg, NE	<u>Dobesh Land Leveling, LLC</u> Grand Island, NE
Bid Price:		
3" Crushed:	No Bid	\$29.95 per ton
4"-6" Coarse:	No Bid	\$34.85 per ton
47-B Limestone:	\$37.35 per ton	No Bid

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

Jeff Wattier, Solid Waste Superintendent
Patrick Brown, Finance Director
Catrina DeLosh, Admin. Asst. Public Works

P2339

R E S O L U T I O N 2022-46

WHEREAS, the City of Grand Island invited sealed bids for furnishing and delivering Crushed Rock for 2022 for the Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on February 1, 2022, bids were received, opened and reviewed; and

WHEREAS, Dobesh Land Leveling, LLC and NSG Logistics, LLC 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 crushed rock purchased in the 2022 calendar year, are hereby approved;

Material	Award
3" Minus Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$29.95 per ton
4" - 6" Coarse Crushed Concrete Delivered	Dobesh Land Leveling, LLC \$34.85 per ton
47-B Limestone Rock Delivered	NSG Logistics, LLC \$37.35 per ton

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

Approved as to Form ✕ _____ February 17, 2022 ✕ City Attorney
--



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-11

#2022-47 - Approving Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: February 22, 2022

Subject: Approving Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$231,825.32 contract on April 27, 2021, via Resolution No. 2021-101, for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8.

Public Works is taking a proactive approach in rehabilitating sanitary sewer throughout the City to avoid failures. This project fixed known pipe breaks on sewer mains in difficult to access locations. The first part of the engineering work was for investigation and conceptual design. Various alternatives such as open cut repairs or pipe lining solutions were looked at to fix known issues. Existing conditions of the pipe with video inspections, local site conditions, and property owners were reviewed and evaluated.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed for a total cost of \$230,075.31. Additional project costs are shown below.

ADDITIONAL COSTS

City of Grand Island- PW Engineering	Engineering Services	\$ 8,525.78
JEO Consulting Group, Inc.	Engineering Services	\$ 73,445.00
Grand Island Independent	Advertising	\$ 93.37
		\$ 82,064.15

Total project cost is \$312,139.46.

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 Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8.

Sample Motion

Move to approve the Certificate of Final Completion.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8
 CITY OF GRAND ISLAND, NEBRASKA
 February 22, 2022

TO THE MEMBERS OF THE COUNCIL
 CITY OF GRAND ISLAND
 GRAND ISLAND, NEBRASKA

This is to certify that Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract awarded April 27, 2021. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
GROUP "A"- PIPE REPAIR 22930					
1	MOBILIZATION	1.00	LS	\$ 3,899.35	\$ 3,899.35
2	SANITARY SEWER REPAIR	1.00	LS	\$16,111.41	\$ 16,111.41
3	SITE RESTORATION	1.00	LS	\$24,238.02	\$ 24,238.02
4	DEWATERING	1.00	LS	\$27,517.02	\$ 27,517.02
Group "A" Total=					\$ 71,765.80

GROUP "B"- PIPE REPAIR 22083					
1	MOBILIZATION	1.00	LS	\$ 3,146.07	\$ 3,146.07
2	SANITARY SEWER REPAIR	1.00	LS	\$12,433.61	\$ 12,433.61
3	SITE RESTORATION	1.00	LS	\$19,984.18	\$ 19,984.18
4	DEWATERING	1.00	LS	\$25,983.86	\$ 25,983.86
Group "B" Total=					\$ 61,547.72

GROUP "C"- PIPE REPAIR 21049					
1	MOBILIZATION	1.00	LS	\$ 1,949.68	\$ 1,949.68
2	SANITARY SEWER REPAIR	1.00	LS	\$14,595.98	\$ 14,595.98
3	SITE RESTORATION	1.00	LS	\$ 7,940.50	\$ 7,940.50
4	DEWATERING	1.00	LS	\$24,503.88	\$ 24,503.88
Group "C" Total=					\$ 48,990.04

GROUP "D"- PIPE REPAIR 22091					
1	MOBILIZATION	1.00	LS	\$ 3,411.93	\$ 3,411.93
2	SANITARY SEWER REPAIR	1.00	LS	\$12,655.17	\$ 12,655.17
3	SITE RESTORATION	1.00	LS	\$ 8,817.85	\$ 8,817.85
4	DEWATERING	1.00	LS	\$24,636.81	\$ 24,636.81
Group "D" Total=					\$ 49,521.76

LIQUIDATED DAMAGES					
LD-1	MOBILIZATION	-7.00	LS	\$ 250.00	\$ (1,750.00)
Liquidated Damages Total=					\$ (1,750.00)

Total Project Cost= \$ 230,075.31

Additional Costs:

City of Grand Island- PW Engineering	Engineering Services	\$ 8,525.78
JEO Consulting Group, Inc.	Engineering Services	\$ 73,445.00
Grand Island Independent	Advertising	\$ 93.37

Total Additional Costs= \$ 82,064.15

Total Project Cost=	\$312,139.46
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I hereby recommend that the Engineer's Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8 be approved.

John Collins – City Engineer/Public Works Director

Roger G. Steele – Mayor

RESOLUTION 2022-47

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8 certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$230,075.31; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, additional project costs equate to \$82,064.15, as shown

ADDITIONAL COSTS

City of Grand Island- PW Engineering	Engineering Services	\$ 8,525.78
JEO Consulting Group, Inc.	Engineering Services	\$ 73,445.00
Grand Island Independent	Advertising	\$ 93.37
		\$ 82,064.15

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8, in the amount of \$312,139.46 is hereby confirmed.

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

Approved as to Form ▣ _____
February 17, 2022 ▣ City Attorney



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-12

#2022-48 - Approving Contract Renewal 2 of 2 for Annual Pavement Markings 2020 for the Streets Division of Public Works

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: February 22, 2022

Subject: Approving Contract Renewal 2 of 2 for Annual Pavement Markings 2020 for the Streets Division of Public Works

Presenter(s): John Collins, Public Works Director

Background

Pavement markings are a critical part of maintaining safety of the City's roadways and have strict standards on size, location, color, and reflectivity set by the Manual on Uniform Traffic Control.

Since 2014 the use of a pavement marking contractor has allowed the Streets Division to use its labor force to focus on the storm sewer cleaning program. Another benefit of utilizing contractor services is the reduction in traffic disruption accomplished by work being conducted only during off-peak hours (night) and completed faster using specialized equipment.

In March of 2020, the City of Grand Island City Council authorized the award of Annual Pavement Markings 2020 to Straight-Line Striping, Inc. of Grand Island, NE. The renewable contract was written as a three year agreement, which includes the original term plus two (2) opportunities to renew for an additional one-year period.

Original bid summary for Annual Pavement Markings 2020 below:

<i>Bidder</i>	<i>Sub-Contractor(s)</i>	<i>Exceptions</i>	<i>Total Bid</i>
Straight-Line Striping, Inc. Grand Island, NE	County Line Striping, LLC Grand Island, NE	None	\$111,621.25
Highway Signing, Inc. Council Bluffs, IA	None	None	\$161,475.00

Change Order No. 1 in the amount of \$15,000.00 was approved by City Council on July 28, 2020, via Resolution No. 2020-175 for a revised contract amount of \$126,621.25.

A contract renewal for the 2021 season was approved by City Council on March 9, 2021 by Resolution 2021-48 in the amount of \$128,905.50.

Discussion

2022 will be the second and final renewal period under the existing contract with Straight-Line Striping. The one-year renewal term is contingent upon mutual agreement, by the City and the Contractor, of the original contract terms and any unit price changes.

The Streets Division and Straight-Line Striping, Inc. both have an interest in renewing the contract for the 2022 striping season. Straight-Line Striping has proposed unit price increases for a total contract amount of \$137,048.50. The price increase between 2021 and 2022 is due to many issues including raw material supply chain issues and trucking shortages.

Public Works staff compared the proposed contract amount to the original bids received in 2020 and Straight-Line Striping's new bid price is still below the other, original bidder(s). Therefore, Public Works considers these prices to be fair and justified.

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 second contract renewal for Annual Pavement Markings 2020 to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$137,048.50.

Sample Motion

Move to approve the second contract renewal for Annual Pavement Markings 2022 to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$137,048.50.

RESOLUTION 2022-48

WHEREAS, on March 10, 2020, via Resolution No. 2020- 59, the Grand Island City Council authorized a contract for Annual Pavement Markings 2020 with Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$111,621.25; and

WHEREAS, on July 28, 2020, via Resolution No. 2020- 175, the Grand Island City Council approved Change Order No. 1 in the amount of \$15,000.00, resulting in a revised contract amount of \$126,621.25; and

WHEREAS, the contract allowed for two additional one-year terms pending mutual agreement between the City and the Contractor, including negotiated unit price adjustments; and

WHEREAS, the City of Grand Island City Council approved the first contract renewal period on March 09, 2021, via Resolution 2021-48 in the amount of \$128,905.50; and

WHEREAS, Straight-Line Striping, Inc. of Grand Island, Nebraska submitted justified unit price changes for the second contract renewal period, and has fulfilled other statutory requirements contained therein; and

WHEREAS, based on the City's estimated quantities and the proposed unit prices the total estimated cost for the 2022 contract renewal period is \$137,048.50.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the unit prices proposed by Straight-Line Striping, Inc. of Grand Island, Nebraska for the Annual Pavement Markings 2020 second contract renewal period is mutually agreeable.

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

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

Approved as to Form	☐ _____
February 17, 2022	☐ City Attorney



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item G-13

#2022-49 - Approving Purchase of Wastewater Operations Engineer Office Furniture for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2

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

Council Agenda Memo

From: Matt Walker PE, Assistant Public Works Director- Wastewater

Meeting: February 22, 2022

Subject: Approving Purchase of Wastewater Operations Engineer Office Furniture for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2

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

Background

On April 14, 2020, via Resolution No. 2020-95, City Council approved the bid award to Sampson Construction Co., Inc. of Kearney, Nebraska in the amount of \$3,454,000.00 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2. As a result of this renovation additional office furniture is necessary.

On October 12, 2021, via Resolution No. 2021-279, City Council approved the purchase of office furniture for occupied offices included in the Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2. Such purchase price was \$87,326.88 and furnished the following spaces:

- Conference Room
- Entry Lobby
- Account Technician
- Break Room
- Operators office
- Lead Operator office
- Storm Water Compliance office
- Regulatory Compliance office
- Assistant Public Works Director- Wastewater office

The Wastewater Operations Engineer position has recently been filled, thus requiring furniture for this office.

The COVID response caused pricing volatility that negatively impacted this purchase. Construction is nearing completion so not all of the offices are complete, and the building was designed for anticipated staffing levels over the next 50 years so not all space is immediately needed. Additionally there are several vacancies that are difficult to fill. In an attempt to

minimize cost and anticipating price stabilization, this purchase only includes furnishings that are needed for staff immediately occupying the building. For transparency information this purchase will be included with future procurement so the total cost will be clear.

Discussion

The City of Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA), now known as Sourcewell, with Resolution No. 2014-326.

To meet competitive bidding requirements, the Wastewater Division obtained contract pricing from the (NJPA) Sourcewell Contract No. 121919-OFS (RFP #121919) awarded to OFS Brands, Inc. of Huntingburg, Indiana; with Eakes Office Solutions of Grand Island, Nebraska assigned as our authorized dealer. Such office furniture meets all of the requirements of the Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2. The cost of furniture for the Wastewater Operations Engineer space is \$4,990.88, for a total price of \$92,317.76 to date. There are sufficient funds for this purchase in Account No. 53030054-85213-53553.

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 office furniture for the Wastewater Operations Engineer space in the Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 from Eakes Office Solutions of Grand Island, Nebraska in the total amount of \$4,990.88.

Sample Motion

Move to approve the resolution.

RESOLUTION 2022-49

WHEREAS, the Wastewater Division of the Public Works Department of the City of Grand Island requests office furniture for the Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2; and

WHEREAS, on October 12, 2021, via Resolution No. 2021-279, City Council approved the purchase of office furniture for occupied offices included in the Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2, at a cost of \$87,326.88; and

WHEREAS, the Wastewater Operations Engineer position has recently been filled, thus requiring furniture for this office; and

WHEREAS, said equipment can be obtained from the (NJPA) Sourcewell Contract No. 121919-OFS (RFP #121919) awarded to OFS Brands, Inc. of Huntingburg, Indiana; with Eakes Office Solutions of Grand Island, Nebraska assigned as our authorized dealer; and

WHEREAS, purchasing the office furniture from Sourcewell Contract No. 121919-OFS meets all statutory bidding requirements; and

WHEREAS, the funding for such office furniture is provided in the 2021/2022 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of office furniture for the Wastewater Operations Engineer space in the Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 from Eakes Office Solutions of Grand Island, Nebraska in the amount of \$4,990.88 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

Approved as to Form	☐ _____
February 17, 2022	☐ City Attorney



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item H-1

Consideration of on Request from Mid Nebraska Land Developers, LLC for a Conditional Use Permit to Stock Pile Concrete/Asphalt for Crushing Purposes located East of S. Blaine Street and North of W. Schimmer Drive

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item I-1

#2022-50 - Consideration of Approving the Redevelopment Plan for CRA No. 1 for Property located at 641 South Cherry Street and 1010 East Bismark Road (JNIK, LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2022-50

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. 1 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 commercial and residential purposes including necessary costs for acquisition, demolition, renovation 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	☒ _____
February 17, 2022	☒ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1 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, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item I-2

#2022-51 - Consideration of Approving Option to Lease Agreement-Former Armory Building

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator
Meeting: February 22, 2022
Subject: Option to Lease Agreement-Former Armory Building
Presenter(s): Jerry Janulewicz, City Administrator

Background

Grand Island Children’s Museum, Inc. (the “Museum”) is seeking to establish a Children’s Museum in Grand Island. After a search of properties in Grand Island, the Museum determined that the City-owned former Nebraska Guard Amory Building on Old Potash Highway would be an excellent location for such a facility. Late in 2019, members of the Museum contacted the city administration and expressed an interest in purchasing the property from the City. As a result of this contact, the City retained Hendricksen Appraisal to appraise the value of the property in preparation for negotiations for a possible sale. However, there were no further discussions with the Museum in 2020 due to the pandemic, which interfered with the Museum’s fundraising. Discussions resumed in 2021 culminating in the City Council’s approval of a non-binding memorandum of understating (“MOU”) through adoption of Resolution 2021-187.

The MOU contained the following elements:

1. The Museum would be granted an option to lease the property at nominal rent per year. The option to lease will terminate on March 1, 2023 if not exercised by the Museum. The option to lease is contingent upon the Museum receiving funds and pledges totaling at least \$7,000,000.00 by January 1, 2023.
2. Upon exercise of the option to lease, the property would be leased to the Museum with an option to purchase the property during the lease term. The City would retain the easterly 40 feet of the property.
3. The property must be used for a children’s museum open to all members of the public.
4. The Museum shall be solely responsible for the cost of all improvements and renovations to the Premises, which shall include, but not be limited to, updated HVAC, electric, and other building systems, and parking lot improvements.
5. The Museum shall keep the building and Premises in good condition and repair.
6. At any point during the lease, the Museum shall have the option to purchase the Premises from the City at a predetermined price subject to public remonstrance and election as provided by Nebraska Revised Statutes.

The City purchased the property in June of 2018 for \$459,900. The City's Parks and Recreation Department currently uses the building for equipment storage.

Discussion

Through discussions with the Museum's representatives, a proposed Option to Lease Agreement (the "Agreement") containing the above-mentioned MOU elements was developed. The Agreement provides for an initial lease term of ten years with the option to extend the lease for two additional terms of ten years each, with an option to purchase the property for \$557,500. The purchase price represents the midpoint of the appraised values obtained by the City appraisal and by the Museum's appraisal.

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 option to lease agreement with Grand Island Children's Museum.

Sample Motion

Move to approve the resolution.

OPTION TO LEASE

THIS OPTION TO LEASE AGREEMENT, dated as of February ____, 2022 (this “Agreement”), between City of Grand Island, a body corporate and politic and a political subdivision of the State of Nebraska (Lessor), having an address at 100 East First Street, Grand Island, NE 68801, and Grand Island Children’s Museum, Inc., a Nebraska nonprofit corporation (Lessee), having an address at P.O Box 1545, Grand Island, NE, 68802.

Article I. Option to Lease.

1. For good and valuable consideration, receipt of which is acknowledged, the undersigned Lessor gives an option to lease the premises described in Schedule A for such lease terms as set forth in Article II, below.
2. Exercise of the option to lease granted by this Article I shall be subject to and contingent upon Lessee’s receipt of funds and pledges totaling not less than Seven Million Dollars (\$7,000,000.00) on or prior to January 1, 2023, to be confirmed by the Lessor’s City Administrator or designee.
3. Lessor shall grant and permit Lessee’s representatives and agents access to the premises to conduct inspections and studies to determine suitability of the premises for Lessee’s intended development and use.
4. Subject to Article I, Sec. 2 above, this option is exercisable by written notice provided by the Lessee and received by the Lessor on or prior to March 1, 2023.

Article II. Lease Terms Upon Lessee’s Exercise of Option to Lease.

Upon Lessee’s exercise of the option to lease as set forth in Article I above, the following lease terms shall apply:

1. *Demise of Premises.* In consideration of the rents and covenants herein stipulated to be paid and performed, Lessor hereby demises and lets to Lessee and Lessee hereby demises and lets from Lessor, for the respective terms hereinafter described and upon the terms and conditions hereinafter specified, the premises consisting of a. the parcel or parcels of land described in Schedule A hereto, b. all improvements constructed and to be constructed on such parcels, and c. all easements, rights, and appurtenances relating to such parcels (collectively, the Leased Premises).
2. *Commencement. Title and Condition.* The Leased Premises are demised and let subject to a. the existing state of the title thereof as of the commencement of the term of this Lease, b. any state of facts which an accurate survey or physical inspection thereof might show, c. all zoning regulations, restrictions, rules, and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and d. with respect to buildings, structures, and other improvements

located on the Leased Premises, their condition as of the commencement of the term of this Lease, without representation or warranty by Lessor. Lessee represents that it has examined the title to the Leased Premises prior to the execution and delivery of this Lease and has found the same to be satisfactory for all purposes hereof. The Lease shall commence on the first day of the second calendar month following written notice of exercise of the option to lease by Lessee to Lessor (the "effective date").

3. *Use of Leased Premises; Quiet Enjoyment.*
 - a. Lessee may occupy and use the Leased Premises for operation of a Children's Museum to benefit the residents of the City by providing year-round, family-oriented, multicultural, educational, recreational, and amusement activities focused on children and youths. All activities are to be provided in a non-discriminatory manner consistent with applicable federal, state, and local law, rules, regulations, and ordinances.
 - b. Lessee may charge admission fees or membership fees for admission to the museum. Revenues obtained through admission and membership fees shall be solely the property of the Lessee for the benefit of the museum.
 - c. If and so long as Lessee shall observe and perform all covenants, agreements, and obligations required by it to be observed and performed hereunder, Lessor warrants peaceful and quiet occupation and enjoyment of the Leased Premises by Lessee; provided that Lessor and its agents may enter upon and examine the Leased Premises at reasonable times. Any failure by Lessor to comply with the foregoing covenant shall not give Lessee any right to cancel or terminate this Lease, or to abate, reduce, or make deduction from or offset against any Basic Rent, as hereinafter defined, or additional rent or other sum payable under this Lease, or to fail to perform or observe any other covenants, agreement, or obligations of Lessee hereunder.
4. *Terms.* Subject to the terms, covenants, agreements, and conditions contained herein, Lessee shall have and hold the Leased Premises for an initial ten (10)-year term (the Initial Term) commencing on the effective date. Thereafter, Lessee shall have the right and option to extend the terms of this Lease for two (2) consecutive extended terms of ten (10) years each (the Extended Terms) unless and until the terms of this Lease shall be sooner terminated pursuant hereto. The first such Extended Term shall commence on the day immediately succeeding the expiration date of the Initial Term and shall end at midnight of the day immediately preceding the fifth anniversary of the first (1) day of such Term. The subsequent Extended Term shall commence on the day immediately succeeding the expiration date of the next preceding Extended Term, and shall end at midnight on the day immediately preceding the fifth anniversary of the first (1) day of such Term. Lessee shall exercise each such option to extend the terms of this Lease by giving notice in writing to Lessor at least sixty (60) days prior to the end of the term of this Lease then in effect. The giving of such written notice by Lessee to Lessor shall automatically extend the terms of this Lease for an Extended Term, and no instrument of renewal need be executed. In the event that Lessee fails to give such notice to Lessor, this Lease shall automatically terminate at the end of the term of this Lease then in effect and Lessee shall have no further option to extend the terms of this Lease.

5. *Rent.*

- a. Lessee covenants to pay to Lessor, as installments of rent for the Leased Premises during the term of this Lease, ONE HUNDRED DOLLARS (\$100.00) per lease year payable in advance on the first day of each lease year and each lease year of the Extended Terms (the "Basic Rent") at Lessor's address set forth above or at such other place as Lessor from time-to-time may designate to Lessee in writing.
- b. Lessee covenants to pay and discharge when the same shall become due, as additional rent, all other amounts, liabilities, and obligations which Lessee assumes or agrees to pay or discharge pursuant to this Lease (except that amounts payable as the purchase price for the Leased Premises pursuant to the provision of this Lease shall not constitute additional rent), together with every fine, penalty, interest, and cost which may be added for non-payment or late payment thereof. In the event of any failure by Lessee to pay or discharge any of the foregoing, Lessor shall have all rights, powers, and remedies provided herein, by law or otherwise, in the case of non-payment of the Basic Rent. Lessee will also pay to Lessor on demand as additional rent, interest at the rate of eight (8)% per annum or a rate equal to two percentage points above the index of market yields of long-term government bonds adjusted to a thirty (30) year maturity by the U. S. Department of the Treasury, whichever is less, on all overdue installments of Basic Rent from the due date thereof until paid in full and on all overdue amounts of additional rent relating to obligations which Lessor shall have paid on behalf of Lessee.

6. *Net Lease; Non-Terminability.*

- a. This is a net lease, and the Basic Rent, additional rent, and all other sums payable hereunder by Lessee, whether as the purchase price for the Leased Premises or otherwise, shall be paid without notice or demand, and without set-off, counterclaim, abatement (except as provided in paragraph 14.c., suspension, deduction, or defense).
- b. This Lease shall not terminate, nor shall Lessee have any right to terminate this Lease (except as otherwise expressly provided in paragraphs 14.b., 15.b., 16, 17.a., or 17.b. of this Lease), nor shall Lessee be entitled to any abatement or reduction of rent hereunder (except as otherwise expressly provided in paragraph 13.c., nor shall the obligations of Lessee under this Lease be affected by reason of (i) any damage to or the destruction of all or any part of the Leased Premises from whatever cause, (ii) the taking of the Leased Premises or any portion thereof by condemnation, requisition, or otherwise for any reason, (iii) the prohibition, limitation or restriction of Lessee's use of all or any part of the Leased Premises, or any interference with such use, (iv) any default on the part of Lessor under this Lease or under any other agreement to which Lessor and Lessee may be parties, or (v) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. It is the intention of the parties hereto that the obligations of Lessee hereunder shall be separate and independent covenants and agreements, that the Basic Rent, the additional rent, and all other sums payable by Lessee hereunder shall continue to be payable in all events, and that the obligations of Lessee hereunder shall continue unaffected, unless the

requirement to pay or perform the same shall have been terminated pursuant to an express provision hereof.

- c. Lessee agrees that it will remain obligated hereunder in accordance herewith, and that it will not take any action to terminate, rescind, or avoid this Lease, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Lessor or any assignee of Lessor in any such proceeding and (ii) any action with respect hereto which may be taken by any trustee or receiver of Lessor or of any assignee of Lessor in any such proceeding or by any court in any such proceeding.
- d. Lessee waives all rights which may now or hereafter be conferred by law (i) to quit, terminate, or surrender this Lease or the Leased Premises or any part thereof, or (ii) to any abatement, suspension, deferment, or reduction of the Basic Rent, additional rent, or any other sums payable hereunder, except as otherwise expressly provided herein.
- e. The Lessee shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions (Hazardous Materials Laws) on, under, about, or affecting the Leased Premises. The Lessee shall not use, generate, manufacture, store, or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as Hazardous Materials).

The Lessee shall be solely responsible for, and shall indemnify and hold harmless the Lessor, its directors, officers, employees, agents, successors, and assigns from and against, any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the Leased Premises, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup, or detoxification of the Leased Premises, and the preparation and implementation of any closure, remedial, or other required plans. The Lessee shall, upon the request of the Lessor, provide the Lessor with a bond or letter of credit, in form and substance satisfactory to the Lessor, in an amount sufficient to cover the costs of any required cleanup.

The Lessee shall, at its expense, take all necessary remedial action(s) in response to the presence of any Hazardous Materials on, under, or about the Leased Premises.

7. *Taxes and Assessments; Compliance with Law.*

- a. Subject to paragraph 20, Lessee shall pay, when due: (i) all taxes, assessments (including assessments for benefits from public works or improvements, whether

- or not begun or completed prior to the commencement of the term of this Lease and whether or not to be completed within said term), levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, whether or not the same shall have been within the express contemplation of the parties hereto, together with any interest and penalties thereon, which are, at any time, imposed or levied upon or assessed against (a) the Leased Premises or any part thereof, (b) any Basic Rent, additional rent reserved or payable hereunder, or any other sums payable by Lessee hereunder, or (c) this Lease or the leasehold estate hereby created or which arise in respect of the operation, possession, occupancy, or use thereof, (ii) any gross receipts or similar taxes imposed or levied upon, assessed against, or measured by the Basic Rent, such additional rent, or such other sums payable by Lessee hereunder, (iii) all sales and use taxes which may be levied or assessed against or payable by Lessor or Lessee on account of the acquisition, leasing, or use of the Leased Premises or any portion thereof, and (iv) all charges for water, gas, light, heat, telephone, electricity, power, and other utility and communications services rendered or used on or about the Leased Premises. Notwithstanding the foregoing provisions of this paragraph 7.a., Lessee shall not be required to pay any franchise, corporate, estate, inheritance, succession, transfer, income, profits, or revenue taxes of Lessor (other than any gross receipts or similar taxes imposed or levied upon, assessed against, or measured by, the Basic Rent, additional rent, or any other sums payable by Lessee hereunder) unless any such tax, assessment, charge, or levy is imposed or levied upon or assessed against Lessor in substitution for or in place of any other tax, assessment, charge, or levy referred to in this paragraph 7.a. Lessee agrees to furnish to Lessor, within thirty (30) days after written demand therefor, proof of the payment of all such taxes, assessments, levies, fees, rents, and charges, and all such utility and communication charges which are payable by Lessee as provided in this paragraph 7.a. In the event that any assessment levied or assessed against the Leased Premises becomes due and payable during the Initial or any Extended Term and may be legally paid in installments, Lessee shall have the option to pay such assessment in installments; and in such event, Lessee shall be liable only for those installments which become due and payable during the Initial and Extended Terms.
- b. Subject to paragraph 20, Lessee shall, at its expense, comply with and cause the Leased Premises to comply with all governmental statutes, laws, rules, orders, regulations, and ordinances affecting the Leased Premises or any part thereof, or the use thereof, including those which require the making of any structural, unforeseen, or extraordinary changes, whether or not any of the same, which may hereafter be enacted, involve a change of policy on the part of the governmental body enacting the same. Lessee shall, at its expense, comply with the requirements of all policies of insurance which at any time may be in force with respect to the Leased Premises, and with the provisions of all contracts, agreements, and restrictions affecting the Leased Premises or any part thereof or the ownership, occupancy, or use thereof.
 - c. Lessee shall, at its sole cost and expense, comply with and cause the Leased

Premises to comply with all covenants, terms, and conditions of all presently existing documents which are recorded in the land records in Hall County, Nebraska, and which affect the Leased Premises or the use thereof and any such documents which hereafter come into existence, provided, in the latter case, that Lessee is either a party to such document or has given its written consent to the substance thereof.

8. *Liens.* Lessee will not, directly or indirectly, create or permit to be created or to remain, and will promptly discharge, at its expense, any mortgage, lien, encumbrance, or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Leased Premises or any part thereof or Lessee's interest therein or the Basic Rent, additional rent, or other sums payable by Lessee hereunder. The existence of any mechanics', laborers', materialman's, supplier's, or vendor's lien, or any right in respect thereof, shall not constitute a violation of this paragraph 8 if payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen. Nothing contained herein shall be construed as constituting the consent or request of Lessor, expressed or implied, to or for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition, repair, or demolition of or to the Leased Premises or any part thereof by any contractor, subcontractor, laborer, materialman, or vendor. Notice is hereby given that Lessor will not be liable for any labor, services, or materials furnished or to be furnished to Lessee, or to anyone holding the Leased Premises or any part through or under Lessee, and that no mechanics' or other liens for any such labor, services, or materials shall attach to or affect the interest of Lessor in and to the Leased Premises. Lessee shall require of any contractor performing work upon the Premises to provide a payment bond for the prompt and faithful payment of all performance of any labor or services or the furnishing of any materials for any construction, alteration, addition, repair, or demolition of or to the Leased Premises.
9. *Required Improvements.* Lessee, at Lessee's cost and expense and as provided by paragraph 12 shall be responsible for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition, repair, or demolition of or to the Leased Premises useful or required to adapt the premises for use as a children's museum including, but not limited to, updated HVAC, electric, plumbing, and other building systems, restrooms, elevator, and parking lot improvements.
10. *Indemnification.* Lessee agrees to pay, and to protect, indemnify, and save Lessor harmless from and against, any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of Lessee and Lessor), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Leased Premises or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Leased Premises or any part thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, and (iii) violation by Lessee of any contract or agreement to which Lessee is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Leased Premises or any part thereof, or the ownership, occupancy, or use thereof, or (iv) any negligence or tortious act on the part of Lessee or

any of its agents, contractors, sublessees, licensees, or invitees. In case any action, suit, or proceeding is brought against Lessor by reason of any occurrence herein described, Lessee will, at its own expense, defend such action, suit, or proceeding with counsel reasonably acceptable to Lessor.

11. *Maintenance and Repair.*

- a. Lessee acknowledges that it has received the Leased Premises in good order and condition. Lessee agrees that it will, at its expense, keep and maintain the Leased Premises, including any altered, rebuilt, additional, or substituted buildings, structures, and other improvements thereto in good repair and appearance, except for ordinary wear and tear, and will with reasonable promptness make all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the Leased Premises or any part thereof in order to keep and maintain the Leased Premises in such good repair and appearance. Lessor shall not be required to maintain, repair, or rebuild the Leased Premises or any part thereof in any way, or to make any alterations, replacements, or renewals of any nature or description to the Leased Premises or any part thereof, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, and Lessee hereby expressly waives any right to make repairs at the expense of Lessor, which right may be provided for in any statute or law in effect at the time of the execution and delivery hereof or of any other statute or law which may thereafter be enacted.

12. *Improvements and Alterations.*

- a. Lessee may, at its expense, make improvements, additions to, and alterations of and substitutions and replacements for the buildings, structures, or other improvements to the Leased Premises, provided that (i) the market value of the Leased Premises shall not thereby be lessened, (ii) the foregoing actions shall be performed in a good and workmanlike manner, (iii) such additions, alterations, substitutions, and replacements shall be expeditiously completed in compliance with applicable laws, ordinances, orders, rules, regulations, and requirements, and (iv) Lessor was provided with prior written notice of and consented to such substitution and replacement for the buildings, structures, or other improvements to the Leased Premises. All work done in connection with each such addition, alteration, substitution, or replacement shall comply with the requirements of any insurance policy required to be maintained by the Lessee hereunder. In the case of any demolition of any building, structure, or improvement pursuant to this paragraph 12, Lessee shall, prior to the commencement thereof, furnish Lessor with a surety bond or bonds or other security, acceptable to Lessor, to assure the rebuilding of the building, structure, or improvement to be demolished. Lessee shall promptly pay all costs and expenses of, and shall procure and pay for, all permits and licenses required in connection with each such addition, alteration, substitution, or replacement, and shall discharge all liens filed against the Leased Premises arising out of the same. Title to all such additions, alterations, substitutions, and replacements shall immediately rest in Lessor, and all thereof shall be part of the Leased Premises.

- b. Lessee may, at its expense, (i) construct upon the Leased Premises any additional buildings, structures, or other improvements and (ii) install, assemble, or place upon the Leased Premises any items of machinery or equipment used or useful in Lessee's business, in each case upon compliance with paragraph 12.a. All such buildings, structures, and other improvements shall be and remain the property of the Lessor. Such machinery or equipment shall be and remain the property of Lessee. Lessee may remove the same from the Leased Premises at any time prior to the expiration or earlier termination of the term hereof, provided that Lessee shall be required to repair any damage to the Leased Premises resulting from such removal.
13. *Parking Lot.* Lessee shall permit the parking areas upon the Leased Premises to be utilized by Lessor's city park visitors and patrons without charge to Lessor or its park visitors and patrons. Said parking shall be subject to reasonable regulations as necessary for the protection of persons and property upon the Premises.
14. *Condemnation.*
- a. Subject to the rights of Lessee set forth in this paragraph 14, Lessee hereby irrevocably assigns to Lessor any award or payment to which Lessee may be or become entitled by reason of any taking of the Leased Premises or any part thereof in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use or occupancy of the Leased Premises or any part thereof by any governmental authority, civil or military, whether the same shall be paid or payable in respect of Lessee's leasehold interest hereunder or otherwise. Lessor shall be entitled to participate in any such proceedings.
 - b. If (i) the entire Leased Premises shall be taken in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or (ii) any substantial portion of the Leased Premises which is sufficient to render the remaining portion thereof unsuitable for Lessee's continued use or occupancy in Lessee's business shall be taken in or by such proceedings, then Lessee shall, not later than ninety (90) days after any such taking, give notice to Lessor of its intention to terminate this Lease on any business day specified in such notice which occurs not less than 60 nor more than ninety (90) days after the giving of such notice by Lessee. This Lease shall terminate on such date, except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which have arisen on or prior to such date, upon payment by Lessee of all installments of Basic Rent and all other sums then due and payable under this Lease to and including such termination date; provided that if such termination date occurs on a Basic Rent Payment, Lessee shall not be obligated to pay the installment of Basic Rent due on such Date. In the event of the termination hereof pursuant to this subparagraph b., and if Lessee shall not have purchased the Leased Premises, Lessor, shall be entitled to the Net Award in its entirety.
 - c. If (i) a portion of the Leased Premises shall be taken in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, which taking is not sufficient to authorize or require that Lessee give notice of its intention to

terminate this Lease as provided in paragraph 14.b. or (ii) the use or occupancy of the Leased Premises or any part thereof shall be temporarily requisitioned by any governmental authority, civil or military, then this Lease shall continue in full effect without abatement or reduction of Basic Rent, additional rent, or other sums payable by Lessee hereunder, notwithstanding such taking or requisition. Lessee shall, promptly after any such taking or requisition and at its expense, repair any damage caused by any such taking or requisition in conformity with the requirements of paragraph 12.a., so that, after the completion of such repair, the Leased Premises shall be, as nearly as possible, in a condition as good as the condition thereof immediately prior to such taking or requisition, except for ordinary wear and tear. In the event of any such lesser taking in or by condemnation or other eminent domain proceedings, Lessee shall be entitled to receive the Net Award payable in connection with such taking, but such payment shall be made only against certificates of Lessee, signed by the President or a Vice President of Lessee, delivered to Lessor from time-to-time as such work of repair progresses or is completed, each such certificate describing such work of repair for which Lessee is requesting payment, the cost incurred by Lessee in connection therewith, and stating that Lessee has not theretofore received payment for such work of repair. Any proceeds of such award remaining after the final payment has been made for such work of repair shall be retained by Lessor. In the event of such temporary requisition, Lessee shall be entitled to receive the entire net award payable by reason of such temporary requisition. If the cost of any repairs required to be made by Lessee pursuant to this paragraph 14.c. shall exceed the amount of such Net Award, the deficiency shall be paid by Lessee. No payments shall be made to Lessee pursuant to this paragraph 14.c. if any default shall have happened and be continuing hereunder.

- d. For the purposes hereof, all amounts payable pursuant to any agreement with any condemning authority which has been made in settlement of or under threat of any condemnation or other eminent domain proceeding affecting the Leased Premises shall be deemed to constitute an award made in such proceeding.

15. *Insurance.*

- a. Lessee will maintain, at its expense, insurance on the Leased Premises of the following character:
 - i. Insurance against loss or damage by fire, lightning, windstorms, hail, explosion, aircraft, smoke damage, vehicle damage, and other risks from time-to-time included under extended coverage policies and such other risks as are or shall customarily be insured against with respect to property that is similar to the Leased Premises, in amounts sufficient to prevent Lessor or Lessee from becoming a co-insurer of any loss under the applicable policies, but, in any event, in amounts not less than the full insurable value of the Leased Premises. The term "full insurable value," as used herein, means actual replacement value less physical depreciation.
 - ii. General public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Leased Premises and the

adjoining streets, sidewalks, and passageways, such insurance to afford protection to Lessor of not less than \$1,000,000.00 with respect to bodily injury or death to any one person, not less than \$5,000,000.00 with respect to any one accident, and not less than \$2,500,000 with respect to property damage; all such insurance may be maintained under general contractual liability policies, which policies shall cover the obligations of Lessee under paragraph 10 hereof.

- iii. Worker's compensation insurance covering all persons employed in connection with any work done on or about the Leased Premises with respect to which claims for death or bodily injury could be asserted against Lessor, Lessee, or the Leased Premises.
 - iv. Such other insurance on the Leased Premises in such amounts and against such other insurable hazards which at the time are commonly obtained in the case of property similar to the Leased Premises, including war-risk insurance when and to the extent obtainable from the United States Government or any agency thereof.
- b. The insurance referred to in paragraph 15.a. shall be written by companies of recognized financial standing which are authorized to do an insurance business in the state of Nebraska, and such insurance shall name as the insured parties thereunder Lessor and Lessee, as their interests may appear. Lessor shall not be required to prosecute any claim against, or to contest any settlement proposed by, any insurer, provided that Lessee may, at its expense, prosecute any such claim or contest any such settlement. In such event, Lessee may bring such prosecution or contest in the name of Lessor, Lessee, or both, and Lessor will join therein at Lessee's written request upon the receipt by Lessor of an indemnity from Lessee against all costs, liabilities, and expenses in connection with such prosecution or contest.
- c. Insurance claims by reason of damage to or destruction of any portion of the Leased Premises shall be adjusted by Lessee, but Lessor shall have the right to join with Lessee in adjusting any such loss. If the entire amount of any proceeds paid pursuant to any such claim shall not exceed \$25,000.00, then such proceeds shall be payable to Lessee. If the entire amount of any proceeds paid pursuant to any such claim shall exceed \$25,000.00, then such proceeds shall be paid to Lessor and delivered to Lessee from time-to-time as the work of rebuilding, replacing, and repairing the damage or destruction to the Leased Premises required by paragraph 15.a. progresses, each such certificate describing such work for which Lessee is requesting payment and the cost incurred by Lessee in connection therewith, and stating that Lessee has not theretofore received payment for such work. Upon completion of such work, any remaining proceeds will be paid to Lessee upon delivery to Lessor of a certificate of Lessee, signed by the President or a Vice President thereof, to the effect that such work has been completed and complies with the requirements of paragraph 15.a. No payment of any proceeds shall be made to Lessee pursuant to this paragraph 15.c. if any default shall have happened and be continuing hereunder unless and until such default shall have been cured or

removed.

- d. Every insurance policy referred to in clauses (i) and (iv) of paragraph 15.a. contain, to the extent obtainable, an agreement by the insurer that it will not cancel such policy except after 20 days' prior written notice to Lessor, and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of Lessor or Lessee which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment.
- e. Lessee shall deliver to Lessor promptly after the execution and delivery of this Lease the original or duplicate policies or certificates of the insurers of recognized financial standing evidencing all the insurance which is required to be maintained by Lessee hereunder, and Lessee shall, within 20 days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should Lessee fail to effect, maintain, or renew any insurance provided for in this paragraph 15 or pay the premium therefor or deliver to Lessor any of such policies or certificates, then, and in any of said events, Lessor, at its option but without obligation so to do, may, upon 20 days' notice to Lessee, procure such insurance. Any sums expended by Lessor to procure such insurance shall be additional rent hereunder and shall be repaid by Lessee within thirty (30) days following the date on which such expenditure shall be made by Lessor.
- f. Lessee shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required in this paragraph 15 to be furnished by Lessee unless Lessor is included therein as a named insured, with loss payable as in this Lease provided. Lessee shall immediately notify Lessor whenever any such separate insurance is obtained and shall deliver to Lessor the policies or certificates evidencing the same. So long as Lessee maintains the insurance required in this paragraph 15, Lessor shall not obtain or carry separate insurance on the Leased Premises concurrent in form or contributing in the event of loss with that required by this paragraph 15.

16. *Casualty.*

- a. If the Leased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Lessee shall promptly notify Lessor thereof; and Lessee shall, with reasonable promptness and diligence, rebuild, replace, and repair any damage or destruction to the Leased Premises, at its expense, in conformity with paragraph 12.a., in such manner as to restore the same to an economic unit having a fair market value not less than the fair market value of the Leased Premises immediately prior to such damage or destruction.
- b. Notwithstanding the provisions of paragraph 16.a., if the Leased Premises shall be substantially damaged or destroyed in any single casualty so that the Leased Premises shall be unsuitable for restoration for Lessee's continued use and occupancy in Lessee's business, then, at Lessee's option and in lieu of rebuilding, replacing, or repairing the Leased Premises as provided herein, Lessee may give notice to Lessor, within 30 days after the occurrence of such damage or destruction, of Lessee's intention to terminate this Lease on any business day specified in such

notice which occurs not less than 60 days nor more than 90 days after the giving of such notice by Lessee.

17. Option to Purchase.

- a. Reserved.
- b. Reserved.
- c. At any time prior to termination of Lessee's leasehold interest in the Leased Premises (including the Extended Terms), Lessee shall have the option, exercisable by notice to Lessor not less than 3 months prior to such date of purchase, to purchase Lessor's interest in the Leased Premises. The purchase price payable by Lessee upon the purchase of such interest pursuant to this paragraph shall be FIVE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$557,500). On such date of purchase, Lessor shall convey and assign its interest in the Leased Premises to Lessee in accordance with paragraph 18, and Lessee shall pay Lessor such purchase price, together with all installments of Basic Rent and all other sums then due and payable under this Lease to and including such date of purchase. On such date of purchase, this Lease shall terminate except with respect to obligations and liabilities of Lessee under this Lease, actual or contingent, which have arisen on or prior to such date of purchase, but only upon payment by Lessee of all Basic Rent and other sums due and payable by it under this Lease to and including such date of purchase, except that the installment of Basic Rent payable on such date need not be paid.

18. Procedure Upon Purchase.

- a. If Lessee shall purchase the Leased Premises pursuant to any provision of this Lease, Lessor need not transfer and convey to Lessee or its designee any better title thereto than existed on the date of the commencement of the Term hereof, and Lessee shall accept such title, subject, however, to all liens, encumbrances, charges, exceptions, and restrictions on, against, or relating to the Leased Premises and to applicable laws, regulations, and ordinances, but free of liens, encumbrances, charges, exceptions, and restrictions which have been created by or resulted from acts of Lessor without Lessee's consent.
- b. Upon the date fixed for any such purchase of the Leased Premises pursuant hereto, Lessee shall pay to Lessor at its address set forth above, or at any other place designated by Lessor, the purchase price therefor specified herein, and Lessor shall there deliver to Lessee (i) a deed which describes the Leased Premises or portion thereof then being sold to Lessee and conveys and transfers the title thereto which is described in paragraph 17.a., together with (ii) such other instruments as shall be necessary to transfer to Lessee or its designee any other property then required to be sold by Lessor pursuant hereto. Lessee shall pay all charges incident to such conveyance and transfer, including counsel fees, escrow fees, recording fees, title insurance premiums, and all applicable federal, state, and local taxes (other than any income or franchise taxes levied upon or assessed against Lessor) which may be incurred or imposed by reason of such conveyance and transfer and by reason of the delivery of said deed and other instruments. Upon the completion of such purchase, but not prior thereto (whether or not any delay in the completion of or the

failure to complete, such purchase shall be the fault of Lessor), this Lease and all obligations hereunder (including the obligations to pay Basic Rent and additional rent) shall terminate with respect to the Leased Premises, except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which arose on or prior to such date of purchase.

19. *Assignment and Subletting.* Lessee may with the consent of Lessor (which consent will not be unreasonably withheld), may sublet the entire Leased Premises or assign all its rights and interests under this Lease, provided that each such sublease shall expressly be made subject hereto. If Lessee assigns all its rights and interests under this Lease, the assignee under such assignment shall expressly assume all the obligations of Lessee hereunder in a written instrument delivered to Lessor at the time of such assignment. No assignment or sublease made as permitted by this paragraph 19 shall affect or reduce any of the obligations of Lessee hereunder, and all such obligations shall continue in full effect as obligations of a principal, and not as obligations of a guarantor or surety, to the same extent as though no assignment or subletting had been made. No sublease or assignment made as permitted by this paragraph 19 shall impose any obligations on Lessor, or otherwise affect any of the rights of Lessor under this Lease. Neither this Lease nor the term hereby demised shall be mortgaged by Lessee, nor shall Lessee mortgage or pledge the interest of Lessee in and to any sublease of the Leased Premises or the rentals payable thereunder. Any such mortgage, pledge, sublease, or assignment made in violation of this paragraph 19 shall be void. Lessee shall, within ten (10) days after the execution and delivery of any such assignment, deliver a conformed copy thereof to Lessor, and within ten (10) days after the execution and delivery of any such sublease, Lessee shall give notice to Lessor of the existence and term thereof, and of the name and address of the sublessee thereunder.
20. *Permitted Contests.* Lessee shall not be required to a. pay any tax, assessment, levy, fee, rent, or charge referred to in paragraph 8.a., b. comply with any statute, law, rule, order, regulation, or ordinance referred to in paragraph 8.b., c. discharge or remove any lien, encumbrance, or charge referred to in paragraph 9 or 12.a. or d. obtain any waivers or settlements or make any changes or take any action with respect to any encroachment, hindrance, obstruction, violation, or impairment referred to in paragraph 11.b., so long as Lessee shall contest, in good-faith and at its expense, the existence, the amount, or the validity thereof, the amount of the damages caused thereby, or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent a. the collection of, or other realization upon, the tax, assessment, levy, fee, rent, or charge or lien, encumbrance, or charge so contested, b. the sale, forfeiture, or loss of the Leased Premises or any part thereof, or the Basic Rent or any additional rent or any portion thereof, to satisfy the same or to pay any damages caused by the violation of any such statute, law, rule, order, regulation, or ordinance or by any such encroachment, hindrance, obstruction, violation, or impairment, c. any interference with the use or occupancy of the Leased Premises or any part thereof, and 4. any interference with the payment of the Basic Rent or any additional rent or any portion thereof. While any such proceedings are pending, Lessor shall not have the right to pay, remove, or cause to be discharged the tax, assessment, levy, fee, rent, or charge or lien, encumbrance, or charge thereby being contested. Lessee further agrees that each such contest shall be promptly prosecuted to a

final conclusion. Lessee will pay, and save Lessor harmless against, any and all losses, judgments, decrees, and costs (including all reasonable attorney's fees and expenses) in connection with any such contest and will, promptly after the final settlement, compromise, or determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged, or imposed or be determined to be payable therein or in connection therewith, together with all penalties, fines, interests, costs, and expenses thereof or in connection therewith, and perform all acts the performance of which shall be ordered or decreed as a result thereof. No such contest shall subject Lessor or the Mortgagee to the risk of any material civil liability or the risk of any criminal liability, and Lessee shall give such reasonable security to Lessor and the Mortgagee as may be demanded by Lessor or the Mortgagee to insure compliance with this paragraph 19.

21. *Conditional Limitations; Default Provision.*

- a. Any of the following occurrences or acts shall constitute an event of default under this Lease: (i) if Lessee, at any time during the continuance hereof (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other proceedings, in law, in equity, or before any administrative tribunal, which have or might have the effect of preventing Lessee from complying herewith), shall (a) fail to make any payment of Basic Rent, additional rent, or other sum herein required to be paid by Lessee, and Lessee shall fail to make any such payment for a period of thirty (30) days after delivery by Lessor or Secured Party of written notice to Lessee that any such payment has become due, or (b) fail to observe or perform any other provision hereof for thirty (30) days after Lessor shall have delivered to Lessee notice of such failure (provided that in the case of any default referred to in this clause (b) which cannot with diligence be cured within such thirty (30)-day period, if Lessee shall proceed promptly to cure the same and thereafter shall prosecute the curing of such default with diligence, then upon receipt by Lessor of a certificate from the President or a Vice President of Lessee stating the reason that such default cannot be cured within thirty (30) days, and stating that Lessee is proceeding with diligence to cure such default, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence); or (ii) if Lessee shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent or shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Lessee as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof, or (iii) if a receiver, trustee, or liquidator of Lessee or of all or substantially all of the assets of Lessee or of the Leased Premises shall be appointed in any proceeding brought by Lessee, or if any such receiver, trustee, or liquidator shall be appointed in any proceeding brought against Lessee and shall not be discharged within ninety (90) days after such appointment, or if Lessee shall

consent to or acquiesce in such appointment, or (iv) if the Leased Premises shall have been abandoned.

- b. If an event of default shall have happened and be continuing, Lessor shall have the right, at its election, then, or at any time thereafter while such event of default shall continue, to give Lessee written notice of Lessor's intention to terminate the term of this Lease on a date specified in such notice. Upon the giving of such notice, the term hereof and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the Term hereof, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.
- c. If an event of default shall have happened and be continuing, Lessor shall have the immediate right, whether or not the term hereof shall have been terminated pursuant to paragraph 21.b., to re-enter and repossess the Leased Premises or any part thereof by force, summary proceedings, ejectment, or otherwise, and the right to remove all persons and property therefrom. Lessor shall be under no liability for or by reason of any such entry, repossession, or removal. No such re-entry or taking of possession of the Leased Premises by Lessor shall be construed as an election on Lessor's part to terminate the term hereof, unless a written notice of such intention be given to Lessee pursuant to paragraph 21.b., or unless the termination hereof be decreed by a court of competent jurisdiction.
- d. At any time or from time-to-time after the repossession of the Leased Premises or any part thereof pursuant to paragraph 21.c., whether or not the term hereof shall have been terminated pursuant to paragraph 21.b., Lessor may (but shall be under no obligation to) relet the Leased Premises or any part thereof for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) and for such uses as Lessor, in its absolute discretion, may determine, and Lessor may collect and receive any rents payable by reason of such reletting. Lessor shall not be responsible or liable for any failure to relet the Leased Premises or any part thereof or for any failure to collect any rent due upon any such reletting.
- e. No expiration or termination of the term hereof pursuant to paragraph 21.b., by operation of law or otherwise, and no repossession of the Leased Premises or any part thereof pursuant to paragraph 21.c. or otherwise, and no reletting of the Leased Premises or any part thereof pursuant to paragraph 21.d., shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, repossession, or reletting.
- f. In the event of any expiration or termination of this Lease or repossession of the Leased Premises or any part thereof by reason of the occurrence of an event of default, Lessee will pay to Lessor the Basic Rent, additional rent, and other sums required to be paid by Lessee to and including the date of such expiration, termination, or repossession; and, thereafter, Lessee shall, until the end of what

would have been the term hereof in the absence of such expiration, termination, or repossession, and whether or not the Leased Premises or any part thereof shall have been relet, be liable to Lessor for, and shall pay to Lessor, as liquidated and agreed current damages: (i) the Basic Rent, additional rent, and other sums which would be payable hereunder by Lessee in the absence of such expiration, termination, or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Lessee pursuant to paragraph 21.d., after deducting from such proceeds all Lessor's expenses in connection with such reletting (including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorney's fees, employees' expenses, alteration costs, and expenses of preparation for such reletting). Lessee will pay such current damages on the days on which the Basic Rent would have been payable hereunder in the absence of such expiration, termination, or repossession, and Lessor shall be entitled to recover the same from Lessee on each such day.

- g. The words "enter," "re-enter," or "re-entry," as used in this paragraph 20, are not restricted to their technical meaning.

22. Additional Rights of Lessor.

- a. No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. The failure of Lessor to insist at any time upon the strict performance of any covenant or agreement, or to exercise any option, right, power, or remedy contained herein shall not be construed as a waiver or a relinquishment thereof for the future. A receipt by Lessor of any Basic Rent, any additional rent, or any other sum payable hereunder with knowledge of the breach of any covenant or agreement contained herein shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor. In addition to other remedies provided herein, Lessor shall be entitled, to the extent permitted by law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions, or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions, or provisions of this Lease, or to any other remedy allowed to Lessor at law or in equity.
- b. Lessee hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (i) any right and privilege which it or any of them may have under any present or future constitution, statute, or rule of law to redeem the Leased Premises or to have a continuance hereof for the term hereby demised after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms hereof, or after the termination of the term hereof as herein provided, and (ii) the benefits of any present or future constitution, statute, or rule of law which exempts property from liability for debt or for distress for rent.
- c. If Lessee shall be in default in the performance of any of its obligations hereunder,

and an action shall be brought for the enforcement thereof, in which it shall be determined that Lessee was in default, Lessee shall pay to Lessor all the expenses incurred in connection therewith, including reasonable attorney's fees. If Lessor shall, without fault on its part, be made a party to any litigation commenced against Lessee, and if Lessee, at its expense, shall fail to provide Lessor with counsel approved by Lessor, Lessee shall pay all costs and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation.

23. *Removal of Trade Fixtures.* If no default or event of default hereunder has happened and is continuing, Lessee may, at any time during the term hereof, remove from the Leased Premises any trade fixtures, machinery, or equipment belonging to Lessee or third parties, provided that Lessee shall repair any damage to the Leased Premises caused by such removal.
24. *Surrender.* Upon the expiration or earlier termination hereof, Lessee shall peaceably leave and surrender the Leased Premises to Lessor in the same condition in which the Leased Premises were originally received from Lessor at the commencement of the term hereof, except as repaired, rebuilt, restored, altered, or added to as permitted or required hereby, and except for ordinary wear and tear. Lessee shall remove from the Leased Premises, on or prior to such expiration or earlier termination, all property situated thereon which is not owned by Lessor, and, at its expense, on or prior to such expiration or earlier termination, shall repair any damage caused by such removal. Property not so removed shall become the property of Lessor, and Lessor may thereafter cause such property to be removed from the Leased Premises and disposed of, but the cost of any such removal and disposition, and the cost of repairing any damage caused by such removal, shall be borne by Lessee.

Article III. Additional Terms.

1. *Public Remonstrance.* Notwithstanding anything in this Agreement to the contrary, Lessee's right to purchase the leased premises, and Lessor's authority to convey the same, shall be subject to public remonstrance petition as provided by law. Lessor shall not be liable for any cost, expense, or damages of any nature incurred by or resulting to the Lessee as a result of a successful public remonstrance petition objecting to a sale or conveyance of the Leased Premises.
2. *Notices, Demands, and Other Instruments.* All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant hereto shall be given in writing and shall be deemed to have been properly given if a. with respect to Lessee, sent by registered mail, postage prepaid, addressed to Lessee at its address first above set forth, and b. with respect to Lessor, sent by registered mail postage prepaid addressed to Lessor at its address first above set forth. Lessor and Lessee shall each have the right from time-to-time to specify as its address for purposes of this Lease any other address in the United States of America upon giving 10 days' written notice thereof, similarly given, to the other party.
3. *Separability.* Each and every covenant and agreement contained herein is or shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Lessor shall not discharge or relieve Lessee from its

obligations to perform the same. If any term or provision hereof, or the application thereof to any person or circumstances, shall be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision hereof shall be valid and shall be enforced to the extent permitted by law.

4. *Binding Effect.* All of the covenants, conditions, and obligations contained herein shall be binding upon and inure to the benefit of the respective successors and assigns of Lessor and Lessee to the same extent as if each such successor and assign were in each case named as a party hereto. This Lease may not be changed, modified, or discharged except by a writing signed by Lessor and Lessee.
5. *Headings.* The headings to the various paragraphs hereof have been inserted for reference only and shall not to any extent have the effect of modifying, amending, or changing the expressed terms and provisions hereof.
6. *Governing Law.* This Lease shall be governed by and interpreted under the laws of the state of Nebraska.
7. *Schedule.* Schedule A is attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed and sealed as of the date first above written.

LESSOR:
CITY OF GRAND ISLAND

By: _____
Roger G. Steele, Mayor

ATTEST:

RaNae Edwards, City Clerk

LESSEE:
GRAND ISLAND CHILDREN'S MUSEUM

By: _____
President

Secretary

SCHEDULE A

A certain part of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the Sixth P.M., Hall County, Nebraska, more particularly described as follows: beginning at a point on the north line of a public road, such point being 673.0 feet west, and 33.0 feet north of the Southeast Corner of the Southwest Quarter (SW1/4) of Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the Sixth P.M.; running thence west, parallel to the south line of the Southwest Quarter (swSW1/4) of Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the Sixth P.M., a distance of 400.0 feet; running thence north at right angles, a distance of 325.0 feet; running thence east at right angles, a distance of 400.0 feet; running thence south at right angles, a distance of 325.0 feet, to the point of beginning, EXCLUDING THEREFROM THE EASTERLY FORTY (40) FEET OF THE AFORESAID DESCRIBED TRACT.

RESOLUTION 2022-51

WHEREAS, Grand Island Children’s Museum, Inc. (“Museum”) is seeking City Council approval to lease the city-owned former armory building and grounds located at Old Potash Highway; and

WHEREAS, an Option to Lease Agreement was developed setting forth the proposed option to lease, proposed lease terms, and an option to purchase the property subject to public remonstrance; and

WHEREAS, the proposed Option to Lease Agreement would require City Council consideration and action.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Option to Lease Agreement by and between the City of Grand Island and Grand Island Children’s Museum, Inc. is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2022.

Roger G. Steele, Mayor

Attest:

Jill Granere, Deputy City Clerk

Approved as to Form	☒ _____
February 17, 2022	☒ City Attorney



City of Grand Island

Tuesday, February 22, 2022

Council Session

Item J-1

Approving Payment of Claims for the Period of February 9, 2022 through February 22, 2022

The Claims for the period of February 9, 2022 through February 22, 2022 for a total amount of \$4,630,351.87. A MOTION is in order.

Staff Contact: Patrick Brown