
City of Grand Island



Tuesday, March 8, 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 Jeffrey Pedersen, St. Pauls Lutheran Church, 1515 South Harrison 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, March 8, 2022

Council Session

Item E-1

**Public Hearing on Acquisition of Utility Easement - 2107 & 2011
Ellie Drive and 3724, 3728, 3736, 3740, 3752, & 3756 Jessie Lane
(McCoy Meadows, LP)**

Council action will take place under Consent Agenda item G-2.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: March 8, 2022

Subject: Acquisition of Utility Easement – 2107 & 2011 Ellie Drive and 3724, 3728, 3736, 3740, 3752, & 3756 Jessie Lane – McCoy Meadows, LP

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of McCoy Meadows, LP, through a part of Lot Two (2), and Lot Three (3), Lot Four (4), and Lot Five (5) all in Block Two (2) of McCoy Meadows Subdivision, in the City of Grand Island, Hall County, Nebraska (2107 & 2011 Ellie Drive and 3724, 3728, 3736, 3740, 3752, & 3756 Jessie Lane), in order to have access to install, access, operate and maintain the water main and water service infrastructure at this location.

Discussion

Due to the placement of newly installed water service shut off boxes along Ellie Drive and Jessie Lane, the City will need to acquire a three (3.0) foot wide easement tract along the existing easement to accommodate the installation. The proposed easement will allow the Department to install, access, operate, and maintain the water main and water service infrastructure at this location.

Alternatives

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

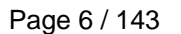
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, March 8, 2022

Council Session

Item F-1

**#9874 - Consideration of Creation of Street Improvement District
No. 1266; Circle Drive– Northwest Area of Stewart Place
Subdivision**

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

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: March 8, 2022

Subject: Consideration of Creation of Street Improvement District No. 1266; Circle Drive– Northwest Area of Stewart Place Subdivision

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

Background

Council action is needed to create a Street Improvement District. If the District is created, a notice will be mailed to all affected property owners and a 20-day protest period will begin. If the district passes the protest and the Council continues the district, plans will be prepared. The City will then bid, construct, and levy special assessments for the work.

Discussion

At the request of Councilmember Haase the Public Works Engineering Division has developed a concept and estimate for extending Circle Drive as shown on the attached drawing. This will improve access for the three adjacent parcels.

The subdivision was platted in 1963 outside of the City limits. Two parcels addressed 2922-2924 Circle Drive and 3002-3004 Circle Drive were originally a single parcel that was divided in the 1970s as permitted by the regulations at that time (City review was not required then). This left the west lot with access only through a private drive over an ingress/egress easement rather than the required street access.

This project is currently estimated at \$40,000.00, excluding any cost associated with right-of-way acquisitions, and would be assessed to the three (3) benefitting properties as depicted on the attached sketch.

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

Sample Motion

Move to approve creation of Street Improvement District No. 1266.

ORDINANCE NO. 9874

An ordinance to create Street Improvement District No. 1266; to define the boundaries of the district; to provide for the improvement of a street within the district by paving, curbing, guttering, storm drainage, sidewalks, and other incidental work in connection therewith; to provide for the filing of this ordinance with the Hall County Register of Deeds; and to provide the publication and effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. Street Improvement District No. 1266 in the City of Grand Island, Nebraska, is hereby created.

SECTION 2. The properties included in such district shall be as follows:

Owner	Legal Description
LA RENTALS, LLC	A TRACT OF LAND COMPRISING PART OF LOTS TEN (10) AND ELEVEN (11) IN BLOCK ONE (1), IN STEWART PLACE SUBDIVISION, BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4) OF SECTION TWENTY NINE (29), IN TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6 TH P.M., HALL COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, BLOCK 1, STEWART PLACE SUBDIVISION, THENCE

Approved as to Form ☐ _____
March 4, 2022 ☐ City Attorney

ORDINANCE NO. 9874 (Cont.)

	<p>RUNNING SOUTHERLY ALONG AND UPON THE WESTERLY LINE OF SAID LOTS 10 AND 11, A DISTANCE OF 130.0 FEET; THENCE RUNINNG EASTERLY PARALLEL TOT THE NORTHERLY LINE OF SAID LOT 10, A DISTANCE OF 92.0 FEET; THENCE RUNNING NORTHERLY PARALLEL TO THE WESTERLY LINE OF SAID LOTS 10 AND 11, A DISTANCE OF 120.0 FEET TO THE NORTHERLY LINE OF SAID LOT 10; THENCE RUNNING WESTERLY ALONG AND UPON THE NORTHERLY LINE OF SAID LOT 10, A DISTANCE OF 92.0 FEET TO THE PLACE OF BEGINNING.</p> <p>AND</p> <p>A TRACT OF LAND IN LOT TEN (10) AND ELEVEN (11), BLOCK ONE (1), STEWART PLACE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT ELEVEN (11), SAID POINT BEING 130.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT TEN (10); THENCE EASTERLY PARALLEL TO THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 92.0 FEET; THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SAID LOT ELEVEN (11), A DISTANCE OF 53.0 FEET; THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF SAID LOT ELEVEN (11), A DISTANCE OF 92.0 FEET TO A POINT ON THE WEST LINE OF SAID LOT ELEVEN (11), THENCE NORTH ALONG THE WEST LINE OF SAID LOT ELEVEN (11), A DISTANCE OF 53.0 FEET TO THE POINT OF BEGINNING.</p>
MICHAEL R & JEAN A WILSON	<p>THE WESTERLY EIGHTY-EIGHT (88) FEET OF THE EASTERLY NINETY-FOUR AND THIRTY-THREE HUNDREDTHS (94.33) FEET OF LOT TEN (10), IN BLOCK ONE (1), STEWART PLACE SUBDIVISION AND A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT ELEVEN (11), BLOCK ONE (1), STEWART PLACE SUBDIVISION; THENCE RUNNING SOUTHERLY ALONG THE EAST BOUNDARY LINE OF LOT ELEVEN (11) A DISTANCE OF TWENTY-TWO (22) FEET; THENCE WESTERLY, PARALLEL TO THE NORTH LINE OF LOT TEN (10), A DISTANCE OF FIFTY-EIGHT (58) FEET; THENCE NORTHERLY, PARALLEL TO THE EAST LINE OF LOT ELEVEN (11), TO A POINT ON THE NORTHERLY LOT LINE OF LOT ELEVEN (11), THENCE SOUTHEASTERLY ALONG AND UPON THE NORTHERLY LOT LINE OF LOT ELVEN (11) TO THE POINT OF BEGINNING, ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.</p>
DIANNE G KELLEY	<p>SOUTH TWENTY-THREE (23) FEET OF LOT ELEVEN (11) AND THE NORTH FORTY-FOUR (44) FEET OF LOT TWELVE (12), BLOCK ONE (1), STEWART PLACE SUBDIVISION, HALL</p>

ORDINANCE NO. 9874 (Cont.)

	<p>COUNTY, NEBRASKA. A TRACT OF LAND IN LOT ELEVEN (11), BLOCK ONE (1), STEWART PLACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT ELEVEN (11), SAID POINT BEING 80 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT ELEVEN (11); THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT ELEVEN (11), A DISTANCE OF 92. FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT ELEVEN (11), A DISTANCE OF 3.0 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT ELEVEN (11), A DISTANCE OF 58.0 FEET TO A POINT ON THE EAST LINE OF SAID LOT ELEVEN (11); THENCE SOUTH ALONG THE EAST LINE OF SAID LOT ELEVEN (11), 30.0 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOT ELEVEN (11), 150.0 FEET TO A POINT ON THE WEST LINE OF SAID LOT ELVEN (11); THENCE NORTH ALONG THE WEST LINE OF SAID LOT ELEVEN (11), 27.0 FEET, TO THE POINT OF B EGINNING.</p>
--	--

SECTION 3. The following street in the district shall be improved by paving and other incidental work in connection therewith:

Circle Drive; Northwest Area of Stewart Place Subdivision in the City of Grand Island, Hall County, Nebraska.

Said Improvements shall be made in accordance with plans and specifications approved by the Engineer for the City of Grand Island.

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds, Hall County, Nebraska.

SECTION 6. This ordinance shall be in force and take effect form and after its passage and publication, without the plate, as provided by law.

- 3 -

ORDINANCE NO. 9874 (Cont.)

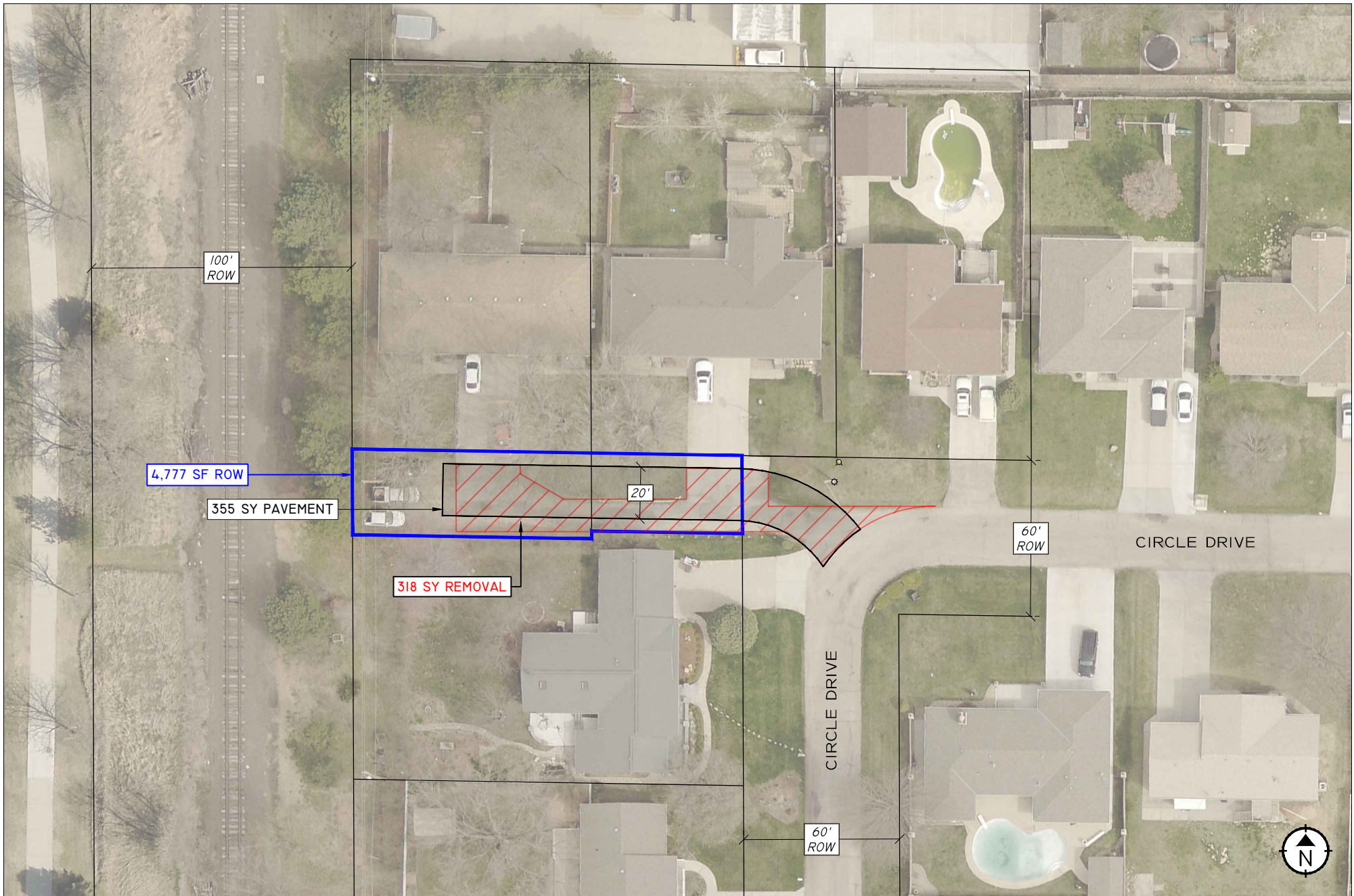
SECTION 7. After passage, approval and publication of this ordinance, without the plate, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

Enacted: March 8, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



CONCEPTUAL PAVEMENT EXHIBIT



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item F-2

#9875 - Consideration of Authorizing the Sale of land at the former Nebraska Veterans Home, to be subdivided as Lot 3 in Veterans Legacy South Subdivision, to CHI Nebraska

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: March 8, 2022

Subject: Ordinance Authorizing the Sale of Land to CHI Nebraska

Presenter(s): Jerry Janulewicz and Chad Nabity

Background

CHI Nebraska, a Nebraska nonprofit corporation, is seeking to purchase from the City a tract of land of 13+ acres located north of Capital Avenue and immediately west of the former Nebraska Veterans Home in Grand Island. If the City Council approves the proposed subdivision of the city-owned undeveloped property, the proposed sale involves what is described as Lot Three (3) in Veterans Legacy South Subdivision for a purchase price of \$318,575.00, which is calculated at \$25,000 per acre. The price per acre is consistent with observed sales of larger-size unimproved tracts that were not located within the US Highway 281/Webb Road corridor. In addition to the cost of the land, the purchaser will be required to pay its pro-rata costs for infrastructure to include street, sewer, and water as determined through assessment districts.

The City's undeveloped land is presently leased for row crop farming rented on a cash basis. The potential sale was discussed with the tenant whose lease provides that the city reserves the right to develop any part of the leased land. If any portion of the land is developed, the tenant will be reimbursed for any production expenses and rent incurred on the ground that is developed and which the tenant is not able to harvest the crop.

The proposed purchase sale agreement provides that the city will establish covenants on its remaining lands such as to prohibit surgery centers, pharmacies, medical clinics, imaging centers, or physical therapy clinics within 300 feet of lot 3 for a period of 10 years.

In addition to the above-mentioned price, the terms of the purchase sale agreement include the following terms:

- (i) Property taxes for 2021 will be paid by the City. Real estate taxes for the calendar year of the Closing will be prorated to the Closing Date based on the latest available tax rate and assessed valuation.
- (ii) Electricity and other utility charges for which Seller is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing.

- (iii) City shall be responsible for the cost of (i) preparing the Deed and (ii) one-half (1/2) of the revenue stamps/transfer taxes payable in connection with recording the Deed.
- (iv) Purchaser shall pay the cost of (a) title insurance, (b) one-half (1/2) of the revenue stamps/transfer taxes, and (c) the costs of recording the deed.
- (v) Escrow fees will be evenly divided between the parties.

Discussion

City Administration anticipates that proposed sale will provide a significant springboard for development of this underutilized property while reserving the land for the proposed State Veterans Cemetery and honoring the intent of the Veteran's Legacy Plan created for this property.

Alternatives

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

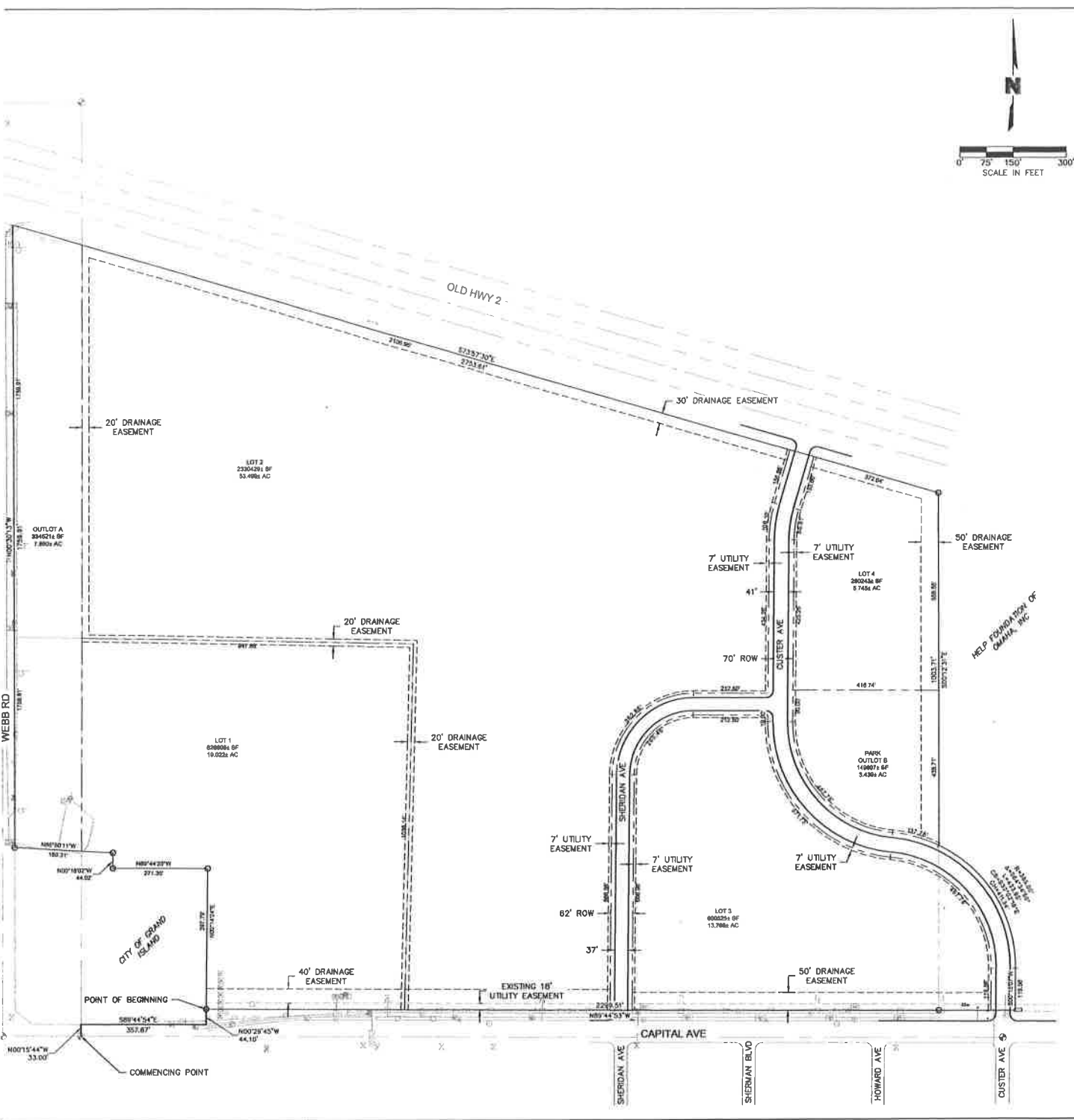
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue


Recommendation

City Administration recommends City Council approval of the Ordinance.

Sample Motion

Move to approve Ordinance #9875.





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

LOT LAYOUT

**VETERANS LEGACY SOUTH
PRELIMINARY PLAN**

GRAND ISLAND, NEBRASKA

REV. NO.	DATE	REVISIONS DESCRIPTION	REVISIONS

drawn by: BMG

checked by: BMG

approved by: BMG

project no.: 021-6388

drawing no.: 12.17.2021

SHEET

1 of 4

REAL ESTATE PURCHASE AND SALE AGREEMENT

[Lot Three (3), Veterans Legacy South Subdivision, City of Grand Island, Hall County,
Nebraska]

This Real Estate Purchase and Sale Agreement ("**Agreement**") is entered into as of the last date on which this Agreement has been executed by both parties as indicated under the signature lines for the parties (the "**Effective Date**") by and between the City of Grand Island, a body politic and corporate and a political subdivision of the State of Nebraska ("**Seller**"), and CHI Nebraska, a Nebraska nonprofit corporation, or its assignee/nominee ("**Purchaser**").

1. **Purchase and Sale.** Contingent upon and subject to subsequent agreement of the parties hereto regarding the specific location, area, and boundaries of the Land (as hereinafter defined), Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, in accordance with the terms and conditions set forth in this Agreement and for the Purchase Price set forth in Section 2 (i) a parcel of land containing approximately thirteen (13) acres in area located in parcel # 400145363, in the south half of Section Five (5), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska, as generally depicted on Exhibit A attached hereto (the "**Land**") and any and all improvements thereon (the "**Improvements**;" together, the Land and the Improvements are referred to in this Agreement as the "**Real Property**"); (ii) all appurtenances belonging to the Real Property (items (i) through (ii), collectively, the "**Property**"). If within 60 days following the Effective Date of this Agreement the parties have been unable to agree as to the specific location, area, and boundaries of the Land to be sold, this Agreement may be terminated by either Purchaser or Seller and Purchaser's Initial Payment (as hereinafter defined) shall be returned to Purchaser and all parties shall have no further obligations hereunder except for the indemnities and restoration obligation set forth in Section 4.D.

2. **Payment of Purchase Price; Initial Payment.**

- A. The total purchase price (the "**Purchase Price**") for the Property is Three Hundred Eighteen Thousand Five Hundred Seventy-Five Dollars (\$318,575). Notwithstanding the foregoing, the final Purchase Price shall be adjusted, upwards or downwards, as applicable, based on the results of the Survey (as defined in Section 5 below), at the rate of Twenty-Five Thousand Dollars (\$25,000.00) per acre for any deviation in area of the Land from fifteen (15) acres. Within five (5) business days after the Effective Date of this Agreement, Purchaser shall deposit with First American Title Insurance Company (the "**Title Company**" and the Title

Company acting in its role as escrow agent, the “Escrow Agent”) the sum of Twenty-five thousand Dollars (\$25,000.00) by federal wire transfer of immediately available funds or by check, subject to collection (such sum, together with any interest earned thereon or any additions made thereto, collectively, the “Initial Payment”). The Initial Payment shall be held by Escrow Agent in accordance with Section 2.B. below. At the time of closing of the purchase and sale of the Property (the “Closing”), the Initial Payment shall be applied to the Purchase Price. The balance of the Purchase Price shall be due and payable in full at Closing and shall be delivered by Purchaser by federal wire transfer of immediately available funds in time for receipt by Escrow Agent not later than 3:00 p.m. Central Time on the Closing Date (as defined in Section 7 below).

- B. The Initial Payment shall be held in escrow by the Escrow Agent in a federally insured account. Any interest earned on the Initial Payment shall become part of the Initial Payment. Except as otherwise provided in this Agreement, the Initial Payment shall be applied to the Purchase Price at Closing as provided under Section 2.A. above. The Escrow Agent shall have no liability to any party in acting or refraining from acting hereunder except for willful misfeasance and shall perform such function without compensation. In the event of any dispute between the parties to this Agreement, the Escrow Agent may deposit the Initial Payment with a court of competent jurisdiction for the purpose of obtaining a determination of such controversy.

3. Condition of the Property.

- A. The Property is being sold in “AS IS,” “WHERE IS,” “WITH ALL FAULTS,” ENVIRONMENTAL OR OTHERWISE, INCLUDING BOTH LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF SELLER WHATSOEVER. PURCHASER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND PURCHASER RELEASES SELLER FROM AND AGAINST ANY ACTION, LOSS, DAMAGE OR OTHER CLAIM AGAINST SELLER REGARDING THE CONDITION AND USE OF THE PROPERTY. PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, PURCHASER HAS ENTERED INTO THIS AGREEMENT WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY

BY THE SELLER AS TO THE CONDITION OF THE PROPERTY; AND THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MARKETABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, DESIGN, WORKMANSHIP OR OTHERWISE GIVEN BY SELLER TO PURCHASER IN CONNECTION WITH THIS TRANSACTION EXCEPT AS MAY BE SET FORTH IN THIS AGREEMENT.

THE PURCHASER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTY, PROMISE OR STATEMENT, EXPRESS OR IMPLIED, OF THE SELLER, OR ANYONE ACTING FOR OR ON BEHALF OF THE SELLER, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND ALL MATTERS CONCERNING THE PROPERTY HAVE BEEN OR SHALL BE INDEPENDENTLY VERIFIED BY THE PURCHASER AND THE PURCHASER SHALL PURCHASE THE PROPERTY ON THE PURCHASER'S OWN PRIOR INVESTIGATION AND EXAMINATION OF THE PROPERTY (OR THE PURCHASER'S ELECTION NOT TO DO SO). It is understood and agreed that the Purchase Price has been adjusted by prior negotiation to reflect that all of the Property is sold by Seller and purchased by Purchaser subject to the foregoing.

- B. Purchaser further acknowledges and agrees that Purchaser is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller and agrees (subject to its rights to terminate this Agreement pursuant to Section 4.E. of this Agreement) to accept the Property at the Closing and waive all objections or claims against Seller (including any right or claim of contribution) arising from or related to the Property or to any hazardous materials on the Property.

4. **Inspection Period.**

- A. Purchaser, at Purchaser's sole risk and expense, may inspect the Property, and make such investigations, tests and studies of the Property as Purchaser deems appropriate, subject to the terms, conditions and limitations of this Agreement during the period of time from the Effective Date until 5:00 p.m. Central on the date that is ninety (90) calendar days following the Effective Date, time being of the essence (the "**Inspection Period**"). Purchaser shall be entitled to conduct any soil tests or other invasive tests on the Property upon prior notice to

Seller. Purchaser shall promptly deliver to Seller copies of all written inspection results, tests and studies. Such inspections, tests and other activities on the Property ("**Purchaser's Studies**"): (i) shall not unreasonably interfere with Seller's use of the Property, (ii) shall not damage the Property, (iii) shall be commercially reasonable, (iv) shall not unreasonably disturb or interfere with the use of the Property or conduct of business by Seller or any tenants (and shall be subject to the rights of tenants), and (v) shall be conducted in accordance with customary standards and industry practices and in compliance with all laws, rules, regulations and other legal requirements. Following each entry by Purchaser, Purchaser, at Purchaser's sole cost and expense, shall, to the extent of any damage to the Property caused by Purchaser's inspection, restore the Property to the same condition as its original condition prior to any of Purchaser's Studies. All such restoration shall be fully completed prior to the end of the Inspection Period, time being of the essence, and such restoration obligations shall survive any termination of this Agreement. Seller shall cooperate with Purchaser in its inspection, but shall not be obligated to incur any liability or expense in connection therewith.

- B. Purchaser acknowledges that Seller has made or will within seven (7) days following the Effective Date make available to Purchaser certain documents, files, materials, data or information relating to the Property or the transactions contemplated by this Agreement (collectively, "**Property Information**"), and Purchaser accepts that such Property Information may not be accurate or complete and that Seller has not made any independent investigation or verification of any such information. Seller makes no representation or warranty whatsoever as to the accuracy, validity or completeness of any Property Information delivered by or on behalf of Seller to Purchaser; provided, however, that Seller represents, to Seller's Knowledge, such Property Information, excluding any reports or information delivered as to the environmental condition of the Property, is not materially false or inaccurate in a material respect. As used in this Agreement, "**Seller's Knowledge**" means the actual present (and not the constructive) knowledge of Seller's officials, officers, employees, agents, and consultants and does not imply that such individuals have or should have conducted any inspection, examination or other inquiry to determine the accuracy of any representation or other statement made "to Seller's Knowledge" in this Agreement. Seller shall not be obligated (i) to collect, provide, compile, deliver, or make available any Property Information other than written material information in Seller's possession or control.

- C. Prior to entering the Property, and throughout any period that it (or any of its agents, representatives or consultants) shall enter or be present upon the Property, Purchaser shall maintain (and, as applicable, cause its agents, consultants and representatives to maintain), at its and their expense, a policy of commercial general liability insurance, with a broad form contractual liability endorsement and with a combined single limit of not less than \$2 million per occurrence insuring against any injuries or damages to persons or property that may result from such entry and from any and all activities undertaken by or on behalf of Purchaser (or its representatives) during the course thereof. All of such insurance policies shall name Seller (and any entity reasonably designated by Seller) as an additional insured. All such insurance shall be on an "occurrence form" and otherwise be in such form(s) and with such insurance company(ies) as are reasonably acceptable to Seller. Prior to its first entry upon the Property, Purchaser shall deliver to Seller a copy of such insurance policy(ies) or a certificate(s) thereof stating that Seller may rely thereon.
- D. Purchaser shall indemnify, defend and hold Seller harmless from any and all claims, liabilities, costs or expenses arising out of such inspections of and entries onto the Property, including, but not limited to, liability for personal injury (including death) and property damage caused by Purchaser, its agents, employees and consultants and from and against any and all liens or other encumbrances filed against the Property in connection with any work performed as part of Purchaser's Studies. Purchaser, at its expense, shall cause the satisfaction or discharge of record all such liens and encumbrances within ten (10) days after notice or other knowledge thereof.
- E. If Purchaser, in its sole discretion, determines that the Property is suitable to Purchaser, Purchaser may by written notice to Seller (the "**Continuation Notice**") delivered to Seller on or before 5:00 p.m. Central of the last day of the Inspection Period, elect to proceed with the Closing. In the event of such timely delivery of the Continuation Notice, time being of the essence, the parties shall proceed with the Closing in accordance with and subject to the terms of this Agreement. In the event Purchaser does not deliver the Continuation Notice in a timely manner, Purchaser shall be deemed to have elected not to proceed with the Closing, in which event the Escrow Agent shall return the Initial Payment to Purchaser, and the parties shall have no further obligations hereunder except for the indemnities and restoration obligations set forth in Section 4.D, and any other provision of this Agreement that expressly survives termination

of this Agreement. If Purchaser does timely deliver the Continuation Notice, then at the end of the Inspection Period, the Initial Payment shall be nonrefundable, except only for (i) a Seller default under Section 14 that is not cured within the period set forth in Section 14, or (ii) any other failure of any other condition precedent to Purchaser's obligation to close hereunder, or (iii) as otherwise required under the terms of this Agreement.

- F. In the event a valid remonstrance petition objecting to the sale of the Property is certified by the County Election Commissioner to the Seller, this Agreement may be terminated by either Seller or Purchaser and the Escrow Agent shall return the Initial Payment to Purchaser, and all parties shall have no further obligations hereunder except for the indemnities and restoration obligation set forth in Section 4.D. and any other provision of this Agreement that expressly survives termination of this Agreement.
- G. If this Agreement is terminated or, if Purchaser does not purchase the Property on the Closing Date (as hereinafter defined), subject only to applicable postponements of the Closing that are expressly provided for herein, Purchaser shall cause all Property Information to be either returned to Seller or at Seller's written direction to be destroyed.

5. **Title and Survey.**

- A. Seller shall convey to Purchaser and Purchaser shall accept title to the Property (subject only to the Permitted Exceptions) conveyed by the Deed (as hereinafter defined). Title shall be subject to the matters set forth below (collectively, the "**Permitted Exceptions**"): (i) matters that are disclosed in the title commitment (the "**Title Commitment**") procured by Purchaser from the Title Company which Purchaser either fails to object with respect thereto in accordance with Section 5.B below or is otherwise deemed to have waived such Objection in accordance with Section 5.C below; (ii) any state of facts (including, without limitation, those relating to physical condition or variations in location or dimension) that are disclosed by a survey of the Property procured by Purchaser (the "**Survey**") which Purchaser either fails to object with respect thereto in accordance with Section 5.B below or is otherwise deemed to have waived such Objection in accordance with Section 5.C below; (iii) all covenants, easements, reservations, restrictions, agreements and other matters that are expressly provided for or permitted by this Agreement; (iv) any and all present and future laws, regulations, restrictions, requirements, ordinances, resolutions and orders affecting the Property (including, without limitation, any of the foregoing relating to zoning, building, environmental protection

and the use, occupancy, subdivision or improvement of the Property)(collectively, “**Laws**”); (v) all liens for real estate taxes, special assessments, and other governmental charges and impositions not yet due and payable; (vi) all recorded subdivision agreements; (vii) subject to Purchaser’s review and approval of the executed copy, the Farm Lease between Farmers National Company (“**Agent**”) and City of Grand Island (“**Owner**”) and Mike Panowicz and Matt Panowicz (“**Operator**”); (viii) any other matter that is either expressly waived by Purchaser in writing, or deemed waived by Purchaser or “discharged” pursuant to the terms of this Agreement; and (ix) the standard printed exceptions and exclusions to coverage, set forth in the form of title policy utilized by the Title Company other than (A) any of such standard printed exceptions that are customarily removed with a recent survey, and the Owner’s Affidavit contemplated by Section 10.A (ii) and (B) any so-called “gap coverage” exclusion, it being a condition to the Purchaser’s obligation to close hereunder, but shall not be an obligation hereunder for Seller to cause, the Title Company to agree at the Closing to insure over said gap between the effective date of the most recent Title Commitment and the Closing, subject to any otherwise allowed Permitted Exception.

- B. If, following the Effective Date, Purchaser determines that any matter affecting title to the Property is not satisfactory to Purchaser and which is either shown on the Title Commitment or Survey, Purchaser shall have until the earlier of (i) the date that is fifteen (15) days prior to the expiration of the Inspection Period, or (ii) ten (10) business days following receipt of both the Title Commitment and Survey (the “**Title Objection Date**”) to provide written notice (the “**Title Objection Notice**”) to Seller of its objection with respect thereto (each an “**Objection**”). Purchaser shall deliver or cause to be delivered to the Seller a copy of such Title Commitment, together with legible copies of all instruments identified as exceptions therein and such Survey and any survey updates, modifications and supplements, together with any legal description of the Real Property prepared in connection therewith by the third (3rd) business day following Purchaser’s receipt of the Title Commitment or Survey, as applicable (but in any event no later than the Title Objection Date).
- C. Seller may, within five (5) business days after receipt of the Title Objection Notice, notify Purchaser in writing whether Seller elects to attempt to cure such Objections. If Seller fails to give such notice, Seller will be deemed to have elected not to attempt to cure such Objections, in which case, Purchaser shall have the right to either deliver the Continuation Notice or choose

not to deliver the Continuation Notice prior to the expiration of the Inspection Period. If Purchaser delivers the Continuation Notice, Purchaser will be deemed to have waived such Objections. If Seller elects to attempt to cure such Objections and Purchaser has not otherwise terminated this Agreement under Section 4.E., Seller shall have the right to attempt to remove, satisfy or otherwise cure each Purchaser's Objection that Seller has agreed to attempt to cure for a period of thirty (30) days following Seller's receipt of the Title Objection Notice (the "**Cure Period**"). If Seller is unable to cure such Objections prior to the expiration of the Cure Period, Seller may extend the Cure Period for an additional forty-five (45) days (or if such 45th day is not a business day, to the next following business day), for the purposes of discharging, or attempting to discharge, any Objections. Purchaser may, nevertheless, accept such title as Seller may be able to convey, without reduction of the Purchase Price or any credit or allowance against the Purchase Price and without any liability on the part of Seller.

- D. Purchaser's sole remedy with respect to any Title Objection contained in a Title Objection Notice in which Seller has not expressly agreed to attempt to cure, or which Seller has elected to cure but has failed to effect such cure on or prior to Closing, shall be to terminate this Agreement or accept title to the Property subject to such Title Objection.
- E. The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed under this Agreement, except those, if any, which are herein specifically stated to survive Closing. Unless otherwise stated, no obligation, liability, representation or warranty of Seller shall survive Closing.
- F. Notwithstanding anything to the contrary contained herein, unless otherwise undertaken in writing by Seller, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify such Objections or to cure any of the same; provided, however, that at or before Closing Seller shall be obligated to discharge or cause to be discharged the following Objections (collectively, "**Seller's Discharge Obligations**"): (A) any Objection that constitutes a mortgage that Seller voluntarily created or assumed encumbering the Property, (B) any Objection that constitutes a consensual lien that Seller voluntarily causes to be recorded against the Property after the Effective Date and (C) any Objection that constitutes a mechanic's lien of record resulting from work that Seller has

performed or caused to be performed at the Property, provided that Seller shall have the right to bond off and remove any such mechanic's lien.

6. **Conditions to Closing.**

- A. Purchaser's obligation to purchase the Property shall not be contingent or conditioned upon Purchaser's ability to obtain, or Purchaser's receipt of, financing of any kind.
- B. Purchaser's required performance under this Agreement and obligation to purchase the Property shall be contingent upon and is subject to:

i. Purchaser obtaining an appraisal of the Property (the "**Appraisal**"), which Appraisal shall indicate an appraised value of not less than the Purchase Price (the "**Appraisal Contingency**"). The cost of the Appraisal shall be borne by Purchaser. This Appraisal Contingency is a limited one and must be satisfied within the Inspection Period. In the event Purchaser is unable to satisfy the Appraisal Contingency, Purchaser may either elect to (a) deliver the Continuation Notice, in which event this Agreement shall remain in full force and effect; or (b) choose not to deliver the Continuation Notice. In the event Purchaser does not deliver the Continuation Notice in a timely manner, Purchaser shall be deemed to have elected not to proceed with the Closing, in which event, the Escrow Agent shall return to Purchaser the Initial Payment and on payment this Agreement shall have no force and effect and neither party shall have any rights against the other. If the Continuation Notice is received by Seller prior to the last day of the Inspection Period, this Appraisal Contingency shall be deemed satisfied or waived without any further affirmative action on the part of either party; and

ii. The parties' mutual agreement regarding the form of Restrictive Covenant Agreement ("**RCA**") containing restrictive covenants to run with the land concerning the use of Seller's retained land within 300 feet of the Property ("**Seller's Property**"). If the parties are unable to agree upon the terms and conditions of such restrictive covenants, Purchaser may terminate this Agreement or accept title to the Property without such restrictive covenants recorded against Seller's Property. If Purchaser elects to terminate this Agreement pursuant to this Section 6.B.ii., the Escrow Agent shall return to Purchaser the Initial Payment and on payment this Agreement shall have no force and effect and neither party shall

have any rights against the other. The restrictive covenants to be included in the RCA and recorded against Seller's Property are reflected on Exhibit D attached hereto.

C. Seller's required performance and obligation to sell the Property shall be contingent upon and subject to:

- i. Seller's compliance with the requirements of Neb.Rev.Stat. §16-202 including published public notice of the proposed conveyance of the Property and completion of the statutory remonstrance period without Seller's receipt of any remonstrance petition signed by sufficient number of registered voters objecting to the sale of the Property within the time period allowed by statute; and
- ii. The parties mutual agreement regarding the RCA and the restrictive covenants to run with the land concerning use of Seller's Property. If the parties are unable to agree upon the terms and conditions of such restrictive covenants to be included in the RCA and recorded against Seller's Property, Purchaser may terminate this Agreement or accept title to the Property without such restrictive covenants recorded against Seller's Property.

7. **Closing.** The Closing shall occur during normal business hours thirty (30) days following the later of (i) the expiration of the Inspection Period, or (ii) the expiration of the Cure Period (as the same may be extended) (the "**Closing Date**") or as agreed between the parties. Closing shall take place at the offices of the Title Company, or at such other place as the parties shall mutually agree. Purchaser agrees to conduct closing through a pre-closing, escrow or other arrangement reasonably requested by Seller to facilitate closing mechanics and to reduce or eliminate the need for Seller and its attorneys to be physically present at the Closing. TIME SHALL BE OF THE ESSENCE with respect to Purchaser's obligation to effectuate the Closing no later than the Closing Date.

8. **Prorations, Apportionments and Adjustments at Closing.**

- A. The following shall be apportioned with respect to the Property as of 12:01 a.m., on the Closing Date, as if Purchaser were vested with title to the Property during the entire day upon which the Closing occurs:
 - (i) All special assessments and all real and personal property, ad valorem taxes for the calendar year preceding the year of the Closing will be paid by the Seller. Ad valorem taxes for the

calendar year of the Closing will be prorated to the Closing Date based on the latest available tax rate and assessed valuation.

- (ii) electricity and other utility charges for which Seller is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing.

B. The provisions and obligations of this Section 8 shall survive the Closing.

9. **Transaction Costs.** Seller shall be responsible for the cost of (i) preparing the Deed, (ii) one-half (1/2) of the revenue stamps/transfer taxes payable in connection with recording the Deed, and (iii) releasing all liens that constitute Seller's Discharge Obligations, including recording the applicable releases. Purchaser shall pay the cost of (i) conducting its due diligence studies, including any Appraisal, Title Commitment, and Survey, as well as the cost of all endorsements, if any, required by Buyer to be issued in connection with the owner's policy of title insurance, (ii) the premium payable in connection with the issuance by the Title Company of an ALTA standard owner's policy of title insurance in the amount of the Purchase Price, and (iii) one-half (1/2) of the revenue stamps/transfer taxes. Each party shall pay its own attorneys' and consultants' fees. The parties shall share equally payment of the cost of any escrow charges. The provisions of this Section 9 shall survive closing.

10. **Closing Documents and Deliveries.**

A. At the Closing, Seller shall deliver the following:

- (i) The executed and acknowledged Warranty Deed in the form attached hereto as Exhibit B (the "Deed"), subject to the Permitted Exceptions, sufficient for recording, conveying fee simple title to the Property which Purchaser shall cause to be recorded;
- (ii) A Certificate and Indemnity, in the form attached as Exhibit C;
- (iii) An affidavit of Seller pursuant to Section 1445(b) (2) of the Internal Revenue Code of 1986, as amended, stating that Seller is not a foreign person within the meaning of such Section;
- (iv) A closing statement, executed by Seller; and
- (v) Any other documents as may be reasonably required by the Title Company.

B. At the Closing, Purchaser shall deliver the following:

- (i) The Purchase Price, in cash or immediately available funds;
- (ii) A closing statement, executed by Purchaser; and
- (iii) Any other documents as may be reasonably required by the Title Company.

11. **Representations and Warranties.**

- A. Seller represents and warrants to Purchaser as of the Effective Date and as of the date of Closing that (i) the execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action on the part of Seller and does not require the consent of any third-party, (ii) the individual executing this Agreement on behalf of Seller has the authority to bind Seller to the terms of this Agreement, and (iii) Seller a body politic and corporate and a political subdivision of the State of Nebraska and has the power and authority to enter into and perform its obligations under this Agreement subject to the public right of remonstrance as provided by Nebraska Revised Statutes Sec. 16-202.
- B. Purchaser represents and warrants to Seller as of the Effective Date and as of the date of Closing that (i) the execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary action on the part of Purchaser and do not require the consent of any third-party, (ii) the individual executing this Agreement on behalf of Purchaser has the authority to bind Purchaser to the terms of this Agreement, and (iii) Purchaser is a duly organized corporation under the laws of the State of Colorado and in good standing under the laws of the State of Nebraska and has the power and authority to enter into and perform its obligations under this Agreement.
- C. Purchaser acknowledges and agrees that, except as expressly provided in this Agreement, Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to (i) the value, nature, quality, or condition of the Property, including the water, soil, and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses that Purchaser or any tenant may conduct thereon, (iv) the compliance of or by the Property or its operation with any law, statute, ordinance, regulation, rule, policy, order or other determination of any applicable governmental authority, (v) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property, (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, (vii) the manner, quality, state of repair, or lack of repair of the Property, (viii) compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including the existence in or on the Property of hazardous materials, or (ix) any other matter with respect to the Property.

Additionally, Seller shall not be liable or bound by any statement, representation or information made or furnished by any broker or other person representing or purporting to represent Seller, other than contained herein.

12. **Environmental.** Purchaser hereby agrees to release and hold harmless Seller, its parents, subsidiaries, officers, directors, agents, affiliates, successors and assigns, from and against any and all claims, lawsuits, liabilities, losses, damages, and expenses, of any nature whatsoever, including, without limitation, personal injury, property damage, damage to natural resources, costs of environmental investigation or response (including consultants' and attorneys' fees arising by reason of any of the aforesaid) arising directly or indirectly from, out of or by reason of the release, discharge, disposal, or other presence or existence of Hazardous Materials on, above, under, or in the Property and claimed or imposed under Environmental Laws; provided, however, that Purchaser agrees to hold harmless Seller only for such aforesaid items to the extent the underlying basis for the event or circumstances giving rise to the claim, lawsuits, liabilities, losses, damages, or expenses occurred and is properly attributable to the period after the Closing; and provided further, notwithstanding anything herein to the contrary, Purchaser does not release or agree to hold harmless Seller for any of the aforesaid items to the extent the underlying cause thereof arises from or otherwise is attributable to Seller's adjacent property (or any use thereof by Seller) or any other property beyond the Property being purchased by Purchaser hereunder. The term "Hazardous Materials" means any substance or material that is regulated, defined or designated by any governmental authority, (whether federal, state, county, municipal or other local authority) as hazardous, extremely hazardous, imminently hazardous, dangerous or toxic, or as a pollutant, contaminant or toxic waste. The term "Environmental Laws" means, collectively, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C.A. 9601 et seq., as amended; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C.A. 6901 et seq., as amended; the Clean Air Act ("CAA"), 42 U.S.C.A. 7401 et seq., as amended; the Clean Water Act ("CWA"), 33 U.S.C.A. 1251 et seq., as amended; the Occupational Safety and Health Act ("OSHA"), 29 U.S. 655 et seq.; and any other law, statute, ordinance, regulation, rule, policy, order or other determination of any governmental authority (whether federal, state, county, municipal or other local authority) imposing liability or establishing standards of conduct concerning any hazardous, toxic, radioactive, biohazardous or dangerous waste, substance or

materials, including without limitation, any regulations adopted and publications promulgated with respect thereto.

13. **Condemnation and Destruction.** Seller shall bear the risk of all loss or damage to the Property from all causes until Closing. In the event, at any time between the making of this Agreement and Closing, all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose, or any portion of the Property is damaged or destroyed by whatever cause, then Purchaser may elect either to: (i) terminate this Agreement, in which event Initial Payment paid by Purchaser shall be immediately refunded by the Title Company to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement; or (ii) proceed to Closing with no reduction in the Purchase Price, in which event Seller shall deliver to Purchaser at Closing a duly executed assignment of Seller's interest in all insurance proceeds payable as a result of any such fire or other casualty, if any, or all awards made and rights available as a result of the condemnation. In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "**Property**" as used herein shall thereafter refer to the Property less and except any-portion thereof taken by such condemnation.

14. **Failure of Conditions; Default.** If Seller defaults under this Agreement, and such default is not cured within ten (10) business days after Seller's receipt of written notice thereof from Purchaser, Purchaser at its sole option may: (i) terminate this Agreement by written notice delivered to Seller on or before the Closing, in which event Purchaser shall be entitled to full return of the Initial Payment, (ii) waive such defaults and proceed to Closing, (iii) grant Seller an additional thirty days to cure its default or (iv) enforce specific performance of this Agreement. Purchaser hereby knowingly waives any and all right to institute any action, claim or suit for damages against Seller with respect to any default by Seller hereunder. If Purchaser defaults under this Agreement, and such default is not cured within ten (10) business days after Purchaser's receipt of written notice thereof from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and receive from Escrow Agent the full amount of the Initial Payment required to be deposited as full liquidated damages. Seller and Purchaser agree that upon a default by Purchaser the damages that would be sustained by Seller will be uncertain and not readily ascertainable, but agree that the amount of the Initial Payment is a

reasonable estimate of such damage. If Purchaser closes the transaction which is the subject of this Agreement with actual knowledge that any of Seller's representations made in Section 11 are not true as of the date that such representation was made or as of the Closing Date, Purchaser shall be deemed to have waived any claim for misrepresentation or breach of warranty arising with respect to such particular representation. Nothing contained in this Section 14 shall in any way limit any indemnification (and any related hold harmless and defense) obligation of Purchaser or Seller pursuant to this Agreement. This Section 14 shall expressly survive the termination of this Agreement.

15. Limitations on Liability.

- A. Except as expressly provided in this Agreement, Purchaser forever irrevocably releases Seller, its officials, officers, employees, representatives and agents (the "**Seller Group**") from any and all liability and claims arising out of (i) Property Information or opinions made or furnished by or on behalf of Seller (except only for any representations of Seller that are expressly set forth in this Agreement) and (ii) failure or refusal by Seller to disclose or provide Property Information or opinions.
- B. In no event whatsoever shall any official, officer, shareholder, parent, member, manager, affiliate or agent of Seller or Purchaser have any obligation or liability arising from, or in connection with, this Agreement or the transactions contemplated herein.
- C. Neither Seller or Purchaser shall be liable for any indirect, incidental, speculative, punitive, special, or consequential damages of any kind including, but not limited to, loss of revenue, loss of goodwill, loss of business opportunity, loss of profits, losses related to third-party claims or any one or more of them arising in any manner from this Agreement or the performance or nonperformance of obligations related thereto regardless of the foreseeability thereof.
- D. The provisions of this Section 15 shall survive the Closing or the earlier termination of this Agreement.

- 16. Certificate of Occupancy and Zoning.** Purchaser shall be responsible for obtaining, at Purchaser's sole cost and expense, any certificate of occupancy, zoning permit, certificate or other similar municipal approval required in connection with the sale and transfer of the Property to the Purchaser. If any work is required in order to issue such certificate(s), such

costs shall be borne by Purchaser. Seller neither makes nor has made any representation to the Purchaser about the provisions or requirements of the applicable zoning ordinances.

17. **Assignment.** Purchaser shall not have the right to assign its interest in this Agreement without the prior written consent of Seller which consent shall not be unreasonably withheld.

18. **Notices.** All notices and other communications hereunder shall be addressed to the parties as follows:

If to Seller: City Clerk
 City of Grand Island
 100 East First Street
 Grand Island, NE 68802

And to:

 City Attorney
 City of Grand Island
 100 East First Street
 Grand Island, NE 68802

If to Purchaser: Common Spirit Health
 3400 Data Drive
 Rancho Cordova, CA 95670
 Attn: National Real Estate Services

And to:

 CommonSpirit Health
 3200 N. Central Avenue, 23rd Floor
 Phoenix, AZ 85012
 Attn: Legal Team

And to:

 CommonSpirit Health
 198 Inverness Drive West
 Englewood, CO 80112
 Attn: System SVP National Real Estate Services

Any notice, demand or other communication (each, a "notice") that is given pursuant to this Agreement by either Seller or Purchaser to the other party, shall be (i) given in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth above, and (iii) delivered via either (w) hand delivery, (x) nationally recognized courier service (e.g., DHL, Federal Express, Express Mail), or (y) certified U.S. mail postage prepaid with return receipt

requested. Any such notice shall be deemed given, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its attorneys. Each party may, from time-to-time, designate an additional or substitute required address(es) for notices delivered to it (provided, that such designation must be made by notice given in accordance with this Section 19.

19. **Parties Bound**. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns.

20. **Governing Law**. The laws of the State of Nebraska shall govern the validity, construction, enforcement and interpretation of this Agreement.

21. **Brokers**. Purchaser represents and warrants that Purchaser has not dealt with any broker, agent, finder or similar party in connection with the transaction contemplated hereby, and Purchaser hereby indemnifies and holds harmless Seller from any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity) arising out of the falsity of the foregoing representation.

Seller represents and warrants that Seller has not dealt with any broker, agent, finder or similar party in connection with the transaction contemplated hereby, and Seller hereby indemnifies and holds harmless Purchaser from any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity) arising out of the falsity of the foregoing representation. The provisions of this Section shall survive the Closing or any earlier termination of this Agreement.

22. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Neither this Agreement nor any memorandum thereof shall be recorded.

23. **Time of the Essence**. The parties hereto expressly agree that time is of the essence with respect to this Agreement.

24. **Entire Agreement**. This Agreement embodies the entire agreement of the parties with respect to the transaction herein contemplated, superseding all prior agreements and communications

whether oral or written. Any amendments hereto shall be in writing and executed by the party against whom enforcement of the modification is sought.

25. **Severability**. If any provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.
26. **Captions**. The captions of the various Section in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.
27. **No Offer**. This Agreement shall be of no force or effect unless and until a fully-executed copy, signed by all parties hereto, is delivered to both Seller and Purchaser. The submission of this Agreement to Purchaser for review does not constitute an offer or option to purchase the Property.
28. **Construction**. The parties acknowledge that the parties and their attorneys have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.
29. **Terminology**. As used in this Agreement, (i) the phrase “and/or” when applied to one or more matters or things shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question, (ii) the terms “herein” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular Section, unless expressly so stated, (iii) the term “including,” whenever used herein, shall mean “including without limitation,” except in those instances where it is expressly provided otherwise, (iv) the term “person” shall mean a natural person, a corporation, a limited liability company, and/or any other form of business or legal association or entity, and (v) the term “business day” shall mean any day other than a Saturday or Sunday or Federal holiday or legal holiday in the State in which the Property is located.
30. **Merger Provision**. All understandings and agreements heretofore had between the parties hereto with respect to the subject matter of this Agreement are merged into this Agreement (together with any and all documents executed and delivered contemporaneously herewith and therewith), which alone completely expresses their agreement, and this Agreement is entered

into after full investigation, neither party relying upon any statement or representation made by the other not embodied in this Agreement. No person or entity other than a party to this Agreement shall be entitled to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto.

31. **Non-Business Days.** If the date of Closing, the last day of the Inspection Period, or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the State of Nebraska, then the date for Closing, the last day of the Inspection Period, or such notice or performance shall be postponed until the next business day.

32. **Patriot Act Compliance.**

- A. Seller shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, on the transactions described in this Agreement. Seller is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.
- B. Purchaser shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, on the transactions described in this Agreement. Purchaser is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

33. **Non-Recordability.** This Agreement shall not be recorded by Purchaser, and all recordation officers are hereby directed not to record this Agreement. Any recordation by Purchaser shall be a default by Purchaser hereunder.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives,
executed this Agreement as of the Effective Date.

“SELLER”

City of Grand Island

By: _____

Roger G. Steele, Mayor

Date: _____

“PURCHASER”

CHI Nebraska

By: Travis Messina

TRAVIS MESSINA, SYSTEM SVP, NATIONAL REAL ESTATE

Date: 3/2/2022

LAND

Lot Three (3) Veterans Legacy South Subdivision, City of Grand Island, Hall County, Nebraska.

Drawing below for illustrative purposes only.

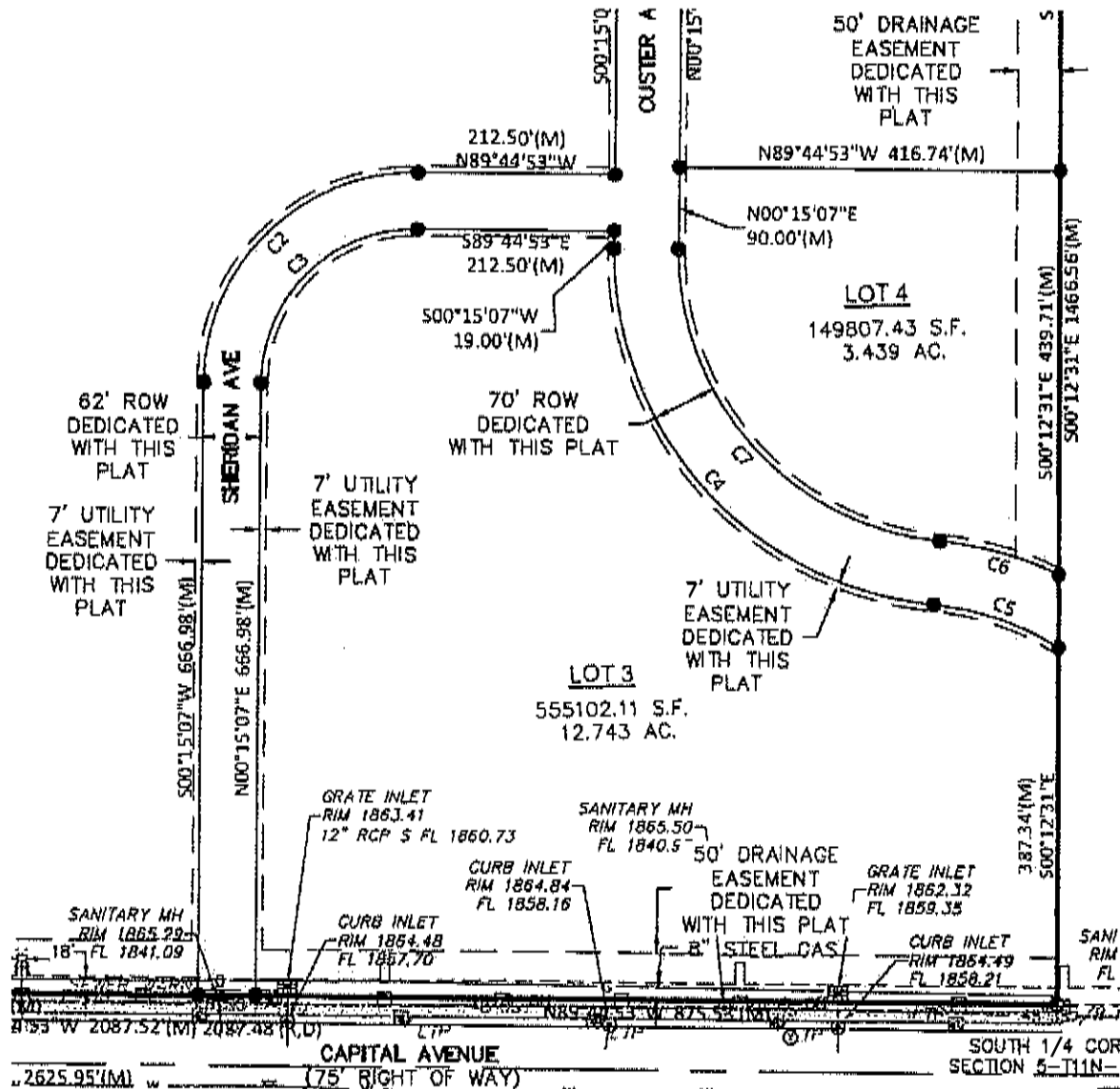


EXHIBIT B

Warranty Deed Form

[To be prepared and mutually approved during the Inspection Period]

EXHIBIT C

Certificate and Indemnity Form

[To be prepared and mutually approved during the Inspection Period]

EXHIBIT D

Restrictive Covenants on Seller's Property

"No surgery centers, medical clinics, imaging centers, pharmacies, or physical therapy clinics shall be permitted within 300 feet of the Property for a period of ten (10) years from the Closing Date."

ORDINANCE NO.9875

An ordinance approving a Purchase - Sale Agreement for the conveyance of property between the City of Grand Island ("City") and CHI Nebraska, a Nebraska nonprofit corporation ("Purchaser"); providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; and providing for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. The Purchase - Sale Agreement between City and Purchaser is hereby approved and authorized with respect to City's conveyance to Purchaser the following described real estate, to wit:

Lot Three (3), Veterans Legacy South Subdivision, City of Grand Island, Hall County, Nebraska (the "Property").

SECTION 2. In consideration for such conveyance the Purchaser shall pay be Three Hundred Eighteen Thousand Five Hundred Seventy Five Dollars (\$318,575.00) cash consideration at closing. City shall be responsible for the cost of (i) preparing the Deed and (ii) one-half (1/2) of the revenue stamps/transfer taxes payable in connection with recording the Deed. Purchaser shall pay the cost of (i) title insurance, (ii) one-half (1/2) of the revenue stamps/transfer taxes, and (iii) the costs of recording the deed. Escrow fees will be evenly divided between the parties. Real estate taxes for 2022 will be prorated to the date of closing. Conveyance of the real estate above described shall be by warranty deed pursuant to the terms and conditions of the Purchase - Sale Agreement between City and Purchaser.

ORDINANCE NO. 9875 (Cont.)

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the Grand Island Independent, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance petition against such conveyance is signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular city election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. If no remonstrance be filed against such conveyance, the Mayor may make, execute and deliver to CHI Nebraska a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 7. This ordinance shall be in force and take effect from and after its passage and publication in one issue of the Grand Island Independent as provided by law.

Enacted: March 8, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9875 (Cont.)



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-1

Approving Minutes of February 22, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 22, 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 22, 2022. Notice of the meeting was given in *The Grand Island Independent* on February 16, 2022.

Council President Vaughn Minton 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, Mike Paulick, Justin Scott and Chuck Haase. The following City Officials were present: City Administrator Jerry Janulewicz, Deputy City Clerk Jill Granere, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof and Public Works Director John Collins. Mayor Roger Steele was absent.

INVOCATION was given by Pastor Steven Peeler, Messiah Lutheran Church, 708 North Locust Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATION:

Recognition of Grand Island Senior High and Northwest High School Students Performance at the NSAA State Bowling Championships. Council President Minton recognized the Grand Island Senior High and Northwest High School Students on the NSAA State Bowling Championships.

PUBLIC HEARINGS:

Public Hearing on Redevelopment Plan for CRA No. 1 for Property located at 641 South Cherry Street and 1010 East Bismark Road (JNIK, LLC). Planning Director Chad Nabity reported that JNIK LLC was proposing to renovate the Super Bowl as a reception hall and add a coffee shop located at 1006 E. Bismark Road. They are further proposing as part of the development to create 46 residential lots on the property located north and east of the Super Bowl building to be served by city streets and utilities. Nabity further explained that the Super Bowl property was zoned CD Commercial Development Zone and the proposed uses are allowed an amendment to the DC Zone would be needed prior to construction of the coffee shop. The Hall County Regional Planning Commission held a public hearing on the plan amendment at the meeting on February 2, 2022 and they approved Resolution 2022-07 in support of the proposed amendment. Staff recommended approval.

The following people spoke in opposition:

- Yolanda (Jody) Powers, 123 N. Locust Street #805, Grand Island

The following people spoke in support:

- John Nikodym, 655 S. Cherry, Grand Island
- Ritz Anderson 2127 Viking Road, Grand Island

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. Building Director Craig Lewis reported the request for approval for a two year temporary conditional use permit at 1922 W. Schimmer Drive from Mid Nebraska Land Developers, LLC. The 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. A conditional use permit is required as the current zoning classification TA (transitional agriculture does not allow for this type of use. Staff recommended approval.

The following people spoke in support:

- Dan Most, Mid Nebraska Land Developers, Aurora, NE

The following people spoke in opposition:

- Dan Springer, 3662 S. Blaine, Grand Island
- Mark Galvan, 1707 Rainbow Road, Grand Island
- Jeff Page, 1804 Rainbow Road, Grand Island
- Leslie Probasco, 3648 S. Blaine, Grand Island
- Randy Gaard, 3204 S. Blaine, Grand Island

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

Approving Minutes of February 8, 2022 City Council Regular Meeting.

Receipt of Official Document – Tort Claim filed by Lumen Technologies.

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

#2022-40 - Approving Change Order #1 to Lacy Construction for Reconstruction of Rifle/Pistol Baffles at the Heartland Public Shooting Park - Parks & Recreation Department with Lacy Construction for an Increase of \$8,821.60 and a Revised Contract Amount of \$931,996.60.

#2022-41 - Approving Bid Award - 3rd Street Parking Lot Improvements with Hull Concrete Designs LLC of Fairbury, Nebraska in an Amount of \$39,487.00.

#2022-42 - Approving Purchase of Sanitary Sewer Collection System Flow Meters for the Wastewater Division of the Public Works Department with GPM Environmental Solutions, LLC of Blair, Nebraska in an Amount of \$52,989.67.

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

#2022-44 - Approving Bid Award for Curb Ramp Project No. 2022-CR-1 with Galvan Construction, Inc. of Grand Island, Nebraska in an Amount of \$106,440.04.

#2022-45 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2022 with The Diamond Engineering Co. of Grand Island, Nebraska in an Amount of \$797,330.00.

#2022-46 - Approving Bid Award for Crushed Rock for 2022 with Dobesh Land Leveling, LLC of Grand Island, Nebraska and NSG Logistics, LLC of Gothenburg, Nebraska.

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

#2022-48 - Approving Contract Renewal 2 of 2 for Annual Pavement Markings 2020 for the Streets Division of Public Works with Straight-Line Striping, Inc. of Grand Island, Nebraska in the Amount of \$137,048.50.

#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 with Eakes Office Solutions of Grand Island, Nebraska in the Amount of \$4,990.88.

REQUESTS AND REFERRALS:

A motion to amend the Consideration for Conditional Use Permit to add in the restriction of routes they could use by only using Schimmer Drive.

Motion by Guzinski, second by Nickerson to approve the Amendment to Conditional Use Permit to limit use only to Schimmer Drive. Upon roll call vote, all voted aye.

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 was related to the aforementioned Public Hearing. Staff recommended approval.

Discussion was held regarding the Conditional Use Permit and the operations and concerns.

Motion by Guzinski, second by Nickerson to approve Conditional Use Permit. Upon roll call vote, councilmembers Nickerson, Guzinski, Minton, Conley and Stelk all voted aye. Councilmembers Haase, Mendoza, Fitzke, Scott and Paulick voted no. Motion failed.

RESOLUTIONS:

#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 was related to the aforementioned Public Hearing.

Motion by Guzinski, second by Haase to approve Resolution #2022-50. Upon roll call vote, all voted aye. Motion adopted.

#2022-51 - Consideration of Approving Option to Lease Agreement-Former Armory Building. City Administrator Jerry Janulewicz reported that Grand Island Children's Museum, Inc. (the "Museum") was 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. Through discussions with the Museum's representatives, a proposed Option to Lease Agreement (the "Agreement") was developed. The Agreement provided 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.

Kelly Henry, 68 Ponderosa Drive, Grand Island spoke in favor.

Motion by Guzinski, second by Fitzke to approve Resolution #2022-51. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Fitze, second by Paulick to approve the payment of claims for the period of February 9, 2022 through February 22, 2022 for a total amount of \$4,630,351.87. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:45 p.m.

Jill Granere
Deputy City Clerk



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-2

#2022-52 - Approving Acquisition of Utility Easement - 2107 & 2011 Ellie Drive and 3724, 3728, 3736, 3740, 3752, & 3756 Jessie Lane (McCoy Meadows, LP)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2022-52

WHEREAS, a public utility easement is required by the City of Grand Island from McCoy Meadows, LP, to install, access, operate and maintain the water main and water service infrastructure; and

WHEREAS, a public hearing was held on March 8, 2022, for the purpose of discussing the proposed acquisition of a Three (3.0) foot wide easement and right-of-way tract located through a part of Lot Two (2), and Lot Three (3), Lot Four (4), and Lot Five (5) all in Block Two (2) of McCoy Meadows Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

TRACT 1

A three (3.0) foot wide tract of land located in a part of Lot Two (2), Lot Three (3), and Lot Four (4), all in Block Two (2), McCoy Meadows Subdivision in the City of Grand Island, Hall County, Nebraska, the boundary being more particularly described as follows:

Commencing at the Southwest corner of said Lot Two (2); thence northerly along the westerly line of said Lot Two (2), a distance of fifteen (15.0) feet to a point on the northerly line of an existing fifteen (15.0) foot wide Utility Easement platted in Instrument Number 201905605, filed in the Hall County, Nebraska Register of Deeds Office, said point being the ACTUAL Point of Beginning of Tract 1; thence continuing northerly along the westerly line of said Lot Two (2), a distance of three (3.0) feet; thence easterly and parallel with the northerly line of said fifteen (15.0) foot wide Utility Easement platted in Instrument Number 201905605, a distance of two hundred eighty-nine and fifty-six hundredths (289.56) feet to a point on the westerly line of an existing fifteen (15.0) foot wide Utility Easement conveyed to the City of Grand Island, Nebraska, recorded as Instrument Number 202004097 and filed in the Hall County, Nebraska Register of Deeds Office; thence southerly, along the previously described line, a distance of three (3.0) feet to a point on the northerly line of said fifteen (15.0) foot wide Utility Easement platted in Instrument Number 201905605; thence westerly, along the previously described line, a distance of two hundred eighty-nine and fifty-six hundredths (289.56) feet to the said Point of Beginning of Tract 1.

TRACT 2

A three (3.0) foot wide tract of land located in a part of Lot Five (5), Block Two (2), McCoy Meadows Subdivision in the City of Grand Island, Hall County, Nebraska, the boundary being more particularly described as follows:

Commencing at the Northeast corner of said Lot Five (5), thence southerly, along the easterly line of said Lot Five (5), a distance of seventy-four and twenty-four hundredths (74.24) feet to point on the southerly line of an existing fifteen (15.0) foot wide Utility Easement conveyed to the City of Grand Island, Nebraska, recorded as Instrument Number 202004097, and filed in the Hall County, Nebraska Register of Deeds Office; said point being the ACTUAL Point of Beginning of Tract 2.

Approved as to Form	<input checked="" type="checkbox"/>	City Attorney
March 4, 2022		

thence continuing southerly along the easterly line of said Lot Five (5), a distance of three (3.0) feet; thence westerly and parallel with the southerly line of said fifteen (15.0) foot wide Utility Easement conveyed to the City of Grand Island, recorded at Instrument 202004097, a distance of seventy-four and one hundredth (74.01) feet to a point on the easterly line of an existing fifteen (15.0) foot wide Utility Easement platted in Instrument Number 201905605; thence northerly, along the previously described line, a distance of three (3.0) feet to a point on the southerly line of said fifteen (15.0) foot wide Utility Easement conveyed to the City of Grand Island, recorded as Instrument Number 202004097; thence easterly along the previously described line, a distance of seventy-four and one hundredth (74.01) feet to the said Point of Beginning of Tract 2.

The above-described easement and right-of-way containing a combined total of total of .025 acres, more or less as shown on the plat dated 1/24/2022, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from McCoy Meadows, LP, on the above-described tract of land.

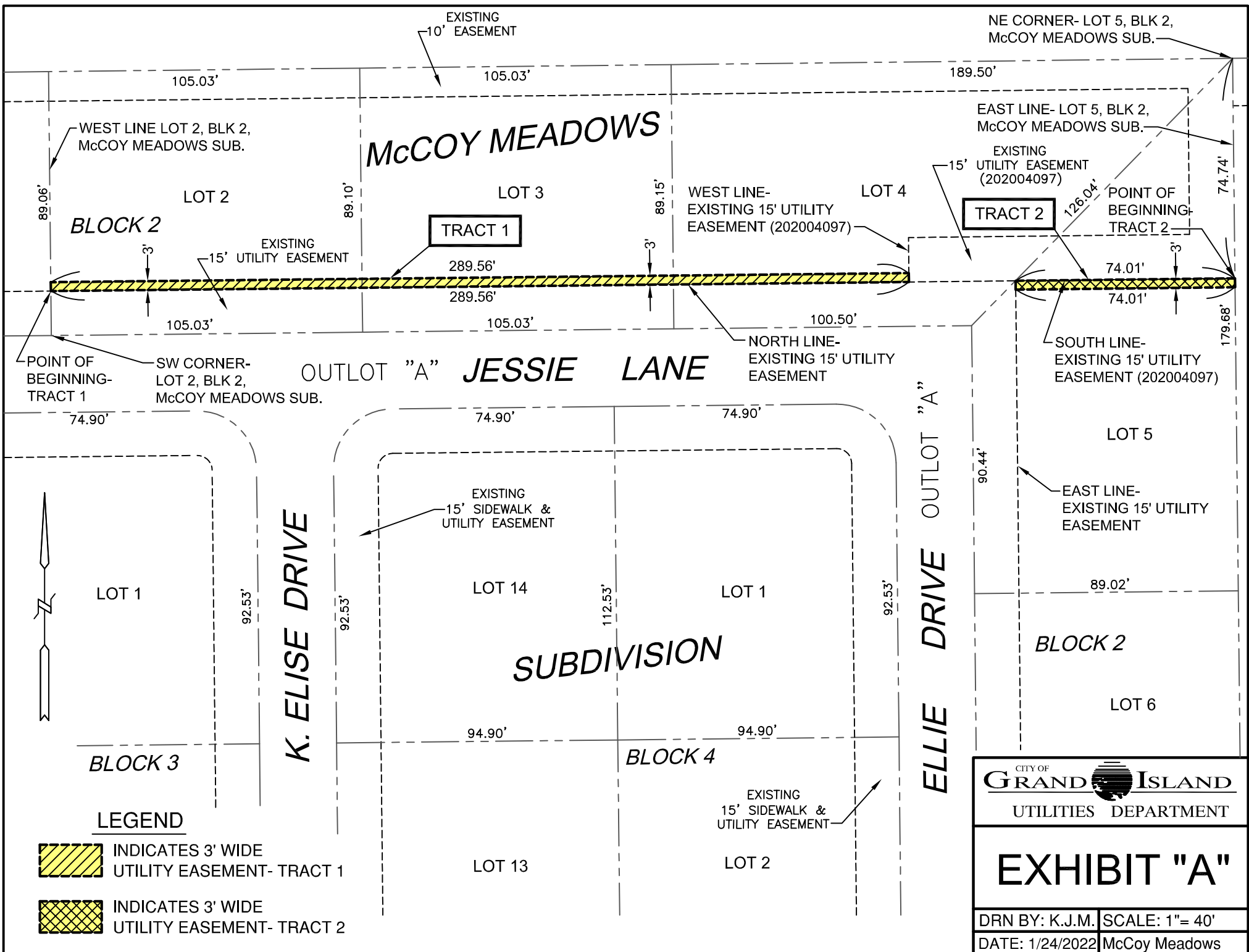
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-3

#2022-53 - Approving Water System Uranium Removal System

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Date: March 8, 2022

Subject: Water System Uranium Removal System

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

Background

The City's municipal water system is supplied primarily from its Platte River Well Field. This well field is comprised of 21 wells and a pumping station. Testing for State regulatory requirements in 2010 indicated composite uranium levels to be approaching the Maximum Containment Level (MCL) established by the EPA. On February 14th, 2012 Council approved a uranium removal water treatment plant at the wellfield with a 10 year contract with Water Remediation Technology to maintain the system. In the last ten years the system has successfully kept the uranium levels well below the MCL.

The current Uranium Removal System agreement will be expiring in July of 2022. Plant staff requested proposals for the next term of services along with equipment major maintenance that is required after 10 years of service and modifications to improve system flow.

Discussion

A Request for Proposal for the Water System Uranium Removal System was publicly advertised and a proposal from the following firm was received on February 10, 2022:

Water Remediation Technology	Westminster, Colorado
------------------------------	-----------------------

Using a matrix of the Department's established evaluation criteria, which included fees, company and personnel experience, contract forms, and proposal responsiveness, the proposal was independently reviewed by engineers of our plant management staff. The proposal from Water Remediation Technology of Westminster, Colorado is in the amount of \$921,690.00, adjusted annually for the Water System Uranium Removal System and \$226,825.00 for the proposed system maintenance and modifications. The original annual amount from 2011, subject to adjustment, was \$786,450.

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 Proposal for the Water System Uranium Removal system to Water Remediation Technology of Westminster, Colorado.

Sample Motion

Move to approve the proposal from Water Remediation Technology of Westminster, Colorado in the amount of \$921,690.00, adjusted annually for the Water System Uranium Removal System and \$226,825.00 for the proposed system maintenance and modifications.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
WATER SYSTEM URANIUM REMOVAL SYSTEM**

RFP DUE DATE: February 10, 2022 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: January 19, 2022

NO. POTENTIAL BIDDERS: 1

PROPOSALS RECEIVED

Water Remediation Technology
Westminster, CO

cc: Patrick Brown, Finance Director
Jerry Janulewicz, City Administrator
Lynn Mayhew, Assistant Utilities Director

Tim Luchsinger, Utilities Director
Stacy Nonhof, Purchasing Agent
Angi Schulte, Utilities Secretary

P2343

RESOLUTION 2022-53

WHEREAS, the City of Grand Island invited sealed proposals for Water System Uranium Removal Water, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 10, 2022, proposals were received, opened and reviewed; and

WHEREAS, Water Remediation Technology of Westminster, Colorado submitted a proposal in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such proposal being in the amount of \$921,690.00, adjusted annually for the Water System Uranium Removal System and \$226,825.00 for the proposed system maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Water Remediation Technology of Westminster, Colorado, in the amount of \$921,690.00, adjusted annually for the Water System Uranium Removal System and \$226,825.00 for the proposed system maintenance and modifications is hereby approved as the lowest responsible proposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2022.

Roger G Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2022	☐ City Attorney



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-4

#2022-54 - Approving Bobcat Excavator Lease Agreement for the Utilities Underground Division

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: March 8, 2022

Subject: Approving Lease Agreement for Bobcat Excavator

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Grand Island Utilities Department Underground Division routinely installs new underground electrical infrastructure for new residential, commercial and industrial developments. Oftentimes, crews are installing infrastructure in multiple locations at once. Up until a couple of years ago, the underground division was able to keep up with the amount of work with a single backhoe that is owned by the department. However, the last several years have been exceptionally busy requiring the routine rental of a small excavator to allow more crew flexibility. During calendar year 2020, approximately \$14,000 was spent on weekly and monthly rental charges for this unit. The decision was made to lease a unit in 2021 for \$5,800 providing a less expensive solution. A lease agreement for a similar unit for 2022 is \$6,800.

Discussion

The pricing of the lease is based upon Sourcewell, a government pricing organization. Bobcat is responsible for any repairs to the unit. Grand Island Utilities would only need to perform routine maintenance such as oil changes. The annual cost is significantly lower than the charges incurred during 2020 for the rental of the unit.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the lease agreement with Hometown Leasing for the amount of \$6,800.

Sample Motion

Move to approve the lease agreement with Hometown Leasing for the amount of \$6,800.

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of _____, 2022, between Hometown Leasing (Obligee) and City of Grand Island Utilities Department, Grand Island, NE (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2022 Bobcat E35 33HP R2-Series Compact Excavator, Serial #
_____.

Physical Address of Equipment after Delivery: 1116 W. N. Front St, Grand Island, NE 68801

RESOLUTION 2022-54

WHEREAS, the Grand Island Utilities Department, Underground Division routinely installs new underground electrical infrastructure for new residential, commercial and industrial developments; and

WHEREAS, crews are installing infrastructure in multiple locations at one time, and more than one backhoe excavator is needed; and

WHEREAS, the last several years have been exceptionally busy requiring the occasional rental of a small excavator to allow for more crew flexibility, and during 2020, approximately \$14,000.00 was spent on weekly and monthly rental charges for this unit; and

WHEREAS, a less expensive option would be an annual lease of the equipment for \$6,800.00 based upon Sourcewell, a government pricing organization.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Lease for the Bobcat Excavator for the Utilities Department, Underground Division is approved, and the Mayor is hereby authorized to sign the lease on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2022	☐ City Attorney



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-5

#2022-55 - Approving Public Transit Service Agreement Budget Amendment

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

Council Agenda Memo

From: Charley Falmlen, Transit Program Manager

Meeting: March 8, 2022

Subject: Approving Public Transit Service Agreement Budget Amendment

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

Background

The City of Grand Island became eligible for receipt of funds for public transit services from the Federal Transit Administration as a result of the City's status as a metropolitan statistical area. Commencing July 1, 2016, public transportation trips originating or terminating within the urbanized area of the City of Grand Island must be funded utilizing urban transportation funds from the Federal Transit Administration.

On June 25, 2019, via Resolution No. 2019-197, City Council approved an agreement with Senior Citizens Industries, Inc. for Public Transit Services. The initial agreement provided for services to June 30, 2022, with the City having the option of renewing the agreement on an annual basis for a two (2) year period, at which time proposals will be solicited. Compensation was approved at the following maximum annual rate:

July 1, 2019- June 30, 2020- \$697,213.17
July 1, 2020- June 30, 2021- \$718,129.57
July 1, 2021- June 30, 2022- \$739,673.46
July 1, 2022- June 30, 2023- \$761,863.66
July 1, 2023- June 30, 2024- \$784,719.57

Discussion

At this time Senior Citizens Industries, Inc. has requested a contract amendment for the remainder of their fiscal year, which ends June 30, 2022; as well as to their FY 2022/2023.

The request for the remainder of FY 2021/2022 (March 1, 2022- June 30, 2022) results in an increase of \$67,404.64, for a revised total amount of \$807,078.10. FY 2022/2023 (July 1, 2022- June 30, 2023) results in an increase of \$174,108.61, for a revised total amount of \$935,972.27.

The Covid-19 Pandemic has created significant challenges for transit systems across the United States, including CRANE Public Transit. Staffing shortages, drastically fluctuating ridership, and inflation have had a consequential impact on the resources necessary for Senior Citizens Industries to carry out transit service. Per the written request from Senior Citizens Industries, Inc., the increase request is based on the considerable rise in fuel costs, bus maintenance, office supplies, etc. The job market has also been affected, which necessitates an increase in base starting pay to attract and retain quality employees. Without provision of the necessary funding, CRANE Public Transit could face a reduction in service due to limited resources and exacerbated staffing issues.

The American Rescue Plan (ARP) provided funding to the City of Grand Island specifically for transit operations to address the impact of Covid-19. The total allocation of ARP funding was \$149,273 and these funds will be used to offset the contract amendment amount.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Public Transit Service Provider agreement budget amendment with Senior Citizens Industries, Inc. of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



304 E. 3rd St.
Grand Island, NE 68801
308-385-5308

January 28, 2022

City of Grand Island
Attn: Charley Falmlen
1016 Diers Ave., Suite 119
Grand Island, NE 68803

Dear Charley:

This letter represents a formal request for a contract amendment for the remainder of FY 21/22 and for FY 22/23. Senior Citizens Industries' FY 21/22 current urban contracted amount is \$739,673.46 and projected urban expenses for FY 21/22 are \$807,078.10, for an operating deficit of \$67,404.64. Senior Citizens Industries' FY 22/23 urban contracted amount is \$761,863.66 and projected urban expenses are \$935,972.27, for an operating deficit of \$174,108.61. After analysis of the current operating budget, it has become apparent that the amendment is necessary to maintain the high level of public transit service currently being provided.

Because of the considerable rise in inflation, all operational costs have increased. Transit fuel costs, for example, have increased significantly. Using the pre-covid period of July-December 2019 compared to the post-covid period of July-December 2021, transit fuel costs have risen 47.5% while ridership has risen 21%. Due to this unexpected rate of increase, all aspects of operations, from bus maintenance to office supplies, are being affected.

Another reason for the budget modification request is due to the severe impact COVID has had on the job market. As the economic climate throughout the state reflects an overall increase in base starting pay, this increase is necessary to continue to attract and retain quality employees.

Thank you for your consideration,

A handwritten signature in black ink that reads 'Pamela Lancaster'. The signature is fluid and cursive, with the first name 'Pamela' and last name 'Lancaster' clearly distinguishable.

Pamela Lancaster
Board President
Senior Citizens Industries, Inc.



PUBLIC TRANSIT SERVICE AGREEMENT BUDGET AMENDMENT

CONTRACTOR: Senior Citizens Industries, Inc.
AMOUNT OF CONTRACT: July 1, 2021- June 30, 2022- \$739,673.46
July 1, 2022- June 30, 2023- \$761,863.66
CONTRACT DATE: June 25, 2019

Per the written request from Senior Citizens Industries, Inc., the increase request is based on the considerable rise in inflation affecting fuel costs, bus maintenance, office supplies, etc. The job market has also been affected, which necessitates an increase in base starting pay to attract and retain quality employees.

July 1, 2021- June 30 2022-

Contract Price Prior to this Change Order.....	\$739,673.46
Net Increase/Decrease Resulting from this Change Order.....	\$ 67,404.64
Revised Contract Price Including this Change Order.....	\$807,078.10

July 1, 2022- June 30, 2023-

Contract Price Prior to this Change Order.....	\$761,863.66
Net Increase/Decrease Resulting from this Change Order.....	\$174,108.61
Revised Contract Price Including this Change Order.....	\$935,972.27

The Above Change Order Accepted:

Senior Citizens Industries, Inc.

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2022-55

WHEREAS, On June 25, 2019, via Resolution No. 2019-197, City Council approved an agreement with Senior Citizens Industries, Inc. for Public Transit Services. The initial agreement provided for services to June 30, 2022, with the City having the option of renewing the agreement on an annual basis for a two (2) year period, at which time proposals will be solicited. Compensation was approved at the following maximum annual rate:

July 1, 2019- June 30, 2020- \$697,213.17
July 1, 2020- June 30, 2021- \$718,129.57
July 1, 2021- June 30, 2022- \$739,673.46
July 1, 2022- June 30, 2023- \$761,863.66
July 1, 2023- June 30, 2024- \$784,719.57; and

WHEREAS, at this time Senior Citizens Industries, Inc. has requested a contract amendment for the remainder of their fiscal year, which ends June 30, 2022; as well as to their FY 2022/2023; and

WHEREAS, the request for the remainder of FY 2021/2022 (March 1, 2022- June 30, 2022) results in an increase of \$67,404.64, for a revised total amount of \$807,078.10; and

WHEREAS, FY 2022/2023 (July 1, 2022- June 30, 2023) results in an increase of \$174,108.61, for a revised total amount of \$935,972.27.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Transit Provider Agreement Budget Amendment by and between the City and Senior Citizens Industries, Inc. for the provision of public transit services should be, and hereby is, approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2022	☐ City Attorney



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-6

#2022-56 - Bid Award for On-Street Parking Restriping 2022

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: March 8, 2022

Subject: Bid Award for On-Street Parking Restriping 2022

Presenter(s): John Collins, Public Works Director

Background

The Streets Division of Public Works is responsible for maintaining the on-street parking restriping in the Downtown and a few other locations. Historically, the Streets Division would restripe the parking stalls once every two (2) years.

Below are examples of items that are restriped for on-street parking.



In years past, this work was performed by Streets Division staff and would typically take 10-12 working days, with a minimum four-person crew. With the ever increasing demand for daily services, such as locates, signal repairs, and sign repairs, it is not possible to

dedicate that many staff members without sacrificing other functions like storm sewer cleaning.

For reasons above, in 2020 bids were requested and the project performed by a striping contractor. This change was very positive for the Streets Division and Community as staff were able to attend to their daily functions and the contractor worked at night which greatly reduced disturbances to the downtown businesses and their customers.

Discussion

Bids were advertised on February 3, 2022 and sent to seven (7) potential bidders. Three (3) bids were received and opened on February 22, 2022. Bid summary is listed below:

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
Straight-Line Striping of Grand Island, NE	None	\$13,060.00
County Line Striping, LLC of Grand Island, NE	None	\$12,607.95
Precision Striping of Holdrege, NE	None	\$11,037.05

Public Works staff has reviewed Precision Striping's bid submittal and feels the submittal is fair and reasonable.

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 for On-Street Parking Restriping 2022 to Precision Striping of Holdrege, Nebraska in the amount of \$11,037.05.

Sample Motion

Move to approve awarding contract to Precision Striping of Holdrege, Nebraska in the amount of \$11,037.05.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 22, 2022 at 2:00 p.m.
FOR: On-Street Parking Restriping 2022
DEPARTMENT: Public Works
ESTIMATE: \$18,000.00
FUND/ACCOUNT: 21033505-85213
PUBLICATION DATE: February 3, 2022
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Straight-Line Striping</u> Grand Island NE	<u>Precision Striping</u> Holdrege NE
Bid Security:	Universal Surety Company	Cashier Check
Exceptions:	None	None
Bid Price:	\$13,060.00	\$11,037.05
Bidder:	County Line Striping LLC Grand Island NE	
Bid Security:	Cashier Check	
Exceptions:	None	
Bid Price:	\$12,607.95	

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 Supt.

P2350

RESOLUTION 2022-56

WHEREAS, the City of Grand Island invited sealed bids for On-Street Parking Restriping 2022, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 22, 2022, bids were received, opened and reviewed; and

WHEREAS, Precision Striping of Holdrege, 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 \$11,037.05.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Precision Striping of Holdrege, Nebraska, in the amount of \$11,037.05 for On-Street Parking Restriping 2022 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that a contract 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, March 8, 2022.

Roger Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2022	☐ City Attorney



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-7

#2022-57 - Approving Bid Award for St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: March 8, 2022

Subject: Approving Bid Award for St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1

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

Background

The St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1 is for the reconstruction of the parking lot at the southeast corner of South Front Street and Locust Street. The project will remove the existing damaged asphalt and replace with concrete.



On February 4, 2022 the Engineering Division of the Public Works Department advertised for bids for the St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1. There were twenty-four (24) potential bidders for this project.

Discussion

Five (5) bids were received and opened on February 22, 2022. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Base Bid</i>
Morten Construction, LLC of Kearney, Nebraska	None	\$121,654.80
Bigzby, Inc. of Grand Island, Nebraska	None	\$150,711.67*
The Diamond Engineering Co. of Grand Island, Nebraska	None	\$152,177.77
Mid Plains Construction Co. of Grand Island, Nebraska	None	\$168,155.00
Hull Concrete Designs, LLC of Fremont, Nebraska	None	\$177,080.69

**Corrected Bid*

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

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract for St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1 to Morten Construction, LLC of Kearney, Nebraska in the amount of \$121,654.80 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 22, 2022 at 2:15 p.m.

FOR: St. James Downtown Parking Lot Improvements;
Project No. 2021-PL-1

DEPARTMENT: Public Works

ESTIMATE: \$172,000.00

FUND/ACCOUNT: 27010001

PUBLICATION DATE: February 4, 2022

NO. POTENTIAL BIDDERS: 24

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island NE	<u>Hull Concrete Designs LLC</u> Fremont NE
Bid Security:	Universal Surety Company	Farmington Casualty Company
Exceptions:	Noted	None
Bid Price:	\$152,177.77	\$177,080.69
Bidder:	<u>Mid Plains Construction Co.</u> Grand Island NE	<u>Morten Construction LLC</u> Kearney NE
Bid Security:	Cashier Check	Old Republic Surety Company
Exceptions:	None	None
Bid Price:	\$168,155.00	\$121,654.80
Bidder:	<u>Bigzby Inc.</u> Grand Island NE	
Bid Security:	Cashier Check	
Exceptions:	None	
Bid Price:	\$150,711.95	

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Keith Kurz, Asst. PW Director

Catrina DeLosh, PW Admin. Coordinator
Patrick Brown, Finance Director
Tim Golka, PW Engineer
Michelle Soto, PW Eng. Tech.

P2351

RESOLUTION 2022-57

WHEREAS, the City of Grand Island invited sealed bids for St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on February 22, 2022 bids were received, opened, and reviewed; and

WHEREAS, Morten Construction, LLC of Kearney, 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 \$121,654.80; and

WHEREAS, Morten Construction, LLC's bid was below the engineer's estimate for the project; and

WHEREAS, funds are available in the Fiscal Year 2021/2022 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Morten Construction, LLC of Kearney, Nebraska in the amount of \$121,654.80 for St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2022	☐ City Attorney



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-8

**#2022-58 - Approving Purchase of One (1) New 12' Cut Mower for
Parks Operations - Parks & Recreation Department**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: March 8, 2022

Subject: Purchase of One (1) New 12' Cut Mower for Parks Operations

Presenter(s): Todd McCoy

Background

On October 26, 2021 City Council approved Resolution #2021-300 for the purchase of one (1) new Kubota Workman Utility Vehicle with Patriot Lift for a total of \$64,482.83.

The Parks Division was informed recently that the approved utility vehicle and lift will not be available this year. The Parks Division will re-request the utility vehicle and lift be purchased in the 2023 budget.

Discussion

Staff recommends utilizing the allotted funding to purchase one (1) new 12' Toro mower that was originally planned for the 2023 budget. The new mower will replace an existing 2016 John Deere 11' mower with 3,100 operating hours. The existing John Deere mower has been unreliable in recent years because of numerous hydraulic failures.

The equipment specifications awarded under the Sourcewell Cooperative Buying Group contract meet the requirements for the Parks Division. Midwest Turf and Irrigation of Omaha, Nebraska submitted a bid for the equipment with no exceptions. The purchase will be funded from capital account 41044401-85615.



Sourcewell Cooperative Buying Group Contract No. 062117-TTC
One (1) Z Master 7500-D 12' Mower \$62,499.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of one (1) new 12' Toro mower from Midwest Turf and Irrigation of Omaha, Nebraska. The total purchase price is \$62,499.00.

Sample Motion

Move to approve the purchase of one (1) new 12' Toro mower.

RESOLUTION 2022-58

WHEREAS, on October 26, 2021 City Council approved Resolution #2021-300 for the purchase of one (1) new Kubota Workman Utility Vehicle with Patriot Lift for a total of \$64,482.83; and

WHEREAS, the Parks Division was informed recently that the approved utility vehicle and lift will not be available this year; and

WHEREAS, staff recommends utilizing the allotted funding to purchase one (1) new Z Master 7500-D 12' Toro mower that was originally planned for the 2023 budget; and

WHEREAS, said mower can be obtained through the Sourcewell Cooperative Buying Group Contract holder Midwest Turf and Irrigation of Omaha, Nebraska; and

WHEREAS, purchasing one (1) new Z Master 7500-D 12' Toro mower through the Sourcewell Cooperative Buying Group Contract No. 062117-TTC meets all statutory bidding requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) new Z Master 7500-D 12' Toro mower in the total amount of \$62,499.00 through the Sourcewell Cooperative Buying Group Contract holder Midwest Turf and Irrigation of Omaha, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2022	☐ City Attorney



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-9

**#2022-59 - Approving Bid Award for Stolley Park Wading Pool
Demolition - Parks & Recreation Department**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director
Meeting: March 8, 2022
Subject: Approving Stolley Park Wading Pool Demolition
Presenter(s): Todd McCoy

Background

Replacing the Stolley Park wading pool with a new splash pad is included in the current City budget. The Stolley wading pool is near 40 years old and is labor intensive to maintain. A modern splash pad will require less maintenance and be an attractive addition to Stolley Park.

Construction of the new splash pad will begin as soon as possible after the removal of the wading pool. The splash pad is estimated to cost approximately \$200,000.00.

Discussion

The Parks and Recreation Department advertised for bids to demo the wading pool on February 6, 2022. Four (4) bids were received.

AMP Works, LLC, Grand Island, Nebraska	\$86,561.00
Ramos Brothers, Grand Island, Nebraska	\$62,770.10
Diamond Engineering Co., Grand Island, Nebraska	\$53,174.00
O'Neill Transportation & Equipment, Alda, Nebraska	\$39,312.00

City staff recommends accepting the low bid from O'Neill Transportation & Equipment of Alda, Nebraska in the amount of \$39,312.00.

Food and Beverage Tax proceeds will be utilized to complete the project.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that the City Council approve the bid from O'Neill Transportation & Equipment of Alda, Nebraska in the amount of \$39,312.00 to demo the wading pool at Stolley Park.

Sample Motion

Move to accept the bid from O'Neill Transportation & Equipment to demo the Stolley Park wading pool.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 23, 2022 at 2:00 p.m.
FOR: Stolley Park Wading Pool Demolition
DEPARTMENT: Parks & Recreation
ESTIMATE: \$77,000.00
FUND/ACCOUNT: 21100003-2000-30038
PUBLICATION DATE: February 6, 2022
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>The Diamond Engineering Co.</u> Grand Island NE	<u>O'Neill Transportation & Equipment</u> Alda NE
----------------	--	---

Bid Price:	\$54,274.00	\$41,312.00
Addendum #1:	1,100.00	\$ 2,000.00

Bidder:	<u>AMP Works, LLC</u> Grand Island NE	<u>Ramos Brothers</u> Grand Island, NE
----------------	---	--

Bid Price:	\$87,761.50	\$63,770.10
Addendum #1:	\$ 1,200.00	\$ 1,000.00

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

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

P2353

RESOLUTION 2022-59

WHEREAS, the City of Grand Island invited sealed bids for the Stolley Park Wading Pool Demolition according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on February 6, 2022, four (4) bids were received, opened and reviewed; and

WHEREAS, O'Neill Transportation & Equipment from Alda, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$39,312.00; and

WHEREAS, such project will be funded through the Food & Beverage Tax.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from O'Neill Transportation & Equipment from Alda, Nebraska in the total amount of \$39,312.00 for the Stolley Park Wading Pool Demolition is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2022	☐ City Attorney



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-10

#2022-60 - Approving Transfer of Funds to JackRabbit Run Golf Course Operating Account

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: March 8, 2022

Subject: Approving Transfer of Funds to JackRabbit Run Golf Course Operating Account

Presenter(s): Patrick Brown, Finance Director

Background

On December 8, 2020, Council approved the Golf Management Contract with Landscapes Unlimited. The contract is a five year agreement to employ and be responsible for all golf course staff and manage day-to-day operations which includes property maintenance, food and beverage, marketing, payroll processing, and programming.

Discussion

Landscapes Golf Management is requesting funding of \$85,000 for the operation of the City's JackRabbit Run Golf course. The request is per the City's contract with Landscapes Golf Management, specifically sections 3, 4, and 5 in the attached contract. Also attached is the formal request for funding and projected cashflow forecasted for February and March 2022 from Landscapes Golf Management.

The City of Grand Island along with Landscapes Golf Management are co-owners of the operating account at First National Bank of Omaha.

Alternatives

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

1. Consent to transfer \$85,000 to the JackRabbit Run Golf course account.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends Council consent to fund \$85,000 to the JackRabbit Run Golf course operating account per City's contract with Landscapes Golf Management.

Sample Motion

Approve to consent to fund \$85,000 to the JackRabbit Run Golf course operating account per City's contract with Landscapes Golf Management.

Operational Funding Request

To: City of Grand Island

From: Landscapes Golf Management on behalf of Jackrabbit Run Golf Course

The 2021 season at Jackrabbit Run golf course was very successful. Most importantly, we were able to assemble a reliable staff that has elevated the experience of our customers. In our first season, the business was able to exceed our budgeted levels of earnings and we are showing even more progress in 2022.

While we are very proud of our progress, we are not yet operating the business at a cash-positive level. As a result, Jackrabbit Run would like to request funding of \$85,000 to support the operational needs of the facility and to ensure timely payments to our vendors.

Most recently, our accounting team is needing to submit payment for an invoice related to storm damage. Thankfully, we are able to get reimbursed for this invoice through FEMA, however the course is not able to receive the reimbursement dollars unless this invoice is paid in full.

We greatly appreciate your attention to our request and look forward to continuing to improve the golf course operations financially and for the overall betterment of the community.

Sincerely,

Devon Kastler

Regional Operations Manager

Jackrabbit Run Golf Course

Forecasted February - March

Cash Available - FNBO x9916	51,846.43	Comment
\$50,000 Reserve per Management Contract	(50,000.00)	
Less O/S checks - FNB	(2,721.19)	
Projected Revenue - February	10,000.00	Estimate
Projected Revenue - March	<u>40,000.00</u>	Estimate
Operating Cash Balance	49,125.24	

Upcoming Cash Needs		Due	
February			
Check	Landscapes Golf Management	1st	Cleared
Check	IPFS Corporation (LGM)	1st	Pending 2022 Allocations
Check	UMR	1st	Cleared
Check	Ameritas	1st	O/S
Check	Mutual of Omaha	1st	Cleared
Check	Lincoln National Life	1st	Cleared
ACH	Payroll (PPE 2/6 Post 2/9)	9th	Cleared
ACH	Sales Tax - City of Grand Island	10th	O/S
Check	Blackhills Energy	14th	Cleared
ACH	Payroll (PPE 2/20 Post 2/23)	23rd	Estimate
ACH	First National Bank P-Card Payment	23rd	Actual
ACH	City of Grand Island Utilities	Various	Estimate
Check	Sysco	Weekly	Estimate
Check	LGM Reimbursement	Various	Estimate
Check	Insurance Claims	Various	Estimate
ACH	Alcohol Vendors	Weekly	Estimate
March			
Check	Landscapes Golf Management	1st	Actual
Check	IPFS Corporation (LGM)	1st	Estimate
Check	UMR	1st	Estimate
Check	Ameritas	1st	Estimate
Check	Mutual of Omaha	1st	Estimate
Check	Lincoln National Life	1st	Estimate
ACH	Payroll (PPE 3/06 Post 3/09)	9th	Estimate
ACH	Sales Tax - City of Grand Island	10th	Estimate
Check	Blackhills Energy	16th	Estimate
ACH	Payroll (PPE 3/20 Post 3/23)	23rd	Estimate
ACH	First National Bank P-Card Payment	23rd	Estimate
ACH	City of Grand Island Utilities	Various	Estimate
Check	Sysco	Weekly	Estimate
Check	LGM Reimbursement	Various	Estimate
Check	Insurance Claims	Various	Estimate
ACH	Alcohol Vendors	Weekly	Estimate
Cash Requirements		65,086.85	
Operating Cash Surplus/(Shortfall)		(15,961.61)	
Payables Allocation for Cash Position 02.15.22		0.00	
Payable Allocation		<u>53,302.18</u>	
O'Neill Wood Resources Invoice 5330 (Rcvd 02/23)		11,000.00	Will be reimbursed by FEMA, pending approval
Cash Carried Forward		<u>(80,263.79)</u>	
Date of last deposit:		2/9/2022	

Payables Recap		
	Amount	
Past Due 61-90 days	(34.55)	\$38,482.18 In AP as of 2.15.22
Past Due 31-60 days	-	\$0.00 Less Payables for Cash Position 2.15.22
Past Due 1-30 days	2,459.02	\$0.00 Less Fleet Management
Current - Due Next 30 days	9,851.93	(\$6,180.00) Less Mgt Fee
Future	26,205.78	\$21,000.00 Estimate \$3k per week in all other invoices. 12 weeks January - March
Total Payables	38,482.18	\$53,302.18 Total Estimated
Amount to be distributed (per above)	<u>2,540.50</u>	
Continued Carry of outstanding payables	<u>35,941.68</u>	

Management Agreement

This MANAGEMENT AGREEMENT (“Agreement”) is made and entered into as of December 14, 2020 (the “Effective Date”) by and between the City of Grand Island, a (hereinafter referred to as “Owner”), and Landscapes Golf Management, LLC a Nebraska limited liability company (hereinafter referred to as “Manager”).

Recitals

Owner desires to provide for the operation and management of the clubhouse, golf course, cart facility, maintenance building and appurtenances, and any other golf course or golf related facility owned by Owner and situated on the real property located at 2800 N Shady Bend Rd, Grand Island, NE 68801, commonly known as Jackrabbit Run Golf Course (collectively referred to as the “Course”).

Manager is in the business of operating and managing golf courses and has experience and expertise related to golf course operation and management.

Owner desires to retain Manager to manage and operate the Course on behalf of Owner pursuant to the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. TERM OF AGREEMENT.

1.1. Term. The term of this Agreement will begin on the Effective Date and terminate December 13, 2025 (the “Term”), unless sooner terminated according to the terms and provisions hereof or extended by mutual written agreement of the parties.

1.2. Early Termination. The parties agree that Owner may terminate this Agreement without penalty, beginning on October 1, 2023 if Manager fails to achieve Net Operating Income showing a loss of no more than Fifty Thousand Dollars (-\$50,000) for the Owner’s fiscal year ending September 30, 2023. If Owner elects to exercise the termination option provided by this section, Owner shall provide Manager with at least sixty (60) days’ written notice prior to the effective date of termination.

2. SERVICES TO BE PERFORMED BY MANAGER. During the Term of this Agreement, Manager will supervise, manage, direct and operate the Course, which will include, but not be limited to, collecting and disbursing all monies, negotiating and managing leases and contracts, employing all employees, promoting and managing the Course, purchasing and selling food, beverages, merchandise, supplies and services, purchasing and maintaining

insurance coverage on behalf of the Course, handling disputes with third parties, collecting and paying all appropriate taxes and performing all other day-to-day activities relative to the Course. With respect to the operation of the Course, the parties hereto agree as follows:

2.1. Owner Authorization. Owner hereby grants and delegates to Manager the authority and the responsibility necessary to permit Manager to perform its duties under this Agreement and to do any and all acts deemed necessary or desirable for operation and maintenance of the Course and agrees to take such additional steps as are necessary to evidence such delegation and authorization as is reasonably requested by Manager. Owner hereby grants to Manager the use and occupancy of the Course during the Term of this Agreement or any renewal hereof for said purposes. Owner will not grant to any third party any rights to use or occupancy of all or any part of the Course during the Term of this Agreement without Manager's prior written consent, nor will Owner interfere with Manager's ability to perform its duties under this Agreement consistent with Manager's good faith business judgment.

2.2. Major Decisions. Manager will submit proposals to Owner for major expenditures, improvements or events that impact the Course ("Major Policy Decisions"), including, but not limited to, capital improvements and expenditures and the Annual Budgets (as defined in Subsection 2.c below). Manager will secure Owner's prior approval of all Major Policy Decisions. Manager will, to the best of its ability, operate the Course in accordance with the Major Policy Decisions approved by Owner.

2.3. Annual Budgets.

2.3.1. Not later than June 1 of each calendar year during the Term of this Agreement or any renewal hereof, Manager will submit a written business plan and a proposed operating budget (the "Proposed Annual Budget") to Owner for the upcoming fiscal year, except for the first year of this Agreement Manager will submit the Proposed Annual Budget to the Owner within ninety (90) days following the Effective Date. The Proposed Annual Budget will specify the amount of working capital required to continue operations of the Course for the upcoming fiscal year in light of all Major Policy Decisions; all anticipated expenses required to maintain a reasonable level of services, equipment, supplies and inventory; and all projected expenses for long term capital improvements and equipment. Owner acknowledges and agrees that all budgets are based solely on Manager's judgment and the facts and circumstances known by Manager at the time of preparation and Manager does not warrant or guarantee the results of operations or performance set forth in any budgets prepared for the Course.

2.3.2. Owner must approve or reject the Proposed Annual Budget within thirty (30) days of its receipt by Owner. Owner's failure to reject the Proposed Annual Budget

within such time period will be deemed an acceptance by Owner of the Proposed Annual Budget as submitted by Manager. The Proposed Annual Budget, once approved (or deemed approved) by Owner, will be referred to as the "Annual Budget." In the event Owner and Manager cannot agree on a Proposed Annual Budget, Manager will be entitled to continue operation of the Course in accordance with the Annual Budget for the prior year, subject to increases in Expenses required due to matters beyond the control of Manager, until such time as a new Proposed Annual Budget is approved by Owner.

2.4. Promotion of Golf Activities. Manager will implement a marketing plan for the Course and coordinate and direct all work done in the promotion, advertisement and public relations with respect to the Course. Manager will coordinate the creation or modification of graphics, logos and other visual materials for letterheads, envelopes, temporary and permanent signs, brochures, websites, information profiles, progress reports, press releases and bulletins. Manager may indicate on the premises and on such promotional, advertising and public relations materials that the Course is being managed by Manager.

2.5. Course Personnel.

2.5.1. Manager will, in its sole discretion and at the expense of the Owner, employ the Course personnel. Such personnel will include a general manager responsible for the day-to-day operation and management of the Course, maintenance personnel to professionally maintain the Course, other on-site management personnel, staff, and others deemed by Manager to be appropriate for the efficient operation of the Course. Such personnel will be hired, employed, evaluated, promoted and terminated by Manager, except that Manager may, in its sole discretion, elect to have some routine or specialty functions performed by independent contractors and engage such contractors for that purpose as an Expense of the Course. In no event shall any employees employed by Manager at the Course be considered employees of the Owner, nor shall any of Manager's employees be eligible for any benefits or pay from the Owner. At all times, Manager shall provide the Owner with the names and current telephone numbers (business, cell phone, and home number, if applicable) of the general manager and golf course superintendent.

2.5.2. Manager shall make a good faith effort to interview and employ any employee who is currently employed by Owner at the Course and who is displaced as a result of this Agreement, but Manager shall not be obligated to offer employment to any such employees. Manager shall employ qualified personnel with skills and certifications appropriate to the position to which they are appointed. Manager shall comply with all federal, state and local laws and regulations pertaining to

equal employment opportunity, Americans with Disabilities Act, and prohibition of unlawful discrimination in all hiring and employment decisions. Manager shall also have in place policies that prohibit any form of unlawful harassment and policies promoting a drug-free workplace, including reasonable drug testing policies.

2.6. Food, Beverage and Merchandise.

- 2.6.1. Owner will permit the sale of beer, wine and liquor at the Course. Manager will cause the general manager of the Course to apply for and obtain necessary city, county and/or state liquor licenses, as applicable, and all other permits, licenses and approvals required for operation of the Course; provided, however, that Owner retains the right, for good cause shown, to decline to have the general manager as the individual designated on the liquor license or to terminate such designation. It is understood that Manager cannot guarantee factors outside of its control that may prohibit the timely issuance of the liquor licenses or other licenses, permits or approvals. Owner and Manager will cooperate with the general manager in obtaining such licenses, permits and approvals, and if required by applicable city, county or state law, Owner will hold such licenses, permits and approvals in accordance therewith. Manager will pay all applicable Course licenses and permit fees when due as an Expense of the Course. Any monetary penalties imposed against the Course or the Owner for license violations will be Manager's responsibility and will be paid by Manager from its own funds to the extent the license violation was the result of Manager's negligence (i.e., failure to train or failure to supervise Manager's employees at the Course).
- 2.6.2. Manager will purchase and sell such other food, beverage and merchandise at the Course for such prices as Manager deems prudent. This includes beverage cart services on the Course and an adequate supply and variety of quality pro shop inventory for resale in the pro shop. The hours of operation for the beverage cart, food services and pro shop shall be determined by Manager, in its reasonable discretion. Manager will remit all sales tax collected on Course sales as and when due.

2.7. Maintenance Services.

- 2.7.1. Manager shall maintain the course, grounds and landscaping within the boundaries of the Course. Manager shall also maintain the parking area in a good and usable condition, including sanitation, pot hole repairs, and signage but excluding Capital Improvements. All costs for maintenance shall be an Expense of the Course.

- 2.7.2. As an Expense of the Course, Manager shall be responsible for the maintenance and repair, and for purchasing all supplies, parts, and equipment for all buildings, structures, fixtures, and Owner-owned equipment, which may now or hereafter exist on or in the Course, inclusive but not limited to the maintenance of the landscaping, irrigation system, maintenance buildings, grounds, cart paths, and course turf, excluding Capital Improvements.
- 2.7.3. Manager shall exercise general supervision over and shall be responsible for the proper use, care, and maintenance of all Owner-owned equipment used for Course operations, inclusive of but not limited to golf carts, mowers, utility vehicles, sand rakes, aerators, tractors, power equipment, etc. Manager shall keep a log of repairs to equipment, which shall be available for the Owner to review at any time. If equipment becomes inoperable, inefficient, or unsafe, the Manager will immediately provide Owner written notice. The decision to replace equipment is solely at the Owner's discretion. Equipment and parts damaged by the gross negligence of Manager or Manager's employees or agents shall be repaired or replaced by Manager at Manager's sole expense.
- 2.7.4. Manager shall be responsible for the maintenance and repair of the water well and sanitary sewer system. Any maintenance or repair cost in excess of \$5,000 in a fiscal year shall require the prior written approval of Owner's City Administrator. Costs of maintenance and repairs shall be an Expense of the Course.

2.8. General Operations.

- 2.8.1. Manager agrees to enforce all rules and regulations adopted by the Owner covering the conduct of the public and services offered in the use of the Course as it relates to the performance of services under this Agreement.
- 2.8.2. Owner, in consultation with Manager, shall determine and set the green fees, including golf membership fees Manager shall charge and shall provide a schedule of such fees in writing to Manager. Any changes to the fee schedule are subject to prior written approval of the Owner. All tournament fees, fees for rental of golf carts, driving range fees, golf clubs, and golf bags shall be set by Manager, and shall be comparative and competitive with other quality public golf courses in Grand Island, Nebraska. Manager shall honor all pre-existing, pre-paid golf memberships. At no time shall fees be greater than the Owner approved rates as established by resolution.
- 2.8.3. Manager shall coordinate with existing leagues and associations to host tournaments at the Course, and shall seek out new leagues, and associations in an effort to increase the number of tournaments scheduled at the Course. Manager

shall support the leagues, tournaments, and associations while maintaining a fair and equitable tee sheet. Manager shall consummate arrangements for tournaments with golf associations and leagues, as well as concessionaires, licensees, or other group event users of the Course.

2.8.4. Manager shall take all reasonable actions to protect the safety of all employees, customers, and Owner's representatives. Manager shall comply with all safety and environmental regulations of federal, state, and local governmental agencies, and applicable federal occupational, health, and safety laws and regulations. Manager shall correct any unsafe conditions to the Course as an Expense of the Course, or notify the Owner of any potentially unsafe conditions, as well as any potentially unsafe practices occurring thereon. Manager shall cooperate fully with the Owner in the investigation of any accidental injury or death occurring at the Course and shall submit within twenty-four (24) hours to the Owner an accident report.

2.8.5. Manager shall be responsible for securing necessary contracts or other appropriate agreements to acquire electricity, water, sewer, solid waste, and other utility services necessary for the normal operations of the Course. Furthermore, the Manager shall be responsible to consummate arrangements with concessionaires, licensees, etc. that may be associated with the Course. All leases, contracts, purchases, and other agreements relating to the operation and maintenance of the Course entered into during the Term shall be entered into by the Owner as the contracting party and managed by Manager.

2.9. Additional Duties and Responsibilities of Manager.

2.9.1. Manager shall not make substantial alterations, additions, changes, or revisions to the Course without prior written consent of the Owner.

2.9.2. Manager shall, as part of its services hereunder and without additional compensation, make its staff available to Owner upon request for consultation regarding the Course, including, but not limited to business operations, marketing and promotions, additional equipment, repairs, Capital Improvements or projects, which may include modifications to structures or the course.

2.9.3. Manager shall provide assistance and consulting services to the Owner in the transition of management and operations of the Course if a new operating entity (Manager) is selected or if the Owner assumes operations of the Course.

3. REVENUES; EXPENSES; RESERVES. During the Term of this Agreement or any renewal hereof, Manager will cause all Revenues and Approved Reserves to be deposited and held in

the Course Accounts (as hereafter defined) and will pay Expenses out of the Course Accounts.

- 3.1. Revenues. “Revenues” means all revenues and receipts of any nature derived directly or indirectly from the Course or from the use or operation thereof, including Operating Revenues and Other Revenues. “Operating Revenues” is defined as revenue from green fees; cart rentals; range fees; membership dues, fees and assessments (but excluding capital improvement fees); membership passes; food, beverage and merchandise sales; rebates; purchase discounts; rentals; and lesson fees (unless such fees are paid directly to the professional providing such lessons in accordance with the agreement between Manager and such professional). “Other Revenues” is defined as proceeds from the sale of assets; capital improvement fees; interest income; Advances (defined below); insurance proceeds; and any other revenue or receipts not included in Operating Revenues.
- 3.2. Expenses. “Expenses” means all expenditures or disbursements made or expenses incurred in connection with operation of or for the benefit of the Course, including Operating Expenses and Other Expenses. “Operating Expenses” is defined as payroll and all other employee-related expenses; taxes; governmental fees and charges; utilities; food, beverage and merchandise cost of goods; maintenance expenses; repair costs (excluding capital repairs); supplies; inventory; insurance premiums and deductibles; marketing and advertising materials and expenses; licenses and permits; dues and subscriptions; finance charges; operating leases; professional fees; vendor and independent contractor invoices; Management Fees (defined below); and Manager’s travel and other out-of-pocket expenses directly related to operation of the Course. “Other Expenses” is defined as debt payments (principal and interest); capital leases; financing or refinancing costs; capital expenditures (including Approved Capital Expenditures); and any other expenditures or disbursements not included in Operating Expenses. Expenses will not include salaries and other compensation of executive officers and corporate staff of the Manager or Manager’s company overhead.
- 3.3. Approved Capital Expenditures. “Approved Capital Expenditures” means all expenditures for equipment, furniture, fixtures, Course improvements, and other capital items approved by Owner, which approval may be included in an Annual Budget or other separate form of approval. In the event of an emergency, Manager is also authorized to make an otherwise unapproved capital expenditure in order to prevent loss or damage. Manager will notify Owner immediately of such expenditure.
- 3.4. Approved Reserves. “Approved Reserves” means the amount of cash approved by Owner to be held by Manager in the Course Accounts for future operation of the Course, but in no event will the amount be less than Fifty Thousand Dollars (\$50,000).

4. ADVANCES FROM OWNER. If, at any time prior to the effective date of termination or expiration of this Agreement, the Revenues from the operation of the Course are not sufficient to pay the Expenses as they become due, Owner must immediately advance to the Course Accounts the amount of cash necessary to meet such obligations (such amount being referred to as an "Advance"). Owner acknowledges that Manager will not be obligated to advance any of its own funds to, or for the account of, the Owner or incur any liability, unless the Owner has furnished Manager with funds necessary for the full discharge thereof.
5. ACCOUNTS. Manager will maintain one or more separate accounts in the name of Owner (collectively referred to as "Course Accounts") at one or more commercial banks. Owner and Manager agree that the City Finance Director or other Owner designee, as well as individuals designated by Manager and approved by Owner, will be signatories on the Course Accounts and that Owner will not change the signatories of the Course Accounts or close the Course Accounts without the prior written consent of Manager. All Revenues and Approved Reserves will be deposited by Manager and held in the Course Accounts, and Manager will pay Expenses from Course Accounts. Manager will account to Owner for Course Accounts in accordance with this Agreement. Manager will not commingle Revenues and Approved Reserves with other money or accounts, and will not take any money or property from the Course Accounts or from the Course except to pay Expenses as set forth in this Agreement. Manager will not purchase goods or services from an entity affiliated with Manager unless such purchase is on terms reasonably competitive with terms available from non-affiliated sources.
6. MANAGEMENT FEES. In exchange for services rendered by Manager under this Agreement, Manager will be paid from Course Accounts: (a) all Expenses paid by Manager from Manager's accounts and not Course Accounts in connection with the operation of the Course; and (b) a Base Management Fee. If, on any date, the Course Accounts contain insufficient funds to pay Manager the foregoing amounts owing, the Owner must immediately make an Advance to cover the shortfall. If Owner fails to make such Advance prior to the date any such amounts are owing to Manager, the amount owed to Manager will bear interest at the rate of one percent (1%) per month until paid in full.
 - 6.1. Base Management Fee. The "Base Management Fee" will be Six Thousand Dollars (\$6,000) per month (as adjusted annually, the "Minimum Base Fee"). Manager will be paid the Minimum Base Fee on the first day of each month of the Term and any renewal hereof. Beginning on January 1, 2022 and on January 1st of each year thereafter, the Minimum Base Fee will increase by three percent (3%) per year. On the first anniversary of the Effective Date and on each anniversary thereafter during the Term, the parties will calculate a variable rate equivalent to 10% of the monthly Operating Revenues ("Variable Base Fee") for the preceding twelve (12) months. If the Variable Base Fee for the preceding twelve (12) months is greater than the Minimum Base Fee over the same time period, Manager will be paid the difference within thirty (30) days.

If the Variable Base Fee for the preceding twelve (12) months is less than the Minimum Base Fee, Manager will not be entitled to any additional Base Management Fees for the preceding year.

7. ACCOUNTING. Manager will maintain books and records relating to the business activities of the Course in accordance with generally accepted accounting principles and separate from its other books and records. Manager will prepare an opening balance sheet listing assets and liabilities used or incurred in the operation of the Course. Thereafter, Manager will have monthly financial statements prepared which will include unaudited balance sheets and income statements (each month's records will be referred to separately as the "Monthly Financial Statements") prepared as if the operation of the Course is a business entity separate from Manager and Owner. Manager will deliver a copy of the preceding month's Monthly Financial Statements within thirty (30) days after the end of that month, except where circumstances beyond the reasonable control of Manager delay delivery of such statements. In addition, Manager will deliver to Owner, not later than March 1st of each calendar year during the Term of this Agreement or any renewal thereof, a copy of yearend financial statements for the Course for the preceding calendar year. At any time during the Term of this Agreement, upon two (2) business days advanced notice and during normal business hours of operation, and for twelve (12) months after the Term of this Agreement, Owner will be entitled to inspect the books and records of the Course, and Owner may conduct an audit of the Course, all Monthly Financial Statements and all annual financial statements, provided that any expense incurred by Owner in conducting an inspection or audit will be borne by Owner. The accounting services to be provided by Manager under this Agreement do not include preparation of state or federal income tax filings or audited financial statements, but Manager will provide the balance sheets, income statements and depreciation schedules necessary for a third party to prepare income tax filings. Further, Manager will prepare sales and use tax returns and personal property tax returns for the Course.

8. DEFAULT.

- 8.1. Events of Default. Any one or more of the following events will, unless cured within the specified cure period, constitute an event of default of this Agreement ("Default"):

- 8.1.1. Either party's failure to timely pay any sums payable pursuant to this Agreement when and as the same become due, including Owner's failure to timely make Advances as required by Section 4, which non-payment remains uncured for a period of five (5) days after written notice thereof from the other party to the defaulting party;
- 8.1.2. A discontinuance by either party of its business, filing of a bankruptcy petition, or any other action relating to the insolvency of either party; or

- 8.1.3. A material breach of any material term or provision of this Agreement by either party, which remains uncured sixty (60) days after written notice thereof from the other party to the defaulting party or such longer period of time as may be reasonably required to cure such breach, provided that the defaulting party promptly commences to remedy such breach within the sixty (60) day cure period and thereafter continues diligently to complete such cure.
- 8.2. Owner's Remedies. In the event of a Default by Manager, Owner may terminate this Agreement upon expiration of the specified cure period by delivering to Manager written notice of its election to terminate the Agreement, provided that Manager has not timely cured the Default. In such event, Owner will pay Manager all amounts owed to Manager prior to submitting written notification of termination.
- 8.3. Manager's Remedies. In the event of Default by Owner, Manager may terminate this Agreement upon expiration of the specified cure period by delivering to Owner written notice of its election to terminate the Agreement. In such event, Owner will pay to Manager due to Manager to the date of termination. In such event, Owner will pay to Manager an amount equal to the total unpaid Management Fees that Manager would have earned had the Agreement remained in effect until the end of the Term.
- 8.4. Remedies Not Exclusive. No remedy granted to Owner or Manager is intended to be exclusive of any other remedy provided herein or by law, but each will be cumulative and will be in addition to every other remedy given herein or existing at law or in equity, subject to Section 23 below.
9. TERMINATION OR EXPIRATION OF AGREEMENT. Upon termination or expiration of this Agreement, the parties will take the following actions no later than the effective date of such termination or expiration:
- 9.1. Transfer of Course and Property. Manager will vacate and surrender the Course to Owner and transfer to Owner possession of all property belonging to the Course or Owner, including, but not limited to, cash in the Course Accounts; accounts receivable and other receivables; inventories of merchandise, food, beverages and supplies; equipment, furniture and fixtures; prepaid accounts and deposits; contract rights; trade names; licenses and permits; and Course books and records (collectively, the "Property").
- 9.2. Liabilities to be Assumed. Owner will assume and agree in writing to indemnify Manager against all obligations and liabilities relating to the Course, other than contingent tort liabilities which result from the intentional wrongdoing or gross negligence of Manager. Liabilities which Owner assumes, or against which Owner must

indemnify Manager, will include all debts and other contractual obligations arising out of the operation of the Course.

- 9.3. Payment. All sums owed by either party to the other pursuant to this Agreement will be paid within thirty (30) days of the effective date of termination or expiration of this Agreement.
- 9.4. Employees. Unless specifically agreed to in writing by Manager, for a period of one (1) year after termination of this Agreement, Owner hereby agrees, warrants and represents that Owner will not employ any general manager, golf professional, golf course superintendent, or food and beverage manager who was employed by Manager as an employee of the Course at any time during the Term of this Agreement, unless such employee was a current employee of the Course immediately prior to the Effective Date.
- 9.5. Survivability. The provisions of this Section 9 will survive the termination or expiration of this Agreement.

10. INDEMNITY.

- 10.1. Obligations of the Course. All obligations and costs to defend all disputed claims arising out of or resulting from Manager's activities conducted in connection with or incidental to this Agreement will be paid as an Expense of the Course. Manager will keep Owner advised of any such matters.
- 10.2. Indemnification by Manager. Manager will indemnify, hold harmless and defend Owner, its members, managers, officers, directors, agents, authorized representatives and employees, from and against all liability for any and all claims, liens, suits, fines, losses, demands or actions for damages, injuries (including death) to persons, property damage (including loss of use), and expenses, including court costs and reasonable attorneys' fees and other reasonable costs, arising out of or resulting from the breach of any representation or warranty by Manager, or from Manager's intentional misconduct or gross negligence in operating the Course.
- 10.3. Indemnification by Owner. Owner will indemnify, hold harmless and defend Manager, its members, managers, officers, agents, authorized agents, and employees, from and against all liabilities for any and all claims, liens, suits, fines, losses, demands or actions for damages, injuries (including death) to persons, property damage (including loss of use), and expenses, including court costs and attorneys' and consultants' fees and other reasonable costs, arising out of, involving, or resulting from the operation of the Course by Manager (excluding intentional malfeasance or gross negligence by Manager), the breach of any representation or warranty by Owner, any act, omission or neglect of Owner, its agents, contractors, employees or invitees, or a Default by Owner,

or arising out of, involving, or resulting from all liabilities and obligations transferred, assumed or to be assumed by Owner in accordance with Section 9 of this Agreement.

10.4. Limitation of Liability. Notwithstanding anything contained herein to the contrary, the liability of Manager hereunder will be limited to the amount of Management Fees paid hereunder, and in no event will any other assets of Manager or any constituent member or other affiliate of Manager be subject to any claim arising out of or in connection with this Agreement.

10.5. Notice of Claims. Manager and Owner will provide each other with prompt written notice of any event covered by the indemnity provisions of this Agreement and in the event a claim or action is filed, each party may employ attorneys of its own choosing to appear and defend the claim or action on its behalf. Failure to provide such notice, however, will not limit any party's indemnity obligations hereunder.

11. INSURANCE. As an Expense of the Course, Manager will obtain insurance of the types and in the amounts set forth below from an underwriter(s) licensed to do business in the state in which the Course is located. Manager will furnish certificates of insurance to Owner evidencing the required insurance on or before the Effective Date or the Insurance Coverage Date (defined below), as applicable, and thereafter will furnish new certificates upon request.

11.1. Type and Amount of Insurance. The type and minimum amount of insurance to be obtained by Manager in the name of and/or on behalf of the Course will be:

11.1.1. Worker's Compensation in the minimum amount required by law and Employer's Liability with limits not less than \$100,000/\$500,000/\$100,000, with a waiver of subrogation in favor of Owner and the policy endorsed to name Owner as an alternate employer.

11.1.2. Commercial General Liability to include coverage for the following: (a) Premises/Operations; (b) Independent Contractors; (c) Personal Injury; (d) Liquor Liability; and (e) Products/Completed Operations. Such coverage must be maintained in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Manager will be named as an additional insured on a primary and non-contributory basis, and the policy will have a waiver of subrogation in favor of Manager.

11.1.3. Crime/Employee Dishonesty Insurance covering all employees and officers having access to money collected in an amount sufficient to protect against loss of the largest dollar amount in the control or possession of an employee at any given time, but in no event less than \$25,000 per occurrence.

11.1.4. Property Insurance on special form, replacement cost and agreed amount basis on all real and personal property and contractors and maintenance equipment. Such coverage will also include equipment breakdown, including spoilage.

11.1.5. Comprehensive Automobile Liability to include coverage for the following: (a) Owned/Leased Automobiles; (b) Non-owned Automobiles; and (c) Hired Cars. Such coverage must be maintained in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, with Manager named as an additional insured.

11.1.6. Commercial Umbrella Liability with no less than \$5,000,000 limit.

11.1.7. Additional Insurance Requirements. With respect to the above-described insurance, the policies shall provide for thirty (30) days' written notice of any material change, termination or cancellation to Owner. Further, the policies procured in the name of and/or on behalf of the Course will provide primary and non-contributory coverage for all losses and damages covered thereby.

11.2. Insurance Coverage Date. Manager's obligation to procure the insurance coverages required by Sections 11.1.2., 11.1.4, 11.1.5. and 11.1.6. shall not become effective until the later of the following to occur: (i) 30 days following the Effective Date, or (ii) within 21 days following Manager's receipt from Owner of all information reasonably requested by Manager related to the Course's insurance coverage and loss history prior to the Effective Date (the "Insurance Coverage Date"). Prior to the Insurance Coverage Date, Owner will be responsible for providing the coverages required by Sections 11.1.2., 11.1.4., 11.1.5, and 11.1.6. and Manager shall have no obligation to ensure the adequacy of such coverage.

11.3. Covenant of Cooperation. Manager will provide Owner with prompt written notice of any material damage, loss or injuries suffered at the Course, significant complaints, whether written or otherwise, about the Course or its management, and actual or anticipated disputes with or claims by third parties, including, but not limited to, adjacent landowners. Manager further covenants to cooperate with Owner in resolving any such complaints, disputes or claims and Owner covenants to cooperate with Manager in resolving any such complaints, disputes or claims.

12. OWNER'S REPRESENTATIONS AND WARRANTIES. To induce Manager to enter into this Agreement, Owner makes the following representations and warranties to Manager:

12.1. Each of the Recitals set forth in this Agreement is true and correct.

- 12.2. Owner is the lessee the Course pursuant to a Lease Agreement with the Lessor Hall County Airport Authority.
- 12.3. Owner has power and authority and all legal rights to enter into and perform this Agreement. The individual executing this Agreement on behalf of Owner has the authority to do so and to so legally bind the Owner. This Agreement, when duly authorized, executed and delivered by the parties hereto, will create a valid and binding obligation on the part of Owner, enforceable against Owner in accordance with its terms.
- 12.4. Except as previously disclosed in writing to Manager, there are no actions, suits or proceedings pending or, to the knowledge of Owner, threatened against Owner or affecting Owner, the Course or any of Owner's assets, properties or rights, at law or in equity, by or before any court, arbitrator, administrative or governmental body or other person. Except as previously disclosed in writing to Manager, Owner is not in violation or default with respect to any applicable law or regulation which affects the Course or the condition (financial or otherwise) of the Owner and the Course fully complies with all applicable federal, state and local laws, ordinances, regulations, orders and directives.
- 12.5. Except as provided herein, Owner has not granted to any person or entity not a party to this Agreement any rights of use or occupancy of the Course, or any part or portion thereof, including but not limited to any leasehold rights or interests.
- 12.6. The Course is adequate and in sufficiently good condition for Manager to operate a golf course, pro shop, clubhouse and other services contemplated by the terms of this Agreement. The Course has all water and utility hook-ups necessary to operate the golf course, pro shop, clubhouse and other services contemplated by the terms of this Agreement.
13. MANAGER'S REPRESENTATIONS AND WARRANTIES. To induce Owner to enter into this Agreement, Manager makes the following representations and warranties to Owner:
- 13.1. Each of the Recitals set forth in this Agreement is true and correct.
- 13.2. Manager is a duly organized and validly existing limited liability company in good standing under the laws of the State of Nebraska and is duly qualified to do business in the state in which the Course is located.
- 13.3. Manager has the full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein and contemplated by this Agreement. The individual executing this Agreement on behalf of Manager has the authority to do so and to so legally bind the Manager. This Agreement, when duly authorized, executed and delivered by the parties hereto, will create a valid and binding

obligation on the part of Manager, enforceable against Manager in accordance with its terms.

- 13.4. During the Term and any renewal thereof, Manager shall not own nor contract to manage or operate a public or daily fee golf course located within 30 miles of the Course.

14. ENVIRONMENTAL INDEMNITY. Owner agrees to indemnify, defend and hold harmless Manager from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term of this Agreement or in connection with the presence or suspected presence of Hazardous Substance (as defined below) in or on the Course, unless the Hazardous Substance is present solely as the result of the gross negligence or willful misconduct of Manager or Manager's employees. Without limitation of the foregoing, this indemnification will include any and all costs incurred between investigation of the site through the time of completion of any clean-up, removal or restoration mandated by a federal, state or local agency or political subdivision, unless the Hazardous Substance is present solely as a result of the gross negligence or willful misconduct of Manager or Manager's employees. This indemnification will specifically include any and all costs due to Hazardous Substance which flows, diffuses, migrates or percolates into, onto or under the Course after the Agreement Term commences. As used herein, "Hazardous Substance" means any substance which is toxic, ignitable, reactive or corrosive and/or which is regulated by any local government, the state in which the Course is located or the United States Government. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste," "extremely hazardous waste," or "hazardous substance," pursuant to state, federal or local governmental law and includes, but is not limited to, asbestos, radon, PCBs and petroleum and petroleum-containing products. This provision will survive the termination of this Agreement.
15. RELATIONSHIP OF THE PARTIES. The relationship between Owner and Manager will be and at all times remains that of owner and independent contractor, respectively. Neither Owner nor Manager will be construed or held to be a partner, limited partner, associate or agent of the other, or be joint venturers with one another. Neither Owner nor Manager will be authorized by the other to contract any debt, liability or obligation for or on behalf of the other except as specifically provided for herein.
16. NOTICES. Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement must be in writing and will be deemed delivered (i) upon personal delivery, (ii) upon mailing thereof when properly addressed and deposited in the United State Mail, first class postage prepaid, registered or certified mail, return receipt requested, (ii) when properly addressed upon deposit with Federal Express, Express Mail or other trackable overnight courier service, or (iv) when sent by email if receipt of the email

content can be confirmed, with time of receipt being the uniform time the email enters the information processing system that the recipient has designated or uses for the purpose of receiving email. Notices will be properly addressed if addressed to the parties as follows:

If to Owner: City of Grand Island
Attn: City Administrator
P.O. Box 1968
Grand Island, NE 68802

If to Manager: Landscapes Golf Management,
LLC
Attn: Tom Everett, Manager
1201 Aries Drive
Lincoln, NE 68512

The addresses for notices may be changed by written notice given to the other party as provided above.

17. GENERAL TERMS.

- 17.1. Further Acts. Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein.
- 17.2. Section Headings. The various section, subsection, paragraph, subparagraph and clause headings in this Agreement are for convenience and reference only and in no way define, limit, extend or interpret the scope or interpretation of this Agreement or of any particular section, subsection, paragraph, subparagraph and clause contained herein.
- 17.3. Interpretation. Unless the context requires otherwise, words used in the singular number include the plural and vice-versa.
- 17.4. Amendments and Waivers. This Agreement can be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement must be made in writing executed by the party who could demand fulfillment of such waived provision.
- 17.5. Dispute Resolution.
- 17.5.1. Owner and Manager are fully committed to working with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Owner and Manager will first attempt to resolve such disputes or

disagreements through discussions between senior representatives of Owner and Manager. Upon the request of either party, such representatives will meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

17.5.2. If a meeting between the senior representatives does not result in a resolution satisfactory to both parties, Owner and Manager agree that the parties will attempt to resolve their dispute through use of a mediator. If the parties are unable to successfully resolve their dispute through mediation or cannot agree upon a mediator then either party may commence an action in the Nebraska state courts.

- 17.6. Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Owner nor Manager will be liable to the other for any special, consequential or exemplary damages or losses of any kind, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including, but not limited to, losses of use, profits, business, reputation, or financing.
- 17.7. Assignment. Neither party can assign this Agreement or its rights, duties and obligations hereunder without the prior written consent of the other party, which consent must not be unreasonably withheld.
- 17.8. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- 17.9. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Nebraska.
- 17.10. Counterparts; Electronic Signatures. This Agreement and all amendments and supplements to it may be executed by the parties in separate counterparts and by facsimile transmission or electronic transmission in PDF format, each of which when so executed and delivered shall be an original, and all such counterparts and facsimile or electronic copies shall together constitute one and the same instrument.
- 17.11. Severability. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless will remain in full force and effect. The illegal or unenforceable provision or provisions will be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

- 17.12. Entire Agreement. This Agreement (together with any attached exhibits) constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, restrictions, representations or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.
- 17.13. Outside Businesses. Nothing contained in this Agreement will be construed to restrict or prevent, in any manner, any party or any party's affiliates, parent companies, or representatives or principals from engaging in any other businesses or investments, nor will Owner or Manager have any right to share or participate in any such other businesses or investments.
- 17.14. Approvals. Any consent or approval referred to herein (by whatever words used) of either party must not be unreasonably withheld, delayed or conditioned, and neither party may seek or obtain any payment as a condition therefor. In the event that either party refuses to give its consent or approval to any request by the other, such refusing party must indicate by written notice to the other the reason for such refusal.
- 17.15. No Third-Party Beneficiaries. Nothing herein contained will be deemed to establish any rights of third parties against the parties hereto, it being the intent that the rights and obligations set forth herein are those of the parties hereto alone, with no third party beneficiary rights intended.
- 17.16. Survival. All covenants, agreements, representations, and warranties made herein will survive the execution and delivery of (i) this Agreement, and (ii) all other documents and instruments to be executed and delivered in accordance herewith, and will continue in full force and effect during the Term of this Agreement.
- 17.17. Force Majeure. The provisions of this Section 17.17. will be applicable if there occurs during the Term any (i) strikes, lockouts, or labor disputes, (ii) inability to obtain materials or reasonable substitutes therefore, (iii) acts of God, governmental restrictions, regulations, or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty, or (iv) other conditions similar to those enumerated in this section beyond the reasonable control of the party obligated to perform. If either party, as a result of any of the above-described events, fails punctually to perform any obligation on its part to be performed under this Agreement (an "Unavoidable Delay"), then, upon written notice to the other, within thirty (30) days of such Unavoidable Delay, such failure will be excused and not be a breach of this Agreement by the party claiming the Unavoidable Delay, but only to the extent occasioned by such Unavoidable Delay. If any right or option of either party to take any action under or with respect to the Term is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date will be deemed to

be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable Delay. Notwithstanding anything contained herein to the contrary, the provisions of this section will not be applicable to either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

City of Grand Island, a Municipal Corporation and Political Subdivision of the State of Nebraska

By: Roger G. Steele 1/8/2021
Roger G. Steele, Mayor

[Attest]
RaNae Edwards
RaNae Edwards, City Clerk

LANDSCAPES GOLF MANAGEMENT,
LLC, a Nebraska limited liability company

By: Tom Everett
Tom Everett, Manager

Approved by Stacy Nonhof
Stacy Nonhof
Interim City Attorney

RESOLUTION 2022-60

WHEREAS, on December 8, 2020, by Resolution 2020-314, the City of Grand Island approved a contract with Landscapes Unlimited to manage the day to day operations of the JackRabbit Run Municipal Golf Course; and

WHEREAS, Landscapes Golf Management has requested \$85,000 for operating JackRabbit Run Municipal Golf Course; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the \$85,000 funding request by Landscapes Golf Management is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2022

Roger Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2022	☐ City Attorney



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-11

**#2022-61 - Approving Budget Calendar and Study Sessions for
FY2023 Budget**

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: March 8, 2022

Subject: Approving Budget Calendar and Study Sessions for FY2023 Budget Process

Presenter(s): Patrick Brown, Finance Director

Background

The City of Grand Island's budget process starts in March and ends in September annually. The budget process includes internal and external budget discussions throughout this period.

Discussion

Attached is the budget calendar for the Fiscal Year (FY) 2023 budget process. The Study Sessions are planned as follows:

- Tuesday, July 12th after the regularly scheduled council meeting
- Tuesday, July 26th after the regularly scheduled council meeting
- Tuesday, August 9th after the regularly scheduled council meeting

One Special City Council meeting is planned on August 30th prior to the regularly scheduled City Council meeting.

The budget process will hopefully conclude at the August 30th meeting, a few weeks earlier than in the past.

Alternatives

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

1. Consent to approve Study Session and Special Meeting dates of July 12th, July 26th, August 9th, and August 30th.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends Council consent to Study Session and Special Meeting dates of July 12th, July 26th, August 9th, and August 30th.

Sample Motion

Move to approve to consent Study Session and Special Meeting dates of July 12th, July 26th, August 9th, and August 30th.

**City of Grand Island
Finance Department
Budget Calendar FY 2022-2023**

Day	Start Date	Action Item	End Date
Monday	April 11, 2022	Send fee schedules to department directors for review	April 22, 2022
Monday	May 9, 2022	Departments submit budgets Define assumptions and input data into OpenGov. Revenue, personnel, operations and maintenance, capital outlay and FTE requests along with department description and budget narrative updates.	May 27, 2022
Monday	June 6, 2022	Meet with department directors regarding proposed budgets	July 1, 2022
Tuesday	July 12, 2022	City Council Meeting and Study Session Enterprise Fund Presentations (505, 520, 525, 530). Capital Projects (210, 211, 220, 400) and Parks Projects Presentations Capital Equipment Presentation Review of FY 2022-2023 Fee Schedule FTE Discussions	July 12, 2022
Friday	July 15, 2022	Business Improvement District budgets submitted	July 15, 2022
Tuesday	July 26, 2022	City Council Meeting and Study Session Publish draft proposed budget book Presentation of 1 and 6 Year Street Improvement and CIP General Fund Budget Discussion	July 26, 2022
Tuesday	August 9, 2022	City Council Meeting and Study Session Approve Business Improvement District budgets and set Board of Equalization date for August 30, 2022 Adoption of Fee Schedule Presentation of 1 and 6 Year Street Improvement and CIP Jackrabbit Run Golf Course Budget Presentation Budget Discussion	August 9, 2022
Friday	August 12, 2022	Publish BOE meeting (1) (internal)	August 12, 2022
Friday	August 19, 2022	Publish BOE meeting (2) (internal) Property Tax Valuations due from Hall County Assessor (internal)	August 19, 2022
Tuesday	August 23, 2022	City Council Meeting Salary Ordinance CRA Budget Presentation	August 23, 2022
Friday	August 26, 2022	Send budget publication to newspaper (internal) Send Property Tax request publicationto newspaper (internal) Publish BOE meeting (3) (internal)	August 26, 2022
Tuesday	August 30, 2022	Special City Council Meeting - 7:00pm City General Budget Hearing - only agenda item	August 30, 2022

**City of Grand Island
Finance Department
Budget Calendar FY 2022-2023**

Day	Start Date	Action Item	End Date
		City Council Meeting - Following Special City Council Meeting Board of Equalization for Business Improvement Districts Ordinance approving BID's Ordinance approving FY 2022-2023 City Budget. Consideration of Approving 1% increase to Restricted Revenues Lid Limit Public hearing on City general property, Parking District #2 (Ramp), and CRA tax requests. Resolution approving general property, Parking District #2 (Ramp), and CRA tax requests.	
Friday	September 9, 2022	Complete state budget form (internal)	September 9, 2022
Tuesday	September 20, 2022	State budget filing - electronic filing (internal)	September 20, 2022
Friday	October 7, 2022	Final budget distribution	October 7, 2022

R E S O L U T I O N 2022-61

WHEREAS, on March 10, 2009, by Resolution 2009-59 the City of Grand Island approved the City Council Meeting Agenda Preparation Timetable; and

WHEREAS, Administration is requesting July 12, July 26, and August 9, 2022 as budget study session dates; and

WHEREAS, Administration is requesting August 30, 2022 for a Special City Council meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that July 12, July 26, and August 9, 2022 for budget study sessions and August 30, 2022 for a Special City Council meeting is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2022

Roger Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
March 4, 2022	▣ City Attorney



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item G-12

**#2022-62 - Approving Preliminary and Final Plat for Veteran's
Legacy South Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 8, 2022

Subject: Veteran's Legacy South Subdivision – Preliminary and Final Plat

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

Background

This property is located east of Webb Road between Capital Avenue and Old Highway 2 in the City of Grand Island, Nebraska. (5 lots, 107.457 acres). This property is zoned RO Residential Office and city water and sewer and streets will be extended with the development. The property is owned by the City of Grand Island.

Discussion

The preliminary and final plat for Veteran's Legacy South Legacy Subdivision were considered at the Regional Planning Commission at the March 2, 2022 meeting.

A motion was made by Ruge and second by Rainforth to approve the preliminary and final plat for Veteran's Legacy South Subdivision.

The motion was carried with nine members voting yes (Nelson, Allan, O'Neill, Ruge, Olson, Robb, Monter, Rainforth and Rubio) and no members voting no.

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 approve the preliminary and final plats as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

City of Grand Island
100 East 1st Street
Grand Island, NE 68803

To create

Size: Final Plat 5 lots, 5 acres

Zoning: RO – Residential Office Zone.

Road Access:

Water: City Water is available to the subdivision and will be extended to all lots.

Sewer: City Sewer is available to the subdivision and will be extended to all lots.

Streets: Custer Avenue will be constructed and extended as a 41' street across the property and the adjoining property to the east. Sheridan Avenue will be constructed and extended as 37' street.



DWG: F:\2021\08001\021-08395\40-Design\AutocAD\Preliminary Plans\Sheets\GNCV\C_PLT_02108395.dwg
DATE: Feb 22, 2022 5:09pm XREFS: C_PLAT_02108395 C_TBLK_02108395 C_PBASE_02108395 C_XRWAY_LDP_02108395 V_XTOPO_LDP_02108395 V_XRWAY_LDP_02108395

USER: sgraggy
AERIAL 2 AERIAL C_PBASE_02108395 C_XRWAY_LDP_02108395 V_XTOPO_LDP_02108395 V_FPLAT_02108395

SUBDIVISION
AREA= 107.46 ACRES

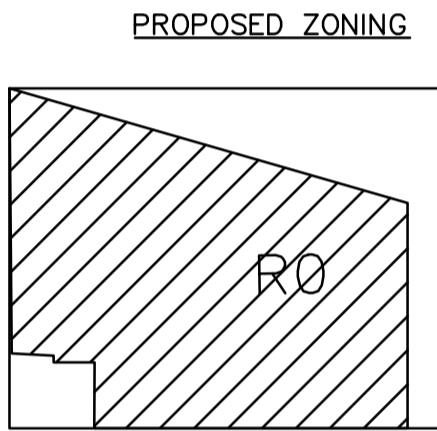
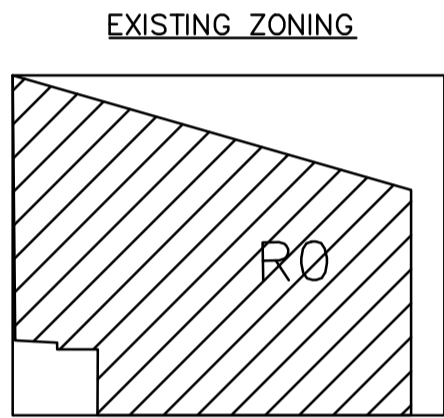
LOT USAGE
5 LOTS
0 OUTLOT

ENGINEER/LAND SURVEYOR
OLSSON
201 E. 2ND ST.
GRAND ISLAND, NE 68801

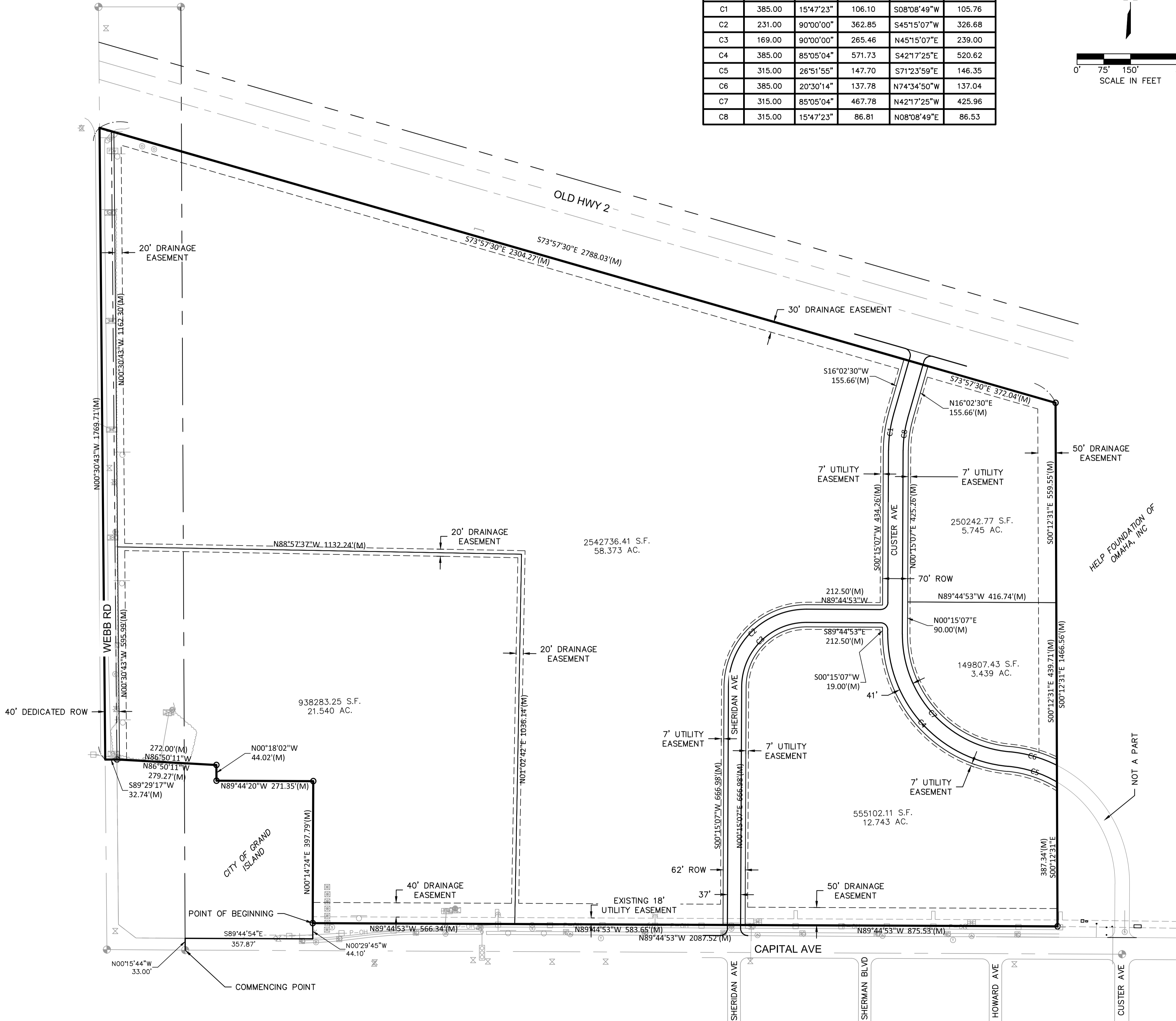
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF GOVERNMENT LOT 2 IN SECTION SIX (6) AND PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), ALL IN TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

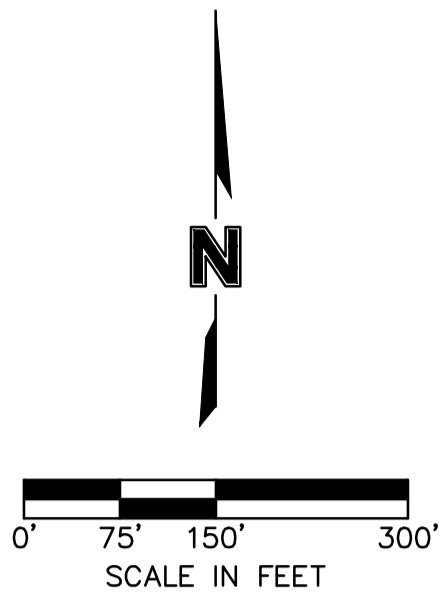
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE ON AN ASSUMED BEARING OF N00°15'44"W, ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE; THENCE S89°44'54"E ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 357.87 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NO. 201306652; THENCE N00°29'45"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 44.10 FEET TO THE POINT OF BEGINNING; THENCE N00°14'24"E A DISTANCE OF 397.79 FEET; THENCE N89°44'20"W A DISTANCE OF 271.35 FEET; THENCE N00°18'02"W A DISTANCE OF 44.02 FEET; THENCE N86°50'11"W A DISTANCE OF 279.27 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEBB ROAD; THENCE S89°29'17"W A DISTANCE OF 32.74 FEET TO A POINT ON THE WEST LINE OF SECTION 6-T11N-R9W; THENCE N00°30'43"W, ALONG SAID WEST LINE, A DISTANCE OF 1769.71 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OLD NEBRASKA HIGHWAY 2; THENCE S73°57'30"E, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OLD NEBRASKA HIGHWAY 2, A DISTANCE OF 2788.03 FEET; THENCE S00°12'31"E A DISTANCE OF 1466.56 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE; THENCE N89°44'53"W, ALONG THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE, A DISTANCE OF 2087.52 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 4680806.88 SQUARE FEET OR 107.457 ACRES MORE OR LESS.



- PLANNED DEVELOPMENT BOUNDARY
- PROPOSED PROPERTY LINE
- PROPOSED EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER



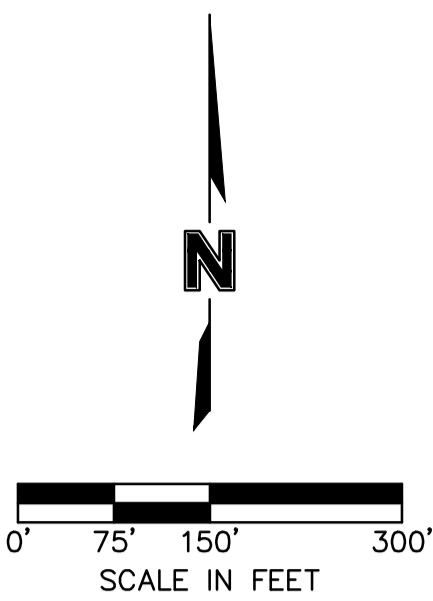
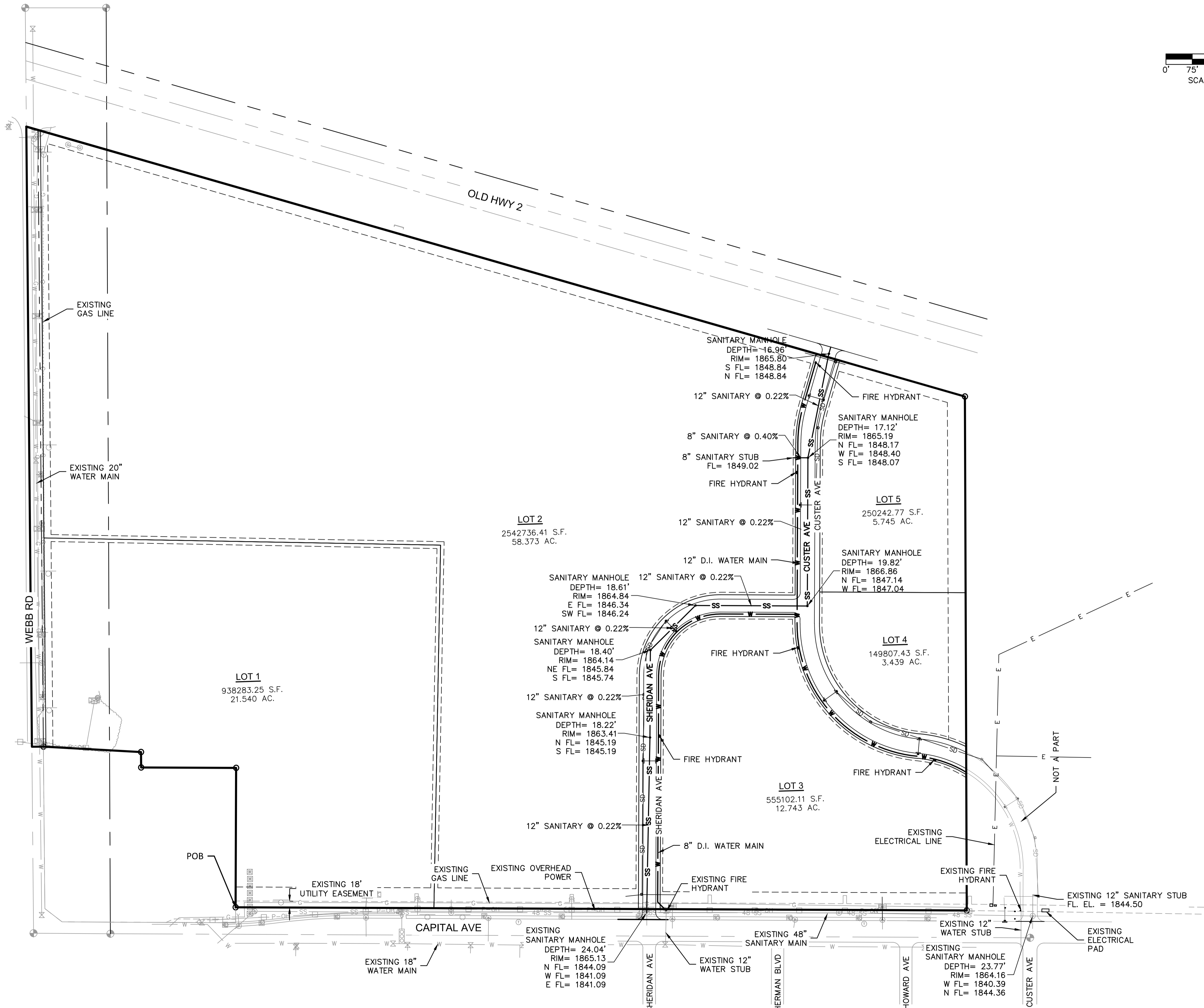
CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	385.00	15°47'23"	106.10	S08°08'49"W	105.76
C2	231.00	90°00'00"	362.85	S45°15'07"W	326.68
C3	169.00	90°00'00"	265.46	N45°15'07"E	239.00
C4	385.00	85°05'04"	571.73	S42°17'25"E	520.62
C5	315.00	26°51'55"	147.70	S71°23'59"E	146.35
C6	385.00	20°30'14"	137.78	N74°34'50"W	137.04
C7	315.00	85°05'04"	467.78	N42°17'25"W	425.96
C8	315.00	15°47'23"	86.81	N08°08'49"E	86.53



olsson

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

LOT LAYOUT		REVISIONS	
VETERANS LEGACY SOUTH PRELIMINARY PLAN		REV. NO.	DATE
GRAND ISLAND, NEBRASKA		2021	
drawn by: SMG			
checked by: MMR			
approved by: BJD			
QA/QC by:			
project no.: 021-8395			
drawing no.:			
date: 2.22.2022			
SHEET			
1 of 4			



olsson

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

UTILITY LAYOUT

VETERANS LEGACY SOUTH
PRELIMINARY PLAN

GRAND ISLAND, NEBRASKA

REV. NO.

DATE

REVISIONS DESCRIPTION

2021

REVISIONS

drawn by: SMG
checked by: MMR
approved by: BJD
QA/QC by: 021-8395
project no.:
drawing no.:
date: 2.22.2022

SHEET
2 of 4

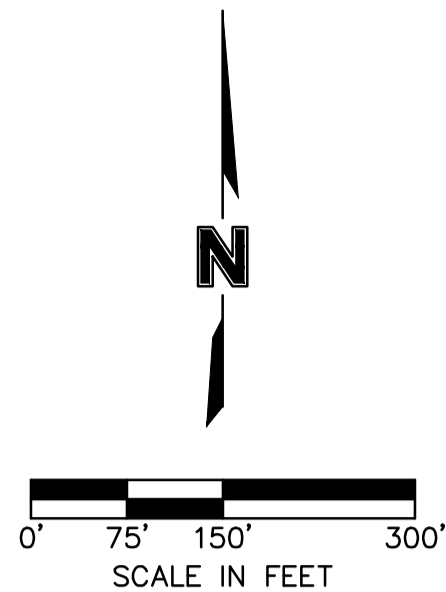
DWG: C:\Temp\AcPublish_28396\C_PLT_02108395.dwg USER: sngny
DATE: Feb 22, 2022 5:07pm XREFS: C_PLAT_02108395 C_TBLK

PRE-DEVELOPMENT 10 YEAR (TR-55)
 AREA = 85.76
 CN = 85
 $t_c = 76.7$ MIN.
 $Q(10) = 99.16$ CFS

POST-DEVELOPMENT 10 YEAR (TR-55) AREA 1
AREA = 80.94 AC.
CN = 87
tc = 41.7 MIN.
Q(10) = 155.4 CFS DETENTION TO BE DETERMINED

PRE-DEVELOPMENT 10 YEAR (TR-55)
 AREA = 20.84 AC.
 CN = 87
 tc = VARIES (INCLUDES MULTIPLE DRAINAGE AREAS)
 Q(10) = 21.80 CFS

POST-DEVELOPMENT 10 YEAR (TR=55) AREA 2
AREA = 26.91 AC.
CN = 91
tc = 9.2 MIN.
Q(10) = 21.15 CFS
Q(10) TOTAL DETENTION VOLUME = 2.55 ACRE-FT
Q(10) POND ELEVATION = 1863.24 FT



olson

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

drawing by: _____ SMG checked by: _____ MMR approved by: _____ BJD QA/QC by: _____ project no.: 021-8395 drawing no.: _____ date: 2.22.2022	GRADING / DRAINAGE LAYOUT		REV. NO.	DATE	REVISIONS DESCRIPTION
VETERANS LEGACY SOUTH PRELIMINARY PLAN					
GRAND ISLAND, NEBRASKA		2021	REVISIONS		

SHEET
3 of 4



drawn by: SMG
checked by: MMR
approved by: BJD
QA/QC by: 021-8395
project no.:
drawing no.:
date: 2.22.2022

SHEET
4 of 4

AERIAL

VETERANS LEGACY SOUTH
PRELIMINARY PLAN

GRAND ISLAND, NEBRASKA

REV. NO.

DATE

REVISIONS DESCRIPTION

REVISIONS

2021

olsson

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

VETERANS LEGACY SOUTH SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

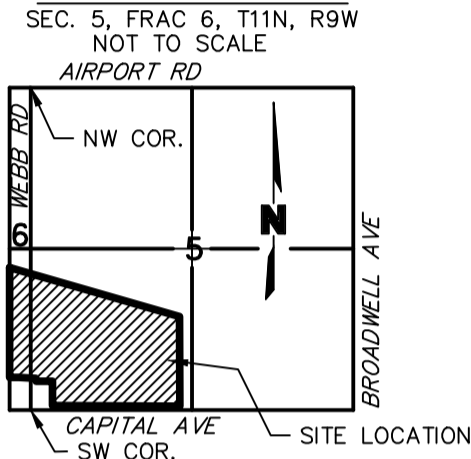
SITE PLAT

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	385.00	15°47'23"	106.10	S08°08'49"W	105.76
C2	231.00	90°00'00"	362.85	S45°15'07"W	326.68
C3	169.00	90°00'00"	265.46	N45°15'07"E	239.00
C4	385.00	85°05'04"	571.73	S42°17'25"E	520.62
C5	315.00	26°51'55"	147.70	S71°23'59"E	146.35
C6	385.00	20°30'14"	137.78	N74°34'50"W	137.04
C7	315.00	85°05'04"	467.78	N42°17'25"W	425.96
C8	315.00	15°47'23"	86.81	N08°08'49"E	86.53

LEGEND

- SECTION CORNER
- SET CORNER(5/8"x24" REBAR/CAP)
- FOUND CORNER(5/8" REBAR)
- NEW PROPERTY LINE
- SECTION LINE
- PROPERTY LINE
- NEW SUBDIVISION LINE
- NEW EASEMENT LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE A.J. GOERTZEN 4/2016
- D DEEDED DISTANCE INST NO 201306652

LOCATION MAP



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF GOVERNMENT LOT 2 IN FRACTIONAL SECTION SIX (6) AND PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), ALL IN TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE ON AN ASSUMED BEARING OF N00°15'44"W, ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.27 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE; THENCE S89°42'20"E, ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 357.88 FEET TO THE SOUTHWEST CORNER OF A TRACT AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201306652; THENCE N00°29'45"E ON THE WEST LINE OF SAID TRACT, A DISTANCE OF 44.10 FEET TO THE POINT OF BEGINNING; THENCE N00°14'24"E A DISTANCE OF 397.79 FEET; THENCE N89°44'20"W A DISTANCE OF 271.35 FEET; THENCE N00°18'02"W A DISTANCE OF 44.02 FEET; THENCE N86°50'11"W A DISTANCE OF 279.27 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WEBB ROAD; THENCE S89°29'17"W A DISTANCE OF 32.74 FEET TO A POINT ON THE WEST LINE OF FRACTIONAL SECTION 6-T11N-R9W; THENCE N00°30'43"W, ALONG SAID WEST LINE, A DISTANCE OF 1769.71 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD NEBRASKA HIGHWAY 2; THENCE S73°57'30"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD NEBRASKA HIGHWAY 2, A DISTANCE OF 2788.03 FEET; THENCE S00°12'31"E A DISTANCE OF 1466.56 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE AND ALSO BEING THE NORTH LINE OF SAID TRACT AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201306652; THENCE N89°44'53"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE AND SAID TRACT, A DISTANCE OF 2087.52 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 4680806.88 SQUARE FEET OR 107.457 ACRES MORE OR LESS OF WHICH 5.622 ACRES ARE DEDICATED ROAD RIGHT-OF-WAY.

LOT 2

2542736.41 S.F.
58.373 AC.

LOT 5

250242.77 S.F.
5.745 AC.

LOT 4

149807.43 S.F.
3.439 AC.

LOT 3

555102.11 S.F.
12.743 AC.

olsson

PROJECT NO. 2021-08395

GI CRA VETERANS
LEGACY SOUTH SURVEY

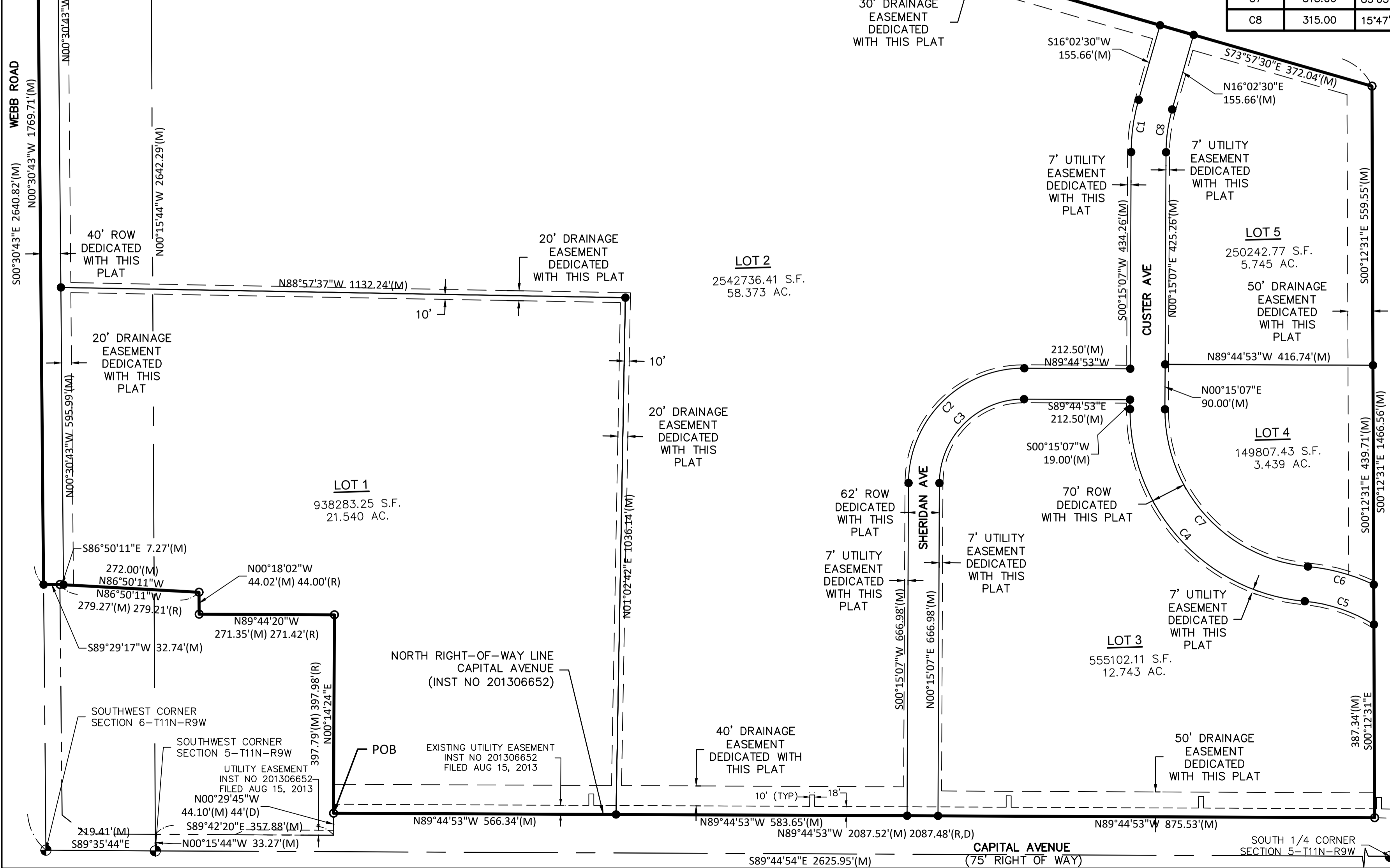
201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

DWG: F:\2021\08001-08500\021-08395\Survey\SRV\Sheets\V_FPLAT_02108395.dwg
DATE: Feb 23, 2022 10:09am
XREFS: V_XRWAY_LDP_02108395 V_XTOPO_LDP_02108395
USER: jirenez
C_PLT_02108395 C_PBASE_02108395 C_PUTIL_02108395

Grand Island

Council Session - 3/8/2022

VETERANS LEGACY SOUTH SUBDIVISION
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT



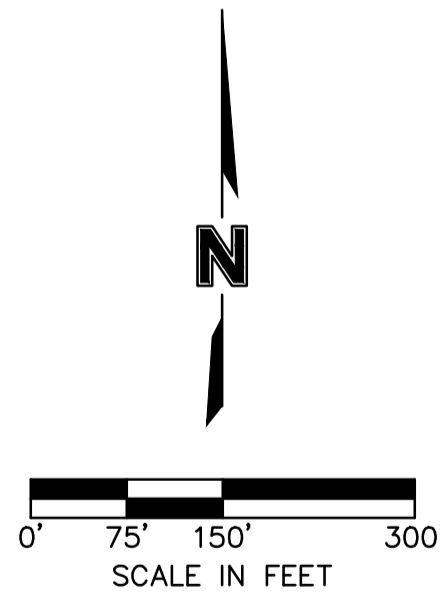
CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	385.00	15°47'23"	106.10	S08°08'49"W	105.76
C2	231.00	90°00'00"	362.85	S45°15'07"W	326.68
C3	169.00	90°00'00"	265.46	N45°15'07"E	239.00
C4	385.00	85°05'04"	571.73	S42°17'25"E	520.62
C5	315.00	26°51'55"	147.70	S71°23'59"E	146.35
C6	385.00	20°30'14"	137.78	N74°34'50"W	137.04
C7	315.00	85°05'04"	467.78	N42°17'25"W	425.96
C8	315.00	15°47'23"	86.81	N08°08'49"E	86.53

LOCATION MAP
SEC. 5, FRAC 6, T11N, R9W
NOT TO SCALE

LEGEND

- SECTION CORNER
- SET CORNER (5/8"x24" REBAR/CAP)
- FOUND CORNER (5/8" REBAR)
- NEW PROPERTY LINE
- SECTION LINE
- PROPERTY LINE
- NEW SUBDIVISION LINE
- NEW EASEMENT LINE

M MEASURED DISTANCE
R RECORDED DISTANCE A.J. GOERTZEN 4/2016
D DEEDED DISTANCE INST NO 201306652



SHEET 1 OF 2

OWNERS: CITY OF GRAND ISLAND
SUBDIVIDER: CITY OF GRAND ISLAND
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 5

PROJECT NO. 2021-08395
GI CRA VETERANS
LEGACY SOUTH SURVEY

olsson
201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

DWG: F:\2021\08001-08500\021-08395\40-Design\Survey\SRV\Sheets\V_FPLAT_02108395.dwg
DATE: Feb 23, 2022 10:10am XREFS: V_XRWAY_LDP_02108395 V_XTOPO_LDP_02108395 C_PLT_02108395 C_PBASE_02108395 C_PUTL_02108395 USER: jjimenez

VETERANS LEGACY SOUTH SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF GOVERNMENT LOT 2 IN FRACTIONAL SECTION SIX (6) AND PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), ALL IN TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE ON AN ASSUMED BEARING OF N00°15'44"W, ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.27 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE; THENCE S89°42'20"E, ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 357.88 FEET TO THE SOUTHWEST CORNER OF A TRACT AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201306652; THENCE N00°29'45"E ON THE WEST LINE OF SAID TRACT, A DISTANCE OF 44.10 FEET TO THE POINT OF BEGINNING; THENCE N00°14'24"E A DISTANCE OF 397.79 FEET; THENCE N89°44'20"W A DISTANCE OF 271.35 FEET; THENCE N00°18'02"W A DISTANCE OF 44.02 FEET; THENCE N86°50'11"W A DISTANCE OF 279.27 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WEBB ROAD; THENCE S89°29'17"W A DISTANCE OF 32.74 FEET TO A POINT ON THE WEST LINE OF FRACTIONAL SECTION 6-T11N-R9W; THENCE N00°30'43"W, ALONG SAID WEST LINE, A DISTANCE OF 1769.71 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD NEBRASKA HIGHWAY 2; THENCE S73°57'30"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD NEBRASKA HIGHWAY 2, A DISTANCE OF 2788.03 FEET; THENCE S00°12'31"E A DISTANCE OF 1466.56 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE AND ALSO BEING THE NORTH LINE OF SAID TRACT AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201306652; THENCE N89°44'53"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE AND SAID TRACT, A DISTANCE OF 2087.52 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 4680806.88 SQUARE FEET OR 107.457 ACRES MORE OR LESS OF WHICH 5.622 ACRES ARE DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2022, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART OF GOVERNMENT LOT 2 IN FRACTIONAL SECTION SIX (6) AND PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), ALL IN TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

APPROVAL

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

CHAIRPERSON DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

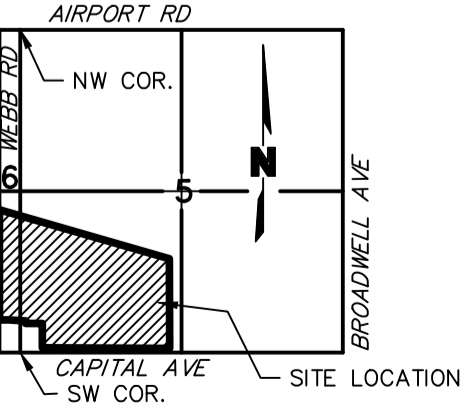
THIS _____ DAY OF _____, 2022.

MAYOR

CITY CLERK

LOCATION MAP

SEC. 5, FRAC 6, T11N, R9W
NOT TO SCALE



OWNERS: CITY OF GRAND ISLAND
SUBDIVIDER: CITY OF GRAND ISLAND
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 5

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT CITY OF GRAND ISLAND, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**VETERANS LEGACY SOUTH SUBDIVISION**" IN PART OF GOVERNMENT LOT 2 IN FRACTIONAL SECTION SIX (6) AND PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), ALL IN TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT-OF-WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA,
THIS _____ DAY OF _____, 2022.

ROGER STEELE, MAYOR, CITY OF GRAND ISLAND

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
COUNTY OF HALL

ON THIS ____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED ROGER STEELE, MAYOR, CITY OF GRAND ISLAND, TO BE PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SHEET 2 OF 2

olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2021-08395
		GI CRA VETERANS LEGACY SOUTH SURVEY

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

VETERAN'S LEGACY SOUTH SUBDIVISION

LOTS 1-5 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, City of Grand Island, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A TRACT OF LAND LOCATED IN PART OF GOVERNMENT LOT 2 IN SECTION SIX (6) AND THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIVE (5), ALL IN TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE ON AN ASSUMED BEARING OF N00°15'44"W, ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE; THENCE S89°44'54"E ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF

357.87 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NO. 201306652; THENCE N00°29'45"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 44.10 FEET TO THE POINT OF BEGINNING; THENCE N00°14'24"E A DISTANCE OF 397.79 FEET; THENCE N89°44'20"W A DISTANCE OF 271.35 FEET; THENCE N00°18'02"W A DISTANCE OF 44.02 FEET; THENCE N86°50'11"W A DISTANCE OF 279.27 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEBB ROAD; THENCE N00°30'13"W, ALONG SAID EAST RIGHT OF WAY LINE OF WEBB ROAD, A DISTANCE OF 1759.91 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OLD NEBRASKA HIGHWAY 2; THENCE S73°57'30"E, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OLD NEBRASKA HIGHWAY 2, A DISTANCE OF 2753.61 FEET; THENCE S00°12'31"E A DISTANCE OF 1466.56 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE; THENCE N89°44'53"W, ALONG THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE, A DISTANCE OF 2087.52 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 4,622,793 SQUARE FEET OR 106.125 ACRES MORE OR LESS.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as VETERAN'S LEGACY SOUTH SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner,

certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said VETERAN'S LEGACY SOUTH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to pave Sheridan Avenue and Custer Avenue in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave Sheridan Avenue and Custer Avenue, the City may create a paving district to perform such work. The Subdivider agrees to waive the right to object to the creation of any paving district for Capital Avenue where it abuts the subdivision

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of

Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks/trails required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Sheridan Avenue		Yes	NO
Custer Avenue		Yes	NO

6. **Electric.** The Subdivider agrees to install all conduit, both primary and secondary, as well as all necessary transformer pads in the subdivision in accordance with plans and specifications approved by the Utilities Department, and subject to the City's inspection.

7. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

8. **Flood Plain.** Since portions of the subdivision is within a delineated flood plain, all structures within areas identified as a special flood hazard area constructed shall have the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood as

determined by the building permit received by the Subdivider or successors from the Building Department under the provisions of applicable Federal, State, or local laws and regulations. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a qualified engineer or architect.

9. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

10. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

11. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as VETERAN'S LEGACY SOUTH SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

12. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2022.

CITY OF GRAND ISLAND, Subdivider

By: _____
Roger G. Steele, Mayor

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roger G. Steele known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

STATE OF NEBRASKA)
RaNae Edwards, City Clerk

COUNTY OF HALL) ss
)

On _____, 2022, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2022-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2022-62

WHEREAS know all men by these presents, that THE CITY OF GRAND ISLAND, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “VETERAN’S LEGACY SOUTH SUBDIVISION”, A tract of land located in part of government lot 2 in fractional Section Six (6) and part of the Southwest Quarter (SW1/4) of section five (5), all in Township Eleven (11) North, Range Nine (9) West of the 6th P.M., City of Grand Island, Hall County, Nebraska.

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 8, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 4, 2022	☐ City Attorney



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item H-1

Motion by Councilmember Paulick on Re-Consideration for Mid Nebraska Land Developers, LLC for a Conditional Use Permit to Stock Pile Concrete/Asphalt for Crushing Purposes located 1922 West Schimmer Drive with Amended Conditions of Operations

Staff Contact: Craig Lewis



1600 East 11th Road
Aurora, NE 68818

Reconsideration of Conditional
Use Permit

March 2, 2022

City of Grand Island,

Mid Nebraska Land Developers, LLC has applied for a conditional use permit with the City of Grand Island for the purpose of stock piling of asphalt and concrete paving, crushing and selling of said product. We would like to clarify and amend some action items that were brought up in the first hearing. The following are the items we amended to the first conditional use permit.

PRIMARY CONDITIONS: The permit shall be granted for a period not to exceed 2 years.

Storage of product: shall not be allowed within 20 feet of any public road right of way and limited to a maximum of 20 feet in height. Any Dust created on the site shall be controlled with water spraying.

Crushing and other activities (including lighting) at the site shall be limited to daylight hours 8am to 5pm Monday through Friday. No crushing or other processing activities shall be permitted on Saturday or Sunday s.

Truck traffic to and from the site shall utilize Schimmer Drive, no truck traffic to or from the site shall utilize Blaine Street.

I would like to personally thank everyone involved for their time, effort and input into moving this project forward.

Sincerely,

Dan Most
Operations Manager
Mid Nebraska Land Developers, LLC
1600 E 11th Rd
Aurora, NE 68818



City of Grand Island

Tuesday, March 8, 2022

Council Session

Item J-1

Approving Payment of Claims for the Period of February 23, 2022 through March 8, 2022

The Claims for the period of February 23, 2022 through March 8, 2022 for a total amount of \$2,529,475.79. A MOTION is in order.

Staff Contact: Patrick Brown