
City of Grand Island



Tuesday, May 24, 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

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, May 24, 2022

Council Session

Item C-1

Recognition of Public Works Director John Collins Retirement

The Mayor and City Council will recognize Public Works Director/City Engineer John Collins on his retirement and thank him for his years of service with the City of Grand Island. We wish him the best in his retirement.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item E-1

**Public Hearing on Request from GICS Hospitality Inc. dba
Candlewood Suites Grand Island, 859 Allen Drive for a Class "C"
Liquor License and Liquor Manager Designation for Margarita
Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska**

Council action will take place under Consent Agenda item G-3.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 24, 2022

Subject: Public Hearing on Request from GICS Hospitality Inc. dba Candlewood Suites Grand Island, 859 Allen Drive for a Class "C" Liquor License and Liquor Manager Designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

GICS Hospitality Inc. dba Candlewood Suites Grand Island, 859 Allen Drive has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol and distilled spirits on and off sale inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. See attached Police Department report.

Also submitted was a request for Liquor Manager Designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska contingent upon passing a state approved alcohol server/seller training course.

Alternatives

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

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve this application.

Sample Motion

Move to approve the application for GICS Hospitality Inc. dba Candlewood Suites Grand Island, 859 Allen Drive for a Class "C" Liquor License contingent upon final inspections and Liquor Manager designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska contingent upon passing a state approved alcohol server/seller training course.



Grand Island Police Department

Officer Report for Incident L22050282

Nature: Liquor Lic Inv

Address: 859 ALLEN DR; CANDLEWOOD

INN AND SUITES

Location: PCID

Grand Island NE 68803

Offense Codes:

Received By: Dvorak T

How Received: T

Agency: GIPD

Responding Officers: Dvorak T

Responsible Officer: Dvorak T

Disposition: CLO 05/09/22

When Reported: 12:44:51 05/04/22

Occurred Between: 12:44:51 05/04/22 and 12:44:51 05/04/22

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant:

Last:

First:

Mid:

DOB: **/**/**

Dr Lic:

Address:

Race:

Sex:

Phone:

City: ,

Offense Codes

Reported:

Observed:

Circumstances

LT14 LT14 Hotel/Motel/Etc.

Responding Officers:

Unit :

Dvorak T

309

Responsible Officer: Dvorak T

Agency: GIPD

Received By: Dvorak T

Last Radio Log: **:**:** **/**/**

How Received: T Telephone

Clearance: CL CL Case Closed

When Reported: 12:44:51 05/04/22

Disposition: CLO **Date:** 05/09/22

Judicial Status:

Occurred between: 12:44:51 05/04/22

Misc Entry:

and: 12:44:51 05/04/22

Modus Operandi:

Description :

Method :

Crime Class

Crime Class

Civil

Involvements

05/09/22

Date	Type	Description	
05/06/22	Name	Holz, Jarrod D	spouse
05/06/22	Name	Younes, Paul J	applicant
05/06/22	Name	Younes, Linda M	spouse
05/06/22	Name	Candlewood Suites,	location
05/06/22	Name	Younes-Holz, Margarita	applicant

05/09/22

Narrative

309 Liquor License Application
Grand Island Police Department

1. Date, time, reporting officer, Unit#: Sgt Dvorak #309
2. Enforcement Action/Statute or Offense/Crime Classification:
Liquor License Application
3. Description of the offense (elements of the crime/brief narrative):
GI Hospitality Inc have applied for a liquor license at Candlewood Inn Marriott
4. Requirements All Crimes against Persons or Property:
 - a. Victim/Offender Relationship:
 - b. Was Offender under influence of Alcohol or Drugs:
 - c. Weapon type if used:
 - d. Type of injury (if any):
5. Case Assessment:

Responsible LEO:

Approved by:

Date

05/09/22

Supplement**Fairfield Inn and Candlewood Suites**

GI Hospitality Inc applied for liquor licenses at properties they own here in Grand Island. The managing partner is Paul Younes. I am familiar with Younes and his business enterprises from the Kearney area. Also on these applications is listed Margarita (Maggie) Holz-Younes. I determined that Maggie Holz is Paul and Linda Younes' daughter.

I checked with the NE Liquor Commission regarding Younes and/or GI Hospitality Inc. Shannon advised that Paul Younes and his wife Linda Younes have numerous valid permits for many of the properties they own. She was not specific, but indicated they have held liquor licenses for many years on numerous properties.

I then noted that Fairfield Inn had previous Liquor License Investigations from 2010 and 2012. (see L12034201) Paul and Linda Younes were approved for their licenses at that time. I noted no such approval for Candlewood Inn and Suites, which only opened for business a few years ago. I then contacted RaNae Edwards, the City Clerk, to check on the status of Fairfield and Candlewood. RaNae confirmed that Fairfield Inn has a currently approved permit from the City of Grand Island with Paul and Linda Younes. Candlewood Suites does not. I telephoned the Younes' attorneys offices to see if I could gain some clarity as to these two applications.

In the meantime, I performed the standard background checks for the parties listed as having ownership/interest in the LLC. Paul and Linda Younes had been investigated in 2012 by Lt Vitera, so I focused on any records that have been recorded since that time. Linda signed the application as a Non-Participating spouse, and I found no criminal record of concern for her. Linda did have a traffic violation in 2017. I found Paul Younes has been contacted for moving traffic violations four times since 2012, but for minor offenses. I noted that Paul Younes was on Probation from May 2016 until May 2021. The records indicated he fulfilled the stipulations of his probation, and was fully discharged. The probation resulted from an Immigration and Customs charge in 2015. Paul disclosed that violation on the application.

I also checked a paid, Law Enforcement Only service that discloses mostly personal and civil information such as claims, judgements, lawsuits and bankruptcies. I found nothing of concern for Paul and Linda Younes.

I then checked records for Maggie Holz and her husband Jarrod. Jarrod Holz signed the application as a Non-Participating spouse. I located minor traffic violations for Jarrod, but these were historical in nature. Jarrod does have one conviction in criminal court, from 2006, but it is a misdemeanor offense relating to a college party. All violations I located were disclosed on the application.

I again utilized the paid, Law Enforcement Only website to check on Jarrod and Maggie. I found no listings of concern.

On 5-9-22 I received a return phone call from Luke Simpson, an attorney in Kearney who represents the LLC. Simpson said that the LLC has been reconfigured to add Maggie Younes Holz.

Simpson also advised that all properties owned by the Younes Group are applying for new Class C liquor licenses. Simpson said that previously the motel properties only applied for Class I Licenses, which permits On Sale, on the

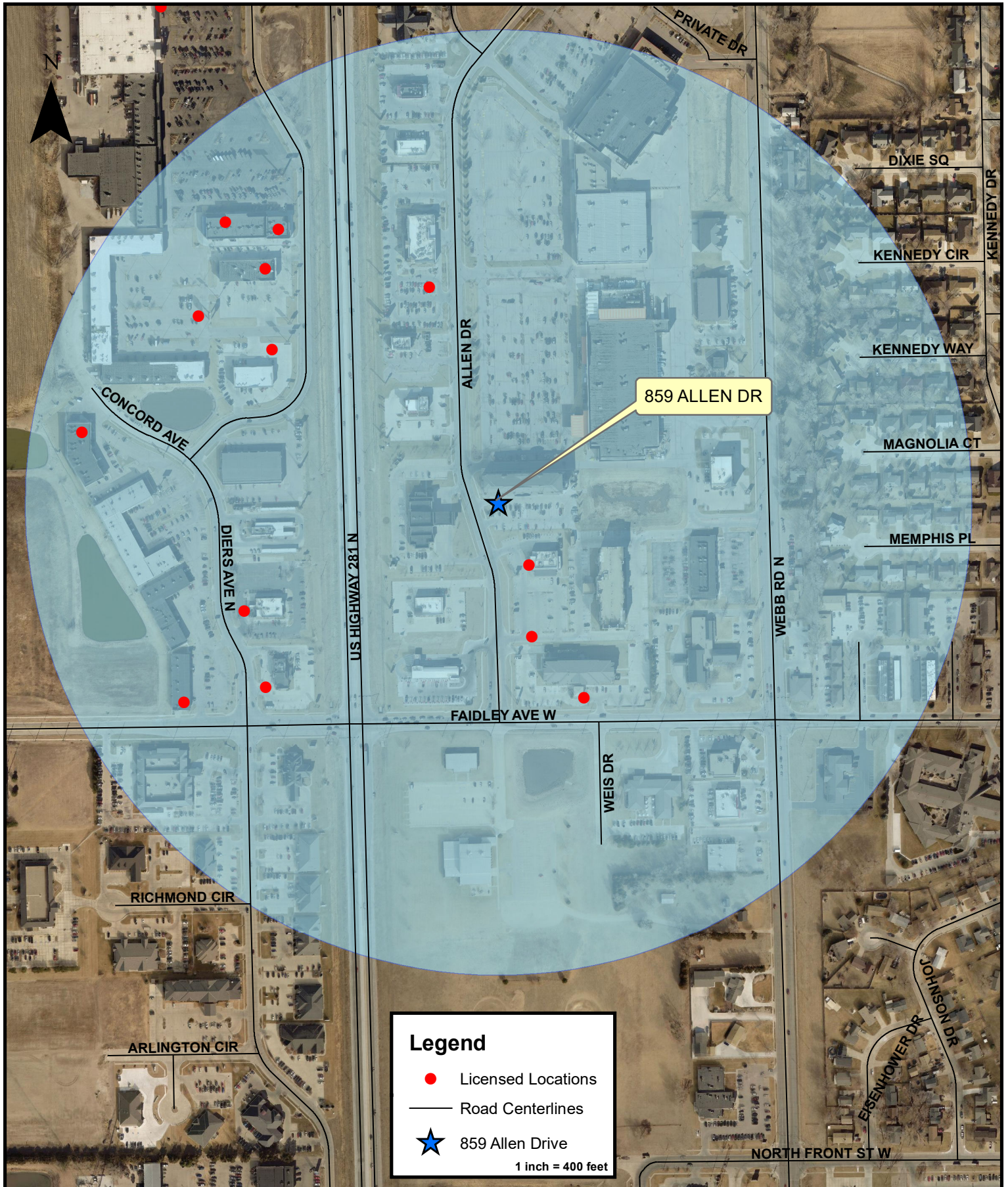
05/09/22

premises. Simpson said that hospitality industry trends indicate that patrons want to be able to purchase alcohol from the small "Marketplace" convenience areas located next to the front desk in the hotel properties. In order to meet demand, the Younes Group needs to possess Class C Licenses, which permits both on and off sale.

GI Hospitality Inc has had active liquor licenses in Grand Island for at least ten years, and I found no evidence of any problems related to their properties. Therefore, the Grand Island Police Department has no objections to GI Hospitality Inc being issued new Class C licenses on any of their properties.

05/09/22

Liquor License Application: Class "C": Candlewood Suites





City of Grand Island

Tuesday, May 24, 2022

Council Session

Item E-2

**Public Hearing on Request from GICS Hospitality Inc. dba
Fairfield Inn - Marriot - Grand Island, 805 Allen Drive for a Class
"C" Liquor License and Liquor Manager Designation for
Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska**

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 24, 2022

Subject: Public Hearing on Request from GICS Hospitality Inc.
dba dba Fairfield Inn - Marriot - Grand Island, 805 Allen
Drive for a Class "C" Liquor License and Liquor
Manager Designation for Margarita Younes-Holz, 12 21st
Avenue Place, Kearney, Nebraska

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

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- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

GICS Hospitality Inc. dba dba Fairfield Inn - Marriot - Grand Island, 805 Allen Drive has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol and distilled spirits on and off sale inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. See attached Police Department report.

Also submitted was a request for Liquor Manager Designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska contingent upon passing a state approved alcohol server/seller training course.

Alternatives

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

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve this application.

Sample Motion

Move to approve the application for GICS Hospitality Inc. dba Fairfield Inn - Marriot - Grand Island, 805 Allen Drive for a Class "C" Liquor License contingent upon final inspections and Liquor Manager designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska contingent upon passing a state approved alcohol server/seller training course.



Grand Island Police Department

Officer Report for Incident L22050283

Nature: Liquor Lic Inv

Address: 805 ALLEN DR; FAIRFIELD INN
AND SUITES

Location: PCID

Grand Island NE 68803

Offense Codes:

Received By: Dvorak T How Received: T Agency: GIPD
Responding Officers: Dvorak T
Responsible Officer: Dvorak T Disposition: CLO 05/09/22
When Reported: 12:46:08 05/04/22 Occurred Between: 12:46:08 05/04/22 and 12:46:08 05/04/22

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant:

Last:

First:

Mid:

DOB: **/**/**

Dr Lic:

Address:

Race:

Sex:

Phone:

City: ,

Offense Codes

Reported:

Observed:

Circumstances

LT14 LT14 Hotel/Motel/Etc.

Responding Officers:

Unit :

Dvorak T

309

Responsible Officer: Dvorak T

Agency: GIPD

Received By: Dvorak T

Last Radio Log: **/**/** **/**/**

How Received: T Telephone

Clearance: CL CL Case Closed

When Reported: 12:46:08 05/04/22

Disposition: CLO Date: 05/09/22

Judicial Status:

Occurred between: 12:46:08 05/04/22

Misc Entry:

and: 12:46:08 05/04/22

Modus Operandi:

Description :

Method :

Crime Class

Crime Class

Civil

Involvements

05/09/22

Date	Type	Description	
05/06/22	Name	Holz, Jarrod D	spouse
05/06/22	Name	Younes, Paul J	applicant
05/06/22	Name	Younes, Linda M	spouse
05/06/22	Name	Fairfield Inn and Suites,	location
05/06/22	Name	Younes-Holz, Margarita	applicant

05/09/22

Narrative

309 Liquor License Application
Grand Island Police Department

1. Date, time, reporting officer, Unit#: Sgt Dvorak #309
2. Enforcement Action/Statute or Offense/Crime Classification:
Liquor License Application
3. Description of the offense (elements of the crime/brief narrative):
GI Hospitality Inc have applied for a liquor license at Fairfield Inn and Suites
4. Requirements All Crimes against Persons or Property:
 - a. Victim/Offender Relationship:
 - b. Was Offender under influence of Alcohol or Drugs:
 - c. Weapon type if used:
 - d. Type of injury (if any):
5. Case Assessment:

Responsible LEO:

Approved by:

Date

05/09/22

Supplement**Fairfield Inn and Candlewood Suites**

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I checked with the NE Liquor Commission regarding Younes and/or GI Hospitality Inc. Shannon advised that Paul Younes and his wife Linda Younes have numerous valid permits for many of the properties they own. She was not specific, but indicated they have held liquor licenses for many years on numerous properties.

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I also checked a paid, Law Enforcement Only service that discloses mostly personal and civil information such as claims, judgements, lawsuits and bankruptcies. I found nothing of concern for Paul and Linda Younes.

I then checked records for Maggie Holz and her husband Jarrod. Jarrod Holz signed the application as a Non-Participating spouse. I located minor traffic violations for Jarrod, but these were historical in nature. Jarrod does have one conviction in criminal court, from 2006, but it is a misdemeanor offense relating to a college party. All violations I located were disclosed on the application.

I again utilized the paid, Law Enforcement Only website to check on Jarrod and Maggie. I found no listings of concern.

On 5-9-22 I received a return phone call from Luke Simpson, an attorney in Kearney who represents the LLC. Simpson said that the LLC has been reconfigured to add Maggie Younes Holz.

Simpson also advised that all properties owned by the Younes Group are applying for new Class C liquor licenses. Simpson said that previously the motel properties only applied for Class I Licenses, which permits On Sale, on the

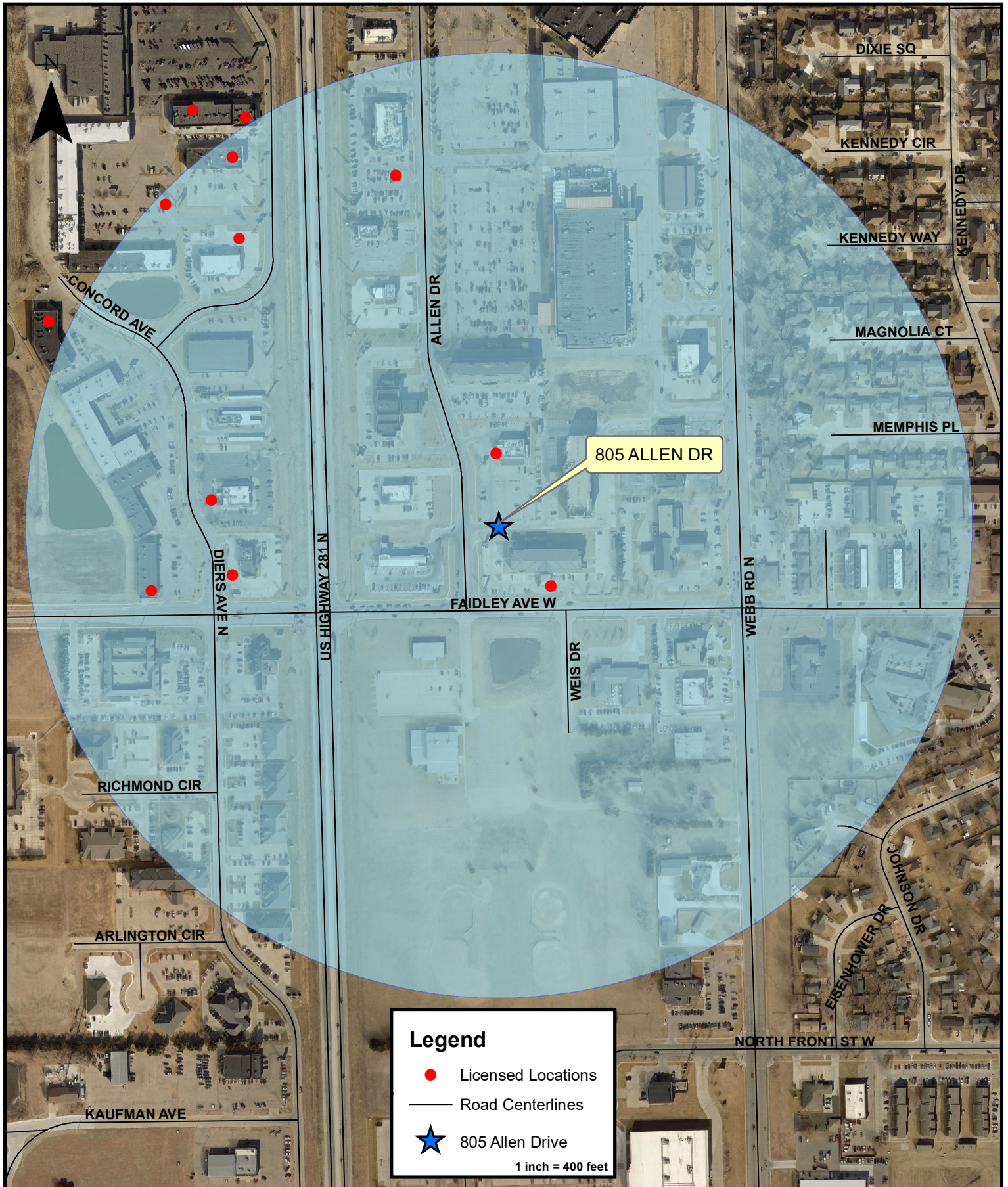
05/09/22

premesis. Simpson said that hospitality industry trends indicate that patrons want to be able to purchase alcohol from the small "Marketplace" convenience areas located next to the front desk in the hotel properties. In order to meet demand, the Younes Group needs to possess Class C Licenses, which permits both on and off sale.

GI Hospitality Inc has had active liquor licenses in Grand Island for at least ten years, and I found no evidence of any problems related to their properties. Therefore, the Grand Island Police Department has no objections to GI Hospitality Inc being issued new Class C licenses on any of their properties.

05/09/22

Liquor License Application: Class "C": Fairfield Inn – Marriot





City of Grand Island

Tuesday, May 24, 2022

Council Session

Item E-3

Public Hearing on Request from Boulder Flatts, LLC dba Boulder Flatts, 4058 Enterprise Avenue for a Class "I" Liquor License and Liquor Manager Designation for Mckenzie Brown, 2510 South North Road, Grand Island, Nebraska

Council action will take place under Consent Agenda item G-5.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 24, 2022

Subject: Public Hearing on Request from Boulder Flatts, LLC dba Boulder Flatts, 4058 Enterprise Avenue for a Class "I" Liquor License and Liquor Manager Designation for Mckenzie Brown, 2510 South North Road, Grand Island, Nebraska

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

Boulder Flatts, LLC dba Boulder Flatts, 4058 Enterprise Avenue has submitted an application for a Class "I" Liquor License. A Class "I" Liquor License allows for the sale of alcohol and distilled spirits on sale only inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. See attached Police Department report.

Also submitted was a request for Liquor Manager Designation for Mckenzie Brown, 2510 South North Road, Grand Island, Nebraska. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Mckenzie Brown, 2510 South North Road, Grand Island, Nebraska.

Alternatives

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

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve this application.

Sample Motion

Move to approve the application for Boulder Flatts, LLC dba Boulder Flatts, 4058 Enterprise Avenue for a Class "I" Liquor License contingent upon final inspections and Liquor Manager designation for Mckenzie Brown, 2510 South North Road, Grand Island, Nebraska.



Grand Island Police Department

Officer Report for Incident L22050891

Nature: Liquor Lic Inv
Location: PAOS

Address: 4058 ENTERPRISE AVE
Grand Island NE 68803

Offense Codes:

Received By: Dvorak T How Received: T Agency: GIPD
Responding Officers: Dvorak T
Responsible Officer: Dvorak T Disposition: CLO 05/19/22
When Reported: 14:44:15 05/12/22 Occurred Between: 14:44:15 05/12/22 and 14:44:15 05/12/22

Assigned To: Detail: Date Assigned: **/**/**
Status: Status Date: **/**/** Due Date: **/**/**

Complainant:

Last: First: Mid:
DOB: **/**/** Dr Lic: Address:
Race: Sex: Phone: City: ,

Offense Codes

Reported: Observed:

Circumstances

LT25 LT25 Other/Unknown Location

Responding Officers: Unit :
Dvorak T 309

Responsible Officer: Dvorak T Agency: GIPD
Received By: Dvorak T Last Radio Log: **/**/** **/**/**
How Received: T Telephone Clearance: CL CL Case Closed
When Reported: 14:44:15 05/12/22 Disposition: CLO Date: 05/19/22
Judicial Status: Occurred between: 14:44:15 05/12/22
Misc Entry: and: 14:44:15 05/12/22

Modus Operandi: Description : Method :

Involvements

Date	Type	Description
05/12/22	Name	Bear-Brown, Lori J owner

05/20/22

05/12/22	Name	Brown, Joseph M	owner
05/12/22	Name	Brown, McKenzie J	proposed manager
05/12/22	Name	Boulder Flatts,	business

05/20/22

Narrative

Liquor License
Grand Island Police Department

Joseph "Mick" Brown and his wife Lori Bear-Brown, along with their daughter McKenzie Brown have applied for a Class I (on sale only) Liquor License for their new reception hall, Boulder Flatts. The enterprise will be owned by Boulder Flatts LLC, and newly minted organization. McKenzie has applied to be the Liquor Manager for the operation.

The reception hall, which is still under construction, is located on the west side of the Browns' First Holiday Tour and Travel/Holiday Express business at 2510 S North Road.

Responsible LEO:

Approved by:

Date

05/20/22

Supplement

309

Boulder Flatts Liquor License

I received a new business liquor license application for Boulder Flatts LLC, doing business as Boulder Flatts, which is a reception hall under construction at 4058 Enterprise Avenue. The LLC ownership consists of Holiday Tour and Travel/Holiday Express owners Joseph "Mick" Brown and his wife Lori Bear-Brown. The Browns list that their daughter, McKenzie Brown, will manage the business and be the liquor manager for Boulder Flatts Reception Hall.

The proposed reception hall is located on the far west side of the Holiday Express/Holiday Tour and Travel property. The building is still under construction.

I am familiar with Joseph "Mick" Brown, and the Holiday businesses. I know the Browns to have lived in local Grand Island for some time, and I know that their business is successful and has expanded substantially since its inception. I noted that McKenzie does not list a spouse.

I checked the backgrounds of all three Browns to be involved Boulder Flatts. I perused local files through Spillman. I checked State files for any criminal history. I also utilized a paid Law Enforcement Only website that deals with civil matters and bankruptcies. I noted there were no active warrants for any of the three.

Lori Bear Brown has three warnings for traffic violations, one each in 2008, 2011 and 2015. Joseph "Mick" Brown has historical convictions (30+ years ago) for driving during suspension, and two more recent contacts for motor vehicle violations. McKenzie Brown has one local speeding conviction from five years ago. No other entries of concern were noted.

The Law Enforcement Only information usually covers any outstanding and historical bankruptcies, judgements and liens. I noted nothing current, only one judgement, regarding Joseph Brown historically, and nothing out of the ordinary for any of the three.

On May 12th I met with Mick and McKenzie Brown at the construction site. NSP Investigator Todd Suchsland also met us there. The building has walls up, and work is beginning inside, but the building is not "enclosed" yet, and still has a lot of work to be done in finishing the interior. No work has yet started on the paving or fencing for patios or parking lots.

Suchsland covered State licensing concerns and related questions. McKenzie Brown advised that she will manage the business and be the liquor manager. Mick advised that he will employ four other family members as much as possible, but may bring in outside security for select events. McKenzie said they plan to be available for contract rental any day of the week, and will contract to close at midnight regardless of the event or day of the week. She said she believes she will have to have 3-4 security personnel, 4 bartenders, and 2 custodial employees present for most events.

Suchsland covered the online training that must occur for anyone serving alcohol, and I explained some of the issues with underage drinking at weddings and quinceañeras. I recommended the use of wristbands, and strict ID procedures. Mick advised that they will have security cameras in place by the time they

05/20/22

open, and assured us that they will have a good relationship with GIPD for any issues that are encountered.

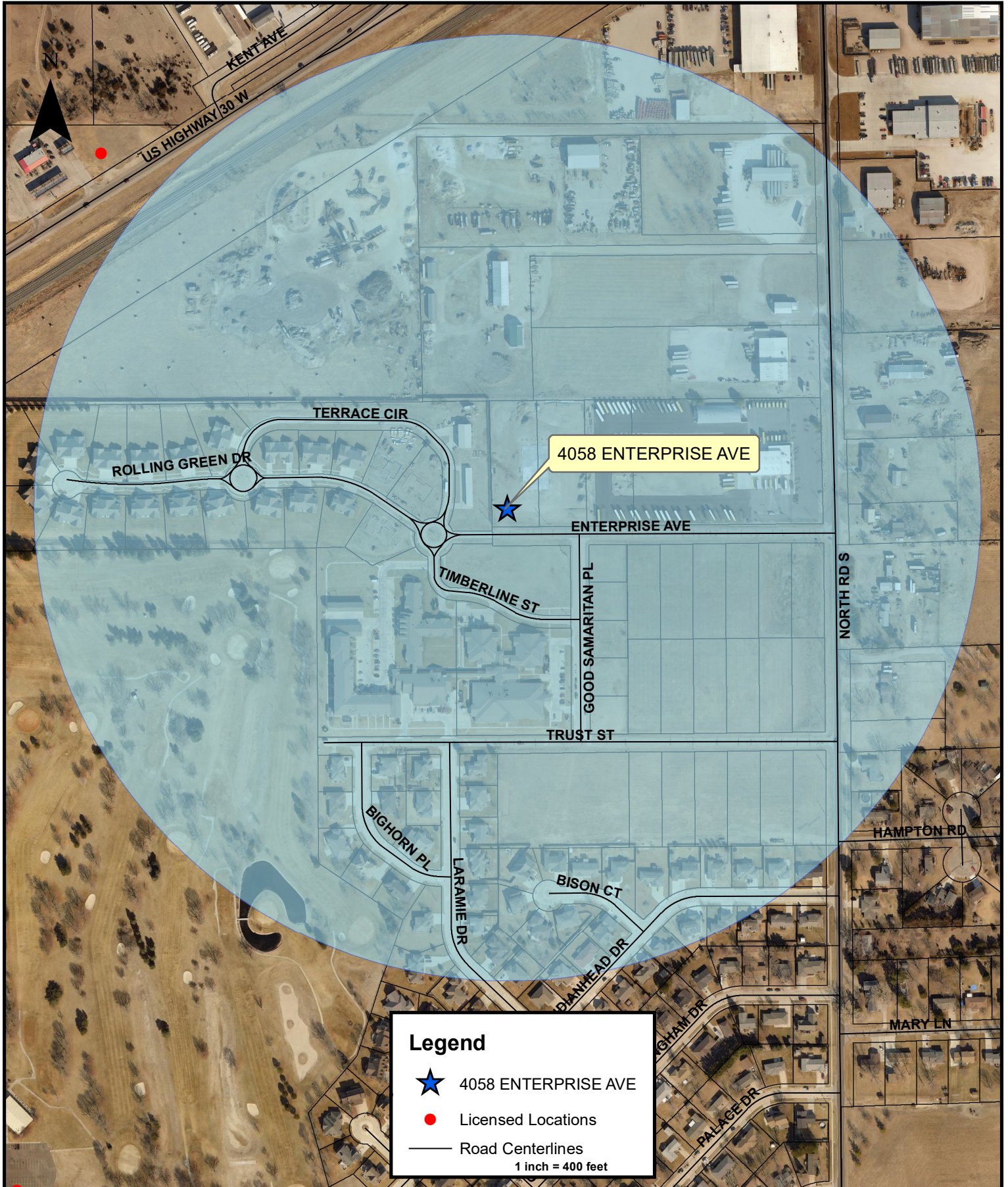
I noted that the business, while located on Holiday property, is in the direct vicinity of the Good Samaritan Village, which is Senior Citizen housing that incorporates independent living in townhouses and apartments, and also an assisted living care facility. Enterprise road is very narrow, and has no shoulders. I noted that the parking lot will be on the east and west sides of their facility, and the fenced outdoor patio area will be on the north side, so it will hopefully not incur any noise complaints from Good Samaritan residents. However, depending on the attendance for large weddings and some quinceaneras, overflow parking on Enterprise might become an issue.

Other than these potential minor concerns, the overall project appears to be well planned, and the Browns are aware of their liability and duties with regards to running a large reception hall.

The Grand Island Police Department has no objections to granting Boulder Flatts LLC, and McKenzie Brown a class I Liquor license.

05/20/22

Liquor License Application: Class "I": Boulder Flatts, LLC





City of Grand Island

Tuesday, May 24, 2022

Council Session

Item E-4

Public Hearing on Redevelopment Plan for CRA No. 36 for Property Located South of Nebraska Highway 2 and East of Independence Avenue Along Montana Avenue, Grand Island, Nebraska for Residential Purposes(Paramount Development)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: May 24, 2022

Subject: Site Specific Redevelopment Plan for CRA Area #36
Paramount Development Montana Avenue

Presenter(s): Chad Nabity, AICP CRA Director

Background

Paramount Development is proposing to develop property south of Montana Avenue and east of Independence Avenue for residential uses. They are also proposing 6 units of housing in 3 duplexes. The property is zoned RO Residential Office and consists of 3 lots within the Northwest Gateway Subdivision. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on April 13, 2022 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on May 11, 2022. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on May 11, 2022. The Planning Commission approved Resolution 2022-10 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 392 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #36 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for the acquisition costs of the property as well as the site work, grading and sidewalks. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of \$263,200.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 36
April 2022**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 36 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area 36.

Executive Summary:

Project Description

THE REDEVELOPMENT OF LOTS 10, 11, AND 12 OF NORTHWEST GATEWAY SUBDIVISION LOCATED SOUTH OF MONTANA AVENUE AND WEST OF IDAHO AVENUE IN NORTHWEST GRAND ISLAND FOR A RESIDENTIAL DEVELOPMENT 6 UNITS OF HOUSING IN 3 DUPLEXES.

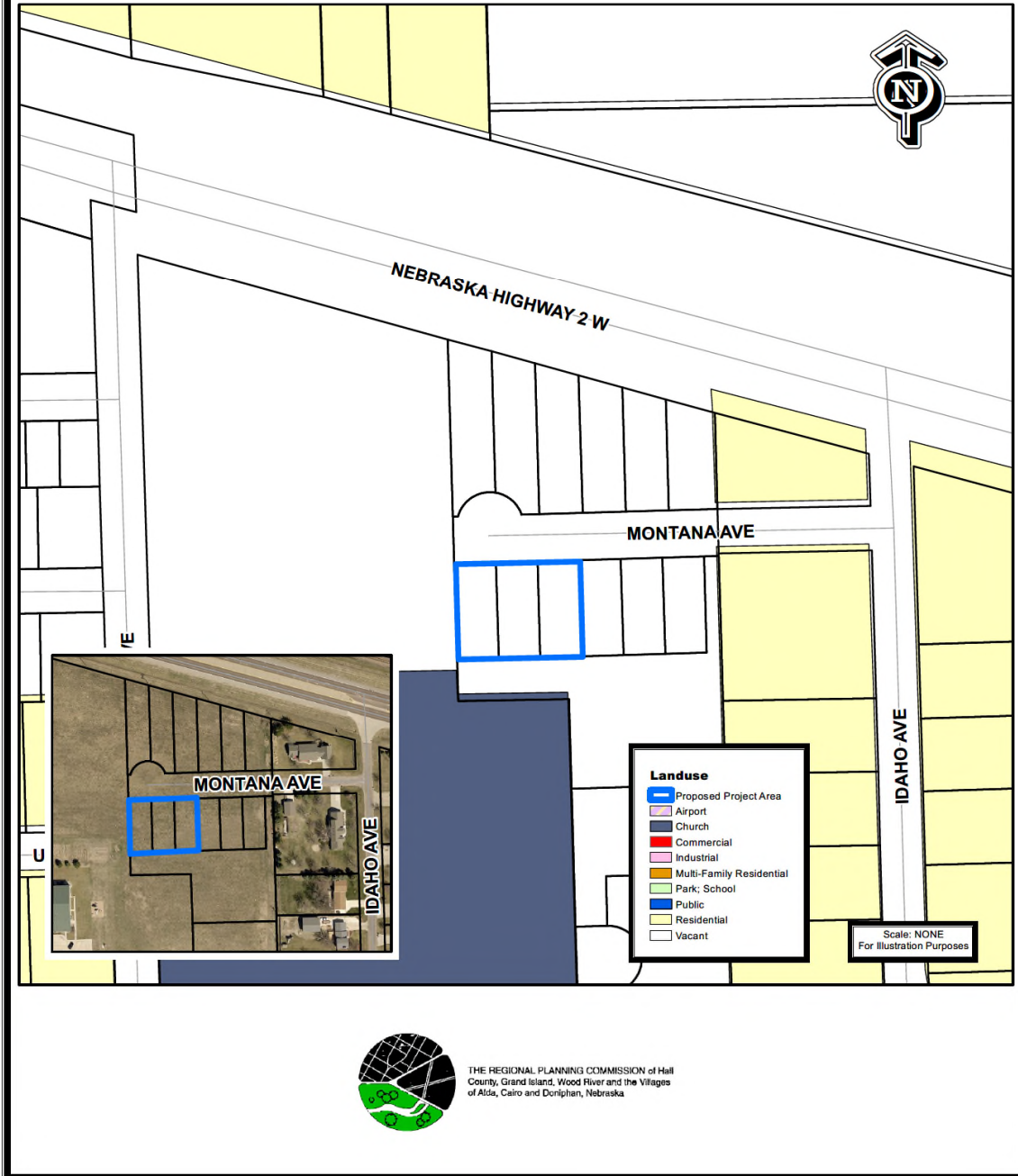
The use of Tax Increment Financing to aid in redevelopment expenses associated with building 3 duplexes (6 units of housing) including acquisition, fill and grading, sidewalks and utility improvements. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The 2020 Housing Study for the City of Grand Island identified a need of 1361 new rental and owner occupied housing units by 2024.

Paramount Development will be acquiring this property from O’Neill Wood Resources who acquired it in 2021. Changes in the cost of construction, availability of materials have led to this application for assistance with the project. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the construction of units. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over multiple 15 year periods beginning January 1, 2024 towards the allowable costs and associated financing for the development of this property.

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

Legal Descriptions: Lots 10, 11 and 12 of Northwest Gateway Subdivision in the City of Grand Island, Hall County, Nebraska.

TAX INCREMENT FINANCING - PROJECT SITE EXISTING LANDUSE MAP



Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2024 through 2039 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from development of the property for residential and commercial uses as previously described.

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on January 25, 2022.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on May 11, 2022 and passed Resolution 2022-10 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District. The school district was notified of this plan amendment prior to it being submitted to the CRA for initial consideration.

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

a. Land Acquisition:

This Redevelopment Plan for Area 36 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

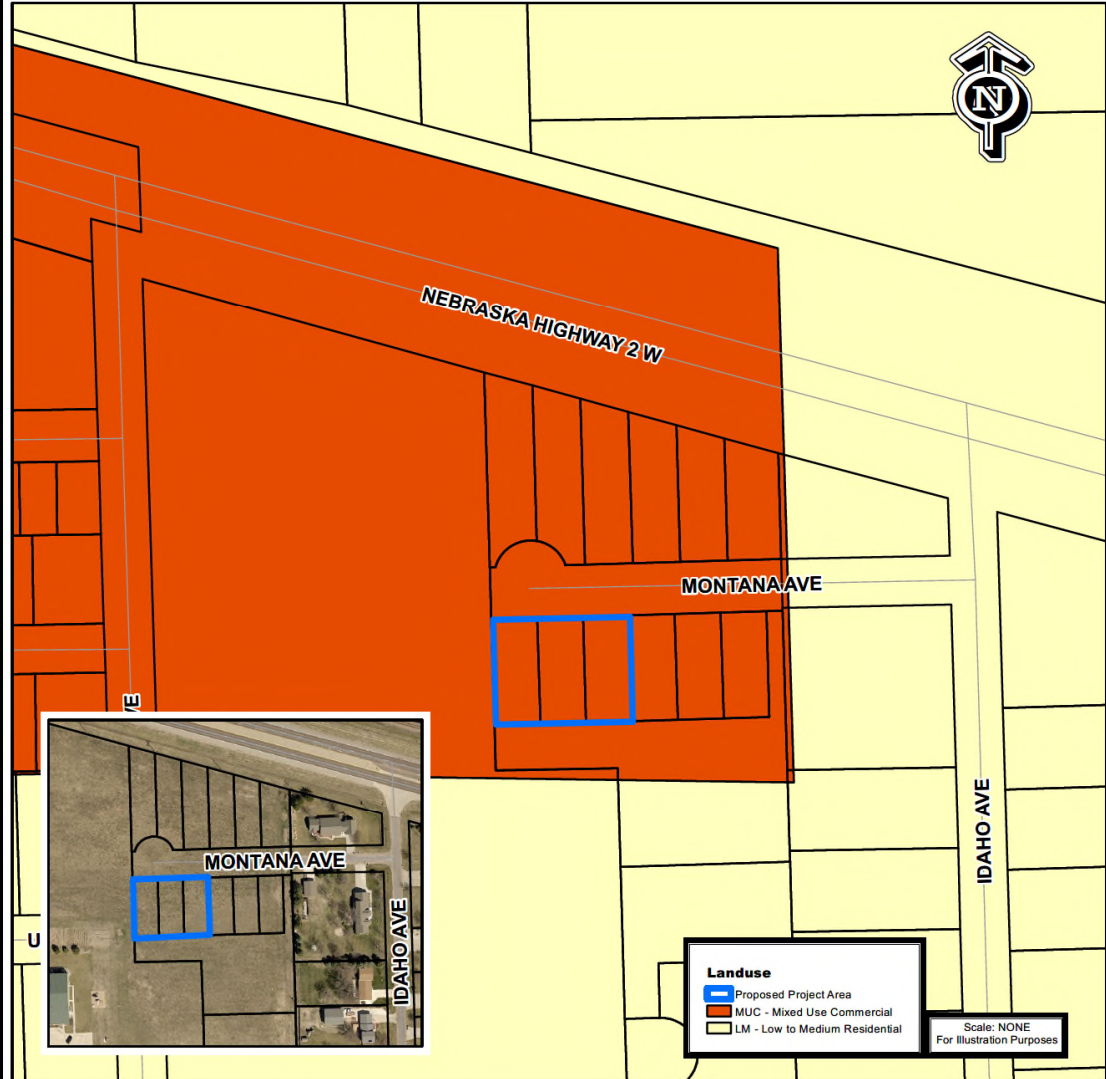
b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for mixed use commercial development which includes residential, commercial and office uses. The property is zoned RO residential office and residential or office uses would be permitted. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]

TAX INCREMENT FINANCING - PROJECT SITE FUTURE LANDUSE MAP



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

City of Grand Island Future Land Use Map

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

The area is zoned RO Residential Office. The future land use map calls for mixed use commercial development across this entire site. New public streets and utilities have been extended throughout the site and the cost of the property included payments for those improvements. TIF revenues will offset the cost of acquisition and sitework of those improvements. No changes are anticipated in building codes or other ordinances. No other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The RO zoning district does not have a maximum residential density but does require a 6000 square foot minimum lot size. Two off street parking spaces are required for each dwelling unit constructed. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sanitary sewer and water are available to support this development.

Electric utilities are sufficient for the proposed use of this property. Electric lines, transformers, and conduit will need to be extended throughout the property.

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property is vacant and has been vacant for more than 1 year; no relocation is contemplated or necessary. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA have any interest in this property.

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

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

The purchase price of the property is \$135,000 as an eligible expense. The estimated costs of utilities including sewer, water and electric is \$38,000. The cost of grading, site prep and dirt work is \$45,000. Sidewalks and drainage are estimated at \$28,500. Other costs including landscaping and financing fees are estimated at \$33,000 Planning activities including engineering, architecture, legal fees and government fees are

estimated at \$12,700. The total of the eligible expenses for this project is estimated by the developer at over \$1,220,000.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$263,200 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2024 through December 2039.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of increasing the number of residential units within the City of Grand Island and encouraging infill development.

8. Time Frame for Development

Development of this project is anticipated to begin in the 2022 year. The duplexes should be completed before the end of 2023. It is anticipated that the units in this development will be fully built out in 2023 with the tax increment on those homes beginning with the

2024 tax year. Based on the projected valuation of this project it is estimated that the TIF Bonds will pay off in just under 8 years.

9. Justification of Project

The 2020 housing study for the City of Grand Island projected that by 2024 we would need an additional 1361 new housing units. There should be 902 non-age restricted units with 518 owner occupied and with 384 rental units. There should be 459 age restricted unit 459 with 222 as 55+ owner occupied and with 237 as 55+ rental units. Between January 1 of 2020 and December of 2021 the city issued permits for 430 new housing units including both restricted and unrestricted units leaving a need for 931 additional units by 2024. The current housing market, a combination of the cost of producing housing and the prevailing wages, has not created a situation that gives the markets sufficient incentive to build the number housing units required to meet community needs. This lack of housing options impacts a variety of other areas within the community including work force development, overcrowding, and maintenance of residential units. This project will create new housing options for all citizens and potential citizens of Grand Island and will likely result in the sale of existing homes around the city.

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

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2019), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately \$263,200 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$961,083 in private sector financing; a private investment of \$3.65 for every TIF dollar invested.

Use of Funds	Source of funds		
Description	TIF Funds	Private Funds	Total
Site Acquisition	\$135,000		\$135,000
Building Costs		\$932,083	\$932,083
Sewer	\$10,000		\$10,000
Water	\$10,000		\$10,000
Electric	\$18,000		\$18,000
Public Streets/ sidewalks	\$28,500		\$28,500
Site prep/ Dirt work	\$45,000		\$45,000
Planning (Arch. & Eng.)	\$3,000		\$3,000
Financing fees/ audit	\$0	\$5,000	\$5,000
Legal/ TIF contract	\$9,700		\$9,700
Other	\$4,000	\$24,000	\$28,000
			\$0
Total	\$263,200	\$961,083	\$1,224,283

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2022 valuation of approximately \$22,014. Based on the 2021 levy this would result in a real property tax of approximately \$477. It is anticipated that the assessed value will increase by \$1,681,986 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$36,472 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for the period of the bonds, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2022 assessed value:	\$	22,014
Estimated value after completion	\$	1,704,000
Increment value	\$	1,681,986
Annual TIF generated (estimated)	\$	36,472
TIF bond issue	\$	263,200

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

The redevelopment project area currently has an estimated valuation of \$22,014. The proposed redevelopment will create additional valuation of \$1,704,000 over the course of the next year. The project creates additional valuation that will support taxing entities long after the project is paid off along with providing 6 additional housing units. The tax shift from this project will be equal to the total of the bond principal of \$263,200 if fully funded and any associated interest on the bond to be assigned with contract approval.

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

Existing water and waste water facilities will not be negatively impacted by this development. The electric utility has sufficient capacity to support the development. This is infill development with services connecting to existing line with capacity. This development will result in a larger number of students in the Engleman Elementary School service area. Fire and police protection are available and should not be negatively impacted by this development though there will be some increased need for officers and fire fighters as the City continues to grow whether from this project or others.

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

This will provide additional housing options for the residents of Grand Island.

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

This project will not have a negative impact on other employers different from any other expanding business within the Grand Island area. Grand Island does have tight labor market and part of that is due to the availability and cost of housing. This development may help alleviate some of those pressures.

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

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

The average number of persons per household in Grand Island for 2015 to 2019 according the American Community Survey is 2.61. Six additional households would house 16 people. According to the 2010 census 19.2% of the population of Grand Island was over 4 years old and under 18 years old. 2020 census number for this population cohort are not yet available but 27.6% of the 2021 population is less than 18 years of age this is the same percentage as the under 18 age cohort in 2010. If the averages hold it would be expected that there would be an additional 3 school age children generated by this development. According to the National Center for Educational Statistics¹ the 2019-20 enrollment for GIPS was 10,070 students and the cost per student in 2017-18 was \$12,351 of that \$4,653 is generated locally.

The Grand Island Public School System was notified on April 6, 2022 that the CRA would be considering this application at their April 13, 2022 meeting.

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

This project is consistent the goals of the 2020 Housing Study for the City of Grand Island to create more than 1361 new housing units. Between January of 2020 and December of 2021 the City of Grand Island has issue permits for 430 housing units. The local housing market is not capable of producing the number of units needed at market rate given the costs of building and development.

Time Frame for Development

Development of this project is anticipated to be completed during between Fall of 2022 and the end of 2023. The base tax year should be calculated on the value of the property as of January 1, 2023. Excess valuation should be available for this project beginning in 2024 with taxes due in 2025. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years on each property or an amount not to exceed \$263,200 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$263,200 on TIF eligible activities.

¹ https://nces.ed.gov/ccd/districtsearch/district_detail.asp?ID2=3100016



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Address:

Telephone No.: _____ Fax No.: _____

Email: _____

Contact:

Application Submission Date: _____

Brief Description of Applicant's Business:

Legal Description/Address of Proposed Project

Community Redevelopment Area Number

Present Ownership Proposed Project Site:

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

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

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ _____
B. Building	\$ _____

Construction Costs:

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

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

Soft Costs:

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

TOTAL \$ _____

Total Estimated Market Value at Completion: \$ _____

Source for Estimated Market Value _____

Source of Financing:

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

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

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

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

Project Construction Schedule:

Construction Start Date:

Construction Completion Date:

If Phased Project:

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

XII. Please Attach Construction Pro Forma

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

TAX INCREMENT FINANCING REQUEST INFORMATION

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

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

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

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

Projected 3 Duplexes Cost
4157, 4161 and 4163 Montana Grand Island, NE

Acquisition		\$135,000.00
Earthwork		\$45,000.00
Concrete		
Footings, House pad, front and back patios, dirt work		\$176,772.00
Sidewalks and drives		\$28,500.00
HVAC	Island Indoor Climate	\$43,770.00
Electrical	Island Electrical	\$40,500.00
New service to building		\$18,000.00
Plumbing		
Plumbing bid		\$59,616.00
New sewer line to building		\$18,000.00
Drafting Fees		
		\$3,000.00
Employee Labor		
Site prep		\$4,000.00
Landscaping		
UGS, Sod, Plants, Rocks, Mulch and Trees		\$24,000.00
Mead Lumber		
Roof Framing & Trusses		\$104,481.09
Main Framing		\$49,586.22
Roofing Materials		\$16,335.90
Siding, Soffit & Fascia		\$17,835.27
Drwall & Insulation		\$28,902.99
Ext Doors & Windows		\$19,790.22
Int Doors & Hardware		\$18,037.65
Moulding		\$1,151.68
Cabinets		\$24,597.66
Subtotal		\$280,718.68
7.5% Tax		\$21,053.90
		\$301,772.58
Sheet Rock		
Install, Mud and Finish		JPR Drywall
		\$30,000.00
Fiber Cement Siding		
4 ft back building		\$5,000.00
Gutters		
Meister Gutter		

\$4,500.00

Vinyl Fencing

Back patio dividers

\$600.00

Concrete and forms

\$600.00

Posts

\$600.00

\$1,800.00

Painting

Paint and Primer

\$3,450.00

Labor

\$25,500.00

\$28,950.00

Labor

3 full time laborers - 8 month project

Includes all framing, roofing, siding, soffit, fascia,
Install of cabinetry, interior and exterior doors,
windows, trim, countertops

\$139,800.00

Kitchen

Cabinets

White Shaker Style

On Mead Quote

Hardware

\$30.00

Appliances

Blk 4 pc each kitchen

\$2,200.00

Countertops

\$350.00

Backsplash

\$275.00

Sink

\$200.00

Faucet

\$185.00

Garbage Disposal

\$125.00

Per Unit \$3,365.00 X

6

\$20,190.00

Lighting Fixtures

Int/Ext Lighting fixtures, Ceiling Fans

\$4,860.00

2 Full Baths Each Unit

Tub/Shower Combo

\$600.00

Master Shower

\$1,500.00

Toilet

\$410.00

Vanity w/ Top and Sink

\$600.00

Tri-View Med Cabinet

\$130.00

Backsplash

\$300.00

Towel Bar Set

\$70.00

Lighting

\$150.00

Faucet

\$300.00

Per Unit \$4,060.00 X

6

\$24,360.00

Flooring

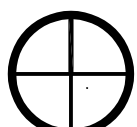
Bdrm Carpets

\$6,500.00

VPL and adhesive

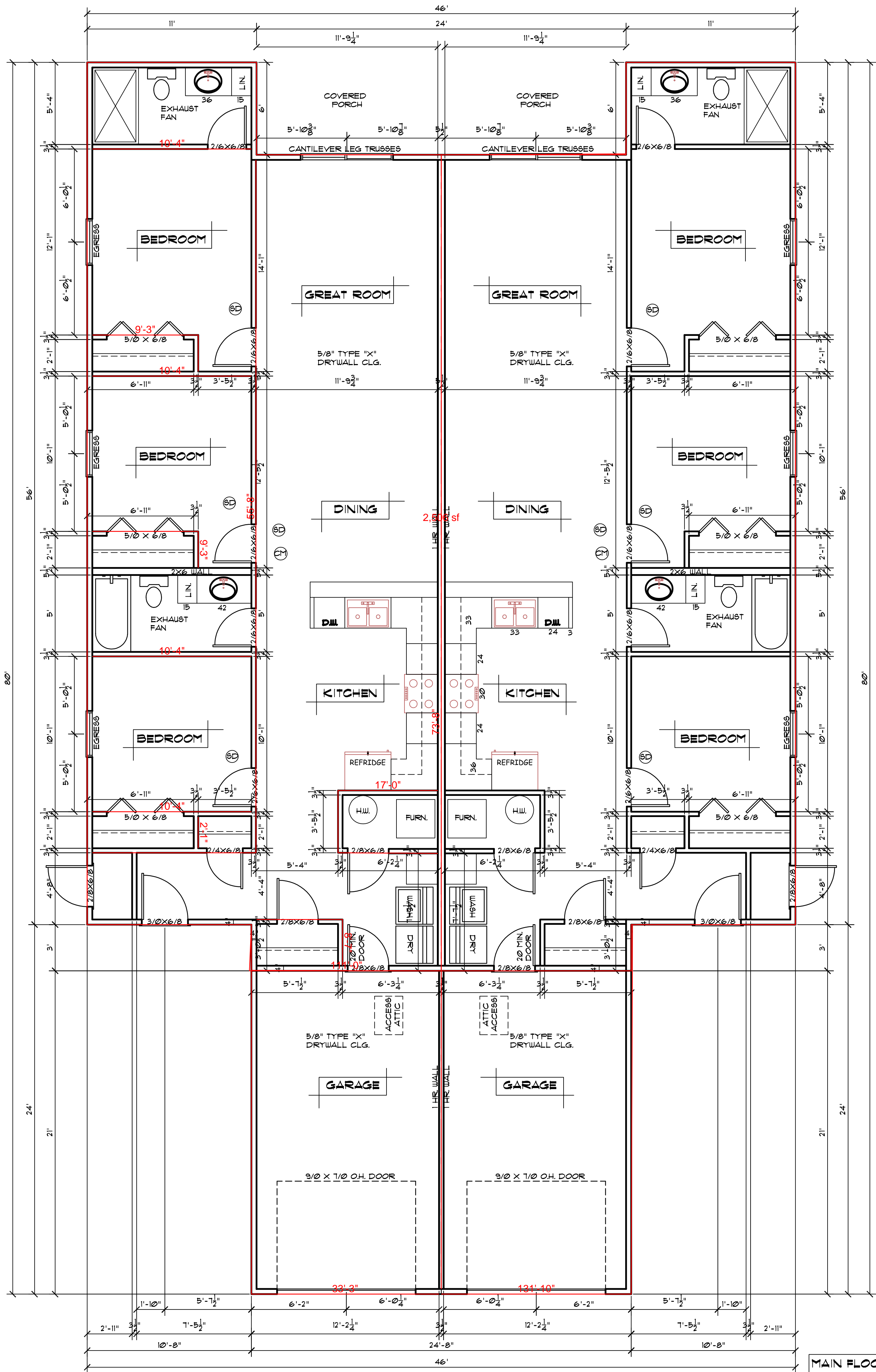
\$10,692.00

	All Units	\$17,192.00
Garages		
Insulated Door/ Openers		\$4,500.00
Total Build Cost		\$1,179,082.58

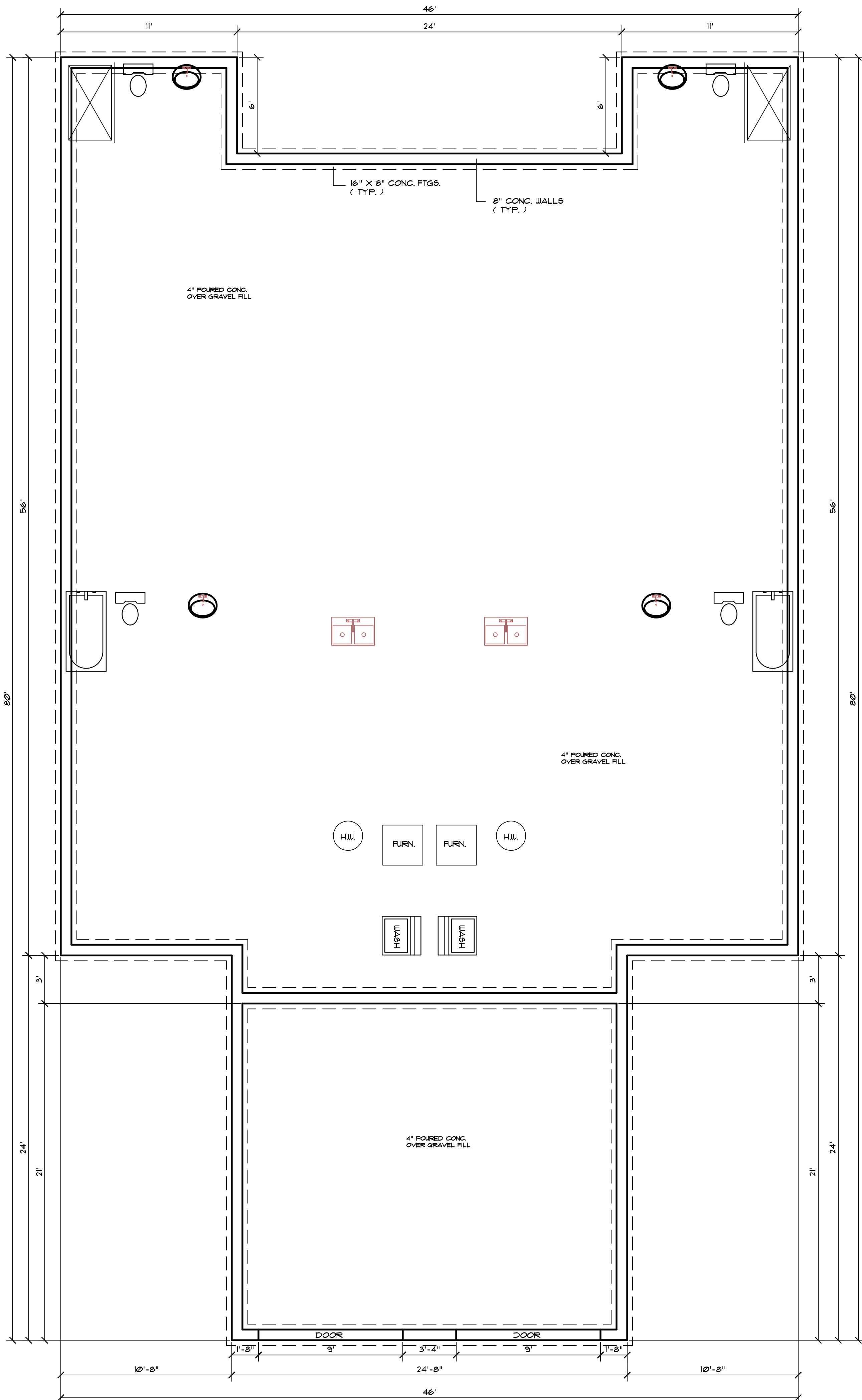


ominanz

SCALE: 1" = 20'-0"



MAIN FLOOR PLAN



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

DESIGNED EXPRESSLY FOR:

PARAMOUNT DEVELOPMENT

CONTRACTOR

PROJECT STATUS:

DATE:

DRAWN BY: C. MEISTER

SHEET:

Mead Lumber

1612 SOUTH WEBB ROAD, GRAND ISLAND, NE 68801

PHONE: (308) 384-1660 FAX: (308) 384-1669

THESE DRAWINGS HAVE BEEN PREPARED USING INFORMATION PROVIDED BY THE PURCHASER, WHO IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THAT INFORMATION. IT IS THE RESPONSIBILITY OF THE PURCHASER TO OBTAIN ALL NECESSARY PERMITS AND TO COMPLY WITH ALL LOCAL BUILDING CODES. WHILE EVERY EFFORT HAS BEEN MADE IN THE PREPARATION OF THESE DRAWINGS, THE GENERAL CONTRACTOR ON THE JOB MUST CHECK ALL DIMENSIONS, WHOSE SEES HUMAN ERROR. THE STATES MEAD LUMBER SERVICES DOES NOT REQUIRE RESIDENTIAL HOME EXRESSED OR IMPLIED. THE STATES MEAD LUMBER SERVICES DOES NOT REQUIRE RESIDENTIAL HOME NOT BEEN DESIGNED OR APPROVED BY A LICENSED ARCHITECT AND DOES NOT INCLUDE A REGISTERED ARCHITECT. THAT PARTICULAR AREA A PLAN FOR A RESIDENTIAL STRUCTURE MAY REQUIRE TO HAVE A LICENSED ARCHITECT APPROVE THE PLAN AND THE APPLICATION OF THE PLAN FOR THE PARTICULAR LOCATION.



PARAMOUNT DEVELOPMENT

CONTRACTOR

Mead Lumber

[illegible]

DATE _____

DRAWN BY: C. MEISTER

SHEET



April 61, 2022

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

Dear Dr. Schroeder,

This letter is to inform you that the Community Redevelopment Authority (CRA) of the City of Grand Island has received an application requesting Tax Increment Financing (TIF) for a small housing development. The property is located south of Montana Avenue and east of Independence Avenue.

The application seeks \$285,500 in TIF assistance for the development of the 6 units of housing 3 duplexes at 4157, 4161 and 4163 Montana Avenue. It is estimated that this development will take place over the next year.

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

- CRA receives initial application, 4 p.m., April 13.
- Regional Planning Commission holds public hearing 6 p.m., May 11.
- CRA reviews Planning Commission recommendation, 4 p.m. May 18.
- Grand Island City Council holds public hearing and takes action, 7 p.m., May 24.
- CRA considers redevelopment contract, 4 p.m. on or after June 8.

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

Sincerely,

Chad Nabity, AICP
Director

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

RESOLUTION NO. 390

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 13th day of April, 2022

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

By Thomas L. Bell
Chairperson

ATTEST:

Chad A. G.
Secretary

Paramount Development Northwest Gateway Area 36

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND,
NEBRASKA

RESOLUTION NO. 391

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 36, from Paramount Development LLC, (The "Developer") for redevelopment of property platted as Lots 10, 11 and 12 of Northwest Gateway Subdivision located east of Independence Avenue and south of Montana Avenue, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 36;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 13th day of April, 2022.

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

By 
Chairperson

ATTEST:


Secretary

A & H Holdings CRA Area #36 Highland North

Exhibit 1

Draft Redevelopment Plan Forwarded to the Planning Commission

A & H Holdings CRA Area #36 Highland North

Resolution Number 2022-10

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO A REDEVELOPMENT PLAN IN THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the “**Authority**”), referred the **amendment of the Redevelopment Plan for CRA Area 36 requested by Paramount Development** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

WHEREAS, the Commission held a public hearing on the proposed plan on May 11, 2022, and

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

WHEREAS, the Commission advertised the time, date and location public hearing in the Grand Island Independent on Saturday April 23rd and Saturday April 30th, and

WHEREAS, there are no Neighborhood Associations registered with the City of Grand Island, and

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

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

Section 1. The Commission hereby recommends approval of the Redevelopment Plan finding that it is in conformance with the comprehensive development plan (general plan for development) for the City of Grand Island.

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

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

DATED: May 11, 2022

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By:
Chair



By:


Secretary

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

RESOLUTION NO. 392

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

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

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

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

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

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

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

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

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

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of acquisition of property, preparation for redevelopment including site work, sidewalks and other paving as described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$263,200 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

PASSED AND APPROVED this 18th day of May, 2022.

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

ATTEST:

By: 
Secretary

By:

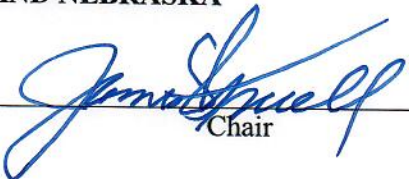
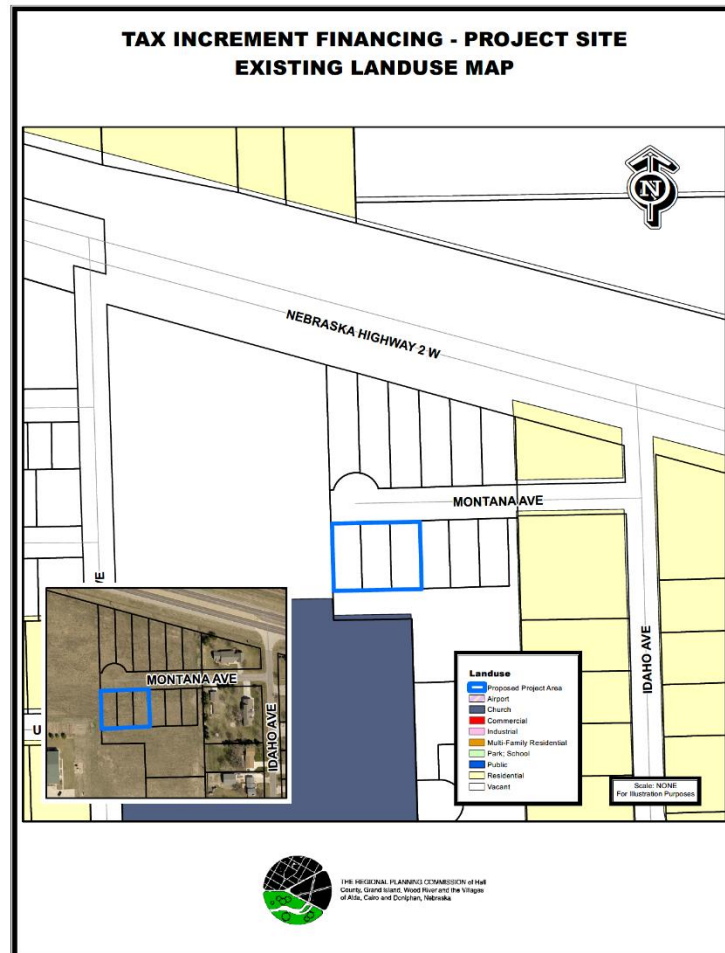

Chair

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Legal Descriptions: Lots 10, 11 and 12 of Northwest Gateway Subdivision in the City of Grand Island, Hall County, Nebraska. (Parcel Numbers 400149631, 400149633, 400149635)



* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item E-5

Public Hearing on Changes to Chapter 36 of the Grand Island City Code Relative to 36-55; Secondary Agricultural District

Council action will take place under Ordinances item F-1.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 24, 2022

Subject: Concerning proposed amendments to Section 36-55 Secondary Agricultural Zone

Presenter(s): Chad Nabity, AICP Planning Director

Background

Stephen Mossman, on behalf of Mid America Truck LLC has submitted a request for the text amendment to the AG-2 Secondary Agriculture Zone to consider allowing Trailer Washouts as a conditional use in this zoning district. The stated reason for the request is “Trailer Washouts are vital to Hall County/Grand Island economy and compatible with the AG-2 uses.” A copy of the request to change the regulations and cover letter are attached.

The (AG-2) Secondary Agricultural Zoning District regulations are intended to provide for the preservation of lands best suited for agricultural uses of all types including feed lots and the commercial feeding of livestock to specific limits and accessory uses; to prevent encroachment of uses of land that could be mutually incompatible and continue to provide for agricultural uses as a major asset to the economy of the area of the use and conservation of agricultural land, to protect the value of such land, and to protect it from indiscriminate residential and urban development and other incompatible and conflicting land uses. The (AG-2) Secondary Agricultural Zoning District is also intended to conserve and protect the value of open space, wooded areas, streams, mineral deposits and other natural resources and to protect them from incompatible land uses and to provide for their timely utilization. The zoning district intends to provide for the location and to govern the establishment and operation of land uses that are compatible with agriculture and are of such nature that their location away from residential, commercial and industrial areas is most desirable. In addition, to provide for the location and to govern the establishment of residential uses which are accessory to and necessary for the conduct of agriculture and to provide the location and to govern the establishment and use of limited non-agricultural residential uses. Such non-agricultural residential uses shall not be so located as to be detrimental to or conflict with other uses that are named as permitted or conditional uses in this zoning district and are appropriate to other property in the area.

The nature of the (AG-2) Secondary Agricultural Zoning District and the uses allowed outright or by conditional use permit precludes the provision of services, amenities and protection from other land uses which are afforded to residential uses by the regulations of other zoning districts,

and it is not intended that the AG-2 Secondary Agricultural Zoning District regulations afford such services, amenities and protection to residential uses located therein.

The AG-2 District is generally located at the periphery of the Grand Island Zoning Jurisdiction and in most cases is separated from the more intense districts near the city by a Transitional Agriculture Zone. The AG-2 District was designed to be similar to the Hall County A-3 Agricultural Transitional District. The county A-3 District allows Truck Washes as a conditional use permit. Allowing a Trailer Washout, a similar but less intensive use in the Grand Island AG-2 District would be consistent with the intent of the district and the uses allowed in the typically adjacent district in the county jurisdiction.

Discussion

The proposed changes are attached with this. ~~Strikeouts~~ will be removed from the regulation and underlined will be added to the regulations. All changes are shown in red typeface in the proposed ordinance. The only proposed change is to add Trailer Washout as a listed conditional use.

A complete copy of the proposed changes is included as an attachment to this memo and in the ordinance.

From the May 17, 2022 Regional Planning Commission Meeting Minutes:

- 3. Public Hearing – Zoning Text Amendment – Grand Island** – Public Hearing to consider amending section 36-55 Secondary Agriculture Zone to add Trailer Washout as a listed conditional use. (C-28-22HC)

O'Neill opened the public hearing.

Nabity stated the (AG-2) Secondary Agricultural Zoning District is the largest zoning district in the Grand Island jurisdiction. The AG-2 Zone was designed to be similar to the Hall County A-3 Agriculture Transitional District. The county A-3 District allows Truck Washes as a conditional use permit. Staff is recommending approval as it is consistent with the intent of the district and the uses allowed by conditional use permit in those County zoning that are typically adjacent district but within the county jurisdiction.

Stephen Mossman, an attorney representing Mid America Truck Wash LLC, Was available for questions.

Chad S. Ruda – 321 East Cathy Fremont, NE – owner of Mid America Truck Wash LLC - was available for questions

O'Neill closed the public hearing

A motion was made by Ruge and second by Olson to recommend approval of the zoning

text amendment section 36-55 Secondary Agriculture Zone to add Trailer Washout as a listed conditional use, with finding it is permitted by conditional use permit in the adjacent county zoning districts.

The motion was carried with nine members voting in favor (Nelson, O'Neill, Ruge, Olson, Monter, Rainforth, Rubio, Hendricksen and Randone) and no members voting no or abstaining.

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 proposed changes as presented.

Sample Motion

Move to approve as recommended.

§36-55. (AG-2) Secondary Agricultural Zone

Intent: The (AG-2) Secondary Agricultural Zoning District regulations are intended to provide for the preservation of lands best suited for agricultural uses of all types including feed lots and the commercial feeding of livestock to specific limits and accessory uses; to prevent encroachment of uses of land that could be mutually incompatible and continue to provide for agricultural uses as a major asset to the economy of the area of the use and conservation of agricultural land, to protect the value of such land, and to protect it from indiscriminate residential and urban development and other incompatible and conflicting land uses. The (AG-2) Secondary Agricultural Zoning District is also intended to conserve and protect the value of open space, wooded areas, streams, mineral deposits and other natural resources and to protect them from incompatible land uses and to provide for their timely utilization. The zoning district intends to provide for the location and to govern the establishment and operation of land uses that are compatible with agriculture and are of such nature that their location away from residential, commercial and industrial areas is most desirable. In addition, to provide for the location and to govern the establishment of residential uses which are accessory to and necessary for the conduct of agriculture and to provide the location and to govern the establishment and use of limited non-agricultural residential uses. Such non-agricultural residential uses shall not be so located as to be detrimental to or conflict with other uses that are named as permitted or conditional uses in this zoning district and are appropriate to other property in the area.

The nature of the (AG-2) Secondary Agricultural Zoning District and the uses allowed outright or by conditional use permit precludes the provision of services, amenities and protection from other land uses which are afforded to residential uses by the regulations of other zoning districts, and it is not intended that the AG-2 Secondary Agricultural Zoning District regulations afford such services, amenities and protection to residential uses located therein.

(A) Permitted Principal Uses: The following principal uses are permitted in the (AG-2) Secondary Agriculture Zoning District.

- (1) Agricultural operations, and the usual agricultural and farm buildings and structures, including the residences of owners and their families and any tenants and employees who are engaged in agricultural operations on the premises
 - (a) State agencies shall govern all use of farm chemicals, including application of pesticides and herbicides, and applicants using restricted-use pesticides shall be required to be certified as required by law
 - (b) The spreading of manure by a "farming" operation (as defined in §36-8 of this chapter)
 - (c) Agricultural operations having up to 300 animal units are considered a farm and are permitted by right, provided other requirements in this zoning district are met and submission of a no-fee livestock registration permit to the Hall County Regional Planning Director is done
 - (d) Operations having up to 300 animal units shall locate at least 300 feet from a platted residential area, public park, recreational area, church, cemetery, religious area, school, and residential district
- (2) Ranch and farm dwellings, subject to §36-55(e)
- (3) Recreational camps, parks, playgrounds, golf courses, country clubs, tennis courts, and other similar recreational uses
- (4) Single family dwelling subject to §36-55(e)
- (5) Utility substation, pumping station, water reservoir and telephone exchange
- (6) Fire stations
- (7) Churches, seminary and convent
- (8) Public and parochial school; college
- (9) Publicly owned and operated buildings and facilities such as community centers, auditoriums, libraries, museums
- (10) Private kennels and facilities, provided that all buildings and facilities be at least one hundred feet from the property line and three hundred feet from any neighboring residence
- (11) Roadside stands offering agricultural products for sale on the premises
- (12) Seed and feed sales, machine repair shop, livestock equipment construction and sales, as a primary occupation in conjunction with an agricultural operation and be operated on the premises
- (13) Farm and industrial equipment sales
- (14) Public and private riding academies provided that no stable, building or structure in which horses or other animals are kept are no closer than one hundred (100) feet from the property line
- (15) All other Permitted Uses as indicated as permitted within the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to conditions relating to the placement of said use on a specific tract of ground in the (AG-2) Secondary Agricultural Zoning District:

- (1) Bed and breakfast residence subject to the following conditions in addition to those imposed by the City Council
 - (a) The bed and breakfast residence shall be within a conforming single-family dwelling
 - (b) Guest rooms shall be within the principal residential building only and not within an accessory building
 - (c) Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order
 - (d) Two (2) off-street parking spaces shall be provided for each dwelling unit plus one (1) off-street parking space for each sleeping room designated for guests. Such parking areas shall not be within the required front or side yards
 - (e) One (1) identification sign on not more than four (4) square feet of sign area shall be permitted
- (2) Publicly and privately owned dude ranches, forest and conservation areas, and golf driving ranges, motorized cart tracks, or other outdoor recreational areas such as gun clubs, and archery, trap and skeet ranges
- (3) Industrial uses as provided in the Zoning Matrix [Attachment A hereto] and the following minimum conditions are met:
 - (a) Meets minimum lot requirements as established in this chapter
 - (b) Meets minimum off-street parking requirements as established by this chapter
 - (c) The lot(s) take access from an improved county road or highway or are along a developed public or private road that accesses an improved county road or highway
- (4) Commercial uses as provided in the Zoning Matrix [Attachment A hereto] and the following minimum conditions are met:
 - (a) Meets minimum lot requirements as established in this chapter
 - (b) Meets minimum off-street parking requirements as established by this chapter
 - (c) The lot(s) take access from an improved county road or highway or are along a developed public or private road that accesses an improved county road or highway
- (5) All other Conditional Uses as indicated within the Zoning Matrix [Attachment A hereto], provided the following minimum conditions are met:
 - (a) Meets minimum lot requirements as established in this chapter
 - (b) Meets minimum off-street parking requirements as established by this chapter
 - (c) The lot(s) take access from an improved county road or highway or are along a developed public or private road that accesses an improved county road or highway
- (6) Development of natural resources and the extraction of raw materials such as rock, gravel, sand, etc., including gas and oil extraction and exploration, and subject to the requirements of the Supplementary Regulations herein
- (7) Radio, cellular and television towers and transmitters and subject to the requirements of the Supplementary Regulations herein
- (8) Airports
- (9) Manufacture of light sheet metal products including heating and ventilation equipment
- (10) Manufacture and/or processing of agricultural products including but not limited to ethanol plants and mills
- (11) Truck and freight terminals
- (12) Commercial mining, quarries, sand and gravel pits and accessory uses
- (13) Storage of trucks, tractors, and trailers engaged in the transportation of explosives
- (14) Race tracks, drag strips and similar uses and associated accessory uses
- (15) Wind Energy devices
- (16) Community sewage disposal facilities
- (17) Sanitary landfill siting or expansion conducted in a manner and method approved by the City Council provided said landfill is not closer than one thousand (1,000) feet to a municipal well and/or one mile to any village or city limits or any subdivision, addition or residence. See the Supplementary Regulations herein
- (18) Lawn and garden nurseries
- (19) Commercial kennels and facilities for the raising, breeding and boarding of dogs and other small animals, including exotic, non-farm and non-domestic animals, provided that all buildings and facilities be at least one hundred (100) feet from the property line and three hundred (300) feet from any neighboring residence.
- (20) The spreading, stockpiling, or composting of dead livestock, sludge, by-products from manufacturing or any processing plant, and/or paunch manure on agricultural land by municipalities or operations inside or outside of the Grand Island jurisdiction
- (21) The application of livestock manure within the jurisdiction of Grand Island by operations located outside Hall County

(22) Livestock feeding operations, subject to the licensure requirements, waste disposal requirements and recommendations of the State of Nebraska and the Land Use specifications of the Grand Island Comprehensive Development Plan

(23) Trailer Washout

(C) Standards for Livestock Feeding Operations:

(1) The following setbacks and design standards are the minimum sanitation and odor practices for Grand Island and its extra territorial jurisdiction. In addition, the City Council of Grand Island, when considering the health, safety, and general welfare of the public, may impose more restrictive requirements. These requirements should consider such things as:

- (a) property values
- (b) dust
- (c) lighting
- (d) waste disposal
- (e) dead livestock

(2) A Conditional Use Permit may be approved after public notice has been given and public hearing is conducted as required by law

(3) Agricultural operations of 300 animal units and under are considered a farm as defined in these regulations and do not require a Conditional Use Permit, see §36-8 of this chapter

(4) All existing livestock feeding operations over 300 animal units shall be required to meet specific density requirements for a Class I facility. These density requirements are:

- (a) One (1) acre of ground for the first animal unit and one-half (1/2) acre for each additional animal unit.

Class II, III, IV facilities are not permitted in the (AG-2) Secondary Agricultural Zoning District

(5) All existing livestock feeding operations that have been granted a conditional use permit may expand within their designated level, as outlined in Table 1, without applying for another conditional use permit. All new livestock feeding operations and those expanding to the next level shall require a Conditional Use Permit and shall be located no less than at a distance from non-farm residences or other residences not on an owner's property in any affected zoning district as hereafter described:

(a) Livestock feeding operations (LFO) will be categorized either as Environmentally Controlled Housing (ECH) operations or Open Lot Operations. Livestock feeding operations having more than one type of feeding operation at one location shall be categorized according to the operation which constitutes the majority of the total operation. Each operation type shall be classified in one of four levels according to total number of animal units (A.U.) in the operation at any one time. Levels will include:

Class I facility = 301 - 1,000 animal units

Class II facility = 1,001 – 5,000 animal units

Class III facility = 5,001 – 20,000 animal units

Class IV facility = 20,001 or more animal units

Livestock feeding operations having more than one type of feeding operation at one location shall be categorized according to the total number of animal units

TABLE 3: Livestock Feeding Operations Spacing and Distance (Distances given in feet)

Size of Proposed LFO in Animal Units		Non-farm or Other Residence and Other LFOs (feet)
Class I 301-1000	ECH	1,320
	OPEN	1,320
Class II 1001-5000	ECH	Not allowed in the AG-2 Zoning District
	OPEN	Not allowed in the AG-2 Zoning District
Class III 5001-20,000	ECH	Not allowed in the AG-2 Zoning District
	OPEN	Not allowed in the AG-2 Zoning District
Class IV 20,000+	ECH	Not allowed in the AG-2 Zoning District
	OPEN	Not allowed in the AG-2 Zoning District

ECH = Environmentally Controlled Housing

OPEN = Open Lot Operations

(b) The applicant shall have a Pre-Submission meeting with the Hall County Regional Planning Director and the Grand Island Building Director or his/her designee to discuss tentative plans and layouts prior to formal submission of the Conditional Use Permit for Livestock Feeding Operations

(i) A proposed site plan and conditions or requirements of this regulation pending approval of application for a proposed operation and waste disposal plan from the Nebraska Department of Environmental Quality (NDEQ) or any other applicable state agency

(ii) The applicant shall submit all pertinent materials and designs, as per the Conditional Use Permit application for Livestock Feeding Operations

(iii) The applicant shall file a copy of the proposed Operation and Maintenance Plan and proposed Manure Management Plan. The approved plans shall be submitted after NDEQ approval if different from the proposed. Said plans shall be filed with the Hall County Regional Planning Director

(iv) The applicant shall file a copy of all approved NDEQ plans and permits with the Hall County Regional Planning Director within thirty (30) days after they are issued by the NDEQ

(v) An annual manure management plan shall be submitted to the Hall County Regional Planning Director which shall follow "best possible management practices" as specified by NDEQ in order to protect the environment, as well as the health, safety and general welfare of the public and their property values

(vi) If stockpiling of animal waste and/or composting of dead carcasses, as per state statutes, is part of the manure management plan, the waste shall be maintained in an area as outlined in Table 1 of this section. Said area shall also be located on the proposed site plan.

(vii) All ground surfaces within outside livestock pens shall be maintained to insure proper drainage of animal waste and storm or surface runoff in such a manner as to minimize manure from being carried into any roadway ditch, drainage area or onto a neighbor's property

(viii) In no event shall any manure storage unit or system be constructed where the bottom of the unit or system is either in contact with or below the existing water table where the unit or system is to be constructed. Application of manure in flooded areas of standing water shall be prohibited

(ix) All runoff or waste generated by a livestock feeding operation facility shall be contained within the associated farming operation, or, on the premises upon which the confined feeding facility or feedlot is located. The applicant must verify that all runoff control ponds, lagoons, methods of manure disposal and dust control measures are designed to minimize offal and air pollution, and avoid surface or groundwater contamination as regulated by the State of Nebraska

(x) The setbacks from a livestock feeding operation to any non-farm dwelling, other residence, or other livestock feeding operation are as follows in Table 3.

(5) Exceptions:

(a) Any Class I livestock feeding operation use in existence as of August 1, 2004, and which is located within the minimum spacing distance in Table 1 to any church, school, public use, other livestock feeding operation or single-family dwelling within the current class or to the next class may expand in animal units and/or land area under a Conditional Use Permit, provided the proposed expansion complies with all the following limitations:

(i) Such expansion will not decrease the distance from the livestock feeding operation use to any church, school, public use, other livestock feeding operation or single-family dwelling not of the same ownership and not on the same premises with said livestock feeding operation which is less than the minimum prescribed spacing distance

(ii) Any physical expansion of the existing livestock feeding operation shall be immediately contiguous with the facilities of the existing livestock feeding operation

(iii) Such expansion may occur in phases over time, but in no event shall such expansion(s) result in a livestock feeding operation that is more than fifty (50) percent larger in animal units than the one-time capacity of the use which existed as of August 1, 2004. Any expansion beyond this limitation is prohibited unless a Conditional Use Permit for expansion that meets all requirements is heard by and authorized by the City Council of Grand Island

(iv) If such expansion results in such livestock feeding operation being required to obtain a new construction permit from NDEQ, introduction of additional animals shall be prohibited until said permit is issued by NDEQ or other applicable or successor agency has been issued and such livestock

feeding operation shall be operated at all times in a manner consistent with the requirements of said permit and applicable regulations of this chapter

(D) Accessory Uses: The following accessory buildings and uses are permitted in the (AG-2) Secondary Agricultural Zoning District.

- (1) Buildings and uses customarily incidental to the permitted and conditional uses
- (2) Home occupation
- (3) Temporary buildings and uses incidental to construction work which shall be removed upon the completion or abandonment of the construction work

(E) Lot Requirements and Intensity of Use: The following table lists the minimum lot requirements and maximum building requirements in an (AG-2) Secondary Agricultural Zoning District. These requirements shall be followed unless otherwise modified by this chapter.

			Setbacks						
		A	B	C	D	E			
Uses	Min Lot Area (acres)	Min. Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Max. Lot Coverage	Min Lot Area per dwelling unit (sq. ft.)	Max. Building Height (feet)
Permitted Uses	20	100	35	35	20	20	10%	20,000	35 ¹
Conditional Uses	20	100	35	35	20	20	10%	20,000	35 ¹
Agricultural Uses	1	100	35	35	20	20	10%	20,000	35 ¹

¹ for structures intended for human occupancy, all others no restrictions.

² The following requirements are allowed in specific situations within the jurisdiction of Grand Island. These requirements are:

(A) Any person or persons who:

- (1) owns a tract of 80 acres or more may sell one tract per 80 acres for a single family dwelling, providing such sale has not been previously exercised on the large tract; and/or
- (2) owns an existing ranch or farm dwelling excluding a single-wide manufactured home that is ten years old or more may sell a tract containing such dwelling;
- (3) providing the following space limitations are complied with:

		Setbacks				
Min Lot Area (sq. ft.)	Min. Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Max. Lot Coverage	Max. Building Height (feet)
20,000	100	30	25	15	25%	35 ¹

¹ for structures intended for human occupancy, all others no restrictions.

(F) Prohibited Uses:

- (1) Any use not specifically listed as a permitted principal use, conditional use or permitted accessory use.

(G) Supplementary Regulations:

- (1) Residential dwelling units on non-agricultural land, may construct accessory structures, make repairs, replace, remodel, rebuild, or replace the residential structure in case of damage regardless of the percent of damage or extent of structural change provided the use does not change.
- (2) All new and existing livestock feeding operations and farms with livestock of 300 animal units or less shall require a no-fee livestock registration permit. In addition, all new or expanded livestock feeding operations of over 300 animal units shall require a Conditional Use Permit.
 - (a) New non-farm residences in the AG-1 or AG-2 zoning districts shall be located no less than at the following distances as those shown in Table 4: Non-farm Residence Spacing and Distance, from an

existing agricultural operation having between 50 and 300 animal units and a livestock feeding operation based upon the type of operation.

TABLE 4: NON-FARM RESIDENCE SPACING AND DISTANCE (Distances given in feet)

	Size of Existing Agricultural Operation and Livestock Feeding Operation in Animal Units				
	100-300	301-1,000	1,001-5,000	5,001-10,000	10,000+
New Non-farm Residence	0	1,980	3,960	3,960	5,940



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item E-6

Public Hearing on Acquisition of Property commonly known as Kaufman Plaza

Council action will take place under Consent Agenda item G-14 and G-15.

Staff Contact: Stacy Nonhof, Interim City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Interim City Attorney

Meeting: May 24, 2022

Subject: Public Hearing on Acquisition of Property commonly known as Kaufman Plaza

Presenter(s): Stacy R. Nonhof, Interim City Attorney

Background

The area commonly known as Kaufman Plaza was designated as Road Right-of-Way on the original plat. The right-of-way was vacated in 2021 as that property is not needed as right-of-way nor was it being used as right-of-way.

Upon vacation of the right-of-way, that property reverted back to the adjacent property owners. Amur Real Estate I, LLC and Panthera Investment Group, LLC own the properties immediately adjacent to the plaza. An agreement was reached with Amur Real Estate I, LLC and Panthera Investment Group, LLC to have the properties deeded back to the City of Grand Island for use as a plaza.

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

Discussion

Railside BID, the Finance Department and the Legal Department have worked with the property owners, Amur Real Estate I LLC, and Panthera Investment Group, LLC who have each agreed to a purchase price of \$0.00 for the City's acquisition. These transfers will allow for the continued use of this property as a Plaza and the continued uses of the Railside BID.

Amur has retained as part of this transfer ingress and egress easements. The retained easements are for:

1. Entry upon and ingress and egress over, and across for persons, and the movement of material, supplies, equipment, furniture, furnishing and appliances;
2. Maintenance, inspection, painting, repair and replacement of buildings, structures, landscaping, and sidewalks; and

3. Use, operation, maintenance, inspection, repair and replacement of all plumbing, drainage, electrical, phone, television, sewage, gas, domestic water, and other piping lines, ducts, conduits, cables, and all other facilities whatsoever now or later located in or upon said easement area.

The property is conveyed to and accepted by the City subject to the condition that no buildings shall be erected thereon and that the land shall not be used for any other purpose than for pedestrian right-of-way and for beautifying the city, to which end the City shall establish and maintain thereon a public plaza with landscaping and that the City will enact ordinances to provide for its use and maintenance.

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of property commonly known as Kaufman Plaza.

Sample Motion

Move to approve.



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item F-1

#9881 - Consideration of Approving Changes to Chapter 36 of the Grand Island City Code Relative to 36-55; Secondary Agricultural District

This item relates to the aforementioned Public Hearing item E-5.

Staff Contact: Chad Nabity

ORDINANCE NO. 9881

An ordinance to amend Chapter 36 of the Grand Island City Code specifically, to amend Section 36-55 Secondary Agricultural Zone; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

SECTION 1. Section 36-55 Secondary Agricultural Zone of this ordinance, of
Grand Island City Code are hereby amended to read as follows:

§36-55. (AG-2) Secondary Agricultural Zone

Intent: The (AG-2) Secondary Agricultural Zoning District regulations are intended to provide for the preservation of lands best suited for agricultural uses of all types including feed lots and the commercial feeding of livestock to specific limits and accessory uses; to prevent encroachment of uses of land that could be mutually incompatible and continue to provide for agricultural uses as a major asset to the economy of the area of the use and conservation of agricultural land, to protect the value of such land, and to protect it from indiscriminate residential and urban development and other incompatible and conflicting land uses. The (AG-2) Secondary Agricultural Zoning District is also intended to conserve and protect the value of open space, wooded areas, streams, mineral deposits and other natural resources and to protect them from incompatible land uses and to provide for their timely utilization. The zoning district intends to provide for the location and to govern the establishment and operation of land uses that are compatible with agriculture and are of such nature that their location away from residential, commercial and industrial areas is most desirable. In addition, to provide for the location and to govern the establishment of residential uses which are accessory to and necessary for the conduct of agriculture and to provide the location and to govern the establishment and use of limited non-agricultural residential uses. Such non-agricultural residential uses shall not be so located as to be detrimental to or conflict with other uses that are named as permitted or conditional uses in this zoning district and are appropriate to other property in the area.

The nature of the (AG-2) Secondary Agricultural Zoning District and the uses allowed outright or by conditional use permit precludes the provision of services, amenities and protection from other land uses which are afforded to residential uses by the regulations of other zoning districts, and it is not intended that the AG-2 Secondary Agricultural Zoning District regulations afford such services, amenities and protection to residential uses located therein.

(A) Permitted Principal Uses: The following principal uses are permitted in the (AG-2) Secondary Agriculture Zoning District.

- (1) Agricultural operations, and the usual agricultural and farm buildings and structures, including the residences of owners and their families and any tenants and employees who are engaged in agricultural operations on the premises
 - (a) State agencies shall govern all use of farm chemicals, including application of pesticides and herbicides, and applicants using restricted-use pesticides shall be required to be certified as required by law
 - (b) The spreading of manure by a "farming" operation (as defined in §36-8 of this chapter)
 - (c) Agricultural operations having up to 300 animal units are considered a farm and are permitted by right, provided other requirements in this zoning district are met and submission of a no-fee livestock registration permit to the Hall County Regional Planning Director is done
 - (d) Operations having up to 300 animal units shall locate at least 300 feet from a platted residential area, public park, recreational area, church, cemetery, religious area, school, and residential district
- (2) Ranch and farm dwellings, subject to §36-55(e)
- (3) Recreational camps, parks, playgrounds, golf courses, country clubs, tennis courts, and other similar

Approved as to Form	□
May 23, 2022	□ City Attorney

ORDINANCE NO. 9881

recreational uses

(4) Single family dwelling subject to §36-55(e)

(5) Utility substation, pumping station, water reservoir and telephone exchange

(6) Fire stations

(7) Churches, seminary and convent

(8) Public and parochial school; college

(9) Publicly owned and operated buildings and facilities such as community centers, auditoriums, libraries, museums

(10) Private kennels and facilities, provided that all buildings and facilities be at least one hundred feet from the property line and three hundred feet from any neighboring residence

(11) Roadside stands offering agricultural products for sale on the premises

(12) Seed and feed sales, machine repair shop, livestock equipment construction and sales, as a primary occupation in conjunction with an agricultural operation and be operated on the premises

(13) Farm and industrial equipment sales

(14) Public and private riding academies provided that no stable, building or structure in which horses or other animals are kept are no closer than one hundred (100) feet from the property line

(15) All other Permitted Uses as indicated as permitted within the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to conditions relating to the placement of said use on a specific tract of ground in the (AG-2) Secondary Agricultural Zoning District:

(1) Bed and breakfast residence subject to the following conditions in addition to those imposed by the City Council

(a) The bed and breakfast residence shall be within a conforming single-family dwelling

(b) Guest rooms shall be within the principal residential building only and not within an accessory building

(c) Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order

(d) Two (2) off-street parking spaces shall be provided for each dwelling unit plus one (1) off-street parking space for each sleeping room designated for guests. Such parking areas shall not be within the required front or side yards

(e) One (1) identification sign on not more than four (4) square feet of sign area shall be permitted

(2) Publicly and privately owned dude ranches, forest and conservation areas, and golf driving ranges, motorized cart tracks, or other outdoor recreational areas such as gun clubs, and archery, trap and skeet ranges

(3) Industrial uses as provided in the Zoning Matrix [Attachment A hereto] and the following minimum conditions are met:

(a) Meets minimum lot requirements as established in this chapter

(b) Meets minimum off-street parking requirements as established by this chapter

(c) The lot(s) take access from an improved county road or highway or are along a developed public or private road that accesses an improved county road or highway

(4) Commercial uses as provided in the Zoning Matrix [Attachment A hereto] and the following minimum conditions are met:

(a) Meets minimum lot requirements as established in this chapter

(b) Meets minimum off-street parking requirements as established by this chapter

(c) The lot(s) take access from an improved county road or highway or are along a developed public or private road that accesses an improved county road or highway

(5) All other Conditional Uses as indicated within the Zoning Matrix [Attachment A hereto], provided the following minimum conditions are met:

(a) Meets minimum lot requirements as established in this chapter

(b) Meets minimum off-street parking requirements as established by this chapter

(c) The lot(s) take access from an improved county road or highway or are along a developed public or private road that accesses an improved county road or highway

(6) Development of natural resources and the extraction of raw materials such as rock, gravel, sand, etc., including gas and oil extraction and exploration, and subject to the requirements of the Supplementary Regulations herein

(7) Radio, cellular and television towers and transmitters and subject to the requirements of the Supplementary Regulations herein

ORDINANCE NO. 9881

- (8) Airports
- (9) Manufacture of light sheet metal products including heating and ventilation equipment
- (10) Manufacture and/or processing of agricultural products including but not limited to ethanol plants and mills
- (11) Truck and freight terminals
- (12) Commercial mining, quarries, sand and gravel pits and accessory uses
- (13) Storage of trucks, tractors, and trailers engaged in the transportation of explosives
- (14) Race tracks, drag strips and similar uses and associated accessory uses
- (15) Wind Energy devices
- (16) Community sewage disposal facilities
- (17) Sanitary landfill siting or expansion conducted in a manner and method approved by the City Council provided said landfill is not closer than one thousand (1,000) feet to a municipal well and/or one mile to any village or city limits or any subdivision, addition or residence. See the Supplementary Regulations herein
- (18) Lawn and garden nurseries
- (19) Commercial kennels and facilities for the raising, breeding and boarding of dogs and other small animals, including exotic, non-farm and non-domestic animals, provided that all buildings and facilities be at least one hundred (100) feet from the property line and three hundred (300) feet from any neighboring residence.
- (20) The spreading, stockpiling, or composting of dead livestock, sludge, by-products from manufacturing or any processing plant, and/or paunch manure on agricultural land by municipalities or operations inside or outside of the Grand Island jurisdiction
- (21) The application of livestock manure within the jurisdiction of Grand Island by operations located outside Hall County
- (22) Livestock feeding operations, subject to the licensure requirements, waste disposal requirements and recommendations of the State of Nebraska and the Land Use specifications of the Grand Island Comprehensive Development Plan

(23) Trailer Washout

(C) Standards for Livestock Feeding Operations:

- (1) The following setbacks and design standards are the minimum sanitation and odor practices for Grand Island and its extra territorial jurisdiction. In addition, the City Council of Grand Island, when considering the health, safety, and general welfare of the public, may impose more restrictive requirements. These requirements should consider such things as:
 - (a) property values
 - (b) dust
 - (c) lighting
 - (d) waste disposal
 - (e) dead livestock
- (2) A Conditional Use Permit may be approved after public notice has been given and public hearing is conducted as required by law
- (3) Agricultural operations of 300 animal units and under are considered a farm as defined in these regulations and do not require a Conditional Use Permit, see §36-8 of this chapter
- (4) All existing livestock feeding operations over 300 animal units shall be required to meet specific density requirements for a Class I facility. These density requirements are:
 - (a) One (1) acre of ground for the first animal unit and one-half (1/2) acre for each additional animal unit.Class II, III, IV facilities are not permitted in the (AG-2) Secondary Agricultural Zoning District
- (5) All existing livestock feeding operations that have been granted a conditional use permit may expand within their designated level, as outlined in Table 1, without applying for another conditional use permit. All new livestock feeding operations and those expanding to the next level shall require a Conditional Use Permit and shall be located no less than at a distance from non-farm residences or other residences not on an owner's property in any affected zoning district as hereafter described:
 - (a) Livestock feeding operations (LFO) will be categorized either as Environmentally Controlled Housing (ECH) operations or Open Lot Operations. Livestock feeding operations having more than one type of feeding operation at one location shall be categorized according to the operation which constitutes the majority of the total operation. Each operation type shall be classified in one of four levels according to total number of animal units (A.U.) in the operation at any one time. Levels will include:
 - Class I facility = 301 - 1,000 animal units
 - Class II facility = 1,001 – 5,000 animal units

- 3 -

ORDINANCE NO. 9881

Class III facility = 5,001 – 20,000 animal units

Class IV facility = 20,001 or more animal units

Livestock feeding operations having more than one type of feeding operation at one location shall be categorized according to the total number of animal units

TABLE 3: Livestock Feeding Operations Spacing and Distance (Distances given in feet)

Size of Proposed LFO in Animal Units		Non-farm or Other Residence and Other LFOs (feet)
Class I 301-1000	ECH	1,320
	OPEN	1,320
Class II 1001-5000	ECH	Not allowed in the AG-2 Zoning District
	OPEN	Not allowed in the AG-2 Zoning District
Class III 5001-20,000	ECH	Not allowed in the AG-2 Zoning District
	OPEN	Not allowed in the AG-2 Zoning District
Class IV 20,000+	ECH	Not allowed in the AG-2 Zoning District
	OPEN	Not allowed in the AG-2 Zoning District

ECH = Environmentally Controlled Housing

OPEN = Open Lot Operations

(b) The applicant shall have a Pre-Submission meeting with the Hall County Regional Planning Director and the Grand Island Building Director or his/her designee to discuss tentative plans and layouts prior to formal submission of the Conditional Use Permit for Livestock Feeding Operations

(i) A proposed site plan and conditions or requirements of this regulation pending approval of application for a proposed operation and waste disposal plan from the Nebraska Department of Environmental Quality (NDEQ) or any other applicable state agency

(ii) The applicant shall submit all pertinent materials and designs, as per the Conditional Use Permit application for Livestock Feeding Operations

(iii) The applicant shall file a copy of the proposed Operation and Maintenance Plan and proposed Manure Management Plan. The approved plans shall be submitted after NDEQ approval if different from the proposed. Said plans shall be filed with the Hall County Regional Planning Director

(iv) The applicant shall file a copy of all approved NDEQ plans and permits with the Hall County Regional Planning Director within thirty (30) days after they are issued by the NDEQ

(v) An annual manure management plan shall be submitted to the Hall County Regional Planning Director which shall follow "best possible management practices" as specified by NDEQ in order to protect the environment, as well as the health, safety and general welfare of the public and their property values

(vi) If stockpiling of animal waste and/or composting of dead carcasses, as per state statutes, is part of the manure management plan, the waste shall be maintained in an area as outlined in Table 1 of this section. Said area shall also be located on the proposed site plan.

(vii) All ground surfaces within outside livestock pens shall be maintained to insure proper drainage of animal waste and storm or surface runoff in such a manner as to minimize manure from being carried into any roadway ditch, drainage area or onto a neighbor's property

(viii) In no event shall any manure storage unit or system be constructed where the bottom of the unit or system is either in contact with or below the existing water table where the unit or system is to be constructed. Application of manure in flooded areas of standing water shall be prohibited

(ix) All runoff or waste generated by a livestock feeding operation facility shall be contained within the associated farming operation, or, on the premises upon which the confined feeding facility or feedlot is located. The applicant must verify that all runoff control ponds, lagoons, methods of manure disposal and dust control measures are designed to minimize offal and air pollution, and avoid surface or groundwater contamination as regulated by the State of Nebraska

(x) The setbacks from a livestock feeding operation to any non-farm dwelling, other residence, or other

ORDINANCE NO. 9881

livestock feeding operation are as follows in Table 3.

(5) Exceptions:

(a) Any Class I livestock feeding operation use in existence as of August 1, 2004, and which is located within the minimum spacing distance in Table 1 to any church, school, public use, other livestock feeding operation or single-family dwelling within the current class or to the next class may expand in animal units and/or land area under a Conditional Use Permit, provided the proposed expansion complies with all the following limitations:

(i) Such expansion will not decrease the distance from the livestock feeding operation use to any church, school, public use, other livestock feeding operation or single-family dwelling not of the same ownership and not on the same premises with said livestock feeding operation which is less than the minimum prescribed spacing distance

(ii) Any physical expansion of the existing livestock feeding operation shall be immediately contiguous with the facilities of the existing livestock feeding operation

(iii) Such expansion may occur in phases over time, but in no event shall such expansion(s) result in a livestock feeding operation that is more than fifty (50) percent larger in animal units than the one-time capacity of the use which existed as of August 1, 2004. Any expansion beyond this limitation is prohibited unless a Conditional Use Permit for expansion that meets all requirements is heard by and authorized by the City Council of Grand Island

(iv) If such expansion results in such livestock feeding operation being required to obtain a new construction permit from NDEQ, introduction of additional animals shall be prohibited until said permit is issued by NDEQ or other applicable or successor agency has been issued and such livestock feeding operation shall be operated at all times in a manner consistent with the requirements of said permit and applicable regulations of this chapter

(D) Accessory Uses: The following accessory buildings and uses are permitted in the (AG-2) Secondary Agricultural Zoning District.

(1) Buildings and uses customarily incidental to the permitted and conditional uses

(2) Home occupation

(3) Temporary buildings and uses incidental to construction work which shall be removed upon the completion or abandonment of the construction work

(E) Lot Requirements and Intensity of Use: The following table lists the minimum lot requirements and maximum building requirements in an (AG-2) Secondary Agricultural Zoning District. These requirements shall be followed unless otherwise modified by this chapter.

Uses	Min Lot Area (acres)	Setbacks					Max. Lot Coverage	Min Lot Area per dwelling unit (sq. ft.)	Max. Building Height (feet)
		A	B	C	D	E			
Permitted Uses	20	100	35	35	20	20	10%	20,000	35 ¹
Conditional Uses	20	100	35	35	20	20	10%	20,000	35 ¹
Agricultural Uses	1	100	35	35	20	20	10%	20,000	35 ¹

¹ for structures intended for human occupancy, all others no restrictions.

² The following requirements are allowed in specific situations within the jurisdiction of Grand Island. These requirements are:

(A) Any person or persons who:

(1) owns a tract of 80 acres or more may sell one tract per 80 acres for a single family dwelling, providing such sale has not been previously exercised on the large tract; and/or

(2) owns an existing ranch or farm dwelling excluding a single-wide manufactured home that is ten years old or more may sell a tract containing such dwelling;

ORDINANCE NO. 9881

(3) providing the following space limitations are complied with:

Min Lot Area (sq. ft.)	Min. Lot Width (feet)	Setbacks			Max. Lot Coverage	Max. Building Height (feet)
		Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)		
20,000	100	30	25	15	25%	35 ¹

¹ for structures intended for human occupancy, all others no restrictions.

(F) Prohibited Uses:

(1) Any use not specifically listed as a permitted principal use, conditional use or permitted accessory use.

(G) Supplementary Regulations:

(1) Residential dwelling units on non-agricultural land, may construct accessory structures, make repairs, replace, remodel, rebuild, or replace the residential structure in case of damage regardless of the percent of damage or extent of structural change provided the use does not change.

(2) All new and existing livestock feeding operations and farms with livestock of 300 animal units or less shall require a no-fee livestock registration permit. In addition, all new or expanded livestock feeding operations of over 300 animal units shall require a Conditional Use Permit.

(a) New non-farm residences in the AG-1 or AG-2 zoning districts shall be located no less than at the following distances as those shown in Table 4: Non-farm Residence Spacing and Distance, from an existing agricultural operation having between 50 and 300 animal units and a livestock feeding operation based upon the type of operation.

TABLE 4: NON-FARM RESIDENCE SPACING AND DISTANCE (Distances given in feet)

	Size of Existing Agricultural Operation and Livestock Feeding Operation in Animal Units				
	100-300	301-1,000	1,001-5,000	5,001-10,000	10,000+
New Non-farm Residence	0	1,980	3,960	3,960	5,940

SECTION 2. Section 36-55 Secondary Agricultural Zone as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within 15 days according to law.

ORDINANCE NO. 9881

Enacted: May 24, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-1

Approving Minutes of May 10, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

May 10, 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 May 10, 2022. Notice of the meeting was given in *The Grand Island Independent* on May 4, 2022.

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

INVOCATION was given by Pastor Sheri Lodel, Calvary Lutheran Church, 1304 North Custer Avenue followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Renewal of the City's Economic Development Program. City Administrator Jerry Janulewicz reported that a ballot question must be presented to the City electors at the November 2022 General Election if the City Council desires to extend the City's Economic Development Plan. The current plan would expire on September 30, 2023. Reviewed were the changes to the current plan. Staff recommended approval. The following people spoke in support:

- Will Armstrong, 2424 South Locust Street, Suite B
- Laban Njuguna, 222 North Walnut Street
- Jay Vavricek, 2729 Brentwood Blvd.
- Saffron Buettner, 918 South Vine Street
- April Sundberg, 402 Switchgrass Street
- Chris Kotulak, 5066 Ft. Kearney Road

No further public testimony was heard.

ORDINANCES:

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

- #9879 - Consideration of Vacation of Public Utility Easement in Lot 2 of Pedcor Subdivision- (City of Grand Island) (Second & Final Reading)
- #9880 - Consideration of Approving Salary Ordinance (Second & Final Reading)

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

#9879 - Consideration of Vacation of Public Utility Easement in Lot 2 of Pedcor Subdivision- (City of Grand Island)

Public Works Director John Collins reported that due to the construction of a new sanitary sewer buffer tank that would extend the useful life of existing Lift Station No. 28 by effectively improving its peak capacity, an easement vacation was necessary. Staff recommended approval.

Motion by Guzinski, second by Paulick to approve Ordinance #9879 on second and final reading.

City Clerk: Ordinance #9879 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9880 - Consideration of Approving Salary Ordinance

Human Resources Director Aaron Schimd reported that the proposed salary ordinance would amend the salary range of the non-union position of Police Chief. Current Police Chief, Robert Falldorf, had submitted his retirement letter after 35+ years of service to the Grand Island Police Department. Chief Falldorf’s last day with the department would be January 13, 2023. In an effort to ensure a smooth transition of leadership, Administration would like to begin a search for a new replacement. An initial step in the process was to conduct a wage survey. Based on the results, Administration was proposing to amend the salary range from \$48,789.10/\$76,635.30 to \$62,428.60/\$83,854.80 hourly or \$101,481.33/\$159,401.42 to \$129,851.49/\$174,417.98 annually.

Motion by Paulick, second by Stelk to approve Ordinance #9880 on second and final reading.

City Clerk: Ordinance #9880 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Nickerson, Mendoza, Guzinski, Minton, Conley, Stelk, Fitzke, Scott, and Paulick voted aye. Councilmember Haase voted no. Motion adopted.

CONSENT AGENDA: Consent Agenda items G-8 and G-9 (Resolutions #2022-128 and #2022-129) were removed for further discussion. Motion by Paulick, second by Minton to approve the Consent Agenda excluding items G-8 and G-9. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 26, 2022 City Council Regular Meeting.

Approving Minutes of April 26, 2022 City Council Study Session.

Approving Request from Besi & Zeki LLC dba Napolis Italian Restaurant for a Change of Location from 3421 Conestoga Drive to 3333 Ramada Road – Liquor License I-102784.

#2022-124 - Considering the Adoption of the 2022 Hazard Mitigation Plan.

#2022-125 - Approving Award of Proposal for Sludge Dewatering Polymer with Consolidated Water Solutions of Omaha, Nebraska in an Amount of \$2.20 per pound.

#2022-126 - Approving Amendment No. 1 to Distribution Transformers Contract with Wesco Distribution, Inc. to Extend the Contract through December 31, 2023.

#2022-127 - Approving Amendment No. 4 to the Energy Management Agreement with Tenaska Power Services to buy surplus capacity from June 2023 through May 2028.

#2022-128 - Approving Agreement for Densel's Dream Sculpture with Grand Island Partnership for the Arts, Inc., Placzek Studios Inc., and the City of Grand Island. City Administrator Jerry Janulewicz reported that the Grand Island Partnership for the Arts, Inc. (GIPA) obtained public funding for the commission and installation of an artwork to honor Densel Rasmussen, to be located near the intersection of US Highway 281 and South Webb Road on land the City obtained from the Nebraska Department of Transportation (NDOT). The land was acquired at no cost to be used for highway beautification purposes following City Council approval of Resolution #2019-310 granting preliminary approval for acquisition the 0.373 acre parcel and, in December 2020, the City Council granted final approval for acquisition of the property.

City Administration, GIPA, and Placzek Studios, Inc. negotiated terms of a proposed agreement providing for construction and installation of the artwork to be donated to the City upon completion and acceptance by the City Council. The artwork would be displayed for at least 30 years provided, however, it may be removed from public display if it becomes unsuitable for display for reasons such as damage or deterioration. The proposed Public Artwork Donation Agreement sets forth the respective rights of the Artist and City regarding reproduction and use of images of the work. GIPA will establish an endowment fund at the Grand Island Community Foundation for periodic cleaning and maintenance expense.

Steve Anderson, 1523 Stagecoach Road answered questions regarding the artwork. He stated the work would hopefully start before the State Fair.

Motion by Stelk, second by Guzinski to approve Resolution #2022-128. Upon roll call vote, all voted aye. Motion adopted.

#2022-129 - Approving Changes to the Waiver Fine Schedule. Interim City Attorney Stacy Nonhof reported that this change would be for Animal Abandonment fine from \$25.00 to \$200.00. The purpose of this change was to make people think twice before they abandon their animal at the Central Nebraska Humane Society. She stated the fine would be a criminal offense

and the fees would not go to the Human Society but would be filed with the County Court and those fees would go to the School District.

Motion by Nickerson, second by Guzinski to approve Resolution #2022-129. Upon roll call vote, Councilmembers Nickerson, Mendoza, Guzinski, Minton, Conley, Stelk, Fitzke, and Scott voted aye. Councilmembers Haase and Paulick voted no. Motion adopted.

#2022-130 - Approving Amendment #2 to Subrecipient Agreement 2019-6 CV with Heartland United Way.

#2022-131 - Approving CDBG-2021-3 Subrecipient Agreement with YMCA.

RESOLUTIONS:

#2022-132 - Consideration of Approving Election for Consideration of an Economic Development Program. This item was related to the Public Hearing.

Motion by Nickerson, second by Paulick to approve Resolution #2022-132. Upon roll call vote, all voted aye. Motion adopted.

#2022-133 - Consideration of Approving Changes to Speed Limit Resolution No. 2018-300. Public Works Director John Collins reported that due to the improvements to Nebraska Highway 2 the Nebraska Department of Transportation (NDOT) had requested a decrease of speed limit. Staff recommended approval. Discussion was held regarding this being a NDOT requirement.

Motion by Minton, second by Conley to approve Resolution #2022-133. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Guzinski to approve the payment of claims for the period of April 27, 2022 through May 10, 2022 for a total amount of \$3,491,029.07. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:00 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-2

**Approving Request from Tanner Morton, 1309 West 5th Street for
Liquor Manager Designation with Texas Roadhouse, 232 Wilmer
Avenue**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 24, 2022

Subject: Requests from Tanner Morton, 1309 West 5th Street for Liquor Manager Designation with Texas Roadhouse, 232 Wilmer Avenue

Presenter(s): RaNae Edwards, City Clerk

Background

Tanner Morton, 1309 West 5th Street has submitted an application with the City Clerk's Office for Liquor Manager Designation in conjunction with the Class "IK-096736" Liquor License for Texas Roadhouse, 232 Wilmer Avenue.

The application has been reviewed by the Police Department and City Clerk's Office. See Police Department report attached.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Mr. Morton has completed a state approved alcohol server/seller training program. Staff recommends approval.

Alternatives

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

1. Approve the request.
2. Forward the requests with no recommendation.
3. Take no action on the request.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to approve the request from Tanner Morton, 1309 West 5th Street for Liquor Manager Designation in conjunction with the Class “IK-096736” Liquor License for Texas Roadhouse, 232 Wilmer Avenue.



Grand Island Police Department

Officer Report for Incident L22050284

Nature: Liquor Lic Inv

Address: 232 WILMAR AVE; TEXAS

ROADHOUSE

Location: PCID

Grand Island NE 68803

Offense Codes:

Received By: Dvorak T

How Received: T

Agency: GIPD

Responding Officers: Dvorak T

Responsible Officer: Dvorak T

Disposition: CLO 05/10/22

When Reported: 12:48:38 05/04/22

Occurred Between: 12:48:38 05/04/22 and 12:48:38 05/04/22

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant:

Last:

First:

Mid:

DOB: **/**/**

Dr Lic:

Address:

Race:

Sex:

Phone:

City:

Offense Codes

Reported:

Observed:

Circumstances

LT21 LT21 Restaurant

Responding Officers:

Unit :

Dvorak T

309

Responsible Officer: Dvorak T

Agency: GIPD

Received By: Dvorak T

Last Radio Log: **:*.**: **/**/**

How Received: T Telephone

Clearance: CL CL Case Closed

When Reported: 12:48:38 05/04/22

Disposition: CLO Date: 05/10/22

Judicial Status:

Occurred between: 12:48:38 05/04/22

Misc Entry:

and: 12:48:38 05/04/22

Modus Operandi:

Description :

Method :

Crime Class

Crime Class

Civil

Involvements

05/10/22

Date	Type	Description	
05/10/22	Name	Texas Roadhouse,	location
05/10/22	Name	Morton, Tanner V	Proposed manager
05/10/22	Name	Morton, Jamie B	spouse

05/10/22

Narrative

City 5/10/22 Liquor Manager

Texas Roadhouse

Tanner Morton applied to be the new liquor manager for the Texas Roadhouse restaurant in Grand Island.

Responsible LEO:

Approved by:

Date

05/10/22

Supplement

City 5/10/22 Texas Roadhouse Liquor Manager

Grand Island Police Department
Supplemental Report

Date, Time: 5-9-22

Reporting Officer: Sgt Dvorak #309

Unit #: CID

Tanner Morton has applied to become to the new Liquor Manager at the Texas Roadhouse restaurant in Grand Island. I received all the required application material. I noted that Tanner is married, to Jamie Morton. Jamie Morton signed the non-involvement form on the application.

I checked local Spillman database and found no entry for either one, which means that neither have been contacted by GIPD. I then checked NCJIS (State) files and found no active wants or warrants for either Morton. Jamie Morton has no convictions or law contacts listed.

Tanner Morton shows convictions for Driving During Suspension in 2016, and a DUI in 2014. I noted that Tanner did not list that he has any convictions on his application, and marked "no" when asked if he has EVER been convicted or plead guilty to any charge. Those two discrepancies were the only entries I located.

I also checked a paid, Law Enforcement Only site that lists mostly civil issues such as lawsuits and bankruptcies and personal/contact information. There were no entries of concern for Jamie or Tanner on that site.

On 5-10-22 I called Tanner, and spoke with him regarding his application. I asked Morton if he had been convicted of DDS and DUI or if I had somehow attributed the wrong driver's history to him. Tanner admitted that he was convicted of both of those offenses. I reminded Morton that he marked "no" on that relevant question on his application. Tanner said he "must have forgotten" about those incidents.

I told Morton that no one "forgets" that they were convicted of Driving Under the Influence, especially when he had an Interlock device on his vehicle for about five months. Tanner said he it was several years ago, and he didn't remember to add it on the form. I told Morton that I could reject his application since he forgot those convictions. Tanner said he understood, and apologized for his oversight. Morton was reminded that accuracy and truthfulness were imperative for this types of certifications.

We then discussed the responsibilities of being the liquor manager, proper ID of minors (carding) concerns, the proper procedure to use if disturbances occurred in his establishment, and the need to be cooperative with law enforcement. Morton indicated he was aware of all of those stipulations. I then reiterated that Morton remember how important it is that he be honest and truthful on any future applications.

Although Tanner Morton failed to disclose two convictions on his application, both were more than five years ago, and Morton said he must have forgotten about them, and indicated he did not try to intentionally falsify the document. I located no other items of concern in Tanner's background, or on the part of his wife Jamie. Morton has been with Texas Roadhouse for six years, and completed all required online training.

05/10/22

Therefore, the Grand Island Police Department does not object to Tanner Morton being issued the Liquor Manager designation for Texas Roadhouse.

05/10/22



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-3

#2022-134 - Approving Request from GICS Hospitality Inc. dba Candlewood Suites Grand Island, 859 Allen Drive for a Class "C" Liquor License and Liquor Manager Designation for Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2022-134

WHEREAS, an application was filed by GICS Hospitality Inc. dba Candlewood Suites Grand Island, 859 Allen Drive for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 17, 2022; such publication cost being \$9.18; and

WHEREAS, a public hearing was held on May 24, 2022 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-4

**#2022-135 - Approving Request from GICS Hospitality Inc. dba
Fairfield Inn - Marriot - Grand Island, 805 Allen Drive for a Class
"C" Liquor License and Liquor Manager Designation for
Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska**

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

Staff Contact: RaNae Edwards

RESOLUTION 2022-135

WHEREAS, an application was filed by GICS Hospitality Inc. dba Fairfield Inn - Marriot - Grand Island, 805 Allen Drive for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 17, 2022; such publication cost being \$9.18; and

WHEREAS, a public hearing was held on May 24, 2022 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Margarita Younes-Holz, 12 21st Avenue Place, Kearney, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-5

#2022-136 - Approving Request from Boulder Flatts, LLC dba Boulder Flatts, 4058 Enterprise Avenue for a Class "I" Liquor License and Liquor Manager Designation for Mckenzie Brown, 2510 South North Road, Grand Island, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2022-136

WHEREAS, an application was filed by Boulder Flatts, LLC dba Boulder Flatts, 4058 Enterprise Avenue for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 17, 2022; such publication cost being \$9.18; and

WHEREAS, a public hearing was held on May 24, 2022 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of McKenzie Brown, 2510 South North Road, Grand Island, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-6

#2022-137 - Approving Purchase of 2022 John Deere Backhoe Loader for the Underground Division

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 24, 2022

Subject: Approving Purchase of 2022 John Deere Backhoe Loader
for the Electric Underground Division

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Electric Underground Division of the Utilities Department has a 1995 Ford 475D backhoe loader. This vehicle has approximately 5000 hours which is equivalent to approximately 300,000 miles on the engine and power transmission equipment. This vehicle is heavily used for installation of underground electrical for new developments. This vehicle is in need of replacement due to general wear and tear as well as difficulty in getting replacement parts. Much of it was rebuilt several years ago with limited success.

Discussion

The Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (now Sourcewell) on October 28, 2014 with Resolution 2014-326. To meet competitive bidding requirements, the Utilities Department obtained pricing from a local provider under the Sourcewell contract.

An acceptable replacement backhoe with the necessary attachments was quoted by Murphy Tractor & Equipment of Grand Island, NE in the amount of \$125,000.

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 the 2022 John Deere Backhoe Loader for the Underground Division of the Utilities Department, from Murphy Tractor & Equipment of Grand Island, NE, in the amount of \$125,000.00.

Sample Motion

Move to approve the purchase of a 2022 John Deere Backhoe Loader from Murphy Tractor & Equipment of Grand Island, NE, in the amount of \$125,000.00.



RESOLUTION 2022-137

WHEREAS, the existing 1995 Ford 475D backhoe loader has an equivalent of approximately 300,000 miles on the engine and power transmission equipment and has a variety of maintenance issues; and

WHEREAS, National Joint Powers Alliance Buying Group (now Sourcewell) was approved for use by Council on October 28, 2014; and

WHEREAS, an acceptable replacement backhoe with the necessary attachments was quoted by Murphy Tractor and Equipment of Grand Island, Nebraska, in the amount of \$125,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Underground Department purchase a 2022 John Deere Backhoe Loader from Murphy Tractor and Equipment of Grand Island, Nebraska, in the amount of \$125,000 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-7

#2022-138 - Approving Inter-local Agreement with Hall County for Improvements to Old Potash Highway between Engleman Road and North Road

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 24, 2022

Subject: Approving Inter-local Agreement with Hall County for Improvements to Old Potash Highway between Engleman Road and North Road

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

Background

On April 12, 2022, via Resolution No. , City Council awarded the Asphalt Maintenance Project No. 2022-AC-1 contract to Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$852,351.23. The following segments of road were awarded as part of the contract:

- **Section #3**– Old Potash Highway; Engleman Road to North Road
- **Section #4**– Stolley Park Road; South Locust Street to Stuhr Road
- **Section #5**– Stuhr Road; Stolley Park Road to Bismark Road
- **Section #6**– Stuhr Road; BNSF Railroad to 1070' South of US Highway 30
- **Section #7**– Wheeler Avenue; 18th Street to Capital Avenue

*Bid sections #1 and #2 were not awarded.

Council approval is required before entering into an agreement. Pursuing an inter-local agreement between governmental entities is an efficient means of collaborating efforts to better our community. Roadways in the City and County cross between both entities with jurisdiction of each and it is more efficient to perform work together.

Discussion

This agreement is for improvements to the following roadway, which has a segment within the Grand Island City limits and Hall County.

- Old Potash Highway between Engleman Road and North Road (0.93 miles)

Per the agreement the City will submit to Hall County an itemized bill for payment of their share of the project cost.

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

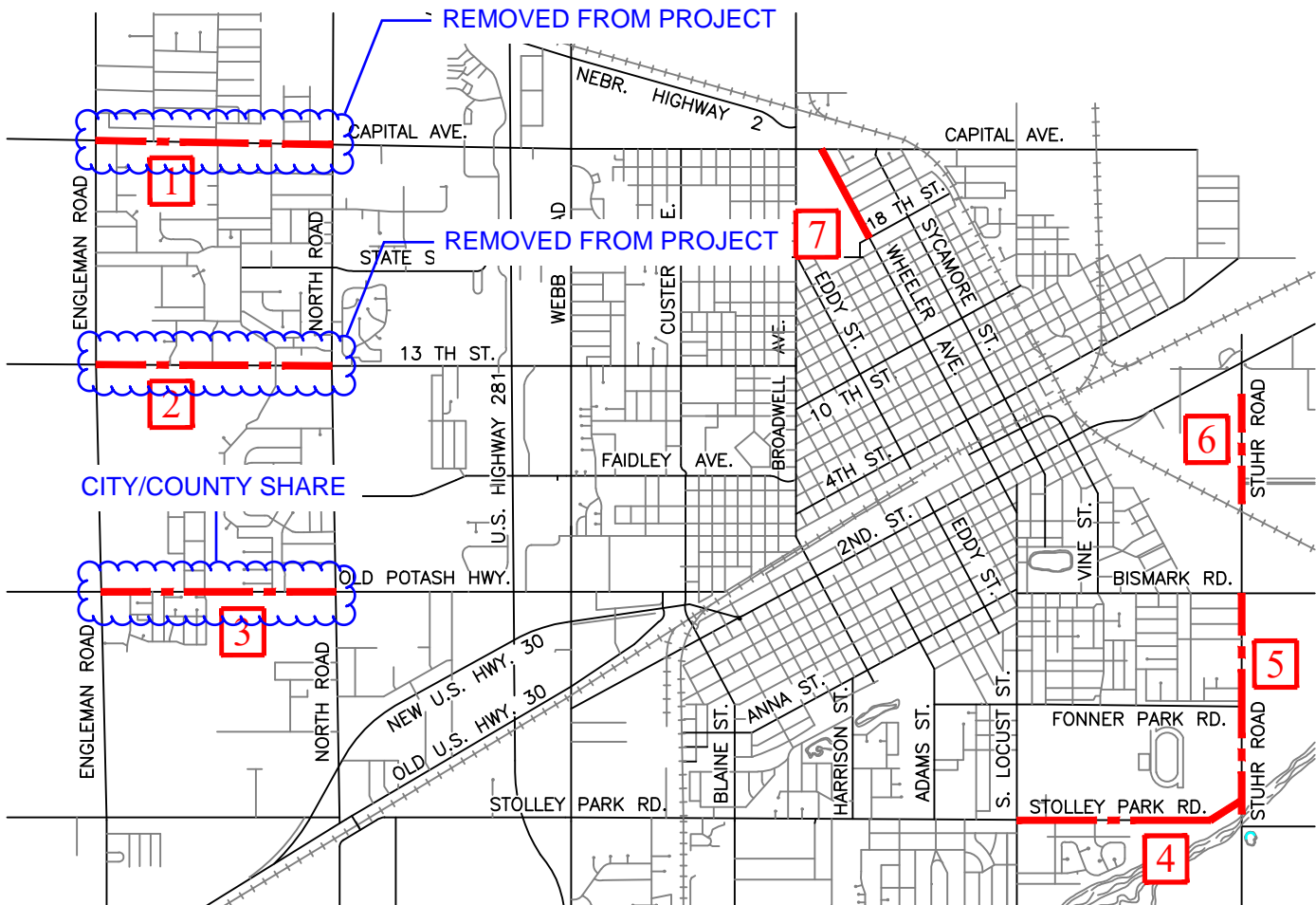
Recommendation

City Administration recommends that the Council approve the inter-local agreement with Hall County and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve the inter-local agreement with Hall County.

LOCATION MAP



~~SECTION 1 - CAPITAL AVE - ENGLEMAN RD TO NORTH RD~~

~~SECTION 2 - 13TH ST - ENGLEMAN RD TO NORTH RD~~

SECTION 3 - OLD POTASH HWY - ENGLEMAN RD TO NORTH RD

SECTION 4 - STOLLEY PARK RD - LOCUST ST TO STUHR RD

SECTION 5 - STUHR RD - STOLLEY PARK RD TO BISMARK RD

SECTION 6 - STUHR RD - BNSF RR TO 1070' SOUTH OF US HWY 30

SECTION 7 - WHEELER AVE - 18TH ST RD TO CAPITAL AVE



2022 AC-I

PROJECT MAP

NOT TO SCALE

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

RESOLUTION 2022-138

WHEREAS, the City of Grand Island is proposing an asphalt overlay project, known as 2022-AC-1, for a section of Old Potash Highway between Engleman Road and North Road (0.93 miles); and

WHEREAS, a portion of such work will be within the limits of Hall County; and

WHEREAS, it is recommended that an Inter-local Agreement be entered into with Hall County for sharing in the cost of such work; and

WHEREAS, the City of Grand Island has prepared an Inter-local Agreement, which has been reviewed by the City's Legal Department and Hall County, for such work to be completed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Inter-local Agreement by and between the City of Grand Island and Hall County, Nebraska for the asphalt overlay work, known as 2022-AC-1, to be performed on a section of Old Potash Highway between Engleman Road and North Road (0.93 miles) is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2022	▣ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-8

**#2022-139 - Approving Change Order No. 1 for Central Nebraska
Regional Airport Sanitary Sewer Collection System Rehabilitation;
Project No. 2017-S-4**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director- Engineering

Meeting: May 24, 2022

Subject: Approving Change Order No. 1 for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4

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

Background

S.J. Louis Construction, Inc. of Rockville, Minnesota was awarded a \$6,130,000.00 contract on November 9, 2021, via Resolution No. 2021-321, for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4.

Discussion

Change Order No. 1 for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 is requested to address the need for additional 10" PVC sanitary sewer pipe to make future expansion less disruptive and not as close to the proposed lift station, the addition of several manholes due to a condition in the field that was not discovered during design, and the option of using high early concrete pavement repair that will allow the pavement to be driven on sooner.

The cost associated with Change Order No. 1 is a total of \$64,994.50, resulting in a revised contract amount of \$6,194,994.50.

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 Change Order No. 1 for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 with S.J. Louis Construction, Inc. of Rockville, Minnesota.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 1

PROJECT: Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4

CONTRACTOR: S.J. Louis Construction, Inc.

AMOUNT OF CONTRACT: \$6,130,000.00

CONTRACT DATE: December 6, 2021

Address the need for additional 10" PVC sanitary sewer pipe, as well as upgrades to existing manholes and asphalt pavement to concrete within this project

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
CO1-1	Construct 10" Gravity PVC Sanitary Sewer Pipe	100.00	LF	\$ 100.00	\$ 10,000.00
CO1-2	Market Adjustment- PVC Material	100.00	LF	\$ 66.00	\$ 6,600.00
CO1-3	Remove and Replace Concrete Pavement	78.00	SY	\$ 100.00	\$ 7,800.00
CO1-4	Remove and Replace Gravel Surface	41.00	SY	\$ 25.00	\$ 1,025.00
CO1-5	Install Seeding- Type A	350.00	SY	\$.30	\$ 105.00
CO1-6	Install Seeding- Wetland	100.00	SY	\$.60	\$ 60.00
CO1-7	Topsoil Stripping and Replacement	450.00	SY	\$ 15.00	\$ 6,750.00
CO1-8	General Conditions @ 5% of \$32,340 (CO1-1 thru CO1-7 total cost)	1.00	%	\$ 1,617.00	\$ 1,617.00
CO1-9	Install 10" Mechanical Plug	1.00	EA	\$ 600.00	\$ 600.00
CO1-10	Construct 10" Gravity HDPE Sanitary Sewer Pipe	50.00	LF	\$ 200.00	\$ 10,000.00
CO1-11	Market Adjustment- HDPE Material	50.00	LF	\$ 64.00	\$ 3,200.00
CO1-12	Construct 6" Stubout and cap	20.00	LF	\$ 60.00	\$ 1,200.00
CO1-13	Remove and Replace Gravel Surface	100.00	SY	\$ 25.00	\$ 2,500.00
CO1-14	Reconnect and reconstruct sanitary sewer service	1.00	EA	\$ 2,500.00	\$ 2,500.00
CO1-15	H02-6495 Credit Standard Manhole	13.00	VF	\$ (400.00)	\$ (5,200.00)
CO1-16	H02-6495 New Drop Manhole	13.00	VF	\$ 450.00	\$ 5,850.00
CO1-17	H02-6496 Modifications to Manhole & connect 8" (W)	1.00	LS	\$ 2,500.00	\$ 2,500.00
CO1-18	H02-6497 Credit Standard Manhole	15.00	VF	\$ (400.00)	\$ (6,000.00)
CO1-19	H02-6497 New Drop Manhole	16.00	VF	\$ 450.00	\$ 7,200.00
CO1-20	General Conditions @ 5% of \$23,750 (CO1-10 thru CO1-20)	1.00	%	\$ 1,187.50	\$ 1,187.50
CO1-21	Sky Park Road & Metro Street Concrete	200.00	SY	\$ 10.00	\$ 2,000.00
CO1-22	Sky Park Road & Baron Lane Concrete	85.00	SY	\$ 10.00	\$ 850.00
CO1-23	Sky Park Road & Airport Road Concrete	265.00	SY	\$ 10.00	\$ 2,650.00
Change Order No. 1 Total =					\$ 64,994.50

Contract Price Prior to this Change Order..... \$6,130,000.00

Net Increase Resulting from this Change Order..... \$ 64,994.50

Revised Contract Price Including this Change Order..... \$6,194,994.50

The Above Change Order Accepted:

S.J. LOUIS CONSTRUCTION, 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 2022-139

WHEREAS, on November 9, 2021, via Resolution No.2021-321, the City of Grand Island awarded S.J. Louis Construction, Inc. of Rockville, Minnesota the bid in the amount of \$6,130,000.00 for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4; and

WHEREAS, it has been determined that modifications are necessary to complete such project; and

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

WHEREAS, the cost associated with such change order is \$64,994.50, resulting in a revised contract amount of \$6,194,994.50.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1, at a cost of \$64,994.50 between the City of Grand Island and S.J. Louis Construction, Inc. of Rockville, Minnesota to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2022	▣ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-9

#2022-140 - Approving Amendment No. 1 to Engineering Consulting Agreement for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 24, 2022

Subject: Approving Amendment No. 1 to Engineering Consulting Agreement for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1

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

Background

The City is taking a proactive approach in rehabilitating sanitary sewer areas prior to any major failures. This project will focus on an area north of the Union Pacific Railroad (UPRR) tracks in the area around Broadwell Avenue and North Front Street. This pipe is primarily clay tile. Spot locations will be evaluated for sanitary sewer rehabilitation, with the thought that cured in place pipe (CIPP) will be the ideal solution as existing pipe segments are mostly within constricted areas, however other solutions may be considered. Manhole rehabilitation may also be completed if needed to reinforce structural integrity.

On October 12, 2021, via Resolution No. 2021-273, City Council approved an Engineering Services Agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$65,028.00 to provide design and cost estimate engineering consulting services for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1.

Discussion

With the completion of the design it is now time to move forward with construction phase services and project closeout for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1. As anticipated, this project consists of cure-in-place-pipe liner which will avoid costly full collapse repairs should a pipe fail in the future. An amendment to the original agreement with Olsson, Inc. is requested, in the amount of \$69,400.00 resulting in a revised agreement amount of \$134,428.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$69,400.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2022-140

WHEREAS, on October 12, 2021, via Resolution No. 2021-273 the Grand Island City Council approved entering into an agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$65,028.00 for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1; and

WHEREAS, the original agreement is now being amended to include construction phase services and project closeout for such project; and

WHEREAS, such amendment is in the amount of \$69,400.00, for a revised agreement amount of \$134,428.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Olsson, Inc. of Grand Island, Nebraska for construction phase services and project closeout related to 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2022	▣ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-10

#2022-141 - Approving Transfer of Water Irrigation Rights in the Area of Old Potash Highway and North Road- Parcel No.'s 400201001, 400200933, and 400475310

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 24, 2022

Subject: Approving Transfer of Water Irrigation Rights in the Area of Old Potash Highway and North Road- Parcel No.'s 400201001, 400200933, and 400475310

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

Background

Over the past several years Public Works Engineering staff has been working on land acquisitions related to the Moore's Creek drainage improvements, which will extend drainage to the southwest, serve current areas, as well as the proposed US Highway 30 realignment project.

During property negotiations for the necessary land, and subsequent executed Purchase Agreements the seller retained the right to transfer the irrigation water rights pertaining to the subject property. The executed agreements and corresponding resolutions are attached for reference.

Parcel No. 400201001	Resolution No. 2019-351
Parcel No. 400200933	Resolution No. 2013-184
Parcel No. 400475310	Resolution No. 2019-351

Discussion

City Council approval is required for the City of Grand Island to transfer the water irrigation rights from the subject parcels noted above per the seller of such. There is no cost to the City in relation to this transaction.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution transferring the water irrigation rights.

Sample Motion

Move to approve.



1. CONTACT

Name **BRAD KROEGER**
Address **9039 S LOCUST ST**
DONIPHAN, NE 68832
Phone **402-845-6811**

NRD USE ONLY	
Transaction Date	
Transaction #	
Well Permit	
Acre/feet purchased	@ \$
Total \$ Amount	\$

2. INDICATE TRANSFER OF WATER RIGHTS

PURCHASE **TRANSFER** PERMANENT RETIREMENT AU

GWE ---> Buy Bid or Sell Bid

3. REASON OF WATER RIGHT TRANSACTION

4. INDICATE THE USE (if not for irrigation)

5a. TRANSFER TO

Water Right ID **1009W34C0003** Zone **Appropriated**
Contact **KROEGER/JILL R & BRADLEY E**
County **HALL** Legal **S1/2 SW 1/4 Section 34-10-09W**
Irrigation **Both** Depletion % **67** Acres **26.02**
River Basin **PLATTE** Net-Change Depletion **-14.47 (acre/feet)**

6a. TRANSFER FROM

Water Right ID **1009W34C0002** Zone **Appropriated**
Contact **KROEGER/JILL R & BRADLEY E**
County **HALL** Legal **S1/2 SW 1/4 Section 34-10-09W**
Irrigation **Groundwater** Depletion % **67** Acres **0.98**
River Basin Net-Change Depletion **0.55 (acre/feet)**

6b. TRANSFER FROM

Water Right ID **1009W34C0001** Zone **Appropriated**
Contact **KROEGER/JILL R & BRADLEY E**
County **HALL** Legal **S1/2 SW 1/4 Section 34-10-09W**
Irrigation **Both** Depletion % **67** Acres **5.71**
River Basin Net-Change Depletion **3.18 (acre/feet)**

6c. TRANSFER FROM

Water Right ID	<u>1110W23A0001</u>	Zone	<u>Appropriated</u>	
Contact	<u>CITY OF GI</u>			
County	<u>HALL</u>	Legal	<u>PT OF THE SW NE1/4 Section 23-11-10W</u>	
			<u>PARCEL #400475310</u>	
Irrigation	<u>Groundwater</u>	Depletion %	<u>47</u>	Acres <u>2.03</u>
River Basin				Net-Change Depletion <u>0.79 (acre/feet)</u>

6d. TRANSFER FROM

Water Right ID	<u>1110W23A0002</u>	Zone	<u>Appropriated</u>	
Contact	<u>CITY OF G I</u>			
County	<u>HALL</u>	Legal	<u>PT OF THE NE NE 1/4 Section 23-11-10W</u>	
			<u>PARCEL # 400200933</u>	
Irrigation	<u>Groundwater</u>	Depletion %	<u>47</u>	Acres <u>2.50</u>
River Basin				Net-Change Depletion <u>0.97 (acre/feet)</u>

6e. TRANSFER FROM

Water Right ID	<u>1110W23A0002</u>	Zone	<u>Appropriated</u>	
Contact	<u>CITY OF GI</u>			
County	<u>HALL</u>	Legal	<u>PT OF THE NE NE1/4 Section 23-11-10W</u>	
			<u>PARCEL # 400201001</u>	
Irrigation	<u>Groundwater</u>	Depletion %	<u>47</u>	Acres <u>7.78</u>
River Basin				Net-Change Depletion <u>3.04 (acre/feet)</u>

6f. TRANSFER FROM

Water Right ID	<u>0910W01D0002</u>	Zone	<u>Appropriated</u>	
Contact	<u>ROBB/GREG W</u>			
County	<u>HALL</u>	Legal	<u>PT OF THE E1/2 SE1/4 Section 01-09-10W</u>	
Irrigation	<u>Groundwater</u>	Depletion %	<u>68</u>	Acres <u>10.52</u>
River Basin				Net-Change Depletion <u>5.94 (acre/feet)</u>

7. TRANSACTION SUMMARY.

<u>Landowner</u>	<u>Legal Description</u>	<u>Action</u>	<u>Acres</u>	<u>Dep %</u>	<u>Total NET</u>
KROEGER/JILL R & BRADLEY E	S1/2 SW1/4 Section 34-10-09W	Landowner Transfer - To	26.02	67	-14.47
KROEGER/JILL R & BRADLEY E	S1/2 SW1/4 Section 34-10-09W	Landowner Transfer - From	0.98	67	0.55
KROEGER/JILL R & BRADLEY E	S1/2 SW1/4 Section 34-10-09W	Landowner Transfer - From	5.71	67	3.18
CITY OF G I	PT OF THE SW NE1/4 Section 23-11-10W	Landowner Transfer - From	2.03	47	0.79
CITY OF G I	PT OF THE NE NE1/4 Section 23-11-10W	Landowner Transfer - From	2.50	47	0.97
CITY OF G I	PT OF THE NE NE1/4 Section 23-11-10W	Landowner Transfer - From	7.78	47	3.04
ROBB/GREG W	PT OF THE E1/2 SE1/4 Section 01-09-10W	Landowner Transfer - From	10.52	68	5.94

8. CONDITIONS OF TRANSACTION

Offset acres (see map) cannot be irrigated and no irrigation runoff is allowed onto those acres. Offset acres will be checked each year and any violation will result in Penalties (#9) shown below.

This is not a permit to construct a well, if you want to drill new well you will need to apply for a well permit prior to drilling.

9. AGREEMENT

If this transaction is approved, I agree to abide by the following conditions:

- If it is later determined that further offsets have to be made because of any depletions to the river caused by the transaction, whatever offsets have to be made will be the landowner's responsibility.
- Land traded and returned to dryland acres will be spot-checked to verify that it remains dryland.
- Penalties: If it is determined by the NRD that any of the acres that were agreed upon to remain dryland are irrigated, a Cease & Desist Order (SS46-707) may be issued. Penalties could include up to \$1,000-\$5,000 per day (SS46-745) fine.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate.

Signature of Transferee

Signature of Transferor

Date

NOTARIZATION

State of Nebraska: On this ____ Day of _____, 20____, before me a Notary Public in and for said state, personally came the above named _____ who is personally known to me to be the identical person whose name is affixed to the above instrument, and acknowledge the instrument to be his voluntary act and deed. Witness my hand and Notary Seal the day and year last written.

Notary Public

My Commission Expires the ____ day of _____, 20____.

10. DECISION OF THE CENTRAL PLATTE NATURAL RESOURCES DISTRICT

Not all transactions require a hearing. If a hearing is required, the transaction will be acted upon after the hearing by the Board of Director. Because the process involves a legal notice for the hearing, your request will be acted upon at the earliest possible date after the legal requirements have been met. You or your representative should be present at the hearing.

NRD Representative: _____ Hearing Date (if required): _____

☐ APPROVED

☐ MAP ENCLOSED

Condition: _____

☐ DENIED

Reason: _____

Disclaimer: The Central Platte Natural Resource District is responsible for the final acres shown on the Request Form. Although the Natural Resources Conservation Service (NRCS) may help obtain information, the Central Platte NRD is responsible for any final determination.

If this transaction is approved, I agree to abide by the following conditions:

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Signature of Transferee

Signature of Transferor

Date

NOTARIZATION

State of Nebraska: On this _____ Day of _____, 20____, before me a Notary Public in and for said state, personally came the above named _____ who is personally known to me to be the identical person whose name is affixed to the above instrument, and acknowledge the instrument to be his voluntary act and deed. Witness my hand and Notary Seal the day and year last written.

My Commission Expires the _____ day of _____, 20____.

Notary Public

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Signature of Transferee

Signature of Transferor

Date

NOTARIZATION

State of Nebraska: On this _____ Day of _____, 20____, before me a Notary Public in and for said state, personally came the above named _____ who is personally known to me to be the identical person whose name is affixed to the above instrument, and acknowledge the instrument to be his voluntary act and deed. Witness my hand and Notary Seal the day and year last written.

Notary Public

My Commission Expires the ____ day of _____, 20____.

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NRD Representative: _____ Hearing Date (if required): _____

☐ **APPROVED**

☐ **MAP ENCLOSED**

Condition: _____

☐ **DENIED**

Reason: _____

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Signature of Transferee

Signature of Transferor

Date

NOTARIZATION

State of Nebraska: On this ____ Day of _____, 20____, before me a Notary Public in and for said state, personally came the above named _____ who is personally known to me to be the identical person whose name is affixed to the above instrument, and acknowledge the instrument to be his voluntary act and deed. Witness my hand and Notary Seal the day and year last written.

Notary Public

My Commission Expires the ____ day of _____, 20____.

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☐ APPROVED

☐ MAP ENCLOSED

Condition: _____

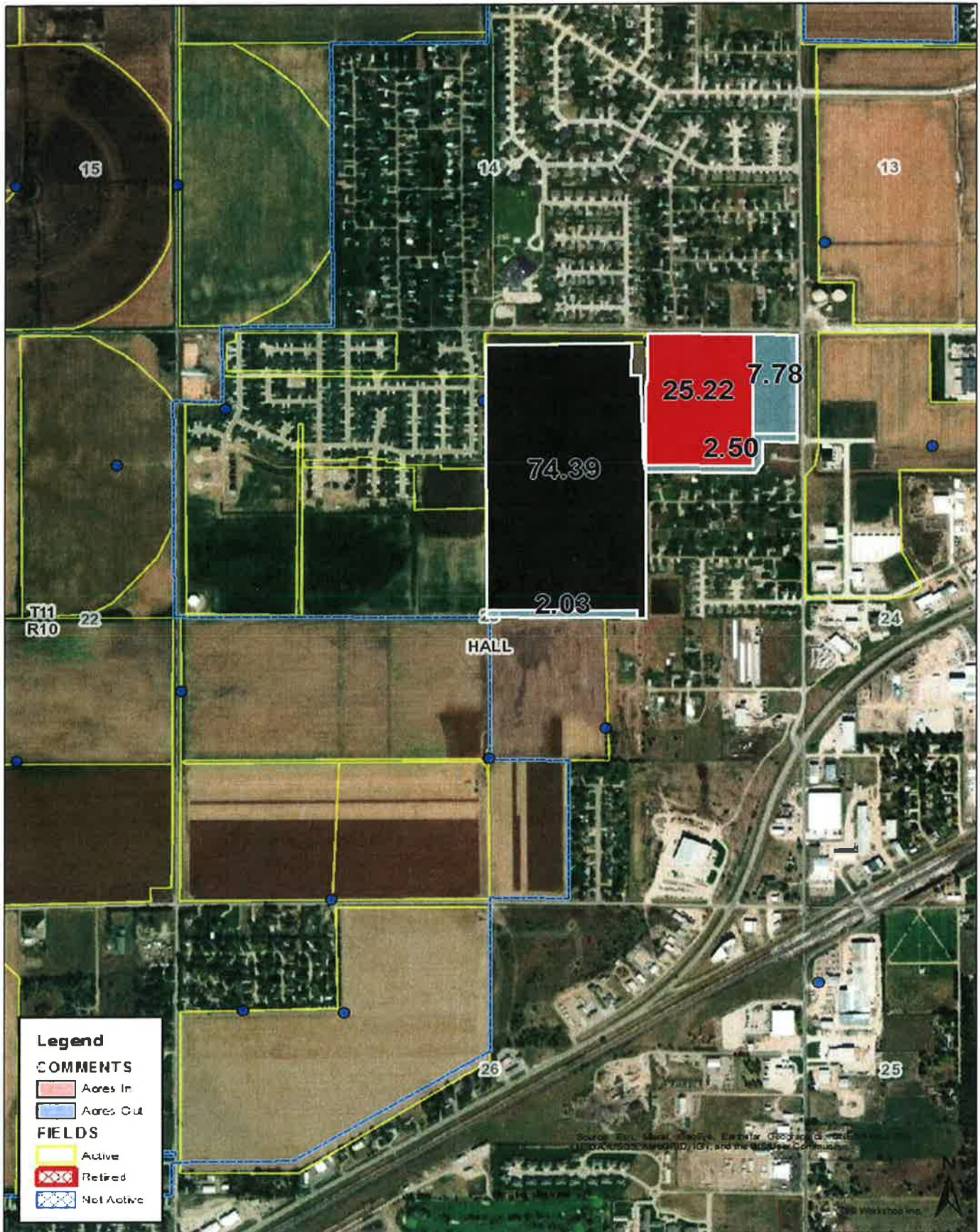
☐ DENIED

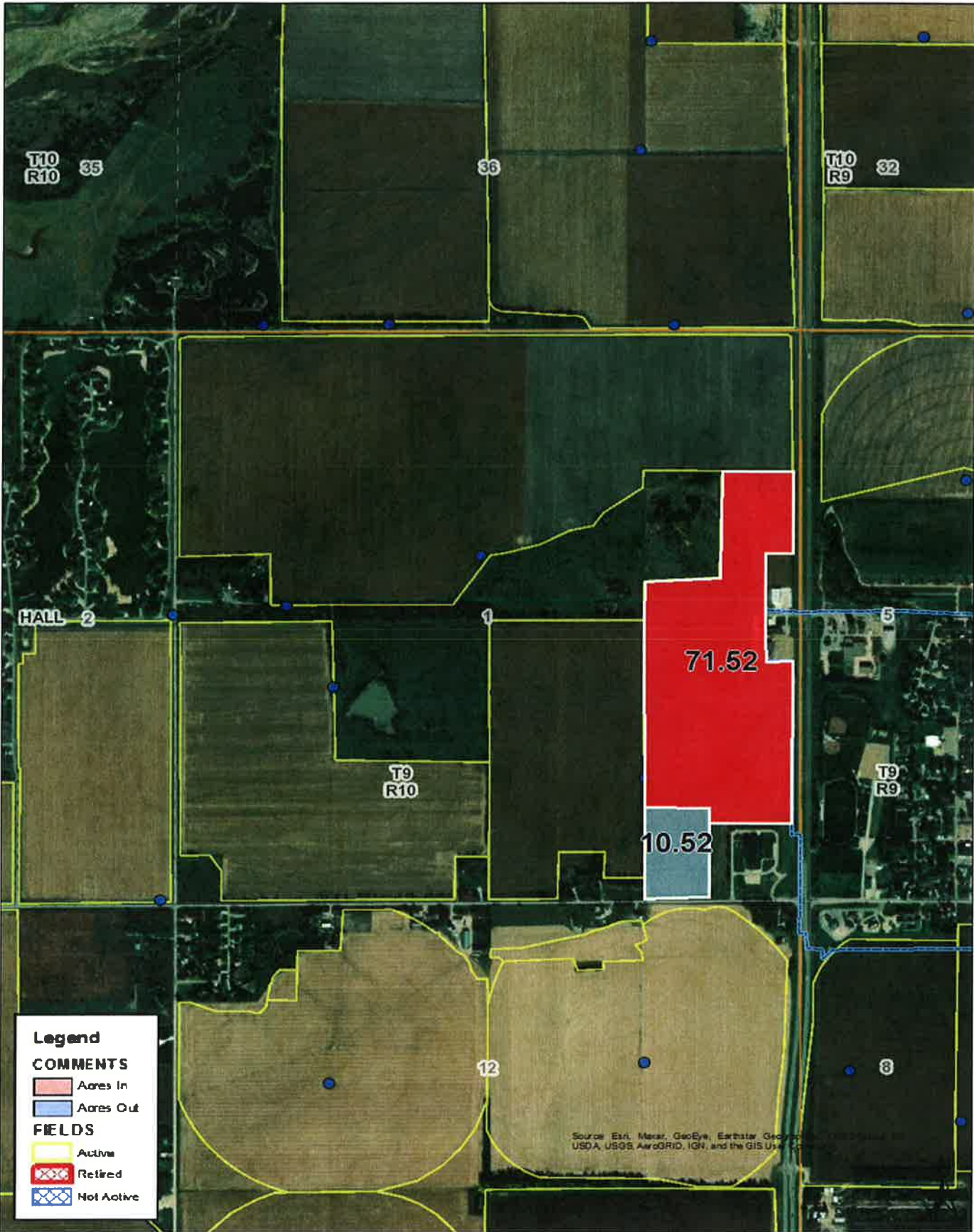
Reason: _____

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1009W34





0910W01

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between Eric M. Pollock, Kenda D. Pollock, Matthew M. Pollock, and Miranda D. Pollock, (herein "Seller" whether one or more), and City of Grand Island, a municipal corporation, (herein "Buyer") and is effective on the date this Agreement is executed by Buyer and Seller as reflected on the signature page(s).

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged by Seller, and pursuant to the terms and conditions contained in this Agreement, it is hereby agreed as follows:

1. **PROPERTY PURCHASED.** Seller agrees to sell and Buyer agrees to purchase, on such terms and conditions as are set forth hereinafter, the following described property:
 - (a) All that real estate legally described as set forth in Attachment A, attached hereto (the "Subject Premises").
 - (b) The Buyer is familiar with the Subject Premises and agrees to accept the Subject Premises in their current condition. Seller provides no warranty as to the condition of the Subject Premises, and they shall be sold "as is/where is".
2. **PURCHASE PRICE.** The Purchase Price of the Subject Premises is \$64,075.00. The Purchase Price shall be paid to Seller by Buyer according to the following terms:
 - (a) The sum of \$64,075.00 in cash or check upon closing of this Agreement.
3. **CROP BASE.** If this transaction divides an existing USDA farm, Seller and Buyer shall take all action required to have the USDA crop base fairly and equitably assigned and allocated to the Seller through the FSA office.
4. **AGRICULTURE PROGRAM PAYMENTS.** Seller shall receive all USDA, NRCS, or other agricultural program payments arising out of or related to the 2019 crop and crop year and all prior years.
5. **CONVEYANCE.** At Closing, Seller agrees to convey the Real Property by Warranty Deed (the "Deed") to Buyer, subject to Permitted Exceptions as defined in paragraph 10(a). Said conveyances shall be free from all liens and encumbrances.
6. **DATE OF CLOSING.** The Date of Closing for this sale shall be on or before December 1, 2019, or as soon as practicable thereafter after all of the conditions of closing are satisfied.

7. PLACE OF CLOSING. The Place of Closing shall be at the offices of Grand Island Abstract, Escrow & Title Co., Grand Island, Nebraska, or at such other location as the parties shall mutually agree.
8. POSSESSION. The right of possession of the Subject Premises shall pass to Buyer upon Closing. It is understood and agreed that this Agreement shall in no manner be construed to convey the premises or to give any right to take possession thereof prior to Closing.
9. CONDITIONS PRECEDENT TO CLOSING. The obligation of the parties to close this Agreement is subject to the satisfaction of the following conditions:
 - (a) Title Approval. Seller shall deliver to Buyer prior to Closing a Title Insurance Commitment ("Commitment") for the Real Estate. If Buyer has any objection to items disclosed in such Commitment, Buyer shall notify Seller prior to Closing. If Buyer makes such objections, Seller shall have a reasonable time after receipt of such objections (but not more than 30 days) to cure the same, and the Date of Closing shall be extended, if necessary. Seller shall use its best efforts to cure such objections. If the objections are not satisfied within such time period despite Seller's best efforts, Buyer may (i) terminate this Agreement by notice to Seller given within five (5) days after the expiration of such 30 day period, or (ii) waive its objections and close the transaction. If Buyer elects to terminate this agreement pursuant to this paragraph 10(a), then the Earnest Money paid by Buyer shall be returned to Buyer. Any defects in Seller's title not objected to by Buyer or accepted by Buyer shall be deemed "Permitted Exceptions" for purposes of this Agreement. Failure of Buyer to terminate the Agreement as provided herein shall also be deemed to make any title defects "Permitted Exceptions."
 - (b) Inspection of Real Estate. At any time prior to Closing, Buyer and Buyer's respective representatives shall have the right to enter upon the Real Estate at any reasonable time to make surveys, studies, inspections, and other tests to determine whether the Real Estate contains, or has the potential of containing, any hazardous materials or substances, or other environmental problems, and to determine the condition of the Real Estate; provided, however, all such surveys, studies, inspections or other tests shall be performed by Buyer at Buyer's sole cost and expense and completed in the time period referenced above. If Buyer does not make such surveys, inspections or tests, in the time period required, Buyer shall be deemed to be satisfied with the condition of the Real Estate.

The Buyer shall not be obligated to undertake any soil borings or other invasive testing to determine the existence of hazardous materials on the Real Estate, it being the intention of the parties that if noninvasive environmental inspections and testing indicate that the Real Estate may contain hazardous substances, Buyer shall have the right to rescind this Agreement. If in Buyer's judgment, such surveys, studies, inspections or other tests indicate or determine that the Real Estate contains any hazardous materials or substances, or the condition of the Real Estate is not acceptable to Buyer, then Buyer may terminate this Agreement by notice given to Seller prior to Closing, and the Earnest Money paid by Buyer shall then be returned to Buyer. If Buyer fails to terminate this Agreement by the Date of Closing, then Buyer shall be deemed to have waived this contingency.

Nothing stated herein shall be deemed to grant Buyer the authority to bind the Real Estate with any construction liens related to the testing contemplated hereunder or for any other work related to the Real Estate prior to closing, and the parties hereto specifically disclaim that any agency relationship exists as between Seller and Buyer with respect thereto. Buyer further agrees to indemnify and hold Seller harmless from and against any costs, liabilities, claims or expenses arising out of any failure of Buyer to promptly pay for the costs and expenses associated with any borings, surveys, studies, inspections or other tests performed by Buyer, which indemnity shall survive closing.

Seller agrees to furnish to Buyer, prior to Closing, with any environmental studies, assessments, audits, or other environmental information in Seller's possession regarding the Real Estate. Buyer acknowledges that Buyer is purchasing the Real Estate based upon Buyer's inspection of the Real Estate and not based upon any representations of the Seller other than as are contained herein. Buyer further acknowledges that Buyer is purchasing all of the Property "AS IS," and that Seller has no obligation to make any repairs or modification thereto other than as may be specifically set forth herein.

- (c) Property Survey. Buyer shall have the right to have the Real Estate surveyed at Buyer's expense by a registered land surveyor acceptable to Buyer; provided, however, the survey shall be prepared on or before the Date of Closing. If Buyer has an objection to items disclosed in such Survey, Buyer shall make written objections to Seller in the same manner as for title objections in Paragraph 11(a) above. If Buyer

makes such objections, Seller shall have a reasonable time after receipt of Buyer's written objections to cure the same, and the Date of Closing shall be extended, if necessary. If the objections are not satisfied within such time period, Buyer shall have the above remedies as are provided for title objections in Paragraph 10(a) above.

10. ENVIRONMENTAL CONDITION OF SUBJECT PREMISES. Seller represents to the best of Seller's knowledge that no hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos or petroleum product has been released into the environment, or deposited, discharged, placed or disposed of at, near or on the Subject Premises. Seller also represents that, to the best of Seller's knowledge, no hazardous substance or hazardous waste, as defined by the Resource Conservation Recovery Act (42 U.S.C. §§6901, et seq.) or the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §§9601, et seq.), has been generated, manufactured, refined, transported, treated, stored, handled, or disposed of on, at or near the Subject Premises.

11. OTHER TERMS.

- (a) Seller shall be permitted to occupy the Subject Premises for the 2019 crop season and retain the profits therefrom.
- (b) Soil material excavated from the Subject Premises in connection with Buyer's initial construction of the drainage ditch, a part of the Moore's Creek Project, upon the Subject Premises shall be available to Seller. Seller shall have the option to remove the soil material at the direction and supervision of Buyer prior to Buyer's commencement of construction. If not removed by Seller, salvage soil material excavated from the Subject Premises by Buyer shall be deposited and stockpiled in the extreme northeast corner of the West Half of the Northeast Quarter (W1/2NE1/4) of Section Twenty-three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska.
- (c) Seller shall retain and have the right to transfer the irrigation water rights pertaining to the Subject Premises. Buyer shall cooperate with Seller with respect to the transfer or assignment of water rights.
- (d) No storm water or surface water collected upon that part of Seller's Seller shall be permitted to enter upon the Subject Premises unless Buyer's Public Works Director approves such drainage in writing.

12. BROKERS' FEES. The Buyer and Seller represent to each other that neither the Buyer nor the Seller has incurred any liability for brokerage fees or commissions in connection with this

transaction. Each party indemnifies and agrees (which indemnification and agreement shall survive Closing) to hold the other party harmless from any and all claims and expenses resulting to the other party by reason of breach of the representation made by such party in this Paragraph. [If no broker involved]

13. REAL ESTATE TAXES AND ASSESSMENTS. Seller shall pay all real estate taxes and assessments (if any) for 2018 and prior years. All real estate taxes (if any) for the years 2019 shall be prorated to the date of closing based on the most recent valuation and mill levies.
14. RISK OF LOSS. Risk of loss with respect to the Subject Premises shall be borne by Seller until the Date of Closing and thereafter by Buyer. In the event of material damage to the Subject Premises by fire, explosion or any other cause prior to Closing, Seller shall have Sixty (60) days to repair the Subject Premises or to rescind this Agreement, whereupon Seller shall refund to Buyer the Earnest Money (if any) and any other payments made hereunder.
15. DEFAULT. Unless otherwise provided for herein, if Buyer or Seller fails to comply herewith, the other party may exercise remedies as follows:
 - (a) Buyer's Remedies. In the event Seller defaults on Seller's obligation arising hereunder, Buyer shall be entitled to (i) receive a full refund of the Deposit in lieu of any other remedy which may be available to Buyer at law or in equity, and this Agreement shall be void and of no further force or effect whatsoever upon Buyer's receipt of the Deposit, (ii) seek specific performance of this Agreement, or (c) pursue any remedy which may be available to Buyer at law or in equity.
 - (b) Seller's Remedies. In the event Buyer defaults on Buyer's obligation arising hereunder, Seller shall be entitled to: (i) retain the Deposit as liquidated damages in lieu of any remedy which may be available to Seller at law or in equity (in which case, this Agreement shall be void and of no further force or effect); or (ii) pursue any remedy which may be available to Seller at law or in equity.
16. DIVISION OF EXPENSES FOR THIS TRANSACTION. The parties agree that the expenses in connection with the sale and purchase of the Subject Premises will be divided as follows: Buyer shall pay all closing costs, buyer's policy title insurance premiums, and recording fees. Each party shall pay its own attorney fees.
17. BINDING EFFECT. This Agreement shall be binding upon each of the parties hereto, their legal representatives, heirs, successors and assigns.
18. MODIFICATION. This Agreement constitutes the entire understanding of the parties, and there shall be no verbal or other agreement except as contained herein and except as it may


be amended by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, discharge or amendment is sought.

19. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
20. CHOICE OF LAW. This Agreement shall be administered in accordance with the laws of the State of Nebraska.
21. EXECUTION OF ADDITIONAL DOCUMENTS. The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Subject Premises, and to protect the right, title and interest in and enjoyment of the Subject Premises assigned, transferred and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed. The parties hereto will also execute all customary documents required by the title insurance company at Closing, including, but not limited to, affidavits and indemnification agreements.
22. TIME OF ESSENCE. Time is of the essence regarding the payments and performances referenced in this Agreement.
23. CONSTRUCTION. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise.
24. ASSIGNMENT. Except as provided in the paragraph above regarding like-kind exchanges, this Agreement cannot be assigned without the prior written consent of Seller, which Seller can withhold in its sole and absolute discretion.
25. WARRANTIES. The terms and conditions of this Agreement shall survive the Warranty Deed and Closing.
26. ASSIGNMENT AND USE IN TAX FREE EXCHANGE. The property at issue in this transaction is being requisitioned through the governmental exercise of its power to convert property for public use and benefit. Had the Seller not voluntarily agreed to the terms of sale, a condemnation would have been likely to occur. The Buyer understands that Seller may be using this sale as part of a Tax Free Exchange under the terms of §1033 of the Internal

Revenue Code. Buyer agrees to cooperate, at no expense to Buyer, so as to effect the exchange.

Executed on the dates referenced below.

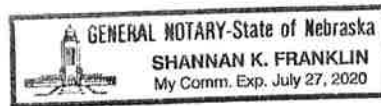
Seller: ERIC M. POLLOCK

BY 
Eric M. Pollock

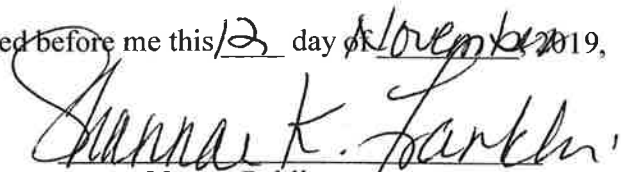
Date: 11-12-19

SS# or EIN for Seller(s): 508-94-0703


STATE OF NEBRASKA)
) ss
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November, 2019, by Eric M. Pollock as Seller.


Notary Public

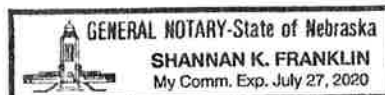
Seller: KENDA D. POLLOCK

BY 
Kenda D. Pollock

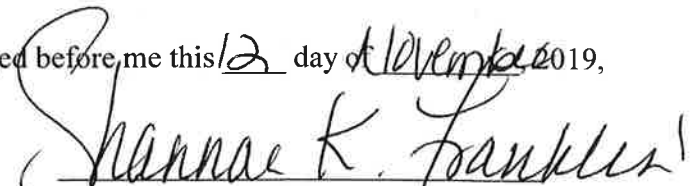
Date: 11-12-19

SS# or EIN for Seller(s): 507-98-3735

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November, 2019, by Kenda D. Pollock as Seller.


Notary Public

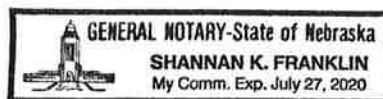
Seller: MATTHEW M. POLLOCK

BY Matthew M Pollock
Matthew M. Pollock

Date: 11-12-19

SS# or EIN for Seller(s): 507-23-1940

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November, 2019, by Matthew M. Pollock as Seller.

Shannan K. Franklin
Notary Public

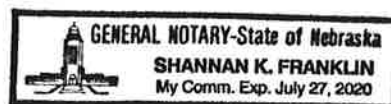
Seller: MIRANDA D. POLLOCK

BY Miranda D Pollock
Miranda D. Pollock

Date: 11/12/19

SS# or EIN for Seller(s): 505-31-5265

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November, 2019, by Miranda D. Pollock as Seller.

Shannan K. Franklin
Notary Public

Buyer: CITY OF GRAND ISLAND

Roger G. Steele Date: November 26, 2019
Roger G. Steele, Mayor

[attest]

RaNae Edwards
RaNae Edwards, City Clerk

Stacy Z. Winkler
Interim City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 26th day of November, 2019, by Roger G. Steele, Mayor, and RaNae Edwards, City Clerk, on behalf of the City of Grand Island as Buyer.



Jill Granere
Notary Public

ATTACHMENT A

A tract of land located in the southwest quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter, all in Section 23, Township 11 North, Range 10 West of the Sixth P.M., Hall County, Nebraska, being described as follows: beginning at the southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 23; thence S89°16'47"W (assumed bearing) on the south line of the Southeast Quarter of the Northwest Quarter of said Section 23, a distance of 34.89 feet to the southwest corner of a tract of land as described and recorded in instrument number 201508859, and recorded in the office of the register of deeds for Hall County, Nebraska; thence N01°04'39"W on the west line of said tract of land, a distance of 80.00 feet; thence N89°16'47"E parallel with and 80.00 feet distant from said south line, a distance of 34.90 feet to the west line of said Southwest Quarter of the Northeast Quarter; thence N89°16'26"E parallel with and 80.00 feet distant from the south line of said Southwest Quarter of the Northeast Quarter, a distance of 1238.31 feet to the west line of a tract of land as described and recorded in instrument number 201300044, and recorded in the office of the register of deeds for Hall County, Nebraska; thence S01°05'45"E on the west line of said tract of land, parallel with and 80.00 feet distant from the east line of said Southwest Quarter of the Northeast Quarter, a distance of 80.00 feet to said south line; thence S89°16'26"W on said south line, a distance of 1238.34 feet to the point of beginning, containing 2.33 acres, more or less.

RESOLUTION 2019-351

WHEREAS, public right-of-way is required by the City of Grand Island, from Eric M. and Kenda D. Pollock, for construction of Moores Creek Drainage Ditch extension in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Eric M. and Kenda D. Pollock- Parcel No. 400200929	A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S01°08'13"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 954.05 FEET; THENCE S89°28'15"W PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 97-109582, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA, A DISTANCE OF 412.90 FEET; THENCE N01°08'13"W PARALLEL WITH AND 412.90 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 954.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°27'48"E ON SAID NORTH LINE, A DISTANCE OF 412.90 FEET TO THE POINT OF BEGINNING, CONTAINING 9.04 ACRES, MORE OR LESS, WHICH INCLUDES 1.01 ACRES, MORE OR LESS, OF CURRENTLY OCCUPIED PUBLIC ROAD RIGHT-OF-WAY.	\$220,825.00
Eric M. and Kenda D. Pollock- Parcel No. 400475308	A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S89°16'47" W (ASSUMED BEARING) ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 34.89 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201508859, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE N01°04'39"W ON THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 80.00 FEET; THENCE N89°16'47"E PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 34.90 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°16'26"E PARALLEL WITH AND 80.00 FEET DISTANT FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1238.31 FEET TO THE WEST LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201300044, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE S01°05'45"E ON THE WEST LINE OF SAID TRACT OF LAND, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET TO SAID	\$64,075.00

Approved as to Form ☒ 
November 25, 2019 ☒ City Attorney

	SOUTH LINE; THENCE S89°16'26"W ON SAID SOUTH LINE, A DISTANCE OF 1238.34 FEET TO THE POINT OF BEGINNING, CONTAINING 2.33 ACRES, MORE OR LESS.	
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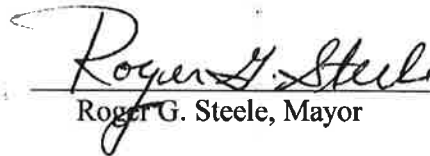
WHEREAS, agreements for the public right-of-way have been reviewed and approved by the City Legal Department; and

WHEREAS, the cost of such acquisition is \$220,825.00 and \$64,075.00, for a total amount of \$284,900.00.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the agreements for the public right-of-way on the above described tracts of land, in the amounts of \$220,825.00 and \$64,075.00, for a total amount of \$284,900.00.

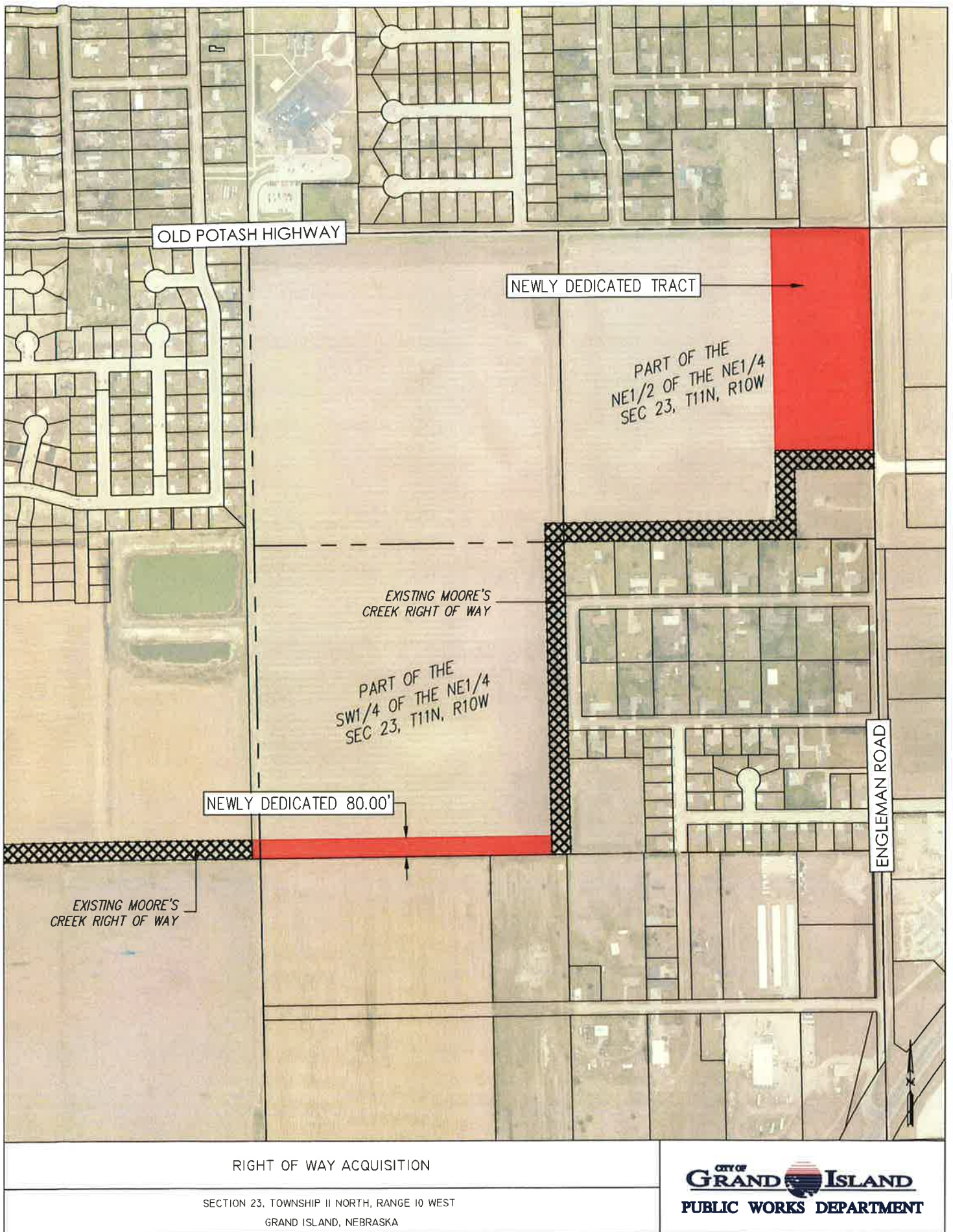
BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2019.


Roger G. Steele, Mayor

Attest:


RaNae Edwards, City Clerk



REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between Eric M. Pollock and Kenda D. Pollock, husband and wife (herein "Seller", whether one or more), and City of Grand Island, a municipal corporation, (herein "Buyer") and is effective on the date this Agreement is executed by Buyer and Seller as reflected on the signature page(s).

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged by Seller, and pursuant to the terms and conditions contained in this Agreement, it is hereby agreed as follows:

1. **PROPERTY PURCHASED.** Seller agrees to sell and Buyer agrees to purchase, on such terms and conditions as are set forth hereinafter, the following described property:
 - (a) All that real estate legally described as set forth in Attachment A, attached hereto; together with all equipment permanently attached thereto (the "Subject Premises").
 - (b) The Buyer is familiar with the Subject Premises and agrees to accept the Subject Premises in their current condition. Seller provides no warranty as to the condition of the Subject Premises, and they shall be sold "as is/where is".
2. **PURCHASE PRICE.** The Purchase Price of the Subject Premises is \$220,825.00. The Purchase Price shall be paid to Seller by Buyer according to the following terms:
 - (a) The sum of \$220,825.00 in cash or check upon closing of this Agreement.
3. **CROP BASE.** If this transaction divides an existing USDA farm, Seller and Buyer shall take all action required to have the USDA crop base fairly and equitably assigned and allocated to the Seller through the FSA office.
4. **AGRICULTURE PROGRAM PAYMENTS.** Seller shall receive all USDA, NRCS, or other agricultural program payments arising out of or related to the 2019 crop and crop year and all prior years.
5. **CONVEYANCE.** At Closing, Seller agrees to convey the Real Property by Warranty Deed (the "Deed") to Buyer, subject to Permitted Exceptions as defined in paragraph 10(a). Said conveyances shall be free from all liens and encumbrances.
6. **DATE OF CLOSING.** The Date of Closing for this sale shall be on or before December 1, 2019, or as soon as practicable thereafter after all of the conditions of closing are satisfied.

7. PLACE OF CLOSING. The Place of Closing shall be at the offices of Grand Island Abstract, Escrow & Title Co., Grand Island, Nebraska, or at such other location as the parties shall mutually agree.
8. POSSESSION. The right of possession of the Subject Premises shall pass to Buyer upon Closing. It is understood and agreed that this Agreement shall in no manner be construed to convey the premises or to give any right to take possession thereof prior to Closing.
9. CONDITIONS PRECEDENT TO CLOSING. The obligation of the parties to close this Agreement is subject to the satisfaction of the following conditions:
 - (a) Title Approval. Seller shall deliver to Buyer prior to Closing a Title Insurance Commitment (“Commitment”) for the Real Estate. If Buyer has any objection to items disclosed in such Commitment, Buyer shall notify Seller prior to Closing. If Buyer makes such objections, Seller shall have a reasonable time after receipt of such objections (but not more than 30 days) to cure the same, and the Date of Closing shall be extended, if necessary. Seller shall use its best efforts to cure such objections. If the objections are not satisfied within such time period despite Seller's best efforts, Buyer may (i) terminate this Agreement by notice to Seller given within five (5) days after the expiration of such 30 day period, or (ii) waive its objections and close the transaction. If Buyer elects to terminate this agreement pursuant to this paragraph 10(a), then the Earnest Money paid by Buyer shall be returned to Buyer. Any defects in Seller's title not objected to by Buyer or accepted by Buyer shall be deemed “Permitted Exceptions” for purposes of this Agreement. Failure of Buyer to terminate the Agreement as provided herein shall also be deemed to make any title defects “Permitted Exceptions.”
 - (b) Inspection of Real Estate. At any time prior to Closing, Buyer and Buyer’s respective representatives shall have the right to enter upon the Real Estate at any reasonable time to make surveys, studies, inspections, and other tests to determine whether the Real Estate contains, or has the potential of containing, any hazardous materials or substances, or other environmental problems, and to determine the condition of the Real Estate; provided, however, all such surveys, studies, inspections or other tests shall be performed by Buyer at Buyer’s sole cost and expense and completed in the time period referenced above. If Buyer does not make such surveys, inspections or tests, in the time period required, Buyer shall be deemed to be satisfied with the condition of the Real Estate.

The Buyer shall not be obligated to undertake any soil borings or other invasive testing to determine the existence of hazardous materials on the Real Estate, it being the intention of the parties that if noninvasive environmental inspections and testing indicate that the Real Estate may contain hazardous substances, Buyer shall have the right to rescind this Agreement. If in Buyer's judgment, such surveys, studies, inspections or other tests indicate or determine that the Real Estate contains any hazardous materials or substances, or the condition of the Real Estate is not acceptable to Buyer, then Buyer may terminate this Agreement by notice given to Seller prior to Closing, and the Earnest Money paid by Buyer shall then be returned to Buyer. If Buyer fails to terminate this Agreement by the Date of Closing, then Buyer shall be deemed to have waived this contingency.

Nothing stated herein shall be deemed to grant Buyer the authority to bind the Real Estate with any construction liens related to the testing contemplated hereunder or for any other work related to the Real Estate prior to closing, and the parties hereto specifically disclaim that any agency relationship exists as between Seller and Buyer with respect thereto. Buyer further agrees to indemnify and hold Seller harmless from and against any costs, liabilities, claims or expenses arising out of any failure of Buyer to promptly pay for the costs and expenses associated with any borings, surveys, studies, inspections or other tests performed by Buyer, which indemnity shall survive closing.

Seller agrees to furnish to Buyer, prior to Closing, with any environmental studies, assessments, audits, or other environmental information in Seller's possession regarding the Real Estate. Buyer acknowledges that Buyer is purchasing the Real Estate based upon Buyer's inspection of the Real Estate and not based upon any representations of the Seller other than as are contained herein. Buyer further acknowledges that Buyer is purchasing all of the Property "AS IS," and that Seller has no obligation to make any repairs or modification thereto other than as may be specifically set forth herein.

- (c) Property Survey. Buyer shall have the right to have the Real Estate surveyed at Buyer's expense by a registered land surveyor acceptable to Buyer; provided, however, the survey shall be prepared on or before the Date of Closing. If Buyer has an objection to items disclosed in such Survey, Buyer shall make written objections to Seller in the same manner as for title objections in Paragraph 11(a) above. If Buyer

makes such objections, Seller shall have a reasonable time after receipt of Buyer's written objections to cure the same, and the Date of Closing shall be extended, if necessary. If the objections are not satisfied within such time period, Buyer shall have the above remedies as are provided for title objections in Paragraph 10(a) above.

10. ENVIRONMENTAL CONDITION OF SUBJECT PREMISES. Seller represents to the best of Seller's knowledge that no hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos or petroleum product has been released into the environment, or deposited, discharged, placed or disposed of at, near or on the Subject Premises. Seller also represents that, to the best of Seller's knowledge, no hazardous substance or hazardous waste, as defined by the Resource Conservation Recovery Act (42 U.S.C. §§6901, et seq.) or the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §§9601, et seq.), has been generated, manufactured, refined, transported, treated, stored, handled, or disposed of on, at or near the Subject Premises.

11. OTHER TERMS.

- (a) Seller shall be permitted to occupy the Subject Premises for the 2019 crop season and retain the profits therefrom.
- (b) Soil material excavated from the Subject Premises in connection with Buyer's initial construction of the drainage improvements, a part of the Moore's Creek Project, upon the Subject Premises shall be available to Seller. Seller shall have the option to remove the soil material at the direction and supervision of Buyer prior to Buyer's commencement of construction. If not removed by Seller, salvage soil material excavated from the Subject Premises by Buyer shall be deposited and stockpiled in the extreme Northeast corner of the West Half of the Northeast Quarter (W1/2NE1/4) of Section twenty-three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska.
- (c) Upon commencement of construction of Buyer's drainage project upon the Subject Premises Seller shall have the right to transfer the irrigation water rights pertaining to the Subject Premises. Buyer shall cooperate with Seller with respect to the transfer or assignment of water rights.
- (d) No storm water or surface water collected upon that part of Seller's Seller shall be permitted to enter upon the Subject Premises unless Buyer's Public Works Director approves such drainage in writing.

12. **BROKERS' FEES.** The Buyer and Seller represent to each other that neither the Buyer nor the Seller has incurred any liability for brokerage fees or commissions in connection with this transaction. Each party indemnifies and agrees (which indemnification and agreement shall survive Closing) to hold the other party harmless from any and all claims and expenses resulting to the other party by reason of breach of the representation made by such party in this Paragraph. [If no broker involved]
13. **REAL ESTATE TAXES AND ASSESSMENTS.** Seller shall pay all real estate taxes and assessments (if any) for 2018 and prior years. All real estate taxes (if any) for the years 2019 shall be prorated to the date of closing, based on the most recent valuation and mill levies.
14. **RISK OF LOSS.** Risk of loss with respect to the Subject Premises shall be borne by Seller until the Date of Closing and thereafter by Buyer. In the event of material damage to the Subject Premises by fire, explosion or any other cause prior to Closing, Seller shall have Sixty (60) days to repair the Subject Premises or to rescind this Agreement, whereupon Seller shall refund to Buyer the Earnest Money (if any) and any other payments made hereunder.
15. **DEFAULT.** Unless otherwise provided for herein, if Buyer or Seller fails to comply herewith, the other party may exercise remedies as follows:
- (a) **Buyer's Remedies.** In the event Seller defaults on Seller's obligation arising hereunder, Buyer shall be entitled to (i) receive a full refund of the Deposit in lieu of any other remedy which may be available to Buyer at law or in equity, and this Agreement shall be void and of no further force or effect whatsoever upon Buyer's receipt of the Deposit, (ii) seek specific performance of this Agreement, or (c) pursue any remedy which may be available to Buyer at law or in equity.
 - (b) **Seller's Remedies.** In the event Buyer defaults on Buyer's obligation arising hereunder, Seller shall be entitled to: (i) retain the Deposit as liquidated damages in lieu of any remedy which may be available to Seller at law or in equity (in which case, this Agreement shall be void and of no further force or effect); or (ii) pursue any remedy which may be available to Seller at law or in equity.
16. **DIVISION OF EXPENSES FOR THIS TRANSACTION.** The parties agree that the expenses in connection with the sale and purchase of the Subject Premises will be divided as follows: Buyer shall pay all closing costs, buyer's policy title insurance premiums, and recording fees. Each party shall pay its own attorney fees.
17. **BINDING EFFECT.** This Agreement shall be binding upon each of the parties hereto, their legal representatives, heirs, successors and assigns.

18. MODIFICATION. This Agreement constitutes the entire understanding of the parties, and there shall be no verbal or other agreement except as contained herein and except as it may be amended by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, discharge or amendment is sought.
19. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
20. CHOICE OF LAW. This Agreement shall be administered in accordance with the laws of the State of Nebraska.
21. EXECUTION OF ADDITIONAL DOCUMENTS. The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Subject Premises, and to protect the right, title and interest in and enjoyment of the Subject Premises assigned, transferred and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed. The parties hereto will also execute all customary documents required by the title insurance company at Closing, including, but not limited to, affidavits and indemnification agreements.
22. TIME OF ESSENCE. Time is of the essence regarding the payments and performances referenced in this Agreement.
23. CONSTRUCTION. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise.
24. ASSIGNMENT. Except as provided in the paragraph above regarding like-kind exchanges, this Agreement cannot be assigned without the prior written consent of Seller, which Seller can withhold in its sole and absolute discretion.
25. WARRANTIES. The terms and conditions of this Agreement shall survive the Warranty Deed and Closing.
26. ASSIGNMENT AND USE IN TAX FREE EXCHANGE. The property at issue in this transaction is being requisitioned through the governmental exercise of its power to convert property for public use and benefit. Had the Seller not voluntarily agreed to the terms of sale,

a condemnation would have been likely to occur. The Buyer understands that Seller may be using this sale as part of a Tax Free Exchange under the terms of §1033 of the Internal Revenue Code. Buyer agrees to cooperate, at no expense to Buyer, so as to effect the exchange.

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Executed on the dates referenced below.

Seller: ERIC M. POLLOCK

BY Eric M Pollock Date: 11-12-19
Eric M. Pollock

SS# or EIN for Seller(s): 508-94-0705

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November 2019,
by Eric M. Pollock as Seller.

Shannan K. Franklin
Notary Public

Seller: KENDA D. POLLOCK

BY Kenda D Pollock Date: 11-12-19
Kenda D. Pollock

SS# or EIN for Seller(s): 507-98-3735

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)



The foregoing instrument was acknowledged before me this 12 day of November 2019,
by Kenda D. Pollock as Seller.

Shannan K. Franklin
Notary Public

Buyer: CITY OF GRAND ISLAND

Roger G. Steele
Roger G. Steele, Mayor

Date: November 26, 2019

[attest]

RaNae Edwards
RaNae Edwards, City Clerk

Stacy R. Doherty
Interim City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 26th day of November, 2019, by Roger G. Steele, Mayor, and RaNae Edwards, City Clerk, on behalf of the City of Grand Island as Buyer.



Jill Granere
Notary Public

ATTACHMENT A

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section 23, Township 11 North, Range 10 West of the Sixth P.M., Hall County, Nebraska, being described as follows: beginning at the northeast corner of the Northeast Quarter of said Section 23; thence S01°08'13"E (assumed bearing) on the east line of said Northeast Quarter of the Northeast Quarter, a distance of 954.05 feet; thence S89°28'15"W parallel with and 80.00 feet distant from the north line of a tract of land as described and recorded in instrument number 97-109582, and recorded in the office of the register of deeds for Hall County, Nebraska, a distance of 412.90 feet; thence N01°08'13"W parallel with and 412.90 feet distant from said east line, a distance of 954.00 feet to the north line of said Northeast Quarter of the Northeast Quarter; thence N89°27'48"E on said north line, a distance of 412.90 feet to the point of beginning, containing 9.04 acres, more or less, which includes 1.01 acres, more or less, of currently occupied public road right of way.

RESOLUTION 2019-351

WHEREAS, public right-of-way is required by the City of Grand Island, from Eric M. and Kenda D. Pollock, for construction of Moores Creek Drainage Ditch extension in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Eric M. and Kenda D. Pollock- Parcel No. 400200929	A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S01°08'13"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 954.05 FEET; THENCE S89°28'15"W PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 97-109582, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA, A DISTANCE OF 412.90 FEET; THENCE N01°08'13"W PARALLEL WITH AND 412.90 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 954.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°27'48"E ON SAID NORTH LINE, A DISTANCE OF 412.90 FEET TO THE POINT OF BEGINNING, CONTAINING 9.04 ACRES, MORE OR LESS, WHICH INCLUDES 1.01 ACRES, MORE OR LESS, OF CURRENTLY OCCUPIED PUBLIC ROAD RIGHT-OF-WAY.	\$220,825.00
Eric M. and Kenda D. Pollock- Parcel No. 400475308	A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S89°16'47" W (ASSUMED BEARING) ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 34.89 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201508859, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE N01°04'39"W ON THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 80.00 FEET; THENCE N89°16'47"E PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 34.90 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°16'26"E PARALLEL WITH AND 80.00 FEET DISTANT FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1238.31 FEET TO THE WEST LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201300044, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE S01°05'45"E ON THE WEST LINE OF SAID TRACT OF LAND, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET TO SAID	\$64,075.00

Approved as to Form ☒ 
November 25, 2019 ☒ City Attorney

	SOUTH LINE; THENCE S89°16'26"W ON SAID SOUTH LINE, A DISTANCE OF 1238.34 FEET TO THE POINT OF BEGINNING, CONTAINING 2.33 ACRES, MORE OR LESS.	
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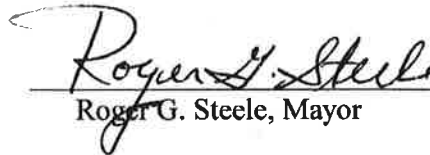
WHEREAS, agreements for the public right-of-way have been reviewed and approved by the City Legal Department; and

WHEREAS, the cost of such acquisition is \$220,825.00 and \$64,075.00, for a total amount of \$284,900.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the agreements for the public right-of-way on the above described tracts of land, in the amounts of \$220,825.00 and \$64,075.00, for a total amount of \$284,900.00.


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

Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2019.

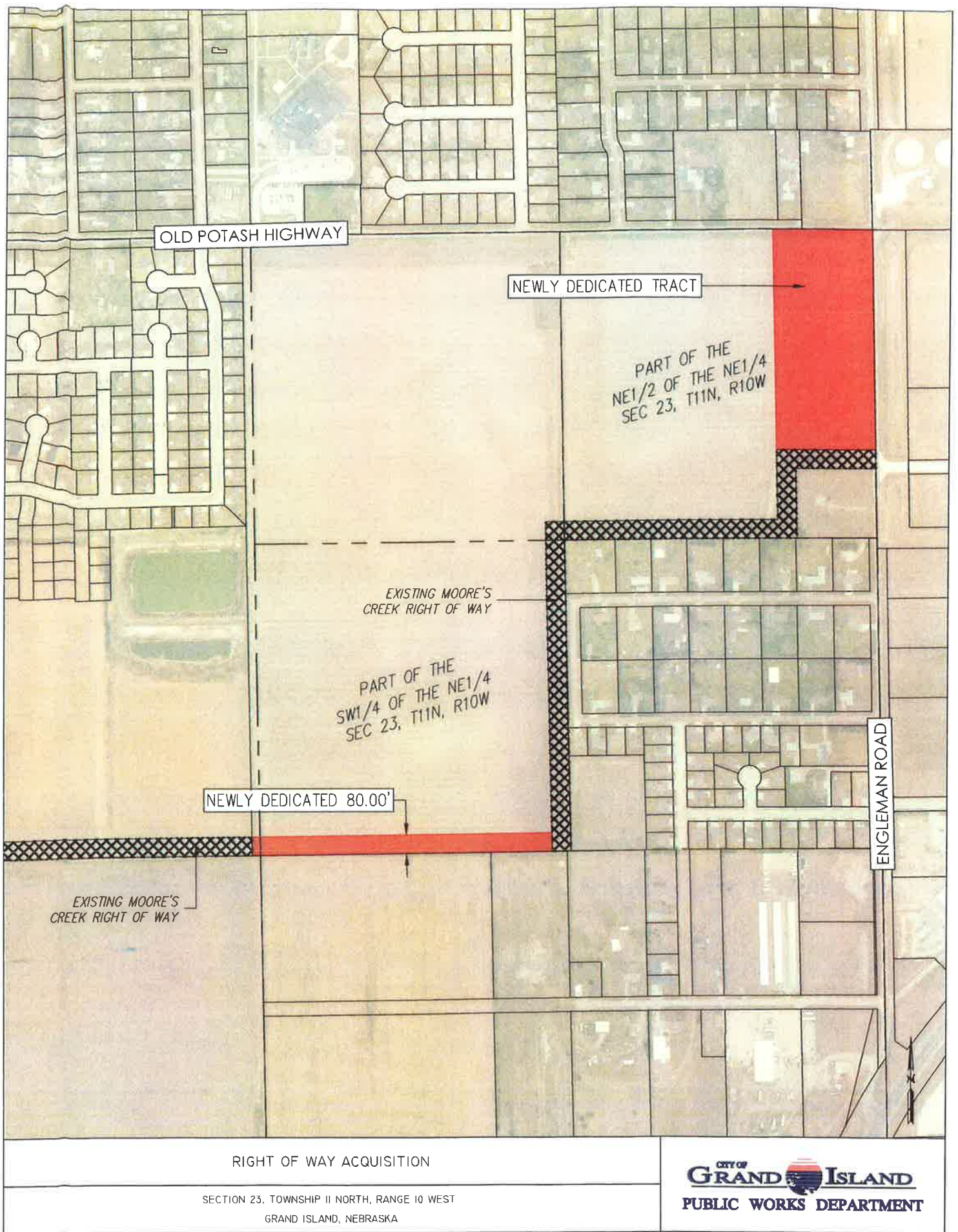


Roger G. Steele, Mayor

Attest:



RaNae Edwards, City Clerk



ENTERED AS INSTRUMENT NO
201400286

348

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2014 JAN 15 PM 3 48

Mitchell Clark
HALL CO. REGISTER OF DEEDS

CASH 34.00

CHECK _____

REFUNDS:

CASH _____

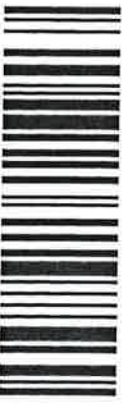
CHECK _____



RTN: Public Works

PO Box 1968

Grand Island, NE 68802



201400286

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

WARRANTY DEED

Eric M. Pollock and Kenda D. Pollock, GRANTOR, in consideration of One Dollar, conveys unto **THE CITY OF GRAND ISLAND, NEBRASKA, GRANTEE**, the following described real estate as defined in Nebraska Revised Statutes Section 76-201:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 299.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.21 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS.

Grantor shall not allow any structures, buildings, combustible materials, or other property of any kind whatsoever, to be erected, constructed, placed, stored, or accumulated

in, upon, above, along, over, across, underneath, or through the public right of way herein granted. Grantor covenants with Grantee that Grantor is lawfully seized of such real estate and that the real estate is free from encumbrance, except encumbrances of record; has legal power and lawful authority to convey the real estate; warrants and will defend the title to the real estate against the lawful claims of all persons.

Executed 1-14-14 ²⁰¹⁴~~2013~~

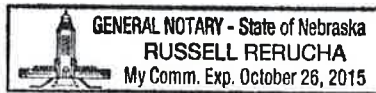
GRANTOR:

Eric M Pollock
ERIC M. POLLOCK, OWNER

Kenda D Pollock
KENDA D. POLLOCK, OWNER

STATE OF NEBRASKA, COUNTY OF HALL:

The foregoing instrument was acknowledged before me on 1-14-14, 2013 by ERIC M. POLLOCK AND KENDA D. POLLOCK, OWNERS, and affirming that the execution of this instrument is their voluntary act.



Russell Rerucha
Notary Public

RESOLUTION 2013-184

WHEREAS, acquisition of public right-of-way from Eric M. and Kenda D. Pollock was approved by Grand Island City Council on November 13, 2012 for the Moore's Creek Drainway Extension, to construct and maintain such project; and

WHEREAS, a public hearing was held on November 13, 2012, for the purpose of discussing such public right-of-way acquisition; and

WHEREAS, the original legal description inadvertently included 33' of the existing public right-of-way; and

WHEREAS, the correct legal description for the acquired public right-of-way is as follows:

Tract 2 – Eric M & Kenda D Pollock - 2.9 Acres @ \$15,000/acre = \$43,500.00

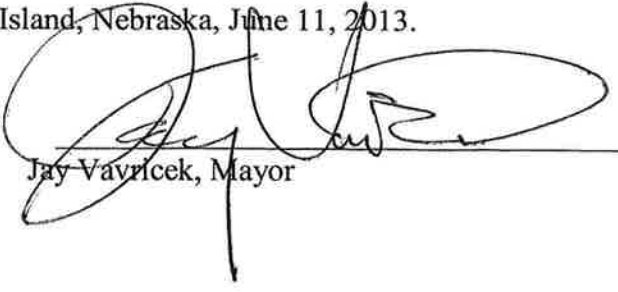
A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 299.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.21 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS.

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 correct the legal description for the previously acquired public right-of-way from Eric M. and Kenda D. Pollock, on the above-described tracts of land.

Approved as to Form
June 10, 2013


City Attorney

— Adopted by the City Council of the City of Grand Island, Nebraska, June 11, 2013.

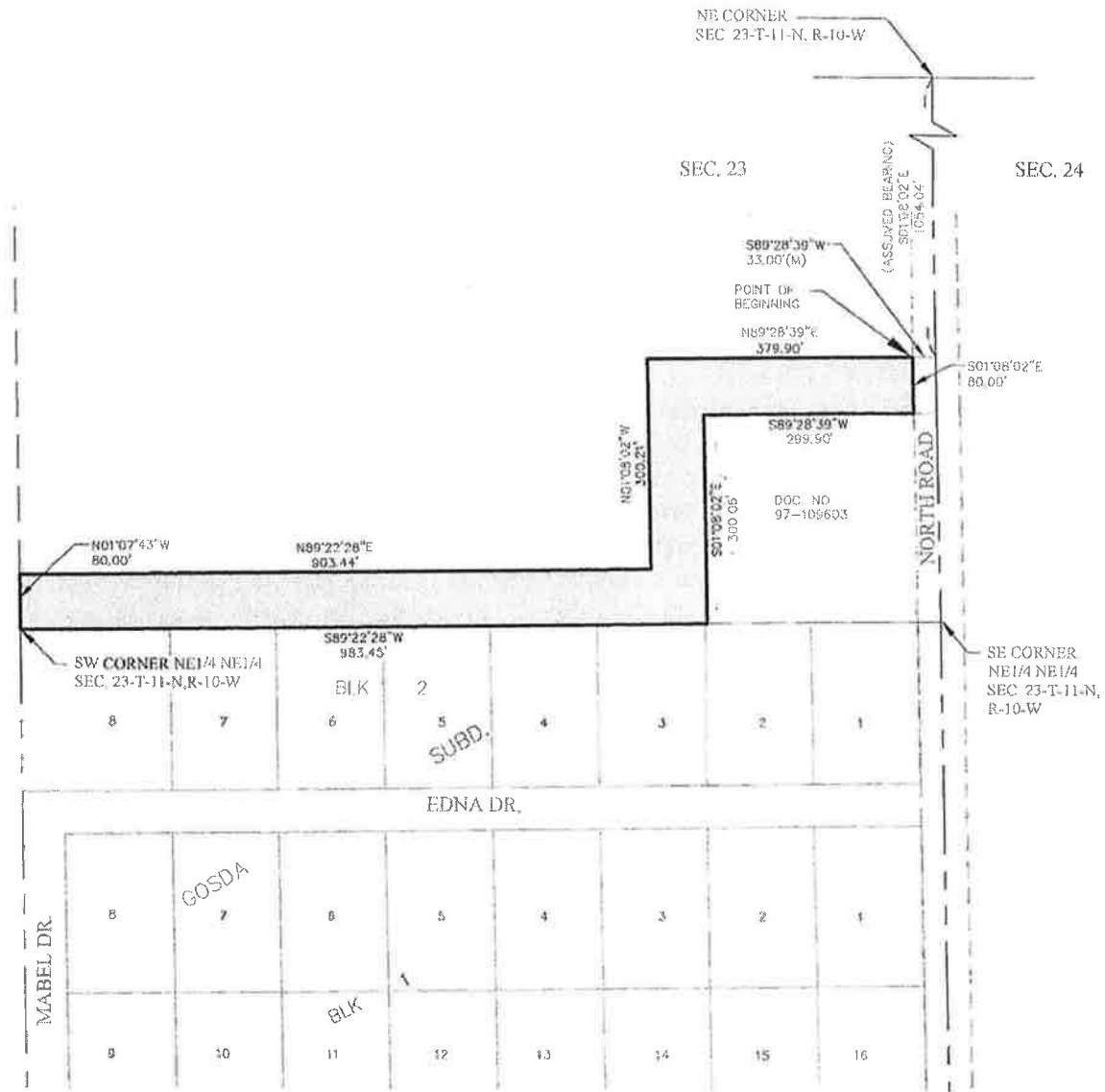

Jay Vavricek, Mayor

Attest:

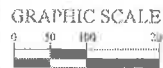

RaNae Edwards, City Clerk

EXHIBIT TRACT 2

201400286



VICINITY SKETCH
HALL COUNTY
NEBRASKA
R10W



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - D DISTORTED DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE

DATE	5/28/2013
SCALE	1"=200'
DRAWN	KSL
JOB NO.	R121267
FIELD BOOK	
FIELD WORK	EG
SHEET	1 OF 1
FILE NO	

JE

JE CONSULTING & SURVEY
800.723.8567

OFFICES

Wahoo, NE 402.443.4661
Hastings, NE 402.462.5657
Lincoln, NE 402.435.3090
Nebraska City, NE 402.873.6766
Norfolk, NE 402.371.6418
Grand Island, NE 308.384.7428
Omaha, NE 402.934.3680
Carroll, IA 712.792.9711
South Sioux City, NE 402.484.7019
Ankeny, IA 515.964.5310
www.jeo.com

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 299.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.21 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS.

COPY



Real Estate Transfer Statement

- To be filed with the Register of Deeds.
- Read instructions on reverse side.

**FORM
521**

The deed will not be recorded unless this statement is signed and items 1-25 are accurately completed.

1 County Name		2 County Number		3 Date of Sale		4 Date of Deed	
HALL - 40				Mo. 12 Day 18 Yr. 2012		Mo. 1 Day 14 Yr. 2014	
5 Grantor's Name, Address, and Telephone (Please Print)				6 Grantee's Name, Address, and Telephone (Please Print)			
Grantor's Name (Seller) Eric M & Kenda D Pollock				Grantee's Name (Buyer) City of Grand Island			
Street or Other Mailing Address 1571 2nd Ave				Street or Other Mailing Address PO Box 1968			
City		State		City		State	
Cairo		NE		Grand Island		NE	
Zip Code		68824		Zip Code		68802-1968	
Telephone Number (308) 379-9114				Telephone Number (308) 385-5455			
7 Property Classification Number. Check one box in categories A and B. Check C if property is also a mobile home.							
(A) Status		(B) Property Type				(C)	
<input type="checkbox"/> Improved <input checked="" type="checkbox"/> Unimproved <input type="checkbox"/> IOLL		<input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Agricultural <input type="checkbox"/> Recreational <input type="checkbox"/> Mineral Interests-Nonproducing <input type="checkbox"/> Mineral Interests-Producing				<input type="checkbox"/> State Assessed <input type="checkbox"/> Exempt <input type="checkbox"/> Mobile Home	
8 Type of Deed		<input type="checkbox"/> Corrective <input type="checkbox"/> Sheriff <input type="checkbox"/> Conservator <input type="checkbox"/> Land Contract <input type="checkbox"/> Executor <input type="checkbox"/> Partition <input type="checkbox"/> Personal Rep. <input type="checkbox"/> Mineral <input type="checkbox"/> Trust <input type="checkbox"/> Bill of Sale <input type="checkbox"/> Cemetery <input type="checkbox"/> Transfer on Death <input type="checkbox"/> Joint Tenancy <input type="checkbox"/> Other				9 Was the property purchased as part of an IRS like-kind exchange? (IRC § 1031 Exchange) <input type="checkbox"/> Yes <input type="checkbox"/> No	
10 Type of Transfer		<input checked="" type="checkbox"/> Sale <input type="checkbox"/> Auction <input type="checkbox"/> Gift <input type="checkbox"/> Exchange <input type="checkbox"/> Foreclosure <input type="checkbox"/> Life Estate <input type="checkbox"/> Revocable Trust <input type="checkbox"/> Irrevocable Trust <input type="checkbox"/> Court Decree <input type="checkbox"/> Partition <input type="checkbox"/> Satisfaction of Contract <input type="checkbox"/> Transfer on Death <input type="checkbox"/> Joint Tenancy <input type="checkbox"/> Other (Explain.)					
11 Was ownership transferred in full? (If No, explain the division.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12 Was real estate purchased for same use? (If No, state the intended use.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Public Right-of-Way			
13 Was the transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check the appropriate box.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Spouse <input type="checkbox"/> Parents and Child <input type="checkbox"/> Brothers and Sisters <input type="checkbox"/> Family Corp., Partnership or LLC <input type="checkbox"/> Grandparents and Grandchild <input type="checkbox"/> Step-parent and Step-child <input type="checkbox"/> Aunt or Uncle to Niece or Nephew <input type="checkbox"/> Other							
14 What is the current market value of the real property? \$43,500				15 Was the mortgage assumed? (If Yes, state the amount and interest rate.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ %			
16 Does this conveyance divide a current parcel of land? <input type="checkbox"/> YES <input type="checkbox"/> NO				17 Was transfer through a real estate agent? (If Yes, include the name of the agent.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
18 Address of Property Unsubdivided				19 Name and Address of Person to Whom the Tax Statement Should be Sent Eric M & Kenda D Pollock 1571 2nd Ave, Cairo, NE 68824			
20 Legal Description SEE ATTACHED....							

21 If agricultural, list total number of acres 2.90 +/-

22 Total purchase price, including any liabilities assumed	22	\$	43,500.00
23 Was nonreal property included in the purchase? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If Yes, enter amount and attach itemized list.)	23	\$	0.00
24 Adjusted purchase price paid for real estate (line 22 minus line 23)	24	\$	43,500.00

25 If this transfer is exempt from the documentary stamp tax, list the exemption number 2

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete, and correct, and that I am duly authorized to sign this statement.

Terry A. Brown

(308) 385-5455

Print or Type Name of Grantee or Authorized Representative

Telephone Number

**sign
here**

Terry A. Brown
Signature of Grantee or Authorized Representative

Asst. Public Works Director

1/15/2014

Title

Date

Register of Deeds' Use Only

For Dept. Use Only

26 Date Deed Recorded Mo. 1 Day 15 Yr. 2014	27 Value of Stamp or Exempt Number \$ Exempt 2	28 Deed Book 201400286	29 Deed Page
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Nebraska Department of Revenue
Form No. 96-269-2008 Rev. 7-2013 Supersedes 96-269-2008 Rev. 8-2011

Authorized by Neb. Rev. Stat. §§ 76-214, 77-1327

Grantee—Retain a copy of this document for your records.

COPY

201400286

Eric M & Kenda D Pollock –
Legal Description....

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE S01°08'02"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1054.04 FEET; THENCE S89°28'39"W, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE S01°08'02"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DOCUMENT NO. 97-109603; THENCE S89°28'39"W ON SAID NORTH LINE, A DISTANCE OF 299.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S01°08'02"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.06 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°22'28"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 983.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°07'43"W ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET; THENCE N89°22'28"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 903.44 FEET; THENCE N01°08'02"W, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE WEST LINE OF SAID PARCEL, A DISTANCE OF 300.21 FEET; THENCE N89°28'39"E, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 379.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS.

R E S O L U T I O N 2022-141

WHEREAS, over the past several years Public Works Engineering staff has been working on land acquisitions related to the Moore's Creek drainage improvements, which will extend drainage to the southwest, serve current areas, as well as the proposed US Highway 30 realignment project; and

WHEREAS, during property negotiations for the necessary land, and subsequent executed Purchase Agreements the seller retained the right to transfer the irrigation water rights pertaining to the subject property, shown below; and

Parcel No. 400201001	Resolution No. 2019-351
Parcel No. 400200933	Resolution No. 2013-184
Parcel No. 400475310	Resolution No. 2019-351

WHEREAS, City Council approval is required for such transfer to take place.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the transfer of water irrigation rights on the parcels listed above is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the necessary Central Platte Natural Resources District document on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ May 23, 2022 <input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-11

**#2022-142 - Approving Certificate of Final Completion for
Sanitary Sewer Rehabilitation- Various Locations; Project No.
2021-S-12**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 24, 2022

Subject: Approving Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$172,213.20 contract on December 28, 2021, via Resolution No. 2021-366, for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12.

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

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed for a total cost of \$135,327.35. Additional project costs are shown below.

ADDITIONAL COSTS

City of Grand Island- PW Engineering	Engineering Services	\$ 5,504.21
Grand Island Independent	Advertising	\$ 105.08

Total Additional Costs= \$ 5,609.29

Total project cost is \$140,936.64.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12.

Sample Motion

Move to approve the Certificate of Final Completion.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12
CITY OF GRAND ISLAND, NEBRASKA
May 24, 2022

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

This is to certify that Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract awarded December 28, 2021. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
BASE BID- PIPE REPAIR 22575					
1	MOBILIZATION/DEMObILIZATION	1.00	LS	\$ 2,500.00	\$ 2,500.00
2	SANITARY SEWER REPAIR- TYPE 1	1.00	EA	\$ 9,000.00	\$ 9,000.00
3	REMOVE AND REPLACE 8" CONCRETE PAVEMENT	72.00	SY	\$ 125.60	\$ 9,043.20
Base Bid Total=				\$	20,543.20

ADD ALTERNATE "B"- PIPE 21873					
1	MOBILIZATION/DEMObILIZATION	2.00	LS	\$ 1,700.00	\$ 3,400.00
2	SANITARY SEWER REPAIR- TYPE 2	2.00	EA	\$ 7,900.00	\$ 15,800.00
3	SUPPLEMENT GRAVEL IN ALLEY	98.30	TON	\$ 34.50	\$ 3,391.35
CO1-1	SANITARY SEWER REPAIR- TYPE 3	1.00	EA	\$ 9,965.00	\$ 9,965.00
CO1-2	REMOVE AND REPLACE 8" CONCRETE PAVEMENT	18.00	SY	\$ 125.60	\$ 2,260.80
Add Alternate "B" Total=				\$	34,817.15

ADD ALTERNATE "C"- PIPE REPAIR 21871					
1	MOBILIZATION/DEMObILIZATION	0.00	LS	\$ 1,500.00	\$ -
2	SANITARY SEWER REPAIR - TYPE 2	0.00	EA	\$ 7,900.00	\$ -
3	SANITARY SEWER REPAIR- TYPE 3	0.00	EA	\$ 9,965.00	\$ -
4	SUPPLEMENT GRAVEL IN ALLEY	0.00	TON	\$ 34.50	\$ -
Add Alternate "C" Total=				\$	-

ADD ALTERNATE "D"- PIPE REPAIR 20914					
1	MOBILIZATION/DEMOBILIZATION	1.00	LS	\$ 2,000.00	\$ 2,000.00
2	SANITARY SEWER REPAIR- TYPE 3	1.00	EA	\$17,535.00	\$ 17,535.00
3	SUPPLEMENT GRAVEL IN ALLEY	10.00	TON	\$ 34.50	\$ 345.00
4	DEWATERING	1.00	LS	\$22,935.00	\$ 22,935.00
Add Alternate "D" Total=				\$	42,815.00

ADD ALTERNATE "E"- PIPE REPAIR 20911					
1	MOBILIZATION/DEMOBILIZATION	1.00	LS	\$ 2,300.00	\$ 2,300.00
2	SANITARY SEWER REPAIR- TYPE 3	1.00	EA	\$ 22,820.00	\$ 22,820.00
3	SITE RESTORATION	2,560.00	SF	\$ 4.70	\$ 12,032.00
Add Alternate "D" Total=				\$	37,152.00

Total Project Cost= \$ 135,327.35

Additional Costs:

City of Grand Island- PW Engineering	Engineering Services	\$ 5,504.21
Grand Island Independent	Advertising	\$ 105.08

Total Additional Costs= \$ 5,609.29

Total Project Cost=	\$140,936.64
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I hereby recommend that the Engineer's Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12 be approved.

John Collins – City Engineer/Public Works Director

Roger G. Steele – Mayor

RESOLUTION 2022-142

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12 certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$135,327.35; and

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

WHEREAS, additional project costs equate to \$5,609.29, as shown

ADDITIONAL COSTS

City of Grand Island- PW Engineering	Engineering Services	\$ 5,504.21
Grand Island Independent	Advertising	\$ 105.08
		\$ 5,609.29

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12, in the total amount of \$140,936.64 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
May 23, 2022	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-12

#2022-143 - Approving Certificate of Final Completion for Parking Ramp Maintenance & Repairs- 2021; 103 North Locust Street

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 24, 2022

Subject: Approving Certificate of Parking Ramp Maintenance & Repairs- 2021; 103 North Locust Street

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

Background

Wilkinson Industrial of Shelton, Nebraska was awarded a \$70,488.00 contract on November 23, 2021, via Resolution No. 2021-332, for Parking Ramp Maintenance & Repairs- 2021; 103 North Locust Street.

On April 4, 2022 during a site visit with Wilkinson Industrial and Public Works Engineering staff it was determined that additional railing, beyond what was originally bid, required blasting and coating. The cost of such additional work was \$1,500.00, resulting in a revised contract amount of \$71,988.00. In accordance with Section 27-34 of Grand Island City Code this additional work was approved by the Public Works Director, as it was within 5% of the original contract amount.

This project addressed maintenance and repair items identified during Olsson, Inc.'s Structural Investigation and Recommendations Report dated April 23, 2021 within the parking ramp at 103 North Locust Street.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed for a total cost of \$71,988.00. Additional project costs are shown below.

ADDITIONAL COSTS

City of Grand Island- PW Engineering	Engineering Services	\$ 1,743.23
Grand Island Independent	Advertising	\$ 113.43

Total Additional Costs= \$ 1,856.66

Total project cost is \$73,844.66.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Parking Ramp Maintenance & Repairs- 2021; 103 North Locust Street.

Sample Motion

Move to approve the Certificate of Final Completion.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Parking Ramp Maintenance & Repairs- 2021; 103 North Locust Street
CITY OF GRAND ISLAND, NEBRASKA
May 24, 2022

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

This is to certify that Parking Ramp Maintenance & Repairs- 2021; 103 North Locust Street has been fully completed by Wilkinson Industrial of Shelton, Nebraska under the contract awarded November 23, 2021. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
BASE BID SECTION					
1	Clean & Flush all Floor Drains	9.00	EA	\$ 250.00	\$ 2,250.00
2	Clean & Flush Larger Junction Box and Drain Line	1.00	EA	\$2,250.00	\$ 2,250.00
3	Replace Grate on SE Rooftop Floor Drain	1.00	EA	\$ 753.00	\$ 753.00
4	Repair Spalled Areas in Floor Deck, Flange of Tee Beam, and Top of Column on West Wall	15.00	EA	\$ 871.20	\$13,068.00
5	Replace Concrete Sidewalk on North End of Rooftop Level	32.00	SF	\$ 299.00	\$ 9,568.00
6	Repair Seal Joints in Concrete Topping, Slab-on-Grade Floors, Elevated Sidewalks, Wall Joint, and Additional Locations	100.00	SF	\$ 10.85	\$ 1,085.00
7	Rout and Seal Cracks in Concrete Topping, Elevated Sidewalks, Precast Walls, and Additional Locations	200.00	LF	\$ 10.17	\$ 2,034.00
8	Power Wash and Seal Rooftop Level	22,200.00	SF	\$ 0.88	\$19,536.00
9	Power Wash and Seal Lower Level	11,100.00	SF	\$ 0.90	\$ 9,990.00
10	Remove Rust & Repaint Guardrail on Northwest Stairwell	1.00	EA	\$ 8,333.00	\$ 8,333.00
11	Re-install Rain Track in Lower Level	1.00	EA	\$ 1,621.00	\$ 1,621.00
Base Bid Total=					\$70,488.00

CHANGE ORDER NO. 1 (CITY CODE SECTION 27-34)					
CO1-1	Remove Rust & Repaint Guardrail of Southeast Stairwell	1.00	EA	\$1,500.00	\$1,500.00
Change Order No. 1 Total=					\$1,500.00

Total Project Cost= \$71,988.00

Additional Costs:

City of Grand Island- PW Engineering	Engineering Services	\$ 1,743.23
Grand Island Independent	Advertising	\$ 113.43

Total Additional Costs= \$ 1,856.66

Total Project Cost=	\$73,844.66
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I hereby recommend that the Engineer's Certificate of Final Completion for Parking Ramp Maintenance & Repairs- 2021; 103 North Locust Street be approved.

John Collins – City Engineer/Public Works Director

Roger G. Steele – Mayor

RESOLUTION 2022-143

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Parking Ramp Maintenance & Repairs- 2021; 103 North Locust Street certifying that Wilkinson Industrial of Shelton, Nebraska, under contract, has completed such project for the total construction amount of \$71,988.00; and

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

WHEREAS, additional project costs equate to \$1,856.66, as shown

ADDITIONAL COSTS

City of Grand Island- PW Engineering	Engineering Services	\$ 1,743.23
Grand Island Independent	Advertising	\$ 113.43
		\$ 1,856.66

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Parking Ramp Maintenance & Repairs- 2021; 103 North Locust Street, in the total amount of \$73,844.66 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
May 23, 2022 ☐ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-13

**#2022-144 - Approving Amendment No. 2 for Various Locations
Drainage Projects with JEO Consulting Group, Inc.**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director- Engineering

Meeting: May 24, 2022

Subject: Approving Amendment No. 2 for Various Locations
Drainage Projects with JEO Consulting Group, Inc.

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

Background

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

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

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

On September 28, 2021, via Resolution No. 2021-250, City Council approved an engineering services agreement with JEO Consulting Group, Inc. of Grand Island, Nebraska in the amount of \$96,970.00 for the various drainage projects in FY 2022.

On March 8, 2022 Street Improvement District No. 1266; Circle Drive, which consists of the northwest area of Stewart Place Subdivision was presented to City Council for creation. Upon Council discussion Public Works was directed to design, bid and construct this paving and drainage improvement at City cost, rather than through the assessment district.

On April 12, 2022, via Resolution No. 2022-97, City Council approved Amendment No. 1 to the original agreement with JEO Consulting Group, Inc. of Grand Island, Nebraska in the amount of \$13,045.00 for engineering services on Street Improvement District No. 1266; Circle Drive. This amendment resulted in a revised agreement amount of \$110,015.00.

Discussion

The Public Works Engineering office has received multiple complaints from residents in the neighborhood of Tri Street and Highway 34 regarding poor drainage after the recent development in the area. It is recommended to amend the engineering services agreement with JEO Consulting Group, Inc. to evaluate and possibly design a solution. A preliminary design of Tri Street south to the end of existing pavement on Lake Street would be done to make sure a future paving project/district would not be hindered by any possible work done today. Amendment No. 2 will increase the original agreement with JEO Consulting Group, Inc. by \$13,895.00, resulting in a revised amount of \$123,910.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 2 to the original agreement with JEO Consulting Group, Inc. of Grand Island, Nebraska, in the amount of \$13,895.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2022-144

WHEREAS, on September 28, 2021, via Resolution No. 2021-250, City Council approved an engineering services agreement with JEO Consulting Group, Inc. of Grand Island, Nebraska in the amount of \$96,970.00 for the various drainage projects in FY 2022; and

WHEREAS, On March 8, 2022 Street Improvement District No. 1266; Circle Drive, which consists of the northwest area of Stewart Place Subdivision was presented to City Council for creation; and

WHEREAS, on April 12, 2002, via Resolution No. 2022-97, City Council approved Amendment No. 1 to the original agreement in the amount of \$13,045.00 for engineering services on Street Improvement District No. 1266; Circle Drive; and

WHEREAS, the Public Works Engineering office has received multiple complaints from residents in the neighborhood of Tri Street and Highway 34 regarding poor drainage after the recent development in the area; and

WHEREAS, it is recommended to amend the engineering services agreement with JEO Consulting Group, Inc. to evaluate and design a possible solution; and

WHEREAS, Amendment No. 2 will increase the original agreement with JEO Consulting Group, Inc. by \$13,895.00, resulting in a revised amount of \$123,910.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 with JEO Consulting Group, Inc. of Grand Island, Nebraska for various drainage projects FY 2022 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-14

#2022-145 - Approving Acquisition of Property commonly known as Kaufman Plaza (Amur Real Estate I, LLC)

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Stacy Nonhof, Interim City Attorney

RESOLUTION 2022-145

WHEREAS, property is being acquired by the City of Grand Island from Amur Real Estate I, LLC, described as follows:

A TRACT OF LAND COMPRISING THE WESTERLY FORTY (40) FEET OF VACATED WHEELER AVENUE LOCATED BETWEEN LOT FIVE (5), BLOCK FIFTY-SIX (56) AND LOT EIGHT (8), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN OF GRAND ISLAND, NOW CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

WHEREAS, an agreement for the acquisition has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the acquisition on the above described tract of land, in the amount of \$0.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-15

#2022-146 - Approving Acquisition of Property commonly known as Kaufman Plaza (Panthera Investment Group, LLC)

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Stacy Nonhof, Interim City Attorney

RESOLUTION 2022-146

WHEREAS, property is being acquired by the City of Grand Island from Panthera Investment Group LLC, described as follows:

A TRACT OF LAND COMPRISING THE EASTERLY FORTY (40) FEET OF VACATED WHEELER AVENUE LOCATED BETWEEN LOT FIVE (5), BLOCK FIFTY-SIX (56) AND LOT EIGHT (8), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN OF GRAND ISLAND, NOW CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

WHEREAS, an agreement for the acquisition has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the acquisition on the above described tract of land, in the amount of \$0.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2022	▣ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-16

#2022-147 - Approving CHI-Nebraska Land Sale – Authorize Mayor to Execute Closing Documents

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: May 26, 2022

Subject: CHI-Nebraska Land Sale – Approve Title Insurance Gap Indemnity

Presenter(s): Jerry Janulewicz

Background

CHI –Nebraska is requesting a title insurance gap policy as part of the closing of the sale. Gap closings are transactions where, after documents and funds are delivered, there remains an interval of time before recording of the documents. As with traditional closings, a title policy is issued insuring title typically from the date of the most recent title commitment. The title insurance company insures the “gap” between the closing table and the recording of documents. With respect to this transaction, funds will be wired to the title insurance company and we will send the deed by courier service for a closing on June 2. It will be several days thereafter before the deed is presented to the register of deeds for recording. The gap coverage insures against liens, special assessments, and other matters being recorded against the property during the gap period.

Discussion

The Buyer’s title insurance provider will not issue the gap coverage unless the City executes and delivers an “Owner’s Certification and Gap Indemnity” whereby the City agrees to indemnify the title insurance company for matters that would become an encumbrance or lien on the property during the gap period. City Council approval of the gap indemnity is required to permit its execution by the City’s Mayor on behalf of the City.

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 Owner's Certification and Gap Indemnity.

Sample Motion

Move to approve the resolution for Owner's Certification and Gap Indemnity.

OWNER'S CERTIFICATION AND GAP INDEMNITY

A. The undersigned, City of Grand Island in the State of Nebraska (Owner") which owns title to the real property located in the City of Grand Island, County of Hall, State of Nebraska (the "Property") described in the Commitment for Title Insurance issued under Order NCS-1108782-LA2 (the "Commitment"), and in consideration of First American Title Insurance Company (the "Company") issuing its policies of title insurance insuring an interest in the Property under said order number, hereby represents and certifies as follows:

1. That Owner is the owner of the Property and has not conveyed title to the Property to any third party and is not aware of any third party disputing the Owner's ownership of the Property;

2. That there are no delinquent real estate taxes or unpaid current real estate taxes; nor any pending or levied assessments on the Property, including but not limited to those for trees, sidewalks, streets, sewers and water lines;

3. That Owner has not contracted for any labor to be supplied to the Property, or for any materials to be delivered thereto that might become the subject of a lien upon the Property except as shown on the attached Exhibit A, nor has Owner received any notice regarding, and does not know of any improvement, alteration or change in progress or recently completed by a tenant in or about the Property, except as shown on the attached Exhibit A. That there has not been any new construction or major repair work performed on the Property for at least One Hundred and Twenty (120) days prior to the date hereof that has not been completed and paid for in full, except as shown on the attached Exhibit A;

4. That the Owner is in sole possession of the Property, and that no other party has possession, or has a right of possession under any tenancy, lease or other agreement, written or oral, except as shown on the attached Exhibit B, and that in connection with any such possessory right, lease or other agreement, there are no rights of first refusal, rights of first offer, or options to purchase all or any portion of the Property.

5. That the covenants and restrictions, if any, shown in the Commitment have not been violated by the erection of the improvements on the Property or the use of the Property, and there are no known facts which would cause such violation, nor has Owner received any notices of any violations thereof.

6. In order to induce the Company to issue its policies of title insurance with full knowledge that the Company will rely upon the accuracy of the statements made herein, Owner hereby agrees to hold the Company harmless from and indemnify the Company against any and all loss, cost, damage or expense of every kind, including attorneys' fees, which the Company may suffer or incur or become liable for under its said policies directly or indirectly, due to its reliance on the accuracy of the foregoing representations or in connection with its enforcement of its rights under this certificate and indemnity.

B. The Owner acknowledges and agrees as follows:

1. The Company is unwilling to issue said policy or policies until the closing instrument(s) under which the proposed insured acquires an interest in the Property is/are filed for record in the appropriate recording office(s) (the "Recording Date");

2. The parties in the transaction have requested the Company to provide a so-called "New York Style Closing" which provides for the unconditional delivery, upon the closing, of the title policies concurrently with the delivery of the instrument(s) between the parties and the passing of consideration therefor;

3. In consideration of the Company issuing its policies without taking exception therein for matters which may arise between the most recent effective date of the Commitment (the "Effective Date") and the Recording Date, known as the "Gap Period", and which matters may constitute an encumbrance, lien or objectionable matter to or may affect said title (collectively, "Objections to Title"), the Owner agrees to promptly defend, remove, bond or otherwise dispose of any Objections to Title which may arise or be filed, as the case may be, against the Property during the Gap Period, and to hold the Company harmless from and indemnify the Company against all expenses, costs and reasonable attorneys' fees which may arise out of Owner's failure to so remove, bond or otherwise dispose of any of said Objections to Title.

Dated: _____

City of Grand Island

By: _____
Roger G. Steele, Mayor

Execution authorized by Resolution #2022-_____

Approved as to form: _____
Stacy Nonhof, Interim City Attorney

EXHIBIT A
WORK AT PROPERTY
None

EXHIBIT B
PARTIES IN POSSESSION AT PROPERTIES
RIGHTS OF FIRST REFUSAL, RIGHTS OF FIRST OFFER OR OPTIONS TO PURCHASE

None.

Drafted by and Return to:
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Attn: Paul Boppart, Esq.

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT (“**Agreement**”) is executed as of _____, 2022 (the “**Effective Date**”) by CITY OF GRAND ISLAND, a body politic and corporate and a political subdivision of the State of Nebraska (“**City**”) and CHI NEBRASKA, a Nebraska nonprofit corporation (“**CHI**”).

RECITALS

WHEREAS, City is the owner of certain property more particularly described on **Exhibit A** attached hereto and made a part hereof (the “**City Property**”);

WHEREAS, CHI is the owner of that certain adjacent property more particularly described on **Exhibit B** attached hereto and made a part hereof (the “**CHI Property**”);

WHEREAS, City and CHI desire to memorialize certain restrictive covenants restricting the use of a portion of the City Property for the benefit of the CHI Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and CHI hereby agree as follows:

1. Restrictive Covenant. City and CHI hereby agree and acknowledge that a portion of the City Property shall be subject to the following restrictive covenant (“**Restrictive Covenant**”) for a period of ten (10) years from the Effective Date:

“No portion of the City Property within three hundred (300) feet of the CHI Property (the “**Restricted Property**”) may be used for any of the following uses: surgery centers, medical clinics, imaging centers, pharmacies, or physical therapy clinics.”

2. Breach of Agreement. If any party having the benefit or burden of this Agreement shall fail to comply with or violate any of the provisions of this Agreement, then any other party entitled to the benefit of such provision may institute such actions or proceedings as may be available at law or in equity and are appropriate and permissible, including actions and proceedings to compel specific performance and compel payment of damages, expenses and costs. All costs and expenses, if any, of such suit or proceeding, including reasonable attorneys' fees, shall be assessed against the defaulting party. The remedies provided herein shall be cumulative and not exclusive.

3. Indemnity; Injunctive Relief.

(a) Indemnity. Any owner of a fee title interest in any portion of the Restricted Property from time to time, including the City during any period of its ownership ("**Owner**") shall indemnify, defend, and hold harmless CHI from any and all claims, demands, liabilities, causes of action, judgements, awards, losses, penalties, fines, assessments, impositions, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses, court costs, and other expenses of litigation) that may be suffered or incurred by CHI arising from or based on the breach or violation of the provisions of Section 1 of this Agreement by such Owner or the failure of any Owner to cause its respective tenants, subtenants, licensee or invitee to comply with Section 1 of this Agreement.

(b) Injunctive Relief. If the Restricted Property is at any time used in violation of this Agreement, the parties agree that no adequate remedy exists at law for such violation, that it would be difficult to ascertain the amount of damages that would result from such violation, and that CHI would suffer irreparable harm from such violation. Therefore, in the event of such violation, CHI may specifically enforce the terms of this Agreement and shall have the right to an injunction to prevent or restrain further violation.

4. Restrictive Covenant Runs with Land. The Restrictive Covenant and other rights and benefits under this Agreement shall run with the land for the benefit of CHI and all future owners of the CHI Property and shall be binding upon City and all future owners of the Restricted Property.

5. Applicable Law and Recording. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Nebraska and this Agreement shall be recorded in the office of the Register of Deeds of Hall County, Nebraska.

6. Written Amendment. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Hall County, Nebraska.

7. Notice. Any notice required or permitted under this Agreement shall be deemed sufficiently given and served if sent by certified mail, return receipt requested, or by overnight delivery, to the party or parties at the addresses set forth below and either party may, by written notice at any time and from time to time, designate a different address to which notice shall subsequently be sent. Notices given in accordance with the provisions of this paragraph shall be

deemed received the following day after mailing if sent by overnight delivery or the date actually received as evidenced by the return receipt if sent by certified mail.

IF TO GRANTOR: City Clerk
City of Grand Island
100 East First Street
Grand Island, Nebraska 68802

IF TO GRANTEE: CommonSpirit Health
3400 Data Drive
Rancho Cordova, CA 95670
Attn: National Real Estate Services

With a copy 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

8. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

CITY:

CITY OF GRAND ISLAND

By: _____
Roger G. Steele, Mayor

STATE OF NEBRASKA §
 §
COUNTY OF HALL §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Roger G. Steele, the Mayor of the City of Grand Island, a body politic and corporate and a political subdivision of the State of Nebraska, on behalf of said entity.

Notary Public
State of Nebraska
My commission expires:

(STAMP)

Approved as to form: _____
Stacy Nonhof, Interim City Attorney

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

CHI:

CHI NEBRASKA,
a Nebraska nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, the _____ of CHI Nebraska, a Nebraska nonprofit corporation, on behalf of said corporation.

Notary Public
State of _____
My commission expires: _____

(STAMP)

EXHIBIT A

Legal Description of the City Property

EXHIBIT B

Legal Description of the CHI Property

RESOLUTION 2022-147

WHEREAS, the sale of Lot 3 in Veterans Legacy South Subdivision was approved by the adoption of Ordinance No. 9875; and

WHEREAS, the terms of the purchase sale agreement included title insurance gap coverage and a restrictive covenant agreement; and

WHEREAS, the closing will require the City to execute and deliver an Owner's Certification and Indemnity and a Restrictive Covenant Agreement and may also require execution of a real estate closing statement and other related documents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the City's Mayor is hereby authorized to execute necessary documents for the closing of the sale of Lot 3 in Veterans Legacy South Subdivision, to include the Owner's Certification and Indemnity, the Restrictive Covenant Agreement, a real estate closing statement, and other related documents.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2022	▣ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-17

#2022-148 - Approving Amendment to Jaxson Subdivision Agreement

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 24, 2022

Subject: Jaxson Subdivision – Subdivision Agreement Amendment

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

Background

Jaxson Subdivision, located west of North Road and south of Old Potash Highway was approved by the Grand Island City Council on November 10, 2021. Staff and the developer are requesting that Council approve the attached amendment to the Subdivision Agreement specifically paragraph 6, Sidewalks and paragraph 8, Design and Construction.

Discussion

The original paragraph 6 Sidewalks anticipated a 10' trail would be constructed adjacent to Old Potash Highway as approved by the City Engineer. The configuration of the existing road and ditch and the anticipated elevation of the lots does not allow for a 10' foot wide trail but will accommodate an 8' trail along this stretch of Old Potash. Staff is recommending the approval of an 8' trail instead of just allowing a 5' sidewalk.

The Original Agreement anticipated the development of 192 units of apartment in buildings with 3 or 5 units in each building. Due to lot constraints and requirement for accessibility most of the 5 unit buildings will likely be changed to 4 unit buildings. The proposed changes would allow up to 192 units of housing in 3 to 5 unit buildings.

General development practices and setbacks in Grand Island are measure setbacks from the property line between the property line and the wall of the structure. Overhangs and projections from the buildings are permitted in a limited fashion in side front and rear yard setbacks. The original subdivision agreement for Jaxson Subdivision limited all parts of the building to the defined building envelope. The developer expected that projections would be permitted and the designs were submitted with that in mind. The proposed changes to paragraph 8 will eliminate any confusion and make it clear that projections from the building are permitted in the same manner that they would be

permitted on any other lot in Grand Island following the same codes applicable to other lots.

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

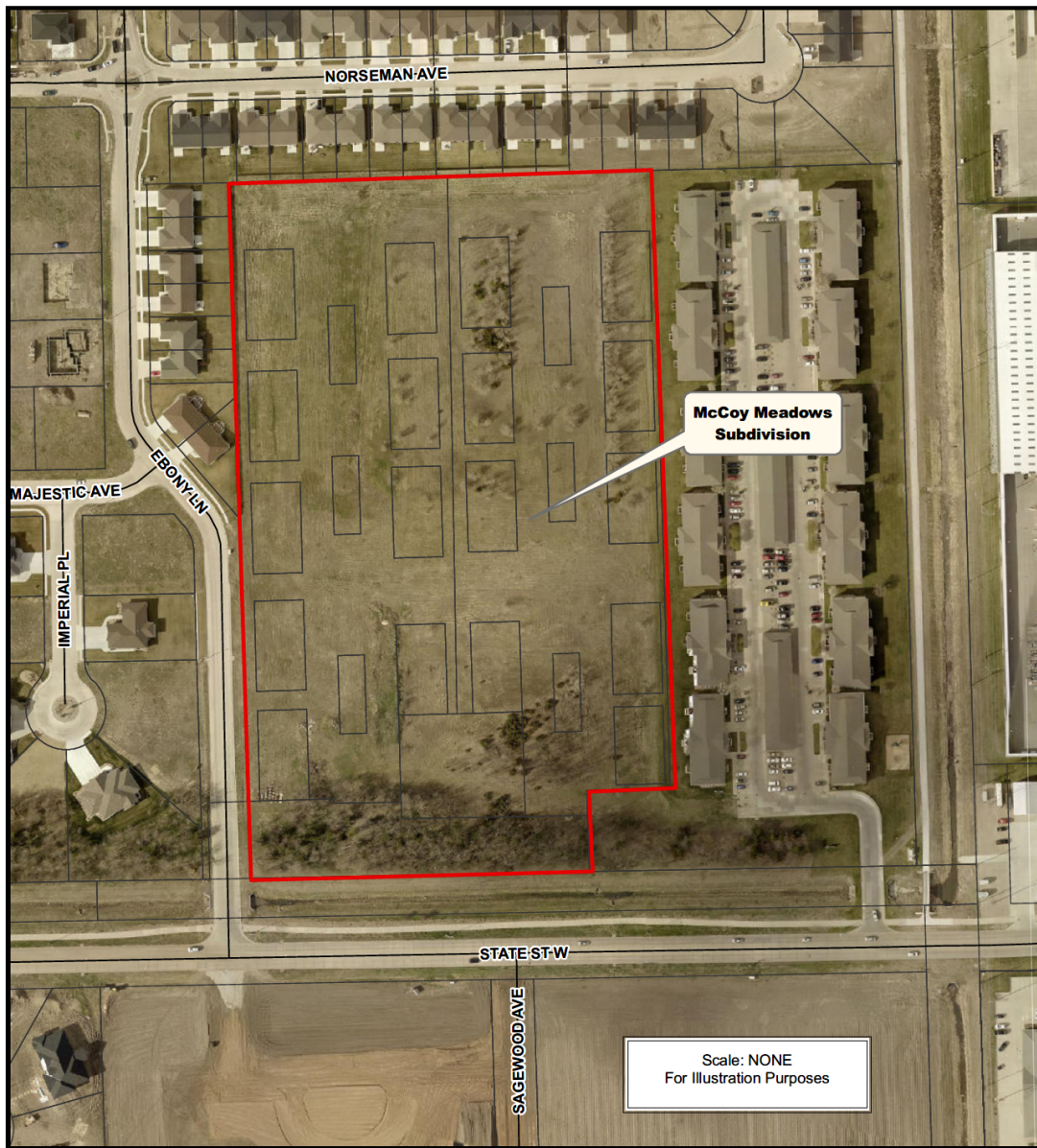
Recommendation

City Administration recommends that Council approve the amendments to the subdivision agreement as presented, authorize the Mayor to sign the agreement and the City Clerk to file said agreement against the property with the Register of Deeds.

Sample Motion

Move to approve as recommended.

PROPOSED SUBDIVISION AERIAL MAP



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



Return to:
RaNae Edwards
City Clerk
100 East 1st Street
Grand Island, NE 68801

SUBDIVISION AGREEMENT AMENDMENT

All of Jaxson Subdivision

Including Lots 1-16 and Outlot A

In the City of Grand Island, Hall County, Nebraska

WHEREAS, 3MJR LLC, as owner of the tracts of land in the City of Grand Island, Hall County Nebraska, more particularly described as follows: All of Jaxson Subdivision including Lots 1-16 and Outlot A in the City of Grand Island, Hall County, Nebraska, collectively referred to as the Property; and

WHEREAS, Subdivider and the City of Grand Island, hereinafter called City, are parties to the Subdivision Agreement for Jaxson Subdivision in the City of Grand Island, Hall County Nebraska, recorded as Document No. 202110278 in the office of the Hall County Register of Deeds, hereinafter called the Agreement; and

WHEREAS, Subdivider and City desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, City and Subdivider amend the Agreement to replace Paragraph 9 Design and Construction and Paragraph 11 Landscaping with the following:

6. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island. The Subdivider shall install a 40 **eight foot (8')** hike bike trail along Old Potash Highway according to plans approved by the City Engineer within the subdivision, and shall if permitted, extend the hike bike trail along the city property to the east to

North Road. The Subdivider shall provide sidewalks adjacent to the private streets when each lot is built upon.

8. **Design and Construction.** No building shall be constructed except within the Building Envelope Areas as defined on the Development Plan (Exhibit "A"). The buildings to be constructed shall be consistent with the designs approved with the development plan to **no more than** 192 units of single story 2 and 3 bedroom apartments in buildings with **between 3 or and 5** units per building as shown in the attached development plan and attached elevations and floor plans. No portion of any building constructed (including architectural features) shall exceed a height of 35 feet above the center of the street at the midpoint of the front property line. **Roof eaves may comply with §36-26 Projections from Buildings and project outside of the building envelope and into the buffer yard.**

2. **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 Outlot A and any Lot shall be responsible to perform any of the conditions in this agreement if the Subdivider has not performed such conditions.

Dated _____, 2022.

3MJR LLC, a

By: _____
Joshua R. Rhoads, Member

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 Joshua R. Rhoads, Member 3MJR LLC,, 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 on behalf of Dana Point Development Corporation.

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: _____

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

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 2022-148

WHEREAS know all men by these presents, 3MJR LLC, as owner of the tracts of land in the City of Grand Island, Hall County Nebraska, more particularly described as follows: All of Jaxson Subdivision including Lots 1-16 and Outlot A in the City of Grand Island, Hall County, Nebraska, collectively referred to as the Property; and wishes to amend the Subdivision Agreement.

WHEREAS, a copy of the plat of such subdivision has been approved and filed with the Hall County Register of Deeds along with the original subdivision agreement; and

WHEREAS, an amendment to such 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 amendment to 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 and that the City Clerk is authorized to file said agreement with the Hall County Register of Deed

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-18

#2022-149 - Approving Proposal for Roof Replacement at City Hall

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: May 24, 2022

Subject: Request for Proposals for the Replacement of the Roof Covering System on City Hall

Presenter(s): Craig Lewis, Building Department Director

Background

On March 28, 2022 the City of Grand Island issued a request for proposal for the replacement of the roof covering system at City Hall. Three proposal were received on May 5, 2022 ranging in cost from \$198,864.00 to \$60,916.00.

Discussion

The proposals received were:

Weathercraft Co. of Grand Island, Grand Island, NE.	-- \$198,864.00
Tri-Cities Roofing & Sheet Metal, Grand Island, NE.	-- \$154,482.57
Scarborough Const. Inc., Grand Island, NE.	-- \$60,916.00

Tri-Cities Roofing & Sheet Metal of Grand Island submitted the lowest responsive proposal for a replacement roof covering system.

Alternatives

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

1. Approve the proposal from Tri-Cities Roofing & Sheet Metal.
2. Disapprove or /Deny all of the submitted proposals.
3. Modify the proposals to meet the wishes of the Council
4. Table the issue

Recommendation

City Staff recommends that the Council approve the request for proposal submitted by Tri-Cities Roofing & Sheet Metal in the amount of \$154,482.57.

Sample Motion

Move to approve the proposal submitted by Tri-Cities Roofing & Sheet Metal for the amount of \$154,482.57 and authorize the Mayor to sign the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ROOF REPLACEMENT CITY HALL**

RFP DUE DATE: May 5, 2022 at 4:00 p.m.

DEPARTMENT: Building

PUBLICATION DATE: April 6, 2022

NO. POTENTIAL BIDDERS: 6

PROPOSALS RECEIVED

Scarborough Const., Inc.
Grand Island, NE

Tri-Cities Roofing & Sheet Metal
Grand Island, NE

Weathercraft Co.
Grand Island, NE

cc: Craig Lewis, Building Department Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Karla Collinson, Building Admin. Assist.
Patrick Brown, Finance Director
Clint Rempe, Building Maintenance

P2370

RESOLUTION 2022-149

WHEREAS, the City of Grand Island published a request for proposal for the roof replacement to the Grand Island City Hall located at 100 E. 1st Street; and

WHEREAS, three (3) proposal were received and evaluated; and

WHEREAS, the City has determined the most beneficial proposal for the roofing project was submitted by Tri-Cities Roofing & Sheet Metal of Grand Island to install a new roofing membrane.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be authorized to sign the proposal submitted by Tri-Cities Roofing & Sheet Metal in the amount of \$154,482.57 for the installation of a new Firestone EPDM roofing system.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2022	▣ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item G-19

#2022-150 - Approving Amendment No. 5 to Energy Management Agreement with Tenaska

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 24, 2022

Subject: Amendment No. 5 to Marketing Agreement with
Tenaska

Presenter(s): Tim Luchsinger, Utilities Director

Background

At the May 12, 2012 meeting, City Council approved a Marketing Agreement with Tenaska. This agreement provided a means for the Utilities Department to buy and sell power through the regional Southwest Power Pool (SPP) market. On March 24, 2020, the second amendment to the agreement was approved to allow Tenaska to market excess ARR/TCR's on a commission basis.

Discussion

Tenaska has proposed an amendment to the original Marketing Agreement ARR/TCR Services. ARR (Auction Revenue Rights) and TCR (Transmission Congestion Rights) are components of our electric transmission transactions that we must regularly conduct to receive energy from our participation in generating facilities outside of Grand Island, and currently, our excess ARR/TCR's are not used. The Southwest Power Pool Transmission Congestion Rights Markets (TCR Markets) provide financial rights that can be used to hedge against the Day-Ahead Market transmission congestion between two settlement locations. The SPP TCR Markets process uses two forms of rights. First, the TCR is used to distribute the Day-Ahead congestion rents that occur each hour. Second, the Auction Revenue Rights (ARRs) are used for the distribution of the revenue generated in the auctioning and awarding of TCRs. TCRs and ARRs are source-to-sink (point-to-point) instruments that are awarded in 0.1 MW increments. The SPP TCR Markets process consists of an annual process followed by monthly processes to award Long-Term Congestion Rights (LTCRs) and On-Peak and Off-Peak ARRs and TCRs. The annual ARR and TCR process includes 14 distinct products, one product for each unique combination of On-Peak or Off-Peak Time of Use across the seven different periods that make up the TCR year (June through the following May). Those seven periods are: June, July, August, September, fall, winter and spring. The seasonal products are separated into monthly products before the applicable SPP TCR Markets monthly

process. These are speculative markets and therefore can be monetary losses and our staff does not have the expertise to analyze these markets, nor do we want to be in a position where we are incurring avoidable risk.

Via the Second Amendment to the original Contract, Tenaska was given the authority to participate in the ARR/TCR annual market with Grand Island's excess ARR/TCR's on a commission basis based on their acceptance of all risk and any financial loss. The proposed amendment herein will, additionally, give Tenaska the authority to participate in the ARR/TCR monthly market with our excess ARR/TCR's on a commission basis while continuing to accept all risk.

Alternatives

It appears that the Council that 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 Fifth Amendment to the Tenaska SPP Marketing Agreement.

Sample Motion

Move to approve the Fifth Amendment to the Tenaska SPP Marketing Agreement.

RESOLUTION 2022-150

WHEREAS, at the May 22, 2012 meeting, Council approved a Marketing Agreement with Tenaska to provide a means for the Utilities Department to buy and sell power through the regional Southwest Power Pool (SPP) market; and

WHEREAS, Auction Revenue Rights (ARR) and Transmission Congestion Rights (TCR) are components of our electric transmission transactions that we must regularly conduct to receive energy from our participation in generating facilities outside of Grand Island, and currently, our excess ARR/TCR's are not used; and

WHEREAS, at the March 24, 2020 meeting, Council approved Amendment #2 to the original Marketing Agreement to allow Tenaska the ability to participate in the annual ARR/TCR market with our excess ARR/TCR's on a commission basis based on their acceptance of all risk and financial loss; and

WHEREAS, Tenaska proposes under the terms of Amendment #5 to also participate in the monthly ARR/TCR markets with our excess ARR/TCR's on a commission basis based on their acceptance of all risk and financial loss.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment #5 to the Marketing Agreement with Tenaska is approved, and the Mayor is hereby authorized to sign the agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item I-1

#2022-151 - Consideration of Approving the Redevelopment Plan for CRA No. 36 for Property Located South of Nebraska Highway 2 and East of Independence Avenue Along Montana Avenue, Grand Island, Nebraska for Commercial and Residential Purposes (Paramount Development)

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

Staff Contact: Chad Nabity

RESOLUTION 2022-151

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 36 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to redevelop property residential purposes including necessary costs for acquisition, site work, sidewalks along with eligible planning expenses and fees associated with the redevelopment project and that such project would not be economically feasible without such aid as is proposed within the Redevelopment Plan. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	by _____
May 23, 2022	City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 36 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The CRA is authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item I-2

#2022-152 - Consideration of Approving Appointment of Keith Kurz as Interim Public Works Director/City Engineer

Staff Contact: Mayor Roger Steele

Council Agenda Memo

From: Roger G. Steele, Mayor

Meeting: May 24, 2022

Subject: Appointment of Keith Kurz at Interim Public Works Director/City Engineer

Presenter(s): Roger G. Steele, Mayor

Background

John Collins, current Public Works Director/City Engineer, gave notice of his retirement effective May 31, 2022.

According to Article III – Appointed and Hired Officials, Section 2-30 Officers; Appointive of the Grand Island City Code and Neb. Rev. Stat., §16-308, the Mayor is required to appoint statutory officers for his term. Statutory officers include:

- 1). City Administrator
- 2). City Attorney
- 3). City Clerk
- 4). City Engineer/Public Works Director
- 5). City Treasurer/Finance Director

These officers also must be approved by the City Council.

Discussion

According to Grand Island City Code Section 2-30, I am requesting approval of Keith Kurz as the Interim Public Works Director/City Engineer. Mr. Kurz presently serves as the Assistant Public Works Director in the Finance Department. Mr. Kurz earned a Bachelor's Degree in Civil Engineering from the University of Nebraska-Lincoln and is registered as a Professional Engineer in the State of Nebraska. Mr. Kurz served as a Public Works Engineer with the city prior to taking his current position. Prior to his employment with the City of Grand Island Mr. Kurz worked as a consulting engineer.

The interim appointment will become effective May 29, 2022 to coincide with the beginning of a new payroll week.

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 Council is recommended to approve the interim appointment of Mr. Kurz.

Sample Motion

Move to approve the appointment of Keith Kurz as the Interim Public Works Director/City Engineer.

RESOLUTION 2022-152

WHEREAS, under Neb. Rev. Stat., §16-308, the office of Public Works Director/City Engineer for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of Public Works Director/City Engineer for the City of Grand Island, Nebraska shall be appointed by the mayor and approved by the council; and

WHEREAS, the position will become vacant on June 1, 2022 and an interim appointment may be made; and

WHEREAS, the Mayor has recommended the appointment of Keith Kurz as Interim Public Works Director/City Engineer effective May 29, 2022 until such time as another appointment is made.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Keith Kurz is hereby duly appointed Interim Public Works Director/City Engineer for the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2022	▣ City Attorney



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item J-1

Approving Payment of Claims for the Period of May 11, 2022 through May 24, 2022

The Claims for the period of May 11, 2022 through May 24, 2022 for a total amount of \$6,398,666.16. A MOTION is in order.

Staff Contact: Patrick Brown, Finance Director



City of Grand Island

Tuesday, May 24, 2022

Council Session

Item X-1

Strategy Session with Respect for FOP Union Negotiations

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Aaron Schmid, Human Resources Director