
City of Grand Island



Tuesday, November 22, 2022 Council Session Agenda

City Council:

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

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

City Clerk:

RaNae Edwards

7:00 PM

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

Call to Order

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

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

Invocation - Pastor Jeff Cartwright, Abundant Life Christian Center, 3411 West Faidley Avenue

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, November 22, 2022

Council Session

Item E-1

Public Hearing on Request from Underground Café, LLC dba Underground Café, 3404 West 13th Street for a Class "I" Liquor License

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: November 22, 2022

Subject: Public Hearing on Request from Underground Café, LLC dba Underground Café, 3404 West 13th Street for a Class "I" Liquor License

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

Underground Café, LLC dba Underground Café, 3404 West 13th Street has submitted an application for a Class "I" Liquor License. A Class "I" Liquor License allows for the sale of alcohol onsite 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 Jose Rendon, 2704 West John Street, Grand Island, Nebraska. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Jose Rendon, 2704 West John Street, Grand Island, 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.

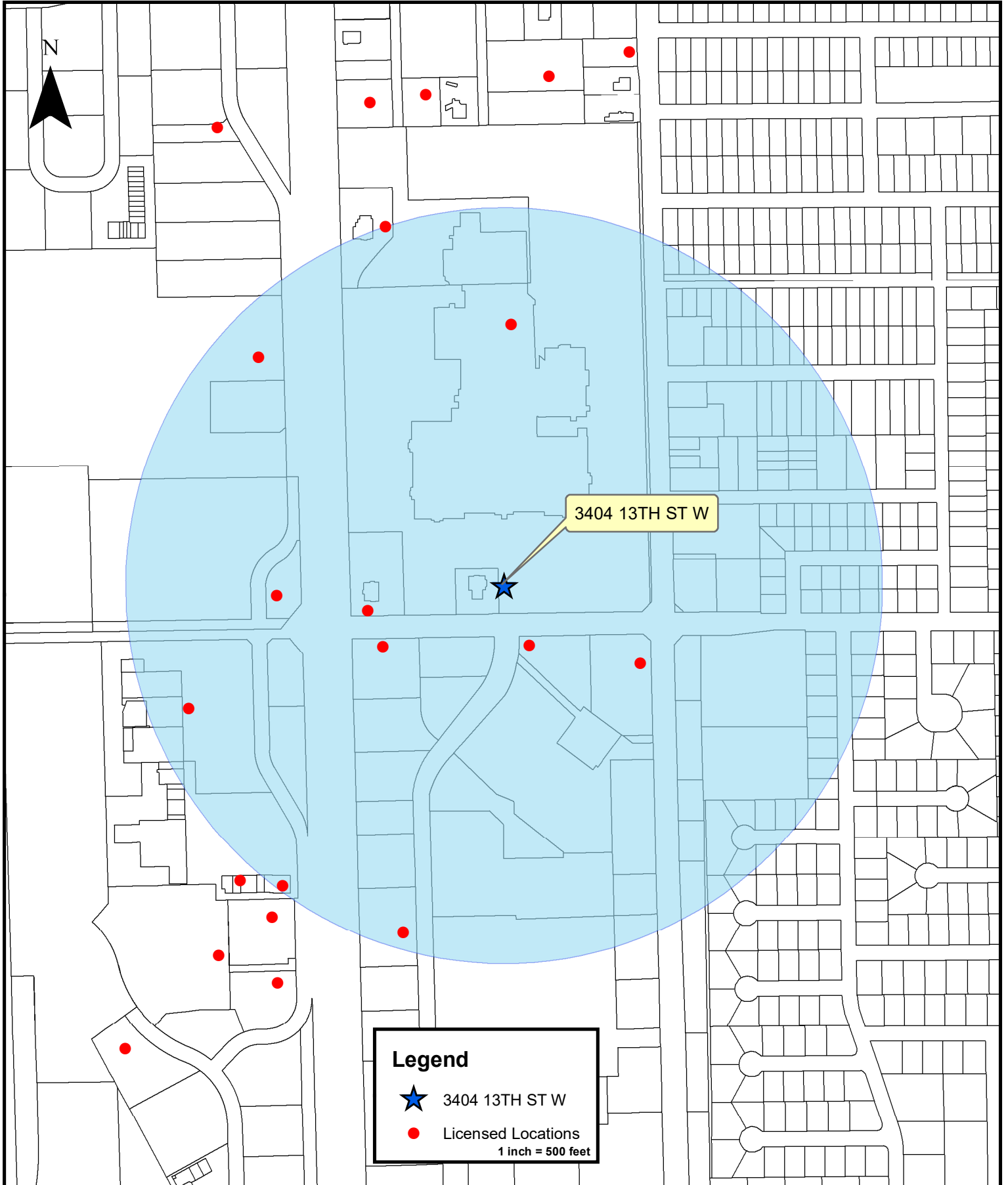
Recommendation

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 Underground Café, LLC dba Underground Café, 3404 West 13th Street for a Class "I" Liquor License contingent upon final inspections and Liquor Manager Designation for Jose Rendon, 2704 West John Street, Grand Island, Nebraska contingent upon passing a state approved alcohol server/seller training course.

Liquor License Application: Class "I": Underground Café



11/02/22 Name Underground Cafe, business

11/17/22

Narrative

Liquor License Investigation

Grand Island Police Department

Jose Rendon, as owner of Underground Cafe LLC, doing business as Underground Cafe, has applied for a class I Liquor License; beer, wine and distilled spirits, on sale only; for the retail location in the Conestoga Mall.

Responsible LEO:

Approved by:

Date

11/17/22

Supplement

309

Underground Cafe Liquor License

Grand Island Police Department
Supplemental Report

Date, Time: 11-10-22

Reporting Officer: Sgt Dvorak #309

Unit #: CID

Jose Rendon, utilizing his LLC, has applied for a new liquor license at the new location for his business, Underground Cafe. The business has been open for some time at a 3rd Street location, but operated without a liquor license. Now that Rendon moved to the Conestoga Mall, he is applying for a Class I Liquor License; beer, wine and distilled spirits; on sale only.

In the application paperwork, I noted that Jose does not indicate his is married. He also reports that he is the sole owner of the corresponding LLC; Underground Cafe LLC. I first checked, and verified, that Rendon has no outstanding warrants. I utilized local Spillman files, the State NCJIS database, and a paid law enforcement only site to check Rendon's background.

During my Spillman search, I noted some incidents back in 2009 through 2011 when Rendon was the proprietor of Underground Auto. Mostly disturbing the peace and allegations of thefts/fraud but I observed that most of those incidents were not due to, or because of, Rendon himself. Rather, those incidents involved clients of his business, and other car aficionados that frequented the business. Jose was also involved in a few minor traffic contacts. Rendon disclosed two historical traffic convictions on the application, with the most recent being 2011. I noted no other items of concern.

State NCJIS files displayed the two traffic convictions disclosed by Rendon. I also noted a third traffic citation in 2013 from the NE State Patrol. While concerning, this in and of itself does not disqualify Jose from this process. NCJIS also indicated that Jose Rendon has six (6) criminal court appearances, ranging back from 2013 to 2008. None of these criminal complaints were disclosed on the application. However, a second check revealed that these were the traffic violations I observed earlier. Because none were moving violations, all were entered as criminal complaints, since window tinting, rotating or projecting lights, and careless driving are considered misdemeanors, not traffic infractions.

I then utilized a paid, law enforcement only, web site that generally covers personal residency and contact information, and incidents of a civil nature such as liens, bankruptcies and judgements. I utilize this site often, and have never encountered an individual that did not have a record in the database. However, when searching Rendon, I was advised, numerous times, that nothing was on file. I utilized different combinations of Jose A Rendon Samanego, which is what is on file for Rendon on his NE drivers license, all with negative results.

I contacted the NE Liquor Commission offices. I was given a social security number that Rendon provided on his application. (redacted on the copy I receive) When I ran that social security number in the database, it returned an abbreviated match, under the name of Castorena Rendon, and one Grand Island address, which does not match Jose Rendon. No relationship, employment, other address or phone information was listed. Again, with my experience, this is extremely unusual for this web site.

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Due to these inconsistencies, I believed it was possible that Rendon did not have legal status in the United States, which would preclude him from obtaining a liquor license. I re contacted the Commission offices, and was advised that Rendon provided a copy of his Naturalized Citizen paperwork. I obtained that permit number, A045143632. I contacted the local office of ICE/ERO. I provided them the information from Rendon's application, and his permit number. I was advised that Jose Alfredo Rendon Samanego is a valid foreign born US Citizen that Jose obtained in 2004. However, the ICE Agent advised that he also had no record for the social security number on file.

I again utilized NCJIS employment records for the State of NE and found that Jose Rendon utilized that social security number for wages and benefits in the State of Nebraska, back to at least prior to 2017.

I then had contact with NSP Investigator Suchsland. He advised that he obtained the same social security number for Rendon. I told him of my findings from the Commission and from ICE/ERO. Suchsland said he would contact our local Homeland Security Investigative office to see if he could shed any light on the issue with Jose's Social Security number. Suchsland later advised that he confirmed that the number both of us have on file for Rendon is his actual Social Security number, and it is unknown why the law enforcement database return the result that it does. The HSI Agent indicated that it is possible that the number was entered incorrectly at some point.

On 11-4-22 I met with Jose Rendon at the Conestoga Mall location of Underground Cafe. The cafe is the first retail space on the north side of the Mall Theater/Food Court entrance. The space was large, clean and well lit with plenty of seating. Rendon confirmed that he is divorced, and no one else has any interest in the LLC or the Cafe, stating "this is all 100% me."

We discussed cooperation with law enforcement, and responsibilities for selling alcohol. I told Jose that he would have to be even more diligent, because of the location of the cafe, and being the only location in the Mall that sells alcohol. Rendon said he understood the situation, and would be diligent to avoid any issues. I asked Rendon why he decided to sell alcohol, after operating with it at the 3rd Street location. Jose said he has expanded his menu to include more hearty lunch and supper options, and feels that alcohol can complement those meals.

Rendon said he plans to offer beer, mixed drinks and wine. We discussed the need to use qualified distributors. I asked about storage, which did not seem possible given the layout of the cafe. However, Rendon said he has plenty of space, and ushered me through a door behind the service counter. I was surprised to note that the food prep/storage area not accessible to the public was at least as large as the other half of the facility that I had seen.

Jose said he will be the main person running the Cafe. However, he will hire mostly family to assist him, and run the operation when he cannot be there. We discussed the age requirements for selling alcohol, and the need to train his employees regarding ID's and overselling. Rendon said he plans to be open seven days a week, but only from 1100-1800 on Sundays. Rendon said he plans to offer a "teen night" on Fridays from 1900-2200, where kids can come and do Karaoke and dance. Rendon said he will put all alcohol into storage for those nights.

Rendon said he has a surveillance system installed, but he cannot get it to work. He said a technician will be out in the next week or two and it should be operational after that. He assured me that he will be very vigilant regarding

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minors trying to obtain alcohol, and will cooperate with GIPD regarding any issues that might arise at this business.

Other than the unexplained questions regarding Jose Rendon's social security number, the Grand Island Police Department does not object to him being issued a Class I Liquor License; wine, beer and distilled spirits on sale only, for the Underground Cafe located in the Conestoga Mall.

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City of Grand Island

Tuesday, November 22, 2022

Council Session

Item E-2

**Public Hearing on Zoning Change to Property located at 4060
Stauss Road from LLR Large Lot Residential to B2 General
Business Zone (MII-Blondo, LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 22, 2022

Subject: Change of Zoning from LLR Large Lot Residential Zone to B2 General Business Zone

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

Background

MII-Blondo, LLC. The owners of property at 4060 Stauss Road located north of Stauss Road and west of North Road are requesting that the zoning on property be changed on a portion of this property from LLR Large Lot Residential to B2 General Business Zone. They currently own the property to the east and have self storage units on the property. They will be expanding their storage offering on that property and would like the option to extend that onto this property. They will be removing the dilapidated house from 4060 Stauss Road.

Discussion

At the regular meeting of the Regional Planning Commission, held November 2, 2022 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Nabity stated the purpose of the rezoning request is to extend the self storage buildings from the east and remove the existing house. The owner of the property has purchased the property to west and would like to expand the storage units. The rezoning is consistent with the City's Comprehensive Land Use Plan and staff is recommending approval.

Mr. McGregor – Mr. McGregor is the owner of the property explained the long term plan is to expand the existing facility on the current parcel.

O'Neill closed the public hearing.

A motion was made by Hendricksen and second by Ruge to approve the proposed rezoning at 4060 Stauss Road.

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

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue
4. Deny the application

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the ordinance as presented.

Agenda Item #7

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING

COMMISSION:

October 24, 2022

SUBJECT: *Zoning Change (C-06-23GI)*

PROPOSAL: To rezone approximately 2.5 acres of land north of Stauss Road and east of Centre Street, from LLR Large Lot Residential to B-2 General Business Zone, in the City of Grand Island. The purpose of this rezoning request extend the self storage buildings from the east and remove the existing house.

OVERVIEW:

Site Analysis

Current zoning designation:

LLR: Large Lot Residential.

Intent of zoning district

LLR: To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits residential dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities.

Permitted and conditional uses:

LLR: Agricultural uses, recreational uses and residential uses at a density of two dwelling units per acre.

Proposed zoning district

B-2: Residential uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses.

Comprehensive Plan Designation:

Designated for manufacturing development.

Existing land uses.

Single family home to be removed.

Adjacent Properties Analysis

Current zoning designations:

East: B-2-General Business

North: R-1 – Suburban Density Residential

West and South: LLR- Large Lot Residential

Intent of zoning district:

B-2: The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

Permitted and conditional uses:

R-1 - Agricultural uses, recreational uses and residential uses at a density of four dwelling units per acre **LLR -** Agricultural uses, recreational uses and residential uses at a density of two dwelling units per acre. **B-2-Residential** uses at a density of

up to 43 units per acre, a variety of commercial, retail, office and service uses.

Comprehensive Plan Designation:

North: Designated for Low to Medium Density Residential

South, East and West: Designated Manufacturing Development.

Existing land uses:

North: single-family residential

East: Storage Units

South and West: Single-family home on large lots

EVALUATION:

Positive Implications:

- *Largely consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for manufacturing development but the existing zoning to the east is B-2.
- *Accessible to Existing Municipal Infrastructure:* City water and sewer services are available to service the rezoning area.
- *Constant with the existing commercial development:* This property adjacent to existing commercial uses (self storage). This proposal just extends the commercial zoning across the full property.

Negative Implications:

No Negative Consequences Foreseen

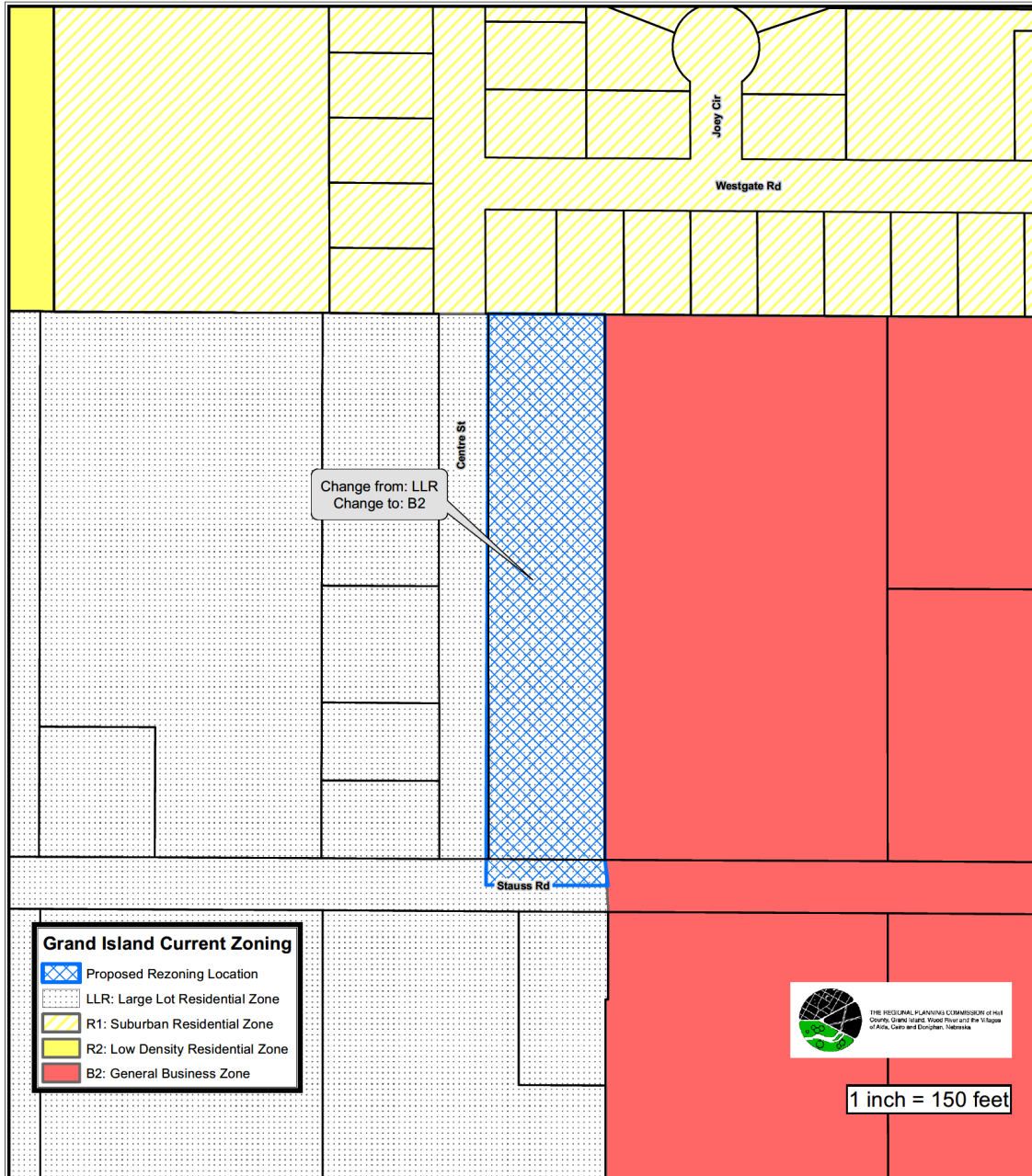
RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on the this site from LLR-Large Lot Residential to B-2-General Business as requested and shown on the attached map.

_____ Chad Nability AICP, Planning Director

Proposed Zoning Change

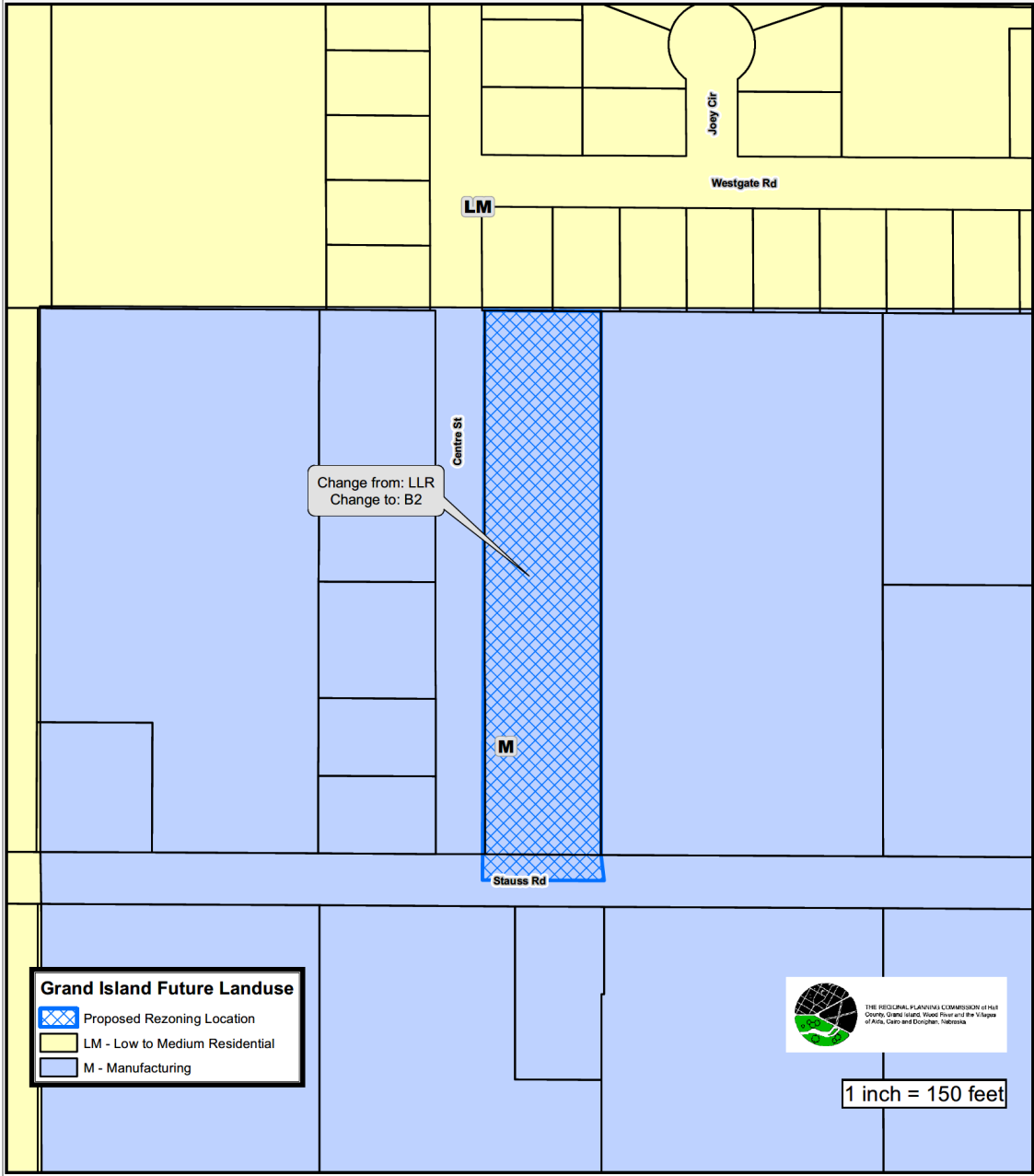
A tract of land consisting of all of lots 1 through 14 West End Subdivision, in the City of Grand Island, Hall County, Nebraska



Existing Zoning

Proposed Zoning Change

A tract of land consisting of all of lots 1 through 14 West End Subdivision, in the City of Grand Island, Hall County, Nebraska



Future Land Use Map

2004 Future Land Use Map as Adopted with the Grand Island Comprehensive Plan



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item E-3

Public Hearing on Zoning Change for Property at the Conestoga Mall Located between Webb Rd & U.S. Highway 281 North of 13th Street to Include Amendments to the CD Commercial Development Zone & Change from CD Commercial Development Zone to RD Residential Development Zone (Woodsonia Acquisitions LLC)

Council action will take place under Ordinances item F-2.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 22, 2022

Subject: Change of Zoning from CD Commercial Development Zone to Amended CD Commercial Development Zone and RD Residential Development Zone-Conestoga Mall

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

Background

Woodsonia Hwy. 281, LLC. has a contract to purchase the Conestoga Mall property at 3404 W 13th Street in Grand Island and is requesting changes to the CD Commercial Development Zone to facilitate redevelopment of this property along with changing a portion of the property in the northeast corner of the property to RD Residential Development Zone to allow for apartments at that location.

Discussion

At the regular meeting of the Regional Planning Commission, held November 14, 2022 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Naby stated the Woodsonia Hwy 281 LLC is proposing to purchase and redevelop the Conestoga Mall property. The mall property is planned for Highway Commercial development and across to the east (Webb Rd) it is designated medium density to office use. Woodsonia Hwy 281 LLC is planning to develop around 300 apartments in the northeast corner of the property. Staff is recommending amendments to the future land use map that are consistent with the new plan presented for the new mall property.

Naby stated the redevelopment plan amendment for CRA Area 28 requests \$26,257,000 in tax increment financing over the course of 20 years. The area is declared Extremely Blighted and Substandard making the area eligible for a 20 year TIF. The redevelopment plan also includes a proposal for the designation of the Project Site as an Enhanced Employment Area within the Extremely Blighted and Substandard Area. The 1.50% Enhanced Employment Area/Occupation Tax

- \$36,763,000 an add-on tax with in the EEA District boundaries including all Conestoga Marketplace property. The Regional Planning Commission finds that the redevelopment plan is consistent with the Comprehensive Plan of the City of Grand Island recommends approval with the proposed changes.

Nabity then went over the redevelopment concept.

Andrew Snyder, Woodsonia Hwy 281 LLC, was available for questions.

A motion was made by Hendrickson and second Rainforth to approve rezoning of Lots 1, 4 and 5 of Conestoga Eighth Subdivision and Preliminary and Final Plat for Conestoga Mall Ninth Subdivision finding that the proposed development is consistent with the comprehensive plan for the city.

The motion was carried with eleven members voting in favor (Nelson, Allan, Ruge, Olson, Robb, Monter, Rainforth, Rubio, Hendrickson, Randone and Doane) with no members present voting no and one member abstaining (O'Neill).

The memo sent to the planning commission with staff recommendation is attached for review by Council.

The ordinance for this action has been written such that if Woodsonia Hwy. 281, LLC does not execute their contract, purchase the property, and file the plat for Conestoga Mall Ninth Subdivision it will not take effect.

Alternatives

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

1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue
4. Deny the application

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the ordinance as presented.

Agenda Item 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

November 9, 2022

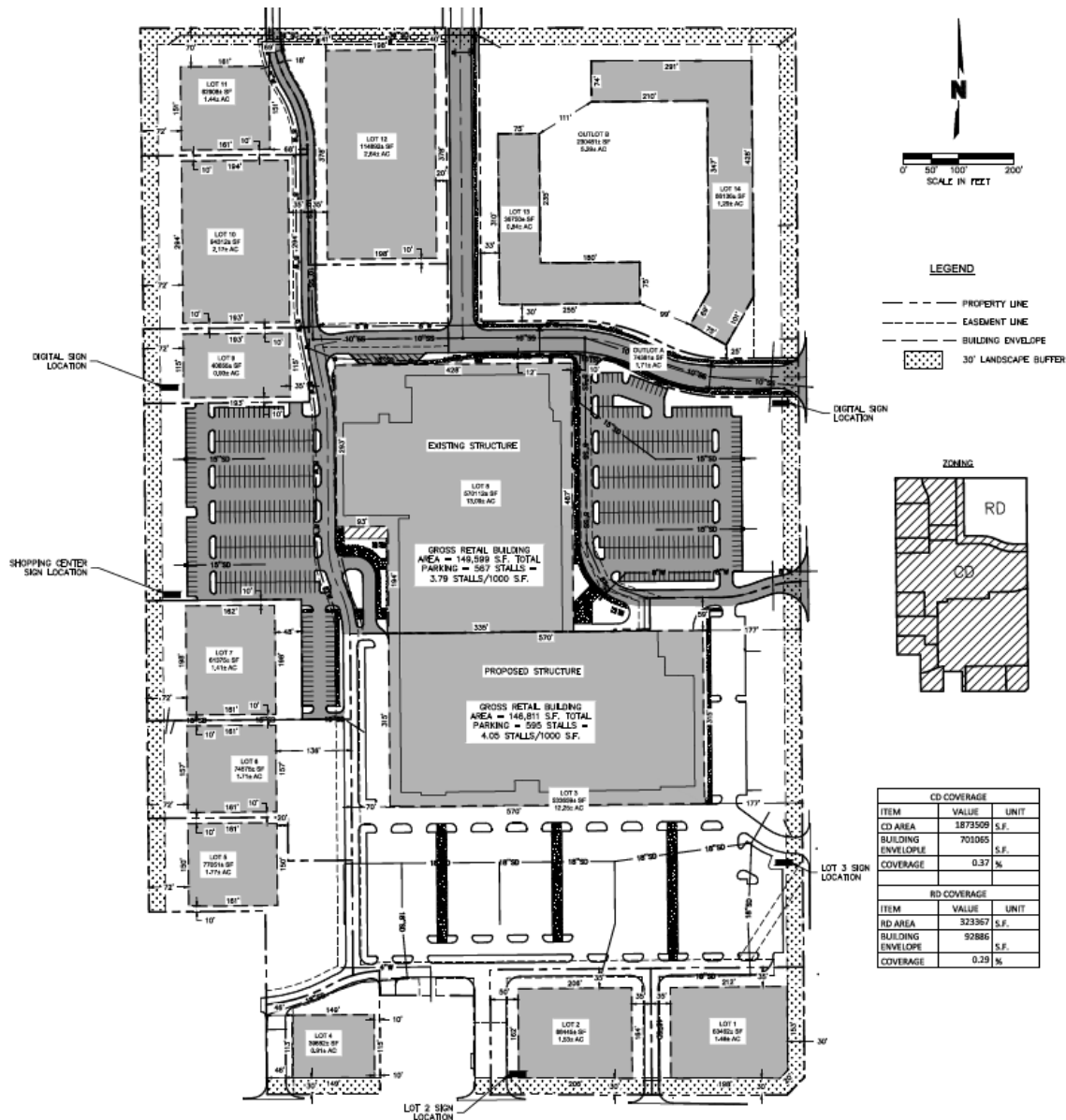
SUBJECT: *Concerning change of zoning for property described as all of Lots 1, 4 and 5 of Conestoga Mall Eighth Subdivision in Grand Island NE, from CD Commercial Development Zone to Amended CD Commercial Development Zone and RD Residential development Zone. (C-09-23GI)*

Woodsonia Hwy 281 LLC. has a contract to purchase the Conestoga Mall property described above. They plan to redevelop property significantly and are requesting approval of a change of zone to amend the current CD Zone and to change the zoning in the northeast corner of the property to RD Residential Development Zone. The initial plan shows 2 buildings with 304 apartments at that site but that is not finalized.

PROPOSAL: At this time the property is divided into 3 lots with all of the drainage from the site collecting at the northeast corner. The proposal would eventually create 14 lots and 2 outlots with drainage and detention along U.S. Highway 281 and Webb Road. The main mall and the anchor store would be comprise the largest portion of the property. The apartments would be on 2 lots north of 16th Street extended. A potential hotel is planned west of the apartments along the north property line. The pad sites along 281 and 13th Street would be identified for strip commercial and restaurant uses.

The CD Zone allows for up to 50% of the property to be covered with buildings. The proposed coverage within this development at as shown at completion is below the maximum coverage. The building envelopes as shown provide a maximum size on each lot. Parking will also have to be accommodated on each lot and may be placed inside the building envelope if they choose to or need to build a smaller building on the lot.

The RD Zone allows for up to 30% of the property to be covered with buildings. The initial plan shows 2 buildings with 304 apartments at that site but that is not finalized. Because the plan is not finalized the subdivision agreement for this development will limit activities in the RD zone to installation of utilities and sitework and grading until a final plan is presented and approved by City Council as an amendment to the RD zone.



**OVERVIEW:
Site Analysis**

Current zoning designation: CD-Commercial Development Zone.
Permitted and conditional uses: Commercial, Office and Retail Uses
Comprehensive Plan Designation: Commercial development
Existing land uses: Retail development and vacant property

Adjacent Properties Analysis

Current zoning designations: **North:** CD Commercial Development Zone, B2 General Business
South and West: B2 General Business

East: CD Commercial Development Zone, R2 Low Density Residential, RO Residential Office and R4 High Density Residential

Permitted and conditional uses: CD – Commercial, office and retail uses as permitted and built according to the approved development plan. B2- Commercial, office, retail and service uses along with residential uses up to a density of 43 units per acre. RO – Residential uses with no density limitation, office uses and prescription related retail. R4 – Residential uses at a density of up to 43 units per acre and a variety of non-profit uses. R2 Residential uses at a density of up to 7 units per acre.

Comprehensive Plan Designation: **North, South, and West:** Designated for commercial development and uses.
East: Designated for medium density residential to office uses.

Existing land uses: **North:** Retail Development
East: Webb Road, a variety of housing and office uses
West: U.S. Highway 281 and Commercial Uses
South: 13th Street and commercial development

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for commercial development and the proposed changes to the future land use map would support the residential development.
- *Is infill development.* This development is using property that is within the existing functional and legal boundaries of the City of Grand Island. This is a piece of property that is in need of redevelopment.
- *Accessible to Existing Municipal Infrastructure:* Water and sewer services are available to service the area. New mains would be installed to serve the reconfigured property.
- *Monetary Benefit to Applicant:* Would allow the applicant to further develop this site.
- *Additional housing:* This development does include a housing component that will add to the existing housing stock.

- *Rejuvenate this property and corridor:* The proposed development will rejuvenate the mall. Retail malls are struggling across the country and three of the five anchors of Conestoga Mall have gone through bankruptcy and/or extreme downsizing in the last 6 years leaving a substantial amount of vacant space in the building.
- *Expected increase in sales tax base:* Based on information provided sales tax generated at the Conestoga Mall has dropped from almost \$1,100,000 to \$700,000 between 2015 and 2021 with a low in 2020 of \$550,000. Based on the lowest project for the new anchor store taxable sales will generate almost \$1,000,000 without counting sales by new and existing stores in the area.
- *Transfer of the Mall Property to a new owner:* The parent company of the current mall owners is the same as the company that owned the Imperial Mall in Hastings. The City of Hastings had to condemn and demolish that mall because of the condition that was in. Without a change in ownership that is a possibility for the Conestoga Mall.

Negative Implications:

- *Increased traffic on 13th Street and Webb Road:* With these changes including the addition of a new anchor store and the apartments there is likely to be increased traffic on these streets. These streets are designed for this kind of traffic and entrances to the mall property along Webb Road will be moved to help mitigate the impacts.

Other Considerations:

This hearing is scheduled along with the hearing to amend the future land use map for the City of Grand Island and consider the redevelopment plan for the mall requesting tax increment financing and the creation of an enhanced employment area across the site. Information from the redevelopment plan can and should be used to support the request for rezoning as they are part and parcel of the same project.

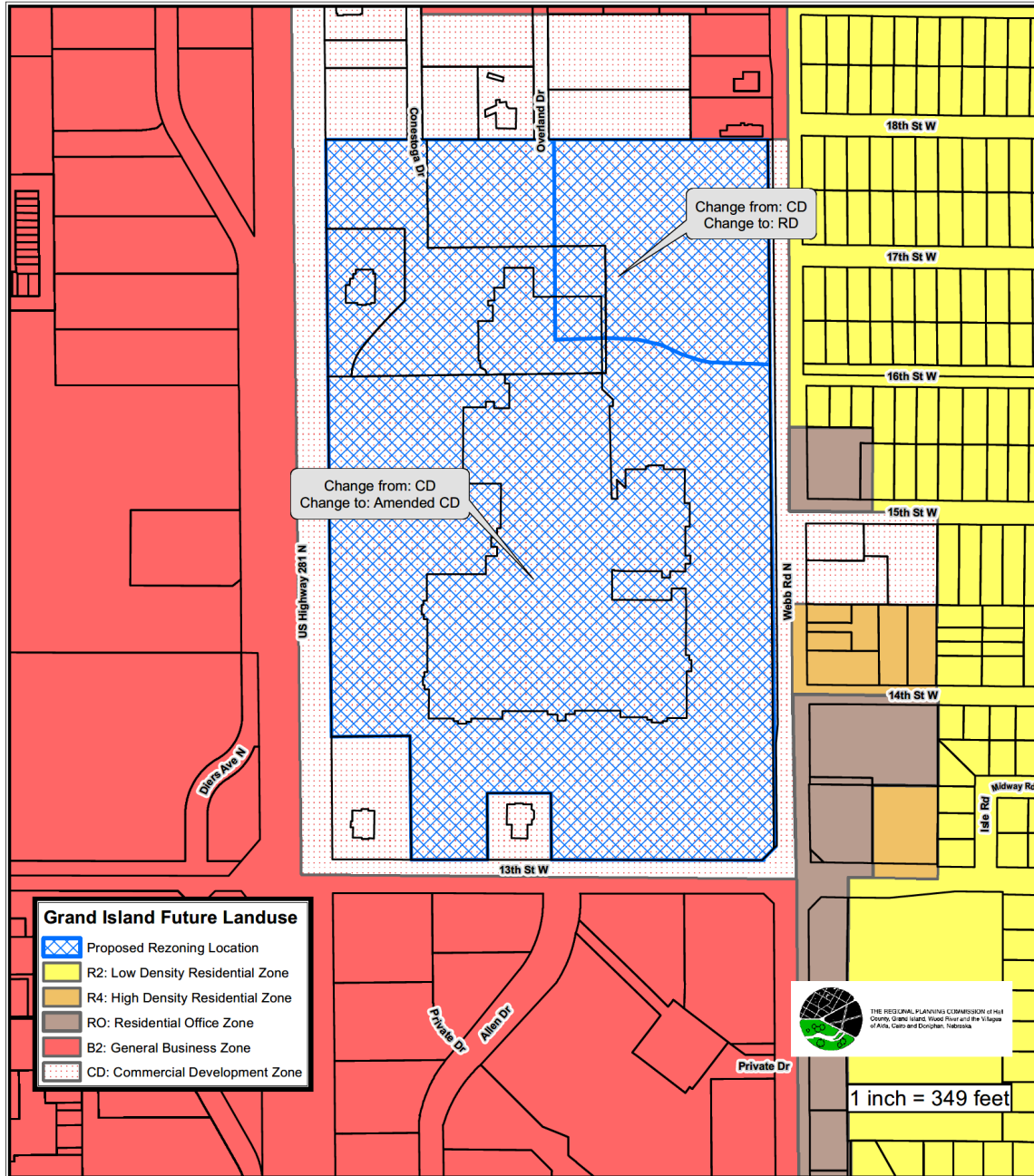
RECOMMENDATION:

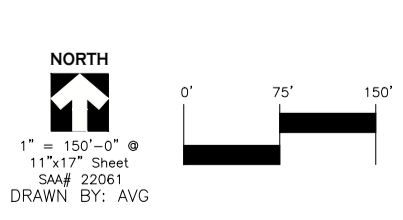
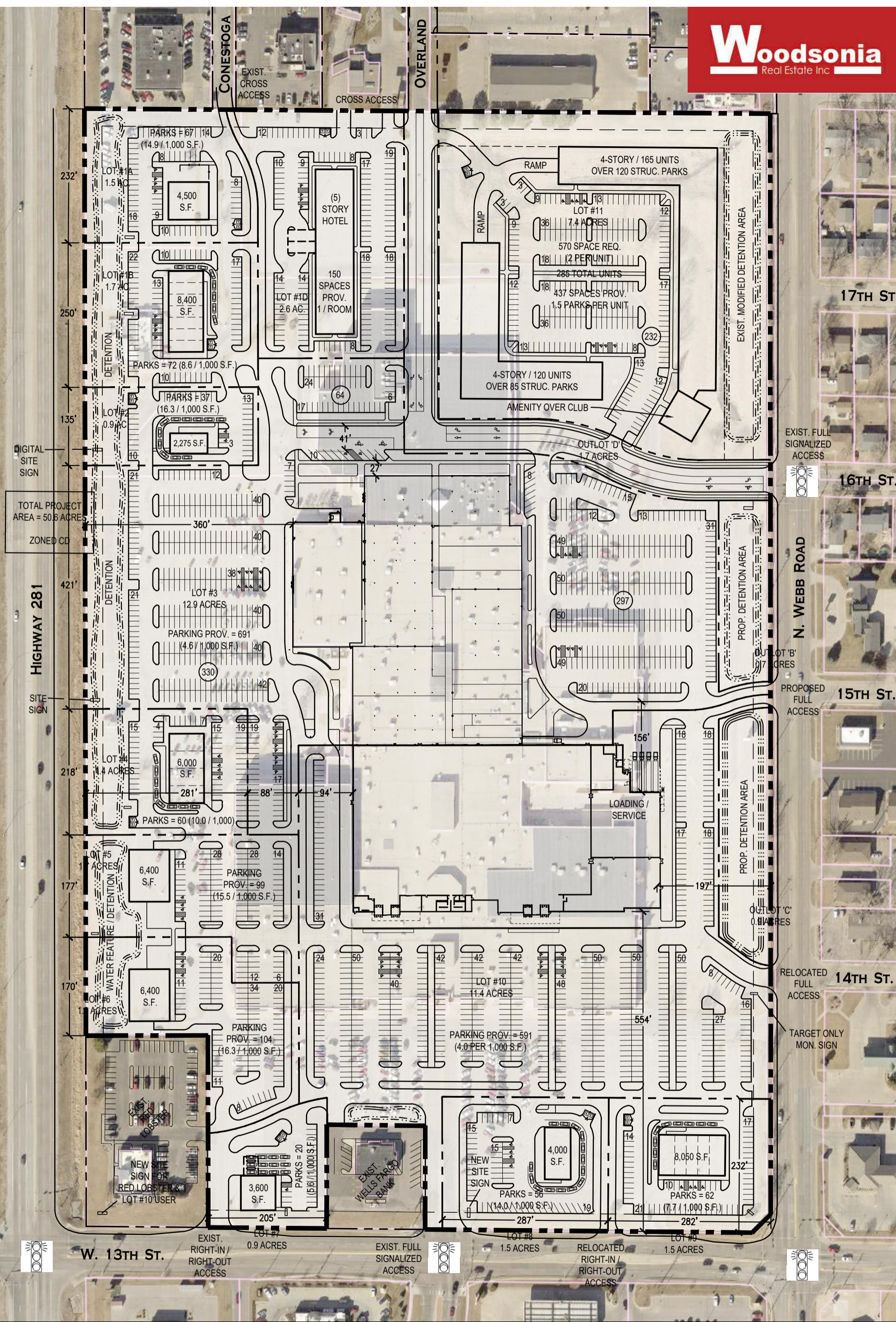
That the Regional Planning Commission recommend that the Grand Island City Council approve the amended CD zoning district and rezoning to RD Residential Development along with the development plan as shown with the stipulation at the RD zone needs to be brought back for final approval at a later date.

_____ Chad Nabity AICP, Planning Director

Proposed Zoning Change

A tract of land consisting of all of lots 1, 4, 5 of Conestoga Mall Subdivision, in the City of Grand Island, Hall County, Nebraska





This drawing has been prepared by the Architect, or under the Architect's direct supervision. This drawing is intended to be conceptual in nature only. Property boundaries, setbacks, easements, topography, utilities, structures and other physical features shown herein are based on the information available to the architect at the time of design. This document reflects a site plan concept only, and does not necessarily reflect all governing authority requirements, including green space calculations, bulk regulations, landscaping, storm water management, city input, site signage, grading, and other factors that may impact final site design. This drawing shall not be used for construction or legally binding documentation. (C) Copyright 2022 by Simonson & Associates Architects, L.L.C.

Conestoga Marketplace
Site Concept #28
Grand Island, Nebraska
November 10, 2022

SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS
Simonson + Associates Architects LLC
1717 Ingersoll Ave, Suite 117, Des Moines, Iowa 50309
Ph. 515-440-5626
www.simonsonassoc.com



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item E-4

**Public Hearing on Redevelopment Plan for CRA No. 28 for
Property Located between Webb Road and U.S. Highway 281
North of 13th Street for Commercial and Residential Purposes
(Woodsonia Acquisitions)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: November 22, 2022

Subject: Redevelopment Plan for CRA Area #28 Woodsonia Hwy. 281, LLC – Conestoga

Presenter(s): Chad Nabity, AICP CRA Director

Background

Woodsonia Hwy. 281, LLC is proposing to redevelop the Conestoga Mall property at 3404 W. 13th Street for commercial and residential purposes. The property is currently zoned CD Commercial Development District with proposed changes to amend the current plan and rezone a portion of the property to RD Residential Development zone for residential development. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on November 9, 2022 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on November 14, 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 November 14, 2022. The Planning Commission approved Resolution 2023-05 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 416 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 #28 and authorizes the CRA to execute a contract for TIF based on the plan 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 including but not limited to: acquisition of the property as well as the site work, grading, streets, renovation, utilities, and drainage improvements. 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. This redevelopment plan also includes designation of an Enhance Employment Area. The developers are proposing and asking Council to approve an ordinance placing a 1.5% occupation tax on sales of items subject to sales tax in the area as allowed by state law.

The TIF bond(s) for this project will be issued for to facilitate the development and no structure will be eligible for TIF for more than the 20 years allowable in an extremely blighted area. The proposed bonds for this project will be issued for the amount of \$26,257,000. The EEA bond(s) will be issued for a period of 30 years in an amount of \$36,763,000. The CRA will issue the bonds per the redevelopment agreement approved by Council, the CRA and the developer.

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.

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

RESOLUTION NO. 416

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 WOODSONIA HWY. 281, 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

Area 28 Conestoga Woodsonia Hwy. 281 LLC

Page 1

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. The Authority finds and accepts that the rate of return analysis as submitted by the developer shows that this Project is not feasible without the use of tax increment financing.

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 site purchase, preparation for redevelopment including site work, public utilities and streets, renovation, trails and sidewalks 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 bonds issued in the approximate amount of \$26,257,000 and issuance of enhanced employment area bonds in the approximate amount of \$36,763,000 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

PASSED AND APPROVED this 16th day of November, 2022.

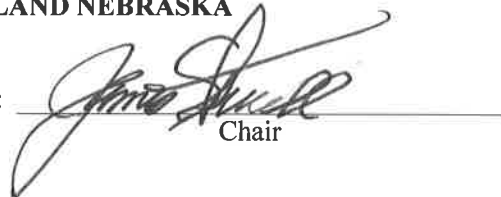
**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND NEBRASKA**

ATTEST:

By:


Secretary

By:


Chair

Area 28 Conestoga Woodsonia Hwy. 281 LLC

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EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Legal Descriptions: Lots 1, 4 and 5 of Conestoga Eighth Subdivision in the City of Grand Island, Nebraska (PID 400037106, 40037107, and 400457694) Area to be replatted with development.

Draft Only

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Draft Only

**Redevelopment Plan
Grand Island CRA Area 28
Conestoga Marketplace
October 2022**

The Community Redevelopment Authority of the City of Grand Island (“CRA”) seeks to approve this Redevelopment Plan for Area 28 within the City of Grand Island, Nebraska (“City”), pursuant to the Nebraska Community Development Law and provide for the financing of specific costs related to Conestoga Marketplace Redevelopment Project located within Area 28.

Introduction:

The Conestoga Mall (“**Existing Mall Property**”) has been an integral part of Grand Island’s community for nearly 50 years, dating back to its original construction in 1971. However, with the rise of e-commerce, the loss of three of the four primary mall anchors and the lack of investment, the Existing Mall Property has struggled to thrive in this changing retail environment. The Existing Mall Property has been in steady decline with property tax valuations dropping approximately \$10,000,000 (50%) over the past 20 years and tenant sales falling 40% over the prior eight years.

Through this Conestoga Marketplace Redevelopment Project (“**Redevelopment Project**”), Woodsonia Hwy 281, LLC and its successors and assigns (collectively “**Woodsonia**” or “**Redeveloper**”), CRA and the City of Grand Island, Nebraska (“**City**”) have the unique partnership opportunity to breathe new life into Grand Island’s key landmark asset by attracting one of the premier retailers in the United States, which will serve as the new retail anchor for the Redevelopment Project. As described in the Redevelopment Project Description section below, the future Conestoga Marketplace will be re-positioned as a true mixed-use development with shopping, dining, entertainment and housing. Furthermore, Conestoga Marketplace will be a catalyst to drive additional development / redevelopment in the immediate area and attract new concepts and companies to the Grand Island community.

With the adoption of this Redevelopment Plan, the City and CRA recognize the need to utilize appropriate private and public resources to eliminate or prevent the development or spread of urban blight, encourage needed urban rehabilitation, provide for the redevelopment of blighted and substandard area, and/or undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the goals and objectives set forth herein.

Redevelopment Project Description:

Woodsonia is an Omaha, NE based development firm that is excited to propose the Redevelopment Project, which will convert the 60-acre Existing Mall Property into a future \$220M + mixed-use, life-style project called “**Conestoga Marketplace**”. Conestoga Marketplace will be anchored by a new to market approximately 150,000 SF retailer

positioned on the southern portion of the redevelopment site. The remaining portion of the mall will be completely modernized with exterior facing storefronts, updated façades, new tenant signage and a state-of-the-art entertainment offering, including a new cinema with in-theater dining, indoor / outdoor pickleball courts and a first-class bar / restaurant facility. The Redevelopment Project will include improved parking facilities available to the public.

Conestoga Marketplace will also include 300 + Class A market rate multi-family housing units, a new hotel and pad sites along Hwy 281 and 13th Street. The pad sites will be comprised of new restaurants and multi-tenant retail buildings. The Redevelopment Project may be developed as five Sub-Redevelopment Project Areas described below. With the City's and CRA's support, the Redevelopment Project hopes to commence in Q2 of 2023 with the new to market 150,000 SF retailer anticipated to open in 2025. The proposed site plan ("**Site Plan**") is illustrated below:

Draft Only



Extremely Blighted and Substandard:

On November 8, 2022 the City approved the Blight and Substandard Study – Area 28 prepared by Marvin Planning Consultants (“**Blight and Substandard Study**”). Subsequently, the City also approved the Extremely Blighted Determination Study, City of Grand Island, Nebraska, dated August, 2022, prepared by Marvin Planning Consultants, Inc. and Kurt Elder, AICP for Area 28 (“**Extremely Blighted Determination Study**”).

The Blight and Substandard Study and the Extremely Blighted Determination Study are collectively referred to as the “**Extreme Blight Study**”.

Upon the recommendation of the Hall County Regional Planning Commission, the City Council held a public hearing and upon consideration of the record before it, including the Extreme Blight Study, the City Council declared Area 28, the boundaries of which are shown below, as “**Extremely Blighted and Substandard**”.

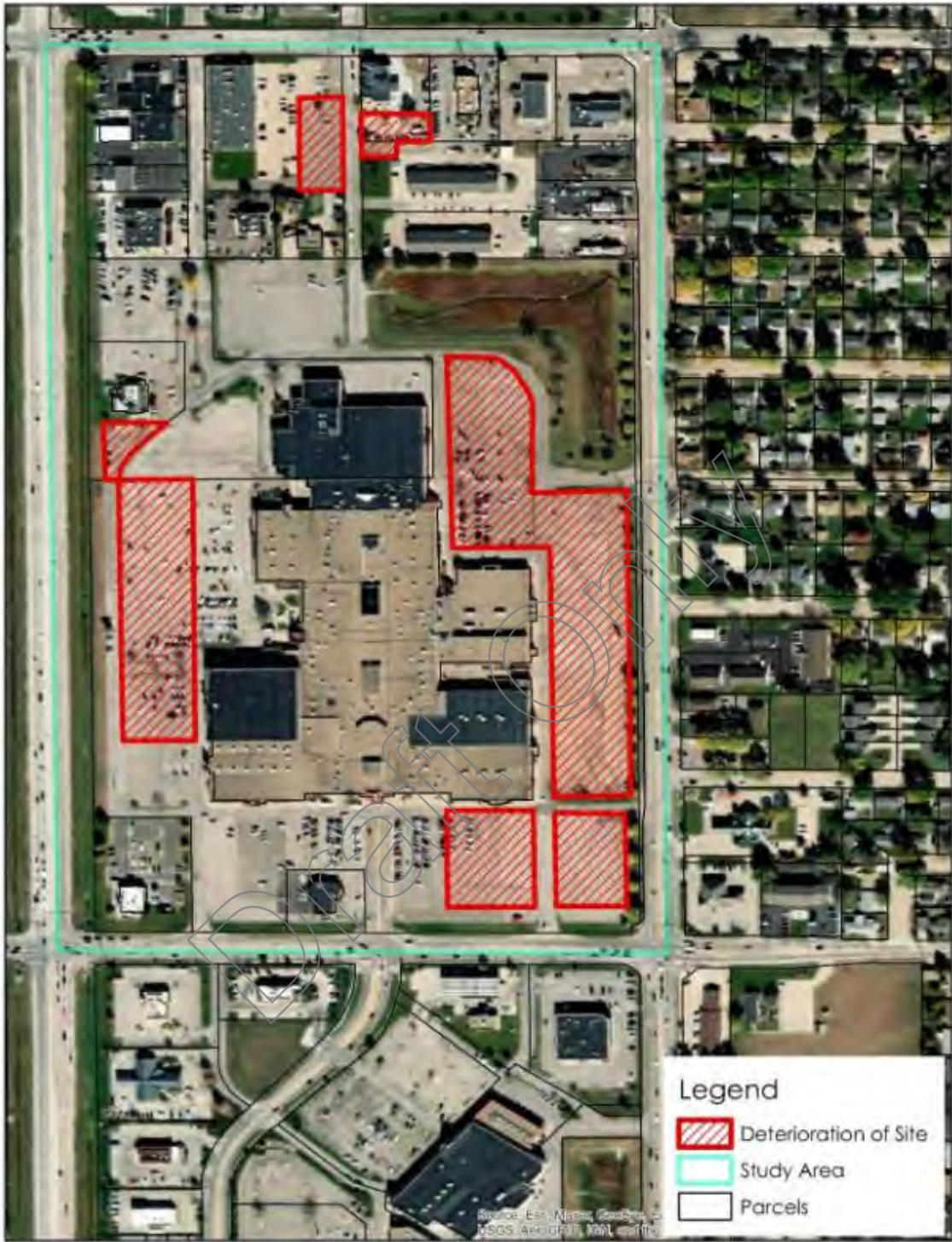


The Existing Mall Property is sometimes referred to herein as the “**Project Site**”. The Project Site (defined below) comprises most of the southern portion of Area 28 and thus, has been declared to be Extremely Blighted and Substandard. The designation of Area 28 as Extremely Blighted and Substandard enables the City to undertake the Redevelopment Project pursuant to the Nebraska Community Development Law (“**Act**”).

A map of the condition of Area 28, is shown below:







A map of the existing land uses for Area 28 is shown below:



Proposed Private and Public Improvements and Uses of Funds:

Proposed expenditures for the Redevelopment Project improvements and enhancements are identified in Exhibit A. Such private and public improvements and enhancements will include the removal of the southern portion of the Existing Mall Property to make way for a new to market approximately 150,000 SF retail building. Other portions of the Existing Mall Property buildings will be renovated with new façade and store fronts and reconstructed to have exterior pedestrian access rather than the current interior hallway entrances. Other new land use improvements will be made, such as a hotel, multi-family dwellings, restaurants, entertainment, retail and services. Existing asbestos conditions and other environmental issues will be corrected and remediated. Significant portions of the

site will be regraded and reshaped. Utilities will be added, updated and extended. Major portions of the parking area will be removed, updated and/or resurfaced. Certain common access drives and street improvements will be improved to address the inadequacies described in the Blight and Substandard Study. New signage and improved landscaping and streetscape will also be updated and enhanced.

Proposed Funding Sources:

Proposed funding sources for the Redevelopment Project improvements identified in the Redevelopment Project Area include the following five proposed sources:

Estimated Total Project Cost:	\$ 221,585,000	100.00%
Private Investment and Debt:	\$ 148,065,000	66.82%
TIF Reimbursement:	\$ 26,257,000	11.85%
EEA / Occupation Tax:	\$ 36,763,000	16.59%
CRA Funding Contribution:	\$ 4,000,000	1.81%
Grow Grand Island Funding Contribution:	\$ 1,000,000	0.45%
City of Grand Island Contribution:	\$ 5,500,000	2.48%

- Tax Increment Financing (Extreme Blight) – for 20 Year Term divided potentially into five Sub-Redevelopment Project Areas.
- Enhanced Employment Area (EEA) / Occupation Tax – for 30 Year Term, 1.50% add-on tax within the EEA District boundaries including all Conestoga Marketplace property. The 1.50% EEA / Occupation Tax would be imposed on the gross receipts resulting from the sale, lease or rental of any products or services within the EEA District and divided potentially into five Sub-Redevelopment Project Areas.
- Community Redevelopment Authority (CRA) Funding Contribution – Redirection of \$200,000 from the current generated CRA levy for 20 years.
- Grow Grand Island, Inc. Funding Contribution – Funding contribution of \$1,000,000
- City of Grand Island Funding Contribution – Funding contribution of \$5,500,000 used towards required public infrastructure eligible project expenses

Lastly, upon opening of all the Sub-Project Redevelopment Areas as described below, this Redevelopment Project would create approximately **\$3,061,125** in Annual Sales Tax Revenue for the City of Grand Island, **\$252,525** in additional Food & Beverage tax receipts shortly after the opening of Conestoga Marketplace and beginning in year 21 approximately **\$2,803,189** in additional property taxes. Woodsonia has the necessary properties under control until year end 2022 and has requested City to expedite the incentive and entitlement process to be completed while still controlling the Project Site.

Project Site:

The Redevelopment Project site shall be limited to the following geographic area (“**Project Site**”):

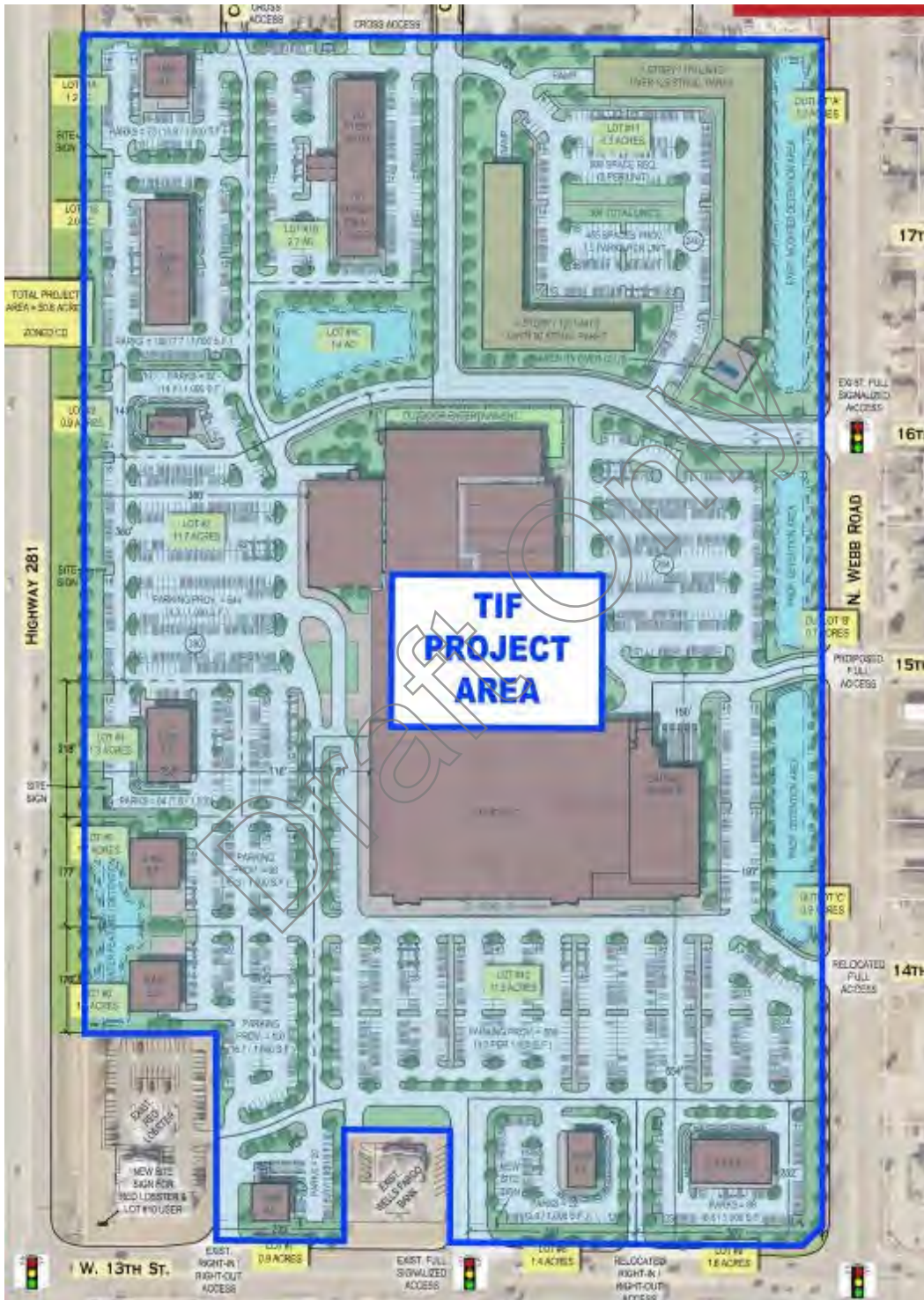
Lots 1, 4 and 5, Conestoga Mall Eighth Subdivision, In The City Of Grand Island, Hall County, Nebraska.



Project Site

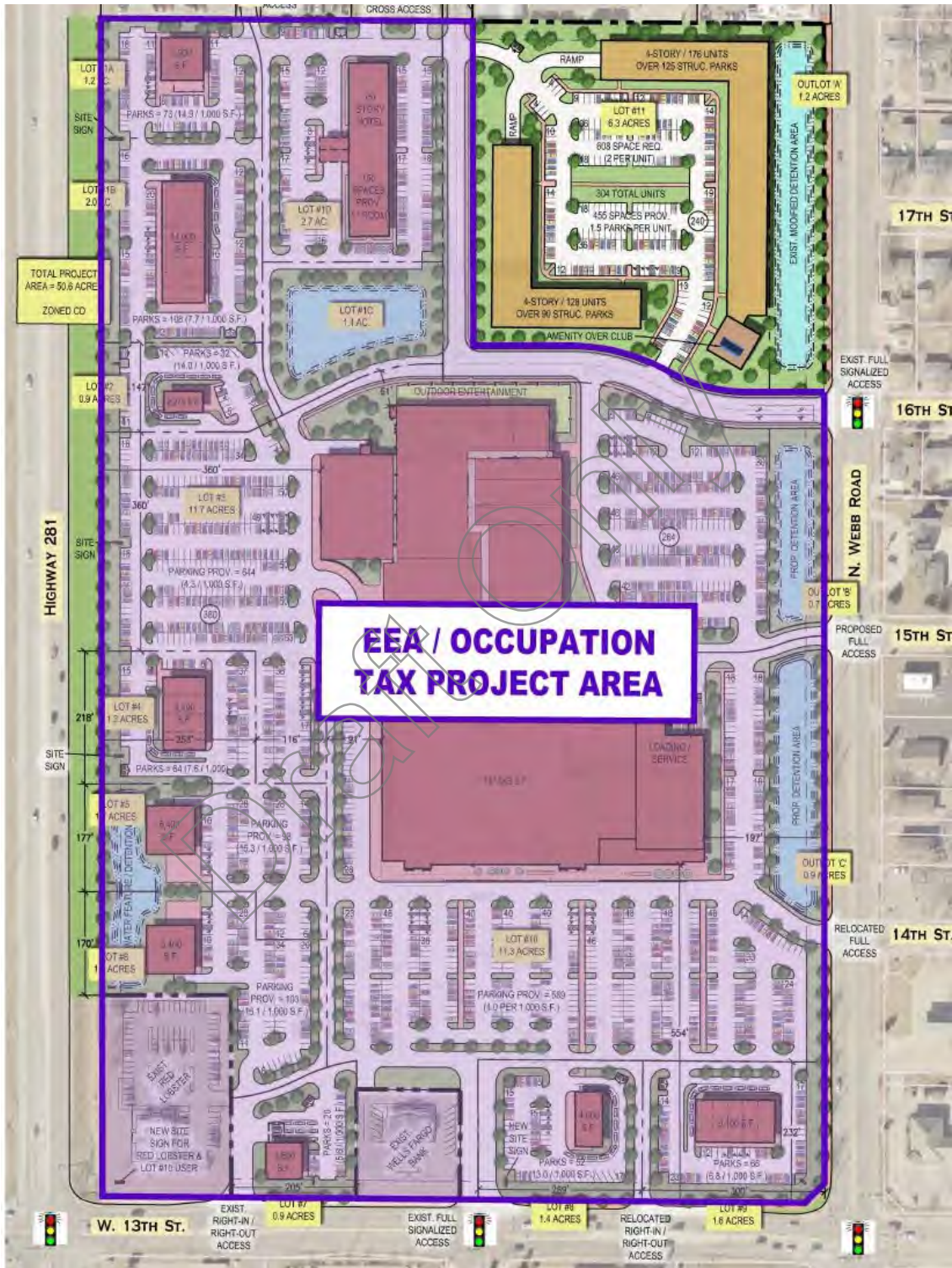
The **Project Site** is the area where it is proposed that:

- The tax increment financing (“**TIF**”) will be applied to capture the tax increment to fund public improvements and enhancements; and



“TIF Area”

- The Enhancement Employment Area (“EEA”) will be designated which will allow the levy of the proposed 1.5% occupation tax (“EEA / Occupation Tax”).



“EEA/OccupationTaxArea”

Redevelopment Project Area:

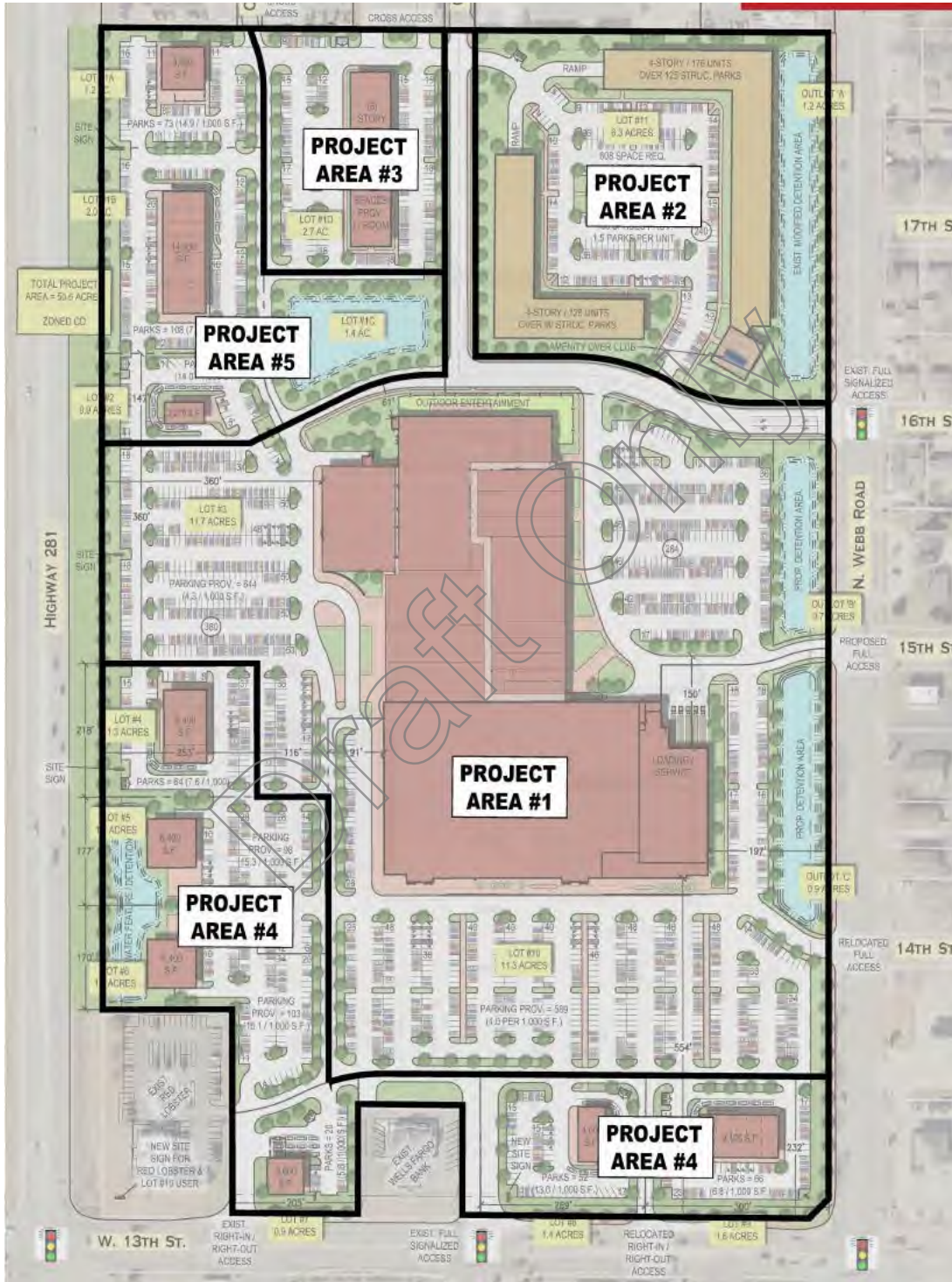
The “Redevelopment Project Area” is the area where it is proposed that the Redevelopment Project’s public improvements and enhancements will be implemented:



“Redevelopment Project Area”

Sub-Redevelopment Project Areas:

The Redevelopment Project Area may be redeveloped in up to five different phases (individual “Sub-Redevelopment Project Area” and collectively “Sub-Redevelopment Project Areas”) as described below:



“Sub-Redevelopment Project Area”

Depending upon market conditions, certain Sub-Redevelopment Project Areas may be simultaneously developed and/or implemented in different numerical order than listed above. The redevelopment contract will be structured so it allows the Redeveloper to add buildings and improvement for up to ten years. No single Sub-Redevelopment Project Area will be eligible for TIF for a period of more than 20 years.

Project Area’s Existing Land Use and Zoning:

The Project Site’s current land uses include retail, commercial, services and entertainment and is currently zoned, Commercial Development Zone (CD).

Tax Increment Financing and TIF Note(s):

The CRA and the City will issue the Redeveloper a tax increment financing revenue note(s), bond(s) or other form(s) of indebtedness (collectively “**TIF Note**”) in the amount of up to \$26,257,000. The TIF Note proceeds will be used to pay for the design and installation of the above-described public improvements and public enhancements.

The TIF Note will only be repaid from the incremental (increased) ad valorem real property taxes from the Project Site developed as part of the overall Redevelopment Project. The capture of the incremental ad valorem real estate taxes is proposed. The real property ad valorem taxes on the current Existing Mall Property valuation will continue to be paid to the normal taxing entities. The increased tax increment will come from development of the Project Site as the Redevelopment Project progresses in phases.

The Redeveloper expects the build out of the Project Site in Sub-Redevelopment Project Areas. The division of taxes from the Project Site for each Sub-Redevelopment Project Area, for purposes of paying the TIF Note, will occur on or before completion of each applicable phase as provided in the redevelopment contract. The TIF Note will be paid off on the earlier date of twenty years after the applicable effective date of each Sub-Redevelopment Project Area or whenever the applicable tax increment indebtedness is fully repaid (“**Tax Increment Period**”). The TIF Note will not be backed by or paid by the City, CRA or their taxpayers. In the event the incremental taxes are not sufficient to pay off the TIF Note, the Redeveloper (or its lender) will be liable and not the City or CRA. This Redevelopment Plan does not provide for the capture of incremental ad valorem real property taxes on any real estate other than the Project Site.

Statutory Pledge of Property 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 CRA hereby provides that any ad valorem tax on the Project Site for the benefit of any public body be divided for a period of twenty years after the effective date of this provision as set forth in the redevelopment contract or redevelopment contract amendment, consistent with this Redevelopment Plan. This Redevelopment Plan anticipates that the entire 60 acre Redevelopment Project will be

developed in several phases as described in this Redevelopment Plan. Woodsonia anticipates that each Sub-Redevelopment Project Area of the Redevelopment Project may constitute a new effective date for the purposes of determining the period of 20 years. Improvements for the overall Redevelopment Project may be constructed prior to the development of later phases and eligible expenses from those improvements not covered by early phases may be applied to later phases for reimbursement by TIF funds generated in the later phases. 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 CRA 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 CRA 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 CRA 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 TIF Note.

Occupation Tax Enhanced Employment Area (EEA) and EEA Notes:

This Redevelopment Plan includes a proposal for the designation of the Project Site as an Enhanced Employment Area (EEA) within the Extremely Blighted and Substandard Area. To designate the Project Site as an EEA pursuant to the Act, the Redevelopment Project Area cannot exceed six hundred acres. In addition, the EEA will need to result in at least fifteen (15) new employees and new investment of at least one million dollars (\$1,000,000.00). Any business that has 135,000 square feet or more and annual gross sales of ten million dollars or more shall provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months. [§18-2116]

The Act authorizes the City and CRA to implement and provide grants for public improvements, public enhancements and redevelopment project improvements in order to accomplish the proposed Redevelopment Project within the EEA in accordance with the

Redevelopment Plan. The City and CRA believes that the redevelopment of the Redevelopment Project Area and Enhanced Employment Area are in the vital and best interest of the City and is in furtherance of the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable laws.

The CRA and the City will issue the Redeveloper EEA / Occupation Tax note(s), bond(s) or other form(s) of indebtedness (collectively “**EEA Note**”) in the amount of up to \$36,763,000. The EEA Note proceeds will be used to pay for the design and installation of the above-described public improvements and public enhancements.

The City may levy a general business occupation tax upon categories of businesses within the Enhanced Employment Area for the purpose of paying all or any part of the costs of the eligible improvements and enhancements. The City and CRA will pledge the EEA / Occupation Tax generated from the EEA to repay the EEA Notes.

The Redeveloper expects the build out of the Project Site in Sub-Redevelopment Project Areas. The division of the EEA / Occupation Tax of the Project Site for each Sub-Redevelopment Project Area may be provided in the redevelopment contract. The EEA Note will be paid off on the earlier date of thirty years after the applicable effective date of each Sub-Redevelopment Project Area or whenever the applicable EEA / Occupation Tax indebtedness is repaid (“**EEA / Occupation Tax Period**”). The EEA Note will not be backed by or paid by the City, CRA or their taxpayers. In the event the EEA / Occupation Tax is not sufficient to pay off the EEA Note, the Redeveloper (or its lender) will be liable and not the City or CRA. This Redevelopment Plan does not provide for the capture of the EEA / Occupation Tax on any real estate other than the Project Site.

CRA Funding Contribution:

The CRA may file with the City an estimate of the amounts necessary to be appropriated by the City Council to defray the expense of the CRA and to defray any expenses of redevelopment plans and projects, including the payment of principal and interest on any bonds issued to pay the cost of any such redevelopment plans and projects. The Act authorizes the City to grant funds to the CRA for the purpose of carrying out any of the CRA’s powers and functions under the Act. To obtain funds for this purpose, the City may levy and collect taxes not to exceed two and six-tenths cents on each one hundred dollars upon the taxable value of the taxable property within the City and may issue and sell its bonds in the manner and within the limitations provided by the Act and prescribed by the laws of the State of Nebraska for any public purpose. [§18-2140]

To assist in the implementation of this Redevelopment Project, the City and CRA may fund and pledge up to \$4,000,000 for the purpose of paying all or any part of the costs of the eligible Redevelopment Project’s public improvements and enhancements as described herein.

Grow Grand Island Contribution:

Grow Grand Island, Inc. is a collaborative & comprehensive approach to growth and progress for the area. It focuses on 1) business growth and job creation; 2) skilled & sustainable workforce pipeline; 3) talent attraction & retention; 4) elevating the standard of living for residents; and 5) increasing engagement & collaboration. Its collaborative efforts include working with the Chamber of Commerce, Economic Development Corporation, Convention & Visitors Bureau, City of Grand Island and Hall County.

The Redeveloper is seeking a \$1.0 million public purpose grant from Grow Grand Island to bring the Redevelopment Project to fruition and generate new jobs, increase quality of life and boost Grand Island's trade area and economic growth.

City of Grand Island Contribution:

To assist in the implementation of this Redevelopment Project, and the accompanying necessary and substantial public infrastructure costs, the City may fund \$5,500,000 for the purpose of paying all or any part of the costs of the eligible public infrastructure costs and public improvements located in public right of way and easements.

REDEVELOPMENT PLAN COMPLIES WITH THE ACT:

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

1. The Redevelopment Project Area has been declared Extremely Blighted and Substandard by action of the Grand Island City Council.

Such Extremely Blighted and Substandard declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformance with the General Plan for the Municipality as a whole. [§18-2103 (27) and §18-2110]

Grand Island has adopted a general plan, known as the Comprehensive Plan on July 13, 2004, as amended ("**Comprehensive Plan**"). It is anticipated that any required changes to the overall plan of development for the Commercial Development Zone (CD) and Residential Development Zone (RD) will be interpreted as a change to the future land use map in the Comprehensive Plan. Thus, this Redevelopment Project will be consistent with the Comprehensive Plan. The Hall County Regional Planning Commission held a public hearing at their meeting on November 14, 2022 and passed Resolution 2023-05 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2111]

a. Land Acquisition:

This Redevelopment Plan for the Project Site provides for real property fee and leasehold acquisitions by the Redeveloper and other commercial entities. In appropriate situations, the City or CRA may assemble parcels and acquire the necessary fee titles, easements, leases, covenants and other property rights through voluntary negotiation in order to assist in repairs or rehabilitation of structures or improvements or to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements. If voluntary agreement is not possible and, to the extent permitted by law, the City or CRA may institute eminent domain proceedings. If the City or CRA dispose of any real property, it will be at fair value as required by the Act.

b. Demolition and Removal of Structures:

The Redevelopment Project requires the demolition of approximately 300,000 square feet of existing buildings structures and approximately 35 acres of parking lot improvements.

c. Future Land Use Plan:

The Commercial Development Zone (CD) and proposed Residential Development Zone (RD) will permit the Redevelopment Project's land uses. The Redevelopment Project is located within the corporate limits of the City and conforms to the Comprehensive Plan with approval of proposed amendments. Said zoning will cause the Redevelopment Project to be in compliance with the Comprehensive Plan. [§18-2103(27), 18-2111 and §18-2112]

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

The area is zoned Commercial Development Zone (CD). The property has historically been operated as an enclosed shopping center. The plan for a mixed-use Redevelopment Project at this location may require changes to the overall plan of development. New streets, storm drainage and other public improvements and enhancements are planned as part of the Redevelopment Project in a manner consistent with the Commercial Development Zone (CD). It is anticipated that the area identified as Project Area #2 will be rezoned for residential development. It is anticipated that TIF and EEA revenues will help offset the costs of those improvements. No

changes are anticipated in building codes or ordinances. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use:

The proposed Sub-Redevelopment Project Area will meet the Commercial Development Zone (CD) and Residential Development Zone (RD) coverage and intensity of use requirements. The overall planned density of the Redevelopment Project is less than permitted. [§18-2102 and §18-2111]

f. Additional Public Facilities or Utilities:

Sanitary sewer and water are available to support the Redevelopment Project. Both sanitary sewer and water will need to be updated and extended throughout the site. Electric utilities are sufficient for the proposed use of the Redevelopment Project Area. Electric and other utilities lines will need to be modified or extended throughout the property.

Publicly and privately owned utilities are not expected to be negatively impacted by the Redevelopment Project. [§18-2103(28) and §18-2111] TIF and EEA / Occupation Tax revenues will be used to help offset the cost of any public and private utility improvements.

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation:

This Redevelopment Plan will not require the displacement or relocation of individuals or families. [§18-2103.02]

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

No members of the CRA hold an interest in property within the Redevelopment Project Area.

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

(a) Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to the Redeveloper.

See attached Exhibit A for Redevelopment Project Budget. The Redeveloper will acquire the initial Project Site for \$16,000,000. In appropriate situations, the City or CRA may assemble parcels and acquire the necessary fee titles, easements, leases, covenants and other property rights in order to assist in repairs or rehabilitation of structures or improvements or to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other

improvements. The cost for rehabilitation and demolition of the existing structures are estimated at \$39,600,000 and onsite improvements, including the extension of utilities are estimated at \$8,800,000. TIF eligible expenses and EEA / Occupation Tax eligible expenses are estimated to exceed \$67,000,000. Final figures shown in Exhibit A are estimates and subject to changes based upon specific site plans, design specifications, City approvals and public regulations.

In appropriate situations, the City or CRA may assemble parcels and acquire the necessary fee titles, easements, leases, covenants and other property rights through voluntary negotiation in order to assist in repairs or rehabilitation of structures or improvements or to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements.

(b) Statement of proposed method of financing the Redevelopment Project.

Outside of the TIF, EEA / Occupation Tax, CRA Funding Contribution, Grow Grand Island Funding Contribution and City of Grand Island Funding Contribution as described above, the Redeveloper will provide all necessary financing for the balance of the Redevelopment Project.

(c) Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this Redevelopment Plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an CRA 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 CRA has considered these elements in proposing this Redevelopment Plan. This Redevelopment Plan 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, commercial development and recreational / entertainment opportunities within the City of Grand Island and encouraging infill development.

8. Time Frame for Development

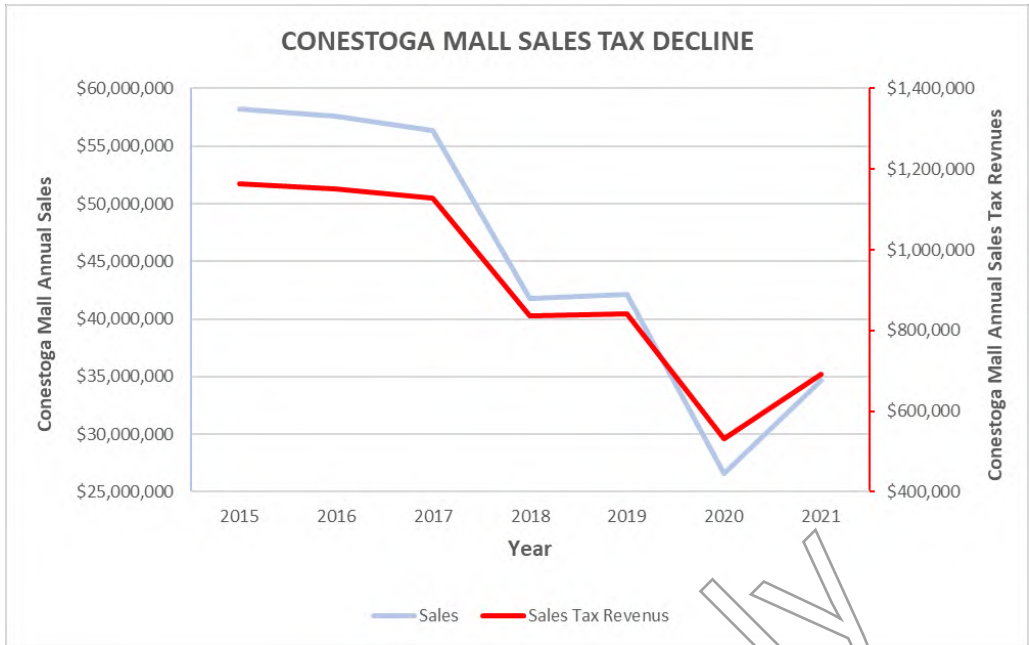
The Redevelopment Project is anticipated to begin in 2023. The Redevelopment Plan will include up to five Sub-Redevelopment Project Areas and will likely span the course of a maximum ten-year period between 2023 and 2033. It is anticipated that this Redevelopment Plan and the accompanying incentives facilitated to support the Redevelopment Plan will result in increased property values, sales taxes and significant economic stimulus to the City beginning in 2024 and continuing thereafter for decades to come – See attached Exhibit B.

9. Justification of Project

(A) LOSS PREVENTION:

As discussed in the Introduction above, the Conestoga Mall has been an integral part of Grand Island’s community for nearly 50 years, dating back to its original construction in 1971. However, with the rise of e-commerce, the loss of three of the four primary mall anchors and the lack of investment, the Existing Mall Property has struggled to thrive in this changing retail environment. The Existing Mall Property has been in steady decline with property tax valuations dropping approximately \$10,000,000 (50%) over the past 20 years and tenant sales falling over 40% over the prior eight years.





The Existing Mall Property is rapidly declining and without direct intervention, it is expected to continue to decay and progress in its Extremely Blighted and Substandard state. See Enclosed Exhibit D – Extremely Blighted Determination Study completed by Marvin Planning Consultants. Further, an asbestos inspection was conducted by Heartland Testing & Consulting, which details the significant asbestos remediation requirements.

(B) FORWARD BENEFIT:

The Retail Sales Impact Analysis for the Conestoga Mall Redevelopment, completed by Canyon Research (Exhibit C) (“**Market Study**”), estimated the Grand Island MSA retail sales leakage of between \$61.4 million to \$81.7 million. According to the Market Study, the proposed Conestoga Marketplace is forecast to generate stabilized annual sales of \$150.9 to \$165.1 million (\$146.2 to \$160.1 million excluding hotel sales), with net new sales to the City of Grand Island estimated to account for 42 to 51 percent of total annual sales.

**Proposed Conestoga Mall Redevelopment
Estimated Sales**

Trade Area	Annual Sales	
	Low	High
Estimated Retail Sales*	\$146,250,850	\$160,133,675
Primary Trade Area	\$51,187,798	\$64,053,470
Secondary Trade Area	\$7,312,543	\$11,209,357
Tertiary Trade Area	\$2,925,017	\$6,405,347
Total Net New Sales	\$61,425,357	\$81,668,174
% of Total	42.00%	51.00%

*Notes: Excludes Hotel Sales.

Secondarily, the direct net new sales generated by the Redevelopment Project and captured by the City of Grand Island would also produce a spinoff effect on Grand Island’s retail market in the form of indirect sales, estimated at \$24.6 million to \$32.7 million.

Lastly, based on the Redeveloper’s projections, and upon opening of all Sub-Project Redevelopment Areas, the Redevelopment Project would create approximately \$2,295,844 in Annual Sales Tax Revenue for the City of Grand Island, \$252,525 in additional Food & Beverage Occupation Tax shortly after the opening of Conestoga Marketplace and beginning in year 21 approximately \$2,803,189 in additional property taxes. See attached Exhibit B for City of Grand Island Fiscal Benefit.

10. Cost Benefit Analysis:

Section 18-2113 of the Act further requires the CRA to conduct a cost benefit analysis of the Redevelopment Plan in the event that TIF will be used. This analysis must address specific statutory issues. In addition to the analysis below, the attached Exhibit E provides for a detailed “But For” Analysis.

As authorized by the Act the City analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately \$73,519,829 in public funds from TIF, EEA / Occupation Tax, CRA Funding Contribution provided by the CRA and City, City of Grand Island Funding Contribution and Grow Grand Island Funding Contribution will be required to complete the Redevelopment Project. This investment by the City and CRA will leverage \$148,065,000 in private sector financing for a total of \$221,584,845. See attached Exhibit A for Redevelopment Plan Source and Use of Funds.

Tax Revenue. The redeveloped 60 acre Project Site is anticipated to have a January 1, 2024, valuation of approximately \$8,000,000. Based on the 2022 levy this would result in a real property tax of approximately \$171,763. It is anticipated that the assessed value will increase by \$107,100,000 upon full completion, as a result of the site redevelopment. This Redevelopment Project will result in an estimated tax increase of over \$2,127,722 annually. The tax increment gained from the Project Site would not be available for use as city general tax revenues, for the period of the TIF Note, but would be used for eligible redevelopment improvements and enhancements to enable this Redevelopment Project to be realized.

Estimated 2024 assessed value:	\$ 8,000,000
Estimated value after completion	\$ 107,100,000
Increment value	\$ 99,100,000
Annual TIF generated (estimated)	\$ 2,127,222
TIF Note issue	\$ 26,257,076

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

The Project Site currently has an estimated valuation of \$8,000,000. The proposed Redevelopment Project will create additional valuation of \$99,100,000 over the course of the next ten years. The Redevelopment Project creates additional valuation that will support taxing entities long after the Redevelopment Project is paid off along with providing approximately 305 additional housing units, modernized retail / commercial space and a state-of-the-art entrainment / recreational opportunity. The tax shift from the Redevelopment Project will be equal to the total of the TIF Note principal of \$26,257,076 when fully funded and any associated interest on the TIF Note to be assigned with the redevelopment 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 wastewater facilities will not be negatively impacted by this Redevelopment Project. The utility systems have sufficient capacity to support the Redevelopment Project. The infill development will connect to existing and improved lines with capacity. Fire and police protection are available and should not be negatively impacted by this Redevelopment Project. Public transportation and public parks are also available and should not be negatively impacted by this Redevelopment Project.

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

The Redevelopment Project will serve as a major catalyst for transforming the deteriorating mall, which is currently over 50% vacant, with three of the four major anchors vacating the mall and eliminating their accompanying employees.

This Redevelopment Project will not only stop the existing deterioration but will reposition and expand Grand Island's prime commercial and retail trade areas. The Redevelopment Project will be anchored by a nation's top retail operator. At project stabilization, the new and existing retailers are expected to employ over 500 new full-time equivalent positions. In addition, construction employment on the anticipated \$190,000,000 in construction costs will increase during the anticipated 24 – 48 months construction phases.

(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 Redevelopment Project Area; and

As outlined in the Market Study (Exhibit C), the Redevelopment Project is anticipated to create an additional \$24.6 million to \$32.7 million in ancillary "spin off" sales for surrounding businesses in the immediate area. This increased demand will result in additional employment opportunities within the immediate area. The construction of the Redevelopment Project over the build out period will provide incremental local sales to support construction and material workers during that time. This will also result in modest upward pressure for jobs in the service and retail sector in other parts of the City.

(e) Impacts on the Student Populations of School Districts within the City.

The Redevelopment Project includes residential development. Thus, there may be an increase in school age children and education cost impacts. The Grand Island Public School District will not receive taxes from the mixed-use Redevelopment Project built during the Tax Increment Period. To the extent that job opportunities may encourage the relocation of other families outside the Redevelopment Project Area with school-age students to the City, these students would likely be located across attendance areas and would have the benefit of the property taxes paid toward these residential units in the School District. After the TIF Bond is paid, or at the end of the respective 20 years of division of taxes, whichever is sooner, the increased valuation from the Redevelopment Project will be available to the School District as well as all the other taxing entities.

The proposed development is expected to include 305 residential units ranging from 1 to 3 bedrooms in each unit. The mix of unit types has not been determined. The average number of persons per household in Grand Island for 2017 to 2021 according to the American Community Survey is 2.57. According to current census numbers 20.2% of the population of Grand Island was between the ages of 5 and 18. If the averages hold it would be expected that 784 people would be housed at this location and there would be a maximum of 158 school age children generated by this development. The final mix of unit types is likely to result in a lower number of school age residents.

(f) *Any other impacts determined by the CRA to be relevant to the consideration of costs and benefits arising from the Redevelopment Project.*

Dating back to 2017, 25% of United States malls have closed their doors due to record-high vacancy rates, drops in foot traffic and lack of updated entertainment offerings. Changes in retail trade, shopping patterns and the impact of the COVID-19 pandemic also created issues. As with countless other shopping centers, Conestoga Mall has struggled via its exposure to faltering anchor Tenants, including Younker’s, JC Penney, and Sears.

While the use of TIF will defer the incremental ad valorem real property taxes generated by the Redevelopment Project for up to 20 years, there will be additional revenue generated by the Redevelopment Project. For example, increase sales taxes paid by customers, employees and neighbors dining, shopping and using services. This Redevelopment Project will also require substantial purchases of materials during construction. A sizable portion of the construction materials delivered to the construction site will be subject to local sales tax of 1.5%. Materials purchased will result in increased local sales tax which will benefit the City.

EXHIBIT A

Redevelopment Plan Budget

REDEVELOPMENT PROJECT BUDGET - CONESTOGA MARKETPLACE							
CATEGORY	TOTAL PROJECT COSTS	PRIVATELY FUNDED	TIF	EEA	CRA	GROW GRAND ISLAND	CITY OF GRAND ISLAND FUNDS
TOTAL PROPERTY ACQUISITION	\$16,000,000	\$0	\$5,000,000	\$11,000,000	\$0	\$0	\$0
TOTAL SITE PREPERATION	\$4,450,000	\$0	\$0	\$4,450,000	\$0	\$0	\$0
TOTAL UTILITY / SITE WORK	\$8,784,845	\$0	\$1,160,000	\$2,124,845	\$0	\$0	\$5,500,000
TOTAL HARD CONSTRUCTION COSTS	\$180,350,000	\$139,065,016	\$17,097,076	\$19,187,908	\$4,000,000	\$1,000,000	\$0
TOTAL SOFT COSTS	\$12,000,000	\$9,000,000	\$3,000,000	\$0	\$0	\$0	\$0
TOTALS:	\$221,584,845	\$148,065,016	\$26,257,076	\$36,762,753	\$4,000,000	\$1,000,000	\$5,500,000

EXHIBIT B

City Benefit

CONESTOGA REDEVELOPMENT - CITY BENEFIT - 30 YEARS (Assumes 1.50% Growth Rate)			
Category	Annual Revenue	Project Duration (Years)	Total
City Sales Tax	\$3,061,125	30	\$114,910,596
Food & Beverage Occupation Tax	\$252,525	30	\$9,479,546
City Property Tax Years 21 - 30	\$2,805,809	10	\$30,029,792
Material Tax	\$830,943	1	\$830,943
TOTAL			\$155,250,877

GRAND ISLAND CITY SALES TAX REVENUES (2.00% SALES TAX)			
Site	Use	Annual Sales	City Sales Tax Revenues
Lot 1D - Hotel	Hotel	\$5,000,000	\$100,000
Lot 1A - Restaurant	Restaurant	\$1,715,000	\$34,300
Lot 1B - Multi-Tenant Retail	Retail	\$4,900,000	\$98,000
Lot 1C - Retail	Retail	\$3,500,000	\$70,000
Lot 2 - Restaurant / Retail	Retail	\$1,706,250	\$34,125
Lot 3 - Mall	Retail	\$55,825,000	\$1,116,500
Lot 4 - Restaurant / Retail	Retail	\$2,560,000	\$51,200
Lot 5 - Restaurant	Restaurant	\$2,560,000	\$51,200
Lot 6 - Restaurant	Restaurant	\$2,560,000	\$51,200
Lot 7 - Restaurant / Retail	Retail	\$2,000,000	\$40,000
Lot 8 - Restaurant / Retail	Retail	\$2,000,000	\$40,000
Lot 9 - Restaurant / Retail	Retail	\$2,730,000	\$54,600
Lot 10 - Anchor	Retail	\$66,000,000	\$1,320,000
TOTAL ANNUAL		\$153,056,250	\$3,061,125

GRAND ISLAND PROPERTY TAX REVENUES YEARS 21 - 30			
Year	Use	Valuation	New City Property Tax Revenues
21	Total Project	\$130,682,353	\$2,805,809
TOTAL ANNUAL			\$2,805,809

EXHIBIT B [CONTINUED]

GRAND ISLAND FOOD AND BEVERAGE RETAILERS OCCUPATION TAX (1.50% TAX)			
Site	Use	New Annual Sales	New City Sales Tax Revenues
Lot 1D - Hotel	Hotel	\$500,000	\$7,500
Lot 1A - Restaurant	Restaurant	\$1,715,000	\$25,725
Lot 1B - Multi-Tenant Retail	Retail	\$500,000	\$7,500
Lot 1C - Retail	Retail	\$0	\$0
Lot 2 - Restaurant / Retail	Retail	\$0	\$0
Lot 3 -Mall	Retail	\$5,000,000	\$75,000
Lot 4 - Restaurant / Retail	Retail	\$0	\$0
Lot 5 - Restaurant	Restaurant	\$2,560,000	\$38,400
Lot 6 - Restaurant	Restaurant	\$2,560,000	\$38,400
Lot 7 - Restaurant / Retail	Retail	\$0	\$0
Lot 8 - Restaurant / Retail	Retail	\$1,500,000	\$22,500
Lot 9 - Restaurant / Retail	Retail	\$500,000	\$7,500
Lot 10 - Anchor	Retail	\$2,000,000	\$30,000
TOTAL ANNUAL		\$16,835,000	\$252,525

GRAND ISLAND MATERIAL SALES TAX			
Year	Use	Estimated Purchased Material Cost	New City Sales Tax Revenues
1	Total Project	\$55,396,211	\$830,943
TOTAL ANNUAL			\$830,943

*Assumes 50% Project Material Purchased In Grand Island

EXHIBIT C

[Enclosed Market Retail Study – Canyon Research]

Draft Only



Prepared For:
Woodsonia Hwy 281, LLC

RETAIL SALES IMPACT ANALYSIS
Conestoga Mall Redevelopment
Grand Island, Nebraska

Draft

Canyon Research Southwest, Inc.
505 Ellicott Street, Suite A202
Buffalo, NY 14203
October 2022

CANYON RESEARCH SOUTHWEST, INC.

COMMERCIAL REAL ESTATE RESEARCH AND ANALYSIS

**RETAIL SALES IMPACT ANALYSIS
CONESTOGA MALL REDEVELOPMENT
13th STREET AND U.S. HIGHWAY 281
GRAND ISLAND, NEBRASKA**

October 2022

Draft Only

Prepared for:

Woodsonia Hwy 281, LLC
20010 Manderson Street, Suite 101
Elkhorn, NE 68022

Prepared by:

Canyon Research Southwest, Inc.
505 Ellicott Street, Suite A202
Buffalo, NY 14202

PR# 2022.09.02

505 ELLICOTT STREET, SUITE A202 / BUFFALO, NY 14203 / (716) 327-5576

CANYON RESEARCH SOUTHWEST, INC.

COMMERCIAL REAL ESTATE RESEARCH AND ANALYSIS

October 3, 2022

Drew Snyder
Woodsonia Hwy 281, LLC
20010 Manderson Street, Suite 101
Elkhorn, NE 68022

Re: Request for Proposal – Retail Sales Impact Study
Conestoga Mall Redevelopment; Grand Island, Nebraska

Mr. Snyder,

Canyon Research Southwest, Inc. has prepared the attached *Retail Sales Impact Analysis* for a proposed for the proposed redevelopment of Conestoga Mall located at 13th Street and U.S. Highway 281 in Grand Island, Nebraska. The purpose of study is to estimate sales for the proposed New Anchor Store (“New Anchor Store”), entertainment, retail shops, restaurants, and hotel and net new sales captured by the City of Grand Island, Nebraska.

Upon review of the report, should any questions arise, or additional information requested, contact me directly at (716) 327-5576.

Respectfully submitted,

CANYON RESEARCH SOUTHWEST, INC.

Eric S. Lander, Principal

505 ELLICOTT STREET, SUITE A202 / BUFFALO, NY 14203 / (716) 327-5576

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Canyon Research Southwest, Inc.	

SUMMARY OF MAJOR FINDINGS

Canyon Research Southwest, Inc. has prepared the attached *Retail Sales Impact Analysis* for the proposed redevelopment of Conestoga Mall located at 13th Street and U.S. Highway 281 in Grand Island, Nebraska. The study estimates sales for the proposed New Anchor Store, entertainment / theater operator, retail shops, restaurants, and hotel and net new sales captured by the City of Grand Island, Nebraska. The study's major findings are summarized below.

Trade Area Demographics

The proposed redevelopment of the Conestoga Mall will support retail trade areas defined as a primary trade area within a 30-minute drive time, a secondary trade area within a 40-minute drive time, and a tertiary trade area within a 50-minute drive time.

A trade area's population demographics play a significant role in the demand for retail goods and services. Of specific importance to the level and composition of a trade area's supportable retail market are population growth, age distribution, educational attainment, and household income.

The primary trade area within a 30-minute drive from the Conestoga Mall site supports a current population of 92,493 residents, of which just 56.6 percent are Grand Island residents. The primary, secondary, and tertiary trade area population is estimated at 166,105, with the City of Grand Island accounting for just 31.5 percent of the total trade area population. **Given Grand Island's status as a region shopping destination, this population disparity suggests the city captures significant retail sales from nonresidents.**

The population groups having the greatest impact on future retail expenditures include children (0 to 14 years) and family/working adults (35-44 years). These age groups favor retail expenditures on apparel, accessories, groceries, sporting goods, music, consumer electronics, eating and drinking places, entertainment, and general merchandise.

Trade area residents on average are slightly less educated than the statewide norm, supporting higher rates of high school graduates as the highest level of educational attainment and lower rates of residents 25 years and over possess an Associate degree or better. These lower educational attainment trends are common within rural communities. The trade area's educational attainment rates will be more relevant on income levels than the retail expenditure patterns.

The entire trade area's median household income of \$62,551 compares to the statewide median of \$63,015, with slightly lower rates of households earning less than \$35,000 and high-income households earning \$100,000 or more. Households earning \$35,000 to \$99,999 annually account for 46.3 percent of the trade area households which exceeds the statewide rate. Income levels and purchasing power for trade area households are only marginally lower than the state. The net effect is achievable household retail expenditures comparable the state norm.

Competitive Retail Market Conditions

Grand Island serves as a regional shopping destination attracting customers from well outside the City limits. Much of the reason for Grand Island's regional draw is the presence of a large cluster of major retailers not operating stores within a 40+ minute drive time.

Since fiscal year 2015-16, sales tax receipts collected by the City of Grand Island have increased at an impressive average annual rate of 11.8 percent. The strong gains in sales tax collections are an indication of Grand Island's regional retail draw and the ability to attract shoppers and retail expenditures from outside the city limits.

By the third quarter 2022 the inventory of retail space in the Grand Island market totaled 5.15 million square feet, operating at a healthy vacancy rate of 5.5 percent. From 2010 through 2021, 202,305 square feet of retail space was constructed in the Grand Island market and 232,761 square feet of retail space was absorbed. With net space absorption outpacing new additions to supply, the overall retail vacancy rate for the Grand Island market has remained healthy.

Grand Island supports two principal retail corridors. Locust Avenue south of Bismark Road represents the older commercial corridor featuring a mix of chain restaurants, strip centers, and hotels. Highway 281 represents the new retail corridor with large-scale shopping centers such as Northwest Commons, Eagle Run, Grand Corners, and Conestoga Mall anchored by national big-box retailers. Notable retailers operating along Highway 281 include Walmart, Sam's Club, Dillard's, Best Buy, Kohl's, TJ Maxx, Home Depot, and Menards.

Grand Island's resident population of 52,335 and estimated TAC of 74,239 residents illustrates the city's well above average capture of retail sales from nonresidents. The large concentration of national retailers and distance to alternative shopping destinations in Lincoln, Omaha, and Kearney accounts for the high trade area capture.

Grand Island's pull factor of 1.42 indicates a retail sales capture at a rate 42 percent greater than the statewide average. The pull factor suggests that nonresidents have a significant impact on Grand Island's taxable retail sales.

Conestoga Mall's location within a regional shopping destination in the heart of the Highway 281 retail corridor offers the site characteristics that are favorable for supporting redevelopment with a mix of anchor retailers, entertainment, small shops, and restaurant uses.

Retail Sales Estimates

Based on trade area demographics, the status of Grand Island as a regional shopping destination, and the level of direct competition, stabilized sales for the proposed redevelopment of Conestoga Mall are estimated at \$151 to \$165 million. Net new retail sales (excludes hotel revenues) to the City of Grand Island are estimated to account for 42 to 51 percent of total store sales, amounting to \$61.4 million to \$81.7 million. These additional net new sales captured by the City of Grand Island would prove to increase the City's pull factor from a current rate of 1.42 to a range of 1.48 to 1.50.

The direct net new sales generated by the proposed Conestoga Mall redevelopment and captured by the City of Grand Island would also produce a spinoff effect on Grand Island’s retail market in the form of indirect sales, estimated at \$24.6 million to \$32.7 million annually.

**Proposed Conestoga Mall Redevelopment
Estimated Out-of-Town Sales**

Trade Area	Annual Low	Sales High
Estimated Retail Sales	\$146,250,850	\$160,133,675
Primary Trade Area	\$51,187,798	\$64,053,470
Secondary Trade Area	\$7,312,543	\$11,209,357
Tertiary Trade Area	\$2,925,017	\$6,405,347
Total Out-of-Town Sales	\$61,425,357	\$81,668,174
% of Total	42.0%	51.0%

Notes: *Excludes hotel sales.

Draft Only

**RETAIL SALES IMPACT ANALYSIS
CONESTOGA MALL REDEVELOPMENT
13th STREET AND HIGHWAY 281
GRAND ISLAND, NEBRASKA**

October 2022

Draft Only

INTRODUCTION

Study Objective and Organization

Plans call for redevelopment of Conestoga Mall located at 13th Street and Highway 281 in Grand Island, Nebraska. The purpose of *Retail Sales Impact Analysis* is to estimate the sales for the proposed New Anchor Store, entertainment / theater operator, retail shops, restaurants, and hotel and net new sales captured by the City of Grand Island, Nebraska.

The *Retail Sales Impact Analysis* is segmented into four sections, including: 1) a trade area demographic analysis, 2) retail market analysis, 3) site evaluation, and 4) retail sales projections for the New Anchor Store, entertainment / theater operator, junior anchors, and restaurants.

The Demographic and Economic Analysis section will identify the trade area's demographic characteristics including population and household growth trends, household types, household incomes, and educational attainment. The trade area's demographic profile affects consumer spending patterns.

The Retail Market Analysis section measures Grand Island's historic trends in retail sales, trade area capture, retail pull factor, survey of existing major anchor and junior anchor stores, movie theaters, and national chain restaurants operating in Grand Island, and trade area retail sales for department stores, junior anchors, entertainment, and restaurants.

The Site Analysis evaluates the property's ability to facilitate redevelopment of the Conestoga Mall into the proposed anchored shopping center. Evaluation criteria include parcel size; visibility and exposure; accessibility; traffic counts; critical mass of retail space; and direct competition.

Based on the study findings annual retail sales at stabilization for the proposed retail components will be forecast and net new sales captured by the City of Grand Island estimated.

Project Overview

Conestoga Mall is an enclosed shopping mall located at 13th Street and Highway 281 in Grand Island, Nebraska. Ericson Development of Edina, Minnesota, built the mall in 1974, anchored by Miller & Paine and Brandeis. Later mall expansions brought Sears, JC Penney, and J.M. McDonald, a regional department store chain. Dillard's purchased Miller & Paine in 1988, and Younkers purchased Brandeis in 1987. Best Buy serves as a junior anchor, located in a portion of the former J.M. McDonald space. At 545,000 square feet of retail space on 57 acres, Conestoga Mall is the largest enclosed shopping mall between Lincoln, Nebraska and Denver, Colorado.

The Younkers store closed in August 2018 with the liquidation of its owner, Bon-Ton Stores. The Sears store closed in early 2019 as part of the retailer's plan to close 40 stores. The JC Penney store closed in October 2020. Dillard's is the mall's only remaining anchor tenant. Other notable mall tenants include AMC Theatres, American Eagle Outfitters, Bath & Body Works, Buckle, Foot Locker, JoAnn Fabrics, Maurices, and rue21.

In 2003, J. Herzog & sons purchased the mall from the Richard E. Jacobs Group and in 2017, New York-based Namdar Realty Group purchased the property.

Woodsonia Hwy 281, LLC has plans to redevelop the 50.6-acre Conestoga Mall property with the conceptual project plan depicted on page 3. Referred to as the Conestoga Marketplace, the plan calls for the mall property to be transformed into a mixed-use development featuring anchor tenants, small shop space, ten outparcels accommodating restaurants and retail shops, a 150-room hotel, and 304 apartment units over structured parking. At build-out, the Conestoga Marketplace will occupy 366,938 square feet of retail space, 150 hotel rooms, and 304 apartment units.

Approximately 150,000 square feet of the mall’s existing retail space will remain and be upgraded to include the 25,000 square foot Best Buy store, 38,000 square foot movie theatre/entertainment complex, and 87,000 square feet of shop space. A new 147,863 square foot New Anchor Store will serve as the project’s major anchor tenant.

Conestoga Mall Redevelopment Plan

Lot #	Acres	Use	Building Sq. Ft.	Dwelling Units	Hotel Rooms
1A	1.2	Outparcel - Restaurant	4,900		
1B	2.0	Outparcel - Retail Shops	14,000		
1C	1.4	Outparcel - Retail Shops	10,000		
1D	2.7	Hotel			150
2	0.9	Outparcel - Restaurant	2,275		
3	12.9	Existing Mall Shops	87,000		
		Existing Best Buy	25,000		
		Movie Theatre/Entertainment Complex	38,000		
4	1.2	Outparcel - Retail Shops	8,400		
5	1.7	Outparcel - Restaurant	6,400		
6	1.8	Outparcel - Restaurant	6,400		
7	0.9	Outparcel - Restaurant	3,600		
8	1.4	Outparcel - Restaurant	4,000		
9	1.6	Outparcel - Restaurant	9,100		
10	12.3	Anchor Store	147,863		
11	7.5	Apartments		304	
Totals	49.5		366,938	304	150



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DEMOGRAPHIC ANALYSIS

This section of the report examines consumer-related demographic factors impacting the proposed redevelopment of the Conestoga Mall into the Conestoga Marketplace, including population and household growth trends, age distribution, educational attainment, and household income. Demographic data was provided by Esri Business Analyst, a national demographic research firm. Quantifying these demographic characteristics will assist in projecting future sales for the proposed redeveloped Conestoga Marketplace.

Trade Area Defined

Customers residing closest to the proposed Conestoga Marketplace will have the greatest impact on store sales, with customer influence diminishing as the distance increases. Trade areas are usually divided into three categories or zones of influence, each of which is defined below.

Primary Trade Area: The primary trade area draws 70 to 80 percent of a retail store's regular customers.

Secondary Trade Area: The secondary trade area generates about 15 to 20 percent of a store's total sales.

Tertiary Trade Area: The tertiary trade area forms the broadest area from which a store draws customers. The tertiary trade area generates a small percentage of store sales.

Grand Island, Nebraska serves as a regional shopping destination for south-central Nebraska. Other factors influencing the retail trade area composition include the location of sister stores, extent of direct competition, area transportation network and drive times, population density, and geographic barriers.

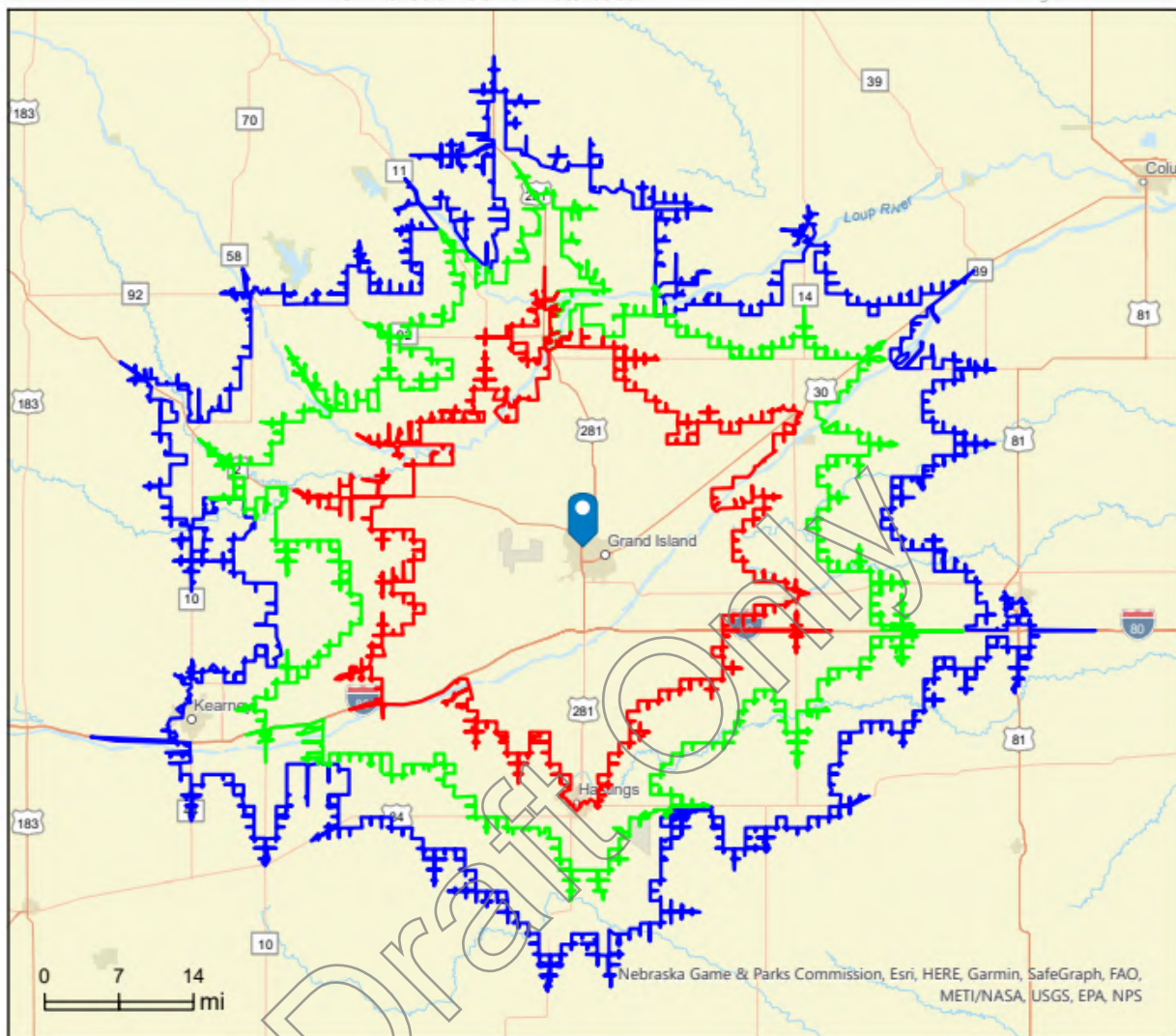
Target, for example, operates 14 stores in Nebraska, including six in Omaha and three in Lincoln. The closest Target stores to Grand Island is in Kearney, Nebraska 43 miles to the west along Interstate 80. The closest Target store to the east is in Lincoln, 99 miles from Grand Island. For further comparison, Walmart operates 42 stores in Nebraska with two locations in Grand Island. The closest other Walmart stores are in Hastings 21 miles to the south, York 40 miles to the east, and Kearney 41 miles to the west

Grand Island's regional transportation network includes Interstate 80 providing east-west access throughout Nebraska, linking Grand Island with Lincoln and Omaha to the east and Kearney to the west. U.S. Highways 281/34 provide north-south access to such area cities as Hastings, Doniphan, and St. Paul. Therefore, the Conestoga Marketplace site benefits from excellent regional access and the opportunity to capitalize on a large trade area population and customer base. The retail trade areas for the proposed Conestoga Marketplace are defined as a primary trade area within a 30-minute drive time, a secondary trade area within a 40-minute drive time, and a tertiary trade area within a 50-minute drive time. The trade areas boundaries are illustrated on the following page.

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Conestoga Marketplace Retail Trade Areas



A trade area's population demographics play a significant role in the demand for retail goods and services. Of specific importance to the level and composition of a trade area's supportable retail market are population growth, age distribution, educational attainment, and household income. The balance of this section of the study will address the Conestoga Mall's trade area demographics.

Population Growth Trends

Trade area population size and growth are key components for quantifying supportable retail sales volumes. The table below outlines trade area population growth from 2010 through 2022 as well as 5-year population projections through 2027.

Trade Area Population Trends

Year	Trade Area			Total Population
	Primary	Secondary	Tertiary	
2010 Census	86,814	27,129	44,466	158,409
2020 Census	91,771	26,889	46,431	165,091
2022 Estimate	92,493	26,775	46,837	166,105
2027 Forecast	92,104	26,750	47,440	166,294

Source: Esri Business Analyst.

From 2010 to 2022, the entire trade area within a 50-minute drive time recorded steady population growth, increasing by 4.9 percent, adding nearly 7,700 new residents. By 2022, the primary, secondary, and tertiary trade area population totaled 166,105. The trade area’s steady population growth has fueled a growing demand for retail goods and services and the size of the population is sufficient to support a diverse and deep retail market. From 2022 through 2027, Esri Business Analyst forecasts the trade area population to remain flat, reaching 166,294 residents.

The City of Grand Island with 52,335 residents (U.S. Census estimate as of July 1, 2021) accounts for just 31.5 percent of the total trade area population. Given Grand Island’s status as a region shopping destination, this population disparity suggests the city captures significant retail sales from nonresidents.

The primary trade area within a 30-minute drive time from the Conestoga Mall site supports a current population of 92,493 residents, of which 56.6 percent are Grand Island residents. From 2010 to 2022, the primary trade area population increased by 6.5 percent, adding 5,679 residents. By 2027, the primary trade population is forecast to decrease by 0.4 percent. The primary trade area population outside of Grand Island consists primarily of rural communities with a limited retail base, providing the opportunity to capture retail sales from outside of the city.

The secondary trade area within a 30- to 40-minute drive from the Conestoga Mall site supports a current population of 26,775 residents, totaling 119,268 residents within a 40-minute drive time. From 2010 to 2022, the secondary trade area population declined by 1.3 percent.

Population Age Distribution Trends

The age composition of a community’s population plays a significant role in expenditures for retail goods and services. As a person ages their retail needs change. Each age group is at a different stage in life and possesses differing retail needs.

The trade area population age distribution for 2022 is summarized in the table below by six primary age groups, including children (0-14 years), adolescent (15-24 years), young adults (25 to 34 years), family/working adults (35-44 years); empty nesters (45-64 years) and elderly (65+ years). Each age group possesses distinctively different consumption and housing needs.

Trade Area Population Age Distribution; 2022

Age Group	Trade Area			State
	Primary	Secondary	Tertiary	Average
0-14 Years	20.4%	20.0%	19.5%	20.7%
15-24 Years	12.1%	12.1%	13.1%	13.9%
25-34 Years	12.9%	12.7%	13.4%	13.3%
35-44 Years	12.1%	11.9%	11.8%	12.5%
45-64 Years	24.3%	24.7%	23.9%	24.1%
65+ Years	18.0%	18.6%	18.3%	15.6%

Source: Esri Business Analyst.

Children ages 0 to 14 years are not consumers per say, but their presence within a household generates retail expenditures on apparel, accessories, and groceries. This age group accounts for 19.5 percent to 20.4 percent of the trade area population which is slightly lower the statewide average of 20.7 percent.

The adolescent population ages 15 to 24 is a key demographic for supporting the sales of apparel and accessories, groceries, sporting goods, music, consumer electronics, eating and drinking places, and general merchandise. Adolescents account for 12.1 percent to 13.1 percent of the Andover population. By comparison, adolescents account for 13.9 percent of the Nebraska population.

Young adults aged 25 to 34 years generally are new to the workforce. These tech savvy young adults are heavy consumers of electronics, apparel and accessories, and entertainment. Young adults account for 12.7 percent to 13.4 percent of the trade area population which compares to the statewide rate of 13.3 percent.

The population ages 35 to 44 are in their child raising and principal consumer years, with expenditures favoring hardware, furniture and home furnishings, consumer electronics, department stores, and eating and drinking places. Family/working adults account for 11.8 percent to 12.1 percent of the trade area population, compared to 12.5 percent of the statewide population.

The empty nester population includes those individuals ages 45 to 64 years. The trade area's population ages 45 to 64 years account for 23.9 percent to 24.7 percent of the total population, compared to 24.1 percent statewide. These empty nester age groups provide opportunities for restaurants, entertainment, travel, and healthcare services.

According to the U.S. Department of Labor, per capita retail expenditures by seniors 65+ years old is 18 percent lower than those under the age of 35 years and 41 percent lower than people ages 35 to 64 years. Residents 65+ years of age account for 18.0 percent to 18.6 percent of the Andover population, compared to 15.6 percent of the statewide population. The senior population poses a growing market for healthcare goods and services.

The trade area's age composition, except for a slightly larger senior population, is consistent with the statewide norm and indicates it is a community of young families with children. The trade area population's age distribution is favorable for retail expenditures on apparel, accessories, groceries, sporting goods, music, consumer electronics, eating and drinking places, entertainment, and general merchandise.

Educational Attainment

Because income increases with advancing educational attainment communities with high education levels support higher levels of retail expenditures. Trade area residents on average are slightly less educated than the statewide norm, supporting higher rates of high school graduates as the highest level of educational attainment and lower rates of residents 25 years and over possess an Associate degree or better. These lower educational attainment trends are common within rural communities. The trade area's educational attainment rates will be more relevant on income levels than the retail expenditure patterns.

Trade Area Educational Attainment Levels For Residents 25 Years and Over

Highest Education Level Obtained	Trade Area			State of Nebraska
	Primary	Secondary	Tertiary	
Less than 9th Grade	4.2%	4.0%	3.5%	3.8%
9th - 12th Grade, No Diploma	6.3%	5.9%	5.2%	4.6%
High School Graduate / GED	31.1%	31.2%	30.1%	25.7%
Some College, No Degree	21.8%	22.3%	22.1%	22.7%
Associate Degree	11.5%	12.0%	12.1%	10.7%
Bachelor's Degree	17.2%	16.9%	18.7%	21.4%
Graduate / Professional Degree	7.9%	7.7%	8.5%	11.1%

Source: U.S. Census Bureau and Esri Business Analyst.

Household Income

The table below summarizes 2018 household income comparisons for the trade area and State of Nebraska. The U.S. Census Bureau estimated the median household income for Nebraska of \$63,015.

Trends in Households by Income Trade Areas vs. State of Nebraska

Income Bracket	Trade Area			State of Nebraska
	Primary	Secondary	Tertiary	
Less than \$15,000	8.9%	8.9%	8.8%	8.8%
\$15,000 - \$24,999	7.8%	7.9%	8.2%	8.2%
\$25,000 - \$34,999	8.8%	8.8%	8.6%	9.2%
\$35,000 - \$49,999	13.2%	13.3%	12.7%	13.3%
\$50,000 - \$74,999	19.6%	19.5%	19.4%	19.3%
\$75,000 - \$99,999	16.1%	15.8%	15.8%	14.1%
\$100,000 - \$149,999	15.5%	16.1%	16.5%	15.9%
\$150,000 - \$199,999	6.3%	6.2%	6.4%	6.1%
\$200,000+	3.8%	3.5%	3.5%	5.2%
Totals	100.0%	100.0%	100.0%	100.0%
Median Household Income	\$61,903	\$61,823	\$62,511	\$63,015

Source: U.S. Census and Esri Business Analyst

Households earning less than \$35,000 annually possess low purchasing power while high-income households earning \$100,000 or more possess much higher purchasing power and represent a market for luxury automobiles, retail goods and services, travel, and entertainment.

The primary trade area's median household income of \$61,903 compares to the statewide median of \$63,015, with slightly lower rates of households earning less than \$35,000 and high-income households earning \$100,000 or more.

An estimated 25.6 percent of secondary trade area households earn less than \$35,000 annually compared to 26.2 percent for Nebraska. High-income households earning \$100,000 or more account for 25.8 percent of secondary trade area households compared to 27.2 percent statewide.

For the entire trade area an estimated 25.6 percent of households earn less than \$35,000 compared to 26.2 percent for Nebraska. High-income households earning \$100,000 or more account for 26.4 percent of all trade area households compared to 27.2 percent statewide.

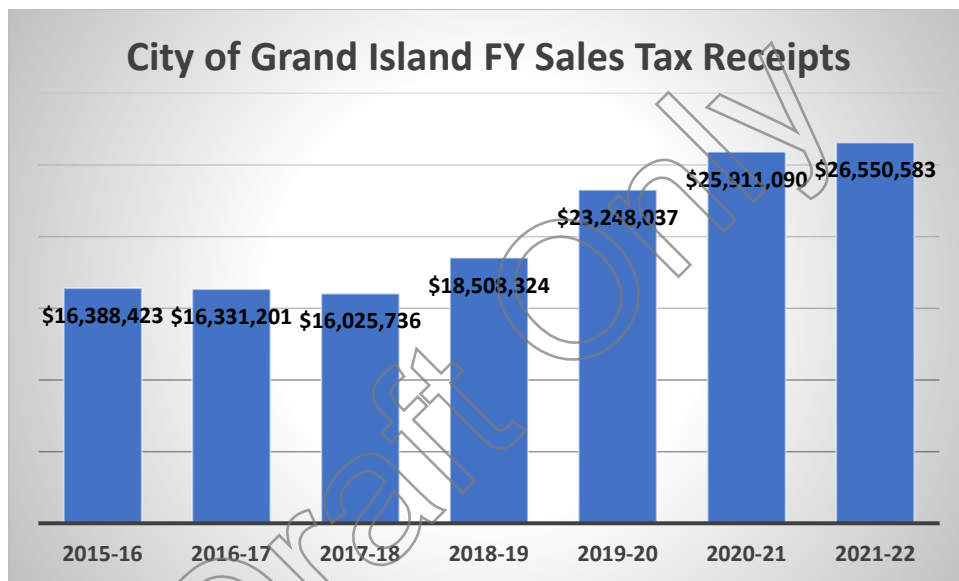
To conclude, income levels and purchasing power for trade area households are only marginally lower than the state. The net effect is achievable household retail expenditures comparable the state norm.

RETAIL MARKET ANALYSIS

The *Retail Market Analysis* quantifies the ability of Grand Island to support additional near-term retail development. In doing so, the study provides historic trends in City sales tax collections, competitive retail market overview, trade area capture, retail pull factor trends, and traded area home improvement supplies sales.

Grand Island Sales Tax Collections

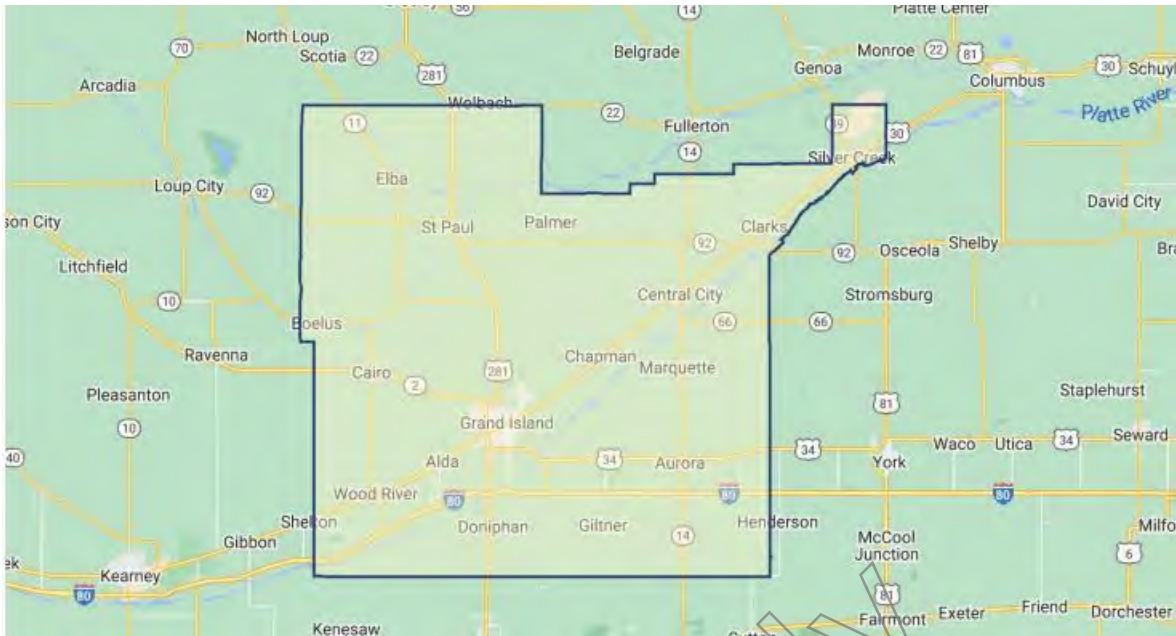
The City of Grand Island provided actual sales tax receipts for fiscal years 2015-2016 through 2021-2022. The bar chart below provides an illustration of historical fiscal year trends in the City's sales tax receipts.



From fiscal year 2015-16 to fiscal year 2020-21, sales tax receipts collected by the City of Grand Island increased by 58.1 percent, reaching \$25.9 million. Through the first eleven months of fiscal year 2021-22 sales tax receipts were up \$3.0 million, or 12.7 percent over the same 11-month timeframe during the prior fiscal year. The steady gains in sales tax collections are an indication of Grand Island's regional retail draw and the ability to attract shoppers and retail expenditures from outside the city limits.

Grand Island Retail Market Overview

According to the *Grand Island Retail Market Report* published by CoStar, the Conestoga Mall is located within the Grand Island market that consists of the City of Grand Island and several surrounding rural communities such as St. Paul, Palmer, Central City, Doniphan, and Alda. The boundaries of the Grand Island market are illustrated on the following page.



By the third quarter 2022 the inventory of retail space in the Grand Island market totaled 5.15 million square feet. General retail and neighborhood center space accounted for all 3.89 million square feet and 659,282 square feet, respectively. The table below provides operating data for the Grand Island market by shopping center type for the third quarter 2022.

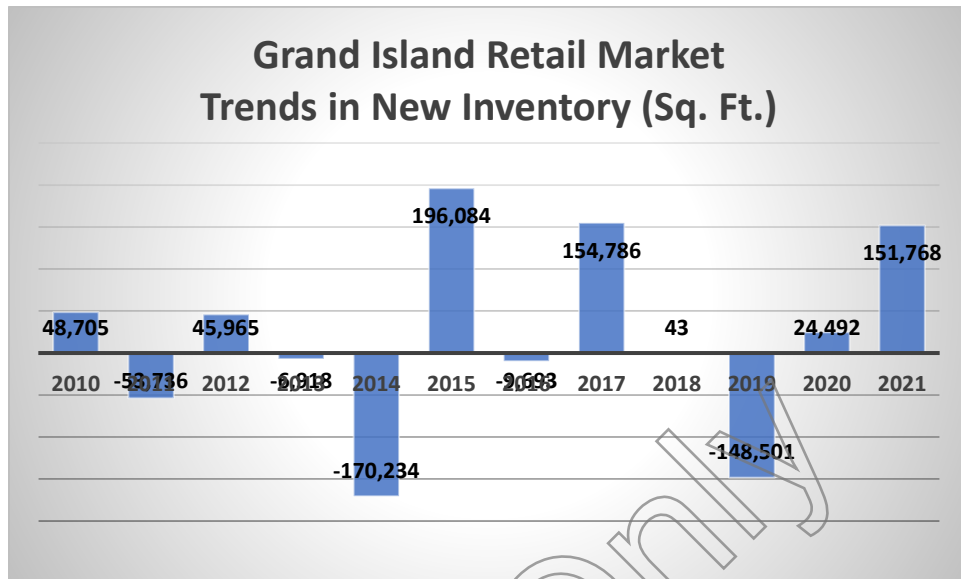
Grand Island, Nebraska Market Retail Market Conditions; 2022 Q3

Center Type	Building Sq. Ft.	Vacancy Rate	Average Rent	Absorption 2022 YTD	Space U/C
Malls	540,733	41.6%	\$7.69	-5,266	0
Power Center	0				0
Neighborhood Center	659,282	8.0%	\$10.25	-4,879	0
Strip Center	64,363	0.0%	\$10.13	0	0
General Retail	3,885,851	0.1%	\$11.74	7,674	0
Totals	5,150,229	5.5%	\$11.10	-2,471	0

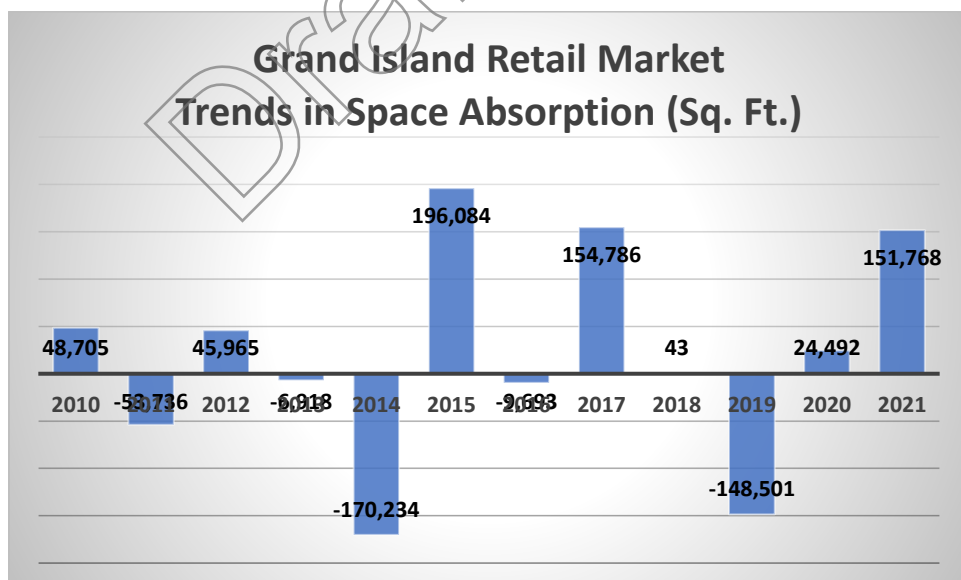
Source: CoStar.

By the third quarter 2022, the Grand Island market was operating at a healthy vacancy rate of 5.5 percent. Mall space was operating at a vacancy rate of 41.6 percent with approximately 225,000 square feet of space unoccupied. Strip center space is fully occupied with general retail space operating at a vacancy rate of 0.1 percent. Neighborhood centers are most overbuilt operating at vacancy of 8.0 percent. Through the third quarter 2022, the Grand Island market experienced negative absorption of 2,471 square feet of retail space. No retail space is currently under construction within the Grand Island market.

From 2010 through 2021, Costar reported 202,305 square feet of retail space was constructed in the Grand Island market. Retail construction peaked in 2016 and 2017 with the completion of 102,040 square feet of space. New retail construction activity has declined significantly since 2018 with the addition of just 21,657 square feet of space.



From 2010 through 2021, Costar reported 232,761 square feet of retail space was absorbed in the Grand Island market. Retail space absorption peaked in 2015, 2017, and 2021. Despite the negative impact of the COVID-19 pandemic had on the retail industry, during 2020 and 2021 tenant demand was strong in the Grand Island market with net absorption of retail space totaling 176,260 square feet of space.



The City of Grand Island supports two principal retail corridors. Locust Avenue south of Bismark Road represents the older commercial corridor featuring a mix of chain restaurants, strip centers, and hotels. Highway 281 on the far west side of Grand Island from U.S. Highway 30 north to Capital Avenue represents the new retail corridor with large-scale shopping centers such as Northwest Commons, Eagle Run, Grand Corners, and Conestoga Mall anchored by national big-box retailers. Notable retailers operating along Highway 281 include Walmart, Sam’s Club, Dillard’s, Best Buy, Kohl’s, TJ Maxx, Home Depot, and Menards.

Highway 281 Corridor Major Retailers

Department Stores	Major Anchors	Junior Anchors	Restaurant Chains
Dillard’s	Walmart	Dick’s Sporting Goods	Applebee’s
	Sam’s Club	Hibbett Sports	Buffalo Wild Wings
	Home Depot	Petco	Perkins
	Menard’s	Kohl’s	Red Lobster
		TJ Maxx	Olive Garden
		Best Buy	Sonic
		Office Max	Taco Bell
		Ashley Homestore	Texas Roadhouse
		Burlington	Wendy’s
		Hobby Lobby	IHOP
			Culver’s
			Raising Cane’s

Located on U.S. Highway 281 between State Street and Capital Avenue, Northwest Commons is a redevelopment of the original enclosed Grand Island Mall. In addition to three new outparcels, the development includes over 150,000 square feet of junior anchor and shops space designed with a “main street” layout. Anchor tenants for Northwest Commons include Dick’s Sporting Goods, Hibbett Sports, Shopko, Petco, and Burlington.

The Eagle Run shopping center at U.S. Highway 281 and Faidley Avenue is anchored by Home Depot and Ashley Homestore. Outparcel tenants include Buffalo Wild Wings, Olive Garden, Panda Express, Panera Bread, Verizon, Exchange Bank, Freddy’s Frozen Custard, and Raising Canes.

Conestoga Mall’s location within a regional shopping destination in the heart of the Highway 281 retail corridor offers the site characteristics that are favorable for supporting redevelopment with a mix of big-box retailers, small shops, entertainment, and restaurant uses.

Trade Area Capture

Information about a community's retail trade area can help assess the ability of local merchants to attract and capture the retail business of residents. The trade area capture ("TAC") is an estimate of the number of people who shop in the local area during a certain period. TAC assumes that residents will buy goods at the same rate as the state average, and that the only force that causes a variation in spending patterns is income. The formula for calculating TAC is:

$$\text{TAC} = \frac{\text{Community's Actual Retail Sales}}{\text{State Per Capita Sales} \times \text{Community's Per Capita Income} / \text{State Per Capita Income}}$$

If the TAC estimate is larger than the community's population, it suggests: 1) the community is attracting customers outside its boundaries or 2) residents of the community are spending more than the state average. If the estimate is smaller than the community's population: 1) the community is losing its customers to other regions for retail purchases or 2) residents of the community are spending less than the state average.

During FY 2020-21, the City of Grand Island's sales tax collections totaled \$25,911,090. At the City sales tax rate of 2.0 percent, taxable retail sales amounted to \$1.3 billion.

During 2021, non-automobile taxable retail sales in Nebraska totaled \$39,902,075,895. The U.S. Census estimated the population for Nebraska at 1,963,692 residents, equating to per capita sales of \$20,320.

According to the U.S. Census Bureau, Grand Island's population is estimated at 52,335 residents with a per capita income of \$28,517.

The U.S. Census estimated the population for Nebraska at 1,963,692 residents and per capita income of \$33,205.

$$\text{Trade Area Capture} = \frac{\$1,295,554,500}{\$20,320 \times (\$28,517 / \$33,205)} = 74,239 \text{ Residents}$$

Grand Island's resident population of 52,335 and estimated TAC of 74,239 residents illustrates the city's well above average capture of retail sales from nonresidents.

Grand Island's large concentration of national retailers that operate along the Highway 281 corridor and distance to alternative shopping destinations in Lincoln, Omaha, and Kearney accounts for the high trade area capture.

Retail Pull Factor

Pull factors (“PF”) measure a community’s ability to attract shoppers, residents and non-residents alike, to make retail purchases within the community. A pull factor is a measure of the strength of a community’s retail trade, based on a comparison of local spending in relation to that of a wider geographic area (e.g., the state), with a measure of 1.0 representing a perfect balance. A pull factor greater than 1.0 indicates that the community is pulling in retail sales from beyond its boundaries and the balance of trade is favorable. Alternatively, a pull factor less than 1.0 indicates that the community is not capturing local shoppers and is experiencing retail sales leakage. Pull factors are calculated by dividing the TAC by the community’s population.

$$PF = \frac{\text{Trade Area Capture}}{\text{Community Population}}$$

Grand Island’s pull factor was calculated by dividing the TAC population of 74,239 by the estimated resident population of 52,335. The net result is a pull factor of 1.42, translating into a retail sales capture at a rate 42 percent greater than the statewide average. This pull factor suggests that nonresidents have a significant impact on Grand Island’s taxable retail sales.

Trade Area Retail Sales

Most retail sales for the proposed Conestoga Marketplace will be derived from the primary and secondary trade areas. This section of the study quantifies potential primary and secondary trade area sales of principal retail merchandise categories. Potential retail sales estimates by industry group were provided by Esri Business Analyst’s Spending Potential Index and derived from the Consumer Expenditure Surveys published by the Bureau of Labor Statistics. The Spending Potential Index is household based and represents the amount spent for a product or service relative to a national average of 100. Annual retail sales for both the trade areas are outlined in the table on the following page.

The principal retail industry groups account for potential annual retail sales of \$867 million within the primary trade area and \$266 million within the secondary trade area, for a total of \$1.13 billion. During fiscal year 2020-21, the City of Grand Island reported taxable retail sales of \$1.3 billion. **With the Spending Potential Index based on the national average, applying Grand Island’s retail pull factor of 1.42 suggests the potential exists for the city to capture up to \$1.6 billion of retail expenditures.**

Potential Retail Expenditures by Store Type Primary and Secondary Trade Areas

Retail Category	Primary	Secondary	Total Sales
Apparel & Accessories	\$47,828,229	\$14,096,955	\$61,925,184
Footwear	\$15,722,206	\$4,536,973	\$20,259,179
Watches & Jewelry	\$4,269,345	\$1,327,182	\$5,596,527
Computers	\$6,152,655	\$1,821,479	\$7,974,134
Entertainment & Recreation	\$110,220,001	\$34,410,047	\$144,630,048
Pet Supplies	\$28,163,047	\$9,565,516	\$37,728,563
Toys, Crafts & Hobbies	\$4,118,484	\$1,258,031	\$5,376,515
Sporting Goods	\$6,599,526	\$2,100,823	\$8,700,349
Groceries	\$180,851,092	\$55,635,281	\$236,486,373
Food Away from Home	\$118,901,505	\$34,955,592	\$153,857,097
Alcoholic Beverages	\$19,288,987	\$5,686,207	\$24,975,194
Personal Care Products	\$16,555,278	\$5,028,462	\$21,583,740
Prescription Drugs	\$12,915,046	\$4,265,750	\$17,180,796
Nonprescription Drugs	\$6,109,883	\$2,058,842	\$8,168,725
Eyeglasses & Contacts	\$3,533,685	\$1,136,501	\$4,670,186
Household Furnishings	\$10,860,545	\$3,243,826	\$14,104,371
Household Supplies	\$27,219,480	\$8,573,330	\$35,792,810
Appliances	\$13,902,028	\$4,109,572	\$18,011,600
Furniture	\$20,306,977	\$5,957,116	\$26,264,093
Lawn & Garden	\$18,143,559	\$5,934,365	\$24,077,924
Gasoline & Motor Oil	\$80,941,384	\$24,584,227	\$105,525,611
Home Improvements	\$114,629,735	\$36,033,361	\$150,663,096
Total Retail Expenditures	\$867,232,677	\$266,319,438	\$1,133,552,115

Source: Esri Business Analyst.

The proposed Conestoga Marketplace will be anchored by a new to market Anchor Store. The closest comparable anchor store would be Target in Kearney located 43 miles west of the Conestoga Marketplace site. Like many retail industry groups, department stores tend to cluster together which create a major customer destination and drive increased sales volumes. Walmart and Same's Club operate stores in Grand Island. The location of direct competition and comparable store in Kearney provides the opportunity for the proposed New Anchor Store at Conestoga Marketplace to serve an expanded retail trade area and capturing significant out-of-town sales volumes.

SITE EVALUATION

Retail developers and major retailers evaluate potential sites based on a series of site-specific criteria. Common selection criteria when evaluating prospective development sites include parcel size and dimensions, visibility and exposure, accessibility, traffic counts, trade area demographics, and direct competition. Using these site selection criteria, the proposed Conestoga Mall redevelopment site was evaluated for the potential to support development of an anchored shopping center.

Parcel Size and Dimensions

Redevelopment of Conestoga Mall is classified as a power center. A power center is occupied by category-dominant anchors, including discount department stores, off-price stores, wholesale clubs, with only a few small tenants. The gross building area for a power center ranges from 250,000 square feet to 600,000 square feet.

To accommodate the building sizes and associated parking and retention requirements, power center development sites typically range in size from 25 to 80 acres. A square or rectangular site is best suited for store design.

The Conestoga Mall site is rectangular and totals 50.6 acres. The project plan calls for 366,938 square feet of retail space, including major anchors, small shops, and outparcels designed for restaurants and shop space,

Visibility

Visibility and exposure have a considerable influence on a shopping center's achievable retail sales volumes. Power centers should possess visibility from a highway or major arterial street.

The Conestoga Mall site is located at the interchange of U.S. Highway 281 and 13th Street, providing the visibility required by major and junior anchors, small shops, and outparcels.

Accessibility

Power center sites rely on an efficient local transportation network that typically includes a mix of major and minor arterial streets.

Interstate 80 is located a short distance south of the Conestoga Mall site with a major interchange at U.S. Highway 34/281. Convenient access to Interstate 80 and north-south connect to U.S. Highway 34/281 will afford convenient regional access.

Local vehicular access to the Conestoga Mall site provided via Grand Island's major arterial network. Both 13th Street and U.S. Highway 281 will provide the site with adequate local accessibility and on-site ingress and egress.

The Conestoga Mall site's regional, local, and on-site vehicular access is sufficient to accommodate development of a power center.

Traffic Counts

The vehicular traffic counts on arterial streets that flow past the site are important when evaluating a potential retail development site.

Average daily traffic counts for 2021 reported by the Nebraska Department of Transportation past the Conestoga Mall site are 19,450 vehicles on U.S. Highway 81 north of 13th Street. The high average daily traffic count provides exposure suitable for development of a power center.

Trade Area Demographics

Grand Island's retail trade area within a 50-minute drive time supports a current population of 166,105 residents and a median household income of \$62,511. The large adolescent population is sufficient for supporting the sales of apparel and accessories; groceries; sporting goods; music; home electronics; eating and drinking places; and general merchandise. The large population ages 25 to 44 are in their principal consumer years, favors hardware; furniture and home furnishings; home electronics; department stores; and eating and drinking places. The growing senior population generates demand for medical goods and services. Over 42 percent of households earn \$75,000 or more per year that is ideal for supporting above average per capita retail sales. These consumption patterns and demographic characteristics bode well for the potential of Grand Island to support a diverse retail market.

Competition

Grand Island serves as a regional retail destination garnering a retail pull factor of 1.42, indicating retail sales at a rate 42 percent greater than the statewide average. Highway 281 is the city's premiere retail corridor housing such major national retailers as Walmart, Sam's Club, Kohl's, Dick's Sporting Goods, Home Depot, Menard's, Best Buy, and TJ Maxx.

Like many types of retail businesses, big-box stores and chain restaurants tend to cluster together which create a major customer destination and drive increased sales volumes. The Conestoga Mall's location within Grand Island's principal retail corridor will assist in attracting retailers to the redevelopment project.

Conclusions

The Conestoga Mall site in Grand Island possess the necessary characteristics to support redevelopment into a power center, offering the necessary size, dimensions, visibility, accessibility, exposure, and trade area demographics. The site's presence within the U.S. Highway 81 retail corridor and Grand Island's status as a retail destination supporting a regional trade area creates the necessary retail environment for redevelopment of Conestoga Mall.

RETAIL SALES ESTIMATES

This section of the study forecasts annual retail sales at stabilization for redevelopment of the Conestoga Mall property. The project plan yields 366,938 square feet of retail space consisting of approximately 150,000 square feet of the mall’s existing retail space, a 147,863 square foot New Anchor Store, a 150-room hotel, and nine out parcels supporting restaurants and retail shop space.

Conestoga Mall Redevelopment Plan

Lot #	Use	Building Sq. Ft.	Hotel Rooms
1A	Outparcel - Restaurant	4,900	
1B	Outparcel - Retail Shops	14,000	
1C	Outparcel - Retail Shops	10,000	
1D	Hotel		150
2	Outparcel - Restaurant	2,275	
3	Existing Mall Shops	87,000	
	Existing Best Buy	25,000	
	Movie Theatre/Entertainment Complex	38,000	
4	Outparcel - Retail Shops	8,400	
5	Outparcel - Restaurant	6,400	
6	Outparcel - Restaurant	6,400	
7	Outparcel - Restaurant	3,600	
8	Outparcel - Restaurant	4,000	
9	Outparcel - Restaurant	9,100	
10	Anchor Store	147,863	
Totals		366,938	150

Taxable sales volumes and capture of net new sales for the Conestoga Mall redevelopment plan were estimated based on several sources, including:

1. Sales data published by National Retail Federation’s *100 Top Retailers 2022*
2. *Nation’s Restaurant News Top 100*
3. Sales data published by the International Council of Shopping Centers
4. Annual Retail Trade Survey published by the U.S. Census Bureau
5. Actual sales reported by Annual Reports for Best Buy and major anchor stores
6. Demographic and retail sales by industry data provided by Ersi Business Analyst
7. Internal data base of actual sales of comparable major stores and movie theatre chains
8. Grand Island’s retail pull factor

Forecast Retail Sales

The project plan calls for a 147,863 square foot New Anchor Store to anchor the redeveloped Conestoga Mall. The closest comparable store to the New Anchor Store in Grand Island is in Kearney 43 miles to the west and Lincoln 99 miles to the east. The New Anchor Store's principal competitors in Grand Island are Walmart and Sam's Club.

Target, as used as an example for the New Anchor Store, is a department store chain that operates 1,926 stores throughout the United States, including 14 stores in Nebraska. Target sells a wide assortment of general merchandise and food. The majority of the general merchandise stores offer an edited food assortment, including perishables, dry grocery, dairy, and frozen items. The average store size is 126,000 square feet, with 79 percent of all stores ranging in size from 50,000 square feet to 169,999 square feet. The stores in Nebraska average 143,200 square feet in size.

During 2021, Target's gross sales totaled \$104.6 billion, averaging \$54.3 million per store and \$437 per square foot of store space. A reported 96.4 percent of gross sales were instore sales. In 2021, comparable store sales by 12.7 percent, on top of record 19.3 percent growth in 2020. Sales by product category included 26 percent beauty and household essentials, 20 percent food and beverage, 19 percent home furnishings and décor, 18 percent hardlines, and 17 percent apparel and accessories.

Target shoppers tend to be between the ages of 18 and 44, though the most avid shoppers from within this group are married women in their 30's with a middle to upper-middle class income of between \$65,000 and \$80,000 per year. Target shoppers tend to visit Target once every few weeks and spend about \$50 per visit. The 30-minute drive primary trade area supports a population of 92,493, 25 percent is between the ages of 25 and 44 years, and 35.7 percent of households possess an annual income of \$50,000 to \$99,999.

Based on the above information and level of direct competition, trade area demographics, and Grand Island's regional draw, the proposed New Anchor Store's stabilized year sales are forecast at \$450 to \$475 per square foot, equating to \$66.5 million to \$70.2 million.

The 150,000 square feet of existing mall space will be upgraded and house the existing 25,000 square foot Best Buy store, 38,000 square foot movie theatre/entertainment complex, and 87,000 square feet of small shop space.

The existing 25,000 square foot Best Buy store will remain. Best Buy is a merchandiser of consumer electronics, entertainment, computing and mobile phones, appliances, and services. Computing and mobile phones account for 41 percent of gross sales, followed by consumer electronics at 31 percent and appliances at 14 percent. Best Buy operates 982 U.S. stores and 160 international stores, with five stores in Nebraska. The closest Best Buy store to the Grand Island location is in Lincoln, Nebraska approximately 100 miles to the east. The U.S. stores average 38,300 square feet of retail space.

During fiscal year 2022, Best Buy's gross sales totaled \$51.8 billion, averaging \$45.3 million per store and \$1,253 per square foot of store space. In fiscal year 2022, comparable store sales by 10.4 percent, up from 9.7 percent growth in fiscal year 2021.

Stabilized year sales for the Best Buy store following redevelopment of Conestoga Mall are forecast at \$1,000 to \$1,100 per square foot, equating to \$25.0 million to \$27.5 million.

The 38,000 square foot movie theatre/entertainment complex will have nine screens and expanded food and beverage operations, including alcohol. Major movie theatre chains operating in the U.S. include AMC and Cinemark.

AMC Entertainment Holdings is the world's largest theatrical exhibition business and owns, operates, or has interests in movie theatres primarily in the United States and Europe. As of December 31, 2021, the company owned, leased, or operated 946 theatres and 10,562 screens in 12 countries, including 593 theatres with a total of 7,755 screens in the United States and 353 theatres and 2,807 screens in European markets and Saudi Arabia. U.S. theatres averaged 13 screens per theatre. During 2019 prior to the pandemic the U.S. theatres reported gross revenues of \$4.02 billion, averaging \$6.33 million per theatre and \$497,060 per screen. During 2020, as the pandemic closed theatres, gross revenues dropped to \$826.7 million, or \$2.1 million per theatre and \$158,129 per screen. Operations improved in 2021 with gross revenues of \$1.876 billion, average sales per theatre of \$3.16 million, and \$241,883 per screen.

Cinemark Holdings operate in the motion picture exhibition industry, with theatres in the United States and Latin America. As of December 31, 2021, the company operated 522 theatres and 5,868 screens. U.S. theatres averaged 14 screens per theatre. As a result of the pandemic, domestic theatres closed in March 2020 and began reopening in June 2020. It was not until mid-2021 until all U.S. theatres reopened. During 2019 prior to the pandemic the U.S. theatres reported gross revenues of \$2.58 billion, averaging \$7.48 million per theatre and \$555,630 per screen. During 2020, gross revenues dropped to \$556.9 million, or \$1.68 million per theatre and \$123,563 per screen. Operations improved in 2021 with gross revenues of \$1.293.6 billion, average sales per theatre of \$4.03 million, and \$293,466 per screen.

The movie theater/entertainment complex is forecast to generate average annual sales of \$525,000 to \$550,000 per screen, for a total \$4,725,000 to \$4,950,000 per year at stabilization.

The Conestoga Mall project plan calls for the retaining and renovating 87,000 square feet of existing shop space. Existing small shop tenants operating at the mall include such national retailers as American Eagle, Bath & Body Works, Buckle, Hallmark, Hot Topic, Lenscrafters, and others. Based on sales reported by the National Retail Federation's *100 Top Retailers*, stabilized year sales for the retained shop space are forecast at \$300 per square foot to \$350 per square foot of building area.

The Conestoga Mall project plan calls for the construction of a 150-room hotel. This analysis assumed a limited-service hotel will occupy Parcel 1D. Examples of limited-service hotels operating in Grand Island include Comfort Inn, Quality Inn, and Fairfield Inn. At a stabilized occupancy rate of 65 percent and an average daily rate of \$130 to \$140, annual sales are estimated at \$4.6 million to \$5.0 million.

The Conestoga Mall project plan calls for ten (10) outparcels designed for the construction of 69,075 square feet of retail space. Building areas for the outparcels range from 2,275 square feet to 14,000 square feet designed to accommodate restaurants and shop space.

Lots 2 and 8 are designed to be occupied by fast food restaurants, supporting buildings of 2,275 square feet and 4,000 square feet, including drive-thru lanes. According to *Nation's Restaurant News*, such national fast food restaurant chains as Arby's, Burger King, KFC, Popeye's, Taco Bell, Wendy's, and Starbuck's Coffee reported average store sales of \$1.05 million to \$1.9 million, averaging \$1.45 million. Stabilized year sales for the planned fast food restaurants are forecast at \$700 to \$750 per square foot for Lot 2 and \$400 to \$500 per square foot Lot 8.

Lots 5, 6, and 7 are designed for outparcels envisioned for sit-down restaurants, accommodating 3,600 square feet to 6,400 square feet of building area. According to sales data published by *Nation's Restaurant News*, such national casual dining restaurant chains as Applebee's, Carrabba's Italian Garden, Chili's, Longhorn Steakhouse, Olive Garden, Outback Steakhouse, Red Lobster, Red Robin, and IHOP reported average store sales of \$1.35 million to \$3.9 million, averaging \$2.9 million. Stabilized year sales for the planned sit-down restaurants are forecast at \$400 to \$550 per square foot.

Lots 1A, 1B, 1C, 4, and 9 are envisioned for freestanding shop space, accommodating 4,900 square feet, 14,000 square feet, 10,000 square feet, 8,400 square feet, and 9,100 square feet of building area. Freestanding shop space is typically tenanted by food and beverage and national retailers. Potential tenant types include such chains Chipotle, Moe's, Panera Bread, Five Guys, Jimmy John's, Panda Express, Ulta Beauty, AT&T, and Verizon. Based on sales reported by the National Retail Federation's *100 Top Retailers*, stabilized year sales for the freestanding shop space are forecast at \$300 per square foot to \$350 per square foot of building area.

Based on trade area demographics, the status of Grand Island as a regional shopping destination, and the level of direct competition, stabilized sales for the proposed redevelopment of Conestoga Mall are forecast at \$151 to \$165 million.

Conestoga Mall Redevelopment Sales Forecasts

Lot #	Use	Building Sq. Ft.	Per Sq. Low	Ft. Sales High	Annual Low	Sales High
1A	Outparcel - Restaurant	4,900	\$250	\$275	\$1,225,000	\$1,347,500
1B	Outparcel - Shops	14,000	\$300	\$350	\$4,200,000	\$4,900,000
1C	Outparcel - Shops	10,000	\$300	\$350	\$3,000,000	\$3,500,000
1D	Hotel				\$4,626,375	\$4,982,250
2	Outparcel - Fast Food Restaurant	2,275	\$700	\$750	\$1,592,500	\$1,706,250
3	Existing Mall Shops	87,000	\$300	\$350	\$26,100,000	\$30,450,000
	Existing Best Buy	25,000	\$1,000	\$1,100	\$25,000,000	\$27,500,000
	Movie Theatre/Entertainment	38,000			\$4,725,000	\$4,950,000
4	Outparcel - Shops	8,400	\$300	\$350	\$2,520,000	\$2,940,000
5	Outparcel - Restaurant	6,400	\$400	\$425	\$2,560,000	\$2,720,000
6	Outparcel - Restaurant	6,400	\$400	\$425	\$2,560,000	\$2,720,000
7	Outparcel - Restaurant	3,600	\$500	\$550	\$1,800,000	\$1,980,000
8	Outparcel - Fast Food Restaurant	4,000	\$425	\$500	\$1,700,000	\$2,000,000
9	Outparcel - Shops	9,100	\$300	\$350	\$2,730,000	\$3,185,000
10	Anchor Store	147,863	\$450	\$475	\$66,538,350	\$70,234,925
Totals		366,938			\$150,877,225	\$165,115,925

Net New Sales Capture

Given Grand Island’s status as a regional shopping destination the redeveloped Conestoga Mall will capture net new sales from outside of the City of Grand Island. Excluding the hotel, stabilized year retail sales for the redeveloped property are forecast at \$146.2 million to \$160.1 million.

The principal retail industry groups account for potential annual retail sales of \$867 million within the primary trade area and \$266 million within the secondary trade area, for a total of \$1.13 billion. During fiscal year 2020-21, the City of Grand Island reported taxable retail sales of \$1.3 billion. Applying Grand Island’s retail pull factor of 1.42 suggests the potential exists for the city to capture up to \$1.6 billion of retail expenditures.

The primary trade area typically accounts for 70 to 80 percent of a retail store’s gross sales. The Conestoga Mall’s primary trade area within a 30-minute drive time supports a current population of 92,493 residents, of which just 31.5 percent are Grand Island residents. Comparable stores for the New Anchor Store and Best Buy are located well outside the primary trade area. The primary trade area exclusive of Grand Island is estimated to support 35 to 40 percent of forecast sales for the proposed redeveloped Conestoga Mall, or \$51.2 million to \$64.1 annually.

The secondary trade area typically accounts for 15 to 20 percent of a retail store’s gross sales. The secondary trade area within a 30- to 40-minute drive time from Grand Island supports a current population of 26,775 residents. The secondary trade area supports \$266 million in annual sales. The secondary trade area is estimated to support 5 to 7 percent of forecast retail sales, or \$7.3 million to \$11.2 million annually.

The tertiary trade area forms the broadest area from which customers are drawn. A small percentage of store sales are generated from this trade area. The tertiary trade area is estimated to support 2 to 4 percent of forecast retail sales, or \$2.9 million to \$6.4 million annually.

To conclude, the redeveloped Conestoga Mall is forecast to generate stabilized annual retail sales of \$146.2 million to \$160.1 million. Net new sales to the City of Grand Island are estimated to account for 42 to 51 percent of total annual sales, amounting to \$61.4 million to \$81.7 million.

Proposed Conestoga Mall Redevelopment Estimated Out-of-Town Sales

Trade Area	Annual Sales	
	Low	High
Estimated Retail Sales	\$146,250,850	\$160,133,675
Primary Trade Area	\$51,187,798	\$64,053,470
Secondary Trade Area	\$7,312,543	\$11,209,357
Tertiary Trade Area	\$2,925,017	\$6,405,347
Total Out-of-Town Sales	\$61,425,357	\$81,668,174
% of Total	42.0%	51.0%

Notes: *Excludes hotel sales.

Conclusions

Grand Island serves as a regional shopping destination attracting customers from well outside the City limits. Much of the reason for Grand Island's regional draw is the presence of a large cluster of major retailers not operating stores within a 40+ minute drive time.

Since fiscal year 2015-16, sales tax receipts collected by the City of Grand Island have increased at an impressive average annual rate of 11.8 percent. The strong gains in sales tax collections are an indication of Grand Island's regional retail draw and the ability to attract shoppers and retail expenditures from outside the city limits.

By the third quarter 2022 the inventory of retail space in the Grand Island market totaled 5.15 million square feet, operating at a healthy vacancy rate of 5.5 percent. From 2010 through 2021, 202,305 square feet of retail space was constructed in the Grand Island market and 232,761 square feet of retail space was absorbed. With net space absorption outpacing new additions to supply, the overall retail vacancy rate for the Grand Island market has remained healthy.

Grand Island supports two principal retail corridors. Locust Avenue south of Bismark Road represents the older commercial corridor featuring a mix of chain restaurants, strip centers, and hotels. Highway 281 represents the new retail corridor with large-scale shopping centers such as Northwest Commons, Eagle Run, Grand Corners, and Conestoga Mall anchored by national big-box retailers. Notable retailers operating along Highway 281 include Walmart, Sam's Club, Dillard's, Best Buy, Kohl's, TJ Maxx, Home Depot, and Menards.

Grand Island's resident population of 52,335 and estimated TAC of 74,239 residents illustrates the city's well above average capture of retail sales from nonresidents. The large concentration of national retailers and distance to alternative shopping destinations in Lincoln, Omaha, and Kearney accounts for the high trade area capture.

Grand Island's pull factor of 1.42 indicates a retail sales capture at a rate 42 percent greater than the statewide average. The pull factor suggests that nonresidents have a significant impact on Grand Island's taxable retail sales.

Conestoga Mall's location within a regional shopping destination in the heart of the Highway 281 retail corridor offers the site characteristics that are favorable for supporting redevelopment with a mix of big-box retailers, small shops, entertainment, and restaurant uses.

The Conestoga Marketplace Redevelopment is forecast to generate stabilized annual sales of \$146.2 million to \$160.1 million (excludes hotel sales), with net new sales to the City of Grand Island estimated to account for 42 percent to 51 percent of total annual sales, amounting to \$61.4 million to \$81.7 million. These additional net new sales captured by the City of Grand Island would prove to increase the City's pull factor from a current rate of 1.42 to a range of 1.48 to 1.50.

The direct net new sales generated by the proposed Conestoga Mall redevelopment and captured by the City of Grand Island would also produce a spinoff effect on Grand Island's retail market in the form of indirect sales, estimated at \$24.6 million to \$32.7 million annually.

ADDENDA

Draft Only

EXHIBIT A

Canyon Research Southwest, Inc., Client Roster

Draft Only

CLIENT ROSTER

Canyon Research Southwest, Inc. has provided real estate consulting services for many leading organizations including:

American Furniture Warehouse (Englewood, CO)
Arizona State Land Department
Bain & Company, Inc. (Boston, Massachusetts)
Bayer Properties (Birmingham, Alabama)
Belz-Burrow (Jonesboro, Arkansas)
Bridgeview Bank Group
Browning-Ferris Industries
Burch & Cracchiolo PA
Cameron Group (Syracuse, New York)
Carrow Real Estate Services (Albany, New York)
Cass County, Missouri
Cavan Real Estate Investments
D.J. Christie, Inc. (Overland Park, Kansas)
Church of Jesus Christ of Latter-Day Saints
City of Belton, Missouri
City of Coffeyville, Kansas
City of Dodge, Kansas
City of Fenton, Missouri
City of Glendale Economic Development Department
City of Hesston, Kansas
City of Independence, Missouri
City of Lee's Summit, Missouri
City of Liberty, Missouri
City of Osage Beach, Missouri
City of Mesa Economic Development Department
City of Mesa Real Estate Services
City of Newton, Kansas
City of Norman, Oklahoma
City of Overland Park, Kansas
City of Phoenix Economic Development Department
City of Phoenix Real Estate Department
City of St. Charles, Missouri
City of Tucson Community Services Department
City of Wichita, Kansas
DeRito Partners Development, Inc.
Dial Realty (Omaha, Nebraska and Overland Park, Kansas)
DMB Associates
DMJM Arizona Inc.
EDAW, Inc. (Denver, Colorado)
Finney County Economic Development Corporation
W.M. Grace Development
Greystone Group (Newport Beach, California)
Hanford/Healy Advisory Company

Canyon Research Southwest, Inc.

Heritage Bank (Louisville, Colorado)
Highwoods Properties (Kansas City, MO)
Holiday Hospitality Corporation (Atlanta, Georgia)
JPI Development
Kaiser Permanente (Oakland, California)
Kessinger Hunter (Overland Park, Kansas)
Landmark Organization (Austin, Texas)
Lawrence Group (St. Louis, MO)
Lee's Summit Economic Development Council (Lee's Summit, Missouri)
Leavenworth County, Kansas
Lowe's Companies, Inc. (West Bloomfield, MI)
Lund Cadillac
Marriott International, Inc. (Washington, D.C.)
MCO Properties
Meritage Homes
Metropolitan Housing Corporation (Tucson, Arizona)
Monterey Homes
Mountain Funding (Charlotte, North Carolina)
National Realty Advisors
Navajo Nation Division of Economic Development
Opus Northwest Corporation
Opus West Corporation
Pederson Group, Inc.
Phelps Dodge Corporation
Piper Jaffray (Kansas City, Missouri)
Pivotal Group
Platte County Economic Development Council
Prieb Homes, Inc. (Olathe, Kansas)
Pulte Homes of Greater Kansas City
Pyramid Development (St. Louis, Missouri)
RED Development (Kansas City, Missouri)
R.H. Johnson & Company (Kansas City, Missouri)
Richmond American Homes
Royal Properties (Champaign, Illinois)
Jack Stack Barbecue
Steiner + Associates, Inc. (Columbus, Ohio)
Summit Development Group (St. Louis, Missouri)
SWD Holdings (San Francisco, California)
The Innova Group Tucson (Tucson, Arizona)
The University of Arizona Department of Economic Development (Tucson, Arizona)
The University of Arizona Medical Center (Tucson, Arizona)
Trammell Crow Residential
Union Homes (Salt Lake City, Utah)
Unified Government of Wyandotte County and City of Kansas City, Kansas
Wal-Mart, Inc. (Bentonville, Arkansas)
Waste Management
Wells Fargo Bank NA
Widewaters (Syracuse, New York)

Canyon Research Southwest, Inc.

EXHIBIT B

Resume of Eric S. Lander, Principal
Canyon Research Southwest, Inc.

Draft Only

EDUCATION

In 1981, Mr. Lander received a B.S. in Marketing from the Arizona State University College of Business Administration, receiving honors status for his superior cumulative grade point average. In 1992, Mr. Lander received a Master's in Real Estate Development and Investment from New York University, graduating with honors.

BUSINESS EXPERIENCE

Canyon Research Southwest, Inc.

President (October 1984 to Present)

Established Canyon Research Southwest, Inc. as a multi-disciplined real estate consulting firm designed to provide comprehensive research and analysis to the development, financial, investment, and municipal communities. Responsibilities include direct marketing, project management, staffing, and client relations. The firm has performed more than 400 major consulting assignments with over 75 local and national clients. Fields of expertise include market and feasibility analysis of large-scale master planned communities, freeway oriented mixed-use projects, retail centers, office complexes, business parks, and hotels. Additional services include fiscal impact studies, property valuation, and development plan analysis.

Mountain West Research

Associate (December 1988 to January 1990)

Senior Consultant (October 1983 to October 1984)

Mr. Lander assisted in managing the Commercial Real Estate Services Division of Mountain West, Arizona's largest real estate and economic development consulting firm. Responsibilities included direct marketing, personnel management, client relations, and consulting on large-scale commercial, office, industrial, and hotel projects. Also contributed to several real estate publications and assisted in the management and marketing of the firm's commercial, office, and industrial (COI) data base.

Iiff, Thorn & Company

Marketing Assistant (January 1982 to December 1983)

Joined Iiff, Thorn & Company during its infancy and became solely responsible for providing in-house marketing support services to its commercial real estate brokers. These services included demographic research, office/industrial/retail market studies, raw land sales packages, site selection analysis, client relations, and property research. Major accomplishments included establishing and implementing office and industrial absorption studies, devised central office market and available raw land files, and organized the development of an industrial/retail map. Also, during this time, Mr. Lander obtained a real estate sales license and became involved in commercial brokerage activities.

RANGE OF EXPERIENCE

In 1987, Mr. Lander, in cooperation with the Drachman Institute of Regional Land Planning, published a working paper titled "Land Development as Value Added in the Development Process and Appropriate Criteria to Rank Sites for Selection of Master Planned Satellite Communities." Since the publication of this working paper, Mr. Lander has conducted numerous market feasibility studies on existing and proposed, large-scale, master planned communities in the Southwestern United States, totaling over 80,000 acres. The working paper was evaluated and utilized by such prestigious universities as Harvard, M.I.T. and the University of North Carolina as part of their master's program in Real Estate, City and Regional Planning, and Business.

Mr. Lander is an instructor with the Commercial Real Estate Institute, teaching classes in Market Analysis, Commercial Property Valuation and Land Valuation.

Developed a model designed to evaluate and rank the development potential of freeway interchanges. The methodology for ranking freeway properties is based on a list of 25 criteria which provide a framework to efficiently compare the strengths and weaknesses of various freeway sites. Seven (7) criteria have been established which apply to metropolitan area economic base and real estate market, five (5) criteria evaluate the region influenced by the presence of the freeway in question, and thirteen (13) interchange and site-specific criteria are aimed at determining future real estate development opportunities. This model has been utilized in evaluating freeway-oriented, mixed-use projects anchored by regional malls, business parks, office complexes, and hotels.

Mr. Lander has provided consulting services on downtown redevelopment and historic preservation efforts. Recent examples include a heritage tourism study for the Erie Canal terminus in Buffalo, New York; evaluation of potential office, retail, hotel and arena development in the downtown areas of Glendale and Mesa, Arizona; retail market evaluation and redevelopment plan for downtown Warsaw, Missouri; a downtown master plan for downtown Lee's Summit, Missouri; and a redevelopment plan for the 24 Highway Corridor in Independence, Missouri.

Mr. Lander has conducted *TIF and TDD Revenue Projections* for a variety of large-scale retail projects in Missouri and Kansas. Tax Increment Financing and Transportation Development Districts are government-backed funding mechanisms designed to finance project-specific public infrastructure improvement. Funded is provided via the issue and sale of bonds. In the case of Tax Increment Financing the bonds are repaid with incremental increases in property tax and sales tax revenue generated by the designated redevelopment area. Transportation Development Districts involve the levy of an additional sales tax on businesses operating within the redevelopment area.

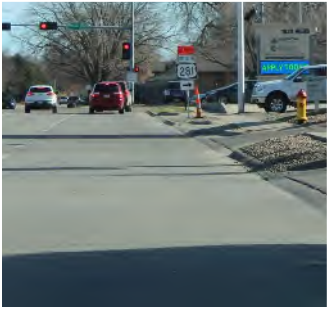
Mr. Lander has conducted *STAR Bond Feasibility and Market Studies* on several proposed developments in Kansas, including the Kansas City Tourism District, Legends at Village West, Kansas City Research & Medical Campus, and Rosedale Station Shopping Center. The *Market Study* evaluates the market positioning, market demand, short-term development potential, and economic impact for the proposed Redevelopment District. Meanwhile, the *Feasibility Study* provides a STAR Bond revenue vs. costs comparison to determine the ability of the Redevelopment District to cover debt service for the projected STAR Bond obligations throughout the bond maturity period.

EXHIBIT D

[Enclosed (i) Blight and Substandard Study and (ii) Extremely Blighted Determination Study, City of Grand Island, Nebraska, dated August, 2022, prepared by Marvin Planning Consultants, Inc and Kurt Elder, AICP].

Draft Only

EXHIBIT D



Grand Island, Nebraska Blight and Substandard Study Prepared for: - Area 28 Woodsonia Hwy 281, LLC



Draft Only

PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. Woodsonia Acquistitions, LLC commissioned the study to analyze the possibility of declaring the area as blighted and substandard.

The City of Grand Island, when considering conditions of Blight and Substandard, look at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under the Community Development Law, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements."

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for the formulation of a workable program; disaster assistance; effect. The statute reads,

"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."

"Notwithstanding any other provisions of the Community Development Law, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the Governor of the state has certified the need for disaster assistance under federal law, the local governing body may approve a redevelopment plan and a redevelopment project with respect to such area without regard to the provisions of the Community Development Law requiring a general plan for the municipality and notice and public hearing or findings other than herein set forth."

Based on the Nebraska Revised Statutes §18-2103 the following definitions shall apply:

"Blighted area means an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or

property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;"

"Extremely blighted area means a substandard and blighted area in which: (a) The average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period; and (b) the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area;"

"Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare; and"

"Workforce housing means:

- (a) Housing that meets the needs of today's working families;
- (b) Housing that is attractive to new residents considering relocation to a rural community;
- (c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars to construct or rental housing units that cost not more than two hundred thousand dollars per unit to construct. For purposes of this subdivision (c), housing unit costs shall be updated annually by the Department of Economic Development based upon the most recent increase or decrease in the Producer Price Index for all commodities, published by the United States Department of Labor, Bureau of Labor Statistics;
- (d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and
- (e) Upper-story housing."

This Blight and Substandard Study is Blighted and Substandard Area 28. The Study is intended to give the Grand Island Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions are existing within the City's jurisdiction and as allowed under Chapter 18. Through this process, the City and property owners will attempt to address economic and/or social liabilities which are harmful to the well-being of the entire community.

Figure 1 shows the study area of this report. A Redevelopment Plan to be submitted in the future containing, by law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities, and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present, which qualify the area as blighted and substandard.

Through the redevelopment process, the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

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BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area indicated in Figure 1 of this report. The findings are presented in the coming pages of the report.

Study Area

The following is the description of the designated area within Grand Island.

Point of beginning is the intersection of the centerlines of US Highway 281 and West State Street; thence bearing easterly along the centerline of West State Street to the intersection of the centerline of North Webb Road; thence, southerly along the centerline of North Webb Road to the intersection with the centerline of West 13th Street; thence, westerly along the centerline of West 13th Street to the intersection with the centerline of US Highway 281; thence, northerly along the centerline of US Highway 281 to the point of beginning.

EXISTING LAND USES

The term “Land Use” refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community and produce some impacts either benefitting or detracting from the community. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

The study area is within a highly commercial part of Grand Island. There are commercial uses to all sides of the study, including the redeveloping area of Blight and Substandard Area 9 from 2012.

Existing Land Use Analysis within Study Area

As part of the planning process, a survey conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are found in the following paragraphs.

TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2022

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0	0.0%	0.0%
Single-family	0	0.0%	0.0%
Multi-family	0	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	63.45	87.3%	80.9%
Industrial	0	0.0%	0.0%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	9.22	12.7%	11.7%
Total Developed Land	72.67	100.0%	-
Vacant/Agriculture	5.78		7.4%
Total Area	78.45		100.0%

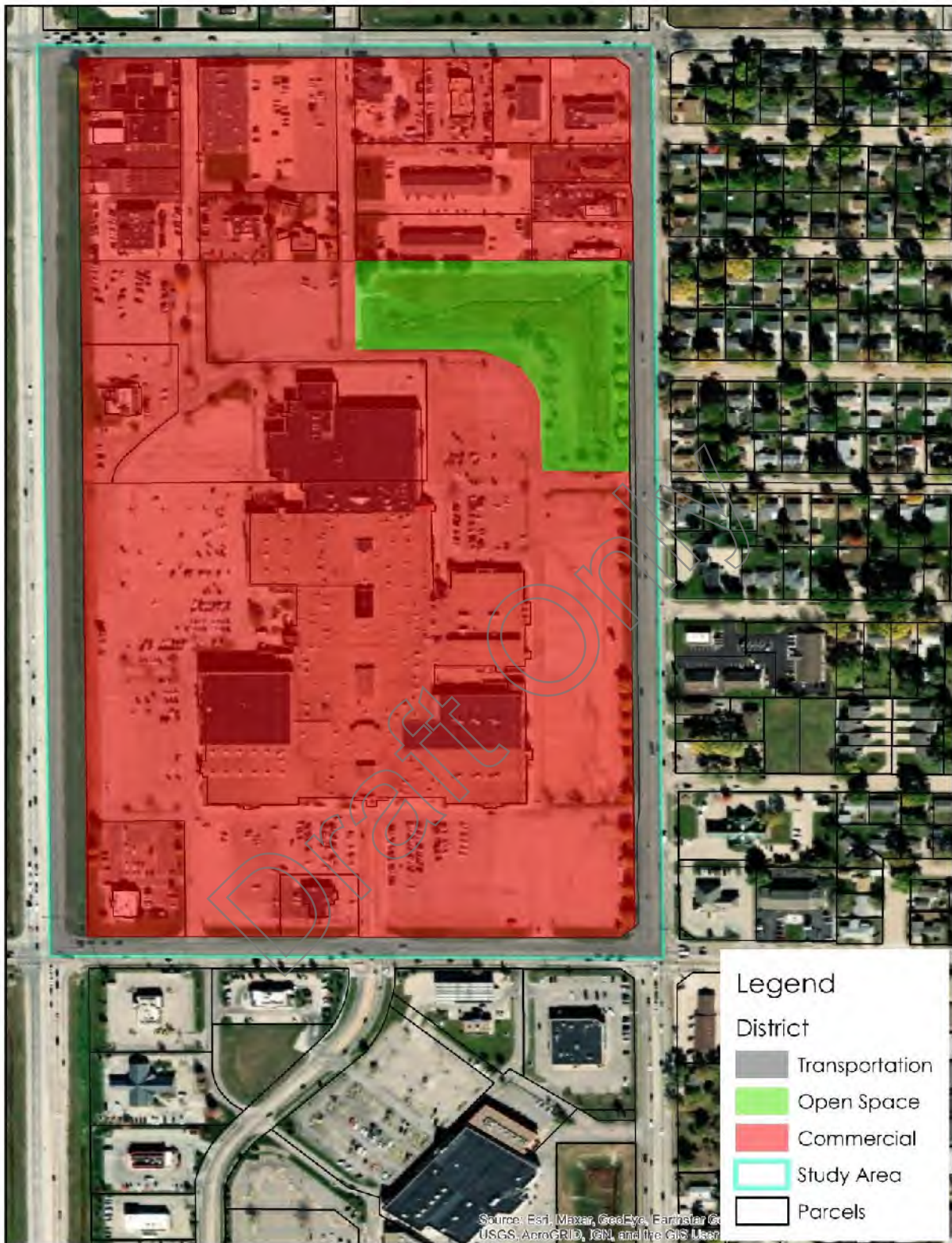
Source: Marvin Planning Consultants 2022

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare all land uses to the total area within the Study Area. The Study Area is made up of Commercial (80.9%), Open Space (7.4%), and Transportation oriented land (street and R.O.W; 11.7%). The entire area is considered completely developed.

Figure 1
Study Area Map



Figure 2
Existing Land Use Map



FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the study examines the conditions found within the study area. The Findings Section reviews the conditions based upon the statutory definitions.

CONTRIBUTING FACTORS UNDER PART A OF THE BLIGHT DEFINITION

There were some conditions examined and evaluated in the field and online. Some conditions are reviewed in detail, on the following pages, while some of the statutory conditions are not present.

Structural Conditions

Existing structural conditions of buildings in the study area were determined using the Hall County Assessor's database. Structures rated out as either Very Good, Good, Fair, Average, or badly worn. Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 2 (5.7%) structures rated as very good
- 5 (14.3%) structures rated as good
- 0 (0.0%) structure rated as fair
- 28 (80.0%) structures rated as average
- 0 (0.0%) structures rated as badly worn



The exterior portion of the mall is showing considerable wear, likely due to deferred maintenance. In the photos on the previous page, there are examples of where masonry and wood construction has been compromised and is in danger of falling from the building onto the ground. Based upon a visual ground inspection, it appears like there is considerable water penetration in the brick-and-mortar system. Said photos also show water penetration inside one of the structures. An assumption was made, based upon the data, that an average condition or less would constitute less than desirable conditions due to age and condition of the structure/building. It is common for older structures to get more maintenance and upkeep to maintain a good or higher condition. Even an average structure shows some signs of deteriorating which in turn can become a dilapidated structure in the future if not maintained. Overall, 80.0% of the structures in this study area are an average condition or worse.

Due to the stated conditions found in the Hall County Assessor's data, the condition of the structures is a contributing factor.

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Deterioration of Site or Other Improvements

Site Improvements Conditions

The site improvements include the areas determined to be common areas for public ingress and egress to the study area as well as the area designed to move vehicular traffic through the site. Also, this includes the actual surface parking areas. The condition of the site improvements varies greatly. The Study Area contains a major deteriorated condition; the parking areas throughout the area, as well as the demarcated driving areas. The parking areas throughout the entire Study Area are in a serious state of deterioration. They are not yet in a dilapidated condition. The parking surface and driving areas contain major surface cracking, small break-ups and spawling. These conditions have been likely caused by several circumstances over the years, including:

- Lack of maintenance
- Sub-soil conditions
- Heavier than expected traffic
- Freeze/thaw cycles

Preventing a number of these items are possible through proper design, enforcement, and maintenance, with maintenance being a key. Photos below indicate examples of different deteriorated conditions within the parking and driving areas across the entire site. Due to a large amount of broken pavement in the Study Area, the parking areas are considered to be deteriorated or in a state of deteriorating; therefore, they are a direct contributing factor to the conditions of blight.



Diversity of Ownership

Throughout the study area, there are 13 different property owners. However, in most cases, the difference is that one company owns the structure on the site; while, another entity, usually, Conestoga North or Conestoga Realty owns the ground underneath the structure. This creates potential issues with future redevelopment of structures and property if the different ownership groups disagree. Also, the fact structures sit on land owned by another party will create a potential detriment to future redevelopment. Due to this factor, it may be necessary for a public intervention to guide future redevelopment activities in this specific study area. Based upon the analysis, sufficient ownership issues present to make Diversity of Ownership a contributing factor for Blighting.

Improper Subdivision or Obsolete Platting

Improper Subdivision or Obsolete Platting is present in several ways. These factors are bulleted below:

- First and foremost are the private streets on the north side of the study area, Conestoga Drive and Overland Road.
- The developed area in the northeast corner of the study area has been built out in a clustered manner, making traffic circulation difficult.
- The positioning of lots along West State Street and North Webb Road have access drives in a manner that makes traffic control and congestion problematic.

See Figure 5 for specific locations of the discussed items above. Based upon the analysis, sufficient ownership issues present to make Improper Subdivision or Obsolete Platting a contributing factor for Blighting.

Faulty Lot Layout

Similar to Improper Subdivision or Obsolete Platting, Faulty Lot Layout is present in similar ways. These factors are bulleted below:

- The developed area in the northeast corner of the study area has been built out in a clustered manner, making traffic circulation difficult.
- The positioning of lots along West State Street and North Webb Road have access drives in a manner making traffic control and congestion problematic.

See Figure 6 for specific locations of the discussed items above. Based upon the analysis, sufficient ownership issues present to make Faulty Lot Layout a contributing factor for Blighting.

Combination of factors which are impairing and/or arresting sound growth

There are several factors present within the study area meeting this criterion are discussed in the following paragraphs.

Functional Obsolescence

The primary structure within the study area is the Conestoga Mall. The mall was constructed in the mid-1970's and was designed using common mall layouts and concepts. However, as the retail markets have been changing, these types of facilities have been losing popularity. It is a similar issue seen by the Grand Island Mall which was declared Blighted and Substandard in 2012 and has been the focus of several redevelopment projects since the declaration.

Malls and retail use constructed in today's economy are more open air, even in colder climate regions. The newer mall models are doing more to make the shopping experience more than "just shopping." These older regional malls have lost favor with consumers across the United States. Some examples within the region include the Imperial Mall in Hastings, the mall in North Platte, the mall in Hutchinson, KS. The phenomena have also affected larger cities such as Omaha; Kansas City, MO; Overland Park, KS; and more.

The survival of this mall into the future will be dependent on ownership willingness to re-focus the mall itself.

Figure 3
Structural Conditions



Figure 4
Deterioration of Site

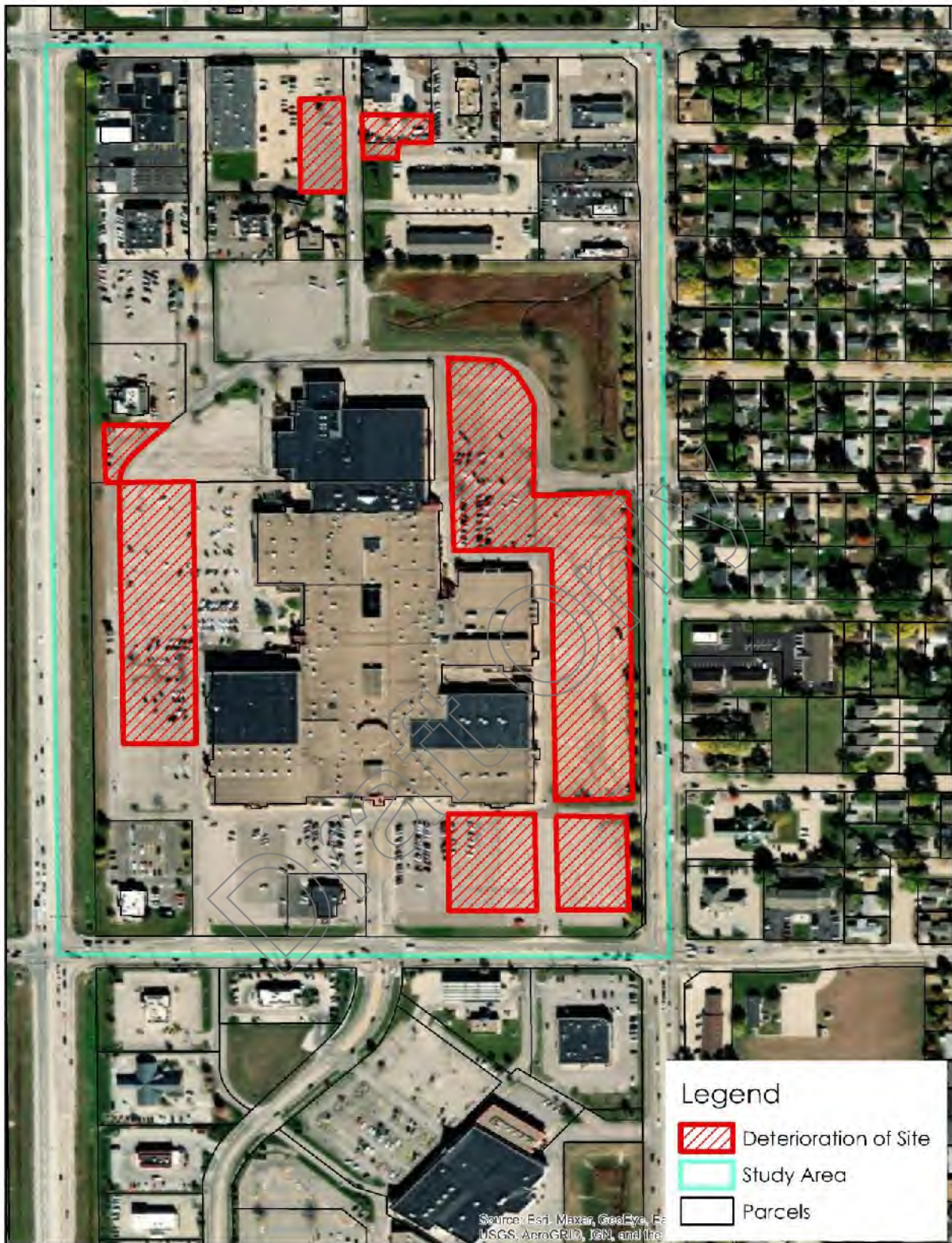


Figure 5
Improper Platting

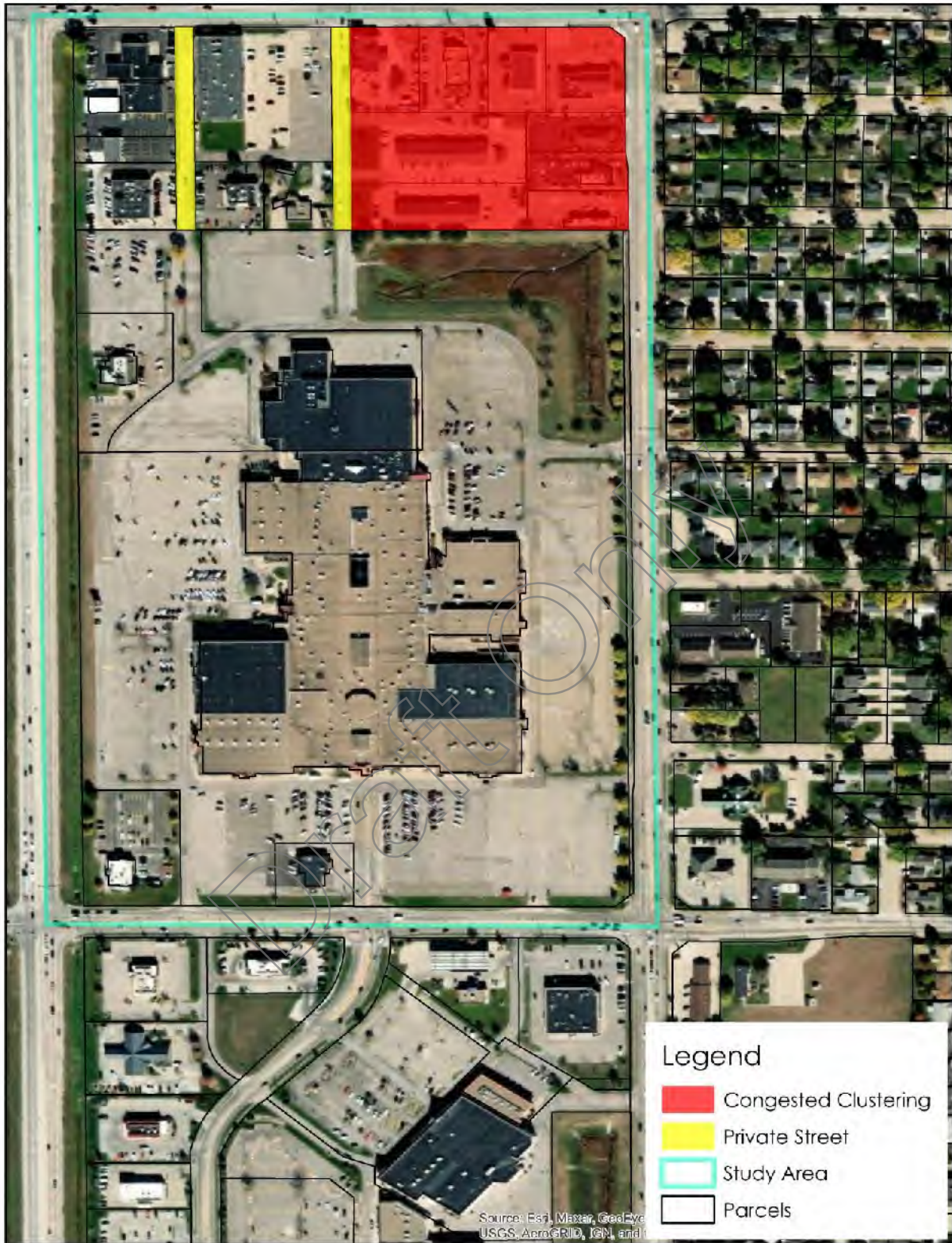
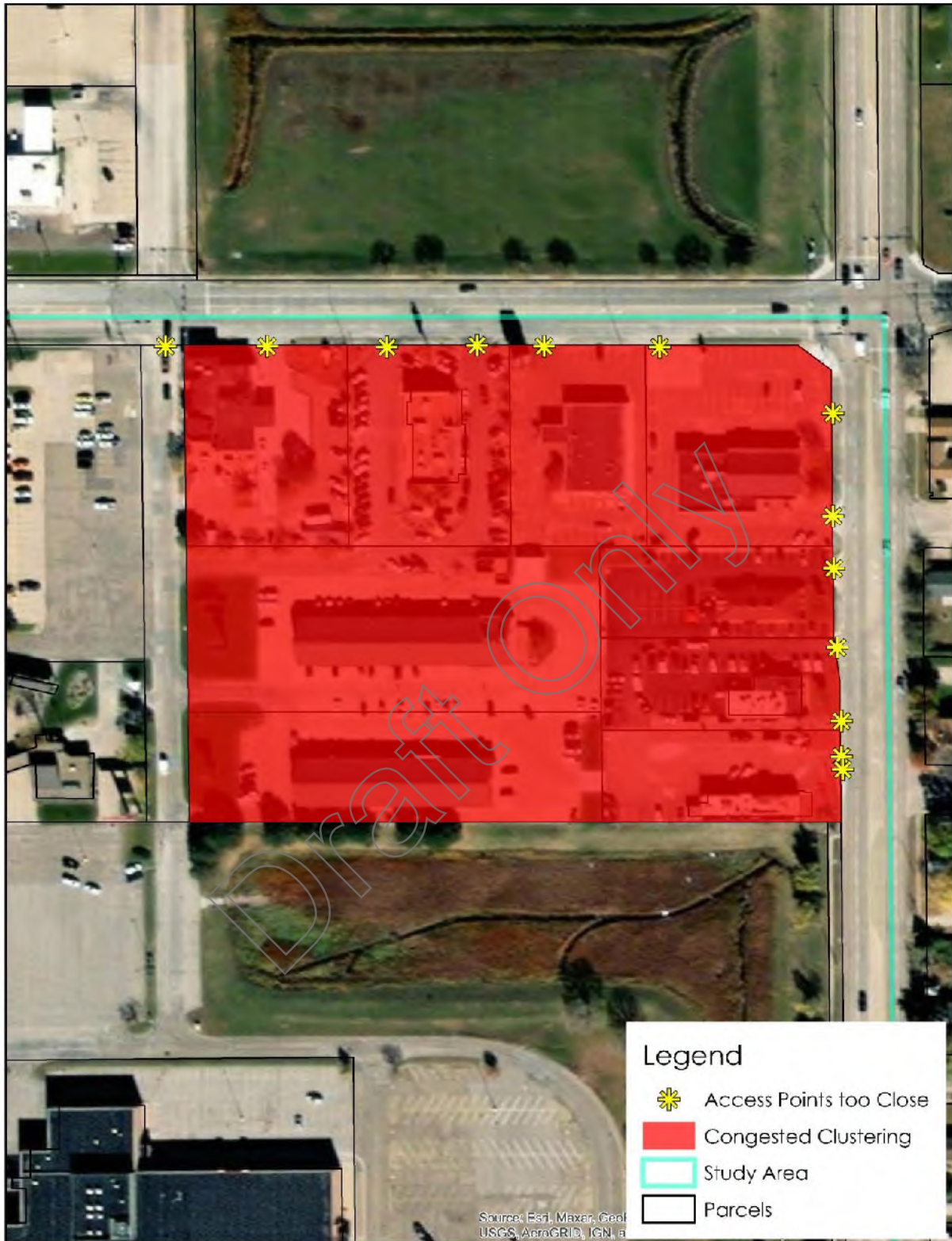


Figure 6
Faulty Lot Layout



Retail Markets of the 21st Century

Retail in the 21st Century has been evolving rapidly. The evolution led by consumers wanting more than the 1960 to 1970 malls with their shopping experience has been a big factor; however, the rise of e-commerce and Amazon has also been a major contributing factor to the retail revolution.

With the retail revolution of the 21st Century, several mainstream retailers have had trouble competing. The major tenants of Sears, Yonkers, and JC Penneys have all vacated their spaces at the Conestoga Mall. Yonkers left in 2015, while the other two left shortly after. Sears filed for Chapter 11 bankruptcy protection, and closed February 2019. All three tenants left behind empty boxes, merchandise, and storage equipment in the spaces. A lack of major retailers located at Conestoga Mall impairs and arrests sound growth of this facility in the future.

The buildup of the mall area

Looking at the Conestoga Mall on aerials, the mall is located on the southernmost location of the land. North of the primary mall was eventual built-out with smaller strip centers. These strip centers to the north impair the future expansion of the primary mall. Also, the location of the primary mall and strip centers creates an issue with expanding parking on the mall property. These factors do impair and arrest sound growth of the study area.



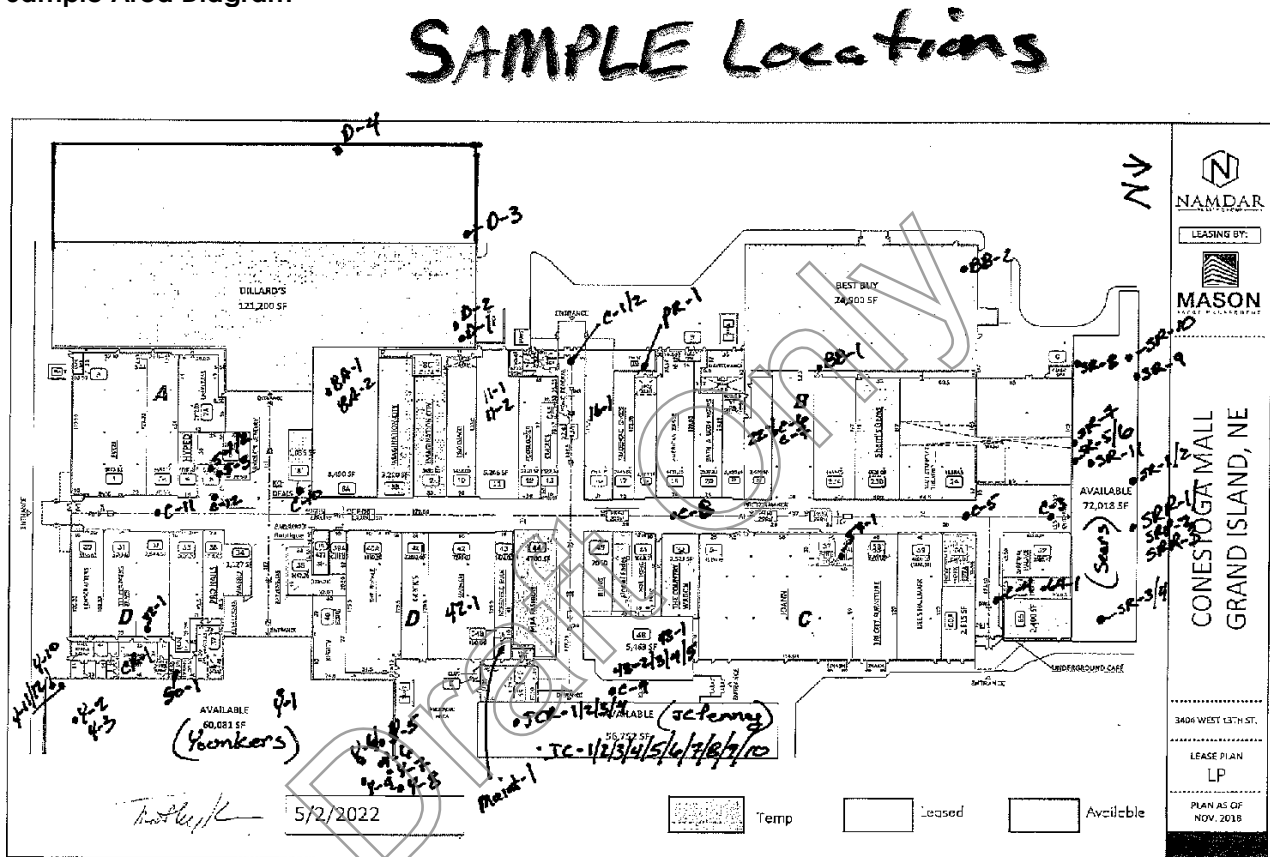
Defective/Inadequate Street Layouts

Under normal blight evaluation, this criteria would apply to public streets. However, in the case of this study area, it applies to the internal traffic circulation of the mall property and the adjoining strip centers to the north. Figure 8 indicates the primary and secondary circulation loops. The Figure also indicates potential concerns with the layouts on the site. There are enough circulation concerns on-site to make Defective/Inadequate Street Layouts a contributing factor to declaring the area as Blighted.

INSANITARY AND UNSAFE CONDITIONS

Woodsonia commissioned an asbestos analysis of the Conestoga Mall portion of the study area. The study was completed by Heartland Testing and Consulting LLC in August 2022. The following areas for the mall were reviewed and/or sampled. Inspection of the following occupied spaces were not completed due to no access: Units 3A, 4, 7A, 9, 23B, 33, 34, 38 & 40. Inspection of sub-flooring in the occupied tenant spaces of the facility were limited due to current sales area floor coverings. Additional review of the occupied spaces sales are sub-floors should be completed when the spaces are available for destructive review. Below is a summary of the spaces with limited review: 8, 9, 10, 12, 13, 17, 19, 20, 23A, 24, 30, 31, 36, 37, 39A, 40A, 41, 42, 44, 49, 50, 52, 54, 58, 59, 60, 62, Best Buy and Dillard's.

**Figure 7
Sample Area Diagram**



Source: Heartlan Testing Report 2022

The findings of the study found the following:

- Sample SR-2 – 12"x12" Black Mastic contains 5% chrysotile asbestos.
- Sample SR-4 - 12"x12" Black Mastic contains 5% chrysotile asbestos.
- Sample SR-8 - 12"x12" Black Mastic contains 5% chrysotile asbestos.
- **Sample C-2 – Drywall Joint Compound contains 0.5% chrysotile asbestos.**
- Sample C-8 – Ceiling Texture contains 10% chrysotile asbestos.
- Sample C-11 – Ceiling Texture contains 10% chrysotile asbestos. Sample Y-4 - 12"x12" Black Mastic contains 5% chrysotile asbestos.
- Sample Y-10 - 12"x12" Tile contains 3% chrysotile asbestos.
- Sample 8B-1 – Black Mastic contains 4% chrysotile asbestos.
- Sample 41-1 – 12"x12" Tile contains 3% chrysotile asbestos. Sample 41-1 – Black Mastic contains 5% chrysotile asbestos.
- Sample 48-1 – Vinyl Sheet Flooring contains 20% chrysotile asbestos.
- Sample 48-2 - Vinyl Sheet Flooring contains 20% chrysotile asbestos.
- Sample JC-4 – 12"x12" Black Mastic contains 5% chrysotile asbestos.
- Sample JC-8 – Black/Yellow Mastic contains 2% chrysotile asbestos.
- Sample JC-9 – Black Mastic contains 4% chrysotile asbestos.

- Sample JC-10 – Silver/Black HVAC Sealant contains 6% chrysotile asbestos.
- Sample D-1 – Black mastic contains 5% chrysotile asbestos.
- Sample SRR-2 – Gray/Black Roof Patch contains 3% chrysotile asbestos.
- Assumed – Transite Panels at skylight soffit areas.

Based upon information in the report, all but one (highlighted in yellow) of the sample areas require mitigation of the materials by a State of Nebraska certified asbestos contract prior to renovation or demolition activities. Additional information regarding the study findings can be seen in the complete study attached to this report.

Therefore, based upon the findings of this asbestos study, the asbestos is a contributing factor to insanitary and unsafe conditions of the study area.

DANGEROUS CONDITIONS TO LIFE OR PROPERTY DUE TO FIRE OR OTHER CAUSES

Woodsonia commissioned an asbestos analysis of the Conestoga Mall portion of the study area. The study was completed by Heartland Testing and Consulting LLC in August 2022. The following areas for the mall were reviewed and/or sampled. Inspection of the following occupied spaces were not completed due to no access: Units 3A, 4, 7A, 9, 23B, 33, 34, 38 & 40. Inspection of sub-flooring in the occupied tenant spaces of the facility were limited due to current sales area floor coverings. Additional review of the occupied spaces sales are sub-floors should be completed when the spaces are available for destructive review. Below is a summary of the spaces with limited review: 8, 9, 10, 12, 13, 17, 19, 20, 23A, 24, 30, 31, 36, 37, 39A, 40A, 41, 42, 44, 49, 50, 52, 54, 58, 59, 60, 62, Best Buy and Dillard's, see Figure 7.

The findings of the study found the following:

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Based upon information in the report, all but one (highlighted in yellow) of the sample areas require mitigation of the materials by a State of Nebraska certified asbestos contract prior to renovation or demolition activities. Additional information regarding the study findings can be seen in the complete study attached to this report.

Therefore, based upon the findings of this asbestos study, the asbestos is a contributing factor to dangerous conditions to life or property due to fire or other causes within the study area.

CONTRIBUTING FACTORS UNDER PART B OF THE BLIGHT DEFINITION

There were some conditions examined and evaluated in the field and online. Some conditions will be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

Age of Structure

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

TABLE 2: AVERAGE STRUCTURAL AGE, BY METHOD - 2018

Number	Year Built	Age	Cumulative Age	Running Total
1	1960	62	62	62
1	1970	52	52	114
15	1974	48	720	834
4	1975	47	188	1,022
1	1976	46	46	1,068
2	1978	44	88	1,156
1	1979	43	43	1,199
1	1980	42	42	1,241
2	1981	41	82	1,323
1	1989	33	33	1,356
3	1993	29	87	1,443
1	1995	27	27	1,470
2	1996	26	52	1,522
1	1998	24	24	1,546
1	2007	15	15	1,561
1	2021	1	1	1,562
35			Average	41.8

Source: Hall County Assessor's and Marvin Planning Consultants 2022

Another method to analyze this area is using square footage. State statute discusses commercial units; in the commercial world, it is not about the building as much as it is about square footage. Therefore, this analysis is also examining the age of the built square footage. Based upon data from the Hall County Assessor's office, there is a total of 647,019 built square footage in the area. Of the 647,019 total square footage, 610,089 built square feet are 40 years or older, which is 94.3% of the total build out. Therefore, more than 50% of the square footage is 40 years of age or older.

Figure 8
Defective Street Layout

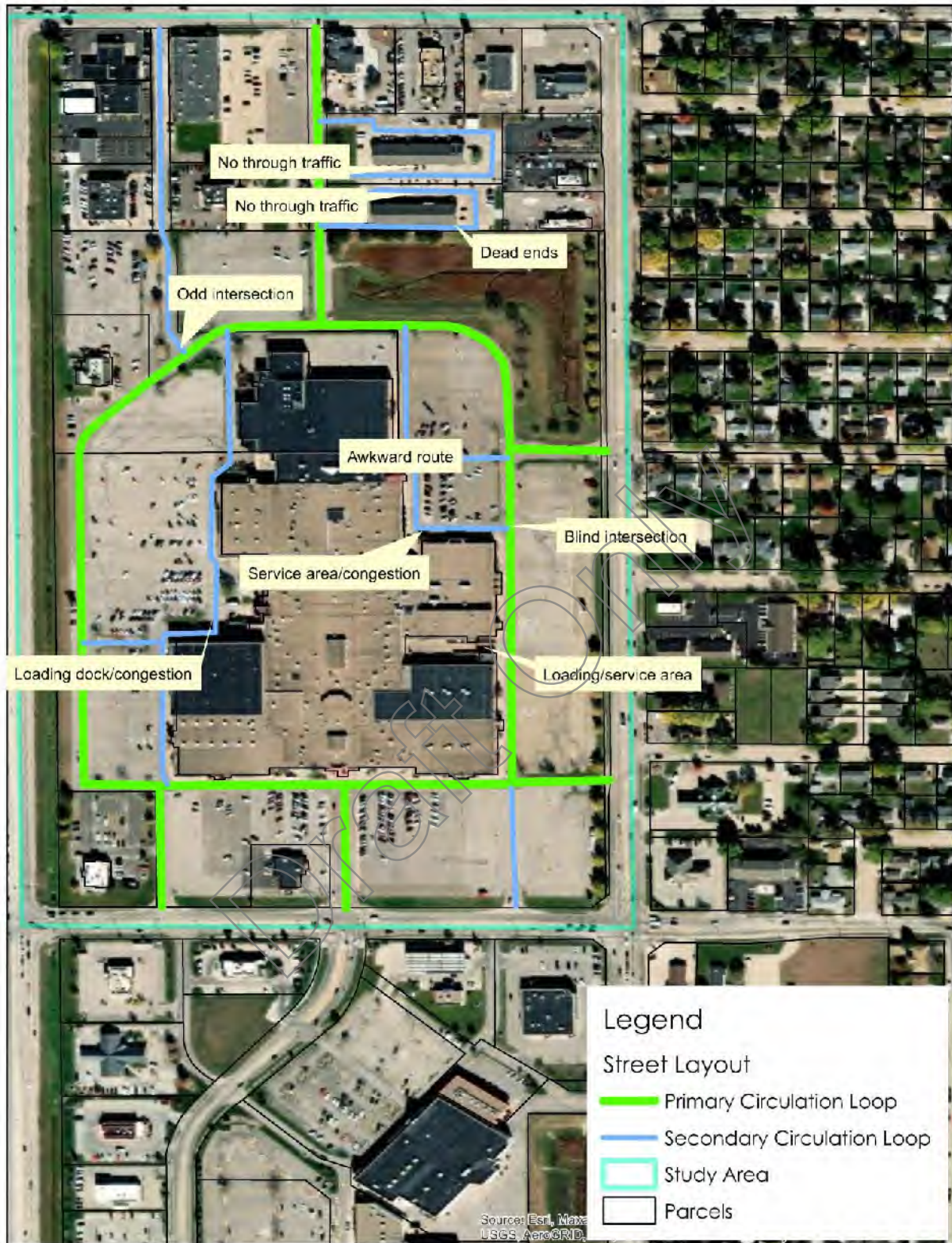


Figure 9
Structure Age



The final means to examine the age of structures is the actual number of structures within the 40 years or more or less than 40 years categories. Overall, there are 35 structures within the study area, based upon the Hall County Assessor's data (Hall County Assessor divides the primary mall structure into 11 separate units, thus 35 total). After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 28 (80.0%) unit were determined to be 40 years of age or older
- 7 (20.0%) unit were determined to be less than 40 years of age

However, when examining the age based upon a cumulative approach, as in Table 2, the average age of the primary structures is equal to 41.8 years; thus, meeting the requirements of the statutes.

The age of the structures would be a direct contributing factor.

Stable or decreasing population based upon the last two decennial census

The population of the study area has seen a stable population based upon the last two decennial census'. Over the course of the past 40 years there have not been any residential units within this study area.

Therefore, stable or decreasing population based upon the last two decennial censuses is a contributing factor to the blighted conditions of the area.

These conditions are contributing to the blighted conditions of the study area.

Criteria under Part A of the Blight Definition

- **Substantial number of deteriorating structures**
 - Within the study are 80.0% of the structures were deemed to be in either average or badly worn condition.
 - Several locations around the primary mall are indicating moisture damage to the brick façade. There is clear moisture damage inside of the mall as well.
- **Deterioration of site or other improvements**
 - The majority of the asphalt parking areas around the primary mall is in a deteriorating state and appears to have forgone updating for a considerable time.
 - There are several places where the parking surfaces are in a worse than deteriorated state based upon the photographs in the report.
- **Diversity of Ownership**
 - There are 13 different property owners within the study area.
 - The majority of the buildings owned by corporations, sit on top of ground owned by another party, typically, Conestoga Realty or Conestoga North.
- **Improper Subdivision or Obsolete Platting**
 - First and foremost are the private streets on the north side of the study area, Conestoga Drive and Overland Road.
 - The developed area in the northeast corner of the study area has been built out in a clustered manner, making traffic circulation difficult.
 - The positioning of lots along West State Street and North Webb Road have access drives in a manner that makes traffic control and congestion problematic.
- **Faulty Lot Layout**
 - The developed area in the northeast corner of the study area has been built out in a clustered manner, making traffic circulation difficult.
 - The positioning of lots along West State Street and North Webb Road have access drives in a manner making traffic control and congestion problematic.

- **Combination of factors which are impairing and/or arresting sound growth**
 - Functional Obsolescence is a contributing factor to sound growth
 - Retail markets of the 21st Century are impairing growth of the area
 - The buildup of the outlots of the mall area

- **Defective/Inadequate street layouts**
 - The layout of the primary and secondary thoroughfares on site are in conflict with key functional areas such as deliveries and loading docks
 - The two primary streets entering the mall property from the north are private streets
 - There are several points along the outer travel route that comes into conflict with secondary travel paths.

- **Insanitary and Unsafe Conditions**
 - The Conestoga Mall portion of the study area was tested for the presence of asbestos and the report filed in August 2022 indicated mitigatable levels of asbestos present throughout the facility

- **Dangerous conditions to life or property due to fire or other causes**
 - The Conestoga Mall portion of the study area was tested for the presence of asbestos and the report filed in August 2022 indicated mitigatable levels of asbestos present throughout the facility

Criteria under Part B of the Blight Definition

- **The average age of the residential or commercial units in the area is at least forty years**
 - 28 (80.0%) buildings or improvements were determined to be 40 years of age or older
 - 7 (20.0%) buildings or improvements were determined to be less than 40 years of age
 - The average age based upon a cumulative age calculation is 41.8 years.
 - 94.3% of the built square footage in the study area is 40 years of age or older.

- **Stable or decreasing population based upon the last two decennial census**
 - The study area has had a stable or decreasing population over the last two decennial census.

The other criteria for Blight were not present in the area, these included:

- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

Substandard Conditions

Age of Structure

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

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Source: Hall County Assessor's and Marvin Planning Consultants 2022

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The final means to examine the age of structures is the actual number of structures within the 40 years or more or less than 40 years categories. Overall, there are 35 structures within the study area, based upon the Hall County Assessor's data (Hall County Assessor divides the primary mall structure into 11 separate units, thus 35 total). After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 28 (80.0%) unit were determined to be 40 years of age or older
- 7 (20.0%) unit were determined to be less than 40 years of age

However, when examining the age based upon a cumulative approach, as in Table 2, the average age of the primary structures is equal to 41.8 years; thus, meeting the requirements of the statutes.

The age of the structures would be a direct contributing factor.

Substandard Summary

Nebraska State Statute requires that "...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, **age** or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

This Study Area in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #28

Blight Study Area #28 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions under Part A

- Substantial number of deteriorating structures
- Deterioration of site or other improvements
- Diversity of Ownership
- Improper Subdivision or Obsolete Platting
- Faulty Lot Layout
- Combination of factors which are impairing and/or arresting sound growth
- Defective/Inadequate street layouts
- Insanitary and Unsafe Conditions
- Dangerous conditions to life or property due to fire or other causes

Criteria under Part B of the Blight Definition

- The average age of the residential or commercial units in the area is at least forty years
- Stable or decreasing population based upon the last two decennial census

Substandard Conditions

- Average age of the structures in the area is at least forty years

Asbestos Study

Draft Only

HEARTLAND TESTING & CONSULTING, LLC

LIMITED NESHAP ASBESTOS SAMPLING REPORT

**Conestoga Mall
3404 W 13th Street
Grand Island, Nebraska**

Prepared for:

**Woodsonia Acquisitions, LLC
20010 Manderson Street Ste: 2
Elkhorn NE 68022**

August 5, 2022

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LIMITED NESHAP ASBESTOS SAMPLING REPORT

Date of Report: August 5, 2022

Project Name: Limited NESHAP Asbestos Inspection

Site Characterization: Conestoga Mall
3408 W 13th Street
Grand Island, NE 68803

Inspection Date: July 11th, July 12th, July 14th, July 21 & July 27, 2022

Inspector Name/License #: Michael A. Smith
NE Asbestos Inspector/Management Planner #920

Outside Information: None

Inspection Limitations: Inspection of the following occupied spaces were not completed due to no access: **Units 3A, 4, 7A, 9, 23B, 33, 34, 38 & 40**

Inspection of sub-flooring in the occupied tenant spaces of the facility were limited due to current sales area floor coverings. Additional review of the occupied spaces sales are sub-floors should be completed when the spaces are available for destructive review. Below is a summary of the spaces with limited review: **8, 9, 10, 12, 13, 17, 19, 20, 23A, 24, 30, 31, 36, 37, 39A, 40A, 41, 42, 44, 49, 50, 52, 54, 58, 59, 60, 62, Best Buy and Dillard's.**

Summarized Findings:

The following is a summary of the asbestos-containing materials identified in the inspection areas of the structure:

Sample SR-2 – 12”x12” Black Mastic contains 5% chrysotile asbestos.
Sample SR-4 - 12”x12” Black Mastic contains 5% chrysotile asbestos.
Sample SR-8 - 12”x12” Black Mastic contains 5% chrysotile asbestos.
Sample C-2 – Drywall Joint Compound contains 0.5% chrysotile asbestos.
Sample C-8 – Ceiling Texture contains 10% chrysotile asbestos.
Sample C-11 – Ceiling Texture contains 10% chrysotile asbestos.
Sample Y-4 - 12”x12” Black Mastic contains 5% chrysotile asbestos.
Sample Y-10 - 12”x12” Tile contains 3% chrysotile asbestos.
Sample 8B-1 – Black Mastic contains 4% chrysotile asbestos.
Sample 41-1 – 12”x12” Tile contains 3% chrysotile asbestos.
Sample 41-1 – Black Mastic contains 5% chrysotile asbestos.
Sample 48-1 – Vinyl Sheet Flooring contains 20% chrysotile asbestos.
Sample 48-2 - Vinyl Sheet Flooring contains 20% chrysotile asbestos.
Sample JC-4 – 12”x12” Black Mastic contains 5% chrysotile asbestos.
Sample JC-8 – Black/Yellow Mastic contains 2% chrysotile asbestos.
Sample JC-9 – Black Mastic contains 4% chrysotile asbestos.
Sample JC-10 – Silver/Black HVAC Sealant contains 6% chrysotile asbestos.
Sample D-1 – Black mastic contains 5% chrysotile asbestos.
Sample SRR-2 – Gray/Black Roof Patch contains 3% chrysotile asbestos.
Assumed – Transite Panels at skylight soffit areas.

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Any building material that contains greater than 1% asbestos is considered regulated and should be removed by a State of Nebraska certified asbestos abatement contractor prior to renovation or demolition activities.

Any presumed or building material known to contain <1% asbestos must be removed prior to renovation work to meet OSHA occupational exposure requirements.

Sample C-2: Wall Board System Joint Compound

The definition of asbestos-containing material (ACM) presented at 29 CFR 1910.1001(b), 29 CFR 1915(b), and 29 CFR 1926.1101(b); OSHA regards each of the items used to construct wall shells from wallboard panels as separate materials. Each of these materials that may contain asbestos must be analyzed separately for their asbestos content. OSHA does not regard wallboard/gypsum wallboard and joint compound as a surfacing material. If a wall shell is constructed of ACM joint compound and wallboard panels that are not ACM, then removal of the wall shell is considered OSHA Class II asbestos work.

For a full listing of materials tested please see table 1. Laboratory analytical results are presented in Appendix D. Asbestos sample photographs are presented in Appendix E. Facility diagram is presented in Appendix F.

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Table 1: Sample Analysis Results

Material	Location	Quantity *	Asbestos %	Friable	Sample #
12"x12" Gray/Tan Mottled VFT w/ Yellow Mastic	Sears	-	ND	No	SR-1
VFT & Black Mastic (Under SR-1)	Sears	60,000 sf.	Mastic – 5% Chrysotile	No	SR-2
12"x12" Gray Mottled VFT w/ Yellow Mastic	Sears	-	ND	No	SR-3
VFT (Under SR-3) & Black Mastics	Sears	SR-2	Mastic – 5% Chrysotile	No	SR-4
12"x12" White/Black/Gray VFT w/ Yellow Mastic	Sears	-	ND	No	SR-5
12"x12" White w/ Black Streaked VFT w/ Yellow Mastic	Sears	-	ND	No	SR-6
Drywall	Sears	-	ND	No	SR-7
12"x12" Tan Mottled VFT & Black Mastic	Sears	SR-2	Mastic – 5% Chrysotile	No	SR-8
Drywall & Joint Compound (Composite)	Sears	-	ND	No	SR-9
12"x12" White w/ Black Specks VFT w/ Yellow Mastic	Sears	-	ND	No	SR-10
12"x12" Gray w/ Black Specks VFT w/ Yellow Mastic	Sears	-	ND	No	SR-11
2'x4' Ceiling Tile w/ Large/Small Dents	Corridors	-	ND	No	C-1
Drywall & Joint Compound	Original Structure	Walls & Ceilings	Joint Compound – 0.5%	No	C-2
Ceiling Texture	Corridor	-	ND	No	C-3
2'x4' Ceiling Tile w/ Pinholes & Large/Small Dents	Corridor	-	ND	No	C-4
Ceiling Texture	Corridor	-	ND	No	C-5
2'x4' Ceiling Tile w Fissures & Pinholes	Corridors	-	ND	No	C-6
Drywall & Joint Compound	Corridor	-	ND	No	C-7
Ceiling Texture	Original Corridor	13,000 sf.	10% Chrysotile	No	C-8
Ceiling Texture	Corridor	-	ND	No	C-9
2'x4' Ceiling Tile w/ Pinholes and Dents	Corridor	-	ND	No	C-10
Ceiling Texture	Original Corridor	C-8	10% Chrysotile	No	C-11
Wood Flooring w/ Black Mastic	Unit 5	-	ND	No	C-12
12"x12" Gray Mottled w/ Black Streaked VFT	Unit 5	-	ND	No	5-1
Black Baseboard	Unit 5	-	ND	No	5-2
Mudded Fitting	Unit 5	-	ND	No	5-3
12"x12" Tan Mottled VFT w/ Yellow Mastic	Younkers	-	ND	No	Y-1
12"x12" Gray VFT	Younkers	-	ND	No	Y-2
12"x12" White w/ Blue/Gray Streaked VFT & Yellow Mastic	Younkers	-	ND	No	Y-3
12"x12" Black VFT w/ Black Mastic	Younkers	10 sf.	Mastic – 5% Chrysotile	No	Y-4
12"x12" White w/ Brown Streaked VFT	Younkers	-	ND	No	Y-5
12"x12" VFT with ½" Square Pattern	Younkers	-	ND	No	Y-6
Drywall & Joint Compound	Younkers	-	ND	No	Y-7
Brown Baseboard w/ Brown Adhesive	Younkers	-	ND	No	Y-8
Mudded Pipe Hanger	Younkers	-	ND	No	Y-9
12"x12" White w/ Brown Streaked VFT & Black Mastic	Younkers	5,000 sf.	Tile – 3% Chrysotile	No	Y-10
12"x12" Blue/Green VFT	Younkers	-	ND	No	Y-11
12"x12" Off-White w/ Blue Streaked VFT	Younkers	-	ND	No	Y-12
Ceiling Texture (E & S Vestibules)	Younkers	C-8	10% Chrysotile	No	C-8
12"x12" Tan Mottled VFT & Yellow Mastic	Unit 8A	-	ND	No	8A-1
Tan Carpet Mastic	Unit 8A	-	ND	No	8A-2

ND-Non-Detect SF.-Square Foot LF.-Lineal Feet CT-Ceiling Tile VFT-Vinyl Floor Tile VSF-Vinyl Sheet Flooring

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Material	Location	Quantity *	Asbestos %	Friable	Sample #
VSF w/ Mastic (Bathroom)	Unit 8B	80 sf.	Mastic - 4% Chrysotile	No	8B-1
12"x12" VFT w/ Yellow Mastic	Unit 8B	-	ND	No	8B-2
Gray Pebble Pattern VSF	Unit 11	-	ND	No	11-1
12"x12" White w/ Gray Streaked VFT	Unit 11	-	ND	No	11-2
Black Mastic	Unit 17	-	ND	No	17-1
12"x12" Tan Mottled VFT w/ Yellow Mastic	Unit 20-1	-	ND	No	20-1
12"x12" White w/ Brown Mottled VFT	Unit 23A-1	-	ND	No	23A-1
Black Mastic	Unit 24	-	ND	No	24-1
12"x12" White w/ Gray Mottled VFT	Unit 31	-	ND	No	31-1
Black Mastic	Unit 39	-	ND	No	39-1
VSF	Unit 40A	-	ND	No	40A-1
12"x12" Tan w/ Brown Pitted VFT & Black Mastic	Unit 41	300 sf.	Tile - 3% Chrysotile Mastic - 5% Chrysotile	No	41-1
12"x12" VFT and Mastic	Unit 42	-	ND	No	42-1
12"x12" Black VFT	Unit 43	-	ND	No	43-1
Tan VSF	Unit 48	150 sf.	20% Chrysotile	No	48-1
Tan Designed VSF	Unit 48	200 sf.	20% Chrysotile	No	48-2
Drywall & Joint Compound	Unit 48	-	ND	No	48-3
Wall Texture	Unit 48	-	ND	No	48-4
Mudded Fitting	Unit 48	-	ND	No	48-5
12"x12" VFT	Unit 49	-	ND	No	49-1
VSF	Unit 51	-	ND	No	51-1
12"x12" White w/ Black Streaked VFT	Unit 52	-	ND	No	52-1
12"x12" VFT	Unit 58	-	ND	No	58-1
12"x12" White w/ Black Streaked VFT & Yellow/Tan Mastic	Maint. Room	-	ND	NO	Maint-1
12"x12" Tan w/ Brown Streaked VFT & Black Mastic	JC Penny	-	ND	No	JC-1
12"x12" Brown VFT w/ Brown Mastic	JC Penny	-	ND	No	JC-2
12"x12" Black w/ White Streaked VFT	JC Penny	-	ND	No	JC-3
12"x12" Tan Marbled VFT & Black Mastic	JC Penny	30,000 sf.	Mastic - 5% Chrysotile	No	JC-4
12"x12" Beige Mottled VFT & Yellow Mastic	JC Penny	-	ND	No	JC-5
12"x12" Off-White/Tan Mottled VFT & Yellow Mastic	JC Penny	-	ND	No	JC-6
Ceiling Tile w/ Pinholes and Holes	JC Penny	-	ND	No	JC-7
Black/Yellow Mastic	JC Penny	JC-4	2% Chrysotile	No	JC-8
12"x12" White w/ Black Streaked VFT & Black Mastic (Sales Floor)	JC Penny	JC-4	Mastic - 4% Chrysotile	No	JC-9
Silver/Black HVAC Duct Sealant (JC Penny Roof)	JC Penny	80 sf.	6% Chrysotile	No	JC-10
12"x12" Cream w/ Brown Streaked VFT Black Mastic	Unit 16	-	ND	No	16-1
12"x12" Tan/Olive/Blue Mottled VFT	Unit 22	-	ND	No	22-1
12"x12" VFT (Under Carpet) w/ Yellow Carpet and Black Mastics	Paint Room	-	ND	No	PR-1
12"x12" Cream w/ Brown Streaked VFT & Black Mastic	Unit 57	-	ND	No	57-1
Tan 4" Square Design VSF	Unit 64	-	ND	No	64-1
12"x12" White w/ Black Streaked VFT & Yellow Mastic	Security Office	-	ND	No	SO-1
2'x2" Ceiling Tile w/ Deep Design	Civic Room	-	ND	No	CR-1

ND-Non-Detect SF.-Square Foot LF.-Lineal Feet CT-Ceiling Tile VFT-Vinyl Floor Tile VSF-Vinyl Sheet Flooring

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Material	Location	Quantity *	Asbestos %	Friable	Sample #
Black Roof Flashing Tar	Sears Roof	-	ND	No	SRR-1
Gray/Black Patch Sealant	Sears Roof	1 sf.	3% Chrysotile	No	SRR-2
Black Roof Flashing Tar	Sears Roof	-	ND	No	SRR-3
Black Roof Tar	JCP Roof	-	ND	No	JCR-1
Black Speckled Asphalt Roll & Black Tar	JCP Roof	-	ND	No	JCR-2
Black Roof Tar	JCP Roof	-	ND	No	JCR-3
Black Speckled Asphalt Roll & Black Tar	JCP Roof	-	ND	No	JCR-4
VSF w/ Adhesive	Unit 8B	-	ND	No	8B-1
12"x12" VFT w/ Yellow Mastic	Unit 8B	-	ND	No	8B-2
Black Mastic	Unit 17	-	ND	No	17-1
12"x12" Tan Mottled VFT w/ Yellow Mastic	Unit 20	-	ND	No	20-1
12"x12" White w/ Brown Mottled VFT	Unit 23	-	ND	No	23A-1
Black Mastic	Unit 24	-	ND	No	24-1
12"x12" White w/ Gray Mottled VFT	Unit 31	-	ND	No	31-1
Black Mastic	Unit 39	-	ND	No	39-1
VSF	Unit 40A	-	ND	No	40A-1
12"x12" Tan w/ Brown Pitted VFT and Black Mastic	Unit 41	-	ND	No	41-1
12"x12" VFT and Yellow Mastic	Unit 42	-	ND	No	42-1
12"x12" Black VFT	Unit 43	-	ND	No	43-1
Mudded Fitting (Roof Drain)	Unit 48	-	ND	No	48-5
12"x12" VFT	Unit 49	-	ND	No	49-1
VSF	Unit 51	-	ND	No	51-1
12"x12" White w/ Black Streaked VFT	Unit 52	-	ND	No	52-1
12"x12" VFT	Unit 58	-	ND	No	58-1
Drywall & Joint Compound	Best Buy		ND	No	BB-1
Tan Vinyl Plank Flooring	Best Buy		ND	No	BB-2
12"x12" Blue/Gray Mottled VFT & Black Mastic	Dillard's	120,000 sf.	Mastic – 5% Chrysotile	No	D-1
Drywall	Dillard's		ND	No	D-2
12"x12" Tan w/ Blue Mottled VFT	Dillard's		ND	No	D-3
Mudded Fitting	Dillard's		ND	No	D-4
Transite Soffit Panels	Sky Light Areas	3,000 sf.	Assumed	No	----

ND-Non-Detect SF.-Square Foot LF.-Lineal Feet CT-Ceiling Tile VFT-Vinyl Floor Tile VSF-Vinyl Sheet Flooring

*The quantities listed above are based upon the inspector's field measurements and are provided as estimates only.

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Scope of Services

A visual inspection and sampling survey was conducted in general accordance with EPA/NESHAP guidelines to determine the presence of suspect asbestos-containing building materials (ACBM) in demolition and renovation projects.

Survey Methodology

This asbestos survey was performed by a State of Nebraska licensed asbestos inspector. An initial building walk through was conducted to determine the presence of suspect materials, homogeneous materials, and functional spaces throughout the facility. Following the walk through, the inspector collects samples of selected materials identified as suspect ACBM. Sampling is limited to those materials which do not involve destruction of building elements, physical barriers, or the structural integrity of the item being tested. Confined spaces and areas with structural deficiencies are also not inspected unless noted. EPA guidelines were used to determine the sampling protocol. Sampling locations were chosen to be representative of the homogeneous sampling area. While an effort was made to collect samples randomly, samples were taken preferentially from areas which were the least visible to minimize disturbance of the material.

Laboratory Methodology

Bulk samples obtained from the facility were analyzed at an accredited laboratory listed on the National Voluntary Laboratory Accreditation Program (NVLAP) using Polarized Light Microscopy (PLM) or point count methodology (PC) as needed. Laboratory certifications and statements of qualifications can be provided as needed.

Warranty

HTC and its inspectors are trained and licensed to perform the services provided. All care is taken to provide a product of the highest quality in line with professional standards. All care is taken to examine the entirety of the facility or area requested in so far as it is safe to do so. The value of the warranty or any claims cannot exceed the value paid for this report or survey.

Survey and Analysis Results

For a detailed report on laboratory findings please refer to Appendix D. Quantities of materials sampled are estimated from field measurements. Owner, contractor, or other operators should field verify all quantities to ensure accuracy.

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Appendix A – Licensing:

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Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 6/24/2021.

Name: Michael Aaron Smith
Type: Asbestos Management Planner
Number: 920
Status: Active
Issued: 01/29/2015
Expiration: 02/28/2023
Education: None on record at this time

Disciplinary/Non-Disciplinary Information:

No disciplinary/non-disciplinary actions taken against this license.

If you have questions about this information, please contact the Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.

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State of Nebraska
Department of Health and Human Services
Division of Public Health

Michael Aaron Smith
Asbestos Management Planner

License #: 920 Expiration: 02/28/2023
Status: Active

Appendix B – Regulatory Overview:

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There are several government agencies with regulations pertaining to asbestos, renovation, and demolition projects in Nebraska. The following items are summaries of their involvement.

Environmental Protection Agency

Asbestos Hazard Emergency Response Act (AHERA) – This act contains many regulations pertaining exclusively to schools and can be found in 40 Code of Federal Regulation (CFR), Part 763.

National Emissions Standards for Hazardous Air Pollutants (NESHAP) – NESHAP regulations govern most of the asbestos related renovation and demolition projects. The full text can be found in 40 CFR. Part 61.

- Requires an asbestos inspection prior to renovation and demolition projects.
- Requires removal of materials prior to being disturbed by renovation or demolition activities.
- Requires ten government working day notification prior to any renovation, demolition, or asbestos removal activities on projects greater than 160 square feet or 260 lineal feet. All demolition projects must be notified regardless of if asbestos is present.
- Regulates the training requirements for asbestos professionals.
- Regulates the identification, removal, transportation, and disposal of asbestos containing materials.

Nebraska Department of Health & Human Services Asbestos Control Program

This state agency is delegated certain responsibilities created by the EPA regulations. For more information visit the programs website located at <https://dhhs.ne.gov/Pages/Asbestos.aspx>.

- Requires an asbestos inspection be performed by a licensed inspector prior to any renovation or demolition project. From the Program website:

“Before you begin demolition or renovation of a project by anyone other than a homeowner (in that person’s residential property of 4 units or less), each residential or commercial property owner must have a thorough inspection for asbestos-containing materials. This inspection must be performed by a Nebraska-certified asbestos inspector.”

- Requires a ten-day (14 calendar day) notification on projects greater than 160 square feet or 260 lineal feet.
- Requires state licensed personnel do all asbestos work except that exempted by the residential exemption found in glossary.
- Regulates work practices for all asbestos work.
- Enforces State regulations and some EPA regulations.

Nebraska Department of Environment and Energy (NDEE)

NDEE regulations require removal of asbestos prior to demolition or renovation. NDEE also regulates the disposal of asbestos wastes and construction and demolition (C & D) materials.

- Requires use of personnel licensed in accordance with NDOH.
- Requires inspection and removal of ACM in demolition and renovations projects.
- Requires the same ten-day notification as above.
- Requires all asbestos waste be disposed of in a licensed landfill permitted to accept asbestos.

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- Requires all C&D material be disposed of or recycled in a permitted facility.
- Requires an inspection and removal of any ACM prior to a fire training exercise. Also requires disposal of ashes from said burn in a licensed landfill.

Occupational Safety and Health Administration (OSHA)

OSHA regulates asbestos as it pertains to the safety and health of all workers on site. Further information can be found in 29 cfr. 1926.1101.

- Requires owners of facilities to perform a survey of asbestos containing materials and institute an operations and maintenance plan to keep materials in good condition.
- Regulates work practices for removal and repair of ACM as it pertains to employee safety.
- Requires air monitoring be performed in certain situations to protect safety of asbestos workers as well as any other workers that may be in the area or structure.
- Requires medical monitoring, respiratory protection, and education of employees working with asbestos.
- OSHA may regulate materials whose asbestos content does not meet the EPA definition of an asbestos containing material.

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Appendix C - Glossary of Terms:

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Approved Asbestos Waste Disposal Site - means a solid waste disposal area that is operated under a permit issued by the Nebraska Department of Environmental Quality and is authorized to receive asbestos containing solid wastes. See Appendix E.

Asbestos – means asbestiform varieties of chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.

Asbestos Containing Materials or ACM – means any material or product, which contains more than 1% asbestos.

Asbestos Project – means an asbestos encapsulation project, an asbestos removal project, an asbestos enclosure project, an asbestos related demolition project or an asbestos related dismantling project, but shall not include any activities which affect three (3) square feet or less or three (3) linear feet or less of ACM on or in a structure or equipment or any appurtenances thereto, or (b) any activities physically performed by a homeowner, a member of the home owner's family or an unpaid volunteer on or in the home owner's residential property of four units or less.

Bulk Sample – a solid quantity of a building material suspected of containing asbestos and that will be analyzed for the presence of asbestos.

Demolition – means the wrecking, razing, or removal of any structure or load-supporting structural item of any structure, including any related material handling operations, and includes the intentional burning of any structure.

Friable Asbestos – means asbestos in a form which can be crumbled, pulverized, or reduced to powder by hand pressure.

Caution: Non-friable asbestos which becomes friable is classified as friable asbestos.

Inspector – means an individual who is certified by the Department to identify and assess the condition of ACM. Inspectors shall perform their duties in accordance with the techniques, knowledge, training and responsibilities outlined in 008.04A8.

Management Planner – means an individual who is certified by the Department to assess the hazard of materials containing asbestos, to determine the appropriate response actions and to write management plans.

Non-friable ACM – any material containing more than one percent asbestos (as determined by Polarized Light Microscopy), that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure, Nonfriable asbestos is further divided into categories I and II. Category I includes packings, gaskets, resilient floor covering, and asphalt roofing. Category II includes any material not in Category I.

Project Designer – means an individual who is certified by the Department to formulate plans and write specifications for conducting asbestos projects.

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RACM – Regulated Asbestos-Containing Material (ACM) is:

- Friable asbestos;
- Category I non-friable ACM that has become friable due to destructive handling;
- Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; or
- Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material during demolition or renovation operations regulated by the Asbestos National Emission Standard for Hazardous Air Pollutants (NESHAP).

Renovation – means the altering of a structure, one or more structural items, or one or more equipment items in any way, including any asbestos project performed on a structure, structural item, or equipment item.

Structure or Structural Item – means roofs, walls, ceilings, floors, structural supports, pipes, ducts, fittings and fixtures that have been installed as an integral part of any structure.

Thermal System Insulation (TSI) – ACM applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain.

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Appendix D – Laboratory Analytical Results

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Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116


Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JH22138748
Project #: 2973888
Date Received: 13-Jul-2022
Date Analyzed: 14-Jul-2022
Date Reported: 15-Jul-2022

EMLab ID 2973888

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	
SR-1	LAYER 1 Floor Tile, Beige, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
SR-2	LAYER 1 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Floor Tile, Beige, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 3 Mastic, Black, Homogeneous	Chrysotile 5%	Non-Fibrous Material	95%
SR-3	LAYER 1 Floor Tile, Off White, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
SR-4	LAYER 1 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Floor Tile, White, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 3 Mastic, Black, Homogeneous	Chrysotile 5%	Non-Fibrous Material	95%
SR-5	LAYER 1 Floor Tile, Gray, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%

Anh Phung Analyst


 Scott Ward, Ph.D. Lab Director

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NVLAP Lab Code: 200525-0

TDSHS License: 30-0273

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Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116


Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JH22138748
Project #: 2973888
Date Received: 13-Jul-2022
Date Analyzed: 14-Jul-2022
Date Reported: 15-Jul-2022

EMLab ID 2973888

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents
SR-6	LAYER 1 Floor Tile, Lt. Gray, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material 100%
SR-7	Wallboard, Brown/ White, Homogeneous	None Detected	Cellulose Fiber 10% Fibrous Glass <1% Non-Fibrous Material 90%
SR-8	LAYER 1 Mastic, Gray/ Clear, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Floor Tile, Beige, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 3 Mastic, Black, Homogeneous	Chrysotile 5%	Non-Fibrous Material 95%
SR-9	LAYER 1 Joint Compound, White, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Wallboard, Brown/ White, Homogeneous	None Detected	Cellulose Fiber 10% Fibrous Glass <1% Non-Fibrous Material 90%
SR-10	LAYER 1 Mastic, Gray/ Clear, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Floor Tile, Off White, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 3 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material 100%

Anh Phung Analyst


 Scott Ward, Ph.D. Lab Director

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Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116


Donnie Combs
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10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JH22138748
Project #: 2973888
Date Received: 13-Jul-2022
Date Analyzed: 14-Jul-2022
Date Reported: 15-Jul-2022

EMLab ID 2973888

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	
SR-11	LAYER 1 Floor Tile, Gray, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
C-1	Ceiling Tile, White/ Gray, Homogeneous	None Detected	Cellulose Fiber Mineral Wool Non-Fibrous Material	60% 20% 20%
C-2	LAYER 1 Joint Compound, Beige, Homogeneous	Chrysotile 2%	Non-Fibrous Material	98%
	LAYER 2 Wallboard, Brown/ White, Homogeneous	None Detected	Cellulose Fiber Fibrous Glass Non-Fibrous Material	10% <1% 90%
C-3	Ceiling Texture, White, Homogeneous	None Detected	Non-Fibrous Material	100%
C-4	Ceiling Tile, White/ Gray, Homogeneous	None Detected	Cellulose Fiber Mineral Wool Non-Fibrous Material	60% 20% 20%
C-5	Ceiling Texture, White, Homogeneous	None Detected	Non-Fibrous Material	100%
C-6	Ceiling Tile, White/ Gray, Homogeneous	None Detected	Cellulose Fiber Mineral Wool Non-Fibrous Material	60% 20% 20%

Anh Phung Analyst


 Scott Ward, Ph.D. Lab Director

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Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116


Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JH22138748
Project #: 2973888
Date Received: 13-Jul-2022
Date Analyzed: 14-Jul-2022
Date Reported: 15-Jul-2022

EMLab ID 2973888

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents
C-7	LAYER 1 Joint Compound, White, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Wallboard, Brown/ White, Homogeneous	None Detected	Cellulose Fiber 10% Fibrous Glass <1% Non-Fibrous Material 90%
C-8	Ceiling Texture, White, Homogeneous	Chrysotile 10%	Non-Fibrous Material 90%
C-9	Ceiling Texture, White, Homogeneous	None Detected	Non-Fibrous Material 100%
C-10	Ceiling Tile, White/ Gray, Homogeneous	None Detected	Cellulose Fiber 70% Mineral Wool 10% Non-Fibrous Material 20%
C-11	Ceiling Texture, White, Homogeneous	Chrysotile 10%	Non-Fibrous Material 90%
C-12	LAYER 1 Wood Flooring, Brown, Homogeneous	None Detected	Cellulose Fiber 100%
	LAYER 2 Mastic, Brown, Homogeneous No Black Mastic Present	None Detected	Cellulose Fiber 2% Non-Fibrous Material 98%
32-1	LAYER 1 Floor Tile, Tan, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material 100%

Anh Phung Analyst


 Scott Ward, Ph.D. Lab Director

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Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041


Order #: JH22138748
Project #: 2973888
Date Received: 13-Jul-2022
Date Analyzed: 14-Jul-2022
Date Reported: 15-Jul-2022

EMLab ID 2973888

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	
8A-1	LAYER 1 Floor Tile, Tan, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%

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Anh Phung Analyst


 Scott Ward, Ph.D. Lab Director

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Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)
EPA 600/M4-82-020; 600/R-93/116 - Point Count Method

Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041


Order #: JH22138951
Project #: 2973888
Date Received: 20-Jul-2022
Date Analyzed: 20-Jul-2022
Date Reported: 22-Jul-2022

PC-JH22138748-EMLab ID 2973888

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents
C-2 LAYER 1	Joint Compound, Beige, Homogeneous Original PLM Result: Chrysotile 2%	Chrysotile 0.50%	Non-Fibrous Material 99.50%
400 pt. POINT COUNT			

Draft Only

Taylor Smylie Analyst


 Scott Ward, Ph.D. Lab Director

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NVLAP Lab Code: 200525-0

TDSHS License: 30-0273

Page 1 of 1

Client: Heartland Testing & Consulting
 C/O: Mike Smith
 Re: Conestoga Mall; NESHAP

Date of Sampling: 07-11-2022
 Date of Receipt: 07-13-2022
 Date of Report: 07-18-2022

ASBESTOS PLM REPORT

Total Samples Submitted: 29

Total Samples Analyzed: 29

Total Samples with Layer Asbestos Content > 1%: 4

Location: 5-1, 12"x12" Gray Mottled w/ Brown Streaked VFT

Lab ID-Version‡: 14304823-1

Sample Layers	Asbestos Content
Gray Floor Tile	ND
Yellow Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: 5-2, Black Baseboard

Lab ID-Version‡: 14304824-1

Sample Layers	Asbestos Content
Black Baseboard	ND
Yellow Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: 5-3, Mudded Fitting

Lab ID-Version‡: 14304825-1

Sample Layers	Asbestos Content
Gray Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	15% Glass Fibers 5% Cellulose
Sample Composite Homogeneity:	Good

Location: Y-1, 12"x12" Tan Mottled VFT w/ Yellow Mastic

Lab ID-Version‡: 14304826-1

Sample Layers	Asbestos Content
Tan Floor Tile	ND
Yellow Mastic	ND
Sample Composite Homogeneity:	Moderate

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Heartland Testing & Consulting
C/O: Mike Smith
Re: Conestoga Mall; NESHAP

Date of Sampling: 07-11-2022
Date of Receipt: 07-13-2022
Date of Report: 07-18-2022

ASBESTOS PLM REPORT

Location: Y-2, 12"x12" Gray VFT

Lab ID-Version‡: 14304827-1

Sample Layers	Asbestos Content
Gray Floor Tile	ND
Yellow Mastic	ND
Sample Composite Homogeneity: Moderate	

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Client: Heartland Testing & Consulting
 C/O: Mike Smith
 Re: Conestoga Mall; NESHAP

Date of Sampling: 07-11-2022
 Date of Receipt: 07-13-2022
 Date of Report: 07-18-2022

ASBESTOS PLM REPORT

Location: Y-3, 12"x12" White w/ Blue/Gray Streaked VFT w/ Yellow Mastic

Lab ID-Version‡: 14304828-1

Sample Layers	Asbestos Content
White Floor Tile	ND
Yellow Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: Y-4, 12"x12" Black VFT w/ Black Mastic

Lab ID-Version‡: 14304829-1

Sample Layers	Asbestos Content
Black Floor Tile	ND
Black Mastic	5% Chrysotile
Sample Composite Homogeneity: Moderate	

Location: Y-5, 12"x12" White w/ Brown Streaked VFT

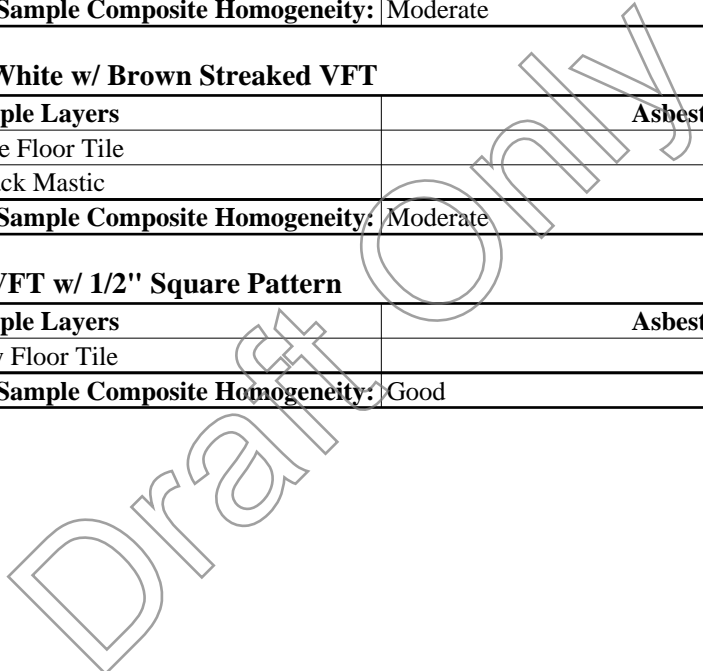
Lab ID-Version‡: 14304830-1

Sample Layers	Asbestos Content
White Floor Tile	ND
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: Y-6, 12"x12" VFT w/ 1/2" Square Pattern

Lab ID-Version‡: 14304831-1

Sample Layers	Asbestos Content
Gray Floor Tile	ND
Sample Composite Homogeneity: Good	



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Client: Heartland Testing & Consulting
C/O: Mike Smith
Re: Conestoga Mall; NESHAP

Date of Sampling: 07-11-2022
Date of Receipt: 07-13-2022
Date of Report: 07-18-2022

ASBESTOS PLM REPORT

Location: Y-7, Drywall & Joint Compound (COMPOSITE SAMPLE)

Lab ID-Version‡: 14304832-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
White Joint Compound	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: Y-8, Brown Baseboard w/ Brown Adhesive

Lab ID-Version‡: 14304833-1

Sample Layers	Asbestos Content
Brown Baseboard	ND
Brown Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: Y-9, Mudded Pipe Hager Fitting

Lab ID-Version‡: 14304834-1

Sample Layers	Asbestos Content
Gray Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	15% Glass Fibers 5% Cellulose
Sample Composite Homogeneity:	Good

Location: 11-1, Gray Pebble Pattern VSF

Lab ID-Version‡: 14304835-1

Sample Layers	Asbestos Content
Gray Sheet Flooring with Fibrous Backing	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Good

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C/O: Mike Smith
Re: Conestoga Mall; NESHAP

Date of Sampling: 07-11-2022
Date of Receipt: 07-13-2022
Date of Report: 07-18-2022

ASBESTOS PLM REPORT

Location: 11-2, 12"x12" White w/ Gray Streaked VFT w/ Yellow Mastic

Lab ID-Version‡: 14304836-1

Sample Layers	Asbestos Content
White Floor Tile	ND
Yellow Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: 48-1, Tan VSF

Lab ID-Version‡: 14304837-1

Sample Layers	Asbestos Content
Tan Sheet Flooring with Fibrous Backing	20% Chrysotile
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

Location: 48-2, Tan Designed VSF

Lab ID-Version‡: 14304838-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
Tan Sheet Flooring with Fibrous Backing	20% Chrysotile
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 48-3, Drywall & Joint Compound

Lab ID-Version‡: 14304839-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

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Client: Heartland Testing & Consulting
C/O: Mike Smith
Re: Conestoga Mall; NESHAP

Date of Sampling: 07-11-2022
Date of Receipt: 07-13-2022
Date of Report: 07-18-2022

ASBESTOS PLM REPORT

Location: 48-4, Wall Texture

Lab ID-Version‡: 14304840-1

Sample Layers	Asbestos Content
White Texture	ND
Sample Composite Homogeneity: Good	

Location: Maint-1, 12"x12" White w/ Black Streaked VFT w/ Tan-Yellow Mastic

Lab ID-Version‡: 14304841-1

Sample Layers	Asbestos Content
White Floor Tile	ND
Yellow Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: JC-1, 12"x12" Tan w/ Brown Streaked VFT w/ Black Mastic

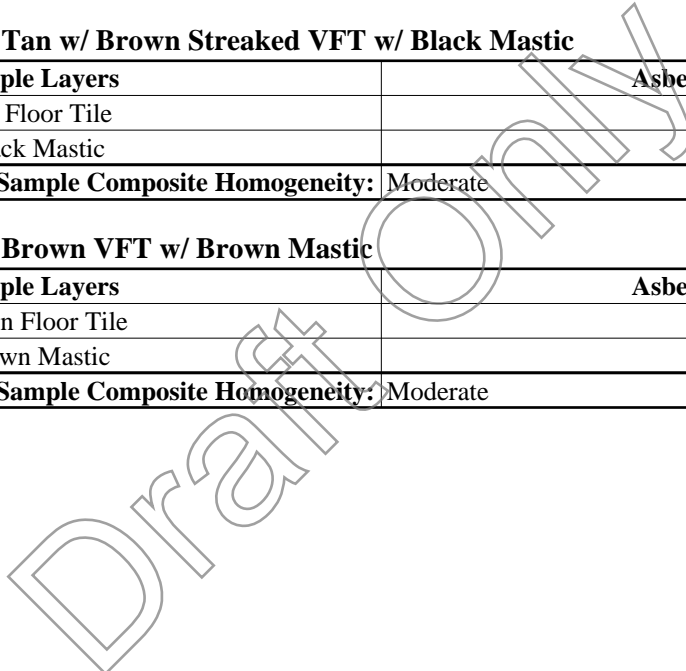
Lab ID-Version‡: 14304842-1

Sample Layers	Asbestos Content
Tan Floor Tile	ND
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: JC-2, 12"x12" Brown VFT w/ Brown Mastic

Lab ID-Version‡: 14304843-1

Sample Layers	Asbestos Content
Brown Floor Tile	ND
Brown Mastic	ND
Sample Composite Homogeneity: Moderate	



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Client: Heartland Testing & Consulting
C/O: Mike Smith
Re: Conestoga Mall; NESHAP

Date of Sampling: 07-11-2022
Date of Receipt: 07-13-2022
Date of Report: 07-18-2022

ASBESTOS PLM REPORT

Location: JC-3, 12"x12" Black w/ White Streaked VFT

Lab ID-Version‡: 14304844-1

Sample Layers	Asbestos Content
Black Floor Tile	ND
Sample Composite Homogeneity: Good	

Location: JC-4, 12"x12" Tan Mottled VFT w/ Yellow Mastic

Lab ID-Version‡: 14304845-1

Sample Layers	Asbestos Content
Tan Floor Tile	ND
Black Mastic	5% Chrysotile
Sample Composite Homogeneity: Moderate	

Location: JC-5, 12"x12" Beige Mottled VFT w/ Yellow Mastic

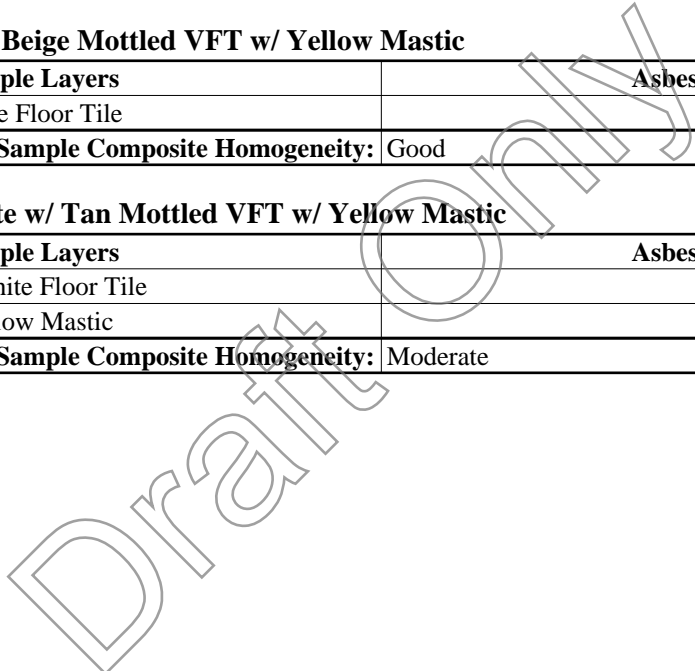
Lab ID-Version‡: 14304846-1

Sample Layers	Asbestos Content
Beige Floor Tile	ND
Sample Composite Homogeneity: Good	

Location: JC-6, Off-White w/ Tan Mottled VFT w/ Yellow Mastic

Lab ID-Version‡: 14304847-1

Sample Layers	Asbestos Content
Off-White Floor Tile	ND
Yellow Mastic	ND
Sample Composite Homogeneity: Moderate	



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Client: Heartland Testing & Consulting
 C/O: Mike Smith
 Re: Conestoga Mall; NESHAP

Date of Sampling: 07-11-2022
 Date of Receipt: 07-13-2022
 Date of Report: 07-18-2022

ASBESTOS PLM REPORT

Location: JC-7, 2x4 CT w/ Pineholes and Holes

Lab ID-Version‡: 14304848-1

Sample Layers	Asbestos Content
Beige Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	40% Cellulose 40% Glass Fibers
Sample Composite Homogeneity:	Good

Location: 16-1, 12"x12" Cream w/ Brown Streaked VFT w/ Black Mastic

Lab ID-Version‡: 14304849-1

Sample Layers	Asbestos Content
Cream Floor Tile	ND
Black Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: 22-1, Tan/Olive/Blue Mottled VFT

Lab ID-Version‡: 14304850-1

Sample Layers	Asbestos Content
Tan Floor Tile	ND
Sample Composite Homogeneity:	Good

Location: PR-1, 12"x12" VFT (Under Carpet in Restroom)

Lab ID-Version‡: 14304851-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
Cream Floor Tile	ND
Black Mastic	ND
Sample Composite Homogeneity:	Poor

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Heartland Testing & Consulting
C/O: Mike Smith
Re: Conestoga Mall; NESHAPDate of Sampling: 07-12-2022
Date of Receipt: 07-14-2022
Date of Report: 07-19-2022**ASBESTOS PLM REPORT****Total Samples Submitted:** 12**Total Samples Analyzed:** 12**Total Samples with Layer Asbestos Content > 1%:** 1**Location: CR-1, 2x2 CT w/ Deep Design**

Lab ID-Version‡: 14309731-1

Sample Layers	Asbestos Content
Gray Ceiling Tile with White Surface	ND
Composite Non-Asbestos Content:	60% Glass Fibers 20% Cellulose
Sample Composite Homogeneity:	Good

Location: SO-1, 12x12 White w/ Black Streaked VFT and Yellow Mastic

Lab ID-Version‡: 14309732-1

Sample Layers	Asbestos Content
White Floor Tile	ND
Yellow Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: 8A-2, Yellow Carpet Mastic

Lab ID-Version‡: 14309733-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
Sample Composite Homogeneity:	Good

Location: 57-1, 12x12 Cream w/ Beige Streaked VFT w/ Black Mastic

Lab ID-Version‡: 14309734-1

Sample Layers	Asbestos Content
Cream Floor Tile	ND
Black Mastic	ND
Sample Composite Homogeneity:	Moderate

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Client: Heartland Testing & Consulting
 C/O: Mike Smith
 Re: Conestoga Mall; NESHAP

Date of Sampling: 07-12-2022
 Date of Receipt: 07-14-2022
 Date of Report: 07-19-2022

ASBESTOS PLM REPORT

Location: 64-1, Tan Square Design VSF

Lab ID-Version‡: 14309735-1

Sample Layers	Asbestos Content
Tan Sheet Flooring with Fibrous Backing	ND
Composite Non-Asbestos Content:	20% Cellulose
Sample Composite Homogeneity:	Good

Location: SRR-1, Black Flashing Tar

Lab ID-Version‡: 14309736-1

Sample Layers	Asbestos Content
Black Roof Flashing	ND
Sample Composite Homogeneity:	Good

Location: SRR-2, Black Flashing Tar

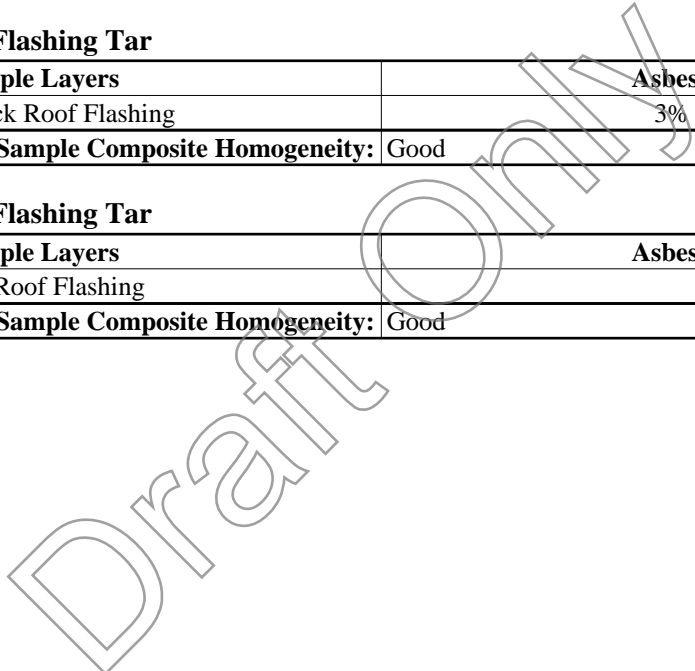
Lab ID-Version‡: 14309737-1

Sample Layers	Asbestos Content
Gray/Black Roof Flashing	3% Chrysotile
Sample Composite Homogeneity:	Good

Location: SRR-3, Black Flashing Tar

Lab ID-Version‡: 14309738-1

Sample Layers	Asbestos Content
Black Roof Flashing	ND
Sample Composite Homogeneity:	Good



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Client: Heartland Testing & Consulting
C/O: Mike Smith
Re: Conestoga Mall; NESHAP

Date of Sampling: 07-12-2022
Date of Receipt: 07-14-2022
Date of Report: 07-19-2022

ASBESTOS PLM REPORT

Location: JCR-1, Black Roof Tar

Lab ID-Version‡: 14309739-1

Sample Layers	Asbestos Content
Black Roofing Tar	ND
Sample Composite Homogeneity: Good	

Location: JCR-2, Black Asphalt Roll w/ Black Tar

Lab ID-Version‡: 14309740-1

Sample Layers	Asbestos Content
Black Roofing Material with Grey Pebbles	ND
Black Tar	ND
Sample Composite Homogeneity: Moderate	

Location: JCR-3, Black Roof Tar

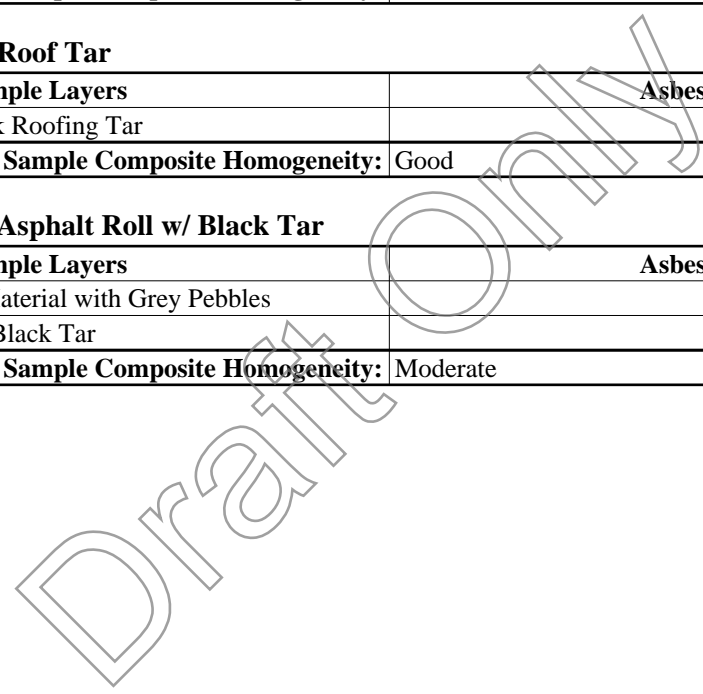
Lab ID-Version‡: 14309741-1

Sample Layers	Asbestos Content
Black Roofing Tar	ND
Sample Composite Homogeneity: Good	

Location: JCR-4, Black Asphalt Roll w/ Black Tar

Lab ID-Version‡: 14309742-1

Sample Layers	Asbestos Content
Black Roofing Material with Grey Pebbles	ND
Black Tar	ND
Sample Composite Homogeneity: Moderate	



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Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116


Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JP221037792
Project #: 2982869
Date Received: 26-Jul-2022
Date Analyzed: 27-Jul-2022
Date Reported: 27-Jul-2022

EMLab ID 2982869

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents	
8B-1	LAYER 1 Sheet Flooring, Beige, Homogeneous	None Detected	Fibrous Glass Non-Fibrous Material	4% 96%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 3 Float, Gray, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 4 Mastic, Black, Homogeneous	Chrysotile 4%	Non-Fibrous Material	96%
8B-2	LAYER 1 Floor Tile, White, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
17-1	Mastic, Black, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	5% 95%
20-1	LAYER 1 Floor Tile, Tan/ Mottled, Homogeneous	None Detected	Non-Fibrous Material	100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material	100%
23A-1	Floor Tile, White/Brown/ Mottled, Homogeneous	None Detected	Non-Fibrous Material	100%
24-1	Mastic, Black, Homogeneous	None Detected	Cellulose Fiber Non-Fibrous Material	5% 95%
31-1	Floor Tile, White/ Gray/ Mottled, Homogeneous	None Detected	Non-Fibrous Material	100%

Duane Salinas Analyst


 Scott Ward, Ph.D. Lab Director

Results apply to the sample as received and relate only to the items tested. This report is for the exclusive use of the addressed client and shall not be reproduced except in full, without written approval by Eurofins J3 Resources, Inc. (EJ3). Samples are analyzed according to the methods listed above and are subject to the inherent limitations of PLM and interference of matrix components. Reporting limit for the above method is a function of the quantity of sample analyzed, matrix interference, sample preparation, fiber size, and distribution. Asbestos may be detected in concentrations of <1% by area if sufficient material is analyzed. All reported results have been determined by calibrated visual estimation (CVE) unless otherwise noted. According to the USEPA 1991 Clarification and the Texas Asbestos Health Protection Rule, a material containing asbestos of <10% by CVE (including <1% asbestos) can only be demonstrated as a non-asbestos containing building material (non-ACBM) if confirmed by point counting. EJ3 recommends TEM confirmation of soils, vermiculite and non-friable organically bound materials (NOB) reported as None Detected or < 1% Asbestos by PLM. All samples received in good condition unless otherwise noted. This report shall not be used to claim product approval, certification, or endorsement by NVLAP, NIST, or any agency of the federal government.

NVLAP Lab Code: 600120-0 AIHA-LAP, LLC Lab ID: 157714 TDSHS License: 30-0457 Page 1 of 4

Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116


Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JP221037792
Project #: 2982869
Date Received: 26-Jul-2022
Date Analyzed: 27-Jul-2022
Date Reported: 27-Jul-2022

EMLab ID 2982869

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents
39-1	Mastic, Black, Homogeneous	None Detected	Non-Fibrous Material 100%
40A-1	LAYER 1 Sheet Flooring, White, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material 100%
41-1	LAYER 1 Floor Tile, Tan/Brown/Pitted, Homogeneous	Chrysotile 3%	Non-Fibrous Material 97%
	LAYER 2 Mastic, Black, Homogeneous	Chrysotile 5%	Non-Fibrous Material 95%
42-1	LAYER 1 Floor Tile, White/Gray Streaks, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material 100%
43-1	Floor Tile, Black, Homogeneous	None Detected	Non-Fibrous Material 100%
48-5	Mud Insulation, Gray, Homogeneous	None Detected	Fibrous Glass 25% Non-Fibrous Material 75%
49-1	LAYER 1 Floor Tile, White, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material 100%

Duane Salinas Analyst


 Scott Ward, Ph.D. Lab Director

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NVLAP Lab Code: 600120-0 AIHA-LAP, LLC Lab ID: 157714 TDSHS License: 30-0457 Page 2 of 4

Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)

Appx E Sub E 40 CFR 763 / EPA 600/R-93/116


Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041

Order #: JP221037792
Project #: 2982869
Date Received: 26-Jul-2022
Date Analyzed: 27-Jul-2022
Date Reported: 27-Jul-2022

EMLab ID 2982869

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents
51-1	Sheet Flooring, Beige, Homogeneous	None Detected	Cellulose Fiber 20% Fibrous Glass 2% Non-Fibrous Material 78%
52-1	LAYER 1 Floor Tile, White/Black Streaks, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material 100%
58-1	LAYER 1 Floor Tile, Tan, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material 100%
Y-10	LAYER 1 Floor Tile, White/Brown Streaks, Homogeneous	Chrysotile 3%	Non-Fibrous Material 97%
	LAYER 2 Mastic, Black, Homogeneous	None Detected	Cellulose Fiber 2% Non-Fibrous Material 98%
Y-11	LAYER 1 Floor Tile, Blue/ Green, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Yellow, Homogeneous	None Detected	Non-Fibrous Material 100%
Y-12	Floor Tile, White/Blue Streaks, Homogeneous	None Detected	Non-Fibrous Material 100%
JC-8	Mastic, Black/ Yellow, Homogeneous	Chrysotile 2%	Non-Fibrous Material 98%

Duane Salinas Analyst


 Scott Ward, Ph.D. Lab Director

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Bulk Asbestos Fiber Analysis by Polarized Light Microscopy (PLM)
Appx E Sub E 40 CFR 763 / EPA 600/R-93/116

Donnie Combs
Eurofins EMLab P&K - Houston
10900 Brittmoore Park Drive, Ste. G
Houston TX 77041


Order #: JP221037792
Project #: 2982869
Date Received: 26-Jul-2022
Date Analyzed: 27-Jul-2022
Date Reported: 27-Jul-2022

EMLab ID 2982869

Sample ID #	Sample Description	Asbestos Constituents	Non-Asbestos Constituents
JC-9	LAYER 1 Floor Tile, White/Black Streaks, Homogeneous	None Detected	Non-Fibrous Material 100%
	LAYER 2 Mastic, Black, Homogeneous	Chrysotile 4%	Non-Fibrous Material 96%
JC-10	Duct Sealant, Silver/ Black, Homogeneous	Chrysotile 6%	Non-Fibrous Material 94%

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Duane Salinas Analyst


 Scott Ward, Ph.D. Lab Director

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NVLAP Lab Code: 600120-0 AIHA-LAP, LLC Lab ID: 157714 TDSHS License: 30-0457
Page 4 of 4

Client: Heartland Testing & Consulting
 C/O: Mike Smith
 Re: Conestoga Mall; NESHAP

Date of Sampling: 07-27-2022
 Date of Receipt: 07-28-2022
 Date of Report: 08-02-2022

ASBESTOS PLM REPORT

Total Samples Submitted:	6
Total Samples Analyzed:	6
Total Samples with Layer Asbestos Content > 1%:	1

Location: BB-1, Drywall and Joint Compound

Lab ID-Version‡: 14372398-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
White Joint Compound with Paint	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: BB-2, Tan Vinyl Plank Flooring

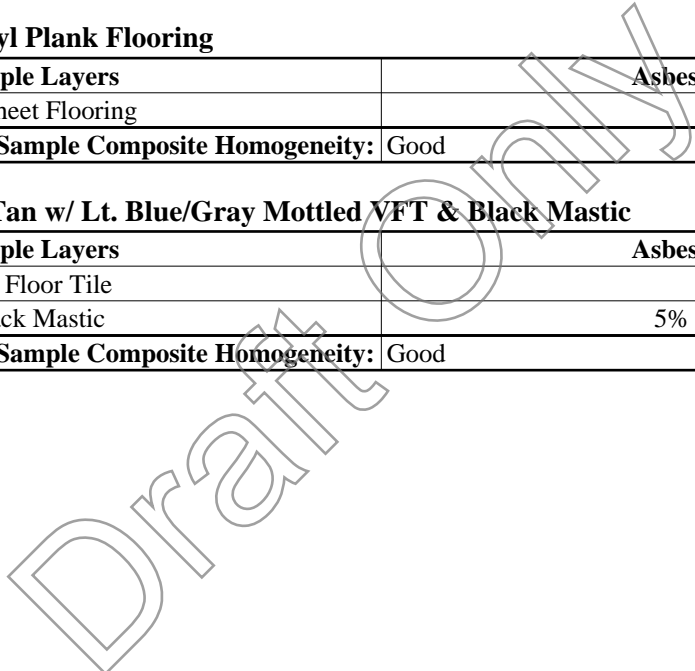
Lab ID-Version‡: 14372399-1

Sample Layers	Asbestos Content
Tan Sheet Flooring	ND
Sample Composite Homogeneity:	Good

Location: D-1, 12"x12" Tan w/ Lt. Blue/Gray Mottled VFT & Black Mastic

Lab ID-Version‡: 14372400-1

Sample Layers	Asbestos Content
Tan Floor Tile	ND
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Good



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Client: Heartland Testing & Consulting
C/O: Mike Smith
Re: Conestoga Mall; NESHAP

Date of Sampling: 07-27-2022
Date of Receipt: 07-28-2022
Date of Report: 08-02-2022

ASBESTOS PLM REPORT

Location: D-2, Drywall

Lab ID-Version‡: 14372401-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

Location: D-3, 12"x12" Beige/Tan Mottled VFT

Lab ID-Version‡: 14372402-1

Sample Layers	Asbestos Content
Beige Floor Tile	ND
Sample Composite Homogeneity:	Good

Location: D-4, Mudded Fitting

Lab ID-Version‡: 14372403-1

Sample Layers	Asbestos Content
White Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	15% Glass Fibers
Sample Composite Homogeneity:	Good

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Appendix E – Asbestos Sample Photographs

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PHONE: (3 0 8) 708-0604 • FAX: (3 0 8) 3 8 1 - 1 6 9 7
MIKE@ONEILLWR.COM

HEARTLAND TESTING & CONSULTING, LLC



Photo 1:

**View of
Sample SR-1 &
SR-2.**



Photo 2:

**View of
Sample SR-3 &
SR-4.**

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Photo 3:
View of
Sample SR-8.



Photo 4:
View of sample
C-2.

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Photo 5:

**View of
Sample C-8 &
C-11.**



Photo 6:

**View of
Sample Y-4 &
Y-10.**

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Photo 7:

**View of
Sample 41-1.**

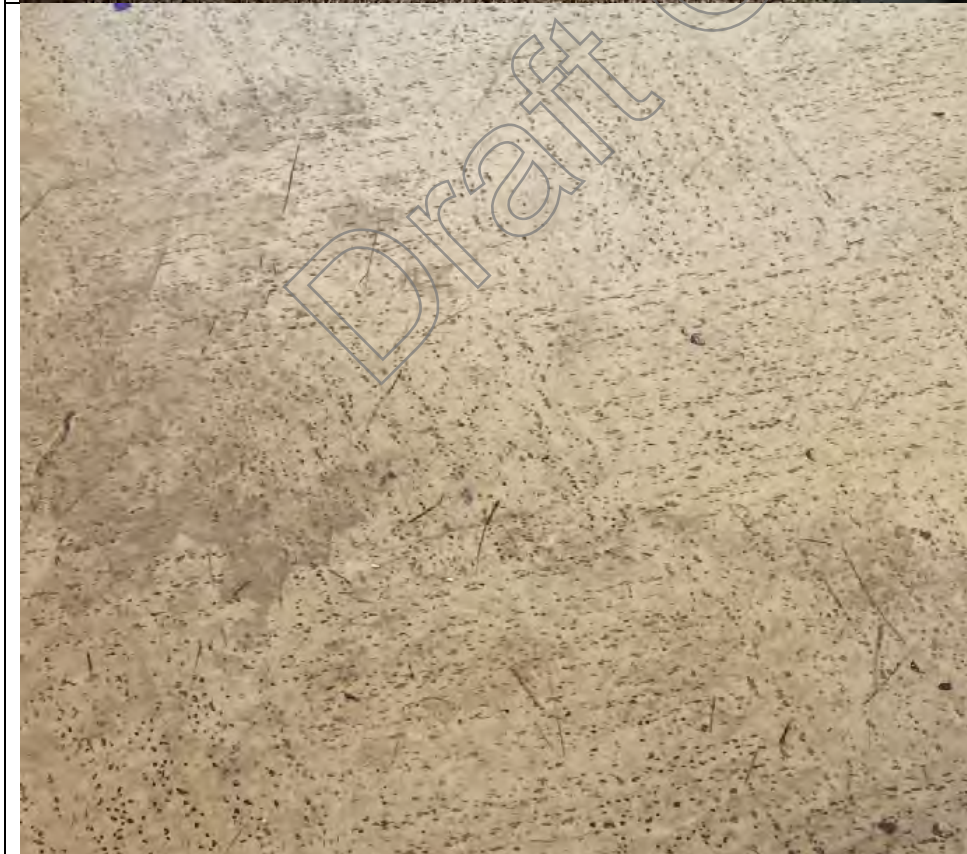


Photo 8:

**View of
Sample 48-1.**

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Photo 9:

**View of
Sample 48-2.**



Photo 10:

**View of
Sample JC-4.**

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Photo 11:

**View of
Sample JC-10.**



Photo 12:

**View of
Sample SRR-2,
material
appears to be a
patch material.**

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PHONE: (3 0 8) 708-0604 • FAX: (3 0 8) 3 8 1 - 1 6 9 7
MIKE@ONEILLWR.COM

HEARTLAND TESTING & CONSULTING, LLC



Photo 13:

**View of
sample D-1.**



Photo 14:

**View of
Assumed
transite soffit.**

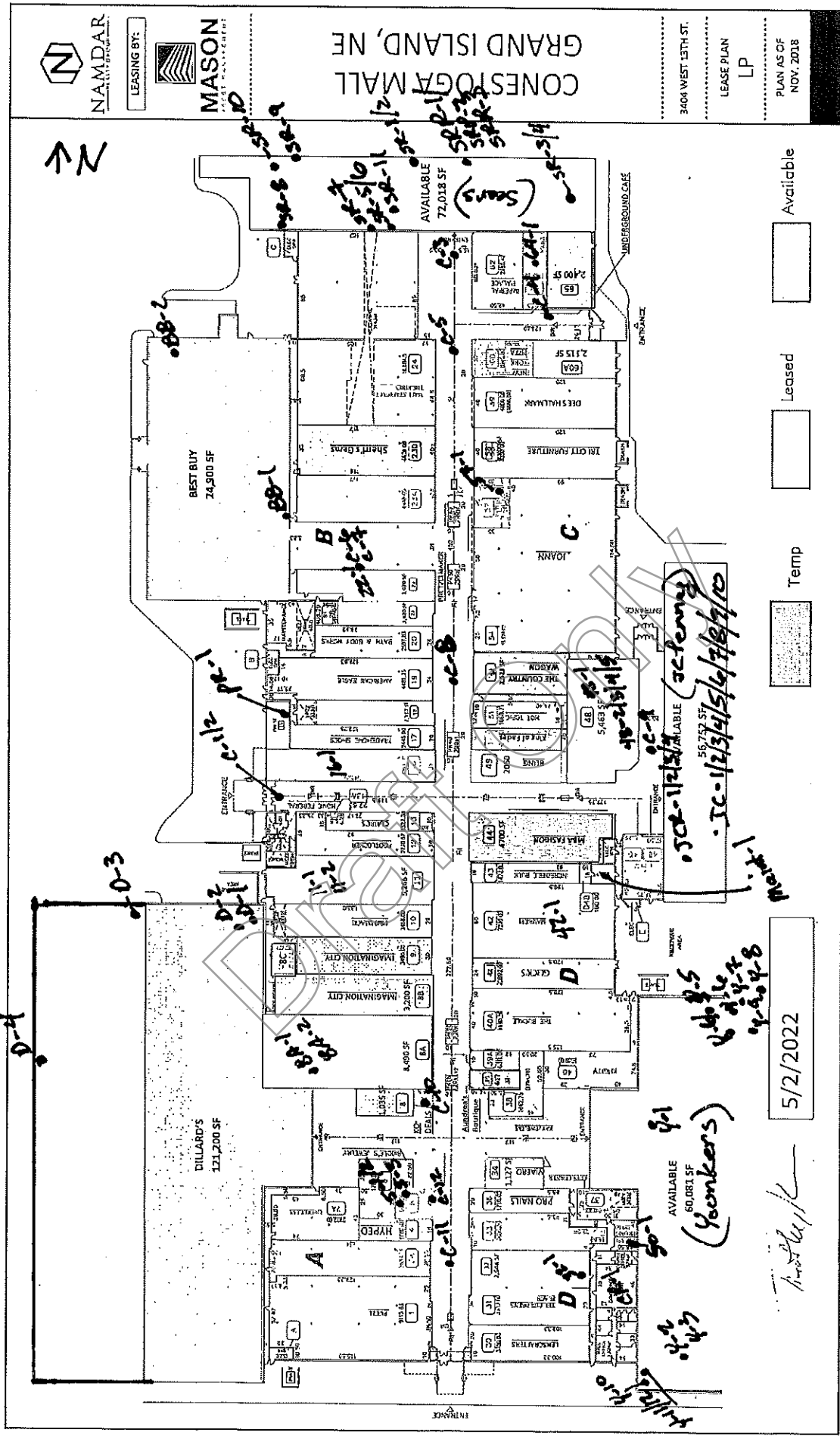
P.O. BOX 290 • ALDA • 6 8 8 10
PHONE: (3 0 8) 708-0604 • FAX: (3 0 8) 3 8 1 - 1 6 9 7
MIKE@ONEILLWR.COM

Appendix F – Facility Diagrams

Draft Only

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PHONE: (3 0 8) 708-0604 • FAX: (3 0 8) 3 8 1 - 1 6 9 7
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SAMPLE Locations





LEASING BY:



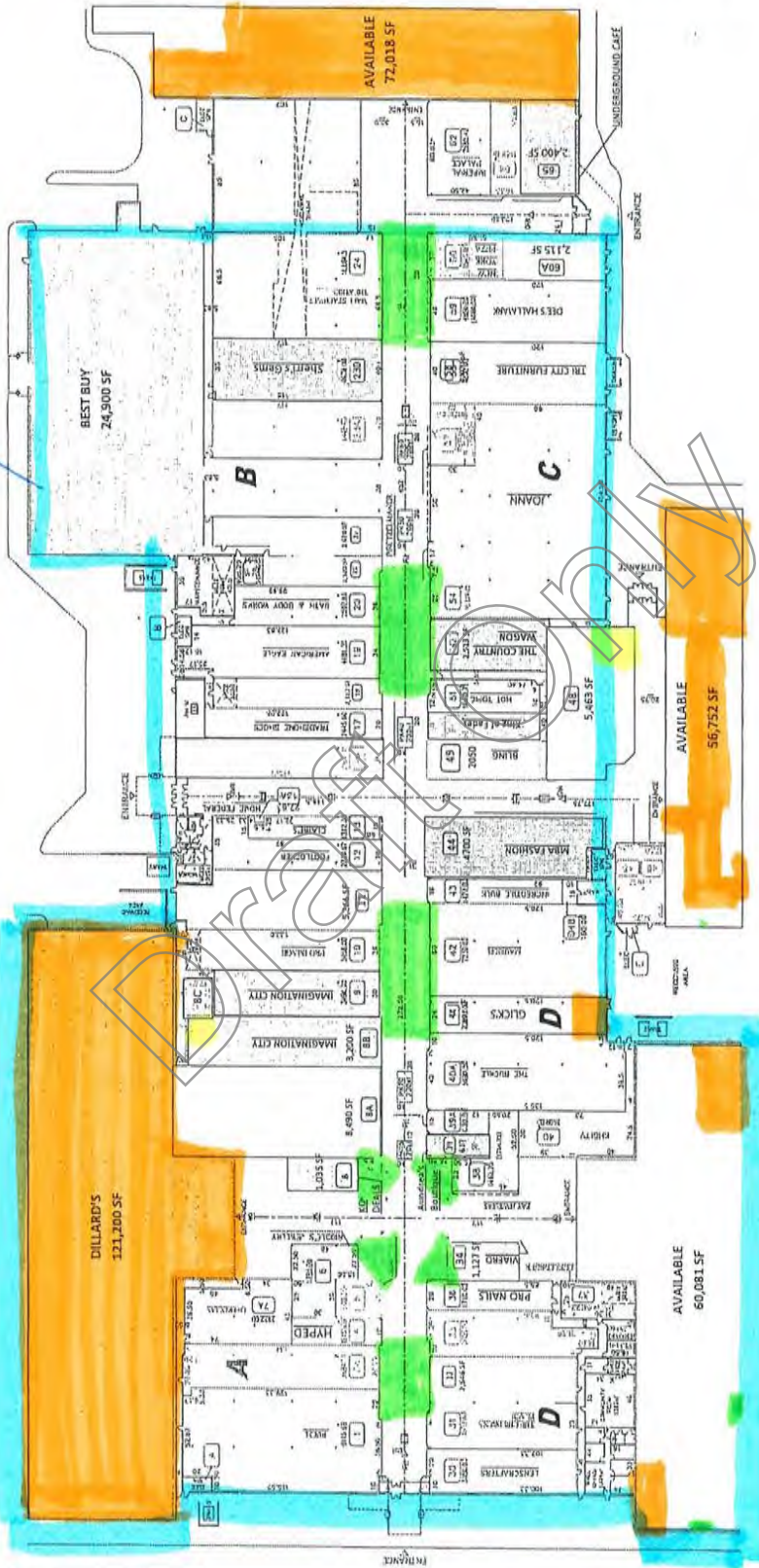
CONESTOGA MALL GRAND ISLAND, NE

3404 WEST 13TH ST.

LEASE PLAN
LP

PLAN AS OF
NOV. 2018

Original Bidding



Available Leased Temp

5/2/2022

Handwritten signature

Ceiling Texture
Floor Tile/Mastic
VSF Flooring



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**EXTREMELY BLIGHTED DETERMINATION STUDY
CITY OF GRAND ISLAND, NEBRASKA
AUGUST 2022**

A study to determine if areas already declared Blighted and Substandard meet the Legislative requirements to be declared extremely blighted for purposes of receiving potential funding, extended TIF periods and tax credits.

Prepared by Marvin Planning Consultants, Inc and Kurt Elder
AUGUST 2022

BLIGHT and EXTREMELY BLIGHTED AREA STUDY

REF: Statute 18-2101 to 18-2154 and section of the act, aka Community Development Law

REASONS FOR COMPLETING AN EXTREMELY BLIGHTED STUDY

Section 2: (1) For any city that (a) intends to carry out a redevelopment project which will involve the construction of workforce housing in an extremely blighted area as authorized under subdivision (28)(g) of section 18-2103, (b) intends to declare an area as an extremely blighted area for purposes of funding decisions under subdivision (1)(b) of section 58-708, or (c) intends to declare an area as an extremely blighted area in order for individuals purchasing residences in such area to qualify for the income tax credit authorized in subsection (7) of section 77-2715.07, **the governing body of such city shall first declare, by resolution adopted after the public hearings required under this section, such area to be an extremely blighted area.**

LEGISLATIVE DIRECTION

Section 2: (2) Prior to making such declaration, the governing body of **the city shall conduct or cause to be conducted a study or an analysis** on whether the area is extremely blighted and shall submit the question of whether such area is extremely blighted to the planning commission or board of the city for its review and recommendation. (...) The planning commission or board shall submit its written recommendations to the governing body of the city within thirty days after the public hearing.

PROCESS

Brief: For an area to be designated as extremely blighted and substandard two finding, through three facets, need to be meet. These facets are defined in Nebraska statute. (i.e. 18-2103 – Terms, ...) However, for brevity they are simplified into two broad components **(a)** areas that have been found blighted and substandard through city council action, and **(b)** have been found to be contain extremely blighted components.

This study primarily determines which areas meet the statutory definition of extremely blighted

An approved blighted and substandard area is also extremely blighted if **(i) the average rate** of unemployment in the area during the period covered by the most recent federal decennial census or American Community Survey 5-Year Estimate is at **least two hundred percent of the average rate of unemployment in the state** during the same period; and **(ii) the average poverty rate** in the area exceeds **twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area**

Because Grand Island's approved blight areas do not conform to defined census geographies. This study honors the intention of the statute and completes an independent analysis of poverty and unemployment components. Census areas that are qualified in each study form the basis for determining extreme blight. To be clear if 'Geography A' was qualified in both studies then any declared blight in 'Geography A' could be nominated as extremely blighted.

Lastly, if a census geography or portion of is in the City of Grand Island corporate limits it was considered in the development of the separate components.

DATA TABLES

Council Approved Blight -

The Community development law requires that an Extremely Blighted and Substandard area be an approved blighted area. The City of Grand Island keeps a list of approved blight areas in their offices and online at <https://www.grand-island.com/departments/regional-planning/community-redevelopment-authority-cra/blight->

[study-areas](#). Also, attached is 'Proposed Blight Area' and 'Proposed Extreme Blight Area' which details a blighted area. Both blight and extreme blight can share common public hearings.

Extremely Blighted Components -

Part (i) is a state comparison. The 2020 Nebraska Unemployment rate according to the US Census American Community Survey (five-year average) was 3.37%. Therefore, the average rate of our selected area would require an unemployment rate of at least 6.74%

Marvin Planning Consultants, Inc. and Kurt Elder (The Team) developed an area with an average unemployment greater than of 7.52%. An area average is determined by using the sum of estimated factors and NOT the average of each piece. Attached is 'Unemployment Area', which details our proposed unemployment area.

Part (ii) is a local area finding. Grand Island's 2020 poverty rate was 11.83% but in line with state statute, we developed an area with greater than 20% poverty. An area average is determined by using the sum of estimated factors and NOT the average of each piece. Attached is 'Poverty Review', which details our proposed poverty area.

All data was 2020 US Census American Community 5-year Survey data. We choose to utilize only block-group level information from the census to minimize independent margins of error. Furthermore, our data methodology and averaging process/interpretation received support from UNO's David Drozd Research Coordinator at the UNO Center for Public Affairs and notified Sen. Justin Wayne (i.e., Nebraska Legislature, Chair of the Urban Affairs Committee) office to confirm his support. His legislative assistant relayed support.

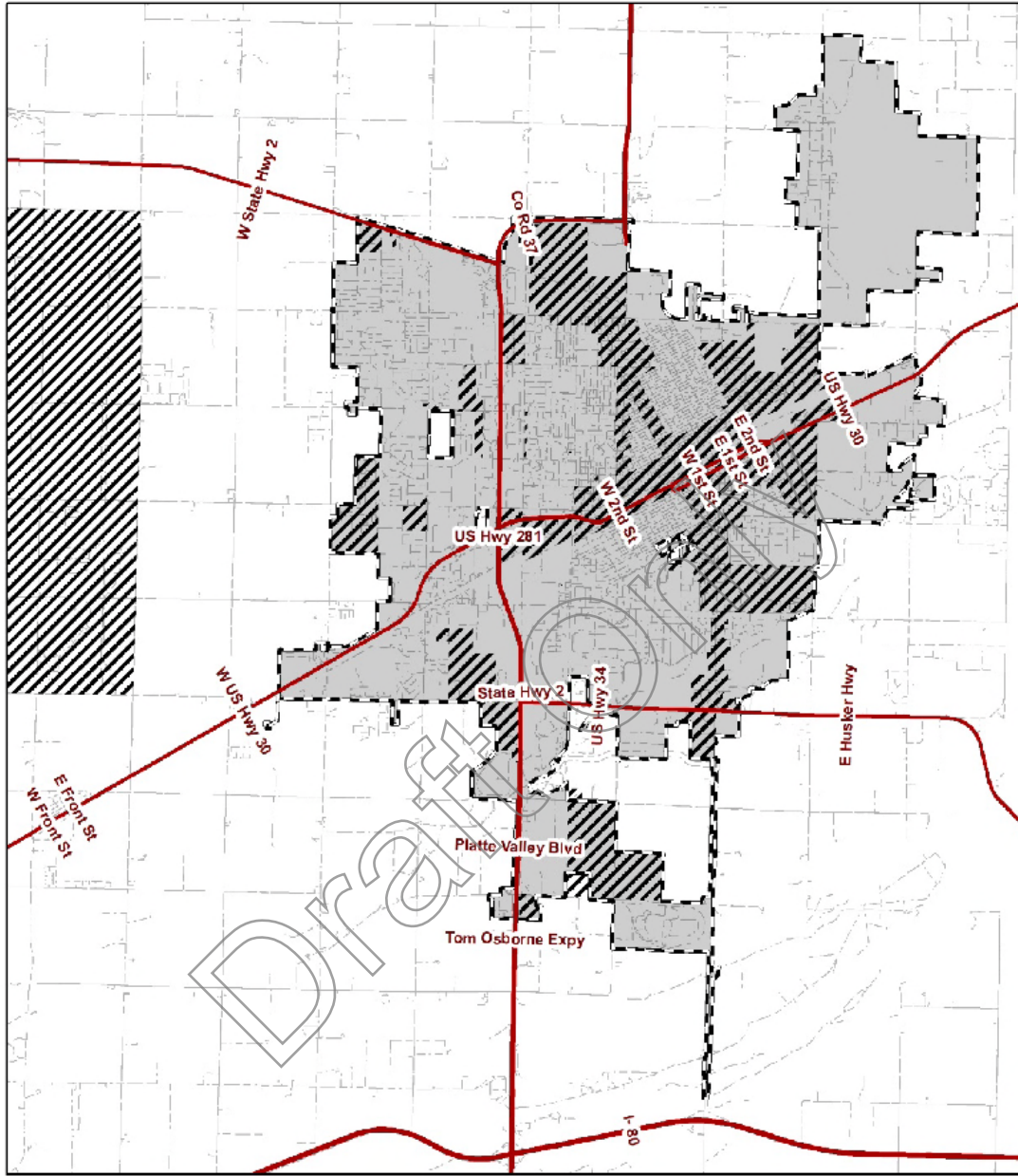
ANALYSIS

The Team overlaid these three facets/area reviews (i.e., approved blight, 20%+ poverty, 200%+ of the Nebraska's unemployment rate, and delineated areas where the three intersected. This proposed extremely blighted area is attached as 'Proposed Extreme Blight Area'.



Study completed, compiled, and submitted by The Team

ATTACHMENTS

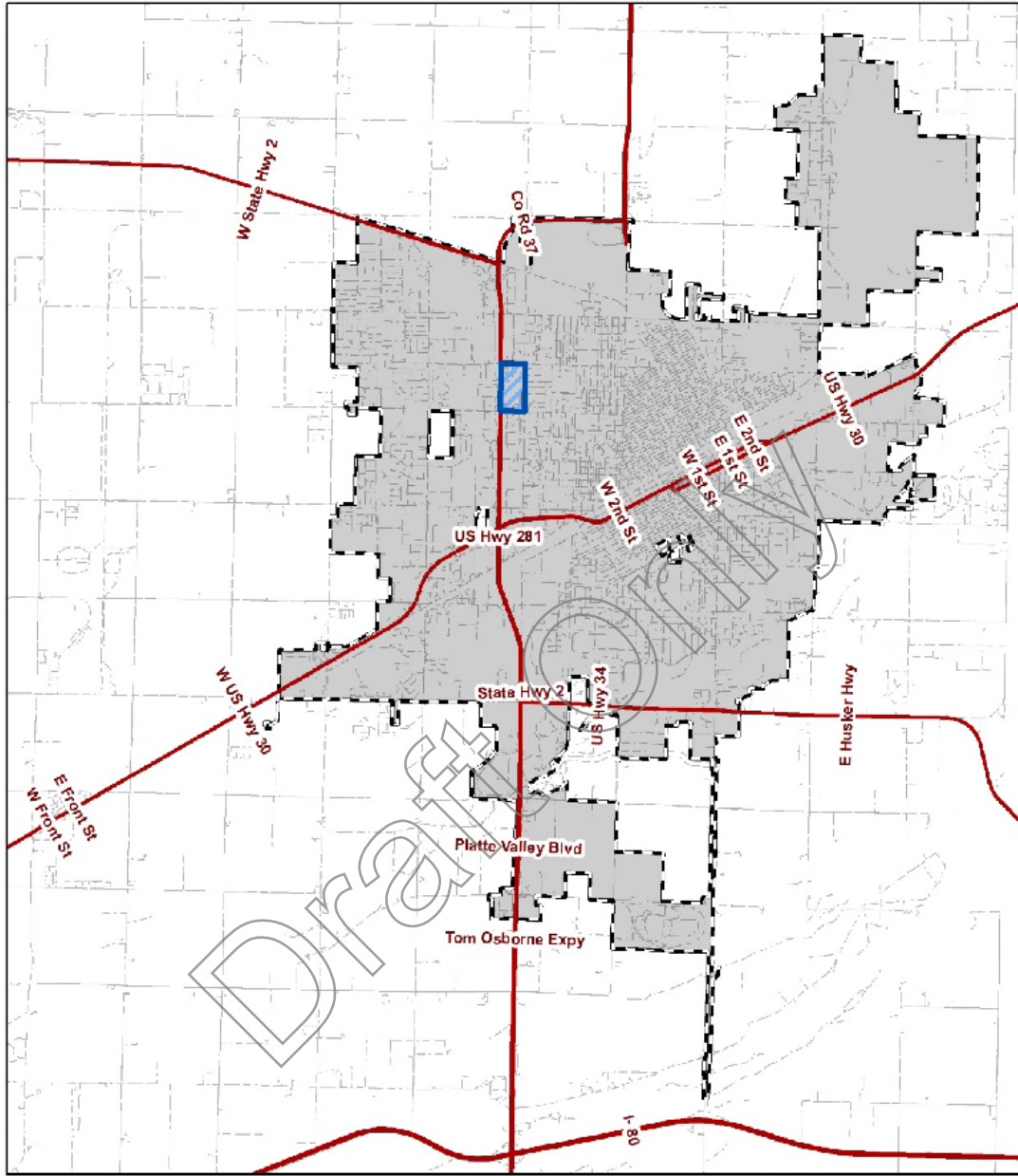
'Existing Blight Area'
'Proposed Blight Area'
'Proposed Blight Area - Detail'
'Employment Review'
'Poverty Review'
'Proposed Extreme Blight Area'



City of Grand Island: Existing Blight Areas

-  City Limit
-  Declared/Existing Blighted
-  Primary Roads

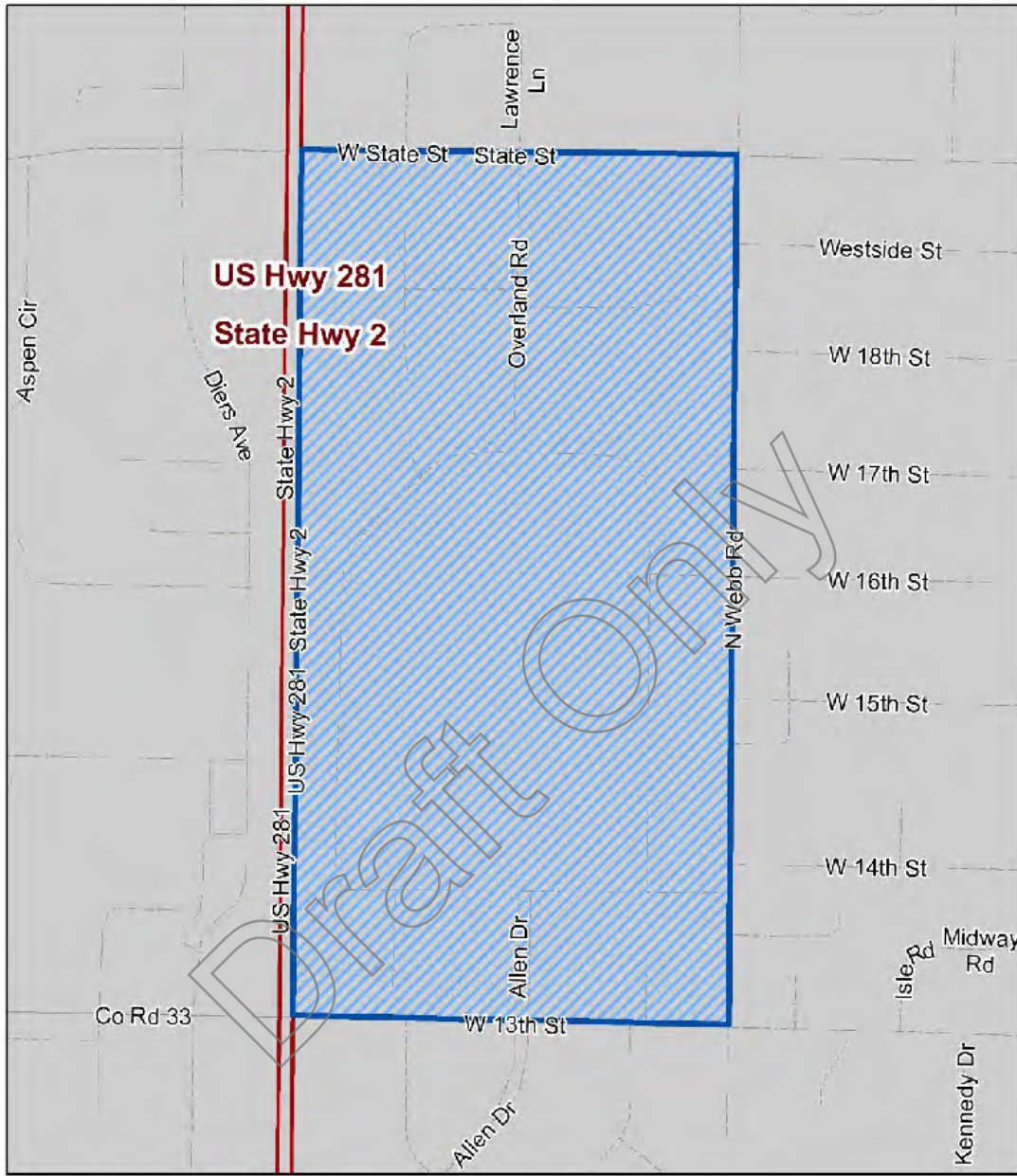




City of Grand Island: Proposed Blight Area

-  City Limit
-  Proposed Blight
-  Primary Roads

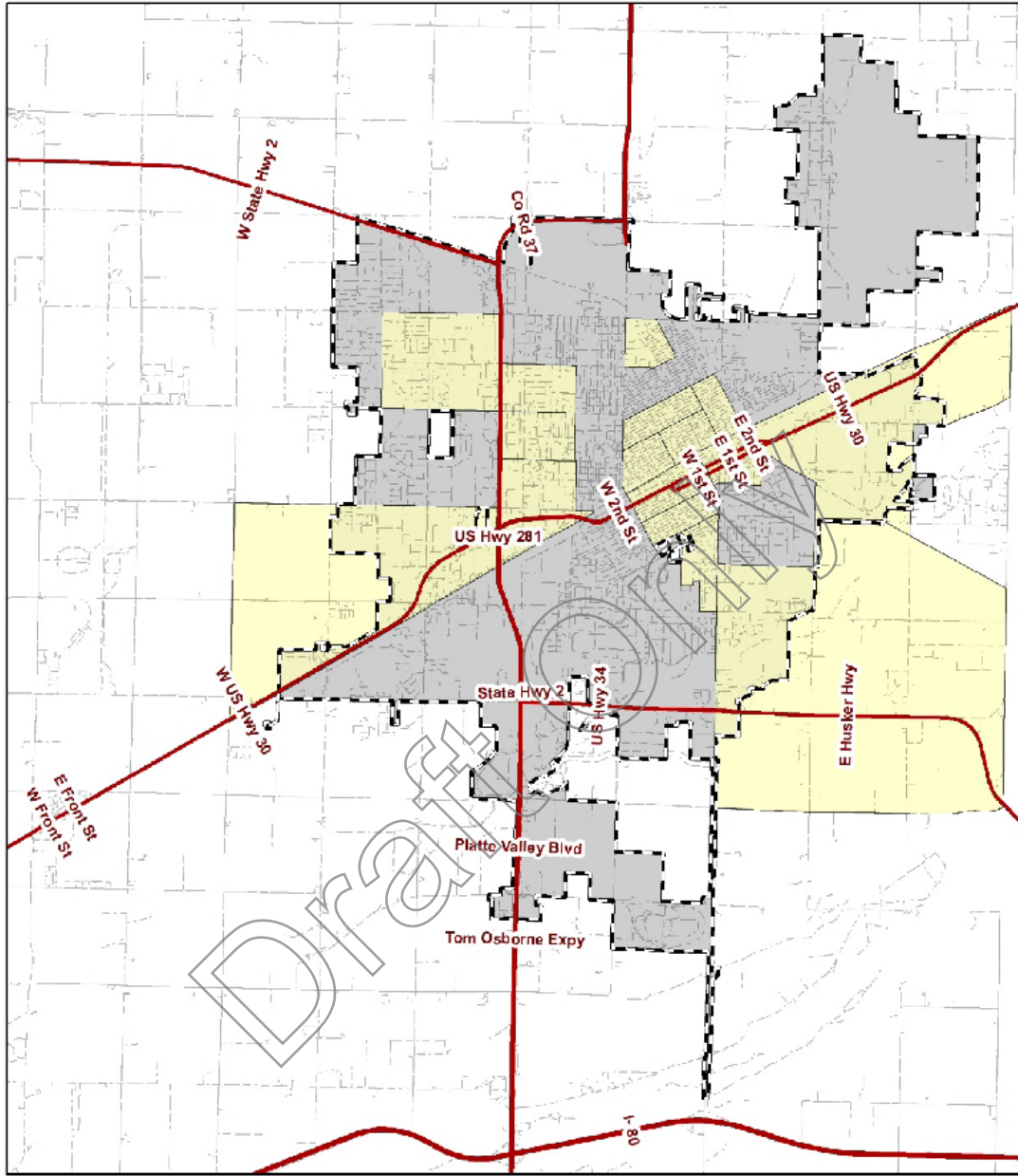







City of Grand Island: Proposed Extreme Blight Areas - Detail

-  City Limit
-  Proposed Blight
-  Primary Roads

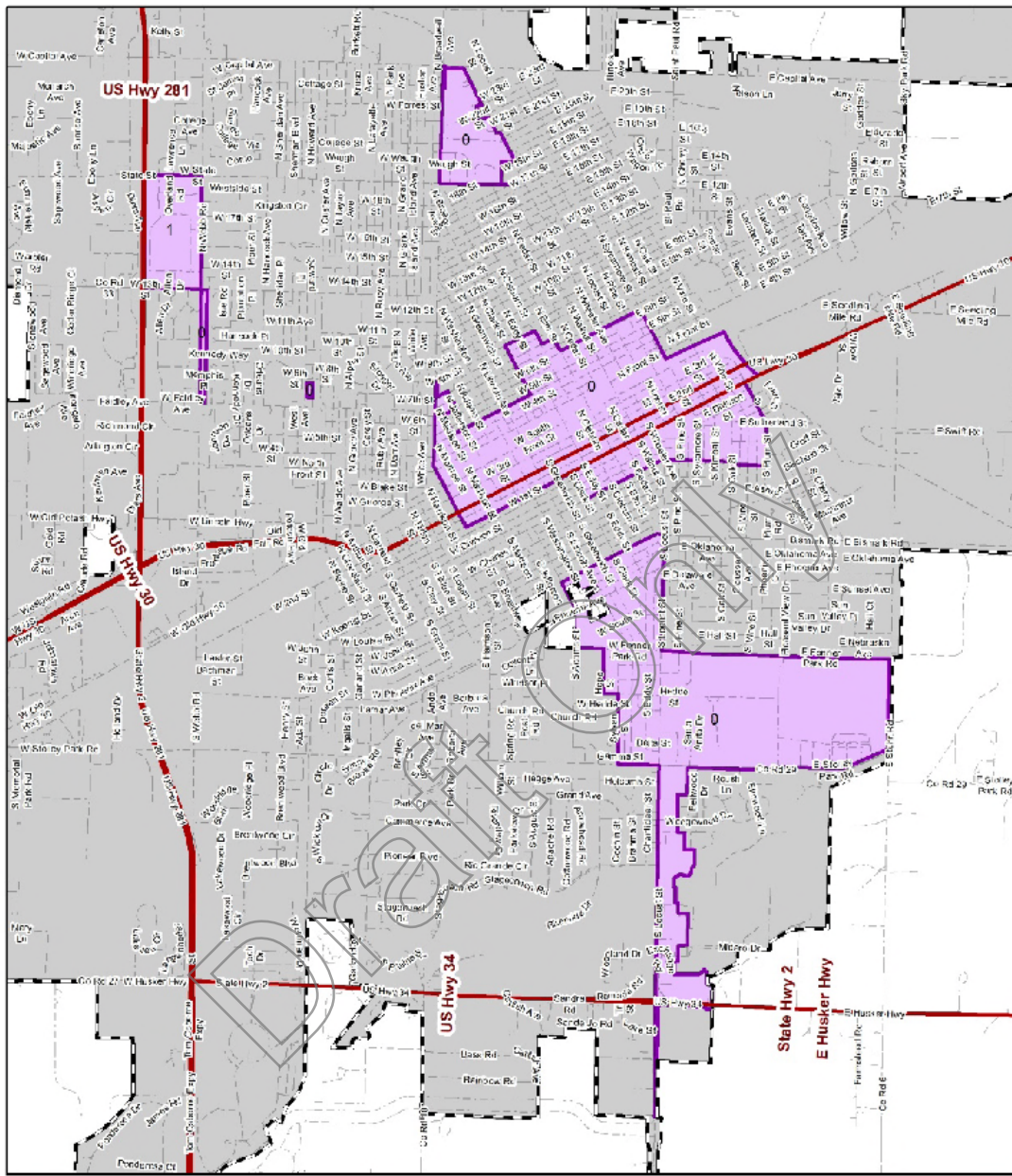




City of Grand Island: Employment Review

-  City Limit
-  Avg Unemployment > NEBR Unemployment Rate Threshold 6.74% (2020 ACS)
-  Primary Roads

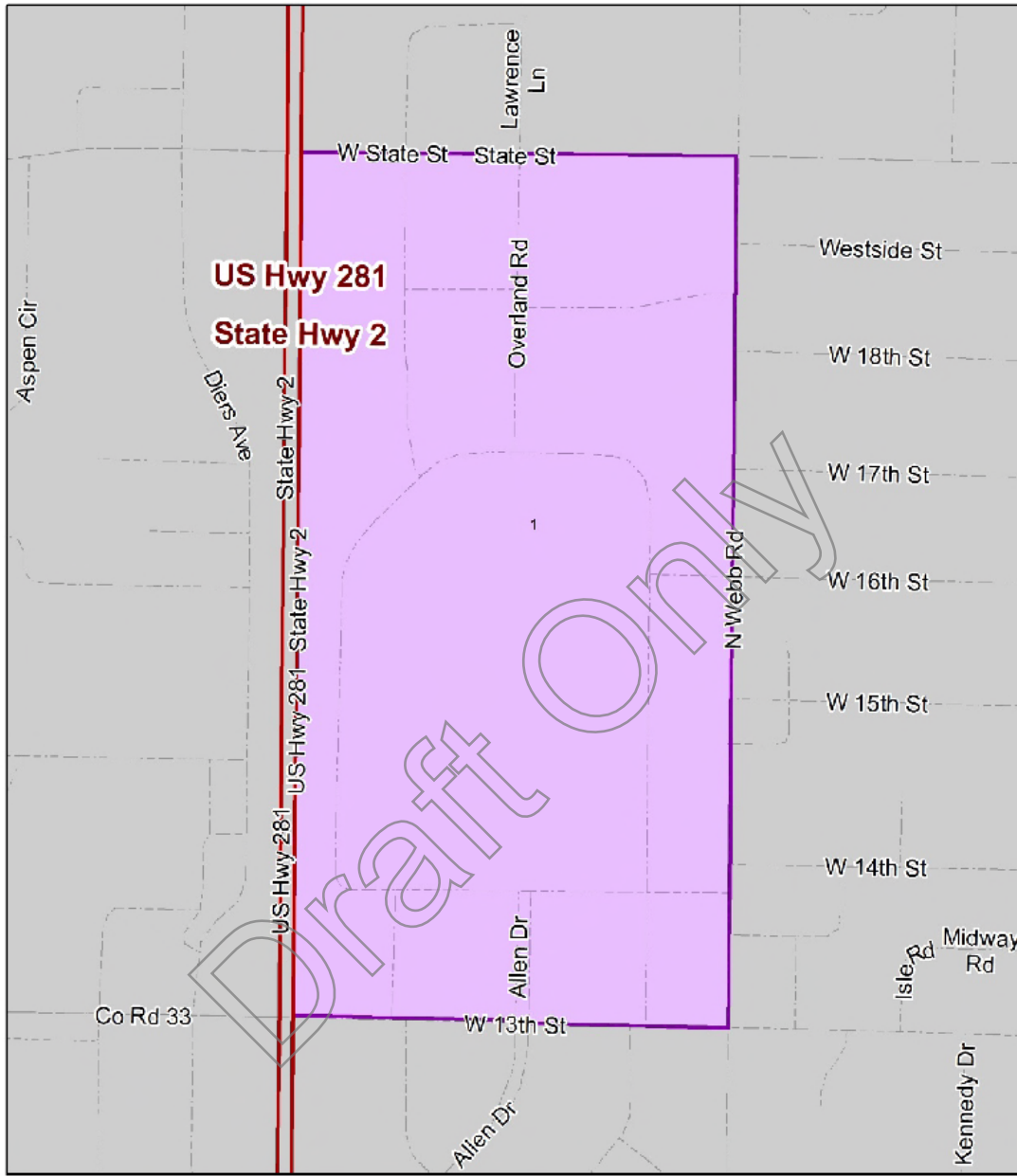




City of Grand Island: Proposed Extreme Blight Areas

-  City Limit
-  Proposed Extreme Blight Areas
-  Primary Roads





City of Grand Island: Proposed Extreme Blight Area

-  City Limit
-  Proposed Extreme Blight Areas
-  Primary Roads



EXHIBIT E

[Enclosed “But For – Analysis”]

Draft Only

EXHIBIT E - "BUT FOR" ANALYSIS

BUDGET SUMMARY	
TOTAL PROPERTY ACQUISITION	\$16,000,000
TOTAL SITE PREPERATION	\$4,450,000
TOTAL UTILITY / SITE WORK	\$8,784,845
TOTAL HARD CONSTRUCTION COSTS	\$180,350,000
PROFESSIONAL SERVICES (ENG./ARCH/CONSULT/LLEGAL/PM/OTHER)	\$3,500,000
COMMISSIONS & MARKETING	\$1,000,000
FINANCINGS COSTS (INTEREST/ORIGINATION/CLOSING)	\$6,000,000
DEVELOPMENT FEE	\$1,500,000
TOTAL DEVELOPMENT COSTS	\$221,584,845
LESS DEVELOPMENT COSTS PAID BY OTHERS (6)	\$82,650,000
TOTAL REDEVELOPER COSTS	\$138,934,845

STABILIZED MULTI-FAMILY OPERATING PROFORMA	
	305 UNITS
Expected Gross Income	\$4,440,300
Vacancy	-\$266,418
Operating Expenses	-\$1,776,120
Net Operating Income	\$2,397,762

STABILIZED MALL OPERATING PROFORMA	
	Leasable SF 130,000
Expected Gross Income	\$1,560,000
Vacancy	-\$93,600
Repair & Replacement	-\$325,000
Net Operating Income	\$1,141,400

PAD Site Sales			
Lot	SF	\$ Per SF	Proceeds
Lot 1A	52,272	\$12.00	\$627,264
Lot 1B	87,120	\$12.00	\$1,045,440
Lot 1C	60,984	\$12.00	\$731,808
Lot 1D	117,612	\$12.00	\$1,411,344
Lot 2	39,204	\$12.00	\$470,448
Lot 4	56,628	\$15.00	\$849,420
Lot 5	74,052	\$15.00	\$1,110,780
Lot 6	78,408	\$15.00	\$1,176,120
Lot 7	39,204	\$15.00	\$588,060
Lot 8	60,984	\$15.00	\$914,760
Lot 9	69,696	\$15.00	\$1,045,440
Lot 10	492,228	\$7.53	\$3,706,477
Lot Sale Proceeds Less Anchor Sale			\$9,970,884

CASHFLOW		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Multi-Family Net Operating Income (NOI)	2.00%	\$0	\$599,441	\$2,397,762	\$2,445,717	\$2,494,632	\$2,544,524	\$2,595,415	\$2,647,323	\$2,700,269	\$2,754,275	\$2,809,360
Mall Net Operating Income (NOI)	2.00%	\$0	\$285,350	\$1,141,400	\$1,164,228	\$1,187,513	\$1,211,263	\$1,235,488	\$1,260,198	\$1,285,402	\$1,311,110	\$1,337,332
Pad Site Sales (Anchor Sale Year 1, 33% Lots Sold Thereafter)		\$0	\$3,706,477	\$3,323,296	\$3,323,296	\$3,323,296	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$4,591,267	\$6,862,458	\$6,933,241	\$7,005,440	\$3,755,787	\$3,830,903	\$3,907,521	\$3,985,671	\$4,065,385	\$4,146,692
SOURCES / USES												
Uses												
Total Developer Incurred Initial Development Costs		\$138,934,845										
Total Uses		\$138,934,845	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sources												
TIF, EEA, ARPA, Grow Grand Island, CRA Proceeds		\$73,519,829										
Private Capital, Debt, Equity		\$65,415,016										
Total Sources		\$138,934,845	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Future Sale (Multi-Family)												
Gross Revenue Proceeds (x % Cap Rate)	7.00%											\$40,133,719
Sales Cost	3.50%											-\$1,404,680
Future Sale (Mall)												
Gross Revenue Proceeds (x % Cap Rate)	10.00%											\$13,373,320
Sales Cost	3.50%											-\$468,066
UNLEVERAGED CASH FLOW ANALYSIS (BEFORE DEBT)												
Cashflows with No Private Public Partnership Incentives		\$ (138,934,845)	\$ 4,591,267	\$ 6,862,458	\$ 6,933,241	\$ 7,005,440	\$ 3,755,787	\$ 3,830,903	\$ 3,907,521	\$ 3,985,671	\$ 4,065,385	\$ 51,634,293
Internal Rate of Return (IRR)	-4.61%											
Cashflows with Private Public Partnership Incentives		\$ (65,415,016)	\$ 4,591,267	\$ 6,862,458	\$ 6,933,241	\$ 7,005,440	\$ 3,755,787	\$ 3,830,903	\$ 3,907,521	\$ 3,985,671	\$ 4,065,385	\$ 51,634,293
Internal Rate of Return (IRR)	5.58%											
Notes:												
(1) NOI is projected to Increase 2.0% annually after stabilization	(3) Multi-Family & Mall Sale Assumed Year 10	(5) Pad Sales Assumed 33% Years 2, 3, 4										
(2) Sale Cap Rate is Gross of Selling Expenses	(4) Anchor Pad Sale Assumed Year 1	(6) Development Costs Paid By Others Include: Anchor Store, Hotel, Lots 1A, 1B, 1D, 2 - 9 Building Construction Costs										



COMMUNITY REDEVELOPMENT AUTHORITY

October 28, 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 redevelopment of the Conestoga Mall property that includes new and remodeled commercial development as well as up 304 residential units at this time planned as one and two bedroom apartments.

The application seeks a 20 year TIF note if the area is declared extremely blighted by Council and a total of \$26,257,000 in TIF assistance for all phases of the development. It is estimated that this development will take place over the two to three years. Their plan is to develop the residential concurrent with redevelopment of the existing mall.

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

- CRA receives initial application, 4 p.m., November 9.
- Regional Planning Commission holds public hearing 5:30 p.m., November 14.
- CRA reviews Planning Commission recommendation, TBD November 16.
- Grand Island City Council holds public hearing and takes action, 7 p.m., November 22.
- CRA considers redevelopment contract, 4 p.m. on or after November 27.

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. 414

**RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED
REDEVELOPMENT PLAN 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 9th day of November, 2022

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

By 
Chairperson

ATTEST:


Secretary

Woodsonia Hwy 281 LLC-Conestoga Mall-Area 18

Exhibit 1

Draft Redevelopment Plan Forwarded to the Planning Commission

Draft Only

Woodsonia Hwy. 281, LLC-Conestoga Mall-Area 28

Resolution Number 2023-05

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 28 requested by Woodsonia Hwy. 281, LLC** to the Hall County Regional Planning Commission, (the "**Commission**") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

WHEREAS, the Commission held a public hearing on the proposed plan on November 14, 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 Wednesday October and 24th, and

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

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

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

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

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

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

DATED: November 14, 2022

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

Secretary



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item E-5

Public Hearing on Acquisition of Utility Easement - 2550 S. Engleman Rd (Gary and Dee Rowe)

Council action will take place under Consent Agenda item G-13.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Laura McAloon, City Attorney

Meeting: November 22, 2022

Subject: Acquisition of Utility Easement – 2550 S. Engleman Rd
–Gary and Dee Rowe

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Statutes state that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. The Utilities Department needs to acquire an additional easement on and over a part of the Northeast Quarter of the Northeast Quarter (NE1/4, NE1/4), of Section Twenty Seven (27), Township Eleven (11) North, Range Ten (10) West, of the 6th PM, Hall County, Nebraska (2550 S. Engleman Rd), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The subject property is owned by Gary and Dee Rowe and has a street address of 2550 S. Engleman Road, Grand Island, NE. The City has an existing thirty (30.0) foot wide access easement over the subject property in the same location, but that easement is only for ingress and egress and does not address the existing single phase overhead power line along the westerly line of the property described above, as depicted on the attached map. City staff have been in communication with the property owners and they are in agreement with the City's request to obtain additional easement rights over the subject property for consideration as mutually agreed.

Discussion

The proposed easement will allow the Utilities Department to install, access, operate, and maintain the electrical infrastructure at this location and resolve an inconsistency in the existing City easement rights and the installed power line and associated appurtenances. Because the electrical infrastructure has existed for a period of time, the City believes compensation of one dollar and mutual benefits received is appropriate.

Alternatives

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

1. Make a motion to approve

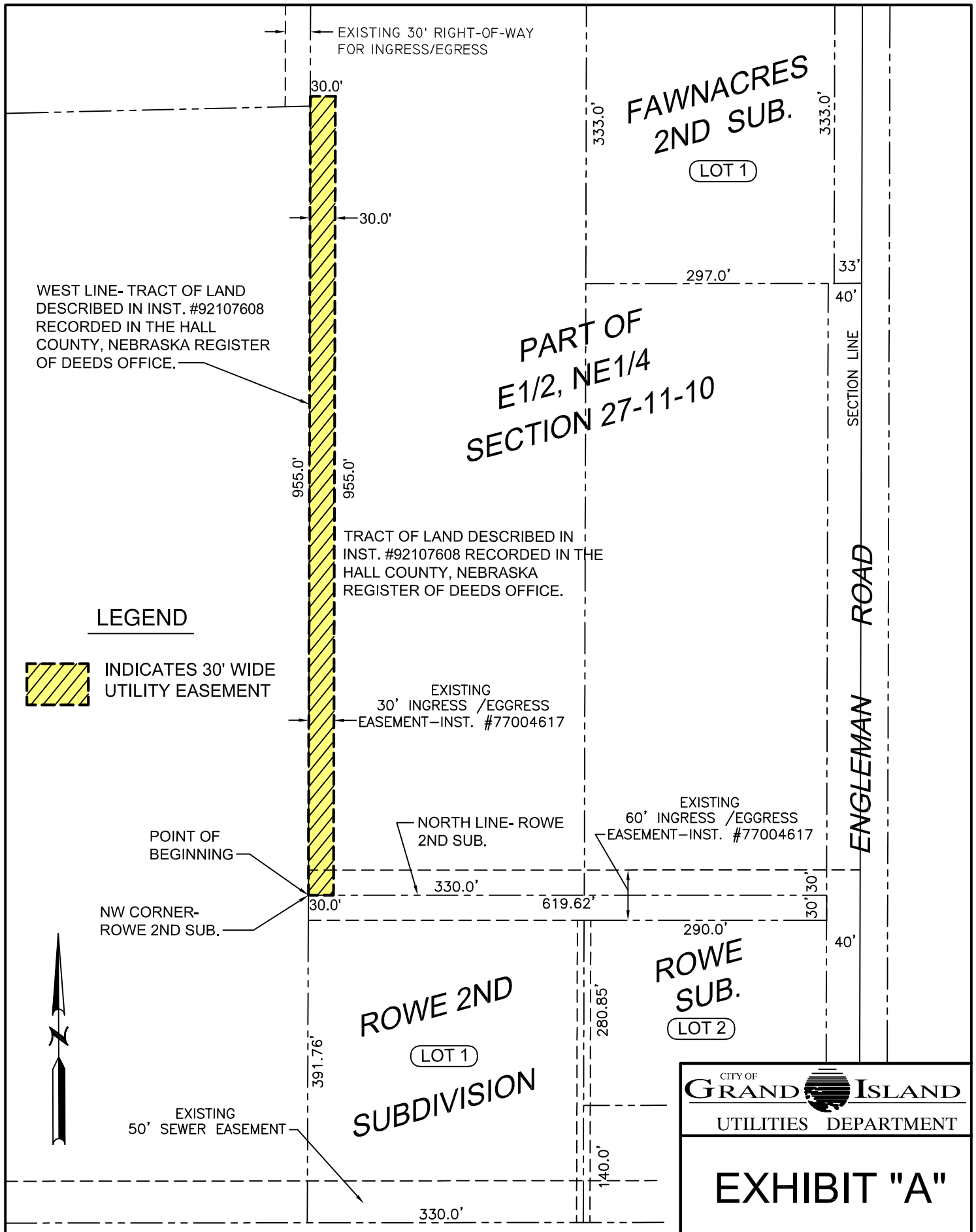
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to adopt resolution authorizing the acquisition of a 30 foot wide Utility Easement, in a form approved by legal counsel, from Gary and Dee Rowe over certain real property located at 2550 S. Engleman Road, Grand Island, NE.



CITY OF
GRAND ISLAND
 UTILITIES DEPARTMENT

EXHIBIT "A"



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item F-1

#9904 - Consideration of Approving Zoning Change to Property located at 4060 Stauss Road from LLR Large Lot Residential to B2 General Business Zone (MII-Blondo, LLC)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9904

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising lots 1-14 inclusive of West End Subdivision and one half of the adjoining right of way for Centre Street and Stauss Road in Grand Island, Hall County, Nebraska, located north of Stauss Road and west of North Road in Grand Island, Nebraska, from LLR Large Lot Residential Zone to B2 General Business as more particularly described below, and directing that such zoning changes and classifications be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on November 9, 2022, held a public hearing and made a recommendation to the Grand Island City Council on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, on November 22, 2022, the City Council held a public hearing on the proposed zoning of such area and all persons who desired to speak were heard and any comments were made a part of the record. NOW THEREFORE,

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

SECTION 1. The City Council makes the following findings with regards to the proposed zoning changes:

Approved as to Form	▣ _____
November 18, 2022	▣ City Attorney

ORDINANCE NO. 9904 (Cont.)

A. The proposed change to the zoning from LLR Large Lot Residential Zone to B2 General Commercial Zone is generally consistent with the Future Land Use Map of the City of Grand Island.

B. The proposed change to the zoning from LLR Large Lot Residential Zone to B2 General Commercial Zone is consistent with existing uses in the area.

SECTION 2. The following tract of land is hereby rezoned and reclassified and changed from LLR Large Lot Residential Zone to B2 General Commercial Zone Lots 1-14 inclusive of West End Subdivision and one half of the adjoining right of way for Centre Street and Stauss Road in Grand Island, Hall County, Nebraska.

SECTION 3. That the proposed development plan for the above described real estate, as shown on the plan submitted with the rezoning request, is approved.

SECTION 4. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance and that the approved development plan be kept in the records of the Hall County Regional Planning Department.

ORDINANCE NO. 9904 (Cont.)

SECTION 5. That this ordinance shall be in force and take effect from and after the fifteenth day after its passage and publication in one issue of the Grand Island Independent as provided by law.

Enacted: November 22, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item F-2

#9905 - Consideration of Approving Zoning Change for Property at Conestoga Mall between Webb Rd & U.S.Hwy 281 North of 13th Street to Include Amendments to the CD Commercial Development Zone & Change from CD Commercial Development Zone to RD Residential Development Zone (Woodsonia Acquisitions LLC)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9905

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising part of the all of Lots 1, 4 and 5 of Conestoga Mall Eighth Subdivision in Grand Island, Hall County, Nebraska. Located north of 13th Street and west of Webb Road in Grand Island, Nebraska from CD Commercial Development Zone to RD Residential Development Zone and Amended CD Commercial Development Zone in Grand Island, Hall County, Nebraska as more particularly described below, and directing that such zoning changes and classifications be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on November 14, 2022, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, on November 22, 2022, the City Council held a public hearing on the proposed zoning of such area and all persons who desired to speak were heard and any comments were made a part of the record. NOW THEREFORE,

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

SECTION 1. The City Council makes the following findings with regards to the proposed zoning changes:

A. The proposed changes to the zoning from CD Commercial Development Zone to RD Residential Development Zone and Amended

Approved as to Form	☐ _____
November 18, 2022	☐ City Attorney

ORDINANCE NO. 9905 (Cont.)

CD Commercial Development Zone are each consistent with the Future Land Use Map of the City of Grand Island.

- B. The proposed changes to the zoning from CD Commercial Development Zone to RD Residential Development Zone and Amended CD Commercial Development Zone are each consistent with the preliminary plat previously approved for the development of the area.

SECTION 2. The following tract of land is hereby rezoned and reclassified and changed from CD Commercial Zone to amended RD Residential Development Zone along with approval of the associated subdivision plat:

RD RESIDENTIAL DEVELOPMENT ZONE

LOT 14 OF CONESTOGA MALL NINTH SUBDIVISION

SECTION 3. The following tract of land is hereby rezoned and reclassified and changed from CD Commercial Development Zone to amended CD Commercial Development Zone:

CD COMMERCIAL DEVELOPMENT ZONE:

LOTS 1-13 INCLUSIVE AND OUTLOT A OF CONESTOGA MALL NINTH SUBDIVISION

SECTION 4. That the proposed development plan for the above described real estate, as shown on the plan submitted with the rezoning request is approved.

SECTION 5. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance and that the approved development plan be kept in the records of the Hall County Regional Planning Department.

ORDINANCE NO. 9905 (Cont.)

SECTION 6. That this ordinance shall be in force and take effect from and after the later of fifteen days after its passage and publication in one issue of the Grand Island Independent as provided by law, or upon the date of the filing of the Conestoga Mall Ninth Subdivision Plat with the Hall County Register of Deeds.

Enacted: November 22, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item F-3

#9906 - Consideration of Approving Amendment (2022) Secure, Bipartisan American Miners & CARES Act to the Grand Island Police Officers' Retirement System Plan and Trust

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: November 22, 2022

Subject: Approving Amendment (2022) Secure, Bipartisan American Miners & CARES Act to the Grand Island Police Retirement System Plan and Trust

Presenter(s): Patrick Brown, Finance Director

Background

The retirement plan documents were last amended and restated December 18, 2018. A restatement must incorporate into the plan documents all changes in the federal tax and state retirement plan laws and regulations since the last restatement. The IRS changed plan document requirements beginning in 2017 that restatement of the plan is no longer the case. The general rule now is that plans must be amended annually as needed for any applicable changes in laws, regulations, or other guidance, as well as for voluntary changes.

Discussion

Qualified retirement plans must be operated in accordance with applicable laws and regulations, including any changes in such laws and regulations from time to time. Plan documents periodically must be updated to reflect changes in such laws, regulations and plan operations. The attached Amendments are intended to incorporate recent changes via Amendment (2022) Secure, Bipartisan American Miners & CARES Act.

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 to amend the Police's Retirement System Plan and Trust.

Sample Motion

Move to approve to amend the Police's Retirement System Plan and Trust.

**CITY OF GRAND ISLAND, NEBRASKA
POLICE OFFICERS' RETIREMENT
SYSTEM PLAN AND TRUST**

**AMENDMENT (2022)
SECURE, Bipartisan American Miners & CARES Acts**

**ARTICLE 1
GENERAL**

- 1.1 **Adoption and effective date of Amendment.** Pursuant to Nebraska Statutes, Sections 16-1001 through and including 16-1019, the City of Grand Island, Nebraska ("City" or "Employer") maintains the City of Grand Island, Nebraska Police Officers' Retirement System Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan"). The Mayor and City Council are authorized and desire to amend the Plan as set forth in this Amendment, effective as of the dates specified below; provided, however, if a date is not specified, the provision shall be effective as of January 1, 2020.
- 1.2 **Superseding of inconsistent provisions.** Provisions of this Amendment apply notwithstanding any provisions of the Plan to the contrary. To further specify and not limit the foregoing sentence, this Amendment supersedes provisions of the Plan that are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment.
- 1.3 **Numbering.** Except as otherwise provided in this Amendment, any use of "Article", "Section" or similar language in this Amendment is used for organizing the Amendment and not to reference to particular articles, sections, or parts of the Plan.
- 1.4 **Intention; Construction.** A principal purpose of this Amendment is to amend the Plan for changes to applicable requirements governing retirement plans maintained by employers ("Changes to Applicable Requirements"), including without limitation, changes to applicable provisions of the Internal Revenue Code ("Code") by the Further Consolidated Appropriations Act, 2020 (and specifically Divisions M and O of that Act, known as the Setting Every Community Up for Retirement Enhancement Act of 2019 and the Bipartisan American Miners Act of 2019), and the Coronavirus Aid, Relief, and Economic Security Act (2020). All provisions of the Plan shall be deemed amended and modified consistent with the provisions of this Amendment and Changes to Applicable Requirements, and shall be subject to any applicable regulations or other guidance, as currently in effect or as adopted or amended from time to time.
- 1.5 **Effect of subsequent restatement or amendment of Plan.** If the City restates the Plan, this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated and the restated plan document incorporates these provisions).

**ARTICLE 2
REQUIRED BEGINNING DATE**

- 2.1 **Application.** This Article 2 changes the applicable age for purposes of required minimum distributions ("RMDs") under Internal Revenue Code ("Code") Section 401(a)(9) from 70 ½ to 72 years of age. The changes made by this Article will apply to all plans, regardless of type, and shall be effective with regard to RMDs required to be made under Code Section 401(a)(9) after December 31, 2019, with respect to individuals who attain age 70 ½ after such date.
- 2.2 **Increase Age for Required Beginning Date to 72.** The required beginning date ("Required Beginning Date" or "RBD") for purposes of RMDs pursuant to Code Section 401(a)(9) shall be April 1 of the calendar year following the later of:
 - a. the calendar year in which the Participant attains age 72, or

b. the calendar year in which the Participant retires.

Provided, however, Section 2.2(b) shall not apply in the case of a Participant who is a 5% owner. For this purpose, a Participant will be treated as a 5% owner if the Participant was a 5-percent owner (as defined in Code §416)) with respect to the Plan Year ending in the calendar year in which the Participant attains age 72.

- 2.3 **Spousal Distributions.** Subject to any right under the Plan to elect the 10-Year Rule, if a Participant dies prior to the Participant's RBD and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later, provided the Plan, immediately before this Amendment, provided for delay of RMD to a surviving spouse to December 31 of the calendar year in which the Participant would have attained age 70½.
- 2.4 **Definitions.** Terms used in this Article shall have the meaning ascribed to them in this Article, Amendment, or applicable provisions of Code Section 401(a)(9), regulations or other guidance.

ARTICLE 3 BENEFICIARY REQUIRED MINIMUM DISTRIBUTIONS

- 3.1 **Application.** This Article 3 will apply to all plans other than Defined Benefit Plans. This Article will not apply to existing qualified annuities described in SECURE Act §401(b)(4)(B).
- 3.2 **Effective Date.** Except as otherwise provided in in this Article, this Article will apply to distributions with respect to Participants who die on or after (i) January 1, 2020, if the Plan is not a governmental or collectively bargained plan, (ii) January 1, 2022, if the Plan is a governmental plan (as defined in Code §414(d)), and (iii) the date determined in SECURE Act §401(b)(2), if the Plan is a collectively-bargained plan,. Section 3.5 provides special rules with respect to certain Accounts under the Plan of Participants who died before the Effective Date of this Article.
- 3.3 **Death before RBD.** If the Participant dies before the Participant's RBD, the Plan will distribute or commence distribution of the Participant's Vested Accrued Benefit not later than as follows:

(a) **No Designated Beneficiary** If there is no Designated Beneficiary as of September 30 of the year following the calendar year of the Participant's death, the Beneficiary's entire interest will be distributed under the 5-Year Rule pursuant to Code Section 401(a)(9)(B)(ii) and applicable regulations and other guidance.

(b) **Eligible Designated Beneficiary.** If the distributee of a Participant's Account under the Plan is an Eligible Designated Beneficiary, the Beneficiary's entire interest will be distributed under the Life Expectancy Rule pursuant to Code Section 401(a)(9)(B)(iii), subject to any election of the 10-Year Rule if allowed under the terms of the Plan. For purposes of such an election, if the Plan immediately before this Amendment provided for a right to elect between the 5-Year Rule and Life Expectancy Rule, such provisions are amended to provide for an Eligible Designated Beneficiary to elect the 10-Year Rule in lieu of the Life Expectancy Rule, and if elected, the 10-Year Rule shall apply with respect to distributions pursuant to this Section 3.3(b). In the absence of an election, the Plan's provisions with regard to the Life Expectancy Rule will apply. An election of the 10-Year Rule must be made no later than the earlier of December 31 of the calendar year in which distribution would be required to begin under the Life Expectancy Rule, or by December 31 of the calendar year which contains the tenth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

(c) **Other Designated Beneficiaries.** If the beneficiary of the Participant's Account under the Plan is a Designated Beneficiary who is not an Eligible Designated Beneficiary, then the beneficiary's entire interest will be distributed under the 10-Year Rule.

(d) **10-Year Rule.** If distribution of a deceased Participant's Account under the Plan is subject to the "10-Year Rule," then distribution of the Participant's entire Account will be completed by December 31 of the calendar year containing the tenth anniversary of the Participant's death..

3.4 **Death after RBD.** If the Participant dies on or after the Participant's RBD, the Participant's remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death using the Life Expectancy Rule, as and to the extent provided by applicable regulations and other guidance. If the Beneficiary is a Designated Beneficiary who is not an Eligible Designated Beneficiary, the Plan will distribute the remaining interest in full no later than December 31 of the tenth year following the year of the Participant's death.

3.5 **Beneficiary Death.** If an Eligible Designated Beneficiary receiving distributions under the Life Expectancy Rule dies before the Beneficiary's entire interest in the Participant's Account is distributed, the Plan will distribute the remainder of the Beneficiary's interest in full no later than December 31 of the 10th year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article, and the Participant's designated beneficiary died after such Effective Date but prior to receiving full distribution of the beneficiary's interest, the Plan pursuant to SECURE Act §401(b)(5) will distribute that interest in full no later than December 31 of the tenth year following the year of the beneficiary's death.

3.6 **Age of Majority.** A child of the Participant who is receiving distributions under the Life Expectancy rule shall cease to be an Eligible Designated Beneficiary as of the date the child reaches the age of Majority and any remainder of the child's interest in the Participant's Account under the Plan shall be distributed within 10 years after that date, provided the child is not otherwise an Eligible Designated Beneficiary such as a disabled or chronically ill individual.

3.7 **Definitions; operating rules.** The following definitions and operating rules apply for this Article:

(a) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).

(b) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C) and the Plan and corresponding provisions of Article 2 of this Amendment.

(c) "**Designated Beneficiary**" means any individual who is designated by a Participant or Plan terms as a beneficiary of the Participant's Account under the Plan and who is a designated beneficiary under Code §401(a)(9) and applicable regulations or other guidance thereunder.

(d) "**Eligible Designated Beneficiary**" means a Designated Beneficiary of a Participant who is (1) the Participant's surviving spouse, (2) the Participant's child who has not reached the age of Majority, (3) disabled within the meaning of Code §72(m)(7), (4) chronically ill within the meaning of Code §7702B(c)(2), provided the requirements of subsection 7702B(c)(2)(A)(i) shall be treated as met if a certification is provided that, as of such date, the period of inability described in such subsection is an indefinite one which is reasonably expected to be lengthy in nature, or (5) any other individual who is not described in (1) through (4) of this Section 3.7(d) and is not more than 10 years younger than the Participant. Whether a Designated Beneficiary is an Eligible Designated Beneficiary shall be determined as of the date of the Participant's death. Certain trusts (or parts of certain trusts) may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v).

(e) "**Majority**" for purposes of the "age of Majority" of a Participant's child shall be determined under Code §401(a)(9)(F) and applicable regulations or other guidance issued thereunder.

(f) The "**Life Expectancy Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(iii) and is further described in the Plan.

(g) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.

(h) The “**10-Year Rule**” is described in Section 3.3(d).

(i) **Separate share rule.** A Participant’s Account under the Plan and a Beneficiary’s interest in that Account will be applied separately as provided in Code §401(a)(9)(H)(iv), or as provided by provisions of Treas. Reg. §1.401(a)(9)-8, Q&A 2 or 3 that are not contrary to Code §401(a)(9)(H)(iv) or other applicable laws or regulations.

ARTICLE 4

SUSPENSION OF 2020 RMDs; EXTENSION OF 5-YEAR RULE FOR RMDs – CARES §2203

4.1 **Application.** This Article applies only to defined contribution plans, which generally are retirement plans adopted by an employer pursuant to Code Section 401(a) or 403(b) that are not defined benefit plans. This Article does not apply to defined benefit plans. It is effective January 1, 2020 pursuant to Code Section 401(a)(9)(I).

4.2 **Suspension of 2020 RMDs; Extension of 5-Year Rule by One Year.**

(a) **Suspension of Required Minimum Distributions for 2020.** A Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a participant with a required beginning date of April 1, 2021) but for the enactment of Code Section 401(a)(9)(I) (“2020 RMDs”), and who would have satisfied that requirement by receiving distributions that are either (i) equal to the 2020 RMDs or (ii) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s Designated Beneficiary, or for a period of at least 10 years (“Extended 2020 RMDs”), will not receive those distributions for 2020 unless the Participant or Beneficiary, as the case may be, chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence; and

(b) **Direct Rollovers.** For purposes of applying the direct rollover provisions of the Plan, a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code Section 401(a)(9)(I).

4.3 **Extension of 5-Year Rule.** The 5-year period described in Code Section 401(a)(9)(B)(ii) shall be determined without regard to calendar year 2020, resulting in an additional year to distribute RMDs under the 5-Year Rule, unless a beneficiary otherwise elects to the contrary. A beneficiary of an Applicable Participant Account may elect to include calendar year 2020 for purposes of the 5-Year Rule and not extend the deadline to distribute the account by an additional year. If a beneficiary fails to make an election to extend the distribution, calendar year 2020 will not be counted and the 5-Year Rule for RMDs of the Applicable Participant Account will be extended an additional year.

4.4 **Definitions.** The following definitions apply for this Article:

(a) “**RMDs**” means required minimum distributions described in Code §401(a)(9).

(b) The “**5-Year Rule**” for distributing RMDs is described in Code §401(a)(9)(B)(ii) and corresponding Plan provisions .

(c) “**Applicable Participant Account**” means the remaining account of a Participant who died during the years 2015-2019, to the extent the account is subject to the 5-Year Rule.

ARTICLE 5

UPDATED LIFE EXPECTANCY TABLES – TREAS. REG. §1.401(a)(9)-9

- 5.1 **Application.** This Article shall apply to all plans and is effective for distribution calendar years beginning on or after January 1, 2022.
- 5.2 **New RMD Tables.** Any Plan provisions referencing or requiring use of any life expectancy table under Code Section 401(a)(9) or Treas. Reg. §1.401(a)(9) shall mean the tables published and adjusted from time to time under Treas. Reg. §1.401(a)(9)-9.

**ARTICLE 6
DIFFICULTY OF CARE PAYMENTS – SECURE §116**

- 6.1 **Application.** This Article will apply only if the Plan is a Defined Contribution Plan or a 403(b) Plan. It is effective for Plan Years beginning after December 31, 2015. For purposes of this Amendment, “Defined Contribution Plan” means a plan that is intended to satisfy the requirements of Code Section 401(a), except for a defined benefit plan.
- 6.2 **Inclusion in 415 Compensation.** Participant Compensation for purposes of determining the limit on annual additions under Code §415(c)(1)(B) shall include any Difficulty of Care Payments any Employer makes to a Participant. Any Difficulty of Care Payments shall be included for purposes of making any contributions or allocations under the Plan if the Plan expressly provides that Difficulty of Care Payments will be included for such purposes.
- 6.3 **Definition.** A “**Difficulty of Care Payment**” is a payment described in Code §131 made in connection with qualified foster individuals.

**ARTICLE 7
403(b) TERMINATION DISTRIBUTIONS – SECURE §110**

- 7.1 **Application.** This Article only shall apply to the Plan if it is intended to satisfy the requirements of Code Section 403(b) Plan. It is effective January 1, 2009.
- 7.2 **Custodial Accounts.** In connection with distributions upon termination of the Plan, the Plan may treat the delivery of a custodial account as a distribution, pursuant to Rev. Rul. 2020-23.

**ARTICLE 8
OTHER**

- I. Subsection 7.12.1(c) of the Plan is deleted and replaced in its entirety with following:

“(c) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse and the Employee’s or former Employee’s spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse. Effective for distributions on or after January 1, 2008, a distributee also includes the Participant’s nonspouse Beneficiary designated under the Plan. In the case of a nonspouse designated Beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA established on behalf of the nonspouse designated Beneficiary and treated as an inherited IRA pursuant to Code section 402(c)(11).”

This Amendment is hereby executed this _____ day of _____ 2022.

CITY OF GRAND ISLAND, a Nebraska municipality

By: _____
Roger Steele, Mayor

ORDINANCE NO. 9906

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA TO AMEND THE CITY OF GRAND ISLAND, NEBRASKA POLICE OFFICERS' RETIREMENT SYSTEM PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1001 through and including 16-1019, the City of Grand Island maintains the City of Grand Island, Nebraska Police Officers' Retirement System Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Mayor and City Council are authorized and desire to amend the Plan for recent statutory changes, as set forth in the amendment presented with this Ordinance titled "AMENDMENT (2022) SECURE, Bipartisan American Miners & CARES Act" ("Amendment").

SECTION 3. The Mayor and City Council do hereby approve and adopt said Amendment, effective on the date(s) set forth therein.

SECTION 4. The Mayor is authorized to execute said Amendment on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Amendment to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the Amendment and other Plan documents and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or maintain the qualified status of the Plan.

SECTION 5. All ordinances and parts of ordinances as previously enacted to the extent in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Approved as to Form	□ _____
November 18, 2022	□ City Attorney

ORDINANCE NO. 9906 (Cont.)

SECTION 7. This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.

Enacted: November 22, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item F-4

#9907 - Consideration of Approving Amendment (2022) Secure, Bipartisan American Miners & CARES Act to the Grand Island Firefighters' Retirement System Plan and Trust

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: November 22, 2022

Subject: Approving Amendment (2022) Secure, Bipartisan American Miners & CARES Act to the Grand Island Firefighters' Retirement System Plan and Trust

Presenter(s): Patrick Brown, Finance Director

Background

The retirement plan documents were last amended and restated December 18, 2018. A restatement must incorporate into the plan documents all changes in the federal tax and state retirement plan laws and regulations since the last restatement. The IRS changed plan document requirements beginning in 2017 that restatement of the plan is no longer the case. The general rule now is that plans must be amended annually as needed for any applicable changes in laws, regulations, or other guidance, as well as for voluntary changes.

Discussion

Qualified retirement plans must be operated in accordance with applicable laws and regulations, including any changes in such laws and regulations from time to time. Plan documents periodically must be updated to reflect changes in such laws, regulations and plan operations. The attached Amendments are intended to incorporate recent changes via Amendment (2022) Secure, Bipartisan American Miners & CARES Act.

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 to amend the Firefighter's Retirement System Plan and Trust.

Sample Motion

Move to approve to amend the Firefighter's Retirement System Plan and Trust.

**CITY OF GRAND ISLAND, NEBRASKA
FIREFIGHTERS' RETIREMENT
SYSTEM PLAN AND TRUST**

**AMENDMENT (2022)
SECURE, Bipartisan American Miners & CARES Acts**

**ARTICLE 1
GENERAL**

- 1.1 **Adoption and effective date of Amendment.** Pursuant to Nebraska Statutes, Sections 16-1020 through and including 16-1042, the City of Grand Island, Nebraska ("City" or "Employer") maintains the City of Grand Island, Nebraska Firefighters' Retirement System Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan"). The Mayor and City Council are authorized and desire to amend the Plan as set forth in this Amendment, effective as of the dates specified below; provided, however, if a date is not specified, the provision shall be effective as of January 1, 2020.
- 1.2 **Superseding of inconsistent provisions.** Provisions of this Amendment apply notwithstanding any provisions of the Plan to the contrary. To further specify and not limit the foregoing sentence, this Amendment supersedes provisions of the Plan that are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment.
- 1.3 **Numbering.** Except as otherwise provided in this Amendment, any use of "Article", "Section" or similar language in this Amendment is used for organizing the Amendment and not to reference to particular articles, sections, or parts of the Plan.
- 1.4 **Intention; Construction.** A principal purpose of this Amendment is to amend the Plan for changes to applicable requirements governing retirement plans maintained by employers ("Changes to Applicable Requirements"), including without limitation, changes to applicable provisions of the Internal Revenue Code ("Code") by the Further Consolidated Appropriations Act, 2020 (and specifically Divisions M and O of that Act, known as the Setting Every Community Up for Retirement Enhancement Act of 2019 and the Bipartisan American Miners Act of 2019), and the Coronavirus Aid, Relief, and Economic Security Act (2020). All provisions of the Plan shall be deemed amended and modified consistent with the provisions of this Amendment and Changes to Applicable Requirements, and shall be subject to any applicable regulations or other guidance, as currently in effect or as adopted or amended from time to time.
- 1.5 **Effect of subsequent restatement or amendment of Plan.** If the City restates the Plan, this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated and the restated plan document incorporates these provisions).

**ARTICLE 2
REQUIRED BEGINNING DATE**

- 2.1 **Application.** This Article 2 changes the applicable age for purposes of required minimum distributions ("RMDs") under Internal Revenue Code ("Code") Section 401(a)(9) from 70 ½ to 72 years of age. The changes made by this Article will apply to all plans, regardless of type, and shall be effective with regard to RMDs required to be made under Code Section 401(a)(9) after December 31, 2019, with respect to individuals who attain age 70 ½ after such date.
- 2.2 **Increase Age for Required Beginning Date to 72.** The required beginning date ("Required Beginning Date" or "RBD") for purposes of RMDs pursuant to Code Section 401(a)(9) shall be April 1 of the calendar year following the later of:
 - a. the calendar year in which the Participant attains age 72, or

b. the calendar year in which the Participant retires.

Provided, however, Section 2.2(b) shall not apply in the case of a Participant who is a 5% owner. For this purpose, a Participant will be treated as a 5% owner if the Participant was a 5-percent owner (as defined in Code §416)) with respect to the Plan Year ending in the calendar year in which the Participant attains age 72.

- 2.3 **Spousal Distributions.** Subject to any right under the Plan to elect the 10-Year Rule, if a Participant dies prior to the Participant's RBD and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later, provided the Plan, immediately before this Amendment, provided for delay of RMD to a surviving spouse to December 31 of the calendar year in which the Participant would have attained age 70½.
- 2.4 **Definitions.** Terms used in this Article shall have the meaning ascribed to them in this Article, Amendment, or applicable provisions of Code Section 401(a)(9), regulations or other guidance.

ARTICLE 3 BENEFICIARY REQUIRED MINIMUM DISTRIBUTIONS

- 3.1 **Application.** This Article 3 will apply to all plans other than Defined Benefit Plans. This Article will not apply to existing qualified annuities described in SECURE Act §401(b)(4)(B).
- 3.2 **Effective Date.** Except as otherwise provided in in this Article, this Article will apply to distributions with respect to Participants who die on or after (i) January 1, 2020, if the Plan is not a governmental or collectively bargained plan, (ii) January 1, 2022, if the Plan is a governmental plan (as defined in Code §414(d)), and (iii) the date determined in SECURE Act §401(b)(2), if the Plan is a collectively-bargained plan,. Section 3.5 provides special rules with respect to certain Accounts under the Plan of Participants who died before the Effective Date of this Article.
- 3.3 **Death before RBD.** If the Participant dies before the Participant's RBD, the Plan will distribute or commence distribution of the Participant's Vested Accrued Benefit not later than as follows:
- (a) **No Designated Beneficiary** If there is no Designated Beneficiary as of September 30 of the year following the calendar year of the Participant's death, the Beneficiary's entire interest will be distributed under the 5-Year Rule pursuant to Code Section 401(a)(9)(B)(ii) and applicable regulations and other guidance.
- (b) **Eligible Designated Beneficiary.** If the distributee of a Participant's Account under the Plan is an Eligible Designated Beneficiary, the Beneficiary's entire interest will be distributed under the Life Expectancy Rule pursuant to Code Section 401(a)(9)(B)(iii), subject to any election of the 10-Year Rule if allowed under the terms of the Plan. For purposes of such an election, if the Plan immediately before this Amendment provided for a right to elect between the 5-Year Rule and Life Expectancy Rule, such provisions are amended to provide for an Eligible Designated Beneficiary to elect the 10-Year Rule in lieu of the Life Expectancy Rule, and if elected, the 10-Year Rule shall apply with respect to distributions pursuant to this Section 3.3(b). In the absence of an election, the Plan's provisions with regard to the Life Expectancy Rule will apply. An election of the 10-Year Rule must be made no later than the earlier of December 31 of the calendar year in which distribution would be required to begin under the Life Expectancy Rule, or by December 31 of the calendar year which contains the tenth anniversary of the Participant's (or, if applicable, surviving spouse's) death.
- (c) **Other Designated Beneficiaries.** If the beneficiary of the Participant's Account under the Plan is a Designated Beneficiary who is not an Eligible Designated Beneficiary, then the beneficiary's entire interest will be distributed under the 10-Year Rule.

(d) **10-Year Rule.** If distribution of a deceased Participant's Account under the Plan is subject to the "10-Year Rule," then distribution of the Participant's entire Account will be completed by December 31 of the calendar year containing the tenth anniversary of the Participant's death..

3.4 **Death after RBD.** If the Participant dies on or after the Participant's RBD, the Participant's remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death using the Life Expectancy Rule, as and to the extent provided by applicable regulations and other guidance. If the Beneficiary is a Designated Beneficiary who is not an Eligible Designated Beneficiary, the Plan will distribute the remaining interest in full no later than December 31 of the tenth year following the year of the Participant's death.

3.5 **Beneficiary Death.** If an Eligible Designated Beneficiary receiving distributions under the Life Expectancy Rule dies before the Beneficiary's entire interest in the Participant's Account is distributed, the Plan will distribute the remainder of the Beneficiary's interest in full no later than December 31 of the 10th year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article, and the Participant's designated beneficiary died after such Effective Date but prior to receiving full distribution of the beneficiary's interest, the Plan pursuant to SECURE Act §401(b)(5) will distribute that interest in full no later than December 31 of the tenth year following the year of the beneficiary's death.

3.6 **Age of Majority.** A child of the Participant who is receiving distributions under the Life Expectancy rule shall cease to be an Eligible Designated Beneficiary as of the date the child reaches the age of Majority and any remainder of the child's interest in the Participant's Account under the Plan shall be distributed within 10 years after that date, provided the child is not otherwise an Eligible Designated Beneficiary such as a disabled or chronically ill individual.

3.7 **Definitions; operating rules.** The following definitions and operating rules apply for this Article:

(a) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).

(b) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C) and the Plan and corresponding provisions of Article 2 of this Amendment.

(c) "**Designated Beneficiary**" means any individual who is designated by a Participant or Plan terms as a beneficiary of the Participant's Account under the Plan and who is a designated beneficiary under Code §401(a)(9) and applicable regulations or other guidance thereunder.

(d) "**Eligible Designated Beneficiary**" means a Designated Beneficiary of a Participant who is (1) the Participant's surviving spouse, (2) the Participant's child who has not reached the age of Majority, (3) disabled within the meaning of Code §72(m)(7), (4) chronically ill within the meaning of Code §7702B(c)(2), provided the requirements of subsection 7702B(c)(2)(A)(i) shall be treated as met if a certification is provided that, as of such date, the period of inability described in such subsection is an indefinite one which is reasonably expected to be lengthy in nature, or (5) any other individual who is not described in (1) through (4) of this Section 3.7(d) and is not more than 10 years younger than the Participant. Whether a Designated Beneficiary is an Eligible Designated Beneficiary shall be determined as of the date of the Participant's death. Certain trusts (or parts of certain trusts) may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v).

(e) "**Majority**" for purposes of the "age of Majority" of a Participant's child shall be determined under Code §401(a)(9)(F) and applicable regulations or other guidance issued thereunder.

(f) The "**Life Expectancy Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(iii) and is further described in the Plan.

(g) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.

(h) The “**10-Year Rule**” is described in Section 3.3(d).

(i) **Separate share rule.** A Participant’s Account under the Plan and a Beneficiary’s interest in that Account will be applied separately as provided in Code §401(a)(9)(H)(iv), or as provided by provisions of Treas. Reg. §1.401(a)(9)-8, Q&A 2 or 3 that are not contrary to Code §401(a)(9)(H)(iv) or other applicable laws or regulations.

ARTICLE 4

SUSPENSION OF 2020 RMDs; EXTENSION OF 5-YEAR RULE FOR RMDs – CARES §2203

4.1 **Application.** This Article applies only to defined contribution plans, which generally are retirement plans adopted by an employer pursuant to Code Section 401(a) or 403(b) that are not defined benefit plans. This Article does not apply to defined benefit plans. It is effective January 1, 2020 pursuant to Code Section 401(a)(9)(I).

4.2 **Suspension of 2020 RMDs; Extension of 5-Year Rule by One Year.**

(a) **Suspension of Required Minimum Distributions for 2020.** A Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a participant with a required beginning date of April 1, 2021) but for the enactment of Code Section 401(a)(9)(I) (“2020 RMDs”), and who would have satisfied that requirement by receiving distributions that are either (i) equal to the 2020 RMDs or (ii) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s Designated Beneficiary, or for a period of at least 10 years (“Extended 2020 RMDs”), will not receive those distributions for 2020 unless the Participant or Beneficiary, as the case may be, chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence; and

(b) **Direct Rollovers.** For purposes of applying the direct rollover provisions of the Plan, a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code Section 401(a)(9)(I).

4.3 **Extension of 5-Year Rule.** The 5-year period described in Code Section 401(a)(9)(B)(ii) shall be determined without regard to calendar year 2020, resulting in an additional year to distribute RMDs under the 5-Year Rule, unless a beneficiary otherwise elects to the contrary. A beneficiary of an Applicable Participant Account may elect to include calendar year 2020 for purposes of the 5-Year Rule and not extend the deadline to distribute the account by an additional year. If a beneficiary fails to make an election to extend the distribution, calendar year 2020 will not be counted and the 5-Year Rule for RMDs of the Applicable Participant Account will be extended an additional year.

4.4 **Definitions.** The following definitions apply for this Article:

(a) “**RMDs**” means required minimum distributions described in Code §401(a)(9).

(b) The “**5-Year Rule**” for distributing RMDs is described in Code §401(a)(9)(B)(ii) and corresponding Plan provisions .

(c) “**Applicable Participant Account**” means the remaining account of a Participant who died during the years 2015-2019, to the extent the account is subject to the 5-Year Rule.

ARTICLE 5

UPDATED LIFE EXPECTANCY TABLES – TREAS. REG. §1.401(a)(9)-9

- 5.1 **Application.** This Article shall apply to all plans and is effective for distribution calendar years beginning on or after January 1, 2022.
- 5.2 **New RMD Tables.** Any Plan provisions referencing or requiring use of any life expectancy table under Code Section 401(a)(9) or Treas. Reg. §1.401(a)(9) shall mean the tables published and adjusted from time to time under Treas. Reg. §1.401(a)(9)-9.

**ARTICLE 6
DIFFICULTY OF CARE PAYMENTS – SECURE §116**

- 6.1 **Application.** This Article will apply only if the Plan is a Defined Contribution Plan or a 403(b) Plan. It is effective for Plan Years beginning after December 31, 2015. For purposes of this Amendment, “Defined Contribution Plan” means a plan that is intended to satisfy the requirements of Code Section 401(a), except for a defined benefit plan.
- 6.2 **Inclusion in 415 Compensation.** Participant Compensation for purposes of determining the limit on annual additions under Code §415(c)(1)(B) shall include any Difficulty of Care Payments any Employer makes to a Participant. Any Difficulty of Care Payments shall be included for purposes of making any contributions or allocations under the Plan if the Plan expressly provides that Difficulty of Care Payments will be included for such purposes.
- 6.3 **Definition.** A “Difficulty of Care Payment” is a payment described in Code §131 made in connection with qualified foster individuals.

**ARTICLE 7
403(b) TERMINATION DISTRIBUTIONS – SECURE §110**

- 7.1 **Application.** This Article only shall apply to the Plan if it is intended to satisfy the requirements of Code Section 403(b) Plan. It is effective January 1, 2009.
- 7.2 **Custodial Accounts.** In connection with distributions upon termination of the Plan, the Plan may treat the delivery of a custodial account as a distribution, pursuant to Rev. Rul. 2020-23.

**ARTICLE 8
OTHER**

- I. Subsection 7.12.1(c) of the Plan is deleted and replaced in its entirety with following:

“(c) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse and the Employee’s or former Employee’s spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse. Effective for distributions on or after January 1, 2008, a distributee also includes the Participant’s nonspouse Beneficiary designated under the Plan. In the case of a nonspouse designated Beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA established on behalf of the nonspouse designated Beneficiary and treated as an inherited IRA pursuant to Code section 402(c)(11).”

This Amendment is hereby executed this _____ day of _____ 2022.

CITY OF GRAND ISLAND, a Nebraska municipality

By: _____
Roger Steele, Mayor

ORDINANCE NO. 9907

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA TO AMEND THE CITY OF GRAND ISLAND, NEBRASKA FIREFIGHTERS' RETIREMENT SYSTEM PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1020 through and including 16-1042, the City of Grand Island maintains the City of Grand Island, Nebraska Firefighters' Retirement System Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Mayor and City Council are authorized and desire to amend the Plan for recent statutory changes, as set forth in the amendment presented with this Ordinance titled "AMENDMENT (2022) SECURE, Bipartisan American Miners & CARES Act" ("Amendment").

SECTION 3. The Mayor and City Council do hereby approve and adopt said Amendment, effective on the date(s) set forth therein.

SECTION 4. The Mayor is authorized to execute said Amendment on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Amendment to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the Amendment and other Plan documents and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or maintain the qualified status of the Plan.

SECTION 5. All ordinances and parts of ordinances as previously enacted to the extent in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact

Approved as to Form	□ _____
November 18, 2022	□ City Attorney

ORDINANCE NO. 9907 (Cont.)

that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 7. This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.

Enacted: November 22, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-1

Approving Minutes of November 8, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 8, 2022

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on November 8, 2022. Notice of the meeting was given in *The Grand Island Independent* on November 2, 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 Clerk RaNae Edwards, Finance Director Patrick Brown, City Attorney Laura McAloon and Interim Public Works Director Keith Kurz.

The PLEDGE OF ALLEGIANCE was said.

PUBLIC HEARINGS:

Public Hearing on Proposed Blighted and Substandard Area 28 for approximately 78.45 Acres Located Northwest part of Grand Island between 13th St and State St and between Webb Road and Capital Ave including Conestoga Mall and the Development to the North of the Mall (Woodsonia Acquisitions LLC). Regional Planning Director Chad Nabity reported that Woodsonia Acquisitions, LLC had commissioned a Blight and Substandard Study for proposed Redevelopment Area No. 28. The study was approximately 78.45 acres of property located in northwest Grand Island located between U.S. Highway 281 and Webb Road and State and 13th Streets including the Conestoga Mall. Staff recommended approval. No public testimony was heard.

Public Hearing on Proposed Extremely Blighted Study located in the Northwest part of Grand Island between 13th Street and State Street and between Webb Road and Capital Avenue including Conestoga Mall and the Development to the North of the Mall (Woodsonia Acquisitions LLC). Regional Planning Director Chad Nabity reported that Woodsonia Acquisitions, LLC had commissioned a study to identify areas in the City of Grand Island that could qualify as Extremely Blighted per Nebraska Community Redevelopment Law. Marvin Planning and Kurt Elder, AICP had prepared a study that identified the areas. Staff recommended approval. No public testimony was heard.

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

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

Approving Appointment of Dana Jelinek to the Railside Business Improvement District.

#2022-315 - Approving Contract for Engineering Services for the Utilities Department with JK Energy Consulting of Smithfield, Nebraska in an Amount of \$119,500.00.

#2022-316 - Approving Tree Trimming Project 2023-TT-1 with Leetch Tree Service, LLC of Grand Island, Nebraska in an Amount of \$183,760.00.

#2022-317 - Approving Lease Renewal for Dedicated Parking Stalls in the Public Parking Lot at 3rd Street and Pine Street- ProCon Management, Inc.

#2022-318 - Approving Engineering Consulting Agreement for Street/Fleet Service Facility Improvement Study with Davis Design, Inc. of Lincoln, Nebraska in an Amount of \$149,130.00.

#2022-319 - Year-End Certification of City Street Superintendent for Determining Incentive Payment for Calendar Year 2022. It was noted that Grand Island Street Superintendent Shannon Callahan had been employed with the City of Grand Island since August of 2011.

#2022-320 - Approving Amendment to CDBG Subrecipient Agreement with Railside Downtown BID.

#2022-321 - Approving Overhead Door Replacement at Fire Station 1 & 2 with Overhead Door Company of Grand Island, Nebraska in an Amount of \$62,061.00.

RESOLUTIONS:

#2022-322 - Consideration of Approving the Proposed Blighted & Substandard Area 28 Located Northwest part of Grand Island between 13th St and State St and between Webb Rd and Capital Ave including Conestoga Mall and the Development to the North of the Mall (Woodsonia Acquisitions LLC). This item was related to the aforementioned Public Hearing.

Motion by Minton, second by Stelk to approve Resolution #2022-322. Upon roll call vote, Councilmembers Haase, Nickerson, Mendoza, Guzinski, Minton, Conley, Stelk, Fitzke, and Scott voted aye. Councilmember Paulick voted no. Motion adopted.

#2022-323 - Consideration of Approving the Proposed Extremely Blighted Study located in the Northwest part of Grand Island between 13th Street and State Street and between Webb Road and Capital Avenue including Conestoga Mall and the Development to the North of the Mall (Woodsonia Acquisitions LLC). This item was related to the aforementioned Public Hearing.

Kurt Elder, Lincoln, Nebraska answered questions regarding the study and how they determined extremely blighted.

Motion by Nickerson, second by Fitzke to approve Resolution #2022-323. Upon roll call vote, Councilmembers Haase, Nickerson, Mendoza, Guzinski, Minton, Conley, Stelk, Fitzke, and Scott voted aye. Councilmember Paulick voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Guzinski to approve the payment of claims for the period of October 26, 2022 through November 8, 2022 for a total amount of \$3,662, 849.16. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:21 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-2

Approving Minutes of November 15, 2022 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

November 15, 2022

Pursuant to due call and notice thereof, a Study Session 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 November 15, 2022. Notice of the meeting was given in *The Grand Island Independent* on November 9, 2022.

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

SPECIAL ITEMS:

Recognition of the Northwest Girls Softball Team's Class B State Championship. Mayor Steele and the City Council recognized the Northwest Girls Softball team and coaches for their Class B State Championship win. Present were team members: Madison Cushing, Kamrynn Mings, Reyse Zobel, Grace Baasch, Avyn Urbanski, Kyra Ray, Ava Smith, Aubrey Olsufka, Logan Meguire, Ava Laurent, Kendal Morledge, Jolie O'Hara, Kylie Caspersen, Libby Loman Taila Bandt, Macie Folkers, Kayla Koehn, Jalyssa Caldwell, Laiken Dorsey, and Emily Spiehs. Also present was Head Coach Mitch Sadd and Assistant Coaches Natalie Starostka, Sara Olsen, and Bailey Bryant.

Presentation Regarding Conestoga Marketplace Redevelopment. Regional Planning Director Chad Naby introduced Drew Snyder and Mitch Hohlen with Woodsonia Real Estate, Inc. of Omaha, Nebraska who gave a PowerPoint presentation on the Conestoga Marketplace Redevelopment.

Woodsonia Real Estate, Inc. (Woodsonia), an Omaha, Nebraska based development firm announced the proposed redevelopment of Conestoga Mall into a future \$200 million + mixed-use project called Conestoga Marketplace. Conestoga Marketplace would be anchored by a new 150,000 square foot retailer positioned on the southern portion of the redevelopment. The remaining portion of the mall would be completely modernized with exterior facing storefronts, updated interior and exterior facades, new tenant signage and a state-of-the-art entertainment offering, including a new cinema indoor-outdoor pickleball courts, and a first class bar/restaurant facility.

Conestoga Marketplace would also include 300 + Class A market rate multi-family housing units, a new hotel and pad sites along Hwy 281 and 13th Street. The pad sites would be comprised of new restaurants and multi-tenant retail buildings. If approved the construction

would start the second quarter of 2023 and the new 150,000 square foot retailing opening in 2025 – 2026.

The following projected costs were presented:

- Estimated Total Project Cost: \$221,585,000
- Private Investment and Debt: \$148,065,000
- TIF Reimbursement: \$ 26,257,000
- EEA/Occupation Tax: \$ 36,763,000
- CRA Funding Contribution: \$ 4,000,000
- Grow Grand Island Funding Contribution: \$ 1,000,000
- City of Grand Island Contribution: \$ 5,500,000

Mr. Hohlen answered questions regarding the existing tenants. He stated those staying would be moved to the south part of the current mall while the north side was being renovated and then they would be moved back to the north side. He stated they would like to build the housing development right away. Comments were made regarding the lack of retail businesses in the City of Grand Island.

Finance Director Patrick Brown stated the \$5.5 million from the City would come out of our reserves. Cindy Johnson, representing the Chamber of Commerce, 309 West State Street handed the Council a resolution the Chamber of Commerce passed last week supporting the Conestoga Marketplace Redevelopment.

Mr. Nability stated the next steps would come to Council before the end of the year.

ADJOURNMENT: The meeting was adjourned at 8:09 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-3

#2022-324 - Approving Request from Underground Café, LLC dba Underground Café, 3404 West 13th Street for a Class "I" Liquor License and Liquor Manager Designation for Jose Rendon, 2704 W. John Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2022-324

WHEREAS, an application was filed by Underground Café, LLC dba Underground Café, 3404 West 13th Street 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 November 12, 2022; such publication cost being \$14.40; and

WHEREAS, a public hearing was held on November 22, 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 Jose Rendon, 2704 West John Street, Grand Island, Nebraska contingent upon passing a state approved alcohol server/seller training program.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
November 18, 2022 ☐ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-4

#2022-325 - Approving Change Order No. 2 for Asphalt Resurfacing Project No. 2022-AC-1

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: November 22, 2022

Subject: Approving Change Order No. 2 for Asphalt Resurfacing Project No. 2022-AC-1

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded an \$852,351.23 contract on April 12, 2022, via Resolution No. 2022-96, for Asphalt Resurfacing Project No. 2022-AC-1.

This year's work involves asphalt resurfacing on the following City streets.

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 Section No. 1 (Capital Avenue; Engleman Road to North Road) and No. 2 (13th Street; Engleman Road to North Road) were removed from this year's work due to available budget.

On September 27, 2022, via Resolution No. 2022-271, City Council approved Change Order No. 1, at no cost, to allow additional time for project completion; from September 9, 2022 to October 31, 2022.

Discussion

Due to additional driveway work on Stolley Park Road and additional asphalt mix placed on Wheeler Avenue, Change Order No. 2 in the amount of \$10,464.37 is requested for

Asphalt Resurfacing Project No. 2022-AC-1. This results in a revised total contract amount of \$862,815.60, an increase of less than 5%. Pursuant to the authority granted by City Code § 27-34, Interim Public Works Director Kurz approved Change Order No. 1. Staff now seek City Council ratification of Change Order No. 1 and the appropriation of the additional \$10,464.37 for a total contract value of \$862,815.60.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution ratifying the execution of Change Order No. 2 and appropriating the funds necessary to increase the amount of the contract with Gary Smith Construction Co., Inc. for Asphalt Resurfacing Project No. 2022-AC-1 to \$862,815.60.

Sample Motion

Move to approve the resolution ratifying Change Order No. 2 and increasing the amount of the contract with Gary Smith Construction Co., Inc. for Asphalt Resurfacing Project No. 2022-AC-1 to \$862,815.60.



CHANGE ORDER NO. 2

PROJECT: Asphalt Resurfacing Project No. 2022-AC-1

CONTRACTOR: Gary Smith Construction Co., Inc.

AMOUNT OF CONTRACT: \$852,351.23

CONTRACT DATE: April 20, 2022

Additional driveway work on Stolley Park Road and additional asphalt mix placed on Wheeler Avenue.

Contract Price Prior to this Change Order..... \$852,351.23

Increase Resulting from this Change Order..... \$10,464.37

Revised Contract Price Including this Change Order..... \$862,815.60

Notice to Proceed Date ----- April 21, 2022

Original Completion Date ----- September 9, 2022

Revised Completion Date ----- October 31, 2022

The Above Change Order Accepted:

Gary Smith Construction Co., Inc.

By _____ **Date** _____

Approval Recommended:

By _____ **Date** _____
Keith Kurz PE, Interim Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____
Mayor

Date _____

Attest _____
City Clerk

RESOLUTION 2022-325

WHEREAS, on April 12, 2022, via Resolution 2022-96, the City of Grand Island awarded Gary Smith Construction Co., Inc. of Grand Island, Nebraska (the “Contractor”) a contract in the amount of \$852,351.23 for Asphalt Resurfacing Project No. 2022-AC-1 (the “Project”); and

WHEREAS, on September 27, 2022, via Resolution No. 2022-271, City Council approved Change Order No. 1, at no cost, to allow additional time for Project completion; and

WHEREAS, the Contractor encountered additional driveway work on Stolley Park Road that was not anticipated in the bid specifications for the Project, and incurred increased materials costs for the additional asphalt mix placed on Wheeler Avenue; and

WHEREAS, Contractor has requested, and the Public Works Director has approved pursuant to City code § 27-34, Change Order No. 2, in the amount of \$10,464.37 for the additional costs incurred with this Project; and

WHEREAS, staff recommends the ratification of Change Order No. 2 in the amount of \$10,464.37 and the corollary increase in the total contract amount with Contractor for the Project to \$862,815.60.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order No. 2 in the amount of \$10,464.37 is hereby ratified and the amount of the contract between the City of Grand Island and Gary Smith Construction Co., Inc. of Grand Island, Nebraska for Asphalt Resurfacing Project No. 2022-AC-1 is hereby increased to \$862,815.60.

BE IT FURTHER RESOLVED that the Mayor and designees are hereby authorized to take all actions and execute all documents necessary to effect the purpose of this Resolution.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2022	☐ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-5

#2022-326 - Approving Certificate of Final Completion for the 2022 Asphalt Resurfacing Project No. 2022-AC-1

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: November 22, 2022

Subject: Approving Certificate of Final Completion for the 2022 Asphalt Resurfacing Project No. 2022-AC-1

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

Gary Smith Construction Co, Inc. of Grand Island, Nebraska was awarded an \$852,351.23 contract by the City Council on April 12, 2022, via Resolution No. 2022-96, for the 2022 Annual Asphalt Resurfacing Project No. 2022-AC-1 (the “Project”). This year’s work involved asphalt resurfacing on:

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 Section No. 1 (Capital Avenue; Engleman Road to North Road) and No. 2 (13th Street; Engleman Road to North Road) were removed from this year’s work due to available budget.

On September 27, 2022, via Resolution No. 2022-271, City Council approved Change Order No. 1, at no cost, to allow additional time for Project completion; from September 9, 2022 to October 31, 2022. The Public Works Director executed Change Order No. 2 in the amount of \$10,464.37 to reflect a cost overrun in the contract for increased work and materials due to additional driveway work on Stolley Park Road and additional asphalt mix placed on Wheeler Avenue. Change Order No. 2 was subsequently presented to the City Council for ratification.

Discussion

The Project has been completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction was completed at a total cost of \$862,815.60, inclusive of Change Order No. 2. The City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for the Project, certifying that Gary Smith Construction Co., Inc. of Grand Island, Nebraska has completed the work required by the contract at a total cost of \$862,815.60.

Additional project costs incurred by the City (detailed below) totaled \$48,061.76 for a final Project cost of \$910,877.36.

Additional Project Costs-

Olsson, Inc.- Pavement Cores & Quality Assurance	\$ 4,768.00
Grand Island Independent- Advertising	\$ 131.10
City of Grand Island Public Works Engineering Services	\$ 43,162.66
Additional Project Costs	\$ 48,061.76

Per the Interlocal Cooperative Agreement, dated May 25, 2022, Hall County will reimburse the City \$15,231.28, for work on Old Potash Highway outside City limits.

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 confirm the Certificate of Final Completion for Asphalt Resurfacing Project No. 2022-AC-1 and accept the Project as complete.

Sample Motion

Move to approve the resolution confirming the Certificate of Final Completion and accepting Asphalt Resurfacing Project No. 2022-AC-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Asphalt Resurfacing Project No. 2022-AC-1
 CITY OF GRAND ISLAND, NEBRASKA
 November 22, 2022

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

This is to certify that Asphalt Resurfacing Project No. 2022-AC-1 has been fully completed by Gary Smith Construction Co, Inc. of Grand Island, Nebraska under the contract dated April 20, 2022. 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.

Asphalt Resurfacing Project No. 2022-AC-1

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Bid Section #3- OLD POTASH HIGHWAY; ENGLEMAN ROAD TO NORTH ROAD					
1	MOBILIZATION	1.00	LS	\$ 8,000.00	\$8,000.00
2	COLD MILLING, CLASS 3 (DEPTH 2")	14,986.00	SY	\$ 1.95	\$29,222.70
3	ASPHALTIC CONCRETE, TYPE SPR (2")	1,664.00	TON	\$ 77.42	\$128,826.88
4	ASPHALTIC CONCRETE FOR INTERSECTIONS AND DRIVEWAYS, TYPE SPR	20.00	TON	\$ 150.00	\$3,000.00
5	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	0.00	TON	\$ 15.00	\$0.00
6	TACK COAT	2,400.00	GAL	\$ 2.75	\$6,600.00
7	RAISED LANE MARKERS	97.00	EA	\$ 0.83	\$80.51
8	TEMPORARY SIGN DAY	204.00	DAY	\$ 6.00	\$1,224.00
9	BARRICADE, TYPE II	172.00	BDAY	\$ 0.50	\$86.00
10	BARRICADE, TYPE III	43.00	BDAY	\$ 1.50	\$64.50
11	FLAGGING	29.00	DAY	\$ 225.00	\$6,525.00
12	FURNISHING & OPERATING PILOT VEHICLE	4.00	DAY	\$ 250.00	\$1,000.00
13	EARTH SHOULDER CONSTRUCTION	83.00	SAT	\$ 105.00	\$8,715.00
14	HYDRO-SEEDING	1.00	ACRE	\$ 7,500.00	\$7,500.00
15	ADJUST WATER VALVE TO GRADE	1.00	EA	\$ 1,070.00	\$1,070.00
Total Bid Section #3=					\$201,914.59
Bid Section #4- STOLLEY PARK ROAD; SOUTH LOCUST STREET TO STUHR ROAD					
1	MOBILIZATION	1.00	LS	\$ 8,000.00	\$8,000.00
2	COLD MILLING, CLASS 3 (DEPTH 2")	17,315.00	SUY	\$ 2.48	\$42,941.20
3	ASPHALTIC CONCRETE, TYPE SPR (2")	2,276.00	TON	\$ 77.42	\$176,207.92
4	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	7.00	TON	\$ 150.00	\$1,050.00
5	TACK COAT	2,600.00	GAL	\$ 2.75	\$7,150.00
6	RAISED LANE MARKERS	86.00	EA	\$ 0.83	\$71.38
7	TEMPORARY SIGN DAY	191.00	DAY	\$ 6.00	\$1,146.00
8	BARRICADE, TYPE II	207.00	BDAY	\$ 0.50	\$103.50
9	BARRICADE, TYPE III	55.00	BDAY	\$ 1.50	\$82.50
10	FLAGGING	16.00	DAY	\$ 225.00	\$3,600.00
11	FURNISHING & OPERATING PILOT VEHICLE	3.00	DAY	\$ 250.00	\$750.00
12	EARTH SHOULDER CONSTRUCTION	70.00	STA	\$ 105.00	\$7,350.00
13	HYDRO-SEEDING	1.00	ACRE	\$ 7,500.00	\$7,500.00
14	ADJUST MANHOLE TO GRADE	5.00	EA	\$ 2,000.00	\$10,000.00
Total Bid Section #4=					\$265,952.50

Bid Section #5- STUHR ROAD; STOLLEY PARK ROAD TO BISMARK ROAD					
1	MOBILIZATION	1.00	LS	\$ 8,000.00	\$8,000.00
2	COLD MILLING, CLASS 3 (DEPTH 2")	13,476.00	SY	\$ 2.40	\$32,342.40
3	ASPHALTIC CONCRETE, TYPE SPR (2")	1,560.00	TON	\$ 77.42	\$120,775.20
4	ASPHALTIC CONCRETE FOR INTERSECTIONS AND DRIVEWAYS, TYPE SPR	101.00	TON	\$ 150.00	\$15,150.00
5	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	0.00	TON	\$ 150.00	\$0.00
6	TACK COAT	2,100.00	GAL	\$ 2.75	\$5,775.00
7	RAISED LANE MARKERS	40.00	EA	\$ 0.83	\$33.20
8	TEMPORARY SIGN DAY	245.00	DAY	\$ 6.00	\$1,470.00
9	BARRICADE, TYPE II	242.00	BDAY	\$ 0.50	\$121.00
10	BARRICADE, TYPE III	41.00	BDAY	\$ 1.50	\$61.50
11	FLAGGING	28.00	DAY	\$ 225.00	\$6,300.00
12	FURNISHING & OPERATING PILOT VEHICLE	3.00	DAY	\$ 250.00	\$750.00
13	EARTH SHOULDER CONSTRUCTION	117.00	STA	\$ 105.00	\$12,285.00
14	HYDRO-SEEDING	1.50	ACRE	\$ 7,500.00	\$11,250.00
15	ADJUST MANHOLE TO GRADE	2.00	EA	\$ 3,200.00	\$6,400.00
Total Bid Section #5=					\$220,713.30
Bid Section #6- STUHR ROAD; BNSF RAILROAD TO 1070' SOUTH OF US HIGHWAY 30					
1	MOBILIZATION	1.00	LS	\$ 8,000.00	\$8,000.00
2	COLD MILLING, CLASS 3 (DEPTH 2")	6,305.00	SY	\$ 2.66	\$16,771.30
3	ASPHALTIC CONCRETE, TYPE SPR (2")	857.00	TON	\$ 77.42	\$66,348.94
4	ASPHALTIC CONCRETE FOR INTERSECTIONS AND DRIVEWAYS, TYPE SPR	12.00	TON	\$ 150.00	\$1,800.00
5	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	0.00	TON	\$ 150.00	\$0.00
6	TACK COAT	1,000.00	GAL	\$ 2.75	\$2,750.00
7	RAISED LANE MARKERS	35.00	EA	\$ 0.83	\$29.05
8	TEMPORARY SIGN DAY	86.00	DAY	\$ 6.00	\$516.00
9	BARRICADE, TYPE II	128.00	BDAY	\$ 0.50	\$64.00
10	BARRICADE, TYPE III	12.00	BDAY	\$ 1.50	\$18.00
11	FLAGGING	21.00	DAY	\$ 225.00	\$4,725.00
12	FURNISHING & OPERATING PILOT VEHICLE	1.00	DAY	\$ 250.00	\$250.00
13	ADJUST MANHOLE TO GRADE	0.00	EA	\$ 3,250.00	\$0.00
Total Bid Section #6=					\$101,272.29
Bid Section #7- WHEELER AVENUE; 18TH STREET TO CAPITAL AVENUE					
1	MOBILIZATION	1.00	LS	\$ 4,000.00	\$4,000.00
2	COLD MILLING, CLASS 3 (DEPTH 1")	6,419.00	SY	\$ 1.86	\$11,939.34
3	ASPHALTIC CONCRETE, TYPE SLX (1")	524.00	TON	\$ 86.42	\$45,284.08
4	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	0.00	TON	\$ 150.00	\$0.00
5	TACK COAT	1,000.00	GAL	\$ 2.75	\$2,750.00
6	RAISED LANE MARKERS	0.00	EA	\$ 0.83	\$0.00
7	TEMPORARY SIGN DAY	65.00	DAY	\$ 6.00	\$390.00
8	BARRICADE, TYPE II	122.00	BDAY	\$ 0.50	\$61.00
9	BARRICADE, TYPE III	9.00	BDAY	\$ 1.50	\$13.50
10	FLAGGING	9.00	DAY	\$ 225.00	\$2,025.00
11	FURNISHING & OPERATING PILOT VEHICLE	0.00	DAY	\$ 250.00	\$0.00
12	ADJUST MANHOLE TO GRADE	2.00	EA	\$ 3,250.00	\$6,500.00
Total Bid Section #7=					\$72,962.92
Grand Total=					\$862,815.60

Additional Project Costs-

Olsson, Inc.- Pavement Cores & Quality Assurance	\$ 4,768.00
Grand Island Independent- Advertising	\$ 131.10
City of Grand Island Public Works Engineering Services	\$ 43,162.66
Additional Project Costs	\$ 48,061.76

Asphalt Resurfacing Project No. 2022-AC-1 Project Total = \$910,877.36

I hereby recommend that the Engineer's Certificate of Final Completion for Asphalt Resurfacing Project No. 2022-AC-1 be approved.

Keith Kurz, PE – Interim City Engineer/Public Works Director

Roger G. Steele – Mayor

RESOLUTION 2022-326

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Project No. 2022-AC-1, Asphalt Resurfacing (the “Project”), certifying that Gary Smith Construction Co., Inc. of Grand Island, Nebraska, under contract, has completed the work required by the contract at a total cost of \$862,815.60; and

WHEREAS, the City has incurred additional Project costs in the amount of \$48,061.76, as detailed below, resulting in a total Project cost of \$910,877.36; and

Olsson, Inc. – Pavement Cores & Quality Assurance	\$ 4,768.00
Grand Island Independent- Advertising	\$ 131.10
City of Grand Island Public Works Engineering Services	\$ 43,162.66
Additional Project Costs	\$ 48,061.76

WHEREAS, the City Engineer/Public Works Director recommends the confirmation of the Certificate of Completion and acceptance of the Project as complete; and

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 Project No. 2022-AC-1, Asphalt Resurfacing, in the total amount of \$910,877.36, is hereby confirmed and the Project is hereby accepted as complete.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____ November 18, 2022 ✕ City Attorney
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City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-6

#2022-327 - Approving Certificate of Final Completion for Various Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: November 22, 2022

Subject: Approving Certificate of Final Completion for Various Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$356,193.50 contract by the City Council on March 22, 2022, via Resolution No. 2022-74, for Various Locations Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1.

On October 11, 2022, via Resolution No. 2022-287, City Council approved Change Order No. 1, at no cost, to allow additional time for project completion; from October 15, 2022 to November 30, 2022.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction was completed at a total cost of \$342,840.06, resulting in an underrun of \$13,353.44.

Additional project costs incurred by the City (detailed below) totaled \$100,323.49 for a final project cost of \$443,163.55.

Additional Project Costs-

JEO Consulting Group, Inc.- Engineering Services	\$ 88,949.00
City of Grand Island Public Works Engineering Services	\$ 11,239.46
Grand Island Independent- Advertising	\$ 135.03
Additional Project Costs	\$ 100,323.49

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 confirm the Certificate of Final Completion for Various Locations Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1 and accept the Project as complete.

Sample Motion

Move to approve the resolution confirming the Certificate of Final Completion and accepting Various Locations Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Various Locations Drainage Projects;
 Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1
 CITY OF GRAND ISLAND, NEBRASKA
 November 22, 2022

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

This is to certify that Various Locations Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated March 23, 2022. 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.

**Various Locations Drainage Projects;
 Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1**

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
HENRY STREET / SOUTH STREET					
1	MOBILIZATION	1.00	LS	\$ 2,300.00	\$2,300.00
2	REMOVE PAVEMENT	827.00	SY	\$ 4.90	\$4,052.30
3	CLEARING AND GRUBBING	1.00	LS	\$ 365.00	\$365.00
4	REMOVE CONCRETE FLUME	28.00	SF	\$ 4.10	\$114.80
5	REMOVE AND RESET SIGN	0.00	EA	\$ 295.00	\$0.00
6	REMOVE STORM SEWER PIPE	25.00	LF	\$ 6.70	\$167.50
7	REMOVE CONCRETE SIDEWALK	447.00	SF	\$ 1.00	\$447.00
8	OVEREXCAVATION	0.00	CY	\$ 15.80	\$0.00
9	EXCAVATION, ESTABLISHED QUANTITY	200.00	CY	\$ 4.20	\$840.00
10	9" CONCRETE PAVEMENT	1,151.00	SY	\$ 71.30	\$82,066.30
11	4" GRAVEL SURFACING	35.00	TON	\$ 25.00	\$875.00
12	SUBGRADE PREPARATION	1,151.00	SY	\$ 2.00	\$2,302.00
13	CONCRETE HEADER	37.00	LF	\$ 16.80	\$621.60
14	TRENCH DRAIN	20.00	LF	\$ 485.30	\$9,706.00
15	6" CONCRETE TRAIL	449.00	SF	\$ 6.30	\$2,828.70
16	DETECTABLE WARNING PANELS	32.00	SF	\$ 24.50	\$784.00
17	TEMPORARY TRAFFIC CONTROL	1.00	LS	\$ 1,765.00	\$1,765.00
18	ADJUST VALVE BOX TO GRADE	1.00	EA	\$ 455.00	\$455.00
19	SEEDING, FERTILIZER AND MULCH	2,400.00	SF	\$ 0.64	\$1,536.00
HENRY STREET / SOUTH STREET TOTAL=					\$111,226.20

BROOKLINE DRIVE

1	MOBILIZATION	1.00	LS	\$ 1,680.00	\$1,680.00
2	REMOVEPAVEMENT	391.00	SY	\$ 5.70	\$2,228.70
3	REMOVE DRIVEWAY	252.00	SY	\$ 6.70	\$1,688.40
4	CLEARING AND GRUBBING	1.00	LS	\$ 400.00	\$400.00
5	REMOVE CONCRETE HEADER	30.00	LF	\$ 4.40	\$132.00
6	REMOVE CONCRETE FLUME	92.00	SF	\$ 4.10	\$377.20
7	REMOVE AND RESET SIGN	1.00	EA	\$ 295.00	\$295.00
8	REMOVE AND REPLACE MAILBOX	10.00	EA	\$ 190.00	\$1,900.00
9	REMOVE AND RESET FENCE	52.00	LF	\$ 4.90	\$254.80
10	REMOVE CONCRETE SIDEWALK	50.00	SF	\$ 1.20	\$60.00
11	7" CONCRETE PAVEMENT	2,638.00	SY	\$ 56.55	\$149,178.90
12	6" CONCRETE DRIVEWAY	179.00	SY	\$ 53.75	\$9,621.25
13	4" GRAVEL SURFACING	55.00	TON	\$ 25.20	\$1,386.00
14	SUBGRADE PREPARATION	2,804.00	SY	\$ 2.00	\$5,608.00
15	CONCRETE HEADER	30.00	LF	\$ 19.00	\$570.00
16	CONCRETE FLUME	144.00	SF	\$ 10.40	\$1,497.60
17	5" CONCRETE SIDEWALK	50.00	SF	\$ 5.60	\$280.00
18	DETECTABLE WARNING PANELS	10.00	SF	\$ 26.80	\$268.00
19	ADJUST MANHOLE TO GRADE	2.00	EA	\$ 1,105.00	\$2,210.00
20	CONNECT TO EXISTING MANHOLE	1.00	EA	\$ 500.00	\$500.00
21	STORM SEWER INLET, TYPE "D" MODIFIED	4.00	EA	\$ 3,400.00	\$13,600.00
22	CURB INLETSEDIMENT FILTER	0.00	EA	\$ 92.90	\$0.00
23	OVEREXCAVATION	50.00	CY	\$ 15.90	\$795.00
24	FLAGGING	800.00	CY	\$ 4.30	\$3,440.00
25	STORM SEWER MANHOLE	2.00	EA	\$ 3,750.00	\$7,500.00
26	18" RCP, CLASS III	165.00	LF	\$ 70.20	\$11,583.00
27	15" RCP, CLASS III	60.00	LF	\$ 65.00	\$3,900.00
28	ADJUST VAVLE BOX TO GRADE	1.00	EA	\$ 420.00	\$420.00
29	LAWN SPRINKLER REPAIR	1.00	EA	\$ 1,300.00	\$1,300.00
30	SEEDING, FERTILIZER AND MULCH	11,000.00	SF	\$ 0.64	\$7,040.00
31	TEMPORARY TRAFFIC CONTROL	1.00	LS	\$ 1,900.00	\$1,900.00
BROOKLINE DRIVE TOTAL =					\$231,613.86
Grand Total=					\$342,840.06

Additional Project Costs-

JEO Consulting Group, Inc.- Engineering Services	\$ 88,949.00
City of Grand Island Public Works Engineering Services	\$ 11,239.46
Grand Island Independent- Advertising	\$ 135.03
Additional Project Costs	\$ 100,323.49

Various Locations Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1 Project Total = \$443,163.55

I hereby recommend that the Engineer's Certificate of Final Completion for Various Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1 be approved.

Keith Kurz, PE – Interim City Engineer/Public Works Director

Roger G. Steele – Mayor

RESOLUTION 2022-327

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Various Locations Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1 (the “Project”), certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the drainage projects the total amount of \$342,840.06; and

WHEREAS, the City has incurred additional project costs in the amount of \$100,323.49, as detailed below, resulting in a total Project cost of \$443,163.55; and

Additional Project Costs-

JEO Consulting Group, Inc.- Engineering Services	\$ 88,949.00
City of Grand Island Public Works Engineering Services	\$ 11,239.46
Grand Island Independent- Advertising	\$ 135.03
Additional Project Costs	\$ 100,323.49

WHEREAS, the City Engineer/Public Works Director recommends the confirmation of the Certificate of Final Completion and acceptance of the Project as complete; and

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 Various Locations Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1, in the total amount of \$443,163.55, is hereby confirmed and the Project is hereby accepted as complete.

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____ November 18, 2022 ✕ City Attorney
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City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-7

**#2022-328 - Approving Change Order No. 1 for Lift Station No. 28
Equalization Tank; Project No. 2022-S-3**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: November 22, 2022

Subject: Approving Change Order No. 1 for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

SKM Turnkey Construction, LLC of Grand Island, Nebraska was awarded a \$2,045,489.30 contract on July 12, 2022, via Resolution No. 2022-179, for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3.

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

Discussion

Change Order No. 1 to the referenced project is being requested to rectify quantities, upsize the valve manhole, remove existing jib crane, modify the proposed wash down system to fit the site conditions, add additional storm sewer to remedy existing field condition, and other miscellaneous fittings required now that work is underway. Change Order No. 1 will result in a contract increase of \$31,245.07, resulting in a revised contract amount of \$2,076,734.37.

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 authorizing the execution of Change Order No. 1 and increasing the total contract amount for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 with SKM Turnkey Construction, LLC of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 1

PROJECT: Lift Station No. 28 Equalization Tank; Project No. 2022-S-3
CONTRACTOR: SKM Turnkey Construction, LLC
AMOUNT OF CONTRACT: \$2,045,489.30
CONTRACT DATE: July 14, 2022

Rectify quantities and update bid items.

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
3	Remove Dewatering Well	-0.38	LS	\$ 10,518.00	\$ (4,018.00)
19	Install 48" Valve Manhole	-3.00	EA	\$ 13,558.00	\$ (40,674.00)
27	Install Drop Connection in Existing Manhole	-0.32	LS	\$ 14,119.00	\$ (4,514.00)
29	Install Water Well	+0.07	LS	\$ 23,306.00	\$ 1,708.00
30	Install 8" Chain Link Fence	-656.00	LF	\$ 61.80	\$ (40,540.80)
35	Install Area Inlet	+0.72	EA	\$ 9,833.00	\$ 7,079.00
40	Sandblast and Recoat All Valve Vault Piping	-0.21	LS	\$ 24,656.00	\$ (5,062.00)
42	Electrical Work	-0.03	LS	\$ 228,455.00	\$ (5,864.00)
ALT C	Install 400,000 Gallon Welded Steel Tank	+0.02	LS	\$1,134,484.00	\$ 21,941.00
CO1-1	Install 60" Valve Manhole	+3.00	EA	\$ 15,440.17	\$ 46,320.51
CO1-2	Existing JB Crane and Foundation Removal	+1.00	LS	\$ 10,650.00	\$ 10,650.00
CO1-3	Install 6" Chain Link Fence	+656.00	LF	\$ 55.06	\$ 36,119.36
CO1-4	Import and Install Crushed Concrete	+150.00	TON	\$ 54.00	\$ 8,100.00
Change Order No. 1 Total =					\$ 31,245.07

Contract Price Prior to this Change Order..... \$ 2,045,489.30
 Increase Resulting from this Change Order..... \$ 31,245.07
 Revised Contract Price Including this Change Order..... \$ 2,076,734.37

The Above Change Order Accepted:

SKM Turnkey Construction, LLC

By _____ Date _____

Approval Recommended:

By _____ Date _____
 Keith Kurz PE, Interim Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____
Mayor

Date _____

Attest _____
City Clerk

RESOLUTION 2022-328

WHEREAS, on July 12, 2022, via Resolution No.2022-179, the City of Grand Island awarded SKM Turnkey Construction, LLC of Grand Island, Nebraska the bid in the amount of \$2,045,489.30 for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3; and

WHEREAS, it is necessary to rectify quantities and update bid items to implement the addition of an extra pump station, storage tank, control system, and all appurtenances thereto, in order to increase peak pump capacity and avoid future surcharges in the system during peak capacity events; and

WHEREAS, such modifications have been incorporated into Change Order No. 1 at a cost of \$31,245.07; and

WHEREAS, approval of Change Order No. 1 as recommended by staff requires an increase in the total contract amount to \$2,076,734.37.

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 in the amount of \$31,245.07 and increase the amount of the contract between the City of Grand Island and SKM Turnkey Construction, LLC of Grand Island, Nebraska to a total contract price of \$2,076,734.37 for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2022	☐ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-8

#2022-329 - Approving Skid Steer Buy-Back for Streets Division

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent
Meeting: November 22, 2022
Subject: Approving Skid Steer Buy-Back for Streets Division
Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

The Streets Division currently owns two compact track loaders (skid steers). One compact track loader is a front line machine for the Streets Division’s concrete repair crew that is primarily used for concrete removal (sawing, hammering, and excavating). The other compact track loader is used mainly for asphalt roadway patching by clearing and loading millings from sections of roadway in preparation for new hot-mix asphalt.

In November of 2014, the City Council approved the purchase of two new skid steers and future participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE. The Buyback program gives the City an opportunity to own a new machine, at minimal cost, each year lowering the risk of down time for a key piece of equipment and reducing equipment maintenance costs.



Example of Skid Steer/Compact Track Loader

Discussion

The Net Cost breakdown for each skid steer is shown in the tables below.

T76 T4 Bobcat Compact Track Loader	
New Machine Cost	\$75,439.96
Trade Value	\$54,064.62
Net Purchase Price	\$21,375.34

T66 T4 upgrade to T76 T4 Bobcat Compact Track Loader	
New Machine Cost (T76)	\$75,439.96
Trade Value (T66)	\$50,804.82
Net Purchase Price	\$24,635.14

The smaller of the two existing skid steers is being proposed for a size upgrade that increased the net cost by \$7,934.89. This larger size has higher reach to dump trucks load trucks and a wider bucket for more productivity. This will also allow use by all crews saving on wear/tear parts, such as tracks, giving the ability to balance the amount of hours per machine.

The net purchase price is a significant increase from years past due to the current state of economy, including surcharges for steel. There was discussion on not participating in the program this year due to this fact; but it was determined that the trade value would continue to decrease if kept another year while the new machine prices are unlikely to stay the same or decrease. Therefore, the net difference may continue to get larger if the program is placed on hold.

New machine pricing is consistent with Sourcewell Contract No 040319-CEC awarded to Clark Equipment Co dba Bobcat Company; with Central Nebraska Bobcat of Grand Island, NE assigned as our authorized dealer.

Public Works staff is recommending participation in the buyback program and the purchase of a new a T76 T4 compact track loader for \$75,439.96 with a trade-in value of \$54,064.62 for a net purchase price of \$21,375.34 and the purchase of a new T76 T4 compact track loader for \$75,439.96 with a trade-in value of \$50,804.82 for a net purchase price of \$24,635.14 from Central Nebraska Bobcat of Grand Island, NE.

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 participation in the buyback program and the purchase of a new a T76 T4 compact track loader for \$75,439.96 with a trade-in value of \$54,064.62 for a net purchase price of \$21,375.34 and the purchase of a new T76 T4 compact track loader for \$75,439.96 with a trade-in value

of \$50,804.82 for a net purchase price of \$24,635.14 from Central Nebraska Bobcat of Grand Island, NE.

Sample Motion

Move to approve the resolution authorizing the continued participation in Sourcewell Contract No. 040319-CEC for the purchase of two new T76 T4 compact track loaders from Central Nebraska Bobcat of Grand Island, NE for a combined net purchase price after buyback of \$46,010.48.

RESOLUTION 2022-329

WHEREAS, the City of Grand Island City Council approved participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE in November of 2014; and

WHEREAS, Sourcewell Contract No. 040319-CEC was awarded to Clark Equipment Co dba Bobcat Company and authorized Central Nebraska Bobcat of Grand Island, NE to offer said contract pricing to the City of Grand Island, Nebraska; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new a T76 T4 compact track loader for \$75,439.96 with a trade-in value of \$54,064.62 for a net purchase price of \$21,375.34; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new T76 T4 compact track loader for \$75,439.96 with a trade-in value of \$50,804.82 for a net purchase price of \$24,635.14.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a new a T76 T4 compact track loader for \$75,439.96 with a trade-in value of \$54,064.62 for a net purchase price of \$21,375.34 and the purchase of a new T76 T4 compact track loader for \$75,439.96 with a trade-in value of \$50,804.82 for a net purchase price of \$24,635.14 from Central Nebraska Bobcat of Grand Island, NE is approved.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
November 18, 2022 ✕ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-9

#2022-330 - Approving Contract Amendment No. 1 for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: November 22, 2022

Subject: Approving Contract Amendment No. 1 for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$98,825.40 contract on July 12, 2022, via Resolution No. 2022-174, for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2 (the “Project”).

This Project is for the rehabilitation of existing Lift Station No. 1, which is located at 312 N Tilden Street in a portion of an old building owned by the Grand Island Parks Department. Due to the condition of the building it was desired to rehabilitate the building and demolish the Parks Department area of the building.

Discussion

Contract Amendment No. 1 to the contract for the Project is being requested to allow for the addition of the following work: removal of exterior building sealer & adding primer and paint in its place, rework of electrical service and interior wiring, and additional concrete sidewalk repair with associated detectable warning panels. Contract Amendment No. 1 will result in a contract increase of \$15,419.25, resulting in a revised contract amount of \$114,244.65. City staff have reviewed Contractor’s certification of the price and costs for such additional work in accordance with Grand Island City Code § 27-16 and recommend the amendment of the Agreement to reflect the additional work and associated cost increase for the Project.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution authorizing the execution of Contract Amendment No. 1 and increasing the total contract amount for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2 with The Diamond Engineering Company of Grand Island, Nebraska to \$114,244.65.

Sample Motion

Move to approve the resolution authorizing the execution of Contract Amendment No. 1 increasing the total contract amount for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2 with The Diamond Engineering Company of Grand Island, Nebraska to \$114,244.65.

**FIRST AMENDMENT TO CONTRACT AGREEMENT
LIFT STATION NO. 1 REHABILITATION; PROJECT NO. 2022-S-2**

This First Amendment to the Contract Agreement for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2 (the “Amendment”) is entered into by and between the City of Grand Island, a municipal corporation of the state of Nebraska, (hereafter called “City”), and The Diamond Engineering Company (hereafter called “Contractor”) of Grand Island, Nebraska, and dated this ____ day of _____, 2022.

WHEREAS, City and Contractor are parties to a Contract Agreement for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2, dated July 17, 2022 (the “Agreement”) whereby City contracted with Contractor for construction of Lift Station No. 1 Rehabilitation; Project No. 2022-S-2 (the “Project”); and

WHEREAS, City has determined it is necessary to add additional work to the Agreement due to conditions unknown at the time of the issuance of bid specifications for the Project; and

WHEREAS, Contractor is willing to perform such additional work in consideration for additional payments for the costs of such work;

WHEREAS, City staff have reviewed Contractor’s certification of the price and costs for such additional work in accordance with Grand Island City Code § 27-16 and recommend the amendment of the Agreement to reflect the additional work and associated cost increase for the Project.

NOW, therefore, in consideration of the promises and agreements set forth in the Agreement and herein, the City and Contractor agree to the following:

1. ARTICLE I. is amended in its entirety as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications and Supplemental Specifications as set forth in Attachment A and incorporated fully herein by reference, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the

City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid and approval of Contractor's certified cost and pricing data for the Supplemental Specifications;

2. ARTICLE II is amended in its entirety as follows:

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract of ~~NINETY EIGHT THOUSAND EIGHT HUNDRED TWENTY FIVE AND 40/100~~ ONE HUNDRED FOURTEEN THOUSAND TWO HUNDRED FORTY-FOUR AND 65/100 (\$98,825.40114,244.65) for all services, materials, and work covered by and included in the initial contract award and this Amendment and designated in the foregoing Article I, as amended herein; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications and Supplemental Specifications.

3. EFFECTIVE DATE. The terms of this Amendment shall be effective upon execution of this Amendment by both parties and upon the date first written above.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Contract Agreement for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2 on the dates recited below:

THE DIAMOND ENGINEERING COMPANY

By: _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By: _____

Date _____

Roger G. Steele, Mayor

ATTEST:

RaNae Edwards, City Clerk

Approved as to form:

City Attorney

Date _____

RESOLUTION 2022-330

WHEREAS, on July 12, 2022, via Resolution No.2022-174, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska (“Contractor”) the bid in the amount of \$98,825.40 for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2 (the “Project”) and entered into the contract for said project on July 17, 2022; and

WHEREAS, an amendment to the original contract is necessary to allow for removal of exterior building sealer & adding primer and paint in its place, rework of electrical service and interior wiring, and additional concrete sidewalk repair with associated detectable warning panels and adjustment of the total contract amount to compensate Contractor for the additional work and materials at a cost of \$15,419.25; and

WHEREAS, City staff reviewed Contractor’s certification of the price and costs for such additional work in accordance with Grand Island City Code § 27-16 and recommend the amendment of the original contract to reflect the additional work and associated cost increase for the Project.

WHEREAS, such modifications have been incorporated into the Contract Amendment No. 1 to Contract Agreement; Lift Station No. 1 Rehabilitation: Project No. 2022-S-2 with an increase in the total contract amount to \$114,244.65.

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 Contract Amendment No. 1 to Contract Agreement; Lift Station No. 1 Rehabilitation: Project No. 2022-S-2 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to a total contract price of \$114,244.65.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2022	☐ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-10

#2022-331 - Approving Award of Professional Engineering Consulting Services for Veterans Legacy Development Improvements; Project No. 2022-P-7

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: November 22, 2022

Subject: Approving Award of Professional Engineering Consulting Services for Veterans Legacy Development Improvements; Project No. 2022-P-7

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

A Request for Qualifications (RFQ) for engineering consulting services for Veterans Legacy Development Improvements; Project No. 2022-P-7 was advertised in the Grand Island Independent on June 22, 2022. The RFQ was also sent to sixteen (16) potential firms by the Engineering Division of the Public Works Department.

This project is for the improvement of the Custer Avenue and Sheridan Street corridors north of Capital Avenue and south of Old Highway 2, within the Veterans Legacy South Subdivision.

The Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other associated improvements needed to complete the project. Water main and sanitary sewer utilities are also being proposed to be designed and built with this project.

Discussion

One (1) submittal was received and opened on July 14, 2022, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from Olsson, Inc. of Grand Island, Nebraska was deemed able to perform the work required. Negotiations with the selected firm resulted in an agreed upon amount of \$76,500.00 for such services. This contract will include the initial design of Veterans Legacy Development Improvements; Project No. 2022-P-7. This initial design work will be for public paving, sanitary sewer, water mains and storm sewer such that it can be used for design coordination of the CHI property development and further developed into construction documents as development occurs or future budget allows.

Funds for the consulting services are in the approved 2022/2023 Capital Improvement Project budget.

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 award of Professional Engineering Consulting Services for Veterans Legacy Development Improvements; Project No. 2022-P-7 to Olsson, Inc. of Grand Island, Nebraska for an amount not to exceed \$76,500.00.

Sample Motion

Move to approve the resolution authorizing the Mayor to execute a contract with Olsson, Inc. of Grand Island, Nebraska for Veterans Legacy Development Improvements; Project No. 2022-P-7 for an amount not to exceed \$76,500.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE
2023 CAPITAL IMPROVEMENT PROJECTS;
SELECTED LOCATIONS**

RFP DUE DATE: July 14, 2022 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: June 22, 2022
NO. POTENTIAL BIDDERS: 16

PROPOSALS RECEIVED

JEO Consulting Group
Grand Island, NE

Olsson
Grand Island, NE

cc: Keith Kurz, Interim Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director

P2383



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

November 9, 2022

City of Grand Island
Attn: Keith Kurz, Public Works Director
100 East First Street
Grand Island, NE 68801

Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES
Veteran's Legacy South Design (the "Project")
Grand Island, NE

Dear Mr. Kurz:

It is our understanding that the City of Grand Island ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

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

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: November 21, 2022

Anticipated Completion Dates: February 17, 2023

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.20, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$76,500.


TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Keith Kurz.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By  _____
Brian Degen

By  _____
Matt Rief

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF GRAND ISLAND

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

- General Provisions
- Scope of Services
- 2022 Billing Rate Sheet
- Reimbursable Expense Schedule



Scope of Services

PROJECT DESCRIPTION AND LOCATION

Project Location: Vets Legacy South Subdivision
Grand Island, Nebraska

Project Description: Custer ROW coordination, 3,200 LF of pavement design, 2,000 LF of sanitary design, 1,900 LF of water main design

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

PHASE 100 SURVEY AND PLANNING SERVICES **\$1,500.00**

Task 100 – ROW coordination

- 1.1 Establish ROW for future Custer Ave.
- 1.2 Provide ROW linework to City for incorporation into final plat.

PHASE 200 - CIVIL DESIGN SERVICES **\$75,000.00**

Task 100 – Project Management

- 2.1 Provide Project management and coordination through the design process.
- 2.2 Schedule meetings as necessary to review design.

Task 200 - Design Services

- 2.3 Develop sanitary sewer plan and profile drawings. Design the location of manholes and sanitary sewer services. (2,000 LF of sanitary main)
- 2.4 Submit sanitary sewer plans to the City of Grand Island and address review comments.
- 2.5 Develop Water Main plan and profile drawings. (1,900 LF of water main)
- 2.6 Submit Water Main plans to the City of Grand Island and address review comments.
- 2.7 Develop roadway plans for public roadway. (3,200 LF of public road)
- 2.8 Design roadway geometrics, joints, grades, and construction details.
- 2.9 Design storm sewer system for proposed roadways.
- 2.10 Develop rough proposed site grading plan.
- 2.11 Note, plans will be completed to 90%, and not Sealed.

Exclusions

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

- Construction phase services, including administration.
- Easements or platting services
- SWPPP plan
- Items not specifically included in the Scope of Services above.

Olsson agrees to provide all of its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

F:\2022\03001-03500\022-03443\00-Pre-Contract\Management\Letter Proposal\Vets Legacy South Scope.doc

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated November 9, 2022 between City of Grand Island ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

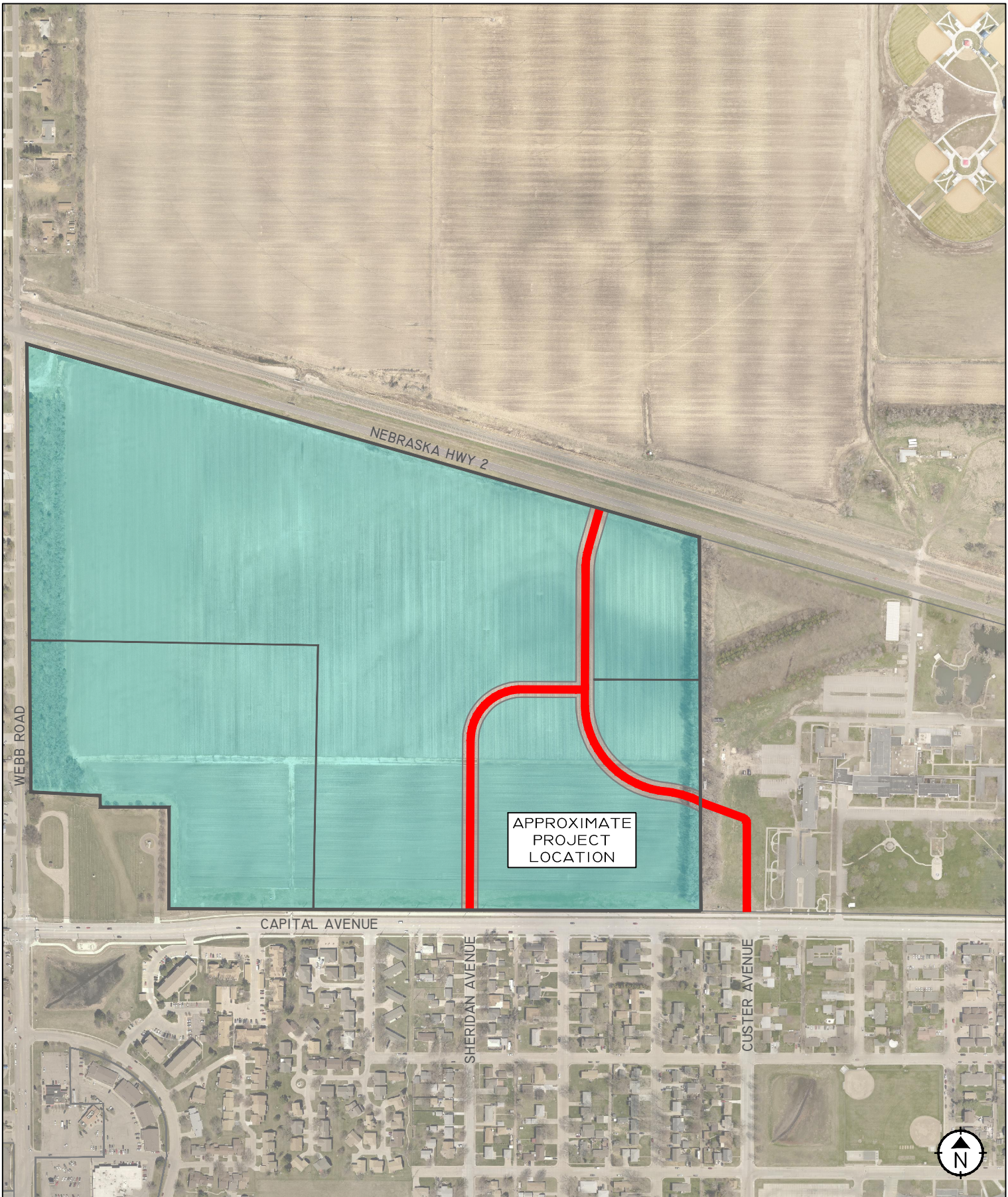
7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.



VETERANS LEGACY DEVELOPMENT IMPROVEMENTS

2023 CAPITAL IMPROVEMENT PROJECT

GRAND ISLAND, NEBRASKA



RESOLUTION 2022-331

WHEREAS, the City Of Grand Island invited submittals for professional engineering consulting services for Veterans Legacy Development Improvements; Project No. 2022-P-7, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on July 14, 2022 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Olsson, Inc. of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code and City staff negotiated a contract price for the work performed at an amount not to exceed \$76,500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to take all actions necessary to enter into a contract on behalf of the City of Grand Island with Olsson, Inc. of Grand Island, Nebraska for professional engineering consulting services for Veterans Legacy Development Improvements; Project No. 2022-P-7 in the form attached hereto and incorporated herein as Exhibit A.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
November 18, 2022	☒ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-11

**#2022-332 - Approving Changes to Speed Limit Resolution No.
2022-133**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: November 22, 2022

Subject: Consideration of Approving Changes to Speed Limit Resolution No. 2022-133

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

Speed limits on City streets that are set by state statute can be modified by resolution of the City Council. Modifications to speed limits are to be completed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

Discussion

With the improvements to Wildwood Drive in connection with the new FedEx facility, as well as the Old Potash Highway updates, revisions to the speed limit resolution are necessary.

STREET	FROM	TO	LIMIT
Wildwood Drive	380 610 feet west of Elk Drive (west city limits)	230 610 feet east of Elk Drive Gold Core Drive (city limits)	45
Wildwood Drive	230 feet east of Elk Drive	US Highway 34/281	35
Wildwood Drive	US Highway 34/281	610 feet east of Gold Core Drive (city limits)	45
Wildwood Drive	¼ mile west of Blaine Street (city limits)	Locust Street South	55
Old Potash Highway	1,500 feet west of Arapahoe Avenue (west city limits)	North Road Kaufman Avenue	45
Old Potash Highway	Kaufman Avenue North Road	Custer Avenue Claude Road	35 40

<u>Old Potash Highway</u>	<u>Claude Road</u>	<u>Custer Avenue</u>	<u>35</u>
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Alternatives

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

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

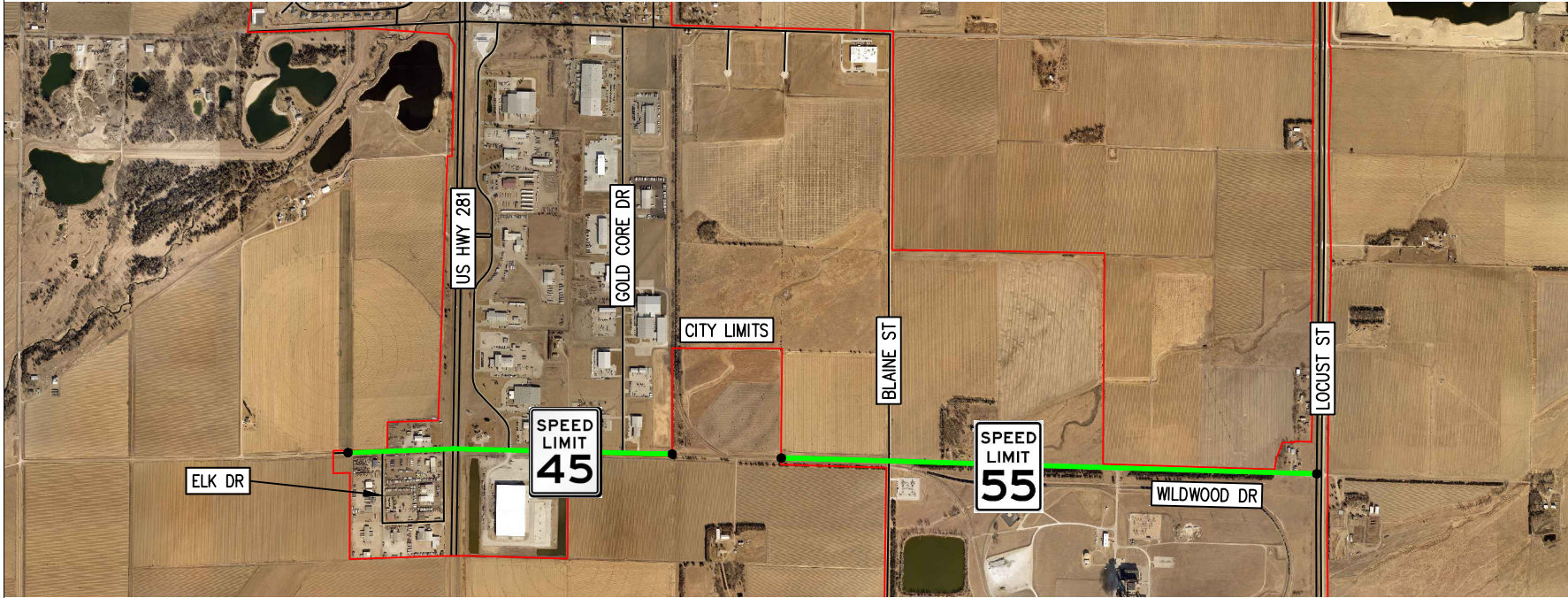
Recommendation

City Administration recommends that the Council pass a resolution making the speed limit adjustments recommended by the Engineering Division of the Public Works Department.

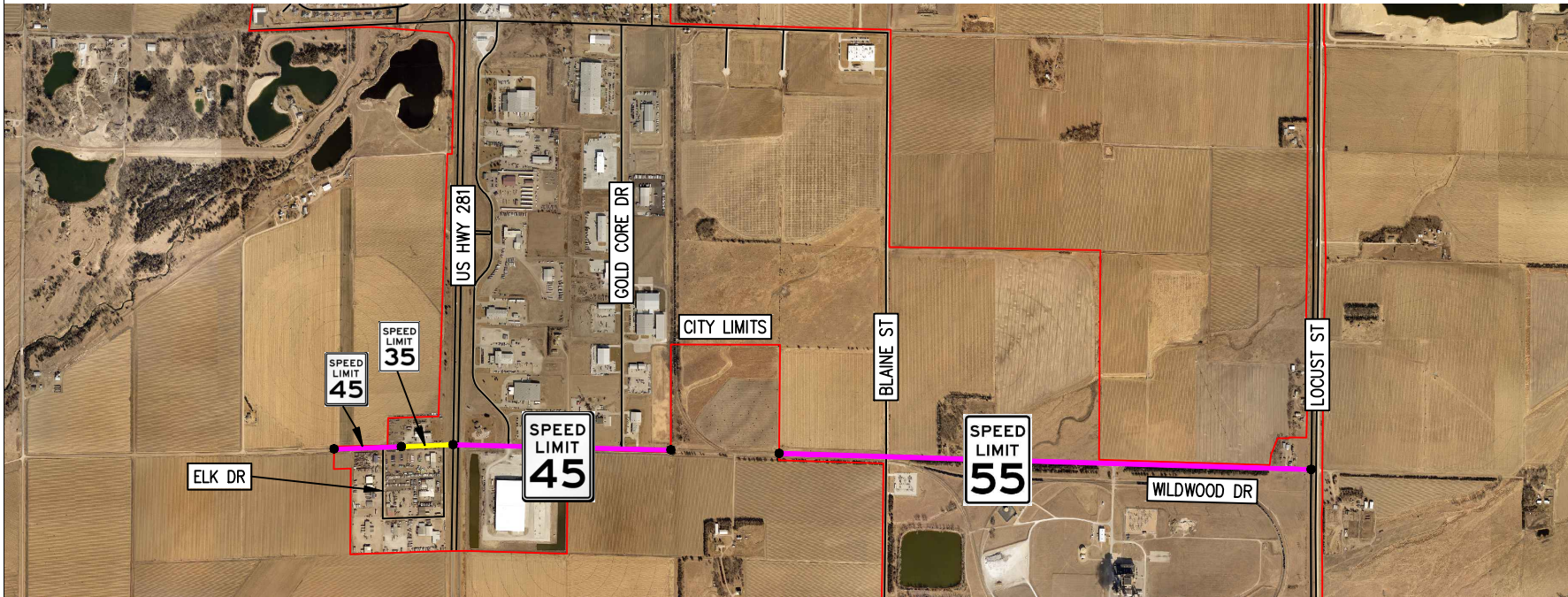
Sample Motion

Move to approve the resolution updating speed limit changes.

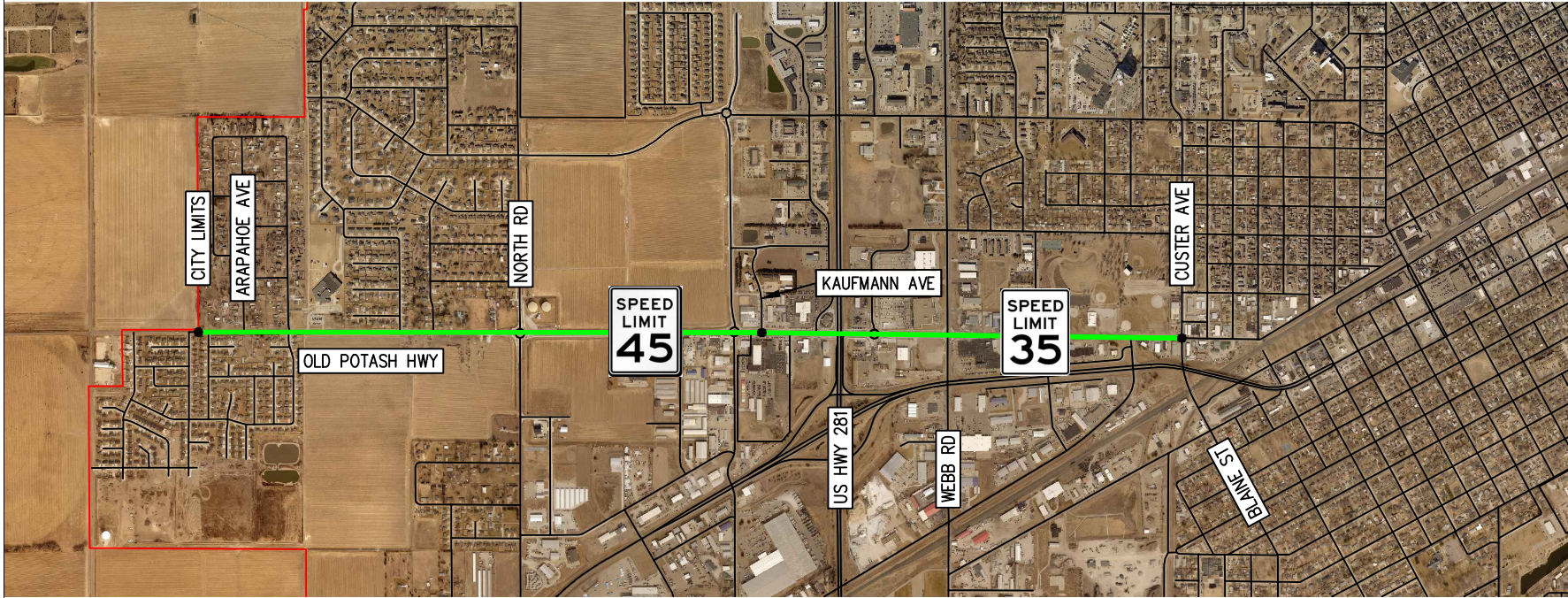
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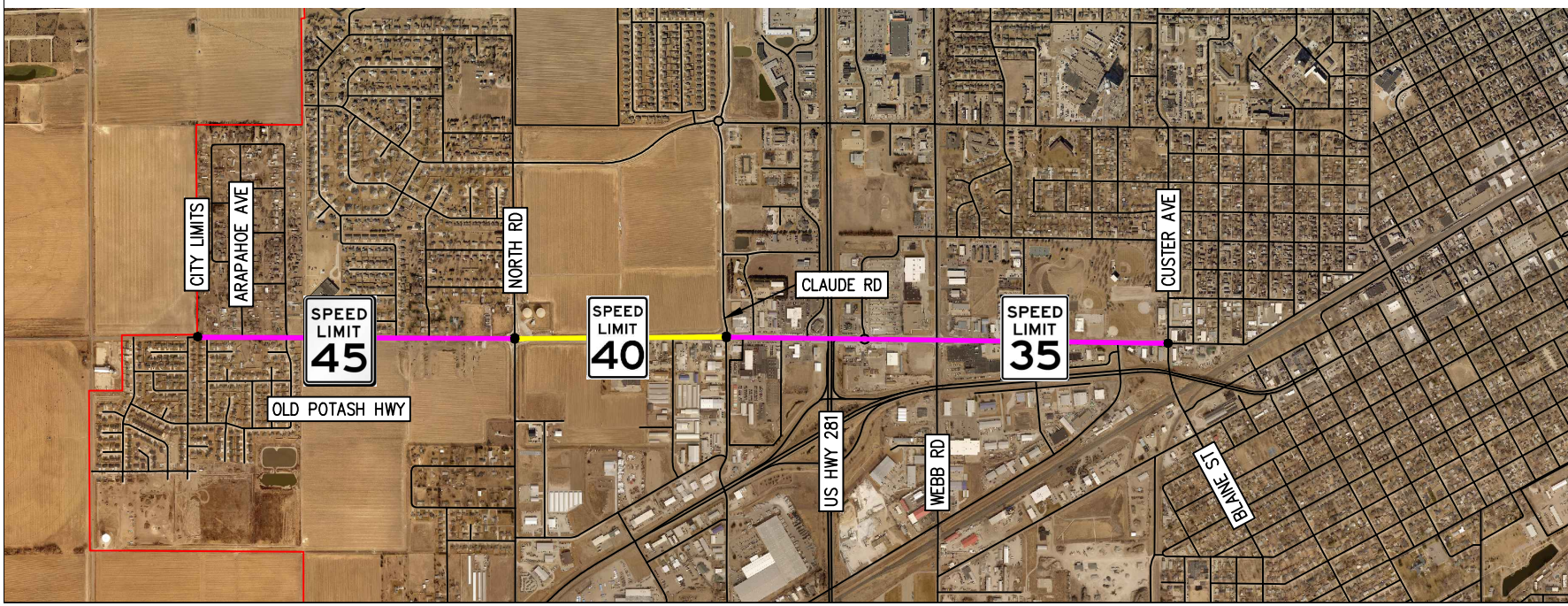
PROPOSED



EXISTING



PROPOSED



R E S O L U T I O N 2022-332

WHEREAS, the City Council, by authority of Section 22-51 of the Grand Island City Code, may by resolution, establish speed limits upon the streets of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that speed limits within the City of Grand Island are established as follows:

STREET	FROM	TO	LIMIT
Abbott Road	½ mile west of Sky Park Road (city limit)	Sky Park Road	50
Abbott Road	Quandt Road	Approximately 300 feet east of Quandt Road (city limit)	50
Adams Street	Stolley Park Road	Anna Street	30
Airport Road	Approximately 780 feet west of Webb Road (city limits)	Webb Road (city limits)	50
Airport Road	U.S. Highway 281	Approximately 480 feet east of U.S. Highway 281 (city limits)	50
Airport Road	¼ mile west of Sky Park Road (city limits)	Sky Park Road	55
Airport Road	Shady Bend Road	Approximately 3,300 feet east of Shady Bend Road (east city limits)	50
Anna Street	Blaine Street	Locust Street	30
Bismark Road	Vine Street	Stuhr Road	30
Bismark Road	Stuhr Road	Approximately 3,800 feet east of Stuhr Road (city limits)	45
Blaine Street	Approximately ½ mile south of Wildwood Drive West (city limits)	Schimmer Drive West (city limits)	50
Blaine Street	Wood River Diversion Ditch/Bike Trail (city limits)	U.S. Highway 34	45
Blaine Street	U.S. Highway 34	Stolley Park Road	35
Blaine Street	Stolley Park Road	Old Potash Highway/Old Lincoln Highway	30
Broadwell Avenue	Anna Street	Prospect Avenue	30
Broadwell Avenue	Prospect Avenue	Nebraska Highway 2 (city route)	35
Broadwell Avenue	Nebraska Highway 2 (city route)	U.S. Highway 281 (city limits)	45
Capital Avenue	Engleman Road	North Road	35

Approved as to Form ✕ _____ November 18, 2022 ✕ City Attorney
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STREET	FROM	TO	LIMIT
Capital Avenue	North Road	NE Central Railroad Tracks (approximately 1,740 feet east of St. Paul Road)	40
Capital Avenue	NE Central Railroad Tracks (approximately 1,740 feet east of St Paul Road)	Sky Park Road	45
Capital Avenue	Sky Park Road	½ mile east of Sky Park Road (city limits)	50
Cherry Street	Bismark Road	Sutherland Street	30
Concord Street	Diers Avenue	370 feet north of Diers Avenue	30
Custer Avenue	Old Lincoln Highway/ Old Potash Highway	Capital Avenue	30
Diers Avenue	Old Potash Highway	Capital Avenue	30
Eddy Street	Fourth Street	State Street	30
Engleman Road	Husker Highway (city limits)	Approximately 400 feet north of North Lane (city limits)	45
Engleman Road	½ mile south of Old Potash Highway (city limits)	Approximately 660 feet south of Old Potash Highway (city limits)	45
Engleman Road	Approximately 200 feet south of Lariat Lane (city limits)	Capital Avenue	45
Engleman Road	Capital Avenue	Approximately 1,000 feet north of Michigan Avenue (city limits)	45
Faidley Avenue	North Road	Diers Avenue	40
Faidley Avenue	Diers Avenue	Webb Road	35
Faidley Avenue	Webb Road	Custer Avenue	30
Fonner Park Road	South Locust Street	Stuhr Road	35
Fourth Street	Sycamore Street	Plum Street	25
Fourth Street	Plum Street	Beal Street	30
Fourth Street	Beal Street	Taft Street	35
Fourth Street	Taft Street	Seventh Street	45
Gold Core Road	Wildwood Drive	Schimmer Drive	40
Husker Highway	U.S. Highway 30	Schroeder Avenue	50
Husker Highway	Schroeder Avenue	U.S. Highway 281	40

STREET	FROM	TO	LIMIT
Juergen Road	Wildwood Drive	Schimmer Drive	30
Locust Street- NB	Approximately 1,200 feet north of Interstate 80 (city limits)	Approximately 1,300 feet north of Schimmer Drive	65
Locust Street- SB	Camp Augustine	Approximately 1,200 feet north of Interstate 80 (city limits)	55
Locust Street- SB	Approximately 1,300 feet north of Schimmer Drive	Camp Augustine	65
Locust Street	Approximately 1,300 feet north of Schimmer Drive	U.S. Highway 34	45
Locust Street	U.S. Highway 34	Stagecoach Road	40
Locust Street	Stagecoach Road	Stolley Park Road	35
Locust Street	Stolley Park Road	Charles Street	30
Locust Street	Charles Street	First Street	25
Nebraska Highway 2	½ mile west of Independence Avenue (west city limits)	600 feet west of Diers Avenue	55
Nebraska Highway 2	600 feet west of Diers Avenue	200 feet east of O'Flanagan Street	45
Nebraska Highway 2 – City Route	200 feet east of O'Flanagan Street	Broadwell Avenue	50
North Road	Husker Highway	Stolley Park Road	35
North Road	Old Highway 30	U.S. Highway 30	35
North Road	U.S. Highway 30	Old Potash Highway	45
North Road	Old Potash Highway	Nebraska Highway 2	40
Old Lincoln Highway	Custer Avenue	Broadwell Avenue	30
Old Highway 30	West intersection with U.S. Highway 30	Webb Rod	45
Old Highway 30	Webb Road	East intersection with U.S. Highway 30	35
Old Potash Highway	1,500 feet west of Arapahoe Avenue (west city limits)	North Road	45
Old Potash Highway	North Road	Claude Road	40

STREET	FROM	TO	LIMIT
Old Potash Highway	Claude Road	Custer Avenue	35
Quandt Road	Abbott Road	¼ mile north of Abbott Road	50
Schimmer Drive	½ mile west of U.S. Highway 281 (west city limits)	Blaine Street (east city limits)	40
Second Street	Webb Road	Ada Street	35
Seedling Mile Road	½ mile west of Museum Drive	Shady Bend Road	35
Seedling Mile Road	Shady Bend Road	Approximately ¼ mile east of Shady Bend Road (east city limits)	45
Shady Bend Road	50 feet north of Arabian Circle (city limits)	231 feet south of Gregory Avenue	45
Shady Bend Road	231 feet south of Gregory Avenue (city limits)	Union Pacific Railroad Right-of-Way (city limits)	35
Shady Bend Road	1,910 feet north of Capital Avenue	Airport Road	55
Sky Park Road	Seventh Street	Capital Avenue	45
Sky Park Road	Capital Avenue	Twin Star Lane	55
Sky Park Road	Twin Star Lane	Gulf Stream Drive	45
Sky Park Road	Gulf Stream Drive	White Cloud Road	55
State Street	North Road	Moore's Creek	40
State Street	Moore's Creek	Webb Road	35
Stolley Park Road	920 feet west of Freedom Drive (west city limits)	U.S. Highway 30	50
Stolley Park Road	U.S. Highway 30	U.S. Highway 281	45
Stolley Park Road	U.S. Highway 281	Stuhr Road	35
Stuhr Road	270 feet south of the north intersection with Stolley Park Road (south city limits)	Fonner Park Road	45
Stuhr Road	Fonner Park Road	U.S. Highway 30	35
Sycamore Street	Fourth Street	Capital Avenue	30
Thirteenth Street	910 feet west of Branding Iron Lane (west city limits)	Cedar Ridge Court	40
Thirteenth Street	Cedar Ridge Court	Webb Road	35
U.S. Highway 30	Husker Highway	Johnstown Road	55
U.S. Highway 30	Johnstown Road	East Intersection with Old Highway 30	45
U.S. Highway 30	East Intersection with Old Highway 30	Greenwich Street	35

STREET	FROM	TO	LIMIT
U.S. Highway 30 (eastbound)/ Greenwich Street	Second Street	First Street	30
U.S. Highway 30 (1st Street and 2nd Street)	Greenwich Street	Eddy Street	30
U.S. Highway 30 (1st Street and 2nd Street)	Eddy Street	Sycamore Street	25
U.S. Highway 30 (2 nd Street)	Public Safety Drive	Sycamore Street	35
US Highway 30 (1 st Street)	Sycamore Street	Plum Street	25
US Highway 30 (1 st Street)	Plum Street	Public Safety Drive	35
U.S. Highway 30	Public Safety Drive	2,500 feet west of Shady Bend Road	45
U.S. Highway 30	2,500 feet west of Shady Bend Road	Shady Bend Road (east city limits)	50
U.S. Highway 34 (Husker Highway)	U.S. Highway 281	Wortman Drive (city limits)	45
U.S. Highway 34 (Husker Highway)	Wortman Drive (Begin NDOT jurisdiction)	Blaine Street (End NDOT jurisdiction)	50
U.S. Highway 34 (Husker Highway)	Blaine Street	Approximately ¼ mile west of Locust Street (DeAnn Road)	50
U.S. Highway 34 (Husker Highway)	Approximately ¼ mile west of Locust Street (DeAnn Road)	¼ mile east of Locust Street (east city limits)	45
U.S. Highway 34/281- SB	Rae Road	Husker Highway	55
U.S. Highway 34/281- SB	¼ mile south of Wildwood Drive (south city limits)	Rae Road	60
U.S. Highway 34/281- NB	Approximately 300 feet north of Schimmer Drive	¼ mile south of Wildwood Drive (south city limits)	60
U.S. Highway 34/281- NB	Husker Highway	Approximately 300 feet north of Schimmer Drive	55

STREET	FROM	TO	LIMIT
U.S. Highway 281	Milepost No. 67.6 (Husker Highway)	Milepost No. 68.1 (south intersection with Webb Road)	55
U.S. Highway 281	Milepost No. 68.1 (south intersection with Webb Road)	Milepost No. 68.9 (UPRR and Old Highway 30 Overpass)	50
U.S. Highway 281	Milepost No. 68.9 (UPRR and Old Highway 30 Overpass)	Milepost No. 72 (NE Highway 2)	45
U.S. Highway 281	Approximately 875 feet west of north Webb Road intersection (city limits)	North Webb Road intersection (city limits)	55
U.S. Highway 281	Approximately 2,440 feet west of Broadwell Avenue (city limits)	Broadwell Avenue (city limits)	55
Walnut Street	Charles Street	First Street	30
Webb Road	South Intersection with U.S. Highway 281	Nebraska Highway 2 (city route)	35
Webb Road	Nebraska Highway 2 – city route	1,410 feet north of Nebraska Highway 2 – city route (city limits)	40
Webb Road	900 feet south of the north intersection with U.S. Highway 281 (city limits)	210 feet north of the north intersection with U.S. Highway 281 (city limits)	40
White Cloud Road	Sky Park Road	2,060 feet east of Sky Park Road (city limits)	50
Wildwood Drive	610 feet west of Elk Drive (west city limits)	230 feet east of Elk Drive	45
Wildwood Drive	230 feet east of Elk Drive	US Highway 34/281	35
Wildwood Drive	US Highway 34/281	610 feet east of Gold Core Drive (city limits)	45
Wildwood Drive	¼ mile west of Blaine Street (city limits)	Locust Street South	55

OTHER SPEED ZONES:

The speed limit for all alleys within the downtown Congested Parking Area as defined in Section 13-17 of the Grand Island City Code shall be 10 miles per hour.

BE IT FURTHER RESOLVED, that this resolution supersedes any and all other resolutions establishing or amending speed limits for the City of Grand Island.

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-12

**#2022-333 - Approving PGS Coal Combustion Residual (CCR)
Groundwater Services Task 20 with HDR**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: November 22, 2022

Subject: PGS - Coal Combustion Residual (CCR) Groundwater Services – Task 20

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

Background

On April 17, 2015, the U.S. Environmental Protection Agency (EPA) published the final rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA). The rule became effective on October 19, 2015. In general, CCR compliance activities include publication of public information on the web, signage, groundwater sampling, and impoundment structural and safety assessment is required for the Platte Generating Station.

Platte Generating Station personnel reviewed the regulations and determined consulting services were needed to meet the CCR Rule compliance schedule. HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska.

Discussion

On September 27th, 2016, Council Approved HDR Engineering to complete Tasks 1-4 to include ground water sampling, review of the Ash land fill closure plan, Post-closure plan, and Run on/run off control system plan for a cost not to exceed \$86,290.

On September 24, 2019, Council approved HDR Engineering to complete Tasks 5-9 to include groundwater sampling, fugitive dust control, alternative source demonstration (ASD) investigation, statistical analysis reporting, and preparation of a conceptual site model of the hydrologic and hydro-geochemical setting of the PGS Ash Landfill including evaluation of the results of the model for a cost not to exceed \$189,960.00.

On October 8, 2019, Council approved HDR Engineering to complete Task 10 to include preparation for the Title 132 Permit Renewal Application and amend the CCR Run-On and Run-Off Control System Plan for a cost not to exceed \$39,970.00. On March 10,

2020, Council approved HDR Engineering to amend Task 10 to address and respond to NDEE regarding the Title 132 Permit Renewal Application revisions and amend the CCR Run-On and Run-Off Control system for an additional cost not to exceed \$14,860.00.

On October 8, 2019, Council approved HDR Engineering to complete Task 11 for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting for a cost not to exceed \$12,990.00.

On November 26, 2019, Council approved HDR Engineering to complete Task 12 to meet the next phase of the CCR Rule for finalizing the Assessment of Corrective Measures (ACM) and update the CCR Groundwater Certifications including the upgradient well MW-10, Task 12 for a cost not to exceed \$16,600.00.

On March 10, 2020, Council approved HDR Engineering to complete Task 13 for the CCR Groundwater Monitoring and Reporting, including semi-annual Groundwater Sampling for the First and Second half of 2020, and the 2020 Spring and Fall Groundwater Reports for a cost not to exceed \$47,100.00.

On June 23, 2020, Council approved HDR Engineering to complete Task 14 for the Site Investigation services for the detection of contaminants at an increased level for a cost not to exceed \$25,900.00.

On August 11, 2020, Council approved HDR Engineering to complete Task 15 for the CCR Groundwater Services-NDEE Meeting and Corrective Action for the NDEE Meeting and Corrective Action and Monitoring Plan following the ACM report for a cost not to exceed \$35,600.00.

On September 22, 2020, Council approved HDR Engineering to complete Task 16 for the CCR 2020 Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed \$13,310.00.

On March 9, 2021, Council approved HDR Engineering to complete Task 17 for the CCR 2021 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2021, and the 2021 Spring and Fall Groundwater reports for a cost not to exceed \$39,900.00.

On December 28, 2021, Council approved HDR Engineering to complete Task 18 for the CCR Annual Landfill Inspection, Fugitive Dust Control report and the annual CCR generation and utilization report for a cost not to exceed \$13,580.00.

On April 26, 2022, Council approved HDR Engineering to complete Task 19 for the CCR 2022 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2022, and the 2022 Spring and Fall Groundwater Reports for a cost not to exceed \$40,000.00.

Task 20 is being presented for the CCR Annual Landfill Inspection, Fugitive Dust Annual Control Report, and CCR Generation and Utilization Annual Report. Task 20 is being presented for a cost not to exceed \$13,890.00.

To ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with these tasks. HDR is providing state-wide consistency across the state of Nebraska with the NDEE.

In accordance with City procurement code, plant staff recommends that the Council authorize HDR Engineering continue their services as the Consulting Engineer for the Platte Generating Station CCR requirements.

Alternatives

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

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

Recommendation

City Administration recommends that the Council authorize HDR Engineering, Inc of Omaha, Nebraska, for providing Engineering services to meet the Coal Combustion Residuals program CCR Groundwater Services – Task 20 for a fee not to exceed \$13,890.00.

Sample Motion

Move to approve the resolution with HDR Engineering, Inc, of Omaha, Nebraska for Engineering Services for the Platte Generating Station CCR Groundwater Services –Task 20 for a fee not to exceed \$13,890.00.

TASK ORDER 20

This Task Order pertains to an Agreement by and between the City of Grand Island, NE (City), (“OWNER”), and HDR Engineering, Inc. (HDR), (“ENGINEER”), as attached Master Services, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: **20**

PROJECT NAME: **CCR 2022 Annual Inspection & Reports**

PART 1.0 PROJECT DESCRIPTION:

The intent of this Scope of Services is to conduct the annual inspection/report and annual coal combustion residuals (CCR) fugitive dust control report required by the Federal Disposal of Coal Combustion Residuals from Electric Utilities final rule (Federal CCR Rule) for the Platte Generating Station (PGS) Ash Landfill (CCR unit) at the Platte Generating Station in Grand Island, Nebraska. These services also include preparing the annual CCR generation and utilization report required by the Nebraska Department of Environment and Energy (NDEE) permit conditions for the PGS Ash Landfill.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Services to be performed by HDR will include the following activities:

Task 20-100 – CCR Landfill Annual Inspection

1. HDR will conduct the annual inspection for the CCR unit. As required by the Federal CCR rule §257.84., annual inspections are to be conducted to ensure that the design, construction, operation, and maintenance of the CCR unit are consistent with recognized and generally accepted good engineering standards. The annual inspection will be conducted by a qualified professional engineer. Annual inspection will include:
 - Review of available information regarding status and condition of the CCR unit, including weekly inspections, previous annual inspection, PGS work orders, and files available in operating record.
 - Visual inspection to identify signs of distress or malfunction of unit and appurtenant structures.
2. HDR will prepare an annual inspection report for the CCR unit to identify and discuss findings of the inspection as well as discuss potential remedies for addressing any deficiencies discovered during the inspection. The inspection report will include observations of the following:
 - Any changes in geometry of the structure since the previous annual inspection.
 - Approximate volume of CCR contained in the unit at the time of the inspection.
 - Any appearances of actual or potential structural weakness of the CCR unit, in addition to any existing conditions that are disrupting or have the potential to disrupt the operation and safety of the CCR unit.
 - Any other visible change(s) which may have affected the stability or operation of the CCR unit since the previous annual inspection.
3. HDR will send a draft report (electronically) to the City for review and comment. City shall provide comments within ten calendar days. HDR will address comments and provide a final annual inspection report electronically.
4. HDR will provide the City a draft notification letter to NDEE on the availability of the annual inspection report as required by the Federal CCR rule §257.106. The City will put the notification letter on City letterhead, sign and submit to NDEE.

Task Deliverables:

- Draft Annual Inspection Report
- Final Annual Inspection Report

- Draft notification letter for City use

Planned Meetings:

One (1) day site visit for annual inspection.

Key Understandings:

1. One site visit to Platte Generating Station will be conducted by one HDR professional for annual inspection. Site visit is anticipated to occur in November/December 2022 (i.e. should occur when minimal to no snow at the PGS Ash Landfill and date prior to the required deadline for this subsequent annual inspection report).
2. Discussion of potential remedies in the annual inspection report does not include evaluations, analysis or designs of features.
3. Annual Inspection Report and certification will be provided in PDF format. Draft notification letter will be provided in Microsoft Word.
4. The City will post the annual inspection report on their public CCR website and send notification letter to NDEE within 30 days of placement in the facility operating record.

Task Schedule:

Notice to Proceed	November 2022
Annual inspection site visit	before December 17, 2022
Draft Annual Inspection Report	by January 4, 2023
Final Annual Inspection Report	January 14, 2023
PE certification & draft notification letter	January 14, 2023
City place in facility operating record	no later than January 15, 2023
City post to CCR website/NDEE notification	within 30 days of placement in facility operating record

Task 20-200 – Annual CCR Fugitive Dust Control Report

1. HDR will review the amended CCR Fugitive Dust Control Plan (dated December 2019) and previous annual CCR fugitive dust control report. HDR will request and review documentation provided by the City on fugitive dust control measures taken at the Platte Generating Station since the last annual report (i.e., December 17, 2021). We will also review the weekly inspection reports and PGS work orders for CCR fugitive dust and resulting actions. Documentation and input will be obtained from the City on the following for CCR rule compliance:
 - Description of the actions taken by the City to control CCR fugitive dust
 - Record of all citizen complaints
 - Summary of any corrective measures taken

HDR will review the documentation provided, discuss the control measures and corrective actions with the City to confirm the activities (via conference call), and incorporate the summary of information into the draft annual CCR Fugitive Dust Control Report. The draft annual report will be submitted to the City for review and comments.

2. HDR will incorporate City comments and finalize the Annual CCR Fugitive Dust Control Report for the PGS Ash Landfill.
3. HDR will draft the notification letter to NDEE on the availability of the annual CCR fugitive dust control report as required by CCR rule §257.106. The City will put on City letterhead, sign and submit to NDEE.

Task Deliverables:

- Draft CCR Fugitive Dust Control Report
- Final CCR Fugitive Dust Control Report
- Draft notification letter for City use

Planned Meetings: None. Communications will occur via emails and telephone calls.

Key Understandings:

1. HDR will utilize report format developed previously as starting basis for new annual report.
2. Final report will be provided in PDF format. Draft notification letter will be provided in Microsoft Word.
3. The City will post the fugitive dust control report on their public CCR website and notify NDEE within 30 days of placement in the facility operating record.

Task Schedule:

Notice to Proceed	November 2022
Data Received from City	November 30, 2022
Draft Annual CCR Dust Control Report	December 9, 2022
Final Annual CCR Dust Control Report	December 16, 2022
City place in facility operating record	no later than December 17, 2022 (i.e., within 12 months from date of last report)
Draft notification letter	by December 23, 2022
City post to CCR website/NDEE notification	within 30 days of placement in facility operating record

Task 20-300 – Annual CCR Generation & Utilization Report

1. Pursuant to the NDEE Title 132 permit and special permit conditions, the NDEE requires the City to submit an annual report by January 15th of each year that summarizes the generation and utilization of fly ash, bottom ash, and scrubber ash for the previous 12 months. The report will also include the volume of bottom ash and scrubber ash that is currently in storage piles in the PGS Ash landfill.
2. HDR will review the 2022 CCR generation and utilization from the PGS provided by the City. We will evaluate the data along with the survey quantities, summarize the data in table format, and prepare a technical memorandum describing the CCR quantities and trends. Volume information on CCR storage piles within the PGS Ash Landfill will be obtained from the CCR Annual Inspection Report (see Task 20-100). The draft memorandum will be submitted to the City for review and comments.
3. HDR will incorporate City comments and finalize the Annual CCR Generation & Utilization Report for the PGS Ash Landfill. HDR will submit the report to NDEE on behalf of the City.

Task Deliverables:

- Draft memorandum with CCR Generation & Utilization Report
- Final memorandum with CCR Generation & Utilization Report

Planned Meetings: None. Communications will occur via emails and telephone calls.

Key Understandings:

1. HDR will develop summary table and memorandum report format, utilizing the previous report prepared in January 2022 as starting basis.
2. CCR data provided by the City will be used for the table, supplemented with the December 2022 CCR quantities. City will provide the December 2022 data to HDR by January 4, 2023.
3. Final report will be provided in PDF format.

Task Schedule:

Notice to Proceed	November 2022
All 2022 CCR Data received from City	January 4, 2023
Draft memorandum	January 9, 2023
Final memorandum	January 13, 2023
Submit to NDEE	by January 15, 2023

PART 3.0 OWNER’S RESPONSIBILITIES:

1. City will provide copies of all weekly inspections performed, maintenance and corrective actions that have occurred for the PGS Ash Landfill from December 2021 through December 2022. City will identify and make available files in the operating record of PGS work orders, ash trucked out, and other data on the status and condition of the PGS Ash Landfill.
2. City will provide most recent survey and CCR quantities disposed in the existing PGS Ash Landfill since the last survey. Survey files from most recent survey should be provided in AutoCAD format and/or xml file. City will also provide recorded quantities of CCR disposed and removed for beneficial use through the date of the inspection.
3. City will provide monthly CCR generation and utilization quantities for fly ash, bottom ash and scrubber ash from January 1, 2022 through December 31, 2022.
4. City will provide access to the site and all structures and features related to the PGS Ash Landfill. City personnel may accompany HDR during the annual site inspection.
5. City will place the annual inspection report into the facilities’ operating record by January 15, 2023. Within 30 days of such placement, City will post the report on the CCR website, and comply with submitting the notification requirements to the NDEE.
6. Any deficiencies or release identified during the annual inspection will be remedied by City as soon as possible. City will need to prepare the documentation detailing the corrective measures taken.
7. City will provide copies of the following information from December 2021 to December 2022:
 - Work orders or other record of the actions taken by the City to control CCR fugitive dust. This should include any periodic assessments performed by the City to assess the effectiveness of the control plan.
 - Record of all citizen complaints (available from the City’s procedures to log citizen complaints).
 - PGS Work orders or other record of any corrective measures taken to control CCR fugitive dust.
 - Identification of meetings (dates, agenda and/or minutes) where CCR fugitive dust control discussed.
8. City will place the Annual CCR Fugitive Dust Control Report in the facility operating record by December 17, 2022. Within 30 days of the placement, City will post the report on their CCR web site and submit notification to NDEE.

PART 4.0 PERIODS OF SERVICE:

Services associated with this project will commence upon Notice to Proceed from the City of Grand Island. The schedule for each task is outlined within the tasks above.

PART 5.0 PAYMENTS TO ENGINEER:

Compensation for these Services shall be on a per diem basis with an agreed maximum amount of Thirteen Thousand Eight Hundred Ninety dollars (\$13,890.00) without additional City authorization. The following table contains a breakdown of the estimated fee by task for this project.

Task Description		Estimated Total Fee
Task 20-100	CCR Landfill Annual Inspection	\$8,770
Task 20-200	Annual CCR Fugitive Dust Control Report	\$2,800
Task 20-300	Annual CCR Generation & Utilization Report	\$2,320
TOTALS		\$13,890

Per Diem shall mean an hourly rate equal to Direct Labor Cost times a multiplier of 3.18 to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, meals, equipment rental and field supplies, subconsultants, subcontractors, telephone, telex, shipping and express, and other incurred expenses.

HDR will add ten percent (10%) to invoices received by HDR from subconsultants and subcontractors to cover supervision, administrative, and insurance expenses. No subcontractor is anticipated on these tasks.

This Task Order is executed this _____ day of _____, 2022.

CITY OF GRAND ISLAND, NE

HDR ENGINEERING, INC.

“OWNER”

“ENGINEER”

BY: _____

BY:  _____

NAME: _____

NAME: Matthew B. Tondl

TITLE: _____

TITLE: Senior Vice President

ADDRESS: _____

ADDRESS: 1917 S. 67th Street
Omaha, NE 68106

RESOLUTION 2022-333

WHEREAS, the U.S. Environmental Protection Agency's Rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA) became effective on October 19, 2015; and

WHEREAS, personal at the Platte Generating Station reviewed the regulations and determined consulting services were needed to meet the CCR Rule Compliance schedule, and HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska; and

WHEREAS, on September 27, 2016, Council approved HDR Engineering to complete task 1-4 to include ground water sampling, review of the Ash Landfill Closure Plan, Post-closure Plan, and Run-on/run-off Control System Plan at a cost not to exceed \$86,290.00; and

WHEREAS, on September 24, 2019, Council approved HDR Engineering to complete Tasks #5-9 to allow compliance with the CCR Rule at an amount not to exceed \$189,960.00; and

WHEREAS, on October 8, 2019, Council approved HDR Engineering to complete Task 10 to include preparation for the Title 132 Permit Renewal Application and amend the CCR Run-On and Run-Off Control System Plant at a cost not to exceed \$39,970.00; and Task 11 for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting at a cost not to exceed \$12,990.00; and

WHEREAS, on November 26, 2019, Council approved HDR Engineering to completed Task 12, upgradient Well MW-11, at a cost not to exceed \$16,660.00; and

WHEREAS, to ensure continued preparation and to address and respond to NDEE regarding the Title 132 Permit Renewal Application revisions and amend the CCR Run-on and Run-off Control System, Task 10-300, it is recommended that HDR Engineering continue with these tasks. Task 10-300 is being presented at a cost not to exceed \$14,860.00; and

WHEREAS, on March 10, 2020, Council approved Task 13 for the CCR Groundwater Monitoring and Reporting which included semi-annual Groundwater Sampling for the first and second half of 2020, and the 2020 Spring and Fall Groundwater Reports at a cost not to exceed \$47,100.00; and

WHEREAS, on June 23, 2020, Council approved HDR Engineering to complete Task 14 for the Site Investigation Services for the detection of contaminants at an increased level at a cost not to exceed \$25,900.00; and

WHEREAS, on August 11, 2020, Council approved Task 15 for the CCR Groundwater Services – NDEE Meeting and Corrective Action and Monitoring Plan following the ACM report at a cost not to exceed \$35,600.00; and

Approved as to Form	▣ _____
November 18, 2022	▣ City Attorney

WHEREAS, on September 22, 2020, Council approved Task 16 for the CCR Groundwater Services for the CCR Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed \$13,310.00; and

WHEREAS, on March 9, 2020, Council approved Task 17 for the CCR 2021 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2021, and the 2021 Spring and Fall Groundwater Reports at a cost not to exceed \$39,900.00; and

WHEREAS, on December 28, 2021, Council approved HDR Engineering to complete Task 18 for the CCR Annual Landfill Inspection, Fugitive Dust Control report and the annual CCR generation and utilization report for a cost not to exceed \$13,580.00; and

WHEREAS, on April 26, 2022, Council approved HDR Engineering to complete Task 19 for the CCR 2022 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2022, and the 2022 Spring and Fall Groundwater Reports for a cost not to exceed \$40,000.00; and

WHEREAS, Task 20 is being presented for the CCR Annual Landfill Inspection, Fugitive Dust Annual Control Report, and CCR Generation and Utilization Annual Report for a cost not to exceed \$13,890.00; and

WHEREAS, to ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with Task 20 for the CCR Annual Landfill Inspection, Fugitive Dust Annual Control Report, and CCR Generation and Utilization Annual Report for a cost not to exceed \$13,890.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR Engineering is authorized to continue with Task 20 associated with the CCR Rule and NDEE Title 132 in an amount not to exceed \$13,890.00.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-13

#2022-334 - Approving Acquisition of Utility Easement - 2550 S. Engleman Rd (Gary and Dee Rowe)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2022-334

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

WHEREAS, a public hearing was held on November 22, 2022, for the purpose of discussing the proposed acquisition of a permanent and perpetual easement and right-of-way tract located through a part of the Northeast Quarter of the Northeast Quarter (NE1/4, NE1/4), of Section Twenty-Seven (27), Township Eleven (11) North, Range Ten (10) West of the 6th PM, Hall County, Nebraska; the thirty (30.0) foot wide utility easement and right-of-way tract being more particularly described as follows:

Beginning at the Northwest corner of Rowe Second Subdivision, Hall County, Nebraska; thence northerly, along the westerly line of a tract of land described in Inst. #92107608, recorded in the Hall County, Nebraska Register of Deeds Office, a distance of nine hundred fifty-five (955.0) feet; thence easterly and parallel with the northerly line of said Rowe Second Subdivision, a distance of thirty (30.0) feet; thence southerly and parallel with the westerly line of said tract of land described in Inst. #92107608, a distance of nine hundred fifty-five (955.0) feet to a point on the northerly line of said Rowe Second Subdivision; thence westerly along the northerly line of said Rowe Second Subdivision, a distance of thirty (30.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of .46 acres, more or less, as shown on the plat dated 8/24/2022, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Gary and Dee Rowe, on and over the tract of land described herein and as depicted on Exhibit A hereto.

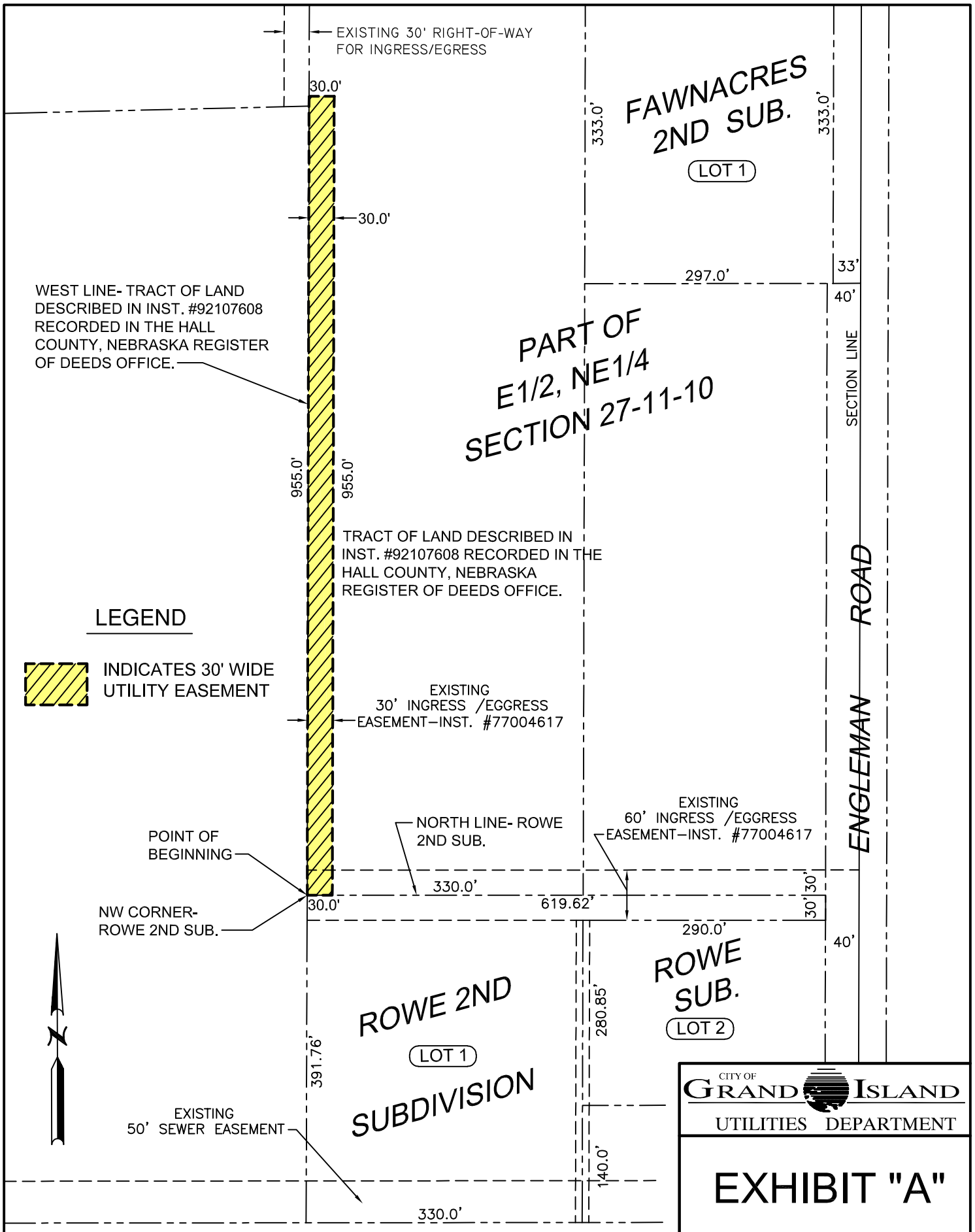
Adopted by the City Council of the City of Grand Island, Nebraska, November 22, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2022	☐ City Attorney



WEST LINE- TRACT OF LAND DESCRIBED IN INST. #92107608 RECORDED IN THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE.

LEGEND



INDICATES 30' WIDE UTILITY EASEMENT

TRACT OF LAND DESCRIBED IN INST. #92107608 RECORDED IN THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE.

EXISTING 30' INGRESS /EGGRESS EASEMENT-INST. #77004617

EXISTING 60' INGRESS /EGGRESS EASEMENT-INST. #77004617

POINT OF BEGINNING
NW CORNER- ROWE 2ND SUB.

NORTH LINE- ROWE 2ND SUB.

EXISTING 50' SEWER EASEMENT

ROWE 2ND SUBDIVISION
(LOT 1)

ROWE SUB.
(LOT 2)

FAWNACRES 2ND SUB.
(LOT 1)

ENGLEMAN ROAD

SECTION LINE

CITY OF GRAND ISLAND UTILITIES DEPARTMENT

EXHIBIT "A"



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-14

#2022-335 - Approving Grand Island Television (GITV) Upgrade and Designation of Sole Source Provider

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Jeremy Watson, Audio/Video Technician

Meeting: November 22, 2022

Subject: Approving Grand Island Television (GITV) Upgrade and Designation of Sole Source Provider

Presenter(s): Pat Brown, Finance Director

Background

Grand Island Television, along with the Finance Department, presented needed upgrades to the current media system on September 20, 2022, which include digital signage display implementation, audio system replacement, and video/lighting additions.

GITV's last upgrade occurred in 2016.

Discussion

Custom programming, system implementation, certifications, on-going system health histories along with annual maintenance deployments have been handled by AVI Systems for the last 16 years. As GITV continues to progress and build on the current system, so too does the level(s) of customization needed to meet the City's needs. Due to the above circumstances (custom programming, familiarization with the city's custom implementation of hardware and software), AVI is the only provider of the equipment and services needed.

Per our Cable TV Franchise agreement, the City is required to spend these funds on capital improvements for GITV. The last upgrade was in 2016 and revenues have averaged \$30,000 a year since then. GITV is seeking approval to move forward with the aforementioned upgrades through AVI Systems in the amount of \$83,000.00.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the upgrades purchase from AVI Systems of Omaha, Nebraska in the total amount of \$83,000.00 as well as deeming them sole source provider for such work with Grand Island Television.

Sample Motion

Move to approve the resolution.

RESOLUTION 2022-335

WHEREAS, the current GITV media system is upgrading its custom hardware and software broadcast system; and

WHEREAS, AVI Systems is the sole provider of said services; and

WHEREAS, digital signage display implementation, audio system replacement and video/lighting additions will be made; and

WHEREAS, custom programming, system implementation, certifications, on-going system health histories along with annual maintenance deployments have been handled by AVI Systems for the last 16 years; and

WHEREAS, the last upgrade was in 2016 and cable franchise fee revenues have averaged \$30,000 a year since then; and

WHEREAS, per our Cable TV Franchise agreement, the City is required to spend these funds on capital improvements for GITV; and

WHEREAS, GITV is seeking approval to purchase system upgrade hardware and software implementations in the total amount of \$83,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of the above noted hardware and software, in the total amount of \$83,000.00 from AVI Systems of Omaha, Nebraska is hereby approved.

BE IT FURTHER RESOLVED, that AVI Systems is hereby designated as the sole source provider for hardware and software purchases and implementations for Grand Island Television.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2022	☐ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-15

#2022-336 - Approving Preliminary, Final Plat and Subdivision Agreement for Conestoga Mall Ninth Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 22, 2022

Subject: Conestoga Mall Ninth Subdivision –Preliminary and Final Plat

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

Background

This property is located at 3404 W. 13th Street between Webb Road and U.S. Highway 281 north of 13th Street in the City of Grand Island. Preliminary Plat 14 Lots, 2 Outlots, 50.433 acres, Final Plat 13 lots, 1 Outlots, 50.433 acres) This property is under consideration for rezoning to CD Commercial Development Zone and RD Residential Development Zone.

Discussion

The preliminary and final plat for Conestoga Mall Ninth Subdivision was considered at the Regional Planning Commission at the November 14, 2022 meeting on the consent agenda.

A motion was made by Hendricksen and second by Rainforth to approve all items on the consent agenda.

The motion was carried with eleven members voting in favor (Nelson, Allan, Ruge, Olson, Robb, Monter, Rainforth, Rubio, Hendricksen, Doane and Randone) and no members voting and one member abstaining (O'Neill).

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the preliminary and final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Woodsonia Hwy. 281 LLC.
20010 Manderson Street Ste. 101
Elkhorn NE 68022

To create

Size: Final Plat 13 lots, 50.433 Acres

Zoning: CD Commercial Development and RD Residential Development

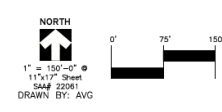
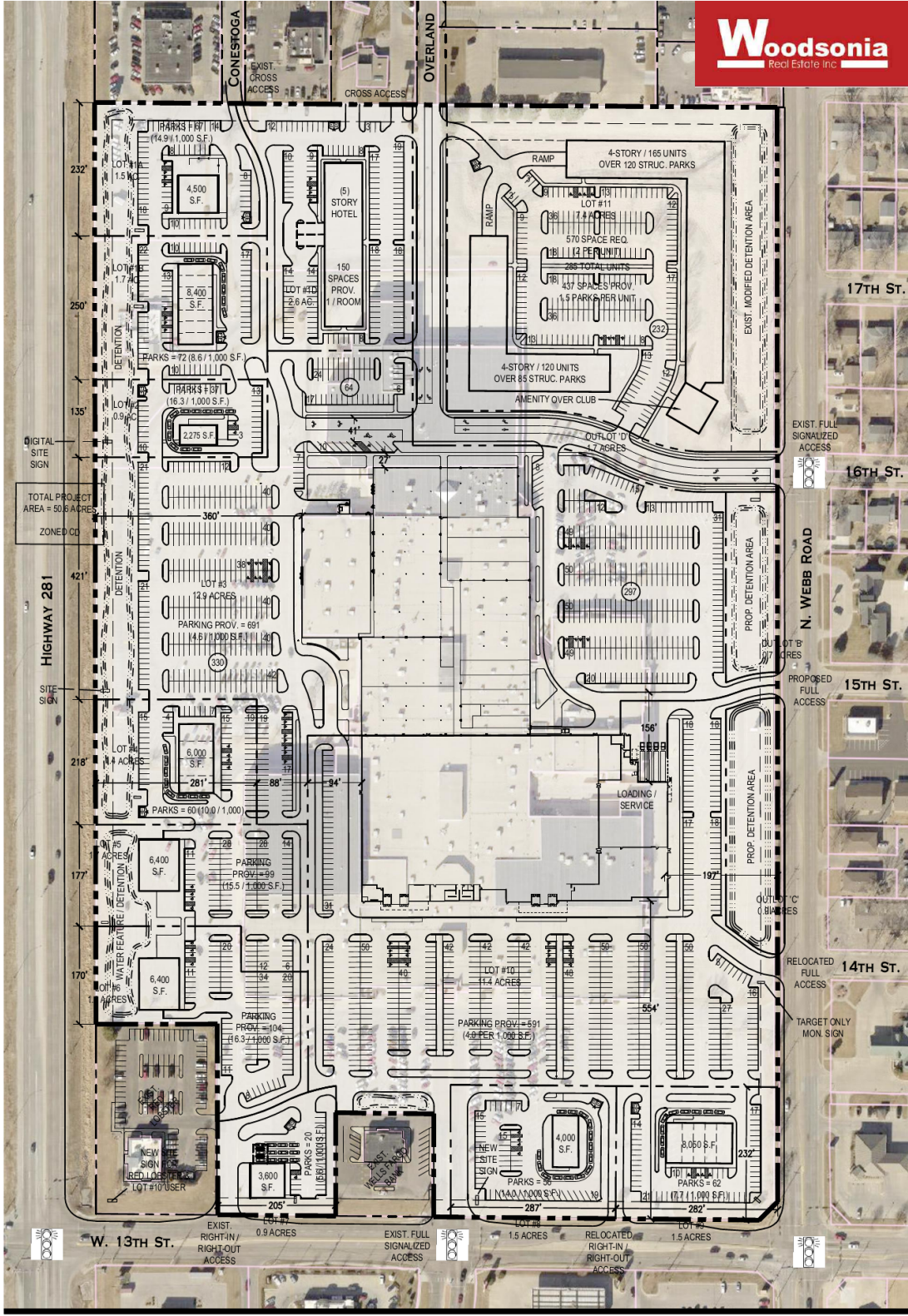
Road Access: Webb Road and 13th Street are commercial concrete curb and gutter street.
16th Street and Overland Drive will be built as city streets in Outlot A. They could be dedicated in the future if a public street connection to State Street can be arranged with the property owners to the north.
Private access easements will be permitted for lots fronting onto U.S. Highway 281 and are shown on the development plan.

Water: City water is available to the subdivision all existing private lines will be replaced with public infrastructure to serve all lots.

Sewer: City Sewer is available to the subdivision all existing private lines will be replaced with public infrastructure to serve all lots.

Drainage: The developer will be responsible for providing drainage and storage capacity to match the capacity that currently exists. The developer and/or future property owners will be responsible for maintenance of the detention cells on the property.

RD Zone: Development of the apartments planned on lot 13 shall be restricted until such time as the developer has a development plan for that lot approved by the Grand Island City Council.



This drawing has been prepared by the Architect, or under the Architect's direct supervision. This drawing is intended to be conceptual in nature only. Property boundaries, setbacks, easements, topography shown herein are based on the information available to the architect at the time of design. This document is not intended to constitute a contract and does not necessarily reflect all governing authority requirements, including green space calculations, bulk regulations, landscaping, storm water management, city reports, site plan grading, and other factors that may require final site design. This drawing shall not be used for construction or legal liability determination. © Conestoga 2022 by Simonson & Associates Architects, L.L.C.

Conestoga Marketplace
Site Concept #28
Grand Island, Nebraska
November 10, 2022

SIMONSON
PLANNING • ARCHITECTURE • INTERIORS
Simonson + Associates Architects LLC
1127 International Ave., Suite 113, Des Moines, Iowa 50309
Ph: 515-440-5626
www.simonsonassoc.com

CONESTOGA MALL NINTH SUBDIVISION

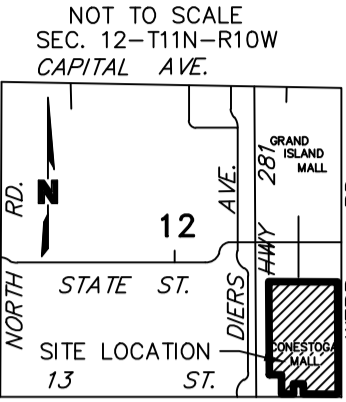
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

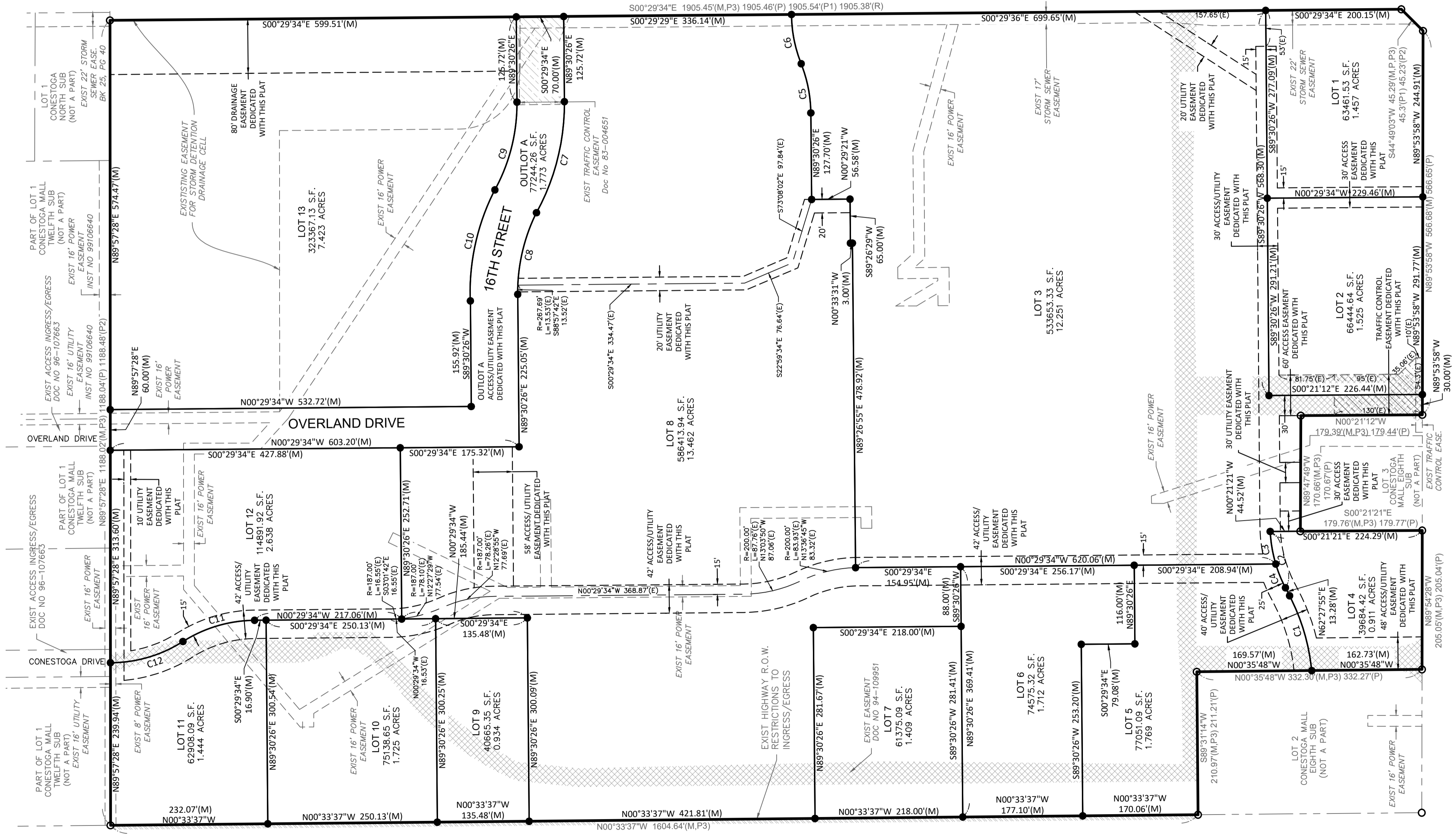
LEGEND

- FOUND CORNER (AS NOTED)
- SET CORNER (SURVEY SPIKE w/WASHER OR AS NOTED)
- PROPOSED PROPERTY LINE
- SUBDIVISION BOUNDARY LINE
- PROPERTY LINE
- - - EASEMENT LINE
- M MEASURED DISTANCE
- P PLATTED DISTANCE CONESTOGA MALL 8TH SUB
- P1 PLATTED DISTANCE CONESTOGA MALL 2ND SUB
- P2 PLATTED DISTANCE CONESTOGA MALL 7TH SUB
- P3 PLATTED DISTANCE CONESTOGA MALL 8TH SUB
- E EASEMENT DISTANCE
- ▨ TRAFFIC CONTROL EASE
- ▩ INGRESS/EGRESS EASE Doc No 94-109951
- ▧ CONTROLLED ACCESS

LOCATION MAP



WEBB ROAD



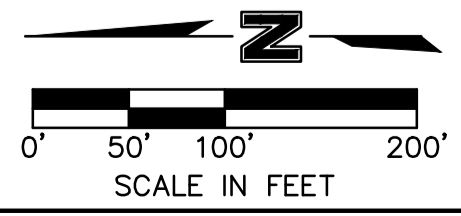
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 DATE: Nov 16, 2022 9:32am XREFS: V_XTOPO_LDP_A2203182 C_PBDY_02203182 V_XRWAY_LDP_A2203182



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

PROJECT NO. 2022-03182 A
CONESTOGA SURVEY
FB

SHEET 1 OF 2



Return to:
City Clerk
City of Grand Island, Nebraska
100 East First Street
Grand Island, Nebraska 68801

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

CONESTOGA MALL NINTH SUBDIVISION

(Lots 1 through 13, inclusive and Outlot A)

In the City of Grand Island, Nebraska

As of the Effective Date (defined below) the undersigned, WOODSONIA HWY 281, LLC, a Nebraska limited liability company, and its successors, assigns, heirs, devisees, and/or legatees, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, hereinafter called the City, more particularly described as follows (“Property”):

A REPLAT OF ALL OF LOTS 1, 4 AND 5, CONESTOGA MALL EIGHTH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 2,196,875.88 SQUARE FEET OR 50.433 ACRES MORE OR LESS;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City, and hereby submits to the City Council of the City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as

CONESTOGA MALL NINTH SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said CONESTOGA MALL NINTH SUBDIVISION, the Subdivider hereby consents and enters into this agreement with the City (the "Subdivision Agreement"), that it will comply with the following requirements and install or provide the following improvements:

1. **Ownership and Effective Date.** As of the dates written below and above the signature blocks of the Subdivider and the City, the owners of the Property are Conestoga Realty LLC and Conestoga Nassim LLC (collectively "Current Owner"). The Subdivider has entered into a written purchase agreement with the Current Owner to acquire the Property. This Subdivision Agreement shall be contingent upon the Subdivider acquiring and closing on the Property with the Current Owner and the "Effective Date" of this Subdivision Agreement shall be such date that the Subdivider becomes the new owner of the Property. The undersigned Subdivider represents and warrants that as of the Effective Date it shall be the owner in fee simple of the Property proposed to be known as CONESTOGA MALL NINTH SUBDIVISION. On or immediately after the Effective Date, this Subdivision Agreement, the plat of CONESTOGA MALL NINTH SUBDIVISION, and any other related entitlement documents shall be recorded by Subdivider with the Hall County Register of Deeds Office, and an abstract

of title or title insurance commitment will be submitted by Subdivider for examination, if necessary, upon request of the City of Grand Island.

2. **Paving.** The Subdivider agrees to waive the right to object to the creation of any future paving or repaving district for Webb Road, 13th Street or U.S. Highway 281 where they abut the subdivision, that are duly approved by the City Council.

3. **Outlot A.** Outlot A, shown on the plat as 16th Street and Overland Drive, shall be maintained as a public access easement with maintenance and snow removal provided by the Subdivider or an association created for that purpose. Outlot A may be dedicated to the city with ownership and maintenance of the streets becoming a public responsibility if said private streets conform to the standards of a public street as approved and confirmed by the Director of Public Works and upon such time as Overland Drive may be extended as public street to connect to State Street.

4. **Water.** The Subdivider agrees to abandon and remove the existing private water system. Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots and structures in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

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

6. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. Detention cells on site are to be maintained by the Subdivider or an association created for that purpose and shall not be changed without the consent and approval of the Director of Public Works.

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

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

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

10. **Easements.** Any easements shall run with the land and shall be kept free of obstructions. The Subdivider shall indemnify the City for all costs associated with any removal or repair caused by any obstructions, inclusive of attorney fees and costs for enforcing City's rights under any easement. Each easement will include the Subdivider's duty to maintain the surface of any easement area and keep it clear of any worthless vegetation or nuisance. It is acknowledged by the parties that existing utility easements as noted on the attached Exhibit A, "Easements to be Vacated", will need to be vacated as utilities are replaced. Upon City Council's approval of this Subdivision Agreement, City consents to the vacation of such existing

utility easements and authorizes Subdivider to take all actions necessary to effect the vacation of any existing easements or utilities no longer needed.

11. **Commercial Development Zone.** Lots 1-12 of this Subdivision are within a Commercial Development zone (a planned district as defined in the Grand Island Zoning Ordinance) and subject to a development plan approved with this plat and attached as Exhibit B, "Approved Development Plan." A copy of Exhibit B is also available from the Hall County Planning Department and no development other than that approved in Exhibit B or a subsequent plan as approved in accordance with the then-current Grand Island Zoning Ordinance shall be permitted.

No building or building(s) on lots 1-12 shall be constructed outside of the building envelopes on Exhibit B, provided buildings do not have to encompass all of the building envelope. Required parking may be constructed in the building envelope or within the Property and as approved by the City.

The maximum height for commercial buildings on lots 1, 2 and 4 shall be not more than 40 feet above the center of 13th Street at the midpoint of the lot along 13th Street. The maximum height for commercial buildings on lots 5, 6, 7, 9, 10, and 11 not more than 80 feet above the center of U.S. Highway 281 at the midpoint of the lot along U.S. Highway 281. The maximum building height for the anticipated five story hotel on lot 12 shall be limited to 80 feet above the surface of the center of Outlot A at the midpoint of lot 12 along Outlot A.

12. **Residential Development Zone.** Lot 13 of this Subdivision is within a Residential Development zone (a planned district as defined in the Grand Island Zoning Ordinance). The maximum building height for the anticipated residential land use on lot 13 shall be limited to 80 feet above the surface of the center of Outlot A at the midpoint of lot 13 along

Outlot A. Development of this lot shall be limited to sitework, grading, and utilities until such time as the developer submits and receives approval for further development of this lot by amending the Residential Development zone.

13. **Controlled Access.** No access to this property shall be permitted from the frontage on U.S. Highway 281 unless otherwise approved by Nebraska Department Of Transportation (NDOT). Access on 13th Street and Webb Road shall only be permitted at the accesses approved with the development plan and shall be subject to final design approval by the Director of Public Works.

14. **Overland Drive.** In the event that the portion of Overland Drive north of Outlot A and connecting to State Street (“North Overland Drive”) is proposed to be redeveloped or replatted, the City of Grand Island will require the future Redeveloper to plat North Overland Drive as an outlot for public use in the same manner as Outlot A, and/or dedicate the necessary right of way for a future public street.

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

Exhibit A Easements to be Vacated

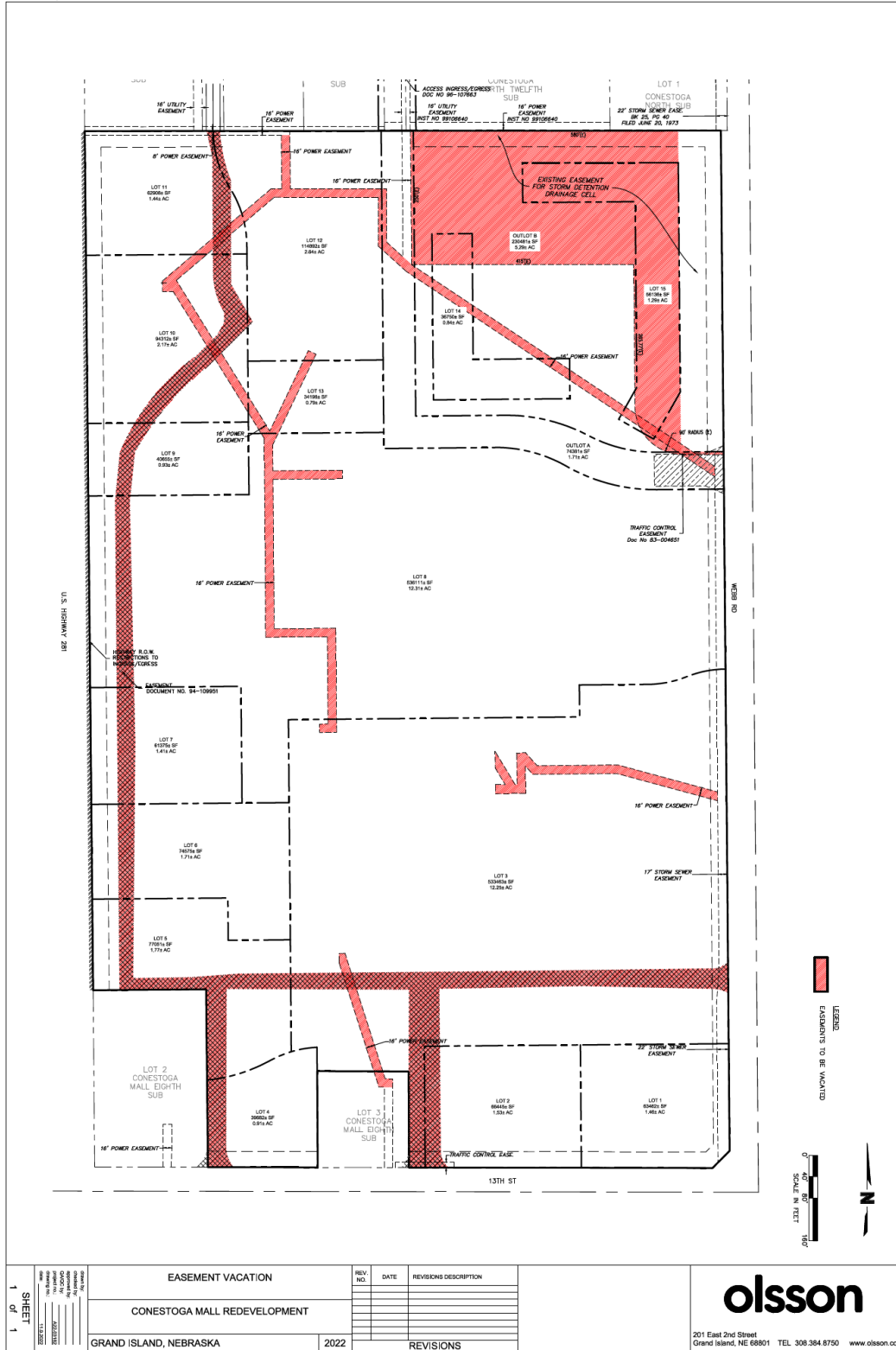
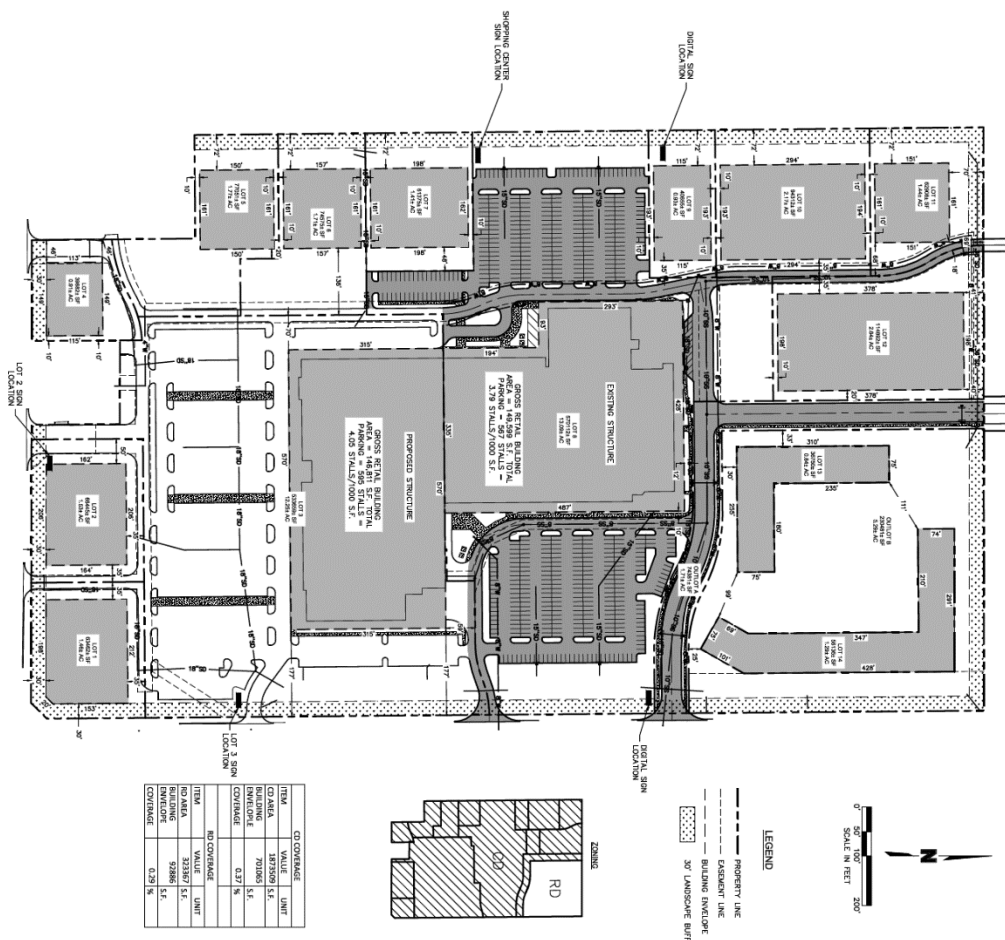


Exhibit B Approved Development Plan

CONESTOGA MALL
 NINTH SUBDIVISION
 DEVELOPMENT PLAN
 NOVEMBER 2022



CD COVERAGE	
ITEM	VALUE
CD AREA	387508 S.F.
CD ENVELOPE	74300 S.F.
CD COVERAGE	0.27 %

RD COVERAGE	
ITEM	VALUE
RD AREA	33387 S.F.
RD ENVELOPE	5288 S.F.
RD COVERAGE	0.29 %

DEVELOPMENT PLANS		REV. NO.	DATE	REVISIONS DESCRIPTION
CONESTOGA MALL NINTH SUBDIVISION				
GRAND ISLAND, NEBRASKA			2022	

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

Exhibit B Detail

RESOLUTION 2022-336

WHEREAS know all men by these presents, that Woodsonia Hwy. 281, LLC holders of a contract interest to purchase the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "CONESTOGA MALL NINTH SUBDIVISION", A replat of all of Lots 1, 4 and 5, Conestoga Mall Eighth Subdivision, City of Grand Island, Hall County, Nebraska; and

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

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

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

BE IT FURTHER RESOLVED that the final plat of CONESTOGA MALL NINTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska at such time that Woodsonia Hwy. 281, LLC acquires fee simple title to the property described herein; provided title is acquired not later than one year after the date of this Resolution.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2022	☐ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-16

**#2022-337 - Approving Construction of Public Restrooms to the
Downtown Plaza Expansion Project**

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator
Meeting: November 22, 2022
Subject: Amur Plaza Restrooms
Presenter(s): Jerry Janulewicz, City Administrator

Background

In June 2022, the Grand Island City Council approved an agreement with Grow Grand Island (GGI), in conjunction with Amur Equipment Finance (Amur), for expansion of the downtown plaza known as Kaufman Plaza. The project includes extensive landscaping (grass, plants, trees, pavers, etc.) in the current parking lot area directly north of the existing plaza. The project as approved by the City Council includes a stage with removable stage cover, solar lighting, and infrastructure for future public restroom(s). Grow Grand Island recently requested approval to add public restrooms to the project.

Discussion

The plaza improvements are being constructed on city property through a contract between GGI and Empire Development LLC. City Council action is required to authorize the additional improvements at the city-owned plaza.

Railside BID supports addition of public restrooms to the plaza project and has proposed that it be responsible for maintenance of the proposed restrooms. Maintenance expense will be offset by fees charged for private events held at the plaza. Construction costs not to exceed \$102,701.00 will be paid by GGI using its award of City Food and Beverage Retailer Occupation Tax revenue.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council adopt the resolution approving the addition of public restrooms to the plaza expansion project.

Sample Motion

Move to approve the resolution approving addition of public restrooms to the plaza expansion project.



November 14, 2022

Jerry Janulewicz
City Administrator
City of Grand Island

RE: Amur Plaza Project

The original contract for this project makes provision for restrooms, but does not include the actual restrooms. Per request by City Council, Grow Grand Island desires to add the bathrooms to the project from our allocation of Food and Beverage funds. The following documents are attached:

- Amur project drawing that illustrates the placement of the bathrooms.
- Construction drawings showing the bathroom specifications.
- Bathroom project budget, not to exceed \$102,701.

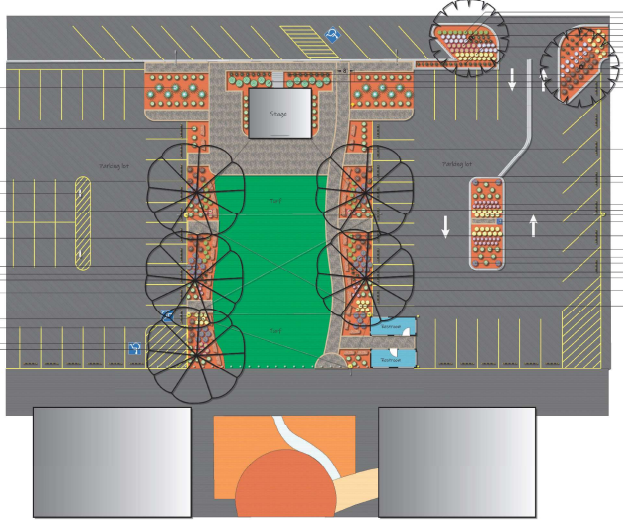
Upon necessary approval and action required by the City, the project is ready to move forward. If expedited and weather cooperates, the bathrooms can be completed along with the rest of the project by the end of December as outlined in the current contract.

I am happy to answer any questions you may have.

Sincerely,

A handwritten signature in blue ink that reads "Tonja Brown".

Tonja Brown, Chair



<p>Date</p> <p>May 24, 2022</p>	<p>N</p> <p>Scale: 1"=20'-0"</p>	<h2>Kaufmann Plaza</h2> <p>Grand Island, NE</p> <p>Landscape Design</p>	
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Scale

Plant Schedule							
Symbol	Qty	Common	Botanical	Symbol	Qty	Common	Botanical
	31	Caradewa Setiva	Sals'va salvestris 'Caradewa'		45	Little Spire Russian Sage	Perovskia atriplicifolia 'Little Spire'
	5	Chinkapin Oak	Quercus muhlenbergii		63	Prairie Dropseed	Sporobolus heterolepis
	14	Dallas Blues Spirited Ferasis	Rhuscopis virginicum 'Dallas Blues'		2	Skokie Honeysuckle	Lonicera maackii 'Skokie'
	34	Gjelkstran Bulekledia	Thuja occidentalis 'Gjelkstran'		25	Strawberry Sediment Yarrow	Achillea millefolium 'Strawberry Sediment'
	38	Hor-Rad Swirth Grass	Panicum virgatum 'Hor-Rad'		12	Taylor Sweeper	Sweepers virginiana 'Taylor'
	36	Husker-Rad Teeserow	Teeserowia digitata 'Husker-Rad'		66	Eaygrih Coreopsis	Coreopsis verticillata 'Eaygrih'
	40	Karl Foerster Feather-RoadGrass	Calamagrostis canadensis 'Karl Foerster'				

Amur Plaza Budget	Expansion & Stage	Bathrooms	Plaza Total
Permits	\$ 1,700	\$ 800	\$ 2,500
Demo	\$ 30,000	\$ -	\$ 30,000
Bathrooms	\$ 9,900	\$ 83,982	\$ 93,882
Stage Cover	\$ 50,000	\$ -	\$ 50,000
Temp Fence	\$ 10,000	\$ -	\$ 10,000
Engineering	\$ 20,000	\$ 1,500	\$ 21,500
Greenscape	\$ 93,954	\$ -	\$ 93,954
Sitting Stones	\$ 5,000	\$ -	\$ 5,000
Plumbing	\$ 14,500	\$ -	\$ 14,500
Electric	\$ 29,620	\$ -	\$ 29,620
Misc construction	\$ 31,606	\$ -	\$ 31,606
Hardscape	\$ 203,106	\$ -	\$ 203,106
Stage	\$ 37,794	\$ -	\$ 37,794
Architectural	\$ 15,000	\$ 2,500	\$ 17,500
Bond	\$ 6,800	\$ -	\$ 6,800
Patio lights	\$ 54,952	\$ -	\$ 54,952
Construction Manager	\$ 28,800	\$ 7,200	\$ 36,000
			\$ -
Total	\$ 642,732	\$ 95,982	\$ 738,714
O&P	\$ 44,991	\$ 6,719	\$ 51,710
	\$ 687,723	\$ 102,701	\$ 790,424

RESOLUTION 2022-337

WHEREAS, on June 14, 2022, the Grand Island City Council adopted a resolution approving expansion of the downtown plaza to be located upon vacated Wheeler Avenue between the north one-half of Block Fifty-Six and the north one-half of Block Fifty-Seven, Original Town, now City of Grand Island; and

WHEREAS, the project includes extensive landscaping (grass, plants, trees, pavers, etc.) in the current parking lot area directly north of the existing downtown plaza area (excluding the alley) extending to South Front Street, a permanent berm for use as a stage, a removable stage cover, solar lighting, infrastructure for electricity, and potential future public restrooms; and

WHEREAS, following the June 14 action, community stakeholders expressed their support of public restrooms at the expanded plaza location; and

WHEREAS, Grow Grand Island desires to contract for construction of public restrooms at the plaza using up to \$102,701.00 from its allocation of Food and Beverage Retailer Occupation Tax revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that in addition to the downtown plaza expansion project currently under construction, Grow Grand Island, its contractors and subcontractors, are hereby authorized to construct, place, and erect public restrooms upon the above-described City property subject to City's building codes.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2022	☐ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-17

**#2022-338 - Approving Amendment No. 1 for Stolley Park
Roadway and Parking Improvements Design**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks & Recreation Director

Meeting: November 22, 2022

Subject: Approving Amendment No. 1 to Engineering Consulting Agreement for Stolley Park Roadway and Parking Improvements

Presenter(s): Todd McCoy, Parks & Recreation Director

Background

In 1974 the City of Grand Island took ownership of Stolley State Park. Today, Stolley is one of Grand Island most popular parks. Stolley Park offers a future splash pad, playground equipment, disc golf, train rides, pickleball courts, horseshoe pits, basketball courts, ball fields, picnic areas, and more. Stolley is home to numerous community events such corporate picnics, Art in the Park, car shows, and more.

On January 25, 2022, via Resolution No. 2022-27, City Council approved an agreement with Alfred Benesch & Company of Grand Island, Nebraska in the amount of \$34,922.00 to provide a preliminary design to improve Stolley Park roadways and parking.

Discussion

With the completion of the preliminary design it is now time to move forward with final paving design and construction services for improving Stolley Park roadways and parking. An amendment to the original agreement with Alfred Benesch & Company is requested, in the amount of \$57,255.00 resulting in a revised agreement amount of \$92,177.00. The design will be funded with KENO proceeds.

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 Alfred Benesch & Company of Grand Island, Nebraska, in the amount of \$57,255.00 resulting in a revised agreement amount of \$92,177.00.

Sample Motion

Move to approve the resolution.



CONSULTING SERVICES AGREEMENT

CLIENT	City of Grand Island	Project Name	City of Grand Island
Address	City Hall, 100 East First Street	Stolley Park Paving Improvements	
	Grand Island, NE 68802	Addendum No. 1 Phase 1 Paving Design and CE	
		Project Location	Grand Island, NE
		Stolley Park	
Telephone	308-385-5444		
Client Contact	Todd McCoy	Consultant PM	Terry Brown
Client Job No.		Consultant Job No.	112254.00

This Agreement is made by and between City of Grand Island, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
 - Attachment B: Schedule of Unit Rates
 - Attachment C: _____
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$ ____.
- By Time and Materials: \$57,255.
- By Other Payment Method (See Attachment ____): \$ ____.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Anthony Dirks

TITLE: _____

TITLE: Senior Vice President

DATE: _____, 2022

DATE: October, 2022

BENESCH OFFICE: Lincoln

ADDRESS: 825 M Street, Suite 100

Lincoln, NE 68508

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

Supplemental Condition is incorporated herein when the applicable box is checked.

S.1 Location of Underground Utilities

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

ATTACHMENT A

Scope of Services

Stolley Park Phase 1 Paving

TASK 1. Final Design for Phase 1 Paving

a. Final Design

Benesch will finalize the construction plans and specifications. Benesch shall prepare project base files and plan sheets following the standard layout appearance of City of Grand Island documents. Design and a reliable cost estimate of overall construction costs for this project. Benesch will develop a storm water pollution prevention plan and a Notice of Intent to discharge storm water from a construction site for submittal to the Nebraska Department of environmental Quality. Benesch will provide the easement exhibits and collaborate with City staff to obtain the remaining paperwork and signatures needed. Plan sheets to be included in the final submittal include the following:

- Title Sheet
- Existing Topographic Conditions and Removals
- Proposed Paving Plans
- Details
- SWPPP

b. Bidding Phase

Benesch will participate in the bidding phase. Benesch will provide project information and reply to contractor questions and provide addendum(s) if necessary.

Task 1 services would start upon NTP and is assumed to be Nov 2022. Completion of Task 1 is estimated at approximately December of 2022.

TASK 2. Phase 1 Paving Construction Services

General Construction Project Management, Staking, Inspection, Material Testing and Closeout Services

a. Project Management Tasks

- i. Project Files
 - Set up, utilize and maintain appropriate project files related to the project with an electronic file system. Included in the files will be all project correspondence, change orders, meeting minutes, contracts, plans and specifications, traffic control plans (if applicable), RFIs, material certifications, test reports, inspector's Daily Reports and project schedule.
- ii. Shop Drawing Submittal Review
 - Responsible for logging in, reviewing, commenting and approving Contractor submitted Shop Drawings related to the project.
- iii. Schedule and conduct a pre-construction meeting.
- iv. Contractor Payments
 - Unless otherwise scheduled by the City's Project Manager or Contractor, monitor by infrequent site visits that the work associated with a payment request by the

ATTACHMENT A

Page 1 of 4

Contractor is accurate and complete. The generation of progress payments to the Contractor will be completed by the Contractor for approval by Benesch.

- v. Construction Contract Change Orders and Work Change Directives
 - Prepare Contract Change Orders (modifications) and Work Change Directives associated with the project for the City Project Manager's approval.
- vi. Correspondence
 - Provide the following correspondence for the City's records:
 - Weekly project-based construction testing results and status reports of construction progress by Monday morning the following week.
 - Contractor progress estimates.
 - Change Orders (Contract Modifications).

b. Construction Staking Tasks

- i. Stake limits of construction throughout project where deemed necessary to delineate restrictions on contractor operations.
- ii. Mark removals including pavement removal limits. Stake right-of-way and construction easements where deemed necessary to delineate restrictions on contractor operations.
- iii. Provide slope stakes for grading and paving.
- iv. Provide staking for electrical and lighting.

Other services mutually agreeable to all parties may be added upon request. Any damage to stakes by the contractor will be charged directly to the contractor.

c. Project Inspection & Observation Tasks

Benesch or their sub-consultant will observe and verify construction compliance with contract documents for critical items such as embankment, bedding, backfill, subgrade prep and paving with visual inspection and/or material testing before the work is "covered up". Limited observation will be provided during non-critical activities such as excavation, removals, reinforcing steel placement, forming, etc. This list is not inclusive of all tasks or inspections that will be completed by Benesch or their sub-consultant. Benesch will work closely with the City to adjust inspection hours as necessary to accommodate the Contractor's schedule and progress.

- i. Document pre-construction conditions of the project site with photos for comparison and any dispute resolution during and/or after construction.
- ii. Document all inspections in the field by photos, measurements, computations and/or observations as logged within the Inspector's Daily Reports (IDRs).
- iii. Prepare and keep detailed notes, records of quantities of pay items used in the work, test results, certifications, or basis of acceptance of these materials, and a record of the contractor's operations.
- iv. Coordinate with the Contractor to discuss work performed when not on-site for proper documentation and inclusion in the IDRs.
- v. Provide random/periodic review compliance of traffic control maintenance throughout the duration of the project, if necessary. Specifically, at the beginning, phase changes, storm events and end of the project. Benesch will report any known deficiencies but is not responsible for part/full time inspection unless approved by written request of the City Project Manager.
- vi. Verify that materials sources incorporated into the project are on the latest version of the City and/or NDOT Approved Products List.
- vii. Participate in Contractor led progress meetings every two weeks using agreed on agenda format.
- viii. Consult with the City Project Manager regarding project changes, utility conflicts, change authorizations and change orders.
- ix. Observe plan profiles are constructed accurately and conduct consultation with City Project Manager regarding deviations.
- x. Observe any manholes needing raised to grade per standard City details.
- xi. Randomly observe pavement sawing and removals throughout construction.

ATTACHMENT A

Page 2 of 4

- xii. Observe backfilling of trenches, manholes, pipes, culverts and appurtenances and concrete placement.
- xiii. Observe concrete placement, erosion control installation and seeding placement. Inform and verify field modifications with the City's Project Manager prior to authorization of work.

d. Material Testing Tasks

Benesch or their sub-consultant will provide, perform, or otherwise coordinate material sampling and testing services in accordance with the City of Grand Island standard procedures. The following list identifies the testing assumed to be required along with the frequency expected and included in this scope of work. Additional testing may be provided in addition to or in place of those tests listed below. Benesch will notify and gain prior approval from the City if additional testing is required that may exceed the fee identified for these services.

- i. Grading Operations – Excavation and embankment construction will be tested to verify compliance with compaction requirements for each lift of material.
 - a. Assumes Testing Frequency of 1-Test/12-inch lift/10,000 square foot.
 - b. Assumes 8 tests for the length of the project.
 - c. This material testing is completed by the hour by a field engineer/technician.
- ii. Subgrade Operations – Subgrade construction will be tested to verify compliance with compaction requirements prior to paving.
 - a. Assumes Testing Frequency of 1-Test/300 feet
 - b. Assumes 4 tests for the project.
 - c. This material testing is completed by the hour by a field engineer/technician.
- iii. Concrete Sampling - This will include taking concrete truck tickets, completing concrete air tests, fabricating concrete cylinders, delivery of concrete cylinders to the laboratory and compression testing.
 - a. Assumes Testing Frequency of 1-Test/300 lf or 1-Test/Pour/Day at 3-Cylinders/Test(4 sets of 3 for paving)
 - b. Assumes concrete tests on the project at 12 Cylinders.
 - c. This material testing is completed by a per cylinder test method by a field engineer/technician.

e. Project Closeout Tasks

Upon notice of completion by the Contractor, Benesch will field measure and prepare final summaries for all applicable items of work. The City's Project Manager will review the project records prior to the submission of a final pay estimate for the project. Benesch will also prepare and submit the Final Pay Estimate and records associated with the project. The final records will be printed and submitted as an electronic version of all the project records. Tasks to be completed during the project closeout include:

- i. Document "punch list" items and follow-up on resolution of nonconforming work prior to authorizing final payment.
- ii. Prepare necessary correspondence to the Contractor related to punch list and project completion.
- iii. Conduct project walk through with the City and the Contractor to determine and document substantial completion.
- iv. Benesch will prepare the record drawings and will coordinate with the Construction Contractor for additional information or clarifications needed to complete the documents. These documents will have handwritten changes and clarifications in red pen. These documents will not be signed and sealed by an Engineer. An electronic AutoCAD base file will be provided with the plan submittal.
- v. Provide timely project closeout documentation upon final acceptance of the project.
- vi. Deliverables
 - Meeting minutes.

ATTACHMENT A

Page 3 of 4

- Inspector Daily Reports (IDR).
 - Project photo log.
 - Project material testing results.
 - Pressure testing and bacteriological testing records provided by the City and Contractor.
 - Documentation of punch list items and resolution with associated correspondence.
 - Declaration of substantial and final completion.
 - Record drawings.
 - Record AutoCAD base files.
 - An electronic submittal that includes all project documentation listed in this section of all project files.
- vii. Complete a project debriefing with City.

f. Excluded Services

- i. Additional Design services.
- ii. Daily Inspection and Enforcement of traffic control plans and maintenance.
- iii. Utility coordination for the Contractor.
- iv. Undertaking any of the responsibilities of the Contractor.
- v. Giving direction to the Contractor by dictating means, methods, techniques, sequence or procedures of construction.

SCHEDULE

Benesch shall provide the services stated above in accordance with a schedule set forth below:

Task 2 services would start upon NTP and is assumed to be Nov 2022. Completion of Task 1 is anticipated to be completed in the summer of 2023.

Benesch will complete construction management and inspection services as listed in subsection one (1) above. The inspection duration for this contract shall be based on 20 Working Days, 4 Weeks and Assumes Monday thru Friday Construction Days at 8 Hours/Day including field inspection, testing, bookwork/reports and travel per the City of Grand Island Contract with the Construction Contractor. Project close-out documents shall be completed within sixty (60) calendar days of final acceptance of the project by all parties.

Fee Estimate
Final Design and Construction Phase Services
Stolley Park Phase 1 Paving - Grand Island, NE

Description	Estimated Quantity	Unit Price	Amount
Final Design and Bidding for Phase 1 Paving			
Senior Project Manager	12.0 hr.	\$ 214.00 /hr.	\$ 2,568.00
Project Engineer II	120.0 hr.	\$ 133.00 /hr.	\$ 15,960.00
Designer II	80.0 hr.	\$ 102.00 hr	\$ 8,160.00
Additional Design Not to Exceed :	212.0		\$ 26,688.00
Phase 1 Paving Construction Services			
a. Project Management			
Senior Project Manager	8.0 hr.	\$ 214.00 /hr.	\$ 1,712.00
Project Engineer II	4.0 hr.	\$ 133.00 /hr.	\$ 532.00
Progress Meetings	2.0 hr.	\$ 214.00 hr	\$ 428.00
b. Construction Staking			
Staking data, control, quality control	8.0 hr.	\$ 102.00 hr	\$ 816.00
Staking Paving	16.0 hr.	\$ 102.00 hr	\$ 1,632.00
Vehicle	3 dy	\$ 65.00 dy	\$ 195.00
c. Project Inspection & Observation			
Field Inspection (20 days @ 8 hrs/day)	160.0 hr.	\$ 118.00 hr	\$ 18,880.00
Vehicle	20 dy	\$ 65.00 dy	\$ 1,300.00
d. Materials Laboratory Testing			
Soil Density and Moisture Content Determination	4.0 hr.	\$ 118.00 hr	\$ 472.00
Standard Proctor Tes	8.0 hr.	\$ 118.00 hr	\$ 944.00
Compaction Test (Constr Rep III)	8.0 hr.	\$ 118.00 hr	\$ 944.00
Concrete Testing (Constr Rep III)	8.0 hr.	\$ 118.00 hr	\$ 944.00
Concrete Compression Test (includes cylinder)	12.0 cyl	\$ 28.00 ea.	\$ 336.00
e. Project Closeout			
Senior Project Manager	2.0 hr.	\$ 214.00 /hr.	\$ 428.00
Project Engineer II	4.0 hr.	\$ 133.00 /hr.	\$ 532.00
Field Inspector	4.0 hr.	\$ 118.00 hr	\$ 472.00
Construction Services Not to Exceed :	220		\$ 30,567

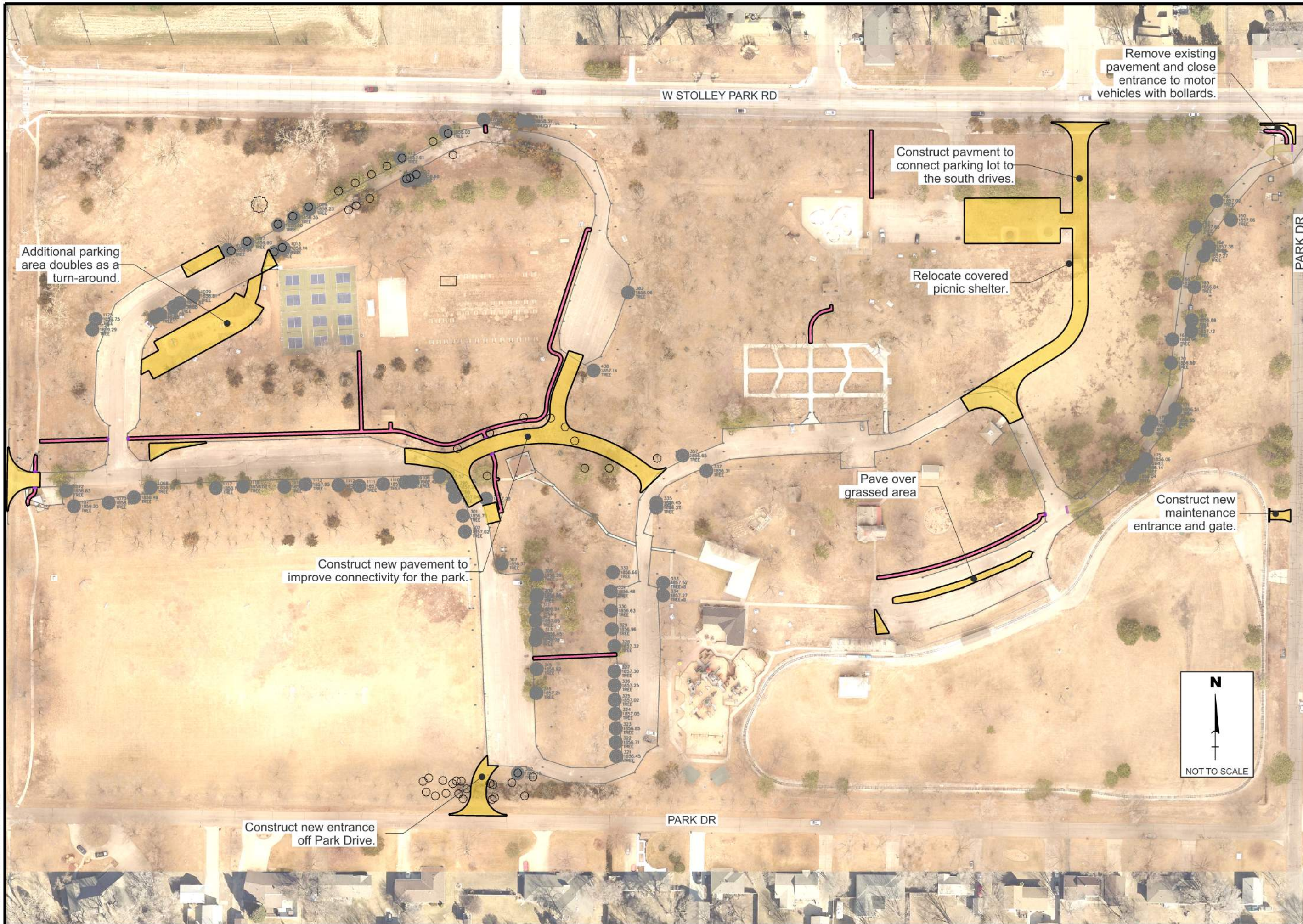


2022 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>	<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Project Manager I	\$164.00	Resident Project Manager I	\$147.00
Project Manager II	\$186.00	Resident Project Manager II	\$164.00
Senior Project Manager	\$214.00	Senior Resident Project Manager	\$186.00
Project Principal	\$265.00		
		Construction Representative I	\$90.00
Project Engineer I	\$118.00	Construction Representative II	\$102.00
Project Engineer II	\$133.00	Construction Representative III	\$118.00
Senior Project Engineer	\$164.00		
		Inspector I	\$78.00
Designer I	\$90.00	Inspector II	\$90.00
Designer II	\$102.00	Sr Inspector	\$102.00
Project Scientist I	\$102.00	Construction Technical Rep I	\$90.00
Project Scientist II	\$118.00	Construction Technical Rep II	\$102.00
Project Scientist III	\$133.00	Construction Technical Rep III	\$118.00
Senior Project Scientist	\$147.00	Senior Construction Technical Rep	\$133.00
		Construction Technical Rep Manager	\$147.00
Scientist I	\$78.00		
Scientist II	\$90.00	Intern	\$67.00
		Field/Lab Technician I	\$67.00
Geologist I	\$90.00	Field/Lab Technician II	\$74.00
Geologist II	\$96.00	Field/Lab Technician III	\$80.00
Senior Geologist	\$106.00	Senior Field/Lab Technician	\$90.00
		Field/Lab Technician Manager	\$96.00
Technologist I	\$78.00		
Technologist II	\$102.00	Instrument Operator	\$78.00
Senior Technologist	\$133.00	Party Chief	\$90.00
		Surveyor (RLS)	\$118.00
Technical Specialist I	\$102.00	Senior Surveyor (RLS)	\$133.00
Technical Specialist II	\$133.00		
Senior Technical Specialist	\$164.00	Marketing Assistant	\$78.00
		Marketing Coordinator	\$90.00
Office Assistant	\$67.00	Marketing Manager	\$147.00
Project Assistant I	\$67.00		
Project Assistant II	\$78.00		
Division Administrative Assistant I	\$67.00		
Division Administrative Assistant II	\$78.00		

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MODEL: Sheet 1

SCALE: 1"=40' (ON 11"x17" PAPER) 11/15/2022



Remove existing pavement and close entrance to motor vehicles with bollards.

Construct pavement to connect parking lot to the south drives.

Relocate covered picnic shelter.

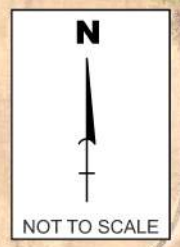
Pave over grassed area

Construct new maintenance entrance and gate.

Construct new pavement to improve connectivity for the park.

Additional parking area doubles as a turn-around.

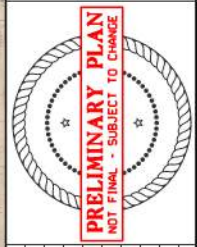
Construct new entrance off Park Drive.



PARK DR

W STOLLEY PARK RD

PARK DR



DATE	BY	REVISIONS	DESCRIPTION

PROJECT OVERVIEW

CITY OF GRAND ISLAND PARKS AND RECREATION
STOLLEY PARK REHABILITATION
GRAND ISLAND, NEBRASKA

benesch
Alfred Benesch & Company
1207 Alan Drive
Grand Island, Nebraska 68801
(402) 384-1022

CITY OF GRAND ISLAND
ISLAND
PARKS AND RECREATION

RESOLUTION 2022-338

WHEREAS, on January 25, 2022 by Resolution 2022-27, the City Council of the City of Grand Island approved Alfred Benesch & Company of Grand Island, Nebraska, the amount of \$34,922, to complete Preliminary Design Services for Stolley Park Roadway and Parking Improvements; and

WHEREAS, with the completion of the preliminary design it is now time to move forward with final paving design and construction services; and

WHEREAS, an amendment to the original agreement with Alfred Benesch & Company is requested; and

WHEREAS, such amendment will be funded through Keno Funds; and

WHEREAS, such amendment has been incorporated into Amendment No. 1; and

WHEREAS, the result of such amendment will increase the agreement amount by \$57,255.00 for a revised agreement price of \$92,177.00.

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 Amendment No. 1 between the City of Grand Island and Alfred Benesch & Company of Grand Island, Nebraska to incorporate the amendment agreement set out as follows:

1. Additional services to prepare final paving design and construction services increase \$57,255.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2022	☐ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-18

**#2022-339 - Approving Purchase of a Bobcat Toolcat Utility Unit
for the Cemetery Division**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks & Recreation Director

Meeting: November 22, 2022

Subject: Purchase of One (1) Bobcat Tool Cat Unit for Cemetery Division

Presenter(s): Todd McCoy, Parks & Recreation Director

Background

The City Cemetery budgeted this year to purchase one (1) new Bobcat Tool Cat Utility unit. The new Tool Cat will replace a 2006 Toro Workman Utility unit with 1,348 operating hours. The Tool Cat will be used additionally to add efficiency for burials when space is limited and larger equipment cannot be used.

Discussion

The equipment specifications for the Bobcat unit listed by Sourcewell Contract #040319-CEC meet the requirements for the Cemetery Division. Central Nebraska Bobcat of Grand Island, Nebraska submitted a bid for the equipment with no exceptions in the amount of \$66,771.41. The purchase will be funded from capital account 40044401-85615.



Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of one (1) new Bobcat Toolcat Utility unit from Central Nebraska Bobcat of Grand Island, Nebraska. The total purchase price is \$66,771.41.

Sample Motion

Move to approve the purchase of one (1) new Bobcat Toolcat for the Cemetery Division.

RESOLUTION 2022-339

WHEREAS, the Cemetery Division of the Parks & Recreation Department for the City of Grand Island, budgeted this year for one (1) new Bobcat Toolcat UW56 Utility Unit; and

WHEREAS, said Utility Unit can be obtained through the Sourcewell Cooperative Buying Group Contract holder Central Nebraska Bobcat of Grand Island, Nebraska; and

WHEREAS, purchasing One (1) new Bobcat Toolcat UW56 Utility Unit through the Sourcewell Cooperative Buying Group Contract No. 040319-CEC meets all statutory bidding requirements; and

WHEREAS, the funding for such Utility Unit is provided in the 2022-2023 capital budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase One (1) new Bobcat Toolcat UW56 Utility Unit in the total amount of \$66,771.41 through the Sourcewell Cooperative Buying Group Contract holder Central Nebraska Bobcat of Grand Island, Nebraska is hereby approved.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2022	☐ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item G-19

#2022-340 - Approving Bid Award - Purchase of Six (6) 36" Cut Mowers for Cemetery Division

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks & Recreation Director

Meeting: November 22, 2022

Subject: Bid Award for Six (6) New 36” Cut Mowers for use within the Cemetery Division

Presenter(s): Todd McCoy, Parks & Recreation Director

Background

On October 24, 2022 the Parks & Recreation Department advertised for bids to purchase six (6) new 36” cut mowers. The replacement mowers are necessary as the current mowers are becoming less dependable. The new mowers will provide additional years of service and meets the requirements of the Cemetery Division.

Discussion

One bid was received from Buffalo Outdoor Power of Gibbon, Nebraska. The bid provides for six (6) new 36” Scag Liberty zero turn riding mowers in the amount of \$5,092.00 each. The total price of the bid is \$30,552.00.



Funds were budgeted this year for this purchase in capital account 40044401-85615.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve the purchase of six (6) new 36" cut mowers from Buffalo Outdoor Power of Gibbon, Nebraska. The total purchase price for mowers is \$30,552.00.

Sample Motion

Move to approve the purchase of six (6) new 36" cut mowers for use in the Cemetery Division.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 10, 2022 at 2:00 p.m.
FOR: Six (6) New 36" Cut Mowers with Mulch Kit 36"
DEPARTMENT: Parks & Recreation
ESTIMATE: \$33,000.00
FUND/ACCOUNT: 41044401-85615
PUBLICATION DATE: October 24, 2022
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: Buffalo Outdoor Power
Gibbon, NE
Exceptions: Noted
Bid Price: \$30,552.00

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

Patti Buettner, Parks Admin. Assist.
Patrick Brown, Finance Director
Mark Sands, Cemetery Supt.

P2407

RESOLUTION 2022-340

WHEREAS, the City of Grand Island invited sealed bids for Six (6) New 36” Cut Mowers, Scag Liberty Z Model #SZL36H-18 FR with Mulch Kit 36” SWZT/SZL/SFZ installed for the Grand Island Cemetery, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on November 10, 2022, one (1) bid was received, opened and reviewed; and

WHEREAS, Buffalo Outdoor Power from Gibbon, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$30,552.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Buffalo Outdoor Power from Gibbon, Nebraska in the amount of \$30,552.00 for Six (6) New 36” Cut Mowers, Scag Liberty Z Model #SZL36H-18 FR with Mulch Kit 36” SWZT/SZL/SFZ installed for the Grand Island Cemetery is hereby approved as the lowest responsible bid.

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2022	☐ City Attorney



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item I-1

#2022-341 - Consideration of Approving Redevelopment Plan for CRA No. 28 for Property Located between Webb Road and U.S. Highway 281 North of 13th Street for Commercial and Residential Purposes (Woodsonia Acquisitions)

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

Staff Contact: Chad Nabity

RESOLUTION 2022-341

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. 28 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the City has previously declared all of Area No. 28 to be extremely blighted 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 Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to redevelop property commercial and residential purposes including but not limited to necessary costs for site purchase, streets, site work/grading, utilities and trails along with eligible planning expenses and fees associated with the redevelopment project and the Authority has document that such project would not be economically feasible without such aid as is proposed within the Redevelopment Plan based on the Developer's representation in the rate of return analysis. 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	□ _____
November 18, 2022	□ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 28 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 20 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.

5. Pursuant to Section 18-2116 of the Act, the City hereby finds that this project will include at least 15 new employees and an investment of \$1,000,000 for each area and authorizes the designation of Enhanced Employment Area(s) and bonds associated with those area(s).

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 22, 2022

Council Session

Item J-1

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

The Claims for the period of November 9, 2022 through November 22, 2022 for a total amount of \$5,180,929.04. A MOTION is in order.

Staff Contact: Patrick Brown