
City of Grand Island



Tuesday, December 6, 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 Bill Pavuk, St. Pauls Lutheran Church, 1515 South Harrison Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item C-1

Recognition of the Central Catholic Volleyball Team State Championship

The Mayor and City Council will recognize the Grand Island Central Catholic Volleyball team and coaches for their Class C-1 State Championship win. Congratulations to the Crusaders for an outstanding season.

Head Coach: Sharon Zavala

Assistant Coaches: Kelsie Scheel, Kelley Ward, and Kelsey Fredrickson

Team members: Hannah Gellatly, Tristyn Hedman, Abbie Connick, Maggie Herbek, Avery Kelly, Laura Blake, Kinnley Kearns, Carolyn Maser, Madelyn Weyers, Alex Herbek, Gracie Woods, Hadlee Hasselmann, Maddie Schneider, and Lucy Ghaifan

Trainer: Andrew Spencer

Student Manager: Mati Mills

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item C-2

Recognition of Service of Councilmember Vaughn Minton

Mayor Roger G. Steele and the City Council will recognize the service of Councilmember Vaughn Minton.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item C-3

Recognition of Service of Councilmember Justin Scott

Mayor Roger G. Steele and the City Council will recognize the service of Councilmember Justin Scott.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item C-4

Recognition of Service of City Administrator Jerry Janulewicz

Mayor Roger G. Steele and the City Council will recognize the service of City Administrator Jerry Janulewicz.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item 1

Approving Minutes of November 22, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 22, 2022

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on November 22, 2022. Notice of the meeting was given in *The Grand Island Independent* on November 16, 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, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, and Mitch Nickerson. Councilmembers Michelle Fitzke and Chuck Haase 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.

INVOCATION was given by Pastor Jeff Cartwright, Abundant Life Christian Center, 3411 West Fairley Avenue followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

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). Regional Planning Director Chad Nabity reported that MII Blondo, LLC, owners of property at 4060 Stauss Road located north of Stauss Road and west of North Road were requesting a zoning change. They were expanding their storage offering on this property and would like the option to extend the zoning onto this property. They would be removing the dilapidated house from 4060 Stauss Road. Staff recommended approval. No public testimony was heard.

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). Regional Planning Director Chad Nabity reported that Woodsonia Hwy. 281, LLC had a contract to purchase the Conestoga Mall property at 3404 West 13th Street in Grand Island and was 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. Staff recommended approval. Mitch Hohlen representing Woodsonia Real Estate, Inc. spoke in support. No further public testimony was heard.

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). Regional Planning Director Chad Nabity reported that Woodsonia Hwy. 281, LLC was proposing to redevelop the Conestoga Mall property at 3404 West 13th Street for commercial and residential purposes. Staff had prepared a redevelopment plan for this

property consistent with the TIF application. Staff recommended approval. Mary Berlie, representing the Economic Development Corporation and Brian Degan representing Olsson, Inc. spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 2550 S. Engleman Road (Gary and Dee Rowe). Utilities Director Tim Luchsinger reported that a utility easement was needed at 2550 S. Engleman Road. The proposed easement would 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. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#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)

#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)

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

#9907 - Consideration of Approving Amendment (2022) Secure, Bipartisan American Miners & CARES Act to the Grand Island Firefighters' Retirement System Plan and Trust

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

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

Motion by Paulick, second by Guzinski to approve Ordinance #9904.

City Clerk: Ordinance #9904 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9904 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9904 is declared to be lawfully adopted upon publication as required by law.

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

Motion by Stelk, second by Paulick to approve Ordinance #9904.

City Clerk: Ordinance #9905 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9905 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9905 is declared to be lawfully adopted upon publication as required by law.

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

Finance Director Patrick Brown reported that 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 Police retirement plan documents were last amended and restated on December 18, 2018. This amendment would incorporate recent changes via Amendment (2022) Secure, Bipartisan American Miners & CARES Act. Staff recommended approval.

Motion by Paulick, second by Conley to approve Ordinance #9906.

City Clerk: Ordinance #9906 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9906 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9906 is declared to be lawfully adopted upon publication as required by law.

#9907 - Consideration of Approving Amendment (2022) Secure, Bipartisan American Miners & CARES Act to the Grand Island Firefighters' Retirement System Plan and Trust

Finance Director Patrick Brown reported that 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 Firefighters retirement plan documents were last amended and restated on December 18, 2018. This amendment would incorporate recent changes via Amendment (2022) Secure, Bipartisan American Miners & CARES Act. Staff recommended approval.

Motion by Scott, second by Paulick to approve Ordinance #9907.

City Clerk: Ordinance #9907 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9907 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9907 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-17 (Resolution #2022-338) was pulled for further discussion. Motion by Guzinski, second by Stelk to approve the Consent Agenda excluding item G-17. Upon roll call vote, all voted aye. Motion adopted.

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

Approving Minutes of November 15, 2022 City Council Study Session.

#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.

#2022-325 - Approving Change Order No. 2 for Asphalt Resurfacing Project No. 2022-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska for an Increase of \$10,464.37 and a Revised Contract Amount of \$862,815.60.

#2022-326 - Approving Certificate of Final Completion for the 2022 Asphalt Resurfacing Project No. 2022-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska.

#2022-327 - Approving Certificate of Final Completion for Various Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1 with The Diamond Engineering Company of Grand Island, Nebraska.

#2022-328 - Approving Change Order No. 1 for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 with SKM Turnkey Construction, LLC of Grand Island, Nebraska for an Increase of \$31,245.07 and a Revised Contract Amount of \$2,076,734.37.

#2022-329 - Approving Skid Steer Buy-Back for Streets Division with Central Nebraska Bobcat of Grand Island, Nebraska in an Amount of \$24,635.14.

#2022-330 - Approving Contract Amendment No. 1 for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of 15,419.25 and a Revised Contract Amount of \$114,244.65.

#2022-331 - Approving Award of Professional Engineering Consulting Services for Veterans Legacy Development Improvements; Project No. 2022-P-7 with Olsson, Inc. of Grand Island, Nebraska in an Amount not-to-exceed \$76,500.00.

#2022-332 - Approving Changes to Speed Limit Resolution No. 2022-133.

#2022-333 - Approving PGS Coal Combustion Residual (CCR) Groundwater Services Task 20 with HDR Engineering, Inc. of Omaha, Nebraska in an Amount not-to-exceed \$13,890.00.

#2022-334 - Approving Acquisition of Utility Easement - 2550 S. Engleman Rd (Gary and Dee Rowe).

#2022-335 - Approving Grand Island Television (GITV) Upgrade and Designation of Sole Source Provider with AVI Systems of Omaha, Nebraska in an Amount of \$83,000.00.

#2022-336 - Approving Preliminary, Final Plat and Subdivision Agreement for Conestoga Mall Ninth Subdivision. It was noted that Woodsonia Hwy 281, LLC, owners, had submitted the Preliminary, Final Plat and Subdivision Agreement for Conestoga Mall Ninth Subdivision located at 3404 West 13th Street between Webb Road and U.S. Highway 281 north of 13th Street for the purpose of creating 14 Lots, 2 Outlots on 50.433 acres for the Preliminary Plat and 13 Lots and 1 Outlot on 50.433 acres for the Final Plat.

#2022-337 - Approving Construction of Public Restrooms to the Downtown Plaza Expansion Project through Grow Grand Island in an Amount of \$102,701.00.

#2022-338 - Approving Amendment No. 1 for Stolley Park Roadway and Parking Improvements Design with Alfred Benesch & Company of Grand Island, Nebraska for an Increase of \$57,255.00 and a Revised Agreement Amount of \$92,177.00. Parks and Recreation Director Todd McCoy reported that 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. Mr. McCoy explained the updates to the park.

Motion by Nickerson, second by Minton to approve Resolution #2022-338. Upon roll call vote, all voted aye. Motion adopted.

#2022-339 - Approving Purchase of a Bobcat Toolcat Utility Unit for the Cemetery Division from Central Nebraska Bobcat of Grand Island, Nebraska in an Amount of \$66,771.41.

#2022-340 - Approving Bid Award - Purchase of Six (6) 36" Cut Mowers for Cemetery Division from Buffalo Outdoor Power of Gibbon, Nebraska in an Amount of \$30,552.00.

RESOLUTIONS:

#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 was related to the aforementioned Public Hearing. City Attorney Laura McAloon explained the alternative language that was presented to the Council. Mitch Hohlen stated they were reviewing the changes.

Motion by Minton, second by Paulick to approve Resolution #2022-341 with the alternative language included. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Paulick to approve the payment of claims for the period of November 9, 2022 through November 22, 2022 for a total amount of \$5,180,929.04. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:43 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item 2

Approving Payment of Claims for the Period of November 23, 2022 through December 6, 2022

The Claims for the period of November 23, 2022 through December 6, 2022 for a total amount of \$5,277,415.75. A MOTION is in order.

Staff Contact: Patrick Brown



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item 3

Acceptance of Election Certificate

State law requires the governing body to formally accept the certificate of election issued by the Hall County Election Commissioner for the November 8, 2022 Mayor and City Council General Election. An election certificate containing the vote totals and results is attached. A MOTION to accept the election certificate is in order.

Staff Contact: RaNae Edwards



Hall County Election Office
Tracy Overstreet, Hall County Election Commissioner
121 South Pine Street, Grand Island, NE 68801
Phone (308) 385-5085 (308) 385-5071 fax
tracyo@hallcountyne.gov www.hallcountyne.gov

State of Nebraska, County of Hall

November 17, 2022

To: City of Grand Island
RaNae Edwards, City Clerk
100 E. First Street
Grand Island, NE 68801

I, Tracy Overstreet, being the Election Commissioner of Hall County, Nebraska, do hereby certify the following is a true and complete abstract of the votes cast at the General Election held November 8, 2022 in this county, as canvassed by the canvassing board of Hall County, with respect to candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge such ballots, including early voting and provisional, have been voted, counted and canvassed in the manner provided by law.

Grand Island City Races and Issues

Mayor	Roger G. Steele	5,752	Elected
	Doug Brown	5,300	
Ward 1	Jack Sheard	2,605	Elected
Ward 2	Maggie Mendoza	1,440	Elected
	Patrick Birkel	1,182	
Ward 3	Jason E. Conley	625	Elected
	Joel Holling	455	
Ward 4	Mitchell Nickerson	481	Elected
	Jodi Moore	423	
Ward 5	Adam Condon	781	
	Douglas Lanfear	984	Elected
Economic Development Program	For	7,533	Approved
	Against	3,431	

Witness my hand and official seal this 17th day of November, 2022.

Tracy Overstreet
Hall County Election Commissioner





City of Grand Island

Tuesday, December 6, 2022

Council Session

Item 4

Comments by Outgoing Elected Officials - Councilmembers Vaughn Minton and Justin Scott and City Administrator Jerry Janulewicz

This is an opportunity for comments by outgoing elected Councilmembers Vaughn Minton and Justin Scott and City Administrator Jerry Janulewicz

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item 5

Recess

The meeting will be recessed momentarily to prepare for the transition to the new governing body. The newly elected officials will remain seated in the audience until such time as they are called forward for the Oath of Office which will be administered by City Clerk RaNae Edwards at the podium.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item 6

Administration of Oath to Newly Elected Mayor and Councilmembers

City Clerk RaNae Edwards will administer the Oath of Office to Mayor Roger G. Steele, and newly elected Councilmember's Jack Sheard - Ward 1 and Doug Lanfear - Ward 5 and the three returning Councilmember's Maggie Mendoza - Ward 2, Jason Conley - Ward 3, and Mitchell Nickerson - Ward 4.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item 7

Seating of Newly Elected Mayor and Councilmembers followed by Roll Call

Following the administration of the Oath of Office to Mayor Roger G. Steele and Councilmember's Jack Sheard, Maggie Mendoza, Jason Conley, Mitchell Nickerson, and Doug Lanfear, seating will take place at the City Council table.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item 8

Comments by Newly Elected Officials

At this time comments will be made by the newly elected Officials.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item 9

Election of City Council President

The City Council is required to elect one Councilmember to the office of Council President. The term is for a one-year period. The Council President automatically assumes the duties of the Mayor in the event that the Mayor is absent or otherwise unable to fulfill his/her duties. Nebraska law allows the election of the Council President to be by secret ballot. The total number of votes for each candidate; however, must be stated and recorded in the Minutes. Past practice has included a run-off election between the top two nominees, if necessary. The City Clerk will prepare, distribute, and count ballots. Nominations to fill the vacancy are in order. A second is not required on nominations.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item E-1

**Public Hearing on Comprehensive Plan Amendment to Consider
Proposed Changes to the Future Land Use Map for Conestoga
Mall Property Located between Webb Road and U.S. Highway 281
North of 13th Street**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 6, 2022

Subject: Amend the Future Land Use Map of the Grand Island Comprehensive Plan for the Conestoga Mall Area north of 16th Street Extended and west of Webb Road

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

Background

Staff is recommending amendments to the future land use map for the city Grand Island for the area around the Conestoga Mall. The proposed changes are consistent with the redevelopment plan for this property. The current designation for this area identifies the entire site as Highway Commercial. The proposed changes would make the northeast corner of the site Mixed Use Commercial a district that allows housing uses. The property on the east side of Webb Road is developed and planned for housing. These change swill facilitate the redevelopment of this property.

The memo and recommendation sent to the Planning Commission is attached.

Discussion

At the regular meeting of the Regional Planning Commission, held October 6, 2021 the above item was considered following a public hearing. Hearing for both the future land use map change and a recommendation on the redevelopment plan were held at the same time.

O'Neill opened the public hearings for agenda items number 4, 5 and 6.

Nabity 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.

Nabity 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.

O'Neill closed the public hearings for agenda items number 4, 5 and 6.

A motion was made by Randone and second by Ruge to approve the Comprehensive Plan Amendment as submitted finding that the changes are consistent with the development in the area on the east side of Webb Road.

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).

Alternatives

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

1. Approve the comprehensive plan amendment as presented
2. Modify the comprehensive plan amendment to meet the wishes of the Council
3. Deny the comprehensive plan amendment
4. Postpone the issue

Recommendation

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

Sample Motion

Move to approve the resolution as presented.

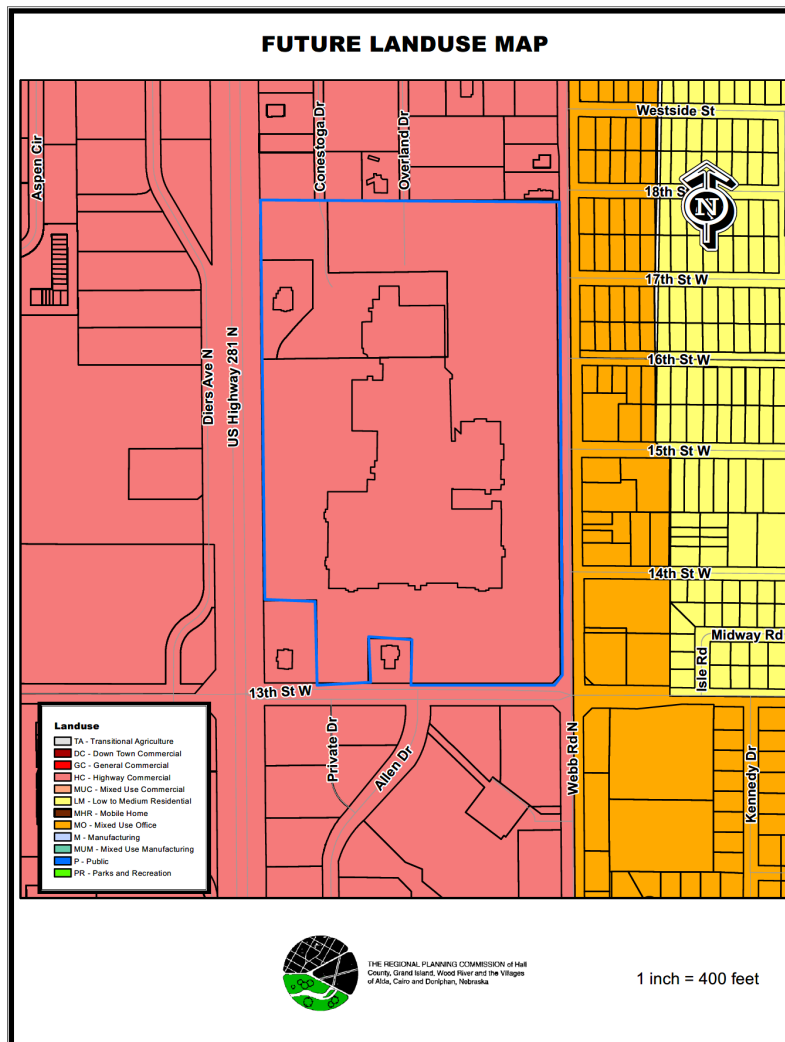
Agenda Item #4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

November 2, 2022

SUBJECT: *Future Land Use Map Change (C-07-23GI)*

PROPOSAL: This proposal includes approximately 9.5 acres of land north and east of the Conestoga Mall. Staff is recommending amendments to the future land use map that are consistent with the new plan presented for the mall property. Woodsonia Hwy. 281 LLC is proposing to purchase and redevelop the mall property. As part of that redevelopment they are proposing to develop around 300 apartments in the northeast corner of the property. Changes to the Future Land Use Map would allow for consistency with the proposed rezoning. As shown in the area outlined in blue on the map below, the entire site, is planned for Highway Commercial development. The property is located within the Grand Island municipal limits.



Staff is recommending one amendment to the Grand Island Comprehensive Plan and Future Land Use map within the area outlined in on the map. The recommendation is to amend the northeast 9.5 acres of this site to allow mixed use commercial. This would allow for higher density residential development on this site. This would make the proposed redevelopment of the Conestoga Mall property consistent with the comprehensive plan and allow the developers to provide additional housing in the community that is needed.

**PROPOSED
FUTURE LANDUSE MAP**

State St W

Aspen Cir

Diers Ave N

US Highway 281 N

Cornestoga Dr

Overland Dr

Private Dr

Allen Dr

Westside St

18th St W

17th St W

16th St W

15th St W

14th St W

W 1st Rd N

Proposed Change:
From: HC - Highway Commercial
To: MUC - Mixed Use Commercial

Legend

- Parcel
- Grand Island Future Landuse
- TA - Transitional Agriculture
- DC - Downtown Commercial
- GC - General Commercial
- HC - Highway Commercial
- MUC - Mixed Use Commercial
- LR - Low to Medium Residential
- NHR - Mobile Home
- NO - Mixed Use Office
- M - Manufacturing
- MUR - Mixed Use Manufacturing
- P - Public
- PR - Parks and Recreation

Community Map Contributors: National Geographic, Pacific Commission, © OpenStreetMap, Microsoft, Esri, IBM, Garmin, SatGlobe, GeoAdapt, Inc., Mapbox, Google, EPA, NPS, US Census Bureau, USDA

1 inch equals 400 feet

THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Afton, Cedar and Clarissa, Nebraska

EVALUATION:

The Grand Island Comprehensive Plan and this Future Land Use Map were approved in 2004. In the last 20 years many regional malls have fallen by the wayside and been redeveloped. The national trend is for that redevelopment to be more mixed use in nature, combining both residential and commercial uses. Woodsonia is hoping to include residential development in their project to redevelop the Conestoga Mall.

The proposed changes facilitate development of this property for mixed uses.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the Future Land Use Component of the Grand Island Comprehensive Plan.

_____ Chad Nabity AICP, Planning Director



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item F-1

#9908 - Consideration of Approving Economic Development Program Renewal

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator
Meeting: December 6, 2022
Subject: Economic Development Program Renewal
Presenter(s): Patrick Brown, Finance Director

Background

On May 6, 2003 and again on November 13, 2012, the voters of the City of Grand Island approved economic development programs for the City of Grand Island. Both provided for ten-year plan terms.

On May 10, 2022, the Grand Island City Council held a public hearing at which a proposed economic development plan for the City of Grand Island was presented for public comment and discussion, a copy of the plan is attached to the proposed Ordinance, marked "Exhibit 'A' to Resolution #2022-132". Following the public hearing, on May 10, 2022, the Grand Island City Council adopted the proposed plan by passage of Resolution 2022-132 and directed the City Clerk to certify the ballot measure to the Hall County Election Commissioner for inclusion on the Grand Island City ballot for the general election to be held on Tuesday, November 8, 2022.

On November 17, 2022, the Hall County Election Commissioner Certified the following abstract of votes cast at the November 8, 2022 general election on the measure of the Economic Development Program for the City of Grand Island: For 7,533, Against 3,431 **Approved.**

Discussion

As provided by Neb.Rev.Stat. §18-2714, with the passage of the economic development measure the City Council shall, within forty-five days after such approval, establish the economic development program by ordinance in conformity with the terms of the program as set out in the original enabling resolution. The proposed ordinance provides for the establishment of the economic development plan in conformity with the program approved by the city voters on November 8. Additionally, the ordinance provides that a copy of the current economic development plan will be maintained in the office of the city clerk and posted on the city's web site. The economic development plan approved in 2012 will remain the current plan until it expires on September 30, 2023. The economic

development plan adopted by passage of this ordinance will become effective on October 1, 2023.

After adoption, the ordinance may only be amended after the city council (a) gives notice of and holds at least one public hearing on the proposed changes, (b) approves the proposed changes by a two-thirds vote of the city council members, and (c) except as provided in subsection (3) of this section, submits the proposed changes to a new vote of the registered voters of the city.

A new vote by the registered voters is not required for (a) an amendment adding a type of qualifying business to those that are eligible to participate in the economic development program or removing a type of qualifying business from those that are eligible to participate in such program if such addition or removal is recommended by the citizen advisory review committee established under section 18-2715; (b) an amendment making corrective changes to comply with the Local Option Municipal Economic Development Act; or (c) an amendment making corrective changes to comply with any other existing or future state or federal law.

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 Ordinance No. 9908 establishing the economic development program as set forth in Exhibit “A” to Resolution #2022-132.

Sample Motion

Move to adopt Ordinance No. 9908 establishing the City’s economic development program as set forth in Exhibit “A” to Resolution #2022-132.

CITY OF GRAND ISLAND, NEBRASKA ECONOMIC DEVELOPMENT PROGRAM

Effective October 1, 2023

Twenty years ago, the citizens of Grand Island thoughtfully and strategically developed and approved Grand Island's Economic Development Program. The program's purpose was and remains to retain and create new, diverse jobs in our city while leveraging existing resources and State of Nebraska legislation.

Grand Island's Economic Development Program has proved to be a community tool that encourages and stimulates quality job growth, attracts permanent investment and broadens the tax base, all of which leads to additional opportunities for all citizens. Grand Island competes against other cities and states for these opportunities on a statewide and on a national level.

Communities in the state have looked to Grand Island as a leader in the economic development arena and we are proud to have served as an early model for progressive growth. It is imperative that we continue to move forward as there is ever increasing competition among communities seeking to increase capital investments and high paying jobs. In order to continue the progress that has taken place, the citizens of Grand Island need to once again support this program at the ballot box.

Now, more than ever, cities need to be proactive about economic development. Grand Island's health is directly tied to its economy. Grand Island's Economic Development program helps to strengthen and diversify our community's economic and civic foundation through increased capital investments and employment opportunities. Growth and investments do not happen without a dedicated, strategic, program focused on progressive and positive development in communities.

Grand Island's potential is limitless. We can, and should expect to invite high paying jobs, meaningful capital investment and redevelopment efforts that complement existing industries, expand our economy, and benefit taxpayers.

The most important thing we can do for Grand Island is to retain and create jobs and investment. That is what the Grand Island Economic Development Program will continue to do for the next ten years for the City of Grand Island.

Need and Purpose

The economic development program is a community tool that encourages and stimulates the growth of quality jobs, attracts permanent investment, broadens the tax base, and diversifies the region's economic base that will lead to new opportunities and options for all citizens, ultimately improving the quality of life for all taxpayers in Grand Island and the surrounding region.

Grand Island's success for long-term growth and prosperity has come with increased diversification with an overall goal of increasing per capita and median household incomes throughout Grand Island and Hall County. Taking into consideration the very low unemployment rates that Hall County has experienced in recent years, our focus will be on attracting capital intensive instead of labor intensive businesses – businesses that hire skilled laborers to complement million-dollar production equipment and machinery. We will be targeting businesses that will provide employment opportunities for those who are underemployed in Hall County and those seeking professional positions.

SECTION I. GENERAL COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY

The Nebraska Legislature, in the Local Option Municipal Economic Development Act Neb. Rev. Statutes 18-2701, et seq., has made the following legislative findings: (1) there is a high degree of competition among states and municipalities in our nation in their efforts to provide incentives for businesses to expand or locate in their respective jurisdictions; (2) municipalities in Nebraska are hampered in their efforts to effectively compete because of their inability under Nebraska law to respond quickly to opportunities or to raise sufficient capital from local sources to provide incentives for business location and expansion decisions which are tailored to meet the needs of the local community; (3) the ability of a municipality to encourage business location and expansion has a direct impact not only upon the economic well-being of the community and its residents but upon the whole State as well; and (4) there is a need to provide Nebraska municipalities with the opportunity of providing assistance to business enterprises in their communities, whether for expansion of existing operations or creation of new businesses, by the use of funds raised by local taxation when the voters of the municipality determine that it is in the best interests of their community to do so.

The City of Grand Island faces stiff competition to recruit businesses to the community and to retain businesses that not only are presently operating in the community but also are considered anchors of the economic vitality of the City.

Prior to the passage of the Grand Island Economic Development Program, the City, through the Grand Island Area Economic Development Corporation, competed as best it could to bring new business and new well-paying jobs to the community, but frankly had less ability to compete by not having available the tools granted by the Local Option Municipal Economic Development Act. The City believed that not having the ability to directly fund economic development activities in the past may have cost jobs and capital investment which otherwise would have been realized.

With the adoption of its economic development program, the City of Grand Island was able to directly contribute to economic development projects and thereby compete successfully for location of manufacturing facilities and other businesses to our community and retain those excellent employers currently within our community. The well-paying jobs and talented employees employed in these fields are critical to Grand Island.

Nebraska's Local Option Municipal Economic Development Act became effective June 3, 1991. The Act authorizes cities and villages to appropriate and spend local sales tax and property tax revenues for certain economic development purposes. In 2011, the Nebraska Legislature added language to the act to allow other sources of revenue to be utilized, including funds generated from

municipally owned utilities or grants, donations, or state and federal funds received by the city. An economic development program formulated by the City to implement this legislation is subject to the vote of the people.

The core of the process involves the formulation of a proposed plan for a local economic development program. The program forms the foundation for the expenditure of local revenues for economic development. As outlined in the legislation, a Citizen Advisory Review Committee appointed by the Mayor and approved by the City Council was created to advise, review, and recommend proposals. This committee would continue in place with the new plan. The Committee will be comprised of seven members. All members must be registered voters in the City of Grand Island. It is recommended that professionals in the fields of accounting, banking and finance, business owners and business professionals be included on the Citizen Advisory Review Committee. At least one member of the Committee shall have expertise or experience in business, finance, and accounting. Members may be removed in the same manner as appointed, subject to City Council approval. The terms of four members will end in even numbered years and the terms of the remaining three members will end in odd numbered years. Eligibility to continue service beyond the initial term is based on City Council approval. No member shall be (1) an elected or appointed City Official, (2) an employee of the City, (3) a member of the Hall County Regional Planning Commission, (4) a participant in a decision making position regarding expenditures of program funds, (5) an official or employee of any qualifying business receiving financial assistance under the Program, or (6) an official or employee of any financial institution participating directly in the Program. Both the City Council President and the City Administrator or designee shall serve as Liaison to the Citizen Advisory Review Committee. All Citizen Advisory Review Committee meetings are subject to open meeting laws. A quorum of four members is required to officially hold a meeting.

The Citizen Advisory Review Committee is required by law to: (a) review the economic development program's function and progress at least once in every six-month period and advise the City Council with regard to the program; and (b) report to the City Council on its findings and suggestions at a public hearing called for that purpose, at least once in every six-month period after the effective date of the ordinance.

An Economic Development Program has been prepared for submission, first to the City Council for a public hearing and City Council approval and, upon Council approval, to the voters of Grand Island. The City intends to use this Program to support economic development within the City.

SECTION II. STATEMENT OF PURPOSE DESCRIBING GENERAL INTENT AND PROPOSED GOALS

The general intent and goal of the Grand Island Economic Development Program is to provide jobs to the citizens of Grand Island, Nebraska, by encouraging and assisting local businesses to expand, create jobs, and invest capital. An additional goal is to recruit businesses which results in creation of jobs and expansion of the tax base. These goals require affordable quality workforce housing and available early childhood care and education programs. To address these needs, the Programs goals include the expansion of workforce housing and early childhood care and education programs.

The impact of the Program will be based on the results attained by the approved applicants. The following are the measurements: jobs created and retained by the approved applicants as measured at the end of ten years, the dollars invested by the approved applicants in fixed assets and business equipment over the ten years and the growth in valuation of the approved applicants' real property.

Each applicant will be considered on its merits, but priority will be given to capital investments, jobs created and/or retained at or above average wage, and benefits for the community such as increased workforce housing and early childcare and education programs.

SECTION III. TYPES OF ECONOMIC ACTIVITIES THAT WILL BE ELIGIBLE FOR ASSISTANCE

A. Definition of Program

Economic Development shall mean any project or program utilizing funds derived from the Program which funds will be expended primarily for providing direct financial assistance to a qualifying non-retail business, the payment of related costs and expenses, and/or through a revolving loan fund. The purpose of the Program is to increase employment opportunities, business investment within the community and greater economic viability and stability.

B. Eligible Activities

The Economic Development Program may include, but shall not be limited to, the following activities:

- 1) A revolving loan fund from which performance based loans will be made to non-retail qualifying businesses on a match basis from the grantee business and based upon job creation and/or retention, said jobs to be above the average wage scale for the community.
- 2) Public works improvements and/or purchase of fixed assets, including potential land grants or real estate options essential to the location or expansion of a qualifying business or for capital improvements when tied to job creation criteria or when critical to retention of jobs of a major employer within the community, which equity investment may be secured by a Deed of Trust, Promissory Note, UCC filing, personal and/or corporate guarantees or other financial instrument.
- 3) The provision of technical assistance to businesses, such as preparation of financial packages, survey, engineering, legal, architectural, or other similar assistance and payment of relocation or initial location expenses.
- 4) The authority to issue bonds pursuant to the Act.
- 5) Grants or agreements for job training.
- 6) Interest buy down agreements or loan guarantees.

- 7) Other creative and flexible initiatives to stimulate the economic growth in the Grand Island area (activities which may be funded through the Economic Development Program or General Fund as authorized by Section 13-315 R.R.S.).
- 8) Commercial/industrial recruitment and promotional activities.
- 9) Payments for salaries and support of City staff or the contracting of an outside entity to implement any part of the Program.
- 10) Tourism related activities.
- 11) Reduction of real estate property taxes for City of Grand Island to stimulate local economy.
- 12) Direct loans or grants to qualifying businesses for fixed assets, working capital or both.
- 13) Grants or loans for the construction or rehabilitation for sale or lease of housing as part of a workforce housing plan of the City.
- 14) Grants, loans, or funds for early childhood infrastructure development.

C. Workforce Housing Plan: The “Workforce Housing Plan” means a program to construct or rehabilitate single-family housing or market rate multi-family housing, which is designed to address a housing shortage that impairs the ability of the City to attract new businesses, or impairs the ability of existing businesses to recruit new employees.

- 1) The City has participated in a Community Housing Study with Strategies for Affordable Housing prepared in 2021 by Hanna:Keelan Associates, P.C. (the “Housing Study”). The Housing Study found that the current housing stock in the City, including both single-family and market rate multi-family housing, was deficient in numbers and quality, and that the City has a housing shortage. Specifically, the Housing Study Affordable workforce housing is a major need in Grand Island and that an estimated 795 total units, consisting of 488 owner and 307 rental units, should be built for the workforce population in the Community.
- 2) The Workforce Housing Plan is intended to include all single-family housing and market rate multi-family housing. No special provisions for housing for persons of low or moderate income are provided for in the Plan.
- 3) Due to the lack of available housing within the City, existing businesses have difficulty in recruiting new employees; and
- 4) Construction costs and the cost of providing infrastructure for housing (to include streets and utilities) are adversely impacting the ability to find housing for persons seeking new or rehabilitated housing in the City.

SECTION IV. DESCRIPTION OF TYPES OF BUSINESSES THAT WILL BE ELIGIBLE

- A. A qualifying business shall mean any corporation, partnership, limited liability company or sole proprietorship that derives its principal source of income from any of the following:
1. The manufacturer of articles of commerce;
 2. The conduct of research and development;
 3. The processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce;
 4. The sale of services in interstate commerce;
 5. Headquarters facilities relating to eligible activities as listed in this section;
 6. Telecommunications activities including services providing advanced telecommunications capability;
 7. The production of films, including feature, independent, and documentary films, commercials, and television programs;
 8. Tourism-related activities;
 9. Construction or rehabilitation of housing;
 10. Early childhood care and education programs; and
 11. Any other activities deemed sufficient to establish eligibility for a Qualifying Business through future amendments to the Act, and incorporated into this Plan and the Program by ordinance of the City Council after amendment to the Act.
- B. A qualifying business must be located within the City limits or the two mile planning and zoning jurisdiction of the City. Any exceptions to this policy must be approved by the City Council.
- C. Qualifying business does not include a political subdivision, a state agency, or other governmental entity.
- D. If a Qualifying Business employs people and carries on activities in more than one city in Nebraska, or will do so at any time during the first year after its application for participation in the Program, it shall only be a Qualifying Business if, in each such city, it maintains employment for the first two years after the date on which the business begins operation in the City as a participant in the Program at a level not less than its average employment level in the other city during the twelve months before participation in the Program.

SECTION V. REVOLVING LOAN FUND/ PERFORMANCE BASED LOANS

- A. The amount of funds available for any single project shall not exceed the amount of funds available under the Economic Development Program during the project term, nor shall it provide for more than fifty percent (50%) of total project costs. An applicant must provide participation and evidence of participation through private funding as distinguished from federal, state, or local funding in the minimum amount of fifteen percent (15%) equity investment. The right is reserved to negotiate the terms and conditions of the loan with each applicant, which terms and conditions may differ substantially from applicant to applicant.
- B. The interest rate shall be negotiated on an individual basis. The term shall not exceed fifteen (15) years for loans used for real estate and building assets and not to exceed seven (7) years for loans involving any other asset category such as furniture, fixtures, equipment, or working capital. Security for loans will include, but will not be limited to, Promissory Notes, a Deed of Trust, UCC filings and personal and/or corporate guarantees as appropriate and may be in a subordinate position to the primary commercial or government lender.
- C. The amount of funds available for any project in excess of \$50,000 will be disbursed to the applicant in a defined schedule.
- D. If the loan is approved as performance based, a qualifying business may be approved to recapture on a grant basis all or a portion of the loan amount as set forth by the approved agreement based upon job creation or retention and economic impact of the project to the community.
- E. A loan repayment schedule providing for monthly, quarterly, or annual payments will be approved in conjunction with project approval. Repayments will be held in the LB-840 Economic Development fund for future projects as approved.
- F. The City Administrator or his/her designee is responsible for auditing and verifying job creation and retention and determines grant credits toward any loans made. No grant credits are available unless pre-approved in the initial application and project approval and no grant credits are available beyond the level initially approved.
- G. The Revolving Loan Fund and its portfolio of loan funds will be audited annually by a selected firm of certified public accountants. The audits will be funded by the Economic Development Fund and the findings will be presented to the Citizens' Review Committee and the City Council.
- H. The City Administrator will be the Program Administrator. The City Administrator may appoint a designee with the consent of the Mayor. The City Finance Director will be responsible for the financial and auditing portions of the plan.

SECTION VI. SOURCE OF FUNDING

The Program will be funded from all legally permissible sources of revenue. The City of Grand Island shall annually appropriate \$950,000 from funds derived directly from local sources of revenue, as defined by Nebraska's Municipal Economic Development Act, for the Economic

Development Program. The City shall not appropriate from the general fund for approved Economic Programs, in any year during which such programs are in existence, an amount in excess of four-tenths of one percent of actual property valuation of the City of Grand Island in the year in which the funds are collected, and further, will be subject to the limitation that no city of the First Class shall appropriate more than two million dollars in any one year. These restrictions shall not apply to the reappropriation of funds that were appropriated but not expended during the previous fiscal years, nor shall they apply to appropriation of funds received from other sources.

If, after five full budget years following initiation of the approved Economic Development Program, less than fifty percent of the money collected from local sources of revenue is spent or committed by contract for the Economic Development Program, the governing body of the City shall place the question of the continuation of the City's Economic Development Program on the ballot at the next regular election.

A. Time Period for Collection of Funds

Annual funding for the program will be \$950,000. These funds will be allocated commencing with the FY 2024 budget year, beginning October 1, 2023, and will continue for 10 years. The annual amount of \$950,000 will be divided each year into incentive and administrative/promotion authorized expense levels. The portion allocated to administrative/promotion will be paid in four quarterly payments to the Grand Island Area Economic Development Corporation ("GIAEDC") which administers the program on behalf of the city.

B. Time Period for Existence of the Program

The Economic Development Program will be in effect beginning October 1, 2023 and will continue for 10 years.

C. Proposed Total Collections from Local Sources

The total amount of City funds derived directly from local sources of revenue to be committed to the Economic Development Fund shall not exceed the following amounts:

<u>Fiscal Year Ending</u>	<u>Appropriation</u>
September 30, 2024	\$950,000
September 30, 2025	\$950,000
September 30, 2026	\$950,000
September 30, 2027	\$950,000
September 30, 2028	\$950,000
September 30, 2029	\$950,000
September 30, 2030	\$950,000
September 30, 2031	\$950,000

September 30, 2032	\$950,000
September 30, 2033	\$950,000
Total:	\$9,500,000

D. Basic Preliminary Proposed Budget

It is anticipated the proposed annual budget of \$950,000 will be allocated to the Economic Development Fund.

SECTION VII. APPLICATION PROCESS FOR FINANCIAL ASSISTANCE TO BUSINESSES

A. Application Process and Selection of Participants.

Businesses seeking assistance will be required to:

1. Complete an application obtained from the GIAEDC or the City of Grand Island.
2. Submit the completed application together with all information as set out below to the GIAEDC or the City of Grand Island. The GIAEDC Board of Trustees will review, along with the Program Administrator, the application and supporting information. The board will make a determination: a) as to the eligibility of the application and organization making the application; b) verify the accuracy of the information provided; c) take action as to approve or deny the application and proposed agreement or forward it to the Citizen Review Committee to approve or deny the application and proposed agreement or forward it to the City Council for action. An overview of the proposed application shall contain sufficient information to make an informed decision yet maintain confidentiality of information that, if released, could cause harm to such business or give unfair advantage to competitors.
3. Approval or disapproval will be based on whether the Applicant is able to show: (a.) eligibility for funding; and (b.) that the type of level of assistance will not unduly enrich the business or be unreasonable in relation to the public benefit to be achieved from the funding. If the recommendation is for disapproval or if unable to make a recommendation, the applicant shall be provided the reasons for the decision.

B. Information Required.

The qualifying applicant shall provide the following information before any application is considered by the GIAEDC Board of Trustees:

1. A business description verifying that the business satisfies program goals and intentions and is an eligible project and company.

2. A business plan for the project.
3. Income statements covering the last three years and pro forma for the next three years.
4. Financing requirements and commitments from financial institutions, investors, etc., relating to the project/purpose being funded.
5. If applying to participate in a loan fund program, the applicant shall provide documentation evidencing its negotiations with one or more primary lenders and the terms upon which it has received or will receive the portion of the total financing for its activities which will not be provided by the Program.
6. A list of key management, employees and their skills and experience related to the project.
7. Certifications as required by the Municipal Economic Development Act and such additional certifications as required by the City of Grand Island, to include but not limited to:
 - (a) Whether the qualifying business has filed or intends to file an application to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for the same project for which the qualifying business is seeking financial assistance under the Local Option Municipal Economic Development Act;
 - (b) Whether such application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue; and
 - (c) Whether such application has been approved under the Nebraska Advantage Act or the ImagiNE Nebraska Act.

The City may consider the information provided under this section in determining whether to provide financial assistance to the qualifying business under the City's Economic Development Program.

C. Verification Process: For each eligible application the GIAEDC will obtain, if available, the following reports and complete the listed examinations:

1. Credit check.
2. Credit Report.
3. Examine information required.
4. Examine internal records.
5. Obtain oral and written verification of application information.

6. Other investigations as may be deemed necessary including evaluating the existence of and the declaration of any conflicts of interest concerning the applicant's eligibility.

Once the information has been compiled, the Plan Administrator will review the application and related information. Additional information may be requested at this time from the applicant.

SECTION VIII. PROCESS TO ENSURE CONFIDENTIALITY OF BUSINESS INFORMATION RECEIVED

In the process of gathering information about a qualifying business, the GIAEDC and City may receive information about the business that is confidential and, if released, could cause harm to such business or give unfair advantage to competitors. The GIAEDC and City shall endeavor to maintain the confidentiality of business records that come into its possession.

To protect businesses applying for assistance and to encourage them to make full and frank disclosure of business information relevant to their application, the GIAEDC and City has or will take the following steps to ensure confidentiality of the information it receives:

1. City Code §38-10 has been enacted to make such information confidential and punishes disclosure in violation of State or City law by any City elected or appointed officials, City employees, GIAEDC employees, and members or the Citizen Advisory Review Committee;
2. The GIAEDC office will maintain the files and will be primarily responsible for their safekeeping and any distribution of information contained therein; and
3. Require personnel involved in the Program Review, including GIAEDC staff, GIAEDC Board of Trustees, Citizen Advisory Review Committee, and City staff, to sign statements of confidentiality regarding all personal and private submittals by qualified businesses.

SECTION IX. ADMINISTRATION SYSTEM FOR ECONOMIC DEVELOPMENT PROGRAM

A. Program Administration

1. GIAEDC will administer the program on behalf of the City. If that organization were to no longer exist, the City reserves the right to administer the Program itself or name a new agent who would perform the administration functions of the Program.
2. The Citizen Advisory Review Committee will hold at least one meeting in every six-month period to review the functioning and process of the Economic Development Program and advise the City Council with regard to the Program. The Citizen Review Committee will track participating businesses' employment figures for two years if said businesses employ persons in other Nebraska communities.
3. The Program Administrator, in cooperation with the GIAEDC President, will review on a quarterly basis, the progress of ongoing projects to ensure the qualifying businesses are complying with the terms of any approved project.

4. The Program Administrator, in cooperation with the GIAEDC President, will advise the Mayor and City Council on a semi-annual basis regarding the status of ongoing activities in the Economic Development Program.
5. A 3% fee will be retained by the City of Grand Island for program administration.

B. Revolving Loan Program Administrator

1. Provide to the City Council on a quarterly basis an account of the status of:
 - a. Each outstanding loan.
 - b. Program income.
 - c. Quarterly updates of current investments of unexpended funds (Section 18-2720)
2. Keep records on accounts and compile reports that include:
 - a. Name of borrower
 - b. Purpose, date, amount, and basic terms of loan.
3. Payments made to date and current balance due. (Section 18-27200)
4. Regularly monitor each loan's status and, with cooperation from the City Council and primary lender(s), take appropriate action on any delinquent loans. (Section 18-2720)

SECTION X. PROCESS TO ASSURE LAWS, REGULATIONS AND REQUIREMENTS ARE MET BY THE CITY AND QUALIFYING BUSINESSES

The City will assure that all applicable laws, regulations, and requirements are met by the City and the qualifying businesses that will receive assistance as follows:

A. Program Review

The Ordinance establishing the Program shall provide for the ongoing existence of a Citizen Advisory Review Committee to:

1. Review the functioning and progress of the Economic Development Program at meetings as set forth by ordinance and to advise City Council with regard to the Program,
2. Report to the City Council on its findings and suggestions at a public hearing called for that purpose at least once in every six-month period after the effective date of the ordinance; and
3. Maintain confidentiality of all business information supplied by applicants pursuant to City Code §38-10.

B. Monitor Participating Businesses

The Program Administrator, in cooperation with the GIAEDC President or appointed contract loan administrator, will conduct reviews on a quarterly basis to ensure that qualifying businesses are following the appropriate laws and regulations and meeting the terms and conditions of assistance.

C. Monitor Regulatory Changes

The City Attorney will be responsible for keeping the City informed of relevant changes in the law that could affect the Economic Development Program and will review Agreements, Deeds, Leases, Deeds of Trust, Promissory notes, security documents, personal and/or corporate guarantees, and other documents relating to specific projects or to the Program as a whole.

The City Attorney will prepare, at the City's expense, all legal and binding agreements for potential City Council approval.

D. Audit

The City shall provide for an annual, outside, independent audit of its Economic Development Program by a qualified private auditing business.

SECTION XI. PURCHASE OF REAL ESTATE OR OPTION TO PURCHASE

If real estate is to be purchased or optioned by the City under the Program, it should meet the following general criteria:

1. Be properly zoned with no excessive easements, covenants, or other encumbrances;
2. Should conform and be able to be re-zoned to comply with the City's or County's Comprehensive Plan;
3. Should have commercial or industrial development potential within a ten-year period; and
4. Must be located within the City limits or the two mile planning and zoning jurisdiction of the City unless an exception is granted by City Council.

Any decision to purchase land will be made in a manner consistent with that used to approve applications for financial assistance as detailed in Section VII. Any proposal to purchase land must be approved by the GIAEDC Board, the Citizen Review Committee, and the City Council. The proceeds from the future sale of such land shall be returned to the Economic Development Program Fund for reuse for any activities eligible in the Program or for additional land purchases.

SECTION XII. INVESTMENT OF ECONOMIC DEVELOPMENT FUND

The City shall establish a separate Economic Development Program Fund. All funds derived from local sources of revenue for the Economic Development Program, any earnings from the investment of such funds, any loan payments, any proceeds from the sale by the City of assets purchased by the City under its Economic Development Program, or other money received by the

City by reason of the Economic Development Program shall be deposited into the Economic Development Fund. No money in the Economic Development Program Fund shall be deposited in the General Fund of the City except as provided by statute. A 3% administrative fee will be retained by the City for program administration. The City shall not transfer or remove funds from the Economic Development Fund other than for the purposes prescribed in the Act and this Program, and the money in the Economic Development Fund shall not be co-mingled with any other City funds. Any money in the Economic Development Fund not currently required or committed for the purposes of Economic Development shall be invested as provided in Section 77-2341 R.R.S. Nebraska. In the event the Economic Development Program is terminated, any funds remaining will be transferred as provided by statute to the General Fund of the City.

SECTION XIII. AMENDMENT

This Plan shall be amended only to (1) add or remove a Qualifying Business, to the extent recommended by the Citizen Advisory Committee, (2) make corrective changes to comply with the Act; or (3) make corrective changes to comply with other state or federal laws. Any such amendment shall first require notice and a public hearing and shall be approved by a 2/3 vote of the members of the City Council. No other amendment shall occur without submitting the proposed changes to a new vote of the registered voters of the City, except as otherwise permitted by law.

ORDINANCE NO. 9908

An ordinance to adopt an economic development program for the City of Grand Island; to amend Chapter 38, Section 38-1 of the Grand Island City Code; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. The City Council of Grand Island, Nebraska, hereby renews the City of Grand Island Economic Development Program as set forth in Exhibit "A" to Resolution 2022-132, a copy of which is attached hereto and incorporated herein by this reference, and to annually appropriate for the program Nine Hundred and Fifty Thousand Dollars (\$950,000.00) from local sources of revenue for a period of ten (10) years commencing October 1, 2023.

SECTION 2. Grand Island City Code Chapter §38 Section 38—1 is amended as follows:

The mayor and city council have by ordinance adopted an economic development program for the City of Grand Island as authorized by the Local Option Municipal Economic Development Act, R.R.S. 1943, §18-2701, et seq. —The current Economic Development Program of the City of Grand Island ~~is marked as Exhibit "A" attached hereto and incorporated herein by references~~ shall be available for public inspection in the office of the City Clerk and posted on the City's web site.

SECTION 3. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

Approved as to Form	☐ _____
November 30, 2022	☐ City Attorney

ORDINANCE NO. 9905 (Cont.)

SECTION ~~34~~. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent.

Enacted: December 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item F-2

#9909 - Consideration of Adding Article XI to Chapter 23 of the Grand Island City Code, Providing for the Levy of a Retail Business Occupation Tax for a Redevelopment Project

This item relates to Resolution I-6.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: December 6, 2022

Subject: Redevelopment Contract for CRA Area #28 Woodsonia Hwy. 281, LLC – Conestoga and Occupation Tax Ordinance

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 and RD Residential Development zone. On November 22, 2022 the Grand Island City Council approved a redevelopment plan for this project. That plan designated an Enhanced Employment Area and as such Council is authorized to impose an occupancy tax on the area to aid in redevelopment.

Staff has prepared a redevelopment contract including all of the elements of the approved redevelopment plan including: the use of Tax Increment Financing, declaration of an Enhanced Employment Area with an associated occupation tax, and grants from the City of Grand Island, Grow Grand Island and the Community Redevelopment Authority of the City of Grand Island.

• TIF Authorized	\$26,257,000
• EEA Authorized	\$36,763,000
• City Grant for reimbursement of public infrastructure	\$5,500,000
• Grow Grand Island Grant	\$1,000,000
• CRA Grant	\$4,000,000

Discussion

A resolution has been prepared to approve the contract. This contract will involve the City of Grand Island, the Community Redevelopment Authority and the Developer. The resolution authorizes the Mayor to sign the contract subject to the following contingencies:

- A. Developer shall have closed on the purchase of the land within Redevelopment Area No. 28 and shall be the owner in fee simple of such land; and
- B. Developer shall provide written documentation of a contract between Developer and the entity that has been targeted as the “new to market approximately 150,000 SF retailer positioned on the southern portion of the redevelopment site” for its participation in the Redevelopment Project;

In addition to the Resolution authorizing the Mayor to sign the contract, Staff has prepared an ordinance to levy a 1.5% occupation tax on all sales on lots 1-12 of Conestoga Mall Ninth Subdivision (all areas of the subdivision excepting lot 13 which is approved for apartments). The occupation tax ordinance would not become effective until after the same contingencies are met and a period of at least 60 days to notify the retailers in the area and give them time to prepare to begin collecting the taxes.

Some key provisions in the contract include:

The City will reimburse the developer up to \$5,500,000 for eligible public improvements in public easements or rights of way. These include costs associated with building 16th Street and Overland Drive to city street standards and cost of relocating and replacing storm water detention cells along with installation of city sewer and water across the site.

The developer will build up to 250 apartments on lot 13 of the subdivision. Final numbers will be based on an approved development plan and zoning amendment.

The developer will complete the apartments, main mall building rehabilitation and anchor store before December 31, 3030 or annual payments from the CRA will cease.

Two action items have been prepared for Council’s consideration. The first is a resolution approving the form of the redevelopment contract and authorizing the Mayor to execute the contract upon satisfaction of the two contingencies previously placed by the Council on the implementation of the Redevelopment Plan. The second is an ordinance imposing an occupation tax on general retail businesses located within the Enhanced Employment Area and effective on the date that is established in the Redevelopment Contract.

Alternatives

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

- 1. Move to approve the resolution and after approval consider a motion to approve the occupation tax ordinance
- 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 and authorize the Mayor to sign the redevelopment contract upon the developer meeting the contingencies. City administration then recommends that the Council approve the Ordinance imposing an occupation tax within the Enhanced Employment Area.

Sample Motions

1. Move to approve the resolution authorizing the Mayor to sign the redevelopment contract upon the developer satisfying specified contingencies.
2. Move to approve the Ordinance imposing an occupation tax within the Enhanced Employment Area.

ORDINANCE NO. 9909

An ordinance adding a new Article XI to Chapter 23 of the Grand Island City Code; providing for the levy of a retail business occupation tax for a redevelopment project; establishing definitions; providing for the administration, collections, returns; delinquencies and recovery of unpaid occupation taxes; specifying the use of such occupation tax revenue; providing a sunset provision for the collection of such occupation tax; providing for publication and an effective date of this ordinance; and other matters related thereto.

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, ("City") has determined it to 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, on November 22, 2022, by Resolution No. 2022-341, the City Council of the City ("Council") as authorized by the Act, approved the Site Specific Redevelopment Plan for Redevelopment Area No. 28 (the "Redevelopment Plan"), which, in part, provides for the redevelopment of a commercial shopping center (the "Redevelopment Project") between 13th Street and State Street and between U.S. Highway 281 and Webb Road in the Redevelopment Project Area as shown on Exhibit "A" (attached hereto and incorporated herein by reference); and

WHEREAS, the Redevelopment Plan and Resolution No. 2022-341 provide for the designation of the Redevelopment Project Area shown on Exhibit "A" as an "enhanced

Approved as to Form	▣ _____
December 2, 2022	▣ City Attorney

ORDINANCE NO. 9909 (Cont.)

employment area” as defined in Section 18-2103(22) of the Act (the “Enhanced Employment Act Area”); and

WHEREAS, pursuant to Section 18-2142.02 of the Act, the City is authorized to agree to and to levy and collect a general business occupation tax upon the businesses and users of space within the Enhanced Employment Act Area for the purpose of paying all or any part of the costs and expenses of the Enhanced Employment Act Project within the Enhanced Employment Act Area and Woodsonia Hwy 281, LLC (the “Developer”) on behalf of itself and its successors and assigns has requested that the City levy and collect such a tax within the Enhanced Employment Act Area; and

WHEREAS, the City Council has determined it is necessary, desirable, advisable, and in the best interests of the City that a general business occupation tax be imposed within the Enhanced Employment Act Area as provided by the Act for the purposes set forth herein.

NOW THEREFORE,

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

SECTION 1. There is hereby added a new Article XI to Chapter 23 of the Grand Island City Code as follows:

Article 23-XI Enhanced Employment Act Area Tax – CRA 28

§23-115. Definitions.

As used in this Article, the following words and phrases shall have the meanings ascribed to them in this Article, except where the context clearly indicates or requires a different meaning:

ORDINANCE NO. 9909 (Cont.)

- A. Person means any natural person, individual, partnership, association, organization or corporation of any kind or character engaging in the business of operating a General Retail Business.
- B. General Retail Business means any activity engaged in by any Person or caused to be engaged in by such Person in which products or services are sold, leased or rented for any purpose other than for resale, sublease or subrent, except that "General Retail Business" shall not mean any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4008 of the Nebraska Revised Statutes or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes.
- C. Taxpayer shall mean any Person engaged in the business of operating a General Retail Business as herein defined who is required to pay the tax herein imposed.

§23-116. Tax Imposed; Collection of Tax.

- A. On or after the effective date of this tax and in each calendar month thereafter there is hereby imposed a retail business occupational tax upon each and every Person operating a General Retail Business within the Enhanced Employment Act Area for any period of time during a calendar month. The amount of such tax shall be one and one-half percent (1.50%) of all General Retail Business transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the General Retail Business subject to this tax. Such tax shall be imposed on transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act resulting from the sales of products or services within the limits of the Enhanced Employment Act Area which are subject to the sales and use tax imposed by the State of Nebraska, except that no occupation tax shall be imposed on any

ORDINANCE NO. 9909 (Cont.)

transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-146, 77-2602 or 77-4008 of the Nebraska Revised Statutes or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes.

- B. The Person engaged in operating a General Retail Business may itemize the tax levied on a bill, receipt, or other invoice to the purchaser, but each Person engaged in such business shall remain liable for the tax imposed by this Article.

§23-117. Business Classifications.

Pursuant to Section 18-2142.02 of the Act, the City hereby makes the following classifications of businesses, users of space, or kinds of transactions for purposes of imposing the occupation tax:

- A. General Retail Business: means any activity engaged in by an Person or caused to be engaged in by such Person in which products or services are sold, leased or rented for any purpose other than for resale, sublease or subrent, except that “General Retail Business” shall not mean any transaction which is subject to tax under Sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-146, 77-2602 or 77-4008 of the Nebraska Revised Statutes, as amended, or which is exempt from tax under Section 77-2704.24 of the Nebraska Revised Statutes, as amended.
- B. Non-Occupation Tax Retail: means users of space, or kinds of transactions where an occupations tax cannot be imposed pursuant to Section 18-2142.02 of the Act, which includes, but is not limited to 1) manufacturers or wholesalers of alcoholic liquor; 2) producers, suppliers, distributors, wholesalers, or importers of motor fuel and/or gasoline; 3) stamping agents engaged in distributing or selling cigarettes at wholesale; 4) the first owner of tobacco products in the state of Nebraska; and 5) the gross receipts from the sale, lease, or

ORDINANCE NO. 9909 (Cont.)

rental of and the storage use, or other consumption of food or food ingredients except for prepared food and food sold through vending machines.

C. Other: businesses that are not either General Retail or Non-Occupation Tax Retail.

§23-118. Return.

Each and every Person engaged in the operation of a General Retail Business within the Enhanced Employment Act Area upon the effective date of this tax as stated in the ordinance and Redevelopment Contract for the Enhanced Employment Act Area, and for each and every month thereafter, shall prepare and file, on or before the 25th day of the following month thereafter on a form prescribed and furnished by the City Finance Director, a return for such month, and at the same time pay to the City the tax herein imposed. The return shall be verified and sworn to by the officer in charge of the business. The return shall be considered filed on time if mailed in an envelope properly addressed to the City Finance Director, postage prepaid and postmarked before midnight of the 25th day of the appropriate month.

§23-119. Tax Cumulative.

- A. The levy of the tax under this Article is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other ordinances of the City, in addition to any fee, tax, excise or license imposed by the State of Nebraska.
- B. Payment of the tax imposed by this Ordinance shall not relieve the Person paying the same from payment of any other tax now or hereafter imposed by contract or ordinance or by this Ordinance, including those imposed for any business or occupation he or she may carry on, unless so provided therein. The occupational tax imposed by this Ordinance shall be cumulative except where otherwise specifically provided.

ORDINANCE NO. 9909 (Cont.)

§23-120. Use of Revenue.

The one and one-half percent (1.50%) occupation tax imposed by this Ordinance, less an administrative fee of 0.50% retained by the City, shall be used only to fund the indebtedness issued by the CRA pursuant to the provisions of Section 18-2124 of the Act, for which such occupation tax receipts have been pledged for the benefit of the Enhanced Employment Act Project and pursuant to the City's lawful authority under the Act.

§23-121. Failure to File Return; Delinquency; Assessment by the City Finance Director.

- A. If any person neglects or refuses to make a return or payment of the taxes as required by this article, the Finance Director shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal to ten percent (10%) thereof, together with interest on such delinquent taxes, at the rate of one percent (1%) per month, or fraction thereof from the date when due.
- B. The City Finance Director shall give the delinquent Taxpayer written notice of such estimated taxes, penalty, and interest, which notice must be served personally or by certified mail.
- C. Such estimate shall thereupon become an assessment and such assessment shall be final and due and payable from the Taxpayer to the City Finance Director ten (10) days from the date of service of the notice or the date of mailing by certified mail; however, within such ten (10) day period the delinquent Taxpayer may petition the City Finance Director for a revision or modification of such assessment and shall, within such ten-day (10) period, furnish the City Finance Director the facts and correct figures showing the correct amounts of such taxes.

ORDINANCE NO. 9909 (Cont.)

- D. Such petition shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the Taxpayer.
- E. The City Finance Director may then modify such assessment in accordance with the facts which he or she deems correct. Such adjusted assessment shall be made in writing, and notice thereof shall be mailed to the Taxpayer within ten (10) days; and all such decisions shall become final upon the expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for appeal in the District Court.

§23-122. Administration; Miscellaneous Provision.

- A. The administration of the provisions of this Ordinance are hereby vested in the City Finance Director, or designee, who shall prescribe forms in conformity with this Ordinance for the making of returns, for the ascertainment, assessment and collection of the tax imposed hereunder, and for the proper administration and enforcement hereof.
- B. All notices required to be given to the Taxpayer under the provisions of this Ordinance shall be in writing. Notices shall be mailed by registered or certified mail, postage prepaid, return receipt requested, to the Taxpayer at their last known address.
- C. It shall be the duty of every Taxpayer to keep and preserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which they are liable hereunder.
 - 1. Records of the transactions which the State of Nebraska is authorized to impose a tax allowed by the Nebraska Local Option Revenue Act by which this tax is measured shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax.

ORDINANCE NO. 9909 (Cont.)

2. It shall be the duty of every Taxpayer to keep and preserve for a period of four (4) years all such books, invoices and other records, which shall be open for examination at any time by the City Finance Director or duly designated persons. If such Person keeps or maintains his books, invoices, accounts or other records, or any thereof, outside of the state, upon demand of the City Finance Director they shall make the same available at a suitable place within the City, to be designated by the City Finance Director, for examination, inspection and audit by the City Finance Director or duly authorized persons. The Taxpayer shall reimburse the City for the reasonable costs of examination, inspection and audit if the City Finance Director determines that the Taxpayer paid ninety percent or less of the tax owing for the period of the examination.
 3. The City Finance Director, in their discretion, may make, permit or cause to be made the examination, inspection or audit of books invoices accounts or other records so kept or maintained by such Person outside of the state at the place where same are kept or maintained or at any place outside the state where the same may be made available, provided such Person shall have entered into a binding agreement with the City to reimburse it for all costs and expenses incurred by it in order to have such examination, inspection or audit made in such place.
- D. For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax due from any Person, the City Finance Director or their duly authorized persons, may conduct investigations concerning any matters covered by this Ordinance; and may examine any relevant books, papers, records or memoranda of any such Person.

ORDINANCE NO. 9909 (Cont.)

§23-123. Recovery of Unpaid Tax by Action at Law

- A. The City Finance Director may also treat any such taxes, penalties or interest due and unpaid as a debt due the City.
- B. In case of failure to pay the taxes, or any portion thereof, or any penalty or interest thereon when due, the City may recover at law the amount of such taxes, penalties and interest in any court of Hall County, Nebraska or of the county wherein the Taxpayer resides or has its principal place of business having jurisdiction of the amounts sought to be collected.
- C. The return of the Taxpayer or the assessment made by the City Finance Director, as herein provided, shall be prima facie proof of the amount due.
- D. The City Attorney may commence an action for the recovery of taxes due under this Ordinance and this remedy shall be in addition to all other existing remedies, or remedies provided in this Ordinance.

§23-124. Suspension or Revocation of Licenses for Failure to Pay Tax; Hearing.

If the Mayor or the Mayor's designee, after holding a hearing, shall find that any Person has willfully evaded payment or collection and remittance of the tax imposed by this Ordinance, such official may suspend or revoke any City license, permit or other approval held by such tax evader. Such Person shall have an opportunity to be heard at such hearing to be held not less than seven (7) days after notice is given of the time and place of the hearing to be held, addressed to the last known place of business of such Person. Pending the notice, hearing and finding, any licensee, permit or other approval issued by the City to the Person may be temporarily suspended. No suspension or revocation hereunder shall release or discharge the Person from civil liability for the payment or collection and remittance of the tax, nor from prosecution for such offense.

ORDINANCE NO. 9909 (Cont.)

§23-125. Sunset Provision.

The occupation tax imposed by this Ordinance shall terminate and collection of the tax shall cease upon the earlier of 1) payment in full of all indebtedness issued by the CRA pursuant to the provisions of Section 18-2124 of the Act, for which such occupation tax receipts have been pledged; or, 2) thirty (30) years after the effective date of the occupation tax in the Enhanced Employment Area, as provided for in the Redevelopment Contract between City and Developer.

SECTION 2. EFFECTIVE DATE OF OCCUPATION TAX This occupation tax within the Enhanced Employment Area shall be effective and payable to the City upon the first day of the month that is sixty days after the date that the Developer has (1) acquired fee title to the Redevelopment Project Property; and (2) entered into a purchase agreement with a retail company, whose stock is publicly traded, for the sale of Lot 3 of the Conestoga Mall Ninth Subdivision in Grand Island, Hall County, Nebraska.

SECTION 3. EFFECTIVE DATE OF ORDINANCE This Ordinance shall be in full force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: December 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item G-1

Approving Request from Hall County Livestock Improvement Association dba Fonner Park, 700 E. Stolley Park Road for an Addition to their Class “CK-78819” Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 6, 2022

Subject: Request from Hall County Livestock Improvement Association dba Fonner Park, 700 E. Stolley Park Road for an Addition to their Class “CK-078819” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

Hall County Livestock Improvement Association dba Fonner Park, 700 E. Stolley Park Road has submitted an application for an addition to their Class “CK-078819” Liquor License. The request is to add back the area under the grandstands previously deleted for the temporary casino.

Discussion

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, and Health Departments.

The request is to add the area under the grandstands previously deleted at the October 25, 2022 City Council meeting. Staff is recommending approval contingent upon final inspections.

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 the application contingent upon final inspections.

Sample Motion

Move to approve the application for an addition to Hall County Livestock Improvement Association dba Fonner Park, 700 E. Stolley Park Road Liquor License "CK-078819" for the area under the grandstands previously deleted for the temporary casino on October 25, 2022.



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item G-2

#2022-342 - Approving Surety Bonds for Mayor and City Councilmembers

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: December 6, 2022
Subject: Bonds for Elected Officials
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Chapter 2-23 specifies as follows:

Bonds for Elected Officials:

Before entering upon the duties of their office, the following named elective officers of the city are hereby required to give bonds and security as provided by law for the faithful performance of their duties, which bonds shall be approved by the city council and shall be given for the following sums:

Mayor	\$20,000
City Council Member	\$ 1,000

Discussion

The City Clerk has contacted Ryder Rosacker McCue & Huston Insurance of Grand Island, Nebraska who has supplied the bonds for newly elected Mayor Roger G. Steele, Councilmembers Jack Sheard, Maggie Mendoza, Jason Conley, Mitchell Nickerson, and Doug Lanfear. See attached.

Alternatives

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

1. Move to approve the bonds
2. Refer the issue to a Committee
3. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the elected officials bonds.

Sample Motion

Move to approve the newly elected officials bonds for Mayor Roger G. Steele, Councilmembers Jack Sheard, Maggie Mendoza, Jason Conley, Mitchell Nickerson, and Doug Lanfear.



Western Surety Company

Schedule

Bond No.: 70281414

Principal Name: City of Grand Island

Effective Date: November 30, 2022

This schedule is in replacement of and not in addition to any previous schedule issued for the bond referenced above. The liability of WESTERN SURETY COMPANY shall not be cumulative and shall not exceed the Penalty Amount for Each Position of the bond in effect as to any Employee or Officer when the dishonest act of the Employee or Officer shall have been committed.

Name	Position	No. of Officers or Employees in Each Position	Penalty Amount for Each Position	Annual Premium for Each Position*
See Attached Schedule				
***** End of Schedule *****				

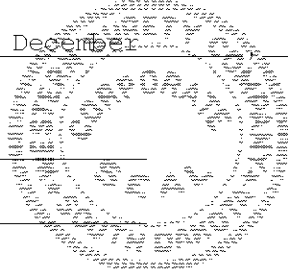
*Premium charged will be prorated based on the effective date of the change and the term dates of the bond.

Dated this 1st day of December, 2022.

Accepted

By _____

Official Title _____



WESTERN SURETY COMPANY

By Paul T. Bruffat

Paul T. Bruffat, Vice President

Form F9540

Bond No. 70281414

City of Grand Island

RaNae Edwards	City Clerk	\$10,000	\$35
Mitch Nickerson	City Council	\$1,000	\$3.50
Chuck Haase	City Council	\$1,000	\$3.50
Mike Paulick	City Council	\$1,000	\$3.50
Bethany Guzinski	City Council	\$1,000	\$3.50
Mark Stelk	City Council	\$1,000	\$3.50
Roger Steele	Mayor	\$20,000	\$70
Jason Conley	City Council	\$1,000	\$3.50
Michelle Fitzke	City Council	\$1,000	\$3.50
Patrick Brown	Finance Director/Treasurer	\$120,000	\$425
Jerry Janulewicz	City Administrator	\$20,000	\$70
Brian Schultz	Assistant Finance Director	\$120,000	\$425
Maggie Mendoza	City Council	\$1,000	\$3.50
Jack Sheard	City Council	\$1,000	\$3.50
Doug Lanfear	City Council	\$1,000	\$3.50

RESOLUTION 2022-342

WHEREAS, Grand Island City Code Chapter 2-23 requires bonds and security for the Mayor and City Councilmembers before entering upon the duties of their office; and

WHEREAS, the bonds and security as provided by law are for the faithful performance of their duties; and

WHEREAS, these bonds shall be approved by the city council in the amount of \$20,000 for the Mayor and \$1,000 for each Councilmember; and

WHEREAS, Ryder Rosacker McCue & Huston Insurance of Grand Island, Nebraska has supplied the bonds and security for newly elected Mayor Roger G. Steele, Councilmembers Jack Sheard, Maggie Mendoza, Jason Conley, Mitchell Nickerson, and Doug Lanfear.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bonds and surety for newly elected Mayor Roger G. Steele, and Jack Sheard, Maggie Mendoza, Jason Conley, Mitchell Nickerson, and Doug Lanfear be approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
December 2, 2022	▣ City Attorney



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item G-3

#2022-343 - Approving Change Order No. 2 for North Road Paving Improvements; Project No. 2019-P-5 (Phase II)

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: December 6, 2022

Subject: Approving Change Order No. 2 for North Road Paving Improvements; Project No. 2019-P-5 (Phase II)

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$3,282,035.30 contract on January 26, 2021, via Resolution No. 2021-17, for the North Road Paving Improvements; Project No. 2019-P-5 (Phase II).

On August 10, 2021, via Resolution No. 2021-198, Grand Island City Council approved Change Order No. 1 in the amount of \$41,250.00 to address unsuitable soil. Change Order No. 1 increased the contract to \$3,323,285.30.

The North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 is for the improvement of North Road from just north of 13th Street to Highway 2. The Engineering Division of the Public Works Department proposed a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements needed to complete the project.

Discussion

Change Order No. 2, in the amount of \$47,179.60, for North Road improvements is being requested to rectify quantities and account for the additional work necessary to establish grass in the project area. This results in a revised total contract amount of \$3,370,464.90, 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. 2. Staff now seek City Council ratification of Change Order No. 2 and the appropriate of the additional \$47,179.60 for a total contract value of \$3,370,464.90.

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 The Diamond Engineering Company for North Road Paving Improvements; Project No. 2019-P-5 (Phase II) to \$3,370,464.90.

Sample Motion

Move to approve the resolution ratifying Change Order No. 2 and increasing the amount of the contract with The Diamond Engineering Company for North Road Paving Improvements; Project No. 2019-P-5 (Phase II) to \$3,370,464.90.



CHANGE ORDER NO. 2

PROJECT: North Road Paving Improvements; Project No. 2019-P-5 (Phase II)

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$3,282,035.30

CONTRACT DATE: February 1, 2021

Rectify final quantities and compensation for watering grass.

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
Change Order No. 2					
A-5	Crushed Concrete	-150.00	TONS	\$ 37.95	\$ (5,692.50)
A-6	3" Crushed Surface Course	-12.00	TONS	\$ 45.00	\$ (540.00)
A-10	6" Concrete Driveway	+160.00	SY	\$ 42.15	\$ 6,744.00
A-11	5" Concrete Sidewalk	+4,751.00	SF	\$ 4.05	\$ 19,241.55
A-12	4" Colored Imprinted Concrete	+250.00	SY	\$ 59.25	\$ 14,812.50
A-14	Construct Concrete Curb and Gutter	+8.00	LF	\$ 19.85	\$ 158.80
A-15	Detectable Warning Panels	+206.00	SF	\$ 17.00	\$ 3,502.00
A-16	Temporary Surfacing	+90.00	SY	\$ 18.95	\$ 1,705.50
A-17	Temporary Pavement	-1,250.00	SY	\$ 30.95	\$(38,687.50)
A-19	Remove Sidewalk	+2,134.00	SF	\$ 0.80	\$ 1,707.20
A-23	12" Yellow Pavement Marking, Grooved	-80.00	LF	\$ 12.30	\$ (984.00)
A-25	12" White Pavement Marking Grooved	-11.00	LF	\$ 12.30	\$ (135.30)
A-29	Install Sign and Post	-1.00	EA	\$ 295.00	\$ (295.00)
A-33	Remove Tree	-2.00	EA	\$ 450.00	\$ (900.00)
A-34	Remove Fence	-122.00	LF	\$ 1.55	\$ (189.10)
A-35	Temporary Fence	-146.00	LF	\$ 5.60	\$ (817.60)
A-36	Reset Fence	-421.00	LF	\$ 9.60	\$ (4,041.60)
A-38	Hydro-Seeding, Fertilizer and Mulch	+20,340.00	SF	\$ 0.15	\$ 3,051.00
A-39	Sodding	-30,112.00	SF	\$ 0.40	\$(12,044.80)
A-43	Dewatering	+0.532	LS	\$ 30,000.00	\$ 15,960.00
A-44	Lawn Sprinkler Systems	+0.120	LS	\$ 60,000.00	\$ 7,200.00
B-2	Remove Storm Sewer Pipe	+247.00	LF	\$ 4.10	\$ 1,012.70
B-6	6" PVC Storm Sewer	-5.00	LF	\$ 13.75	\$ (68.75)
B-7	12" HDPE Storm Sewer	-3.00	LF	\$ 22.00	\$ (66.00)
B-8	15" RCP, Class III	-24.00	LF	\$ 40.00	\$ (960.00)
B-9	18" RCP, Class III	+111.00	LF	\$ 41.00	\$ 4,551.00
B-12	36" RCP, Class III	+346.00	LF	\$ 95.00	\$ 32,870.00
B-15	36" Round Equivalent (RE) RCP, Class III	+4.00	LF	\$ 123.00	\$ 492.00
B-21	Storm Sewer Manhole	+2.00	EA	\$ 4,750.00	\$ 9,500.00
B-22	Storm Sewer Concrete Plug	+2.00	EA	\$ 125.00	\$ 250.00
B-24	Concrete Collar	+3.00	EA	\$ 470.00	\$ 1,410.00
B-25	15" RCP Flared End Section	-4.00	EA	\$ 630.00	\$ (2,520.00)
B-28	Connect to Existing Sump Pump Line	+3.00	EA	\$ 205.00	\$ 615.00
B-29	Storm Sewer Incasement	-13.00	LF	\$ 34.00	\$ (442.00)
C-4	5'-6" Bury Fire Hydrant	-1.00	EA	\$ 3,120.00	\$ (3,120.00)

C-5	1" Copper Water Service Line	-92.00	LF	\$ 17.50	\$ (1,610.00)
C-6	1" Curb Stop and Box	-5.00	EA	\$ 300.00	\$ (1,500.00)
C-7	Connect to Existing Water Service	-11.00	EA	\$ 290.00	\$ (3,190.00)
C-8	Remove Existing Service	-5.00	EA	\$ 200.00	\$ (1,000.00)
C-9	16" Line Valve	+0.29	EA	\$ 4,300.00	\$ 1,247.00
C-11	8" Line Valve	+1.00	EA	\$ 1,480.00	\$ 1,480.00
C-12	Valve Box	+5.00	EA	\$ 160.00	\$ 800.00
C-13	16" Retainer Gland	-10.85	EA	\$ 210.00	\$ (2,278.50)
C-16	6" Retainer Gland	+7.00	EA	\$ 55.00	\$ 385.00
C-17	16" Sleeve Coupling/ Solid Sleeve	-1.890	EA	\$ 550.00	\$ (1,039.50)
C-19	8" Sleeve Coupling/ Solid Sleeve	-2.00	EA	\$ 245.00	\$ (490.00)
C-20	16" CIP Water Main	-18.00	LF	\$ 90.00	\$ (1,620.00)
C-23	6" CIP Water Main	-20.00	LF	\$ 40.00	\$ (800.00)
C-24	Water Main Removal	-137.00	LF	\$ 7.50	\$ (1,027.50)
C-25	1" Temporary Sample Tap	-3.00	EA	\$ 500.00	\$ (1,500.00)
C-29	Remove and Salvage Valve	-1.00	EA	\$ 160.00	\$ (160.00)
C-30	6" Plug, MJ	-1.00	EA	\$ 115.00	\$ (115.00)
C-31	Thrust Block	-25.00	EA	\$ 195.00	\$ (4,875.00)
C-32	6" x 90 Degree Bend, MJ	+2.00	EA	\$ 200.00	\$ 400.00
C-33	16" x 22.5 Degree Bend, MH	-5.29	EA	\$ 900.00	\$ (4,761.00)
C-36	6" x 6" x 6" Tapping Sleeve and 6" Tapping Valve	-1.00	EA	\$ 2,800.00	\$ (2,800.00)
C-38	16" x 6" x 16" Tapping Sleeve and 6" Tapping Valve	-1.00	EA	\$ 3,670.00	\$ (3,670.00)
D-1	Adjust Sanitary Manhole to Grade	+1.00	EA	\$ 1,550.00	\$ 1,550.00
CO1-1	Over Excavation	+290.00	CY	\$ 12.25	\$ 3,552.50
CO1-2	Sand Fill	+290.00	CY	\$ 15.25	\$ 4,422.50
CO2-1	Water Grass- North Road (3 weeks)	+1.00	LS	\$ 12,500.00	\$ 12,500.00
Change Order No. 2 Total =					\$ 47,179.60

Contract Price Prior to this Change Order..... \$3,282,035.30

Net Increase Resulting from Change Order No. 1..... \$ 41,250.00

Net Increase Resulting from this Change Order..... \$ 47,179.60

Revised Contract Price Including this Change Order..... \$

3,370,464.90

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ Date _____

Approval Recommended:

By _____ Date _____

Approved for the City of Grand Island, Nebraska

By _____ **Date** _____
Mayor

Attest _____
City Clerk

RESOLUTION 2021-343

WHEREAS, on January 26, 2021, via Resolution No. 2021-17, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska (the "Contractor") a contract in the amount of \$3,282,035.30 for North Road Paving Improvements; Project No. 2019-P-5 (Phase II) (the "Project"); and

WHEREAS, on August 10, 2021, via Resolution No. 2021-198, City Council approved Change Order No. 1, in the amount of \$41,250.00, to address unsuitable soil; and

WHEREAS, to rectify quantities and account for the additional work necessary to establish grass in the project area Change Order No. 2 was requested by Contractor; and

WHEREAS, pursuant to City Code §27-34 the Public Works Director approved Change Order No. 2 in the amount of \$47,179.60; and

WHEREAS, staff recommends the ratification of Change Order No. 2 in the amount of \$47,179.60 and the corollary increase in the total contract amount with Contractor for the Project to \$3,370,464.90.

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 \$47,179.60 is hereby ratified and the amount of the contract between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska for North Road Paving Improvements; Project No. 2019-P-5 (Phase II) is hereby increased to \$3,370,464.90.

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, December 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 2, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item G-4

#2022-344 - Approving Safety Glass Contract for Utilities, Public Works, and Parks Employees for 2023-26

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Keith Kurz, Interim Public Works Director
Todd McCoy, Parks Director
Stacy Nonhoff, Assistant City Attorney

Meeting: December 6, 2022

Subject: Award of Safety Glass Contract for the Utilities, Public Works and Parks Departments for 2023-2026

Presenter(s): Timothy Luchsinger, Utilities Director

Background

As part of personal protective equipment furnished by the City to its employees, the City periodically enters into an agreement with a local provider for safety glasses for those employees needing corrective lenses. Costs for eyewear prescriptions and options other than the base selection are at the expense of the employee. Requests for quotes were solicited in accordance with City Procurement Policies for safety glass services for the Utilities, Public Works, and Parks & Recreation Departments for 2023-2026.

Discussion

Documents were mailed to five vendors and advertised in the Grand Island Independent. The following quotations were received.

Shopko Eyecare Center, Grand Island, Nebraska
Heartland Optical of Lincoln, Nebraska

The responses were reviewed and based on variety of selection and competitive pricing; it was determined that Heartland Optical of Grand Island offered the best overall proposal. Heartland Optical of Lincoln, Nebraska dispenses safety glasses at 1437 N. Webb Road in Grand Island. The specifications required an on-site location in the City of Grand Island to allow easy access for employees.

Heartland Optical has furnished safety glasses for City employees in the past, and their performance and product have met expectations.

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 three-year contract for Safety Glasses for the Utilities, Public Works, and Parks and Recreation Departments, to Heartland Optical of Lincoln, Nebraska.

Sample Motion

Move to approve the resolution authorizing the Mayor to execute a contract with Heartland Optical of Lincoln, Nebraska for the three-year contract (2023 -2026) for Safety Glasses.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
SAFETY GLASSES AND SERVICE**

RFP DUE DATE: October 27, 2022 at 4:00 p.m.
DEPARTMENT: Utilities
PUBLICATION DATE: September 26, 2022
NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Heartland Optical
Grand Island, NE

Shopko Optical
Grand Island, NE

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

Christy Lesher, Utilities Secretary
Patrick Brown, Finance Director

P2400

Safety Glass Contract Agreement

This AGREEMENT made and entered into by and between Heartland Optical, hereinafter called "Supplier", and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement called for quotes to be published for furnishing SAFETY GLASSES; and

WHEREAS, the City, in the manner prescribed by law, has reviewed, examined, and canvassed the quotes submitted, and has determined the aforesaid Heartland optical I, to be the lowest responsive and responsible Safety Glass vendor, and has duly awarded them a contract therefore, for the sum or sums names in their quote, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to Heartland Optical, and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and Heartland Optical for itself, and its successor, as follows:

ARTICLE I. That the following documents shall comprise the Contract and shall together be referred to as the "Agreement" or the "Contract Documents".

1. This Contract Agreement.
2. The City of Grand Island's Specification for Safety Glasses.
3. Heartland Optical quote signed and dated 10-20-22.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That Heartland Optical shall: (a) furnish all materials (frames and lenses); (b) provide and perform all necessary labor; and (c) in a good and 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, said document forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, and complete all work included in and

covered by the City's official award of this contract to Heartland Optical such award being based on the acceptance by the City of Grand Island's quote.

ARTICLE III. That the City shall pay Heartland Optical for the performance of the work embraced in this contract and Heartland Optical will accept as full compensation therefore the amount(s) as stated in the Specification Document for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payment thereof to be made in cash or its equivalent in a timely manner.

ARTICLE IV. Heartland Optical hereby agrees to act as agent for the City in purchasing materials and supplies for the City for Safety Glasses. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but Heartland Optical, shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to:

The City of Grand Island
Utilities Engineering
% Christy Leshner
315 N Jefferson
Grand Island NE 68801

All invoices shall bear Heartland Optical name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and become a part of the finished product, SAFETY GLASSES.

ARTICLE V. The contract shall go into effect **January 1, 2023, and** remain into effect until **December 31, 2026.**

ARTICLE VI. Heartland Optical, agrees to comply with all applicable State Fair Labor Standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. They further agree to comply with the provisions of Section 48-657, R.R.S., 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, Heartland Optical agrees not to discriminate in hiring or any other employment practice based on race, color, religion, sex, national origin, age or disability. Heartland Optical agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request.

GRATUITIES and KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination,

claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

Heartland Optical

By: Thomas Conrad Date: 11-18-22

Title: President

CITY OF GRAND ISLAND, NEBRASKA

By: _____ Date: _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

The contract is due form according to law and hereby approved.

Attorney for the City of Grand Island Date: _____

RESOLUTION 2022-344

WHEREAS, the City of Grand Island invited quotes for Safety Glasses and Service for the Utilities, Public Works and Parks and Recreation Departments, according to the City's Request for Quotes on file with the Utilities Administration Office; and

WHEREAS, quotes were due on October 13, 2015; and

WHEREAS, Heartland Optical of Lincoln, Nebraska, dispensing safety glasses for Heartland Optical of Lincoln of Grand Island, Nebraska, submitted a quote in accordance with the terms of the advertisement for quotes and all other statutory requirements contained therein; and

WHEREAS, staff recommends the award of contract to Heartland Optical of Lincoln, Nebraska.

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

1. The quote of Heartland Optical of Lincoln, Nebraska, dispensing in Grand Island, Nebraska, for safety glasses and service for the Utilities, Public Works, and Parks and Recreation Departments for the years 2023 through 2026 for the amounts set out in its quote is hereby approved.
2. The Mayor is authorized to execute a contract with Heartland Optical of Lincoln, Nebraska for a three-year term effective January 1, 2023 and to take all actions necessary to effect the purpose of this resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 2, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item G-5

#2022-345 - Approving Comprehensive Plan Amendment to Consider Proposed Changes to the Future Land Use Map for Conestoga Mall Property Located between Webb Road and U.S. Highway 281 North of 13th Street

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

Staff Contact: Chad Nabity

RESOLUTION 2022-345

WHEREAS, the Mayor and City Council of the City of Grand Island are committed to the orderly plan necessary to accommodate future growth and transportation needs; and

WHEREAS, on July 13, 2004, by Resolution 2004-154, the City of Grand Island approved and adopted the Comprehensive Development Plan and associated figures and maps as prepared by the firm of JEO Consulting Group, Inc. of Wahoo, Nebraska; and

WHEREAS, an amendment to such plan is requested to change the future land use designation from "Highway Commercial" to "Mixed Use Commercial" as shown on the attached map; and

WHEREAS, such amendment was reviewed by the Regional Planning Commission on November 14, 2022, and a recommendation was forwarded to the City of Grand Island; and

WHEREAS, a public hearing was held on November 22, 2022 for the purpose of discussing such amendment to the Comprehensive Plan; and

WHEREAS, the City Council of the City of Grand Island finds that it is in the best interests of the citizens and residents to amend the Comprehensive Development Plan to reflect changes in the area and development trends.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby approves and adopts an amendment to the Comprehensive Plan to change the intended future use of the property as shown on the attached map from "Highway Commercial" to "Mixed Use Commercial".

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 2, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item G-6

#2022-346 - Approving Preliminary and Final Plat and Subdivision Agreement for Community College Second Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 6, 2022

Subject: Community College Second Subdivision – Preliminary and Final Plat

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

Background

This property is located north of Husker Highway and east of U.S. Highway 281 (7 Lots, 29.26 Acres). This property is zoned RO Residential Office.

Discussion

The preliminary and final plat for Central Community College Second Subdivision was considered at the Regional Planning Commission at the November 2, 2022 meeting on the consent agenda.

A motion was made by Ruge and second by Rubio to approve all items on the consent agenda.

The motion was carried with nine members voting in favor (Nelson, O'Neill, Ruge, Olson, Monter, Rainforth, Rubio Hendricksen and Doane) and no members present voting abstaining or voting no and 3 members were not present (Allan, Robb and Randone).

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 final plat as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Central Community College
3134 W. Hwy 34
Grand Island, NE 68801

To create 7 Lots 29.26 Acres

Size: Preliminary Plat 10 Lots, 55.09 Acres **Final Plat** 7 lots, 29.26 Acres

Zoning: RO Residential Office

Road Access: Tech Drive and Wortman Drive are existing public streets. The new planned street on the preliminary plat north of the drainage ditch is proposed as a 37' concrete curb and gutter street at the time of development.

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

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

PROPOSED SUBDIVISION LOCATION MAP

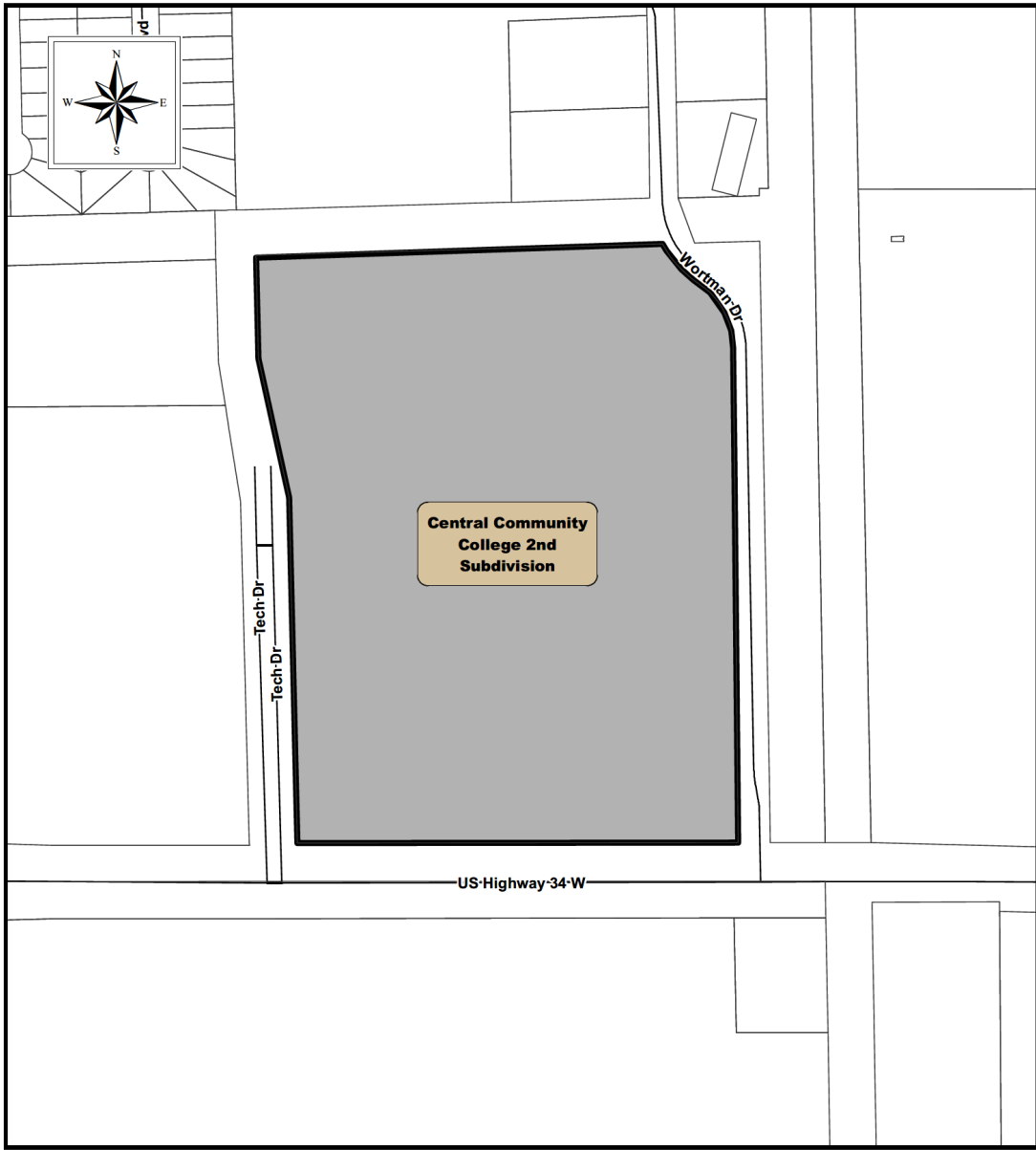


THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Aldo, Cairo and Doniphan, Nebraska

1 inch = 400 feet

Preliminary Plat Location

PROPOSED SUBDIVISION LOCATION MAP







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

1 inch = 300 feet

Final Plat Location (Part of Preliminary Plat south of the drainage ditch)

LOT USAGE
9 LOTS
1 OUTLOT

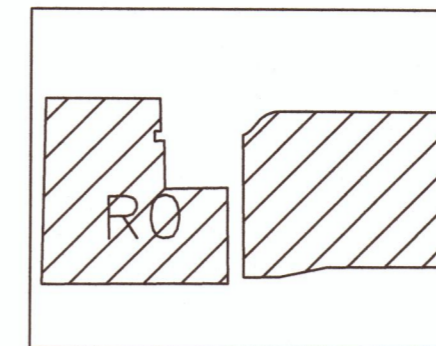
ENGINEER/LAND SURVEYOR
OLSSON
201 E. 2ND ST.
GRAND ISLAND, NE 68801

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

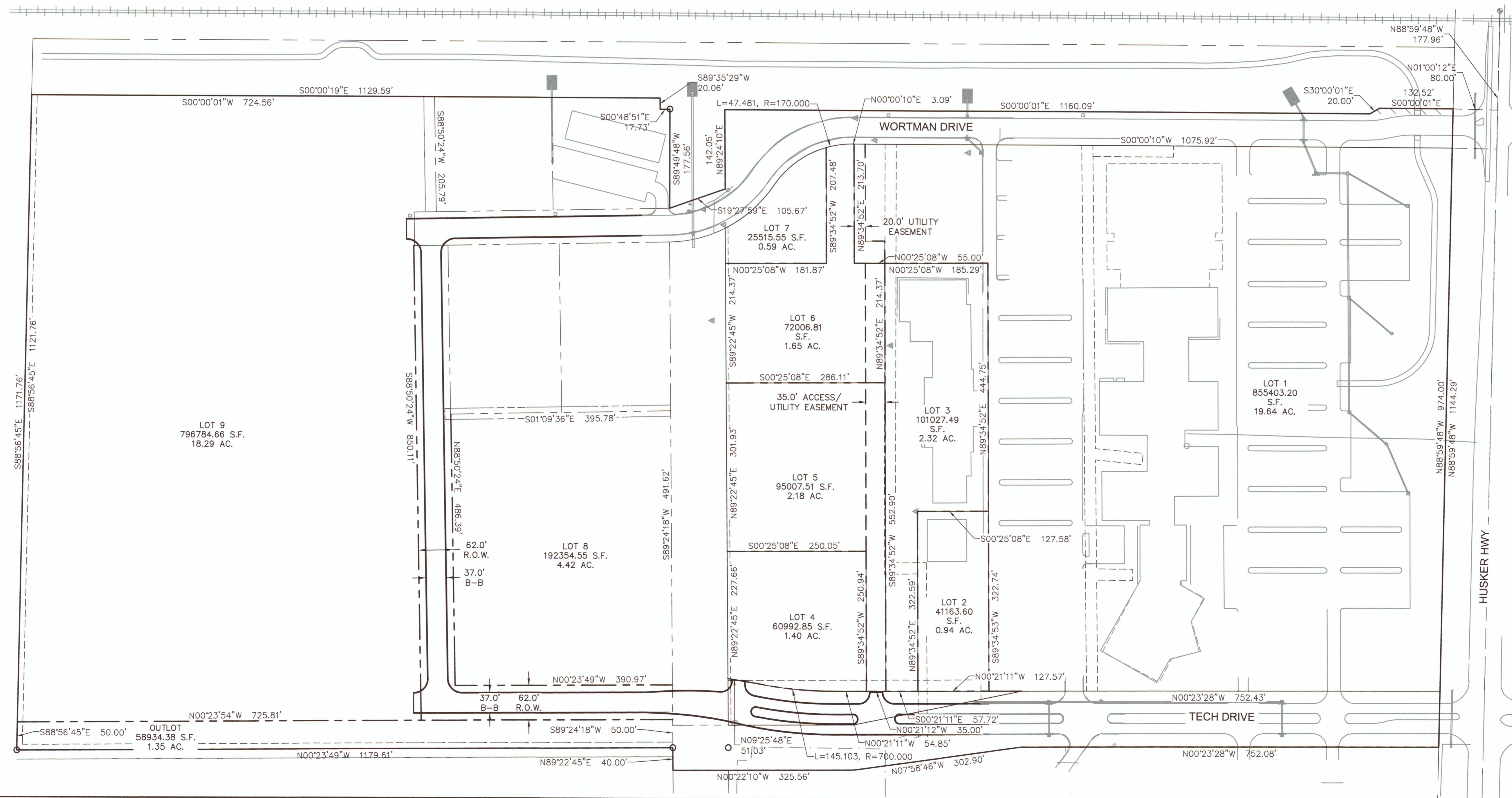
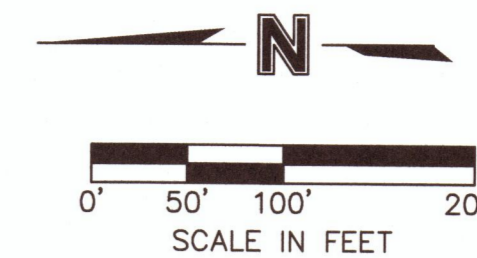
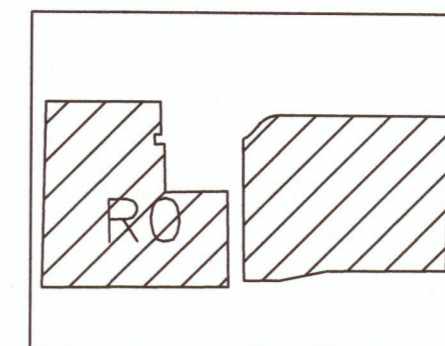
A TRACT OF LAND IN PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 29, T11N, R9W; THENCE ON AN ASSUMED BEARING OF N88°59'48"W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 29, A DISTANCE OF 177.96 FEET; THENCE N01°01'12"E A DISTANCE OF 80.00 FEET TO THE INTERSECTION BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 34, AND THE EAST RIGHT OF WAY LINE OF WORTMAN DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N88°59'48"W, ALONG THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 34, A DISTANCE OF 1144.29 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF TECH DRIVE; THENCE N00°23'28"W, ALONG SAID WEST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 752.08 FEET; THENCE N07°58'46"W, ALONG SAID WEST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 302.90 FEET; THENCE N00°22'10"W, ALONG SAID WEST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 325.56 FEET TO A POINT ON THE SOUTH LINE OF BRENTWOOD THIRD SUBDIVISION AND ALSO BEING THE NORTH LINE OF THE CITY OF GRAND ISLAND ELECTRIC AND DRAINAGE RIGHT OF WAY; THENCE N89°22'45"E, ALONG SAID LINE, A DISTANCE OF 40.00 FEET TO THE SOUTHEAST CORNER OF SAID BRENTWOOD THIRD SUBDIVISION; THENCE N00°23'49"W, ALONG THE EAST LINE OF SAID BRENTWOOD THIRD SUBDIVISION, A DISTANCE OF 1179.61 FEET TO A NORTHEAST CORNER OF SAID BRENTWOOD THIRD SUBDIVISION AND ALSO BEING ON THE SOUTH LINE OF BRENTWOOD SECOND SUBDIVISION; THENCE S88°56'45"E, ALONG SAID SOUTH LINE OF BRENTWOOD SECOND SUBDIVISION, A DISTANCE OF 1171.76 FEET TO THE WEST LINE OF THE CITY OF GRAND ISLAND ELECTRIC AND DRAINAGE RIGHT OF WAY; THENCE S00°00'19"E, ALONG SAID EAST LINE OF THE CITY OF GRAND ISLAND ELECTRIC AND DRAINAGE RIGHT OF WAY, A DISTANCE OF 1129.59 FEET; THENCE S89°35'29"W A DISTANCE OF 20.06 FEET; THENCE S00°48'51"E A DISTANCE OF 17.73 FEET; THENCE S89°49'48"W A DISTANCE OF 177.56 FEET TO THE EAST RIGHT OF WAY LINE OF WORTMAN DRIVE; THENCE S19°27'59"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 105.67 FEET; THENCE N89°24'11"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 142.05 FEET; THENCE S00°00'02"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1160.09 FEET; THENCE S30°00'02"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE S00°00'02"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 132.52 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 2949144.81 SQUARE FEET OR 67.703 ACRES MORE OR LESS OF WHICH 0.56 ACES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

EXISTING ZONING



PROPOSED ZONING

[illegible]

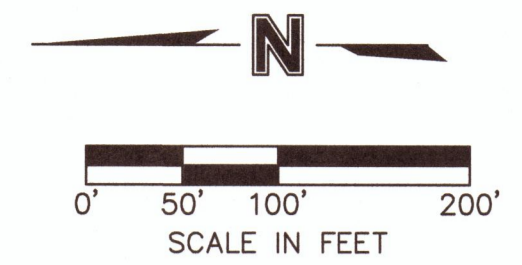
LOT LAYOUT	
CENTRAL COMMUNITY COLLEGE PRELIMINARY PLAT	
GRAND ISLAND, NE	YEAR

drawn by: AST
checked by: MMR
approved by: MMR
QA/QC by: _____
project no.: 022-05041
drawing no.: _____
date: 00.00.00

SHEET
1 of 3

olson

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



GRAND ISLAND, HALL COUNTY, NEBRASKA

LOT 5
COMMUNITY
COLLEGE SUB

LOT 4
COMMUNITY
LEGE SUB

LOT 1
COMMUNITY
COLLEGE SUB



TECH DRIVE

PART OF THE
SOUTHWEST 1/4
SEC 29-T11N-R9W

LOT 1
855403.20 S.F.
19.637 AC.



SCALE IN FEET

SCALE IN FEET

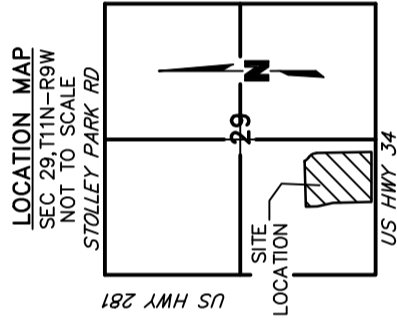
SOUTHWEST COR.
SEC. 29-T11N-R9W

N88°59'48"W 974.00'(M)
US HIGHWAY 34

US HIGHWAY 34

LEGEND

- | | |
|-----|-----------------------------------|
| ● | SECTION CORNER |
| ○ | SET CORNER (5/8"x24" REBAR W/CAP) |
| ○ | FOUND CORNER (1" PIPE) |
| --- | EXISTING PROPERTY LINE |
| --- | ROW LINE |
| --- | SECTION LINE |
| --- | NEW PROPERTY LINE |
| --- | NEW SUBDIVISION LINE |
| M | MEASURED DISTANCE |
| R | RECORDED DISTANCE |
| D | DEED DISTANCE |
| P | PLATTED DISTANCE COMMUNITY COL |



OWNERS: CENTRAL COMMUNITY COLLEGE
SUBDIVIDER: CENTRAL COMMUNITY COLLEGE
SURVEYOR: OLSSON, INC
ENGINEER: OLSSON, INC
NUMBER OF LOTS: 7

SOUTH 1/4 COR.
SEC. 29-T11N-R9W

SHEET 1 OF 2

olsson

201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2022--05041
	CCC SURVEY
	FB GI 2022 2

DWG: F:\2022

DWG: F:\2022\05001-05500\022-05041\40-Design\Survey\SRVY\Sheets\V_FLAT_02205041.dwg USER: jjimenez
DATE: Oct 27, 2022 2:12pm XREFS: Preliminary Plat V_XRWAY_LDP_02205041 V_XTOPO_LDP_02205041
CCC Existing utilities

CCC Existing utilities

COMMUNITY COLLEGE SECOND SUBDIVISION
GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

LEGAL DESCRIPTION

A TRACT OF LAND IN PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 29, T11N, R9W; THENCE ON AN ASSUMED BEARING OF N88°59'48"W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 29, A DISTANCE OF 248.25 FEET; THENCE N01°01'13"E A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 34, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N88°59'48"W, ALONG SAID NORTH RIGHT OF WAY LINE OF US HIGHWAY 34, A DISTANCE OF 973.18 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF TECH DRIVE; THENCE N00°25'24"W, ALONG SAID EAST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 753.67 FEET; THENCE N11°38'03"W, ALONG SAID EAST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 309.14 FEET; THENCE N00°25'02"W, ALONG SAID EAST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 223.67 FEET TO A POINT ON THE SOUTH LINE OF THE CITY OF GRAND ISLAND ELECTRIC AND DRAINAGE RIGHT OF WAY LINE; THENCE N89°23'55"E, ALONG SAID SOUTH LINE, A DISTANCE OF 890.65 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG SAID WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, HAVING A DELTA ANGEL OF 29°03'45", HAVING A RADIUS OF 230.00 FEET, AND CHORD BEARING S41°38'07"E A CHORD DISTANCE OF 115.42 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG SAID WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, HAVING A DELTA ANGEL OF 56°10'10", HAVING A RADIUS OF 170.00 FEET, AND CHORD BEARING S28°04'55"E A CHORD DISTANCE OF 160.06 FEET; THENCE S00°00'10"W, ALONG SAID WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, A DISTANCE OF 1079.01 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1275417.43 SQUARE FEET OR 29.280 ACRES MORE OR LESS OF WHICH 0.556 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON , 20 , I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND IN PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

APPROVAL

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

CHAIRPERSON DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS DAY OF , 20.

MAYOR

CITY CLERK

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT , CENTRAL COMMUNITY COLLEGE, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "COMMUNITY COLLEGE SECOND SUBDIVISION" A TRACT OF LAND IN PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT GRAND ISLAND, NEBRASKA

THIS DAY OF , 20.

DR. MATT GOTSCHALL, PRESIDENT
CENTRAL COMMUNITY COLLEGE

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL

ON THIS DAY OF , 20 , BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DR. MATT GOTSCHALL, PRESIDENT, CENTRAL COMMUNITY COLLEGE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT GRAND ISLAND, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

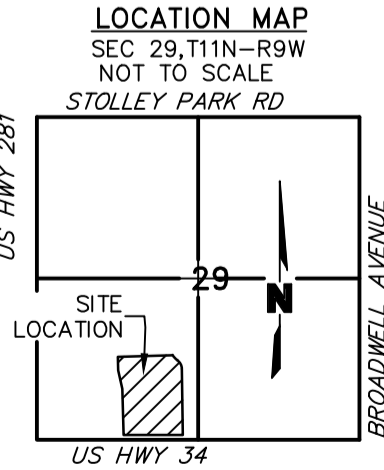
MY COMMISSION EXPIRES

NOTARY PUBLIC

SECTION TIES

SW CORNER, SEC. 29, T11N, R9W
FOUND BRASS CAP
93.74' N TO NAIL IN POWER POLE
93.52' NNW TO CHISELED "X" IN CONCRETE BASE OF TRAFFIC SIGNAL
89.27' S TO CHISELED "X" ON CONCRETE CULVERT RETAINING HEADWALL
52.57' SE TO CHISELED "X" IN CONCRETE BASE OF TRAFFIC SIGNAL
65.80' W TO FOUND BRASS CAP

S1/4 CORNER, SEC. 29, T11N, R9W
FOUND 1/2" REBAR
14.46' W TO CENTERLINE OF EAST RAILROAD TRACK
92.07' NE TO NAIL IN POWER POLE
62.65' SSE TO BRASS CAP (U269, 1947) IN CONCRETE
107.46' NW TO NAIL IN POWER POLE



CCC Existing utilities

DWG: F:\2022\05001-05500\022-05041\40-Design\Survey\SRVY\Sheets\V_FPLAT_02205041.dwg
DATE: Oct 27, 2022 2:46pm
USER: jjimenez
V_XRWAY_LDP_02205041
V_XTPOPO_LDP_02205041
XREFS: Preliminary Plat

SHEET 2 OF 2



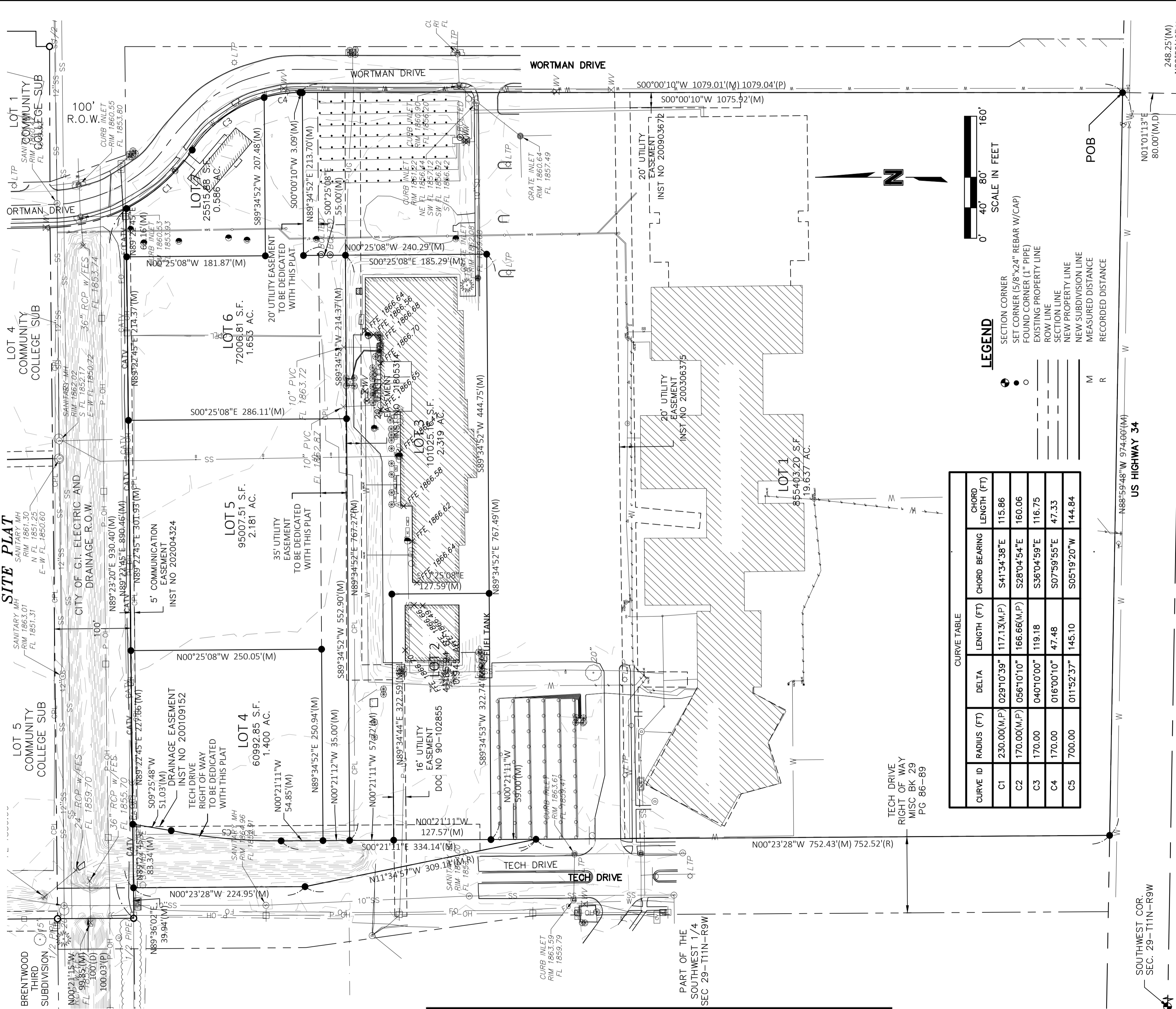
201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2022-05041
CCC SURVEY
FB GI 2022 2

OWNERS: CENTRAL COMMUNITY COLLEGE
SUBDIVIDER: CENTRAL COMMUNITY COLLEGE
SURVEYOR: OLSSON, INC
ENGINEER: OLSSON, INC
NUMBER OF LOTS: 7

COMMUNITY COLLEGE SECOND SUBDIVISION

GRAND ISLAND, HALL COUNTY, NEBRASKA



CURVE TABLE				
CURVE ID	RADIUS (FT)	DELTA	CHORD LENGTH (FT)	CHORD BEARING
C1	230.00(M,P)	029°10'39"	117.13(M,P)	S41°34'38"E
C2	170.00(M,P)	056°10'10"	166.66(M,P)	S28°04'54"E
C3	170.00	040°10'00"	119.18	S36°04'59"E
C4	170.00	016°00'10"	47.48	S07°59'55"E
C5	700.00	011°52'37"	145.10	S05°19'20"W

LEGEND

SECTION CORNER
SET CORNER (5/8"x24" REBAR W/CAP)
FOUND CORNER (1" PIPE)
EXISTING PROPERTY LINE
ROW LINE
SECTION LINE
NEW PROPERTY LINE
NEW SUBDIVISION LINE
MEASURED DISTANCE
RECORDED DISTANCE

M R

LEGAL DESCRIPTION

A TRACT OF LAND IN PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LOCATION MAP
SEC 29, T11N-R9W
NOT TO SCALE
STOLEY PARK RD
US HWY 281
US HWY 34
LOCATION 7

olsson

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

PROJECT NO. 2022-05041
CCC SURVEY
FB 01/2022 2

USER: jjimenez
V:\XTPPO_LDP_02205041.dwg
V_XRWAY_LDP_02205041

DATE: Oct 27, 2022 2:23pm XREFS: Preliminary Plot

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

COMMUNITY COLLEGE SECOND SUBDIVISION

Lots 1-7 Inclusive

In the City of Grand Island, Hall County Nebraska

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

A TRACT OF LAND IN PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 29, T11N, R9W; THENCE ON AN ASSUMED BEARING OF N88°59'48"W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 29, A DISTANCE OF 248.25 FEET; THENCE N01°01'13"E A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 34, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N88°59'48"W, ALONG SAID NORTH RIGHT OF WAY LINE OF US HIGHWAY 34, A DISTANCE OF 973.18 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF TECH DRIVE;

THENCE N00°25'24"W, ALONG SAID EAST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 753.67 FEET; THENCE N11°38'03"W, ALONG SAID EAST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 309.14 FEET; THENCE N00°25'02"W, ALONG SAID EAST RIGHT OF WAY LINE OF TECH DRIVE, A DISTANCE OF 223.67 FEET TO A POINT ON THE SOUTH LINE OF THE CITY OF GRAND ISLAND ELECTRIC AND DRAINAGE RIGHT OF WAY LINE; THENCE N89°23'55"E, ALONG SAID SOUTH LINE, A DISTANCE OF 890.65 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG SAID WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, HAVING A DELTA ANGEL OF 29°03'45", HAVING A RADIUS OF 230.00 FEET, AND CHORD BEARING S41°38'07"E A CHORD DISTANCE OF 115.42 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG SAID WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, HAVING A DELTA ANGEL OF 56°10'10", HAVING A RADIUS OF 170.00 FEET, AND CHORD BEARING S28°04'55"E A CHORD DISTANCE OF 160.06 FEET; THENCE S00°00'10"W, ALONG SAID WEST RIGHT OF WAY LINE OF WORTMAN DRIVE, A DISTANCE OF 1079.01 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1275417.43 SQUARE FEET OR 29.280 ACRES MORE OR LESS OF WHICH 0.556 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as COMMUNITY COLLEGE SECOND 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 COMMUNITY COLLEGE

SECOND SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

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

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

The existing sanitary sewer service for Lot 7 shall be permitted in the easement across lot 6 and across the City electric and drainage right of way to connect to the sewer in at the north end of the City right of way.

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

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks

required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

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

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Tech Drive		X	NO
Wortman Drive		X	NO
U.S. Highway 34			Yes due to existing trail on college property

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

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

8. **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.

9. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of

improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

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

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

Dated _____, 2022.

CENTRAL COMMUNITY COLLEGE,
Subdivider

By: _____
Matt Gotschall, President

STATE OF NEBRASKA)

COUNTY OF HALL) ss
)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Matt Gotschall, President, Central Community College, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Central Community College.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

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

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2022-346

WHEREAS know all men by these presents, that “Central Community College, being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as “COMMUNITY COLLEGE SECOND SUBDIVISION”, A tract of land in part of the Southwest Quarter of Section Twenty-Nine (29), Township Eleven (11) North, Range Nine (9) West, in the 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.

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 COMMUNITY COLLEGE SECOND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December, 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 2, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item I-1

#2022-347 - Consideration of Approving Appointment of RaNae Edwards, MMC as City Clerk

Staff Contact: Mayor Roger Steele

Council Agenda Memo

From: Mayor Roger G. Steele

Meeting: December 6, 2022

Subject: Appointment of Statutory Officers

Presenter(s): Mayor Roger G. Steele

Background

According to Article III – Appointed and Hired Officials, Section 2-30 Officers; Appointive of the Grand Island City Code and Neb. Rev. Stat., §16-308, (see attached) the Mayor is required to appoint statutory officers for his term. Statutory officers include:

- 1). City Administrator
- 2). City Attorney
- 3). City Clerk
- 4). City Engineer/Public Works Director
- 5). City Treasurer/Finance Director

These officers also must be approved by the City Council.

Discussion

According to Grand Island City Code Section 2-30, I am requesting approval of the following statutory officers:

- 1) City Administrator – Laura McAloon
- 2) City Clerk – RaNae Edwards MMC
- 3) City Treasurer/Finance Director – Patrick Brown

Alternatives

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

1. Approve the statutory officers
2. Deny the statutory officers

3. Ask the Mayor to reconsider his recommendation for the appointment of statutory officers

Recommendation

City Council is recommended to approve the appointments of the statutory officers.

Sample Motion

Move to approve the appointments of City Administrator Laura McAloon; City Clerk RaNae Edwards MMC; and City Treasurer/Finance Director Patrick Brown.

Article III. Appointed and Hired Officials

Division 1. General

§2-30. Officers; Appointive

The following shall constitute the statutory officers of the City of Grand Island which shall be appointed by the mayor and approved by the council. These officers shall hold office until the end of the mayor's term and until their successors are appointed and qualified. These appointive officers may be removed at any time by the mayor, with the approval of a majority of the council:

City Administrator

City Attorney

City Clerk

City Engineer / Public Works Director

City Treasurer / Finance Director

16-308. Administrator, departments, and other appointed officers; enumerated; appointment and removal.

Each city of the first class shall have such departments and appointed officers as shall be established by ordinance passed by the city council, which shall include a city clerk, treasurer, engineer and attorney, and such officers as may otherwise be required by law. Except as provided in Chapter 19, article 6, the mayor may, with the approval of the city council, appoint the necessary officers, as well as an administrator, who shall perform such duties as prescribed by ordinance. Except as provided in Chapter 19, article 6, the appointed officers may be removed at any time by the mayor with approval of a majority of the council. The office of administrator may not be held by the mayor. The appointed administrator may concurrently hold any other appointive office provided for in this section and section 16-325.

Source:Laws 1901, c. 18, § 14, p. 233; Laws 1903, c. 19, § 2, p. 233; Laws 1907, c. 13, § 1, p. 107; R.S.1913, § 4874; Laws 1917, c. 95, § 1, p. 252; Laws 1921, c. 164, § 1, p. 657; C.S.1922, § 4042; C.S.1929, § 16-304; R.S.1943, § 16-308; Laws 1953, c. 26, § 1, p. 110; Laws 1961, c. 41, § 1, p. 171; Laws 1963, c. 61, § 2, p. 254; Laws 1974, LB 1024, § 1; Laws 1975, LB 93, § 1; Laws 1976, LB 782, § 12.

Annotations

City attorney is appointive officer and not principal officer; may be removed at any time by mayor with approval of majority of city council; and has no statutory power to make governmental decisions which affect the city. *Communication Workers of America, AFL-CIO v. City of Hastings*, 198 Neb. 668, 254 N.W.2d 695 (1977).

RESOLUTION 2022-347

WHEREAS, under Neb. Rev. Stat., §16-308, the office of City Clerk for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of City Clerk for the City of Grand Island, Nebraska shall be appointed by the mayor and approved by the council; and

WHEREAS, the Mayor has recommended the appointment of RaNae Edwards MMC as City Clerk effective December 6, 2022; and

WHEREAS, the City Clerk appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of the Mayor's term of office; and

WHEREAS, the City Clerk appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that RaNae Edwards MMC is hereby duly appointed the City Clerk for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
December 2, 2022	▣ City Attorney



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item I-2

#2022-348 - Consideration of Approving Appointment of Patrick Brown as Treasurer/Finance Director

This item is related to Resolution item I-1.

Staff Contact: Mayor Roger Steele

RESOLUTION 2022-348

WHEREAS, under Neb. Rev. Stat., §16-308, the office of Finance Director/City Treasurer, for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of Finance Director/City Treasurer, for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, the Mayor has recommended the appointment of Patrick Brown as Finance Director/City Treasurer effective December 6, 2022; and

WHEREAS, the Finance Director appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of the Mayor's term of office; and

WHEREAS, the Finance Director appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Patrick Brown is hereby duly appointed the Finance Director/City Treasurer for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 2, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item I-3

#2022-349 - Consideration of Approving Appointment of Laura McAloon as City Administrator

Staff Contact: Mayor Roger Steele

Council Agenda Memo

From: Mayor Roger G. Steele

Meeting: December 6, 2022

Subject: Appointment of Laura McAloon as City Administrator

Presenter(s): Mayor Roger G. Steele

Background

Under Neb. Rev. Stat., §16-308 and Grand Island City Code, §2-35, the office of City Administrator for the City of Grand Island, Nebraska, is an appointed position. The position is appointed by the Mayor and approved by the Council and serves through the end of the Mayor's term of office and until a successor is appointed and qualified.

Discussion

I am pleased to present Laura McAloon as my choice for appointment to the City Administrator position. Following the City Council's approval of my appointment of McAloon as the City Attorney in July of this year, McAloon returned to her hometown of Grand Island in late August of this year and began serving as our City Attorney on September 1, 2022.

Prior to joining the City of Grand Island, McAloon practiced general municipal law in the state of Washington since her admission to the bar in 2001 and she also represented local governments in tax exempt bond financings in Washington and Idaho since 2006. For over 20 years, McAloon served as the appointed city attorney or general counsel to clients ranging in size from a town of 200 with a budget around \$150,000 to a metropolitan transit authority serving a population of nearly 500,000 on a budget exceeding \$145,000,000. In addition to her role as legal counsel to these local governments, McAloon provided frequent assistance and advice to the elected Mayors and appointed Chief Executive Officers on the day to day matters related to the governance and administration of the town, city or district. In doing so, she developed extensive experience in the management of a local government, including the implementation of best practices in the areas of budgeting, procurement and employee/labor relations.

Before opening her own law firm in 2018, McAloon was a partner for ten years in an international law firm and a member for three years in a mid-size litigation and municipal law boutique firm. In both firms McAloon supervised junior attorneys, paralegals and

administrative staff in a managerial role, including supervision of annual attorney and staff performance and compensation reviews. In her management roles in her law firms, McAloon applied the real life business experience she gained in her “pre-law school” life as an administrator for an early childhood education nonprofit and as a small business owner operating a childcare center in her Omaha home. In all of these roles, McAloon has managed people, budgets, goal-setting and long range planning efforts and has applied a practical, business-based approach as she assisted mayors and CEOs in the administration of local governments, regardless of the size or scope of their operations.

McAloon has also been an active volunteer in every community in which she and her family have lived, serving in multiple leadership roles in her children’s school PTA, Girl Scouts, YWCA, a community-oriented policing non-profit and other local groups. McAloon finished her dual Bachelor of Science degrees in Business Administration and Paralegal Studies at College of Saint Mary in Omaha while her four children were in elementary school, while earning a 3.98 GPA. Based on a combination of her academic achievements and her volunteerism, McAloon was awarded the Thomas More Scholarship for public interest law to attend Gonzaga University School of Law in Spokane, Washington, where she obtained her Juris Doctorate degree with distinction. She is already volunteering for organizations here in Grand Island and intends to continue her role as an active and enthusiastic member of the community.

Ms. McAloon’s experience gained through her legal career and her business career have provided her with a fresh perspective on local government administration and the importance of community. She has indicated to me that she believes strongly in transparency, fiscal responsibility and serving the needs of the citizens and residents in the best possible way.

As City Administrator, McAloon will perform all of the duties of the position as set forth in City Code, including keeping the Mayor and Council advised as to the financial condition of the City, supervising and controlling budget expenditures, analyzing the functions and duties of each department of the City and making any needed recommendations about City operations to the Mayor and Council. She will oversee the supervision and evaluation of all City employees and make personnel recommendations to the Mayor. As City Administrator, McAloon will also facilitate the Economic Development Program of the City and serve as an ex officio member of the Economic Development Committee. Per City Code, McAloon will serve as the direct contact point for all City Council members regarding City operations, goals, ideas and any other matters that may arise. She will relay those communications to the Mayor and appropriate Department Heads and will be the point person for reporting back to the Councilmember on any inquiries, ideas or future actions.

Ms. McAloon is prepared to begin work as the City Administrator immediately following the retirement of current City Administrator Jerry Janulewicz and upon this Council’s approval of her appointment. Her starting salary will be at Step 5 of the City Administrator salary table, an annual salary of \$205,713.70, and will complete the standard probationary period that previously started on September 1, 2022.

Finally, I want to express my great appreciation to Jerry Janulewicz for the service he has provided to the City of Grand Island for the past eight years. Jerry's steady hand and calm managerial style in leading and advising the City staff officials has been invaluable to me as Mayor, especially as we navigated the unknown waters of the COVID-19 pandemic and our recovery. He will be greatly missed by everyone at City Hall and we wish him all the best in his retirement.

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

I recommend the approval of Laura McAloon as the City Administrator.

Sample Motion

Move to adopt the resolution approving the appointment of Laura McAloon as the City Administrator.

RESOLUTION 2022-349

WHEREAS, under Grand Island City Code, §2-30, the office of City Administrator for the City of Grand Island, Nebraska shall be appointed by the mayor and approved by the council; and

WHEREAS, the Mayor has recommended the appointment of Laura McAloon as City Administrator effective December 6, 2022; and

WHEREAS, the City Administrator appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of the Mayor's term of office; and

WHEREAS, Laura McAloon has accepted the offer and is prepared to start work on December 6, 2022 at Step 5 of the City Administrator salary table of \$205,713.70; and

WHEREAS, the City Administrator appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council; and

WHEREAS, during such time as the duties of the City Attorney are performed by an Interim City Attorney, Laura McAloon should be authorized to represent the City of Grand Island as special attorney.

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

1. Laura McAloon is hereby duly appointed City Administrator in and for the City of Grand Island at Step 5 of the City Administrator salary table.
2. Until a successor City Attorney is appointed, City Administrator Laura McAloon, a licensed attorney in the State of Nebraska, is hereby authorized to represent the City of Grand Island as special attorney.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, this December 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 2, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item I-4

#2022-350 - Consideration of Approving Appointment of Shannon Callahan as Street Superintendent

Staff Contact: Mayor Roger Steele

Council Agenda Memo

From: Mayor Roger G. Steele

Meeting: December 6, 2022

Subject: Consideration of Approving Appointment of Shannon Callahan as Street Superintendent

Presenter(s): Mayor Roger G. Steele

Background

State of Nebraska Statutes, Sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Street Superintendent Incentive Payment. The office of Street Superintendent for the City of Grand Island, Nebraska must be appointed each calendar year to allow the municipality to receive such payment.

This appointment must be approved by City Council.

Discussion

According to State of Nebraska Statutes, Sections 39-2302, and 39-2511 through 39-2515 I am requesting approval of Shannon Rose Callahan as the Street Superintendent for Calendar Year 2023.

Alternatives

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

1. Move to approve
2. Deny the approval
3. Ask the Mayor to reconsider his recommendation for the appointment of Street Superintendent
4. Take no action on the issue

Recommendation

City Administration recommends adopting a resolution to approve the appointment of Shannon Rose Callahan as the City of Grand Island Street Superintendent.

Sample Motion

Move to approve the appointment of Shannon Rose Callahan as the City of Grand Island Street Superintendent.

RESOLUTION 2022-350

WHEREAS, under Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515, the office of Street Superintendent for the City of Grand Island, Nebraska must be appointed each calendar year to allow the municipality to receive the Street Superintendent incentive payment; and

WHEREAS, the Mayor, with the approval of the City Council may appoint the position of Street Superintendent; and

WHEREAS, the Mayor has recommended the appointment of Shannon Rose Callahan (License No. S-1485, Class A) as the Street Superintendent effective December 6, 2022; and

WHEREAS, this person appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of Calendar Year 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Shannon Rose Callahan is hereby duly appointed the Street Superintendent for the City of Grand Island, Nebraska, until the end of Calendar Year 2023.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 2, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item I-5

**#2022-351 - Consideration of Approving 4th Business Area,
Business Improvement District Boundary and Initial Board**

Staff Contact: Rashad Moxey

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 6, 2022

Subject: Approval of 4th Business Area, Business Improvement District Boundary and Initial Board

Presenter(s): Rashad Moxey, Planner I

Background

The Hall County Extension office reached out to the City of Grand Island to help with informational sessions to discuss the process of creating a Business Improvement District along the 4th Street corridor from Eddy Street to Sycamore Street. A 4th street organizational group met to formulate a plan to introduce the Business Improvement District to business and property owners. A total of 3 informational sessions took place between January 24, 2022 and March 30, 2022. On-site business/property owners were invited by the group with flyers passed out to each open business before the first two meetings. A letter was sent out before the March 30, 2022 meeting through the Hall County UNL Extension office inviting participants.

Business and property owners expressed an interest to form a new business improvement district and is asking council to consider formation of the district. Several owners continued to meet and submitted a letter dated September 30, 2022 to the Mayor asking for the creation of a district. Five of the owners volunteered to sit on the initial board.

State statutes allow for the creation of business improvement districts and the expenditure of funds for improvement of public places or facilities within the district, including the acquisition, construction, maintenance, and operation of such improvements, creation and implementation of a plan for improving the general architectural design of public areas within the district, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act.

Chapter 19 of State Statutes sets forth the regulations pertaining to the formation of a business improvement district. The Statutes (19-4021) provide for the appointment of a business improvement board consisting of property owners, residents, business operators, or users of space within the business area to be improved.

Discussion

A five member volunteer board if appointed, shall make recommendations to City Council for the establishment of a plan in the business area. City Council may then adopt a resolution to establish the business improvement district. There will then be a period for the property owners in the district to protest the formation of the BID. City Council will then hold a public hearing to create the district. After the hearing Council may pass an ordinance to establish the district.

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 initial boundary for the 4th Street Area BID and that the following be confirmed as board members for this Business Improvement District area

Joe Bandasack
Agustin Sanchez
Richard Flores
Reyna Romero
Shanna Tuxhorn

Sample Motion

Move to approve the resolution as presented.

September 30, 2022

Mayor Roger G. Steele
City of Grand Island
100 E. 1st Street
Grand Island, NE 68801

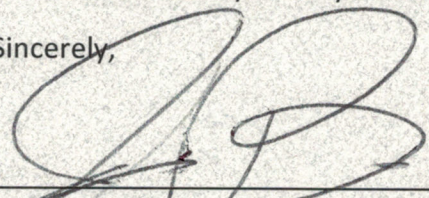
Re: 4th Street Business Area, Proposed Business Improvement District.

Mayor Steele,

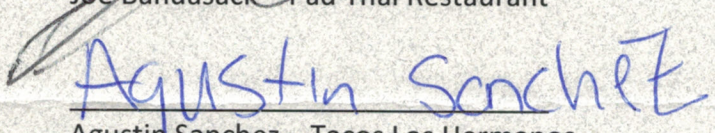
The City of Grand Island Planning Department held informational sessions to discuss the process of creating a Business Improvement District. After careful thought and numerous meetings, business and property owners are formally requesting to start the process of creating a Business Improvement District along the 4th Street corridor from Eddy Street to Sycamore Street. Below you will find a list of business and property owners who would like to be appointed to the board, to formulate a plan for the proposed BID and define the boundary of the district.

We want to thank you for your support during this process.

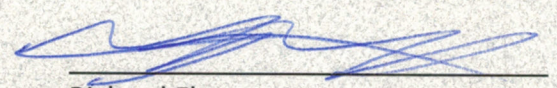
Sincerely,



Joe Bandasack – Pad Thai Restaurant



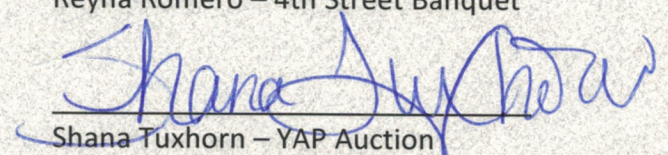
Agustin Sanchez – Tacos Los Hermanos



Richard Flores – La Mexicana



Reyna Romero – 4th Street Banquet



Shana Tuxhorn – YAP Auction

RESOLUTION 2022-351

WHEREAS, the City of Grand Island, Nebraska (the “City”) is authorized by the Business Improvement District Act (Neb. Rev. Stat. §§ 19-4015 through 19-4038) (the “Act”) to create Business Improvement Districts within an established business area of the City zoned for business, public, or commercial purposes to provide means to raise the necessary funds for the purpose of providing and maintaining the improvements authorized by the Act; and

WHEREAS, multiple property owners and businesses have requested that the City identify a Business Area along the East 4th Street corridor from Eddy Street to Sycamore Street to be improved as provided in the Act; and

WHEREAS, the Mayor has identified and appointed five volunteer property and business owners willing to serve on a Business Improvement Board to study and make recommendations to the City Council for the establishment of a plan or plans for improvements along the East 4th Street corridor from Eddy Street to Sycamore Street; and

WHEREAS, the area generally located along East 4th Street between Eddy Street and Sycamore Street, as shown and described by metes and bounds in Attachment “A” attached hereto and incorporated herein by reference, consists of land zone for business, public or commercial purposes under the Zoning Ordinance of the City of Grand Island.

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

1. The area described in Attachment “A” is eligible to be, and is hereby declared to be, an established Business Area of the City of Grand Island, to be known as the “4th Street Business Area.”
2. The City Council hereby approves the Mayor’s appointment of the following property owners, residents, business operators, or users of space within the 4th Street Business Area, as members of a Business Improvement Board to be known as the “4th Street Business Improvement Board”:

Joe Bandasack (Pad Thai Restaurant)

Agustin Sanchez (Tacos Los Hermanos)

Richard Flores (La Mexicana)

Reyna Romero (4th Street Banquet)

Shana Tuxhorn (YAP Auction).

3. The above-named members of the 4th Street Business Improvement Board shall serve without compensation for a one (1) year term from the date of this

- 1 -

Approved as to Form	☐ _____
December 2, 2022	☐ City Attorney

resolution or until their successors are appointed and qualified as provided under the Act.

4. The 4th Street Business Improvement Board shall make recommendations to the City Council for the establishment of a plan or plans for improvements in the 4th Street Business Area in accordance with the enumerated uses set forth in Neb. Rev. Stat. §19-4019.
5. The 4th Street Business Improvement Board may also make recommendations to the City Council on the proposed boundaries for any Business Improvement District(s) to be established in the 4th Street Business Area, or the collection and use of assessments or occupation taxes within the 4th Street Business Area for the purposes of funding or maintaining a plan or plans for improvements.
6. The 4th Street Business Improvement Board shall comply with the Act, including the selection from its members of a Chairperson and Secretary, and with the Nebraska Open Meetings Act (Neb. Rev. Stat. §§ 84-1407 to 84-1414).

BE IT FURTHER RESOLVED, that the Mayor and his designees are hereby authorized and directed to take all actions necessary to effect the purpose of this resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 6, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

ATTACHMENT “A”

MAP AND BOUNDARY OF 4TH STREET BUSINESS IMPROVEMENT AREA



Beginning at a point being the intersection of the east line of Eddy Street and the north line of Fourth Street;

Thence northwesterly along the east line of Eddy Street to a point 132 feet north of the north line of Fourth Street;

Thence northeasterly on a line 132 feet north of and parallel to the north line of Fourth Street to a point 88 feet east of the east line of Sycamore Street;

Thence southeasterly on a line 88 feet east and parallel to the east line of Sycamore Street to a point on the north line of Fourth Street;

Thence southerly to a point on the south line of Sycamore Street, said point being 66 feet east of the east line of Sycamore Street;

Thence southeasterly on a line 66 feet east and parallel to the east line of Sycamore Street to a point 148 feet south of the south line of Fourth Street;

Thence southwesterly on a line 148 feet south and parallel to the south line of Fourth Street to a point on the west line of Sycamore Street;

Thence southeasterly on the west line of Sycamore Street to a point 425 feet south of the south line of Fourth Street;

Thence southwesterly on a line 425 feet south of and parallel to the south line of Fourth Street to a point on the extension of the east line of Locust Street;

Thence northwesterly on the extension of the east line of Locust Street to a point 280 feet south of the south line of Fourth Street;

Thence southwesterly on a line 280 feet south and parallel to the south line of Fourth Street to a point 175 feet east of the east line of Walnut Street;

Thence southeasterly on a line 175 feet east and parallel to the east line of Walnut Street to a point 345 feet south of the south line of Fourth Street;

Thence southwesterly on a line 345 feet south of and parallel to the south line of Fourth Street to a point on the extension of the east line Cedar Street;

Thence northwesterly on the east line of Cedar Street and the extension thereof to a point 148 feet south of the south line of Fourth Street;

Thence southwesterly on a line 148 south and parallel to the south line of Fourth Street to a point on the east line of Eddy Street;

Thence northwesterly on the east line of Eddy Street to the Point of Beginning.



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item I-6

#2022-352 - Consideration of Approving Redevelopment Contract with Woodsonia Hwy 281, LLC and the City of Grand Island Community Redevelopment Authority for Redevelopment of the Conestoga Mall Property

This item relates to Ordinance F-2.

Staff Contact: Chad Nabity

**REDEVELOPMENT CONTRACT
(Conestoga Marketplace Project)**

This Redevelopment Contract is made and entered into as of the _____ day of _____, 2022, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“**Authority**”), the City of Grand Island, Nebraska, a Nebraska municipality of the first class (“**City**”), and Woodsonia Hwy 281, LLC, a Nebraska limited liability company (“**Redeveloper**”).

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska (the “**City**”), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2155, Reissue Revised Statutes of Nebraska, as amended (collectively the “**Act**”), has designated an area within the City as blighted and substandard and has designated an area as extremely blighted which are described on Exhibit A;

WHEREAS, the Authority has adopted, after approval by the Mayor and Council of the City, that redevelopment plan entitled “Redevelopment Plan, Grand Island CRA Area 28 Conestoga Marketplace, October 2022” (the “**Redevelopment Plan**”) a copy of which is on file in the office of the City Clerk;

WHEREAS, Authority, City and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of lots and lands located in a blighted and substandard area, an extremely blighted area and an enhanced employment area;

WHEREAS, Redeveloper is willing to enter into this Redevelopment Contract and provide for the investment of approximately Two Hundred Twenty Million Dollars (\$220,000,000) on the Community Redevelopment Area which includes acquisition, demolition and site preparation, planning for redevelopment, utility extension, public and private street installation, parking lots and construction of a pedestrian shopping mall, plaza, building demolition and rehabilitation, apartment and hotel construction and construction of new and rehabilitated commercial structures;

WHEREAS, the proposed Redevelopment Project shall be constructed in up to six TIF Project phases for the purpose of issuing TIF Indebtedness described herein, and dividing real estate taxes pursuant to Section 18-2147 of the Act, with all TIF Project phases constituting part

of a combined and single Redevelopment Project;

WHEREAS, the Redeveloper requests designation of an Enhanced Employment Area as part of the rehabilitation of the Community Redevelopment Area pursuant to the Act. An Enhanced Employment Act Indebtedness shall be issued for the Enhanced Employment Area. The Enhanced Employment Act Tax Revenue generated by the Enhanced Employment Area shall be pledged to the payment of Enhanced Employment Act Indebtedness. The Redeveloper intends to file a proposed amendment to the Redevelopment Plan for purposes of incorporating Lot 2 and Lot 3 Conestoga Mall Eighth Subdivision to the City of Grand Island, Hall County, Nebraska, (“**Lots 2 and 3**”) into the Redevelopment Project Area. The proposed redevelopment plan amendment will seek to add Lots 2 and 3 to the Enhanced Employment Area to generate additional Enhanced Employment Act Tax Revenues to support the funding of the Redevelopment Project.

WHEREAS, the Community Redevelopment Area and Redevelopment Project Area are shown on Exhibit B-1;

WHEREAS, the Enhanced Employment Area is shown on Exhibit C-1;

WHEREAS, the six phases for purposes of issuing TIF Indebtedness are identified as TIF Project Area 1, TIF Project Area 2, TIF Project Area 3, TIF Project Area 4, TIF Project Area 5, and TIF Project Area 6 on Exhibit D-1;

WHEREAS, the Private Improvements and Public Improvements in the Community Redevelopment Area comprise the Redevelopment Project and are collectively known as the “**Redevelopment Project Improvements**”. The estimated costs of the Redevelopment Project Improvements are collectively known as the “**Redevelopment Project Costs**” and are shown on the Sources and Uses of Funds in Exhibit E. The Authority, City and Redeveloper agree that assistance with the Redevelopment Project Costs is deemed essential and the Redevelopment Project would not be economically feasible without it. The final figures shown in Exhibit E are estimates and subject to changes based upon specific site plans, design specifications and public regulations;

WHEREAS, the Authority and City are willing to support the above described redevelopment of the Community Redevelopment Area in accordance with the Redevelopment Plan; provided that, Redeveloper is willing to agree to covenants and conditions regarding compulsory maintenance and upkeep of the Private and Public Improvements to prevent a recurrence of substandard and blighted conditions; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

“**Act**” means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2155, Reissue Revised Statutes of Nebraska, as amended, and acts amendatory thereof and supplemental thereto.

“**Authority**” means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

“**City**” means the City of Grand Island, Nebraska.

“**Governing Body**” means the Mayor and City Council of the City.

“**Holder(s)**” means the separate registered owner or owners of TIF Indebtedness and the “Enhanced Employment Act Indebtedness” issued by the Authority from time to time outstanding.

“**Enhanced Employment Act**” shall mean Nebraska Legislative Bill 562, 100th Legislature, effective date September 1, 2007, known as the “Enhanced Employment Area Occupation Tax,” amending Sections 18-2101, 18-2103, 18-2107, 18-2111, 18-2116, 18-2119, and 18-2130 of the Act, as may be amended from time to time and includes Sections 18-2142.02, 18-2142.03, and 18-2142.04 of the Act.

“**Enhanced Employment Area**” referred to in Section 18-2142.02 of the Nebraska Revised Statutes shall mean the enhanced employment area located as the Redevelopment Project Area and shown and legally described on Exhibit C-1, to include such additional adjoining areas as may be included pursuant to a properly adopted amendment to the Redevelopment Plan.

“**Enhanced Employment Act Indebtedness**” shall mean the occupation tax revenue bonds, refunding bonds, notes, interim certificates, debentures, anticipation notes, and other indebtedness or obligations, including interest and premiums, issued under the terms of this Agreement, the Bond Resolution, and the Occupation Tax Ordinance. The Enhanced Employment Act Indebtedness to be issued by the Authority shall consist of the Authority’s Occupation Tax Revenue Bonds (Grand Island Conestoga Marketplace Project), in one or more series and one or more notes, bonds and other forms of indebtedness to be issued in one or more indebtedness instruments and amounts not to exceed a combined total of \$36,762,753.00, each in

substantially the form set forth on Exhibit C-2 (collectively “**Occupation Tax Revenue Bonds**”), and purchased and funded by the Redeveloper as set forth in Section 4.03 of this Redevelopment Contract. It is anticipated that the Occupation Tax Revenue Bonds will be issued as follows, unless Redeveloper requests, in writing, the issuance of Occupation Tax Revenue Bonds with different principal amounts so long as the aggregate total of all Occupation Tax Revenue Bonds issued do not exceed the total sum of \$36,762,753.00), to wit:

Series 202__ A, EEA Note 1: \$14,609,625.00;

Series 202__ B, EEA Note: \$15,852,614.00;

Series 202__ C, EEA Note: \$3,461,154.00; and

Series 202__ D, EEA Note: \$2,839,359.00;

“**Enhanced Employment Act Period**” shall mean the lesser of (i) the time period necessary for the occupation taxes levied within the Enhanced Employment Area to pay off any outstanding Enhanced Employment Act Indebtedness which have been issued stating such occupation tax as an available source for payment; or (ii) thirty (30) years after the effective date of the imposition of an occupation tax by the Occupation Tax Ordinance for the Enhanced Employment Area.

“**Enhanced Employment Act Proceeds**” shall mean any net proceeds from the issuance of any and all Enhanced Employment Act Indebtedness. The proceeds of any Series of Enhanced Employment Indebtedness may be allocated and used to pay for or reimburse the Redeveloper for any Enhanced Employment Act Project Costs within the Enhanced Employment Area.

“**Enhanced Employment Act Project**” means the private Redevelopment Project Improvements to the Enhanced Employment Area, as further described in Exhibit C-1 and, as used herein, shall include additions and improvements thereto. The Enhanced Employment Act Project shall include all eligible costs and expenses as set forth on Exhibit F. The final figures shown in Exhibit F are estimates and subject to changes based upon specific site plans, design specifications, City approvals and public regulations.

“**Enhanced Employment Act Project Costs**” means only costs or expenses incurred by Redeveloper in the Enhanced Employment Area as set forth on Exhibit C-1 for the purposes set forth in Section 18-2142.04 (1) (a) and Section 18-2103(28) (a) through (f), inclusive, of the Nebraska Revised Statutes, including providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit F.

“**Enhanced Employment Act Project Cost Certification**” means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of Enhanced Employment Act Project Costs identified on Exhibit F.

“Enhanced Employment Act Tax Revenues” shall mean the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance. The Enhanced Employment Act Tax Revenues generated from the Enhanced Employment Area shall be used to pay the principal and interest on the Enhanced Employment Act Indebtedness related to the Enhanced Employment Area.

“Issuance Costs” shall mean reasonable costs and expenses incurred by the City and Authority for the public purpose to issue the indebtedness, pledges, bonds and notes described in this Redevelopment Contract of the TIF Indebtedness and Enhanced Employment Act Indebtedness, including but not limited to, bond counsel fees, special city attorney fees, fiscal advisory fees, placement fees, legal opinions and advice, and business memorandums, analysis, and advice given to the City and Authority and incurred before or after the Agreement Date in order to fund the Enhanced Employment Act Project and the TIF Project which shall not exceed the total sum of \$50,000. Issuance Costs shall not include the Redeveloper’s attorney fees or any expenses attributed to the funding of the Enhanced Employment Act Costs or TIF Project Costs.

The City may adopt and impose, from time to time, a schedule of costs to be retained from the Enhanced Employment Act Tax Revenues and the TIF Revenues to reimburse the costs incurred by the City (on an annual or prorated year) to collect, process and administer the Enhanced Employment Act Revenues and TIF Revenues, and related bond funds pursuant to the requirements of the Act, including labor costs, equipment, software, promulgated regulations, City and State of Nebraska Department of Revenue accounting, procedures, reports, audits, review and accountability and reporting measures,

“Liquidated Damages Amount” shall collectively mean the Liquidated Damage Amount (a) and Liquidated Damage Amount (b) to be repaid to Authority by Redeveloper pursuant to Section 7.02 of this Redevelopment Contract.

“Lot” or **“Lots”** shall mean the separately platted and subdivided lots within the Redevelopment Project Area established pursuant to an approved and filed subdivision plat in accordance with the ordinances and regulations of the City.

“Lot 3” shall mean the Lot 3, Conestoga Mall Ninth Subdivision, In The City Of Grand Island, Hall County, Nebraska.

“Master Project” shall mean the TIF Project and Enhanced Employment Act Project.

“Mortgage” shall mean a real estate mortgage, deed of trust or other instrument creating an encumbrance or lien as security for a loan on the Redevelopment Project Area.

“Mortgage Holder” shall mean a mortgagee, trustee or holder in reference to a Mortgage.

“Occupation Tax Ordinance” shall mean the City of Grand Island Ordinance No.____, passed and approved by the Governing Body on _____, 202_, as amended, and related ordinances authorizing the levy, collection and enforcement of the occupation tax imposed pursuant to the Enhanced Employment Act.

“Redeveloper” means Woodsonia Hwy 281, LLC, a Nebraska limited liability company.

“Redevelopment Project Area” means that certain real property situated in the City of Grand Island, Hall County, Nebraska which has been declared blighted and substandard and extremely blighted by the City pursuant to the Act, and which is more particularly described on Exhibit B-1. All such legal descriptions are subject to change based upon any re-platting requested by the Redeveloper and approved by the City.

“Redevelopment Project” means the improvements to the Community Redevelopment Area, as described in Exhibit B-2 and as used herein, shall include the Community Redevelopment Area and additions and improvements thereto. Without limitation, those improvements include the Redevelopment Project Improvements:

“Redevelopment Project Improvements” shall mean the Private Improvements and Public Improvements.

“Redevelopment Project Costs” shall mean the cost of the Redevelopment Project and are shown on the Sources and Uses of Funds in Exhibit E.

“Private Improvements” shall mean the anticipated private improvements to be constructed, improved or rehabilitated as part of the Redevelopment Project that is within the Redevelopment Project Area:

- Construction of an approximately 148,000 square foot retail store on Lot 3.
- Construction of up to a hotel on Lot 12.
- Construction of approximately 250 apartments on Lot 13, unless revised through a future zoning amendment;
- Construction of commercial structures on Lots 1, 2, 4, 5, 6, 7, 9, 10, and 11 as part of a pedestrian shopping mall.
- Rehabilitation of structures on Lot 8.
- Construction, rehabilitation and installation of a pedestrian shopping mall, plaza, parking lots, sidewalks, parks, meeting and display facilities, bus stop shelters, lighting, benches or other seating furniture, sculptures, trash receptacles, shelters and fountains on all lots in the Conestoga Mall Ninth Subdivision to the city of Grand Island, with the exception of Lots 12 and 13.

“Public Improvements” shall mean the anticipated public improvements, constructed, improved or rehabilitated as part of the Redevelopment Project that is within the Community Redevelopment Area:

- Public Access Streets (including sidewalks, street lighting and street trees) as shown as Outlot A in the Conestoga Mall Ninth Subdivision to the city of Grand Island.
- Public easement acquisition.
- Sidewalks and pedestrian walkways.
- Public utilities in dedicated easements or abutting rights-of-ways shown on

the Final Plat of the Conestoga Mall Ninth Subdivision to the city of Grand Island to support the Redevelopment Project, including, but not limited to, sanitary and storm sewer, municipal electrical service and water mains.

- Private streets with public access.
- Reconfiguration of storm water drainage cells shown on Exhibit H.
- Pedestrian shopping mall building and related improvements.
- Energy enhancements in excess of local design standards.
- Any other public improvements permitted by the Act.

“Redevelopment Contract” means this redevelopment contract between the City, Authority and Redeveloper with respect to the TIF Project and Enhanced Employment Act Project, as the same may be amended from time to time.

“Redevelopment Plan” means the Redevelopment Plan (also defined in the recitals hereto) for the Community Redevelopment Area and the collective Enhanced Employment Areas related to the TIF Project and Enhanced Employment Act Project is incorporated herein, prepared by the Authority and approved by the City pursuant to the Act, as amended from time to time. A copy of the Redevelopment Plan is available for viewing the Office of the City Clerk, City of Grand Island, Nebraska.

“Resolution” or “Bond Resolution” means the Resolution of the Authority authorizing the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

“Start Date” means the date that the Redeveloper has (i) acquired fee title to the Redevelopment Project Property and (ii) entered into a purchase agreement with company, whose stock is publicly traded, to sell to said company Lot 3 as shown on Exhibit K (collectively “Start Date”).

“Taxes” shall mean taxes and assessments from all applicable government entities including, but not limited to, any income, excise, sales or occupation taxes, ad valorem (real property) taxes, and personal property taxes.

“TIF Areas” shall mean each of the six separate subareas within the Redevelopment Project Area as described on Exhibit D-1, and designated as TIF Project Area 1, TIF Project Area 2, TIF Project Area 3, TIF Project Area 4, TIF Project Area 5, and TIF Project Area 6, respectively.

“TIF Indebtedness” means any bonds, refunding bonds, notes, loans, interim certificates, debentures, anticipation notes, and advances of money or other indebtedness or obligations, including interest and premium, if any, thereon, incurred by the Authority pursuant to the Resolution and Article III hereof to provide financing for a portion of the TIF Project Costs and secured in whole or in part by TIF Revenues. It is anticipated that the TIF Indebtedness as initially issued by the Authority shall consist of the Authority's Tax-Increment Development Revenue Bonds (Grand Island Conestoga Marketplace Project), will be issued as follows, unless Redeveloper requests, in writing, the issuance of Tax-Increment Development Revenue Bonds

with different principal amounts so long as the aggregate total of all Tax-Increment Development Revenue Bonds issued do not exceed the total sum of \$26,257,076.00), to wit:

TIF Project Area 1	202__ A TIF Project Area 1 Bond	\$7,413,655.00
TIF Project Area 2	202__ B TIF Project Area 2 Bond	\$3,858,088.00
TIF Project Area 3	202__ C TIF Project Area 3 Bond	\$2,521,638.00
TIF Project Area 4	202__ D TIF Project Area 4 Bond	\$7,545,342.00
TIF Project Area 5	202__ E TIF Project Area 5 Bond	\$2,327,489.00
TIF Project Area 6	202__ F TIF Project Area 6 Bond	\$2,590,864.00

each in substantially the form set forth on Exhibit D-2 (collectively “**TIF Bonds**”) and purchased and funded by the Redeveloper as set forth in Section 3.04A. of this Redevelopment Contract.

“**TIF Indebtedness Proceeds**” shall mean any net proceeds from the issuance of any and all TIF Indebtedness. The proceeds of any Series of TIF Indebtedness may be allocated and used to pay for or reimburse the Redeveloper for any TIF Project Costs on any TIF Project Area and shall not be limited to payment of costs from which the TIF Indebtedness Proceeds were generated.

“**TIF Period**” shall mean the lesser of (i) the time period necessary to pay off any outstanding TIF Indebtedness; or (ii) twenty (20) years after the applicable effective date of the TIF Bond for such TIF Area.

“**TIF Project**” means the Private Improvements and Public Improvements to the Community Redevelopment Area, as further described in Exhibit B-1, and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto. The TIF Project shall include all eligible costs and expenses as set forth on Exhibit G.

“**TIF Project Cost Certification**” means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of TIF Project Costs identified on Exhibit G.

“**TIF Project Costs**” means only costs or expenses incurred by Redeveloper in the Community Redevelopment Area, as set forth on Exhibit B-1 for the purposes set forth in §18-2103(28)(a) through (f), inclusive, including providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit G. The final figures shown in Exhibit G are estimates and subject to changes based upon specific site plans, design specifications, City approvals and public regulations.

“**TIF Revenues**” means incremental ad valorem taxes generated within the Redevelopment Project Area by the TIF Project which are to be allocated to and paid to the Authority pursuant to the Act.

I. “**Timeline**” shall mean the timeline for the TIF Project as generally described on Exhibit

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) Whenever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(b) The phrase “at any time” shall be construed as meaning at any time or from time to time.

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall be construed as mandatory.

(e) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II

FINDINGS AND REPRESENTATIONS

Section 2.01 Findings and Representations of Authority and City.

The Authority and City makes the following findings and representations:

(a) The Authority is a duly organized and validly existing community redevelopment authority under the Act.

(b) The Redevelopment Plan has been duly approved by the City and adopted by the Authority pursuant to Sections 18-2109 through 18-2117 of the Act.

(c) The Authority and City deem it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Master Project is expected to achieve the public purposes of the Act by among other things, increasing employment, increasing investment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Community Redevelopment Area and Enhanced Employment Area and other purposes set forth in the Act.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act,

(2) the TIF Project would not be economically feasible without the use of tax-increment financing;

(3) the Authority has documented the lack of economic feasibility by a rate of return analysis provided by the Redeveloper; and

(4) the TIF Project would not occur in the Community Redevelopment Area without the use of tax-increment financing.

(f) The Authority has completed a cost-benefit analysis and has determined that the costs and benefits of the TIF 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 Authority and have been found to be in the long-term best interest of the community impacted by the TIF Project.

(g) The Authority and City have determined that the proposed land uses and building requirements in the Redevelopment Project Area and Enhanced Employment 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.

(h) Pursuant to section 18-2147 of the Act the Redevelopment Project valuation for any phase shall be the valuation for assessment of the taxable real property in the Redevelopment Project Area for the year prior to the effective date for such phase as specified in section 3.01A.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Authority a certificate of good standing, a copy of the Redeveloper's Articles of Organization and Operating Agreement, and a copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Master Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

(d) The TIF Project would not be economically feasible without the use of tax-increment financing.

(e) The TIF Project would not occur in the Community Redevelopment Area without the use of tax-increment financing.

(f) The Enhanced Employment Act Project within the Enhanced Employment Area will result in at least fifteen (15) new employees and new investment of at least one million dollars (\$1,000,000.00), pursuant to Section 18-2116 of the Nebraska Revised Statutes (Note: Hall County 2020 Census shows a population of 53,121).

(g) No Series of TIF Indebtedness or Series of Enhanced Employment Act Indebtedness shall be tax-exempt financing and no interest paid from any Series of TIF

Indebtedness or any Series of Enhanced Employment Act Indebtedness shall be exempt from federal or state income taxation.

(h) Redeveloper warrants and represents that the costs set forth on Exhibit G are permitted costs under the Act and fit within the statutory definitions set forth in Section 18-2103(28)(a) through (f), inclusive, of the Nebraska Revised Statutes.

(i) Redeveloper warrants and represents that the costs set forth on Exhibit F are permitted costs under the Enhanced Employment Act and the Act and fit within the statutory definitions set forth in Section 18-2142.04(1)(a) of the Nebraska Revised Statutes.

(j) There is one single business in the Enhanced Employment Area that will have one hundred thirty-five thousand square feet or more and said business shall comply with the requirements of Section 18-2116 (2) of the Act.

(k) The Occupation Tax Ordinance will make reasonable classification of businesses, users of space, or kinds of transactions for purposes of imposing such Occupation Tax, except that no Occupation Tax shall be imposed on any transaction which is subject to tax under Nebraska Revised Statutes, sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602, or 77-4008 or which is exempt from tax under section 77-2704.24.

(l) Redeveloper agrees and covenants for itself its successors and assigns that it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Master Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Master Project, Redeveloper and for as long thereafter as any TIF Indebtedness or Enhanced Employment Act Indebtedness is outstanding will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Master Project.

(m) Redeveloper warrants and agrees that it will require any business that has one hundred thirty-five thousand square feet or more and annual gross sales of ten million dollars or more to 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 for said business. In making such determination, the Governing Body may rely upon written undertakings provided by any owner of property within such area. To the extent that the Redeveloper, or any successor in interest leases any portion of the Enhanced Employment Area to a business, Redeveloper or its successor shall include a provision in such lease requiring the employer-provided health benefit described in this subparagraph (m). Further, the conveyance of any lot or lots in the Enhanced Employment Area shall be subject to the same provision related to such health benefit.

(n) Redeveloper has not filed and does not intend to file an application to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for a project located or to be located within the Redevelopment Project Area; will not seek a refund of the City's local option sales tax revenue; and no application has been approved under the Nebraska Advantage Act or the ImagiNE Nebraska Act related to the Redevelopment Project Area.

ARTICLE III

THE PARTIES OBLIGATIONS RELATING TO TAX-INCREMENT FINANCING

A. OBLIGATIONS OF THE AUTHORITY AND CITY

Section 3.01A Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on any Lot or Lots located in each phase of the Redevelopment Project Area for the benefit of any public body be divided for a period of twenty years after the applicable effective date of each phase as the case may be, as described in Section 18-2147 (1) of the Act and as more specifically defined below. The Private Improvements shall be constructed in up to six (6) phases, with all phases constituting part of the Redevelopment Project. The Timeline in Exhibit I contains the Redeveloper's current estimate of the projected completion dates for the six phases at the time of the execution of this Redevelopment Contract. In order to optimize the amount of the tax-increment financing for the TIF Project, each phase may have a separate effective date for the division of ad valorem taxes (each, an "**Effective Date**"). For clarification, all lots in each phase shall have the same Effective Date. The Effective Date for each phase shall be identified in a Redevelopment Contract Amendment executed by the Chairman of the Authority and the Redeveloper and delivered to the Authority, prior to July 1 in the calendar year of the Effective Date, in the form attached hereto and incorporated herein by this reference as Exhibit J. The Chairman of the Authority is hereby authorized and directed to execute the Redevelopment Contract Amendment on behalf of the Authority without the additional consent of the City and the Authority. Provided a Redevelopment Contract Amendment is timely executed and filed the Authority shall file with the Hall County Assessor the "**Notice to Divide Taxes**" on or prior to August 1 in the calendar year of the Effective Date for each phase. Said taxes shall be divided as follows:

(a) That portion of the ad valorem tax on the real estate located within the TIF Project Area 1 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) of the TIF Project Area 1 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 within the TIF Project Area 1 in excess of such amount (the "**Area 1 Incremental Ad Valorem Tax**"), if any,

shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the "Series 202_ A TIF Project Area 1 Bond Fund") to pay the principal of, the interest on, and any premium due in connection with the Series 202_ A TIF Project Area 1 Bond. When such Bond, 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 within the TIF Project Area 1 shall be paid into the funds of the respective public bodies.

(c) That portion of the ad valorem tax on the real estate located within the TIF Project Area 2 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) of the TIF Project Area 2 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

(d) That portion of the ad valorem tax on real property within the TIF Project Area 2 in excess of such amount (the "**Area 2 Incremental Ad Valorem Tax**"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the "202_ B TIF Project Area 2 Bond Fund") to pay the principal of, the interest on, and any premium due in connection with the 202_ B TIF Project Area 2 Bond. When such Bond, 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 within the TIF Project Area 2 shall be paid into the funds of the respective public bodies.

(e) That portion of the ad valorem tax on the real estate located within the TIF Project Area 3 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) of the TIF Project Area 3 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

(f) That portion of the ad valorem tax on real property within the TIF Project Area 3 in excess of such amount (the "**Area 3 Incremental Ad Valorem Tax**"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the "202_ C TIF Project Area 3 Bond Fund") to pay the principal of, the interest on, and any premium due in connection with the 202_ C TIF Project Area 3 Bond. When such Bond, 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 within the TIF Project Area 3 shall be paid into the funds of the respective public bodies.

(g) That portion of the ad valorem tax on the real estate located within the TIF Project Area 4 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) of the TIF Project Area 4 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

(h) That portion of the ad valorem tax on real property within the TIF Project Area 4 in excess of such amount (the “**Area 4 Incremental Ad Valorem Tax**”), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the “202_ D TIF Project Area 4 Bond Fund”) to pay the principal of, the interest on, and any premium due in connection with the 202_ D TIF Project Area 4 Bond. When such Bond, 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 within the TIF Project Area 4 shall be paid into the funds of the respective public bodies.

(i) That portion of the ad valorem tax on the real estate located within the TIF Project Area 5 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) of the TIF Project Area 5 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

(j) That portion of the ad valorem tax on real property within the TIF Project Area 5 in excess of such amount (the “**Area 5 Incremental Ad Valorem Tax**”), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the “202_ E TIF Project Area 5 Bond Fund”) to pay the principal of, the interest on, and any premium due in connection with the 202_ E TIF Project Area 5 Bond. When such Bond, 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 within the TIF Project Area 5 shall be paid into the funds of the respective public bodies.

(k) That portion of the ad valorem tax on the real estate located within the TIF Project Area 6 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) of the TIF Project Area 6 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

(l) That portion of the ad valorem tax on real property within the TIF Project Area 6 in excess of such amount (the “**Area 6 Incremental Ad Valorem Tax**”), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the “**202_ F TIF Project Area 6 Bond Fund**”) to pay the principal of, the interest on, and any premium due in connection with the 202_ F TIF Project Area 6 Bond. When such Bond, 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 within the TIF Project Area 6 shall be paid into the funds of the respective public bodies.

Section 3.01B. Last Date to File Redevelopment Contract Amendment.

No Redevelopment Contract Amendment shall be filed by Redeveloper or any successor in interest after July 1, 2034.

Section 3.02A Issuance of TIF Indebtedness.

The Authority shall authorize the issuance of the TIF Indebtedness in a series in the form and stated aggregate principal amount and bearing interest and being subject to such terms and conditions as are specified in the Resolution and this Redevelopment Contract. No TIF Indebtedness will be issued until Redeveloper has (i) acquired fee title to the Redevelopment Project Property and (ii) entered into a purchase agreement with company, whose stock is publicly traded, to acquire Lot 3 as shown on Exhibit K (collectively “**Start Date**”).

Funding of each TIF Bond purchase shall be offset by a grant from the Authority to the Redeveloper in the amount of the TIF Bond principal.

The Redeveloper shall purchase and fund each series of the TIF Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Authority as to its terms and participants (including any pledgee thereof) upon issuance thereof. Neither the Authority nor the City shall have any obligation to provide for the sale of the TIF Indebtedness. It is the sole responsibility of the Redeveloper to affect the sale of the TIF Indebtedness by purchasing the TIF Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution.

The Authority shall issue and deliver to the Redeveloper each series of TIF Bonds related to a TIF Project Area when the Redeveloper shall file with the Authority a Redevelopment Contract Amendment, in the form attached hereto and incorporated herein by this reference as Exhibit J for the division of taxes pursuant to Section 18-2147 of the Act, for a TIF Project Area prior to July 1 in the calendar year of the Effective Date.

Section 3.02B Debt Service for TIF Indebtedness.

The Authority shall, to the extent allowed by law, and then only to the extent funds are lawfully available from TIF Revenues generated for each TIF Project Area, pay the debt service on the TIF Indebtedness for such respective TIF Project Area, with interest at a rate per annum not to exceed six and one-half percent (6.5%). Any debt service on the TIF Indebtedness (including interest) to be paid from respective TIF Revenues allocated for each respective TIF Project Area and shall not constitute a general obligation or debt of the City or Authority.

Section 3.03A Pledge of TIF Revenues.

Under the terms of the Resolution, the Authority pledges 100% of the available annual TIF Revenues from the each of the TIF Project Areas to the bond fund opposite of the project area designation, to wit:

TIF Project Area 1	202__	A TIF Project Area 1 Bond Fund
TIF Project Area 2	202__	B TIF Project Area 2 Bond Fund
TIF Project Area 3	202__	C TIF Project Area 3 Bond Fund
TIF Project Area 4	202__	D TIF Project Area 4 Bond Fund
TIF Project Area 5	202__	E TIF Project Area 5 Bond Fund

TIF Project Area 6 202__ F TIF Project Area 6 Bond Fund

Said pledge of TIF Revenues is made as security for and to provide payment of the respective TIF Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for such TIF Indebtedness in accordance with the terms of the Resolution).

Section 3.04A Purchase and Pledge of TIF Indebtedness/Grant of Net Proceeds of TIF Indebtedness.

The Redeveloper agrees to purchase and fund each series of the TIF Indebtedness from the Authority for a price equal to the principal amount thereof, payable as provided in Section 3.02A and this Section 3.04A. The Redevelopment Plan provides for the Redeveloper to receive a grant under this Redevelopment Contract. In accordance with the terms of the Redevelopment Plan the Redeveloper shall receive a grant within 30 days of receipt, sufficient to pay the costs for reimbursement of eligible and lawful TIF Project Costs as set forth on Exhibit G. The aggregate maximum amount of all TIF Indebtedness and the Authority's pledge and grant shall not exceed \$26,257,076.00. Notwithstanding the foregoing, the aggregate amount of the TIF Indebtedness and pledge and grant shall not exceed the amount of TIF Project Costs as certified pursuant to Section 3.02C of this Redevelopment Contract. The Authority shall have no obligation to pledge and provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 3.05A Creation of Funds.

In the Resolution, the Authority has provided for the creation of the following funds and accounts which funds shall be held by the Authority separate and apart from all other funds and moneys of the Authority and the City:

TIF Project Area 1	202__ A TIF Project Area 1 Bond Fund
TIF Project Area 2	202__ B TIF Project Area 2 Bond Fund
TIF Project Area 3	202__ C TIF Project Area 3 Bond Fund
TIF Project Area 4	202__ D TIF Project Area 4 Bond Fund
TIF Project Area 5	202__ E TIF Project Area 5 Bond Fund
TIF Project Area 6	202__ F TIF Project Area 6 Bond Fund

Section 3.06 A City General Fund Grant Reimbursement.

(a) City agrees to timely provide the Authority the sum of up to \$5,500,000, pursuant to Section 18-2138 and Section 18-2140 of the Act for purposes of assisting in the implementation of the Redevelopment Plan and as reimbursement in the design, construction and implementation of the eligible Public Improvements identified in paragraph 3.06A (e) below. The Authority shall grant those funds to the Redeveloper or its lender if an assignment of said funds has been received by the City for reimbursement of eligible costs paid by the Redeveloper but only for those Public Improvements identified in paragraph 3.06A (e) below.

(b) Redeveloper shall provide City and Authority a detailed budget with expenditure categories for all reimbursable Public Costs identified in paragraph 3.06A prior to undertaking the construction of such improvements.

(c) Prior to Redeveloper constructing public access roadways, sewer main extensions, water main extensions, electrical infrastructure or installation, modification or relocation of storm water detention cells, and other Public Improvements located within public rights-of-way or public easements, Redeveloper shall submit to the City Engineer engineering plans and specifications for such improvements. All such design and construction shall be to City standards (Grand Island Public Works General Plans and Specifications). The City Engineer must provide written approval of all final design plans, construction documents and final building materials prior to start of construction or purchase of materials.

(d) Said funds shall be set aside in an interest-bearing account, separate from other funds of the City. The interest earned on such account shall be entirely for the benefit of the City. Redeveloper shall submit invoices and proof of payment to the Authority for items to be reimbursed from said account. The Hall County Regional Planning Director shall approve or deny a request for reimbursement within fourteen (14) days of Redeveloper's submittal of invoices and proof of payment. Upon the Planning Director's approval, the invoices shall be submitted to the City Administrator for further approval or denial within fourteen (14) days Planning Director's submittal. Thereafter, the City shall , within ten (10) days of approval by the City Administrator, forward funds to the Authority. The Authority shall, within ten (10) days of receipt of funds after its next regular meeting, transfer such funds thereafter to the Redeveloper or its lender if an assignment of said funds has been received by the Authority after its next regular meeting.

(e) Reimbursement requests shall be submitted no more than one time per calendar month and shall be paid by the Authority within sixty (60) days of receipt. The request shall be signed by the manager of the Redeveloper or its designated party, for the following public infrastructure improvements in the Community Redevelopment Area as generally shown on Exhibit H, to wit:

- 1) Replacement, relocation or abandonment of the City's sanitary sewer collection system, manholes and surface repair and acquisition, construction and installation of other necessary improvements and betterments to the City's sanitary sewer system and facilities.
- 2) Replacement, relocation or abandonment of the City's storm sewer collection system, manholes and surface repair and acquisition, construction and installation of other necessary improvements and betterments to the City's storm system and facilities.
- 3) Replacement, relocation or abandonment of the City's drinking water main distribution pipes, valves, vaults and surface repair and acquisition, construction and installation of other necessary improvements and betterments to the City's drinking water system and facilities.
- 4) Construction of 16th Street and Overland Street public easement area (Outlot A as shown on Exhibit K) to City street construction standards as approved by City Engineer.

- 5) Replacement and relocation (excavating new and filling existing cells) of City's existing stormwater detention capacity, inclusive of stormwater piping connecting the replacement detention cell facilities and not private piping.
- 6) Easement acquisition costs for Outlot A shown on Exhibit K and all public easement and stormwater detention facilities shown on said Exhibit K.
- 7) Installation of electrical main conduit and transformer pads.
- 8) Sidewalk improvements.
- 9) Engineering fees for items 1 through 8 above on a pro rata basis for design and engineering.

PROVIDED, HOWEVER, IN ALL EVENTS THE TOTAL REIMBURSEMENT HEREUNDER SHALL NOT EXCEED \$5,500,000.00. The amount of costs on paragraph 3.06A(e) may shift between categories. The parties agree that any pledge and grant paid pursuant to this paragraph 3.06A to the Redeveloper as reimbursement for the cost of the public infrastructure improvements are for the benefit of the City and the public and are granted pursuant to the contract provisions described herein and that such grant funds are not under the dominion and control of the Redeveloper and should not be construed as income to the Redeveloper under Internal Revenue Code Section 61 (I.R.C. § 61).

Any amounts paid for the professional fees, design fees attributable to the above list of improvements shall qualify as reimbursable costs.

The amounts set forth above are reasonable best estimates at the time and it is agreed to and understood that such estimates are subject to change as part of the specific site plans, design specifications, locations, City approvals and public regulations. The reimbursable amounts may be applied or reallocated to any one or all of the stated line items above, irrespective of the costs set forth above, up to the total maximum reimbursable amount of \$5,500,000.

(f) No disbursement requests shall be made later than January 1, 2029. Any funds remaining in the account described in paragraph 3.06A (d) after said date shall revert to the City free and clear of any obligation to the Authority, the Redeveloper or its lender.

Section 3.07A Grow Grand Island Fund Grant.

To the extent that the City or Authority receives "Grow Grand Island Funds" designated for the Redevelopment Project the City and Authority agree to pay such funds to the Redeveloper pursuant to the instructions of the Grow Grand Island governing committee.

Section 3.08A Authority General Fund Grant.

So long as Redeveloper is not in default under this Redevelopment Contract, the Authority shall grant to the Redeveloper, or its lender if an assignment of said funds has been received by the Authority, the sum of \$200,000.00 on the 1st day of November, 2023, and a like

sum on the same day of each succeeding year for a total of twenty payments, subject to the Authority receiving annual City budget approval for said payment. Said payments shall be an aid or reimbursement in the design, construction and implementation of the Redevelopment Project. In the event, for any year the City does not provide such budget approval, then and in that event, City shall make such timely payments on the dates listed above to the Redeveloper in lieu of the same being made by the Authority. Said funds shall be utilized for reimbursement of eligible expenditures as certified by the Redeveloper pursuant to Section 4.05. PROVIDED, HOWEVER, IN ALL EVENTS, funds designated in this paragraph shall cease and terminate if Redeveloper has not completed construction of TIF Project Area 1 (Northern Mall), TIF Project Area 2 (Anchor Tract), and TIF Project Area 4 (Multi-Family Apartments), on or before December 31, 2030. For clarity, Redeveloper shall receive a total of 8 payments of \$200,000 prior to termination of payments for non-completion of building requirements described herein.

B. OBLIGATIONS OF REDEVELOPER

Section 3.09A Construction of TIF Project and EEA Project. Redeveloper shall:

- (a) Purchase the fee title to the Redevelopment Project Area and replat the same, substantially in the form attached as Exhibit K.
- (b) Demolish certain structures on the Redevelopment Project Area and prepare the same for redevelopment pursuant to the Redevelopment Plan.
- (c) Provide engineered drawings and plans for: (1) dedication of public easement areas; (2) installation of a public access road on Outlot A as shown on Exhibit K; (3) extension of public sanitary sewer mains; (4) potable water mains; (5) electrical infrastructure; (6) storm water detention cells reshaping and relocation; and (7) public sidewalks.
- (d) After approval of the City Engineer of engineered drawings and plans and materials, provide and pay for: (1) the timely installation of the extension of sanitary sewer mains, potable water mains, electrical infrastructure, storm water detention cells and public sidewalks and (2) "As built" set of plans and specifications including required test results bearing the seal and signature of a registered professional engineer shall be filed with the City's Engineer by Redeveloper prior to acceptance of such improvements by the City.
- (e) Upon written request by the City execute and deliver a warranty deed of conveyance to City for Outlot A and conveyance of all public easement and stormwater detention facilities shown on Exhibit K at no additional costs. The City hereby approves said transfer of Outlot A and easements to the City. Neither the Redeveloper nor any successor in interest shall encumber said Outlot A. The obligation to convey Outlot A and the easements shall expire on December 31, 2053.
- (f) Construct or provide for the construction of all Private Improvements (described in the Redevelopment Plan) and Public Improvements in compliance with all applicable local, state, and federal building and construction laws and codes. Redeveloper and any subsequent purchaser of real estate in the Redevelopment Project Area is required hereby to secure and maintain all permits and licenses necessary for its use of the Redevelopment Project including, but not limited to, necessary building permits and inspections.
- (g) Nothing prevents Buyer from contesting the validity of any claim or lien

in any manner it chooses so long as such contest is pursued with reasonable diligence and provided that a sufficient bond or security is posted with the Clerk of the district court pursuant to Neb. Rev. Stat. § 52-142 to avoid or prevent foreclosure of such encumbrance or lien.

(h) Nothing prevents Buyer from contesting the validity of any claim or lien in any manner it chooses so long as such contest is pursued with reasonable diligence and provided that a sufficient bond or security is posted with the Clerk of the district court pursuant to Neb. Rev. Stat. § 52-142 to avoid or prevent foreclosure of such encumbrance or lien.

(i) Until construction of the Redevelopment Project has been completed, make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Such reports shall include actual expenditures incurred as described on Exhibit E. Require any general contractor chosen by the Redeveloper or any purchaser of a portion of the Community Redevelopment Area, to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations. The City, the Authority and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof, excluding the value of the land. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor with respect to any specific contract or the Redeveloper shall also carry insurance on all stored materials. The contractor or the Redeveloper, as the case may be, shall furnish the Authority and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of the policies. In the event any company, whose stock is publicly traded, acquires an interest in Lot 3 shown on Exhibit K may self-insure and, in that event, such insurance coverage and requirements shall not be required.

(j) The Redeveloper agrees that Redeveloper, any purchasers of any interest in the Redevelopment Project Area (with the exception of the purchaser of Lot 3 shown on Exhibit K or its contractors) and any contractor for the improvements to be reimbursed as a part of the improvements described in paragraph 3.09A(c) for the Community Redevelopment Area shall be required to agree to use a federal immigration verification system (as defined in §4-114, R.S. Supp. 2012) to determine the work eligibility status of new employees physically performing services on the Redevelopment Project and to comply with all applicable requirements of §4-114, R.S. Supp. 2012.

(k) Retain copies of all supporting documents that are associated with the Redevelopment Plan or the construction of the Redevelopment Project and that are received or generated by the Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City as needed to comply with the City's retention requirements under section 18-2117.04 of the Act. For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or

payments associated with the division of taxes. This paragraph shall be binding on all purchasers of any Lot in the Redevelopment Project Area.

Section 3.10A No Discrimination.

So long as the TIF Indebtedness or Enhanced Employment Act Indebtedness are outstanding neither the Redeveloper nor any purchaser of an interest in the Redevelopment Project Area shall discriminate against any person or group of persons on account of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, its successors and transferees, agree that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance, and further agrees to require that its contractor and subcontractors shall agree to conform to said requirements. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project. For purposes of this paragraph, discrimination shall mean discrimination as defined by the laws of the United States and the State of Nebraska.

Section 3.11A. Cost Certification.

Redeveloper shall submit to the Authority from time to time a TIF Project Cost Certification certifying that a portion of the TIF Project or Redevelopment Improvement has been substantially completed and certifying the actual costs incurred by the Redeveloper in the completion of such portion of the TIF Project or Redevelopment Improvement. The Cost Certification shall be organized in categories set forth on Exhibit G and shall include copies of invoices and cancelled checks showing payment of the same. The parties agree that redevelopment expenditures will involve multiple TIF Project Areas from time to time. To the extent possible Redeveloper will certify eligible costs incurred in each TIF Project Area. Cost certification shall not be required for construction on Lots conveyed to other parties, provided that, the Redeveloper shall still be entitled to receive TIF Revenues from said Lots.

Section 3.12A. Termination.

Notwithstanding any contrary provision, the TIF Revenues shall cease upon expiration of the applicable TIF Period or full repayment of the TIF Indebtedness, whichever period of time is shorter. The provisions of Article III of this Redevelopment Contract shall terminate for the respective TIF Project Area upon expiration of the TIF Period or full repayment of the TIF Indebtedness, whichever period of time is shorter.

ARTICLE IV

THE PARTIES OBLIGATIONS RELATING TO OCCUPATION TAX REVENUE BONDS

Section 4.01 Enhanced Employment Area.

The Authority hereby designates the Enhanced Employment Area as shown and legally described on Exhibit C-1. The Enhanced Employment Area is eligible for the imposition of an occupation tax pursuant to the Enhanced Employment Act. New investment within the Enhanced Employment Area will result in at least fifteen (15) new employees and new investment of at least one million dollars (\$1,000,000.00), pursuant to Section 18-2116 of the Nebraska Revised Statutes (Note: Hall County 2020 Census shows a population of 53,534). The Enhanced Employment Area does not exceed six hundred acres in size.

Section 4.02 Occupation Tax.

The City agrees to levy a general business occupation tax upon all businesses within the Enhanced Employment Area for the purpose of paying the principal and interest of each series of Enhanced Employment Act Indebtedness. Such occupation tax shall be established by the Occupation Tax Ordinance, which shall be implemented for the Enhanced Employment Area and shall remain effective for a period of 360 months, or such shorter time as is required to fully pay the principal and interest on the Enhanced Employment Act Indebtedness for the Enhanced Employment Area. The Occupation Tax Ordinance shall provide that the effective date shall commence the first day of the month that is after sixty days of the Start Date (the “**Occupation Tax Date**”) with the Authority for the Enhanced Employment Area. Beginning on the Occupation Tax Date of the Enhanced Employment Area, and in each calendar month thereafter, the occupation tax is imposed upon each and every person operating a business within the Enhanced Employment Area. The amount of such tax shall be one- and one-half percent (1.50%) of all transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the businesses subject to this tax as more particularly described in the Occupation Tax Ordinance, except that no Occupation Tax shall be imposed on any transaction which is subject to tax under Nebraska Revised Statutes sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602, or 77-4008 or which is exempt from tax under section 77-2704.24. The Occupation Tax Ordinance shall provide that failure to pay the occupation tax shall constitute a violation of the Ordinance and subject the violator to a fine or other punishment as provided by the Ordinance.

Within the Enhanced Employment Area created by this Redevelopment Contract, any business that has one hundred thirty-five thousand 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. In making such determination, the Governing Body may rely upon written undertakings provided by any owner of property within such area.

Section 4.03 Issuance of Enhanced Employment Act Indebtedness.

After the execution of this Redevelopment Contract, the adoption of the Bond Resolution, and the date the Occupation Tax Ordinance has been lawfully adopted, the Authority shall issue its Enhanced Employment Act Indebtedness in substantially the form shown on the attached Exhibit C-2 (“**Occupation Tax Revenue Bond**”) and for a term that is not to exceed 360

months, that is payable during the Enhanced Employment Act Period for the Enhanced Employment Area. Each series of Enhanced Employment Act Indebtedness shall be purchased and funded by the Redeveloper. The Authority hereby pledges and grants to the Redeveloper, or its lender if an assignment of said funds has been received by the Authority, the amount of each such Series of the Enhanced Employment Act Indebtedness as an offset against the purchase price thereof. The Enhanced Employment Act Indebtedness shall specifically provide that any shortfall in anticipated Enhanced Employment Act Tax Revenues from the businesses within the Enhanced Employment Area for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Area or termination of the Enhanced Employment Act Period, shall be borne entirely by the Redeveloper without recourse of any kind against the City or Authority. The City Administrator on behalf of the City and Authority shall have the authority to determine all the other necessary and reasonable details and mechanics of the Enhanced Employment Act Enhanced Employment Act Indebtedness, Enhanced Employment Act Tax Revenues, City Enhanced Employment Act Project Accounts and the pledges and grants of funds for the eligible Enhanced Employment Act Costs. Upon the expiration of the said 360 months, any outstanding balance of principal or interest of the Enhanced Employment Act Indebtedness shall be forfeited and forgiven.

Section 4.04 Enhanced Employment Act Tax Revenues.

The City will impose this occupation tax authorized by the Enhanced Employment Act to generate the Enhanced Employment Act Tax Revenues to be derived from the occupation taxes of the businesses located within the Enhanced Employment Area as determined in the manner provided for in the Community Development Law. The City and Authority shall work with the Nebraska Department of Revenue, if necessary, to facilitate the operation of the occupation tax and to secure the Redeveloper receipt of the Enhanced Employment Act Tax Revenues from such occupation tax. All Occupation Tax Revenues, less 0.5% administrative fees retained by the City, shall be paid to the Authority and shall be used by the Authority to pay the principal and interest on the Enhanced Employment Act Indebtedness.

Section 4.05 EEA Cost Certification.

Redeveloper (and any third party that receives title to a Lot from the Redeveloper) shall submit to the Authority from time to time an EEA Project Cost Certification for any requested reimbursement certifying that a portion of the Enhanced Employment or Redevelopment Improvement has been substantially completed and certifying the actual costs incurred by the Redeveloper in the completion of such portion(s) of the Enhanced Employment Area or Redevelopment Improvement of invoices and cancelled checks showing payment of the same. The parties agree that redevelopment expenditures will involve the Enhanced Employment Area from time to time.

Section 4.06 Debt Service for Enhanced Employment Act Indebtedness.

The Authority shall, to the extent allowed by law, and then only to the extent funds are lawfully available from Enhanced Employment Act Tax Revenues generated for the Enhanced Employment Area, pay the debt service on the Enhanced Employment Act Indebtedness for the Enhanced Employment Area, with interest at a rate per annum not to exceed six and one-half

percent (6.5%). Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from respective Enhanced Employment Act Tax Revenues allocated for the Enhanced Employment Area and shall not constitute a general obligation or debt of the City or Authority. Any such occupation tax shall remain in effect during the applicable Enhanced Employment Act Period.

Section 4.07 Deficiency in Enhanced Employment Act Tax Revenues.

Any shortfall in anticipated Enhanced Employment Act Tax Revenues for any reason whatsoever, specifically including a decline in occupation taxable receipts within the Enhanced Employment Area shall be borne entirely by the Redeveloper without recourse of any kind against the City and/or Authority. In the event the Enhanced Employment Act Indebtedness for the Enhanced Employment Area are not retired in full at the end of the Enhanced Employment Act Period, any remaining Enhanced Employment Act Indebtedness shall be forgiven. In the event that any deficiency payments made by the Redeveloper as required by this subsection or any interest that has accrued thereon have not been repaid at the end of the Enhanced Employment Act Period, Redeveloper agrees that neither the City nor Authority shall be liable for payment of said shortfall or deficiency amounts. The Redeveloper, at its expense, shall assume said shortfall or deficiency, but the Redeveloper shall not be liable to the Authority or City for such shortfall or deficiency.

Section 4.08 Duty to Maintain.

During the Enhanced Employment Act Period, Redeveloper (or a duly created Shopping Center Association), at its cost, subject to reimbursement for Enhanced Employment Act Project Costs from any available Enhanced Employment Act Proceeds as described herein, shall, following construction of the Enhanced Employment Act Projects use its reasonable efforts to (a) maintain the same in good order and condition and state of repair in accordance with the best prevailing standards from time to time for retail developments and improvements of similar size, kind and quality in Grand Island, Nebraska, and (b) maintain the related grounds in a safe and sanitary condition including, but not limited to, sweeping and removal of trash, litter and refuse, repair and replacement of paving as reasonably necessary, maintenance of landscaped areas (including replacement and replanting), removal of snow and ice from sidewalks, driveways, parking areas, and private roadways, in order to keep the same free from dilapidation or deterioration and free from conditions which endanger life or property by fire or other causes. In addition, the Redeveloper's (or a duly created Shopping Center Association's) duty to maintain the Enhanced Employment Act Project with the Enhanced Employment Area during the Enhanced Employment Act Period shall include the following:

(a) The standard of maintenance for the Enhanced Employment Area shall be comparable to the standards of maintenance, repair and replacement followed in other good quality retail developments in Grand Island, Nebraska.

(b) Maintaining, repairing and replacing all paved surfaces of the Enhanced Employment Area in a reasonably smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing any paved surfaces as reasonably necessary.

- (c) Removing of all filth, paper and refuse to the extent necessary to keep the Enhanced Employment Area in a clean and orderly condition.
- (d) Placing, keeping in repair and replacing when reasonably necessary any appropriate directional signs, markers and lines.
- (e) Keeping in repair and replacing when reasonably necessary such lighting facilities as may be installed on the Enhanced Employment Area.
- (f) Maintaining all finished landscaped areas, repairing irrigation systems and water lines, and replacing shrubs and other finished landscaping as reasonably necessary; provided, however, that nothing in this Redevelopment Contract shall obligate the Redeveloper (or a duly created Shopping Center Association) to landscape any portion of an unimproved real estate prior to the date it is improved.
- (g) Cleaning, maintaining and repairing of all sidewalks.
- (h) Maintaining in good and safe condition and state of repair any building exterior improvements located thereon.

Section 4.09 Reimbursement of Grants.

In the event Redeveloper fails to maintain the Redeveloper's Enhanced Employment Act Project as provided in Section 4.08 above, and the Redeveloper fails to cure such breach within thirty (30) days after receiving written notice specifying the manner in which the Redeveloper has breached this Redevelopment Contract from the Authority, or such longer period if such deficiency cannot reasonably be cured within such thirty (30) day period, then such duty to maintain shall be considered a violation of the City of Grand Island Property Maintenance Code, and the City and/or Authority shall have the right to enforce Redeveloper's duty to maintain as provided in the City of Grand Island Code, or by any other means provided by law.

Section 4.10 Agreement to Pay Taxes.

Redeveloper agrees to use commercially reasonable efforts to require its tenants located within the Enhanced Employment Area to pay all occupation taxes levied upon the Enhanced Employment Area and improvements thereon prior to the time the taxes become delinquent. Redeveloper shall include this requirement in all tenant leases of space located within the Enhanced Employment Area. This contractual obligation to pay such occupation taxes prior to delinquency shall cease upon expiration of the Enhanced Employment Act Period or so long as the Occupation Tax Revenue Bond remains outstanding whichever period of time is shorter.

Section 4.11 City and Authority Not Liable for Deficiency.

Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Authority. Neither the City nor Authority shall be liable for any deficiency or shortfall in the anticipated collection of the occupation tax revenue collected in the Enhanced Employment Area. The Redeveloper, at its expense, shall assume said shortfall or deficiency, but the Redeveloper shall not be liable to the Authority or City for such shortfall or deficiency.

Section 4.12 Insurance Damage or Destruction of the Enhanced Employment Act Project.

During the Enhanced Employment Act Period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or other owner or tenant in possession to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value of the Enhanced Employment Act Project, less the value of the land, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to restore the Enhanced Employment Act Project to its prior condition within fifteen (15) months from the date of the damage or destruction, diligently pursuing the same to completion. In the event any company, whose stock is publicly traded, acquires an interest in Lot 3 shown on Exhibit K may self-insure and, in that event, such insurance coverage and requirements shall not be required.

Section 4.13 Termination.

Notwithstanding any contrary provision, the occupation tax upon the businesses within the Enhanced Employment Area shall cease upon expiration of the applicable Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter. The provisions of Section 4.1 through 4.12 of this Redevelopment Contract shall terminate for the Enhanced Employment Area upon expiration of the Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter. Upon termination of the Enhanced Employment Area Designation under this provision, the City shall terminate collection of any Enhanced Employment Area Occupation Tax and further terminate and shall be relieved of any obligation to make payment under the Enhanced Employment Area Indebtedness for such terminated area.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area, the Redevelopment Project Property, and Enhanced Employment Area which are in excess of the amounts paid from the proceeds of the grants to the Redeveloper that are provided in Section 3.07A and Section 3.08A and from the grant proceeds of the TIF Indebtedness and Enhanced Employment Act Indebtedness. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Redevelopment Project.

ARTICLE VI

RELOCATION AND CONSENT

Section 6.01 Relocation.

Redeveloper, at its cost, shall be responsible to pay any required tenant relocation costs as required by any federal, state or local relocation laws, including but not limited to, the Nebraska Relocation Assistance Act (Neb. Rev. Stat. Section 76-12114 et seq.) (collectively “**Relocation Laws**”), in order to implement the Master Project within the Redevelopment Project Area and the Enhanced Employment Area. Such cost shall include but shall not be limited to legal and consultants fees and any and all damage awards.

Section 6.02 Consent.

Redeveloper hereby covenants that the owners of the Existing Red Lobster property and Existing Wells Fargo property have covenanted and consented with respect to the designation of the properties set forth in Exhibit C-1, and incorporated herein by this reference, as an enhanced employment area pursuant to Section 18-2119 of the Act and as a Redevelopment Project under the Act, and such covenant and consent shall be binding upon all future owners of the Enhanced Employment Area.

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VII, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. Any curing of any default or breach by a Mortgage Holder of Redeveloper shall be deemed to be a curing by Redeveloper. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Authority shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness, the subsequent payment of grant amounts to the Redeveloper as set forth in this Redevelopment Contract, the payment of all the TIF Revenues and Enhanced Employment Act Tax Revenues described in this Redevelopment Contract and the payments under Section 3.08A.

Section 7.02 Additional Remedies of Authority.

The following Redeveloper “event of default” of (a) or (b) below shall trigger the additional remedy described in this Section:

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the TIF Project Costs and/or Enhanced Employment Act Project Costs on or before December 31, 2024, or shall abandon construction work related to the aforementioned costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather, or forced delay as set forth in Section 7.04; and

(b) the Redeveloper, or its successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; provided that, such failure to pay real estate taxes or assessment shall not apply to Lots that the Redeveloper conveys to other parties.

The Redeveloper “event of default of (a) or (b) above shall be subject to the Redeveloper’s curative rights described in Section 7.01 above.

In the event of such Redeveloper’s failure to perform, breach or default occurs for Redeveloper “event of default of (a)” above and is not cured in the period herein provided, the parties agree that the damages caused by such “event of default” to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04A and 4.03 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness and Enhanced Employment Act Indebtedness, plus interest on such amounts as provided herein (the “**Liquidated Damages Amount (a)**”). Upon the occurrence of an event of default, the Liquidated Damages Amount (a) shall be applied as a reduction to the outstanding principal amount of the applicable indebtedness.

In the event of such Redeveloper’s failure to perform, breach or default occurs for Redeveloper “event of default of (b)” above and is not cured in the period herein provided, the parties agree that the damages caused by such “event of default” to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04A of this Redevelopment Contract, less any reductions in the principal amount of the TIF Revenues, plus interest on such amounts as provided herein (the “**Liquidated Damages Amount (b)**”). Upon the occurrence of an event of default, the Liquidated Damages Amount (b) shall be applied as a reduction to the outstanding principal amount of the TIF Indebtedness.

Payment of the Liquidated Damages Amount shall only apply to the Redeveloper and not to any other parties. Payment of the Liquidated Damages Amount not relieve Redeveloper of its obligation to pay real estate taxes, occupation taxes, or assessments with respect to the Redevelopment Project Property, the Project, and the Enhanced Employment Area.

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment

Contract (other than those specific provisions contained in Section 7.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract and shall not be covered by the Liquidated Damages Amount.

Section 7.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Project Area and Enhanced Employment Area or any part thereof for redevelopment, or the beginning and completion of construction of the TIF Project and Enhanced Employment Area Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or 9.08

, including, but not restricted to, acts of God, pandemics, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes or delays in the issuance of any necessary permits and other governmental approvals; any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Redevelopment Project Area, over the construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies, governmental requirements and/or shutdowns, or other labor disputes, damage to work in progress by reason of fire or other casualty, unavailability of labor or materials, default of general contractor or other contractors, or causes beyond the reasonable control of a party then, it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Master Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay. The provisions of this Section will not operate to excuse any party from the prompt payment of any monies required by this Redevelopment Contract.

Section 7.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VII or this Redevelopment Contract to the contrary, neither the City's or Authority's, respective elected officials, officers, directors, appointed officials, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority and the City under this Redevelopment Contract shall be those covenants, promises, pledges, grants, responsibilities and liabilities stated herein. The Redeveloper releases the City

and Authority from, agrees that neither the City nor Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Master Project; provided that, the Redeveloper's indemnification under this paragraph shall not apply to intentional misconduct and acts or omissions of the Authority, City or their respective elected officials, officers, directors, appointed officials, employees, agents and members of their governing bodies and further provided that, this indemnification shall only apply to the Redeveloper and not to any other parties.

Redeveloper agrees to indemnify and hold City and Authority harmless to the extent of any payments in connection with carrying out completion of the Enhanced Employment Act Project the City may make, for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations who performed labor or furnished materials, equipment, or supplies used in construction of the Enhanced Employment Act Project; provided that, the Redeveloper's indemnification under this paragraph shall not apply to intentional misconduct and negligent acts or omissions of the Authority, City or their respective elected officials, officers, directors, appointed officials, employees, agents and members of their governing bodies and further provided that, this indemnification shall only apply to the Redeveloper and not to any other parties.

Redeveloper agrees to indemnify and hold City and Authority harmless for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations under the Relocation Laws in connection with or implementation of the Master Project within the Redevelopment Project Area and the Enhanced Employment Area.

The Redeveloper will indemnify and hold each of the City and Authority and their respective elected officials, directors, officers, appointed officials, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense (excluding litigation expenses, attorneys' fees and expenses, or court costs), arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Master Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Master Project; provided that, the Redeveloper's indemnification under this paragraph shall not apply to intentional misconduct and negligent acts or omissions of the Authority, City or their respective elected officials, officers, directors, appointed officials, employees, agents and members of their governing bodies and further provided that, this indemnification shall only apply to the Redeveloper and not to any other parties. The City and Authority do not waive their governmental immunity by entering into this Redevelopment Contract and fully retain all immunities and defenses provided by law.

ARTICLE VIII MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

Section 8.01 Mortgage Holder Obligations.

Each Mortgage Holder who obtains title to the Redevelopment Project Area or any part thereof as a result of foreclosure or other judicial proceedings or action in lieu thereof shall not be obligated by and shall be exempted from those provisions of this Redevelopment Contract which require design, construction and completion of the Redeveloper Improvements. The above exemption shall not run in favor of any purchaser at foreclosure or judicial sale other than the Mortgage Holder; nor in favor of any person who subsequently obtains title to the Redevelopment Project Area or any part thereof from the Mortgage Holder; provided, however, no person, including the Mortgage Holder may devote the Redeveloper Improvements thereon or any part thereof to any use or construct any improvements thereon other than those uses and improvements provided and permitted in accordance with this Redevelopment Contract.

Section 8.02 Copy of Notice of Default to Mortgage Holder.

Whenever the City or Authority shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Redevelopment Contract, the City or Authority shall at the same time forward a copy of such notice or demand to each Mortgage Holder of any Mortgage at the last address of such Mortgage Holder as shown in the records of the Register of Deeds of Hall County, Nebraska or as provided to the City or Authority by such Mortgage Holder.

Section 8.03 Mortgage Holder's Option to Cure Defaults.

If thirty (30) days after notice or demand with respect to any breach of default as referred to in Section 701, such breach or default remains uncured, each such Mortgage Holder shall have the right, at its option, to cure or remedy such breach or default within sixty (60) days after the notice or demand as referred to in Section 701, and to add the cost thereof to the mortgage debt and the lien of its mortgage. If the Mortgage Holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default. In the event the Mortgage Holder fails to cure, then the City or Authority shall have the remedies provided for in this Redevelopment Contract.

Section 8.04 Termination of Provisions.

The provisions of this Article VIII shall terminate upon completion of Redeveloper Improvements.

ARTICLE IX MISCELLANEOUS

Section 9.01 Notice Recording.

This Redevelopment Contract shall be recorded in the office of the Register of Deeds of Hall County, Nebraska as required by Section 18-2119 (2) of the Act immediately after the Start Date.

Section 9.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 9.03 Assignment or Conveyance.

That prior to the completion of the Redevelopment Improvements, this Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Authority. Such consent shall not be unreasonably withheld, conditioned or delayed. Redeveloper may assign this Redevelopment Contract as it touches or concerns a Lot that the Redeveloper conveys to a third party; provided that, the Redeveloper shall remain responsible for its performance of the Redevelopment Contract that touches or concerns such Lot, unless the City and Authority specifically releases the Redeveloper from said performance. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that any application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot, shall still be subject to Section 7.01 and Section 18-2147 of the Act.

Section 9.04 Binding Effect: Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 9.05 Effective Date and Implementation of Redevelopment Contract.

This Redevelopment Contract is in full force and effect from and after the date of execution hereof by both the Redeveloper and the Authority.

Section 9.06 Notices to Parties.

Notices to Parties shall be mailed by certified U. S. Mail, return receipt requested, postage prepaid, to the following addresses:

To Redeveloper:

Woodsonia Hwy 281, LLC
Attention: Manager
c/o Woodsonia Real Estate, Inc.
20010 Manderson Street, Suite 101
Elkhorn, NE 68022

With Copy to:
Kent Seacrest
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

And

To Authority and City:

Grand Island City Clerk
100 E. 1st Street
Grand Island, NE 68801

With Copy to:
Michael L. Bacon
Bacon, Vinton & Venteicher Attorneys
P.O. Box 208
Gothenburg, NE 69138

Section 9.07 Grants.

The City, Authority and Redeveloper agree that any grant paid hereunder to the Redeveloper as reimbursement for the cost of the Public Improvements are for the benefit of the City, Authority and the public and are granted pursuant to the contract provisions described herein and that such grant funds are not under the dominion and control of the Redeveloper and should not be construed as income to the Redeveloper under the Internal Revenue Code Section 61 (I.R.C. § 61). Notwithstanding any contrary provisions herein, any grant(s) described in this Redevelopment Contract will be timely made by the applicable governmental entity even if the Redevelopment Improvements are still being implemented and/or under construction.

Section 9.08 Authority's Authorized to Acquire Real Property.

This Redevelopment Contract provides for the Redeveloper's and other commercial entities' assemblage and acquisition of desirable or necessary parcels, fee titles, easements, leases, covenants and other property rights (collectively "**Real Property Interests**") in order to implement the Redevelopment Project. The Redeveloper will use its best and reasonable efforts to acquire or enter into agreements to acquire the Real Property Interests to implement the Redevelopment Project on or before or before February 1, 2023, and continues such efforts thereafter. After February 1, 2023, the Authority is authorized to assemble and acquire any remaining Real Estate Interests 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 within the Community Redevelopment Area. If voluntary agreement is not possible and, to the extent permitted by law, the Authority is authorized to use its eminent domain powers and will institute condemnation proceedings, if necessary. Redeveloper may request in writing that the Authority condemn the required Real Property Interests. In the event the request includes Real Estate Interests within the Enhanced Employment Area, then the redevelopers shall also request in writing for the Authority to terminate the designation of the real estate underlying the Real Property Interest as an Enhanced Employment Area. The Redeveloper shall additionally deliver to the Authority the sums the Authority shall, in its absolute and sole discretion, deemed necessary to prosecute and pay for such condemnation. Upon completion of the above Redeveloper's responsibilities listed above, the Authority shall use its eminent domain powers and in a timely manner institute the necessary condemnation proceedings and prosecute the same to the extent permitted by law the applicable condemnation proceeding for the requested Real Estate Interests. If the Authority elects to sell and convey of any Real Property Interests that the Authority assembled and acquired, then the Authority shall sell the acquired Real Property Interests at fair value as required by the Act. Any fair value sales proceeds will then be expended by the Authority to the extent permitted by law to either (i) fund eligible Redevelopment Project Improvements as described in this Redevelopment Contract and/or (ii) reimburse the Redeveloper for prior Redevelopment Project Improvements expenditures.

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Section 9.09 Recording.

This Redevelopment Contract shall be recorded immediately after the Start Date with the Register of Deeds of Hall County, Nebraska, against the Redevelopment Project Area, at the Redeveloper's expense.

Section 9.10 Penal Bond.

Before commencing any work, the Redeveloper shall provide a penal bond in the amount of \$10,000 with good and sufficient surety to be approved by the Authority, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to TIF Project Costs and Enhanced Employment Act Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Authority to the extent of any payments in connection with the carrying out of such contracts which the Authority may be required to make under the law.

Section 9.11 Public Traded Company Assignment and Assumption.

Redeveloper is negotiating and intends to execute a Purchase Agreement with a publicly traded company (“PTC”) to sell Lot 3 as shown on Exhibit K. Said PTC owns and/or operates over 1,500 general merchandise stores in all fifty states and the District of Columbia which merchandise stores sells apparel and accessories, beauty and household essentials, food and beverage, hardlines, and home furnishing and/or décor. The sale of Lot 3 to PTC will allow PTC to build a Grand Island, Nebraska merchandise store greater than 135,000 square feet in size. The City and Authority hereby consents and approves of the Redeveloper selling and transferring Lot 3 to a PTC and PTC purchasing and receiving Lot 3 from the Redeveloper, subject to the terms and conditions of the Assignment and Assumption for Lot 3 as shown on Exhibit L. Redeveloper and PTC may execute and deliver the Assignment and Assumption for Lot 3 before or after the approval, execution and delivery of the Redevelopment Contract and before or after the recording of the Redevelopment Contract with the Register of Deeds Office, Hall County, Nebraska. The City and Authority agrees that the defined “**Redevelopment Contract Obligations**” defined and stated in Exhibit L are the only obligations, covenants, agreements, terms and/or conditions of the Redevelopment Contract that will be effective, enforceable and binding upon the PTC and the owner of Lot 3.

Section 9.12 Termination of the Redevelopment Contract.

Notwithstanding any contrary provision, this Redevelopment Contract shall terminate without notice upon expiration of the TIF Period and the expiration of the Enhanced Employment Act Period; provided that the Authority and City shall have the continued obligation to make the payments described in Section 3.08A.

Section 9.13 Counterparts. This Redevelopment Contract may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

Section 9.14 Effective Date of the Redevelopment Contract. This Redevelopment Contract shall not be effective and not be in full force and effect until the occurrence of the Start Date.

Section 9.15 Exhibits.

The following Exhibits are attached to this Redevelopment Contract and are incorporated herein by this reference:

Exhibit A – Blighted and Substandard Area and Extremely Blighted Area

Exhibit B-1 – Community Redevelopment Area and Redevelopment Project Area

Exhibit B-2 – Redevelopment Project

Exhibit C-1 – Enhanced Employment Area

Exhibit C-2 – Enhanced Employment Act Indebtedness (Occupation Tax Revenue Bond)

Exhibit D-1 – TIF Project Areas

Exhibit D-2 – TIF Indebtedness (TIF Bond)

Exhibit E – Sources and Uses of Funds

Exhibit F – Enhanced Employment Act Project Costs

Exhibit G – TIF Project Costs

Exhibit H – City General Fund Grant Map

Exhibit I – Timeline

Exhibit J – Redevelopment Contract Amendment

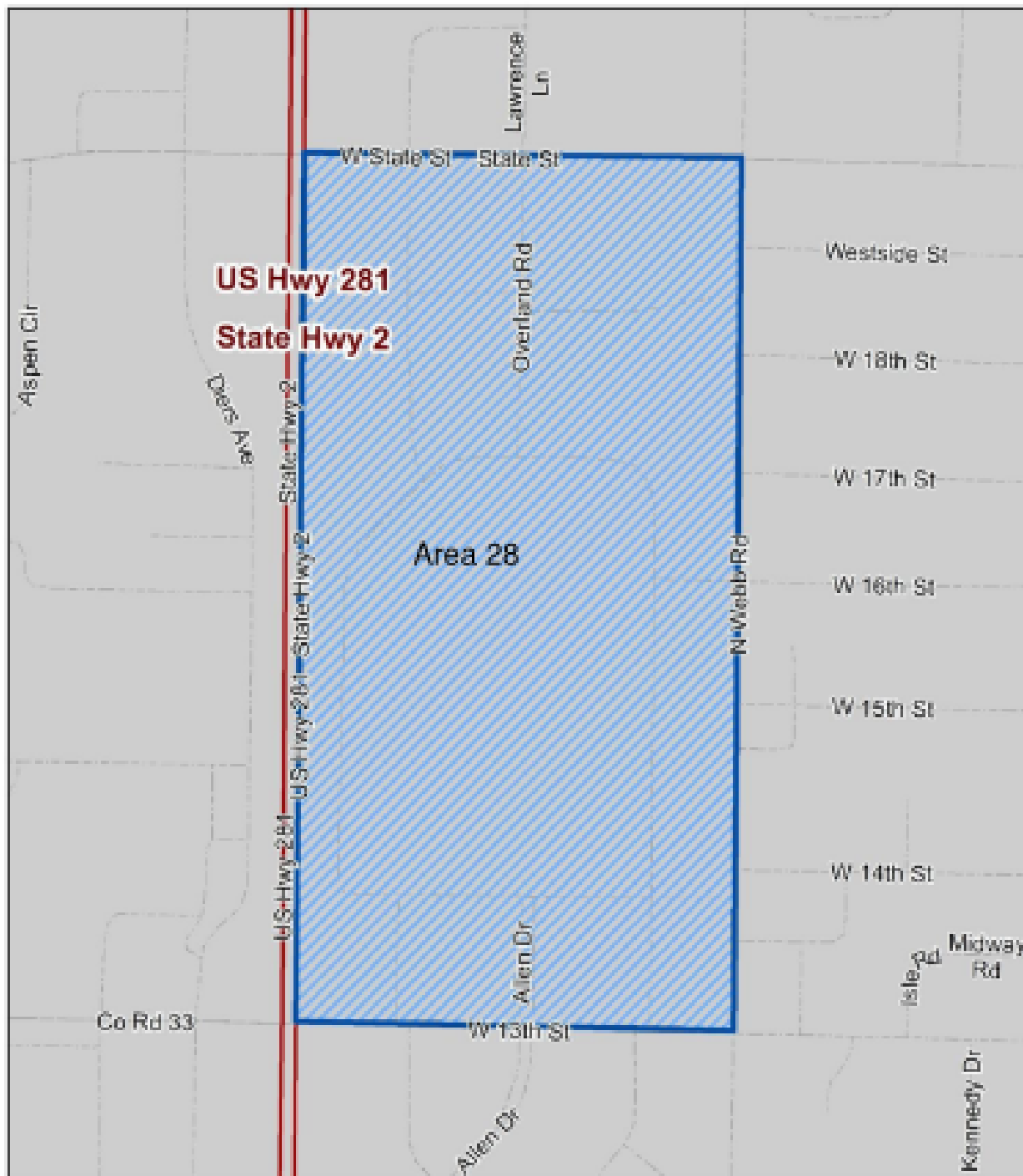
Exhibit K – Final Plat

Exhibit L – Public Traded Company Assignment and Assumption

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EXHIBIT A

BLIGHTED AND SUBSTANDARD AREA AND EXTREMELY BLIGHTED AREA

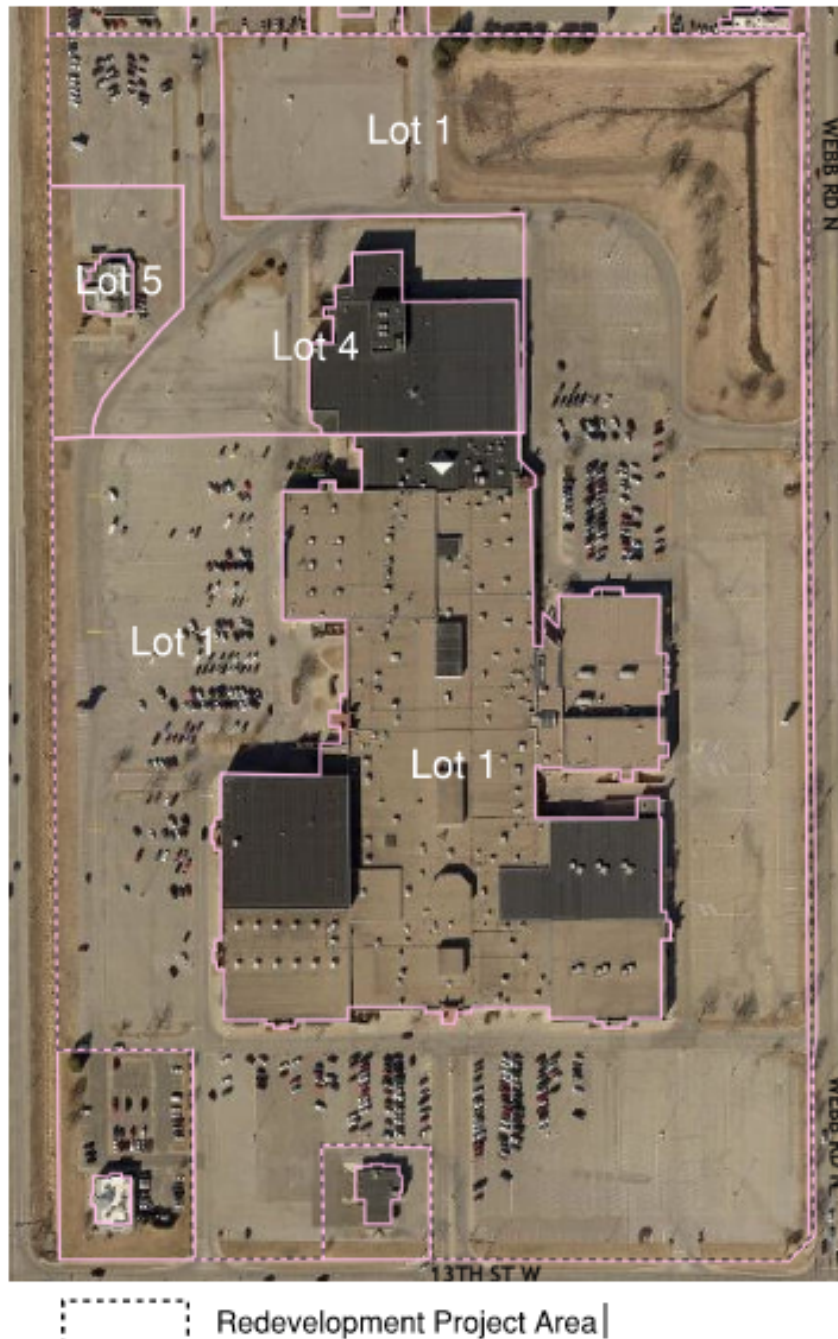


City of Grand Island: Proposed Extreme Blight Areas - Detail

EXHIBIT B-1

COMMUNITY REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT AREA

Prior to the effective date of the Final Plat: The Community Redevelopment Area includes (i) Redevelopment Project Area (Lots 1, 4, 5 Conestoga Mall Eighth Subdivision, In The City Of Grand Island, Hall County, Nebraska) and (ii) all abutting public rights-of-way to the Redevelopment Project Area (U.S. Highway 281, 13th Street, and Webb Road)



COMMUNITY REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT AREA

After the effective date of the Final Plat: The Community Redevelopment Area includes (i) Redevelopment Project Area (Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and Outlot A, Conestoga Mall Ninth Subdivision, In The City Of Grand Island, Hall County, Nebraska) and (ii) all abutting public rights-of-way (U.S. Highway 281, 13th Street, and Webb Road)

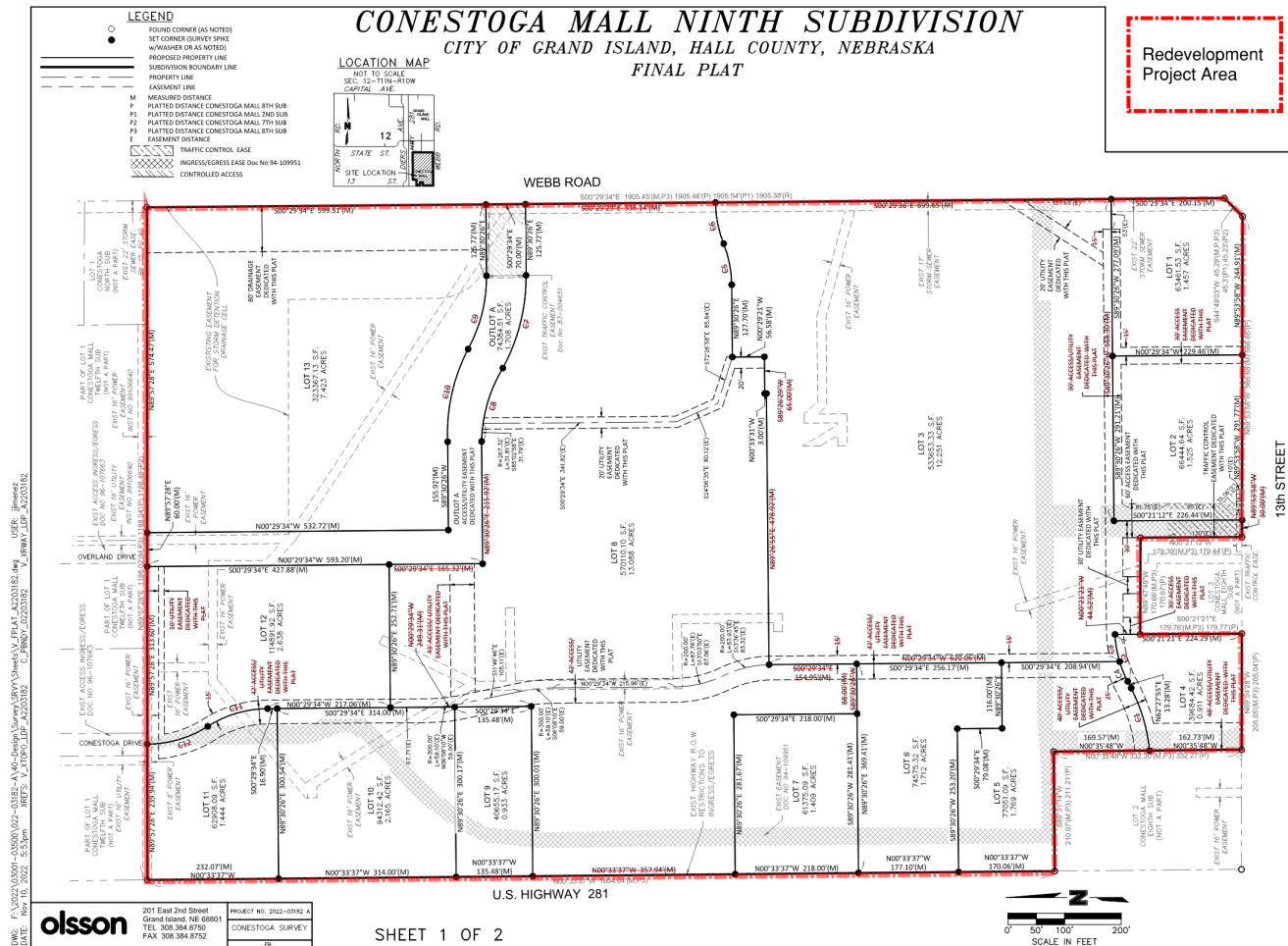


EXHIBIT B-2 **REDEVELOPMENT PROJECT**

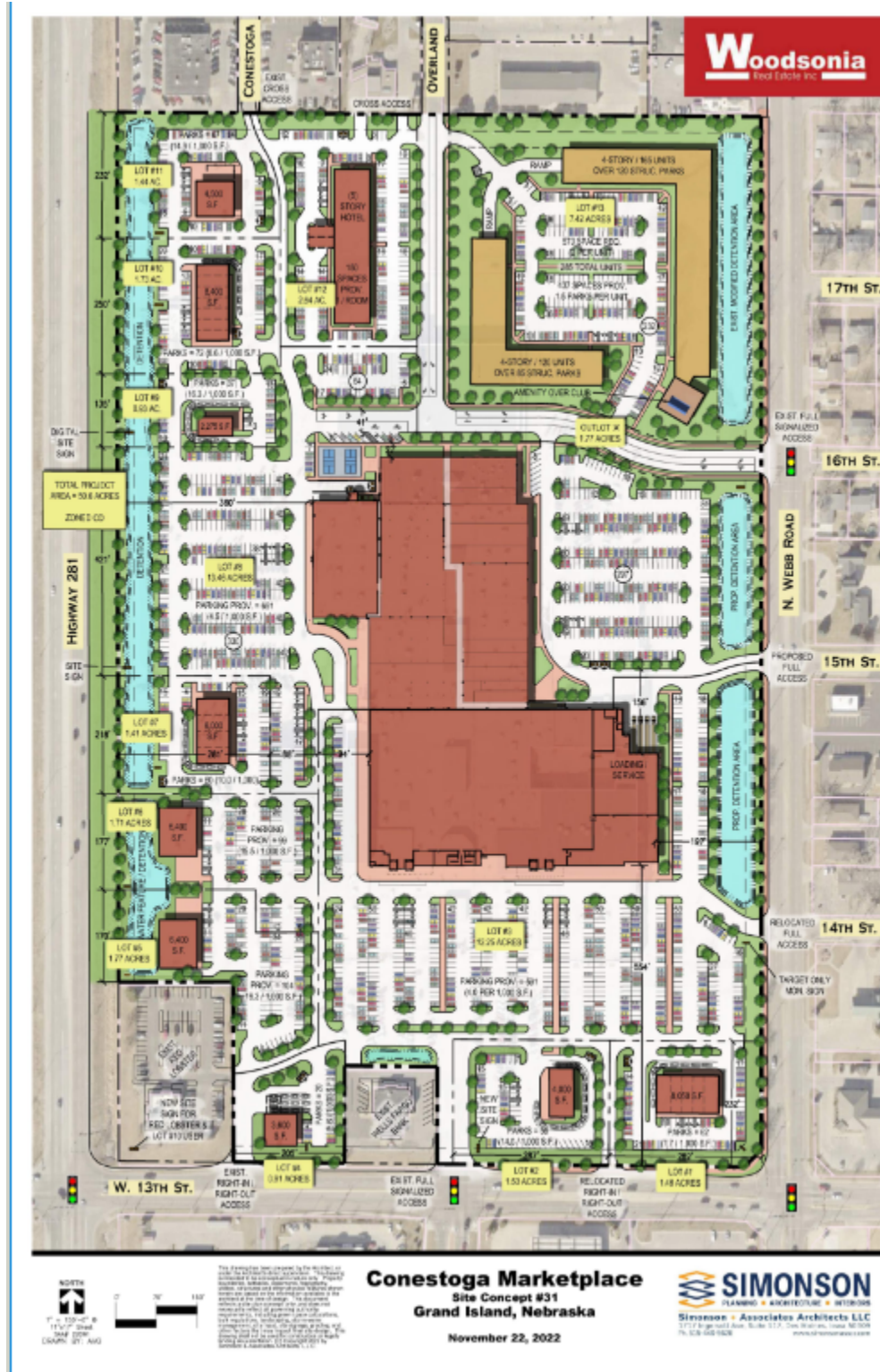


EXHIBIT C-1 **ENHANCED EMPLOYMENT AREA**

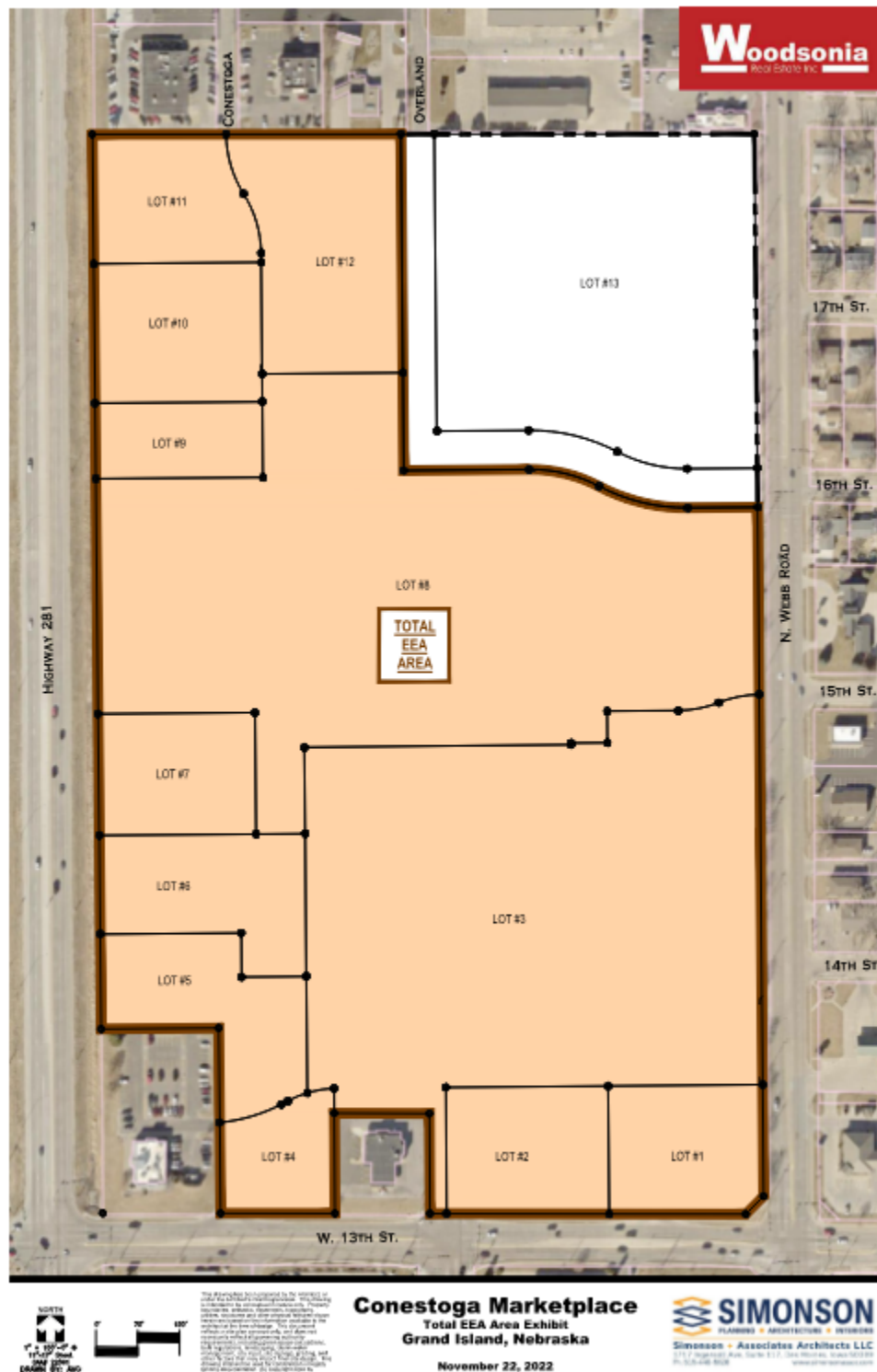


Exhibit C-2

ENHANCED EMPLOYMENT ACT INDEBTEDNESS (OCCUPATION TAX REVENUE BOND)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE HAS OBTAINED AND PROVIDED TO THE AUTHORITY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AUTHORITY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AUTHORITY MAY REQUIRE.

THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA.

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL**

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA
OCCUPATION TAX REVENUE BOND
(CONESTOGA MARKETPLACE ROJECT)
SERIES 202__ (A, B, C, D)**

Dated: _____

Principal Amount

Interest Rate Per Annum

Final Maturity Date

(Not to exceed 6.5% per annum)

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Redevelopment Authority for the City of Grand Island, Nebraska (the "**Authority**"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on June 1 and December 1 of each year commencing June 1, 202__.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this Bond to the Treasurer of the Authority, as Paying Agent and Registrar for the Authority, at the offices of the Authority, at City Hall, in Grand Island, Nebraska. The payments of

interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this Bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this Bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This Bond is issued by the Authority for the purpose of paying a portion of the costs of redevelopment of an Enhanced Employment Area as described in the Redevelopment Contract between the Authority, the City of Grand Island, Nebraska and Woodsonia Hwy 281, LLC, dated _____, 2022, as may be amended (the "**Redevelopment Contract**"). The Redevelopment Contract has been executed for purposes of implementation of a Redevelopment Plan recommended by the Authority and approved by the Mayor and City Council of the City of Grand Island, Nebraska, on _____2022, (the "**Plan**"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the Chair and of Members of the Authority (the "**Resolution**"). The conditions for the issuance and purchase of this Bond are set forth in the "**Redevelopment Contract**" (as defined in the Resolution) and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Authority, however, reserves the right and option of prepaying principal of this Bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this Bond at said registered owner's address in the manner provided in the Resolution. The principal of this Bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "**Available Funds**" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This Bond is a special limited obligation of the Authority payable as to principal and

interest solely from and is secured solely by the Enhanced Employment Act Revenues (as defined in the Resolution) and as authorized by the City pursuant to the adoption and implementation of Ordinance No. ____ of the City of Grand Island, Nebraska, (the "**Occupation Tax Ordinance**"). The Enhanced Employment Act Revenue represents the occupation tax revenues generated and collected under the occupation tax authorized by the Resolution and the Occupation Tax Ordinance in accordance with law.

THIS BOND IS ONE OF A SERIES OF FOUR BONDS DESIGNATED AS SERIES 202__ A, SERIES 202__ B, SERIES 202__ C AND SERIES 202__ D, RESPECTIVELY, AS DESCRIBED IN THE RESOLUTION. THE TOTAL CUMULATIVE AGGREGATE AMOUNT OF ALL SERIES OF OCCUPATION TAX REVENUE BONDS ISSUED PURSUANT TO THE RESOLUTION IS \$36,762,753.00. THE SERIES 202__ A, SERIES 202__ B, SERIES 202__ C AND SERIES 202__ D OCCUPATION TAX REVENUE BONDS SHALL BE PAID EQUALLY AND RATABLY FROM THE OCCUPATION TAX REVENUES AS DEFINED IN THE RESOLUTION. THIS BOND IS ISSUED IN THE PRINCIPAL AMOUNT OF _____ DOLLARS (\$) BY THE AUTHORITY FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF REDEVELOPMENT OF CERTAIN REAL ESTATE AS DESCRIBED IN THE REDEVELOPMENT CONTRACT ENHANCED EMPLOYMENT PROJECT AREA (ALSO DEFINED IN THE RESOLUTION).

Pursuant to the Resolution and Sections 18-2124 and 18-2142.02, R.R.S. Neb. 2012, said portion of occupation tax revenues has been pledged, equally and ratably with certain other series of Occupation Tax Revenue Bonds issued pursuant to the Resolution, for the payment of this Bond, both principal and interest as the same fall due or become subject to mandatory redemption. **This Bond shall not constitute an obligation of the Authority, the State of Nebraska or of the City of Grand Island (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2142.02. R.R.S. Neb. 2012) and the Occupation Tax Ordinance and neither the Authority, the State of Nebraska nor the City of Grand Island shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Authority's governing body nor any person executing this Bond shall be liable personally on this Bond by reason of the issuance hereof.

This Bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this Bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Authority, the Paying Agent and Registrar and any other person may treat the person whose name this Bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not. THIS NOTE, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and

pledged to the payment of the principal of and interest on this Bond, the nature and extent of the security thereby created, the terms and conditions under which this Bond has been issued, the rights and remedies of the Registered Owner of this Occupation Tax Revenue Bond, and the rights, duties, immunities and obligations of the City and the Authority. By the acceptance of this Tax Increment Development Revenue Bond, the Registered Owner assents to all of the provisions of the Resolution.

If the day for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Grand Island, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Authority, including this Bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Chair and Members of the Authority have caused this Bond to be executed on behalf of the Authority by being signed by the Chair and City Clerk, all as of the Dated Date shown above.

Dated this _____ day of _____, 202__.

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

ATTEST:

By: _____ (Sample – Do Not Sign)
Chairman

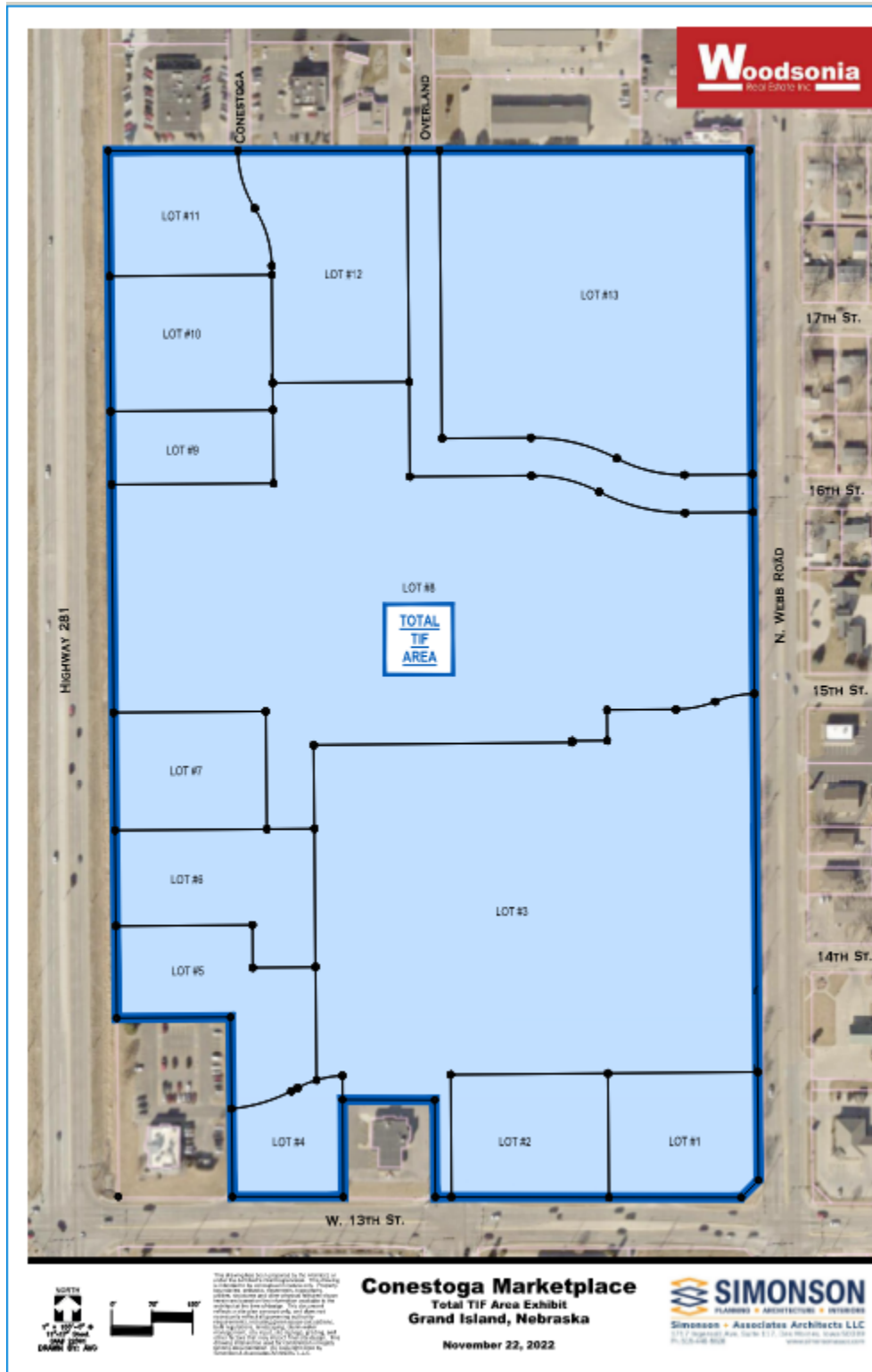
(Sample – Do Not Sign)
Secretary

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Redevelopment Authority for the City of Grand Island, Nebraska kept by the Paying Agent and Registrar identified in the foregoing Note, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20__	Woodsonia HWY 281, LLC.	(Sample – Do Not Sign)

EXHIBIT D-1
TOTAL TIF AREA



TIF PROJECT AREAS

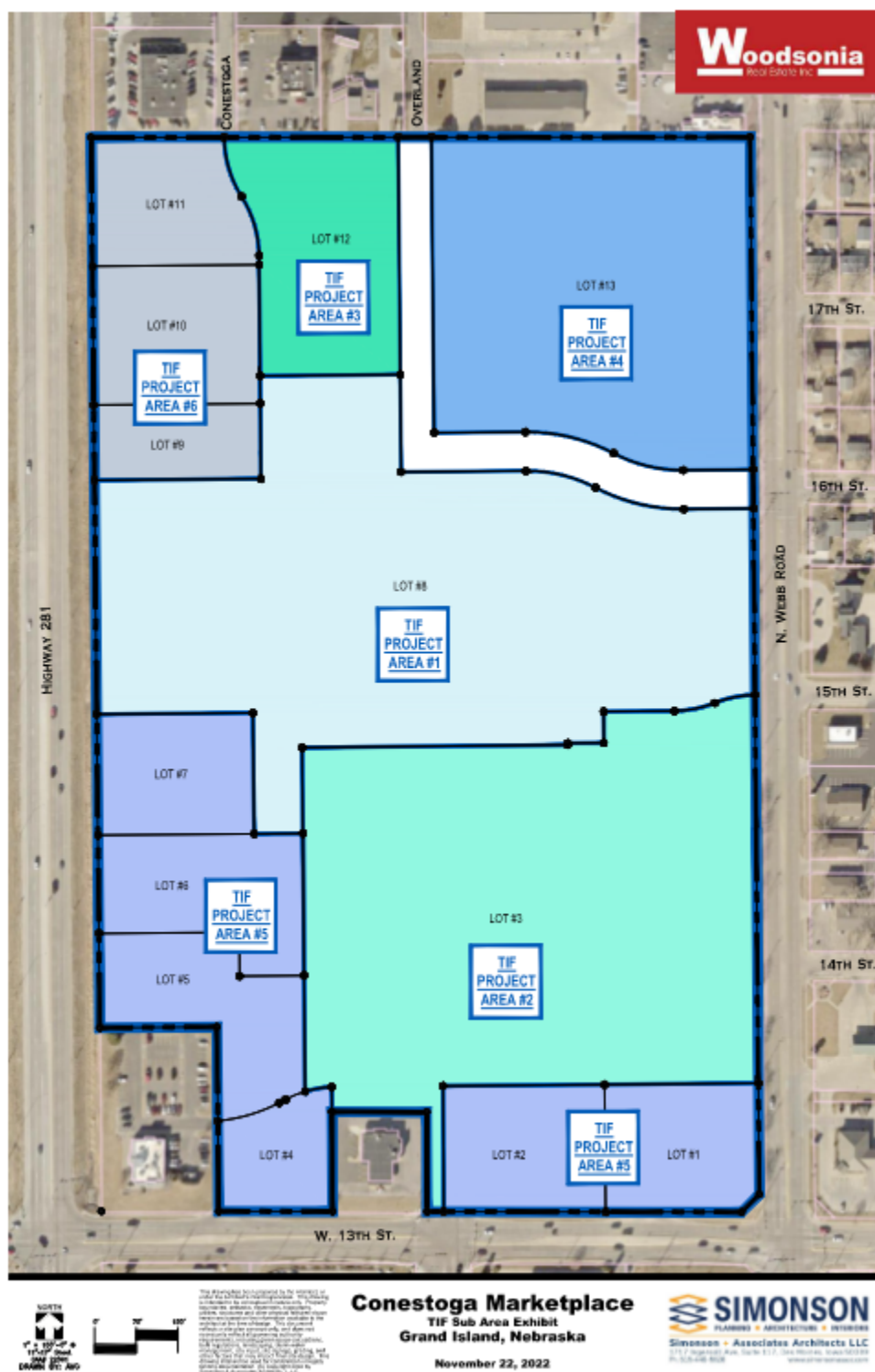


EXHIBIT D-2

**TIF INDEBTEDNESS
(TIF BOND)**

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE HAS OBTAINED AND PROVIDED TO THE AUTHORITY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AUTHORITY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AUTHORITY MAY REQUIRE.

THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA.

**UNITED STATES OF AMERICA STATE
OF NEBRASKA COUNTY OF HALL**

**TAX INCREMENT DEVELOPMENT REVENUE BOND OF
THE COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
(CONESTOGA MARKETPLACE PROJECT)**

**TIF Project Area _____
SERIES 202 (A, B, C, D, E, F)**

Dated Date: _____

Principal Amount

Interest Rate Per Annum

Final Maturity Date

(Not to exceed 6.5% per annum)

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Redevelopment Authority for the City of Grand Island, Nebraska (the "**Authority**"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on June 1 and December 1 of the year subsequent to the year of the "effective date" (as defined in the Nebraska Community Development Law) for "**TIF Project Area _____**" as defined

in the Redevelopment Contract between the Authority, the City of Grand Island, Nebraska and Woodsonia Hwy 281, LLC, dated _____, 2022, as may be amended (the "**Redevelopment Contract**") and semiannually thereafter on June 1 and December 1 of each year.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this Bond to the Treasurer of the Authority, as Paying Agent and Registrar for the Authority, at the offices of the Authority, at City Hall, in Grand Island, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this Bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this Bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This Bond is issued in the principal amount of _____ dollars (\$___) issued by the Authority for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Contract as TIF Project Area __ (as defined in the Resolution) and as designated in that Redevelopment Plan recommended by the Authority and approved by the Mayor and City Council of the City of Grand Island, Nebraska, on _____ (the "**Plan**"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the Chair and of Members of the Authority (the "**Resolution**"). The conditions for the issuance and purchase of this Bond are set forth in the "**Redevelopment Contract**" (as defined in the Resolution) and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Authority, however, reserves the right and option of prepaying principal of this Bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this Bond at said registered owner's address in the manner provided in the Resolution. The principal of this Bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "**Available Funds**" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL

FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This Bond constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147 (1)(b), R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Contract and located within TIF Project Area ____ (as defined in the Resolution) for all taxes received by the Authority's Treasurer attributable to the Project Area which are received by said Treasurer as of and from and after May 1 of the year subsequent to the year of the "effective date" (as defined in a subsequent amendment to the Redevelopment Contract) with respect to TIF Project Area ____ (as defined in the Resolution) and which are attributable to valuation increases of the real estate described in the Redevelopment Contract and within the Project Area based on any increase in the taxable value determined as of the effective date for the TIF Project Area ____.

Pursuant to the Resolution and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this Bond, both principal and interest as the same fall due or become subject to mandatory redemption. **This Bond shall not constitute an obligation of the Authority, the State of Nebraska or of the City of Grand Island (except for such receipts as have been pledged pursuant to said Sections 18- 2124 and 18-2150 R.R.S. Neb. 2012) and neither the Authority, the State of Nebraska nor the City of Grand Island shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Authority's governing body nor any person executing this Bond shall be liable personally on this Bond by reason of the issuance hereof.

This Bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this Bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Authority, the Paying Agent and Registrar and any other person may treat the person whose name this Bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not. THIS NOTE, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Bond, the nature and extent of the security thereby created, the terms and conditions under which this Bond has been issued, the rights and remedies of the Registered Owner of this Occupation Tax Revenue Bond, and the rights, duties, immunities and obligations of the City and the Authority. By the

acceptance of this Tax Increment Development Revenue Bond, the Registered Owner assents to all of the provisions of the Resolution.

If the day for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Grand Island, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Authority, including this Bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Chair and Members of the Authority have caused this Bond to be executed on behalf of the Authority by being signed by the Chair and City Clerk, all as of the Dated Date shown above.

Dated this _____ day of _____, 202__.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA

ATTEST:

By: _____ (Sample – Do Not Sign)
Chairman

(Sample – Do Not Sign)
Secretary

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Redevelopment Authority for the City of Grand Island, Nebraska kept by the Paying Agent and Registrar identified in the foregoing Note, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20__	Woodsonia HWY 281, LLC.	(Sample – Do Not Sign)

EXHIBIT E
SOURCES AND USES OF FUNDS

REDEVELOPMENT PROJECT COSTS

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	\$16,000,000	\$0	\$0	\$0	\$0
TOTAL SITE PREPERATION	\$4,450,000	\$0	\$4,450,000	\$0	\$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	\$2,647,076	\$33,637,908	\$4,000,000	\$1,000,000	\$0
TOTAL SOFT COSTS	\$12,000,000	\$9,000,000	\$2,000,000	\$1,000,000	\$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

Notes:

1. Any amounts paid for the professional fees, legal fees, design fees attributable to the above list of improvements shall qualify as reimbursable costs.
2. The amounts set forth above are reasonable best estimates at the time and it is agreed to and understood that such estimates are subject to change as part of the specific site plans, design specifications, locations, City approvals and public regulations.
3. The amounts may be applied or reallocated to any one or all of the stated line items, irrespective of the costs set forth above, up to the maximum total for Total Project Costs and for each Category Totals for Sources listed above.

EXHIBIT F

ENHANCED EMPLOYMENT ACT PROJECT COSTS

REDEVELOPMENT PROJECT BUDGET - EEA ELIGIBLE EXPENSES	
CATEGORY	EEA Eligible
PROPERTY ACQUISITION	
Conestoga Mall	\$16,000,000
Lease Buyouts	\$3,000,000
Total	\$19,000,000
SITE PREPERATION	
Building and Parking Lot Demolition	\$1,750,000
Environmental Remediation	\$1,200,000
Total	\$2,950,000
UTILITY / SITE WORK	
Common Access Drives / Street Improvements / Sidewalks	\$2,524,845
Public Parking Lots	\$2,500,000
Detention / Grading / Detention Piping / Fill	\$1,151,780
Utility Work / Extensions	\$2,600,000
Total	\$8,776,625
HARD CONSTRUCTION COSTS	
Lot 11 - Pedestrian Mall Construction	\$1,885,000
Lot 10 - Pedestrian Mall Construction	\$3,830,000
Lot 9 - Pedestrian Mall Construction	\$625,000
Lot 8 - Mall Modernization	\$36,900,000
Lot 7 - Pedestrian Mall Construction	\$1,750,000
Lot 6 - Pedestrian Mall Construction	\$1,750,000
Lot 5 - Pedestrian Mall Construction	\$1,750,000
Lot 4 - Pedestrian Mall Construction	\$985,000
Lot 3 - Pedestrian Mall Construction	\$41,250,000
Lot 2 - Pedestrian Mall Construction	\$1,090,000
Lot 1 - Pedestrian Mall Construction	\$2,500,000
Total	\$94,315,000
SOFT COSTS	
Engineering	\$1,750,000
Architectural / MEP	\$1,100,000
Legal Fees	\$500,000
Third Party Studies	\$150,000
Total	\$3,500,000

Total EEA Eligible Expenses	\$128,541,625
------------------------------------	----------------------

Notes:

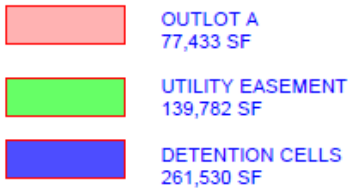
1. Any amounts paid for the professional fees, legal fees, design fees attributable to the above list of improvements shall qualify as reimbursable costs.
2. The amounts set forth above are reasonable best estimates at the time and it is agreed to and understood that such estimates are subject to change as part of the specific site plans, design specifications, locations, City approvals and public regulations.
3. The amounts may be applied or reallocated to any one or all of the stated line items, irrespective of the costs set forth above, up to the maximum Total EEA Eligible Expenses listed above.

EXHIBIT G
TIF PROJECT COSTS

REDEVELOPMENT PROJECT BUDGET - TIF ELIGIBLE EXPENSES	
CATEGORY	TIF Eligible
PROPERTY ACQUISITION	
Conestoga Mall	\$16,000,000
Lease Buyouts	\$3,000,000
Total	\$19,000,000
SITE PREPERATION	
Building and Parking Lot Demolition	\$1,750,000
Environmental Remediation	\$1,200,000
Total	\$2,950,000
UTILITY / SITE WORK	
Common Access Drives / Street Improvements / Sidewalks	\$2,524,845
Public Parking Lots	\$2,500,000
Detention / Grading / Detention Piping / Fill	\$1,151,780
Utility Work / Extensions	\$2,600,000
Total	\$8,776,625
HARD CONSTRUCTION COSTS	
Lot 8 - Mall Modernization	\$36,900,000
Total	\$36,900,000
SOFT COSTS	
Engineering	\$1,750,000
Architectural / MEP	\$1,100,000
Legal Fees	\$500,000
Third Party Studies	\$150,000
Total	\$3,500,000
Total TIF Eligible Expenses	\$71,126,625

Notes:

1. Any amounts paid for the professional fees, legal fees, design fees attributable to the above list of improvements shall qualify as reimbursable costs.
2. The amounts set forth above are reasonable best estimates at the time and it is agreed to and understood that such estimates are subject to change as part of the specific site plans, design specifications, locations, City approvals and public regulations.
3. The amounts may be applied or reallocated to any one or all of the stated line items, irrespective of the costs set forth above, up to the maximum Total TIF Eligible Expenses listed above.



CITY GENERAL FUND GRANT MAP

EXHIBIT I

TIMELINE

Projected Completion Dates

TIF Project Area 1 = 12/31/2026

TIF Project Area 2 = 12/31/2028

TIF Project Area 3 = 12/31/2030

TIF Project Area 4 = 12/31/2033

TIF Project Area 5 = 12/31/2033

TIF Project Area 6 = 12/31/2033

Notes:

1. The projected completion dates set forth above are the Redeveloper's estimates at the time of the execution of this Redevelopment Contract and it is agreed to and understood that such estimates are subject to change as part of economic and market conditions, specific site plans, design specifications, locations, City approvals and public regulations.

Exhibit J

REDEVELOPMENT CONTRACT AMENDMENT

Amendment No. # _____

This Redevelopment Contract Amendment (this "**Amendment**") is made and entered into as of the _____ day of _____, 202_, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska ("**Authority**"), and Woodsonia Hwy 281, LLC, a Nebraska limited liability company ("**Redeveloper**").

RECITALS

WHEREAS, Authority and Redeveloper entered into a Redevelopment Contract, dated as of _____, 202_, as may be amended (the "**Contract**");

WHEREAS, the Contract intended to implement the redevelopment plan entitled "Redevelopment Plan, Grand Island CRA Area 28, Conestoga Marketplace, October 2022", (the "**Redevelopment Plan**") to provide for the redevelopment of lots and lands located in an extremely blighted and substandard area of the City of Grand Island, Nebraska (the "**City**");

WHEREAS, in order to assist in the financing of the Redevelopment Project described in the Redevelopment Plan, the Contract provides for periodic amendments thereto; and

WHEREAS, pursuant to Section 3.01A of the Contract the parties desire to amend the Contract on the terms set forth herein and this Amendment shall constitute a "**Redevelopment Contract Amendment**" as defined in the Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby agree to amend the Contract as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

2. Amendment – New Phase. This Amendment incorporates a new TIF Area phase for the Project entitled [Phase No. ____].

(a) Lots. This new phase shall include all of Lots in the TIF Project Area ____ with an Effective Date described in Section 2 (b) hereof, which lots are described as follows:

[INSERT LEGAL DESCRIPTION HERE]

(b) Effective Date. The effective date of the Amendment shall be January 1, 202_.

(c) Division Date. The Division Date (the “**Division Date**”) shall mean the effective date for purposes of dividing taxes pursuant to Section 18-2147 of the Nebraska Community Development Law. The Division Date for the applicable phase shall be January 1, 202_; and a proposed form of the "**Notice to Divide Tax for Community Redevelopment Project**" applicable to such phase is attached hereto as Exhibit A and incorporated herein by this reference. For purposes of the Notice to Divide Tax for Community Redevelopment Project, the calendar year in which the division of real property tax becomes effective shall be the year of the Division Date.

(d) Base Value Year. The base value year for such phase shall be 202_. [The Base Value Year, shall mean the calendar year prior to the Division Date described in Section 2 (c) hereof.] For purposes of the Notice to Divide Tax for Community Redevelopment Project, the Base value Year shall be the year defined in this Section 2 (d).

3. Requirement to File Notice to Divide Tax for Community Redevelopment Project. The Authority shall execute and file with the Hall County Assessor and Treasurer a signed original of Exhibit A, attached hereto, being the Notice to Divide Tax for Community Redevelopment Project, prior to August 1, 202_. [This date shall be the August 1 following the Division Date described in Section 2 (c) hereof.]

4. Miscellaneous Provisions.

(a) Effectiveness. This Amendment shall become effective when and only when counterparts of this Amendment have been duly executed by both Authority and Redeveloper.

(b) Ratification of Contract. Except as amended by this Amendment, the Contract shall remain in full force and effect and is hereby ratified and confirmed in all respects. Each party acknowledges and agrees to all terms of the Contract, as the same are amended by this Amendment, and makes and restates each representation and warranty set forth therein as if made on the date of this Amendment.

IN WITNESS WHEREOF, Authority and Redeveloper have signed this Amendment to Redevelopment Contract as of the date and year first above written.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

By: _____
Chairman

By: _____
Manager

Notary Public

Notary Public

EXHIBIT A

Notice to Divide Tax for Community Redevelopment Project

[TO BE ATTACHED]

IN WITNESS WHEREOF, Authority, City and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

Secretary

COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

By: _____
Chairman

ATTEST:

Clerk

THE CITY OF
GRAND ISLAND, NEBRASKA

By: _____
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ and _____, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

(SEAL)

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ and _____, Mayor and Clerk, respectively, of the City of Grand Island, Nebraska, on behalf of the City.

(SEAL)

Notary Public

WOODSONIA HWY 281, LLC, Nebraska limited liability company

By: _____
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the Manager of Woodsonia Hwy 281, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

(SEAL)

Notary Public

EXHIBIT K

FINAL PLAT

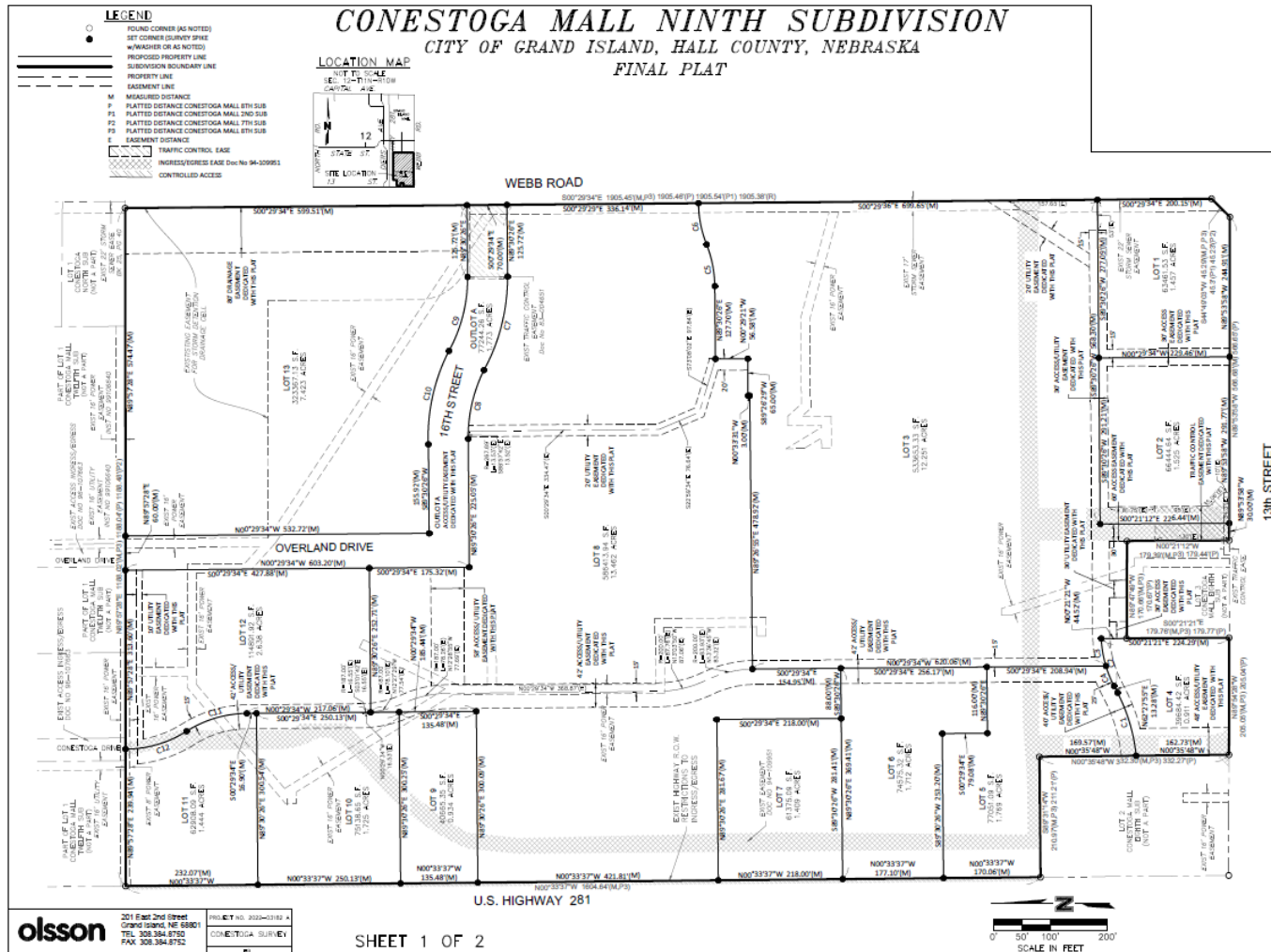


EXHIBIT L

ASSIGNMENT AND ASSUMPTION FOR LOT 3

This Assignment and Assumption for Lot 3 (“**Agreement**”) is entered into and made as of _____, 202__, by and between Woodsonia Hwy 281, LLC, a Nebraska limited liability company and its successors and assigns (collectively “**Assignor**”), and _____ and its successors and assigns (collectively “**Assignee**”), a _____.

WHEREAS, Assignee is a publicly traded company who owns and/or operates over 1,500 general merchandise stores in all fifty states and the District of Columbia, which merchandise stores sells apparel and accessories, beauty and household essentials, food and beverage, hardlines, and home furnishing and/or decor.

WHEREAS, Assignor and Assignee have executed a Purchase Agreement, dated as of _____, 202__ (“**Purchase Agreement**”) for the sale and purchase of Lot 3, Conestoga Mall Ninth Subdivision, In The City Of Grand Island, Hall County, Nebraska (“**Lot 3**”);

WHEREAS, the Purchase Agreement requires the Assignee to construct a merchandise store greater than 135,000 square feet in size at the Conestoga Marketplace in Grand Island, Nebraska;

WHEREAS, the Assignor as “**Redeveloper**” has entered into that certain Redevelopment Contract (Conestoga Marketplace Project), dated _____, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“**Authority**”), the City of Grand Island, Nebraska, a Nebraska municipality of the first class (“**City**”), and Redeveloper, as may be amended (“**Redevelopment Contract**, as may be amended;

WHEREAS, unless defined in this Agreement, capitalized terms shall have the definitions as defined in the Redevelopment Contract; and

WHEREAS, Assignor desires to assign the Permitted Redevelopment Contract Obligations (define below) that arise from the Redevelopment Contract and touches or concerns Lot 3 to Assignee, and Assignee desires to accept and assume such assignment and assume the Permitted Redevelopment Contract Obligations on Lot 3.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants set forth herein, and other valuable consideration, it is agreed:

1. “**Permitted Redevelopment Contract Obligations**” shall mean the following:

- a. Additional Occupation Tax: A one and a half (1.5%) occupation tax on gross receipts of eligible sales, services and rentals of Assignee on Lot 3 and the other occupants of the Development by the City of Grand Island (the “**Additional Occupation Tax**”).

The Assignee will be obligated to collect and then monthly pay the occupation taxes to the City of Grand Island, NE, along with an occupation tax return, as would be performed in ordinary course of business with respect to the collection of sales tax in such jurisdiction. Assignee may (i) choose to itemize the occupation tax by showing it on the customer’s bill; (ii) choose to absorb the occupation tax; or (iii) raise prices to recoup the occupation tax without separately itemizing it on the customer’s bill.

- b. New Full Time Equivalent Jobs and Minimum Investment: The Assignee and the occupants of the Redevelopment Project Area collectively meet the following statutory requirements:

At least 15 new full time equivalent jobs; and

A minimum new investment of at least One Million Dollars.¹

- c. Employer-Provided Health Benefits: The Assignee, if operating a business that will have 135,000 square feet or more, and gross sales of more than ten million dollars or more, must 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.
- d. Not Seek Tax Benefits under the Nebraska Advantage Act: The Assignee will not file and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located at this shopping center. (e.g., direct refund of Nebraska and local Sales and Use taxes paid, seeking Investment Credit, Compensation Credits, Personal Lot 3 Tax Exemption, Sales and Use Tax refund using Investment and Compensation Credits, Income Tax Offsets or Refunds using Investment and Compensation Credits, Income Tax Withholding Offset or Refund using Compensation Credits, Real Lot 3 Tax Reimbursement Using Investment Compensation Credits). See: [chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.lincolnst.edu/sites/default/files/gwipp/upload/sources/Nebraska/ne_nebraska_advantage_act_summary_description_department_of_revenue_2018.pdf](https://efaidnbmnnnibpcajpcglclefindmkaj/https://www.lincolnst.edu/sites/default/files/gwipp/upload/sources/Nebraska/ne_nebraska_advantage_act_summary_description_department_of_revenue_2018.pdf); and <https://revenue.nebraska.gov/incentives/Nebraska-advantage-act>

- e. Compliance with Codes: Assignee will comply with all applicable local, state, and federal building, construction and other related ordinances, laws and codes relating to improvements at Lot 3.
- f. Promptly Pay for Labor and Materials: Assignee will promptly pay, or cause to be paid, in a timely manner all persons, firms, or organizations that performed labor or furnished materials, equipment or supplies used in the prosecution of the private improvements located upon Lot 3 for which Assignee has contracted. Nothing prevents Assignee from contesting the validity of any claim or lien in any manner it chooses so long as such contest is pursued with reasonable diligence and if the lien claimant begins formal foreclosure proceeds, then Assignee provides a sufficient bond or security is posted with the Clerk of the district court pursuant to Neb. Rev. Stat. § 52-142 to avoid or prevent foreclosure of such encumbrance or lien.
- g. No Discrimination: So long as the TIF Bonds Indebtedness or Occupation Tax Revenue Bonds Enhanced Employment Act Indebtedness are outstanding neither the Assignee nor any purchaser of an interest in the Lot 3 shall discriminate against any person or group of persons on account of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Assignee, and its successors and transferees, agree that during the construction of the building and improvements on the Lot 3, Assignee will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance, and further agrees to require that its contractor and subcontractors shall agree to conform to said requirements. Assignee will be subject to all applicable federal, state and local laws related to the Lot 3. For purposes of this paragraph, discrimination shall mean discrimination as defined by the laws of the United States and the State of Nebraska.
- h. Record Retention: Assignee shall retain copies of all supporting construction contracts, permits, plans, invoices and lien waivers that are associated with the construction of the building and the related parking lot, driveway and landscape improvement located on the Lot 3 and that are received or generated by Assignee for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City as needed to comply with the City's retention requirements under section 18-2117.04 of the Act.
- i. Timely Pay Real Estate Taxes and Assessments: Assignee's timely pay all real estate taxes and assessments on the Lot 3 during the TIF Period, subject to

Assignee's right to contest the validity or amount of any tax or assessment, in whole or in part, or endeavor to obtain a reduction of the assessed valuation for the purposes of reducing real estate taxes.

- j. Assignment: Assignee may assign its Permitted Redevelopment Contract Obligations without the prior written consent of the City and Authority so long as the assignee shall be subject to the Redevelopment Contract Obligations.
 - k. Other Obligations under the Redevelopment Contract. Except for the Permitted Redevelopment Obligations, neither Assignee and its successors and assigns, as owner of Lot 3, nor Assignee's customers, are liable or responsible for the performance of any obligations under the Redevelopment Contract. Furthermore, such failure will not preclude the Assignee from obtaining building permits and/or a certificate of occupancy so long as Assignee otherwise complies with the generally applicable requirements of the City relating to the issuance of such items.
 - l. Subsequent Transferees. Assignee may subsequently transfer or convey interests in Lot 3 in Assignee's sole and absolute discretion; provided that, any Permitted Redevelopment Obligations that Assignee assigns to a transferee shall continue to be effective, enforceable and binding upon the subsequent Lot 3 fee transferees.
 - m. Termination. All of the above covenants, conditions, responsibilities and obligations shall automatically, and without any further action, terminate and be of no further force and effect no later than the expiration of the applicable Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter.
2. Assignment. Assignor hereby assigns the Permitted Redevelopment Contract Obligations in the Redevelopment Contract to Assignee, all of which are subject to all the terms, obligations and conditions of this Agreement.
3. Acceptance and Assumption. Assignee hereby (i) accepts the above assignment, (ii) agrees to assume, perform and fulfil all the Permitted Redevelopment Contract Obligations, and (iii) agrees to faithfully perform and fulfill any and all covenants, conditions, responsibilities and obligations contained in this Agreement.
4. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature whatsoever resulting from (i) any claim or alleged claim of any failure of any obligations under the Redevelopment Contract other than Assignee's failure to comply with the Permitted Redevelopment Obligations with respect to Lot 3, and/or (ii) that Assignee is not

able to construct the merchandise store contemplated on the Lot 3 due to Assignor's failure to comply with the terms and provisions of the Redevelopment Contract other than Assignee's failure to comply with the Permitted Redevelopment Obligations with respect to Lot 3.

5. Agreement Binding. This Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

6. Consent and Approval. The City and Authority have consented and approved the execution and delivery of this Agreement under the terms of Section 9.11 of the Redevelopment Contract and specifically the City and Authority have agreed that the Redevelopment Contract Obligations are the only obligations, covenants, agreements, terms and/or conditions of the Redevelopment Contract that will be effective, enforceable and binding upon the Assignee and the owner of Lot 3.

7. Counterparts. This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

IN WITNESS WHEREOF, Assignor and Assignee have signed this Assignment and Assumption Agreement for Lot 3 as of the date and year first above written.

[The remainder of this page is intentionally left blank.]

Assignor:

WOODSONIA HWY 281, LLC, Nebraska limited liability company

By: _____

Manager

Date of Execution: _____

STATE OF NEBRASKA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the Manager of Woodsonia Hwy 281, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

(SEAL)

Notary Public

Assignee:

_____, a

By: _____

Title: _____

Date of Execution: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 202____, by _____, as _____
of _____, a _____, on behalf of
the _____.

(SEAL)

Notary Public

RESOLUTION 2022-352

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it to 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, blighted and extremely blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, by Resolution No. 2022-341, the City previously approved a Redevelopment Plan pursuant to Section 18-2111 of the Act, and authorized the execution of a Redevelopment Contract with Woodsonia HWY 281, Inc. (the "Developer") for the implementation of the Redevelopment Plan, subject to the following contingencies:

- A. Developer shall have closed on the purchase of the land within Redevelopment Area No. 28 and shall be the owner in fee simple of such land; and
- B. Developer shall provide written documentation of a contract between Developer and the entity that has been targeted as the "new to market approximately 150,000 SF retailer positioned on the southern portion of the redevelopment site" for its participation in the Redevelopment Project;

and

WHEREAS, the Developer has now presented a proposed Redevelopment Contract, subject to the required contingencies, between Developer, the City and the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "CRA");

WHEREAS, the form of the proposed Redevelopment Contract is attached hereto and incorporated herein by reference as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the form of the Redevelopment Contract attached as Exhibit A is hereby approved subject to final approval by City Administration.

BE IT FURTHER RESOLVED, that the Mayor and designees are hereby authorized to execute the Redevelopment Contract upon the City Administration's written documentation of the satisfaction of the following contingencies:

Approved as to Form	by _____
December 2, 2022	City Attorney

- A. Developer shall have closed on the purchase of the land within Redevelopment Area No. 28 and shall be the owner in fee simple of such land; and
- B. Developer shall provide written documentation of a contract between Developer and the entity that has been targeted as the “new to market approximately 150,000 SF retailer positioned on the southern portion of the redevelopment site” for its participation in the Redevelopment Project.

BE IT FURTHER RESOLVED, that the Mayor and designees are hereby authorized and directed to take all actions necessary to carry out the terms of the Redevelopment Contract upon execution by all parties thereto.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 6, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk