
City of Grand Island



Tuesday, December 20, 2022 Council Session Agenda

City Council:

Jason Conley
Michelle Fitzke
Bethany Guzinski
Chuck Haase
Doug Lanfear
Maggie Mendoza
Mitchell Nickerson
Mike Paulick
Jack Sheard
Mark Stelk

Mayor:

Roger G. Steele

City Administrator:

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 Sheri Lodel, Calvary Lutheran Church, 1304 North Custer Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item E-1

Public Hearing on Request from Burgos Queen Mexican Food, LLC dba Burgos Queen Mexican Food, 2610 South Locust Street for a Class "C" Liquor License

Council action will take place under Consent Agenda item G-7.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 20, 2022

Subject: Public Hearing on Request from Burgos Queen Mexican Food, LLC dba Burgos Queen Mexican Food, 2610 S. Locust Street for a Class "C" Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Burgos Queen Mexican Food, LLC dba Burgos Queen Mexican Food, 2610 S. Locust Street has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted was a request for Liquor Manager Designation for Bibiana Burgos, 2513 Central Avenue, Kearney, Nebraska. Ms. Burgos has completed a state approved alcohol server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Bibiana Burgos, 2513 Central Avenue, Kearney, Nebraska.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Burgos Queen Mexican Food, LLC dba Burgos Queen Mexican Food, 2610 S. Locust Street for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for Bibiana Burgos, 2513 Central Avenue, Kearney, Nebraska.



Grand Island Police Department

Officer Report for Incident L22120296

Nature: Liquor Lic Inv
Location: PCID

Address: 2610 LOCUST ST S
Grand Island NE 68801

Offense Codes:

Received By: Dvorak T **How Received:** T **Agency:** GIPD
Responding Officers: Dvorak T
Responsible Officer: Dvorak T **Disposition:** CLO 12/08/22
When Reported: 11:25:08 12/05/22 **Occurred Between:** 11:25:08 12/05/22 and 11:25:08 12/05/22

Assigned To:
Status:

Detail:
Status Date: **/**/**

Date Assigned: **/**/**
Due Date: **/**/**

Complainant:

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

Offense Codes

Reported: **Observed:**

Circumstances

LT21 LT21 Restaurant

Responding Officers: **Unit :**
Dvorak T 309

Responsible Officer: Dvorak T **Agency:** GIPD
Received By: Dvorak T **Last Radio Log:** **.*.*.* **/**/**
How Received: T Telephone **Clearance:** CL CL Case Closed
When Reported: 11:25:08 12/05/22 **Disposition:** CLO **Date:** 12/08/22
Judicial Status: **Occurred between:** 11:25:08 12/05/22
Misc Entry: **and:** 11:25:08 12/05/22

Modus Operandi: **Description :** **Method :**

Involvements

Date	Type	Description
12/05/22	Name	Burgos, Bibiana L owner/manager

12/14/22

12/05/22	Name	Burgos Vergara, Primo	spouse
12/05/22	Name	Burgos Queen Mexican Food LLC,	location

12/14/22

Narrative

Liquor License Investigation
Grand Island Police Department

A new liquor license request has been received for the site of the former El Tapatio restaurant. Bibiana Burgos formed an LLC, called Burgos Queen Mexican Food LLC. Bibiana Burgos has applied for a Class C Liquor License; beer, wine and distilled spirits on and off sale; for a restaurant of the same name at 2610 S Locust.

Responsible LEO:

Approved by:

Date

12/14/22

Supplement

309 Liquor License

Grand Island Police Department
Supplemental Report

Date, Time: 12-2-22

Reporting Officer: Sgt Dvorak #309

Unit #: CID

I received an application for a new liquor license at the site of the former El Tapatio restaurant, 2610 S Locust. The application indicates that Bibiana Burgos, of Kearney, has formed an LLC named Burgos Queen Mexican Food LLC. The paperwork indicates that Bibiana is the sole owner of the LLC. Bibiana has already renamed the restaurant to Burgos Queen, and the business is currently operating without a liquor license. Burgos applied for a Class C Liquor License, which allows for beer, wine and distilled spirits, both on and off sale.

I saw that Bibiana is married, and her husband, Primo Burgos Vergara, filled out and signed the Spousal Affidavit of Non Participation for the application. Bibiana and Primo appear to have resided in Kearney since at least 2010.

I first checked, and found that neither Bibiana nor Primo have any warrants for their arrest. I utilized our local Spillman database, NCJIS State files, and a paid law enforcement only database to check backgrounds for any issues that might prevent this license from being issued.

I found Bibiana had two historical entries for traffic violations, more than five years ago. I did not see that Burgos disclosed these on her application, but it is not concerning to forget a minor speed violation from five years ago. I noted that Bibiana did disclose a conviction for misdemeanor Theft. I found that locally and in NCJIS files. No other items of concern were noted.

Regarding the law enforcement only database, I noted that Bibiana Burgos has numerous other aliases and/or name combinations. This site usually covers items of a civil nature such as bankruptcies, liens and judgments, and I found no entries of those items under any the alias names.

No other convictions were listed for the applicant, Bibiana. But, in doing background work, I found that Bibiana's husband is a convicted felon, and the incidents that led to this status were from 2013 or so, when he was convicted of three felonies. Primo has no local or State recent entries of concern, and has had no judgments, liens or bankruptcies. Primo did sign the Spousal Non Participation form on the application.

I met with Bibiana at the restaurant location on 12-7-22. NSP Investigator Todd Suchsland also met with us at that time. We toured the facility, and discussed all the responsibilities that involve having a Liquor License, including distribution options, surveillance, cooperation, staffing and ID's. I asked Bibiana about the minor traffic violations. She said she must have forgotten on the application, and pointed out that she did disclose the misdemeanor theft from several years ago.

Burgos advised that she will be the primary employee of the business, but her daughter works at the restaurant as well. Bibiana estimates that they will have four or five employees eventually. Bibiana confirmed that she is aware of her husband's criminal record, but she was not aware that he would be unable to

12/14/22

work at the business in any manner. Suchsland explained the conditions, and advised that Primo could come to the restaurant to eat and visit, but not work in any capacity. Burgos said they already have one open restaurant in Kearney, but they will not seek a liquor license for that location. Bibiana laughed and said that Primo will have to work at that location in Kearney.

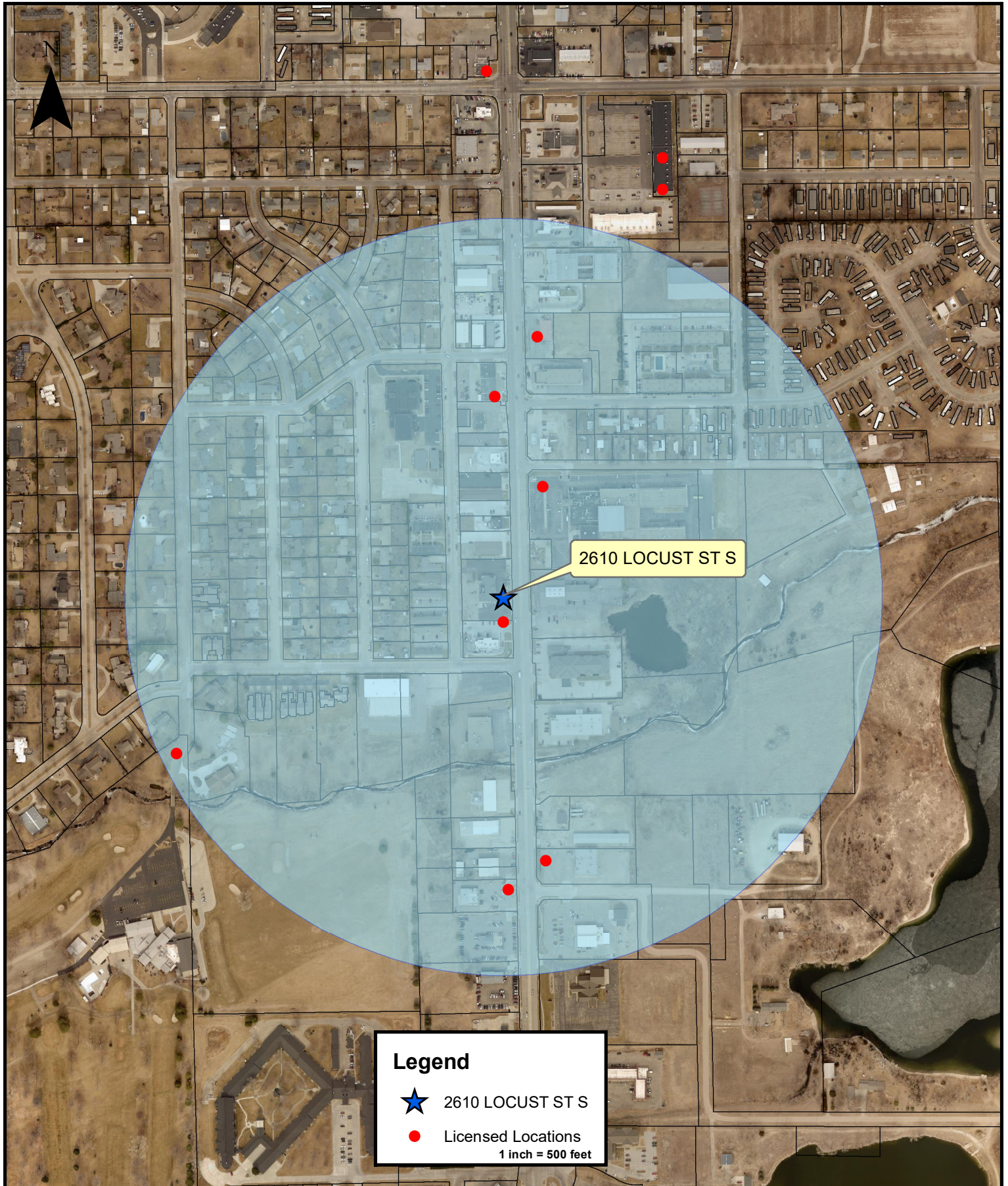
Burgos said she does not have a surveillance/security system, but plans to install one. We explained her responsibilities regarding disturbances, intoxicated customers, minors being served and ID requirements. I stressed that cooperation was the key. Bibiana said she completed the ServSafe program recommended by the Commission.

Burgos said she has been open since late June. She said they have had to turn away larger gatherings or parties, because they couldn't serve alcohol. Bibiana said she only plans to have beer and margaritas once approved, but thinks it will increase her sales opportunities.

The Grand Island Police Department does not object to Bibiana Burgos being issued a Class C Liquor license; beer, wine and distilled spirits; as owner of Burgos Queen Mexican Food LLC for the business Burgos Queen Restaurant, located at 2610 S Locust.

12/14/22

Liquor License Application: Class "C": Burgos Queen Mexican Food





City of Grand Island

Tuesday, December 20, 2022

Council Session

Item E-2

Public Hearing on Request from La Jaula Restaurant, LLC dba La Jaula Restaurant, 613 East 4th Street for a Class "CK" Liquor License

Council action will take place under Consent Agenda item G-8.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 20, 2022

Subject: Public Hearing on Request from La Jaula Restaurant, LLC dba La Jaula Restaurant, 613 East 4th Street for a Class "CK" Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

La Jaula Restaurant, LLC dba La Jaula Restaurant, 613 East 4th Street has submitted an application for a Class "CK" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city. A Class "K" Liquor License allows for catering one day events.

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

Also submitted was a request for Liquor Manager Designation for Nancy Avitia Huerta, 407 West 9th Street, Grand Island, Nebraska. Ms. Avitia Huerta has completed a state approved alcohol server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Nancy Avitia Huerta, 407 West 9th Street, Grand Island, Nebraska.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for La Jaula Restaurant, LLC dba La Jaula Restaurant, 613 East 4th Street for a Class "CK" Liquor License contingent upon final inspections and Liquor Manager Designation for Nancy Avitia Huerta, 407 West 9th Street, Grand Island, Nebraska.



Grand Island Police Department

Officer Report for Incident L22120297

Nature: Liquor Lic Inv
Location: PCID

Address: 613 4TH ST E
Grand Island NE 68801

Offense Codes:

Received By: Dvorak T **How Received:** T **Agency:** GIPD
Responding Officers: Dvorak T
Responsible Officer: Dvorak T **Disposition:** CLO 12/08/22
When Reported: 11:30:08 12/05/22 **Occurred Between:** 11:30:08 12/05/22 and 11:30:08 12/05/22

Assigned To:
Status:

Detail:
Status Date: **/**/**

Date Assigned: **/**/**
Due Date: **/**/**

Complainant:

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

Offense Codes

Reported: **Observed:**

Circumstances

LT21 LT21 Restaurant

Responding Officers: **Unit :**
Dvorak T 309

Responsible Officer: Dvorak T **Agency:** GIPD
Received By: Dvorak T **Last Radio Log:** **.*.*.* **/**/**
How Received: T Telephone **Clearance:** CL CL Case Closed
When Reported: 11:30:08 12/05/22 **Disposition:** CLO **Date:** 12/08/22
Judicial Status: **Occurred between:** 11:30:08 12/05/22
Misc Entry: **and:** 11:30:08 12/05/22

Modus Operandi: **Description :** **Method :**

Involvements

Date	Type	Description
12/07/22	Name	Ruiz, Lorenzo spouse

12/14/22

12/07/22	Name	Ruiz Avitia, Stephanie A	contacted
12/05/22	Name	Avitia Huerta, Nancy	owner/manager
12/05/22	Name	La Juala Restaurant LLC,	location

12/14/22

Narrative

Liquor License Investigation
Grand Island Police Department

A liquor license application was received for the site of several prior established restaurants on E 4th Street. Nancy Avitia Huerta has formed an LLC called La Juala Restaurant LLC, and proposed to open a restaurant of the same name at 613 E 4th. There have been several prior restaurants at the same location.

Avitia Huerta has applied for a Class C Liquor license; beer, wine, distilled spirits on and off sale; with a Class K endorsement for catering.

Responsible LEO:

Approved by:

Date

12/14/22

Supplement

309

Liquor License

Grand Island Police Department
Supplemental Report

Date, Time: 12-2-22

Reporting Officer: Sgt Dvorak #309

Unit #: CID

Nancy Avitia Huerta formed a new LLC, La Jaula Restaurant LLC. Nancy is listed as the sole owner. Avitia Huerta has applied for a new liquor license to service her restaurant at 613 E 4th of the same name, La Jaula. Nancy applied for a Class C license, beer, wine and distilled spirits on and off sale, along with a Class K license, for catering purposes.

On the application, Nancy notes that she is married to Lorenzo Ruiz. I noted that Lorenzo completed the Spousal Affidavit of Non Participation. Nancy and Lorenzo indicate that they have been Grand Island residents since at least 2012.

I utilized local Spillman files, the State NCJIS database, and a paid law enforcement only web site to check backgrounds for this application. I found that neither Nancy nor Lorenzo have warrants for their arrest. In Spillman files I found no criminal entries for Avitia Huerta, nor any entries of concern. I did note that Lorenzo Ruiz has some past traffic and misdemeanor contacts of historical nature. State NCJIS files confirmed that Nancy has no convictions. I found that Lorenzo Ruiz is a convicted felon, stemming from drug related offenses in 2008.

The law enforcement only web site covers incidents of a civil nature, such as liens, judgements or foreclosures and bankruptcies. I found no entries for Avitia or her husband.

NSP Inv Todd Suchsland and I met, at the restaurant site, with Nancy and her daughter Stephanie Ruiz. Nancy understands English, but said she prefers to answer in Spanish. Stephanie translated the conversation. The building was spacious and freshly updated. Avitia confirmed that she is the sole owner of the LLC as well as the restaurant.

Avitia advised that she will be the primary employee of the business, but Stephanie will work the restaurant as well as her two younger siblings. Nancy estimates that they will have four or five employees eventually. Nancy confirmed that she has no convictions. She also confirmed that she is aware of her husband's criminal record, but she was not aware that he would be unable to work at the business in any manner. Suchsland explained the conditions, and advised that Lorenzo could come to the restaurant to eat and visit, but not work in any capacity.

Nancy said she does not have a surveillance/security system, but plans to install one. We explained her responsibilities regarding disturbances, intoxicated customers, minors being served and ID requirements. I stressed that cooperation was the key. Both Nancy and Stephanie advised that they are aware of the added stipulations in having a liquor license. Both of them advised they have completed the ServSafe program recommended by the Commission.

Nancy said she only plans to served beer and margaritas, and for now, does not

12/14/22

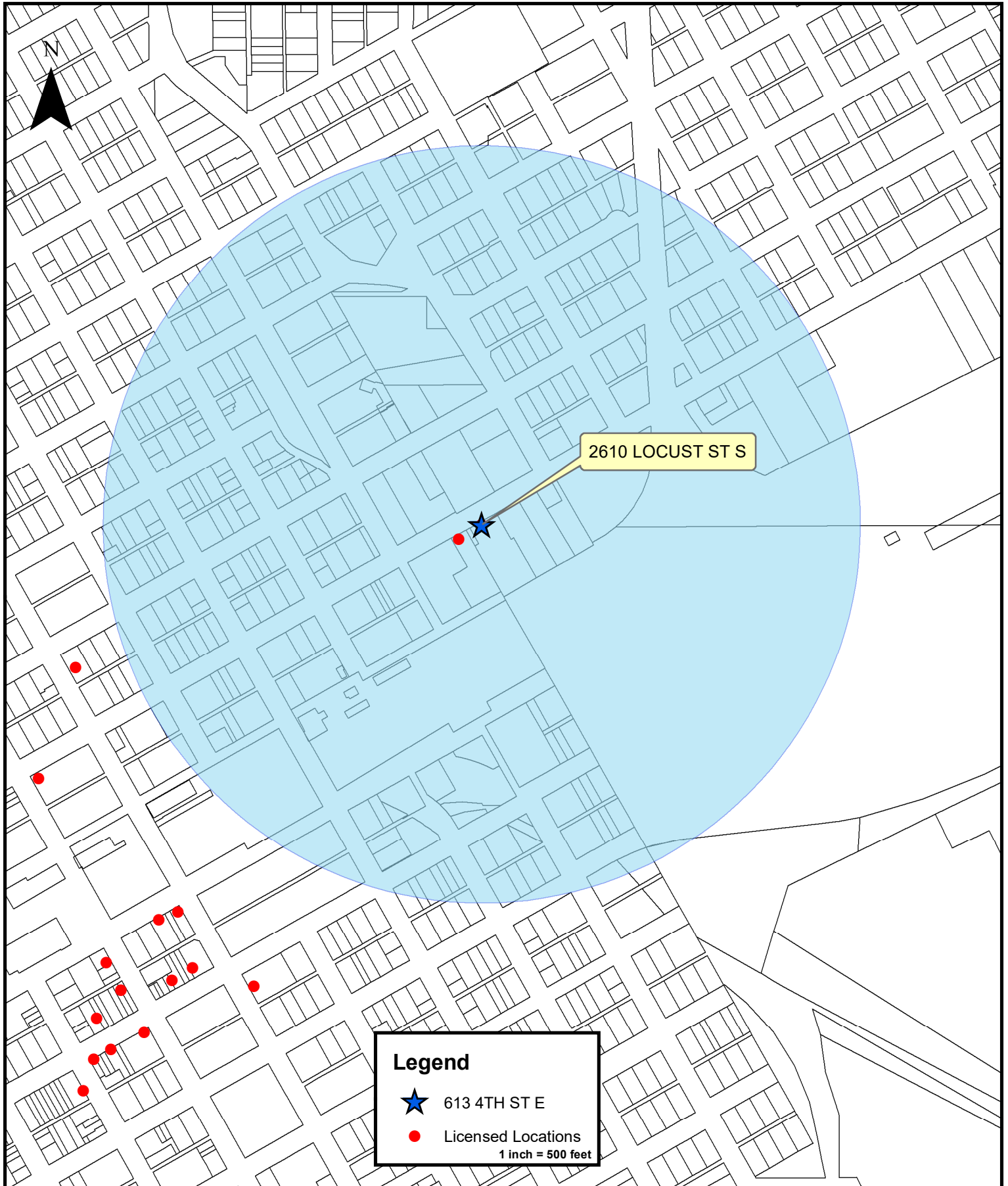
plan to be open past 1800-1900 during the week, but maybe longer on the weekends. She said she will never be open past 2200.

Avitia asked about the catering portion of her license and advised that she plans to host quincenearas and parties in another (larger) building on the property she purchased. Suchsland and I explained the need for Special Designated Licenses if the event was not held in this building, 613 E 4th.

The Grand Island Police Department recommends that Nancy Avitia Huerta be granted a Class C K Liquor license; beer, wine and distilled spirits with a catering endorsement; as owner of La Jaula Restaurant LLC for the business La Jaula Restaurant, located at 613 E 4th.

12/14/22

Liquor License Application: Class "CK": La Jaula Restaurant





City of Grand Island

Tuesday, December 20, 2022

Council Session

Item E-3

Public Hearing on Redevelopment Plan for CRA No. 17 for Property Located at 3553 Prairieview Street for an Amendment to Change the Proposed Hotel to a Medical Office Building (Prataria Ventures LLC)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: December 20, 2022

Subject: Redevelopment Plan for CRA Area #17 Prataria
Ventures LLC – Prairie Common Second Subdivision
Lots 1 and 3

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2015, the Grand Island City Council declared property referred to as CRA Area 17 as blighted and substandard and approved a generalized redevelopment plan for the property. This site specific redevelopment plan is proposing to use Tax Increment Financing (TIF) for the redevelopment of property, site preparation and grading, demolition, installation of public utility and streets, installation of parking and private streets, and a convention center on this site.

In 2016 Prataria Ventures, LLC has submitted an application for Tax Increment Financing to aid in the redevelopment of property to prepare for the construction of a Hospital, a Medical Office Building and a Hotel with attached conference space. This property is located at the southwest corner of Husker Highway and U.S. Highway 281. Staff has prepared a redevelopment plan for this property consistent with the TIF application. As of 2022 both the hospital and the medical office building have been constructed and are operating. Additionally a new office will open across the street from the hospital in January and Tabitha has begun accepting tenants in their senior living development. Prataria has requested an amendment to the redevelopment plan and the zoning on the lot for the hotel to allow development of a second 60,000 square foot medical office building in place of the hotel. It is likely that a hotel will still be part of the development but moved to one of the commercial lots south and west of the hospital.

The CRA reviewed the amended development plan on November 14, 2022 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on December 7, 2022. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on December 7, 2022. The Planning Commission approved Resolution 2023-06 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area 17 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for site preparation, demolition, planning activities, public amenities, private roads, necessary utility extensions and improvements, a conference center, and fees associated with the redevelopment project. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as a eligible TIF project and that it will not negatively impact existing services within the community or shift undo additional costs onto the current residents of Grand Island and the impacted school districts. There original plan identified and authorized \$28,708,000 for this project. A bond for the hospital was issued for \$11,600,000 per the approved redevelopment contract. A bond for the first Medical Office Building was issued for \$2,500,000 with per the contract. The developer is requesting a TIF bond in the amount of \$4,885,000. The total amount of the TIF dedicated to this project \$18,985,000. A total of \$9,723,000 less than the original amount approved.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 17
June 2016 Amended November 2022**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 17 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 17.

Executive Summary:

Project Description

THE REDEVELOPMENT OF PROPERTY LOCATED SOUTH OF HUSKER HIGHWAY AND WEST OF U.S. HIGHWAY 281 THIS AMENDMENT APPLIES SPECIFICALLY TO ACTIVITIES PLANNED FOR LOT 3 OF PRAIRIE COMMONS SECOND SUBDIVISION AND A PORTION OF LOT 1 OF PRAIRIE COMMONS SECOND SUBDIVISION TO BE REPLATTED. THE ORIGINAL PROJECT CONSISTED OF DEMOLITION OF EXISTING FARM STRUCTURES, ALL SITE WORK AND GRADING TO PROMOTE AND ENHANCE DRAINAGE ACROSS THE SITE, INTALLATION OF ROADS, SEWER, WATER AND OTHER UTILITY INFRASTRUCTURE TO SUPPORT DEVELOPMENT OF THE SITE. THE PROJECT SHALL ALSO INCLUDE INFRASTRUCTURE IMPROVEMENTS AND MODIFICATIONS WITHIN THE PUBLIC RIGHT-OF-WAY OF HUSKER HIGHWAY (U.S. HIGHWAY 34) AND U.S. HIGHWAY 281 TO FACILITATE THE TRAFFIC THE PROJECT WILL GENERATE. THE INTIAL PHASE OF THIS DEVELOPMENT WILL CONSISTED OF THE CONSTRUCTION OF A 4 STORY 64 BED HOSPITAL AND A 66,000 SQUARE FOOT MEDICAL OFFICE BUILDINGAND A PLANNED 103 BED HOTEL WITH 7000 SQUARE FEET OF CONFERENCE/MEETING SPACE. THIS PHASE IS PROPOSING TO REPLACE THE HOTEL AT THIS LOCATION WITH ANOTHER THREE STORY 66,000 SQUARE FOOT MEDICAL OFFICE BUILDING.

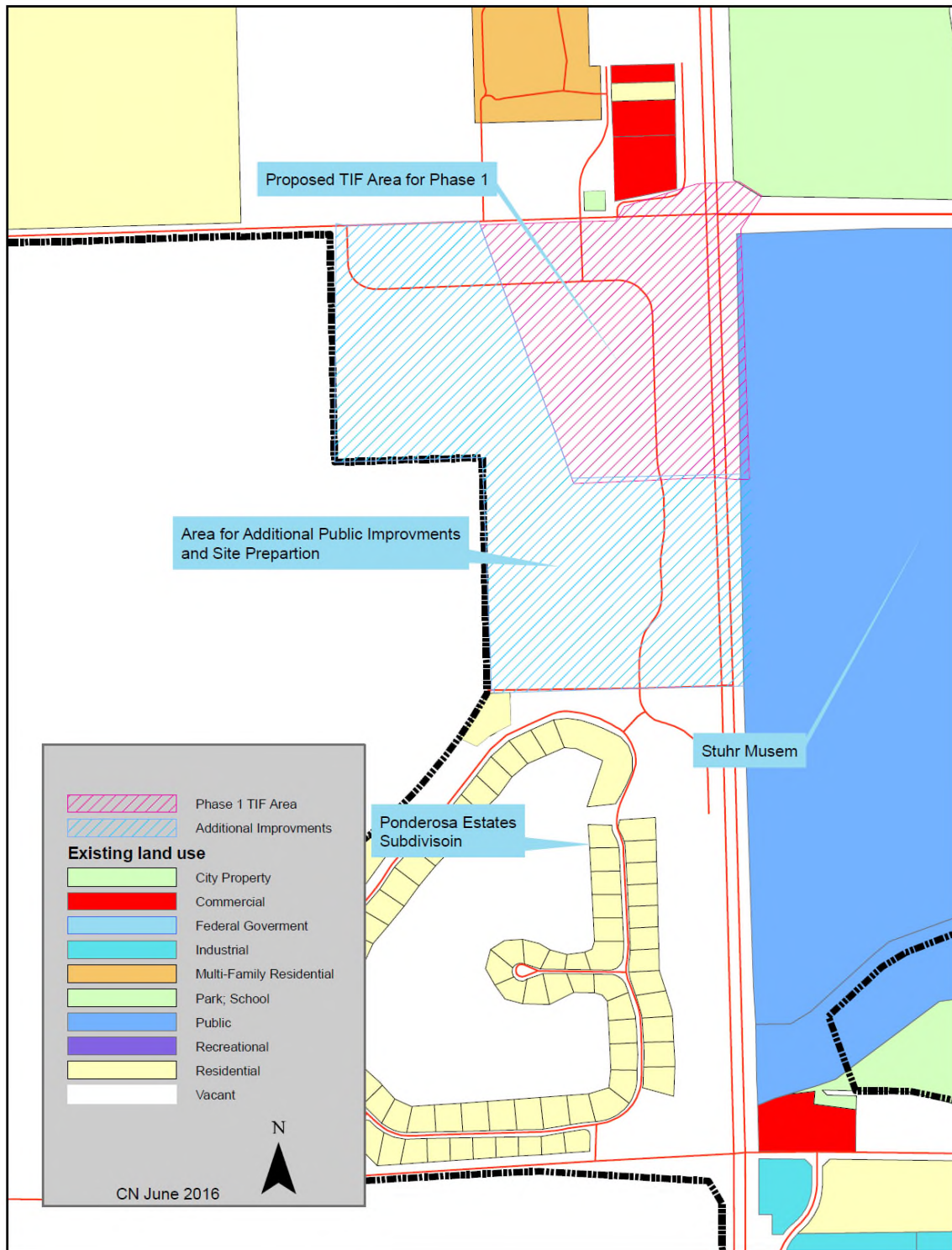
The use of Tax Increment Financing to aid in demolition, site clearance, and necessary infrastructure and grading improvements to redevelop the southwest corner of Husker Highway and U.S. Highway 281 currently platted as Ewoldt Sub in the City of Grand Island was proposed in the original application and that work has been completed. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project economically feasible. The project will result in the development of lots along this section of U.S. 281 toward U.S. Interstate 80. The proposed anchors for the first phase of this development location include a private hospital, medical office building and hotel with conference space. This plan amendment replaces the hotel with a second medical office building. Subsequent phases of the remainder of the site include housing, office space and retail development. The developer has indicated that this development would not be considered nor financially feasible for at this location without the use of TIF.

Prataria Ventures L.L.C., a wholly owned subsidiary of Chief Industries, Inc., owns the subject property. Chief Industries was founded in 1954 and is headquartered in Grand Island. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2018 towards the allowable costs.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:

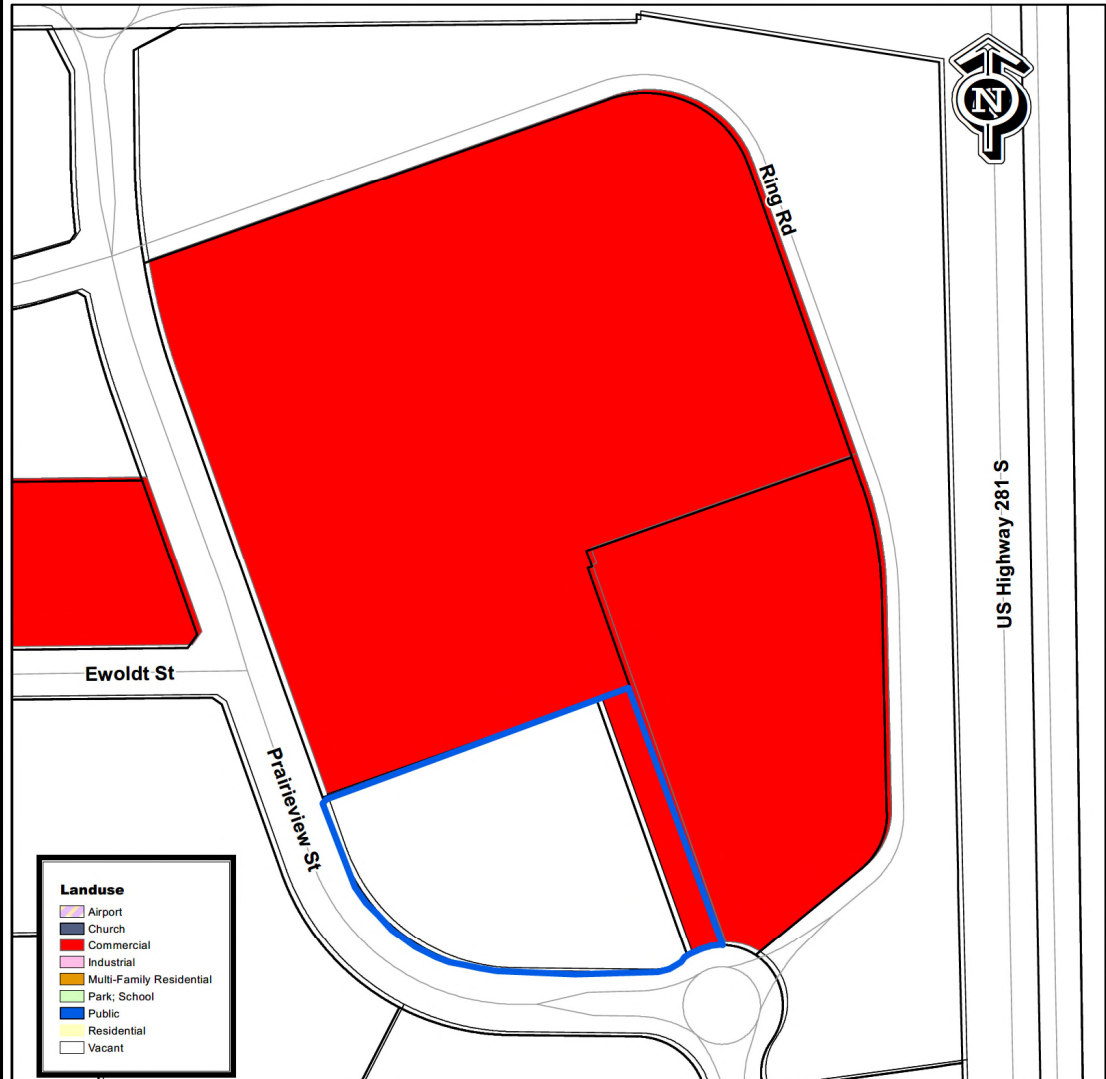
Property Description (the “Redevelopment Project Area”)

Legal Descriptions: All of Ewoldt Subdivision in Grand Island, Hall County, Nebraska and the adjacent rights-of-way for Husker Highway/U.S. Highway 34, U.S. Highway 281 and Rae Road. This amendment applies specifically to Lots 1 and 3 of Prairie Commons Second Subdivision.



Existing Land Use and Subject Property 2016

EXISTING LANDUSE MAP



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

1 inch = 200 feet

Existing Land Use and Subject Property 2022

This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. The tax increment will be captured for up to 15 tax years the payments for which become delinquent in years 2018 through 2032 inclusive or as otherwise dictated by the contract. The proposed development with this amendment for a second medical office building anticipates a restructured bond that would span the tax years 2023 to 2038.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The incremental value for the first phase will be created by the construction of a 64 bed private hospital, medical office building and a second medical office building. This area is planned for commercial development with the Grand Island Comprehensive Plan and will has been rezoned to CD Commercial Development zone to accommodate the planned development. An amendment to the CD Zone to allow the second medical office building has been proposed.

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on June 9, 2015.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on December 7, 2022 and passed Resolution 2023-06 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.

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

a. Land Acquisition:

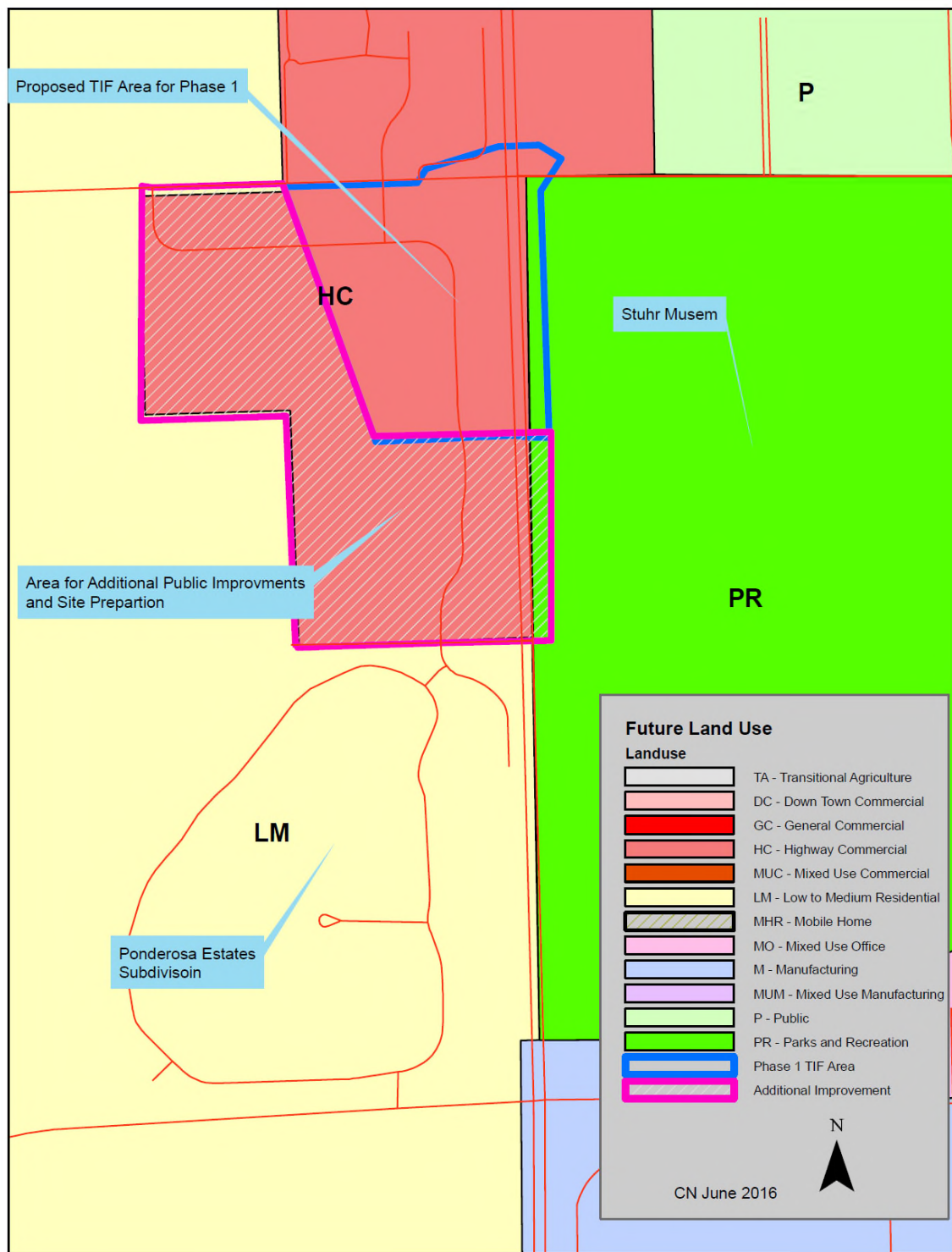
This Redevelopment Plan for Area 17 does not anticipate real property acquisition by the developer. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan provides for the demolition and removal of the existing abandoned farm buildings on the property.

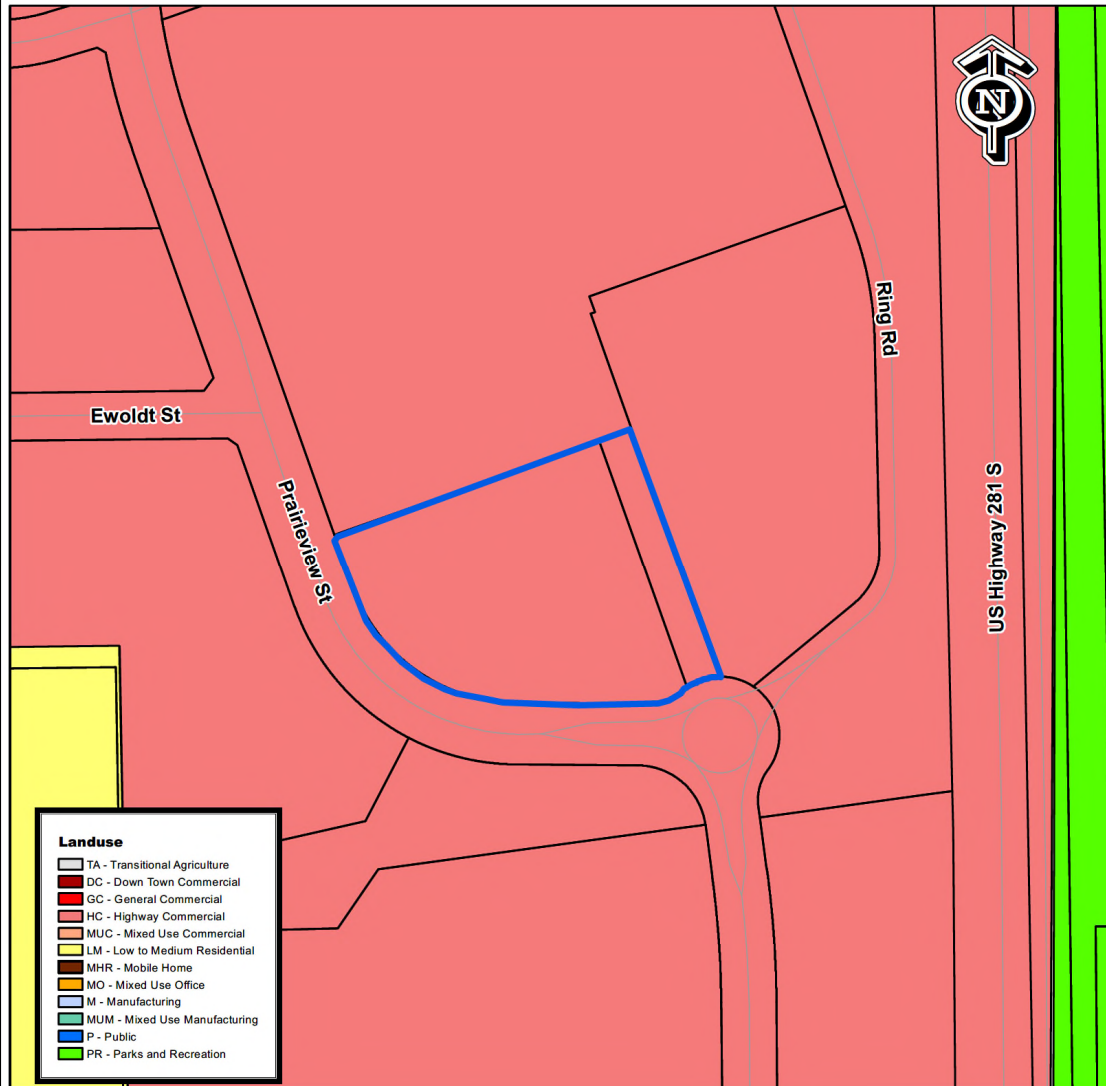
c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. This property is in private ownership and is planned for commercial uses [§18-2103(b) and §18-2111]. A site plan of the area after the proposed redevelopment is also attached. [§18-2111(5)]



City of Grand Island Future Land Use Map effective 2016

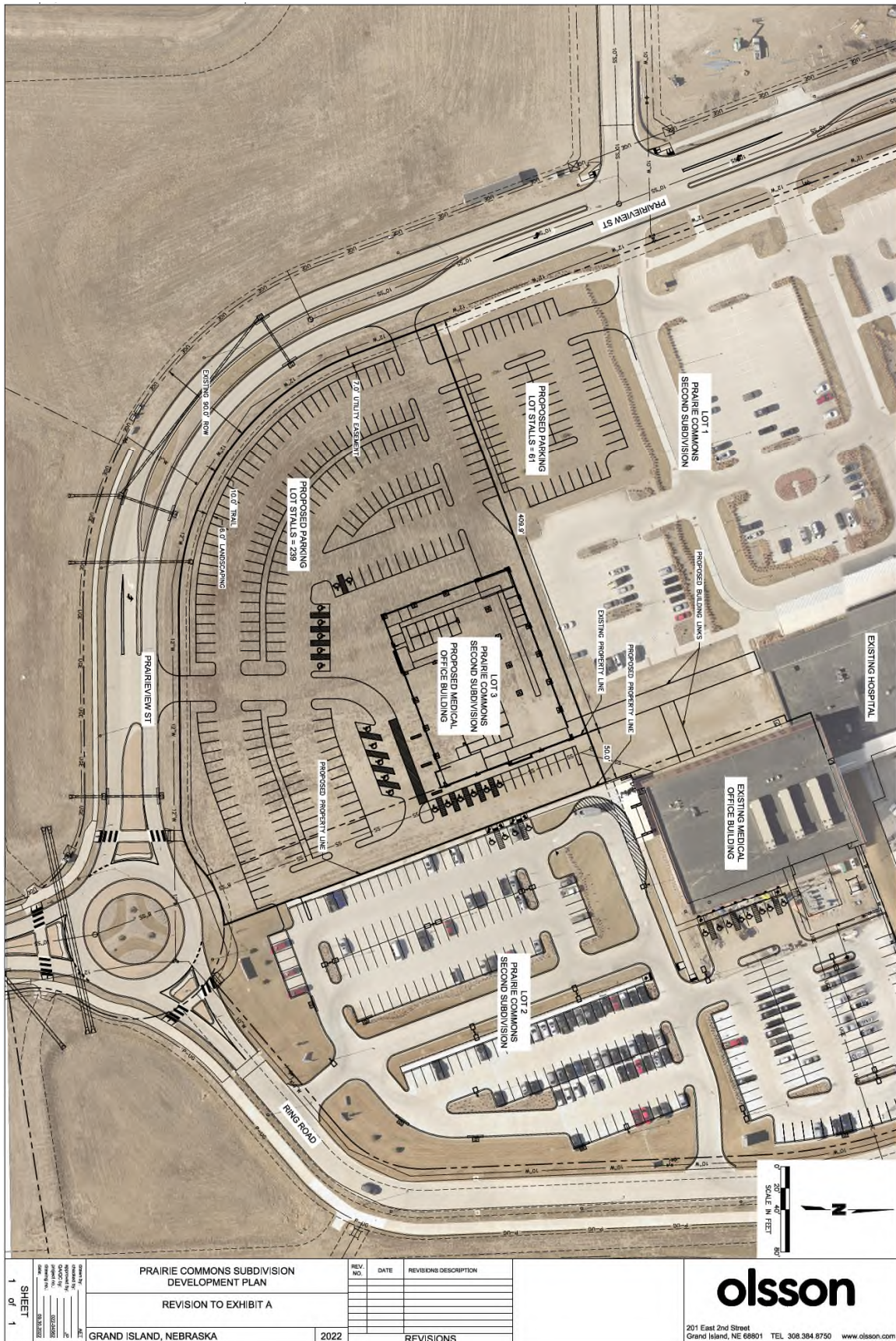
TAX INCREMENT FINANCING - PROJECT SITE FUTURE LANDUSE MAP



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

1 inch = 208 feet

City of Grand Island Future Land Use Map **effective 2022**



PRAIRIE COMMONS SUBDIVISION DEVELOPMENT PLAN		REV. NO.	DATE	REVISIONS DESCRIPTION
REVISION TO EXHIBIT A				
GRAND ISLAND, NEBRASKA		2022		REVISIONS

SHEET

1 of 1

olsson

201 East 2nd Street
Grand Island, NE 68801 TEL 308.384.6750 www.olsson.com

Proposed Site Plan.

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

The property is currently platted as Lot 3 and Part of Lot 1 of Prairie Commons Second Subdivision. The property will be replatted with a new lot configuration. Necessary easements will be dedicated with the new subdivision plat.

The area for the first phase of redevelopment was rezoned to accommodate the development CD Commercial Development Zone a further amendment will be necessary to allow the second medical office building. These zoning districts at this location are consistent with the Grand Island Comprehensive Development Plan. The westerly portions of the property was rezoned to an RO Residential Office zone that allows apartments and office buildings and which would provide a buffer between anticipated lakefront residential development to the west. Internal streets were platted to connect James Road on the north with the intersection of James Road (Prairieview Road) and Rae Road on the south. All properties have been graded to drain appropriately and streets were designed based on final lot elevations. Streets, utility infrastructure and grading were completed for the whole development during the first phase of this project. No changes are anticipated in building codes or ordinances. However, the CRA intends to require enhancements to building facades as part of a public space requirement of the redevelopment project. No other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to build on the site within the constraints allowed by the proposed zoning districts. The CD zoning district allows for up to 50% of the CD zone to be covered with buildings. The B2 zone would allow coverage of up to 100% of the lot less required landscaping and the RO zoning district would allow up to 75% coverage. Final zoning on the project site will have to be approved by the Grand Island City Council prior to construction. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Sufficient capacity exists within these systems to support this development at completion. Sewer, water were extended throughout the site. The developer was responsible for engineering and installation of all required utilities. Said utilities are expected to become part of the city infrastructure and will be accepted into the city systems after construction and inspection. Electric infrastructure was extended throughout the site according to typical commercial installation requirements. Natural gas and communications infrastructure will be installed according to the agreements formed with the private companies that provide those services. The City of Grand Island will secure all necessary easements for utility infrastructure with the platting and development processes. Public façade easements will be acquired in all buildings constructed as part of the project. The Redeveloper will be required to enhance the building exteriors and façades as provided in the redevelopment

contract as a part of the public space development in the project over and above Commercial Development Zone building requirements. The façade improvements are required to ensure long-term durability of the buildings to prevent the recurrence of blighted conditions, with such façade improvements protected with a grant of an easement to the City by the Redeveloper.

[§18-2103(b) and §18-2111]

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. No individuals or businesses will be relocated due to this development. [§18-2103.02]

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

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

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

The developer owns this property. The developer has identified the following expenses shown as exhibit B as potentially eligible for TIF based on the costs for the first phase development and site preparation/grading, streets and utility infrastructure for the full 96 acre site at \$28,910,839. Additional TIF may be generated and used for complete development of the remainder of the site for site acquisition, planning, architecture, legal and other eligible activities.

Project TIF Eligible Expenses

A.	<u>Project Site Preparation Expenses</u>	
	1. Demolition:	\$60,000
	2. Grading/ <u>Stormwater</u> Detention:	<u>\$795,000</u>
	Total:	\$855,000
B.	<u>Public Improvements</u>	
	1. Public Streets; Public Utilities: (Sanitary/Storm sewer, water, traffic Improvements)	\$12,820,000
	2. Façade Enhancements: (Hospital, Hotel & Office Building)	\$1,680,000
	3. Private Street; Parking Lots:	\$4,038,000
	4. Offsite Street and Highway Improvements	<u>\$553,000</u>
	Total:	\$19,091,000
C.	<u>Planning Activities</u>	
	1. Design of Public Improvements: (Engineering, Architecture, Planning)	\$7,356,000
	2. Master Planning/Housing & Hotel Studies:	<u>\$59,000</u>
	Total:	\$7,415,000
D.	<u>Conference Center</u>	
	1.	<u>\$1,225,000</u>
	Total:	\$1,225,000
E.	<u>TIF Related Expenses</u>	
	1: Legal Fees	\$100,000
	2 Cost Benefit Analysis	\$20,000
	3 City and CRA Fees	<u>\$2,000</u>
	Total:	<u>\$122,000</u>
	Total Expenses:	\$28,708,000

Updated cost numbers for MOB 2.0 specifically

Prairie Commons Medical Office Building #2.0
Legal: Prairie Commons Second Subdivision Lot 3
September 30, 2022

Estimated Project Costs

Acquisition Costs:	
Land	\$1,700,000
Construction & Site Costs	\$27,650,000
Soft Costs:	
Architectural/Engr./Testing	\$1,710,000
Financing Fees	\$210,000
Legal/Planning/Audit Fees	\$1,120,000
Contingency Reserves	\$710,000
Total	\$33,100,000

<u>Estimated Value at Completion</u>	\$27,650,000
--------------------------------------	--------------

Sources of Financing:

Developer Equity	\$7,200,000
Tax Increment Assistance	\$4,885,000
Commercial Bank Loan	\$21,015,000

Listing of TIF Eligible Expenses:

Site Preparation	\$100,000
Façade Upgrade	\$250,000
Site Utilities	\$200,000
Paving/Sidewalks/Hike-Bike Trail	\$675,000
Planning Activities (Arch./Engr./Designer fees)	\$2,710,000
Legal Fees	\$100,000
Land Purchase	\$1,700,000
Total TIF Eligible Expenses	\$5,735,000

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$28,708,000 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2017 through December 2038. The developer will use the TIF Note to secure debt financing in an amount not to

exceed \$28,708,000 to be paid to the note holder during the term of the financing. TIF Notes have been issued for the hospital and MOB 1 in the amount of \$11,600,000 and \$2,500,000 respectively. The developer is requesting a note in the amount of \$4,885,000 for the MOB 2.0 project contemplated in this plan amendment. The total TIF for the project as proposed would be \$18,985,000. A total of \$9,723,000 less than originally approved.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of blighted and substandard conditions within the area.

8. Time Frame for Development

Development of this project is anticipated to be completed between September of 2016 and December of 2018. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year. The MOB 2.0 anticipated with the amendment would be constructed in 2023 and open in and fully taxable in 2024. Additional projects may be brought forward for separate consideration on parcels located outside of this initial phase.

9. Justification of Project

Demolition, extension of utilities, substantial site grading and installation of streets are necessary to facilitate redevelopment of this site. The redevelopment of this property by Prataria Ventures, LLC, will result in increased employment opportunities in the medical

sector within Grand Island as well as expanded medical choices. This is a first step in extending development south along U.S. Highway 281 toward U.S. Interstate 80. The Grand Island City Council has made it clear with previous decisions that they support development toward the I-80/281 interchange.

10. Cost Benefit Analysis The results of the original analysis are included as an appendix to the original plan. The original analysis supported TIF in an amount of \$28,708,000. The total TIF proposed has been reduced to \$18,985,000.

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing; (MOB 2.0 Only)

The redevelopment project area currently has an estimated valuation of \$621,000. The proposed redevelopment will create additional valuation of \$27,029,000 over the course of the next two years. The project creates additional valuation that will support taxing entities long after the project is paid off. The tax shift from this project will be equal to the total of the bond principal of \$4,885,000 if fully funded and any associated interest on the bond to be assigned with contract approval.

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

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

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

This will provide additional medical facilities for residents of Grand Island and for the surrounding area. New medical staff will be needed to support this development.

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

New medical staff will be needed to support this development.

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

This development will not have a direct impact on the Grand Island School system since it does not include a housing component. New employees will need housing and that may impact the schools depending on where people choose to live.

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

Grand Island is a regional medical provider and this development will help solidify and enhance that position. The MOB 2.0 will support the new hospital and provide additional competition within the medical market place in Grand Island.

Time Frame for Development

Development of this project is anticipated to be completed between September of 2016 and December of 2018. The base tax year should be calculated on the value of the property as of January 1, 2017. Excess valuation should be available for this project for 15 years beginning in 2017 with taxes due in 2018. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$28,708,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. The total TIF for the project as proposed would be \$18,985,000. A total of \$9,723,000 less than originally approved.

L. BRUCE WRIGHT
JAMES M. BAUSCH
ROBERT J. ROUTH
DAVID R. BUNTAIN
STEPHEN H. NELSEN
MICHAEL C. MUELLER

SCOTT D. KELLY
TERRY R. WITTNER

RICHARD B. GARDEN, JR.
SHAWN D. RENNER
JOHN C. MILES
THOMAS C. HUSTON
DON R. JANSSEN
SUSAN K. SAPP
KEVIN J. SCHNEIDER

GARY R. BATHENHORST
JILL GOSSIN JENSEN
JOHN C. HEWITT
ROCHELLE A. MULLE
TRENTON BAUSCH
MICHAEL C. PALLESEN
RICHARD P. JEFFRIES
TRACY A. OLDEMEYER
PAMELA EPPOLDSEN
TRENT R. SIDERS

CrTNR. WH.LIAMS
W GHT JOHNSON Ocnf:«H IER, L. L.1°.
ATTORNEYS AT LAW

233 SOUTH 13TH STREET
1900 U.S. BANK BUILDING
LINCOLN, NEBRAS KA 58502-2095
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July 20, 2016

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DAVID J. ROUTH
JASON R. YONGTUM
MEGAN S. WRIGHT
THERESA D. KOLLER
AUSTIN L. MCKILLIP

TARA A. STINGLEY
SEAN D. WHITE
MICHELLE L. STORJUS
JONATHAN J. PAPIK
RENEE A. EVELAND
HENRY L. WIEDRICH
ADAM W. BARNEY
GREGORY S. FRAYSER
KARA J. RONNAU
IVIS W. TETTENBORN
HEATHER A. CARVER
SHANNON E. FALLON
KATHERINE M. ROCK
KATIE A. JOSEPH
LILY A. CARR
MARK A. GRIMES

FREDRICK H. KAUFFMAN
DONALD E. BURT
STEPHEN E. GEHRING

VIA EMAIL: chadn@grand-island.com

Chad Nabity
Regional Planning Director
City of Grand Island
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

VIA EMAIL: mbacon@bacon-vinton.com

Michael L. Bacon
Bacon & Vinton, L.L.C.
416 10th Street
P.O. Box 208
Gothenburg, NE 69138

Re: Prairie Commons Redevelopment Project in Grand Island
Our File No.: 16346.101

Dear Chad and Mike:

Based upon our conversations, I prepared and attach:

1. The revised version of the Amendment to Redevelopment Plan to which I have made some comments. Please let me know if these comments cause you any concern; and

2. A revised Exhibit for the "Project TIF Eligible Expenses" to be substituted for the version that was attached to the Application from Prataria Ventures, LLC.

Please let me know if you have any questions.

Sincerely,



Thomas C. Huston
For the Firm

Enclosure

cc: Dave Ostdiek (via email)
Roger Bullington (via email)

4830-3993- 1957, v. 1

STERLING RIDGE
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XML I TA, IN t SRI-I4-1 105
(402) 397-1700

1207 M STREET
r.CJ, IsCJx510
AURORA, NE 68818
(402) 694-6314

416 VALLEY VIEW DRIVE, SUITE 304
SCOTT'S BLUFF, NE 69361
(308) 635-1020

330 SOUTH COLLEGE AVENUE
SUITE 300
FORT COLLINS, CO 80524-7162
(Rae) 22 I -2G37



COMMUNITY DEVELOPMENT AUTHORITY

Authority (CRA)

BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST JUNE 8, 2016

PROJECT REDEVELOPER INFORMATION

Business Name: Prataria Ventures, LLC

A wholly owned limited liability company of Chief Industries, Inc.

Address: 3942 W Old Highway 30
Grand Island, NE 68803

P.O. Box 2078
Grand Island, NE 68802

Telephone Number: 308-389-7200

Fax Number: 308-389-7352

Contact: Roger Bullington, P. E.
308-389-7288
roger.bullington@chiefind.com

Lot 3 Project Redeveloper Information

Business Name: Prairie Commons MOB 2.0, LLC
Address: 13340 California Street, Suite 108
Omaha, NE. 68154

Contacts: Jon Walker (913) 219-6910
Ralph Castner (308) 249-1697

Prairie Commons MOB 2.0, LLC will be assuming the redevelopment agreement and responsibilities to develop a second medical office building of Phase One on the Prairie Commons Campus.

Brief Description of Applicant's Business:

Prataria Ventures is the development business unit of Chief Industries. This entity provides development services for projects. Prataria holds the real estate holding for potential real estate and development investments, and is a premier real estate developer in the Midwest providing innovative and progressive developments through public and private partnerships. Our development portfolio includes projects for private and public/private institutions as well as for our own use. Our projects range from small properties to expansive developments throughout diverse communities from small towns to metropolitan communities.

Chief Industries, Inc. is a diverse company headquartered in Grand Island. Founded in 1954, Chief has been a community leader in Grand Island and Central Nebraska and is a privately owned entity.

Present Ownership Proposed Project Site:

Prataria Ventures, LLC
c/o Chief Industries, Inc.
P.O. Box 2078
Grand Island, NE 68802

Proposed Project: Building square footage, size of property, description of buildings - materials, etc. Attach site plan, if available.

Building square footage: Total 319,865

Size of property: Phase 1, 35 Acres

Description of buildings:

Prataria owns a 96 acre parcel of land that includes a farm homestead, farmland and pasture land. This is a generational development opportunity which sits at the front door of Grand Island. Prataria proposes to develop this parcel in four separate phases. The first phase will be on 35 acres that will include a hospital, medical office building and a hotel.

The hospital is approximately 172,000 square feet and will be designed for potential future expansion horizontally and vertically. The initial 4 story bed tower will be comprised of 64 patient rooms and will be designed for two additional floors for future growth. The structure is designed utilizing conventional steel framing, with the exterior being a combination of precast panels, metal panels, curtainwall and storefront glass features.

The Medical Office Building will be a three story structure totaling 66,000 square feet. It will also be a conventional steel framed structure with the same exterior materials and features as the hospital. Thus, creating a campus feel with complimentary architectural design features. It will be attached to the hospital structure, allowing patient and visitors ease of accessing both facilities.

Due to the growth of the healthcare industry in Grand Island, there is a perceived need for additional medical offices on the Prairie Common campus. These medical offices will need to be attached to the Grand Island Regional Medical Center (GIRMC) and the original Prairie Commons MOB (#1.0). This will be achieved by corridor links between the three buildings and creating a healing garden adjacent to the buildings and corridors (corridors will consist of 3,885 square feet on GIRMC property). Due to this campus healthcare emphasis, the hospitality component is planned to move to another phase of the Prairie Commons development and to another parcel within the development. This Prairie Commons MOB #2.0 is planned to be a Class A three-story structure encompassing a total of 66,000 sq. ft. The design features will mimic those of GIRMC and PC MOB #1.0 so that the architectural integrity is intact.

Additional phases will be forthcoming.

If Property is to be Subdivided, Show Division Planned:

See conceptual plan submitted. Actual preliminary plat to be determined in near future.
See Exhibit A

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

Architect

Name: Davis Design
Phone: 402-476-9700
Address: 1221 N Street,
Suite 600
Lincoln, NE 68508

Engineer

Name: Olsson Associates
Phone: 308-384-8750
Address: 201 E. 2nd Street
Grand Island, NE 68801

General Contractor

Name: Chief Construction
Phone: 308-389-7222
Address: 3935 Westgate
Road
Grand Island, NE 68803

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

Project Construction Schedule:

Construction Start Date

Phase 1(Lot 3) :January 2023

Construction Completion Date

Phase 1(Lot 3): Spring 2024

This will be a phased project with phase one comprised of a healthcare/hospitality component and the site/utility work necessary for the development project. Three additional phases are planned and the times and sequencing of each respective phase will be dependent on market conditions. These phases may include a substantial retail component, multi-family/senior housing and an office component.

XII. Please Attach Construction Pro Forma

Due to confidential nature of the projects, construction proforma available for discussion.

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

Due to confidential nature of the projects, proforma available for discussion.

PROJECT REDEVELOPER INFORMATION

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

Tax Increment Financing is being requested in the amount of \$4,885,000. for the development of Lot 3 of Phase One of the Prairie Commons Development. The TIF funds will enable the healthcare component of campus to continue to grow and allow for specialty clinics to expand to the campus and to the community of Grand Island. The TIF financing component will allow this project on Lot 3 to move forward and will assist in the funding gap for the developers to continue on the path of high quality and aesthetic designs to attract clients and practitioners to our community. In addition to significant investments in the structures, this will also provide extensive investments into personal property and thus provide a large increase in personal property taxes. This new medical office building will also provided for expanded employment opportunities, healthcare alternatives, and quality of life features.

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

The proposed site work and construction costs will result in an overall improvement to the area and allow for additional medical goods and services, employment opportunities, medical office space and a hospitality/conference area. Tax increment financing is an integral and essential component to the project completion which is contingent upon receipt of the expected tax increment assistance. Feasibility is dependent upon TIF funds that will enable the creation of adequate economics to make the necessary site improvements, utility extensions and new construction costs at a competitive rate in the area.

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

Prairie Commons Development

Current site of the Grand Island Regional Medical Center and the Prairie Commons Medical Office Building

Contact:

David Ostdiek

Chief Industries

Phone: 308-389-7246

Fax: 308-389-7352

Green Line Redevelopment

Current site of the Chief Construction Campus and Christensen Concrete.

Contact:

David Ostdiek

Chief Industries

Phone: 308-389-7246

Fax: 308-389-7352

Aurora Co-Op Redevelopment

Current site of Goodwill Industries Warehouse and Chief Fabrication.

Contact:

David Ostdiek

Chief Industries

Phone: 308-389-7246

Fax: 308-389-7352

Contact:

Chad Nability

Regional Planning Department

Phone: 308-385-5444 ext. 210

Lincoln West Haymarket Phase 1 & Phase 2

Includes Canopy Lofts, The Railyard, The Hobson Place and the Hyatt hotel.

Contact:

Hallie Salem

Lincoln NE Urban Development
Department

Phone: 402-441-7864

Fax: 402-441-8711

Contact:

David Landis

Lincoln NE Urban Development
Department

Phone: 402-441-7864

Fax: 402-441-8711

Contact:

Mayor Chris Beutler

Mayor of Lincoln, NE

Phone: 402-441-7511

Fax: 402-441-7120

Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years.

To be provided.



Exhibit A

Completed Medical Office Building 2.0:

TIF Calculations

1. Completed Medical Office Building 2.0:

Assumptions:

Assessed Value

Est. Taxes

Base Year	\$208,458	\$0	\$208,458	\$4,476	\$0	\$4,476
Completed	\$24,958,458	\$0	\$24,958,458	\$535,869	\$0	\$535,869
Increment	\$24,750,000	\$0	\$24,750,000	\$531,394	\$0	\$531,394
Present Value:				\$4,886,708	\$0	\$4,886,708

Prairie Commons Medical Office Building #2.0
Legal: Prairie Commons Second Subdivision Lot 3
September 30, 2022

Estimated Project Costs

Acquisition Costs:

Land	\$1,700,000
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Construction & Site Costs	\$27,650,000
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Soft Costs:

Architectural/Engr./Testing	\$1,710,000
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Financing Fees	\$210,000
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Legal/Planning/Audit Fees	\$1,120,000
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Contingency Reserves	\$710,000
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Total	\$33,100,000
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<u>Estimated Value at Completion</u>	\$27,650,000
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Sources of Financing:

Developer Equity	\$7,200,000
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Tax Increment Assistance	\$4,885,000
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Commercial Bank Loan	\$21,015,000
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Listing of TIF Eligible Expenses:

Site Preparation	\$100,000
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Façade Upgrade	\$250,000
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Site Utilities	\$200,000
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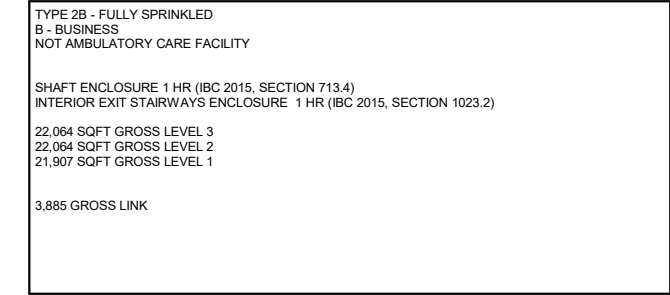
Paving/Sidewalks/Hike-Bike Trail	\$675,000
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Planning Activities (Arch./Engr./Designer fees)	\$2,710,000
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Legal Fees	\$100,000
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Land Purchase	\$1,700,000
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Total TIF Eligible Expenses	\$5,735,000
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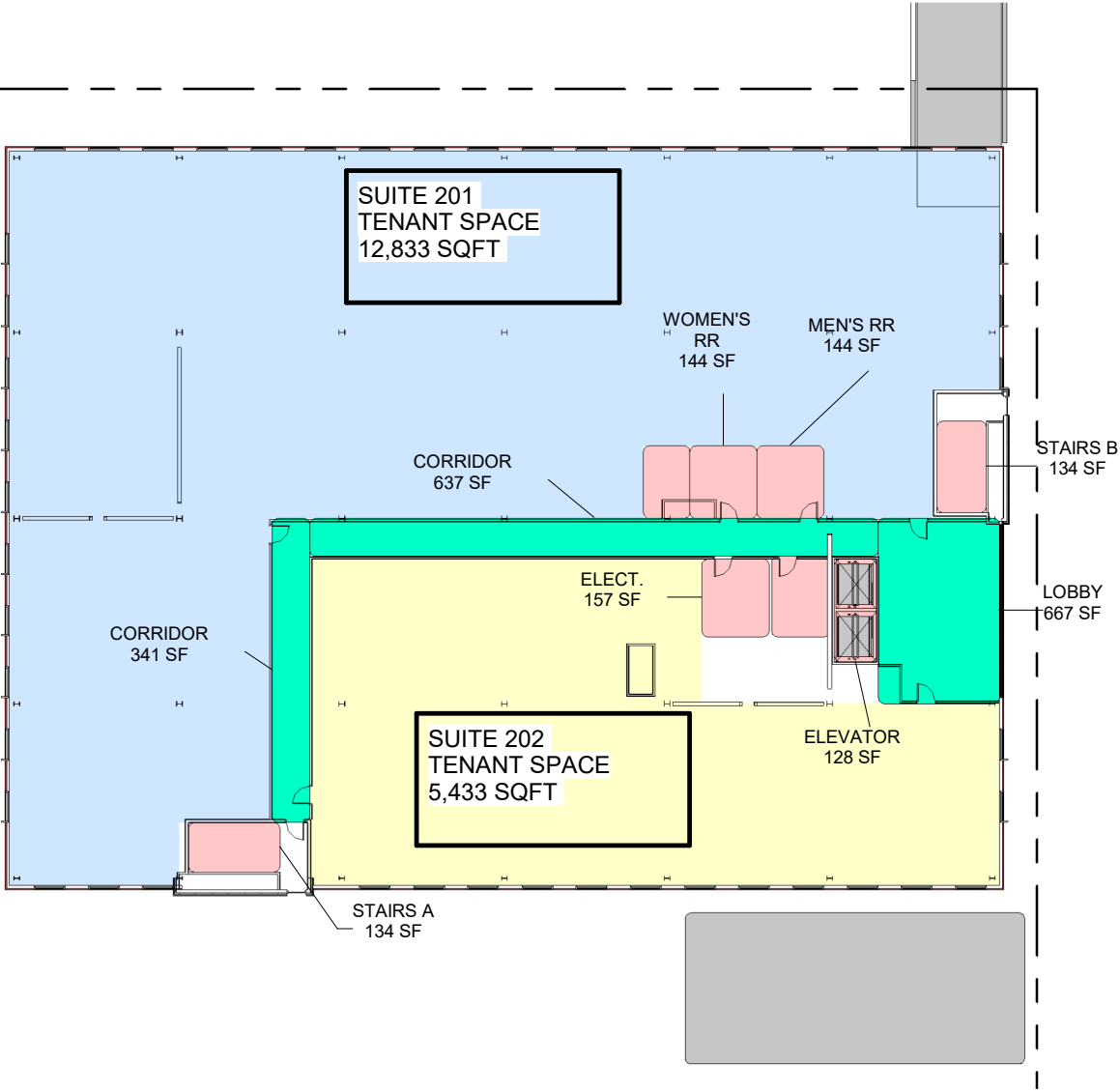
1

01 - FIRST LEVEL - OPTION-1

1/32" = 1'-0"

1 02 - SECOND - OPTION -1
1/32" = 1'-0"

THIRD LEVEL SIMILAR

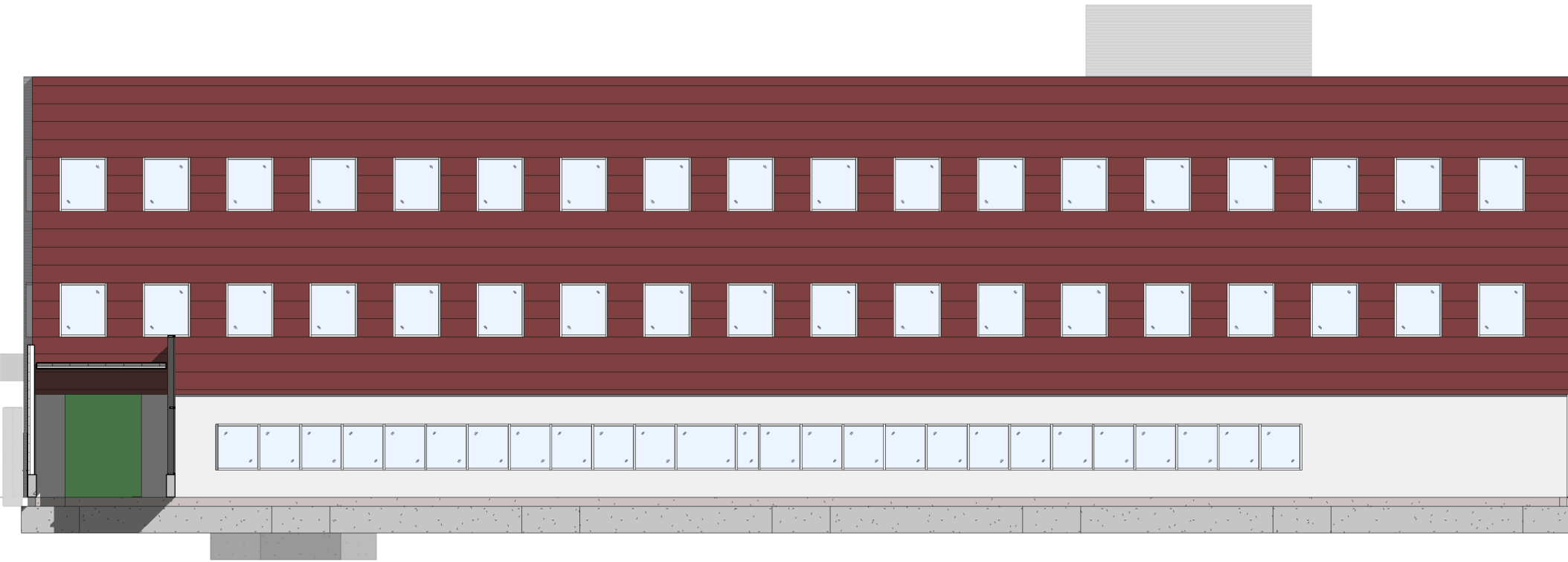


TYPE 2B - FULLY SPRINKLED
B - BUSINESS
NOT AMBULATORY CARE FACILITY

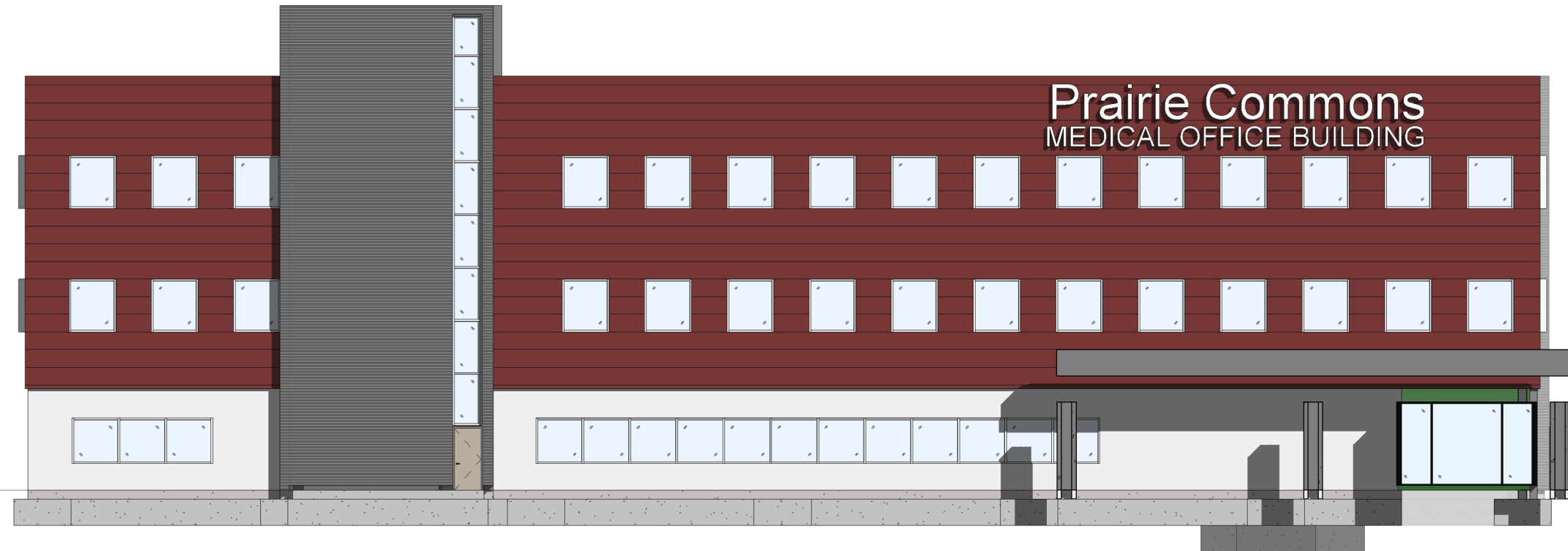
SHAFT ENCLOSURE 1 HR (IBC 2015, SECTION 713.4)
INTERIOR EXIT STAIRWAYS ENCLOSURE 1 HR (IBC 2015, SECTION 1023.2)

22,064 SQFT GROSS LEVEL 3
22,064 SQFT GROSS LEVEL 2
21,907 SQFT GROSS LEVEL 1

3,885 GROSS LINK



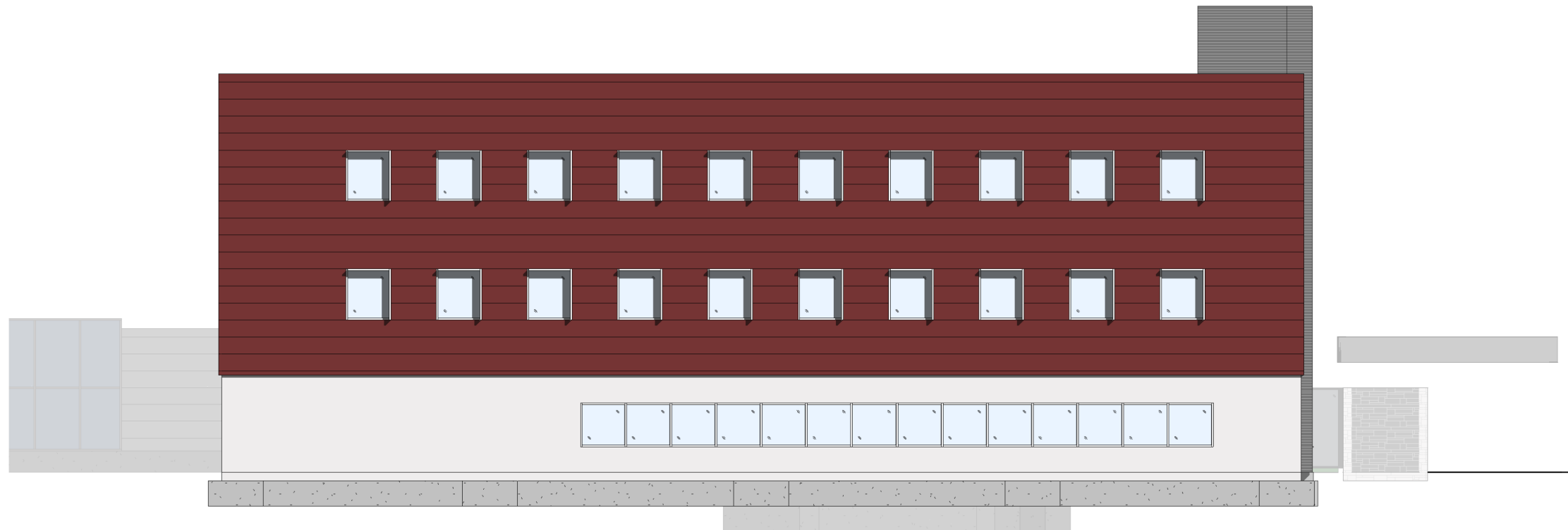
1 EXTERIOR ELEVATION - NORTH
1/16" = 1'-0"



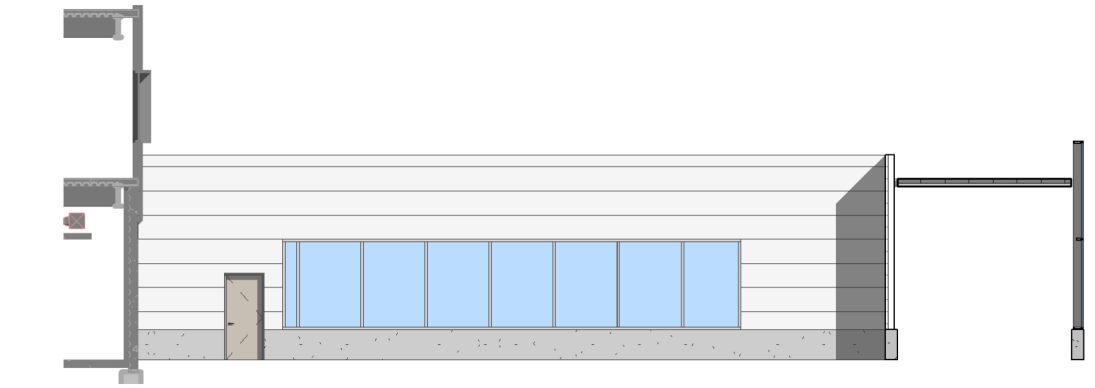
2 EXTERIOR ELEVATION - SOUTH
1/16" = 1'-0"



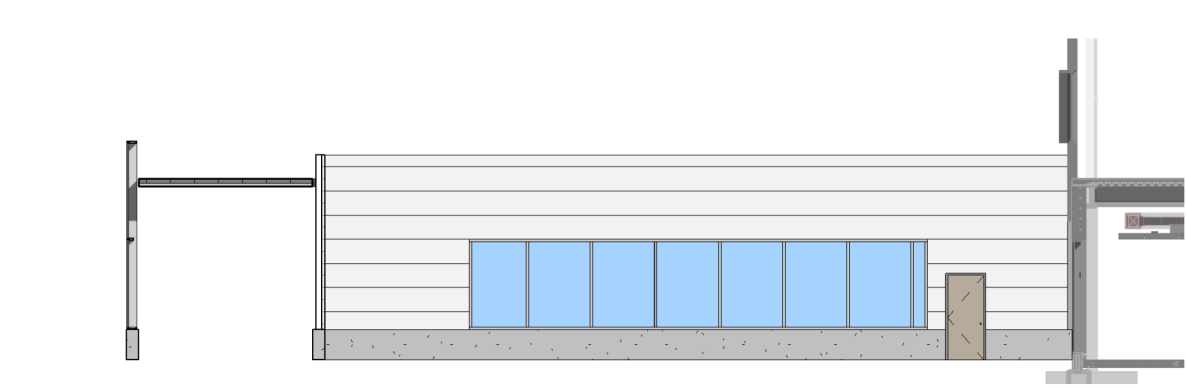
1 EXTERIOR ELEVATION - EAST
1/16" = 1'-0"



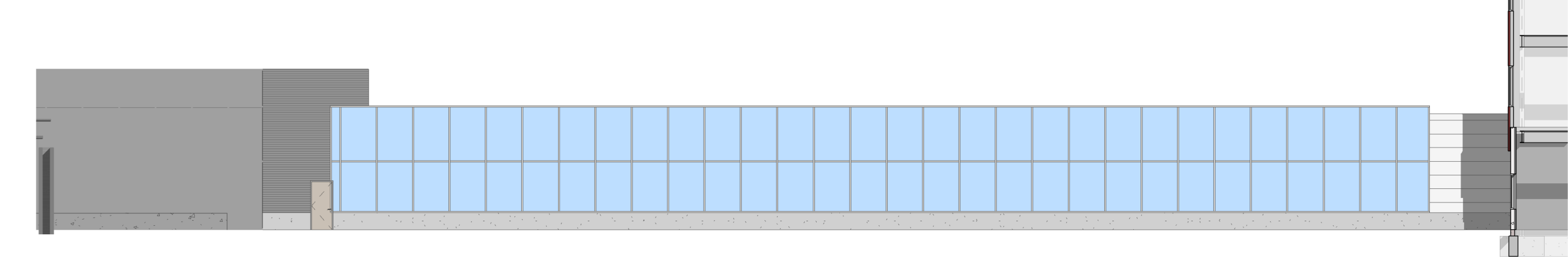
2 EXTERIOR ELEVATION - WEST
1/16" = 1'-0"



1 .LINK - NORTH
1/16" = 1'-0"



2 .LINK - SOUTH
1/16" = 1'-0"



3 .LINK - WEST
1/16" = 1'-0"



4 .LINK EAST
1/16" = 1'-0"

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

RESOLUTION NO. 412

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 9th day of November, 2022

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

By 
Chairperson

ATTEST:


Secretary

Prataria Ventures LLC-MOB 2.0-Area 17

Prataria Ventures LLC-MOB 2.0-Area 17

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

RESOLUTION NO. 413

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 17, from Prataria Ventures LLC, (The "Developer") for redevelopment located on Lot 1 and part of Lot 3 of Prairie Commons Second Subdivision, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 1;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, after approval of the redevelopment plan amendment related to the redevelopment project, and after the passage of 30 days from the date hereof.

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

Passed and approved this 9th day of November, 2022.

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

By 
Chairperson

ATTEST:


Secretary

Prataria Ventures LLC-MOB 2.0-Area 17

Exhibit 1

Draft Redevelopment Plan Forwarded to the Planning Commission

Prataria Ventures LLC-MOB 2.0-Area 17

Resolution Number 2023-06

HALL COUNTY REGIONAL PLANNING COMMISSION

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

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the “**Authority**”), referred the **amendment of the Redevelopment Plan for CRA Area 17 requested by Prataria Ventures LLC** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

WHEREAS, the Commission held a public hearing on the proposed plan on December 7, 2022, and

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

WHEREAS, the Commission advertised the time, date and location public hearing in the Grand Island Independent on Saturday November 19 and 26, and

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

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

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

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

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

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

DATED: December 7, 2022

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

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

RESOLUTION NO. 418

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

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

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

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

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

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

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

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

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

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of site purchase, preparation for redevelopment including site work, public utilities and streets, renovation, trails and sidewalks described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bonds issued in the approximate amount of \$18,985,000. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

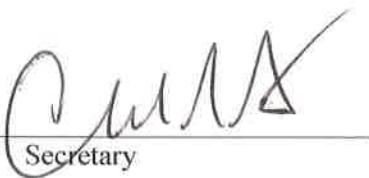
Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 14^h day of December, 2022.

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

ATTEST:

By: _____


Secretary

By: _____

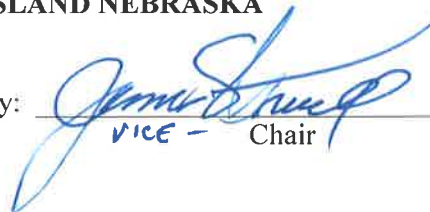

VICE - Chair

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Legal Descriptions: Lots 1 and 3 of Prairie Commons Second Subdivision to be replatted as
Lots 1 and 2 of Prairie Commons Fifth Subdivision in Grand Island, Nebraska

* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item E-4

**Public Hearing on Zoning Change to Property Located at 3553
Prairieview Street Lots 1 and 3 of Prairie Commons Second
Subdivision CD Commercial Development Zone to Amended CD
Commercial Development Zone (Prairie Commons MOB 2.0)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 20, 2022

Subject: Change of Zoning from CD Commercial Development Zone to Amended CD commercial Development Zone at 3553 Prairieview Street

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

Background

Prataria Ventures LLC, the owner of property at 3553 Prairieview Street located south of Husker Highway between Priarieview Street and U.S. Highway 281 is requesting that the zoning on property be changed on this property from the current plan for the CD zone that approved a hotel to be built at this site to allow a 60,000 square foot medical office building. Because this is a CD zone Council needs to approve substantial changes in the plan.

Discussion

At the regular meeting of the Regional Planning Commission, held December 7, 2022 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Nabity stated Prataria Ventures LLC is requesting an amendment to the current redevelopment plan. The original plan for the hospital development has changed due to market conditions. Prataria Ventures LLC has brought an updated plan to replace the hotel with a medical office building. The project is consistent with the proposed zoning and will be consistent with the future land use plan for this area within the City of Grand Island with the proposed amendment.

Nabity also explained the rezoning request is proposed due to the area zoned as Commercial Development Zone to Amended Commercial Zone. Within a Commercial Development Zone there are no specific setbacks the developer is allowed to build within the plan as it is approved. If the plan changes significantly as the case in this application a new plan has to be approved. The final plat will also be amended.

Roger Bullington – 3935 Westgate Dr - Mr. Bullington talked about the project

and some of the proposed changes.

O'Neill closed the public hearing for Items #4 and Item #5.

A motion was made by Robb and second by Randone to approve the proposed rezoning located at 3553 Prairieview Street and the Preliminary and Final Plat for Prairie Commons Fifth Subdivision.

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

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the ordinance as presented.

Agenda Item 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

November 30, 2022

SUBJECT: *Zoning Change (C-11-23GI)*

PROPOSAL: To rezone a lots 1 and 3 of Prairie Commons Second Subdivision from CD Commercial Development Zone to Amended CD Commercial Development Zone. This property is located between Prairieview Street and U.S. Highway 281 south of Husker Highway. The proposed change would amend the approved development plan to allow a second medical office building and remove the proposed hotel on Lot 3. It would also move property lines between the Lot 1, the Hospital and the vacant lot that was originally planned for the hotel. The location of the proposed zoning changes is attached.

OVERVIEW:

Site Analysis

Current zoning designation:

Permitted and conditional uses:

Comprehensive Plan Designation:

Requested Zoning Designation:

Existing land uses.

CD Commercial Development Zone

CD The current development plan shows the hospital, medical office building and a hotel.

Highway Commercial

Amended **CD Commercial Development Zone** the plan as proposed would allow for construction of a second medical office building in place of the hotel that was planned on lot 3. Hospital and vacant property

Adjacent Properties Analysis

Current zoning designations:

Permitted and conditional uses:

Comprehensive Plan Designation:

Existing land uses:

North: B2- General Business

East: B1-Light Business

West RO- Residential Office

South: B2-General Business

RO Residential uses with no density limitations, office uses, personal services and prescription related retail. **B2** Commercial and retail uses including those with outside storage of merchandise, office uses and residential uses up to a density of 43 units per acre. **B1** Commercial and retail uses except those with outside storage of merchandise, office uses and residential uses up to a density of 43 units per acre.

North: Highway Commercial

East: Highway Commercial and Parks and Recreation

West: Low to Medium Density Residential

South: Highway Commercial and Low to Medium Density Residential

North: Gas'N Shop, Strip Commercial, Vacant Property, Apartments

East: Medical Office Building, Stuhr Museum

West: Office Uses

South: Single Family Residential (Ponderosa Estates), Vacant Property

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for commercial development.
- *Accessible to Existing Municipal Infrastructure:* Water and sewer services are available to service the area. Sanitary sewer and water are along the north and east sides of the property.
- *Adjacent street is classified as an arterial:* Husker Highway is an arterial street. It is expected that this street will carry significant traffic.
- *Development Accommodates Expressway Designation by NDOR:* The Nebraska Department of Roads has classified U.S. Highway 281 as an expressway. As part of that designation they limit the development of access to U.S. Highway 281 to one every ½ mile. This proposed plan shows one access onto U.S. Highway 281 at the approve location.
- *Monetary Benefit to Applicant:* Would allow the applicant to develop and sell this property.

Negative Implications:

- *None foreseen*

Other

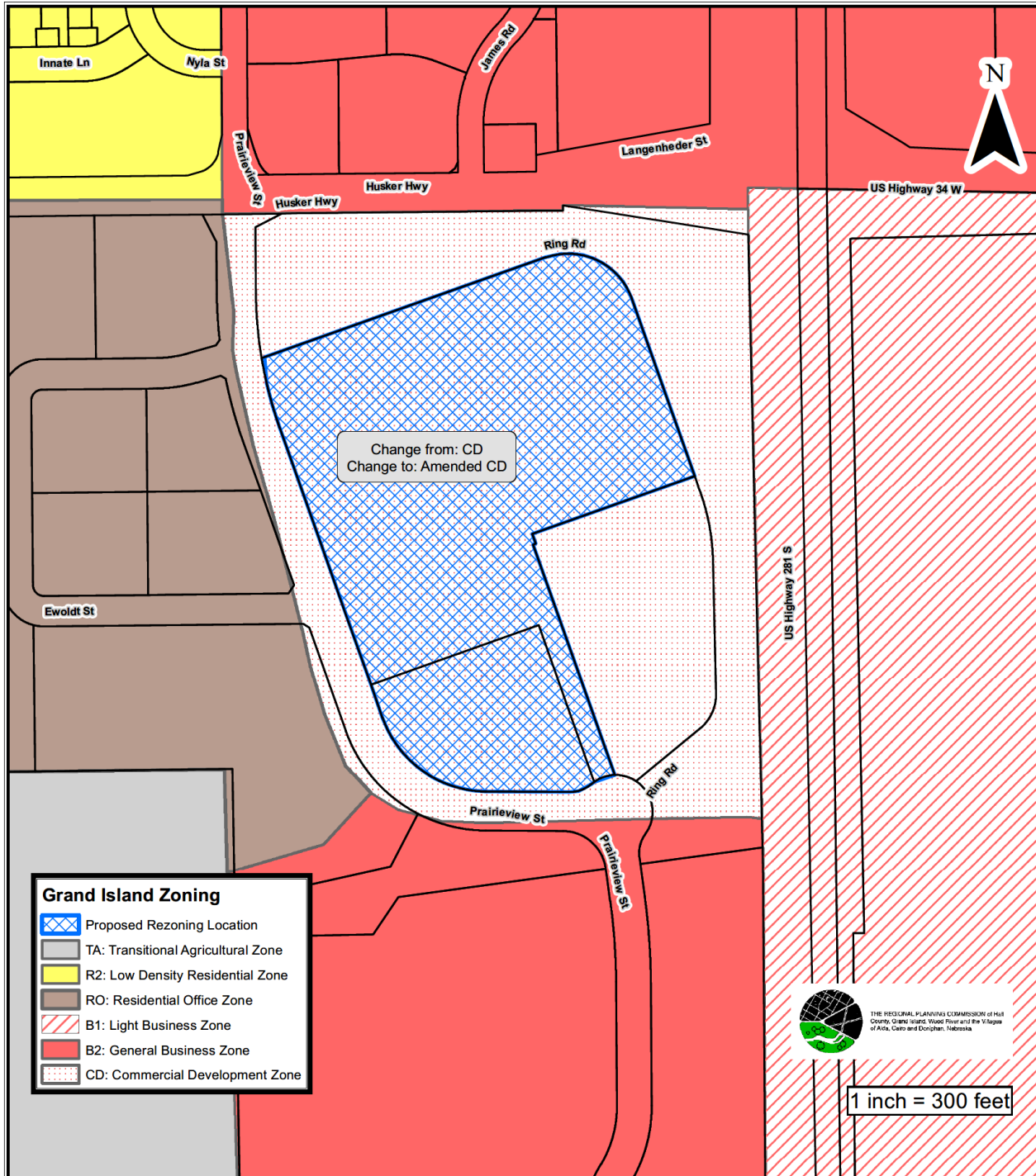
Several years into this project the developers are seeking changes due to changes in the market. The original plan called for development of a hotel at this location but that has not been feasible within the current market conditions. The proposed changes would allow of a more marketable project.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from **CD** Commercial Development Zone to an **Amended CD** Commercial Development Zone as shown on the attached map along with the Preliminary and Final Plats for Prairie Commons Fifth Subdivision as proposed.

_____ Chad Nabity AICP, Planning Director

Proposed Rezoning Area





City of Grand Island

Tuesday, December 20, 2022

Council Session

Item E-5

Public Hearing on Zoning Change to Property Located at 1510 E 7th Street Lot 2 of Sanchez Subdivision and Adjoining right of way to the center of the dedicated streets from R2 Low Density Residential to R3-SL Medium Density Residential Small Lot. (Edy and Nancy Hernandez)

Council action will take place under Ordinances item F-3.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 20, 2022

Subject: Change of Zoning from R2 Low Density Residential Zone to R3-SL Medium Density Small Lot Residential Zone

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

Background

Edy and Nancy Hernandez, the owners of property at 1510 E 7th Street located north of 7th Street and east of Congdon Avenue are requesting that the zoning on property be changed on this property from R2 Low Density Residential to R3-SL Medium Density Small Lot Residential Zone. They are proposing to develop this property with a combination of single family homes, duplexes and townhomes.

Discussion

At the regular meeting of the Regional Planning Commission, held December 7, 2022 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Rashad Moxey stated the proposed rezoning request is located at 1510 E. 7th Street from R2 Low Density Residential to R3-SL Medium Density Small Lot Residential. This change would allow for development of duplexes, town homes and row housing on small lots. The property was included in a sanitary sewer district that extends sewer from 7th and Geddes to all of the properties in this area, eliminating a pocket of the city that lacks sanitary sewer service.

Nancy Hernandez – 1212 W. Koenig St. – Mrs. Hernandez went over the project and was available for questions.

O'Neill closed the public hearing.

A motion was made by Robb and second by Randone to approve the proposed rezoning located at 1510 E. 7th Street.

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

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the ordinance as presented.

Agenda Item #7,

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

November 29, 2022

SUBJECT: To rezone tract of land consisting of 1.611 acres. This property is located 1510 E. 7th Street (Lot 2 of Sanchez Subdivision) in Grand Island, Hall County, Nebraska, from R2 Low Density Residential to R3-SL Medium Density Small Lot Residential. (C-13-2023G1)

OVERVIEW:

Site Analysis

<i>Current zoning designation:</i>	R-2 -Low Density Residential
<i>Permitted and conditional uses:</i>	R-2: To provide for residential neighborhoods at a maximum density of seven dwelling units per acre with supporting community facilities
<i>Comprehensive Plan Designation:</i>	Designated for future low to medium residential development.
<i>Existing land uses.</i>	Vacant

Adjacent Properties Analysis

<i>Current zoning designations:</i>	North, South, East & West: R2 Low Density Residential
<i>Permitted and conditional uses:</i>	R2 residential uses at a density of 7 units per acre. Minimum lot size 6,000 square feet
<i>Comprehensive Plan Designation:</i>	North, South, East and West: Designated for future low to medium density residential development
<i>Existing land uses:</i>	North: Vacant property, farm ground South: Single-family residential East: Single-family residential West: Single-family residential

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for long term low to medium density residential redevelopment.
- *Provides additional housing opportunities in Northeast Grand Island.*

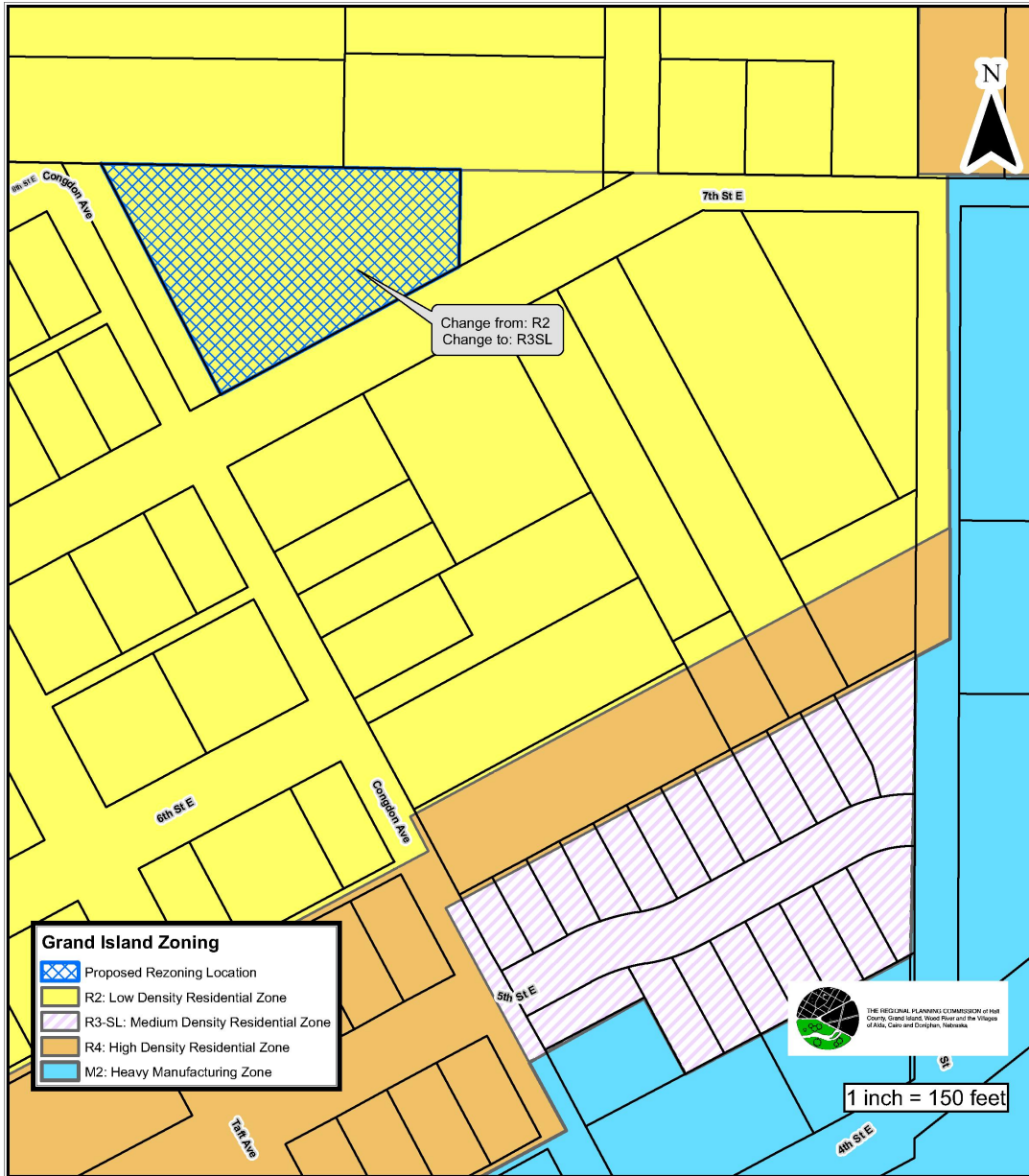
- *Provides for a mixed used of new construction housing in the area.* This change would allow for development of duplexes, town homes and row housing on smaller lots
- *Is infill development.* This development is using property that is within the existing functional and legal boundaries of the City of Grand Island for more than 100 years.
- *Accessible to Existing Municipal Infrastructure:* City water and sewer services are available to service the rezoning area.
- *Development of this Property will lower the per property cost of the approved Sanitary Sewer District. This property is included in a sanitary sewer district that extends sewer from 7th and Geddes to all of the properties in this area, eliminating a pocket of the city that lacks sanitary sewer service*
- *Monetary Benefit to Applicant:* Would allow the applicant to develop and sell this property.
- **Negative Implications:**
- *None foreseen*

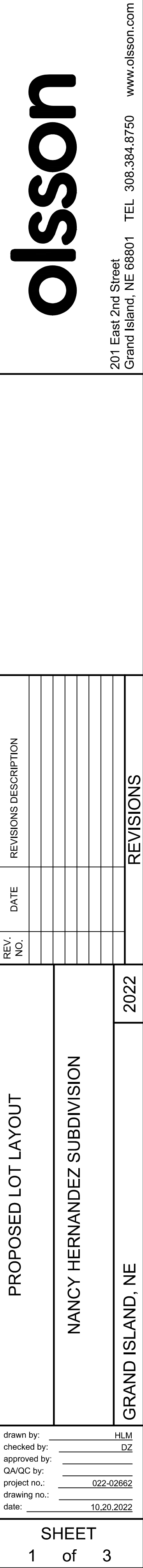
RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council approve the preliminary plat for The Orchard Subdivision and approve the change of zoning from R2-Low Density Residential to R3-SL – Medium Density Small Lot Residential.

_____ Chad Nabity AICP, Planning Director

Proposed Rezoning Area







City of Grand Island

Tuesday, December 20, 2022

Council Session

Item E-6

Public Hearing on Comprehensive Plan Amendment to Consider the Adoption of the Grand Island Affordable Housing Plan as an Appendix to the 2004 Comprehensive Development Plan

Council action will take place under Consent Agenda item G-20.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 20, 2022

Subject: Adoption of the Grand Island Affordable Housing Action Plan as an Appendix to the Comprehensive Development Plan

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

Background

LB 866 was adopted by the Unicameral and signed by Governor Ricketts in 2020. The created the Municipal Density and Missing Middle Housing Act N.R.S.S. 19-551 to 19-5506. As part of that Act cities with a population of 50,000 or more are required to adopt an Affordable Housing Action Plan prior to January 1, 2023.

The Regional Planning Commission contracted for this study as part of the updated Comprehensive Plan for the City of Grand Island.

Discussion

At the regular meeting of the Regional Planning Commission, held December 7, 2022 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Nabity stated Marvin Planning Consultants and Aaron Sorrell prepared the Grand Island Affordable Housing Action Plan. As part of the Municipal Density and Missing Middle Housing Act N.R.S.S 19-551 to 19-5506 cities with a population of 50,000 or more are required to adopt an Affordable Housing Action Plan prior to January 1, 2023. The plan has a number of goals, strategies and recommendations for developing more housing and more affordable housing.

O'Neill closed the public hearing.

A motion was made by Nelson and second by Olson to approve the adoption of the Grand Island Affordable Housing Action Plan.

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

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the ordinance as presented.

Agenda Item #6

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

November 30, 2022

SUBJECT: *Adopting the Affordable Housing Action Plan as an appendix to the Grand Island Comprehensive Development Plan (C-12-23GI)*

PROPOSAL: As part of the new Comprehensive Plan, Marvin Planning Consultants and their associates were contracted to complete and write an Affordable Housing Action Plan prior to November 15, 2022 for adoption by the City Council prior to December 31, 2022. The attached plan has been completed and is ready for review and potential adoption.

OVERVIEW

LB 866 was adopted by the Unicameral and signed by Governor Ricketts in 2020. The created the Municipal Density and Missing Middle Housing Act N.R.S.S. 19-551 to 19-5506. As part of that Act cities with a population of 50,000 or more are required to adopt an Affordable Housing Action Plan prior to January 1, 2023.

The Regional Planning Commission contracted for this study as part of the updated Comprehensive Plan for the City of Grand Island.

Staff is recommending that this plan be adopted as an appendix to the 2004 Comprehensive Development Plan. An updated version of this plan will be available for adoption with the full comprehensive plan update.

The Urban Affairs Committee has requested a copy of the adopted plan and City Staff will forward a copy upon adoption.

EVALUATION:

The plan as submitted meets the requirements of the Act and if adopted will bring the City into compliance with the Act. The plan has a number of goals, strategies and recommendations for developing more housing and more affordable housing in particular. These goals and strategies will be further refined in the updated comprehensive plan.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council adopt the Affordable Housing Action Plan as submitted as an appendix to the 2004 Comprehensive Plan for the City of Grand Island.

_____ Chad Nabity AICP, Planning Director

GRAND ISLAND AFFORDABLE HOUSING PLAN

November 2022



Plan Participants

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CITY COUNCIL

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OVERVIEW

This plan is designed as a supplement and update to the *2020 Community Housing Study with Strategies for Affordable Housing* adopted in 2019, to address the requirements of LB 866 - the Municipal Density and Missing Middle Housing Act (Nebraska Statute 19-5501 to 19-5506). This plan will be updated during the development of the city's Comprehensive Plan.

The Missing Middle Act requires cities with populations of 50,000 or more adopt an affordable housing action plan. The statute requires each plan, at a minimum, to contain the following:

1. Goals for the construction of new affordable housing units, including multi-family housing and middle housing, with specific types and numbers of units, geographic locations, and specific actions to encourage the development of affordable housing, middle housing, and workforce housing;
2. Goals for a percentage of areas in the city zoned for residential use which permit the construction of multi-family housing and middle housing;
3. Plans for the use of federal, state, and local incentives to encourage affordable housing, middle housing, and workforce housing, including the Affordable Housing Trust Fund, the Local Option Municipal Economic Development Act, tax-increment financing, federal community development block grants, density bonuses, and other nonmonetary regulatory relief; and

4. Updates to the city's zoning codes, ordinances, and regulations to incentivize affordable housing.

TERMINOLOGY WITHIN THE PLAN

There are a number of abbreviations and terminology used throughout this plan and the Missing Middle Act.

Abbreviations

ADA - Americans With Disability Act
ADU - Accessory Dwelling Unit
AMI - Area Median Income (see table below)
CDBG - Community Development Block Grant
HUD - U.S. Department of Housing and Urban Development
SID - Sanitary Improvement District
TIF - Tax Increment Financing

Terminology and Definitions

For purposes of the Municipal Density and Missing Middle Housing Act:

- **Accessory Dwelling Unit (ADU)** means an interior, attached, or detached residential structure that is used in connection with, or that is an accessory to, a single-family dwelling and is located on the same lot or parcel as such single-family dwelling;
- **Affordable Housing** means residential dwelling units affordable to a household earning not more than eighty percent (80%)

HUD 2020 Income Limits	Persons In Family							
	1	2	3	4	5	6	7	8
30% AMI	\$15,050	\$17,240	\$21,720	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120
50% AMI	\$25,100	\$28,650	\$32,250	\$35,800	\$38,700	\$41,550	\$44,400	\$47,300
80% AMI	\$40,150	\$45,850	\$51,600	\$57,300	\$61,900	\$66,500	\$71,100	\$75,650

of the income limit as set forth by the United States Department of Housing and Urban Development under its Income Limits Documentation System, as such limits existed on January 1, 2020, for the county in which the units are located and for a particular household size;

- **Cost Burdened Households** are those that pay more than 30% of their income for housing expenses.
- **Cottage Cluster** means a grouping of no fewer than four (4) detached housing units per acre with a footprint of less than nine hundred (900) square feet each and that includes a common courtyard;
- **Density Bonus** means a density increase over the otherwise maximum allowable residential density under a city's zoning codes, ordinances, and regulations;
- **Middle Housing** means:
 - a. Duplexes
 - b. Triplexes
 - c. Quadplexes
 - d. Cottage clusters
 - e. Townhouses
- **Townhouse** means a dwelling unit constructed in a row of two or more attached units where each dwelling unit is located on an individual lot or parcel and shares at least one common wall with an adjacent unit; and
- **Workforce Housing** means:
 - a. Housing that meets the needs of working families;
 - b. Owner-occupied housing units that have an after-construction appraised value of at least one hundred twenty-five thousand dollars but not more than two hundred seventy-five thousand dollars to construct;
 - c. Owner-occupied housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value;
 - d. Upper-story housing for occupation by a homeowner;
 - e. Housing that does not receive federal or state low-income housing tax credits, community development block grants, HOME funds or funds from the Affordable Housing Trust Fund.



STAKEHOLDER ENGAGEMENT



Understanding how the public, developers and other stakeholders perceive the challenges and needs of Grand Island's housing market is a key component in developing achievable goals and strategies that are embraced by the community and lead to successful outcomes.

During the initial development of the Affordable Housing Action Plan, two weeks of stakeholder interviews were conducted, which included housing developers, builders, local officials, Realtors, property investors and residents. This plan will be updated as the city's comprehensive plan is developed and additional stakeholder input is gathered.

The general themes and comments from the initial engagement process are summarized below.

FINDING QUALITY, AFFORDABLE HOUSING IS CHALLENGING AND AFFECTS QUALITY OF LIFE

- The housing market in Grand Island is considered tight, which means there are very few vacancies which can accelerate sales or rental costs beyond normal inflationary rates.
- Many developers and builders indicated the costs to construct housing (materials, labor, etc.) make building affordable housing a challenge without public subsidies.
- Young adults are concerned they will never be able to afford to purchase a home.

A VARIETY OF HOUSING TYPES ARE NEEDED

- Stakeholders felt there is strong demand for higher-density and "missing middle" housing in Grand Island;
- There is strong demand across the entire housing spectrum including rental and ownership.
- Accessible housing is a challenge to find, and assisting those residents wanting to age in place should be a priority.

ACTIVE MARKET ENGAGEMENT IS CRITICAL TO SOLVE THE HOUSING CHALLENGES

- Developers felt most housing projects are not feasible without public financing such as TIF.
- As interest rates rise, single-family production may stall due to increased borrowing costs and lessening affordability; allowing builders to respond with alternative housing types such as townhomes, duplex, and triplex products will be necessary over the next 5 to 10 years.
- Stakeholders indicated some surrounding communities are actively acquiring land and building housing to support Grand Island's workforce, which results in the city losing residents to those communities.
- Stakeholders felt Grand Island should be more proactive and less reactive in supporting housing construction.

HOUSING IS AN ECONOMIC DEVELOPMENT AND WORKFORCE ISSUE

- Housing is a major issue affecting talent recruitment and the ability of firms to expand.
- Businesses leaders expressed concern about future workforce availability, and housing shortages may cause some businesses to relocate.

DEVELOPING HOUSING IN GRAND ISLAND CAN BE A CHALLENGE

- Stakeholders are concerned about the lack of land for sale, or the high costs of such land.
- Participants encouraged Grand Island to proactively acquire land for development, which other communities have done to facilitate housing development.
- Excessive public infrastructure and development requirements, such as overly wide streets, add to the cost of housing.
- Some felt that Grand Island puts up small road blocks to development or other activities.
- Participants felt the local lending environment in Grand Island can be challenging, especially working with local lenders.

HOUSING CONDITIONS



This section examines the existing and projected housing market conditions for Grand Island, with a focus on affordable and missing middle housing, at risk households and how Grand Island compares to the larger State of Nebraska.

Data used in this study comes from a variety of sources including the U.S. Census Bureau, U.S. Department of Housing and Urban Development, Hall County Assessor, third-party vendors, and qualitative data from focus group participants.

Ultimately the demand analysis is based on several factors, including:

- Estimated vacancy rates
- Projected population and household change from third-party providers.
- Current structural conditions (structures needing to be replaced or improved)
- Estimated pent up demand

POPULATION AND HOUSEHOLD TRENDS

Overall, Grand Island has seen robust growth over the past two decades, both in population and households. As table 3.1 illustrates, Grand Island grew 13% between 2000 and 2010 and 9.5% between 2010 and 2020.

The ESRI current estimate and five-year projection anticipate a 1.2% increase in population and 1.1% increase in households between 2020 and 2022, and a slight decrease over the next five years.

While these projections anticipate a growth rate significantly less than historical averages, we do not anticipate Grand Island losing population based on current building permit activity. However, significant changes to the economic base of Grand Island and the Tri-Cities over the next five years will likely have an impact on the

population and household growth, and ultimately housing demand.

Current Vacancy Rates

A housing market is considered healthy when the effective vacancy rates are between 5% to 7%. This ensures an adequate product for new housing moving into a community and for existing residents to move into housing that better supports their household needs. A constrained housing market leads to price escalation, potential difficulties in attracting workers to a region, exasperating a tight labor market and hampering economic growth. The lack of available housing may also cause frustration from existing residents who may not find the desired product for their current lifestyle and may choose to leave the community in search of housing that fits their needs.

Conversely, a housing market with high vacancy rates can be problematic for a community. High vacancy rates may place downward pressure on for-sale and rental housing. While lower-cost housing is advantageous for renters and home buyers, it can result in less operating income for rental housing and less ability to borrow against a home's equity, leading to deferred maintenance and improvements.

The 2020 ACS estimates Grand Island's overall vacancy rate is 5.6%. However, the effective vacancy rate is 1.5%. The effective vacancy rate

excludes non-full-time housing units such as seasonal units, migrant housing and "other vacant units." The estimated for-sale vacancy rate is 0.98%, and the estimated rental vacancy rate is 2.37%. As a comparison, the Q3 2022 average for-sale vacancy rate was 0.9% and the rental vacancy rate for the Midwest states was 7.1%.

HOUSING AGE AND CONDITION

While the housing stock in Grand Island continues to age, the share of older units is less than the state overall. However, as each year passes the housing stock ages, and if new units are not placed in service or existing units are not maintained or renovated, neighborhoods can deteriorate, leading to disinvestment and dissatisfaction.

As Table 2 illustrates, the number of housing units by year of construction. Over half of the structures constructed in Grand Island were built before 1973, which is similar to the overall state. Just under 15% of the housing in Grand Island has been constructed in the past two decades.

Despite an aging housing stock, Grand Island housing appears to be well maintained. As Table 4 illustrates, approximately 8.1% of the residential structures are considered below average by data provided by the Hall County Assessor's Office. However, this accounts for over 1,200 structures throughout the city. If properties are allowed to fail into disrepair either because the owner does

Table 1. Grand Island Population and Households

	Population	% Change	Households	% Change
2000	42,940		16,426	
2010	48,520	13.0%	18,326	11.6%
2020	53,131	9.5%	19,981	9.0%
2022*	53,772	1.2%	20,209	1.1%
2027*	53,608	-0.3%	20,126	-0.4%

Source: U.S. Census, *ESRI estimates

Table 2. Number of Units by Year Built

	Grand Island		State of Nebraska	
	Units	Share	Units	Share
2014 or later	815	3.9%	30,647	3.6%
2010 to 2013	557	2.7%	24,500	2.9%
2000 to 2009	1,707	8.2%	93,559	11.1%
1990 to 1999	2,400	11.6%	98,093	11.6%
1980 to 1989	2,240	10.8%	79,705	9.4%
1970 to 1979	3,549	17.1%	133,254	15.8%
1960 to 1969	2,663	12.8%	93,881	11.1%
1950 to 1959	2,456	11.8%	80,073	9.5%
1940 to 1949	1,205	5.8%	40,750	4.8%
1939 or earlier	3,166	15.3%	169,786	20.1%
Total	20,758		844,248	
Median Year Built	1973		1973	

Source: 2020 ACS

not have the resources to maintain the structure or simply through neglect, properties can become highly dilapidated. At some point, if there is no intervention, it may cost more to rehabilitate the structure than is economically feasible and in many of those cases, these properties become abandoned.

In addition to a variety of housing types, the diversity of bedrooms is equally important to ensure the housing stock is appropriate for the size of a community's families and households. The mix of bedroom diversity in Grand Island is similar to the state overall as illustrated in Table 3.

HOUSING TYPE

A diverse variety of housing types within a community enables residents to more easily find housing that fits the current needs of their household. Grand Island has a more diverse housing stock compared to the overall State of Nebraska. As Table 5 illustrates, 63% of Grand Island's housing are single-family detached units, compared to 72% in the overall state.

"Missing middle" units are also better represented in Grand Island compared to the overall state. Approximately 15% of Grand Island's housing meets the definition of Missing Middle Housing, compared to just under 9% within the entire state.

Table 3. Number of Bedrooms

Bedrooms	Grand Island		Nebraska	
	Units	Share	Units	Share
0	595	2.9%	15,807	1.9%
1	2,498	12.0%	91,084	10.8%
2	5,957	28.7%	217,701	25.8%
3	7,100	34.2%	306,601	36.3%
4	3,165	15.2%	158,682	18.8%
5 +	1,443	7.0%	54,373	6.4%
Total:	20,758		844,248	

Table 4. Residential Condition by Year Built

Residential Condition	1862-1881	1882-1901	1902-1921	1922-1941	1942-1961	1962-1981	1982-2001	2002-2022	Total Structures	% Of Total
Low		18	37	24	18	15	2	4	118	0.8%
Fair	4	69	217	148	135	496	64	4	1137	7.3%
Average	28	319	1321	1239	2324	3569	1323	1718	11841	76.4%
Good	3	43	202	201	254	474	481	516	2174	14.0%
Very Good		4	43	27	32	44	27	7	184	1.2%
Excellent		1	10	6	4	11	2	1	35	0.2%
Total Structures	35	454	1830	1645	2767	4609	1899	2250	15489	
% Of Total	0.2%	2.9%	11.8%	10.6%	17.9%	29.8%	12.3%	14.5%		

Source: Hall County Assessor's Office

Table 5. Existing Housing Type

	Grand Island		State of Nebraska	
	Units	Share	Units	Share
Single-family, detached	13,096	63.1%	609,852	72.2%
Single-family, attached	1,319	6.4%	34,375	4.1%
Duplex	798	3.8%	16,877	2.0%
Tri- or Quadplex	1,513	7.3%	21,888	2.6%
5 to 9	854	4.1%	34,026	4.0%
10 to 19	777	3.7%	38,639	4.6%
20 to 49	410	2.0%	32,763	3.9%
50 or more	1,073	5.2%	28,070	3.3%
Mobile home	918	4.4%	27,504	3.3%
Boat, RV, van, etc.	0	0.0%	254	0.0%
Total	20,758		844,248	

Source: 2020 ACS

COST BURDEN AND AT-RISK HOUSEHOLDS

Other key factors to examine are those households at risk of entering into a housing crisis, becoming homeless, or due to income constraints not able to maintain their housing. The 2020 ACS poverty rate estimate for Grand Island (11.8%) is slightly higher than the overall poverty rate in Nebraska (10.8%). Those households tend to be the highest risk for homelessness because they are living on the financial edge and may have issues of income, food and housing insecurity.

Table 6 illustrates the number of Grand Island residents that may be at risk or have challenges finding appropriate housing. An estimated 5, 246 households (26.7%) in Grand Island contain at least one member with a disability. The disability may be mobility, sensory or cognitive.

As the population ages, the number of households with a person having a disability will likely continue to grow. There will likely be increased demand for additional in-home care and there will be a need to construct or renovate existing housing to be fully accessible or visitable.

A visitable home is one that can be lived in or visited by people who have trouble with steps

- or who use wheelchairs or walkers. A house is considered visitable when it meets three basic requirements:
1. One zero-step entrance
 2. Doors with 32 inches of clear passage space
 3. One bathroom on the main floor accessible by wheelchair.

Efforts should be made to ensure new home construction and publicly funded renovation programs work toward increasing the number of visitable homes in Grand Island. The additional cost to make these improvements is small, but will pay large dividends by extending the time a person can age in place and allow mobility-challenged individuals to visit friends and family.

The U.S. Department of Housing and Urban Development defines cost burdened households as those spending more than 30% of their household income on housing costs. Severely cost burdened households are those spending 50% or more of their household income on housing costs. Housing costs include mortgage or rent, and utilities.

As Table 7 illustrates, over 13.5% of Grand Island's households are cost burdened and an estimated 10.6% are severely cost burdened.

Table 6. At Risk Households

	Grand Island	Share
2020 Households Below the Poverty Level	2,313	11.8%
2020 Households with 1+ Persons with a Disability	5,246	26.7%
2020 Population with a Disability	6,461	12.8%
Hearing Difficulty	2,044	4.0%
Vision Difficulty	1,236	2.4%
Cognitive Difficulty	2,603	5.6%
Ambulatory Difficulty	2,982	6.4%
Self-Care Difficulty	1,180	2.5%
Independent Living Difficulty	1,967	5.4%
Source: Census		

Table 7. Cost Burdened Households

Cost Burden	Owner Occupied	%	Renter Occupied	%	Total	%
Greater than 30% but less than or equal to 50%	1,050	9.2%	1,550	19.5%	2,600	13.5%
Greater than 50%	480	4.2%	1,560	19.6%	2,040	10.6%
Not Cost Burdened	9,735	86.0%	4,720	59.5%	14,455	75.1%
No Income	45	0.0%	105	1.3%	150	0.8%
Grand Total	11,310	100.0%	7,935	100.0%	19,245	100.0%

Source: 2015-2019 Comprehensive Housing Affordability Strategy (CHAS)

AFFORDABLE RENTAL HOUSING

Communities can have a mismatch, or gap, between the number of units with affordable rents, versus the number of households who can afford those rents without becoming cost burdened. Table 8 estimates the number of renter households living in units that are affordable to their respective household income cohort, compared to the number of units available which are affordable for that household.

The columns are the estimated number of rental units affordable to Grand Island households by income range. For example, there are an estimated 994 rental units that are affordable to households earning less than 30% AMI.

The rows estimate the number of rental households within each income range. For example, there are an estimated 1,794 renter households who earn less than 30% AMI.

Of those households, 570 live in units that have rents affordable to those earning less than 30% AMI, 875 live in housing with rents affordable to households making between 30% and 50% AMI, 334 live in housing affordable to households making between 50% and 80% AMI, and 15 live in rental housing affordable to households making between 80% and to 100% AMI.

Taken as a whole, Table 8 illustrates there is a likely a need for approximately 800 units (1,794

Table 8. Affordable Rental Units by Household Income

Household Income	Occupied Units With Affordable Rents				
	Less than 30% AMI	30% AMI to 50% AMI	50% to 80% AMI	80% to 100% AMI	Total
Less than 30% AMI	570	875	334	15	1,794
30% AMI to 50% AMI	215	835	420	65	1,535
50% to 80% AMI	70	1,000	865	35	1,970
80% to 100% AMI	29	440	315	20	804
Greater than 100% AMI	110	775	820	115	1,820
Grand Total	994	3,925	2,754	250	7,923

Source: 2015-2019 Comprehensive Housing Affordability Strategy (CHAS)

- 994) with rents affordable for those who earn less than 30% AMI. Interestingly, an estimated 110 households earning more than 100% AMI are living in units affordable to those earning less than 30% AMI. There is likely demand for step-up rental housing, which could open up lower cost units for low- and moderate-income residents.

AFFORDABLE OWNERSHIP HOUSING

Similarly to renters, homeowners may be living in homes above or below what they can afford for their household income. Table 9 estimates the number of homeowners living in homes whose prices are affordable to their respective household income cohort.

As the table illustrates, an estimated 4,824 homeowners live in homes estimated to be

affordable to households earning less than 50% AMI. Approximately 1,905 of those owners earn more than 100% AMI, or well under what they might be able to afford.

The table also indicates there is likely demand for existing homeowners looking for "step-up" housing that is newer, and with more modern amenities. There are 6,484 households earning more than 100% AMI, and most are living in homes with estimated values that are significantly lower than they can afford.

Table 9. Affordable Ownership Units by Household Income

Household Ranges	Occupied Units With Affordable Prices				
	Less than 50% AMI	50% to 80% AMI	80% to 100% AMI	Greater than 100% AMI	Total
Less than 30% AMI	410	170	25	35	640
30% AMI to 50% AMI	500	230	35	30	795
50% to 80% AMI	1190	720	65	49	2,024
80% to 100% AMI	819	415	90	45	1,369
Greater than 100% AMI	1,905	3,095	704	780	6,484
Total	4,824	4,630	919	939	11,312

Source: 2015-2019 Comprehensive Housing Affordability Strategy (CHAS)

EMPLOYMENT AND JOBS

The regional economy has a direct effect on the housing market. Job growth without the corresponding increase in housing units can create upward pressures on the housing market, leading to price inflation and dissatisfaction with the perceived value of neighborhoods. Existing homeowners during these periods of price escalation may see the upward movements of prices as a great return on their investment, while renters may see the opportunities for home ownership out of reach.

In addition, potential new residents may see high housing costs as a reason to look to other communities for employment. Conversely, if there is an economic downturn and a corresponding loss of jobs within the community, there may be downward pressures on the housing market pushing values lower because the demand has lessened. Homeowners may see this as a loss in their equity, while renter households may see this as an opportunity to move into homeownership because they were previously priced out.

Employment and jobs data for this study are derived from the Census Bureau's Local Employment Dynamics (LED) Partnership program. The LED program integrates existing data from state-supplied administrative records on workers and employers with existing censuses, surveys and other administrative records. This data provides insights into where residents within a community work, their earnings, basic demographics and industry sectors. The LED program also provides data on the types of jobs within a community and the characteristics of commuters who fill those jobs.

According to the 2019 LED data, there were 30,423 jobs in Grand Island, which has remained steady over the past decade. Between 2010 and 2019, there was a slight overall job growth of 0.6%. See Table 11 on the next page.

The top five sectors with the largest growth in jobs between 2010 and 2019 included:

- Administration and Support (432)
- Accommodation and Food Service (354)
- Educational Services (197)
- Manufacturing (189)
- Transportation and Warehousing (187)

The top five sectors with the largest loss in jobs between 2010 and 2019 included:

- Retail Trade (-433)
- Healthcare and Social Assistance (-395)
- Wholesale Trade (-376)
- Other Services (-136)
- Public Administration (-132)

Despite the slight job growth in Grand Island, the number of employed residents has grown by over 12% during that same period. In 2010, there were an estimated 22,242 employed residents, compared to 25,198 in 2019. Table 10 illustrates the top five Grand Island resident employment sectors.

Table 10. Top Five Resident Employment Sectors

	Jobs	Share
Manufacturing	6,014	23.9%
Health Care and Social Assistance	3,175	12.6%
Retail Trade	2,850	11.3%
Accommodation and Food Services	2,134	8.5%
Educational Services	2,023	8.0%

Source: U.S. Census 2019 LED Program

Table 11. Jobs by Industry Sector

	2019		2015		2010		Change 2010-2019	
	Count	Share	Count	Share	Count	Share	Count	%
Agriculture, Forestry, Fishing and Hunting	47	0.2%	41	0.1%	11	0.0%	36	327.3%
Mining, Quarrying, and Oil and Gas Extraction	0	0.0%	6	0.0%	7	0.0%	-7	-100.0%
Utilities	82	0.3%	90	0.3%	115	0.4%	-33	-28.7%
Construction	1,295	4.3%	1,329	4.3%	1,284	4.2%	11	0.9%
Manufacturing	6,299	20.7%	6,004	19.4%	6,110	20.2%	189	3.1%
Wholesale Trade	1,067	3.5%	1,226	4.0%	1,443	4.8%	-376	-26.1%
Retail Trade	3,898	12.8%	4,423	14.3%	4,331	14.3%	-433	-10.0%
Transportation and Warehousing	1,384	4.5%	1,266	4.1%	1,197	4.0%	187	15.6%
Information	218	0.7%	284	0.9%	313	1.0%	-95	-30.4%
Finance and Insurance	1,227	4.0%	1,069	3.4%	1,226	4.1%	1	0.1%
Real Estate and Rental and Leasing	335	1.1%	351	1.1%	291	1.0%	44	15.1%
Professional, Scientific, and Technical Services	761	2.5%	722	2.3%	750	2.5%	11	1.5%
Management of Companies and Enterprises	459	1.5%	527	1.7%	314	1.0%	145	46.2%
Administration & Support, Waste Management and Remediation	1,609	5.3%	1,655	5.3%	1,177	3.9%	432	36.7%
Educational Services	2,530	8.3%	2,331	7.5%	2,333	7.7%	197	8.4%
Health Care and Social Assistance	4,004	13.2%	4,574	14.8%	4,399	14.5%	-395	-9.0%
Arts, Entertainment, and Recreation	572	1.9%	487	1.6%	403	1.3%	169	41.9%
Accommodation and Food Services	2,689	8.8%	2,611	8.4%	2,335	7.7%	354	15.2%
Other Services (excluding Public Administration)	840	2.8%	964	3.1%	976	3.2%	-136	-13.9%
Public Administration	1,107	3.6%	1,050	3.4%	1,239	4.1%	-132	-10.7%
Total	30,423		31,010		30,254		169	0.6%

Source: U.S. Census 2019 LED Program



HOUSING MARKET ASSESSMENT



The demand for additional housing in Grand Island is significant, and the need exists for both new ownership and rental housing units. The addition of new housing can be completed through new construction, or the substantial rehabilitation of units not currently on the market.

The current estimated rental vacancy rate is 2.37% and the estimated ownership vacancy rate is 0.98%. The effective vacancy rate is approximately 1.54%. The effective vacancy rate is a measure of the actual number of vacant properties that are available for sale or rent. A healthy housing market should have an effective vacancy rate of between 5% and 7%. Below, we discuss the potential housing demand and production needs to achieve an effective vacancy rate between 5% and 7%.

GRAND ISLAND DEMAND ANALYSIS

The housing demand for Grand Island is determined by a four major elements: Current needs, projected household change, pent up demand, and commuter capture.

- 1. Current Needs** are the net number of housing units needed to bring the housing market into a healthy vacancy rate. It is the difference between units needed and existing units that are for-sale or for rent.
- 2. Projected Household Change** is the forecasted change in the number of households in Grand Island. The five-year projection indicates a small decrease in housing units are expected.

3. **Commuter Capture** is the potential demand from those commuting into Grand Island for work.
4. **Pent-Up Demand** is demand that exists within existing households whose housing situation is less than ideal. Pent-up demand is comprised of three main sources: those who are living in substandard conditions (overcrowding, poor condition, etc.), cost-burdened households looking for a more affordable housing alternative, and lastly those households who may be looking to "move up" to a more expensive home.
5. **Pipeline Projects** are housing projects that are currently underway or in the final planning stages and likely to move forward in the next 12 - 18 months.

As Table 12 illustrates, over the next five years Grand Island's population is expected to remain relatively flat and may decrease to 53,608 persons, within 21,603 households. This is a relatively flat growth prediction when the margin of error is considered and the population may in fact increase slightly.

Based on the current low homeownership and rental vacancy rates, and historic absorption rates of new housing units, this population projection is likely low, and Grand Island will increase in both households and population.

While the number of households is projected to decline, the number of vacant units is projected to increase. A rehabilitation incentive program should be an element of the housing strategy to decrease the growing number of vacant structures.

Table 14 illustrates current and projected estimated households by income range. The first two columns are the 2020 HUD Area Median Income ranges and associated incomes. In 2020, 21% of the households earn less than 30% AMI, and 41% earn more than 100% AMI. As the table indicates, much of the household growth will occur in households earning over 100% AMI. However, this can change based on inflationary pressures and changes in wages throughout the area.

Table 12. Current and Projected Housing Units by Tenure

	2020 Census		2022 Estimate		2027 Projection		2022 -2027
	Number	%	Number	%	Number	%	% Change
Population	53,131		53,772		53,608		-0.3%
Total Housing Units	20,758	100.0%	21,364	100.0%	21,603	100.0%	1.1%
Occupied Units	19,601	94.4%	20,209	94.6%	20,126	93.2%	-0.4%
Owner	11,528	58.8%	12,027	59.5%	12,167	60.5%	1.2%
Renter	8,073	41.2%	8,182	40.5%	7,959	39.5%	-2.8%
Vacant Units	1,157	5.6%	1,155	5.4%	1,477	6.8%	21.8%

Source: ESRI, Census

Table 13. Current Housing Needs

	Current Rates	Current Needs			Current Demand		
		Low vacancy	Average Vacancy	High Vacancy	Low vacancy	Average Vacancy	High Vacancy
Rental Vacancy Rate	2.37%	6%	8%	10%	6%	8%	10%
Ownership Vacancy Rate	0.98%	1.0%	1.5%	2%	1.0%	1.5%	2%
Effective Vacancy Rate	1.54%						
For Sale Units	118	120	180	241	2	62	122
Rental Units	194	491	655	818	297	461	624
Total Available Units	312	611	835	1059	299	523	747
Effective Vacancy Rate		3%	4%	5%			

Source: ESRI, CPI

Table 13 illustrates the current needs and demand based on existing vacancy rates in Grand Island. The rental housing vacancy rate is estimated to be 2.37% and the estimated homeowner vacancy rate is 0.98%.

Based on these rates, at any given time, there are approximately 118 for-sale units and 194 for-rent units available. The Current Needs columns illustrate the number of needed for sale or rental

units to satisfy the current needs by vacancy rate. In other words, it's the number of units that should currently be available in a healthy housing market.

The Current Demand columns illustrate the potential demand, which is calculated as (current needs - current supply). A positive number indicates demand for net new units, and negative number indicates a housing surplus. These needs are based on current vacancy rates.

Table 14. Median Income by Household

		Households				
Area Median Income Range		2020		2027		Change
0% - 30%	Less than \$26,200	4175	21%	3635	18%	-540
31% - 50%	\$26,201 - \$35,800	1720	9%	953	5%	-767
51% - 80%	\$35,801 - \$57,300	4089	21%	3339	17%	-750
81% - 100%	\$57,301 - \$66,300	1471	8%	1403	7%	-68
101% - 150%	\$66,301 - \$99,450	3982	20%	4993	25%	1011
Greater than 150%	Greater than \$99,541	4164	21%	5623	28%	1459
	Total Households	19,601		19,946		345

Source: ESRI, CPI

Potential Housing Demand

There is very high demand for new housing units in Grand Island. Table 15 illustrates the estimated potential housing demand generated through current needs, pent up demand, and potential commuter capture.

There is an estimated potential demand for between 1,720 and 2,073 new housing units. Most of this demand is for rental housing, and it is important to note that a significant amount of demand is driven by the ability to attract existing commuters to Grand Island.

The demand for additional housing over the next five years is not anticipated to grow much more than the current demand, as illustrated in Table 16.

The ESRI population and household projections indicate relatively flat growth, thus the five-year housing demand projections are nearly identical to the current needs. These population projects are likely low given the current vacancy rates and historic growth. Additionally, a positive change in the employment base should induce housing demand above the current projections.

Table 15. Current Housing Demand

	Current Demand		
Effective Ownership Vacancy Rate	1.0%	1.5%	2%
New For Sale Units	2	62	122
10% Substandard Ownership Units	27	27	27
5% COMMUTER CAPTURE	437	437	437
"STEP UP" DEMAND	95	95	95
PIPELINE PROJECTS	140	140	140
Potential Ownership Demand	421	386	446
Effective Rental Vacancy Rate	6%	8%	10%
New Rental Units	297	461	624
15% Cost Burdened Renters	419	419	419
10% Substandard Rental Units	64	64	64
10% Commuter Capture	874	874	874
Pipeline Projects	354	354	354
Potential Rental Demand	1,299	1,463	1,626
Total Potential Demand	1,720	1,849	2,073

Source: CPI

Table 16. Future Demand - 2027

	2027 Demand		
Effective Ownership Vacancy Rate	1.5%	2.0%	2.5%
New For Sale Units	4	64	125
10% Substandard Ownership Units	27	27	27
5% COMMUTER CAPTURE	437	437	437
"STEP UP" DEMAND	95	95	95
PIPELINE PROJECTS	140	140	140
Potential Ownership Demand	423	484	544
Effective Rental Vacancy Rate	6%	8%	10%
New Rental Units	284	443	602
15% Cost Burdened Renters	419	419	419
10% Substandard Rental Units	95	95	95
10% Commuter Capture	874	874	874
Pipeline Projects	354	354	354
Potential Rental Demand	1,318	1,477	1,636
Total Potential Demand	1,740	1,960	2,180

Source: CPI

Workforce Housing Needs

The previous section discussed the overall housing demand presently and in 2027. This section examines the portion of the demand focused on workforce and affordable housing.

Workforce housing demand is similar to the overall housing demand, but accounts for households in certain income ranges. Pent-up demand is limited to those households earning over 80% AMI. Commuter capture is limited to those workers earning more than \$3,333/month for owner occupied demand, and more than \$1,251/month for rental housing demand.

Table 17 and Table 18 illustrate the potential workforce housing demand. Table 17 is the current demand; while, Table 18 is the anticipated demand in 2027.

The current potential workforce housing demand, ranges from 715 total units to 1,163 total units. These numbers account for between 41.5% to 75.6%% of the total housing demand in Grand Island.

There are currently 202 housing units within two pipeline projects that meet the definition of workforce housing. There is great demand in the rental side of the housing market.

By 2027, the estimated workforce housing demand remains unchanged. The potential housing demand is heavily influenced by the lack of existing rental units and the number of commuters working in Grand Island.

Affordable Housing Needs

Affordable housing means residential dwelling units affordable to a household earning not more than eighty percent (80%) of the Area Median Income (AMI). In 2020, there were approximately 9,984 households who met this definition.

As discussed in the previous section, there are a significant number of cost burdened households, particularly rental households, and there is a lack of rental housing affordable to those make less than 30% AMI.

There are approximately 5,299 renter households earning 80% AMI or less, and there are approximately 7,673 rental units that are meet the definition of affordable housing. While there are technically enough affordable units compared to overall households, an estimated 1,794 extremely low-income households are living in non-affordable units.

The affordable rental housing gap is approximately 800 rental units targeted to those who earn less than 30% AMI. If additional affordable, or "step-up" units were developed, this may free up existing affordable units

Within the ownership market, there are approximately 3,459 homeowner households earning at or below 80% AMI. According to HUD estimates, within Grand Island, there are approximately 9,454 occupied ownership units that are considered "affordable".

While technically there is no affordable housing "gap" in the ownership market, many focus group participants raised concerns about ongoing affordability due to high property taxes, and concerns about being able to age in place due to a lack of ADA accessible housing.

Given that nearly a quarter of Grand Island's households have at least one person with a disability, efforts should be made to encourage accessible or visitable housing in all future developments, particularly those that receive public assistance.

Table 17. Current Workforce Housing Demand

Effective Ownership Vacancy Rate	Net Demand		
	1.0%	1.5%	2%
New For Sale Units	2	62	122
10% Substandard Ownership Units (80% AMI)	9	9	9
5% COMMUTER CAPTURE (earning \$3,333+ / month)	193	193	193
"Step Up" Demand	95	95	95
Pipeline Projects	202	202	202
Total Ownership Demand	96	156	216
Effective Rental Vacancy Rate	6%	8%	10%
New Rental Units	297	461	624
15% Cost Burdened Renters	8	8	8
10% Substandard Rental Units	12	12	12
10% Commuter Capture (earning \$1,251+ / month)	302	302	302
Pipeline Projects	0	0	0
Total Rental Demand	619	782	946
Total Potential Demand	715	939	1,163

Source: CPI

Table 18. Future Workforce Housing Demand

Effective Ownership Vacancy Rate	Net Demand (2027)		
	1.0%	1.5%	2%
New For Sale Units	4	64	125
10% Substandard Ownership Units (80% AMI)	9	9	9
5% COMMUTER CAPTURE (\$3,333+ / month)	193	193	193
"Step Up" Demand	95	95	95
Pipeline Projects	202	202	202
Total Ownership Demand	98	158	219
Effective Rental Vacancy Rate	6%	8%	10%
New Rental Units	284	443	602
15% Cost Burdened Renters	8	8	8
10% Substandard Rental Units	12	12	12
10% Commuter Capture (\$1,251+ / month)	302	302	302
Pipeline Projects	0	0	0
Total Rental Demand	605	765	924
Total Potential Demand	703	923	1,143

Source: CPI

HOUSING CHALLENGES, GOALS AND STRATEGIES



HOUSING CHALLENGES

The housing challenges faced in Grand Island are not unique, and are found in one form or another across the Midwest and throughout the country. Housing production has not kept up with demand and most markets tight which affects economic development, community prosperity and financial security for millions of residents.

Through analysis and focus group discussions, the biggest housing challenges within Grand Island include:

- High cost burden for renter households
- Difficulty finding available housing
- Lack of housing type variety
- High development costs

The first two issues have been thoroughly discussed in previous chapters. Zoning and other building and development regulations can play a part in the perception or reality that housing is too costly to construct and there is little housing diversity.

Table 19 illustrates the major districts which support residential zoning and the percent of acreage that district represents. Under the current zoning code, technically, "missing middle" housing can be constructed in any residential district because the code requirements are based on density, not housing type. However, in practical terms building missing middle housing in the R-1 and R-2 Districts, which is 35% of the residentially zoned land, is not cost effective. To build a duplex or triplex in the R-1 district would require nearly

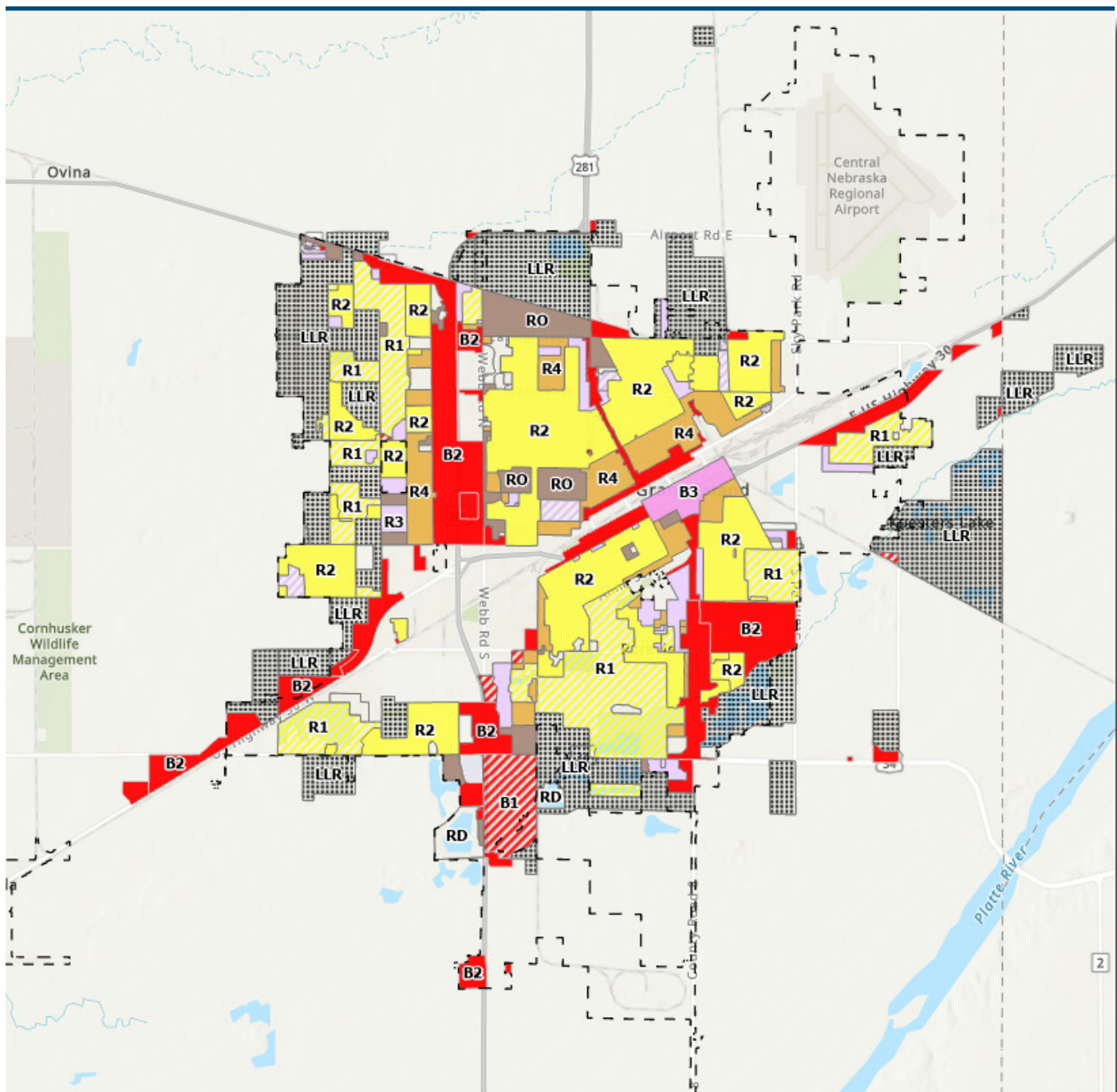


Table 19. Residential Zoned Land

District	Acres	Share	District	Acres	Share
LLR - Large Lot Residential	4379.3	29%	RO - Residential Office	620.0	4%
R-1 - Suburban Residential	2087.7	14%	RD - Residential Development Zone	444.2	3%
R-2 - Low Density Residential	3197.1	21%	B1 - Light Business Zone	351.3	2%
R-3 - Medium Density Residential	504.8	3%	B2 - General Business Zone	2427.1	16%
R-3SL Medium Density Small Lot Residential	144.8	1%	B3 - Heavy Business Zone	152.2	1%
R-4 High Density Residential	981.6	6%			
Source: Grand Island / CPI					

a 1/2 acre or 2/3 acre respectively. To build a double or triplex in the R-2 district, near where many of the schools are located, would require nearly a 1/3 acre or 1/2 acre respectively. It would take nearly 1 acre of land to build a duplex and 1.5 acres for a triplex in the LLR district.

HOUSING GOALS AND STRATEGIES

The housing challenges Grand Island faces are not new and have taken decades to manifest themselves. The strategies outlined in this study should be re-evaluated on a regular basis to ensure resident needs are being met and the implementation of this plan is being carried out by all stakeholders in the development arena.

It should also be noted that economic cycles will play an impact in the housing market, and those cycles are often out of the control of local leaders and housing advocates and developers. .

The goals of the strategy recommendations are to facilitate the transition to a balanced housing market that supports the needs of Grand Island's households at all stages of their lives.

Goal #1: Increase the number and types of housing units to meet the needs of Grand Island's current and future residents.

Outcomes:

- **Residents have access to a variety of housing options:**
 - Missing Middle housing will account for 20% of the housing types, up from 17.5% today.
- **Working households have access to housing that meets their budget**
 - 20% of new housing construction meets the definition of "Workforce housing".
- **Vacancy rates will reflect a healthy housing market**
 - Homeownership vacancy rates will be between 1.0% and 1.5%, up from 0.98% today.

- Rental vacancy rates will be between 6% and 8%, up from 2.37% today.

Strategies:

1. **Prioritize public funding for projects that incorporate affordable, missing middle and/or workforce housing.**
 - 1.1 - Consider performance requirements as a condition for TIF approval such as a minimum set-aside requirement for affordable or workforce housing units.
 - 1.2 - Incorporate missing middle housing in a portion of Rural Workforce Housing Fund applications.
 - 1.3 - Waive building permit and tap fees for affordable housing projects which are restricted to those earning less than 80% AMI.
2. **Explore creating a Community Land Trust**
 - 2.1 - Community Land Trusts are designed to ensure the long-term affordability of housing within a particular development. A community land trust is a development where the underlaying land is owned, typically, by a trust or community non-profit whose mission is to create affordable housing. The home buyer owns the improvement and is usually granted a long-term lease that is at least the term of the mortgage or 99 years. The key distinction is there is a deed restriction or restrictive covenant running with the land, thus, ensuring affordability by limiting the income of the subsequent home buyers, thus ensuring long-term affordability.

The Land Trust is established to enforce the restrictions, which are civil matters and not under the jurisdiction of the City or County. In lieu of establishing a single-purpose entity for administration of the trust, that function could be carried out by a local Community Development Corporation.
3. **Explore Shared Risk Loan Pools for higher-risk workforce and affordable housing projects**

Many communities have recently funded targeted shared-risk loan pools that are used to spread the risk in emerging markets. The

concept revolves around a loan fund that is seeded through contributions by local banks, businesses, or federal programs such as the Community Development Financial Institutions Fund (CDFI Fund).

Shared risk pools are designed to invest in all types of housing, not just single-family for-sale housing. The loan fund can invest in various housing projects as determined by a governing board. The investment capital would be structured as patient capital that is in a subordinate position to the primary debt. **This is not a grant.** The purpose of the investment is to lower the amount of primary debt the project needs to service, thus making the project more financially feasible. When a project is refinanced, in the future, the fund would recoup its investment. Alternatively, the fund could be the primary lender and each investor in the fund would only risk a pro-rata share of the investment.

4. [Revise zoning regulations to encourage housing variety and affordability.](#)

While the zoning code does not prohibit missing middle housing in the most widely zoned districts, the minimum density requirements are uneconomical.

Grand Island should explore encouraging affordable or missing middle housing by amending the code to:

1. Conditionally permit missing middle housing (townhouse, duplex, triplex) under certain conditions such as:
 - Infill lots in the R-1 and R-2 districts
 - When within 1/2 to 1-mile of an existing elementary or middle school
2. Reduce parking requirements for units with 2 or fewer bedrooms to 1 space per unit.

[Goal #2: Improve and preserve existing affordable housing.](#)

Outcomes:

- **Existing affordable housing will remain**

affordable for the most vulnerable residents.

- **The overall quality of housing in Grand Island will improve**

Strategies:

1. [Target redevelopment strategies toward vacant and abandoned properties.](#)

The 2020 ACS indicates that of the 1,157 vacant units, 531 (45.8%) are "vacant-other". These units are neither for sale, or for rent, are likely abandoned structures, and can quickly become dilapidated which may lead to neighborhood deterioration and loss of confidence by area residents. These structures can also be rehabilitated and placed in service if the deterioration is not too far along, and should be prioritized as part of any neighborhood revitalization effort.

2. [Target CDBG funds toward property improvement for low and moderate income residents.](#)

Many low- and moderate-income residents, particularly seniors, struggle to maintain their homes due to rising costs. Additionally, many older homes are not designed for those who may become physically disabled.

3. [Develop programs to promote the private renovation of vacant homes. Encourage the promotion of existing programs such as FHA 203K loans.](#)

A FHA 203K loan combines the cost of the initial purchase plus the cost of renovations or expansions into one loan product that is insured by FHA. This unique loan product is particularly well suited for those interested in purchasing a vacant house, or one needing substantial renovations. The benefit of the loan product is the interest rates are fixed, and the loan amount is based on the current purchase price, plus the cost of the improvements. The program also protects lenders by allowing them to have the loan insured before the condition and value of the property may offer adequate security.

Despite the benefits, this loan product is not well utilized throughout Nebraska. There were no Nebraska lenders who originated a 203K loan in 2021, however five lenders originated 203K loans in 2020:

- First National Bank - Omaha
- Guild Mortgage Company - Omaha
- Movement Mortgage LLC - Omaha
- Prime Lending (A Plains Capital CO) - Lincoln
- Regent Financial Group, Inc - Omaha

The FHA 203K loan product could be a very useful tool for those who wish to purchase and rehabilitate a home in Grand Island. Since the program has not been utilized here, there will be a learning curve for all parties involved.

Goal #3 Reduce development costs where possible.

Outcomes:

- **The amount of housing that meets the definition of "workforce housing" will increase.**

Strategies:

1. Explore partnerships with the Nebraska Manufactured Housing Association to work with local housing manufactures to develop a palette of neighborhood context sensitive home plans that can be constructed on infill lots;

Today's modular and manufactured housing factories can modify almost any set of plans and home design to be constructed in an off-site manufacturing facility. Designs can be contemporary or modern. All of the pictures on this page are examples of modular homes constructed in Indiana.

One of the many concerns expressed was the high cost of construction and lack of quality subcontractors. Modular and manufactured housing (industrialized units) can help bridge this gap. Typically, there are two types of industrialized housing products: modular



housing, which is constructed using a state adopted building code, and manufactured housing, which is constructed using a HUD approved building code. For the purposes of this report we will use the generic term "industrialized housing" to refer to both.

Generally speaking, industrialized housing can cost between 10% - 20% less than conventional site-built housing, and depending on the type of product, can be more energy-efficient than conventionally constructed housing.

Note however, the customization options are significantly limited, so this is probably not a product for the upper-end price points, but is a good option for entry-level and moderately priced new construction.



2. Proactively extend public utilities to reduce the costs of development and encourage development in appropriate areas.

The cost of extending water and sewer utilities is expensive and significantly adds to the cost of developing land. The city could proactively finance and extend the main lines which would 1) reduce development costs, and 2) actively direct where development will occur in a more planned and orderly manner.

Goal #4 Improve household stability

Outcomes:

- **The number of severely cost burdened renters are reduced**
- **Very low income households are appropriately housed and the risk of homelessness is reduced**

Strategies:

1. Work with existing subsidized housing owners to ensure their properties are well maintained and the affordable units are preserved.

Within Grand Island, there are approximately 365 subsidized units within six non-public housing developments that serve very low income residents and persons with disabilities. These developments provide housing for some of the most vulnerable populations and should be preserved.

2. Work with affordable housing developers to create additional rental housing for very-low income families.

The affordable rental housing gap is approximately 800 rental units targeted to those who earn less than 30% AMI. These households tend to be large families with one wage-earner and may be on the edge of homelessness.

Affordable housing projects seeking public assistance should have a portion of their units targeted toward this income cohort.



Implementation Matrix			
Public Policy Action Items	Partners	Funding	Timeframe
Goal #1: Increase the number and types of housing units to meet the needs of Grand Island's current and future residents			
1. Prioritize public funding for projects that incorporate affordable, missing middle and/or workforce housing.	1, 2, 3, 4	1, 3	1 to 3 years
1.1 - Consider performance requirements as a condition for TIF approval such as a minimum set-aside requirement for affordable or workforce housing units.	1		1 to 3 years
1.2 - Incorporate missing middle housing in a portion of Rural Workforce Housing Fund applications.	1, 3	1, 3	1 to 3 years
1.3 - Waive building permit and tap fees for affordable housing projects which are restricted to those earning less than 80% AMI.	1, 2	7	1 to 3 years
2. Explore creating a Community Land Trust	1, 2	1, 4, 5	3 to 5 years
3. Explore Shared Risk Loan Pools for higher-risk workforce and affordable housing projects	1, 5	4, 5	3 to 5 years
4. Revise zoning regulations to encourage housing variety and affordability.	1, 2	7	1 to 3 years
4.1 - Conditionally permit missing middle housing (townhouse, duplex, triplex) under certain conditions such as: <ul style="list-style-type: none"> • Infill lots in the R-1 and R-2 districts • When within 1/2 to 1-mile of an existing elementary or middle school 	1	7	1 to 3 years
4.2 - Reduce parking requirements for units with 2 or fewer bedrooms to 1 space per unit.	1	7	1 to 3 years

Organization:

1. Grand Island
2. Hall County
3. Grand Island Economic Development Corporation (EDC)
4. Grand Island CRA
5. Local Developers / Home Builders

Incentive Sources:

1. General Funds
2. Bonding
3. TIF
4. Grants
5. Private Funds
6. Sales Tax/Occupational Tax
7. Non-monetary

Implementation Matrix			
Public Policy Action Items	Partners	Funding	Timeframe
Goal #2: Improve and preserve existing affordable housing.			
1. Target redevelopment strategies toward vacant and abandoned properties.	1, 5	1, 2, 4, 5	1 to 3 years
2. Target CDBG funds toward property improvement for low and moderate income residents.	1	4	1 to 3 years
3. Develop programs to promote the private renovation of vacant homes. Encourage the promotion of existing programs such as FHA 203K loans.	1, 5	5	1 to 3 years
Goal #3 Reduce development costs where possible.			
1. Explore partnerships with the Nebraska Manufactured Housing Association to work with local housing manufactures to develop a palette of neighborhood context sensitive home plans that can be constructed on infill lots;	1, 3, 5	1, 4, 5	3 to 5 years
2. Proactively extend public utilities to reduce the costs of development and encourage development in appropriate areas.	1	1, 2, 3, 4	3 to 5 years
Goal #4 Improve household stability			
1. Work with existing subsidized housing owners to ensure their properties are well maintained and the affordable units are preserved.	1, 2, 5	3, 4, 5	5 or more years
2. Work with affordable housing developers to create additional rental housing for very-low income families.	1, 3, 5	1, 3, 4, 7	3 to 5 years

Organization:

1. Grand Island
2. Hall County
3. Grand Island Economic Development Corporation (EDC)
4. Grand Island CRA
5. Local Developers / Home Builders

Incentive Sources:

1. General Funds
2. Bonding
3. TIF
4. Grants
5. Private Funds
6. Sales Tax/Occupational Tax
7. Non-monetary

APPENDIX A: FUNDING RESOURCES



The following pages layout many different funding sources available to be used for different aspects of housing and community development. In total there are 15 pages of funding; however, not all of the programs will be appropriate for Loup City.

As this study is implemented, it will be critical for the entities to take advantage of all the programs they can in order to lower the overall out of pocket costs on projects.

The list of funding sources, DOES NOT include local funding tools such as Tax Increment Financing, Sales Tax, Occupation Taxes, Revenue Bonds, and many others. Therefore, these sources are in addition to many of the local funds that could be used as well.

FOUNDATION/ DEPARTMENT/ ORGANIZATION	TYPE OF SUPPORT	DESCRIPTION	TARGET AREA	ELIGIBILITY PROCESS	DEADLINE	CONTACT INFORMATION	WEB ADDRESS
Allstate Foundation	Capital Program	Three (3) focus areas for community investment are: tolerance, inclusion and diversity; safe and vital communities; and economic development.	Statewide	Provides support nonprofit, tax-exempt organizations.	Grant proposals are accepted year round.	The Allstate Foundation West Central Region Grant Committee 10800 East Geddes Avenue Suite 300 Englewood, CO 80112 303.779.3769	http://www.allstate.com/foundation/funding-guidelines.aspx
American Academy of Physicians Foundation	Program	Serves as the philanthropic arm of the American Academy of Family Physicians. Primary goal is to enhance health care delivered to the American people by developing and providing philanthropic resources for the promotion and support of family medicine. A variety of initiatives are supported that relate to scientific, educational, and humanitarian family medicine goals.	Statewide	Residency programs, medical residents and students, AAFP Chapters and individuals.	Grant proposals are accepted year round.	American Academy of Family Physicians Foundation 11400 Tomahawk Creek Parkway, Suite 440 Leawood, KS 66211-2672 913.906.6000	http://www.aafpfoundation.org
Anheuser-Busch Foundation	Program	Supports higher education, through scholarships and mentors. Other causes include health care and human services, minority leadership and economic development, civic, cultural enrichment and environmental conservation.	Nationally with an emphasis around corporate facilities.	Primarily limited to nonprofit 501(c)(3) organizations near A-B facilities.	Grant proposals are accepted year round.	Charitable Contributions Anheuser-Busch Companies, Inc. One Busch Place St. Louis, MO 63118 Toll Free: 1.800.342.5283	
AT&T Foundation	Program	Supports under served populations and promotes education programs that create economic opportunity. Three priority initiatives are supported that focus support. Refer to Web site for more information.	Statewide	Nonprofit organizations	Refer to Web site for details.	AT&T Foundation AT&T Public Relations Contributions Coordinator 5501 LBJ Freeway Room 300E Dallas, TX 75240	http://www.att.com/gen/corporate-citizenship?pid=7736
Ben & Jerry's Foundation	Capital	Supports organizations involved with early childhood development, the environment, AIDS, employment, agriculture, housing, youth citizenship, civil rights, community development, citizen participation, minorities, Native Americans, women, gays and lesbians, immigrants, economically disadvantaged people and homeless people. Special emphasis is directed toward programs designed to facilitate progressive social change and social justice.	Statewide	Giving on a national basis and to U.S. territories. No support for state agencies, basic or direct service organizations or universities programs.	Letters of interest are reviewed on an ongoing basis for grants under \$1,000. There are no deadlines for filing proposals for larger grants	Ben & Jerry's Foundation 30 Community Drive South Burlington, VT 05403 802.846.1500	http://benjerry.com/foundation/index.html

FOUNDATION/ DEPARTMENT/ ORGANIZATION	TYPE OF SUPPORT	DESCRIPTION	TARGET AREA	ELIGIBILITY PROCESS	DEADLINE	CONTACT INFORMATION	WEB ADDRESS
Bernard K. and Norma F. Heuermann Foundation	Program	Supports organizations engaged in activities in rural areas of Nebraska. Areas of focus include education, agriculture, children's services, mentally disabled centers and services, disabled and aging. Types of support include general/operating support, endowment funds, fellowships, research and matching funds.	Rural areas of Nebraska.	Nonprofit 501(c)(3) status. Proposals should identify a special need or project to which funds will be applied and should include objectives to be attained, people or groups who will benefit, work plans or timetables for achieving the stated objectives and any other means of support	Grant proposals are accepted year round.	Bernard K. & Norma F. Heuermann Foundation P.O. Box 542080 Omaha, NE 68154-8080	No Web site available.
BF Goodrich Foundation	Program	Makes charitable grants for higher education and adult education and supports exhibits, concerts and other projects that enhance the civic, community and economic vitality of a region. Facilitates making of philanthropic gifts to recognized, tax-exempt organizations by individual and corporate donors.	Statewide in communities in which its employees live and work.	Primarily limited to nonprofit 501(c)(3) organizations where the company and its subsidiaries operate major facilities.	Contact for information.	Foundation Coordinator BF Goodrich Four Coliseum Centre 2730 West Tyvola Road Charlotte, NE 28217-4578 704.423.7000	
Bridgestone Firestone Trust Fund	Program	Supports education, health and welfare, civic affairs and arts in communities where Bridgestone/Firestone has operations.	Communities near Bridgestone/Firestone operations	Nonprofit 501(c) (3) organizations	Contact for information.	Bridgestone Americas, Inc. 535 Marriott Drive P.O. Box 140990 Nashville, TN 37214 615.937.1000	firestone.com/trustfund.asp#
"Build-A-Bear Workshop Foundation"	Program	Committed to improving communities and impacting lives through unique philanthropic programs that help children and families, animals, and the environment. Support for health and wellness, education/literacy and disaster recovery is also considered.	Statewide	Nonprofit organizations that help children and families, animals, and the environment directly.	Grant proposals are accepted year round.	The Build-A-Bear Workshop Foundation 1954 Innerbelt Business Center Drive St. Louis, MO 63114-5760 314.423.8000	
Burlington Northern Santa Fe Foundation	Capita Program	Established to support organizations involved with arts and culture, education, health, mental health, hunger, human services, public policy research, civic affairs, senior citizens, Native Americans, women and homeless people.	Statewide in communities in which its employees live and work.	501(c)(3) nonprofit organizations.	Contact for information.	Burlington Northern Santa Fe Foundation 5601 West 26th Street Cicero, IL 60804 817.352.3425	

FOUNDATION/ DEPARTMENT/ ORGANIZATION	TYPE OF SUPPORT	DESCRIPTION	TARGET AREA	ELIGIBILITY PROCESS	DEADLINE	CONTACT INFORMATION	WEB ADDRESS
Cargill Citizenship Committee, Corporate Giving Program	Program	Focuses primarily in three (3) areas: nutrition and health, innovation in education and stewardship of natural resources. To organize community involvement activities, many locations have established Cargill Cares Councils, formalized groups of employees that coordinate volunteer programs and direct resources to meet community needs. Enriched Communities Initiatives is one of Cargill's measures of performance. Cargill businesses also include community involvement as part of annual business plans.	Emphasis on company locations.	501(c)(3) nonprofit organizations, religious organizations and educational organizations.	Contact for information.	Cargill Citizenship Committee Department P.O. Box 5650 Minneapolis, MN 55440 952.742.2931	"http://cargill.com/commitments/community/index.jsp"
Carl and Caroline Swanson Foundation	Program	Supports organizations active in research and charitable activities in the sectors of healthcare, education and outdoor recreation.	Statewide with an emphasis on Omaha-based organizations	Support directed towards 501(c)(3) nonprofit organizations.	Grant proposals are accepted year round.	Frederick S. Bucholz, President Carl and Caroline Swanson Foundation 4935 Battlefield Drive Omaha, NE 68152-1556 402.453.7500	
H & R Block Foundation	Program	Emphasizes supporting programs for under served, low-income persons. Priority areas of giving are in the following areas: arts and culture programs that increase accessibility by all people; community development projects that build stable neighborhoods and communities; education organizations that offer diverse learning opportunities for all ages; and health and human services and youth development programs. Major emphasis is placed on support of activities that serve under served, low-income persons.	Communities with an H&R Block presence.	501(c)(3) nonprofit organizations and educational institutions.	Board meets quarterly. Deadlines for applications are in February, April, July and October.	he H&R Block Foundation One H&R Block Way Kansas City, MO 64105 816.854.4361 foundation@hrblock.com"	http://www.hrblockfoundation.org
Laura Jane Musser Fund	Program	Assists public or nonprofit entities to initiate or implement projects in rural areas to undertake consensus-based activities in environmental stewardship or dispute resolution. The Laura Jane Musser Fund encourages communities, whether represented by local governments, state agencies, or grass-roots not-for-profit organizations, to use a consensus-based approach to environmental decision-making and use a collaborative process to involve key stake holders and local citizens in developing environmental program and policies that satisfy common interests.	Nationally with limited support available to communities in Nebraska	Nonprofit 501(c)(3) organizations, units of local government.	Deadlines different for each grant category. Refer to Web site for current information.	The Laura Jane Musser Fund 318 West 48th Street Minneapolis, MN 55419 612.825.2024 ljmusserfund@earthlink.net	http://www.musserfund.org

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Monsanto Fund	Program	All giving falls into one or more of the four priority areas: nutritional improvement through agriculture, the environment, science education and communities.	Funding available internationally with specific interest in the Midwest	501(c)(3) nonprofit organizations.	Jan. 1 & July 1	Monsanto Fund 800 North Lindbergh Boulevard St. Louis, Missouri 63167 314.694.4391 monsanto.fund@ monsanto.com	http://www.monsantofund.org
Nebraska Community Foundation	Capital Program	Provides financial management, strategic development, technical assistance and education/training services to communities, organizations and donors throughout Nebraska via affiliated fund status. The Foundation does not itself provide grants, but facilitates giving through its affiliated funds; information about these affiliated funds is available on the NCF website.	Statewide	Services provided by the Foundation are available to Nebraska communities, charitable organizations and donors.	Deadlines different for each grant category. Contact for information."	Nebraska Community Foundation 650 J Street, Suite 305 P.O. Box 83107 Lincoln, NE 68501 402.323.7330 info@nebcommfound.org	http://www.nebcommfound.org
Nebraska Department of Economic Development	Capital Program	Provides grants to nonprofits, local governments and public housing authorities for a number of uses, including developing new single-family housing and low to moderate income rental units, adapting old buildings as rental housing, rehabilitating existing rental properties and administering homebuyer assistance and rehabilitation programs.	Statewide	Nonprofits, local governments and public housing authorities. Competitive funding and allocations determined by regions.	Once a year. Refer to Web site for information.	Nebraska Department of Economic Development P.O. Box 94666 301 Centennial Mall South Lincoln, NE 68509-4666 402.471.3760	http://www.neded.org
Nebraska Department of Economic Development	Planning	Funds community strategic planning; analyses of impediments and barriers to fair housing choice; neighborhood/comprehensive/ strategic development plans; functional or special studies for housing, infrastructure, community economic development, land use/ regulatory measures, main street improvement district, downtown revitalization, energy conservation and transportation; environmental, heritage tourism, and historic preservation studies; and pre-engineering studies for publicly owned water/wastewater projects. Maximum grant amounts are \$30,000 for community/unincorporated county projects and \$50,000 for multi-community, countywide or regional projects. A 25 percent match is required.	Statewide	Nebraska incorporated municipalities under 50,000 population and Nebraska counties.	As funds are available. Refer to Web site for current deadline	Nebraska Department of Economic Development P.O. Box 94666 301 Centennial Mall South Lincoln, NE 68509-4666 402.471.3760	http://www.neded.org

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Nebraska Department of Economic Development	Capital Program	Increases the supply and improves the quality of affordable housing in Nebraska, to improve the ability of communities to maintain and develop viable and stable economies. Funds may be used for repair, rehabilitation or reconstruction of owner-occupied homes; acquisition and/or rehabilitation or new construction of homes or affordable rental housing; and organizational operating expenses to increase the capacity of the organization to produce and develop affordable housing.	Statewide	Community-based organizations, local jurisdictions, local/regional housing authorities, community action agencies, reservation-based nonprofit organizations and for-profit entities.	Pre-applications are available in the Spring.	Nebraska Department of Economic Development P.O. Box 94666 301 Centennial Mall South Lincoln, NE 68509-4666 402.471.3760	http://www.neded.org
Nebraska Investment Finance Authority (NIFA)	Capital	CROWN utilizes the Low- Income Housing Tax Credit program as one financing tool as well as HOME funds, Affordable Housing Trust funds, Federal Home Loan Bank funds, local government grants and loans, and traditional development financing sources. Created as a lease-to-own housing program developed to bring home ownership within reach of very low-income households while assisting local governments in revitalizing neighborhoods. Seeks to construct housing that is decent, safe, and permanently affordable for low-income residents.	Statewide	Developers of projects that create lots suitable for affordable housing targeting incomes at or below 60% of area median income.	On-going	Nebraska Investment Finance Authority Lincoln Office (headquarters) 1230 'O' Street, Suite 200 Lincoln, NE 68508-1402 402.434.3900	https://www.nifa.org
Nebraska Investment Finance Authority (NIFA)	Capital Technical	Provides low-interest rate financing for manufacturing facilities, certain farm property, health care facilities, residential rental properties, housing rehabilitation, homeownership, and wastewater treatment and safe drinking water facilities. Has authority to provide financing for public safety communications projects and administer the Federal Low Income Housing Tax Credit program for residential rental property development.	Statewide	Housing or economic development entity, profit or nonprofit, without direct access to property tax revenue streams	Refer to website for current deadlines	Nebraska Investment Finance Authority Lincoln Office (headquarters) 1230 'O' Street, Suite 200 Lincoln, NE 68508-1402 402.434.3900	http://www.nifa.org
Nebraska Investment Finance Authority (NIFA)	Capital	Responding to a slowdown in infrastructure development and lot production for affordable units, NIFA created the Infrastructure Loan Guarantee Program in 1996. The program is not a direct loan program; rather, it provides a loan guarantee on all or part of a conventionally originated loan for the development of affordable, targeted lots. A loan guarantee reduces the risk to the private lender, thereby increasing the availability of funding for these types of projects.	Statewide	Developers of projects that create lots suitable for affordable housing targeting incomes at or below 150% of area median income.	On-going	Nebraska Investment Finance Authority Lincoln Office (headquarters) 1230 'O' Street, Suite 200 Lincoln, NE 68508-1402 402.434.3900	https://www.nifa.org
Ron and Carol Cope Foundation	Capita Program	Supports charitable, educational, cultural and civic community programs for the residents of Nebraska, with particular interest in the community of Kearney	Contact for details regarding geographic areas of focus.	No application form required. Preference given to nonprofit cultural organizations and public agencies.	Proposals are accepted year round.	Lynne Werner Ron and Carol Cope Foundation P.O. Box 1768 Grand Island, NE 68802-1768	

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Shell Oil Company Foundation	Program	Supports organizations involved with arts and culture, education, the environment, health, children and youth, human services, community development, civic affairs, disabled people, minorities and economically disadvantaged people. Special emphasis is directed toward specific educational, environmental and quality-of-life programs that are aligned with clearly defined educational and social concerns. Giving is provided on a national basis in areas of company operations	Statewide	Nonprofit, tax-exempt organizations.	Contact for information	Shell Oil Company P.O. Box 2463 Houston, TX 77252 713.241.6161	https://www.shell.us/sustainability/request-for-a-grant-from-shell.html
"Slosburg Family Charitable Trust"	Capital Program	Focuses contributions in areas of arts, culture, humanities, civil rights and liberties, community improvement and development, education, environmental quality and protection, disease prevention, health improvement and youth development.	Statewide	No application form required. Funding directed to a variety of nonprofit organizations active in charitable activities.	Letters of inquiry may be submitted any time.	D. David Slosburg 10040 Regency Circle Suite 200 Omaha, NE 68114 402.391.7900	
US Bancorp	Capital Technical	Provides cash contributions to nonprofit organizations in priority areas of affordable housing and economic opportunity, education and artistic and cultural enrichment. Support goes to communities where U.S. Bancorp is located and organizations in the community development sector.	Statewide	Section 501(c)(3) nonprofit organizations	October 1	Contact Community Relations at the closest branch	
US Department of Agriculture (USDA)	Capital Planning Technical	Administers rural business, cooperative, housing, utilities and community development programs. Rural Development offers financial programs to support essential public facilities and services as water and sewer systems, housing, health clinics, emergency service facilities and electric and telephone service. Rural Development also promotes economic development by offering loans to businesses through banks and community-managed lending pools. Rural Development also offers technical assistance and information to agricultural cooperatives and rural communities.	Statewide	Rural communities with a population of less than 50,000 people and their community partners.	Programs operated continuously. Contact local office for details	USDA Rural Development Nebraska State Office Room 152, Federal Building 100 Centennial Mall North Lincoln, NE 68508 402.437.5551	http://www.rurdev.usda.gov
US Department of Agriculture (USDA)	Capital	Funds, primarily in the form of loans to assist communities to construct, enlarge, extend or improve community facilities providing essential services to rural residents. These services include, fire and emergency, transportation and others. Day care facilities and assisted living centers are also eligible projects. Funds are allocated on the basis of poverty level. Applicants must have the legal authority to borrow and repay loans, to pledge security for loans and to construct, operate and maintain the facilities. They must also be financially sound and able to organize and manage the facility effectively.	Statewide	Public entities such as municipalities, counties and special-purpose districts, as well as nonprofit, tax-exempt organizations and tribal governments in communities less than 20,000 people.	On-going	USDA Rural Development Nebraska State Office Room 152 Federal Building 100 Centennial Mall North Lincoln, NE 68508 402.437.5551	http://www.rurdev.usda.gov

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US Department of Agriculture (USDA)	Technical; Capital	Assists current multi-family housing loan borrowers and their tenants, single-family housing loan borrowers and grant recipients, community facilities loan borrowers and business owners who are victims of a disaster. Utility assistance for communities is also available. Funding is provided through regular USDA Rural Development programs as well as dedicated disaster-related .	Presidential disaster areas	Must be currently borrowing or receiving support from USDA Rural Development. Refer to the Web site to verify your county is covered under current programming.	Offered as required	USDA Rural Development Nebraska State Office Room 152 Federal Building 100 Centennial Mall North Lincoln, NE 68508 402.437.5551	http://www.rurdev.usda.gov
US Department of Agriculture (USDA)	Capital	Provides capital financing for the development of housing for domestic farm laborers. Typically, loan applicants are unable to obtain credit elsewhere, but in some instances, farmers able to get credit elsewhere may obtain loans at a rate of interest based on the cost of federal borrowing. Funds may be used in urban areas for nearby farm labor. This is the only exception to the Housing and Community Facilities Programs rural service area guidelines.	Statewide	Farmers, associations of farmers, family farm corporations, federally recognized tribes, nonprofit, tax-exempt organizations, public agencies and associations of farm workers.	On-going	USDA Rural Development Nebraska State Office Room 152 Federal Building 100 Centennial Mall North Lincoln, NE 68508 402.437.5551	http://www.rurdev.usda.gov
US Department of Agriculture (USDA)	Capital	Helps rural communities and individuals by providing loans and grants for housing and community facilities. Funding can be provided for single family homes, apartments for low- income persons or the elderly, housing for farm laborers, childcare centers, fire and police stations, hospitals, libraries, nursing homes, schools and much more	Statewide	Public entities such as municipalities, counties and special-purpose districts, as well as nonprofit, tax-exempt organizations and tribal governments.	Ongoing - refer to Web site for current application deadlines.	USDA Rural Development Nebraska State Office Room 152 Federal Building 100 Centennial Mall North Lincoln, NE 68508 402.437.5551	http://www.rurdev.usda.gov
US Department of Agriculture (USDA)	Capital	Provides grants to sponsoring organizations for the repair or rehabilitation of low- or very low- income housing. The grants are competitive and are made available in areas where there is a concentration of need.	Statewide	State agencies, units of local government, federally recognized tribes and nonprofit, tax-exempt organizations.	Ongoing - refer to Web site for current application deadlines.	USDA Rural Development Nebraska State Office Room 152 Federal Building 100 Centennial Mall North Lincoln, NE 68508 402.437.5551	http://www.rurdev.usda.gov

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US Department of Agriculture (USDA)	Capital Planning Technical	Targets technical assistance to help communities through strategic planning or leadership development, developing and strengthening partnerships and finding financial resources. Combines an array of resources to meet the community's needs as opposed to expecting the community to fit into a government program. Technical assistance involves helping a community bring all of their community development components (i.e., business, housing, medical, education, infrastructure, recreation, etc.) together as a team to build the community successfully.	Presidential disaster areas	Must be currently borrowing or receiving support from USDA Rural Development. Refer to the Web site to verify your county is covered under current programming.	Offered as required	USDA Rural Development Nebraska State Office Room 152 Federal Building 100 Centennial Mall North Lincoln, NE 68508 402.437.5551	http://www.rurdev.usda.gov
US Department of Agriculture (USDA)	Capital	Provides housing assistance to very low- and low-income applicants to purchase, build or rehabilitate a home in a rural area. Payment assistance is available to eligible applicants and may lower the effective interest rate on a mortgage to as little as one percent. For the RHS Section 502 Guaranteed Loan Program - the goal is to provide credit assistance to applicants whose income does not exceed 115 percent of the area median income. All loan processing is done in Rural Development field offices. For the Guaranteed Loan Program - the goal is to provide assistance to low- and moderate- income rural families unable to obtain credit from other sources. Loan applications are processed by private lenders, with RHS guaranteeing the lender against loss. Loans are financed at a market rate determined by the lender and have a term of 30 years.	Nationwide	Very low- and low-income rural families unable to obtain credit from other sources. .	On-going	USDA Rural Development Nebraska State Office Room 152 Federal Building 100 Centennial Mall North Lincoln, NE 68508 402.437.5551	http://www.rurdev.usda.gov
US Department of Energy	Technical	Works with state partners, industry professionals and manufacturers to improve the energy efficiency of new and existing buildings.	Statewide	State agencies, units of local government, federally recognized tribes and nonprofit, tax-exempt organizations.	On-going	U.S. Department of Energy Energy Efficiency and Renewable Energy PA.20/Forrestal Building 1000 Independence Avenue SW Washington, D.C. 20585 Toll Free: 1.877.337.3463	http://www1.eere.energy.gov
US Department of Energy	Technical	Provides technical assistance to encourage cost-effective, durable and energy-efficient building reconstruction in the wake of disasters. The application of proven building technologies and designs can make a long-term difference in areas vulnerable to natural disasters, resulting in safer, healthier, more economically viable communities that are less susceptible to disaster.	Statewide	State agencies, units of local government, federally recognized tribes and nonprofit, tax-exempt organizations.	On-going	U.S. Department of Energy Energy Efficiency and Renewable Energy PA.20/Forrestal Building 1000 Independence Avenue SW Washington, D.C. 20585 Toll Free: 1.877.337.3463	http://www1.eere.energy.gov

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US Department of Energy	Technical	Provides technical assistance and works with states and regions to provide technical assistance and analysis support for policies, market mechanisms and programs that facilitate competitive, reliable, environmentally-sensitive, customer-friendly electric markets.	Statewide	State agencies, units of local government, federally recognized tribes and nonprofit, tax-exempt organizations.	On-going	U.S. Department of Energy Energy Efficiency and Renewable Energy PA.20/Forrestal Building 1000 Independence Avenue SW Washington, D.C. 20585 Toll Free: 1.877.337.3463	http://www1.eere.energy.gov
US Department of Health and Human Services (HHS)	Capital Technical	Supports community development corporations to assist businesses that create jobs for low- income individuals. Allocations of grants are based on a formula equation for low-income persons. Projects may include manufacturing, technology, retail, agriculture and construction sectors. Grant projects must be located in low- income communities and attract other private and public capital investment. The long-term goal is to revitalize communities through the creation of jobs for low-income individuals.	Statewide - targeted towards low- income communities. .	Eligibility is restricted to private, locally initiated, nonprofit community development corporations (or affiliates of such corporations) governed by residents of the community and business and civic leaders.	Ongoing.	U.S. Department of Health and Human Services Administration for Children and Families Office of Community Services Community Economic Development Program 370 L'Enfant Promenade SW 5th Floor Washington, D.C. 20447 202.401.5663	http://www.acf.hhs.gov
US Department of Health and Human Services (HHS)	Capital Technical	Promotes and supports projects that address economic self-sufficiency for low-income persons and distressed communities by awarding funds to community development corporations (CDCs) to create employment and business development opportunities. Grants are awarded to cover project costs for business start -up or expansion and the development of new products and services. Funded projects are to create new employment or business opportunities for low-income individuals.	Statewide - targeted towards low- income communities. .	Private, nonprofit CDCs experienced in developing and managing economic development projects.	Ongoing.	U.S. Department of Health and Human Services Administration for Children and Families Office of Community Services Community Economic Development Program 370 L'Enfant Promenade SW 5th Floor Washington, D.C. 20447 202.401.5663	http://www.acf.hhs.gov

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US Department of Health and Human Services (HHS)	Capital Technical	Provides training and technical assistance to low -income rural communities in developing and managing affordable, safe water and wastewater treatment facilities. Activities include improving coordination among federal, State and local agencies in water waste management and providing assistance in obtaining funding for construction, upgrade and repair of facilities.	Statewide - targeted towards low- income communities.	Multi-state, regional, private, nonprofit 501(c)(3) tax- exempt organizations.	Ongoing	U.S. Department of Health and Human Services Administration for Children and Families Office of Community Services Community Economic Development Program 370 L'Enfant Promenade SW 5th Floor Washington, D.C. 20447 202.401.5663	http://www.acf.hhs.gov
US Department of Homeland Security	Technical	Provides technical assistance to encourage cost -effective, durable and energy-efficient building reconstruction in the wake of disasters. The application of proven building technologies and designs can make a long-term difference in areas vulnerable to natural disasters, resulting in safer, healthier, more economically viable communities that are less susceptible to disaster.	Nationwide	States capable of performing floodplain management activities.	On-going	Federal Emergency Management Agency (Region VII) 9221 Ward Parkway, Suite 300 Kansas City, MO 64114-3372 816.283.7063	http://www.fema.gov
US Department of Homeland Security	Program; Technical	Supports disaster legal services that address: free legal advice and referrals, assistance with insurance claims, counseling on landlord/tenant problems, assistance with home repair contracts, assistance in consumer protection matters, counseling on mortgage foreclosure problems, replacement of wills and other important legal documents, drafting powers of attorney, estate administration, preparation of guardianships and conservatorships and referrals to local and state agencies for additional assistance.	Members of local communities impacted by Presidential declared disasters.	Victims of Presidential declared disasters who are unable to secure legal services and advice as a result of the disaster. No formal application needed.	On-going	Federal Emergency Management Agency (Region VII) 9221 Ward Parkway, Suite 300 Kansas City, MO 64114-3372 816.283.7063"	http://www.fema.gov
US Department of Homeland Security	Technical	Provides financial payments and/or direct services, when appropriate, when there is disaster-related damage to an individual's dwelling (structural property) making the dwelling unsafe, unsanitary and unfit to occupy. Housing assistance can be used for renting a different place to live and/or repairing/replacing the damaged dwelling. (Note: FEMA may provide direct services in the form of manufactured housing units if rental resources are limited in the disaster area).	Presidential disaster areas.	Applicants must sign a declaration stating that they are U.S. citizens, non-citizen nationals or qualified aliens to be considered for IHP assistance. Other disaster- specific eligibility criteria may also apply.	On-going	Federal Emergency Management Agency (Region VII) 9221 Ward Parkway, Suite 300 Kansas City, MO 64114-3372 816.283.7063	

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US Department of Homeland Security	Capital	Enables individuals to purchase insurance against losses from physical damage to or loss of buildings and/or contents therein caused by floods, mudflow or flood-related erosion, and to promote wise floodplain management practices in the nation's flood-prone areas. In order for a community to participate in the NFIP, the community must agree to adopt and enforce floodplain management ordinances, particularly with respect to new construction. These measures take a variety of forms and generally include requirements for zoning, subdivisions or buildings and special-purpose floodplain ordinances.	States and communities located within identified floodplains	Communities that have adopted and enforce appropriate floodplain management ordinances.	On-going	In Nebraska, contact: Federal Emergency Management Agency (Region VII) 9221 Ward Parkway, Suite 300 Kansas City, MO 64114-3372 816.283.7063	
US Department of Housing and Urban Development (HUD)	Technical	Provides technical assistance to encourage cost-effective, durable and energy-efficient building reconstruction in the wake of disasters. The application of proven building technologies and designs can make a long-term difference in areas vulnerable to natural disasters, resulting in safer, healthier, more economically viable communities that are less susceptible to disaster	Statewide	State agencies, units of local government, federally recognized tribes and nonprofit, tax-exempt organizations.	On-going	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	Hud.gov
US Department of Housing and Urban Development (HUD)	Capital	Supports the rehabilitation and repair of single family properties and is an important tool for community and neighborhood revitalization and for expanding homeownership opportunities. Lenders use the Section 203(k) program in partnership with state and local housing agencies and nonprofit, tax-exempt organizations to rehabilitate properties. These lenders, along with state and local government agencies, tend to combine Section 203(k) with other financial resources, such as HUD's HOME, HOPE and Community Development Block Grant Programs, to assist borrowers. Several state housing finance agencies have designed programs, specifically for use with Section 203(k) and some lenders have also used the expertise of local housing agencies and nonprofit, tax-exempt organizations to help manage the rehabilitation processing.	Statewide	State agencies, units of local government, federally recognized tribes and nonprofit, tax-exempt organizations.	On-going	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov

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US Department of Housing and Urban Development (HUD)	Capital	Seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment and expand economic opportunities for low and moderate income persons. CPD allocates block grant and disaster recovery funding to states, large cities (population greater than 50,000) and urban counties (greater than 200,000 outside large cities).	Nationwide	States, units of general local government, federally recognized tribes, area-wide planning organizations and other qualified groups designated by or assisting one or more such governmental units.	Allocated by formula based on factors such as population, poverty and housing distress	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov
US Department of Housing and Urban Development (HUD)	Capital	Provides funding for housing, economic development, public facilities and public services that primarily benefit low- and moderate-income persons, eliminate slum and blight or meet an urgent need; as determined by states, cities and urban counties. There are two CDBG programs available to local communities - Entitlement Community funding and State administered CDBG funds. Entitlement communities have populations larger than 50,000 and demonstrate funding needs for revitalizing neighborhoods, economic development activities and providing improved community facilities and services. State administered CDBG funds are available to cities with populations less than 50,000 or counties less than 200,000. Funding from HUD is allocated by a formula based on factors such as	Nationwide	States, units of general local government, federally recognized tribes, area-wide planning organizations and other qualified groups designated by or assisting one or more such governmental units.	Allocated by formula based on factors such as population, poverty and housing distress	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov
US Department of Housing and Urban Development (HUD)	Capital	Provides funding, in the form of loans, to states, cities and counties that administer CDBG funds, based on their annual CDBG allocation, for economic development projects that create or retain jobs for low- and moderate-income persons. Allocated by formula based on factors such as population, poverty and housing distress.	Statewide	States, units of general local government, federally recognized tribes, area-wide planning organizations and other qualified groups designated by or assisting one or more such governmental units.	On-going	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov

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US Department of Housing and Urban Development (HUD)	Technical Assistance	Administers programming designed to improve the effectiveness of HUD grants and issues related to homelessness, affordable housing and finance and community and economic development. The intent of Community Planning and Development Programs Technical Assistance is to provide assistance for grassroots organizations that access and utilize HUD's programs and resources. Resources available from HUD enable neighborhoods and communities with the greatest need to achieve the highest level of performance and results in community development programming.	Statewide	States, units of general local government, federally recognized tribes, area-wide planning organizations and other qualified groups designated by or assisting one or more such governmental units.	On-going	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov
US Department of Housing and Urban Development (HUD)	Capital	Addresses the housing needs of persons living with HIV/AIDS and their families. HOPWA makes grants to local communities, states and nonprofit, tax-exempt organizations for projects that benefit low-income persons medically diagnosed with HIV/AIDS and their families.	Statewide	States, units of general local government, federally recognized tribes, area-wide planning organizations and other qualified groups designated by or assisting one or more such governmental units.	On-going	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov
US Department of Housing and Urban Development (HUD)	Capital	Provides emergency assistance to state and local governments to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities. NSP provides grants to every State and certain local communities to purchase foreclosed or abandoned homes and to rehabilitate, resell or redevelop these homes in order to stabilize neighborhoods and stem the decline of house values of neighboring homes.	Statewide	States, units of general local government, federally recognized tribes, area-wide planning organizations and other qualified groups designated by or assisting one or more such governmental units.	Contact for information	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov

FOUNDATION/ DEPARTMENT/ ORGANIZATION	TYPE OF SUPPORT	DESCRIPTION	TARGET AREA	ELIGIBILITY PROCESS	DEADLINE	CONTACT INFORMATION	WEB ADDRESS
US Department of Housing and Urban Development (HUD)	Capital	Develops viable communities by providing decent housing and a suitable living environment and by expanding economic opportunities. The state must ensure that 70 percent of its CDBG grant funds are used for activities that benefit low- and moderate-income persons over a one, two or three year time period. Under unique circumstances, states may also use their funds to meet urgent community development needs. The competitive program funds a variety of projects such as streets, sanitary sewers, water facilities, storm sewers, bridges and facilities for persons with disabilities.	Statewide	Cities with populations of less than 50,000 (except cities that are designated principal cities of Metropolitan Statistical Areas) and counties with populations of less than 200,000.	Contact for information	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov
US Department of Housing and Urban Development (HUD)	Capital	Provides grants annually on a noncompetitive basis to "substantially equivalent" state and local fair housing enforcement agencies. FHAP-funded activities help protect families and individuals who believe they have been victims of discrimination on the basis of race, color, national origin, religion, sex, disability or familial status (i.e., the presence of children) in the sale, rental or financing of housing. The FHAP supports a variety of fair housing administrative and enforcement activities, including complaint processing, training, implementation of data and information systems and other special projects.	Statewide	States, units of general local government, federally recognized tribes, area-wide planning organizations and other qualified groups designated by or assisting one or more such governmental units.	Contact for information	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov
US Department of Housing and Urban Development (HUD)	Capital	Makes technical assistance available to state and local agencies with civil rights concerns in HUD-assisted programs. Title VI provides for HUD's investigation and remediation of discrimination complaints.	Statewide	States, units of general local government, federally recognized tribes, area-wide planning organizations and other qualified groups designated by or assisting one or more such governmental units. Individuals who feel themselves to be a victim of housing discrimination on the basis of race, color or national origin in a program receiving HUD assistance may file a complaint.	On-going	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov

FOUNDATION/ DEPARTMENT/ ORGANIZATION	TYPE OF SUPPORT	DESCRIPTION	TARGET AREA	ELIGIBILITY PROCESS	DEADLINE	CONTACT INFORMATION	WEB ADDRESS
US Department of Housing and Urban Development (HUD)	Capital	Ensures safe, decent and affordable housing, creates opportunities for residents' self-sufficiency and economic independence and assures the fiscal integrity of all program participants. Programming by PIH supports nonprofit and governmental providers of public housing projects.	Statewide	States, units of general local government, federally recognized tribes, area-wide planning organizations and other qualified groups designated by or assisting one or more such governmental units.	On-going	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov
US Department of Housing and Urban Development (HUD)	Capital	Awards grants to organizations and groups through a competitive process. Funding is announced through Notices of Funding Availability (NOFAs) that describe funding available and application procedure. Many of PIH's opportunities are found within HUD's annual SuperNOFA. Programs under the PIH are the HOPE VI program, Indian Community Development Block Grant (ICDBG) program and Resident Opportunities and Self Sufficiency (ROSS) program.	Statewide	States, units of general local government, federally recognized tribes, area-wide planning organizations and other qualified groups designated by or assisting one or more such governmental units.	On-going	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov
US Department of Housing and Urban Development (HUD)	Capital	Provides tenant-based rental assistance for eligible families in privately owned rental housing.	Statewide	Municipalities, HUD employees, representatives/ staff/owners of multi-family housing and public housing authorities.	On-going	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov
US Department of Housing and Urban Development (HUD)	Capital	Gathers, validates, analyzes and scores data to assess the physical condition of all public housing and multi-family-assisted properties, financial soundness of public and assisted housing, customer satisfaction at HUD-assisted housing properties, management capabilities and income eligibility of rental subsidy recipients. (State and larger local government grantees of HUD can carry out assessment tasks and typically have local data.)	Statewide	Municipalities, HUD employees, representatives/ staff/owners of multi-family housing and public housing authorities.	On-going	Omaha Field Office Edward Zorinsky Federal Building Suite 329 1616 Capitol Avenue Omaha, NE 68102-4908 402.492.3100	http://www.hud.gov

FOUNDATION/ DEPARTMENT/ ORGANIZATION	TYPE OF SUPPORT	DESCRIPTION	TARGET AREA	ELIGIBILITY PROCESS	DEADLINE	CONTACT INFORMATION	WEB ADDRESS
United States Internal Revenue Service (Opportunity Zones)	Capital	An Opportunity Zone is an economically-distressed community where new investments, under certain conditions, may be eligible for preferential tax treatment. Localities qualify as Opportunity Zones if they have been nominated for that designation by the state and that nomination has been certified by the Secretary of the U.S. Treasury via his delegation authority to the Internal Revenue Service.	Specifically Identified Areas	Previously designated Opportunity Zone	On-going		https://www.irs.gov



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item E-7

Public Hearing on the Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan

Council action will take place under Resolutions item I-2.

Staff Contact: Administration

Council Agenda Memo

From: Administration

Meeting: December 20, 2022

Subject: Public Hearing Concerning the Annual Report by the Citizen Advisory Review Committee on the Economic Development Program Plan

Presenter(s): Mary Berlie, EDC President

Background

The voters of the City of Grand Island approved an economic development plan at the November 6, 2012 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizen Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizen Advisory Review Committee is required by State Statute and the Grand Island City Code to make an annual report to the City Council.

Discussion

The Citizen Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee looks forward to receiving and reviewing meritorious applications for consideration in the future. The committee received the annual report from the Economic Development Corporation at its meeting of December 1, 2022 and voted to forward it on to the City Council for its review and acceptance.

Alternatives

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

1. Accept the annual report of the Citizen Advisory Review Committee.
2. Do not accept the annual report of the Citizen Advisory Review Committee.

Recommendation

City Administration recommends that the Council accept the annual report of the Citizen Advisory Review Committee.

Sample Motion

Move to accept the annual report of the Grand Island Area Economic Development Corporation/Citizen Advisory Review Committee.



Annual Review

Board of Trustees





**Vote
FORWARD**
NOV. 8

**RENEW GRAND ISLAND'S
ECONOMIC DEVELOPMENT
PROGRAM**

- ✓ **Recruit and Retain
Great Employers**
- ✓ **Attract Diverse
Career Opportunities**
- ✓ **Develop More
Housing Options**
- ✓ **Improve Quality of Life**

**Vote FOR RENEWAL
on November 8!**

Vote FORWARD

*Your vote for renewing the Economic
Development Program will:*

MAINTAIN THE MOMENTUM

The Economic Development Program has helped Grand Island thrive for 20 years. \$6.7 Million has been invested in new or existing companies in Grand Island since it began.

SOLIDIFY OUR SUCCESS

The program helps us retain key employers and talent, keeping our local economy strong. 1,114 new high-skill, high-wage, high-demand jobs have already been created since 2004.

KEEP COMPETITIVE

Grand Island competes for opportunities against cities across the nation. This program wins major new investments from companies expanding in our community.

**Learn More at
VOTEFORWARDGI.ORG**

Paid for by the Committee for a Prosperous Grand Island

- ▶ Grand Island voters approved the renewal:
 - ▶ 7,455 FOR / 69% approval

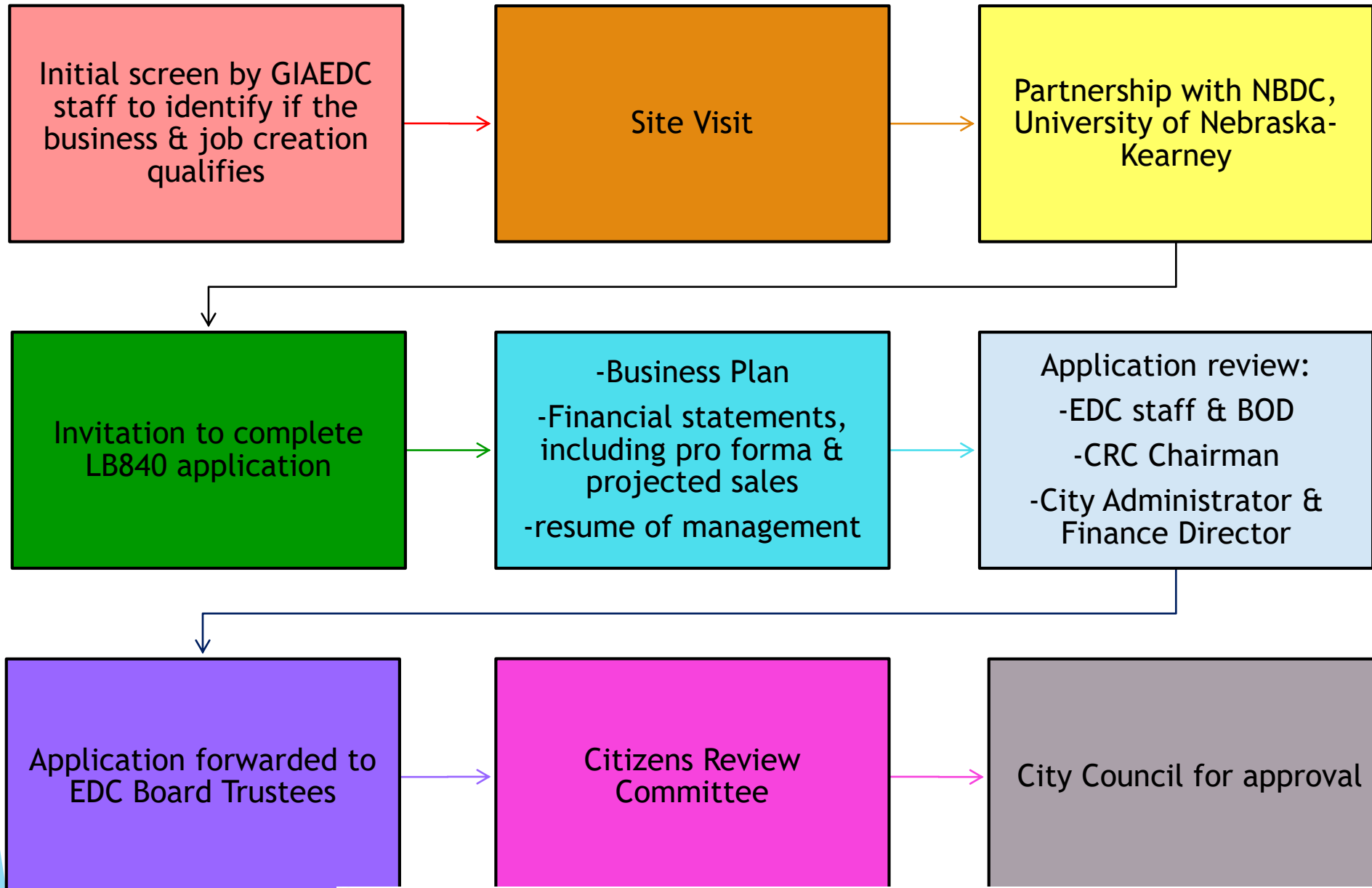




Eligible Business Activities:

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. Headquarter facilities relating to eligible activities as listed in this section
6. Telecommunication activities
7. End destination tourism-related activities

LB840 Process





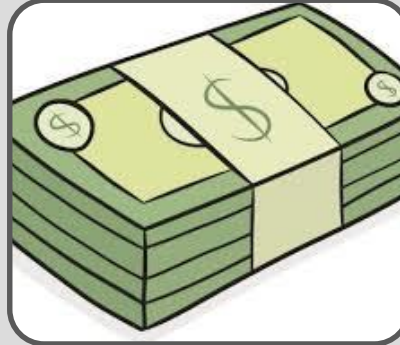
LB840
Funds
Invested:

\$6,729,100



Jobs
Created:

1114



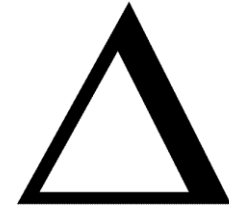
Annual
Wages
Created:

\$36,807,222



2015-2021
Average
Wage:

\$19.88



Active
Audits

59.5+ FTE
\$13.51 over

LB840 Projects

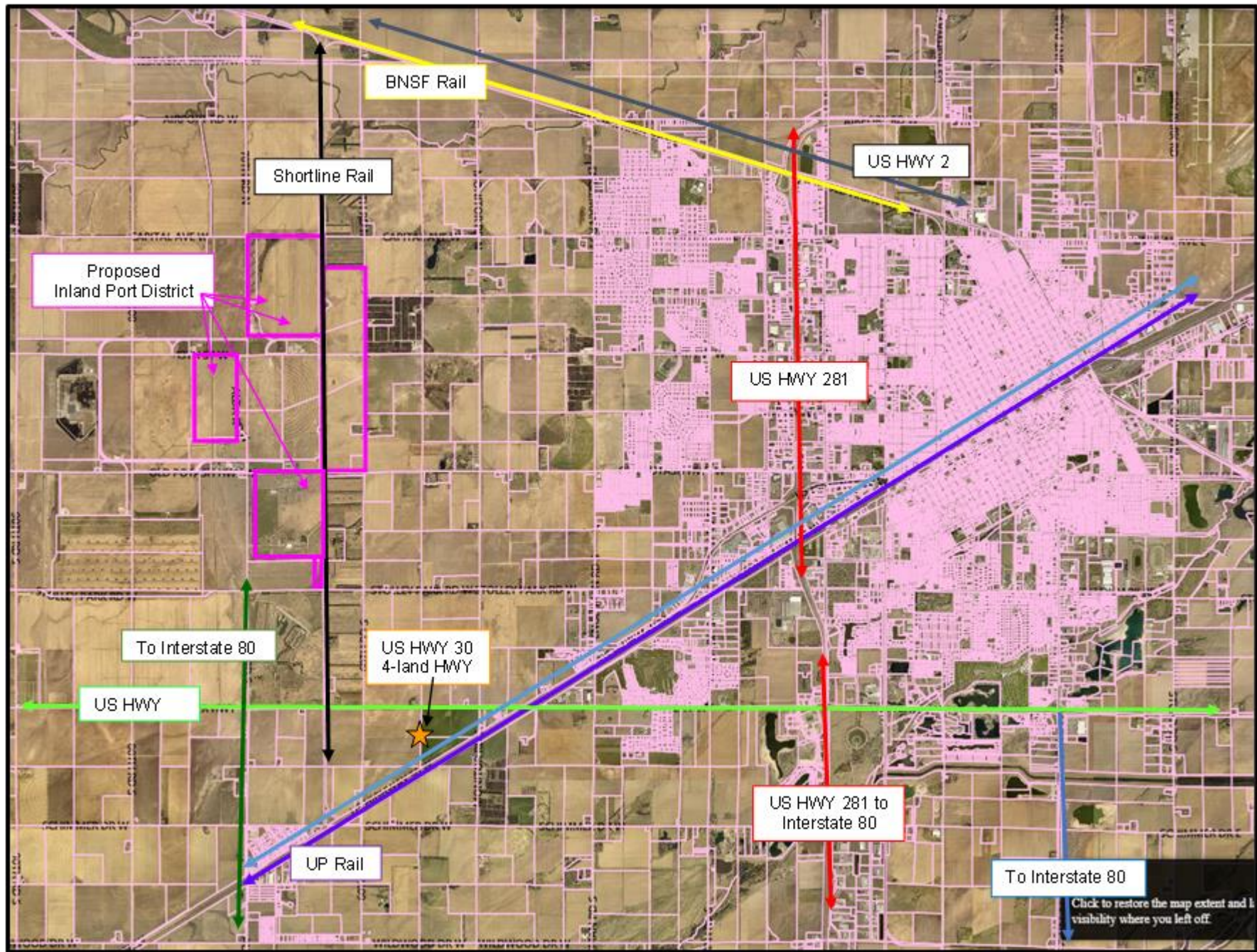
Active:

- ▶ Zabuni Specialty Coffee Auction
 - ▶ 10 new jobs
- ▶ Amur Equipment Finance
 - ▶ 15 new jobs
- ▶ GIX Logistics
 - ▶ 15 new jobs
- ▶ Hornady Manufacturing
 - ▶ 50 new jobs





LB840 Balance as of 11/22/2022	\$1,396,656
Amur Equipment Finance	(\$0)
Zabuni Specialty Coffee	(\$51,666)
GIX Logistics (2021)	(\$202,334)
Hornady Manufacturing	(\$251,666)
Ending LB840 Balance	\$890,990



Platte Valley Industrial Park- West

Drainage Improvement District



Platte Valley- East





FedEx Ground Distribution Center











CALL **GRAND ISLAND** HOME

Live where your **paycheck goes farther.**

Our houses are affordable. Our schools are great. We have opportunities for career advancement. Oh, and we have things to do. All that in a great location.

Great people, better opportunities. It is all waiting for you in Grand Island, Nebraska.



Don't believe us, ask them.



Dr. Lynda Connor



Sonephet Manivong



Sierra Thyfault



Michael Rivera



Beth & Brent Frerichs



Megan Roach



Josue & Anya Covarrubias



Payton Kinne



Alexis Rose

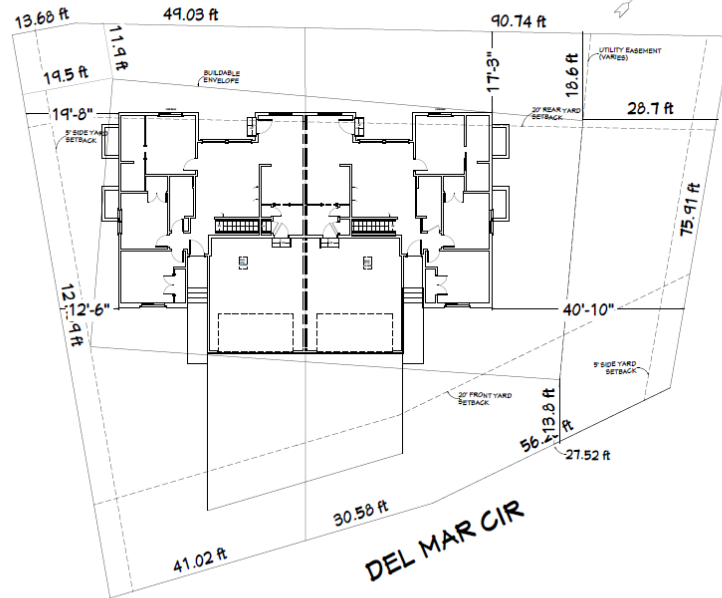


MURRAY CUSTOM HOMES

Address: 1808 AND 1804 DEL MAR CIR
GRAND ISLAND, NE 68803

Legal Description: HORNADY
3RD SUBDIVISION
LOT 1 AND LOT 2

Zoning: R3 - RESIDENTIAL



G.I. DUPLEXES
1808 & 1804

LOT AND BUILDING
SITE

DRAWING PROVIDED BY:

DATE:

11/2/2022

SCALE:

SHEET:





EDC Operating Budget

Community Marketing \$187,080

Community Support:
\$60,500

Prospect
Development:
\$83,200

Website Maintenance:
\$17,200

Video:
\$8,180

Travel:
\$8,500

Professional Fees:
\$9,500

Office \$6,820

Office
Equipment/repairs:
\$2,000

Supplies/software:
\$4,820

Occupancy \$28,400

Rent:
\$18,000

Utilities:
\$0

Telecommunications:
\$4,800

Insurance:
\$4,000

Janitorial:
\$1,600

Administration \$127,700

Staff salaries:
\$104,000

Insurance/retirement:
\$5,700

Conference fees:
\$3,000

Employment taxes:
\$15,000

Thank You

For your dedication to Grand Island.



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item E-8

Public Hearing on Request from Hall County Livestock Improvement Assn. for a Conditional Use Permit to Allow for Temporary Use to Facilitate Rework of CNHI Combines located at 700 East Stolley Park Road

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

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: December 20, 2022

Subject: Request of Hall Co. Livestock Improvement Assn. for Approval of a Conditional Use Permit for the Property at 700 E. Stolley Park Road
This request is to allow for a temporary use of the Beef Barn to accommodate CNHI Industrial for the installation of missing parts for combines previously assembled.

Presenter(s): Craig Lewis, Building Department Director

Background

This request is to again utilize the existing beef barn as a rework site to install missing parts on assembled combines. The proposed site is zoned B-2 General Business, that zoning classification does not allow as a permitted principal use manufacturing. A conditional use permit was approved by the City Council on November 23, 2021 to allow for a temporary use not to exceed six months in developed areas, and expired on April 23, 2022. This request is for an additional permit for a six month period to facilitate the same rework on combines.

Discussion

The proposed request would utilize the existing building to rework the combines and install the missing part from December 20, 2022 through May of 2023. The proposal is to truck or drive 8 to 10 units per day to facilitate the rework.

A conditional use approved by the City Council would allow the use and provides the ability to rework the combines within an enclosed structure.

The Conditional Use approved by the City Council may place additional conditions on the approval if applicable, and allows for neighboring properties to express any concerns. At this location it does not appear the proposed rework has or would have a negative impact on the surrounding neighborhood.

Building and Fire codes will be imposed for the temporary use.

Alternatives

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to the public health, safety, and welfare of the community.
2. Disapprove or Deny the request finding that the proposed use does not conform to the purpose of the zoning regulations.
3. Modify the request to meet the wishes of the Council.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

Recommendation

City Administration recommends that the Council approve this request finding that the request does promote the health, safety, and general welfare of the community, does protect the property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request for a conditional use permit to allow a temporary manufacturing rework use from December 2022 to May 2023 for the building identified as the Beef Barn at 504 E. Stolley Park Road.



Non-Refundable Fee: \$1,000.00
Return by: _____
Council Action on: _____

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Combine Rework – Assembly of Missing Parts
2. The owner(s) of the described property is/are: HALL CO LIVESTOCK IMPROVEMENT ASSN
3. The legal description of the property is: MISCELLANEOUS TRACTS 22-11-9 TO THE CITY OF GRAND ISLAND XC RD XC CITY 2.82 AC SE 1/4 SW 1/4 26.38 AC
4. The address of the property is: 00504 E STOLLEY PARK RD
5. The zoning classification of the property is: B2 GENERAL BUSINESS ZONE
6. Existing improvements on the property is: Buildings, Paving, Lighting
7. The duration of the proposed use is: December 2022 THROUGH May 2023
8. Plans for construction of permanent facility is: No Construction Planned
9. The character of the immediate neighborhood is: R2 Low Density Residential Zone
10. There is hereby attached a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Request is for a conditional use permit to allow for the installation of missing parts on combines. The ongoing parts supply crisis has created a fleet of combines due to missing parts. A summary presentation of CNHI's intended use of the property was previously submitted.

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

11.23.2022
Date
308-382-4515
Phone Number

Chris Kotiak CEO
Owners(s)
700 E Stolley Park Rd
Address
Grand Island NE 68801
City State Zip

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

Names and Addresses: Within 200' of 00504 E STOLLEY PARK RD

Name	Address
CABRERA/JAVIER A	305 STOLLEY PARK RD E
CABRERA/JAVIER A	311 STOLLEY PARK RD E
CABRERA/JAVIER A	317 STOLLEY PARK RD E
ANTONIO MERCADO GONZALEZ/LUIS	323 STOLLEY PARK RD E
MEJIA-PEREZ/MODESTO	405 E STOLLEY PARK RD
MEJIA-PEREZ/MODESTO	411 E STOLLEY PARK RD
KOESTER/JEFFREY L	417 STOLLEY PARK RD E
KOLBET/VIRGINIA D	423 STOLLEY PARK RD E
HERNANDEZ-GARCIA/ISMAEL	429 STOLLEY PARK RD E
Parcel 400222222	2005 KINGSWOOD DR
GARCIA GUTIERREZ/LUIS M	509 STOLLEY PARK RD E
BURSON/DONNA J	515 STOLLEY PARK RD E
KLINGINSMITH/RANDY	521 STOLLEY PARK RD E
HELMER/RUSSELL L & ROSE A	529 STOLLEY PARK RD E
COBLE/JOE & BARBARA	545 STOLLEY PARK RD E
BRUNK/DOUGLAS LEE	1009 E STOLLEY PARK RD





City of Grand Island

Tuesday, December 20, 2022

Council Session

Item E-9

Public Hearing on Acquisition of Utility Easement - 2210 S. Webb Rd (Amerco Real Estate Company)

Council action will take place under Consent Agenda item G-12.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: December 20, 2022

Subject: Acquisition of Utility Easement – 2210 S. Webb Rd – Amerco Real Estate Company

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Statutes state that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. The Utilities Department needs to acquire a twenty (20.0) foot wide easement tract through a part of Lot Five (5), Mayer-Mehring Subdivision, in the City of Grand Island, Hall County, Nebraska.

Discussion

Amerco Real Estate Company has requested a new underground electric service for a new U-Haul Storage building addition located at 2210 S. Webb Road. To accommodate the new service, approximately 300 linear feet of 4” conduit, 430 linear feet of 1/0- three phase cable, and a 75 kva three phase padmount transformer will be installed. The proposed easement will allow the Department to install, access, operate, and maintain the water main and water service infrastructure at this location.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to adopt resolution authorizing the acquisition of a 20 foot wide Utility Easement, in a form approved by legal counsel, from Amerco Real Estate Company over certain real property located at 2210 S. Webb Rd, Grand Island, NE.



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item F-1

#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.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: December 20, 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, 2030 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	by _____
December 16, 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.

§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 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item F-2

#9910 - Consideration of Approving Zoning Change to Property Located at 3553 Prairieview Street Lots 1 and 3 of Prairie Commons Second Subdivision CD Commercial Development Zone to Amended CD Commercial Development Zone (Prairie Commons MOB 2.0)

This item relates to the aforementioned Public Hearing item E-4.

Staff Contact: Chad Nabity

ORDINANCE NO. 9910

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising all of Lots 1, and 3 of Prairie Commons Second Subdivision in Grand Island, Hall County, Nebraska. Located south of Husker Highway between Prairieview Street and U.S. Highway 281 in Grand Island, Nebraska from CD Commercial Development Zone to Amended CD Commercial Development Zone in Grand Island, Hall County, Nebraska as more particularly described below, and directing that such zoning changes and classifications be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on December 7, 2022, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, on December 20, 2022, the City Council held a public hearing on the proposed zoning of such area and all persons who desired to speak were heard and any comments were made a part of the record. NOW THEREFORE,

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

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

Approved as to Form	by _____
December 16, 2022	City Attorney

ORDINANCE NO. 9910 (Cont.)

A. The proposed changes to the zoning from CD Commercial Development Zone Amended CD Commercial Development Zone are consistent with the Future Land Use Map of the City of Grand Island.

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

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

CD COMMERCIAL DEVELOPMENT ZONE:

LOTS 1 AND 3 OF PRAIRIE COMMONS SECOND SUBDIVISION

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

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

SECTION 5. That this ordinance shall be in force and take effect from and after its passage and publication, at the later of within fifteen days in one issue of the Grand Island Independent as provided by law, or upon filing of the Conestoga Mall Ninth Subdivision Plat with the Hall County Register of Deeds.

ORDINANCE NO. 9910 (Cont.)

Enacted: December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item F-3

#9911 - Consideration of Approving Zoning Change to Property Located at 1510 E 7th Street Lot 2 of Sanchez Subdivision and Adjoining right of way to the center of the dedicated streets from R2 Low Density Residential to R3-SL Medium Density Residential Small Lot. (Edy and Nancy Hernandez)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9911

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising lots 2 of Sanchez Subdivision and one half of the adjoining right of way for 7th Street and Congdon Avenue in Grand Island, Hall County, Nebraska. Located north of 7th Street and east of Congdon Avenue in Grand Island, Nebraska from R2 Low Density Residential Zone to R3-SL Medium Density Small Lot Residential Zone in Grand Island, Hall County, Nebraska as more particularly described below, and directing that such zoning changes and classifications be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on December 7, 2022, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, on December 20, 2022, the City Council held a public hearing on the proposed zoning of such area and all persons who desired to speak were heard and any comments were made a part of the record. NOW THEREFORE,

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

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

A. The proposed changes of zoning from R2 Low Density Residential Zone to R3-SL Medium Density Small Lot Residential Zone is generally consistent with the Future Land Use Map of the City of Grand Island.

Approved as to Form	by _____
December 16, 2022	City Attorney

ORDINANCE NO. 9911 (Cont.)

- B. The proposed change of zoning from R2 Low Density Residential Zone to R3-SL Medium Density Small Lot Residential Zone is consistent with existing uses in the area.

SECTION 2. The following tract of land is hereby rezoned and reclassified and changed from R2 Low Density Residential Zone to R3-SL Medium Density Small Lot Residential Zone

Lot 2 of Sanchez Subdivision and one half of the adjoining right of way for Congdon Avenue and 7th Street in Grand Island, Hall County, Nebraska.

SECTION 3. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance and that the approved development plan be kept in the records of the Hall County Regional Planning Department.

SECTION 4. That 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 as provided by law.

Enacted: December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item F-4

#9912 - Consideration of Revision of Chapter 35 of the Grand Island City Code Relative to Water

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Craig Lewis, Building Department Director
Laura McAloon, City Attorney

Meeting: December 20, 2022

Subject: Ordinance #9912 – Consideration of Revisions to
Chapter 35 of the City Code - Water

Presenter(s): Timothy Luchsinger, Utilities Director

Background

During this year's budget hearings, it was discussed that the Utilities Department assume ownership and maintenance of the water service lines in the City right of way. This would provide an equitable basis for property owners needing to replace water services and allow timely repairs to avoid damage to infrastructure in the right of way. Based on feedback from the Council, this recommendation was included in the current Water Utility budget and the following changes to City Code are proposed.

Discussion

The proposed City Code changes to Chapter 35 – Water include revisions to applicable sections of the code that provide for the Utilities Department to assume ownership and maintenance of the portion of established water services to single dwelling residential properties including the corporation stop, attached to the water main, to the curb stop, located near the property line at the street right of way. Changes also include clarification to the allowed operation of valving for the water services.

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 Ordinance #9912 relative to revisions of the City Code, Chapter 35 - Water.

Sample Motion

Move to approve Ordinance #9912 relative to revisions of the City Code Chapter 35 - Water.

ORDINANCE NO. 9912

An ordinance to amend Chapter 35 of Grand Island City Code, Sections 35-4, 35-5, 35-7-35-16, 35-34, 35-41, 35-43, and 35-54; and 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. That Chapter 35 of the Grand Island City Code shall be modified to read as follows:

Article I. In General

§35-4. Water Service; Order Required

The Utilities Director shall not order water to be supplied into any location, whether new or existing construction, until the water system to be served has been inspected and approved by the Grand Island Building Department.

Service Pipes 2" and Smaller: Water will not be supplied into any location except upon the order of the Utilities Director, and plumbers are prohibited from turning the water into any service pipe for testing, construction, or maintenance, or turn on purposes except on the order of the ~~Utilities Director;~~ Utilities or Building Departments ~~provided, that this rule shall not be construed to prevent licensed plumbers from admitting water to test pipes, but for that purpose only.~~

Service Pipes 3" and Larger: Water will not be supplied into any location except upon the order of the Utilities Director, and plumbers are prohibited from turning the water into any service pipe. Only the Utilities Department has the authority to put water into any service pipe for testing, construction, maintenance, or turn on purposes;

~~The Utilities Director shall not order water to be supplied into any location, whether new or existing construction, until the water system to be served has been inspected and approved by the Grand Island Building Department.~~

When water has been turned off from any consumer, the consumer shall not turn it on or permit it to be turned on without the written consent of the Utilities Director.

§35-5. Service Pipes; Specifications; Laying

A service pipe shall be defined as a private service, tapped off of a public water main, feeding a single lot or single entity/tenant.

Either copper or ductile iron pipe may be used at the option of the consumer. Copper service pipe shall be at least one-eighth inch larger in diameter than the tap through which it is supplied. ~~All piping shall sustain a pressure of not less than two hundred pounds per square inch (200 psi).~~ All piping associated with fire protection shall conform to the testing and flushing requirements of the adopted version of the National Fire Protection Association (NFPA 24). All other piping shall be tested and flushed per the adopted version of the adopted Plumbing Code and/or the discretion of the Building Department.

Approved as to Form	<input type="checkbox"/>	_____
December 14, 2022	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9912 (Cont.)

All service pipes shall be laid under the surface of the ground with no less than five feet of earth cover, and in all cases shall be so protected as to prevent rupture by freezing unless otherwise authorized by the Grand Island Utilities Department.

In all cases, water service pipes, two inch or smaller in diameter, shall be of copper pipe between the water main and water meter. All new service pipe laid between the water main and the curb stop at the property line shall be built of continuous construction without joints, unions, or splices; ~~however~~however, two inch pipe may be installed with soldered joints or compression fittings.

All piping shall meet the following specifications:

Specifications for Copper Pipe:

Copper pipe shall be Type K, cold drawn to size and of the proper bending temper and shall be made from phosphorized copper completely deoxidized and have a purity of at least ninety-nine and nine-tenths percent copper.

Copper pipe shall have the following dimensions:

Nominal Size in Inches	Wall Thickness In Inches	Pounds/ Lineal Foot	Outside Diameter In Inches
3/4	.065	.641	.875
1	.065	.839	1.125
1 1/4	.065	1.04	1.375
1 1/2	.072	1.36	1.625
2	.083	2.06	2.125

In all cases, service pipes larger than two inches in diameter which are laid between the water main in the street and the ~~valve at the property line~~ backflow device shall be of pressure class 350 ductile iron, either mechanical joint or slip joint pipe. This shall be built and laid to withstand a pressure of 200 psi and ~~shall conform to the standard specifications as recommended by the American Water Works Association for ductile iron pipe.~~ must conform to City of Grand Island Division VI Specifications and Standards, the Plumbing Code adopted by the City of Grand Island, or current AWWA standards; whichever is most restrictive.

§35-7. New Service Pipes; Cost and Installation

~~The City shall furnish and install two inch and smaller water service pipe from the water main in the street to within six inches of the property line, at the expense of the consumer, and such service pipe shall include the corporation stop, pipe, curb stop, and stop box, and such installation shall include all labor of excavating and laying the same. The cost of the same shall be paid in advance to the Utilities Department before any work is done. In the event any expense is incurred by the City which exceeds the amount so paid, such additional expense shall be paid by the person responsible therefor before water is supplied to such consumer. All costs for furnishing and installing service piping larger than two inches shall be by the consumer.~~

For Single Family Residential Services: The customer is responsible for all costs of the new service installation. This includes the Utility tapping fee, any outstanding assessment fees, Building Department and/or Utilities Department Fees, and all material and labor construction costs. All new service piping on the customer side of the curb stop must be installed under the supervision of a Contracting Plumber licensed within the jurisdiction. All new service piping from the water main up to, and including, the curb stop may be installed under the oversight of the Utilities Department or a Contracting Plumber. Once installed, and a meter release has been issued, the Utilities Department will take ownership of all components from the water main up to, and including, the curb stop. The customer will retain ownership and maintenance responsibility of all components from the curb stop up to, and including all facilities on their property.

For Commercial, Industrial, and Multi-Family Services: The customer is responsible for all costs of the new service installation. This includes the Utility tapping fee, any outstanding assessment fees, Building Department and Utilities Department and/or Utility Engineering Fees, and all material and labor construction costs. All new service piping on the customer side of the curb stop, or private line valve, must be installed under the supervision of

~~a Contracting Plumber licensed within the jurisdiction, with the exception of service work performed in the right of way as part of a water main construction project. All new service piping 4" and larger may be installed by Utility Personnel, Utility Contractors, or a Contracting Plumber. The customer will retain ownership and maintenance responsibility of all components from the water main up to, and including, all facilities on their property. Looped fire mains will not be allowed unless given a written exception by the Utilities Director.~~

§35-8. Excavations In Paved Streets

~~Whenever it shall be necessary to cut into, excavate in, bore in, or remove any portion of the paving in any street in the City to serve any lot with water, or to repair or relay any service pipe connecting any water main with any lot, a Right-Of-Way work permit must first be obtained from the Public Works Department of the City of Grand Island. the consent of the Utilities Director shall be first secured and the paving shall be restored to its former condition. The expense of cutting into, removing, and restoring the pavement shall be paid in advance by the owner of the lot to the Utilities Department. The work of removing and restoring any street pavement for any such purpose shall be by or under the supervision, control, and direction of the Public Works Director and in accordance with the provisions of this Code and any other specifications of the City regulating paving.~~

§35-9. Refilling Excavations

~~After service pipes are laid, in refilling the opening, the earth shall be backfilled and compacted per City of Grand Island specifications laid in layers of not more than nine inches in depth and each layer thoroughly tamped and settled with water. Density tests shall be conducted for each vertical lift of compacted material placed conducted by an independent testing laboratory to certify compaction of at least 95% of maximum density within the public right of way and submitted to the City before acceptance of the project.~~ The streets, sidewalks, and pavements shall be restored to as good condition as before the excavation, and all dirt, stones or rubbish shall be removed immediately after completing the work. Should an excavation in any street, alley, or highway be left open or unfinished for the space of twenty-four hours, or should such work be improperly done or should any rubbish not be removed, the Utilities Director shall have the right to finish or correct the work, and the expense incurred shall be charged to and paid by the person responsible for such work, and shall be paid before water is supplied

§35-10. Curb Stops; Stop Boxes

Unless otherwise permitted, curb stops ~~shall~~ will be placed in the service pipe, in City ROW or a Public Utility Easement, and within six inches of the property/easement line, or as directed by the Utilities or Building Department, and Must be ~~and~~ protected by a valve box reaching from the top of the curb stop to the surface of the ground, of suitable size to admit a valve key for turning on and off the stop, and with a cast iron cover, having the ~~letter~~ word "Water" marked thereon, visible and even with the pavement, sidewalk or top of the ground. The valve box shall be kept closed and in good repair by the water consumer. In case a consumer refuses to keep the valve box in good condition, the Utilities Department shall put the same in good order, at the expense of the owner of the premises.

§35-11. Tapping Mains or Distributing Pipes

No ~~person~~ entity except ~~by direction of the Utilities Director~~ Grand Island Utilities Department will be permitted, under any circumstances, to tap the water mains ~~or distributing pipe or distributing pipes,~~ or install corporation stops or appurtenances thereon. All pipes shall, in all cases, be tapped at the two o'clock position or at level, and not in any case nearer than fifteen inches of either end of the pipe, nor nearer than two feet to any other tap.

§35-12. Repairs and Maintenance

All single family residential customers, as defined by the building code adopted by the City of Grand Island, assume ownership and repair/maintenance costs of the entire service line between the water main curb stop and their dwelling including the corporation stop, the piping, curb stop, valve boxes, meter, and backflow device. The Utilities Department will assume ownership from the water main up to, and including, the curb stop.

All commercial/industrial/multi-family entities, as defined by the building code adopted by the City of Grand Island, assume ownership and repair/maintenance costs of the entire service line and fire line from the water main to their property and all materials on their property including the isolation valves, private line valves, fire hydrants, valve boxes, and, piping, meter(s), and backflow device(s).

All persons taking city water shall keep the service pipes, ~~curb stops~~, meters, ~~valves, valve boxes~~, and other apparatus in good working order and repair, and protect the same from frost at their own risk and expense. Leaking service pipes, ~~curb stops, corporation stops, valves~~, and other water service appurtenances shall be repaired in a timely manner by the consumer at the consumer's expense. Equipment not in good working order shall be replaced or repaired by the consumer at the consumer's expense. The Utilities Department shall have the right to operate the curb stops and/or valves at any time deemed necessary by the Utilities Director. The City shall not be responsible for any damage to or damage caused by failure of the customer's service pipe, corporation stops, curb stops, valves, or any other appurtenances of the water service, unless caused by gross negligence or intentional acts by the City or its employees or agents.

§35-13. Exposure of Water Pipes to Frost

No person shall dig up or uncover so as to expose to the frost, any water pipe of the city, except under the direction of the Utilities Director. All exposed water main must be protected from freezing by the use of insulating blankets or other approved methods whenever the temperature is below 40 degrees Fahrenheit.

§35-14. ~~Public~~ Fire Hydrants for ~~Public~~ Use

All hydrants erected in the City for the purpose of extinguishing fire are hereby declared to be for public hydrants use. It shall be unlawful for anyone but authorized persons to obstruct a public hydrant, open any of such hydrants, attempt to draw water from the same, or in any manner interfere with the same. For purposes of this section, authorized persons shall mean members of the Fire Department, and then only for the use and purpose of the Fire Department, or persons specially authorized by the City or the Utilities Director, and then only in the exercise of the authority delegated by the City or Utilities Director. ~~Maintenance of hydrants~~ Hydrants not located in public right-of-way or public easements shall be the responsibility of the property owner. ~~Maintenance to maintain, which includes an annual inspection which can be completed by either the Grand Island Utilities Department or by a Contractor at the expense of the customer. The Grand Island Utilities Department fee will be published annually on the City Fee Schedule.~~

~~§35-15. House Boilers~~

35-15

Reserved

~~All house boilers shall be constructed with one or more air holes near the top of the inlet pipe, and shall be sufficiently strong to bear the pressure of the atmosphere under the vacuum, and shall have an approved backflow preventer between the service pipe and the boiler. The valves and other appurtenances shall be sufficiently strong to bear the pressure of water in the mains.~~

§35-16. Use of Water for Construction Purposes

The Utilities Director shall have the authority to issue permits for the use of water for building and construction purposes. The regular charge shall be paid as though the water was taken by regular customer service. Temporary water meters and backflow devices will be provided by the Utilities Department upon request of service. Only the Grand Island Utilities Department shall be allowed to install, remove, or relocate temporary water meters. The customer is responsible for the protection of the device, including physical damage and freezing, during usage.

Article III. Mains Constructed By Private Parties

§35-34. Water Mains; Department Standards

A water main shall be defined as an extension of the publicly maintained water system, which services at least two independent lots and at least two independent entities/tenants. The design and construction of all water mains connected, either directly or indirectly, by private persons or entities, to the existing City water system shall

meet all standards and specifications established by the Grand Island Utilities Department ~~and/or plumbing codes as adopted by the City of Grand Island, and AWWA standards and specifications, whichever is most restrictive.~~

§35-41. Service Pipes

~~Private persons or entities may furnish and install water service pipes to within six inches of private property lines; provided, only the Utilities Department will be permitted to tap the water mains or distribution pipes or install corporation stops or appurtenances as required.~~

Article IV. Temporary Service And Abandonment

§35-43. Abandonment of Service Pipes

All persons abandoning any water service pipe shall have a licensed plumber turn off the line at the water main tap ~~and All services 1.5" and smaller shall be cut and crimped the service pipe as close as possible to, not to exceed one foot from, the tap or have a sweated cap installed depending on the discretion of the City. All 2" services should be cut within a foot of the main and a cap should be sweated on the remaining stub. All services 3" and greater shall be abandoned based at the direction of the Utilities Department.~~ The Utilities Department shall be notified whenever a service pipe is abandoned and shall be permitted to inspect and approve all work done in connection with such abandonment. Any person failing to abandon a service pipe in compliance with this section shall be guilty of a violation of the Grand Island City Code and shall pay the Utilities Department for the costs of properly shutting off, closing or crimping any abandoned service pipe and shall be liable for any damages to municipal property caused by the improperly abandoned service pipe. The Utilities Director may approve alternate means of closing and abandoning service pipes upon request if the foregoing procedure is impractical.

§35-54. Backflow Prevention; Penal Provision; Violation; Penalty

Any person who violates any of the prohibitions or provisions of this ordinance, or who modifies plumbing or backflow preventers so as to defeat the protection against backflow, shall be deemed guilty of a misdemeanor ~~and/or disconnection of water service.~~ A new violation shall be deemed to have been committed each day of such failure to comply.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted: December 20, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-1

Approving Minutes of December 6, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 6, 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 December 6, 2022. Notice of the meeting was given in *The Grand Island Independent* on November 30, 2022.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Justin Scott, Michelle Fitzke, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, Mitch Nickerson and Chuck Haase. Councilmember Mark Stelk was 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 Bill Pavuk, St. Pauls Lutheran Church, 1515 South Harrison Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of the Central Catholic Volleyball Team State Championship. The Mayor and City Council recognized 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

Recognition of Service of Councilmember Vaughn Minton. Mayor Steele presented Councilmember Vaughn Minton with a plaque and recognized his service to the community as Councilmember for Ward 1.

Recognition of Service of Councilmember Justin Scott. Mayor Steele presented Councilmember Justin Scott with a plaque and recognized his service to the community as Councilmember for Ward 5.

Recognition of Service of City Administrator Jerry Janulewicz. Mayor Steele presented City Administrator Jerry Janulewicz with a plaque and recognized his service to the community as City Administrator.

SPECIAL ITEMS:

Approving Minutes of November 22, 2022 City Council Regular Meeting: Motion by Paulick, second by Scott to approve the minutes of the November 22, 2022 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

Approving Payment of Claims for the Period of November 23, 2022 through December 6, 2022. Motion by Minton, second by Nickerson to approve the payment of claims for the period of November 23, 2022 through December 6, 2022 for a total amount of \$5,277,415.75. Upon roll call vote, all voted aye. Motion adopted.

Acceptance of Election Certificate: Motion by Guzinski, second by Paulick to accept the Election Certificate for the November 8, 2022 General Election. Upon roll call vote, all voted aye. Motion adopted.

Comments by Outgoing Elected Official Councilmembers Vaughn Minton and Justin Scott and City Administrator Jerry Janulewicz: Councilmembers Minton and Scott thanked the people of Ward 1 and Ward 5 respectively as did Jerry Janulewicz as City Administrator.

Recess: Council recessed at 7:25 p.m. and reconvened at 7:31 p.m.

Administration of Oath to Newly Elected Mayor and Councilmembers: City Clerk RaNae Edwards administered the Oath of Office to elected Mayor Roger G. Steele. Ms. Edwards then administered the Oath of Office to newly elected Councilmembers Jack Sheard – Ward 1 and Doug Lanfear – Ward 5 and returning Councilmember's Maggie Mendoza – Ward 2, Jason Conley – Ward 3, and Mitchell Nickerson – Ward 4.

Seating of Newly Elected Councilmembers followed by Roll Call: The following members were present: Mayor Roger G. Steele, Councilmembers Maggie Mendoza, Bethany Guzinski, Chuck Haase, Jack Sheard, Mike Paulick, Michelle Fitzke, Mitch Nickerson, Doug Lanfear and Jason Conley. Councilmember Mark Stelk was absent.

Comments by Newly Elected Officials:

Councilmember's Jack Sheard, Maggie Mendoza, Jason Conley, Mitch Nickerson and Doug Lanfear each thanked the citizens of Grand Island for the opportunity to represent them. They also thanked their families, friends and looked forward to moving forward.

Election of City Council President: City Clerk RaNae Edwards reported that the City Council was required to elect one Councilmember to the office of Council President for a term of one year and that the Council President automatically assumed the duties of the Mayor in the event that the Mayor was absent or otherwise unable to fulfill his 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 prepared and distributed ballots.

Councilmember Fitzke nominated Councilmember Paulick. Councilmember Haase moved that nominations cease, second by Councilmember Lanfear. Upon roll call vote, all voted aye.

City Clerk RaNae Edwards called for the ballot. It was reported that Councilmember Paulick had received 9 votes. Mayor Steele declared Councilmember Paulick the new Council President for 2023.

PUBLIC HEARINGS:

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. Regional Planning Director Chad Nabity reported that Staff was recommending amendments to the future land use map for the city Grand Island for the area around the Conestoga Mall. The proposed changes were 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 allowed housing uses. The property on the east side of Webb Road was developed and planned for housing. These changes would facilitate the redevelopment of this property. No public testimony was heard.

ORDINANCES:

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

#9908 - Consideration of Approving Economic Development Program Renewal

#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 was pulled from the agenda.)

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

#9908 - Consideration of Approving Economic Development Program Renewal

Finance Director Patrick Brown reported that the Economic Development Plan (LB 840) was passed at the November 8, 2022 General Election thereby continuing the program for another 10 years beginning on October 1, 2023. 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. Staff recommended approval.

Economic Development President Mary Beerlie, 123 No. Locust Street thanked the Council for their support.

Motion by Haase, second by Nickerson to approve Ordinances #9908.

City Clerk: Ordinance #9908 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 #9908 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9908 is declared to be lawfully adopted upon publication as required by law.

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

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.

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

#2022-343 - Approving Change Order No. 2 for North Road Paving Improvements; Project No. 2019-P-5 (Phase II) with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$47,179.60 and a Revised Contract Amount of \$3,370,464.90.

#2022-344 - Approving Safety Glass Contract for Utilities, Public Works, and Parks Employees for 2023-26 with Heartland Optical of Lincoln, Nebraska.

#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.

#2022-346 - Approving Preliminary and Final Plat and Subdivision Agreement for Community College Second Subdivision. It was noted that Central Community College, owner, had submitted the Preliminary and Final Plat and Subdivision Agreement for Community College Second Subdivision located north of Husker Highway and east of U.S. Highway 281 for the purpose of creating 7 lots on 29.26 Acres.

RESOLUTIONS:

#2022-347 - Consideration of Approving Appointment of RaNae Edwards, MMC as City Clerk. Mayor Steele reported he was submitting the appointment of RaNae Edwards MMC as City Clerk to coincide with the Mayor’s term of office.

Motion by Paulick, second by Haase to approve Resolution #2022-347. Upon roll call vote, all voted aye. Motion adopted.

#2022-348 - Consideration of Approving Appointment of Patrick Brown as Treasurer/Finance Director. Mayor Steele reported he was submitting the appointment of Patrick Brown as City Finance Director to coincide with the Mayor's term of office.

Motion by Guzinski, second by Conley to approve Resolution #2022-348. Upon roll call vote, all voted aye. Motion adopted.

#2022-349 - Consideration of Approving Appointment of Laura McAloon as City Administrator. Mayor Steele reported he was submitting the appointment of Laura McAloon as City Administrator to coincide with the Mayor's term of office. He read the background information that was included in the packet.

Concerns were made by Council regarding the need for a candidate search, salary, and experience as a City Administrator.

Motion by Haase, second by Guzinski to deny Resolution #2022-349. Upon roll call vote, Councilmembers Lanfear, Nickerson, Sheard, Haase, Guzinski, and Mendoza voted aye. Councilmembers Conley, Fitzke, and Paulick vote no. Motion adopted.

#2022-350 - Consideration of Approving Appointment of Shannon Callahan as Street Superintendent. Mayor Steele reported he was submitting the appointment of Shannon Callahan as Street Superintendent until the end of Calendar Year 2023.

Motion by Sheard, second by Guzinski to approve Resolution #2022-350. Upon roll call vote, all voted aye. Motion adopted.

#2022-351 - Consideration of Approving 4th Business Area, Business Improvement District Boundary and Initial Board. Rashad Moxey, Planner I reported that business and property owners expressed an interest to form a new business improvement district along the 4th Street corridor from Eddy Street to Sycamore Street and was 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.

City Administration recommended 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

Motion by Paulick, second by Lanfear to approve Resolution #2022-351. Upon roll call vote, all voted aye. Motion adopted.

#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 was pulled from the agenda.)

ADJOURNMENT: The meeting was adjourned at 8:38 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-2

Approving Councilmembers Appointments to Boards and Commissions

Staff Contact: Mayor Roger Steele

Council Agenda Memo

From: Mayor Roger G. Steele

Meeting: December 20, 2022

Subject: Approving Councilmember Appointments to Boards and Commissions for 2023

Presenter(s): Mayor Roger G. Steele

Background

It is customary each year for the Mayor to recommend appointments of Councilmember's to represent the City on various Boards and Commissions.

Discussion

The following appointments have been submitted by the Mayor for approval. These appointments will become effective January 1, 2023 and will expire on December 31, 2023:

Animal Advisory Board:	Bethany Guzinski
Building Code Advisory:	Doug Lanfear
Central District Health Board (<i>Term of 3 years</i>)	Chuck Haase
Central NE Humane Society:	Doug Lanfear
Citizen Advisory Review Committee:	Mike Paulick
Community Redevelopment Authority:	Mitch Nickerson
Emergency Management/Communications:	Jason Conley Michelle Fitzke
Entitlement Stakeholders Committee:	Michelle Fitzke
Firefighters Pension Committee:	Chuck Haase
Fonner Park BID 2013: (<i>So. Locust – Stolley to Fonner</i>)	Maggie Mendoza
Grand Generation Board:	Mark Stelk

Heartland Events Center Board:	Mark Stelk
Law Enforcement Co-Location Committee:	Jack Sheard
Library Board:	Mitch Nickerson
Metropolitan Planning Organization Policy Board:	Bethany Guzinski Doug Lanfear Jack Sheard
Police Pension Committee:	Chuck Haase
Problem Resolution Team:	Mike Paulick Jack Sheard
Railside BID:	Jason Conley
Regional Planning Commission:	Mark Stelk
South Locust Street BID 2013: <i>(So. Locust – Hwy 34 to Stolley)</i>	Maggie Mendoza
Systems Information Advisory Committee: <i>(City/County)</i>	Maggie Mendoza

Alternatives

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

1. Move to approve the appointments of Councilmember's to Board and Commissions
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 recommendation of the Mayor.

Sample Motion

Move to approve the appointments of Councilmember's to the Boards and Commissions for 2023 as recommended by the Mayor.



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-3

Approving Curtis Dill to the Fonner Park Business Improvement District Board

Mayor Steele has submitted the appointment of Curtis Dill to the Fonner Park Business Improvement District board to replace Tammy Slater. This appointment would become effective immediately upon approval by the City Council and expire on February 28, 2023.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-4

Approving Re-Appointments to the Electrical Board

The following individuals have expressed their willingness to serve on the City of Grand Island Electrical Board for the year 2023. Shawn Messersmith, Master Electrician; Kent Sundberg, Journeyman Electrician; Scott Bauer, Utility Department Representative; Terry Klanecky, General Public Representative; Kurt Griess and Craig Lewis, Building Department as Ex-Officio members. The above recommendations are made in compliance with the Grand Island City Code. These appointments would become effective January 1, 2023 upon approval by the City Council and would expire on December 31, 2023.

Staff Contact: Mayor Roger Steele



Working Together for a
Better Tomorrow. Today.

DATE: December 13, 2022
 TO: Mayor Steele and City Council
 FROM: Craig A. Lewis, Building Department Director *CA*
 RE: Appointments to the Electrical Board

The following individuals have been contacted and have indicated their willingness to serve on the Electrical Board of the City of Grand Island for the year 2023.

<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
Master Electrician	Shawn Messersmith 3566 Hillside Drive Grand Island NE 68803	Messersmith Electric
Journeyman Electrician	Kent Sundberg 605 G St Aurora NE 68818	Middleton Electric
Utility Department	Scott Bauer 1005 S D Road Phillips NE 68865	City of G. I.
General Public	Terry Klanecky 2116 Topeka Circle Grand Island, NE 68803	Crescent Electric
Building Inspection (Ex-Officio)	Kurt Griess 100 E 1 st St Grand Island NE 68801	City of Grand Island Building Department
Building Inspection (Ex-Officio)	Craig Lewis 100 E 1 st St Grand Island, NE 68801	City of Grand Island Building Department

The above recommendations are made in compliance with the Grand Island Electrical Code and are contingent upon approval of the Mayor and the City Council.

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
 (308) 385-5325 • FAX: 385-5423 • www.grand-island.com



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-5

Approving Re-Appointments to the Mechanical Examining Board

The following individuals have expressed their willingness to serve on the City of Grand Island Mechanical Examining Board for the year 2023. Luke Choyeski, Local Gas Company Representative; Greg Geis, Contracting Mechanical; Rob Kayl, Master Mechanical; Mike Myers, Master Mechanical; Todd Bredthauer, Journeyman Mechanical; Greg Carter, Community Member; Charles Taylor and Craig Lewis, Building Department as Ex-Officio members. The above recommendations are made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2023 upon approval by the City Council and would expire on December 31, 2023.

Staff Contact: Mayor Roger Steele



*Working Together for a
Better Tomorrow. Today.*

DATE: December 14, 2022

TO: Mayor Steele and City Council

FROM: Craig A. Lewis, Building Department Director *CA*

RE: Appointment to the Mechanical Examining Board

The following men have been contacted and have indicated their willingness to serve on the Mechanical Examining Board of the City of Grand Island for the year 2023.

<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
Local Gas Company	Luke Choyeski 1023 E 25th St Kearney NE 68847	Northwestern
Contracting Mechanical	Greg Geis 1415 S Webb Rd Grand Island NE 68803	Island Indoor Climate
Master Mechanical	Rob Kayl 11325 S Stuhr Rd Doniphan NE 68832	Kayl Heating & AC
Master Mechanical	Mike Myers 318 E Capital Ave Grand Island NE 68801	Myers Heating & Air
Journeyman Mechanical	Todd Bredthauer PO Box 484 Grand Island NE 68802	Jerry's Sheet Metal
Community Member	Greg Carter 8587 W Wood River Rd Wood River NE 68883	Winnelson
Building Department (Ex-Officio)	Charles Taylor 100 E 1 st St Grand Island NE 68801	City of Grand Island Building Department
Building Inspection (Ex-Officio)	Craig Lewis 100 E 1 st St Grand Island NE 68801	City of Grand Island Building Department

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City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-6

Approving Re-Appointments to the Plumbing Board

The following individuals have expressed their willingness to serve on the City of Grand Island Plumbing Board: Russ Shaw, Master Plumber; Jeremy Collinson, representing the Central District Health Department; David Scoggins and Craig Lewis representing the Building Department - Ex Officio's. The above recommendations are made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2023 upon approval by the City Council and would expire on December 31, 2024.

Staff Contact: Mayor Roger Steele



Working Together for a
Better Tomorrow. Today.

DATE: December 14, 2022
 TO: Mayor Steele and City Council
 FROM: Craig A. Lewis, Building Department Director *AL*
 RE: Appointments to the Plumbing Board

The following people have been contacted and have indicated their willingness to serve on the Plumbing Board of the City of Grand Island for a two-year term expiring December 31, 2024.

<u>Term</u>	<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
2 yr. 23-24	Master Plumber	Russ Shaw 4375 N 60 th Rd Grand Island, NE 68803	Shaw Enterprises
2 yr. 23-24	Master Plumber	Vacant - Pending City Code Change	
2 yr. 23-24	Health Department	Jeremy Collinson 1137 S Locust St Grand Island, NE 68801	Central District Health Department
	Building Inspection (Ex-Officio)	David Scoggins 100 E 1 st St Grand Island, NE 68801	City of G. I. Building Department
	Building Inspection (Ex-Officio)	Craig Lewis 100 E 1 st St Grand Island, NE 68801	City of G. I. Building Department

The above recommendations are made in compliance with the Grand Island Plumbing Code and are contingent upon approval of the Mayor and the City Council.



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-7

#2022-353 - Approving Request from Burgos Queen Mexican Food, LLC dba Burgos Queen Mexican Food, 2610 South Locust Street for a Class "C" Liquor License and Liquor Manager Designation for Bibiana Burgos, 2513 Central Avenue, Kearney, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2022-353

WHEREAS, an application was filed by Burgos Queen Mexican Food, LLC dba Burgos Queen Mexican Food, 2610 S. Locust Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on December 10, 2022; such publication cost being \$34.80; and

WHEREAS, a public hearing was held on December 20, 2022 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Bibiana Burgos, 2513 Central Avenue, Kearney, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-8

#2022-354 - Approving Request from La Jaula Restaurant, LLC dba La Jaula Restaurant, 613 East 4th Street for a Class "CK" Liquor License and Liquor Manager Designation for Nancy Avitia Huerta, 407 West 9th Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2022-354

WHEREAS, an application was filed by La Jaula Restaurant, LLC dba La Jaula Restaurant, 613 East 4th Street for a Class "CK" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on December 10, 2022; such publication cost being \$34.40; and

WHEREAS, a public hearing was held on December 20, 2022 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Nancy Avitia Huerta, 407 West 9th Street, Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-9

#2022-355 - Approving Certificate of Final Completion for North Road Paving Improvements; Project No. 2019-P-5 (Phase I & II) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: December 20, 2022

Subject: Approving Certificate of Final Completion for North Road Paving Improvements; Project No. 2019-P-5 (Phase I & II) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$3,335,787.35 contract by the City Council on March 10, 2020, via Resolution No. 2020-57, for the North Road Paving Improvements; Project No. 2019-P-5 (Phase I) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11.

On September 8, 2020, via Resolution No 2020-217, City Council approved Change Order No. 1, in the amount of \$14,799.00 to rectify quantities and allow for sprinkler repairs within the project.

The Diamond Engineering Company was also awarded a \$3,282,035.30 contract by the City Council on January 26, 2021, via Resolution No. 2021-17 for North Road Paving Improvements; Project No. 20219-P-5 (Phase II).

On August 10, 2021, via Resolution No. 2021-198, City Council approved Change Order No. 1 for Phase II in the amount of \$41,250.00 to address unsuitable soil. The Public Works Director executed Change Order No. 2 in the amount of \$47,179.60 to rectify quantities and account for the additional work necessary to establish grass in the project area. Change Order No. 2 as subsequently presented to City Council for ratification.

Discussion

The Project has been completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction was completed at a total cost of \$3,231,545.10 for Phase I and a total cost of \$3,370,464.79 for Phase II. The City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for the Project, certifying that The Diamond Engineering Company of Grand

Island, Nebraska has completed the work required by the contract at a total cost of \$6,602,009.89

Additional project costs incurred by the City (detailed below) totaled \$1,870,092.94 for a final Project cost of \$8,472,102.83.

JEO Consulting Group, Inc.- Engineering	\$ 1,708,450.00
Grand Island Independent- Advertising	\$ 424.41
City of Grand Island Public Works- Engineering Services	\$ 94,086.98
Hall County Register of Deeds- Filing Fees	\$ 314.00
Right-of-Way & Easement Acquisitions	\$ 62,961.29
Grand Island Utilities- Spectrum Temp Pole	\$ 1,251.79
AT Conference- phone conference	\$ 7.93
G-Rain Lawn Care- hydro seeding	\$ 1,896.54
GI Abstract- Title Search	\$ 100.00
Hall County Dept of Roads- Section Corners	\$ 600.00
Additional Project Costs	\$1,870,092.94

Alternatives

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

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

Recommendation

City Administration recommends that the Council confirm the Certificate of Final Completion for North Road Paving Improvements; Project No. 2019-P-5 (Phase I & II) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11 and accept the Project as complete.

Sample Motion

Move to approve the resolution confirming the Certificate of Final Completion and accepting North Road Paving Improvements; Project No. 2019-P-5 (Phase I & II) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

North Road Paving Improvements; Project No. 2019-P-5 (Phase I & II) and
2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11
CITY OF GRAND ISLAND, NEBRASKA
December 6, 2022

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

This is to certify that North Road Paving Improvements; Project No. 2019-P-5 (Phase I & II) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated March 16, 2020 and February 1, 2021, respectively. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

North Road Paving Improvements; Project No. 2019-P-5 (Phase I & II) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11

2019-P-5 Phase I-					
Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
General Items, Paving, Removals, Excluding Utilities Bid Section "A"-					
1	Mobilization	1.00	LS	\$ 135,000.00	\$135,000.00
2	Clearing and Grubbing	1.00	LS	\$ 12,500.00	\$12,500.00
3	Earthwork, Embankment Established Quantity	7,600.00	CY	\$ 21.00	\$159,600.00
4	Subgrade Preparation	26,839.00	SY	\$ 1.00	\$26,839.00
5	Granular Foudnation Course	160.00	TONS	\$ 19.00	\$3,040.00
6	8" Concrete Pavement	21,041.00	SY	\$ 50.25	\$1,057,310.25
7	8" Colored Imprinted Concrete Pavement	574.00	SY	\$ 103.00	\$59,122.00
8	8" Concrete Driveway	1,897.00	SY	\$ 60.00	\$113,820.00
9	6" Concrete Driveway	1,709.00	SY	\$ 52.00	\$88,868.00
10	5" Concrete Sidewalk	27,198.00	SF	\$ 6.00	\$163,188.00
11	6" Pavement	1,554.00	SY	\$ 52.00	\$80,808.00
12	4" Colored Imprinted Median Pavement	267.00	SY	\$ 67.00	\$17,889.00
13	14" Concrete Pavement	64.00	SY	\$ 99.00	\$6,336.00
14	4" Gravel Pavement- Driveway	22.00	TONS	\$ 77.00	\$1,694.00
15	Replace 2' Curb and Gutter	23.00	LF	\$ 41.00	\$943.00
16	Detectable Warning Panels	340.00	SF	\$ 23.00	\$7,820.00
17	Temporary Surfacing	4,251.00	SY	\$ 22.00	\$93,522.00
18	High Early Pavement	0.00	SY	\$ 54.00	\$0.00
19	Remove Pavement	13,904.00	SY	\$ 6.75	\$93,852.00
20	Remove Sidewalk	6,685.00	SF	\$ 0.75	\$5,013.75
21	Remove Driveway	4,140.00	SY	\$ 6.75	\$27,945.00
22	Temporary Traffic Control Measures	1.00	LS	\$ 28,000.00	\$28,000.00
23	4" Yellow Pavement Marking, Grooved	12,409.00	LF	\$ 1.30	\$16,131.70
24	4" White Pavement Marking, Grooved	1,445.00	LF	\$ 1.30	\$1,878.50
25	12" Yellow Pavement Marking, Grooved	298.00	LF	\$ 8.20	\$2,443.60

26	12" White Pavement Marking, Grooved	74.00	LF	\$ 8.20	\$606.80
27	24" White Pavement Marking, Grooved	216.00	LF	\$ 33.00	\$7,128.00
28	White Preformed Pavement Marking, Type 4, Symbols and Arrows, Grooved	9.00	EA	\$ 405.00	\$3,645.00
29	Remove, Relocate, and Reset Mailbox	21.00	EA	\$ 245.00	\$5,145.00
30	Install Sign and Post	54.00	EA	\$ 280.00	\$15,120.00
31	Remove and Salvage Sign and Post	32.00	EA	\$ 44.00	\$1,408.00
32	Remove Fence	667.00	LF	\$ 5.00	\$3,335.00
33	Relocate Yard Hydrant	1.00	EA	\$ 1,300.00	\$1,300.00
34	4' Chainlink Fence	280.00	LF	\$ 25.00	\$7,000.00
35	Erosion Control Measures	1.00	LS	\$ 38,000.00	\$38,000.00
36	Hydro-Seeding, Fertilizer and Mulch	85,000.00	SF	\$ 0.25	\$21,250.00
37	Sodding	74,350.00	SF	\$ 0.60	\$44,610.00
38	Landscape Rock	58.00	TONS	\$ 145.00	\$8,410.00
39	Rock Boulders	8.50	TONS	\$ 500.00	\$4,250.00
40	Adjust Electrical Manhole to Grade	1.00	EA	\$ 800.00	\$800.00
41	4" Conduit	100.00	LF	\$ 7.50	\$750.00
42	Dewatering Allowance	0.63	EA	\$ 60,000.00	\$37,800.00
Bid Section "A" Total=					\$2,404,121.60

Storm Sewer Bid Section "B"-

1	Remove Storm Sewer Structure	13.00	EA	\$ 550.00	\$7,150.00
2	Remove Storm Sewer Pipe	1,249.50	LF	\$ 9.00	\$11,245.50
3	Remove Headwall Structure	1.00	LS	\$ 800.00	\$800.00
4	Remove Rip-Rap	2.00	EA	\$ 185.00	\$370.00
5	6" PVC Storm Sewer	20.00	LF	\$ 30.00	\$600.00
6	12" HDPE Storm Sewer	57.00	LF	\$ 35.00	\$1,995.00
7	15" RCP, Class III	761.00	LF	\$ 50.00	\$38,050.00
8	18" RCP, Class III	904.00	LF	\$ 50.00	\$45,200.00
9	24" RCP, Class III	526.00	LF	\$ 65.00	\$34,190.00
10	30" RCP, Class III	446.00	LF	\$ 80.00	\$35,680.00
11	36" RCP, Class III	1,366.00	LF	\$ 101.00	\$137,966.00
12	48" RCP, Class III	619.00	LF	\$ 155.00	\$95,945.00
13	24" Round Equivalent (RE) RCP, Class III	36.00	LF	\$ 95.00	\$3,420.00
14	30" Round Equivalent (RE) RCP, Class III	0.00	LF	\$ 120.00	\$0.00
15	36" Round Equivalent (RE) RCP, Class III	0.00	LF	\$ 145.00	\$0.00
16	48" Round Equivalent (RE) RCP, Class III	0.00	LF	\$ 210.00	\$0.00
17	Storm Sewer Inlet, Type "D" Modified	22.00	EA	\$ 3,300.00	\$72,600.00
18	Storm Sewer Inlet, Type "D" Modified - Water Proof	8.00	EA	\$ 3,400.00	\$27,200.00
19	Area Inlet	6.00	EA	\$ 4,900.00	\$29,400.00
20	Storm Sewer Junction Box - Type A	7.00	EA	\$ 3,600.00	\$25,200.00
21	Storm Sewer Junction Box - Type B	13.75	EA	\$ 4,700.00	\$64,625.00
22	24" Storm Sewer Tap	1.00	EA	\$ 1,100.00	\$1,100.00
23	48" Storm Sewer Tap	2.00	EA	\$ 1,200.00	\$2,400.00
24	Concrete Collar	15.00	EA	\$ 550.00	\$8,250.00
25	15" RCP Flared End Section	0.00	EA	\$ 600.00	\$0.00
26	18" RCP Flared End Section	4.00	EA	\$ 650.00	\$2,600.00
27	24" RCP Flared End Section	1.00	EA	\$ 850.00	\$850.00
28	36" RCP Flared End Section	3.00	EA	\$ 1,400.00	\$4,200.00
29	48" RCP Flared End Section	5.00	EA	\$ 2,000.00	\$10,000.00
30	Storm Sewer Incasement	0.00	LF	\$ 71.00	\$0.00
31	Build Headwall Structure	1.00	EA	\$ 30,000.00	\$30,000.00
32	Class B Rip-Rap	70.00	TONS	\$ 75.00	\$5,250.00
Bid Section "B" Total=					\$696,286.50

Water Main Bid Section "C"-					
1	Adjust Valve Box to Grade	19.00	EA	\$ 135.00	\$2,565.00
2	Adjust Fire Hydrant to Grade	1.00	EA	\$ 1,100.00	\$1,100.00
3	5'-0" Bury Fire Hydrant	2.00	EA	\$ 2,700.00	\$5,400.00
4	1" Tap and Corp Stop	1.00	EA	\$ 375.00	\$375.00
5	1" Copper Water Service Line	148.00	LF	\$ 23.00	\$3,404.00
6	1" Curb Stop and Box	2.00	EA	\$ 385.00	\$770.00
7	Connect to Existing Water Service	3.00	EA	\$ 125.00	\$375.00
8	Remove Existing Service	1.00	EA	\$ 375.00	\$375.00
9	16" Line Valve	2.00	EA	\$ 8,000.00	\$16,000.00
10	12" Line Valve	0.00	EA	\$ 3,500.00	\$0.00
11	Valve Box	4.00	EA	\$ 210.00	\$840.00
12	16" Retainer Gland	22.00	EA	\$ 190.00	\$4,180.00
13	12" Retainer Gland	0.00	EA	\$ 125.00	\$0.00
14	6" Retainer Gland	12.00	EA	\$ 80.00	\$960.00
15	16" Sleeve Coupling/Solid Sleeve	5.00	EA	\$ 685.00	\$3,425.00
16	12" Sleeve Coupling/Solid Sleeve	0.00	EA	\$ 485.00	\$0.00
17	6" Sleeve Couplings/Solid Sleeve	1.00	EA	\$ 340.00	\$340.00
18	16" DIP Water Main	41.50	LF	\$ 106.00	\$4,399.00
19	12" DIP Water Main	0.00	LF	\$ 90.00	\$0.00
20	6" DIP Water Main	38.00	LF	\$ 66.00	\$2,508.00
21	Water Main Removal	79.90	LF	\$ 10.00	\$799.00
22	1" Temporary Sample Tap	4.00	EA	\$ 645.00	\$2,580.00
23	Remove and Salvage Fire Hydrant	2.00	EA	\$ 260.00	\$520.00
24	Remove and Salvage Valve	1.00	EA	\$ 190.00	\$190.00
25	6" Plug, MJ	1.00	EA	\$ 200.00	\$200.00
26	Thrust Block	14.00	EA	\$ 1,100.00	\$15,400.00
27	6" x 90 Degree Bend, MJ	1.00	EA	\$ 310.00	\$310.00
28	16" x 22.5 Degree Bend, MJ	4.00	EA	\$ 780.00	\$3,120.00
29	12" x 22.5 Degree Bend, MJ	0.00	EA	\$ 550.00	\$0.00
30	6" X 45 Degree Bend, MJ	5.00	EA	\$ 375.00	\$1,875.00
31	16" x 6" x 16" Tapping Sleeve and 6" Tapping Valve	1.00	EA	\$ 4,000.00	\$4,000.00
32	Adjust Curb Stop to Grade	0.00	EA	\$ 80.00	\$0.00
33	Temporary Water Service	0.00	EA	\$ 13,500.00	\$0.00
Bid Section "C" Total=					\$76,010.00
Sanitary Sewer Bid Section "D"-					
1	10" PVC Sanitary Sewer Main, SDR 35	80.00	LF	\$ 84.00	\$6,720.00
2	48" Dia. Concrete Manhole	1.00	EA	\$ 5,200.00	\$5,200.00
3	Additional Depth	7.08	LF	\$ 650.00	\$4,602.00
4	10" Cap, PVC	1.00	EA	\$ 190.00	\$190.00
5	Lower Sanitary Manhole	3.00	EA	\$ 1,650.00	\$4,950.00
6	Adjust Sanitary Manhole to Grade	3.00	EA	\$ 580.00	\$1,740.00
Bid Section "D" Total=					\$23,402.00
Change Order No. 1-					
CO1-1	Sprinkler Repair	0.71	LS	\$ 45,000.00	\$31,725.00
Change Order No. 1 Total=					\$31,725.00
North Road Paving Improvements; Project No. 2019-P-5 (Phase I)/ 2019-S-8 North Road Northview Crossing/ Water Main Project No. 2020-W-7 Grand Total=					\$3,231,545.10

2019-P-5 Phase II-

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
General Items, Paving, Removals, Excluding Utilities Bid Section "A"-					
1	Mobilization	1.00	LS	\$80,000.00	\$80,000.00
2	Clearing and Grubbing	1.00	LS	\$18,660.00	\$18,660.00
3	Excavation, Established Quantity	13,000.00	CY	\$8.55	\$111,150.00
4	Subgrade Preparation	27,988.00	SY	\$1.00	\$27,988.00
5	Crushed Concrete	150.00	TONS	\$37.95	\$5,692.50
6	3" Crushed Surface Course	5.00	TONS	\$45.00	\$225.00
7	8" Concrete Pavement	25,733.00	SY	\$46.50	\$1,196,584.50
8	8" Colored Imprinted Concrete Pavement	636.00	SY	\$93.25	\$59,307.00
9	7" Concrete Pavement	526.00	SY	\$41.50	\$21,829.00
10	6" Concrete Driveway	1,147.00	SY	\$42.15	\$48,346.05
11	5" Concrete Sidewalk	42,916.00	SF	\$4.05	\$173,809.80
12	4" Colored Imprinted Concrete	634.00	SY	\$59.25	\$37,564.50
13	14" Concrete Pavement	106.00	SY	\$85.00	\$9,010.00
14	Construct Concrete Curb and Gutter	48.00	LF	\$19.85	\$952.80
15	Detectable Warning Panels	726.00	SF	\$17.00	\$12,342.00
16	Temporary Surfacing	5,200.00	SY	\$18.95	\$98,540.00
17	Temporary Pavement	0.00	SY	\$30.95	\$0.00
18	Remove Pavement	19,918.00	SY	\$3.70	\$73,696.60
19	Remove Sidewalk	12,842.00	SF	\$0.80	\$10,273.60
20	Remove Driveway	1,183.00	SY	\$4.65	\$5,500.95
21	Temporary Traffic Control Measures	1.00	LS	\$42,800.00	\$42,800.00
22	4" Yellow Pavement Marking, Grooved	14,450.00	LF	\$1.55	\$22,397.50
23	12" Yellow Pavement Marking, Grooved	260.00	LF	\$12.30	\$3,198.00
24	4" White Pavement Marking, Grooved	160.00	LF	\$1.55	\$248.00
25	12" White Pavement Marking, Grooved	39.00	LF	\$12.30	\$479.70
26	24" White Pavement Marking, Grooved	252.00	LF	\$41.00	\$10,332.00
27	White Preformed Pavement Marking, Type 4, Symbols and Arrows, Grooved	8.00	EA	\$440.00	\$3,520.00
28	Remove, Relocate, and Reset Mailbox	8.00	EA	\$113.00	\$904.00
29	Install Sign and Post	108.00	EA	\$295.00	\$31,860.00
30	Remove Sign and Post	44.00	EA	\$20.00	\$880.00
31	Remove and Reset Sign and Post	1.00	EA	\$72.00	\$72.00
32	Remove Bollard	5.00	EA	\$40.00	\$200.00
33	Remove Tree	1.00	EA	\$450.00	\$450.00
34	Remove Fence	514.00	LF	\$1.55	\$796.70
35	Temporary Fence	247.00	LF	\$5.60	\$1,383.20
36	Reset Fence	20.00	LF	\$9.60	\$192.00
37	Erosion Control Measures	1.00	LS	\$10,215.00	\$10,215.00
38	Hydro-Seeding, Fertilizer and Mulch	90,340.00	SF	\$0.15	\$13,551.00
39	Sodding	97,388.00	SF	\$0.40	\$38,955.20
40	Landscape Rock	50.00	TONS	\$100.00	\$5,000.00
41	Rock Boulders	5.00	TONS	\$200.00	\$1,000.00
42	4" Conduit	120.00	LF	\$7.50	\$900.00
43	Dewatering	1.53	LS	\$30,000.00	\$45,900.00
44	Lawn Sprinkler Systems	1.12	LS	\$60,000.00	\$67,200.00
Bid Section "A" Total=					\$2,293,966.60

Storm Sewer Bid Section "B"-

1	Remove Storm Sewer Structure	\$14.00	EA	\$165.00	\$2,310.00
2	Remove Storm Sewer Pipe	\$1,578.00	LF	\$4.10	\$6,469.80
3	Adjust Storm Manhole to Grade	\$2.00	EA	\$330.00	\$660.00
4	Construct Concrete Headwall	\$1.00	LS	\$24,600.00	\$24,600.00
5	Construct Concrete Flume	\$1.00	LS	\$5,300.00	\$5,300.00
6	6" PVC Storm Sewer	\$70.00	LF	\$13.75	\$962.50
7	12" HDPE Storm Sewer	\$24.00	LF	\$22.00	\$528.00
8	15" RCP, Class III	\$929.00	LF	\$40.00	\$37,160.00
9	18" RCP, Class III	\$1,172.00	LF	\$41.00	\$48,052.00
10	24" RCP, Class III	\$971.00	LF	\$55.00	\$53,405.00
11	30" RCP, Class III	\$570.00	LF	\$73.00	\$41,610.00
12	36" RCP, Class III	\$1,141.00	LF	\$95.00	\$108,395.00
13	42" RCP, Class III	\$335.00	LF	\$137.00	\$45,895.00
14	30" Round Equivalent (RE) RCP, Class III	\$840.00	LF	\$73.50	\$61,740.00
15	36" Round Equivalent (RE) RCP, Class III	\$486.00	LF	\$123.00	\$59,778.00
16	Storm Sewer Inlet, Type "D" Modified	\$37.00	EA	\$4,000.00	\$148,000.00
17	Storm Sewer Inlet, Type "D" Modified- Water Proof	\$15.00	EA	\$410.00	\$6,150.00
18	Special Curb Inlet	\$2.00	EA	\$4,000.00	\$8,000.00
19	Area Inlet	\$37.00	EA	\$3,550.00	\$131,350.00
20	Storm Sewer Special Manhole	\$4.00	EA	\$4,500.00	\$18,000.00
21	Storm Sewer Manhole	\$20.00	EA	\$4,750.00	\$95,000.00
22	Storm Sewer Concrete Plug	\$3.00	EA	\$125.00	\$375.00
23	Storm Sewer Tap	\$4.00	EA	\$440.00	\$1,760.00
24	Concrete Collar	\$5.00	EA	\$470.00	\$2,350.00
25	15" RCP Flared End Section	\$0.00	EA	\$630.00	\$0.00
26	24" RCP Flared End Section	\$1.00	EA	\$920.00	\$920.00
27	Tap Existing Box Culvert	\$1.00	EA	\$850.00	\$850.00
28	Connect to Existing Sump Pump Line	\$4.00	EA	\$205.00	\$820.00
29	Storm Sewer Incasement	\$107.00	LF	\$34.00	\$3,638.00

Bid Section "B" Total= \$914,078.30**Water Main Bid Section "C"-**

1	Adjust Valve Box to Grade	27.00	EA	\$75.00	\$2,025.00
2	Adjust Fire Hydrant to Grade	1.00	EA	\$960.00	\$960.00
3	5'-0" Bury Fire Hydrant	1.00	EA	\$3,075.00	\$3,075.00
4	5'-6" Bury Fire Hydrant	3.00	EA	\$3,120.00	\$9,360.00
5	1" Copper Water Service Line	216.00	LF	\$17.50	\$3,780.00
6	1" Curb Stop and Box	1.00	EA	\$300.00	\$300.00
7	Connect to Existing Water Service	1.00	EA	\$290.00	\$290.00
8	Remove Existing Service	1.00	EA	\$200.00	\$200.00
9	16" Line Valve	1.29	EA	\$4,300.00	\$5,547.00
10	10" Line Valve	1.00	EA	\$2,150.00	\$2,150.00
11	8" Line Valve	2.00	EA	\$1,480.00	\$2,960.00
12	Valve Box	14.00	EA	\$160.00	\$2,240.00
13	16" Retainer Gland	17.15	EA	\$210.00	\$3,601.50
14	10" Retainer Gland	16.00	EA	\$100.00	\$1,600.00
15	8" Retainer Gland	16.00	EA	\$75.00	\$1,200.00
16	6" Retainer Gland	25.00	EA	\$55.00	\$1,375.00
17	16" Sleeve Coupling/ Solid Sleeve	3.11	EA	\$550.00	\$1,710.50
18	10" Sleeve Coupling/ Solid Sleeve	3.00	EA	\$305.00	\$915.00
19	8" Sleeve Coupling/ Solid Sleeve	1.00	EA	\$245.00	\$245.00
20	16" DIP Water Main	100.00	LF	\$90.00	\$9,000.00

21	10" DIP Water Main	58.00	LF	\$55.00	\$3,190.00
22	8" DIP Water Main	42.00	LF	\$51.00	\$2,142.00
23	6" DIP Water Main	41.00	LF	\$40.00	\$1,640.00
24	Water Main Removal	100.00	LF	\$7.50	\$750.00
25	1" Temporary Sample Tap	2.00	EA	\$500.00	\$1,000.00
26	1.5" Temporary Sample Tap	2.00	EA	\$830.00	\$1,660.00
27	2" Temporary Sample Tap	2.00	EA	\$1,165.00	\$2,330.00
28	Remove and Salvage Fire Hydrant	4.00	EA	\$255.00	\$1,020.00
29	Remove and Salvage Valve	3.00	EA	\$160.00	\$480.00
30	6" Plug, MJ	3.00	EA	\$115.00	\$345.00
31	Thrust Block	11.00	EA	\$195.00	\$2,145.00
32	6" x 90 Degree Bend, MJ	7.00	EA	\$200.00	\$1,400.00
33	16" x 22.5 Degree Bend, MJ	2.71	EA	\$900.00	\$2,439.00
34	10" x 45 Degree Bend, MJ	4.00	EA	\$490.00	\$1,960.00
35	8" x 22.5 Degree Bend, MJ	4.00	EA	\$400.00	\$1,600.00
36	6" x 6" x 6" Tapping Sleeve and 6" Tapping Valve	0.00	EA	\$2,800.00	\$0.00
37	10" x 6" x 10" Tapping Sleeve and 6" Tapping Valve	2.00	EA	\$2,950.00	\$5,900.00
38	16" x 6" x 16" Tapping Sleeve and 6" Tapping Valve	1.00	EA	\$3,670.00	\$3,670.00
39	Adjust Curb Stop to Grade	6.00	EA	\$90.00	\$540.00
Bid Section "C" Total=					\$86,745.00
Sanitary Sewer Bid Section "D"-					
1	Adjust Sanitary Manhole to Grade	9.00	EA	\$ 1,550.00	\$13,950.00
Bid Section "D" Total=					\$13,950.00
Change Order No. 1-					
CO1-1	Over Excavation	1,790.00	CY	\$ 12.25	\$21,927.50
CO1-2	Sand Fill	1,790.00	CY	\$ 15.25	\$27,297.50
Change Order No. 1 Total=					\$49,225.00
Change Order No. 2-					
CO2-1	Watering Grass- North Road (3 weeks)	1.00	LS	\$ 12,500.00	\$12,500.00
Change Order No. 2 Total=					\$12,500.00
North Road Paving Improvements; Project No. 2019-P-5 (Phase II)/ Water Main Project No. 2020-W-11 Grand Total					\$3,370,464.79
North Road Paving Improvements Grand Total=					\$6,602,009.89

Additional Project Costs-

JEO Consulting Group, Inc.- Engineering	\$ 1,708,450.00
Grand Island Independent- Advertising	\$ 424.41
City of Grand Island Public Works- Engineering Services	\$ 94,086.98
Hall County Register of Deeds- Filing Fees	\$ 314.00
Right-of-Way & Easement Acquisitions	\$ 62,961.29
Grand Island Utilities- Spectrum Temp Pole	\$ 1,251.79
AT Conference- phone conference	\$ 7.93
G-Rain Lawn Care- hydro seeding	\$ 1,896.54
GI Abstract- Title Search	\$ 100.00
Hall County Dept of Roads- Section Corners	\$ 600.00
Additional Project Costs	\$1,870,092.94

***North Road Paving Improvements; Project No. 2019-P-5 (Phase I & II) and
2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11
Project Total = \$8,472,102.83***

I hereby recommend that the Engineer's Certificate of Final Completion for North Road Paving Improvements; Project No. 2019-P-5 (Phase I & II) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11 be approved.

Keith Kurz, PE – Interim City Engineer/Public Works Director

Roger G. Steele – Mayor

RESOLUTION 2022-355

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for North Road Paving Improvements; Project No. 2019-P-5 (Phase I & II) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11 (the “Project”), certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the work required by the contract at a total cost of \$6,602,009.89; and

WHEREAS, the City has incurred additional Project costs in the amount of \$1,870,092.94, as detailed below, resulting in a total Project cost of \$8,472,102.83; and

JEO Consulting Group, Inc.- Engineering	\$ 1,708,450.00
Grand Island Independent- Advertising	\$ 424.41
City of Grand Island Public Works- Engineering Services	\$ 94,086.98
Hall County Register of Deeds- Filing Fees	\$ 314.00
Right-of-Way & Easement Acquisitions	\$ 62,961.29
Grand Island Utilities- Spectrum Temp Pole	\$ 1,251.79
AT Conference- phone conference	\$ 7.93
G-Rain Lawn Care- hydro seeding	\$ 1,896.54
GI Abstract- Title Search	\$ 100.00
Hall County Dept of Roads- Section Corners	\$ 600.00
Additional Project Costs	\$1,870,092.94

WHEREAS, the City Engineer/Public Works Director recommends the confirmation of the Certificate of Completion and acceptance of the Project as complete; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion, for North Road Paving Improvements; Project No. 2019-P-5 (Phase I & II) and 2019-S-8 North Road Northview Crossing and Water Main Project No. 2020-W-7 and 2020-W-11, in the total amount of \$8,472,102.83, is hereby confirmed and the Project is hereby accepted as complete.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-10

**#2022-356 - Approving Agreement with Olsson, Inc. for
Construction Engineering Services for Five Points Intersection in
Grand Island**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: December 20, 2022

Subject: Approving Agreement with Olsson, Inc. for Construction Engineering Services for Five Points Intersection in Grand Island

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

Background

On February 14, 2017, via Resolution No. 2017-34, City Council approved an agreement with Olsson, Inc. of Lincoln, Nebraska, in the amount of \$72,550.00 for engineering services related to Five Points Signal and Geometric Improvements. This project was for the improvement of the 5 Points intersection in areas of both lane use and traffic signal operation. The existing cable span signals were to be replaced with new mast arm signals, improvement of existing roadway geometrics, evaluation of existing lane configurations for operation, and installation of signing improvements to meet 2009 MUTCD requirements in the area of this intersection.

During the course of Olsson, Inc. engineering services work on this project it was recommended that a study of the entire area surrounding the 5 Points intersection be considered. Further study would allow examination of the Five Points intersection to aid in specifically reducing the incidence of crashes; reducing vehicle delay, improving the mobility of the traveling pedestrians and correcting roadway geometric deficiencies.

Public Works applied for Nebraska Department of Transportation (NDOT) safety funds to help with costs of the 5 Points intersection improvements. The project was selected as a NDOT safety project, with Federal-aid funding available through NDOT. The federal share payable on any portion of a local federal-aid project is a maximum of 80% of the eligible participating costs, while the Local Public Agency (LPA) is responsible for the remaining 20% as well as all other nonparticipating or ineligible costs of the project.

On January 23, 2018, via Resolution No. 2018-21, City Council approved the Program Agreement with the Nebraska Department of Transportation for Five Points Intersection Improvements.

On October 9, 2018, via Resolution No. 2018-291 the City entered into an agreement with Olsson, Inc. for engineering consulting services for the Grand Island Five Points

Intersection project. The work was to be performed at actual costs with a maximum amount of \$361,475.00.

On January 28, 2020, via Resolution No. 2020-28 the City entered into Supplement Agreement No. 1 with Olsson, Inc. to allow for subsurface investigation to assess the presence of contamination in soil and determine mitigation. The original agreement was amended with the total agreement amount increased from \$361,475.00 to \$383,075.00, an increase of \$21,600.00. The City's estimated share increased from \$72,295.00 to \$76,615.00, an increase of \$4,320.00.

On April 27, 2021, via Resolution No. 2021-97 City Council approved Program Agreement Supplement No. 1, which increased the Federal funding cap from \$1,700,000.00 to \$2,640,000.00, with the funding split of 80% federal Highway Safety Improvements Project (HSIP) funding and 20% match from the Local Public Agency (LPA).

Such project consists of a multi-lane roundabout, which will right size the lane configuration to optimize safety and efficiency, and meet the Federal Highway Administration (FHWA) safety program requirements.

Total project costs are currently estimated at \$4,102,315.01, which are detailed below. City share total is estimated at \$1,462,315.01, of which \$948,375.00 has been paid to date.

Preliminary Engineering	\$ 398,075.00
ROW	\$ 457,000.00
Construction Engineering	\$ 285,554.06
Construction	\$ 2,929,887.08
NDOT Administrative	\$ 31,798.87
<i>Total Estimated Project Costs =</i>	<i>\$ 4,102,315.01</i>

Discussion

Olsson Associates, Inc. has been selected to perform Construction Engineering Services based on qualifications detailed in the firm's on-call proposal to NDOT for these services, their experience with Federal-aid Transportation projects, and their familiarity with the Five Points Intersection project. Public Works Engineering staff reviewed and concurred with the scope and fee negotiated by NDOT to ensure quality construction inspection and project management.

Olsson Associates, Inc. will be paid actual costs, for an amount not to exceed \$285,554.06.

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 approving the award of the contract to Olsson, Inc. of Grand Island, Nebraska to perform construction engineering services for Five Points Intersection project and authorize the execution of said contract.

Sample Motion

Move to adopt the Resolution approving the award of an engineering services contract to Olsson, Inc. in an amount not to exceed \$285,554.06 and authorizing the Mayor to execute the agreement.

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING SERVICES AGREEMENT – BK2276

City of Grand Island Resolution

No. _____2022-356_____

Whereas: City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Grand Island and Olsson, Inc. wish to enter into a Professional Services Agreement to provide Construction Engineering Services for the Federal-aid project.

Be It Resolved: by the City Council of the City of Grand Island that:

Roger G. Steele, Mayor of the City of Grand Island, is hereby authorized to sign the attached Construction Engineering Services Agreement between City of Grand Island, Nebraska and Olsson, Inc.

NDOT Project Number: HSIP-5409(3)

NDOT Control Number: 42863

NDOT Project Description: Five Points Intersection, Grand Island

Adopted this 20th day of December, 2022 _____ at Grand Island Nebraska.
(Month)

The City Council of the City of Grand Island, Nebraska

_____	_____
_____	_____
_____	_____
_____	_____

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

Exhibit "D"



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-11

#2022-357 - Approving Purchase of Front End Loader for the Streets Division of the Public Works Department

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: December 20, 2022

Subject: Approving Purchase of a new Front End Loader for the Streets Division of the Public Works Department

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

Background

The Streets Division of the Public Works Department budgeted funds for a new Motor grader in the 2022/2023 fiscal year but is recommending the purchase of a new Front end loader rather than a Motor grader. This change will reduce the fleet of Motor graders from four (4) to three (3) and increase the fleet of Front end loaders from three (3) to four (4) since an existing Motor grader will be offered as a trade-in.

Trade in will be Unit 232 a 1980 CAT 120G Motor grader with over 10,000 hours and a repair cost to purchase ratio of 3.10. This unit is currently used, in large, for plowing snow in residential areas and as a backup for plowing on the Emergency Snow Routes. Only 1,300 hours of the 10,000 hours have been put on this machine in the last 10 years.

Unit 232 Motor grader





There are several reasons this change in equipment type is being recommended:

First, Front end loaders are used more frequently in everyday operations compared to a motor grader as the number of attachments make them more versatile. Loaders are used for loading trucks, moving debris, with a grapple attachment they can be used for hauling and loading trees, a Vee Plow attachment is used for plowing snow and does an excellent job clearing round-a-bouts and cul-de-sacs. A loader is also used to run the asphalt zipper (milling machine) used for asphalt patching and the large snow heaver for blowing snow into the back of trucks for hauling away (such as in the downtown area).

In contrast motor graders are used for grading gravel streets and alleys as well as plowing snow. Three (3) graders is enough to keep up with the work load for grading gravel and currently the fourth grader is only a stand-by when plowing emergency snow routes. Its use for plowing snow in residential areas can be achieved with the new front-end loader.

Second, the skill set of operating a motor grader is not common among staff and takes a good number of training hours to become proficient. There were several operators with good experience running motor grader that have retired this past year. Since front end loaders are used more often the vast majority of the staff can operator them skillfully. Also, other City Divisions' staff can run front end loaders so their skill set would carry over if required for emergency purposes.

Lastly, the cost of a new front end loader is significantly less than a new motor grader. The cost of a new front end loader with all required options was approx. \$72,000 less than the cost of a new motor grader.

Discussion

The Streets Division is recommending the purchase of a new CAT 938M front end loader. This brand is being presented based on the fact that two (2) of three (3) loaders at the Streets Division are CAT loaders and will have the same control setup as the loader being recommended which will minimize operator training time. It has been proven that this make and model can successfully run our larger attachments such as the asphalt zipper. Several other City Divisions also run CAT loaders therefore Fleet Services staff are familiar with maintenance and operations and would reduce the amount of parts on-hand needed for such.

The City of Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA), now known as Sourcewell, with Resolution 2014-326.

To meet competitive bidding requirements, the Streets Division obtained pricing from the (NJPA) Sourcewell Contract No. 032119-CAT awarded to Caterpillar, Inc.; with NMC of Doniphan, NE assigned as our authorized dealer.

Per the Sourcewell Contract No. 032119-CAT the price for the new CAT 938M Front end loader with 12' Vee Plow attachment and 3.5 cubic yard bucket, that meets the City's requirements, will be \$303,586.00. NMC is offering \$22,700.00 trade value for the 1980 CAT 120G Motor grader (Unit 232) for a net purchase price of \$280,886.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a new CAT 938M front end loader from NMC of Doniphan, NE for a net purchase price of \$280,886.00.

Sample Motion

Move to approve the resolution approving the purchase of a new CAT 938M front end loader from NMC of Doniphan, NE for a net purchase price of \$280,886.00 and authorizing the Mayor to take all actions necessary to effect such purchase.

Small Wheel Loaders



Aggregate Handler Arrangements



	926M Aggregate Handler		930M Aggregate Handler		938M Aggregate Handler	
Engine Model*	Cat® C7.1		Cat C7.1		Cat C7.1	
Maximum Rated Gross Power:						
ISO 14396	125 kW	(168 hp)	125 kW	(168 hp)	140 kW	(188 hp)
ISO 14396 (metric)	170 hp		170 hp		190 hp	
Bucket Capacity	2.5-5.0 m³	(3.3-6.5 yd³)	2.5-5.0 m³	(3.3-6.5 yd³)	2.9-5.0 m³	(3.8-6.5 yd³)
Full Turn Tip Load	8047 kg	(17,740 lb)**	9203 kg	(20,289 lb)**	10 551 kg	(23,260 lb)**
	8148 kg	(17,962 lb)~	9302 kg	(20,507 lb)~	10 662 kg	(23,504 lb)^
Operating Weight	12 891 kg	(28,418 lb)**	14 374 kg	(31,689 lb)**	16 199 kg	(35,712 lb)**
	12 963 kg	(28,577 lb)~	14 446 kg	(31,848 lb)~	16 710 kg	(36,839 lb)^

*Engine meets U.S. EPA Tier 4 Final, EU Stage V and Korea Tier 4 Final emission standards.

**Aggregate Handler machine equipped with full counterweight and optional guards.

~Aggregate Handler equipped with full counterweight, optional guards, roading fenders, and cold start package.

^Aggregate Handler equipped with full counterweight, optional guards, roading fenders, cold start package, and 23.5R25 tires.

RESOLUTION 2022-357

WHEREAS, Sourcewell, formerly known as the National Joint Powers Alliance, cooperative purchasing group was utilized to secure competitive bids for a New Front End Loader by the Streets Division of the Public Works Department; and

WHEREAS, Sourcewell Contract No. 0032119-CAT was awarded to Caterpillar, Inc. and authorized NMC of Doniphan, NE to offer said contract pricing to the City of Grand Island, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of a new CAT 938M Front End Loader from NMC of Doniphan, NE for a purchase price of \$303,586.00 with a trade in allowance of \$22,700.00 for a net purchase price of \$280,886.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment for the new CAT 938M Front End Loader from NMC of Doniphan, NE is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and designees are authorized to take all actions necessary to carry out the intent of this Resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-12

#2022-358 - Approving Acquisition of Utility Easement - 2210 S. Webb Rd (Amerco Real Estate Company)

This item relates to the aforementioned Public Hearing item E-9.

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2022-358

WHEREAS, a public utility easement is required by the City of Grand Island from Amerco Real Estate Company, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines; and

WHEREAS, a public hearing was held on December 20, 2022, for the purpose of discussing the proposed acquisition of a permanent and perpetual easement and right-of-way tract located through a part of Lot Five (5), Mayer-Mehring Subdivision, in the City of Grand Island, Hall County, Nebraska, the sixteen (16.0) by twenty (20.0) foot wide utility easement and right-of-way tract being more particularly described as follows:

Commencing at the Southwest corner of Lot Two (2), Home Federal Subdivision, in the City of Grand Island, Hall County, Nebraska; thence N89°24'11"E, along the northerly line of Lot Five (5), Mayer-Mehring Subdivision, a distance of twenty-two and twenty-four hundredths (22.24) feet to the ACTUAL Point of Beginning; thence continuing N89°24'11"E, along the northerly line of said Lot Five (5), a distance of sixteen (16.0) feet; thence S0°26'34"E, a distance of twenty (20.0) feet; thence S89°24'11"W, a distance of sixteen (16.0) feet; thence N0°26'34"W, a distance of twenty (20.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 320 square feet or .007 acres, more or less as shown on the plat dated 6/7/2022, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Amerco Real Estate Company, on and over the tract of land described herein and as depicted on Exhibit A hereto.

BE IT FURTHER RESOLVED that the Mayor and designee are hereby authorized to execute all documents necessary to effect the purpose of this Resolution.

- - -

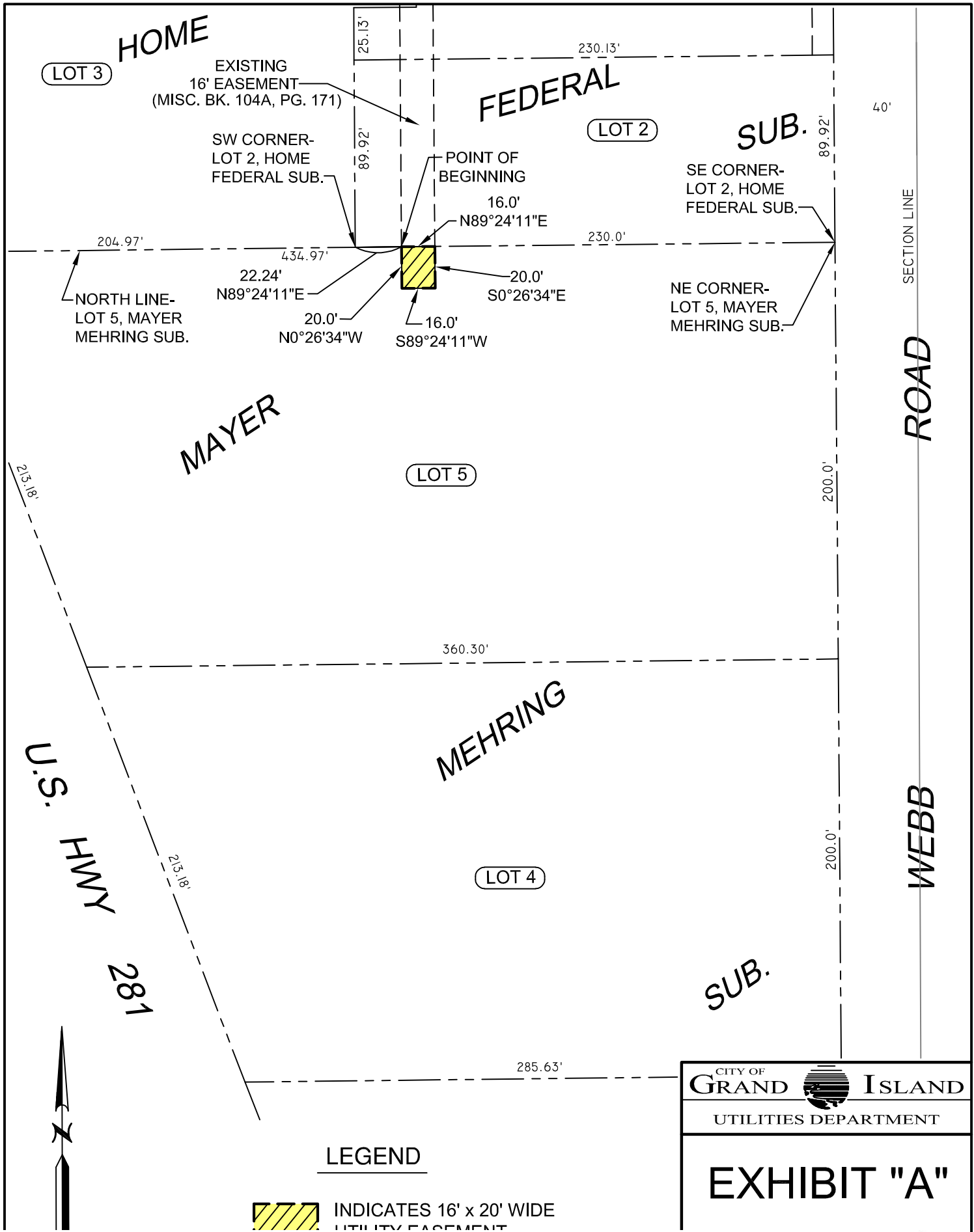
Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
December 16, 2022	City Attorney





City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-13

**#2022-359 - Approving Change Order #1 for WMP 2021-W-1 -
Oak and Kimball from Koenig to Division**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: December 20, 2022

Subject: Change Order #1 for Water Main
Project 2021-W-1 – Oak and Kimball from Koenig to Division

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2021-W-1 installed approximately 2,445 linear feet of 8” diameter ductile iron pipe for water main within Oak Street and Kimball Avenue from Koenig Street to Division Street. The work replaced the existing 4” water mains within Oak Street and Kimball Avenue which were undersized and subject to multiple breaks. A site map is attached for reference.

Discussion

The original contract was awarded by City Council on August 24, 2021, in the amount of \$739,839.60 to Van Kirk Bros. Contracting of Sutton, Nebraska.

Additional items were required to complete the project. The contractor encountered corrosive soils that needed to be replaced with sand for backfilling around the newly installed ductile iron water main. Manufacturers have been charging surcharges for metal loads. High early concrete was poured for street sections in front of driveways to shorten inconvenience time to residents in the area. Due to groundwater elevations dropping significantly with only 3 dewatering wells installed on one street of the project but required to be running during the entirety of the project, additional well run time expenses were needed. Additional water main fittings were installed due to the existing water main being oversized. The total cost for additional items is \$53,906.00.

During construction, materials were added or deducted to complete the work. Unit prices were provided in the Contract and specified that the contractor be paid on the basis of actual quantity installed, times the Contract’s unit price. A significant portion of this deduct was due to less curb removed to facilitate the construction and only 3 dewatering wells required. This total is a deduct of \$62,619.89.

The original Engineer’s estimate was \$1,050,000.00. The original contract was for \$739,839.60. The total changes to the contract amount to a net deduct of \$8,713.89. This results in a final contract cost of \$731,125.71.

Alternatives

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

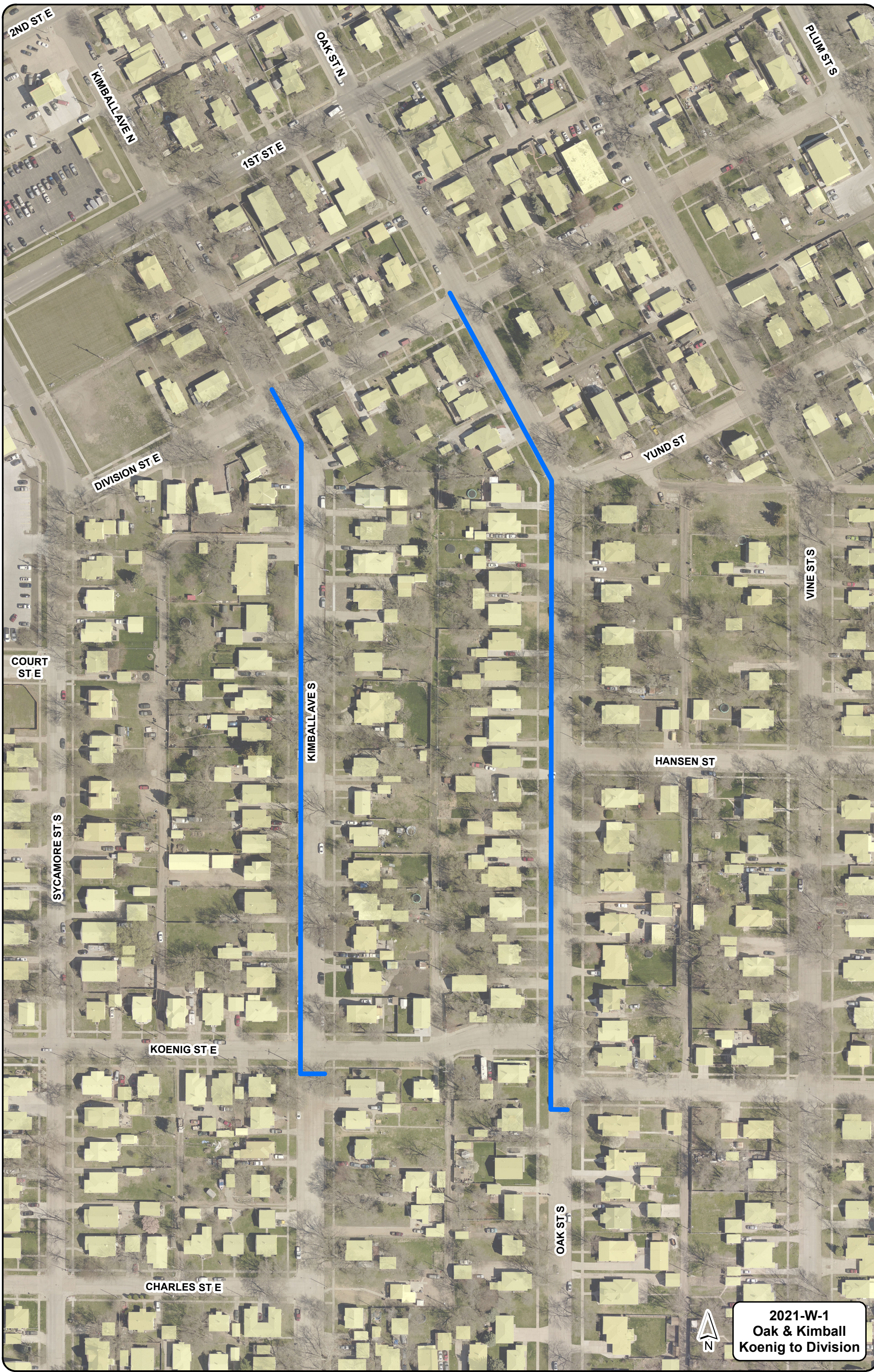
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Change Order #1 to the Water Main Project 2021-W-1 Contract in the deduct amount of \$8,713.89, for a final contract amount of \$731,125.71.

Sample Motion

Move to approve the resolution approving Change Order #1 with Van Kirk Bros. Contracting to the Water Main Project 2021-W-1 Contract in the net deduct amount of \$8,713.89, for a final contract amount of \$731,125.71 and authorizing the Mayor to execute the same.



*Working Together for a
Better Tomorrow, Today.*

CHANGE ORDER #1

NAME OF PROJECT: Water Main Project 2021-W-1, OAK ST. AND KIMBALL AVE. FROM KOENIG ST. TO DIVISION ST.

CONTRACTOR: Van Kirk Bros. Contracting
 1200 West Ash Street, PO Box 585
 Sutton, NE 68979

OWNER: City of Grand Island, NE

THE FOLLOWING MODIFICATIONS TO THE CONTRACT ARE HEREBY ORDERED:

ITEM	DESCRIPTION	BID		Unit Price \$	INSTALLED		\$ +/-
		QUANTITY	UNIT		QUANTITY	UNIT	
D.1.01	8" R.J. D.I. PIPE	2,431.10	LF	\$95.00	2,444.50	LF	\$1,273.00
D.1.02	6" S.J. D.I. PIPE	117.50	LF	\$65.00	148.40	LF	\$2,008.50
D.1.03	4" S.J. D.I. PIPE	26.40	LF	\$85.00	27.10	LF	\$59.50
D.1.04	8 MIL. POLY WRAP	2,575.00	LF	\$1.50	2,620.00	LF	\$67.50
D.1.24	8" M.J. PLUG	2.00	EA	\$250.00	1.00	EA	-\$250.00
D.1.26	8" RETAINER GLANDS	52.00	EA	\$110.00	50.00	EA	-\$220.00
D.1.27	8" SOLID SLEEVE	5.00	EA	\$500.00	4.00	EA	-\$500.00
D.1.28	6"X45° M.J. BEND	3.00	EA	\$312.00	5.00	EA	\$624.00
D.1.29	6" M.J. PLUG	1.00	EA	\$215.00	3.00	EA	\$430.00
D.1.30	6" RETAINER GLANDS	24.00	EA	\$68.00	36.00	EA	\$816.00
D.1.37	THRUST BLOCK	12.00	EA	\$100.00	14.00	EA	\$200.00
D.1.38	4" I-BEAM BLOCK	3.00	EA	\$185.00	1.00	EA	-\$370.00
D.1.39	6" I-BEAM BLOCK	2.00	EA	\$268.00	1.00	EA	-\$268.00
D.1.40	CONCRETE PLUG	8.00	EA	\$50.00	9.00	EA	\$50.00
D.1.43	2" TYPE K COPPER PIPING	23.00	LF	\$50.00	23.70	LF	\$35.00
D.1.44	2" ROMAC MACRO HP EX RANGE COUPLING	1.00	EA	\$300.00	0.00	EA	-\$300.00
D.1.48	1.5" TYPE K COPPER PIPING	64.00	LF	\$42.00	59.00	LF	-\$210.00
D.1.49	1" CORPORATION STOP	3.00	EA	\$210.00	4.00	EA	\$210.00
D.1.51	1" TYPE K COPPER PIPING	172.00	LF	\$35.00	180.60	LF	\$301.00
D.1.53	3/4" CURB STOP	63.00	EA	\$313.00	54.00	EA	-\$2,817.00
D.1.55	CURB STOP BOX	68.00	EA	\$100.00	62.00	EA	-\$600.00
D.1.54	3/4" TYPE K COPPER PIPING	2,459.50	LF	\$29.00	2,162.00	LF	-\$8,627.50
D.1.56	SERVICE RECONNECTION	76.00	EA	\$185.00	77.00	EA	\$185.00
D.1.57	UNDERGROUND CLAMPS	1.00	EA	\$275.00	0.00	EA	-\$275.00
D.1.58	DUC-LUGS AND REDI-ROD	2.00	SETS	\$100.00	0.00	SET	-\$200.00
D.1.59	ABANDON VALVE IN PLACE	4.00	EA	\$100.00	6.00	EA	\$200.00
D.1.62	REMOVE AND SALVAGE VALVE BOX TO CITY	5.00	EA	\$100.00	6.00	EA	\$100.00
D.1.63	REMOVE AND SALVAGE EXIST. WATER MAIN TO CITY	42.50	LF	\$30.00	79.90	LF	\$1,122.00
D.1.64	REMOVE ROADWAY	1,694.40	SY	\$8.50	1,545.20	SY	-\$1,268.20

		BID			INSTALLED		
ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Price \$	QUANTITY	UNIT	\$ +/-
D.1.65	REPLACE ROADWAY (47B MODIFIED)	1,694.40	SY	\$60.00	1,551.50	SY	-\$8,574.00
D.1.66	REMOVE CURB	1,114.30	LF	\$6.00	489.80	LF	-\$3,747.00
D.1.67	REPLACE CURB	1,114.30	LF	\$38.00	489.80	LF	-\$23,731.00
D.1.68	REMOVE DRIVEWAY	11.30	SY	\$10.00	2.70	SY	-\$86.00
D.1.69	REPLACE DRIVEWAY	11.30	SY	\$68.00	2.70	SY	-\$584.80
D.1.70	REMOVE SIDEWALK	1,229.60	SF	\$1.00	1,452.70	SF	\$223.10
D.1.71	REPLACE SIDEWALK	1,229.60	SF	\$6.25	1,452.70	SF	\$1,394.38
D.1.74	SODDING	4,752.00	SF	\$3.75	9,607.90	SF	\$18,209.63
D.1.75	WELLHEAD	6.00	LS	\$12,500.00	3.00	LS	<u>-\$37,500.00</u>
SUBTOTAL D.1.01-D.1.75 (DEDUCT):							(\$ 62,619.89)

-	REMOVE POOR MATERIAL AND REPLACE WITH SAND	-	-	\$35.00	727.10	CY	\$25,448.50
-	IRON LOAD SURCHARGE	-	-	\$9,675.00	1.00	LS	\$9,675.00
-	HIGH EARLY CONCRETE MATERIAL DIFFERENCE	-	-	\$6.12	187.50	SY	\$1,147.50
-	4" M.J. PLUG	-	-	\$200.00	1.00	EA	\$200.00
-	8"X1.5" TAPPING SADDLE	-	-	\$360.00	1.00	EA	\$360.00
-	6" HYMAX COUPLING	-	-	\$675.00	6.00	EA	\$4,050.00
-	6"X6" M.J. TEE	-	-	\$525.00	1.00	EA	\$525.00
-	EXTRA WELL RUN TIME	-	-	\$12,500.00	1.00	LS	<u>\$12,500.00</u>

SUBTOTAL ADDITIONAL ITEMS (ADD): \$ 53,906.00

THIS CHANGE ORDER AMOUNT (DEDUCT): (\$ 8,713.89)
ORIGINAL CONTRACT AMOUNT: \$ 739,839.60
REVISED CONTRACT AMOUNT (including this Change Order) **\$ 731,125.71**

REASONS FOR MODIFICATIONS:

During the process of constructing the contract, materials were added or deducted to complete the work. Unit prices were provided in the Contract and specified that the contractor be paid on the basis of actual quantity installed, times the Contract's unit prices. A significant portion of this deduct was due to less curb removed to facilitate the construction and only needing 3 dewatering wells. However, the sod quantity was increased due to restoration around the dewatering wells and additional restoration due to larger areas disturbed during water service installation. Additional items were required to complete the project. The contractor encountered corrosive soils that needed to be replaced with sand. Manufacturers have also been charging surcharges for metal loads. High early concrete was poured for street sections in front of driveways to shorten inconvenience time to residents in the area. Due to groundwater elevations dropping significantly with only 3 wells on one street of the project but required to be running during the entirety of the project, additional well run time expenses were needed. Additional water main fittings were installed due to the existing water main being oversized.

Contractor: _____
Van Kirk Bros. Contracting

Date: _____

Owner: _____
City of Grand Island, NE

Date: _____

RESOLUTION 2022-359

WHEREAS, Water Main Project 2021-W-1 installed an 8" diameter ductile iron water main within Oak Street and Kimball Avenue from Koenig Street to Division Street; and

WHEREAS, the original contract was awarded by Council on August 23, 2021, in the amount of \$739,839.60 to Van Kirk Bros. Contracting, of Sutton, Nebraska; and

WHEREAS, during the process of constructing the water main, materials were added or deducted to complete the work and unit prices were provided in the Contract and specified that the contractor be paid on the basis of actual quantity installed, times the Contract's unit price; and

WHEREAS, the cost of the total additional items for purposes of a change order is \$53,906.00, a sum which exceeds the department's change order authority; and

WHEREAS, the cost of the total deductions for purposes of a change order is a credit of \$62,619.89; and

WHEREAS, the original contract amount was \$739,839.60, and the net change to the contract amount from the additions and deductions above is equal to a deduct (credit) of \$8,713.89, resulting in a final contract cost of \$731,125.71.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 for the construction of Water Main Project 2021-W-1 in the net deduct amount of \$8,713.89 and a final contract cost of \$731,125.71, is approved, and the Mayor is hereby authorized to execute Change Order #1 on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the Mayor and designees are hereby authorized 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 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
December 16, 2022	City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-14

#2022-360 - Approving Re-Allocation of FTE - Cashier to Senior Account Clerk - Customer Service

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director
Aaron Schmid, Human Resources Director

Meeting: December 20, 2022

Subject: Re-allocation of FTE – Cashier to Senior Account Clerk
– Customer Service

Presenter(s): Patrick Brown, Finance Director

Background

The Finance Department management routinely reviews its internal operations and staffing to improve efficiency. Currently utility billing operations has one Customer Service Team Leader, four Accounting Clerks, one Senior Accounting Clerk, and three Cashiers.

Discussion

With the recent vacancy of a Cashier, an internal operations review indicates a need in flexibility with staffing various positions. This position would enable the staff member to be a cashier, a customer service representative, or work in billing. The recommended reallocation will move the recently vacated Cashier position to a Senior Accounting Clerk – Customer Service position. The authorized starting salary range for the Senior Accounting Clerk – Customer Service (\$22.1760-\$29.8667) position is more than the Cashier position (\$20.0668-\$25.6234), which will increase personnel costs annually by an estimated \$10,000. The re-allocation could be absorbed in the current fiscal year budget. If this position works as well as we think it will, Finance will be bringing more of these changes to Council in the future.

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 FTE reallocation from the Cashier classification to the Senior Accounting Clerk – Customer Service classification.

Sample Motion

Move to approve the FTE reallocation from the Cashier classification to the Senior Accounting Clerk – Customer Service classification.

RESOLUTION 2022-360

WHEREAS, the Finance Department management team routinely reviews its internal operations and staffing to improve efficiency; and

WHEREAS, with the recent vacancy created by a Cashier departure, and the increase need in flexible staffing of positions; and

WHEREAS, the recommended reallocation would eliminate the recently vacated Cashier position and create a new Senior Accounting Clerk – Customer Service position; and

WHEREAS, the authorized salary range for the Senior Accounting Clerk – Customer Service position classification is more than the Cashier position, annual increase is approximately \$10,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the FTE reallocation of one Cashier classification to a Senior Accounting Clerk – Customer Service classification is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
December 16, 2022	▣ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-15

#2022-361 - Approving Purchase of Parks Maintenance Equipment

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director
Meeting: December 20, 2022
Subject: Purchase Parks Maintenance Equipment
Presenter(s): Todd McCoy, Parks and Recreation Director

Background

The Parks Division budgeted this year to replace one (1) 2016 11' mower and (1) 1999 utility cart. The new utility vehicle will include a lift attachment. The replacement equipment is necessary as the current units are becoming less dependable. The lift attachment will help staff be more efficient in keeping up with growing demands.

Discussion

The equipment specifications awarded under the Sourcewell Cooperative Buying Group contract meet the requirements for the Parks Division. Midwest Turf and Irrigation of Omaha, Nebraska submitted a bid for the equipment with no exceptions in the amount of \$168,099.24. The purchase will be funded from capital account 41044401-85615.

Sourcewell Cooperative Buying Group Contract No. 031121-TTC

One (1) Groundsmaster 4000-D (T4) 11' Mower	\$92,478.61
One (1) Workman HDX-4WD (Kubota Gas) Utility Vehicle	\$48,620.63
One (1) Patriot Lift for Workman HDX	<u>\$27,000.00</u>

TOTAL: \$168,099.24

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of One (1) Groundsmaster 4000-D (T4) 11' Mower, One (1) Workman HDX-4WD (Kubota Gas) Utility Vehicle and One (1) Patriot Lift for Workman HDX from Midwest Turf and Irrigation of Omaha, Nebraska. The total purchase price is \$168,099.24.

Sample Motion

Move to approve the purchase of new equipment for the Parks Division in the amount of \$168,099.24.

RESOLUTION 2022-361

WHEREAS, the Parks Division of the Parks & Recreation Department for the City of Grand Island, budgeted this year to replace one (1) 2016 11' mower, one (1) 1999 utility cart; and

WHEREAS, the Sourcewell Cooperative Buying Group ("Sourcewell") has in place a supplier contract with Midwest Turf and Irrigation, Omaha, NE under Sourcewell Contract No. 031121-TTC (the "Midwest Turf Contract") for One (1) Groundsmaster 4000-D (T4) 11' Mower, One (1) Workman HDX-4WD (Kubota Gas) Utility Vehicle and One (1) Patriot Lift for Workman HDX; and

WHEREAS, pursuant to Grand Island City Code §27-63, the City's Purchasing Agent has determined that Sourcewell has procured the Midwest Turf Contract using policies and procedures that meet or exceed the City's procurement requirements; and

WHEREAS, said equipment meets the needs and specifications of the City's Parks and Recreation Department; and

WHEREAS, the cost of the equipment under the Contract is \$168,099.24 and funding for this equipment is included in the 2022-2023 capital budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase agreement for the acquisition of One (1) Groundsmaster 4000-D (T4) 11' Mower, One (1) Workman HDX-4WD (Kubota Gas) Utility Vehicle and One (1) Patriot Lift for Workman HDX from Midwest Turf and Irrigation of Omaha, Nebraska through the Sourcewell Contract No. 031121-TTC in the total amount of \$168,099.24 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and designee are, and shall be, authorized to execute all contracts and agreements necessary to effect such purchases.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
December 16, 2022	▣ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-16

**#2022-362 - Approving Proposal for New Playground Equipment
at Grace Abbott Park**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: December 20, 2022

Subject: Consideration to Approve Proposal to Furnish and Install New Playground Equipment at Grace Abbott Park

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

Grace Abbott Park was identified as an area of need for updating and qualified for Community Development Block Grant (CDBG) support.

The existing playground equipment at Grace Abbott Park is outdated, not ADA accessible, and difficult to find replacement parts. The plan is to utilize CDBG funding to replace the existing playground with new ADA accessible equipment and rubber safety surfacing.

Discussion

The Parks and Recreation Department advertised for proposals for new playground equipment at Grace Abbott Park on September 25, 2022. Creative Sites, LLC. of Omaha, Nebraska provided the only proposal. The proposal from Creative Sites includes providing ADA commercial playground equipment and is recommended by staff. The cost to supply and install the equipment and safety surfacing is \$145,000.00.



Funding will be provided by the Community Development Block Grant Program.

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 accept the proposal from Creative Sites, LLC. of Omaha, Nebraska to furnish and install new playground equipment at Grace Abbott Park and authorize execution of a contract for the work.

Sample Motion

Move to adopt the resolution accept the proposal from Creative Sites LLC to furnish and install new playground equipment at Grace Abbott Park at a cost of \$145,000.00 and authorize the execution of a contract for the work.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
NEW GRACE ABBOTT PARK PLAYGROUND**

RFP DUE DATE: November 1, 2022 at 4:00 p.m.

DEPARTMENT: Parks and Recreation

PUBLICATION DATE: September 25, 2022

NO. POTENTIAL BIDDERS: 4

PROPOSALS RECEIVED

Creative Sites
Omaha, NE

cc: Todd McCoy, Parks & Receptions Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

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

P2406

RESOLUTION 2022-362

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for a New Playground for Grace Abbott Park; and

WHEREAS, one (1) request for proposal was received; and

WHEREAS, Creative Sites from Omaha, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a contract cost of \$145,000.00 has been negotiated and a contract will be prepared with the approval of the City's Legal Department; and

WHEREAS, such project will be funded through Community Development Block Grant (CDBG) Funds and is included in the 2022-23 capital budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Creative Sites from Omaha, Nebraska for the construction of a New Playground for Grace Abbott Park at a cost not to exceed \$145,000.00 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and designee are, and shall be, authorized to execute all contracts and agreements necessary to effect the purpose of this Resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-17

**#2022-363 - Approving Purchase of New Restroom Facilities at
Ryder and George Parks**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: December 20, 2022

Subject: Bid Award to Construct a New Restroom Facilities at George and Ryder Parks

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

George and Ryder Parks are two of Grand Island's largest and most popular city parks which feature a number of ball fields, picnic areas, playgrounds, and more.

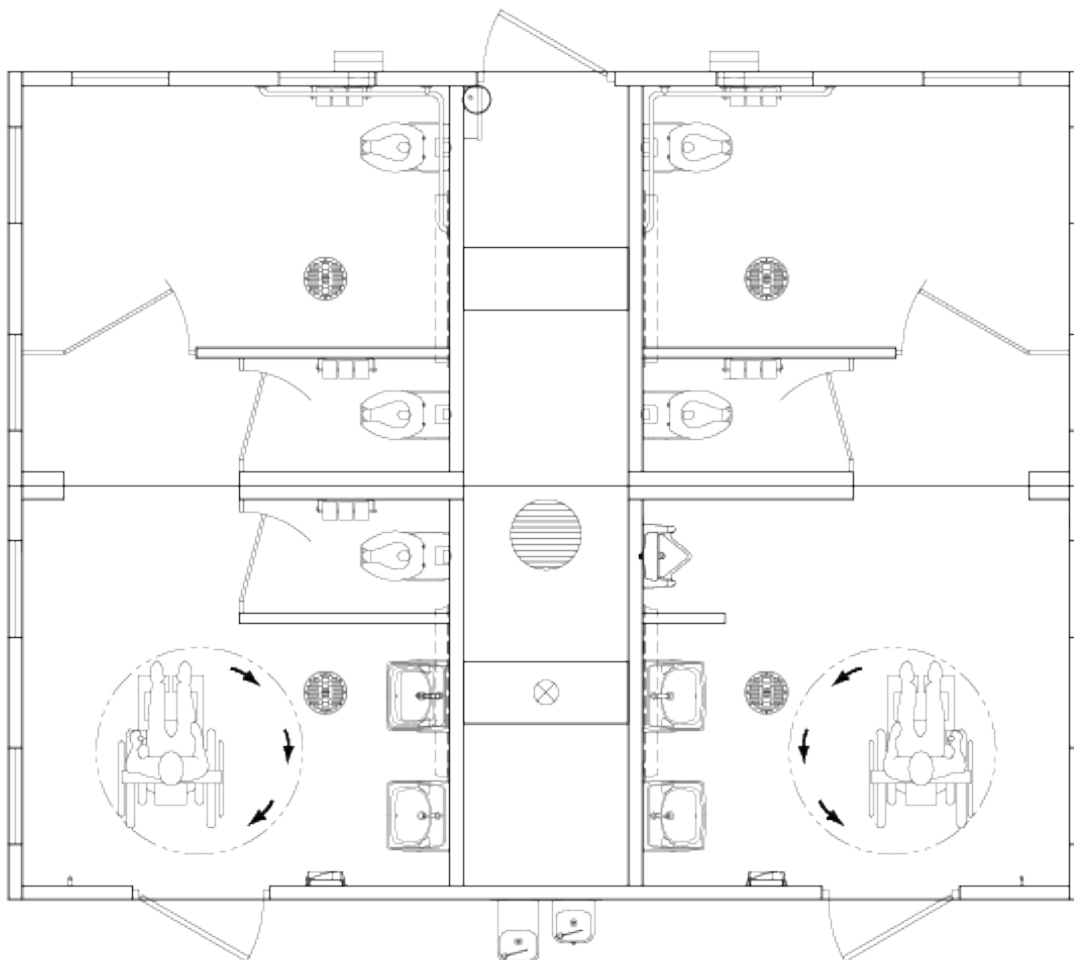
Both parks currently have restroom facilities that have been identified as a priority for improvement and budgeted this year for replacement.

Discussion

The Parks and Recreation Department is recommending replacing the east restroom at Ryder Park and the George Park restroom with modern precast concrete buildings. The new restroom buildings will be much more appealing, versatile and better accommodations for park users.

The restroom building specifications awarded under the Sourcewell Cooperative Buying Group contract meet the requirements for this project. The City's Purchasing Agent has confirmed that Sourcewell's procurement policies and procedures meet or exceed the City's requirements for cooperative purchasing contracts.

CXT, Inc., of Dallas, Texas submitted a bid amount of \$247,955.00 for each building. The total amount for two (2) restroom buildings supplied by CXT is \$495,910.00. CXT is providing pricing under the Sourcewell Contract #081721-CXT.



Not included with the bid from CXT is demolition, site grading, concrete pad and sidewalk connections. The bathroom projects will be funded by Food and Beverage Tax proceeds.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve the purchase of two (2) new restroom buildings from CXT, Inc., of Dallas, Texas under Sourcewell Contract No. 081721 in the total amount of \$495,910.00 for installation at Ryder Park and George Park.

Sample Motion

Move to approve the resolution authorizing the purchase of two (2) restroom buildings from CXT, Inc., of Dallas, Texas under Sourcewell Contract No. 081721 for a total purchase price of \$495,910.00.

RESOLUTION 2022-363

WHEREAS, George and Ryder Parks are two of Grand Island's largest and most popular city parks; and

WHEREAS, both parks currently have restroom facilities that have been identified as a priority for improvement and budgeted for replacement this fiscal year; and

WHEREAS, the Parks and Recreation Department is recommending replacing the east restroom at Ryder Park and the George Park restroom with a modern precast concrete building; and

WHEREAS, the Sourcewell Cooperative Buying Group ("Sourcewell") has in place a supplier contract with CXT, Inc. of Dallas, Texas under Sourcewell Contract #081721-CXT ("CXT Contract") for precast concrete restroom buildings that meet the requirements for the City's use at Ryder Park and George Park; and

WHEREAS, pursuant to Grand Island City Code §27-63, the City's Purchasing Agent has determined that Sourcewell has procured the CXT Contract using policies and procedures that meet or exceed the City's procurement requirements; and

WHEREAS, the cost of each restroom building under the CXT Contract is \$247,955.00 and the total for two (2) restroom buildings is \$495,910.00; and

WHEREAS, the purchase of the two precast concrete restroom buildings will be funded through the Food & Beverage Tax.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase agreements for the acquisition of two modern precast concrete restroom buildings from CXT, Inc., of Dallas, Texas under Sourcewell Contract #081721 in the total amount of \$495,910.00, attached hereto and incorporated herein as Exhibits A and B, are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and designee are, and shall be, authorized to execute all contracts and agreements necessary to effect such purchases.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



Solicitation Number: RFP 081721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CXT Incorporated, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Restroom and Shower Facility Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 15, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

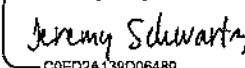
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

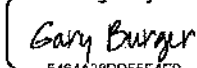
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

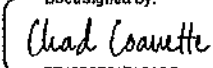
Sourcewell

CXT Incorporated

DocuSigned by:

By: C0FD2A139D0648D...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/13/2021 | 1:44 PM CDT

DocuSigned by:

By: 5464A28DD55E4EB
Gary Burger
Title: Director of Commercial Operations
Date: 10/13/2021 | 1:04 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/13/2021 | 1:49 PM CDT



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 643343, Pittsburgh, PA 15264-3343

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1019282233 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform

delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

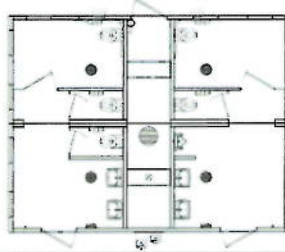
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



Taos with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, 30-gallon water heater, interior and exterior lights, off loaded, and set up at site.

Base Price

Taos 20' x 26'

Price
per unit
\$ 143,955.00Click to
select

143,955.00

Added Cost Options:

Final Connection to Utilities

\$ 7,000.00

☒

7,000.00

(per section) { Optional Wall Texture -choose one ☐ Split Face Block (\$4,000) ☐ Struck Trowel (\$4,000) ☐ Stone (\$5,500) Reset Wall Texture

Optional Roof Texture

☐ Delta Rib

\$ 4,000.00

0.00

Insulation and Heaters

\$ 19,500.00

☒

39,000.00

Stainless Steel Water Closet (each)

Qty: 5

\$ 1,500.00

☒

7,500.00

Stainless Steel Lavatory (each)

Qty: 4

\$ 1,100.00

☒

4,400.00

Stainless Steel Urinal (each)

Qty: 1

\$ 1,400.00

☒

1,400.00

Electric Hand Dryers (each)

Qty: 2

\$ 700.00

☐

0.00

Electronic Flush Valves (each)

Qty: 5

\$ 750.00

☐

0.00

Electronic Lavatory Faucets (each)

Qty: 4

\$ 750.00

☐

0.00

Electronic Urinal Valve (each)

Qty: 1

\$ 1,700.00

☐

0.00

Exterior Mounted ADA Drinking Fountain w/Cane Skirt

Qty: 1

\$ 4,500.00

☒

4,500.00

Optional Door Closure (each)

Qty: 2

\$ 450.00

☒

900.00

Skylight in Restroom (each)

Qty: 4

\$ 950.00

☐

0.00

Marine Grade Skylight in Restroom (each)

Qty: 4

\$ 2,450.00

☐

0.00

Marine Package for Extra Corrosion Resistance (per section)

\$ 4,700.00

☐

0.00

Tile Floor in Restroom (per section)

\$ 6,000.00

☐

0.00

Fiberglass Entry and Chase Doors and Frames

Qty: 3

\$ 1,000.00

☐

0.00

2K Anti-Graffiti Coating (per section)

\$ 3,500.00

☒

7,000.00

Timed Electric Lock System (2 doors - does not include chase door)

Qty: 2

\$ 600.00

☒

1,200.00

Exterior Frostproof Hose Bib with Box (each)

Qty: 1

\$ 500.00

☒

500.00

Paper Towel Dispenser (each)

Qty: 2

\$ 200.00

☒

400.00

Toilet Seat Cover Dispenser (each)

Qty: 5

\$ 100.00

☐

0.00

Sanitary Napkin Disposal (each)

Qty: 3

\$ 75.00

☐

0.00

Baby Changing Station (each)

Qty: 2

\$ 675.00

☐

0.00

CXT Wastebasket (each)

Qty: 2

\$ 150.00

☐

0.00

Total Cost of Selected Accessories from Accessories Price List:

\$ 73,800.00

Custom Options:

\$

Engineering and State Fees:

\$ 3,000.00

Estimated One-Way Transportation Costs to Site (quote):

\$ 27,200.00

Estimated Tax:

\$

Estimated monthly payment on 5 year lease \$4,983.90

Total Cost per Unit Placed at Job Site:

\$ 247,955.00

This price quote is good for 60 days from date below, and is accurate and complete.

Rich Edwards

Digitally signed
by Rich Edwards
Date: 2022.10.24
17:19:01 -05'00'

CXT Sales Representative

Date



I accept this quote. Please process this order.

Site #1

Company Name

Customer

Date

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Sage Green
<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Rosewood
<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Mocha Carmel	<input type="checkbox"/> Malibu Taupe
<input type="checkbox"/> Sand Beige	<input checked="" type="checkbox"/> W Natural Honey	<input type="checkbox"/> Salsa Red	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Cappuccino Cream	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Georgia Brick	<input type="checkbox"/> Western Wheat	<input type="checkbox"/> Nuss Brown
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Hunter Green	<input checked="" type="checkbox"/> R Evergreen

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

☐ Basalt ☒ Mountain Blend ☐ Natural Grey ☐ Romana

Roof Texture Options:

☐ Cedar Shake ☒ Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood	T Horizontal Lap	Napa Valley Rock	} Can only be used as bottom texture.
Split Face Block	Board & Batt	River Rock	
Stucco/Skip Trowel	Brick	B Flagstone	

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

☒ Non-locking ADA Handle ☐ Pull Handle/Push Plate
☐ Privacy ADA Latch

Deadbolt Options:

☐ CXT Supplied ☐ Customer Supplied: _____
Type & Part Number

Accessible Signage Options:

☒ Men ☒ Women ☐ Unisex

Paper Holder Options:

☐ 2-Roll Stainless Steel ☒ 3-Roll Stainless Steel

Notes:



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 643343, Pittsburgh, PA 15264-3343

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1019282233 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform

delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

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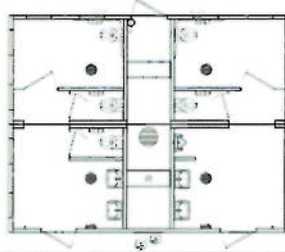
- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

Rev. 07/21/2021



Taos with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, 30-gallon water heater, interior and exterior lights, off loaded, and set up at site.

Base Price

Taos 20' x 26'	\$ 143,955.00	Click to select	143,955.00
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Added Cost Options:

Final Connection to Utilities		\$ 7,000.00	<input checked="" type="checkbox"/>	7,000.00
(per section)	Optional Wall Texture -choose one	<input type="radio"/> Split Face Block (\$4,000) <input type="radio"/> Struck Trowel (\$4,000) <input type="radio"/> Stone (\$5,500) <input type="button" value="Reset Wall Texture"/>		
	Optional Roof Texture	<input type="checkbox"/> Delta Rib	\$ 4,000.00	0.00
	Insulation and Heaters		\$ 19,500.00	<input checked="" type="checkbox"/> 39,000.00
	Stainless Steel Water Closet (each)	Qty: 5	\$ 1,500.00	<input checked="" type="checkbox"/> 7,500.00
	Stainless Steel Lavatory (each)	Qty: 4	\$ 1,100.00	<input checked="" type="checkbox"/> 4,400.00
	Stainless Steel Urinal (each)	Qty: 1	\$ 1,400.00	<input checked="" type="checkbox"/> 1,400.00
	Electric Hand Dryers (each)	Qty: 2	\$ 700.00	<input type="checkbox"/> 0.00
	Electronic Flush Valves (each)	Qty: 5	\$ 750.00	<input type="checkbox"/> 0.00
	Electronic Lavatory Faucets (each)	Qty: 4	\$ 750.00	<input type="checkbox"/> 0.00
	Electronic Urinal Valve (each)	Qty: 1	\$ 1,700.00	<input type="checkbox"/> 0.00
	Exterior Mounted ADA Drinking Fountain w/Cane Skirt	Qty: 1	\$ 4,500.00	<input checked="" type="checkbox"/> 4,500.00
	Optional Door Closure (each)	Qty: 2	\$ 450.00	<input checked="" type="checkbox"/> 900.00
	Skylight in Restroom (each)	Qty: 4	\$ 950.00	<input type="checkbox"/> 0.00
	Marine Grade Skylight in Restroom (each)	Qty: 4	\$ 2,450.00	<input type="checkbox"/> 0.00
	Marine Package for Extra Corrosion Resistance (per section)		\$ 4,700.00	<input type="checkbox"/> 0.00
	Tile Floor in Restroom (per section)		\$ 6,000.00	<input type="checkbox"/> 0.00
	Fiberglass Entry and Chase Doors and Frames	Qty: 3	\$ 1,000.00	<input type="checkbox"/> 0.00
	2K Anti-Graffiti Coating (per section)		\$ 3,500.00	<input checked="" type="checkbox"/> 7,000.00
	Timed Electric Lock System (2 doors - does not include chase door)	Qty: 2	\$ 600.00	<input checked="" type="checkbox"/> 1,200.00
	Exterior Frostproof Hose Bib with Box (each)	Qty: 1	\$ 500.00	<input checked="" type="checkbox"/> 500.00
	Paper Towel Dispenser (each)	Qty: 2	\$ 200.00	<input checked="" type="checkbox"/> 400.00
	Toilet Seat Cover Dispenser (each)	Qty: 5	\$ 100.00	<input type="checkbox"/> 0.00
	Sanitary Napkin Disposal (each)	Qty: 3	\$ 75.00	<input type="checkbox"/> 0.00
	Baby Changing Station (each)	Qty: 2	\$ 675.00	<input type="checkbox"/> 0.00
	CXT Wastebasket (each)	Qty: 2	\$ 150.00	<input type="checkbox"/> 0.00
Total Cost of Selected Accessories from Accessories Price List:			\$	73,800.00
Custom Options:			\$	
Engineering and State Fees:			\$	3,000.00
Estimated One-Way Transportation Costs to Site (quote):			\$	27,200.00
Estimated Tax:			\$	
Estimated monthly payment on 5 year lease \$4,983.90			Total Cost per Unit Placed at Job Site:	\$ 247,955.00

This price quote is good for 60 days from date below, and is accurate and complete.

Rich Edwards

Digitally signed
by Rich Edwards
Date: 2022.10.24
17:19:01 -05'00'

CXT Sales Representative

Date



I accept this quote. Please process this order.

Site #2

Company Name

Customer

Date

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Sage Green
<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Rosewood
<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Mocha Carmel	<input type="checkbox"/> Malibu Taupe
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> W Natural Honey	<input type="checkbox"/> Salsa Red	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Cappuccino Cream	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Georgia Brick	<input type="checkbox"/> Western Wheat	<input type="checkbox"/> Nuss Brown
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Hunter Green	<input type="checkbox"/> R Evergreen

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

☐ Basalt ☒ Mountain Blend ☐ Natural Grey ☐ Romana

Roof Texture Options:

☐ Cedar Shake ☒ Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood	T Horizontal Lap	Napa Valley Rock	} Can only be used as bottom texture.
Split Face Block	Board & Batt	River Rock	
Stucco/Skip Trowel	Brick	B Flagstone	

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

☒ Non-locking ADA Handle ☐ Pull Handle/Push Plate
☐ Privacy ADA Latch

Deadbolt Options:

☐ CXT Supplied ☐ Customer Supplied: _____
Type & Part Number

Accessible Signage Options:

☒ Men ☒ Women ☐ Unisex

Paper Holder Options:

☐ 2-Roll Stainless Steel ☒ 3-Roll Stainless Steel

Notes:



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-18

**#2022-364 - Approving Amendment to Agreement with Grow
Grand Island for Plaza Expansion Project**

Staff Contact: Laura McAloon

Council Agenda Memo

From: Laura D. McAloon, City Attorney

Meeting: December 20, 2022

Subject: Amendments to Agreement between Grow Grand Island, Inc. and City regarding Downtown Plaza Expansion

Presenter(s): Laura D. McAloon, City Attorney

Background

On June 14, 2022, the City Council adopted Resolution No. 2022-164 authorizing the execution of a Donation and Construction Agreement Between Grow Grand Island, Inc. and the City of Grand Island For Expansion of the Downtown Public Plaza (the “Agreement”). The Agreement requires City Council approval of the final plans for the project and also requires completion of the construction by December 31, 2022. Although Grow Grand Island Inc.’s (“GGI”) contractor has been diligently working on the project, it is apparent that construction will not be completed by December 31, 2022. In addition, GGI is seeking the City Council’s final approval of the plans for the project, which now includes restrooms, landscaping and final design of the stage area.

Discussion

GGI has presented City staff with its final plans for the expansion of the Downtown Public Plaza, also known as Amur Plaza. Staff have prepared a resolution authorizing the adoption of the final plans, attached to the resolution as Exhibit A and authorizing a five month extension for completion of construction not later than June 1, 2023.

In addition, GGI and its contractor have requested an amendment to the Agreement to clarify that their compliance with the permits issued by various City Departments for the construction of the project and related utilities and installation of the landscaping will satisfy the Agreement’s requirement for “prior written approval of the City Engineer” for all aspects of the project. Staff agree with the recommended changes from GGI and also agree that their requested changes will clarify the required process for all involved Departments. The proposed resolution contains the language necessary to amend the Agreement. The City Engineer will still be required to review and approve the improvements prior to the City Council’s acceptance of the project and improvements as complete, in addition to the required approvals from City Departments that have issued permits for the project.

Alternatives

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

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

Recommendation

City staff recommend adoption of the resolution approving the final plans for the project, extending the construction completion date and amending contract language to clarify the approval process.

Sample Motion

Move to approve Resolution 2022-365 approving the final plans for the Downtown/Amur Plaza project, extending the construction completion date to June 1, 2023 and amending contract language to clarify the approval process.

RESOLUTION 2022-364

WHEREAS, pursuant to the authority granted by the Grand Island City Council, the City of Grand Island, NE (“CITY”) and Grow Grand Island, Inc. (“GGI”) entered into a “Donation And Construction Agreement Between Grow Grand Island, Inc. and The City Of Grand Island For Expansion Of The Downtown Public Plaza” (the “Agreement”) on June 30, 2022; and

WHEREAS, it is necessary to amend the Agreement to reflect City Council’s approval of the final planned improvements by GGI to the CITY’s Downtown Public Plaza through the adoption of an updated Exhibit A to the Agreement; and

WHEREAS, it is also necessary to amend the Agreement to reflect recommended changes to the process and procedures for obtaining the approval of the construction plans and specifications and the building materials in order to reflect the City’s current permitting process and departmental responsibilities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the following amendments to the Agreement are and shall be approved as set forth herein (deletions shown in ~~striketrough~~; additions shown in underline).

Section I.B. CONSTRUCTION is amended as follows:

1. The plans and specification for the Plaza Expansion must receive ~~the prior written approval of the City Engineer and~~ the written approval of the applicable City Engineer is required departments, which approval may be reflected by the issuance of required City permits for all construction documents and final selections of building materials prior to construction. GGI agrees that the Plaza Expansion shall be completed in strict adherence to the design as approved and/or permitted by the CITY. Any material deviations from the design drawings depicted in Exhibit A shall be permitted only with the prior written approval of the CITY.
2. At no cost to the CITY, GGI shall be responsible for and to fund the construction of the Plaza Expansion to be constructed during such times during the construction period as mutually agreed to by the CITY and GGI. Construction shall not begin until GGI has received or has binding commitments for the Funds. The construction period shall begin no later than July 5, 2022 (weather permitting) and shall end no later than ~~December 31, 2022~~ June 1, 2024 (the “Construction Period”). ~~In the event that construction is not completed by December 31, 2022, GGI may request an extension of time for the Construction Period for up to 6 additional months, and City Administrator may grant such expection as his sole discretion.~~

...

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney

Section II. D. ACCEPTANCE OF IMPROVEMENTS is amended as follows:

1. Upon completion of the Plaza Expansion, such improvements shall be reviewed by the applicable City departments and the City Engineer and, if approved, and upon receipt of the GGI's professional Engineer/Architect certification of completion of the Plaza Expansion with the plans and specifications approved by the CITY, it shall be recommended to the City Council for acceptance by the City Administrator or designee. Acceptance of ownership of these Improvements shall be subject to the verification by the CITY that the project has been completed in compliance with all permits issued by the CITY, this Agreement and subject to receipt by the CITY Engineer of as built plans and other required documents. Such acceptance shall occur by resolution of the City Council.
2. Upon acceptance by resolution of the City Council, the Plaza Expansion shall immediately become the property of the CITY and the GGI forfeits all rights to such Plaza Expansion. It is expressly agreed and understood that nothing in this Agreement shall be construed as empowering the GGI to encumber, mortgage or pledge any interest in the site or improvements thereon in any manner whatsoever.
3. Following CITY Council acceptance of the Plaza Expansion, the CITY and GGI shall mutually agree to a date and time for a ribbon cutting ceremony.

BE IT FURTHER RESOLVED, that the attached plans depicting a stage, landscaping, public restrooms and public parking, attached hereto as Exhibit A and incorporated herein by reference, are hereby adopted and approved as the final plan for improvements to be constructed by Grow Grand Island on the City's property designated as the Downtown Public Plaza.

BE IT FURTHER RESOLVED that the amendments set forth above shall be effective upon the final date of execution of a fully signed amendment to the Agreement by the CITY and GGI in the form set forth as Exhibit B to this resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 20, 2022.

Roger G. Steele, Mayor

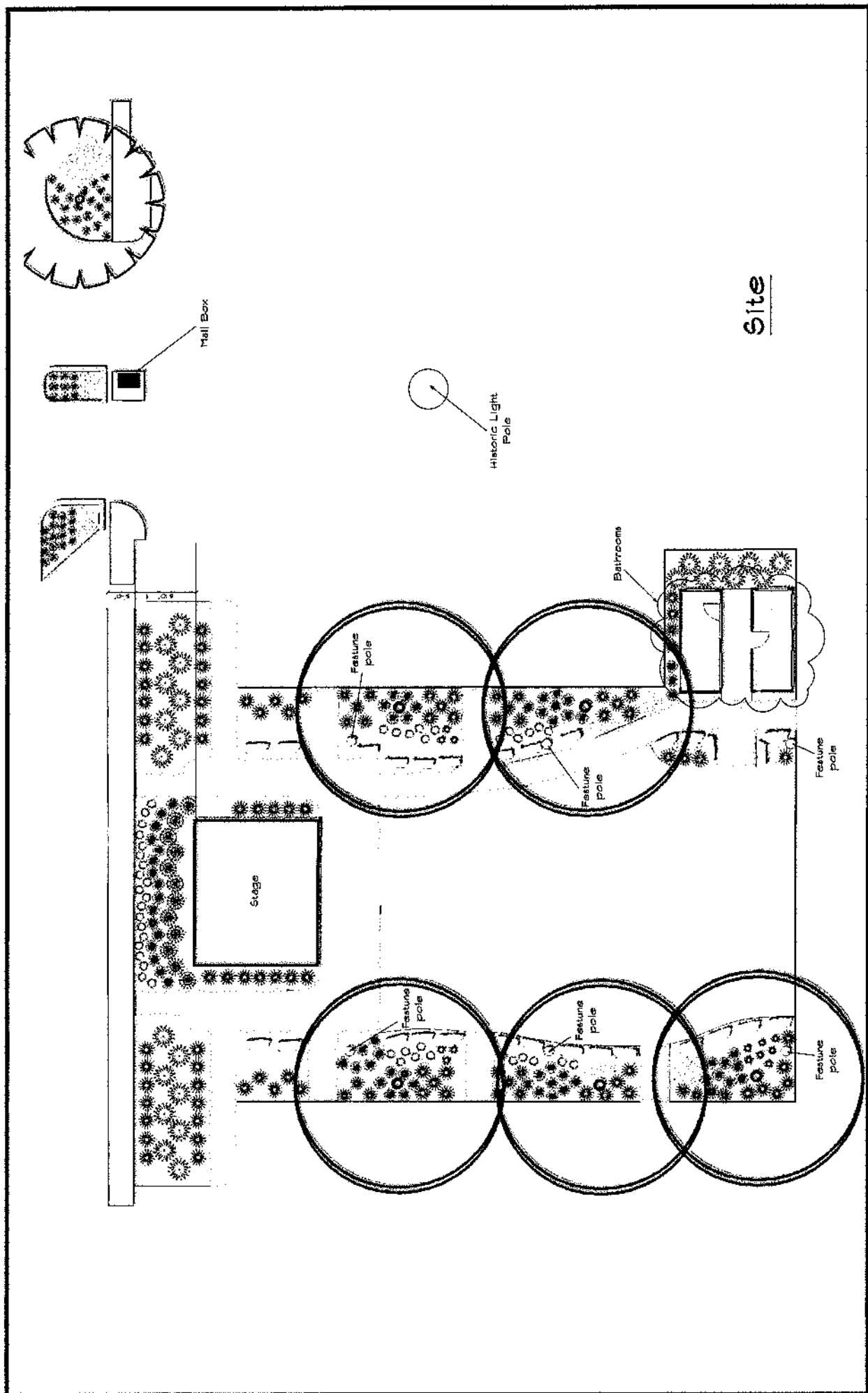
Attest:

RaNae Edwards, City Clerk

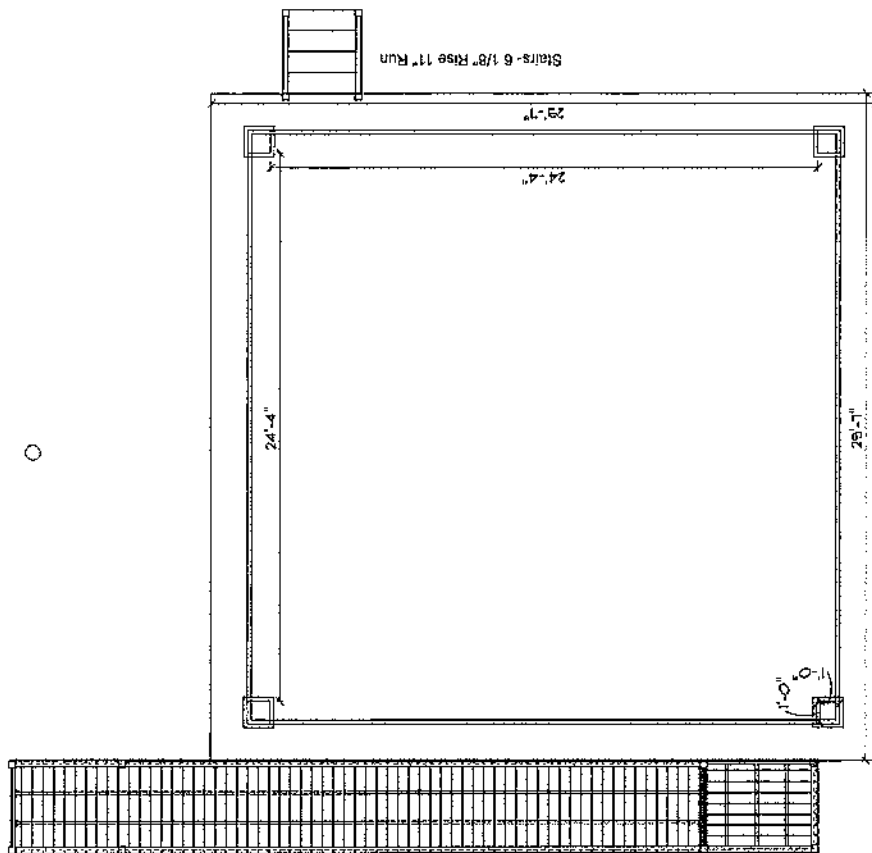
- 2 -

EXHIBIT A

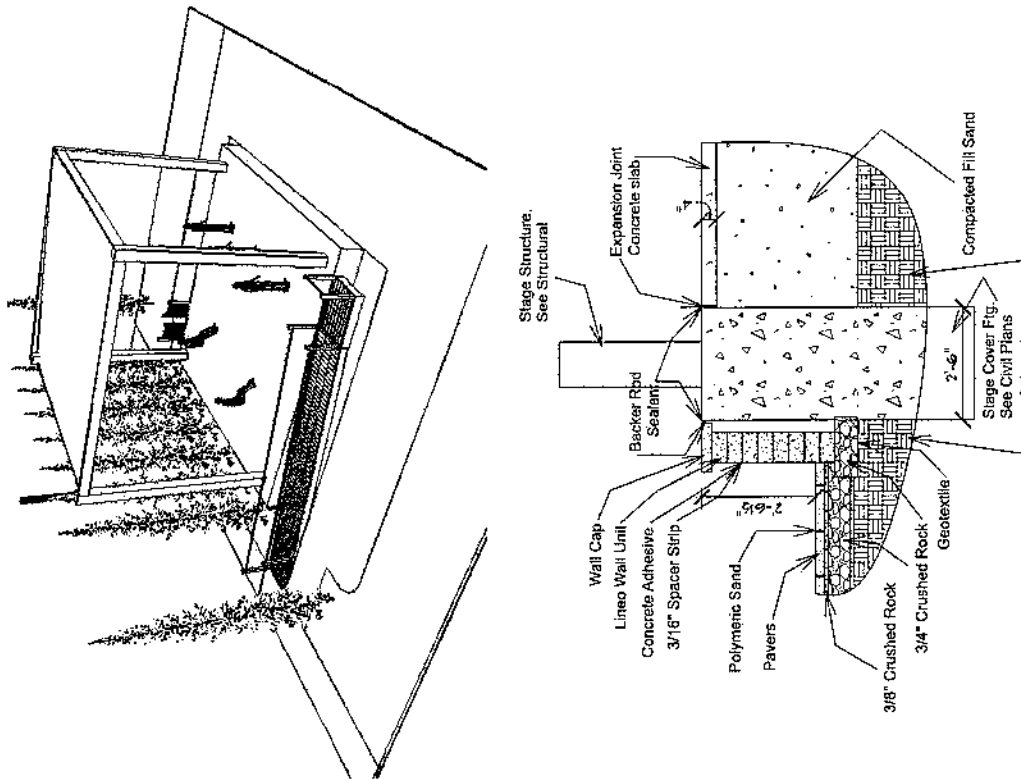
**FINAL PLANS FOR IMPROVEMENTS TO THE DOWNTOWN PUBLIC PLAZA
(Site Plan and Landscaping Plan attached)**



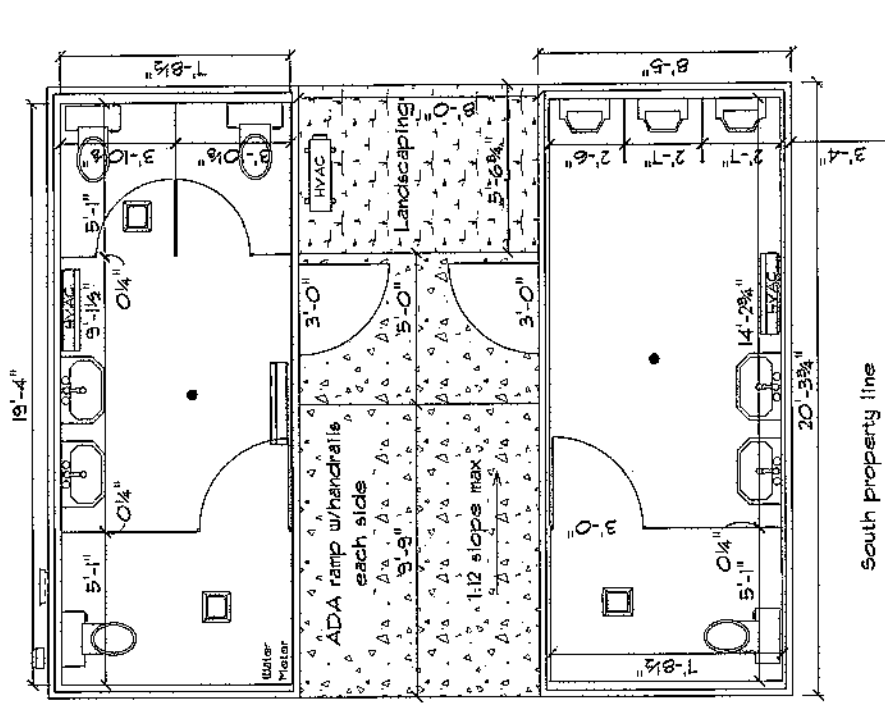




STAGE
SCALE: 3/16" = 1'-0"



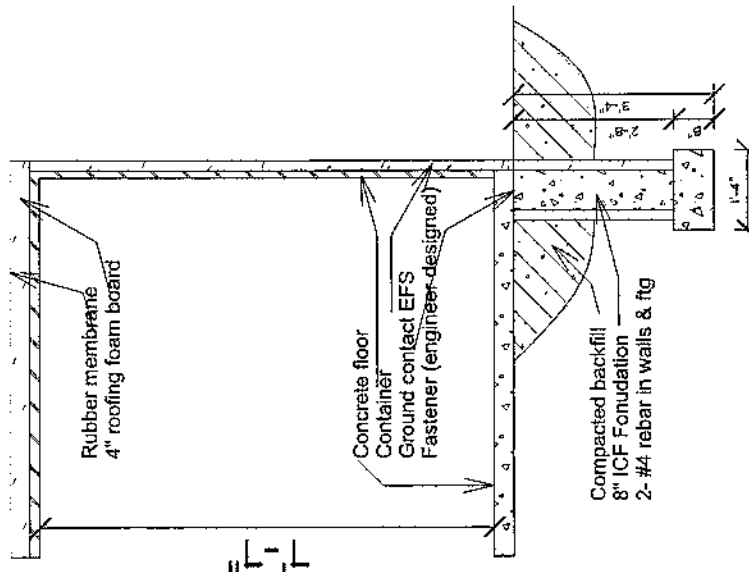
Cross Section
SCALE: 3/16" = 1'-0"



Alley

Bathrooms

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



Cross Section

SCALE: 1/2" = 1'-0"

EXHIBIT B
FORM OF AMENDMENT

**FIRST AMENDMENT TO DONATION AND CONSTRUCTION AGREEMENT BETWEEN
GROW GRAND ISLAND, INC. AND THE CITY OF GRAND ISLAND FOR EXPANSION
OF THE DOWNTOWN PUBLIC PLAZA**

This First Amendment to the June 30, 2022 Donation and Construction Agreement between the City of Grand Island and Grow Grand Island, Inc. ("Agreement"), is made and entered into this ____ day of December, 2022 by and between the City of Grand Island, Nebraska (the "CITY") and GROW GRAND ISLAND, INC. a Nebraska not for profit corporation ("GGI").

Section I.B. CONSTRUCTION is amended as follows (deletions shown in ~~strikethrough~~; additions shown in underline):

1. The plans and specification for the Plaza Expansion must receive ~~the prior written approval of the City Engineer and~~ the written approval of the applicable City Engineer is required departments, which approval may be reflected by the issuance of required City permits for all construction documents and final selections of building materials prior to construction. GGI agrees that the Plaza Expansion shall be completed in strict adherence to the design as approved and/or permitted by the CITY. Any material deviations from the design drawings depicted in Exhibit A.
2. At no cost to the CITY, GGI shall be responsible for and to fund the construction of the Plaza Expansion to be constructed during such times during the construction period as mutually agreed to by the CITY and GGI. Construction shall not begin until GGI has received or has binding commitments for the Funds. The construction period shall begin no later than July 5, 2022 (weather permitting) and shall end no later than ~~December 31, 2022~~ June 1, 2024 (the "Construction Period"). ~~In the event that construction is not completed by December 31, 2022, GGI may request an extension of time for the Construction Period for up to 6 additional months, and City Administer may grant such exception as his sole discretion.~~

...

Section II. D. ACCEPTANCE OF IMPROVEMENTS is amended as follows:

1. Upon completion of the Plaza Expansion, such improvements shall be reviewed by the applicable City departments ~~Engineer~~ and, if approved, and upon receipt of the GGI's professional Engineer/Architect certification of completion of the Plaza Expansion with the plans and specifications approved by the CITY, it shall be recommended to the City Council for acceptance by the City Administrator or designee. Acceptance of ownership of these Improvements shall be subject to the verification by the CITY that the project

has been completed in compliance with all permits issued by the CITY, this Agreement and subject to receipt by the CITY Engineer of as built plans and other required documents. Such acceptance shall occur by resolution of the City Council.

2. Upon acceptance by resolution of the City Council, the Plaza Expansion shall immediately become the property of the CITY and the GGI forfeits all rights to such Plaza Expansion. It is expressly agreed and understood that nothing in this Agreement shall be construed as empowering the GGI to encumber, mortgage or pledge any interest in the site or improvements thereon in any manner whatsoever.
3. Following CITY Council acceptance of the Plaza Expansion, the CITY and GGI shall mutually agree to a date and time for a ribbon cutting ceremony.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment To Donation And Construction Agreement Between Grow Grand Island, Inc. And The City Of Grand Island For Expansion Of The Downtown Public Plaza by having their signatures affixed below.

GROW GRAND ISLAND, INC	CITY OF GRAND ISLAND, NE
_____ Authorized Representative	_____ Roger G. Steele, Mayor
Date: _____	Date: _____
	ATTEST:
	_____ RaNae Edwards, City Clerk
	APPROVED AS TO FORM:
	_____ Laura D. McAloon, City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-19

#2022-365 - Approving Sending the CDBG Consolidated Annual Performance Evaluation and Review to HUD

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting Date: December 20, 2022

Subject: Approving Submission of the 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) for Community Development Block Grant Funding to HUD

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

The Consolidated Annual Performance & Evaluation Report describes accomplishments and progress throughout the past fiscal year with Community Development Block Grant, Federal funding from Housing & Urban Development. All entitlement grantees are required to complete a 3, 4 or 5 year Consolidated Plan that is carried out by an Annual Action Plan, at the end of each fiscal year a Consolidated Annual Performance & Evaluation Report (CAPER) must be completed.

Discussion

The Consolidated Annual Performance & Evaluation Report addresses the funds that were still in use from previous year's allocations and \$404,226 of CDBG funds that were allocated for use beginning 10/1/2021. It also identifies areas of success and barriers towards meeting the community development priority needs, and objectives stated in the 5 year Consolidated Plan through activities that were implemented during the Program year 2022 as a result of Community Development Block Grant Funds.

Alternatives

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

1. Accept the Community Development Block Grant 2021-2022 Consolidated Annual Performance & Evaluation Report for submittal to HUD.
2. Do not accept the Community Development Block Grant 2021-2022 Consolidated Annual Performance & Evaluation Report for submittal to HUD.

Recommendation

City Administration recommends that the Council accept the report on the Community Development Block Grant 2021-2022 Consolidated Annual Performance & Evaluation Report for submittal to HUD.

Sample Motion

Move to accept the report on the Community Development Block Grant 2020 Consolidated Annual Performance & Evaluation Report for submittal to HUD.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Grand Island has had areas of success throughout the 2021 program year in regards to goals stated in the 2019-2023 Consolidated Plan. The City continues to utilize CDBG-CV funding with community partnerships to meet recognized needs of low to moderate income households. CDBG-CV funding has been used to implement programs that aid in preventing homelessness by providing Rent mortgage and utility assistance payments, Heartland United Way was able to aid 96 households throughout this program year with the creation of their COVID response program. Heartland United Way was also able to implement a Protect GI program. Through the creation of Protect GI, CDBG-CV funds were able to aid a large amount of non-profit service providers and individuals. Protect GI provides items that relate to PPE, sanitization and disinfectant to help mitigate COVID. These items were available to the general public and organizations that provide social services to those in need. Through the Protect GI program 13781 individuals were served throughout this program year.

Another organization making great stride in aiding vulnerable populations is The YWCA who sought to use CDBG-CV funds to aid those that lost their employment or required a change in employment as a repercussion of COVID. The YWCA created the Women's empowerment Center, which welcomed anyone who lost wages due to COVID, to enroll in the program. The Women's Empowerment Center provided classes and one on one tutoring to learn digital and soft skills, financial literacy programs and in some instances job training. The Program was able to secure other funding that aiding in meet the needs of those enrolled, to provide childcare at no cost while they were in the program as well as those who completed the financial literacy courses received a small monetary amount from a local bank to start a saving account. These programs made strides in meeting the goal: Prevent Prepare and respond to COVID-19 and providing aid to vulnerable populations.

In 2020 and 2021 a significant allocation was made to a local non profit known as Railside Downtown Business Improvement District. Railside has continued to use CDBG funds to help small businesses start up or relocate to the downtown area by offering aid in the form of Rental Assistance. This has both prompted owners of buildings downtown to renovate and aided small locally owned business to occupy recently rehabbed store fronts, while expanding their businesses. Through out the 2021 program year this program was able to provide Rental assistance to 2 new business, these business received aid for up to 80% of their rent for the first 6 months of occupancy.

CAPER

1

OMB Control No: 2506-0117 (exp. 09/30/2021)

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Cultivate Small and Emerging Businesses	Non-Housing Community Development	CDBG: \$40000	Facade treatment/business building rehabilitation	Business	2	2	100%			
Cultivate Small and Emerging Businesses	Non-Housing Community Development	CDBG: \$40000	Jobs created/retained	Jobs	15	0	0.00%			
Cultivate Small and Emerging Businesses	Non-Housing Community Development	CDBG: \$40000	Businesses assisted	Businesses Assisted	0	0		3	0	0.00%
Increase and Preserve Affordable Housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	7	0	0.00%			
Increase and Preserve Affordable Housing	Affordable Housing	CDBG: \$	Buildings Demolished	Buildings	15	0	0.00%			
Increase and Preserve Affordable Housing	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	15	0	0.00%			

CAPER

2

OMB Control No: 2506-0117 (exp. 09/30/2021)

Prepare, Prevent and Respond to Covid-19	Prevent, Prepare and respond to Covid-19	CBDG-CV-3: \$ / Public Federal: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	13781	9,187.33%	0	13781	
Prepare, Prevent and Respond to Covid-19	Prevent, Prepare and respond to Covid-19	CBDG-CV-3: \$ / Public Federal: \$	Homelessness Prevention	Persons Assisted	0	96	100%	0	96	
Program Administration	Program Administration	CDBG: \$	Other	Other	1	1	100%			
Support Public Services for vulnerable population	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		1280	0	0.00%
Support Public Services for vulnerable population	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	3	1	33%			
Support Public Services for vulnerable population	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	6	0	0.00%			
Support Public Services for vulnerable population	Non-Housing Community Development	CDBG: \$	Housing for Homeless added	Household Housing Unit	0	0		10	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

CAPER

3

OMB Control No: 2506-0117 (exp. 09/30/2021)

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All funds provided under the CDBG program address priorities identified within the 2019-2023 Consolidated Plan. No one specific activity was denoted to be a higher priority than any other activity, as all activities aim to assist low-income residents of our community and meet a national objective. Although CDBG-CV funds as a whole were prioritized over annual allocation funds to help mitigate challenges that are still seen in our community as a result of COVID.

CAPER

4

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	128
Black or African American	58
Asian	6
American Indian or American Native	1
Native Hawaiian or Other Pacific Islander	0
Total	193
Hispanic	6
Not Hispanic	187

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CDBG funds were utilized to benefit a variety of races and ethnicities. No one race was given priority over others, all programs were operated as a first come first serve basis.

The current numbers on the table above represent the clients served through out 2021 from various activities. Although majority of the numbers recorded above are a direct result from public service activities that serve populations that are low to moderate income. The activities are being implemented by organizations who partnered with the City as subrecipients, such as the YWCA, YMCA, and Heartland United Way, Salvation Army, Central Nebraska Community Action Partnership and The Literacy Council.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	385,907	
Other	public - federal	0	

Table 3 - Resources Made Available

Narrative

Due to many challenges that our community partners have faced as a repercussion of COVID, some planned activities did not move forward as expected. Organizations who are often sub-recipients suffered throughout the year in regards to staffing, lack of volunteers and lessening monetary donations. Due to those reasons some projects no longer had the ability to leverage resources as originally expected and could not move forward with proposed activities. Any funds that are remaining will be placed in a substantial amendment to formulate new programs and activities that will meet the needs within our community.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Blight & Substandard Area #1	4		
Blight & Substandard Area #2			
Blight & Substandard Area #4			
Blight & Substandard Area #6			
City of Grand Island	76		
LMI Census Tracts	18		

Table 4 – Identify the geographic distribution and location of investments

Narrative

The Table above represents funding that has been expended to date from the 2021 allocations and past allocations.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

At this time the City of Grand Island does not require a local match from sub grantees although the City plans on using funds, whenever possible, to assist community groups and organizations in leveraging resources. This means the City will consider projects a priority if the CDBG funds will be used as a leverage to further secure additional funding to conduct a project on a scale much larger than would have been possible with CDBG funds alone.

The YMCA daycare scholarship program is being used to layer on top of other funding sources to lower the cost of childcare for low to moderate income families. This allows more spots for those receiving childcare subsidies.

The Women's Empowerment Center was able to obtain other grant opportunities and funds from private donors to add incentives to their programs. Women who were enrolled and received services such as aid in job searching, job training, or interviewing skills or budgeting skills were able to receive free child care for the first 2 weeks at their new job and a prorated childcare costs until they found their childcare after entering a new Employment. The Women's empowerment was also able to secure funding from Allstate that allowed program participants who completed budgeting skills courses at the YWCA to receive \$200 to start a savings account.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	96	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	96	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	96	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	96	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

At this time there were no projects that had outcomes in terms of building new households or rehabbing existing households. With the use of CDBG-CV funds CNCAP and Heartland United Way were both able to implement programs that aid in providing Rental and mortgage assistance to those that lost wages due to COVID. Both CNCAP and Heartland United Way programs were significant to meeting the needs within our community and continued to utilize funds to meet those needs throughout this previous program year after moratoriums were lifted and many employers no longer provided sick leave with pay. The community members still face covid difficulties and once encountered are still losing wages due to this.

Discuss how these outcomes will impact future annual action plans.

The City of Grand Island works hard to continue progressing towards the housing goals set in the 2019-2023 Consolidated Plan. Although the Owner Occupied Rehabilitation programs have had slow progress, they generally are effective to meeting the the housing quality needs in our community, the City believes the speed of progress in past programs can be directly related to COVID-19 and there fore would fund programs similar in the future, Other directions the City has gone in the past is impletmenting a Purchase, Rehab, and Resell program. As this program purchases houses within the community and “rehabs “them, which in turn aides not only LMI persons but can help the curb appeal of a neighborhood.

The City has yet to do so, but may in the future look at neighbor hoods who have worst case houses and target areas of LMI to do specific target area rehabilitation. With the creation of community housing groups such as the housing Improvement Partnership/BUILD GI group, and a rental needs taskforce the City hopes to build and maintain affordable housing options within Grand Island by creating partnerships between for-profit developers, landlords and non-profit housing service providers. The City does recognize that there is a need for affordable housing

and hopes that these community groups can foster growth in this area.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	38	0
Low-income	40	0
Moderate-income	15	0
Total	93	0

Table 7 – Number of Households Served

Narrative Information

The information provided on the table above is a direct result of those served through the 2021 program year with the use of CDBG funds. Programs that contribute to this number are listed below:

Central Nebraska Community action Partnership- GI cares, Emergency payments

Heartland United Way- COVID Community Response

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Throughout this program year, the City of Grand Island did not partake in any projects that specifically targeted homelessness. The City continues to support local area Continuum of Care (CoC) by having a staff member from the Community Development Division attend the meetings. The CoC has several local agencies that serve homeless persons. The Local CoC works as a collective group to meet and conduct case coordination to better help individuals find the services best suited for them.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Grand Island continues does have multiple agencies such as Hope Harbor, Crossroads Mission, and Crisis Center, who provide transitional shelter while participating in programs that promote self sufficiency.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Grand Island allocated previous funds to Hope Harbor who partnered with other services providers to implement a Project Connect Event, this acted as a one day event where homeless and near homeless were able to locate services in one location. The City of Grand Island works with the Local Continuum of Care and other Local non-profits to continue seeking financial help from other State and Federal Entities. Majority of the providers who participate in the local CoC follow the "Housing First Policy", the group is equipped to discuss what services are needed and which agencies can help individuals after discharge from institutions.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City does not experience a high number of chronic homelessness compared to near homeless. The City does participate in discussion of homelessness needs through both the regional CoC and the local CoC group and has formed partnerships with community partners that aid in preventing homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Grand continues to support agencies such as the Hall County Housing Authority. The Hall County Housing Authority (HCHA) currently has the Public Housing Program which allows the HCHA to offer 391 apartments and scattered homes in the Hall County area at an income based rate.

The City of Grand Island continues to work with other non-profit agencies and the Hall County Housing Authority through a committee called BUILD GI which acts as a hub for housing needs.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Grand Island continues to coordinate with the Continuum of Care (CoC) in order to partner with other non-profits to meet needs that are within the Community of Grand Island.

The City of Grand Island welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. The City particularly encourages involvement by low and moderate income households, individuals residing in areas targeted for program activities, minorities and non-English speaking persons, as well as persons with disabilities. In addition, residents of public housing and other assisted housing groups are encouraged to participate. We encourage local and regional institutions and other organizations including businesses, neighborhoods associations, housing developers including the hall County Housing Authority, and Community and Faith Based organizations to become involved in the planning process.

The Hall County Housing Authority is a separte public body from the City and provides all of the services to citizens for any housing choice vouchers, Section 8 programs, and public housing. The HCHA does have a full time social worker who offers free confidential social work services to the HCHA residents, the social worker assists residents by diagnosing problems, advocating for and providing referral services to individuals and families dealing with various challenges.

Actions taken to provide assistance to troubled PHAs

The City of Grand Island has no plans of Action in this specified area at this time.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City continues to seek opportunities for public input in restrictive policeis and procedures. The City of Grand Island has taken actions in the past to remove negative effects of public policies in regard to the development of affordable housing including the change of subdivision regulations to allow for narrower streets and small lots sizes, thereby reducing the cost to the developer, which could in turn foster a reduction in cost to the potential homeowners.

In regard to the CBDG funds and future plans to remove or ameliorate barriers, the City of Grand Island has partnered with other local housing agencies to form the Housing Improvement Partnership, this group works within the community to aid in the goal of obtaining affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Grand Island continues to find new ways to develop affordable housing and economic opportunities. The city continues to provide support to many organization within the community as well as organizations that are receiving CDBG funds. As the City continues to work with other organizations and the BUILD GI committee's Partnership begins to grow, the city will have a group well suited for meeting the goals by using activities which meet national objectives and serve the needs of developing stable neighborhoods and/or addressing housing needs of income-qualifying senior citizens.

Recently the Grand Island Area EDC And BUILD GI group were able to apply for the Nebraska Rural Workforce Housing Funds and were able to Secure \$1 million with a \$1 million match allowing a 2 million dollar program that will aid in over coming the obstacles that have been seen within our community, such as the price of infill lots, and infrastructure.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City Of Grand Island did not directly operate any rehabilitation efforts spefically addressing

lead based paint issues although Owner, Occupied, rehabilitation programs did take place during the past program year. For this reason, the Lead based Paint Guidelines which apply are those directly related to sub-recipients of CDBG funds. The following actions are included in the City's Community Development Policy and Procedures Document:

"At a minimum, sub-recipient is required to:

- a) Notify a purchaser or lessee of the presence of any known lead-based paint and/or; lead-based paint hazards;
- b) paint test surfaces to be disturbed or removed during rehabilitation for the presence of lead-based paint, or presume lead-based paint and notify the occupants of the results within 15 days of when the evaluation report is received or the presumption is made;
- c) Provide each occupied dwelling unit discussed in (a) and (b) in the preceding section with the EPA-approved lead hazard information pamphlet Protect Your Family from Lead in Your Home or EPA- approved equivalent;
- d) Reduce Lead Hazards as required by the applicable subparts of Part 35 (full description of Part 35 is available in the Community Development Policy and Procedures, it states the varying levels of requirements, in relation to the level of financial assistance provided); and
- e) Perform clearance testing, including dust testing, before re-occupancy after all but minimal ("de minimis") amounts of paint disturbances."

It should also be noted that the Community Development Policy and Procedures states that "Where regulations differ, Sub-recipients are held to the stricter of the standards."

At this point and time, the City of sees the implementation and enforcement of the above guidelines as actively attempting to reduce Lead Based Paint Hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continues to offer CDBG grants for Public Services to Non-profit Service providers within Grand Island. Additionally, other sectors of Grow Grand Island are working to address the needs of poverty-level families, including workforce initiatives and education initiatives. The City of Grand Island's

Emergency Management Department, Police Department and Fire Department also have various programs that support poverty-level families. It is the intent of the City to continue to support these programs in its efforts to address the poverty needs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Grand Island Continues to work closely with community partners through the local and regional Continuum of Care groups. The City continues to support agencies such as the Salvation Army, Hope Harbor, Housing Development Corporation and Hall County Housing Authority. With these Partnerships, the City Continues to make progress towards providing services to vulnerable populations. Although current progress in serving homeless or poverty stricken persons is achieved through these partnerships as each agency offers different expertise. The City has also worked closely with the Grand Island Area Economic Development Corporation (GIAEDC). The GIAEDC was able to fund and complete the current Housing Study for the City of Grand Island. This allowed the City and partnering agencies to continue progress in addressing the needs of homeless and poverty stricken persons within the City of Grand Island.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Grand Island continues to participate in monthly meetings with the local Continuum of Care. The City and other non-Profit partners within the CoC continue to cooperate in finding ideas to meet the housing and residential needs within the community of Grand Island. Throughout the past couple of years the City of Grand Island and other community partners have formed a working committee called BUILD GI which now has its own LLC under the Grand Island Area Economic Development Corporation, this committee has housing partners from both the private and public sectors to build much needed relationships as well as to help generate funding for housing development through grants and matching funds.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In regard to furthering affordable housing, the City continues to work towards providing for a range of housing types and densities for all economic segments of the population. The City encourages equal and fair access to housing for renters and homeowners.

The City also promotes accessibility by providing affordable housing by formulating innovative policies, regulations and practices, and establishing secure funding mechanisms and targeting affordability programs toward household with income considered low to moderate income.

In order to overcome these impediments the City Of Grand Island works towards making progress on goals that were prioritized by the City in the 2019-2023 Consolidated Plan, which were to increase affordable housing options within the city and provide support services for neighborhoods and vulnerable populations. Progress towards goals was made by working with local partnerships such as the continuum of care, Housing Development Corporation, Habitat for Humanity and Hall County Housing Authority.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Grand Island executes contracts for all CDBG activities. These contracts meet the applicable program and federal requirements. The City monitors contracts for compliance with these program requirements, including general management, performance goals, financial management, data collection, reporting, eligibility determinations, non-discrimination, fair housing, affirmative marketing, Davis-Bacon labor compliance, etc.

In accordance with 24 CFR Part 85.36(e) and 84.44(b), the City will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Community Development Division staff is responsible for monitoring program activities to assure timely use of the funds and compliance with HUD regulations and guidelines in implementing program activities under the programs. Basic tools used to accomplish this include, Contractual obligations of grant recipients which consists of a written document outlining what is expected of both sub-recipient and the City of Grand Island. Each Sub-recipient is required to complete quarterly reporting which includes the amount of clients/households/ business that have been served, progress to meeting national objective, as well as a brief explanation of progress and/ or lack of progress and updates. Every six months the Community Development Division will conduct an on-site monitoring for each sub-recipient in order to ensure that all compliances are being followed such as retention of files and financials are being kept according to contractual obligations

Citizen Participation Plan 91.105(d); 91.115(d)

The most recent version of the Citizen Participation Plan was adopted by City Council on May 26, 2020 to include all new and additional parameters as identified in regard to becoming an Entitlement Community. The Citizen Participation Plan intends to make the community aware of CDBG projects and processes, as well as to make the pathway for becoming involved with review of CDBG funding as accessible as possible. A copy of the citizen participation plan, which includes public hearing time frames and varying methods in which the Community Development Division will make information available is accessible on the City of Grand Island's website at www.grand-island.com, under the Community Development section or available in print from the Community Development Division directly at Grand Island City Hall, 100 E. 1st Street, Grand Island, Nebraska.

Outside of the public hearing process, opportunities to comment on proposed plans and other documents are available to the general public and other persons affected by the activities of the programs. A notice will be published in the Grand Island Independent in English, with directions for translation in Spanish, providing 30 calendar days for the public to comment on the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Plan Amendments and the Consolidated Annual Performance Evaluation Report.

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Grand Island continues to focus on the objectives and goals that were outlined in the 2019-2023 Consolidated plan and 2019 Annual Action plan, at this time there are no changes.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

no

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

The City did not have programs or activities that were considered to fall within the Section 3 guidelines.

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					

Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

RESOLUTION 2022-365

WHEREAS, on August 25, 2015, the City of Grand Island became an Entitlement Community; and

WHEREAS, the United States Department of Housing and Urban Development requires multiple certifications in order to comply with the Community Development Block Grant Program requirements; and

WHEREAS, all grantees are required to report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER) ; and

WHEREAS, the Community Development Division created the required Consolidated Annual Performance Evaluation and Review document to meet the requirements of the Entitlement Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is hereby approves and adopts Community Development Block Grant, 2021-2022 Consolidated Annual Performance & Evaluation Report for submission to the Department of Housing and Urban Development also known as HUD; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-20

#2022-366 - Approving Comprehensive Plan Amendment to Consider the Adoption of the Grand Island Affordable Housing Plan as an Appendix to the 2004 Comprehensive Development Plan

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Chad Nabity

RESOLUTION 2022-366

WHEREAS, the Mayor and City Council of the City of Grand Island are committed to the orderly plan necessary to accommodate future growth, housing 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, in 2020, the State of Nebraska enacted LB 866, the Municipal Density and Missing Middle Housing Act (the “Act”); and

WHEREAS, the Act mandates that cities with a population of 50,000 or more adopt an Affordable Housing Action Plan prior to January 1, 2023; and

WHEREAS, the Planning Department has contracted for the creation of an Affordable Housing Action Plan as part of an updated Comprehensive Development Plan at a cost of \$15,000; and

WHEREAS, the Affordable Housing Action Plan has been submitted as an amendment to the Comprehensive Development Plan; and

WHEREAS, such amendment was reviewed by the Regional Planning Commission on December 7, 2022, and a recommendation to approve the Affordable Housing Action Plan as submitted was forwarded by the Regional Planning Commission to the City of Grand Island; and

WHEREAS, a public hearing was held by the City Council on December 20, 2022 for the purpose of taking testimony regarding such amendment to the Comprehensive Plan; and

WHEREAS, the City Council of the City of Grand Island, upon consideration of the record, the recommendation of the Regional Planning Commission, and any public testimony before it, finds it in the best interests of the citizens and residents of the City to amend the Comprehensive Development Plan to adopt an Affordable Housing Action Plan in compliance with LB 866.

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 the Affordable Housing Action Plan attached hereto as Exhibit A and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City’s 2004 Comprehensive Plan is hereby amended and the Affordable Housing Action Plan attached hereto as Exhibit A is incorporated fully into the 2004 Comprehensive Plan as Appendix.

Approved as to Form	by _____
December 16, 2022	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-21

#2022-367 - Approving Preliminary, Final Plat and Subdivision Agreement for Prairie Commons Fifth Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 20, 2022

Subject: Prairie Commons Fifth Subdivision – Preliminary and Final Plat

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

Background

This property is located south of Husker Highway between Prairieview Street and U.S. Highway 281. This plat splits adjusts the property line between the two lots. (2 Lots, 17.119 Acres).

Discussion

The final plat for Prairie Commons Fifth Subdivision was considered at the Regional Planning Commission at the December 7, 2022 meeting on the consent agenda.

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

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

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

Prairie Commons MOB, LLC
13340 California Street, Suite 108
Omaha, NE 68154

To create no additional lots but adjust lot line boundaries.

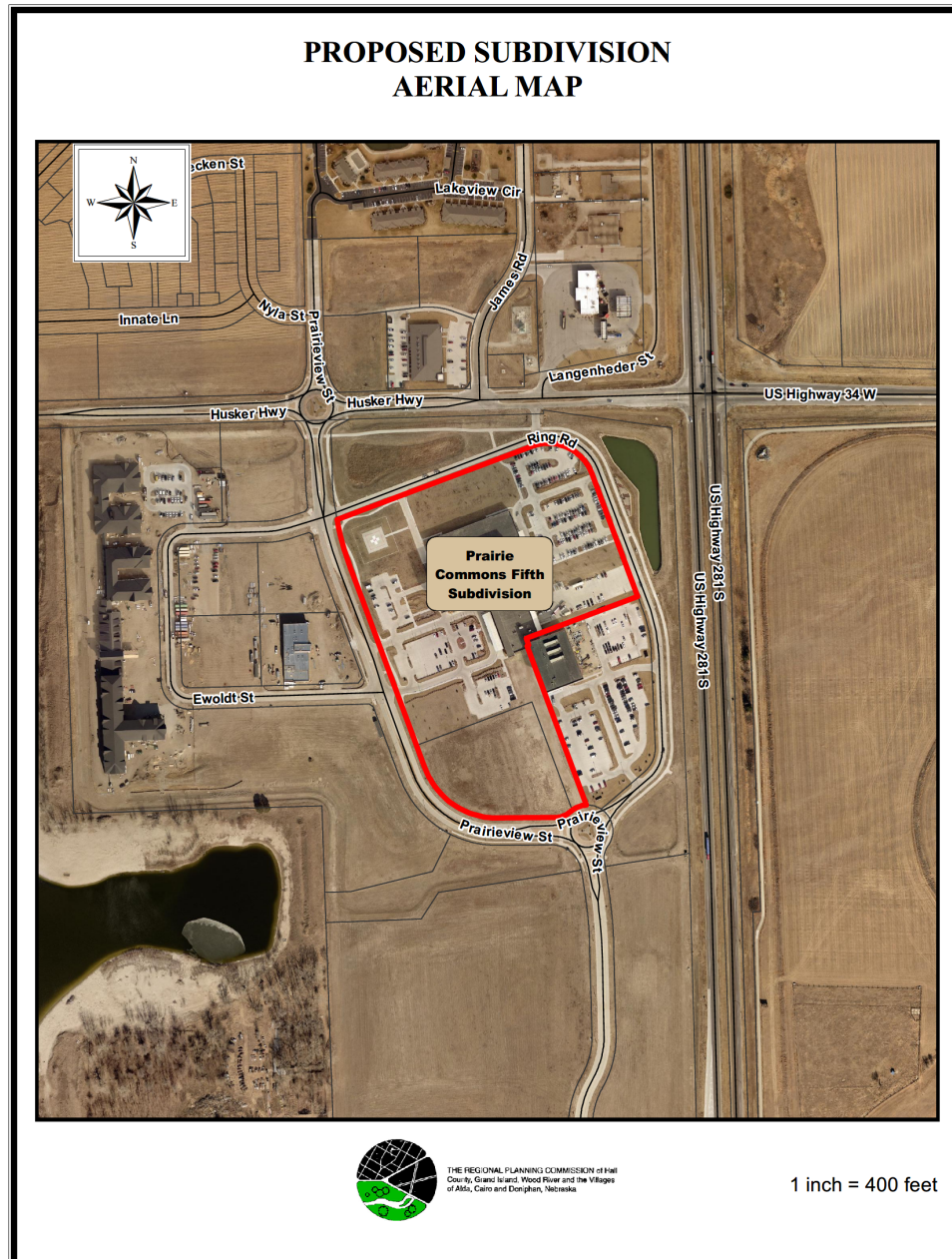
Size: Final Plat 2 lots, 17.119 Acres

Zoning: CD Commercial Development Zone

Road Access: Prairie View Street is a 41' commercial concrete curb and gutter street.

Water: City water is available to the subdivision and both lots.

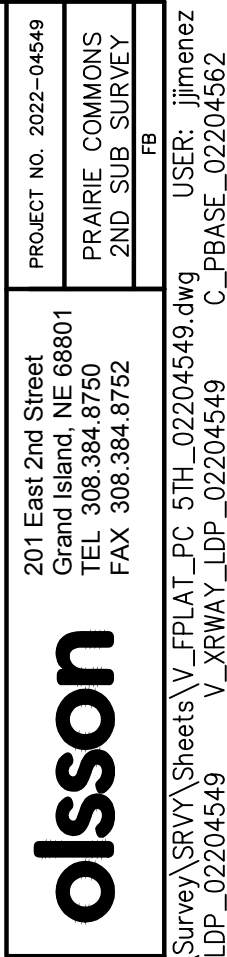
Sewer: City sewer is available to the subdivision and both lots.



Grand Island

Council Session - 12/20/2022

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DWG: F:\2022\04501-05000\022-04549\40-Design\Survey\SRVY\Sheets\1_FPLAT_PC 5TH_02204549.dwg
DATE: Oct 27, 2022 3:54pm XREFS: V_XTOPO_LDP_02204549 V_XRWAY_LDP_02204549 C_PBASE_02204562 USER: jjimenez

PRAIRIE COMMONS FIFTH SUBDIVISION

GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 1 AND LOT 3, PRAIRIE COMMONS SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 745711.64 SQUARE FEET OR 17.119 ACRES MORE OR LESS.

SURVEYOR’S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2018, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A REPLAT OF ALL OF LOT 1 AND LOT 3, PRAIRIE COMMONS SECOND SUBDIVISION, 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

OWNERS: PRATARIA VENTURES, LLC &
GI HOSPITAL REAL ESTATE, LLC
SUBDIVIDER: PRATARIA VENTURES, LLC &
GI HOSPITAL REAL ESTATE, LLC
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 2

olsson

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

PROJECT NO. 2022-04549
PRAIRIE COMMONS 2ND SUB SURVEY
FB

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT PRATARIA VENTURES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, AND GI HOSPITAL REAL ESTATE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "*PRAIRIE COMMONS FIFTH SUBDIVISION*" A REPLAT OF ALL OF LOT 1 AND LOT 3, PRAIRIE COMMONS SECOND SUBDIVISION, 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 THERETO, AND HEREBY PROHIBITING, UNLESS OTHERWISE NOTED, THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENT, DRAINAGE EASEMENTS SHALL NOT PROHIBIT LIGHTS, SIGNS OR LANDSCAPING; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT

_____, NEBRASKA,

_____, NEBRASKA,

_____ THIS ____ DAY OF _____, 20__

_____ THIS ____ DAY OF _____, 20__

DAVID OSTDIEK, MANAGER
PRATARIA VENTURES, LLC
A NEBRASKA LIMITED LIABILITY COMPANY

TOM WERNER, MANAGING MEMBER
GI HOSPITAL REAL ESTATE, LLC,
A NEBRASKA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
COUNTY OF HALL

ON THIS ____ DAY OF _____, 20__, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DAVID OSTDIEK, MANAGER, PRATARIA VENTURES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, 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 _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
COUNTY OF HALL

ON THIS ____ DAY OF _____, 20__, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED TOM WERNER, MANAGING MEMBER, GI HOSPITAL REAL ESTATE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, 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 _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SHEET 2 OF 2

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

PRAIRIE COMMONS FIFTH SUBDIVISION

Lots 1 and 2

In the City of Grand Island, Nebraska

The undersigned, Prataria Ventures, LLC, a Nebraska limited liability company, and GI Hospital Real Estate, LLC, a Nebraska limited liability company, hereinafter called the Subdivider, as owners of a tract of land comprising Lots 1 and 3 of Prairie Commons Second Subdivision in Grand Island, Hall County, Nebraska, 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 PRAIRIE COMMONS FIFTH 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 PRAIRIE COMMONS FIFTH SUBDIVISION, the Subdivider hereby consents, reaffirms and agrees that all provisions of the Prairie Commons Second Subdivision Agreement filed with the Hall County Register of Deed on February 5, 2019 as Instrument #201900747 shall continue to apply to the plat of PRAIRIE COMMONS FIFTH SUBDIVISION, except as amended herein. Nothing in this Agreement amends any portion of the Prairie Commons Second Subdivision Agreement applicable to Prairie Commons Second Subdivision, Lots 2, 4-8 inclusive, and Outlot 1.

1. **Commercial Development Zone.** Lots One (1) and Two (2) of this subdivision are within a designated Commercial Development Zone and shall be regulated in accordance with Chapter 36 of the Grand Island City Code. An Amended Development Plan (Exhibit A), is attached hereto and incorporated herein by reference, and are hereby approved for such subdivision. Any amendments to said plans shall be approved by the City of Grand Island in accordance with the Grand Island City Code. Each of the current official plans identified herein shall be on file with the City's Planning Department.

2. **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 PRAIRIE COMMONS FIFTH SUBDIVISION, and that an abstract of title will be submitted for examination, if necessary, upon request of the City of Grand Island.

3. **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.

PRATRIA VENTURES L.L. C.,
A Nebraska limited liability company,
Subdivider

By: _____
David Ostdiek, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Ostdiek, Manager of Prataria Ventures, L.L.C., a Nebraska limited liability company, known personally to me to be the identical person 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 the company.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

Dated _____, 2022.

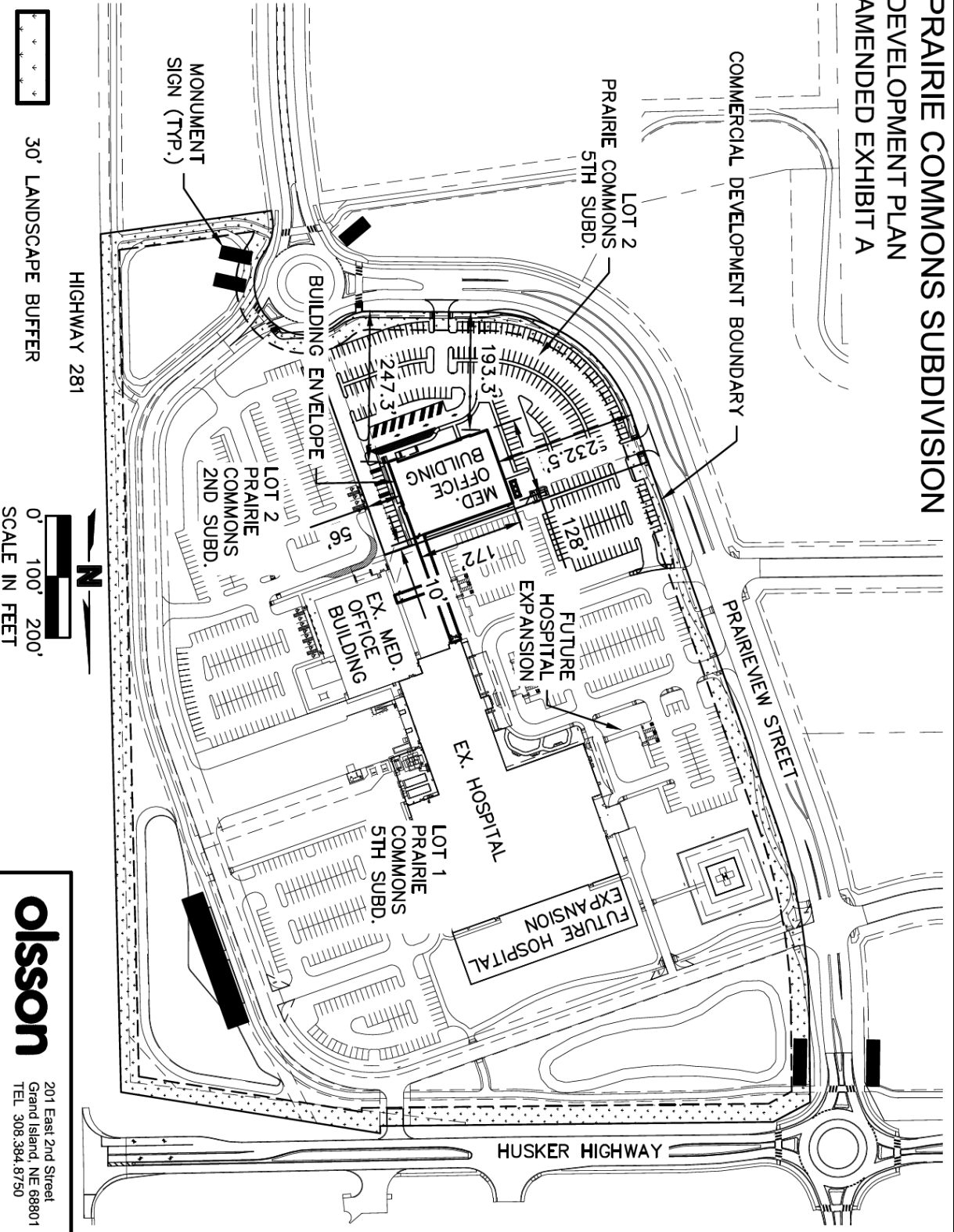
GI HOSPITAL REAL ESTATE, L.L.C,
aka limited liability company, Subdivider

By: _____
Tom Werner, Manager

STATE OF NEBRASKA)

My commission expires: _____

PRAIRIE COMMONS SUBDIVISION DEVELOPMENT PLAN AMENDED EXHIBIT A



30' LANDSCAPE BUFFER

0' 100' 200'
 SCALE IN FEET

olsson

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

RESOLUTION 2022-367

WHEREAS know all men by these presents, that Prataria Ventures, LLC, A Limited Liability Company, and GI Hospital Real Estate, LLC A Nebraska Limited Liability Company, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as “PRAIRIE COMMONS FIFTH SUBDIVISION”, A replat of all of Lot 1 and Lot 3, Prairie Commons Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

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

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

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

BE IT FURTHER RESOLVED that the final plat of PRAIRIE COMMONS FIFTH 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 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-22

#2022-368 - Approving Final Plat and Subdivision Agreement for Morales Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 20, 2022

Subject: Morales Subdivision - Final Plat

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

Background

This property is located south of Airport Road and west of Saint Paul Road in Hall County. This plat splits the existing house off on a separate lot. (2 Lots, 5 Acres).

Discussion

The final plat for Morales Subdivision was considered at the Regional Planning Commission at the December 7, 2022 meeting on the consent agenda.

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

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

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

Rene Morales
3010 N St Paul Rd
Grand Island, NE 68801

To create 2 lots.

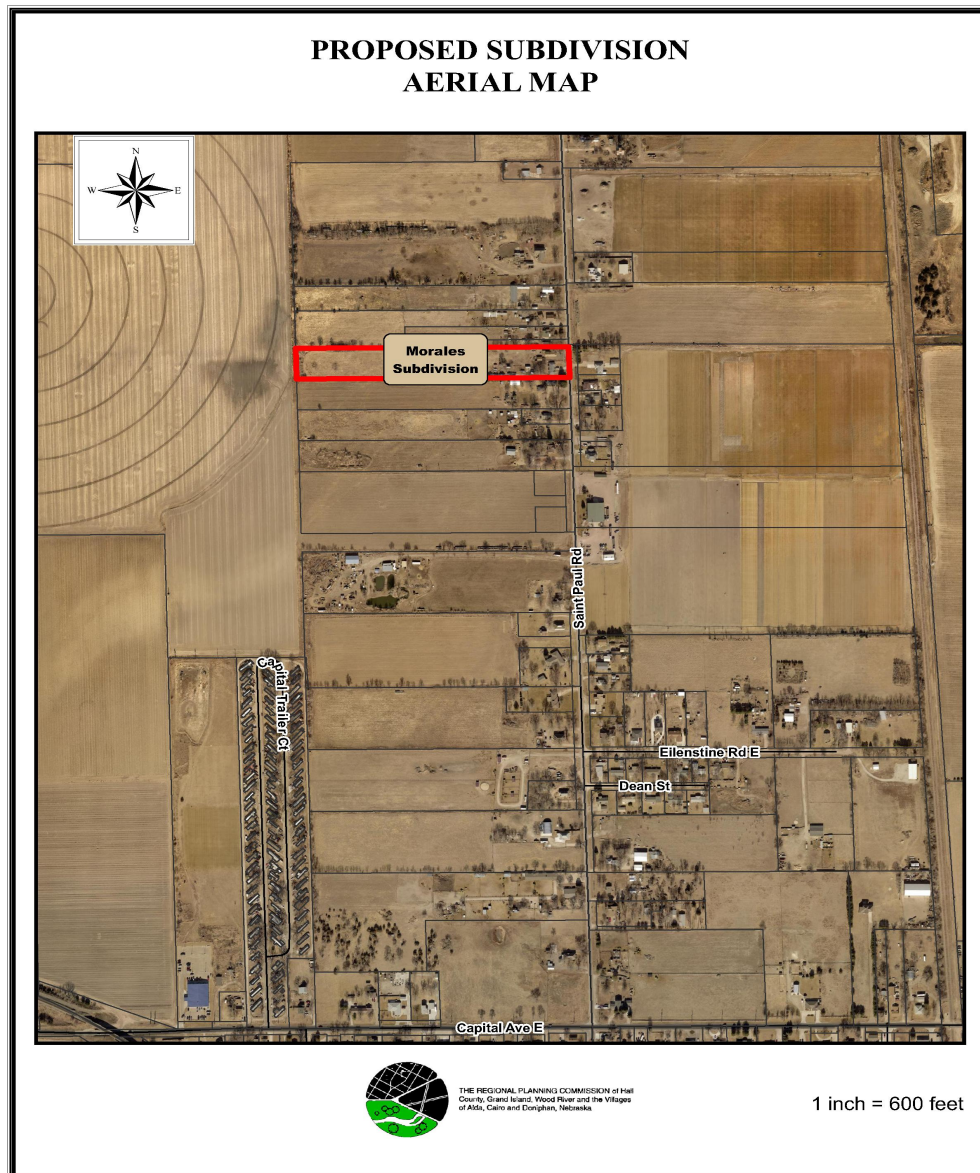
Size: Final Plat 2 lots, 5.024 Acres

Zoning: LLR Large Lot Residential and R2 Low Density Residential

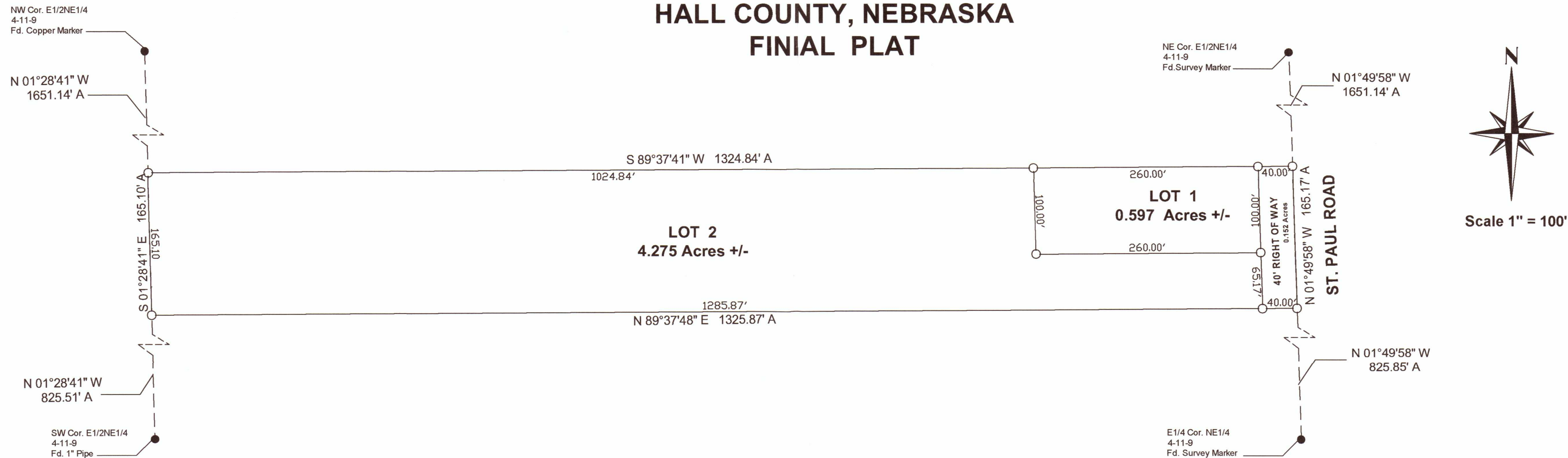
Road Access: St. Paul Road is a 24' rural section county highway

Water: City water is not available to the subdivision.

Sewer: City sewer is not available to the subdivision.



MORALES SUBDIVISION
HALL COUNTY, NEBRASKA
FINIAL PLAT



LEGAL DESCRIPTION

The North One-Half of the South One-Half of the North One-Half of the Southeast Quarter of the Northeast Quarter (NI/2 SI/2 NI/2 SE1/4 NE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska, said tract contains 5.024 acres more or less.

SURVEYORS CERTIFICATE

I hereby certify that on October 18, 2022, I completed an accurate survey of 'MORALES SUBDIVISION', in Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Brent D Cyboron
Nebraska Professional Registered Land Surveyor No. 727

- Legend
- - Corner Found 1/2" Pipe Unless Otherwise Noted
 - - 1/2 Rebar Placed W/Survey Cap Unless Otherwise Noted
 - - Temporary Point
 - All Distances on Curves are Chord Distance
 - R - Recorded Distance
 - A - Actual Distance
 - P - Prorated Distance

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Rene Morales and Maria Morales Husband and Wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as 'MORALES SUBDIVISION' in Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, 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 owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto, at Grand Island, Nebraska.

Rene Morales
Date _____

Maria Morales
Date _____

ACKNOWLEDEGEMENT

State of Nebraska
County of Hall

On the ____ day of _____, 2022, before me _____ a Notary Public within and for said County, personally appeared Rene Morales and Maria Morales married Couple, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge 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 _____ .20__

Notary Public

APPROVALS

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island and Wood River, and The Villages of Alda, Cairo, and Doniphan, Nebraska

Chairman _____ Date _____
Approved and accepted by the Hall County Board of Supervisors, this
Day of _____, 2022

Chairman of the Board

Approved and accepted by the City of Grand Island, Hall County, Nebraska this _____
Day of _____, 2022

Mayor

City Clerk

INITIAL POINT SURVEYING LLC
1811 W 2nd Street, Suite 280
Grand Island, NE 68803
308-383-6754 Cell
308-675-4141 Office

LOCATION: NI/2 SI/2 NI/2 SE1/4 NE1/4 of Section Four (4), Township Eleven (11) North, Range Nine (9) West			
TITLE: Morales Subdivision Hall County, Nebraska			
SCALE AT AS: 1" = 100'	DATE: 11/17/2022	DRAWN: Brent C.	PAGE: 1 OF 1
REVISION: 8/23/2022		DRAWING NO.:	

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

MORALES SUBDIVISION

Lots 1 and 2 Inclusion

In the City of Grand Island, Hall County Nebraska

The undersigned, RENE MORALES and MARIA MORALES, 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:

The North One-Half of the south One-Half of the North One-Half of the Southeast Quarter of the Northeast Quarter (N1/2 S1/2 N1/2 SE1/4 NE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska, said tract contains 5.024 acres more or less;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as MORALES 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 MORALES 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 waive the right to object to the creation of any paving or repaving district for St. Paul Road where it abuts the subdivision.

2. **Water.** Public water supply is not available to the subdivision. Therefore, individual water well systems shall be permissible on an initial basis. The Subdivider waives the right to protest the creation of any future water district within or abutting the subdivision.

3. **Sanitary Sewer.** Public sanitary sewer main is not available to the subdivision; therefore individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting the subdivision.

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** Immediate sidewalk construction adjacent to St. Paul Road shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **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.

7. **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.

8. **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 MORALES

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.

9. **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.

RENE MORALES, Subdivider

MARIA MORALES, Subdivider

By: _____

By: _____

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

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

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

RESOLUTION 2022-368

WHEREAS know all men by these presents, that Rene Morales and Maria Morales, Husband and wife, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "MORALES SUBDIVISION", The North One-Half of the South One-Half of the North One Half of the Southeast Quarter of the Northeast Quarter (N ½ S ½ N ½ SE ¼ NE ¼) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska.

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

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

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

BE IT FURTHER RESOLVED that the final plat of MORALES 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 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item G-23

**#2022-369 - Approving Final Plat and Subdivision Agreement for
Rezac Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 20, 2022

Subject: Rezac Subdivision - Final Plat

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

Background

This property is located north Stolley Park Road and east of Stuhr Road in Hall County. There are 2 existing houses on this property they have been there for more than 20 years and this will allow them to sold separately. (2 Lots, 16.162 Acres).

Discussion

The final plat for Rezac Subdivision was considered at the Regional Planning Commission at the December 7, 2022 meeting on the consent agenda.

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

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

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

Richard Rezac
1512 E. Stolley Park Road
Grand Island, NE 68801

To create 2 lots so each house is on its own lot.

Size: Final Plat 2 lots, 16.162 Acres

Zoning: LLR Large Lot Residential

Road Access: Stolley Park Road is 24' rural section county highway

Water: City water is not available to the subdivision.

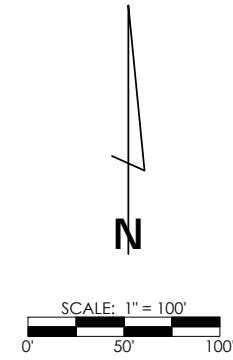
Sewer: City sewer is not available to the subdivision.



REZAC SUBDIVISION

HALL COUNTY, NEBRASKA

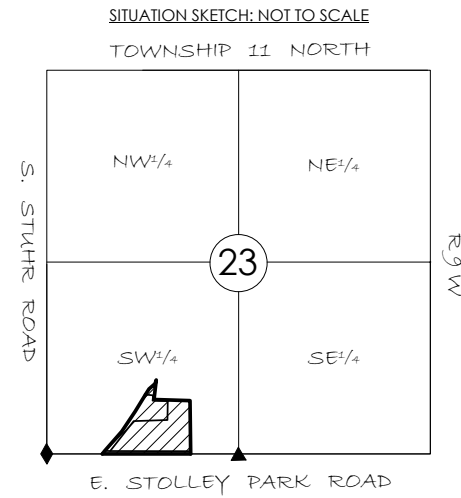
PRELIMINARY/SITE PLAT



LEGEND
M = MEASURED DISTANCE
R = RECORDED DISTANCE (LS #192 SURVEY - 01/06/1988)
X = TEMPORARY POINT
O = 1/2" REBAR w/ LS #776 PLASTIC CAP PLACED UNLESS NOTED
● = 1/2" IRON PIPE FOUND UNLESS NOTED

OWNER
- RICHARD D. REZAC & JACQUELINE A. REZAC
SUBDIVIDER
- RICHARD REZAC
SURVEYOR
- JASNOWSKI SURVEYING LLC
NUMBER OF LOTS
- 2

CORNER TIES
SW COR. SW 1/4, SEC. 23 - T11N - R9W
FOUND SURVEY SPIKE w/ WASHER
47.44' NE to NAIL IN TOP OF CORNER FENCE POST
34.09' SE to NAIL IN TOP OF RAILROAD TIE CORNER FENCE POST
61.87' SW to MAG NAIL IN TOP OF FENCE POST
44.34' NW to NAIL IN POWER POLE
SE COR. SW 1/4, SEC. 23 - T11N - R9W
FOUND SURVEY SPIKE w/ WASHER
30.96' N to NAIL IN POWER POLE
47.27' SE to NE COR. OF CONC. DRIVE
47.40' S to NAIL IN CORNER FENCE POST
64.50' SE to NAIL IN E. DRIVEWAY ENTRANCE POST



LEGAL DESCRIPTION

A tract of land comprising a part of Government Lot Four (4) and a part of the West Half of the Southeast Quarter of the Southwest Quarter (W 1/2 SE 1/4 SW 1/4), Section Twenty Three (23), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska.

More particularly described as follows:

Commencing at the southwest corner of said SW 1/4; thence S 89°47'30" E on and upon the south line of said SW 1/4 a distance of 764.28 feet to the Point of Beginning; thence continuing S 89°47'30" E on and upon the south line of said SW 1/4 a distance of 1217.16 feet to the southeast corner of said W 1/2 SE 1/4 SW 1/4; thence N 00°35'29" W on and upon the east line of said W 1/2 SE 1/4 SW 1/4 a distance of 737.33 feet to a point; thence N 88°16'46" W a distance of 498.09 feet to a point; thence N 06°29'16" E a distance of 272.19 feet to a point; thence S 16°48'01" W a distance of 52.97 feet to a point; thence S 48°09'42" W a distance of 111.99 feet to a point; thence S 31°35'57" W a distance of 364.11 feet to a point; thence S 33°52'33" W a distance of 328.57 feet to a point; thence S 41°02'09" W a distance of 410.89 feet to the Point of Beginning. Said tract contains 16.162 acres more or less of which 1.102 acres are road right-of-way to be dedicated.

SURVEYOR'S CERTIFICATE

I, Evan A. Jasnowski, Nebraska Registered Land Surveyor #776, duly registered under the Land Surveyor's Regulation Act, do hereby state that at the request of Richard D. Rezac, I have caused to be made a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct, and in accordance with the Minimum Standards for Surveys in effect at the time of this survey.

Evan A. Jasnowski
Evan A. Jasnowski

11/14/2022
Date



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Richard D. Rezac and Jacqueline A. Rezac, owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "Rezac Subdivision", in a part of Government Lot Four (4) and the West Half of the Southeast Quarter of the Southwest Quarter (W 1/2 SE 1/4 SW 1/4), Section Twenty Three (23), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the road right-of-way as shown thereon to the public for their use forever, and the easements, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstruction upon, over, along or underneath the surface of such easements; and that foregoing subdivision as more particularly described in the description as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietors.

IN WITNESS WHEREOF, I have affixed my signature hereto at _____, this ____ day of _____, 2022.

Richard D. Rezac

Jacqueline A. Rezac

ACKNOWLEDGEMENT

State of _____

County of _____

On this, the ____ day of _____, 2022, before me _____, a Notary Public within and for said County, personally appeared Richard and Jacqueline Rezac, owners of the land, to me personally known to be the identical person whose signature is affixed hereto, and that they did acknowledge the execution thereof to be their voluntary act and deed, and that they are empowered to make the above dedication for and in behalf of said "Rezac Subdivision".

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, on the date last above written.

My commission expires _____.

APPROVALS

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.

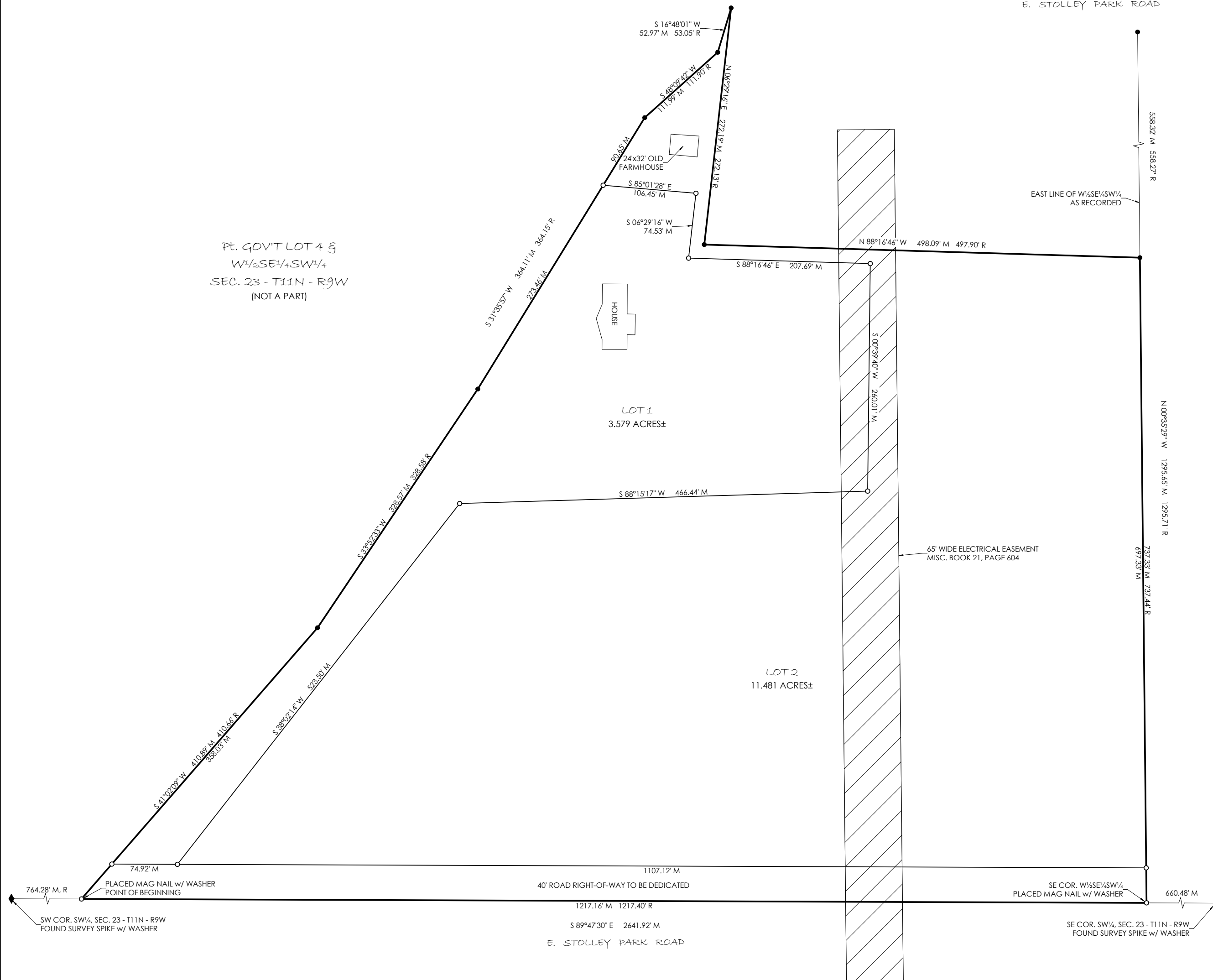
Chairperson _____ Date _____

Approved and accepted by the Hall County Board of Supervisors this ____ day of _____, 2022.

Chairperson _____ County Clerk _____

Approved and accepted by the City of Grand Island this ____ day of _____, 2022.

Mayor _____ City Clerk _____



* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

REZAC SUBDIVISION

Lots 1 and 2 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, RICHARD REZAC, 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 comprising a part of Government Lot Four (4) and a part of the West Half of the Southeast Quarter of the Southwest Quarter ($W\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$), Section Twenty Three (23), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska. More particularly described as follows: Commencing at the southwest corner of said $SW\frac{1}{4}$; thence S $89^{\circ}47'30''$ E on and upon the south line of said $SW\frac{1}{4}$ a distance of 764.28 feet to the Point of Beginning; thence continuing S $89^{\circ}47'30''$ E on and upon the south line of said $SW\frac{1}{4}$ a distance of 1217.16 feet to the southeast corner of said $W\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$; thence N $00^{\circ}35'29''$ W on and upon the east line of said $W\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$ a distance of 737.33 feet to a point; thence N $88^{\circ}16'46''$ W a distance of 498.09 feet to a point; thence N $06^{\circ}29'16''$ E a distance of 272.19 feet to a point; thence S $16^{\circ}48'01''$ W a distance of 52.97 feet to a point; thence S $48^{\circ}09'42''$ W a distance of 111.99 feet to a point; thence S $31^{\circ}35'57''$ W a distance of 364.11 feet to a point; thence S $33^{\circ}52'33''$ W a distance of 328.57 feet to a point; thence S

41°02'09" W a distance of 410.89' feet to the Point of Beginning.
Said tract contains 16.162 acres more or less of which 1.102 acres
are road right-of-way to be dedicated.

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 REZAC 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 REZAC 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 waive the right to object to the creation of any paving or repaving district for Stolley Park Road where it abuts the subdivision.

2. **Water.** Public water supply is not available to the subdivision. Therefore, individual water well systems shall be permissible on an initial basis. The Subdivider waives the right to protest the creation of any future water district within or abutting the subdivision.

3. **Sanitary Sewer.** Public sanitary sewer main is not available to the subdivision; therefore individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting

the subdivision.

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** Immediate sidewalk construction adjacent to Stolley Park Road shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **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.

7. **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.

8. **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 REZAC 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.

9. **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.

RICHARD REZAC, Subdivider

By: _____
Richard Rezac

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

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

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

- 4 -

RESOLUTION 2022-369

WHEREAS know all men by these presents, that Richard D. Rezac and Jacqueline A. Rezac, being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as “REZAC SUBDIVISION”, A tract of land in part of Government Lot Four (4) and a part of the West Half of the Southeast Quarter of the Southwest Quarter(W ½ SE ¼ SW ¼), Section Twenty-Three (23), Township Eleven (11) North, Range Nine (9) West, of the 6th P.M., in the City of Grand Island, Hall County, Nebraska.

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

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

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

BE IT FURTHER RESOLVED that the final plat of REZAC 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 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item H-1

Consideration of Approving Request from Hall County Livestock Improvement Assn. for a Conditional Use Permit to Allow for Temporary Use to Facilitate Rework of CNHI Combines located at 700 East Stolley Park Road

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item I-1

#2022-370 - Consideration of Approving Redevelopment Plan for CRA No. 17 for Property Located at 3553 Prairieview Street for an Amendment to Change the Proposed Hotel to a Medical Office Building (Prataria Ventures LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2022-370

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 17 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to redevelop property commercial purposes including but not limited to necessary costs for site purchase, streets, site work/grading, utilities and trails along with eligible planning expenses and fees associated with the redevelopment project and the Authority has document that such project would not be economically feasible without such aid as is proposed within the Redevelopment Plan based on the Developer's representation in the rate of return analysis. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 17 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.

2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.

3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:

- a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
- b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
- c. The CRA is authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item I-2

**#2022-371 - Consideration of Approving the Annual Report by
Grand Island Area Economic Development Corp./Citizens
Advisory Review Committee on the EDC Program Plan**

This item relates to the aforementioned Public Hearing item E-7.

Staff Contact: Mary Berlie

RESOLUTION 2022-371

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §38-5 requires a report by the Citizens Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens' Advisory Review Committee was held at a regular session of the Grand Island City Council on December 20, 2022; and

WHEREAS, said report gave information about the activities of the past six months that have taken place pursuant to the Economic Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual report of the Citizens Advisory Review Committee is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item I-3

#2022-372 - Consideration of Approving Funding for the Grand Island Area Economic Development Program Plan

Staff Contact: Mary Berlie

Council Agenda Memo

From: Mary Berlie, EDC President

Meeting: December 20, 2022

Subject: Approving Economic Development Funding Request

Presenter(s): Mary Berlie, EDC President

Background

On November 6, 2012, the voters of the City of Grand Island approved a new ten year Economic Development Program. The program is in conformance with Neb. Rev. Stat. 18-2710 and provides for annual funding of \$750,000 by the City.

Discussion

A request has been received from the Grand Island Area Economic Development Corporation, duly approved by the Citizen's Review Committee for payment of \$350,000.00. Funding will be used for community inbound and outbound marketing and business recruitment initiatives.

Alternatives

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

1. Approve the request for funds.
2. Disapprove or Deny the request for funds.
3. Modify the Resolution to meet the wishes of the Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the request for funds.

Sample Motion

Move to approve the request for funds to allow payment of \$350,000.00 to the Grand Island Area Economic Development Corporation.

Grand Island Area Economic Development Corporation

LB-840 Application

The Grand Island Area Economic Development Corporation's mission is to facilitate the creation of jobs and economic opportunities for the regional trade area.

Part I. GENERAL INFORMATION

APPLICANT IDENTIFICATION

Company Name: Grand Island Area Economic Development Corporation

Mailing Address: 123 North Locust Street, Suite 201B

City: Grand Island State: NE Zip Code: 68802

Phone: 308-381-7500

Applicant Website: grandisland.org

Business Classification (select all that apply):

- | | | | |
|---|---|--|--------------------------------|
| <input type="checkbox"/> New Business | <input type="checkbox"/> Expansion of Existing Business | <input type="checkbox"/> Spec Building | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Proprietor | <input type="checkbox"/> Other |

MAIN CONTACT INFORMATION

Name: Dave Taylor Connection to Business: President

Mailing Address: 123 North Locust Street, Suite 201B

City: Grand Island State: NE Zip Code: 68802

Email Address: dtaylor@grandisland.org Phone Number: 308-381-7500

FUNDING REQUESTED:

The Grand Island Area Economic Development Corporation is requesting Three Hundred Fifty Thousand and no/100 (\$350,000), as authorized by State Statute 13-315 and 18-2710 (LB840). Funding will be used for community inbound and outbound marketing and business recruitment initiatives.

Company Name: Grand Island Area Economic Development Corporation

PART III. SIGNATURES

I hereby represent, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporations and the City of Grand Island.

I further represent that there is no legal action underway or being contemplated that would impact the capacity of this company to effectively proceed with this project.

Dated this 21st day of November, 2022.

By:  _____

Its: ____President_____

Company Name: Grand Island Area Economic Development Corporation

PART IV. APPROVAL OF AREA AGENCIES

Reviewed by the Grand Island Area Economic Development Elected Trustees

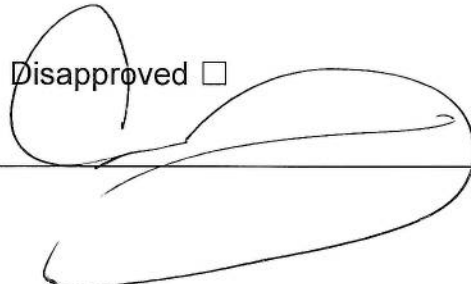
Date of review: 11/21/22

Comments:

Approved ☐

Disapproved ☐

Signature of Chairman: _____



Reviewed by the Citizen's Review Committee

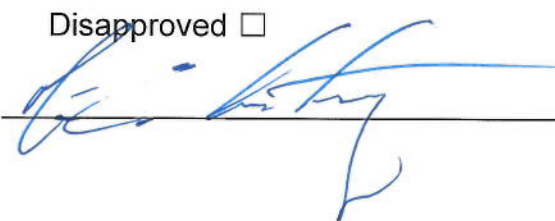
Date of Review: December 1, 2022

Comments:

Approved ☒

Disapproved ☐

Signature of Chairman: _____



Referred to the Grand Island City Council

Date of Review:

Comments:

Approved ☐

Disapproved ☐

Signature of Mayor: _____

Mayor Roger Steel

Company Name: Grand Island Area Economic Development Corporation

RESOLUTION 2022-372

WHEREAS, on November 6, 2012, the voters of the City of Grand Island approved a new ten year Economic Development Program in conformity with Neb. Rev. Statute No. 18-2710; and

WHEREAS, the program provides for \$750,000 in annual funding to be provided by the City of Grand Island; and

WHEREAS, a request has been made by the Grand Island Area Economic Development Corporation and the Economic Development Program's Citizens Advisory Review Committee for the payment of \$350,000 to be used for administrative and community marketing purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is given to forward \$350,000 in City funding to the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program in quarterly allocations of \$87,500.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
December 16, 2022	▣ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item I-4

#2022-373 - Consideration of Approving the Appointment of Kevin Denney as Police Chief

Staff Contact: Mayor Roger Steele

Council Agenda Memo

From: Mayor Roger G. Steele

Meeting: December 20, 2022

Subject: Appointment of Kevin Denney as Police Chief

Presenter(s): Mayor Roger G. Steele

Background

The provisions of the Nebraska Civil Service Act, §19-1805 to 19-1847, applies to all present full time police officers of the City of Grand Island and future appointees to such position including Police Chief. The Civil Service Act and Grand Island City Code §12-2 provides that the Mayor, with the approval of City Council, is the appointing authority for purposes of selecting, appointing, or employing any person to hold a position or employment under the Civil Service Act.

A vacancy in the office of Police Chief will exist due to the announced retirement of the current Police Chief, Robert Falldorf. The Mayor obtained from the City's Civil Service Commission a list of candidates for the office of Police Chief and, with respect to such candidates, considered all relevant factors in the selection of a successor Police Chief as provided by Nebraska Revised Statute §19-1829. From the list of candidates provided by The Civil Service Commission, the Mayor selected Kevin Denney for appointment to the office of Police Chief subject to approval of the City Council.

Discussion

I am pleased to present Kevin Denney as my choice for appointment to the Police Chief position.

Mr. Denney has 29 years of law enforcement experience. He spent the first 22 years of his career with the Irving, TX Police Department. Irving is a city with a population of 225,000 and a police department of 542 employees. While at Irving he supervised the full-time SWAT Team, Patrol Officers School Resource Officers and Criminal Investigators.

Mr. Denney then went on to the Red Oak ISD Police Department as the Chief of Police. Red Oak ISD covers 42 square miles and overlaps 5 municipalities. There he reformed departmental command structure, streamlined processes, cut operating costs, updated policies, and staffed the department with skilled Officers. Denney was with the department for nearly 4 years.

Most currently, Mr. Denney serves at the Chief of Police at the Jarrell, TX Police Department. Denny has been the Chief since August of 2020. In his time he has attracted a group of high quality, diverse and motivated Officers. Other accomplishments include initiating the first School Resource Officer program, improvements to the property and evidence system and planned for the rapid growth of the area. Mr. Denney has also served as the interim City Manager during part of his tenure.

Denney earned a Bachelor of Science from Texas A&M in sociology. He has a Masters in Criminal Justice and Masters in Public Administration from Tarleton State University. Denney is near completion of his PhD in Criminal Justice also from Tarleton.

Denney will have a starting salary of \$156,138.30 annually and is prepared to start work on January 16, 2023.

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 Kevin Denney as the Police Chief.

Sample Motion

Move to approve Kevin Denney as the Police Chief.

RESOLUTION 2022-373

WHEREAS, the provisions of the Nebraska Civil Service Act, §19-1805 to 19-1847, applies to all present full time police officers of the City of Grand Island and future appointees to such position including Police Chief; and

WHEREAS, the Civil Service Act and Grand Island City Code §12-2 provides that the Mayor, with the approval of City Council, is the appointing authority for purposes of selecting, appointing, or employing any person to hold a position or employment under the Civil Service Act; and

WHEREAS, a vacancy in the office of Police Chief will exist due to the announced retirement of the current Police Chief; and

WHEREAS, the Mayor obtained from the City's Civil Service Commission a list of candidates for the office of Police Chief and, with respect to such candidates, considered all relevant factors in the selection of a successor Police Chief as provided by Nebraska Revised Statute §19-1829; and

WHEREAS, from the list of candidates provided by The Civil Service Commission, the Mayor selected Kevin Denney for appointment to the office of Police Chief subject to approval of the City Council; and

WHEREAS, Kevin Denney has accepted the offer and is prepared to start work on January 16, 2023 at Step 6 of the Police Chief salary table of \$156,138.30.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Kevin Denney is hereby duly appointed the Police Chief for the City of Grand Island, Nebraska, for such tenure as provided by law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item I-5

**#2022-374 - Consideration of Amending Resolution #2022-341
Approving the 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)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Laura D. McAloon, City Attorney

Meeting: December 20, 2022

Subject: 1. Resolution Amending Resolution 2022-341
2. Resolution 2022-352, Approving a Redevelopment Contract between City and Woodsonia Hwy 281 LLC

Presenter(s): Laura D. McAloon, City Attorney
Chad Nabity, Director of Regional Planning

Background

On November 22, 2022, City Council adopted Resolution 2022-341, which approved the Redevelopment Plan of the City for Redevelopment Area No. 28 in the City of Grand Island, Hall County, Nebraska (the “Redevelopment Plan”). The Redevelopment Plan includes the project known as Conestoga Marketplace (the “Marketplace”). In addition to approving the Redevelopment Plan, Resolution 2022-341 also imposed two contingencies that must be satisfied by Woodsonia Hwy 281, LLC (the “Developer”) before the Community Redevelopment Authority (the “CRA”) can move forward on implementation of the Redevelopment Plan for the Marketplace, which will include the issuance of Tax Increment Financing (TIF) Bonds and Enhanced Employment Area (EEA) Bonds, both of which will be repaid through their respective dedicated tax revenue streams: TIF revenue from increased property valuation and tax collections within the project area and EEA revenue derived from an occupation tax on certain businesses located at the Marketplace.

Terms of the City and the CRA’s participation in the Redevelopment Plan will be approved by the City Council and the CRA Board through the execution of a Redevelopment Contract between the City, the CRA and the Developer. The Redevelopment Contract covers multiple topics, but in regards to City and CRA participation in the funding of the Marketplace project, it has these specific terms:

- the contractual obligations of the CRA to issue the TIF Bonds and EEA Bonds referenced above, as well as a promise to pay the Developer the total sum of \$4,000,000 through annual payments of \$200,000 for a period of 20 years (unrestricted use);

- the contractual obligations of the City to pay the Developer up to \$5,500,000 through the reimbursement of Developer's costs for the design, construction and installation of publicly owned infrastructure, i.e. water, sewer, streets, etc.; and
- the contractual obligation of the CRA and City to pay directly to the Developer any funds they receive from Grow Grand Island, Inc. identified as contributions to the Developer for the Marketplace project (this amount is anticipated to be \$1,000,000, equally paid over a 2 year period and for unrestricted uses).

All of the above funds will come, either directly or indirectly, from taxes paid by City taxpayers.

The Redevelopment Contract was initially scheduled for discussion and action by the City Council at the December 6, 2022 meeting, however, on December 5th, the Developer notified City staff that it needed to pull the Redevelopment Contract and related EEA occupation tax ordinance from the Council's agenda because Developer had determined it would be unable to satisfy the second contingency for implementation of the Redevelopment Plan. That contingency currently states:

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.

The Developer advised City staff that it planned to ask the City Council to amend this language and would bring an amendment request to the City Council at their December 20, 2022 meeting. Developer also indicated it needed to revise certain language in the Redevelopment Contract that had been included in the December 6, 2022 agenda packet. City staff, City Attorney and the CRA's legal counsel have met with Developer and their legal counsel over the past two weeks to review and negotiate Developer's proposed revisions to the Redevelopment Contract. The revised Redevelopment Contract is included in this agenda packet. The City Attorney's office also reviewed the draft resolution amendment proposed by Developer's legal counsel and put their draft into correct City format for the Council's consideration.

Before you for consideration at this meeting are:

1. The approval or denial of Developer's proposed resolution amending the contingency language of Resolution No. 2022-341; and
2. The approval of a resolution approving the terms of the Redevelopment Contract as selected by the Council.

Because these two action items are so closely linked, this staff memo addresses two items on your agenda: Item I-5 and Item I-6. Staff have provided alternative motions below for Council's use, based on your discussion and deliberations.

Discussion

Agenda Item I-5 - Developer's Proposed Amendment to Resolution 2022-341

The Developer's requested language amending Resolution 2022-341 to revise the second contingency for implementation of the Redevelopment Plan does two things. First, it reduces the square footage of the anticipated anchor retail tenant store (located on Lot 3 of Conestoga Mall Eighth Subdivision) from 150,000 square feet to 148,000 square feet. This makes the area language consistent with the square footage for a future retail store located on Lot 3 that was approved by the City when it approved the rezone of this area of the Marketplace property to Commercial Development (CD) zone. City staff have no concerns with this amending language.

Second, the amending language makes a substantive change to the terms of the City's current contingency to the implementation of the Redevelopment Plan by the CRA. The existing contingency requires written proof of the participation of the anticipated anchor tenant's participation in the Redevelopment Plan. The Developer advised it cannot satisfy the existing contingency because it does not presently, nor will it in the near future, have a written contract with their anticipated anchor tenant to actually construct a retail store on Lot 3.

The requested amendment to the contingency language is a material change in the current language. This amendment would change the Developer's obligation to show proof of future construction of the anticipated anchor retail store before taxpayer resources are spent on the Marketplace project and would only require Developer to show proof of a contract with their anticipated anchor tenant for the acquisition of Lot 3 on or before April 6, 2027. Developer advises this is the only contract language it will be able to produce.

City staff are advising the Council that the risk of accepting this amendment to Resolution 2022-341 is that the Developer will have received the benefit of the City's \$5,500,000 public infrastructure cost contributions to the full Marketplace property without having constructed (and opened) the anticipated retail anchor store on which the future tax revenue projections were based and on which the Council relied in agreeing to this public private partnership. Based on the anticipated construction plans and schedule provided to City staff by the Developer, City staff anticipate that the Developer will have completed construction and received payment from the City for the reimbursable public improvements long before April 6, 2027. In addition, Developer will have received the benefit of an addition \$2,200,000 in taxpayer-sourced funds prior to the April 6, 2027 deadline to transfer ownership of Lot 3 to the anticipated anchor tenant because the annual payments of \$200,000 from the CRA are scheduled to begin on November 1, 2023 and the anticipated \$1,000,000 grant from Grow Grand Island, Inc. will have been disbursed in full by December 31, 2024.

The amended contingency will no longer provide the City with written proof that the anticipated retail anchor store will actually be constructed prior to, or even concurrent with,

the payment of the full \$5,500,000 from the City or the payment of an additional \$2,200,000 from Grow Grand Island and the CRA.

However, the Developer will continue to bear the risks associated with the issuance of the TIF Bonds and EEA Bonds. The Developer will be the purchaser of all bonds and it is anticipated that the bonds would be pledged to private lenders to secure the Developer's construction loans. If the Marketplace project does not generate the anticipated tax revenues from completed and operating retail, hospitality and residential operations, there will not be adequate cash flow for the CRA to pay the debt service on the bonds to Developer, who in turn may not be able to make required debt service payments on its construction loans. Both the TIF Bonds and EEA Bonds are secured only by revenue from the increased property value and revenues generated in the project area. Neither the CRA nor the City can be held liable for any shortfall in those anticipated revenues or for payment of the debt service on any of those bonds.

Agenda Item I-6 - Revised Terms of the Redevelopment Contract

The substantive changes from the Developer to the terms of the Redevelopment Contract that had been included in your December 6, 2022 packets are listed below in order of appearance in the Redevelopment Contract. City staff edits, responses and comments are *italicized*:

- Page 6 - Change in the definition of "Private Improvements" to remove "Construction of an approximately 148,000 square foot retail store on Lot 3" and replace with a deadline of constructing the anticipated retail anchor store "before April 6, 2027 or alternatively construction of an approximately 100,000 square foot or larger retail store on Lot 3 by December 31, 2032." *City staff required the insertion of "new-to-market" in this definition to qualify both the original anticipated anchor store and any replacement store after April 6, 2027.*
- Page 7 - Change in the definition of "Start Date" to conform to the Developer's requested amendment to the contingency language in Resolution 2022-341. *"Start Date" defines the dates on which the first TIF Bond for the project will be issued by the CRA, and is also used in the definition of the date on which the first EEA Bond will be issued by the CRA. Staff do not recommend accepting this revision if the amendment to Resolution No. 2022-341 is not approved.*
- Page 16 - Text edit related to the change in the definition of "Start Date" for purposes of issuing the TIF Bonds. *This revision could be accepted regardless of whether the amendment to Resolution No. 2022-341 is approved because it now uses the defined term of "Start Date."*
- Pages 19-20 - Changes to the CRA's language requiring substantial performance of anticipated improvements by terminating the annual payments of \$200,000 if Developer has not completed construction of the Northern Mall, the Anchor Tract and the Multi-Family Apartments on or before December 31, 2030 (8 payments =

\$1,600,000). Developer proposed changing construction completion date to December 31, 2032 (10 payments = \$2,000,000) and CRA will accrue future payments until such time as construction has been completed. Upon completion the accrued payments will be paid to Developer in full and any remaining annual payments will resume. *Staff required the additional proviso that the CRA payments terminate completely on December 31, 2042 if construction of above areas still is not complete and CRA keeps any accrued amounts as of that date. If all goes as planned by Developer, the final CRA payment would be made on November 1, 2043.*

- Various pages – Developer requested removal of phrase “whose stock is publicly traded” throughout the document. *Staff have no concerns with this edit.*
- Page 21 - *Staff is requiring the inclusion of a new clause (l) to Article B “Obligations of Redeveloper” - Section 3.09A which states:*

In the event the new to market approximately 148,000 SF retailer proposed by Redeveloper as the anchor store for the Redevelopment Project does not acquire Lot 3 and begin construction by April 6, 2027, Redeveloper shall enter into all necessary contractual agreements necessary to provide for the construction and public opening or occupancy of a replacement anchor store that is a new-to-market, not less than 100,000 square feet retail store on or before December 31, 2032.

It is the opinion of the City Attorney’s office that this language must be included in order to provide the City and CRA with an enforceable contract clause requiring Developer to construct and open a retail anchor store of at least 100,000 square feet on Lot 3, no later than ten years after execution of the Redevelopment Contract. Failure to include this clause will leave the City with little to no recourse against Developer in the event Lot 3 remains vacant after ten years. Developer has agreed to this language.

- Exhibit L – Assignment and Assumption for Lot 3. This exhibit has been included at the request of Developer and City staff have been advised it closely mirrors language in the Developer’s proposed contract with its anticipated retail anchor tenant for Lot 3 and must be approved by that entity. Developer is requesting the deletion of a recital included in the December 6th agenda version of the Redevelopment Contract, which reads:

“WHEREAS, the Purchase Agreement [for Lot 3] requires the Assignee [purchaser of Lot 3] to construct a merchandise store greater than 135,000 square feet in size at the Conestoga Marketplace in Grand Island, Nebraska”

This is a recital in the form of an agreement that will be used by Developer in the transfer of ownership of Lot 3, therefore City staff do not object to its removal. However, the Developer’s request for removal of this recital on December 4th is what prompted City staff to seek confirmation from the

Developer that it could satisfy the second contingency in Resolution 2022-341 for the implementation of the full Redevelopment Plan. Subsequently, the Developer notified City staff that it needed to pull their agenda items from the December 6, 2022 meeting.

If Council does not approve Developer's request to amend Resolution 2022-341, staff recommend the approval of the December 6, 2022 agenda packet version of the Redevelopment Contract. If Council does approve the requested amendment of Resolution 2022-341, staff recommend the approval of the December 20, 2022 agenda packet version of the Redevelopment Contract. Sample motions for both alternatives are provided below.

Summary of Risks

Should the Council decline to accept the requested amendment to Resolution 2022-341 and all of the requested edits to the Redevelopment Contract language, there is a risk that the Developer will not be able to proceed with its plans for the Conestoga Marketplace and redevelopment of an area that the Council has designated as extremely blighted. It is also possible that Developer will not be able to execute, or extend, its option to purchase the current Conestoga Mall property from the current owners who have not indicated any intent to redevelop the extremely blighted property.

Should the Council accept the requested amendment and contract modifications requested by the Developer, it risks the investment of up to \$10,000,000 of direct and indirect taxpayer funds in the Marketplace project without any recourse or assurance that the largest retail store planned for the project will be constructed. The City would also bear the risks that the Developer is unable to find a replacement anchor store, even with the smaller footprint requested, and that the projected retail sales tax revenues presented to the Council will not be realized. Further, by the time it would be clear that the construction plans for Lot 3 have failed, the City's funds, Grow Grand Island's funds, and a significant amount of CRA funding will have been paid to the Developer and will not be recoverable. Absent the anticipated retail anchor store's revenue and impact on the Redevelopment Project, there is also a risk that the Developer, a limited purpose entity, will be unable to make its debt service payments and may need to seek protection from the creditors to which the project bonds are pledged.

Alternatives

It appears that the Council has the following alternatives concerning the two issues at hand. As to both issues, 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 takes no position on the Developer's requests, but advises the Council to consider the risks outlined above.

Sample Motions

Agenda Item I-5 Consideration of Amending Resolution #3033-341 Approving the 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)

Move to approve Resolution 2022-374 amending Resolution 2022-341

OR

Move to deny request to amend Resolution 2022-341

Agenda Item I-6 Consideration of Approving Redevelopment Contract with Woodsonia Hwy 281 LLC and the Redevelopment Authority of Grand Island for Redevelopment of the Conestoga Mall Property

IF THE RESOLUTION IN AGENDA ITEM I-5 IS NOT APPROVED:

Move to approve Resolution 2022-352 approving December 6, 2022 Council packet version of a Redevelopment Contract with Woodsonia Hwy 281 LLC and the Community Redevelopment Authority of Grand Island Nebraska

IF THE RESOLUTION IN AGENDA ITEM I-5 IS APPROVED:

Move to approve Resolution 2022-352 approving December 20, 2022 Council packet version of a Redevelopment Contract with Woodsonia Hwy 281 LLC and the Community Redevelopment Authority of Grand Island Nebraska

RESOLUTION 2022-374

WHEREAS, the City Council adopted Resolution 2022-341 (“Original Resolution”) on November 11, 2022 approving the Redevelopment Plan of the City for Redevelopment Area No. 28 in the City of Grand Island, Hall County, Nebraska, including the Redevelopment Project further described in the Original Resolution; and

WHEREAS, the Original Resolution established two contingencies that must be satisfied prior to the implementation of the Redevelopment Plan for Redevelopment Area No. 28 by the Community Redevelopment Authority of Grand Island, Nebraska; and

WHEREAS, the developer of the Redevelopment Project, Woodsonia HWY 281, LLC, (“Developer”) has requested City Council consider an amendment to the Original Resolution revising said contingencies; and

WHEREAS, the Developer has prepared this resolution for the City Council’s consideration.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

1. Section 2 of Resolution No. 2022-314 is hereby amended as follows: (deletions in ~~striketthrough~~, additions in underline)
 2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by Resolution No. 2022-314 and this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act subject to City Administration’s written approval of the satisfaction of 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~~ 148,000 SF retailer positioned on the southern portion of the redevelopment site” for its participation in the Redevelopment Project acquisition of Lot 3 in the Redevelopment Area on or before April 6, 2027.
2. All other provisions of Resolution No. 2022-314 shall remain in full force and effect, except as amended herein. This amendment shall be effective only upon approval of this resolution by a majority of the members of the City Council.

- - -

Approved as to Form	☐ _____
December 16, 2022	☐ City Attorney

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 20, 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 Resolution item I-5.

Staff Contact: Chad Nabity

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 16, 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.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 20, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

**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 new-to-market retail store on Lot 3 before April 6, 2027 (or alternatively construction of an approximately 100,000 square foot or larger new to market retail store on Lot 3 before the end of the Q4 of December 31, 2032).
- 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 (i) has closed and become the owner in fee simple of Redevelopment Project Property; and (ii) has provided written documentation of a contract between the Redeveloper and the new to market approximately 148,000 SF retailer, whose stock is publicly traded, to sell to said retailer Lot 3 as shown on Exhibit K.

“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.

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

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 the 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 3.06A 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, payments designated in this paragraph shall cease 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, 2032. In the event Redeveloper has not completed construction as set forth above, the Authority will retain the annual payments until such time as construction is complete. Upon completion, Authority will release the accrued retainage to Redeveloper within 30 days of issuance of the final certificate of occupancy and shall resume any remaining annual payments to Redeveloper at the next regular payment date. If construction is not completed by December 31, 2042, the Authority's obligation to make the annual payments or to pay any accrued retainage to Redeveloper shall cease and terminate.

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 acquires an interest in Lot 3 shown on Exhibit K self-insures 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.

(l) In the event the new to market approximately 148,000 SF retailer proposed by Redeveloper as the anchor store for the Redevelopment Project does not acquire Lot 3 and begin construction by April 6, 2027, Redeveloper shall enter into all contractual agreements necessary to provide for the construction and public opening or occupancy of a replacement anchor store that is a new-to-market, not less than 100,000 square feet retail store on or before December 31, 2032.

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 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.

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 Publicly 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 may allow the future construction of a Grand Island, Nebraska merchandise store greater than 135,000 square feet in size. The City and Authority hereby consent and approve 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

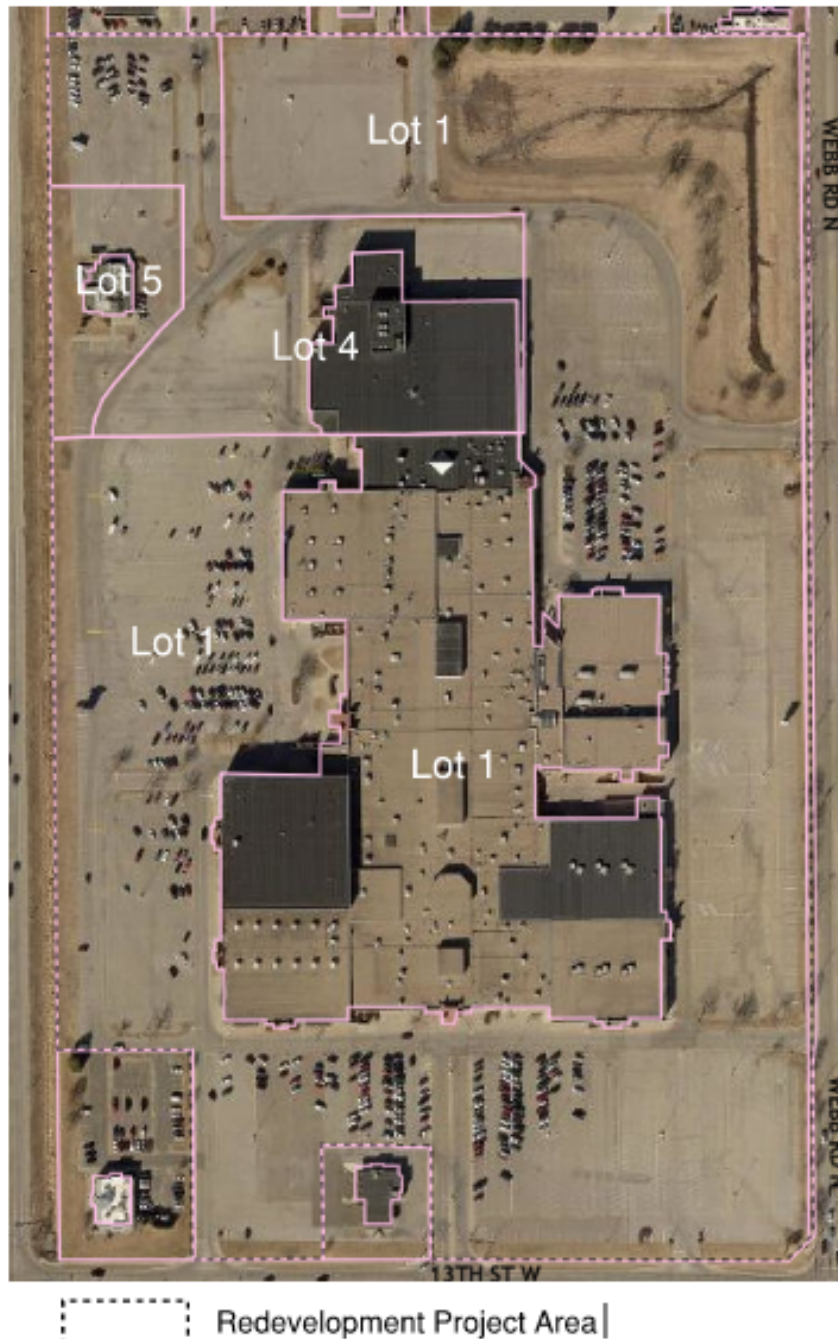


City of Grand Island: Proposed Extreme Blight Areas - Detail

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)

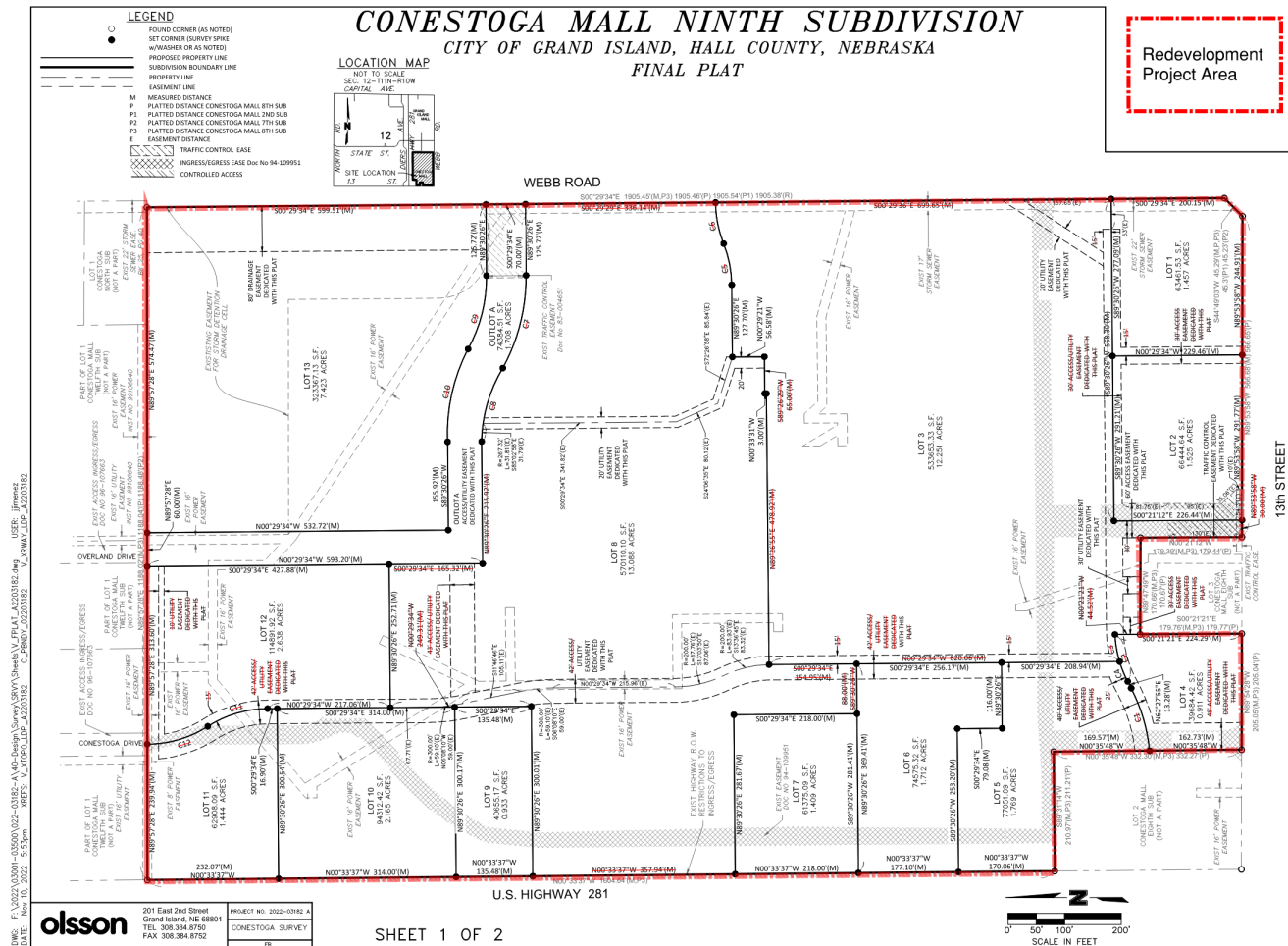


EXHIBIT B-2

REDEVELOPMENT PROJECT

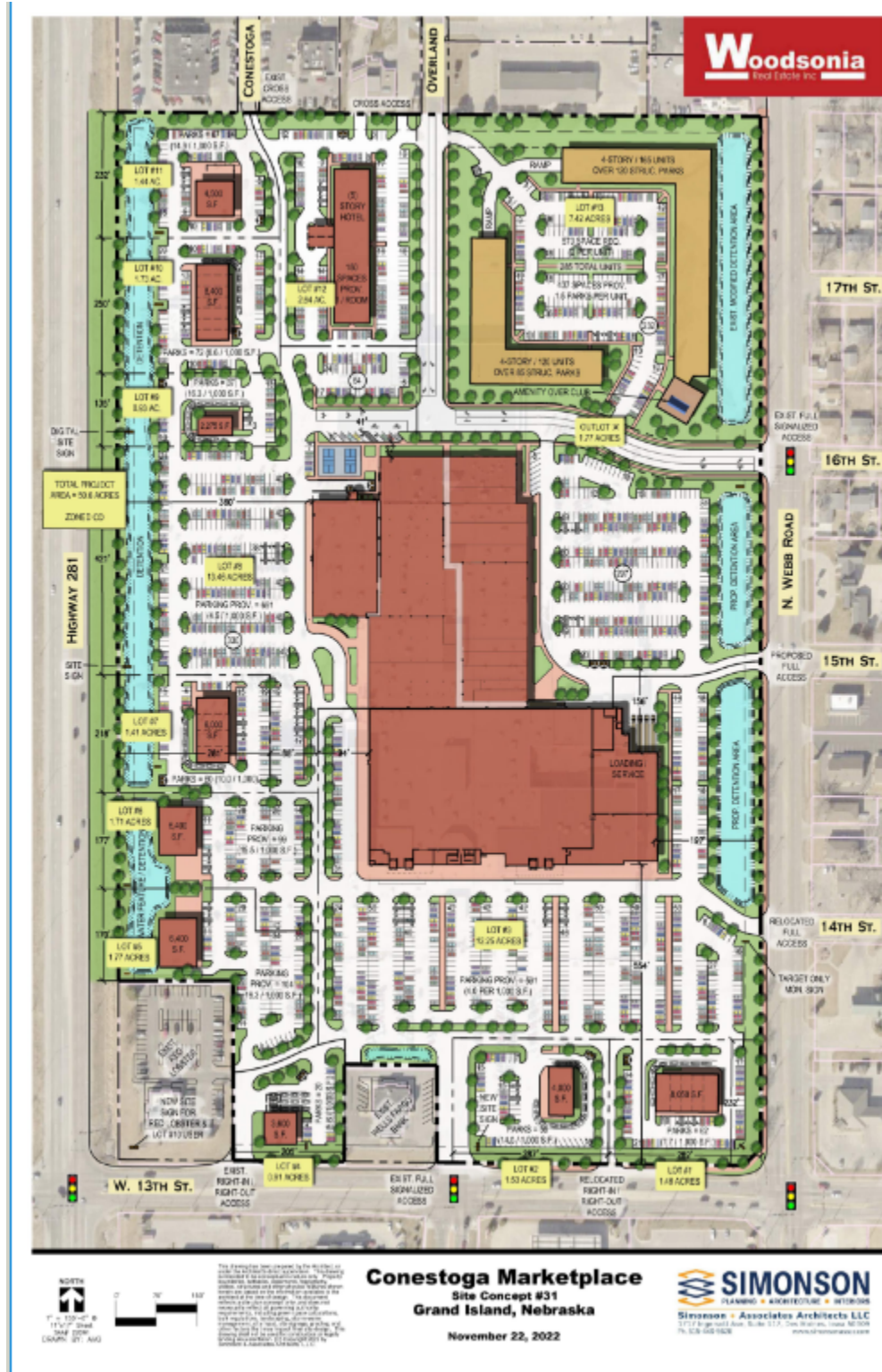


EXHIBIT C-1 **ENHANCED EMPLOYMENT AREA**

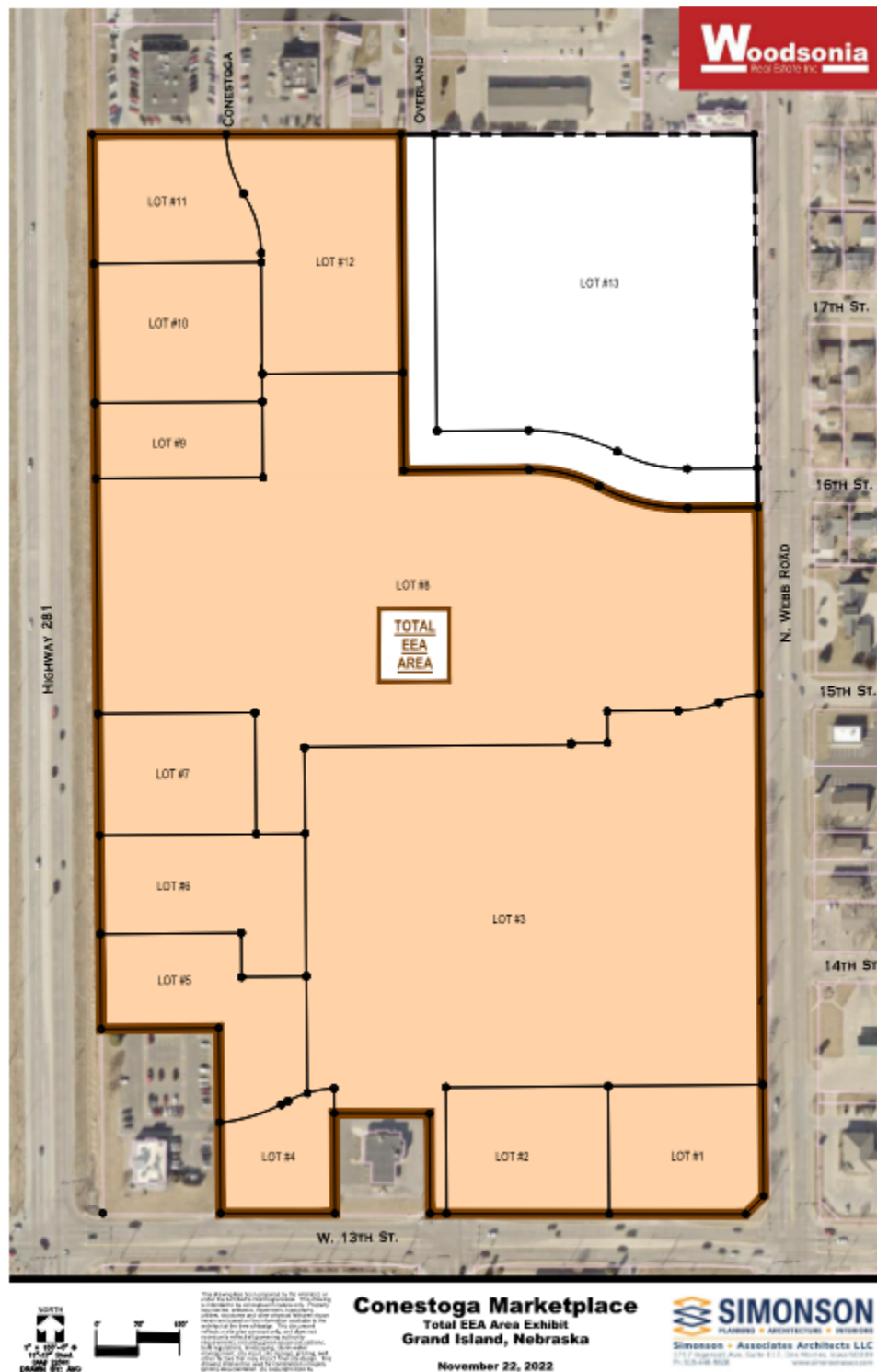


Exhibit C-2

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

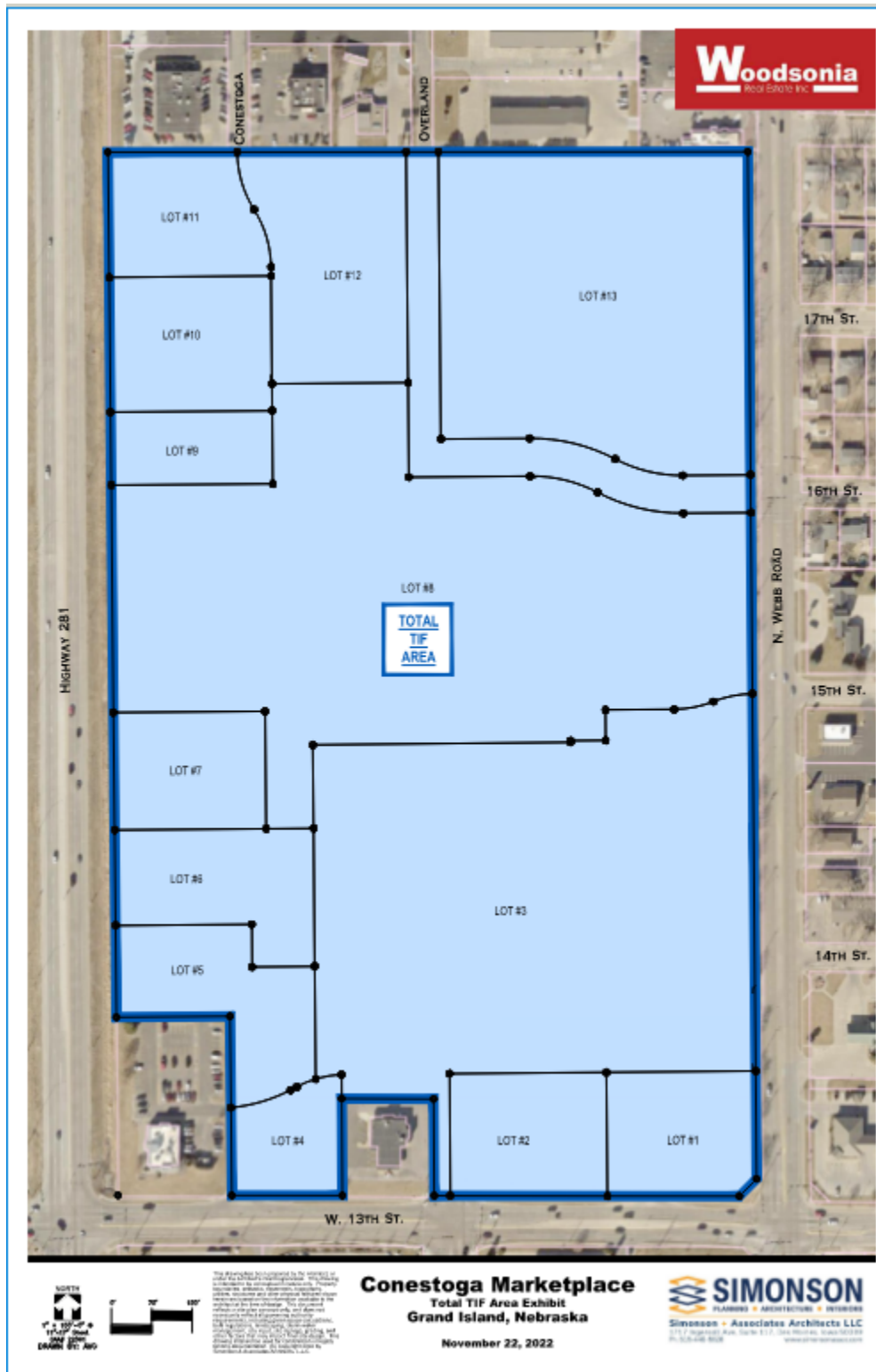
(Sample – Do Not Sign)
Secretary

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

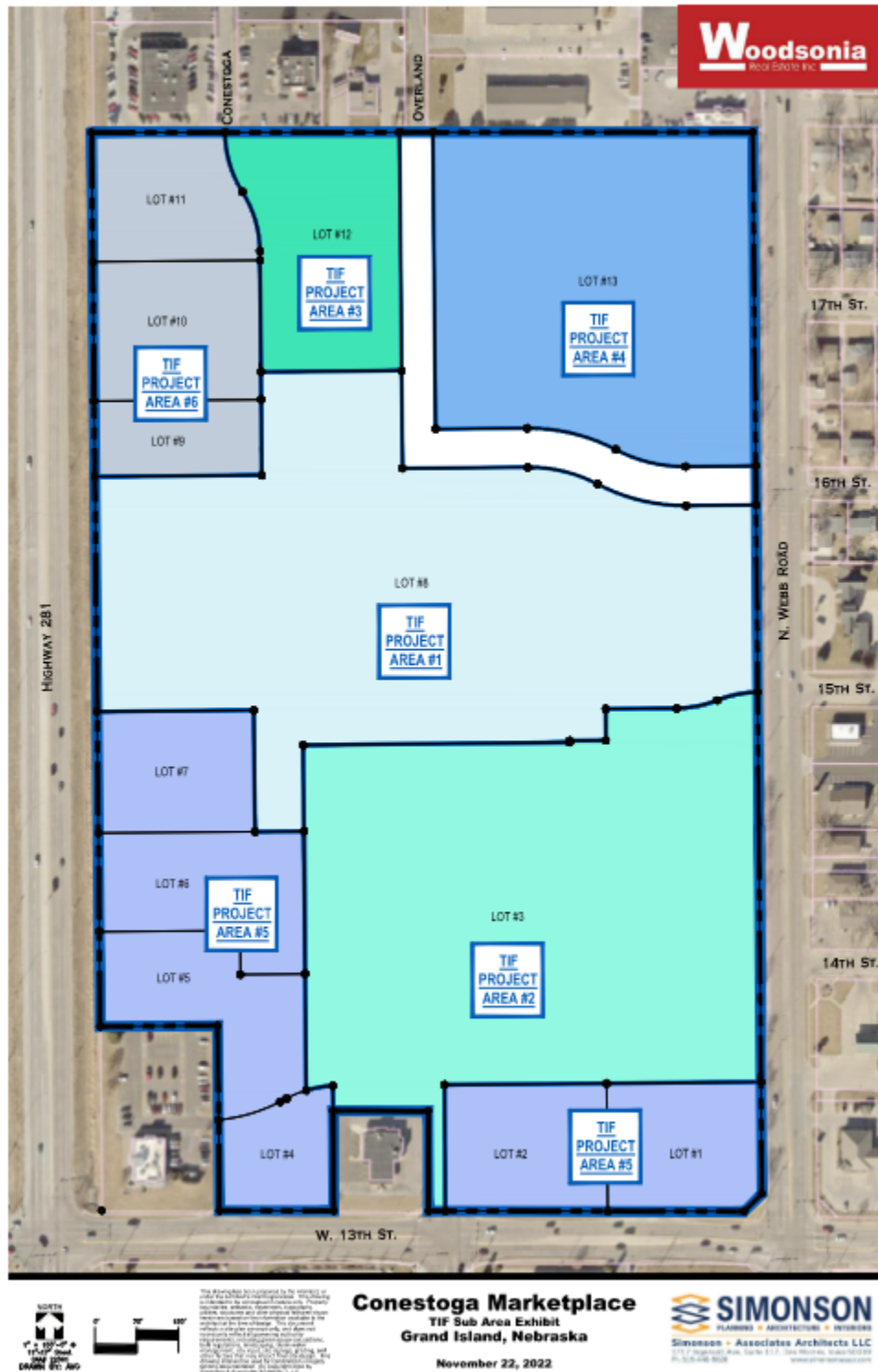


EXHIBIT D-2

**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
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Notes:

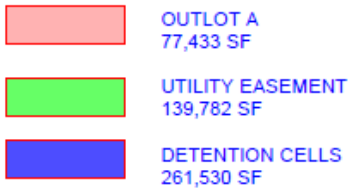
1. Any amounts paid for the professional fees, legal fees, design fees attributable to the above list of improvements shall qualify as reimbursable costs.
2. The amounts set forth above are reasonable best estimates at the time and it is agreed to and understood that such estimates are subject to change 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.

ATTEST:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

Secretary

By: _____
Chairman

WOODSONIA HWY 281, LLC

By: _____
Manager

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_ by _____ and _____, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by _____, Manager of WOODSONIA HWY 281, LLC on behalf of the limited liability company.

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

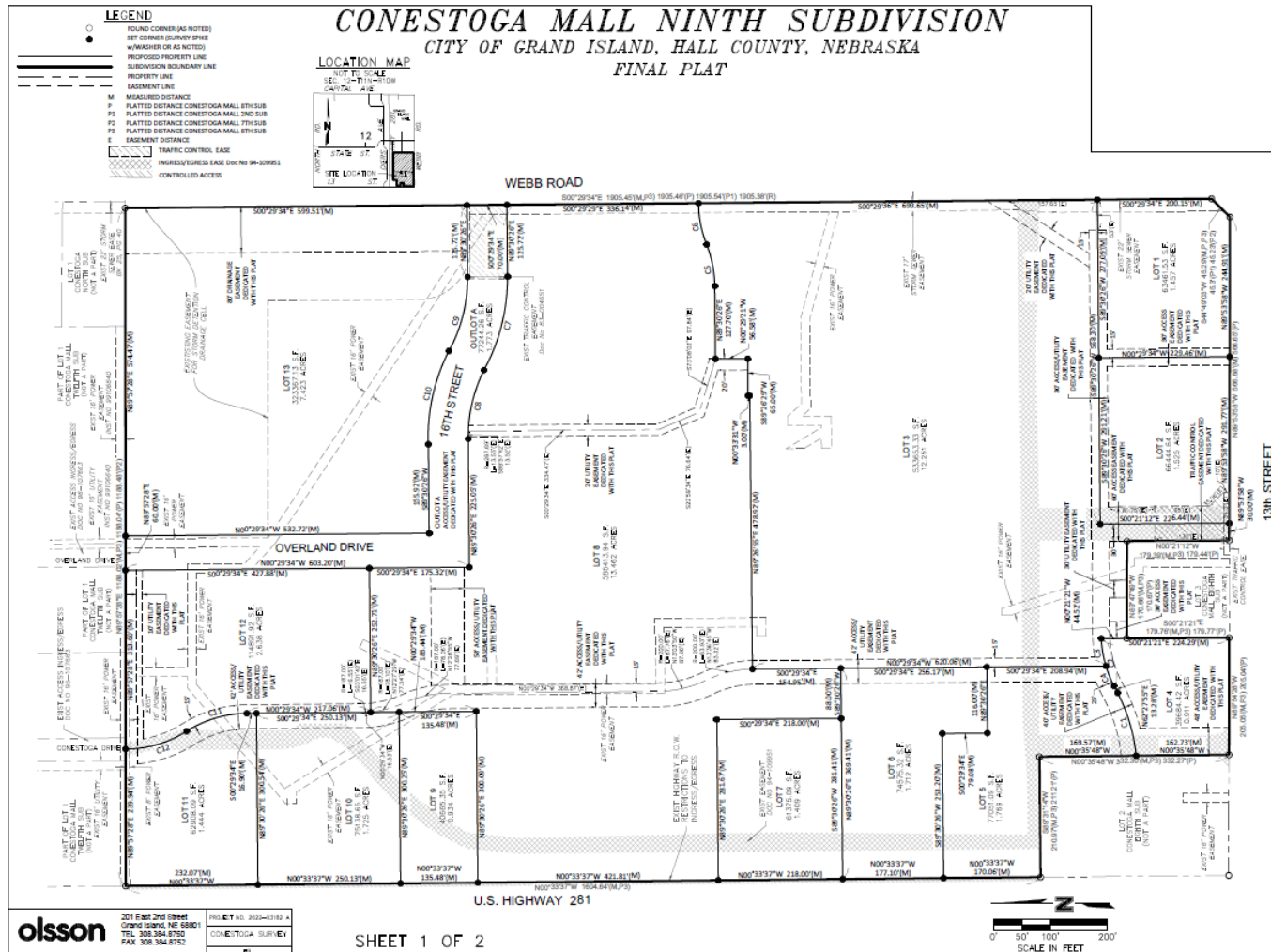


EXHIBIT L

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 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 (“**Redevelopment Contract**”;

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: 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 proceedings, 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 solely as to Lot 3 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 solely as to Lot 3 during Assignee's ownership thereof, (ii) agrees to assume, perform and fulfill all the Permitted Redevelopment Contract Obligations solely as to Lot 3 during Assignee's ownership thereof, and (iii) agrees to faithfully perform and fulfill any and all covenants, conditions, responsibilities and obligations contained in this Agreement solely as to Lot 3 during Assignee's ownership thereof.
4. Assignor's Indemnity. 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, open for business and operate 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



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item J-1

Approving Payment of Claims for the Period of December 7, 2022 through December 20, 2022

The Claims for the period of December 7, 2022 through December 20, 2022 for a total amount of \$7,171,745.74. A MOTION is in order.

Staff Contact: Patrick Brown



City of Grand Island

Tuesday, December 20, 2022

Council Session

Item X-1

Strategy Session with Respect to Threatened Litigation

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Laura McAloon