



# Hall County Regional Planning Commission

**Wednesday, July 11, 2012**  
**Regular Meeting Packet**

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## **Commission Members:**

<b>John Amick</b>	<b>Hall County</b>	
<b>Karen Bredthauer</b>	<b>Grand Island</b>	<b>Vice Chairperson</b>
<b>Julie Connelly</b>	<b>Grand Island</b>	
<b>Scott Eriksen</b>	<b>Grand Island</b>	
<b>Mark Haskins</b>	<b>Hall County</b>	
<b>Bill Hayes</b>	<b>Doniphan</b>	
<b>Dennis McCarty</b>	<b>Grand Island</b>	
<b>Jaye Monter</b>	<b>Cairo</b>	
<b>Pat O'Neill</b>	<b>Hall County</b>	<b>Chairperson</b>
<b>Deb Reynolds</b>	<b>Hall County</b>	
<b>Leslie Ruge</b>	<b>Alda</b>	<b>Secretary</b>
<b>Don Snodgrass</b>	<b>Wood River</b>	

**Regional Planning Director: Chad Nabity**

## **Technician:**

**Edwin Maslonka**

## **Secretary:**

**Rose Woods**

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**6:00 PM**  
**Council Chambers - City Hall**  
**100 East First Street**

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## **Call to Order**

## **Roll Call**

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### **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.

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### **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.

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### **DIRECTOR COMMUNICATION**

This is an opportunity for the Director to comment on current events, activities, and issues of interest to the commission.



# Hall County Regional Planning Commission

Wednesday, July 11, 2012

Regular Meeting

## Item A1

### Agenda

Staff Contact: Chad Nabity

## **REGIONAL PLANNING COMMISSION**

### **AGENDA AND NOTICE OF MEETING**

**Wednesday, July 11, 2012**

**6:00 p.m.**

**City Hall Council Chambers — Grand Island**

**1. Call to Order.**

**This is a public meeting subject to the open meetings laws of the State of Nebraska. The requirements for an open meeting are posted on the wall in this room and anyone who would like to find out what those are is welcome to read through them.**

**2. Minutes of June 6, 2012.**

**3. Request Time to Speak.**

**4. Public Hearing** – Concerning an amendment to the redevelopment plan for CRA, Area 6, for a Site Specific Redevelopment Plan for 709 & 715 W 18<sup>th</sup> Street, in Grand Island, Hall County, Nebraska. Resolution No. 2012-06. (C-20-2012GI)

**5. Public Hearing** - Concerning adoption of a blight and substandard Area 10. This property is located between East Oklahoma Avenue and Phoenix Avenue and Kimball Ave and Oak Street, in the City of Grand Island. (C-21-2012GI)

**6. Public Hearing** - Concerning adoption of a blight and substandard Area 11. This property is located south of Capital Avenue and between north Broadwell Ave and north Wheeler Ave., in the City of Grand Island. (C-22-2012GI)

**7. Referral** – Concerning the formation of a new business improvement district along South Locust Street, from Fonner Park Road to Stolley Park Road in Grand Island to create South Locust Street BID 2012 (formally BID 4). (C-23-2012GI)

**8. Final Plat – Sheaffer Second Subdivision** – located west of Claude Rd., and south of Arch Ave., in the City of Grand Island, in Hall County, Nebraska. Consisting of (2 Lots) and 5.6046 acres.

**9. Final Plat – White Tail Country Subdivision** – located south of Platte River Drive and west of S 110<sup>th</sup> Road, in Hall County, Nebraska. Consisting of (1 Lot) and 4.173 acres.

**10. 2012-2013 Budget and Fees.**

**11. Planning Director's Report**

**12. Next Meeting August 1, 2012**

**13. Adjourn**

**PLEASE NOTE:** This meeting is open to the public, and a current agenda is on file at the office of the Regional Planning Commission, located on the second floor of City Hall in Grand Island, Nebraska.



# **Hall County Regional Planning Commission**

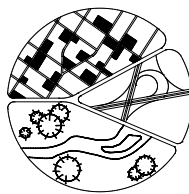
**Wednesday, July 11, 2012**

**Regular Meeting**

## **Item E1**

### **Meeting Minutes**

**Staff Contact: Chad Nabity**



THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, GRAND ISLAND,  
WOOD RIVER AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN,  
NEBRASKA

Minutes  
for  
June 6, 2012

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The meeting of the Regional Planning Commission was held Wednesday, June 6, 2012, in the Community Meeting Room - City Hall – Grand Island, Nebraska. Notice of this meeting appeared in the "Grand Island Independent" May 26, 2012.

Present:	Bill Hayes	Leslie Ruge
	Karen Bredthauer	Pat O'Neill
	Deb Reynolds	John Amick
	Mark Haskins	Dennis McCarty

Absent: Julie Connelly, Don Snodgrass, Scott Eriksen, Jaye Monter

Other:

Staff: Chad Nabity, Rose Woods

Press:

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**1. Call to order.**

Chairman O'Neill called the meeting to order at 6:04 p.m. He stated that this was a public meeting subject to the open meetings laws of the State of Nebraska. He noted that the requirements for an open meeting were posted on the wall in the room and easily accessible to anyone who may be interested in reading them.

**2. Minutes of May 2, 2012 meeting.**

A motion was made by Bredthauer to approve the meeting minutes and seconded by Hayes to approve the Minutes of the May 2, 2012 meeting as mailed.

The motion carried with 8 members present and 6 voting in favor (Ruge, O'Neill, Bredthauer, Hayes, Amick and Reynolds) and two members present abstaining (Amick, McCarty).

### **3. Request Time to Speak.**

Ron DePue 308 N Locust. Item #4.  
Kelly Rafferty 717 W Anna. Item #5.

### **4. Public Hearing** – Consideration of the redevelopment plan for CRA area #9, located between State Street and Capital Avenue and US Highway 281 and Webb Road, in Grand Island, Hall County, Nebraska. Resolution 2012-04. (C-18-2012GI)

O'Neill opened the Public Hearing.

Nabity explained this was the redevelopment plan for CRA #9, located between State Street and Capital Avenue and US Highway 281 and Webb Road.

The enclosed plan is based on the one prepared by Marvin Planning Consultants as part of the blight study.

This study does not specifically approve any TIF projects but does outline the types of activities that could be considered for Tax Increment Financing in this redevelopment area. These activities focus on public improvements to utility, drainage and transportation infrastructure. Any applications for TIF on these properties would be subject to specific approval by the CRA and City Council and recommendation of the Planning Commission.

O'Neill closed the Public Hearing.

A motion was made by Reynolds and seconded by Amick to approve the Redevelopment Plan and Resolution 2012-04.

A roll call vote was taken and the motion passed with 8 members present and voting in favor (McCarty, Amick, O'Neill, Hayes, Bredthauer, Ruge, Reynolds and Haskins) and no one voting against.

### **5. Public Hearing** – Amendment to the redevelopment plan for CRA area #9, for a Site Specific Redevelopment Plan for 3420 W State Street, in Grand Island, Hall County, Nebraska. Resolution 2012-05. (C-19-2012GI)

O'Neill opened the Public Hearing.

Nabity explained the Equity Investment Group of Fort Wayne Indiana is proposing to remodel and rehabilitate the old grocery/furniture store at 3420 W. State Street. The developer is seeking Tax Increment Financing to offset the cost of remodeling and rehabilitation of the property. Improvements will be made to the existing building to convert it from a single tenant big box into multiple tenant spaces. Several nationally known retailers have signed letters of intent occupy this space once the remodeling is done.

O'Neill closed the Public Hearing.

A motion was made by Bredthauer and seconded by McCarty to approve the Redevelopment Plan and Resolution 2012-05.

A roll call vote was taken and the motion passed with 8 members present and voting in favor (McCarty, Amick, O'Neill, Hayes, Bredthauer, Ruge, Reynolds and Haskins) and no one voting against.

- 6. Public Hearing – Rezone** - A request to rezone properties located west of Independence Avenue and north of 13th Street. From LLR Large Lot Residential to R1 Low Density Residential Zone, in the City of Grand Island. (C-17-2012GI)

O'Neill opened the Public Hearing.

Nabity explained this was a request to rezone approximately 2.885 acres of land west of Independence Avenue and north of 13th Street, from LLR Large Lot Residential to R1 Suburban Density Residential, in the City of Grand Island. The purpose of this rezoning request is to aid in the development of property.

O'Neill closed the Public Hearing.

A motion was made by Ruge and seconded by Reynolds to approve the rezone as presented.

A roll call vote was taken and the motion passed with 8 members present and voting in favor (McCarty, Amick, O'Neill, Hayes, Bredthauer, Ruge, Reynolds and Haskins) and no one voting against.

- 7. Final Plat – Western Heights Seventh**, located west of Independence Avenue and north of 13th Street, in Grand Island, Hall County, Nebraska. Consisting of 2.885 acres and (4 Lots).

A motion was made by Ruge and seconded by Haskins to approve the final plat as presented.

A roll call vote was taken and the motion passed with 8 members present and voting in favor (McCarty, Amick, O'Neill, Hayes, Bredthauer, Ruge, Reynolds and Haskins) and no one voting against.

#### **11. Planning Director's Report**

Budget time is near. Nabity said Community Beautification Awards nominations would be accepted.

#### **12. Next Meeting July 11, 2012**

#### **13. Adjourn**

Chairman Pat O'Neill adjourned the meeting at 6:30 p.m.

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Leslie Ruge, Secretary

by Rose Woods



# **Hall County Regional Planning Commission**

**Wednesday, July 11, 2012**

**Regular Meeting**

## **Item F1**

### **Public Hearing - Baker Redevelopment Plan**

**Staff Contact: Chad Nabity**

#### **Agenda Item #4**

#### **PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:**

June 28, 2012

#### **SUBJECT:**

*Redevelopment plan amendment for property located in Blight and Substandard Area #6 at on 18<sup>th</sup> Street between Eddy and Cleburn in Grand Island Nebraska and other properties as necessary to support this development. (C-20-2012GI)*

#### **PROPOSAL:**

Baker Development Inc. is proposing to acquire property, extend services, prepare the site and build a duplex on property located at 709 and 715 W 18<sup>th</sup> Street. The developer is seeking Tax Increment Financing to offset the cost of acquisition of the property, service extension, and site preparation. The property is currently vacant.

#### **OVERVIEW:**

The purpose of the CRA and the designated blight and substandard areas is to provide incentives for development in underdeveloped areas of the community. This project will provide commercial development in a location that is intended for these uses. Development of this property should prevent further decay of this neighborhood. This area has already been declared blighted and substandard by the CRA, the Hall County Regional Planning Commission and the Grand Island City Council.

This project is **consistent** with the **existing zoning** and the **future land use plan** for the City of Grand Island. This is evidenced by the fact that the property is zoned B2 General Business. The B2 zone allows for the development of housing as a permitted use. There is a residential property to the north of 18<sup>th</sup> Street. All of the properties on the south side of 18<sup>th</sup> Street surrounding these vacant lots are also used for residential purposes. The B2 zone requires 1000 square feet of property per dwelling unit and there are more than 13,900 square feet of property available on these 2 lots.

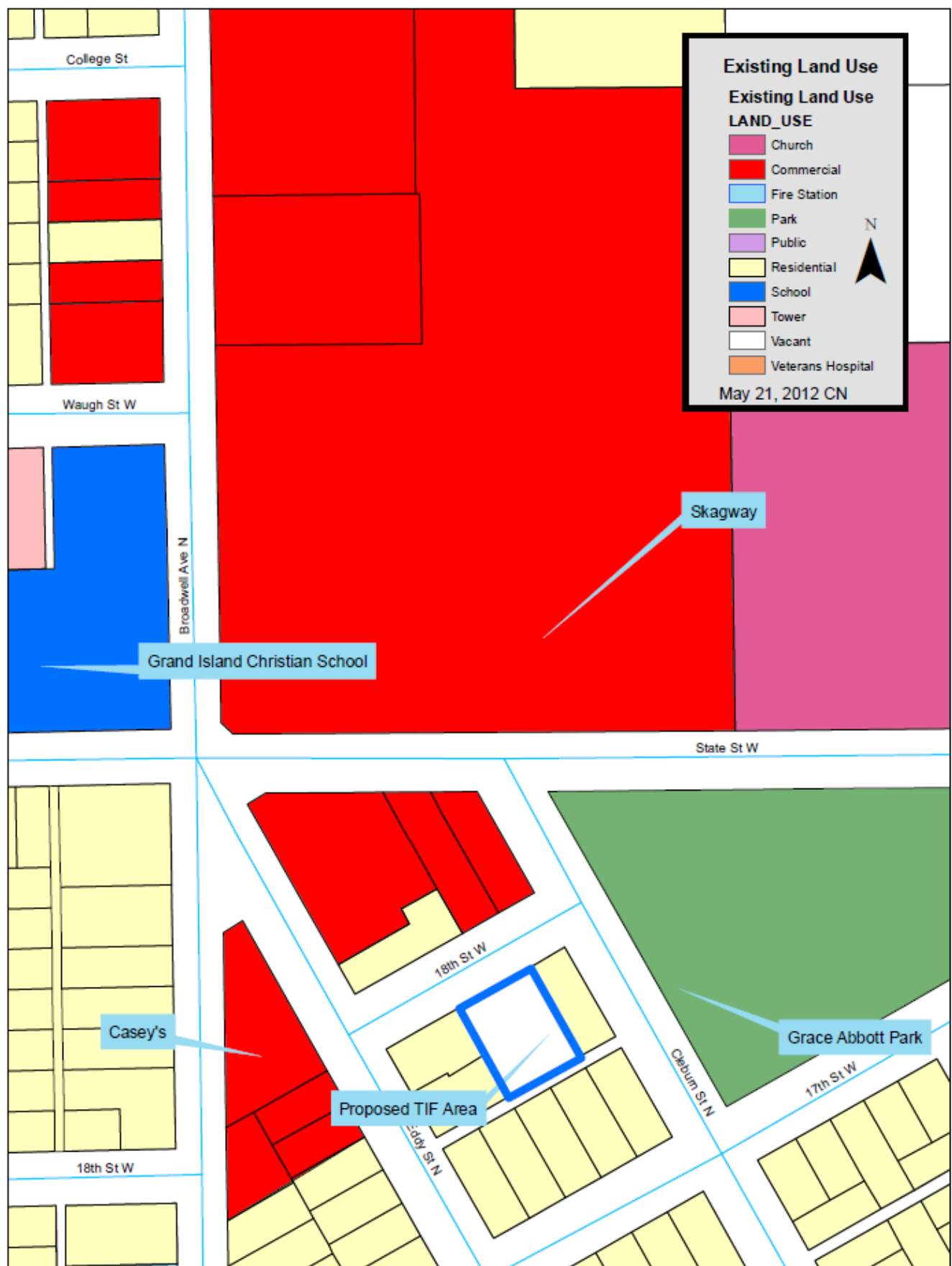
The Regional Planning Commission recommendation is limited to the appropriateness of the proposed use at this location. The Grand Island Comprehensive Plan calls for general commercial at this location and mixed use commercial within 1 block to the south and west; the Zoning Map defines this area as a commercial district that permits housing. Grace Abbott Park is located one half block to the east.

The Planning Commission is required to comment on these applications to confirm that expenditure of public funds through TIF is not supporting uses that would be inconsistent with the Comprehensive Plan. The proposed use for residential units at this location **is** supported by the plan.

#### **RECOMMENDATION:**

That the Regional Planning Commission recommend that City Council **approve** of the redevelopment plan amendment as submitted. A resolution is attached for your consideration.

\_\_\_\_\_ Chad Nabity AICP, Planning Director





## BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

### Project Redeveloper Information

I. Business Name: BAKER Development LLC.  
Address: P.O. Box 2161 Grand Island NE 68802  
Telephone No.: 308-383-1609 Fax No.: 308-382-3372  
Contact: GREG BAKER

II. Brief Description of Applicant's Business: Residential + Commercial Contractors and Rental Company  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Present Ownership Proposed Project Site: 709-715 W. 18<sup>th</sup> St.  
\_\_\_\_\_

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

Residential duplex with Attached garages  
units are 884 Sq/F Each yards landscaped and  
Sprinklers installed  
\_\_\_\_\_  
\_\_\_\_\_

V. If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

- ✓ A. Land \$ 28,500  
B. Building \$ N/A

Construction Costs:

- A. Renovation or Building Costs: \$ 128,000  
✓ B. On-Site Improvements: Extend water from N. side of 18th Street to site - tree removal \$ 9,769

Soft Costs:

- ✓ A. Architectural & Engineering Fees: \$ 500  
B. Financing Fees: \$ 1,500  
✓ C. Legal/Developer/Audit Fees: \$ 1,250<sup>00</sup>  
D. Contingency Reserves: \$ 2,000  
✓ E. Other (Please Specify) TIF (City Fees) Financing Fees \$ 1,500<sup>00</sup>

TOTAL \$ 173,019

VII. Total Estimated Market Value at Completion: \$ 158,882

VIII. Source of Financing:

- ✓ A. Developer Equity: \$ 30,000  
B. Commercial Bank Loan: \$ 110,000  
C. Tax Credits:  
1. N.I.F.A. \$ \_\_\_\_\_  
2. Historic Tax Credits \$ \_\_\_\_\_  
D. Industrial Revenue Bonds: \$ \_\_\_\_\_  
E. Tax Increment Assistance: \$ 42,000

## IX. Name, Address, Phone &amp; Fax Numbers of Architect, Engineer and General Contractor:

✓ Baker Development - General Contractor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## X. Estimated Real Estate Taxes on Project Site Upon Completion of Project:

(Please Show Calculations)

2.180514

158,882 x Levy - Base 2009 x Levy = \$3009

See attached spreadsheet

3009 x 15 yrs = \$45135

## XI. Project Construction Schedule:

A. Construction Start Date: Aug. 2012B. Construction Completion Date: MAR 2013

C. If Phased Project:

\_\_\_\_\_ Year \_\_\_\_\_ % Complete

\_\_\_\_\_ Year \_\_\_\_\_ % Complete

## XII. Please Attach Construction Pro Forma

## XIII. Please Attach Annual Income &amp; Expense Pro Forma

(With Appropriate Schedules)

**TAX INCREMENT FINANCING REQUEST INFORMATION**

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

Amount of Incremental Prospective Annual Real Estate

Taxes over 2012 Real Estate Taxes on the Subject Property

for 15 yrs will be used to develop the Property.

II. Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed

Project: 709-715 W 18<sup>TH</sup> ST

TIF is an important Component in order for this project  
to bridge the deficit between the actual Cost of the project  
And the income producing Capability of the real estate.  
We feel that this project will Add Value to a defined  
blighted Area in the Community as well as provide much  
needed quality affordable rental housing

III. 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:

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

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

## REALESTATE PURCHASE AGREEMENT

THIS AGREEMENT is entered into this 14<sup>th</sup> day of May, 2012, between James and Mary Jane Partington hereinafter referred to as "Seller", whether one or more, Baker Development hereinafter referred to as "Buyer".

### WITNESSETH:

1. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and accept from the seller the following described real property located in Hall County, Nebraska, on the terms and conditions and covenants herein contained, to wit:

**Schimmer's Addition, Lots 2 and 3, Block 22  
City of Grand Island, Hall County, Nebraska**

And carrying a physical address of 709 and 715 West 18<sup>th</sup> Street, Grand Island, NE

together with all appurtenances related thereto and improvements thereon and subject to all easements, covenants and restrictions of record.

The purchase of the aforesaid property shall specifically include the following items of personal property:

None

2. The purchase price of the real and personal property being sold by the Seller and purchased by the Buyer hereunder is the sum of Twenty eight thousand five hundred Dollars (\$28,500.00), at closing to Seller. This contract is contingent upon Tax Increment Financing being granted to the buyer.

3. Buyer shall be entitled to possession of all the property being sold hereunder within 30 days of the approval of the Tax Increment Financing. Except that if necessary for the Seller to cure defects in title to the real property as provided in the paragraph following, the date of closing shall be 10 days after said defects are cured. Closing shall occur at the offices of Grand Island Abstract, Escrow & Title Company Grand Island, Nebraska, which shall act as closing agent.

4. Within 20 days of the date of the Agreement, Seller shall furnish to Buyer evidence of its title to the above-described real estate which shall take the form of a commitment to insure the Buyer under an owner's title insurance policy. Buyer shall, within 10 days after receipt of such commitment, notify Seller of any defects in title which are unacceptable to the Buyer. Seller shall have 10 days thereafter to determine whether it will agree to cure such defects and if Seller determines not to cure such defects, this Agreement shall terminate and neither party shall have any further liability or obligation hereunder. If the Seller elects to cure said defects, it may do so within a reasonable time thereafter and closing shall be extended as in the above and foregoing paragraph. The cost of said title insurance shall be borne equally between the Buyer and the Seller.

5. General real estate taxes shall be prorated to the date of closing, all special assessments levied and assessed prior to the date of closing shall be paid by Seller.

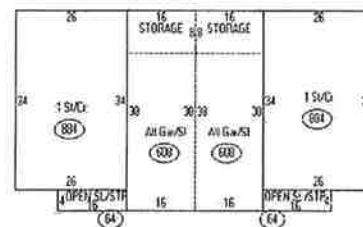


137,973

20,909

158,882

**No Photo On File.**



		Sale Information		
Book/Page	Sale Date	Code	Grantor	Amount

Notes Field Notes

## Field Notes

ReviewSheet 2012

## O'Hara Plumbing Co., Inc.

P.O. Box 1038  
Grand Island, NE 68802-1038  
(308) 382-0765  
Fax (308) 382-5166

Email [oharaplumbing@hamilton.net](mailto:oharaplumbing@hamilton.net)

PROPOSAL SUBMITTED TO <b>Baker Development</b>		PHONE	DATE <b>May 14, 2012</b>
STREET		JOB NAME <b>709-715 W. 18th</b>	
CITY, STATE and ZIP CODE		JOB LOCATION <b>Water Service</b>	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Remove 37 x 14 1/2 concrete  
Side dump  
Excavator  
Skidsteer with breaker  
Mobilization

1-6x 1 1/2" tapping sleeve  
1-1 1/2" corp  
1-1 1/2" curb stop  
1-Curb box  
1-1" corp for test  
1-1" corp plug  
54'-1 1/2" type "K" copper pipe  
Flowable fill  
Excavate  
Less concrete replacement  
Total \$6,567.00

*Concrete Replacement 2000<sup>00</sup>*

Barricades by owner  
Street permit by owner

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

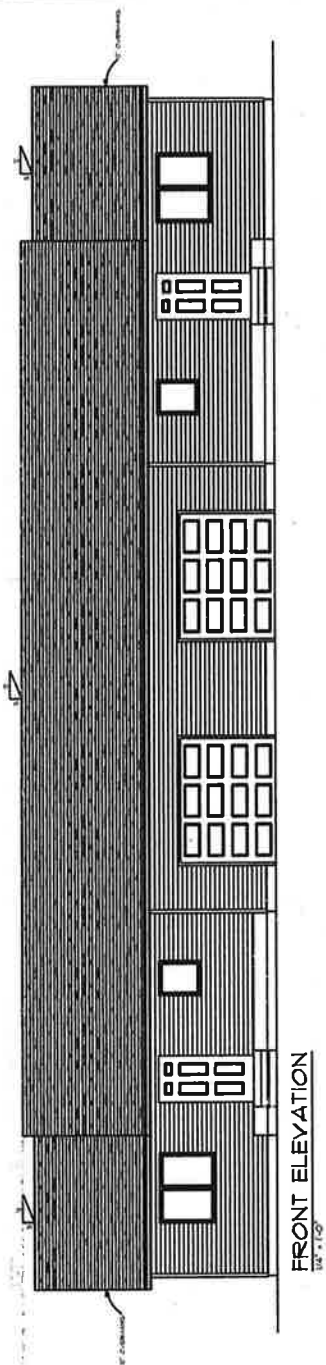
Authorized  
Signature

*Pat O'Hara*

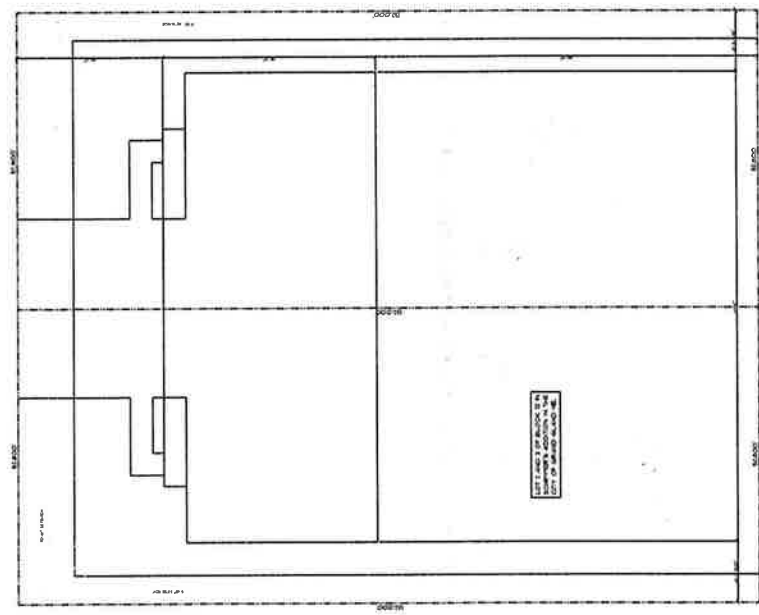
Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_



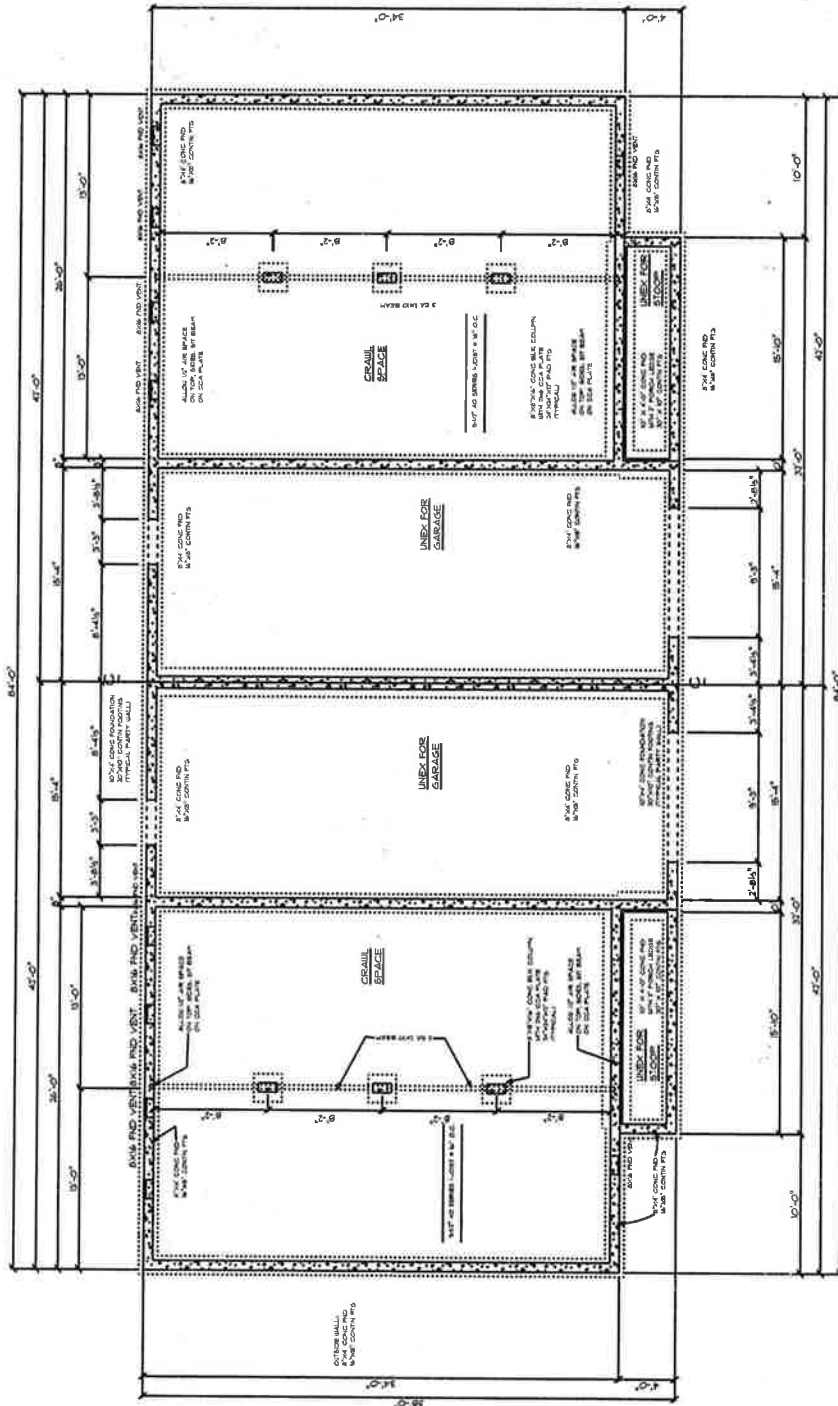
10TH ST. W.



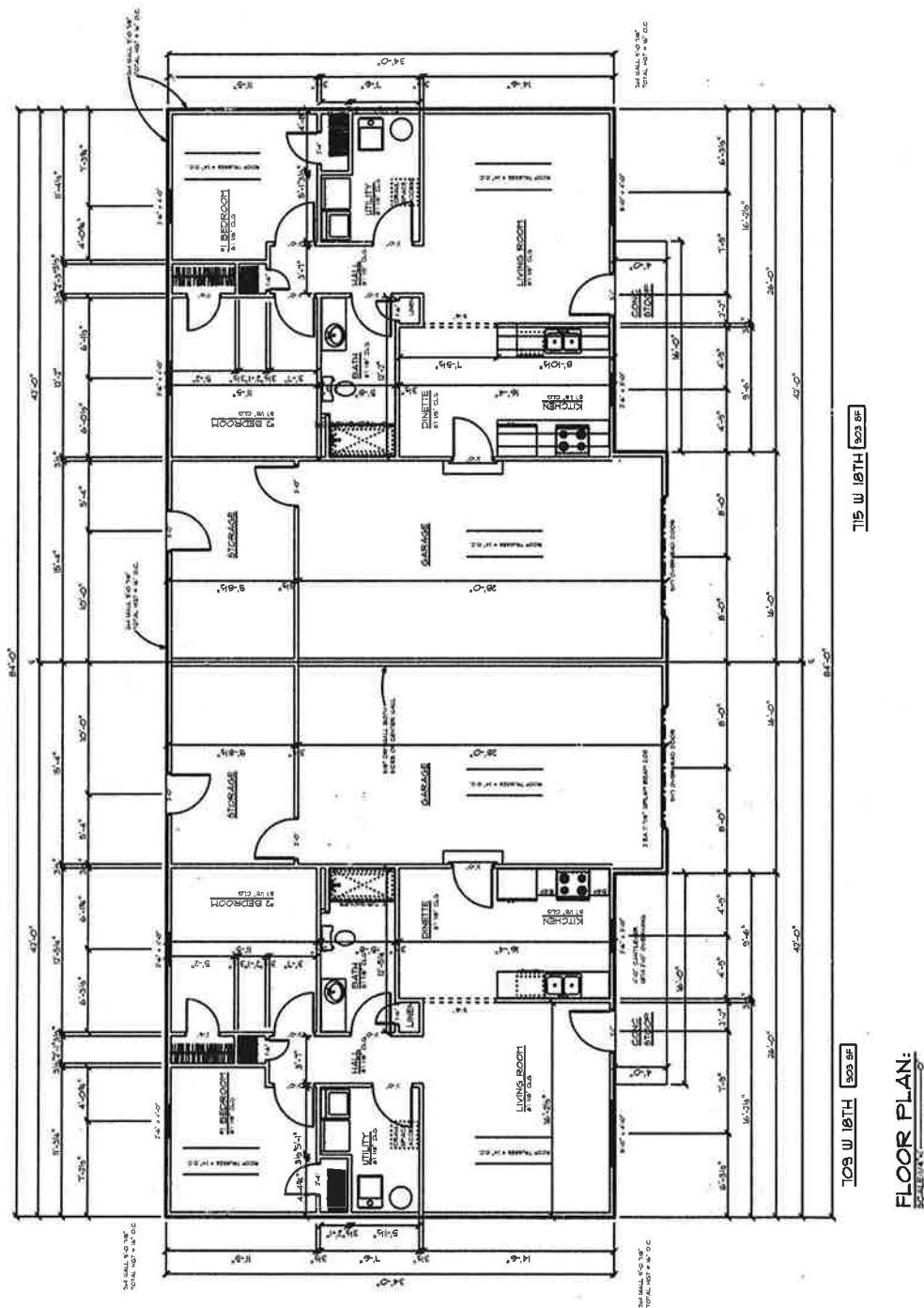
PLOT PLAN  
1" = 10'-0"



05/14/12	DESIGNED FOR BAKER DEVELOP. 202 A STREET AND 10TH ST.	REVISION 4
<b>Builders</b> 1-202-350-5555 LUMBER & BUILDING CENTER	DRAWN BY: J. L. BAKER	DATE: 05/14/12
		SHEET NO. 06/13



05/14/12	05/14/12
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115 W 18TH 523 SF

105 W 18TH 503 SF

FLOOR PLAN:  
SCALE 1/8" = 1'-0"

# GENERAL NOTES:

1. LEAVE A SPACE IN BATHROOM CLOSET AS TO JAMBS THE REINFORCING IS BEING PLACED.
2. TOILET NEIGHBORING UNIT AT LEAST 6" MIN. SPACING AND REINFORCING IS BEING PLACED.
3. TOILETS NEXT TO A WALL PREPARED REINFORCE IT PROVIDES A SIDE BAR BUT 3/4" REINFORCING IS BEING PLACED.
4. TUB AND REINFORCING - VERY (ANY) 3/4" MIN. MIN. HOSE CONTROL AND OUTSIDE REINFORCING IS BEING PLACED.
5. TUB BACK REINFORCING VERY 4" ABOVE TUB TO 3/4" MIN. MIN. HOSE START 6" IN FRONT EA CORNER.
6. THE CAVITY IN BACK OF THE TUB SHOULD BE SOLID FILLED.
7. CLEAR FLOOR NOT REQUIRED.
8. FRONT LOADING MACHINE PREPARED.
9. HAVE EVERYTHING "LIVABLE" DOORS FAUCETS... 5" TO 8"
10. TOILET SEAT HEIGHT - 5" TO 8"
11. SWITCHES AND RECEPTS 48" MIN. MAX. IF OVER A COUNTER 48" MAX. 8" MIN.

OS 1412	OS 1412
NAME	NAME
BAKER DEVELOP	BAKER DEVELOP
103 W 18TH ST	103 W 18TH ST
GRAND ISLAND NE	GRAND ISLAND NE
4	4
8613	8613



# **HOME FEDERAL BANK**

May 16, 2012

RE: Greg Baker  
4710 Tara CT.  
Grand Island, NE 68801

To Baker Development:

This letter is to advise the reader that Home Federal Bank has approved financing for Greg Baker to construct a duplex located at 709 & 715 W. 18<sup>th</sup> in Grand Island. This loan is contingent upon tax increment financing approval.

Please do not hesitate to call me at 308/398-4930 should you have any questions.

Respectfully,

Steve Kunzman  
Senior Vice President



P.O. Box 1009 — GRAND ISLAND, NE 68802-1009  
308-382-4000 — [www.homefedgi.com](http://www.homefedgi.com)

MEMBER  
FDIC

COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 136

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

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

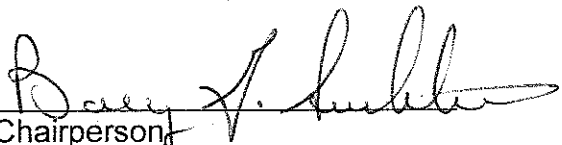
WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

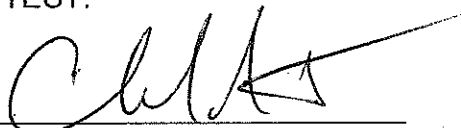
The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 13<sup>th</sup> day of June, 2012.

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

By   
Chairperson

ATTEST:

  
Secretary

**Redevelopment Plan Amendment  
Grand Island CRA Area #6  
May 2012**

**The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area #6 with in the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area #6.**

**Executive Summary:  
Project Description**

THE ACQUISITION OF PROPERTY LOCATED AT 709 AND 715 W 18TH STREET AND THE SUBSEQUENT SITE WORK, UTILITY and ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR CONSTRUCTING A DUPLEX AT THIS LOCATION.

The use of Tax Increment Financing to aid in the acquisition of property along with costs associated with redevelopment of this site with a new duplex. The use of Tax Increment Financing makes it affordable to provide additional housing in Grand Island at this location at a contract rent that is consistent with the neighborhood. This project would not be possible in an affordable manner without the use of TIF.

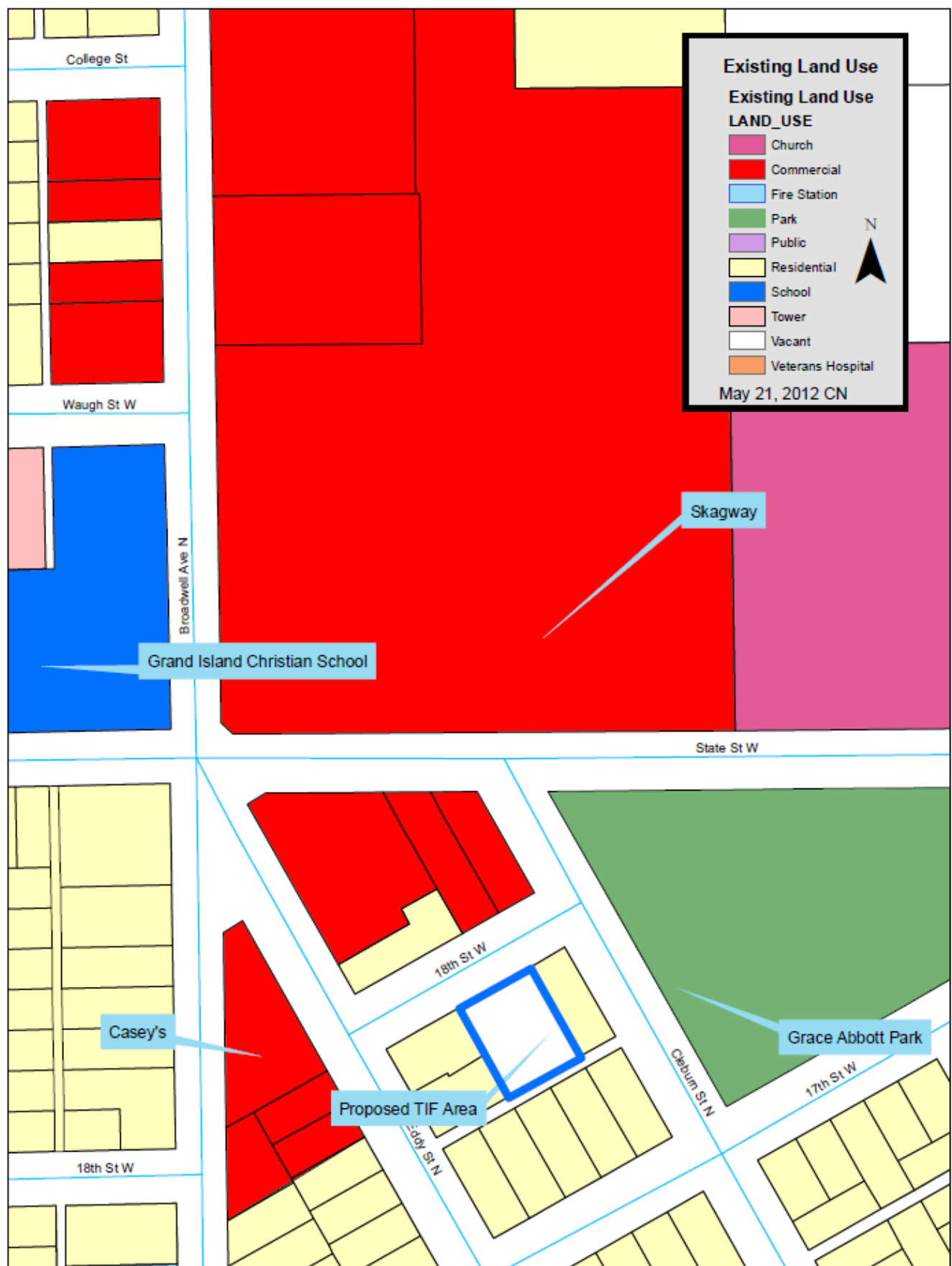
The site is under contract for purchase by developer contingent on the approval of TIF. All acquisition costs, site work, and utilities will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, 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, 2014 towards the allowable costs and associated financing for the acquisition and site work.

**TAX INCREMENT FINANCING TO PAY FOR THE ACQUISITION OF THE PROPERTY AND RELATED SITE WORK WILL COME FROM THE FOLLOWING REAL PROPERTY:**

**Property Description (the “Redevelopment Project Area”)**

This property is located at the between Cleburn Street and Eddy Street on the south side of 18<sup>th</sup> Street in northeast Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lot 2 and Lot 3 of Block 22 of Schimmer’s Addition to the City of Grand Island.



**The tax increment will be captured for the tax years the payments for which become delinquent in years 2014 through 2028 inclusive.**

**The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from development of a duplex housing unit at this location.**

**Statutory Pledge of Taxes.**

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2014.

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 October 9, 2007.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.**

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to acquire the necessary property and provide the necessary site work for the construction of a permitted use on this property.

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

***a. Land Acquisition:***

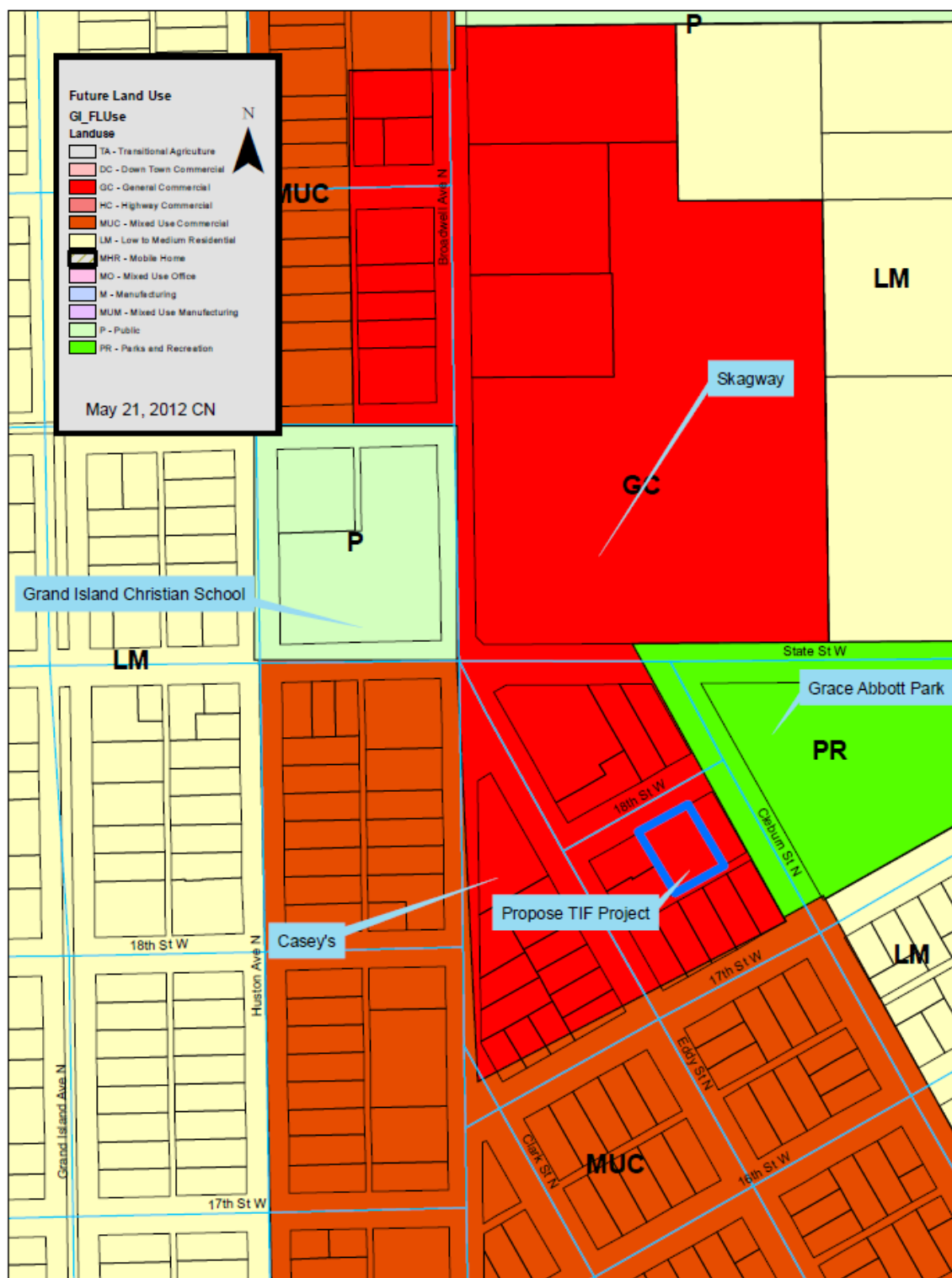
The Redevelopment Plan for Area #6 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority. The developer is proposing to acquire the property through private contract.

***b. Demolition and Removal of Structures:***

The project to be implemented with this plan does call for the demolition and removal of an existing substandard housing unit at this location. The structure to be demolished is a vacant substandard residential structure owned by the applicant.

***c. Future Land Use Plan***

See the attached map from the 2004 Grand Island Comprehensive Plan. The site is planned for commercial development. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



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

The area is zoned B2-Genereal Business zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

***e. Site Coverage and Intensity of Use***

The developer is proposing purchase the property. The B2 zoning district allow 1 dwelling unit per 1000 square feet of property the combined size of the two lots is slightly more than 13139 square feet; enough to legally accommodate a duplex housing unit. The property is zoned B2 and could accommodate a building of up to 100% of the property area. The proposed units including the attached garages will cover about 2,984 square feet, well within the allowable coverage. [§18-2103(b) and §18-2111]

***f. Additional Public Facilities or Utilities***

Sewer and water are available to support this development. New water and sewer services may be required for this building. Water is located on the north side of 18<sup>th</sup> Street and no services are present on the south side of the street for these lots.

No other utilities would be impacted by the development.

The developer will be responsible for replacing any sidewalks damaged during construction of the project.

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

**4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property, under contract by the developer is currently vacant and undeveloped, no relocation is needed. [§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]**

Baker Development Inc. does have a banking relationship with Home Federal Bank in Grand Island, Nebraska. Barry Sandstrom, Chair of the CRA is also President of Home Federal Bank. He will abstain from the votes on actions taken on this project.

**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 has a contract to purchase the property. The cost of property acquisition is included as a TIF eligible expense. Costs for acquisition, site preparation, utilities extensions, landscaping and concrete are \$38,250. These expenses are included as TIF eligible expenses. Fees and reimbursement to the City and the CRA of \$2750 are included as a TIF eligible expense. .

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 \$42,000 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, 2014 through December 2029.

***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, in

that it will allow for the utilization of and redevelopment of existing lots. This will not significantly impact traffic on at the Five Points intersection. New residential rental properties in this area raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

## **8. Time Frame for Development**

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between September 2012 and March of 2012. Excess valuation should be available for this project for 15 years beginning with the 2014 tax year.

## **9. Justification of Project**

This is a residential neighborhood characterized by single family dwellings on smaller lots. The City of Grand Island is in need of additional housing units and this development will result in 2 brand new housing units. This is infill development in an area with all city services available. This project does not propose to tear down any buildings.

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

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

The redevelopment project area currently has an estimated valuation of \$20,909. The proposed demolition and subsequent construction of a duplex at this location will result in an additional \$138,000 of taxable valuation based on an analysis by the Hall County Assessor's office. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be impacted by this development.

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

The proposed facility will provide jobs for persons employed with Baker Construction. It will have no impact on other firms locating or expanding in the area.

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

This project will not have a negative impact on other employers and will result in additional housing choices for employees within the city.

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

This project will increase the available quality housing in Grand Island by a net of 2 units. These types of smaller projects spread throughout the city will have a less drastic impact on neighborhoods and schools than a centralized larger housing project.

### **Time Frame for Development**

Development of this project is anticipated to be completed during between September 2012 and March of 2013. The base tax year should be calculated on the value of the property as of January 1, 2013. Excess valuation should be available for this project for 15 years beginning in 2014. 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 \$42,000. This is about \$3,000 less than the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the cost of acquisition, site preparation, expenses and fees reimbursed to the City and CRA, the developer will spend at least \$42,000 on TIF eligible activities.

### **See Attached Building Plans**

## REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2012, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“Authority”), and Baker Development, Inc., a Nebraska corporation (“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 to 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended (collectively the “Act”), has designated an area in the City as blighted and substandard; and

WHEREAS, City and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of a parcel in the blighted and substandard area;

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 18-2154, Reissue Revised Statutes of Nebraska, 2007, 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” means the holders of TIF indebtedness issued by the Authority from time to time outstanding.

“Liquidated Damages Amount” means the amounts to be repaid to Authority by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

“Project” means the improvements to the Redevelopment Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

“Project Cost Certification” means a statement prepared and signed by the Redeveloper verifying the Redeveloper has been legally obligated for the payment of Project Costs identified on Exhibit D

“Project Costs” means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103 (a) through (f), inclusive, of the Act as identified on Exhibit D.

“Redeveloper” means Baker Development, Inc., a Nebraska corporation.

“Redevelopment Area” means that certain real property situated in the City of Grand Island, Hall County, Nebraska, which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

“Redevelopment Contract” means this redevelopment contract between the Authority and Redeveloper with respect to the Project.

“Redevelopment Plan” means the Amended Redevelopment Plan for the Redevelopment Area related to the Project, prepared by the Authority and approved by the City pursuant to the Act.

“Resolution” means the Resolution of the Authority, as supplemented from time to time, approving this Redevelopment Contract and the issuance of the TIF Indebtedness.

“TIF Indebtedness” means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Authority pursuant to Article III hereof and secured in whole or in part by TIF Revenues.

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

## Section 1.02 Construction and Interpretation.

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

(a) Wherever 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 each 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

### REPRESENTATIONS

#### Section 2.01 Representations by Authority.

The Authority makes the following representations and findings:

(a) the Authority is a duly organized and validly existing Community Redevelopment Authority under the Act.

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

(c) The Authority deems 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 Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening conditions of blight and substandard in the Redevelopment Area.

(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 plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on Representations made by the Redeveloper:

(i) the Project would not be economically feasible without the use of tax-increment financing,

(ii) the Project would not occur in the Redevelopment Area without the use of tax-increment financing, and

(iii) 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 by the Authority and have been found to be in the long-term best interest of the community impacted by the Project.

(f) The Authority has determined that the proposed land uses and building requirements in the Redevelopment 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.

## Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska corporation, 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.

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein 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 Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Authority, as in any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper or its Members delivered to the Authority prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Authority.

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

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

(g) The Redeveloper is an accredited investor as that term is defined for purposes Regulation D, issued pursuant to the Securities Act of 1933, as amended.

### ARTICLE III

#### OBLIGATIONS OF THE AUTHORITY

##### Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on the following real property in the Project: to wit: the property shown on attached Exhibit A, 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 this section. The effective date of this provision shall be January 1, 2013.

(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 Area in excess of such amount (the "Incremental Ad Valorem Tax"), 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 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 Project shall be paid into the funds of the respective public bodies.

### Section 3.02 Issuance of TIF Indebtedness

Authority shall incur TIF Indebtedness in the form and principal amount and bearing interest and being subject to such terms and conditions as are specified on the attached exhibit C. No TIF Indebtedness will be issued until Redeveloper has (a) acquired fee title to the Redevelopment Area; (b) obtained financing commitments as described in Section 5.01; and (c) entered into a contract for construction of the Project. The Authority shall have no obligation to find a lender or investor to acquire the TIF Indebtedness, but rather shall issue the TIF Indebtedness to the Redeveloper upon payment of the principal amount thereof. The purchase price of the TIF Indebtedness may be offset against the Grant described in Section 3.04 hereof, in the sole discretion of the Authority.

The TIF Indebtedness issued pursuant to the provisions of this contract constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Redevelopment Area" The TIF Indebtedness shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. The TIF Indebtedness shall not constitute an obligation of the State of Nebraska or of the City or the Authority (except for such receipts as have been pledged pursuant to Section 3.03) and neither the State or Nebraska, the Authority nor the City 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 pursuant to Section 3.03). Neither the members of the Authority's governing body nor any person executing the TIF Indebtedness shall be liable personally on the TIF Indebtedness by reason of the issuance thereof. The Authority's obligation to the holder of the TIF Indebtedness shall terminate, in all events no later than 15 years from the effective date set forth in Section 3.01 hereof.

### Section 3.03 Pledge of TIF Revenues.

The Authority hereby pledges 100% of the annual TIF Revenues as security for the TIF Indebtedness.

### Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit C, the Authority shall grant the following sums to the following entities, to wit: 100% to the Redeveloper for Project Costs.

Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Project Costs certified pursuant to Section 4.02. The grants shall be paid to the Redeveloper upon certification that the Redeveloper has incurred or is obligated to incur such Project Costs which include supporting documentation requested by Authority and shall, if requested by Redeveloper, be made in one or more advances.

#### Section 3.05 Creation of Fund.

The Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 above.

### ARTICLE IV

#### OBLIGATIONS OF REDEVELOPER

##### Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all infrastructure, improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall 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. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

(b) Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required 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 and a penal bond as required by the Act. The City, the Authority and the Redeveloper shall be named as additional insured. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. 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 or the Redeveloper, as the case may be, shall furnish the Authority 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.

(c) Redeveloper shall pay, on execution hereof the sum of \$1,000.00 to the City of Grand Island for administrative expenses related to payment of the tax increment revenue.

#### Section 4.02 Cost Certification.

Redeveloper shall submit to Authority a certification of Project Costs, on or before the issuance of the TIF Indebtedness which shall contain detail and documentation showing the payment or obligation for payment of Project Costs specified on the attached Exhibit D in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

#### Section 4.03 Legal Costs.

Redeveloper shall pay the Authority the sum of \$1,250 for the costs incurred by the Authority associated with the issuance of the TIF Indebtedness. Redeveloper understands that the law firm assisting with the issuance of the TIF Indebtedness represents the Authority and not the Redeveloper.

#### Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness is outstanding, 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 Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the 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. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

#### Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation [over and above the valuation thereof as the same existed on January 1, 2012] of the Redevelopment Project Area of One Hundred Fifty Eight Thousand Dollars (\$158,000) no later than no later than January 1, 2013. During the period that any TIF Indebtedness is outstanding, neither the Redeveloper, nor its assigns, will (1) file a protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than the sum of: (a) One Hundred Fifty Eight Thousand Dollars (\$158,000) and (b) the valuation of the Redevelopment Project Area as the same existed on January 1, 2012; (2) convey the Redevelopment Area or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor (3) allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding. Redeveloper shall pay the real property ad valorem taxes for the project for the year 2027 prior to January 1, 2028.

#### Section 4.07 Assignment or Conveyance.

Any assignment or conveyance of the any portion of the Redevelopment, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof Area by the Redeveloper shall be subject to the terms and

conditions of this Redevelopment Contract.

#### Section 4.08 Purchase of TIF Indebtedness.

The Redeveloper shall purchase the TIF Indebtedness at 100% of the principal amount thereof upon issuance of such debt. The Authority may provide that such purchase be offset against the grant provided in Section 3.04 hereof.

#### Section 4.09 Penal Bond.

The Developer shall execute a penal bond for the Project with good and sufficient surety to be approved by the Authority meeting the requirements of Section 18-2151, Reissue Revised Statutes of Nebraska, as amended, on or prior to its execution of this Contract.

#### Section 4.10 Immigration Status.

The Redeveloper agrees that any contractor for the Project shall be required to agree to use a federal immigration verification system (as defined in §4-114, R.S. Supp. 2009) to determine the work eligibility status of new employees physically performing services on the Project and to comply with all applicable requirements of §4-114, R.S. Supp. 2009.

### ARTICLE V

#### FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

##### Section 5.01 Financing.

Redeveloper shall pay all Project Costs and any and all other costs related to the Redevelopment Area and the Project which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project which shall include such other fees and expenses imposed by the Authority.

### ARTICLE VI

#### DEFAULT, REMEDIES; INDEMNIFICATION

##### Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, 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. 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 on in breach of its obligations.

## Section 6.02 Additional Remedies of Authority

In the event that:

(a) the Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2013, or shall abandon construction work for any period of 90 days,

(b) the Redeveloper, on successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Area on any part thereof or payments in lieu of taxes pursuant to Section 4.07 when due; or

(c) There is, in violation of Section 4.08 of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused 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 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness, plus interest on such amounts as provided herein (the "Liquidated Damages Amount"). The Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority.

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Project.

### Section 6.03 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 6.02), 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 the default 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 6.04 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 Area for redevelopment, or the beginning and completion of construction of the 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 negligence, including, but not restricted to, acts of God, 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; 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 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.

### Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, as specifically set forth in Sections 3.02 and 3.04. The obligation of the City and Authority on any TIF Indebtedness shall be limited solely to the payment of the TIF Revenues on the TIF Indebtedness. Specifically, but without limitation, neither the City or Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the City and Authority from, agrees that neither the City or 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 Project.

The Redeveloper will indemnify and hold each of the City and Authority and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including 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 the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether on not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

## ARTICLE VII

### MISCELLANEOUS

#### Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded with the County Register of Deeds in which the Redevelopment Area is located.

#### Section 7.02 Governing Law.

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

#### Section 7.03 Binding Effect; Amendment.

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

#### Section 7.04 Third Party Enforcement,

The provisions of this Redevelopment Contract which obligate the Redeveloper shall inure to the benefit of the holder of the TIF Indebtedness, the Hall County Assessor, the City and the Authority, any of whom may, but are not obligated to enforce the terms of this Redevelopment Contract in a court of law.

IN WITNESS WHEREOF, City and Redeveloper have signed this 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

Baker Development, Inc.

By: \_\_\_\_\_  
President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, Chair 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 \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, President of Baker Development, Inc., on behalf of the  
corporation.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

Lots 2 and 3, Block 22, Schimmer's Addition to the City of Grand Island, Hall County, Nebraska.

A-I

## EXHIBIT B

### DESCRIPTION OF PROJECT

The acquisition of property located at 709 and 715 w 18th street and the subsequent site preparation work, utility and engineering, landscaping and parking improvements necessary for constructing a duplex at the site.

B- 1

EXHIBIT C  
TIF INDEBTEDNESS

1. Principal Amount: \$42,000.00 [annual payment amounts assumed are \$3,000.00]
2. Payments: Semi-annually or more frequent, with payments limited to annual incremental taxes revenues from the project.
3. Interest Rate: Zero percent (0.00%)
4. Maturity Date: On or before December 31, 2027.

C-1

## EXHIBIT D

### PROJECT COSTS

All Project Costs payable from the proceeds of TIF indebtedness pursuant to the Act including:

1. Redevelopment Area acquisition cost
2. Site demolition work and site preparation
3. Utility extensions, installation of gas, water, sewer and electrical lines and equipment
4. Underground and surface concrete, including parking.
5. Sidewalk rehabilitation

D-1

**Resolution Number 2012 - 06**

**HALL COUNTY REGIONAL PLANNING COMMISSION**

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF 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 that certain Redevelopment Plan to the Hall County Regional Planning Commission, (the “**Commission**”) a copy of which is attached hereto as Exhibit “A” 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 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.

**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:** \_\_\_\_\_ 2012.

**HALL COUNTY REGIONAL PLANNING COMMISSION**

ATTEST:

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Secretary

**EXHIBIT A**

**FORM OF REDEVELOPMENT PLAN**



# **Hall County Regional Planning Commission**

**Wednesday, July 11, 2012**

**Regular Meeting**

## **Item F2**

**Public Hearing - Adoption of Blight & Substandard Study Area 11**

**Staff Contact: Chad Nabity**

## Agenda Item 6

### PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

June 26, 2012

**SUBJECT:** *Blight Study (Proposed Area #11) C-22-2012GI*

**PROPOSAL:** Enclosed you will find a copy of a Substandard and Blight Study as prepared for Pridon LLC, by RDG Planning and Design. This study is for approximately 27 acres of property in north central Grand Island south of Capital Avenue between Broadwell and Wheeler encompassing the Veteran's Hospital. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration. Council has referred the attached study to the Planning Commission for its review and recommendation. If the Planning Commission does not make a recommendation within 30 days Council can proceed with a decision on the declaration without recommendation from Planning Commission.

### OVERVIEW

The Statutory authority and direction to the Planning Commission is referenced below to explain the Planning Commission purpose in reviewing the study:

#### **Section 18-2109**

*Redevelopment plan; preparation; requirements.*

An authority shall not prepare a redevelopment plan for a redevelopment project area unless the governing body of the city in which such area is located has, by resolution adopted after a public hearing with notice provided as specified in section 18-2115, declared such area to be a substandard and blighted area in need of redevelopment. The governing body of the city shall submit the question of whether an area is substandard and blighted to the planning commission or board of the city for its review and recommendation prior to making its declaration. The planning commission or board shall submit its written recommendations within thirty days after receipt of the request. Upon receipt of the recommendations or after thirty days if no recommendation is received, the governing body may make its declaration.

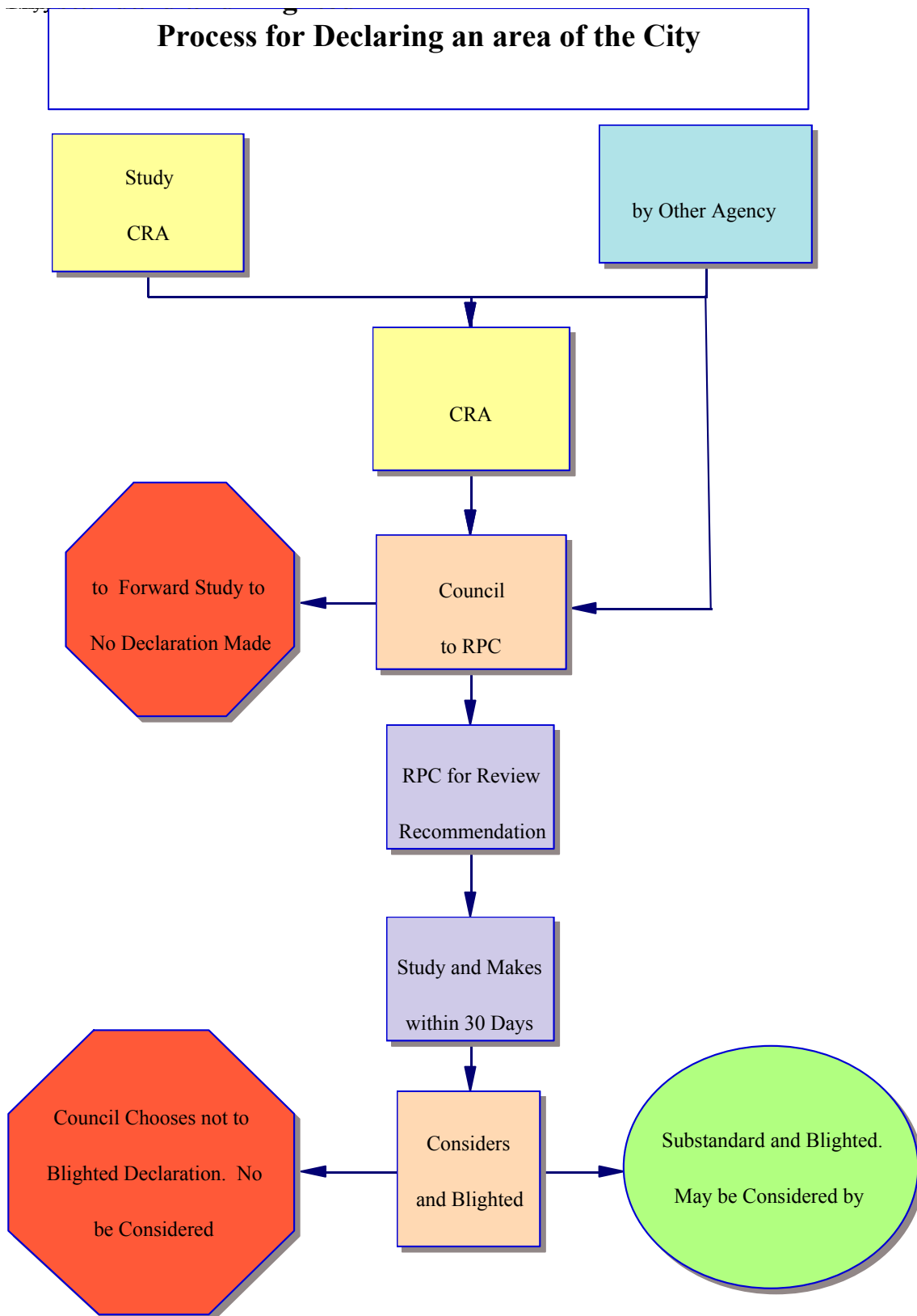
~Reissue Revised Statutes of Nebraska

A flow chart of the blight declaration process is shown in Figure 2.

At this time, the Planning Commission and Council are only concerned with determining if the property is blighted and substandard. Figure 3 is an overview of the differences between the blight and substandard declaration and the redevelopment plan. If a declaration as blighted and substandard is made by Council then the Community Redevelopment Authority (CRA) can consider appropriate redevelopment plans. The redevelopment plans must also be reviewed by the Planning Commission and approved by Council prior to final approval.



**Figure 1 Redevelopment Area 10 includes all properties within the outline.**



**Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).**

# Substandard and Blighted Declaration vs. Redevelopment Plan



- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• <b>Substandard and Blighted Declaration</b></li><li>• A Study of the Existing Conditions of the Property in Question</li><li>• Does the property meet one or more Statutory Conditions of Blight?</li><li>• Does the Property meet one or more Statutory Conditions of Substandard Property?</li><li>• Is the declaration in the best interest of the City?</li></ul> | <ul style="list-style-type: none"><li>• <b>Redevelopment Plan</b></li><li>• What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?</li><li>• How should those activities and improvements be paid for?</li><li>• Will those activities and improvements further the implementation of the general plan for the City?</li></ul> |
|---|--|

Figure 3 Blight and Substandard Declaration compared to a Redevelopment Plan

## OVERVIEW Continued

It is appropriate for the planning commission in conducting its review and considering its recommendation regarding the substandard and blighted designation to:

1. review the study,
2. take testimony from interested parties,
3. make findings of fact, and
4. include those findings of fact as part of its recommendation to Council.

### Blighted and Substandard Defined

The terms blighted and substandard have very specific meanings within the context of the Community Redevelopment Statutes. Those terms as defined by Statute are included below:

#### Section 18-2103

*Terms, defined.*

For purposes of the Community Development Law, unless the context otherwise requires:

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

(11) **Blighted area** shall mean an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

~Reissue Revised Statutes of Nebraska

## ANALYSIS

The following summaries are copied directly from the Study. The analysis of the substandard and blighted factors is summarized in tables 1, 2 and 3 of the study. These tables and the study conclusion have been included with below and provide a basis for approving the blighted and substandard designation.

**Table 1: Objective Criteria for Blight Determination**

1. Unemployment	No
2. Age of Units	Yes
3. Per Capita Income	Yes
4. Population	Yes
5. Unimproved Land	No

**Table 2: Age of Structures in Block Group 1, Tract 3, Hall County, NE**

Total Structures	281
Built Prior to 1970	194
Percent Built Prior to 1970	69.0%

*Source: U.S. Census Bureau, 2000, 2010*

**Table 3: Subjective Criteria for Blight Determination**

1. Presence of a substantial number of deteriorated or deteriorating structures	No
2. The existence of defective or inadequate street layout	No
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness	Yes
4. Insanitary or unsafe conditions	Yes
5. Deterioration of site or other improvements	Yes
6. Diversity of ownership	No
7. Tax or special delinquency exceeding the fair value of the land	No
8. Defective or unusual conditions of title	Unknown
9. Improper subdivision or obsolete platting	Unknown
10. The existence of conditions which endanger life or property by fire and other causes	Yes
11. Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present conditions and use	Yes

## Conclusions

This study substantiates the presence of at least one of the objective criteria and one of the subjective criteria for designation as a blighted area set forth by Section 18-2103 of Nebraska Revised Statutes. Thus, the designated area is hereby determined to be eligible for a declaration of 'blighted and substandard', pursuant to the requirements of Section 18-2103 of Nebraska Revised Statutes.

## RECOMMENDATION:

Planning Commission staff is recommending consideration of the following questions as a starting point in the analysis of this Study and in making a recommendation on the question of whether the property in question is blighted and substandard.

### Recommend Questions for Planning Commission

- Does this property meet the statutory requirements to be considered blighted and substandard? (See Page 5 for requirements)
- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?

Findings of fact must be based on the study and testimony presented including all written material and staff reports. The recommendation must be based on the declaration, not based on any proposed uses of the site.

If the Regional Planning Commission concludes that the area in question meets the definition of blighted and substandard and supports such conclusion with findings of fact they should move to recommend **approval** of the declaration as blighted and substandard based on the facts presented and identified at this meeting.

**BLIGHT AND SUBSTANDARD AREA #11 DESIGNATION**

**For the Veterans Affairs CBOC site in Grand Island**

**City of Grand Island, Nebraska**

**Prepared by  
RDG Planning & Design  
Omaha, Nebraska**

**June, 2012**

This study considers the presence of blighted or substandard conditions in the study area located in the City of Grand Island, pursuant to the requirements of Section 18-2103 of the Nebraska Revised Statutes.

#### GEOGRAPHY OF THE SITE

Beginning at the southeasterly corner of the intersection of Capital Avenue and Broadwell Avenues, thence, in an easterly direction, following the southerly line of Capital Avenue, a distance of 434.5 feet, more or less, to the southwesterly corner of the intersection of Capital Avenue and Wheeler Avenue; thence, in a southeasterly direction, following the southwesterly line of Wheeler Avenue, a distance of 965.76 feet to a point; thence, West, a distance of 124.0 feet to a point; thence, South a distance of 268.0 feet to a point; thence, in a southeasterly direction following the southwesterly line of Wheeler Avenue, a distance of 377.0 feet to a point; thence, in a northerly direction, following the westerly line of Broadwell avenue, a distance of 1460 feet, more or less, to the point of beginning, containing approximately 27 acres.

All in the City of Grand Island, County of Hall, State of Nebraska.

Figure 1 depicts the location of the site and supersedes the above description.

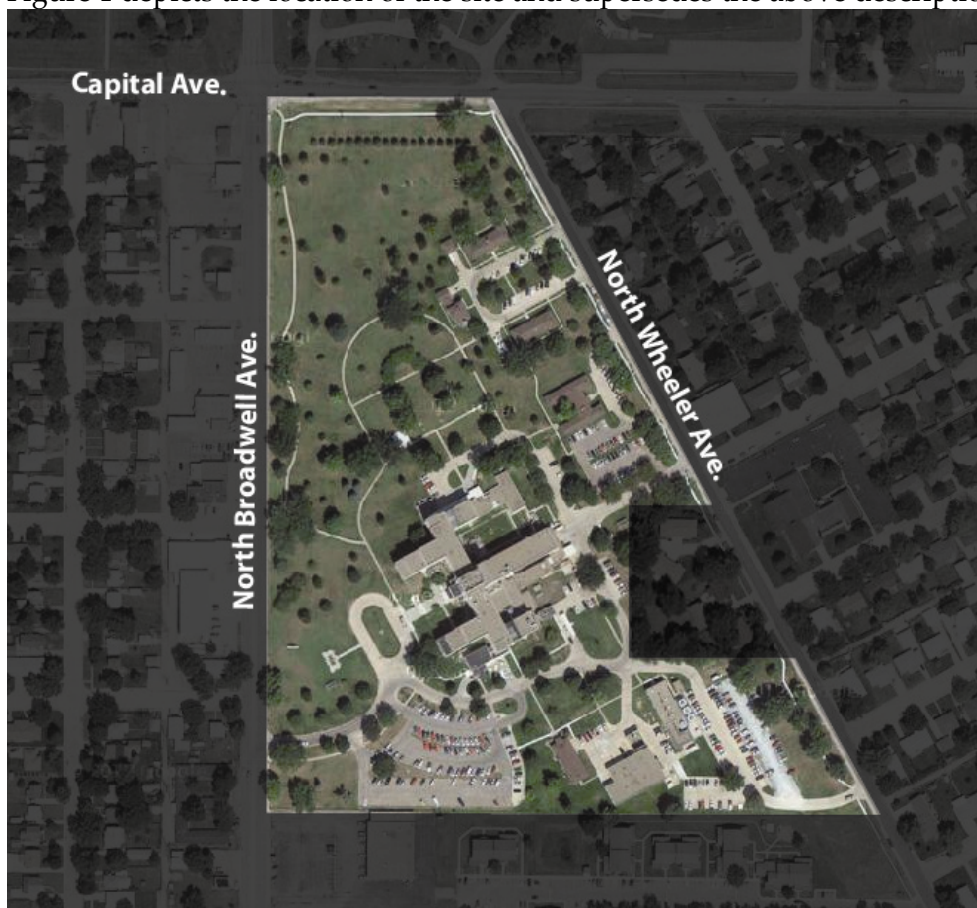


Figure 1: Study area for Veterans Affairs CBOC Site Blight Study.

## DESIGNATION OF BLIGHT

In order to qualify as a blighted and substandard area in accordance with the requirements of Section 18-2103, a parcel or district must comply with certain objective and subjective evaluative criteria, set forth by state statute.

### Objective Criteria

In order to qualify as “blighted,” a site must meet at least one of five objective, or numerical, criteria. These criteria include:

1. *Unemployment.* The qualifying criterion is an unemployment rate in the designated area that is at least 120% of the state or national average. 2000 Census block group data is the most recent decennial census data available to determine the site’s performance with respect to unemployment.

More recent data is provided by the ongoing American Community Survey (ACS), which generates community data from smaller, more frequent samples on an array of topics. Along with 2000 Census data, 2006-2010 “5-year estimates” from the ACS were used to determine whether the site met this criterion.

2. *Average age of residential or commercial units in the area.* The qualifying criterion is that structures in the proposed blighted area have an average age of at least 40 years.
3. *Per capita income.* The qualifying criterion is a per capita income figure for the area that is lower than the average per capita income of the municipality in which the area is located. Block group data from the 2010 Census is the most recent census data utilized to assess this condition. Five-year estimates, (2006-2010) from the ACS also assisted in accurately assessing this criteria.
4. *Population.* The qualifying criterion is that the area has had either a stable or decreasing population based on the last two decennial censuses. Census block group level data from 2000 and 2010 were examined to determine the presence of this condition.
5. *Unimproved land.* This criterion applies to blight designation of predominately vacant areas. Such an area qualifies as “blighted” if more than half of the plotted and subdivided property in the area has been within the city for 40 years and has remained unimproved during that time.

### **Subjective Criteria**

In addition to meeting at least one of the objective requirements described above, a potentially blighted area must exhibit the presence of at least one of several subjective criteria. These subjective evaluative criteria include:

1. *Presence of a substantial number of deteriorated or deteriorating structures.*
2. *The existence of defective or inadequate street layout.*
3. *Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.*
4. *Insanitary or unsafe conditions.*
5. *Deterioration of site or other improvements.*
6. *Diversity of ownership.*
7. *Tax or special delinquency exceeding the fair value of the land.*
8. *Defective or unusual conditions of title.*
9. *Improper subdivision or obsolete platting.*
10. *The existence of conditions which endanger life or property by fire and other causes.*
11. *Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present conditions and use.*

### **Documentation of Qualifying Conditions, Objective Criteria**

The data used to evaluate the redevelopment site's blight status is primarily derived from the U.S. Bureau of the Census. To expedite the Census data collection process and provide more fine-grained information, the Census Bureau divides counties and places into several enumeration levels. These include tracts, which are subdivided into block groups and finally into individual blocks. Because the study area includes portions of a block group, examining data at the block level would provide the most accurate evaluation. However, in order to preserve the privacy of individuals, the Census Bureau does not report all types of data at the block level.

Additionally, some data from the 2010 Census is not yet available at the block group level. Some tract data is also not provided by the 2010 Census, such as "per-capita income" because

the blight study area is unable to meet the population threshold for data accuracy. Five-year estimates, (2006-2010) from the American Community Survey are used as a result, providing the most accurate picture in assessing blight designation. Therefore, the population evaluation utilizes 2010 Census block data, while the other objective criteria are evaluated using a combination of 2010, and 2000 Census data, along with 5-year estimates from the American Community Survey.

Analysis of US Census and American Community Survey data indicates that the Veterans Affairs CBOC site meets the statutory requirements for the first level of evaluation for the presence of blighting condition, as required by Section 18-2103 (11). Table 1 illustrates the study area's performance with respect to each of the objective criteria. The area currently meets Objective Criteria 2, 3, and 4, and does not meet Criteria 1 and 5.

<b>Table 1: Objective Criteria for Blight Determination</b>	
1. Unemployment	No
2. Age of Units	Yes
3. Per Capita Income	Yes
4. Population	Yes
5. Unimproved Land	No

*1. Unemployment.* The study area does not meet this criterion. Unemployment data for the 2010 census is not yet available at the block group, or county level. American Community Survey 5-year estimates, (2006-2010) reflect a 4.9% unemployment rate for the study area and 5.1% for Nebraska.

*2. Age of Units.* The redevelopment site meets the criterion concerning the average age of residential structures.

Census 2000 data indicates that of the 284 structures in the Block Group, 197 of them were built before 1970. This data also indicated that no structures had been built in the Block Group since 1990, indicating that the area is fully built out. This means that in 2010, 69.4% of the structures would be over 40 years old, satisfying the 'age of units' criterion.

At the time of this writing, only the count of structures was available for the 2010 Census, indicating 281 structures within the block group. Even assuming that the 3 "lost" structures represented the three oldest within the block group, the area still more than meets the requirement for this criterion.

<b>Table 2: Age of Structures in Block Group 1, Tract 3, Hall County, NE</b>	
Total Structures	281
Built Prior to 1970	194
Percent Built Prior to 1970	69.0%

*Source: U.S. Census Bureau, 2000, 2010*

3. *Per Capita Income.* The project area meets the criterion regarding relative per capita income within the study area.

The average 2010 per capita income in the Census tract containing the study area was \$16,764. This is significantly lower than that of Grand Island as a whole, which was \$21,220. These figures are from the 2006-2010 5-year estimates generated by the American Community Survey, which provide the most current data for the study area.

4. *Population.* Based on a comparison of 2000 and 2010 block group data, the census block group which includes the study area experienced a population decrease from 849 in 2000, to 755 in 2010. This represents an 11% decline in population, satisfying this objective criteria.

5. *Unimproved Land.* Although a significant portion of the land within the study area remains unbuilt, it has significant site improvements including grading, landscaping, and an automatic sprinkler system. The site does not meet the unimproved land criterion.

### Documentation of Qualifying Conditions, Subjective Criteria

Because the area meets at least one of the objective criteria, it was further examined for the presence of subjective qualifying criteria. Analysis of these criteria indicates that the study area meets at least one criterion, which is the statutory requirements for the presence of blighting condition, as required by Section 18-2103 (11). Table 3 presents the performance of the study area relative to the subjective criteria.

Table 3: Subjective Criteria for Blight Determination	
1. Presence of a substantial number of deteriorated or deteriorating structures	No
2. The existence of defective or inadequate street layout	No
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness	Yes
4. Insanitary or unsafe conditions	Yes
5. Deterioration of site or other improvements	Yes
6. Diversity of ownership	No
7. Tax or special delinquency exceeding the fair value of the land	No
8. Defective or unusual conditions of title	Unknown
9. Improper subdivision or obsolete platting	Unknown
10. The existence of conditions which endanger life or property by fire and other causes	Yes
11. Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present conditions and use	Yes

The specific results of this analysis are as follows:

1. *A substantial number of deteriorated or deteriorating structures*

No. Based on visual observation all structures within the study area appear to be maintained in good condition. The age of the structures have resulted in some maintenance and safety issues in the past, including the collapse of a roof.

2. *The existence of defective or inadequate street layout*

No. The study area is bounded on three sides by well-maintained city streets of various sizes and traffic capacities.

3. *Faulty lot layout in relation to size adequacy, accessibility, or usefulness*

Yes. While the few lots within the study area are adequate for potential development, they may need further subdivision to accommodate a wider range of development options.

4. *Insanitary or unsafe conditions*

Yes. Some of the areas along the southeastern boundaries of the site are being used for unsecured and unscreened storage of material and equipment. Standing water in areas of site creates habitat opportunity for nuisance animals and disease carrying insects.



Figures 2, 3: Unscreened storage of equipment and materials and standing water on site.

5. *Deterioration of site or other improvements*

Yes. Relatively recent drainage improvements appear to be defective in their purpose. Also, parking surfaces and curbs in the southern area of the site appear be degrading.



Figures 4, 5: Evidence of failing drainage improvements in the southeastern area of the study area.



Figures 6, 7: Degrading conditions in parking surfaces and curbs

6. *Diversity of ownership*

No. The study area is held under the single ownership of the United States Government.

7. *Tax or special delinquency exceeding the fair value of the land*

No. The entirety of the study area is held by the federal government and is exempt from local and state taxation.

8. *Defective or unusual conditions of title*

Unknown. Evaluation of this criterion requires detailed title analysis of individual properties.

9. *Improper subdivision or obsolete platting*

Unknown. Evaluation of this criterion requires detailed title analysis of individual properties.

10. *The existence of conditions which endanger life or property by fire and other causes*

Yes. According to maps from the Federal Emergency Management Agency, the northwest corner and entire northern site boundary lay within the 500 year flood plain. This suggests an ongoing threat to property from water inundation and damage for structures not elevated out of the floodplain. This condition also creates drainage problems with standing water.

*11. Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use.*

Yes. Few structures within the study area pose environmental, economic, and potential sanitary threats in their present condition. However, environmentally, the combination of degraded areas and elements within the site, and the unscreened storage of vehicles, equipment and materials, create areas that serve to diminish the quality of the surrounding areas. Without redevelopment or rehabilitation, this site will likely continue to exert – at best – a net neutral effect on the vitality and development of Grand Island.

### **Substandard Declaration**

The above findings, including the platting deficiencies, lack of streets, and storage of deteriorated materials demonstrate the existence of conditions which endanger life or property by fire and other causes and create conditions that are detrimental to the public health, safety, morals or welfare.

### **Conclusions**

This study substantiates the presence of at least one of the objective criteria and one of the subjective criteria for designation as a blighted area set forth by Section 18-2103 of Nebraska Revised Statutes. Thus, the designated area is hereby determined to be eligible for a declaration of 'blighted and substandard', pursuant to the requirements of Section 18-2103 of Nebraska Revised Statutes.



# **Hall County Regional Planning Commission**

**Wednesday, July 11, 2012**

**Regular Meeting**

## **Item F3**

**Public Hearing - Adoption of Blight & Substandard Study Area 10**

**Staff Contact: Chad Nabity**

## Agenda Item 5

### PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

June 26, 2012

**SUBJECT:** *Blight Study (Proposed Area #10) C-21-2012GI*

**PROPOSAL:** Enclosed you will find a copy of a Substandard and Blight Study as prepared for Larry Fowle by Marvin Planning Consultants. This study is for approximately 7 acres of property in south central Grand Island, east of Locust Street and south of Bismark Road. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration. Council has referred the attached study to the Planning Commission for its review and recommendation. If the Planning Commission does not make a recommendation within 30 days Council can proceed with a decision on the declaration without recommendation from Planning Commission.

### OVERVIEW

The Statutory authority and direction to the Planning Commission is referenced below to explain the Planning Commission purpose in reviewing the study:

#### **Section 18-2109**

*Redevelopment plan; preparation; requirements.*

An authority shall not prepare a redevelopment plan for a redevelopment project area unless the governing body of the city in which such area is located has, by resolution adopted after a public hearing with notice provided as specified in section 18-2115, declared such area to be a substandard and blighted area in need of redevelopment. The governing body of the city shall submit the question of whether an area is substandard and blighted to the planning commission or board of the city for its review and recommendation prior to making its declaration. The planning commission or board shall submit its written recommendations within thirty days after receipt of the request. Upon receipt of the recommendations or after thirty days if no recommendation is received, the governing body may make its declaration.

~Reissue Revised Statutes of Nebraska

A flow chart of the blight declaration process is shown in Figure 2.

At this time, the Planning Commission and Council are only concerned with determining if the property is blighted and substandard. Figure 3 is an overview of the differences between the blight and substandard declaration and the redevelopment plan. If a declaration as blighted and substandard is made by Council then the Community Redevelopment Authority (CRA) can consider appropriate redevelopment plans. The redevelopment plans must also be reviewed by the Planning Commission and approved by Council prior to final approval.

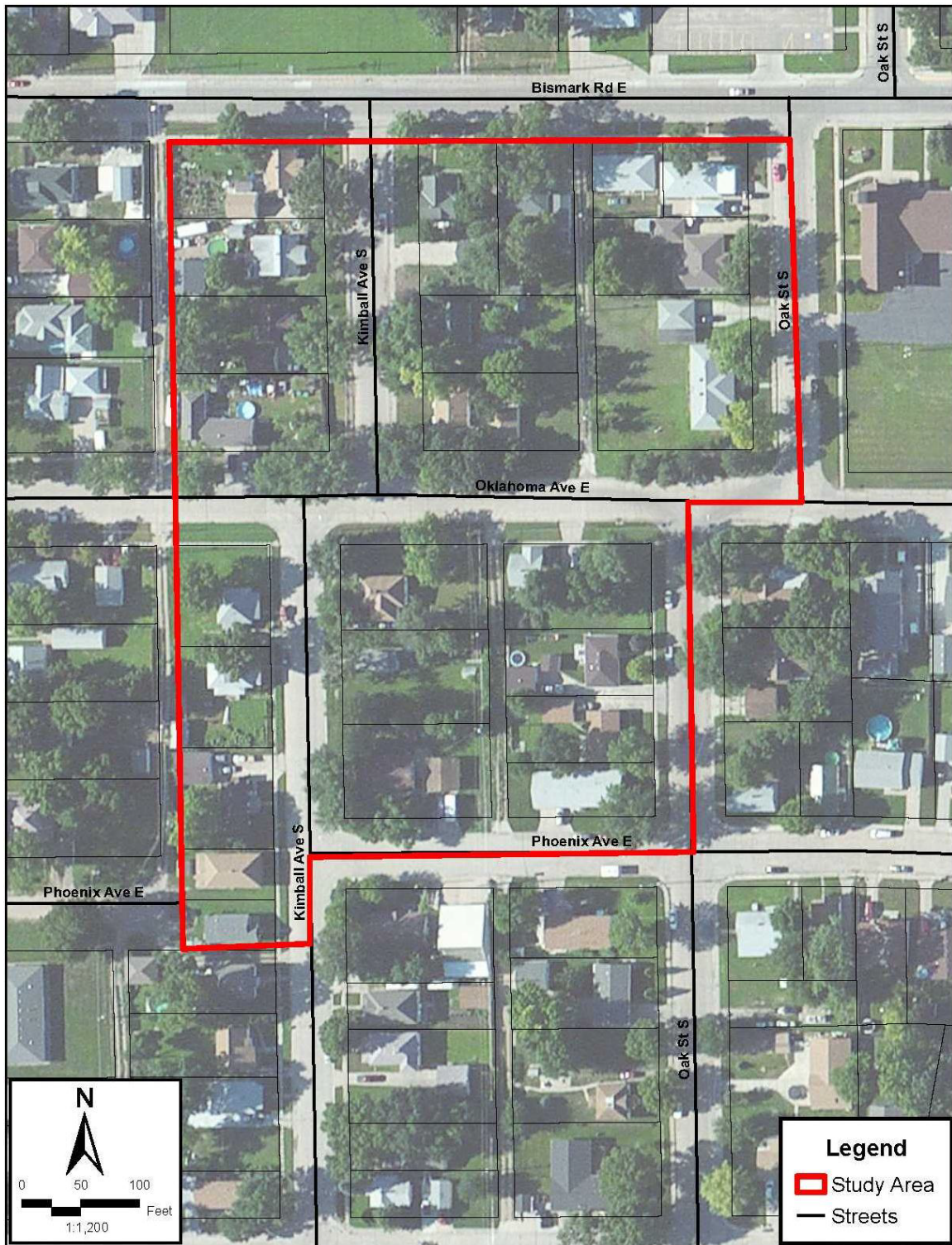
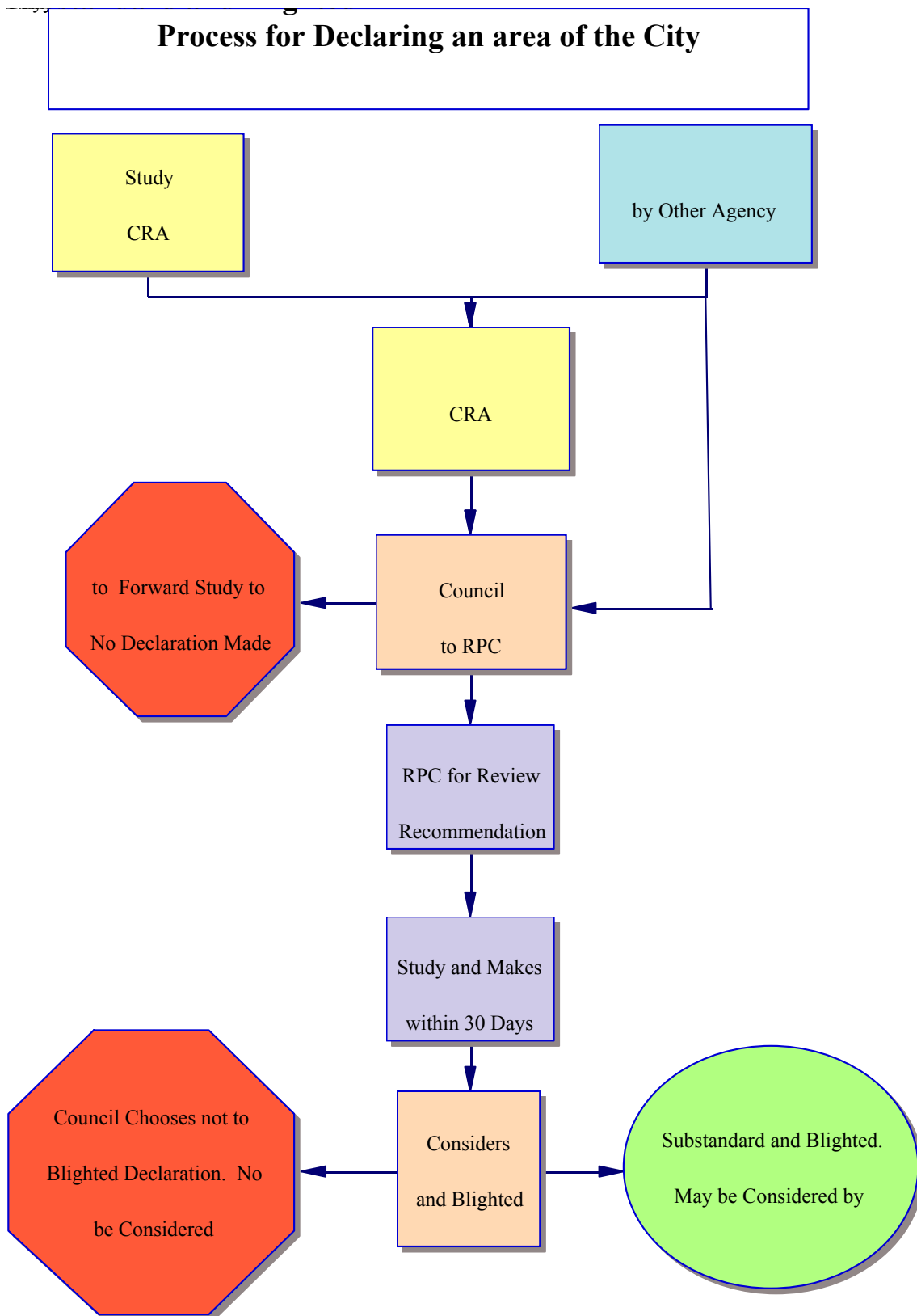


Figure 1 Redevelopment Area 10 includes all properties within the red outline.



**Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).**

# Substandard and Blighted Declaration vs. Redevelopment Plan



- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>● <b>Substandard and Blighted Declaration</b></li><li>● A Study of the Existing Conditions of the Property in Question</li><li>● Does the property meet one or more Statutory Conditions of Blight?</li><li>● Does the Property meet one or more Statutory Conditions of Substandard Property?</li><li>● Is the declaration in the best interest of the City?</li></ul> | <ul style="list-style-type: none"><li>● <b>Redevelopment Plan</b></li><li>● What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?</li><li>● How should those activities and improvements be paid for?</li><li>● Will those activities and improvements further the implementation of the general plan for the City?</li></ul> |
|---|--|

Figure 3 Blight and Substandard Declaration compared to a Redevelopment Plan

## OVERVIEW Continued

It is appropriate for the planning commission in conducting its review and considering its recommendation regarding the substandard and blighted designation to:

1. review the study,
2. take testimony from interested parties,
3. make findings of fact, and
4. include those findings of fact as part of its recommendation to Council.

### Blighted and Substandard Defined

The terms blighted and substandard have very specific meanings within the context of the Community Redevelopment Statutes. Those terms as defined by Statute are included below:

#### Section 18-2103

*Terms, defined.*

For purposes of the Community Development Law, unless the context otherwise requires:

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

(11) **Blighted area** shall mean an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

~Reissue Revised Statutes of Nebraska

## ANALYSIS

The following summaries are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 14 and 15 of the study. The summaries provide a basis for approving the blighted and substandard designation.

### Blighting Summary

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

- Substantial number of deteriorating structures
  - 50.0% of the structures identified within the Study Area, were deemed to be in a state of deterioration or dilapidation
- Deterioration of site or other improvements
  - A large amount of sidewalk either in a deteriorated state or missing from properties.
  - There is a significant amount of lineal feet of streets that are deteriorating or dilapidated.
  - Deteriorating curb and gutter does and/or will continue to become worse in condition and ultimately will begin to negatively impact drainage in the study area.
- Average age of structures is over 40 years of age
  - Within the Study Area 94.7% of the structures meet the criteria of 40 years of age or older.

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

- Defective/Inadequate street layouts,
- Faulty lot layout,
- Insanitary or unsafe conditions,
- Defective or unusual condition of title,
- Economic or social liability detrimental to health, safety and welfare,
- Conditions provision of housing accommodations,
- One-half of unimproved property is over 40 years old,
- Tax or special assessment exceeding the fair value of the land,
- Diversity of ownership.
- Improper Subdivision or obsolete platting
- Existence of conditions which endanger life or property by fire and other causes,
- The area has had either a stable or decreasing population based upon the last two decennial censuses,
- Unemployment in the designated area is at least one hundred twenty percent of the state or national average,
- Combination of such factors, substantially impairs or arrests the sound growth of the community, and
- Per capita income of the area is lower than the average per capita income of the city

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

### Substandard Conditions

#### **Average age of the residential or commercial units in the area is at least forty years**

Besides structural conditions of the buildings in the Study Area, age of these structures is another contributing factor to the substandard conditions in the area. Statutes allow for a predominance of structures that are 40 years of age or older to be a contributing factor regardless of their condition.

Within the study area there is a total of 38 structures. After researching structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (5.3%) structures were determined to be less than 40 years of age
- 36 (94.7%) structures were determined to be 40 years of age or older

Overall, 94.7% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. See Figure 3 for the locations of the structures.

Due to the age of the structures in the corporate limits, age of structures would be a direct contributing factor.

### **Substandard Summary**

Nebraska State Statute requires that at least one of five substandard factors be present in a community. This Study Area in Grand Island has one of the five. The other criteria for Substandard were not present or the data was not readily accessible in the area, these included:

- Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- the per capita income of the area is lower than the average per capita income of the city or in which the area is designated
- The area has had either stable or decreasing population based on the last two decennial censuses.

### **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #10**

Blight Study Area #10 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions**

- Substantial number of deteriorating structures
- Deterioration of site or other improvements
- Average age of structures is over 40 years of age

#### **Substandard Conditions**

- Average age of the residential or commercial units in the area is at least forty years

### **CONCLUSION**

Based upon the issues and conditions indicated from the survey of this area, there is sufficient criteria present to declare Area #10 of Grand Island as Blighted and Substandard as provided for in the Nebraska Revised Statutes. The conditions found throughout the entire area constitute a designation of blighted and substandard. The eventual use of Tax Increment Financing or other incentive programs would be of great benefit to the entire area.

### **RECOMMENDATION:**

Planning Commission staff is recommending consideration of the following questions as a starting point in the analysis of this Study and in making a recommendation on the question of whether the property in question is blighted and substandard.

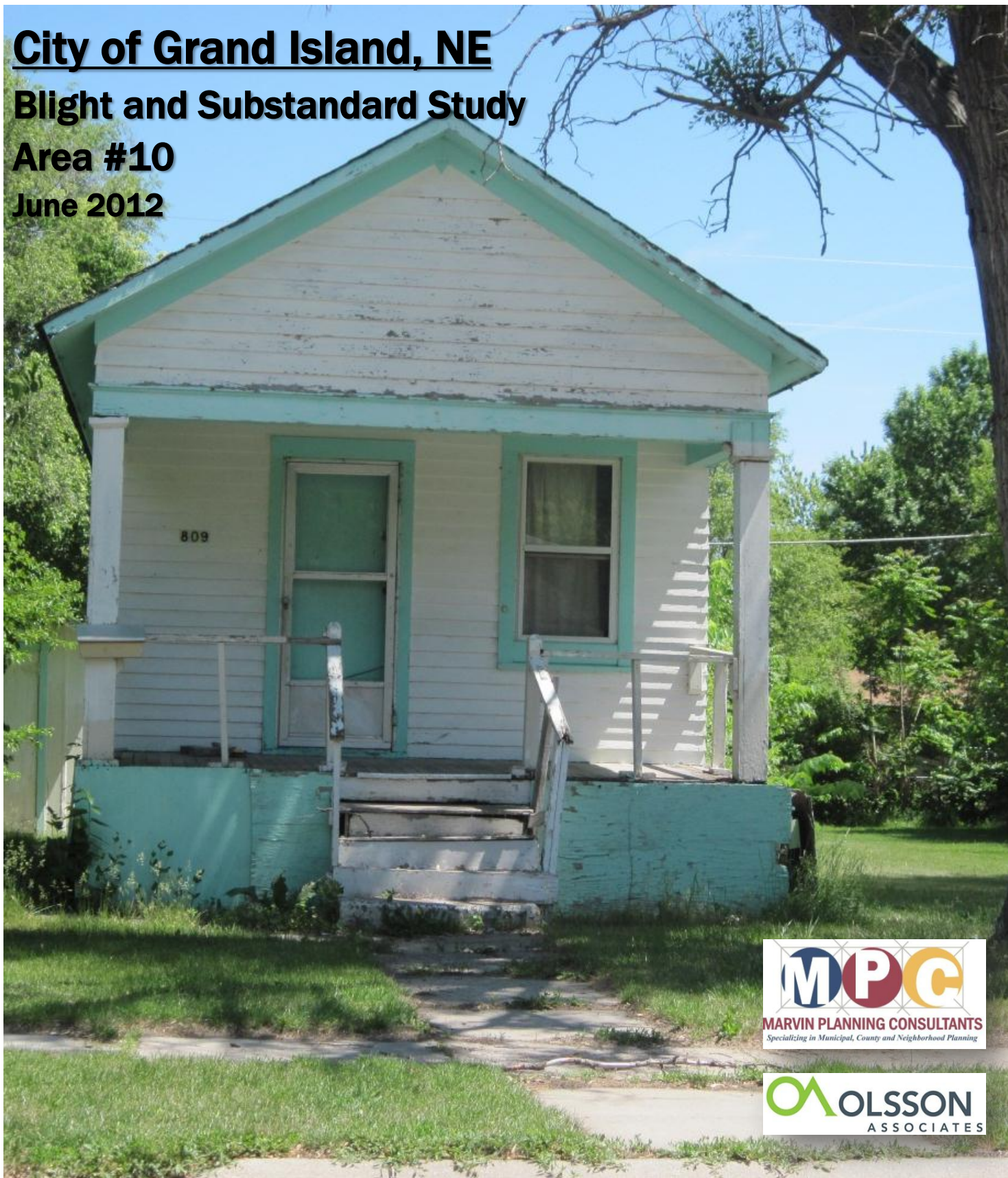
#### **Recommend Questions for Planning Commission**

- Does this property meet the statutory requirements to be considered blighted and substandard? (See Page 5 for requirements)
- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?

Findings of fact must be based on the study and testimony presented including all written material and staff reports. The recommendation must be based on the declaration, not based on any proposed uses of the site.

If the Regional Planning Commission concludes that the area in question meets the definition of blighted and substandard and supports such conclusion with findings of fact they should move to recommend **approval** of the declaration as blighted and substandard based on the facts presented and identified at this meeting.

**City of Grand Island, NE**  
**Blight and Substandard Study**  
**Area #10**  
**June 2012**



## **PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY**

The purpose of completing this Blight and Substandard study is to examine existing conditions within the city of Grand Island. This study has been commissioned by an individual property owner within the community with the hope that the City will consider the study area for future redevelopment activity. The area is a meandering boundary; the area is also bounded on two sides by properties that have been declared as blighted and substandard in the past.

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

*"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements".*

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

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

Blight and Substandard are defined as the following:

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

*"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty*

*percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"*

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction. Through this process, the City and property owner will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

### **BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY**

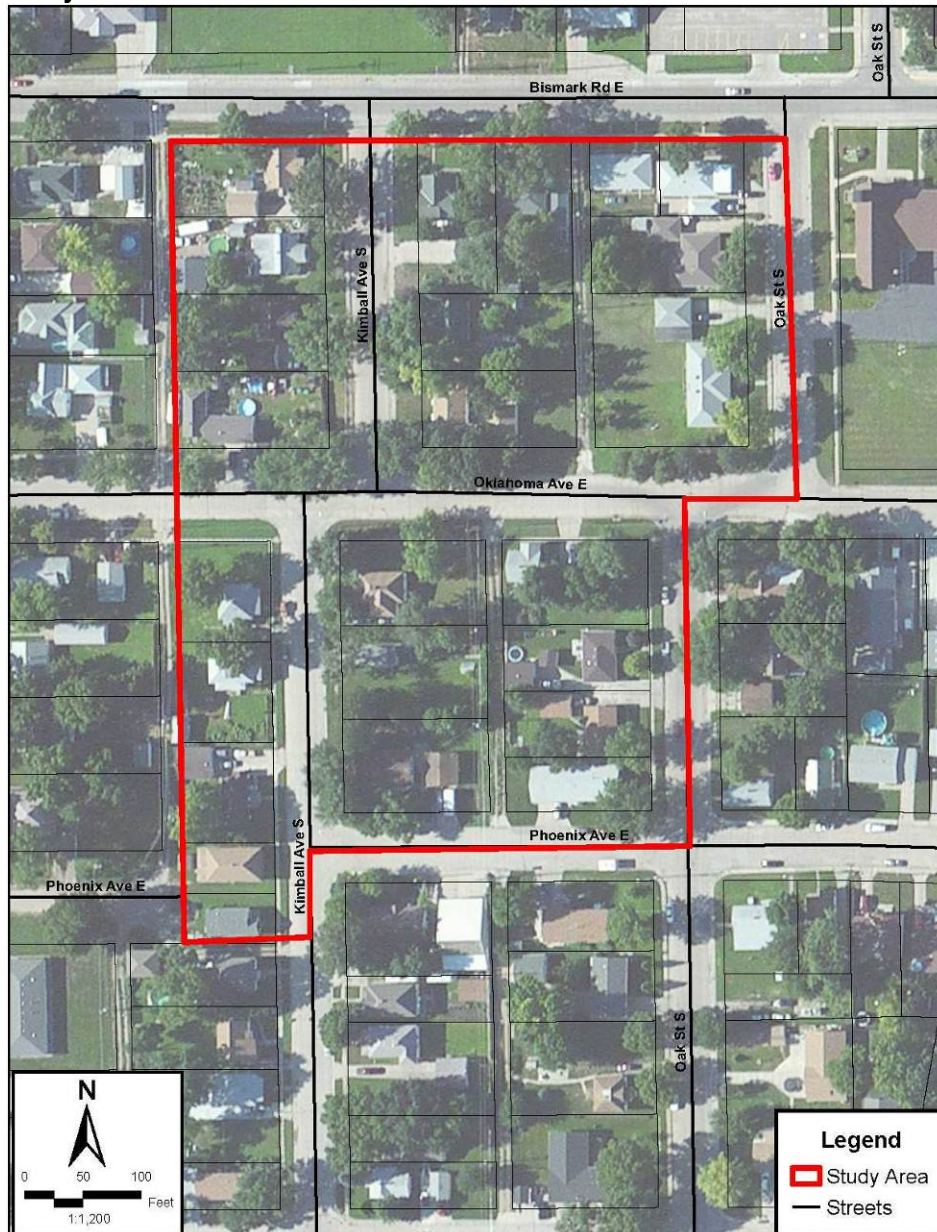
This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include residential dwelling units both single-family and multi-family.

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

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

#### **Study Area**

POINT OF BEGINNING IS THE NORTHWEST CORNER OF LOT 1, BLOCK 3, SOUTH GRAND ISLAND; THENCE EASTERLY ALONG THE NORTH PROPERTY LINE OF LOT 1, BLOCK 3, SOUTH GRAND ISLAND AND CONTINUING EASTERLY ALONG THE NORTHERN PROPERTY LINES UNTIL INTERSECTING THE CENTERLINE OF OAK STREET S; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE INTERSECTION OF THE CENTERLINES OF OAK STREET S AND OKLAHOMA AVENUE E; THENCE WESTERLY ALONG SAID CENTERLINE OF OKLAHOMA AVENUE E TO THE SOUTHERN INTERSECTION THE CENTERLINES OF OKLAHOMA AVENUE E AND OAK STREET S; THENCE SOUTHERLY ALONG SAID CENTERLINE OF OAK STREET S TO THE INTERSECTION OF CENTERLINES FOR OAK STREET S AND PHOENIX AVENUE E; THENCE WESTERLY ALONG SAID CENTERLINE OF PHOENIX AVENUE E TO THE INTERSECTION OF THE CENTERLINES OF PHOENIX AVENUE E AND KIMBALL AVENUE S; THENCE SOUTHERLY ALONG SAID CENTERLINE OF KIMBALL AVENUE S TO THE EXTENDED SOUTH PROPERTY LINE OF LOT 55 IN HAWTHORNE ADDITION; THENCE WESTERLY ALONG SAID EXTENDED SOUTH PROPERTY LINE TO THE SOUTHWEST CORNER OF SAID LOT 55 IN HAWTHORNE ADDITION; THENCE NORTHERLY ALONG THE WEST PROPERTY LINE OF LOT 55 IN HAWTHORNE ADDITION AND EXTENDING NORTHERLY TO THE POINT OF BEGINNING.

**Figure 1**  
**Study****Area****Map**

Source: City of Grand Island

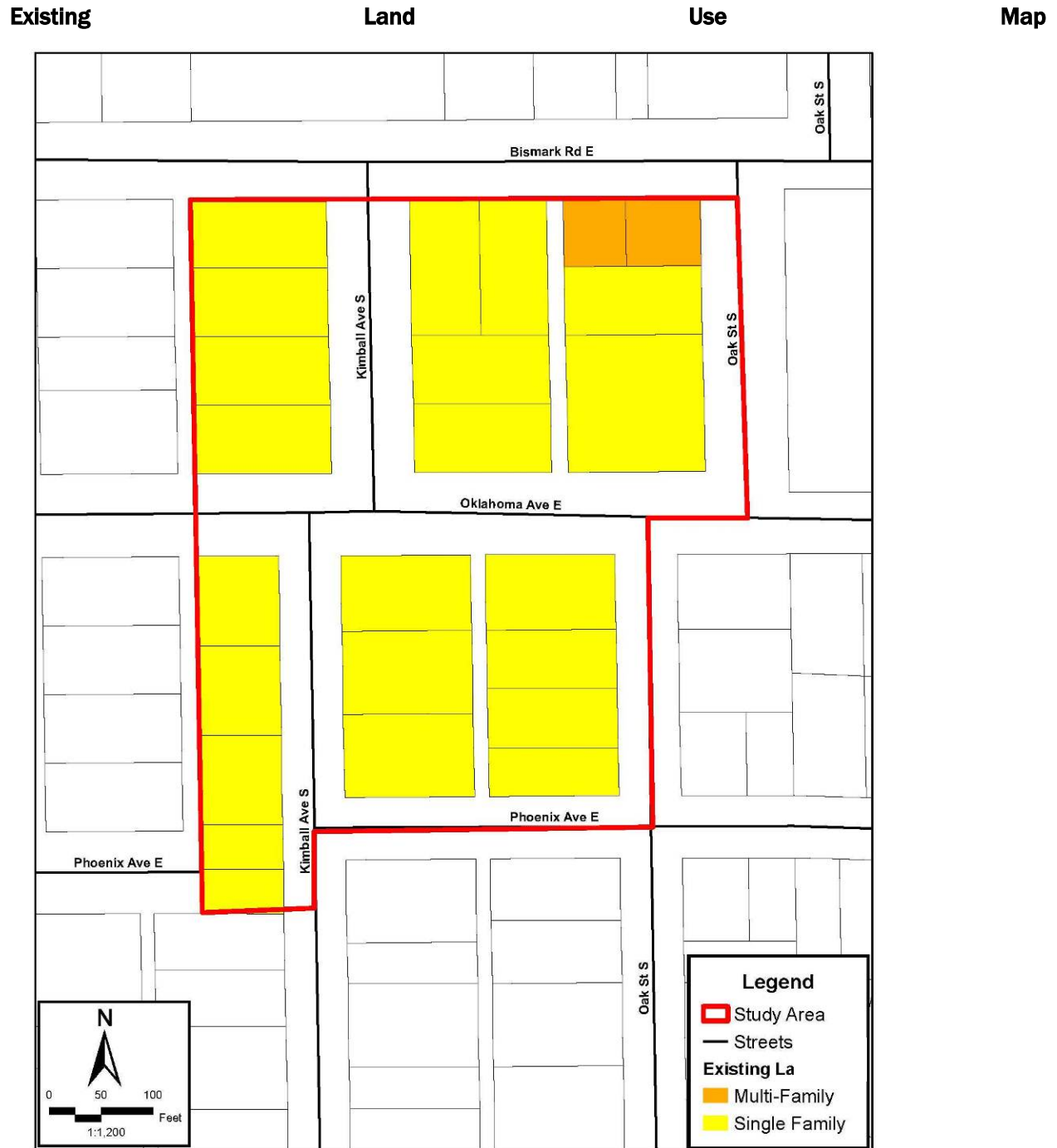
### EXISTING LAND USES

The term “Land Use” refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community, and produce a number of impacts that either benefit or detract from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

#### Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. The Study Area is 100% residential with the exception of the local streets and sidewalks serving the study area.

**Figure 2**



Source: Marvin Planning Consultants and Olsson Associates, 2012

## **FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY**

This section of the Eligibility Report examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

### **CONTRIBUTING FACTORS**

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

#### **Age of Structure**

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

Within the study area there is a total of 38 primary and accessory structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (5.3%) units were determined to be less than 40 years of age
- 36 (94.7%) units were determined to be 40 years of age or older

Overall, 94.7% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. See Figure 3 for the locations of the structures.

Due to the age of the structures in the study area, age of structures would be a direct contributing factor.

#### **Structural Conditions**

Where structural conditions were evaluated, structures were either rated as: Excellent, Average, Deteriorating, or Dilapidated. The following are the definitions of these terms:

##### **No Problem/ Average Conditions**

- No structural or aesthetic problems were visible, or
- Slight damage to porches, steps, roofs etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window sills and frames.

##### **Deteriorating Conditions**

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, or roof (up to 1/4 of wall or roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked window panes,
- Some rotted or loose windows or doors (no longer wind- or water-proof), and
- Missing bricks, or cracks, in chimney or makeshift (uninsulated) chimney.

##### **Dilapidated Conditions**

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large areas of foundation,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood or storm, and



- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

These are criteria used to determine the quality of each structure in the Study Area.

In a recent conditions survey, the structures within the study area were rated. Within the study area there are a total of 26 primary structures and 12 accessory structures. Accessory structures were rated due to the fact that they were visible from the public right-of-ways.

After reviewing the overall conditions of the structures in the corporate limits portion include:

- 16 (50.0%) structures rated as adequate
- 13 (40.6%) structures rated as deteriorating
- 3 ( 9.4%) structures rated as dilapidated

Overall, 50.0% of the structures in this portion of the area are in a state of disrepair. The data are available for inspection; however, for purposes of this study, Figure 4 only shows the data on a ½ block level as opposed to structure. However, if there were several structures deemed to be deteriorating or dilapidated then the entire block was downgraded.

Only one ½ block (16.7%) in the study area was rated as adequate; while four ½ blocks (66.6%) were deteriorating; finally one ½ block (16.7%) was deemed to be dilapidated. For purposes of this study there is approximately 83.3% of the block area within the Study Area that has deteriorating or dilapidated structures.

The remaining 16.7% was considered as "Adequate".

Due to the state of disrepair of a number of properties in the area, the conditions represent conditions which are Dangerous to conditions of life or property due to fire or other causes.

**Figure 3**  
**Structural**

**Age**

**Map**



Source: Marvin  
Planning Consultants  
and Olsson  
Associates, 2012

## Sidewalk Conditions

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidated, and missing completely. The following is the breakdown by corporate limits and county industrial park.

Within the study area there is approximately 2,612 lineal feet of sidewalk. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the corporate limits:

- 497 (19.0%) lineal feet of adequate sidewalk
- 1,333 (51.0%) lineal feet of deteriorating sidewalk
- 781 (20.0%) lineal feet of no sidewalk.
- There was no sidewalk deemed to be dilapidated.



Overall, 71.0% of the sidewalks are in either a deteriorating state or completely missing. Missing sidewalk is as bad as dilapidated or deteriorating sidewalk since there is no safe place to walk other than across someone else's property or in the street. See Figure 5 for the locations of these sidewalks.

Due to the large amount of deteriorating and missing sidewalk, the sidewalk conditions would be a direct contributing factor.

## Street Conditions

The street conditions were analyzed in the Study Area including both the incorporated areas and the unincorporated portions of the area. The streets were also rated on four categories; adequate, deteriorating, dilapidated, and missing completely. The following is the breakdown by corporate limits and county industrial park.

Within the study area there is approximately 2,596 lineal feet of street. After reviewing the conditions in the field, the following is how the street conditions breakdown within the corporate limits:

- 1,755 (67.6%) lineal feet of adequate street
- 306 (11.8%) lineal feet of deteriorating street
- 535 (20.6%) lineal feet of dilapidated street

Overall, 32.4% of the streets are in either in a deteriorating or dilapidated state. See Figure 6 for the locations of these streets.

Due to the large amount of deteriorating and missing street, the street conditions would be a direct contributing factor.



## Curb and Gutter

Curb and Gutters have a number of direct and indirect roles in neighborhoods. Their primary functions is to be a barrier that collects and directs water, drainage. On a secondary level, they can help define where the streets



start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

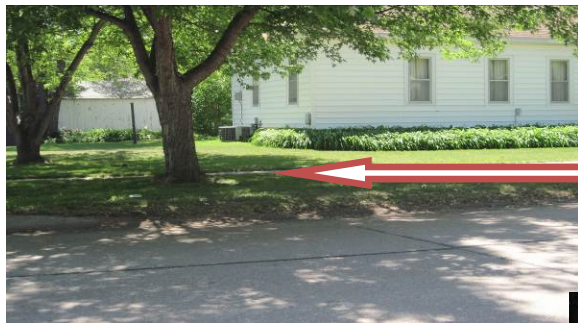
Curb and gutter for the Study Area will be examined similarly to streets and sidewalks. The curb and gutter will be graded as either adequate, deteriorating, dilapidated, or missing. In addition, curb and gutter will be examined based upon their location, within the incorporated area or within the county industrial park.

Within the corporate limits portion of the study area there is approximately 2,876 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

- 1,262 (43.9%) lineal feet of adequate curb and gutter
- 1,613 (56.1%) lineal feet of deteriorating curb and gutter

Approximately 57% of the curb and gutters are in either a deteriorating state or are missing. See Figure 7 for the locations of these curb and gutter.

Due to the large amount of deteriorating and missing curb and gutter, the curb and gutter conditions would be a direct contributing factor.



Poor curb and gutter and no sidewalk access to the street along one side of the intersection.

No sidewalk access running east and west.



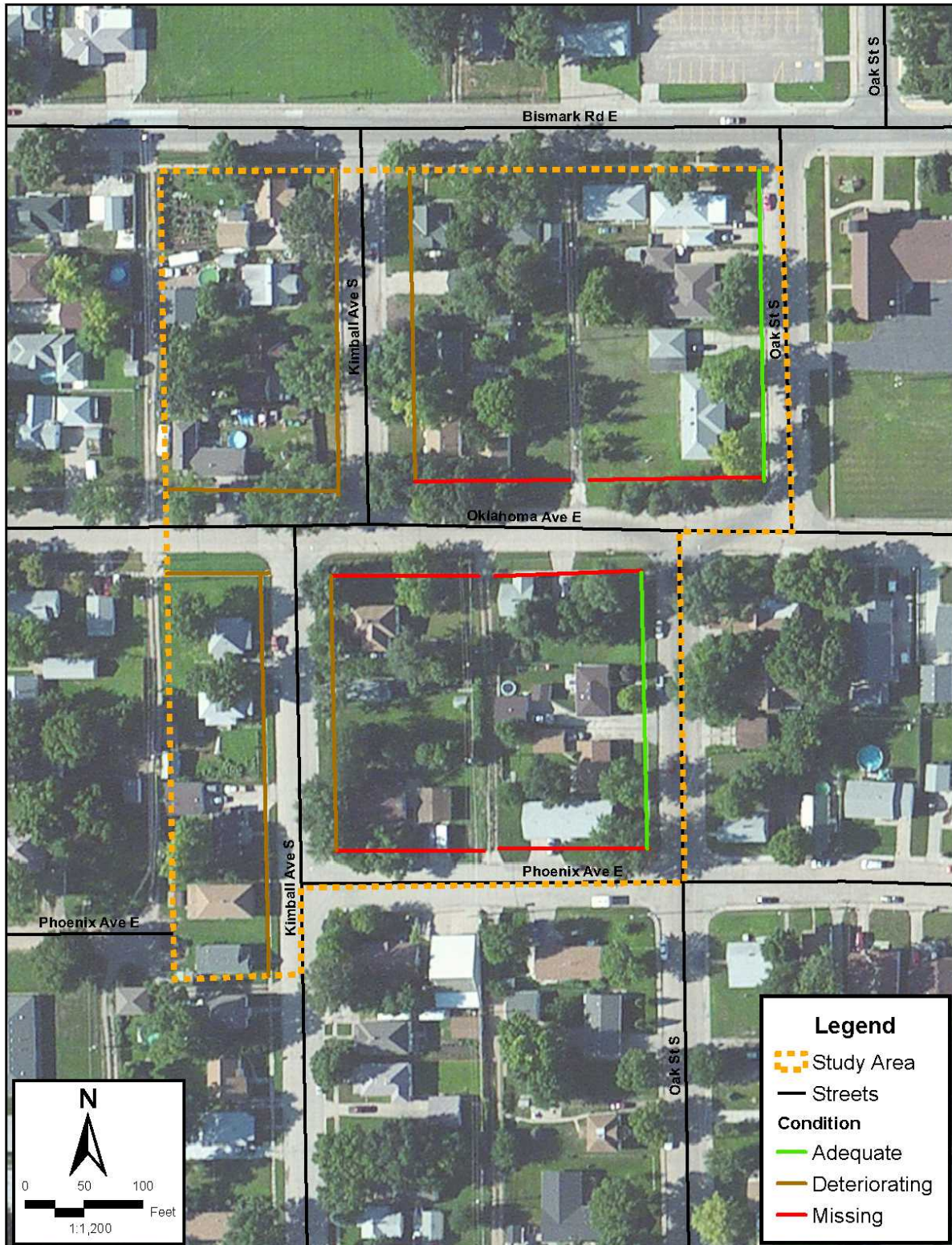
**Figure 4**  
**Structural Conditions**



Source: Marvin Planning Consultants and Olsson Associates, 2012

**Figure 5**  
**Sidewalk**

**Conditions**



Source: Marvin Planning Consultants and Olsson Associates, 2012

**Figure 6**  
**Street Conditions**



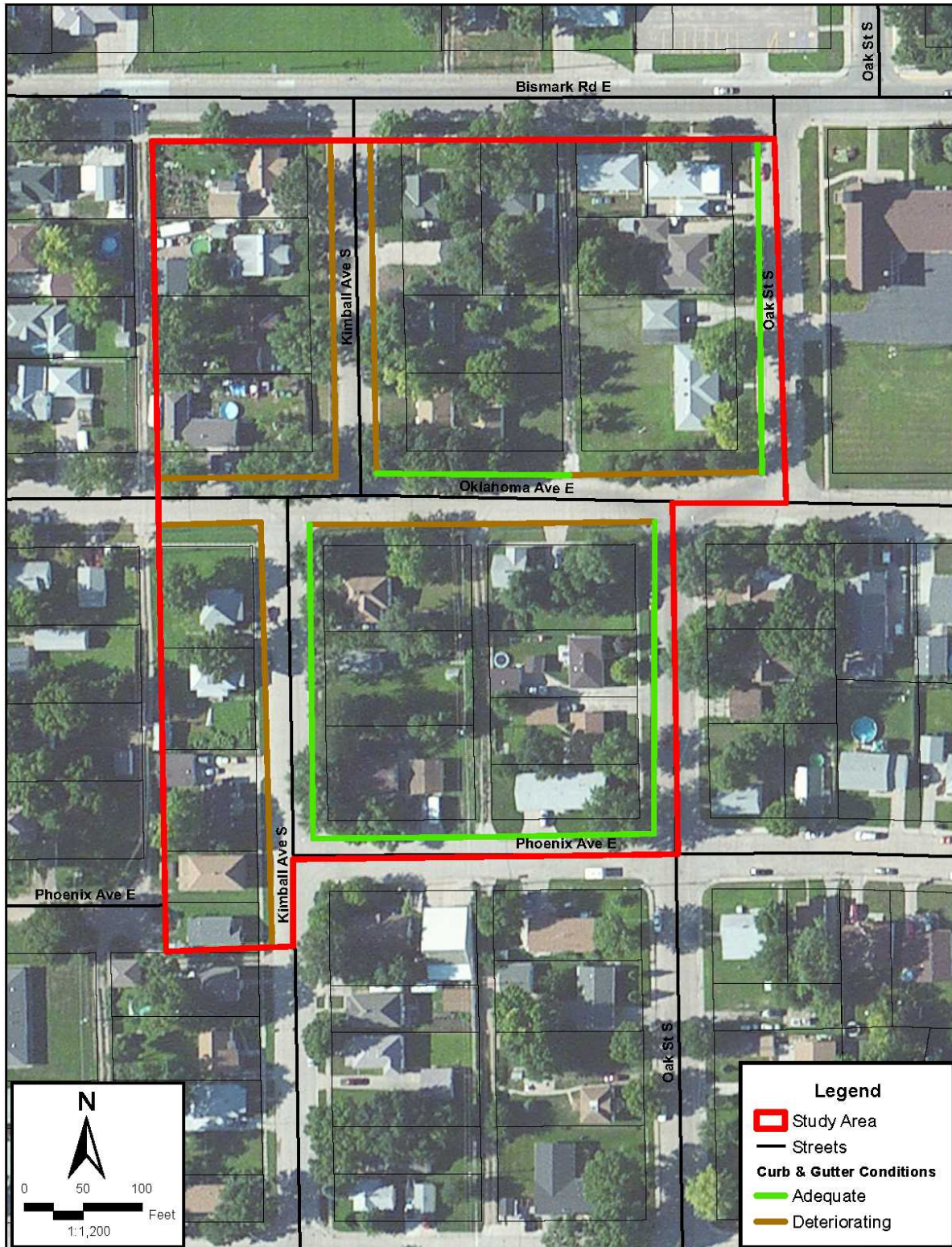
Source: Marvin Planning Consultants and Olsson Associates, 2012

**Figure 7**

City of Grand Island, Nebraska • June 2012

Page 12

Curb and Gutter Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2012

## **Blighting Summary**

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

- Substantial number of deteriorating structures
  - 50.0% of the structures identified within the Study Area, were deemed to be in a state of deterioration or dilapidation
- Deterioration of site or other improvements
  - A large amount of sidewalk either in a deteriorated state or missing from properties.
  - There is a significant amount of lineal feet of streets that are deteriorating or dilapidated.
  - Deteriorating curb and gutter does and/or will continue to become worse in condition and ultimately will begin to negatively impact drainage in the study area.
- Average age of structures is over 40 years of age
  - Within the Study Area 94.7% of the structures meet the criteria of 40 years of age or older.

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

- Defective/Inadequate street layouts,
- Faulty lot layout,
- Insanitary or unsafe conditions,
- Defective or unusual condition of title,
- Economic or social liability detrimental to health, safety and welfare,
- Conditions provision of housing accommodations,
- One-half of unimproved property is over 40 years old,
- Tax or special assessment exceeding the fair value of the land,
- Diversity of ownership.
- Improper Subdivision or obsolete platting
- Existence of conditions which endanger life or property by fire and other causes,
- The area has had either a stable or decreasing population based upon the last two decennial censuses,
- Unemployment in the designated area is at least one hundred twenty percent of the state or national average,
- Combination of such factors, substantially impairs or arrests the sound growth of the community, and
- Per capita income of the area is lower than the average per capita income of the city

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

## **Substandard Conditions**

### **Average age of the residential or commercial units in the area is at least forty years**

Besides structural conditions of the buildings in the Study Area, age of these structures is another contributing factor to the substandard conditions in the area. Statutes allow for a predominance of structures that are 40 years of age or older to be a contributing factor regardless of their condition.

Within the study area there is a total of 38 structures. After researching structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (5.3%) structures were determined to be less than 40 years of age
- 36 (94.7%) structures were determined to be 40 years of age or older

Overall, 94.7% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. See Figure 3 for the locations of the structures.

Due to the age of the structures in the corporate limits, age of structures would be a direct contributing factor.

## **Substandard Summary**

Nebraska State Statute requires that at least one of five substandard factors be present in a community. This Study Area in Grand Island has one of the five. The other criteria for Substandard were not present or the data was not readily accessible in the area, these included:

- Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- the per capita income of the area is lower than the average per capita income of the city or in which the area is designated
- The area has had either stable or decreasing population based on the last two decennial censuses.

### **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #10**

Blight Study Area #10 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions**

- Substantial number of deteriorating structures
- Deterioration of site or other improvements
- Average age of structures is over 40 years of age

#### **Substandard Conditions**

- Average age of the residential or commercial units in the area is at least forty years

### **CONCLUSION**

Based upon the issues and conditions indicated from the survey of this area, there is sufficient criteria present to declare Area #10 of Grand Island as Blighted and Substandard as provided for in the Nebraska Revised Statutes. The conditions found throughout the entire area constitute a designation of blighted and substandard. The eventual use of Tax Increment Financing or other incentive programs would be of great benefit to the entire area.



# Hall County Regional Planning Commission

Wednesday, July 11, 2012

Regular Meeting

## Item M1

### Final Plats

Staff Contact: Chad Nabity

June 28, 2012

Dear Members of the Board:

**RE: Final Plat – Sheaffer Second Subdivision**

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Sheaffer Second Subdivision, in Grand Island, Hall County Nebraska.

This final plat proposes to create 2 lots on a tract of land comprising a part of the Northeast Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Twenty Four (24), Township Eleven North, Range Ten (10) West of the Sixth P.M., in Hall County, Nebraska, said tract containing 5.605 acres.

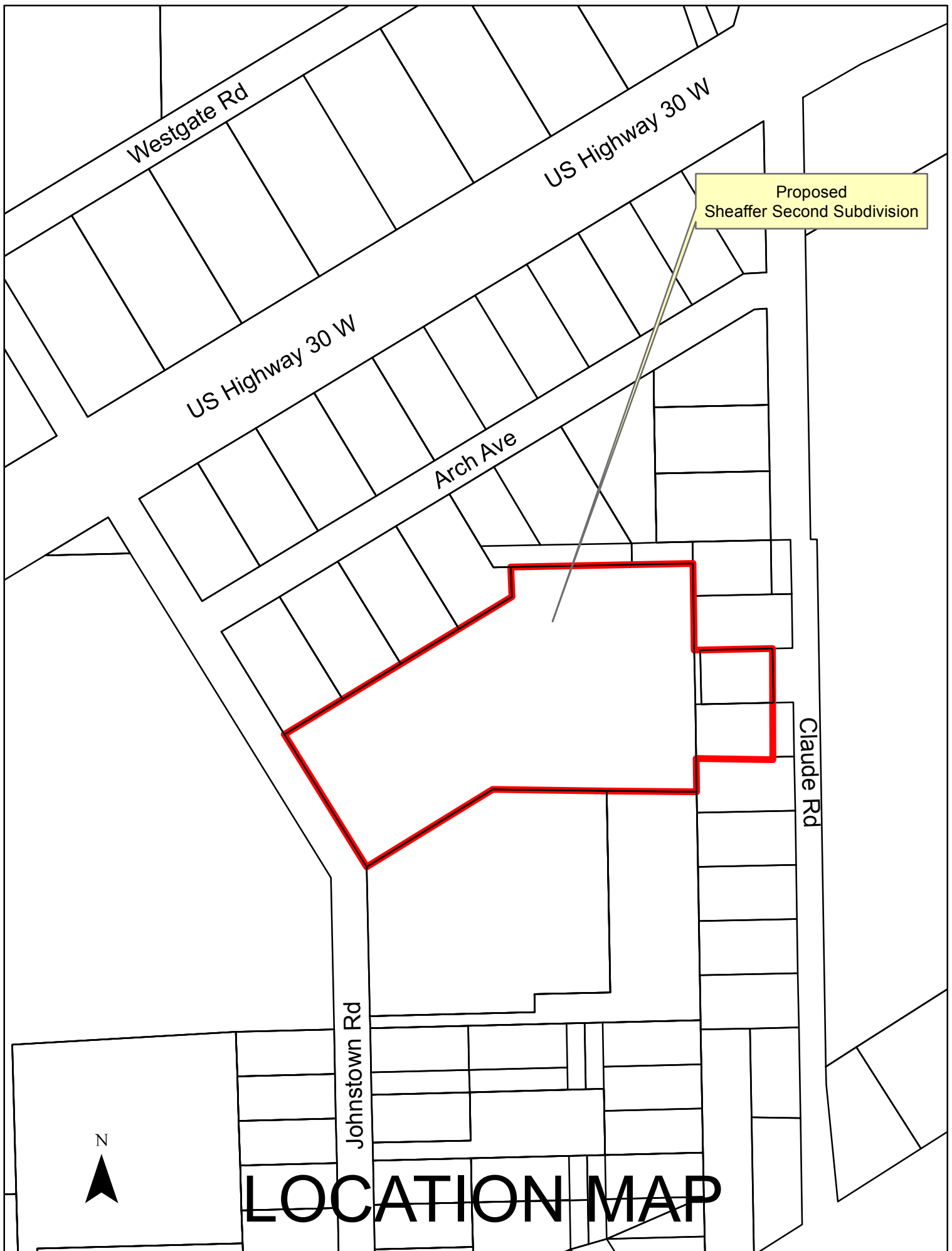
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on July 11, 2012 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP  
Planning Director

Cc: City Clerk  
City Attorney  
City Public Works  
City Building Department  
City Utilities  
Benjamin & Associates, INC

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.



June 28, 2012

Dear Members of the Board:

**RE: Final Plat – White Tail Country Subdivision**

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of White Tail Country Subdivision, in Hall County Nebraska.

This final plat proposes to create 1 lot on a tract of land comprising a part of the Northeast Quarter (NE1/4), Section Twenty One (21), Township Nine (9) North, Range Eleven (11) in Hall County, Nebraska, said tract containing 4.173 acres.

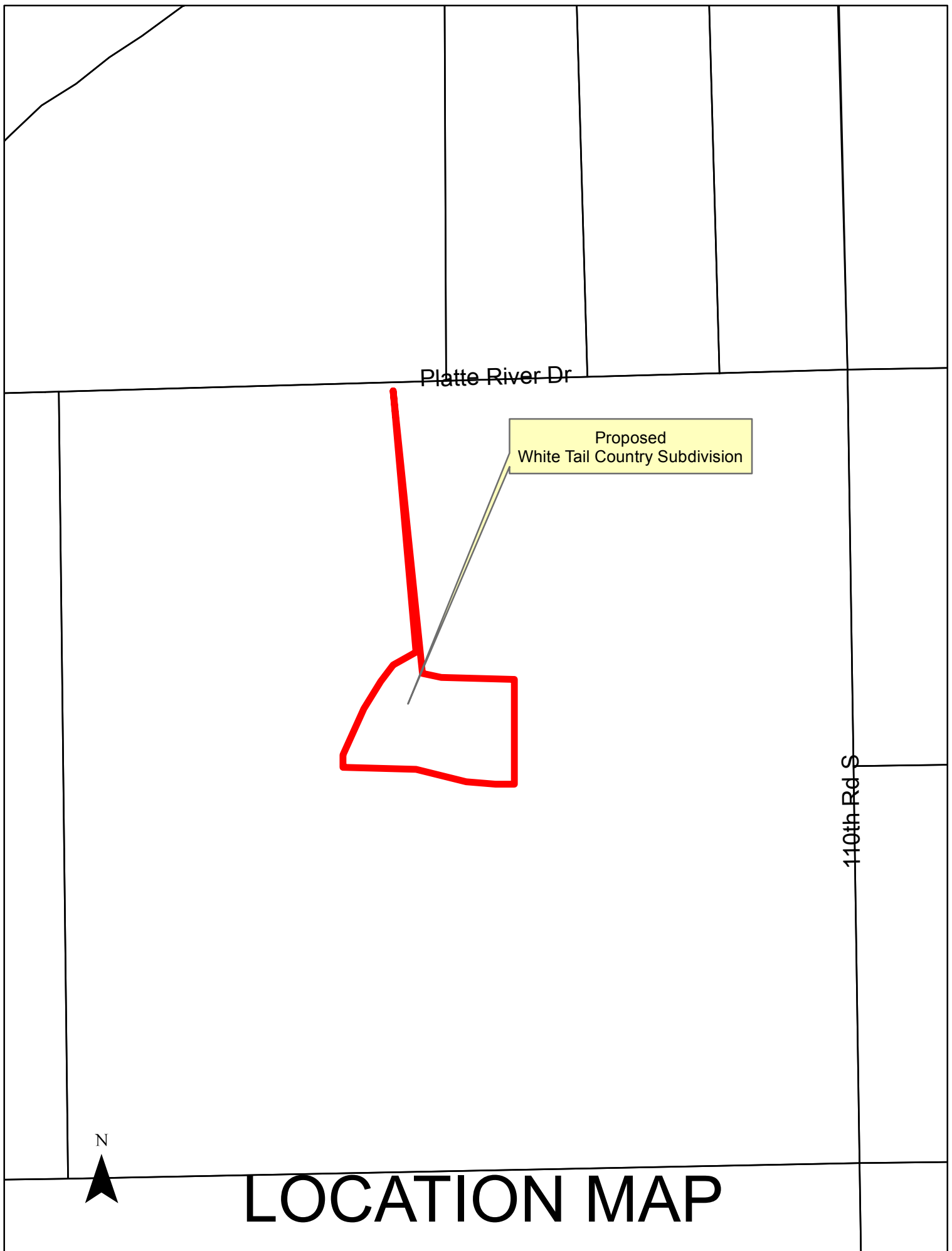
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on July 11, 2012 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP  
Planning Director

Cc: Hall County Clerk  
Hall County Attorney  
Hall County Public Works  
Hall County Zoning Department  
Manager of Postal Operations  
Rockwell and Associates, LLC

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.





# **Hall County Regional Planning Commission**

**Wednesday, July 11, 2012**

**Regular Meeting**

## **Item N1**

### **Budget 2012-2013**

Staff Contact: Chad Nabity

Date: June 14, 2012

To: Hall County Regional Planning Commission  
From: Chad Nabity, Planning Director  
Re: 2012-2013 Budget and Fees

Enclosed you will find the budget for the Hall County Regional Planning Commission. The budget submitted this year assumes the three positions in the Planning Department will be funded as follows:

Position	Planning %	CRA %	Utilities %	Building %	Total
Director	80%	20%			100%
Secretary	70%	20%		10% <sup>1</sup>	100%
Technician	62%		38%		100%

The Regional Planning Department has had a history of cooperation with other city departments and agencies for funding since 1990 when the budget was amended to transfer the planning technician position to the Grand Island Utilities Department for 10 pay periods every year. This has been a beneficial partnership that has kept the costs of maintaining the planning department lower than it would have been without the partnership and increased the efficiency and communication between the utilities department and the planning department. The partnership with the CRA was formed in 2005 and has resulted in increased efficiency and effectiveness for both agencies. The funding from the Grand Island Building Department may be extended into the 2012-13 fiscal year. The Building Department had planned to fill their vacant position in the latter part of the 2011-12 fiscal year but the position is not likely to be filled until well into the 2012-13 fiscal year, it is likely that they will continue to subsidize the planning department secretary position for the 2012-13 fiscal year.

Based on the proposed budget Regional Planning Commission is requesting \$108,381 in budget authority for fiscal year 2012-2013 from both Hall County and the City of Grand Island. The budget as submitted to the County last year was \$199,302 in 2011, \$200,949 in 2010 and \$211,332 in 2009. This included \$99,651 from both Hall County and Grand Island. Once again the Planning Department is requesting no funding for Capital equipment this year. The proposed changes to the budget will cover increased personnel costs, the Director's salary may increase by 2% for the 2012-2013 budget year and the secretary position will be eligible for step increase and both the secretary and technician positions include a potential 2% increase in base salary per the union contract. Final salaries will not be approved until later in the city budget process.

Operating expenses have been reviewed and were kept at essentially the same levels as last year. Operating expenses cannot be reduced without impacting the ability of the department to function. Overall personnel expenses will increase by between \$16,860 and \$11,243. Most of this is due to

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<sup>1</sup> It appears that the Grand Island Building Department will cover 10% of the Planning Department Secretary expenses for the 2012-13 fiscal year but the budget as presented shows the impact to the planning budget both with and without this input.

changes of employee status for insurance (single to family coverage), and an increase in insurance cost of 15%. Employees are eligible to choose the level of insurance and pay 16% of the cost of the policy through a payroll deduction.

Decreasing expenses or holding line items constant within the department is one piece of the budget puzzle. The other piece is looking at fees and the possibilities available for revenue generation. The current fees have been reviewed as have the services provided by the planning department for which we do not currently charge a fee. Modest fee increases are suggested this year. Proposed fee increases are shown in the attached fee schedule. The only fees impacted for Hall County would be the base cost of a preliminary plat which would increase from a base of \$400 plus \$10 per lot to a base of \$400 plus \$15 per lot. The department is also raising fees on various publications and maps. The revenue from those publications reduces the County share of the planning department by 50% of the amount of revenue generated and is shown on the monthly statement received by the County.

# Hall County Regional Planning Dept. 2012-2013 Budget

		2011-12	2012-13	% Change	2012-13**	% Change
Salaries	5105	\$ 136,849	\$ 144,354	5.48	\$ 140,510	2.68
Employer Social Security	5115	\$ 10,469	\$ 11,043	5.48	\$ 10,749	2.67
Employee Insurance-Health*	5120	\$ 22,478	\$ 30,726	36.69	\$ 29,551	31.47
Employee Insurance-Life	5125	\$ 185	\$ 194	4.71	\$ 185	0.00
Employee Insurance-Disab.	5130	\$ 246	\$ 260	5.63	\$ 253	2.85
Tuition Reimbursement	5135	\$ -	\$ -		\$ -	0.00
General Pension	5145	\$ 8,211	\$ 8,661	5.48	\$ 8,430	2.67
Workers Compensation	5150	\$ 129	\$ 136	5.09	\$ 132	2.33
Other Employee Benefits	5160	\$ 325	\$ 340	4.75	\$ 325	0.00
VEBA	5161	\$ 1,139	\$ 1,178	3.42	\$ 1,139	0.00
<b>Total Personnel**</b>		<b>\$ 180,031</b>	<b>\$ 196,891</b>	<b>9.37</b>	<b>\$ 191,274</b>	<b>6.25</b>
Contract Services	5213	0	0		0	0.00
Administrative Services	5221	1200	1200	0.00	1200	0.00
Computer Services	5241	7601	8200	7.88	8200	7.88
Printing and Duplicating	5245	240	240	0.00	240	0.00
Repair/Maint.-Off Furn & Equip	5330	240	240	0.00	240	0.00
Insurance Premiums		350	350	0.00	350	0.00
Telephone (\$46/mo)	5410	400	400	0.00	400	0.00
Postage (\$70/mo)	5413	840	840	0.00	840	0.00
Legal Notices/ Advert.	5419	750	750	0.00	750	0.00
Dues and Subscriptions	5422	800	800	0.00	800	0.00
Books	5425	100	100	0.00	100	0.00
Travel and Training	5428	4000	4000	0.00	4000	0.00
Other Expenditures	5490					
Office Supplies	5505	1800	1800	0.00	1800	0.00
Other General Supplies	5590					
Non Capital Office Equipment		950	950	0.00	950	0.00
Capital Improvement	5620					
<b>Total Operating</b>		<b>\$ 19,271</b>	<b>\$ 19,870</b>	<b>3.11</b>	<b>\$ 19,870</b>	<b>3.11</b>
<b>Total</b>		<b>\$ 199,302</b>	<b>\$ 216,761</b>	<b>8.76</b>	<b>\$ 211,144</b>	<b>5.94</b>

	2011-12	2012-13	2012-13**
City and County Shares	\$ 99,651	\$ 108,381	8.76 \$ 105,572
<b>Projected Increase</b>		<b>\$ 8,730</b>	<b>Possible Increase** \$ 5,921</b>

\*Expected insurance costs. These may change before the final city budget.

20% of Director Secretary Expenses are paid by Grand Island CRA

\*\* If 10% of Secretary Expenses are paid by Grand Island Building Department for this year and 38% of Planning Technician Expenses are paid by Grand Island Utilities

Insurance costs include change of status from single to family insurance during the last year.

## REGIONAL PLANNING COMMISSION FEES AND CHARGES: Effective October 1, 2012

### **Service or Product**

### **Fee**

#### **Category 1. Zoning**

a. Zoning Map Amendment (general)	\$750.00
b. Zoning Ordinance Text Amendment	\$750.00
c. CD or RD Comprehensive Rezoning (Grand Island and 2 mile limit)	\$750.00
d. P.U.D. Rezoning (5 or more lots)(Hall County)	\$750 + 10/lot

#### **Category 2. Subdivision**

a. Preliminary Plat	\$ 400.00 + \$10.00/lot- + \$15/lot
b. Final Plat - (Grand Island and 2 mile limit)	\$ 420.00 + \$10.00/lot
(Elsewhere in region)	\$ 420.00 + \$10.00/lot
c. Plat Vacation	\$ 250.00
d. Administrative Subdivisions	\$ 50.00

#### **Category 3. Comprehensive Plan:**

a. Map Amendment	\$750.00
b. Text Amendment	\$750.00

#### **Category 4. Planning Publications:**

A. G.I. Street Directory	\$15.00	
b. Zoning Ordinances - (Grand Island)	<del>\$25.00</del>	\$30.00
(All other communities)	<del>\$25.00</del>	\$30.00
c. Subdivision Regulations – (Grand Island)	<del>\$25.00</del>	\$30.00
(All other communities)	<del>\$25.00</del>	\$30.00
d. Comprehensive Plans - (Grand Island)	<del>\$75.00</del>	\$85.00
(All other communities)	<del>\$50.00</del>	\$60.00

#### **Category 5. Maps:**

##### **Grand Island**

800 scale zoning map unassembled	<del>\$100.00</del>	\$125.00
Generalized zoning map	<del>\$50.00</del>	\$60.00
Future Land Use Map	<del>\$50.00</del>	\$60.00

Grand Island Street Map	\$15.00	
<b>Hall County</b>		
Zoning Map Generalized 24 X 30	<del>\$50.00</del>	\$60.00
Zoning Map 2" = 1 Mile	<del>\$75.00</del>	\$90.00
Road Map	\$15.00	
<b>Wood River, Cairo, Doniphan, Alda</b>		
Basemap	<del>\$ 5.00</del>	\$10.00
Zoning Map	<del>\$ 50.00</del>	\$60.00
<b>Other Maps</b>		
School District Maps 36 X 36	<del>\$ 50.00</del>	\$60.00
Election District Maps 36 X 36	<del>\$ 50.00</del>	\$60.00
Fire District Maps 36 X 36	<del>\$ 50.00</del>	\$60.00
Custom Printed Maps	\$ 15.00/sq foot	
<b>Electronic Publications</b>		
GIS Data CD	\$ 100.00	
Aerial Photograph DC (Mr SID format)	\$ 100.00	
Comprehensive Plans (all jurisdictions)	\$ 100.00	
Zoning & Subdivision Regulations (all jurisdictions)	\$ 50.00	
Custom Map PDF	\$ 25.00/ ½ hour	
Research & Documentation Fee	\$150/hr	
	Minimum 2 hr	
<b>Category 6 Flood Plain</b>		
Letter of Map Interpretation	\$20.00	
Review and Submission of LOMR	\$ 50.00	
<b>Category 7 Redevelopment Plan and Blight Studies</b>		
Blight Study Adoption	\$ 500.00	
Redevelopment Plan Adoption	\$ 500.00	
Redevelopment Plan Amendment	\$ 500.00	

\*\* An additional \$50.00 fee is charged in the Villages of Alda, and Doniphan payable to the pertaining clerk's office  
Shaded are amended fees

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
<b>Planning</b>				
<b>Zoning</b>				
Zoning Map Amendment: Grand Island	400.00	750.00	750.00	NC
Ordinance Amendment	500.00	750.00	750.00	NC
CD, RD, TD Rezoning, Grand Island	500.00	750.00	750.00	NC
<b>Subdivisions</b>				
Preliminary Plat	350.00 plus 10.00/lot	400.00 plus 10.00/lot	400.00 plus 10.00/lot	400 + \$15
<b>Final Plat - Administrative Approval</b>				
Grand Island	25.00	50.00	50.00	NC
<b>Final Plat</b>				
Grand Island Jurisdiction	325.00	400.00 plus 10.00/lot	420.00 plus 10.00/lot	NC
Vacation of Plat	200.00	200.00	250.00	NC
<b>Lots more than 10 acres</b>				
<b>Comprehensive Plan</b>				
Map Amendment	400.00	750.00	750.00	NC
Text Amendment	400.00	750.00	750.00	NC
<b>Publications</b>				
Grand Island Street Directory	10.00	10.00	15.00	NC
<b>Comprehensive Plan</b>				
Grand Island	75.00	75.00	75.00	85 <sup>00</sup>
Other Municipalities	50.00	50.00	50.00	60 <sup>00</sup>
<b>Zoning Ordinances</b>				
Grand Island	15.00	25.00	25.00	30 <sup>00</sup>
Other Municipalities	10.00	25.00	25.00	30 <sup>00</sup>
<b>Subdivision regulations</b>				
Grand Island	15.00	15.00	15.00	20 <sup>00</sup>
Other Municipalities	10.00	15.00	15.00	20 <sup>00</sup>
<b>Grand Island</b>				
800 Scale Zoning Map Unassembled	100.00	100.00	100.00	125 <sup>00</sup>
Generalized Zoning Map	40.00	50.00	50.00	60 <sup>00</sup>
Future Land Use Map	40.00	50.00	50.00	60 <sup>00</sup>
Grand Island Street Map	10.00	10.00	15.00	15 <sup>00</sup>

Proposed Fee Schedule for 2013				
	2010	2011	2012	2013
<b>Hall County</b>				
Zoning Map Generalized	25.00	50.00	50.00	60 <sup>00</sup>
Zoning Map 2" = 1 mile	45.00	75.00	75.00	90 <sup>00</sup>
Road Map	10.00	10.00	15.00	15 <sup>00</sup>
<b>Wood River, Cairo, Doniphan, Alda</b>				
Basemap	5.00	5.00	5.00	10 <sup>00</sup>
Zoning Map	30.00	50.00	50.00	60 <sup>00</sup>
<b>Other Maps</b>				
School District Maps	30.00	50.00	50.00	60 <sup>00</sup>
Election District Maps	30.00	50.00	50.00	60 <sup>00</sup>
Fire District Maps	30.00	50.00	50.00	60 <sup>00</sup>
Custom Printed Maps	10.00/sq foot in	15.00/sq ft	15.00/sq ft	NC
<b>Electronic Publications</b>				
GIS Data CD	50.00	100.00	100.00	NC
Aerial Photograph CD (MrSID Format)	50.00	100.00	100.00	NC
Comprehensive Plans All Jurisdictions	50.00	100.00	100.00	NC
Zoning and Subdivision Regulations All Jurisdictions	20.00	50.00	50.00	NC
Custom PDF Map		25.00/ 1/2 hr	25.00/ 1/2 hr	NC
Research & Documentation Fee	95.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	NC
<b>Flood Plain</b>				
Letter of Map Interpretation		10.00	20.00	NC
Review and Submission of LOMR		50.00	50.00	NC



# **Hall County Regional Planning Commission**

**Wednesday, July 11, 2012**

**Regular Meeting**

## **Item Q1**

### **Referral - Creation of South Locust 2012 BID**

**Staff Contact: Chad Nabity**

## **Agenda Item #7**

### **PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING**

#### **COMMISSION:**

June 28, 2012

**SUBJECT:** *Creation of South Locust 2012 Business Improvement District 8 (C-23-2012GI)*

**PROPOSAL:** To create a Business Improvement District for an area of South Locust between south of Fonner Park Road and north of Stolley Park Road in Grand Island as shown on the attached map. This South Locust 2012 BID would replace the existing BID 4 that is set to expire later this year. They are requesting that the district be created for one year to allow for the possible combination of the South Locust BID's next year when BID 7 expires.

#### **OVERVIEW:**

The purpose of a Business Improvement District is to raise funds for projects that serve the interests of business owners in the district. Nebraska Statutes allow the creation of Business Improvement Districts that assess and tax business owners for services provided by the BID. These are voluntary organizations that require a majority of the property owners to agree before they can be created. The purpose of this BID is maintenance of the landscaping along South Locust in the described area. The Planning Commission is required make a recommendation on the plan submitted by the proposed BID prior to action by Council to create the district.

#### **RECOMMENDATION:**

That the Regional Planning Commission recommend that City Council **approve** the creation of the South Locust 2012 Business Improvement District in Grand Island.

\_\_\_\_\_ Chad Nabity AICP, Planning Director

May 22, 2012

Mayor and City Council  
City of Grand Island  
100 East First Street  
Grand Island, NE 68801

Dear Mayor and City Council:

There has never been a more important time for the South Locust corridor to look inviting and appealing. The increased activity at Fonner Park, Nebraska State Fair and new business development has increased the traffic to Grand Island via this entryway. The community has been fortunate to have businesses and property owners who recognize the importance of maintaining this corridor; these property and business owners have formed Business Improvement Districts to ensure the integrity of the corridor is maintained.

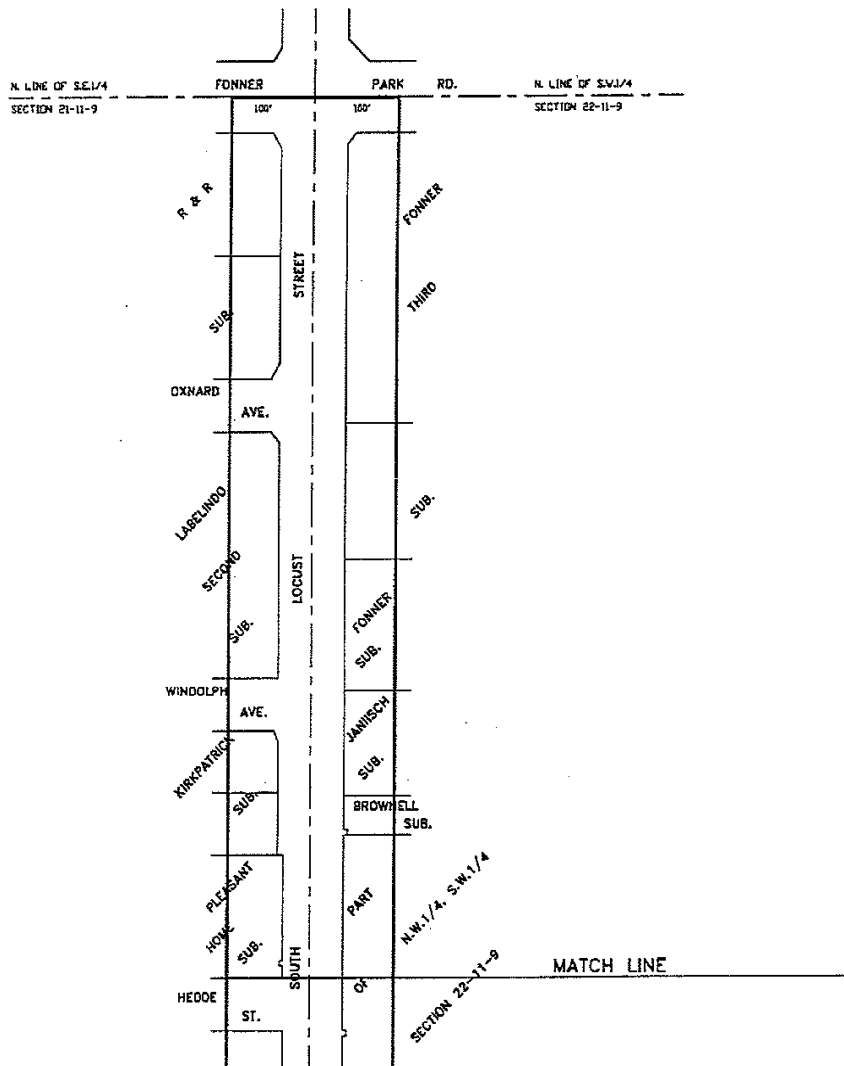
Business Improvement District #4, which covers the corridor from Fonner Park Road to Stolley Park Road, is set to expire on September 30, 2012. We believe it is to our benefit, as property and business owners, to continue a business improvement district for this area to ensure the improvements made are maintained.

We also understand the current BID #7 (Stolley Park Road to Highway 34) is set for expiration in September, 2013 and that there may be an interest and opportunity for the merger of these two districts. In order to allow for conversations and discussion to occur as to the benefits of merging the two districts, we are requesting that a new Business Improvement District (for the area of Fonner Park Road to Stolley Park Road) be formed for a one year period of time. Over the course of the next year, business and property leaders will work closely with the City, management entity and contractors to determine what, if any, benefits could be realized with one encompassing Business Improvement District.

Thank you for your consideration. We look forward to continuing our efforts to ensure this entryway to Grand Island is appealing to all – visitors and residents alike.

Sincerely,

*[Handwritten signatures and addresses]*  
Stacy Zorn - Hwy 1204 S. Locust  
Mike Nelson - 700 East Stolley Park Road Fonner Park  
Doug Warner - 1500 S. Locust, Fonner Court  
Bennett Chamman - Texas T-Bone 1201 S. Locust



CITY OF  
**GRAND ISLAND**  
 PUBLIC WORKS DEPARTMENT

DATE: 5/28/02  
 DRN BY: L.D.C.  
 SCALE: 1"=200'

PLAT TO ACCOMPANY  
 RESOLUTION



## **Budget Proposal**

### **Business Improvement District 2012**

Grand Island, Nebraska

Submitted to the Honorable Mayor and City Council of Grand Island

July 3, 2012

By

Business Improvement District 2012 Board of Directors

#### **Proposed Budget and Purposes for Business Improvement District 2012**

The board members of Business Improvement District 2012 have completed a thorough process to identify the needs of the area (South Locust Street, Fonner Park Road to Stolley Park Road) relative to continued beautification and maintenance of landscaping, pedestrian lighting, and sidewalks.

Various property and business owners in the District have indicated an interest in forming a business improvement district to continue the street improvements (landscaping, pedestrian lighting, banners, and sidewalks) that are currently in place. They recognize the importance of a well-maintained and appealing corridor has for residents, business development and visitors to the community.

At the City Council Meeting of June 26, 2012, approval was given for establishment of the boundaries for the South Locust Business Improvement District 2012 as well as for the formation of a Board to develop recommendations to the City Council relative to anticipated improvements. The boundaries for the proposed South Locust Business Improvement District 2012 are identical to those for the current Business Improvement District #4.

Because there has long been an interest and intent to merge the business improvement districts for South Locust Street (currently BID #4 and BID #7), we propose a one year term for this Business Improvement District 2012. BID #7 is set to expire in September, 2013. By forming this District for one year, we will be able to explore the potential to merge with BID #7 for the year beginning October 1, 2013. Thus, this proposal calls for resources in the amount of \$34,643 for the fiscal year October 1, 2012 through September 30, 2013.

#### ***Maintenance/Beautification***

Creating an atmosphere that is welcoming and well-maintained is essential for this entry to the community. This category of work includes funding for contract services for lawn care (including

irrigation), tree and perennial care and maintenance, and snow removal. Funds are also included for contract services for the management of the District (Chamber) and for financial services provided by the City.

**Table 1.**

<b>South Locust Business Improvement District 2012</b> <i>One-Year Financial Plan</i>							
		Fiscal years beginning October 1,					
	<b>2012</b>						
<b>BID Revenue</b>	<b>\$34,643</b>						
<b>Maintenance of Existing Landscaping, Sprinkler System</b>	\$21,500						
<b>Beautification</b> System repairs, replacement plantings, trees	\$11,643						
<b>Implementation and Financial Management</b>	\$3,500						