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# City of Grand Island



**Tuesday, February 14, 2017**  
**Council Session Packet**

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**City Council:**

**Linna Dee Donaldson**  
**Michelle Fitzke**  
**Chuck Haase**  
**Julie Hehnke**  
**Jeremy Jones**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**Roger Steele**  
**Mark Stelk**

**Mayor:**

**Jeremy L. Jensen**

**City Administrator:**

**Marlan Ferguson**

**City Clerk:**

**RaNae Edwards**

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**7:00 PM**  
**Council Chambers - City Hall**  
**100 East 1st Street**

### **Call to Order**

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

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

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**Invocation - Pastor Michael Reiners, Peace Lutheran Church, 1710 N. North Road**

**Pledge of Allegiance**

**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.





# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item D-1

### **#2017-BE-1 - Consideration of Determining Benefits for Sanitary Sewer District No. 528**

*Council action will take place under Resolutions item I-7.*

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** February 14, 2017

**Subject:** Consideration of Determining Benefits for Sanitary Sewer District No. 528

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

## **Background**

The Certificate of Final Completion for Sanitary Sewer District No. 528 was approved on November 22, 2016 with December 27, 2016 set as the date for Council to sit as the Board of Equalization. Staff intended to create this as an assessment; however paragraph number 4 in Ordinance No. 9299, approved by City Council on July 12, 2011, contains language that created a connection district (a.k.a. tap). It is recognized that this was a mistake on the part of the City, and staff will work with property owners to address any resulting issues. A notice has been sent to all affected property owners explaining that costs will now be collected in full prior to connection to the City's sanitary sewer system via a tap district.

All work has been completed and special fees have been calculated for this sanitary sewer tap district.

## **Discussion**

Sanitary Sewer District No. 528 was created by City Council on July 12, 2011 through Ordinance No. 9299 in response to a petition the City received from four (4) property owners requesting sanitary sewer in the Wildwood Subdivision. Work on this sanitary sewer district was completed at a construction price of \$1,686,157.73 and additional costs of \$214,388.97 for a total district cost of \$1,900,546.70. The Engineers Certificate of Completion is attached detailing such costs.

Tap connection fees were reached using the following information, with supporting documentation attached.

Final District Cost	\$ 1,900,546.70
530T credit	\$ (436,395.96)
Swift Beef Co. credit (Per Res 2011-321)	\$ (245,000.00)
City Costs	\$ (254,150.74)
<b>Total Assessable Costs</b>	<b>\$ 965,000.00</b>

Connection Agreements & amount paid prior to project completion:

Property Owner	Address	Previous Fees Paid
Robco, LLC dba Fairbanks Equipment	5018 Antelope Dr	\$ 66,009.11
Rich and Sons Camper Sales of GI	5112 Antelope Dr	\$ 5,936.25
Total Previous Fees Paid		\$ 71,945.36

The attached resolution gives credit to the two (2) property owners currently connected to the sanitary sewer main in this district and notes amount due from each property, in the total amount of \$893,054.64.

A connection fee in the amount of the benefit accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer. Because of the urgent need, and the misunderstanding that this was an assessment district, some properties were allowed to connect. With the new understanding that this is a connection district, no additional properties benefited as determined by the attached resolution shall be connected to the sanitary sewer main until the connection fee is paid.

### **Alternatives**

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

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

### **Recommendation**

Public Works Administration recommends that the Council sit as the Board of Equalization to determine benefits and pass an Ordinance to levy a Special Tap Fee to individual properties.

### **Sample Motion**

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Sanitary Sewer District No. 528.

(Sample Motion for the Ordinance)

Move to approve the Ordinance levying the tap fees for Sanitary Sewer District No. 528.

STATE OF NEBRASKA       )  
                                      ) ss  
COUNTY OF HALL        )

**AFFIDAVIT OF MAILING**

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on January 31, 2017, she mailed copies of the "Notice of Board of Equalization Hearing – Sanitary Sewer District 528", which notice was first published in the Grand Island Independent on January 31, 2017, to the following named parties:

\*Robin Stauffer Trustee  
2304 E Cuming St  
Fremont, NE 68025

GMS Enterprises, Inc.  
5050 S Elk Dr  
Grand Island, NE 68803

Daniel P & Susan M Springer  
3344 W Wildwood Dr  
Grand Island, NE 68803

Central Cooperatives Nonstock Transport Co.  
5120 S Elk Dr  
Grand Island, NE 68803

\*Robco LLC, c/o Cody Wray  
2422 High Point Cir  
Wichita, KS 67205

\*Nebraska Transport Co., Inc.  
1225 Country Club Rd  
Gering, NE 69341-1738

Rich & Sons Camper Sales of GI  
5112 Antelope Dr  
Grand Island, NE 68803

\*American Freightways, Inc.  
3336 E 32nd St, #217  
Tulsa, OK 74135

\*BBRE Partnership  
PO Box 248  
Durand, WI 54736

Man Properties, LLC  
5212 S Antelope Dr  
Grand Island, NE 68803

JPK & CMA Enterprises, Inc.  
5018 S Elk Dr  
Grand Island, NE 68803

Such communications were properly posted and deposited in the United States mail.

Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: January 31, 2017

  
\_\_\_\_\_  
RaNae Edwards, City Clerk

Subscribed and sworn to before me this 31<sup>st</sup> date January, 2017.



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

**NOTICE OF  
BOARD OF  
EQUALIZATION HEARING**

Sanitary Sewer District No. 528  
Wildwood Subdivision  
Hall County, Nebraska

NOTICE is hereby given to all persons owning real estate in Sanitary Sewer District No. 528 in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on February 14, 2017 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sanitary sewer improvements therein. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why connection fees should not be made.

By order of the City Council,  
Grand Island, Nebraska.

RaNae Edwards, City Clerk  
31-7-14

## NOTICE OF BOARD OF EQUALIZATION HEARING

Sanitary Sewer District No. 528  
Wildwood Subdivision  
Hall County, Nebraska

NOTICE is hereby given to all persons owning real estate in Sanitary Sewer District No. 528 in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on February 14, 2017 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sanitary sewer improvements therein. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why connection fees should not be made.

By order of the City Council, Grand Island, Nebraska.

RaNae Edwards, City Clerk

**Publication Dates:**

January 31, 2017

February 7, 2017

February 14, 2017

# RESOLUTION 2017

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 528, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 528 to be the total sum of \$1,900,546.70, with credits of \$943,486.08 for a revised connection fee total of \$957,060.62; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 528, such benefits are the sums set opposite the several descriptions as follows:

## Sanitary Sewer District No. 528 -

Parcel #	Owner	Legal	Totals	Conn Amt Prev Paid	Grand Totals Per Owner
400215985	Robin Stauffer Trustee	Alda Twp PT SE 1/4 NE 1/4 & PT E 1/2 SE 1/4 1-10-10 87.48 ac	\$142,268.77	\$ -	\$142,268.77
400215977	Daniel P & Susan M Springer	Stauffer Sub Lot 1 5.03 ac	\$ 42,157.68	\$ -	\$ 42,157.68
400219298 400219433 400219441	Robco LLC, c/o Cody Wray	Lots 1, 2, 3, 14, 15 Wildwood Sub	\$131,989.15	\$ 2,003.13	\$129,986.02
400219336 400219360 400219417 400219425 400219352	Rich & Sons Camper Sales of GI	Lot 4, 7, 12, 13 Wildwood Sub & Lot 1 Hiser Sub	\$132,115.43	\$ 5,936.25	\$126,179.18
400219379 400219387 400219395 400219409	BBRE Partnership	Lot 8, 9, 10, 11 Wildwood Sub	\$ 96,707.89		\$ 96,707.89
400219468	JPK & CMA Enterprises, Inc.	Lot 1, Wildwood Second Sub	\$ 47,328.12	\$ -	\$ 47,328.12
400219476	GMS Enterprises, Inc.	Lot 2, Wildwood Second Sub	\$ 42,820.68	\$ -	\$ 42,820.68
400219484 400219492 400219506	Central Cooperatives Nonstock Transport Co.	Lot 18, 19, 20 Wildwood Sub	\$ 67,611.60	\$ -	\$ 67,611.60
400219522	Nebraska Transport Co., Inc.	Lot 21, 22 Wildwood Sub	\$ 91,696.51	\$ -	\$ 91,696.51
400219530	American Freightways, Inc.	Lot 23, 24, 25 Wildwood Sub	\$ 71,157.73	\$ -	\$ 71,157.73
400219549 400219557 400289377 400217171	Man Properties, LLC	Lot 26, 27 Wildwood Sub & Misc Tracts 12-10-10 PT NE ¼, NE ¼ & 12-10-10 PT NE ¼, NE 1/4	\$ 99,146.44	\$ -	\$ 99,146.44
<b>TOTALS:</b>			<b>\$965,000.00</b>	<b>\$ 7,939.38</b>	<b>\$957,060.62</b>

Approved as to Form ☐  
January 31, 2017 ☐ City Attorney

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



## RESOLUTION NO. 2017-

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2017-BE-x shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 528, such benefits are the sums set opposite the descriptions as follows:

**Sanitary Sewer District No. 528 -**

Parcel #	Owner	Legal	Totals	Conn Amt Prev Paid	Grand Totals Per Owner
400215985	Robin Stauffer Trustee	Alda Twp PT SE 1/4 NE 1/4 & PT E 1/2 SE 1/4 1-10-10 87.48 ac	\$142,268.77	\$ -	\$142,268.77
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400219468	JPK & CMA Enterprises, Inc.	Lot 1, Wildwood Second Sub	\$ 47,328.12	\$ -	\$ 47,328.12
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Approved as to Form ☐ \_\_\_\_\_  
January 31, 2017 ☐ City Attorney

RESOLUTION NO. \_\_\_\_\_ (Cont.)

400219522	Nebraska Transport Co., Inc.	Lot 21, 22 Wildwood Sub	\$ 91,696.51	\$ -	\$ 91,696.51
400219530	American Freightways, Inc.	Lot 23, 24, 25 Wildwood Sub	\$ 71,157.73	\$ -	\$ 71,157.73
400219549 400219557 400289377 400217171	Man Properties, LLC	Lot 26, 27 Wildwood Sub & Misc Tracts 12-10-10 PT NE ¼, NE ¼ & 12-10-10 PT NE ¼, NE 1/4	\$ 99,146.44	\$ -	\$ 99,146.44
<b>TOTALS:</b>			<b>\$965,000.00</b>	<b>\$ 7,939.38</b>	<b>\$957,060.62</b>

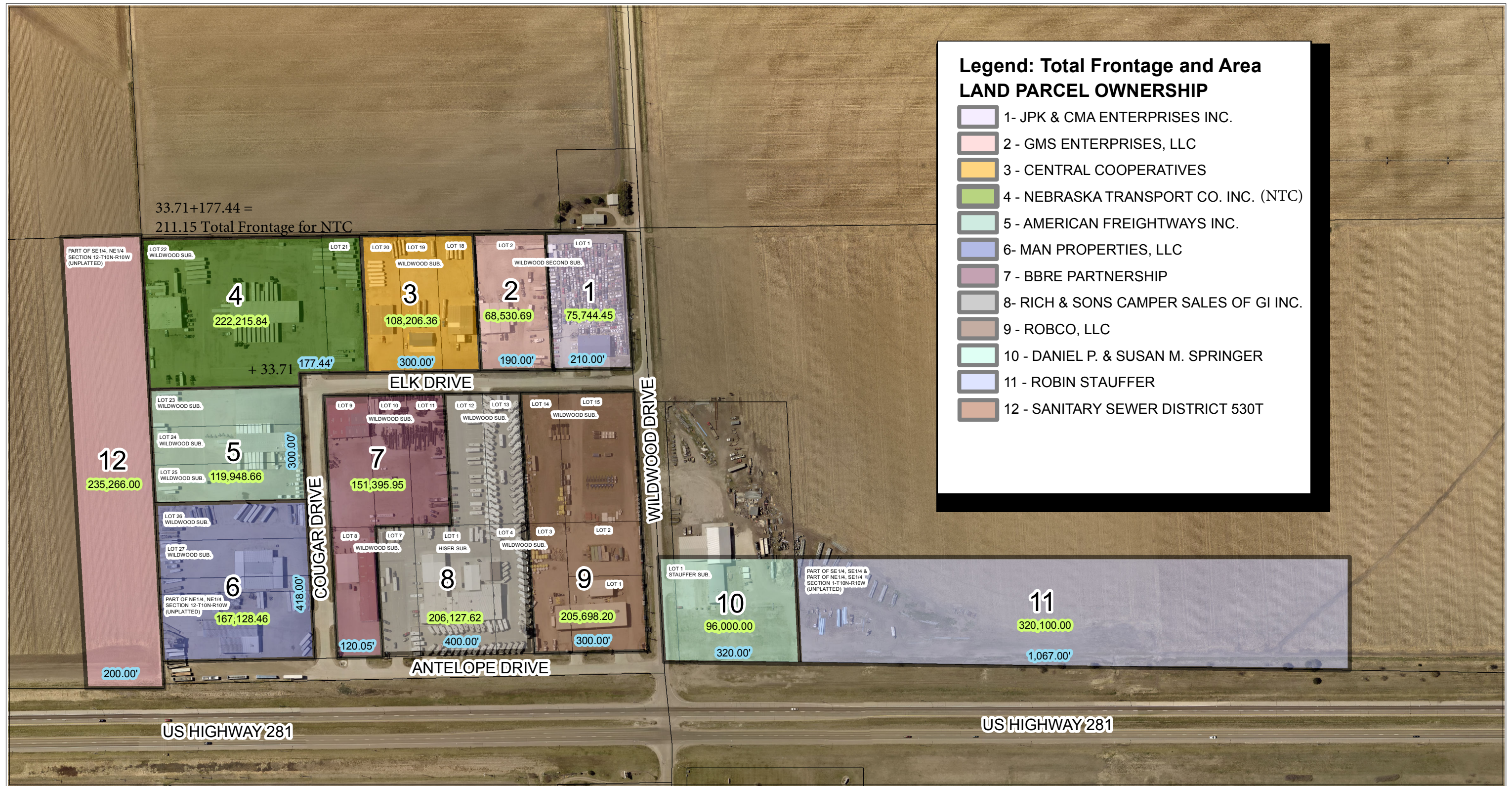
Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk







RESOLUTION NO. 2017-BE-1

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2017-BE-1 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 528, such benefits are the sums set opposite the descriptions as follows:

**Sanitary Sewer District No. 528 -**

Parcel #	Owner	Legal	Totals	Conn Amt Prev Paid	Grand Totals Per Owner
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400219379 400219387 400219395 400219409	BBRE Partnership	Lot 8, 9, 10, 11 Wildwood Sub	\$ 96,707.89		\$ 96,707.89
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400219484 400219492 400219506	Central Cooperatives Nonstock Transport Co.	Lot 18, 19, 20 Wildwood Sub	\$ 67,611.60	\$ -	\$ 67,611.60

Approved as to Form    ☐ \_\_\_\_\_  
February 8, 2017        ☐ City Attorney

RESOLUTION NO. 2017-BE-1 (Cont.)

400219522	Nebraska Transport Co., Inc.	Lot 21, 22 Wildwood Sub	\$ 91,696.51	\$ -	\$ 91,696.51
400219530	American Freightways, Inc.	Lot 23, 24, 25 Wildwood Sub	\$ 71,157.73	\$ -	\$ 71,157.73
400219549 400219557 400289377 400217171	Man Properties, LLC	Lot 26, 27 Wildwood Sub & Misc Tracts 12-10-10 PT NE ¼, NE ¼ & 12-10-10 PT NE ¼, NE 1/4	\$ 99,146.44	\$ -	\$ 99,146.44
<b>TOTALS:</b>			<b>\$965,000.00</b>	<b>\$71,945.36</b>	<b>\$893,054.64</b>

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Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item E-1

**Public Hearing on Request from Salome Bernal dba Rey de Espadas, 1403 S. Eddy Street for a Class “I” Liquor License**

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

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** February 14, 2017

**Subject:** Public Hearing on Request from Salome Bernal dba Rey de Espadas, 1403 So. Eddy Street for a Class “I” Liquor License

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

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

### **Declared Legislative Intent**

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

## **Discussion**

Salome Bernal dba Rey de Espadas, 1403 So. Eddy Street has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on sale only inside the corporate limits of the city.

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

Staff recommends denial of the application based upon the Police Department report and under the Nebraska Liquor Control Commission Rules and Regulations – 010.01 Falsification of Application and Nebraska State Statute 53-125.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to **deny** the application for Salome Bernal dba Rey de Espadas, 1403 So. Eddy Street for a Class "I" Liquor License based on the Police Department report and under the Nebraska Liquor Control Commission Rules and Regulations – 010.01 Falsification of Application and Nebraska State Statute 53-125.



02/09/17  
15:38

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : 09:30:00 01/23/2017  
Occurred before : 09:30:00 01/23/2017  
When reported : 09:30:00 01/23/2017  
Date disposition declared : 01/31/2017  
Incident number : L17011899  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor Lic Inv  
Incident address : 1403 EDDY ST S  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received :  
Agency code : GIPD GIPD Grand Island Police Dept  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number : RaNae  
Geobase address ID : 13842  
Long-term call ID :  
Clearance Code : CL CL Case Closed  
Judicial Status :  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	17056	02/08/17	Boltz, Roger H	Contacted
NM	65051	02/08/17	Fuentes, Sulma G	Involved
NM	68972	02/08/17	Pedroza-Jimenez, Herber O	Sulma's husband
NM	129736	02/08/17	Rendon, Griselda Griselda	Contacted
NM	216345	01/24/17	Bernal, Salome	Owner
NM	216346	01/24/17	Rey de Espadas,	Business

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	LT21 Restaurant	

LAW INCIDENT NARRATIVE:



02/09/17  
15:38

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 2

Liquor License Investigation  
Grand Island Police Department

Salome Bernal is applying for a Class I (beer, wine, distilled spirits, on sale only) Individual Retail Liquor License for his restaurant called "Rey de Espadas."

Date, Time: 1/24/17, 1020  
Reporting Officer: Vitera  
Unit- CID

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

-----  
1 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
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1	Vitera D	14:29:42 02/01/2017



02/09/17  
15:38

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 3

318

Grand Island Police Department  
Supplemental Report

Date, Time: Wed Feb 01 14:29:54 CST 2017  
Reporting Officer: Vitera  
Unit- CID

I received a copy of a Class I (beer, wine, distilled spirits, on sale only) Individual Retail Liquor License application from Salome Bernal for Rey de Espadas which is located at 1403 S. Eddy. I did a Spanish to English Google translation for Rey de Espadas, and it said, "king of swords." I will ask Salome about that when I interview him.

While perusing the application, I noticed that Salome only disclosed a conviction for going the wrong way on a one way. Salome also said that he's not borrowing money from any source to establish and/or operate the business, and he's never had a liquor license. Salome lived in Lexington from '96 until 2013 and has lived in Grand Island since then. His proposed business will be a bar and grill which will be open Wednesday through Sunday 5:00 PM to 1:00 AM. In his business plan, Salome says the building has a dance floor, and he plans on having a DJ. Besides an accountant and a bookkeeper, Salome says he's going to have Sulma Fuentes (family member) help with the management and then have at least one other full-time and one part-time employee.

I checked on Salome through Spillman and NCJIS. Salome didn't have an entry in Spillman, and I didn't find any undisclosed convictions in NCJIS. I called the Lexington Police Department and found the only contacts they had with Salome were in the capacity of being a victim, being warned on traffic violation and his involvement in a civil dispute.

Salome has a valid driver's license and doesn't have any outstanding warrants for his arrest. I also checked Salome through a law enforcement-only database which tends to provide mostly personal identifying information and information relating to civil matters, and I did not find anything out of the ordinary.

Nebraska State Patrol Investigator Joe Hansen and I met with Salome at the business on 2/3/17 at 0930 hours. Sulma Fuentes and Evelyn Montoya-Carcamo were also present. Salome identified Evelyn as a friend of his, and she acted as a translator. As noted above, Sulma is listed in the business plan of the application as a "family member" who will be involved with the management, yet Salome said Sulma is a friend whom he has only known for about two years. Sulma's husband (verbally identified as Herber Pedroza) was also present for a short time.

First of all, I asked Salome about the name of his business and what it means. He took a while to describe it but said it means "King of Spades." The sign on top of the business has a what appears to be a king sitting on his throne, a shield and two swords beside that, and what appears to be two bottles of beer at the bottom of the sign. When asked how he came up with the name, he said he has seen other businesses with that name and likes it. I didn't ask where he saw these other businesses. Investigator Hansen asked Salome if his business was going to be more of a bar or a restaurant. Salome immediately said, "bar." He advised that he doesn't plan on serving food.

I told Salome that his business plan says he is opening a "bar and grill," and



02/09/17  
15:38

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 4

he will serve a "variety of fast food options that I promise you will not be disappointed, they will be tasty and fascinating." The business plan goes on to say that they will have a "host who will guide customers to be seated." It also specifically talks about the kitchen where it says, "Currently I have the prep area, a grill, stove, refrigerators and an ice machine." More information about the food says, "The food I will offer will include Mexican food, Salvadorian food and American food..." The business plan says there will also be an "option for carry out" for the food. It goes on to say that Salome has calculated that a platter of food will cost him about \$4.50.

Salome was asked how much money he has invested in the business, and he said about \$8,000. His business plan says he has invested about \$30,000. Sulma interjected and said the \$30,000 figure includes improvements that haven't been completed yet. She also said the bar will offer some food. When Salome was asked why his business plan says the building was built in the 1800's (clearly not the case), Sulma said that number is how much money she thought the business would make in a weekend. I told her that seems pretty unlikely to confuse the year the building was built with the amount of money the business expects to make in a weekend. Salome acted as if he had no idea as to what the business plan said.

It became increasingly clear to me that Sulma had done the business plan and is probably more involved in the business to the point where she should be on the liquor license application. Sulma acknowledged she did the business plan with the assistance of Griselda Rendon who works for the Rural Enterprise Assistance Project (REAP). Sulma said that she and her husband have helped with the remodeling of the business. When asked if Sulma is sharing in the profits of the business, Sulma and Salome each said that she is not. Sulma went on to say that she has a business on 4th Street called "Princess Closet." I clarified that she is the owner of that business, and she said her son owns the business. Her son is 18 years old. She described the business as selling dresses to young girls. Sulma said her son works at an automobile parts store. Princess Closet sounds like Sulma's business except on paper which also appears to be the case with Rey de Espadas. Another example linking Sulma's involvement in the business is the fact that she is from El Salvador, and the business plan referred to selling Salvadorian food. Salome is from Guatemala.

I asked Salome about his security plans. Salome didn't have any. He said he would see how busy he is and decide from there. Investigator Hansen and I told Salome he should be more proactive in that regard and have security lined up ahead of time. Salome was given several examples of how his club could quickly get out of control. We also told him it would be a good idea to have video cameras installed. Salome was warned about the all the criminal, civil, and administrative liability involved with being a liquor license holder. Salome hadn't thought much about any of it.

While speaking with Salome and Sulma, a man walked into the business and identified himself as Roger from Woods Brothers Realty. Roger asked Salome if the rent and utility bills were caught up yet. Salome didn't know, but Sulma said they had been paid. After Roger left, I asked Sulma who paid the utility bill, how much was paid, and in what form the payment was made. Sulma said she paid \$500 to the owner's daughter in cash. She said she received the cash from Salome who told me he just had the cash at his house. It wasn't directly taken out of a bank account for the purpose of paying the bill. When asked why Sulma was paying the bill instead of Salome, Sulma said that since Salome works at night he was unable to make a morning meeting to pay the bill. I told Sulma I found it difficult to believe that someone wanting to collect money wouldn't be



02/09/17  
15:38

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 5

more flexible and meet in the afternoon.

After Roger left, I told Salome and Sulma that I thought this was a "straw" application where Sulma is the person wanting the liquor license and is unable to get one, so she is using Salome for it since he is a citizen of the U.S. and has a clean record. They each denied this allegation. Before departing the business, I told Salome that I would call Evelyn and let her know if the police department was not going to give them a favorable recommendation to the council.

On 2/7/17, I called Woods Brothers Realty and asked for Roger. I was connected with Roger Boltz who said he was the person who had gone into Rey de Espadas on Friday asking about the rent and utility bills. I identified myself to Roger and explained the reason for my call. Roger couldn't remember the names of the people involved, but he described his involvement with them to me.

Roger advised that he was told that the woman he initially dealt with is in the country with just a work permit and can't get a liquor license on her own (fits the description of Sulma). Roger went on to say that the woman paid the rent for the first month, and after that, he usually dealt with the woman's daughter whom he described as attending GISH and being old enough to drive. Roger then told me that the woman he initially dealt with was on the original lease agreement, but he later received a call from someone he thought was from legal aid (later determined to be Griselda Rendon with REAP) asking that the woman's name be taken off of the lease agreement. Roger consulted with the owner of the building and agreed to take the woman's name off of the lease agreement and just leave the man's name on it. Roger said he would send me a copy of the original lease agreement which I received on 2/9/17. As Roger stated, Sulma Fuentes' name was on the lease along with Salome's.

On 2/8/17, I spoke with Griselda Rendon over the phone about her involvement with Rey de Espadas' liquor license application. Griselda said Sulma had contacted Mirna Delgado at Five Points bank for assistance, and Mirna referred Sulma to Griselda. Griselda said Sulma and Salome were originally going to be partners in the business until Griselda called the Nebraska Liquor Control Commission (NLCC) and found out that Sulma couldn't get a partnership liquor license because of her immigration status. Griselda said that Sulma had been helping clean the building, and Sulma's daughter had helped with the original lease agreement.

Griselda confirmed that Griselda was the person who called the "landlord" and asked that Sulma's name be taken off of the lease agreement. Griselda also said that she provided a template for the business plan that accompanied Rey de Espadas' liquor license application. Griselda said she had about four meetings with Sulma and/or Salome. Griselda didn't think Salome really knew what was going on. She wondered if he was just tired at some of their earlier meetings since he had been working nights.

Also on 2/9/17, I called our local ICE office and checked on Sulma. I was told that Sulma is technically in the country illegally, but she has a valid work permit.

I believe Salome was involved with this application from the beginning but Sulma Fuentes was as well until she was told she can't be on paper. My investigation has revealed that Sulma's involvement in this application is inseparable. To summarize, Sulma answered questions during the interview that Salome couldn't. Sulma and her husband have been cleaning and remodeling the building. Sulma paid the first month's rent. Sulma paid the last utility bill. Sulma did the



02/09/17  
15:38

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 6

business plan with the help of Griselda. Salome is from Guatemala, yet part of the business plan says Rey de Espadas will serve Salvadorian food. Sulma is from El Salvador. Sulma has a business in her son's name that appears to be Sulma's business.

The Grand Island Police Department's recommendation to the Council is to not give this application local approval. It could be denied under the NLCC Rules and Regulations "Falsification of Application- 010.01" which states:

No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license.

In addition, Nebraska State Statute 53-125, in part, states: No license of any kind shall be issued to...(11) a person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee..."

Salome's application is an individual application which requires the applicant to be a citizen of the U.S. In Salome's business plan, he refers to Sulma as being involved with the management. Sulma is not a U.S. citizen.

I called Griselda Rendon on 2/9/17 and asked her (through voicemail) to call Salome and inform him that the police department is recommending a denial.



**FALSIFICATION OF APPLICATION**

**010.01** No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license.

**FALSIFICATION OF INFORMATION**

**011.01** No licensee or partner, principal, agent or employee of any licensee shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director or employees. Any violation of this provision may result in suspension, cancellation or revocation of such license.



# Nebraska Revised Statute 53-125

Revised Statutes » Chapter 53 » 53-125

53-124.15

|  
53-126

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## **53-125. Classes of persons to whom no license issued.**

No license of any kind shall be issued to (1) a person who is not a resident of Nebraska, except in case of railroad, airline, or boat licenses, (2) a person who is not of good character and reputation in the community in which he or she resides, (3) a person who is not a citizen of the United States, (4) a person who has been convicted of or has pleaded guilty to a felony under the laws of this state, any other state, or the United States, (5) a person who has been convicted of or has pleaded guilty to any Class I misdemeanor pursuant to Chapter 28, article 3, 4, 7, 8, 10, 11, or 12, or any similar offense under a prior criminal statute or in another state, except that any additional requirements imposed by this subdivision on May 18, 1983, shall not prevent any person holding a license on such date from retaining or renewing such license if the conviction or plea occurred prior to May 18, 1983, (6) a person whose license issued under the Nebraska Liquor Control Act has been revoked for cause, (7) a person who at the time of application for renewal of any license issued under the act would not be eligible for such license upon initial application, (8) a partnership, unless one of the partners is a resident of Nebraska and unless all the members of such partnership are otherwise qualified to obtain a license, (9) a limited liability company, if any officer or director of the limited liability company or any member having an ownership interest in the aggregate of more than twenty-five percent of such company would be ineligible to receive a license under this section for any reason other than the reasons stated in subdivisions (1) and (3) of this section, or if a manager of a limited liability company licensee would be ineligible to receive a license under this section for any reason, (10) a corporation, if any officer or director of the corporation or any stockholder owning in the aggregate more than twenty-five percent of the stock of such corporation would be ineligible to receive a license under this section for any reason other than the reasons stated in subdivisions (1) and (3) of this section, or if a manager of a corporate licensee would be ineligible to receive a license under this section for any reason. This subdivision shall not apply to railroad licenses, (11) a person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee, (12) a person who does not own the premises for which a license is sought or does not have a lease or combination of leases on such premises for the full period for which the license is to be issued, (13) except as provided in this subdivision, an applicant whose spouse is ineligible under this section to receive and hold a liquor license. Such applicant shall become eligible for a liquor license only if the commission finds from the evidence that the public interest will not be infringed upon if such license is granted. It shall be prima facie evidence that when a spouse is ineligible to receive a liquor license the applicant is also ineligible to receive a liquor license. Such prima facie evidence shall be overcome if it is shown to the satisfaction of the commission (a) that the licensed business will be the sole property of the applicant and (b) that such licensed premises will be properly operated, (14) a person seeking a license for premises which do not meet standards for fire safety as established



by the State Fire Marshal, (15) a law enforcement officer, except that this subdivision shall not prohibit a law enforcement officer from holding membership in any nonprofit organization holding a liquor license or from participating in any manner in the management or administration of a nonprofit organization, or (16) a person less than twenty-one years of age.

When a trustee is the licensee, the beneficiary or beneficiaries of the trust shall comply with the requirements of this section, but nothing in this section shall prohibit any such beneficiary from being a minor or a person who is mentally incompetent.



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## Introduction and Request for Funds

NEBRASKA LIQUOR

CONTROL COMMISSION

El Rey de Espadas Bar and Grill, is a dream come true. I, Salome Bernal, owner of El Rey de Espadas is pleased to be able to bring to Grand Island this bar and grill, a place where people can come in and enjoy good food and a welcoming atmosphere, a dance floor will be available with the best D.J. music. I have always worked for someone else and have seen them grow and now I have received the opportunity of my life, to be my own boss, to have my own business. I will be offering a variety of fast food options that I promise you will not be disappointed, they will be tasty and fascinating.

I have an invested amount of about \$30,000 in equipment and remodeling of the building where El Rey de Espadas is going to have its home.

## Pertinent Business Descriptions

Rey de Espadas is the name of the business to be started in Grand Island, Nebraska. This business will be starting January 1, 2017 by owner Salome Bernal. The business is located at 1403 S Eddy Street, Grand Island, NE 68801.

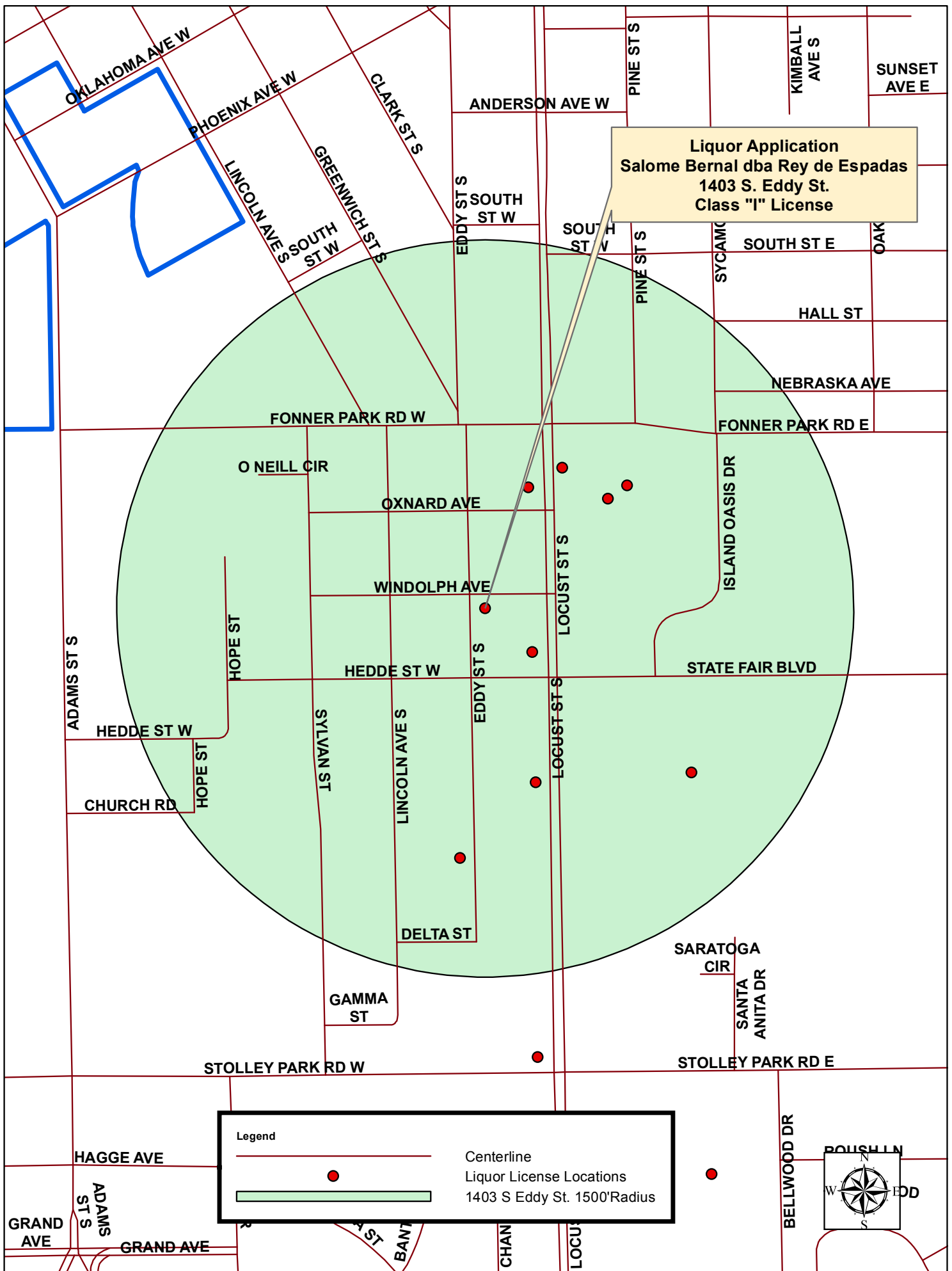
The building where the restaurant will be, was built in the 1800's. The building was a bar in the past and then a small grocery market but now it will be the home of El Rey de Espadas Bar and Grill. For now the building will be leased on a year to year basis with option to renew contract.

The layout of the facility is as follows. As you walk in the front door the first thing will be a desk for the cashier and the host who will guide customers to be seated. To follow will be tables and chairs against the walls and a bar with stools will be towards the middle of the building where you will also find the dance floor. There will be two bathrooms, male and female, which are located towards the back of the building. The kitchen will be in the back of the building in front of the storage room but behind the bar. Currently I have the prep area, a grill, stove, refrigerators and an ice machine.

To start the legal structure of the business will be of a sole-proprietorship. Currently do not have an attorney but have considered one if need one. I have Yetzira Calvillo for an Accountant to assist with payroll and tax services and will have a family member help with bookkeeping aswell.

Sulma Fuentes, a family member will be involved with the management and she will attend trainings to increase knowledge. Sulma will be the only member to assist, and I plan on having at least one full-time employee and one part-time employee.

Even when unemployment rate is low in this community, I do not foresee running into trouble to find employees. The opening of El Rey de Espadas will create opportunities for local community members to apply for employment.





# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item E-2

**Public Hearing on Redevelopment Plan for CRA Area 6 located at  
204 Carey Avenue (Think Smart, LLC)**

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

Staff Contact: Chad Nabity



# **Council Agenda Memo**

**From:** Chad Nabity, AICP

**Meeting:** February 14, 2017

**Subject:** Site Specific Redevelopment Plan for CRA Area 6

**Presenter(s):** Chad Nabity, AICP CRA Director

## **Background**

In 2008, the Grand Island City Council declared property referred to as CRA Area 6 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for site acquisition, improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Think Smart Properties LLC has submitted an application for Tax Increment Financing to aid in the redevelopment of property to acquire and prepare for the construction of a four-unit apartment building at 204 N. Carey Avenue, at the northwest corner of George and Carey Streets. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on December 14, 2016 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on January 4, 2017. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on January 4, 2017. The Planning Commission approved Resolution 2017-02 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 232 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

## **Discussion**

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area 6 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for site acquisition, site preparation, planning activities, public amenities, necessary utility extensions and improvements, and fees associated with the redevelopment project. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as a eligible TIF project and that it will not negatively impact existing services within the community or shift undo additional costs onto the current residents of Grand Island and the impacted school districts. There are a minimum of \$48,150 of identified expenses eligible for Tax increment financing associated with the proposed redevelopment plan amendment. The bond for this project will be issued for a period of 8 years and will end upon final payment of the bond principal and any associated interest. The proposed bond for this project will be issued for the expected TIF proceeds for the 8 year period of \$48,150.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment  
Grand Island CRA Area #6  
December 2016**

**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 PROPERTY AT 204 N CAREY AND THE SUBSEQUENT SITE WORK, UTILITY IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR BUILDING A FOUR UNIT APARTMENT BUILDING AT THIS LOCATION.

The use of Tax Increment Financing (TIF) to aid in acquisition of this site and costs associated with redevelopment of this site for a four unit apartment building. The use of TIF 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.

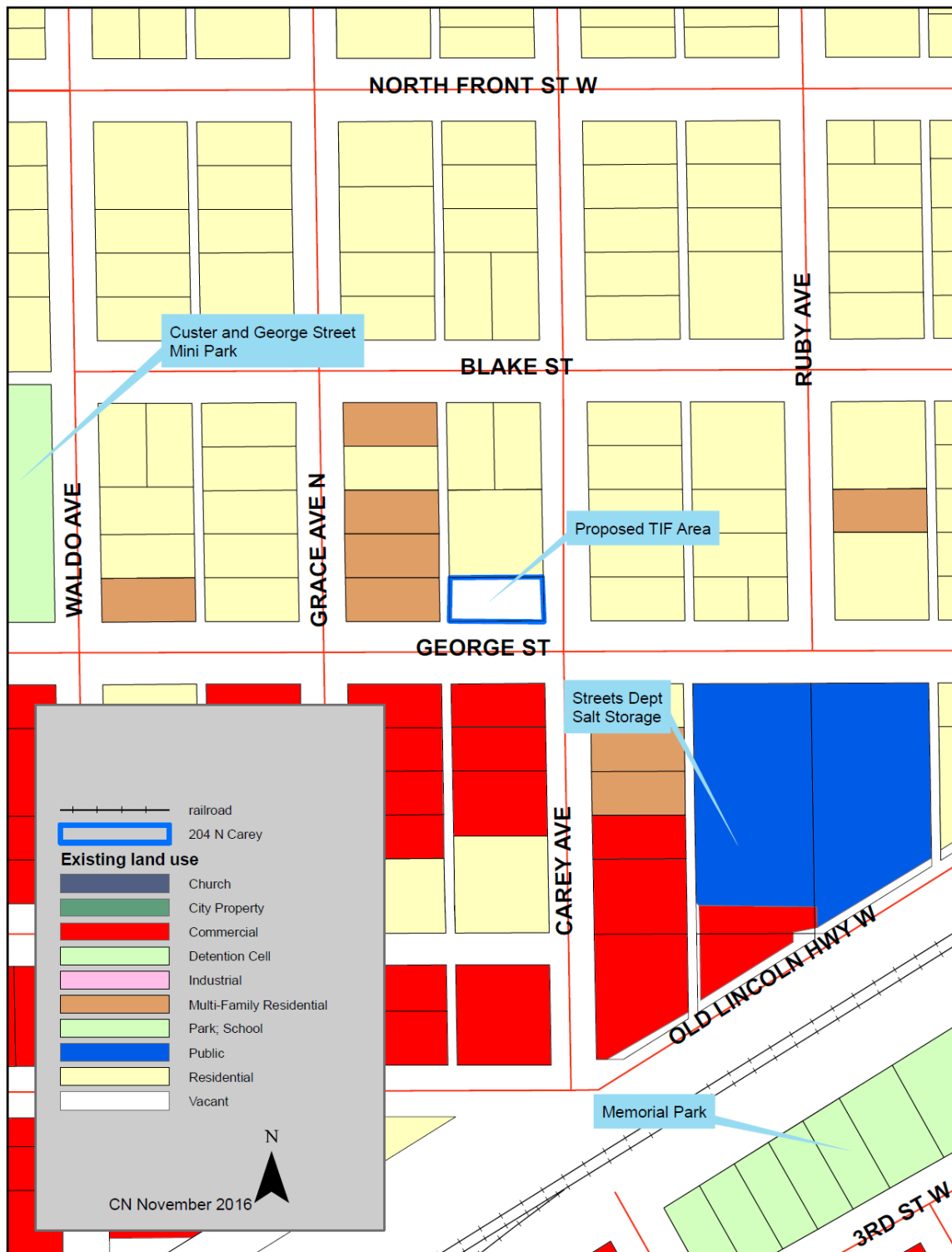
The site is will be acquired for by the developer if TIF is approved. All site work, fee, engineering cost and utility extensions or services will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated 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, 2018 towards the allowable costs and associated financing for the acquisition and site work.

**TAX INCREMENT FINANCING TO PAY FOR THE ACQUISTION 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 northeast corner of 204 N Carey in north central Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lot 1 Block 29 of Packer and Barr’s Second Addition to the City of Grand Island.





**The tax increment will be captured for the tax years with payments due beginning in 2018 and ending no later than 2032.**

**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 four-plex apartment 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, 2018.

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:***

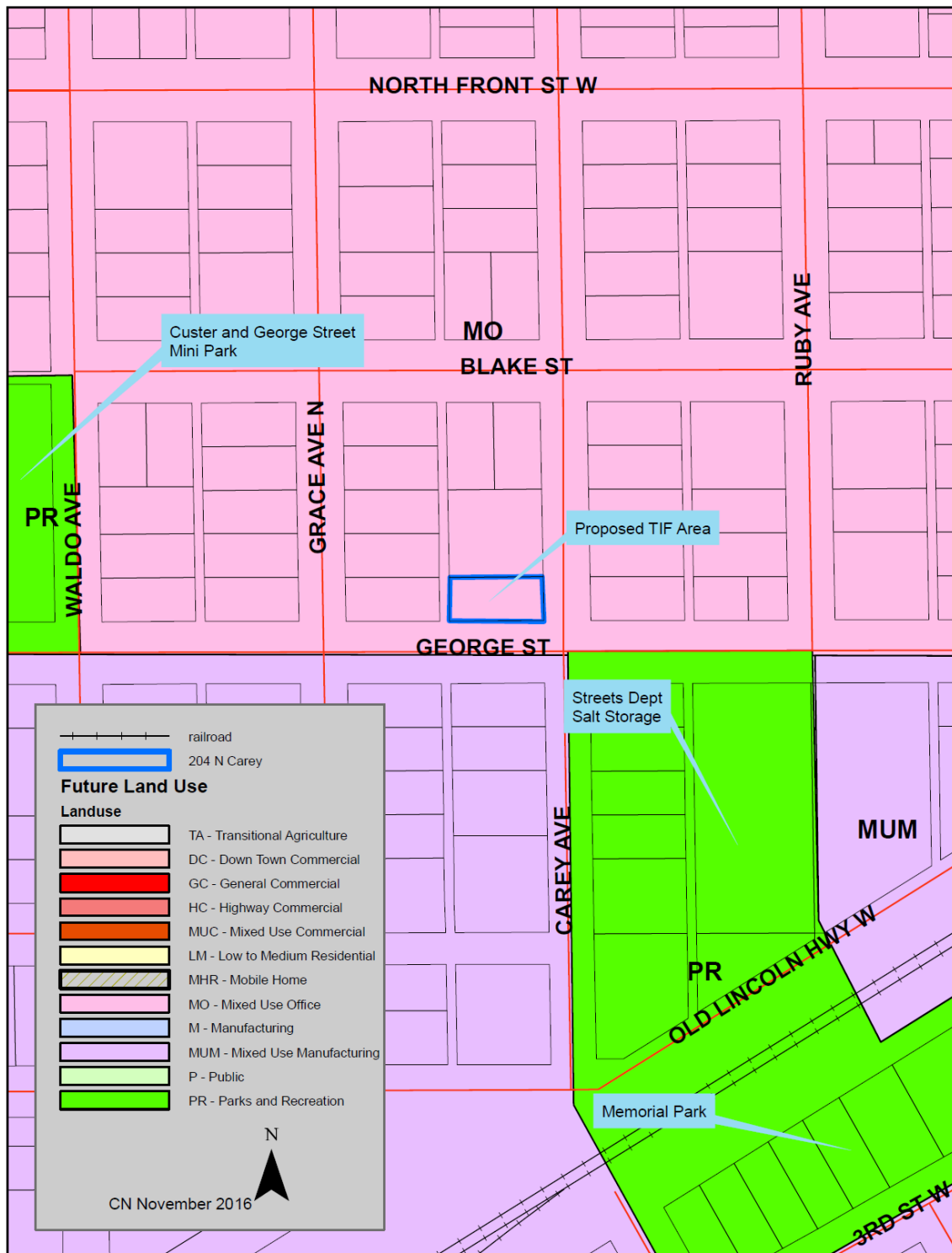
The Redevelopment Plan for Area #6 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

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

The project to be implemented with this plan does not require the demolition and removal of an existing structure.

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

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for medium density residential to office use development, this includes housing at densities substantially higher than presented in this application. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned R4-High Density Residential 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 R4 zoning district allows 1 dwelling unit per 1,000 square feet of property. The lots contains 6,720 square feet of property; enough to legally accommodate up to six housing units. The property is zoned R4 and could accommodate a building of up to 60% of the property area; allowable coverage would be about 4,032 square feet. The proposed units including the attached garages will cover about 3,600 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.

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, owned by the developer is currently vacant, no relocation is contemplated or necessary. [§18-2103.02]**

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

**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 contingent on TIF availability. The \$28,000 cost of property acquisition is included as a TIF eligible expense. Costs for site preparation and flat concrete of \$9,650 are included as a TIF eligible expense.

Engineering and design fees are estimated at \$1,000 and are included as a TIF eligible expense. Fees and reimbursement to the City and the CRA of \$5,700 are included as a TIF eligible expense. Developer planning costs including legal and design fees of \$4,800 are included as a TIF eligible expense. The total of eligible expenses for this project is \$48,150.

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 \$48,150 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, 2018 through December 2032.

***c. Statement of feasible method of relocating displaced families.***

No families will be displaced as a result of this plan. There is no structure on the property and the property is unoccupied.

**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 residential lots. New residential development will 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 February and December of 2017. Excess valuation should be available for this project for 15 years beginning with the 2018 tax year.

## **9. Justification of Project**

This is a residential neighborhood characterized by a combination of small apartment buildings and single family dwellings on smaller lots. The lot has been vacant and undeveloped for at least 26 years. The residential property to the north is a metal building that is essentially a large garage with a dwelling unit inside. That building is more industrial in nature than residential. The properties to the west are multi-family buildings similar in nature to the proposed building. The City of Grand Island is in need of additional housing units and this development will provide 4 brand new units. This is infill development in an area with all city services available. This project does not propose to tear down any buildings with historic value.

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

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

**Project Sources and Uses.** Approximately \$48,150 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$451,850 in private sector financing; a private investment of \$9.38 for every TIF dollar invested.

<b>Use of Funds.</b>			
<b>Description</b>	<b>TIF Funds</b>	<b>Private Funds</b>	<b>Total</b>
Site Acquisition	\$28,000		\$28,000
Site preparation	\$3,000		\$3,000
Legal and Plan	\$10,500		\$10,500
Building Costs		\$447,883	\$447,883
Flat Concrete	\$6,650	\$3,967	\$10,617
TOTALS	\$48,150	\$451,850	\$500,000



**Tax Revenue.** The property to be redeveloped is anticipated to have a January 1, 2018, valuation of approximately \$519,140. Based on the 2015 levy, this would result in a real property tax of approximately \$11,007. It is anticipated that the assessed value will increase by \$510,740 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$10,800 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city or other taxing entity general tax revenues, for a period of 8 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2017 assessed value:	\$ 8,400
Estimated value after completion	\$ 519,140
Increment value	\$ 510,740
Annual TIF generated (estimated)	\$ 10,800
TIF bond issue	\$ 48,150

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

The redevelopment project area currently has an estimated valuation of \$8,400. The proposed redevelopment and subsequent construction of a four-unit apartment building at this location will result in an additional \$510,740 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 the construction company that will be building this structure. 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 four (4) 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. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District.



This neighborhood has not had a great deal of new development in many years. Projects like this are starting to create a positive impact in the neighborhood. The location of this lot with commercial uses to the south and residential uses that look like commercial uses to the north make it a difficult property to redevelop without assistance.

### **Time Frame for Development**

Development of this project is anticipated to be completed between February 2017 and December of 2017. The base tax year should be calculated on the value of the property as of January 1, 2017. Excess valuation should be available for this project for 15 years beginning in 2018 with taxes due in 2019. 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 8 years or an amount not to exceed \$48,150 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, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend at least \$48,150 on TIF eligible activities.

**See Attached Building Plans**



## BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

### Project Redeveloper Information

Business Name: [Think Smart Properties LLC](#)  
Address: [PO Box 5632, Grand Island, NE 68802-5632](#)  
Telephone No.: [308.210.4008](#)  
Fax No.: [308.210.4009](#)  
Contact: [Heath Reinders](#)

### Brief Description of Applicant's Business:

[Think Smart Properties, LLC develops, owns and rents residential property](#)

### Present Ownership Proposed Project Site:

[Douglas Luth owns the Property at 204 N Carey or Lot One \(1\), in Block Twenty-Nine \(29\), in Packer & Barr's Second Addition to the City of Grand Island, Hall County, Nebraska](#)

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

[Construct a four-plex. Each unit will have an attached garage. Three of the units will have two bedrooms, two bathrooms and a two car attached garage. The fourth unit which will have three bedrooms, two bathrooms, and a one car attached garage. Please see exhibit A for a site plan.](#)

If Property is to be Subdivided, Show Division Planned:

No subdivision planned

VI. Estimated Project Costs:

Acquisition Costs:

A.	Land	28,000
B.	Building	0

Construction Costs:

A.	Renovation or Building Costs:	0
B.	On-Site Improvements:	6,650

Soft Costs:

A.	Architectural & Engineering Fees:	1,000
B.	Financing Fees:	
C.	Legal/Developer/Audit Fees:	8,500
D.	Contingency Reserves:	4,000
E.	Other (Please Specify)	0
TOTAL		48,150

Total Estimated Market Value at Completion: 450,000

Source of Financing:

A.	Developer Equity:	150,000
B.	Commercial Bank Loan:	301,850
C.	Tax Credits:	
	1 N.I.F.A.	0
	2 Historic Tax Credits	0
D.	Industrial Revenue Bonds:	0
E.	Tax Increment Assistance:	48,150
F.	Other	0

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

General Contractor & Designer:

Sean O'Connor Construction, Inc  
PO Box 5916  
Grand Island, NE 68802-5916  
308.381.2497  
308.381.1285

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

\$11,007 (See Exhibit B for Assessor's Calculation)

Project Construction Schedule:

Construction Start Date:

Upon TIF Application Acceptance (weather permitting)

Construction Completion Date:

Six (6) Months after start date

If Phased Project:

Not Phased

XII. Please Attach Construction Pro Forma

See Exhibit C

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

See Exhibit D

TAX INCREMENT FINANCING REQUEST INFORMATION

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

\$48,150 of tax increment financing is requested to assist in the acquisition, site preparation and construction of new residential housing.



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

Tax increment financing makes this project feasible in this area. Developer desires to construct new housing units with garages to assist with the Neighborhood Redevelopment Plan Number 6. Rents in this area will not support new housing units. Other units have been constructed within one block of this site with the assistance of TIF and have been successful in helping to revitalize the area. This parcel has remained undeveloped.

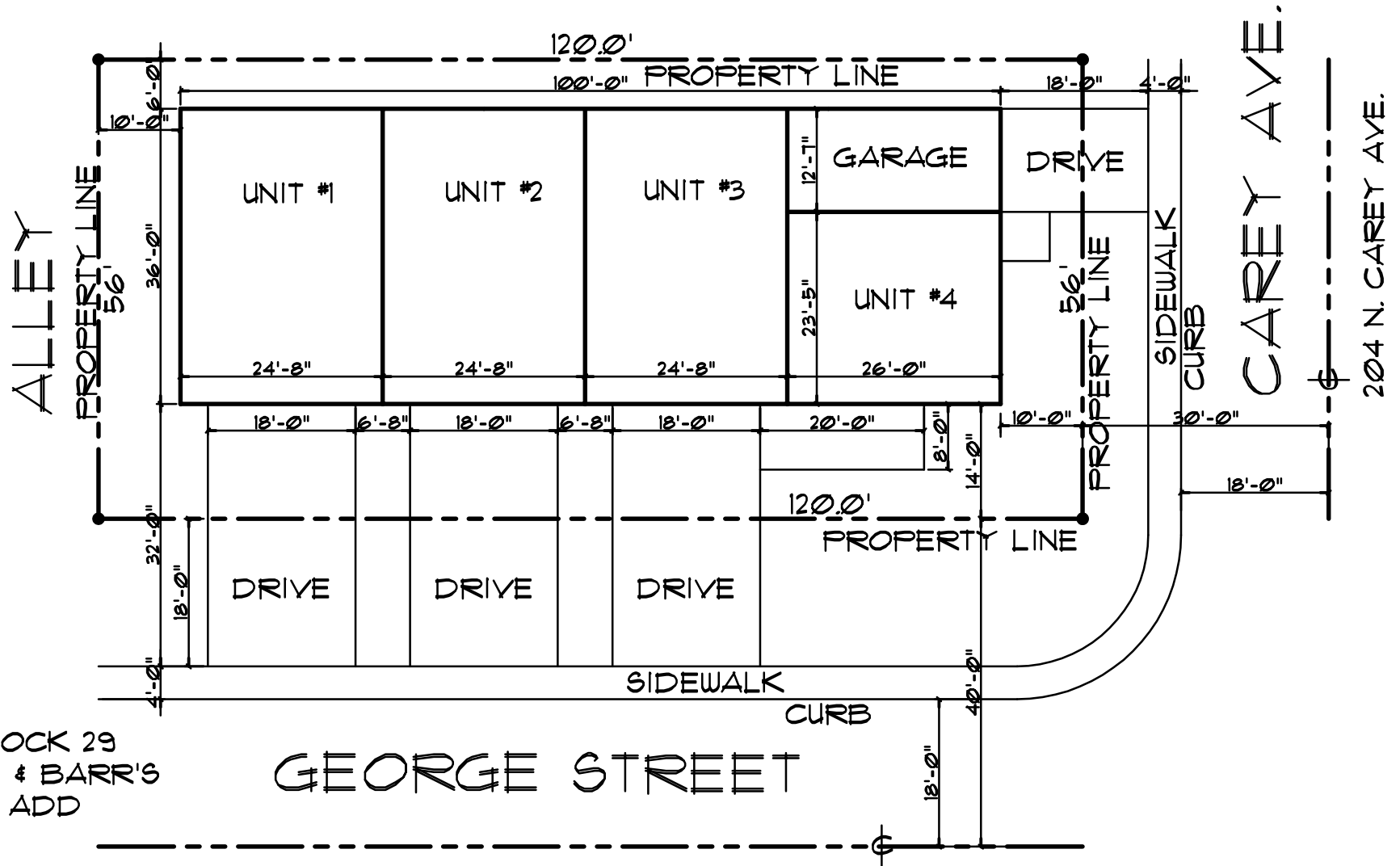
Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

Roger Heffelfinger, Exchange Bank	308.382.2900
Bruce Schreiner, Schroeder & Schreiner, PC	308.381.1355
Krae Dutoit, Gary Thompson Agency	308.384.0388
Andy Baack, Leininger Smith Law Firm	308.382.0280

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

N/A – Applicant is a new legal entity

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



LEGAL: LOT 1 BLOCK 29  
PACKER & BARR'S  
SECOND ADD



Think Smart Properties  
 204 N Carey Avenue, Grand Island, NE 68803  
 Projected Cash Flow

Existing Assessed Value and Real Estate Tax on Project Site

Parcel Number	Assessed Value (2015)			Taxes
	Improvements	Land	Total	
400071142	-	8,400	8,400	178
	-	8,400	8,400	178

Estimated Real Estate Taxes on Project Site Upon Completion of Project

Proposed Assessed Value	519,140
Current Tax Rate	2.1190%
Estimated Annual Real Estate Tax after Project Completion	11,001
Estimated Annual Real Estate Tax per Assesor	11,007
Less: Existing Annual Real Estate Tax	(178)
Estimated Increase in Annual Real Estate Tax	10,829

Exhibit B

# HALL COUNTY ASSESSOR'S OFFICE



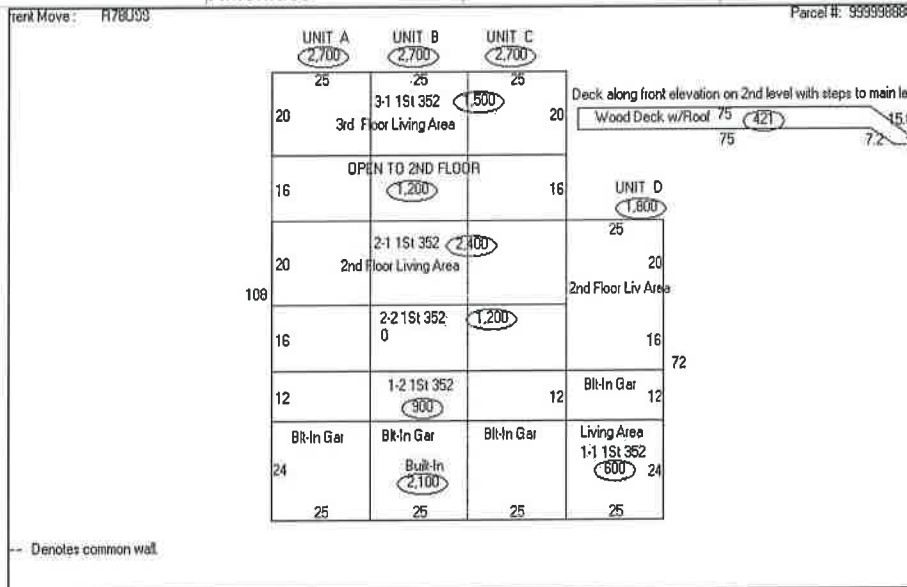
Commercial Property Record Card



Data Provided By: JANET L. PELLAND County Assessor. Printed on 09/29/2016 at 08:38:31A

Parcel Information		Ownership Information	
Parcel Number	999998888	Current Owner	SEAN O'CONNOR
Map Number		Address	422 S GUNBARREL RD
Situs	204 N CAREY	City St. Zip	GRAND ISLAND NE 68801-
Legal	WHAT IF FOR SEAN O'CONNOR (4 PLEX @ CAREY & GEORGE) 400071142	Cadastral #	

Property Data			
Neighborhood	645	Topography	
Lot Width		Street	
Lot Depth		Utilities	
Units Buildable		Amenities 1	
Value Method		Amenities 2	
		Number of Units	
		Unit Value	
		Adjustment	
		Lot Value	



Building Data													
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys. Func. RCNLD
1	1	352	RESIDENCE, MULTIPLE	2016	D		300	40	600	98	1	8	40,566
1			BUILT-IN GARAGE	2016					2,100				34,419
1			WOOD DECK W/ROOF	2016					421				4,328
2	1	352	RESIDENCE, MULTIPLE	2016	D		300	40	1,200	182	1	16	100,656
2	2	352	RESIDENCE, MULTIPLE	2016	D		300	40	2,400	272	1	8	162,264
2	3	352	RESIDENCE, MULTIPLE	2016	D		300	40	900	174	1	16	75,492
3	1	352	RESIDENCE, MULTIPLE	2016	D		300	40	1,500	190	1	8	101,415

Cost Approach From Marshall & Swift				Potential Gross Income			
Total Building Area	6,600					Contract	Market
Total Building RCN	480,393			Vacancy & Collection Loss			
Total Refinements	38,747			Effective Income			
Total Replacement Cost New	519,140			Total Expenses			
Total Phys. & Func. Depreciation				Net Operating Income			
RCN Less Phys. & Func.	519,140			Capitalization Rate			
Economic Depreciation				Income Approach			
Accrued Economic depreciation				Final Value Reconciliation			519,140
Total RCN Less Depreciation	519,140			<i>Average quality</i> <i>Estimated Tax \$11,006.76</i>			
Additional Lump Sums							
Land Value							
Total Cost Value	519,140						
Value Per Res Unit	129,785.00						
Value Per Sq. Ft.	78.66						

\*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.

Exhibit B

# HALL COUNTY ASSESSOR'S OFFICE



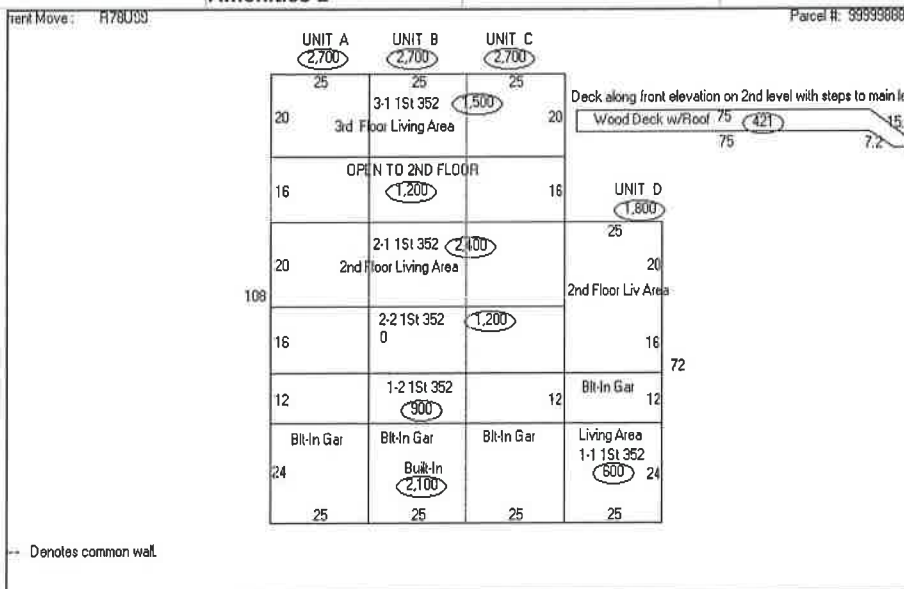
Commercial Property Record Card



Data Provided By: JANET L. PELLAND County Assessor. Printed on 09/20/2016 at 09:51:31A

Parcel Information		Ownership Information	
Parcel Number	999998888	Current Owner	SEAN O'CONNOR
Map Number		Address	422 S GUNBARREL RD
Situs	204 N CAREY	City St. Zip	GRAND ISLAND NE 68801-
Legal	WHAT IF FOR SEAN O'CONNOR (4 PLEX @ CAREY & GEORGE) 400071142	Cadastral #	

Property Data			
Neighborhood	645	Topography	
Lot Width		Street	
Lot Depth		Utilities	
Units Buildable		Amenities 1	
Value Method		Amenities 2	
		Number of Units	
		Unit Value	
		Adjustment	
		Lot Value	



Building Data													
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec RCN	Phys. Func. RCNLD
1	1	352	RESIDENCE, MULTIPLE	2016	D		350	40	600	98	1	8	47,814
1			BUILT-IN GARAGE	2016					2,100				39,900
1			WOOD DECK W/ROOF	2016					421				4,328
2	1	352	RESIDENCE, MULTIPLE	2016	D		350	40	1,200	182	1	16	118,656
2	2	352	RESIDENCE, MULTIPLE	2016	D		350	40	2,400	272	1	8	191,256
2	3	352	RESIDENCE, MULTIPLE	2016	D		350	40	900	174	1	16	88,992
3	1	352	RESIDENCE, MULTIPLE	2016	D		350	40	1,500	190	1	8	119,535

Cost Approach From Marshall & Swift				Potential Gross Income			
Total Building Area	6,600			Contract		Market	
Total Building RCN	566,253	Vacancy & Collection Loss					
Total Refinements	44,228	Effective Income					
Total Replacement Cost New	610,481	Total Expenses					
Total Phys. & Func. Depreciation		Net Operating Income					
RCN Less Phys. & Func.	610,481	Capitalization Rate					
Economic Depreciation		Income Approach					
Accrued Economic depreciation		Final Value Reconciliation					610,481
Total RCN Less Depreciation	610,481	<i>Average + quality</i> <i>Estimated tax \$12,943.38</i>					
Additional Lump Sums							
Land Value							
Total Cost Value	610,481						
Value Per Res Unit	152,620.25						
Value Per Sq. Ft.	92.50						

\*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.

Exhibit B

# HALL COUNTY ASSESSOR'S OFFICE



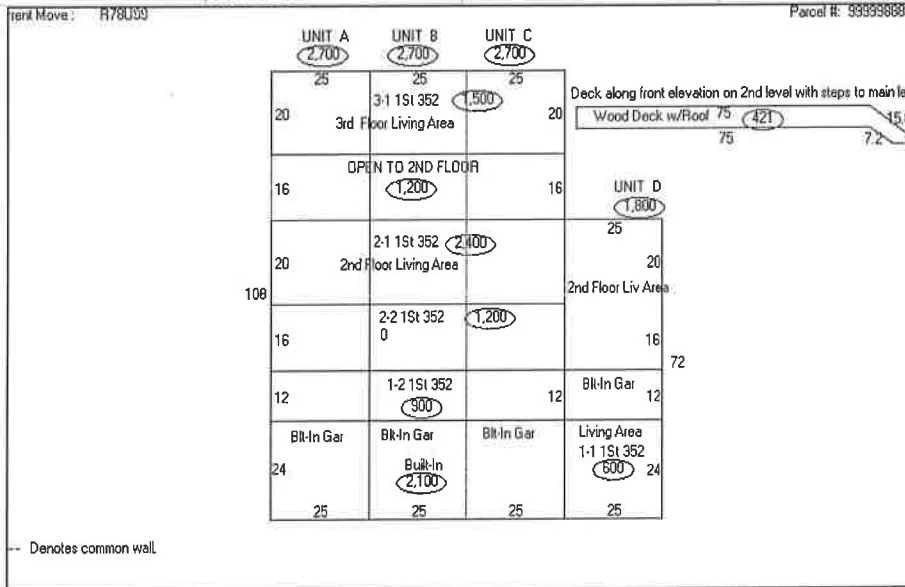
Commercial Property Record Card



Data Provided By: JANET L. PELLAND County Assessor. Printed on 09/20/2016 at 09:47:40A

Parcel Information		Ownership Information	
Parcel Number	999998888	Current Owner	SEAN O'CONNOR
Map Number		Address	422 S GUNBARREL RD
Situs	204 N CAREY	City St. Zip	GRAND ISLAND NE 68801-
Legal	WHAT IF FOR SEAN O'CONNOR (4 PLEX @ CAREY & GEORGE) 400071142	Cadastral #	

Property Data			
Neighborhood	645	Topography	
Lot Width		Street	
Lot Depth		Utilities	
Units Buildable		Amenities 1	
Value Method		Amenities 2	
		Number of Units	
		Unit Value	
		Adjustment	
		Lot Value	



Building Data															
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys.	Func.	RCNLD
1	1	352	RESIDENCE, MULTIPLE	2016	D		400	40	600	98	1	8	54,198		54,198
1			BUILT-IN GARAGE	2016					2,100				39,900		39,900
1			WOOD DECK W/ROOF	2016					421				4,328		4,328
2	1	352	RESIDENCE, MULTIPLE	2016	D		400	40	1,200	182	1	16	134,916		134,916
2	2	352	RESIDENCE, MULTIPLE	2016	D		400	40	2,400	272	1	8	216,792		216,792
2	3	352	RESIDENCE, MULTIPLE	2016	D		400	40	900	174	1	16	101,187		101,187
3	1	352	RESIDENCE, MULTIPLE	2016	D		400	40	1,500	190	1	8	135,495		135,495

Cost Approach From Marshall & Swift				Potential Gross Income			
Total Building Area	6,600			Contract		Market	
Total Building RCN	642,588	Vacancy & Collection Loss					
Total Refinements	44,228	Effective Income					
Total Replacement Cost New	686,816	Total Expenses					
Total Phys. & Func. Depreciation		Net Operating Income					
RCN Less Phys. & Func. Economic Depreciation	686,816	Capitalization Rate					
Accrued Economic depreciation		Income Approach					
Total RCN Less Depreciation	686,816	Final Value Reconciliation					686,816
Additional Lump Sums		<i>Good quality</i> <i>Estimated tax \$14,561.82</i>					
Land Value							
Total Cost Value	686,816						
Value Per Res Unit	171,704.00						
Value Per Sq. Ft.	104.06						

\*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.

Exhibit B



Think Smart Properties, LLC  
 204 N Carey Avenue, Grand Island, NE 68803  
 Construction Pro Forma

	<u>Total</u>	<u>TIF Qualified</u>
Material	145,138	
Plumbing	21,234	
Electric	33,974	
HVAC	39,708	
Roofing	1,593	
Framing	53,085	
Drywall	26,493	
Finish	21,455	
Siding & Windows	16,775	
Painting	15,926	
Concrete Structural	28,135	
Concrete Flat	10,617	6,650
Site Work	3,000	3,000
Landscaping	10,617	
Appliances	2,654	
Flooring Material	20,172	
Land	28,000	28,000
Flooring Labor	10,924	
Architectural & Engineering Fees	1,000	1,000
Legal/Developer/Audit Fees	8,500	8,500
Contingency Reserves	1,000	1,000
	<u>500,000</u>	<u>48,150</u>

Exhibit C

Think Smart Properties  
 204 N Carey Avenue, Grand Island, NE 68803  
 Projected Cash Flow

	With Tax Increment Financing	Without Tax Increment Financing
Receipts		
Rent	49,020	49,020
Operating Disbursements		
Utilities	-	-
Repairs	3,600	3,600
Trash	1,800	1,800
Landscaping & Snow	2,400	2,400
Insurance \$2k to \$3k	2,500	2,500
Management 7%	3,431	3,431
Real Estate Taxes - Existing	178	178
Real Estate Taxes - Increment	10,829	10,829
Total Operating Disbursements	24,738	24,738
TIF - Nonshreholder Capital Contribution	10,829	
Annual Debt Service - Non TIF	(24,156)	(27,720)
Annual Debt Service - TIF	(10,829)	-
Net Cash Flow	126	(3,438)

Exhibit D



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

**RESOLUTION NO. 230**

**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 14th day of December, 2016.

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

By   
Chairperson

ATTEST:

  
Secretary

204. N. Carey, Think Smart Properties LLC

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

**RESOLUTION NO. 231**

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 6, from Think Smart Properties LLC for 204 N. Carey, (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 6;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

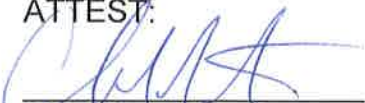
**Section 2.** The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 14th day of December, 2016.

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

By   
Chairperson

ATTEST:

  
Secretary

204 N. Carey, Think Smart Properties, LLC

Resolution Number 2017-02

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A SITE SPECIFIC  
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 the **Redevelopment Plan for 204 N. Carey by Think Smart Properties** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

**WHEREAS**, the Commission 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:** January 4, 2017.

HALL COUNTY REGIONAL PLANNING  
COMMISSION

ATTEST:

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



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

  
Secretary

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

**RESOLUTION NO. 232**

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

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

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

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

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

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

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

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

Think Smart Properties LLC – 204 N. Carey



unsanitary or unsafe dwelling accommodations, or conditions of blight.

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

**Section 3.** In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$48,150, which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

**PASSED AND APPROVED** this 11th day of January, 2017.

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

ATTEST:

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

Secretary

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

Chair

Think Smart Properties LLC – 204 N. Carey

**EXHIBIT A**

**LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA**

Lot One (1), in Block Twenty-Nine (29), in Packer & Barr's Second Addition to the City of Grand Island,  
Hall County, Nebraska, commonly known as 204. N. Carey.

\* \* \* \* \*

**EXHIBIT B**

**FORM OF REDEVELOPMENT PLAN**

Think Smart Properties LLC – 204 N. Carey

## Kneale Administration Building



December 22, 2016

Mr. Chad Nabity, AICP  
Director, Hall County Regional Planning Department  
100 E 1st Street  
P.O. Box 1968  
Grand Island, NE 68802

Virgil D. Harden, RSBA, SFO  
Chief Financial Officer  
123 South Webb Road  
P.O. Box 4904  
Grand Island, NE 68802-4904

Phone: (308) 385-5900 x 1144  
Fax: (308) 385-5949  
Email: [vharden@gips.org](mailto:vharden@gips.org)  
Web: [www.gips.org](http://www.gips.org)

Dear Chad:

Please accept this letter as Grand Island Public Schools official request to be notified in advance concerning Tax Increment Financing (TIF) projects that deal in any way with either a housing subdivision and/or apartment complex. After meeting with you and City of Grand Island officials we believe the best time to notify us would be when a TIF project application is received.

Grand Island Public Schools believes that used correctly TIF is an important and valuable long term economic development tool. However, the near term impact on the local school system must be balanced against the long term benefits of TIF projects. Especially those related to housing subdivisions and/or apartment complexes.

Grand Island Public Schools supports TIF projects for commercial purposes including, but not limited to, downtown and general redevelopment projects, retail space, manufacturing plants, production facilities, etc. Additionally, we support TIF projects for most residential projects. Our concerns are in part tempered by the realities of the poor quality of low income housing many of our patrons and their children currently occupy. We believe improving the housing quality for our lowest income families will have an ancillary positive impact on the children in the household and their educational endeavours with Grand Island Public Schools.

Please feel free to contact me should you have any comments, questions, or issues concerning this request or Grand Island Public Schools concerns with TIF projects that deal with housing subdivisions and/or apartment complexes.

Sincerely,

A handwritten signature in dark ink that reads "Virgil D. Harden". The signature is fluid and cursive, with the first name "Virgil" being the most prominent.

Virgil D. Harden, RSBA, SFO  
Chief Financial Officer



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item E-3

**Public Hearing on an Amendment to Redevelopment Plan for CRA Area 1 located at 112 West 2nd Street (Peaceful Root, LLC)**

*Council action will take place under Resolutions item I-3.*

Staff Contact: Chad Nabity



# **Council Agenda Memo**

**From:** Chad Nabity, AICP

**Meeting:** February 14, 2017

**Subject:** Amendment to Redevelopment Plan for CRA Area #1

**Presenter(s):** Chad Nabity, AICP CRA Director

## **Background**

In 2000, the Grand Island City Council declared property referred to as CRA Area #1 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Peaceful Root LLC, the owner of the former Brown Hotel has submitted a proposed amendment to the redevelopment plan that would provide for renovation and redevelopment of this property for commercial and residential uses at 112 W 2<sup>nd</sup> Street in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on January 11, 2017 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on February 1, 2017. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on February 1, 2017. The Planning Commission approved Resolution 2017-06 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 235 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

## **Discussion**

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for renovation and rehabilitation of this property for commercial office uses. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. There are over \$868,000 of identified expenses eligible for Tax increment financing associated with the proposed redevelopment plan amendment. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$263,000.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment  
Grand Island CRA Area 1  
December 2016**

**The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 1 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area 1.**

**Executive Summary:**

**Project Description**

THE REDEVELOPMENT OF THE BUILDING LOCATED AT 112 W 2<sup>nd</sup> STREET FOR COMMERCIAL AND RESIDENTIAL USES, INCLUDING FIRE/LIFE SAFETY IMPROVEMENTS AND BUILDING REHABILITATION AND REMODELING.

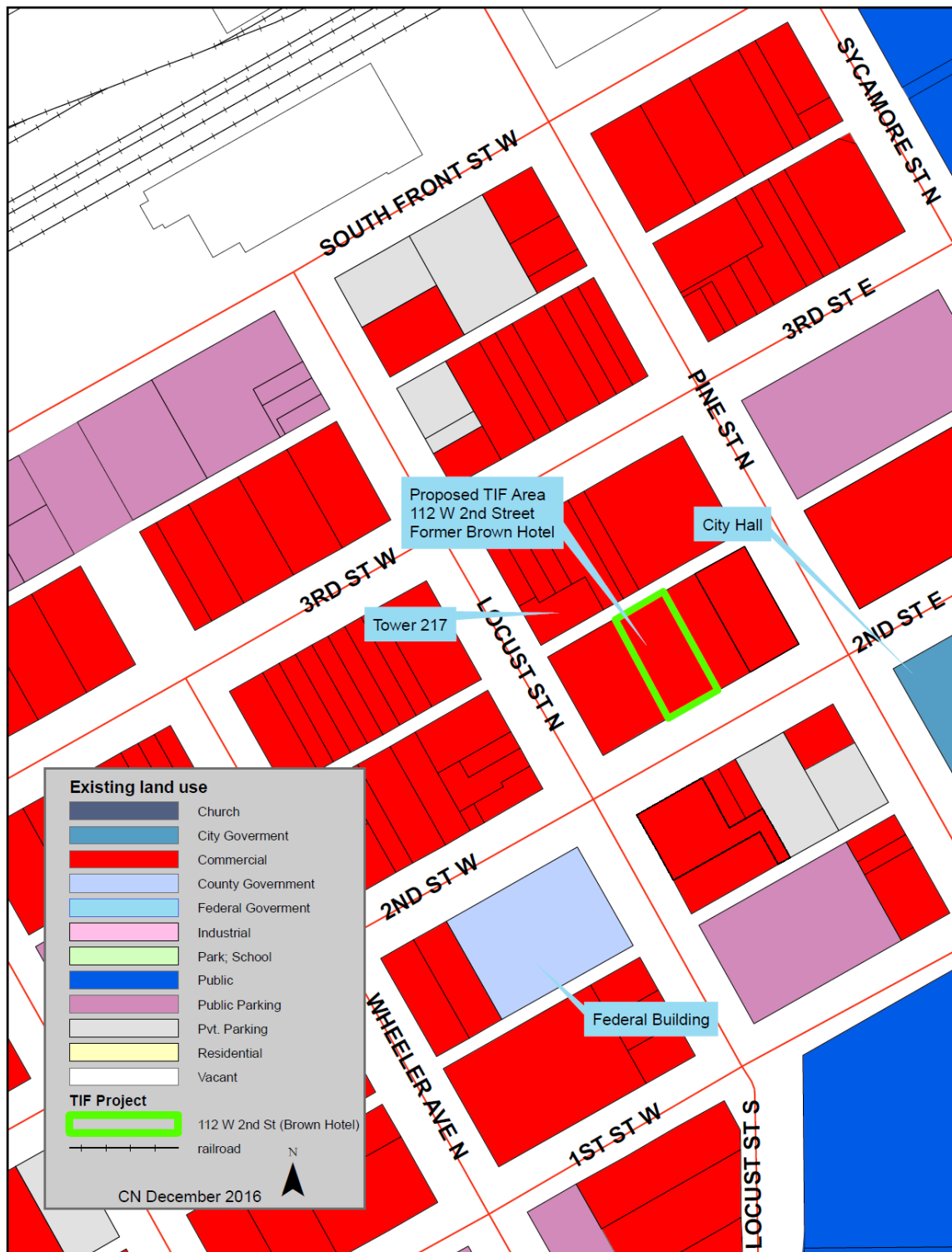
The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the Former Brown Hotel Building located at 112 W. 2nd Street into a mixed use building containing three apartments, two tenant spaces, indoor covered parking and additional space in the basement. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in renovating this historic building into a combination of commercial space and market rate residential units along with providing dedicated parking stalls for these and nearby residential units.. The addition of the residential units is consistent with the downtown redevelopment plan and priorities to add 50 residential units downtown by 2019. This project would not be possible without the use of TIF.

Peaceful Root LLC is the owner of the property. Peaceful Root LLC purchased this property in 2015. The purchase price is not included as an eligible TIF activity. The building is currently vacant. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the remodeling and rehabilitation of this building. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2018 towards the allowable costs and associated financing for the acquisition and site work.

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

112 W. 2nd Street in Grand Island Nebraska (Former Brown Hotel)

**Legal Descriptions:** Easterly Two - thirds of Lot Six (6) and the Westerly One -third of Lot Seven (7), in Block Sixty -Six (66) in the Original Town, now City of Grand Island, Hall County, Nebraska



**Existing Land Use and Subject Property**



**The tax increment will be captured for the tax years the payments for which become delinquent in years 2019 through 2032 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 rehabilitation of this vacant historic building for commercial and residential uses as permitted in the B3 Heavy Business Zoning District.**

**Statutory Pledge of Taxes.**

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

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

**1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on December 19, 2000.[§18-2109] Such**

**declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.**

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on February 1, 2017 and passed Resolution 2017-06 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District.

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

***a. Land Acquisition:***

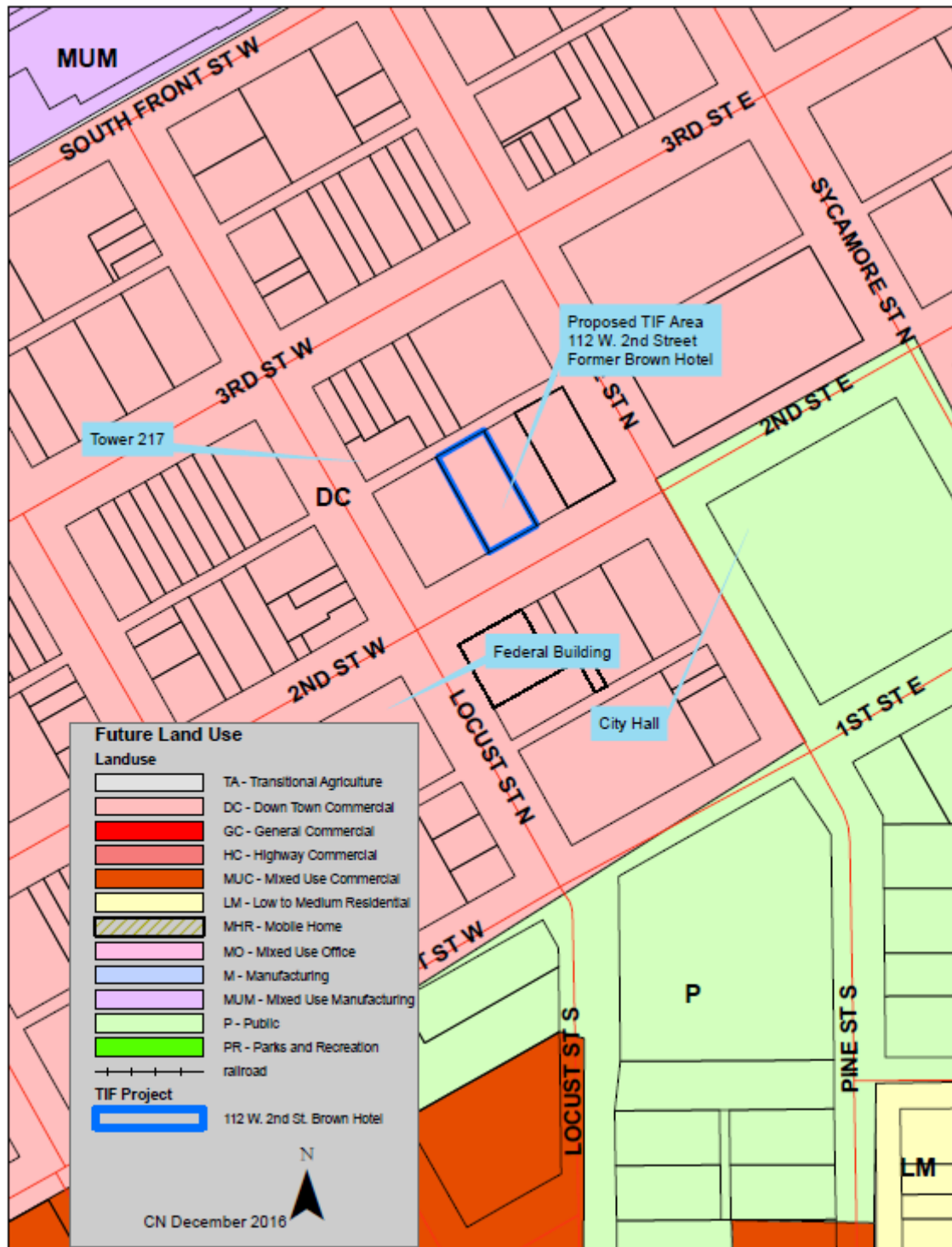
The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

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

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

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

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for Downtown Commercial development; this includes housing and commercial uses within the same structure. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned B3-Heavy 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 rehabilitating the existing building. The developer is not proposing to increase the size of the building and current building meets the applicable regulations regarding site coverage and intensity of use. [§18-2103(b) and §18-2111]

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

Sewer and water are available to support this development. The developer will be required to extend a water line capable of providing sufficient water for the sprinkler system required to convert this building in a multifamily apartment building.

Electric utilities are sufficient for the proposed use of this building.

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, owned by the developer, is vacant and has been vacant for more than 1 year; no relocation is contemplated or necessary. [§18-2103.02]**

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

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

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

The developer owns this property and acquisition is not part of the request for tax increment financing. The estimated costs of rehabilitation of this property is \$884,400



planning related expenses for Architectural and Engineering services of \$22,000 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$12,000 are included as TIF eligible expense. The total of eligible expenses for this project is \$918,400. The CRA has been asked to grant \$50,000 to this project to offset the cost of life safety improvements. The total eligible expenses for this project less other grant funds by the CRA is \$868,400.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$263,000 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2018 through December 2032.

***c. Statement of feasible method of relocating displaced families.***

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

**7. Section 18-2113 of the Act requires:**

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of both the Downtown Business Improvement District and the Grand Island City Council of increasing the number of residential units available in the Downtown area. This specific plan also increases the

availability of parking by providing private reserved spaces for residents in this and nearby buildings.

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

Development of this project is anticipated to be completed between April 2017 and December of 2017. Excess valuation should be available for this project for 15 years beginning with the 2018 tax year.

## **9. Justification of Project**

This is an historic building in downtown Grand Island that will be preserved with this project. The addition of a new upper story residential unit is consistent with goals to build 50 new residential units in downtown Grand Island by 2019 and with the goals of the 2014 Grand Island housing study and Grow Grand Island. The main floor will be used for both tenant space and indoor reserved parking.

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

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

**Project Sources and Uses.** Approximately \$263,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This property has requested a life/safety grant of \$50,000. This investment by the Authority will leverage \$873,840 in private sector financing; a private investment of \$2.79 for every TIF and grant dollar investment.

Description	Use of Funds.			
	TIF Funds	Other Grants	Private Funds	Total
Site Acquisition			\$180,000	\$180,000
Legal and Plan*			\$12,000	\$12,000
Engineering/Arch			\$22,000	\$22,000
Renovation	\$263,000	\$50,000	\$571,400	\$884,400
Financing Fees			\$	\$
Contingency			\$88,440	\$88,440
TOTALS	\$263,000	\$50,000	\$873,840	\$1,186,840

**Tax Revenue.** The property to be redeveloped is anticipated to have a January 1, 2017, valuation of approximately \$205,086. Based on the 2016 levy this would result in a real property tax of approximately \$4,457. It is anticipated that the assessed value will increase by \$809,452 upon full completion, as a result of the site redevelopment. This

development will result in an estimated tax increase of over \$17,590 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2016 assessed value:	\$ 205,086
Estimated value after completion	\$ 1,014,538
Increment value	\$ 809,452
Annual TIF generated (estimated)	\$ 17,590
TIF bond issue	\$ 263,000

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

The redevelopment project area currently has an estimated valuation of \$205,086. The proposed redevelopment will create additional valuation of \$809,452. 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 in any significant way. Fire and police protection are available and should not be negatively impacted by this development. The addition of life safety elements to this building including fire sprinklers and a second exit actually reduce the chances of negative impacts to the fire department.

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

This will provide additional housing options in the downtown area consistent with the planned development in Downtown Grand Island.

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

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area. This will provide housing options for employees of Downtown businesses that wish to live Downtown.

*(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 is consistent the goals of the Council, the Downtown BID, the CRA, and Grow Grand Island to create additional housing units in downtown Grand Island.

### **Time Frame for Development**

Development of this project is anticipated to be completed during between April of 2017 and December 31 of 2017. The base tax year should be calculated on the value of the property as of January 1, 2017. Excess valuation should be available for this project for 15 years beginning in 2018 with taxes due in 2019. 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 \$263,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$918,400 on TIF eligible activities in excess of other grants given. The CRA will reserve the right to issue additional debt for this project upon notification by the developer of sufficient expenses and valuation to support such debt in the form of a second or third bond issuance.



## **BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST**

### **Project Redeveloper Information**

Business Name: Peaceful Root, LLC

Address: 1107 W 11<sup>th</sup> Street, Grand Island, NE 68801

Telephone No.: 308-227-2647

Fax No.: NA

Contact: John Anson

### **Brief Description of Applicant's Business:**

Peaceful Root, LLC. is a real estate developer and contractor specializing in downtown properties.

Present Ownership Proposed Project Site: Peaceful Root, LLC.

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

Peaceful Root, LLC will be redeveloping the basement, main and 2<sup>nd</sup> floor of 114 West 2<sup>nd</sup> Street. The basement will be renovated to accompany a new commercial business. The main floor will be renovated to accompany both a commercial business and a parking structure. The 2<sup>nd</sup> floor will be renovated into a commercial space in the form of a yoga studio and three residential spaces.

The current building is wood and brick and the new construction will be the same. See the attached floor plans for more details.

If Property is to be Subdivided, Show Division Planned:



VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$
B. Building	\$180,000

Construction Costs:

A. Renovation or Building Costs:	\$884,400
B. On-Site Improvements:	\$
re-platting, demo, asbestos removal, tree removal, etc.	

Soft Costs:

A. Architectural & Engineering Fees:	\$22,000
B. Financing Fees:	\$
Closing costs, filing fees	
C. Legal/Developer/Audit Fees/ TIF fees	\$12,000
D. Contingency Reserves:	\$88,440
E. Other (Please Specify)	\$
TOTAL	\$ 1,186,840

Total Estimated Market Value at Completion: \$ 1,300,000

Source of Financing:

A. Developer Equity:	\$6,546
B. Commercial Bank Loan:	\$866,440
Tax Credits:	
1. N.I.F.A.	\$
2. Historic Tax Credits	\$
D. Industrial Revenue Bonds:	\$
E. Tax Increment Assistance:	\$ 263,854
F. Other: Life safety	\$ 50,000

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

General Contractor: Amos Anson, FAmos Construction Inc, PO Box 1665 Grand Island, NE 68802 308-390-2455  
Structural Engineer: Mike Spilnek, Olsson Associates, 201 E 2<sup>nd</sup> Street, Grand Island, NE 68801 308-384-8750  
Architect: Marvin Webb, ALA w/ Webb & Company Architects, 587 N Walnut Street, Grand Island, NE 68801

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

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Project Construction Schedule:

Construction Start Date: ASAP  
Construction Completion Date:Q4 2017  
If Phased Project:

\_\_\_\_\_Year \_\_\_\_ % Complete  
\_\_\_\_\_Year \_\_\_\_% Complete

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

## **TAX INCREMENT FINANCING REQUEST INFORMATION**

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

Peaceful Root, LLC is requesting \$263,854 in TIF. The TIF will allow the project to cash flow and therefore be a success.

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

Without TIF assistance the project will not cash flow and therefore will not be a successful business venture. See attached proforma

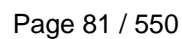
Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

- Amos Anson, FAmos Construction/Empire Development, 308-390-2455

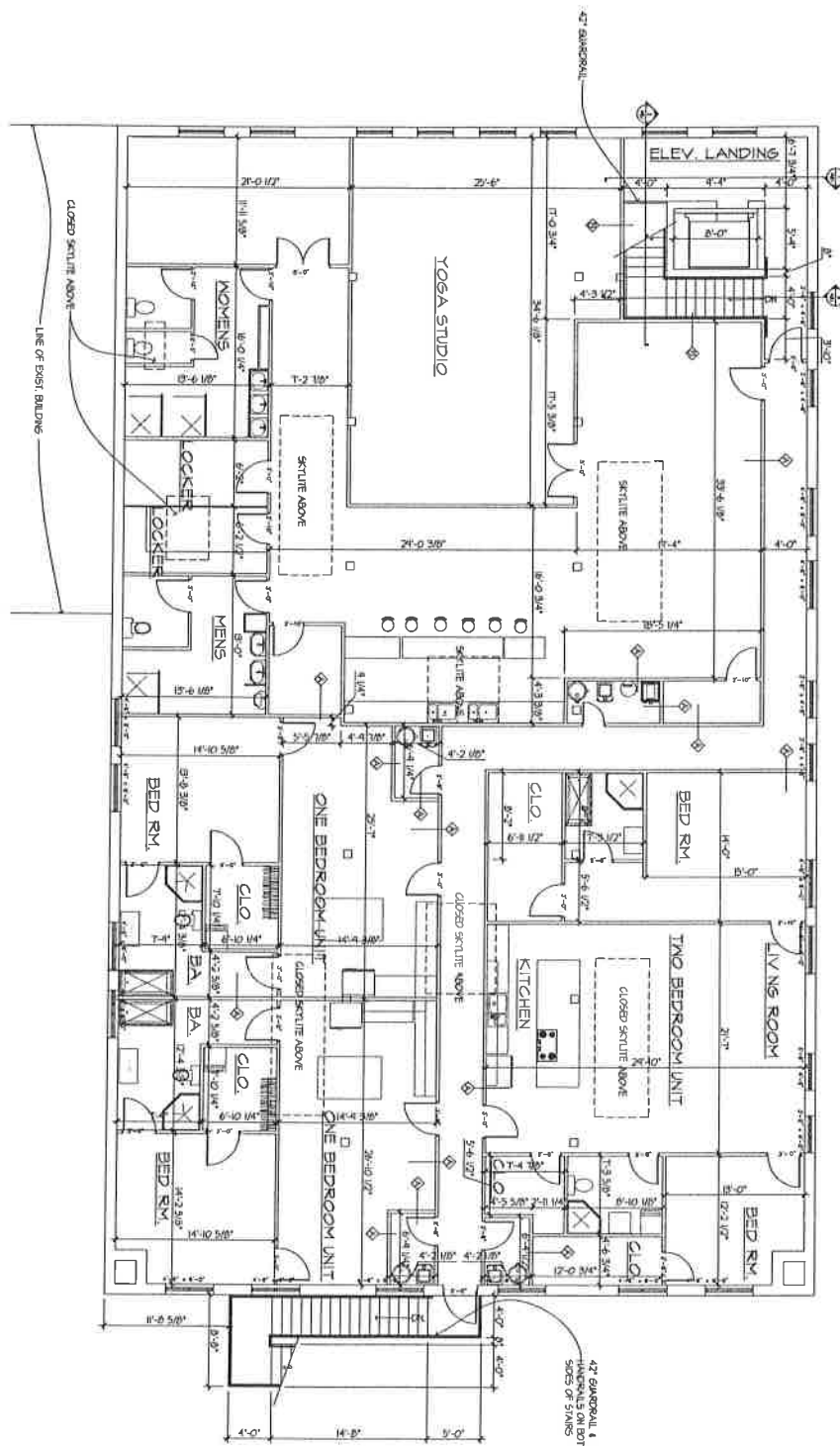
IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years. NA

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

## Page 80 / 550







**SECOND FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"  
 NORTH  
 ALL DOORS IN ONE HOUR FIRE RATED CORRIDOR WALLS  
 SHALL BE 45 MIN. FIRE RATED SOLID CORE WOOD DOORS  
 WITH DOOR CLOSERS & SMOKE SEALS.

WEBB & COMPANY ARCHITECTS HAS NOT  
 BEEN LICENSED TO PROVIDE ARCHITECTURAL  
 OR STRUCTURAL ENGINEERING ON THIS  
 PROJECT.

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 INCLUDING PHOTOCOPYING, RECORDING,  
 OR BY ANY INFORMATION STORAGE AND  
 RETRIEVAL SYSTEM, WITHOUT PERMISSION  
 IN WRITING FROM WEBB & COMPANY ARCHITECTS, P.C.

**A1.2**

DATE  
 NOV. 8, 2016  
 PCA PROJECT  
 100-0-003

**BUILDING REMODEL**  
 FORMER BROWN HOTEL  
 112 WEST 2ND STREET  
 GRAND ISLAND, NE

**WEBB & COMPANY**  
**ARCHITECTS**  
 Grand Island, Nebraska  
 Marvin Webb, AIA Architect 308/381-8019

**SECOND FLOOR PLAN**

## The Garage

Use of funds	Total
Purchase of building	\$180,000
Construction	\$884,400
Contingency	\$88,440
A&E	\$22,000
Soft costs	\$12,000
	<b><u>\$1,186,840</u></b>

Source of funds	
Bank	\$866,440
TIF Loan (Owner carried)	\$263,854
Life safety grant	\$50,000
Owner Equity (Not including TIF carry)	\$6,546
	<b><u>\$1,186,840</u></b>

### Operating proforma

Annual rental income	\$/s.f.	s.f.		
1- Bed	\$14	774	\$11,146	\$929
1- Bed	\$14	774	\$11,146	\$929
2- Bed	\$14	1447	\$20,837	\$1,736
2nd floor yoga	\$14	3319	\$46,466	\$3,872
1st floor commercial	\$14	924	\$12,936	\$1,078
11 Parking stalls	\$1,800	8	\$14,400	\$1,200
Basement	\$4	6572	\$26,288	\$2,191
			<b>Gross Income</b>	<b>\$143,218</b>

Vacancy	\$10,025
Expenses	<u>\$33,000</u>
	<b>\$43,025</b>

<b>NOI</b>	<b>\$100,193</b>
<b>Debt Service</b>	<b>\$82,221</b>
<b>Cashflow</b>	<b>\$17,972</b>



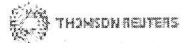
*Amos Anson*  
112 W 2nd

# HALL COUNTY ASSESSOR'S OFFICE



Real Property Record Card

*Current*



Data Provided By: JANET L. PELLAND County Assessor. Printed on 12/09/2016 at 02:30:23P

Parcel Information				Ownership Information	
Parcel Number	400005700	Current Owner	PEACEFUL ROOT LLC		
Map Number	3315-00-0-10001-066-0010	Address	1107 W 11TH ST		
Situs	112 W 2ND	City ST. Zip	GRAND ISLAND NE 68801-		
Legal	ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66	Cadastral #	0001-0050-0072A		

Current Valuation		Assessment Data		Property Classification	
Land Value	23,341	District/TIF Fund	12	Status	01 Improved
Impr. Value	181,745	School Base	40-0002 GRAND ISLA	Use	03 Commercial
Outbuildings		Affiliated Code		Zoning	03 Commercial
Total Value	205,086	Neighborhood	105	Location	01 Urban
Exemptions		Greenbelt Area		City Size	03 12,001-100,000
Taxable Value	205,086	Greenbelt Loss		Lot Size	01 <10,000 sq. ft.

Sales History				Multiple Owner Information	
Date	Book/Page	Grantor	Price	Ownrshp. %	Owner's Name
11/10/2015	2015-7762	BARTENBACH REAL ESTATE, ~L	506,000		
08/23/2005	2005-8301	FREDDA P BARTENBACH			

Boe Appeal History				Building Permits			
Appeal #	Year	Appealed By	Status	Permit #	Date	Description	Amount
162	2006	BARTENBACH/FREDDA	APPEAL REJEC		01/01/2017	2ND FLOOR DEMO	
643	2000	FREDDA P BARTENBACH	APPEAL~REJEC		01/01/2016	COMMERCIAL REVIE	
					01/01/2015	10% MARKET UPDAT	
					01/01/2006	COMMERCIAL UPDAT	
					01/01/2005	COMMERCIAL UPDAT	

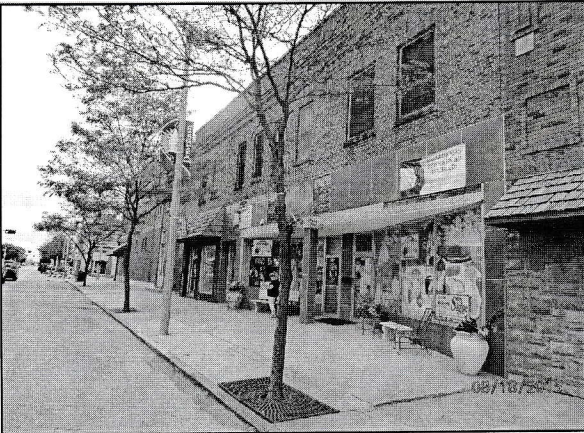
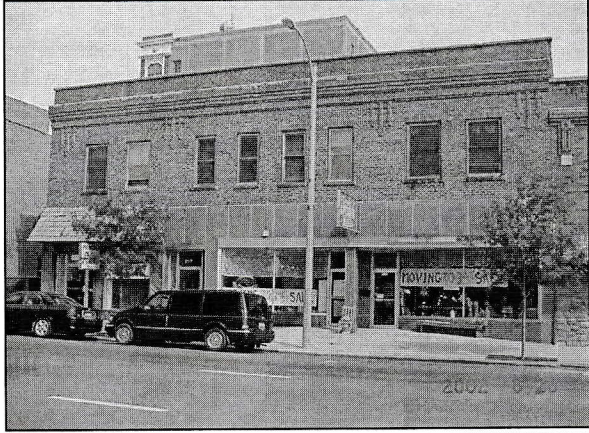
  

Assessment Milestones								
Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2007	TAX ROLL	2000		23,341		67,967	91,308	91,308
2004	2004 CTL	2000		23,337		53,811	77,148	77,148
2003	2003 CTL	2000		23,337		53,811	77,148	77,148
2002	2002 CTL	2000		23,337		53,811	77,148	77,148
2001	TAXROLL	2000		21,780		50,220	72,000	72,000

Historical Valuation Information								
Year	Billed Owner	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2016	PEACEFUL ROOT LLC	23,341	181,745		205,086		205,086	4,303.26
2014	BARTENBACH REAL ESTATE	23,341		67,967	91,308		91,308	2,021.76
2013	BARTENBACH REAL ESTATE	23,341		67,967	91,308		91,308	1,967.18
2012	BARTENBACH REAL ESTATE	23,341		67,967	91,308		91,308	1,985.46
2011	BARTENBACH REAL ESTATE	23,341		67,967	91,308		91,308	1,950.88
2010	BARTENBACH REAL ESTATE	23,341		67,967	91,308		91,308	1,884.04
2009	BARTENBACH REAL ESTATE	23,341		67,967	91,308		91,308	1,865.62
2008	BARTENBACH REAL ESTATE	23,341		67,967	91,308		91,308	1,841.30
2007	BARTENBACH REAL ESTATE	23,341		67,967	91,308		91,308	1,839.58
2006	BARTENBACH REAL ESTATE	23,341		67,967	91,308		91,308	1,896.84



# HALL COUNTY ASSESSOR'S OFFICE



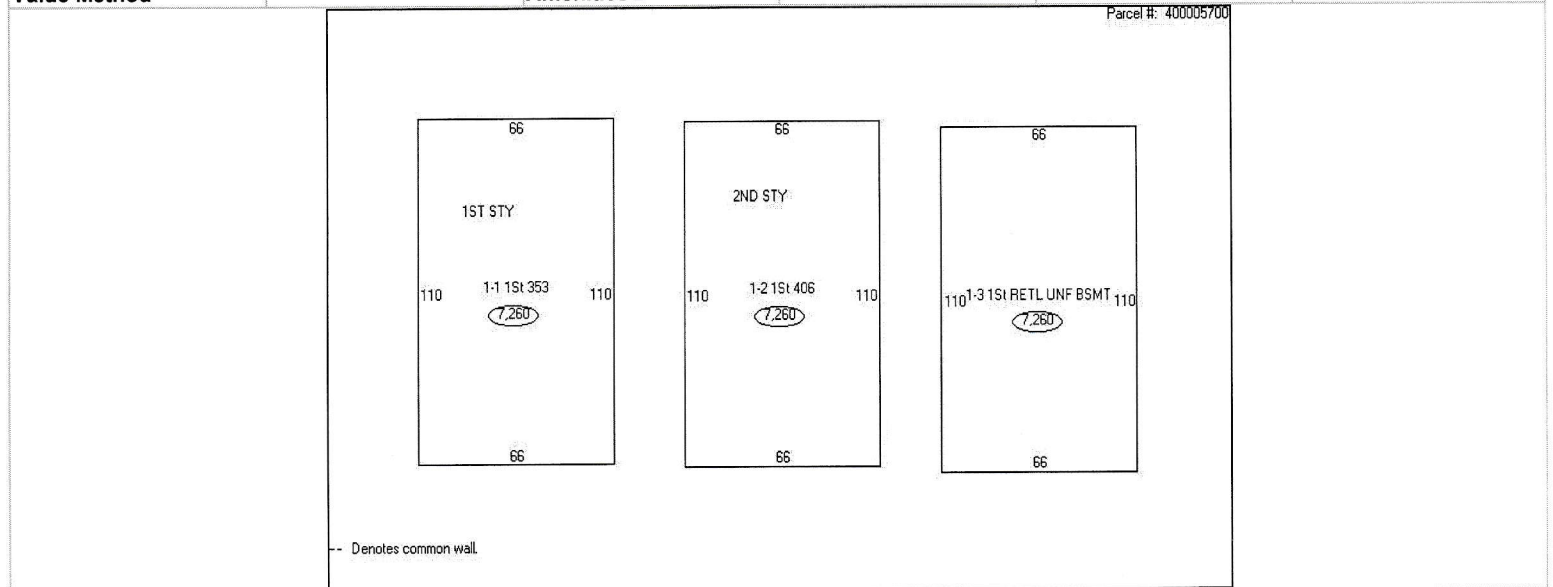
Commercial Property Record Card



Data Provided By: JANET L. PELLAND County Assessor. Printed on 12/09/2016 at 02:30:29P

Parcel Information				Ownership Information	
Parcel Number	400005700			Current Owner	PEACEFUL ROOT LLC
Map Number	3315-00-0-10001-066-0010				
Situs	112 W 2ND			Address	1107 W 11TH ST
Legal	ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT			City St. Zip	GRAND ISLAND NE 68801-
	7 BLK 66			Cadastral #	0001-0050-0072A

Property Data					
Neighborhood	105	Topography		Number of Units	8712
Lot Width	66	Street		Unit Value	2.68
Lot Depth	132	Utilities		Adjustment	
Units Buildable	8712	Amenities 1		Lot Value	23,341
Value Method	SF	Amenities 2			



Building Data															
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys.	Func.	RCNLD
1	1	353	RETAIL STORE	1911	C		200	20	7,260	352	1	14	434,366	80%	86,873
1	2	406	WAREHOUSE, STORAGE	1911	C		200	20	7,260	352	1	14	232,901	80%	46,580
1	3	612	RETAIL UNFIN BSMT	1911	C		200	10	7,260	352	1	8	158,849	80%	31,770

Cost Approach From Marshall & Swift		Potential Gross Income			
Total Building Area	21,780	Contract		Market	
Total Building RCN	826,116	Vacancy & Collection Loss		10.00%	1,815
Total Refinements		Effective Income			16,335
Total Replacement Cost New	826,116	Total Expenses		25.00%	4,084
Total Phys. & Func. Depreciation	(660,893)	Net Operating Income			12,251
RCN Less Phys. & Func.	165,223	Capitalization Rate			13.00%
Economic Depreciation	-10%	Income Approach			94,238
Accrued Economic depreciation	16,522	Final Value Reconciliation			205,086
Total RCN Less Depreciation	181,745				
Additional Lump Sums					
Land Value	23,341				
Total Cost Value	205,086				
Value Per Res Unit					
Value Per Sq. Ft.	9.42				

\*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.

HALL COUNTY ASSESSOR'S OFFICE  
COMMERCIAL DATA SHEET

*What If*

Date of Print: 12/09/2016

Record: 1 of: 1

Inspected By: Inspection Date:

Parcel ID # : 999999980

Map # :

Error 8	Business Name :	INDOOR PARKING/RETAIL/YOGA
Error 8	Situs :	00112 WEST 2ND ST
	Legal :	WHAT IF FOR AMOS ANSON/112 W 2ND ST/OLD BROWN HOTEL BLDG

LOT INFORMATION

Neighborhood :	105		Value Method :	SF
Lot Width :	66		# of Units :	8712
Lot Depth :	132		Unit Value :	2.68
Topography :		<u>Amenities</u>	Adjustments :	
Street Access :		LAND VALUE	Factor :	
Utilities :			Lot Value :	23,341

COST APPROACH DATA - Values By Marshall & Swift

Appraisal Zone : 2000      Manual Date : 06/14      Cost Factor : 0.75

Total Number of Buildings :	3	Total Number of Sections :	5
Total Area.....			22,986
Total Building Replacement Cost New.....			\$1,302,512
Total Refinement Replacement Cost New.....			\$156,709
Total Replacement Cost New.....			\$1,459,221
Total Accrued Depreciation.....		32%	(\$468,024)
Total Replacement Cost New Less Physical and Functional Depreciation.....			\$991,197
Economic Depreciation for Neighborhood 105 .....			
Total Replacement Cost New Less Depreciation.....			\$991,197
Total Lump Sums.....			\$0
Total Land Value.....			\$23,341
FINAL ESTIMATE OF VALUE USING THE COST APPROACH.....			\$1,014,538
Value per Unit.....			\$338,179.33
Value per Square Foot.....			\$44.14

VALUATION SUMMARY

Estimate of Value (Using Cost Approach) .....	\$1,014,538
Estimate of Value (Using Income Approach) .....	

FINAL ESTIMATE

Improvement Value .....	\$991,197
Land Value .....	\$23,341
FINAL ESTIMATE OF VALUE .....	\$1,014,538

Current Total Assessed Value for Parcel # 999999980 .....	\$0
---	-----

DATA USED FOR CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all rights herein.



HALL COUNTY ASSESSOR'S OFFICE  
COMMERCIAL DATA SHEET - BUILDING COST APPROACH DATA  
Date of Print: 12/09/2016

Parcel ID # : 999999980

Map # :

Error 8 Business Name : INDOOR PARKING/RETAIL/YOGA  
Error 8 Situs : 00112 WEST 2ND ST  
Legal : WHAT IF FOR AMOS ANSON/112 W  
2ND ST/OLD BROWN HOTEL BLDG

Appraisal Zone: 2000 Manual Date: 06/14 Cost Factor: 0.75

Bldg	Sect	Occ	Code	Year	Cls	Area	Perim	St/Ht	Base Cost	Perm Adj	HVAC Adj	Ht Adj	Sec RCN	Phys Func	RCNLD
1	1	345	1998	B	5,490	362 1 / 14	55.91	1.92	5.10	0.00	345,486	19%	0%	279,844	
		PARKING STRUCTURE Ext Wall: BRICK, BLOCK BACKUP													
		Qual: Good Cond: 40 - Good													
1	2	353	1911	C	2,100	218 1 / 14	72.93	14.42	-3.62	3.06	182,259	80%	0%	36,452	
		RETAIL STORE Ext Wall: BRICK, BLOCK BACKUP													
		Qual: Aver Cond: 20 - Fair													
2	1	612	1911	C	7,590	362 1 / 10	24.86	-1.07	0.00	-1.07	172,445	80%	0%	34,489	
		RETAIL UNFIN BSMT Ext Wall: BRICK, COMMON													
		Qual: Aver Cond: 20 - Fair													
3	1	418	1998	C	3,740	246 1 / 14	84.47	-0.11	-0.65	9.63	349,092	26%	0%	258,328	
		HEALTH CLUB Ext Wall: BRICK, BLOCK BACKUP													
		Qual: Aver Cond: 40 - Good													
3	2	352	1998	C	4,066	268 1 / 14	54.38	0.00	1.70	6.20	253,230	11%	0%	225,375	
		RESIDENCE, MULTIPLE Ext Wall: BRICK, CAVITY, BLOCK BACKUP													
		Qual: Aver Cond: 40 - Good													

HALL COUNTY ASSESSOR'S OFFICE  
COMMERCIAL DATA SHEET - REFINEMENTS COST DATA  
Date of Print: 12/09/2016

Parcel ID # : 999999980

Map # :

Error 8  
Error 8

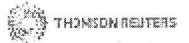
Business Name : INDOOR PARKING/RETAIL/YOGA  
Situs : 00112 WEST 2ND ST  
Legal : WHAT IF FOR AMOS ANSON/112 W  
2ND ST/OLD BROWN HOTEL BLDG

Appraisal Zone: 2000 Manual Date: 06/14 Cost Factor: 0.75

Bldg #	Code	Description	Year	# Units	\$/Unit	RCN	Depr %	Value
ELP		ELEV, ELEC, PASSNGR	2017	1	110100.00	110,100		110,100
SKD		SPRINK/DRY PIPE	2017	15,180	2.99	45,388		45,388
OUT		OUTSIDE ENTRANCE (2ND FLR	2017	1	1221.47	1,221		1,221

# HALL COUNTY ASSESSOR'S OFFICE

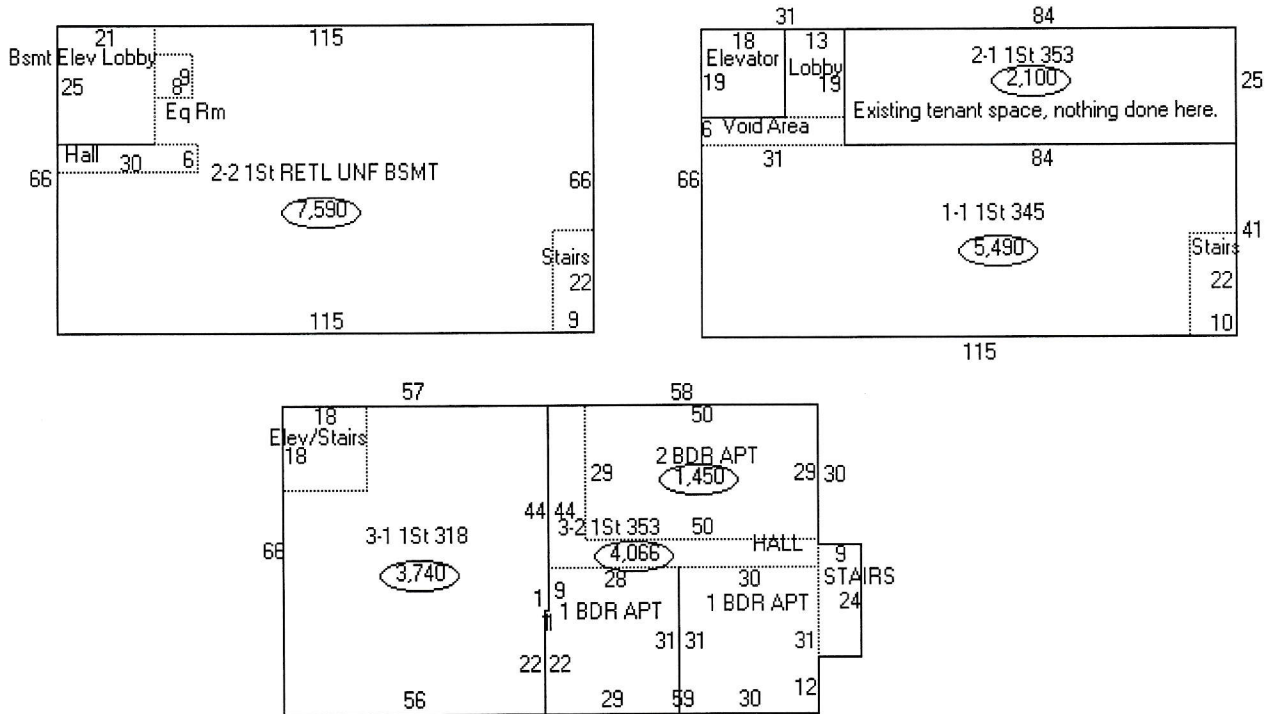
TerraScan Sketch Form



Data Provided By: JANET L. PELLAND County Assessor. Printed on 12/09/2016 at 02:43:54P

<b>Parcel #</b>	999999980	<b>Map #</b>	
<b>Owner</b>	Situs	00112 WEST 2ND ST	
<b>Address</b>		<b>Legal</b>	WHAT IF FOR AMOS ANSON/112 W 2ND ST/OLD BROWN HOTEL BLDG

Parcel #: 999999980



-- Denotes common wall.

Description	Base Area	Total Area
	220	220
	342	342
	186	186
	247	247
	525	525
	180	180
	72	72
	198	198
	324	324
	1,450	1,450
	890	890
	930	930
	216	216
Parking Structure	5,490	5,490
Retail Store	2,100	2,100
	7,590	7,590
Health Club	3,740	3,740
<b>Area Summary</b>		
Base Area		15,396
Total Area		15,396
Basement Area		0
Garage Area		0
Porches/Other		13,370

Scale : 1" = 40'

----- Denotes Upper Floor

Page 1 of 1

SKETCH-html-2001

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

**RESOLUTION NO. 233**

**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 11th day of January, 2017.

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

By   
Chairperson

ATTEST:

  
Secretary

Peaceful Root, LLC – 112 W. Second St.

EXHIBIT 1  
REDEVELOPMENT PLAN AMENDMENT

Peaceful Root, LLC – 112 W. Second St.



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

**RESOLUTION NO. 234**

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 1, from Peaceful Root LLC, (The "Developer") for redevelopment of 112 W. Second St., an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

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

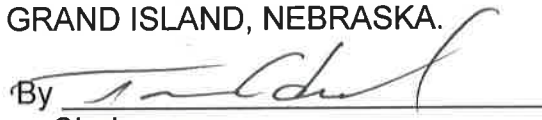
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 11th day of January, 2017.

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

By   
Chairperson

ATTEST:

  
Secretary

Peaceful Root, LLC-112 W. Second St.

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A SITE SPECIFIC  
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 **the Redevelopment Plan for 112 W. Second St. by Peaceful Root LLC** to the Hall County Regional Planning Commission, (the "**Commission**") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

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

The proposed use as described in this plan is in compliance with the Comprehensive Plan for the City of Grand Island.

**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:** February 1, 2017.

HALL COUNTY REGIONAL PLANNING  
COMMISSION

ATTEST:

By:   
Chair

By:   
Secretary

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

**RESOLUTION NO. 235**

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

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

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

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

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

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

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

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

Peaceful Root – 112 W. Second St.

unsanitary or unsafe dwelling accommodations, or conditions of blight.

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

**Section 3.** In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$263,000, which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

**PASSED AND APPROVED** this 8<sup>th</sup> day of February, 2017.

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

ATTEST:

By: 

Chair

By: 

Secretary

Peaceful Root – 112 W. Second St.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA**

**\* \* \* \* \***  
**EXHIBIT B**

**FORM OF REDEVELOPMENT PLAN**

Peaceful Root – 112 W. Second St.



## Kneale Administration Building



December 22, 2016

Mr. Chad Nabity, AICP  
Director, Hall County Regional Planning Department  
100 E 1st Street  
P.O. Box 1968  
Grand Island, NE 68802

Virgil D. Harden, RSBA, SFO  
Chief Financial Officer  
123 South Webb Road  
P.O. Box 4904  
Grand Island, NE 68802-4904

Phone: (308) 385-5900 x 1144  
Fax: (308) 385-5949  
Email: [vharden@gips.org](mailto:vharden@gips.org)  
Web: [www.gips.org](http://www.gips.org)

Dear Chad:

Please accept this letter as Grand Island Public Schools official request to be notified in advance concerning Tax Increment Financing (TIF) projects that deal in any way with either a housing subdivision and/or apartment complex. After meeting with you and City of Grand Island officials we believe the best time to notify us would be when a TIF project application is received.

Grand Island Public Schools believes that used correctly TIF is an important and valuable long term economic development tool. However, the near term impact on the local school system must be balanced against the long term benefits of TIF projects. Especially those related to housing subdivisions and/or apartment complexes.

Grand Island Public Schools supports TIF projects for commercial purposes including, but not limited to, downtown and general redevelopment projects, retail space, manufacturing plants, production facilities, etc. Additionally, we support TIF projects for most residential projects. Our concerns are in part tempered by the realities of the poor quality of low income housing many of our patrons and their children currently occupy. We believe improving the housing quality for our lowest income families will have an ancillary positive impact on the children in the household and their educational endeavours with Grand Island Public Schools.

Please feel free to contact me should you have any comments, questions, or issues concerning this request or Grand Island Public Schools concerns with TIF projects that deal with housing subdivisions and/or apartment complexes.

Sincerely,

A handwritten signature in dark ink that reads "Virgil D. Harden". The signature is fluid and cursive, with the first name being the most prominent.

Virgil D. Harden, RSBA, SFO  
Chief Financial Officer



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item E-4

**Public Hearing on CRA Area 20 Blighted and Substandard Study for 285.26 Acres at the Former Cornhusker Army Ammunition Plant located at the Northwest Corner of 70th and Old Potash Highway (Pat O'Neill)**

*Council action will take place under Resolutions item I-4.*

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** February 14, 2017

**Subject:** O'Neill Blight Study (Proposed Area 20)  
C-02-2017GI

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

## **Background**

Patrick O'Neill, owner of O'Neill Wood Resources, commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 20 to be prepared by Marvin Planning Associates of David City, Nebraska. The study area includes approximately 285.26 acres referred to as CRA Area No. 20. The study focused on property located north of Old Potash Highway and west of Alda Road. (See the attached map) On December 13, 2016, Council referred the attached study to the Planning Commission for its review and recommendation.

The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council.

## **Discussion**

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

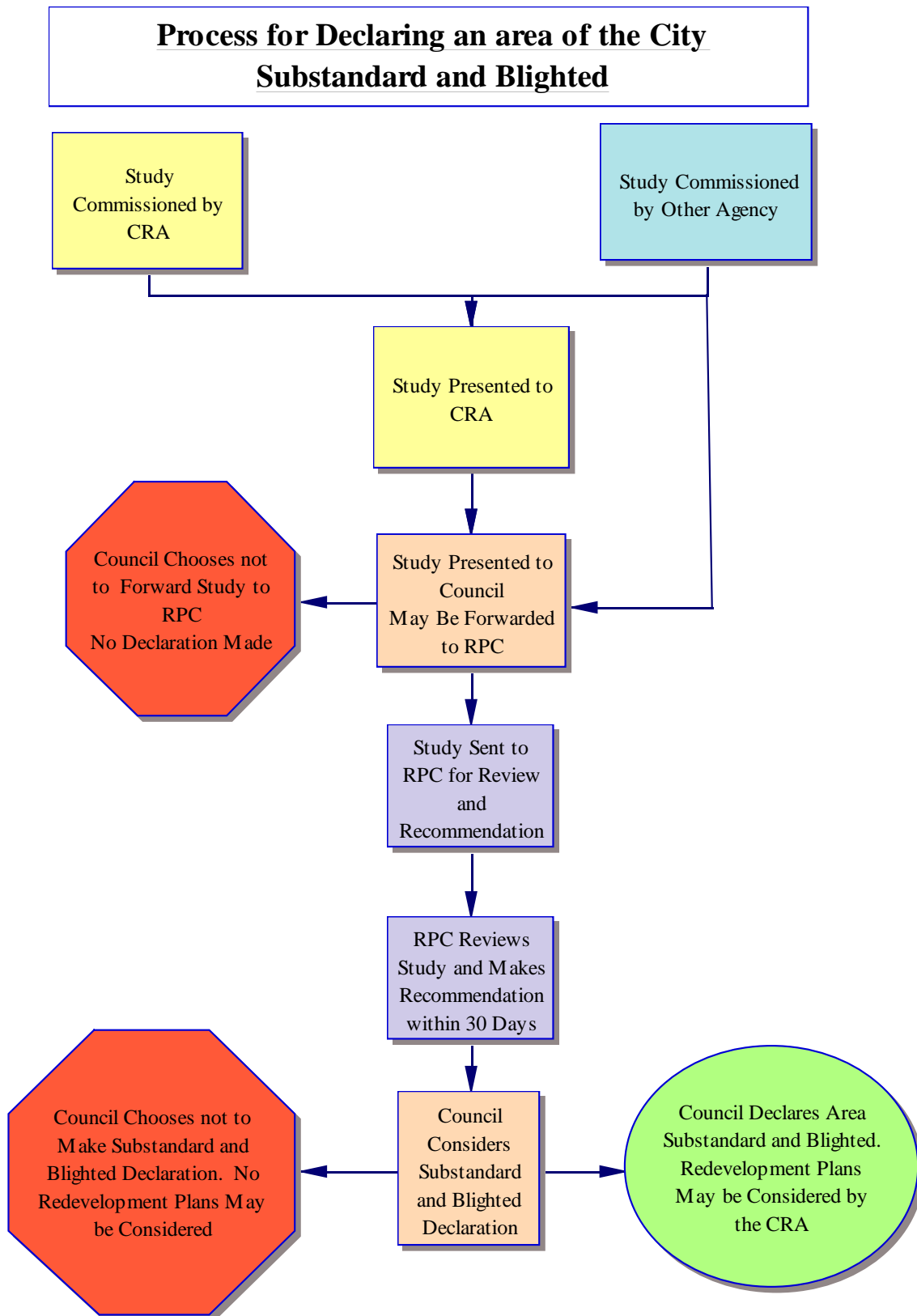
A flow chart of the blight declaration process is shown in Figure 2.

At this time, the Council is 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.

This area is located outside the city limits at CHAAP and as such any declaration as blighted and substandard is exempt from the 35 percent limit imposed by statute on cities of the first class. Nebraska Revised State Statutes (Section 18-2123.01) specifies that a redevelopment project involving a formerly used defense site shall not count toward the percentage limitations.



**Redevelopment Area 20**



**Figure 1 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 2 Blight and Substandard Declaration compared to a Redevelopment Plan

It is appropriate for the Council in conducting its review and considering its decision regarding the substandard and blighted designation to:

1. review the study,
2. take testimony from interested parties,
3. review the recommendation and findings of fact identified by the Planning Commission (Planning Commission did not identify any findings with their motion so none are available.)
4. make findings of fact, and
5. include those findings of fact as part of its motion to approve or deny the request to declare this area blighted and substandard. Council can make any findings they choose regarding the study and the information presented during the public hearing to support the decision of the Council members regarding this matter.

### **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 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 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-Blight and Substandard Study**

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 5 to 17 of the study.

#### **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #20**

Blight Study Area #20 has several items contributing to the Blight and Substandard Conditions. These conditions include:

##### **Blighted Conditions**

- Former Defense Site

##### **Blighting Conditions – Part A**

- Substantial number of deteriorated or deteriorating structures
- Deterioration of site or other improvements
- Insanitary and Unsafe Conditions
- Dangerous conditions to life or property due to fire or other causes
- Combination of factors which are impairing and/or arresting sound growth
- Diversity of Ownership

##### **Blighting Conditions – Part B**

- Stable or decreasing population based on the last two decennial censuses
  - Average age of commercial units is over 40 years of age

##### **Substandard Conditions**

- Former Defense Site
- Predominance of Buildings/Improvements based on Age, Dilapidation, and Deterioration

Based on the study these areas meet the thresholds to qualify as blighted and substandard.

Tax increment financing would potentially be available for redevelopment projects on any of the property included in the study.

## **Recommendation**

Staff recommends considering the following questions as a starting point in the analysis of this Study and in making a determination. The City Council is ultimately responsible for answering the question of whether the property included in the study is blighted and substandard **and** whether making such a designation is in the **best interest** of the City.

### **Recommend Questions for City Council**

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)
- 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 development of adjacent property necessary to eliminate blighted and substandard conditions in the area?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?
- Will a blight declaration increase the likelihood of development/redevelopment in the near future and is that in the best interest of the City?
- What is the policy of the City toward increasing development and redevelopment in this area of the City?

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. All of the testimony, a copy of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing

## **Planning Commission Recommendation**

The Regional Planning Commission held a public hearing and took action on the blight and substandard study proposed Area 20 during its meeting on January 4, 2017. The area considered covers 285.26 acres at the former Cornhusker Army Ammunition Plant, located in Section 18, Township 11 North, Range 10 West of the 6<sup>th</sup> PM, at the northwest corner of 70<sup>th</sup> and Old Potash Highway. (C-02-2017GI).

Chairman O'Neill turned the meeting over to Secretary Ruge, as the blight study was commissioned by O'Neill's business, O'Neill Wood Resources. O'Neill left the meeting chambers at 6:07 p.m. Ruge appointed Maurer as Secretary Pro Tem, so he could assume Chairman duties.

Nabity said the Nebraska Legislature passed LB66 in 2013, which gave First Class Cities, such as Grand Island, the authority to redevelop former defense sites using tax-increment financing, provided that the area is declared blighted and substandard by local authorities. Marvin Planning Consultants conducted such a study and found the 285.26 acres owned by O'Neill and the Grand Island Economic Development Corp. as being eligible for a blight and substandard designation. The area is known as Area 20.

Ron Depue said O'Neill Wood Resources owns 35 of the 285.26 acres and has 55 additional acres under contract. Those 55 acres and the rest of the acreage in the study are currently owned by the Grand Island Area Economic Development Corp. Depue said the area has 10 existing buildings, nine of which are more than 40 years old and are in a state of deterioration. No residential development is allowed in the area due to covenants The Army put on the ground. He said those factors, along with being an "environmental Super Fund site" contribute to its blighted and substandard status.

Hoggatt questioned whether most of the ground in the study is currently being used as row crops and whether that means that most farm ground could be considered blighted and substandard.

Keith Marvin said the blight and substandard factors at the former Cornhusker Army Ammunition Plant aren't so much about what is above ground, but what is below it. He said there are substantial numbers of asbestos covered utility lines underground, as well as RDX contamination in the soil and groundwater. Marvin said the flat slope of the ground also results in water ponding, which can breed mosquitos. He said the City of Sidney also has a former defense site and completed a blighted and substandard study on the entire area to address redevelopment challenges that site has.

Hoggatt wondered if a full-site study could be done at Cornhusker, instead of looking only at the 285.26 acres, which he felt was a "piecemeal" approach.

Nabity said that could be a possibility. In the past, the Community Redevelopment Authority has commissioned blight and substandard studies and could be asked to consider the Cornhusker property. Nabity said the Regional Planning Commission could suggest a study be done on the land that could be used for agricultural or industrial/commercial development such as the land zone AG-SI and AG-SE, and perhaps not study the land that is used for the Heartland Public Shooting Park.

Dave Taylor said the EDC supports the O'Neill Wood Resources blight study as it could help O'Neill retain jobs and expand his business.

Grand Island City Administrator Marlan Ferguson, who formerly served as the EDC president, said the EDC initially purchased 1,700 acres of Cornhusker land and spent lots of dollars clearing concrete from foundations so that land could be farmed. He said Load Lines 2 and 3 have lots of underground debris and a tax-increment financing project could help clear those areas. Ferguson said he also worked on the passage of LB66 and sees a whole area study at Cornhusker as a beneficial idea. He said Cornhusker is a 20-square-mile site where there will be no residents to be bothered by commercial/industrial growth and the site has access to two railroads.

Ruge asked how much Cornhusker would add to Grand Island's 35 percent of allowed blighted and substandard area. Nabity said LB66 specifies that former defense sites are not counted into the percentage. Grand Island currently has about 20 percent of the city area that is blighted and substandard.

Rainforth asked about de-blighting property. Nabity said that can be done and other



cities have removed redeveloped property from blighted and substandard areas. Grand Island probably wouldn't consider doing that until it reached about 30 percent blighted and substandard area, Nabity said.

Robb said he understands the concerns with the asbestos and RDX, but it's frustrating to hear that gravel roads, flat ground and bad little sheds can be criteria for blighting. He said they're all over and nothing is perfect. Robb said all the blight and substandard studies he's seen find the area blighted and substandard. Marvin said he only brings forward studies on ground that qualifies as blighted and substandard. He said he turns down jobs on study requests on land that doesn't meet the state's blighted and substandard criteria.

A motion was made by Hoggatt and seconded by Apfel to approve the Blight and Substandard Study for Area 20 with the Marvin Planning Consultants study providing the findings of fact of blight.

The motion carried with 8 members voting in favor (Apfel, Ruge, Maurer, Robb, Rainforth, Rubio, Sears and Hoggatt) and no members voting no or abstaining.

O'Neill returned to chambers at 6:42 p.m. following the vote.

### **Alternatives**

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

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

### **Sample Motion**

If Council wishes to approve the designation of this property as blighted and substandard, an action required if Tax Increment Financing is to be used for the redevelopment of properties in this area, a motion should be made to approve the Substandard and Blight Designation for Redevelopment Area No. 20 in Grand Island, Hall County, Nebraska finding the information in the study to be factual and supporting such designation. A resolution authorizing the approval of this study has been prepared for Council consideration.

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

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. This study has been commissioned by the O'Neill Wood Resources in order to analyze the possibility of declaring the area as blighted and substandard.

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 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 shall not designate an area larger than one hundred percent of the as blighted;"*

Furthermore, Chapter 18, Section 2123.01 of the Revised Nebraska State Statutes:

**Redevelopment project with property outside corporate limits; formerly used defense site; agreement with county authorized.**

- (1) Notwithstanding any other provisions of the Community Development Law to the contrary, a city may undertake a redevelopment project that includes real property located outside the corporate limits of such city if the following requirements have been met:
 
  - (a) The real property located outside the corporate limits of the city is a formerly used defense site;*
  - (b) The formerly used defense site is located within the same county as the city approving such redevelopment project;*
  - (c) The formerly used defense site is located within a sanitary and improvement district;*
  - (d) The governing body of the city approving such redevelopment project passes an ordinance stating such city's intent to annex the formerly used defense site in the future; and*
  - (e) The redevelopment project has been consented to by any city exercising extraterritorial jurisdiction over the formerly used defense site.**
- (2) For purposes of this section, formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.*
- (3) The inclusion of a formerly used defense site in any redevelopment project under this section shall not result in:
 
  - (a) Any change in the service area of any electric utility or natural gas utility unless such change has been agreed to by the electric utility or natural gas utility serving the formerly used defense site at the time of approval of such redevelopment project; or*
  - (b) Any change in the service area of any communications company as defined in section [77-2734.04](#) unless (i) such change has been agreed to by the communications company serving the formerly used defense site at the time of approval of such redevelopment project or (ii) such change occurs pursuant to sections [86-135](#) to [86-138](#).**
- (4) A city approving a redevelopment project under this section and the county in which the formerly used defense site is located may enter into an agreement pursuant to the Interlocal Cooperation Act in which the county agrees to reimburse such city for any services the city provides to the formerly used defense site after approval of the redevelopment project.*

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction and as allowed under Chapter 18, Section 2123.01. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

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

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

## **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 includes several industrial uses, commercial uses and a limited number of residential uses within the corporate limits of Grand Island.

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***

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

Source: Marvin Planning Consultants 2016

The Study consists of area described as follows: The Point of Beginning is the intersection of West Old Potash Road and North 70<sup>th</sup> Road (Alda Road); thence, northeasterly along the centerline of North 70<sup>th</sup> Road to the intersection with the centerline of West 13<sup>th</sup> Street (County Road 33); thence westerly along the centerline of West 13<sup>th</sup> Street (County Road 33) to the extended west property line of a parcel described as Center Township PT E 1/2N of RR 18-11-10 231.28 AC; thence southerly along said west property line to the intersection with the centerline of West Old Potash Road; thence easterly to the POB. Total acres are 285.26 acres.

## **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 either benefitting or detracting 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. These data from the survey are analyzed in the following paragraphs.

**TABLE 1: EXISTING LAND USE, GRAND ISLAND – 2016**

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0.00	0.0%	0.0%
Single-family	0	0.0%	0.0%
Multi-family	0.00	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%

Commercial	27.53	100.0%	9.7%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	0.00	0.0%	0.0%
Total Developed Land	27.53	100.0%	
Vacant/Agriculture	257.53		90.3%
<b>Total Area</b>	<b>285.26</b>		<b>100.0%</b>

Source: 2016 Grand Island Blight Study Area 20, Marvin Planning Consultants

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area. As discussed previously, the Study Area is considered to be commercial based upon the assessor's classification (9.7%) and land considered vacant accounts for 90.3% of the total area.

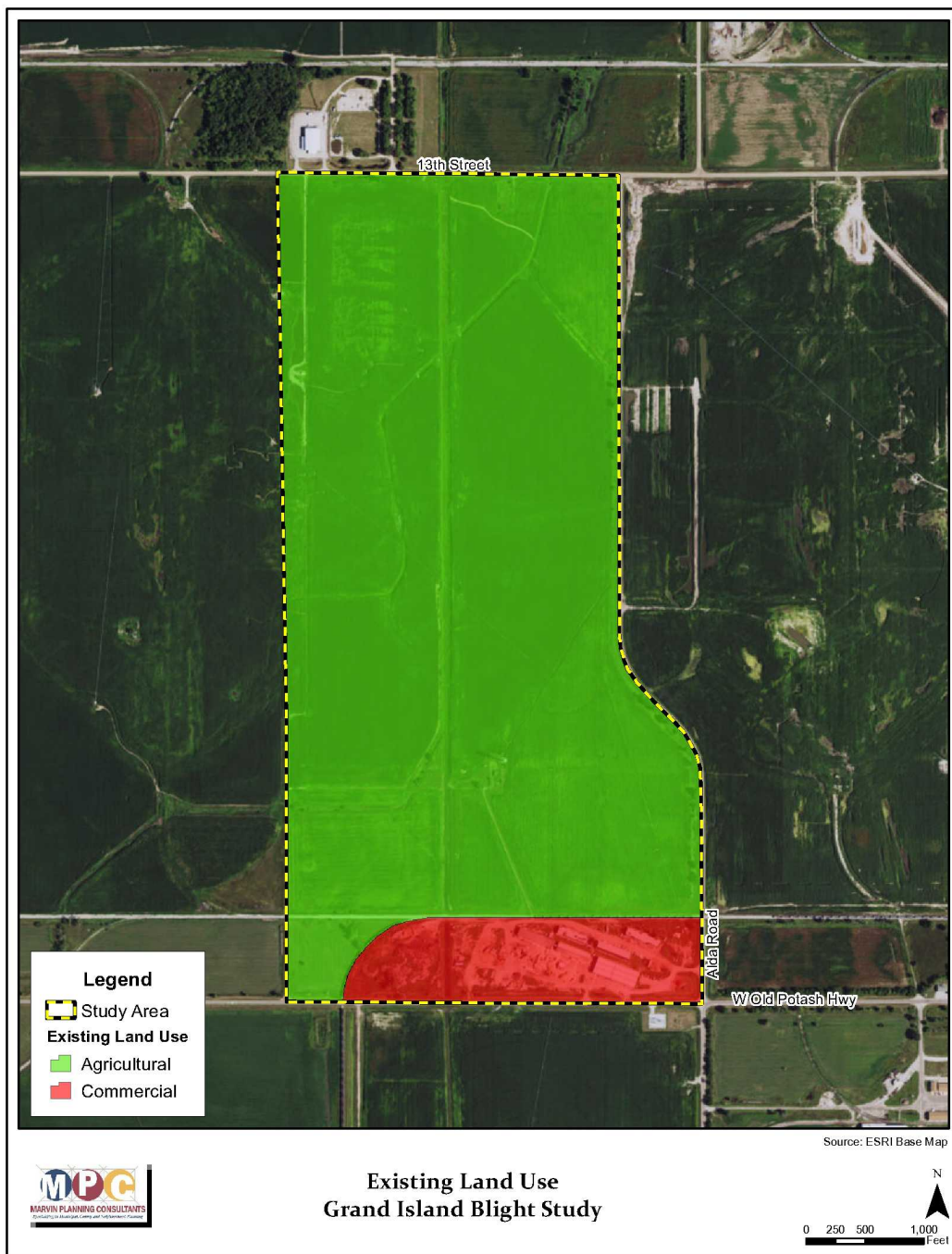


**Figure 2**  
**Existing**

Land

Use

Map



Source: Marvin Planning Consultants, 2016

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

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

### **FORMER DEFENSE SITE**

Based upon Section 18-2103 of the Revised Nebraska State Statutes, this study area meets the criteria necessary to be deemed Blighted and Substandard. Additionally, the study area meets the criteria identified in §18-2123.01:

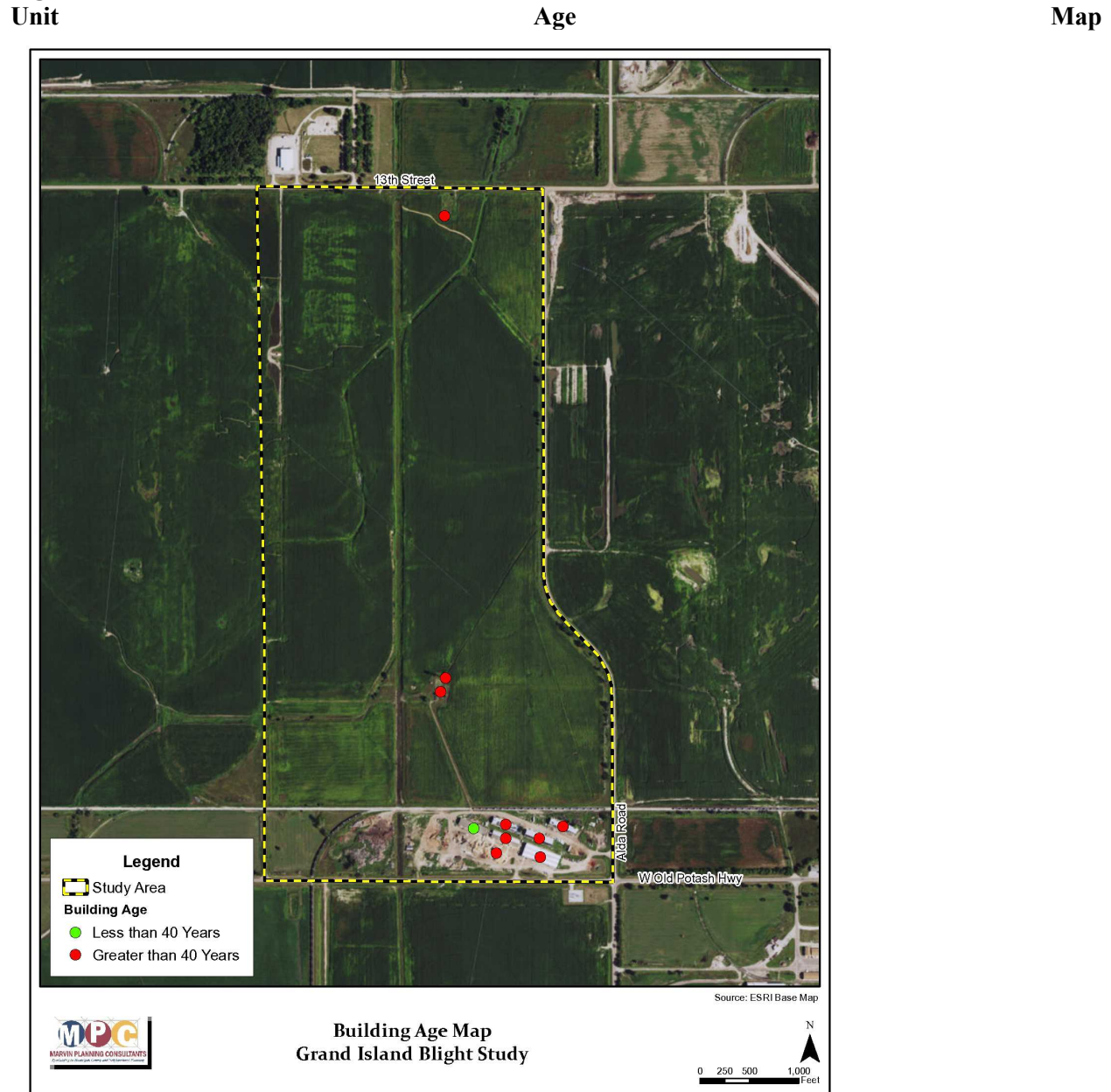
1. The real property located outside the corporate limits of the city is a formerly used defense site;
2. The formerly used defense site is located within the same county as the city approving such redevelopment project;

3. Formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.

## OTHER CONTRIBUTING FACTORS

There were a number of conditions 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 not present.

### Figure 3



Source: Marvin Planning Consultants, 2016

### *Age of Commercial Units*

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

Within the study area there is a total of 10 commercial units. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 9 (90.0%) commercial units were determined to be 40 years of age or older
- 1 (10.0%) commercial units were determined to be less than 40 years of age

The age of commercial units would be a direct contributing factor.

### ***Structural Conditions***

Structural conditions were evaluated, structures were either rated as: Very Good, Good, Fair, Average, or badly worn. The data and rating system comes from the Hall County Assessor's database and is the same database used to value properties in the area.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 0 ( 0.0%) structures rated as very good
- 0 ( 0.0%) structures rated as good
- 0 ( 0.0%) structure rated as fair
- 1 (10.0%) structures rated as average
- 9 (90.0%) structure rated as badly worn



Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions due to age and conditions. It is common for older structures to get more maintenance and upkeep in order to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 100.0% of the structures in this study area are average condition or worse.

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

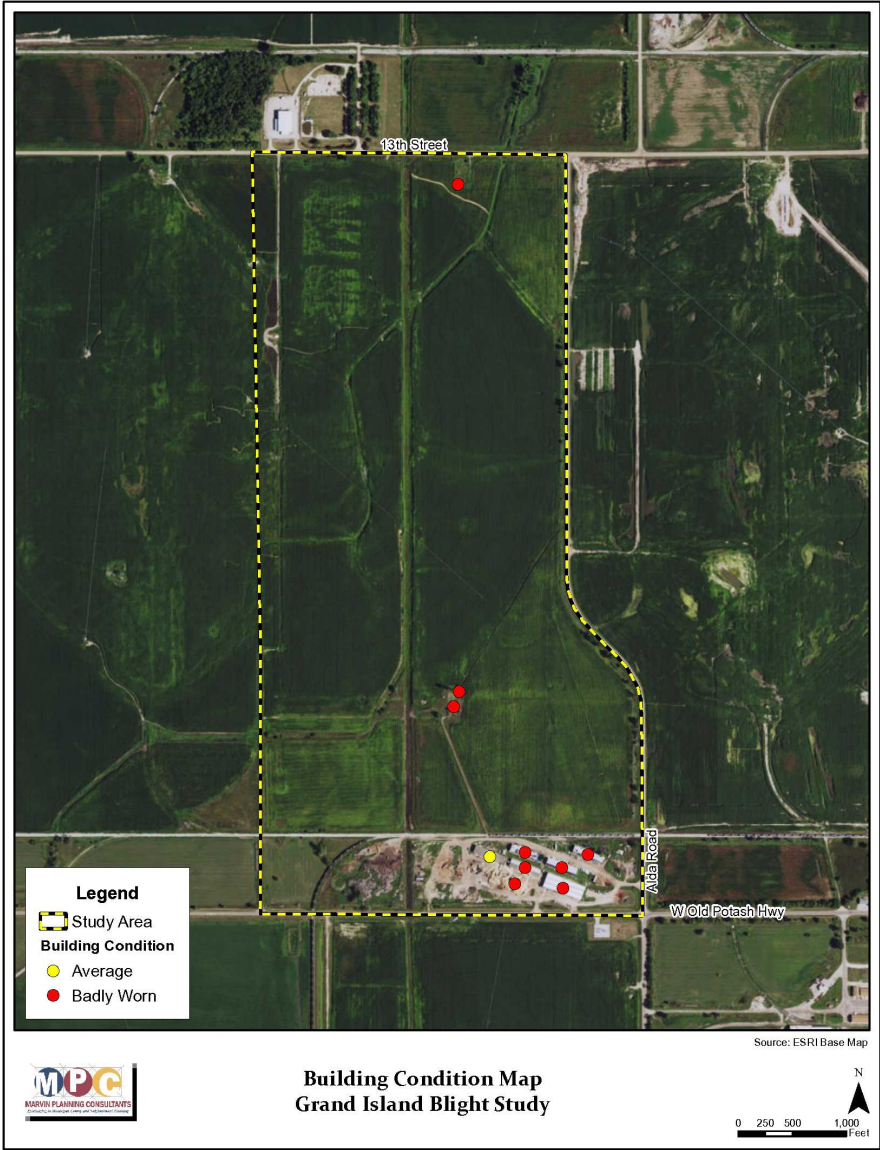
### **Deterioration of Site or Other Improvements**

#### ***Drainage Conditions***

Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high-water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

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





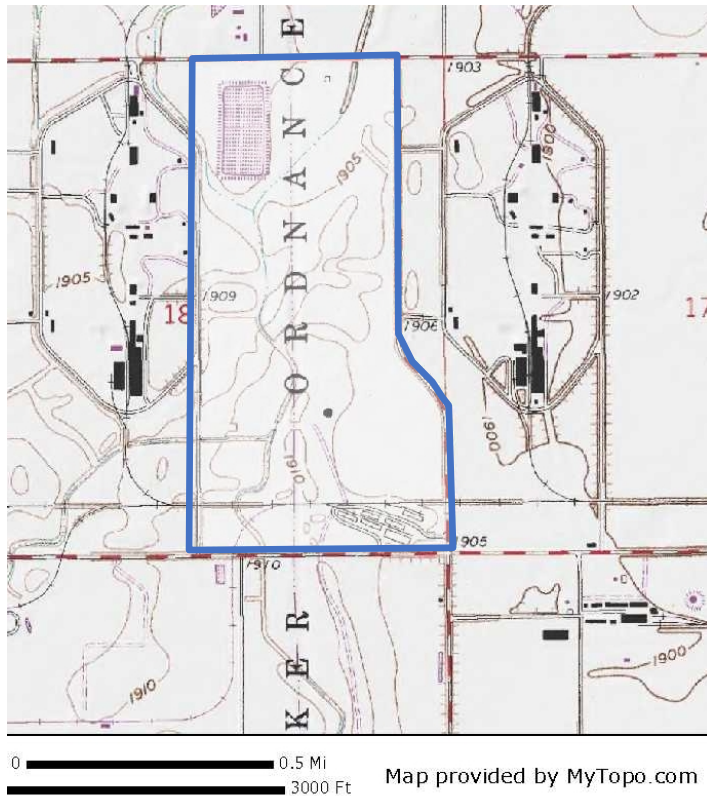
Source: Marvin Planning Consultants, 2016

The field survey examined the entire area for potential drainage problems.

Figure 5 is an existing topographic map from MyTopo.com showing the study area. The map confirms the flatness of the area throughout the entire study area falls along a contour of 1905 with occasional higher points. This contour covers the better portion of a mile-long section north to south.

The potential for standing water on this site is great. Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

**Figure 5**  
**Topographic Map of Study Area**



Source: MyTopo.com (topographic map) and Marvin Planning Consultants

### ***County Road Conditions***

The study area has county roads on three sides of the properties. Old Potash Road is a paved road along the south edge of the area and is in average condition and is beginning to show some deterioration in places. The other two sides, 13<sup>th</sup> Street and Alda Road are graveled and appear to have above average traffic and are showing signs of wear. These roads are in need of continued maintenance now and in the future.

The existing road conditions are a contributing factor to the deterioration of site or other improvement within the area.

### ***Stormwater management***

The study area, is surrounded by rural section roads which includes drainage ditches. The ditches along with the lack of slope in the area, creates a negative impact on stormwater management for the area. This is typically true throughout the entire Hall County area.

The stormwater management system is a contributing factor to the deterioration of site or other improvement within the area.

### ***Internal Infrastructure***

The on-site area surrounding O'Neill Wood Resources is made up primarily of dirt and gravel. The area has numerous potholes and water holes. These are areas that may cause damages to vehicles. In addition, these areas are good places for standing water to collect and mosquitoes to collect.

The internal infrastructure is a contributing factor to the deterioration of site or other improvement within the area.

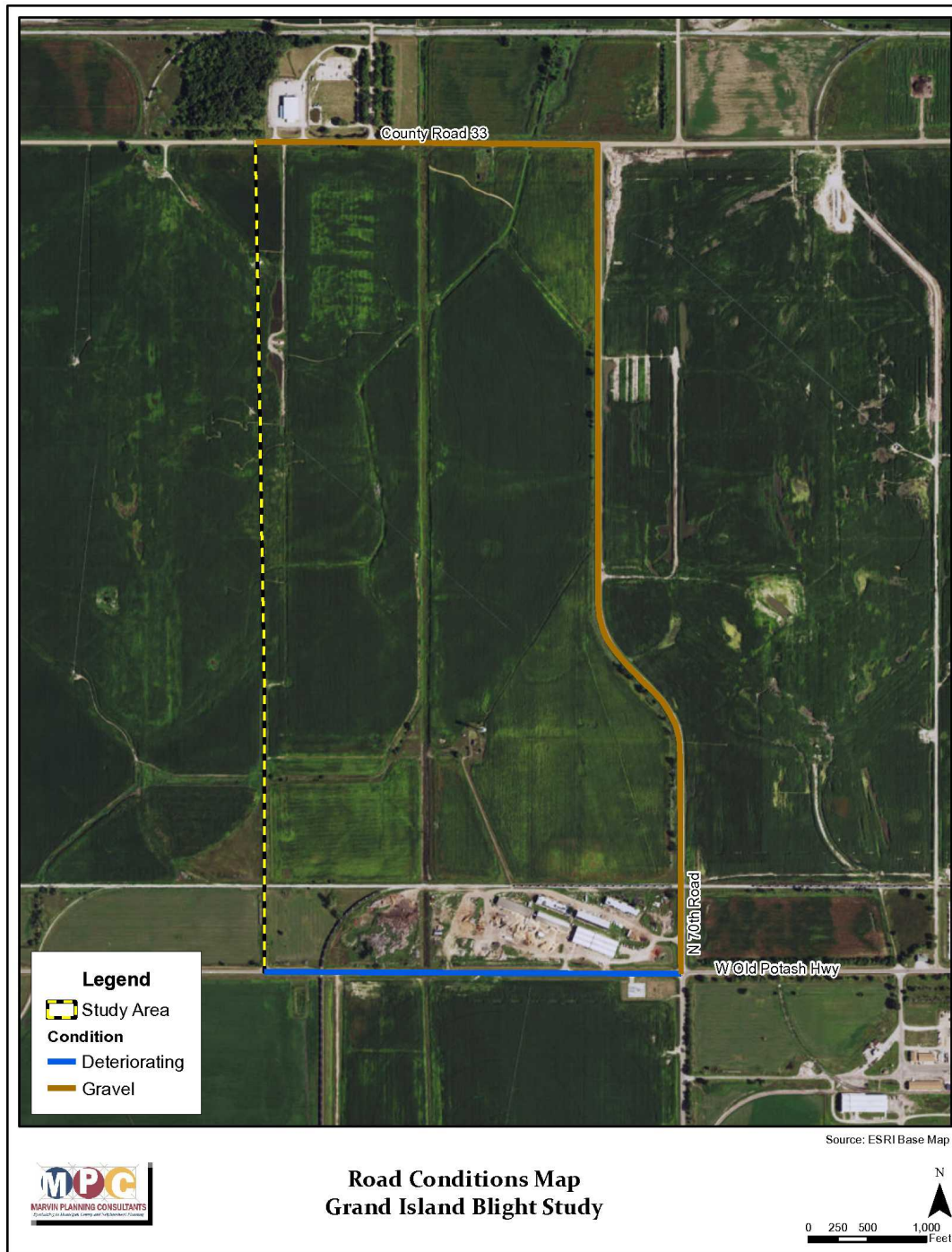
### ***Old Cornhusker Army Ammunition Plant Infrastructure and Contamination***





Within the study area there are several pieces of the old base infrastructure still underground and above ground. Currently, there is an old water tower and well house on the O'Neill property and an old well house near 13<sup>th</sup> Street. In addition, there are old sanitary sewer lines still buried within the same area.

**Figure 6**  
**County Road Conditions**



Source: Marvin Planning Consultants, 2016

Besides the water tower and well houses, there are older wood and asbestos covered water pipes connecting the old water system throughout the site, see Figure 7. These lines are currently in place as shown. At present, there is water still supplied through these lines to the O'Neill Wood Resources property (strictly for fire protection). Any type of development within this study will likely require the complete or partial removal of these asbestos pipes during demolition and construction, thus exposing the asbestos hazard if not controlled properly.

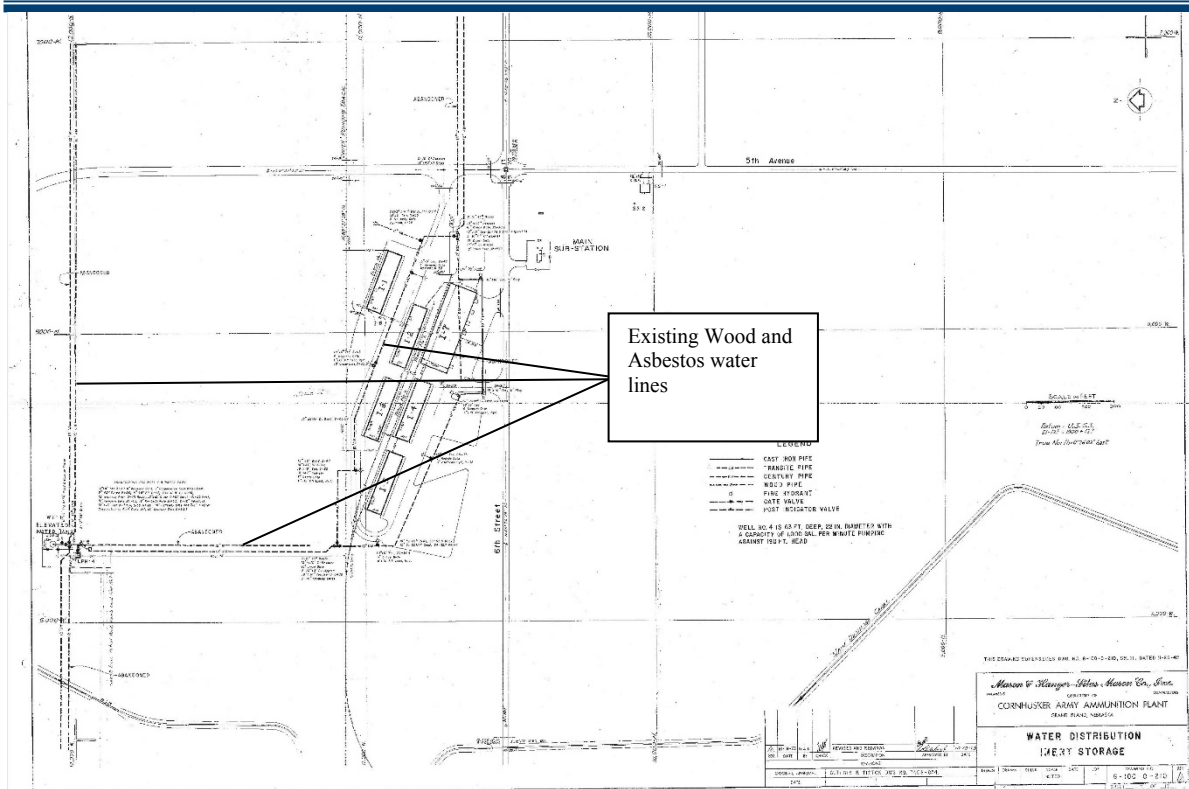
The existing sanitary sewer lines within the study area are constructed of similar materials. Similar to the water lines, these lines will likely need to be disturbed during any future development/redevelopment of the property, thus exposing the asbestos hazard if not controlled properly.

In addition to the aging and potentially hazardous infrastructure, the entire Cornhusker Army Ammunition Plant site is considered a potential hazardous area with regard to ground water contamination from RDX used during the manufacturing of explosives on the old site. The actual contamination plume is under the northern portion of the study area, see Figure 9. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The internal infrastructure, as well as, the former Cornhusker Army Ammunition Plant contamination plume are contributing factors to the deterioration of site or other improvement within the area.

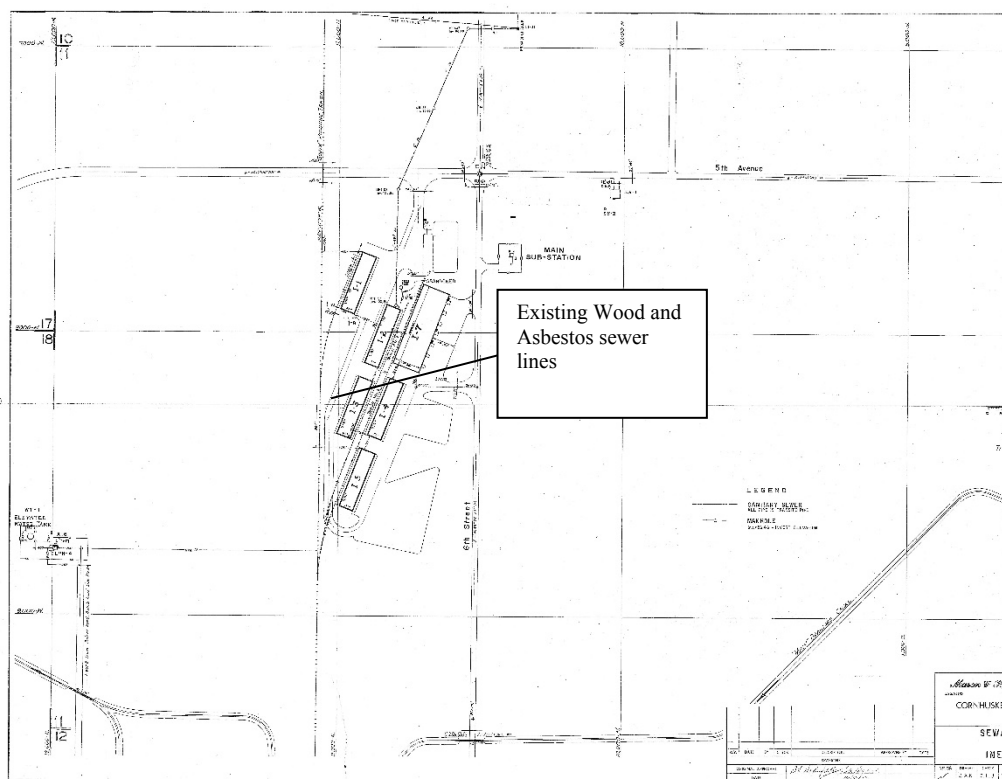


**Figure 7**  
**Cornhusker Army Ammunition Plant Water System**



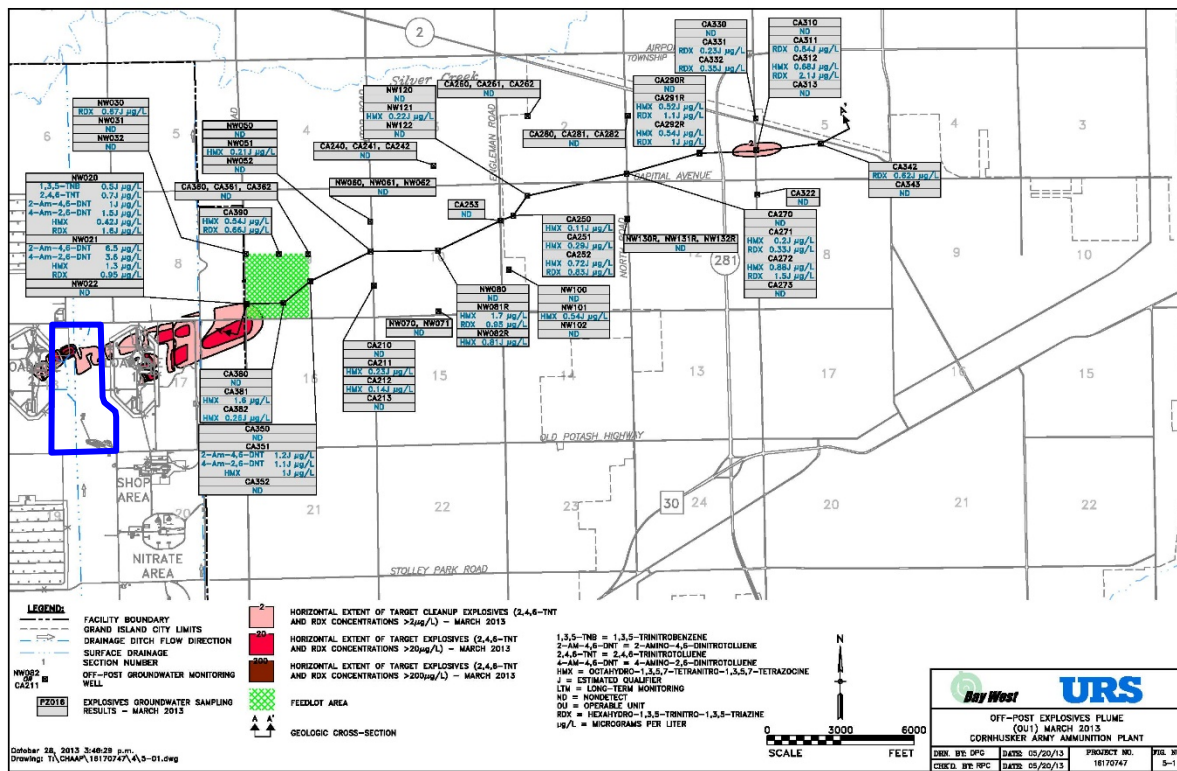
Source: City of Grand Island (Lot lines) and Marvin Planning Consultants

**Figure 8**  
**Cornhusker Army Ammunition Plant Sanitary Sewer System**



**Figure 9**  
**Cornhusker Army Ammunition Plant Contamination Plume**





Source: City of Grand Island (Lot lines) and Marvin Planning Consultants

## Insanitary or Unsafe Conditions

There are a number of factors tending to fall under this category. The study area was found to have several factors falling into insanitary and unsafe. The following will outline the conditions found.

### Drainage Conditions

Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high-water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

Figure 5 shows the existing topographic map from MyTopo.com showing the study area. The map confirms the flatness of the area throughout the entire study area falls along a contour of 1905 with occasional higher points. This contour covers the better portion of a mile-long section north to south.

The potential for standing water on this site is great. Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

The drainage conditions are a contributing factor to the Insanitary and Unsafe Conditions within the area.

### Stormwater management

The study area, is surrounded by rural section roads which includes drainage ditches. The ditches along with the lack of slope in the area, creates a negative impact on stormwater management for the area. This is typically true throughout the entire Hall County area.

The stormwater management system is a contributing factor to the Insanitary and Unsafe Conditions within the area.

### Internal Infrastructure

The on-site area surrounding O'Neill Wood Resources is made up primarily of dirt and gravel. The area has numerous potholes and water holes. These are areas that may cause damages to vehicles. In addition, these areas are good places for standing water to collect and mosquitoes to collect.

The internal infrastructure is a contributing factor to the Insanitary and Unsafe Conditions within the area.

### Old Cornhusker Army Ammunition Plant Infrastructure and Contamination

Within the study area there are several pieces of the old base infrastructure still underground and above ground. Currently, there is an old water tower and well house on the O'Neill property and an old well house near 13<sup>th</sup> Street. In addition, there are old sanitary sewer lines still buried within the same area.

Besides the water tower and well houses, there are older wood and asbestos covered water pipes connecting the old water system throughout the site, see Figure 7. These lines are currently in place as shown. At present, there is water still supplied through these lines to the O'Neill Wood Resources property (strictly for fire protection). Any type of development within this study will likely require the complete or partial removal of these asbestos pipes during demolition and construction, thus exposing the asbestos hazard if not controlled properly.

The existing sanitary sewer lines within the study area are constructed of similar materials. Similar to the water lines, these lines will likely need to be disturbed during any future development/redevelopment of the property, thus exposing the asbestos hazard if not controlled properly.

In addition to the aging and potentially hazardous infrastructure, the entire Cornhusker Army Ammunition Plant site is considered a potential hazardous area with regard to ground water contamination from RDX used during the manufacturing of explosives on the old site. The actual contamination plume is under the northern portion of the study area, see Figure 9. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The internal infrastructure, as well as, the former Cornhusker Army Ammunition Plant contamination plume are a contributing factor to the Insanitary and Unsafe Conditions within the area.

### **Existence of Conditions endangering life or property due to fire or other causes**

As mentioned earlier, the entire Cornhusker Army Ammunition Plant site is considered a hazardous area with regard to ground water contamination. The actual contamination plume is under the northern portion of the study area, see Figure 9. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The groundwater is contaminated with RDX, a dangerous carcinogen, which was used in the manufacture of explosive devices during the life of the ammunition plant and is extremely unsafe to humans and other animals. Figure 9 indicates there two of three highest levels of contamination present in the study area. This chemical is directly linked to several medical problems and conditions.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

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

Within this study area there are a number of factors that are impairing or arresting sound growth. A couple of these include:

- The contamination plume is a major condition factor arresting sound growth in the Grand Island area.

Based upon the review of the area, there is one sufficient element present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.

### **Stable or decreasing population based on the last two decennial censuses**

Over the past 20 years the population within the study area has been stable or decreasing. The Study Area has had no population for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

Based upon the criteria for the area, by the US Department of Defense, all future land uses in this area shall not include permanent residential structures.

### **Diversity of Ownership**

Within this small study area, there are three different property owners including O'Neill Wood Resources, ARS Nebraska LLC, and CAIP LLC. Coordination of any redevelopment of this area may require specific intervention that a Blight and Substandard designation offers.

### **Blighting Summary**

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

- **Qualifies under the Former Defense Site statute**



- The real property located outside the corporate limits of the city is a formerly used defense site;
- The formerly used defense site is located within the same county as the city approving such redevelopment project;
- Formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.

### Criteria under Part A of the Blight Definition

- **Substantial number of deteriorating structures**
  - Within the study are 90.0% of the structures were deemed to be in a deteriorated state or worse. While the other 10% are considered to be in an average condition.
- **Deterioration of site or other improvements**
  - Drainage of existing site is difficult based upon the existing topography.
  - County Road conditions.
  - Stormwater management.
  - Internal Infrastructure.
  - Old Cornhusker Army Ammunition Plant infrastructure and Contamination.
- **Insanitary or Unsafe Conditions**
  - Drainage of existing site is difficult based upon the existing topography.
  - Stormwater management.
  - Internal Infrastructure.
  - Old Cornhusker Army Ammunition Plant infrastructure and Contamination.
- **Dangerous conditions to life or property due to fire or other causes**
  - Old Cornhusker Army Ammunition Plant Contamination.
- **Combination of factors which are impairing and/or arresting sound growth**
  - Old Cornhusker Army Ammunition Plant infrastructure and Contamination.
- **Diversity of Ownership**
  - There are currently three different owners listed for the property within the Study Area.

### Criteria under Part B of the Blight Definition

- **Average age of commercial units is over 40 years of age**
  - Within the Study Area 90.0% of the commercial units meet the criteria of 40 years of age or older.
    - **Stable or decreasing population based on the last two decennial censuses**
    - The population of the Study Area has remained stable over the past two decennial censuses.
    - Based upon the county assessor's assessment records, the average age of the commercial units within the study area is 61.5 years.

### The other criteria for Blight were not present in the area

- Faulty Lot Layout
- Improper Subdivision or Obsolete Platting
- Defective/Inadequate street layouts
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

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

## **Substandard Conditions**

### **FORMER DEFENSE SITE**

Based upon Chapter 18, Sections 18-2103 and 2123.01 of the Revised Nebraska State Statutes, this study area is deemed to be Blighted and Substandard. The area meets the necessary eligibility criteria identified in the §§18-2103 and 18-2123.01:

1. The real property located outside the corporate limits of the city is a formerly used defense site;
2. The formerly used defense site is located within the same county as the city approving such redevelopment project;
3. Formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.

### **Predominance of Buildings/Improvements based on Age, Dilapidation, and Deterioration**

Age of buildings or improvements can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of units that are 40 years of age or older to be a contributing factor regardless of their condition. Note 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 10 structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 9 (90.0%) commercial units were determined to be more than 40 years of age
- 1 (10.0%) commercial units were determined to be less than 40 years of age

There is a predominance of buildings or improvements 40 years of age or older.

### ***Structural Conditions***

Structural conditions of buildings or improvements were evaluated, structures were either rated as: Very Good, Good, Fair, Average (deteriorating), or badly worn (dilapidation). The data and rating system comes from the Hall County Assessor's database and is the same database used to value properties in the area.

Based upon the data provided to the planning team, the following is the breakdown for building or improvements in the study area:

- 0 ( 0.0%) buildings or improvements rated as very good
- 0 ( 0.0%) buildings or improvements rated as good
- 0 ( 0.0%) buildings or improvements rated as fair
- 1 (10.0%) buildings or improvements rated as average
- 9 (90.0%) buildings or improvements rated as badly worn

Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions (deteriorating and/or dilapidation) due to physical conditions. It is common for older structures to get more maintenance and upkeep in order to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 100.0% of the structures in this study area are average condition or worse.

Due to the stated conditions found in the Hall County Assessor's data, the condition of the buildings or improvements are a contributing factor.

## **Substandard Summary**

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

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

## **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #20**

Blight Study Area #20 has several items contributing to the Blight and Substandard Conditions. These conditions include:

**Blighted Conditions**

- Former Defense Site

**Blighting Conditions – Part A**

- Substantial number of deteriorated or deteriorating structures
- Deterioration of site or other improvements
- Insanitary and Unsafe Conditions
- Dangerous conditions to life or property due to fire or other causes
- Combination of factors which are impairing and/or arresting sound growth
- Diversity of Ownership

**Blighting Conditions – Part B**

- Stable or decreasing population based on the last two decennial censuses
  - Average age of commercial units is over 40 years of age

**Substandard Conditions**

- Former Defense Site
- Predominance of Buildings/Improvements based on Age, Dilapidation, and Deterioration

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A BLIGHT AND SUBSTANDARD STUDY FOR A FORMERLY USED DEFENSE SITE BY THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the Grand Island City Council at its December 13, 2016 meeting, referred **the Blight and Substandard Study commissioned by O'Neill Wood Resources** to the Hall County Regional Planning Commission, (the "**Commission**") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to the Nebraska Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"), including the redevelopment of formerly used defense sites; and

**WHEREAS**, the Commission has reviewed said Blight and Substandard Study and confirmed the following findings:

- This property as presented in the study meets the requirements to be declared substandard,
- This property as presented in the study meets the requirements to be declared blighted,
- The factors are necessary to declare the property blighted and substandard are sufficiently distributed to impact development across the entire site,
- This property despite its potential for economic development has not experience significant development in large part because of the lack of public infrastructure in and around the site,
- That development of this property to its full potential is in the best interest of the City of Grand Island and the entire region,
- That there are projects ready to develop at this site if they can meet the financial goals of the developers,
- That the City of Grand Island, the Grand Island Area Economic Development Corporation, and the Hall County Board of Supervisors have repeatedly made attempts to encourage further industrial and manufacturing development of this site since it was declared surplus by the U.S. Army Corp of Engineers in the mid 1990's.

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

**Section 1.** The Commission hereby recommends approval of the Blight and Substandard Study.

**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:** January 4, 2017.

**HALL COUNTY REGIONAL PLANNING  
COMMISSION**

ATTEST:

By: *Cara Maurer*  
Secretary Pro Tem

By: *Leslie E. Ruge*  
Chair Pro Tem





# NORTHWEST PUBLIC SCHOOLS

Lockwood 1R Cedar Hollow Chapman St. Libory Northwest

January 30, 2017

Mr. Chad Nabity, Regional Planning Director  
Post Office Box 1968  
Grand Island, NE 68802

Mr. Nabity,

This correspondence is sent to affirm that the Northwest Public Schools board of education discussed proposed substandard and blighted designation for parts of the Cornhusker Army Ammunition Depot at their board retreat held on January 25, 2017. At that time the board decided they would take a neutral position on this matter.

Thank you for your efforts to involve Northwest in the city's planning for this area of our district. We ask that you keep us apprised of any future studies or actions which the city may take that would impact this area.

Sincerely,

Matthew Fisher, Superintendent  
Northwest Public Schools

---

District Office: 308-385-6398 - Fax: 308-385-6393 - 2710 N. North Road, Grand Island, NE 68803  
Matt Fisher, Superintendent - [www.ginorthwest.org](http://www.ginorthwest.org)



# Hall County Board of Supervisors

121 South Pine Street, Grand Island, NE 68801  
Phone (308) 385-5093 Fax (308) 385-5094 TDD (800) 833-7352  
Stacey Ruzicka, Executive Assistant to the County Board

February 8, 2017

Mayor Jensen  
City Council Members  
PO Box 1968  
Grand Island, NE 68802

On February 7, the county board of supervisors heard a presentation from Regional Planning Director Chad Nabity regarding blight and substandard studies at the former Cornhusker Army Ammunition Plant. The county board voted unanimously in favor of determining the two sites currently under consideration as blighted and substandard, thus agreeing that TIF funds should be made available for projects on those properties.

We would like to have Mr. Nabity present any future blight studies and redevelopment plans to us so that we have the opportunity to make a recommendation and forward our comments to the city council regarding any future use of TIF funds at the former Cornhusker Army Ammunition Plant. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Pamela E. Lancaster".

Pamela E. Lancaster  
Chair – Hall County Board of Supervisors

#### Supervisors

Pamela E. Lancaster, Chair 381-2754 ♦ Scott Arnold 384-3905 ♦ Karen Bredthauer 382-2070  
Douglas Lanfear 384-7289 ♦ Gary Quandt 382-8255 ♦ Jane Richardson 382-5878 ♦ Stephen Schuppan 380-0362



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item E-5

**Public Hearing on CRA Area 21 Blighted and Substandard Study for 35.62 Acres located along U.S. Highway 30, North of Seedling Mile Road and East of Stuhr Road (Craig & Lesa Dixon)**

*Council action will take place under Resolutions item I-5.*

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** February 14, 2017

**Subject:** East Highway 30 Blight Study (Proposed Area 21)  
C-07-2017GI

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

## **Background**

Craig and Lesa Dixon, owners of CIK Investments, commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 21 to be prepared by Marvin Planning Associates of David City, Nebraska. The study area includes approximately 35.62 acres referred to as CRA Area No. 21. The study focused on property located north of Seedling Mile Road and east Stuhr Road in eastern Grand Island (See the attached map). On December 27, 2016, Council referred the attached study to the Planning Commission for its review and recommendation.

The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council.

## **Discussion**

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.

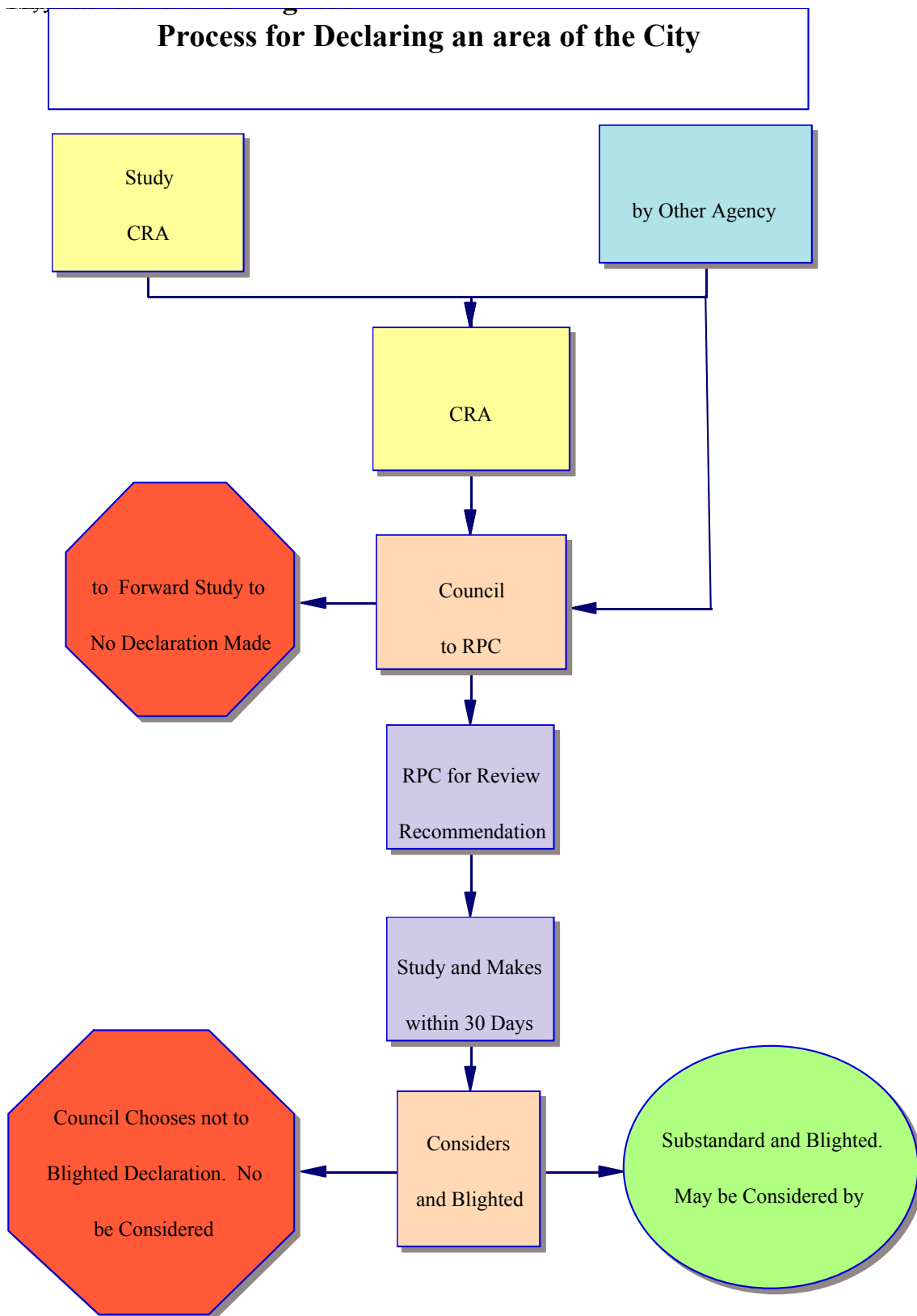
At this time, the Council is only concerned with determining if the property is blighted and substandard. Figure 3 is an overview of the differences between the blight and substandard declaration and the redevelopment plan. If a declaration as blighted and substandard is made by Council then the Community 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.

Grand Island has 18 areas that have been declared blighted and substandard, which covers 3,785 acres. This represents 19.8% of the area of the City. Grand Island can declare up to 35% of its municipal area blighted and substandard. If Council approves the declaration of this area as blighted and substandard 35.62 acres would be added to the blighted and substandard area in Grand Island increasing the percentage by 0.19% to 19.98%, which is well below the 35% limitation.



**Redevelopment Area 21**





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

# Substandard and Blighted Declaration vs. Redevelopment Plan



- **Substandard and Blighted Declaration**
  - A Study of the Existing Conditions of the Property in Question
  - Does the property meet one or more Statutory Conditions of Blight?
  - Does the Property meet one or more Statutory Conditions of Substandard Property?
  - Is the declaration in the best interest of the City?
- **Redevelopment Plan**
  - What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?
  - How should those activities and improvements be paid for?
  - Will those activities and improvements further the implementation of the general plan for the City?

Figure 3 Blight and Substandard Declaration compared to a Redevelopment Plan

It is appropriate for the Council in conducting its review and considering its decision regarding the substandard and blighted designation to:

1. review the study,
2. take testimony from interested parties,
3. review the recommendation and findings of fact identified by the Planning Commission (Planning Commission did not identify any findings with their motion so none are available.)
4. make findings of fact, and
5. include those findings of fact as part of its motion to approve or deny the request to declare this area blighted and substandard. Council can make any findings they choose regarding the study and the information presented during the public hearing to support the decision of the Council members regarding this matter.

### **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 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 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-Blight and Substandard Study**

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 5 to 14 of the study.

### **FINDINGS FOR GRAND ISLAND**

Study Area 21 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #21**

Blight Study Area #21 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions**

##### **Part A of the Blight Definition**

- Substantial number of deteriorated or deteriorating structures
- Deterioration of site or other improvements
- Faulty Lot Layout
- Insanitary and Unsafe Conditions
- Combination of factors which are impairing and/or arresting sound growth
- Stable or decreasing population based on the last two decennial censuses
- Diversity of Ownership
- Improper Subdivision or Obsolete Platting
- Defective/Inadequate Street Layout

##### **Part B of the Blight Definition**

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

#### **Substandard Conditions**

- Average age of the buildings and improvements in the area is at least forty years

Based on the study these areas meet the thresholds to qualify as blighted and substandard.

Tax increment financing would potentially be available for redevelopment projects on any of the property included in the study.

## **Recommendation**

Staff recommends considering the following questions as a starting point in the analysis of this Study and in making a determination. The City Council is ultimately responsible for answering the question of whether the property included in the study is blighted and substandard **and** whether making such a designation is in the **best interest** of the City.

### **Recommend Questions for City Council**

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)
- 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 development of adjacent property necessary to eliminate blighted and substandard conditions in the area?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?
- Will a blight declaration increase the likelihood of development/redevelopment in the near future and is that in the best interest of the City?
- What is the policy of the City toward increasing development and redevelopment in this area of the City?

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. All of the testimony, a copy of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing.

## **Planning Commission Recommendation**

The Planning Commission held a Public Hearing on this proposal at their meeting on February 1, 2017.

Nabity said the area is the site of the former Bosselman Eaton truck stop. It has aged buildings, limited access and improper platting. Craig and Lesa Dixson own some of the buildings and want to expand their business.



Marvin said the buildings have a mean average age of 58.1 years. The area is difficult to navigate because there is a lack of public roads. Traffic currently drives across lot lines and there is no clear public path. Nabity said the area may be too narrow for a new road, but there are ways to improve public access.

A motion was made by Robb and seconded by Ruge to approve Resolution 2017-03 and the Blight and Substandard Study for Area 21 with the Marvin Planning Consultants study providing the findings of fact of blight and substandard conditions.

The motion carried with 11 members voting in favor (Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rainforth, Rubio, Sears, Hoggatt and Kjar) and no members voting no or abstaining.

### **Alternatives**

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

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

### **Sample Motion**

If Council wishes to approve the designation of this property as blighted and substandard, an action required if Tax Increment Financing is to be used for the redevelopment of properties in this area, a motion should be made to approve the Substandard and Blight Designation for Redevelopment Area No. 21 in Grand Island, Hall County, Nebraska finding the information in the study to be factual and supporting such designation. A resolution authorizing the approval of this study has been prepared for Council consideration.

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

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. This study has been commissioned by the CIK Investments in order to analyze the possibility of declaring the area as blighted and substandard.

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 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 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, Hall County Regional Planning Commission 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 owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

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

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

### **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 includes several commercial uses within the corporate limits of Grand Island.

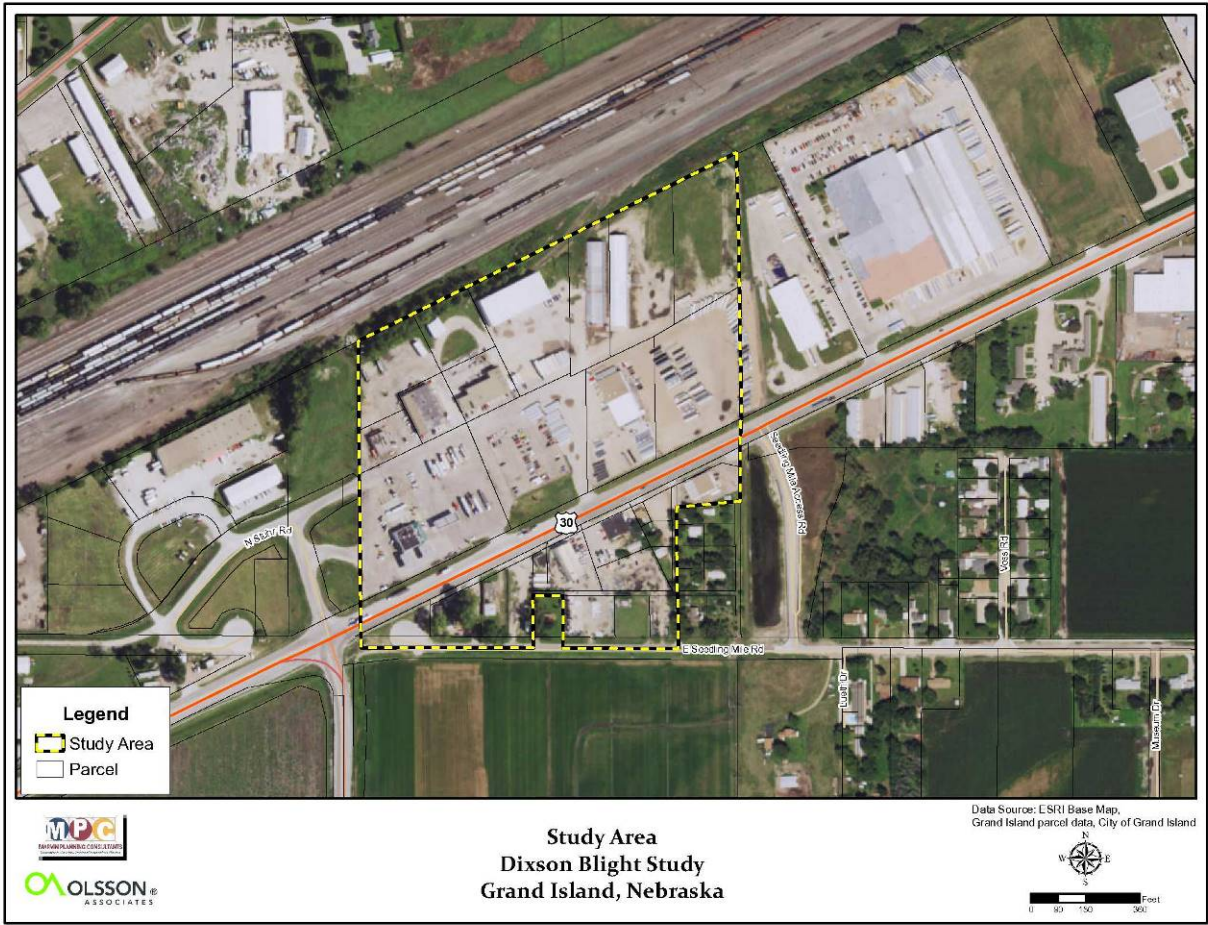
Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand 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***

The Study consists of area described as follows: The Point of Beginning is the NW corner of a lot described as Bosselman Brothers Second Sub Lot 2; thence, northeasterly along the north property line of said lot and continuing northeasterly to the NE corner of a lot described as Bosselman Brothers Sub Lot 5; thence, southerly along the east property line of said lot and continuing southerly along the eastern property lines of properties until intersecting with the southeast corner of Lot A Stehr's Sub Lot 10; thence westerly along the south lot line of said lot to the southwest corner of said lot; thence, southerly along the west property line of Lot E of Stehr's Sub Lot 10 and continuing southerly along west property lines to the centerline of E. Seedling Mile Road; thence, westerly along said centerline to the extended east property line of Lot 3 Stehr's Subdivision; thence, northerly along said east property line to the northeast corner of said corner; thence, westerly along the north property to the northwest corner of said lot; thence, southerly along the west property line to the centerline of E. Seedling Mile Road; thence, westerly along said centerline to the extended western property line of a Lot described as Bosselman Brothers Sub Lot 1; thence, northerly along said extended west property line and continuing to the POB. Total area is 35.62 acres.

#### **Figure 1**



Source: Marvin Planning Consultants 2016

**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 several impacts either benefitting or detracting 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 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. These data from the survey are analyzed in the following paragraphs.

**TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2016**



Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0	0.0%	0.0%
Single-family	0	0.0%	0.0%
Multi-family	0	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	30.85	89.1%	86.6%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	3.78	10.9%	10.6%
Total Developed Land	34.63	100.0%	
Vacant/Agriculture	0.99		2.8%
<b>Total Area</b>	<b>35.62</b>		<b>100.0%</b>

Source: 2016 Grand Island Blight Study Area 21, Marvin Planning Consultants

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all uses to the total area within the Study Area. As discussed previously, the Study Area is commercial (86.6%) and land considered vacant accounts for only 2.8% of the total area.

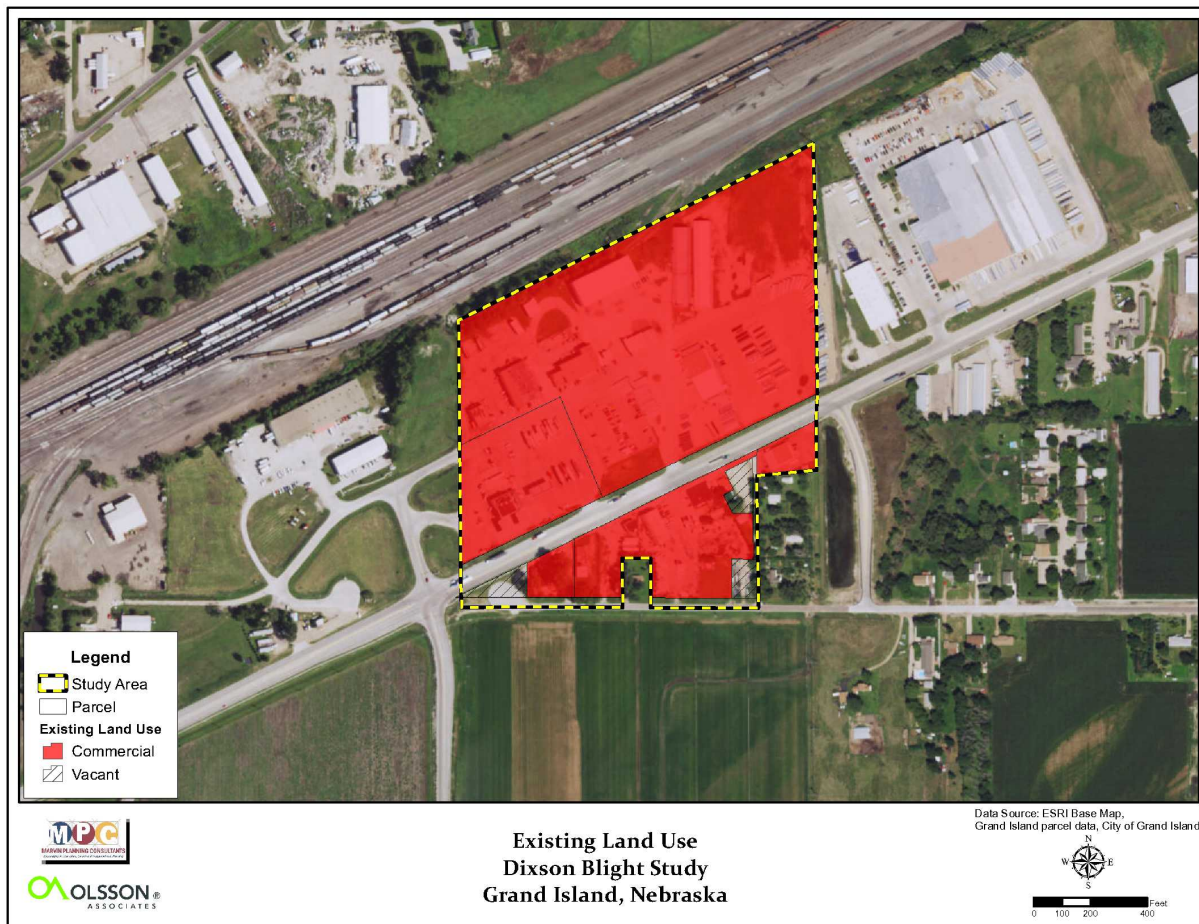
**Figure 2**

**Existing**

**Land**

**Use**

**Map**



Source: Marvin Planning Consultants, 2016

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

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



## CONTRIBUTING FACTORS

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

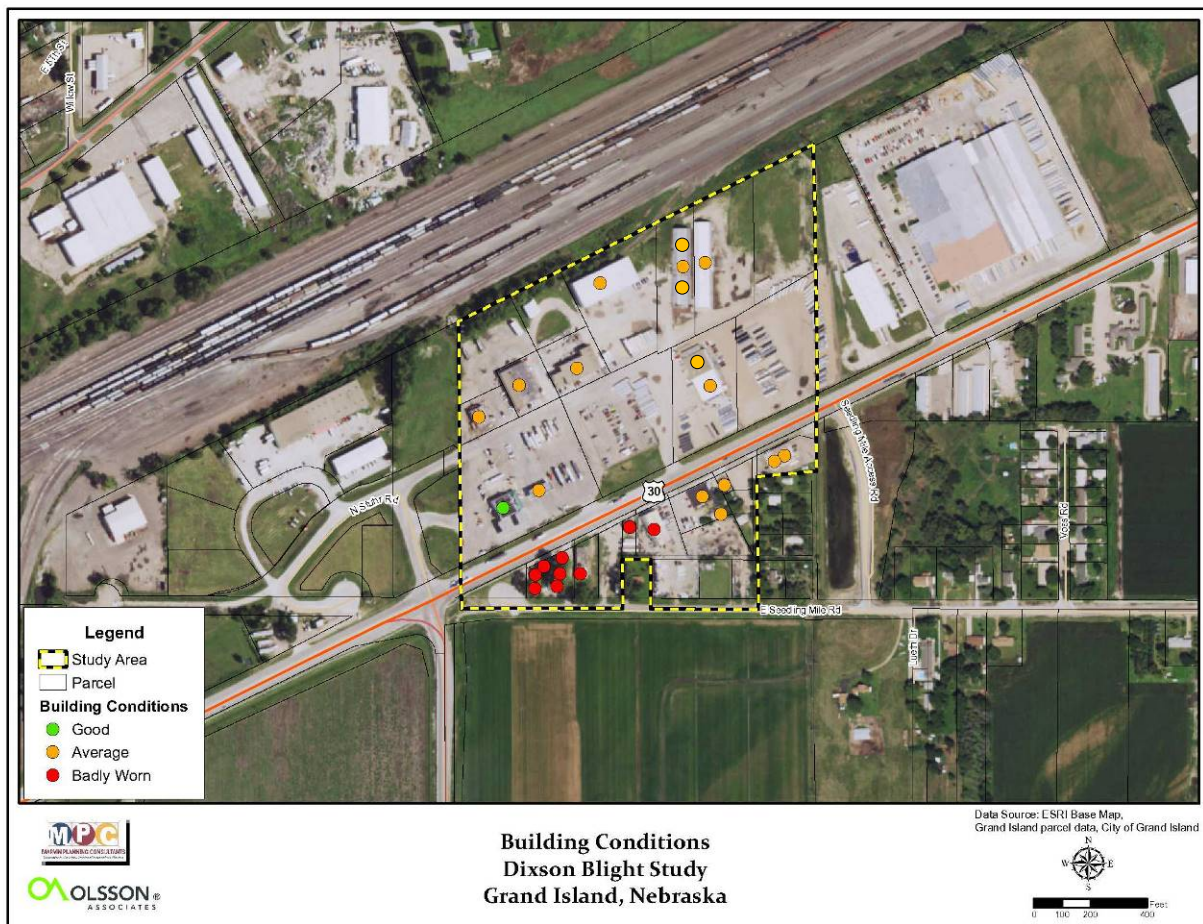
### *Structural Conditions*

Structural conditions were evaluated, structures were either rated as: Very Good, Good, Fair, Average, or badly worn. The data and rating system comes from the Hall County Assessor's database and is the same database used to value properties in the area.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 0 ( 0.0%) structures rated as very good
- 1 ( 3.9%) structures rated as good
- 0 ( 0.0%) structure rated as fair
- 16 (61.5%) structures rated as average
- 9 (34.6%) structure rated as badly worn

**Figure 3**  
**Structural Conditions**



Source: Marvin Planning Consultants, 2016

Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions due to age and conditions. It is common that the older a structure gets the more maintenance and upkeep are required to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 96.1% of the structures in this study area are average condition or worse.

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

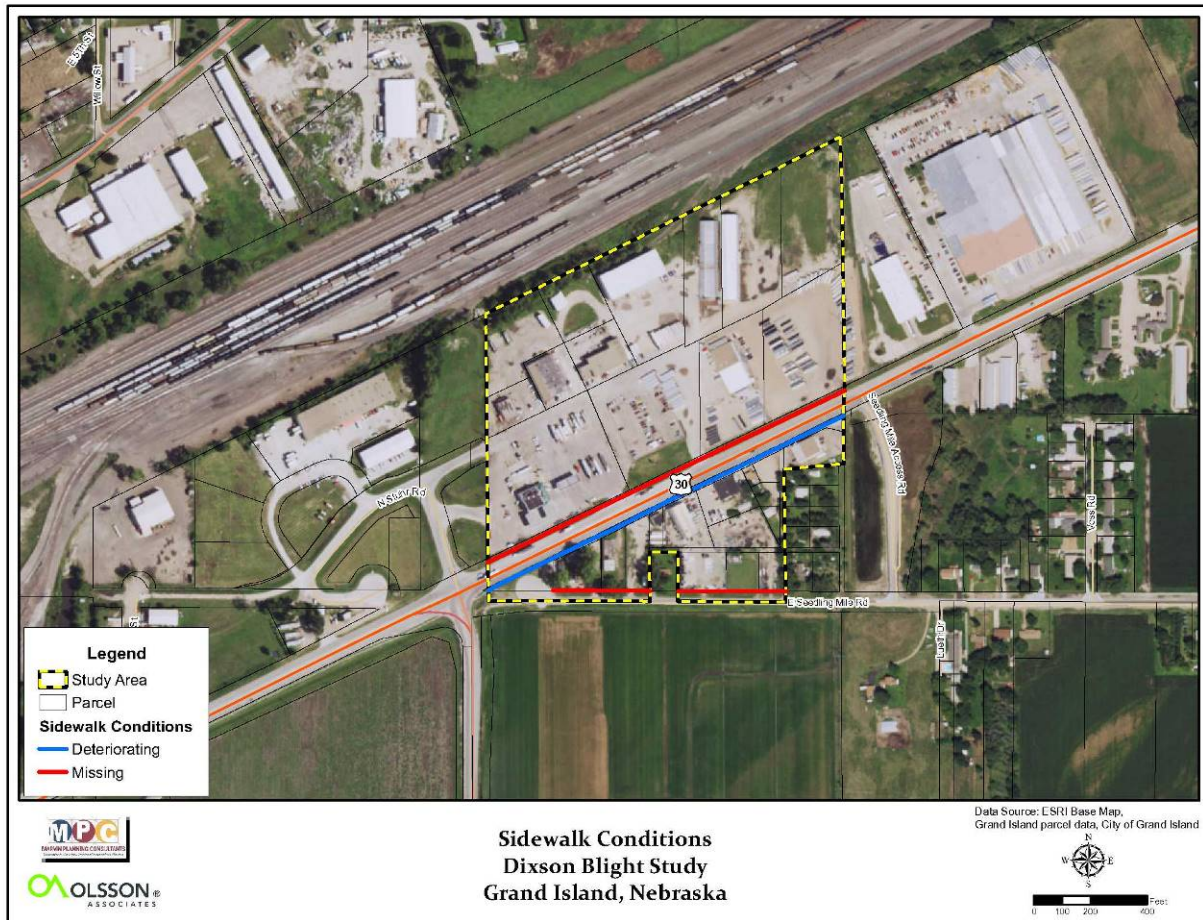
### Deterioration of Site or Other Improvements

### *Sidewalk Conditions*

Sidewalks, regardless of the area and uses within a community, should provide a safe means of movement for pedestrians. Sidewalks become increasingly more important along transportation routes considered to be arterials and highways. A sidewalk allows for pedestrian movement while keeping people off heavily traveled streets.

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidating, and missing completely.

### Figure 4 Sidewalk Conditions



Source: Marvin Planning Consultants, 2016

Within the study area there is approximately 3,508 lineal feet of area where sidewalk could or should be located. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- 0 (0.0%) lineal feet of adequate sidewalk
- 1,394 (39.7%) lineal feet of deteriorating sidewalk
- 2,114 (60.3%) lineal feet of no sidewalk.

The only sidewalk in the study area is along the south side of US Highway 30. There is no sidewalk located along the north side or along Seedling Mile Road.

### *Drainage Conditions*



Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high-water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

The field survey examined the entire area for potential drainage problems.

Another item of note deals with the actual number of stormwater inlets in the study area. This area was developed as a large hard surfaced and graveled area; therefore, there are very few places for the water to run during wet periods.

Figure 5 is an existing topographic map from the City of Grand Island's website. The map confirms the flatness of the area along US Highway 30. The most common contour identified on the map is the 1835; however, they are separated by a great deal of distance. This distance is what identifies the flatness of the area.

The potential for standing water on this site is great. Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

**Figure 5**  
**Topographic Map of Study Area**



Source: City of Grand Island (topographic map) and Marvin Planning Consultants



### Faulty Lot Layout

Faulty lot layout can lead to several issues including size of a lot, adequacy of the lot for the use, accessibility to the lot and/or the usefulness of the lot. There are a few factors to examine within this particular study area.

#### *Accessibility of the Lots*

Currently, the area has three points of access. Two of these are located along US Highway 30 and lead directly onto properties located along US Highway 30. The third access point is off Stuhr Road and leads directly onto a lot. None



of the three access points go to an internal roadway system or right-of-way. Even with properly filed easements, access to some of these lots could become an issue in the future.

**Figure 7**  
**Lot Layout of Study Area**



Source: City of Grand Island (Lot lines) and Marvin Planning Consultants

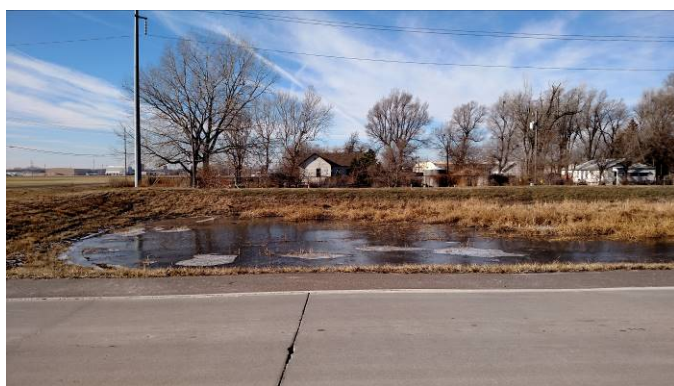
## Insanitary or Unsafe Conditions

There are several factors tending to fall under this category. The study area was found to have several factors falling into insanitary and unsafe. The following will outline the conditions found.

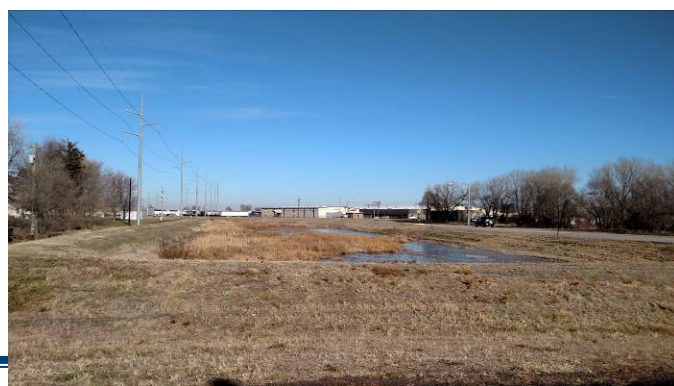
### *Detention Cell*

The study area is bounded by a larger detention cell on the east. Although this cell is not in the study area, its proximity creates potential unsafe conditions. At the time of the study, the cell was partially filled due to recent rains and snow melt. The cell, though necessary to drain portions of the area, it still presents an unsafe condition.

### *Unsecured Areas*



City of Grand Island, Nebraska • December 2016



Page 8



The primary parcel is currently unsecured and has the hazardous building as discussed in the previous paragraph. Steps need to be taken to either secure the property or eliminate the hazardous conditions. These areas include different trucking materials, tractors, damaged vehicles, semi-trailers, and more.



### **Existence of Conditions endangering life or property due to fire or other causes**

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. Many these factors have been previously discussed in this report. These factors include:

- Detention cell near the study area
- Proximity to the Union Pacific Railroad Mainline. The mainline, considering the number of trains per day provides a risk for derailment and or sparks creating a fire along the route.
- Number of incompatible uses including industrial uses with outside storage adjacent to inhabited residential structures.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

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

Within this study area there are many factors that are impairing or arresting sound growth. A couple of these include:

- The lack of good access to several properties within the study area.
- The Union Pacific Railroad Mainline to the north blocks any possible growth to the north.
- Size of lots (smaller), especially along the south side of the study area.

Based upon the review of the area, there are sufficient elements present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.

### **Stable or decreasing population based on the last two decennial censuses**

Over the past 20 years the population within the study area has been stable or decreasing. The population within the Study Area has had limited population for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.



**Diversity of Ownership**

Within this small study area, there are 17 different property owners including the City of Grand Island and the State of Nebraska. Coordination of any redevelopment of this area may require specific intervention that a Blight and Substandard designation offers.

**Figure 8**  
**Improper Subdivision or Obsolete Platting**



Source: City of Grand Island and Marvin Planning Consultants

**Improper Subdivision or obsolete platting**

This criterion follows closely with the Faulty Lot Layout. Much of this area can be considered to be improperly platted. Access is an issue for parts of this study area, See Figure 8.

**Defective/Inadequate street layouts**

This area contains defective street layouts, primarily since there are minimal platted streets within the area. The northern portion of the study area has no platted streets, only access easements. Someone unfamiliar with the area may be unaware of critical movement patterns made by the truck traffic in the area.

**Average age of the residential or commercial units in the area is at least 40 years**

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing

factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

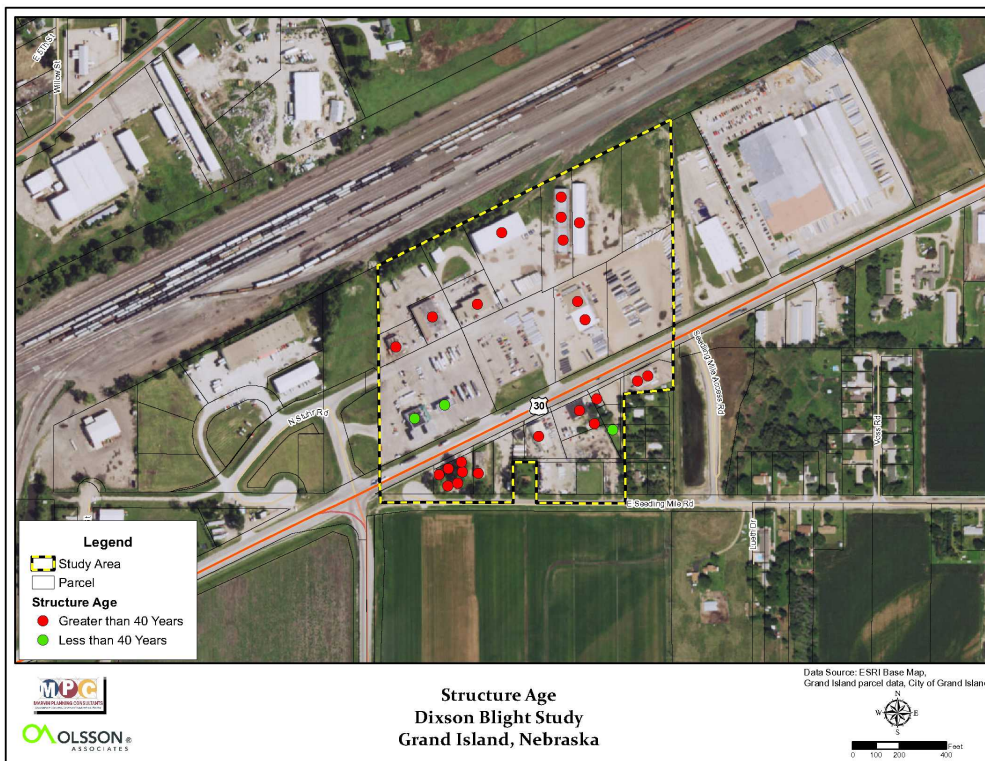
Within the study area there is a total of two primary structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 23 (88.5%) units were determined to be 40 years of age or older
- 3 (11.5%) units were determined to be less than 40 years in age

In addition, if all the actual ages of the structures were added together, then divided by the 26 structures within the study area, the mean age would be 58.07 years of age, see Table 1. The mean age also exceeds the 40-year requirement.

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

**Figure 9 Unit Age Map**



Source: Marvin Planning

Consultants, 2016

Table 2	Average	Unit	Age	Calculation
Number of Structures	Construction date	Age	Cummulative Age	
1	2015	2	2	
2	1998	38	40	
2	1969	96	136	
4	1962	220	356	
2	1960	114	470	
2	1958	118	588	
2	1957	120	708	
2	1956	122	830	
1	1945	72	902	
2	1944	146	1048	
6	1940	462	1510	
<b>Total Cummulative</b>	<b>26</b>		<b>1510</b>	
<b>Average Age</b>			<b>58.07692308</b>	

## **Blighting Summary**

### **Criteria under Part A of the Blight Definition**

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

- **Substantial number of deteriorating structures**
  - Within the study area 96.1% of the structures were deemed to be in a deteriorated state or worse.
- **Deterioration of site or other improvements**
  - The only sidewalk in the area is located along the south edge of US Highway 30 and is in a deteriorated state.
  - Drainage of existing site is difficult based upon the existing topography.
- **Faulty Lot Layout**
  - Accessibility to some lots is currently a problem.
- **Insanitary or Unsafe Conditions**
  - Lack of sidewalk in the Study Area.
  - Deteriorated structure.
  - Unsecured site which contains hazardous materials.
  - Detention cell adjacent to the study area.
- **Dangerous conditions to life or property due to fire or other causes**
  - Dilapidated structures in study area.
  - Lack of sidewalk within the Study Area
  - Union Pacific Railroad Mainline adjacent to the study area
  - Lack of defined trafficways within the area.
- **Combination of factors which are impairing and/or arresting sound growth**
  - Lack of good access to the site.
  - Union Pacific Railroad Mainline adjacent to the area.
- **Diversity of Ownership**
  - There are currently 16 different owners listed for the property within the Study Area.
- **Improper Subdivision or Obsolete Platting**
  - Accessibility to some lots is currently a problem.
  - Lack of platted rights-of-way within the area, especially in the northern portion.
- **Defective/Inadequate street layouts**
  - Lack of platted rights-of-way within the area, especially in the northern portion.

### **Criteria under Part B of the Blight Definition**

- **The average age of the residential or commercial units in the area is at least forty years**
  - 23 (88.5%) units were determined to be 40 years of age or older
  - 3 (11.5%) units were determined to be less than 40 years in age
- **Stable or decreasing population based on the last two decennial censuses**
  - The population of the Study Area has remained stable over the past 22 years.

### **Other criteria for Blight were not present in the area**

- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

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



Substandard Conditions

Average age of the residential or commercial units in the area is at least 40 years

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

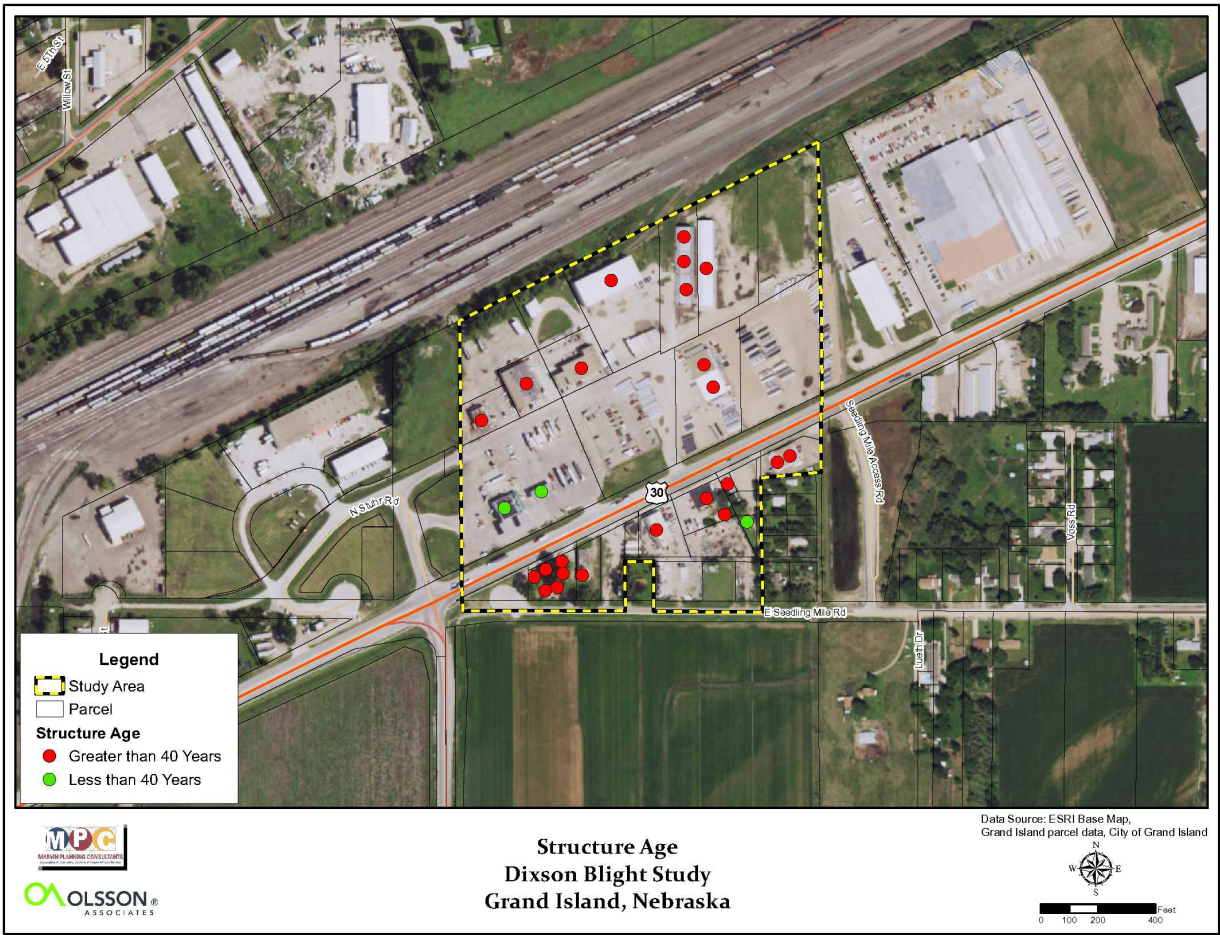
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In addition, if all the actual ages of the structures were added together, then divided by the 26 structures within the study area, the mean age would be 58.07 years of age, see Table 1. The mean age also exceeds the 40-year requirement.

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

Figure 10 Unit Age Map



Source: Marvin Planning Consultants, 2016



Table	2	Average	Unit	Age	Calculation
	Number of Structures	Construction date	Age	Cummulative Age	
	1	2015	2	2	
	2	1998	38	40	
	2	1969	96	136	
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	2	1958	118	588	
	2	1957	120	708	
	2	1956	122	830	
	1	1945	72	902	
	2	1944	146	1048	
	6	1940	462	1510	
<b>Total Cummulative</b>	<b>26</b>			<b>1510</b>	
<b>Average Age</b>				<b>58.07692308</b>	

### Substandard Summary

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

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

### FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #21

Blight Study Area #21 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions**

- Substantial number of deteriorated or deteriorating structures
- Deterioration of site or other improvements
- Faulty Lot Layout
- Insanitary and Unsafe Conditions
- Combination of factors which are impairing and/or arresting sound growth
- Stable or decreasing population based on the last two decennial censuses
- Diversity of Ownership
- Improper Subdivision or Obsolete Platting
- Defective/Inadequate Street Layout

#### **Substandard Conditions**

- Average age of the buildings and improvements in the area is at least forty years

**Resolution Number 2017-03**

**HALL COUNTY REGIONAL PLANNING COMMISSION**

**A RESOLUTION RECOMMENDING APPROVAL OF A BLIGHT AND  
SUBSTANDARD STUDY BY THE CITY OF GRAND ISLAND, NEBRASKA;  
AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the Grand Island City Council at its December 27, 2016 meeting, referred **the Blight and Substandard Study commissioned by CIK Investments** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to the Nebraska Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

**WHEREAS**, the Commission has reviewed said Blight and Substandard Study and confirmed the following findings:

- This property as presented in the study meets the requirements to be declared substandard,
- This property as presented in the study meets the requirements to be declared blighted,
- The factors are necessary to declare the property blighted and substandard are sufficiently distributed to impact development across the entire site,
- This property despite its potential for economic development has not experience significant development in large part because of the lack of public infrastructure in and around the site,
- That development of this property to its full potential is in the best interest of the City of Grand Island and the entire region,
- That there are projects ready to develop at this site if they can meet the financial goals of the developers,

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

**Section 1.** The Commission hereby recommends approval of the Blight and Substandard Study.

**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.

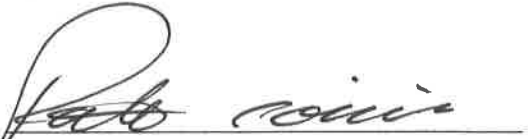
**Section 3.** This resolution shall be in full force and effect from and after its passage as provided by law.

**DATED:** February 1, 2017.

HALL COUNTY REGIONAL PLANNING  
COMMISSION

ATTEST:

By:  
Chair

A handwritten signature in cursive script, appearing to read "Pat Quinn", written over a horizontal line.

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



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item E-6

**Public Hearing on CRA Area 22 Blighted and Substandard Study for 281.8 Acres at the Former Cornhusker Army Ammunition Plant located in North of Old Potash Highway and West of 80th Road (Platte River Industrial Park, LLC)**

*Council action will take place under Resolutions item I-6.*

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** February 14, 2017

**Subject:** Platte River Industrial Park Blight Study (Proposed Area 22) C-08-2017GI

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

## **Background**

Platte River Industrial Park LLC, an affiliate of Hornady Manufacturing, commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 22 to be prepared by Marvin Planning Associates of David City, Nebraska. The study area includes approximately 281.80 acres at the former Cornhusker Army Ammunition Plant referred to as CRA Area No. 22. The study focused on property located north of Old Potash Highway and west of 80th Road. (See the attached map) On December 27, 2016, Council referred the attached study to the Planning Commission for its review and recommendation.

The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council.

## **Discussion**

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

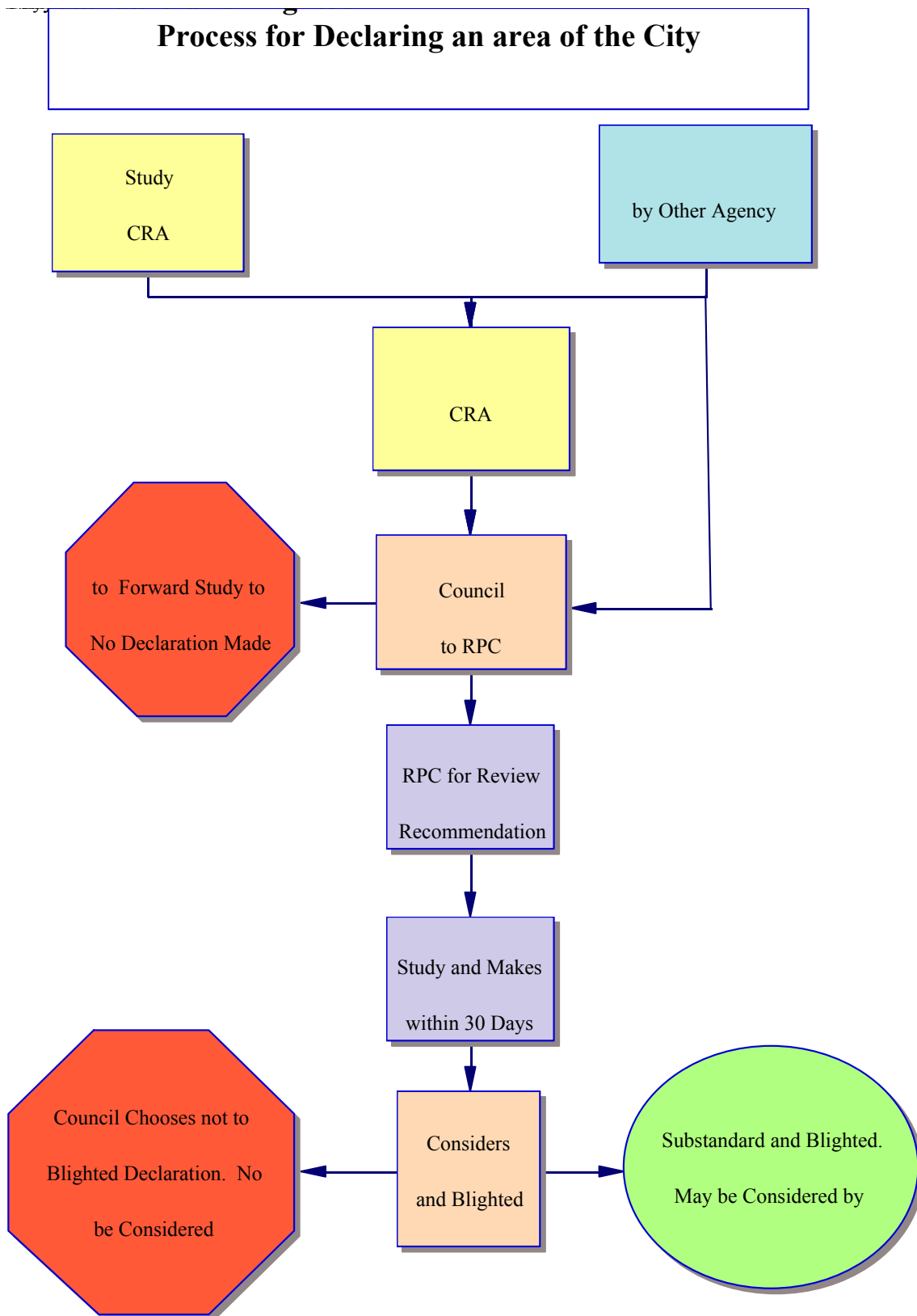
A flow chart of the blight declaration process is shown in Figure 2.

At this time, the Council is 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.

This area is located outside the city limits at CHAAP and as such any declaration as blighted and substandard is exempt from the 35 percent limit imposed by statute on cities of the first class. Nebraska Revised State Statutes (Section 18-2123.01) specifies that a redevelopment project involving a formerly used defense site shall not count toward the percentage limitations.



**Redevelopment Area 22**



**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

It is appropriate for the Council in conducting its review and considering its decision regarding the substandard and blighted designation to:

1. Review the study,
2. Take testimony from interested parties,
3. Review the recommendation and findings of fact identified by the Planning Commission (Planning Commission did not identify any findings with their motion so none are available.)
4. Make findings of fact, and include those findings of fact as part of its motion to approve or deny the request to declare this area blighted and substandard. Council can make any findings they choose regarding the study and the information presented during the public hearing to support the decision of the Council members regarding this matter.

### **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 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 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-Blight and Substandard Study**

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 5 to 17 of the study.

### **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA – PLATTE INDUSTRIAL PARK**

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

#### **Blighted Conditions**

- **Former Defense Site**
- **Substantial number of Deteriorating Structures**
- **Deterioration of site or other improvements**
- **Insanitary and Unsafe Conditions**
- **Dangerous conditions to life or property due to fire or other causes**
- **Combination of factors which are impairing and/or arresting sound growth**
- **Stable or decreasing population based on the last two decennial censuses**

#### **Substandard Conditions**

- **Former Defense Site**
- **Average age of the buildings and improvements in the area is at least forty years**
- **Dangerous conditions to life or property due to fire or other causes**

Based on the study these areas meet the thresholds to qualify as blighted and substandard.



Tax increment financing would potentially be available for redevelopment projects on any of the property included in the study.

## **Recommendation**

Staff recommends considering the following questions as a starting point in the analysis of this Study and in making a determination. The City Council is ultimately responsible for answering the question of whether the property included in the study is blighted and substandard **and** whether making such a designation is in the **best interest** of the City.

### **Recommend Questions for City Council**

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)
- 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 development of adjacent property necessary to eliminate blighted and substandard conditions in the area?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?
- Will a blight declaration increase the likelihood of development/redevelopment in the near future and is that in the best interest of the City?
- What is the policy of the City toward increasing development and redevelopment in this area of the City?

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. All of the testimony, a copy of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing.

## **Planning Commission Recommendation**

The Regional Planning Commission held a public hearing and took action on the blight and substandard study proposed Area 22 during its meeting on February 1, 2017. The area considered covers 281.8 acres in proposed Community Redevelopment Authority Area No. 22 at the former Cornhusker Army Ammunition Plant, located in the Harrison Township, north of Old Potash Highway and west of 80<sup>th</sup> Road. (C-08-2017GI.)

Nabity said a blight and substandard study was commissioned by Platte River Industrial Park LLC, an affiliate of Hornady Manufacturing. They have done some development at the site, but would like to do more using tax-increment financing. This area has had no population growth, which is a blighting factor, and will not have population growth due to deed restrictions on the property. The site also has old structures, including aged

bridge abutments and culverts. The Army cleared the site after it was declared a surplus defense site, but that clearing didn't include much underground work.

Marvin said there are a lot of cast-in-place culverts that date back to the 1940s when the plant was built. Many are not in good conditions. Manholes and deep footings have been uncovered, which are costly to remove. O'Neill said the bid contracts for clearing the area generally specified clearing only to 1.5 feet below the surface. Marvin said the average age of structures is 52.5 years, which factors in the newer buildings and improvements that have already been erected.

Ruge questioned whether Area 22 would impact Grand Island's allowed 35 percent of blighted and substandard area. Nabity said state statute is clear that formerly used defense sites may be declared blighted and substandard by a city of the first class and not count against the allowed blighted area.

The commission discussed water and sewer availability to the site for industrial/commercial development. Nabity said city sewer stops at Engleman Road. City water comes to the east edge of the plant at 60<sup>th</sup> Road, but it is only a 6-inch residential capacity line, therefore substantial infrastructure would be needed for those services.

A motion was made by Ruge and seconded by Hoggatt to approve Resolution 2017-04 and the Blight and Substandard Study for Area 22 with the Marvin Planning Consultants study providing the findings of fact.

The motion carried with 11 members voting in favor (Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rainforth, Rubio, Sears, Hoggatt and Kjar) and no members voting no or abstaining.

## **Alternatives**

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

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

## **Sample Motion**

If Council wishes to approve the designation of this property as blighted and substandard, an action required if Tax Increment Financing is to be used for the redevelopment of properties in this area, a motion should be made to approve the Substandard and Blight Designation for Redevelopment Area No. 22 in Grand Island, Hall County, Nebraska finding the information in the study to be factual and supporting such designation. A

resolution authorizing the approval of this study has been prepared for Council consideration.

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

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Hall County. This study has been commissioned by the Platte River Industrial Park LLC to analyze the possibility of declaring the area as blighted and substandard.

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 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;”*

*“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 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 shall not designate an area larger than one hundred percent of the as blighted;"*

Furthermore, Chapter 18, Section 2123.01 of the Revised Nebraska State Statutes:

**Redevelopment project with property outside corporate limits; formerly used defense site; agreement with county authorized.**

- (1) Notwithstanding any other provisions of the Community Development Law to the contrary, a city may undertake a redevelopment project that includes real property located outside the corporate limits of such city if the following requirements have been met:*
  - (a) The real property located outside the corporate limits of the city is a formerly used defense site;*
  - (b) The formerly used defense site is located within the same county as the city approving such redevelopment project;*
  - (c) The formerly used defense site is located within a sanitary and improvement district;*
  - (d) The governing body of the city approving such redevelopment project passes an ordinance stating such city's intent to annex the formerly used defense site in the future; and*
  - (e) The redevelopment project has been consented to by any city exercising extraterritorial jurisdiction over the formerly used defense site.*
- (2) For purposes of this section, formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.*
- (3) The inclusion of a formerly used defense site in any redevelopment project under this section shall not result in:*
  - (a) Any change in the service area of any electric utility or natural gas utility unless such change has been agreed to by the electric utility or natural gas utility serving the formerly used defense site at the time of approval of such redevelopment project; or*
  - (b) Any change in the service area of any communications company as defined in section [77-2734.04](#) unless (i) such change has been agreed to by the communications company serving the formerly used defense site at the time of approval of such redevelopment project or (ii) such change occurs pursuant to sections [86-135](#) to [86-138](#).*
- (4) A city approving a redevelopment project under this section and the county in which the formerly used defense site is located may enter into an agreement pursuant to the Interlocal Cooperation Act in which the county agrees to reimburse such city for any services the city provides to the formerly used defense site after approval of the redevelopment project.*

This Blight and Substandard Study is intended to give the Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction and as allowed under Chapter 18, Section 2123.01. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

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

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

## **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 industrial and agricultural uses within the old Cornhusker Army Ammunition Plant and is outside the corporate limits of Grand Island; however, it falls under Chapter 18, Section 2123.01 of the Revised Nebraska State Statutes.

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.



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

Source: Marvin Planning Consultants 2016

The Study consists of area described as follows:

Harrison TWP PT E1/2 of NW1/4 & NW1/4 NE1/4 PT W1/2 SE1/4 13-11-11

Total acres are 281.80 acres.

**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 several impacts either benefitting or detracting 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 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 the parcel within the study area. The data from the survey are analyzed in the following paragraphs.

The existing land uses are predominately industrial with a total of eight newer buildings scattered along the perimeter of the property. These buildings are for research and testing for Hornady Manufacturing.

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

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

**FORMER DEFENSE SITE**

Based upon Chapter 18, Sections 18-2103 and 2123.01 of the Revised Nebraska State Statutes, this study area is deemed to be Blighted and Substandard. The area meets all the criteria identified in the §§18-2103 and 18-2123.01:

1. The real property located outside the corporate limits of the city is a formerly used defense site;

2. The formerly used defense site is located within the same county as the city approving such redevelopment project;
3. Formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.

## OTHER CONTRIBUTING FACTORS

There were many other conditions examined and evaluated in the field and online. There are several conditions that will be reviewed in detail, on the following pages, that add to the overall condition of Blight and Substandard on the proposed site.

### Substantial Number of Deteriorating Structures

The site visit examined many existing CRP culverts which were easily accessible, all of these were in a state of deterioration and it is assumed that the others, having the same construction time, will be similar. The brick chimney is in a state of deterioration as well as the existing manhole. Finally, the remaining footings/foundations are showing signs of deterioration due to their exposure to the elements.

The older structures, constructed in 1942, are in a state of deterioration. Therefore, there is a substantial number of deteriorating structures within the study area.

### Deterioration of Site or Other Improvements

#### *Drainage Conditions*

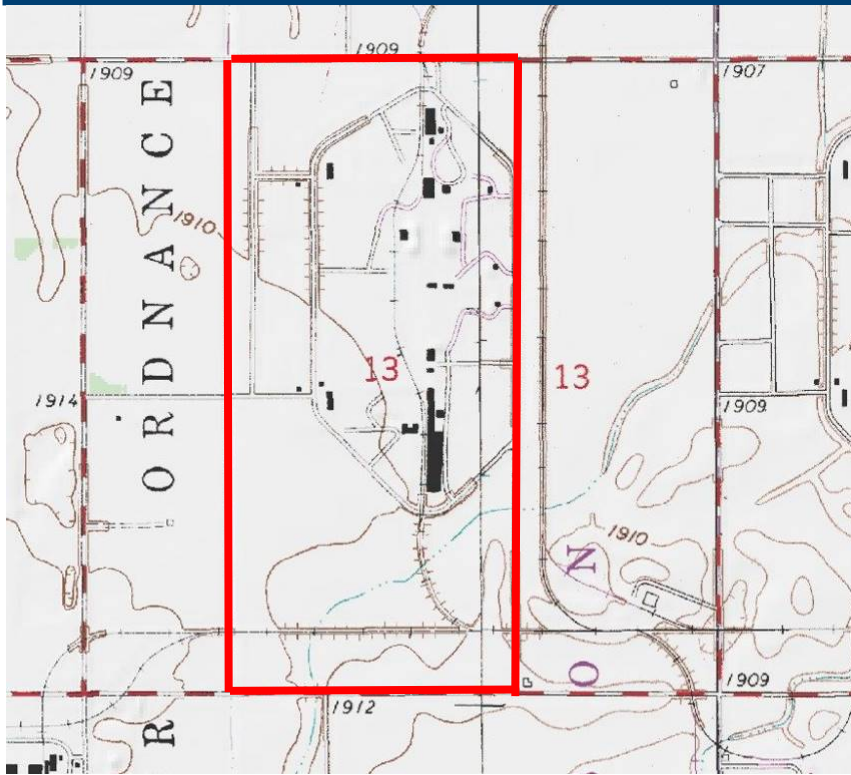
The Grand Island and Hall County area has a long history of drainage issues due to the extreme flatness of the area, as well as the high-water table. Topography and soils can have a major impact on how a given portion of the area drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

The field survey examined the entire area for potential drainage problems.

Figure 2 is an existing topographic map from MyTopo.com showing the study area. The map confirms the flatness of the area throughout the entire study area falls along a contour of 1910 with occasional higher points. This contour covers the better portion of a mile-long section north and south.

The potential for standing water on this site is great. Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

### Figure 2 Topographic Map of Study Area



Source: MyTopo.com (topographic map) and Marvin Planning Consultants

### *County Road Conditions*

The study area has county roads on three sides of the properties. Old Potash Road is a paved road along the south edge of the area and is in average condition and is beginning to show some deterioration in places. The other, on the north side, 13<sup>th</sup> Street is graveled and appears to have above average traffic and is showing signs of wear. These roads are in need of continued maintenance now and in the future.

**Figure 3**  
**County Road Conditions**



Source: Marvin Planning Consultants, 2016

The existing road conditions are a contributing factor to the deterioration of site or other improvement within the area.

#### ***Stormwater management***

The study area, is surrounded by rural section roads which includes drainage ditches. The ditches along with the lack of slope in the area, creates a negative impact on stormwater management for the area. This is typically true throughout the entire Hall County area.

The stormwater management system is a contributing factor to the deterioration of site or other improvement within the area.

#### ***Internal Infrastructure***

The on-site area surrounding Platte River Industrial Park location is made up primarily of gravel roads. The area may need to upgrade these roads if anything substantial is constructed on the site.

The internal infrastructure is a contributing factor to the deterioration of site or other improvement within the area.

#### ***Old Cornhusker Army Ammunition Plant Infrastructure and Contamination***

##### **Groundwater Contamination**

Examining the study area within context of the Cornhusker Army Ammunition Plant's 1997 Reuse Plan, the study area is considered to be in an "Area of Concern". Figure 4 indicates an area referred to as Operable Unit 1, which is



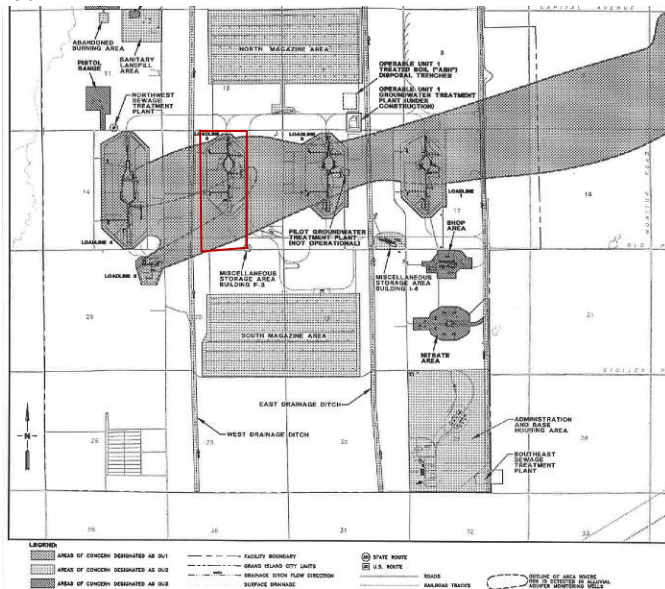
where the study area is located. Based upon the report, when cesspools under the old load lines were examined and tested, it was determined:

- The cesspools were contaminated with explosive residues and heavy metals;
- The groundwater was contaminated with dissolved explosives, heavy metals, and organic solvents.

The groundwater contamination is currently being mitigated through a water treatment plant/process on site.

The entire Cornhusker Army Ammunition Plant site is considered a potential hazardous area with regard to groundwater contamination from explosive residue, heavy metals and organic solvents. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

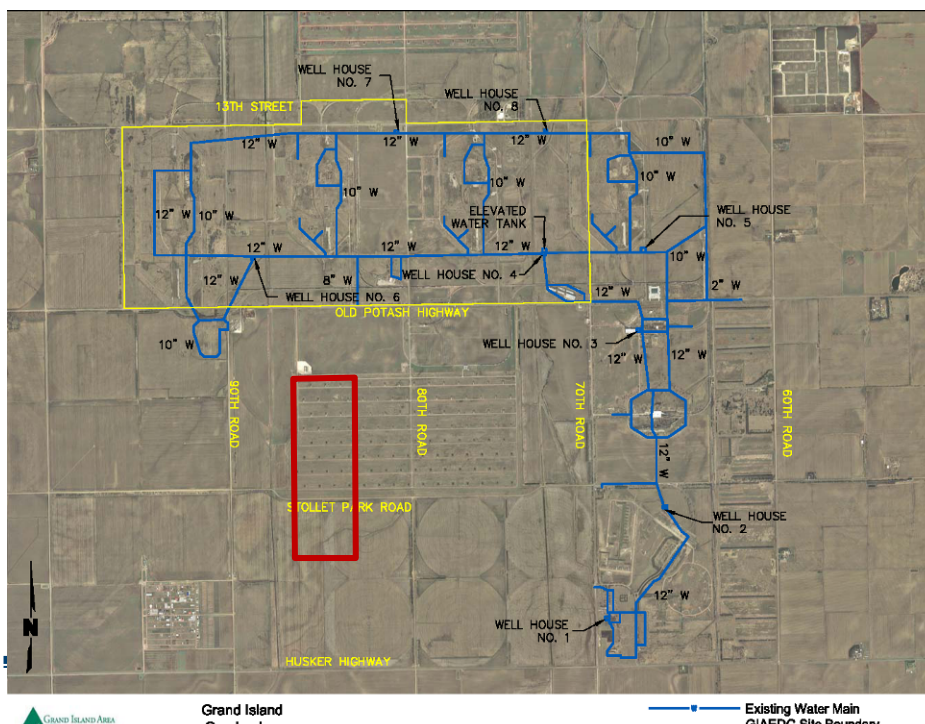
**Figure 4**  
**Groundwater Contamination**  
**1997**



Source: CAAP Reuse Plan 1997

### Water System

In addition, there are older wood and asbestos covered water pipes underground that once connected the old water system to the site. Figure 5 indicates the primary water lines throughout the entire CAAP area; the area outlined in red is the actual study site. Any type of development within this study will likely require the complete or partial removal of these asbestos pipes during demolition and construction, thus exposing the asbestos hazard if not controlled properly.



**Figure 5**  
**Cornhusker Army**  
**Ammunition Plant Water**  
**System**





The drainage conditions are a contributing factor to the Insanitary and Unsafe Conditions within the area.

### ***Stormwater management***

The study area, is surrounded by rural section roads which includes drainage ditches. The ditches along with the lack of slope in the area, creates a negative impact on stormwater management for the area. This is typically true throughout the entire Hall County area.

The stormwater management system is a contributing factor to the Insanitary and Unsafe Conditions within the area.

### ***Old Cornhusker Army Ammunition Plant Infrastructure and Contamination***

See narrative above

The internal infrastructure, as well as, the former Cornhusker Army Ammunition Plant contamination plume are a contributing factor to the Insanitary and Unsafe Conditions within the area.

### **Existence of Conditions endangering life or property due to fire or other causes**

As mentioned earlier, the entire Cornhusker Army Ammunition Plant site is considered a hazardous area regarding ground water contamination. The actual contamination plume is under the study area, see Figure 4. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The groundwater is contaminated with several dangerous materials including RDX, a dangerous carcinogen, which was used in the manufacture of explosive devices during the life of the ammunition plant and is extremely unsafe to humans and other animals. Figure 5 indicates the study area in 1997 was directly over one of the most contaminated areas of CAAP.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

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

Within this study area there are many factors that are impairing or arresting sound growth. A couple of these include:

- The contamination plume is a major condition factor arresting sound growth in the Grand Island area.

Based upon the review of the area, there is one sufficient element present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.

### **Stable or decreasing population based on the last two decennial censuses**

Over the past 20 years the population within the study area has been stable or decreasing. The population within the Study Area has had to no population for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

Based upon the criteria for the area, by the US Department of Defense, all future land uses in this area shall not include permanent residential structures.

### **Average age of buildings and improvements in the area is at least 40 years**

Age of buildings and improvements can be a contributing factor to the substandard conditions in an area. Statutes allow for a predominance of buildings or improvements that are 40 years of age or older to be a contributing factor regardless of their condition. Note 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 36 buildings or improvements. Considering that the older buildings or improvements have no specific dates attached to them since the property was developed as a Federal Military facility, the assumption is the older structures were constructed as part of the original installation in 1942. Therefore, every Reinforced Concrete Pipe, the Manhole and the remaining foundations have been in place since 1942 and are currently 74 years old each.

After researching the age of the other buildings and improvements on the Hall County Assessor's and Treasurer's websites, and reviewing older documents, as well as, the land survey completed on the entire site, the following breakdown was determined:

- 25 (69.4%) buildings or improvements were determined to be 40 years of age or older

- 11 (30.6%) buildings or improvements were determined to be less than 40 years of age

The breakdown is as follows for the 40 years and over:

- One above ground structure
- Two buried foundations
- 21 Reinforced Concrete Pipe culverts
- One concrete manhole

	Number of Structures	Construction date	Age	Cummulative Age
	25	1942	74	1850
	5	2013	3	15
	3	2014	2	6
	1	2015	1	1
	1	2016	0	0
	1	1996	20	20
<b>Total Cummulative</b>	<b>36</b>			<b>1892</b>
<b>Average Age</b>				<b>52.55555556</b>

The newer structures were constructed in the past few years by the property owner or are monitoring well buildings constructed when the site was mitigated for the contaminated groundwater in the 1990's.

Average Age of Structures is a contributing factor.

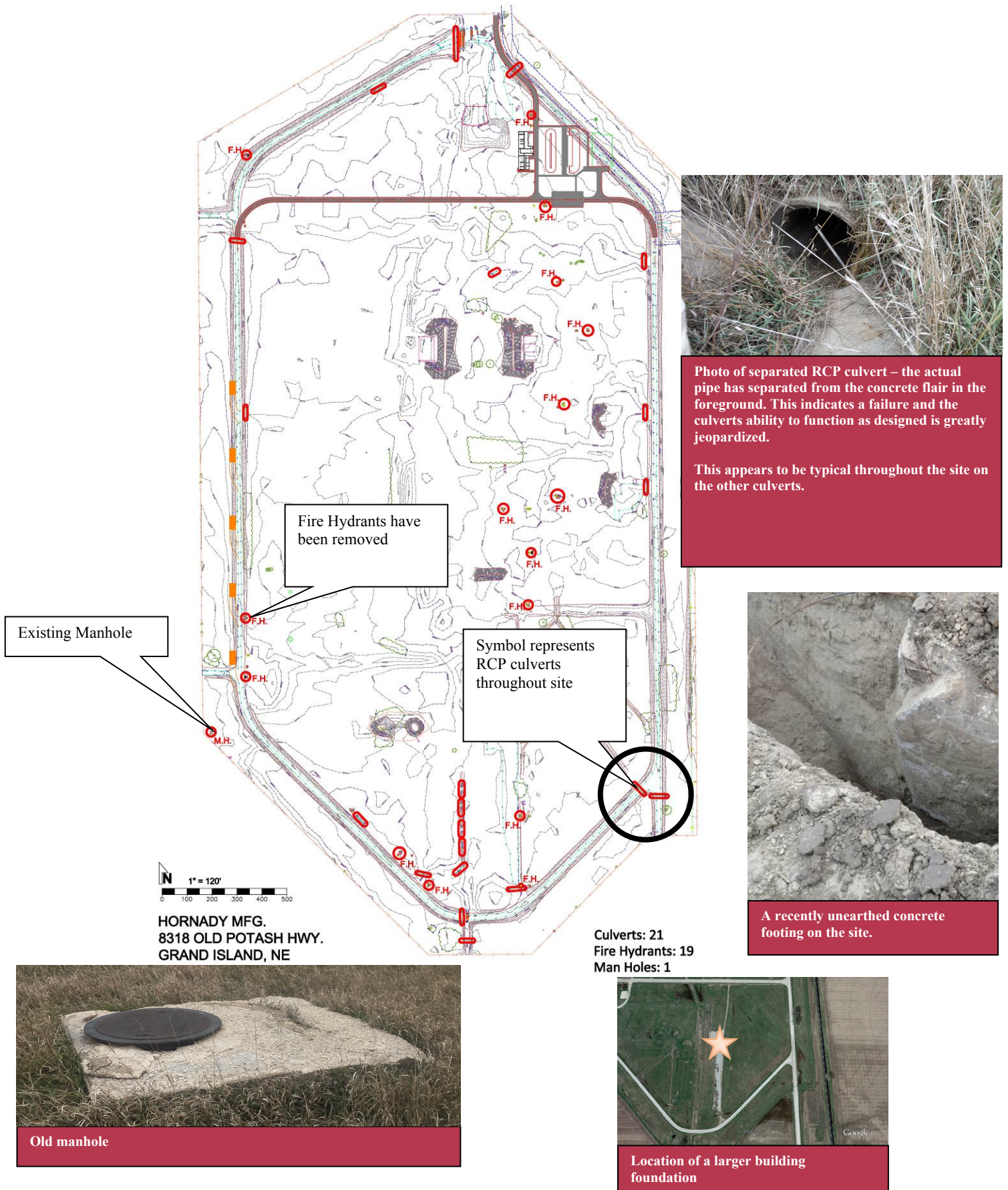
## Figure 7



Source: Marvin Planning Consultants, 2016

**Figure 8**  
**Structure Age Map – Surveyed items only**





### Blighting Summary

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



- **Qualifies under the Former Defense Site statute**
  - The real property located outside the corporate limits of the city is a formerly used defense site;
  - The formerly used defense site is located within the same county as the city approving such redevelopment project;
  - Formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.

### **Criteria under Part A of the Blight Definition**

- **Substantial number of deteriorating structures**
  - Based upon the review of a few visible CRP culverts the age as well as weathering have placed them in a state of deterioration.
  - The footings are also in a state deterioration due to a lack of structural cover.
- **Deterioration of site or other improvements**
  - Drainage of existing site is difficult based upon the existing topography.
  - County Road conditions.
  - Stormwater management.
  - Internal Infrastructure.
  - Old Cornhusker Army Ammunition Plant infrastructure and Contamination.
- **Insanitary or Unsafe Conditions**
  - Drainage of existing site is difficult based upon the existing topography.
  - Stormwater management.
  - Internal Infrastructure.
  - Old Cornhusker Army Ammunition Plant infrastructure and Contamination.
- **Dangerous conditions to life or property due to fire or other causes**
  - Old Cornhusker Army Ammunition Plant Contamination.
- **Combination of factors which are impairing and/or arresting sound growth**
  - Old Cornhusker Army Ammunition Plant infrastructure and Contamination.

### **Criteria under Part B of the Blight Definition**

- **The average age of the residential or commercial units in the area is at least forty years**
  - 25 (69.4%) buildings or improvements were determined to be 40 years of age or older
  - 11 (30.6%) buildings or improvements were determined to be less than 40 years of age
- **Stable or decreasing population based on the last two decennial censuses**
  - The population of the Study Area has remained stable over the past two decennial censuses.

### **The other criteria for Blight were not present in the area**

- Diversity of Ownership
  - There is only one property owner within this study area
- Faulty Lot Layout
  - The layout may be faulty but it is not anticipated the property will be further divided with only one owner.
- Improper Subdivision or Obsolete Platting
  - The layout may be considered an improper subdivision or obsolete platting but it is not anticipated the property will be further divided with only one owner.
  - The land was originally laid out by the U. S. Government during World War II.
- Defective/Inadequate street layouts
  - The street layout may be faulty but it is not anticipated this will not be an issue since these are private streets and the property is owned by one owner.
- Tax or special assessment delinquency exceeding fair value of the land.
  - NA
- Defective or unusual condition of title,
  - NA
- Unemployment in the designated area is at least 120% of the state or national average.
  - NA
- One-half of unimproved property is over 40 years old.

- NA and property has been previously improved during World War II, Korea, and Vietnam.
- 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.
  - NA
- Average age of the residential or commercial units in the area is at least 40 years
  - NA

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**

### **FORMER DEFENSE SITE**

Based upon Chapter 18, Sections 18-2103 and 2123.01 of the Revised Nebraska State Statutes, this study area is deemed to be Blighted and Substandard. The area meets the necessary eligibility criteria identified in the §§18-2103 and 18-2123.01:

1. The real property located outside the corporate limits of the city is a formerly used defense site;
2. The formerly used defense site is located within the same county as the city approving such redevelopment project;
3. Formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.

### **Average age of buildings and improvements in the area is at least 40 years**

Age of buildings and improvements can be a contributing factor to the substandard conditions in an area. Statutes allow for a predominance of buildings or improvements that are 40 years of age or older to be a contributing factor regardless of their condition. Note 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 36 buildings or improvements. Considering that the older buildings or improvements have no specific dates attached to them since the property was developed as a Federal Military facility, the assumption is the older structures were constructed as part of the original installation in 1942. Therefore, every Reinforced Concrete Pipe, the Manhole and the remaining foundations have been in place since 1942 and are currently 74 years old each.

After researching the age of the other buildings and improvements on the Hall County Assessor's and Treasurer's websites, and reviewing older documents, as well as, the land survey completed on the entire site, the following breakdown was determined:

- 25 (69.4%) buildings or improvements were determined to be 40 years of age or older
- 11 (30.6%) buildings or improvements were determined to be less than 40 years of age

The breakdown is as follows for the 40 years and over:

- One above ground structure
- Two buried foundations
- 21 Reinforced Concrete Pipe culverts
- One concrete manhole

	Number of Structures	Construction date	Age	Cummulative Age
	25	1942	74	1850
	5	2013	3	15
	3	2014	2	6
	1	2015	1	1
	1	2016	0	0
	1	1996	20	20
<b>Total Cummulative</b>	<b>36</b>			<b>1892</b>
<b>Average Age</b>				<b>52.55555556</b>

The newer structures were constructed in the past few years by the property owner or are monitoring well buildings constructed when the site was mitigated for the contaminated groundwater in the 1990's.

Average Age of Structures is a contributing factor.

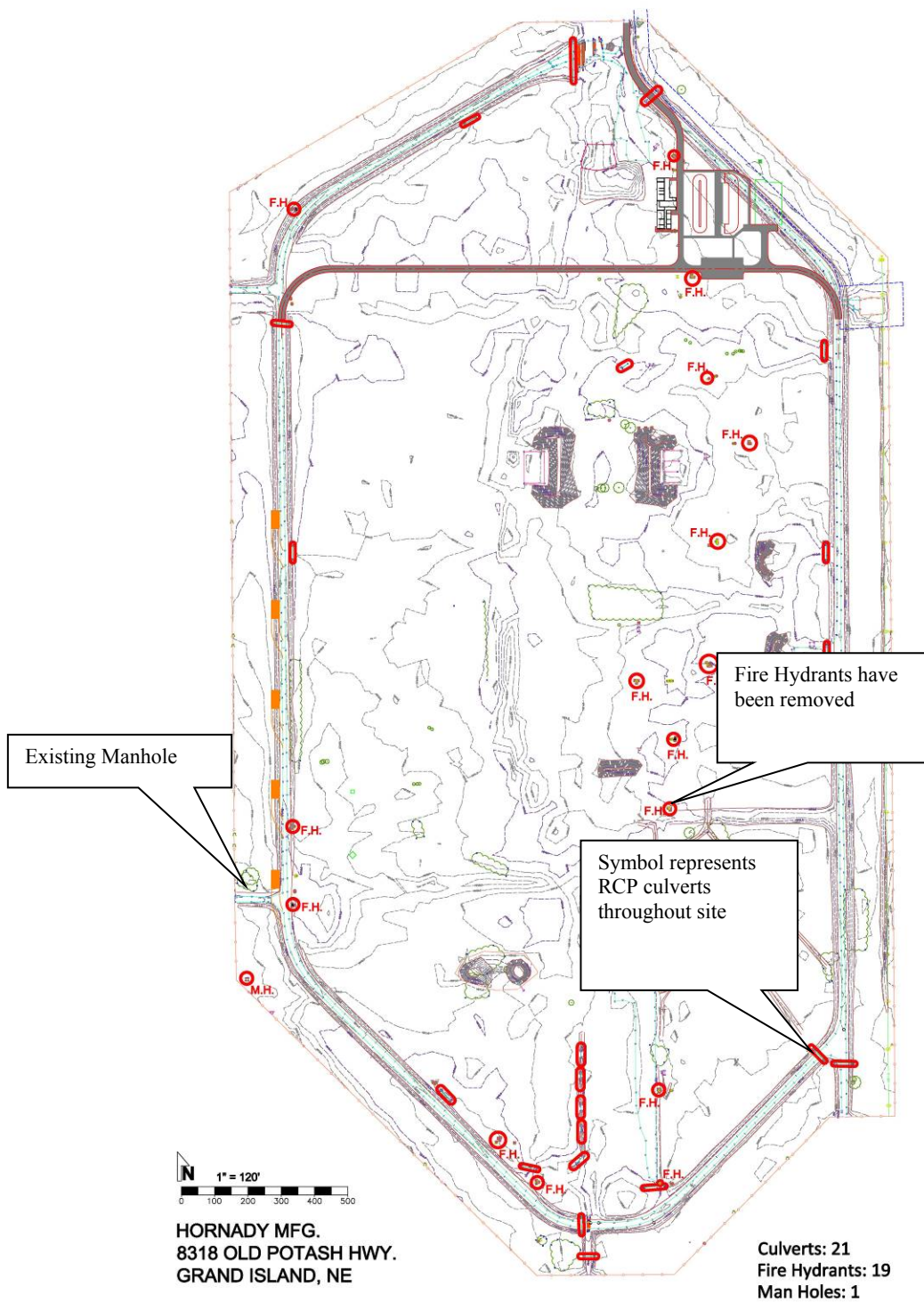
### **Figure 9**



Source: Marvin Planning Consultants, 2016



**Figure 10**  
**Building or Improvement Age Map – Surveyed items only**





### **Existence of Conditions endangering life or property due to fire or other causes**

As mentioned earlier, the entire Cornhusker Army Ammunition Plant site is considered a hazardous area regarding ground water contamination. The actual contamination plume is under the study area, see Figure 4. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The groundwater is contaminated with several dangerous materials including RDX, a dangerous carcinogen, which was used in the manufacture of explosive devices during the life of the ammunition plant and is extremely unsafe to humans and other animals. Figure 6 indicates the study area in 1997 was directly over one of the most contaminated areas of CAAP.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

### **Substandard Summary**

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

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

### **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA – PLATTE INDUSTRIAL PARK**

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

#### **Blighted Conditions**

- **Former Defense Site**
- **Substantial number of Deteriorating Structures**
- **Deterioration of site or other improvements**
- **Insanitary and Unsafe Conditions**
- **Dangerous conditions to life or property due to fire or other causes**
- **Combination of factors which are impairing and/or arresting sound growth**
- **Stable or decreasing population based on the last two decennial censuses**

#### **Substandard Conditions**

- **Former Defense Site**
- **Average age of the buildings and improvements in the area is at least forty years**
- **Dangerous conditions to life or property due to fire or other causes**

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A BLIGHT AND SUBSTANDARD STUDY FOR A FORMERLY USED DEFENSE SITE BY THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the Grand Island City Council at its December 27, 2016 meeting, referred **the Blight and Substandard Study commissioned by Platte River Industrial Park LLC** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to the Nebraska Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), including the redevelopment of formerly used defense sites; and

**WHEREAS**, the Commission has reviewed said Blight and Substandard Study and confirmed the following findings:

- This property as presented in the study meets the requirements to be declared substandard,
- This property as presented in the study meets the requirements to be declared blighted,
- The factors are necessary to declare the property blighted and substandard are sufficiently distributed to impact development across the entire site,
- This property despite its potential for economic development has not experienced significant development, in large part, because of the lack of public infrastructure in and around the site,
- That development of this property to its full potential is in the best interest of the City of Grand Island and the entire region,
- That there are projects ready to develop at this site if they can meet the financial goals of the developers,
- That the City of Grand Island, the Grand Island Area Economic Development Corporation, and the Hall County Board of Supervisors have repeatedly made attempts to encourage further industrial and manufacturing development of this site since it was declared surplus by the U.S. Army Corp of Engineers in the mid 1990s.

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

**Section 1.** The Commission hereby recommends approval of the Blight and Substandard Study.

**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:** February 1, 2017.

**HALL COUNTY REGIONAL PLANNING  
COMMISSION**

ATTEST:

By: Leslie E. Ruge  
Secretary

By: [Signature]  
Chair



# NORTHWEST PUBLIC SCHOOLS

Lockwood 1R Cedar Hollow Chapman St. Libory Northwest

January 30, 2017

Mr. Chad Nabity, Regional Planning Director  
Post Office Box 1968  
Grand Island, NE 68802

Mr. Nabity,

This correspondence is sent to affirm that the Northwest Public Schools board of education discussed proposed substandard and blighted designation for parts of the Cornhusker Army Ammunition Depot at their board retreat held on January 25, 2017. At that time the board decided they would take a neutral position on this matter.

Thank you for your efforts to involve Northwest in the city's planning for this area of our district. We ask that you keep us apprised of any future studies or actions which the city may take that would impact this area.

Sincerely,

Matthew Fisher, Superintendent  
Northwest Public Schools

---

District Office: 308-385-6398 - Fax: 308-385-6393 - 2710 N. North Road, Grand Island, NE 68803  
Matt Fisher, Superintendent - [www.ginorthwest.org](http://www.ginorthwest.org)



# Hall County Board of Supervisors

121 South Pine Street, Grand Island, NE 68801  
Phone (308) 385-5093 Fax (308) 385-5094 TDD (800) 833-7352  
Stacey Ruzicka, Executive Assistant to the County Board

February 8, 2017

Mayor Jensen  
City Council Members  
PO Box 1968  
Grand Island, NE 68802

On February 7, the county board of supervisors heard a presentation from Regional Planning Director Chad Nabity regarding blight and substandard studies at the former Cornhusker Army Ammunition Plant. The county board voted unanimously in favor of determining the two sites currently under consideration as blighted and substandard, thus agreeing that TIF funds should be made available for projects on those properties.

We would like to have Mr. Nabity present any future blight studies and redevelopment plans to us so that we have the opportunity to make a recommendation and forward our comments to the city council regarding any future use of TIF funds at the former Cornhusker Army Ammunition Plant. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Pamela E. Lancaster".

Pamela E. Lancaster  
Chair – Hall County Board of Supervisors

#### Supervisors

Pamela E. Lancaster, Chair 381-2754 ♦ Scott Arnold 384-3905 ♦ Karen Bredthauer 382-2070  
Douglas Lanfear 384-7289 ♦ Gary Quandt 382-8255 ♦ Jane Richardson 382-5878 ♦ Stephen Schuppan 380-0362





# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item E-7

### **Public Hearing on Establishing Fonner Park Business Improvement District**

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

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerom E. Janulewicz, City Attorney

**Meeting:** February 14, 2017

**Subject:** Fonner Park Business Improvement District

**Presenter(s):** Jerom E. Janulewicz, City Attorney

## **Background**

The Fonner Park Business Improvement District 2013 expired in 2016 as a result of a termination date contained in the 2013 ordinance creating the district. Business owners within the district are seeking re-establishment of the Fonner Park Business Improvement District.

In a letter to the Mayor and City Council dated July 21, 2016, the Fonner Park Business Improvement District expressed an interest to continue the business improvement district. In October 2016, council adopted a resolution appointing board members to serve as the Board for the proposed BID and directed that the board make recommendations to the city concerning creation of the district. The board has since communicated its recommendations to the city. Before adopting an ordinance to create the district, a public hearing must be held upon notice mailed to the owners of property within the proposed district and published notice according to law.

## **Discussion**

The board members of the proposed business improvement district submitted their plan for Council's consideration. The Council must hold a public hearing on the proposed creation of the district. Following the public hearing, Council may pass an ordinance to establish the district.

## **Alternatives**

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

1. Adopt the Ordinance creating the Fonner Park Business Improvement District
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council adopt the Ordinance creating the Fonner Park Business Improvement District.

### **Sample Motion**

Move to approve the Ordinance for the Fonner Park Business Improvement District.



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item E-8

### **Public Hearing on Establishing South Locust Street Business Improvement District**

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

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerom E. Janulewicz, City Attorney

**Meeting:** February 14, 2017

**Subject:** South Locust Street Business Improvement District

**Presenter(s):** Jerom E. Janulewicz, City Attorney

## **Background**

The South Locust Street Business Improvement District 2013 expired in 2016 as a result of a termination date contained in the 2013 ordinance creating the district. Business owners within the district are seeking re-establishment of the South Locust Street Business Improvement District.

In a letter to the Mayor and City Council dated July 21, 2016, the South Locust Street Business Improvement District expressed an interest to continue the business improvement district. In October 2016, council adopted a resolution appointing board members to serve as the Board for the proposed BID and directed that the board make recommendations to the city concerning creation of the district. The board has since communicated its recommendations to the city. Before adopting an ordinance to create the district, a public hearing must be held upon notice mailed to the owners of property within the proposed district and published notice according to law.

## **Discussion**

The board members of the proposed business improvement district submitted their plan for Council's consideration. The Council must hold a public hearing on the proposed creation of the district. Following the public hearing, Council may pass an ordinance to establish the district.

## **Alternatives**

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

1. Adopt the Ordinance creating the South Locust Street Business Improvement District
2. Refer the issue to a Committee



3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council adopt the Ordinance creating the South Locust Street Business Improvement District.

### **Sample Motion**

Move to approve the Ordinance for the South Locust Street Business Improvement District.



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item F-1

### **#9622 - Consideration of Approving Establishing Fonner Park Business Improvement District**

*This item relates to the aforementioned Public Hearing item E-7.*

Staff Contact: Chad Nabity

ORDINANCE NO. 9622

AN ORDINANCE CREATING A BUSINESS IMPROVEMENT DISTRICT UNDER THE AUTHORITY OF THE BUSINESS IMPROVEMENT DISTRICT ACT (NEB. REV. STAT. § 19-4015, ET SEQ.) AND BASED UPON THE RECOMMENDATIONS RECEIVED FROM THE DULY APPOINTED FONNER PARK BUSINESS IMPROVEMENT BOARD TO BE KNOWN AS THE FONNER PARK BUSINESS IMPROVEMENT DISTRICT WITHIN THE EXTERIOR BOUNDARIES OF AN AREA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SECTION TWENTY ONE (21),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M. IN GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE WEST ON THE SOUTH LINE OF SAID SECTION TWENTY ONE (21) TO A POINT ONE HUNDRED (100) FEET WEST OF THE SOUTHEAST CORNER; THENCE NORTH ON A LINE ONE HUNDRED (100) FEET WEST OF AND PARALLEL WITH THE LINE COMMON TO SECTION TWENTY ONE (21),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) AND SECTION TWENTY TWO (22),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY ONE (21),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9); THENCE EAST ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4 ) OF SECTION TWENTY ONE (21),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) A DISTANCE OF ONE HUNDRED (100) FEET TO THE LINE COMMON TO SECTION TWENTY ONE (21),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) AND SECTION TWENTY TWO (22),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9); THENCE CONTINUING EAST ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY TWO (22),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) FOR A DISTANCE OF ONE HUNDRED (100) FEET; THENCE SOUTH ON A LINE ONE HUNDRED (100) FEET EAST OF AND PARALLEL WITH THE LINE COMMON TO SECTION TWENTY ONE (21),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) AND SECTION TWENTY TWO (22),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) TO THE SOUTH LINE OF SECTION TWENTY TWO (22),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9); THENCE WEST ON THE SOUTH LINE OF SECTION TWENTY TWO (22),TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) TO THE POINT OF BEGINNING.. ("EXTERIOR BOUNDARY AREA"); PROVIDING FOR SPECIAL ASSESSMENTS TO BE IMPOSED WITHIN THE DISTRICT BASED UPON THE BENEFITS CONFERRED; A MAXIMUM LIMITS UPON SUCH ASSESSMENTS: AND PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

SECTION 1. Business Improvement Board Recommendation. The Fonner Park Business Improvement Board appointed by the Mayor with City Council approval by Resolution No. 2016-250 recommended that the City Council create a business improvement district within

Approved as to Form	▣ _____
February 10, 2017	▣ City Attorney

ORDINANCE NO. 9622 (Cont.)

the boundaries of the business area as declared by Resolution No. 2016-249 to be known as the Fonner Park Business Improvement District to be funded by special assessments levied based upon front footage and based on special benefits to the property within the Fonner Park Business Improvement District as the same may be fairly and equitably adjusted by the City Council of Grand Island, Nebraska sitting as a Board of Equalization.

SECTION 2. Notice of Public Hearing. On February 3, 2017 notice that the City Council intended to consider this Ordinance to establish the Fonner Park Business Improvement District was given by (a) publication of a Notice of Public Hearing in the Grand Island Independent, a newspaper of general circulation in the City of Grand Island, setting forth the time, date, place, and purpose of the public hearing to be held on February 14, 2017 regarding the establishment of the Fonner Park Business Improvement District and (b) mailing a copy of the Notice of Public Hearing, postage prepaid, to each owner of taxable property as shown on the latest tax rolls of the County Treasurer for Hall County. A copy of said Notice of Public Hearing is attached hereto marked as Attachment "A" and incorporated herein by this reference.

SECTION 3. Public Hearing. During the regular City Council meeting commencing at 7:00 P.M. on February 14, 2017 in the City Council Chambers, City Hall, 100 East First Street, Grand Island, Nebraska the City Council held a public hearing on this Ordinance to create the Fonner Park Business Improvement District; that at such public hearing, the City Council heard all protests and received evidence for and against the creation of the proposed Fonner Park Business Improvement District; that the City Council ruled upon all written protests (if any) to the creation of such district which were received prior to the close of the hearing, and hereby finds that protest (if any) was not made by the record owners representing over 50% of the front footage in the proposed district.

ORDINANCE NO. 9622 (Cont.)

SECTION 4. Creation of District; Improvements. The Fonner Park Business Improvement District is hereby created and established effective on March 1, 2017, for the purpose of: promotional activities; maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trees, shrubs and grass and other decorative improvements; snow removal from sidewalks parallel of South Locust; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses that accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district (“activities”) in the district.

SECTION 5. District Area. The properties included within the district properties are those lying within the following area:

Beginning at the southeast corner of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Grand Island, Hall County, Nebraska; thence west on the south line of said Section Twenty One (21) to a point one hundred (100) feet west of the Southeast corner; thence north on a line one hundred (100) feet west of and parallel with the line common to Section Twenty One (21), Township Eleven (11) North, Range Nine (9) and Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) to the north line of the Southeast Quarter (SE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9); thence east on the north line of the Southeast Quarter (SE 1/4 ) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) a distance of one hundred (100) feet to the line common to Section Twenty One (21), Township Eleven (11) North, Range Nine (9) and Section Twenty Two (22), Township Eleven (11) North, Range Nine (9); thence continuing east on the north line of the Southwest Quarter (SW1/4) of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) for a distance of one hundred (100) feet; thence south on a line one hundred (100) feet east of and parallel with the line common to Section Twenty One (21), Township Eleven (11) North, Range Nine (9) and Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) to the south line of Section Twenty Two (22), Township Eleven (11) North,



ORDINANCE NO. 9622 (Cont.)

Range Nine (9); thence west on the south line of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) to the point of beginning.

SECTION 6. Special Assessment; Method of Assessment. The costs and expenses for the activities proposed to be performed within this business improvement district will be funded through special assessments against the property in the district based upon the special benefits to the property as fairly and equitably equalized by the City Council sitting as a board of equalization. The special assessments on each property will be levied annually as a percentage of the property's frontage feet to the total frontage feet in the district.

SECTION 7. Annual Budget and Limitations. The first year estimated total annual costs and expenses for the activities to be performed within the Fonner Park Business Improvement District during the March 1, 2017 to February 28, 2018 fiscal year is \$44,500.00 provided that the maximum amount of the first fiscal year's annual assessment for the district shall not exceed the total costs and expenses thereof or \$44,500.00, whichever is less. In each succeeding fiscal year, the City Council shall estimate the total annual costs and expenses for the activities and, after public hearing, shall approve by resolution an annual budget for the activities. The activities annual assessment for such succeeding fiscal year shall not exceed the total costs and expenses thereof or the maximum amount budgeted for said activities in the approved annual budget, whichever is less.

SECTION 8. Enforcement and Penalties. The special assessments provided herein shall be a lien on the property assessed superior and prior to all other liens except general taxes and other special assessments, which shall be of equal priority. Liens for special assessments may be foreclosed and are subject to interest at the statutory rate when payment of the assessment is delinquent as provided by law. No special assessment made hereunder shall be

ORDINANCE NO. 9622 (Cont.)

void for any irregularity, defect, error, or informality in procedure, in levy or equalization thereof.

SECTION 9. Effective Date. This ordinance shall take effect and be in force from and after its passage and publication.

- - -

ENACTED: February 14, 2017, by the City Council of the City of Grand Island, Nebraska.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item F-2

### **#9623 - Consideration of Approving Establishing South Locust Street Business Improvement District**

*This item relates to the aforementioned Public Hearing item E-8.*

Staff Contact: Chad Nabity

ORDINANCE NO. 9623

AN ORDINANCE CREATING A BUSINESS IMPROVEMENT DISTRICT UNDER THE AUTHORITY OF THE BUSINESS IMPROVEMENT DISTRICT ACT (NEB. REV. STAT. § 19-4015, ET SEQ.) AND BASED UPON THE RECOMMENDATIONS RECEIVED FROM THE DULY APPOINTED SOUTH LOCUST STREET BUSINESS IMPROVEMENT BOARD TO BE KNOWN AS THE SOUTH LOCUST STREET BUSINESS IMPROVEMENT DISTRICT WITHIN THE EXTERIOR BOUNDARIES OF AN AREA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SECTION TWENTY-EIGHT (28), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA; THENCE WEST ON THE SOUTH LINE OF SECTION TWENTY-EIGHT (28) A DISTANCE OF TWO HUNDRED FEET (200'); THENCE NORTHERLY ON A LINE TWO HUNDRED FEET (200') WEST OF AND PARALLEL TO THE EAST LINE OF SECTION TWENTY-EIGHT (28) TO THE NORTH LINE OF SECTION TWENTY-EIGHT (28); THENCE EAST ON THE NORTH LINE OF SECTION TWENTY-EIGHT (28) TO THE NORTHEAST CORNER OF SECTION TWENTY-EIGHT (28); THENCE CONTINUING EAST ON THE NORTH LINE OF SECTION TWENTY-SEVEN (27), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M. FOR A DISTANCE OF THREE HUNDRED SEVENTY-FIVE FEET (375'); THENCE SOUTH ON A LINE THREE HUNDRED SEVENTY-FIVE FEET (375') EAST OF AND PARALLEL TO THE WEST LINE OF SECTION TWENTY-SEVEN (27) TO THE SOUTH LINE OF SECTION TWENTY-SEVEN (27); THENCE WEST ON THE SOUTH LINE OF SECTION TWENTY-SEVEN (27) FOR A DISTANCE OF THREE HUNDRED SEVENTY-FIVE FEET (375') TO THE POINT OF BEGINNING. ("EXTERIOR BOUNDARY AREA"); PROVIDING FOR SPECIAL ASSESSMENTS TO BE IMPOSED WITHIN THE DISTRICT BASED UPON THE BENEFITS CONFERRED; A MAXIMUM LIMITS UPON SUCH ASSESSMENTS: AND PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

SECTION 1. Business Improvement Board Recommendation. The South Locust Street Business Improvement Board appointed by the Mayor with City Council approval by Resolution No. 2016-250 recommended that the City Council create a business improvement district within the boundaries of the business area as declared by Resolution No. 2016-250 to be known as the South Locust Street Business Improvement District to be funded by special assessments levied based upon front footage and based on special benefits to the property within

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney

ORDINANCE NO. 9623 (Cont.)

the South Locust Street Business Improvement District as the same may be fairly and equitably adjusted by the City Council of Grand Island, Nebraska sitting as a Board of Equalization.

SECTION 2. Notice of Public Hearing. On February 3, 2017 notice that the City Council intended to consider this Ordinance to establish the South Locust Street Business Improvement District was given by (a) publication of a Notice of Public Hearing in the Grand Island Independent, a newspaper of general circulation in the City of Grand Island, setting forth the time, date, place, and purpose of the public hearing to be held on February 14, 2017 regarding the establishment of the South Locust Street Business Improvement District and (b) mailing a copy of the Notice of Public Hearing, postage prepaid, to each owner of taxable property as shown on the latest tax rolls of the County Treasurer for Hall County. A copy of said Notice of Public Hearing is attached hereto marked as Attachment "A" and incorporated herein by this reference.

SECTION 3. Public Hearing. During the regular City Council meeting commencing at 7:00 P.M. on February 14, 2017 in the City Council Chambers, City Hall, 100 East First Street, Grand Island, Nebraska the City Council held a public hearing on this Ordinance to create the South Locust Street Business Improvement District; that at such public hearing, the City Council heard all protests and received evidence for and against the creation of the proposed South Locust Street Business Improvement District; that the City Council ruled upon all written protests (if any) to the creation of such district which were received prior to the close of the hearing, and hereby finds that protest (if any) was not made by the record owners representing over 50% of the front footage in the proposed district.

SECTION 4. Creation of District; Improvements. The South Locust Street Business Improvement District is hereby created and established effective on March 1, 2017, for



ORDINANCE NO. 9623 (Cont.)

the purpose of: maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trees, shrubs and grass and other decorative improvements; snow removal from sidewalks parallel of South Locust Street; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses that accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district (“activities”) in the district.

SECTION 5. District Area. The properties included within the district properties are those lying within the following area:

Beginning at the southeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence west on the south line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Two Hundred Feet (200'); thence northerly on a line two hundred feet (200') west of and parallel to the east line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the north line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence east on the north line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the northeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence continuing East on the north line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Three Hundred Seventy-Five Feet (375'); thence south on a line Three Hundred Seventy-Five Feet (375') east of and parallel to the west line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the south line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence west on the south line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Three Hundred Seventy-Five Feet (375') to the point of beginning.

SECTION 6. Special Assessment; Method of Assessment. The costs and expenses for the activities proposed to be performed within this business improvement district

ORDINANCE NO. 9623 (Cont.)

will be funded through special assessments against the property in the district based upon the special benefits to the property as fairly and equitably equalized by the City Council sitting as a board of equalization. The special assessments on each property will be levied annually as a percentage of the property's frontage feet to the total frontage feet in the district.

SECTION 7. Annual Budget and Limitations. The first year estimated total annual costs and expenses for the activities to be performed within the South Locust Street Business Improvement District during the March 1, 2017 to February 28, 2018 fiscal year is \$143,326.00 provided that the maximum amount of the first fiscal year's annual assessment for the district shall not exceed the total costs and expenses thereof or \$88,326.00, whichever is less. In each succeeding fiscal year, the City Council shall estimate the total annual costs and expenses for the activities and, after public hearing, shall approve by resolution an annual budget for the activities. The activities annual assessment for such succeeding fiscal year shall not exceed the total costs and expenses thereof or the maximum amount budgeted for said activities in the approved annual budget, whichever is less.

SECTION 8. Enforcement and Penalties. The special assessments provided herein shall be a lien on the property assessed superior and prior to all other liens except general taxes and other special assessments, which shall be of equal priority. Liens for special assessments may be foreclosed and are subject to interest at the statutory rate when payment of the assessment is delinquent as provided by law. No special assessment made hereunder shall be void for any irregularity, defect, error, or informality in procedure, in levy or equalization thereof.

SECTION 9. Effective Date. This ordinance shall take effect and be in force from and after its passage and publication.

ORDINANCE NO. 9623 (Cont.)

- - -

ENACTED: February 14, 2017, by the City Council of the City of Grand Island,  
Nebraska.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item F-3

**#9624 - Consideration of Vacation of West 7th Street; Broadwell Avenue to Jefferson Street & Madison Street; Broadwell Avenue South to the Alley (Grand Island Public Schools)**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** February 14, 2017

**Subject:** Consideration of Vacation of West 7<sup>th</sup> Street; Broadwell Avenue to Jefferson Street & Madison Street; Broadwell Avenue South to the Alley

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

## **Background**

Wallich's Addition Subdivision was platted in April 1887, with 7th Street and Madison Street as public streets within such subdivision.

Grand Island Public Schools has submitted a written request to vacate a portion of 7<sup>th</sup> Street, from Broadwell Avenue to Jefferson Street to accommodate the rebuilding of Jefferson Elementary.

## **Discussion**

A new Jefferson Elementary is scheduled to be built beginning Spring 2017, with expected completion August 2019. With this rebuild the student enrollment is projected to grow from just under 300 students to nearly 400. The closure of 7<sup>th</sup> Street, from Broadwell Avenue to Jefferson Street will permit additional parking and green space, as well as provide a safe route for students to walk to school by stopping through traffic on the south side of the school.

In addition, Engineering staff within the Public Works Department are requesting the closure of Madison Street, from Broadwell Avenue south to the alley be granted with the 7<sup>th</sup> Street closure. This piece of Madison Street has proven to be a safety issue with the close proximity of this intersection to the 6<sup>th</sup> Street intersection of Broadwell Avenue.

Faidley Avenue is a stop protected corridor that becomes 6<sup>th</sup> Street as it crosses Broadwell Avenue. To improve safety, Public Works intends to install stop signs at each intersection along 6<sup>th</sup> Street from Broadwell Avenue to Eddy Street so that 6<sup>th</sup> Street will be a stop protected corridor.



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve vacating 7<sup>th</sup> Street from Broadwell Avenue to Jefferson Street and Madison Street from Broadwell Avenue south to the alley as requested.

## **Sample Motion**

Move to approve the ordinance.

## Kneale Administration Building

Dr. Grover, Superintendent



February 14, 2017

Grand Island City Council  
City Hall  
100 East First Street  
Box 1968  
Grand Island, NE 68802-1968

Re: Vacating W. 7<sup>th</sup> Street between Broadwell Avenue and Jefferson Street for new Jefferson Elementary School.

Dear Members of the City Council:

We are excited to announce that the construction of the new Jefferson Elementary School will commence in the spring of this year. We are writing on behalf of Grand Island Public Schools concerning its request that the City Council vacate a portion of W. 7<sup>th</sup> Street between Broadwell Avenue and Jefferson Street. This request is being made in order to enhance the safety of our students, and to better utilize the land owned by the school district on both sides of W. 7<sup>th</sup> Street where the new Jefferson Elementary School will be built. Our reasons for making this request are stated below:

1. The new Jefferson Elementary School will be a \$14,000,000 investment that will revitalize the surrounding neighborhood. It is a longstanding principle in city planning that strong neighborhoods need walk-to elementary schools to give them a sense of cohesion and identity. In many instances, the neighborhood elementary school is a young child's only access to safe recreation and green spaces.
2. Grand Island Public Schools own all of the property on both sides of W. 7<sup>th</sup> Street between Broadwell Avenue and Jefferson Street. After the spring of 2017, no homes will remain along this portion of the street. Vacating this portion of the street will not hurt traffic flow in Grand Island because it will no longer be bordered by homes.

123 South Webb Road • P.O. Box 4904, Grand Island, NE 68802  
308 385-5900 • Fax 308 385-5716 • [tgrover@gips.org](mailto:tgrover@gips.org) • [www.gips.org](http://www.gips.org)

Every Student, Every Day, a Success

3. Vacating W. 7<sup>th</sup> Street will allow the new Jefferson Elementary School to have much needed additional parking and green space. This is important because the new Jefferson Elementary School will have capacity for 396 students which is more than the current enrollment of just under 300 students. With completion of the new school expected by August of 2019, it is important for the school district to utilize its property to the fullest during planning and construction.
4. Vacating W. 7<sup>th</sup> Street will enhance student safety because it will stop through traffic from encountering students going to and from school and it will greatly increase the area for staff parking and parent pick up and drop off.
5. Vacating W. 7<sup>th</sup> Street will unify the property owned by Grand Island Public Schools on both sides of the street, which will give the school district more planning and development options as it constructs the new Jefferson Elementary School.
6. Vacating W. 7<sup>th</sup> Street will allow Grand Island Public Schools to develop safe pedestrian walkways and parking limited to school purposes.

We are excited about starting construction of the new Jefferson Elementary School. We ask that you give serious consideration to this request because we believe public safety and the operation of the new Jefferson Elementary School will benefit from vacating the street. The City of Grand Island will benefit from Grand Island Public Schools commitment to excellence in education.

Sincerely,

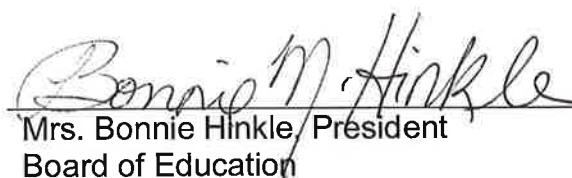
GRAND ISLAND PUBLIC SCHOOLS

By:



Dr. Tawana Grover,  
Superintendent

By:

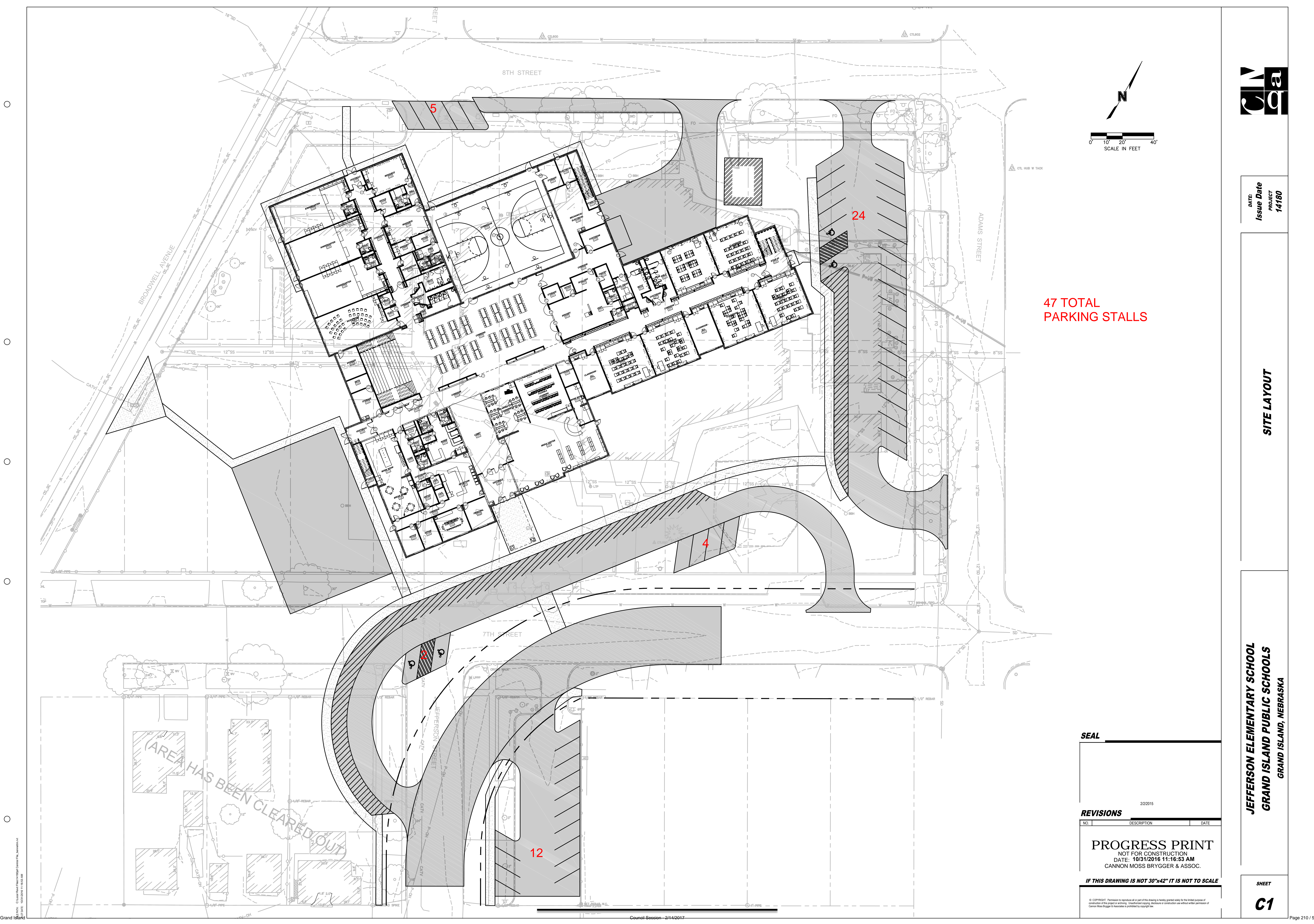


Mrs. Bonnie Hinkle, President  
Board of Education

123 South Webb Road • P.O. Box 4904, Grand Island, NE 68802  
308 385-5900 • Fax 308 385-5716 • [tgrover@gips.org](mailto:tgrover@gips.org) • [www.gips.org](http://www.gips.org)

Every Student, Every Day, a Success





Grand Island

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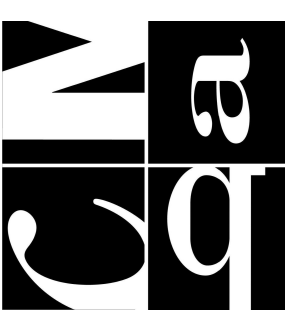
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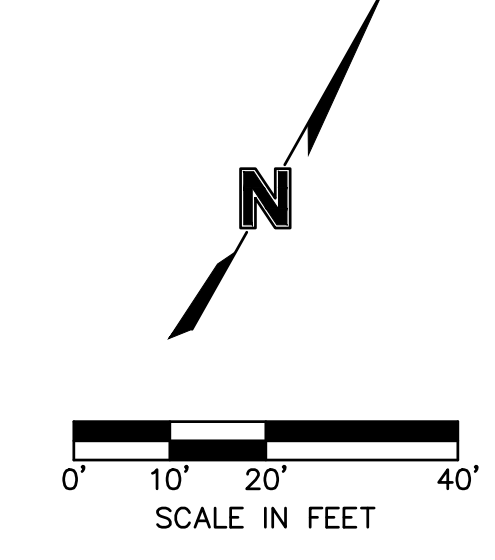


DATE: 10/31/2016  
Issue Date  
PROJECT: 14180

SITE LAYOUT

JEFFERSON ELEMENTARY SCHOOL  
GRAND ISLAND PUBLIC SCHOOLS  
GRAND ISLAND, NEBRASKA

SHEET  
C1



47 TOTAL  
PARKING STALLS

SEAL

REVISIONS

NO.	DESCRIPTION	DATE
1	PROGRESS PRINT	10/31/2016 11:16:53 AM

IF THIS DRAWING IS NOT 30"x42" IT IS NOT TO SCALE

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• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

### ORDINANCE NO. 9624

An ordinance to vacate existing right of way and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That existing right-of-way within Wallich's Addition Subdivision, more particularly described as follows:

7TH STREET / JEFFERSON STREET VACATE

A TRACT OF LAND LOCATED IN PART OF WALLICHS ADDITION IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4, NE1/4) OF SECTION SIXTEEN (16), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 5, BLOCK 14, WALLICHS ADDITION, SAID POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S60°41'43"W A DISTANCE OF 79.80 FEET TO THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK 13, SAID WALLICHS ADDITION; THENCE N29°18'34"W, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, BLOCK 13, WALLICHS ADDITION, A DISTANCE OF 132.26 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE S60°38'09"W, ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 13, WALLICHS ADDITION, A DISTANCE OF 247.56 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BROADWELL AVENUE; THENCE N00°49'09"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF BROADWELL AVENUE, A DISTANCE OF 90.58 FEET TO A POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND SOUTHWESTERLY CORNER OF LOT 7, BLOCK 11, WALLICHS ADDITION; THENCE N60°36'33"E, ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 11, VACATED RIGHT-OF-WAY ORD. NO. 4872, BOOK 21, PAGE 73, AND BLOCK 10 WALLICHS ADDITION, A DISTANCE OF 548.13 FEET TO A POINT OF INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ADAMS STREET AND THE SOUTHEASTERLY CORNER OF LOT 10, SAID BLOCK 10, WALLICHS ADDITION; THENCE S29°29'45"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF

Approved as to Form	<input type="checkbox"/>	_____
February 10, 2017	<input type="checkbox"/>	City Attorney



ORDINANCE NO. 9624 (Cont.)

ADAMS STREET, A DISTANCE OF 10.00 FEET; THENCE S60°36'33"W, PARALLEL WITH SAID SOUTHEASTERLY LINE OF BLOCK 10 WALLICHS ADDITION, A DISTANCE OF 211.41 FEET; THENCE S29°23'27"E A DISTANCE OF 69.65 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF SAID LOT 5, BLOCK 14, WALLICHS ADDITION; THENCE S60°54'11"W, ALONG THE NORTHWESTERLY LINE OF SAID LOT 5, BLOCK 14, A DISTANCE OF 52.87 FEET TO A POINT BEING THE NORTHWESTERLY CORNER OF SAID LOT 5, BLOCK 14; THENCE S29°22'57"E, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5, BLOCK 14, A DISTANCE OF 132.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 41,195.63 SQUARE FEET OR 0.946 ACRES MORE OR LESS.

AND,

MADISON STREET VACATE

A TRACT OF LAND LOCATED IN PART OF WALLICHS ADDITION IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4, NE1/4) OF SECTION SIXTEEN (16), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 5, BLOCK 13, WALLICHS ADDITION, SAID POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S60°39'16"W A DISTANCE OF 54.84 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BROADWELL AVENUE; THENCE N01°01'52"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF BROADWELL AVENUE, A DISTANCE OF 115.51 FEET TO A POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE WESTERLY CORNER OF SAID LOT 5, BLOCK 13; THENCE S29°22'37"E, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5, BLOCK 13, A DISTANCE OF 101.69 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 2,788.52 SQUARE FEET OR 0.064 ACRES MORE OR LESS.

SECTION 2. The title to the property vacated by Section 1 of this Ordinance shall revert to the abutting properties.

SECTION 3. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, without the plate, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: February 14, 2017.

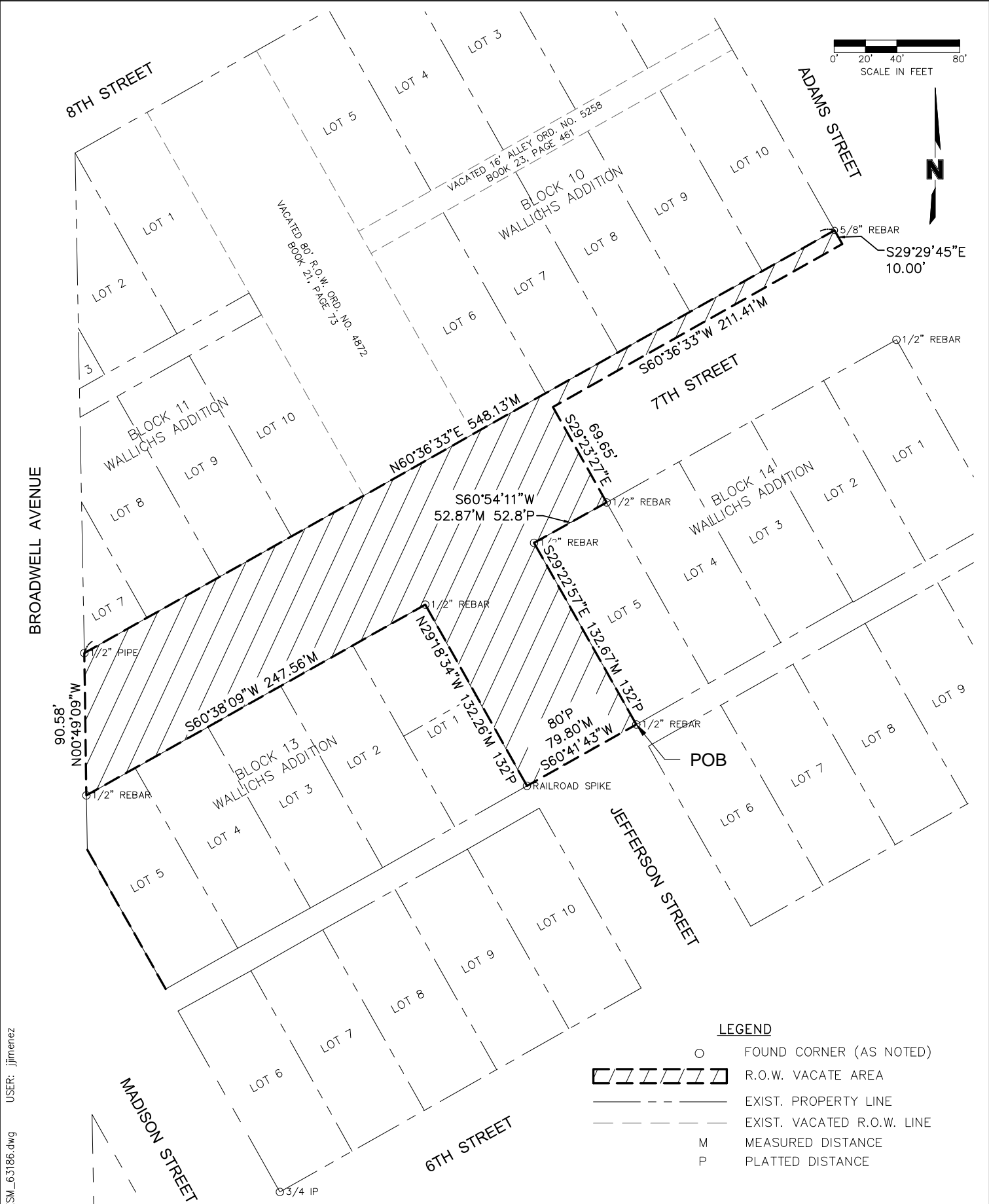
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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



RIGHT-OF-WAY VACATION DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF WALLICHS ADDITION IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4, NE1/4) OF SECTION SIXTEEN (16), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PROJECT NO: 2016-3186	7TH STREET / JEFFERSON STREET VACATE		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JMJ				1
DATE: 02.02.2017				




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**RIGHT-OF-WAY VACATION DESCRIPTION**  
A TRACT OF LAND LOCATED IN PART OF WALLICHS ADDITION IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4, NE1/4) OF SECTION SIXTEEN (16), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT CONTAINS A CALCULATED AREA OF 2,788.52 SQUARE FEET OR 0.064 ACRES MORE OR LESS.

PROJECT NO: 2016-3186	MADISON STREET VACATE	 <div>201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752</div>	EXHIBIT
DRAWN BY: JMJ			1
DATE: 02.02.2017			



# **City of Grand Island**

**Tuesday, February 14, 2017**

**Council Session**

## **Item F-4**

### **#9625 - Consideration of Amending the Salary Ordinance**

**Staff Contact: Aaron Schmid, Human Resources Director**

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** February 14, 2017

**Subject:** Salary Ordinance

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

The salary ordinance for employees of the City of Grand Island comes before Council when changes are necessary. The following explains the proposed changes to the salary ordinance.

## **Discussion**

The proposed change would create the non-union position of Transit Program Manager.

When the federal government designated Grand Island a Metropolitan Statistical Area (MSA) Federal Transit Agency (FTA) 5311 (rural) funds could no longer be used for trips within the urbanized area (where most of the trips occur). FTA 5307 (urban) funds could replace the 5311 funds, but only the City is eligible to receive these funds.

In 2012, the process of moving Transit operations from Hall County to the City began. This involved a number of changes, chief of which is the City now must deal directly with FTA, handling all of the administrative duties. The Nebraska Department of Roads (NDOR) performed this function for Hall County, but is prohibited under the 5307 funding regulations.

The 5307 funds require a significant administrative effort, including activities such as grant applications, budget administration, performance reporting, and contracting. FTA reimburses 80% of the cost of administration (i.e. cost of this position) and 50% of the cost of operations (i.e. the contract with Senior Citizen Industries). FTA audits the City once every 3 years and may require the City to repay some or all of the funds if any program requirements are not met. The current operations contract became effective July 1, 2016 at a cost of \$638,430 for year 1, \$657,584 for year 2, and \$677,311 for year 3.

Additional funding may be obtained for work performed by other City employees, provided it is properly documented, and from a NDOR grant of up to 25% of the operating cost.



The City retained a consultant to assist with the current contract, and has since struggled to keep the program operational as the City has insufficient staff and expertise for this new program.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Salary Ordinance #9625.

### **Sample Motion**

Move to approve Salary Ordinance #9625.



## Transit Program Manager

**DEPARTMENT:** Public Works

**CLASSIFICATION:** Exempt

**DIVISION:** Transit

**JOB CLASS:**

---

### **DEFINITION**

Perform a variety of planning and administrative activities as required to provide transit services and meet Federal Transit Administration requirements.

### **SUPERVISION RECEIVED AND EXERCISED**

Reports to the Public Works Director.

Exercise functional and/or technical supervision over contractors and/or consultants.

### **ESSENTIAL FUNCTIONS**

Prepare documents related to the City's and County's transit program.

Coordinate related communication, meetings, and selection committees to ensure timely completion.

Prepare transit budget, closely monitor expenditures, prepare expenditure estimates as needed, and ensure that expenditures remain within budget.

Manage Grants – Prepare and submit on a timely bases all state and federal grant applications, closely monitor grant expenditures and grant balances, submission of quarterly Financial Status Reports and Milestone Progress Reports, perform budget revisions and amendments and final close-out of grants. Coordinate with the Finance Department on Federal Grant ECHO drawdowns.

Develop and manage all City contracts including any and all outsourcing contracts relating to the provision of public transit.

Prepare and submit on an annual basis all service additions, reductions, and modifications for City Council consideration.

Develop and maintain a plan for long-range financial and service needs of City's public transit program.

Generate performance reports – daily, monthly & annual ridership, passenger/revenue, hour/mile operating statistics, monthly and annual performance statistics, road-call breakdowns, etc.

Generate reports of tickets sales, account activity listing reconciliation, vault/deposit audit, grant balances, asset tracking and inventory listing, etc.

Oversee Disadvantaged Business Enterprise (DBE) Program, including annual goal-setting, program updates, publication of goal and submission to the Federal Transit Administrator. Report DBE attainment for administrative office and contracted service provider on semi-annual basis to FTA. Maintain bidders-lists and conduct public outreach activities to inform DBEs of the City's program and encourage their participation. Establish DBE participation goals on specific procurements to help achieve annual DBE participation goal. Coordinate with the Nebraska Department of Roads on the certification of DBEs. Provide oversight for service provider to ensure compliance with the DBE requirements.

Oversee Drug and Alcohol Program and Drug-Free Workplace requirements. Monitor testing reports from contractor and Medical Review Officer (MRO); perform quarterly contractor site visits and other oversight activities including obtaining current copies of policies, training logs, and service and agent credentials. Update contractors of changes in DOT regulations as they pertain to 49 CFR Part 40 and 49 CFR Part 655. Obtain MIS report prepared by contractor annually and submit to Public Works Director for review and to FTA per program requirements. Continuously monitor and evaluate the efficiency and effectiveness of these programs with regard to meeting program requirements.

Oversee the Title VI Civil Rights Program requirements. Develop and implement City policy, procedures, and recordkeeping activities which includes demographic and service profile maps, overlays and charts; service standards and policies; assessment of compliance with Title VI regulations by contractor. Continuously monitor and evaluate the efficiency and effectiveness of this program with regard to meeting program requirements.

Compile data to enter into the National Transit Database for both monthly and annual reports.

Conduct procurement activities that include developing bid specifications, public notices, distribution of bid documents, procurement narratives and maintaining vendor files.

Complete various administrative duties including developing requisitions and working with the City's Purchasing Agent on assigning purchase orders, and processing invoices for payment.

Interact with general public in answering questions surrounding days and hours of operations, scheduling and fare. Also interact with public on receiving and resolving customer concerns, complaints, or suggestions to improve service.

Attend professional meetings, seminars and workshops to maintain awareness of new developments in Federal and State Transit Program requirements incorporate new developments into programs.

Establish and meet deadlines in order to facilitate timely completion of assigned projects.

Attend and participate in all meetings of the Grand Island Area Metropolitan Planning Organization Technical Advisory Committee and Policy Board when issues relating to the Public Transit Program are considered.

Analyze problems, needs, changes, and enhancements and make recommendations based on findings.

Interpret and apply federal, state, and local policies, procedures, laws, and regulations.

Provide general information and support to governmental officials, sponsors, users, and the general public.

Stay abreast of policies, procedures, and legislation.

Prepare and make presentations at conferences and to local groups on topics/issues related to transportation planning.

Occasionally assist the Engineering Division staff with inspections, public inquiries or other general issues.

Display honest, trustworthy, and ethical behavior when dealing with internal and external customers.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Regular attendance that is punctual and dependable is required.

Perform related duties as assigned.

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Rev. 01/13/2017

City of Grand Island  
Transit Program Manager (????)  
Non Union

Page 2 of 4

## **QUALIFICATIONS**

### Knowledge of:

Federal and State funding requirements.

Project planning and tracking, including critical path.

Responsibilities and activities of transit systems.

Knowledge of principles and practices of transit planning.

### Ability to:

Use Microsoft Office software proficiently, including Word, Excel, Access and PowerPoint.

Use Microsoft Project.

Use ESRI ArcMap.

Utilize personal computers, plotters, printers, tablets, smart phones and other equipment proficiently.

Prepare PowerPoint presentations with proper notes so that others may easily give the presentation.

Comprehend and/or prepare highly technical documents.

Communicate clearly and concisely, both orally and in writing. Be comfortable speaking in public to small groups, elected officials and the media.

### License or Certification:

Must have a valid Nebraska driver's license.

### Preferred Qualifications:

Experience in transit planning and management

## **EDUCATION AND EXPERIENCE GUIDELINES**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### Experience:

Five years of experience with a municipal, state, and/or federal agency in transit planning and/or management, and/or processing documents (paper or electronic) to meet FHWA, FAA, FRA, and/or FTA requirements.

### Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in engineering, transportation planning, public administration, business administration or a closely related field.

## **REQUIRED TRAVEL**

Occasional travel is required to attend meetings, training and conferences, primarily in Nebraska, but may occasionally include locations outside of the State.

## **PHYSICAL REQUIREMENTS**

### **Activities:**

Sitting	Frequent
Standing	Occasional
Walking	Frequent
Reaching	Occasional
Climbing Stairs	Occasional
Bending	Occasional
Squatting	Occasional
Kneeling	Occasional
Twist/Turn	Occasional
Simple Grasping	Occasional
Fine Manipulation	Frequent
Handling	Occasional

### **Lifting**

Waist Level	20#
Chair to Floor	20#
Above Shoulder	20#

<b><u>Push/Pull</u></b>	20#
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### **Carry**

Right	20# Occasional
Left	20# Occasional

### **Use of Feet**

Left	Occasional
Right	Occasional

### **Foot Controls**

Occasional
Occasional



## ORDINANCE NO. 9625

An ordinance to amend Ordinance 9615 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to ~~reclassify the non-union position of GIS Coordinator PW from 40 hrs/week to Exempt~~add the non-union position Transit Program Manager; and to repeal those portions of Ordinance No. 9615 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accountant	24.3126/35.4090	Exempt
Accounting Technician – Solid Waste	19.5260/24.4854	40 hrs/week
Assistant to the City Administrator	22.9200/32.2648	Exempt
Assistant Finance Director	32.9968/47.6559	Exempt
Assistant Public Works Director – Manager of Engineering Services	37.7743/54.2593	Exempt
Assistant Utilities Director – Engineering/Business Operations	50.8928/72.7995	Exempt
Assistant Utilities Director – Production	52.8344/75.1064	Exempt
Assistant Utilities Director – Transmission	52.8344/77.2019	Exempt
Attorney	31.9363/47.4075	Exempt
Biosolids Technician	19.3682/28.7671	40 hrs/week

Approved as to Form    ☐ \_\_\_\_\_  
                                       ☒ City Attorney

ORDINANCE NO. 9625 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Building Department Director	37.7821/55.2369	Exempt
CADD Operator	21.1060/30.3529	40 hrs/week
Cemetery Superintendent	24.2651/35.3204	Exempt
City Administrator	69.4139/81.0483	Exempt
City Attorney	46.6266/62.8430	Exempt
City Clerk	31.1918/41.9708	Exempt
Civil Engineer I	30.0101/42.6444	Exempt
Civil Engineer II	34.0560/49.0428	Exempt
Civil Engineering Manager – Utility PCC	42.4840/56.4371	Exempt
Collection System Supervisor	24.4720/35.1373	40 hrs/week
Community Service Officer – Part time	16.0216/21.8416	40 hrs/week
Custodian – Library, Police	14.2258/20.3715	40 hrs/week
Customer Service Representative – Part time	9.8850/13.6081	40 hrs/week
Customer Service Team Leader	19.8856//27.2214	Exempt
Electric Distribution Superintendent	36.9413//51.1559	Exempt
Electric Distribution Supervisor	31.1960//42.9612	40 hrs/week
Electric Underground Superintendent	32.8985//45.5663	Exempt
Electrical Engineer I	28.4483/41.1268	Exempt
Electrical Engineer II	32.9968/47.6559	Exempt
Emergency Management Deputy Director	26.7273/38.8064	Exempt
Emergency Management Director	38.0388/55.2138	Exempt
Engineer I – Public Works	30.9998//44.0430	Exempt
Engineer I – WWTP	30.9998/43.6156	Exempt
Engineering Technician - WWTP	21.0571/29.0698	40 hrs/week
Equipment Operator - Solid Waste	18.2915/26.2408	40 hrs/week
Finance Director	43.2640/65.9135	Exempt
Finance Operations Supervisor	22.8303/31.8219	Exempt
Fire Chief	42.6060/64.1018	Exempt
Fire EMS Division Chief	36.1441/51.3723	Exempt
Fire Operations Division Chief	36.1441/51.3723	Exempt
Fire Prevention Division Chief	35.3704/49.2884	Exempt
Fleet Services Shop Foreman	24.0828/35.9580	40 hrs/week
GIS Coordinator - PW	28.2416/41.1809	Exempt
Golf Course Superintendent	24.8718/35.8958	Exempt
Grounds Management Crew Chief – Cemetery	20.9033/30.2816	40 hrs/week

ORDINANCE NO. 9625 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Grounds Management Crew Chief – Parks	22.2415/31.8399	40 hrs/week
Human Resources Director	38.1420/54.6416	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	23.1524/34.2574	40 hrs/week
Human Resources Recruiter	23.1524/34.2574	40 hrs/week
Human Resources Specialist	23.1524/34.2574	40 hrs/week
Information Technology Manager	37.0143/55.8684	Exempt
Legal Secretary	20.6847/27.9549	40 hrs/week
Librarian I	22.8301/27.6438	Exempt
Librarian II	25.4900/31.0018	Exempt
Library Assistant I	13.2925/19.2105	40 hrs/week
Library Assistant II	16.4269/23.2552	40 hrs/week
Library Assistant Director	33.0625/50.6375	Exempt
Library Director	41.1416/61.9101	Exempt
Library Page	9.4500/13.0367	40 hrs/week
Library Secretary	16.3489/22.6524	40 hrs/week
Maintenance Worker – Golf	15.9582/24.9970	40 hrs/week
Meter Reader Supervisor	22.8303/29.4775	Exempt
MPO Program Manager	24.7948/37.2171	Exempt
Office Manager – Police Department	19.3355/27.8150	40 hrs/week
Parks and Recreation Director	41.3888/62.9729	Exempt
Parks Superintendent	30.8275/43.7165	Exempt
Payroll Specialist	19.9220/28.1091	40 hrs/week
Planning Director	39.3374/59.4009	Exempt
Police Captain	36.2358/52.2150	Exempt
Police Chief	44.9146/64.1018	Exempt
Power Plant Maintenance Supervisor	34.5020/46.6150	Exempt
Power Plant Operations Supervisor	36.6273/50.6401	Exempt
Power Plant Superintendent – Burdick	41.4575/57.0760	Exempt
Power Plant Superintendent – PGS	47.7943/65.7695	Exempt
Public Information Officer	27.4354/40.9095	Exempt
Public Works Director	44.5283/66.3350	Exempt
Public Works Engineer	32.3635/46.7971	Exempt
Receptionist	15.7641/24.1323	40 hrs/week
Recreation Coordinator	22.8296/32.5196	Exempt
Recreation Superintendent	31.4938/47.9823	Exempt

ORDINANCE NO. 9625 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Regulatory and Environmental Manager	38.1989/48.9803	Exempt
Senior Electrical Engineer	37.4510/52.1496	Exempt
Senior Public Safety Dispatcher	19.3681/25.9995	40 hrs/week
Senior Utility Secretary	18.7632/24.0633	40 hrs/week
Shooting Range Superintendent	27.5615/41.5311	Exempt
Solid Waste Division Clerk - Full Time	19.0241/24.0447	40 hrs/week
Solid Waste Division Clerk - Part Time	16.9388/21.8338	40 hrs/week
Solid Waste Foreman	22.0816/30.8341	40 hrs/week
Solid Waste Superintendent	32.1728/47.4535	Exempt
Street Superintendent	30.5923/44.6933	Exempt
Street Foreman	23.4658/34.1031	40 hrs/week
<a href="#">Transit Program Manager</a>	<a href="#">26.4424/37.9808</a>	<a href="#">Exempt</a>
Turf Management Specialist	22.3531/31.6433	40 hrs/week
Utilities Director	72.3810/96.4843	Exempt
Utility Production Engineer	36.9261/54.4330	Exempt
Utility Warehouse Supervisor	26.1175/36.7494	40 hrs/week
Victim Assistance Unit Coordinator	15.9750/23.3035	40 hrs/week
Victim/Witness Advocate	14.6433/21.3609	40 hrs/week
Wastewater Plant Chief Operator	23.4439/32.8585	40 hrs/week
Wastewater Plant Engineer	33.6168/49.7621	Exempt
Wastewater Plant Operations Engineer	32.4735/47.8596	Exempt
Wastewater Plant Maintenance Supervisor	24.9808/35.3205	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	32.4759/38.7699	Exempt
Water Superintendent	31.0260/45.3774	Exempt
Water Supervisor	24.5083/35.6579	40 hrs/week
Worker / Seasonal	9.0000/20.0000	Exempt
Worker / Seasonal	9.0000/20.0000	40 hrs/week
Worker / Temporary	9.0000/20.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000	40 hrs/week

A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work any hours or portion thereof that begins between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof

ORDINANCE NO. 9625 (Cont.)

from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Equipment Operator – Streets	19.2927/28.5794	40 hrs/week
Fleet Services Mechanic	21.5575/31.9391	40 hrs/week
Horticulturist	22.0953/32.7942	40 hrs/week
Maintenance Worker – Cemetery	18.2409/27.0444	40 hrs/week
Maintenance Worker – Parks	17.9931/26.6925	40 hrs/week
Maintenance Worker – Streets	17.9849/26.6613	40 hrs/week
Senior Equipment Operator – Streets	20.7054/30.7097	40 hrs/week
Senior Maintenance Worker – Streets	20.5626/30.4979	40 hrs/week
Traffic Signal Technician	20.4204/30.2871	40 hrs/week

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW labor agreements, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW labor agreements shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Clerk	17.1747/22.7274	40 hrs/week
Cashier	16.1078/21.9496	40 hrs/week
Custodian	17.3168/20.4487	40 hrs/week

ORDINANCE NO. 9625 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Electric Distribution Crew Chief	33.1338/42.1399	40 hrs/week
Electric Underground Crew Chief	33.1338/42.1399	40 hrs/week
Engineering Technician I	20.2823/29.0202	40 hrs/week
Engineering Technician II	25.0730/34.3783	40 hrs/week
Instrument Technician	30.7736/40.6546	40 hrs/week
Lineworker Apprentice	22.3011/32.7003	40 hrs/week
Lineworker First Class	32.5714/38.5227	40 hrs/week
Materials Handler	24.0652/32.2588	40 hrs/week
Meter Reader	18.6488/24.3187	40 hrs/week
Meter Technician	25.1338/31.0630	40 hrs/week
Payroll Clerk	17.1747/22.7274	40 hrs/week
Power Dispatcher I	29.1939/40.5910	40 hrs/week
Power Dispatcher II	30.6628/42.6266	40 hrs/week
Power Plant Maintenance Mechanic	29.7946/37.0998	40 hrs/week
Power Plant Operator	32.6470/38.0280	40 hrs/week
Senior Accounting Clerk	19.1655/25.1053	40 hrs/week
Senior Engineering Technician	32.6595/39.9680	40 hrs/week
Senior Materials Handler	29.1633/38.0396	40 hrs/week
Senior Meter Reader	22.0869/26.2145	40 hrs/week
Senior Power Dispatcher	36.5342/50.1352	40 hrs/week
Senior Power Plant Operator	35.7892/45.8804	40 hrs/week
Senior Substation Technician	39.6994/41.1455	40 hrs/week
Senior Water Maintenance Worker	24.3938/32.1211	40 hrs/week
Substation Technician	36.7512/38.2101	40 hrs/week
Systems Technician	32.3881/41.1455	40 hrs/week
Tree Trim Crew Chief	29.8621/37.0845	40 hrs/week
Utility Electrician	28.6586/37.6629	40 hrs/week
Utility Groundman	20.0000/28.0000	40 hrs/week
Utility Technician	27.7195/38.9914	40 hrs/week
Utility Warehouse Clerk	21.5966/26.6451	40 hrs/week
Water Maintenance Worker	19.9348/27.5678	40 hrs/week
Wireworker I	23.48 81/33.2122	40 hrs/week
Wireworker II	32.5714/38.5227	40 hrs/week



ORDINANCE NO. 9625 (Cont.)

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	
Police Officer	20.9247/32.0568	
Police Sergeant	26.1893/39.3272	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in

ORDINANCE NO. 9625 (Cont.)

excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the Training and Special Events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Captain	19.9429/27.6524	212 hrs/28 days
Firefighter / EMT	15.1020/21.9163	212 hrs/28 days
Firefighter / Paramedic	17.0188/24.0361	212 hrs/28 days
Life Safety Inspector	22.9354/32.5426	40 hrs/week
Shift Commander	24.3197/31.8276	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) for an entire 24 hour shift, the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of

ORDINANCE NO. 9625 (Cont.)

compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – WWTP	17.4298/24.5254	40 hrs/week
Equipment Operator – WWTP	18.0428/25.3881	40 hrs/week
Maintenance Mechanic I	18.4488/25.9593	40 hrs/week
Maintenance Mechanic II	21.1658/29.7825	40 hrs/week
Maintenance Worker – WWTP	18.9035/26.5992	40 hrs/week
Wastewater Clerk	14.8892/20.9503	40 hrs/week
Wastewater Plant Laboratory Technician	19.8728/27.9629	40 hrs/week
Wastewater Plant Operator I	17.6136/24.7844	40 hrs/week
Wastewater Plant Operator II	19.6465/27.6448	40 hrs/week

Employees covered under the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional 15 cents (\$0.15) per hour; employees who are regularly scheduled to work graveyard shift will receive an additional 25 cents (\$0.25) per hour for wages attributable to those shifts. One lead Maintenance Worker covered under the IBEW Wastewater Treatment Plant labor agreement may receive forty dollars (\$40) per pay period stipend.

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

ORDINANCE NO. 9625 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – Streets	18.4474/24.6252	40 hrs/week
Accounts Payable Clerk	17.1226/24.7731	40 hrs/week
Administrative Assistant	18.9977/27.2480	40 hrs/week
Administrative Assistant - Parks	18.7801/26.6898	40 hrs/week
Audio Video Technician	18.9071/26.6730	40 hrs/week
Building Inspector	21.7593/30.8738	40 hrs/week
Community Development Administrator	20.6968/29.7579	40 hrs/week
Community Development Specialist	18.9977/27.2480	40 hrs/week
Computer Operator	22.7520/29.9089	40 hrs/week
Community Service Officer	16.0216/21.8416	40 hrs/week
Computer Programmer	23.6772/34.6995	40 hrs/week
Computer Technician	23.4344/30.8067	40 hrs/week
Crime Analyst	20.7194/29.4144	40 hrs/week
Electrical Inspector	21.7593/30.8738	40 hrs/week
Emergency Management Coordinator	18.7801/26.6898	40 hrs/week
Engineering Technician – Public Works	21.2585/29.9816	40 hrs/week
Evidence Technician	16.5199/24.1747	40 hrs/week
Finance Secretary	16.8826/23.9929	40 hrs/week
GIS Coordinator	26.5496/37.2543	40 hrs/week
Maintenance Worker I – Building, Library	16.4879/22.3139	40 hrs/week
Maintenance Worker II – Building, Police	17.3754/23.5542	40 hrs/week
Planning Technician	23.2256/32.6774	40 hrs/week
Plans Examiner	22.5088/31.9374	40 hrs/week
Plumbing Inspector	21.7593/30.8738	40 hrs/week
Police Records Clerk – Full Time	15.1442/21.0800	40 hrs/week
Public Safety Dispatcher	16.5289/24.1441	40 hrs/week
Shooting Range Operator	22.8260/30.9411	40 hrs/week
Stormwater Program Manager	21.5743/30.4270	40 hrs/week
Utility Secretary	16.8826/23.9929	40 hrs/week

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work any hours or a portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does

ORDINANCE NO. 9625 (Cont.)

not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator.

~~Effective the first full pay period in January 2017, a~~All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional thirty-five cents (\$0.35) per hour.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Three Hundred Twenty-five dollars (\$325.00) semi-annually. If any such employee covered by the FOP labor agreement shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR)

ORDINANCE NO. 9625 (Cont.)

clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to \$600 annually. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees covered by the IBEW Service/Clerical labor agreement in the Community Service Officer Full Time position shall be paid a uniform allowance at the rate of \$10.00 per pay period. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed \$10.00 per pay period.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.

Non-union employees and employees covered by the FOP labor agreement, the IAFF labor agreement, the IBEW Utilities, Finance, Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed \$1,500 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to \$7.00 per meal, if they are required to work two (2) hours overtime consecutively with their



ORDINANCE NO. 9625 (Cont.)

normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Employees covered by the FOP labor agreement who are directed to be on stand-by duty by the Chief of Police or Police Captain shall receive one (1) hour of straight time pay for each eight (8) hours of standby duty or fraction thereof, that occurs between regularly assigned duty shifts. In the event that an employee covered by the FOP labor agreement is called in to work while off duty, the employee shall be paid for a minimum of two (2) hours at one and one-half (1.5) the regular rate of pay and for any additional time worked thereafter.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the actual cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of

ORDINANCE NO. 9625 (Cont.)

providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

(A) All employees covered in the IBEW Utilities labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at  $47\% \times 1,039 \text{ hours} = 488.33 \text{ hours}$ ), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at  $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$ ). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at  $50\% \times 1,084 = 542$ ). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the

ORDINANCE NO. 9625 (Cont.)

employee's salary at the time of retirement not to exceed 334.75 hours (calculated at  $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$ .) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at  $50\% \times 1,084 = 542$ ). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at  $35\% \times 1339 \text{ hours} = 468.65 \text{ hours}$ ). Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. Employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at  $37.5\% \times 1,280 \text{ hours} = 480 \text{ hrs.}$ ), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid one hundred percent (100%) of their accumulated medical leave bank at the time of their death, not to exceed one thousand two hundred eighty (1,280) hours, based on the employee's salary at the time of their death.

ORDINANCE NO. 9625 (Cont.)

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical, IBEW Wastewater Treatment Plant, and IBEW Finance labor agreements shall have a contribution made on their behalf to the VEBA account of \$15 per pay period. Employees represented by the IBEW Utilities labor agreement shall have a contribution made on their behalf to their VEBA account in the amount of \$20.00 per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \$10 per pay period.

SECTION 11. ~~Effective the first full pay period in October 2016, a~~An employee, who is represented by the FOP labor agreement, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply: ten years

ORDINANCE NO. 9625 (Cont.)

(beginning 11<sup>th</sup> year) - \$ 645.50; fifteen years (beginning 16<sup>th</sup> year) - \$ 830.50; 20 years (beginning 21<sup>st</sup> year) - \$1,032.50; twenty-five years (beginning 26<sup>th</sup> year) - \$1,247.50.

SECTION 12. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law. ~~effective December 26, 2016.~~

SECTION 14. Those portions of Ordinance No. 9615 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: February 14, 2017

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, February 14, 2017**

**Council Session**

## **Item G-1**

### **Approving Minutes of January 24, 2017 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 24, 2017

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on January 24, 2017. Notice of the meeting was given in *The Grand Island Independent* on January 18, 2017.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Julie Hehnke was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Olivia Kalvoda.

INVOCATION was given by Pastor Kelly Karges, Trinity United Methodist Church, 511 North Elm Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Adoption of the Grand Island Zoning Map. Regional Planning Director Chad Nabity reported that over the course of the past 20 years the City of Grand Island has periodically readopted the official zoning map for the City. A new map incorporating 26 changes made since the last re-adoption had been prepared. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Lot 2, Pedcor Subdivision located at the Northeast Corner of James Road and Husker Highway (4.0 Investments LLC). Public Works Director John Collins reported that acquisition of Lot 2, Pedcor Subdivision was needed in order to upgrade Lift Station No. 20. Purchase price of the property was \$150,000.00. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9619 - Consideration of Amending Chapter 26 of the Grand Island City Code Regarding Licensing of Plumbing Contractors

#9620 - Consideration of Approving Power Participation Agreement with Prairie Hills Wind L.L.C.

#9621 - Consideration of Approving the Grand Island Zoning Map

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

**#9619 - Consideration of Amending Chapter 26 of the Grand Island City Code Regarding Licensing of Plumbing Contractors**

Building Department Director Craig Lewis reported that the City Code provides for licensing requirements for plumbing licenses to be revised from time to time to keep current codes, practices and licensing requirements up-to-date. This proposal was to amend the City Code to remove the City of Kearney as they no longer recognize a Grand Island plumbing license. Staff recommended approval.

Mr. Lewis answered questions regarding registration fees, testing in Hastings and Kearney and certificate of insurance which was required.

Motion by Haase, second by Paulick to approve Ordinance #9619.

City Clerk: Ordinance #9619 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9619 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9619 is declared to be lawfully adopted upon publication as required by law.

**#9620 - Consideration of Approving Power Participation Agreement with Prairie Hills Wind L.L.C.**

Utilities Director Tim Luchsinger reported that the Utilities Department had taken an approach in its energy supply strategy to incorporate multiple facilities using a blend of fuel sources. Sempra Renewables, the parent company of Prairie Hills, proposed a project that they were developing at Callaway, Nebraska. Sempra was also the developer of the Broken Bow II Wind Project in partnership with the Nebraska Public Power District. The cost to the City was for the actual energy produced and did not require any upfront capital cost or on-going operation and maintenance costs. Staff recommended approval.

Mr. Luchsinger stated there would be 50 MWh from this project with a term of 25 years. PGS had another 15-20 years of life left. Burdick Station’s Unit’s No. 1 and 2 (oil) had been retired last year. He commented on the size of the wind farm which would be between 150 MWh and 200 MWh.

Motion by Donaldson, second by Haase to approve Ordinance #9620.

City Clerk: Ordinance #9620 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9620 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9620 is declared to be lawfully adopted upon publication as required by law.

#### #9621 - Consideration of Approving the Grand Island Zoning Map

This item was related to the aforementioned Public Hearing.

Motion by Stelk, second by Paulick to approve Ordinance #9621.

City Clerk: Ordinance #9621 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9621 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9621 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-4, G-5, G-10 and G-11 (Resolutions #2017-11, #2017-12, #2017-17 and #2017-18) were pulled for further discussion. Motion by Stelk, second by Paulick to approve the Consent Agenda excluding items G-4, G-5, G-10, and G-11. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of January 10, 2017 City Council Regular Meeting.

Approving Minutes of January 17, 2017 City Council Study Session.

#2017-10 - Approving Adoption of Alternate 457 Deferred Compensation Plan with Union Bank and Trust.

#2017-11 - Approving Purchase of 2018 Truck with 55 Foot Articulating Overcenter Aerial Device - Electric Overhead Division (Unit #1541) with Altec Industries, Inc. in an Amount of

\$254,844.00. Discussion was held concerning OSHA guidelines, annual bucket truck inspections, centralized fleet operations, selling current bucket truck, and resale value.

Motion by Haase, second by Fitzke to approve Resolution #2017-11. Upon roll call vote, all voted aye. Motion adopted.

#2017-12 - Approving Engineering Consulting Agreement for Cell 3 Liner Construction at the Grand Island Regional Landfill with HDR Engineering, Inc. of Omaha, Nebraska in an Amount of \$126,570.00. Discussion was held regarding the clay liner. Mr. Collins stated it was designated to be permanent.

Motion by Steele, second by Donaldson to approve Resolution #2017-12. Upon roll call vote, all voted aye. Motion adopted.

#2017-13 - Approving Agreement for the Nebraska Public Transportation Assistance Program.

#2017-14 - Approving Bid Award for Asphalt Hot-Mix 2017 with Gary Smith Construction Co. of Grand Island, Nebraska and Secondary Award to J.I.L. Asphalt Paving Co. of Grand Island, Nebraska.

#2017-15 - Approving Bid Award for Concrete Ready-Mix for 2017 with Gerhold Concrete Co., Inc. of Grand Island, Nebraska in an Amount of \$91.00 per cubic yard.

#2017-16 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2017 with OK Paving of Hordville, Nebraska in an Amount of \$878,400.00.

#2017-17 - Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Sanitary Sewer System – 2017 with JEO Consulting Group of Grand Island, Nebraska in an Amount of \$74,588.00. Mr. Collins clarified this was a continuation of collecting data for wastewater.

Motion by Steele, second by Minton to approve Resolution #2017-17. Upon roll call vote, all voted aye. Motion adopted.

#2017-18 - Approving Acquisition of Lot 2, Pedcor Subdivision located at the Northeast Corner of James Road and Husker Highway (4.0 Investments LLC) in an Amount of \$150,000.00. Discussion was held regard the purchase price, appraisal, and negotiations.

Motion by Steele, second by Jones to approve Resolution #2017-18. Upon roll call vote, all voted aye. Motion adopted.

#### PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the Claims for the period of January 11, 2017 through January 24, 2017 for a total amount of \$8,612,377.83. Upon roll call vote,

Councilmembers Steele, Minton, Fitzke, Donaldson, Haase, Jones, Stelk, and Nickerson voted aye. Motion adopted. Councilmember Paulick abstained.

Councilmember Haase questioned the claim to First National Bank of Omaha in the amount of \$3,000,000.00. These funds were for a Certificate of Deposit that should not have shown on the Schedule of Bills. The revised claims amount will be shown as \$5,612,377.83.

ADJOURNMENT: The meeting was adjourned at 7:55 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, February 14, 2017**

**Council Session**

## **Item G-2**

### **Approving Minutes of February 7, 2017 City Council Study Session**

**Staff Contact: RaNae Edwards**



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

February 7, 2017

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on February 7, 2017. Notice of the meeting was given in the *Grand Island Independent* on February 1, 2017.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, and Roger Steele. Councilmembers Mitch Nickerson and Mike Paulick were absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council members Cynthia Serrano and Hanadi Isa.

INVOCATION was given by Community Youth Council member Cynthia Serrano followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Presentation and Discussion Concerning the Public Works Department. Public Works Director John Collins presented a high level overview of the Public Works Department. He stated the Public Works Department was responsible for constructing and maintaining the City's infrastructure. This is a 24/7/365 operation with numerous Federal and State mandates. There were 85 positions in the following 8 divisions: Administration, Engineering Services, Fleet Services, Transit, MPO, Solid Waste, Streets, and Wastewater.

Mr. Collins stated that just less than 20% of the City's \$214 million budget was for the Public Works Department. The 2017 budget was \$41,919,385. Reviewed were staffing levels in each division. There were almost 30 square miles in the city and 83.61 lane miles which was an increase from 2006-2016.

Solid Waste Division: Mr. Collins stated the Solid Waste Division was an enterprise fund which received no funding from the General Fund. All revenues were generated from tipping fees and were one of the few Divisions with competition. The Solid Waste Division serves both residents and non-residents and is utilized by both commercial haulers and the general public. Waste is hauled from the transfer station to the landfill located at 5050 West Old Potash Highway (one mile west of City limits) for disposal.

The Yard Waste site accepts grass, leaves, and trees from residents for free year-round. Screened compost is sold for \$5.00 per cubic yard and wood chips are sold for \$1.50 per cubic yard. This facility is located adjacent to the transfer station property.

Landfill: Mr. Collins stated the landfill is used mainly by commercial haulers and is located at the Hall/Buffalo County line approximately 18 miles west of Grand Island. Hand unloading of materials was not allowed. Reviewed was the regulatory permits/compliance for both the Transfer Station and Landfill along with staffing.

Explained was the Landfill Cell 3 expansion project. The restricted fund was expected to cover the entire cost of this project. The engineering/design was scheduled for this current fiscal year. Cell 3 would provide disposal for the next 15-20 years.

Wastewater Division: Mr. Collins stated the plant was located at 3013 E. Swift Road. There were 14 lift station, 225 miles of pipe, and 4,300 manholes. The Wastewater Division was also an enterprise fund and received no funding from the General Fund. Revenues were generated by: user fees, televising pipes, bonds, septage, grease, credit card rebate, permit fees, assessment fees, Clean Water State Revolving Fund (SWSRF), and laboratory. Reviewed were rates from other cities, staffing, and regulatory permits/compliance.

Fleet Services Division: The Fleet Services Division is located at 1111 W. North Front Street. This included the Fleet Services office and shop garage. This division was competitive with private shops. Mentioned were the improvements made at the facility over the past few years. Reviewed were staffing, budget, and revenues.

Grand Island Area Metropolitan Planning Organization (GIAMPO): Mr. Collins stated the MPO was required in urbanized areas with a population of over 50,000 and it was regulated by Federal Law. It was federally funded 80% by USDOT (FHWA/FTA) for transportation policy-making and planning. MPO was responsible for regional transportation planning and coordination.

Explained was the GIAMPO Policy Board which was comprised of elected and appointed officials representing local, state, and federal government agencies. This board sets regional long-term transportation policy and approves work products. The GIAMPO Technical Advisory Committee was an advisory body to the Policy Board which provides technical support and recommendations. It was comprised of staff-level officials of local, state and government agencies.

The GIAMPO staff provides information and support to the Policy Board and Technical Advisory Committee. They prepare the required state and federal documents, manage the planning process, and coordinate transportation studies and projects. Mr. Collins explained the funding sources which was 80% from the Federal government and 20% from the local government.

Streets Division: responsible for: streets & alleys; drainage; right-of-way; snow and ice removal; traffic control; and bridges. The Streets Division Office and main yard are located at 1111 W. North Front Street on leased property from the Union Pacific Railroad. The "West Yard" is located at 2124 Old Lincoln Highway. Reviewed were staffing, budget, revenues, equipment, and programs.

Engineering Services Division: provide technical services and assistance for public improvement projects as well as review plans for developer proposed projects. They give technical support to the Streets Division for planned maintenance projects, provide engineering and project management support to the Wastewater Division, and collect data for inventory and asset management for GIS. They also develop project concepts and budgets, projects to maintain or repair existing infrastructure, manage paving and sewer districts from request to implementation, and respond to public requests. Explained were the Federally mandated Stormwater Management Program (SWMP) requirements. Also mentioned were the duties performed for the downtown parking lots and downtown parking ramp.

Transit Division: Mr. Collins gave a brief history and stated this division was created because of a federal requirement that the City be the agency receiving FTA funds for MSA designated areas. This was formally handled by Hall County. The Transit Division prepares and manages state and federal grant applications, submits required federal reports, oversees transit related programs, ensures compliance with FTA Annual Certifications and Assurance and the FTA Triennial Review, and manages transit operations contract.

Discussion was held concerning staff vacancies in the engineering department. Mr. Collins commented on the difficulty of getting qualified applicants. He answered questions regarding in-house vs out-sourcing project designs. He stated in-house was more cost effective.

Public Works Manager of Engineering Services Terry Brown commented on the process of Request for Proposals (RFP's)/Request for Qualifications (RFQ's) and all standards within the Public Works Department. Discussion was held regarding street sweeping. Street Superintendent Shannon Callahan answered questions concerning Fleet Service activities and equipment replacement. Wastewater Treatment Plant Superintendent Marvin Strong answered questions concerning sanitary sewer pipes. Solid Waste Superintendent Jeff Wattier answered questions concerning landfill rates.

ADJOURNMENT: The meeting was adjourned at 8:20 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, February 14, 2017**

**Council Session**

## **Item G-3**

**Receipt of Official Document – Tort Claim filed by Tim and Lisa Spiehs**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** February 14, 2017

**Subject:** Receipt of Official Document – Tort Claim filed by Tim and Lisa Spiehs

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

The City of Grand Island has received a Notice of Tort Claim from Tim and Lisa Spiehs alleging certain claims in connection with the North Interceptor Phase II project and subsequent remedial work done by the city affecting their property located at 909 East Capital Avenue.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Tim and Lisa Spiehs is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Grand Island, a written notice of the claim must be filed with the City Clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Grand Island has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Attorney's office, and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask that comments be carefully considered so that the legal rights of all parties are preserved.

### **Discussion**

This is not an item for council action other than to simply acknowledge that the claim has been received.

### **Recommendation**

City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

### **Sample Motion**

Move to approve acknowledgement of the Tort Claim filed by Tim and Lisa Spiehs.



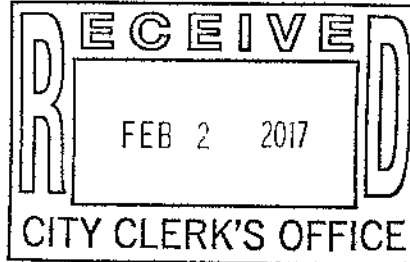
**THE LAW OFFICES OF**  
**Lauritsen, Brownell, Brostrom & Stehlik, P.C.**

A Limited Liability Organization

724 West Koenig Street • P.O. Box 400 • Grand Island, NE 68802-0400 • Telephone: 308-382-8010 • Fax: 308-382-8018  
Established 1915

Walter P. Lauritsen (1908-1990)  
John R. Brownell (1942-2005)

Kevin A. Brostrom  
Galen E. Stehlik  
Mitchell C. Stehlik



February 2, 2017

Renae Edwards  
City Clerk  
100 East First Street  
Grand Island, NE 68801

RE: Claim under the Political Subdivision Tort Claims Act  
by Tim Spiehs and Lisa Spiehs, 909 East Capital Avenue, Grand Island, NE

Dear Renae:

This letter will constitute a claim against the city under the Political Subdivision Tort Claim Act, Neb. Rev. Stat. §§13-901 et. seq.

The city's sanitary sewer construction activity, as well as activities undertaken by the city, have changed the grade and natural flow of the water as it existed prior to the city's project. This involves the North Interceptor Phase II project, and the subsequent remedial work done by the city.

The Spiehs' believe that the excavation and construction work associated with that project caused damage to the Spiehs' septic system, altered the natural flow of drainage into the area, now resulting in additional flow to pass over property owned by the Spiehs'. The Spiehs' believe that the damage occurred outside of the easement area. It appears that the contractors were not aware of the restrictions associated with this project or chose not to follow those restrictions.

Contact has previously been made with the City of Grand Island Attorney, Katrina Delosh at the City's Public Works Department and other representatives of the Public Works Department, yet no resolution to the problem has occurred.

The Spiehs' seek damages as follows:

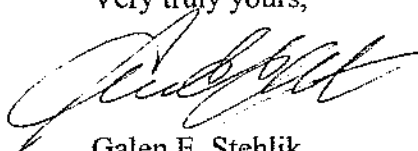
Pump and Hose to pump imploded septic tank	\$1,000.00
Replace Septic tank and leach field - Jon's Plumbing (imploded from heavy equipment striking and vibrating the ground)	\$9,633.09

Pump tank 2 times weekly for 13 months (Oct 2015 thru Oct 2016 done by property owner) (To have pumped by Sewer Rooter is approximately \$250 each time - this is an ongoing expense)	\$6,500.00
Replace dirt that was removed - Hooker Brothers	\$1,710.00
Repair damage to building siding - Bel-Wood Buildings	\$171.70
Replace Sod - Tracy Martin	\$5,616.00
Add concrete curb to stop water from other property draining into ours - LawnSmith & Co	\$19,800.00
Dirt work personally done to try to stop water from going into building	\$6,200.00
Lack of use of property during remediation of damages, and periodic trespassing over Spiehs' property during the project.	\$30,000.00
<b>Sub Total</b>	<b>\$80,630.79</b>

In addition, the Spiehs' seek a commitment from the City to waive any tap fee (estimated to be \$7,500.00) as well as vacate the east west utility easement that is referred to on the plat map files September 11, 2014.

The damages to the Spiehs' property is a continuing problem and the continuing harm results to the Spiehs' property and their property interest.

Very truly yours,



Galen E. Stehlik  
[galens@lauritsenlaw.com](mailto:galens@lauritsenlaw.com)

GES/mjs



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-4

**#2017-19 - Approving Final Plat and Subdivision Agreement for Nagy's Third Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** February 14, 2017

**Subject:** Nagy's Third Subdivision – Final Plat

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

## **Background**

This property is located north of 5th Street and west of Plum Street in the City of Grand Island, in Hall County, Nebraska. It consists of 2 lots and 0.132 acres. This property consists of 2 houses on a single lot. The houses have been on this site since 1910. Each house is served by its own water and electric services and will have their own waste water service. In order to approve this subdivision Council has to grant a waiver to the minimum lot size requirement in the B2 zoning district.

## **Discussion**

The plat for Nagy's Third Subdivision, Final Plat was considered by the Regional Planning Commission at the February 1, 2017, meeting.

A motion was made by Sears and seconded by Kjar to approve the final plat as presented.

A roll call vote was taken and the motion passed with 11 members present and voting in favor (Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rainforth, Rubio, Sears, Hoggatt and Kjar) and no members voting no or abstaining.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that Council approve the final plat as presented and waive the minimum lot size requirement per section 33-21 of the Subdivision Regulations.

## **Sample Motion**

Move to approve as recommended.





## Developer/Owner

J & B Rentals, LLC (Williams and Julann Ziller)  
1611 N. St. Paul Road  
Grand Island, NE 68801

To create 2 lots located north of Fifth Street and west of Plum Street, in Grand Island, in Hall County, Nebraska.

**Size:** 0.132 acres

**Zoning:** B2-General Business

**Road Access:** City Street

**Water Public:** City water is available.

**Sewer Public:** City sewer is available.



## RESOLUTION 2017-19

WHEREAS William P. Ziller and Julann K. Ziller, members of J & B Rentals, LLC, being the owners of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “NAGY’S THIRD SUBDIVISION”, to be laid out into 2 Lots, on a 0.132 acre Tract of Land comprising the Westerly Two Thirds (W. 2/3) of Lot Seven (7), Block Twenty Three (23), Nagy’s Addition to the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, two houses are located on this single lot and have been since at least 1910 and such house were legal at the time of construction; and

WHEREAS, the lot of such subdivision do not meet the minimum lot size requirements of the R4 zoning district; and

WHEREAS, the houses are served with separate water and electrical services, and will be served by separate waste water,

WHEREAS, §33-21 of the Grand Island City Code allows Council to modify or waive specific provision of the regulations and the Council finds that

- (1) The strict application of a particular provision would produce undue hardship.
  - (2) Such hardship is not shared generally by other properties in the proposed subdivision, or in the case of modifications or waivers affecting an entire proposed subdivision the hardship is not shared generally with other similar subdivisions.
  - (3) The authorization of the modification or waiver will not be a substantial detriment to adjacent property and the character of the proposed subdivision will not be adversely changed.
  - (4) The granting of such modification or waiver is based upon demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.
  - (5) The granting of such modification will not unduly compromise the intent of this chapter.;
- And,

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such

Approved as to Form	by _____
February 10, 2017	City Attorney

agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of Nagy's Third Subdivision, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

- - -Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-5

### **#2017-20 - Approving Purchase of Coal Dozer for Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy G. Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting Date:** February 14, 2017

**Subject:** Approving Purchase of a 2017 Dozer Loader for Platte Generating Station

**Presenter(s):** Timothy G. Luchsinger, Utilities Director

## **Background**

Platte Generating Station utilizes two wheeled dozers for handling of coal used in the production of electricity. These are critical pieces of machinery to maintain reliable operation of the Platte Generating Station.

One dozer was purchased in 1980 for the initial operation of the plant and has 40,243 hours with two rebuilds, with 12,817 hours since the last rebuild. The second dozer was purchased in 1999 and has 29,700 hours, and was rebuilt in 2009. A dozer is usually rebuilt every 15,000 hours and the current cost of a rebuild is \$500,000.

Replacing the original dozer and assigning the 2009 dozer to support activities will delay the rebuild required for it and should allow both dozers to be utilized for the expected life of Platte Generating Station.

## **Discussion**

The City of Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) with Resolution 2014-326.

To meet competitive bidding requirements, the Utilities Department obtained pricing from the NJPA Contract No. 032515 awarded to Caterpillar.

Utilities Department staff is recommending the purchase of the Wheel Dozer Loader from Nebraska Machinery Company (NMC Cat) in the amount of \$980,898.00.

An amount of \$1,000,000.00 was included in the 2016-2017 FY budget for this purchase.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that Council approve the purchase of a 2017 Wheel Dozer Loader from NMC Cat for a purchase price of \$980,898.00.

## **Sample Motion**

Move to approve the purchase of a 2017 Wheel Dozer Loader from NMC Cat for a purchase price of \$980,898.00.



RESOLUTION 2017-20

WHEREAS, the City of Grand Island Production Division of the Utilities Department budgeted for a 2017 Coal Dozer in the current budget; and

WHEREAS, on October 28, 2014 with Resolution 2014-326, the City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) to meet competitive bidding requirements; and

WHEREAS, to meet competitive bidding requirements, the Utilities Department obtained pricing from the NJPA Contract No. 032515 awarded to Caterpillar, such bid being in the amount of \$980,898.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2017 Coal Dozer from the NJPA Contract No. 032515 in the amount of \$980,898.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 10, 2017	▣ City Attorney



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-6

**#2017-21 - Approving Bid Award - Pine Street Pump #3**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy G. Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting Date:** February 14, 2017

**Subject:** Pine Street Pump Station Pump #3 Replacement

**Presenter(s):** Timothy G. Luchsinger, Utilities Director

## **Background**

The Pine Street Pump Station is part of the City's municipal water system and includes three high pressure pumps that transfer water from Kimball Reservoir to the City's water distribution system. Pump performance is monitored and conditions are assessed for the water pumps to be repaired or replaced to maintain reliability of the water system.

Engineering staff evaluated whether to rebuild or replace Pump #3. Pump #3 has been in service since the Pine Street Power Plant was built in the 1920's. Contacting the manufacturer, the pump is no longer supported and parts would need to be custom manufactured.

Engineering staff developed specifications to replace the pump. The pump is scheduled to be installed and returned to service prior to the summer increase in the City water system demand.

## **Discussion**

The specifications for the Pine Street Pump Station Pump #3 were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on January 19, 2017. The engineer's estimate for this project was \$50,000.00.

Bidder	Location	Total Bid
Iowa Pump Works	Ankeny, IA	\$ 28,594.50

The bid was reviewed by Utility Department engineering staff and is compliant with specifications and less than the engineer's estimate.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that Council award the contract for Pine Street Pump Station Pump #3 to Iowa Pump Works, Inc., of Ankeny, Iowa, as the low responsive bidder, with the bid in the amount of \$28,594.50.

## **Sample Motion**

Move to approve the bid of \$28,594.50, including sales tax, from Iowa Pump Works, Inc., for the Pine Street Pump Station Pump #3 replacement.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 19, 2017 at 2:15 p.m.  
**FOR:** Pine Street Pump #3  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$50,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** January 7, 2017  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

**Bidder:** Iowa Pump Works, Inc.  
Ankeny, IA  
**Exceptions:** Noted  
  
**Bid Price:**  
**Materials:** \$23,850.00  
**Sales Tax:** \$ 1,669.50  
**Total Bid:** \$25,519.50  
  
**Start-up Services:** \$3,075.00

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Karen Nagel, Utilities Secretary

Pat Gericke, Utilities Admin. Assist.  
Renae Griffiths, Finance Director  
Lynn Mayhew, Assist. Utilities Director

**P1935**

RESOLUTION 2017-21

WHEREAS, the City of Grand Island invited sealed bids for Pine Street Pump #3 replacement according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 19, 2017, bids were received, opened and reviewed; and

WHEREAS, Iowa Pump Works of Ankeny, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$28,594.50; and

WHEREAS, the bid of Iowa Pump Works is less than the estimate for Pine Street Pump #3 replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Iowa Pump Works, in the amount of \$28,594.50, for Pine Street Pump #3 replacement, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney





# **City of Grand Island**

**Tuesday, February 14, 2017**

**Council Session**

## **Item G-7**

**#2017-22 - Approving Bid Award - Precipitator, Bottom Ash &  
Boiler Industrial Cleaning - Spring 2017**

**Staff Contact: Tim Luchsinger, Stacy Nonhof**

# **Council Agenda Memo**

**From:** Timothy G. Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting Date:** February 14, 2017

**Subject:** Precipitator, Bottom Ash and Boiler Industrial Cleaning  
– Spring 2017

**Presenter(s):** Timothy G. Luchsinger, Utilities Director

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to remain below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components.

The next outage is scheduled for May of this year. Specifications were developed by the plant maintenance staff for the removal of ash deposits throughout the precipitator and boiler including grit blasting of the electrostatic precipitator, bulk vacuuming of the associated ductwork and hoppers, and high pressure water wash of the bottom ash system.

## **Discussion**

The specifications for the Precipitator, Bottom Ash and Boiler Industrial Cleaning-Spring 2017 Outage were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on January 31, 2017. Specifications were sent to six potential bidders and responses were received as listed below. The engineer's estimate for this project was \$190,000.

Bidder	Bid Amount
Meylan Enterprises, Inc., Omaha, NE	\$ 142,228.34
W-S Industrial Services, Inc., Council Bluffs, IA	\$ 157,262.18
Veolia ES Industrial Services, Liberty, MO	\$ 162,766.66

The bids were reviewed by Utility Engineering staff. All bids were in compliance with the specifications and had no exceptions. The bid from Meylan Enterprises, Inc. is compliant with specifications and less than the engineer's estimate.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the bid of Meylan Enterprises, Inc., of Omaha, Nebraska, as the low responsive bidder, with a bid in the amount of \$142,228.34.

### **Sample Motion**

Move to approve the bid in the amount of \$142,228.34 from Meylan Enterprises, Inc., for the Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring 2017 Outage.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 31, 2017 at 2:00 p.m.

**FOR:** Precipitator, Bottom Ash & Boiler Industrial  
Cleaning – Spring 2017

**DEPARTMENT:** Utilities

**ESTIMATE:** \$190,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** January 14, 2017

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

**Bidder:** Meylan Enterprises, Inc.  
Omaha, NE

**Bid Security:** Universal Surety Co.

**Exceptions:** Noted

<b>Bid Price:</b>	<b>Precipitator Abrasive Cleaning</b>	<b>Air Heater Wash</b>	<b>Vacuum Services</b>	<b>Hydro-blast Services</b>
<b>Material:</b>	\$ 3,876.00	\$15,996.17	\$24,590.00	\$11,442.50
<b>Labor:</b>	\$25,784.00	\$ 6,792.00	\$31,929.00	\$12,564.00
<b>Sales Tax:</b>	<u>\$ 2,076.20</u>	<u>\$ 1,591.68</u>	<u>\$ 3,956.33</u>	<u>\$ 1,680.46</u>
<b>Base Bid:</b>	\$31,736.20	\$24,329.85	\$60,475.33	\$25,686.96
 <b>Total Bid</b>	 \$142,228.34			

**Bidder:** W-S Industrial Services, Inc.  
**Bid Security:** Council Bluffs, IA  
**Exceptions:** Merchants Bonding Co.  
None

<b>Bid Price:</b>	<b>Precipitator Abrasive Cleaning</b>	<b>Air Heater Wash</b>	<b>Vacuum Services</b>	<b>Hydro-blast Services</b>
<b>Material:</b>	\$21,387.21	\$21,600.00	\$19,183.34	\$24,114.80
<b>Labor:</b>	\$14,650.09	\$ 9,081.50	\$24,120.00	\$12,837.06
<b>Sales Tax:</b>	<u>\$ 2,522.61</u>	<u>\$ 2,147.71</u>	<u>\$ 3,031.23</u>	<u>\$ 2,586.63</u>
<b>Base Bid:</b>	\$38,559.91	\$32,829.21	\$46,334.57	\$39,538.49
<b>Total Bid</b>	\$157,262.18			

**Bidder:** Veolia ES Industrial Services, Inc.  
**Bid Security:** Liberty, MO  
**Exceptions:** Evergreen National Indemnity Co.  
None

<b>Bid Price:</b>	<b>Precipitator Abrasive Cleaning</b>	<b>Air Heater Wash</b>	<b>Vacuum Services</b>	<b>Hydro-blast Services</b>
<b>Material:</b>	\$27,741.28	\$22,204.92	\$27,700.00	\$25,883.92
<b>Labor:</b>	\$ 9,756.26	\$ 5,016.00	\$24,408.00	\$ 9,408.00
<b>Sales Tax:</b>	<u>\$ 2,624.83</u>	<u>\$ 1,905.46</u>	<u>\$ 3,647.56</u>	<u>\$ 2,470.43</u>
<b>Base Bid:</b>	\$40,122.37	\$29,126.38	\$55,755.56	\$37,762.35
<b>Total Bid</b>	\$162,766.66			

cc: Tim Luchsinger, Utilities Director  
Renae Griffiths, Finance Director  
Pat Gericke, Utilities Admin. Assist.

Darrell Dorsey, PGS Plant Superintendent  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utilities Secretary

**P1938**

RESOLUTION 2017-22

WHEREAS, the City of Grand Island invited sealed bids for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring 2017, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 31, 2017, bids were received, opened and reviewed; and

WHEREAS, Meylan Enterprises, Inc., submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$142,228.34; and

WHEREAS, the bid of Meylan Enterprises, Inc. is less than the estimate for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Meylan Enterprises, Inc. in the amount of \$142,228.34, for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring 2017, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney





# **City of Grand Island**

**Tuesday, February 14, 2017**

**Council Session**

## **Item G-8**

**#2017-23 - Approving CDBG Contract #2016-1 with Housing Development Corporation**

**Staff Contact: Charley Falmlen**

# **Council Agenda Memo**

**From:** Charley Falmlen, Community Development

**Meeting:** February 14, 2017

**Subject:** Approving CDBG Contract #2016-1 with The Housing Development Corporation

**Presenter(s):** Charley Falmlen, Community Development Administrator

## **Background**

In October 2015, the City of Grand Island was awarded an annual allocation of \$348,927 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In August 2016, City Council approved the 2016-2017 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

## **Discussion**

As part of the 2016-2017 Annual Action Plan, the Community Development Division allocated funds to assist the Housing Development Corporation in the creation of a Purchase, Rehab, Resell Program. This Program will seek applicants, who will then qualify for program participation by meeting the low-to-moderate income guidelines established by HUD. Once qualified, the program participants will work with the Housing Development Corporation to select a house in need of improvements. The Housing Development Corporation will purchase the home, do up to \$25,000 worth of improvements, and then re-sell the home to the qualified applicant for the original purchase price.

The Housing Development Corporation has agreed to implement this program after collaboration with the City of Grand Island and their efforts to implement parameters of the 2014 Housing Study. The Housing Study parameters included revitalizing the older and dilapidated housing stock in various neighborhoods of Grand Island. The Housing Development Corporation has been awarded \$315,000 from the State of Nebraska to implement this program, and the \$50,000 provided by the City of Grand Island, through CDBG, will be considered the "program match."

For these reasons, the City of Grand Island has allocated fifty thousand dollars and no cents (\$50,000) from the Community Development Block Grant program to assist The Housing Development Corporation implement their Purchase, Rehab, Resell Program. This funding allocation will provide opportunities for low-to-moderate income persons to enter into responsible home ownership, while revitalizing derelict housing in Grand Island.

The Housing Development Corporation will have thirty-three months to expend the allotted funds.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approves CDBG Contract #2106-1 with The Housing Development Corporation and authorizes Mayor to sign all related documents.

### **Sample Motion**

Move to approve CDBG Contract #2106-1 with The Housing Development Corporation.

## **SUB-RECIPIENT AGREEMENT**

### **AGREEMENT BETWEEN CITY OF GRAND ISLAND, NEBRASKA AND**

### **Housing Development Corporation FOR**

### **THE CITY OF GRAND ISLAND'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between City of Grand Island (herein called the "Grantee" and/or "City") and Grand Island Sub-Recipient (herein called the "Sub-Recipient").

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

### **ARTICLE 1- PROJECT**

#### **SECTION 1: SCOPE OF SERVICE**

##### **A. Activities**

##### **1. General Statement**

The Sub-Recipient will purchase, rehabilitate, and resell homes to low to moderate income homebuyers. The Sub-Recipient will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

##### **2. Program Delivery**

Activity #1                      *Purchase substandard or blighted homes.*

Activity #2                      *Implement rehabilitation.*

Activity #3                      *Sell rehabilitated home to low to moderate income qualifying persons.*

##### **3. Administration**

*This contract allocates no CDBG funding for Project Administration.*

##### **4. Income Benefit Goals**

It is anticipated that approximately three (3) unduplicated low- to moderate-income clients will be served over the course of this DEFINE-month Agreement. One hundred percent of clients who qualify for this program must be at the 80 percent AMI level (moderate-income) limit or lower.

##### **B. National Objectives**

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-Recipient certifies that the activity/activities carried out under this Agreement will meet the national objective of low to moderate income clientele.

### **C. Goals and Performance Measures**

The Sub-Recipient agrees to provide the following levels of program services:

<b><u>Activity</u></b>	<b><u>Total Units/Year</u></b>
Activity #1	N/A
Activity #2	N/A
Activity #3	3

*Units of service shall be considered:* One residential unit sold to one qualifying low-moderate income person or family.

### **D. Performance Monitoring**

The Grantee will monitor the performance of the Sub-Recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures will be initiated.

## **SECTION 2: PROJECT DESCRIPTION**

Type of Project: Purchase, Rehab, Resell

Project Location: 1811 West 2nd Street, LL100

Service Area: City of Grand Island

Matrix Code: 2016-1

Basic Eligibility Citation: 24 CFR 570.201 (k) Housing Services

Amount Funded: \$50,000

## **SECTION 3: TERM OF AGREEMENT**

The term of this Agreement is valid through November 30, 2019. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Sub-Recipient remains in control of CDBG funds or other CDBG assets, including program income.

Additionally, the Sub-Recipient must comply with a "Continuing Use" requirement, which assures that capital investments will provide long-term, continuous benefits to low- and moderate-income persons or areas. Any projects or capital improvement cost paid with more than \$20,000 and up to \$50,000 in CDBG funds must be able to provide benefits to low- and moderate-income persons or areas for a minimum of five (5) years at the project site. For projects exceeding \$50,000 and up to \$100,000 in CDBG funds, the minimum continuing use is ten (10) years. Projects that exceed \$100,000 to \$150,000 in CDBG funds must be held in the same use for at least fifteen (15) years. Projects that are over \$150,000 to \$200,000 in CDBG funds must be held in the same use for twenty (20) years. Projects that have \$200,000 or more in CDBG funds must continue to serve the low- to moderate-income population for a minimum of twenty-five (25) years.

## **SECTION 4: PROGRAM REPORTING**

The Sub-Recipient shall submit such reports as required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to, the following:

- A. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- B. Quarterly reports on demographic and income information regarding persons assisted by the Sub-Recipient through this Agreement.
- C. Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the award.

## **ARTICLE 2- FINANCIAL MANAGEMENT**

### **SECTION 1: PAYMENTS AND BUDGET**

#### **A. General Statement**

The City shall reimburse the Sub-Recipient its allowable costs for the services identified in this Agreement not to exceed fifty thousand dollars and zero cents (\$50,000.00) upon presentation of properly executed reimbursement forms as provided by and approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Sub-Recipient's application and budget and approved by the City unless any or all such costs are disallowed by the State of Nebraska or HUD.

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Sub-Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

#### **B. Payments**

Reimbursement request must be mailed to: City of Grand Island, Community Development Division, PO Box 1968, Grand Island, Nebraska, 68802 or emailed to charleyf@grand-island.com. Payments shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made directly to Sub-Recipient only.

Payments may be contingent upon certification of the Sub-Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph C and in accordance with performance.

#### **C. Budget**

<b><u>Line Item</u></b>	<b><u>Amount:</u></b>
CDBG Purchase, Rehab, Resell Program	\$50,000
State of NE Purchase, Rehab, Resell Program	\$315,500
State of NE Housing Management	\$44,500
State of NE General Administration Allocation	\$40,000
<b>TOTAL</b>	<b>\$450,000</b>

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-Recipient.



#### D. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Upon written request by the Sub-Recipient, the City shall make or arrange for payments to the Sub-Recipient of allowable reimbursable costs not covered by previous payments;
- B. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- C. The Sub-Recipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee; and
- D. Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Sub-Recipient have been resolved to the satisfaction of the City.

The Sub-Recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-Recipient has control over CDBG funds, including program income.

## **SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING**

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Sub-Recipient as they relate to the Agreement and the activities and services described herein. The Sub-Recipient acknowledges the financial oversight requirements of the Sub-Recipient Manual.

## **SECTION 3: REIMBURSEMENT**

The City shall reimburse the Sub-Recipient only for actual incurred costs upon presentation of properly executed reimbursement forms as required by the City in the Sub-Recipient Manual. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

## **ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS**

### **SECTION 1: NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or other electronic means, such as email. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee  
City of Grand Island, Community Development  
PO Box 1968  
Grand Island, Nebraska 68802  
308-389-0288  
charleyf@grand-island.com

Sub-Recipient  
Housing Development Corporation  
PO Box 1005  
Hastings, Nebraska 68902  
402-461-8407  
mchdc@hastingschamber.com

## SECTION 2: GENERAL CONDITIONS

### A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Sub-Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-Recipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Sub-Recipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Sub-Recipient. The Sub-Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-Recipient is an independent contractor.

C. Hold Harmless

To the extent permitted by law, the Sub-Recipient agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Sub-Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Sub-Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

The certificates of insurance shall be provided to the City by the Sub-Recipient's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the City prior to commencement of this Agreement. No other form of certificate shall be used.

The Sub-Recipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

F. Licensing

The Sub-Recipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Sub-Recipient license related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the City.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-Recipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-Recipient.

#### H. Failure to Perform

In the event of a failure by the Sub-Recipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Sub-Recipient from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.

#### I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Sub-Recipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of the Sub-Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement;
- D. Submission by the Sub-Recipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- E. Failure to take satisfactory corrective action as directed by the City.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the City and the City may also declare the Sub-Recipient ineligible for further participation in the CDBG program.

### **SECTION 2: MONITORING**

The Sub-Recipient acknowledges the Administrative and Monitoring requirements of the Sub-Recipient Manual, including but not limited to file retention and documentation of low-moderate income levels.

### **SECTION 3: SPECIAL CONDITIONS**

#### A. Civil Rights

##### **1. General Compliance**

The Sub-Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the

Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

## **2. Nondiscrimination**

The Sub-Recipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

- Additionally, the Sub-Recipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:
  - A. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
  - B. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
  - C. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
  - D. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
  - E. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
  - F. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Sub-Recipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

## **3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

## **4. Section 504**

The Sub-Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## **5. Architectural Barriers Act/Americans with Disabilities Act**

The Sub-Recipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a “residential structure” as defined in 24 CFR Part 40.2 or the definition of a “building” as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act (“ADA”) (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

## **B. Affirmative Action**

### **1. Approved Plan**

The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program, in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966.

### **2. Women- and Minority-Owned Businesses (W/MBE)**

The Sub-Recipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### **3. Access to Records**

The Sub-Recipient shall furnish and cause each of its own Sub-Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

### **4. Notifications**

The Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Sub-Recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### **5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Sub-Recipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Sub-Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.



The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

## **6. Subcontract Provisions**

The Sub-Recipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-Recipients or subcontractors.

## **7. "Section 3" Clause**

### **A. Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Sub-Recipient and any of the Sub-Recipient's Sub-Recipients and subcontractors. Failure to fulfill these requirements shall subject the Sub-Recipient and any of the Sub-Recipient's Sub-Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Sub-Recipient further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

## **8. Grantee Recognition**

The Sub-Recipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently

labeled as to the funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### **SECTION 5: SUB-RECIPIENT MANUAL RECEIPT CERTIFICATION**

The Sub-Recipient certifies that it has received the City of Grand Island's Sub-Recipient Manual in either print or electronic format from the Grantee. The Sub-Recipient further certifies and agrees that it is the Sub-Recipient's obligation as a part of this Agreement to read and understand the Manual.

#### **SECTION 6: SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### **SECTION 7: SUCCESSORS**

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

#### **SECTION 8: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Grantee and the Sub-Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-Recipient with respect to this Agreement.

#### **SECTION 9: NO THIRD-PARTY BENEFICIARIES**

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee: **City of Grand Island, Nebraska**

Date \_\_\_\_\_

By \_\_\_\_\_  
Jeremy L. Jensen, Mayor, City of Grand Island

Attest:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: **Housing Development Corporation**

Date \_\_\_\_\_

By \_\_\_\_\_  
Michelle Callahan, Executive Director

Date \_\_\_\_\_

By \_\_\_\_\_  
Eric Gammill, Board President

R E S O L U T I O N   2017-23

WHEREAS, the City of Grand Island, Nebraska was awarded a \$348,927 as part of the United States Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program; and

WHEREAS, City Council approved the 2016-2017 Annual Action Plan; and

WHEREAS, The Housing Development Corporation is eligible to make use of CDBG Funds; and

WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization to identified in the 2016-2017 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The City of Grand Island, Nebraska is hereby authorized to enter into a Sub-Recipient Agreement with The Housing Development Corporation and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 10, 2017	▣ City Attorney



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-9

**#2017-24 - Approving CDBG Contract #2016-2 with The Literacy Council of Grand Island, LLC**

Staff Contact: Charley Falmlen

# **Council Agenda Memo**

**From:** Charley Falmlen, Community Development

**Meeting:** February 14, 2017

**Subject:** Approving CDBG Contract #2016-2 with The Literacy Council of Grand Island

**Presenter(s):** Charley Falmlen, Community Development Administrator

## **Background**

In October 2015, the City of Grand Island was awarded an annual allocation of \$348,927 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In August 2016, City Council approved the 2016-2017 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

## **Discussion**

As part of the 2016-2017 Annual Action Plan, the Community Development Division created a "Continuum of Care" grant to be awarded to a Continuum of Care member for the benefit of low-to-moderate income persons in the City of Grand Island. The Continuum of Care is a HUD directed collaboration which aligns service providers, in an attempt to align the continuum of services offered to low income persons.

On November 1, 2016 the Community Development Division released a "Notice of Available Funds" to Continuum of Care members. Application guidelines and the application for funds were available on the City's website. The Community Development Division also hosted an application workshop on November 16<sup>th</sup>, 2016 to answer questions for Continuum of Care members. The application deadline was January 6<sup>th</sup>, 2017. After internal review and communication with the Entitlement Stakeholders, it was decided to award the full grant amount to the Literacy Council of Grand Island.

The Literacy Council's application outlined their intent to expand their services, which currently include ESL and tutoring for adults, to begin offering life skills classes, hire teachers to instruct group classes, and expand their Language Lab by adding additional equipment and software. The Literacy Council serves primarily immigrants and



refugees, who are considered a covered group under HUD's low-to-moderate income guidelines and are therefore assumed to be low-to-moderate income persons.

For these reasons, the City of Grand Island has allocated fifty thousand dollars and no cents (\$50,000) from the Community Development Block Grant program to assist The Literacy Council of Grand Island in their expansion of services. This funding allocation will provide opportunities for non-English speaking individuals to learn the skills necessary to obtain employment, education and productivity within the community of Grand Island.

The Literacy Council of Grand Island will have thirteen months to expend the allotted funds.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approves CDBG Contract #2106-2 with The Literacy Council of Grand Island and authorizes Mayor to sign all related documents.

### **Sample Motion**

Move to approve CDBG Contract #2106-2 with The Literacy Council of Grand Island.

## **SUB-RECIPIENT AGREEMENT**

### **AGREEMENT BETWEEN CITY OF GRAND ISLAND, NEBRASKA AND**

### **The Literacy Council of Grand Island, Inc FOR**

### **THE CITY OF GRAND ISLAND'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT, entered this 15th day of February 2017, by and between City of Grand Island (herein called the "Grantee" and/or "City") and The Literacy Council of Grand Island, Inc. (herein called the "Sub-Recipient").

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

### **ARTICLE 1- PROJECT**

#### **SECTION 1: SCOPE OF SERVICE**

##### **A. Activities**

##### **1. General Statement**

The Sub-Recipient will hire teachers to offer and instruct group classes and expand the content and equipment in their language lab. The Sub-Recipient will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

##### **2. Program Delivery**

- |             |                                      |
|-------------|--------------------------------------|
| Activity #1 | <i>Expand instruction services</i>   |
| Activity #2 | <i>Expand language lab content</i>   |
| Activity #3 | <i>Expand language lab equipment</i> |

##### **3. Administration**

*This contract allocates no CDBG funding for Project Administration.*

##### **4. Income Benefit Goals**

It is anticipated that approximately 200 unduplicated low- to moderate-income clients will be served over the course of this DEFINE-month Agreement. One hundred percent of clients who qualify for this program must be at the 80 percent AMI level (moderate-income) limit or lower.

##### **B. National Objectives**

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-Recipient certifies that the activity/activities carried out under this Agreement will meet the national objective of benefiting low to moderate income persons.

### **C. Goals and Performance Measures**

The Sub-Recipient agrees to provide the following levels of program services:

<b><u>Activity</u></b>	<b><u>Total Units/Year</u></b>
Activity #1	100
Activity #2	100
Activity #3	100 (duplicates of Activity #2)

*Units of service shall be considered: one low to moderate income person served.*

### **D. Performance Monitoring**

The Grantee will monitor the performance of the Sub-Recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures will be initiated.

### **E. Special Performance Conditions**

The Sub-Recipient agrees to comply with the Limited English Proficiency Plan, as maintained by the City.

## **SECTION 2: PROJECT DESCRIPTION**

Type of Project: Public Service

Project Location: 312 N Elm Street, Suite 101

Service Area: City of Grand Island

Matrix Code: 2016-2

Basic Eligibility Citation: 24 CFR 570.201 (e)

Amount Funded: \$50,000

## **SECTION 2: TERM OF AGREEMENT**

The term of this Agreement is 02/15/2017 through 03/15/2018. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Sub-Recipient remains in control of CDBG funds or other CDBG assets, including program income.

Additionally, the Sub-Recipient must comply with a "Continuing Use" requirement, which assures that capital investments will provide long-term, continuous benefits to low- and moderate-income persons or areas. Any projects or capital improvement cost paid with more than \$20,000 and up to \$50,000 in CDBG funds must be able to provide benefits to low- and moderate-income persons or areas for a minimum of five (5) years at the project site. For projects exceeding \$50,000 and up to \$100,000 in CDBG funds, the minimum continuing use is ten (10) years. Projects that exceed \$100,000 to \$150,000 in CDBG funds must be held in the same use for at least fifteen (15) years. Projects that are over \$150,000 to \$200,000 in CDBG funds must be held in the same use for twenty (20) years. Projects that have \$200,000 or more in CDBG funds must continue to serve the low- to moderate-income population for a minimum of twenty-five (25) years.

## **SECTION 3: PROGRAM REPORTING**

The Sub-Recipient shall submit such reports as required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to, the following:

- A. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- B. Quarterly reports on demographic and income information regarding persons assisted by the Sub-Recipient through this Agreement.
- C. Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the award.

## **ARTICLE 2- FINANCIAL MANAGEMENT**

### **SECTION 1: PAYMENTS AND BUDGET**

#### **A. General Statement**

The City shall reimburse the Sub-Recipient its allowable costs for the services identified in this Agreement not to exceed \$50,000 upon presentation of properly executed reimbursement forms as provided by and approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Sub-Recipient's application and budget and approved by the City unless any or all such costs are disallowed by the State of Nebraska or HUD.

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Sub-Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

#### **B. Payments**

Reimbursement request must be mailed to: City of Grand Island, Community Development Division, PO Box 1968, Grand Island, Nebraska, 68802 or emailed to charleyf@grand-island.com. Payments shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made directly to Sub-Recipient only.

Payments may be contingent upon certification of the Sub-Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph C and in accordance with performance.

#### **C. Budget**

<b><u>Line Item</u></b>	<b><u>Amount:</u></b>
CDBG Funds	\$50,000
Virgil Eihusen Foundation, Inc	\$9795
<b>TOTAL</b>	<b>\$59,795</b>

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-Recipient.

#### **D. Closeout**

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Upon written request by the Sub-Recipient, the City shall make or arrange for payments to the Sub-Recipient of allowable reimbursable costs not covered by previous payments;
- B. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- C. The Sub-Recipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee; and
- D. Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Sub-Recipient have been resolved to the satisfaction of the City.

The Sub-Recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-Recipient has control over CDBG funds, including program income.

### **SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING**

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Sub-Recipient as they relate to the Agreement and the activities and services described herein. The Sub-Recipient acknowledges the financial oversight requirements of the Sub-Recipient Manual.

### **SECTION 3: REIMBURSEMENT**

The City shall reimburse the Sub-Recipient only for actual incurred costs upon presentation of properly executed reimbursement forms as required by the City in the Sub-Recipient Manual. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

## **ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS**

### **SECTION 1: NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or other electronic means, such as email. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee  
City of Grand Island, Community Development  
PO Box 1968  
Grand Island, Nebraska 68802  
308-389-0288  
charleyf@grand-island.com

Sub-Recipient  
The Literacy Council of Grand Island, Inc  
312 N. Elm Street, Suite 101  
Grand Island, Nebraska 68801  
308-385-5515  
kstoppkotte@giliteracy.org

## SECTION 2: GENERAL CONDITIONS

### A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Sub-Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-Recipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Sub-Recipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- 

### B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Sub-Recipient. The Sub-Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-Recipient is an independent contractor.

### C. Hold Harmless

To the extent permitted by law, the Sub-Recipient agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions,

claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Sub-Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

#### D. Workers' Compensation

The Sub-Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### E. Insurance & Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Sub-Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

The certificates of insurance shall be provided to the City by the Sub-Recipient's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the City prior to commencement of this Agreement. No other form of certificate shall be used.

The Sub-Recipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Failure on the part of the Sub-Recipient to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the City may immediately terminate this contract.

#### F. Licensing

The Sub-Recipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Sub-Recipient license related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the City.

#### G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-Recipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-Recipient.

#### H. Failure to Perform

In the event of a failure by the Sub-Recipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Sub-Recipient from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.



### I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Sub-Recipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of the Sub-Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement;
- D. Submission by the Sub-Recipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- E. Failure to take satisfactory corrective action as directed by the City.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the City and the City may also declare the Sub-Recipient ineligible for further participation in the CDBG program.

### **SECTION 3: MONITORING**

The Sub-Recipient acknowledges the Administrative and Monitoring requirements of the Sub-Recipient Manual, including but not limited to file retention and documentation of low-moderate income levels.

### **SECTION 4: SPECIAL CONDITIONS**

#### A. Civil Rights

##### **1. General Compliance**

The Sub-Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

##### **2. Nondiscrimination**

The Sub-Recipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

- Additionally, the Sub-Recipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:
  - A. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
  - B. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
  - C. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
  - D. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
  - E. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
  - F. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Sub-Recipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

### **3. Land Covenants**

Not applicable.

### **4. Section 504**

The Sub-Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### **5. Architectural Barriers Act/Americans with Disabilities Act**

The Sub-Recipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

#### **B. Affirmative Action**

##### **1. Approved Plan**

The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

## **2. Women- and Minority-Owned Businesses (W/MBE)**

The Sub-Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## **3. Access to Records**

The Sub-Recipient shall furnish and cause each of its own Sub-Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## **4. Notifications**

The Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## **5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Sub-Recipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Sub-Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

## **6. Subcontract Provisions**

The Sub-Recipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-Recipients or subcontractors.

## **7. "Section 3" Clause**

Not applicable.

## **8. Grantee Recognition**

The Sub-Recipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### **SECTION 5: SUB-RECIPIENT MANUAL RECEIPT CERTIFICATION**

The Sub-Recipient certifies that it has received the City of Grand Island's Sub-Recipient Manual in either print or electronic format from the Grantee. The Sub-Recipient further certifies and agrees that it is the Sub-Recipient's obligation as a part of this Agreement to read and understand the Manual.

#### **SECTION 6: SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### **SECTION 7: SUCCESSORS**

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

#### **SECTION 8: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Grantee and the Sub-Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-Recipient with respect to this Agreement.

#### **SECTION 9: NO THIRD-PARTY BENEFICIARIES**

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee: **City of Grand Island, Nebraska**

Date \_\_\_\_\_

By \_\_\_\_\_  
Jeremy L. Jensen, Mayor, City of Grand Island

Attest:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: **The Literacy Council of Grand Island, Inc**

Date \_\_\_\_\_

By \_\_\_\_\_  
Kurt Stoppkotte, Executive Director

Date \_\_\_\_\_

By \_\_\_\_\_  
Vicki Deuel, Board President

R E S O L U T I O N   2017-24

WHEREAS, the City of Grand Island, Nebraska was awarded a \$348,927 as part of the United States Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program; and

WHEREAS, City Council approved the 2016-2017 Annual Action Plan; and

WHEREAS, The Literacy Council of Grand Island has been awarded a grant which makes use of CDBG Funds; and

WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization to identified in the 2016-2017 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The City of Grand Island, Nebraska is hereby authorized to enter into a Sub-Recipient Agreement with The Literacy Council of Grand Island and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 10, 2017	▣ City Attorney



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-10

**#2107-25 - Approving Request to the State of Nebraska for CDBG  
Grant 10-ED-010 Contract Extension**

Staff Contact: Charley Falmlen



# **Council Agenda Memo**

**From:** Charley Falmlen, Community Development

**Meeting:** February 14, 2017

**Subject:** Approving Request to the State of Nebraska for CDBG Grant 10-ED-010 Contract Extension

**Presenter(s):** Charley Falmlen, Community Development Administrator

## **Background**

The Nebraska Department of Economic Development (NDED) developed an Economic Development program to utilize Community Development Block Grant (CDBG) funds in non-entitlement communities. In 2010, The City of Grand Island received \$935,000 in Economic Development Funds. The funds were expended in partnership with the Grand Island Area Economic Development Corporation and used in the development of Platte Valley Industrial Park East (PVIP-E). The current contract end date is March 25, 2017 and the contract required that the business which occupies PVIP-E retain 37 new employees for one year.

## **Discussion**

The City of Grand Island is requesting a Contract Extension for grant contract 10-ED-010, with a new proposed completion date of March 25, 2019.

The Grand Island Area Economic Development Corporation has made significant steps in the past year, both recruiting and securing a business to reside within Platte Valley Industrial Park East.

Hendrix ISA, LLC has obtained the developed ground and begun construction on their new state of the art hatchery facility. It is anticipated that the construction phase of the project will be completed by the end of 2017, and hiring will begin shortly after. The contract between the State of Nebraska and the City of Grand Island states that jobs created by this project must be in place for one year, to be considered in completion. For this reason, we are requesting a 2019 contract end date.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Request to the State of Nebraska for CDBG Grant 10-ED-010 Contract Extension.

## **Sample Motion**

Move to approve the Request to the State of Nebraska for CDBG Grant 10-ED-010 Contract Extension and authorize the Mayor to sign all appropriate documents.



Working Together for a  
Better Tomorrow. Today.

January 30, 2017

Nebraska Department of Economic Development  
Attn: Dave Honz  
Community and Rural Development Division  
P.O. Box 94666  
Lincoln, NE 68509

Dear Mr. Honz,

The City of Grand Island is requesting a Contract Extension for grant contract 10-ED-010, with a new proposed completion date of March 25, 2019. We appreciate your consideration of this extension and our reasons for requesting the amendment are elaborated on below.

The Grand Island Area Economic Development Corporation has made significant steps in the past year, both recruiting and securing a business to reside within Platte Valley Industrial Park East. Hendrix ISA, LLC has obtained the developed ground and begun construction on their new state of the art hatchery facility. It is anticipated that the construction phase of the project will be completed by the end of 2017, and hiring will begin shortly after. The contract between the State of Nebraska and the City of Grand Island states that jobs created by this project must be in place for one year, to be considered in completion. For this reason, we have requested a 2019 contract end date.

Enclosed you will find certification that our governing body, City Council, has approved this amendment and extension request, an amended Implementation Schedule and the required Contract Amendment Request form. If you have any questions at all regarding this project you may contact or Charley Falmlen at [charleyf@grand-island.com](mailto:charleyf@grand-island.com) or 308-389-0288.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy L. Jensen".

Jeremy L. Jensen  
Mayor  
City Of Grand Island

Enclosures



City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968  
(308) 385-5444, Ext. 140 • FAX: 385-5486 • Email: [mayor@grand-island.com](mailto:mayor@grand-island.com) • [www.grand-island.com](http://www.grand-island.com)

## CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. All attachments identified under the applicable amendment type must be submitted along with this form.

CDBG Grant # 10-ED-010 Grantee City of Grand Island  
DED Program Representative Dave Honz  
Completing this form Name Charley Falmlen  
Tel. # 308-389-0288  
Requesting Amendment # 3 Email charleyf@grand-island.com

Complete the sections for each type of amendment requested and submit this form, along with the required attachments, to the Department.

☒ **Extension of Contract End Date**

Original Contract End Date Saturday, March 25, 2017

Current Contract End Date including any previously approved extensions Saturday, March 25, 2017

Proposed Contract End Date Monday, March 25, 2019

Required Attachments

Attachment 1: A letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the extension;
2. Identification and reasons for the proposed amendment; including
  - a. Changes to the nature of the project requiring the amendment;
  - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this extension, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity.

**Decrease in proposed accomplishments**

Original Proposed Accomplishments \_\_\_\_\_ Current Proposed Accomplishments \_\_\_\_\_

Required Attachments

Attachment 1: A letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
  - a. Changes to the nature of the project requiring the amendment;
  - b. Steps being taken to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required as a result of this decrease, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity.

☐ **Amendment to Housing Program Guidelines**

Required Attachments

Attachment 1: Letter from the Chief Elected Official stating the following:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required as a result of this amendment, certification that such funds are available.

# NEBRASKA CDBG GRANTEE IMPLEMENTATION SCHEDULE

## PROJECT ACTIVITIES AND MILESTONES

Name of Grantee: City of Grand Island

CDBG # 10-ED-010

Program Representative Dave Honz

Date of Project Completion (contracted): March 25, 2017

Extended Completion Date: March 25, 2019

Page 1 of 1

Project Activity / Milestones	CDBG / LOCAL AMOUNT BUDGETED	1 <sup>ST</sup> QTR.	2 <sup>ND</sup> QTR.	3 <sup>RD</sup> QTR.	4 <sup>TH</sup> QTR.	5 <sup>TH</sup> QTR.	6 <sup>TH</sup> QTR.	7 <sup>TH</sup> QTR.	8 <sup>TH</sup> QTR.
Activity: CDBG	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
a)									
b)									
c)									
d)									
e)									
f)									
Activity: CDBG	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
a)									
b)									
c)									
d)									
e)									
f)									

RESOLUTION 2017-25

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grant (CDBG) funds through the Nebraska Department of Economic Development; and

WHEREAS, the Nebraska Department of Economic Development offers a CDBG Economic Development Grant for activities that meet the CDBG national objective of benefiting low-to-moderate income persons; and

WHEREAS, a grant was awarded to the City of Grand Island in the amount of \$935,000 for the purposes of Economic Development; and

WHEREAS, the City is requesting an extension of the contract deadline with the State of Nebraska; and

WHEREAS, the Nebraska Department of Economic Development presently requires certification of approval of the local governing body.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for a contract extension with the Nebraska Department of Economic Development for Community Development Block Grant #10-ED-010 and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-11

### **#2017-26 - Approving Changes to Guidelines for CDBG Program Income Reuse Funds**

Staff Contact: Charley Falmlen



# **Council Agenda Memo**

**From:** Charley Falmlen, Community Development

**Meeting:** February 14, 2017

**Subject:** Approving Changes to Guidelines for CDBG Program Income Reuse Funds

**Presenter(s):** Charley Falmlen, Community Development Administrator

## **Background**

The United States Department of Housing and Urban Development (HUD) allows local governments to retain program income from eligible Community Development Block Grant activities. The current City of Grand Island Program Income Reuse Plans were adopted by Council on the following dates:

Economic Development Revolving Loan Fund (ED RLF) – 6/13/94

Housing Program Income Reuse Plan – 9/22/2009

Neighborhood Stabilization Program (NSP) Program Income Reuse Plan – 5/28/2013

## **Discussion**

The Program Income Reuse Plans are representative of the monitoring requirements of the State of Nebraska. However, since the above stated dates of plan approval, the City of Grand Island has become an Entitlement Community under CDBG Guidelines. The City has been in coordination in the State of Nebraska since the transition to Entitlement began and the State has agreed to release all program income from their jurisdiction, thereby placing the City of Grand Island's Program Income Reuse funds under the monitoring responsibilities of HUD alone. The proposed Reuse Plans have been updated and streamlined to reflect compliance with HUD's guidelines, which are less constraining than the State of Nebraska's. Additionally, the Community Development Division has taken the advice of the City Legal Department and added an application process for the Housing Program Income Reuse Plan and the Neighborhood Stabilization Program Reuse Plan. Upon approval by City Council, all applications to these funds will be subject to review by the Entitlement Stakeholders.

## **Alternatives**

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

1. Move to approve the Changes to Guidelines for CDBG Program Income Reuse Funds
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the Changes to Guidelines for CDBG Program Income Reuse Funds.

## **Sample Motion**

Move to approve the Changes to Guidelines for CDBG Program Income Reuse Funds and authorize the Mayor to sign all appropriate documents.

# Revolving Loan Fund Reuse Plan

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*City of Grand Island*

***Community Development Division***

***Version 2017.1***

# PURPOSE

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The purpose of the City of Grand Island's CDBG Revolving Loan Fund (RLF) program is to provide financial assistance for start-up businesses, existing businesses, and to attract new businesses within the City of Grand Island.

The City of Grand Island faces tense competition in the recruitment of businesses to the community and in the retention of businesses currently operating within the community. A RLF program can assist the City of Grand Island contribute to economic development projects, creating and retaining jobs, expanding existing businesses, and recruiting new businesses.

The National Objective is that fifty-one percent (51%) of the jobs created or retained must be held by or available to low to moderate income persons.

# SERVICE AREA

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The RLF program is available to every eligible business within the corporate limits of the City of Grand Island.

# ELIGIBLE BUSINESSES

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## **A. Eligible Business - Definition**

An eligible business shall mean any corporation, partnership, limited liability company, or sole proprietorship that derives its principal source of income from any of the following:

1. The manufacture of articles of commerce;
2. The conduct of research and development, including business incubation;
3. The processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce;
4. The sale of services in interstate commerce;
5. A business that derives its principal source of income from retail trade;
6. Headquarters facilities relating to eligible activities as listed in this section;
7. Telecommunications activities including services providing advanced telecommunications capability;
8. Manufacturing assembling, fabrication or processing of tangible personal property;
9. Storing, warehousing, distributing, transporting, or selling of tangible personal property;
10. Conducting research, development, or testing for scientific or industrial purposes;
11. Performing data processing, telecommunications, insurance or financial services;
12. Transportation, retail, service and tourism that are for profit and/or not for profit;
13. The administrative management of any activities, including headquarter facilities relating to such activities; or
14. Food processing or agricultural processing.

## **B. Eligible to Receive Program Benefits Multiple Times**

Eligible businesses may apply more than once and receive program benefits more than once. However, at least five years must have passed from the conclusion of one funding package and the beginning of another.

# ELIGIBLE ACTIVITIES

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The RLF program may fund the following activities:

1. Direct loans or grants to eligible businesses for fixed assets, working capital, or both;
2. Grants for public works improvements which are essential to the location or expansion of, or the provision of new services by, an eligible business;
3. Grants or agreements for job training;
4. Purchase of real estate, land, or building, options for such purchases, and the renewal or extension of such options;
5. Payments for salaries and support of City staff or the contracting of an outside entity to implement any part of the RLF Program;
6. Provisions of technical assistance to businesses, such as preparation of financial packages, survey, engineering, legal, or related assistance and payment of relocation or initial location expenses;
7. Expenses related to business recruitment, promotional activities, and related administrative expenses, and could include, but not limited to, such costs as salaries, travel, office expenses, advertising, legal, and related costs;
8. Commercial/industrial recruitment and promotional activities;
9. Tourism Related Activities; and
10. Acquisition of machinery, property, or non-design related services.

The RLF program does not fund design or construction activities.

# TYPES OF ASSISTANCE

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The types of financial assistance available shall include, but not limited to direct loans, deferred loans, performance based loans, loan guarantees, and grants.

# AMOUNTS OF ASSISTANCE

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RLF assistance shall not exceed \$35,000 for every job created or retained by a project. The City of Grand Island will consider the number of jobs created or retained, the fixed assets of the project, the amount of private leveraging, and the potential benefits to the business and community.

# TERMS OF ASSISTANCE

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The right is reserved to negotiate the terms and conditions of the financial assistance with each applicant, which terms and conditions may differ substantially from applicant to applicant.

## **A. Interest Rate, Term, and Security**

The interest rate shall be established on a project by project basis. The term shall not exceed the useful life of the assets financed or fifteen (15) years. Examples of useful life include one (1) to three (3) years for working capital, three (3) to seven (7) years for machinery and equipment, and up to fifteen (15) years for land and buildings. Security for loans may include, but will not be limited to, Promissory Notes, a Deed of Trust, UCC filings and personal and/or corporate guarantees as appropriate and may be in a subordinate position to the primary commercial or government lender.

## **B. Performance Based**

If the financial assistance is approved as performance based, then a portion of the financial assistance may be deferred or recaptured as determined by the City Council based upon job creation or retention of the project.

## **C. Procedure for Determining Necessity and Appropriateness**

The criteria and procedure to determine the necessity and appropriateness of permitting an eligible business to participate in the RLF program and for determining the time within which an eligible business must meet the goals set forth under its participation agreement shall include the review and verification of application and financial data set forth herein.

## **D. Loan Repayment Schedule**

A loan repayment schedule providing for monthly, quarterly, semi-annual, or annual payments will be approved in conjunction with project approval. Repayments shall be deposited into the RLF program for future projects as approved.



# APPLICATION PROCESS FOR FINANCIAL ASSISTANCE TO BUSINESSES

---

## **A. Application Process and Selection of Participants:**

Businesses seeking assistance will be required to:

1. Complete an application which may be obtained from the City of Grand Island.
2. Submit the completed application together with all the information as set forth below to the City of Grand Island.
3. The Community Development Administrator shall make a preliminary determination as to whether (a) the Applicant is eligible; (b) the proposed activities are eligible; (c) the Applicant has any legal actions pending; and (d) all required information has been received.
4. The Entitlement Stakeholders shall review the application, provide guidance concerning any financial assistance package negotiations, and make a recommendation that (a) the application is approved, (b) the application is not approved, or (c) the group is unable to make a recommendation due to a lack of information.
5. The Community Development Administrator shall notify any applicant if their application is or is not approved.
6. Following approval by the Entitlement Stakeholders, a recommendation by the Entitlement Stakeholders shall be forwarded to the Mayor and City Council along with the contract and loan/closing documents between the City and the applicant. The recommendation shall contain sufficient information in order for the elected officials to make an informed decision. The recommendation shall also include the terms suggesting by the Entitlement Stakeholders including interest rate, repayment terms, repayment schedule and dispersal terms.

## **B. Information Required:**

The applicant shall provide the following information before any application is considered by the Entitlement Stakeholders. Additional information requested by the Entitlement Stakeholders may include, but is not limited to contractor estimates, vendor price quotes, lease or purchase agreement, job creation/retention form, or appraisal.

**Sole Proprietorship:**

1. Submit a RLF Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Business Plan that includes employment and financial projections, financing requirements for the project and total projected costs;
4. Current Year to Date Profit and Loss Statement;
5. Recent Balance Sheet; and
6. Other information as requested.

**“S” Corporation:**

1. Submit a RLF Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Business Plan that includes employment and financial projections, financing requirements for the project and total projected costs;
4. Two years complete Corporate Tax Returns (signed);
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet;
7. Articles of Incorporation, By-Laws, and Minutes of last meeting;
8. Corporate Resolution authorizing loan application and execution of required documents; and
9. Other information as requested.

**“C” Corporation:**

1. Submit a RLF Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Business Plan that includes employment and financial projections, financing requirements for the project and total projected costs.
4. Two years complete Corporate Tax Returns (signed);
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet;
7. Articles of Incorporation, By-Laws, and Minutes of last meeting;
8. Corporate Resolution authorizing loan application and execution of required documents; and
9. Other information as requested.

**General Partnership:**

1. Submit a RLF Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Business Plan that includes employment and financial projections, financing requirements for the project and total projected costs;
4. Two years complete Partnership Tax Returns (signed) and K-1s for all partners;
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet; and
7. Other information as requested.

**Limited Partnerships:**

1. Submit a RLF Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Business Plan that includes employment and financial projections, financing requirements for the project and total projected costs;
4. Complete copy of Partnership Agreement;
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet; and
7. Other information as requested.

**Limited Liability Companies:**

1. Submit a RLF Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Business Plan that includes employment and financial projections, financing requirements for the project and total projected costs;
4. Two years complete Entity Tax Returns (signed) and K-1s for all partners;
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet;
7. Articles of Organization, By-Laws, and Minutes of last meeting;
8. Resolution authorizing loan application and execution of required documents; and
9. Other information as requested.

# APPLICATION REVIEW PROCESS

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Each application shall be presented to the Entitlement Stakeholders.

The Entitlement Stakeholders shall evaluate each application according to the following criteria:

1. Eligibility under the RLF Program;
2. Soundness and creditability of the business proposal;
3. Track record, credibility, and credit worthiness of applicant;
4. Ability to leverage significant private financing;
5. Favorable probability the funds will be repaid by the business; and
6. Other criteria the Entitlement Stakeholders may establish for evaluating applications for direct financial assistance.

## LOAN CLOSING PROCESS

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### **A. Closing Process**

The Community Development Division shall prepare all necessary documents to complete the approved funding request. Standard loan or grant closing documents may include but are not limited to Promissory Note, Loan Agreement, Security Agreement, Deed of Trust, Financing Statement, Personal Guaranty, Automated Clearing House (ACH) form, Title/Lien Search, and Resolution authorizing Mayor's signature. All necessary documents shall be reviewed and approved by the City's Legal Department prior to closing.

### **B. Proceeds**

Financial Assistance proceeds will be provided to the applicant at the time of closing, or in increments as defined by the Entitlement Stakeholders after all necessary documents have been signed.

# LOAN SERVICING PROCESS

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## **A. Loan Funding Administration**

The Community Development Administrator shall administer the RLF program. If assistance beyond regular city employees is needed in the administration of the RLF program then the additional assistance shall be paid from the RLF program upon approval by the City Council.

## **B. Auditing Loan Fund**

The RLF and its portfolio of loan funds will be audited annually by a selected firm of certified public accountants as part of the City of Grand Island's annual audit

## **C. Monitoring**

The Community Development Administrator shall monitor each loan by requiring annual financial statements, annual insurance renewals, conducting regular site visits to the borrowers, continuing UCC'S, job creation/retention reports, and other reports that are specific to each loan.

# ADMINISTRATION AND REPORT PROCEDURES

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## **A. Late Payments**

If a default occurs as specified in the Loan Agreement, the Community Development Administrator shall contact the borrower to remedy the default. The Community Development Administrator shall attempt to work with the borrower to assist the borrower but protect the RLF program as well. All action taken on a financial assistance package shall be documented in regular reports to the Entitlement Stakeholders.

If the default cannot be remedied the Community Development Administrator will work with the City's Legal Department to proceed with foreclosing on the collateral secured by the City.

## **B. Rescheduling Agreement**

Special circumstances regarding business loans may require a different repayment plan and

will be structured accordingly. Some projects require special financing techniques to meet a borrower's needs. Recognizing that, a subordinate position to other lenders of record at time of the project may be taken. If a subordinate position is required, additional considerations will be taken so as to not jeopardize the RLF program. Other special financing techniques may include quarterly or semiannual payments, interest only payments during the first year, or some other method agreed up on by the City of Grand Island and the applicant. All fees associated with any subordination requests, shall be the borrowers responsibility.

## CDBG COMPLIANCE PROCESS

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The Community Development Administrator shall review each loan and grant to ensure compliance with the CDBG Economic Development Program Income RLF monitoring checklist. The CDBG requirements include but are not limited to: National Objective, Environmental Review, Job-Pirating exclusions, Procurement, Labor Standards, Acquisition, and Relocation. The Community Development Administrator shall document that each project funded meets a National Objective.

The Community Development Administrator shall also be responsible for preparing and reporting all required documentation for the RLF program to the United States Department of Housing and Urban Development.

## PROCESS TO ENSURE CONFIDENTIALITY OF BUSINESS INFORMATION RECEIVED

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

To protect businesses applying for assistance and to encourage them to make full and frank disclosure of business information relevant to their application, the City of Grand Island shall restrict the number of people with access to the files and shall take all steps afforded by Nebraska statutes to preserve the confidentiality of said information.

# ADMINISTRATIVE PROCEDURES

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A separate file will be maintained for each RLF program applicant and borrower. The file will include all application documents, Environmental Review documents, loan documents, insurance forms, general correspondence, financial statements, site visit reports and job creation/retention reports.

Community Development Division shall maintain and keep all applications as well as all other required documents, records and other evidence in conformance with the close out requirements.

# AMENDMENT PROCEDURES

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In an ongoing effort to improve the quality of the RLF program, the City of Grand Island will accept suggestions from the public and program participants with regard to program guideline amendments. All suggestions received will be taken under consideration by the City of Grand Island. Upon approval and adoption by the City Council, the amendment will be included in the program guidelines.

# GRIEVANCE PROCEDURES

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In the event that any applicant feels he or she has been unfairly treated or discriminated against during the application process or within any other segment of the RLF program, he or she may make an appeal to the Community Development Administrator, Entitlement Stakeholders, or to City Administration for their consideration. The appeal must be submitted, in writing, within fourteen (14) calendar days of the decision of the Entitlement Stakeholders. City Council shall be formally notified within thirty (30) days of the receipt of the appeal. The City Council shall have final authority in the decision.



# CONFLICT OF INTEREST

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No officer, employee, or agent of the City of Grand Island who will participate in the selection, the award, or the administration of the RLF program may obtain a personal or financial interest or benefit from the activity or have an interest in any financial assistance with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for two years thereafter. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the RLF program and the effective and efficient administration of the City of Grand Island's RLF program.

# Revolving Loan Fund Program Application

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*City of Grand Island*

***Community Development Division***

***Version 2017.1***

### Business (Borrower) Information

Name of Business to Receive Assistance: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

### Business Organization

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ "S" Corporation \_\_\_\_\_ "C" Corporation

\_\_\_\_\_ General Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_ Limited Liability Company

### Ownership Identification

List all officers, directors, partners, owner, co-owners and all stockholders with 20% or more of the stock.

Name	Title	Ownership %
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### Personnel

(Full-Time-Equivalent, FTE is based upon 2,090 hours per year.)

Existing Number of Full Time Equivalent Positions: \_\_\_\_\_

Full-Time Equivalent Positions to be created as a result of Application Approval\*: \_\_\_\_\_

\*At least 1 job must be created per \$35,000 in requested assistance.

# Neighborhood Stabilization Program Reuse Plan

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*City of Grand Island*

***Community Development Division***

***Version 2017.1***

# PURPOSE

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The purpose of this plan is to establish guidelines on the policies and procedures for the administration and utilization of program income received as a result of activities funded under the Neighborhood Stabilization Program (NSP).

# SERVICE AREA

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The NSP program is available to every eligible entity within the corporate limits of the City of Grand Island.

# ELIGIBLE ENTITIES

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## **A. Eligible Entity - Definition**

An eligible entity is any governmental body, non-profit, corporation, partnership, limited liability company, or sole proprietorship.

## **B. Eligible to Receive Program Benefits Multiple Times**

Eligible entities may apply more than once and receive program benefits more than once. However, at least two years must have passed from the conclusion of one funding package and the beginning of another.

# ELIGIBLE ACTIVITIES

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The NSP program may fund the following activities:

- A. Establish financing mechanisms for purchase and redevelopment of foreclosed-upon homes and residential properties, including such mechanisms as soft-second, loan loss reserves, and shared-equity loans for low- and moderate-income homebuyers.
- B. Purchase and rehabilitate homes and residential properties that have been abandoned\* or foreclosed upon, in order to sell, rent, or redevelop such homes and properties.
- C. Establish land banks for homes that have been foreclosed upon.
- D. Demolish blighted structures.
- E. Redevelop demolished or vacant properties\*.

\*Abandoned or vacant properties must have evidence of being so for 90 or more days.

# TYPES OF ASSISTANCE

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The types of financial assistance available shall include, but not be limited to direct loans, deferred loans, forgivable loans, performance based loans, and grants.

# AMOUNTS OF ASSISTANCE

---

NSP assistance shall not exceed \$20,000 for every low-to-moderate income (LMI) beneficiary. The City of Grand Island will consider the number of LMI beneficiaries the potential benefit to the entity and community. The LMI Beneficiaries for the NSP Program must fall in the 120% AMI bracket.

# TERMS OF ASSISTANCE

---

The right is reserved to negotiate the terms and conditions of the financial assistance with each applicant, which terms and conditions may differ substantially from applicant to applicant.

Page 3 of 11

#### **A. Interest Rate, Term, and Security**

All loans and grants shall be interest free. The terms for loan forgiveness shall be as follows:

- Under \$15,000 – 5 Year Amortization Schedule
- \$15,000 and over – 10 year Amortization Schedule

Schedule Security for loans may include, but will not be limited to, Promissory Notes, a Deed of Trust, and corporate guarantees as appropriate and may be in a subordinate position to the primary commercial or government lender.

#### **B. Performance Based**

If the financial assistance is approved as performance based, then a portion of the financial assistance may be deferred or recaptured as determined by the City Council based LMI beneficiaries of the project.

#### **C. Grant Based**

If the financial assistance is approved as grant based, then all of the financial assistance will be forgiven upon completion of the project.

#### **D. Loan Repayment Schedule**

A loan repayment schedule providing for monthly, quarterly, semi-annual, or annual payments will be approved in conjunction with project approval. Repayments shall be deposited into the NSP Program Income Reuse Fund for future projects as approved.

## **APPLICATION PROCESS FOR FINANCIAL ASSISTANCE TO ENTITIES**

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#### **A. Application Process and Selection of Participants:**

Entities seeking assistance will be required to:

1. Complete an application which may be obtained from the City of Grand

Page 4 of 11



Island.

2. Submit the completed application together with all the information as set forth below to the City of Grand Island.
3. The Community Development Administrator shall make a preliminary determination as to whether (a) the Applicant is eligible; (b) the proposed activities are eligible; (c) the Applicant has any legal actions pending; and (d) all required information has been received.
4. The Entitlement Stakeholders shall review the application, provide guidance concerning any financial assistance package negotiations, and make a recommendation that (a) the application is approved, (b) the application is not approved, or (c) the group is unable to make a recommendation due to a lack of information.
5. The Community Development Administrator shall notify any applicant if their application is or is not approved.
6. Following approval by the Entitlement Stakeholders, a recommendation by the Entitlement Stakeholders shall be forwarded to the Mayor and City Council along with the contract and loan/closing documents between the City and the applicant. The recommendation shall contain sufficient information in order for the elected officials to make an informed decision. The recommendation shall also include the terms suggested by the Entitlement Stakeholders including, repayment terms (if any), repayment schedule and dispersal terms.

**B. Information Required:**

The applicant shall provide the following information before any application is considered by the Entitlement Stakeholders. Additional information requested by the Entitlement Stakeholders may include, but is not limited to contractor estimates, vendor price quotes, lease or purchase agreement, LMI Income Documentation forms, or appraisal.

**Governmental Entities:**

1. Submit a NSP Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes housing and financial projections, financing requirements for the project and total projected costs;
4. List of Council Members, Board of Supervisors or Board Members;
5. Resolution or proof of Board of Directors (or governing body) authorizing loan application and execution of required documents; and
6. Other information as requested.

**Non-Profits:**

7. Submit a NSP Program Application;
8. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
9. Entity Plan that includes housing and financial projections, financing requirements for the project and total projected costs;
10. Two years complete Entity Tax Returns (signed);
11. Articles of Incorporation, By-Laws, and list of Board Members;
12. Resolution or proof of Board of Directors authorizing loan application and execution of required documents; and
13. Other information as requested.

**Sole Proprietorship:**

1. Submit a NSP Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes housing and financial projections, financing requirements for the project and total projected costs;
4. Current Year to Date Profit and Loss Statement;
5. Recent Balance Sheet; and
6. Other information as requested.

**“S” Corporation:**

1. Submit a NSP Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes housing and financial projections, financing requirements for the project and total projected costs;
4. Two years complete Corporate Tax Returns (signed);
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet;
7. Articles of Incorporation, By-Laws, and Minutes of last meeting;
8. Corporate Resolution authorizing loan application and execution of required documents; and
9. Other information as requested.

**“C” Corporation:**

1. Submit a NSP Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes housing and financial projections, financing requirements for the project and total projected costs.
4. Two years complete Corporate Tax Returns (signed);
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet;
7. Articles of Incorporation, By-Laws, and Minutes of last meeting;
8. Corporate Resolution authorizing loan application and execution of required documents; and
9. Other information as requested.

**General Partnership:**

1. Submit a NSP Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes housing and financial projections, financing requirements for the project and total projected costs;
4. Two years complete Partnership Tax Returns (signed) and K-1s for all partners;
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet; and
7. Other information as requested.

**Limited Partnerships:**

1. Submit a NSP Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes housing and financial projections, financing requirements for the project and total projected costs;
4. Complete copy of Partnership Agreement;
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet; and
7. Other information as requested.

**Limited Liability Companies:**

14. Submit a NSP Program Application;

15. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
16. Entity Plan that includes housing and financial projections, financing requirements for the project and total projected costs;
17. Two years complete Entity Tax Returns (signed) and K-1s for all partners;
18. Current Year to Date Profit and Loss Statement;
19. Recent Balance Sheet;
20. Articles of Organization, By-Laws, and Minutes of last meeting;
21. Resolution authorizing loan application and execution of required documents; and
22. Other information as requested.

## APPLICATION REVIEW PROCESS

---

Each application shall be presented to the Entitlement Stakeholders.

The Entitlement Stakeholders shall evaluate each application according to the following criteria:

1. Eligibility under the NSP Program;
2. Soundness and creditability of the entity proposal;
3. Track record, credibility, and credit worthiness of applicant;
4. Ability to leverage significant private financing;
5. Number of LMI Beneficiaries
6. Other criteria the Entitlement Stakeholders may establish for evaluating applications for direct financial assistance.

## GRANT/LOAN CLOSING PROCESS

---

### A. Closing Process

The Community Development Division shall prepare all necessary documents to complete the approved funding request. Standard loan or grant closing documents may include but are not limited to Promissory Note, Loan Agreement, Security Agreement, Deed of Trust, Financing Statement, Personal Guaranty, Automated Clearing House (ACH) form, Title/Lien Search, and Resolution authorizing Mayor's signature. All necessary documents shall be reviewed and approved by the City's Legal Department prior to closing.

Page 8 of 11

## **B. Proceeds**

Financial Assistance proceeds will be provided to the applicant at the time of closing, or in increments as defined by the Entitlement Stakeholders after all necessary documents have been signed.

# **LOAN SERVICING PROCESS**

---

## **A. Loan Funding Administration**

The Community Development Administrator shall administer the NSP program. If assistance beyond regular city employees is needed in the administration of the NSP program then the additional assistance shall be paid from the NSP program upon approval by the City Council.

## **B. Auditing Loan Fund**

The NSP and its portfolio of loan funds will be audited annually by a selected firm of certified public accountants as part of the City of Grand Island's annual audit

## **C. Monitoring**

The Community Development Administrator shall monitor each loan by requiring annual financial statements, annual insurance renewals, conducting regular site visits to the borrowers, LMI Income reports, and other reports that are specific to each loan/grant.

# **ADMINISTRATION AND REPORT PROCEDURES**

---

## **A. Late Payments**

If a default occurs as specified in the Loan Agreement, the Community Development Administrator shall contact the borrower to remedy the default. The Community Development Administrator shall attempt to work with the borrower to assist the borrower but protect the NSP program as well. All action taken on a financial assistance package shall be documented in regular reports to the Entitlement Stakeholders.

If the default cannot be remedied the Community Development Administrator will work with the City's Legal Department to proceed with foreclosing on the collateral secured by the City.

#### **B. Rescheduling Agreement**

Special circumstances regarding entity loans may require a different repayment plan and will be structured accordingly. Some projects require special financing techniques to meet a borrower's needs. Recognizing that, a subordinate position to other lenders of record at time of the project may be taken. If a subordinate position is required, additional considerations will be taken so as to not jeopardize the NSP program. Other special financing techniques may include quarterly or semiannual payments, interest only payments during the first year, or some other method agreed up on by the City of Grand Island and the applicant. All fees associated with any subordination requests, shall be the borrowers responsibility.

## **NSP COMPLIANCE PROCESS**

---

The Community Development Administrator shall review each loan and grant to ensure compliance with the NSP requirements. The NSP requirements include but are not limited to: National Objective, Environmental Review, Job-Pirating exclusions, Procurement, Labor Standards, Acquisition, and Relocation.

The Community Development Administrator shall also be responsible for preparing and reporting all required documentation for the NSP program to the United States Department of Housing and Urban Development.

## **PROCESS TO ENSURE CONFIDENTIALITY OF ENTITY INFORMATION RECEIVED**

---

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

To protect entities applying for assistance and to encourage them to make full and frank disclosure of entity information relevant to their application, the City of Grand Island shall restrict the number of people with access to the files and shall take all steps afforded by Nebraska statutes to preserve the confidentiality of said information.

# ADMINISTRATIVE PROCEDURES

---

A separate file will be maintained for each NSP program applicant and borrower. The file will include all application documents, Environmental Review documents, loan documents, insurance forms, general correspondence, financial statements, site visit reports and LMI Income documentation reports.

City Community Development Division shall maintain and keep all applications as well as all other required documents, records and other evidence in conformance with the close out requirements.

# AMENDMENT PROCEDURES

---

In an ongoing effort to improve the quality of the NSP program, the City of Grand Island will accept suggestions from the public and program participants with regard to program guideline amendments. All suggestions received will be taken under consideration by the City of Grand Island. Upon approval and adoption by the City Council, the amendment will be included in the program guidelines.

# GRIEVANCE PROCEDURES

---

In the event that any applicant feels he or she has been unfairly treated or discriminated against during the application process or within any other segment of the NSP program, he or she may make an appeal to the Community Development Administrator, Entitlement Stakeholders, or to City Administration for their consideration. The appeal must be submitted, in writing, within fourteen (14) calendar days of the decision of the Entitlement Stakeholders. City Council shall be formally notified within thirty (30) days of the receipt of the appeal. The City Council shall have final authority in the decision.



# CONFLICT OF INTEREST

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No officer, employee, or agent of the City of Grand Island who will participate in the selection, the award, or the administration of the NSP program may obtain a personal or financial interest or benefit from the activity or have an interest in any financial assistance with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or entity ties, during their tenure or for two years thereafter. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the NSP program and the effective and efficient administration of the City of Grand Island's NSP program.

# Neighborhood Stabilization Program Income Reuse Fund Application

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*City of Grand Island*

***Community Development Division***

***Version 2017.1***

### Entity (Borrower) Information

Name of Entity to Receive Assistance: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

### Entity Organization

\_\_\_\_\_ Government \_\_\_\_\_ Non-Profit

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ "S" Corporation \_\_\_\_\_ "C" Corporation

\_\_\_\_\_ General Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_ Limited Liability Company

### LMI Beneficiaries

Estimated LMI Beneficiaries as a result of Application Approval\*: \_\_\_\_\_

\*At least 1 LMI Beneficiary per \$20,000 in requested assistance.

# Housing Program Income Reuse Plan

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*City of Grand Island*

***Community Development Division***

***Version 2017.1***

# PURPOSE

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The purpose of this plan is to establish guidelines on the policies and procedures for the administration and utilization of program income received as a result of activities funded under the City of Grand Island's Housing Program, mostly consisting of CDBG funds.

# SERVICE AREA

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The Housing Program is available to every eligible entity within the corporate limits of the City of Grand Island.

# ELIGIBLE ENTITIES

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## **A. Eligible Entity - Definition**

An eligible entity is any governmental body, non-profit, corporation, partnership, limited liability company, or sole proprietorship.

## **B. Eligible to Receive Program Benefits Multiple Times**

Eligible entities may apply more than once and receive program benefits more than once. However, at least two years must have passed from the conclusion of one funding package and the beginning of another.

# ELIGIBLE ACTIVITIES

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The Housing Program may fund the following activities:

- A. Rehabilitation of residential property by the residential homeowner
- B. Down payment assistance for first – time homebuyers
- C. Special housing projects or developments which address the housing needs of low income persons (50% AMI or lower)

# TYPES OF ASSISTANCE

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The types of financial assistance available shall include, but not be limited to direct loans, deferred loans, forgivable loans, performance based loans, and grants.

# AMOUNTS OF ASSISTANCE

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Housing assistance shall not exceed \$20,000 for every low-to-moderate income (LMI) beneficiary. The City of Grand Island will consider the number of LMI beneficiaries the potential benefit to the entity and community. The LMI Beneficiaries for the Housing Program Income Reuse must fall in the 80% AMI bracket, unless applying as a special low income project.

# TERMS OF ASSISTANCE

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The right is reserved to negotiate the terms and conditions of the financial assistance with each applicant, which terms and conditions may differ substantially from applicant to applicant.

## **A. Interest Rate, Term, and Security**

All loans and grants shall be interest free. The terms for loan forgiveness shall be as follows:

- Under \$15,000 – 5 Year Amortization Schedule
- \$15,000 and over – 10 year Amortization Schedule

Schedule Security for loans may include, but will not be limited to, Promissory Notes, a Deed of Trust, and corporate guarantees as appropriate and may be in a subordinate position to the primary commercial or government lender.

#### **B. Performance Based**

If the financial assistance is approved as performance based, then a portion of the financial assistance may be deferred or recaptured as determined by the City Council based LMI beneficiaries of the project.

#### **C. Grant Based**

If the financial assistance is approved as grant based, then all of the financial assistance will be forgiven upon completion of the project.

#### **D. Loan Repayment Schedule**

A loan repayment schedule providing for monthly, quarterly, semi-annual, or annual payments will be approved in conjunction with project approval. Repayments shall be deposited into the Housing Program Income Reuse Fund for future projects as approved.

## **APPLICATION PROCESS FOR FINANCIAL ASSISTANCE TO ENTITIES**

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#### **A. Application Process and Selection of Participants:**

Entities seeking assistance will be required to:

1. Complete an application which may be obtained from the City of Grand Island.
2. Submit the completed application together with all the information as set forth below to the City of Grand Island.

Page 4 of 11



3. The Community Development Administrator shall make a preliminary determination as to whether (a) the Applicant is eligible; (b) the proposed activities are eligible; (c) the Applicant has any legal actions pending; and (d) all required information has been received.
4. The Entitlement Stakeholders shall review the application, provide guidance concerning any financial assistance package negotiations, and make a recommendation that (a) the application is approved, (b) the application is not approved, or (c) the group is unable to make a recommendation due to a lack of information.
5. The Community Development Administrator shall notify any applicant if their application is or is not approved.
6. Following approval by the Entitlement Stakeholders, a recommendation by the Entitlement Stakeholders shall be forwarded to the Mayor and City Council along with the contract and loan/closing documents between the City and the applicant. The recommendation shall contain sufficient information in order for the elected officials to make an informed decision. The recommendation shall also include the terms suggested by the Entitlement Stakeholders including, repayment terms (if any), repayment schedule and dispersal terms.

**B. Information Required:**

The applicant shall provide the following information before any application is considered by the Entitlement Stakeholders. Additional information requested by the Entitlement Stakeholders may include, but is not limited to contractor estimates, vendor price quotes, lease or purchase agreement, LMI Income Documentation forms, or appraisal.

**Governmental Entities:**

1. Submit a Housing Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes Housing and financial projections, financing requirements for the project and total projected costs;
4. List of Council Members, Board of Supervisors or Board Members;
5. Resolution or proof of Board of Directors (or governing body) authorizing loan application and execution of required documents; and
6. Other information as requested.

**Non-Profits:**

7. Submit a Housing Program Application;

8. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
9. Entity Plan that includes Housing and financial projections, financing requirements for the project and total projected costs;
10. Two years complete Entity Tax Returns (signed);
11. Articles of Incorporation, By-Laws, and list of Board Members;
12. Resolution or proof of Board of Directors authorizing loan application and execution of required documents; and
13. Other information as requested.

**Sole Proprietorship:**

1. Submit a Housing Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes Housing and financial projections, financing requirements for the project and total projected costs;
4. Current Year to Date Profit and Loss Statement;
5. Recent Balance Sheet; and
6. Other information as requested.

**“S” Corporation:**

1. Submit a Housing Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes Housing and financial projections, financing requirements for the project and total projected costs;
4. Two years complete Corporate Tax Returns (signed);
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet;
7. Articles of Incorporation, By-Laws, and Minutes of last meeting;
8. Corporate Resolution authorizing loan application and execution of required documents; and
9. Other information as requested.

**“C” Corporation:**

1. Submit a Housing Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes Housing and financial projections, financing requirements for the project and

total projected costs.

4. Two years complete Corporate Tax Returns (signed);
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet;
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8. Corporate Resolution authorizing loan application and execution of required documents; and
9. Other information as requested.

#### **General Partnership:**

1. Submit a Housing Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes Housing and financial projections, financing requirements for the project and total projected costs;
4. Two years complete Partnership Tax Returns (signed) and K-1s for all partners;
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet; and
7. Other information as requested.

#### **Limited Partnerships:**

1. Submit a Housing Program Application;
2. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
3. Entity Plan that includes Housing and financial projections, financing requirements for the project and total projected costs;
4. Complete copy of Partnership Agreement;
5. Current Year to Date Profit and Loss Statement;
6. Recent Balance Sheet; and
7. Other information as requested.

#### **Limited Liability Companies:**

14. Submit a Housing Program Application;
15. Provide a narrative, limited to one page, describing the nature of the project. Include information on project partnerships, statement of need, and projected outcomes.
16. Entity Plan that includes Housing and financial projections, financing requirements for the project and total projected costs;
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19. Recent Balance Sheet;

20. Articles of Organization, By-Laws, and Minutes of last meeting;
21. Resolution authorizing loan application and execution of required documents; and
22. Other information as requested.

## APPLICATION REVIEW PROCESS

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Each application shall be presented to the Entitlement Stakeholders.

The Entitlement Stakeholders shall evaluate each application according to the following criteria:

1. Eligibility under the Housing Program;
2. Soundness and creditability of the entity proposal;
3. Track record, credibility, and credit worthiness of applicant;
4. Ability to leverage significant private financing;
5. Number of LMI Beneficiaries
6. Other criteria the Entitlement Stakeholders may establish for evaluating applications for direct financial assistance.

## GRANT/LOAN CLOSING PROCESS

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### **A. Closing Process**

The Community Development Division shall prepare all necessary documents to complete the approved funding request. Standard loan or grant closing documents may include but are not limited to Promissory Note, Loan Agreement, Security Agreement, Deed of Trust, Financing Statement, Personal Guaranty, Automated Clearing House (ACH) form, Title/Lien Search, and Resolution authorizing Mayor's signature. All necessary documents shall be reviewed and approved by the City's Legal Department prior to closing.

### **B. Proceeds**

Financial Assistance proceeds will be provided to the applicant at the time of closing, or in increments as defined by the Entitlement Stakeholders after all necessary documents have been signed.

# LOAN SERVICING PROCESS

---

## **A. Loan Funding Administration**

The Community Development Administrator shall administer the Housing Program Income Reuse Fund. If assistance beyond regular city employees is needed in the administration of the HOUSING program then the additional assistance shall be paid from the Housing program upon approval by the City Council.

## **B. Auditing Loan Fund**

The Housing Program Income Reuse Fund and its portfolio of loan funds will be audited annually by a selected firm of certified public accountants as part of the City of Grand Island's annual audit

## **C. Monitoring**

The Community Development Administrator shall monitor each loan by requiring annual financial statements, annual insurance renewals, conducting regular site visits to the borrowers, LMI Income reports, and other reports that are specific to each loan/grant.

# ADMINISTRATION AND REPORT PROCEDURES

---

## **A. Late Payments**

If a default occurs as specified in the Loan Agreement, the Community Development Administrator shall contact the borrower to remedy the default. The Community Development Administrator shall attempt to work with the borrower to assist the borrower but protect the Housing Program as well. All action taken on a financial assistance package shall be documented in regular reports to the Entitlement Stakeholders.

If the default cannot be remedied the Community Development Administrator will work with the City's Legal Department to proceed with foreclosing on the collateral secured by the City.

## **B. Rescheduling Agreement**

Page 9 of 11

Special circumstances regarding entity loans may require a different repayment plan and will be structured accordingly. Some projects require special financing techniques to meet a borrower's needs. Recognizing that, a subordinate position to other lenders of record at time of the project may be taken. If a subordinate position is required, additional considerations will be taken so as to not jeopardize the Housing Program. Other special financing techniques may include quarterly or semiannual payments, interest only payments during the first year, or some other method agreed up on by the City of Grand Island and the applicant. All fees associated with any subordination requests, shall be the borrowers responsibility.

## HOUSING COMPLIANCE PROCESS

---

The Community Development Administrator shall review each loan and grant to ensure compliance with the CDBG requirements. The CDBG requirements include but are not limited to: National Objective, Environmental Review, Job-Pirating exclusions, Procurement, Labor Standards, Acquisition, and Relocation.

The Community Development Administrator shall also be responsible for preparing and reporting all required documentation for the Housing Program to the United States Department of Housing and Urban Development.

## PROCESS TO ENSURE CONFIDENTIALITY OF ENTITY INFORMATION RECEIVED

---

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

To protect entities applying for assistance and to encourage them to make full and frank disclosure of entity information relevant to their application, the City of Grand Island shall restrict the number of people with access to the files and shall take all steps afforded by Nebraska statutes to preserve the confidentiality of said information.

# ADMINISTRATIVE PROCEDURES

---

A separate file will be maintained for each Housing Program applicant and borrower. The file will include all application documents, Environmental Review documents, loan documents, insurance forms, general correspondence, financial statements, site visit reports and LMI Income documentation reports.

City Community Development Division shall maintain and keep all applications as well as all other required documents, records and other evidence in conformance with the close out requirements.

# AMENDMENT PROCEDURES

---

In an ongoing effort to improve the quality of the Housing Program, the City of Grand Island will accept suggestions from the public and program participants with regard to program guideline amendments. All suggestions received will be taken under consideration by the City of Grand Island. Upon approval and adoption by the City Council, the amendment will be included in the program guidelines.

# GRIEVANCE PROCEDURES

---

In the event that any applicant feels he or she has been unfairly treated or discriminated against during the application process or within any other segment of the Housing Program, he or she may make an appeal to the Community Development Administrator, Entitlement Stakeholders, or to City Administration for their consideration. The appeal must be submitted, in writing, within fourteen (14) calendar days of the decision of the Entitlement Stakeholders. City Council shall be formally notified within thirty (30) days of the receipt of the appeal. The City Council shall have final authority in the decision.



# CONFLICT OF INTEREST

---

No officer, employee, or agent of the City of Grand Island who will participate in the selection, the award, or the administration of the Housing Program may obtain a personal or financial interest or benefit from the activity or have an interest in any financial assistance with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or entity ties, during their tenure or for two years thereafter. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Housing Program and the effective and efficient administration of the City of Grand Island's Housing Program.

# Housing Program Income Reuse Fund Application

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*City of Grand Island*

***Community Development Division***

***Version 2017.1***

### Entity (Borrower) Information

Name of Entity to Receive Assistance: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

### Entity Organization

\_\_\_\_\_ Government \_\_\_\_\_ Non-Profit

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ "S" Corporation \_\_\_\_\_ "C" Corporation

\_\_\_\_\_ General Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_ Limited Liability Company

### LMI Beneficiaries

Estimated LMI Beneficiaries as a result of Application Approval\*: \_\_\_\_\_

\*At least 1 LMI Beneficiary per \$20,000 in requested assistance.

RESOLUTION 2017-26

WHEREAS, the Nebraska Department of Economic Development allows local governments to retain program income from eligible Community Development Block Grant activities; and

WHEREAS, the City of Grand Island became an Entitlement Community and responsibility for monitoring Program Income Reuse Funds shifted from the Nebraska Department of Economic Development to the United States Department of Housing and Urban Development; and

WHEREAS, changes were made to all Program Income Reuse Plans to reflect the requirements of the United States Department of Housing and Urban Development.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Changes to the Guidelines for Program Income Reuse Plans are adopted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, and February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 10, 2017	▣ City Attorney



# **City of Grand Island**

**Tuesday, February 14, 2017**

**Council Session**

## **Item G-12**

**#2017-27 - Approving Bid Award for Drainage Ditch Grading,  
Excavating, and Hauling 2017**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Streets Superintendent

**Meeting:** February 14, 2017

**Subject:** Approving Bid Award for Drainage Ditch Grading, Excavating, and Hauling 2017

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

## **Background**

Specialty equipment/operators are hired by the Streets Division to clean and grade large outfall ditches each year. The price per hour of such services has increased so the jobs are approaching the procurement point in which formal quotes are required. The timeline of the ditch work is weather dependent and is usually done when the Streets Division has staff to provide the hauling. These timelines can be difficult to forecast making the process of securing formal quotes from various vendors also difficult. The formal bid process will streamline the procuring of such as-needed services.

A primary and secondary bid award is being recommended for each equipment type so the optimal equipment can be used in the event the primary award vendor is unavailable or unable to meet the Streets Division's timeline.

Bidders were given the opportunity to write-in equipment that they own/operate that could be used for drainage ditch grading, excavating, and hauling that was not specifically requested on the bid form. The write-in bid items allows the City a wider variety of equipment that otherwise would go unknown.

This is the first formal bid request for these types of as-needed services for the Streets Division. If this manner of procuring such services is deemed successful by the Streets Division then it can become an annual practice.

## **Discussion**

Bids were advertised on December 23, 2016 and sent to (6) six potential bidders. Four (4) bids were received and opened on January 18, 2017. Below is the bid award recommendation.

Drainage Ditch Grading, Excavating, and Hauling 2017  
Bid Award Recommendation

	Line Item	Equipment	Primary Award	Secondary Award
Requested	1	Excavator (Track Mounted) with GPS-based Grade Control and Operator	Harders Dozer & Scraper, LLC \$225.00 per hour	O'Neill Transportation and Equipment LLC \$250.00 per hour
	2	Excavator (Track Mounted) with Operator	Kit Held Trucking, LLC \$150.00 per hour	O'Neill Transportation and Equipment LLC \$180.00 per hour
	3	Dozer with Operator	Kit Held Trucking, LLC \$115.00 per hour	O'Neill Transportation and Equipment LLC \$160.00 per hour
	4	Dump Truck with Operator	Harders Dozer & Scraper, LLC \$100.00 per hour	Kit Held Trucking, LLC \$110.00 per hour
	5	Dump Truck with Heated Dump Box and Operator	no bid	no bid
Write-In Option	6	Dozer with Operator and GPS	Kit Held Trucking, LLC \$140.00 per hour	O'Neill Transportation and Equipment LLC \$180.00 per hour
	7	Loader	Kit Held Trucking, LLC \$100.00 per hour	Starostka Group Unlimited, Inc. \$180.00 per hour
	8	6-Wheel Drive Articulated Off-Road Haul Truck with Operator (20 CY) with heated box and end gate	Harders Dozer & Scraper, LLC \$200.00 per hour	no bid
	9	End Dump Roll-Off Boxes (10 CY)	O'Neill Transportation and Equipment LLC \$115.00 per hour	no bid
	10	Long-Reach Excavator with 1 CY Ditch Cleaning Bucket (no GPS); 32 hour minimum charge	O'Neill Transportation and Equipment LLC \$235.00 per hour	no bid
	11	Skidsteer, tracks	Starostka Group Unlimited, Inc. \$145.00 per hour	no bid



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the bid award of Drainage Ditch Grading, Excavating, and Hauling 2017 according to the bid award recommendation.

## **Sample Motion**

Move to approve the bid award of Drainage Ditch Grading, Excavating, and Hauling 2017 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 17, 2017 at 2:30 p.m.

**FOR:** Drainage Ditch Grading, Excavating, and Hauling - 2017

**DEPARTMENT:** Public Works

**ESTIMATE:**

Excavator w/GPS & Operator	\$300.00 per hour
Excavator s/Operator	\$250.00 per hour
Dozer w/Operator	\$275.00 per hour
Dump Truck w/Operator	\$250.00 per hour
Dump Truck w/Heater Dump Box & Operator	\$300.00 per hour

**FUND/ACCOUNT:** 21033504-85213 & 21033504-85318

**PUBLICATION DATE:** December 23, 2016

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

**Bidder:** O'Neill Transportation and Equipment  
Grand Island, NE

<b><u>Bid Price:</u></b>	<b><u>Per Hour</u></b>	
Excavator w/GPS & Operator	\$250.00	
Excavator s/Operator	\$180.00	
Dozer w/Operator	\$160.00	\$180.00 with GPS
Dump Truck w/Operator	\$130.00	
Dump Truck w/Heated Dump Box & Operator	-----	
Roll Off Trucks (straight trucks)	\$115.00	
Komatsu PC220 Long Reach	\$235.00	

**Bidder:** **Kit Held Trucking, LLC**  
**Leigh, NE**

<u><b>Bid Price:</b></u>	<u><b>Per Hour</b></u>
<b>Excavator w/GPS &amp; Operator</b>	----
<b>Excavator s/Operator</b>	<b>\$150.00</b>
<b>Dozer w/Operator</b>	<b>\$115.00</b>
<b>Dump Truck w/Operator</b>	<b>\$110.00</b>
<b>Dump Truck w/Heated Dump Box &amp; Operator</b>	----
<b>Wheel Loader</b>	<b>\$100.00</b>
<b>Case Dozer with GPS</b>	<b>\$140.00</b>

**Bidder:** **Harders Dozer & Scraper, LLC**  
**Cairo, NE**

<u><b>Bid Price:</b></u>	<u><b>Per Hour</b></u>
<b>Excavator w/GPS &amp; Operator</b>	<b>\$225.00</b>
<b>Excavator s/Operator</b>	<b>\$200.00</b>
<b>Dozer w/Operator</b>	<b>\$200.00</b>
<b>Dump Truck w/Operator</b>	<b>\$100.00</b>
<b>Dump Truck w/Heated Dump Box &amp; Operator</b>	----
<b>Dozer w/operator &amp; full machine control GPS</b>	<b>\$225.00</b>
<b>6 wheel drive articulated off road haul track</b>	
<b>With operator</b>	<b>\$200.00</b>

**Bidder:** **Starostka Group Unlimited, Inc.**  
**Grand Island, NE**

<u><b>Bid Price:</b></u>	<u><b>Per Hour</b></u>
<b>Excavator w/GPS &amp; Operator</b>	<b>\$402.00</b>
<b>Excavator s/Operator</b>	<b>\$191.00</b>
<b>Dozer w/Operator</b>	<b>\$176.00</b>
<b>Dump Truck w/Operator</b>	<b>\$140.00</b>
<b>Dump Truck w/Heated Dump Box &amp; Operator</b>	-----
<b>GPS Control Dozer</b>	<b>\$395.00</b>
<b>T595 Skidsteer</b>	<b>\$145.00</b>

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Shannon Callahan, Street Superintendent

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director

**P1932**

RESOLUTION 2017-27

WHEREAS, the City of Grand Island invited sealed bids for furnishing Drainage Ditch Grading, Excavating, and Hauling 2017, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on January 18, 2017 bids were received, opened and reviewed; and,

WHEREAS, Harders Dozer and Scraper, LLC; Kit Held Trucking, LLC; O'Neil Transportation and Equipment LLC; and Starostka Group Unlimited, Inc. submitted the lowest and best bids within the bid specifications for Drainage Ditch Grading, Excavating, and Hauling 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bids shown in Exhibit "A" for Drainage Ditch Grading, Excavating, and Hauling 2017, are hereby approved;

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney

## EXHIBIT "A"

	Line Item	Equipment	Primary Award	Secondary Award
Requested	1	Excavator (Track Mounted) with GPS-based Grade Control and Operator	Harders Dozer & Scraper, LLC \$225.00 per hour	O'Neill Transportation and Equipment LLC \$250.00 per hour
	2	Excavator (Track Mounted) with Operator	Kit Held Trucking, LLC \$150.00 per hour	O'Neill Transportation and Equipment LLC \$180.00 per hour
	3	Dozer with Operator	Kit Held Trucking, LLC \$115.00 per hour	O'Neill Transportation and Equipment LLC \$160.00 per hour
	4	Dump Truck with Operator	Harders Dozer & Scraper, LLC \$100.00 per hour	Kit Held Trucking, LLC \$110.00 per hour
	5	Dump Truck with Heated Dump Box and Operator	no bid	no bid
Write-In Option	6	Dozer with Operator and GPS	Kit Held Trucking, LLC \$140.00 per hour	O'Neill Transportation and Equipment LLC \$180.00 per hour
	7	Loader	Kit Held Trucking, LLC \$100.00 per hour	Starostka Group Unlimited, Inc. \$180.00 per hour
	8	6-Wheel Drive Articulated Off-Road Haul Truck with Operator (20 CY) with heated box and end gate	Harders Dozer & Scraper, LLC \$200.00 per hour	no bid
	9	End Dump Roll-Off Boxes (10 CY)	O'Neill Transportation and Equipment LLC \$115.00 per hour	no bid
	10	Long-Reach Excavator with 1 CY Ditch Cleaning Bucket (no GPS); 32 hour minimum charge	O'Neill Transportation and Equipment LLC \$235.00 per hour	no bid
	11	Skidsteer, tracks	Starostka Group Unlimited, Inc. \$145.00 per hour	no bid



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-13

**#2017-28 - Approving Change Order No. 1 for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** February 14, 2017

**Subject:** Approving Change Order No. 1 for Community Development Block Grant Handicap Ramps 4<sup>th</sup> to 5<sup>th</sup> Streets; Sycamore Street to Eddy Street; Project No. 2014-2G

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

## **Background**

Saul Ramos Construction, Inc. of Shelton, Nebraska was awarded a \$714,865.00 contract on July 26, 2016 for Community Development Block Grant (CDBG) Handicap Ramps 4<sup>th</sup> to 5<sup>th</sup> Street; Sycamore Street to Eddy Street; Project No. 2014-2G.

The area of 4<sup>th</sup> & 5<sup>th</sup> Street, from Sycamore Street to Eddy Street qualifies for the Community Development Block Grant (CDBG) and it is recommended that such funds be used to install handicap ramps and sidewalks in this location, as well as rehabilitate Lions Park during the 2016/2017 construction season. The City has met the full leverage amount of the grant with resurfacing work previously done on 4<sup>th</sup> Street.

The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

## **Discussion**

During the course of construction adjustment of a manhole to grade was required and the condition of the existing 8' PVC coated chain-link fencing around Lion's Park was found to not be good for reuse and required replacement.

The extra work adds a total cost of \$5,300.00 to the project. There are sufficient funds in Account No. 21000001-2100-40004.

## **Alternatives**

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



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

### **Recommendation**

City Administration recommends that the Council approve Change Order No. 1 for Community Development Block Grant Handicap Ramps 4<sup>th</sup> to 5<sup>th</sup> Streets; Sycamore Street to Eddy Street; Project No. 2014-2G.

### **Sample Motion**

Move to approve the resolution.

Date of Issuance: February 14, 2017

**PROJECT:** Community Development Block Grant (CDBG) Handicap Ramps 4<sup>th</sup> to 5<sup>th</sup> Street; Sycamore Street to Eddy Street; Project No. 2014-2G

**CONTRACTOR:** Saul Ramos Construction, Inc.

**CONTRACT DATE:** August 8, 2016

During the course of construction the following items required action.

• Adjust manhole to grade	\$ 350.00
• 110.0 l.f. of 8' PVC coated chain-link fence @ \$45/l.f.	<u>\$4,950.00</u>
	\$5,300.00

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order .....	\$714,865.00
Net Increase/ <del>Decrease</del> Resulting from this Change Order .....	\$ 5,300.00
Revised Contract Price Including this Change Order .....	\$720,165.00

**Approval Recommended:**

By \_\_\_\_\_  
John Collins PE, Public Works Director

Date \_\_\_\_\_

**The Above Change Order Accepted:**

\_\_\_\_\_  
Saul Ramos Construction, Inc.  
Contractor

By \_\_\_\_\_

Date \_\_\_\_\_

**Approved for the City of Grand Island:**

By \_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

Date \_\_\_\_\_

RESOLUTION 2017-28

WHEREAS, on July 26, 2016, by Resolution 2016-178, the City of Grand Island awarded Saul Ramos Construction, Inc. of Shelton, Nebraska the bid in the amount of \$714,865.00 for Community Development Block Grant (CDBG) Handicap Ramps 4<sup>th</sup> to 5<sup>th</sup> Street; Sycamore Street to Eddy Street; Project No. 2014-2G; and

WHEREAS, it has been determined that modifications to the work to be performed by Saul Ramos Construction, Inc. are necessary; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$5,300.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Saul Ramos Construction, Inc. of Shelton, Nebraska to provide the modifications set out as follows:

- |  |                   |
|--|-------------------|
| • Adjust manhole to grade                                  | \$ 350.00         |
| • 110.0 l.f. of 8' PVC coated chain-link fence @ \$45/l.f. | <u>\$4,950.00</u> |
|  | \$5,300.00        |

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney



# **City of Grand Island**

**Tuesday, February 14, 2017**

**Council Session**

## **Item G-14**

**#2017-29 - Approving Designation of Sole Source Provider for  
Liquid Clay Spray at the Grand Island Landfill**

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

# **Council Agenda Memo**

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** February 14, 2017

**Subject:** Approving Designation of Sole Source Provider for Liquid Clay Spray at the Grand Island Landfill

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

## **Background**

Formula 480 Liquid Clay was first approved by the NDEQ for use as an alternative daily cover (ADC) at the Grand Island Regional Landfill in 2004 and was subsequently included in our NDEQ Title 132 operating permit since that time (attachment “NDEQ Title 132 Operating Plan Section 3.7.3 and Table 1”). In order for us to be permitted to use this for ADC, a 180-day demonstration period was required by the NDEQ to demonstrate its effectiveness in controlling disease vectors, fires, odors, blowing litter, or scavenging as required by NDEQ Title 132 rules and regulations. Immediately following the NDEQ’s approval of this product for use as ADC, specific equipment was purchased for the application of this product at the end of each day, and this equipment is still utilized for applying the spray over the waste on a daily basis.

On February 24, 2004, via Resolution No. 2004-32, City Council approved the bid of Enviro-Group, Inc. of Green Wood, Indiana for an Alternative Daily Cover (ADC) sprayer unit and one semi-load of clay based product which is used as the alternative daily cover at the landfill. At that time Enviro-Group, Inc. was the only vendor that submitted a bid in conformance of the specifications, therefore being named the sole source vendor for such product.

## **Discussion**

At this time staff is requesting the sole source renewal of Enviro-Group, Inc. of Green Wood, Indiana for Formula 480 Liquid Clay. Included with this council item is a sole source letter from Enviro-Group, Inc. stating their company is still the sole source provider for this proprietary product.

## **Alternatives**

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

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

### **Recommendation**

Public Works Administration recommends that the Council pass a resolution designating Enviro-Group, Inc. of Green Wood, Indiana as the sole source provider for Formula 480 Liquid Clay.

### **Sample Motion**

Move to approve the designation of Enviro-Group, Inc. of Green Wood, Indiana as the sole source provider for Formula 480 Liquid Clay.





290 Noble Street, Suite A • Greenwood, Indiana 46142 • 317 / 882-9360 • Fax 317 / 882-9388

January 26, 2017

City of Grand Island  
Solid Waste Department  
100 E. 1<sup>st</sup> Street  
P.O. Box 1968  
Grand Island, NE 68802-1968

Formula 480 Liquid Clay, an Alternate Daily Cover & Erosion Control Product is manufactured, distributed and marketed exclusively by Enviro Group, Inc., 290 Noble Street, Suite A, Greenwood, Indiana 46142. This product has been classified as Sole Source Item when being purchased by Solid Waste Management Departments. Formula 480 Liquid Clay is only offered for sale by Enviro Group, Inc.

All Invoices, orders and payments come through our Greenwood, IN office. Enviro Group's representative for the State of Nebraska is John Garver. Questions or information can be provided by contacting the home office @ 317-882-9360 or email [envirogroupinc@sbcglobal.net](mailto:envirogroupinc@sbcglobal.net).

**Current 2017 Prices: Truckload Quantity**

80 ea. 55-gallon drums of Formula 480 Liquid Clay	\$250.00 ea.	\$20,000.00
---	--------------	-------------

Freight charges included with price

**Total Truckload Price    \$20,000.00**

Delivery:        10-14 days from receipt of purchase order

Terms:         Net 30 Days

Thank you for the opportunity to serve City of Grand Island

Sincerely,

John H. Garver  
President



### **3.7.3 Alternative Daily Cover**

Alternative Daily Cover (ADC) previously approved by NDEQ for use at the Landfill includes spray-on clay product, polypropylene tarps, petroleum-contaminated soil, automotive fluff, and municipal sludge. The Landfill may use other ADCs, such as foundry sand, woodchips/soil mixture, or compost, after a demonstration period and approval by NDEQ.

Although petroleum-contaminated soils may be used as ADC as approved by NDEQ, storm water run-off from these areas will be directed to the leachate collection system. The polypropylene tarp was approved by NDEQ on June 8, 1998, the spray-on clay product was approved by NDEQ on June 25, 2004, the municipal sludge was approved by NDEQ on April 23, 2007, and the automotive fluff was approved by the NDEQ on March 7, 2012. See Attachment 4 for Alternative Daily Cover Procedures.

The various ADCs and the requirements and restrictions for their use are described in Table 1.

### **3.7.4 Intermediate Cover**

Any area where wastes will not be deposited for a period of 180 days or longer shall be covered with 12 inches of intermediate cover in addition to the 6 inches of daily cover. Intermediate cover soil on intermediate grades will be removed as much as possible and reused as daily cover material as waste is placed against these intermediate slopes.

Temporary vegetation shall be established as soon as possible over these areas.

### **3.7.5 Final Cover**

Once Phase I is completed, the final cover system will be applied to all of Phase I within 6 months of Phase I closure, unless an extension is granted by NDEQ, in accordance with the Landfill's Closure/Post-Closure Plan (Permit – Appendix G).

### **3.7.6 Vegetation**

Attachment 3 contains the Vegetation Management Plan, which discusses vegetation management for intermediate covers, final covers, roadsides, active cell, pasture areas, and noxious weed control.

**Table 1**  
**Alternative Daily Covers**

ADC Description	Material Properties	Requirements and Restrictions
<b>Previously Approved by NDEQ</b>		
Spray-on clay product	✓ Formula 480 spray clay product	<ul style="list-style-type: none"> <li>✓ Application only on inside slopes of the landfill</li> <li>✓ No deployment when immediate weather will interfere with clay set-up</li> <li>✓ Resprayed if necessary due to erosion</li> </ul>
Polypropylene tarps	<ul style="list-style-type: none"> <li>✓ Polypropylene fabric, woven, 8.5 ounce minimum</li> <li>✓ Weight ballasted with perimeter chain</li> <li>✓ UV protected</li> <li>✓ Flame resistant</li> </ul>	<ul style="list-style-type: none"> <li>✓ Application only on inside slopes of the landfill</li> <li>✓ No runoff to unlined areas</li> <li>✓ Large tears and defects must be repaired</li> </ul>
Petroleum-contaminated soils	✓ Non-hazardous soils containing gasoline, kerosene, aviation fuel, fuel oils, diesel fuels, lubricating oils, waste oils	<ul style="list-style-type: none"> <li>✓ Stockpiled only on lined areas of the landfill</li> <li>✓ No runoff to unlined areas</li> <li>✓ Application only on inside slopes of the landfill</li> <li>✓ May not be recovered and reused</li> </ul>
Municipal Sludge	✓ Non-hazardous municipal sludge. Sludge does not contain any free liquids and passed the paint filter test. Municipal sludge was demonstrated for use as an alternative daily cover through a 180-day demonstration period through NDEQ.	<ul style="list-style-type: none"> <li>✓ Stockpiled only on lined areas of the landfill</li> <li>✓ No runoff to unlined areas</li> <li>✓ Application only on inside slopes of the landfill</li> <li>✓ May not be recovered and reused</li> </ul>
Automotive Fluff	✓ Non-hazardous automotive fluff containing ground-up belts, hoses, seat cushions, dashes, and other non-ferrous items.	<ul style="list-style-type: none"> <li>✓ Stockpiled only on lined areas of the landfill</li> <li>✓ No runoff to unlined areas</li> <li>✓ Application only on inside slopes of the landfill</li> <li>✓ May not be recovered and reused</li> </ul>
<b>Demonstration and NDEQ Approval Required Prior to Use</b>		
Foundry sands	✓ Non-hazardous sands used in the molding and manufacture of metal castings	<ul style="list-style-type: none"> <li>✓ Stockpiled only on lined areas of the landfill</li> <li>✓ No runoff to unlined areas</li> <li>✓ Application only on inside slopes of the landfill</li> <li>✓ Reasonable measures to control dust if present</li> </ul>
Wood chips and soil mixture	✓ Mixture of soil and woodchips	<ul style="list-style-type: none"> <li>✓ Mixture must contain a minimum of 50% soil</li> <li>✓ Cover soil stockpiled nearby for fire prevention</li> </ul>
Compost	✓ Yard waste or biosolids compost	✓ Requirements to be identified

RESOLUTION 2017-29

WHEREAS, on February 24, 2004, via Resolution No. 2004-32, City Council approved the bid of Enviro-Group, Inc. of Green Wood, Indiana for an Alternative Daily Cover (ADC) sprayer unit and one semi-load of clay based product which is used as the alternative daily cover at the landfill; and

WHEREAS, at such time Enviro-Group, Inc. was the only vendor that submitted a bid in conformance of the specifications, therefore being named the sole source vendor for such product; and

WHEREAS, staff is requesting the sole source renewal of Enviro-Group, Inc. of Green Wood, Indiana for Formula 480 Liquid Clay, as this company is still the sole source provider for this proprietary product.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Enviro-Group, Inc. of Green Wood, Indiana is hereby designated as the sole source provider for Formula 480 Liquid Clay.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-15

**#2017-30 - Approving Award of Sanitary Sewer Collection System  
Flow Meters for the Wastewater Division of the Public Works  
Department**

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



# **Council Agenda Memo**

**From:** Marvin Strong PE, Wastewater Treatment Plant Engineer

**Meeting:** February 14, 2017

**Subject:** Approving Award of Sanitary Sewer Collection System Flow Meters for the Wastewater Division of the Public Works Department

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

## **Background**

The Grand Island Sanitary Sewer Collection System receives excessive amounts of storm water during rain events and snow melts. The storm water is better known as I & I, or infiltration and inflow. Excessive I & I can reduce the capacity available in the sanitary sewer system to convey sewage, resulting in sewage overflowing at sanitary sewer manholes (SSOs – sanitary sewer overflow) which can generate fines and back sewage up into homes during peak flows. Excessive I & I can also increase pumping and treatment costs, as well as the capital costs associated with installing new sanitary sewers (larger pipes, pumps and/or tanks or additional wastewater treatment facilities).

On February 9, 2016, via Resolution No. 2016-27, City Council approved the purchase of four (4) Teledyne Isco Signature sanitary sewer flow meters in the total amount of \$65,067.74 from the Minnesota State bid list vendor, gpm of Blair, Nebraska. These flow meters were installed on each of the three (3) interceptors entering the Wastewater Treatment Plant (WWTP) and a fourth near former Lift Station #19 at Diers Avenue and Capital Avenue. The information collected from the four (4) flow meters enables the Wastewater staff to focus their sanitary sewer collection system rehabilitation efforts in upcoming years.

## **Discussion**

After evaluation of the successful performance of the sanitary sewer flow meters in the field the Wastewater Division staff is requesting three (3) additional meters be purchased for installation at the following locations; one (1) at the Stolley Park Collection System rehabilitation project and two (2) at the Central Nebraska Regional Airport – one (1) for each lift station. These flow meters are manufactured in Nebraska; are considered one of the best flow meters available today; and appear on the Minnesota State bid list, which the City is a member of. The cost for each flow meter is \$7,390.00 (including accessories to support use of the meters), and \$221.00 in freight, resulting in a grand total of

\$22,391.00 for the three (3) requested at this time. The quote is attached for further review.

There are sufficient funds for this purchase in Account No. 53030055-85213-53009.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of three (3) Teledyne Isco Signature Flow Meters from gpm of Blair, Nebraska in the total amount of \$22,391.00.

### **Sample Motion**

Move to approve the ordinance.



10633 County Road 26  
Blair, NE 68008  
Phone: 402-571-1303  
Fax: 402-502-6662

# Quotation

DATE: 1-13-17  
QUOTE #130117-00

Please address purchase orders to **GPM**

**Quotation Prepared For:**

**John Rundle**

Maintenance Supervisor

Grand Island Waste Water Treatment

City of Grand Island

100 East First Street

Grand Island, NE 68802

P. 308-390-5480

[johnr@grand-island.com](mailto:johnr@grand-island.com)

\*Coop Pricing

**RE: ISCO Flowmeters**

Item	Qty	Part Number	Description	Unit Price	Total Price
1	3	682050002	Complete 2150 Flow module with 33 ft cable, 2 battery holders, Carry Handle and Strap.	\$4,600.00	\$13,800.00
2	3	682000098	2103ci CDMA Cell Phone Package with 60-2004-550 magnetic mount dual band antenna. This stack-on module provides wireless communications (configuration, data retrieval, push data, text message alarms) with the 2100 Series site. Powered from the module stack. Requires customer provided Verizon account with static IP service, paid by customer.	\$2,310.00	\$6,930.00
3	3	603204015	Street Level Installation Tool Mounting Ring for <b>8 inch</b> diameter pipe. Includes strap.	\$240.00	\$720.00
4	3	603204016	Street Level Installation Tool Mounting Ring for <b>10 inch</b> diameter pipe. Includes strap.	\$240.00	\$720.00

<b>Subtotal</b>	\$22,170.00
<b>Freight</b>	\$221.00
<b>TOTAL</b>	<b>\$22,391.00</b>

**TERMS AND CONDITIONS:**

1. Prices Valid 30 Days
2. Freight estimated
3. Delivery 2-4 weeks

Customer Acceptance (sign below):

x \_\_\_\_\_

Accepted by:

Title:

Date:

PO#

If you have any questions about this price quote, please contact:

Justin Meader, P. 402-571-1303, [justin@gpmweb.net](mailto:justin@gpmweb.net)

**Thank You For Your Business!**



## A Non-Contact Flow Meter for Open Channel Flow Monitoring

# LaserFlow™



**TELEDYNE ISCO**  
Everywhere you look™

# LaserFlow is built on a strong history of water and wastewater monitoring innovations

With the breakthrough technology of LaserFlow, the first and only non-contact device to penetrate the water to record velocity, Teledyne Isco has revolutionized the water and wastewater monitoring industry. More than 40 years ago, founder Dr. Allington recognized the need for open channel flow measurement at the time the Clean Water Act of 1972 and the National Pollution Discharge Elimination System (NPDES) were introduced in the United States. This was the beginning of a successful advancement of innovations resulting in a number of patents and products leading to the LaserFlow's development.

## Early Innovations

The 1970s and 1980s included many firsts: introducing the first Isco flow meter, the first automatic wastewater sampler, and first bubbler flow meter on the market. Innovations launched in the 1990s included the first flow meter to print reports for permit compliance, a sampler with non-contact liquid detection and sample volume control, first stackable module flow system, and Flowlink data management software. In the 2000s, the stackable modular flow system was expanded with greater flow measurement and remote communication technologies. By the mid-2000s, the first smart and expandable compliance meter with multiple measurement technologies and interface was launched. In the 2010s, LaserFlow, the first and only non-contact flow meter that measures true velocity of water below the surface was launched. In a few short years, it has redefined the industry standard by excelling in a wide range of applications with precise velocity and level measurement. The evolution of successful products is a testament to Teledyne Isco's attentiveness to customers' needs.

## Industry Leader

Teledyne Isco has been a leading manufacturer and supplier of durable, reliable in-plant and field instruments for monitoring water quality and pollution. These products include refrigerated and portable automatic wastewater samplers, open channel flow meters with acoustic Doppler area velocity, ultrasonic, bubbler, and submerged probe measurement technologies and Flowlink® software for comprehensive flow data handling and analysis.

## Water and Wastewater Monitoring Expert

Teledyne Isco combines a dedicated workforce with a progressive, vertically integrated ISO 9001 manufacturing operation. The dedicated facility combines research, engineering, sales, service, and manufacturing including plastic molding, machine shop and assembly operations.

Following Dr. Allington's lead and the ongoing dialogue with users, Teledyne Isco continues to build upon a rich history of pioneering products leading up to the release of the LaserFlow non-contact velocity sensor. It is this ongoing tradition of innovation that allows Teledyne Isco to meet your water and wastewater monitoring needs now and well into the future.

## Widest application range.

With the widest level and velocity range, the Laserflow is suitable for most open channels.

## Minimal cost of ownership.

The construction of the LaserFlow offers lasting durability, while the above water installation limits the need for routine cleaning, maintenance and site visits, saving time, money, and resources.

## Effortless data collection.

With Teledyne Isco's remote communication options and Flowlink Global software you can monitor any data, anywhere, anytime, on any device.



## Easy installation and maintenance.

The Teledyne Isco hardware makes installation easy. Removal and redeployment is simple from street level. Mounted above the water, the LaserFlow can eliminate confined space entry for maintenance.

## Ease of calibration.

Velocity measurement at single or multiple points below the surface eliminates the need for manual profiling. Ultrasonic signal strength validates level measurement while the Doppler power information of the return signal ensures an accurate velocity reading and allows the user insight into changing pipe hydraulics over time.

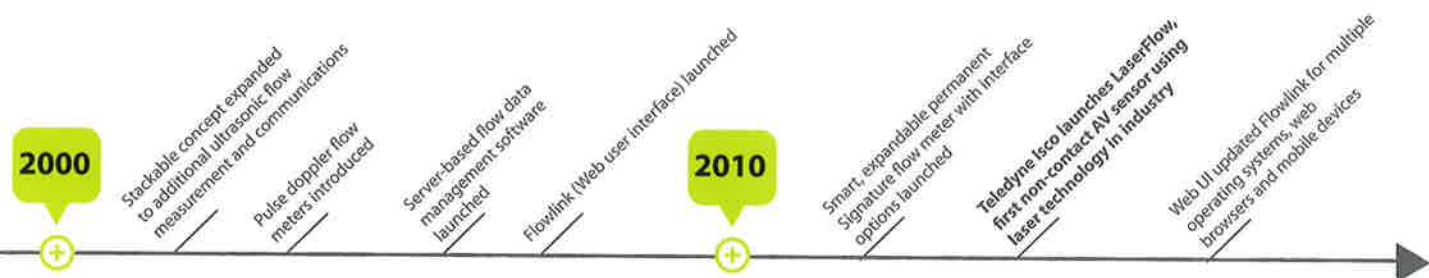
## Accurate measurement regardless of flow conditions.

From bidirectional flow, varying flow speeds and liquid levels, including submerged conditions, the LaserFlow continues to perform accurately by automatically adjusting to these changing conditions.



# LaserFlow™

## Non-Contact Velocity Sensor



**Teledyne Isco Environmental Products Milestones**

Supports Widest Application Range

Easy installation and Maintenance

Eliminates Manual Calibration

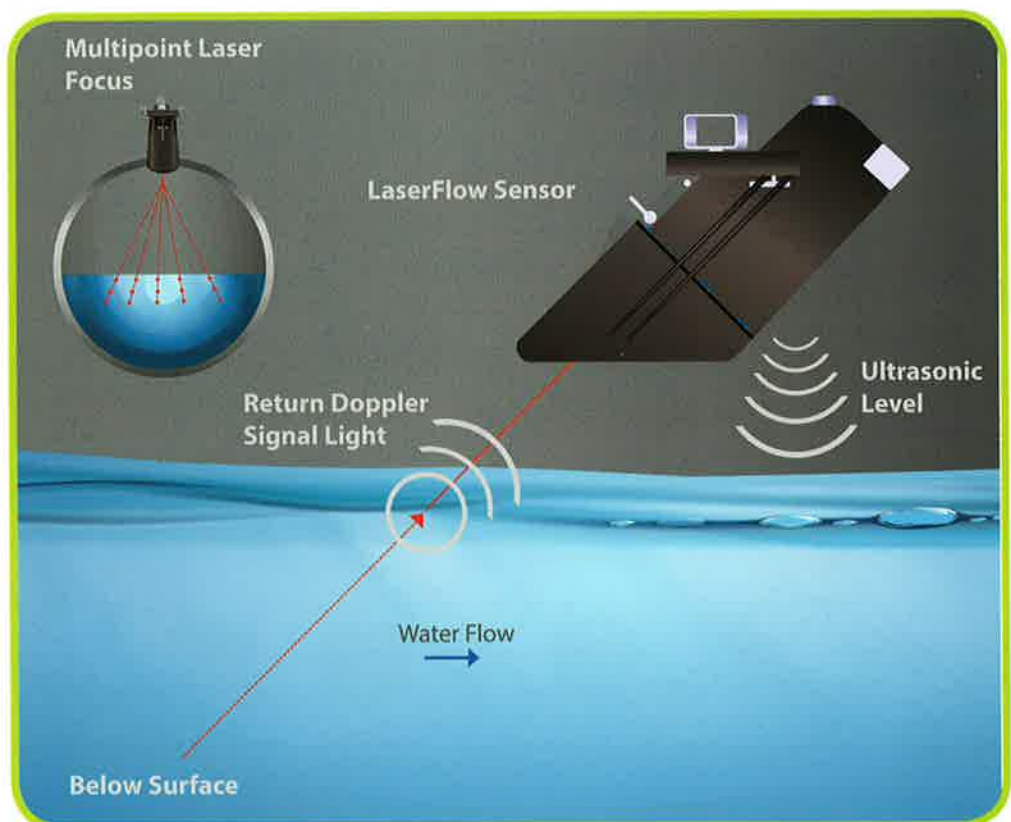
Accurate, Verifiable Measurement

## The only non-contact flow measurement device to read below the surface.

LaserFlow's revolutionary non-contact area velocity measurement technology is without equal. It is the only non-contact area velocity sensor to measures velocity below the surface of the water. The continuity equation can be used to introduce the theory of operation of the LaserFlow.

$$\begin{matrix} Q & = & A & \times & V \\ \text{(Flow)} & & \text{(Wetted Area)} & & \text{(Velocity)} \end{matrix}$$

The wetted area is defined as the cross sectional area that is filled with the water (flow rate) that is being measured. By measuring the depth of the water, and knowing the dimensions of the channel, the wetted area can be calculated. With the LaserFlow, this depth is measured using an ultrasonic sensor that bounces a sound wave off the surface of the water to determine the depth of the channel. The revolutionary development of the LaserFlow sensor is how the velocity measurement is collected. By using the level measurement information collected by the ultrasonic sensor, the LaserFlow sensor focuses a laser beam below the surface of the water. The frequency of the scattered light will shift from the transmitted signal.





This shift is called Doppler shift, which is directly proportional to the velocity of the water. The LaserFlow measures velocity of the water from the Doppler shift. Furthermore, the laser can be focused in several different locations within the flow stream to collect information from different points. The velocity measurement in the water allows LaserFlow to capture the true velocity component, which is unaffected by surface conditions.

Because of the industry leading velocity measurement technology, the LaserFlow sensor is ideal for flow measurement in all types of water and wastewater applications. From small domestic sewer lines and larger main trunk lines, to various shapes of open channels, the sensor adjusts the velocity measurement point based on changing flow conditions and provides reliable flow data.



SMALL PIPE



LARGE PIPE



STREAM & RIVER MONITORING



SEWER MONITORING



STORMWATER MONITORING

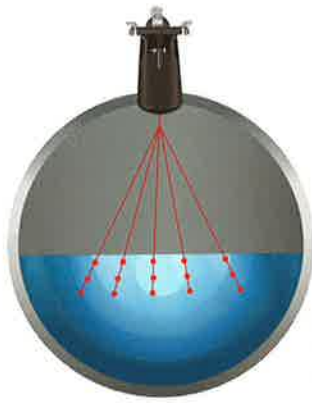


WASTEWATER TREATMENT

- Small to large pipes
- Slow to high velocities
- Shallow to deep depths
- Suitable for various channel shapes

# LaserFlow everywhere.

# Why choose LaserFlow?



**Multiple point  
velocity  
measurement**



**Single point  
large pipe**



**Single point  
small pipe**

## Acquire precise readings

Laserflow, the only non-contact velocity sensor that reads below the surface, provides maximum precision by taking velocity measurements at single or multiple points, producing the most accurate mean velocity reading. Multipoint measurement minimizes the effects of turbulence in the water by performing a horizontal scan at different depths. This advancement eliminates the need for time consuming manual profiling prior to installation.

## Durable construction

Like all Teledyne Isco products, the LaserFlow is durably constructed for lasting performance. Due to the non-contact nature of the LaserFlow, interaction with flow is not common in normal conditions. However, in surcharged flow conditions, the LaserFlow's rugged construction and submersible enclosure with IP68 ingress protection will keep the electronics protected. The angled body of the LaserFlow allows condensation to easily run off, not interfering with level measurement. Composed mainly of ABS and SST, the LaserFlow is chemical, heat, and corrosion resistant.

## Bidirectional flow measurement

The LaserFlow can measures bidirectional flow caused by tidal influence, heavy rain, or a higher level in the merging line downstream.

## Eliminate measurement issues in wet environment with optical clarity system

Eliminate measurement difficulties in moisture-rich conditions. Performance is never interrupted, even in less than ideal conditions, with the LaserFlow's advanced optical clarity system. This automatic feature detects the slightest amount of condensation on the window of the sensor, then activates the optical clarity system to clear the window insuring velocity measurement is never compromised.



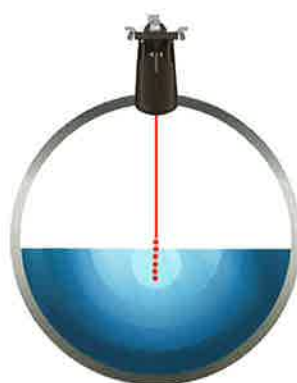
## Ease of installation

The LaserFlow has error-free calibration, so you can be sure of a precise installation. The distance (d) information from the sensor to water level verifies level calibration, while x-axis and y-axis installation information corrects for marginal error and ensures the LaserFlow is installed correctly. Ultrasonic level signal strength and Doppler power gives continuous assurance of proper installation.

## Self-learning algorithms & advanced features

The LaserFlow sensor is engineered to do the work so you don't have to. The adaptive focus option enables the LaserFlow sensor to perform a vertical scan above and below the standard focus point, then adjust the focus to the point with the best signal strength. Optimal signal strength reduces measurement error and produces clear results, regardless of the application. This is ideal when there is a change in elevation (less than 3") between the incoming pipe and the manhole invert or there is a standing wave or debris at the level measuring point.

In applications when the flow profile is possibly affected by incoming flow from the side of the pipe or a bend in the pipe, the peak detect option provides good results. Peak detect scans five points across the user-defined row to locate the peak velocity at a single depth. In turn, a true velocity measurement point is identified in changing flow conditions.



### Adaptive Focus

Vertical scan for maximum Doppler power 3 inches above and below face point.



### Peak Detection

Scans across user defined row to find the peak detection.



# Select the right configuration option.

From industrial applications to municipal manhole installations, the LaserFlow offers versatile configuration options, giving you the flexibility to monitor flow in numerous open channel applications. For these applications you can use one of three Teledyne Isco flow meters with the LaserFlow:

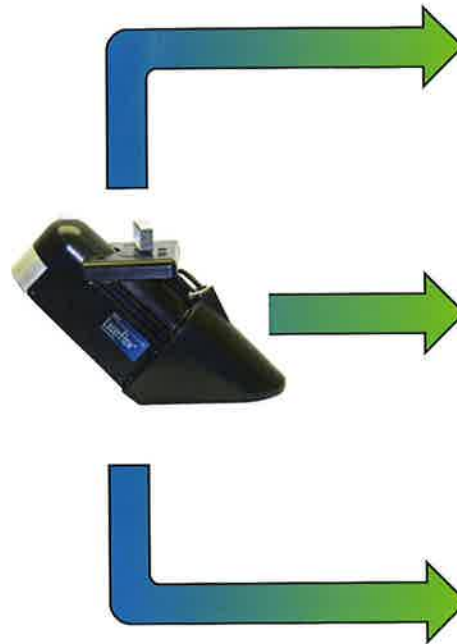
- 2160 LaserFlow Module
- Signature® Flow Meter
- Signature Portable Flow Meter

## 2160 LaserFlow Module

*Battery powered logger to collect historical data*

- IP 68 enclosure is ideal for installations in manhole and sites with potential to surcharge
- The modular design allows the ability to stack other modules such as additional measurement technology module for redundant measurement, interface module to log parameters from other instruments, and cell/wireless modules for remote communication
- Power efficient electronics offers long battery life for sites that are remote and not frequently visited

The non-contact LaserFlow sensor with 2160 module is widely used



**2160 LaserFlow Module**



**Signature Flow Meter**



**Portable Signature Flow Meter**

in waste water collection system to avoid risky, time consuming and expensive confined space entries required for the routine maintenance, deployment and removal of the sensors.

### Standard waste water collection system applications:

- Capacity assessment and system mapping
- Sanitary sewer flow monitoring
- Inflow and Infiltration (I&I) studies
- Combined Sewer Overflow (CSO)
- Other Sanitary Sewer Evaluation Studies (SSES)

## Signature Flow Meter

### *AC powered flow meter for permanent sites*

- The flexible platform allows multiple measurement technologies and sampler interfaces with single flow meter
- Multiple Inputs such as pH, Rain Gauge, SDI 12, Analog, MODBUS, and Contacts provide a common logging and recording platform for different instruments and parameters
- Recorded parameters can be interfaced with central control system via output/interface such as Analog, MODBUS, Ethernet and/or cell communication
- The unalterable daily, weekly and/or monthly reports from meter provide information such as average and total of during the report period as well as time and value
- USB interface allows you to quickly update the firmware, and download the data and reports
- IP66 enclosure is ideal for outdoor applications

The non-contact measurement of the LaserFlow sensor and the above features of the Signature Flow meter combine to provide ideal solutions for applications such as billing and discharge compliance. The Area Velocity measurement allows the use to avoid expensive construction

associated with primary devices (flume/weir). For the sites with existing primary devices it provides accurate reading during normal flow conditions and the ability to operate in abnormal condition such as during flume submergence. The non-contact measurement avoids regular cleaning in application with lot of debris such as waste water treatment plant influent water.

#### **Standard permanent site applications:**

- **Waste Water Treatment Plant (WWTP) influent, effluent and in-plant**
- **Industrial discharge**
- **Drinking water plant inlet and outlet**
- **Aqueduct measurement**



## Signature Portable Flow Meter

### *Flow meter for battery or solar powered remote sites*

The Signature portable flow meter offers all features of the Signature flow meter, as well as following features:

- A convenient handle for easy transport
- Connector for quick connection with multiple measurement technologies, pH, Rain Gauge, Sampler, and battery power
- Multiple interfaces to provide a common recording platform for different parameters/instruments
- Cell phone communication which allows remote access to all recorded data and alarms. It avoids the need for multiple cell phones with each instrument and save communication cost
- Power saving mode which provides long battery life for remote sites and reduced number of site visits



With the standard SDI 12 or MODBUS input, multi-parameter sondes can be interfaced with Signature portable flow meter to record data such as pH, Temperature, Conductivity, Dissolved Oxygen, Turbidity, etc. from surface water site. The sampler can be triggered based on flow or any of the recorded parameter.

#### **Standard portable applications:**

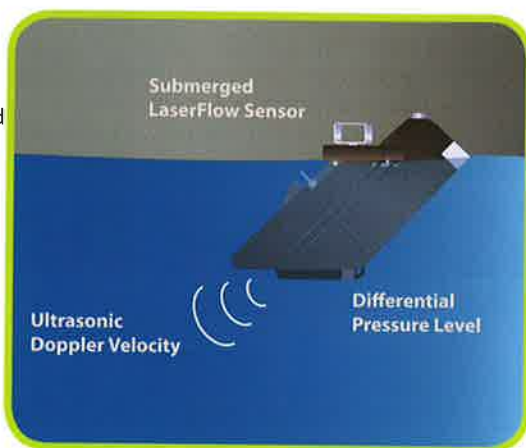
- **Storm water flow measurement**
- **River and creek monitoring**
- **Irrigation channel flow measurement**
- **Outfall monitoring**

# Advanced options for advanced needs.

## Continuous measurements in submerged conditions

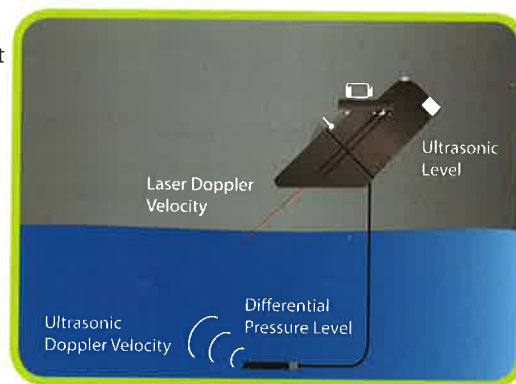
During submerged conditions, when water reaches the LaserFlow, the optional bottom-mounted 350 AV sensor seamlessly takes over the flow rate measurement. The surcharge sensor measures velocity using continuous wave Doppler area velocity (AV) technology and level by differential

pressure sensor. During surcharged conditions, the AV sensor measures precise flow over a large area, and is not limited to the area around the sensor.



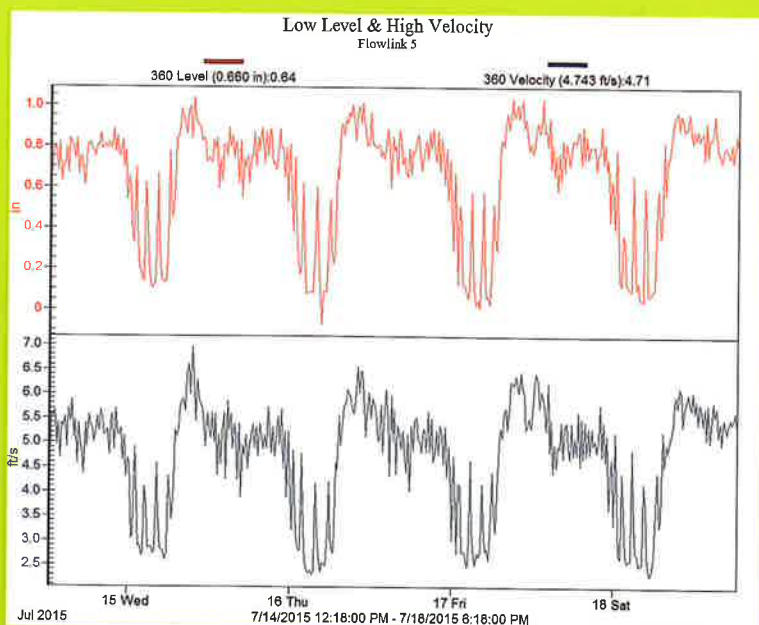
## Redundant measurement for critical sites

When redundant flow measurement is required for critical monitoring sites, an additional sensor can be added to the LaserFlow sensor or flow meter.



The addition of the TIENet 310 Ultrasonic provides redundant level measurement, whereas the addition of the TIENet 350 Area Velocity sensor provides redundant level, velocity and flow measurement. No additional power source is required for these additional sensors. With this flexibility, redundant measurements with different measurement technologies can be easily performed at the same location.

# Unique applications. No problem.



## Low Level, High Velocity.

LaserFlow has the ability to read high velocities in low levels. This is a very challenging application that only LaserFlow can meet, measuring velocities as rapid as 15 feet per second in levels as shallow as 0.5 inches.

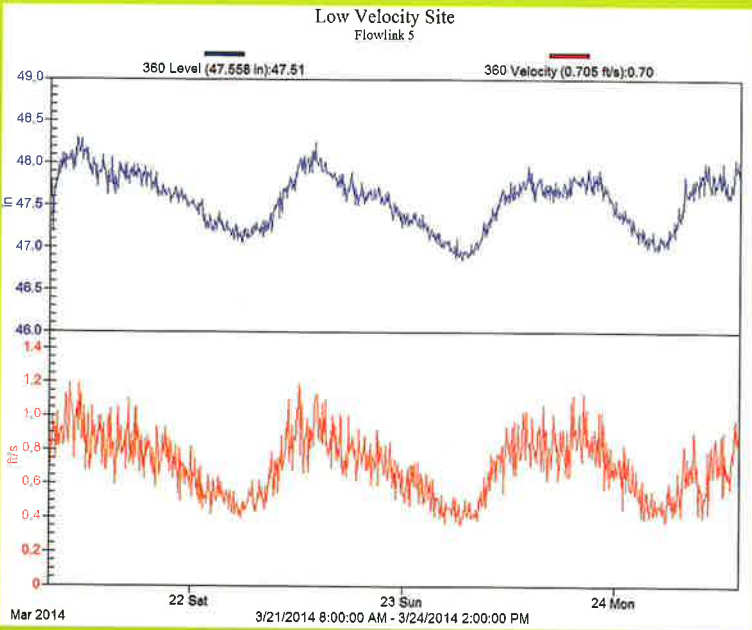
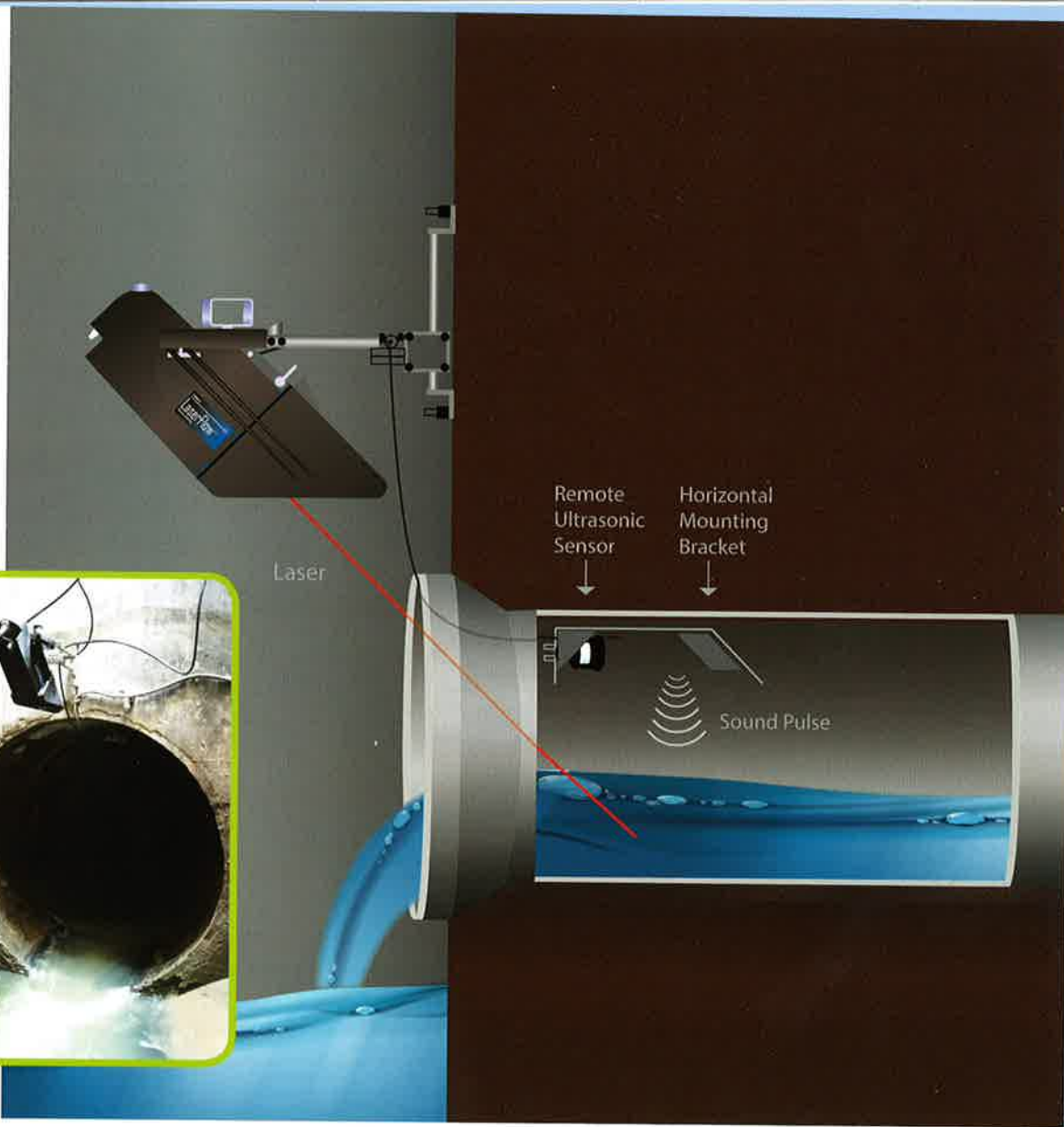




# Accurate measurement to different elevations

In applications such as a free-falling outfall or drop manhole, the level of the water under the sensor will differ from the level at the velocity measurement point. If the difference in elevation is more than three inches, a Teledyne Isco remote ultrasonic sensor may be installed above the velocity measurement point so that both measurement points reference the same elevation.

To accommodate unique site requirements, various mounting hardware is available for use with the LaserFlow sensor and remote ultrasonic sensor.



## Low Velocity, High Level.

Smooth surface flow conditions are no challenge for LaserFlow. The capability to measure below the surface eliminates the need for unevenness in the liquid's service to receive a return signal.



# Hardware Installation

## Limit manhole re-entry with sensor retrieval arm

Following initial installation and adjustment of the LaserFlow, using the optional sensor retrieval arm, the sensor can be installed or removed as needed without the need for manhole re-entry. Raising and lowering the LaserFlow can be accomplished by grasping the locking handle and removing the sensor from the permanent mounting mechanism. Availability of installation parameters and verifiable measurements ensure exact installment.

The handle's simple, yet effective locking mechanism holds the sensor securely in place and is easily engaged and released from above the ground.



## Accurate outdoor readings with sunshade

The LaserFlow sunshade is an optional accessory to ensure accurate measurement when the Laserflow sensor is installed in an outdoor location in direct sunlight. This prevents sunlight from striking the sensor directly and heating it to a higher temperature than that of the surrounding air.



## Mounting hardware to support any application

Unlike other in-situ flow sensors, there is no need to re-enter the pipe to install the LaserFlow. You can choose one of two mounting options, the permanent mount or temporary mount.

### Permanent Mount

The LaserFlow permanent mount is an easy-to-install wall-mounted bracket that requires minimal hardware and only two drilled holes. This mounting bracket is composed of stainless steel which resists corrosion and provides added strength.



### Temporary Mount

The temporary mounting hardware is a convenient option to monitor locations for small duration flow studies and is suitable for fiberglass enclosures or deteriorating environments when drilling holes is not applicable. The LaserFlow can be placed anywhere on the spreader bar for even greater flexibility. For installations where the temporary mount cannot suspend the sensor directly over the center of the flow, an optional elbow pipe is available to create an offset of six inches from the cargo arm.





# Teledyne Isco Flowlink® software packages available for your data collection needs

## Flowlink

Teledyne Isco's comprehensive Flowlink® software provides the tools to manage all of your flow monitoring data. The software is specifically designed for desktop computers in the office and notebook computers in the field. To collect data, the software communicates via USB connectivity, Ethernet and cellular modem (CDMA or GSM). Once the data is retrieved, the software has built in tools for evaluating site conditions, data analysis and reporting.

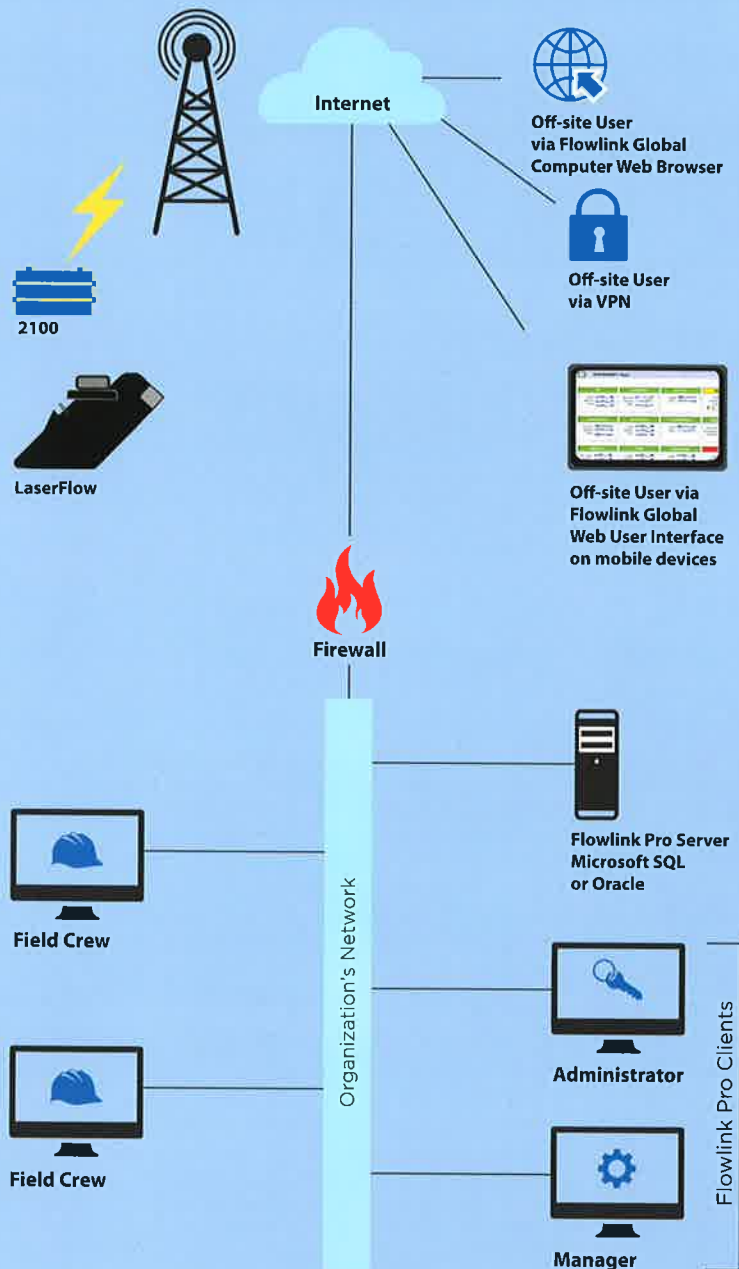
## Flowlink Pro

Flowlink Pro Software is a server based application that supports automatic transmission of data from field devices. The use of this software package eliminates the need for site-to-site data collection visits that cost time and money. This client server configuration accepts "pushed data" from meters or equipment with cellular modems via the Internet for hands-off data collection. The software package includes the built-in data analysis tools that are included in the standard Flowlink package as well as advanced server-based alarm notifications.

## Flowlink Global

Flowlink Global is a Web User Interface (Web UI) that enables multiple users to simultaneously monitor and service sites in your Flowlink Pro database from their desktop computers, laptops, or mobile devices. This web interface supports Windows or iOS operating systems and a variety of web browsers including Internet Explorer, Safari, Google Chrome, Mozilla Firefox and Opera.

Typical Flowlink Pro Flow Data Communication System



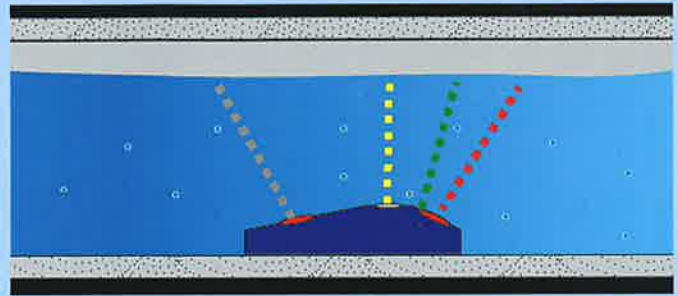
# Flow Monitoring Technologies

In addition to LaserFlow, Teledyne Isco provides various flow monitoring technologies.



## Continuous-wave Doppler

Area Velocity sensors continuously transmit an ultrasonic signal from within the flow stream. Those signals are reflected off bubbles and particles, and return to the sensor where the frequency shift is measured to derive an average velocity. A differential pressure transducer in the sensor measures liquid depth to determine the flow area. Flow rate is then calculated by multiplying the area of the flow stream by its average velocity.



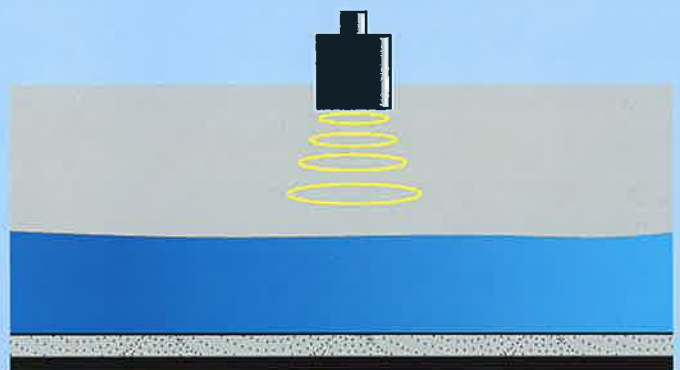
## Pulse Doppler Velocity Profiling

Ceramic crystals transmit acoustic signals (sound pulses) into the flow stream. They are echoed back after contacting bubbles or particles. By measuring the difference in frequency between the emitted and returned signals (known as Doppler shift), the velocities of particles in the flow stream can be accurately determined. By "range gating" the returned signals, velocity is measured in multiple, distinct cells, called velocity bins. Detailed velocity data in relation to sensor location is then used to calculate a highly-accurate flow profile.



## Bubbler

Especially useful in flow streams affected by harsh weather, debris, or corrosive chemicals, bubbler technology forces compressed air from a submerged tube. The depth of flow is determined by measuring the pressure needed to force the bubbles out of the line. That information is then converted into the flow rate using known parameters.



## Non-contact Ultrasonic

With its sensor mounted above the flow stream, transmitted sound pulses are reflected off the liquid surface. The elapsed time between transmitted and returned signals determines liquid level. Flow rate is then calculated using one of the meter's built-in flow conversions or a user-defined level-to-flow relationship.



# Flow Monitoring Products from Teledyne Isco

## 2100 Series Flow Modules

Teledyne Isco's 2100 Series offers flexible, modular design and easy configuration for a wide range of networked open-channel flow monitoring applications, including Inflow and Infiltration studies, cMOM and AMP data collection, and river monitoring. Compact, stackable, IP68 modules snap together to provide the capabilities needed for practically any site and monitoring requirement.



2150 Area Velocity Flow Module



2100 Series Flow System



2110 Area Velocity Flow Module

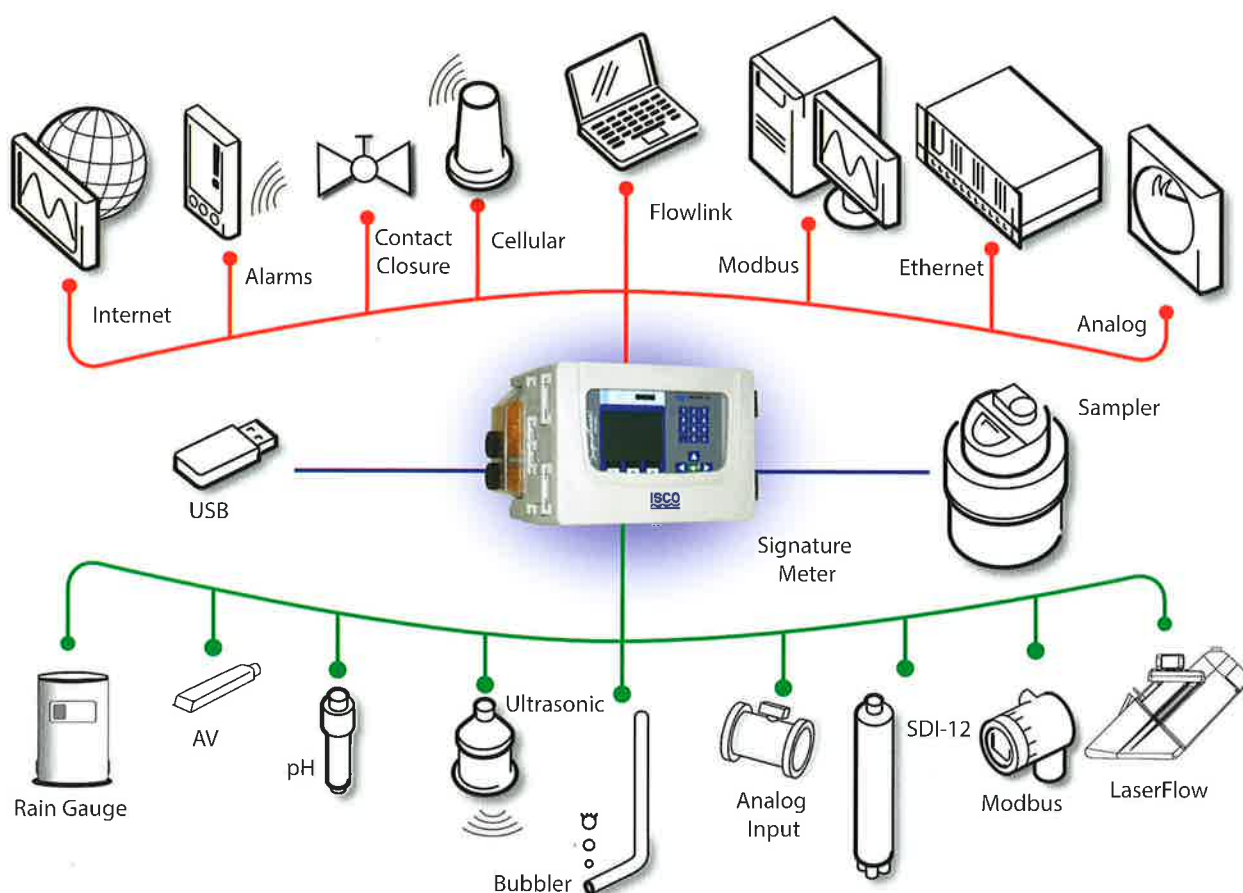


2105 Ci/Gi Interface and  
Communication Modules

## Signature® Flow Meter

The Signature Flow Meter is designed for open channel flow monitoring applications. It supports flow measurement technologies including ultrasonic, bubbler, submerged ultrasonic area velocity, and non-contacting laser Doppler area velocity. The meter can calculate flow using standard open channel level-to-flow conversions, as well as user defined equations or level to flow data points, depending on the application need.

With multiple smart interface options and multi-parameter logging (such as pH), the Signature Flow Meter provides a common platform for control action, reporting, and communication.





Pulse Doppler Deep Water



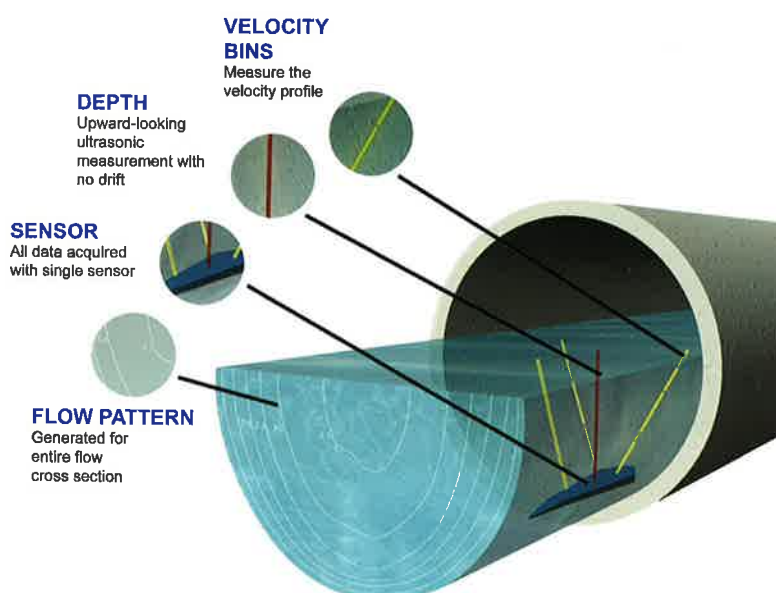
Pulse Doppler Shallow Water

## accQpulse Flow Meter

Teledyne Isco's accQpulse Flow Meter brings unparalleled measurement precision and accuracy in various sized pipes and channels with flow depths of 0.25 to 16.5 feet (76 to 5030 mm).

Three (3) piezoelectric ceramics in the sensor emit short pulses along narrow acoustic beams pointing in different directions to measure velocity. A fourth piezoelectric ceramic, mounted in the center of the sensor assembly and aimed vertically, is used to measure the depth.

Each acoustic beam measures velocity at multiple points, or "bins", within the water column. The measured velocity data within each bin are very precise – to within 0.01 ft/s. This distribution of accurate velocity measurements is then used to determine the flow pattern over the entire cross-section of flow. Since the flow pattern and measured velocity distribution are dependent on each other, the accQpulse's advanced flow algorithms automatically adapt to changing hydraulic conditions within the pipe. This removes the need for in-situ calibration and ensures accurate flow rate measurement over a host of different measurement environments and hydraulic conditions.











# Teledyne Isco Environmental Product Suitability Guide

	2150 Area Velocity Flow Module	2110 Ultrasonic Flow Module	2160 LaserFlow	accQpulse	accQpulse	H-ADFM
						
	Continuous Wave Doppler	Ultrasonic	Flow Meter	Pulse Doppler Shallow Water	Pulse Doppler Deep Water	Pulse Doppler Horizontal Mount
Small Channels and Pipes (<36")	X	X	X	X		
Large Channels and Pipes (>36")	X	X	X		X	
Large Pipes (Low Depth <3")	X		X			
Concrete-lined Open Channels	X	X	X	X	X	X
Primary Devices (Weirs and Flumes)		X				
Full Pipes/Force Mains (>18" dia.)						
Compound Pipes (Surcharge)	X		X	X	X	
Lift Stations						

<sup>(1)</sup> Nominal levels

	HotTap	Signature Ultrasonic Flow Meter	Signature Bubbler Flow Meter	Signature Area Velocity Flow Meter	Signature LaserFlow	3010 Flow Transmitter
						
	Pulse Doppler Closed Pipe	Ultrasonic	Bubbler	Area Velocity		Ultrasonic
Small Channels and Pipes (<36")		X	X	X	X	
Large Channels and Pipes (>36")		X	X	X	X	
Large Pipes (Low Depth <3")		X	X	X	X	
Concrete-lined Open Channels		X	X	X	X	
Primary Devices (Weirs and Flumes)		X	X	X	X	X
Full Pipes/Force Mains (>18" dia.)	X					
Compound Pipes (Surcharge)				X	X	
Lift Stations	X					

<sup>(1)</sup> Nominal levels

Teledyne Isco reserves the right to improve products and change specifications at any time.

RESOLUTION 2017-30

WHEREAS, the Wastewater Division of the Public Works Department for the City of Grand Island, budgeted for sanitary sewer flow meters in the 2016/2017 fiscal year; and

WHEREAS, said flow meters, Teledyne Isco Signature brand, can be obtained from the Minnesota State bid list, which the City is a member of; and

WHEREAS, purchasing such flow meters from the Minnesota State bid list meets all statutory bidding requirements; and

WHEREAS, the funding for these sanitary sewer flow meters is provided in the 2016/2017 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of three (3) Teledyne Isco Signature sanitary sewer flow meters in the total amount of \$22,391 from the Minnesota State bid list vendor, gpm of Blair, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-16

**#2017-31 - Approving Agreement for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** February 14, 2017

**Subject:** Approving Agreement for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation

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

## **Background**

The City of Grand Island had two separate engineering firms' complete studies on the condition and status of the Sycamore Street underpass which was built in 1950. These studies outlined some repairs and replacements which should be implemented to extend the life of the structure. Most issues needing to be addressed are related to the retaining walls of the structure as well as the South Front Street Bridge. The current storm sewer pumping system for the underpass is also outdated and in poor repair. The main purpose of this project is to do further geotechnical and structural analysis, analyze the recommendations, and to develop the most cost effective design to present to council prior to construction.

On November 25, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for the Sycamore Street Underpass Rehabilitation, with twelve (12) potential respondents.

## **Discussion**

Two (2) engineering firms submitted qualifications for the engineering services for Sycamore Street Underpass Rehabilitation. Alfred Benesch & Company of Lincoln, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for Alfred Benesch & Company's design services will be provided on a time and materials basis with a maximum fee of \$70,912.00.



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the agreement with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$70,912.00.

## **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS  
FOR  
ENGINEERING SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROJECTS**

**RFP DUE DATE:** December 13, 2016 at 4:00 p.m.  
**DEPARTMENT:** Public Works  
**PUBLICATION DATE:** November 25, 2016  
**NO. POTENTIAL BIDDERS:** 12

**SUMMARY OF PROPOSALS RECEIVED**

**HDR**  
Omaha, NE

**JEO Consulting Group, Inc.**  
Wahoo, NE

**EA Engineering**  
Lincoln, NE

**Schemmer Associates**  
Lincoln, NE

**Olsson Associates**  
Lincoln, NE

**Felsburg Holt & Ullevig**  
Omaha, NE

**Alfred Benesch & Company**  
Grand Island, NE

**Miller & Associates**  
Kearney, NE

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director  
Keith Kurz, PW Engineer

**P1925**

## CONSULTING SERVICES AGREEMENT

<b>CLIENT</b>	City of Grand Island	<b>Project Name</b>	Sycamore St Underpass
<b>Address</b>	100 E. 1st Street		
	PO Box 1968		
	Grand Island, NE 68802-1968	<b>Project Location</b>	City of Grand Island
<b>Telephone</b>	402-363-2600		
<b>Client Contact</b>	Tim Golka	<b>Consultant PM</b>	Jay Bleier
<b>Client Job No.</b>	2017-U-1	<b>Consultant Job No.</b>	P1711248

This AGREEMENT is made by and between City of Grand Island, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows (or shown in Attachment A):

This contract includes consultation services to determine the cost of removal of the Front St bridge at Sycamore St and to provide alternative solutions for traffic flow at the subject location as well as review and assess the structural condition of associated retaining walls, and to review and provide storm water removal alternatives for the subject area as designated in Attachment A Scope of Services

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- ☒ Attachment A: Scope of Services and Fee Estimate  
☒ Attachment B: Schedule of Unit Rates  
☐ Attachment C: \_\_\_\_\_  
or  
☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- ☐ BY LUMP SUM: \$ \_\_\_\_\_  
☒ BY TIME AND MATERIALS: \$ Not to exceed \$70,912.  
☐ BY OTHER PAYMENT METHOD (See Attachment \_\_\_\_\_): \$ \_\_\_\_\_  
☐ AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

**CLIENT**

**ALFRED BENESCH & COMPANY**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

PRINT NAME: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_\_\_

BENESCH OFFICE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).**

## GENERAL CONDITIONS

### SECTION I - SERVICES BY CONSULTANT

#### 1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment. Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

#### 1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT or using by serially numbered Work Authorizations, all as identified on the signature page to this AGREEMENT, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

### SECTION II - PAYMENTS TO CONSULTANT

#### 2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be expressed in U. S. dollars, and based on the Method of Payment which is identified on the signature page to this AGREEMENT or serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Schedule of Unit Rates, which is identified on the signature page to this AGREEMENT and attached hereto, and made a part of this AGREEMENT.

##### 2.2.2 Chargeable Time

Chargeable time for CONSULTANT's personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT's office to an assigned work site, and return to CONSULTANT's office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT's authorized travels and for CONSULTANT's field personnel; Per Diem expense or actual costs of maintaining CONSULTANT's field personnel on or near the Project site, for each day of field assignment away from CONSULTANT's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT's failure to make payments in accordance with this AGREEMENT. No final plans, documents or reports will be released for any purpose until CONSULTANT has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

### **SECTION III - Term of Agreement**

#### **3.1 Term**

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

#### **3.2 Abandonment of Work**

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of AGREEMENT**

##### **3.3.1 Termination with Cause**

The obligation to provide further services under this AGREEMENT may be terminated with cause by either party. In the event of such termination, either party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. In the event of termination by CONSULTANT caused by failure of the CLIENT to perform in accordance with the terms of this AGREEMENT, CLIENT shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment. In the event of termination by the CLIENT caused by failure by CONSULTANT to perform in accordance with the terms of this AGREEMENT, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination and provide information and documents developed under the terms of this AGREEMENT to the CLIENT. Upon receipt of all other information and documents, CLIENT shall pay CONSULTANT for services performed prior to the effective date of the termination.

##### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this AGREEMENT without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment.

#### **3.4 Payment for Work Upon Abandonment or AGREEMENT Termination**

If CLIENT abandons requested work or terminates this

AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

### **SECTION IV - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

**4.1.2** While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

#### **4.3 Successors and Assigns**

**4.3.1** CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

**4.3.2** Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations

relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

**4.4.2** Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CONSULTANT shall be permitted to rely on CLIENT furnished documents and CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

#### **4.6 Severability**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **4.7 Location of Underground Utilities**

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless

from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

#### **4.8 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

#### **4.9 CONSULTANT's Personnel at Project Site**

**4.9.1** The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

**4.9.2** The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.10 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.11 Disposition of Samples and Equipment**

##### **4.11.1 Disposition of Samples**

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

##### **4.11.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

##### **4.11.3 Contaminated Equipment**

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

#### **4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.12.1** If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

**4.12.2** In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.12.3** CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

## **SECTION V - Professional Responsibility**

### **5.1 Performance of Services**

CLIENT acknowledges that the performance of professional services is not an exact science, and errors and omissions may occur that are within the industry standard of practice which states that CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

### **5.2 Limitation of Liability**

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to the available limit of CONSULTANT's insurance coverage or the total fee for Services rendered on this Project, whichever is less, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

### **5.3 No Special or Consequential Damages**

CLIENT and CONSULTANT agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

### **5.4 Indemnification**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and, subconsultants harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court or arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder; provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its officers, directors, employees, or subcontractors.

### **5.5 No Third Party Beneficiaries**

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION VI - Miscellaneous Provisions**



### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this AGREEMENT, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT

### **6.4 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Furthermore, in no circumstances shall a party to this AGREEMENT be joined by the other party to any other lawsuit, dispute or legal proceeding involving a party and any of the party's, consultants, subconsultants, lower tier subconsultants, other design professionals, construction managers, or other individuals or entities unless the parties agree to be joined in writing.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

### **6.5 Governing Law**

This AGREEMENT is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this AGREEMENT shall be governed by the laws of the State of Illinois.

### **6.6 Entire Agreement**

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire AGREEMENT between the parties hereto and no changes,

modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

# **ATTACHMENT A**

## **Scope of Services**

### **City of Grand Island Project Number 2017-U-1 Sycamore St Underpass**

#### **TASK 1. Project Management**

##### **1.1 Project Management**

Benesch Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subcontractors. Provide regular progress reports with invoices.

#### **TASK 2. General Project Meetings**

##### **2.1 Review Meetings**

Benesch will schedule and attend two (2) review meetings. The first is to review the analysis of the alternatives, and the second to receive the City's review comments from the draft report submittal.

##### **2.2 Presentations**

Benesch will attend as requested by City of Grand Island staff to provide support for the presentation of the alternatives and analysis to the Grand Island City Council.

#### **TASK 3. Geotechnical Investigation**

3.1 Benesch shall provide a geotechnical investigation for the project. The investigation shall comprise of the drilling of (6) six borings to a depth of 30 feet. Samples shall be taken at 2 feet and then at 5 foot increments starting at 5 feet below existing grade.

3.2 Samples shall be tested and field and laboratory information shall be supplied in a boring log for each boring. The boring log shall contain the boring location, date, driller, weather, and graphical and numerical information pertaining to the boring. This information shall include at a minimum grade elevation, depth of samples, blow counts, soil description, soil classification, and depth to ground water.

#### **TASK 4. Survey**

##### **4.1 Desktop Review of Existing Material**

Benesch will review and validate any pertinent existing material to verify the accuracy of the information that will be used for the design of the project.

#### 4.1.a Field Survey

Benesch will perform additional necessary topographic ground survey including an additional 30 feet wide strip along the east and west of Sycamore St from the start of retaining walls north of 3<sup>rd</sup> St to the end of retaining walls south of 4<sup>th</sup> St, excluding the railroad ROW; and including the Front St bridge and a 30 foot wide strip along the north and south side of Front St to 50 feet east and west from each respective end of the Front St bridge.

A topographic survey will be performed using electronic 'Total Station' technology. Copies of field book records and electronic records will be submitted to the City at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

#### 4.1.b Horizontal Control

Benesch shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the Modified State Plane using known land survey monuments provided by the City of Grand Island.

#### 4.1.c Vertical Control

Vertical control will be completed by differential level circuit referenced to NAVD 88. Ties to control used for City of Grand Island projects in the area can be done for "design-fit" confirmation.

#### 4.1.d Locate Section Corners

Benesch will survey section corners in order to assemble the geometry to create the right-of-way drawings and confirm any locations already established by the City of Grand Island.

#### 4.1.e Utility Locates

Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. Benesch will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

Benesch will request that the Utility Companies return to Benesch marked up plans with utility verification. Benesch will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Benesch will request identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time; follow-up with utilities which do not provide timely or complete information or as necessary to evaluate the initial utility information received such as size, material, and depth of duct banks or other utility structures in conflict with possible main alignments; and provide the City of Grand Island copies of all utility maps, drawings, or other data relating to existing utility facilities obtained by the Benesch. Benesch and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, Benesch will then request the Utility Company to verify the conflict

ATTACHMENT A

Page 2 of 6

and provide a preliminary estimate of reimbursable costs associated with the utility relocation. Plans will be distributed by Benesch to public and private utilities for comment.

#### 4.1.f GIS File Completion

Benesch will provide any additional information to the City of Grand Island to allow for modification of the established GIS map by the City based upon any new topographic survey data.

## **TASK 5. Drainage Analysis**

### 5.1 Conduct Field and Record Investigations

Benesch shall conduct field and record investigations of the project sites for proposed improvements. These services will include the following tasks:

5.1.a Inspect project sites and document representative existing conditions with digital photos. Provide the City of Grand Island electronic copies of the photos taken.

5.1.b Locate and obtain copies of as-constructed drawings for existing pump station.

5.1.c Review City of Grand Island's GIS data for the project sites including water, sewer, contours, parcels, and impervious surfaces.

### 5.2 Review Stormwater Runoff and System Capacity

5.2.a Using GIS data provided by the City of Grand Island, prepare maps showing the drainage area that surrounds the Sycamore Street Underpass.

5.2.b Generate stormwater runoff calculations for the 50%, 20%, 10%, 4%, 2% and 1% frequency storms based on the drainage area mapping.

5.2.c Using GIS data provided by the City of Grand Island, determine the capacity of the storm water system downstream of the underpass pumping system.

### 5.3 Alternatives Analysis

5.3.a Prepare two alternative designs for the underpass pumping system. The first design shall be based on utilizing as much of the existing pump pit and equipment as is practical. The second design shall be based on the construction of a new pump pit and equipment installation.

5.3.b Prepare cost estimates for both alternative designs.

5.3.c Prepare a draft memorandum that details the following:

1. Existing pump pit design and function,
2. Drainage area, flow calculations, and design storm,
3. Recommended pump and motor sizing,
4. Recommended pump pit design, and
5. Cost Estimates.

ATTACHMENT A

Page 3 of 6

## **TASK 6. Sycamore Underpass Traffic Analysis**

To evaluate the concept of removing the South Front Street Bridge, a high level traffic study will be performed to evaluate the existing traffic volume levels and compare alternatives.

It is a condition of this proposal that City of Grand Island shall perform the collection of data. Collection of data performed by Benesch is not included in this agreement and would be done so at cost additional to this proposal at the express written consent of the City of Grand Island. City will provide available traffic counts along at the locations listed below:

- Front Street between Pine Street and Oak Street
- Front Street between Pine Street and Walnut Street (near US Post Office)
- 3<sup>rd</sup> Street between Pine Street and Sycamore Street
- 3<sup>rd</sup> Street between Sycamore and Oak Street
- Pine Street between Front Street and 3<sup>rd</sup> Street
- Pine Street near 4<sup>th</sup> Street
- 4<sup>th</sup> Street between Pine Street and Sycamore Street
- 4<sup>th</sup> Street between West of Pine Street
- Sycamore Street south of 3<sup>rd</sup> Street
- Oak Street between Front Street and 3<sup>rd</sup> Street
- Oak Street south of 4<sup>th</sup> Street
- Walnut Street north of Front Street
- YMCA driveways

Benesch will perform the following traffic planning level tasks:

7.1 Review traffic volume data provided by the City and evaluate existing traffic volume conditions of street network located near the project site.

7.2 Evaluate alternatives to the Front Street Bridge. Traffic volumes will be reassigned based estimated percentages of volumes shifting roadways.

7.3 NCHRP planning levels of service will be used to evaluate the existing and alternative volume conditions. No detailed capacity analysis will be completed using Synchro or Highway Capacity Software.

7.4 Develop a brief traffic memorandum to summarize the procedures and findings of the planning level analysis.

## **TASK 7. Structural Evaluation and Recommendations**

Benesch shall utilize (2) two existing reports on the Sycamore St Underpass to supplement any performance of duties in determining the condition of the existing structures to be examined. Structures to be evaluated include the Front St Bridge over Sycamore St and the adjoining abutments, the adjacent retaining walls on each side of said bridge, and the retaining walls north of the railroad bridge structure. Structure existing within the railroad right-of-way are not to be included in any evaluation and subsequent report. Benesch will also investigate the feasibility of a “do-nothing” alternative.

7.1 Benesch shall take (4) four concrete cores for examination and petrographic analysis in order to determine the structural capability of the existing concrete in the abutments and retaining walls.

7.2 Benesch's structural expert shall perform a site visit in order to obtain a visual inspection of existing structures. Together with the existing reports, the petrographic analysis,

ATTACHMENT A

Page 4 of 6

and the visual inspection, a determination shall be made of the structural competence of the existing structures.

7.3 Utilizing the determination of structural competence, Benesch shall develop alternatives for action subsequent to removal of the existing bridge deck.

7.3.a Calculations for removal of the existing bridge deck and for each alternative shall be developed at a conceptual level.

7.3.b Cost for the deck removal and each alternative shall be prepared at a conceptual level.

7.4 A report containing the results of the investigation, course of action in removing the existing deck and implementing each alternative, and cost and design life comparisons shall be created for the bridge structure. Retaining walls shall be evaluated as independent structures and the conditions and possible alternatives included in the report. The report shall be supplemented by findings of the geotechnical investigation, survey, traffic analysis, and stormwater removal evaluations in order to provide a complete cost/benefit analysis of each alternative.

## **TASK 8. Environmental Review**

Per discussion with the City of Grand Island, Benesch's engineering services does not include effort to complete a Corp of Engineers 404 permit for this project.

## **TASK 9. Water Main**

Per discussion with the City of Grand Island, Benesch's services does not include any effort in the design of water utilities.

## **TASK 10. Wastewater**

Per discussion with the City of Grand Island, Benesch's services does not include any effort in the design of sanitary sewer utilities.

## **TASK 11. Right-of-Way**

Per discussion with the City of Grand Island, Benesch's engineering services does not include any effort in the definition or acquisition of Right-of-Way. Right-of-Way effort would be included in any subsequent contract for engineering design of a selected alternative.

## **TASK 12. 95% Submittal**

Benesch shall submit the aforementioned report for review by the City of Grand Island. Benesch shall meet with City of Grand Island personnel after an appropriate review period to discuss and implement modifications as needed for submittal of the final report.

ATTACHMENT A

Page 5 of 6

### **TASK 13. Final Submittal**

Upon incorporating review comments into the report, Benesch shall prepare and submit the report to the City's Project Manager for final review. .

### **TASK 14. Additional Phases (To be negotiated at a later date)**

The work covered in this agreement includes site investigations and a report describing the existing conditions and the creation and comparison of the proposed alternative solutions. Preliminary engineering, final engineering, construction documents, bid documents, letting services, and construction phase services will be negotiated at a later date. The contract agreement will be amended to include these services at a date to be determined by the City of Grand Island subsequent to selection of the desired solution. Construction phase services will be approved at the same time the construction Contractor agreement is approved by the City Council.

ATTACHMENT A

Page 6 of 6



**2016 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE**

<b><u>CLASSIFICATION</u></b>	<b><u>BILLABLE RATE</u></b>
Project Manager I	\$140.00
Project Manager II	\$155.00
Senior Project Manager	\$175.00
Project Principal	\$200.00
Project Engineer I	\$98.00
Project Engineer II	\$113.00
Senior Project Engineer	\$150.00
Landscape Architect	\$111.00
Construction Representative I	\$74.00
Construction Representative II	\$83.00
Construction Representative III	\$94.00
Inspector I	\$68.00
Inspector II	\$74.00
Designer I	\$79.00
Designer II	\$89.00
Technologist I	\$55.00
Technologist II	\$71.00
Senior Technologist	\$110.00
Technical Specialist I	\$80.00
Technical Specialist II	\$88.00
Senior Technical Specialist	\$123.00
Intern	\$44.00
Field/Lab Technician I	\$47.00
Field/Lab Technician II	\$57.00
Field/Lab Technician III	\$67.00
Senior Field/Lab Technician	\$87.00
Instrument Operator	\$51.00
Party Chief	\$69.00
Surveyor (RLS)	\$85.00
Senior Surveyor (RLS)	\$115.00
Scientist I	\$60.00
Scientist II	\$68.00

Project Scientist I (Geotechnical)	\$63.00
Project Scientist I (Environmental)	\$74.00
Project Scientist II (Geotechnical)	\$74.00
Project Scientist II (Environmental)	\$96.00
Project Scientist III (Environmental)	\$111.00
Senior Project Scientist	\$135.00
Business Development Assistant	\$48.00
Business Development Coordinator	\$69.00
Business Development Manager	\$105.00
Office Assistant	\$45.00
Project Assistant I	\$45.00
Project Assistant II	\$54.00
Division Administrative Assistant I	\$50.00
Division Administrative Assistant II	\$67.00

RESOLUTION 2017-31

WHEREAS, on November 25, 2016 the Engineering Division of the Public Works Department advertised for engineering services for Sycamore Street Underpass Rehabilitation; and

WHEREAS, on December 13, 2016 two (2) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Alfred Benesch & Company of Lincoln, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Alfred Benesch & Company of Lincoln, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Alfred Benesch & Company of Lincoln, Nebraska for engineering design services related to Sycamore Street Underpass Rehabilitation, in the amount of \$70,912.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-17

**#2017-32 - Approving Agreement for Engineering Consulting Services Related to West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** February 14, 2017

**Subject:** Approving Agreement for Engineering Consulting Services Related to West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3

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

## **Background**

This project will plan, design and build the extension of the sanitary sewer at the Stolley Park Road and Freedom Drive intersection to extend sanitary sewer to the Engleman Road and North Lane intersection and west to serve the Westpark Plaza Mobile Home Park. Westpark Plaza is within city limits and in need of City sanitary services. Two potential routes are shown on the attached exhibit.

Design is being coordinated with the Nebraska Department of Roads Highway 30 Realignment Project.

On November 25, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for the West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3, with twelve (12) potential respondents.

## **Discussion**

Five (5) engineering firms submitted qualifications for the engineering services for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3. Olsson Associates of Lincoln, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for Olsson Associates design services will be provided on a time and materials basis with a maximum fee of \$98,840.00

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the agreement with Olsson Associates of Grand Island, Nebraska, in the amount of \$98,840.00.

## **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS  
FOR  
ENGINEERING SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROJECTS**

**RFP DUE DATE:** December 13, 2016 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** November 25, 2016

**NO. POTENTIAL BIDDERS:** 12

**SUMMARY OF PROPOSALS RECEIVED**

**HDR**  
Omaha, NE

**JEO Consulting Group, Inc.**  
Wahoo, NE

**EA Engineering**  
Lincoln, NE

**Schemmer Associates**  
Lincoln, NE

**Olsson Associates**  
Lincoln, NE

**Felsburg Holt & Ullevig**  
Omaha, NE

**Alfred Benesch & Company**  
Grand Island, NE

**Miller & Associates**  
Kearney, NE

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director  
Keith Kurz, PW Engineer

**P1925**



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

February 14, 2017

City of Grand Island  
Attn: Tara Bevard  
100 East First Street  
Grand Island, NE 68802

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
W. Stolley Park Rd. and Engleman Rd. Sanitary Sewer Extension ("Project")  
Grand Island, NE

Dear Ms. Bevard:

It is our understanding that the City of Grand Island, NE ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:	February 27, 2017
Anticipated Design Completion Date:	June 1, 2017

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed **Ninety Eight Thousand, Eight Hundred Forty Dollars (\$98,840.00)**

## **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Tara Bevard.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By   
Dave Ziska

By   
Joe Baxter

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**CITY OF GRAND ISLAND**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**Attachments**

General Provisions

Scope of Services

Reimbursable Expense Schedule

Geotechnical Schedule of Fees

G:\Grand Island\Admin\PROPOSAL\Grand Island\2017 CIP\Engelman Sewer\2017-1-27\_GNCV\_Letter Agreement - Grand Island Engleman Road Sewer Extension(REVISED).doc

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 14, 2017 between City of Grand Island, Nebraska ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in



the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of



the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Construction Cost Estimate**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the

contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

#### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

#### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

#### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

#### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required

for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

#### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or

hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further

agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

#### **7.16 Entire Agreement**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated February 14, 2017 between City of Grand Island, NE ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Grand Island, NE

Project Description: West Stolley Park Rd. & Engleman Road Sanitary Sewer Extension

OLSSON shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

### PHASE 200: CONCEPTUAL MASTER PLAN PHASE

**Task 201: Conceptual Master Planning** – Preliminary planning and cursory evaluation of a proposed route to include examination of potential service area(s), Highway 30 re-alignment, potential dewatering outlet(s) during sewer installation, past Black & Veatch (B&V) master plan, pipe sizing and materials, manhole locations, pipe stub-outs, etc. Client to assist in this effort by providing a copy of the B&V master plan and electronic files of the Highway 30 re-alignment. At the completion of the preliminary planning phase, a design memorandum will be prepared and reviewed with the Client. Olsson will meet with the Client during the process of developing the design memorandum. A total of one (1) meeting is anticipated.

**PHASE 200 FEES:** **\$4,070.00**

### PHASE 300: SEWER DESIGN PHASE

Olsson shall prepare plans and specifications that will allow the project to be competitively bid and constructed. The tasks performed shall include:

**Task 301: Design of Sanitary Sewer Improvements** – Olsson shall design the sanitary sewer improvements, as outlined in the design memorandum. A topographic survey was previously completed for this project and it will be used for this design. Field checks may be necessary for legal monuments. Provide Special Provisions that are not part of the Grand Island City Specifications deemed necessary for this project to incorporate into the bidding



documents. Coordinate design with existing utilities (i.e. Electric, gas, water, etc.)

**Task 302: Prepare Plans & Specifications** – Olsson shall prepare plan sheets, technical specifications, and front end documents for the proposed project. The complete plans and specifications will be submitted to the Nebraska Department of Environmental Quality for review. The Client is responsible for any review fees.

**Task 303: Quality Control Review** – Olsson shall perform an in-house quality control review to evaluate the construction documents and provide review comments. Olsson will also prepare a final opinion of probable cost for the project based upon the information in the plans and specifications.

**Task 304: Meetings with Owner** – Olsson will meet with the Client to discuss the development of the construction plans and specifications. A total of three (3) meetings are anticipated.

**Task 305: Prepare Cost Opinion** - A final opinion of probable construction cost shall be prepared, based upon the information in the plans and specifications and presented to the Client.

**Project Management** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.

**Task 306: Traffic Control Plan** – Olsson shall prepare a traffic control/detour plan for the project and submit to the Client for approval.

**PHASE 300 FEES:**

**\$44,505.00**

**PHASE 400: GEOTECHNICAL INVESTIGATION PHASE**

Olsson shall perform engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data, see attached schedule of fees. The services will include:

**Task 401: Geotechnical Borings** – Olsson shall perform geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which may be required to provide information for design, and field and laboratory tests and analyses which are required to provide design information.

**Task 402: Geotechnical Report** – Olsson shall prepare a geotechnical report interpreting the data on the exploratory work. Included will be recommendations for testing and setting out the site conditions that can be anticipated from this initial exploratory work.

**PHASE 400 FEES:**

**\$16,500.00**

**PHASE 500: EASEMENT ACQUISITION PHASE**

Olsson shall complete items associated with the permanent and temporary easement acquisition for the tracts along the selected sanitary sewer route. It is anticipated that there are up to nine (9) tracts with a total of three (3) individual landowners from which easements will be required. Tasks to be completed include:

**Task 501: Easement Descriptions & Tract Drawings** – Olsson shall prepare legal descriptions and tract drawings for the permanent and temporary easements required from each of the impacted tracts.

**Task 502: Title Search & Appraisals** – Olsson shall perform a title search and have an appraisal completed for each of the impacted tracts for use in the acquisition of the temporary and/or permanent easement. Olsson will utilize the services of Midwest Right of Way, Inc. for the appraisal and easement acquisition services.

**Task 503: Easement Acquisitions** – Olsson shall assist the Client in the negotiations for the acquisition of the temporary and/or permanent easements. Olsson will prepare the easement documents, present, explain offers, answer related questions, and secure signatures from interested parties. Olsson will attempt to meet with each property owner at least three times if necessary.

Olsson will perform the services in accordance with the Client of Grand Island's procedures. The goal will be to acquire the necessary right of way through amicable negotiations. If condemnation is required, Olsson will deliver the parcel files to the City of Grand Island and be available for consultation or condemnation testimony.

Olsson will submit signed purchase agreements, deeds and temporary easements, along with a payment transmittal letter to the Client. The Client will approve all signed purchase agreements and easement documents and will make payments to each property owner and tenant, if necessary. The Client will record the deeds at the County Courthouse, and provide copies of the recorded documents and payment vouchers or checks to Olsson in order to complete the acquisition file.

**PHASE 500 FEES:**

**\$27,420.00**

**PHASE 600 – PROJECT PERMITTING PHASE**

Olsson shall work with the Client to obtain permits that will be required to construct the project. The tasks performed shall include:



RESOLUTION 2017-32

WHEREAS, on November 25, 2016 the Engineering Division of the Public Works Department advertised for engineering services for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3; and

WHEREAS, on December 13, 2016 five (5) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Olsson Associates of Lincoln, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Olsson Associates of Lincoln, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson Associates of Lincoln, Nebraska for engineering design services related to West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3, in the amount of \$98,840.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-18

**#2017-33 - Approving Agreement for Engineering Consulting Services Related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** February 14, 2017

**Subject:** Approving Agreement for Engineering Consulting Services Related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation

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

## **Background**

The Central Nebraska Regional Airport Collection System originated with the Army Air Corp Base built during World War II. To date the Central Nebraska Regional Airport has maintained approximately 24,900 linear feet of sanitary sewer infrastructure. Many areas of the private gravity infrastructure have been slip lined, most of which appears to be defective. The majority of this infrastructure is estimated to be between 50 and 75 years old.

This project will require the consultant to perform a comprehensive collection system review for planning, designing and building the rehabilitation of the sanitary sewer collection system at the Central Nebraska Regional Airport. The consultant will work with the City to devise a timeline for repairs within the given budget. The consulting engineer will also contribute to planning involved in a new Inter-local Agreement between the City of Grand Island and the Airport regarding public versus private infrastructure. The Inter-local Agreement could include provisions for ownership of the Central Nebraska Regional Airport collection system by the City of Grand Island. The City does not intend to take over infrastructure that is inside the private property airport fence or any other service lines that directly connect to a private property.

On November 25, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation, with twelve (12) potential respondents.

## **Discussion**

Three (3) engineering firms submitted qualifications for the engineering services for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation. HDR Engineering, Inc. of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for HDR Engineering, Inc.'s first phase of services will be provided on a time and material basis with a maximum fee of \$35,550.00. This first phase of services is to include infrastructure evaluation, environmental records review, interviews, development of Airport sewer master plan, and draft Inter-Local Agreement.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the agreement with HDR Engineering, Inc. of Omaha, Nebraska, in the amount of \$35,550.00.

### **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS  
FOR  
ENGINEERING SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROJECTS**

**RFP DUE DATE:** December 13, 2016 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** November 25, 2016

**NO. POTENTIAL BIDDERS:** 12

**SUMMARY OF PROPOSALS RECEIVED**

**HDR**  
Omaha, NE

**JEO Consulting Group, Inc.**  
Wahoo, NE

**EA Engineering**  
Lincoln, NE

**Schemmer Associates**  
Lincoln, NE

**Olsson Associates**  
Lincoln, NE

**Felsburg Holt & Ullevig**  
Omaha, NE

**Alfred Benesch & Company**  
Grand Island, NE

**Miller & Associates**  
Kearney, NE

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director  
Keith Kurz, PW Engineer

**P1925**

**AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR  
PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of February, 2017, between City of Grand Island, Nebraska ("OWNER") a municipal corporation, with principal offices at 100 East First Street, Grand Island, Nebraska, and HDR ENGINEERING, INC., ("ENGINEER") a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation ("Project");

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

**SECTION IV. COMPENSATION**

Compensation for ENGINEER'S services under this Agreement shall be on the hourly basis with a not to exceed amount of \$35,550.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add five percent (5%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services as described in Exhibit A.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF GRAND ISLAND, NEBRASKA  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: 100 East First Street  
Grand Island, NE 68802

HDR ENGINEERING, INC.  
"ENGINEER"

BY:  \_\_\_\_\_

NAME: Ron Sova, P.E.

TITLE: Vice President

ADDRESS: 8404 Indian Hills Drive  
Omaha, NE 68114



## **EXHIBIT A**

### **SCOPE OF SERVICES**

## **EXHIBIT A**

### **SCOPE OF WORK – PRELIMINARY DESIGN**

#### **CENTRAL NEBRASKA REGIONAL AIRPORT SANITARY SEWER COLLECTION SYSTEM REHABILITATION**

##### **PART 1.0 PROJECT DESCRIPTION:**

The Hall County Airport Authority (Authority) operates the Central Nebraska Regional Airport (CNRA) which was originally constructed in 1942 as a World War II Army Air Base. The Authority is currently responsible for the operation and maintenance of the sanitary sewer collection system that was constructed as part of the original air base. A substantial portion of the collection system is outside of the defined airport property. The collection system includes gravity sewers, lift stations, and force mains.

The City is beginning negotiations with the Authority to take over operations and maintenance of the collection system outside of the defined airport property.

The preliminary design provides for the evaluation of the existing collection system, development of recommendations for the rehabilitation and/or replacement system components, and negotiation of an inter-local agreement between the OWNER and the Authority.

A subsequent task order will be prepared to address the final design and bidding of the proposed improvements.

##### **PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:**

###### **Items of Work**

1. Data collection including record drawings, water use records, CCTV, topographic survey of existing manholes, and a regulated materials review.
2. Interviews with maintenance personnel.
3. Visual inspection of the various system components including the pump stations, selected manholes, and the helicopter site.
4. Receipt of planning data for area.
5. Evaluation of available data.
6. Development of a sewer master plan.
7. Development of a draft inter-local agreement.
8. Review meetings with OWNER.

### **Key Understandings**

1. OWNER will provide access to system components for visual inspection.
2. OWNER will provide available data including CCTV, maintenance records, repair records, water use records, and available environmental records.
3. The inspection of the existing system components will be visual only and will not include detailed structural analysis, coring, or non destructive testing.
4. The topographic survey will be limited to the location, rim, and invert elevations of the manholes within the study area. Topographic survey for final design is not included in the scope of work. Survey will be based on the State Plane coordinate system.
5. OWNER will provide a copy of the water use agreement between the Utilities Department and the Authority.
6. Authority will provide escorts for topographic survey and facility inspection within airport secure area.
7. Geotechnical investigation is not included in the scope of work.
8. Permitting is not included in the scope of work.
9. Final design is not included in the scope of work.
10. Meetings will be held at City Hall or at the CNRA.
11. The initial project meetings with City maintenance personnel, Authority, and the Utilities Department will be held on one day. The meeting will include the inspection of the existing pump stations and facilities.
12. The final improvements will likely be phased, depending on funding availability.
13. The scope of work does not include completion of funding applications.

### **TASK SERIES 100 – PROJECT MANAGEMENT**

**Objective:** Provide management activities over Project duration including planning, organizing and monitoring Project team activities; overall project management; and coordination with OWNER for access.

#### **HDR Activities**

#### **110 – Team Management and Project Control**

- 111 Resource management and allocation based on Project schedules and activities.
- 112 Budget and invoice management.
- 113 Schedule monitoring and update for Project development.
- 114 Production coordination.
- 115 Internal coordination meetings.
- 116 Complete quality control (QC) review of draft and final documents.

### **120 – Meetings**

- 121 Project kickoff meetings with City, Authority, and Utilities. The kickoff meeting will include inspection of the three pump stations (north, south, and police academy), helicopter facilities, and selected manholes.
- 122 Draft master plan review meeting.
- 123 Inter-local agreement meetings – two.

## **TASK SERIES 200 – DATA COLLECTION**

**Objective:** Assemble available background data on the existing sanitary sewer collection system and the impacted area.

### **HDR Activities**

#### **210 – Topographic Survey of Manholes**

- 211 Topographic survey of manholes within study area and identify pipe sizes and directions, if possible.

#### **220 – Background Data**

- 221 Receive available record information.

#### **230 – Environmental Records Review**

Purpose is to identify potential environmental impairments for consideration during planning of future improvements

- 231 Regulatory database search
- 232 Interviews with Airport Authority and others, as appropriate, to collect information on the potential for environmental impairments
- 233 Review of historical land-use based on 2 - 3 readily available sources of information.
- 234 Nebraska Department of Environmental Quality (NDEQ) files review.
- 235 Site reconnaissance
- 236 Preparation of a report which documents the completed assessments and identifies potential environmental impairments

## **TASK SERIES 300 – SEWER MASTER PLAN**

**Objective:** Sewer master plan for the area including implementation plan, ownership recommendations, and opinion of probable costs.

### **HDR Activities:**

#### **310 – Infrastructure Evaluation**

- 311 Assemble and summarize available field data.
- 312 Evaluate condition of the existing pipe and lift stations.
- 313 Evaluate options for rehabilitation.
- 314 Evaluate options for replacement.

- 315 Develop recommendation for replacement/rehabilitation.
- 316 Develop opinion of probable costs for selected options.
- 317 Develop recommendations for ownership.
- 318 Develop phasing plan.

#### **320 – Sewer Master Plan**

- 321 Prepare draft sewer master plan summarizing findings, evaluations, and recommendations.
- 322 Submit draft sewer master plan to OWNER for review.
- 323 Receive OWNER comments and finalize sewer master plan.

### **TASK SERIES 400 – INTER-LOCAL AGREEMENT**

**Objective:** Assist in the development of the inter-local agreement between the OWNER and the Authority.

#### **HDR Activities: 410 – Inter-local Agreement**

- 411 Receive previous agreements.
- 412 Prepare draft agreement incorporating sewer master plan ownership recommendations.
- 413 Submit draft inter-local agreement to OWNER for review.
- 414 Receive OWNER comments and submit agreement to the Authority to review.
- 415 Finalize inter-local agreement.

#### **PART 3.0 AUTHORIZATION**

Work will not proceed on a task without authorization.

#### **PART 4.0 OWNER’S RESPONSIBILITIES:**

OWNER will be responsible for the following as identified in the above Scope of Work:

- Access to structures and system components.
- Available record data including CCTV, maintenance records, repair records, and available environmental data.
- Document review within two weeks of submittal.

#### **PART 5.0 PERIODS OF SERVICE:**

Notice to Proceed	February 15, 2017
Complete Data Collection	March 7, 2017
Draft Sewer Master Plan	April 7, 2017
Draft Inter-local Agreement	April 21, 2017

**NEXT PHASES OF WORK:**

The reconstruction of the sanitary sewer collection and pumping system will likely be completed in phases, depending on funding availability. The scope of work for the Phase I final design and construction phase services will be defined upon completion of the sewer master plan. Contract amendments will be prepared to address the final design and construction phase services.

Phase I Final Design

Phase I Construction Phase Services

Phase II Final Design

Phase II Construction Phase Services

**EXHIBIT B**

**TERMS AND CONDITIONS**



# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of  
(9/2016)

expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## **12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## **13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## **15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable

laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## **17. ALLOCATION OF RISK**

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

## **18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## **19. NO THIRD PARTY BENEFICIARIES**

No third party beneficiaries are intended under this Agreement.

## **20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

RESOLUTION 2017-33

WHEREAS, on November 25, 2016 the Engineering Division of the Public Works Department advertised for engineering services for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; and

WHEREAS, on December 13, 2016 three (3) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria HDR Engineering, Inc. of Omaha, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and HDR Engineering, Inc. of Omaha, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and HDR Engineering, Inc. of Omaha, Nebraska for engineering design services related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation, in the amount of \$35,550.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney



# **City of Grand Island**

**Tuesday, February 14, 2017**

**Council Session**

## **Item G-19**

**#2017-34 - Approving Agreement for Engineering Consulting Services Related to Five Points Signal and Geometric Improvements**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** February 14, 2017

**Subject:** Approving Agreement for Engineering Consulting Services Related to Five Points Signal and Geometric Improvements

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

## **Background**

This project is for the update of the Five Points Intersection lane designation and traffic signal operation to comply with current standards. The existing cable span signals will be replaced with new mast arm signals, existing lane configurations evaluated for operation & restriped for better geometrics, and signing installed to meet 2009 MUTCD requirements.

On November 25, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for the Sycamore Street Underpass Rehabilitation, with twelve (12) potential respondents.

## **Discussion**

Five (5) engineering firms submitted qualifications for the engineering services for Five Points Signal and Geometric Improvements. Olsson Associates of Lincoln, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for Olsson Associates design services will be provided on a time and materials basis with a maximum fee of \$72,550.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the agreement with Olsson Associates of Lincoln, Nebraska, in the amount of \$72,550.00.

## **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS  
FOR  
ENGINEERING SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROJECTS**

**RFP DUE DATE:** December 13, 2016 at 4:00 p.m.  
**DEPARTMENT:** Public Works  
**PUBLICATION DATE:** November 25, 2016  
**NO. POTENTIAL BIDDERS:** 12

**SUMMARY OF PROPOSALS RECEIVED**

**HDR**  
Omaha, NE

**JEO Consulting Group, Inc.**  
Wahoo, NE

**EA Engineering**  
Lincoln, NE

**Schemmer Associates**  
Lincoln, NE

**Olsson Associates**  
Lincoln, NE

**Felsburg Holt & Ullevig**  
Omaha, NE

**Alfred Benesch & Company**  
Grand Island, NE

**Miller & Associates**  
Kearney, NE

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director  
Keith Kurz, PW Engineer

**P1925**





## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

February 3, 2017

City of Grand Island  
Attn: Terry Brown  
100 East First Street  
Grand Island, NE 68801

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Five Points Traffic Signal Improvements (the "Project")  
Grand Island, Nebraska

Dear Terry Brown:

It is our understanding that the City of Grand Island, ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: February 15, 2017  
Anticipated Completion Date: November 1, 2017

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$72,550.00.

## **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Terry Brown.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By   
Matt Rief

By   
Keith Kurz

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments

General Provisions

Scope of Services

Standard Labor Rate Schedule

Reimbursable Expense Schedule

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 3, 2017 between the City of Grand Island, Nebraska ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in

the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of



the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Construction Cost Estimate**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the

contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

#### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

#### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

#### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

#### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required

for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

#### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or

hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further

agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

#### **7.16 Entire Agreement**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

**EXHIBIT "A" to GENERAL PROVISIONS ATTACHED TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CLIENT AND OLSSON, DATED FEBRUARY 3, 2017**

**Project 1 – Five Points Traffic Signal and Geometric Improvements**

**DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS**

This is an exhibit attached to and made a part of the General Provisions attached to the Agreement dated February 3, 2017 between the City of Grand Island, Nebraska (Client) and Olsson Associates (Olsson) providing for professional services. The Basic Services of Olsson are as indicated below.

**GENERAL**

OLSSON shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

**PROJECT DESCRIPTION AND LOCATION**

Project will be located at:      State Street/Broadwell ROW, 5 Points intersection, Grand Island, Nebraska

Project Description:              Project is to provide design and construction phase services for traffic signal improvements in noted area.

**SCOPE OF SERVICES**

Olsson shall provide the following services (Scope of Services) to Client for the Project:

**PHASE 100 - SURVEY PHASE - \$1,700**

**Task 101** - Topographic survey of the area.

**PHASE 200 - TRAFFIC STUDY PHASE - \$11,000**

**Task 201** - Project meetings - Kickoff meeting.

**Task 202** - Data collection and observation – Olsson will utilize a sub consultant to collect video documentation of turning movement counts for a 12-hour period (7am – 7pm) at the 5 Points intersection. Only 8-hours of the video will be processed (7-9am, 11am-2pm, 3-6pm). The video will be made available to the City. Combined with the kickoff meeting, field observations will be documented during peak hours.

Area characteristics will be documented via aerial imagery including lane geometry, access spacing, lane widths, storage lengths, and speed limits.

A crash history will be requested from NDOR for analysis purposes.

- Task 203 - Existing Analysis –** Peak hour turning movement volumes will be analyzed at the study intersections to model delay and storage lengths. Analysis will be performed in accordance with HCM methodologies using Synchro 9.1. The results will be used to identify baseline operations and to help identify existing deficiencies.

A crash evaluation will be performed to identify patterns that may be mitigated by intersection lane improvements. This will include a crash rate calculation and comparison to statewide averages.

- Task 204 - Alternative Development –** It is understood that this project will not evaluate large-scale modifications such as approach closure/combining, one-way conversion, or re-directing certain travel movements. A roundabout will be evaluated to determine performance and capacity for future planning and comparison purposes. The evaluation will produce the number of approach and circulating lanes and movement utilization.

Olsson will project turning movement counts to a 20-year horizon to identify future traffic analysis conditions. Once projected, a capacity analysis will be performed utilizing the existing intersection geometry (No-Build condition). This step will allow for comparison to improvements presented in various alternative(s).

Traffic signal control will be maintained throughout the alternative development. Primary characteristics to be evaluated include lane utilization, lane balance, geometry (radii, tapers, etc.), MUTCD compliance (markings, signing, signal hardware), and potential safety/efficiency improvements.

- Task 205 - Preferred Alternative –** Through the evaluation process, Olsson will apply engineering principles and traffic engineering experience to determine which alternative is deemed "Preferred".

- Task 206 - Documentation –** Olsson shall prepare a Draft Report documenting the study process, input, alternative evaluation, and recommendations. This document shall be submitted to the City for review and comment. Upon receipt of comments, they will be addressed in the form of providing additional information / clarification or updating the report as necessary.

### **PHASE 300 - TRAFFIC SIGNAL DESIGN PHASE – \$21,200**

- Task 301 - Meetings –** Intermittent meetings throughout project. 2 meetings assumed.

- Task 302 - Traffic Signal Plans –** Develop traffic signal plan sheets based on the preferred alternative. Tasks included in this work are traffic signal removal plans for the existing signal, all preliminary and final

design sheets and submittal needs as required for each submittal. Plan development includes wiring, conduit design and layout, signal pole and cabinet location design. Specific pole and foundation design is not included as part of this task; it is assumed that the City will direct the utilization of previous NDOR standard plans and details.

**Task 303 -** Wayfinding Sign Plans – Develop overhead and ground mounted wayfinding signs based on the preferred alternative. This includes sign location and layout design that is compliant with MUTCD requirements.

**Task 304 -** Signing Plans – Develop permanent ground-level signing associated with the design plans. Plan development includes location and sign size designations.

#### **PHASE 400 - CIVIL DESIGN PHASE \$20,500**

**Task 401 -** Project kickoff meeting and intermittent meetings throughout project. 4 meetings assumed.

**Task 402 -** Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.

**Task 403 -** Preliminary Design concepts to presented by the Grand Island Public Works Department and evaluated for best option.

**Task 404 -** Design, submit and revise any needed pavement design plans needed to complete signal construction.

**Task 405 -** Design, submit and revise pavement marking plans needed for project.

**Task 406 -** Submit plans the City of Grand Island PW Department and address review comments.

**Task 407 -** Coordinate existing utilities in project path to avoid conflicts during construction.

**Task 408 -** Design, submit and revise temporary traffic control plans needed to complete signal construction.

**Task 409 -** Develop special provisions/details that are not provided for in the Grand Island Utility Department standard plans and specifications.

**Task 410-** QA/QC of plans prior to final submittal.

#### **PHASE 500 - BID PHASE SERVICES \$2,200**

**Task 501 -** Olsson will develop an Engineers estimate of the planned work for the client.



**Task 502 -** Olsson will supply plan drawings and special provisions to Client so they can advertise for bidders.

**Task 503 -** Olsson will coordinate answering questions raised by bidders. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

**Task 504 -** Bids will be reviewed and evaluated with client.

**PHASE 600 - CONSTRUCTION PHASE SERVICES TIME & MATERIAL NOT TO EXCEED \$15,950**

**Task 601 -** Attend a preconstruction meeting.

**Task 602 -** Act as liaison between the contractors and the Owner to facilitate smooth completion of the project.

**Task 603 -** Provide interpretation/clarification to the contractor questions during construction.

**Task 604 -** Review shop drawings and submittals for conformance to construction documents.

**Task 605 -** Complete construction staking for the project

**Task 606 -** Construction testing as required by City of Grand Island to include:

- density testing for the grading, trench backfill, and pavement subgrade
- random concrete testing for the pavement

**Task 607 -** Provide part time construction observation and field construction testing at an average of 16 hours per week for 6 weeks.

**Task 608 -** Prepare final record drawing and testing package as required for the City to accept the project.

**Not included as part of this agreement, but can be added as additional services:**

- a. Re-platting or any additional easements/right of way required for the design.
- b. Geotechnical Investigation
- c. Potholing and modeling 3D alignments of the existing utilities.
- d. Phase I environmental assessments or any environmental permitting.
- e. SWPPP plan or inspections.
- f. Bidding services outside those listed above
- g. Electrical design.
- h. Gas system design.
- i. Telephone or communication design.

- j. A sign support structure and foundation is not included for advanced wayfinding mast arm signage.
- k. A temporary traffic signal design.
- l. Roundabout Conceptual Design or exhibits.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

**CONTRACT TOTAL - TIME & MATERIAL NOT TO EXCEED \$72,550**

**OLSSON ASSOCIATES, INC.**

By   
Matt Rief

  
Keith Kurz

If you accept this Scope of Services, please sign:

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

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## LABOR BILLING RATE SCHEDULE 2017

### LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	149 - 381
Project Manager.....	131 - 189
Project Professional.....	105 - 166
Assistant Professional.....	70 - 143
Designer.....	101 - 164
CAD Operator.....	50 - 109
Survey.....	58 - 147
Construction Services.....	53 - 189
Administrative/Clerical.....	47 - 107

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.535/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (OA Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials	
including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

RESOLUTION 2017-34

WHEREAS, on November 25, 2016 the Engineering Division of the Public Works Department advertised for engineering services for Five Points Signal and Geometric Improvements; and

WHEREAS, on December 13, 2016 five (5) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Olsson Associates of Lincoln, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Olsson Associates of Lincoln, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson Associates of Lincoln, Nebraska for engineering design services related to Five Points Signal and Geometric Improvements, in the amount of \$72,550.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-20

**#2017-35 - Approving Continuation of Street Improvement District No. 1262; Sterling Estates Fourth Subdivision – Ebony Lane**

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

# **Council Agenda Memo**

**From:** Terry Brown, P.E. – Manager of Engineering Services

**Meeting:** February 14, 2017

**Subject:** Approving Continuation of Street Improvement District No. 1262; Sterling Estates Fourth Subdivision – Ebony Lane

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

## **Background**

Street Improvement District No. 1262 was created by the City Council on July 14, 2015. Legal notice of the creation of the District was published in the Grand Island Independent on July 20, 2015. A notification letter of the district creation was also mailed to all affected property owners.

Continuation of this district was scheduled to be presented at the August 25, 2015 council meeting, however was pulled from the agenda due to budget constraints and several adjustments being made to the subdivision plat, which have delayed this paving district.

The City and Developer have been in contact regarding this street improvement district and ownership of property has not changed since this district was created. Expenses were planned in the 2016/2017 Capital Improvement Program budget with bid solicitation being advertised in the December 19, 2016 Grand Island Independent.

This public/private partnership will allow for development of the area, which consists of a City park with parking, as well as meeting the developer needs.

A portion of this project would be assessed to the subdivision developer, whom has signed the district creation petition form.

## **Discussion**

The district completed the 20-day protest period at 5:00 p.m., Wednesday, August 12, 2015. No protests were filed against this district, excluding City owned property.



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the continuation of Street Improvement District No. 1262 with the intent of bonding the total project.

## **Sample Motion**

Move to approve the continuation of Street Improvement District No. 1262.

RESOLUTION 2017-35

WHEREAS, Street Improvement District No. 1262; Sterling Estates 4<sup>th</sup> Subdivision – Ebony Lane, was created by Ordinance No. 9546 on July 14, 2015; and

WHEREAS, notice of the creation of such street improvement district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01 R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within twenty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed, and

WHEREAS, the protest period ended on August 12, 2015, and protests more than 50% of the total District frontage were not received.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Street Improvement District No. 1262, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

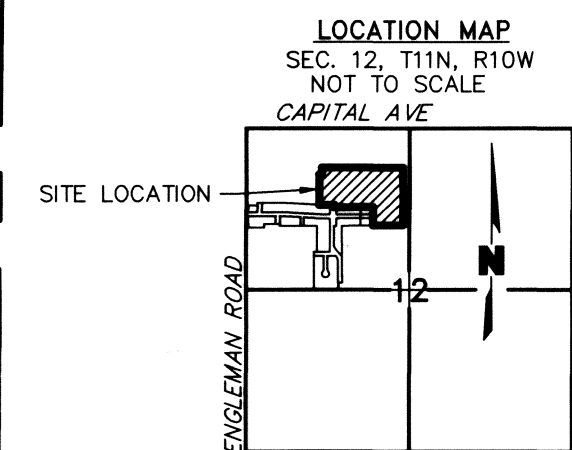
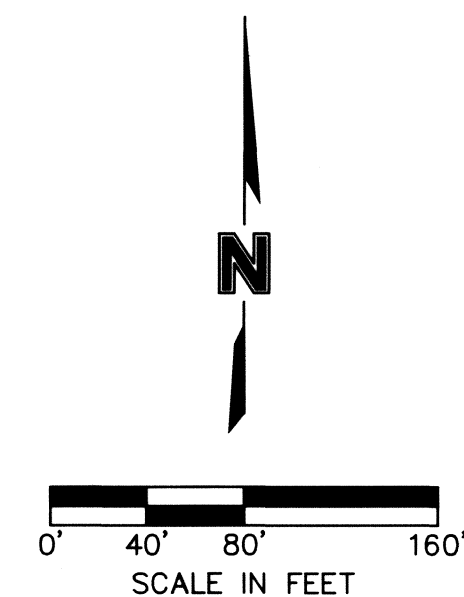
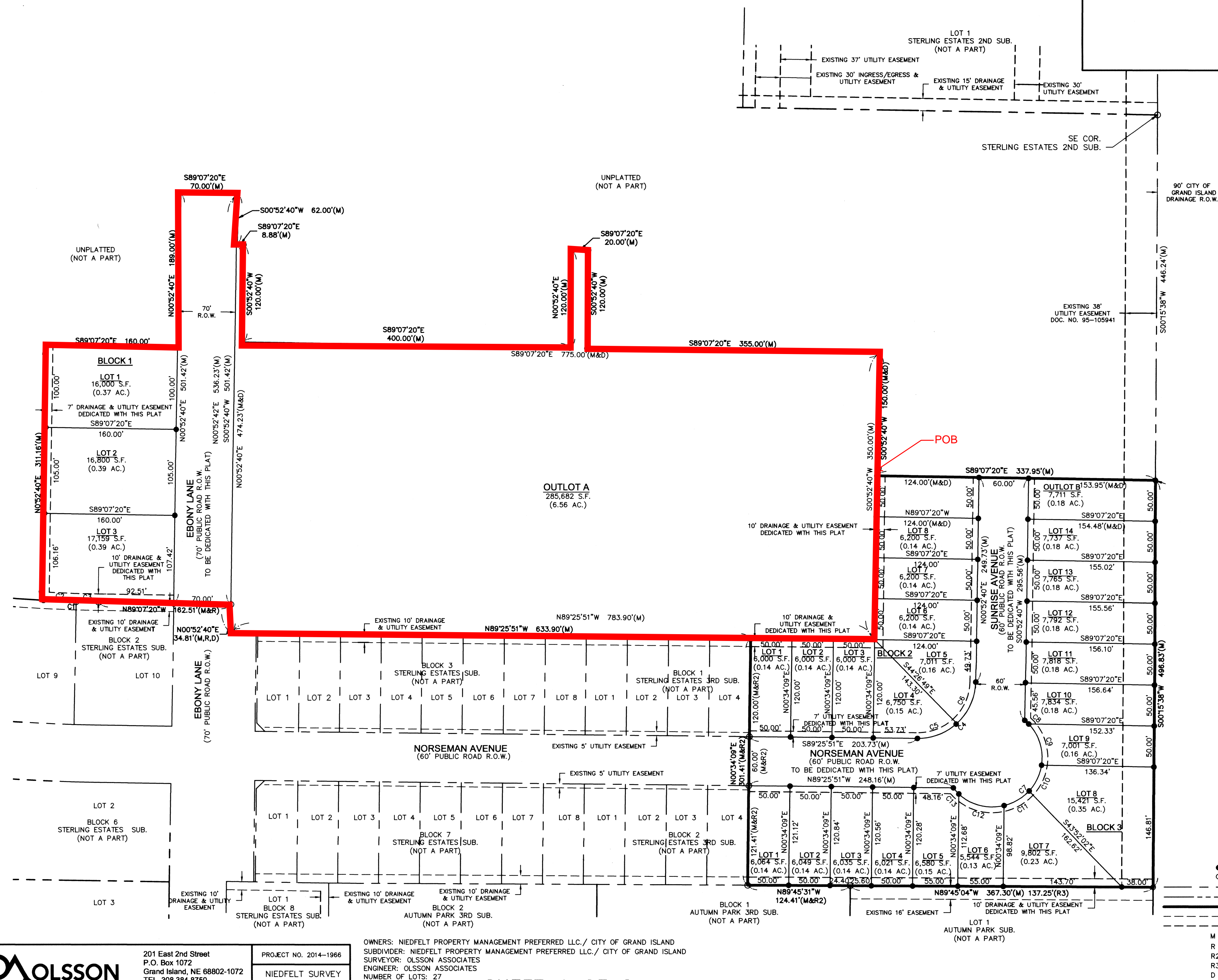
\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney

*STERLING ESTATES FOURTH SUBDIVISION*  
*IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA*  
*FINAL PLAT*



- LEGEND**
- SET CORNER (5/8"x24" REBAR W/CAP)  
○ FOUND CORNER (5/8" REBAR W/CAP)  
— SECTION LINE  
— EXISTING PROPERTY LINE  
— PROPOSED PROPERTY LINE  
— EXISTING EASEMENT LINE  
— EASEMENT LINE TO BE DEDICATED WITH THIS PLAT  
MEASURED DISTANCE  
RECORDED DISTANCE STERLING ESTATES SUB.  
RECORDED DISTANCE STERLING ESTATES THIRD SUB.  
RECORDED DISTANCE AUTUMN PARK SUB.  
RECORDED DISTANCE DOC. NO. 0200905078



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item G-21

**#2017-36 - Approving Bid Award for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262**

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

# **Council Agenda Memo**

**From:** Terry Brown, P.E. – Assistant Public Works Director

**Meeting:** February 14, 2017

**Subject:** Approving Bid Award for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262

**Presenter(s):** John Collins P.E. - Public Works Director

## **Background**

Street Improvement District No. 1262 was created by the City Council on July 14, 2015. Legal notice of the creation of the District was published in the Grand Island Independent on July 20, 2015. A notification letter of the district creation was also mailed to all affected property owners.

The City and Developer have been in contact regarding this street improvement district the past couple of years. Several adjustments have been made to this subdivision plat, which has delayed this paving district; as well as Capital Improvement Funds not being available. This paving project has been funded for FY 2016/2017.

This public/private partnership will allow for development of the area, which consists of a City park with parking, as well as meeting the developer needs.

A portion of this paving district will be assessed to the subdivision developer, whom has signed the district creation petition form.

On December 19, 2016 the Engineering Division of the Public Works Department advertised for bids for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262. There were twenty (20) potential bidders for the project.

## **Discussion**

Four (4) bids were received and opened on January 17, 2017. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

<b><i>Bidder</i></b>	<b><i>Exceptions</i></b>	<b><i>Total Bid</i></b>
The Diamond Engineering Co. of Grand Island, NE	None	\$172,967.00
Gehring Construction & Ready Mix Co., Inc. of Columbus, NE	None	\$173,706.36
Myers Construction, Inc. of Broken Bow, NE	None	\$228,727.00
Blessing, LLC dba Blessing Construction of Kearney, NE	None	\$249,759.00

The Diamond Engineering Company of Grand Island, Nebraska submitted the lowest responsible bid in the amount of \$172,967.00; which is recommended for the bid award.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve awarding a contract to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$172,967.00 as the lowest compliant bid that meets specifications.

### **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 17, 2017 at 2:00 p.m.

**FOR:** Sterling Estates Fourth Subdivision – Ebony Lane  
Paving District No. 1262

**DEPARTMENT:** Public Works

**ESTIMATE:** \$246,725.00

**FUND/ACCOUNT:** 21000001-2100-40021

**PUBLICATION DATE:** December 17, 2016

**NO. POTENTIAL BIDDERS:** 20

**SUMMARY**

<b>Bidder:</b>	<b><u>Gehring Const. &amp; Ready Mix Co.</u></b> Columbus, NE	<b><u>Blessing Construction</u></b> Kearney, NE
<b>Bid Security:</b>	Universal Surety Co.	Hudson Insurance Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$173,706.36	\$249,759.00
<b>Bidder:</b>	<b><u>The Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>Myers Construction, Inc.</u></b> Broken Bow, NE
<b>Bid Security:</b>	Universal Surety Co.	Merchants Bonding Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$172,967.00	\$228,727.00

cc: John Collins, Public Works Director  
Marlan Ferguson, City Administrator  
Terry Brown, PW Engineering Services

Catrina DeLosh, PW Admin. Assist.  
Renae Griffiths, Finance Director

**P1931**



## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **The Diamond Engineering Company**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **STERLING ESTATES FOURTH SUBDIVISION – EBONY LANE; PAVING DISTRICT NO. 1262**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **ONE HUNDRED SEVENTY TWO THOUSAND NINE HUNDRED SIXTY SEVEN & 00/100 DOLLARS (\$172,967.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **STERLING ESTATES FOURTH SUBDIVISION – EBONY LANE; PAVING DISTRICT NO. 1262**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved, and that the work in this contract shall be substantially completed by August 1, 2017. Final completion for all items aside from seeding shall be August 15, 2017. Seeding establishment date shall be November 30, 2017.

ARTICLE V. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VIII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE IX. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE X. The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE XII. LB 403: Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

## THE DIAMOND ENGINEERING COMPANY

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA,

By \_\_\_\_\_

Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

The contract and bond are in due form according to law and are hereby approved.

Attorney for the City

Date \_\_\_\_\_

## **APPENDIX A – TITLE VI NON-DISCRIMINATION -**

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
  - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2017-36

WHEREAS, the City of Grand Island invited sealed bids for Sterling Estates Fourth Subdivision – Ebony Lane; Project No. 1262, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on January 17, 2017 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$172,967.00; and

WHEREAS, The Diamond Engineering Company's bid is considered fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$172,967.00 for Sterling Estates Fourth Subdivision – Ebony Lane; Project No. 1262 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item I-1

**#2017-37 - Approving Request from Salome Bernal dba Rey de Espadas, 1403 S. Eddy Street for a Class “I” Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2017-37

WHEREAS, an application was filed by Salome Bernal doing business as Rey de Espadas, 1403 South Eddy Street for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 4, 2017; such publication cost being \$16.28; and

WHEREAS, a public hearing was held on February 14, 2017 for the purpose of discussing such liquor license application.

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney





# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item I-2

**#2017-38 - Consideration of Approving Redevelopment Plan for  
CRA Area 6 located at 204 Carey Avenue (Think Smart, LLC)**

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

Staff Contact: Chad Nabity

## RESOLUTION 2017-38

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 6 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: site preparation, planning activities, public amenities, private roads, necessary utility extensions and improvements, and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 6 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
  - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

Think Smart, LLC

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Think Smart, LLC



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item I-3

**#2017-39 - Consideration of Approving an Amendment to the Redevelopment Plan for CRA Area 1 located at 112 West 2nd Street (Peaceful Root, LLC)**

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

Staff Contact: Chad Nabity

## RESOLUTION 2017-39

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 1 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: site preparation, planning activities, public amenities, private roads, necessary utility extensions and improvements, and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
  - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

Peaceful Root – 112 W. Second



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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

Peaceful Root – 112 W. Second



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item I-4

**#2017-40 - Consideration of Approving CRA Area 20 Blighted and Substandard Study for 285.26 Acres at the Former Cornhusker Army Ammunition Plant located at the Northwest Corner of 70th and Old Potash Highway (Pat O'Neill)**

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

Staff Contact: Chad Nabity

R E S O L U T I O N   2017-40

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, Patrick O'Neill, owner of O'Neill Wood Resources, has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 20; and

WHEREAS, Marvin Planning Associates completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, the study was presented to the Grand Island City Council on December 13, 2016 and

WHEREAS, on December 13, 2016, the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and made a recommendation regarding the study at its January 4, 2017 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on February 14, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 20 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ February 10, 2017 <input type="checkbox"/> City Attorney
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# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item I-5

**#2017-41 - Consideration of Approving CRA Area 21 Blighted and Substandard Study for 35.62 Acres located along U.S. Highway 30, North of Seedling Mile Road and East of Stuhr Road (Craig & Lesa Dixon)**

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

Staff Contact: Chad Nabity

R E S O L U T I O N   2017-41

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, Craig and Lesa Dixon, have caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 21; and

WHEREAS, Marvin Planning Associates completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, the Dixsons presented such study to the Grand Island City Council on December 27, 2016 and

WHEREAS, on December 27, 2016 the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and made a recommendation regarding the study at its February 1, 2017 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on February 14, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 21 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ February 10, 2017 <input type="checkbox"/> City Attorney
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# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item I-6

**#2017-42 - Consideration of Approving CRA Area 22 Blighted and Substandard Study for 281.8 Acres at the Former Cornhusker Army Ammunition Plant located in North of Old Potash Highway and West of 80th Road (Platte River Industrial Park, LLC)**

*This item relates to the aforementioned Public Hearing item E-6.*

Staff Contact: Chad Nabity

R E S O L U T I O N   2017-42

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, Platte River Industrial Park LLC, an affiliate of Hornady Manufacturing, has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 22; and

WHEREAS, Marvin Planning Associates completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, the study was presented to the Grand Island City Council on December 27, 2016 and

WHEREAS, on December 27, 2016, the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and made a recommendation regarding the study at its February 1, 2017 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on February 14, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 22 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ February 10, 2017 <input type="checkbox"/> City Attorney
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# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item I-7

### **#2017-43 - Consideration of Approving Tap Fees for Sanitary Sewer District No. 528**

*This item relates to the aforementioned Board of Equalization item D-1.*

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



# RESOLUTION 2017-43

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 528, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 528 to be the total sum of \$1,900,546.70, with credits of \$1,007,492.06 for a revised connection fee total of \$893,054.64; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 528, such benefits are the sums set opposite the several descriptions as follows:

## Sanitary Sewer District No. 528 -

Parcel #	Owner	Legal	Totals	Conn Amt Prev Paid	Grand Totals Per Owner
400215985	Robin Stauffer Trustee	Alda Twp PT SE 1/4 NE 1/4 & PT E 1/2 SE 1/4 1-10-10 87.48 ac	\$142,268.77	\$ -	\$142,268.77
400215977	Daniel P & Susan M Springer	Stauffer Sub Lot 1 5.03 ac	\$ 42,157.68	\$ -	\$ 42,157.68
400219298 400219433 400219441	Robco LLC, c/o Cody Wray	Lots 1, 2, 3, 14, 15 Wildwood Sub	\$131,989.15	\$ 66,009.11	\$ 65,980.04
400219336 400219360 400219417 400219425 400219352	Rich & Sons Camper Sales of GI	Lot 4, 7, 12, 13 Wildwood Sub & Lot 1 Hiser Sub	\$132,115.43	\$ 5,936.25	\$126,179.18
400219379 400219387 400219395 400219409	BBRE Partnership	Lot 8, 9, 10, 11 Wildwood Sub	\$ 96,707.89		\$ 96,707.89
400219468	JPK & CMA Enterprises, Inc.	Lot 1, Wildwood Second Sub	\$ 47,328.12	\$ -	\$ 47,328.12
400219476	GMS Enterprises, Inc.	Lot 2, Wildwood Second Sub	\$ 42,820.68	\$ -	\$ 42,820.68
400219484 400219492 400219506	Central Cooperatives Nonstock Transport Co.	Lot 18, 19, 20 Wildwood Sub	\$ 67,611.60	\$ -	\$ 67,611.60
400219522	Nebraska Transport Co., Inc.	Lot 21, 22 Wildwood Sub	\$ 91,696.51	\$ -	\$ 91,696.51
400219530	American Freightways, Inc.	Lot 23, 24, 25 Wildwood Sub	\$ 71,157.73	\$ -	\$ 71,157.73
400219549 400219557 400289377 400217171	Man Properties, LLC	Lot 26, 27 Wildwood Sub & Misc Tracts 12-10-10 PT NE ¼, NE ¼ & 12-10-10 PT NE ¼, NE 1/4	\$ 99,146.44	\$ -	\$ 99,146.44
<b>TOTALS:</b>			<b>\$965,000.00</b>	<b>\$ 71,945.36</b>	<b>\$893,054.64</b>

Approved as to Form ☐ \_\_\_\_\_  
February 8, 2017 ☐ City Attorney

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

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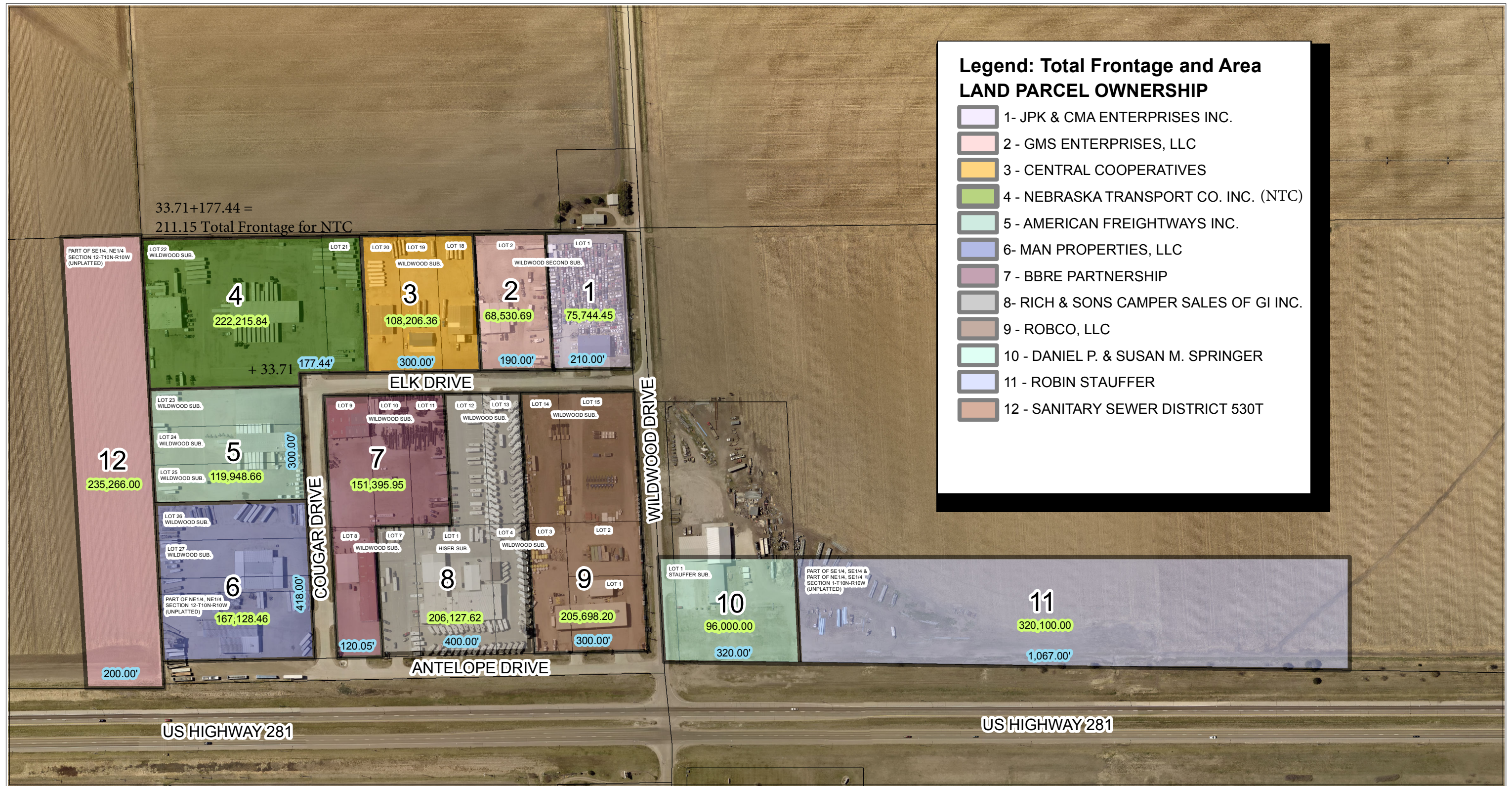
Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk





# SANITARY SEWER DISTRICT 528(T)







# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item I-8

**#2017-44 - Consideration of Approving Agreement with the  
Central Nebraska Humane Society**

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Attorney

**Meeting:** February 14, 2017

**Subject:** Animal Control Agreement with the Central Nebraska Humane Society

**Presenter(s):** Jerry Janulewicz, City Attorney

## **Background**

The City of Grand Island and Central Nebraska Humane Society (CNHS) previously entered into an agreement for CNHS to provide Animal Control and Pet Licensing services for the City. By its terms, this agreement expired at midnight on October 31, 2016. On October 25, 2016, Council approved a proposed agreement for animal control services with CNHS for a one-year term, with automatic annual renewals unless either party gave notice on non-renewal. However, the agreement approved by Council on October 25 was not approved by the CNHS Board of Directors. Following notice that CNHS did not approve the agreement, City's legal staff engaged in negotiations with CNHS, represented by its Director and a lawyer-board member, resulting in the agreement now before Council.

The proposed agreement does not change the basic structure of the agreement approved by Council in October. The services provided and the consideration for those services remain the same. During negotiations, changes were made throughout the agreement previously approved by Council. The majority of those changes were of a grammatical or stylistic nature. Substantive changes include:

- Provide a mechanism for changes in office hours and approval of changes by the City;
- Substitute quarterly activity reports to the City in place of annual reports;
- Change observed holidays by deleting Labor Day and Veterans Day and adding Easter Sunday;
- Delete requirement that CNHS provide the City with copies of complaints it receives;
- Revise references to Central District Health Department to conform to current sharing of information between CNHS and the health department;
- Additional insurance requirements;
- Provide for the City's obligation to maintain, to the extent provided by law, the confidentiality of CNHS' annual audit;

- Expressly state that animal control officers are employees of CNHS, which is responsible for providing proper training of its employees;
- Provide for mutual indemnification obligation of the parties; and
- Provide express language to the effect that CNHS, in performing its duties under the agreement, is performing traditional governmental functions.

Historically, the agreements between the City and CNHS required CNHS's policies be attached to the agreement as exhibits. CNHS's board and administration were concerned the exhibits attached to the prior agreements were poorly written and did not accurately express current policies and procedures. The process of updating its written policies and procedures appears to have been the cause for some of the delay in finalizing negotiations of the currently proposed agreement. CNHS's recently revised policies and procedures are attachments to the agreement.

### **Discussion**

City Administration and CNHS have reached a mutual agreement, subject to Council approval. CNHS will continue to provide Animal Control services for the City.

The proposed agreement is a yearly agreement with automatic renewals, but may be terminated by either party upon 90 days' notice. The agreement price is a flat fee of \$370,000.00 paid in monthly payments. CNHS will continue to enforce City Code as it pertains to animals. CNHS will continue to license pets, but the City will be responsible for distributing licenses to and collecting license fees from area veterinarians.

As was provided in the agreement approved by Council in October 2016, CNHS will provide two animal control officers employed full-time along with one vehicle. The Priority One calls remain modified to reduce the number of after-hours call-outs.

### **Alternatives**

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

1. Move to approve
2. Move to deny

### **Recommendation**

City Administration recommends that the Council approve the agreement with the Central Nebraska Humane Society.

### **Sample Motion**

Move to approve the agreement with the Central Nebraska Humane Society.

## AGREEMENT

THIS AGREEMENT is made on this \_\_\_\_\_ day of February 2017, by and between the City Of Grand Island, Nebraska, a Municipal Corporation, hereinafter referred to as the “City” and the Central Nebraska Humane Society, Inc., a Non-Profit Corporation, hereinafter referred to as the “CNHS.”

### ARTICLE I. STATEMENT OF PURPOSE

This Agreement will set forth the terms and conditions under which CNHS shall administer and enforce the ordinances of the City pertaining to animals in accordance with the parties’ mutual objectives and principles. This Agreement will address the sheltering, care, and disposition of such animals. It is agreed that humane treatment of animals, protection of the public, and compliance with the law are the primary objectives of enforcement.

### ARTICLE II. TERM OF AGREEMENT

Upon its approval by City Council and CNHS Board of Directors and execution by the Mayor and President of the CNHS Board of Directors, this Agreement shall be effective November 1, 2016, and shall continue in full force and effect for a term of one year (the “Initial Term”) unless earlier terminated by either party. Upon expiration of the Initial Term, this Agreement shall be automatically extended for successive terms of one year each commencing on November 1 unless terminated by either party. It is specifically agreed and understood that either party shall have the right to terminate this Agreement at any time by giving the other party ninety (90) days written notice in advance of the termination date.

### ARTICLE III. CNHS DUTIES

In the performance of this Agreement, CNHS shall serve as an animal control authority for City and shall have the following duties:

A) CNHS shall furnish, maintain, and operate an animal control shelter with equipment, supplies, and facilities to be utilized in connection with CNHS's performance of this Agreement. CNHS shall respond and investigate complaints of violations of Chapter 5 of the Grand Island City Code (hereinafter referred to as "the Code") in a professional and efficient manner.

B) Animal Control shall remain open during all regular business hours of CNHS which are hereby defined as Monday through Friday from 10:00 a.m. to 6:00 p.m., Saturday from 10:00 a.m. to 5:00 p.m., and Sunday from 1:00 p.m. to 5:00 p.m., or other regular business hours of CNHS as determined by the Board of Directors for CNHS and approved by City, which approval shall not be unreasonably withheld. CNHS will notify City of any proposed changes in regular business hours of CNHS at least ten (10) days prior to such change. Animal Control will not be open or on call on the following holidays:

- 1) New Year's Day – January 1;
- 2) Easter Sunday;
- 3) Memorial Day – Last Monday in May;
- 4) Independence Day – July 4;
- 5) Thanksgiving Day – Fourth Thursday in November; or
- 6) Christmas Day – December 25.

For those holidays which shall fall on a weekend, the Animal Control shall also be closed on the day of observation by City as well as the holiday itself.



C) CNHS shall maintain a business telephone and publish such phone number.

D) CNHS shall employ at least two (2) full time officers and such additional personnel as is necessary to fulfill the requirements of this Agreement, maintain one (1) vehicle and three (3) night-drop kennels for the purpose of staffing the animal control shelter, and provide services in the administration and enforcement of the Code pertaining to animals within the city limits of Grand Island. At least one (1) Animal Control Officer shall be on duty during all regular business hours of the CNHS.

E) An Animal Control Officer shall be on-call for Priority One calls at all times, including holidays, that the Animal Control Officer is not regularly scheduled. Priority One calls are detailed in Exhibit "A" to this Contract. The name and telephone number of said on-call Animal Control Officers shall be maintained with the Grand Island-Hall County Emergency Center.

F) CNHS will provide employees and equipment on standby for emergency services such as bite cases, ill/injured animal cases, dangerous or vicious animals as defined by the Code, picking up and transporting animals that have been confined, and bite/rabies investigation during regular business hours. Any services provided after hours will be a separate fee as listed on City of Grand Island Fee Schedule paid by the owner of said animal.

G) CNHS's Animal Control Officers shall investigate, during regular business hours, complaints concerning violations of the Code and shall take such steps as are necessary to administer and enforce said ordinances.

H) During regular business hours, CNHS shall collect and dispose of all deceased animals except domestic livestock found upon City streets, alleys, avenues, or other property owned by or controlled by City weighing seventy-five (75) pounds or less. CNHS will coordinate with City's Public Works Department, specifically the Streets Division, for the removal of deceased animals larger than seventy-five (75) pounds or that exceeds CNHS's equipment capacity.

I) During regular business hours, CNHS shall collect and remove domestic animals and other animals found running at large within the corporate limits of City and, at the discretion of the Animal Control Officer, return such animals to their owners, issue a citation, or impound and care for such animals in a humane manner.

J) Upon reasonable advance notice of no less than seven (7) business days, City may audit the records of CNHS regarding animal control.

K) CNHS shall retain all fees collected from the impounding, boarding, observation, adoption, redemption or sale of animals found within the corporate limits of City. Animals held by CNHS in its capacity of Animal Control at the direction of the City for a period in excess of twenty (20) calendar days, shall incur a fee of \$20.00 per day per animal. CNHS shall remit a bill monthly to City, and the City shall remit payment within thirty (30) days after legal proceedings have been concluded, or surrender of the animal(s) occurs. It is agreed that this fee will not apply to instances where an animal is being held for rabies observation.

L) CNHS shall provide adoption services pursuant to its policies, procedures, and mission statement, and in compliance with any applicable holding requirement contained within the Code.

M) CNHS's Animal Control Officers shall be empowered to issue warning citations in connection with the performance of their duties and refer complaints and requests for prosecution for violations of the Code to the City Attorney, or their designee.

N) CNHS shall maintain written policies and procedures with respect to its performance of this Agreement, a current copy of which shall be maintained on file with City Clerk. A current set of written policies and procedures is attached hereto as Exhibit "B" and made a part hereof by reference. All future amendments to the written policies and procedures shall be submitted to the Grand Island City Administrator for comment and input at least thirty (30) days prior to implementation except in instances of an emergency.

O) CNHS shall maintain a published list of charges for all of its services and products; a current copy of which shall be maintained with the City Clerk. A current copy of charges for services and products is attached hereto as Exhibit "C" and made a part hereof by reference. All future amendments to the list of charges shall be submitted to the City Administrator for comment and recommendations at least thirty (30) days prior to their institution except in instances of an emergency.

P) CNHS shall collect all fees in connection with its performance of this Agreement, and maintain complete financial records concerning its receipts and expenditures in connection with the performance of this Agreement and shall provide copies of current financial statements pertaining to Animal Control to City upon request, but not less than annually. Upon request, CNHS will make all of their financial records concerning the performance of this Agreement available to City for review or audit.

Q) CNHS shall file a quarterly activity report with the City Administrator concerning its activity in connection with its performance of this Agreement. Specific requirements for the quarterly report are set forth in Exhibit "D."

R) CNHS and City shall maintain for a period of two (2) years, written records of citizen complaints of a significant nature relating to animals and the operations of Animal Control within the corporate limits of City.

S) CNHS shall adopt procedures consistent with City Code regarding impounding, testing and disposal of animals which have bitten or are suspected of biting any person or animal and, when appropriate, CNHS will provide to Central District Health Department information concerning biting incidents.

T) CNHS shall purchase and maintain during the term of this Agreement, or its renewals, insurance providing the following coverage and shall file certificates of insurance with City Clerk:

(1) Employer's liability and Workmen's Compensation Insurance as required by laws of the State of Nebraska;

(2) Automobile public liability and property damage insurance with minimum limits of \$1,000,000 single limit;

(3) Public liability insurance, including premises insurance for the animal shelter, with minimum limits of \$1,000,000 single limit;

(4) Professional Liability insurance with minimum limits of \$1,000,000 per incident; and

(5) Umbrella Liability insurance with a minimum limit of \$1,000,000 per occurrence (such insurance to be excess of the other primary limits of insurance –

Employer's Liability, Automobile Liability, Public Liability (General Liability) and Professional Liability).

City shall be listed as an additional named insured on all liability policies. Said certificates of insurance shall state that fifteen (15) days written notice shall be given to City before any policy covered thereby is changed or canceled. CNHS shall maintain on file with the Grand Island City Clerk current copies of its written Agreements with other jurisdictions or political subdivisions.

U) CNHC shall annually deliver to the City a complete copy of the annual audit/financial review of CNHS. To the extent permitted by law, City agrees to maintain the confidentiality of CNHS's financial records. If City receives a request to disclose a copy of the annual audit/financial review of CNHS, City shall provide notice and a copy of such request to CNHS, which shall have four days in which to object to the disclosure. The audit/financial review shall be provided to the City within 30 days of its receipt by CNHS.

V) CNHS officials and animal control officers are at all times the employees and agents of CNHS and this Agreement does not constitute such officials or animal control officers employees of the City. Animal Control Officers shall be trained and have relevant continuing education provided to them by the Humane Society.

#### ARTICLE IV. DUTIES OF CITY

In the performance of this Agreement, City shall have the following duties:

A) City shall cooperate with CNHS whenever necessary to aid in the enforcement and administration of the Code. City shall designate a member of the Grand

Island City Council to liaison with the Board of Directors of CNHS in connection with the duties of this contract.

B) The Communication Center will receive telephone calls concerning violations of the Code at all times. The Animal Control Officer will only respond to after-hours calls if they are defined as Priority One calls as defined on Exhibit "A".

C) During the term of this Agreement, City shall pay to CNHS the amounts authorized by the Mayor and City Council as shown in its adopted budgeted statements and annual appropriation ordinances. In addition to the fees and charges to be retained by CNHS as provided in Article III above, for the Initial Term, CNHS shall receive from City as compensation for the services provided herein an annual fee of \$370,000.00 (the "base rate") that will be paid in twelve (12) equal monthly installments of \$30,833.33 beginning in November 2016 with such payment to be received by CNHS no later than the 15<sup>th</sup> of the month. For the renewal term beginning November 1, 2017 and each succeeding term thereafter the base rate will be negotiated, with such negotiations to begin no later than July 1

D) City shall inform CNHS of any revisions or amendments to the Code, at least sixty (60) days in advance of the revisions or amendment, and, notwithstanding any other provision of this Agreement CNHS shall have the option to terminate this Agreement upon sixty (60) days' notice if it unable to perform this Agreement under the revisions or amendment

E) During the period that this Agreement is in effect, City and CNHS shall conduct meetings a minimum of two (2) times per year for the purpose of reviewing the performance of CNHS in connection with the Agreement. For the purposes of such

meetings, the representatives shall be the Executive Director of CNHS (or his/her designee), the President of the Board of Directors for CNHS (or his/her designee), and City Administrator (or his/her designee). The meetings will be set at the discretion of City.

G) City shall make available to CNHS Fleet Services of City of Grand Island for servicing of the required vehicle under this Agreement. CNHS shall be responsible for payment of the cost of those services to Fleet Services, inclusive of the cost of fuel purchased.

H) City shall be responsible for the issuance of all pet licenses within the City limits.

#### ARTICLE V. CHOICE OF LAWS

This Agreement shall be construed to be in accordance with the Grand Island City Code and the laws of the State of Nebraska.

#### ARTICLE VI. INDEMNIFICATION

With respect to acts or omissions occurring on or after the date this Agreement is approved by the parties' governing bodies and executed by the Mayor and CNHS's President of the Board of Directors, each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents or subcontractors while performing their duties under this Agreement, provided that the other Party gives the indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action.

The rights, duties and obligations set forth in this section survive termination or

expiration of this agreement.

#### ARTICLE VII. ASSIGNMENT

CNHS shall not assign its rights under this Agreement without the express prior written consent of City.

#### ARTICLE VIII. INDEPENDENCE OF CNHS

During the term of this agreement, CNHS, its officers, employees, agents, and volunteers, shall act in an independent capacity and not as officers, employees, or volunteers of City. The Parties agree that CNHS in performing its duties under this Agreement is performing traditional government functions.

#### ARTICLE IX. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

CNHS is an Equal Opportunity Employer. It is the intent of CNHS to provide equal employment opportunity in its employment practices for all persons and will not discriminate on the basis of race, color religion, sex, sexual orientation, age or national origin, or against any qualified handicapped/disable individual

#### ARTICLE X. AGREEMENT

This Agreement constitutes the entire agreement between CNHS and City notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.



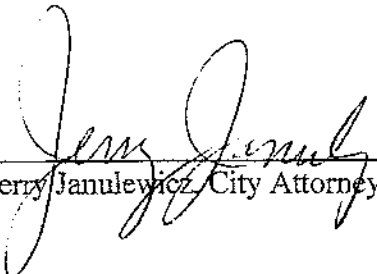
**CITY OF GRAND ISLAND, NEBRASKA,**

By: \_\_\_\_\_  
Jeremy Jensen, Mayor

\_\_\_\_\_  
Date


Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.

  
\_\_\_\_\_  
Jerry Janulewicz, City Attorney

2/9/17  
\_\_\_\_\_  
Date

**CENTRAL NEBRASKA HUMANE SOCIETY, INC.,  
A Non-Profit Corporation**

By:   
\_\_\_\_\_  
Leisa Rowe, President of the Board

2/8/17  
\_\_\_\_\_  
Date

Attest:   
\_\_\_\_\_  
Taryn Hansen

Approved by Resolution 2016-\_\_\_\_\_

## **EXHIBIT A**

### **PRIORITY ONE CALLS – RESPONSE IS 24/7**

**AGENCY ASSISTANCE:** A request for police, sheriff, state patrol, fire or health department. Animal Control will respond to agency assist calls at ALL times.

#### **Information needed:**

1. Name of department requesting assistance;
2. Type of assistance required;
3. Address where assistance is required;
4. Name of contact at site; and
5. Other pertinent information for animal control officer, i.e., hazardous material, specific equipment needed, warrant, etc.

Agency Assistance will only be utilized for situations such as car accident, structure fires, or other situations when the animal's safety is at risk. Agency Assistance is not to be used for situations such as the execution of an arrest or search warrant where the animal is not in immediate danger, i.e., the animal can safely be left at the residence overnight.

**BITE:** Animal Control Officers will respond to ALL bite calls at all times.

#### **Information needed:**

1. Did the bite break the skin?
2. What date and time did the bite occur?
3. Is immediate medical attention needed?
4. Where is the victim (at home, hospital, etc.)?
5. Is transportation available (if required)?
6. What is the location and description of the animal?
7. Is the animal confined?
8. What is name and address of person making the call?
9. What is the animal's owner name and address?

#### **Directions to be given caller:**

1. Is transportation for the victim required? Call ambulance, animal control officer cannot transport victim.
2. Medical attention required; contact their family physician. **Minor wounds** - should be washed with soap and water for (5) five minutes.
3. Inform caller that animal control and police will make contact with victim and witnesses.

## **POTENTIALLY DANGEROUS AND DANGERS ANIMALS:**

**POTENTIALLY DANGEROUS** is defined as any animal that when provoked: 1) inflicts a non-serve injury on a human or injures a domestic animal either on public or private property; 2) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or 3) specific dog with known propensity, tendency or deposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

**DANGEROUS** is defined as any animal that, according to the records of the Central Nebraska Humane Society: (a) has killed or inflicted severe injury on a human being on public or private property; (b) has killed a domestic animal without provocation while the animal was off the owner's property; or (c) has been previously determined to be a potentially dangerous animal by an Animal Control officer and the owner has received notice of such determination and such animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals. A dog shall not be defined as a dangerous dog if the threat, any injury that is not a severe injury, or the damage was sustained by a person who at the time, was committing a willful trespass or any other tort upon the property of the owner of the dog, who was tormenting, abusing, or assaulting the dog, who has, in the past, been observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime.

### **Information needed:**

1. Location of animal?
2. Description of animal?
3. Is animal confined?
4. When and where was the animal seen last?
5. Name and address of owner, if known.
6. Reason caller is suspicious of the animal?
7. Name, address and phone number of caller.
8. Animal must have been "declared potentially dangerous or dangerous" by animal advisory board and recorded at CNHS on "declared list."

### **Directions to be given caller:**

1. Inform caller to stay away from the animal!
2. Inform caller an animal control officer will be responding and will need to get more information.

**CRUELTY:** Generally refers to animals that are beaten, tortured, burned, mutilated, or killed. Do not try to move the animal, unless necessary. **BE CAREFUL NOT TO BE BITTEN.** If injury is also, caused by **ILLEGAL ACTION** *i.e.* **shooting, trapping, poisoning, fighting,** have the witnesses remain at the scene or get names and addresses of witnesses.

### **Information needed:**

1. Is the animal in immediate danger?
2. Description of animal?
3. Location of animal?
4. Name and address of owner, if known.
5. Name and address of abuser, if known.
6. What type of cruelty? Beaten, tortured, burned, mutilated or killed.
7. Name, address and phone number of caller.
8. Name, address and phone number of witnesses.

## **EXHIBIT B**

### **Policies and Procedures of the CNHS**

#### **RUNNING AT LARGE**

Animal Control will receive a call from GIEC or the public will call CNHS and report that an animal is running at large. The Animal Control Officer will respond to the call. Upon arrival to the reported location the Animal Control Officer will search for the animal(s) matching the description given. When spotted, the Animal Control Officer will pursue and obtain (by any means) any animal(s) spotted running at large. All animals obtained while running at large will be impounded at the Central Nebraska Humane Society.

#### **CANINE INTAKE**

ACO has brought in dog from Running at Large, or Confined:

- 1) Bring in dog into Surrender Room;
- 2) Obtain a birth card;
- 3) Scan dog for microchip;
- 4) If dog has microchip- write down on birth card;
- 5) Look up microchip in PetPoint;
- 6) If not in PetPoint leave note for front desk to call about chip registration;
- 7) Prepare Shots (Distemper Parvo, and Bordetella);
- 8) Give dog shots;
- 9) Spray dog with frontline;
- 10) Take picture of dog;
- 11) Check Lost Dog Book;
- 12) Finish filling out Birth Card;
- 13) If known owners (or you found owners through tags, or chip) write on bottom of Birth Card;
- 14) Locate open ACO canine Kennel on Dry Erase Board;
- 15) Place dog in designated open kennel in ACO canine;
- 16) Fill out ACO Dry erase board with proper info (Name, Breed, Sex, Age, Date Arrived, Date CNHS property); and
- 17) Place completed Birth Card in Front Desk Basket.

### **CONFINED STRAY (CAT OR DOG)**

Animal Control receives call from GIEC or concerned citizen. Report is made that there is a confined cat/dog.

- 1) Animal Control Officer proceeds to reported address;
- 2) Animal Control Officer retrieves animal and asks if finder can give any information about animal;
- 3) Returns animal to CNHS; and
- 4) Follows Animal intake Procedure

### **BATS**

Animal Control receives report of a bat inside a home or business during regular business hours. **MUST BE INSIDE THE LIVING QUARTERS OF THE HOME (NOT ATTIC OR GARAGE) OR BUSINESS, WE DO NOT CATCH BATS OUTSIDE.**

- 1) ACO proceeds to reported address.
- 2) Take net, coffee can, and flashlight and enter home/business.
- 3) Search for bat.
- 4) If you find bat clinging to something use coffee can to catch.
- 5) If bat is fling use net to trap bat. Swing net through air and catch bat then quickly (but gently) place net on floor (trapping bat between net and floor) using coffee can gently move can under net below bat. Using gloved fingers pry bats wings from net so bat will fall into coffee can. Leaving can under net use your other hand to place lid under net and onto the coffee can. Do this all very gently as bats are actually quite fragile.
- 6) Talk to caller or other resident of the home to determine if the bat was in a bedroom with a sleeping person or in a home with a disabled person, or as knowingly bitten anyone.
- 7) If yes to #6 bat must be taken back to CNHS and euthanized.
  - a. After euthanized place in plastic zip lock and write date and location found with permanent marker and place in fridge (NEVER FREEZE).
  - b. Follow Rabies preparation procedure.
- 8) If no to #6 bat can be relocated to the country, try finding somewhere with lots of trees.

## EXHIBIT C

### CHARGES FOR SERVICE

#### Adoption

Dog 1+	\$120.00
Puppy	\$165.00
Cat 1+	\$50.00
Cat 5+ (farm)	\$25.00
Kitten	\$75.00
Small Animal	\$15.00
Chicken	\$5.00
Rescue Transfer Fee	\$75.00

#### Surrender

Dog in County	\$25.00
Dog outside	\$35.00
Litter puppies	\$45.00
Cat in county	\$15.00
Cat outside	\$25.00
Litter kittens	\$35.00

#### Claims

1st Offense	\$25.00
2nd Offense	\$75.00
3rd + Offense	\$150.00

#### Pet Licenses

New altered	\$16.00
New intact	\$41.00

Late altered	\$26.00
Late intact	\$51.00
<b><u>Boarding</u></b>	
Per day	\$12.00
<b><u>Grooming</u></b>	
Varies depending on situation will need to charge tax	
<b><u>Birthday Parties</u></b>	
\$30 deposit upfront	\$75.00
<b><u>Microchips</u></b>	
	\$25.00
<b><u>Trap Rental</u></b>	
Rental	\$50.00
Refund	-\$40.00
<b><u>Rabies Observation</u></b>	
Observation Deposit	\$100.00
Balance due upon release	\$161.00
<b><u>Rabies Test</u></b>	
	\$40.00
Annual Insp Fee (Dangerous Dog)	
	\$100.00
<b><u>Cemetery Income</u></b>	
Headstone	\$280.37
<b><u>Memorial Garden</u></b>	
Remembrance Stone	\$100.00
<b><u>Kennel Sponsor</u></b>	



Dog	\$500.00
Cat	\$250.00
<u>Hall of Fame</u>	
	\$100.00
DNA Kits	
	\$69.95

**EXHIBIT D**  
**Animal Control Ticket Tracking Chart**  
**Month and Year**

Case Type	Total Incidents	Unfounded	Warning	Cited	Complied With Citation/Warning	Referred To City Attorney	Referred to County Attorney	Pending Cites	Notes
Abandoned	0	0	0	0	0	0	0	0	
Attack Case	0	0	0	0	0	0	0	0	
Bite Case	0	0	0	0	0	0	0	0	
City License	0	0	0	0	0	0	0	0	
Cruelty or Neglect	0	0	0	0	0	0	0	0	
Explain Leash Law	0	0	0	0	0	0	0	0	
Livestock	0	0	0	0	0	0	0	0	
Pet Excreta	0	0	0	0	0	0	0	0	
Rabies Vac Required	0	0	0	0	0	0	0	0	
Running at Large	0	0	0	0	0	0	0	0	
Welfare Check	0	0	0	0	0	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

Not Citable Incidents		Total Tickets for the Month	
Agency Assist	0	Warnings	0
Bat	0	Citations	0
Confined Stray	0	<b>Total</b>	<b>0</b>
Deceased	0		
Misc/Encl	0		
Sick/Injured	0		
Wildlife	0		
<b>Total</b>	<b>0</b>		

<b>Total Incidents</b>	<b>0</b>
------------------------	----------

RESOLUTION 2017-44

WHEREAS, City issued a Request for Proposals for animal control services; and

WHEREAS, Central Nebraska Humane Society provided the only proposal received by the City in response to its Request for Proposals; and

WHEREAS, City and Central Nebraska Humane Society entered into negotiations for the provision of animal control services provided within the boundaries of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement between the City of Grand Island and Central Nebraska Humane Society, having an effective date of November 1, 2016, should be and the same hereby is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 10, 2017	▣ City Attorney



# **City of Grand Island**

**Tuesday, February 14, 2017**

**Council Session**

## **Item I-9**

**#2017-45 - Consideration of Approving Purchase of Fiber Optic Cables for the New EM-911 Building**

**Staff Contact: Jon Rosenlund**

# **Council Agenda Memo**

**From:** Jon Rosenlund, Emergency Management Director

**Meeting:** February 14, 2017

**Subject:** Fiber Purchase for Emergency Management/911 Facility

**Presenter(s):** Jon Rosenlund, Emergency Management Director

## **Background**

The construction of the new EM-911 building requires high speed data connectivity back to the City and County IT networks. Following the process of investigating options such as dedicated fiber, dark fiber and installing its own fiber, the Emergency Management Department has determined to install its own fiber to provide data connection to the building.

## **Discussion**

Throughout the fall of 2016, the Emergency Management Department investigated methods of connecting the new EM-911 facility to the City and County IT networks in order to deliver data from both networks, connect the 911 telephone system and provide data redundancy. Options that were investigated included the purchase and installation of fiber and contracts for dedicated fiber and/or dark with private vendors.

The Department determined that the purchase of fiber and its installation by the Grand Island Utilities Department was the most affordable long term solution and also provided the most secure public safety data network. Working with Grand Island Utilities, quotes for the purchase of fiber were gathered and are included in this packet. Following a request for quotes by Utilities, only Graybar Electric Company of Jefferson City, Missouri returned correct quotes that were sufficient for the project as requested.

The Emergency Management Department recommends the purchase of Fiber Optic Cable from Graybar Electric Company of Jefferson City, Missouri in the amount of \$21,262.08 for its installation by the Grand Island Utilities Department.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve this purchase of Fiber Optic Cable.

### **Sample Motion**

Move to approve the purchase of Fiber Optic Cable from Graybar Electric Company of Jefferson City, Missouri in the amount \$21,262.08.

Vendor	Dutton - Lainson		Vendor	Wesco		Vendor	Kriz-Davis		Vendor	Husker Electric		Vendor	Resco	
Quote	Mfg..	Delivery	Quote	Mfg..	Delivery	Quote	Mfg..	Delivery	Quote	Mfg..	Delivery	Quote	Mfg..	Delivery
.84 ft	AFL	26-28 wks	87 ft	AFL	28 weeks	817 ft	AFL	27-29 wks	N/Q			N/Q		
Plus Freight			Plus Freight			Plus Freight								
59.26 ea ?	AFL	8-10 wks	60.98 ea ?	AFL	8-10 wks	60.00 ea ?	AFL	9-11 wks	N/Q			N/Q		
Plus Freight														
237.00 ea	AFL	4-6 wks	243.93 ea	"	"	240.00 ea	AFL	"	N/Q			N/Q		
59.90 ea	AFL	4-6 wks	61.64 ea	"	"	61.00 ea	AFL	"	N/Q			N/Q		
27.03 ea	AFL	4-6 wks	27.81 ea	"	"	28.00 ea	AFL	"	N/Q			N/Q		
Plus Freight			Order 29	Plus Frt										
23.13 ea	AFL	3-4 wks	23.80 ea	"	"	24.00 ea	AFL	"	N/Q			N/Q		
21.53 ea	AFL	3-4 wks	22.16 ea	"	"	22.00 ea	AFL	"	N/Q			N/Q		
Plus Freight														
24.69 ea	Klein	2-3 wks	24.85 ea	Klein	Stock	24.50 ea	Klein	2 weeks	24.58 ea	Klein	1 week	25.40 ea	Klein	Stock
9.07 ea	"	"	9.13 ea	"	"	9.00 ea	"	"	9.00 ea	"	"	9.35 ea	"	Stock
7.50 ea	"	"	7.56 ea	"	"	7.45 ea	"	"	7.47 ea	"	"	7.75 ea	"	2-3 wks
109.22 ea	SPS	2-4 wks	103.00 ea	SPS	2 weeks	115.00 ea	SPS	1-2 wks	107.59 ea	SPS	1-2 wks	106.00 ea	SPS	1-3 wks
Plus Freight						Plus Freight			Plus Freight \$9.00					
29.37 ea	Buck	2-4 wks	19.60 ea	Buck	2-3 wks	21.00 ea	Buck	4-6 wks	N/Q			N/Q		
Plus Freight														

Items #2 thru #7 Freight

Items #2,3,4,6 & 7

Items #2 thru #7

Allowed if Ordered Together

Freight Allowed

All or None

Freight Allowed



CITY OF GRAND ISLAND UTILITIES DEPARTMENT  
P.O.Box 1968, Grand Island, NE 68802-1968

QUOTE No. 13017

DATE 1/20/2017

\*\*\*\*\*REQUEST FOR QUOTE\*\*\*\*\*

Item #	Quantity Ordered	City stock Code	Description	No Subs	Vendor Quote	Graybar Mfg..	Delivery
1	14,000		Ft. - AFL #AE0489C520AA4 Mini Span 424 ADSS 48 Strand Single Mode Fiber .424"	X	.83958 ft	AFL	26-28 wks
2	5		Ea. - AFL #SB-01-72 Splice Can with ST1-72 Tray	X	634.28 ea	AFL	6-8 wks
3	5		Ea. - AFL #CB-44 Coil Bracket	X	240.05 ea	AFL	6-8 wks
4	12		Ea. - AFL #BCK-413/427 SB-01 Connector Kit for ADSS	X	60.66 ea	AFL	6-8 wks
5	20		Ea. - AFL #ADELD2E-424005TE Formed Wire Lite Duty Deadend	X	26.25 ea	AFL	6-8 wks
6	90		Ea. - AFL #ATGN420/474 Tangent	X	23.42 ea	AFL	6-8 wks
7	20		Ea. - AFL #FDOA-B4B4D Down Lead Clamp with Lag Bolt	X	22.07 ea	AFL	6-8 wks
8	6		Ea. - Klein #D213-9NE Side Cut Pliers	X	25.69 ea	Klein	1-2 wls
9	8		Ea. - Klein #600-6 Flat Screwdriver	X	9.44 ea	"	"
10	8		Ea. - Klein #600-4 Flat Screwdriver	X	7.81 ea	"	"
11	5		Ea. - Speed Systems #OHW Ratcheting Box Wrench	X	118.98 ea	SPS	2 weeks
12	10		Ea. - Buckingham #7090 Linemans Skinning Knife	X	21.09 ea	Buck	2 weeks

Klein all or none.

Items #2 thru #7 Must

Comments: If the item you are quoting is PLUS FREIGHT, please estimate freight cost.

Order Together.

Only Complete Quote Received

FIRM SUBMITTING QUOTE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



235 JAYCEE DR  
JEFFERSON CITY MO 65109-1100  
Phone: 573-681-6407  
Fax: 573-636-5139

To: CITY OF GRAND ISLAND - UTILITY  
1116 NW FRONT ST  
GRAND ISLAND NE 68801-4744  
Attn: MARK  
Phone: 308-385-5444  
Fax:  
Email: kevin.schnieders@graybar.com

Date: 01/27/2017  
Proj Name: GRAND ISLAND  
GB Quote #: 0226841091  
Valid From: 01/27/2017  
Valid To: 02/26/2017  
Contact: Kevin Schnieders  
Email: kevin.schnieders@graybar.com

### Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
<b>Notes: ALL AFL ITEMS MUST ORDER TOGETHER EXCEPT FOR LINE #100</b>							
<b>ALL KLEIN ITEMS MUST ORDER TOGETHER</b>							
100	14,000	AFL EA TELECOMMUNIC ATIO	AE0489C520AA4		\$839.58	1000	\$11,754.12
Ship From: Drop Ship-Factory							
***Item Note:*** 26-28 WEEKS							
200	5 EA	AFL TELECOMMUNIC ATIO	SB01-72		\$634.28	1	\$3,171.40
Ship From: Drop Ship-Factory							
300	5 EA	AFL TELECOMMUNIC ATIO	CB-44-3AL		\$240.05	1	\$1,200.25
Ship From: Drop Ship-Factory							
400	12 EA	AFL TELECOMMUNIC ATIO	BCK413/427		\$60.66	1	\$727.92
Ship From: Drop Ship-Factory							

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement.

To: CITY OF GRAND ISLAND - UTILITY  
1116 NW FRONT ST  
GRAND ISLAND NE 68801-4744  
Attn: MARK

Date: 01/27/2017  
Proj Name: GRAND ISLAND  
GB Quote #: 0226841091

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

500	29 EA	AFL	ADELD2E-424005TE	\$26.25	1	\$761.25
		TELECOMMUNIC				
		ATIO				

Ship From: Drop Ship-Factory

600	90 EA	AFL	ATGN420/474	\$23.42	1	\$2,107.80
		TELECOMMUNIC				
		ATIO				

Ship From: Drop Ship-Factory

700	20 EA	AFL	FDOA-B4B4D	\$22.07	1	\$441.40
		TELECOMMUNIC				
		ATIO				

Ship From: Drop Ship-Factory

800	6 EA	KLEIN TOOLS	D213-9NE	\$25.69	1	\$154.14
			SIDE-CUTTING PLIERS HI-LEVERAGE NE 9-1			

GB Part #: 88154074      UPC #: 09264470042

Ship From: Drop Ship-Factory

900	8 EA	KLEIN TOOLS	600-6	\$9.44	1	\$75.52
			SCREWDRIVER CUSHION-GRIP HD SQ-SHANK K			

GB Part #: 88153516      UPC #: 09264485004

Ship From: Drop Ship-Factory

1000	8 EA	KLEIN TOOLS	600-4	\$7.81	1	\$62.48
			SCREWDRIVER CUSHION-GRIP HD SQ-SHANK KE			

GB Part #: 88153515      UPC #: 09264485002

Ship From: Drop Ship-Factory

1100	5 EA	SPEED SYSTEMS OHW		\$118.98	1	\$594.90
		INC				

Ship From: Drop Ship-Factory

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To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
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Page 2 of 4

To: CITY OF GRAND ISLAND - UTILITY  
1116 NW FRONT ST  
GRAND ISLAND NE 68801-4744  
Attn: MARK

Date: 01/27/2017  
Proj Name: GRAND ISLAND  
GB Quote #: 0226841091

### Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1200	10 EA BUCKINGHAM	7090	KNIFE W/RING	\$21.09	1	\$210.90
GB Part #: 22048890    UPC #:						
Ship From: Reship-Factory						

---

Total in USD (Tax not included): \$21,262.08

F O B: F/A

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

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Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement.

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Page 3 of 4

To: CITY OF GRAND ISLAND - UTILITY  
1116 NW FRONT ST  
GRAND ISLAND NE 68801-4744  
Attn: MARK

Date: 01/27/2017  
Proj Name: GRAND ISLAND  
GB Quote #: 0226841091

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

---

### GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. **GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. **PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: \_\_\_\_\_

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

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Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

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RESOLUTION 2017-45

WHEREAS, the Grand Island City Council approved the construction of a new Emergency Management & 911 Facility on land owned by the City near Fire Station #1; and

WHEREAS, this new facility requires high speed, reliable and redundant connectivity to the IT networks operated and maintained by both the City of Grand Island and Hall County; and

WHEREAS, the Department has determined that the purchase and installation of fiber optic cable to connect this new Facility to the City and County IT networks provides the best fiscal and operational benefits; and

WHEREAS, Department has received quotes for the purchase of fiber optic cable sufficient to connect the new facility to the require networks, and found that Graybar Electric Company provided the best and most sufficient quote for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City staff members are authorized and directed to purchase fiber optic cable and associated materials in the amount of \$21,262.08 from Graybar Electric Company of Jefferson City, Missouri for installation by the Grand Island Utilities Department.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2017.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 10, 2017	☐ City Attorney



# City of Grand Island

Tuesday, February 14, 2017

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of January 25, 2017 through February 14, 2017**

*The Claims for the period of January 25, 2017 through February 14, 2017 for a total amount of \$7,030,648.91. A MOTION is in order.*

Staff Contact: Renae Griffiths