
City of Grand Island



Tuesday, July 25, 2017
Council Session Packet

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

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.

Invocation - Pastor Stan Davis, New Life Community Church, 301 West 2nd Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item C-1

Recognition of Anna Sorensen, Senior Public Safety Dispatcher for 20 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Senior Public Safety Dispatcher Anna Sorensen for 20 years of service with the City of Grand. Ms. Sorensen was hired as a Tele communicator/EMD on July 15, 1997 and was promoted to her current position of Sr. Public Safety Dispatcher on May 6, 2002. We congratulate Ms. Sorensen on her dedicated service to the City of Grand Island for the past 20 years.

Staff Contact: Mayor Jeremy Jensen


Twenty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

ANNA SORENSEN

For your Loyalty, Diligence, and Dedicated Service During Your Tenure With





Department Director

6/26/17
Date



Mayor

7/5/17
Date



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item E-1

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area #1 located at 523 E. Division/206 S. Plum (Weinrich
Developments, Inc.)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: July 25, 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, and drainage.

Weinrich Development Inc., the owner of a vacant house at 523 E. Division has submitted a proposed amendment to the redevelopment plan that would provide for demolition and redevelopment of this property for multi-family residential uses in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on June 14, 2017 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on July 5, 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 July 5, 2017. The Planning Commission approved Resolution 2017-12 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 and forwarded the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration at their meeting on July 12, 2017.

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 demolition, site work, and utilities. 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. The Grand Island Public School District was notified of this application and the proposed use of the TIF fund to support residential uses prior to consideration of this application by the CRA on June 14, 2017. Grand Island Public Schools has not expressed any concern with this project. Eligible expenses are estimated at \$52,768 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 \$52,678. It is estimated that this project will have an increment of \$5,669 per year so it will most likely pay off within 10 years.

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
June 2017**

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 PROPERTY LOCATED AT 523 E. DIVISION STREET (206 S. PLUM STREET) FOR RESIDENTIAL USES, INCLUDING DEMOLITION OF THE EXISTING STRUCTURE, SITE WORK AND CONSTRUCTION OF A NEW TWO-STORY, FOUR-UNIT APARTMENT BUILDING AND ALL REQUIRED OFFSTREET PARKING.

The use of Tax Increment Financing to aid in expenses associated with redevelopment of the property located at 523 E. Division Street from a vacant single-family home into a four-unit apartment building. 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 removing a vacant substandard unit and replacing it with four new three-bedroom units. The addition of the residential units is consistent with R-4 High Density Zoning District and additional units are needed to meet the goals of the 2014 Housing Study. This project as proposed would not be possible without the use of TIF.

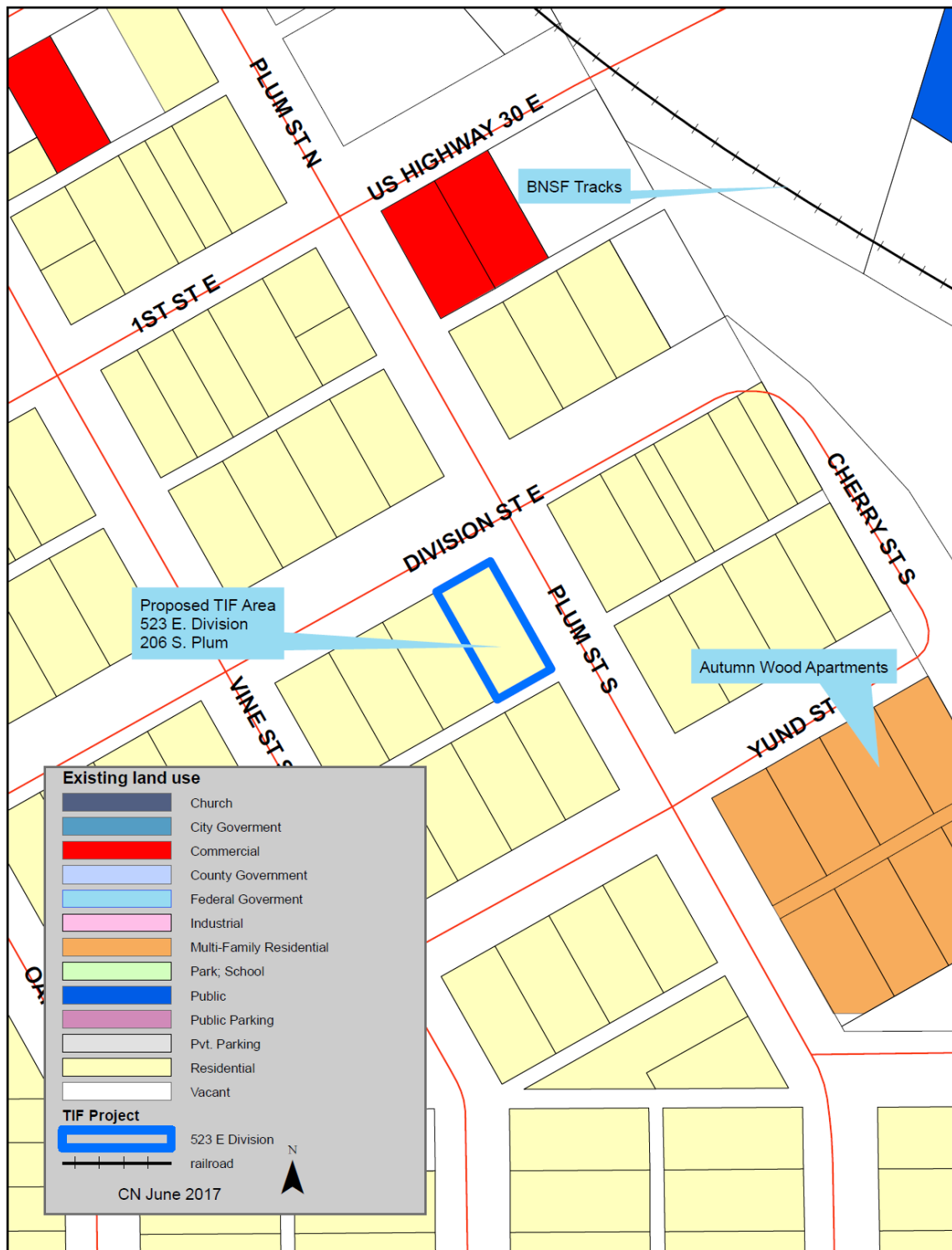
Weinrich Developments Inc. is the owner of the property. They purchased this property in 2013. The purchase price is not included as an eligible TIF activity. The building is currently vacant. The developer is responsible for and has provided evidence that they can secure adequate debt-financing to cover the costs associated with this project. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated for up to 15 years for a period beginning January 1, 2019 towards the allowable costs and associated financing for the renovation of this building.

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

Property Description (the “Redevelopment Project Area”)

523 E. Division Street in Grand Island Nebraska (Address will be changed to 206 S. Plum Street with issuance of a new building permit for the project.)

Legal Descriptions: Lot One (1) in Block One Hundred Forty Six (146) Union Pacific Railway Company’s Second Addition to the City Grand Island, Hall County, Nebraska



Existing Land Use and Subject Property

The tax increment will be captured for the tax years for which the payments become delinquent in years 2018 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 the construction of the proposed apartment building as permitted in the R-4 High Density Residential 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 up to 15 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 July 5, 2017 and passed Resolution 2017-12 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.

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

a. Land Acquisition:

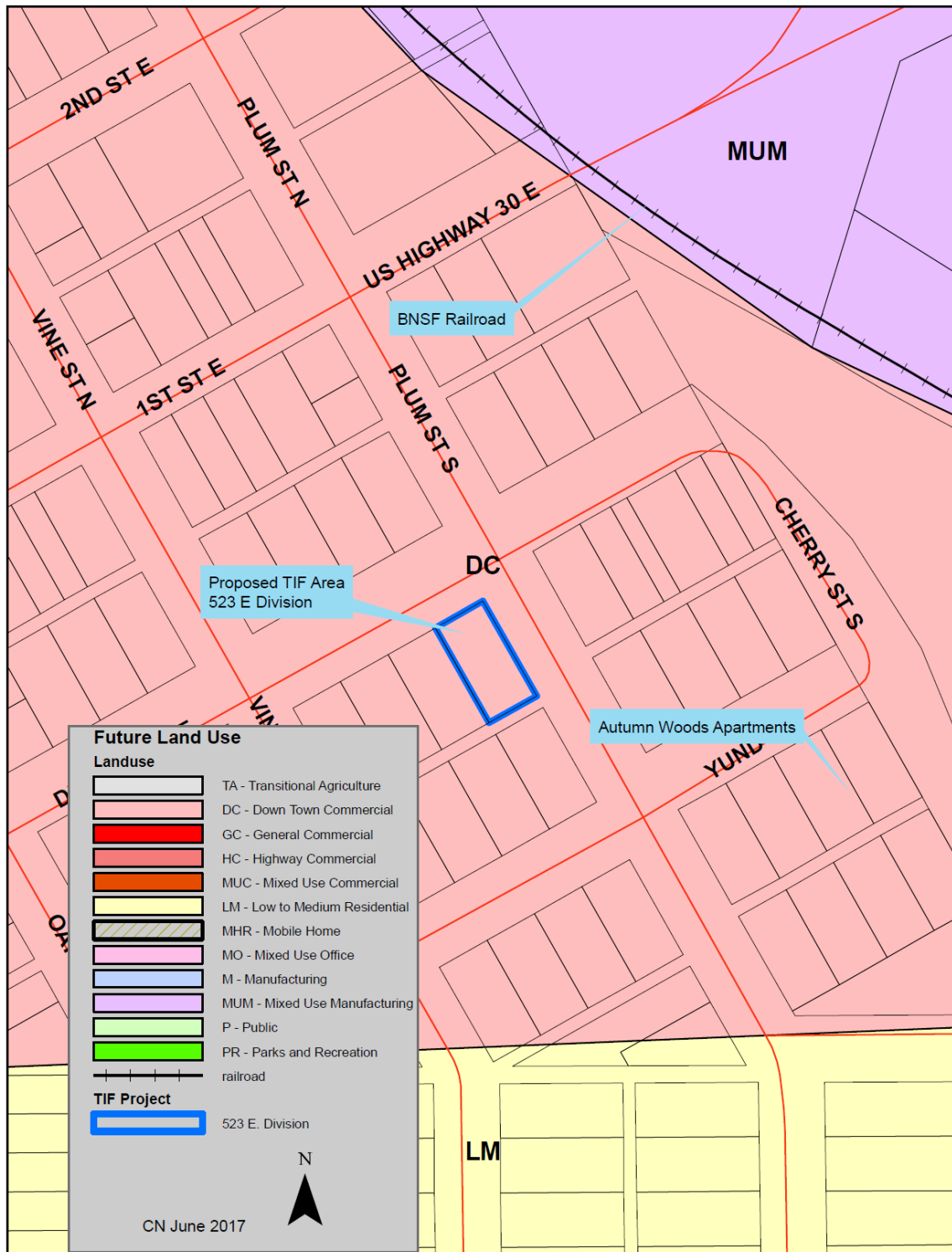
The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan provides for the demolition and removal of a vacant single-family home on this property. This property has been vacant for more than 90 days.

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 use which includes higher density housing. This property is in private ownership. [§18-2103(b) and §18-2111]



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 R-4 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 developer is proposing to increase the number of dwelling units on the property from one to four. The size of the building and lot coverage will increase, but remain in conformance with 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 meet the minimum sewer and water line sizing requirements to serve the number of dwelling units and fixtures.

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 for this project are \$300,512. Demolition expenses are estimated at \$11,500. Site improvements including: tree removal, utility improvements, sidewalks and other flat concrete of \$33,668, Architectural and Engineering planning services of \$2,000 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$5,600 are included as TIF eligible expense. The total of eligible expenses for this project is \$52,768.

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 \$52,768 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 remove a vacant residential structure and replace it with

four brand new dwelling units in a manner consistent with the goals of the 2014 Housing Study for the City of Grand Island.

8. Time Frame for Development

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

9. Justification of Project

This is a single-family dwelling that has been vacant for several years. It was originally built in 1907. The costs to renovate this structure would exceed the value of the structure and not result in quality housing. The proposed replacement with a four-unit apartment building will provide new quality housing in an existing neighborhood and remove a structure contributing to blight within the neighborhood.

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. Public funds from tax increment financing in the amount of \$52,768 provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$247,744 in private sector financing; a private investment of \$4.69 for every TIF dollar invested.

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Site Acquisition		\$25,000	\$25,000
Site Improvements/Utilities	\$33,668		\$33,668
New Construction Costs		\$207,644	\$207,644
Legal and Plan	\$3,500		\$3,500
Engineering/Arch	\$2,000		\$2,000
Demolition	\$11,500		\$11,500
City Fees/Reimbursements	\$2,100		\$2,100
Financing Fees		\$5,100	\$5,100
Contingency		\$10,000	\$10,000
TOTALS	\$52,768	\$247,744	\$300,512

Tax Revenue. The property to be redeveloped has January 1, 2017, valuation of approximately \$39,149. Based on the 2016 levy this would result in a real property tax of approximately \$816. It is anticipated that the assessed value will increase by \$260,851 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$5,600 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 2018 assessed value:	\$ 39,149
Estimated taxable value after completion	\$ 300,000
Increment value	\$ 260,851
Annual TIF generated (estimated)	\$ 5,669
TIF bond issue	\$ \$52,768

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

The redevelopment project area currently has an estimated valuation of \$39,149. The proposed redevelopment will create additional valuation of \$260,851. 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. The Grand Island Public School system was notified of this application prior to

consideration of this plan by the Grand Island CRA, Regional Planning Commission or City Council. Fire and police protection are available and should not be negatively 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;

This will provide additional housing options consistent with the 2014 Housing Study for the City 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.

(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 with the goals of Grow Grand Island and the 2014 Housing Study.

Time Frame for Development

Development of this project is anticipated to be completed during between August of 2017 and December 31 of 2018. The base tax year should be calculated on the value of the property as of January 1, 2017. Excess valuation should be available for this project for 15 years beginning in 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 \$52,768 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 \$52,678 on TIF eligible activities in excess of other grants given. Based on the projected increment the bonds on this project will be paid off in year 9 or 10 depending on final valuation.

RECEIVED
5-8-17



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Weinrich Developments Inc

Address:

2653 St. Patrick Ave, Grand Island, NE 68803

Telephone No.: (308) 218-9497 Fax No.:

Contact:

Sonja Weinrich

Brief Description of Applicant's

Business: Weinrich Developments Inc. is a construction company and
a rental property business. Business was incorporated and we purchased
8 rental units in 2014. Prior construction business was a sole proprietorship
under Gary Weinrich.

Present Ownership Proposed Project Site: Gary and Sonja Weinrich
Proposed site: 523 E. Division, Grand Island, NE 68801

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

1st story is 60' x 37'. 2nd story 60' x 40'. Energy efficient 2 story four plex. Each
unit is 1,155 sq ft. Each unit will have a fenced in back patio. Yard landscaped
with rock, mulch and low maintenance greenery.

If Property is to be Subdivided, Show Division Planned:

VI. **Estimated Project Costs:**

Acquisition Costs:

A. Land \$ 0

Already own

B. Building \$ 0

Already own

Construction Costs:

A. Renovation or Building Costs: \$ 240,936.00

B. On-Site Improvements: \$

Soft Costs:

A. Architectural & Engineering Fees: \$ 2,000

B. Financing Fees: \$ 1,000

C. Legal/Developer/Audit Fees: \$ 56.00

City Fees & Attorney Reimbursement

D. Contingency Reserves: \$ 10,000

E. Other (Please Specify) \$ 4,100

TIF Financing Fees

TOTAL \$ 258,036.00

263,696.00

Total Estimated Market Value at Completion: \$ 300,000.00

Source of Financing:

A. Developer Equity: \$

B. Commercial Bank Loan: \$ 260,000.00

Tax Credits:

1. N.I.F.A. \$

2. Historic Tax Credits \$

D. Industrial Revenue Bonds: \$

E. Tax Increment Assistance: \$

F. Other \$

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

General Contractor - Gary Weinrich, 2653 St Patrick Ave, Grand Island, NE 68803
(308) 390-2710

Drafter- Kevin Edgren, Edgren Designs, (308) 991-8252, kevinedgren78@gmail.com

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

Factoring approximately 2% of property value for annual property tax

$\$300,000 \times .02 = \$6,000$

Project Construction Schedule:

Construction Start Date:

August 1, 2017

Construction Completion Date:

February 15, 2018

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:

Amount of Incremental Prospective Annual Real Estate Taxes over 2018

Real Estate Taxes on the subject property for 15 years will be used to
redevelop the property.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing
for Proposed Project: There is a shortage of housing in the Grand Island

area. This project will demo a very blighted home and replace it with a new 4
plex. Cost will be high to demolish existing property and rebuild the
multifamily property.

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:

N/A

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

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

Projected 4 Plex Cost
523 E. Division Grand Island, NE

Tax included in material cost breakdown

Purchasing Telehandler (valued at \$14,000) for \$7,000 to reduce rental costs for the build

Demolition	\$10,000.00
Siding removal	\$1,500.00

Kitchen		
Cabinets	White Shaker Style	\$3,400.00
Hardware		\$100.00
Appliances	Stainless Steel	\$1,725.00
Countertops		\$300.00
Backsplash		\$250.00
Sink		\$250.00
Faucet		\$125.00
Garbage Disposal		\$100.00

Per Unit	\$6,250.00	X	4	
				All Units
				\$25,000.00

2nd Floor Full Bath

Tub/Shower Combo	\$400.00
Toilet	\$225.00
Vanity w/ Top and Sink	\$329.00
Tri-View Med Cabinet	\$100.00
Backsplash	\$100.00
Towel Bar Set	\$50.00
Lighting	\$150.00

Per Unit	\$1,354.00	X	4	
				All Units
				\$5,416.00

1st Floor 1/2 Bath

Toilet	\$225.00
Vanity	\$219.00
Cabinet	\$100.00
Backsplash	\$60.00
Lighting	\$100.00

Per Unit	\$704.00	X	4	
				All Units
				\$2,816.00

Flooring

Luxury Vinyl Plank	555 sq ft x \$1.10	\$655.00
Plank Adhesive		\$93.75
2nd Floor Carpet	Already have 1 unit	\$1,000.00
2nd Floor Bath Tile	Already have	\$0.00

Per Unit	\$1,748.75	X	4	
			All Units	\$6,995.00

EXTERIOR

Front Door & Hardware	\$225.00	x	4	\$900.00	
Windows- Bedrooms	\$106.00	x	10	\$1,060.00	
Windows- Lvgrm & Kitch	\$150.00	x	8	\$1,200.00	
Patio Doors & Hrdware	\$250.00	x	4	\$1,000.00	\$4,160.00

Siding 3,424 sq ft

Need 20 sq/ 20 in stock
already

\$1,780.00

Have most of the siding already

Have all soffit, facia, J-mold, outside corners and F-channel

Front Porch Gable

\$3,000.00

Exterior Wall Studs

2 x 6	320 Qty		\$1,500.00	
Top Plate			\$290.00	
Sill Plate			\$210.00	
Headers			\$150.00	\$2,150.00

2nd Story Floor Joists

Qty 50

\$3,295.00

Joist Hangers			\$320.00	
LVL Beam			\$493.00	
Ridge Beam			\$304.00	\$4,412.00

Interior Wall Studs

Between Units	2 x 6s - 1st & 2nd Stories		\$825.00	
1st Story	2 x 4s		\$250.00	
2nd Story	240 Qty - 2 x 4s		\$600.00	
Stair Banister	4 @ \$50.00		\$200.00	\$1,875.00

Sheet Rock

Ceiling 1st & 2nd Story		5/8"	\$1,340.00	
Exterior walls	1st & 2nd story	1/2"	\$1,005.00	
Between Units	1st & 2nd story	5/8"	\$960.00	
1st Floor walls		1/2"	\$580.00	
2nd floor walls		1/2"	\$1,080.00	\$4,965.00

Sub Floor

2nd story

OSB	3/4"			\$1,510.00
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Stairs					
Stringers				\$575.00	
Steps				\$175.00	
Nails				\$50.00	
Vinyl Plank Flooring	72 sq ft x 4 = 168 sq ft	\$1.10/sq ft		\$200.00	
Stair Nose	\$100 per unit x 4			\$400.00	\$1,400.00

Insulation					
Walls	1st & 2nd story	R-15		\$882.00	
Ceiling	R-19	13" deep		\$860.00	
Insulation between units				\$295.00	\$2,037.00

Sheathing					
House Wrap				\$235.00	
Ext Wall Sheathing	131 pieces			\$1,618.00	
Nails				\$100.00	
Roof Sheathing	97 Pieces			\$1,198.00	
Nails				\$100.00	\$3,251.00

Trusses (Gabel)					
Common	50 Pieces			\$6,468.00	
End		2		\$322.00	
Misc.				\$150.00	\$6,940.00

Brick & Mortar					
Brick	Bottom 4 ft back building				\$2,352.00

Gutters					
					\$552.00

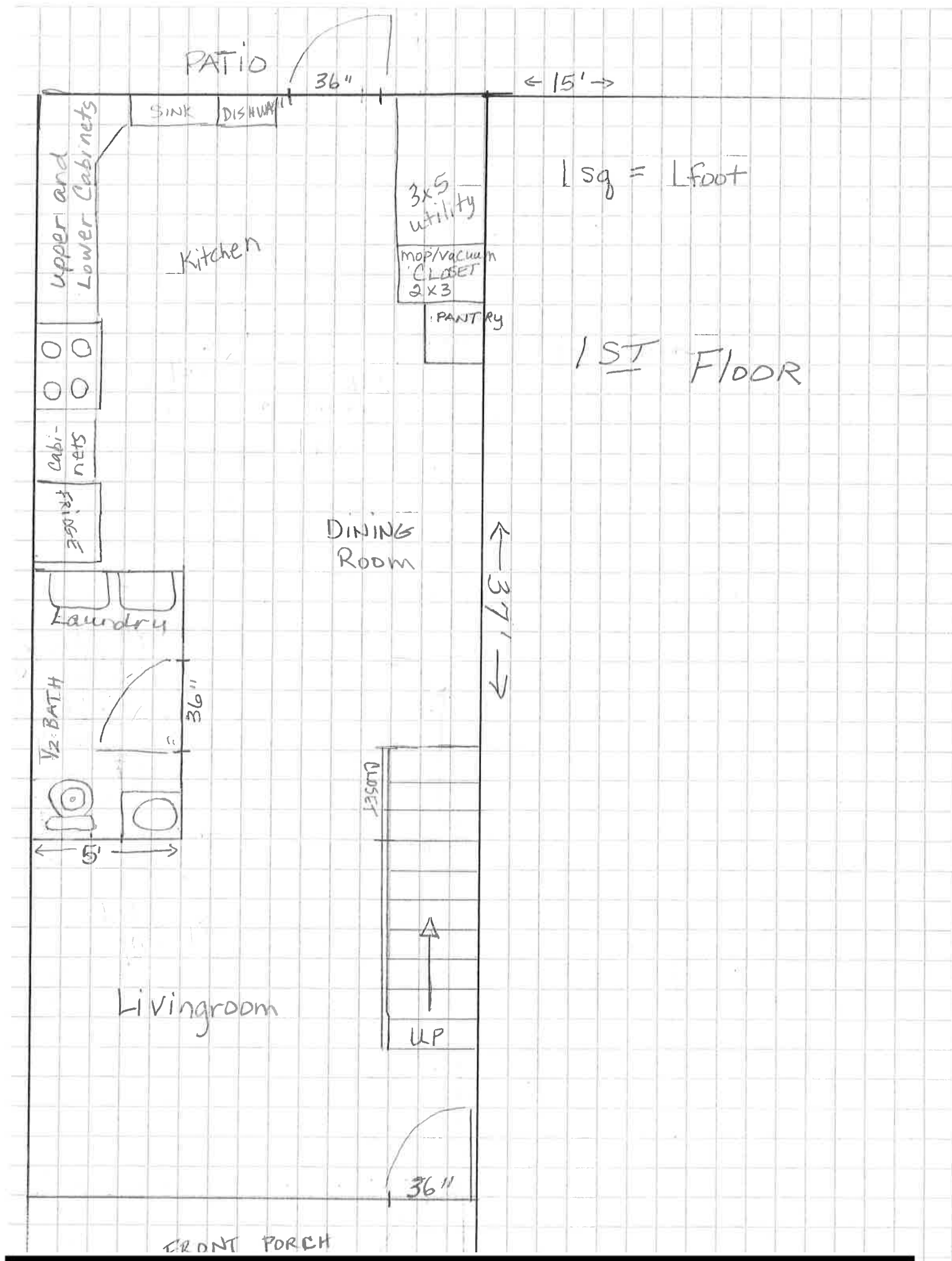
Vinyl Fencing					
	Back patio fence and patio dividers			\$1,680.00	
Concrete and forms				\$200.00	
Posts				\$192.00	\$2,072.00

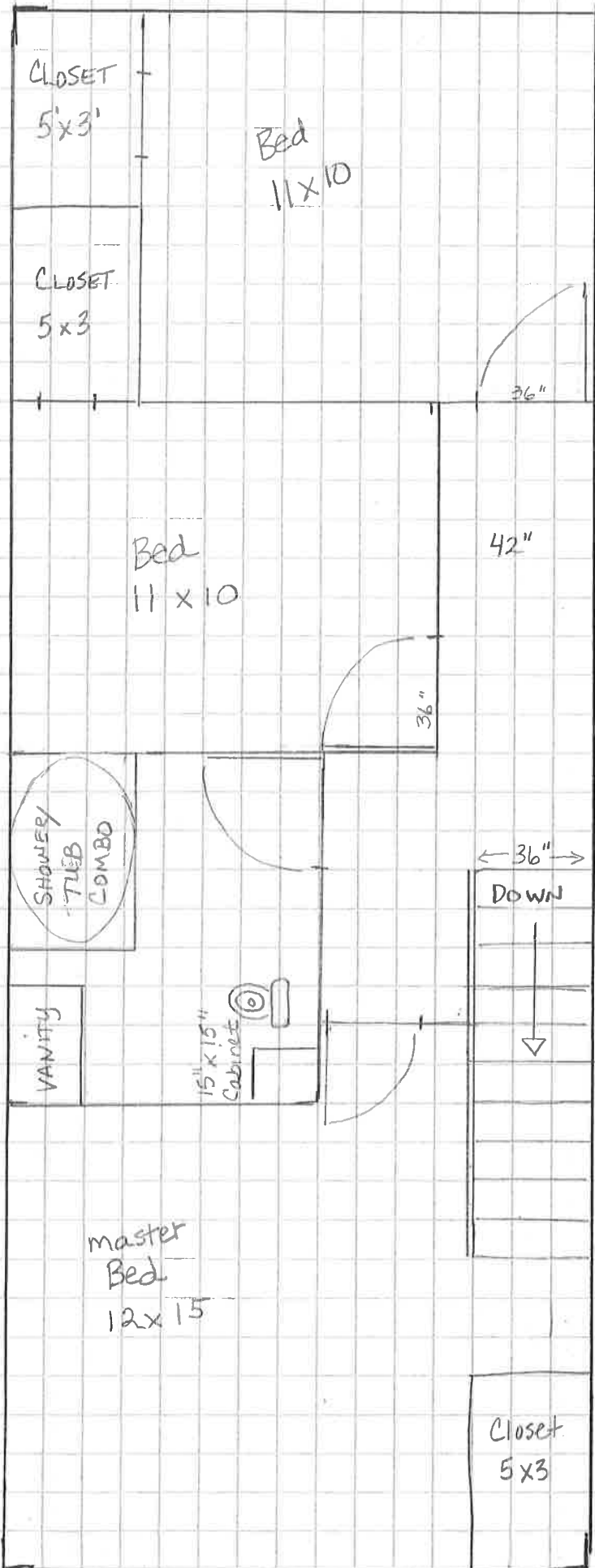
Interior Doors					
10 per unit	Price includes hardware	40	x	\$100.00	\$4,000.00

Sub Contract Labor

Roof			
Shingles	31 sq	\$1,970.00	
Wind and ice barrier		\$175.00	
Starter		\$41.00	
Vent		\$150.00	
Felt		\$108.00	
Ridge cap		\$40.00	
Nails		\$100.00	
Gutter apron		\$96.00	
Fascia board		\$150.00	
Drip edge		\$49.00	\$2,879.00
Concrete			
Footings	40 x 67 = 214 L.F	\$5,350.00	
House pad	2,060 sq ft	\$8,240.00	
Patio pads	4 x 67 = 268 sq ft	\$1,072.00	
Sidewalk	198 L.F plus ADA accessibility	\$4,168.00	
Parking Lot	50 x 55 = 2,750 sq ft	\$11,000.00	\$29,830.00
Sheetrock Finisher			\$6,420.00
HVAC			
	Island Indoor Climate would do both HVAC and Electrical		\$20,000.00
Electrical			\$20,000.00
New service to building			\$1,500.00
2 Pole lights in parking lot	2 @	\$1,500.00	\$3,000.00
Plumbing			
Extreme Plumbing bid			\$20,000.00
New sewer line to building			\$4,000.00
Drafting Fees			\$2,000.00
Employee Labor			\$18,500.00
Site prep			\$1,500.00
Gary Weinrich Labor			\$18,500.00
Site prep			\$1,500.00
Tree Removal			
	\$1,000 x 4 trees		\$4,000.00
Landscaping			
	Rocks, mulch and greenery		\$3,000.00
TOTAL			\$254,812.00







1 sq = 1 foot

2nd Floor

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

RESOLUTION NO. 240

**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 Plan 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 June, 2017.

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

By 
Chairperson

ATTEST:


Secretary

523 E. Division/206 S. Plum – Weinrich Developments Inc.

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

RESOLUTION NO. 241

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 Weinrich Developments Inc. for 523 E. Division/206 S. Plum St. (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 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 14th day of June, 2017.

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

By 
Chairperson

ATTEST:


Secretary

523 E. Division/206 S. Plum – Weinrich Developments Inc.

Resolution Number 2017-12

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 523 E Division St./206 S Plum Street by Weinrich Developoment Inc.** 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: July 5, 2017

**HALL COUNTY REGIONAL PLANNING
COMMISSION**

ATTEST:

By: 
Chair

By: 
Secretary

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
Web: 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



June 6, 2017

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

Dear Virgil,

This letter is to inform you that the Community Redevelopment Authority (CRA) of the City of Grand Island has received an application requesting Tax Increment Financing (TIF) for an apartment complex in east Grand Island.

The application seeks TIF assistance for the development of a two-story four-plex at 523 E. Division. At the present time, eligible expenses are still being calculated with an estimation of up to \$50,000 in TIF assistance.

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

- CRA receives initial application, 4 p.m., June 14.
- Regional Planning Commission holds public hearing 6 p.m., July 5.
- CRA reviews Planning Commission recommendation, 2 p.m., July 12.
- Grand Island City Council holds public hearing and takes action, 7 p.m., July 25.
- CRA considers redevelopment contract, 4 p.m. Aug. 9.

Additional notification will be provided to you prior to the public hearings. Should you have any questions or comments, please call me at (308) 385-5240.

Sincerely,

Chad Nabity, AICP
Director



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item E-2

Public Hearing on CRA Area #25 Blighted and Substandard Study for 12,232.94 Acres located at the Cornhusker Army Ammunition Plant (Central Nebraska Growth Foundation)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 25, 2017

Subject: CAAP Blight Study (Proposed Area 25)
(C-28-2017GI).

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Central Nebraska Growth Foundation commissioned a Blight and Substandard Study for proposed Redevelopment Area 25 to be prepared by Marvin Planning Consultants. This study pertains to 12,230 acres, more or less, of property at the former Cornhusker Army Ammunition Plant (CAAP) west of Grand Island located between Husker Highway and Airport Road and between 60th Road and Schauppsville Road. Areas 20 and 22 within the plant boundaries were previously declared blighted and substandard and are not included in the present study. The study indicates that this property could be considered substandard and blighted. On June 27, 2017, 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

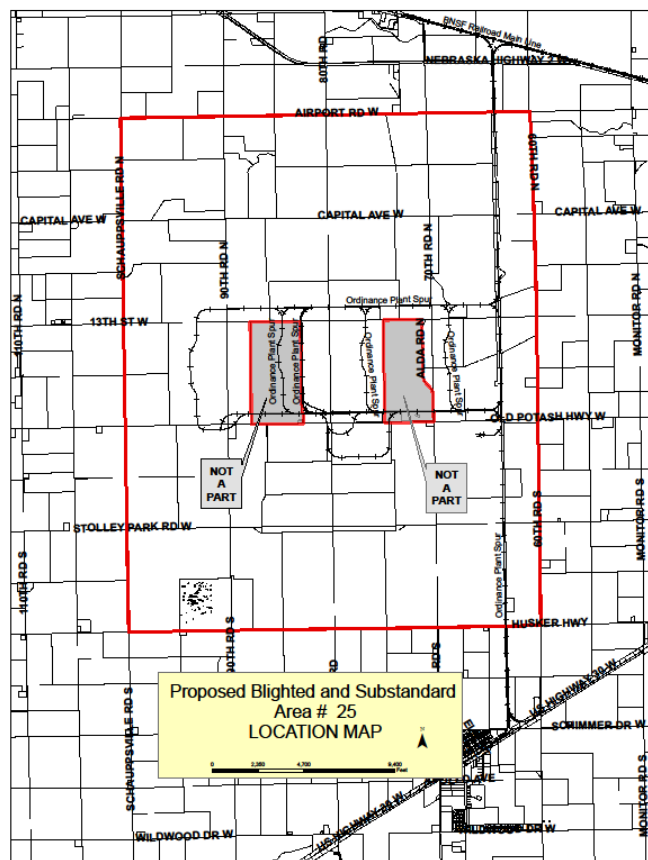
after thirty days if no recommendation is received, the governing body may make its declaration.

~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 CAAP 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 25

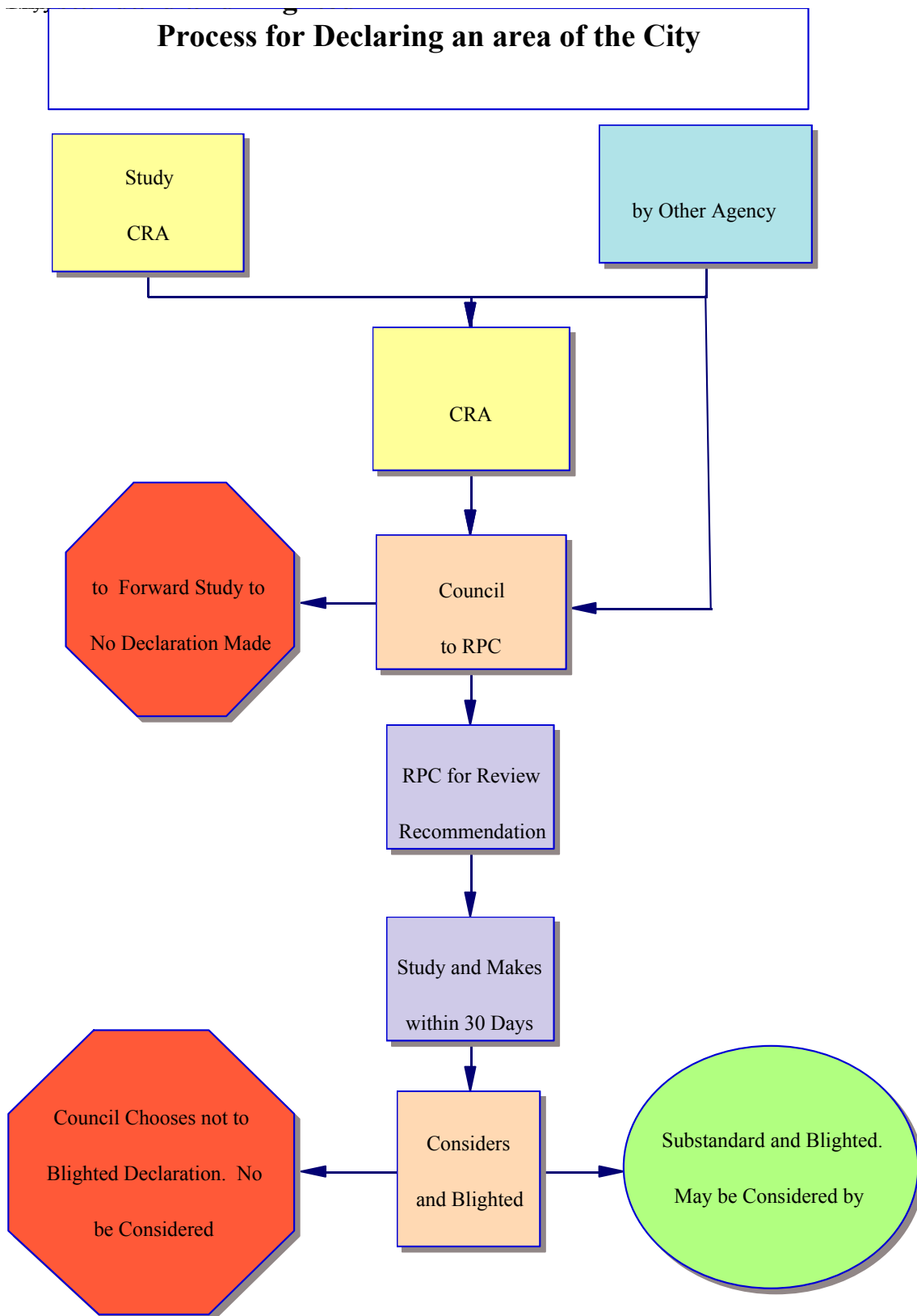


Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

Substandard and Blighted Declaration vs. Redevelopment Plan



- | | |
|---|--|
| <ul style="list-style-type: none">● 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? | <ul style="list-style-type: none">● 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 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 10 to 33 of the study.

FINDINGS FOR GRAND ISLAND

Study Area 25 has several items contributing to the Blight and Substandard Conditions outside of the fact that it is a formerly used defense site. These conditions include:

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA – CAAP

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

Blighted Conditions

- **Former Defense Site**
- **Existence of commercial units over 40 years of age**
- **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, including contamination**
- **Combination of factors which are impairing and/or arresting sound growth**
- **Diversity of Ownership**
- **Faulty Lot Layout**
- **Stable or decreasing population based on the last two decennial censuses**

Substandard Conditions

- **Former Defense Site**
- **Dangerous conditions to life or property due to fire or other causes, including contamination**
- **Predominance of buildings or improvements which by reason of deterioration and age are conducive to ill health and detrimental to the public health**

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 25 during its meeting on July 5, 2017. The area considered covers 12,230 acres in Proposed Community Redevelopment Area No. 25 at the Cornhusker Army Ammunition Plant (CAAP), bordered by Airport Road on the north, Husker Highway on the south, Schauppsville Road on the west and 60th Road on the east, excluding areas that have been previously declared blighted and substandard at CAAP in Hall County, Nebraska. (C-28-2017GI).

Nabity said the Central Nebraska Growth Foundation , a foundation of the Grand Island Area Economic Development Corp., paid for a blight and substandard study on the 20-square mile former defense site, minus the two areas previously studied. The study found that the area could be declared blighted and substandard. Nabity said the two affected school districts, Northwest Public Schools and Wood River Public Schools, both expressed support for the blight and substandard declaration.

Ron Depue, 308 N. Locust, said the area is a Superfund site and it makes sense to have it blighted and substandard so that redevelopment tools are available to it.

Keith Marvin, of Marvin Consulting in David City, conducted the study. He said the site still has substantial footings and other buried material that developers will likely need assistance in clearing. He said declaring the area blighted and substandard could help stimulate new growth and development at the former plant site.

Neal Niedfeldt, 4550 W. Highway 30, is the chief executive officer of Southern Public Power District. He spoke in favor of the blight and substandard designation. Southern had owned about 1,200 acres at the plant and now owns 720 acres. They would like the designation in order to offer incentives for promoting industrial growth there.

Ruge closed the public hearing.

A motion was made by Sears and seconded by Rubio to approve the blight and substandard designation and Resolution 2017-13.

The motion carried with seven members in favor (Apfel, Allan, Ruge, Rainforth, Rubio, Sears and Randone) and no members voting no or abstaining. O'Neill was not part of 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. 25 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.



Blight and Substandard Study for:

Cornhusker Army Ammunition Plant



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 Central Nebraska Growth Foundation 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.

STUDY AREA HISTORY

The Study Area was originally ...constructed and became fully operational in 1942 and was intermittently active until 1973. Between wars and after 1973, it was kept on standby status. Activities conducted at CAAP resulted in soil and groundwater contamination from explosives wastes and residues associated with munitions loading, assembly, and packing (LAP) operations during World War II (WWII), Korea, and Vietnam, during which bombs, artillery shells, boosters, mines, and rockets were produced. CAAP was placed on the Superfund National Priorities List (NFL) in 1987. In 1989, CAAP was declared excess property, and most maintenance ceased. An interagency agreement (TAG) between DoD, EPA, and the Nebraska Department of Environmental Quality (NDEQ) was signed in 1990, under which the Army has identified, investigated, remediated, and placed institutional controls/land use controls on tracts for disposal in accordance with the Hall County reuse plan.

CAAP was determined to be excess real property prior to the requirements of BRAC. However, the activities at CAAP have been conducted following BRAC guidance in disposing of CAAP Real Property. Since this time, the Army has conducted investigations and remediation activities at CAAP with this goal in mind.

In 1993, the Hall County Board of Supervisors established the CAAP Reuse Committee, which was given the task of developing a reuse plan for the installation. The Reuse Committee undertook a planning and a public participation process to identify a land use plan and development strategy for the site. In 1994, the U.S. Congress passed a special legislation (Public Law [PL] 103-337) dealing with the disposal of real property at CAAP. PL 103-337 stated that "... [The] Secretary of the Army may convey to Hall County, Nebraska, Board of Supervisors or the designee of the Board, all rights, title, and interest of the United States in and to the real property, together with any improvements thereon, in Hall County, Nebraska, that is the site of the Cornhusker Army Ammunition Plant." The act stated furthermore that "The Board [of Supervisors] or its designee... shall utilize the real property conveyed... in a manner consistent with the Cornhusker Army Ammunition Plant Reuse Committee Comprehensive Reuse Plan." The Comprehensive Reuse Plan was finalized in December 1997.

The first sale of CAAP property took place with a General Services Administration (GSA) public auction in September 1999 that sold 1,410 acres for \$2.93 million. The Omaha District of the United States Army Corps of Engineers (USACE) became the Army's Real Property Administrator in December 2001, taking over this function from the U.S. Army Materiel Command/Operation Support Command (AMC/OSC). As of March 2004, 8,401 acres of CAAP, or 70 percent of its original area, have been sold. AMC/OSC completed Environmental Assessments (EAs) for all of their previous disposal actions, each of which concluded in a Finding of No Significant Impact (FONSI). Most of the rest of the property has been leased to farmers and several other lessees, including an annual agricultural fair and a railroad car repair company. **(Note: As of this study only 358.71 acres (3.0%) continued to be in a direct ownership control of United States government; therefore, 97.0%, as of 2017 was in the private ownership/control of local governmental entities or private landowners.)**

Several requirements of the property transfer or lease require the issue of an Environmental Impact Statement (EIS) and/or an EBS. A Draft EIS was issued in September 2004, and an EBS is currently being completed through USACE.

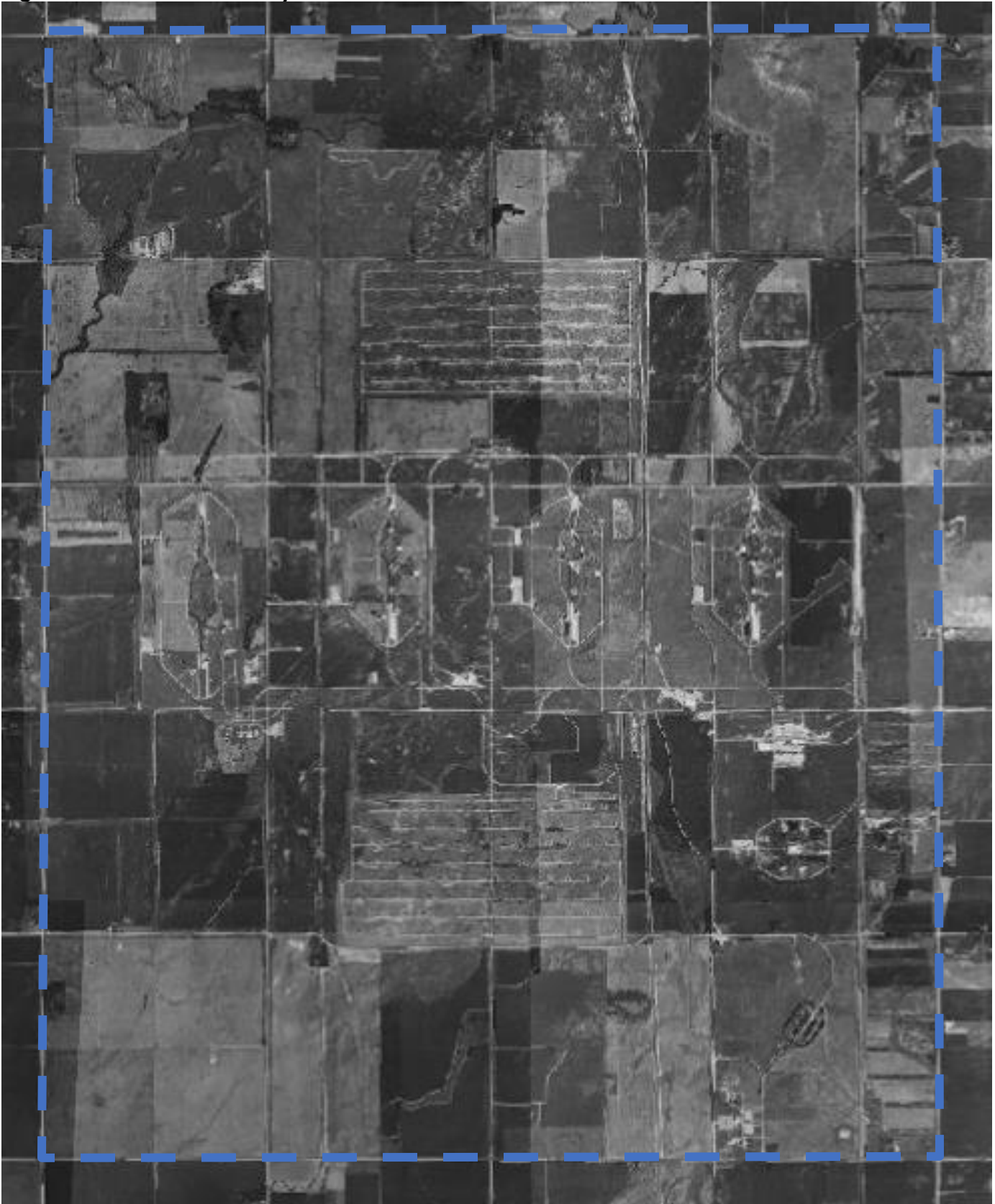
Source: Review of Environmental Documentation Related to the Cornhusker Army Ammunition Plan; HDR; 2008

During the 2013-2014 Legislative sessions, the Nebraska Legislature passed LB 66 and LB 1012 which provided for a means to use Tax Increment Financing on projects located in a former defense site. LB 66 gave Cities of the First Class (5,000 to 100,000 population) the authority to approve Redevelopment Plans and use Ad Valorem Taxes (TIF) generated by the project(s) approved in the plan to pay for eligible expenses under certain proscribed conditions on formerly used defense sites outside of the corporate limits of and within the same County as the City. LB 1012 states that "A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision." (which is 35%).

LB 66 and LB 1012 did not remove the need for a Blight and Substandard designation.

This specific study includes the entire Cornhusker Army Ammunition Plant site, approximately 20 square miles; less the areas previously declared blighted and substandard on the O'Neill (Area 20) and GI EDC site and the Platte River Industrial Site (Area 22).

Figure 1: Cornhusker Army Ammunition Plant in 1975



Source: City of Grand Island GIS System

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 2 of this report. The existing uses in this area include industrial, recreation and agricultural uses within the old Cornhusker Army Ammunition Plant and are outside the corporate limits of Grand Island. Chapter 18, Section 2123.01 of the Revised Nebraska State Statutes authorizes redevelopment projects outside of the city limits under certain conditions.

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. By 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.

The Study area is the Cornhusker Army Ammunition Plant and described as follows:

Point of beginning is the intersection of Schaupsville Road N and Airport Road W; thence, easterly along the centerline of Airport Road W to the intersection of Airport Road W and 60th Road N; thence, southerly along the centerline of 60th Road N to the intersection of 60th Road N and Husker Highway; thence, westerly along the centerline of Husker Highway to the intersection of Husker Highway and Schaupsville Road N; thence, northerly along the centerline of Schaupsville Road N to the POB; then less the areas previously studied 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.
- The Study consists of area described as follows: The Point of Beginning is the intersection of West Old Potash Road and North 70th Road (Alda Road); thence, northeasterly along the centerline of North 70th Road to the intersection with the centerline of West 13th Street (County Road 33); thence westerly along the centerline of West 13th 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.

The total area is approximately 19.11 square miles.

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 are 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 existing land uses are predominately agricultural, commercial, industrial, public and parks/recreation/wildlife management.

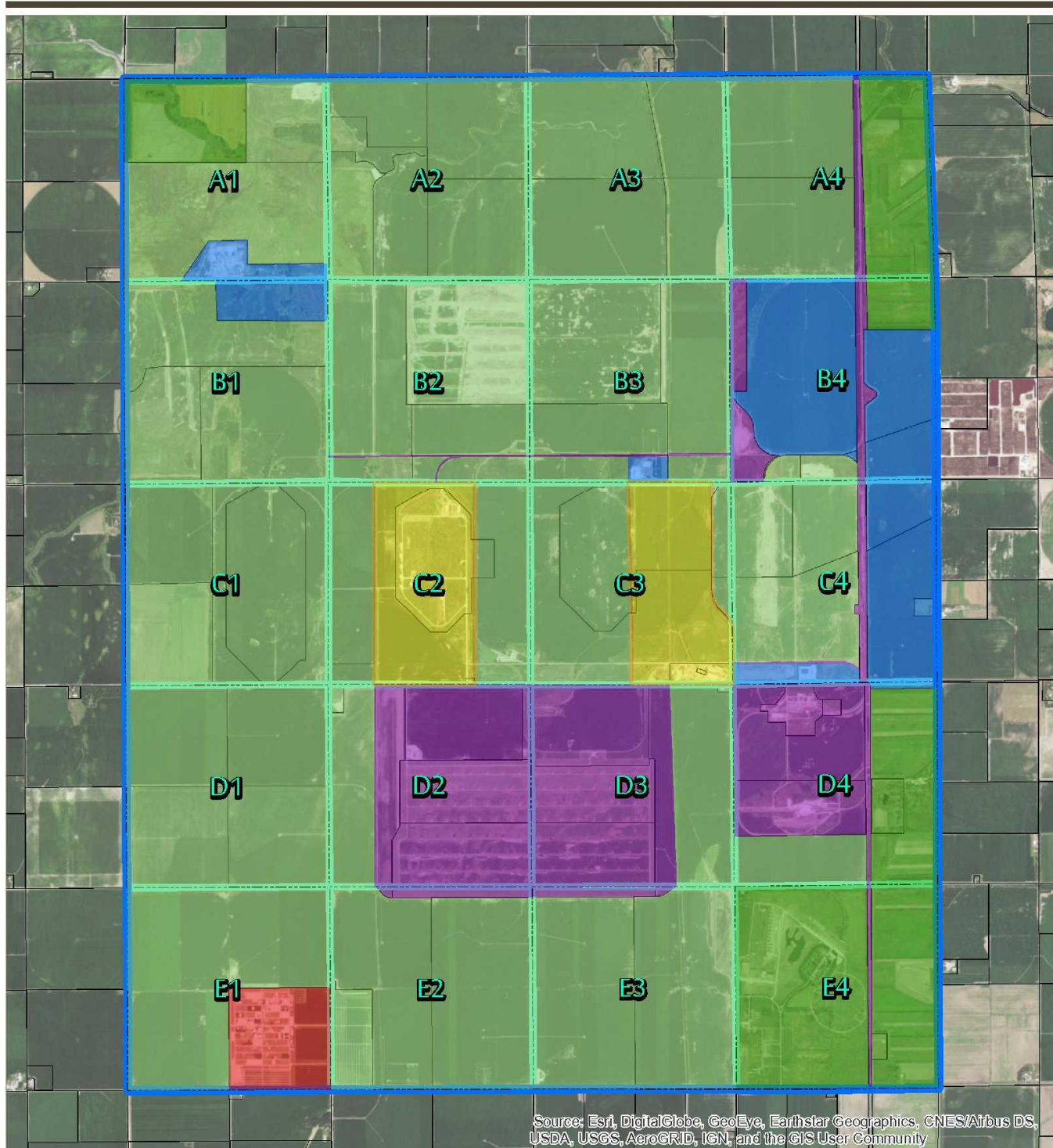


Examples of Existing Land Uses in the Study Area



Examples of Existing Land Uses in the Study Area

Figure 3: Existing Land Use Map



CAAP - EXISTING LAND USE

CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA

- | | | |
|-----------------------------|---------------------|-------------|
| Previously Studied Areas | Hall County Parcels | Industrial |
| CAAP Blight Study Limits | Agricultural | Parks & Rec |
| CAAP Index Mapping Sections | Commercial | Public |



0 750 1,500 3,000 Feet



DATA SOURCES:
BASE DATA PROVIDED BY HALL COUNTY
AERIAL IMAGERY PROVIDED BY ESRI

Printed by: cjanon, File: P:\175008\175708\17570008\GIS\MAPS\Grand Island Base Map - Land Use.mxd

Print Date: 12/08/17 PM 6/19/2017

Source: Marvin Planning Consultants And MSA, 2017

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 on Chapter 18, Sections 18-2103 and 2123.01 of the Revised Nebraska State Statutes, this study area is eligible to be deemed to be Blighted and Substandard. The area meets all of 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.

Based on the site meeting the criteria found in §§18-2103 and 18-2123.01, this area is eligible for declaring it Blighted and Substandard.

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, which add to the overall condition of Blight and Substandard on the proposed site.

Substantial Number of Deteriorating Structures

The team went through every property record on-line, via the Hall County Assessor's site to identify structures in good or bad condition. Also, a site visit examined many existing structures throughout the Study Area. In addition, the use of aerial photography and a drone flight were utilized in gaining a better view and more insight on the structural conditions of certain areas of the former Army Reservation.

Through the team's observations and analysis, the following was determined:

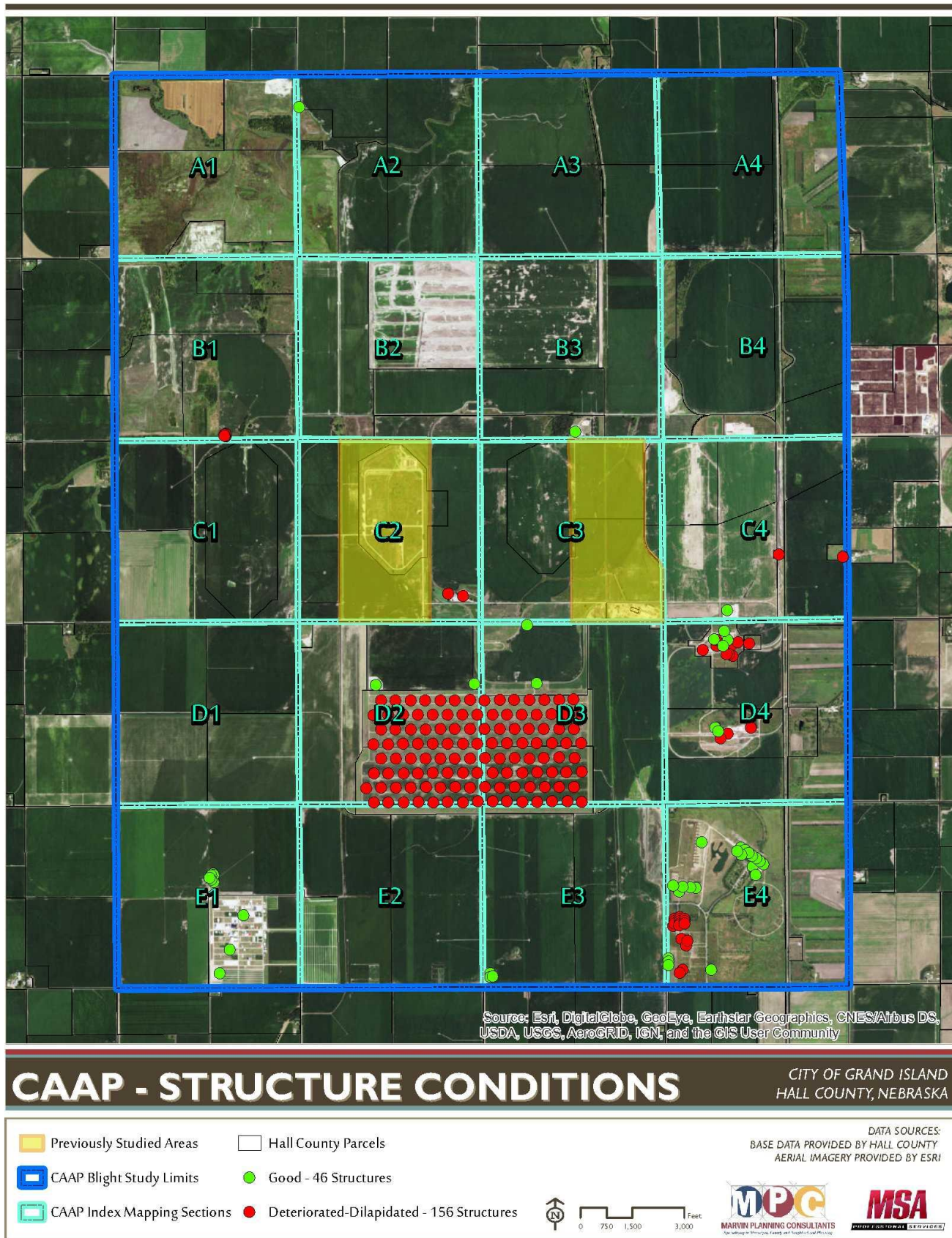
- 155 structures were in bad or deteriorating condition
- 46 structures were in good condition
- 1 structure burned down

Almost everything constructed during the Army's occupation of the area fits within the category of deteriorated and dilapidated and is in poor condition. The structures deemed to be in good condition have been constructed by the new property owners, including the area around Husker Harvest Days and the actual range at the Heartland Shooting Park.

Besides the actual standing structures, there are several concrete slabs and footings still visible on the old administration area. The above ground portions have been torn down slabs and footings were left behind.

Based upon the review of this issue, it is found that deteriorating structures is a contributing factor in declaring this area blighted.

Figure 4
Deterioration of Structures



Source: Hall County Assessor, Marvin Planning Consultants and MSA 2017



Deterioration of Structures – Old Sewage Treatment Plant circa 1970



Deterioration of Structures – Old Administrative Area (left), burned down Base Fire Station (right)



Deterioration of Structures – Old Administrative Area

Deterioration of Site or Other Improvements

Drainage Conditions

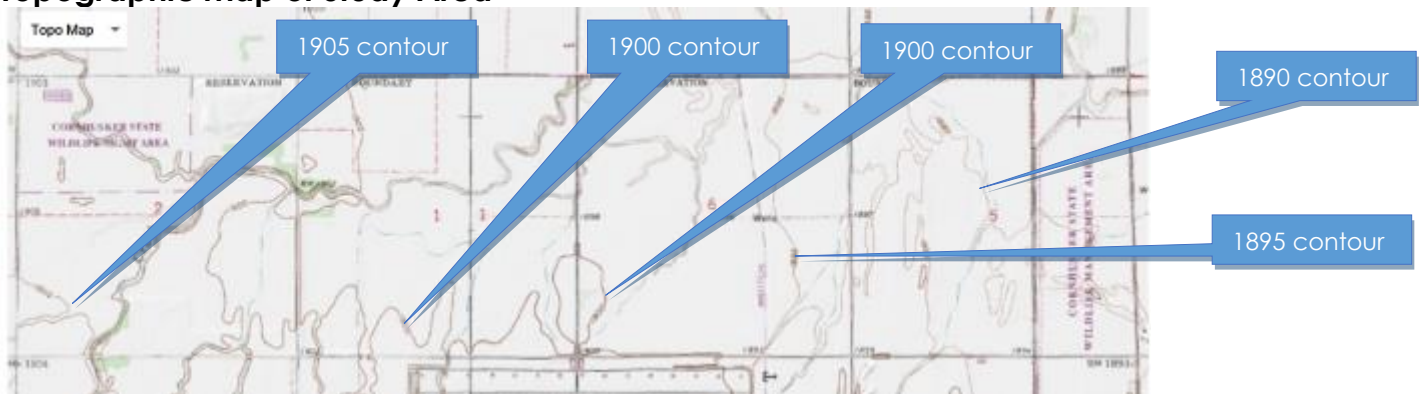
The Grand Island and Hall County area has a long history of drainage issues due to the extreme flatness of the area, as well as the high-water table. Topography and soils can have a major impact on how a given portion of the area drains. The area designated in this Study Area is nearly flat or has an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

- old landfill sites
- berm constructed to defray explosive blasts and
- the old storage bunkers south of Old Potash Road.

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

Figures 5.A through 5.E are existing topographic maps from MyTopo.com showing the study area. The maps confirm the flatness of the area. The following Figures are divided north to south and show a one-mile set of sections at a time. The contours are relatively flat along each set of the topographic areas. The contours range from a low of 1890 feet to 1925 feet.

Figure 5.A
Topographic Map of Study Area



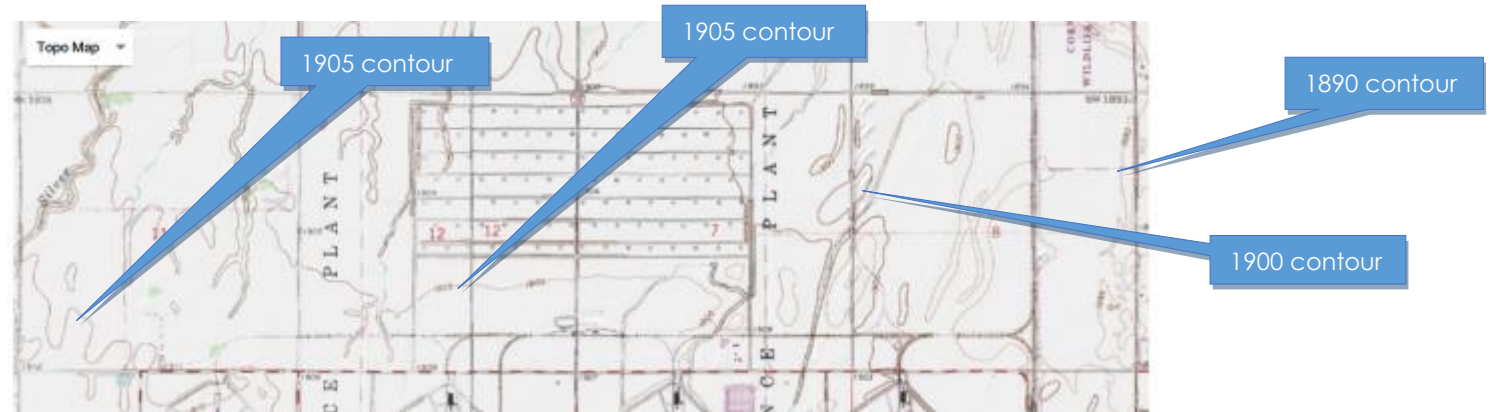
Source: MyTopo.com (topographic map) and Marvin Planning Consultants

The area shown in Figure 5.A indicates contours as low as 1890 feet on the east side and 1905 on the far west edge of the area. The cross slope of this entire four-mile area is less than 1% slope (0.07%). However, there is a creek flowing through this four-mile area which likely draws some of the drainage on the west edge. Also, this very slight slope is across four sections of land. Therefore, the slopes within each section are likely considerably less than the 0.07%.



Example of the Existing Topography within the Study Area

Figure 5.B
Topographic Map of Study Area



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

The area shown in Figures 5.B indicates, again, contours as low as 1890 feet on the east side and 1905 on the far west edge of the area. Again, the cross slope of the four-mile area is less than 1% slope (0.07%). Also, this very slight slope is across four sections of land, examination of each section indicates they are all nearly flat with minimal slope anywhere within a section.

Figure 5.C
Topographic Map of Study Area



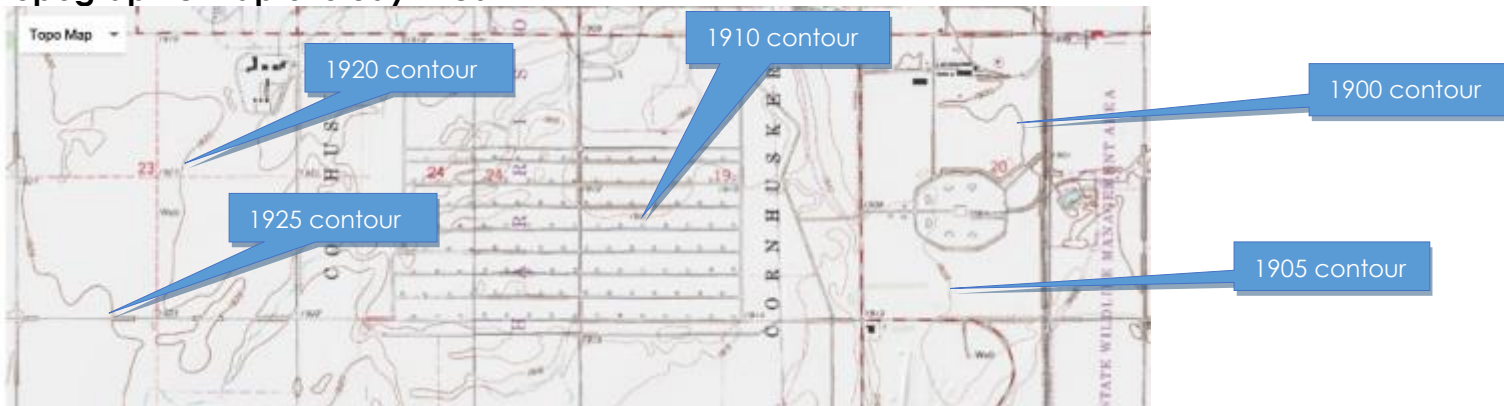
Source: MyTopo.com (topographic map) and Marvin Planning Consultants

The area shown in Figures 5.C is a bit more difficult to quantify since some of the old bomb line sites have been regraded since the removal of the structures. Specifically, there is new construction occurring in Section 13 (old bomb line 3 at present) (However, this area is not part of this study). However, after driving around these sections, as well as flying some of these sections with a drone, it is safe to presume similar slopes are within this area.



Example of the Existing Roadside Ditches

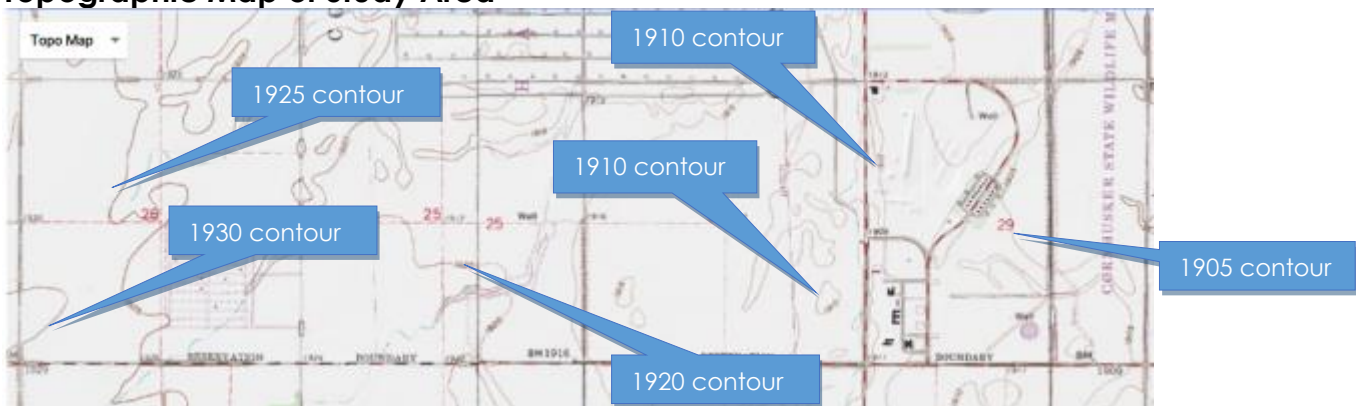
Figure 5.D
Topographic Map of Study Area



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

The area shown in Figures 5.D indicates contours as low as 1900 feet on the east side and 1925 on the far west edge of the area. Again, the cross slope of the four-mile area is less than 1% slope (0.12%). Also, this very slight slope is across four sections of land, examination of each section indicates they are all nearly flat with minimal slope anywhere within a section.

Figure 5.E
Topographic Map of Study Area



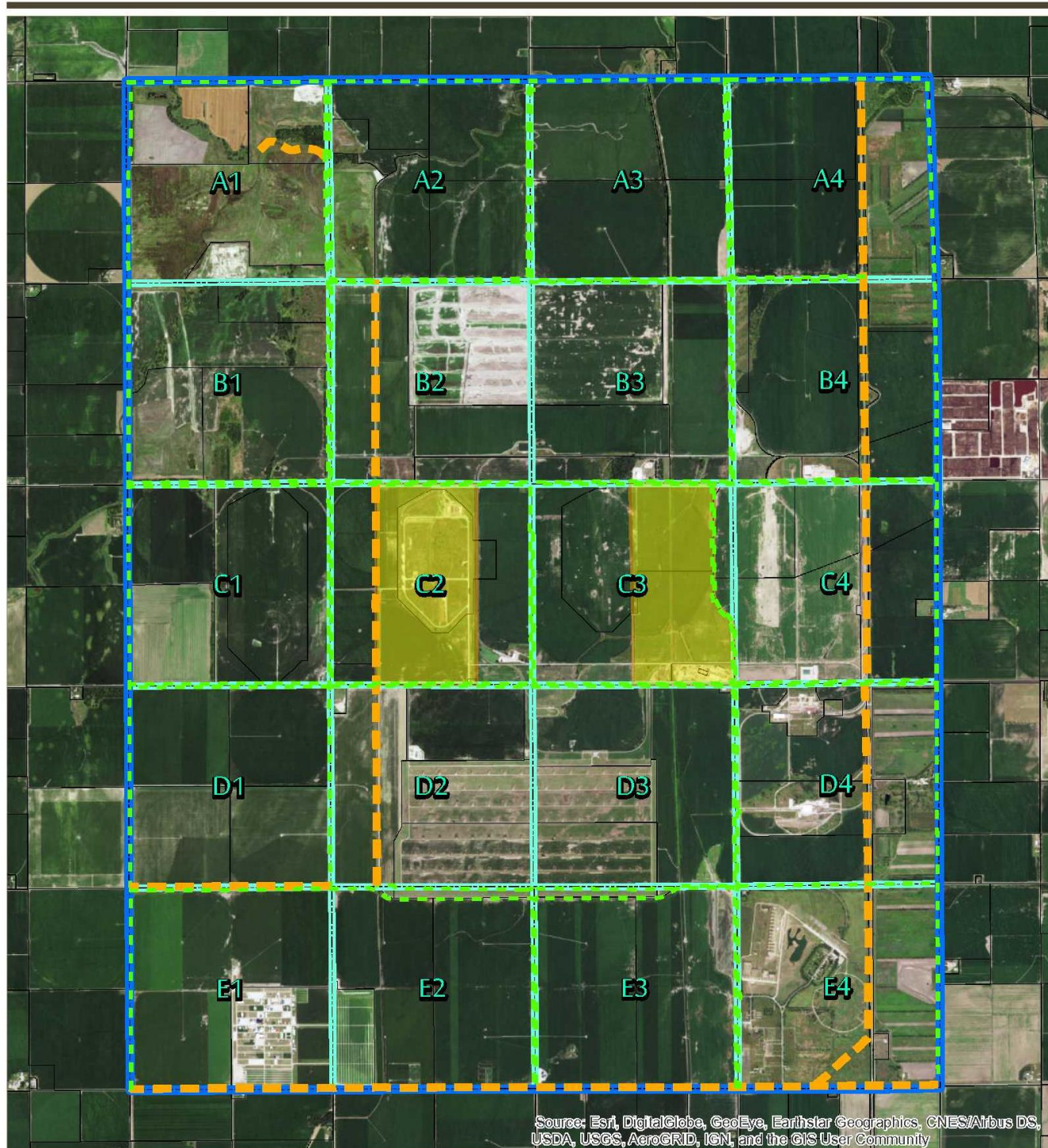
Source: MyTopo.com (topographic map) and Marvin Planning Consultants

The area shown in Figures 5.E indicates contours as low as 1905 feet on the east side and 1930 on the far west edge of the area. Again, the cross slope of the four-mile area is less than 1% slope (0.12%). Also, this very slight slope is across four sections of land, examination of each section indicates they are all nearly flat with minimal slope anywhere within a section.



Example of the Existing Topography within the Study Area

Figure 6
Drainage Conditions



CAAP - DRAINAGE

CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA

- Previously Studied Areas
- Hall County Parcels
- CAAP Blight Study Limits
- Drainage Ditch
- CAAP Index Mapping Sections
- Rural Sections Ditches



DATA SOURCES:
BASE DATA PROVIDED BY HALL COUNTY
AERIAL IMAGERY PROVIDED BY ESRI

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Source: Marvin Planning Consultants and MSA, 2017

In addition to the flatness of the study area, the entire study area is designed to drain using "rural section" ditches along all of the county roads in the area, See Figure 6. The flatness of the study area, seen in Figure 5.A through 5.E would indicate the drainage ditches will also have a minimal amount of slope to sufficiently drain the area. Also, a lot of these ditches have not recently been mowed or cleaned which will slow drainage and encourage ponding of water.

Another drainage system employed in this study area is a pair of drainage ditches running north and south with one located on the east side of the area and one on the west side, see Figure 6. These ditches were constructed during the early years of the Army Reservation and may be in need of cleaning and scouring.

All of the conditions discussed above will create the potential for standing water within this study area. Standing water from poor drainage can be a catalyst for health issues like West Nile and other mosquito-borne diseases due to the potential mosquito breeding during the summer months.

Drainage is a contributing factor to the area being declared Blighted and Substandard.

County Road Conditions

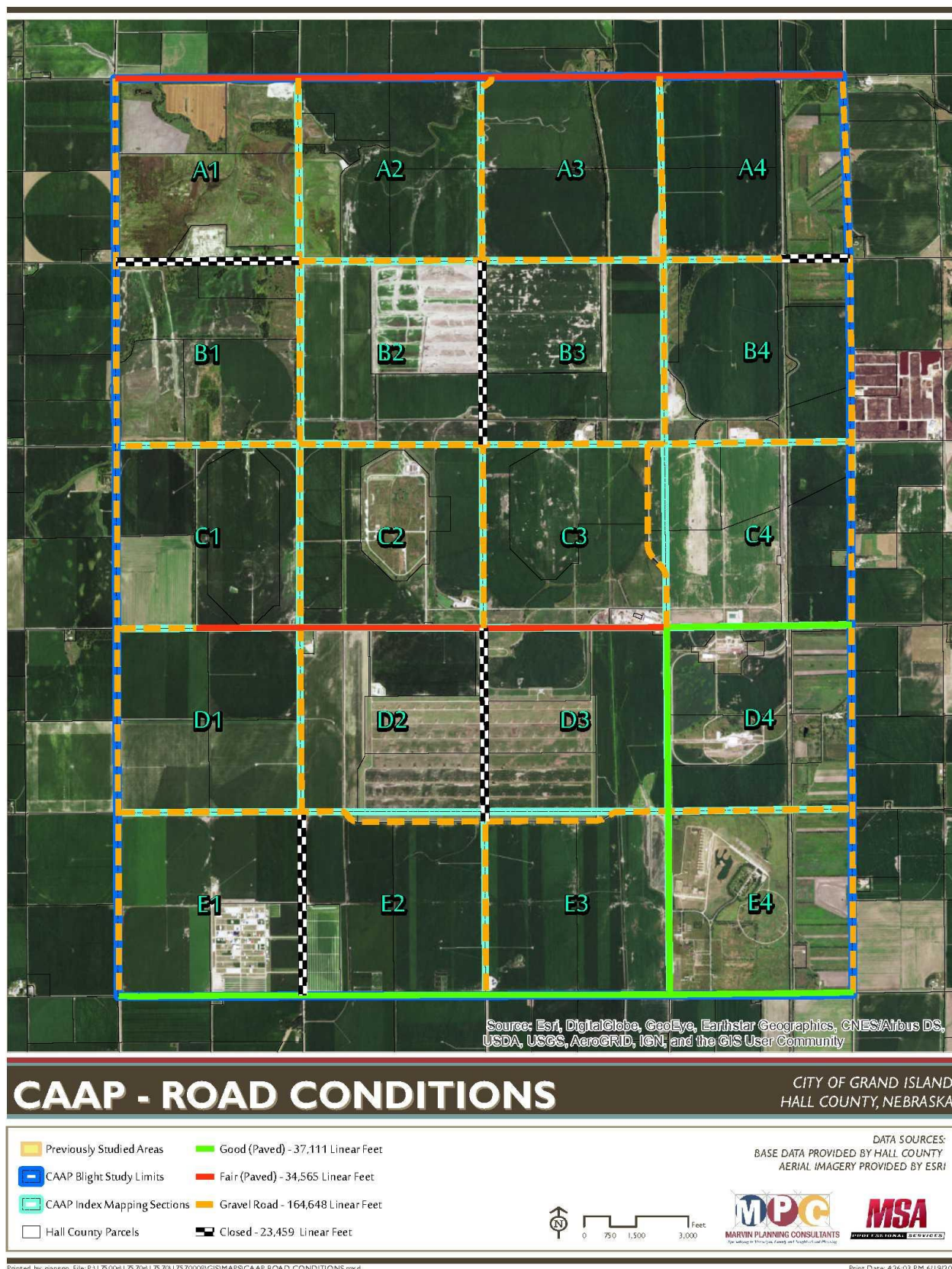
The study area contains approximately 44.5 miles of roadways; plus, 4.5 miles of closed roadways along section lines. Of the 44.5 miles of existing roadway, the following conditions exist:

- 7.0 miles are paved and considered in Good condition
- 6.5 miles are paved and considered in Fair condition
- 31.5 miles are gravel and depending upon maintenance and weather conditions, may be in Good or Poor conditions.
- These calculations do not include internal roads within specific sites of the study area, such as the Husker Harvest Days site or the Heartland Public Shooting Park.



Example of the Existing County Roads within the Study Area

Figure 7
County Road Conditions



Source: Marvin Planning Consultants and MSA, 2017

The study area is surrounded by rural section roads which include drainage ditches. The ditches along with the lack of slope in the area create a negative impact on stormwater management for the area. This flatness 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.

The on-site area surrounding CAAP 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.

Groundwater Contamination

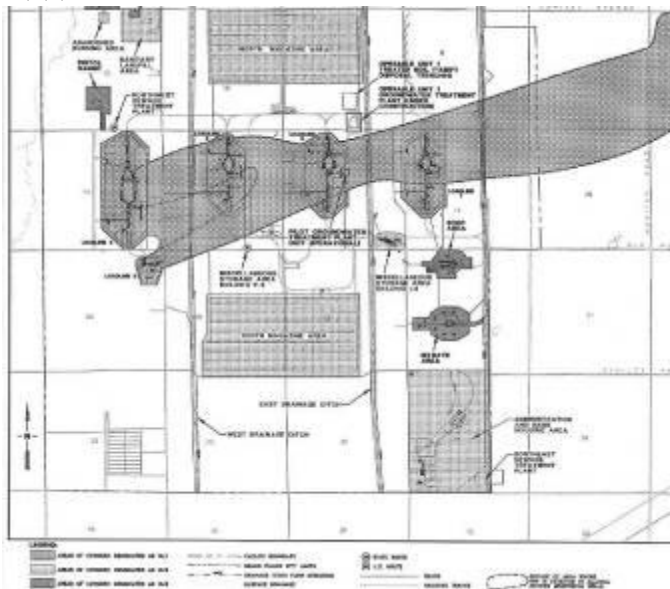
Examining the Blight and Substandard Study Area from the context of the Cornhusker Army Ammunition Plant's 1997 Reuse Plan, the study area contains an area referred to as an "Area of Concern." Figure 8 indicates an area referred to as "Operable Unit 1", which is within the study area. Based upon the report, when cesspools under the old load lines were examined and tested, it was determined:

- The cesspools were found contaminated with explosive residues and heavy metals;
- The groundwater was found contaminated with dissolved explosives, heavy metals, and organic solvents.
- The plume indicated in Figure 8 has decreased since 1997 and is reviewed periodically;
- The deed restrictions for residential development continue and are enforced.

The groundwater contamination is currently in the process of mitigating the contamination through a water treatment plant/process on site.

The entire Cornhusker Army Ammunition Plant site is considered a potentially hazardous area regarding groundwater contamination from explosive residue, heavy metals, and organic solvents. Also, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

Figure 8 Groundwater Contamination 1997

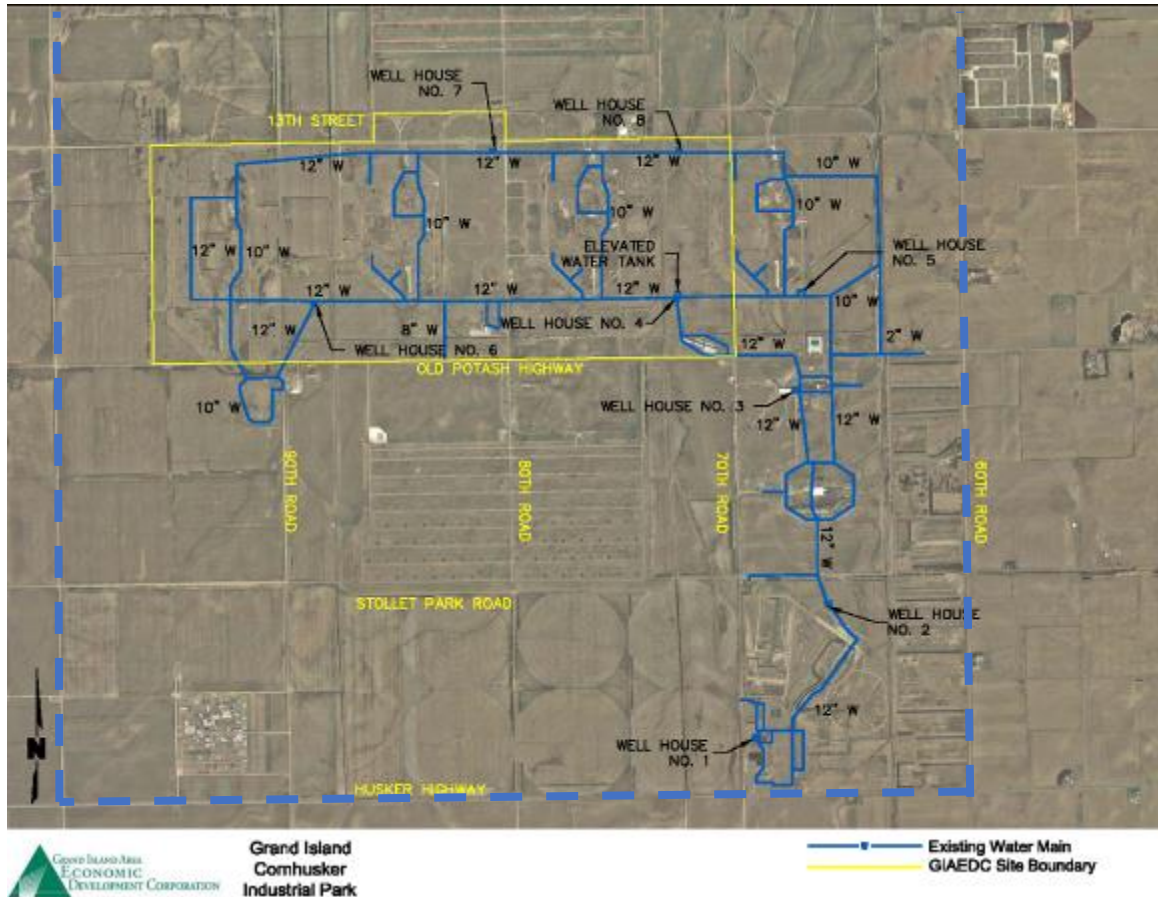


Source: CAAP Reuse Plan 1997

Water System

Also, there is older wood and asbestos covered water pipes underground that once connected the old water system to the site. Figure 9 indicates the primary water lines throughout the entire CAAP area; the area outlined in red is the actual study site. Any 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 9
Cornhusker Army Ammunition Plant Water System



Source: Review of Environmental Documentation Related to the Cornhusker Army Ammunition Plant; HDR; 2008

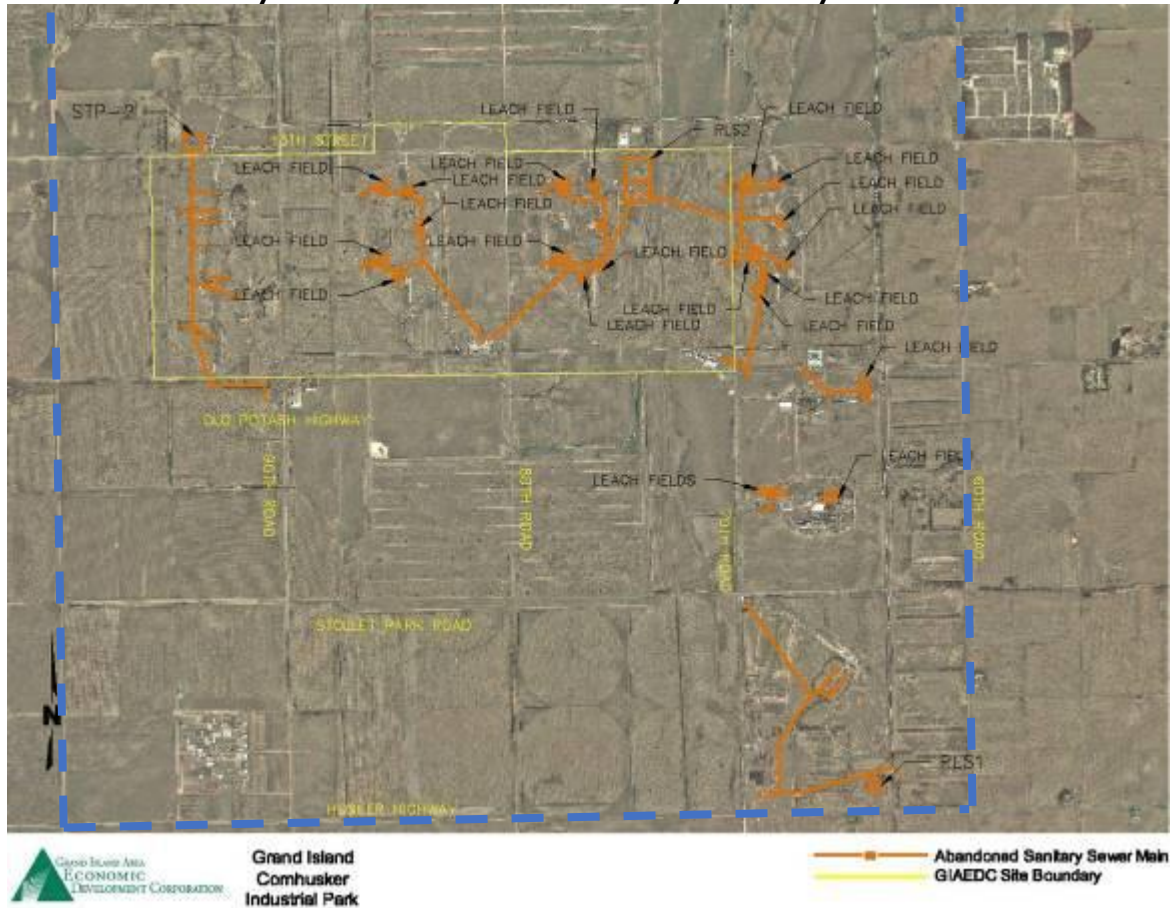


Old Water Tower located on a previously declared property (O'Neill Study)

Sanitary Sewer System

The existing sanitary sewer lines within the study area are constructed of similar hazardous 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. See Figure 9 for an approximate location of these sanitary sewer lines.

Figure 10
Cornhusker Army Ammunition Plant Sanitary Sewer System



Source: Review of Environmental Documentation Related to the Cornhusker Army Ammunition Plant; HDR; 2008



Abandoned Sewage Treatment Plant



Abandoned Sewage Treatment Plant – Aerial View

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.

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. The following are some of the more critical elements; however, refer to Figure 10 for additional findings.

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 city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

Figures 5.A through 5.E show the existing topographic map from MyTopo.com showing the study area. The map confirms the flatness of the area throughout the entire study area, and it varies from one set of sections to the next.

Also, there are two drainage ditches within the Study Area. Both go back to the earlier days of CAAP. These ditches have a minimal slope and need to be cleaned and scoured for water to flow better.

The potential for standing water on this site is great. It is apparent that the lack of adequate drainage will, in fact, create a hazard for 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 contains rural section roads which include drainage ditches. The ditches along with the lack of slope in the area create a negative impact on stormwater management for the area. The impact occurs throughout Hall County.

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.

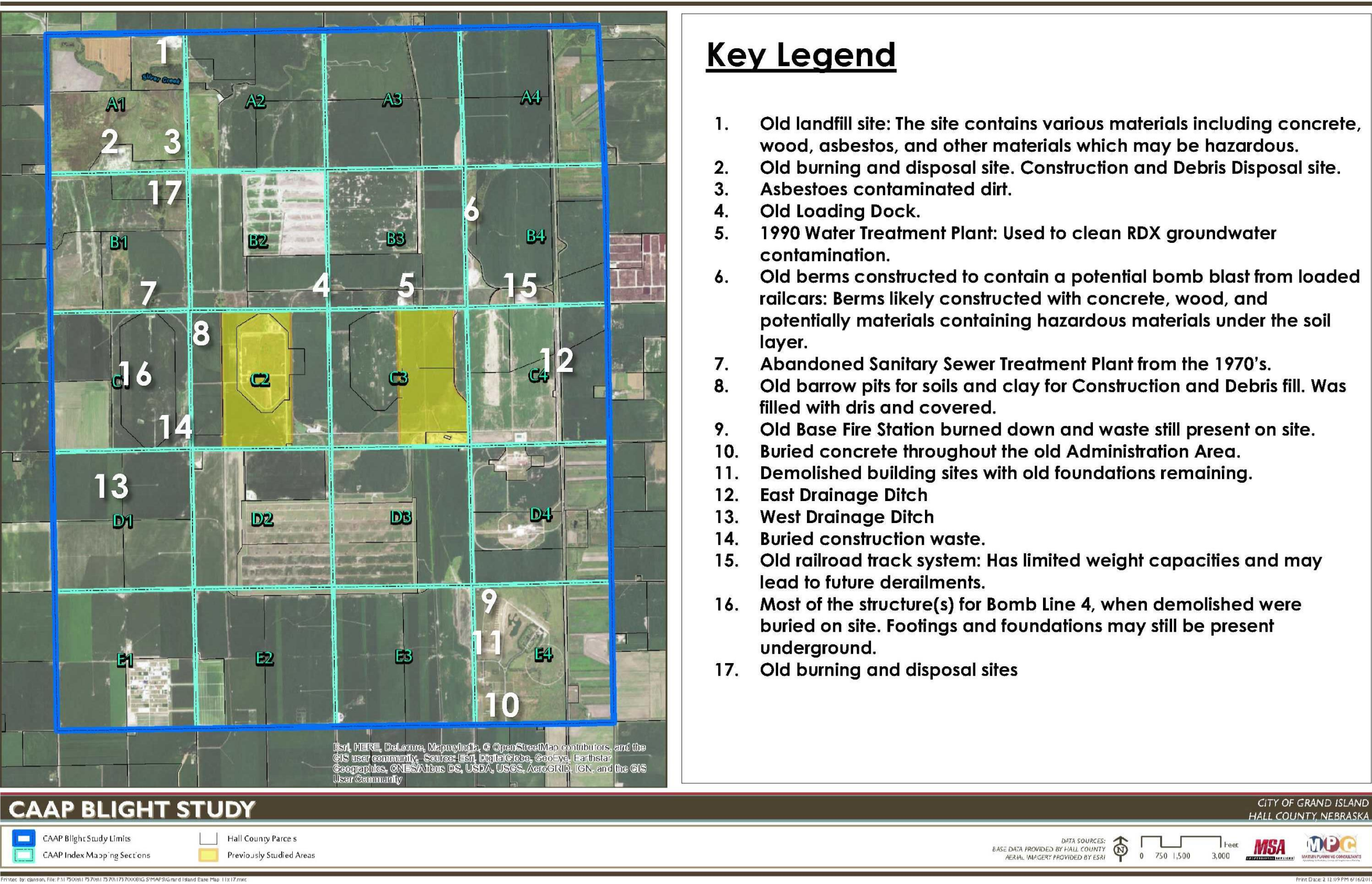
Existence of Conditions endangering life or property due to fire or other causes

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 8. Also, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The contaminated groundwater has 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 8 indicates the study area in 1997 was directly over one of the most contaminated areas of CAAP. In addition, the Study Area is within an EPA Superfund Site.

Based on the field analysis there are sufficient elements present to meet the definition of dangerous conditions within the Study Area. Besides groundwater contamination, additional elements contributing to these criteria can be found; however, refer to Figure 10 for additional findings.

Figure 11
Insanitary and Unsafe Conditions/Existence of Conditions endangering life or property due to fire or other causes/ Combination of factors which are impairing and/or arresting sound growth



Source: Review of Environmental Documentation Related to the Cornhusker Army Ammunition Plant; HDR; 2008

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Example of the Existing Conditions Endangering Life or Property

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

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

- The entire Study Area is within an EPA Superfund Site
- The contamination plume is a major condition factor arresting sound growth in the Grand Island area.
- The condition of the railroad track is a deterrent for any business needing rail service
- The numerous landfill/construction and debris sites within the Study Area create unknowns and extreme costs for future clean-up
- Large berms along 70th near Capital Avenue
- The existing water system and sanitary sewer systems are not capable of use; except for, specific prescribe uses as defined by the numerous reports for this site
- Drainage capacity of the area is minimal regarding the ability to handle large amounts of runoff during large storm events.



Example of Conditions Arresting Growth

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

Diversity of Ownership

The diversity of Ownership implies there are multiple landowners in an area. When there are multiple landowners, then the process of development and redevelopment can be hindered due to a vast number of people and corporations needing a say in the process. In these situations, it "may" become necessary for the public sector to become involved through the use of incentives to guide the effort.

Within the CAAP Study Area, there are 26 different property owners. These property owners include:

- The United States government
- The City of Grand Island
- Hall County
- The Nebraska Game and Parks Commission
- Central Platte Natural Resources District
- 21 different private landowners

The Diversity of Ownership is difficult on an area-wide basis, but there are also sections of ground within the Study Area which have multiple landowners. This diversity can add more difficulty to the redevelopment of a smaller area and requires considerable coordination. One example is the recent area owned by O'Neill Wood Products and Grand Island Economic Development Corporation; both parties needed to work together for a possible redevelopment area to be declared Blighted and Substandard, as well as, moving the project forward. Not saying there were problems, but having multiple owners involved can slow and complicate the process in the future.

Due to the Diversity of Ownership within the Study Area, this is a contributing factor to the area being declared Blighted and Substandard.

Faulty Lot Layout

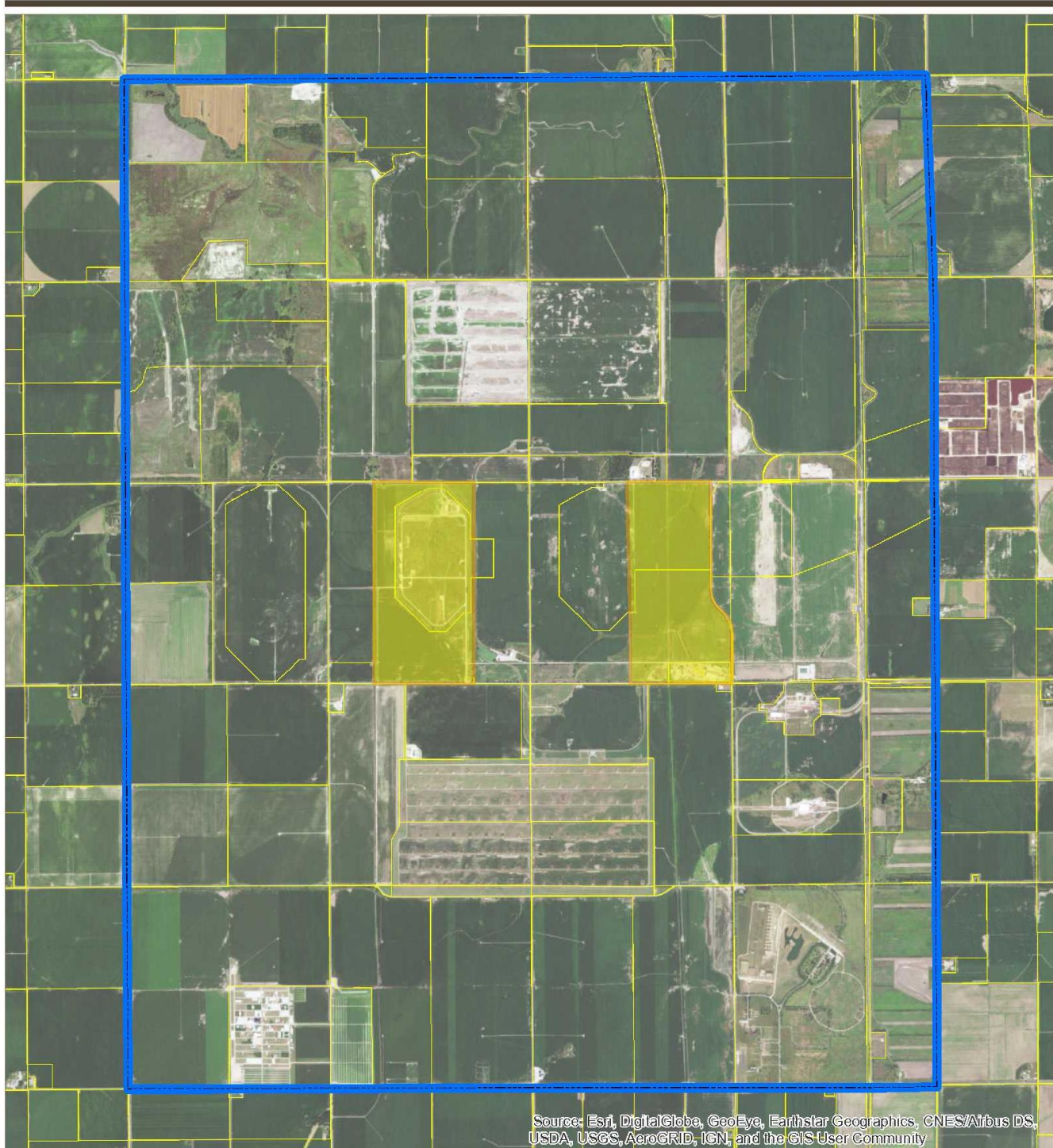
Within the Study Area, there are multiple parcels/lots throughout the 20 square miles. However, when the Department of Defense/US Government began selling off land within the boundaries of the Army Reserve, they were divided into many different configurations.

A large reason for this was likely due to what could be split off and sold at a specific time. Examining Figure 11, it is obvious the sale of the parcels, and the shape of the land did not have a specific plan or rationale. The previous section, Diversity of Ownership, identified 26 different landowners; however, there are 89 parcels owned by those landowners.



Blow-up of Figure 12

Figure 12
Lot/Parcel Layout

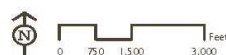


CAAP - LOT / PACEL LINES

CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA

 Previously Studied Areas  CAAP Blight Study Limits  Hall County Parcels

DATA SOURCES:
BASE DATA PROVIDED BY HALL COUNTY
AERIAL IMAGERY PROVIDED BY ESRI



Printed by: cjanison, File: P:\175008\175708\175708\GIS\MAPS\Figure 11 CAAP Lot Lines.mxd

Print Date: 11:56:17AM 6/19/2017

Source: Hall County Assessor, Marvin Planning Consultants and MSA 2017

Part B of the Blight Definition

Age of Commercial Units

Age of commercial units is a contributing factor to the blighted and substandard conditions in an area. The statute allows 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 came from the Appraisal data within the Hall County Assessor's website data.

Within the study area, there are 202 commercial units in some form or another. The age of structure has been determined by researching the structural age on the Hall County Assessor's and Treasurer's websites and reviewing older documents, as well as, a land survey completed on the entire site.

Considering the older commercial units have no specific dates attached to them since the property was a Federal Military facility, the assumption is the older commercial units were a part of the original installation in 1942. Therefore, the older remaining commercial units and any remaining foundations have been in place since 1942 and are currently 74 years old each. For purposes of this study, older utility poles and concrete culverts were not counted in the age calculation; although they contribute to the general deteriorating condition.

The following breakdown was determined:

- 158 (78.2%) units were determined to be 40 years of age or older
- 44 (21.8%) units were determined to be less than 40 years of age

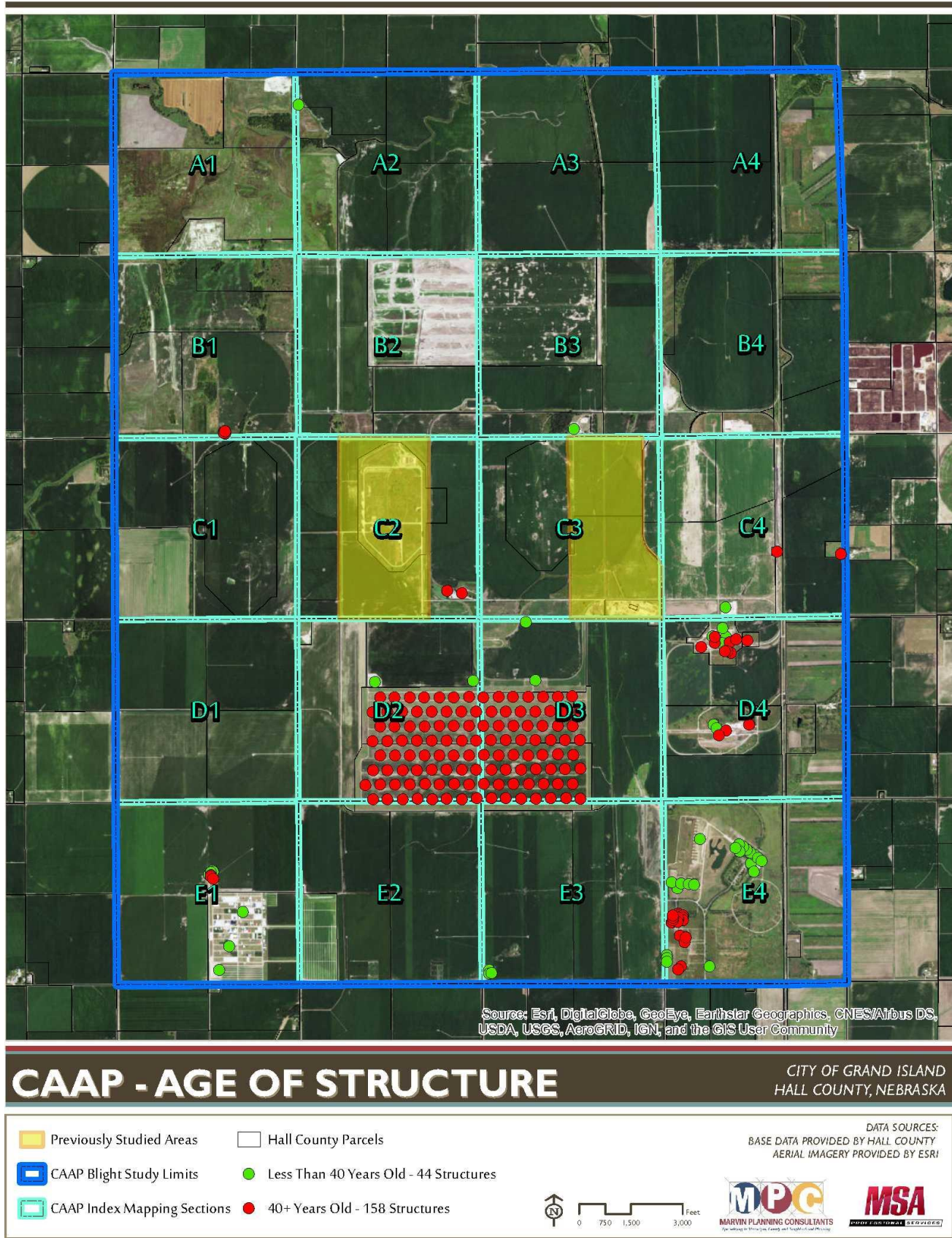
Table 1:
Age of Units

	Number of Units	Construction date	Age of Units	Cummulative Age
	2	1920	97	194
	2	1925	92	184
	1	1940	77	77
	125	1942	75	9375
	12	1945	72	900
	10	1970	47	750
	6	1976	41	450
	5	1990	27	135
	1	1992	25	25
	1	2000	17	17
	9	2003	14	126
	2	2004	13	26
	2	2005	12	24
	2	2006	11	22
	2	2008	9	18
	12	2011	6	72
	1	2012	5	5
	5	2013	4	20
	7	2014	3	21
Total Cummulative	202			11986
Average Age				59.33663366

Source: Hall County Assessor

Also, Table 1, above, examined the commercial units within the study area and calculated a cumulative age and divided by the total number of commercial units to get a mean age. The mean age of all of the commercial units in the study area is 59.3 years.

Figure 12
Age of Commercial Units



Source: Hall County Assessor

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.
- **Substantial number of deteriorating structures**
 - Based upon the review of Hall County Assessor data, field observations, drone observations and other aerials there are a substantial number of deteriorating structures within the Study Area:
 - 156 structures deemed to be in a deteriorated state.
 - 46 structures deemed to be in good 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.
 - Study area is currently within a EPA Superfund Site, see Appendix B
- **Insanitary or Unsafe Conditions**
 - Drainage of the existing site is difficult based on the existing topography.
 - Stormwater management.
 - Internal Infrastructure.
 - Old Cornhusker Army Ammunition Plant infrastructure and Contamination.
 - Several other issues including landfills filled with asbestos material and potentially other hazardous substances, see Figure 11.
- **Dangerous conditions to life or property due to fire or other causes**
 - Old Cornhusker Army Ammunition Plant Contamination.
 - Several other issues including landfills filled with asbestos material and potentially other hazardous substances, see Figure 11.
- **Combination of factors which are impairing and/or arresting sound growth**
 - The contamination plume is a major condition factor arresting sound growth in the Grand Island area.
 - The condition of the railroad track is a deterrent for any business needing rail service
 - The numerous landfill/construction and debris sites within the Study Area create unknowns and extreme costs for future clean-up
 - Large berms along 70th near Capital Avenue
 - The existing water system and sanitary sewer systems are not capable of use; except for, specific prescribe uses as defined by the numerous reports for this site
 - Drainage capacity of the area is minimal regarding the ability to handle large amounts of runoff during large storm events.
 - Study area is currently within a EPA Superfund Site, see Appendix B
- **Diversity of Ownership**
 - The Study Area contains 26 different landowners including six different governmental entities.
- **Faulty Lot Layout**
 - The Study Area contains 89 different parcels owned by 26 different landowners.
 - Many these parcels are not square or rectangular in shape but oddly shaped parcels

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

- The Study Area has had no population over the past two decennial censuses. Based upon the DOD criteria for the Study Area, permanent residential structures and units are not permitted; other than the residence for the Park Superintendent for Heartland Shooting Park.

Criteria under Part B of the Blight Definition

- **Average age of commercial units is over 40 years of age**

- Within the Study Area 78.2% of the commercial units meet the criteria of 40 years of age or older.
- Based upon the county assessor's assessment records, the average age of the commercial units within the study area is 59.3 years.

- **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, these include:

- Improper Subdivision or Obsolete Platting
 - The land was originally laid out by the U. S. Government during and after World War II.
- Defective/Inadequate street layouts
 - The primary layout in this Study Area are section line roads
- 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
- Over one-half of the property is unimproved and has been within the City for over 40 years.
 - NA
- 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

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 eligible to be deemed to be Blighted and Substandard. The area meets all of the necessary eligibility 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.

Predominance of Deteriorating Buildings or Improvements

The team went through every property record on-line, via the Hall County Assessor's site to identify structures in good or bad condition. Also, a site visit examined many existing structures throughout the Study Area. In addition, the use of aerial photography and a drone flight were utilized in gaining a better view and more insight on the structural conditions of certain areas of the former Army Reservation.

Through the team's observations and analysis, the following was determined:

- 155 structures were in bad or deteriorating condition
- 46 structures were in good condition
- 1 structure burned down

Almost everything constructed during the Army's occupation of the area fits within the category of deteriorated and dilapidated and is in poor condition. The structures deemed to be in good condition have been constructed by the new property owners, including the area around Husker Harvest Days and the actual range at the Heartland Shooting Park.

Besides the actual standing structures, there are several concrete slabs and footings still visible on the old administration area. The above ground portions have been torn down slabs and footings were left behind.

Based upon the review of this issue, it is found that deteriorating structures is a contributing factor in declaring this area substandard.

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 8. Also, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The contaminated groundwater has 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 8 indicates the study area in 1997 was directly over one of the most contaminated areas of CAAP.

Based on the field analysis there are sufficient elements present to meet the definition of dangerous conditions within the Study Area. Besides groundwater contamination, additional elements contributing to these criteria can be found; however, refer to Figure 11 for additional findings.

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 – CAAP

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

Blighted Conditions

- Former Defense Site
- Existence of commercial units over 40 years of age
- 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, including contamination
- Combination of factors which are impairing and/or arresting sound growth
- Diversity of Ownership
- Faulty Lot Layout
- Stable or decreasing population based on the last two decennial censuses

Substandard Conditions

- Former Defense Site
- Dangerous conditions to life or property due to fire or other causes, including contamination
- Predominance of buildings or improvements which by reason of deterioration and age are conducive to ill health and detrimental to the public health

Appendix A

Ownership by Acres by Section

Ownership Table

Map Index Number	Owner	Acreage	
A1	Central Platte NRD	428.17	
	USA	51.48	
	Game and Parks	157.3	636.95
A2	Thayer Properties LLC	454.75	
	Central Platte NRD	91.71	634.55
A3	Big B, Inc	299.30	
	Keith Brown	113.77	
	Kaboom	216.54	629.61
A4	Kaboom	402.68	
	ARS	27.65	
	Game and Parks	215.76	646.09
B1	Central Platte NRD	340.01	
	USA	307.23	647.24
B2	4 T Land LLC	240.38	
	Keith Brown	94.81	
	ARS	3.76	
	Panowicz	45.94	
	Big B, Inc	254.72	639.61
B3	4 T Land LLC	257.17	
	Panowicz	40.67	
	USA	16.16	
	Keith Brown	110.38	
	Big B, Inc	212.51	636.89
B4	Southern Public Power	472.59	
	ARS	61.91	
	Hooker Bros	35.64	
	Mid-Nebraska Disposal	12	
	Blessing Premier Property LLC	22.37	
	Game and Parks	56.8	661.31
C1	Uhrich	136.84	
	Stueven	139.77	
	Panowicz	365.88	642.49
C2	ARS	1.73	
	Platte River Ind	316.26	
	GIEDC	1.73	
	Panowicz	295.96	631.66
C3	Panowicz	315.71	
	CAIP LLC	231.28	
	Wojtaszewski	38.56	
	ARS	3.18	
	O'Neill Wood Resources	27.57	600.32
C4	Wojtaszewski	274.87	
	ARS	26.78	
	Southern Public Power	208.12	
	Wojtaszewski	98.51	
	Other	130.23	640.00
D1	Haldeman	160.53	
	Big B, Inc	161.28	
	Petersen	325.49	647.30
D2	Petersen Farms	215.66	
	Heritage Disposal	424.72	640.38
D3	Wojtaszewski	256.64	
	Heritage Disposal	385.83	
	ARS	329.72	
	Southern Public Power	3.57	642.47
D4	Wojtaszewski	104.67	
	Game and Parks	204.44	642.4
E1	Rohwer Family Ltd Partnership	481.24	
	Farm Progress Comp. Inc	162.39	643.63
E2	Farm Progress Comp. Inc	66.47	
	Rohwer Family Ltd Partnership	244.45	
	Heritage Disposal	24.09	
	Petersen Farms	1.94	
	Kaboom	300.93	637.88
	Heritage Disposal	19.08	
	Wojtaszewski	1.88	
	Kaboom	606.63	627.59
E4	City of Grand Island	420.05	
	Game and Parks	204.92	
	ARS	11.82	
	Hall County	5.97	642.76
Total		11,638	

Appendix B

CAAP Superfund Information

The following information was taken directly off the EPA Website regarding the CAAP Superfund Site.

Site Background

The Cornhusker Army Ammunition Plant is a 12,042-acre site near Grand Island, Nebraska. The Army built the plant in 1942 to produce munitions and provide support functions during World War II. The plant area includes five major production areas where munitions were loaded, assembled and packed; a fertilizer manufacturer; two major storage facilities; sanitary landfills; and burning grounds where materials contaminated with explosives were ignited. Improper disposal of contaminated wastewater and other plant operations resulted in groundwater contamination on and off the site. The U.S. Army Corps of Engineers (USACE) is conducting the first of two phases of cleanup at one subsite. Operation and maintenance activities and monitoring are ongoing.

EPA's Involvement at this Site

The EPA provides oversight of environmental cleanup work performed by USACE on behalf of the Army. The EPA is a party to an agreement with USACE and the Nebraska Department of Environmental Quality (NDEQ) which describes how that cleanup will be conducted. Based on this agreement, the EPA provides regulatory review and oversight of documents developed and work conducted by the USACE at the site. In addition, EPA is taking an active role in performing groundwater sampling to evaluate the presence of contaminants, including perchlorate, which were not originally identified in the documents which spell out the agreements between EPA, USACE, and the State of Nebraska.

Site Status

Systems are currently in place at the site for extracting and treating contaminated groundwater. In addition to extraction and treatment, the remedy for the groundwater contamination includes monitored natural attenuation and long-term monitoring. Natural attenuation describes a variety of in-place processes that, under favorable conditions, act without human intervention to reduce the mass, toxicity, mobility, volume or concentration of contaminants in groundwater. Remedies for other parts of the site include removal of soil contaminants and debris and institutional controls to prevent the property's use for non-industrial purposes.

The USACE/Army is currently conducting the first stage of cleanup activities at one subsite, including excavating and sifting soil to locate and dispose of gravel mines. Under the second stage of work, sifted soil, as well as the excavated site, will be characterized for contaminant concentrations that exceed cleanup levels. The USACE will transport and dispose of soils with contaminants above cleanup levels to an off-site facility.

Work to Protect Human Health and the Environment

This site is being addressed through Department of Defense (DoD) Federal Facility actions with oversight by EPA and NDEQ. EPA, NDEQ and DoD signed an Interagency Agreement in 1990 that describes how the Army will perform work to investigate and clean up the site.

The EPA has conducted several five-year reviews of the site's remedy. These reviews evaluate whether the remedies put in place protect public health and the environment, and function as intended by site decision documents. The most recent review concluded that response actions at the site are in accordance with the remedy selected by EPA and that the remedy continues to be protective of human health and the environment in the short term. Continued protectiveness of the remedy requires continued groundwater monitoring and implementation of institutional controls.

Site Risks

The greatest health risks to people are ingesting or touching contaminants in soil and groundwater. However, residents have had access to public water supplies since the early 1990s. Currently, there are no known exposures to contaminants at unacceptable levels, and therefore, no known unacceptable human health risks.

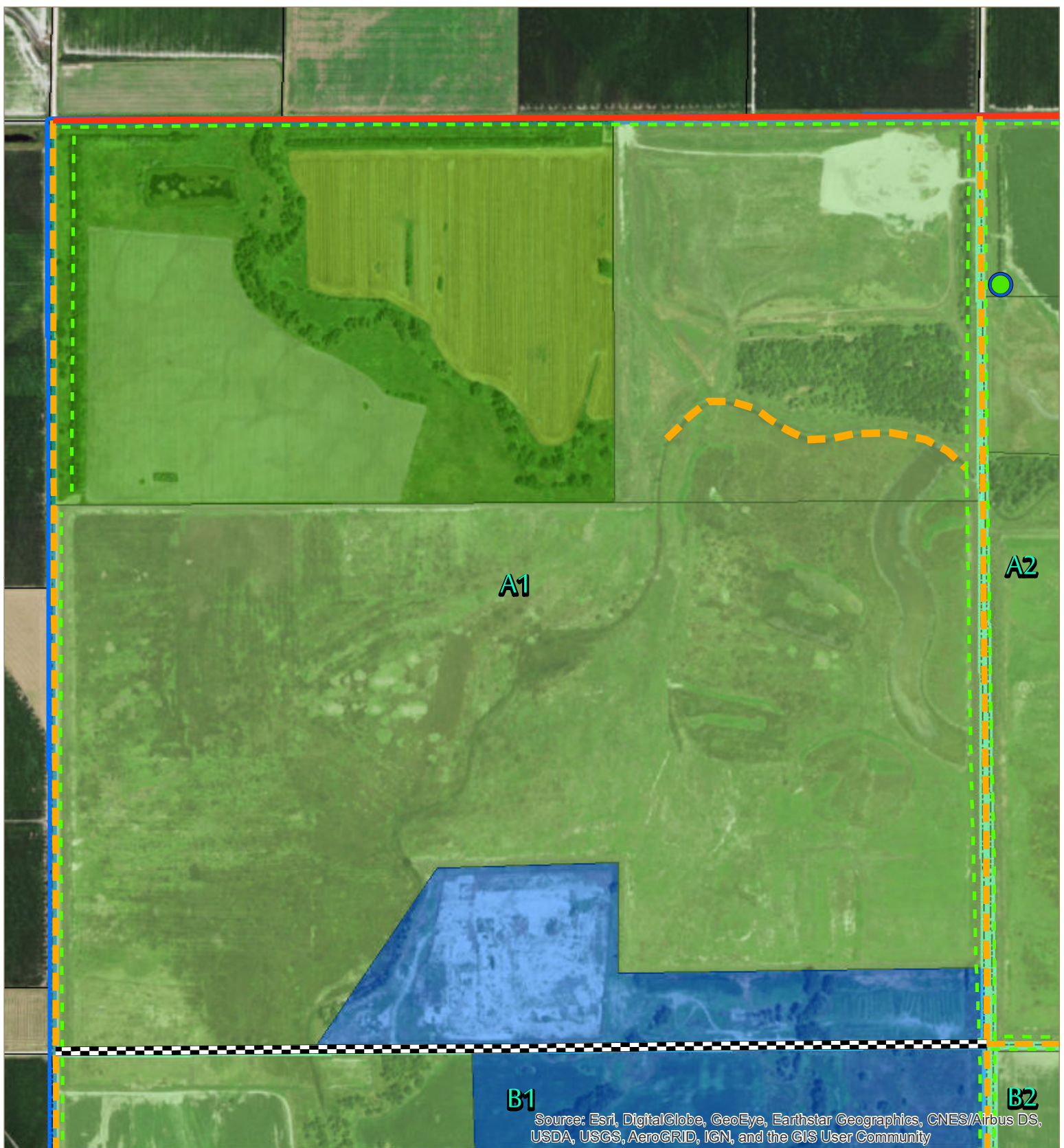
Emergency Response

Site cleanup has also included removal actions, or short-term cleanups, to address immediate threats to human health and the environment. Immediate actions included the disconnection of the well from the public water supply and extraction of contaminated groundwater. From 1987 to 1988, the Army incinerated 40,000 tons of contaminated soil in the surface impoundments.

The Army provided bottled water to the 250 homes with contaminated wells until residences were hooked up to the city's water system in 1986. In 1991 and 1992, the Army provided bottled water to additional homes with contaminated wells until residences were hooked up to the city's water system.

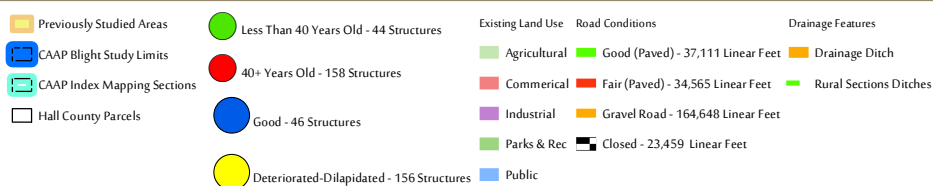
Appendix C

Section by Section Blow-ups of Conditions



CAAP - SECTION A1

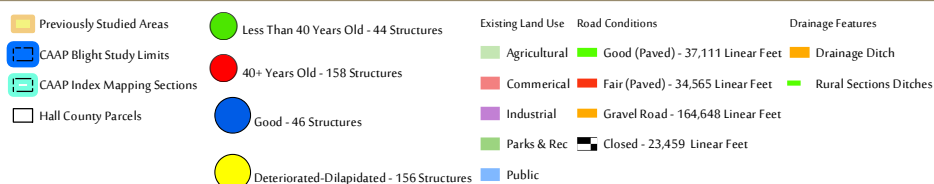
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HALL COUNTY, NEBRASKA





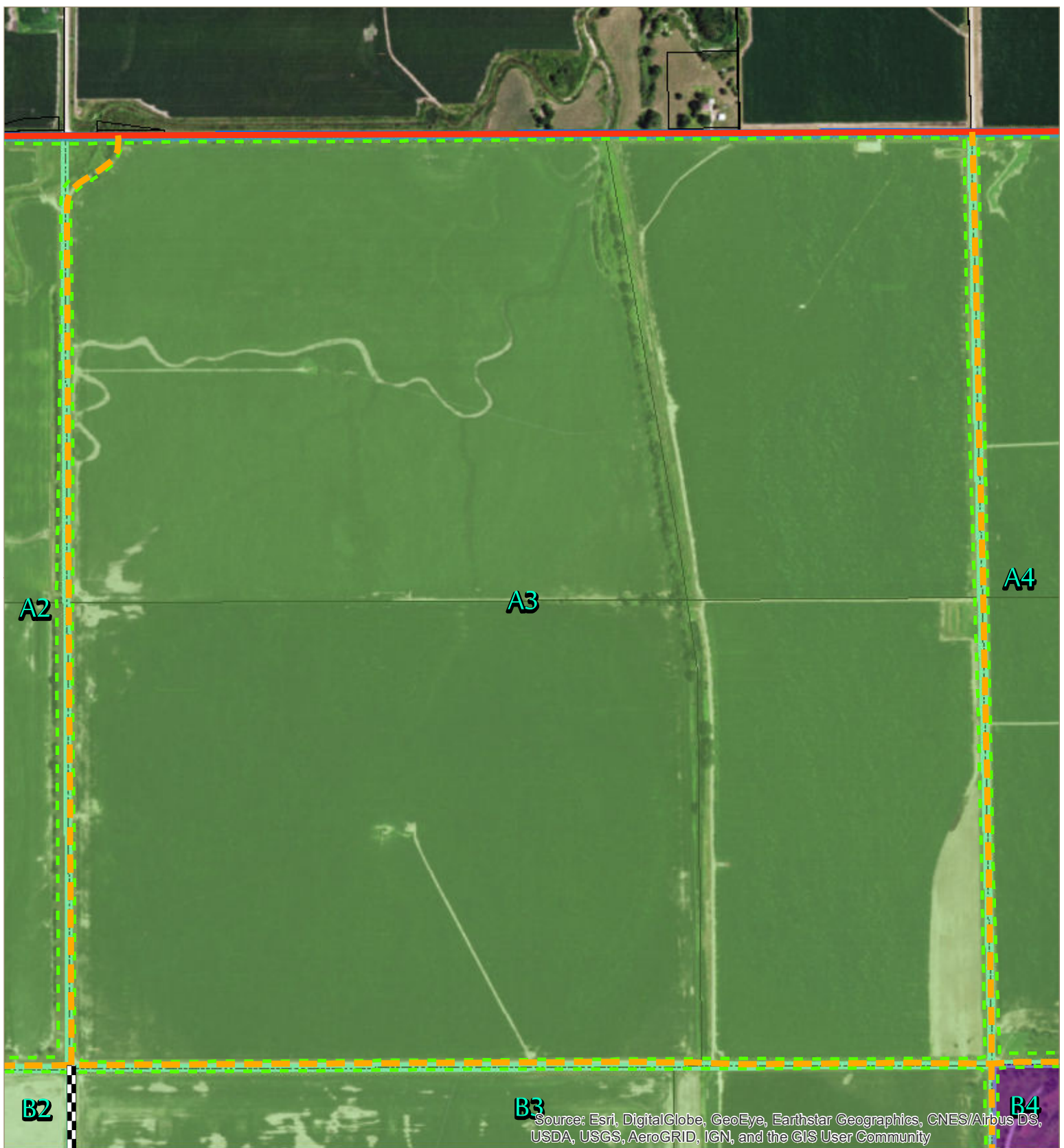
CAAP - SECTION A2

CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



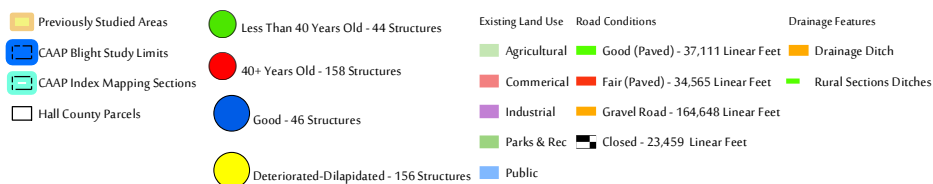
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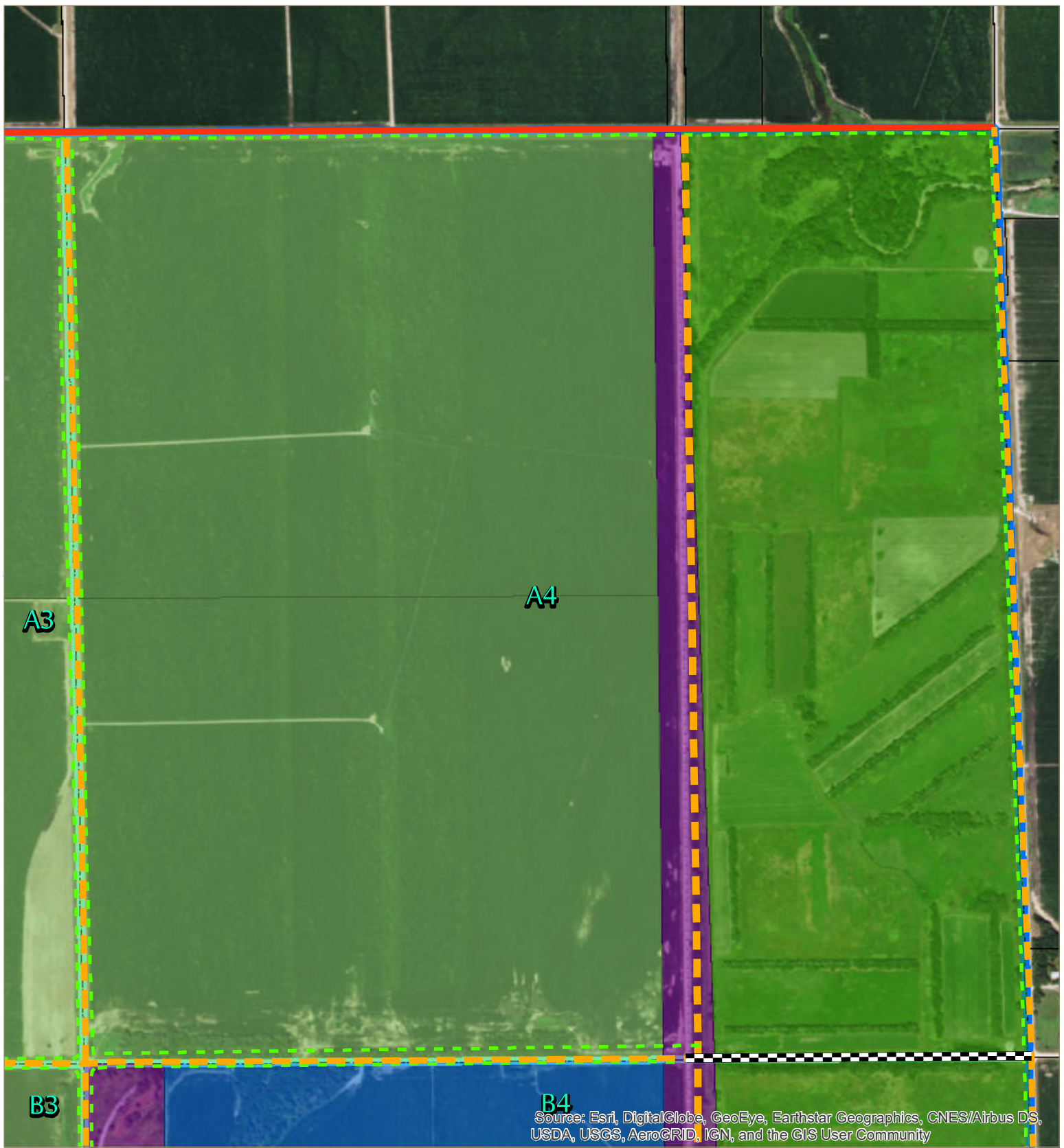
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CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



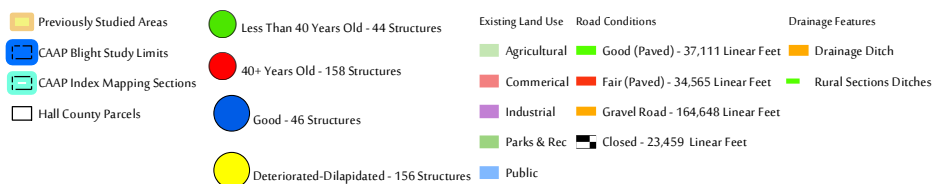
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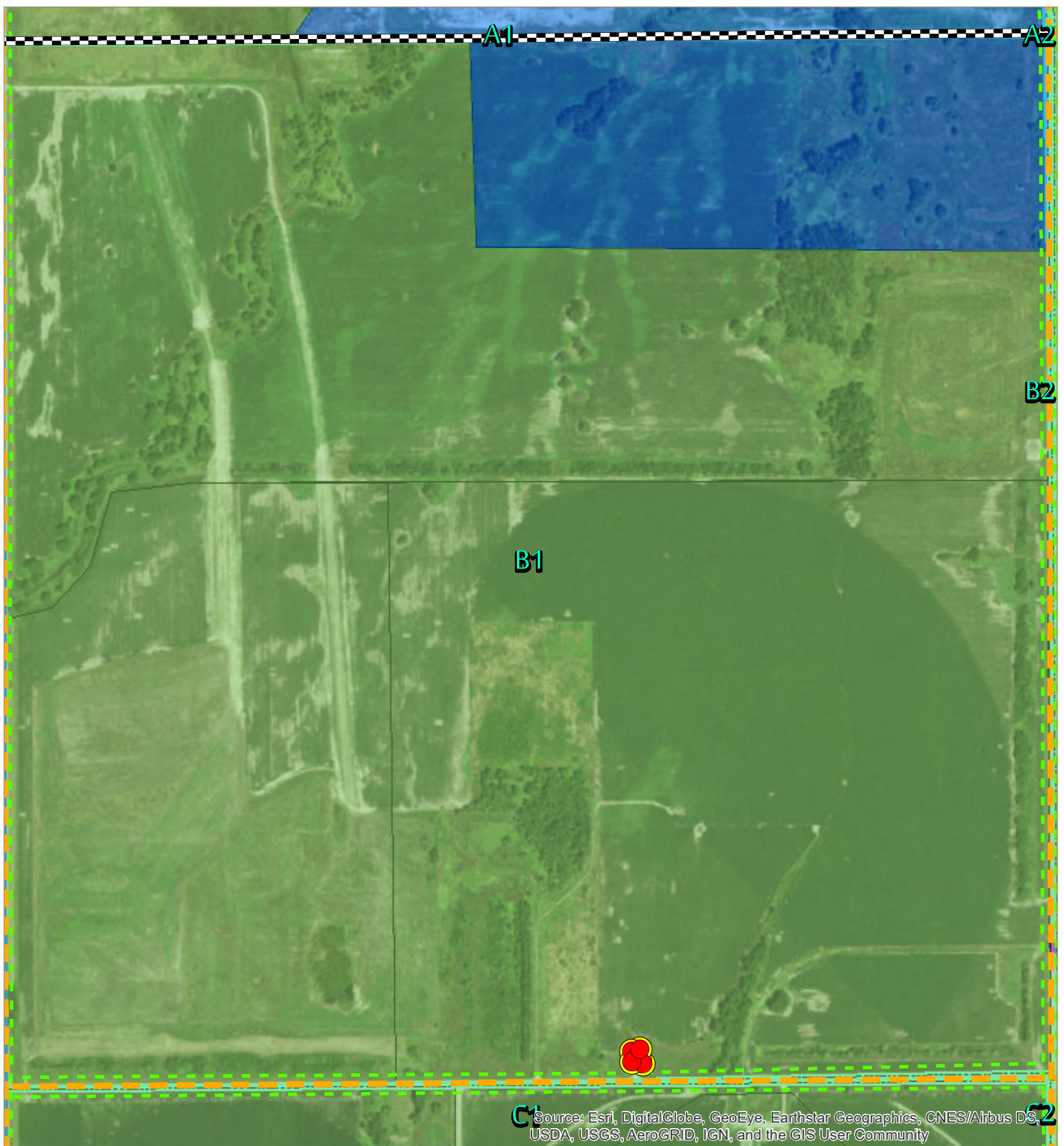
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CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



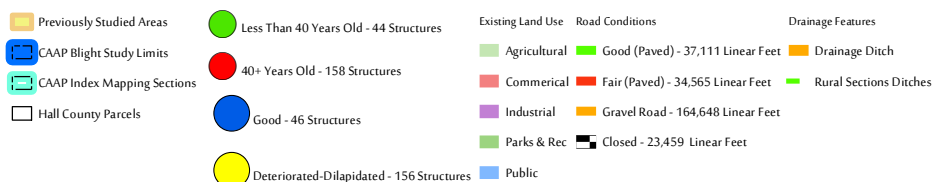
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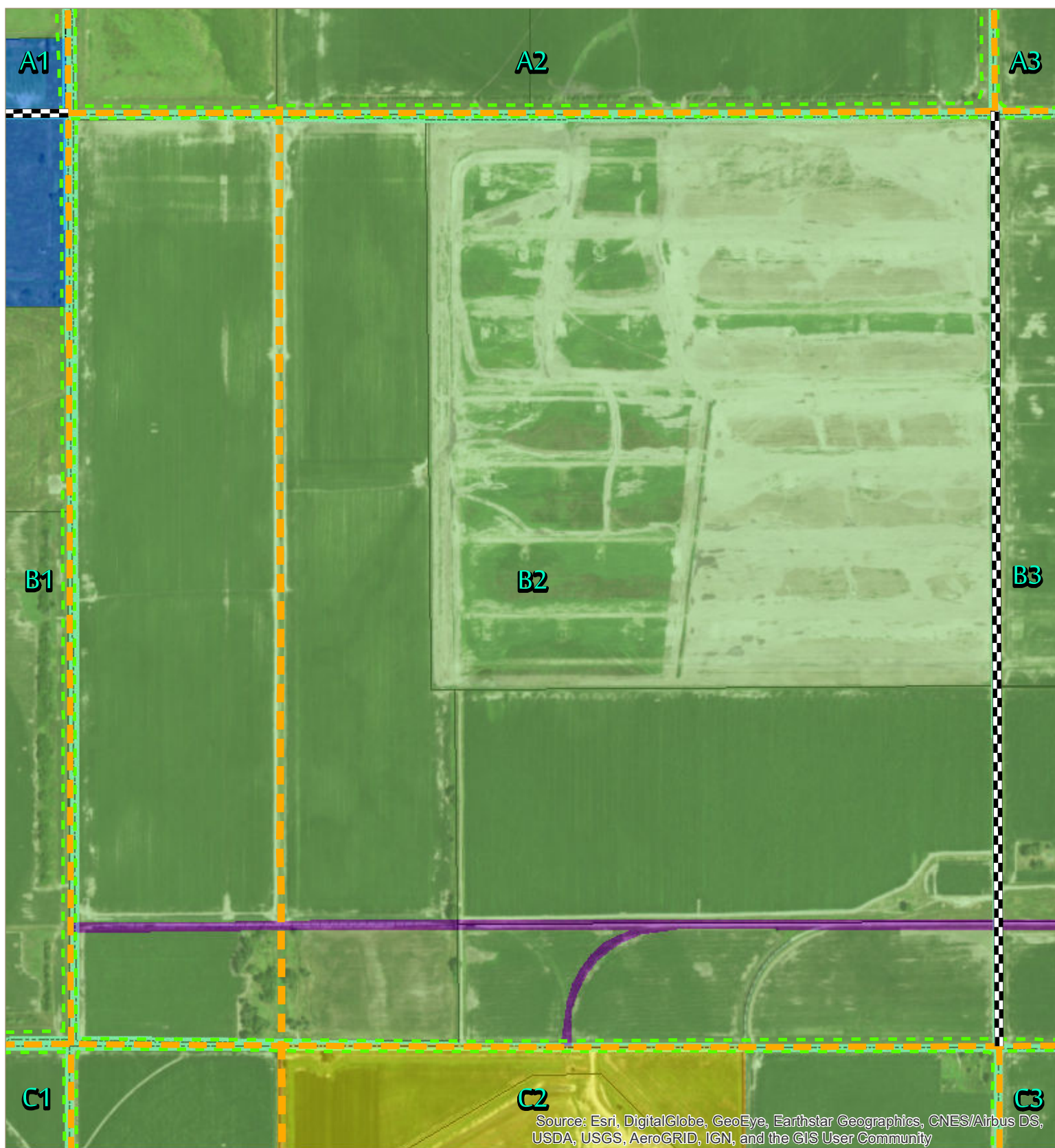
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CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



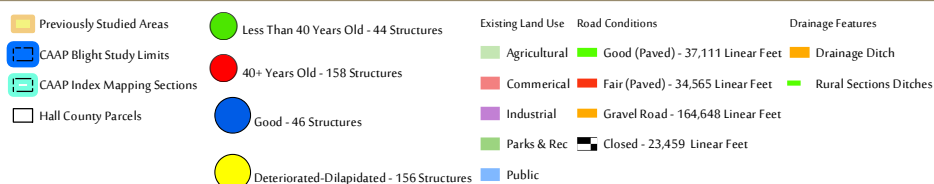
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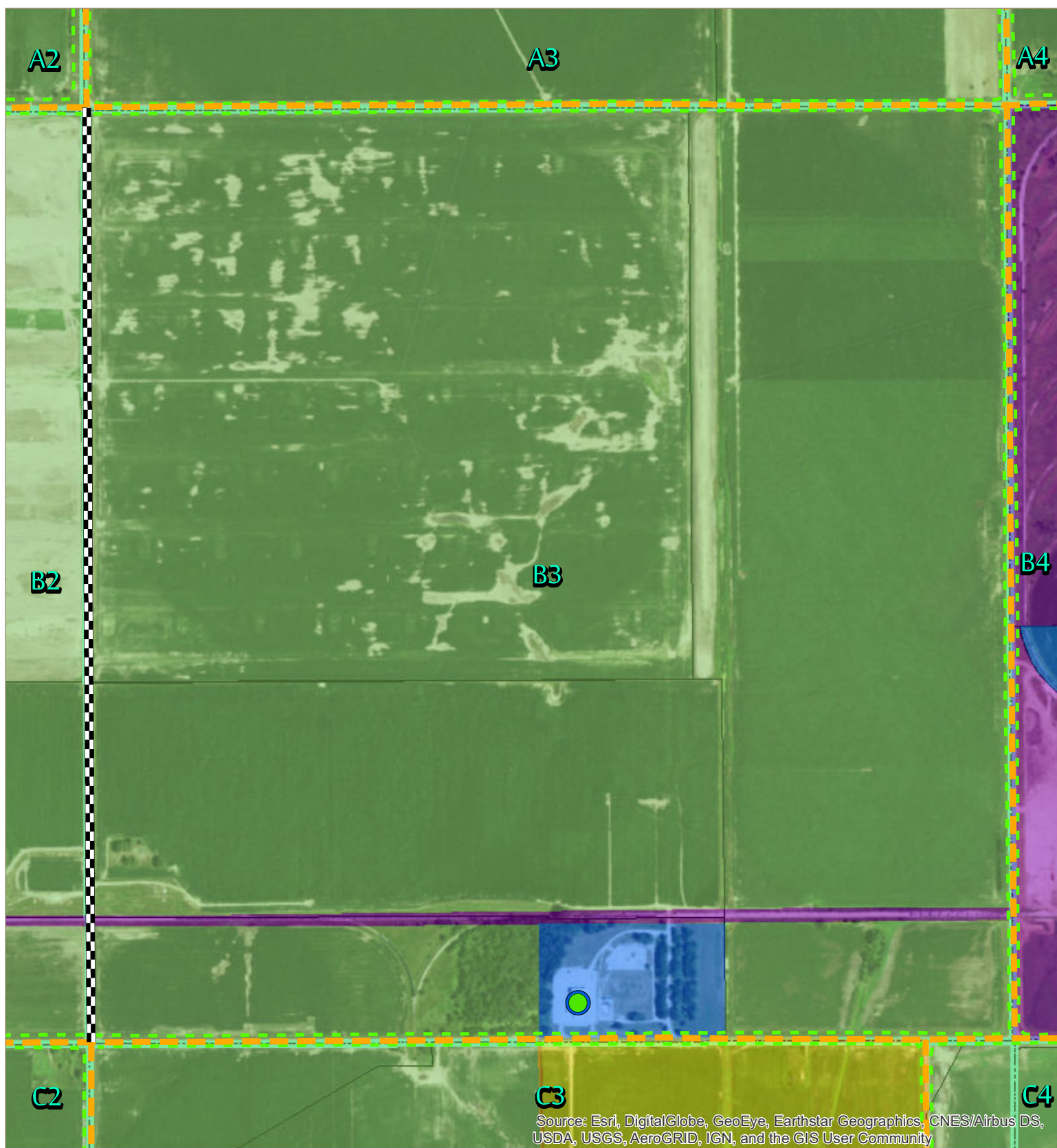
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HALL COUNTY, NEBRASKA



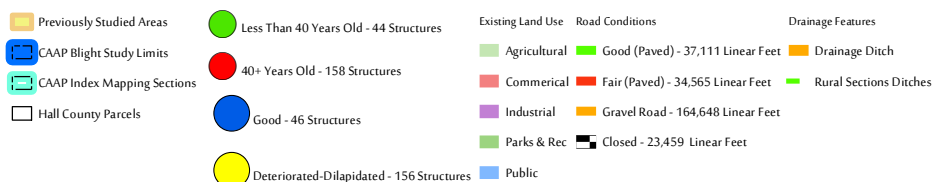
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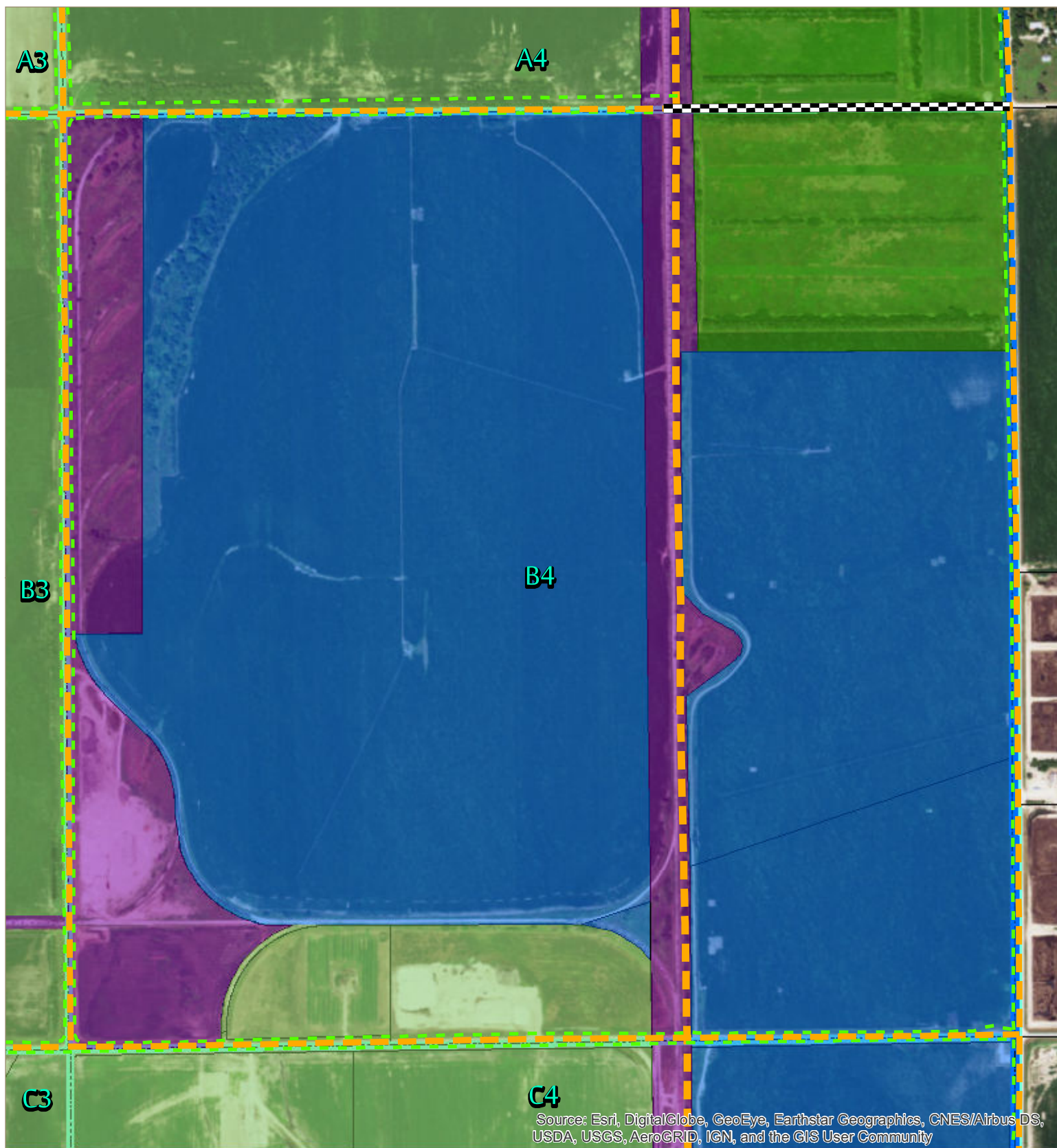
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CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



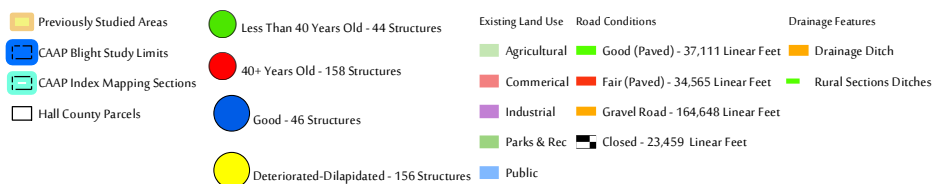
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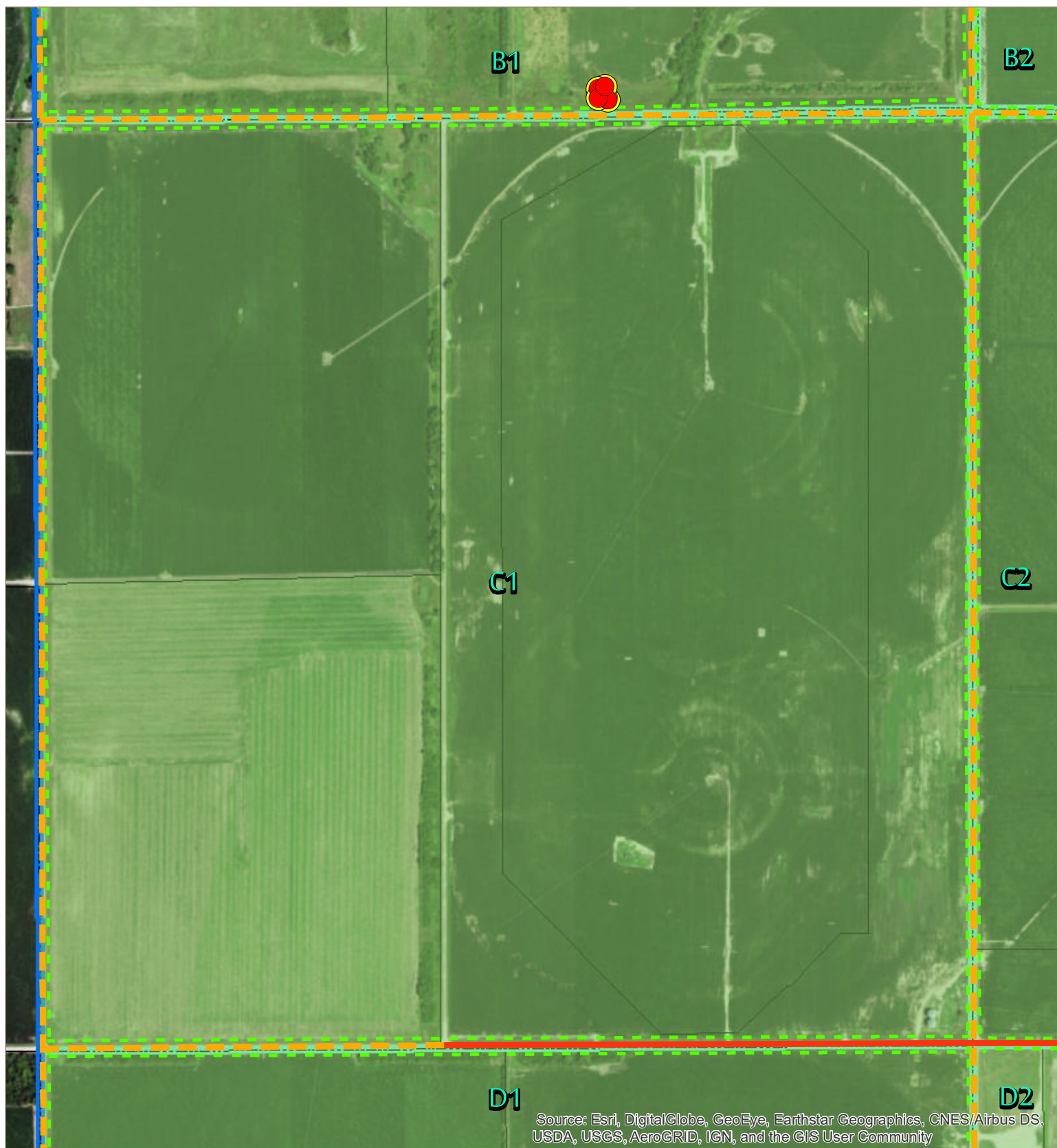
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CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



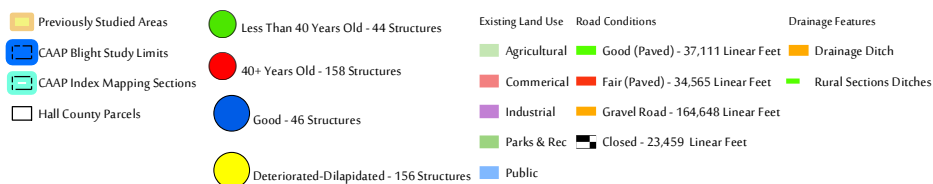
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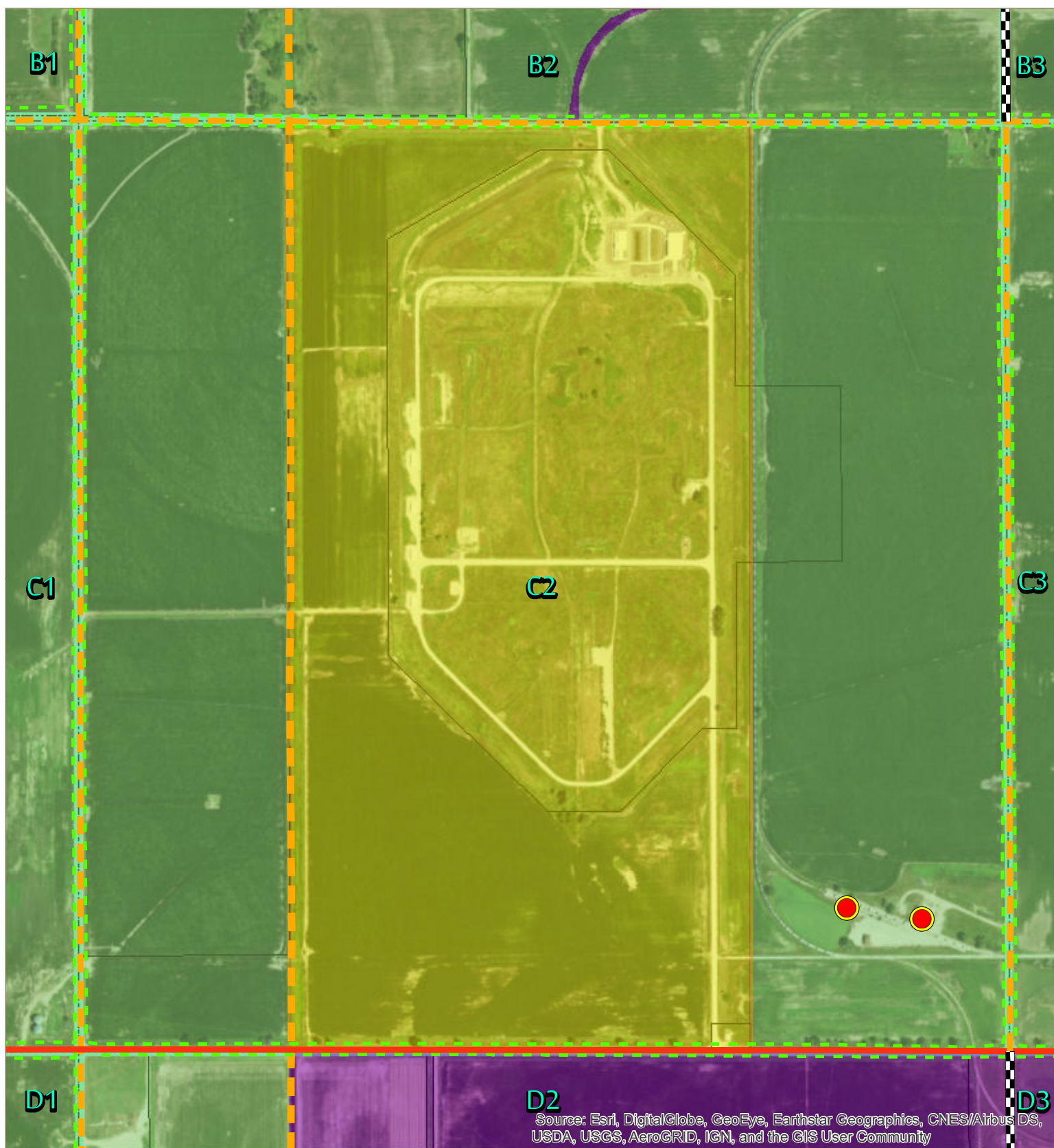




CAAP - SECTION CI

CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA

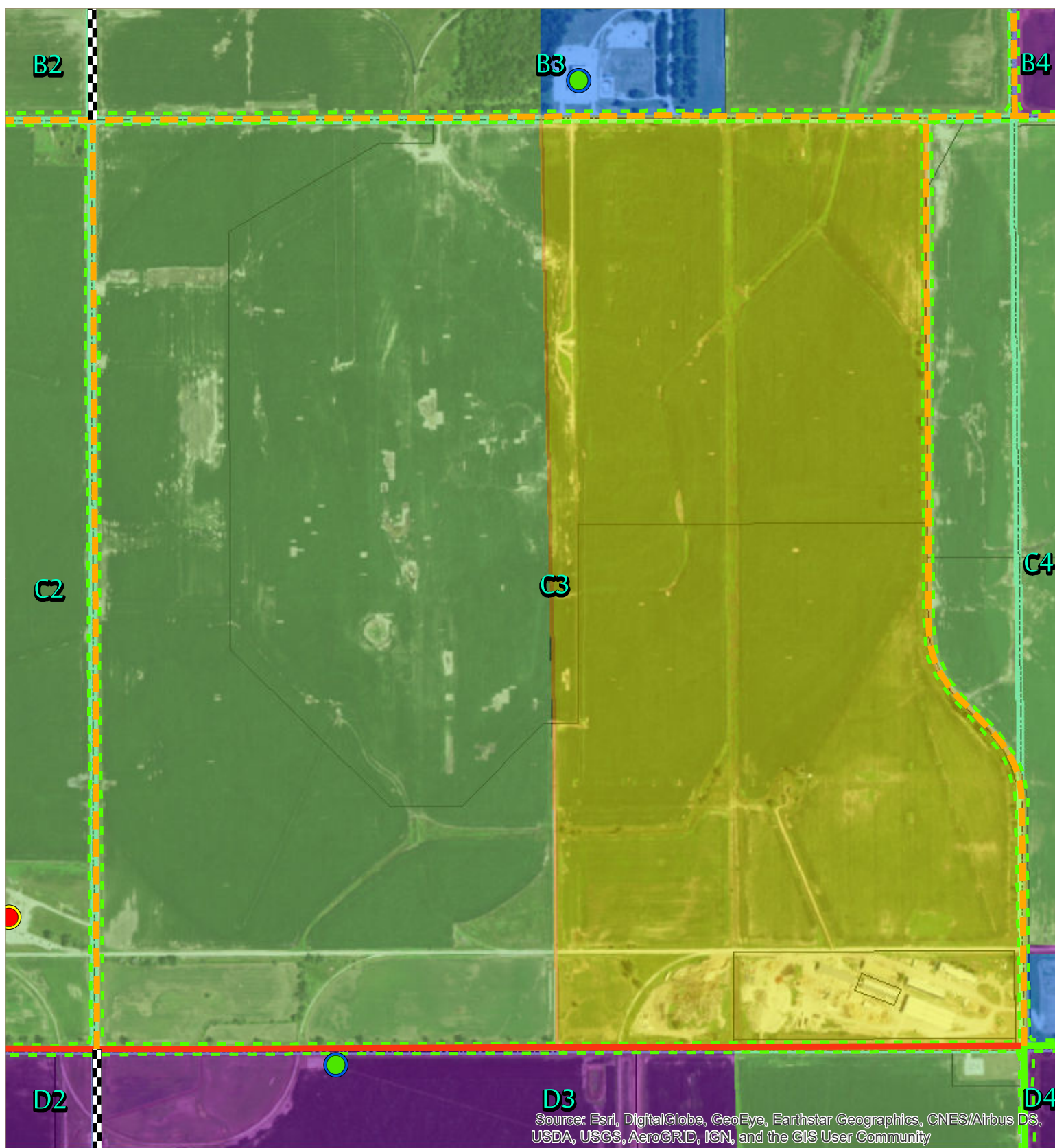




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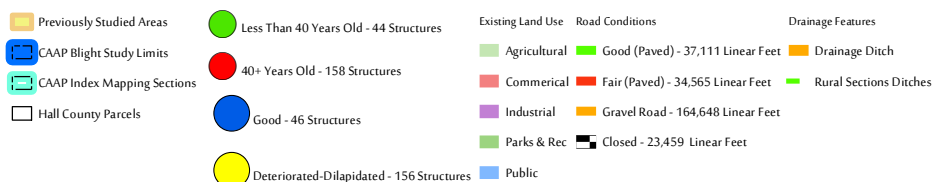
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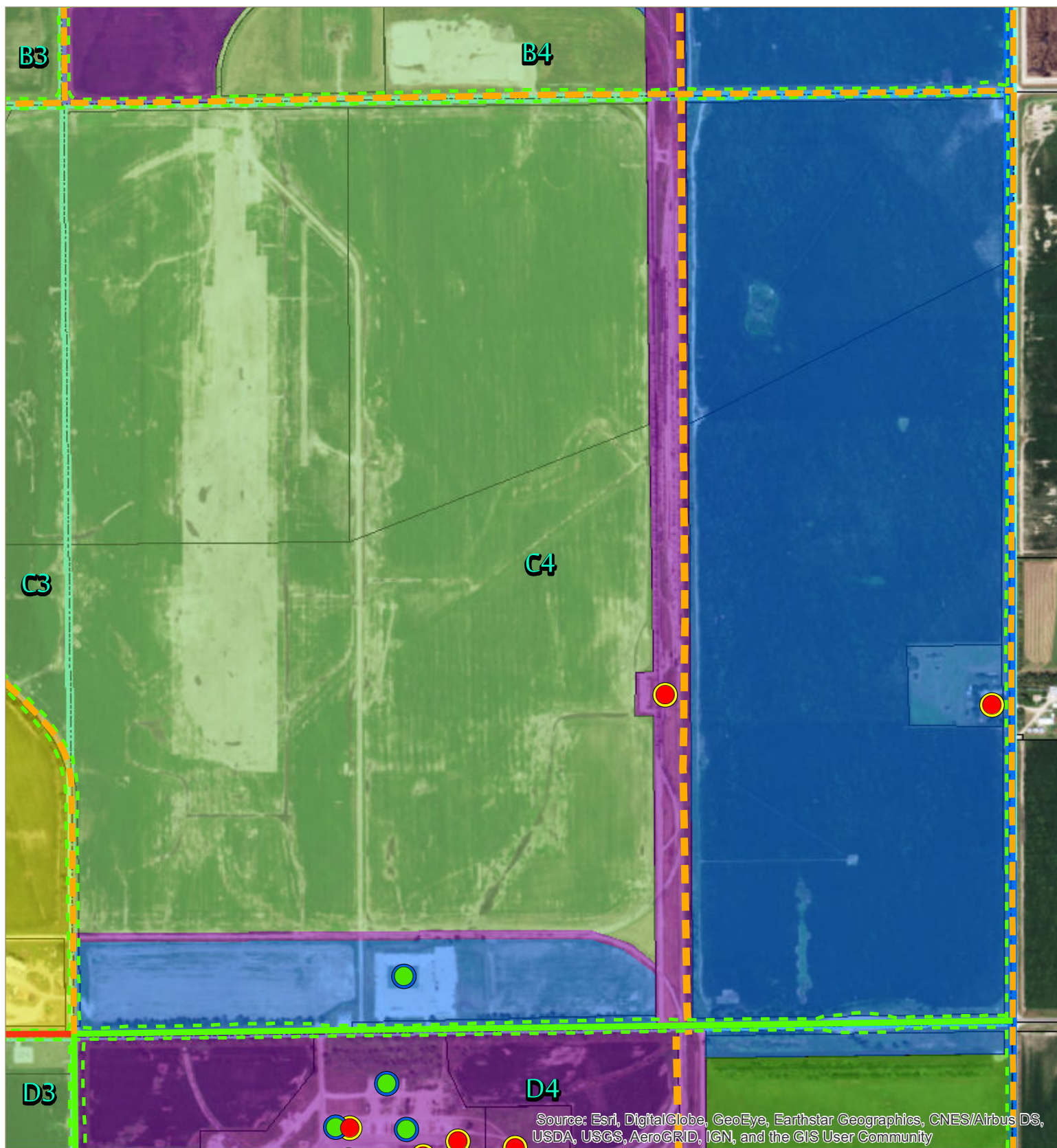
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HALL COUNTY, NEBRASKA



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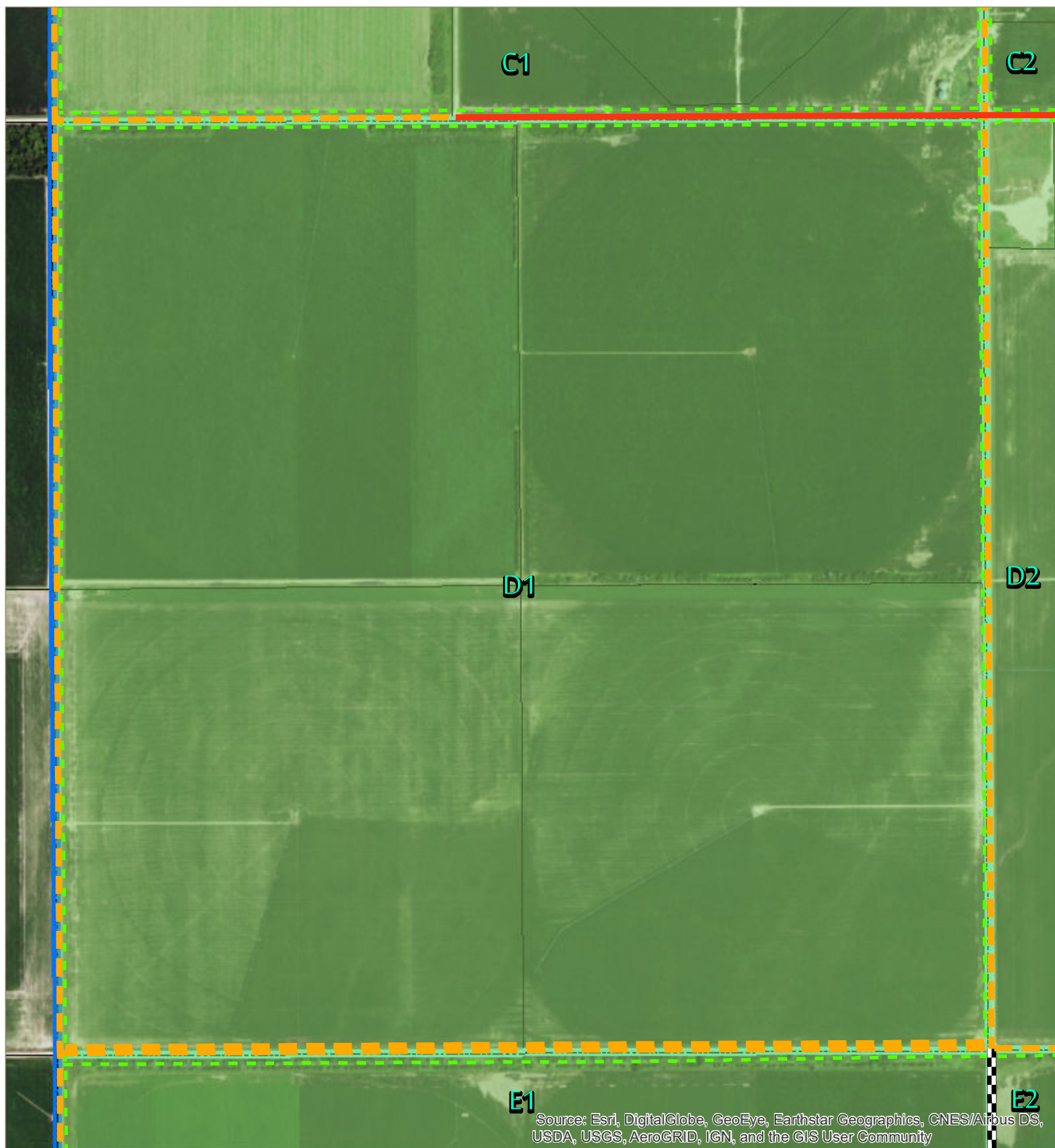
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CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



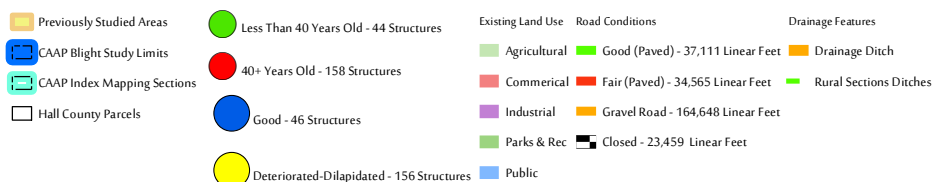
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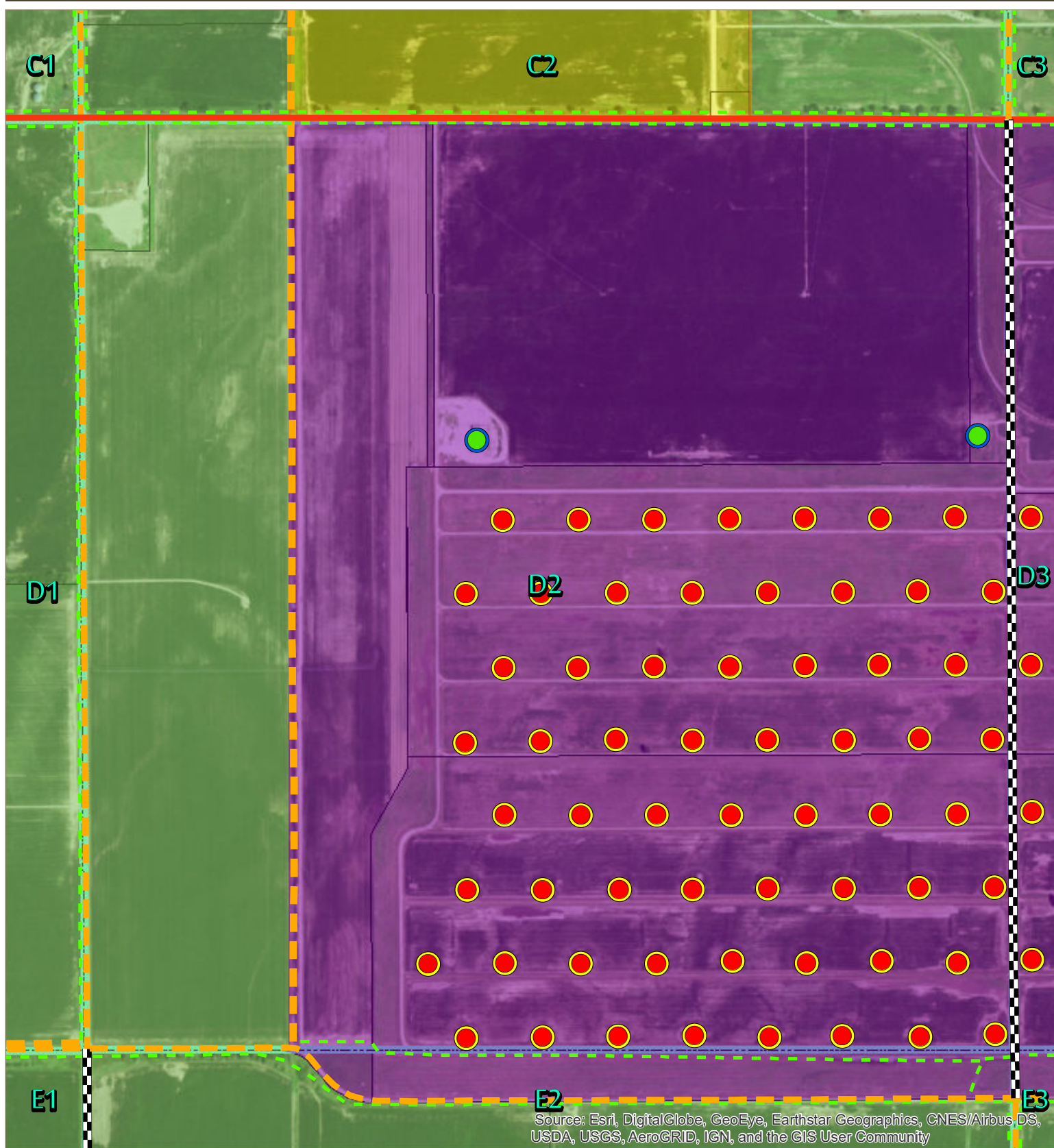
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CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



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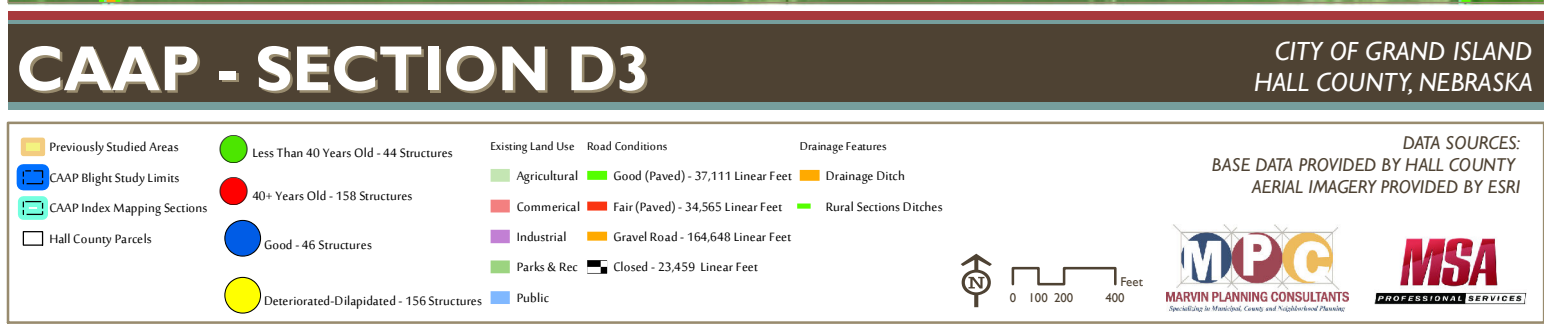
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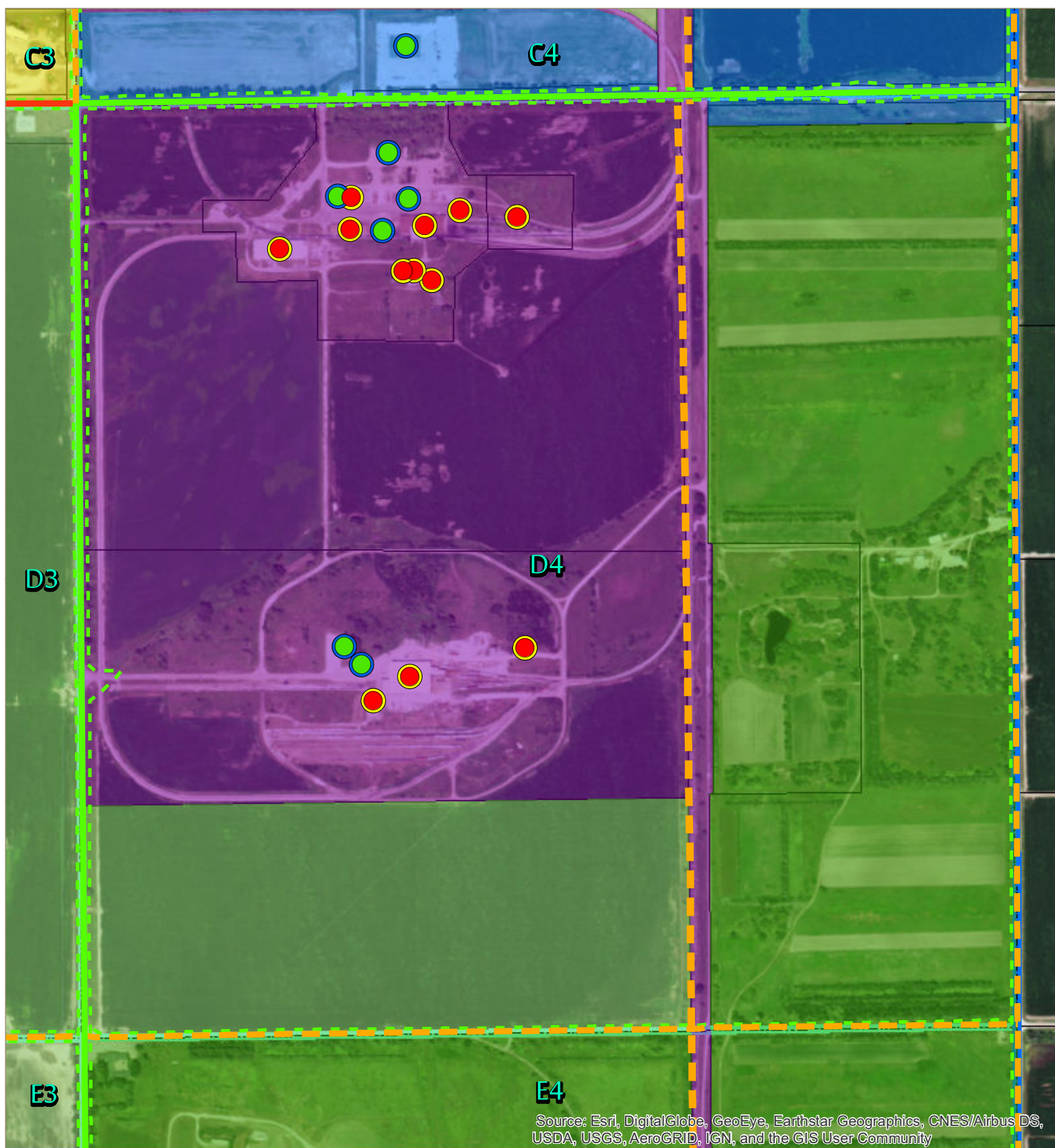
CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



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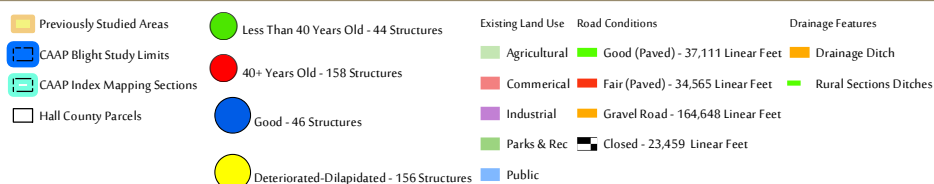




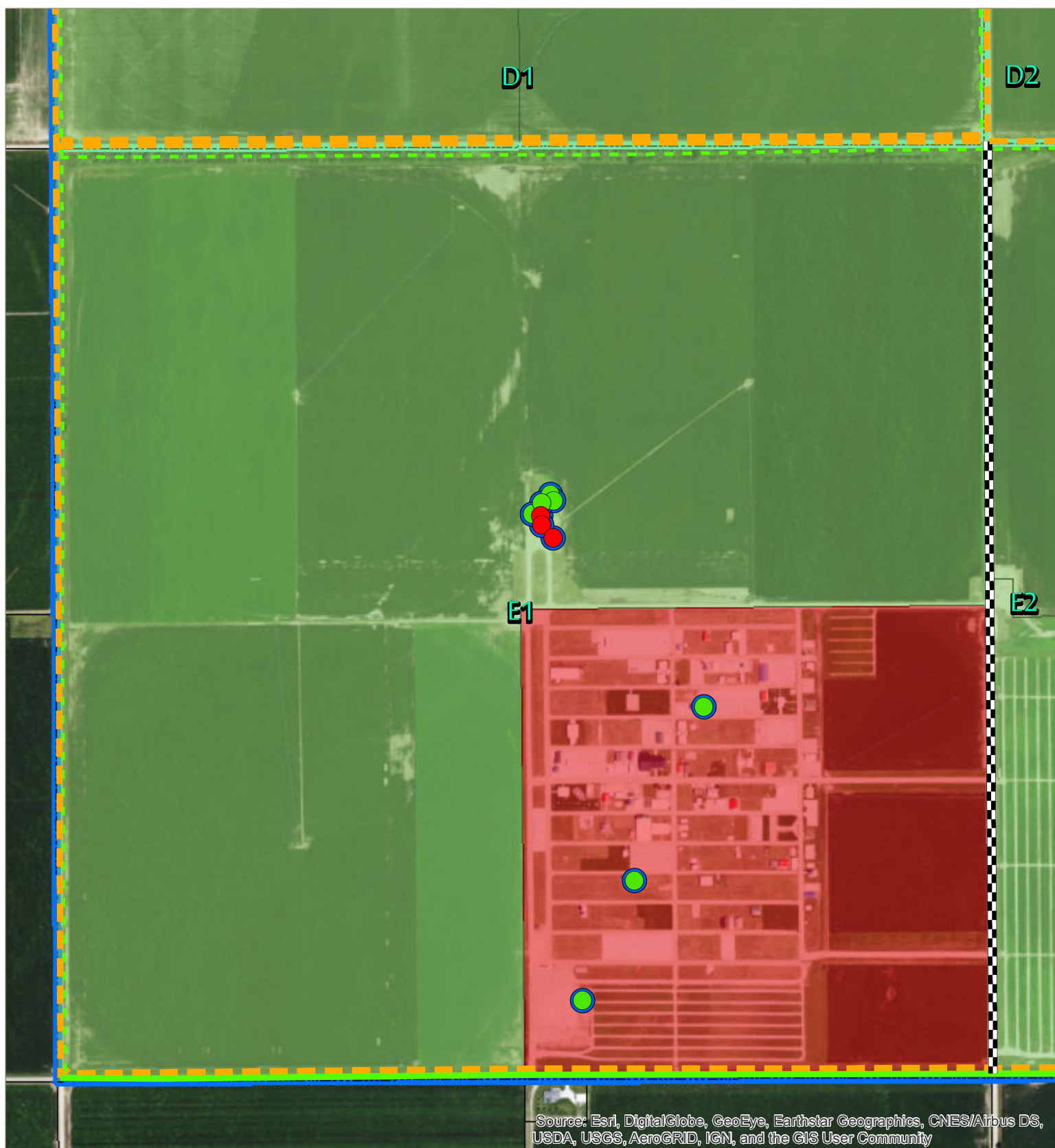


CAAP - SECTION D4

CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA

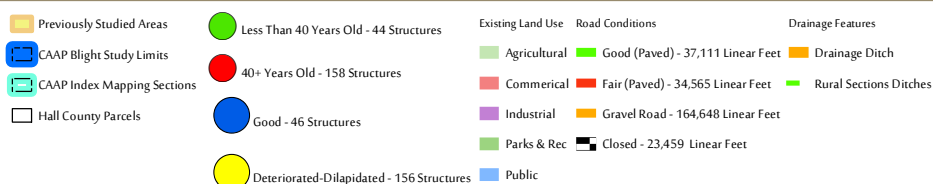


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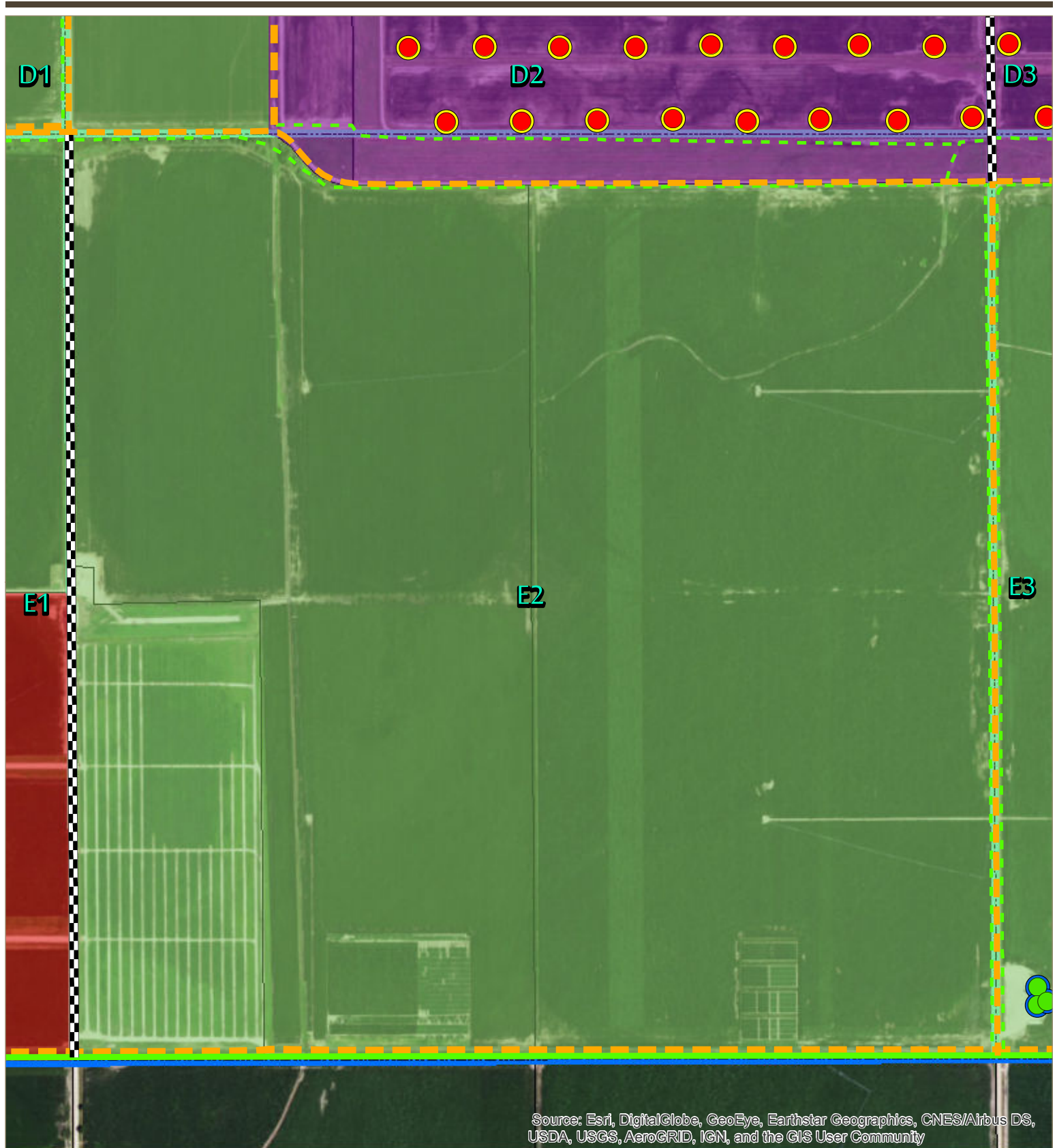
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CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



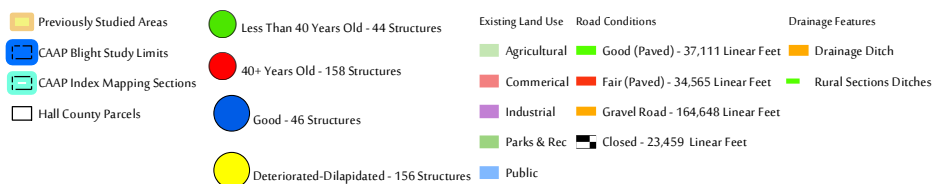
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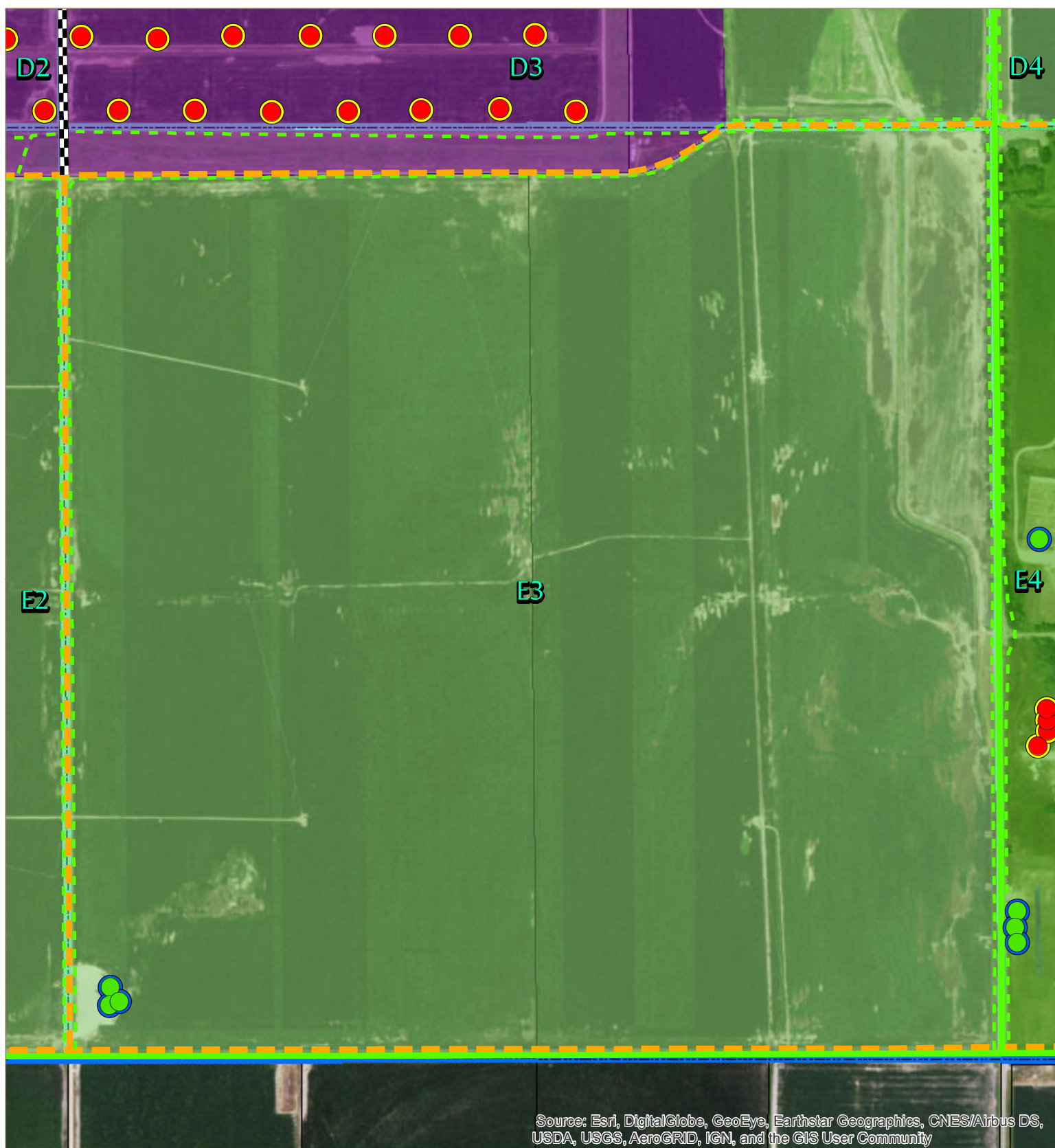




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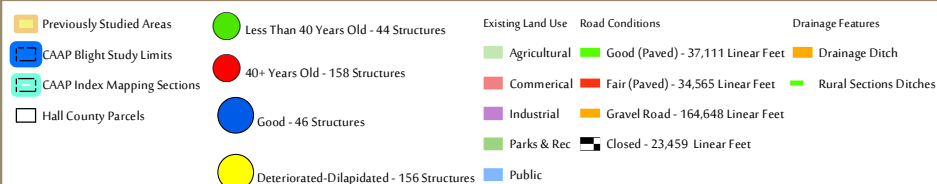
CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA





CAAP - SECTION E3

CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



DATA SOURCES:
BASE DATA PROVIDED BY HALL COUNTY
AERIAL IMAGERY PROVIDED BY ESRI





CAAP - SECTION E4

CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA



DATA SOURCES:
BASE DATA PROVIDED BY HALL COUNTY
AERIAL IMAGERY PROVIDED BY ESRI



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 June 27, 2017 meeting, referred **the Blight and Substandard Study commissioned by The Central Nebraska Growth Foundation for the balance of the Cornhusker Army Ammunition Plant (CAAP) Property** 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 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,

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: July 5, 2017.

**HALL COUNTY REGIONAL PLANNING
COMMISSION**

ATTEST:

By: Lesli E. Ruge
Chair Pro Tem

By: [Signature]
Secretary Pro Tem



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item E-3

Public Hearing on Community Development Block Grant 2017-2018 Annual Action Plan Funding Allocations

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

Staff Contact: Charley Falmlen

Council Agenda Memo

From: Charley Falmlen, Community Development

Meeting Date: July 25, 2017

Subject: Public Hearing on Community Development Block Grant Annual Action Plan Funding Allocations

Presenter(s): Charley Falmlen, Community Development

Background

Grand Island began the process of becoming an Entitlement Community in September 2015. A large part of the planning process for this Community Development Block Grant (CDBG) model is the creation of the 3, 4 or 5-year Consolidated Plan, which also includes an Annual Action Plan. The City has chosen to complete a 3-year Consolidated Plan, which is valid from October 2016- October 2019. A separate Annual Action Plan is prepared for each Fiscal Year, in which a Consolidated Plan is not created.

A Public Hearing regarding the development 2017-2018 Annual Action Plan was held on April 25, 2017. This public hearing notified the public of the Community Development Division's suggestions for CDBG funding, which are the result of thorough analysis of previous funding priorities and community needs assessments. All public comments made at the April public hearing and today's public hearing are recorded and submitted to the U.S. Department of Housing and Urban Development (HUD), along with the final 2017-2018 Annual Action Plan.

Discussion

The Annual Action Plan addresses the intended use of an allocated \$360,253 in entitlement grant funds under the Community Development Block Grant (CDBG) program and identifies community development priority needs, objectives, and activities to be implemented during fiscal year 2017-2018. All proposed activities are subject to approval and final adoption by the Mayor and the Grand Island City Council later in today's City Council meeting. The following table summarizes the proposed allocations for planned activities in fiscal year 2017-2018:

\$25,000 – Public Service Grant to address needs of low income, extremely low income and homeless persons

\$150,000 – Playground Equipment for Lions Club Park

\$135,000 – 2017 Public Works Improvements

\$50,253 – Program Administration

\$360,253 - TOTAL

The proposed Annual Action Plan was made available for review at the following locations after June 30, 2017:

- Grand Island City Hall, City Clerk's Office, 100 E. 1st Street, Grand Island, NE 68801.
- Grand Island Public Library, 211 N. Washington Street, Grand Island, NE 68801.
- Hall County Housing Authority, 911 Baumann Drive, Grand Island, NE 68803.
- City of Grand Island's website at www.grand-island.com categorized under "Regional Planning" then "Community Development"

Alternatives

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

1. Accept the report on the Community Development Block Grant 2017-2018 Annual Action Plan Funding Allocations
2. Do not accept the report on the Community Development Block Grant 2017-2018 Annual Action Plan Funding Allocations

Recommendation

City Administration recommends that the Council accept the report on the Community Development Block 2017-2018 Annual Action Plan Funding Allocations.

Sample Motion

Move to accept the report on the Community Development Block Grant 2017-2018 Annual Action Plan Funding Allocations.

Objective

To inform the public of the priorities identified by the Community Needs Assessment and the planned priorities for the 2017-2018 Annual Action Plan.

The Citizen Participation Plan for the City of Grand Island requires the Community Development Division to hold one public hearing during the planning process (held on April 25, 2017), and another once the plan is complete and ready for submission (today.)

Review of Priority Needs

An extensive overview regarding how the proposed projects align with the Priority Needs is available in the 2017-2019 Consolidated Plan and 2016-2017 Annual Action Plan. For review, the identified Priority Needs in order are:

- 🚧 Increase Quality & Affordable Housing
- 🚧 Cultivate Small & Emerging Businesses
- 🚧 Support Public Services for Neighborhoods
- 🚧 Improve Public Facilities
- 🚧 Create Re-Investment Opportunities in Downtown

Projects to Receive Funding

- ☛ **\$150,000 – Lions Club Park Playground Equipment**
 - ☛ Priority Need – Improve Public Facilities, Support Public Services for Neighborhoods & Vulnerable Populations

 - ☛ **\$25,000 – Public Service Grant to address needs of low income, extremely low income and homeless persons**
 - ☛ Priority Need – Support Public Services for Neighborhoods & Vulnerable Populations

 - ☛ **\$135,000 – Public Works ADA Ramps in Blight & Substandard Area #1**
 - ☛ Priority Need – Improve Public Facilities, Support Public Services for Neighborhoods & Vulnerable Populations

 - ☛ **\$50,253 – Program Administration**
 - ☛ **\$360,253 - TOTAL**
-

Public Comment Period

The proposed 2017-2018 Action Plan was available for review at the following locations from June 30, 2017 until July 24, 2016:

- Grand Island City Hall, City Clerk's Office, 100 E. 1st Street, Grand Island, NE 68801.
- Grand Island Public Library, 211 N. Washington Street, Grand Island, NE 68801.
- Hall County Housing Authority, 911 Baumann Drive, Grand Island, NE 68803.
- City of Grand Island's website at www.grand-island.com categorized under "Regional Planning" then "Community Development"

Comments were to be submitted to:

- Community Development Division at City Hall
- charleyf@grand-island.com



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item E-4

Public Hearing on Acquisition of Utility Easement - Corner of Cougar & Antelope Drives - MAN Properties, L.L.C.

Council action will take place under Consent Agenda item G-9.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: July 25, 2017

Subject: Acquisition of Utility Easement – corner of Cougar and Antelope Drives – MAN PROPERTIES, L.L.C.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of MAN PROPERTIES, L.L.C. through a part of the Northeast Quarter of the Northeast Quarter (NE ¼, NE ¼) Section Twelve (12), Township Ten (10) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska (at the corner of Cougar and Antelope Drives), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be needed for the expansion of GI Trailer Company at the corner of Cougar Drive and Antelope Drive.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item E-5

Public Hearing on Request from Midland Ag Service, Inc. for a Conditional Use Permit to Allow Parking for the Nebraska State Fair and Similar Events Located at 1311 South Stuhr Road

Council action will take place under Requests and Referrals item H-2.

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: July 25, 2017

Subject: Request of Roger Lubbe and the Nebraska State Fair for Approval of a Conditional Use Permit to Allow the Continued Use as a Parking Lot on the Property at 1311 S. Stuhr Road

Presenter(s): Craig Lewis – Building Department Director

Background

This request is for approval of a conditional use permit to allow the property to continue to be utilized as a parking lot. The 36 acre tract of land located east of Stuhr Road has been utilized as parking for the State Fair since 2012 under the provisions of Section 36-96 (B) (3). The property is currently zoned T-A Transitional Agriculture and as such a parking lot is not a listed permitted or conditional use. However a public service facility is a listed conditional use and Section 36-89 (E) allows temporary uses if approved by the City Council as a conditional use. Conditional uses as listed in the zoning code must be approved by the City Council after a finding that the proposed use promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Discussion

This proposal is to continue to utilize the undeveloped tract of land for parking as the provisions of Section 36-96(B)(3) allow for tracts of land twenty acres or more used for seasonal events of not more than 14 consecutive days in duration to be exempt from providing required parking lot improvements.

This request is to allow continued parking for the State Fair and any similar event that would comply with the provision of the City Code for the next 10 years.

Conditions for the original approval in 2012 were a minimum 10' setback from the property line before any parking begins, limited access to the site in two drives as approved by the Public Works Department, and any parking lot lighting provided shall

comply with the National Electric Code and be permitted and inspected by City electrical inspectors.

Alternatives

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

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

Recommendation

City Staff recommends that the Council approve the conditional use permit with the condition identified, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Utilize existing 36 acre parcel as parking area for Nebraska State Fair + similar events.
2. The owner(s) of the described property is/are: Midland Ag Services, Inc
3. The legal description of the property is: (W 1/4 sec. 23 11-9-76 H&H Co.
4. The address of the property is: 1311 South Stahr Road
5. The zoning classification of the property is: TA (transitional agriculture)
6. Existing improvements on the property is: Pivot
7. The duration of the proposed use is: 10 years
8. Plans for construction of permanent facility is: none
9. The character of the immediate neighborhood is: residential / agricultural
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Nebraska State Fair has discussed using the referenced parcel to provide parking for the annual State Fair. The owner, Roger Luckbe, has agreed with this request and has plans to possibly use the parcel for similar events in the future!

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

7-12-17
Date

308-382-8185
Phone Number

Midland Ag Services, Inc
by Roger Luckbe Owners(s)
1012 So. Shady Bend Rd.
Address

GI City NE State 68801 Zip

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





City of Grand Island

Tuesday, July 25, 2017

Council Session

Item F-1

**#9637 - Consideration of Vacation of Utility Easement - 2241 N.
Diers Avenue**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: July 25, 2017

Subject: Ordinance #9637 - 2241 North Diers Avenue - Vacation
of Utility Easement – Part of Lot One (1) – Menard
Eighth Subdivision

Presenter(s): Timothy Luchsinger, Utilities Director

Background

There is an existing sixteen (16.0) foot wide easement that was dedicated for utility usage across part of Lot One (1), Menard Eighth Subdivision, in City of Grand Island, Hall County, Nebraska.

Discussion

A new easement was completed to reroute the underground high voltage primary electrical for a new Discount Tire Store at 2241 N. Diers Avenue. This easement now needs to be vacated so they can construct their new building at that location.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Ordinance #9637, and that the above described easement be vacated.

Sample Motion

Move to approve Ordinance #9637 and vacate the utility easement and right-of-way in part Lot One (1), Menard Eighth Subdivision, in the City of Grand Island, Hall County, Nebraska.

ORDINANCE NO. 9637

An ordinance to vacate a sixteen (16.0) foot utility easement in part of Lot One (1), Menard Eighth Subdivision, Grand Island, Hall County, Nebraska, and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; and to provide for the 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 the easement and right-of-way to be vacated being more particularly described as follows:

The southerly sixteen (16.0) feet of the northerly thirty one and one tenth (31.1) feet of Lot One (1), Menard Eighth Subdivision in the City of Grand Island, Hall County, Nebraska; except the westerly sixteen (16.0) feet thereof to be retained as easement.

Such easement to be vacated as shown and particularly described on Exhibit "A" attached hereto dated July 12, 2017 and incorporated herein by reference.

SECTION 2. The title to the property vacated by Section 1 of this Ordinance shall revert to the abutting properties.

Approved as to Form	☐ _____
July 21, 2017	☐ City Attorney

ORDINANCE NO. 9637 (Con't)

SECTION 3. This Ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

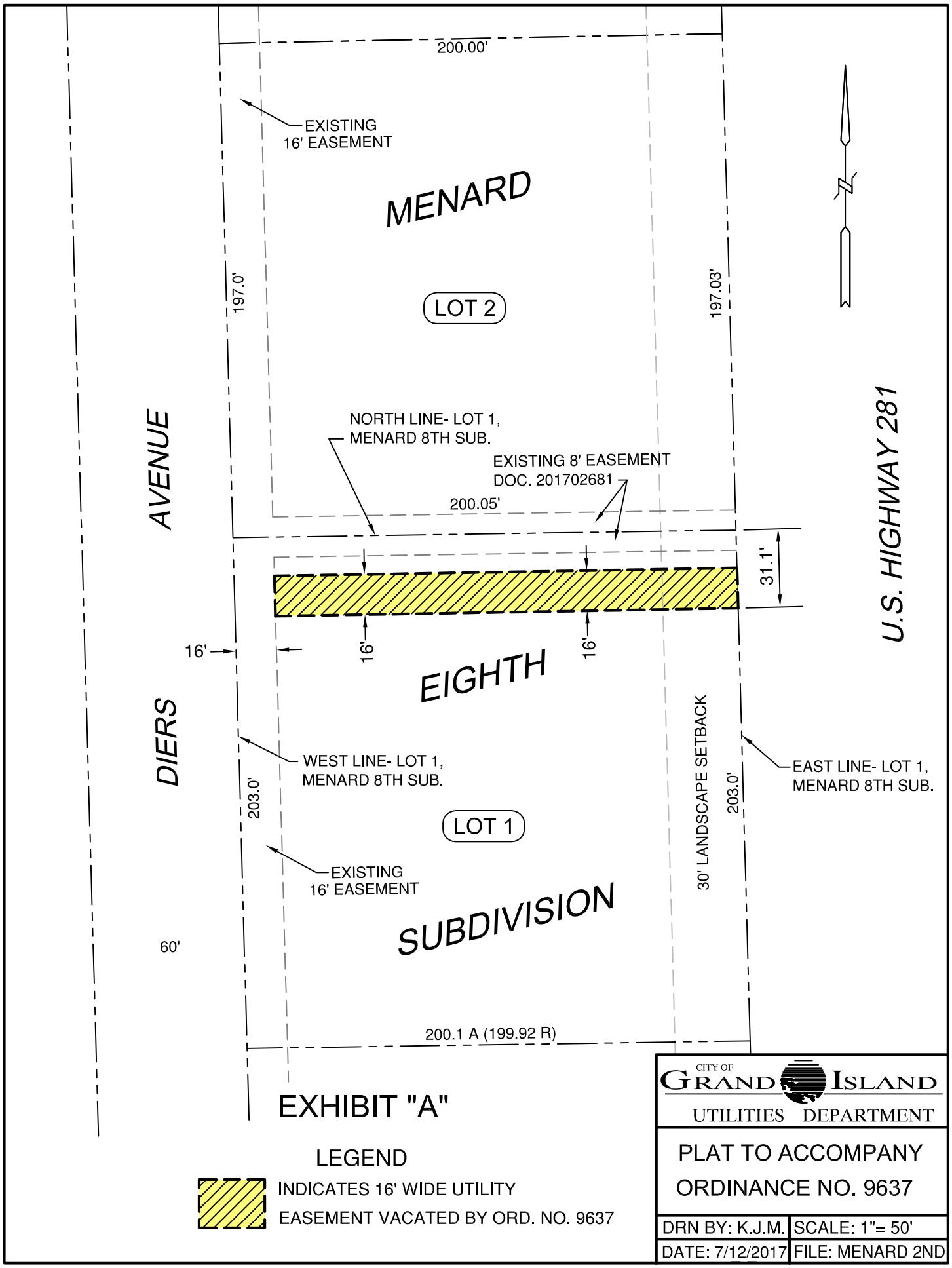
SECTION 4. This ordinance shall be in force and take effect from and after its passage and approval, and publication, without plat, within fifteen days, in one issue of the Grand Island Independent as by law provided.

Enacted: July 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, July 25, 2017

Council Session

Item G-1

Approving Minutes of July 10, 2017 City Council Joint Health Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF JOINT HEALTH SPECIAL MEETING

July 10, 2017

Pursuant to due call and notice thereof, a Special Joint Meeting of the City Council of the City of Grand Island, Nebraska, the Hall County Board of Supervisors, the Hamilton County Board of Commissioners, the Merrick County Board of Commissioners, and the Central District Health Department was conducted at the Grand Island Police Department, 111 Public Safety Drive, Grand Island, Nebraska on July 10, 2017. Notice of the meeting was given in the *Grand Island Independent* on July 5, 2017.

Central District Health Department (CDHD) Board member Shelly Graham called the meeting to order at 6:00 p.m. The following Health Board members were present: Sandra Barrera, Brandon Bowley, Traci Dieckman, Jane Richardson, David Stoddard, Shay McGowan, Becky Richter and Tom Weller. Hall Co. Supervisors Pam Lancaster, Jane Richardson, Gary Quandt, Scott Arnold, Karen Bredhauer, and Hall County Clerk Marla Conley; Merrick Co. Supervisor Tom Weller; and Hamilton County Commissioner Becky Rickter. The following Grand Island City Councilmembers were present: Linna Dee Donaldson, Vaughn Minton, Michelle Fitzke, Chuck Haase, Mitch Nickerson, Roger Steele, City Administrator Marlan Ferguson, and City Clerk RaNae Edwards. Health Department employees: Teresa Anderson, Colette Evans, Jeremy Collinson, Lisa Boeke, Cindy Valdez, and Ryan King.

Year in Review. Central District Health Department (CDHD) Executive Director Teresa Anderson welcomed those attending and gave an overview of the 2017-2018 budget which was approved by the Health Board. This year's budget was \$3.9 million which was down from last year's request due to grants. Revenue sources were presented with the City/County portion at 8% of total revenue which was approximately \$110,000.00. She stated they appreciated the local support. Reviewed were the revenues and expenses over the last 4 years. Commented was the funding from the City and Counties which were very important.

Currently the Health Department employed 34 Full Time Equivalent's with a cost of \$2.3 million. Federal grants for 2017-2018 were \$1,034,536 and State grants were \$431,838. The budget had grown from 2011-12 from \$2.3 million to \$3.9 million in 2017-18. Fees projected to be generated in 2017-18 were \$1,831,144.

Lisa Boeke reviewed the Women, Infant and Children (WIC) Program. Discussion was held regarding vaccinations for children and adults and how that was paid for. Presented was the history of WIC which was funded through the US Department of Agriculture. In Nebraska funds come through the Department of Health and Human Services to the local agencies. WIC started in the 1960's. Ms. Boeke talked about the changes in the program over the years. Dollars from WIC spent in the community were \$1,339,323 for this Fiscal Year.

Ms. Boeke answered questions concerning how people found out about the program. She stated a lot of doctors referred patients to the CDHD. Third City Clinic, Grand Island Public Schools, and

St. Francis Hospital were some of the partnerships formed with CDHD. She stated funding from the state for WIC should stay level for the next fiscal year.

Ryan King presented Epidemiology and reviewed the history of public health. The following programs were available at CDHD: water testing laboratory; disease surveillance; immunization; restaurant, swimming pool and childcare inspections; health education; preparedness and response program (quarantine & isolation); and Public Health Policy (community design) Complete Streets.

The following programs in the future were uncertain as to funding:

- WIC
- Breast Feeding/Peer Counseling
- Preparedness and Response
- Public Health/Prevention Funds (ACA)
- Every Woman Matters
- Vaccine for Children – Adult and Children

ADJOURNMENT: The meeting was adjourned at 6:58 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item G-2

Approving Minutes of July 11, 2107 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 11, 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 July 11, 2017. Notice of the meeting was given in *The Grand Island Independent* on July 5, 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, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, and Roger Steele. Councilmember Mike Paulick was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Jimenez, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council members Collin Toner and Katelyn Hill.

INVOCATION was given by Pastor Dan Brenton, Evangelical Free Church, 2609 South Blaine Street followed by the PLEDGE OF ALLEGIANCE.

CONSENT AGENDA: Consent Agenda item G-5 (Resolution #2017-194) was removed for further discussion. Motion by Donaldson, second by Nickerson to approve the Consent Agenda excluding item G-5. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 27, 2017 City Council Regular Meeting.

Approving Re-Appointments of Todd Enck, Marv Webb, Brad Kissler, and Justin Oseka to the Building Code Advisory Board.

#2017-192 - Approving Final Plat and Subdivision Agreement for GIPS Jefferson Subdivision. It was noted that Hall County School District 2, owner, had submitted the Final Plat and Subdivision Agreement for GIPS Jefferson Subdivision located south of 8th Street and east of Broadwell Avenue for the purpose of creating 2 lots on 5.004 acres.

#2017-193 - Approving Final Plat and Subdivision Agreement for Hope Valley Subdivision. It was noted that Hope Nelson, owner, has submitted the Final Plat and Subdivision Agreement for Hope Valley Subdivision located north of Capital Avenue and east of Engleman Road for the purpose of creating 2 lots on 1.934 acres.

#2017-194 - Approving Bid Award for Spray Dry Absorber - Interior Protective Coating with Industrial Services Group of Sumter, South Carolina in an Amount of \$824,148.00. Discussion was held regarding the bid submitted by Integrated Global Services which was not in compliance with the bid specifications.

Motion by Jones, second by Minton to approve Resolution #2017-194. Upon roll call vote, all voted aye. Motion adopted.

#2017-195 - Approving Bid Award for Precipitator, Bottom Ash & Boiler Industrial Cleaning - Fall 2017 Outage at Platte Generating Station with W-S Industrial Services, Inc. of Council Bluffs, Iowa in an Amount of \$112,804.00.

#2017-196 - Approving Change Order #1 for Project 2017-PS-1 - Washington Street Parking & Storage Area with Lacy Construction Company of Grand Island, Nebraska for an Increase of \$9,440.46 and a Revised Contract Amount of \$105,440.46.

#2017-197 - Approving Bid Award for Line Valve Operators for the Water Shop with E.H. Wachs of Harvard, Illinois in an Amount of \$94,844.80.

#2017-198 - Approving Purchase of Three (3) Water Aeration System Blowers for the Wastewater Division of the Public Works Department from Hardy PRO-Air Systems & Service of Antioch, Illinois in an Amount of \$200,395.00.

#2017-199 - Approving Certificate of Final Completion for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262 with The Diamond Engineering Company of Grand Island, Nebraska.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the Claims for the period of June 28, 2017 through July 11, 2017 for a total amount of \$2,644,207.96. Unanimously adopted.

ADJOURNMENT: The meeting was adjourned at 7:14 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item G-3

Approving Minutes of July 18, 2017 City Council Special Budget Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL BUDGET WORK SESSION

July 18, 2017

Pursuant to due call and notice thereof, a Budget Work 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 July 18, 2017. Notice of the meeting was given in the *Grand Island Independent* on July 12, 2017.

Mayor Jeremy L. Jensen called the meeting to order at 6:00 p.m. The following Councilmembers were present: Mitch Nickerson, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Mark Stelk was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, Assistant Finance Director William Clingman, City Attorney Jerry Janulewicz and Public Works Director John Collins.

SPECIAL ITEMS:

Opening Remarks. Mayor Jensen commented on problem solving and change. He stated if we waited until 2021 to make changes to the budget we would be 8 million dollars in debt. Personnel costs were the main driver in the budget. Steps had been taken by not replacing vacancies and changes to employee health insurance. The 70/30 policy was presented with no more than 70% of the budget going towards personnel costs and 30% to capital. Mentioned were comments made on social media.

Budget Process. City Administrator Marlan Ferguson stated we had been working on a balanced budget back in November 2016. Two committees had been formed with the City Council, one for revenues and one for expenditures. Sales tax was flat and property tax had stayed the same over the past five years.

Discussion on Designated Revenue. Finance Director Renae Jimenez explained the following designated revenue funds: General Fund; Special Revenue Funds; Enterprise Funds; and Internal Service Funds. She focused on the Special Revenue Funds which were used to track legally restricted revenue sources. She stated there was some restrictions put into place on those revenues, whether it was State law or City Code, of what the revenue may be spent on. One example was State Highway Allocation (gas tax) money which was approximately \$5 million for FY 18 that could only be used on streets and 50% of that must be used on street projects.

Other examples of City restricted revenue included the following:

- 2% hotel occupation tax (§23-55) - sent on to Fonner Park
- 1 ½% food and beverage tax (§23-66) - used for required payment to the State for the State Fair, promote events that would attract visitors, enhancement and development of recreation and athletic facilities, and invest in community development that stimulated growth for Grand Island.

- 2% phone occupation tax (§23-21(B)) - appropriated solely for payment of bonds for construction of a new primary 911 facility and other public safety purposes.

Comments were made concerning the 2% phone occupation tax which would go to the bond payment and any excess could be used for public safety purposes.

Estimated Fund Balance at Year End. Ms. Jimenez stated total revenue expected for 2017 was \$36,596,475; total appropriations were \$39,688,118; with an ending cash balance of \$10,001,611. By 2021 we would be in the red by \$7,906,701.

5 Year Projections. No changes recommended.

The 2018 budget revenue worksheet was presented with the 70/30 policy. For 2018 there needed to be a reduction in personnel services of \$1,685,417.70 and a reduction in operating expenses of \$1,305,722.84 for a total General Fund and Streets reduction of \$2,919,365.95.

Comments were made concerning comparability in salaries and having a sustainable budget.

Recommendation for Staffing to Meet 70/30 Policy. The following recommendations were presented for the General Fund personnel for the 2018 Budget:

- Fire Department
 - Eliminate 2 additional positions
 - PLUS
 - 2 Firefighter positions, currently vacant
 - 2 future retirements
- Police Department
 - Eliminate 2 CSO FTE positions
 - PLUS
 - 2 Police Officers, currently vacant
 - 3 future retirements
 - 2 PT CSO positions, currently vacant
- Library Department
 - 1 Library Assistant II, currently vacant
 - 1 PT Library Page, currently vacant
- Parks Department
 - Eliminate 1 Horticulturist FTE position
 - Eliminate all seasonal workers at Greenhouse
 - PLUS
 - 1 Maintenance Worker, currently vacant
 - 1 future retirement, leave vacant

Total dollar impact would be \$1,415,289.

Recommendation for Operational and Capital. Other changes to the General Fund were:

- Reduce total operating/capital equipment/transfers out budget \$1,233,968
- Increase to Gas Franchise Fee \$ 300,000
- Add Stormwater surcharge \$ 330,000

Total – other changes	\$1,833,968
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Recommendation for Increasing Revenues to Balance the Budget. Other changes recommended to increase revenues were:

- | | |
|---|-------------|
| • Increase in Property Tax, dedicated to capital projects | \$1,000,000 |
| • Car Rental Occupation Tax, dedicated to Streets Dept. | \$ 150,000 |
| • Switch to Therms | \$ 300,000 |
| • Stormwater Surcharge | \$ 300,000 |

Police Chief Robert Falldorf answered questions concerning the cuts to the Police Department. A total of 5 positions were recommended to be cut. Since last year they were covering airport duties with no increase in personnel. He stated cutting personnel would impact the crime rate here in Grand Island; the crime rate would go up. Also response times were effected. Chief Falldorf explained what the Community Service officers did. They helped the Police Officers along with dealing with complaints; this would then fall back on the Police Officers. Their budget was currently 90% personnel and 10% operating expenses.

Fire Chief Cory Schmidt answered questions concerning the cuts in the Fire Department. A total of 6 positions were to be cut. Chief Schmidt said they were currently short personnel to begin with. In order to meet the recommendations he stated they may have to close a station or have two people on calls instead of the three they have now. By making the recommended cuts this would put them back to the 1996 staffing level. If they were to close a station he said they looked at the station with the least amount of calls which would be Station 3 on Webb Road.

Parks & Recreation Director Todd McCoy answered questions concerning closing the greenhouse. He commented on closing two wading pools, having the ball teams stripe the ball fields and outsourcing some services. He stated there were a lot of volunteers that helped with the greenhouse and planting flowers in the parks. They were looking at having the cemetery staff help with the parks and possibly cutting services. Raising fees were mentioned.

Deputy Finance Director William Clingman showed graphs of the trends in the Fire, Police, and Parks departments. Mr. Ferguson commented on other departments in the General Fund and what changes could be made. Comments were made by Council that the increase in property tax should be used for personnel costs.

Mayor Jensen commented on salaries and encouraged the employees to think about a pay freeze which would save the personnel cuts recommended.

Councilmember Haase handed out a budget amendment to the Council with the following suggestions for several departments:

- Heartland Shooting Park – move operating and capital tax subsidy from General Fund Tax to the Economic Development
- City Administration – Assistant to the City Administrator – remove position
- Human Resource – HR Benefits & Risk Mgt. Coordinator – remove position
- Public Information – PIO – remove position
- Information Technology – Computer Technician – remove position

- Library – Custodian, Maintenance Worker 1 – consolidate these 2 positions
- Cemetery – Maintenance Worker – remove position
- Parks – Horticulturist – add back 1 position
- Police Officer – add back 3 of the 5 positions, leave CSO cuts as proposed
- Fire – Life Safety inspector – remove 2 positions
- Fire – Firefighter EMT – add back 4 of the 6 positions

Council took a break at 8:00 p.m. and reconvened at 8:10 p.m.

Public Comment. The following people spoke concerning the 2018 Budget:

- Robert Meyer, 624 East Memorial Drive
- Phillip Thomas, IAFF President
- Bryan Stutzman, 4220 Vermont Avenue
- Gene Dominic, 824 So. Cherry
- Susan Smith, 1004 West 7th Street
- Jarret Daugherty, FOP President
- Angie Lyon, 910 Sun Valley Place
- Randy Iverson, 4246 Shannon Street
- Zachary Carstens, 1109 Hall Court
- Yolanda Chavez-Nuncio, 4362 Manchester Road
- Esdras Castaneda, 1733 South Blaine Street
- Brent Lucke, 3360 Buffalo Court
- Vikki Duel, 2531 Jan Street
- Steve Miles, 820 Ridgeway Avenue
- Jay Vavricek, 2729 Brentwood Blvd.
- Brian Whitecalf, 116 East 8th Street
- Jim Eriksen, 4233 Nordic Road
- John Mayer, 4059 Horseshoe Place

The majority of the comments were centered on the importance of Public Safety and not cutting personnel in those departments.

Mr. Ferguson stated staff would go back to work on the budget with the suggestions from tonight's meeting and bring back to Council a balanced budget.

ADJOURNMENT: The meeting was adjourned at 10:18 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item G-4

Approving Re-Appointments of Barry Burrows and Bryan Fiala to the Tree Board

Mayor Jensen has submitted the re-appointments of Barry Burrows and Bryan Fiala to the Tree Board. The appointments would become effective August 1, 2017 upon approval by the City Council and would expire on July 31, 2020.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item G-5

Approving Re-Appointments of Bob Loewenstein and Melissa Girard-Lemons to the Animal Advisory Board

Mayor Jensen has submitted the re-appointments of Bob Loewenstein and Melissa Girard-Lemons to the Animal Advisory board. The appointments would become effective September 1, 2017 upon approval by the City Council and would expire on August 31, 2020.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item G-6

Approving Liquor Manager Designation Request for Robert Steider, 9610 Glass Ridge Court, Lincoln, NE for Super Saver #19, 1602 West 2nd Street and Super Saver #28, 710 West State Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 25, 2017

Subject: Request from Robert Steider, 9610 Glass Ridge Court, Lincoln, NE for Liquor Manager Designation with Super Saver #19, 1602 West 2nd Street and Super Saver #28, 710 West State Street

Presenter(s): RaNae Edwards, City Clerk

Background

Robert Steider, 9610 Glass Ridge Court, Lincoln, NE has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Super Saver #19, 1602 West 2nd Street and Super Saver #28, 710 West State Street.

These applications have been reviewed by the Police Department and City Clerk's Office. See Police Department report attached.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Staff recommends approval contingent upon completion of a state approved alcohol server/seller training program.

Alternatives

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

1. Approve the requests.
2. Forward the requests with no recommendation.
3. Take no action on the requests.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to approve the request from Robert Steider, 9610 Glass Ridge Court, Lincoln, NE for Liquor Manager Designation in conjunction with the Class “C-074100” Liquor License for Super Saver #19, 1602 West 2nd Street and Class “C-118120” Liquor License for Super Saver #28, 710 West State Street with the stipulation that Mr. Steider complete a state approved alcohol server/seller training program.

07/14/17
15:30

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 08:00:00 07/10/2017
Date disposition declared : **/**/****
Incident number : L17070911
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 710 STATE ST W
State abbreviation : NE
ZIP Code : 68801
Contact or caller : RaNae Edwards
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 :
Misc. number : RaNae
Geobase address ID : 48107
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	210755	07/11/17	Super Saver,	Business
Involved				
NM	220611	07/11/17	Steider, Robert G	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT12	LT12 Grocery/Supermarket	

INCIDENT M.O. DETAIL:

Seq	M.O. Factor	M.O. Factor	M.O. Method
1	Crime Class	Crime Class	Civil

LAW INCIDENT NARRATIVE:

Grand Island Police Department

Date, Time: 7/11/17
Reporting Officer: Vitera
Unit - CID

Robert Steider is applying to become the liquor manager at Super Saver located on State Street.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	13:52:48 07/14/2017

318

Grand Island Police Department
Supplemental Report

Date, Time: Fri Jul 14 13:52:59 CDT 2017
Reporting Officer: Vitera
Unit- CID

I received a copy of a liquor manager request from Robert Steider for Super Saver on State Street. Robert listed his current address in Lincoln and said he is married to Jeanette Steider who signed a Spousal Affidavit of Non-Participation form. Robert has lived in Lincoln since at least 2003 and has worked for B & R Stores (parent company of Super Saver) since 1992.

According to the Nebraska Liquor Control Commission's (NLCC) web site, Robert Steider is applying to become the liquor manager at all nine Super Saver stores in Nebraska. I checked Robert through Spillman and NCJIS. He did not have an entry in Spillman, and he has no criminal convictions listed in NCJIS.

I also checked Robert through a paid online law enforcement-only database and didn't find anything out of the ordinary. Robert has a valid Nebraska driver's license and no outstanding warrants for his arrest.

The Grand Island Police Department has no objection to Robert Steider becoming the liquor manager for Super Saver stores (assuming a second application for 2nd St. is coming in the near future) in Grand Island.



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item G-7

#2017-200 - Approving Budget Amendment to 2016-2017 Annual Action Plan for Community Development Block Grant Activities

Staff Contact: Charley Falmlen

Council Agenda Memo

From: Charley Falmlen, Community Development

Meeting: July 25, 2017

Subject: Approving Budget Amendment to 2016-2017 Annual Action Plan for Community Development Block Grant Activities

Presenter(s): Charley Falmlen, Community Development

Background

Grand Island began the process of becoming an Entitlement Community in September 2015. A large part of the planning process for this Community Development Block Grant (CDBG) model is the creation of the 3, 4 or 5-year Consolidated Plan, which also includes an Annual Action Plan. The City has chosen to complete a 3-year Consolidated Plan, which is valid from October 2016- October 2019. A separate Annual Action Plan is prepared for each Fiscal Year, in which a Consolidated Plan is not created.

The CDBG model also requires the City of Grand Island to maintain a Citizen Participation Plan. The current Citizen Participation Plan was approved by City Council on April 26, 2016, and is valid until a need for changes is identified. The Citizen Participation Plan requires the Community Development Division to publish all proposed changes to the Annual Action Plan, to allow a Public Comment period of 30 days, and then presented to City Council for approval.

Discussion

The Community Development Division is proposing an amendment to the 2016-2017 Annual Action Plan which would move \$75,000 from The Revitalization Fund to the Small Business Rental Assistance Program.

The Small Business Rental Assistance Program provides up to 80% of an awardees rent for up to 6 months. It is available to any business relocating to Blight & Substandard Area #1, and is administered by Downtown Business Improvement District (BID).

The Small Business Rental Assistance Program has shown high need and strong progress in its administration by the Downtown BID. For this reason, and because of the

constraining requirements under The Revitalization Fund, the Community Development Division is moving forward with the proposed amendment.

In accordance with the Citizen Participation Plan, a public notice regarding the public comment period was published in *The Grand Island Independent* and on the City of Grand Island's website on June 23, 2017 and the public comment period ends on July 24, 2017.

Alternatives

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

1. Move to approve Budget Amendment to 2016-2017 Annual Action Plan for Community Development Block Grant Activities
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 Budget Amendment to 2016-2017 Annual Action Plan for Community Development Block Grant Activities.

Sample Motion

Move to approve the Budget Amendment to 2016-2017 Annual Action Plan for Community Development Block Grant Activities.

RESOLUTION 2017-200

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grants (CDBG) funds; and

WHEREAS, the City of Grand Island received a 2016-2017 Annual Action Plan allocation in the amount of \$348,927 for activities that meet the CDBG national objective of benefiting low-to-moderate income persons; and

WHEREAS, the City allocated \$75,000 of the \$348,927 to a Revitalization Fund; and

WHEREAS, the City seeks to amend said funds into the Small Business Rental Assistance Program; and

WHEREAS, the Citizen Participation Plan requires the City of Grand Island to accept comments from the public and approval from City Council on the proposed budget amendment; and

WHEREAS, the public comment period requirement was met.

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 enact a budget amendment to the 2016-2017 Annual Action Plan and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such amendment.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 21, 2017	▣ City Attorney



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item G-8

**#2017-201 - Approving Change Order No. 1 for CDBG Contract
2016-4 - Small Business Rental Assistance Program**

Staff Contact: Charley Falmlen

Council Agenda Memo

From: Charley Falmlen, Community Development Division

Meeting: July 25, 2017

Subject: Approving Change Order No. 1 for CDBG Contract #2016- 4 – Small Business Rental Assistance Program

Presenter(s): Charley Falmlen, Community Development

Background

The City Council awarded a contract, in the amount of \$35,000, for the CDBG-funded Small Business Rental Assistance Program, to the Downtown Business Improvement District (BID) on December 13, 2016 via Resolution No. 2016-304. The contract was fully executed on December 15, 2016.

Any changes to the contract require council approval.

Discussion

The Community Development Division is proposing two changes to the contract with the Downtown BID. The first is an increase in the contract amount from \$35,000 to \$110,000, reflecting a \$75,000 amendment to the 2016-2017 Annual Action Plan. The second proposed change is a time extension request, which reflects the additional time needed to award the proposed funding increase. The original completion date for the contract was June 15, 2018 and it is being extended to September 30, 2018.

Alternatives

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

1. Move to approve Change Order #1 for CDBG Contract #2016-4 – Small Business Rental Assistance Program
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 CDBG Contract #2016- 4 – Small Business Rental Assistance Program.

Sample Motion

Move to approve Change Order No. 1 for CDBG Contract #2016- 4 – Small Business Rental Assistance Program.



Change Order #1

PROJECT: Small Business Rental Assistance Program (2016-4)

CONTRACTOR: Downtown Business Improvement District

AMOUNT OF ORIGINAL CONTRACT: \$35,000

CONTRACT START DATE: December 15, 2016

Revision #1 – Contract Extension date

Notice to Proceed Date ----- January 6, 2017

Original Completion Date ----- June 15, 2018

Revised Completion Date ----- September 30, 2018

Revision #2 – Budget Amendment

The original contract amount reflects the original 2016-2017 CDBG allocation. The City has amended the 2016-2017 Annual Action Plan to move \$75,000 from another program into the Small Business Rental Assistance Program.

Original Budget Amount ----- \$35,000

Revised Budget Amount ----- \$110,000

Contractor Downtown Business Improvement District

By _____ **Date** _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ **Date** _____
Mayor

Attest _____
City Clerk

RESOLUTION 2017-201

WHEREAS, on December 13, 2017 by Resolution No. 2016-304, City Council awarded a contract, in the amount of \$35,000, for the CDBG-funded Small Business Rental Assistance Program, to the Downtown Business Improvement District (BID); and

WHEREAS, Community Development Division staff has worked closely with the Downtown Business Improvement District and acknowledges the need for said contract changes; and

WHEREAS, there will be a budget change from \$35,000 to \$110,000, reflecting an increase of \$75,000; and

WHEREAS, an extension from June 15, 2018 to September 30, 2018 is necessary in order to complete the project; and

WHEREAS, the Community Development Division supports said budget amendment and contract extension.

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 for CDBG Contract #2016- 4 – Small Business Rental Assistance Program

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 21, 2017	☐ City Attorney



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item G-9

#2017-202 - Approving Acquisition of Utility Easement - Corner of Cougar & Antelope Drives - MAN Properties L.L.C.

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-202

WHEREAS, a public utility easement is required by the City of Grand Island from MAN PROPERTICS, L.L.C., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on July 25, 2017 for the purpose of discussing the proposed acquisition of a utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter (NE1/4, NE1/4), Section Twelve (12), Township Ten (10) North, Range Ten (10) West of the 6th P.M., City of Grand Island, Hall County, Nebraska; thence westerly along the southerly line of the said Northeast Quarter of the Northeast Quarter (NE1/4, NE1/4), on an assumed bearing of S0°00'00"W, a distance of two hundred thirty seven (237.0) feet to a point on the westerly right-of-way line of Antelope Drive being the ACTUAL Point of Beginning; thence continuing along the southerly line of said Northeast Quarter of the Northeast Quarter (NE1/4, NE1/4), on a bearing of S0°00'00"W, a distance of two hundred eighteen (218.0) feet to the Southeast corner of Lot Twenty Seven (27), Wildwood Subdivision; thence N1°41'01"W along the easterly line of said Lot Twenty Seven (27), a distance of sixteen (16.0) feet; thence N0°00'00"E, a distance of eighty two and five tenths (82.5) feet; thence N14°56'21"E, a distance of one hundred two (102.0) feet; thence S75°03'39"E, a distance of twenty (20.0) feet; thence S14°56'21"W, a distance of ninety six and sixty six hundredths (96.66) feet; thence N0°00'00"E, a distance of one hundred fourteen and seventy seven hundredths (114.77) feet to a point on the westerly right-of-way line of said Antelope Drive; thence S1°41'14"E, along the westerly right-of-way line of said Antelope Drive, a distance of sixteen (16.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a calculated area of 0.126 acres more or less, as shown on the plat dated 6/26/2017, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from MAN PROPERTIES, L.L.C., on the above-described tract of land.

- - -

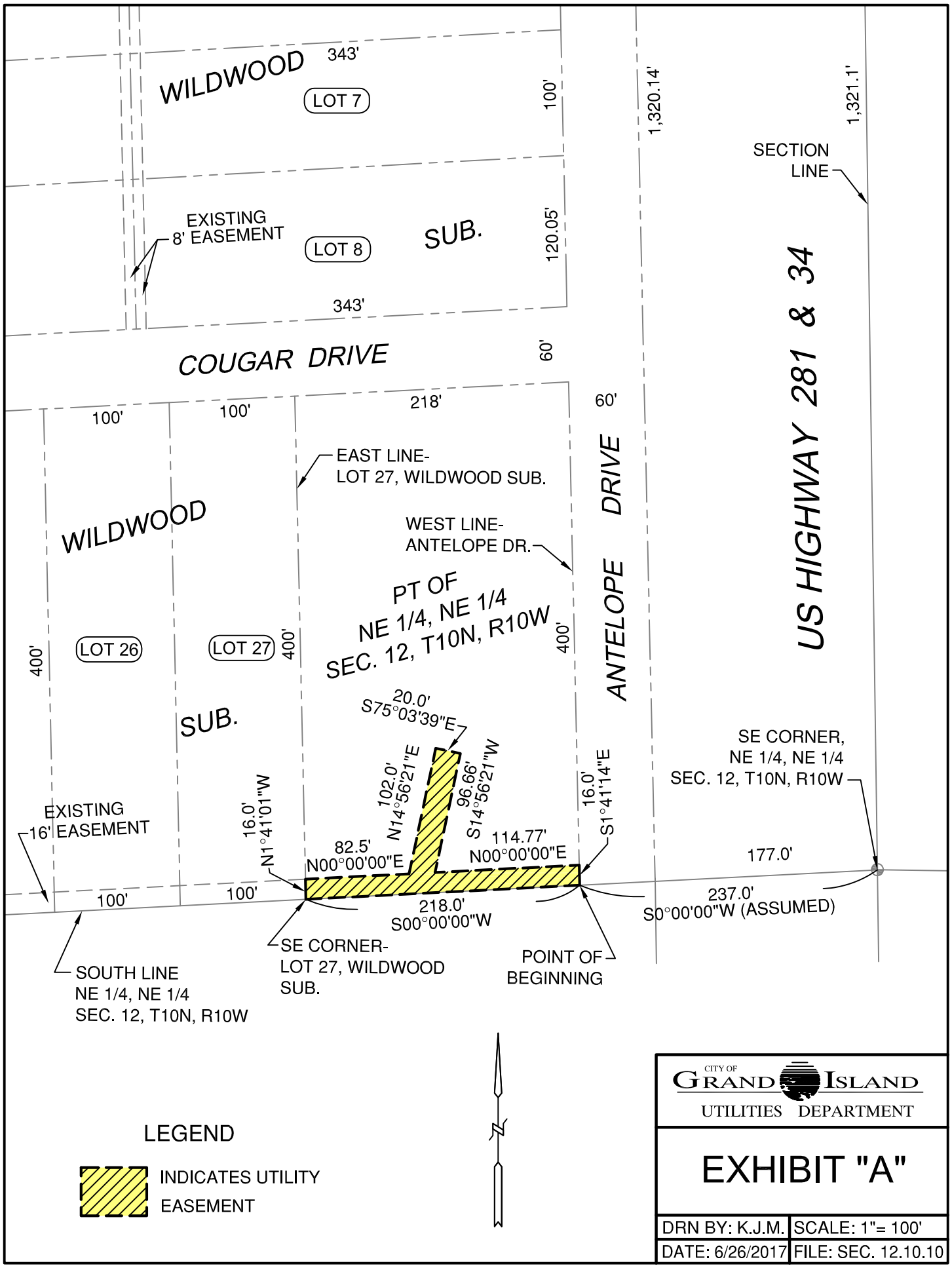
Approved as to Form	by _____
July 21, 2017	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, July 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, July 25, 2017

Council Session

Item G-10

**#2017-203 - Approving Bid Award - Boiler Condition Assessment
at 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: July 25, 2017

Subject: Boiler Condition Assessment

Presenter(s): Timothy G. Luchsinger, Utilities Director

The Platte Generating Station boiler has hundreds of water and steam generating tubes that flow into large headers at the top of the boiler. Over time, the high pressures and temperatures that these headers are exposed to can result in degradation of the steel and damage to the headers. These particular headers are made out of seamed pipe that can be especially prone to such degradation and has been known to rupture on other units. This requires periodic testing to assure the headers are still in good condition and safe for continued operation. The last time these tests were performed was 1997 and the plant staff feels it is time to perform additional tests to assure the integrity of the unit.

The next outage is scheduled for September of this year. Specifications were developed by the plant maintenance staff for the technical expertise to prep, inspect and test the steam generator headers and components.

Discussion

The specifications for the Boiler Condition Assessment Superheat and Reheat Headers and Links-Fall 2017 were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on July 11, 2017. Specifications were sent to eight potential bidders and responses were received as listed below. The engineer's estimate for this project was \$400,000.00.

Bidder	Bid Amount
TEI Construction Services Magnolia, Texas	\$189,754.00
GE Power Services Windsor, Connecticut	\$299,334.00
Acuren Inspection, Inc. Leander, Texas	\$398,147.00
Mistras Group, Inc. Longmont, Colorado	\$423,400.29

The bids were reviewed by Utility Engineering staff. All bids were in compliance with the specifications and had no exceptions. The bid from TEI Construction Services, 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 TEI Construction Services, Inc., of Magnolia, Texas, as the low responsive bidder, with a bid in the amount of \$189,754.00.

Sample Motion

Move to approve the bid in the amount of \$189,754.00 from TEI Construction Services, Inc., for the Boiler Condition Assessment Superheat and Reheat Headers and Links-Fall 2017.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 11, 2017 at 2:00 p.m.

FOR: Boiler Condition Assessment Superheat & Reheat Headers & Links – Fall 2017

DEPARTMENT: Utilities

ESTIMATE: \$400,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: June 13, 2017

NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>TEI Construction Services, Inc.</u> Magnolia, TX	<u>Mistras Group, Inc.</u> Longmont, CO
Bid Security:	Atlantic Specialty Ins. Co.	Westchester Fire Ins. Co.
Exceptions:	Noted	Noted

Bid Price:		
Material:	\$ 40,795.00	No bid
Labor:	\$138,997.00	\$393,762.27
Sales Tax:	\$ 9,962.00	\$ 29,638.02
Total Bid:	\$189,754.00	\$423,400.29

Bidder:	<u>Acuren Inspection, Inc.</u> Leander, TX	<u>GE Power Services</u> Windsor, CT
Bid Security:	Berkley Ins. Co.	Fidelity & Deposit Co.
Exceptions:	Noted	Noted

Bid Price:		
Material:	\$322,800.00	\$196,093.00
Labor:	\$ 49,300.00	\$103,241.00
Sales Tax:	\$ 26,047.00	----
Total Bid:	\$398,147.00	\$299,334.00

cc: Tim Luchsinger, Utilities Director

Darrell Dorsey, PGS Plant Superintendent

Renae Griffiths, Finance Director
Pat Gericke, Utilities Admin. Assist.

Stacy Nonhof, Purchasing Agent
Karen Nagel, Utilities Secretary

P1984

RESOLUTION 2017-203

WHEREAS, the City of Grand Island invited sealed bids for Boiler Condition Assessment, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on July 6, 2017, bids were received, opened and reviewed; and

WHEREAS, TEI Construction Services of Magnolia, Texas, 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 \$189,754.00; and

WHEREAS, the bid of TEI Construction Services is less than the estimate for Boiler Condition Assessment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of TEI Construction Services in the amount of \$189,754.00 for Boiler Condition Assessment is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 21, 2017	☐ City Attorney



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item G-11

#2017-204 - Approving Amendment No. 2 for Enterprise Asset Management System for the Public Works Department

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: July 25, 2017

Subject: Approving Amendment No. 2 for Enterprise Asset Management System for the Public Works Department

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

Background

The Enterprise Asset Management System (EAMS) implementation focuses on the needs of the Public Works Department, such as the work order process, customer service requests, asset reports, asset inspections, preventative maintenance, inventory, workflow management, capital improvement tracking, and document support. Full implementation should result in a significant improvement in planning, budgeting, and reporting.

On June 24, 2014, via Resolution No. 2014-177, City Council approved an agreement for Enterprise Asset Management System with Cartegraph Systems, Inc. of Dubuque, Iowa for the Public Works Department, in the amount of \$121,840.00. Such approval also consisted of Year 1-3 licensing costs for such system at \$76,000.00 annually.

On October 25, 2016, via Resolution No. 2016-262, City Council approved an amendment to the agreement in the amount of \$19,000.00 to handle implementation services for a significant number of asset types at the Wastewater Treatment Plant. Such amendment resulted in an agreement increase to \$140,840.00.

Over the course of the original agreement a small addition for a test environment was incorporated to accommodate needs of Wastewater staff. Such test environment was at a cost of \$3,400.00, paid via credit card, and allowed Wastewater staff the ability to get familiar with the asset management system without adding erroneous information or deleting critical data.

Discussion

To date, assets for traffic signal operations, storm water, wastewater, and the sanitary sewer collection system have been implemented.

The Wastewater Division desires to contract with Cartegraph Systems, Inc., for additional support in the amount of \$24,100.00. This additional support will consist of:

- A gathering workshop, up to four (4) hours, to increase the understanding of needs and functional goals.

- A three (3) day onsite event for post-production system development. Topics may include:
 - Project or implementation consulting
 - System configuration for current products
 - Training

Amendment No. 2 will result in a revised agreement amount of \$164,940.00.

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 Amendment No. 2 to the original agreement for Enterprise Asset Management System (EAMS) with Cartegraph Systems, Inc. of Dubuque, Iowa in the amount of \$24,100.00.

Sample Motion

Move to approve Amendment No. 2.

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Grand Island (hereinafter referred to as “**Customer**” or “**Licensee**” and **Cartegraph Systems, Inc.** (hereinafter referred to as “**Cartegraph**”). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA005 dated May 27, 2014 shall control.

Customer Bill To:	Customer Ship To:
David Riddle City of Grand Island 100 East 1 st Street Grand Island, NE 68801 214-793-1696	Same

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: May 8, 2017

Purchase Agreement June 30, 2016
Expiration Date:

Purchase #PA541
Agreement
No.:

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$18,500.00	\$18,500.00
ESTIMATED EXPENSES				\$ 5,600.00
TOTAL COST				\$24,100.00

NOTES: The pricing listed above does not include applicable sales tax.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. 25% upon execution of the Purchase Agreement.
 - b. 25% at the completion of the Assessment/delivery, or 3 months from execution of Purchase Agreement, whichever is sooner
 - c. 25% at the Completion of the test deployment, or 4 months from execution of Purchase Agreement, whichever is sooner
 - d. 25% at the completion productive deployment, or 6 months from execution of Purchase Agreement, whichever is sooner
4. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Tim McCool
(Type or print name)

Title Director of Sales

Date _____

City of Grand Island

By _____
(Signature)

(Type or print name)

Title _____

Date _____

Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA005.

Cartegraph - Scope of Work

The scope of work includes the following professional services:

Extended Support

- Cartegraph will provide the following services on a bi-annual basis for one year:
 - A remote requirement gathering workshop, up to four (4) hours, to increase our understanding of your business and functional goals. Through workshops and/or interviews, we will identify needs and/or goals to address for the quarterly event.
 - A three-day (3-day) onsite event for post-production system development. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Project or implementation consulting
 - System configuration for your current products
 - Training

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Tim McCool _____
(Type or print name)

Title Director of Sales _____

Date _____

City of Grand Island

By _____
(Signature)

_____ _____
(Type or print name)

Title _____

Date _____

RESOLUTION 2017-204

WHEREAS, on June 24, 2014, via Resolution No. 2014-177, City Council approved an agreement for an Enterprise Asset Management System (EAMS) for the Public Works Department with Cartegraph Systems, Inc. of Dubuque, Iowa in the amount of \$121,840.00; and

WHEREAS, such approval also consisted of Year 1-3 licensing costs for such system at \$76,000.00 annually; and

WHEREAS, on October 25, 2016, via Resolution No. 2016-262, City Council approved Amendment No. 1 to the original agreement in the amount of \$19,000.00 to handle implementation services for a significant number of asset types at the Wastewater Treatment Plant, for a revised agreement amount of \$140,840.00; and

WHEREAS, a small addition for a test environment was incorporated to accommodate needs of Wastewater staff at a cost of \$3,400.00, paid via credit card, and allowed Wastewater staff the ability to get familiar with the asset management system without hindering progress of actual data being updated and kept current; and

WHEREAS, Wastewater staff desire to contract with Cartegraph Systems, Inc. for additional support to include a gathering workshop to increase the understanding of needs and functional goals and a three (3) day onsite event for post-production system development, in the amount of \$24,100.00, resulting in a revised agreement amount of \$164,940.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 to the original agreement for Enterprise Asset Management System (EAMS) with Cartegraph Systems, Inc. of Dubuque, Iowa in the amount of \$24,100.00 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
July 21, 2017	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item H-1

Consideration of Review of the Public Hearing on the Community Development Block Grant 2017-2018 Annual Action Plan Funding Allocations

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

Staff Contact: Charley Falmlen



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item H-2

Consideration of Request from Midland Ag Service, Inc. for a Conditional Use Permit to Allow Parking for the Nebraska State Fair and Similar Events Located at 1311 South Stuhr Road

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item I-1

#2017-205 - Consideration of Approving Amendment to the Redevelopment Plan for Area 1 located at 523 E. Division/206 S. Plum (Weinrich Developments, Inc.)

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

Staff Contact: Chad Nabity

RESOLUTION 2017-205

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, demolition, 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	by _____
July 21, 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.

Weinrich Development Inc. 523 E. Division/206 S. Plum

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, July 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Weinrich Development Inc. 523 E. Division/206 S. Plum



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item I-2

#2017-206 - Consideration of Approving CRA Area #25 Blighted and Substandard Study for 12,232.94 Acres located at the Cornhusker Army Ammunition Plant (Central Nebraska Growth Foundation)

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

Staff Contact: Chad Nabity

RESOLUTION 2017-206

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, The Central Nebraska Growth Foundation, not-for-profit organization with the mission of providing a sustainable source of long-term support for the economic development of Hall County by creating sources of funding for viable prospective and existing industries that are creating new and higher-paying jobs for low to moderately paid individuals, has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 25; 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 June 27, 2017 and

WHEREAS, on June 27, 2017, 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 July 5, 2017 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on July 25, 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. 25 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, July 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 21, 2017	☐ City Attorney



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item I-3

#2017-207 - Approving Submission of the 2017-2018 Annual Action Plan for Community Development Block Grant Activities

Staff Contact: Charley Falmlen

Council Agenda Memo

From: Charley Falmlen, Community Development

Meeting Date: July 25, 2017

Subject: Public Hearing on Community Development Block Grant Annual Action Plan Funding Allocations

Presenter(s): Charley Falmlen, Community Development

Background

Grand Island began the process of becoming an Entitlement Community in September 2015. A large part of the planning process for this Community Development Block Grant (CDBG) model is the creation of the 3, 4 or 5-year Consolidated Plan, which also includes an Annual Action Plan. The City has chosen to complete a 3-year Consolidated Plan, which is valid from October 2016- October 2019. A separate Annual Action Plan is prepared for each Fiscal Year, in which a Consolidated Plan is not created.

A Public Hearing regarding the development of the 2017-2018 Annual Action Plan was held on April 25, 2017. This public hearing notified the public of the Community Development Division's suggestions for CDBG funding, which are the result of thorough analysis of previous funding priorities and community needs assessments. All public comments made at the April public hearing and today's public hearing are recorded and submitted to the U.S. Department of Housing and Urban Development (HUD), along with the final 2017-2018 Annual Action Plan.

Discussion

The Annual Action Plan addresses the intended use of an allocated \$360,253 in entitlement grant funds under the Community Development Block Grant (CDBG) program and identifies community development priority needs, objectives, and activities to be implemented during fiscal year 2017-2018. All proposed activities are subject to approval and final adoption by the Mayor and the Grand Island City Council later in today's City Council meeting. The following table summarizes the proposed allocations for planned activities in fiscal year 2017-2018:

\$25,000 – Public Service Grant to address needs of low income, extremely low income and homeless persons

\$150,000 – Playground Equipment for Lions Club Park

\$135,000 – 2017 Public Works Improvements

\$50,253 – Program Administration

\$360,253 - TOTAL

The proposed Annual Action Plan was made available for review at the following locations after June 30, 2017:

- Grand Island City Hall, City Clerk's Office, 100 E. 1st Street, Grand Island, NE 68801.
- Grand Island Public Library, 211 N. Washington Street, Grand Island, NE 68801.
- Hall County Housing Authority, 911 Baumann Drive, Grand Island, NE 68803.
- City of Grand Island's website at www.grand-island.com categorized under "Regional Planning" then "Community Development"

Alternatives

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

1. Accept the report on the Community Development Block Grant 2017-2018 Annual Action Plan Funding Allocations
2. Do not accept the report on the Community Development Block Grant 2017-2018 Annual Action Plan Funding Allocations

Recommendation

City Administration recommends that the Council accept the report on the Community Development Block 2017-2018 Annual Action Plan Funding Allocations.

Sample Motion

Move to accept the report on the Community Development Block Grant 2017-2018 Annual Action Plan Funding Allocations.

Application for Federal Assistance SF-424	
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
* If Revision, select appropriate letter(s): <input type="text"/>	
* Other (Specify): <input type="text"/>	
* 3. Date Received: <input type="text"/>	
4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	
5b. Federal Award Identifier: <input type="text"/>	
State Use Only:	
6. Date Received by State: <input type="text"/>	
7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:	
* a. Legal Name: <input type="text"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>	
* c. Organizational DUNS: <input type="text"/>	
d. Address:	
* Street1: <input type="text"/>	
Street2: <input type="text"/>	
* City: <input type="text"/>	
County/Parish: <input type="text"/>	
* State: <input type="text"/>	
Province: <input type="text"/>	
* Country: <input type="text"/>	
* Zip / Postal Code: <input type="text"/>	
e. Organizational Unit:	
Department Name: <input type="text"/>	
Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: <input type="text"/>	
* First Name: <input type="text"/>	
Middle Name: <input type="text"/>	
* Last Name: <input type="text"/>	
Suffix: <input type="text"/>	
Title: <input type="text"/>	
Organizational Affiliation: <input type="text"/>	
* Telephone Number: <input type="text"/>	
Fax Number: <input type="text"/>	
* Email: <input type="text"/>	

Application for Federal Assistance SF-424	
* 9. Type of Applicant 1: Select Applicant Type: C: City or Township Government	
Type of Applicant 2: Select Applicant Type:	
Type of Applicant 3: Select Applicant Type:	
* Other (specify):	
* 10. Name of Federal Agency: Department of Housing and Urban Development	
11. Catalog of Federal Domestic Assistance Number: 14.218 CFDA Title: Community Development Block Grant (CDBG) Program	
* 12. Funding Opportunity Number: N/A	
* Title: N/A	
13. Competition Identification Number: N/A Title: N/A	
14. Areas Affected by Project (Cities, Counties, States, etc.):	
Add Attachment Delete Attachment View Attachment	
* 15. Descriptive Title of Applicant's Project: Community Development Block Grant Program	
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant	3rd * b. Program/Project
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachment
17. Proposed Project:	
* a. Start Date:	10/1/2017 * b. End Date: 9/30/2018
18. Estimated Funding (\$):	
* a. Federal	360,253
* b. Applicant	0
* c. State	0
* d. Local	0
* e. Other	0
* f. Program Income	0
* g. TOTAL	
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
	Add Attachment Delete Attachment View Attachment
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix:	* First Name: Jeremy
Middle Name:	L.
* Last Name:	Jensen
Suffix:	
* Title:	Mayor
* Telephone Number:	508-389-0140 Fax Number:
* Email:	mayor@grand-island.com
* Signature of Authorized Representative:	* Date Signed: 7/26/17

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan – It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) _____, _____ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

Signature/Authorized Official

Date

Title

RESOLUTION 2017-207

WHEREAS, on August 25, 2015, the City of Grand Island became an Entitlement Community; and

WHEREAS, the United States Department of Housing and Urban Development requires multiple certifications in order to comply with the Community Development Block Grant Program requirements; and

WHEREAS, documentation of the required certifications is to be submitted along with the 2017-2018 Annual Action Plan; and

WHEREAS, the Community Development Division created the required documentation to serve under the Entitlement Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is hereby approves and adopts Community Development Block Grant Certifications; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 21, 2017	▣ City Attorney



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item I-4

#2017-208 - Consideration of Approving FY 2017-2018 Annual Budget for Downtown Business Improvement District 2013 and setting Date for Board of Equalization

Staff Contact: Renae Jimenez

Council Agenda Memo

From: Renae Griffiths, Finance Director

Meeting: July 25, 2017

Subject: Approving FY 2017-2018 Annual Budget for Downtown Business Improvement District 2013 and setting Date for Board of Equalization

Presenter(s): Renae Griffiths, Finance Director

Background

On August 13, 2013, the City Council adopted Ordinance #9435 creating Downtown Business Improvement District 2013. The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On July 20, 2017 the Downtown BID Board met and approved the 2017-2018 budget which provides for special assessments in the amount of \$101,295.

Discussion

In this district, assessments are paid by property owners based on the valuation of land and real property in the district as of January 1 of the current year. No personal property is figured into the assessment. Owners are billed for the assessment on October 1 of each fiscal year. The budgeted assessments of \$101,295 will be charged to property owners in the district based on their taxable valuation of real property compared to the total taxable valuation of the district. Downtown Beautification, Retention and Recruitment, and Maintenance are the areas of proposed work to be performed by the BID. The BID pays the City a fee of \$4,600 for accounting services. A copy of the proposed 2017-2018 budget is attached for review.

Alternatives

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

1. Approve the 2017-2018 Budget for the Downtown BID 2013 and set the date for the Board of Equalization.
2. Modify the budget and/or reschedule the Board of Equalization.

Recommendation

City Administration recommends that the Council approve the 2017-2018 Budget for the Downtown BID 2013 and set the date of September 12, 2017 for the Board of Equalization. Notice of the Hearing and proposed assessments will be published according to State Statutes.

Sample Motion

Move to approve the 2017-2018 Budget for the Downtown BID 2013 and set the date of September 12, 2017 for the Board of Equalization.

BID BUDGET

YEAR:

2017-2018

INCOME TYPE	Explanation	Amount
Beginning Cash	"rollover" from 16-17 cycle	\$12,000.00
Special Assessments		\$101,295.35
Donations		\$1,500.00
Grants	CDBG "Rental Assistance Program	\$84,000.00
Interest		
Other Revenue	Gingerbread Contest, Fundraising, Credit Card, Golf Outing, Green Team Reimbursement	\$17,700.00
TOTAL INCOME		\$216,495.35
EXPENSES		Amount
Personnel - 85105	Director, Green Team	\$ 46,000.00
FICA - 85115	FICA	\$ 4,000.00
Unemployment - 85165	Unemployment	\$ 1,500.00
Contract Services - 85213	Trash, Douglass Bookkeeping, Jason Derr	\$ 9,350.00
Printing/Binding - 85245	Printing, Flyers, Annual Report, Announcement Annual Meeting	\$ 1,000.00
Snow & Ice Removal - 85249	Snow	\$ 1,200.00
Professional Services/Office Rent - 85290	Rent	\$ 4,800.00
Utility Services - 85305	Utilities	\$ 4,500.00
Repairs & Equipment - 85325		\$ 400.00
Office Copy Machine - 85330	Copy Machine Lease and Copy Charges	\$ 1,800.00
Postage - 85413	Quarterly Bill From the City	\$ 700.00
Advertising - 85416	Newspaper, Radio and TV	\$ 9,500.00
Legal Notices - 85419	Monthly Meeting Notice, annual review of property tax	\$ 2,750.00
Dues & Subscriptions/Main Street - 85422	MainStreet, Chamber, 501C3, EDC?	\$ 2,335.00
Travel & Training - 85428		\$ 200.00
Events/Other - 85490	HEAR GI Sponsorship, Brew Fest Sponsorship, Bar Stool Open?, Golf Outing Expenses, Parking Study, 3rd and final payment for video	\$ 24,350.00
Office Supplies - 85505	Internet and Office Phone	\$ 4,500.00
Trees & Shrubs - 85560	Removal and replanting	\$ 3,000.00
Planters/ Plaza - 85561	Moving, Sprinklers, Plants for Planters and Summer Watering	\$ 8,780.00
General Supplies - 85590		\$ 1,750.00
MISC Projects	CDBG "Rental Assistance Program"	\$ 84,000.00
TOTAL EXPENSES		\$ 216,415.00

RESOLUTION 2017-208

WHEREAS, the City Council has considered the proposed budget of the Downtown Business Improvement District 2013 for the fiscal year 2017-2018; and

WHEREAS, the City has received the assessed values of the individual properties within the Downtown Business Improvement District as shown in the office of the Hall County Assessor in effect on the first day of January, 2017.

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

1. The budget for the Downtown Business Improvement District 2013 is hereby considered.
2. A proposed assessment schedule shall be prepared.
3. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on September 12, 2017 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.
4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.
5. Notice of hearing shall be mailed to all property owners of the Downtown Business Improvement District 2013 by U.S. Mail, postage prepaid

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Adopted by the City Council of the City of Grand Island, Nebraska, July 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
July 21, 2017	City Attorney



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item I-5

#2017-209 - Consideration of Approving an Agreement with Verizon Wireless for Antennas at the Heartland Events Center

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: July 25, 2017

Subject: Approving License Agreement between Fonner Park Exposition and Events Center, Inc. and Verizon Wireless, LLC

Presenter(s): Jerry Janulewicz, City Attorney

Background

Through a master license agreement between the Hall County Livestock Improvement Association (“Fonner Park”) and Verizon Wireless (“Verizon”) is installing additional antenna nodes within various buildings located at the Fonner Park/State Fair site in an effort to improve cellular communications and data access at that location, especially during time when heavy wireless demands are experienced. As part of this project, Verizon seeks to install additional antenna nodes within the Heartland Events Center building. Because of the City’s legal interests in the facility, Verizon is requesting City’s approval of a licensing agreement for the sole purpose of acknowledging to the terms, conditions, provisions and rights granted under the agreement. This agreement, if approved by the parties, would grant to Verizon the authority to install additional antenna nodes in the Heartland Event Center building. The initial nodes were installed following an agreement approved by council in July 2016.

Discussion

The Heartland Events Center building and the real estate upon which it is located is owned by Fonner Park and leased to the City under the terms of a Lease Purchase Agreement whereby the City will receive title to the property following payment of the bonds issued to finance construction of the building. The bonds are expected to be redeemed in full on or before December 31, 2024. During the time the building bonds are outstanding, Fonner is contracted to manage the facility. Under the terms of the management contract, Fonner is entitled to receive all revenues from the general operations of the event center.

The proposed Fonner Park/Verizon License Agreement presented to the City would terminate on December 31, 2024 if not sooner. Verizon will pay an annual rental fee of \$1,800 per node in addition to \$1,500 per year for electric power provided by Fonner.

Because of the City's legal interests in the facility, Verizon is asking that the City enter into the execution of the licensing agreement for the sole purpose of acknowledging to the terms, conditions, provisions and rights granted under the agreement.

Alternatives

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

1. Give consent to the agreement between Hall County Livestock Improvement Association and Verizon Wireless for placement of additional antenna nodes.
2. Disapprove or /Deny the resolution.
3. Modify the resolution to meet the needs of the City Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the resolution.

Sample Motion

Move to approve the resolution authorizing execution of the licensing agreement between the Hall County Livestock Improvement Association and Verizon Wireless.

LICENSE AGREEMENT

This License Agreement (the "**Agreement**") made this ____ day of _____, 2017 between **Fonner Park Exposition and Events Center, Inc.**, with its principal offices located at 700 East Stolley Park Road, Grand Island, Nebraska 68801, and a mailing address of Post Office Box 490, Grand Island, Nebraska 68802, hereinafter designated **LICENSOR** and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated **LICENSEE**. **LICENSOR** and **LICENSEE** are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** **LICENSOR** hereby licenses to **LICENSEE** certain space in and on the Heartland Events Center located at 690 East Stolley Park Road, Grand Island Hall County, Nebraska 68801 (the "**Building**"), the underlying real property of which is legally described on **Exhibit A**, attached hereto and made a part hereof (the Building and the underlying real property are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation and maintenance of communications equipment. The space licensed to **LICENSEE** shall include space on the exterior walls of the Building (the "**Antenna Space**"), sufficient for the installation, operation and maintenance of antennas and related equipment; together with such additional space on the roof and within the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "**Cabling Space**") running between and among the Antenna Space, and to all necessary electrical, utility and telephone sources (including fiber) located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building, to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of **LICENSEE**'s communications facility (the "**Rights of Way**"). The Antenna Space, Cabling Space, and Rights of Way are hereinafter collectively referred to as the "**Premises**" and are as shown on **Exhibit B** attached hereto and made a part hereof. If there are not sufficient electric, telephone, utility, cable, or fiber sources located within the Building or on the Property, **LICENSOR** agrees to grant **LICENSEE** or the local utility or fiber provider the right to install such utilities or fiber on, over and/or under the Property and through the Building necessary for **LICENSEE** to operate its communications facility, provided the location of the utilities or fiber shall be as reasonably designated by **LICENSOR**. The Parties acknowledge and agree that **LICENSEE**'s interests in the Premises granted hereunder may only be terminated pursuant to the express terms of this Agreement.

2. **CONDITION OF PROPERTY.** **LICENSOR** shall deliver the Premises to **LICENSEE** in a condition ready for **LICENSEE**'s construction of its improvements and clean and free of debris. **LICENSOR** represents and warrants to **LICENSEE** that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint,

asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the Term, LICENSOR shall, promptly after receipt of written notice from LICENSEE setting forth a description of such non-compliance, rectify same at LICENSOR's expense.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"). The term shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") and shall terminate on December 31, 2024 (the "Term"). The rental payments shall commence on the Commencement Date and shall be due at a total annual rental of One Thousand Eight Hundred Dollars (\$1,800.00) for Node SC 10, and One Thousand Eight Hundred Dollars (\$1,800.00) for Node SC 11, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date and the initial rental payment may not actually be sent by LICENSEE until sixty (60) days after LICENSEE's receipt of the written acknowledgement from LICENSOR.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LICENSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LICENSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall provide to LICENSEE such Rental Documentation. All documentation shall be acceptable to LICENSEE in LICENSEE's reasonable discretion. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

Within thirty (30) days of a written request from LICENSEE, LICENSOR or any assignee(s) or transferee(s) of LICENSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE to such party and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

4. ELECTRICAL. LICENSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. Commencing on the Commencement Date in consideration for electrical service, LICENSEE shall pay \$1,500.00 per year to LICENSOR for Node SC 10,

and \$1,500.00 per year to LICENSOR for Node SC 11. LICENSOR agrees and acknowledges that LICENSEE may not send the initial annual electrical payment until sixty (60) days after LICENSEE's receipt of the written acknowledgement referenced in paragraph 3 herein.

LICENSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. Reserved for Future Use

6. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, (iv) LICENSEE determines that the Premises is no longer technically compatible for its use; or (v) LICENSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR.

Any rights hereunder shall in all events be subject to the requirements of that Lease Purchase Agreement dated October 9, 2001 (the "**Original Agreement**"), by and between the City of Grand Island, Nebraska (the "**City**") and Fonner Park Exposition and Events Center, Inc., as amended and supplemented by that Addendum to the Lease Purchase Agreement dated August 26, 2003 (the "**First Addendum**") by and between said parties, as further amended and supplemented by that Second Addendum to Lease Purchase Agreement dated as of December 1, 2004 (the "**Second Addendum**") and, including but not limited to, requirements for cancellation under Rev. Proc. 82-26 and, specifically, the

requirement that the City have the right to obtain unencumbered fee title to the Project (including additions thereto) and exclusive possession of the Project.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LICENSOR and LICENSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. LICENSOR and LICENSEE each agree that it will include the other Party as an additional insured, as their interests may appear under this Agreement.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LICENSOR.

11. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE of such interference by a written communication and a call to LICENSEE's Network Operations Center [at (800) 264-6620/(800) 621-2622], LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such

equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate this Agreement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LICENSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LICENSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LICENSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LICENSOR, LICENSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. In the event that LICENSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LICENSOR under this Agreement, then LICENSOR shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of this Agreement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: Fonner Park Exposition and Events Center, Inc.
Attention: Chief Executive Officer
700 East Stolley Park Road
Grand Island, Nebraska 68801

OR Post Office Box 490
Grand Island, Nebraska 68802

with a copy to: Jerome Janulewicz
City Attorney
100 East First Street
Grand Island, Nebraska 68801

LICENSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LICENSOR agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LICENSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LICENSOR if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business in the Building; provided, however, that if the nature of LICENSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LICENSEE undertakes any such performance on LICENSOR's behalf and LICENSOR does not pay LICENSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LICENSEE may offset the full undisputed amount due against all fees due and owing to LICENSOR under this Agreement until the full undisputed amount is fully reimbursed to LICENSEE.

21. ENVIRONMENTAL.

a. LICENSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LICENSEE in the Premises.

b. LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.

c. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws

regulating hazardous substances) (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of that Party has the full right, power and authority to enter into and execute this Agreement on that Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

25. RELOCATION. If LICENSOR determines that the Building, and/or other improvements and/or facilities on which LICENSEE's Premises are located, must be taken out of service temporarily for maintenance, repair or replacement; or if the Building and/or other improvement and/or facility on which LICENSEE's Premises are located is to be permanently removed or relocated, LICENSOR may require LICENSEE to relocate its equipment to an alternate location upon the following terms and conditions:

(a) LICENSOR shall give LICENSEE at least sixty (60) days written notice prior to requiring LICENSEE to relocate from the Premises;

(b) LICENSOR shall make a good faith effort to identify all viable locations in the vicinity of the Premises to be relocated, and the Parties shall mutually agree on an alternate location for LICENSEE's Premises (the "Alternate Premises");

(c) LICENSEE will pay all costs incurred for relocating LICENSEE's equipment to the Alternate Premises;

(d) LICENSOR shall provide documentation or other information, if it has any, to assist LICENSEE in obtaining all of the certificates, permits and other approvals that may be required by any Federal, State or other authorities which will permit LICENSEE's use of the Alternate Premises;

(e) LICENSEE shall be allowed, if necessary in LICENSEE's reasonable discretion, to place a temporary installation in a location approved by LICENSOR during a temporary relocation and, upon

SITE NAME: NE07 Fonner Park SC 10 / 442493
SITE NAME: NE07 Fonner Park SC 11 / 442494

completion of any maintenance, repair or similar work by LICENSOR, LICENSEE will be permitted to return to its original Premises from the temporary location; and

(f) If the relocation to the Alternate Premises will be a permanent relocation, the Parties shall amend this Agreement to accurately reflect the location of the Alternate Premises.

[Remainder of Page Intentionally Left Blank]

SITE NAME: NE07 Fonner Park SC 10 / 442493
SITE NAME: NE07 Fonner Park SC 11 / 442494

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

Fonner Park Exposition and Events Center, Inc.

By: _____

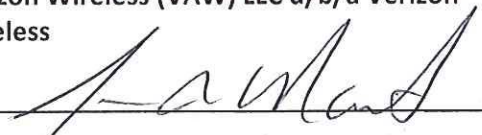
Printed Name: _____

Title: _____

Date: _____

LICENSEE:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By:  _____

Printed Name: **James R. Martin**

Title: **Director - Network Field Engineering**

Date: **7/19/17**

The City enters into the execution of this Agreement for the sole purpose of acknowledging to the terms, conditions, provisions and rights granted under this Agreement.

City of Grand Island, Nebraska

By: _____

Printed Name: _____

Title: _____

Date: _____

SITE NAME: NE07 Fonner Park SC 10 / 442493
SITE NAME: NE07 Fonner Park SC 11 / 442494

EXHIBIT A

PROPERTY

Situated in the County of Hall, State of Nebraska:

Lot One (1), Heartland Event Center First Subdivision to the City of Grand Island, Hall County, Nebraska.

Tax ID No: 400424215

SITE NAME: NE07 Fonner Park SC 10 / 442493
SITE NAME: NE07 Fonner Park SC 11 / 442494

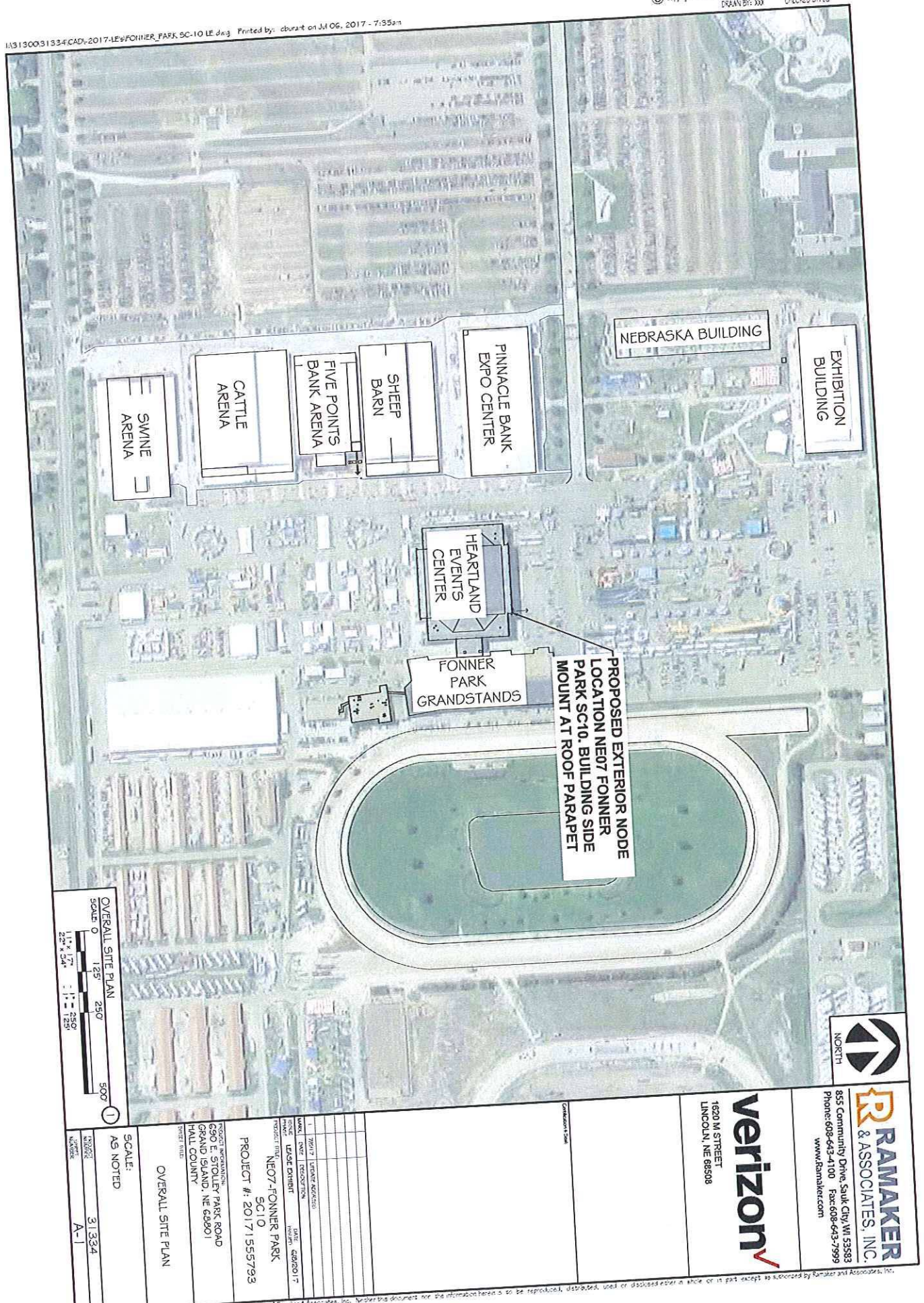
EXHIBIT B

SITE PLAN OF ANTENNA SPACE AND CABLING SPACE

ND07 Fonner Park SC10

See Attached

\\3130031334\CAD\2017-LE\FONNER_PARK_SC10_LE.dwg Printed by: cburant on Jul 06, 2017 - 7:35a-m



OVERALL SITE PLAN
 SCALE 0 125' 250' 500'
 1" = 125'
 1/4" = 31' 25"
 1/8" = 15' 62"

SCALE:
 AS NOTED
 31334
 A-1

OVERALL SITE PLAN

PROJECT # 20171555793
 NEOT FONNER PARK
 SC10
 PROJECT FILE
 690 E ISLAND, NE 68601
 HALL COUNTY

PROJECT FILE
 690 E ISLAND, NE 68601
 HALL COUNTY

DATE	6/26/17
BY	JJJ
CHECKED BY	JJJ
PROJECT FILE	NEOT FONNER PARK SC10
PROJECT #	20171555793

DATE	6/26/17
BY	JJJ
CHECKED BY	JJJ
PROJECT FILE	NEOT FONNER PARK SC10
PROJECT #	20171555793

DATE	6/26/17
BY	JJJ
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BY	JJJ
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PROJECT FILE	NEOT FONNER PARK SC10
PROJECT #	20171555793



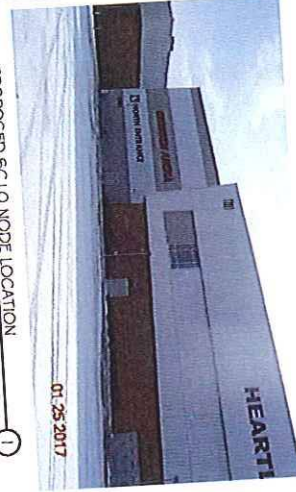
RAMAKER & ASSOCIATES, INC.
 855 Community Drive, Suite 100, Lincoln, NE 68508
 Phone: 608-643-4100 Fax: 608-643-7999
 www.ramaker.com

verizon
 1620 M STREET
 LINCOLN, NE 68508

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PROPOSED SC-10 NODE LOCATION
 SCALE: NTS

1



APPROXIMATE
 LOCATION OF
 PROPOSED
 LICENSEE CABLING
 DOG HOUSE.

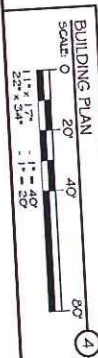
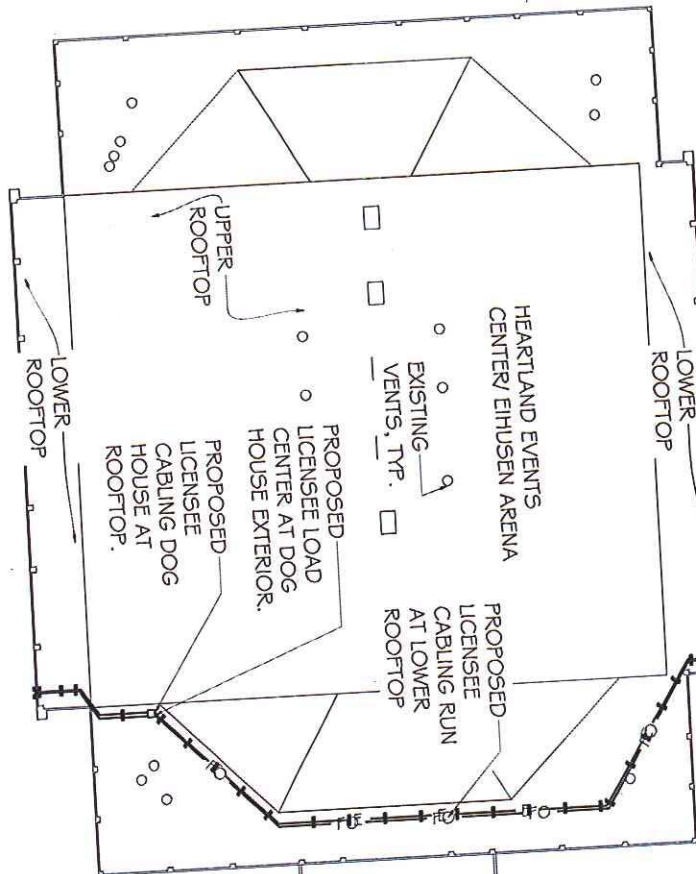
PROPOSED DOG HOUSE LOCATION
 SCALE: NTS

2



PROPOSED LICENSEE
 EXTERIOR NODE
 LOCATION (SC-10) SIDE
 MOUNTED AT BUILDING
 PARAPET WALL.

(2) PROPOSED
 ANTENNAS (0' AZ)



SCALE:
 AS NOTED

BUILDING PLAN

PROJECT #	31334
DATE	A-2

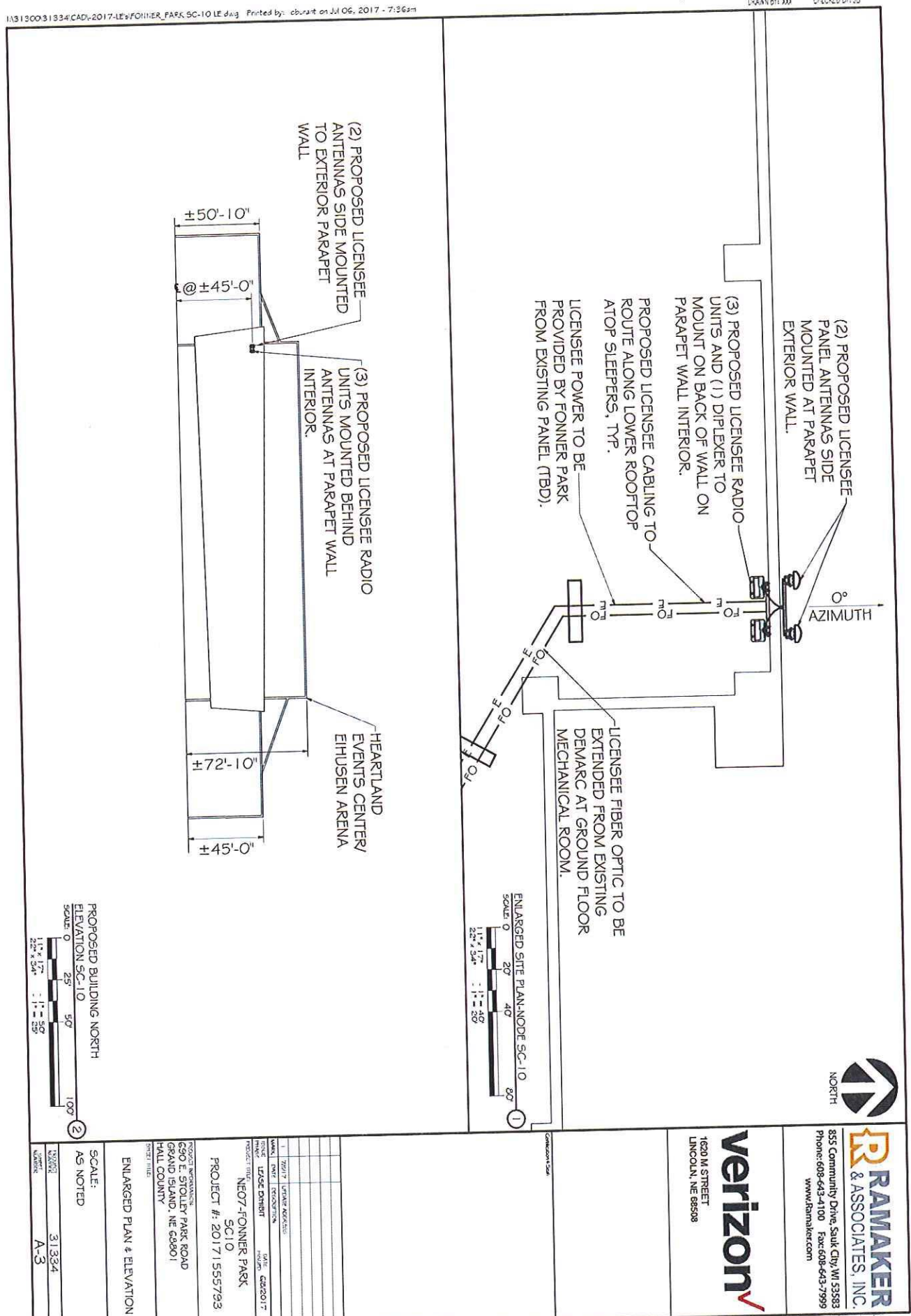
PROJECT # 20171555793
 SC-10
 NEOT-FONNER PARK
 690 E. STOLLEY PARK ROAD
 GRAND ISLAND, NE 68801
 HALL COUNTY

NO.	DATE	DESCRIPTION	DATE
1	04/26/2017	ISSUED FOR PERMIT	
2	04/26/2017	ISSUED FOR PERMIT	
3	04/26/2017	ISSUED FOR PERMIT	
4	04/26/2017	ISSUED FOR PERMIT	
5	04/26/2017	ISSUED FOR PERMIT	
6	04/26/2017	ISSUED FOR PERMIT	
7	04/26/2017	ISSUED FOR PERMIT	
8	04/26/2017	ISSUED FOR PERMIT	
9	04/26/2017	ISSUED FOR PERMIT	
10	04/26/2017	ISSUED FOR PERMIT	



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 855 Community Drive, Suite 200, WI 53583
 Phone: 608-643-4100 Fax: 608-643-7999
 www.ramaker.com

verizon
 1620 M STREET
 LINCOLN, NE 68508



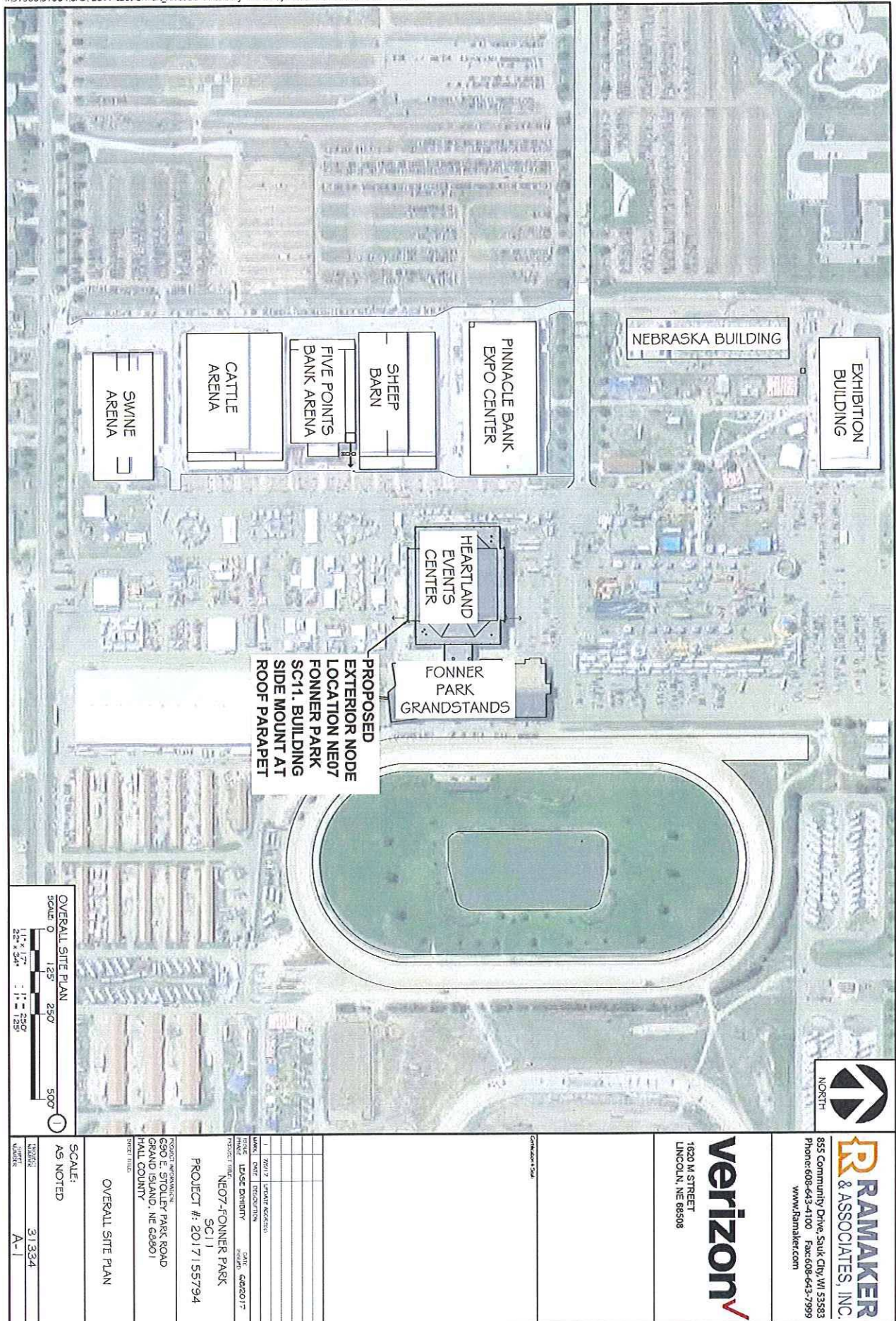
SITE NAME: NE07 Fonner Park SC 10 / 442493
SITE NAME: NE07 Fonner Park SC 11 / 442494

EXHIBIT B

SITE PLAN OF ANTENNA SPACE AND CABLING SPACE

ND07 Fonner Park SC11

See Attached



RAMAKER & ASSOCIATES, INC.
 855 Community Drive, Suite 100, W153883
 Phone: 608-643-4100 Fax: 608-643-7999
www.ramaker.com

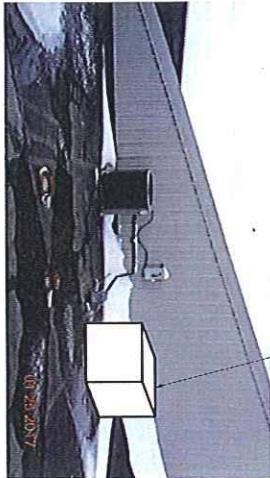
verizon
 1620 N STREET
 LINCOLN, NE 68508



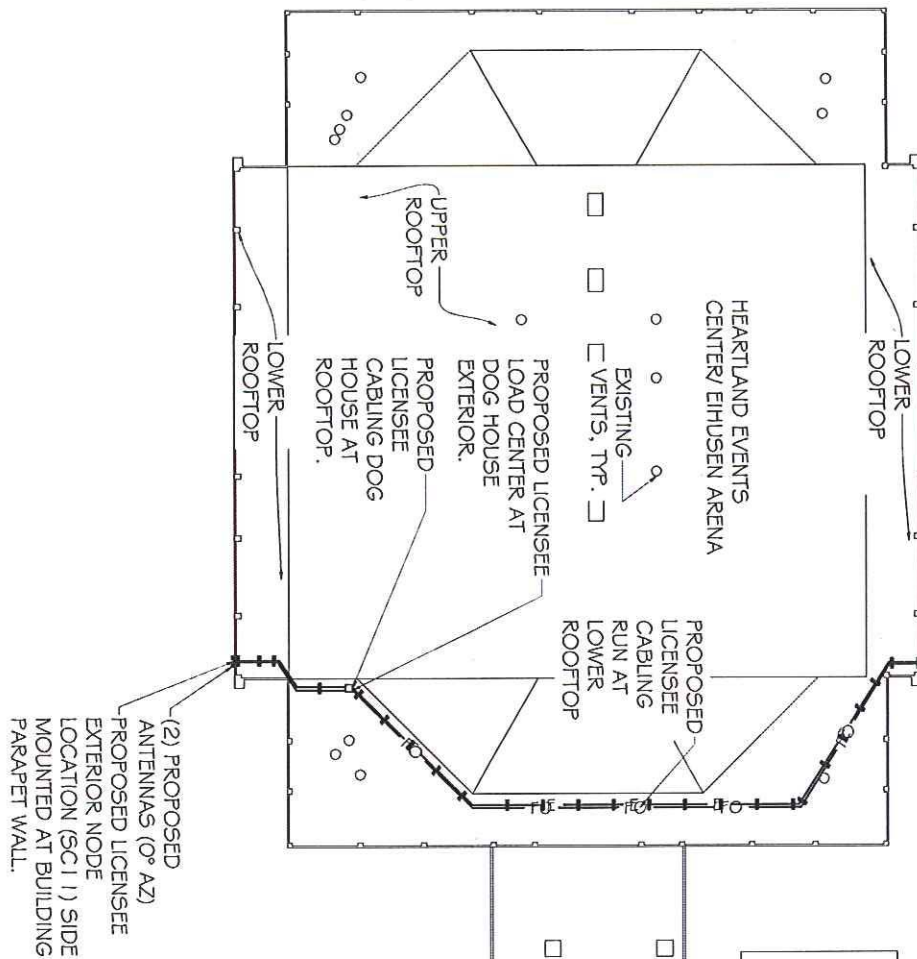
PROPOSED SCI 1 NODE LOCATION

SCALE: 1"=175'

1



PROPOSED DOG HOUSE LOCATION ②



855 Community Drive, Sauk City, WI 53588
Phone: 608-643-4100 Fax: 608-643-7999
www.Ramaker.com



1620 M STREET
LINCOLN, NE 68508

ISSUE NUMBER	DATE	UPDATE DESCRIPTION	DATE REPAIR
1	7/24/17	UPONTE ACCEDED	

PROJECT #: 2017155794

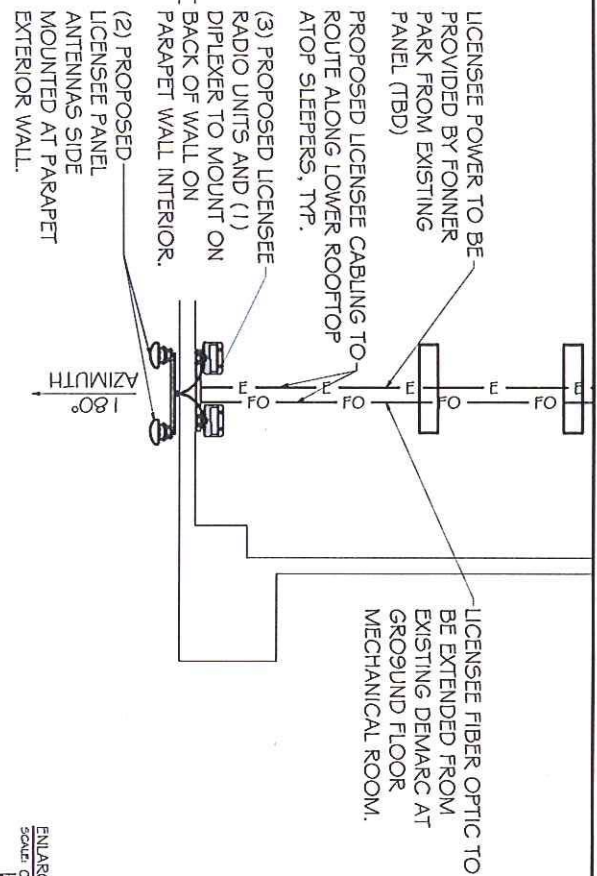
PROJECT INFORMATION:
690 E. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801
HALL COUNTY

Subject title

BUILDING PLAN

SCALE:
AS NOTED

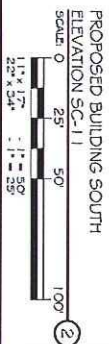
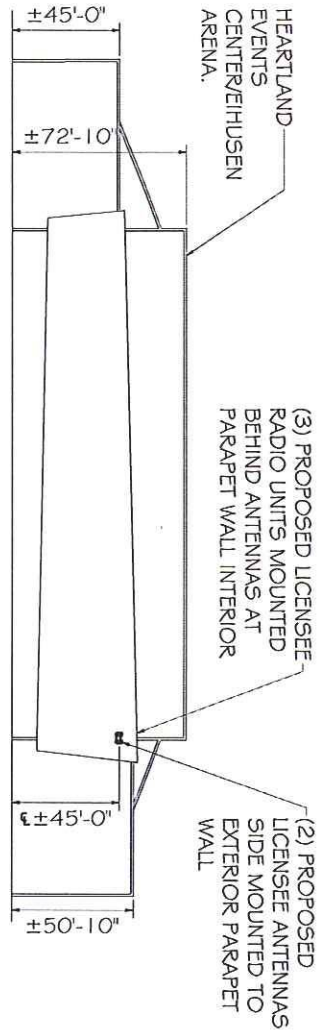
PROJECT NUMBER	31334
REPORT NUMBER	A-2



RAMAKER
& ASSOCIATES, INC.

855 Community Drive, Sauk City, WI 53583
Phone: 608-643-4100 Fax: 608-643-7999
www.Ramaker.com

Verizon
1620 M STREET
LINCOLN, NE 68508



1	7/21/17	LEADWAY AGGREGATION	
WORK	DATE	LOCATION	DATE
NEED	DATE	LOCATION	DATE
DATE	LOCATION	DATE	DATE
PROJECT	PROJECT	PROJECT	PROJECT

PROJECT # 2017155794

NEOFT-FONNER PARK
SC11

CONCRETE INCORPORATION
630 E. STODLEY PARK ROAD
GRAND ISLAND, NE 68801
HALL COUNTY

ENLARGED PLAN & ELEVATION

SCALE:
AS NOTED

PRODUCT NUMBER	31334
SUPPORT NUMBER	A-3

RESOLUTION 2017-209

WHEREAS, through a master license agreement between the Hall County Livestock Improvement Association (“Fonner Park”) and Verizon Wireless LLC (“Verizon”), Verizon is installing antenna nodes within various buildings located at the Fonner Park/State Fair site in an effort to improve cellular communications and data access at that location; and

WHEREAS, the Heartland Events Center building and the real estate upon which it is located (the “facility”) is owned by Fonner Park and leased to the City of Grand Island (“City”) under the terms of a Lease Purchase Agreement whereby the City will receive title to the facility following payment of the bonds issued to finance construction of the building; and

WHEREAS, the building bonds are expected to be paid and redeemed in full on or before December 31, 2024; and

WHEREAS, for such time as the building bonds are outstanding, Fonner is contracted to manage the facility under the terms of a management contract with the City; and

WHEREAS, pursuant to the terms of the management contract, Fonner is entitled to receive all revenues from the general operations of the facility; and

WHEREAS, the proposed license agreement between Fonner Park and Verizon will terminate on December 31, 2024 if not sooner; and

WHEREAS, Verizon will pay an annual rental fee to Fonner Park and pay compensation for electric power provided by Fonner Park; and

WHEREAS, due to the City’s legal interests in the Heartland Event Center building, Verizon is requesting that the City enter into the execution of the licensing agreement between Fonner Park and Verizon for the sole purpose of acknowledging to the terms, conditions, provisions and rights granted under the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND that execution of the licensing agreement between Fonner Park Exposition and Events Center, Inc. and Verizon Wireless, LLC for placement of additional wireless antenna nodes within the Heartland Events Center building should be, and hereby is, approved for the sole purpose of acknowledging to the terms, conditions, provisions and rights granted under the agreement as presented to the City.

- - -

Approved as to Form	☐ _____
July 21, 2017	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, July 25, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 25, 2017

Council Session

Item J-1

Approving Payment of Claims for the Period of July 12, 2017 through July 25, 2017

The Claims for the period of July 12, 2017 through July 25, 2017 for a total amount of \$5,070,897.27. A MOTION is in order.

Staff Contact: Renae Jimenez