
City of Grand Island



Tuesday, November 28, 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 Jim Reynolds, Berean Bible Church, 4116 West Capital Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item E-1

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area No. 1 located at 320-322 N. Pine Street (Urban Island,
LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: November 28, 2017

Subject: Amendment to Redevelopment Plan for CRA Area #1

Presenter(s): Chad Nabity, AICP CRA Director

Background

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

Urban Island LLC, the owner of the former Nathan Detroit's building has submitted a proposed amendment to the redevelopment plan that would provide for renovation and redevelopment of this property for commercial and residential uses at 320 and 322 N. Pine Street in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on October 18, 2017 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on November 1, 2017. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on February 1, 2017. The Planning Commission approved Resolution 2018-04 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 258 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for renovation and rehabilitation of this property for commercial and residential uses. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. There are over \$756,000 of identified expenses eligible for Tax increment financing associated with the proposed redevelopment plan amendment. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$164,181.

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
October 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 OF THE BUILDING LOCATED AT 320 and 322 N. PINE STREET FOR COMMERCIAL AND RESIDENTIAL USES, INCLUDING FIRE/LIFE SAFETY IMPROVEMENTS AND BUILDING REHABILITATION AND REMODELING.

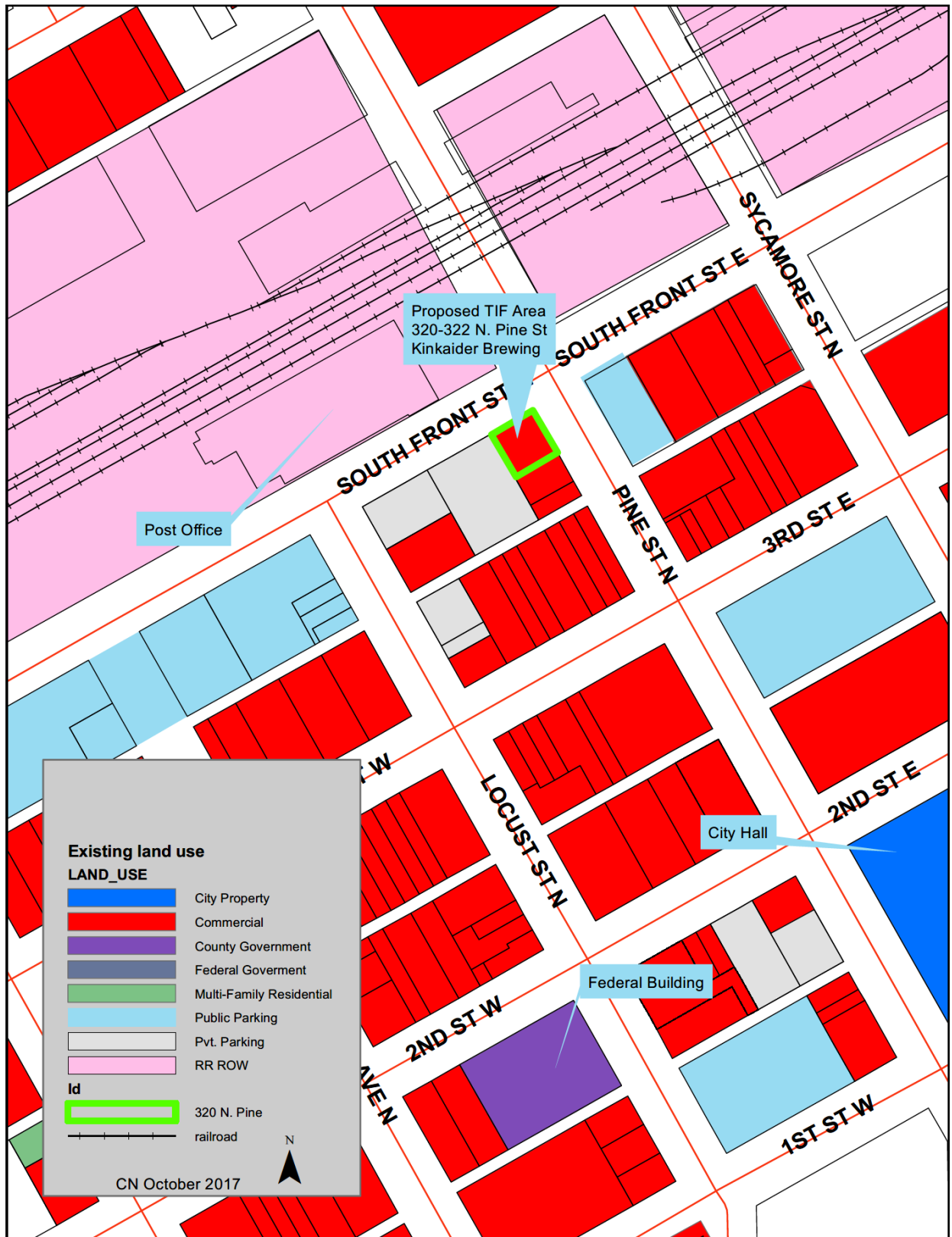
The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the kitchen/party room for Kinkaider Brewing Company formerly Nathan Detroit's 320 and 322 N. Pine Street into a mixed use building containing six apartments and two retail tenant spaces. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in renovating this historic building into a combination of commercial space and market rate residential units. The addition of the residential units is consistent with the downtown redevelopment plan and priorities to add 50 residential units downtown by 2019. This project would not be possible without the use of TIF.

Urban Island LLC is the owner of the property. Urban Island LLC purchased this property in 2016. The purchase price is not included as an eligible TIF activity. Portions of the building are currently vacant the kitchen for the Kinkaider Brewing Company is located within this building and part of the space are being used for gatherings and receptions. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the remodeling and rehabilitation of this building. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2019 towards the allowable costs and associated financing for rehabilitation.

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

320 and 322 N. Pine Street in Grand Island Nebraska

Legal Descriptions: North One Half Lot One (1) in Block Fifty-Five (55) in the Original Town, now City of Grand Island, Hall County, Nebraska.



Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2020 through 2034 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from rehabilitation of this building for commercial and residential uses as permitted in the B3 Heavy Business Zoning District.

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

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

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

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on November 1, 2017 and passed Resolution 2018-04 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District. The school district was notified of this plan amendment at the time it was submitted to the CRA for initial consideration.

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

a. Land Acquisition:

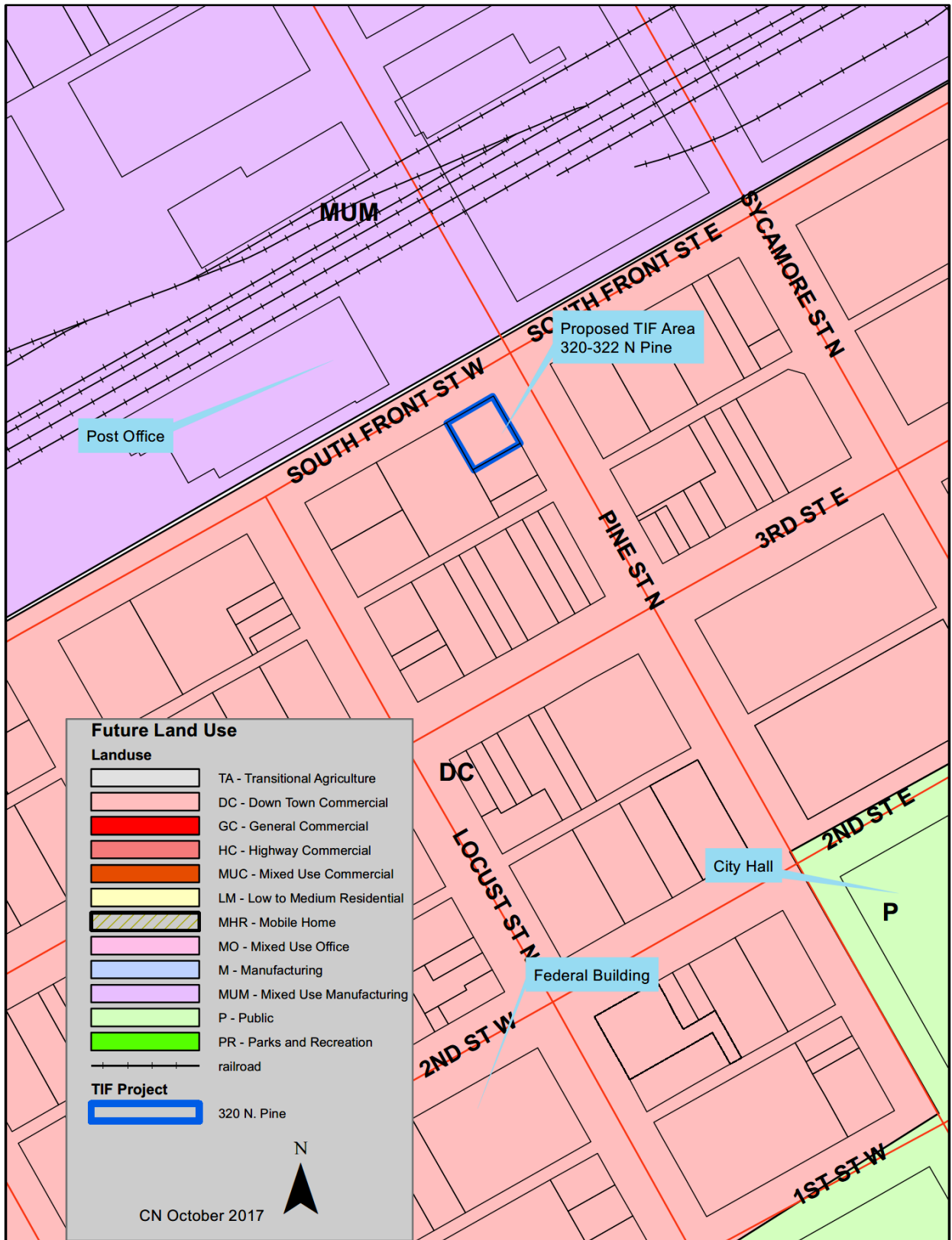
The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

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

c. Future Land Use Plan

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



City of Grand Island Future Land Use Map

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

The area is zoned B3-Heavy Business zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

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

f. Additional Public Facilities or Utilities

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

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

No other utilities would be impacted by the development.

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

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property, owned by the developer, is vacant and has been vacant for more than 1 year; no relocation is contemplated or necessary. [§18-2103.02]

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

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

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

The developer owns this property and acquisition is not part of the request for tax increment financing. The estimated costs of rehabilitation of this property is \$737,209,

planning related expenses for Architectural and Engineering services of \$8,500 and are included as a TIF eligible expense. Legal, Developer and Audit Fees of \$12,000 including a reimbursement to the City and the CRA of \$7,000 are included as TIF eligible expense. The total of eligible expenses for this project exceeds \$756,709. The CRA has been asked to grant \$105,000 to this project to offset the cost of life safety improvements and \$168,677 in façade improvement funds. The total eligible expenses for this project less other grant funds by the CRA is \$318,851. The developers have also invested \$265,000 in acquisition of the property and additional funding in other improvements including new windows on the second floor.

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 \$164,181 from the proceeds of the TIF which after interest is paid will result in approximately \$115,000 of direct aid to the project. 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, 2020 through December 2034.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

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

blighting conditions. This will accomplish the goal of both the Downtown Business Improvement District and the Grand Island City Council of increasing the number of residential units available in the Downtown area.

8. Time Frame for Development

Development of this project is anticipated to be completed between December 2017 and October of 2018. Excess valuation should be available for this project for 15 years beginning with the 2020 tax year.

9. Justification of Project

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

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

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

Project Sources and Uses. Approximately \$164,181 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This property has requested a life/safety grant of \$105,000 and a façade improvement grant of \$168,677. This investment by the Authority will leverage \$698,778 in private sector financing; a private investment of \$1.60 for every TIF and grant dollar investment.

Use of Funds Description	Source of Funds.			
	TIF Funds	Other Grants	Private Funds	Total
Site Acquisition			\$265,000	\$265,000
Legal and Plan*			\$12,000	\$12,000
Engineering/Arch			\$8,500	\$8,500
Renovation	\$164,181	\$105,000	\$298,351	\$568,532
Facade		\$168,677		\$168,677
Developer/Audit Feets			\$34,927	\$34,927
Contingency			\$80,000	\$80,000
TOTALS	\$164,181	\$273,677	\$698,778	\$1,136,636

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2018, valuation of approximately \$150,688. Based on the 2016 levy this would result in a real property tax of approximately \$3,275. It is anticipated that the assessed value will increase by \$503,673 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$10,945 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2016 assessed value:	\$ 150,688
Estimated value after completion	\$ 654,361
Increment value	\$ 503,673
Annual TIF generated (estimated)	\$ 10,945
TIF bond issue	\$ 164,181

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

The redevelopment project area currently has an estimated valuation of \$150,688. The proposed redevelopment will create additional valuation of \$503,673. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools in any significant way. Fire and police protection are available and should not be negatively impacted by this development. The addition of life safety elements to this building including fire sprinklers and a second exit actually reduce the chances of negative impacts to the fire department.

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

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

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

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

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

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

Time Frame for Development

Development of this project is anticipated to be completed during between December of 2017 and October of 2018. The base tax year should be calculated on the value of the property as of January 1, 2018. Excess valuation should be available for this project for 15 years beginning in 2019 with taxes due in 2020. 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 \$164,181 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 \$790,000 on TIF eligible activities in excess of other grants given. The CRA will reserve the right to issue additional debt for this project upon notification by the developer of sufficient expenses and valuation to support such debt in the form of a second or third bond issuance.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Urban Island LLC

Address: 2016 West State st. Grand Island NE 68803

Telephone No.: (308) 227-6213

Fax No.: _____

Contact: Jon Myers

Brief Description of Applicant's Business:

Urban Island is a real estate development company. They currently own
and/or manage several buildings in downtown Grand Island.

Present Ownership Proposed Project Site: Urban Island LLC

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

The building formerly housed Nathan Detroit's, and is now home of Kinkaid
Brewing Company. The property being redeveloped is the building that houses
the Kinkaid kitchen/party room, not the building that houses the dining room to
the south. There is approximately 3,800 square feet per floor and it consists of a

basement, main floor and second floor. The building is brick and wood. Please see attached floor plans.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 265,000
B. Building	\$

Construction Costs:

A. Renovation or Building Costs:	\$ 568,532
B. On-Site Improvements:	\$

re-platting, demo, asbestos removal, tree removal, etc.

Soft Costs:

A. Architectural & Engineering Fees:	\$ 8,500
B. Financing Fees:	\$
Closing costs, filing fees	
C. Legal/Developer/Audit Fees:	\$ 46,927
D. Contingency Reserves:	\$ 80,000
E. Other (Please Specify)	\$ 168,677

Façade costs

TOTAL \$ 1,137,636

Total Estimated Market Value at Completion: \$ 780,000

Source of Financing:

A. Developer Equity:	\$ 265,000
B. Commercial Bank Loan:	\$ 484,032
Tax Credits:	
1. N.I.F.A.	\$
2. Historic Tax Credits	\$
D. Industrial Revenue Bonds:	\$
E. Tax Increment Assistance:	\$ 114,927
F. Other (Life safety & Façade grants)	\$ 273,677

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

General Contractor: Amos Anson, Empire Development, PO Box 1665 Grand Island NE 68802 308-390-2455

Architect: Stacy J Spotanski/ Toby Gay, Gay & Associates, 1470 31st Ave, Columbus, NE (308) 850-8186

Engineer: Olsson Associates, 201 E 2nd Grand Island, NE 68801 308-384-8750 Mike Spilinek

Estimated Real Estate Taxes on Project Site Upon Completion of Project:

(Please Show Calculations)

See attached

Project Construction Schedule:

Construction Start Date: Upon CRA approval

Construction Completion Date: Q3 2018

If Phased Project:

_____ Year ____ % Complete

_____ Year ____ % Complete

XII. Please Attach Construction Pro Forma: See attached

XIII. Please Attach Annual Income & Expense Pro Forma: See attached

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Urban Island LLC is requesting \$164,181 in tax increment financing. The TIF will be used for renovation costs.

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

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

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

NA

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

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

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

RESOLUTION NO. 253

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 18th day of October, 2017

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

By 
Chairperson

ATTEST:


Secretary

Urban Island LLC - Kinkaider

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

RESOLUTION NO. 254

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 1, from Urban Island LLC for property located at 320-322 N. Pine Street, (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 18th day of October, 2017

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

By 
Chairperson

ATTEST:


Secretary

Urban Island LLC - Kinkaider

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 320-322 N. Pine St. by Urban Island LLC - Kinkaider** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

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

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

Section 1. The Commission hereby recommends approval of the Redevelopment Plan.

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


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

DATED: November 1, 2017.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

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

RESOLUTION NO. 258

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

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

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

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

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

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

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

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

Urban Island LLC-320-322 N. Pine St.

unsanitary or unsafe dwelling accommodations, or conditions of blight.

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

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$164,181 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

PASSED AND APPROVED this 8th day of November, 2017.

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

ATTEST:

By: 
Secretary

By: 
Chair

Urban Island LLC-320-322 N. Pine St.

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

North One Half Lot One (1) in Block Fifty-Five (55) in the Original Town, now City of Grand Island,
Hall County, Nebraska.

* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Urban Island LLC-320-322 N. Pine St.



October 13, 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 downtown Grand Island.

The application seeks \$164,181 in TIF assistance for the development of three one-bedroom apartments and three two-plus bedroom apartments in the former Nathan Detroit's Building now owned by Urban Island LLC that houses Kinkaider Brewing Company.

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

- CRA receives initial application, 4 p.m., Oct. 18
- Regional Planning Commission holds public hearing 6 p.m., Nov. 1.
- CRA reviews Planning Commission recommendation, either Nov. 8 or 15.
- Grand Island City Council holds public hearing and takes action, 7 p.m., Nov. 28.
- CRA considers redevelopment contract, 4 p.m. Dec. 13.

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, November 28, 2017

Council Session

Item F-1

#9667 - Consideration of Amending Chapter 15 of the Grand Island City Code to Adopt the 2017 National Electrical Code

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: November 28, 2017

Subject: Amending Chapter 15 of the Grand Island City Code to Adopt the 2017 National Electrical Code

Presenter(s): Craig Lewis, Building Department Director

Background

The Grand Island City has adopted and enforced electrical regulations for several decades. Currently the 2014 edition of the National Electrical Code is adopted to provide minimum standards for the protection of the public health, safety, and welfare in regard to electrical installations and facilities. This proposal is to amend the City code by the adoption of the latest edition of the National Electrical Code, that being the 2017 edition.

Discussion

This edition and adoption is intended to keep Grand Island current with the State of Nebraska.

These modifications have been before the Grand Island Electrical Board and received their approval and endorsement.

Alternatives

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

1. Approve the ordinance.
2. Disapprove or /Deny the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the ordinance to adopt the 2017 National Electrical Code and modify Chapter 15 of the City Code.

Sample Motion

Move to approve Ordinance #9667 to amend Chapter 15 of the City Code.

ORDINANCE NO. 9667

An ordinance to amend Chapter 15 of the Grand Island City Code; to amend various sections of Chapter 15 pertaining to housekeeping issues, terminologies and organizational structure; to repeal Chapter 15 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That Chapter 15, Sections 2, 3, 8, and 11 of the Grand
Island City Code shall be modified to read as follows:

§15-2. National Electrical Code Adopted

(A) There is hereby adopted by the City of Grand Island for the purpose of safeguarding persons and buildings from hazards arising from the use of electricity for light, heat, power, radio, signaling, and other purposes, that certain code known as the National Electrical Code, ~~2014~~ 2017 Edition, recommended by the National Fire Protection Association, except as modified by this section.

(B) The National Electrical Code is modified by deleting Article 210-52C Subsection 2 and 3. Articles ~~210.11~~, 320 and 330 are amended by §15-3 of the Grand Island City Code.

(C) One copy of the National Electrical Code, ~~2014~~ 2017 Edition, shall be on file in the City Clerk's office for public use and inspection as provided by law.

Amended by Ordinance No. 8990, effective 08-10-2005
Amended by Ordinance No. 9194, effective 11-01-2008
Amended by Ordinance No. 9366, effective 03-30-2012
Amended by Ordinance No. 9508, effective 12-31-2014
Amended by Ordinance No. 9578, effective 03-29-2016
Amended by Ordinance No. 9667, effective 01-01-2018

§15-3. Amendments to National Electrical Code, ~~2014~~ 2017 Edition

The following sections are adopted as amendments to the same numbered sections of the National Electrical Code, ~~2014~~ 2017 Edition:

~~Article 210.11(C)(3) Shall be limited to two bathrooms.~~

Article 320 – Armored cable (type AC)

Anti short bushings shall be used.

Article 330 - Metal-Clad Cable (Type MC)

Anti short bushings shall be used.

Amended by Ordinance No. 8990, effective 08-10-2005
Amended by Ordinance No. 9194, effective 11-01-2008
Amended by Ordinance No. 9366, effective 03-30-2012
Amended by Ordinance No. 9508, effective 12-31-2014

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November 22, 2017	▣ City Attorney

ORDINANCE NO. 9667 (Cont.)

Amended by Ordinance No. 9578, effective 03-29-2016
Amended by Ordinance No. 9667, effective 01-01-2018

§15-8. Wiring In Single and Multiple-Family Units

(A) Multiple family units may have branch circuits in individual units wired with nonmetallic sheathed cable if construction complies with Chapter 8 of the Grand Island City Code.

(B) Existing residential buildings containing more than six family units not having a two-hour fire wall rating separation as provided in Chapter 8 of the Grand Island City Code shall not be wired with nonmetallic cable.

(C) No wiring in basements below the floor joist on exterior walls shall be wired with unprotected nonmetallic cable.

(D) Smoke alarms shall be installed to comply with Section R314 of the ~~2012-2015~~ International Residential Code.

(E) Carbon monoxide alarms shall be installed to comply with Section R315 of the ~~2012-2015~~ International Residential Code.

Amended by Ordinance No. 9366, effective 03-30-2012
Amended by Ordinance No. 9508, effective 12-31-2014
Amended by Ordinance No. 9578, effective 03-29-2016
Amended by Ordinance No. 9667, effective 01-01-2018

§15-11. Requirements for Electrical Installations

(A) Aluminum Conductors – aluminum conductors may be used for service entrance and feeders only.

(B) Equipment grounding conductors – an equipment grounding conductor will be required in all conduit systems except for rigid metal conduit systems with threaded hubs, couplings or fittings.

(C) CSST gas piping shall be bonded to comply with section ~~1311.14.2~~ 1312.2 of the ~~2012~~ 2015 Uniform Mechanical Code.

(D) Non-grounding receptacles shall not be installed, either in new work or for replacement, after December 31, 2014.

Amended by Ordinance No. 9194, effective 11-1-2008
Amended by Ordinance No. 9508, effective 12-31-2014
Amended by Ordinance No. 9667, effective 01-01-2018

SECTION 2. ~~Chapter 15 as now existing, and~~ Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

ORDINANCE NO. 9667 (Cont.)

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, ~~within fifteen days in one issue of the Grand Island Independent as provided by law.~~ on January 1, 2018.

Enacted: November 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item F-2

#9668 - Consideration of Amending Chapter 18 of the Grand Island City Code to Adopt the 2015 Uniform Mechanical Code

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: November 28, 2017

Subject: Amending Chapter 18 of the Grand Island City Code to Adopt the 2015 Uniform Mechanical Code

Presenter(s): Craig Lewis, Building Department Director

Background

The City of Grand Island has adopted and enforced mechanical regulations for the past decade. Currently the 2012 edition of the Uniform Mechanical Code is adopted to provide minimum standards for the protection of the public health, safety, and welfare in regard to mechanical installations and facilities. This proposal is to amend the City Code by the adoption of the latest edition of the Uniform Mechanical Code, that being the 2015 edition.

Discussion

The City generally adopts published model codes on a three to six year cycle as model codes are published and revised every three years. This edition and adoption is intended to keep Grand Island current with the latest model mechanical code.

These modifications have been before the Grand Island Mechanical Board and received their approval and endorsement.

Alternatives

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

1. Approve the ordinance.
2. Disapprove or /Deny the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the ordinance to adopt the 2015 Uniform Mechanical Code and modify chapter 18 of the City Code.

Sample Motion

Move to approve Ordinance #9668 to amend chapter 18 of the City Code.

ORDINANCE NO. 9668

An ordinance to revise Chapter 18 of the Grand Island City Code to adopt the ~~2012~~ 2015 Uniform Mechanical Code; and to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance, said effective date is ~~June 15, 2014~~ January 1, 2018.

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

SECTION 1. That Chapter 18, Sections 5 and 6 of the Grand Island City Code shall be modified to read as follows:

18-5. Uniform Mechanical Code Adopted

The Uniform Mechanical Code, ~~2012~~ 2015 Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted, together with Appendices as set forth hereafter, and any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the Grand Island City Code. One copy of the Uniform Mechanical Code, ~~2012~~ 2015 Edition, and all supplements or amendments thereto shall be filed in the office of the city clerk as provided by law.

The following appendices shall be adopted along with the Uniform Mechanical Code adopted by this section:

- ~~1. Appendix A- Uniform Mechanical Code Standard 6-2 Standard for Metal Ducts~~
2. Appendix C- Installation and Testing of Oil (Liquid) Fuel-Fired Equipment.
3. Appendix E- Sustainable Practices
4. Appendix F- Sizing of Venting Systems and Outdoor Combustion and Ventilation Opening Design
5. Appendix G- Example Calculation of Outdoor Air Rate

Amended by Ordinance No. 9378, effective 05-15-2012
Amended by Ordinance No. 9668, effective 01-01-2018

§18-6. UMC - Certain Sections not Adopted

It is especially provided that the following chapters, sections, and tables of the Uniform Mechanical Code are not adopted or approved, and the same shall be of no force and effect:

1. ~~Table 1-1~~ Table 104.5 Mechanical Permit Fees
2. ~~Sections 1203.2 Dual Purpose Water Heater, 1207.3 Dual-Purpose Water Heaters, 1207.3.1 Temperature Limitations and Table 1203.2 Water Heaters,~~
2. 3. Chapter 11- Refrigeration.
3. ~~4. Chapter 14- Process Piping.~~
4. ~~5. Chapter 16- Stationary Fuel Cell Power Plants.~~
6. Appendix A- Residential Plan Examiner Review Form for HVAC System Design
5. ~~7. Appendix B- Procedures to be Followed to Place Gas Equipment in Operation.~~
6. ~~8. Appendix D- Unit Conversion Tables~~ Fuel Supply: Manufactured/Mobile Home Parks and Recreational Vehicle Parks.

ORDINANCE NO. 9668 (Cont.)

9. Section 806.0 Certificate of Acceptance Forms of Appendix E- Sustainable Practices

Deleted by Ordinance No. 9378, effective 05-15-2012
Amended by Ordinance No. 9668, effective 01-01-2018

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

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, on ~~June 15, 2014~~ January 1, 2018.

Enacted: November 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item F-3

#9669 - Consideration of Amending Chapter 26 of the Grand Island City Code to Adopt the 2015 Uniform Plumbing Code

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: November 28, 2017

Subject: Amending Chapter 26 of the Grand Island City Code to Adopt the 2015 Uniform Plumbing Code

Presenter(s): Craig Lewis, Building Department Director

Background

The Grand Island City has adopted and enforced plumbing regulations for several decades. Currently the 2012 edition of the Uniform Plumbing Code is adopted to provide minimum standards for the protection of the public health, safety, and welfare in regard to plumbing installations and facilities. This proposal is to amend the City Code by the adoption of the latest edition of the Uniform Plumbing code, that being the 2015 edition.

Discussion

The City generally adopts published model codes on a three to six year cycle as model codes are published and revised every three years. This edition and adoption is intended to keep Grand Island current with the latest model plumbing code.

These modifications have been before the Grand Island Plumbing Board and received their approval and endorsement.

Alternatives

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

1. Approve the ordinance.
2. Disapprove or /Deny the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the ordinance to adopt the 2015 Uniform Plumbing Code and modify Chapter 26 of the City Code.

Sample Motion

Move to approve Ordinance #9669 to amend Chapter 26 of the City Code.

ORDINANCE NO. 9669

An ordinance to revise Chapter 26 of the Grand Island City Code to bring it into conformity with the ~~2012~~ 2015 UPC Code Changes; and to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance, said effective date is ~~June 15, 2014~~ January 1, 2018.

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

SECTION 1. That Chapter 26, Sections 1 and 2 of the Grand Island City Code shall be modified to read as follows:

§26-1. Uniform Plumbing Code Adopted

The Uniform Plumbing Code, ~~2012~~ 2015 Edition, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted, together with Appendices as set forth hereafter, and any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the Grand Island City Code. One copy of the Uniform Plumbing Code, ~~2012~~ 2015 Edition, and all supplements or amendments thereto shall be filed in the office of the city clerk as provided by law.

The following appendices shall be used with the Uniform Plumbing Code adopted by this section:

1. Appendix A – Recommended Rules for Sizing the Water Supply System.
2. Appendix B – Explanatory Notes on Combination Waste and Vent Systems.
3. Appendix C – Alternative Plumbing Systems.
4. Appendix D – Sizing Storm Water Drainage Systems.

Amended by Ordinance No. 9024, effective 03-01-2006
Amended by Ordinance No. 9118, effective 05-15-2007
Amended by Ordinance No. 9379, effective 05-15-2012
Amended by Ordinance No. 9669, effective 01-01-2018

§26-2. UPC - Certain Sections not Adopted

It is especially provided that the following chapters, sections, and tables of the Uniform Plumbing Code are not adopted or approved, and the same shall be of no force and effect:

1. Table ~~403.4~~ 104.5 - Plumbing Permit Fees.
2. Section 612.0 – Residential Fire Sprinkler Systems.
- ~~2.~~ 3. Chapter 13 – Health Care Facilities and Medical Gas and Vacuum Systems.
- ~~3.~~ 4. Chapter ~~46~~ 15 – Alternative Water Sources for Nonpotable Applications.
5. Chapter 16 – Nonpotable Rainwater Catchment Systems.
- ~~4.~~ 6. Appendix E – Manufacture/Mobile Home Parks and Recreational Vehicle Parks.
- ~~5.~~ 7. Appendix F – Firefighter Breathing Air Replenishment Systems
- ~~5.~~ 8. Appendix G – Sizing of Venting Systems
- ~~6.~~ 9. Appendix H – Private Sewage Disposal Systems.
- ~~7.~~ 10. Appendix I – Installation standards.
11. Appendix J – Combination of Indoor and Outdoor Combustion and Ventilation Opening Design
12. Appendix K – Potable Rainwater Catchment Systems

Approved as to Form ☐ _____
November 22, 2017 ☐ City Attorney

ORDINANCE NO. 9487 (Cont.)

13. Appendix L – Sustainable Practices

Amended by Ordinance No. 9024, effective 03-01-2006
Amended by Ordinance No. 9118, effective 05-15-2007
Amended by Ordinance No. 9379, effective 05-15-2012
Amended by Ordinance No. 9669, effective 01-01-2018

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

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, on ~~June 15, 2014~~ January 1, 2018.

Enacted: November 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item F-4

#9670 - Consideration of Amending Chapter 16 of the Grand Island City Code to Adopt the 2015 International Fire Code

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fred Hotz, Fire Prevention Division Chief

Meeting: November 28, 2017

Subject: Amendment to Chapter 16 of the Grand Island City Code to adopt the 2015 International Fire Code and add language to the permit section establishing a Fire Safety Occupancy Permit

Presenter(s): Fred Hotz, Fire Prevention Division Chief

Background

The City of Grand Island has for generations adopted and enforced fire codes which regulate life and fire safety features of buildings within the City of Grand Island. The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or general dangerous conditions in new and existing building, structures and premises, and to provide safety to fire fighter and emergency responders during emergency operations.

Council approved an Occupancy Use Permit Fee. Language in the ordinance was not adopted at that time that established the requirement for the permit.

Discussion

The City currently adopts and enforces the 2012 edition of the International Fire Code (IFC) as published by the International Code Council. Recently, Oct. 24, 2017, the City Council adopted the 2015 edition of the International Building Code. The IFC is the “sister” code to this building code. Both editions are published by the International Code Council. The Fire Prevention Division recommends adoption of the 2015 edition of the International Fire Code with the revisions as outlined in the attached amended chapter 16 of the City Code.

An amendment to the permit section of the International Fire Code establishes a Fire Safety Occupancy Permit. The amendment would require commercial properties to maintain their permit status or make application to the building department if change in permit is required.

Old language in the chapter 16 of City code refers to the “Bureau of Fire Prevention” (16-2). The fire department language has changed over the years and a fire division has been created. This amendment would “clean up” the language and reference current department division, i.e. “Fire Prevention Division”.

Alternatives

It appears 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 recommendation of the Fire Prevention Division and amend Chapter 16 to adopt the 2015 International Fire Code and amendment changes and begin enforcement January 1, 2018.

Sample Motion

Move to approve Ordinance #9670 amending Chapter 16 of the Grand Island City Code and adopting the 2015 edition of the International Fire Code.

ORDINANCE NO. 9670

An ordinance to amend Chapter 16, Article I, of the City Code of the City of Grand Island; to amend Sections 16-1, 16-2, and 16-3; to add new sections 16-3.6, 16-3.7, 16-3.8, 16-3.9, and 16-3.10 amending the International Fire Code; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Grand Island City Code Chapter 16 Fire Prevention, Article I. General, Sections 16-1, 16-2, and 16-3 are hereby amended to read as follows:

§16-1. International Fire Code (IFC) Adopted

The International Fire Code, 201~~2~~⁵ Edition, published by the International Code Council, is hereby adopted, except for such portions as heretofore or hereafter have been deleted, modified, or amended by ordinance and set forth in this Code. The following sections of the Appendix shall also be adopted:

Appendix B – Fire Flow Requirements for Buildings
Appendix C – Fire Hydrant Locations and Distribution
Appendix D – Fire Apparatus Access Roads
Appendix E – Hazard Categories
Appendix F – Hazard Rankings
Appendix I – Fire Protection Systems-Noncompliant Conditions

One copy of said Code shall be filed in the office of the City Clerk as provided by law.

Amended by Ordinance 8957, effective 3-31-2005
Amended by Ordinance No. 9488, effective 06-17-2014
Amended by Ordinance No.-9670, effective 01-01-2018

§16-2. Bureau of Fire Prevention

The ~~Bureau of~~ Fire Prevention Division for the City of Grand Island is hereby established and shall consist of the ~~Fire Department~~non-sworn inspectors of the City of Grand Island Fire Department and shall include and be operated under the supervision of the ~~chief of the Bureau of Fire Prevention who shall be the chief of the Fire Department~~Fire Prevention Division Chief. The provisions of Chapter 16 of the Grand Island City Code shall be enforced by the ~~Bureau of~~ Fire Prevention Division. All permits required by this chapter, unless otherwise specified, shall be issued only upon application

Approved as to Form	By _____
November 22, 2017	By City Attorney

to the ~~Bureau of~~ Fire Prevention Division in such form and detail as it shall prescribe. All permits issued by the ~~Bureau of~~ Fire Prevention Division shall be issued with the name of the applicant and the prevention stated thereon.

Amended by Ordinance No. , effective 01-01-2018

~~§16-3. International Fire Code (IFC); Sections And Chapters Not Adopted~~[Reserved.]

~~It is especially provided that the following chapters, sections, and/or portions of the International Fire Code adopted pursuant to Section 16-1 above, are not adopted or approved, and the same shall be of no force and effect in accordance with state statutes:~~

~~Section 105 Permits~~

~~Section 108 Board of Appeals~~

~~Chapter 11 Construction Requirements for Existing Buildings~~

~~Chapter 61 Liquefied Petroleum Gases~~

Amended by Ordinance No. 8957, effective 3-31-2005

Amended by Ordinance No. 9488, effective 06-17-2014

Amended by Ordinance No. 9670, effective 01-01-2018

SECTION 2. Grand Island City Code Chapter 16 Fire Prevention, Article I. General is hereby amended by adding the following Sections 16-3.6, 16-3.7, 16-3.8, and 16-3.9, amending the International Fire Code:

§16-3.6. IFC – Amendment of Section 105.1.2

Section 105.1.2 of the International Fire Code is hereby amended to read as follows:

105.1.2 Types of permits. There shall be ~~two~~three types of permits as follows:

1. Fire Safety Occupancy Use Permit. An Occupancy Use Permit is a renewal permit thereby allowing occupants to continue use of a structure previously permitted for occupancy by the building department by section 111.1 of the City adopted International Building Code.

42. Operational permit. An operational permit allows the applicant to conduct an operation or a business for which a permit is required by Section 105.6 for either:

1.1. A prescribed period.

1.2. Until renewed or revoked.

23. Construction permit. A construction permit allows the applicant to install or modify systems and equipment for which a permit is required by Section 105.7.

§16-3.7. IFC – Amendment of Section 105.2

Section 105.1.2 of the International Fire Code is hereby amended to read as follows:

105.2 Application. Application for a permit required by this code shall be made to the *fire code official* in such form and detail as prescribed by the *fire code official*. Applications for permits shall be accompanied by such plans as prescribed by the *fire code official*.

Although an Occupancy Use Permit is required for all occupancies, an application for an Occupancy Use Permit is not required to be submitted to the fire code official if no change has transpired. Application and new permits are required for any change of ownership of building or business, change of business, and any change of occupancy use.

§16-3.8. IFC – Amendment of Section 106.2

Section 106.2 of the International Fire Code is hereby amended to read as follows:

106.2 Inspections. The *fire code official* is authorized to conduct such inspections as are deemed necessary to determine the extent of compliance with the provisions of this code and to approve reports of inspection by *approved* agencies or individuals. All reports of such inspections shall be prepared and submitted in writing for review and approval. Inspection reports shall be certified by a responsible officer of such *approved* agency or by the responsible individual. The *fire code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual, detailed or complex technical issues subject to the approval of the governing body.

If violations of this Chapter 16, Article I and this code ~~and other pertinent laws and ordinances~~ are identified during a routine Occupancy Use Inspection ~~and after reasonable time as determined by the fire code official the violations are not corrected,~~ the Fire Prevention Chief ~~may is authorized to revoke the Fire Safety Occupancy Permit occupancy permit (Certificate of Occupancy) issued by the building department until such time as corrections are made.~~ Such actions shall, ~~when requested,~~ be in writing and shall contain the reasons for the revocation.

§16-3.9. IFC – Amendment of Section 108 Board of Appeals

Section 108 of the International Fire Code is hereby amended as follows:

~~Section 108.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the *fire code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The *fire code official* shall be an ex-officio member of said board but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *fire code official*.~~

~~108.2 Limitations on authority. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code.~~

~~108.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or *fire protection systems*, and are not employees of the jurisdiction.~~

Section 108 Board of Appeals

The Building Code Advisory Board established by city ordinance §8.6 is hereby recognized for purposes of determining the suitability of alternate materials and methods of construction.

§16-3.10 IFC – Amendment of Section 109 Violations

Section 109 of the International Fire Code is hereby amended as follows:

[A] 109.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire official*, or of a permit or certificate used under provisions of this code, shall be guilty of an infraction ~~[SPECIFY OFFENSE]~~, punishable by a fine of not more than \$500.00. ~~not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS] or both such fine and imprisonment.~~ Each day that a violation continues after due notice has been served shall be deemed a separate offense.

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

SECTION 4. This ordinance shall be in force from and after its passage and publication in one issue of the Grand Island Independent as provided by law and shall take effect on January 1, 2018.

Enacted: November 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item F-5

#9671 - Consideration of Amending Chapter 16 of the Grand Island City Code Regarding Collision Response Fee

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief, Cory Schmidt

Meeting: November 28, 2017

Subject: Collision Response Ordinance

Presenter(s): Fire Chief, Cory Schmidt

Background

As part of the budget talks for FY 2017-18, all departments were asked to investigate potential revenue options. The Grand Island Fire Department (GIFD) brought forward several ideas in an attempt to help the City address some of the financial challenges it is facing. One of the options was a collision response fee.

Discussion

During the last year, GIFD responded to 343 motor vehicle collisions. Despite the high number of collision responses, the fire department doesn't currently charge a fee for a fire engine or heavy rescue response. Some vehicle insurance policies cover fire department fees that occur as a result of a motor vehicle collision. The fire department hopes to recover some of the costs associated with their response by charging a collision response fee to all drivers involved in an incident. The proposed fees were included in the fee scheduled presented to Council at the budget meeting on August 15, 2017. The fees were \$500 per hour for an engine company response and an additional \$250 per hour for a heavy rescue response. It is recommended to fee in ¼ hour increments. Council approval is needed for the ordinance related to the collision response fee. The proposed ordinance would be included in Chapter 16 of the City Code.

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 ordinance related to the collision response fee in the amount of \$500 per hour for a fire engine response and \$250 per hour for a heavy rescue response (billed in ¼ hour increments).

Sample Motion

Move to approve the collision response ordinance proposed by the GIFD in the amount of \$500 per hour for an engine company response and \$250 per hour for heavy rescue response charged to each driver involved in the collision.

Fire Department Motor Vehicle Collision Response Fee

Motor Vehicle Collision (MVC)

- GIFD responds to MVCs when someone is hurt, trapped, or a hazardous condition exists.
- Typical response is an ambulance, engine, and shift commander.
- If occupants are trapped, an additional heavy rescue unit is dispatched.

MVC

- 🇺🇸 In the last year, GIFD responded to 343 MVCs
- 🇺🇸 103 involved out of city occupant (30 percent)
- 🇺🇸 78 involved out of county occupant (23 percent)

Proposed Ordinance

- Similar to one passed by Fremont
- Fee all involved drivers
- Rates based on hourly costs associated with apparatus
- Billed in quarter hour increments

Estimated Revenue

- 🚒 In 2016, Fremont Fire Department responded to 140 MVCs and collected \$29,730.98.
- 🚒 GIFD responded to 343 = \$72,841.
- 🚒 McKesson will perform billing services

ORDINANCE NO. 9671

An ordinance to amend Chapter 16 of the City Code of the City of Grand Island; to add new Article VIII sections 16-33 to 16-~~394~~2; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Grand Island City Code Chapter 16 is hereby amended by adding the following:

ARTICLE VIII

Recovery of Costs

§16-33. Recovery of Costs. The City of Grand Island Fire Department is hereby authorized to recover an hourly fee for responding to vehicular accidents.

§16-34. Rates. A rate schedule for responding to vehicular accidents shall be set annually by the City's Fee Schedule Ordinance and may be updated from time to time upon recommendation of the Grand Island Fire Chief. The hourly rate shall be billed in 15-minute increments.

§16-35. Collection. The fee set by the City's Fee Schedule Ordinance may be recovered from any identified insurance carrier or person or persons, directly by the City or by an attorney, or through a third-party billing service acting as a contracted authorized agent for the collection of such costs. In addition to the reasonable costs as set forth in the above-mentioned rate schedule, the City, attorney, or the third-party billing service shall hereby be authorized to

Approved as to Form November 22, 2017	By _____ City Attorney
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collect, in addition to the reasonable costs, reasonable interest, legal, and any other collection fees associated with collecting the said costs and fees as permitted by statute. Insured motorists will not be billed for fees in excess of the amount paid by the insured motorist's insurance carrier.

§16-36. Non-payment. In the event that any insurance carrier or person or persons should fail to pay any bill or invoice within 30 days of the mailing or delivery of such notice of charges, the City, attorney or the third-party billing agency who mailed or delivered the bill or invoice may enforce the provisions of this chapter by turning over to a third-party collection agency or, if deemed appropriate, may be enforced by filing a civil action at law in a court of competent jurisdiction for the collection of any amounts due to the City, together with statutory interest, court costs, collection fees and associated reasonable attorneys' fees if permitted by law.

The City shall not be obligated to pursue collection efforts against any insurance company or person in the event that the City reasonably determines that collection efforts will not be successful or that the costs of collections will exceed the amount due hereunder.

§16-37. No Refusal. Emergency services not to be refused for lack of insurance or ability to pay. Nothing in this chapter shall authorize any City department or City staff member or department personnel to refuse or delay any rescue service to any person, firm, organization or corporation, due to the lack of insurance coverage or ability to pay for said rescue services.

§16-38. Severability. The provisions of this chapter are severable. If any part of this chapter is declared to be unconstitutional, illegal or invalid, the validity of the remaining provisions shall be unaffected thereby. It is the intention of the Council of the City of Grand

Island that this chapter would have been adopted had such unconstitutional, illegal or invalid part not been included.

§16-39. Effective Date. Sections 16-33 through 16-39 shall be effective from and after January 1, 2018.

§ 16-40. [Reserved]

§ 16-41. [Reserved]

§ 16-42. [Reserved]

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

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within fifteen days as provided by law.

Enacted: December November 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item G-1

Approving Minutes of November 14, 2107 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 14, 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 November 14, 2017. Notice of the meeting was given in *The Grand Island Independent* on November 8, 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, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmembers Chuck Haase and Jeremy Jones were absent. The following City Officials were present: City Clerk RaNae Edwards, Finance Director Renae Jimenez, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Megan Woods.

INVOCATION was given by Pastor Dan Bremer, Grace Lutheran Church, 545 East Memorial Drive followed by the PLEDGE OF ALLEGIANCE.

BOARD OF EQUALIZATION: Motion by Minton, second by Paulick to adjourn to the Board of Equalization. Motion adopted.

#2017-BE-7 - Consideration of Determining Benefits for Sanitary Sewer District No. 539; North Webb Road and 13th Street. Public Works Director John Collins reported that work had been completed and connection fees had been calculated. Total project cost was \$104,820.49 with an assessable amount of \$69,430.57. Staff recommended approval.

Don Batenhorst, 4180 Texas Avenue spoke in opposition on behalf of his father. Public Works Director John Collins and City Attorney Jerry Janulewicz answered questions concerning the cost to the property owners.

Motion by Donaldson, second by Minton to approve Resolution #2017-BE-7. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Minton, second by Fitzke to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from Bearded Buffalo Golf, LLC dba Bearded Buffalo Golf, LLC, 217 E. Stolley Park Road, Suite I & J for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Bearded Buffalo Golf, LLC dba Bearded Buffalo Golf, LLC, 217 E. Stolley Park Road, Suite I & J. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 17, 2017; notice to the general

public of date, time, and place of hearing published on November 4, 2017; notice to the applicant of date, time, and place of hearing mailed on October 17, 2017; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 2405 E. Stolley Park Road - John C. Hoffman. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2405 E. Stolley Park Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow the Utilities Department to install, operate and maintain the new underground electric service lines and related infrastructure for a new residence at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3333 Ramada Road - Southeast Crossings, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3333 Ramada Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow the Utilities Department to have access, extend, operate and maintain the underground power lines and transformer that service the Borders Inn Hotel property. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - South of One-R Road and West of Hwy. 281 - Petersen. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located south of One-R Road and west of Hwy 281 was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow the Utilities Department access to extend, operate and maintain power lines for the irrigation wells in the area. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Property Located on the East Side of Boggs Avenue from Fourth Street to Fifth Street from R-2 Low-Density Residential to R-3 Medium Density Residential (T.C. Enck Builders, Inc.). Regional Planning Director Chad Nabity reported that Todd Enck had submitted an application to rezone property located on the east side of Boggs Avenue from Fourth Street to Fifth Street from R-2 Low-Density Residential to R-3 Medium Density Residential in order to accommodate the construction of two new duplexes. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Property Located South of Capital Avenue and West of the Union Pacific Railroad Tracks from R-3 Medium Density Residential to R-3 SL Medium Density Residential Small Lot (Habitat for Humanity). Regional Planning Director Chad Nabity reported that Habitat for Humanity had submitted an application to rezone property located south of Capital Avenue and west of the Union Pacific Railroad Tracks from R-3 Medium Density Residential to R-3 SL Medium Density Residential Small Lot in order to accommodate 25 percent more homes on this land parcel. Staff recommended approval. Amos Anson, 4234 Arizona Avenue and Dana Jelineck, 502 West 2nd Street spoke in support. No further public testimony was heard.

Public Hearing on Request to Rezone Property Located South of Lake Street and West of South Locust Street from LLR Large Lot Residential to B-2 General Business (LBJM, LLC). Regional Planning Director Chad Nabity reported that LBJM, LLC had submitted an application to rezone property located south of Lake Street and west of South Locust Street from LLR Large Lot Residential to B-2 General Business in order to accommodate business uses across the entire parcel. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for CRA Area No. 25 located at the Formerly Used Defense Site in Hall County (Husker Harvest Days). Regional Planning Director Chad Nabity reported that Farm Progress, owners had proposed to redevelopment plan for the Husker Harvest Days site with improved water, roads, electrical systems, drainage and perimeter fencing. Council was being asked to approve a resolution approving the redevelopment plan for the Husker Harvest Days site along with the contract and interlocal agreement with the CRA to fund the project using public funds. The resolution authorizes the CRA to execute a redevelopment contract based on the redevelopment plan. The redevelopment plan specifies that public funds in an amount not to exceed \$2,000,000 or 2/7 of the cost of the project would be used for redevelopment expenses associated with the project. As part of the contract, the City would provide the CRA with up to \$200,000 per year for 10 years that the CRA would use to pay Farm Progress, reimbursing them for part of the cost of the improvements. Farm Progress would agree to host a show comparable, or better than, those held at the site for the past 40 years for a period of no less than 20 years. The CRA would issue a forgivable loan to Farm Progress for an amount not to exceed \$2,000,000. The CRA would forgive \$100,000 of the loan principal each year that a show was held until such time as the loan was forgiven. Farm Progress would grant a lien to the CRA on the Farm Progress property, to be held in first position to secure the \$2,000,000 loan. Staff recommended approval. Matt Jungmann representing Farm Progress and Cindy Johnson representing the Chamber of Commerce spoke in support. David Plautz, 4063 Manchester Road spoke in opposition of using tax dollars to support this project. No further testimony was heard.

Public Hearing on Acquisition of Detention Cell Land in Outlot A, Kurz Subdivision at 815 Superior Street (Grand Island Area Habitat for Humanity, Inc.). Public Works Director John Collins reported that Grand Island Area Habitat for Humanity, Inc. approached the City about potentially acquiring the detention cell that is part of Kurz Subdivision and adding to the public storm water drainage system. This added capacity to an existing cell was beneficial in a city with little topographic relief. Maintenance of the added property would be minimal as the City had the existing cell on a regular maintenance schedule. Staff recommended approval. No further testimony was heard.

Public Hearing on Acquisition of Utility Easement at 2124 N Lafayette Avenue (Grand Island Public School District). Public Works Director John Collins reported that a public utility easement was needed at 2124 N Lafayette Avenue to accommodate existing utility infrastructure and future development. The easement would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement. Staff recommended approval. No further testimony was heard.

Public Hearing on Acquisition of Land Purchase located at the Southwest Corner of North Road and 13th Street (Meadows Apartment Homes, LLC.). City Attorney Jerry Janulewicz reported that after the rejection of all bids for construction of a new 911-Emergency Center at the Fire

Station No.1/Fonner Road location, City staff searched for an alternative location for the facility and located land suitable in size and location for this purpose and for relocation of Fire Station No. 4, currently located on State Street at the southwest corner of the Menard's store and yard. The land under consideration is owned by the Meadows Apartment Homes, LLC, and is located at the northwest corner of the intersection of 13th Street and North Road. The land is currently available for lease with an option to purchase but the owner is unwilling to sell the land until June 2018 as it was acquired in an IRS Sec. 1031 exchange and must be held by the owner for 12 months in order to preserve favorable tax treatment. The city would lease 3.746 acres until June 30, 2018 with the option to purchase at \$27,500 per acre for a total of \$103,015.00. Staff recommended approval. No further testimony was heard.

RESOLUTIONS:

#2017-331 - Consideration of Approving Amendment to the Redevelopment Plan, Interlocal Agreement, and Redevelopment Contract for CRA Area No. 25 located at the Formerly Used Defense Site in Hall County (Husker Harvest Days). This item was related to the aforementioned Public Hearing. Staff recommended approval. Comments were made concerning the benefits to businesses in Grand Island and the impact on the community. Amy Allen representing Farm Progress answered questions regarding the corporation structure. Matt Jungmann stated the project should be completed by July 2018 weather permitting. Mr. Jungmann introduced Roger and Jason Libby and thanked them for all the work they did at the Husker Harvest site.

Motion by Paulick, second by Donaldson to approve Resolution #2017-331. Upon roll call vote, all voted aye. Motion adopted.

#2017-332 - Consideration of Lease Agreement with Option to Purchase from Meadows Apartment Homes, LLC for Property Located at the Southwest Corner of North Road and 13th Street. This item was related to the aforementioned Public Hearing. Staff recommended approval. Ray O'Connor, 611 Fleetwood Road spoke in support.

Motion by Nickerson, second by Fitzke to approve Resolution #2017-332. Upon roll call vote, all voted aye. Motion adopted.

ORDINANCES:

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

#9662 - Consideration of Request to Rezone Property Located on the East Side of Boggs Avenue from Fourth Street to Fifth Street from R-2 Low-Density Residential to R-3 Medium Density Residential (T.C. Enck Builders, Inc.)

#9663 - Consideration of Request to Rezone Property Located South of Capital Avenue and West of the Union Pacific Railroad Tracks from R-3 Medium Density Residential to R-3 SL Medium Density Residential Small Lot (Habitat for Humanity)

#9664 - Consideration of Request to Rezone Property Located South of Lake Street and West of South Locust Street from LLR Large Lot Residential to B-2 General Business (LBJM, LLC)

#9665 - Consideration of Approving Benefits for Sanitary Sewer District No. 539; North Webb Road and 13th Street

#9666 - Consideration of Directing Sale of Fire Station No. 4, 3690 West State Street to Menards

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

#9662 - Consideration of Request to Rezone Property Located on the East Side of Boggs Avenue from Fourth Street to Fifth Street from R-2 Low-Density Residential to R-3 Medium Density Residential (T.C. Enck Builders, Inc.)

This item relates to the aforementioned Public Hearing.

Motion by Stelk, second by Minton to approve Ordinance #9662.

City Clerk: Ordinance #9662 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9662 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9662 is declared to be lawfully adopted upon publication as required by law.

#9663 - Consideration of Request to Rezone Property Located South of Capital Avenue and West of the Union Pacific Railroad Tracks from R-3 Medium Density Residential to R-3 SL Medium Density Residential Small Lot (Habitat for Humanity)

This item relates to the aforementioned Public Hearing.

Motion by Nickerson, second by Donaldson to approve Ordinance #9663.

City Clerk: Ordinance #9663 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9663 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9663 is declared to be lawfully adopted upon publication as required by law.

#9664 - Consideration of Request to Rezone Property Located South of Lake Street and West of South Locust Street from LLR Large Lot Residential to B-2 General Business (LBJM, LLC)

This item relates to the aforementioned Public Hearing.

Motion by Stelk, second by Donaldson to approve Ordinance #9664.

City Clerk: Ordinance #9664 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9664 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9664 is declared to be lawfully adopted upon publication as required by law.

#9665 - Consideration of Approving Benefits for Sanitary Sewer District No. 539; North Webb Road and 13th Street

This item relates to the aforementioned Board of Equalization. City Attorney Jerry Janulewicz explained what would happen if a property owner defaulted on their payments. He stated the City Council could authorize foreclosure on the property.

Motion by Minton, second by Fitzke to approve Ordinance #9665.

City Clerk: Ordinance #9665 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9665 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9665 is declared to be lawfully adopted upon publication as required by law.

#9666 - Consideration of Directing Sale of Fire Station No. 4, 3690 West State Street to Menards

City Attorney Jerry Janulewicz reported that the Purchase Sale Agreement (the "Agreement") for council consideration would, if approved by ordinance, authorize the execution of the Purchase Sale Agreement and direct the sale of Lot One in State Subdivision in the City of Grand Island, Hall County, Nebraska, in consideration of \$103,015.00 cash consideration paid at closing. As additional consideration for the sale of the city property, within two years of closing Menard

shall construct and convey to City, at Menard's cost, a new fire station pursuant to, and closing contingent upon, the parties' reaching mutual agreement on construction plans and specifications and a development agreement for the new fire station.

Motion by Paulick, second by Fitzke to approve Ordinance #9666.

City Clerk: Ordinance #9666 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9666 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9666 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent agenda item G-5 (Resolution #2017-309) was removed for further discussion. Consent agenda item G-6 (Resolution #2017-310) was pulled from the agenda at the request of the Regional Planning Department. Motion by Donaldson, second by Minton to approve the Consent Agenda excluding items G-5 and G-6. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 24, 2107 City Council Regular Meeting.

Approving Minutes of November 7, 2017 City Council Study Session.

Approving Re-Appointment of Hector Rubio to the Interjurisdictional Planning Commission.

#2017-308 - Approving Request from Bearded Buffalo Golf, LLC dba Bearded Buffalo Golf, LLC, 217 E. Stolley Park Road, Suite I & J for a Class "C" Liquor License and Liquor Manager Designation for Nicholas Papke, 727 So. Blaine Street.

#2017-309 - Approving Contract with OpenGov Program through the State of Nebraska via SHI International Corp. in an Amount of \$55,284.70 and recurring Annual Cost of \$48,944.70. Discussion was held regarding the amount of the contract and that this item had not been included in the 2017-2018 budget.

Motion by Minton, second by Hehnke to approve Resolution #2017-309. Upon roll call vote, Councilmembers Minton, Fitzke, Donaldson, Hehnke, Stelk, and Nickerson voted aye. Councilmembers Paulick and Steele voted no. Motion adopted.

#2017-310 - Approving Final Plat and Subdivision Agreement for JGMO Subdivision. This item was pulled at the request of the Regional Planning Department.

#2017-311 - Approving Correction to Final Plat and Subdivision Agreement for Eberl Subdivision. It was noted this will correct Resolution #2017-255 adopted on September 26, 2017.

#2017-312 - Approving Acquisition of Utility Easement - 2405 E. Stolley Park Road - John C. Hoffman.

#2017-313 - Approving Acquisition of Utility Easement - 3333 Ramada Road - Southeast Crossings, LLC.

#2017-314 - Approving Acquisition of Utility Easement - South of One-R Road and West of Hwy. 281 – Petersen.

#2017-315 - Approving Certificate of Final Completion for Paving Project #2015-P-6 - Jefferson Street with The Diamond Engineering Company of Grand Island, Nebraska.

#2017-316 - Approving Change Order #1 for Precipitator, Bottom Ash and Boiler Industrial Cleaning at PGS - Fall 2017 Outage with W-S Industrial Services of Council Bluffs, Iowa for an Increase of \$13,016.95 and a Revised Contract Amount of \$125,820.95.

#2017-317 - Approving Purchase of 2018 Compact Track Loader for the Utilities Department, Underground Division from NJPZ Contract with the Bobcat Company in an Amount of \$59,578.64.

#2017-318 - Approving Bid Award for One (1) Trailer Mounted Landfill Hydro Seeder for the Solid Waste Division of the Public Works Department with Roadbuilders Machinery & Supply of Grand Island, Nebraska in an Amount of \$39,900.00.

#2017-319 - Approving Bid Award for Cell 3 Liner and Leachate System at the Grand Island Regional Landfill with Van Kirk Bros. Contracting of Sutton, Nebraska in an Amount of \$3,093,150.00.

#2017-320 - Approving Bid Award for One (1) 2018 Transfer Trailer for the Solid Waste Division with Wilkens Industries of Morris, Minnesota in an Amount of \$56,958.00.

#2017-321 - Approving Bid Award for One (1) 2019 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division from Hansen International, Inc. of Grand Island, Nebraska in an Amount of \$95,100.00.

#2017-322 - Approving Bid Award for Sanitary Sewer Collection System Rehabilitation - Various Locations Project No. 2017-S-2B with Municipal Pipe Tool Company, LLC of Hudson, Iowa in an Amount of \$433,786.75.

#2017-323 - Approving Acquisition of Detention Cell Land in Outlot A, Kurz Subdivision at 815 Superior Street (Grand Island Area Habitat for Humanity, Inc.).

#2017-324 - Approving Certificate of Final Completion for Shady Bend Road Drainage; Project No. 2017-D-2 with Van Kirk Bros. Contracting of Sutton, Nebraska.

#2017-325 - Approving Amendment No. 2 with HDR Engineering, Inc. of Omaha, Nebraska for Engineering Services Related to Cell 3 Liner Construction at the Grand Island Regional Landfill in an Amount of \$339,910.00.

#2017-326 - Approving FTE Title Change from Public Works CADD Operator to Public Works Engineering Technician for the Engineering Division of the Public Works Department.

#2017-327 - Approving Acquisition of Utility Easement at 2124 N Lafayette Avenue (Grand Island Public School District).

#2017-328 - Approving Purchase of One (1) 2018 Front End Wheel Loader for the Solid Waste Division of the Public Works Department with NMC/Nebraska Machinery Company of Doniphan, Nebraska in an Amount of \$187,655.00.

#2017-329 - Approving Long Term Disability Contract Renewal Cigna Group Insurance in an Amount of \$0.255 per \$100 of Wages.

#2017-330 - Approving Adoption of the 2017 Hazard Mitigation Plan.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of October 25, 2017 through November 14, 2017 for a total amount of \$5,455,745.72. Upon roll call vote, Councilmembers, Minton, Steele, Fitzke, Donaldson, Hehnke, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:47 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item G-2

#2017-333 - Approving Substation "F" Wall Replacement

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: November 28, 2017

Subject: Substation Wall Construction - Phelps Control (Electric Transmission/Substation) Division

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department maintains nine electrical substations around the City. Eight substations are secured and protected by chain link fence and one by a concrete block wall. The concrete wall is around Substation F near the corner of Carlton and Capital Avenue between Walmart North and Dairy Queen.

The approximately 1000 foot long concrete block wall built in 1997 has significantly deteriorated with major cracking and separation over the past 20 years. Sections are at risk of falling posing a safety and security risk.

Investigation into repairing or replacing the wall was conducted and repair was ruled out. Given the fact that Substation F already has a wall verses a fence, is located in a prime commercial location, and the industry movement toward the use of decorative walls in these types of locations, it was decided to construct a new wall. This also provides experience with modern methods that may be applied to future substations or other separation walls deemed necessary throughout City property.

Discussion

A Request for Proposals was issued for Substation wall alternatives. Specifications included ease of installation, installation impact on operations, repair ability, and longevity of life.

Numerous proposals were received, including precast concrete wall sections, precast concrete panels, and fiberglass panels. Using weighted criteria the department determined a precast concrete panel wall provided and installed by Superior Concrete from Euless, Texas was the best option.

Bidder	Wall Type	Bid Price	Exceptions
Superior Concrete Products, Euless TX	Concrete panels	\$369,953.50	None
Lacy Construction, Grand Island NE	Concrete sections	\$520,000.00	None
Lacy Construction, Grand Island NE	Fiberglass panels	\$440,000.00	None
Wolf Construction, Topeka KS	Concrete sections	\$538,440.00	None

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 award the contract for Substation Wall Construction to Superior Concrete Products of Euless, Texas, in the amount of \$369,953.50.

Sample Motion

Move to approve the contract for Substation Wall Construction with Superior Concrete Products of Euless, Texas, in the amount of \$369,953.50.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR SUBSTATION WALL CONSTRUCTION**

RFP DUE DATE: September 6, 2017 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: August 7, 2017

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Lacy Construction Company
Grand Island, NE

Wolf Construction
Topeka, KS

Superior Concrete Products, Inc.
Euless, TX

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Travis Burdett, Deputy Utilities Director

Pat Gericke, Utilities Admin Asst.
Renae Jimenez, Finance Director
Jeff Mead, Senior Electrical Engineer

P1989

RESOLUTION 2017-333

WHEREAS, the City of Grand Island invited proposals for Substation F Wall Replacement, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 6, 2017 proposals were received, opened and reviewed; and

WHEREAS, Superior Concrete Products of Euless, Texas, submitted a quote in the amount of \$369,953.50; and

WHEREAS, using weighted criteria, the Utilities Department determined a precast concrete panel wall provided and installed by Superior Concrete was the best option for the Substation F Wall replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote from Superior Concrete Products of Euless, Texas, in the amount of \$369,953.50, for Substation F Wall Replacement, is hereby approved, and the Mayor is hereby authorized to sign the contract on the behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item G-3

#2017-334 - Approving Certificate of Final Completion for Curb Ramp Project No. 2017-CR-2

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 28, 2017

Subject: Approving Certificate of Final Completion for Curb Ramp Project No. 2017-CR-2

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$150,354.00 contract for construction of Curb Ramp Project No. 2017-CR-2 on April 11, 2017 via Resolution No. 2017-111.

On August 22, 2017, via Resolution No. 2017-235, City Council approved Change Order No. 1 to provide a time extension for project completion from September 1, 2017 to October 1, 2017 with no contract amount modification.

On October 10, 2017, via Resolution No. 2017-273, City Council approved Change Order No. 2 in the amount of \$7,670.00 to address curb inlet work and provide for a project completion extension, resulting in a revised contract amount of \$158,024.00.

This project focused on installation of curb ramps along a portion of Custer Avenue, North Front Street, as well as an intersection on 1st Street.

Work commenced on May 2, 2017 and was completed on November 1, 2017.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed with an overrun of \$703.59, for a total cost of \$158,727.59. Project overrun was due to field adjustments in pavement, curb & gutter, and sidewalk quantities. Additional project costs are shown below.

ADDITIONAL COSTS

The Grand Island Independent	Advertising	\$	109.73
Additional Costs = \$			109.73

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 Certificate of Final Completion for Curb Ramp Project No. 2017-CR-2.

Sample Motion

Move to approve the Certificate of Final Completion for Curb Ramp Project No. 2017-CR-2.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Curb Ramp Project No. 2017-CR-2
CITY OF GRAND ISLAND, NEBRASKA
November 28, 2017

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

This is to certify that Curb Ramp Project No. 2017-CR-2 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated April 11, 2017. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Bid Section A - Custer Avenue					
1	Mobilization	1.00	LS	\$ 585.00	\$ 585.00
2	Remove 4"-6" Sidewalk	1,657.54	SF	\$ 0.70	\$ 1,160.28
3	Remove Integral Curb	598.33	LF	\$ 0.15	\$ 89.75
4	Remove 6" PCC	287.30	SY	\$ 6.80	\$ 1,953.64
5	Remove 8" PCC	0.00	SY	\$ 6.95	\$ -
6	Saw Cutting	292.70	LF	\$ 4.40	\$ 1,287.88
7	Build Sidewalk	2,532.00	SF	\$ 5.50	\$ 13,926.00
8	Build 6" PCC	263.17	SY	\$ 51.35	\$ 13,513.78
9	Build 8" PCC	0.00	SY	\$ 57.55	\$ -
10	Build 6" Integral Curb	843.35	LF	\$ 2.55	\$ 2,150.54
11	Build 30" Curb & Gutter	91.35	LF	\$ 31.75	\$ 2,900.36
12	Sod Area	77.13	SY	\$ 7.60	\$ 586.19
13	Detectable Warning Panels	208.00	SF	\$ 24.75	\$ 5,148.00
14	Landscaping & Sprinkler Repairs	1.00	LS	\$1,100.00	\$ 1,100.00
15	Traffic Control	1.00	LS	\$ 880.00	\$ 880.00
Total Base Bid =				\$	45,281.42
Bid Section B - North Front Street					
1	Mobilization	1.00	LS	\$1,170.00	\$ 1,170.00
2	Remove 4"-6" Sidewalk	4,421.44	SF	\$ 0.70	\$ 3,095.01
3	Remove Integral Curb	1,208.15	LF	\$ 0.15	\$ 181.22
4	Remove 6" PCC	443.45	SY	\$ 6.80	\$ 3,015.46
5	Remove Landscape RR Tie / Block	56.00	LF	\$ 1.65	\$ 92.40
6	Saw Cut	2,053.11	LF	\$ 4.40	\$ 9,033.68
7	Build Sidewalk	5,780.60	SF	\$ 5.50	\$ 31,793.30
8	Build 6" PCC	429.47	SY	\$ 51.35	\$ 22,053.28
9	Build 6" Integral Curb	1,368.28	LF	\$ 2.55	\$ 3,489.11
10	Build 30" Curb & Gutter	139.70	LF	\$ 31.75	\$ 4,435.48
11	Replace Landscape RR Tie / Block	6.00	LF	\$ 4.15	\$ 24.90
12	Adjust Stop Box or Manhole	0.00	EA	\$ 235.00	\$ -

13	Sod Area	402.56	SY	\$ 7.60	\$ 3,059.46
14	Detectable Warning Panels	434.00	SF	\$ 24.75	\$ 10,741.50
15	Landscape & Sprinkler Repairs	1.00	LS	\$1,900.00	\$ 1,900.00
16	Traffic Control	1.00	LS	\$1,665.00	\$ 1,665.00

Total Base Bid = \$ 95,749.80

Bid Section C - 1st Street

1	Mobilization	1.00	LS	\$ 135.00	\$ 135.00
2	Remove 4"-6" Sidewalk	496.20	SF	\$ 0.70	\$ 347.34
3	Remove 20" Curb & Gutter	85.50	LF	\$ 3.35	\$ 286.43
4	Saw Cut	30.20	LF	\$ 4.40	\$ 132.88
5	Build Sidewalk	712.48	SF	\$ 5.50	\$ 3,918.64
6	Build 20" Curb & Gutter	93.60	LF	\$ 30.75	\$ 2,878.20
7	Sod Area	38.01	SY	\$ 7.60	\$ 288.88
8	Detectable Warning Panels	64.00	SF	\$ 24.75	\$ 1,584.00
9	Landscape & Sprinkler Repairs	1.00	LS	\$ 270.00	\$ 270.00
10	Traffic Control	1.00	LS	\$ 185.00	\$ 185.00

Total Base Bid = \$ 10,026.36

Change Order No. 1

CO1-1	TIME EXTENSION	1.00	LS	\$ -	\$ -
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Total Change Order No. 1 = \$ -

Change Order No. 2

CO2-1	Modify Junctions Box into a Curb Inlet @ NW Corner of Custer Ave & North Front St	1.00	LS	\$1,650.00	\$ 1,650.00
CO2-2	Rebuild Upper 1/2 of Curb Inlet @ SW Corner of Custer Ave & North Front St	1.00	LS	\$2,220.00	\$ 2,220.00
CO2-3	Build Block Retaining Wall @ 422 N Custer Ave	1.00	LS	\$3,800.00	\$ 3,800.00

Total Change Order No. 2 = \$ 7,670.00

Grand Total = \$ 158,727.59

Additional Costs:

The Grand Island Independent	Advertising	\$ 109.73
Additional Costs =		\$ 109.73

Grand Total = \$ 158,837.32

I hereby recommend that the Engineer's Certificate of Final Completion for Curb Ramp Project No. 2017-CR-2 be approved.

John Collins – City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

RESOLUTION 2017-334

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Curb Ramp Project No. 2017-CR-2 certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$158,727.59; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, additional project costs equate to \$109.73, as shown

ADDITIONAL COSTS

The Grand Island Independent	Advertising	\$	109.73
Additional Costs =		\$	109.73

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

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

1. The Certificate of Final Completion for Curb Ramp Project No. 2017-CR-2, in the amount of \$158,837.32 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item G-4

#2017-335 - Approving Certificate of Final Completion for US Highway 30 Drainage Improvement Project No. URB-30-4(158)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 28, 2017

Subject: Approving Certificate of Final Completion for US Highway 30 Drainage Improvements; Project No. URB-30-4(158)

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

Background

The US-30 Drainage Improvements; Project No. URB-30-4(158) constructed storm sewer to the detention cell at the former location of the Wasmer Elementary School from connections on Second Street at Logan Street, Broadwell Avenue, and Madison Street. The improvements will aid in reducing the likelihood of flooding during storm events on Second Street. The project allowed for construction of drainage inlets on First Street and Division Street between Logan Street and Madison Street, which provides drainage relief in those areas as well.

In addition to the drainage improvement this project also provided for reconstruction of sidewalk ramps to Americans with Disabilities Act standards, construction of new concrete pavement, and relief for storm sewer draining Third Street north of the project area.

This project received Federal Funding through the Surface Transportation Program (STP).

On June 11, 2013, via Resolution No. 2013-176, Van Kirk Sand and Gravel, Inc. of Sutton, Nebraska was awarded a contract for the construction of US 30 Drainage Improvements; Project No. URB-30-4(158) in the amount of \$1,266,133.70.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction work was completed at a total cost of \$1,300,648.20, which is an overrun of \$34,514.50. Additional project costs are shown below.

ADDITIONAL PROJECT COSTS

Grand Island Public Works - Engineering	\$ 50,278.17
Independent - Advertising	\$ 360.12
Hall County Register of Deeds - Filing	\$ 564.50
Newman Traffic - Signs	\$ 666.01
Easements - Various property owners	\$ 32,573.88
Grand Island Utilities - Relocate utilities	\$ 27,057.66
Hooker Brothers - Tree removal	\$ 6,565.00
Midwest Right-of-Way - Easement acquisitions	\$ 1,450.00
Capital Appraisal - Appraisals	\$ 1,800.00
Herman Plumbing - Property owner claim	\$ 158.06
Ace Hardware - Plexiglass	\$ 13.99

Additional Project Costs = \$ 121,487.39

Total project costs equate to \$1,422,135.59.

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 Certificate of Final Completion for US Highway 30 Drainage Improvements; Project No. URB-30-4(158).

Sample Motion

Move to approve the Certificate of Final Completion.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

US Highway 30 Drainage Improvements; Project No. URB-30-4(158)
CITY OF GRAND ISLAND, NEBRASKA
November 28, 2017

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

This is to certify that US Highway 30 Drainage Improvements; Project No. URB-30-4(158) has been fully completed by Van Kirk Sand and Gravel, Inc. of Sutton, Nebraska under the Resolution No. 2013-176, dated June 11, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

US Highway 30 Drainage Improvements; Project No. URB-30-4(158)

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Culverts -					
4016.00	Manhole Type-A	14.00	EA	\$4,250.00	\$59,500.00
4016.02	Manhole Type-C	5.00	EA	\$6,500.00	\$32,500.00
30.40	Mobilization	1.00	LS	\$22,000.00	\$22,000.00
1117.00	Remove Manhole	2.00	EA	\$600.00	\$1,200.00
1119.00	Remove Inlet	1.00	EA	\$500.00	\$500.00
4002.00	Cast Iron Cover and Frame	1,125.00	LB	\$2.65	\$2,981.25
4003.00	Cast Iron Cover, Frame, and Flange	10,440.00	LB	\$2.20	\$22,968.00
4005.00	Cast Iron Ring and Cover	690.00	LB	\$2.30	\$1,587.00
4016.01	Manhole Type-B	1.00	EA	\$20,000.00	\$20,000.00
4043.50	Remove Sewer Pipe	373.00	LF	\$15.00	\$5,595.00
4105.59	Class 47B-3000 Concrete for Inlet and Junction Box	16.46	CY	\$510.00	\$8,394.60
4107.07	Class 47B-3000 Concrete for Concrete Collars	6.66	CY	\$525.00	\$3,496.50
4155.50	reinforcing Steel for Inlet and Junction Box	1,646.00	LB	\$1.50	\$2,469.00
4157.00	Reinforcing Steel for Collars	351.00	LB	\$2.00	\$702.00
4210.15	Bar Grate for 15" Flared-End Section	1.00	EA	\$550.00	\$550.00
4230.48	Bar Grate for 48" Concrete Flared-End Section	1.00	EA	\$1,210.00	\$1,210.00
4310.15	15" Flared-End Section	1.00	EA	\$480.00	\$480.00
4460.48	48" Concrete Flared-End Section	1.00	EA	\$1,350.00	\$1,350.00
4670.05	Culvert Sandfill	3.09	CY	\$125.00	\$386.25
4731.15	15" Storm Sewer Pipe	42.00	LF	\$50.00	\$2,100.00
4731.36	36" Storm Sewer Pipe	175.00	LF	\$145.00	\$25,375.00
4762.08	8" Ductile Iron Sewer Pipe	75.00	LF	\$70.00	\$5,250.00
4766.12	12" Ductile Iron Pipe	75.00	LF	\$80.00	\$6,000.00
4900.25	Curb Inlet Sediment Filter	20.00	EA	\$125.00	\$2,500.00
P700.15	15" Storm Sewer Pipe, Type 1, 7 or 8	263.00	LF	\$48.00	\$12,624.00
P700.30	30" Storm Sewer Pipe, Type 1, 7 or 8	377.00	LF	\$62.00	\$23,374.00
P700.36	36" Storm Sewer Pipe, Type 1, 7 or 8	2,643.00	LF	\$82.50	\$218,047.50
P702.48	48" Storm Sewer Pipe, Type 1	134.00	LF	\$135.00	\$18,090.00

P775.36	36" Round Equivalent Storm Sewer Pipe, Type 1	108.00	LF	\$120.00	\$12,960.00
W800.09	Remove Plug	2.00	EA	\$500.00	\$1,000.00
Culverts Total =				\$515,190.10	

Concrete Pavement -					
3075.12	6" Concrete Pavement, Class 47B-3500	261.60	SY	\$43.00	\$11,248.80
30.30	Mobilization	1.00	LS	\$22,000.00	\$22,000.00
2010.00	Crushed Rock Surface Course	37.33	CY	\$52.00	\$1,941.16
3008.05	Tie Bars	430.00	EA	\$6.00	\$2,580.00
3014.11	Combination Concrete Class 47B-3500 Curb and Gutter	700.18	LF	\$32.00	\$22,405.76
3016.21	Concrete Class 47B-3000 Sidewalks	766.10	SY	\$40.00	\$30,644.00
3016.39	Detectable Warning Panel	496.00	SF	\$28.00	\$13,888.00
3020.20	Concrete Class 47B-3500 Driveway 5"	492.29	SY	\$38.00	\$18,707.02
3075.12	6" Concrete Pavement, Class 47B-3500	6,290.76	SY	\$43.00	\$270,502.68
3075.32	8" Concrete Pavement, Class 47B-3500	2,207.95	SY	\$48.00	\$105,981.60
4012.29	Reconstruct Curb Inlet	1.00	EA	\$800.00	\$800.00
4015.00	Adjust Manhole to Grade	1.00	EA	\$500.00	\$500.00
7309.90	Remove and Reinstall	4.00	EA	\$85.00	\$340.00
7500.44	Left Arrow, Preformed Pavement Marking, Type 4 Grooved	1.00	EA	\$450.00	\$450.00
7515.34	4" White Wet Reflective Polyurea Pavement Marking, Grooved	201.00	LF	\$100.00	\$20,100.00
7515.38	12" White Wet Reflective Polyurea Pavement Marking, Grooved	34.00	LF	\$112.00	\$3,808.00
9034.00	Preparation of Intersections and Driveways	706.28	SY	\$4.00	\$2,825.12
9173.20	Subgrade Preparation	8,546.32	SY	\$3.50	\$29,912.12
Concrete Pavement Sub-Total =				\$558,634.26	

Grading -					
30.10	Mobilization	1.00	LS	\$10,000.00	\$10,000.00
1000.00	Large Tree Removal	15.00	EA	\$510.00	\$7,650.00
1009.00	General Clearing and Grubbing	1.00	LS	\$1,000.00	\$1,000.00
1016.00	Re-Establish Property Corner	4.00	EA	\$500.00	\$2,000.00
1101.00	Remove Pavement	8,667.73	SY	\$4.80	\$41,605.10
1101.25	Sawing Pavement	3,941.49	LF	\$3.50	\$13,795.22
1106.00	Remove Driveway	546.00	SY	\$6.50	\$3,549.00
1107.00	Remove Walk	731.24	SY	\$6.50	\$4,753.06
1108.00	Remove Combination Curb and Gutter	734.52	LF	\$8.00	\$5,876.16
L019.20	Erosion Control, Class 2A	266.11	SY	\$3.85	\$1,024.52
L022.11	Fabric Silt Fence-Low Porosity	43.00	LF	\$6.00	\$258.00
Grading Sub-Total =				\$91,511.06	

Water Main -

30.40	Mobilization	1.00	LS	\$5,500.00	\$5,500.00
4766.06	6" Ductile Iron Pipe	134.21	LF	\$45.00	\$6,039.45
W101.00	Water Stopper/Line Stop	8.00	EA	\$1,000.00	\$8,000.00
W176.01	1" Copper Water Service	745.00	LF	\$18.00	\$13,410.00
W176.54	Water Service	12.00	EA	\$650.00	\$7,800.00
W180.00	Concrete Class 47B-3500 for Blocks and Anchorages	2.10	CY	\$165.00	\$346.50
W180.10	Reinforcing Steel for Blocks and Anchorages	109.00	LB	\$2.00	\$218.00
W200.46	6" Retainer Gland	50.00	EA	\$48.00	\$2,400.00
W355.25	6" Solid Sleeve	8.00	EA	\$400.00	\$3,200.00
W357.16	6"- 45 Degree Bend	17.00	EA	\$250.00	\$4,250.00
W800.90	Remove and Reset Hydrant	2.00	EA	\$2,000.00	\$4,000.00
Water Main Sub-Total =					\$55,163.95

Seeding -

30.50	Seeding	1.00	LS	\$3,000.00	\$3,000.00
L001.03	Seeding, Type C	1.62	AC	\$3,000.00	\$4,860.00
L010.00	Sodding	2,400.00	SY	\$6.00	\$14,400.00
L032.80	Hydromulch	2.58	TON	\$5,000.00	\$12,900.00
7050.05	Additional Work-Starter Fertilizer	1.00	LS	\$593.04	\$593.04
Seeding Sub-Total =					\$35,753.04

General Items -

1.08	Barricade, Type II	3,683.00	BDAY	\$0.50	\$1,841.50
1.10	Barricade, Type III	5,359.00	BDAY	\$1.75	\$9,378.25
1.99	Contractor Furnished Sign Day	8,052.00	EA	\$0.50	\$4,026.00
2.30	Pavement Marking Removal	150.00	LF	\$4.30	\$645.00
2.44	Temporary Pavement Marking, Type Paint	741.00	LF	\$5.00	\$3,705.00
2.97	Flashing Arrow Panel	3.00	DAY	\$200.00	\$600.00
3.06	Changeable Message Sign	16.00	DAY	\$250.00	\$4,000.00
30.00	Mobilization	1.00	LS	\$5,000.00	\$5,000.00
1017.50	Construction Staking and Surveying	1.00	LS	\$15,000.00	\$15,000.00
9110.07	Rental of Skid Loader, Fully Operated	4.00	HR	\$50.00	\$200.00
General Items Sub-Total =					\$44,395.75
Construction Grand Total =					\$1,300,648.16

ADDITIONAL PROJECT COSTS-

Grand Island Public Works - Engineering	\$ 50,278.17
Independent - Advertising	\$ 360.12
Hall County Register of Deeds - Filing	\$ 564.50
Newman Traffic - Signs	\$ 666.01
Easements - Various property owners	\$ 32,573.88
Grand Island Utilities - Relocate utilities	\$ 27,057.66
Hooker Brothers - Tree removal	\$ 6,565.00
Midwest Right-of-Way - Easement acquisitions	\$ 1,450.00
Capital Appraisal - Appraisals	\$ 1,800.00
Herman Plumbing - Property owner claim	\$ 158.06
Ace Hardware - Plexiglass	\$ 13.99

Additional Project Costs = \$ 121,487.39

Total Costs - \$1,422,135.55

I hereby recommend that the Engineer's Certificate of Final Completion for US Highway 30 Drainage Improvements; Project No. URB-30-4(158) be approved.

John Collins, PE - City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

RESOLUTION 2017-335

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for US Highway 30 Drainage Improvements; Project No. URB-30-4(158), certifying that Van Kirk Sand and Gravel, Inc. of Sutton, Nebraska, under contract, has completed such project; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for US Highway 30 Drainage Improvements; Project No. URB-30-4(158), in the amount of \$1,422,135.59 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item G-5

**#2017-336 - Approving Contract to Furnish and Install New
Playground Equipment at Sterling Estates Park**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: November 28, 2017

Subject: Approve Agreement to Furnish and Install New Playground Equipment at Sterling Estates Park

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

In 2008 the City of Grand Island purchased a 6.8 acre parcel of land located within the Sterling Estates development site in the northwestern area of Grand Island for designation for a future park.

In recent months irrigation has been installed, grass seeded, sidewalks constructed, parking added, and trees planted.



Discussion

The next step in the development of the new park is to add playground equipment.

Staff is recommending new playground equipment furnished and installed by Play and Park Structures of Omaha, Nebraska. Play and Park Structures is providing pricing which meets the National IPA Cooperative Bidding Contract #R170303.



STERLING PARK
GRAND ISLAND, NEBRASKA

799-11101B

**play&park
structures**
A PLAYCORE Company

544 Chestnut Street
Chattanooga, TN 37402
800.727.1907
playandpark.com

The price to furnish and install the playground equipment from Play and Park Structures is \$117,256.32.

The project will be funded through the Food and Beverage Tax revenue.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Park and Play Structures of Omaha, Nebraska to furnish and install playground equipment at Sterling Estates Park.

Sample Motion

Move to approve the agreement to furnish and install playground equipment with Park and Play Structures. The total purchase price is \$117,256.32.



Play & Park Structures of NE & IA
3506 South 117th Street
Omaha, NE, 68144
Phone: 402-506-0950
Fax:
Email:
ksiedlik@playandpark.com
Contact: Kyle Siedlik

Sterling Park

City of Grand Island
Attn: Todd McCoy
100 East First Street
Grand Island, NE 68801
Phone: 308-385-5444 Ext. 290
tmccoy@grand-island.com

Quote Number: 799-111101B

Quote Date: 11/13/2017

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	Playground Equipment	1	9663.21	\$105,187.00	\$105,187.00
RDU	Playground Swings	1	890	\$4,050.00	\$4,050.00
67746	MAXCLIMB CREST F/S	1	293	\$3,129.00	\$3,129.00
67988	FLY-A-ROUND	1	269	\$2,471.00	\$2,471.00
68049	Whirl With Me w/Handle	1	480	\$3,945.00	\$3,945.00
SF-126	6' BENCH INGROUND	2	304	\$540.00	\$1,080.00
GRANT	Community Heroes Grant - Pricing Per TCPN Contract	1	0	(\$59,931.00)	(\$59,931.00)
INSTALL	Install 2 each playground structures, 1 each swing set, and 3 each stand alone structures. - After installation site will be prepared for surfacing	1	0	\$33,500.00	\$33,500.00
PIP	507 SF of PIP 50% Color / 50% Black - 128 SF at 1.375" depth for 4' CFH ____ 379 SF at 3.5" depth for 8' CFH ____ Playcore to provide site security ____ supply and install 4" stone base	1	0	\$16,761.00	\$16,761.00

Total Weight: 11899.21

SubTotal: \$110,192.00

Freight: \$7,064.32

Total Amount: \$117,256.32

Pricing per TCPN Contract #R170303

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of NE & IA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

3% cash discount available on all prepaid play-related product (includes Marlin financed orders and EFT).

1% discount available on all play-related equipment orders prepaid with credit card.

Prepayment is required on all orders under \$1k (excluding municipalities).

Surfacing, Installation, Freight, and Tax are not eligible for discount.

Extending Terms: Credit will be reviewed by both Playcore and our partner, Marlin Finance, on all orders over \$1k requesting terms. When credit information is insufficient for Playcore to extend terms, and financing is deemed necessary to process the order, the customer will be notified and reserves the sole right to accept or decline the financing option.

Payment terms: payment in full, net 30 days subject to approval by Play & Park Structures Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts.

Shipment: order shall ship within 30-45 days after Play & Park Structures' receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Playground Equipment Structures: Cascade Color Palette

Swings: Sky Blue

**MaxClimb Crest: Night Sky Blue Roto
Spring Green Metal**

**Fly A Round: Sky Blue Post
Spring Green Accent**

**Whirl with me: Sky Blue Roto
Spring Green Metal**

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Purchase Amount: _____ \$117,256.32

Order Information

Bill to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Fax: _____

Enter desired color palette name: _____

OR

Enter desired color: Uprights (_____)

Decks (_____)

Accents (_____)

Roofs/Tubes (_____)

Slides/Panels (_____)

Play & Park Structures of NE & IA

By: _____

Salesperson's signature

Salesman's Signature

P.O. No: _____

Date:

Phone:

Facsimilie

Ship to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Customer's Signature



RESOLUTION 2017-336

WHEREAS, the Sterling Estates Park located in the northwestern area of Grand Island has been in a development stage since 2008; and

WHEREAS, the next stage is to purchase and install new playground equipment;
and

WHEREAS, such project will be funded through the Food and Beverage Tax; and

WHEREAS, the new playground equipment can be furnished and installed by Play and Park Structures of Omaha, Nebraska which provided pricing through the National IPA Cooperative Bidding Contract #R170303; and

WHEREAS, purchasing the playground equipment from the State Contract holder meets all statutory bidding requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase and installation of playground equipment in the total amount of \$117,256.32 from the National IPA Cooperative Bidding Contract holder, Play and Park Structures of Omaha, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2017	☐ City Attorney



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item G-6

#2017-337 - Approving Redevelopment Contract with CRA and O'Neill Wood Resources for Redevelopment Area #20

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: November 28, 2017

Subject: Amendment to Redevelopment Plan for CRA Area #20

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2017, the Grand Island City Council declared property referred to as CRA Area #20 as blighted and substandard and approved a generalized redevelopment plan for the property. The enclosed redevelopment plan proposes to authorize the use of Tax Increment Financing (TIF) for the acquisition of property and redevelopment of property within this redevelopment area.

O'Neill Wood Resources, owns property in this area and is proposing to purchase and develop additional property within the area and has submitted a site specific redevelopment plan that would provide for acquisition of this property for a recycling center and construction and demolition landfill at the Cornhusker Army Ammunition Plant, a formerly used defense site outside of Grand Island, Nebraska but within Hall County, Nebraska.

The CRA reviewed the proposed development plan on September 20, 2017 and forwarded it to the Hall County Regional Planning Commission for recommendation at its meeting on October 11, 2017. The CRA also sent notification to the City Clerk of its 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 October 11, 2017. The Planning Commission approved Resolution 2018-02 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved and forwarded the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration at its meeting on October 18, 2017.

Council held a public hearing and approved the redevelopment plan for this project on October 24, 2017. The CRA approved a redevelopment contract with O'Neill Wood Resources at their meeting on November 8, 2017. As this project is on a Formerly Used

Defense site legal counsel has determined that the City of Grand Island needs to be a party to the redevelopment contract and said contract is presented to Council. If the attached resolution is approved the Mayor will be authorized to sign the contract on behalf of the City and the project can move forward.

Discussion

Tonight Council is being asked to approve a resolution give the Mayor authority to sign the attached contract consistent with the redevelopment plan for CRA Area #20 submitted by O'Neill Wood Resources. The redevelopment plan specifies that the TIF will be used to offset allowed costs for acquisition of property. Eligible expenses are estimated at over \$1,000,000 for identified expenses eligible for tax increment financing associated with the proposed redevelopment plan. 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 \$209,000. It is estimated that this project will have an increment of \$13,919 per year.

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 approval of the redevelopment contract.

Sample Motion

Move to approve the resolution as submitted.

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the _____ day of _____, 2017, by and between the City of Grand Island, Nebraska, (the "City") the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), and O'Neill Wood Resources, LLC, a Nebraska limited liability company ("Redeveloper").

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska, in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the "Act"), has designated an area, described on attached Exhibit "A", outside of the City, but within Hall County, Nebraska, and being a formerly used defense site, as blighted and substandard;

WHEREAS, the Authority has adopted, after approval by the Mayor and Council of the City, that redevelopment plan amendment entitled "Redevelopment Plan Amendment Grand Island CRA Area #20 (CAAP) May 2017" (the "Redevelopment Plan") a copy of which is attached hereto as Exhibit "A";

WHEREAS, the area described on Exhibit "A" (the "Redevelopment Project Area") lies within Hall County Sanitary Improvement District Number 4 (SID #4), which district was created and approved by the Hall County, Nebraska District Court on _____, 2017;

WHEREAS, the Redevelopment Project Area, was formerly owned by, leased to or otherwise possessed by the United States under the jurisdiction of the United States Secretary of Defense and was part of the Cornhusker Army Ammunition Plant;

WHEREAS, the City adopted ordinance #9645, a copy of which is attached hereto as Exhibit "B", on August 22, 2017, expressing the intent of the City to annex the Redevelopment Project Area when the same shall become eligible for annexation;

WHEREAS, Section 18-2123.01(1) of the Act authorizes a city to undertake a redevelopment project that involves a formerly used defense site and the City desires that the Authority be the entity, under the Act, to act on behalf of the City in undertaking certain obligations under the Redevelopment Plan and assist the Redeveloper by partially financing the costs of redevelopment project improvements to the Redevelopment Project Area (Redevelopment Project Costs);

O'Neill Wood Resources, LLC

WHEREAS, the Redevelopment Plan calls for the Authority to support Redeveloper's acquisition and redevelopment efforts on real estate to be acquired or owned by the Redeveloper which is legally described on Exhibit "C" attached hereto and incorporated herein by this reference ("Redevelopment Project Area");

WHEREAS, the Redevelopment Project Area incorporates all of the Redeveloper Property as shown on Exhibit "C" attached hereto and incorporated herein by this reference ("Project Site");

WHEREAS, Section 18-2103(12) of the Act authorizes the Authority to carry out plans for a program of acquisition, and improvements in connection with redevelopment of the Project Site and to pay for the same from TIF Proceeds (as defined herein). The Redeveloper intends to utilize the TIF Proceeds from the Project Site to pay for the Project Site acquisition as part of the Redevelopment Project Costs as defined herein;

WHEREAS, Section 18-2107 of the Act authorizes the Authority to enter into contracts with redevelopers of property containing covenants and conditions regarding the use of such property as the Authority may deem necessary to prevent the recurrence of substandard and blighted areas;

WHEREAS, Redeveloper is willing to enter into this Contract and invest approximately Four Million Five Hundred Eighty Thousand Dollars (\$4,580,000) on the Project Site redevelopment which includes site acquisition demolition and preparation of the Project Site, planning for redevelopment;

WHEREAS, in order to help remove blight and substandard conditions and improve conditions in an economically underutilized area, the Authority is willing to enter into this Contract and to utilize TIF Proceeds to fund a portion of the Project Costs in order to induce the Redeveloper to undertake the Private Improvements ("Private Improvements") described below;

WHEREAS, the costs of the Redevelopment Project Improvements are collectively known as the "Redevelopment Project Costs" and are shown on the Sources and Uses of Funds in Exhibit "D", which is attached hereto and incorporated herein by this reference. The Authority and Redeveloper agree that assistance with the Redevelopment Project Costs is deemed essential and the Redevelopment Project would not be economically feasible without it;

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

O'Neill Wood Resources, LLC

WHEREAS, City, Authority and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of the Project Site;

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto.

"Authority" means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

"City" means the City of Grand Island, Nebraska.

"Governing Body" means the Mayor and City Council of the City.

"Owner(s)" means the registered owner or owners of Indebtedness issued by the Authority from time to time outstanding.

"Indebtedness" means any notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Authority pursuant to the Resolution and Article III hereof to provide financing for a portion of the Project Costs and secured in whole or in part by TIF Revenues. The Indebtedness as initially issued by the Authority shall consist of a Series 2017 note in the form of the attached hereto as Exhibit "E" and purchased by the Redeveloper or Redeveloper's lender as set forth in Section 3.04 of this Redevelopment Contract.

"Liquidated Damages Amount" means the amounts to be repaid to Authority by Redeveloper pursuant to Section 7.02 of this Redevelopment Contract.

"Redevelopment Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit A attached hereto and incorporated herein by reference and, as used

O'Neill Wood Resources, LLC

herein, shall include the Redevelopment Project Property and additions and improvements thereto. Without limitation, those improvements include the following public and private improvements:

“Private improvements” means the improvements described on Exhibit “A”.

"Project Cost Certification" means a statement prepared and signed by the Redeveloper verifying the Redeveloper has become legally obligated for, or has paid the Project Costs identified on Exhibit “D”.

"Project Costs" means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103(12)(a) through (f), inclusive, including the providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit “D”. Project Costs shall include, but not be limited to site acquisition, demolition and site preparation expenditures, project planning and engineering and costs of the Authority all as described in Section 3.04 of this Redevelopment Contract.

"Redeveloper" means O’Neill Wood Resources, LLC, a Nebraska limited liability company, and its successors and assigns.

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

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the Project, as more particularly described on Exhibit “C” attached hereto and incorporated herein by this reference.

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

"Redevelopment Plan" means the Redevelopment Plan Amendment (also defined in the recitals hereto) for the Redevelopment Project Area related to the Project, as attached hereto as Exhibit “A”, prepared by the Authority, approved by the City and adopted by the Authority pursuant to the Act.

"Resolution" means the Resolution of the Authority authorizing the issuance of the Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

“TIF Proceeds” means the Note proceeds described in Section 3.02.

O’Neill Wood Resources, LLC

"TIF Revenues" means incremental ad valorem taxes generated on the Redevelopment Project Property by the Project which are to be allocated to and paid to the Authority pursuant to the Act.

Section 1.02 Construction and Interpretation.

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

- (a) Whenever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.
- (b) The phrase "at any time" shall be construed as meaning at any time or from time to time.
- (c) The word "including" shall be construed as meaning "including, but not limited to."
- (d) The words "will" and "shall" shall each be construed as mandatory.
- (e) The words "herein," "hereof," "hereunder", "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.
- (f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.
- (g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings of Authority.

The Authority makes the following findings:

- (a) The Authority is a duly organized and validly existing community Redevelopment Authority under the Act.
- (b) The Redevelopment Plan has been duly approved by the City and adopted by the Authority pursuant to Sections 18-2109 through 18-2117 of the Act.

O'Neill Wood Resources, LLC

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

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

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

(2) Based on representations made by the Redeveloper and information provided to the Authority:

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

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

(f) The Authority has determined that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the Project.

(g) The Authority has determined that 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 Redevelopment Area and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

O'Neill Wood Resources, LLC

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

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date which shall be January 1, 2019, as described in Section 18-2147 (1) of the Act and as more specifically defined below Said taxes shall be divided as follows:

(a) That portion of the ad valorem tax on the real estate located within the Redevelopment Project Area which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) of the Redevelopment Project Area 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

O'Neill Wood Resources, LLC

(b) That portion of the ad valorem tax on real property within the Redevelopment Project Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the "O'Neill Wood Resources Note Fund") to pay the principal of, the interest on, and any premium due in connection with the Note. When such Note, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property within the Redevelopment Project Area shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of Indebtedness

The Authority shall authorize the issuance of the Indebtedness in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in the Resolution and this Redevelopment Contract; provided, at all times the maximum amount of the Indebtedness shall be limited to the lesser of (i) the stated face amount of the Indebtedness, or (ii) the sum of all Project Costs incurred by the Redeveloper as set forth on Exhibit D. No Indebtedness will be issued until Redeveloper has acquired fee title to all the Redevelopment Project Property and become obligated for construction of the additions and improvements forming a part of the Project as described in the Plan.

Subject to the foregoing, prior to February 15, 2018, the Authority shall issue a single taxable Tax Increment Development Revenue Note, in a maximum principal amount of \$209,000, in substantially the form shown on the attached Exhibit "E" ("TIF Note"), for net funds available to be purchased by Redeveloper ("TIF Note Purchaser"), in a written form acceptable to Authority's attorney, and receive Note proceeds from the TIF Note Purchaser in said amount. At the option of the Authority, the Authority shall make a grant to Redeveloper in such amount, and such grant shall offset TIF Note Purchaser's obligation to purchase the TIF Note. Subject to the terms of this Agreement and the Resolution, the Authority's Treasurer on behalf of the Authority shall have the authority to determine the timing of issuing the Indebtedness and all the other necessary details of the Indebtedness.

The Redeveloper agrees to purchase the Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Authority as to its terms and participants (including any pledgee thereof). Neither the Authority nor the City shall have any obligation to provide for the sale of the Indebtedness. It is the sole responsibility of the Redeveloper to effect the sale of the Indebtedness by purchasing the Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution. Redeveloper acknowledges that it is its understanding and the Authority's understanding that interest on the Indebtedness will be includable in gross income for federal income tax purposes and subject to Nebraska State income taxation.

Section 3.03 Pledge of Revenues.

O'Neill Wood Resources, LLC

Under the terms of the Resolution, the Authority pledges 100% of the available annual TIF Revenues derived from the Redevelopment Project Property as security for and to provide payment of the Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for the Indebtedness in accordance with the terms of the Resolution).

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

The Redeveloper has agreed to purchase the Indebtedness from the Authority for a price equal to the principal amount thereof, payable as provided in Section 3.02 and this Section 3.04. The Redevelopment Plan provides for the Redeveloper to receive a grant under this Redevelopment Contract. In accordance with the terms of the Redevelopment Plan the Redeveloper is to receive a grant sufficient to pay the costs of site acquisition, demolition and rehabilitation expenditures, all improvements related to Project public infrastructure costs, site preparation costs, utility extensions and costs of the Authority for legal and plan preparation including those items described on Exhibit D (the "Project Costs"), in the aggregate maximum amount not to exceed \$209,000. Notwithstanding the foregoing, the aggregate amount of the Indebtedness and the grant shall not exceed the amount of Project Costs as certified pursuant to Section 4.02 of this Redevelopment Contract. Such grant shall be made to the Redeveloper upon certification of Project Costs as set forth herein and in the Resolution, and payment purchase of the Indebtedness as provided in Section 3.02, unless Redeveloper elects to offset the payment of the purchase of the Indebtedness with the grant proceeds as provided herein and in the Resolution. The Authority shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 3.05 Creation of Funds.

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

- (a) a special trust fund called the "O'Neill Wood Resources Redevelopment Project Note Fund" (the "Note Fund"). All of the TIF Revenues shall be deposited into the Note Fund. The TIF Revenues accumulated in the Note Fund shall be used and applied on the Business Day prior to each Interest Payment Date (i) to make any payments to the City or the Authority as may be required under the Redevelopment Contract and (ii) to pay principal of or interest on the Note to the extent of any money then remaining the Note Fund on such Interest Payment Date. Money in the Note Fund shall be used solely for the purposes described herein and in the Resolution. All Revenues received through and including December 31, 2035 shall be used solely for the payments required herein and by the Resolution; and
- (b) a special trust fund called the "O'Neill Wood Resources Redevelopment Project Fund" (the "Project Fund") The Authority shall disburse any money on deposit in the Project Fund from time to time to pay or as reimbursement for payment made for the Project Costs in each case within 5 Business Days after completion of the steps set forth herein and in the Resolution. If a sufficient amount to pay a properly completed Disbursement Request (as defined in Section 4.02) is not in the Project Fund at the time of the receipt by the Authority of such request, the Authority shall notify

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the owner of the Note and such owner may deposit an amount sufficient to pay such request with the Authority for such payment. As set forth in the Resolution, if the Redeveloper is the owner of the Note and the Redeveloper so elects, the Authority shall make a grant to Redeveloper in the amount of an approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Note.

ARTICLE IV

OBLIGATIONS OF CITY

Section 4.01 Appointment of Authority to Undertake Redevelopment Project.

City hereby appoints and designates the Authority to implement the Redevelopment Plan and Redevelopment Project pursuant to Section 18-2123.01 of the Act.

ARTICLE V

OBLIGATIONS OF REDEVELOPER

Section 5.01 Construction of Project:

(a) Redeveloper will acquire the Project, demolish and rehabilitate structures on the site, prepare the site for redevelopment, install all required utilities and improvements in accordance with the plans and specifications provided to the Authority. The Redeveloper shall provide and pay for infrastructure installation.

Redeveloper shall pay for the costs of site acquisition, site preparation, demolition and rehabilitation, utility extension, public infrastructure and costs of the Authority as set forth on Exhibit D, from the grant provided in Section 3.04 hereof. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Such reports shall include actual expenditures incurred as described on Exhibit D.

(b) Any general contractor chosen by the Redeveloper shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act or as is otherwise required by law. The City, the Authority and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor with respect to any specific contract or the Redeveloper shall also carry insurance on all stored

O'Neill Wood Resources, LLC

materials. The contractor or the Redeveloper, as the case may be, shall furnish the Authority and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of any of the policies.

(c) Notwithstanding any provision herein to the contrary, in the event Redeveloper has not acquired fee simple title to the Redevelopment Project Area on or before February 1, 2018, this Redevelopment Contract shall be null and void and of no force or effect effective as of the date of execution hereof, and neither party shall have any liability or obligation to the other party with respect hereto.

(d) The Redeveloper shall provide a payment and performance bond from a bond company doing business in the state of Nebraska in the total amount \$25,000. The City and Authority shall be named as beneficiaries under such bond.

Section 5.02 Cost Certification & Disbursement of TIF Note Proceeds.

Proceeds of the TIF Note may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Authority a grant disbursement request (the "Disbursement Request"), executed by the Director of the City's Planning Department and an authorized representative of the Redeveloper or applicable successor or assign with respect to each phase, (i) certifying that a portion of the Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(b) If the costs requested for reimbursement under the Disbursement Request are currently reimbursable under Exhibit "D" of this Redevelopment Contract and the Community Redevelopment Law, the Authority shall evidence such allocation in writing and inform the owner of the TIF Note of any amounts allocated to the TIF Note.

(c) Upon notification from the Authority as described in Section 5.02(b), deposits to the accounts in the Project Fund may be made from time to time from funds received by the Authority from the owner of the Note (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written Disbursement Requests as described herein. Such amounts shall be proceeds of the Note and the Treasurer of the Authority shall inform the Registrar (as defined in the Note Resolution) in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Redeveloper is the owner of the Note, the Authority shall make a grant to Redeveloper in the amount of the approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Note. The Registrar shall keep and maintain a record of the amounts deposited into the Project Fund from Note proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Note. The aggregate amount deposited into the Project Fund from proceeds of the Note shall not exceed \$209,000.

O'Neill Wood Resources, LLC

Section 5.03 No Discrimination.

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

Section 5.04 Assignment or Conveyance.

This Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Authority. Such consent shall not be unreasonably withheld. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot.

Section 5.05 Payment of Authority Costs.

Redeveloper shall pay to the Authority the following sums upon execution hereof:

- a. Legal expenses of Authority for representation related to this Redevelopment Contract and the issuance of the TIF Note and other matters.
- b. \$ _____ for City and Authority administrative accounting of incremental tax payments.

Section 5.06. Obligation to Restore.

In the event of any damage or destruction to the Private Improvements during the Tax Increment Period, Redeveloper agrees to use good faith efforts to commence restoration of the Private Improvements to its prior condition within twelve (12) months from the date of the damage or destruction, and shall pursue the same to completion.

O'Neill Wood Resources, LLC

ARTICLE VI

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 6.01 Financing

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area and the Redevelopment Project Property which are in excess of the amounts paid from the proceeds of the grant provided from the proceeds of the Indebtedness and granted to Redeveloper. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of Authority and Redeveloper.

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

Section 7.02 Additional Remedies of Authority

In the event that (each such event an "event of default"):

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the Project Costs on or before March 1, 2018, or shall abandon construction work related to the Project Costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather,

O'Neill Wood Resources, LLC

(b) the Redeveloper, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; and

(c) there is a violation of any other provision of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 90 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract;

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). Upon the occurrence of an event of default, the Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority given to the Redeveloper.

Interest shall accrue on the Liquidated Damages Amount at the rate of three percent (3%) per annum and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

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

Redeveloper, on or before contracting for work included within the Project Costs, shall furnish to the Authority copies of payment and performance bonds for each contract entered into by Redeveloper related to Project Costs. Each such bond shall show the Authority and the City as beneficiary of any such bond, as and to the extent commercially obtainable (as determined in the discretion of the Authority). In addition, the Redeveloper shall provide a penal bond with good and sufficient surety to be approved by the Authority, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to Project Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Authority to the extent of any payments in connection with the carrying out of such contracts which the Authority may be required to make under the law.

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 7.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this

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Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 7.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area or any part thereof for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 7.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VII or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their respective elected officials, officers, directors, appointed officials, employees, attorneys, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, and full compliance with the terms specifically set forth Article III hereof and payment of TIF Revenues pledged pursuant to the Resolution. The Redeveloper releases the City and Authority from, agrees that neither the City nor Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

The Redeveloper will indemnify and hold each of the City and Authority and their respective elected officials, directors, officers, appointed officials, attorneys, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to

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activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Project.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract may be recorded in the office of the Register of Deeds of Hall County, Nebraska.

Section 8.02 Governing Law.

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

Section 8.03 Binding Effect: Amendment, Assignment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound. The Redeveloper may assign its rights and obligations to a controlled entity which shall be bound by all the terms hereof.

Section 8.04 Effective Date and Implementation of Redevelopment Contract.

This Agreement is in full force and effect from and after the date of execution hereof by both the Redeveloper, the City and the Authority.

Section 8.05 Notices to Parties.

Notices to Parties shall be mailed by U. S. Mail to the following addresses:
Redeveloper:
O'Neill Wood Resources, LLC
P.O. box 2202
Grand Island, NE 68802

O'Neill Wood Resources, LLC

Authority and City:
Director
Grand Island Community Redevelopment Authority
Hall County Regional Planning Department
100 E 1st Street
P.O. Box 1968
Grand Island, NE 68802

IN WITNESS WHEREOF, City, Authority and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

CITY OF GRAND ISLAND

By: _____
Mayor

ATTEST:

City Clerk

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by _____ and _____, Mayor and City Clerk, respectively, of the City of Grand Island, Nebraska, on behalf of the Authority.

Notary Public

O'Neill Wood Resources, LLC

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by _____ and _____, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

Notary Public

O'Neill Wood Resources, LLC

O'Neill Wood Resources, LLC

By: _____

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Patrick O'Neill, manager of O'Neill Wood Resources, LLC, on behalf of the limited liability company.

Notary Public

O'Neill Wood Resources, LLC

EXHIBIT A
REDEVELOPMENT PLAN

O'Neill Wood Resources, LLC

EXHIBIT B
ORDINANCE #9645

O'Neill Wood Resources, LLC

EXHIBIT C

DESCRIPTION OF REDEVELOPMENT PROJECT AREA

A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18; THENCE ON AN ASSUMED BEARING OF N01°18'49"W, ALONG THE EAST LINE OF SAID E1/2 OF SECTION 18, A DISTANCE OF 591.59 FEET; THENCE S88°41'11"W A DISTANCE OF 4.22 FEET TO THE POINT OF BEGINNING; THENCE S89°02'09"W A DISTANCE OF 2510.04 FEET; THENCE N00°59'37"W A DISTANCE OF 927.97 FEET; THENCE N89°02'52"E A DISTANCE OF 820.31 FEET TO A POINT ON THE WEST LINE OF 86 FT. DRAINAGE EASEMENT; THENCE N01°11'12"W, ALONG SAID WEST LINE OF DRAINAGE EASEMENT, A DISTANCE OF 76.55 FEET; THENCE N89°24'56"E A DISTANCE OF 1639.82 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING AN ANGLE OF 20°33'43", HAVING A RADIUS OF 722.17 FEET, AND CHORD BEARING S11°30'01"E A CHORD DISTANCE OF 257.78 FEET; THENCE S01°14'28"E A DISTANCE OF 740.06 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 2,442,827.01 SQUARE FEET OR 56.080 ACRES MORE OR LESS, OF WHICH 1.02 ACRES ARE COUNTY ROAD RIGHT-OF-WAY.

O'Neill Wood Resources, LLC

EXHIBIT D

SOURCES AND USES

Description	Use of Funds.		
	TIF Funds	Private Funds	Total
Site Acquisition	\$209,000	\$103,000	\$312,000
Legal and Plan*		\$34,000	\$34,000
Engineering/Arch		\$73,000	\$73,000
On-Site Improvements		\$615,000	\$615,000
New Construction		\$1,375,000	\$1,375,000
Equipment		\$2,250,000	\$2,250,000
Financing		\$30,000	\$30,000
Contingency		\$100,000	\$100,000
TOTALS	\$209,000	\$4,580,000	\$4,789,000

O'Neill Wood Resources, LLC

EXHIBIT E

(FORM OF NOTE)

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE NOTE
(O'NEILL WOOD RESOURCES, LLC REDEVELOPMENT PROJECT), SERIES 2017

No. R-1

Up to \$11,600,000
(subject to reduction as described herein)

Date of
Original Issue

Date of
Maturity

Rate of
Interest

December 31, 2035

0.00%

REGISTERED OWNER: O'Neill Wood Resources, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA has caused this Note to be signed by the manual signature of the Chairman of the Authority, countersigned by the manual signature of the Secretary of the Authority, and the City's corporate seal imprinted hereon.

O'Neill Wood Resources, LLC

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

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the “**Registrar**”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2020, by check or draft mailed to the Registered Owner hereof as shown on the Note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such Note registration books. The principal of this Note and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Authority on _____ 2017, as from time to time amended and supplemented (the “**Resolution**”).

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$209,000.

This Note is a special limited obligation of the Authority payable as to principal and interest solely from and is secured solely by the Tax Revenue (as defined in the Resolution) and

O’Neill Wood Resources, LLC

certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Tax Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property within the Project Area (as defined in the Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of Hall County, Nebraska to the City in accordance with law.

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

The principal of and interest hereon shall not be payable from the general funds of the City nor the Authority nor shall this Note constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution. This Note is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority and neither the City nor the Authority shall be liable for the payment hereof out of any funds of the City or the Authority other than the Tax Revenues and other funds pledged under the Resolution, which Tax Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Note in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Note then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Note under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Note under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Tax Revenue and other money and securities pledged to the payment of the

O'Neill Wood Resources, LLC

principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Authority and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Note is subject to redemption prior to maturity, at the option of the Authority, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Note is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Note, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Note so redeemed shall become due and payable and if money for the payment of the portion of the Note so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Note is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Authority and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This Note is being issued as a registered Note without coupons. This Note is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note have happened, do exist and have been performed in regular and due time, form and manner; that this Note does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Note as provided in this Resolution.

O'Neill Wood Resources, LLC

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Note on the Note register kept by the Registrar for
the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment
must correspond with the name of the
Registered Owner as it appears upon the
face of the within Note in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR
240.17 Ad-15)

By: _____
Title: _____

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O'Neill Wood Resources, LLC

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
O'NEILL WOOD RESOURCES, LLC REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2017**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

O'Neill Wood Resources, LLC

RESOLUTION 2017-337

A RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT CONTRACT WITH O'NEILL WOOD RESOURCES, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND AND THE CITY OF GRAND ISLAND; APPROVING THE USE OF TAX INCREMENT FINANCING, EVIDENCED BY A NOTE OR OTHER OBLIGATION, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$209,000 FOR THE PURPOSE OF PAYING THE COSTS OF ACQUIRING PROPERTY AS DESCRIBED IN REDEVELOPMENT PLAN FOR CRA AREA #20; AND RELATED MATTERS.

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

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. The Mayor and members of the City Council of Grand Island, Nebraska (the “City”) hereby find and determine as follows:

(a) The City previously approved the O'Neill Wood Resources Redevelopment Project May 2017 (the “**Redevelopment Plan**”) under and pursuant to the Nebraska Community Development Law (the “Act”) to assist in the redevelopment and rehabilitation of the Redevelopment Area (hereinafter defined).

(b) The City, in approving the Redevelopment Plan determined that (a) the plan was feasible and in conformity with the general plan for the development of the city as a whole and the plan was in conformity with the legislative declarations and determinations set forth in the Act and (b) that, if the plan uses funds authorized in section [18-2147](#) of the Act, (i) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (ii) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (iii) 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 governing body and have been found to be in the long-term best interest of the community impacted by the redevelopment project.

(c) The Redevelopment Area, described on Attachment “A”, hereto, lies within Hall County Sanitary Improvement District Number 4 (SID #4), which district was created and approved by the Hall County, Nebraska District Court on September 20, 2017.

(d) The Redevelopment Area, was formerly owned by, leased to or otherwise possessed by the United States under the jurisdiction of the United States Secretary of Defense and was part of the Cornhusker Army Ammunition Plant.

(e) The City adopted ordinance #9645, on August 22, 2017, expressing the intent of the City to annex the Redevelopment Area when the same shall become eligible for annexation.

(f) The City has been presented with a Redevelopment Contract in the form of Attachment “B”, hereto. It is in the best interests of the City that it approve the Redevelopment Contract and that the Authority be appointed by the City to implement the Redevelopment Plan.

(g) Pursuant to the Redevelopment Contract, the Authority will hereafter obligate itself to provide a portion of the financing to acquire a portion of the Redevelopment Area (as defined in the Redevelopment Contract) in the Redevelopment Area (the “**Project Cost**”), including, without limitation) completing the acquisition of the Project Site (as defined in the Redevelopment Contract), (the “**Project**”), as more fully described in the Redevelopment Contract.

ARTICLE II

APPROVAL OF ACTIONS

Section 2.1. General and Specific Authorizations;

(a) The Authority is hereby appointed to act on behalf of the City to implement the Redevelopment Plan.

(b) The Mayor and City Clerk are authorized and directed to execute the Redevelopment Contract in the form presented (Attachment “B”) with such immaterial changes as the Mayor, in his discretion deems proper.

(c) The Authority is authorized to undertake the actions set forth in the Redevelopment Contract upon execution and approval by the Authority including the issuance of a Tax Increment Development Revenue Note not to exceed \$209,000.

Section 2.2 Benefits of Resolution Limited to the City and Authority. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution is intended or should be construed to confer upon or give to any person other than the City and Authority any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the Authority.

Section 2.3. No Personal Liability. No officer or employee of the City or Authority shall be individually or personally liable for any action taken in their representative capacity in complying with the terms of this Resolution. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 2.4 Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Resolution on the part of the City or the Authority to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question

inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 2.5. Law and Place of Enforcement of this Resolution. The Resolution shall be construed and interpreted in accordance with the laws of the State of Nebraska. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State of Nebraska.

Section 2.6. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Resolution.

Section 2.7. Repeal of Inconsistent Resolution. Any Resolution of the City and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 2.8. Publication and Effectiveness of this Resolution. This Resolution shall take effect and be in full force from and after its passage by the City Council of the City of Grand Island.

PASSED AND ADOPTED: November 28, 2017.

THE CITY OF GRAND ISLAND, NEBRASKA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Attachment "A"

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18; THENCE ON AN ASSUMED BEARING OF N01°18'49"W, ALONG THE EAST LINE OF SAID E1/2 OF SECTION 18, A DISTANCE OF 591.59 FEET; THENCE S88°41'11"W A DISTANCE OF 4.22 FEET TO THE POINT OF BEGINNING; THENCE S89°02'09"W A DISTANCE OF 2510.04 FEET; THENCE N00°59'37"W A DISTANCE OF 927.97 FEET; THENCE N89°02'52"E A DISTANCE OF 820.31 FEET TO A POINT ON THE WEST LINE OF 86 FT. DRAINAGE EASEMENT; THENCE N01°11'12"W, ALONG SAID WEST LINE OF DRAINAGE EASEMENT, A DISTANCE OF 76.55 FEET; THENCE N89°24'56"E A DISTANCE OF 1639.82 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING AN ANGLE OF 20°33'43", HAVING A RADIUS OF 722.17 FEET, AND CHORD BEARING S11°30'01"E A CHORD DISTANCE OF 257.78 FEET; THENCE S01°14'28"E A DISTANCE OF 740.06 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 2,442,827.01 SQUARE FEET OR 56.080 ACRES MORE OR LESS, OF WHICH 1.02 ACRES ARE COUNTY ROAD RIGHT-OF-WAY.

Attachment "B"

Redevelopment Contract



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item I-1

#2017-338 - Consideration of Amendment to the Redevelopment Plan for CRA Area No. 1 located at 320-322 N. Pine Street (Urban Island, LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2017-338

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: rehabilitation and redevelopment of an existing building in downtown Grand Island, along with eligible planning expenses 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	☐ _____
November 22, 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.
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, November 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item I-2

#2017-339 - Consideration of Request from Rachel Dieken (aka Rachel Senff) to Allow Privacy Fence in Public Right-of-Way

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

Council Agenda Memo

From: Keith Kurz PE, Manager of Engineering Services

Meeting: November 28, 2017

Subject: Consideration of Request from Rachel Dieken (aka Rachel Senff) to Allow Privacy Fence in Public Right-of-Way

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

Background

On July 3, 2017 Code Enforcement received complaint of a privacy fence in the public right-of-way at 2320 W 6th Street, due to causing a sight obstruction for neighboring property owner leaving their driveway.

On July 6, 2017 Code Enforcement notified property owner of 2320 W 6th Street of City Code Section 20-11; Obstructing Public Right-of-Way (shown below) violation and option of either removing the portion of fence in the public right-of-way or applying for a License Agreement to allow the fence to remain as is.

§20-11. Obstructing Public Right-of-Way

(A) It shall be illegal for any person, corporation or entity to erect, plant, place, or maintain, fences, hedges, shrubbery, or other natural or man-made objects or structures on any public right-of-way which interfere with or are hazardous to the City's or the general public's use of the right-of-way. No such objects may be placed on any public right-of-way without the prior consent of the City.

(B) When the City discovers any objects on the city right-of-way as described in Subsection (A) herein, the City will notify the adjacent property owner or tenant that said objects shall be removed immediately upon giving personal notice or posting the property.

(C) Any objects not removed pursuant to Subsections (A) and (B) herein may be removed by city personnel and taken to the Grand Island Police Department impoundment facility or such other facility as the city deems appropriate for storing said objects. If the objects are not claimed by the owners within thirty days after being placed in storage, then the city may dispose of the property as it deems appropriate. If said objects are auctioned, the City may retain sufficient funds to pay all of the expenses of removal from the right-of-way and storage. Any person who has items removed from the right-of-way by the City shall pay a daily storage fee, the cost of disposal and an administrative fee of \$50.00.

Amended by Ordinance No. 8936, effective 10-13-2004

Property owner notified Code Enforcement that she would be applying for the License Agreement, which application for was submitted to Public Works Administration on July 6, 2017.

On July 10, 2017, written notification was mailed to property owner of 2320 W 6th Street of License Agreement application denial; with City Code Section 32-69 referenced which pertains to Occupancy of Public Right-of-Way.

§32-69. General

(1) It shall be unlawful for any person, as defined in §1-2 of this code, to use, occupy or obstruct any portion of any street, alley, sidewalk, easement or other public right-of-way or real estate owned by or under the control of the City of Grand Island without first applying for, securing and executing a License Agreement and paying the processing fee in accordance with the City of Grand Island Fee Schedule, which fee shall not be refundable. The procedure for application and review of a license agreement shall be as follows:

(A) An applicant or their agent shall file an application and a processing fee shall be paid in the Public Works Department on forms to be provided by the City.

(B) The Public Works Department shall review the information provided on the application and shall distribute copies of said application to such departments and agencies within the City as may have an interest in or be affected by the proposed use set out in the application for review, comment and/or recommendations.

(C) The application for license agreement shall be approved, unless a department or agency of the City finds that the proposed use violates a federal, state or local statute, regulation, ordinance, code, rule, regulation or policy or impedes, impairs, diminishes the use of the public land by the City, the public or other person which has a lawful right to use and/or occupy said lands.

(2) The Public Works Director or his/her designee, upon receipt of comments and/or recommendations from the aforementioned departments and agencies, may approve, or disapprove, in whole or in part an application for license agreement. The director or his/her designee may specify such conditions and terms to be included in the requested license agreement as are necessary and prudent to protect the interests of the City, public, or any person which has a lawful right to use and/or occupy said lands. The director shall inform the applicant or their agent in writing of any decision disapproving in whole or in part the application for license agreement, said decision to be sent to the address shown on the application.

(3) In the event an application submitted under (1) above is disapproved in whole or in part, the applicant, within fifteen (15) days of the date of the decision by the Public Works Director or his/her designee, may request that the application be placed on the agenda at a regular meeting of the Mayor and City Council for review and final decision. A request for review shall be made in writing and filed in the Public Works Department, along with the appeal fee set out in the Grand Island Fee Schedule.

(4) This section shall not apply to personal property which is not affixed or attached to the real estate except movable buildings or structures.

(5) An owner of an underground lawn sprinkling system encroaching into public Right-of-Way on any improvement project that is to receive Federal Transportation Funds shall obtain a license agreement subject to the requirements pursuant to this article.

(i) A processing fee is not required for a license agreement for underground sprinkling systems encroaching into public Right-of-Way, so long as it is in connection with Federal Transportation Funded projects.

(6) Underground vault space under public sidewalk on buildings constructed prior to 1972 in the Downtown Improvement Parking District, as defined in Section 13-1 of the Grand Island City Code, are maintained solely at the sufferance of the City. The City reserves the authority to require structural upgrades or removal if in the interest of public safety.

Amended by Ordinance No. 9372, effective 04/03/2012

Amended by Ordinance No. 9391, effective 08/14/2012

Such denial was based on City staff review and non-compliance with Code Section 20-11; Obstructing Public Right-of-Way. Staff review concluded by allowing the fence to remain in the public right-of-way the sight distance is obstructed for motor vehicular traffic.

Discussion

On August 7, 2017, Public Works Administration received an email from Rachel Dieken requesting an appeal to the license agreement denial and such be placed on the City Council agenda.

Public Works staff recommended denial of the license agreement appeal to City Council at their August 22, 2017 meeting. Rachel Dieken spoke in support of the fence remaining in the public right-of-way, and after City Council discussion a motion was made by Haase, with a second by Nickerson to defer the issue to the Public Works Department. Upon roll call motion passed 9-1 and was adopted.

On August 24, 2017 Public Works staff made contact with Ms. Dieken to work out an agreeable solution to either lower the fence in public right-of-way to 30" or less or move the fence to her private property, both of which will eliminate the sight obstruction for her neighbor when backing out of his driveway.

On August 31, 2017 Ms. Dieken made a request to move the full height fence back 32 or 34 inches. This distance is not sufficient to move the fence from the public right-of-way; therefore Ms. Dieken was informed the portion remaining in the public right-of-way must be no higher than 30 inches.

As of September 22, 2017 Rachel had not responded to staff, nor made the necessary modifications to the fence within the public right-of-way.

Staff reached out to Ms. Dieken again on October 4, 2017, with no response or action.

To date no action has been taken by Ms. Dieken to either lower the fence in public right-of-way to 30" or less or move the fence to her private property. Notice of this item being presented to City Council on November 28, 2017 was sent certified mail to Ms. Dieken. At this time Public Works staff recommends denial of the fence in the public right-of-way, with direction from City Council to remove such.

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 deny the request as the encroachment causes sight obstructions for motor vehicular traffic and direct Public Works staff to remove the fence located within the public right-of-way.

Sample Motion

Move to deny the request and direct Public Works staff to remove the fence located within the public right-of-way.



*Working Together for a
Better Tomorrow, Today*

CERTIFIED MAIL

November 20, 2017

Ms. Rachel Dieken
2320 W 6th Street
Grand Island, NE 68803

RE: Fence in Public Right-of-Way at 2320 W 6th Street

This letter is to notify you of the above referenced matter being presented to City Council at their November 28, 2017 meeting (draft documents enclosed). As of the date of this letter the fence remains in the public right-of-way at a height above 30", therefore Public Works is recommending removal of such.

If you have any questions please contact our office at 308-385-5455.

Sincerely,

A handwritten signature in black ink, appearing to read "John Collins".

John Collins, P.E.
Public Works Director

JC/CD/cd

Enclosures

City Hall · 100 East First Street · PO Box 1968 · Grand Island, Nebraska 68802-1968
Office: 308-385-5455 · Fax: 308-385-5488 · Emergency: 308-385-5000 · www.grand-island.com

Council Agenda Memo

From: Keith Kurz PE, Manager of Engineering Services

Meeting: November 28, 2017

Subject: Consideration of Request from Rachel Dieken (aka Rachel Senff) to Allow Privacy Fence in Public Right-of-Way

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

DRAFT

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§20-11. Obstructing Public Right-of-Way

(A) It shall be illegal for any person, corporation or entity to erect, plant, place, or maintain, fences, hedges, shrubbery, or other natural or man-made objects or structures on any public right-of-way which interfere with or are hazardous to the City's or the general public's use of the right-of-way. No such objects may be placed on any public right-of-way without the prior consent of the City.

(B) When the City discovers any objects on the city right-of-way as described in Subsection (A) herein, the City will notify the adjacent property owner or tenant that said objects shall be removed immediately upon giving personal notice or posting the property.

(C) Any objects not removed pursuant to Subsections (A) and (B) herein may be removed by city personnel and taken to the Grand Island Police Department impoundment facility or such other facility as the city deems appropriate for storing said objects. If the objects are not claimed by the owners within thirty days after being placed in storage, then the city may dispose of the property as it deems appropriate. If said objects are auctioned, the City may retain sufficient funds to pay all of the expenses of removal from the right-of-way and storage. Any person who has items removed from the right-of-way by the City shall pay a daily storage fee, the cost of disposal and an administrative fee of \$50.00.

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§32-69. General

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(A) *An applicant or their agent shall file an application and a processing fee shall be paid in the Public Works Department on forms to be provided by the City.*

(B) *The Public Works Department shall review the information provided on the application and shall distribute copies of said application to such departments and agencies within the City as may have an interest in or be affected by the proposed use set out in the application for review, comment and/or recommendations.*

(C) *The application for license agreement shall be approved, unless a department or agency of the City finds that the proposed use violates a federal, state or local statute, regulation, ordinance, code, rule, regulation or policy or impedes, impairs, diminishes the use of the public land by the City, the public or other person which has a lawful right to use and/or occupy said lands.*

(2) *The Public Works Director or his/her designee, upon receipt of comments and/or recommendations from the aforementioned departments and agencies, may approve, or disapprove, in whole or in part an application for license agreement. The director or his/her designee may specify such conditions and terms to be included in the requested license agreement as are necessary and prudent to protect the interests of the City, public, or any person which has a lawful right to use and/or occupy said lands. The director shall inform the applicant or their agent in writing of any decision disapproving in whole or in part the application for license agreement, said decision to be sent to the address shown on the application.*

(3) *In the event an application submitted under (1) above is disapproved in whole or in part, the applicant, within fifteen (15) days of the date of the decision by the Public Works Director or his/her designee, may request that the application be placed on the agenda at a regular meeting of the Mayor and City Council for review and final decision. A request for review shall be made in writing and filed in the Public Works Department, along with the appeal fee set out in the Grand Island Fee Schedule.*

(4) *This section shall not apply to personal property which is not affixed or attached to the real estate except movable buildings or structures.*

(5) *An owner of an underground lawn sprinkling system encroaching into public Right-of-Way on any improvement project that is to receive Federal Transportation Funds shall obtain a license agreement subject to the requirements pursuant to this article.*

(i) *A processing fee is not required for a license agreement for underground sprinkling systems encroaching into public Right-of-Way, so long as it is in connection with Federal Transportation Funded projects.*

(6) *Underground vault space under public sidewalk on buildings constructed prior to 1972 in the Downtown Improvement Parking District, as defined in Section 13-1 of the Grand Island City Code, are maintained solely at the sufferance of the City. The City reserves the authority to require structural upgrades or removal if in the interest of public safety.*

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Such denial was based on City staff review and non-compliance with Code Section 20-11; Obstructing Public Right-of-Way. Staff review concluded by allowing the fence to remain in the public right-of-way the sight distance is obstructed for motor vehicular traffic.

Discussion

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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 deny the request as the encroachment causes sight obstructions for motor vehicular traffic and direct Public Works staff to remove the fence located within the public right-of-way.

Sample Motion

Move to deny the request and direct Public Works staff to remove the fence located within the public right-of-way.

DRAFT

RESOLUTION 2017

DRAFT

WHEREAS, the City has the authority under Section 20-11 of the City Code to direct the removal of obstructions from the public right-of-way; and

WHEREAS, fencing is in the public right-of-way on the west side of 2320 West 6th Street, legally described as Lots 103 & 104, Belmont Addition, City of Grand Island, Hall County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that notice be sent to the property owner to remove the fence from the public right-of-way within 15 days at 2320 West 6th Street (Lots 103 & 104, Belmont Addition, City of Grand Island, Hall County, Nebraska). If the property owner fails to remove such fence from the public right-of-way within the 15 day timeframe, the City will cause the work to be done and assess the cost against the property.

Adopted by the City Council of the City of Grand Island, Nebraska, November 28, 2017.

Jeremy L. Jensen, Mayor

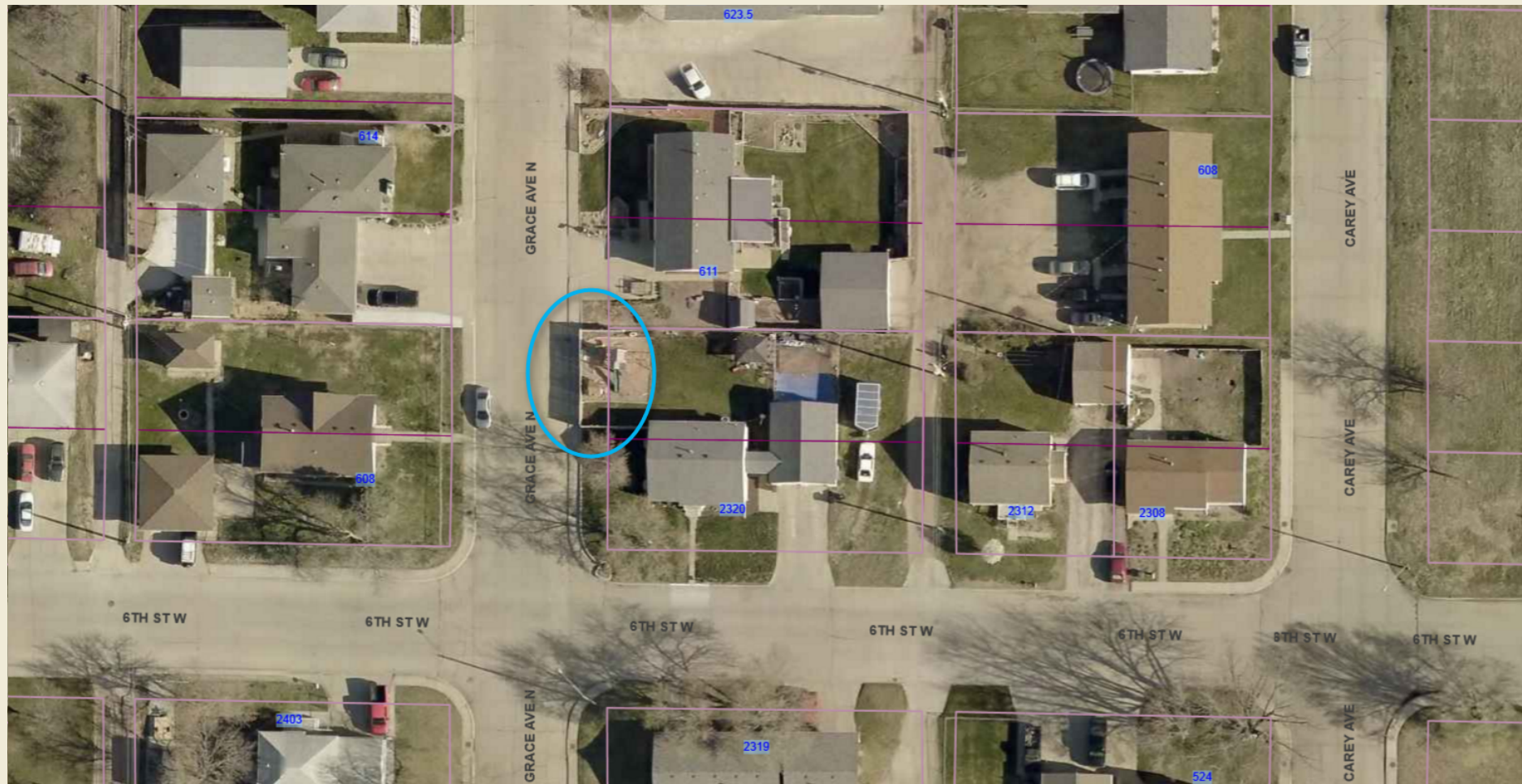
Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
November 20, 2017	<input type="checkbox"/>	City Attorney

2320 W 6th Street Fence in ROW





RESOLUTION 2017-339

WHEREAS, the City has the authority under Section 20-11 of the City Code to direct the removal of obstructions from the public right-of-way; and

WHEREAS, fencing is in the public right-of-way on the west side of 2320 West 6th Street, legally described as Lots 103 & 104, Belmont Addition, City of Grand Island, Hall County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that notice be sent to the property owner to remove the fence from the public right-of-way within 15 days at 2320 West 6th Street (Lots 103 & 104, Belmont Addition, City of Grand Island, Hall County, Nebraska). If the property owner fails to remove such fence from the public right-of-way within the 15 day timeframe, the City will cause the work to be done and assess the cost against the property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 22, 2017	▣ City Attorney



City of Grand Island

Tuesday, November 28, 2017

Council Session

Item J-1

Approving Payment of Claims for the Period of November 15, 2017 through November 28, 2017

The Claims for the period of November 15, 2017 through November 28, 2017 for a total amount of \$6,762,135.03. A MOTION is in order.

Staff Contact: Renae Jimenez