
City of Grand Island



Tuesday, April 10, 2018
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, Grand Island, NE 68801

Call to Order

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

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

Invocation - Minister Danny Jaekel, Stolley Park Church of Christ, 2822 West Stolley Park Road

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, April 10, 2018

Council Session

Item C-1

Presentation by Almquist, Maltzahn, Galloway, & Luth for Fiscal Year Ended 9-30-17 City Single Audit and General Purpose Financial Statements and Electric and Water Audit Reports

Terry Galloway from Almquist, Maltzahn, Galloway, & Luth will present the fiscal year ended 9-30-17 City Single Audit and General Purpose Financial Statements and Electric and Water Audit Reports

Staff Contact: William Clingman, Interim Finance Director

City of Grand Island

Financial statements and
supplementary information

Almquist, Maltzahn,
Galloway & Luth, P.C.

Independent Auditor's Report Opinions:

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, the aggregate remaining fund information, and the fiduciary funds of the City of Grand Island, Nebraska, as of September 30, 2017, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Audit Report Page

Outstanding Debt

City of Grand Island's Outstanding Debt

	Year Ended September 30, 2017			Year Ended September 30, 2016		
	Governmental	Business-type	Total	Governmental	Business-type	Total
	<u>Activities</u>	<u>Activities</u>		<u>Activities</u>	<u>Activities</u>	
General Obligation						
Bonds	\$ 6,343,000	\$ -	\$ 6,343,000	\$ 2,816,000	\$ -	\$ 2,816,000
Revenue Bonds	-	109,240,055	109,240,055	-	104,713,961	104,713,961
Note Payable	50,001	-	50,001	-	-	-
Capital Lease	4,109,654	-	4,109,654	4,437,766	-	4,437,766
Total	<u>\$ 10,502,655</u>	<u>\$ 109,240,055</u>	<u>\$ 119,742,710</u>	<u>\$ 7,253,766</u>	<u>\$ 104,713,961</u>	<u>\$ 111,967,727</u>

The City of Grand Island's total debt increased by \$7,774,983 (6.9 percent) during the current fiscal year due primarily to the issuance of \$4,094,163 of Sewer DEQ notes, the issuance of \$7,435,000 water refunding bonds, and the issuance of \$4,435,000 public safety tax anticipation bonds.

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Statement of Net Position

CITY OF GRAND ISLAND, NEBRASKA

STATEMENT OF NET POSITION

September 30, 2017

	Primary Government		<u>Total</u>
	<u>Governmental Activities</u>	<u>Business-type Activities</u>	
NET POSITION			
Net investment in capital assets	\$ 340,505,840	\$ 221,715,087	\$ 562,220,927
Restricted for:			
Debt service	114,410	8,967,593	9,082,003
Landfill closure/post-closure costs	-	5,536,437	5,536,437
Perpetual care - permanent	763,063	-	763,063
Street improvements	1,970,556	-	1,970,556
Capital projects	3,469,062	3,570,708	7,039,770
Economic development	1,693,451	-	1,693,451
Community improvements	3,024,569	-	3,024,569
Other purposes	1,594,213	-	1,594,213
Unrestricted	20,050,503	81,619,682	101,670,185
Total net position	<u><u>\$ 373,185,667</u></u>	<u><u>\$ 321,409,507</u></u>	<u><u>\$ 694,595,174</u></u>

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Statement of Net Position - Fiduciary Funds

CITY OF GRAND ISLAND, NEBRASKA
STATEMENT OF NET POSITION - FIDUCIARY FUNDS
September 30, 2017

	<u>Employee Reserve Fund</u>
ASSETS	
Cash	\$ 25,211
Investments	4,429,713
Special assessments receivable	-
Total assets	<u>4,454,924</u>
LIABILITIES	
Agency liabilities	-
Pension liability	<u>1,942,109</u>
Total liabilities	<u>1,942,109</u>
NET POSITION	
Held in trust for pension benefits	<u><u>\$ 2,512,815</u></u>

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Budgetary Comparison Schedule - General Fund

CITY OF GRAND ISLAND, NEBRASKA

BUDGETARY COMPARISON SCHEDULE - GENERAL FUND

Year ended September 30, 2017

	Budget (Original and <u>Final</u>)	<u>Actual</u>	Variances - Actual Over (Under) Final <u>Budget</u>
RESOURCES (INFLOWS)			
Total resources	\$ 36,672,081	\$ 37,239,292	\$ 567,211
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
Total general government	4,450,603	3,905,485	(545,118)
Total public safety	23,777,547	24,227,006	449,459

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Budgetary Comparison Schedule - General Fund, Continued

CITY OF GRAND ISLAND, NEBRASKA
BUDGETARY COMPARISON SCHEDULE -
GENERAL FUND, Continued
Year ended September 30, 2017

	Budget (Original and <u>Final</u>)	<u>Actual</u>	Variances - Actual Over (Under) Final <u>Budget</u>
CHARGES TO APPROPRIATIONS (OUTFLOWS), continued			
Total public works	1,469,591	1,037,502	(432,089)
Total environment and leisure	6,337,342	6,278,478	(58,864)
Non-departmental	<u>1,952,642</u>	<u>1,892,449</u>	<u>(60,193)</u>
Total charges to appropriations	<u>37,987,725</u>	<u>37,340,920</u>	<u>(646,805)</u>
Resources over (under) charges to appropriations	(1,315,644)	(101,628)	1,214,016

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Budgetary Comparison Schedule - General Fund, Continued

CITY OF GRAND ISLAND, NEBRASKA
BUDGETARY COMPARISON SCHEDULE -
GENERAL FUND, Continued
Year ended September 30, 2017

	Budget (Original and <u>Final</u>)	<u>Actual</u>	Variances - Actual Over (Under) Final <u>Budget</u>
OTHER FINANCING SOURCES (USES)			
Net transfers	<u>(1,870,000)</u>	<u>(2,371,480)</u>	<u>(501,480)</u>
RESOURCES AND OTHER FINANCING SOURCES (USES) OVER (UNDER)			
CHARGES TO APPROPRIATIONS	<u><u>\$ (3,185,644)</u></u>	<u><u>\$ (2,473,108)</u></u>	<u><u>\$ 712,536</u></u>

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Budgetary Comparison Schedule - Capital Projects Fund

CITY OF GRAND ISLAND, NEBRASKA
BUDGETARY COMPARISON SCHEDULE -
CAPITAL PROJECTS FUND
Year ended September 30, 2017

	Budget (Original and Final)	Actual	Variances - Actual Over (Under) Final Budget
RESOURCES (INFLOWS)			
Intergovernmental	\$ -	\$ 18,000	\$ 18,000
Other revenue	7,307	5,570	(1,737)
Total resources	7,307	23,570	16,263
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
Total charges to appropriations	4,993,870	1,122,392	(3,871,478)
Resources over (under) charges to appropriations	(4,986,563)	(1,098,822)	3,887,741
OTHER FINANCING SOURCES (USES)			
Net transfers	3,800,000	3,366,210	(433,790)
RESOURCES AND OTHER FINANCING SOURCES (USES) OVER (UNDER)			
CHARGES TO APPROPRIATIONS	<u>\$ (1,186,563)</u>	<u>\$ 2,267,388</u>	<u>\$ 3,453,951</u>

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Budgetary Comparison Schedule - Debt Service Fund

CITY OF GRAND ISLAND, NEBRASKA BUDGETARY COMPARISON SCHEDULE - DEBT SERVICE FUND

Year ended September 30, 2017

	Budget (Original and Final)	Actual	Variances - Actual Over (Under) Final Budget
RESOURCES (INFLOWS)			
Total resources	\$4,237,442	\$4,224,327	\$ (13,115)
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
Total charges to appropriations	<u>1,138,239</u>	<u>1,094,878</u>	<u>(43,361)</u>
Resources over charges to appropriations	3,099,203	3,129,449	30,246
OTHER FINANCING SOURCES (USES)			
Net transfers	<u>(3,198,886)</u>	<u>(3,267,266)</u>	<u>(68,380)</u>
RESOURCES AND OTHER FINANCING SOURCES (USES) OVER (UNDER) CHARGES TO APPROPRIATIONS	<u>\$ (99,683)</u>	<u>\$ (137,817)</u>	<u>\$ (38,134)</u>

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Budgetary Comparison Schedule - Gas Tax Fund

CITY OF GRAND ISLAND, NEBRASKA BUDGETARY COMPARISON SCHEDULE - GAS TAX FUND

Year ended September 30, 2017

	Budget (Original and Final)	Actual	Variances - Actual Over (Under) Final Budget
RESOURCES (INFLOWS)			
Total resources	\$ 9,956,711	\$ 11,254,116	\$ 1,297,405
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
Total charges to appropriations	<u>11,754,714</u>	<u>11,578,313</u>	<u>(176,401)</u>
Resources over (under) charges to appropriations	(1,798,003)	(324,197)	1,473,806
OTHER FINANCING SOURCES (USES)			
Transfers in	<u>600,000</u>	<u>800,190</u>	<u>200,190</u>
RESOURCES AND OTHER FINANCING SOURCES (USES) OVER (UNDER)			
CHARGES TO APPROPRIATIONS	<u>\$ (1,198,003)</u>	<u>\$ 475,993</u>	<u>\$ 1,673,996</u>

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City of Grand Island

September 30, 2017

	Audit Report Reference	Peer Group	2017	2016	2015	2014	2013
1) Unrestricted Net Position/Total Net Position							
Government Wide	Page 19	20%	14.64%	14.63%	13.63%	13.55%	12.18%
Governmental Activities	Page 19	20%	5.37%	5.64%	6.34%	6.02%	5.52%
Business-Type Activities	Page 19	25%	25.39%	25.05%	22.05%	22.27%	20.02%

City of Grand Island

September 30, 2017

	Audit Report Reference	Peer Group	2017	2016	2015	2014	2013
2) Top 5 Sources of Revenues - Governmental Activities							
Sales Tax	Page 10	\$350 per Capita \$	337 \$	337 \$	334 \$	325 \$	311
Property Taxes		\$230 per Capita	192	185	178	172	168
Grants and Contributions		\$150 per Capita	114	227	134	190	135
State Allocation		\$120 per Capita	119	116	112	112	99
Charges for Services		\$185 per Capita	222	215	211	196	191

City of Grand Island

September 30, 2017

	Peer Group	2017	2016	2015	2014	2013
3) State Allocations						
Highway Allocation	\$100 Per Capita \$	102 \$	96 \$	95 \$	93 \$	85
Municipal Equalization	\$15 Per Capita	9	12	9	12	7

City of Grand Island

September 30, 2017

	Audit Report Reference	Peer Group	2017	2016	2015	2014	2013
4) Governmental Expenses							
General Government	Pages 93-94	\$100 Per Capita	\$ 80	\$ 90	\$ 91	\$ 87	\$ 80
Public Safety		\$410 Per Capita	498	460	411	401	368
Public Works		\$105 Per Capita	21*	162	123	132	125
Environment and Leisure		\$155 Per Capita	129	130	120	119	107

* Street expenditures were moved to the Gas Tax Fund in 2017.



City of Grand Island

September 30, 2017

	Audit Report Reference	Peer Group	2017	2016	2015	2014	2013
5) Outstanding GO Debt/Valuation	Page 15	< 3%-Excellent	0.36%	0.26%	0.43%	0.60%	0.65%



City of Grand Island

September 30, 2017

	Audit Report Reference	Peer Group	2017	2016	2015	2014	2013
6) Unassigned Fund Balance/General Fund Expenditures	Pages 21 & 23	30%	32.52%	25.12%	27.81%	32.22%	27.95%



City of Grand Island

September 30, 2017

	Audit Report Reference	Peer Group	2017	2016	2015	2014	2013
7) Months Expense in Street Cash Reserve	Pages 21 & 23	12.0	2.0	3.9	1.5	6.1	7.4

City of Grand Island Summary of Property Tax Levy

	<u>FY2018</u>	<u>FY2017</u>	<u>FY2016</u>	<u>FY2015</u>	<u>FY2014</u>	<u>FY2013</u>
8) Total Valuation	2,989,226,938	2,933,977,196	2,831,663,760	2,658,635,505	2,574,553,789	2,517,067,460
Percent of increase	1.88%	3.61%	6.51%	3.27%	2.28%	
 City of Grand Island Levy						
General Fund	0.299991	0.249200	0.253456	0.256297	0.231089	0.232663
Debt Service	0.025759	0.024900	0.028817	0.027525	0.047867	0.048667
Interlocal Agreements	0.050000	0.050000	0.041827	0.040278	0.045144	0.042770
Total City of Grand Island Levy	0.375750	0.324100	0.324100	0.324100	0.324100	0.324100
 Community Redevelopment Authority Levy	0.022422	0.026000	0.026000	0.026000	0.026000	0.026000

City of Grand Island

September 30, 2017

	Audit Report Reference	Peer Group	2017	2016	2015	2014	2013
9) Net Depreciable Capital Assets/Original Cost							
Governmental Activities (Construction in progress = \$20,234,961)	Page 57	> 50%	51.74%	53.60%	56.21%	58.72%	61.19%
Business-type Activities (Construction in progress = \$9,988,599)	Page 59	> 50%	50.15%	46.13%	40.95%	41.47%	42.93%
Current Year Capital Outlay to Depreciation Expense							
Governmental Activities	Page 57	1.0	2.9	2.5	2.9	2.5	2.6
Business-type Activities	Page 59	1.0	1.2	1.9	2.9	4.2	2.2

City of Grand Island

September 30, 2017

	Audit Report Reference	Peer Group	2017	2016	2015	2014	2013
10) Operating Income/Total Operating Revenue							
Electric Fund	Page 26	15.00%	7.70%	12.63%	16.76%	19.08%	19.77%
Water Fund		15.00%	19.82%	13.96%	8.16%	12.89%	47.72%
Sewer Fund		15.00%	28.35%	27.06%	28.05%	20.00%	8.42%
Landfill Fund		15.00%	5.59%	6.46%	10.99%	11.84%	3.25%
Golf Fund		5.00%	-13.32%	-26.00%	-18.81%	-4.75%	-3.00%

City of Grand Island

September 30, 2017

	Audit Report Reference	Peer Group	2017	2016	2015	2014	2013
11) Debt Service Coverage Ratio							
Electric	Pages 26-27	1.50	1.80	1.87	3.29	2.21	2.68
Water		1.50	8.22	6.19	4.80	5.46	16.53
Sewer		1.50	2.47	6.63	2.94	3.47	1.12

City of Grand Island

September 30, 2017

	Audit Report Reference	Peer Group	2017	2016	2015	2014	2013
12) Cash, Investments & County Treasurer Cash			<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>
General Fund (unassigned):	Page 21/23/57						
Operating		10,340,000					
Replacement		-					
		<u>10,340,000</u>	<u>13,444,190</u>	<u>11,110,101</u>	<u>11,382,657</u>	<u>12,729,404</u>	<u>11,878,627</u>
Business-type Activities (Excluding Depreciation/Amortization)	Page 25/26/59						
Operating		19,615,000					
Replacement		-					
Restricted		<u>22,815,000</u>					
		<u>42,430,000</u>	<u>88,944,985</u>	<u>81,273,879</u>	<u>78,322,363</u>	<u>89,895,987</u>	<u>86,792,083</u>



QUESTIONS



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 3304 E. Seedling Mile Road - Hemmingsen

Council action will take place under Consent Agenda item G-4.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 10, 2018

Subject: Acquisition of Utility Easement – 3304 E. Seedling Mile Road – Hemmingsen

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property Duffay M. Hemmingsen, located through a part of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼), Section Eleven (11), Township Eleven (11) North, Range Nine (9) West of the 6th p.m., in the City of Grand Island, Hall County, Nebraska (3304 East Seedling Mile Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The owners of the properties at 3304 and 3318 East Seedling Mile Road are upgrading their electrical services to each of their respective properties. The work involves conversion of their existing overhead power lines to underground installations. The proposed easement will allow the Utilities Department to install, access, operate and maintain the primary electric pad-mounted transformer that will serve the properties.

Alternatives

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

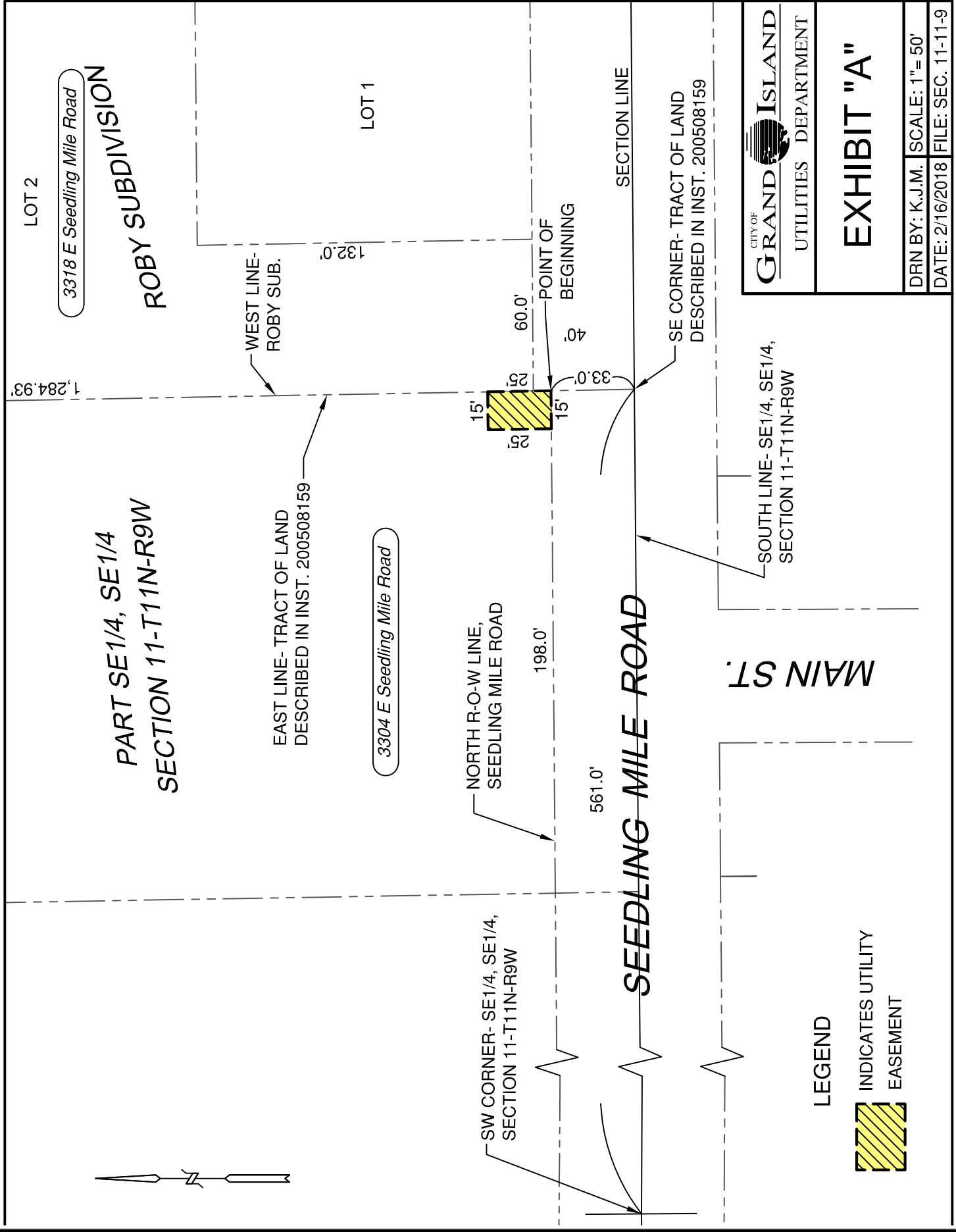
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
<h1>EXHIBIT "A"</h1>	
DRN BY: K.J.M.	SCALE: 1"= 50'
DATE: 2/16/2018 FILE: SEC. 11-11-9	



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - 2304 E. Seedling Mile Road - A O M Machining, L.L.C.

Council action will take place under Consent Agenda item G-5.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 10, 2018

Subject: Acquisition of Utility Easement – 2304 E. Seedling Mile Road – A O M Machining, L.L.C.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of A O M Machining, L.L.C., through a part of Lot Five (5) Stehr's Subdivision, in the City of Grand Island, Hall County, Nebraska (2304 E. Seedling Mile Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The owner of the property located at 2304 East Seedling Mile Road is preparing to install a new business at this location. As part of the development, the existing electrical power line needs to be relocated and the associated electrical service upgraded. The proposed easement will allow the Utilities Department to install, access, operate and maintain the power line and electrical equipment which will serve the area.

Alternatives

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

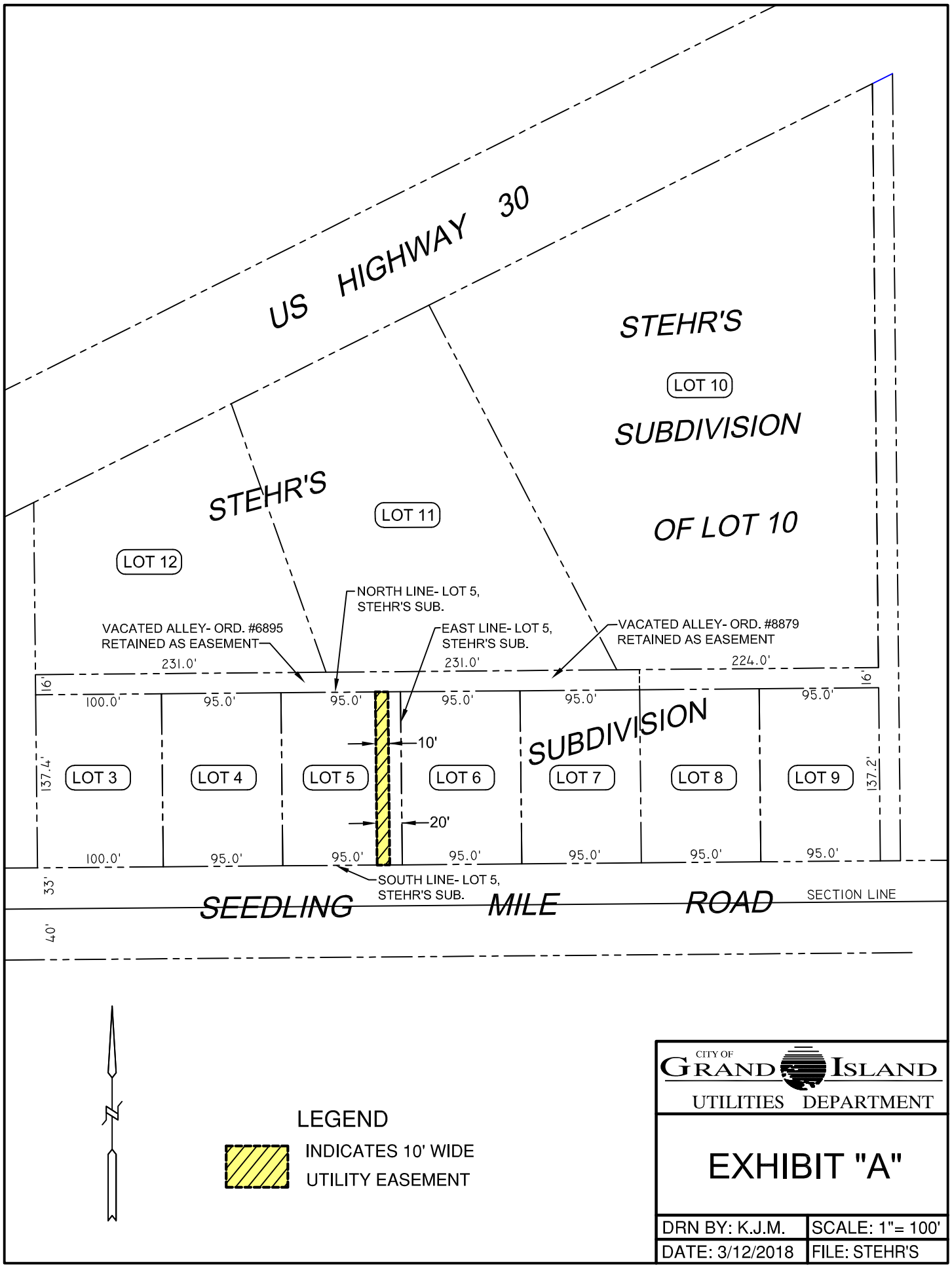
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, April 10, 2018

Council Session

Item E-3

Public Hearing on Acquisition of Utility Easement - 6950 St. Paul Road - Mettenbrink

Council action will take place under Consent Agenda item G-6.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 10, 2018

Subject: Acquisition of Utility Easement – 6950 St. Paul Road - Mettenbrink

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Leo and Jeanne Mettenbrink, through a part of the North Half of the Northeast Quarter (N ½, NE ¼), Section Sixteen (16), Township Twelve (12) North, Range Nine (9) West of the 6th PM, in Hall County, Nebraska (6950 S. Paul Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

There is an existing power line located on the property at 6950 Saint Paul Road that needs to be upgraded. The proposed easement will allow the Utilities Department to install, access, operate and maintain the power line, transformer and related electrical infrastructure which serve the area.

Alternatives

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

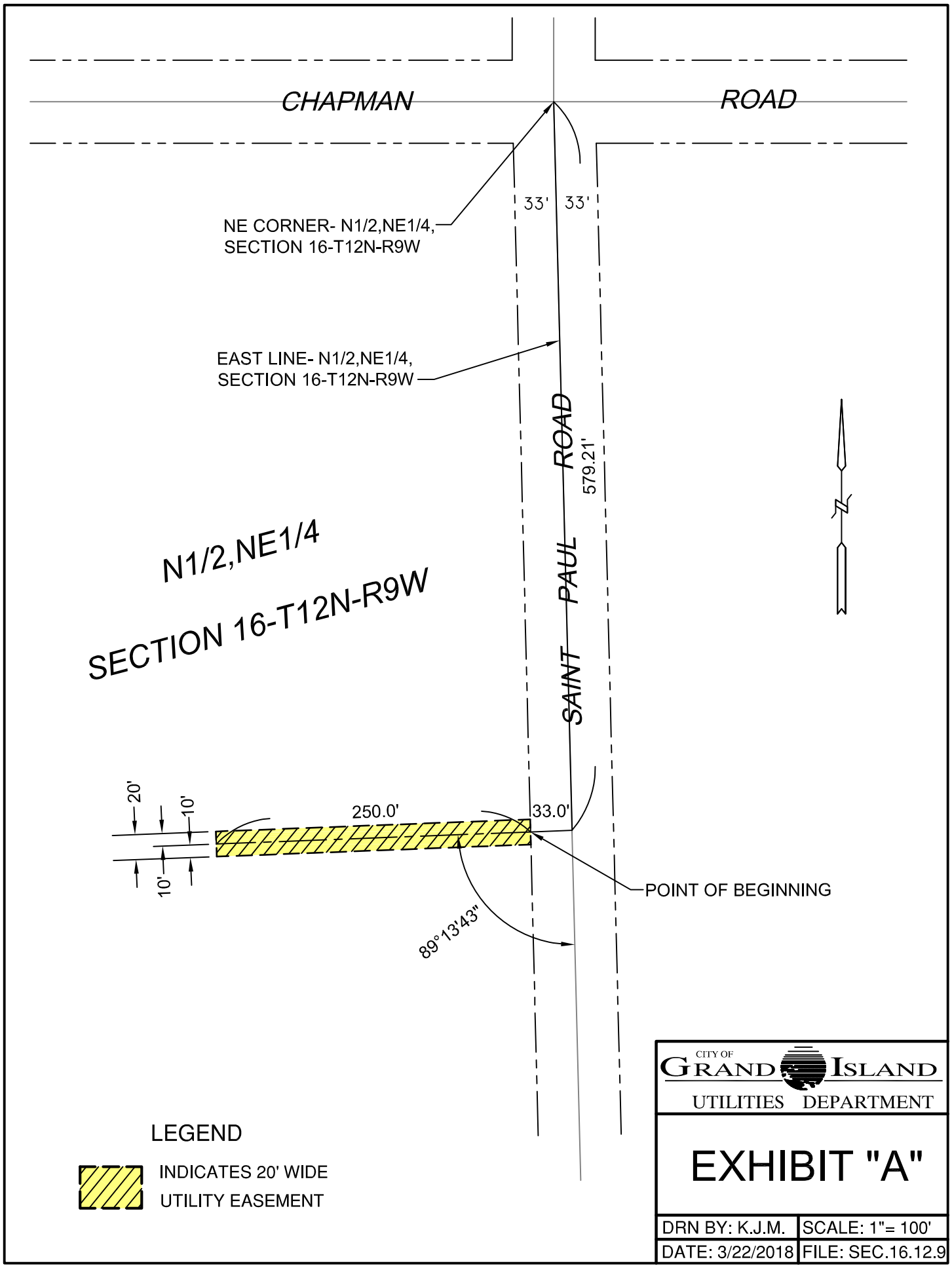
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, April 10, 2018

Council Session

Item E-4

Public Hearing on Acquisition of Permanent Easement for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (H & H Self Storage, LLC)

Council action will take place under Consent Agenda item G-11.

Staff Contact: John Collins, PE - Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 10, 2018

Subject: Public Hearing on Acquisition of Permanent Easement for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (H & H Self Storage, LLC)

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

Background

A public utility easement is needed to accommodate extension of sanitary sewer to the West Stolley Park Road and Engleman Road area. The public utility easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of material within the easement.

A sketch is attached to show the area of such permanent easement.

Discussion

The purchase price of the necessary public utility easement is as follows, and has been agreed upon between the City and the property owner.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
H & H Self Storage, LLC	COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S88°54'01"W, ALONG THE SOUTH LINE OF SAID NE ¼, A DISTANCE OF 659.96 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SOUTH LINE S88°54'01"W, ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 662.53 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N00°46'34"W,	\$ 1,985.00

	<p>ALONG THE WEST LINE OF SAID TRACT A DISTANCE OF 50.00 FEET; THENCE PARALLEL TO THE SOUTH LINE OF SAID NE ¼ N88°54'01"E, A DISTANCE OF 662.48 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE S00°50'02" E, ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 33,125 SQUARE FEET OR 0.760 ACRES MORE OR LESS.</p>	
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TOTAL = \$ 1,985.00

Alternatives

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

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

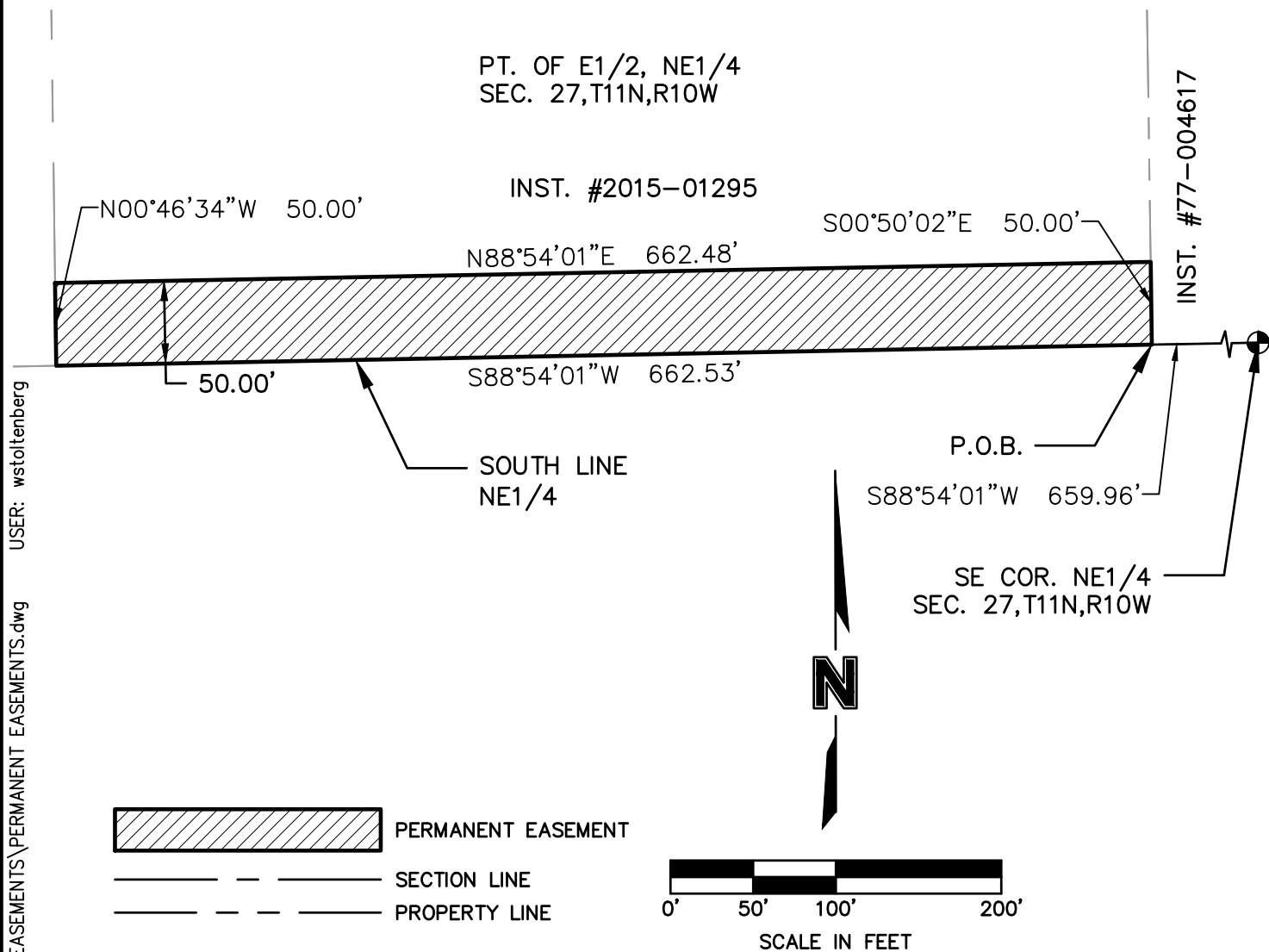
Recommendation

City Administration recommends that the Council approve acquisition of the necessary permanent easement.

Sample Motion

Move to approve the acquisition of the necessary permanent easement.

PERMANENT UTILITY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 9
STOLLEY PARK AND ENGLEMAN ROAD SEWER EXTENSION
CITY OF GRAND ISLAND PROJECT 2017-S-3



EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED IN INSTRUMENT # 2015-01295 BEING PART OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2, NE1/4) OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S88°54'01"W, ALONG THE SOUTH LINE SAID OF NE1/4, A DISTANCE OF 659.96 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SOUTH LINE S88°54'01"W, ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 662.53 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N00°46'34"W, ALONG THE WEST LINE OF SAID TRACT A DISTANCE OF 50.00 FEET; THENCE PARALLEL TO THE SOUTH LINE OF SAID NE1/4 N88°54'01"E, A DISTANCE OF 662.48 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE S00°50'02"E, ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 33,125 SQUARE FEET OR 0.760 ACRES MORE OR LESS.

PROJECT NO: 2017-0442	PERMANENT UTILITY EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: WLS				1
DATE: 07/20/17				



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item E-5

Public Hearing on Acquisition of Permanent Easement for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (Shafer & Hartman Farms, LLC)

Council action will take place under Consent Agenda item G-13.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 10, 2018

Subject: Public Hearing on Acquisition of Permanent Easement for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (Shafer & Hartman Farms, LLC)

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

Background

A public utility easement is needed to accommodate extension of sanitary sewer to the West Stolley Park Road and Engleman Road area. The public utility easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of material within the easement.

A sketch is attached to show the area of such permanent easement.

Discussion

The purchase price of the necessary public utility easement is as follows, and has been agreed upon between the City and the property owner.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
SHAHER & HARMATAN FARMS, LLC	COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF N89°25'01"E, ALONG THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF ENGLEMAN ROAD; THENCE N00°53'07"W, ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 239.56 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°53'07"W, ALONG SAID	\$8,396.74

	<p><i>EAST R.O.W. LINE, A DISTANCE OF 40.00 FEET; THENCE N89°23'28"E, A DISTANCE OF 981.95 FEET; THENCE N57°56'46"E, A DISTANCE OF 1894.11 FEET; THENCE S00°54'19"E, ALONG THE WEST LINE OF A PERMANENT UTILITY EASEMENT, A DISTANCE OF 23.37 FEET; THENCE S57°56'46"W, ALONG THE NORTHERLY LINE OF SAID PERMANENT UTILITY EASEMENT, A DISTANCE OF 1895.99 FEET; THENCE S89°23'28"W, ALONG THE NORTH LINE OF SAID PERMANENT UTILITY EASEMENT, A DISTANCE OF 954.68 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 76,334 SQUARE FEET OR 1.752 ACRES MORE OR LESS.</i></p>	
--	---	--

TOTAL = \$8,396.74

A portion of ground within this easement is leased to Mettenbrink Farms, Inc. for farming purposes. Mettenbrink Farms, Inc. will incur loss of crop related to this sanitary sewer work. Public Works Engineering staff have worked with Mettenbrink Farms, Inc. and negotiated an amount of \$3,300.00 to compensate for a portion of such crop loss, with the contractor on the project paying the other portion. Payment of such compensation is contingent upon City Council approval.

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

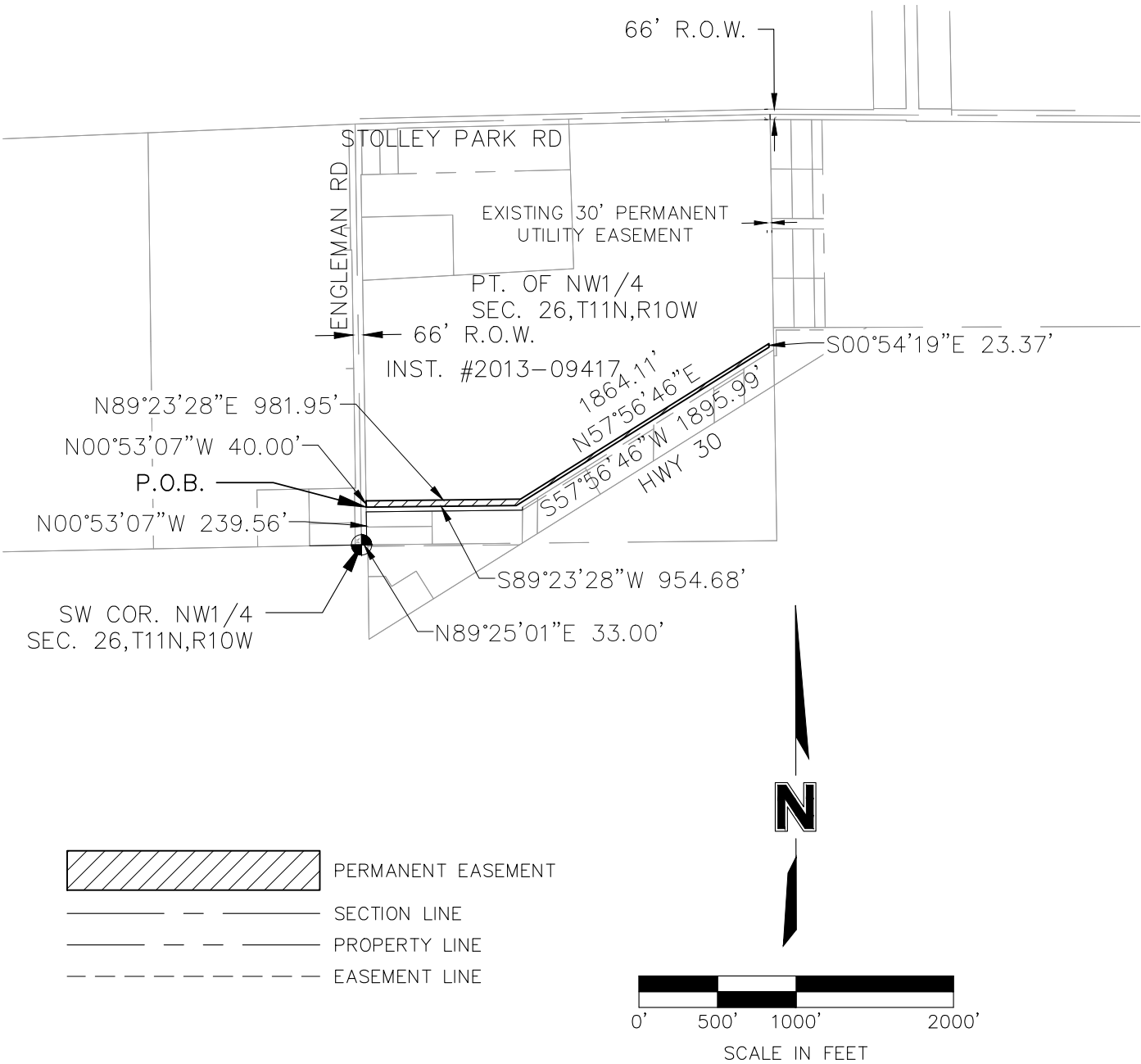
Recommendation

City Administration recommends that the Council approve acquisition of the necessary permanent easement and compensation to Mettenbrink Farms, Inc. for a portion of crop loss.

Sample Motion

Move to approve the resolution.

PERMANENT UTILITY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 1A
STOLLEY PARK AND ENGLEMAN ROAD SEWER EXTENSION
CITY OF GRAND ISLAND PROJECT 2017-S-3



EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED IN INSTRUMENT # 2013-09417 BEING PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF N89°25'01\"E, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF ENGLEMAN ROAD; THENCE N00°53'07\"W, ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 239.56 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°53'07\"W, ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 40.00 FEET; THENCE N89°23'28\"E, A DISTANCE OF 981.95 FEET; THENCE N57°56'46\"E, A DISTANCE OF 1894.11 FEET; THENCE S00°54'19\"E, ALONG THE WEST LINE OF A PERMANENT UTILITY EASEMENT, A DISTANCE OF 23.37 FEET; THENCE S57°56'46\"W, ALONG THE NORTHERLY LINE OF SAID PERMANENT UTILITY EASEMENT, A DISTANCE OF 1895.99 FEET; THENCE S89°23'28\"W, ALONG THE NORTH LINE OF SAID PERMANENT UTILITY EASEMENT, A DISTANCE OF 954.68 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 76,334 SQUARE FEET OR 1.752 ACRES MORE OR LESS.

DWG: F:\2017\0001-0500\017-0442\40-Design\AutoCAD\Final Plans\PERMANENT EASEMENTS\PERMANENT EASEMENTS.dwg
DATE: Mar 19, 2018 3:37pm
USER: jimenez
XREFS: V_XTP0_70442

PROJECT NO: 2017-0442	PERMANENT UTILITY EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: MJM				1A
DATE: 03.19.2018				



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item E-6

Public Hearing on Request to Rezone Property located at 2333 Webb Road from CD Commercial Development to CD Amended Commercial Development (Zanadu, Inc.)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: April 10, 2018

Subject: Rezone from CD to Amended CD Zone

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

Background

An application has been made to rezone property described as Lot One (1) Block Nine (9) of the Second Amendment to Lot1 Block 9 of Continental Gardens Subdivision, in the City of Grand Island, Hall County, Nebraska in Grand Island NE, from CD Commercial Development Zone to Amended CD Commercial Development Zone.

Discussion

At the regular meeting of the Regional Planning Commission, held April 4, 2018 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained an application has been made to change zoning (amend the approved development plan) for the property where Arby's is located on Webb Road.

The Development Plan for approved in 1997 shows the Arby's building at the south end of Lot 1 Block 9 of Continental Gardens Subdivision. The Developers are requesting changes to the plan as approved to allow a new Arby's store to be built at the north end of the lot. After building the new store the existing store will be demolished and paved for parking.

The CD Zone allows for up to 50% of the property to be covered with buildings. The proposed coverage within this development at full development as shown is well below the maximum coverage.

O'Neill closed the Public Hearing.

A motion was made by Maurer and seconded by Apfel to recommend approval of the amended development plan and request to rezone as presented.

The motion carried with 10 members present voting in favor (O'Neill, Ruge, Maurer, Robb, Kjar, Rainforth, Apfel, Allan, Rubio, and Randone).

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

Alternatives

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

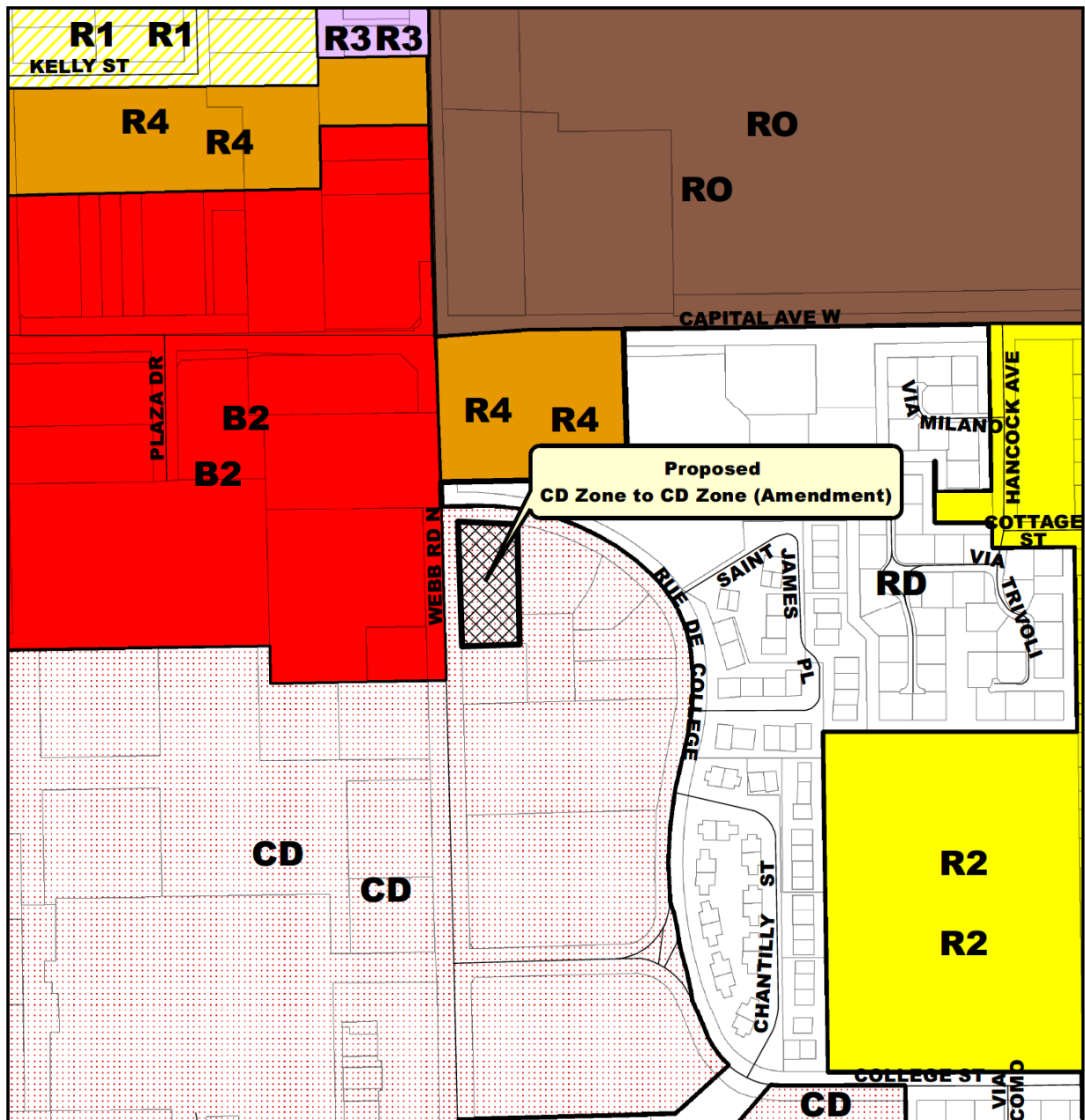
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

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

Sample Motion

Move to approve the ordinance and development plan as presented.



Proposed Zoning

- Current Zoning (CD Commercial Development Zone)
- Zoning Amendment (CD Commercial Development Zone)

Scale: None
C-16-2018GI

Requested Zoning Amendment Area
 (SEE MAP)

APPLICATION FOR REZONING OR ZONING ORDINANCE CHANGE

Regional Planning Commission

Check Appropriate Location:

- ☐ City of Grand Island and 2 mile zoning jurisdiction
☐ Alda, Cairo, Doniphan, Wood River and 1 mile zoning jurisdiction
☐ Hall County

RPC Filing Fee

(see reverse side)

plus Municipal Fee*

\$50.00

*applicable only in Alda, Doniphan, Wood River

A. Applicant/Registered Owner Information (please print):

Applicant Name Zanadu Inc. c/o Karl Nance Phone (h) _____ (w) 308-379-3051

Applicant Address 806 South Clark Street, Grand Island, Nebraska 68801

Registered Property Owner (if different from applicant) Zana Trustee/James Scott

Address 209 Lakeside Drive, Grand Island, NE 68801 Phone (h) _____ (w) _____

B. Description of Land Subject of a Requested Zoning Change:

Property Address 2333 Webb Road North, Grand Island, NE 68801

Legal Description: (provide copy of deed description of property)

Lot 1 Block 9 Subdivision Name Continental Gardens, Grand Island, Nebraska, and/or

All/part _____ 1/4 of Section _____ Twp _____ Rge _____ W6PM

C. Requested Zoning Change:

1. Property Rezoning (yes ☐) (no ☒)
(provide a properly scaled map of property to be rezoned) See attached drawings

From CD (Commercial Development Zone) to CD (Commercial Development Zone)

2. Amendment to Specific Section/Text of Zoning Ordinance (yes ☐) (no ☐)
(describe nature of requested change to text of Zoning Ordinance)

Purpose for zoning change is to demolish the existing Arby's building and construct a new Arby's building north of the existing structure. See drawings for location.

D. Reasons in Support of Requested Rezoning or Zoning Ordinance Change:

The proposed demolition and new construction will utilize the new Arby's building model. This plan will also use existing circulation and access drives to public right-of-way. Interior lot parking and drive-thru circulation will be improved with the new building location and orientation.

NOTE: This application shall not be deemed complete unless the following is provided:

1. Evidence that proper filing fee has been submitted.
2. A properly scaled map of the property to be rezoned (if applicable), and copy of deed description.
3. The names, addresses and locations of all property owners immediately adjacent to, or within, 300 feet of the perimeter of the property to be rezoned (if the property is bounded by a street, the 300 feet shall begin across the street from the property to be rezoned).
4. Acknowledgement that the undersigned is/are the owner(s), or person authorized by the owner(s) of record title of any property which is requested to be rezoned:

A public hearing will be held for this request

Signature of Owner or Authorized Person _____ Date _____

Note: Please submit a copy of this application, all attachments plus any applicable municipal filing fee to the appropriate Municipal Clerk's Office. RPC filing fee must be submitted separately to the Hall County Treasurer's Office (unless application is in Grand Island or its 2 mile zoning jurisdiction, then the RPC filing fee must be submitted to the G.I. City Clerk's Office).

Application Deemed Complete by RPC: mo. _____ day. _____ yr. _____ Initial _____

RPC form revised 4/30/07

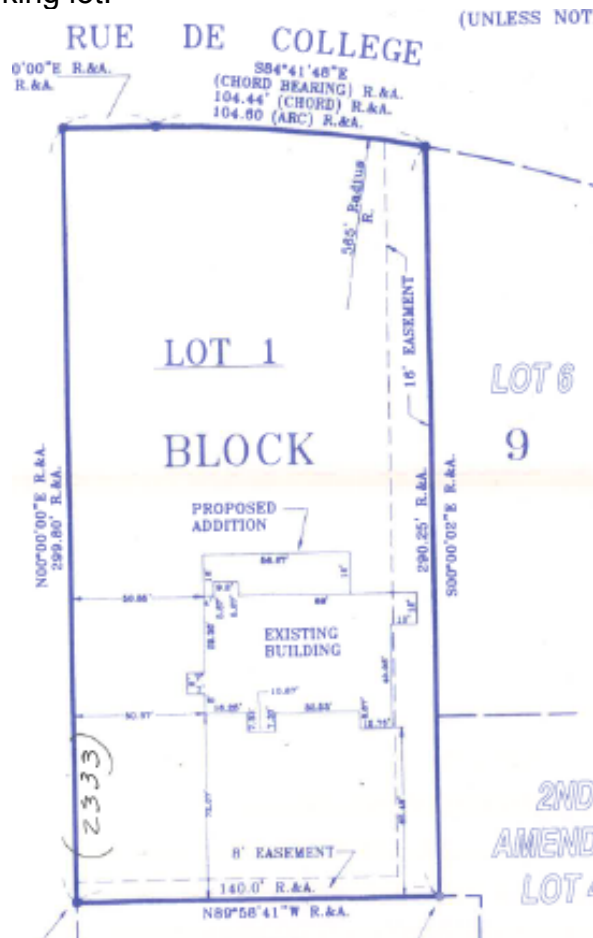
Agenda Item 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

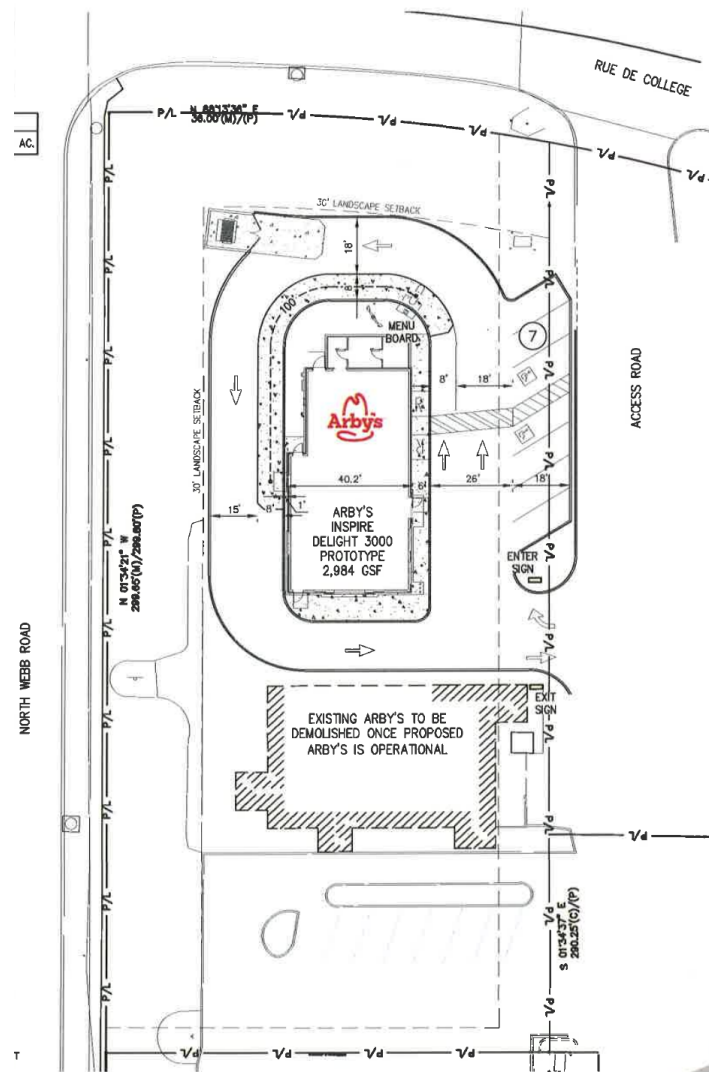
March 26, 2017

SUBJECT: Concerning the rezone of Lot One (1) Block Nine (9) of the Second Amendment to Lot 1 Block 9 of Continental Gardens Subdivision, in the City of Grand Island, Hall County, Nebraska from CD Commercial Development to Amended Commercial Development Zone. This property is located east of Webb Road and south of Rue de College. (C-16-2018GI)

The Development Plan for of Lot One (1) Block Nine (9) of the Second Amendment to Lot 1 Block 9 of Continental Gardens Subdivision was approved by the Grand Island City Council in August of 1997. The amended plan allowed for expansion of the building to the north as shown below. The owners of the building are proposing to build a new restaurant on the parking lot north of the existing building, and then tear down the old building and replace it with parking lot.



Development Plan for Lot 1 as Approved in August 1997



Proposed Development Plan for Lot 1 as submitted March 2018

PROPOSAL: The proposed change would allow a new building oriented north and south will ultimately provide additional parking on site and new drive through access. This lot would not have access directly to Rue de College or Webb Road . The CD Zone allows for up to 50% of the property to be covered with buildings. The proposed coverage within this development at full development as shown is well below the maximum coverage.

OVERVIEW:

Site Analysis

<i>Current zoning designation:</i>	CD-Commercial Development Zone.
<i>Permitted and conditional uses:</i>	Commercial, Office and Retail Uses
<i>Comprehensive Plan Designation:</i>	Commercial development
<i>Existing land uses.</i>	Retail development and vacant property

Adjacent Properties Analysis

Current zoning designations:

South West and East CD Commercial Development Zone

Permitted and conditional uses:

North: R4 High Density Residential
CD – Commercial, office and retail uses as permitted and built according to the approved development plan. R4 Residential uses up to a density of 43 units per acre, along with a variety of non-profit, recreational and educational uses.

Comprehensive Plan Designation: **North, South, East and West:** Designated for commercial development and uses.

Existing land uses:

North: Detention Cell

East: Strip Commercial

West: Northwest Commons, fast food and commercial uses

South: Strip Commercial, parking lot

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for commercial development.
- *Is an infill development.* This development is using property that is within the existing functional and legal boundaries of the City of Grand Island.
- *Accessible to Existing Municipal Infrastructure:* Water and sewer services are available to service the area.
- *Monetary Benefit to Applicant:* Would allow the applicant to further develop this site.

Negative Implications:

- *None foreseen*

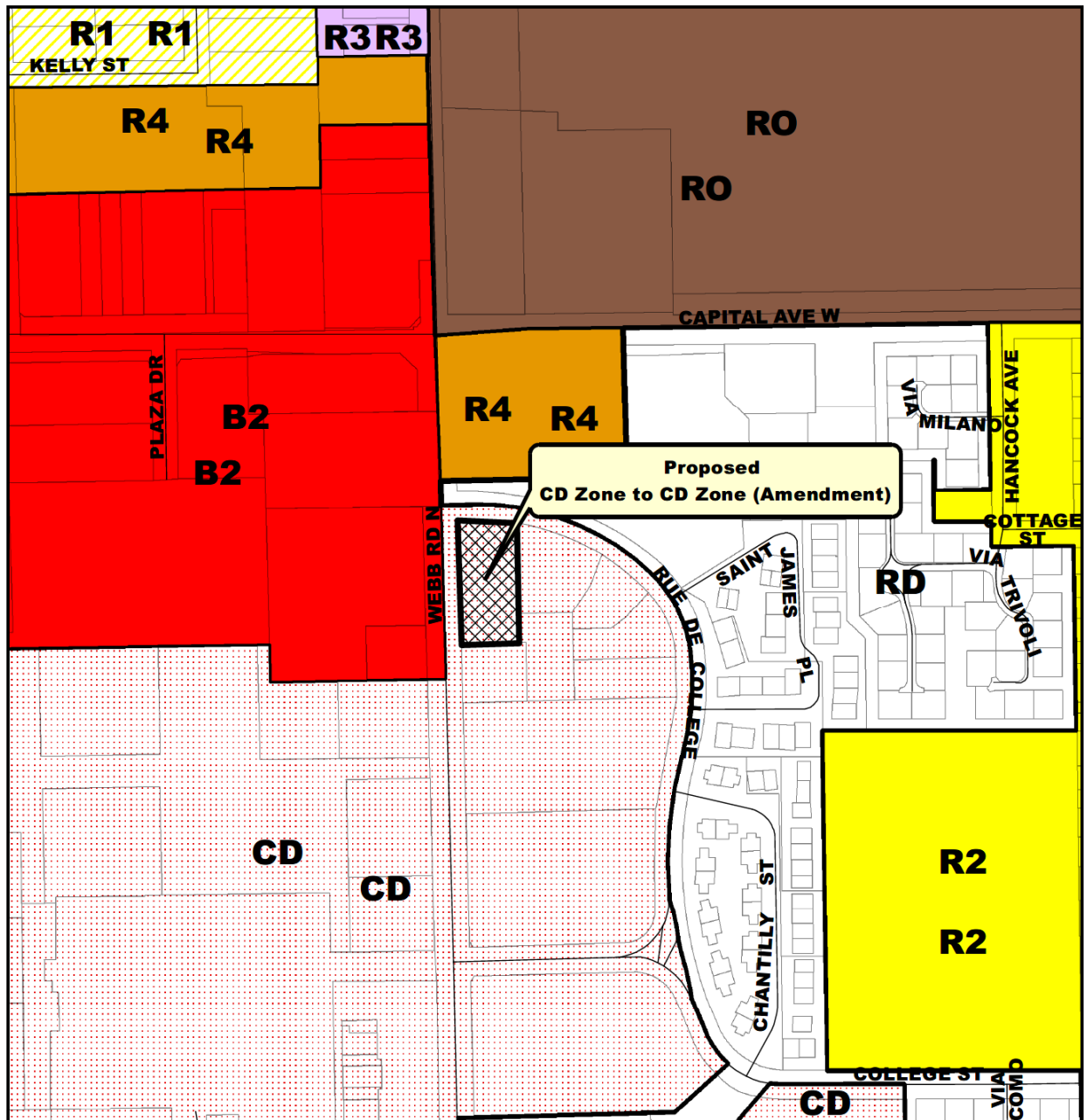
Other Considerations

Commercial development zones allow up to 50% of the property within the CD zone to be covered with buildings.



RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council approve the amended CD zoning district and final development plan as shown.


_____ Chad Nabity AICP, Planning Director




Proposed Zoning

-  Current Zoning (CD Commercial Development Zone)
-  Zoning Amendment (CD Commercial Development Zone)

Scale: None
C-16-2018GI

 N
W E S

 Requested Zoning Amendment Area
(SEE MAP)



NUMBER OF
PARKING SPACES

7

SITE SUMMARY

AREA OF OUTPARCEL 0.95 AC.



0 20
10 1"=40' 40

Horizontal Scale in Feet

NORTH WEBB ROAD

RUE DE COLLEGE

ACCESS ROAD

30' LANDSCAPE SETBACK

30' LANDSCAPE SETBACK

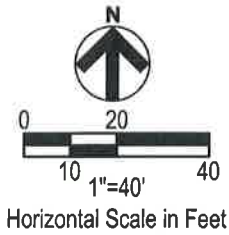


ARBY'S INSPIRE
DELIGHT 3000
PROTOTYPE
2,984 GSF

EXISTING ARBY'S TO BE
DEMOLISHED ONCE PROPOSED
ARBY'S IS OPERATIONAL

NOTES

1. SITE SKETCH IS FOR PRELIMINARY SCHEMATIC PURPOSES ONLY.
2. PROPERTY DIMENSIONS, SITE SQUARE FOOTAGE AND EXISTING SURFACE FEATURES ARE APPROXIMATE AND MAY BE SUBJECT TO CHANGE UPON THE ARRIVAL OF A CERTIFIED SURVEY.
3. ALL DIMENSIONS ARE TO FACE-OF-CURB.
4. SITE SKETCH SHOWN IS ALSO SUBJECT TO APPROVAL BY ARBY'S.



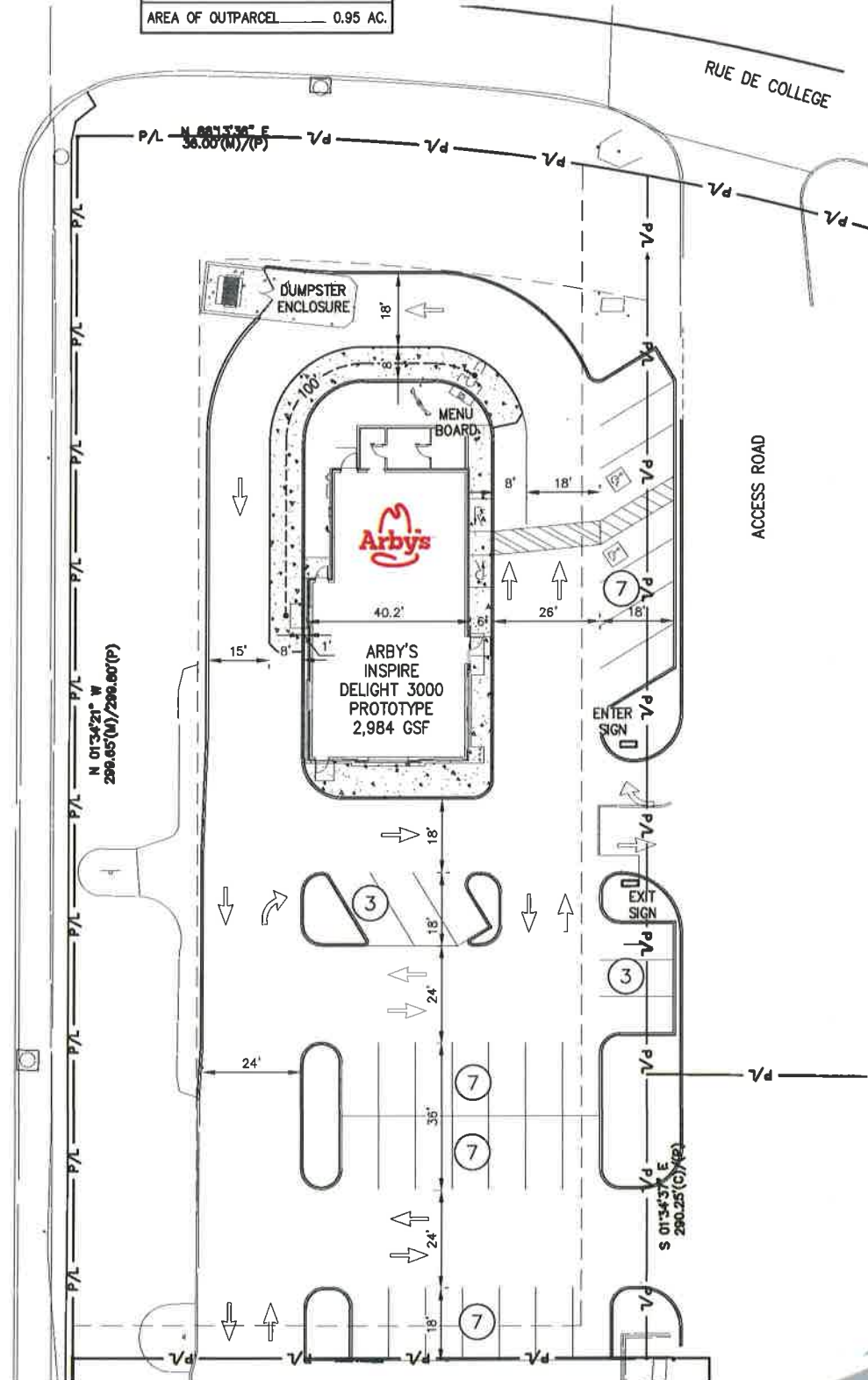
SITE SUMMARY
AREA OF OUTPARCEL: 0.95 AC.

**NUMBER OF
PARKING SPACES**
34

NORTH WEBB ROAD

RUE DE COLLEGE

ACCESS ROAD



NOTES

1. SITE SKETCH IS FOR PRELIMINARY SCHEMATIC PURPOSES ONLY.
2. PROPERTY DIMENSIONS, SITE SQUARE FOOTAGE AND EXISTING SURFACE FEATURES ARE APPROXIMATE AND MAY BE SUBJECT TO CHANGE UPON THE ARRIVAL OF A CERTIFIED SURVEY.
3. ALL DIMENSIONS ARE TO FACE-OF-CURB.
4. SITE SKETCH SHOWN IS ALSO SUBJECT TO APPROVAL BY ARBY'S.

NUMBER OF
PARKING SPACES
51

SITE SUMMARY

AREA OF OUTPARCEL 0.95 AC.



0 10 20 40
1"=40'

Horizontal Scale in Feet

NORTH WEBB ROAD

RUE DE COLLEGE

ACCESS ROAD

30' LANDSCAPE SETBACK

10

12

12

10

EXISTING
ARBY'S

7

N 01°34'21" W
289.65'(M)/299.60'(P)

P/L N 88°13'38" E
38.00'(M)/(P)

S 01°34'37" E
290.25'(C)/(P)

NOTES

1. SITE SKETCH IS FOR PRELIMINARY SCHEMATIC PURPOSES ONLY.
2. PROPERTY DIMENSIONS, SITE SQUARE FOOTAGE AND EXISTING SURFACE FEATURES ARE APPROXIMATE AND MAY BE SUBJECT TO CHANGE UPON THE ARRIVAL OF A CERTIFIED SURVEY.
3. ALL DIMENSIONS ARE TO FACE-OF-CURB.
4. SITE SKETCH SHOWN IS ALSO SUBJECT TO APPROVAL BY ARBY'S.



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item E-7

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area 1 for Site Specific Redevelopment Plan located at 408
East 2nd Street (Weinrich Developments, Inc.)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: April 10, 2018

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.

Weinrich Developments Inc, has an a contract to purchase property owned by the Grand Island CRA at 408 E.2nd Street and has submitted a proposed amendment to the redevelopment plan that would provide acquisition and redevelopment of this property for residential purposes.

The CRA reviewed the proposed development plan on February 14, 2018 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on March 14, 2018. 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 March 7, 2018. The Planning Commission approved Resolution 2018-06 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 267 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 acquisition and redevelopment of this property for 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. 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 \$40,946.

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
February 2018**

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

Executive Summary:

Project Description

THE REDEVELOPMENT PROPERTY LOCATED AT 408 E 2nd STREET FOR RESIDENTIAL USES, INCLUDING ACQUISITION OF PROPERTY, SITE WORK AND CONSTRUCTION OF A NEW THREE-UNIT APARTMENT BUILDING AND ALL REQUIRED OFFSTREET PARKING.

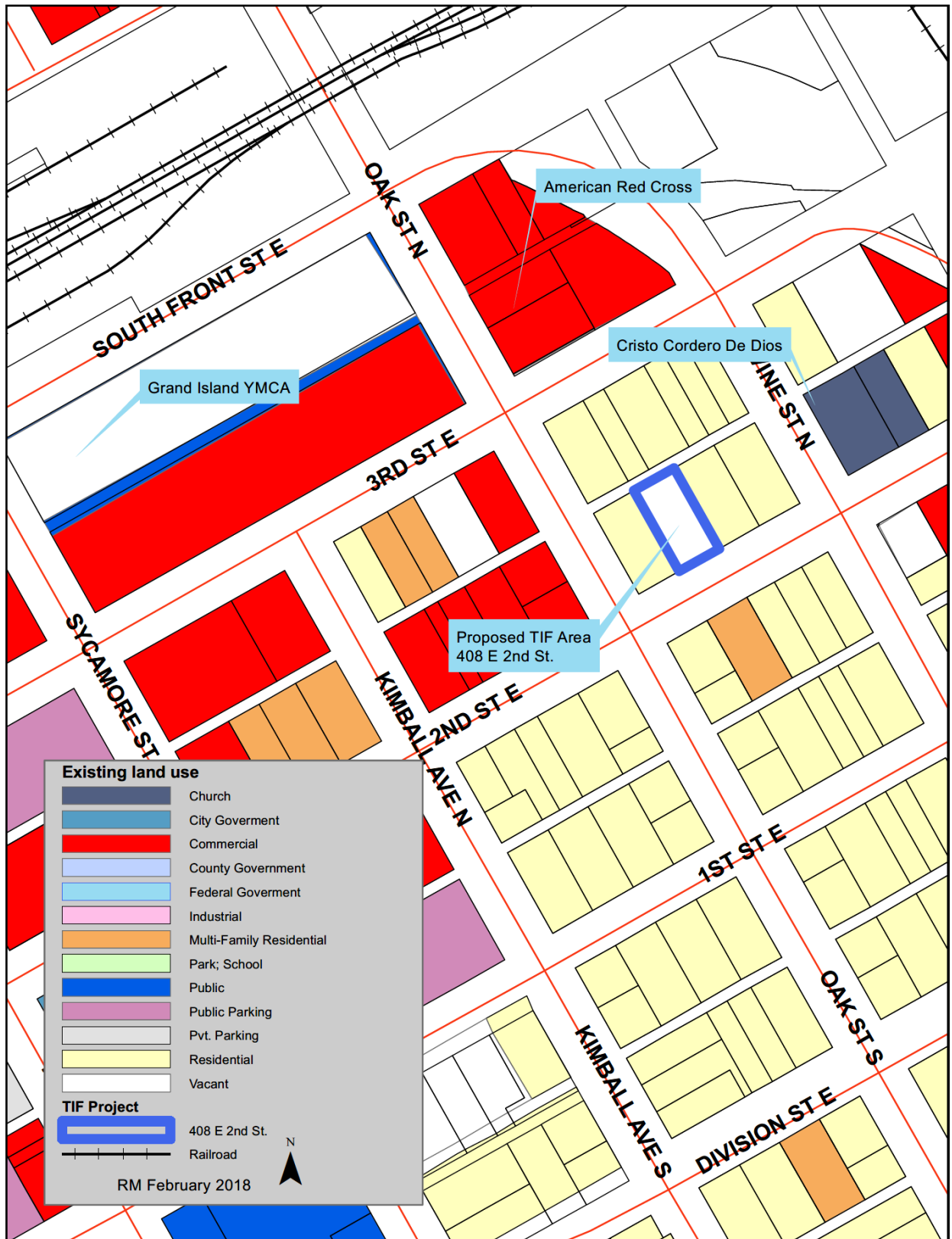
The use of Tax Increment Financing to aid in expenses associated with redevelopment of the property located at 408 E. 2nd Street from a vacant lot to a three unit apartment building. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in developing a piece of property that has been vacant since 2005 into three new apartment units. A structural fire damaged the house that was on the property in 2004; the CRA acquired the property and removed the damaged structure in 2005. The addition of the residential units is consistent with B-3 Heavy Business District and the neighborhood. The additional units are needed to meet the goals of the 2014 Housing Study. This also adds units near Railside consistent with the plans to increase housing opportunities in the area. This project as proposed would not be possible without the use of TIF.

Weinrich Developments Inc. has made an offer to purchase the property from the CRA with the plan to build 3 apartments. Their offer is contingent on the approval of TIF. The property is currently vacant. The developer is responsible for and has provided evidence that they can secure adequate debt-financing to cover the costs associated with this project. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated for up to 15 years for a period beginning January 1, 2020 towards the allowable costs and associated financing for the renovation of this building.

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

408 E 2nd Street in Grand Island Nebraska

Legal Descriptions: Lot Six (6) in Block Seventy (70) Original Town in the City of Grand Island, Hall County, Nebraska



Existing Land Use and Subject Property

The tax increment will be captured for the tax years for which the payments become delinquent in years 2020 through 2033 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of the proposed apartment building as permitted in the B-3 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 up to 15 years after the effective date of this provision as set forth in the Redevelopment Contract, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

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

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

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on March 14, 2018 and passed Resolution 2018-05 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.

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

a. Land Acquisition:

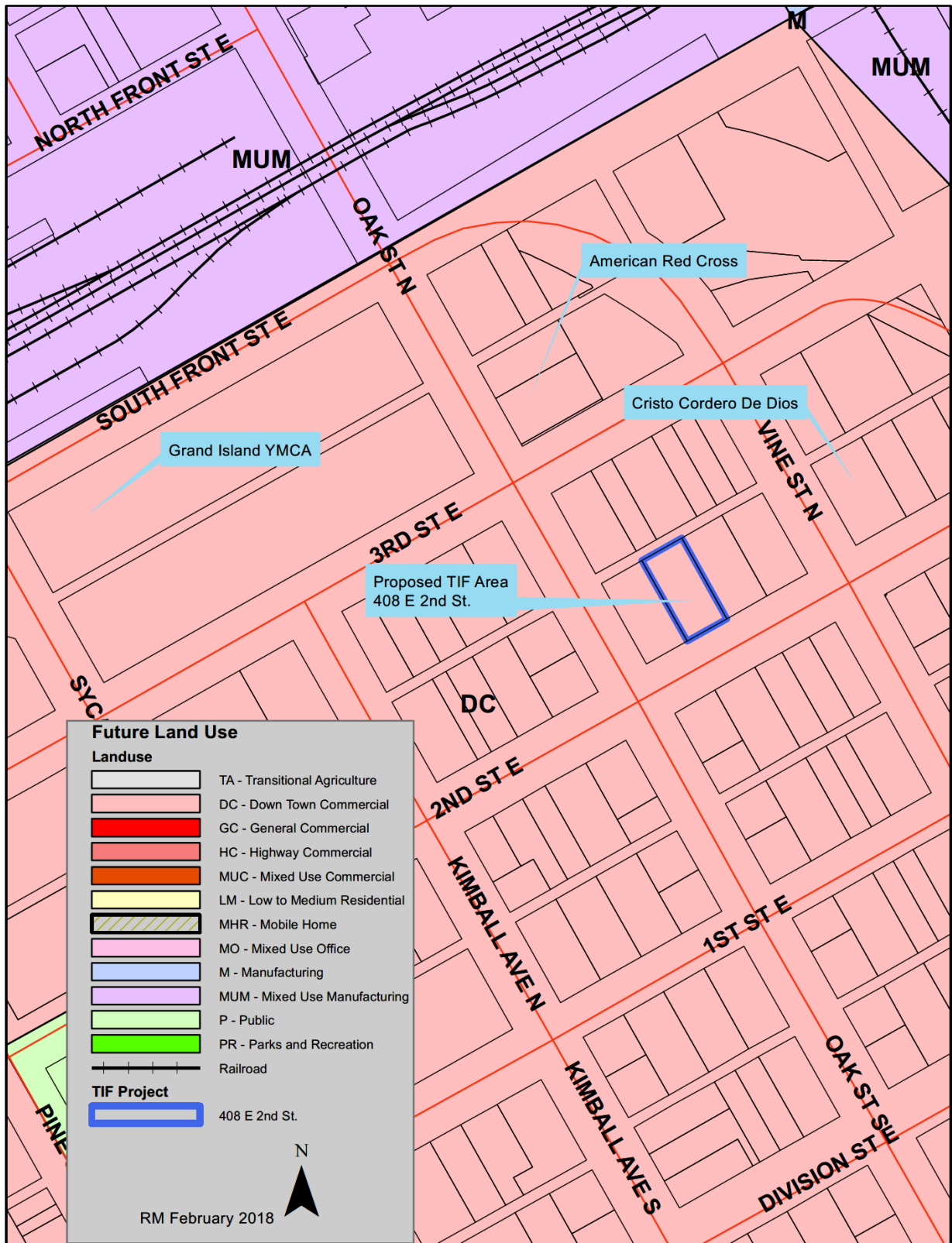
The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. The developer is proposing to acquire the property from the authority. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented does not involve the removal or demolition of any structures.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for Downtown Commercial use which includes higher density housing. This property is in private ownership. [§18-2103(b) and §18-2111]



City of Grand Island Future Land Use Map

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

The area is zoned B-3 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 proposing to increase the number of dwelling units on the property from zero to three. The size of the building and lot coverage will increase, but remain in conformance with the applicable regulations regarding site coverage and intensity of use. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. The developer will be required meet the minimum sewer and water line sizing requirements to serve the number of dwelling units and fixtures.

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

No other utilities would be impacted by the development.

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

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property has been owned by the Authority since 2005 an no structures have been on the property since that time. 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. The property is owned by the Authority. Tom Gdowski, Chair of the CRA is also President of Equitable Bank. Equitable Bank is providing financing to Weinrich Developments Inc. Mr. Gdowski will abstain from any votes on this project.

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

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

The developer has offered the Authority \$15,000 for this property. The estimated costs for this project including acquisition are \$216,178. Site improvements including: tree removal, utility improvements, sidewalks and other flat concrete of \$18,346. Architectural and Engineering planning services of \$2,000 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$5,600 are included as TIF eligible expense. The total of eligible expenses for this project is \$40,946.

This 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 \$40,946 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2019 through December 2033.

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

8. Time Frame for Development

Development of this project is anticipated to be completed between May 2018 and May of 2019. Excess valuation should be available for this project for up to 15 years beginning with the 2019 tax year.

9. Justification of Project

This is a lot that has been vacant since 2005. The proposed construction with a three-unit apartment building will provide new quality housing in an existing neighborhood and remove a structure contributing to blight within the neighborhood.

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

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

Project Sources and Uses. Public funds from tax increment financing in the amount of \$40,946 provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$175,232 in private sector financing and \$42,876 equity investment; a private investment of \$5.32 for every TIF dollar invested.

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Site Acquisition	\$15,000	\$	\$15,000
Site Improvements/Utilities	\$18,346		\$18,346
New Construction Costs		\$175,232	\$175,232
Legal and Plan	\$3,500		\$3,500
Engineering/Arch	\$2,000		\$2,000
City Fees/Reimbursements	\$2,100		\$2,100
Financing Fees		\$4,100	\$4,100
TOTALS	\$40,946	\$179,108	\$220,278

Tax Revenue. The property to be redeveloped has January 1, 2018, valuation of approximately \$8,712. Based on the 2017 levy this would result in a real property tax of approximately \$196. It is anticipated that the assessed value will increase by \$292,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$6,560 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2018 assessed value:	\$ 8,712
Estimated taxable value after completion	\$ 300,000
Increment value	\$ 291,288
Annual TIF generated (estimated)	\$ 6,561
TIF bond issue	\$ \$40,946

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

The redevelopment project area currently has an estimated valuation of \$8,712. The proposed redevelopment will create additional valuation of \$291,288. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. The Grand Island Public School system was notified of this application prior to consideration of this plan by the Grand Island CRA, Regional Planning Commission or City Council. Fire and police protection are available and should not be negatively impacted by this development.

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

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

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

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area.

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

This project is consistent with the goals of Grow Grand Island and the 2014 Housing Study.

Time Frame for Development

Development of this project is anticipated to be completed during between May of 2018 and May of 2019. 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 \$40,946 the projected amount of increment based upon the anticipated value of the project and current tax rate. The developer will spend at least \$40,946 on eligible activities based on the estimates presented. Based on the projected increment the bonds on this project will be paid off in year 7 or 8 depending on final valuation.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Weinrich Developments Inc

Address:

1522 South Gunbarrel Rd, Grand Island, NE 68801

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

Contact:

Sonja Weinrich

Brief Description of Applicant's

Business: Weinrich Developments Inc. is a construction company and
a rental property business. We incorporated in Feb 2014 and have been growing
the property business since that time. We are currently in the middle of a 4 Plex
TIF project.

Present Ownership Proposed Project Site: Community Redevelopment Authority

Proposed Site: 408 E. 2nd St, Grand Island, NE 68801

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

Townhome style tri-plex, each unit approximately 1280 sq feet, 3 bedroom with

1 bath plus 1/2 bath. Vinyl siding. Concrete poured parking area off of the alley.

Each unit is 2 story and 40' x 16'

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ 15,000

B. Building \$ NA

Construction Costs:

A. Renovation or Building Costs: \$ 162,282.40

B. On-Site Improvements: \$ 27,196.00

Soft Costs:

A. Architectural & Engineering Fees: \$ 2,000.00

B. Financing Fees: \$

C. Legal/Developer/Audit Fees: \$ 5,600

City Fees and Attorney Reimbursement

D. Contingency Reserves: \$

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

TIF Financing Fees

TOTAL \$ 216,178.40

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

Source of Financing:

A. Developer Equity: \$

B. Commercial Bank Loan: \$ 206,478.40

Equitable Bank

Tax Credits:

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

2. Historic Tax Credits \$

D. Industrial Revenue Bonds: \$

E. Tax Increment Assistance: \$

F. Other \$

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

General Contractor- Gary Weinrich 1522 S. Gunbarrel, Grand Island, NE 68801

308-390-2710, wnrk@gmail.com

Draftsman- Kevin Edgren, Edgren Designs, 308-850-2546, kevinedgren78@gmail.com

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

(Please Show Calculations)

Approximate Property Value upon completion x 1.872%

\$ 290,000 x .01872 = \$ 5,428.80

Base 15,000 Finished 300,000

285,000 x 0.0225491 = 6420

Project Construction Schedule:

Construction Start Date:

June 1, 2018

Construction Completion Date:

December 1, 2018

If Phased Project:

Year %

Complete

Year %

Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Amount of Incremental Prospective Annual Real Estate Taxes over 2018 and 2019

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

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

This project would improve a blighted area and provide a new Tri Plex.

Cost would be high to build this multifamily property.

Municipal and Corporate References (if applicable). Please identify all other
Municipalities, and other Corporations the Applicant has been involved with, or

has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

Currently in the build stage of a TIF project at 206 S. Plum St, Grand Island, NE

Contact Person: Sonja Weinrich (308) 218-9497

- 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: cnabfity@grand-island.com

Tax Entity	Bond	2017 Levy	2017 Base Taxes
City Levy		0.349845	\$52
	City Bond	0.025768	\$4
CRA		0.02243	\$3
Hall County		0.390571	\$59
Rural Fire			\$0
	Fire Bond*		\$0
GIPS School		1.08	\$162
	2nd Bond	0.06834	\$10
	4th Bond	0.034813	\$5
	5th Bond	0.109327	\$16
ESU 10		0.012375	\$2
CCC		0.094302	\$14
CPNRD		0.03239	\$5
Ag Society		0.002828	\$0
Airport		0.009564	\$1
	Airport Bond	0.019938	\$3
Total Combined		2.252491	\$338

Tax Entity	Bond	2017 Levy	2017 Taxes
City Levy		0.349845	\$997
	City Bond	0.025768	\$73
CRA		0.02243	\$64
Hall County		0.390571	\$1,113
Rural Fire			\$0
	Fire Bond*		\$0
GIPS School		1.08	\$3,078
	2nd Bond	0.06834	\$195
	4th Bond	0.034813	\$99
	5th Bond	0.109327	\$312
ESU 10		0.012375	\$35
CCC		0.094302	\$269
CPNRD		0.03239	\$92
Ag Society		0.002828	\$8
Airport		0.009564	\$27
	Airport Bond	0.019938	\$57
Total Combined		2.252491	\$6,420

Projected Tri-Plex Cost
408 E. 2nd St Grand Island, NE

Acquisition

\$15,000.00

Kitchen

Cabinets	White Shaker Style	\$2,500.00
Hardware		\$100.00
Appliances	Stainless Steel	\$1,700.00
Countertops		\$300.00
Backsplash		\$250.00
Sink		\$250.00
Faucet		\$125.00
Garbage Disposal		\$100.00

Per Unit	\$5,325.00	X	3	
			All Units	\$15,975.00

2nd Floor Full Bath

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

Per Unit	\$1,354.00	X	3	
			All Units	\$4,062.00

1st Floor 1/2 Bath

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

Per Unit	\$704.00	X	3	
			All Units	\$2,112.00

Flooring

Luxury Vinyl Plank	555 sq ft x \$1.10	\$655.00
Plank Adhesive		\$141.00
2nd Floor Carpet		\$1,000.00
2nd flr Vinyl Plank	282 sq ft x \$1.10	\$310.20

	Per Unit	\$2,106.20	X	3		
					All Units	\$6,318.60
EXTERIOR						
Front Door & Hardware	\$250.00	x	3	\$750.00		
Windows- Bedrooms	\$115.00	x	6	\$690.00		
Windows- Lvgrm & Kitch	\$150.00	x	6	\$900.00		
Patio Doors & Hrdware	\$250.00	x	3	\$750.00		\$3,090.00
Siding 3,424 sq ft						
Need 20 sq/ 20 in stock already						\$1,780.00
Have most of the siding already						
Have all soffit, facia, J-mold, outside corners and F-channel						
Front Porch Gable	\$750	x	3			\$2,250.00
Exterior Wall Studs						
2 x 6	240	x	4.69	\$1,125.60		
Top Plate				\$290.00		
Sill Plate				\$210.00		
Headers				\$150.00		\$1,775.60
2nd Story Floor Joists	Qty 38			\$2,504.20		
Joist Hangers				\$320.00		
LVL Beam				\$493.00		
Ridge Beam				\$304.00		\$3,621.20
Interior Wall Studs						
Between Units	x 6s - 1st & 2nd Stories			\$465.00		
1st Story	2 x 4s			\$250.00		
2nd Story	180 Qty - 2 x 4s			\$450.00		
Stair Banister	3 @ \$50.00			\$150.00		\$1,315.00
Sheet Rock						
Ceiling 1st & 2nd Story		5/8"		\$1,340.00		
Exterior walls	1st & 2nd story	1/2"		\$1,005.00		
Between Units	1st & 2nd story	5/8"		\$960.00		
1st Floor walls		1/2"		\$580.00		
2nd floor walls		1/2"		\$1,080.00		\$4,965.00
Sub Floor						
OSB	2nd story	3/4"				\$1,140.00

Stairs

Stringers				\$432.00	
Steps				\$132.00	
Nails				\$50.00	
Stair Nose	\$100 per unit x 3			\$300.00	
					\$914.00

Insulation

Walls	1st & 2nd story	R-15		\$221.00	
Ceiling	R-19	13" deep		\$645.00	
Insulation between units				\$222.00	\$1,088.00

Sheathing

House Wrap				\$235.00	
Ext Wall Sheathing	100 pieces			\$1,300.00	
Nails				\$100.00	
Roof Sheathing	75 Pieces			\$935.00	
Nails				\$100.00	\$2,670.00

Trusses (Gabel)

Common	38 Pieces			\$5,000.00	
End	2			\$322.00	
Misc.				\$150.00	\$5,472.00

Brick & Mortar

Brick	Bottom 4 ft back building				\$1,764.00
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Gutters**\$552.00****Vinyl Fencing**

	Back patio fence and patio dividers			\$1,260.00	
Concrete and forms				\$200.00	
Posts				\$192.00	\$1,652.00

Interior Doors

8 per unit	Price includes hardware	24	x	\$100.00	\$2,400.00
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Sub Contract Labor

Roof

Shingles	31 sq	\$1,970.00	
Wind and ice barrier		\$175.00	
Starter		\$41.00	
Vent		\$150.00	
Felt		\$108.00	
Ridge cap		\$40.00	
Nails		\$100.00	
Gutter apron		\$96.00	
Fascia board		\$150.00	
Drip edge		\$49.00	\$2,879.00

Concrete

Footings	176 L.F.	x \$25.00	\$4,400.00	
House pad	1920 sq ft		\$8,160.00	
Patio pads	3 x 48 = 144 sq ft		\$612.00	
Sidewalk	552 sq ft		\$2,346.00	
Parking Lot	40 x 55 = 2,200 sq ft		\$9,350.00	\$24,868.00

Sheetrock Finisher

\$4,815.00

HVAC

\$15,000.00

Electrical

\$15,000.00

New service to building				\$1,500.00
Pole light in parking lot	1	@	\$1,500.00	\$1,500.00

Plumbing

\$15,000.00

New sewer line to building			\$4,000.00
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Drafting Fees

\$2,000.00

Sub Contract Labor

\$14,000.00

Site prep			\$1,500.00
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Gary Weinrich Labor

\$14,500.00

Site prep			\$1,500.00
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Tree Removal

\$6,000.00

Landscaping

Rocks, mulch and greenery			\$2,500.00
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TOTAL

\$206,478.40

408 E 2nd Street Tri-Plex Project

Prepared January 9, 2018 by Sonja Weinrich

Net Operating Income

Revenue Assumptions:

Unit #1	Monthly rent	Annual Rent
3 bedroom 1.5 bath	\$1,100.00	\$13,200.00
Unit #2		
2 bedroom w/ Den or office 1.5 bath	\$1,100.00	\$13,200.00
Unit #3		
3 bedroom 1.5 bath	\$1,100.00	\$13,200.00
	\$3,300.00	\$39,600.00

Annual Rent	\$39,600.00	Gross Potential Income
	\$1,980.00	
	\$37,620.00	Gross Operating Income

Project Costs

Land	\$15,000	New Building/patio	3984	sq ft
Hard Construction Costs	\$191,478.40			

\$57.01 per building sq ft

Cash Flow

\$1,913.40	\$29,056.80
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\$8,563.20



Address

Address: 408 2ND ST E
 ()
 Type: Multi-Family
 Sub Type:
 BHID: 33733



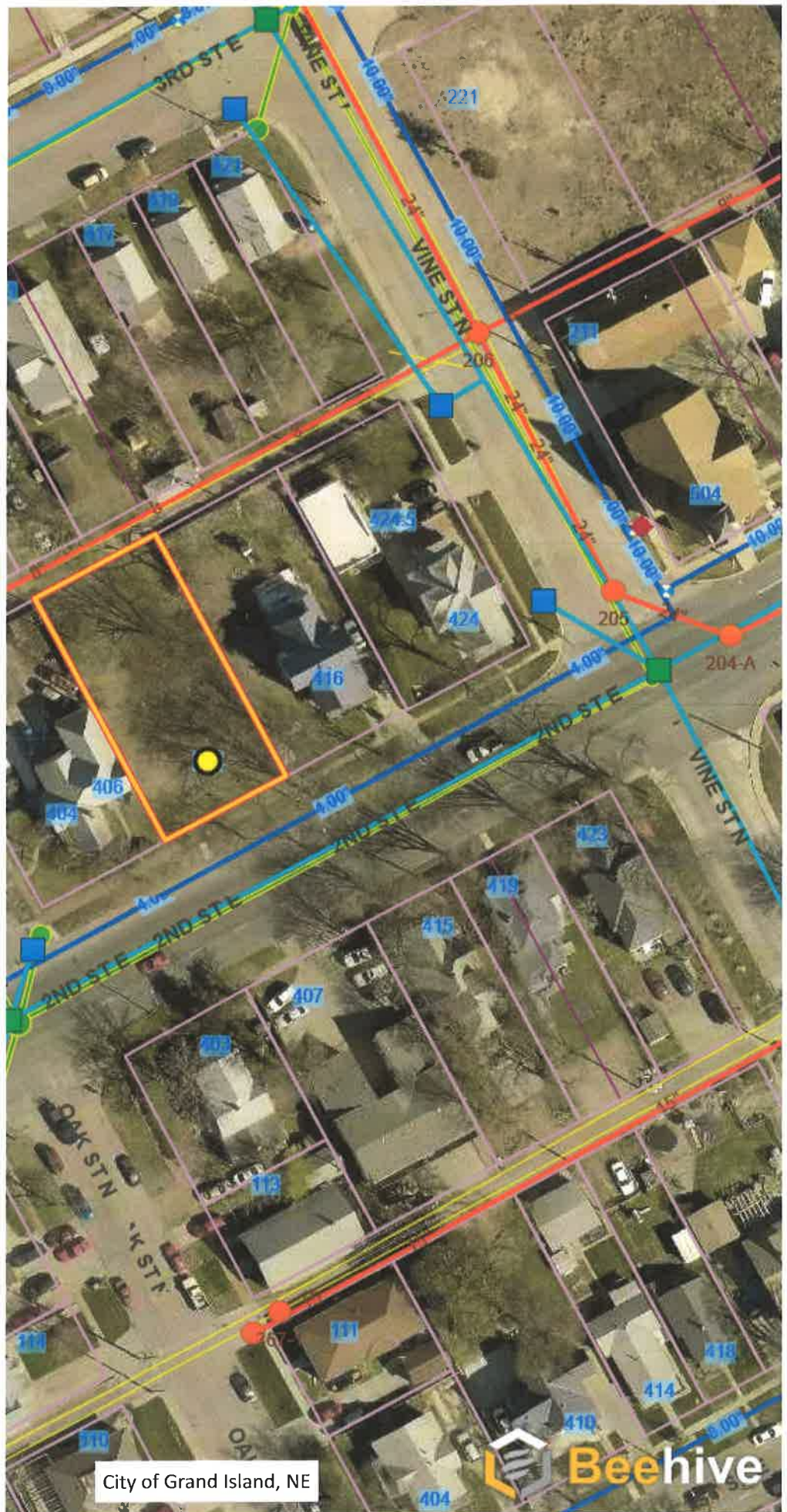
Lot

Register of Deeds
 ()
 Subdivision: Grand Island Original Town
 ()
 Block: 70
 Lot: 6



Parcel

Assessor
 ()
 Treasurer
 ()
 District Information
 ()
 Photos/Sketches
 ()
 Pictometry Online
 ()
 Parcel: 400006022
 Owner: COMMUNITY
 REDEVELOPMENT AUTHORITY
 Situs: 00408 \E 2ND

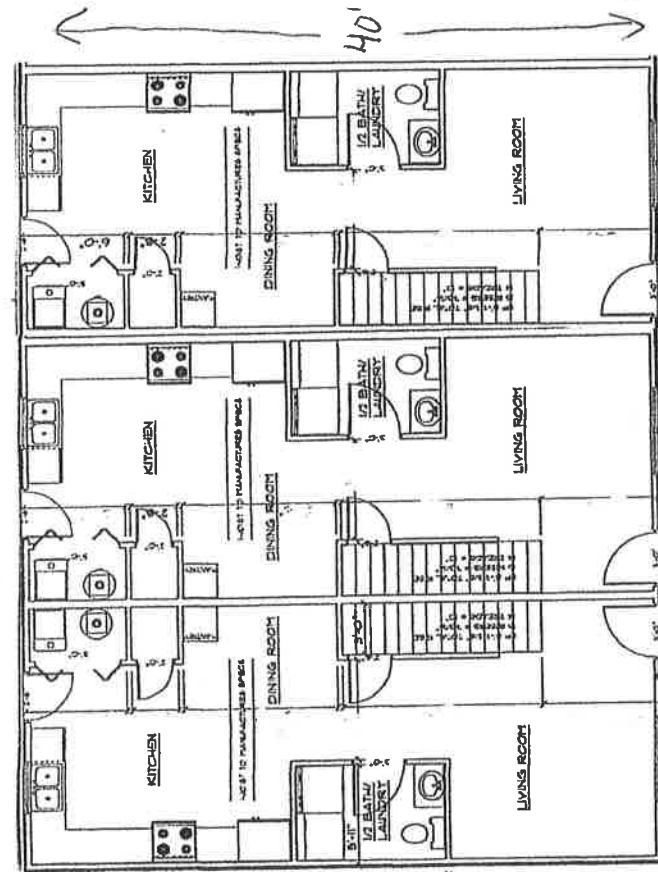


City of Grand Island, NE

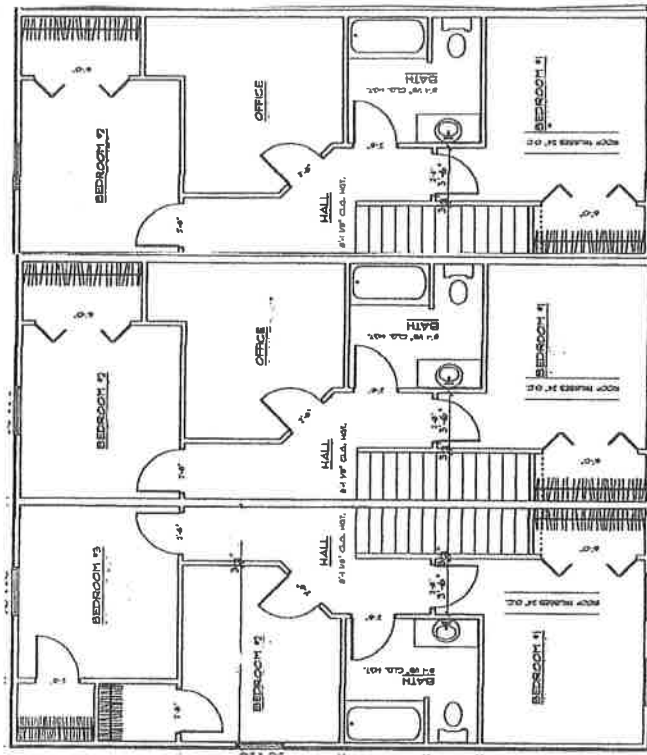


PARKING LOT

STORM SHELTER



1st Floor



2nd Floor



6' → ← Concrete

NEW SIDEWALK

2nd Street

Proposed layout for 408 E. 2nd St. Tri-Plex

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

RESOLUTION NO. 264

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

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


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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 14th day of February, 2018

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

By 
Chairperson

ATTEST:


Secretary

408 E 2nd Street-Weinrich Developments Inc.

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

RESOLUTION NO. 265

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, from Weinrich Developments Inc., (The "Developer") for redevelopment of 408 E. Second Street, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 14th day of February, 2018.

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

By 
Chairperson

ATTEST:


Secretary

Weinrich Developments Inc.

Resolution Number 2018-06

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 408 E 2nd Street by Weinrich Development Inc.** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

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

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

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

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

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

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

DATED: March 14, 2018

**HALL COUNTY REGIONAL PLANNING
COMMISSION**

ATTEST:

By: Leshie E. Ruge
Secretary

By:
Chair

[Signature]
Via Chair

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

RESOLUTION NO. 267

**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 Weinrich Developments Inc, a Nebraska Corporation (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,

Weinrich Developments Inc.-408 E 2nd

recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2. The Authority has conducted a Cost Benefit Analysis for the Project, included in the 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 \$40,946 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 21st day of March, 2018.

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

ATTEST:

By: Glen A. Murray
Chair

By:

CHAD
Secretary

Weinrich Developments Inc.-408 E 2nd

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Lot Six (6) in Block Seventy (70) Original Town in the City of Grand Island, Hall County,
Nebraska, known as 408 E. 2nd Street

* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Weinrich Developments Inc.-408 E 2nd

03.21.18

TO: Community Redevelopment Authority Board Members

FROM: Chad Nabity, Planning Department Director

RE: Bills Submitted for Payment

The following bills have been submitted to the Community
Redevelopment Authority Treasurer for preparation of payment.

City of Grand Island	Administration fees for February	\$ 3,077.73
Fonner Court/Staab Mgt. 1512 S. Locust	Façade Grant Payment	\$ 106,500.00
Gentle Dental	2018 Acc. Closure	\$ 500.00
Hall County Treasurer	Gentle Dental TIF	\$ 7,582.44
The Grand Island Independent	Legal Notices - February	\$ 16.99
	Legal Notices - March	\$ 17.49
Knotwell Geo Analytics	GIS Research and Analysis	\$ 4,580.00
Total:		\$ 122,274.65



February 2, 2018

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 apartments in downtown Grand Island.

The application seeks \$6,409,709 in TIF assistance for the development of the next phases of Copper Creek including 80 additional single family homes with a 2019 sales price of \$185,000.

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

- CRA receives initial application, 4 p.m., February 14.
- Regional Planning Commission holds public hearing 6 p.m., March 14.
- CRA reviews Planning Commission recommendation, 4 p.m. March 21.
- Grand Island City Council holds public hearing and takes action, 7 p.m., April 10.
- CRA considers redevelopment contract, 4 p.m. April 11.

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, April 10, 2018

Council Session

Item F-1

#9683 - Consideration of Amendments to Chapter 32 of the Grand Island City Code Relative to Streets and Sidewalks

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Work Director

Meeting: April 10, 2018

Subject: Consideration of Amendments to Chapter 32 of the Grand Island City Code Relative to Streets and Sidewalks

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

Background

All agreements with the Nebraska Department of Transportation (NDOT) for Federal-aid Transportation projects include the following requirements for encroachments in the public Right-of-Way.

The Local Public Agency (LPA), at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. Also, the LPA agrees to keep the old and new Right-of-Way free of future encroachments, except those specifically authorized by permit.

The LPA must have all encroachments cleared from the Right-of-Way before requesting a Right-of-Way Certificate and must attest to said clearance.

Through guidance from NDOT, underground lawn irrigation systems on the public Right-of-Way are considered encroachments on Federal-aid Transportation projects. Unless required to secure funding, underground lawn irrigation systems no longer need permitting or license agreements to remain in the public Right-of-Way, as long as the LPA allows underground lawn irrigation systems to be placed in the public Right-of-Way.

Discussion

In order to comply with the encroachment requirements specified in the agreements for Federal-aid Transportation projects, Grand Island City Code is being revised to specifically address underground lawn irrigation systems located in public Right-of-Way. This type of encroachment may still require permitting to secure federal funds, but in certain projects this type of encroachment no longer needs to be permitted with a license

agreement to remain in the public Right-of-Way, as long as the LPA allows this type of encroachment within the public Right-of-Way.

Items that are permitted in the public Right-of-Way by license agreements are subject to the requirements of Section 32-71 Indemnification Required.

The reason for this code amendment allows for flexibility based upon the requirement for any given project.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the revisions to Chapter 32 of the City Code.

Sample Motion

Move to approve the ordinance.

ORDINANCE NO. 9683

An ordinance to amend Chapter 32, Article VII, of the City Code of the City of Grand Island; to amend Sections 32-69; 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 32 Streets and Sidewalks, Article VII. Occupancy of Public Right of Way, Section 32-69 is hereby amended to read as follows:

§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.

Approved as to Form	<input type="checkbox"/> _____
April 5, 2018	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9683 (Cont.)

(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:

(A) personal property which is not affixed or attached to the real estate except movable buildings or structures; and

(B) underground lawn ~~sprinkling-irrigation~~ systems encroaching into public Right-of-Way except when license agreements are required to obtain ~~on any improvement project that is to receive~~ Federal or State Transportation Funds ~~shall obtain a license agreement subject to the requirements pursuant to this article~~for an improvement project.

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

(ii) Placement and maintenance of underground lawn irrigation systems and related components in the public Right-of-Way is at the sole risk of the owner thereof. Any such occupancy and use of the public Right-of-Way shall be subject to and inferior to the occupancy and use of the public Right-of-Way by the City, its franchisees, public utilities, and the interests of the general public.

(56) 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

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

ORDINANCE NO. 9683 (Cont.)

SECTION 4. This ordinance shall be in force from and after its passage and publication as provided by law.

Enacted: April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item F-2

#9684 - Consideration of Approving Request to Rezone Property located at 2333 Webb Road from CD Commercial Development to CD Amended Commercial Development (Zanadu, Inc.)

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Chad Nabity

ORDINANCE NO. 9684

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising all of Lot One (1) Block Nine (9) of the Second Amendment to Lot 1 Block 9 of Continental Gardens Subdivision, in the City of Grand Island, Hall County, Nebraska from CD-Commercial Development Zone to an amended CD-Commercial Development Zone approving a change in the development plan as shown on the updated plan approved with this ordinance; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on April 4, 2018, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on April 10, 2018, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from CD-Commercial Development Zone to an amended CD-Commercial Development Zone:

Lot One (1) Block Nine (9) of the Second Amendment to Lot1 Block 9 of Continental Gardens Subdivision, in the City of Grand Island, Hall County, Nebraska

Approved as to Form	▣ _____
April 6, 2018	▣ City Attorney

ORDINANCE NO. 9684 (Cont.)

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance and that the amended development plan be kept in the records of the Hall County Regional Planning Department.

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

Enacted: April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-1

Approving Minutes of March 27, 2018 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 27, 2018

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 March 27, 2018. Notice of the meeting was given in *The Grand Island Independent* on March 21, 2018.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Chuck Haase was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Rosalind Sebastian.

INVOCATION was given by Mayor Jensen followed by the PLEDGE OF ALLEGIANCE.

PRESENTATION AND PROCLAMATIONS:

Recognition of Pete Deleon, Senior Equipment Operator with the Streets Department for 25 Years of Service with the City of Grand Island. Mayor Jensen and the City Council recognized Pete Deleon, Senior Equipment Operator with the Streets Department for 25 years of service with the City of Grand Island. Mr. Deleon was present for the recognition.

Recognition of Dave Chavez, Equipment Operator I for the Streets and Alley Department for 40 Years of Service with the City of Grand Island. Mayor Jensen and the City Council recognized Dave Chavez, Equipment Operator I for the Streets and Alley Department for 40 years of service with the City of Grand Island. Mr. Chavez was present for the recognition.

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

#2018-BE-3 - Consideration of Determining Benefits for Water Main District 469T - Engleman Road from Stolley Park Road North 1/2 Mile. Assistant Utilities Director Ryan Schmitz reported that work had been completed and connection fees had been calculated for Water Main District 469T. Total project cost was \$318,984.38. Connection (tap) fees for properties within the District were \$53.325191 per front foot when customers desired to begin receiving the service. Staff recommended approval.

Motion by Stelk, second by Hehnke to approve Resolution #2018-BE-3. 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 Casey's Retail Company dba Casey's General Store #2732, 4150 W. Highway 30 for a Class "D" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "D" Liquor License had been received from Casey's Retail Company dba Casey's General Store #2732, 4150 W. Highway 30. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 9, 2018; notice to the general public of date, time, and place of hearing published on March 17, 2018; notice to the applicant of date, time, and place of hearing mailed on March 9, 2018; along with Chapter 4 of the City Code. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from Ann M. Graham dba Ann's Getta Way, 2303 E. Highway 30 for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Ann M. Graham dba Ann's Getta Way, 2303 E. Highway 30. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 9, 2018; notice to the general public of date, time, and place of hearing published on March 17, 2018; notice to the applicant of date, time, and place of hearing mailed on March 9, 2018; along with Chapter 4 of the City Code. Staff recommended approval. Ann Graham, 2309 East Hwy 30 spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of the Former Armory Property located at 2900 W. Old Potash Highway. City Attorney Jerry Janulewicz reported that the State of Nebraska issued a public notice soliciting offers for the sale and purchase of the former Nebraska Guard Armory Building at 2900 West Old Potash Highway. Because this property was surrounded on three sides by city park ground and provided much needed public parking for participating in softball activities in the abutting ball fields, the acquisition of the property was deemed to be in the best interests of the City. A purchase agreement was submitted to the State of Nebraska for consideration. The purchase agreement, if accepted by the State, required ratification and approval by council no later than March 28, 2018. Staff recommended approval. Michael Bellezi, 504 Johnson Drive; Vanessa Ward, 4049 Horseshoe Place; and Jeff Cuddeford, 3228 West 17th Street spoke in opposition. No further public testimony was heard.

Public Hearing on Acquisition of Sidewalk Easement at 3812 West 13th Street (Blender, LLC). Public Works Director John Collins reported that a sidewalk easement was needed in connection with the 13th Street & North Road intersection improvements to allow for public use of such adjacent to 3812 West 13th Street. The property owner had signed the necessary document to grant a public sidewalk easement, which allowed for a seven (7) foot wide easement. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9680 – Consideration of Annexation of Property Located at 3406 and 3412 South Blaine Street - Gard Subdivision (Final Reading)

Regional Planning Director Chad Nabity stated this was the third and final reading for the annexation.

Motion by Paulick, second by Donaldson to approve Ordinance #9680 on final reading. Upon roll call vote, all voted aye. Motion adopted.

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

#9681 (A) - Consideration of Creation of Street Improvement District No. 1265; Jay Street – Capital Avenue to Dack Avenue

#9682 - Consideration of Sale of Property Located at 111 East South Front Street to Wing Empire, Inc.

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.

#9681 (A) - Consideration of Creation of Street Improvement District No. 1265; Jay Street – Capital Avenue to Dack Avenue

Public Works Director John Collins reported that this district was being presented at the request of Councilmember Haase, and consisted of Jay Street extending north from Capital Avenue to the existing hard surface portion of Jay Street at Dack Avenue. Requests to pave this section of roadway dated back to 1988 with lack of support to continue with paving improvements for the southern portion of Jay Street (Capital Avenue to Dack Avenue). An alternative to ensure success of this street improvement would be for Council to cause such improvements through Gap Paving. Staff recommended a paving district.

Discussion was held concerning the difference between a paving district and a gap district.

Motion by Minton, second by Fitzke to approve Ordinance #9681 (A).

City Clerk: Ordinance #9681 (A) 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 #9681 (A) 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 #9681 (A) is declared to be lawfully adopted upon publication as required by law.

#9682 - Consideration of Sale of Property Located at 111 East South Front Street to Wing Empire, Inc.

Public Works Director John Collins reported that Wing Empire, Inc. was the owner of 115 East South Front Street; a building formerly used by Williams Furniture and was now the location of Prairie Pride Brewery. Access to the Prairie Pride business and the business' outdoor deck was located at the west side of the building and upon the easterly 8 feet of Lot 3, Block 54, Original Town of Grand Island. Lot 3 was owned by the City of Grand Island. Lots 3 and 4 comprise the land utilized for public parking at the southeast corner of the intersection of Pine Street and East South Front Street. Prairie Pride's business was dependent upon this public access, thus it was seeking to purchase this 8-foot wide strip in order to provide permanence to its continued use. A Purchase Agreement for a cash payment of \$4,847.00 with Wing Empire, Inc. for the sale of the above described property was recommended for approval.

City Attorney Jerry Janulewicz stated the adjoining property owner had signed a license agreement.

Motion by Donaldson, second by Paulick to approve Ordinance #9682.

City Clerk: Ordinance #9682 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 #9682 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 #9682 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of March 13, 2018 City Council Regular Meeting.

Approving Minutes of March 20, 2018 City Council Study Session.

#2018-74 - Approving Request from Casey's Retail Company dba Casey's General Store #2732, 4150 W. Highway 30 for a Class "D" Liquor License and Liquor Manager Designation for Tina Krings, 1212 Blue Stem Circle, Norfolk, Nebraska.

#2018-75 - Approving Request from Ann M. Graham dba Ann's Getta Way, 2303 E. Highway 30 for a Class "C" Liquor License.

#2018-76 - Approving Final Plat and Subdivision Agreement for Gard Subdivision. It was noted that Randy and Vicki Gard, owners had submitted the Final Plat and Subdivision Agreement for Gard Subdivision located south of U.S. Highway 34 and west of Blaine Street for the purpose of creating 3 lots on 19.024 acres.

#2018-77 - Approving the Benefits for Water Main District 469T - Engleman Road from Stolley Park Road North 1/2 Mile.

#2018-78 - Approving Interlocal Agreement with Grand Island Public Schools for Improvements to William Street. Councilmember Steele abstained from voting.

#2018-79 - Approving Acquisition of Sidewalk Easement at 3812 West 13th Street (Blender, LLC).

#2018-80 - Approving Temporary Construction Easement for 13th Street Paving Improvements; Project No. 2018-P-1 (Blender, LLC).

#2018-81 - Approving Request from the YMCA for Permission to Use City Streets, Hike/Bike Trail, and State Highway for the 2018 Nebraska State Fair Marathons.

#2018-82 - Approving License Agreement Application Fee Waiver in Connection with Stolley Park Road Reconfiguration; City Project No. 2015-P-1 – Federal Aid Project No. HSIP-5402(5), Control No. 42812.

#2018-83 - Approving Change Order No. 1 for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$36,056.10 and a Revised Contract Amount of \$783,601.66.

#2018-84 - Approving Amendment No. 3 to Engineering Consulting Agreement for Sanitary Sewer Collection System Rehabilitation – Various Locations with Alfred Benesch & Company of Lincoln, Nebraska in an Amount not to exceed \$29,000.00 and a Revised Contract Amount of \$160,081.82.

#2018-85 - Approving Bid Award for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1 with Midlands Contracting, Inc. of Kearney, Nebraska in an Amount of \$1,647,665.35.

#2018-86 - Approving Update to Fee Schedule to Incorporate Storm Water Fees.

RESOLUTIONS:

#2018-87 - Consideration of Approving Request from Robert & Michelle Fry for a Non-Conforming Use to Replace a Fire Damaged Dwelling with a Modular Dwelling at 3585 N. Highway 281. Building Department Director Craig Lewis reported that a request had been made by Robert & Michelle Fry for approval to replace a fire damaged dwelling on the property located at 3585 N. Highway 281 with a modular dwelling. Staff recommended approval.

Motion by Donaldson, second by Minton to approve Resolution #2018-87. Upon roll call vote, all voted aye. Motion adopted.

#2018-88 - Consideration of Approving Acquisition of the Former Armory Property located at 2900 W. Old Potash Highway. This item was related to the aforementioned Public Hearing. Mayor Jensen and City Administrator Marlan Ferguson stated this purchase would be paid for with Keno Funds which were set aside for Capital costs for the Parks & Recreation Department. There would be no funds paid out of the General Fund for this purchase.

City Attorney Jerry Janulewicz answered questions regarding due diligence with environmental issues. Concerns were brought up by Council regarding the building structure. Real Estate Agent Chuck Winkler commented on the market analysis and how they came up with the price. He used comparable sales.

Parks & Recreation Director Todd McCoy talked about long term possibilities. They could immediately use the building for a staging area and storage for park equipment. Office space could be used for softball and the building would be ideal for a shelter with the parks surrounding it. This building could also be a future recreation building. Mentioned were possible uses for the Transit program.

Motion by Nickerson, second by Minton to approve Resolution #2018-88. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Stelk, and Nickerson voted aye. Councilmembers Paulick, Hehnke, and Jones voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of March 14, 2018 through March 27, 2018 for a total amount of \$4,182,731.94. Upon roll call vote, Councilmembers Minton, Steele, Fitzke, Donaldson, Hehnke, Jones, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:29 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-2

**Approving Request from Deanna Frankforter, 2611 Apache Road
for Liquor Manager Designation for Pumpers, 1904 No. Diers
Avenue**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 10, 2018

Subject: Request from Deanna Frankforter, 2611 Apache Road for Liquor Manager Designation with Pumpers, 1904 No. Diers Avenue

Presenter(s): RaNae Edwards, City Clerk

Background

Deanna Frankforter, 2611 Apache Road has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Pumpers, 1904 No. Diers Avenue.

This application has been reviewed by the Police Department and City Clerk's Office. See Police Department report attached.

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from Deanna Frankforter, 2611 Apache Road for Liquor Manager Designation in conjunction with the Class “D-072064” Liquor License for Pumpers, 1904 No. Diers Avenue.

03/23/18
14:05

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

450
Page: 1

Incident number : L18031743
Sequence number : 1
Name : Vitera D
Date : 13:48:05 03/23/2018
Narrative : (see below)
318

Grand Island Police Department
Supplemental Report

Date, Time: Fri Mar 23 13:48:14 CDT 2018
Reporting Officer: Vitera
Unit- CID

Deanna Frankforter is applying to become the liquor manager at Pumpers. According to Deanna's application, she has lived in Grand Island since 2001. She is married to Scott Frankforter who signed a Spousal Affidavit of Non-Participation form. Deanna did not disclose any criminal convictions.

I checked Deanna through Spillman and NCJIS. I did not find any potential convictions in Spillman. Deanna has two speeding convictions from 2003 listed in NCJIS. Deanna has a valid Nebraska driver's license and no outstanding warrants for her arrest. I also checked Deanna through a law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I did not find anything out of the ordinary.

The Grand Island Police Department has no objection to Deanna Frankforter becoming the liquor manager at Pumpers.

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City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-3

**Approving Request from Beverly Wolfe, 1608 Coventry Lane for
Liquor Manager Designation for Platt Duetsche, 1315 West Anna
Street**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 10, 2018

Subject: Request from Beverly Wolfe, 1608 Coventry Lane for Liquor Manager Designation with Platt Duetsche, 1315 West Anna Street

Presenter(s): RaNae Edwards, City Clerk

Background

Beverly Wolfe, 1608 Coventry Lane has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Platt Duetsche, 1315 West Anna Street.

This application has been reviewed by the Police Department and City Clerk's Office. See Police Department report attached.

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from Beverly Wolfe, 1608 Coventry Lane for Liquor Manager Designation in conjunction with the Class “C-001472” Liquor License for the Platt Duetsche, 1315 West Anna Street contingent upon completion of a state approved alcohol server/seller training program.

Grand Island Police Department
Supplemental Report

Date, Time: Mon Apr 02 10:01:58 CDT 2018
Reporting Officer: Vitera
Unit- CID

Beverly Wolfe is applying to become the liquor manager at the Platt Duetsche. According to her application, Beverly is married to Robert Wolfe, and they have lived in Grand Island since 1988. Robert signed a Spousal Affidavit of Non-Participation form. Beverly did not disclose any criminal convictions.

I checked Beverly through Spillman and NCJIS. She has an entry in Spillman, but there is no indication of potential criminal convictions. NCJIS shows that Beverly was convicted of a stop sign violation in 1999 and speeding in 2004. Beverly has a valid Nebraska driver's license and no outstanding warrants for her arrest. I also checked Beverly through a law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I did not find anything out of the ordinary.

The Grand Island Police Department has no objection to Beverly Wolfe becoming the liquor manager at the Platt Duetsche.



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-4

#2018-89 - Approving Acquisition of Utility Easement - 3304 E. Seedling Mile Road - Hemmingsen

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2018-89

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

WHEREAS, a public hearing was held on April 10, 2018, for the purpose of discussing the proposed acquisition of utility easement located through a part of the Southeast Quarter of the Southeast Quarter (SE ¼, SE ¼) Section Eleven (11), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southwest corner of Southeast Quarter of the Southeast Quarter (SE1/4,SE1/4), Section Eleven (11), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Grand Island, Hall County, Nebraska; thence easterly along the southerly line of said Southeast Quarter of the Southeast Quarter (SE1/4,SE1/4), a distance of five hundred sixty one (561.0) feet to the Southeast corner of a tract of land described in Instrument 200508159 recorded in the Register of Deeds Office, Hall County, Nebraska; thence northerly along the easterly line of said tract of land described in Instrument 200508159, a distance of thirty three (33.0) feet to a point on the northerly right-of-way line of Seedling Mile Road, being the ACTUAL Point of Beginning; thence continuing northerly along the easterly line of said tract of land described in Instrument 200508159, a distance of twenty five (25.0) feet; thence westerly and parallel with the northerly right-of-way line of said Seedling Mile Road, a distance of fifteen (15.0) feet; thence southerly and parallel with the with the easterly line of said tract of land described in Instrument 200508159, a distance of twenty five (25.0) feet to a point on the northerly right-of-way line of said Seedling Mile Road; thence easterly along the northerly right-of-way line of said Seedling Mile Road, a distance of fifteen (15.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a calculated area of 375.0 square feet more or less, as shown on the plat dated 2/16/2018, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

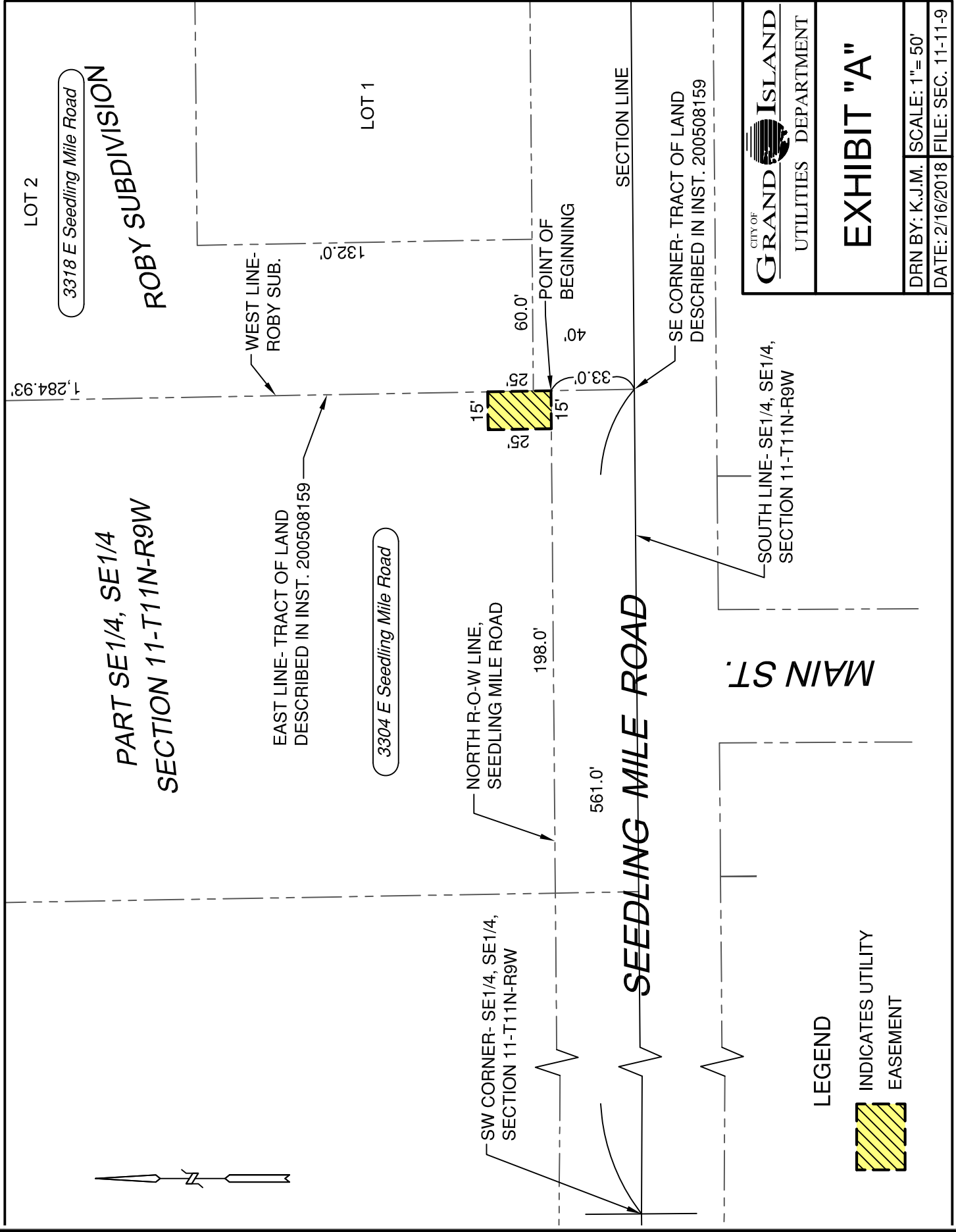
Approved as to Form	□ _____
April 6, 2018	□ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
<h1>EXHIBIT "A"</h1>	
DRN BY: K.J.M.	SCALE: 1"= 50'
DATE: 2/16/2018 FILE: SEC. 11-11-9	



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-5

#2018-90 - Approving Acquisition of Utility Easement - 2304 E. Seedling Mile Road - A O M Machining, L.L.C.

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2018-90

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

WHEREAS, a public hearing was held on April 10, 2018, for the purpose of discussing the proposed acquisition of a ten (10) foot wide utility easement located through a part of Lot Five (5) Stehr's Subdivision, in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The westerly ten (10.0) feet of the easterly twenty (20.0) feet of Lot Five (5), Stehr's Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 0.031 acres more or less, as shown on the plat dated 3/12/2018, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

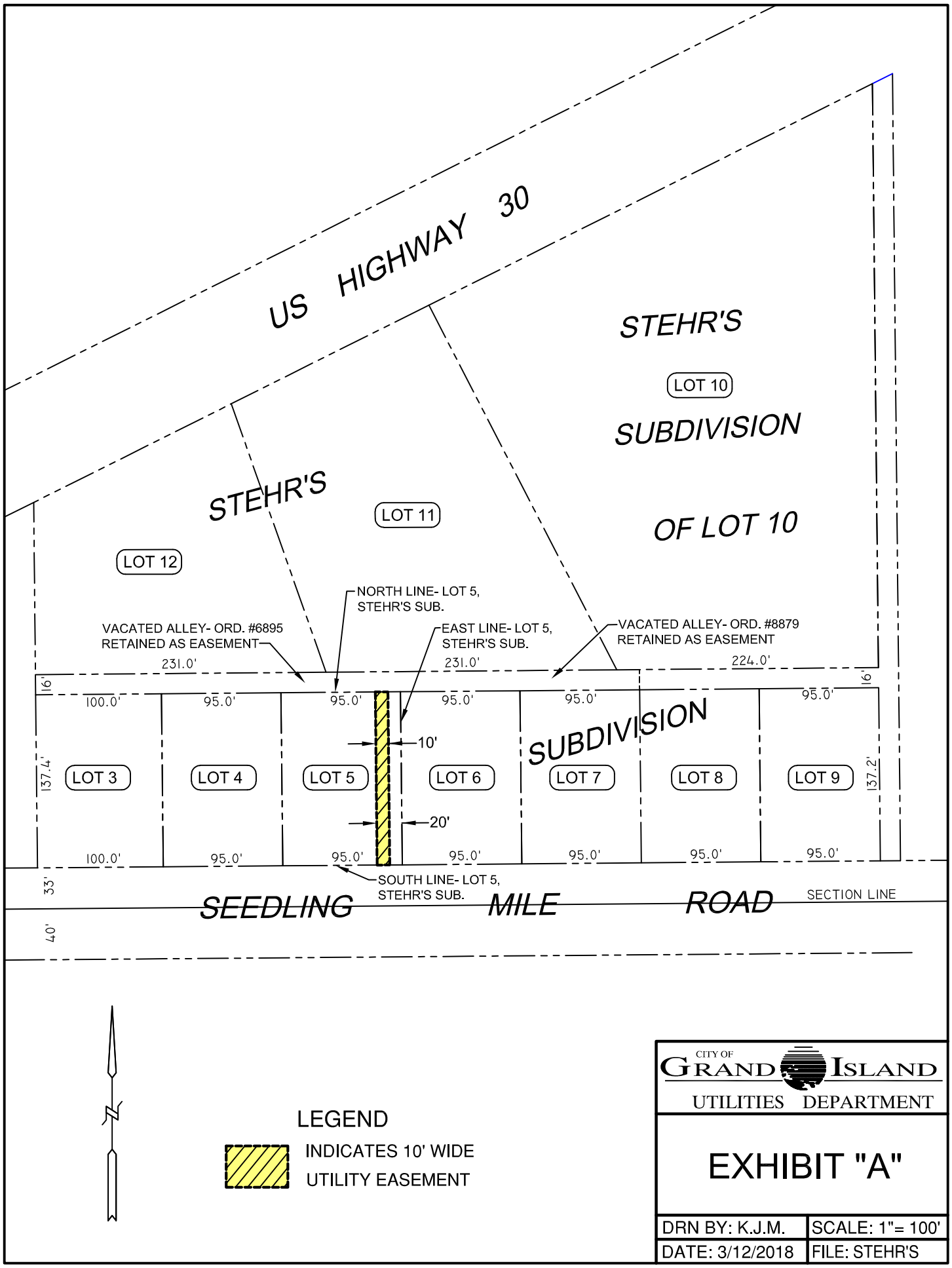
Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2018	☐ City Attorney





City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-6

#2018-91 - Approving Acquisition of Utility Easement - 3950 St. Paul Road - Mettenbrink

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2018-91

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

WHEREAS, a public hearing was held on April 10, 2018, for the purpose of discussing the proposed acquisition of utility easement located through a part of the North Half of the Northeast Quarter (N ½, NE ¼), Section Sixteen (16), Township Twelve (12) North, Range Nine (9) West of the 6th PM in Hall County, Nebraska; and more particularly described as follows:

Commencing at the Northeast corner of the North Half of the Northeast Quarter (N1/2,NE1/4), Section Sixteen (16), Township Twelve (12) North, Range Nine (9) West of the 6th PM, in Hall County, Nebraska; thence southerly, along the easterly line of said North Half of the Northeast Quarter (N1/2,NE1/4), a distance of one five hundred seventy nine and twenty one hundredths (579.21) feet; thence deflecting right 89°13'43" and running in a westerly direction, a distance of thirty three (33.0) feet to a point on the westerly right-of-way line of Saint Paul Road, being the ACTUAL Point of Beginning; thence continuing westerly, a distance of two hundred fifty (250.0) feet to the point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above easement and right of way containing 0.11 acres, more or less, as shown on the plat dated 3/22/2018, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

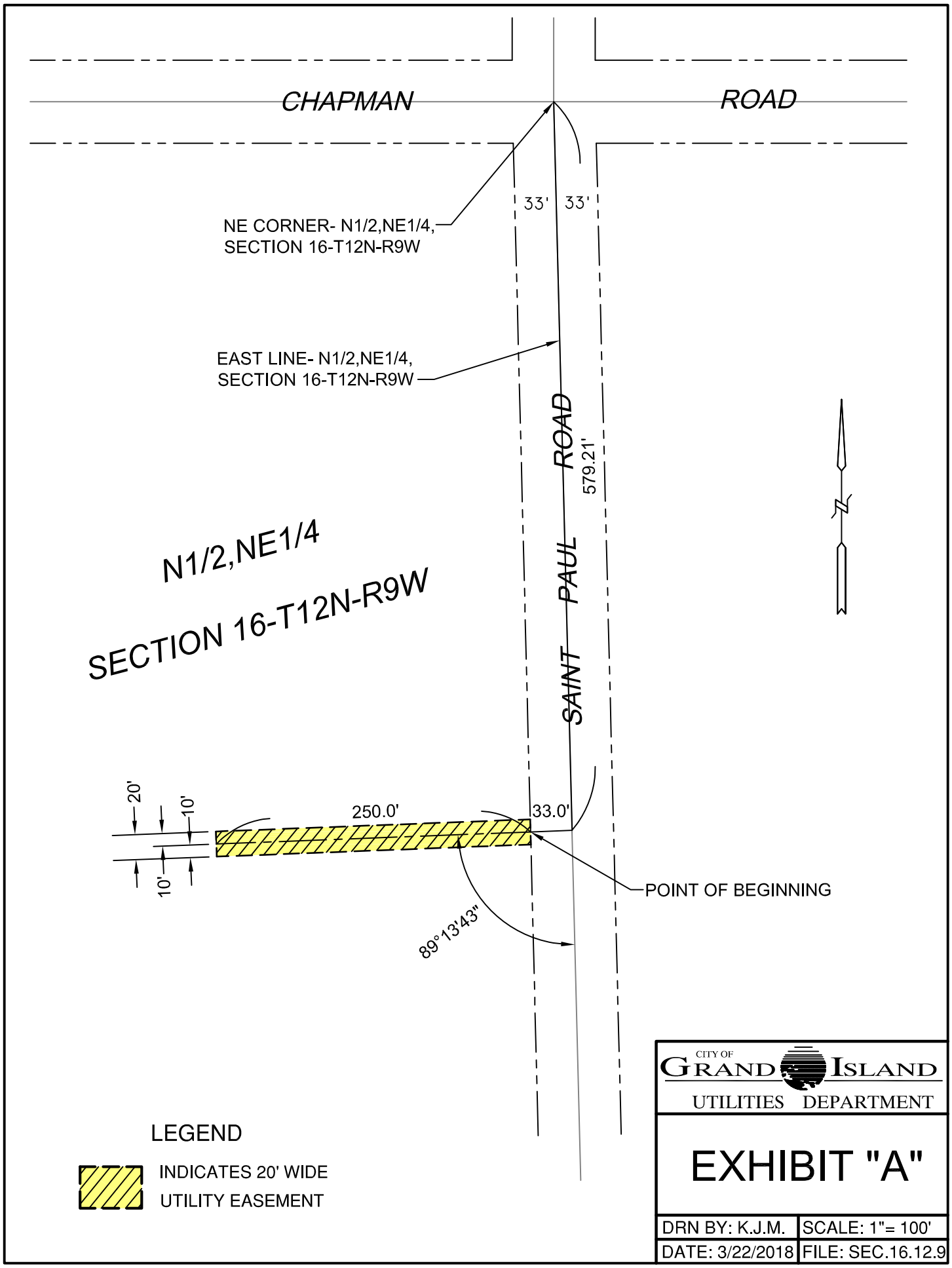
Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2018	☐ City Attorney





City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-7

#2018-92 - Approving Bid Award - Platte Generating Station Coal Crusher Replacement

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: April 10, 2018

Subject: Coal Crusher Replacement at Platte Generating Station

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

Background

The coal that is delivered from the mine is larger than what can be used in the boiler. The coal crusher reduces the size of the coal before it is sent to the bunkers inside the plant. In the plant, the coal is then passed through pulverizers that reduce the size of the coal further for firing in the boiler. This 30 year old piece of equipment has worn out to the point where it is not cost effective to rebuild it and needs to be replaced.

Discussion

Specifications for the Coal Crusher Replacement were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on March 27, 2018. The engineer's estimate for this project was \$200,000.00.

Bidder	Bid Price
American Pulverizer Company St. Louis, Missouri	\$175,500.00

Staff sent specifications for a replacement crusher to three companies. One that has these crushers declined to bid. Another had a crusher that would work, but determined it was too large to cost effectively get into the crusher building where the machine is located and would require additional expensive coal chute modifications. They therefore declined to bid as well. The third company is the manufacturer of the original crusher and submitted a bid on a new crusher almost identical to the original at an installed cost of \$175,500.00. The American Pulverizer Company's bid was reviewed by plant engineering staff, is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for the Coal Crusher Replacement at Platte Generating Station, to American Pulverizer Company of St. Louis, Missouri, as the low responsive bidder, with the bid in the amount of \$175,500.00.

Sample Motion

Move to approve the bid in the amount of \$175,500.00, from American Pulverizer Company for the Coal Crusher Replacement at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 27, 2018 at 2:00 p.m.
FOR: PGS Coal Crusher Replacement
DEPARTMENT: Utilities
ESTIMATE: \$200,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: March 9, 2018
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: American Pulverizer
St. Louis, MO
Bid Security: Travelers Casualty and Surety Company of America
Exceptions: Noted

Bid Price:
Material: \$125,500.00
Labor: \$ 50,000.00
Sales Tax: N/A
Total: \$175,500.00

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utilities Secretary

Pat Gericke, Utilities Admin. Assist.
William Clingman, Interim Finance Director
Darrell Dorsey, PGS Plant Supt.

P2042

RESOLUTION 2018-92

WHEREAS, the City of Grand Island invited sealed bids for Replacement of the Coal Crusher at the Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 27, 2018, bids were received, opened and reviewed; and

WHEREAS, American Pulverizer Company of St. Louis, Missouri, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$175,500.00; and

WHEREAS, the bid of American Pulverizer Company is less than the estimate for the Replacement of the Coal Crusher at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of American Pulverizer Company in the amount of \$175,500.00 for the Replacement of the Coal Crusher at the Platte Generating Station, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 6, 2018	▣ City Attorney



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-8

#2018-93 - Approving Purchase of 2019 Ford F-250 4x4 Truck with Utility Body for the Utilities Department Water Shop

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

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

Meeting: April 10, 2018

Subject: Approving State Bid for (1) 2019 Ford F250 Truck with Utility Body – Utilities Department, Water Shop

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Water Division of the Utilities Department budgeted for the replacement of Unit #921 – a 2004 pick-up with 98,244 miles, used for operating water line valves and fire hydrants to maintain the City's water distribution system; make new and replacement water service taps, respond to customer and contractor's needs and to provide support for various projects. It is used in all areas of the City daily and must be available for use 24/7 in all types of weather. The truck has recently developed oil and coolant leaks and is experiencing problems with EGR system and the turbo for the diesel engine. The approved FY 2017 - 2018 Budget included \$50,000.00 for replacement of this pickup in the Water Division.

Discussion

The vehicle specifications awarded under State of Nebraska Contract #14653 OC meets all of the requirements for the Water Division vehicle. By using the State Contract, all dealers within Grand Island and the rest of the state have had the opportunity to bid on the contract. Sid Dillon of Ceresco, Nebraska, submitted a bid with no exceptions in the amount of \$48,644.00. There are sufficient funds for this purchase in the Water Division's budget.

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 State Bid Award to Dillon of Ceresco, Nebraska, in the amount of \$48,644.00 for the 2019 Ford F250 4-door, 4x4 pickup including utility body, for the Utilities Department, Water Division.

Sample Motion

Move to approve the State Bid Award to Sid Dillon of Ceresco, Nebraska, in the amount of \$48,644.00 for the 2019 Ford F250 4x4, 4-door pickup including utility body, for the Utilities Department, Water Division.

RESOLUTION 2018-93

WHEREAS, the Water Division of the Utilities Department for the City of Grand Island, budgeted for a vehicle in the 2017 - 2018 fiscal year; and

WHEREAS, said vehicle, a 2019 F-250 Ford 4x4 pickup including service body, can be obtained from the State Contract holder under State Contract #14653 OC; and

WHEREAS, the State Contract holder, Sid Dillon of Ceresco, Nebraska, came in with the low bid of \$48,644.00, without exceptions; and

WHEREAS, purchasing the vehicle from the State Contract meets all statutory bidding requirements, and

WHEREAS, the funding for such vehicle is provided in the 2017 - 2018 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2019 F-250 Ford 4x4 pickup including service body in the amount of \$48,644.00 from the State Contract holder, Sid Dillon of Ceresco, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 6, 2018	▣ City Attorney



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-9

**#2018-94 - Approving Engineering Consulting Agreement for
Transfer Station Operations and Facility Improvement Study**

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: April 10, 2018

Subject: Approving Engineering Consulting Agreement for Transfer Station Operations and Facility Improvement Study

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

Background

On January 31, 2018 the Engineering Division of the Public Works Department advertised for Engineering Consulting Services for Transfer Station Operations and Facility Improvement Study for the Solid Waste Division, with fifteen (15) potential respondents.

The current Solid Waste Transfer Station building, which is located at 5050 West Old Potash Highway, was constructed in 1981 and is no longer large enough to handle the current traffic and/or waste flows. This study is to look at traffic patterns, investigate potential improvement/expansion ideas to enhance operations and allow for present business as well as projected future conditions. An updated rate study is also part of this investigation.

Customer counts at the Transfer Station have increased by 173%, with a tonnage increase of 124% from FY 2000 to FY 2017.

- FY 2000 = 10,345 customers and 28,578 tons
- FY 2017 = 28,236 customers and 63,910 tons

Discussion

Three (3) engineering firms submitted qualifications for the engineering consulting services for Transfer Station Operations and Facility Improvement Study. SCS Engineers of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule / approach (40%)

- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for SCS Engineers services will be provided on a time and expense basis not to exceed \$60,130.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with SCS Engineers of Omaha, Nebraska, in the amount of \$60,130.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATION
FOR
TRANSFER STATION OPERATIONS & FACILITY IMPROVEMENT STUDY**

RFP DUE DATE: February 22, 2018 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: January 31, 2018
NO. POTENTIAL BIDDERS: 15

SUMMARY OF PROPOSALS RECEIVED

Engineering Solutions & Design, Inc.
Overland Park, KS

SCS Engineers
Omaha, NE

HDR Engineering, Inc.
Omaha, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
William Clingman, Interim Finance Director
Jeff Wattier, Solid Waste Superintendent

P2035

RESOLUTION 2018-94

WHEREAS, on January 31, 2018 the Engineering Division of the Public Works Department advertised for Engineering Consulting Services for Transfer Station Operations and Facility Improvement Study for the Solid Waste Division; and

WHEREAS, on February 22, 2018 three (3) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria SCS Engineers of Omaha, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and SCS Engineers wish to enter into an agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Consulting Services Agreement between the City of Grand Island and SCS Engineers of Omaha, Nebraska for engineering consulting services related to Transfer Station Operations and Facility Improvement Study for the Solid Waste Division, in the amount of \$60,130.00, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2018	☐ City Attorney



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-10

#2018-95 - Approving Addition to 2018 One Year Street Improvement Plan

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: April 10, 2018

Subject: Approving Addition to 2018 One Year Street Improvement Plan

Presenter(s): John Collins, Public Works Director

Background

On March 27, 2018, via Resolution No. 2018-78 City Council approved the Interlocal Agreement with GIPS for equal cost sharing of the William Street Improvements; NBCS Project No. M-310(652); City of Grand Island Project No 2018-P-7.

The William Street Improvements project will realign William Street with Spring Road on the north side of Stolley Park Road.

To meet the Nebraska Board of Classifications and Standards (NBCS) requirements, a revision/addition to the One-Year Plan must be submitted for construction projects taking place within that calendar year that were not previously listed on the One-Year Plan.

Discussion

The Grand Island City Council adopted the current One-and Six-Year Street Improvement Plan on December 12, 2017, via Resolution 2017-351.

Revisions or Additions to the One-Year Plan must be approved by Council Resolution prior to submitting to the NBCS.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the addition of William Street Improvements; NBCS Project No. M-310(652) to the 2018 One-Year Street Improvement Plan.

Sample Motion

Move to approve the resolution.

RESOLUTION 2018-95

WHEREAS, the City Council approved the 2018 One- and Six-Year Street Improvement Plan on December 12, 2018; and

WHEREAS, William Street Improvements, NBCS Project No. M-310(652), has been approved for construction in the 2018 Calendar Year; and

WHEREAS, the Nebraska Board of Classifications and Standards requires a Notification of Revision/Addition of the One-Year Street Improvement Plan be submitted for construction of projects not currently listed on the One-Year Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the addition of the William St Improvements, NBCS Project No. M-310(652), to the 2018 One-Year Street Improvement Plan is hereby approved and adopted by this Council.

- - -

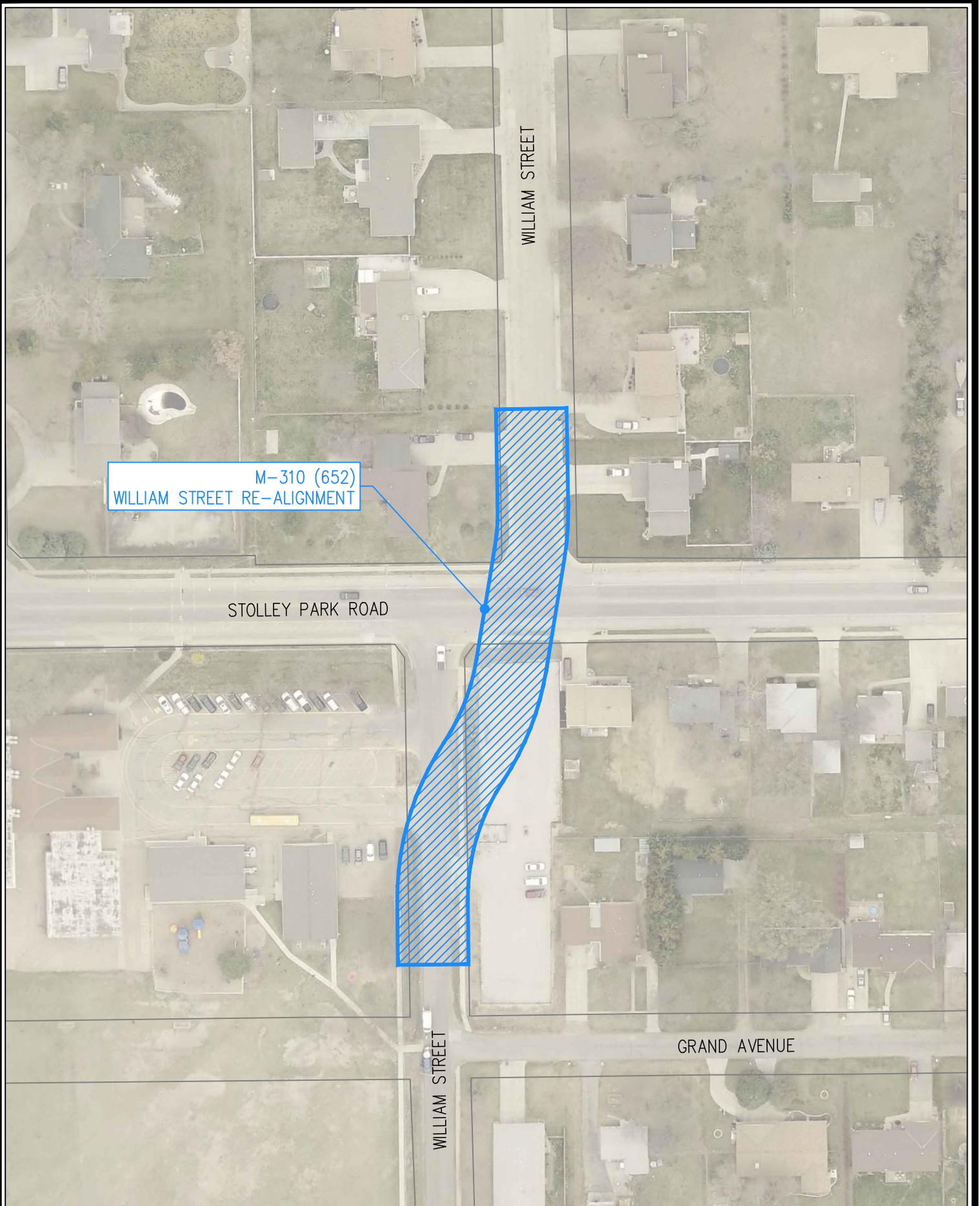
Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 6, 2018	▣ City Attorney





City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-11

#2018-96 - Approving Acquisition of Permanent Easement for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (H & H Self Storage, LLC)

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

Staff Contact: John Collins, PE - Public Works Director

R E S O L U T I O N 2018-96

WHEREAS, a public utility easement is required by the City of Grand Island for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T, to construct and maintain such project; and

WHEREAS, acquisition of the public utility easement is as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
H & H Self Storage, LLC	COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S88°54'01"W, ALONG THE SOUTH LINE OF SAID NE ¼, A DISTANCE OF 659.96 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SOUTH LINE S88°54'01"W, ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 662.53 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N00°46'34"W, ALONG THE WEST LINE OF SAID TRACT A DISTANCE OF 50.00 FEET; THENCE PARALLEL TO THE SOUTH LINE OF SAID NE ¼ N88°54'01"E, A DISTANCE OF 662.48 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE S00°50'02" E, ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 33,125 SQUARE FEET OR 0.760 ACRES MORE OR LESS.	\$ 1,985.00

TOTAL = \$ 1,985.00

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

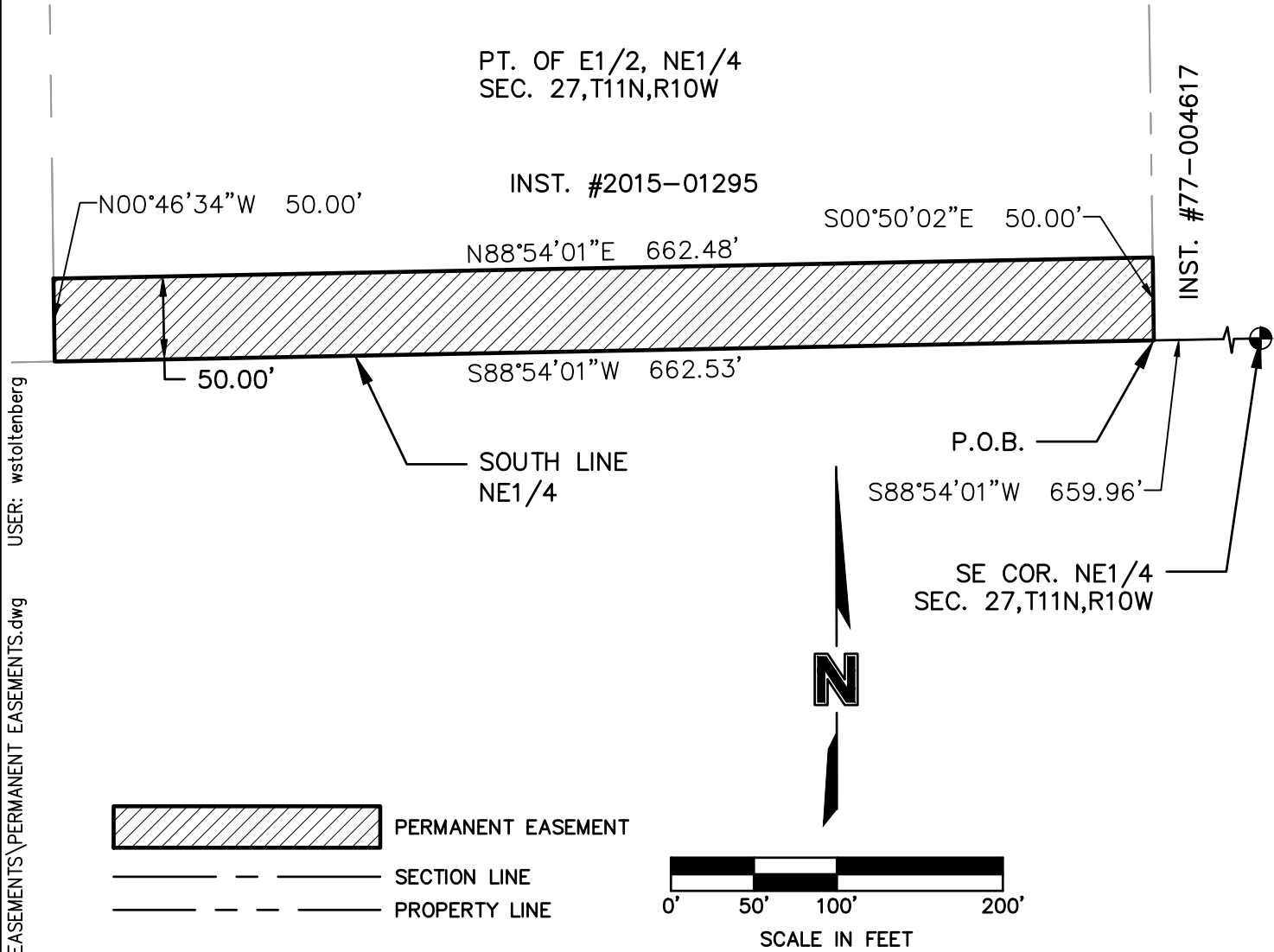
Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2018	☐ City Attorney

PERMANENT UTILITY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 9
STOLLEY PARK AND ENGLEMAN ROAD SEWER EXTENSION
CITY OF GRAND ISLAND PROJECT 2017-S-3



EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED IN INSTRUMENT # 2015-01295 BEING PART OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2, NE1/4) OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S88°54'01"W, ALONG THE SOUTH LINE SAID OF NE1/4, A DISTANCE OF 659.96 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SOUTH LINE S88°54'01"W, ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 662.53 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N00°46'34"W, ALONG THE WEST LINE OF SAID TRACT A DISTANCE OF 50.00 FEET; THENCE PARALLEL TO THE SOUTH LINE OF SAID NE1/4 N88°54'01"E, A DISTANCE OF 662.48 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE S00°50'02"E, ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 33,125 SQUARE FEET OR 0.760 ACRES MORE OR LESS.

PROJECT NO: 2017-0442	PERMANENT UTILITY EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: WLS				1
DATE: 07/20/17				



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-12

#2018-97 - Approving Temporary Construction Easement for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (H & H Self Storage, LLC)

Staff Contact: John Collins, PE - Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 10, 2018

Subject: Approving Temporary Construction Easement for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (H & H Self Storage, LLC)

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

Background

A temporary construction easement is needed to accommodate extension of sanitary sewer to the West Stolley Park Road and Engleman Road area.

A sketch is attached to show the area of such temporary construction easement.

Discussion

A temporary construction easement is needed from one (1) property owner, with an agreement for the cost of such reached.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
H & H Self Storage, LLC	COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S88°54'01"W, ALONG THE SOUTH LINE OF SAID NE ¼, A DISTANCE OF 659.96 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N00°50'02"W, ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF A PROPOSED PERMANENT UTILITY EASEMENT, SAID POINT ALSO BEING TO THE POINT OF BEGINNING; THENCE S88°54'01"W, ALONG THE NORTH LINE OF SAID PROPOSED EASEMENT, A DISTANCE OF 662.48 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE N00°46'34"W, ALONG SAID WEST LINE A DISTANCE OF 50.00 FEET; THENCE N88°54'01"E, A DISTANCE OF 662.43	\$5,033.00

	FET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE S00°50'02"E, ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 33,122 SQUARE FEET OR 0.760 ACRES MORE OR LESS.	
--	--	--

Total = \$ 5,033.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T.

Sample Motion

Move to approve the temporary construction easement.

R E S O L U T I O N 2018-97

WHEREAS, a temporary construction easement is required by the City of Grand Island for construction of West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T; and

WHEREAS, acquisition of the temporary easement is as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
H & H Self Storage, LLC	COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S88°54'01"W, ALONG THE SOUTH LINE OF SAID NE ¼, A DISTANCE OF 659.96 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N00°50'02"W, ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF A PROPOSED PERMANENT UTILITY EASEMENT, SAID POINT ALSO BEING TO THE POINT OF BEGINNING; THENCE S88°54'01"W, ALONG THE NORTH LINE OF SAID PROPOSED EASEMENT, A DISTANCE OF 662.48 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE N00°46'34"W, ALONG SAID WEST LINE A DISTANCE OF 50.00 FEET; THENCE N88°54'01"E, A DISTANCE OF 662.43 FET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE S00°50'02"E, ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 33,122 SQUARE FEET OR 0.760 ACRES MORE OR LESS.	\$5,033.00

Total = \$ 5,033.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such temporary easement from the listed property owner, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

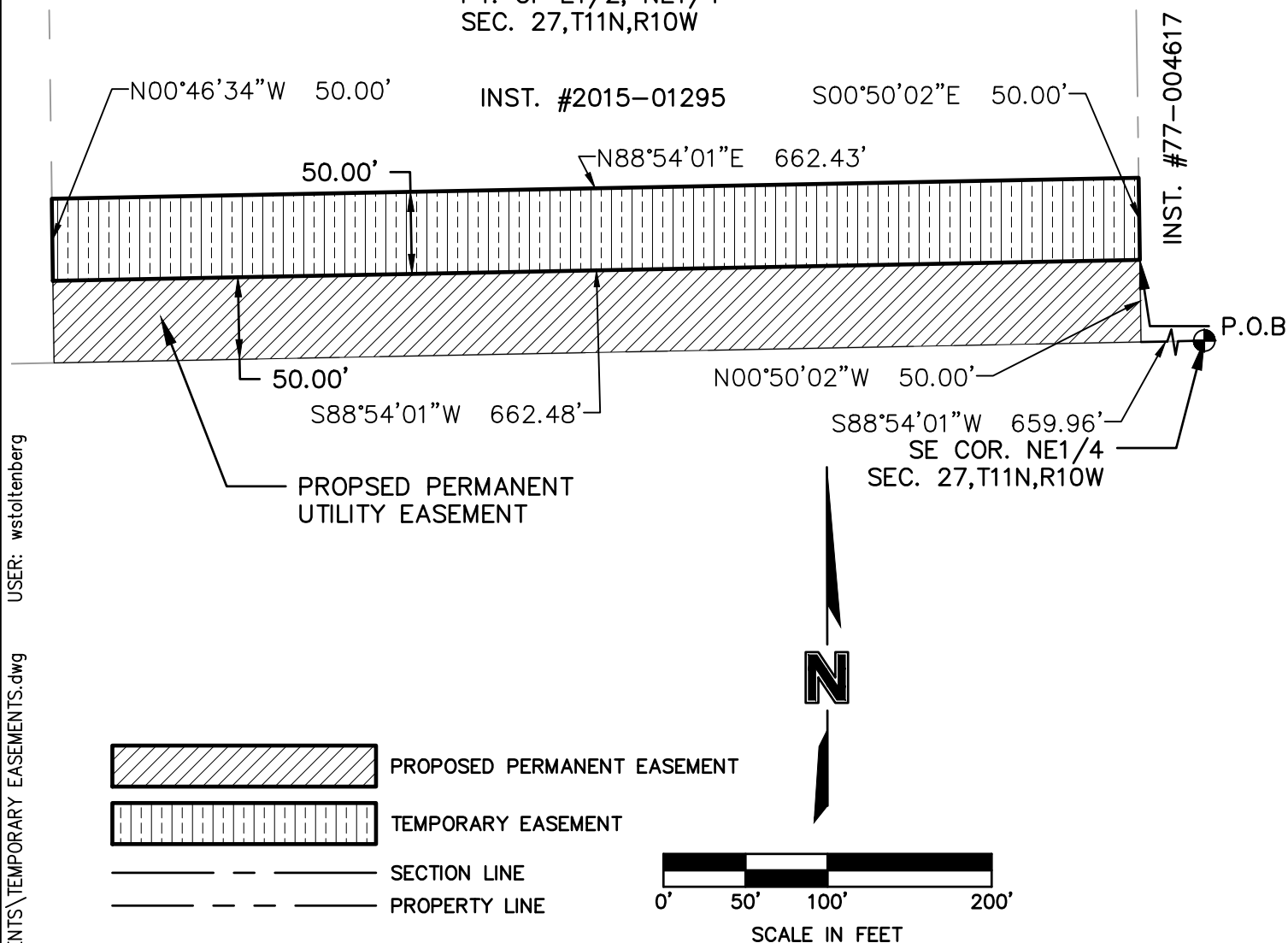
Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ April 6, 2018 <input type="checkbox"/> City Attorney
--

TEMPORARY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 9
STOLLEY PARK AND ENGLEMAN ROAD SEWER EXTENSION
CITY OF GRAND ISLAND PROJECT 2017-S-3

PT. OF E1/2, NE1/4
SEC. 27,T11N,R10W



EASEMENT DESCRIPTION

A TEMPORARY EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED IN INSTRUMENT # 2015-01795, BEING PART OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2, NE1/4) OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S88°54'01"W, ALONG THE SOUTH LINE OF SAID NE1/4, A DISTANCE OF 659.96 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N00°50'02"W, ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF A PROPOSED PERMANENT UTILITY EASEMENT, SAID POINT ALSO BEING TO THE POINT OF BEGINNING; THENCE S88°54'01"W, ALONG THE NORTH LINE OF SAID PROPOSED EASEMENT, A DISTANCE OF 662.48 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE N00°46'34"W, ALONG SAID WEST LINE A DISTANCE OF 50.00 FEET; THENCE N88°54'01"E, A DISTANCE OF 662.43 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE S00°50'02"E, ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 33,122 SQUARE FEET OR 0.760 ACRES MORE OR LESS.

PROJECT NO: 2017-0442
DRAWN BY: WLS
DATE: 07/20/17

TEMPORARY
EASEMENT

MOLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT

1



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-13

#2018-98 - Public Hearing on Acquisition of Permanent Easement for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (Shafer & Hartman Farms, LLC)

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

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

RESOLUTION 2018-98

WHEREAS, a public utility easement is required by the City of Grand Island for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T, to construct and maintain such project; and

WHEREAS, acquisition of the public utility easement is as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
SHAFER & HARMTAN FARMS, LLC	COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF N89°25'01"E, ALONG THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF ENGLEMAN ROAD; THENCE N00°53'07"W, ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 239.56 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°53'07"W, ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 40.00 FEET; THENCE N89°23'28"E, A DISTANCE OF 981.95 FEET; THENCE N57°56'46"E, A DISTANCE OF 1894.11 FEET; THENCE S00°54'19"E, ALONG THE WEST LINE OF A PERMANENT UTILITY EASEMENT, A DISTANCE OF 23.37 FEET; THENCE S57°56'46"W, ALONG THE NORTHERLY LINE OF SAID PERMANENT UTILITY EASEMENT, A DISTANCE OF 1895.99 FEET; THENCE S89°23'28"W, ALONG THE NORTH LINE OF SAID PERMANENT UTILITY EASEMENT, A DISTANCE OF 954.68 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 76,334 SQUARE FEET OR 1.752 ACRES MORE OR LESS.	\$8,396.74

Total = \$8,396.74

WHEREAS, a portion of this easement is leased to Mettenbrink Farms, Inc. for farming purposes; and

WHEREAS, such sanitary sewer project will cause Mettenbrink Farms, Inc. to incur crop loss; and

WHEREAS, Public Works Engineering staff have negotiated an amount of \$3,300.00 to compensate Mettenbrink Farms, Inc. for a portion of such crop loss.

Approved as to Form ☐ _____
April 6, 2018 ☐ City Attorney

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

BE IT FURTHER RESOLVED, payment of \$3,300.00 is hereby approved to Mettenbrink Farms, Inc. as compensation for a portion of crop loss related to such sanitary sewer work.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

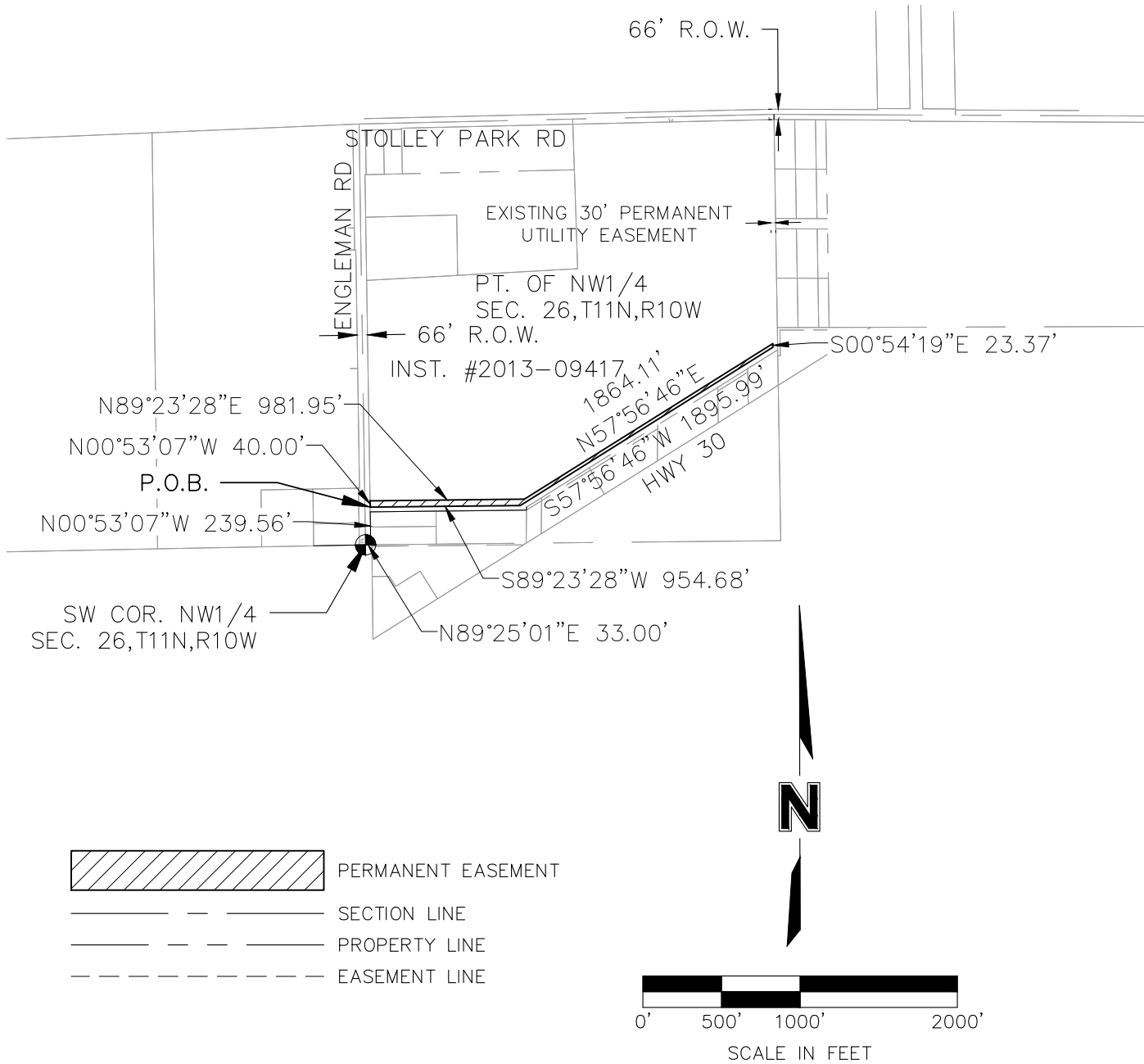
Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

PERMANENT UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 1A
STOLLEY PARK AND ENGLEMAN ROAD SEWER EXTENSION
CITY OF GRAND ISLAND PROJECT 2017-S-3



EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED IN INSTRUMENT # 2013-09417 BEING PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF N89°25'01"E, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF ENGLEMAN ROAD; THENCE N00°53'07"W, ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 239.56 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°53'07"W, ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 40.00 FEET; THENCE N89°23'28"E, A DISTANCE OF 981.95 FEET; THENCE N57°56'46"E, A DISTANCE OF 1894.11 FEET; THENCE S00°54'19"E, ALONG THE WEST LINE OF A PERMANENT UTILITY EASEMENT, A DISTANCE OF 23.37 FEET; THENCE S57°56'46"W, ALONG THE NORTHERLY LINE OF SAID PERMANENT UTILITY EASEMENT, A DISTANCE OF 1895.99 FEET; THENCE S89°23'28"W, ALONG THE NORTH LINE OF SAID PERMANENT UTILITY EASEMENT, A DISTANCE OF 954.68 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 76,334 SQUARE FEET OR 1.752 ACRES MORE OR LESS.

DWG: F:\2017\0001-0500\017-0442\40-Design\AutoCAD\Final Plans\PDF File Prints\PERMANENT EASEMENTS\PERMANENT EASEMENTS.dwg
DATE: Mar 19, 2018 3:37pm
USER: jimenez
XREFS: V_XTP0_70442

PROJECT NO: 2017-0442	PERMANENT UTILITY EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: MJM				1A
DATE: 03.19.2018				



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-14

**#2018-99 - Approving Change Order No. 2 for Lift Station No. 20
Upgrade and Force Main Rehabilitation & Lift Station No. 14
Abandonment; Project No. 2017-S-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 10, 2018

Subject: Approving Change Order No. 2 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$2,306,455.27 contract on March 28, 2017, via Resolution No. 2017-88, for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1.

On October 10, 2017, via Resolution No. 2017-276, City Council approved Change Order No. 1 in the amount of \$97,640.79, which allowed for replacement of Manhole No. 75 and extended the completion date from March 15, 2018 to April 14, 2018.

Currently Lift Station No. 20 pumps an average of 220,000 gallons per day. In order to accommodate future growth to handle a daily flow rate of over 1 million gallons a day, upgrades to this lift station are necessary. The existing force main from Lift Station No. 20 is also in need of replacement and or repair due to poor pipe condition. The force main has experienced multiple breaks within the past several years.

Elimination of Lift Station No. 14 and abandonment of the force main has been completed.

Discussion

Due to dewatering challenges and inclement weather, rain and high wind events, a time extension is being requested from April 14, 2018 to June 30, 2018. The excavation for this project was very deep and with high groundwater in the area the contractor has had difficulty keeping water down to perform the required work.

There will be no cost associated with Change Order No. 2, leaving the contract agreement amount of \$2,404,096.06.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 2 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1 with The Diamond Engineering Company of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 2

PROJECT: Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment;
Project No. 2017-S-1

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$2,404,096.06

CONTRACT DATE: March 29, 2017

Contract Price Prior to this Change Order..... \$2,404,096.06

Net Increase Resulting from this Change Order..... \$ 0

Revised Contract Price Including this Change Order..... \$2,404,096.06

Notice to Proceed Date ----- March 30, 2017

Original Completion Date ----- March 15, 2018

First Revised Completion Date ----- April 14, 2018

Second Revised Completion Date ----- June 30, 2018

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

R E S O L U T I O N 2018-99

WHEREAS, on March 28, 2017, via Resolution No.2017-88, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$2,306,455.27 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1; and

WHEREAS, on October 10, 2017, via Resolution No. 2017-276, City Council approved Change Order No. 1 to the original agreement, which allowed for replacement of Manhole NO. 75 and extended the completion date from March 15, 2018 to April 14, 2018 in the amount of \$97,640.79; and

WHEREAS, it has been determined that additional time is necessary to complete such project; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, there will be no cost associated with such time extension, leaving the contract agreement amount of \$2,404,096.06; and

WHEREAS, the project completion date will be extended from April 14, 2018 to June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2, at no additional cost, between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2018	☐ City Attorney



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-15

**#2018-100 - Approving Bid Award for Curb Ramp Project No.
2018-CR-2 CDBG**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 10, 2018

Subject: Approving Bid Award for Curb Ramp Project No. 2018-CR-2 CDBG

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

Background

On January 23, 2018, via Resolution No. 2018-15, City Council approved the bid award of Curb Ramp Project No. 2018-CR-1 to Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$80,492.47, as the City's annual project.

On March 12, 2018 the Engineering Division of the Public Works Department advertised for bids for the second curb ramp project, known as Curb Ramp Project No. 2018-CR-2 CDBG. Such project will improve curb ramps at various intersections in the City. This project is partially funded by a Community Development Block Grant (CDBG) in the amount of \$135,000.00, of which \$18,000.00 will go towards Public Works engineering efforts and the remainder of \$117,000.00 to construction.

The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

Discussion

Three (3) bids were received and opened on March 30, 2018. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>BIDDER</i>	<i>EXCEPTIONS</i>	<i>BID PRICE</i>
Galvan Construction, Inc. of Grand Island, NE	None	\$137,246.75
The Diamond Engineering Co. of Grand Island, NE	None	\$183,780.65
EHC, LLC of Deaver, WY	None	\$318,171.80

Alternatives

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

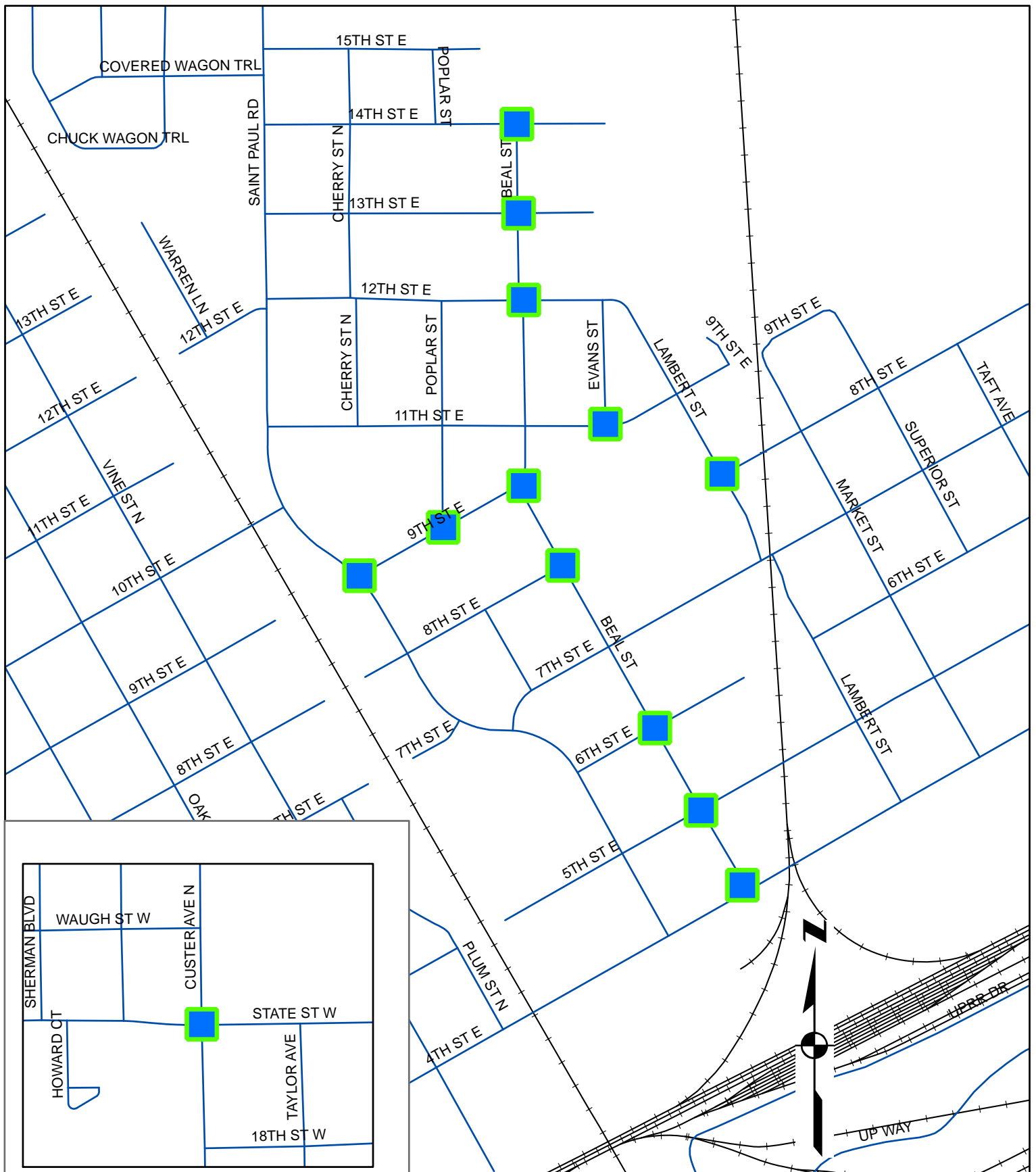
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$137,246.75.

Sample Motion

Move to approve the bid award.



ADA Curb Ramp Locations

- | | |
|-------------|------------------------|
| Beal & 4th | Beal & 13th |
| Beal & 5th | Beal & 14th |
| Beal & 6th | Lambert & 8th |
| Beal & 8th | Evens & 8/9th |
| Beal & 9th | St Paul Rd & 9th |
| Beal & 12th | Poplar & 9th |
| | Custer & State (inset) |

ADA Curb Ramp Project

2018-CR-2 (CDBG)



PUBLIC WORKS DEPARTMENT

04-03-2018



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 30, 2018 at 2:00 p.m.

FOR: Curb Ramp Project 2018-CR-2 CDBG

DEPARTMENT: Public Works

ESTIMATE: \$160,000.00

FUND/ACCOUNT: 21000001-2100-40004

PUBLICATION DATE: March 10, 2018

NO. POTENTIAL BIDDERS: 30

SUMMARY

Bidder:	<u>EHC, LLC</u> Deaver, WY	<u>Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Merchants National Bonding, Inc.	Universal Surety Co.
Exceptions:	None	None
Bid Price:		
Section A:	\$199,057.80	\$111,806.10
Section B:	\$ 24,062.10	\$ 15,773.70
Section C:	\$ 28,933.10	\$ 18,330.60
Section D:	\$ 17,139.00	\$ 9,548.35
Section E:	\$ 8,512.40	\$ 4,275.70
Section F:	<u>\$ 40,467.40</u>	<u>\$ 24,046.20</u>
Total Bid:	\$318,171.80	\$183,780.65

Bidder:	<u>Galvan Construction, Inc.</u> Grand Island, NE
Bid Security:	Western Surety Co.
Exceptions:	None

Bid Price:	
Section A:	\$ 82,995.25
Section B:	\$ 10,318.00
Section C:	\$ 14,208.00
Section D:	\$ 7,959.75
Section E:	\$ 3,638.75
Section F:	<u>\$ 18,127.00</u>
Total Bid:	<u>\$137,246.75</u>

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
William Clingman, Inerim Finance Director
Tim Golka, PW Engineer

P2041

RESOLUTION 2018-100

WHEREAS, the City of Grand Island invited sealed bids for Curb Ramp Project 2018-CR-2 CDBG, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on March 30, 2018 bids were received, opened, and reviewed; and

WHEREAS, Galvan Construction, Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$137,246.75; and

WHEREAS, Galvan Construction, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$137,246.75 for Curb Ramp Project 2018-CR-2 CDBG is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2018	☐ City Attorney



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-16

#2018-101 - Approving Renewal Agreement for ESRI GIS Software

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: April 10, 2018

Subject: Renewing Small Government Enterprise License Agreement from Environmental Systems Research Institute (ESRI)

Presenter(s): William Clingman, Interim Finance Director

Background

The City of Grand Island has a comprehensive computerized Geographic Information System (GIS). The GIS consists of hardware, software and methods designed to support the data capture, processing, analysis, modeling and display of geospatial data. The data includes property boundaries, utility features, sanitary/storm sewer features, U.S census blocks, street centerlines, discrete addresses, zoning, fire districts, political boundaries, several years of aerial photography, optical remote sensing technology known as Light Detection and Ranging (LiDAR), and several more. Nearly all city departments have benefited from this data. The software required to edit, manipulate, analyze and present this data is provided by Environmental Systems Research Institute (ESRI). During the last three years, we have installed and updated ArcGIS Desktop on approximately 60 PCs. In addition to the desktop software, we have also installed and maintained ArcGIS Enterprise, a server-based software that supports the creation and utilization of web based maps and data for consumption or field data collection. This license agreement greatly simplifies the licensing and procurement for ESRI software and allows unlimited installs for the three year contract period.

Discussion

The current three year Small Government Enterprise License Agreement with ESRI, which was authorized June 9, 2015 in resolution 2015-142, will expire June 29, 2018. This agreement will renew for an additional three years at the same cost to the City as it was three years ago. The agreement will be paid in three annual installments of \$35,000 each for a total of \$105,000.

The new agreement for the City of Grand Island from ESRI, Inc., a General Services Administration (GSA) Contract reseller with special pricing available to government agencies, will be effective from June 30, 2018 through June 29, 2021. This purchase is budgeted for \$35,000 annually in the Information Technology Division Fund.

Alternatives

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

1. Approve the three year renewal of ESRI licenses.
2. Disapprove or deny the agreement.
3. Modify the Resolution to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the new three year ESRI license agreement.

Sample Motion

Move to approve the Small Government Enterprise License Agreement with ESRI for \$105,000 payable in three annual installments.



March 19, 2018

Mr. Nick Nolte
City of Grand Island
100 E 1st St
Grand Island, NE 68801-6023

Dear Nick,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

380 New York Street
Redlands, California 92373-8100 USA

909 793 2853
info@esri.com

esri.com

- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Brent Sherman

Brent Sherman | Local Government

Esri | 880 Blue Gentian Road, Suite 200 | St. Paul, MN 55121 | USA

T 651 454 0600 x1254 | M 972 989 5681 | bsherman@esri.com | esri.com

Small Government EA



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 03/16/2018 To: 06/14/2018

Quotation # 20525694

Date: March 16, 2018

Customer # 363161 Contract #

City of Grand Island
Information Technology Dept
100 E 1st St
Grand Island, NE 68801-6023

ATTENTION: Nick Nolte
PHONE: 3083890166
FAX:

Material	Qty	Description	Unit Price	Total
110036	1	Year 1: Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement	35,000.00	35,000.00
110036	1	Year 2: Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement	35,000.00	35,000.00
110036	1	Year 3: Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement	35,000.00	35,000.00
			Item Total:	105,000.00
			Subtotal:	105,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$105,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Brent Sherman

Email: bsherman@esri.com

Phone: (909) 793-2853 x1254

The items on this quotation are subject to and governed by the terms of this quotation and of your signed agreement with Esri, if applicable, and the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>. If no such agreement covers any item, then Esri's standard terms and conditions, and current product specific scope of use, found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri). Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

SHERMANB

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Optional Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer*
 Two (2) Esri CityEngine Advanced Single Use Licenses
 100 Level 1 ArcGIS Online Named Users
 100 Level 2 ArcGIS Online Named Users
 17,500 ArcGIS Online Service Credits
 100 Level 2 ArcGIS Enterprise Named Users
 3 Insights for ArcGIS for use with ArcGIS Enterprise

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

*Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering

Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

RESOLUTION 2018-101

WHEREAS, the Information Technology Division of the Finance Department works continually on maintaining the city's computer network, both hardware and software; and

WHEREAS, due to the growing number of Geographic Information System (GIS) users, the variety of GIS software programs utilized and the constant need for software upgrades, it is imperative to consistently maintain the entire city software licenses; and

WHEREAS, the City of Grand Island can utilize the Environmental Systems Research Institute (ESRI) Small Government Enterprise License Agreement to install an unlimited amount of licenses with the City until June, 2021; and

WHEREAS, the cost for such an agreement is \$105,000, which can be paid in three annual installments of \$35,000; and

WHEREAS, this is the most cost effective approach to upgrading GIS software; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Information Technology Department is hereby authorized to utilize the ESRI Small Government Enterprise License Agreement by entering into a three-year agreement to license any City computer for ESRI software at a cost of \$105,000, which can be paid in three annual installments.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 6, 2018	▣ City Attorney



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-17

#2018-102 - Approving 2018 High Intensity Drug Trafficking Area (HIDTA) Grant

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: April 10, 2018

Subject: Approval of High Intensity Drug Trafficking Area (HIDTA) Grant Funding

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department has been a member of the Central Nebraska Drug and Safe Streets Task Force for numerous years. The City acts as the fiscal agent for a portion of the funds used by the Task Force to include off site facility maintenance, cell phone and pager equipment, vehicle leases, office supplies and operational funds. The 2018 HIDTA award, 18HD06, is for \$56,187.00 and does not require matching funds. Acceptance of the award will provide funding needed for the operations of the Task Force.

Discussion

The Grand Island Police Department has been a participating member of the regional HIDTA, Central Nebraska Drug and Safe Streets Task Force for numerous years. The Task Force serves a valuable role in the investigation and prosecution of drug offenders and violent criminals. The HIDTA designation provides Federal funding for the investigative operations of the Task Force.

The City serves as the fiscal agent for part of the task force funding that supports the operation and maintenance of the offsite facility, vehicle and cell phone/pager use, office supplies and operational funds that are used to buy drugs/weapons and pay informants. The 2018 HIDTA award to the Task Force is \$56,187.00. Approval and acceptance of the funding will support the Task Force during the year. The funding does not require a local match.

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 acceptance of the 2018 HIDTA award 18HD06 for \$56,187.00 for the Central Nebraska Drug and Safe Streets Task Force.

Sample Motion

Move to approve acceptance of the 2018 HIDTA award 18HD06 for \$56,187.00 for the Central Nebraska Drug and Safe Streets Task Force.



NEBRASKA STATE PATROL

CONTRACT/GRANT AWARD

RECIPIENT NAME AND ADDRESS (including zip code)

Grand Island Police Department
111 Public Safety Drive
Grand Island, NE 68801

AWARD NUMBER

18HD06

PROJECT PERIOD

January 1, 2018 to December 31, 2019

AWARD DATE

March 1, 2018

PROJECT TITLE

Central Nebraska Drug and Safe Streets Task Force

TOTAL FEDERAL AWARD

\$56,187.00

FEDERAL GRANT TITLE

High Intensity Drug Trafficking Area (HIDTA) Initiative

FEDERAL GRANT AWARD NUMBER

G18MW0007A

CFDA NUMBER

95.001

SPECIAL CONDITIONS

The above grant project is approved subject to such conditions or limitations as set forth on the attached page(s).

METHOD OF PAYMENT

Primary method is reimbursement through submission of form NSP 161, Cash Report/Cash Request.

APPROVED BUDGET

Category	Federal	Match	Total
Facilities- Support	\$7,800.00	\$0.00	\$7,800.00
Facilities- Utilities	\$8,100.00	\$0.00	\$8,100.00
Services- Communications- mobile phones & pagers	\$435.00	\$0.00	\$435.00
Services- Vehicle lease- passenger	\$6,000.00	\$0.00	\$6,000.00
Supplies- Office	\$1,500.00	\$0.00	\$1,500.00
Other- PE/PI/PS	\$32,352.00	\$0.00	\$32,352.00
Total Project Cost	\$56,187.00	\$0.00	\$56,187.00

AGENCY APPROVAL

TYPED NAME AND TITLE OF APPROVING OFFICIAL

Colonel John A. Bolduc
Superintendent of Law Enforcement and Public Safety

SIGNATURE OF APPROVING OFFICIAL

State Use Only

Billing Code
18-SP-76

Business Unit
64904798

Date Signed

3-27-18

GRANTEE ACCEPTANCE

TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Jeremy Jensen
Mayor

Enter Grantee Employer ID Number (EIN)/Federal Tax ID Number:

47-6006205

Enter Grantee DUN & Bradstreet Number:

040919607

SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

I read and understand the attached Terms and Special Conditions.

Date Signed



NEBRASKA STATE PATROL

AWARD NUMBER 18HD06

AWARD DATE March 1, 2018

SPECIAL CONDITIONS

A. General Terms and Conditions

1. Consistent with P.L. 115-120, the Extension of Continuing Appropriations Act, 2018, the sum of all reimbursement requests cannot exceed 35% of the total award amount reflected in this document. The Nebraska State Patrol acknowledges that the aforementioned funding level is below the stated budget requirements; however, additional funding cannot be made available until enacted through public law.
2. This grant is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 CFR Part 3603. For this 2018 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 CFR Parts 66 and 70, as well as those of 2 CFR Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award related questions, subrecipients should contact the Nebraska State Patrol Grants Division promptly for clarification.

3. This award is subject to the following additional regulations and requirements:
 - 28 CFR Part 69 – "New Restrictions on Lobbying"
 - 2 CFR Part 25 – "Universal Identifier and System of Award Management"
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in #6 of these terms and conditions
4. Audits conducted pursuant to CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than nine (9) months after the close of the grantee's audited fiscal year. A copy of the audit report and management letter must be sent to:

Grants Division
Nebraska State Patrol
P.O. Box 94907
Lincoln, NE 68509-4907
5. The recipient gives the ONDCP, the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its subrecipients, its fiscal agent(s), employees, contractors, as well as state, local and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive office of the President or ONDCP.
7. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

Recipients must disclose in writing any potential conflict of interest to the Nebraska State Patrol. This disclosure must take place immediately.

The ONDCP conflict of interest policies apply to subrecipients and contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of contracts.
- ii. None of your employees may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to the Nebraska State Patrol all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 2 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to the

NSP160, Rev. April 2014

System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

8. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
- a. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c. Evaluate and monitor compliance with applicable statutes and regulations, and the terms and conditions of the Federal award.
 - d. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
9. Subawards are not allowed under this grant award.
10. Subrecipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

B. HIDTA Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

- 1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
- 2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
- 3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
- 4. The requirements of 28 CFR Part 23, which pertains to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
- 5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
- 6. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
- 7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

- 1. A request for reimbursement shall be made by using the Nebraska State Patrol Cash Report/Cash Request form NSP161 on a monthly basis. Copies of invoices, payroll registers, and canceled checks must accompany the NSP161 to provide documentation for the reimbursement request.
- 2. Payments will be made by check or via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured.

RECIPIENT ACCEPTANCE OF SPECIAL CONDITIONS:

Robert Falldorf
Typed Name

Police Chief
Title

Robert B. Falldorf
Signature/Project Director

4/3/18
Date

Original to Patrol; Subrecipient keep copy for records.

Confidential Funds Certification

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the ONDCP Financial and Administrative Guide.

Date: 4/3/18

Signature: Robert B. Falldorf

Project Director: Robert Falldorf

Grant No: 18HD06

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
- | | |
|---|----------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| | Mayor |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| Grand Island Police Department | |
- SF-424D (Rev. 7-97) Back
- Grand Island

Council Session - 4/10/2018

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation
- Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
Grand Island Police Department	

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION		
Grand Island Police Department		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix:	* First Name: Jeremy	Middle Name:
* Last Name: Jensen	Suffix:	
* Title: Mayor		
* SIGNATURE:	* DATE:	

FY18 Transparency Act Information Form				
Nebraska State Patrol – Grants Division				
Due to the NSP – Grants Office by April 15, 2018				
DUNS# Legal Name	City of Grand Island			
Physical Address	111 Public Safety Dr			
Mailing Address	111 Public Safety Dr			
City, State, Zip + 4	Grand Island, NE 68801			
Congressional District	3rd District of Nebraska			
Business/Agency Data Universal Numbering (DUNS) Number			040919607	
Business/Agency Annual Gross Revenue from Prior Fiscal Year Exceeded 80% or more in Federal Funds			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Business/Agency Annual Gross Revenue from Prior Fiscal Year Equal or Exceed \$25 Million in Federal Funds			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If "NO" was selected for either of the above boxes, DO NOT COMPLETE THE FOLLOWING				
Business/Agency's Five (5) Highest Compensated Officers		Name	Compensation	
Only complete if 'YES' was selected for both annual gross revenue boxes.				
Comments				
Signature of Authorized Official		Date		
Typed/Printed Name		Jeremy Jensen		
Typed/Printed Title		Mayor		
Typed/Printed E-Mail		mayorjensen@grand-island.com		
Mail to Nebraska State Patrol Grants Division, (Attn: Marisue Wagner), P O Box 94907, Lincoln, NE 68509-4907				
Or e-mail marisue.wagner@nebraska.gov or fax 402-471-49002				
The following is for NSP Grants Use Only				
Grant Award Title	Grant Award Number	Amount	CFDA #	Date Received

CONFLICT OF INTEREST CERTIFICATION

Federal Grant Award: G18MW0007A

Subrecipient Grant Award: 18HD06

NOTE: A potential or actual 'conflict of interest' exists when commitments and obligations are likely to be compromised by a Sub-Recipient or a Sub-Recipient Governing Board's private material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed. In accordance with CFR200.112, which states: "... The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy."

INSTRUCTIONS: This form is to be completed by all Sub-Recipients or Sub-Recipient's Governing Board Members whether or not there is a real or perceived conflict of interest, no conflict of interest, or a potential conflict of interest in undertaking their duties as sub-recipients of Office of National Drug Control Policy/HIDTA grant funds. A copy of the completed and signed form is to be submitted to the Nebraska State Patrol and a copy should be kept for the sub-recipient's files. Should there be a change in leadership for the sub-recipient, those new individuals would need to complete this form and submit it to the Nebraska State Patrol.

FORM: Please describe below any relationships, transactions, positions, you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest.

☒ I have no conflict of interest to report.

☐ I have the following conflict of interest to report (please specify other non-profit and for-profit entities you (and your spouse) are involved with). If a for-profit business, for which you or any of your immediate family members are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own. Should you need more room to write, you may attach additional pieces of paper.

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature _____ Date _____

City, County or Agency Representing City of Grand Island Police Department

RESOLUTION 2018-102

WHEREAS, the Grand Island Police Department is a member of the Central Nebraska Drug and Safe Streets Task Force; and

WHEREAS, the Task Force has been approved for \$56,187.00 of High Intensity Drug Trafficking Area (HIDTA) funding for the operations of the Task Force; and

WHEREAS, the Task Force serves an effective role in the investigation and apprehension of drug dealers and violent criminals, and

WHEREAS, the City serves as the fiscal agent for the Task Force operational funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve award 18HD06 of \$56,187.00 of Federal HIDTA funding for the operation of the Central Nebraska Drug and Safe Streets Task Force.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremey L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2018	☐ City Attorney



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item G-18

#2018-103 - Approving Public Service Grant Sub-Recipient Agreement with the Multicultural Coalition of Grand Island

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: April 10, 2018

Subject: Approving CDBG Contract #2017-1 with Multicultural Coalition of Grand Island

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In October 2017, the City of Grand Island was awarded an annual allocation of \$360,253 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In August 2017, City Council approved the 2017-2018 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

Discussion

As part of the 2017-2018 Annual Action Plan, the Community Development Division created a "Public Service" grant to be awarded to a Grand Island area non-profit service provider for the benefit of low-to-moderate income persons in the City of Grand Island.

On January 09, 2018 the Community Development Division released a "Notice of Available Funds" to Continuum of Care members and other non-profit groups. The Continuum of Care is a HUD directed collaboration which aligns service providers, in an attempt to align the continuum of services offered to low income persons. Application guidelines and the application for funds were available on the City's website. The Community Development Division also hosted an application workshop on February 6, 2018 to answer questions for any agencies applying for funds. The application deadline was March 1, 2018. After internal review and communication with the Entitlement Stakeholders, it was decided to award the full grant amount to the Multicultural Coalition of Grand Island.

The Multicultural Coalition's application outlined their intent to expand their services, which currently include providing interpretation and translation services to First-Stop Center clients (individuals) needing newcomer services, to begin offering immigration services, by

offering a range of immigration legal services, including counseling for immigration clients, completing immigration forms and representing clients at U.S. Citizenship and immigration services(USCIS) interviews. The Multicultural Coalition serves primarily immigrants and refugees, who are considered a covered group under HUD's low-to-moderate income guidelines and are therefore assumed to be low-to-moderate income persons.

For these reasons, the City of Grand Island has allocated twenty five thousand dollars and no cents (\$25,000) from the Community Development Block Grant program to assist The Multicultural Coalition of Grand Island in their expansion of services. This funding allocation will provide opportunities for non-English speaking individuals to learn the skills necessary to obtain employment, education and productivity within the community of Grand Island.

The Multicultural Coalition of Grand Island will have thirteen months to expend the allotted funds.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves CDBG Contract #2017-1 with The Multicultural Coalition of Grand Island and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2017-1 with The Multicultural Coalition of Grand Island.

SUB-RECIPIENT AGREEMENT

AGREEMENT BETWEEN CITY OF GRAND ISLAND, NEBRASKA AND THE MULTICULTURAL COALITION FOR THE CITY OF GRAND ISLAND'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT, entered this 10th Day of April 2018, by and between City of Grand Island (herein called the "Grantee" and/or "City") and The Multicultural Coalition (herein called the "Sub-Recipient").

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

ARTICLE 1- PROJECT

SECTION 1: SCOPE OF SERVICE

A. Activities

1. General Statement

The Sub-Recipient will begin offering an Immigration Services Program and expand the content and equipment necessary for Immigration Services Program. The Sub-Recipient will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

- | | |
|-------------|---|
| Activity #1 | <i>Expand immigration legal services</i> |
| Activity #2 | <i>Expand immigration legal services content</i> |
| Activity #3 | <i>Expand necessary equipment needed for immigration legal services</i> |

3. Administration

This contract allocates no CDBG funding for Project Administration.

4. Income Benefit Goals

It is anticipated that approximately 400 unduplicated low- to moderate-income clients will be served over the course of this DEFINE-month Agreement. One hundred percent of clients who qualify for this program must be at the 80 percent AMI level (moderate-income) limit or lower.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-Recipient certifies that the activity/activities carried out under this Agreement will meet the national objective of benefiting low to moderate income persons.

C. Goals and Performance Measures

The Sub-Recipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units/Year</u>
Activity #1	400
Activity #2	400(duplicates of Activity #1)
Activity #3	400(duplicates of Activity #1)

Units of service shall be considered: one low to moderate income person served.

D. Performance Monitoring

The Grantee will monitor the performance of the Sub-Recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures will be initiated.

E. Special Performance Conditions

The Sub-Recipient agrees to comply with the Limited English Proficiency Plan, as maintained by the City.

SECTION 2: PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 325 West 4th Street

Service Area: City of Grand Island

Matrix Code: 2017-1

Basic Eligibility Citation: 24 CFR 570.201 (e)

Amount Funded: \$25,000

SECTION 2: TERM OF AGREEMENT

The term of this Agreement is 04/11/2018 through 04/11/2019. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Sub-Recipient remains in control of CDBG funds or other CDBG assets, including program income.

Additionally, the Sub-Recipient must comply with a "Continuing Use" requirement, which assures that capital investments will provide long-term, continuous benefits to low- and moderate-income persons or areas. Any projects or capital improvement cost paid with more than \$20,000 and up to \$50,000 in CDBG funds must be able to provide benefits to low- and moderate-income persons or areas for a minimum of five (5) years at the project site. For projects exceeding \$50,000 and up to \$100,000 in CDBG funds, the minimum continuing use is ten (10) years. Projects that exceed \$100,000 to \$150,000 in CDBG funds must be held in the same use for at least fifteen (15) years. Projects that are over \$150,000 to \$200,000 in CDBG funds must be held in the same use for twenty (20) years. Projects that have \$200,000 or more in CDBG funds must continue to serve the low- to moderate-income population for a minimum of twenty-five (25) years.

SECTION 3: PROGRAM REPORTING

The Sub-Recipient shall submit such reports as required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to, the following:

- A. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- B. Quarterly reports on demographic and income information regarding persons assisted by the Sub-Recipient through this Agreement.
- C. Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the award.

ARTICLE 2- FINANCIAL MANAGEMENT

SECTION 1: PAYMENTS AND BUDGET

A. General Statement

The City shall reimburse the Sub-Recipient its allowable costs for the services identified in this Agreement not to exceed \$25,000 upon presentation of properly executed reimbursement forms as provided by and approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Sub-Recipient's application and budget and approved by the City unless any or all such costs are disallowed by the State of Nebraska or HUD.

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Sub-Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

B. Payments

Reimbursement request must be mailed to: City of Grand Island, Community Development Division, PO Box 1968, Grand Island, Nebraska, 68802 or emailed to Ambera@grand-island.com. Payments shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made directly to Sub-Recipient only.

Payments may be contingent upon certification of the Sub-Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph C and in accordance with performance.

C. Budget

<u>Line Item</u>	<u>Amount:</u>
CDBG Funds	\$25,000
Peter Kiewit Foundation	\$55,000
The Sherwood Foundation	\$50,000
 TOTAL	 \$130,000

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-Recipient.

D. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Upon written request by the Sub-Recipient, the City shall make or arrange for payments to the Sub-Recipient of allowable reimbursable costs not covered by previous payments;
- B. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- C. The Sub-Recipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee; and
- D. Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Sub-Recipient have been resolved to the satisfaction of the City.

The Sub-Recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-Recipient has control over CDBG funds, including program income.

SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Sub-Recipient as they relate to the Agreement and the activities and services described herein. The Sub-Recipient acknowledges the financial oversight requirements of the Sub-Recipient Manual.

SECTION 3: REIMBURSEMENT

The City shall reimburse the Sub-Recipient only for actual incurred costs upon presentation of properly executed reimbursement forms as required by the City in the Sub-Recipient Manual. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or other electronic means, such as email. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee
City of Grand Island, Community Development
PO Box 1968
Grand Island, Nebraska 68802
308-389-0288
Ambera@grand-island.com

Sub-Recipient
Multicultural Coalition
221 West 2nd Street
Grand Island, Nebraska 68801
308-385-5242
Director@MCofGI.org

SECTION 2: GENERAL CONDITIONS

A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Sub-Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-Recipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Sub-Recipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
-

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Sub-Recipient. The Sub-Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-Recipient is an independent contractor.

C. Hold Harmless

To the extent permitted by law, the Sub-Recipient agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions,

claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Sub-Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Sub-Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

The certificates of insurance shall be provided to the City by the Sub-Recipient's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the City prior to commencement of this Agreement. No other form of certificate shall be used.

The Sub-Recipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Failure on the part of the Sub-Recipient to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the City may immediately terminate this contract.

F. Licensing

The Sub-Recipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Sub-Recipient license related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the City.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-Recipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-Recipient.

H. Failure to Perform

In the event of a failure by the Sub-Recipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Sub-Recipient from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.

I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Sub-Recipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of the Sub-Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement;
- D. Submission by the Sub-Recipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- E. Failure to take satisfactory corrective action as directed by the City.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the City and the City may also declare the Sub-Recipient ineligible for further participation in the CDBG program.

SECTION 3: MONITORING

The Sub-Recipient acknowledges the Administrative and Monitoring requirements of the Sub-Recipient Manual, including but not limited to file retention and documentation of low-moderate income levels.

SECTION 4: SPECIAL CONDITIONS

A. Civil Rights

1. General Compliance

The Sub-Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-Recipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

- Additionally, the Sub-Recipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:
 - A. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
 - B. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
 - C. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
 - D. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
 - E. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
 - F. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Sub-Recipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

3. Land Covenants

Not applicable.

4. Section 504

The Sub-Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Architectural Barriers Act/Americans with Disabilities Act

The Sub-Recipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

B. Affirmative Action

1. Approved Plan

The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-Recipient shall furnish and cause each of its own Sub-Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Sub-Recipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Sub-Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

6. Subcontract Provisions

The Sub-Recipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-Recipients or subcontractors.

7. "Section 3" Clause

Not applicable.

8. Grantee Recognition

The Sub-Recipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

SECTION 5: SUB-RECIPIENT MANUAL RECEIPT CERTIFICATION

The Sub-Recipient certifies that it has received the City of Grand Island's Sub-Recipient Manual in either print or electronic format from the Grantee. The Sub-Recipient further certifies and agrees that it is the Sub-Recipient's obligation as a part of this Agreement to read and understand the Manual.

SECTION 6: SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 7: SUCCESSORS

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

SECTION 8: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Sub-Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-Recipient with respect to this Agreement.

SECTION 9: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee: **City of Grand Island, Nebraska**

Date _____

By _____
Jeremy L. Jensen, Mayor, City of Grand Island

Attest:

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: **The Multicultural Coalition**

Date _____

By _____
Audrey A. Lutz, Executive Director

Date _____

By _____
J.D. Sabott, Board President

RESOLUTION 2018-103

WHEREAS, the City of Grand Island, Nebraska was awarded a \$360,253.00 as part of the United States Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program; and

WHEREAS, City Council approved the 2017-2018 Annual Action Plan; and

WHEREAS, The Multicultural Coalition of Grand Island has been awarded a grant which makes use of CDBG Funds; and

WHEREAS, The City must enter into a Sub-Recipient Agreement with each organization as identified in the 2017-2018 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The City of Grand Island, Nebraska is hereby authorized to enter into a Sub-Recipient Agreement with The Multicultural Coalition of Grand Island and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2018	☐ City Attorney



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item H-1

**Consideration of Forwarding Blighted and Substandard Area #26
to the Hall County Regional Planning Commission (Fred Hoppe)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: April 10, 2018

Subject: Proposed Blighted and Substandard Area #26

Presenter(s): Chad Nabity, Director Grand Island CRA

Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Fred Hoppe by Marvin Planning Consultants. This study is for approximately 28.42 acres of property in northeast Grand Island located west of the Central Nebraska Railroad tracks and between Capital Avenue and 12th Street (extended). The study as prepared and submitted indicates that this property could be considered blighted and substandard. The full study is attached for your review and consideration.

Fred Hoppe has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. If the blight and substandard designation is approved, a TIF application will likely be submitted for residential development on the property. The decision on whether to declare an area blighted and substandard is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

The question before Council will be whether to send the study to the Planning Commission for its review and feedback. If the item is not sent to the Planning Commission, the Council cannot declare the area blighted and substandard. Planning Commission will meet May 2, and would have a recommendation ready following that meeting.

Once an area has been declared blighted and substandard, the CRA can accept redevelopment proposals for the area that might, or might not, include an application for Tax Increment Financing. Should this be approved, you can anticipate that Mr. Hoppe will submit an application for TIF to assist with the costs associated with fully developing his property contained within the boundaries of the study.

Discussion

The action item tonight relates to the study for proposed CRA Area No. 26 in northeast Grand Island as shown below. The study was prepared for 28.42 acres, all of which are in the Grand Island City Limits.

Study Area
Figure 1: Study Area Map



Source: Google Earth and Marvin Planning Consultants 2018
Note: Lines and Aerial may not match.



Grand Island City Attorney Jerry Janulewicz has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutes which provide for the creation of a redevelopment area or redevelopment project within a redevelopment area require the following procedure:

- A request is made to the city council to declare an area to be substandard and blighted and in need of development for purposes of enabling the creation of a redevelopment area or a redevelopment project within a redevelopment area.
- The city council submits the question of whether an area is substandard and blighted to the planning commission for its review and recommendation prior to making its declaration that an area is substandard and blighted.
- The planning commission must submit its written recommendations within 30 days after receipt of the request.
- Upon receipt of the recommendations from the planning commission, or after 30 days if no recommendation is received, the city council may make its findings and declaration with respect to the property within an area.
- Unless the city council of the city in which such area is located has, by resolution adopted after a public hearing with notice, declared such area to be a substandard and blighted area in need of redevelopment, the Community Redevelopment Agency cannot prepare a redevelopment plan for a redevelopment project area.

- Following a declaration that an area is substandard and blighted, the Community Redevelopment Agency is authorized to prepare or cause to be prepared and recommend redevelopment plans to the governing body of the city and to undertake and carry out redevelopment projects within its area of operation and may enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the authority may deem necessary to prevent a recurrence of substandard and blighted areas or to effectuate the purposes of the Community Development Law, and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan. Within the area of operation of the Community Redevelopment Authority, the authority may exercise its statutory powers with respect to the redevelopment project.

Neb. Rev. Stat. §§ 18-2107; 18-2109.

As stated in Fitzke v. City of Hastings, 582 N.W.2d 301 (Neb. 1998):

A CRA is not authorized to prepare a redevelopment plan for a redevelopment project area unless the governing body of the city first enacts a resolution declaring such area to be “a substandard or blighted area in need of redevelopment.” § 18–2109. After such a declaration has been made and a redevelopment plan has been prepared and approved, a CRA is authorized to enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the [CRA] may deem necessary to prevent a recurrence of substandard or blighted areas ... and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan. § 18–2107(4). The CRA may utilize tax increment financing to pay for redevelopment projects undertaken pursuant to the CDL. § 18–2124.

“Under this statutory scheme, a private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment.” Fitzke, id., citing Monarch Chemical Works, Inc. v. City of Omaha, 203 Neb. 33, 277 N.W.2d 423 (1979). The legislative intent underlying the Community Development Law is the elimination of blighted and substandard areas and to prevent the reoccurrence of blight through a cooperative effort of the public and private sectors, not to aid private developers. Fitzke, id.

At this point, Council is only making a decision about whether to forward the study to the Planning Commission for its recommendation or not. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight, State Statute requires that the question

of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council's request for a recommendation.

Blighted Area of the Community

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of April 1, 2018, 19.97% of the City has been declared blighted and substandard. Area 26 (this study) would add another 0.15% bringing the total area declared to 20.12%. The CRA commissioned a study of the Veteran's Home property (Proposed Area 16) that covered 530 acres and would, if approved, add 2.76% to the total area declared blighted and substandard. If both areas were to be approved and there are no changes in the city limits or areas declared blighted and substandard, 22.88% of the city would be declared blighted and substandard.

It does not appear that the declaration of Area 26 would significantly impact the City's ability to declare other areas blighted and substandard.

Alternatives

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

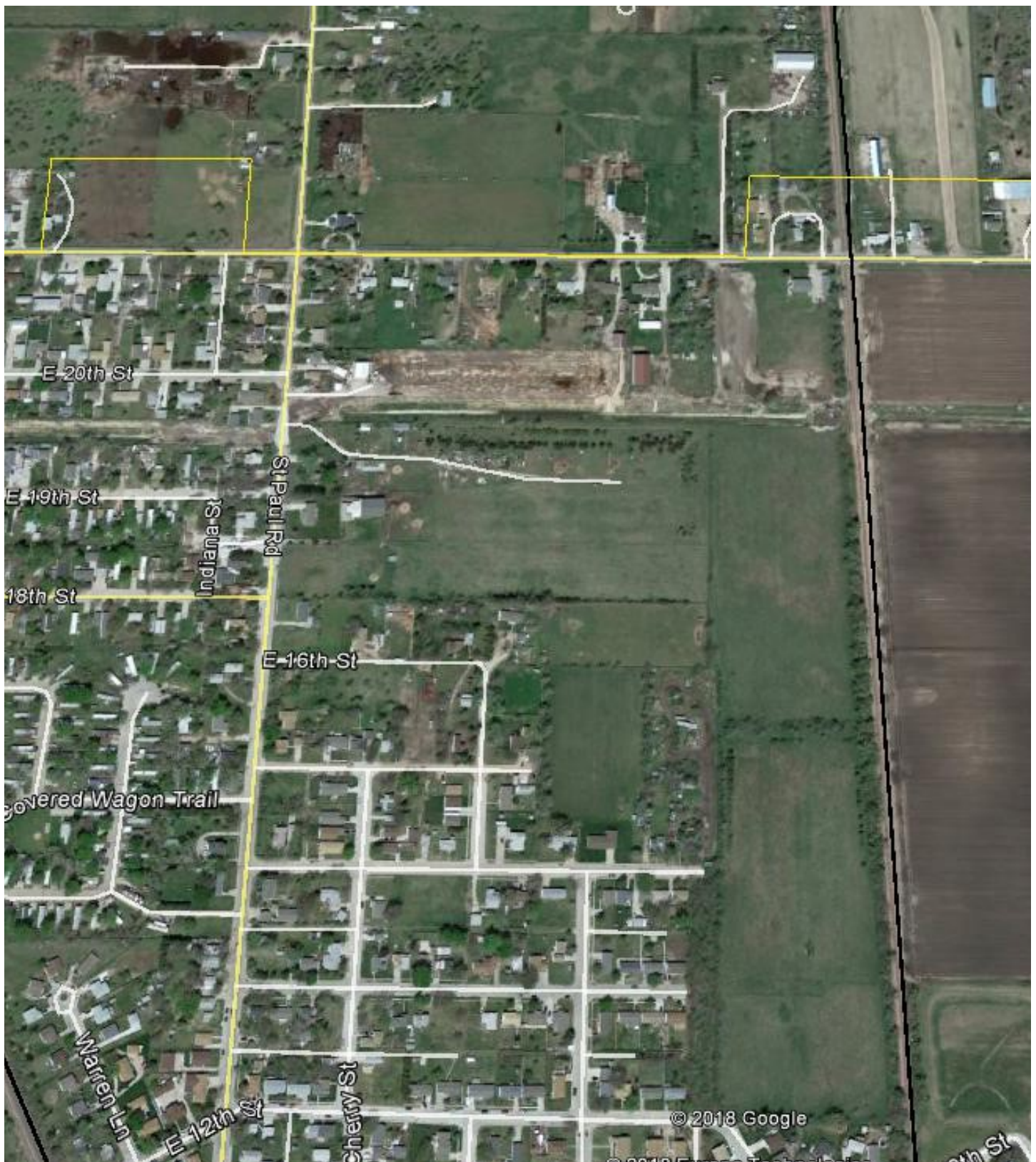
1. Move to forward the Study to the Planning Commission for its recommendation.
2. Move to not forward the Study to the Planning Commission for its recommendation.
3. Refer the issue to a committee.
4. Postpone the issue to future date.
5. Take no action on the issue.

Recommendation

City Administration recommends that the Council move to forward the study to the Planning Commission if Council wishes to consider the use of Tax Increment Financing as a redevelopment tool for this property.

Sample Motion

Move to adopt resolution to forward the Study to the Planning Commission for their review and recommendation.



Grand Island, Nebraska Blight and Substandard Study - Area 26



PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

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

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

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

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

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

Blight and Substandard are defined as the following:

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

"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title,

improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"

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

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

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

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this Blighted and Substandard Area include residential uses including accessory uses within the corporate limits of Grand Island.

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

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

The study area is defined as follows: the Point of beginning is located at the NE corner of a lot described as Lassonde Sub Lot 1; thence, southerly along the east property line of same said lot and continuing to the SE corner of a lot described as Miscellaneous Tracts 10-11-9 PT E ½ NW ¼ W of RR and S of Co Road XC City; thence, westerly along the south property line of same said lot to the intersection with the SW corner of a lot described; thence, northerly along the west property line of same said lot and continuing to SE corner of a tract described as Miscellaneous Tracts 10-11-9 PT W ½ NW ¼; thence, westerly along the southern property line of said tract to the SW corner of said tract; thence northerly along the to the NW corner of a lot described as; thence, westerly along the west property line of said lot to the NW corner of said lot (assumed centerline of E. Capital Avenue); thence easterly along said centerline of E. Capital Avenue to a point in line with the extended east property line of a lot described as

Study Area
Figure 1: Study Area Map



Source: Google Earth and Marvin Planning Consultants 2018
Note: Lines and Aerial may not match.



Figure 2: Existing Land Use



Source: Hall County GIS and Marvin Planning Consultants 2018
Note: Lines and Aerial may not match



Lassonde Sub Lot1; thence, southerly along the east property line of said lot to the POB; plus Lot 1 of Lincoln Heights Subdivision and the east 75 feet of Lots 4 and 5 of Norwood Subdivision.

EXISTING LAND USES

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community and produce a number of impacts either benefitting or detracting from the community. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs.

TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2018

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	1.26	49.6%	4.4%
Single-family	0.83	32.7%	2.9%
Multi-family	0.43	16.9%	1.5%
Manufactured Housing	0	0.0%	0.0%
Commercial	0	0.0%	0.0%
Industrial	0	0.0%	0.0%
Quasi-Public/Public	.78	30.7%	2.7%
Parks/Recreation	0	0.0%	0.0%
Transportation	0.50	19.7%	1.8%
Total Developed Land	2.54	100.0%	
Vacant/Agriculture	25.88		91.1%
Total Area	28.42		100.0%

Source: Marvin Planning Consultants 2018

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area. The Study Area is made up of single-family (4.4%) and land considered vacant accounts for 91.1% of the total area.

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

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

CONTRIBUTING FACTORS

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

Structural Conditions

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

- 0 (0.0%) structures rated as very good
- 1 (50.0%) structures rated as good
- 0 (0.0%) structure rated as fair
- 0 (0.0%) structures rated as average

- 1 (50.0%) structure rated as badly worn or worn out

Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions due to age and conditions. It is common for older structures to get more maintenance and upkeep in order to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 50.0% of the structures in this study area are average condition or worse.

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

Deterioration of Site or Other Improvements

Sidewalk Conditions

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

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

Within the study area there is approximately 500 lineal feet of area where sidewalk could or should be located. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- 0 (0.0%) lineal feet of adequate sidewalk
- 0 (0.0%) lineal feet of deteriorating sidewalk
- 500 (100.0%) lineal feet of no sidewalk.

There are no sidewalks present within the study area accessible to pedestrian traffic. Considering the uses along Capital Avenue there should be sidewalk in place. However, this is considered a County Highway and was developed as a rural section road. At some point in the future, sidewalk would be a nice improvement.

The lack of sidewalk is likely due to the fact that this part of Grand Island was once outside the corporate limits and Capital in places is still functioning similar to a rural section roadway. This is something that will need to be undertaken in the future.

Curb and Gutter

Curb and Gutters have a number of direct and indirect roles in neighborhoods. Their primary functions is to be a barrier to collect and direct water to be drained away. On a secondary level, they can help define where the streets start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

Curb and gutter for the Study Area were examined similarly to sidewalks. The curb and gutter were graded as either adequate, deteriorating, dilapidated, or missing.

Within the study area there is approximately 500 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

- 0 (0.0%) lineal feet of adequate curb and gutter
- 0 (0.0%) lineal feet of deteriorating curb and gutter
- 500 (100.0%) lineal feet of no curb and gutter or rural section.
- There was no curb and gutter deemed to be dilapidated.

In total, 100% of the study area has no curb and gutter present.

The lack of curb and gutter is likely due to the fact that this part of Grand Island was once outside the corporate limits and Capital in places is still functioning similar to a rural section roadway. This is something that will need to be undertaken in the future. However, this is

Figure 3: Structural Condition Map



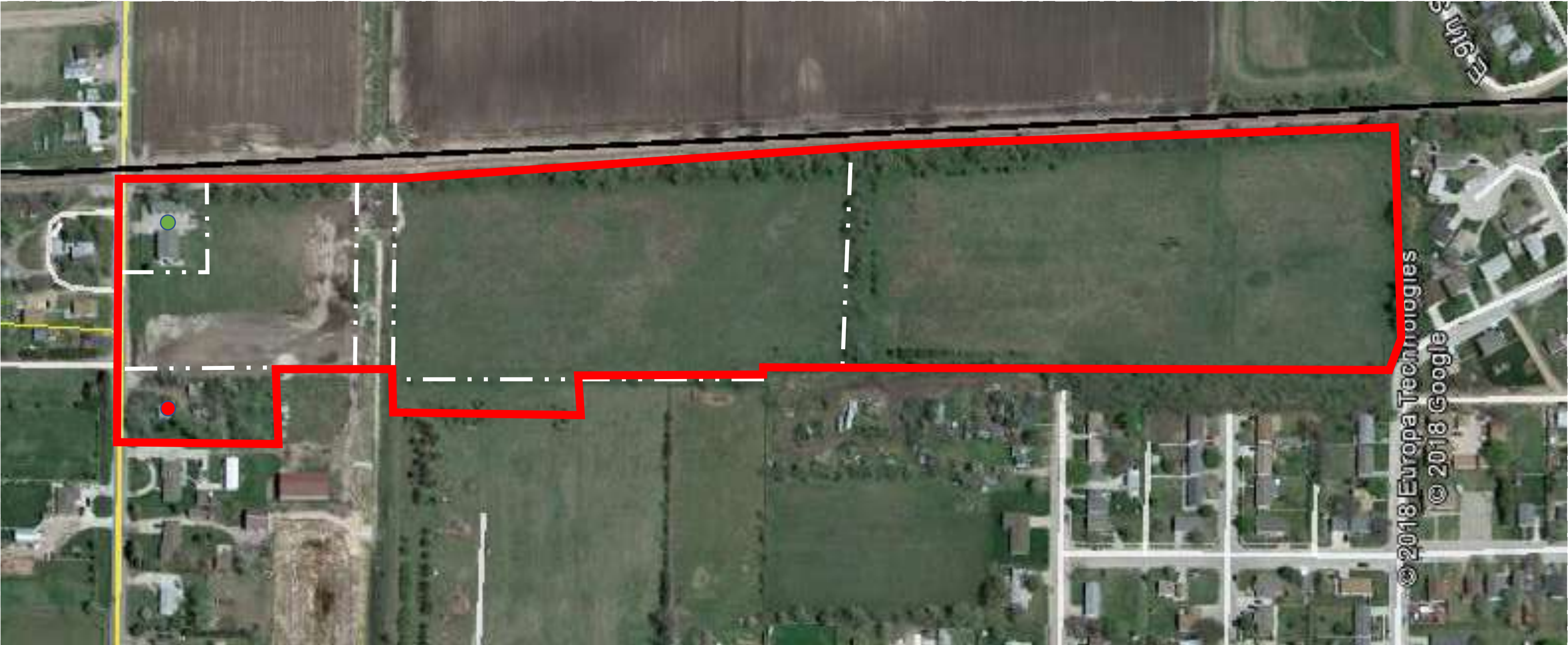
Source: Google Earth, Hall County Assessor and Marvin Planning Consultants 2018
Note: Lines and Aerial may not match.



- Good Conditions
- Badly Worn Out



Figure 4: Structural Age Map



Source: Google Earth, Hall County Assessor and Marvin Planning Consultants 2018
Note: Lines and Aerial may not match.



- Less than 40 years of age
- 40 years old or older



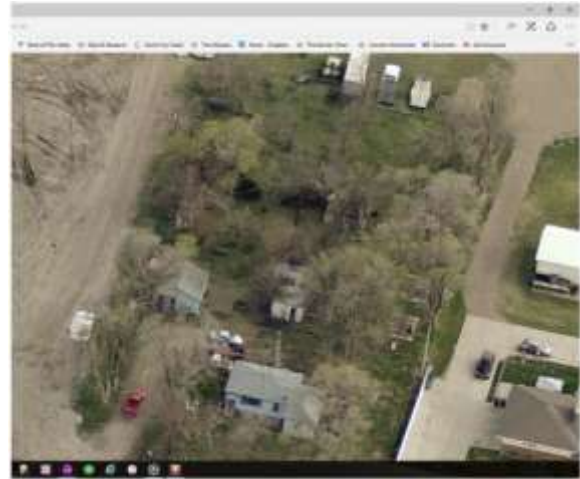
considered a County Highway and was developed as a rural section road. At some point in the future, when the area becomes more urbanized, curb and gutter may become a necessity.

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

Insanitary and Unsafe Conditions

The property on the immediate western edge of the study area has a considerable number of dilapidated structures (old dog kennels) behind the primary structure. The observations have been made from Capital Avenue and the use of aerial photography.

The condition of these structures a direct contributing factor to the area being considered blighted.



Dangerous conditions to life or property due to fire or other causes

The property on the immediate western edge of the study area has a considerable number of dilapidated structures (old dog kennels) behind the primary structure. The observations have been made from Capital Avenue and the use of aerial photography.

The condition of these structures a direct contributing factor to the area being considered blighted.

Stable or decreasing population based on the last two decennial censuses

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

Age of Structure

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

TABLE 2: AVERAGE STRUCTURAL AGE, BY METHOD - 2017

	Number of Structures	Construction date	Age	Cumulative Age
	1	1952	65	65
	1	1980	37	37
	0			
Total Cumulative	2			102
Average Age				51.0

Source: Hall County Assessor's and Marvin Planning Consultants 2017

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

- 1 (50.0%) unit was determined to be 40 years of age or older
- 1 (50.0%) unit was determined to be less than 40 years of age

However, when examining the age based upon a cumulative approach, as in Table 2, the average age of the primary structures is equal to 51.0 years; thus, meeting the requirements of the statutes.

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

Blighting Summary

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

- **Substantial number of deteriorating structures**
 - Within the study area 50.0% of the primary structures were deemed to be in worn out condition.
- **Deterioration of site or other improvements**
 - Sidewalk is missing along Capital Avenue within the study area
 - Curb and Gutter is missing along Capital Avenue within the study area
- **Combination of factors which are impairing and/or arresting sound growth.**
 - The study area abuts a railroad spur
 - The study area has a drainage ditch through its middle.
 - The 11+ acres to the south has limited to no access to public rights-of-way
- **Insanitary and Unsafe Conditions**
 - The western most property within the study area contains numerous accessory structures on site that are in a worn-out state and are unsafe
- **Dangerous conditions to life or property due to fire or other causes**
 - The western most property within the study area contains numerous accessory structures on site that present a dangerous condition relating to life or property due to fire or other causes.
- **Diversity of Ownership**
 - There are three different property owners in the study area including the City of Grand Island.
 - The diversity of ownership may be a barrier to future development.
- **Faulty Lot Layout**
 - A portion of the study area has limited access to public rights-of-way.
 - Three lots, along the eastern edge, abut a railroad spur.
- **Defective/Inadequate Street layouts**
 - There is very limited access to the vacant land at the southern portion of the study area.
- **Stable or decreasing population based on the last two decennial censuses**
 - The population of the Study Area has remained stable over the past two decennial censuses.

Criteria under Part B of the Blight Definition

- **The average age of the residential or commercial units in the area is at least forty years**
 - 1 (50.0%) buildings or improvements were determined to be 40 years of age or older
 - 1 (50.0%) buildings or improvements were determined to be less than 40 years of age
 - The average age based upon a cumulative age calculation is 51.0 years.

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

- Improper Subdivision or Obsolete Platting
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.

- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

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

Substandard Conditions

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

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

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

- 1 (50.0%) units were determined to be more than 40 years of age
- 1 (50.0%) units were determined to be less than 40 years of age
- In addition, the cumulative approach gives this area an average age of 51.0 years.

There is a predominance of units 40 years of age or older.

Substandard Summary

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

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

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #26

Blight Study Area #26 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- **Substantial number of deteriorating structures**
- **Deterioration of site or other improvements**
- **Combination of factors which are impairing and/or arresting sound growth.**
- **Insanitary and Unsafe Conditions**
- **Dangerous conditions to life or property due to fire or other causes**
- **Diversity of Ownership**
- **Faulty Lot Layout**
- **Defective/Inadequate Street layouts**
- **Stable or decreasing population based on the last two decennial censuses**
- **The average age of the residential or commercial units in the area is at least forty years**

Substandard Conditions

- **Average age of the structures in the area is at least forty years**



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item I-1

**#2018-104 - Consideration of Approving Amendment to the
Redevelopment Plan for CRA Area 1 for Site Specific
Redevelopment Plan located at 408 East 2nd Street (Weinrich
Developments, Inc.)**

This item relates to the aforementioned Public Hearing item E-7.

Staff Contact: Chad Nabity

RESOLUTION 2018-104

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: acquisition of property and redevelopment to allow for the construction of a three unit apartment building near 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	☐ _____
April 6, 2018	☐ 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.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item I-2

**#2018-105 - Consideration of Skeet Field Expansion Project to be
Donated at Heartland Public Shooting Park**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: April 10, 2018

Subject: Consideration of a Skeet Field Expansion Project to be Donated at the Heartland Public Shooting Park

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

Background

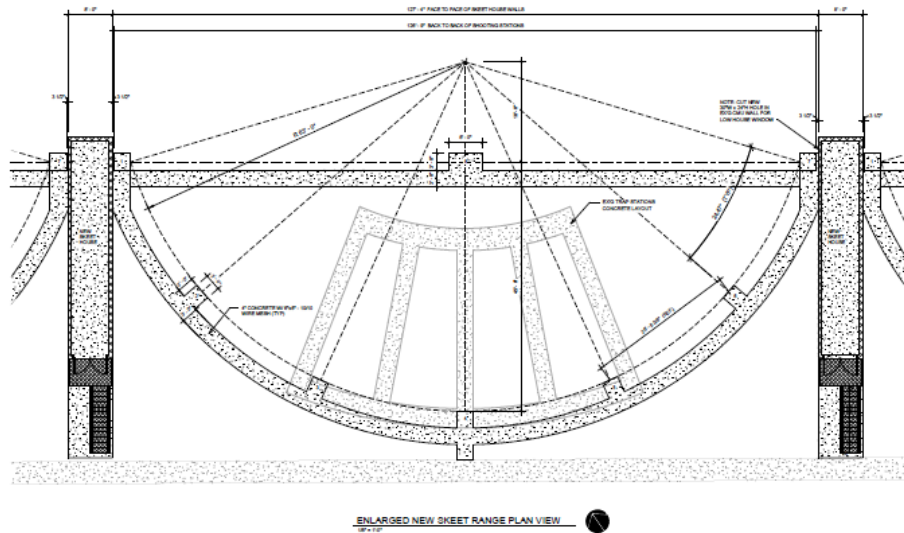
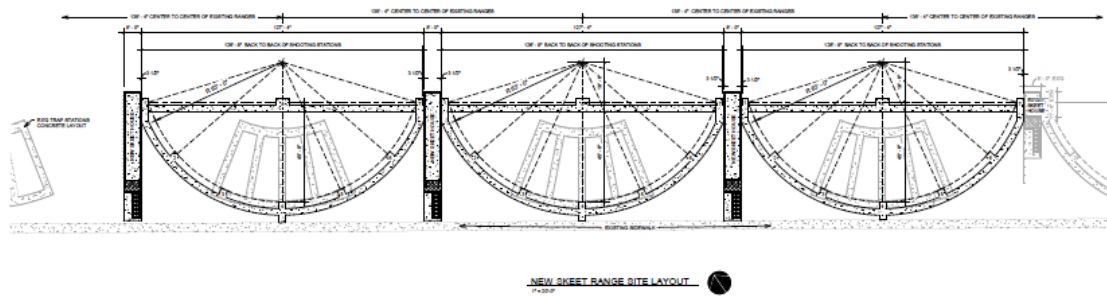
The Heartland Public Shooting Park (HPSP) consists of 420 acres of land just west of Grand Island. Currently the facility includes six skeet ranges, eight trap fields, a fifteen station sporting clays course, rifle and pistol ranges, 3-D archery, a seven acre lake, and a RV campground. The facility has been developed with a combination of City and private funds. HPSP has become regionally and nationally recognized as one of the premier shooting sports facilities in the country.

The final stages are currently being completed to finalize a new Olympic Bunker Trap venue that has been funded by Grand Island Skeet and Sporting Clays, Inc.

Discussion

Grand Island Skeet and Sporting Clay's, Inc. has quickly gone to work to raise additional funds for another project. They have proposed to build three (potentially four if funding allows) new skeet ranges. The skeet ranges will be overlaid on top of the existing trap ranges. Additional property will not be required for the improvement.

The additional skeet ranges will enhance HPSP by making events run more quickly, increased efficiency, and make the park more attractive for larger events. The total cost of the improvement is estimated at \$225,000.



Although the improvement will be funded privately, the City will have final approval of design and equipment prior to installation. Upon completion of the project the City will be responsible for maintaining the improvement. City staff will be responsible for servicing the equipment and operational expenses as it does the other venues at HPSP. At this time no additional FTE's are requested to support the additional range. It is very likely additional FTE requests may come forward in future City budgets as the expanded facility attracts additional events and to support the overall continued growth of the park.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve the resolution authorizing expansion of the skeet ranges to be constructed at the Heartland Public Shooting Park with donated funds provided by the Grand Island Skeet and Sporting Clays, Inc.

Sample Motion

Move to approve the resolution authorizing expansion of the skeet ranges to be constructed at the Heartland Public Shooting Park with donated funds provided by the Grand Island Skeet and Sporting Clays, Inc.

RESOLUTION 2018-105

WHEREAS, the Heartland Public Shooting Park is owned and operated by the City; and

WHEREAS, the Grand Island Skeet and Sporting Clays Club approached the City with a proposal of building three new skeet ranges that will be overlaid on top of the existing trap ranges at the Heartland Public Shooting Park; and

WHEREAS, the Grand Island Skeet and Sporting Clays Club proposes to raise all funds necessary to build the estimated \$225,000.00 improvement; and

WHEREAS, the City will be responsible for the management and operation of the proposed improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that they approve the proposal to build three new skeet ranges that will be overlaid on top of the existing trap ranges at the Heartland Public Shooting Park with donated funds provided by the Grand Island Skeet and Sporting Clays Club.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 6, 2018	☐ City Attorney



City of Grand Island

Tuesday, April 10, 2018

Council Session

Item J-1

Approving Payment of Claims for the Period of March 28, 2018 through April 10, 2018

The Claims for the period of March 28, 2018 through April 10, 2018 for a total amount of \$2,079,453.18. A MOTION is in order.

Staff Contact: William Clingman