
City of Grand Island



Tuesday, May 28, 2019 Council Session Agenda

City Council:

**Jason Conley
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Clay Schutz
Mark Stelk**

Mayor:

Roger G. Steele

Interim City Administrator:

Jerry Janulewicz

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 - Pastor Jim Reynolds, Berean Bible Church, 4116 West Capital Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item D-1

#2019-BE-4 - Consideration of Determining Benefits for Fonner Park Business Improvement District

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: May 28, 2019

Subject: Consideration of Determining Benefits for Fonner Park Business Improvement District

Presenter(s): Patrick Brown, Finance Director

Background

On February 14, 2017, the City Council adopted Ordinance #9622 creating the Fonner Park Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On April 16, 2019 the Fonner Park BID Board met and approved the 2019-2020 budget which provides for special assessments in the amount \$12/front foot. On April 23, 2019, City Council approved the BID budget and set the date for Board of Equalization as May 28, 2019.

Discussion

The reformation of the Fonner Park BID that occurred in 2017 created the Fonner Park BID as a perpetual entity. Where, in the past, it had to be renewed in 3-year terms. A secondary result of the perpetual formation is that the creation of the district as it exists today took longer than usual and resulted in the special assessments for the district being levied “off-cycle” from the City Budget. This misaligned the collection of funds from when the funding is needed. It also leads to confusion when discussing the budget with the BID board and public. The proposed fix to this is for the Fonner Park BID to levy their special assessment for what is effectively an 18 month time period, which is why the requested amount is higher than it would usually being. The Fonner Park BID is also using some of their cash reserves to lessen the impact on the members of their district. If the 2019-2020 special assessment is approved then the next special assessment for the district will not occur until October of 2020.

In this district, assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on May 28, 2019. The budgeted assessments of \$59,182.52 will be charged to property owners in the district based on their front footage. Attached

is a summary of the notice given to owners within the BID and published in the Grand Island Independent on May 2, 9, and 16, 2019,

Alternatives

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

1. Approve the proposed Special Assessments.
2. Deny the proposed Special Assessments.
3. Send back to the BID Board for adjustment.

Recommendation

City Administration recommends that the Board of Equalization approve the proposed Special Assessments for the Fonner Park BID totaling \$59,182.52.

Sample Motion

Move to approve the Special Assessments as proposed.

NOTICE OF BOARD OF EQUALIZATION HEARING

Fonner Park Business Improvement District

NOTICE is hereby given to all persons owning real estate in Fonner Park Business Improvement District in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on May 28, 2019 at 7:00 p.m., to determine the amount of the special assessments to be levied within the district, to hear any objections or protests by landowners in the district, and to levy assessments against said real property.

The general purpose for the assessment is

(A) Improvement of any public place or facility in the district area, including landscaping, physical improvements for decoration or security purposes, and plantings and maintenance, repair, and reconstruction of any improvements or facilities authorized by the Business Improvement District Act, including, but not limited to, maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trees, shrubs and grass and other decorative improvements; snow removal from the sidewalks parallel to S. Locust; purchase of equipment, materials, supplies or other expenses to accomplish the purposes of the district, and other incidental or ongoing expense as needed for the maintenance, improvement and beautification of the green belt area.

(B) Employing or contracting for personnel, including administrators for any improvement program under the act, and providing for any service as may be necessary or proper to carry out the purposes of the act, including, but not limited to, employment of or contracting for personnel to accomplish the purposes of the district and to accomplish the goals and objectives of the Business Improvement Board of the district; and

The name of the record landowner, the description of land to be assessed, and the amounts proposed to be assessed are as follows:

OWNER	LEGAL NAME	Assessment Amount
WESTERBY/MICHAEL J & MANDY	JANISCH SUB PT LT 1	1,439.47
MCDERMOTT/NIELS C	BROWNELL SUB XC .0051 AC TO ROW LT 1 XC E 10'	795.05
WILTGEN CORP II	KIRKPATRICK SUB LT 5	846.57
WILTGEN CORP II	KIRKPATRICK SUB LT 6	833.89
DA-LY PROPERTIES LLC	LABELINDO SECOND SUB PT LT 1 XC 18.3 FT TO CITY	3,354.92
ZANA/JAMES SCOTT	R & R SUB PT LT 1	1,688.67
CASEY'S RETAIL CO	PLEASANT HOME SUB XC CITY E 1/2 OF S 1/2 BLK 9	1,684.59
LOCUST STREET LLC	PLEASANT HOME SUB XC CITY BLK 16	3,080.93

OBERG/DANNY K	ROEPKE SUB PT LT 2 & PT LT 1	1,852.06
OBERG/DANNY K	ROEPKE SECOND SUB PT LT 1	545.98
EDWARDS BUILDING CORP	FONNER SUB LT 1 XC CITY	1,624.87
BOSSELMAN REAL ESTATE LLC	FONNER FOURTH SUB LT 1	5,838.87
1803 LLC	FONNER SECOND SUB XC CITY LT 5	2,398.35
1803 LLC	FONNER SECOND SUB XC CITY LT 6	4,801.86
TOWN & COUNTRY LLC	FONNER THIRD SUB PT LT 1 & PT LT 3	4,077.95
WILLIAMS HOSPITALITY LLC	FONNER THIRD SUB REPLATTED PT LT 3	1,685.57
LOCUST STREET LLC	MISCELLANEOUS TRACTS 21-11-9 PT SE 1/4 SE 1/4 .20 AC TO CITY .817 AC	2,520.43
REILLY/MICHAEL J & CAREY M	JNW SUB LT 1	1,798.19
EDWARDS BUILDING CORP	JNW SECOND SUB LT 1	1,989.99
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 2	1,297.19
BRADDY/CINDY	MISCELLANEOUS TRACTS XC TO CITY 21-11-9 PT SE 1/4 SE 1/4 .78 AC	1,614.54
AREC 7, LLC	MISCELLANEOUS TRACTS 21-11-9 XC CITY PT SE 1/4 SE 1/4 1.17 AC	2,441.26
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 1	1,496.34
GOODWILL INDUST OF GREATER NEBR	GOODWILL SIXTH SUB LT 2	2,180.03
HALL COUNTY LIVESTOCK IMPROVEMENT ASSN	MISCELLANEOUS TRACTS 22-11-9 TO THE CITY OF GRAND ISLAND PT SW 1/4 SW 1/4 & PT NW 1/4 SW 1/4 XC .15 A CITY & 1.03 AC FONNER RD XC .05 AC CITY XC .98 AC CITY 23.97 AC	3,822.62
SANCHEZ/FILEMON	R & R SUB PT LT 2	1,672.24
PREFERRED ENTERPRISES LLC	FONNER FOURTH SUB TO CITY ROW PT LT 2	1,800.11
		59,182.52

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

RaNae Edwards, City Clerk

Publish once each week for three weeks:

May 2, 2019
May 9, 2019
May 16, 2019

RESOLUTION 2019-BE-4_____

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Fonner Park Business Improvement District , after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$59,182.52; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Fonner Park Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

OWNER	LEGAL NAME	Assessment Amount
WESTERBY/MICHAEL J & MANDY	JANISCH SUB PT LT 1	1,439.47
MCDERMOTT/NIELS C	BROWNELL SUB XC .0051 AC TO ROW LT 1 XC E 10'	795.05
WILTGEN CORP II	KIRKPATRICK SUB LT 5	846.57
WILTGEN CORP II	KIRKPATRICK SUB LT 6	833.89
DA-LY PROPERTIES LLC	LABELINDO SECOND SUB PT LT 1 XC 18.3 FT TO CITY	3,354.92
ZANA/JAMES SCOTT	R & R SUB PT LT 1	1,688.67
CASEY'S RETAIL CO	PLEASANT HOME SUB XC CITY E 1/2 OF S 1/2 BLK 9	1,684.59
LOCUST STREET LLC	PLEASANT HOME SUB XC CITY BLK 16	3,080.93
BERG/DANNY K	ROEPKE SUB PT LT 2 & PT LT 1	1,852.06
BERG/DANNY K	ROEPKE SECOND SUB PT LT 1	545.98
EDWARDS BUILDING CORP	FONNER SUB LT 1 XC CITY	1,624.87
BOSSelman REAL ESTATE LLC	FONNER FOURTH SUB LT 1	5,838.87
1803 LLC	FONNER SECOND SUB XC CITY LT 5	2,398.35
1803 LLC	FONNER SECOND SUB XC CITY LT 6	4,801.86
TOWN & COUNTRY LLC	FONNER THIRD SUB PT LT 1 & PT LT 3	4,077.95
WILLIAMS HOSPITALITY LLC	FONNER THIRD SUB REPLATTED PT LT 3	1,685.57
LOCUST STREET LLC	MISCELLANEOUS TRACTS 21-11-9 PT SE 1/4 SE 1/4 .20 AC TO CITY .817 AC	2,520.43
REILLY/MICHAEL J & CAREY M	JNW SUB LT 1	1,798.19
EDWARDS BUILDING CORP	JNW SECOND SUB LT 1	1,989.99
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 2	1,297.19

Approved as to Form ☐ _____
June 20, 2019 ☐ City Attorney

BRADDY/CINDY	MISCELLANEOUS TRACTS XC TO CITY 21-11-9 PT SE 1/4 SE 1/4 .78 AC	1,614.54
AREC 7, LLC	MISCELLANEOUS TRACTS 21-11-9 XC CITY PT SE 1/4 SE 1/4 1.17 AC	2,441.26
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 1	1,496.34
GOODWILL INDUST OF GREATER NEBR	GOODWILL SIXTH SUB LT 2	2,180.03
HALL COUNTY LIVESTOCK IMPROVEMENT ASSN	MISCELLANEOUS TRACTS 22-11-9 TO THE CITY OF GRAND ISLAND PT SW 1/4 SW 1/4 & PT NW 1/4 SW 1/4 XC .15 A CITY & 1.03 AC FONNER RD XC .05 AC CITY XC .98 AC CITY 23.97 AC	3,822.62
SANCHEZ/FILEMON	R & R SUB PT LT 2	1,672.24
PREFERRED ENTERPRISES LLC	FONNER FOURTH SUB TO CITY ROW PT LT 2	1,800.11
		59,182.52

— — —

Adopted by the City Council of the City of Grand Island, Nebraska, on May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item D-2

#2019-BE-5 - Consideration of Determining Benefits for South Locust Business Improvement District

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: May 28, 2019

Subject: Consideration of Determining Benefits for South Locust Business Improvement District

Presenter(s): Patrick Brown, Finance Director

Background

On February 14, 2017, the City Council adopted Ordinance #9623 creating the South Locust Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On April 17, 2019 the South Locust BID Board met and approved the 2019-2020 budget which provides for special assessments in the amount of \$14.25/front foot. On April 23, 2019, City Council approved the BID budget and set the date for Board of Equalization as May 28, 2019.

Discussion

The reformation of the South Locust BID that occurred in 2017 created the South Locust BID as a perpetual entity. Where, in the past, it had to be renewed in 3-year terms. A secondary result of the perpetual formation is that the creation of the district as it exists today took longer than usual and resulted in the special assessments for the district being levied “off-cycle” from the City Budget. This misaligned the collection of funds from when the funding is needed. It also leads to confusion when discussing the budget with the BID board and public. The proposed fix to this is for the South Locust BID to levy their special assessment for what is effectively an 18 month time period, which is why the requested amount is higher than it would usually being. The Board also requested that payments are not noted as delinquent until 120 days after the Board Of Equalization has levied them. If the 2019-2020 special assessment is approved then the next special assessment for the district will not occur until October of 2020.

In this district, assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on May 28, 2019. The budgeted assessments of \$142,089.76 will be charged to property owners in the district based on their front footage. Attached

is a summary of the notice given to owners within the BID and published in the Grand Island Independent on May 2, 9, and 16, 2019,

Alternatives

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

1. Approve the proposed Special Assessments.
2. Deny the proposed Special Assessments.
3. Send back to the BID Board for adjustment.

Recommendation

City Administration recommends that the Board of Equalization approve the proposed Special Assessments for the South Locust BID totaling \$142,089.76.

Sample Motion

Move to approve the Special Assessments as proposed.

NOTICE OF BOARD OF EQUALIZATION HEARING

South Locust Business Improvement District

NOTICE is hereby given to all persons owning real estate in South Locust Business Improvement District in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on May 28, 2019 at 7:00 p.m., to determine the amount of the special assessments to be levied within the district, to hear any objections or protests by landowners in the district, and to levy assessments against said real property.

The general purpose for the assessment is

(A) Improvement of any public place or facility in the district area, including landscaping, physical improvements for decoration or security purposes, and plantings and maintenance, repair, and reconstruction of any improvements or facilities authorized by the Business Improvement District Act, including, but not limited to, maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trees, shrubs and grass and other decorative improvements; snow removal from the sidewalks parallel to S. Locust; purchase of equipment, materials, supplies or other expenses to accomplish the purposes of the district, and other incidental or ongoing expense as needed for the maintenance, improvement and beautification of the green belt area.

(B) Employing or contracting for personnel, including administrators for any improvement program under the act, and providing for any service as may be necessary or proper to carry out the purposes of the act, including, but not limited to, employment of or contracting for personnel to accomplish the purposes of the district and to accomplish the goals and objectives of the Business Improvement Board of the district; and

The name of the record landowner, the description of land to be assessed, and the amounts proposed to be assessed are as follows:

OWNER	LEGAL NAME	ASSESSMENT AMOUNT
MMY HOSPITALITY LLC	BURCH SUB W 273' LT 1 XC CITY	1,996.47
CASEY'S RETAIL COMPANY	BURCH SUB W 125' LT 2-3-4 XC CITY	2,565.39
FUGATE/J LARRY	BURCH SUB LT 5 XC CITY	1,706.22
WILLIAMS/MICHAEL S & SANDRA S	BURCH SECOND SUB LT 1 XC CITY	2,001.81
EATING ESTABLISHMENT/THE	RUNZA SUB LT 1 XC CITY	2,200.10
WILLIS/RONALD J & LORI D	HOLCOMB'S HIGHWAY HOMES E 100' LT 12 XC CITY & E 100' LT 13 XC CITY	2,849.82

WILLIS/RONALD J	HOLCOMB'S HIGHWAY HOMES LT 14 XC CITY	1,561.07
ROYELLE INC	HOLCOMB'S HIGHWAY HOMES LT 15 XC CITY	1,545.19
ROYELLE INC	BARTZ SUB LT 1	1,553.17
MEHRING/DONALD D	SHOVLAIN SECOND SUB LT 3	2,214.12
CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 52' LT 19 & N 1' LT 20	745.75
CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 108' LT 20 XC CITY	1,553.53
KERSHNER PROPERTIES, LLC	HOLCOMB'S HIGHWAY HOMES N 60' LT 22 XC CITY	844.23
HOLIDAY PLAZA LLC	HOLCOMB'S HIGHWAY HOMES LT 21 XC CITY	1,553.53
DA-LY PROPERTIES LLC	HOLCOMB'S HIGHWAY HOMES N 12' LT 24 XC CITY & S 98' LT 23 XC CITY	1,567.53
KERSHNER PROPERTIES, LLC	HOLCOMB'S HIGHWAY HOMES S 49' LT 22 & N 11' LT 23 XC CITY	854.96
LLAMAS JR/MOISES	HOLCOMB'S HIGHWAY HOMES ADDITION S 97' LT 24 XC CITY & N 38' LT 26~ XC CITY & ALL 25 XC CITY~	3,476.13
DEGAN LOCUST LLC	HOLCOMB'S HIGHWAY HOMES N 79' LT 27 XC CITY & S 71' LT 26 XC CITY	2,138.48
SOUTH POINT DEVELOPMENT, LLC	MATTHEWS SUB PT LT 25 XC CITY	3,858.28
KAY ENTERPRISES GRAND ISLAND LLC	GARRISON SUB LT 1 XC CITY	3,238.08
CITY OF GRAND ISLAND	MIL-NIC SECOND SUB TO THE CITY OF GRAND ISLAND LT 1	1,697.31
CALM NIGHTS LLC	MIL-NIC SECOND SUB LT 2	3,898.57
PAULSEN AND SONS INC	ROUSH'S PLEASANTVILLE TERRACE SUB LTS 1 & 28 XC CITY & ALL LTS 2-3-26-27	2,850.75
MEHRING/DONALD D	SHOVLAIN SECOND SUB LT 2	1,710.35
CARPENTER/REX E & JONADYNE A	WOODLAND FIRST SUB LT 1 200' X 400' XC CITY	2,914.77
CARPENTER/REX E & JONADYNE A	WOODLAND FIRST SUB LT 2 200' X 400' XC CITY	2,850.57
EQUITABLE FEDERAL SAVINGS	WOODLAND FIRST SUB LT 3 XC CITY	2,850.88
OBERG/DANNY K	WOODLAND FIRST SUB LT 4 XC CITY	2,836.32
BOURKE/JEFFREY T & KARI K	WOODLAND FIRST SUB LT 5 XC CITY	2,850.88

RASMUSSEN JR/RICHARD S	WOODLAND FIRST SUB N 50' OF E 260' LT 6 XC CITY	710.40
PAM'S RENTALS LLC	WOODLAND FIRST SUB S 126' OF E 260' LT 6 XC CITY	1,804.48
ALPHA CORP	WOODLAND FIRST SUB E 260' LT 8 XC CITY	2,990.20
SOUTHEAST CROSSINGS LLC	WOODLAND SECOND SUB LT 11 XC CITY	7,771.69
BOSELMAN INC	WOODLAND SECOND SUB LT 8	2,133.51
CARPENTER REAL ESTATE INC	WOODLAND SECOND SUB LT 9	2,137.49
LAUB-OTTO, LLC	WOODLAND SECOND SUB LT 10	2,256.62
RASMUSSEN JR/RICHARD S	WOODLAND THIRD SUB LT 1 XC N 25' OF E 260' XC CITY	1,067.66
DJ & DK PROPERTIES LLC	WOODLAND THIRD SUB N 25' OF E 260' LT 1 XC CITY & LT 2 XC CITY	1,780.18
ALLEN/TAMARA J & JOHN L	WOODRIDGE SOUTH SUB LT 1 XC CITY	3,596.21
DEGAN LOCUST LLC	WOODRIDGE SOUTH SUB LT 2 XC CITY	1,545.11
SOUTH POINTE DEVELOPMENT LLC	SOUTH POINTE SUB LT 1	3,526.91
SARASWATI LLC	MISCELLANEOUS TRACTS 27-11-9 PT N 1/2 SW 1/4 SW 1/4 3.03 A	7,155.90
PLATTE VALLEY STATE BANK &	EQUESTRIAN MEADOWS SUB LT 1	2,539.93
COMMUNITY REDEVELOPMENT AUTHORITY	DESERT ROSE SUB PT LT 1 XC CITY	6,012.70
ROBB/THEODORE J	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 XC CITY 5.08 AC	4,792.59
RIGI HOSPITALITY LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 PT LT 4 ISLAND XC CITY 4.85 AC	4,585.37
LLAMAS/MOISES & OLIVIA	KNOX SUB LOT 1 XC CITY	1,997.79
ALL FAITHS FUNERAL HOME LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 NW 1/4 SW 1/4 2.34 AC	3,445.49
PHARMACY PROPERTIES LLC	EQUESTRIAN MEADOWS SUB LT 2	2,066.13
WILLIS/RONALD J & LORI D	MISCELLANEOUS TRACTS 28-11-9 PT NE 1/4 NE 1/4 XC CITY .445 AC	1,424.91
ROBB/MASON D	KNOX THIRD SUB LT 2 XC CITY	1,868.78
ROBB/TED	KNOX THIRD SUB LT 3 XC CITY	1,097.16

O'REILLY AUTO ENTERPRISES, LLC	RUNZA SUB LT 2 XC CITY	2,217.74
ROBB/MASON D	KNOX THIRD SUB LT 1 XC CITY	2,184.49
FAULKNER/MARK A & SUZANNE G	EQUESTRIAN MEADOWS SUB LT 3	2,624.22
HERITAGE HOSPITALITY INC	VANOSDALL SUB LT 1	1,260.76
VANOSDALL/DELVIN WAYNE	VANOSDALL SUB LT 2	1,011.08
		142,089.76

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

RaNae Edwards, City Clerk

Publish once each week for three weeks:

May 2, 2019
May 9, 2019
May 16, 2019

RESOLUTION 2019-BE-5__

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for South Locust Business Improvement District, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$142,089.76; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within South Locust Park Business Improvement District, such benefits are the sums set opposite the several descriptions as follows:

OWNER	LEGAL NAME	ASSESSMENT AMOUNT
MMY HOSPITALITY LLC	BURCH SUB W 273' LT 1 XC CITY	1,996.47
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KERSHNER PROPERTIES, LLC	HOLCOMB'S HIGHWAY HOMES N 60' LT 22 XC CITY	844.23
HOLIDAY PLAZA LLC	HOLCOMB'S HIGHWAY HOMES LT 21 XC CITY	1,553.53
DA-LY PROPERTIES LLC	HOLCOMB'S HIGHWAY HOMES N 12' LT 24 XC CITY & S 98' LT 23 XC CITY	1,567.53

Approved as to Form ☐ _____
June 20, 2019 ☐ City Attorney

KERSHNER PROPERTIES, LLC	HOLCOMB'S HIGHWAY HOMES S 49' LT 22 & N 11' LT 23 XC CITY	854.96
LLAMAS JR/MOISES	HOLCOMB'S HIGHWAY HOMES ADDITION S 97' LT 24 XC CITY & N 38' LT 26~ XC CITY & ALL 25 XC CITY~	3,476.13
DEGAN LOCUST LLC	HOLCOMB'S HIGHWAY HOMES N 79' LT 27 XC CITY & S 71' LT 26 XC CITY	2,138.48
SOUTH POINT DEVELOPMENT, LLC	MATTHEWS SUB PT LT 25 XC CITY	3,858.28
KAY ENTERPRISES GRAND ISLAND LLC	GARRISON SUB LT 1 XC CITY	3,238.08
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LAUB-OTTO, LLC	WOODLAND SECOND SUB LT 10	2,256.62
RASMUSSEN JR/RICHARD S	WOODLAND THIRD SUB LT 1 XC N 25' OF E 260' XC CITY	1,067.66
DJ & DK PROPERTIES LLC	WOODLAND THIRD SUB N 25' OF E 260' LT 1 XC CITY & LT 2 XC CITY	1,780.18
ALLEN/TAMARA J & JOHN L	WOODRIDGE SOUTH SUB LT 1 XC	3,596.21

	CITY	
DEGAN LOCUST LLC	WOODRIDGE SOUTH SUB LT 2 XC CITY	1,545.11
SOUTH POINTE DEVELOPMENT LLC	SOUTH POINTE SUB LT 1	3,526.91
SARASWATI LLC	MISCELLANEOUS TRACTS 27-11-9 PT N 1/2 SW 1/4 SW 1/4 3.03 A	7,155.90
PLATTE VALLEY STATE BANK &	EQUESTRIAN MEADOWS SUB LT 1	2,539.93
COMMUNITY REDEVELOPMENT AUTHORITY	DESERT ROSE SUB PT LT 1 XC CITY	6,012.70
ROBB/THEODORE J	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 XC CITY 5.08 AC	4,792.59
RIGI HOSPITALITY LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 PT LT 4 ISLAND XC CITY 4.85 AC	4,585.37
LLAMAS/MOISES & OLIVIA	KNOX SUB LOT 1 XC CITY	1,997.79
ALL FAITHS FUNERAL HOME LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 NW 1/4 SW 1/4 2.34 AC	3,445.49
PHARMACY PROPERTIES LLC	EQUESTRIAN MEADOWS SUB LT 2	2,066.13
WILLIS/RONALD J & LORI D	MISCELLANEOUS TRACTS 28-11-9 PT NE 1/4 NE 1/4 XC CITY .445 AC	1,424.91
ROBB/MASON D	KNOX THIRD SUB LT 2 XC CITY	1,868.78
ROBB/TED	KNOX THIRD SUB LT 3 XC CITY	1,097.16
O'REILLY AUTO ENTERPRISES, LLC	RUNZA SUB LT 2 XC CITY	2,217.74
ROBB/MASON D	KNOX THIRD SUB LT 1 XC CITY	2,184.49
FAULKNER/MARK A & SUZANNE G	EQUESTRIAN MEADOWS SUB LT 3	2,624.22
HERITAGE HOSPITALITY INC	VANOSDALL SUB LT 1	1,260.76
VANOSDALL/DELVIN WAYNE	VANOSDALL SUB LT 2	1,011.08
		142,089.76

Adopted by the City Council of the City of Grand Island, Nebraska, on May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

- 4 -



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item E-1

Public Hearing on Request from Edwin Bolanos dba La Gran Billa, 613 East 4th Street for a Class “C” Liquor License

Council action will take place under Consent Agenda item G-3.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 28, 2019

Subject: Public Hearing on Request from Edwin Bolanos dba La Gran Billa, 613 East 4th Street for a Class “C” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Edwin Bolanos dba La Gran Billa, 613 East 4th Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale only inside the corporate limits of the city.

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Edwin Bolanos dba La Gran Billa, 613 East 4th Street for a Class "C" Liquor License contingent upon final inspections and completion of a state approved alcohol server/seller training program.

05/21/19
11:48

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

450
Page: 1

318

Grand Island Police Department
Supplemental Report

Date, Time: Thu May 16 13:33:00 CDT 2019
Reporting Officer: Vitera
Unit- CID

Edwin Bolanos is applying for a Class C (beer, wine, distilled spirits, on and off sale) Individual Retail Liquor License for a business called La Gran Billa which will be located at 613 E. 4th Street. La Fonda Jalisco is the former tenant at this address.

While perusing the application, I noticed that: Edwin attached a printout of a lot of convictions, he's not borrowing any money to establish and/or operate the business, he's had a liquor license for a business called La Fogatas and a liquor license for La Zona Rosa, he didn't include the city and state where he's lived since 1995, and he claims to own the building where La Gran Billa will be located.

A check was done on Edwin through Spillman and NCJIS. Spillman shows that sometime around February 2006, Edwin owned La Zona Rosa. We had quite a few calls to the club, but at this time, I'm not sure how long he owned it. I could not find a business named La Fogatas. Edwin also has numerous personal entries in Spillman. A lot of those entries are due to him owning La Pasadita Auto Sales. He has several contacts being a victim and reporting party, but he also has several traffic, criminal, and code violation contacts. He was arrested as recently as 7/6/18 for failing to appear in court on a traffic citation. One of our officers on light duty looked at Edwin in NCJIS and said he didn't find any additional convictions. Edwin has a valid Nebraska driver's license, and he doesn't have any outstanding warrants for his arrest. I also checked Edwin through a paid online law-enforcement-only database and didn't find anything out of the ordinary.

I spoke to Edwin over the phone on 5/17/19 and set up a meeting for 5/20/19 at 1000 hours. I also called the Nebraska Liquor Control Commission to see if they can find some history on La Fogatas and La Zona Rosa when Edwin owned it. I was unable to speak with anyone, but I left a voicemail for "Jackie" asking for any history they have regarding those two licenses.

Nebraska State Patrol Investigator Joe Hansen and I met with Edwin at the agreed upon time and place. I asked Edwin who helped him fill out the application, and he said that Al Fitzgerald did. I asked him how he knows Al, and he said Al is a friend who has helped him with business issues in the past. Edwin described the translation of La Gran Billa as meaning "Big farm or ranch." He also said it's a sector in El Salvador.

Most of my questions pertained to his past and current businesses. Edwin said he has lived in Grand Island for a little over twenty years. He said he lived in Los Angeles for about eight years before that and emigrated here from El Salvador. Soon after Edwin arrived in Grand Island, it appears that he bought most of the property on the south side of the 600 block of E. 4th Street. According to his application, he had liquor licenses at La Zona Rosa and La Fogatas which were both located in the 600 block of east 4th Street. If I understood Edwin correctly, he said that he was operating both places at the

05/21/19
11:48

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

450
Page: 2

same time; and it got to be too much. Like I mentioned above, Edwin also owns La Pasadita Auto Sales which is also located in the 600-700 block of E. 4th Street.

Prior to getting into the property where La Gran Billa is going to be located, Investigator Hansen and I met with Edwin in his office at La Pasadita. We walked over there, and I noticed that he doesn't have any cars on his lot. He said that the used car business has become so saturated and competitive that he can't make money. He said that's part of the reason he's opening the restaurant and bar. Edwin said he won't have any other businesses besides the restaurant/bar and the used cars and trucks.

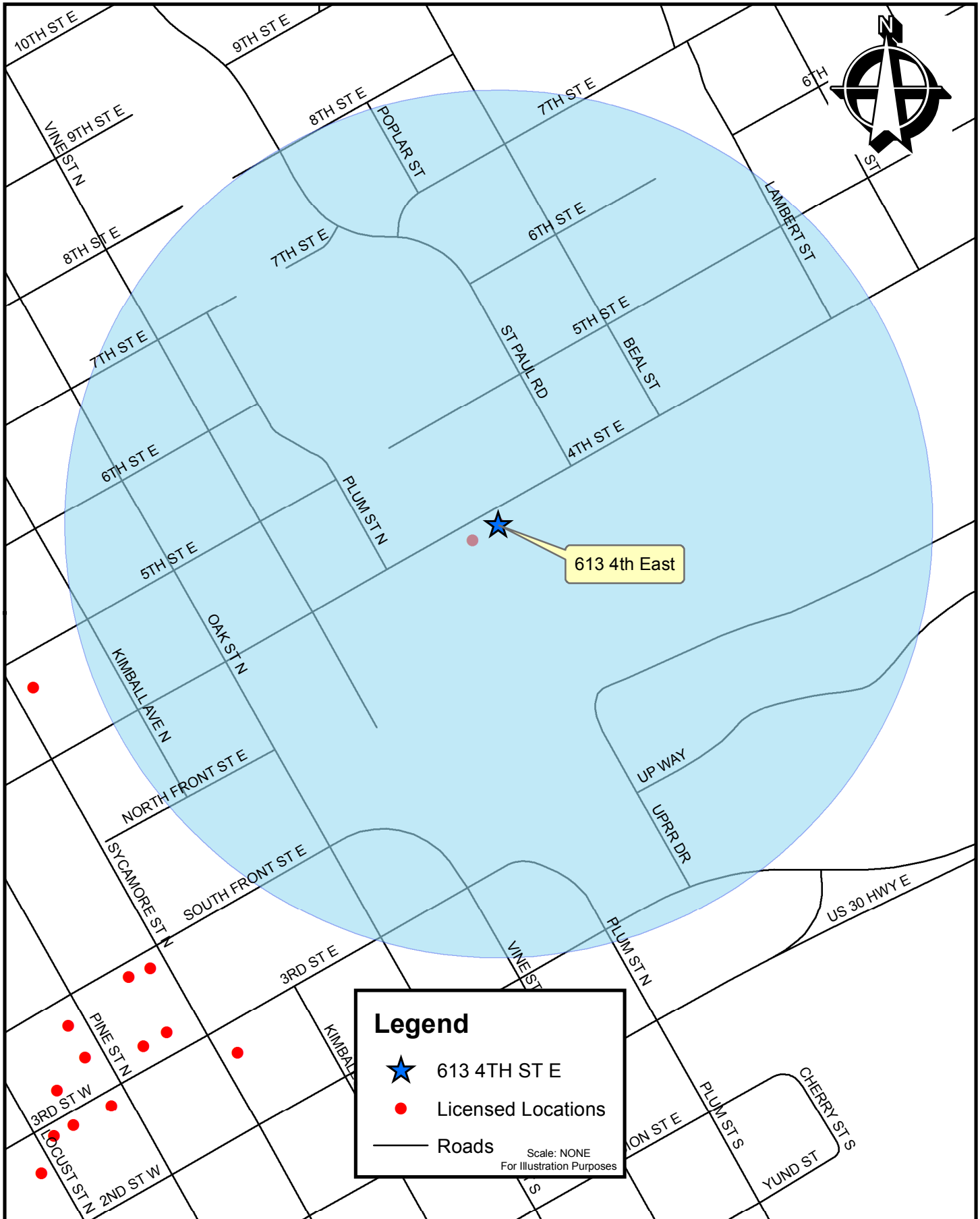
After speaking in the La Pasadita office, we walked over to the building where La Gran Billa is going to be. We asked Edwin about the DJ stereo equipment. He said he doesn't own the equipment and doesn't have any immediate plans to have music. If anything, Edwin said he might add a second pool table. His current plans are to have a restaurant that serves alcohol. However, he said he hasn't ruled out bringing in music. I told him that if he does that, he needs to have plenty of security.

I called the NLCC back and spoke with "Jackie." She advised that Edwin had a license at 613 E. 4th from 2005-2007, and a license at 611 E. 4th from 2006-2007. It was a relatively short time span, but there were no violations listed for either license.

All in all, while Edwin disclosed several convictions and didn't have any undisclosed convictions, none of them will automatically preclude him from receiving a liquor license. Also, there were some minor mistakes in the application, but nothing too significant. Lastly, with Edwin's brief history as a liquor license holder and having no violations, the Grand Island Police Department will not object to Edwin Bolanos receiving a liquor license for La Gran Billa.

= = = = =

Liquor License Application:
Class "C": La Gran Billa





City of Grand Island

Tuesday, May 28, 2019

Council Session

Item E-2

Public Hearing on Request from Ann M. Graham dba Ann's Getta Way, 2303 E. Highway 30 for an Addition to their Class "C-122422" Liquor License

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 28, 2019

Subject: Public Hearing on Request from Ann M. Graham dba Ann's Getta Way, 2303 E. Highway 30 for an Addition to their Class "C-122422" Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

Ann M. Graham dba Ann's Getta Way, 2303 E. Highway 30 has submitted an application for an addition to their Class "C-122422" Liquor License. The request is to add an outdoor area of approximately 47' x 41' to their current license.

Discussion

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

The request is to add an outdoor area of approximately 47' x 41' to their current license. Staff is recommending approval contingent upon final inspections.

Alternatives

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

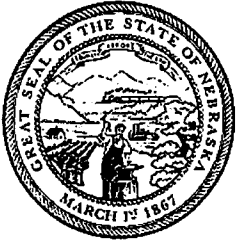
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application contingent upon final inspections.

Sample Motion

Move to approve the application for an addition to Ann M. Graham dba Ann's Getta Way, 2303 E. Highway 30 Liquor License "C-122422" for an addition to their outdoor area of approximately 41' x 47' to the current liquor license contingent upon final inspections.



Pete Ricketts
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION
Hobert B. Rupe
Executive Director
301 Centennial Mall South 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800 833-7352 (TTY)

May 9, 2019

Grand Island City Clerk
100 E 1ST STREET
PO BOX 1968
GRAND ISLAND, Ne 68801

Dear Clerk:

Please present the following application for **Addition** to your board and send us the results of that action.

ADDITION: OUTDOOR AREA

LICENSE #: C-122422
LICENSEE: ANN M GRAHAM
TRADE NAME ANN'S GETTA WAY
ADDRESS: 2303 E HIGHWAY 30
CITY/COUNTY: GRAND ISLAND/HALL
CONTACT NUMBER: 402-604-5737
CONTACT PERSON: ANN GRAHAM
EMAIL: GRAHAM.ANN@GMAIL.COM

REQUEST: ADDITION OF OUTDOOR AREA APPROX 47 X 41

**MAKING THE NEW DESCRIPTION READ: ONE STORY IRREGULAR SHAPED BUILDING
APPROX 30 X 35 WITH OUTDOOR AREA APPROX 110 X 47**

APPROVED _____ DISAPPROVED _____

Tracy Burmeister
Licensing Division

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.loc.nebraska.gov

Office Use

RECEIVED

MAY 08 2019

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Application:

- Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application
- Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS
- May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition

LIQUOR LICENSE # 122422 CLASS TYPE C
LICENSEE NAME Ann M Graham
TRADE NAME Anns Getta Way
PREMISE ADDRESS 2303 E Hwy 30
CITY Grand Island ZIP CODE 68801 COUNTY Hall
CONTACT PERSON Ann Graham
PHONE NUMBER OF CONTACT PERSON 402-604-5737
EMAIL ADDRESS OF CONTACT PERSON graham.ann@5@gmail.com

OK 5007384
Anns Getta Way
4500 ft
5/8/19



1900005780

FORM 110
REV JULY 2015
Page 1 of 2

RECEIVED

1. What is being added?
Explain the type of addition that is being requested, i.e. beer garden, adding to building
adding to beer garden
2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?
☐ YES ☒ NO
- If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. §5-177(1)).
Must include supplemental Form 134 found at this link: <http://www.lic.ne.gov/formaddiv.html>

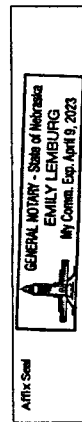
If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. §5-177(1)).
Must include supplemental Form 135 found at this link: <http://www.lic.ne.gov/formaddiv.html>

3. Include a sketch of the area to be added showing:
✓ existing licensed area with length & width in feet
✓ area to be added with length & width in feet
✓ direction north
4. If adding an outdoor area explain:
✓ type of fencing
✓ height of fence
✓ length & width of outdoor area in feet
- 12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances.
Rule Chapter 2-072.07

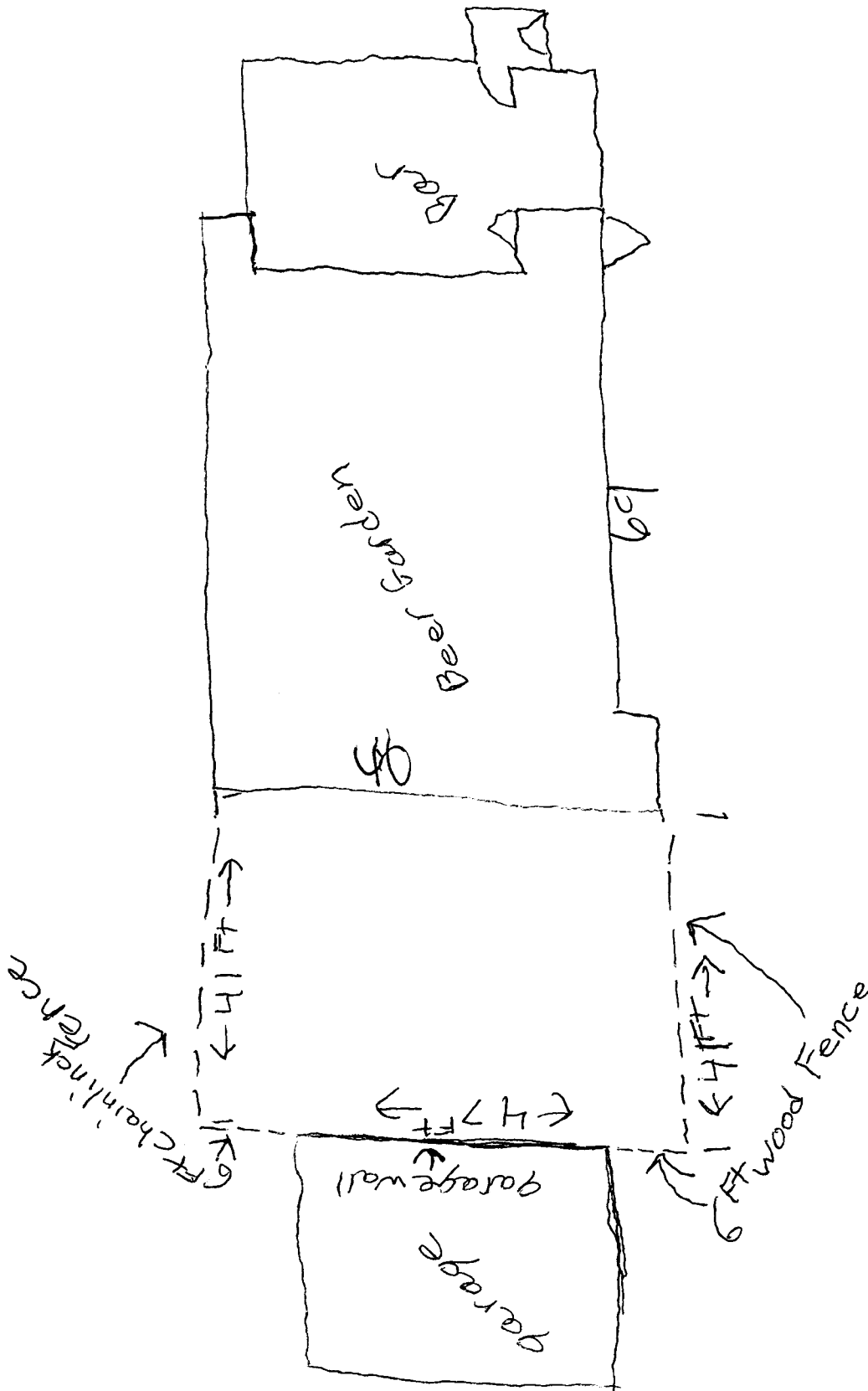
I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act.
Neb Rev Stat §53-129

Emily Lemberg
Signature of Licensee or Officer

State of Nebraska
County of Hall The foregoing instrument was acknowledged before me this
Date May 9th 2019 by Emily Lemberg
Name of person acknowledged (individual signing document)



Emily Lemberg
Notary Public Signature



WARRANTY DEED

Record and return to:

Grand Island Abstract, Escrow & Title Co.
704 West 3rd Street, Grand Island, NE 68801

KNOW ALL MEN by these presents that, **Loren L. Dennhardt and Denise K. Dennhardt f/k/a Denise K. Howell, husband and wife**, herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto **Ann M. Graham**, herein called the grantee whether one or more, the following described real property in **Hall County, NE**

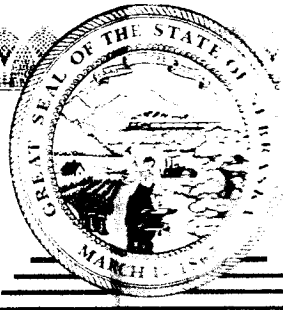
Lot Ten (10) Stehr's Subdivision, Grand Island, Hall County, Nebraska, EXCEPT that portion as shown in the Report of Appraisers filed as Document No. 200201704, and EXCEPT, Part of Lot Ten (10), Stehr's Subdivision of part of the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section Eleven (11), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska more particularly described as follows: Commencing at the Southeast corner of said Lot 10; thence northerly along the East line of said Lot 10 a distance of 73 feet; thence West at right angles a distance of 103.7 feet; thence South at right angles parallel with the East line of said Lot 10 a distance of 73 feet; thence in an easterly direction at right angles along the south line of said Lot 10 a distance of 103.7 feet to the place of beginning, and EXCEPT, A tract of land comprising a part of Lot Ten (10), Stehr's Subdivision, situated in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section Eleven (11), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows:
Beginning at the Northeast corner of said Lot Ten (10), Stehr's Subdivision; thence southerly along and upon the East line of said Lot Ten (10), a distance of One Hundred Sixty Nine and Five Tenths (169.5) feet; thence deflecting right 84° 41' and running Southwesterly a distance of One Hundred Ninety Three and Five Tenths (193.5) feet; thence deflecting right 95° 19' and running Northerly parallel to said East line of Lot Ten (10), a distance of Ninety Five and Five Tenths (95.5) feet, to the Southerly right of way line of U. S. Highway No. 30; thence Northeasterly along said right of way line, a distance of Two Hundred Thirteen and Four Tenths (213.4) feet to the place of beginning, EXCEPT a certain tract more particularly described in Return of Appraisers filed March 11, 2002 in the Register of Deeds Office as Document No. 200202679.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance **except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof**; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated this 2-12-2018.

STATE OF



NEBRASKA

LIQUOR LICENSE

UNITED UNDER PROVISIONS OF

122422

**CLASS C - ALCOHOLIC LIQUOR ON/OFF SALE
(INSIDE CORPORATE LIMITS)**

LICENSEE
GRAHAM, ANN M
314 MALLARD LN
GRAND ISLAND NE 68801

PREMISE
ANN'S GETTA WAY
2303 E HIGHWAY 30 HALL
GRAND ISLAND NE 68801

LEGAL DESCRIPTION:
ONE STORY IRREGULAR SHAPED BUILDING APPROX 30' X 35' WITH
OUTDOOR AREA APPROX 40' X 69'

WHEREAS, THE ABOVE HAS ON FILE WITH THE LIQUOR COMMISSION AN
APPLICATION AND BOND AS REQUIRED BY LAW WHICH HAS BEEN DULY APPROVED,
AND HAS PAID ALL FEES REQUIRED BY LAW, AS PROVIDED IN THE NEBRASKA
LIQUOR CONTROL ACT.

LICENSE PERIOD: 11/01/2018 - 10/31/2019

UNLESS SOONER REVOKED, SUBJECT TO THE PROVISIONS OF SAID ACT AND
SUCH RULES AND REGULATIONS AS MAY HAVE BEEN OR MAY HEREAFTER BE
PROMULGATED OR ADOPTED.

Attest

NEBRASKA LIQUOR CONTROL COMMISSION

Heidi B. Rapp

Executive Director

Robert L. Galt

Chairman



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item E-3

Public Hearing on Request from Hooker Bros. Sand & Gravel to Renew their Condition Use Permit to Allow for a Sand & Gravel Operation located at 3947 South Locust Street

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

Staff Contact: Craig Lewis

Council Agenda Memo

From : Craig Lewis, Building Department Director

Meeting: May 28, 2019

Subject: Public Hearing on Request of Hooker Bros. Sand & Gravel Inc. for a Conditional Use Permit to Allow for the Continued Operation of a Sand and Gravel Mining Facility at 3947 South Locust Street
S1/2 of SW 1/4 Section 34-11-9 (77.3 Acres)

Presenter: Craig Lewis, Building Department Director

Background:

This request is for council approval to allow for the continuing operation of a sand and gravel mining facility at the above referenced location. A conditional use permit is required as the current zoning classification, TA or Transitional Agriculture does not allow for this type of use as a permitted principal use. The zoning classification does list as a conditional use, commercial mines, quarries, sand and gravel pits and accessory uses. Conditional uses as listed in the zoning code must be approved by the City Council.

The original permit was approved on June 23, 2009 for a ten year period and listed applicable conditions.

Discussion:

Sand and gravel operations have been a part of Grand Island and the surrounding areas for a long time, as the City of Grand Island continues to grow conditions need to be implemented to assure a compatible existence for both.

City administration has developed the following restrictions, or conditions which appear appropriate to impose upon sand and gravel operations.

1). USE: The proposed uses are limited to those listed in the application, sand and gravel pumping processing, storage, stocking piling, distribution, and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants.

2). CLOSURE: A closure statement identifying improvements to the property after the closing of the sand and gravel operation is to be provided along with the application.

3). PRIMARY CONDITIONS: **(a).** The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.

(b). Pumping of product shall not be allowed within 150 feet of any public road right of way and protected by a 6 foot earthen berm during pumping. The finished width of developable property adjacent to the public right of way shall be 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line shall be maintained between the pumping operations and a finished developable width of 150' shall be provided.

(c). Pumping and other activities (including lighting) at the site shall be limited to 6:00am to 10:00pm Monday through Saturday, no Sunday operation.

(d). Any internal combustion pump motors utilized shall be equipped with a functioning "hospital grade muffler" designed to reduce exhaust noise by 32 to 40 decibels.

(e). Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within any easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code.

(f). All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

(g). No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.

(h). Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.

(i). Applicant shall maintain any and all drainage ditches that may be located upon the real property.

(j). Applicant shall not permit the hauling of sand and gravel from the premises over and across any public highway or road unless said sand and gravel is complete dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.

(k). All water accumulated upon the premises by virtue of such mining and pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

(l). Applicant shall begin the mining operation within a period of 18 months from the issuance of this permit or if the applicant fail to begin operations within the 18 months the permit shall be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 18 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

As this request is for a renewal of an existing operation the following notes specifically apply to the operation:

- 1). Use: storage of recycled material or processing of asphalt or concrete or the operation of a concrete or asphalt batch plant was not allowed.
- 2). Closure: A closure statement was provided with the original application.
- 3). Primary Conditions (l). If at any time during the life of the permit the operation shall cease for a period of 18 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

ALTERNATIVES:

It appears the Council has the following alternatives concerning the issue.

1. Approve the request with the proposed conditions, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and findings of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

RECOMMENDATION:

Approve the request finding all conditions are applicable as presented by City Administration and the City Council finds that the proposed use and application continues to promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

SAMPLE MOTION:

Move to approve the conditional use with the condition identified by the City Administration, published in the Council packet and presented at the Council meeting and finding that the application continues to conform with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: SAND & GRAVEL OPERATION
2. The owner(s) of the described property is/are: CARLO SKRUPA/ HOOKER BROTHERS SAND & GRAVEL
CONTINGENT ON CONDITIONAL USE PERMIT
3. The legal description of the property is: S 1/2 OF SW 1/4 SECTION 34 TOWNSHIP 11N RANGE96
4. The address of the property is: 3947 S. LOCUST ST
5. The zoning classification of the property is: TRANSITIONAL AG
6. Existing improvements on the property is: _____
7. The duration of the proposed use is: 10 YEARS
8. Plans for construction of permanent facility is: NONE
9. The character of the immediate neighborhood is: AGRICULTURAL
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: TO MINE AND SELL SAND AND GRAVEL AT THIS LOCATION.
FUTURE DEVELOPMENT OF PROPERTY INTO RESIDENTIAL LOTS WITH ROAD ON OUTSIDE OF PROPERTY

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

5 / 3 / 2019

Date

Jeffrey K. Hooker
Owners(s)

308-384-2106

Phone Number

PO BOX 5134

Address

GRAND ISLAND

City

NE

State

68802

Zip

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



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item E-4

Public Hearing on Request from GC Mini Storage, LLC on behalf of Viaero Wireless for a Conditional Use Permit for a Wireless Telecommunication Tower located at the South Entrance of 3007 North Road

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

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: May 28, 2019

Subject: Request of Chris Riha, representing NE Colorado Cellular, LLC, dba Viaero Wireless for Approval of a Condition Use Permit to Construct a Telecommunication Tower at 3007 N. North Road

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for the construction of a 100 foot monopole telecommunication tower with a 5' antenna attached to the top for a total height of 105' at 3007 N. North Road.

The property is currently zoned B-2 General Business, the Grand Island Zoning Code requires that all telecommunication towers receive the approval of City Council in the form of a conditional use permit prior to construction.

The intent of the tower and telecommunication facilities and antenna regulations are to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

Discussion

The City Code specifies eight items to be submitted with the application for a tower development permit; all of those items have been submitted, with the exception of:

1). the engineering of the tower and foundation design. It appears reasonable to delay the submittal of this item until after the City Council has approved the location. At the time of a request for a building permit then the engineering for the construction needs to be submitted before a building permit would be issued.

Information attesting to a diligent effort to collocate with any tower within a one mile radius has been submitted by the applicant.

There are five tower locations within the one mile radius;

3429 W. Airport Rd.	Verizon	180'
3721 W Nebraska Hwy. #2	Viaero	150'
2520 N. Diers Ave.	KSYZ	50'
2485 N. Diers Ave.	Viaero	50'
4116 W. Capital Ave.	Verizon	80'

None of the existing towers appear to provide adequate colocation possibilities. The location of this proposal does not appear to create any negative impact on the neighboring properties.

Alternatives

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

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

Recommendation

City Staff recommends that the Council approve the request for a conditional use permit to construct this 100 foot telecommunication tower, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

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

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Wireless Telecommunication Tower for VIAERO WIRELESS (100-FT Monopole Site).
*See enclosed EXHIBIT A1 - Simulated Picture. The construction of the Monopole Site will comply with Article XI & other Local Zoning Requirements.
2. The owner(s) of the described property is/are: (Land) GC MINI STORAGE, LLC.
*See enclosed EXHIBIT B2. (Monopole Site) NE COLORADO CELLULAR, INC.
3. The legal description of the property is: Pt. NW¼ 1-11-10, Hall County, Nebraska.
*See enclosed EXHIBIT C - Survey/Site Plan Drawing.
4. The address of the property is: South of the Entrance to 3007 North Road.
*See enclosed EXHIBIT D - Address of Property.
5. The zoning classification of the property is: B-2 General Business.
*See enclosed EXHIBIT E - Zoning District Map.
6. Existing improvements on the property is: Indoor/Outdoor Storage Rental Units.
*See enclosed EXHIBIT F1 & F2 - Pictures.
7. The duration of the proposed use is: Unknown.
8. Plans for construction of permanent facility is: 2019.
9. The character of the immediate neighborhood is: Business.
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested. *See enclosed EXHIBIT G1 & G2 - Radius Map & List of Property Owners within 200 Feet.
11. Explanation of request: Construct a 100-FT Monopole Site to improve the Voice & Data Coverage for VIAERO WIRELESS in the immediate area. Also, provide the Monopole for the colocation with a Contracted 3rd Party.
*See enclosed EXHIBIT I - Frequency Strength Maps.

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

5/7/19

Date

(308) 750-3651 Grant
(970) 867-6767 VIAERO WIRELESS

Phone Number

(308) 370-0383 Chris

*Grant Calleroz, GC MINI STORAGE, LLC

Chris R. Riha, NE COLORADO CELLULAR, INC.,

Chris R. Riha Owners(s) d/b/a VIAERO WIRELESS

*P.O. Box 191

1224 W. Platte Avenue

Address

*Ord, NE 68862

Fort Morgan, CO 80701

City

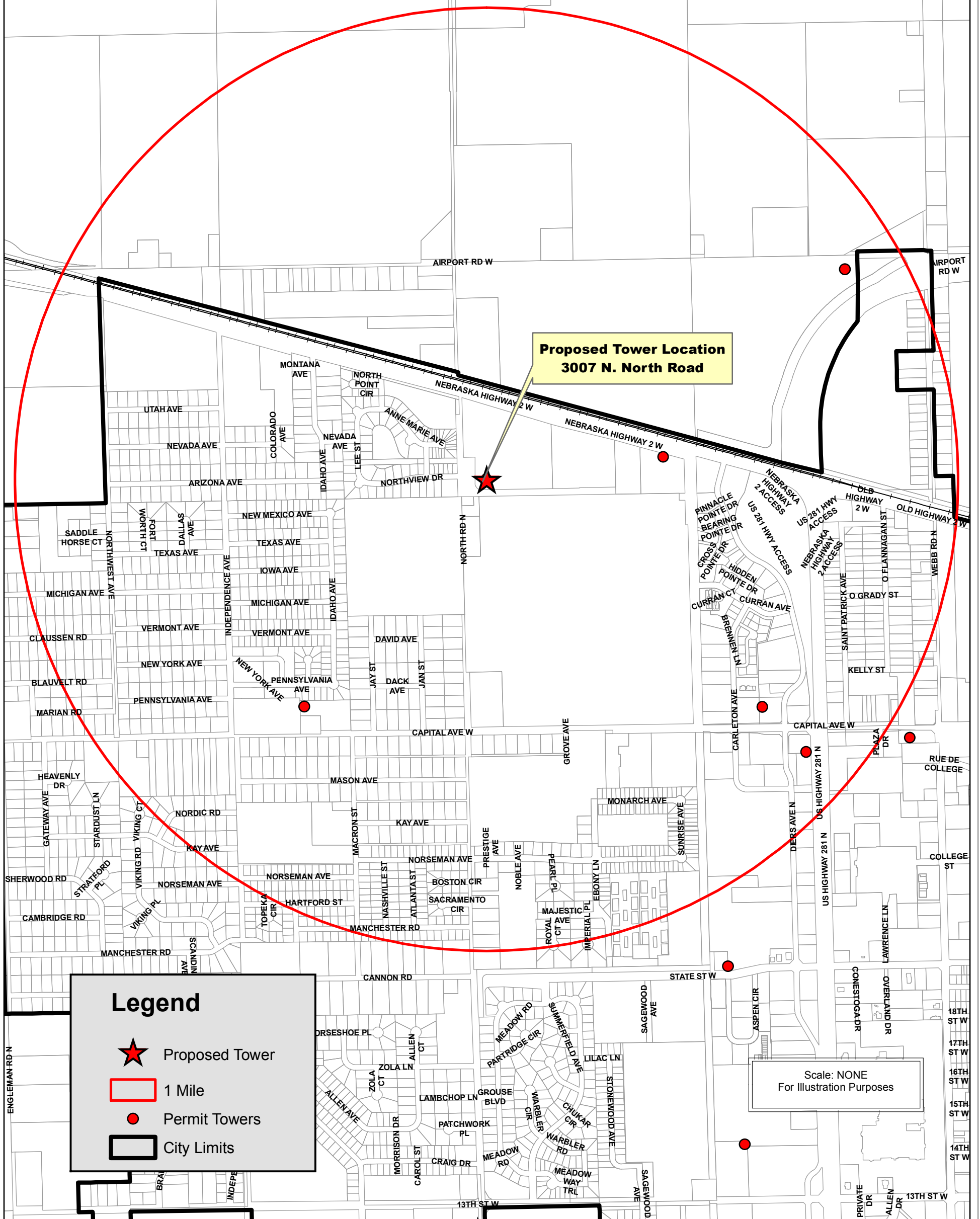
State

Zip

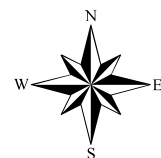
Please Note: Delays May Occur if Application is Incomplete or Inaccurate.

Proposed Tower Location Map

3007 N. North Road



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Albia, Cairo and Doniphan, Nebraska





City of Grand Island

Tuesday, May 28, 2019

Council Session

Item E-5

Public Hearing on Acquisition of Utility Easement - 550 Midaro Drive - Joseph and Jennifer Stump

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: May 28, 2019

Subject: Acquisition of Utility Easement – 550 Midaro Drive - Stump

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 Joseph P. and Jennifer N. Stump, through a part of Lot Three (3), Firethorne Estates Subdivision, in the City of Grand Island, Hall County, Nebraska (550 Midaro Drive), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Joseph and Jennifer Stump have requested an electrical service for a new house to be constructed at 550 Midaro Drive. The proposed easement will allow the Utilities Department to install, access, operate and maintain the power line, transformer and related electrical infrastructure in this area.

Alternatives

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

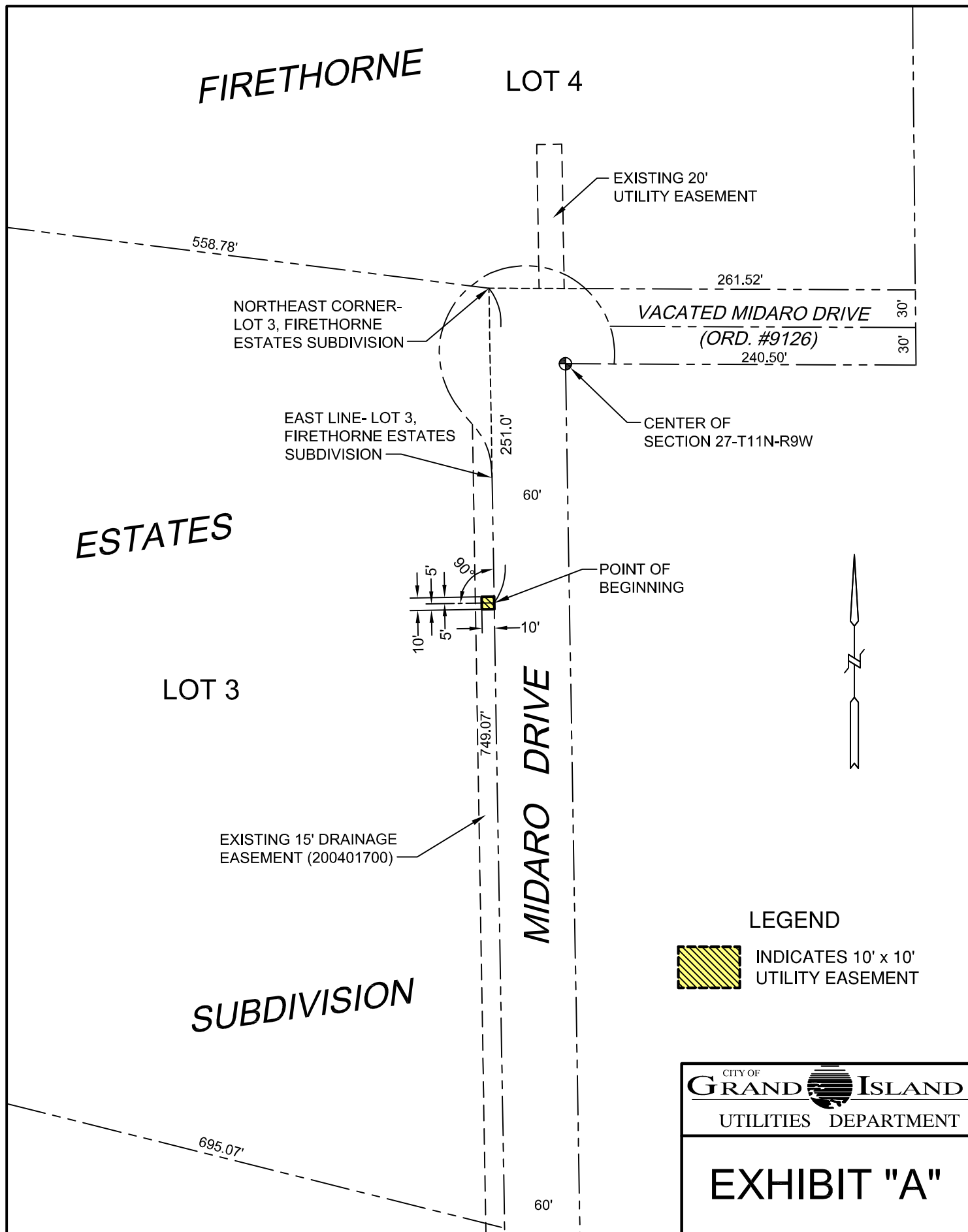
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Motion to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, May 28, 2019

Council Session

Item F-1

**#9728 - Consideration of Approving Annexation of Property
Located East of U.S. Highway 281 and South of Wildwood Drive
(Lewis Greenscape) (Third Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: May 28, 2019

Subject: An Ordinance to Annex Property located East of U.S. 281, South of Wildwood Drive and all joining Right-of-Way and/or Easements for Road or Trail Purposes (Third Reading)

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that County Industrial Tracts should periodically be reviewed as allowed by Revised Nebraska State Statutes for consideration of annexation and that all areas encompassed by the Corporate Limits of Grand Island should be considered for annexation.

Station 31, LLC, owner of property has petitioned the City of Grand Island to consider annexation of this property and submitted the attached annexation plat.

This property is adjacent to and contiguous with the municipal limits of the city on the north and west sides.

Based on the request from Station 31, LLC, the owner of the property, staff has prepared an ordinance for annexation that would become effective 15 days after passage on third and final reading. Council will consider this on its third reading on May 28, 2019. Based on the requirements outlined in §16-117 (7) the City can consider an ordinance for annexation and pass that ordinance after three readings by Council. Also based on §16-117 (7) there is no requirement for a public hearing on this annexation. Annexation ordinances must be passed on three separate readings.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117 (7). Annexation ordinances must be read on three separate occasions.

This is the third reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

There is no impact to the extraterritorial zoning jurisdiction with this annexation.

One existing residence and one vacant commercial site would be added to the City as a result of this annexation. It is anticipated that both will be razed for redevelopment.

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 pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on third reading.

Exhibit A

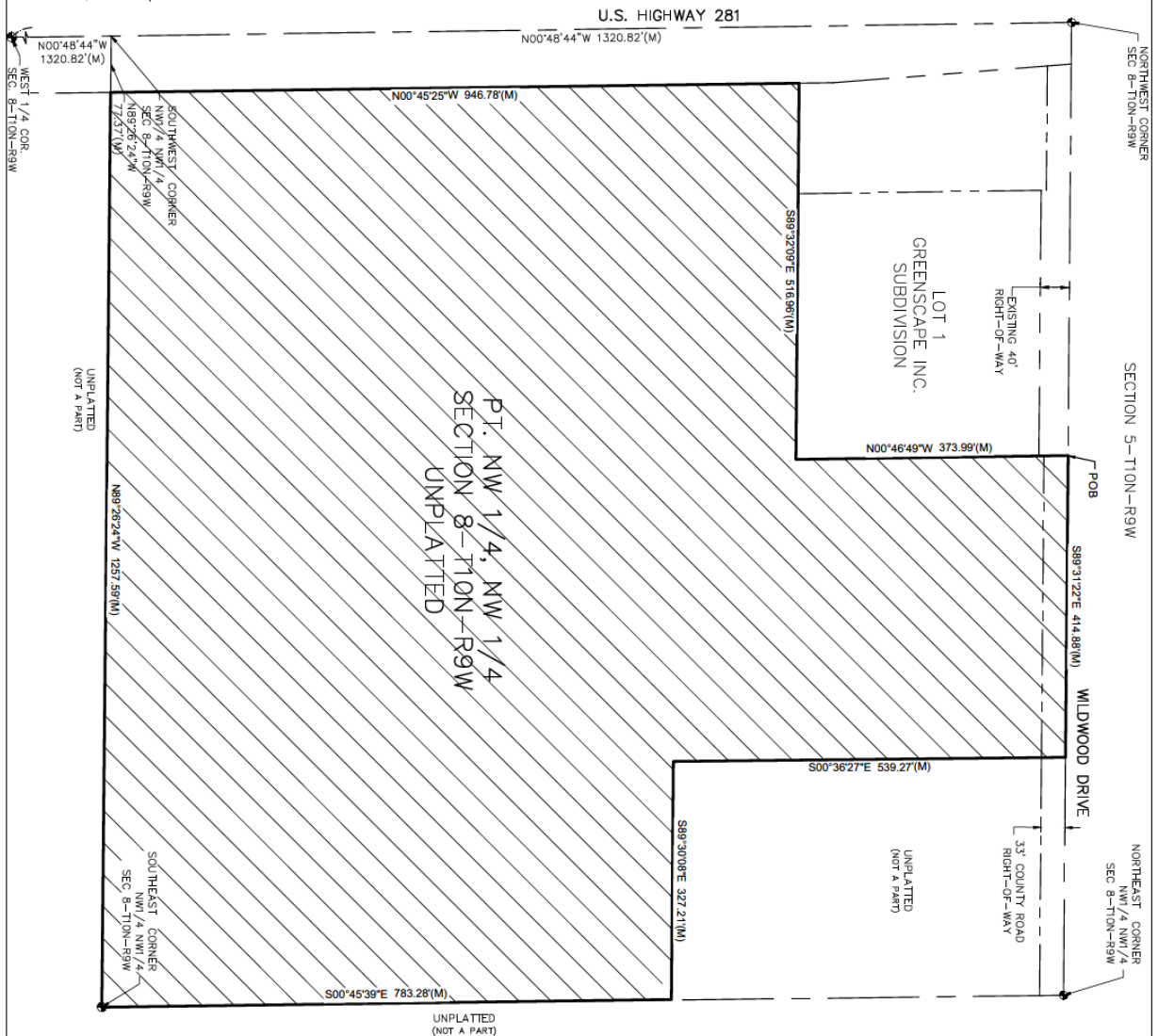
Legal description as follows:

ANNEXATION TRACT DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GREENSCAPE INC. SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°31'22"E, ALONG THE NORTH LINE OF THE NW1/4 NW1/4, A DISTANCE OF 414.88 FEET; THENCE S00°36'27"E A DISTANCE OF 539.27 FEET; THENCE S89°30'08"E A DISTANCE OF 327.21 FEET TO A POINT ON THE EAST LINE OF SAID NW1/4 NW1/4; THENCE S00°45'39"E, ALONG SAID EAST LINE, A DISTANCE OF 783.28 FEET TO THE SOUTHEAST CORNER OF SAID NW1/4 NW1/4; THENCE N89°26'24"W, ALONG THE SOUTH LINE OF SAID NW1/4 NW1/4, A DISTANCE OF 1257.59 FEET TO A POINT EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE N00°45'25"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 946.78 FEET TO A POINT BEING THE EXTENSION OF THE SOUTH LINE OF GREENSCAPE INC. SUBDIVISION; THENCE S89°32'09"E, AND ALONG SAID EXTENSION LINE AND THE SOUTH LINE OF SAID GREENSCAPE INC. SUBDIVISION, A DISTANCE OF 516.96 FEET TO THE SOUTHEAST CORNER OF LOT 1, GREENSCAPE INC. SUBDIVISION; THENCE N00°46'49"W, ALONG SAID EAST SUBDIVISION LINE, A DISTANCE OF 373.99 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,292,425.84 SQUARE FEET OR 29.670 ACRES MORE OR LESS.

DWG: F:\2018\3501-4000\018-3525\40-Design\Survey\SRVY\Sheets\V_FFT_018-3525.dwg USER: jjimenez
 DATE: Mar 14, 2019 5:22pm XREFS: V_XTOPO_GMSP_018-3525 V_XRWAY_018-3525



ANNEXATION GRAND ISLAND HALL COUNTY, NEBRASKA

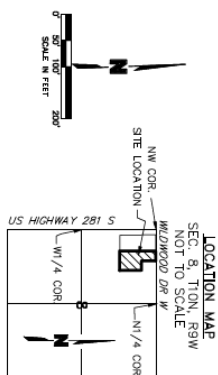
ANNEXATION TRACT DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW 1/4 NW 1/4) OF SECTION D04T (9), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GREENSCAPE INC. SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING, THENCE S89°31'22"E, ALONG THE NORTHWEST CORNER OF SAID SUBDIVISION, A DISTANCE OF 516.90 FEET, THENCE S00°36'27"E, A DISTANCE OF 539.27 FEET, THENCE S89°30'08"E, A DISTANCE OF 327.21 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4 NW 1/4, THENCE S00°45'39"E, ALONG SAID EAST LINE, A DISTANCE OF 783.28 FEET TO THE SOUTHEAST CORNER OF SAID NW 1/4 NW 1/4, THENCE N89°26'24"W, ALONG THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281, THENCE N00°46'49"W, ALONG THE EXTENSION OF THE SOUTH LINE OF GREENSCAPE INC. SUBDIVISION, THENCE S89°32'09"E, A DISTANCE OF 516.90 FEET TO THE SOUTHWEST CORNER OF LOT 1, GREENSCAPE INC. SUBDIVISION, A DISTANCE OF 516.90 FEET TO THE SOUTHEAST CORNER OF LOT 1, GREENSCAPE INC. SUBDIVISION, THENCE N00°46'49"W, ALONG SAID EAST SUBDIVISION LINE, A DISTANCE OF 373.99 FEET TO THE POINT OF BEGINNING, BEING THE NORTHEAST CORNER OF SAID SUBDIVISION, A DISTANCE OF 1,257.59 FEET OR 29.870 ACRES MORE OR LESS.

LEGEND

- REZONING AREA TO B2
- SECTION CORNER
- PROPERTY LINE
- REZONING BOUNDARY LINE
- SECTION LINE
- MEASURED DISTANCE

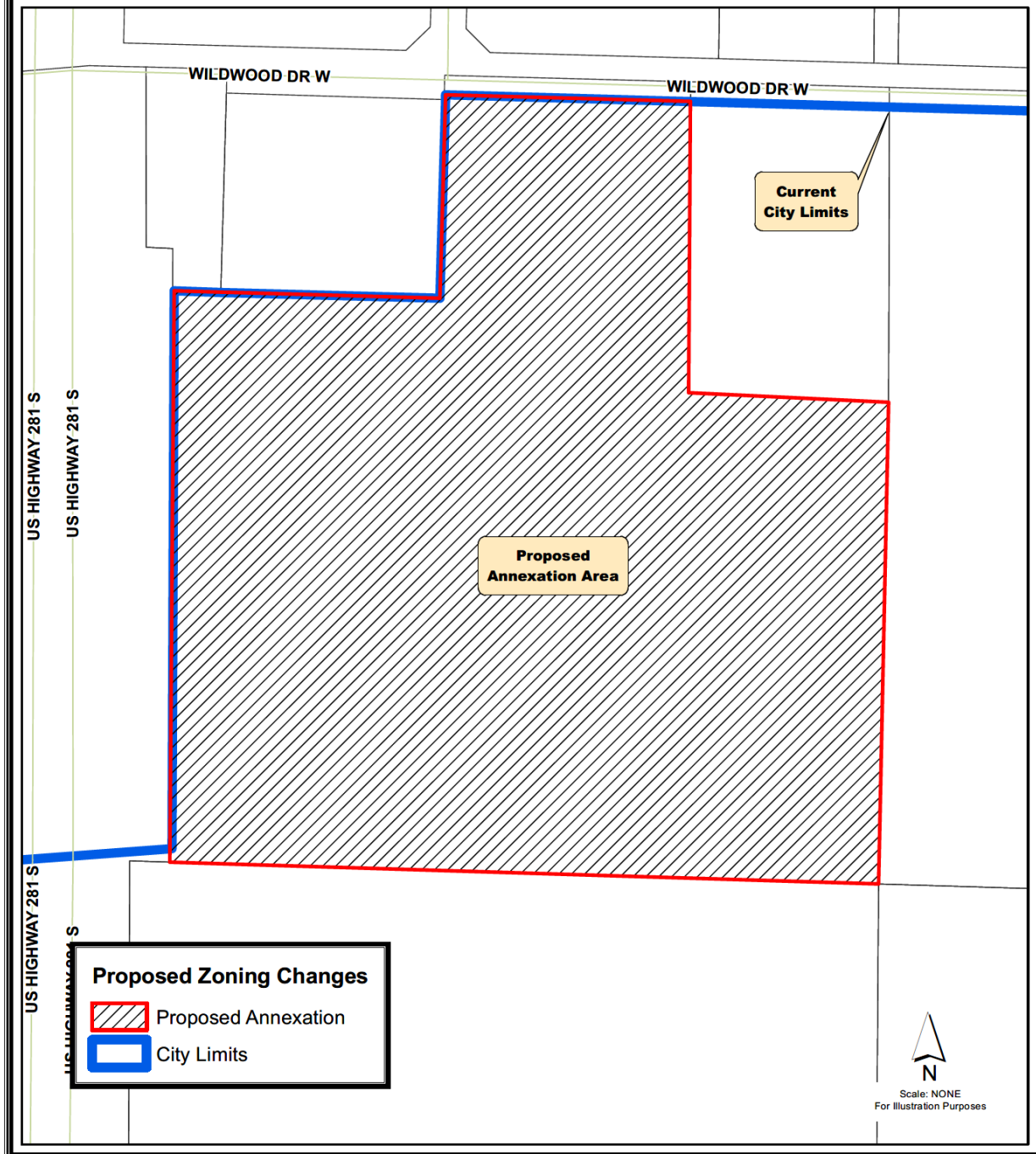


olsson

201 East 2nd Street
 Grand Island, NE 68802
 TEL: 308.384.8750
 FAX: 308.384.8752

PROJECT NO. 2018-1035
 REZONING
 SURVEY

Propozed Annexation Location Map



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9728

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of property in Northwest Quarter of the Northwest Quarter of Section 8, Township 10 north, Range 9 west of the 6th P.M. in Hall County, Nebraska as more particularly described hereinafter and as shown on the annexation plat Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, the Station 31 LLC as owner of the property petitioned the City of Grand Island to consider annexation of said property into the City of Grand Island; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island encourages the annexation of adjacent property when request by the property owner; and

WHEREAS, according to NRRS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

Approved as to Form	<input type="checkbox"/>	_____
June 20, 2019	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9728 (Cont.)

WHEREAS, on April 23, 2019 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on May 14, 2019 approved such annexation on second reading and on May 28, 2019 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

- 2 -

ORDINANCE NO. 9728 (Cont.)

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9728 (Cont.)

Exhibit A

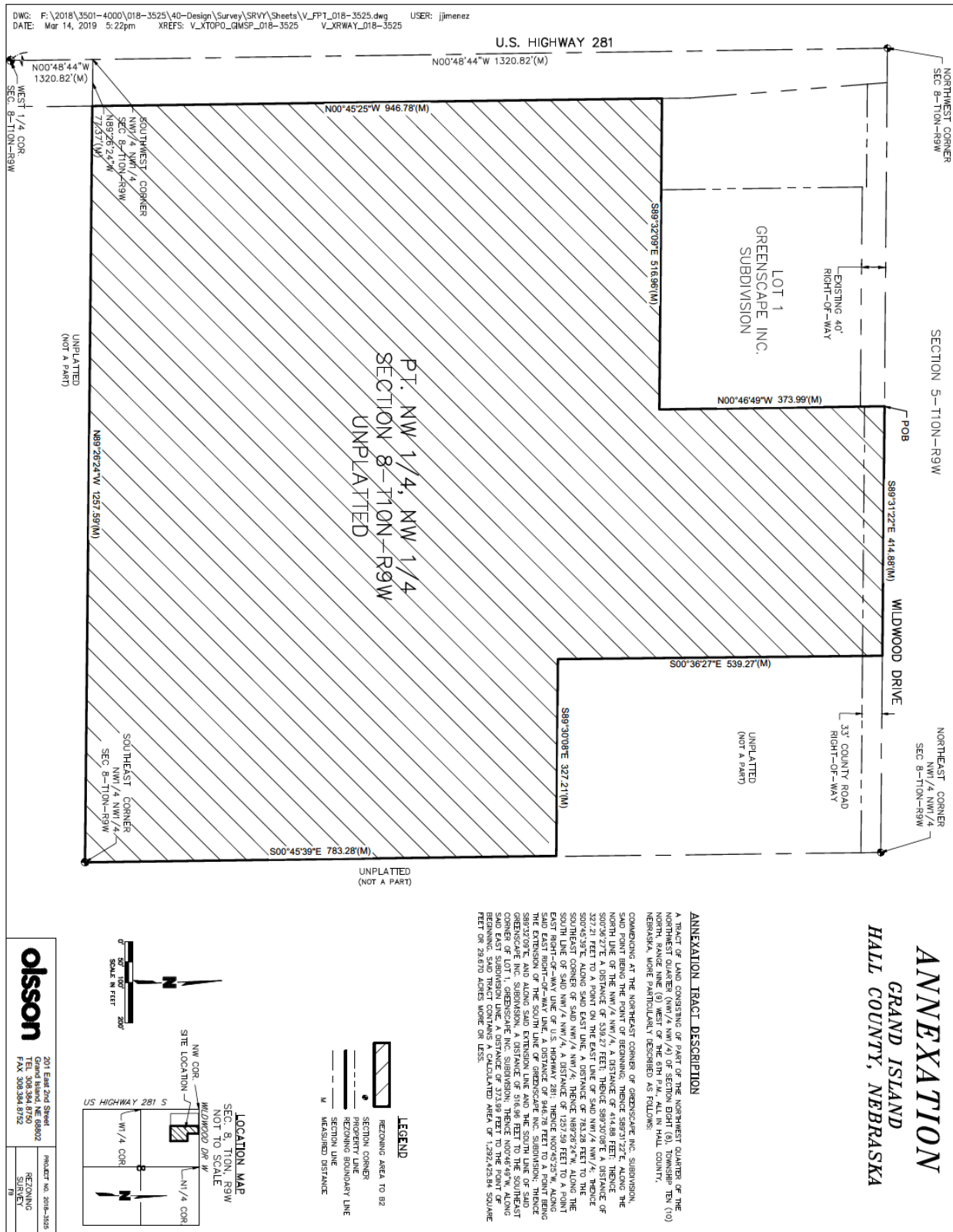
ANNEXATION TRACT DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GREENSCAPE INC. SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°31'22"E, ALONG THE NORTH LINE OF THE NW1/4 NW1/4, A DISTANCE OF 414.88 FEET; THENCE S00°36'27"E A DISTANCE OF 539.27 FEET; THENCE S89°30'08"E A DISTANCE OF 327.21 FEET TO A POINT ON THE EAST LINE OF SAID NW1/4 NW1/4; THENCE S00°45'39"E, ALONG SAID EAST LINE, A DISTANCE OF 783.28 FEET TO THE SOUTHEAST CORNER OF SAID NW1/4 NW1/4; THENCE N89°26'24"W, ALONG THE SOUTH LINE OF SAID NW1/4 NW1/4, A DISTANCE OF 1257.59 FEET TO A POINT EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE N00°45'25"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 946.78 FEET TO A POINT BEING THE EXTENSION OF THE SOUTH LINE OF GREENSCAPE INC. SUBDIVISION; THENCE S89°32'09"E, AND ALONG SAID EXTENSION LINE AND THE SOUTH LINE OF SAID GREENSCAPE INC. SUBDIVISION, A DISTANCE OF 516.96 FEET TO THE SOUTHEAST CORNER OF LOT 1, GREENSCAPE INC. SUBDIVISION; THENCE N00°46'49"W, ALONG SAID EAST SUBDIVISION LINE, A DISTANCE OF 373.99 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,292,425.84 SQUARE FEET OR 29.670 ACRES MORE OR LESS.

ORDINANCE NO. 9728 (Cont.)

Exhibit B





City of Grand Island

Tuesday, May 28, 2019

Council Session

Item F-2

**#9729 - Consideration of Approving Annexation of Property
Located West of North Road and South of 13th Street (Ray
Stander) (Third Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: May 28, 2019

Subject: An Ordinance to Annex Property described as Lot 2 of Hanover Second Subdivision located West of North Road and South of 13th Street and all joining Right-of -Way and/or Easements for Road or Trail Purposes (Third Reading)

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that County Industrial Tracts should periodically be reviewed as allowed by Revised Nebraska State Statutes for consideration of annexation and that all areas encompassed by the Corporate Limits of Grand Island should be considered for annexation.

Ray Stander, owner of property has petitioned the City of Grand Island to consider annexation of this property.

This property is adjacent to and contiguous with the municipal limits of the city on the north, south and west sides.

Based on the request from Ray Stander, the owner of the property, staff has prepared an ordinance for annexation that would become effective 15 days after passage on third and final reading. Council will consider this on its third reading on May 28, 2019. Based on the requirements outlined in §16-117 (7) the City can consider an ordinance for annexation and pass that ordinance after three readings by Council. Also based on §16-117 (7) there is no requirement for a public hearing on this annexation. Annexation ordinances must be passed on three separate readings.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117 (7). Annexation ordinances must be read on three separate occasions.

This is the third reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

There is no impact to the extraterritorial zoning jurisdiction with this annexation.

One existing residence would be added to the City as a result of this annexation.

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 pass the annexation ordinance.

Sample Motion

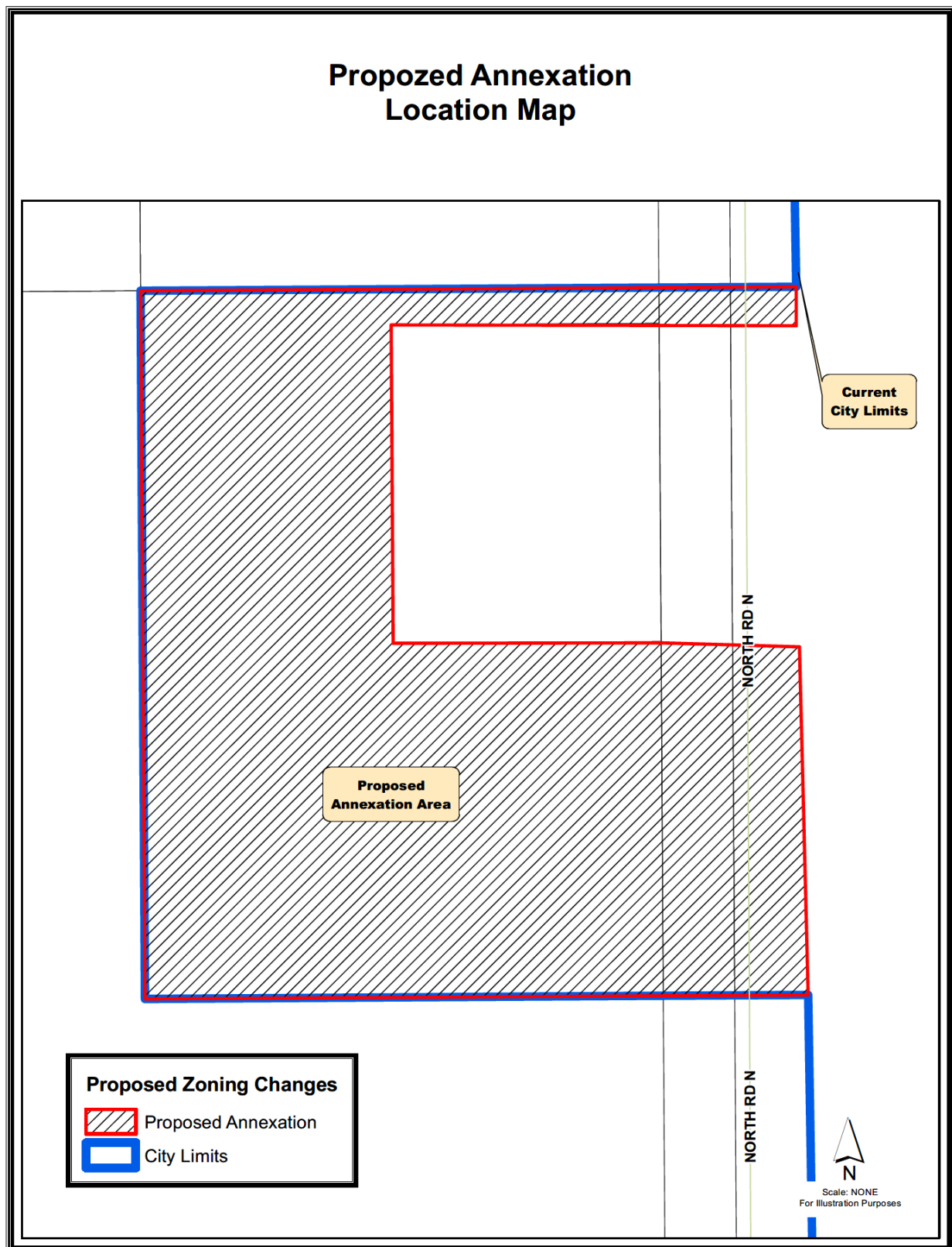
Move to approve the annexation ordinance on third reading.

Exhibit A

Legal description as follows:

Lot 2 of Hanover Second Subdivision in Hall County, Nebraska.

Exhibit B



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9729

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of property Lot 2 of Hanover Second Subdivision in Hall County, Nebraska on the annexation plat Exhibit “B” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, the Ray Stander as owner of the property petitioned the City of Grand Island to consider annexation of said property into the City of Grand Island; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island encourages the annexation of adjacent property when request by the property owner; and

WHEREAS, according to NRRS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on April 23, 2019 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on May 14, 2019

Approved as to Form	☐ _____
June 20, 2019	☐ City Attorney

ORDINANCE NO. 9729 (Cont.)

approved such annexation on second reading and on May 28, 2019 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject

ORDINANCE NO. 9729 (Cont.)

to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: May 28, 2019.

Roger G. Steele, Mayor

Attest:

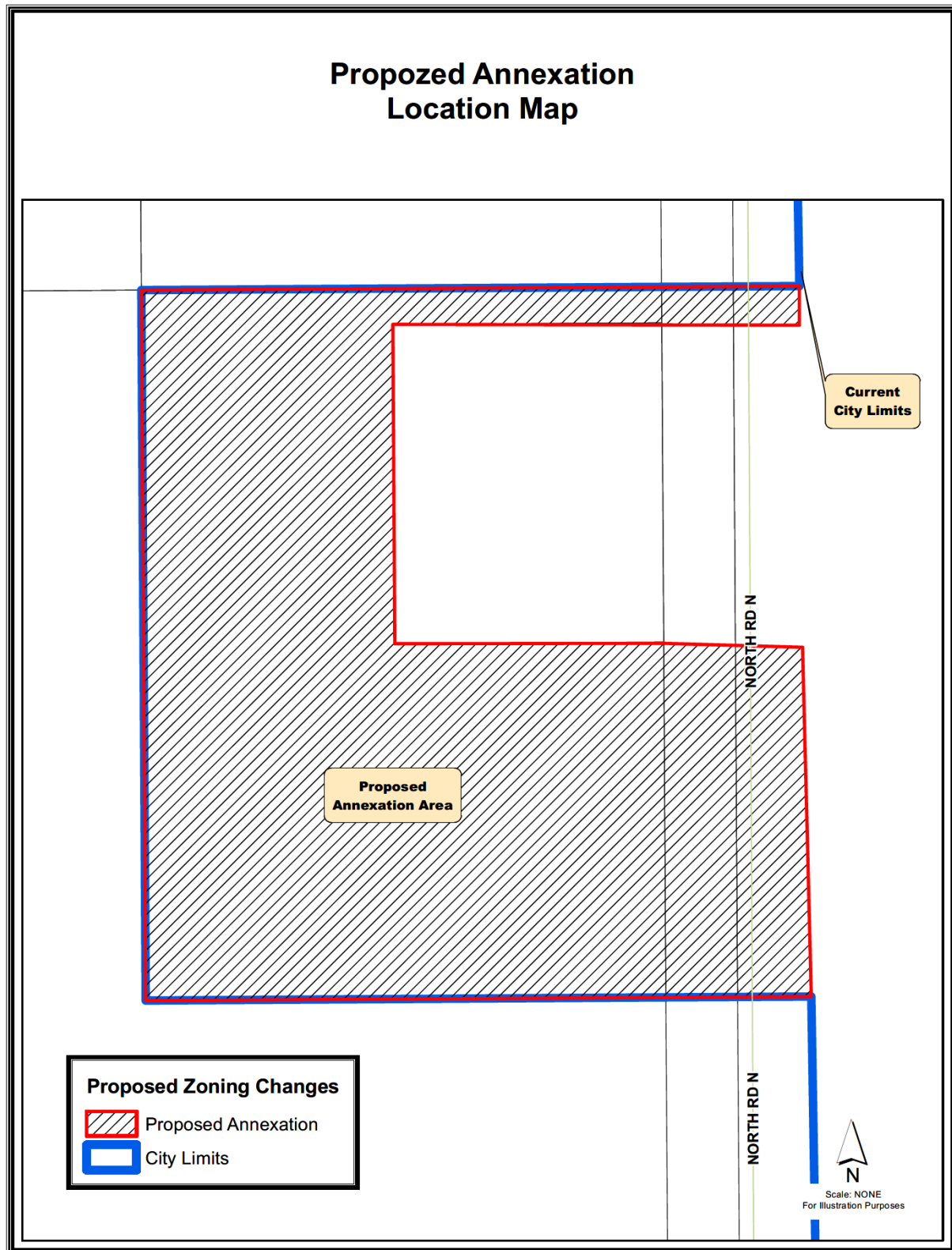
RaNae Edwards, City Clerk

ORDINANCE NO. 9729 (Cont.)

Exhibit A

Lot 2 of Hanover Second Subdivision in Hall County, Nebraska

Exhibit B





City of Grand Island

Tuesday, May 28, 2019

Council Session

Item F-3

**#9730 - Consideration of Approving Annexation of Property
Located between U.S. Highway 281 and Old Nebraska Highway 2,
West of Eagle Scout Park (City of Grand Island) (Third Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: May 28, 2019

Subject: An Ordinance to Annex Property located South of U.S. 281, North of Old Nebraska Highway 2 and East of Eagle Scout Park all adjoining Right-of -Way and/or Easements for Road or Trail Purposes (Third Reading)

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that County Industrial Tracts should periodically be reviewed as allowed by Revised Nebraska State Statutes for consideration of annexation and that all areas encompassed by the Corporate Limits of Grand Island should be considered for annexation.

The City of Grand Island, owner of property has petitioned the City of Grand Island to consider annexation of this property.

This property is adjacent to and contiguous with the municipal limits of the city on the south and east sides and part of the west side.

Based on the request from the City, staff has prepared an ordinance for annexation that would become effective 15 days after passage on third and final reading. Council will consider this on its third reading on May 28, 2019. Based on the requirements outlined in §16-117 (7) the City can consider an ordinance for annexation and pass that ordinance after three readings by Council. Also based on §16-117 (7) there is no requirement for a public hearing on this annexation. Annexation ordinances must be passed on three separate readings.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117 (7). Annexation ordinances must be read on three separate occasions.

This is the third reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

There is no impact to the extraterritorial zoning jurisdiction of with this annexation.

No existing residences would be added to the City as a result of this annexation.

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 pass the annexation ordinance.

Sample Motion

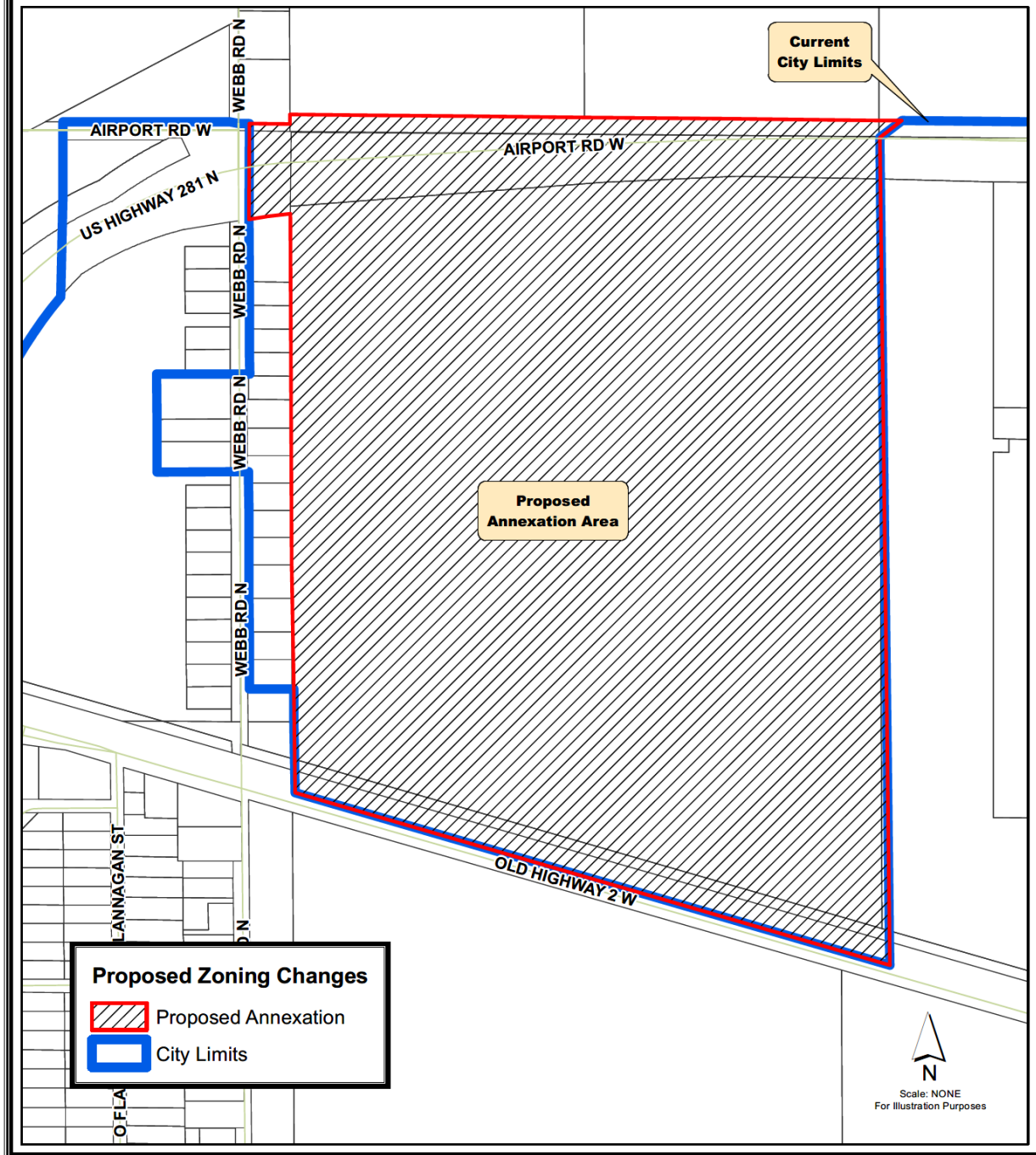
Move to approve the annexation ordinance on third reading.

Exhibit A

Legal description as follows:

Beginning at the northeast property corner of Lot 2 Schumman Subdivision and proceeding in a northerly direction along the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M. to the northeast corner of Lot 1 Lawton Subdivision, thence in a westerly direction to the northwest corner of Lot 1 Lawton Subdivision the edge of the Webb Road right of way, thence northerly along the Webb Road right of way to the Intersection of the Webb Road and Airport Road right of way, thence easterly to the west line of parcel 400187192 owned by the Nebraska Department of Transportation as right of way for U.S. Highway 281, thence north to the northwest corner of the Nebraska Department of Transportation right of way, thence easterly along the north right of way line to the current municipal limits of the City of Grand Island, thence in a southwesterly direction to a point at the southeast corner of parcel 400187192 owned by the Nebraska Department of Transportation as right of way for U.S. Highway 281, thence in a southerly direction along the municipal limits line of the City of Grand Island to the northerly right of way line of Old Nebraska Highway 2, thence in a northwesterly direction along the north right of way line of Old Nebraska Highway 2 to the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M., thence north along the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M. to the point of beginning.

Propozed Annexation Location Map



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9730

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of property in Section 5, Township 11 north, Range 9 west of the 6th P.M. and all adjoining right-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, the Grand Island City Council approved Resolution 2019-135 on April 9, 2019, and as owner of the property petition the City of Grand Island to consider annexation of said property into the City of Grand Island; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island encourages the annexation of adjacent property when request by the property owner; and

WHEREAS, according to NRRS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

Approved as to Form	<input type="checkbox"/>	_____
June 20, 2019	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9730 (Cont.)

WHEREAS, on April 23, 2019 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on May 14, 2019 approved such annexation on second reading and on May 28, 2019 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

- 2 -

ORDINANCE NO. 9730 (Cont.)

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

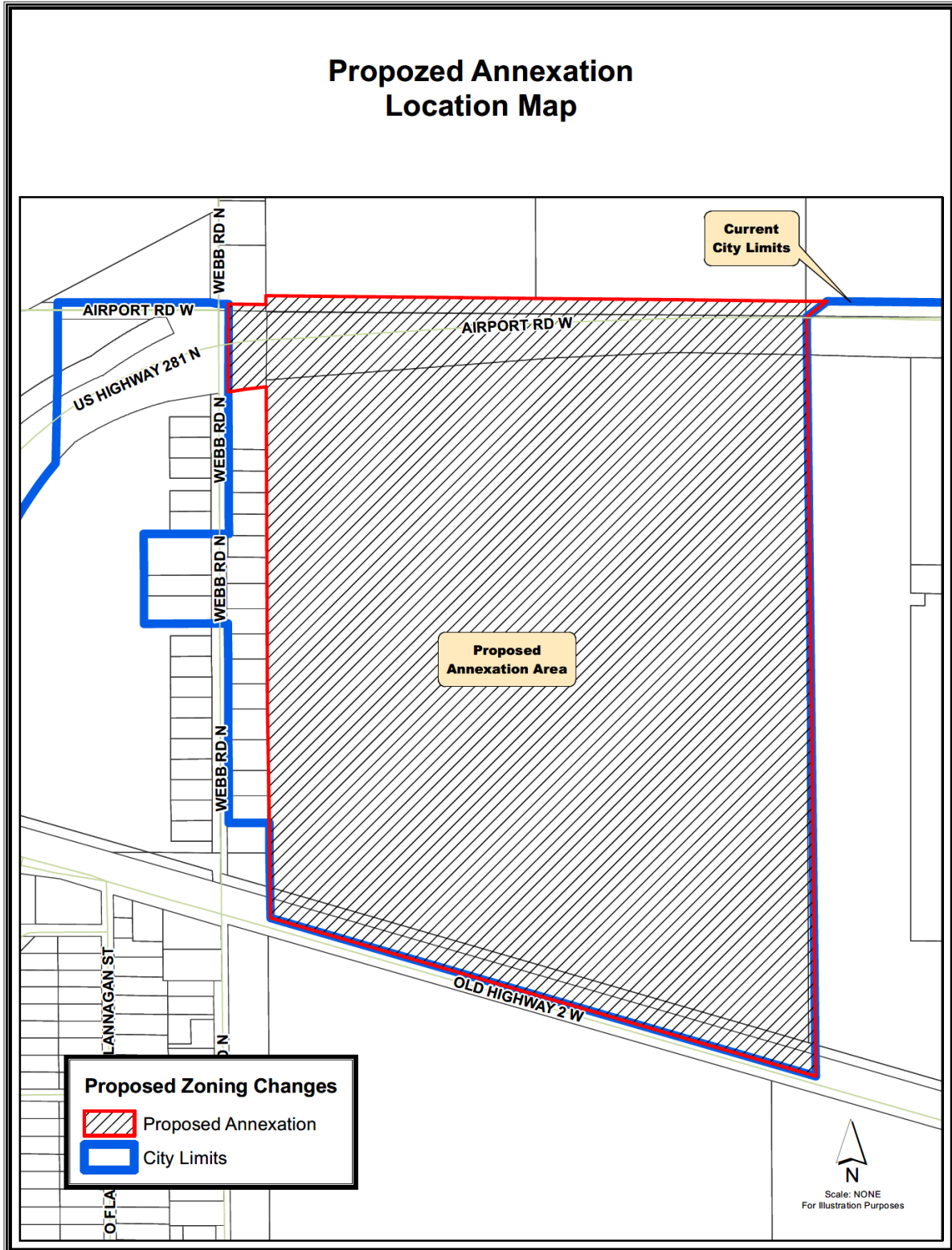
ORDINANCE NO. 9730 (Cont.)

Exhibit A

A description of the property owned by the City of Grand Island located in Section 5, Township 11 north Range 9 west of the 6th P.M. in Hall County Nebraska along with all adjacent road rights-of-way more particularly described as:

Beginning at the northeast property corner of Lot 2 Schumman Subdivision and proceeding in a northerly direction along the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M. to the northeast corner of Lot 1 Lawton Subdivision, thence in a westerly direction to the northwest corner of Lot 1 Lawton Subdivision the edge of the Webb Road right of way, thence northerly along the Webb Road right of way to the Intersection of the Webb Road and Airport Road right of way, thence easterly to the west line of parcel 400187192 owned by the Nebraska Department of Transportation as right of way for U.S. Highway 281, thence north to the northwest corner of the Nebraska Department of Transportation right of way, thence easterly along the north right of way line to the current municipal limits of the City of Grand Island, thence in a southwesterly direction to a point at the southeast corner of parcel 400187192 owned by the Nebraska Department of Transportation as right of way for U.S. Highway 281, thence in a southerly direction along the municipal limits line of the City of Grand Island to the northerly right of way line of Old Nebraska Highway 2, thence in a northwesterly direction along the north right of way line of Old Nebraska Highway 2 to the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M., thence north along the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M. to the point of beginning.

Exhibit B





City of Grand Island

Tuesday, May 28, 2019

Council Session

Item F-4

#9732 - Consideration of Approving Request to Rezone a Portion of Lot 2 Hanover Second Subdivision and a Portion of Lot 4 Hanover Third Subdivision located West of North Road and South of 13th Street from R1-Suburban Density Residential to R-3 Medium Density Residential (Trent Huff & Andy Eiler) (Se

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity - Regional Planning Director

Meeting: May 28, 2019

Subject: Rezone Part of Lot 2 of Hanover Second Subdivision and part of Lot 4 of Hanover Third Subdivision from R1 Suburban Density Residential to R3 Medium Density Residential

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

Background

Trent Huff has purchased all of lot 4 of Hanover Third Subdivision Lot 2 of Hanover Second Subdivision for residential development and has requested a zoning change on the property. He is requesting that the zoning on the north and west portion be changed to R3 Medium Density Residential. He will be submitting a preliminary plat for the development for the June planning commission meeting. A public hearing was held at the May 14 Council meeting the ordinance to rezone passed on first reading.

Discussion

At the regular meeting of the Regional Planning Commission, held May 1, 2019 the above item was considered following a public hearing.

O'Neill opened the public meeting

Nabity explained the proposal is to rezone the center section of the property from R1 to R-3. It will leave a strip of R1 along the large lot residential immediately to the south.

It will also leave the lots immediately against North Road as R1 and will allow them to build some duplexes and townhome units in the center portion of the property. A preliminary and final plat will be coming forward for the June meeting. The area is planned Low to Medium Density Residential and this change is consistent with the Comprehensive Plan. Nabity recommends approval.

Karen Bredthauer, 940 S. North Road, Grand Island, NE; Item # 7, Karen asked why the south part was not being rezoned. Nabity explained that it was not being rezoned so that larger lots would back onto the existing lots on Driftwood and houses similar to those on Driftwood could be built there.

O'Neill closed the public meeting

A motion was made by Ruge and second by Nelson to approve the request to rezone a portion of lot 1 Hanover Second Subdivision and portion of lot 4 Hanover Third Subdivision.

The motion was carried with eleven members in favor (Nelson, Allan, O'Neill, Ruge, Maurer, Rubio, Monter, Rainforth, Hedricksen, Randone and Kjar) no members voting no.

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 as presented.

Agenda Item 7

PLANNING RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

April 23, 2019

SUBJECT: *Zoning Change R-1 to R3 part of Lot 4 Hanover Fourth Subdivision and Lot 2 of Hanover Second Subdivision.(C-22-2019GI)*

PROPOSAL: To rezone approximately 7.389 acres of land south of 13th Street and west of North Road, from R-1 Suburban Residential Zone to R-3 Medium Density Residential Zone, in the City of Grand Island. The purpose of this rezoning request is to allow for the development lots for duplex properties south and west of the new fire station and 911 Center.

OVERVIEW:

Site Analysis

*Current zoning designation:
Intent of zoning district*

R-1: Suburban Residential Zone

R-1: To provide for residential neighborhoods at a maximum density of four to five dwelling units per acre with supporting community facilities.

Permitted and conditional uses:

R-1: Agricultural uses, recreational uses and residential uses at a density of 4 dwelling units per acre

Proposed zoning district

R-3: Residential uses with a density of 1 unit per 3,000 square feet of property. Minimum lot size of 6,000 square feet. Churches, schools, parks and some limited non-profit operations and day care facilities are also allowed as permitted or conditional uses in this district.

Comprehensive Plan Designation:

Designated for Low to Medium Density Residential Development.

Existing land uses:

Vacant Ground

Adjacent Properties Analysis

Current zoning designations:

North: R-1: Suburban Density Residential Zone

South: R-1: Suburban Residential Zone

East: R-1 and R2: Suburban Residential Zone and Low Density Residential Zone

West: R-1: Suburban Density Residential Zone

Intent of zoning district:

R-1: To provide for residential neighborhoods at a maximum density of four to five dwelling units per acre with supporting community facilities.

R-2: To provide for residential neighborhoods at a maximum density of seven dwelling units per acre with supporting community facilities.

Permitted and conditional uses: **R-1:** Residential uses at a density of 4 dwelling units per acre, agricultural uses, and recreational uses

R-2: Residential uses with a density of 1 unit per 6,000 square feet of property. Minimum lot size of 6,000 square feet. Churches, schools, parks are permitted in this zoning district

Comprehensive Plan Designation: **All Directions:** Designated for Low to Medium Density Residential Development.

Existing land uses: **North:** Vacant Property
South: Vacant Property and Single Family Residential
East: Suburban residential lot with Single Family Homes and farm ground
West: Middle School and vacant property.

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated low to medium density residential development. (Typically R1, R-2 & R-3).
- *Accessible to Existing Municipal Infrastructure:* City water and sewer services are available to service the rezoning area and this will extend sewer to the properties to the south on Driftwood that cannot otherwise be served with sewer in an affordable manner.
- *Consistent with the existing residential development:* This property is adjacent to an existing low density single-family residential development. This proposal separates that single family development from the proposed duplex units with a row of single family homes along the south edge of the property by maintaining the R1 zoning south of the area to be rezoned.

Negative Implications:

No Negative Consequences Foreseen

Other Considerations

This proposal is consistent with the 2004 comprehensive plan.

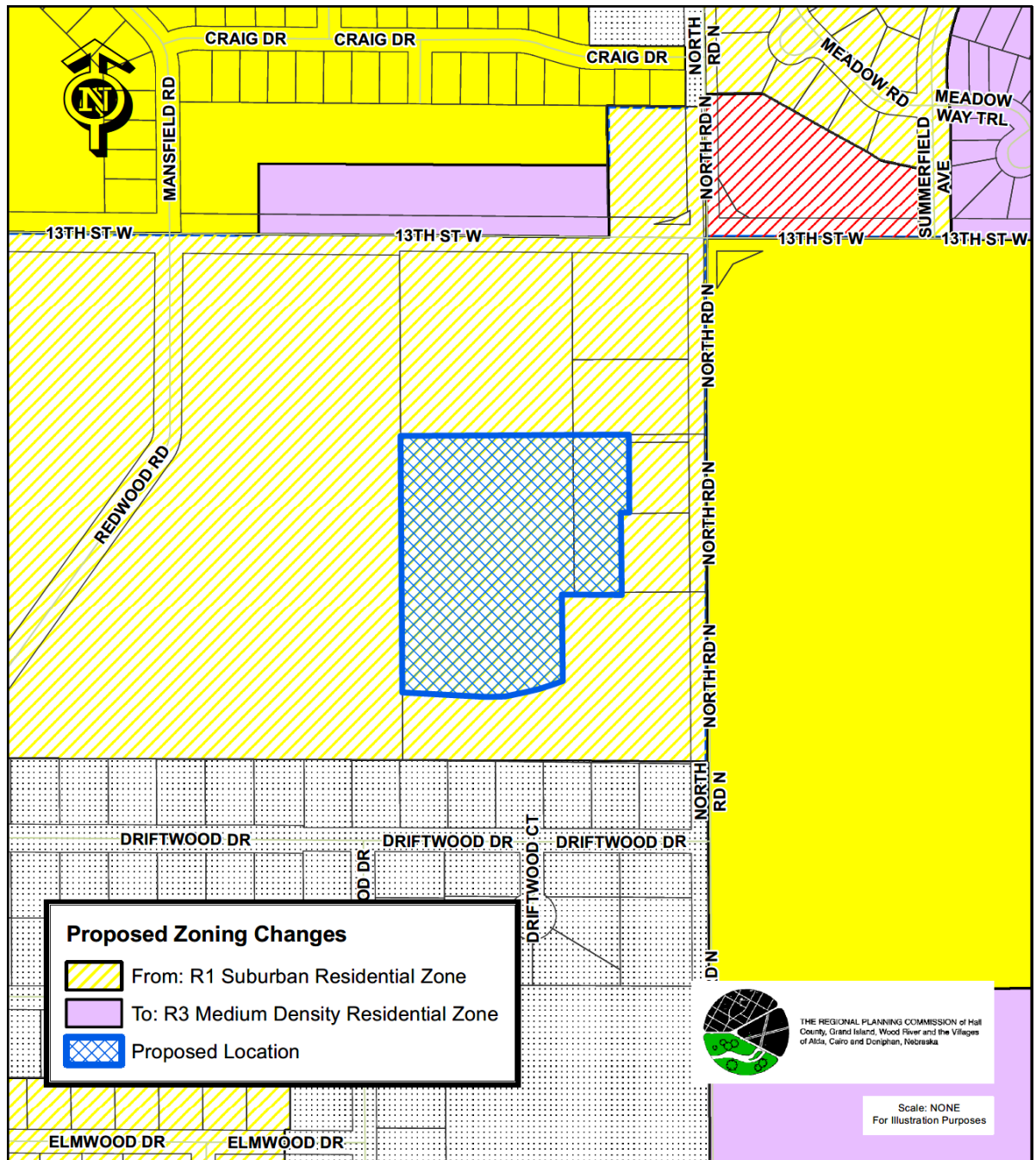
RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on the this site from R-1 Suburban Residential Zone to R-3 Medium Density Residential Zone as requested and shown on the attached map.

_____ Chad Nabity AICP, Director

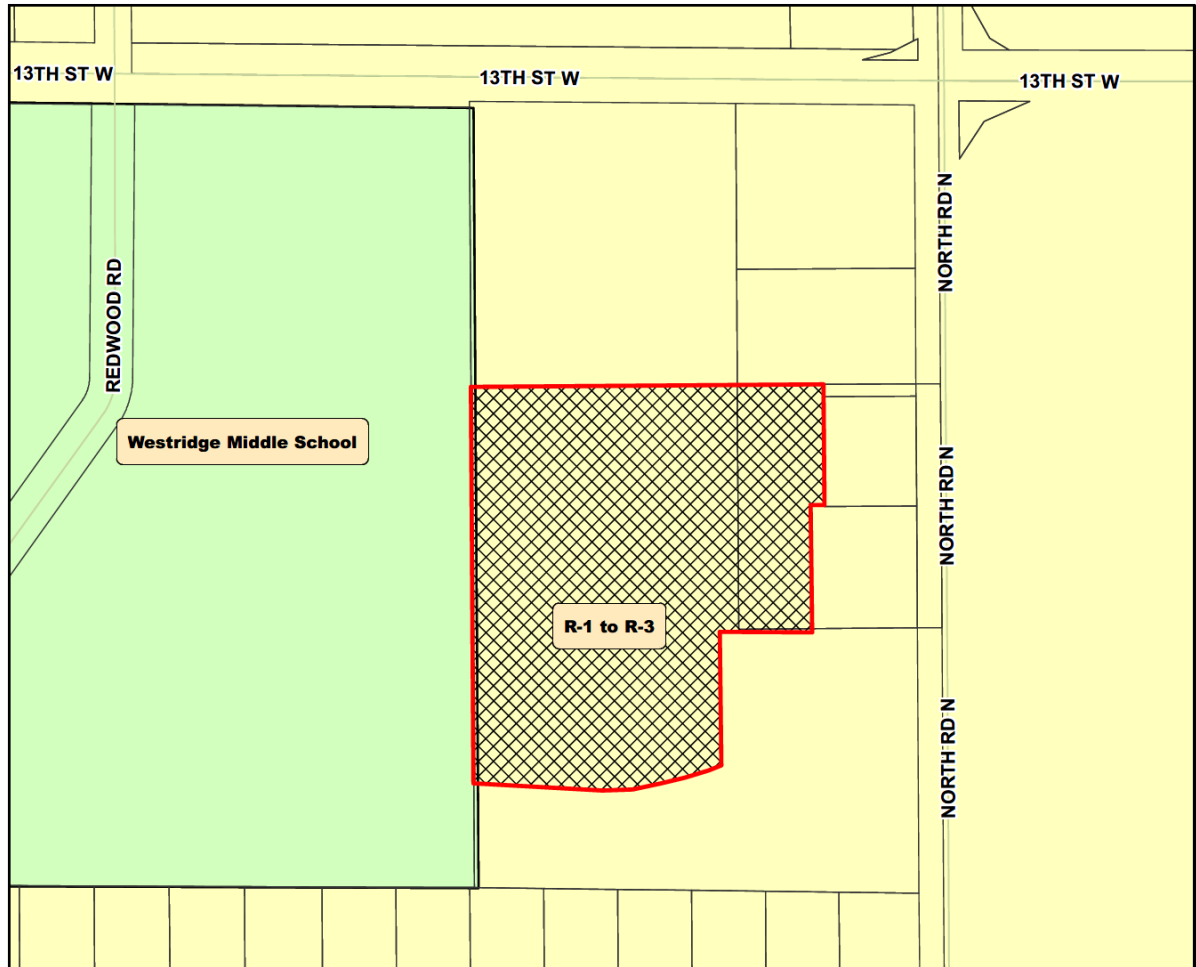
Proposed Zoning Change Location Map

Part of lot two (2) Hanover Second Subdivision and a part of lot four (4) Hanover Third Subdivision, in the City of Grand Island

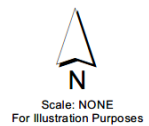


2018 Existing Zoning Map

PROPOSED REZONING FUTURE LAND USE MAP



Proposed Zoning Changes	
	TA - Transitional Agriculture
	DC - Down Town Commercial
	GC - General Commercial
	HC - Highway Commercial
	MUC - Mixed Use Commercial
	LM - Low to Medium Residential
	MHR - Mobile Home
	MO - Mixed Use Office
	M - Manufacturing
	MUM - Mixed Use Manufacturing
	P - Public
	PR - Parks and Recreation



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Aids, Cairo and Doniphan, Nebraska

2004 Future Land Use Map as Adopted with the Grand Island Comprehensive Plan

ORDINANCE NO. 9732

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of part o Lot 2 of Hanover Second Subdivision and part of Lot 4 of Hanover Third Subdivision in the City of Grand Island, Hall County, Nebraska, from R-1 Suburban Density Residential to R-3 Medium Density Residential as more particularly described below; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on May 1, 2019, held a public hearing 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 Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on May 14, 2019, 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, reclassified and changed from R-1 Suburban Density Residential to R-3 Medium Density Residential Zone;

A TRACT OF LAND CONSISTING OF PART OF LOT TWO (2) HANOVER SECOND SUBDIVISION AND A PART OF LOT FOUR (4) HANOVER THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHWEST CORNER OF LOT FOUR (4) HANOVER THIRD SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 88°38'32" E ALONG THE NORTH LINE LOT FOUR (4) HANOVER THIRD SUBDIVISION, A DISTANCE OF FIVE HUNDRED SEVENTY TWO AND FORTY ONE HUNDREDS (572.41') FEET; THENCE S 01°25'13" E ALONG THE WEST LOT LINE OF LOT ONE (1) HANOVER SECOND SUBDIVISION, A DISTANCE OF ONE HUNDRED NINETY FIVE AND SIXTY NINE HUNDREDS (195.69') FEET; THENCE S 89°32'18" W A DISTANCE OF TWENTY ONE AND NINETY HUNDREDS (21.90') FEET; THENCE S 00°53'49" E TWO HUNDRED SIX AND THIRTY NINE HUNDREDS (206.39') FEET; THENCE S 89°30'23" W A DISTANCE OF ONE HUNDRED FIFTY (150.00') FEET; THENCE S 00°53'49" E A DISTANCE OF TWO HUNDRED SIXTEEN AND

Approved as to Form	by _____
October 18, 2006	City Attorney

ORDINANCE NO. 9732 (Cont.)

THREE HUNDREDTHS (216.03') FEET; THENCE S 71°11'24" E A DISTANCE OF TWENTY TWO AND EIGHTY THREE (22.83') FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF SIX HUNDRED THIRTY (630') FEET; WITH A CHORD DISTANCE OF ONE HUNDRED SEVENTY THREE AND TWENEY SIX HUNDRETHS (173.26') ON A BEARING OF S 80°44'50" W; THENCE S 89°30'19" W A DISTANCE OF TWO HUNDRED NINE AND FOURTEEN HUNDREDTHS (209.14') FEET; THENCE N 00°52'41" W A DISTANCE OF SIX FORTY THREE (643.00') FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS AN AREA OF 321,872.411 SQUARE FEET OR 7.389 ACREAS MORE OR LESS.

SECTION 3. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

SECTION 4. 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: May 28, 2019

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item F-5

#9733 - Consideration of Approving Sale of 0.02 Acres to Menard, Inc. located at the Southeast Corner of Fire Station 4 along State Street (Second and Final Reading)

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: May 28, 2019

Subject: Ordinance regarding Purchase Sale Agreement – 0.02 acres sale to Menard, Inc.

Presenter(s): Jerry Janulewicz

Background

By adoption of Ordinance 9666, Council approved the Purchase Sale Agreement (the “Agreement”) with Menard, Inc., for the sale of Lot One in State Subdivision for \$103,015.00 cash consideration paid at closing. As additional consideration for the sale of the city property, within two years of closing Menard shall construct and convey to City, at Menard’s cost, a new fire station located at the corner of 13th Street and North Road. Closing of the sale is contingent upon approval of a development agreement for construction of the fire station and approval of a limited license agreement to permit the city to continue to occupy the current fire station until the new station is completed.

Following the city’s approval of the Ordinance 9666, Menard sought to obtain from the City a triangular tract of land containing 0.02 acres located near the southeast corner of the fire station property. The three sides are 42.34 feet, 41.85 feet, and 59.96 feet. The tract is depicted in the attached survey. The proposed Ordinance, if adopted, would authorize the sale of this tract subject to the public’s right of remonstrance.

Discussion

As discussed above, Menard is seeking to purchase a small triangle-shaped parcel at the southeast corner of the existing Fire Station property. In exchange for this parcel, Menard is proposing to convey to the city the electric generator that currently services the Fire Station. The proposed ordinance, if adopted, would authorize the sale of this tract of land provided a valid, sufficient remonstrance petition is not received. For background information, in 2004 the city sold to Menard a tract of land east of the fire station containing 0.276 acres for \$27,225, or \$98,641 per acre. At that same rate per acre, the present small tract would have a price of \$1,972. The fire chief advised the value of the electric generator greatly exceeds this amount. The generator would be relocated to another fire station when present Fire Station #4 is vacated by the City.

Council is requested to consider and take action with respect to the Ordinance authorizing the sale of the tract of land of approximately 0.02 acres to Menard, Inc., subject to public remonstrance period.

Alternatives

It appears that the Council has the following alternatives concerning the ordinance. 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 adopt the Ordinance.

Sample Motion

Move to approve Ordinance No. 9733.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between the City of Grand Island, Nebraska, a body corporate and politic and a political subdivision of the State of Nebraska, herein referred to as "Seller", and Menard, Inc., a Wisconsin corporation, with offices at 5101 Menard Drive, City of Eau Claire, State of Wisconsin 54703, herein referred to as "Purchaser" with reference to a certain parcel of land located in the City of Grand Island, County of Hall, and State of Nebraska, more fully described as:

A parcel of land consisting of 0.02 acres more or less in the City of Grand Island, Hall County, Nebraska (the "Property"), as legally described and depicted on the attached Exhibit A.

In consideration of the mutual covenants herein set forth, the parties agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller covenants and agrees to sell, and Purchaser covenants and agrees to purchase the above described property, herein referred to as the "Property", together with all improvements situated thereon together with any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, oil, gas or mineral rights and interests appurtenant to and which benefit the Property and the improvements and the purchase and conveyance contemplated herein will be contingent on and subject to the terms, covenants, conditions and contingencies herein.

2. **PERMITTED ENCUMBRANCES:** The sale of the Property is subject to the following encumbrances (herein referred to as the "Permitted Encumbrances"): building and zoning laws, county and municipal ordinances, state and federal regulations, easements, covenants and restrictions of record accepted in writing by Purchaser.

3. **CONTINGENCIES:** Provisions to the contrary herein notwithstanding, performance by the Purchaser is contingent upon satisfaction of all of the following conditions:

- (A) Purchaser obtaining all necessary zoning classifications and variances and the issuance of all necessary permits and approvals to allow construction and operation upon the Property of Purchaser's proposed development.

Seller hereby agrees to make available to Purchaser for Purchaser's review at no additional cost or expense to Purchaser any and all plats, maps, documents and other materials now in Seller's possession which may aid and assist Purchaser in obtaining all necessary zoning and other permits subject to and pursuant to this Agreement.

- (B) Purchaser satisfying itself that the Property has or can be provided with, at reasonable cost of installation, storm sewer or surface drainage (including retention ponds), sanitary sewer, water, electrical, telephone and gas service in sufficient capacities and quantities to provide for the proposed development of the Property by the Purchaser. It shall be at Purchaser's sole discretion, in good faith, as to whether the Property has or can have the above utilities in sufficient capacities and

quantities or whether said utilities can be provided to the Property at reasonable costs of installation.

- (C) Purchaser obtaining geotechnical reports, based upon soil borings and tests, which disclose soil conditions satisfactory to Purchaser for the proposed development of the Property.
- (D) Purchaser obtaining from appropriate authorities permission to erect and operate advertising and informational signs on the Property as Purchaser deems appropriate, the same to be to the satisfaction of Purchaser.
- (E) Purchaser obtaining, in accordance with the provisions of Section 7 herein, at Purchaser's cost and expense, current ALTA boundary and topographical surveys of the Property, which disclose conditions satisfactory to Purchaser for its development of the Property.
- (F) Purchaser inspecting the environmental condition of the Property prior to the Closing Date, including the right to conduct environmental, habitat, wetlands and archeological assessments and other studies on the Property, and finding the results of those studies acceptable. If Purchaser's inspection discloses conditions of Property, which, in Purchaser's sole discretion, are unacceptable to Purchaser, Purchaser may terminate this Purchase Agreement.
- (G) Seller obtaining agreements for the relocation, release, termination and/or extinguishment of such rights-of-way, easements, restrictions, and proposed easements across the Property, as disclosed by the title insurance report or surveys, which in Purchaser's sole opinion, must be relocated, released, modified, terminated and/or extinguished in order to permit Purchaser to develop the Property as a retail lumber and home improvement center. Provided, however, Seller may terminate this Agreement if the cost of obtaining agreements for the relocation, release, termination, and/or extinguishment of such rights-of-way, easements, restrictions, and proposed easements across the Property exceeds or will exceed \$500.00 and Purchaser has not agreed to pay for any excess costs over such \$500.00 amount.

Purchaser may, at its sole option, and at its own expense, enter into agreements to relocate or remove any existing utilities after the Closing Date, but Purchaser shall not be required or obligated to do so.

- (H) Purchaser inspecting the Property, including the right to conduct engineering and mechanical studies of the Property, and finding its condition, structure, amenities and systems acceptable. If Purchaser's inspection discloses conditions of the Property which are unacceptable to Purchaser, Purchaser may terminate this Purchase Agreement.
- (I) Purchaser and Seller entering into a mutually agreeable post-closing construction license and grading agreement and perpetual maintenance agreement for Purchaser's development of the adjacent City of Grand Island Fire Station #4 parcel.

- (J) Seller's compliance with the requirements of Neb.Rev.Stat. §16-202 providing for public notice of the proposed conveyance of the Property and completion of statutory notice without any petitions signed by sufficient number of registered voters objecting to the sale of the Property at the date of Closing.

The Contingencies enumerated at (A) through (I) above are for Purchaser's benefit only, and the non-occurrence of a state of facts sufficient to satisfy any of the Contingencies above may not be used or pleaded by Seller as a defense to the enforceability of this Agreement. The Contingency enumerated at (J) is for the Purchaser's and Seller's benefit.

4. **FAILURE OF CONTINGENCIES:** The expiration of the contingencies listed in Section 3 shall be One Hundred Fifty (150) days after last execution of this Agreement or in the event the One Hundred Fiftieth (150th) day falls on a weekend or holiday the next business day thereafter (the "**Contingency Period**"). In the event any of the contingencies and conditions have not been met or in Purchaser's or Seller's opinion will not be met by the expiration of the Contingency Period or extensions thereof, Purchaser and Seller shall have the right and option to waive any contingency or condition, or Purchaser or Seller may declare this Agreement terminated and have the Earnest Money paid by Purchaser, along with any accrued interest, returned to Purchaser forthwith. If Purchaser or Seller exercises its option to declare this Agreement terminated or if this Agreement otherwise becomes terminated, Purchaser and Seller shall have no further obligation or liability under this Agreement. In addition, Seller and Purchaser shall each be solely responsible for and shall hold the other harmless for any expenses, costs, damages, claims, lawsuits and judgments incurred by each of them respectively as a result of this Agreement.

Alternatively, in the event any of the contingencies have not been satisfied or waived by Purchaser and Seller as of the scheduled expiration of the Contingency Period, Purchaser shall have the right to extend the Contingency Period and Closing Date for two (2) thirty (30) day periods upon notice to the other party of its intent to so extend no later than the then expiration of the Contingency Period.

5. **DUE DILIGENCE:** Within fourteen (14) days following the date of last execution of this Agreement, Seller shall deliver to Purchaser true, correct and complete copies of the items concerning the Property listed below, to the extent they exist and are in Seller's possession (the "**Due Diligence Items**"):

- (A) Any prior title evidence, such as a current abstract or title policy.
- (B) The most recent survey of the Property in Seller's possession.
- (C) The written results, if any of environmental site assessments, engineering reports, soil boring test samples or other inspections done at or on the Property including testing and certification results from any on-site grading activities completed to date.
- (D) All permits issued by governmental authorities for the Property.
- (E) Copies of all crop or billboard leases, if applicable.

- (F) Copies of utility bills for the most recent 12 months for the Property.
- (G) Copies of all current maintenance service agreements, if any, relating to the Property.
- (H) All warranties covering the Property and its improvements.

6. **SELLER'S WARRANTIES:** Seller states, warrants, guarantees and represents as follows:

- (A) Subject to the requirements of Neb.Rev.Stat. §16-202 providing for public notice of the proposed conveyance of the Property and completion of statutory notice without any petitions signed by sufficient number of registered voters objecting to the sale of the Property at the date of Closing, Seller has and will have on the Closing Date good and marketable fee title to the Property, subject only to the Permitted Encumbrances.
- (B) Subject to the requirements of Neb.Rev.Stat. §16-202 providing for public notice of the proposed conveyance of the Property and completion of statutory notice without any petitions signed by sufficient number of registered voters objecting to the sale of the Property at the date of Closing, Seller has and will have on the Closing Date full right and authority to convey the Property, and in regard thereto to execute this Agreement and to execute and deliver all documents required of Seller for the consummation of this Agreement.
- (C) The persons signing this Agreement on behalf of Seller are duly authorized to do so and their signatures bind Seller in accordance with the terms of this Agreement.
- (D) The Property shall be free of tenancies and bill boards on the Closing Date other than the occupancy by the Seller under the Post Closing Occupancy Agreement.
- (E) No person, firm, corporation or entity has any option, right of first refusal or similar right to acquire the Property, or any part thereof, from Seller.
- (F) Seller has no knowledge of any condemnation proceedings having been instituted or threatened against the Property.
- (G) That Seller is not a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; that Seller is not listed in the annex to, and is not otherwise subject to the provisions of, Executive Order No. 13224 (the “Executive Order”); and that Seller is not acting on behalf of any Person or entity that is listed in the annex to, or is otherwise subject to the provisions of the Executive Order.
- (H) Seller has received no notice of, nor has Seller any knowledge of, any violations of any federal, state, county or municipal laws, ordinances, orders, regulations or requirements affecting the Property.

- (I) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code ("IRC"), i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations).
- (J) To the best of Seller's knowledge the Property has not at any time been used as a waste dump, nor has it been used for the manufacture, treatment, storage or disposal of hazardous waste, hazardous substances, petroleum, PCBs, pollutants, contaminants or materials of like import that cause a present or future hazard to the ground water or other parts of the environment, and that the Property is completely free of any and all latent and non-apparent hazards and characteristics which would impair the use of the Property for the Purchaser as contemplated herein, or would cause the Purchaser any liability to any person or persons, natural or corporate, or any governmental body.

The representations and warranties contained in this section shall be true and correct on the Closing Date and shall survive the Closing and continue in full force and effect notwithstanding the Closing and consummation of the transaction contemplated herein, and the obligation of the Purchaser to close this transaction is expressly conditioned upon said representations.

7. **SURVEYS:** Purchaser, at Purchaser's sole cost and expense, shall obtain its own boundary and topographic survey (the "**Survey**").

8. **COMPLIANCE WITH MUNICIPAL OR STATE REGULATIONS:** All violations of law, ordinances or orders of state, county and municipal agencies affecting the Property at the date hereof shall be cured by Seller before the Closing Date, and all notices and warnings of such violation shall be complied with by Seller before that time, and the Property shall be conveyed free of all such notices and warnings. Seller hereby authorizes Purchaser to make and/or have made searches for such violations.

9. **PURCHASE PRICE:** Purchaser shall give to Seller as consideration for the Property the generator servicing Fire Station #4 on the adjacent property (the "**Purchase Price**"). Seller shall be solely responsible for the removal and transportation of the generator from the Purchaser's property.

10. **REAL ESTATE TAXES, ASSESSMENTS AND TRANSFER FEES:** Seller hereby warrants that there are no real and personal property taxes associated with the Property, as it is owned by a public entity. Seller shall indemnify Purchaser for any taxes or assessments levied against the Property prior to the Closing Date. Purchaser shall be responsible for paying all taxes levied on the Property on the Closing Date and for future dates.

Seller shall be responsible for payments arising from recapture agreements or fees against the Property existing on the Closing Date whether or not arising from Purchaser's development of the Property.

Purchaser shall pay all state, county, and city transfer taxes, deed taxes, rezoning fees, annexation fees, park fees, impact fees, green acres tax, recaptures and/or deed stamps due any

governmental agency resulting from the transfer of the Property by Seller to Purchaser or change in zoning or use.

11. **EVIDENCE OF TITLE:** Purchaser shall obtain a commitment for title insurance, including copies of all Schedule B documents, with extended coverage in the amount of the Purchase Price set out herein, naming the Purchaser as the insured, as its interest may appear (the “**Commitment**”), written by Grand Island Abstract, Escrow & Title Co., 704 W. 3rd Street, Grand Island, NE 68801 (the “**Title Company**”).

Within seven (7) days of approval of this Agreement by Seller’s City Council Seller will deliver to Purchaser any prior title evidence it may have, such as a current abstract or title policy, to expedite further examination of title. Purchaser shall after receipt of the last to arrive of the Commitment, the Survey, and legible copies of all Schedule B documents provide to Seller copies of the Commitment, Survey and all Schedule B documents and shall advise Seller in writing of any objections it has to the state of title to the Property shown in the Survey or Commitment. Seller shall have sixty (60) days from the date of Purchaser’s notice of such objections to make a good faith effort to cure such objections and to furnish a later report showing the objections cured or removed. If such objections cannot be cured within sixty (60) days after the date of Purchaser’s notice of such objection, Purchaser may; (i) declare this Agreement null and void, and neither party shall have any further obligation or liability under this agreement, (ii) at its election, take the title as it then is (with a right to deduct from the Purchase Price for liens or encumbrances of a definite or ascertainable amount), (iii) maintain its objections to the items uncured and extend Seller’s time to cure; or (iv) attempt to cure itself. Purchaser retains the right to update title, object to any new items and have the same remedies mentioned above through the Closing Date.

On the Closing Date, when title is transferred to Purchaser, Seller shall cause to be delivered to Purchaser an owner’s policy with extended coverage containing a Gap Endorsement, a Survey Endorsement, an Access Endorsement, a Same Land Endorsement, a Restriction, Encroachment, Mineral Endorsement, Contiguity Endorsement, and a PIN Endorsement, guaranteeing Seller’s title to be in the condition required by this Agreement. All costs relating to the issuance of the title policy, including, but not limited to, title search and examination fees, policy premiums and the cost for any required endorsements shall be paid for by Purchaser.

12. **POSSESSION:** Subject to the Post Closing Occupancy Agreement by and between the Seller and Purchaser with respect to Lot 1 State Subdivision, the terms of which shall apply with equal force and effect with respect to the Property, legal possession of the Property shall be delivered to Purchaser on the Closing Date, except as herein provided. On the Closing Date the Property shall be free of trash, debris and refuse free. Purchaser or its agent shall be permitted upon the Property prior to Closing for soil testing, environmental and/or inspections, surveying or other investigations or functions relating to its purchase of the Property. Purchaser agrees to indemnify and hold Seller harmless from any and all loss, claim, action, demand or liability which may arise against the Seller or the Property by virtue of any of Purchaser’s actions pursuant to this Agreement. Notwithstanding the foregoing, Purchaser shall not indemnify or defend Seller against any loss, claim, action, demand, liability, or expense arising out of, or having to do with, the results of Purchaser’s inspections, testing or determinations. Upon completion of Purchaser’s investigations and tests, Purchaser shall restore the Property as reasonably possible to the same condition as it existed before Purchaser’s entry upon the Property.

13. **CLOSINGS:** Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of the Title Company insuring the Property. The “**Closing**” of the transaction contemplated hereby shall be held on the expiration of the Contingency Period (“**Closing Date**”). Closing may be held prior to such time upon mutual agreement of the parties. Closing costs and escrow fees, if any, charged by the Title Company to close the transaction, shall be paid by the purchaser.

Seller acknowledges that Purchaser may be providing funds by way of a cashier’s check, and that the Title Company may require said check to clear its bank in order for the funds to become available for disbursement. In the event an extension is warranted for delays in Closing or disbursement caused by Title Company, the Closing Date will be automatically extended without having to amend this Agreement, said extension to be one business day after said delay in Closing or disbursement caused by the Title Company has been resolved. Possession of the Property shall be delivered simultaneously with the disbursement of Seller’s net proceeds.

At Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following items:

- (A) A Warranty Deed, in recordable form, duly executed and acknowledged by Seller, conveying title to the Property to Purchaser, free and clear of all liens, taxes, restrictions, tenancies, occupancies and encumbrances of every kind and description except:
 - 1) Permitted Encumbrances specified in Section 2 herein;
 - 2) General real estate taxes and assessments which are a lien but which are not due and payable on the Closing Date, and special assessments caused by Purchaser's activities or improvements;
- (B) The title policy in the form specified in Section 11 herein;
- (C) Such evidence or documents as may be reasonably required by the Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property;
- (D) A certification in a form to be provided or approved by the Purchaser, signed by Seller under penalties of perjury, containing the following:
 - 1) Seller's U.S. Taxpayer Identification Number;
 - 2) The home address of Seller (or the business address of Seller if Seller is not an individual); and,
 - 3) A statement that Seller is not a foreign person within the meaning of Section 1445 of the IRC i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations).

- (E) An affidavit of title warranting that no outstanding mechanic's lien rights exist, that the Property is not subject to any unrecorded interest or encumbrances, adverse claims, possession or occupancies and is not subject to any leases, oral or written, and that all assessments, utility charges and taxes have been paid to the Closing Date.
- (F) Closing Prorations:
 - (i) All adjustments shall be made as of midnight of the day prior to the Closing Date and shall be in accordance with the customs in respect of title closing recommended by the Title Company;
- (G) Post-closing construction license and grading easement and perpetual maintenance agreement.
- (H) Copies of all utility bills for the Property.
- (I) All additional documents and instruments as in the reasonable opinion of the Purchaser's counsel or the Title Company are necessary to the proper consummation of this transaction.

Unless explicitly stated in this Agreement to the contrary, Seller shall be responsible for all costs related to the production and delivery of the required closing documents. Seller and Purchaser shall exchange draft copies of all proposed closing documents at least five (5) business days prior to the scheduled Closing Date. If such documents are not received in a timely manner either party may extend the Closing Date accordingly. Purchaser's obligation to close on the transaction contemplated herein is contingent on the Seller and Purchaser closing on the adjacent City of Grand Island Fire Station #4 parcel. In the event that such closing has not yet occurred, Purchaser may extend the Closing for any delays in the closing of the City of Grand Island Fire Station #4 parcel so that both transactions close simultaneously. There shall be no material changes to the Property for any period of time Purchaser extends the Closing for a delay in simultaneous closings. Purchaser may terminate this Agreement if there is a failure to close on the City of Grand Island Fire Station #4 parcel.

14. **REAL ESTATE BROKERS AND BROKERAGE COMMISSION:** Seller and Purchaser each hereby represent and warrant to the other that this Purchase and Sale Agreement is made and entered into as a result of direct negotiations between parties hereto without the aid or assistance in any fashion of any broker or other agent and each of the parties hereby represents and warrants to the other that they have entered into no agreement or made any undertaking of any kind or character whatsoever as a result of which any claim could properly be brought against the other for any commission, finder's fee or other form of compensation of a similar character as a result of this transaction. Each party hereby agrees to indemnify and hold the other harmless as a result of any misrepresentation or breach of the warranty contained in this section.

15. **SURVIVAL OF COVENANTS:** Any representation, warranty, covenant or agreement herein of either party to this Agreement whether to be performed before or after the

16. **PARTIAL INVALIDITY:** If any provisions or portions of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

If to Seller: City of Grand Island
Attn: Mayor
100 East First Street
P.O. Box 1968
Grand Island, NE 68802
Phone: (308) 385-5444

Seller and Purchaser agree that electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice as that term is used in this Agreement.

19. **CHOICE OF LAWS AND SUBMISSION TO JURISDICTION:** This Agreement shall be deemed to have been made in Hall County, Nebraska, and shall be construed in accordance with the laws of the State of Nebraska. All actions or proceedings relating, directly or indirectly, to this Agreement, whether sounding in contract or tort, shall be litigated in a court

of competent jurisdiction for Hall County, Nebraska. All parties to this Agreement hereby subject themselves to the jurisdiction of the District Court of Hall County Nebraska.

20. **HEADINGS:** The section titles are for convenience only and do not define, limit or construe the contents of such paragraphs.

21. **DATE:** This Agreement shall be dated and effective and binding as of the date of the last execution.

22. **CONSTRUCTION:** Both parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

23. **TAX-DEFERRED EXCHANGE:** Seller acknowledges that Purchaser may elect to receive the Property in connection with the completion of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986. Seller hereby agrees to take such steps as Purchaser may reasonably require, at no cost to Seller, in order to complete the tax-deferred exchange. Therefore, to the extent possible, the provisions of this section shall be interpreted consistently with this intent.

Purchaser may, on or before the Closing Date, assign its rights under this Agreement to a “qualified intermediary”, as defined in Treasury Regulation 1.1031(i)-1(g)(4) (the “Accommodator”). Each party agrees to cooperate with the other party and the Accommodator in arranging the exchange. Each party shall execute any and all documents reasonably requested by the other party and the Accommodator to facilitate the exchange as a tax-deferred exchange under Section 1031 of the Code and the Treasury Regulations effective thereunder at the time of the Closing including but not limited to any appropriate amendments to this Agreement and any appropriate escrow instructions; provided, however, that no such document shall adversely affect a party in any respect or change any of the economic terms and conditions of the transaction with respect to Purchaser.

Seller acknowledges that Seller is not relying on any representations of Purchaser or Purchaser’s counsel with respect to the federal, state or local income tax treatment of Seller in connection with this transaction. The obligations of the parties under this section shall survive the Closing and the delivery of the deed.

24. **EMINENT DOMAIN:** If prior to the Closing Date, Seller acquires knowledge of any pending or threatened action, suit or proceeding to condemn or take all or any part of the property under the power of eminent domain, then Seller shall immediately give notice thereof to Purchaser. Upon receipt of such notice Purchaser, at Purchaser’s option shall have the right to:

- (A) Terminate this Agreement as to the Property subject to the action or proceeding, whereupon the Purchase Price shall be reduced accordingly; or

- (B) Terminate this Agreement as to the entire Property, whereupon all parties shall be relieved of all further liability hereunder.

If Purchaser does not exercise its right to terminate then Purchaser shall be entitled to all of the condemnation proceeds which would have been due Seller, and the parties shall proceed with the Closing otherwise in accordance with, and subject to, the terms hereof.

25. **CASUALTY:** If prior to the Closing Date the Property or any portion thereof, shall be damaged or destroyed by reason of fire, storm, accident or other casualty, then Seller shall immediately give notice thereof to Purchaser. Upon receipt of such notice Purchaser, at Purchaser's option, shall have the right to:

- (A) Terminate this Agreement as to such portion of the Property damaged by the casualty, whereupon the Purchase Price shall be reduced accordingly; or
- (B) Terminate as to the entire Property, whereupon all parties shall be relieved of all further liability hereunder.

If Purchaser does not exercise its right to terminate then Purchaser shall be entitled to all of the insurance proceeds which would have been due Seller and Seller will credit Purchase at Closing with an amount equal to the deductible under the applicable insurance policy and any amounts reasonably determined by Purchaser to constitute the difference between the amount of the insurance proceeds, and deductible, and the cost of reconstruction.

26. **OPERATION OF THE PREMISES:** During the period between the date hereof and the Closing Date, Seller shall:

- (A) Comply with the material terms, conditions, and provisions of all liens, leases, mortgages, agreements, insurance policies and other contractual arrangements relating to the Property, make all payments due thereunder and suffer no default therein;
- (B) Without written approval of Purchaser, neither negotiate nor enter into any new contract nor modify any existing contract affecting the use or operation of the Property which cannot be terminated without charge, cost, penalty or premium on or before the Closing Date;
- (C) Operate, manage and maintain the Property in the usual and customary manner for a municipal fire station;
- (D) Not, without Purchaser's prior written consent, enter into, amend or terminate any lease, nor institute any proceeding at law or in equity to enforce any lease;
- (E) Not return to any tenants, directly or indirectly, any security deposits except as required by lease, upon the termination of occupancy; and
- (F) Not market the Property to third parties

27. **COUNTERPARTS; MODIFICATION:** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The electronic transmission of any signed original counterpart of this Agreement shall be deemed to be the delivery of an original counterpart of this Agreement. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. To aid in the execution of amendments to this Agreement (but not any closing documents), the parties hereby each authorize and empower its attorney employed by such law firm or corporation to execute and deliver any amendments to this Agreement on their respective behalf and (when so executed by their attorney) the amendment shall be binding upon and enforceable against the party represented. Notwithstanding the foregoing, either party may insist upon the execution (or re-execution) of any amendment by the other party itself (and not its attorney) and each party agrees to accommodate such a request.

28. **ENTIRE AGREEMENT:** This Agreement, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation, or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Agreement.

[Signature to Appear on Following Page(s)]

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

EXECUTED ON:

SELLER: CITY OF GRAND ISLAND

This ____ day of _____, 2019

By: _____
Roger G. Steele

EXECUTED ON:

PURCHASER: MENARD, INC.

This ____ day of _____, 2019

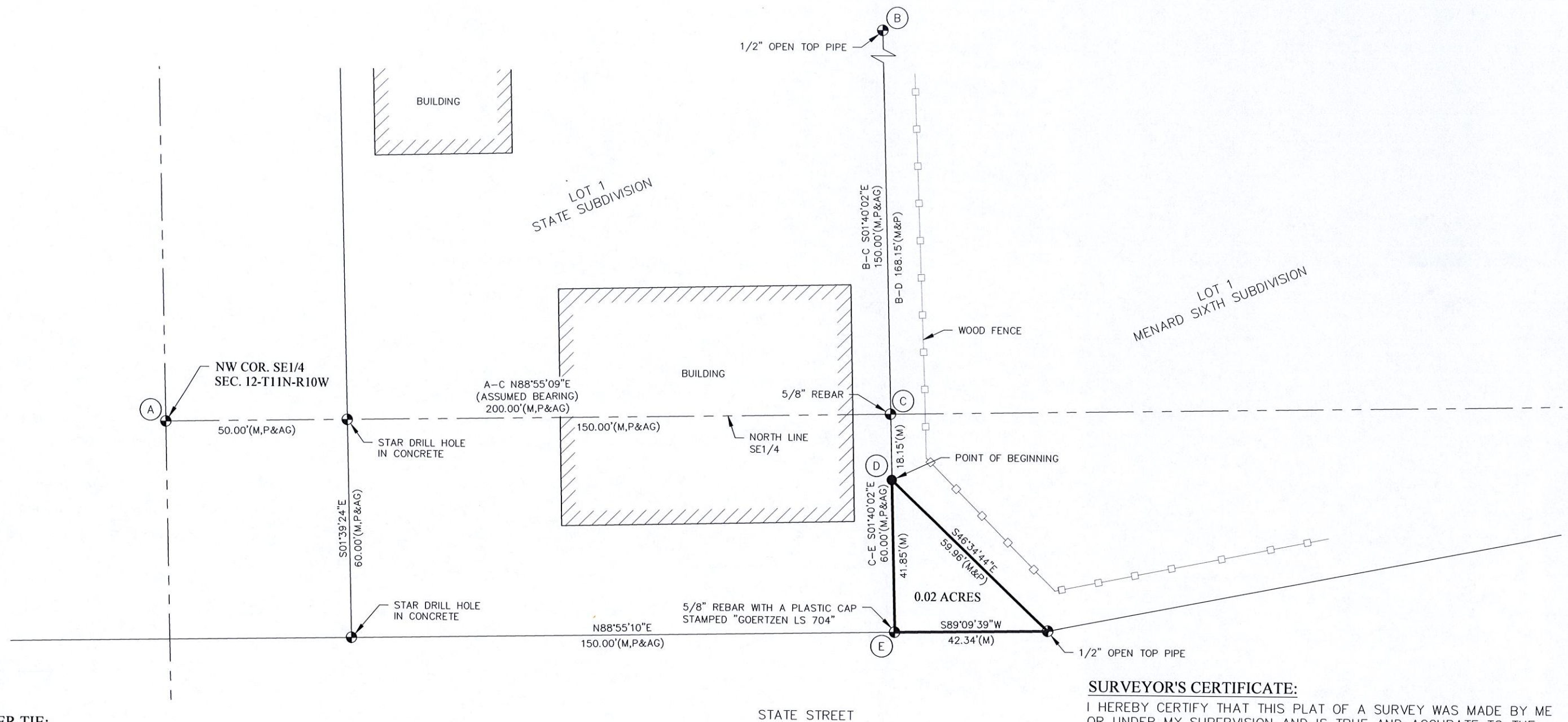
by: _____
Theron J. Berg
Real Estate Manager

THIS INSTRUMENT DRAFTED BY:

Pat Wewel
Corporate Counsel
5101 Menard Drive
Eau Claire, WI 54703
Phone: (715) 876-2164
Fax: (715) 876-5998

Exhibit A

Property



CORNER TIE:

- (A) NW CORNER SE1/4 SECTION 12-T11N-R10W
FOUND A 1/2" OPEN TOP PIPE 0.8' DEEP
SE 0.71' TO A FOUND NAIL "X" IN THE NW FACE OF A POWER POLE (1' ABOVE GROUND)
N 2.9' TO THE EDGE OF A CONCRETE SPILLWAY
S 58.15' TO A FOUND P.K. NAIL IN THE WEST FACE OF A POWER POLE (1' ABOVE GROUND)
SW 72.50' TO A FOUND CHISELED "X" IN THE NE CORNER OF A CONCRETE HEADWALL
W 90.06' TO A FOUND 1/2" OPEN TOP PIPE (1' DEEP)
E 50.00' TO A FOUND STAR DRILL HOLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EXISTING RIGHT OF WAY OF STATE STREET, IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE N88°55'09"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 200.00 FEET TO THE WEST LINE OF LOT 1, MENARD SIXTH SUBDIVISION, AS PLATTED IN THE CITY OF GRAND ISLAND, THENCE S01°40'02"E ON SAID WEST LINE, A DISTANCE OF 18.15 FEET TO THE POINT OF BEGINNING; THENCE S46°34'44"E ON SAID WEST LINE, A DISTANCE OF 59.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S89°09'39"W, A DISTANCE OF 42.34 FEET TO THE SOUTHEAST CORNER OF LOT 1, STATE SUBDIVISION, AS PLATTED IN SAID CITY OF GRAND ISLAND; THENCE N01°40'02"W ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 41.85 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES, MORE OR LESS.

SURVEYOR'S REPORT:

THIS SURVEY WAS PERFORMED AT THE REQUEST OF MENARD INC. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE PERIMETER AND CREATE A METES AND BOUNDS DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA.

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE DESCRIBED ON THIS PLAT. THE MONUMENT SET IS A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED "GOERTZEN L.S. 704".

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE S6 ROBOTIC TOTAL STATION, TRIMBLE R8 GNSS RECEIVER, AND A 100 FOOT STEEL TAPE.

SURVEYOR'S CERTIFICATE:

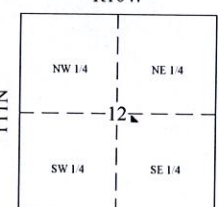
I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

ADAM J. GOERTZEN, LS 704



VICINITY SKETCH

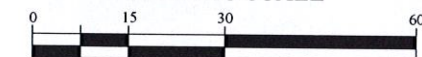
HALL COUNTY
NEBRASKA
R10W



LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- DEEDED DISTANCE
- GOVERNMENT DISTANCE
- MEASURED DISTANCE
- PLATTED DISTANCE
- RECORDED DISTANCE
- RECORDED DISTANCE (ADAM GOERTZEN 3/2018)

GRAPHIC SCALE



NOTE: ALL BEARINGS ARE ASSUMED.

ORDINANCE NO. 9733

An ordinance approving a Purchase - Sale Agreement for the conveyance of property between the City of Grand Island ("City") and Menard, Inc., a Wisconsin corporation ("Purchaser"); providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; and providing 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. The Purchase - Sale Agreement between City and Purchaser is hereby approved and authorized with respect to City's conveyance to Purchaser the following described real estate abutting the southeast corner of Lot 1 State Subdivision (Fire Station No.4) located at 3690 West State Street, Grand Island, to wit:

A parcel of ground in the Southeast Quarter of Section 12 North, Range 10 West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, being described as follows: Referring to the northwest corner of the Southeast Quarter of said Section 12; thence N88°55'09"E (assumed bearing) on the north line of said Southeast Quarter, a distance of 200.00 feet to the west line of Lot 1, Menard Sixth Subdivision, as platted in the City of Grand Island; thence S01°40'02"E on said west line, a distance of 18.15 feet to the point of beginning; thence S46°34'44"E on said west line, a distance of 59.96 feet to the southwest corner of said Lot 1; thence S89°09'39"W, a distance of 42.34 feet to the southeast corner of Lot 1, State Subdivision, as platted in said City of Grand Island; thence N01°40'02"W on the east line of said Lot 1, a distance of

Approved as to Form	<input type="checkbox"/>	_____
June 20, 2019	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9733 (Cont.)

41.85 feet to the point of beginning, containing 0.02 acres, more or less.

SECTION 2. In consideration for such conveyance the Purchaser shall convey to City the electric power generator servicing Fire Station #4 on the adjacent property. Conveyance of the real estate above described shall be by warranty deed pursuant to the terms and conditions of the Purchase - Sale Agreement between City and Purchaser.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the Grand Island Independent, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance petition against such conveyance is signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular city election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor may make, execute and deliver to Menard, Inc., a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

ORDINANCE NO. 9733 (Cont.)

SECTION 7. This ordinance shall be in force and take effect from and after its passage and publication in one issue of the Grand Island Independent as provided by law.

Enacted: May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item F-6

#9734 - Consideration of Determining Assessments for Fonner Park Business Improvement District.

Staff Contact: Patrick Brown, Finance Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9734

An ordinance to assess and levy a special tax to pay the 2018-2020 revenue year cost of Fonner Park Business Improvement District of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, 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. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2018-2020 revenue year cost of Fonner Park Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2018-2020 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form	▣ _____
June 20, 2019	▣ City Attorney

ORDINANCE NO. 9734 (cont.)

OWNER	LEGAL NAME	Amount
WESTERBY/MICHAEL J & MANDY	JANISCH SUB PT LT 1	1,143.78
MCDERMOTT/NIELS C	BROWNELL SUB XC .0051 AC TO ROW LT 1 XC E 10'	631.73
WILTGEN CORP II	KIRKPATRICK SUB LT 5	672.67
WILTGEN CORP II	KIRKPATRICK SUB LT 6	662.59
DA-LY PROPERTIES LLC	LABELINDO SECOND SUB PT LT 1 XC 18.3 FT TO CITY	2,665.77
ZANA/JAMES SCOTT	R & R SUB PT LT 1	1,341.79
CASEY'S RETAIL CO	PLEASANT HOME SUB XC CITY E 1/2 OF S 1/2 BLK 9	1,338.55
LOCUST STREET LLC	PLEASANT HOME SUB XC CITY BLK 16	2,448.06
OBERG/DANNY K	ROEPKE SUB PT LT 2 & PT LT 1	1,471.62
OBERG/DANNY K	ROEPKE SECOND SUB PT LT 1	433.83
EDWARDS BUILDING CORP	FONNER SUB LT 1 XC CITY	1,291.09
BOSSelman REAL ESTATE LLC	FONNER FOURTH SUB LT 1	4,639.47
1803 LLC	FONNER SECOND SUB XC CITY LT 5	1,905.69
1803 LLC	FONNER SECOND SUB XC CITY LT 6	3,815.48
TOWN & COUNTRY LLC	FONNER THIRD SUB PT LT 1 & PT LT 3	3,240.27
WILLIAMS HOSPITALITY LLC	FONNER THIRD SUB REPLATTED PT LT 3	1,339.32
LOCUST STREET LLC	MISCELLANEOUS TRACTS 21-11-9 PT SE 1/4 SE 1/4 .20 AC TO CITY .817 AC	2,002.69
REILLY/MICHAEL J & CAREY M	JNW SUB LT 1	1,428.81
EDWARDS BUILDING CORP	JNW SECOND SUB LT 1	1,581.21
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 2	1,030.73
BRADY/CINDY	MISCELLANEOUS TRACTS XC TO CITY 21-11-9 PT SE 1/4 SE 1/4 .78 AC	1,282.89
AREC 7, LLC	MISCELLANEOUS TRACTS 21-11-9 XC CITY PT SE 1/4 SE 1/4 1.17 AC	1,939.78
SAX PIZZA OF AMERICA INC	SAX'S SECOND SUB LT 1	1,188.97
GOODWILL INDUST OF GREATER NEBR	GOODWILL SIXTH SUB LT 2	1,732.21
HALL COUNTY LIVESTOCK IMPROVEMENT ASSN	MISCELLANEOUS TRACTS 22-11-9 TO THE CITY OF GRAND ISLAND PT SW 1/4 SW 1/4 & PT NW 1/4 SW 1/4 XC .15 A CITY & 1.03 AC FONNER RD XC .05 AC CITY XC .98 AC CITY 23.97 AC	3,037.39
BOSSelman PUMP & PANTRY INC	R & R SUB PT LT 2	1,328.73
PREFERRED ENTERPRISES LLC	FONNER FOURTH SUB TO CITY ROW PT LT 2	1,430.34
	TOTAL	\$47,025.46

ORDINANCE NO. 9734 (cont.)

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Fonner Park Business Improvement District".

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item F-7

#9735 - Consideration of Determining Assessments for South Locust Business Improvement District.

Staff Contact: Patrick Brown, Finance Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9735

An ordinance to assess and levy a special tax to pay the 2018-2020 revenue year cost of South Locust Business Improvement District of the City Of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, 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. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2018-2020 revenue year cost of South Locust Business Improvement District of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2018-2020 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form	▣ _____
June 20, 2019	▣ City Attorney

ORDINANCE NO. 9735 (cont.)

OWNER	LEGAL NAME	ASSESSMENT AMOUNT
MMY HOSPITALITY LLC	BURCH SUB W 273' LT 1 XC CITY	1,996.47
CASEY'S RETAIL COMPANY	BURCH SUB W 125' LT 2-3-4 XC CITY	2,565.39
FUGATE/J LARRY	BURCH SUB LT 5 XC CITY	1,706.22
WILLIAMS/MICHAEL S & SANDRA S	BURCH SECOND SUB LT 1 XC CITY	2,001.81
EATING ESTABLISHMENT/THE	RUNZA SUB LT 1 XC CITY	2,200.10
WILLIS/RONALD J & LORI D	HOLCOMB'S HIGHWAY HOMES E 100' LT 12 XC CITY & E 100' LT 13 XC CITY	2,849.82
WILLIS/RONALD J	HOLCOMB'S HIGHWAY HOMES LT 14 XC CITY	1,561.07
ROYELLE INC	HOLCOMB'S HIGHWAY HOMES LT 15 XC CITY	1,545.19
ROYELLE INC	BARTZ SUB LT 1	1,553.17
MEHRING/DONALD D	SHOVLAIN SECOND SUB LT 3	2,214.12
CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 52' LT 19 & N 1' LT 20	745.75
CARPENTER REAL ESTATE INC	HOLCOMB'S HIGHWAY HOMES S 108' LT 20 XC CITY	1,553.53
KERSHNER PROPERTIES, LLC	HOLCOMB'S HIGHWAY HOMES N 60' LT 22 XC CITY	844.23
HOLIDAY PLAZA LLC	HOLCOMB'S HIGHWAY HOMES LT 21 XC CITY	1,553.53
DA-LY PROPERTIES LLC	HOLCOMB'S HIGHWAY HOMES N 12' LT 24 XC CITY & S 98' LT 23 XC CITY	1,567.53
KERSHNER PROPERTIES, LLC	HOLCOMB'S HIGHWAY HOMES S 49' LT 22 & N 11' LT 23 XC CITY	854.96
LLAMAS JR/MOISES	HOLCOMB'S HIGHWAY HOMES ADDITION S 97' LT 24 XC CITY & N 38' LT 26~ XC CITY & ALL 25 XC CITY~	3,476.13
DEGAN LOCUST LLC	HOLCOMB'S HIGHWAY HOMES N 79' LT 27 XC CITY & S 71' LT 26 XC CITY	2,138.48
SOUTH POINT DEVELOPMENT, LLC	MATTHEWS SUB PT LT 25 XC CITY	3,858.28
KAY ENTERPRISES GRAND ISLAND LLC	GARRISON SUB LT 1 XC CITY	3,238.08
CITY OF GRAND ISLAND	MIL-NIC SECOND SUB TO THE CITY OF GRAND ISLAND LT 1	1,697.31

ORDINANCE NO. 9735 (cont.)

CALM NIGHTS LLC	MIL-NIC SECOND SUB LT 2	3,898.57
PAULSEN AND SONS INC	ROUSH'S PLEASANTVILLE TERRACE SUB LTS 1 & 28 XC CITY & ALL LTS 2-3- 26-27	2,850.75
MEHRING/DONALD D	SHOVLAIN SECOND SUB LT 2	1,710.35
CARPENTER/REX E & JONADYNE A	WOODLAND FIRST SUB LT 1 200' X 400' XC CITY	2,914.77
CARPENTER/REX E & JONADYNE A	WOODLAND FIRST SUB LT 2 200' X 400' XC CITY	2,850.57
EQUITABLE FEDERAL SAVINGS	WOODLAND FIRST SUB LT 3 XC CITY	2,850.88
OBERG/DANNY K	WOODLAND FIRST SUB LT 4 XC CITY	2,836.32
BOURKE/JEFFREY T & KARI K	WOODLAND FIRST SUB LT 5 XC CITY	2,850.88
RASMUSSEN JR/RICHARD S	WOODLAND FIRST SUB N 50' OF E 260' LT 6 XC CITY	710.40
PAM'S RENTALS LLC	WOODLAND FIRST SUB S 126' OF E 260' LT 6 XC CITY	1,804.48
ALPHA CORP	WOODLAND FIRST SUB E 260' LT 8 XC CITY	2,990.20
SOUTHEAST CROSSINGS LLC	WOODLAND SECOND SUB LT 11 XC CITY	7,771.69
BOSELMAN INC	WOODLAND SECOND SUB LT 8	2,133.51
CARPENTER REAL ESTATE INC	WOODLAND SECOND SUB LT 9	2,137.49
LAUB-OTTO, LLC	WOODLAND SECOND SUB LT 10	2,256.62
RASMUSSEN JR/RICHARD S	WOODLAND THIRD SUB LT 1 XC N 25' OF E 260' XC CITY	1,067.66
DJ & DK PROPERTIES LLC	WOODLAND THIRD SUB N 25' OF E 260' LT 1 XC CITY & LT 2 XC CITY	1,780.18
ALLEN/TAMARA J & JOHN L	WOODRIDGE SOUTH SUB LT 1 XC CITY	3,596.21
DEGAN LOCUST LLC	WOODRIDGE SOUTH SUB LT 2 XC CITY	1,545.11
SOUTH POINTE DEVELOPMENT LLC	SOUTH POINTE SUB LT 1	3,526.91
SARASWATI LLC	MISCELLANEOUS TRACTS 27-11-9 PT N 1/2 SW 1/4 SW 1/4 3.03 A	7,155.90
PLATTE VALLEY STATE BANK &	EQUESTRIAN MEADOWS SUB LT 1	2,539.93
COMMUNITY REDEVELOPMENT AUTHORITY	DESERT ROSE SUB PT LT 1 XC CITY	6,012.70

ORDINANCE NO. 9735 (cont.)

ROBB/THEODORE J	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 XC CITY 5.08 AC	4,792.59
RIGI HOSPITALITY LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 SW 1/4 PT LT 4 ISLAND XC CITY 4.85 AC	4,585.37
LLAMAS/MOISES & OLIVIA	KNOX SUB LOT 1 XC CITY	1,997.79
ALL FAITHS FUNERAL HOME LLC	MISCELLANEOUS TRACTS 27-11-9 PT NW 1/4 NW 1/4 SW 1/4 2.34 AC	3,445.49
PHARMACY PROPERTIES LLC	EQUESTRIAN MEADOWS SUB LT 2	2,066.13
WILLIS/RONALD J & LORI D	MISCELLANEOUS TRACTS 28-11-9 PT NE 1/4 NE 1/4 XC CITY .445 AC	1,424.91
ROBB/MASON D	KNOX THIRD SUB LT 2 XC CITY	1,868.78
ROBB/TED	KNOX THIRD SUB LT 3 XC CITY	1,097.16
O'REILLY AUTO ENTERPRISES, LLC	RUNZA SUB LT 2 XC CITY	2,217.74
ROBB/MASON D	KNOX THIRD SUB LT 1 XC CITY	2,184.49
FAULKNER/MARK A & SUZANNE G	EQUESTRIAN MEADOWS SUB LT 3	2,624.22
HERITAGE HOSPITALITY INC	VANOSDALL SUB LT 1	1,260.76
VANOSDALL/DELVIN WAYNE	VANOSDALL SUB LT 2	1,011.08
		142,089.76

SECTION 2. The special tax shall become delinquent in one-hundred eighty (180) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within one-hundred eighty (180) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "South Locust Business Improvement District".

ORDINANCE NO. 9735 (cont.)

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item G-1

Approving Minutes of May 14, 2019 City Council Regular Meeting/Budget Work Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

May 14, 2019

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 May 14, 2019. Notice of the meeting was given in *The Grand Island Independent* on May 8, 2019.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Clay Schutz, Mitch Nickerson, and Chuck Haase. Councilmembers Julie Hehnke, Mike Paulick and Jeremy Jones were absent. The following City Officials were present: City Clerk RaNae Edwards, Finance Director Patrick Brown, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

INVOCATION was given by Pastor Sheri Lodel, Calvary Lutheran Church, 1304 North Custer Avenue followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Rodger "Reggie" Schmit, Lineman 1st Class with the Utilities Department for 25 Years of Service with the City of Grand Island. The Mayor and City Council recognized Rodger "Reggie" Schmit for 25 years of service with the City of Grand Island as Lineman 1st Class with the Utilities Department. Utilities Director Tim Luchsinger thanked Mr. Schmit for his service to the Utilities Department. Mr. Schmit was present for the recognition.

Presentation by BKD, LLP for Fiscal Year Ended September 30, 2018 City Single Audit and General Purpose Financial Statements and Electric and Water Audit Reports. Finance Director Patrick Brown commented on the recommendations from BKD, LLP for the Finance Department. Introduced was Amy Shreck and Chris Lindner with BKD, LLP who presented the fiscal year ending September 30, 2018 City Single Audit and General Purpose Financial Statements and Electric and Water Audits. The opinion from BKD, LLP was a clean opinion according to accounting principles.

PUBLIC HEARINGS:

Public Hearing on Request from Kenia Munoz dba Ritmas Night Club, 611 East 4th Street for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "I" Liquor License had been received from Kenia Munoz dba Ritmas Night Club, 611 East 4th Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 3, 2019; notice to the general public of date, time, and place of hearing published on May 4, 2019; notice to the applicant of date, time, and place of hearing mailed on April 3, 2019 and April 12, 2019; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on Request from Nebraskaland Distributors, LLC dba Nebraskaland Distributors, 4845 Juergen Road for a Class "X" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "X" Liquor License had been received from Nebraskaland Distributors, LLC dba Nebraskaland Distributors, 4845 Juergen Road. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 12, 2019; notice to the general public of date, time, and place of hearing published on May 4, 2019; notice to the applicant of date, time, and place of hearing mailed on April 12, 2019; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Change to the Future Land Use Map for the City of Grand Island for Lots 11-14 of Lambert's Subdivision located between Congdon Avenue and Willow Street North of 4th Street from Manufacturing to Low to Medium Residential. Regional Planning Director Chad Nabity reported that Starostka Contracting, LLC was proposing to purchase property along 5th Street between Congdon Avenue and Willow Street for the development of 20 residential lots. They were requesting that the zoning on property be changed from M2 Heavy Manufacturing to R-3SL Medium Density Small Lot Residential. Staff had prepared an amendment to the Future Land Use Map of the Grand Island Comprehensive plan to support this proposed change. The change to the Comprehensive Plan needed to be approved prior to changing the zoning. Staff recommended approval. Patty Lyons, 413 North Congdon Avenue and Jordan Starostaka, 429 Industrial Lane spoke in support. No further public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for CRA No. 1 located North of 4th Street between Congdon Avenue and Willow Street (Starostka Contracting, LLC). Regional Planning Director Chad Nabity reported that Starostka Contracting LLC had submitted an application for tax increment financing to aid in the redevelopment of property located north of 4th Street between Willow Street and Congdon Avenue. The proposal would redevelop this property for 20 residential lots including the extension of streets, sewer, water and storm sewer along with site work and demolition of existing structures. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Lots 11-14 of Lambert's Subdivision located at 417 Congdon Avenue from M2 Heavy Manufacturing to R-3SL Medium Density Small Lot Residential (Starostka Group Unlimited, Inc.). Regional Planning Director Chad Nabity reported that Starostka Contracting LLC has submitted an application to rezone property located north of 4th Street between Willow Street and Congdon Avenue from M2 Heavy Manufacturing to R-3SL Medium Density Small Lot Residential. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone a Portion of Lot 2 Hanover Second Subdivision and a Portion of Lot 4 Hanover Third Subdivision located West of North Road and South of 13th Street from R1-Suburban Density Residential to R-3 Medium Density Residential (Trent Huff & Andy Eiler). Regional Planning Director Chad Nabity reported that Trent Huff had purchased all of Lot 4 of Hanover Third Subdivision and Lot 2 of Hanover Second Subdivision for residential development and had requested a zoning change on the property. He was requesting that the zoning on the north and west portion be changed to R3 Medium Density Residential. Staff

recommended approval. Trent Huff, 4801 W. Chapman Road spoke in support. No public testimony was heard.

Public Hearing on Dedication of Right-of-Way at 3321 James Road. Public Works Director John Collins reported that in order to allow for property access off of James Road to adjacent businesses, it was required that current City owned property be dedicated by the City of Grand Island as right-of-way. This area was on the east side of James Road. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 228 Lake Street - R2S2, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 228 Lake Street was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including water lines. Comfort Suites was proposing a new motel at the intersection of U.S. Highway 34 and South Locust Street. This easement would allow the Utilities Department to install, access, operate and maintain the water infrastructure in this location. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9728 - Consideration of Approving Annexation of Property Located East of U.S. Highway 281 and South of Wildwood Drive (Lewis Greenscape) (Second Reading)

Regional Planning Director Chad Nabity reported that Station 31, LLC, owner of the property had petitioned the City of Grand Island to consider annexation of this property. Staff recommended approval.

Motion by Stelk, second by Minton to approve Ordinance #9728 on second reading.

City Clerk: Ordinance #9728 on second reading. All those in favor of the passage of this ordinance on second reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9729 - Consideration of Approving Annexation of Property Located West of North Road and South of 13th Street (Ray Stander) (Second Reading)

Regional Planning Director Chad Nabity reported that Ray Stander, owner of the property had petitioned the City of Grand Island to consider annexation of this property. Staff recommended approval.

Motion by Schutz, second by Nickerson to approve Ordinance #9729 on second reading.

City Clerk: Ordinance #9729 on second reading. All those in favor of the passage of this ordinance on second reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9730 - Consideration of Approving Annexation of Property Located between U.S. Highway 281 and Old Nebraska Highway 2, West of Eagle Scout Park (City of Grand Island) (Second Reading)

Regional Planning Director Chad Nabity reported that the City of Grand Island, owner of property had petitioned the City of Grand Island to consider annexation of this property. Staff recommended approval.

Motion by Haase, second by Conley to approve Ordinance #9730 on second reading.

City Clerk: Ordinance #9730 on second reading. All those in favor of the passage of this ordinance on second reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9732 – Consideration of Approving Request to Rezone a Portion of Lot 2 Hanover Second Subdivision and a Portion of Lot 4 Hanover Third Subdivision located West of North Road and South of 13th Street from R1-Suburban Density Residential to R-3 Medium Density Residential (Trent Huff & Andy Eiler)

This item related to the aforementioned Public Hearing.

Motion by Minton, second by Fitzke to approve Ordinance #9732 on first reading.

City Clerk: Ordinance #9732 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.

#9733 - Consideration of Approving Sale of 0.02 Acres to Menard, Inc. located at the Southeast Corner of Fire Station 4 along State Street

City Attorney Jerry Janulewicz reported that Menard sought to obtain from the City a triangular tract of land containing 0.02 acres located near the southeast corner of the fire station property. The three sides are 42.34 feet, 41.85 feet, and 59.96 feet. The proposed Ordinance, if adopted, would authorize the sale of this tract subject to the public's right of remonstrance.

Mr. Janulewicz answered questions concerning the Limited License Agreement and the Development Agreement. Fire Chief Cory Schmidt presented the plans for the new fire station located at North Road and State Street next to the new E911 Center.

Motion by Haase, second by Stelk to approve Ordinance #9733 on first reading.

City Clerk: Ordinance #9733 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.

CONSENT AGENDA: Consent Agenda item G-9 (Resolution #2019-157) was pulled from the agenda. Motion by Haase, second by Fitzke to approve the Consent Agenda excluding item G-9. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 23, 2019 City Council Regular Meeting.

Approving Re-Appointment of Brandon Bowley to the Central District Health Board.

Approving Appointment of Mike Kneale to the Citizens Advisory Review Committee Board.

Approving Preliminary Plat for Fifth Street Subdivision.

#2019-153 - Approving Final Plat and Subdivision Agreement for The Orchard Subdivision. It was noted that The Orchard, LLC, owner, had submitted the Final Plat and Subdivision Agreement for The Orchard Subdivision located south of Capital Avenue, east of Beal Street, north of the intersection of 12th Street and Lambert Avenue and west of the railroad tracks for the purpose of creating 67 lots on 23.861 acres.

#2019-154 - Approving Final Plat and Subdivision Agreement for Crossroads Subdivision. It was noted that Grand Island Entrepreneurial Venture, LLC, Raymond O'Connor, owner, had submitted the Final Plat and Subdivision Agreement for Crossroads Subdivision located south of 10th Street, west of White Avenue, directly north of 9th Street and Boggs Avenue intersection for the purpose of creating 2 lots on 0.992 acres.

#2019-155 - Approving Acquisition of Utility Easement - 228 Lake Street - R2S2, LLC.

#2019-156 - Approving Burdick Generation Station Demolition Engineering Services with Black & Veatch of Overland Park, Kansas in an Amount of \$698,985.00.

#2019-157 - Approving the Coal Supplier for Platte Generating Station for 2020 – 2022 with Cordero Rojo Mine. This item was pulled from the agenda at the request of the City Attorney.

#2019-158 - Approving Change Order #1 for Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generation Station - Spring 2019 Outage with Meylan Enterprises, Inc. of Omaha, Nebraska for an Increase of \$20,291.50 and a Revised Contract Amount of \$176,469.77.

#2019-159 - Approving HVAC Controls and Communications Update - Law Enforcement Center with Trane USA, Inc. of La Vista, Nebraska in an Amount of \$73,946.00.

#2019-160 - Approving Authorization for Emergency Sanitary Sewer Repair at 720 West Stolley Park Road with Myers Construction, Inc. of Broken Bow, Nebraska in an Amount of \$52,650.00.

#2019-161 - Approving Bid Award for Chip Seal Project No. 2019-CS-1 with Topkote, Inc. of Yankton, South Dakota in an Amount of \$203,758.71.

#2019-162 - Approving Dedication of Right-of-Way at 3321 James Road.

#2019-163 - Approving Agreement Amendment No. 1 for Utility Relocation Services to be performed by AT&T for the North Broadwell Drainage; Project No. 2018-D-1.

#2019-164 - Approving Change Order No. 6 for EM911 Facility with Chief Construction of Grand Island, Nebraska for an Increase of \$24,243.00 and a revised Contract Amount of \$3,178,247.00.

#2019-165 - Approving Development Agreement and Limited License Agreement with Menard, Inc.

#2019-166 - Approving Temporary Construction Easement and Perpetual Maintenance Easement.

#2019-167 - Approving Request from Nebraskaland Distributors, LLC dba Nebraskaland Distributors, 4845 Juergen Road for a Class "X" Liquor License and Liquor Manager Designation for Wayne Gappa, 11 East 48th Street, Kearney, Nebraska.

#2019-168 - Approving Request from Kenia Munoz dba Ritmas Night Club, 611 East 4th Street for a Class "I" Liquor License.

REQUESTS AND REFERRALS:

Consideration of Request from Building Department to Advertise a Request for Proposal for Legal Services to Abate Identified Public Nuisances. Building Department Director Craig Lewis reported that the Grand Island City Building Department was seeking approval to advertise a request for proposal for legal services to obtain a court order to abate public nuisances at specified private properties within the City jurisdictional area. Staff recommended approval.

Motion by Nickerson, second by Stelk to approve. Upon roll call vote, all vote aye. Motion adopted.

RESOLUTIONS:

#2019-169 - Consideration of Appointing Jerry Janulewicz as Interim City Administrator. Mayor Steele reported that he was appointing Jerry Janulewicz as Interim City Administrator.

Motion by Minton, second by Stelk to approve Resolution #2019-169. Upon roll call vote, all voted aye. Motion adopted.

#2019-170 - Consideration of Approving Change to the Future Land Use Map for the City of Grand Island for Lots 11-14 of Lambert's Subdivision located between Congdon Avenue and Willow Street North of 4th Street from Manufacturing to Low to Medium Residential. This item was related to the aforementioned Public Hearing. Staff recommended approval. Discussion was held regarding the use of this property. Jordan Starostka stated these houses would be 2 to 3 bedrooms and would sell for \$204,000.00. Mr. Nabity answered questions regarding TIF and the cost of the homes.

Motion by Fitzke, second by Conley to approve Resolution #2019-170. Upon roll call vote, Councilmembers Haase, Nickerson, Minton, Conley, Stelk, and Fitzke voted aye. Councilmember Schutz voted no. Motion adopted.

#2019-171 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 1 located North of 4th Street between Congdon Avenue and Willow Street (Starostka Contracting, LLC). This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Minton, second by Fitzke to approve Resolution #2019-171. Upon roll call vote, Councilmembers Minton, Conley, Stelk, and Fitzke voted aye. Councilmembers Haase and Schutz voted no. Councilmember Nickerson abstained. Motion failed.

#2019-172 - Consideration of Approving Economic Development Incentive Agreement with GIX Logistics, Inc. Jeff Vinson, Chairman of the Citizens Advisory Review Committee stated the Citizens Advisory Review Committee met and approved the application from GIX Logistics, Inc. Economic Development President Dave Taylor reported that GIX Logistics, Inc. had submitted the required LB-840 application for a forgivable loan in the amount of \$300,000.00. Proposed was the creation of 12 additional full-time equivalent (FTE) employees with an average hourly wage of \$30.00. Staff recommended approval.

Mr. Taylor answered questions regarding companies that did not meet their bench marks. He sated they could extend their contract by one year. If the company failed, all the money would need to be paid back.

Motion by Haase, second by Nickerson to approve Resolution #2019-172. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of April 24, 2019 through May 14, 2019 for a total amount of \$5,375,476.43. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:30 p.m.

RaNae Edwards
City Clerk

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL BUDGET WORK SESSION
May 14, 2019

Pursuant to due call and notice thereof, a Budget Work Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on May 14, 2019. Notice of the meeting was given in *The Grand Island Independent* on May 8, 2019.

Mayor Roger G. Steele called the meeting to order at 8:30 p.m. The following City Council members were present: Mike Paulick, Michelle Fitzke, Jeremy Jones, Mark Stelk, Jason Conley, Vaughn Minton, Clay Schutz, Mitch Nickerson, and Chuck Haase. Councilmember Julie Hehnke was absent. The following City Officials were present: City Clerk RaNae Edwards, Finance Director Patrick Brown, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

SPECIAL ITEMS:

Review of the 2019-2020 Fee Schedule. Finance Director Patrick Brown reviewed the proposed Fee Schedule for FY2019-2020 Budget year. He stated over all they were looking at increases in most areas. Fees should cover costs of service and in most areas we were short. Mr. Brown explained the procedure. The Finance Department had proposed the fees and the Department Directors submitted their requests.

Parks and Recreation Director Todd McCoy commented on the difference in fees as suggested by the Finance Department. He was concerned about losing customers due to the increase in fees. The numbers had gone down at Island Oasis Water Park. Currently the park programs did not break even.

Councilmember Haase suggested the fee for Pole Attachment be raised from \$6.00 per year to \$10.00 per year and the Bill and Collect Sewer fee (monthly charge) increase from \$10,450.00 to \$15,000.00.

ADJOURNMENT: The meeting was adjourned at 8:49 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item G-2

#2019-173 - Approving Request from Edwin Bolanos dba La Gran Billa, 613 East 4th Street for a Class “C” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2019-173

WHEREAS, an application was filed by Edwin Bolanos doing business as La Gran Billa, 613 East 4th Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 18, 2019; such publication cost being \$17.51; and

WHEREAS, a public hearing was held on May 28, 2019 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item G-3

#2019-174 - Approving Request from Ann M. Graham dba Ann's Getta Way, 2303 E. Highway 30 for an Addition to their Class "C-122422" Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2019-174

WHEREAS, an application was filed by Ann M. Graham doing business as Ann's Getta Way, 2303 E. Highway 30 for an Addition to their Class "C-122422" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 18, 2019; such publication cost being \$18.49; and

WHEREAS, a public hearing was held on May 28, 2019 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item G-4

#2019-175 - Approving Substation Transformer Testing and Transport Services

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 28, 2019

Subject: Approving Substation Testing and Transport Services

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Grand Island Electric System utilizes a 115,000-volt transmission loop that connects eight substations around the City. Each substation contains one or two large transformers that convert this voltage down to the distribution level of 13,800 volts. These transformers contain oil which is sampled and tested annually.

One transformer at Substation F has shown an increase in gases which indicate internal arcing. To ensure reliable operation of the substation, this transformer is being replaced with a spare transformer that was purchased in 2015. The transformers weigh approximately 80 tons each and this project includes the crane and heavy haul services to exchange the transformers. Electrical testing of the spare transformer is also being conducted before and after the move to verify that no internal damages occur during the move.

Discussion

Bids were received by the City on May 15, 2019 for the contract labor and materials for the substation testing and transport services. The four bids received were:

Bidder	Bid Price
Southwest Electric Company Tulsa, Oklahoma	\$91,359.00
Solomon Transformers, LLC Solomon, Kansas	\$104,426.40
Electro-Test & Maintenance, Inc. Rapid City, South Dakota	\$118,100.00
SPX Transformer Solutions, Inc. Waukesha, Wisconsin	\$160,843.65

Southwest Electric Company's bid contains no exceptions, meets all requirements and is under the engineer's estimate of \$120,000.00. Southwest Electric Company has completed similar projects in the Midwest has the experience to complete the project.

Based on a review of the bids received, the Southwest Electric Company's bid of \$91,359.00 is recommended by the Utilities Department as the lowest, compliant bid.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid from Southwest Electric Company of Tulsa, Oklahoma, for Substation Transformer Testing and Transport Services in the amount of \$91,359.00.

Sample Motion

Move to approve the bid from Southwest Electric Company for Substation Transformer Testing and Transport Services in the amount of \$91,359.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 15, 2019 at 2:00 p.m.
FOR: Substation Transformer Testing and Transport Services (Re-Bid)
DEPARTMENT: Utilities
ESTIMATE: \$120,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: April 25, 2019
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Eletro-Test & Maintenance, Inc.</u> Rapid City, SD	<u>SPX Transformer Solutions, Inc.</u> Waukesha, WI
Bid Security:	Merchants Bonding Co	Liberty Mutual Ins. Co.
Exceptions:	None	Noted
Bid Price:	\$118,100.00	\$160,843.65

Bidder:	<u>Southwest Electric Co.</u> Tulsa, OK	<u>Solomon Transformers, LLC</u> Solomon, KS
Bid Security:	Merchants Bonding Co.	Travelers Casualty & Surety Co.
Exceptions:	None	Noted
Bid Price:	\$91,359.00	\$104,426.40

cc: Tim Luchsinger, Utilities Director
Patrick Brown, Finance Director
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Asst.
Jerry Janulewicz, Interim City Administrator
Travis Spiehs, Electrical Engineer

P2127

RESOLUTION 2019-175

WHEREAS, the City of Grand Island invited sealed bids for Substation Transformer Testing and Transport Services, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 15, 2019, bids were received, opened and reviewed; and

WHEREAS, Southwest Electric Company of Tulsa, Oklahoma, 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 \$91,359.00; and

WHEREAS, the bid of Southwest Electric Company is less than the estimate for Substation Transformer Testing and Transport Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Southwest Electric Company in the amount of \$91,359.00 for Substation Transformer Testing and Transport Services, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item G-5

#2019-176 - Approving Acquisition of Utility Easement - 550 Midaro Drive - Joseph and Jennifer Stump

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2019 -176

WHEREAS, a public utility easement is required by the City of Grand Island from Joseph P. and Jennifer N. Stump, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on May 28, 2019, for the purpose of discussing the proposed acquisition of a ten (10.0) foot wide utility easement located through a part of Lot Three (3), Firethorne Estates Subdivision, in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Northeast corner of Lot Three (3), Firethorne Estates Subdivision, in the City of Grand Island, Hall County, Nebraska; thence running southerly along the easterly line of said Lot Three (3), a distance of two hundred fifty-one (251.0) feet to the ACTUAL Point of Beginning; thence westerly and perpendicular to the easterly line of said Lot Three (3), a distance of ten (10.0) feet to the point of termination.

The above-described easement and right-of-way containing a total of 100 square feet more or less as shown on the plat dated 4/19/2019, 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 Joseph P. and Jennifer N. Stump on the above-described tract of land.

- - -

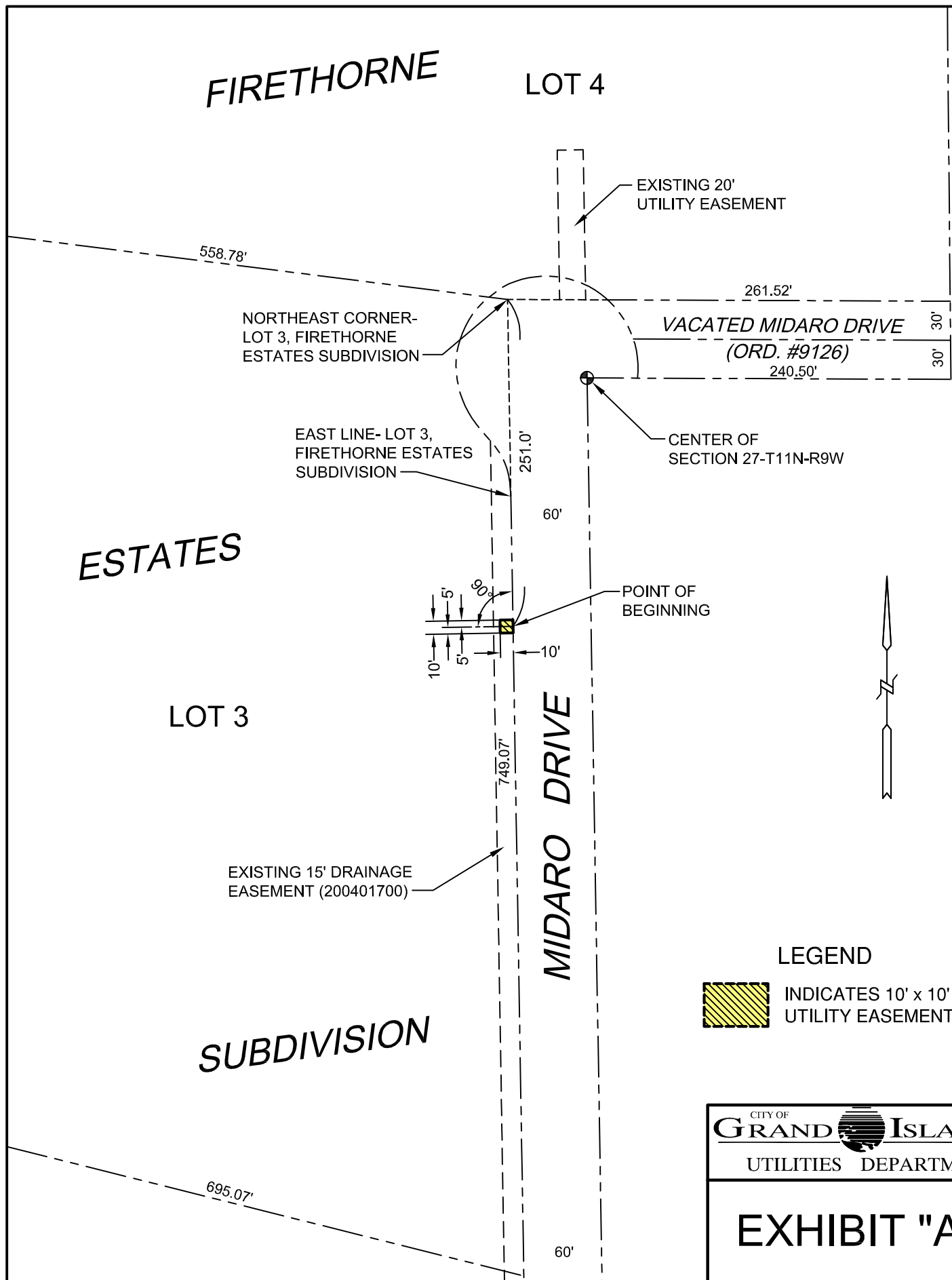
Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 20, 2019	☐ City Attorney





City of Grand Island

Tuesday, May 28, 2019

Council Session

Item G-6

#2019-177 - Approving Agreement with NDOT - Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2020 Fiscal Year Transportation Planning Program.

Staff Contact: John Collins

Council Agenda Memo

From: Allan Zafft, MPO Program Manager

Meeting: May 28, 2019

Subject: Approving Agreement with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2020 Fiscal Year Transportation Planning Program

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

Background

All agreements must be approved by the City Council. In March 2013 the City of Grand Island was designated as a urbanized area with a population over 50,000 which required the metropolitan area to establish a transportation planning process in accordance with Title 23 CFR 450 of the current federal transportation bill. On an annual basis, the Grand Island Area Metropolitan Planning Organization (GIAMPO) develops a Unified Planning Work Program (UPWP), which identifies work activities to be performed during the fiscal year. The UPWP is approved by the GIAMPO Policy Board and Technical Advisory Committee. The UPWP is then submitted to the Nebraska Department of Transportation for review, and forwarded for approval for federal reimbursement by the Federal Highway Administration and Federal Transit Administration.

Discussion

The Nebraska Department of Transportation-Intermodal Planning Division has drawn up Program Agreements with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2020. The agreement with the Department of Transportation is attached for reference.

The maximum Federal participation under this agreement is not to exceed \$263,572.01 for FY 2020 (July 1, 2019– June 30, 2020) eligible costs. The Federal share on any portion of this project will be a maximum of 80% of the eligible costs. The local 20% funds would be the City's obligation not to exceed \$65,893.00 and can be part of in-kind services (staff time & expenses). The cost of the program is expected to be \$329,465.01.

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 authorizes the Mayor to sign the GIAMPO Fiscal Year 2020 Transportation Planning Program agreement.

Sample Motion

Move to approve resolution authorizing the Mayor to sign the agreement.



Grand Island Area Metropolitan Planning Organization (GIAMPO)

FY 2020 Unified Planning Work Program

The preparation of this document has been financed in part through funds from the Federal Highway Administration, Federal Transit Administration, the U.S. Department of Transportation, under the Metropolitan Planning Program, Section 104(f) of Title 23 U.S. Code, and Nebraska Department of Transportation. The contents of this document do not necessary reflect the official views or policy of the U.S. Department of Transportation.

DRAFT – May 2019

**Grand Island Area Metropolitan Planning Organization (GIAMPO)
Unified Planning Work Program for Fiscal Year 2020**

Policy Board Members

Chair – Roger G. Steele

Vice-Chair – Gary Quandt

MPO Director/Secretary – John Collins

Grand Island Mayor: Roger G. Steele

Grand Island City Council Members: Jason Conley, Julie Hehnke, Clay Schutz

Hall County Board of Supervisors Members: Ron Peterson, Gary Quandt

Hall County Regional Planning Commission Chairperson: Pat O'Neill

Nebraska Department of Transportation Director: Kyle Schneeweis

Ex-Officio (non-voting) Members include:

FHWA Nebraska Division Administrator: Joseph Werning

FTA Region VII Administrator: Mokhtee Ahmad

Approved Ex-Officio (non-voting) Other Members:

City of Grand Island: Brent Clark, John Collins, Keith Kurz, Chad Nabity

Nebraska Department of Transportation: Craig Wacker, Wes Wahlgren

Federal Transit Administration: Mark Bechtel

Federal Highway Administration: Justin Luther

Technical Committee Members

Chair – Chad Nabity

Vice Chair – Steve Riehle

MPO Director/Secretary – John Collins

Grand Island Public Works Director: John Collins

Grand Island City Administrator: Brent Clark

Grand Island Manager of Engineering Services: Keith Kurz

Grand Island Transit Program Manager: Charley Falmlen

Hall County Regional Planning Director: Chad Nabity

Hall County Public Works Director: Steve Riehle

NDOT Intermodal Planning Division Manager or designee: Ryan Huff

NDOT District Four Engineer: Wes Wahlgren

Merrick County Public Works Director or Highway Superintendent: Mike Meyer

One representative from the Village of Alda: Ramona Schafer

The Board of the Central Nebraska Regional Airport may appoint one representative: Mike Olson

Ex-Officio (non-voting) Members:

FHWA Nebraska Division Transportation Planner or designee: Justin Luther

FTA Region VII Transportation Planner or designee: Mark Bechtel, Logan Daniels, Daniel Nguyen

NDOT Local Projects Division Urban Engineer: Jodi Gibson

Grand Island Finance Director: Patrick Brown

One representative from the Union Pacific Railroad and one representative from the Burlington Northern Santa Fe Railroad may be appointed to the committee by their respective companies; other rail system operators may be added by the policy board as needed: Sara Thompson Cassidy, Bentley Tomlin

One representative from the Grand Island Area Chamber of Commerce: Cindy Johnson

One representative from the Grand Island Area Economic Development Corporation: Mary Berlie

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General Acronyms

ADA	Americans with Disabilities Act
AICP	American Institute of Certified Planners
AMPO	Association of Metropolitan Planning Organizations
APA	American Planning Association
CFR	Code of Federal Regulations
DOT	Department of Transportation
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIAMPO	Grand Island Area Metropolitan Planning Organization
GIS	Geographical Information System
HPMS	Highway Performance Management System
LEP	Limited English Proficiency
L RTP	Long Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MPA	Metropolitan Planning Area
MPO	Metropolitan Planning Organization
NDOT	Nebraska Department of Transportation
ONE DOT	Federal Highway Administration and Federal Transit Administration
PEA	Planning Emphasis Areas
PPP	Public Participation Plan
TAC	Technical Advisory Committee
TDM	Travel Demand Model

TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program
3-C	Continuing, Cooperative, and Comprehensive

Introduction

What is the UPWP?

The purpose of the Unified Planning Work Program (UPWP) is to provide the citizens of the Grand Island Area Metropolitan Planning Organization (GIAMPO) and all partnering governing bodies with an outline of the Metropolitan Planning Organization's (MPO) planned work activities for fiscal year 2020 (July 1, 2019 to June 30, 2020). The UPWP is a budget document prepared annually, and it may be amended by the GIAMPO Policy Board as priorities and activities change.

The UPWP provides guidance and serves as a management mechanism for scheduling, budgeting, and evaluating the planning activities of GIAMPO. The UPWP defines the major administrative and technical work elements for a specific planning year and identifies the major sources of funding for these projects. The primary purpose of the UPWP is to ensure adherence to/compliance with provisions of 23 CFR 450. The UPWP guides GIAMPO in completing the work elements that lead to the development and implementation of the Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP).

The work elements defined in the UPWP are reviewed and approved by GIAMPO, ONE DOT (Federal Highway Administration and Federal Transit Administration), and the Nebraska Department of Transportation (NDOT) who in turn have designated the City of Grand Island as the contracting agent responsible for administering and performing these elements approved within the program.

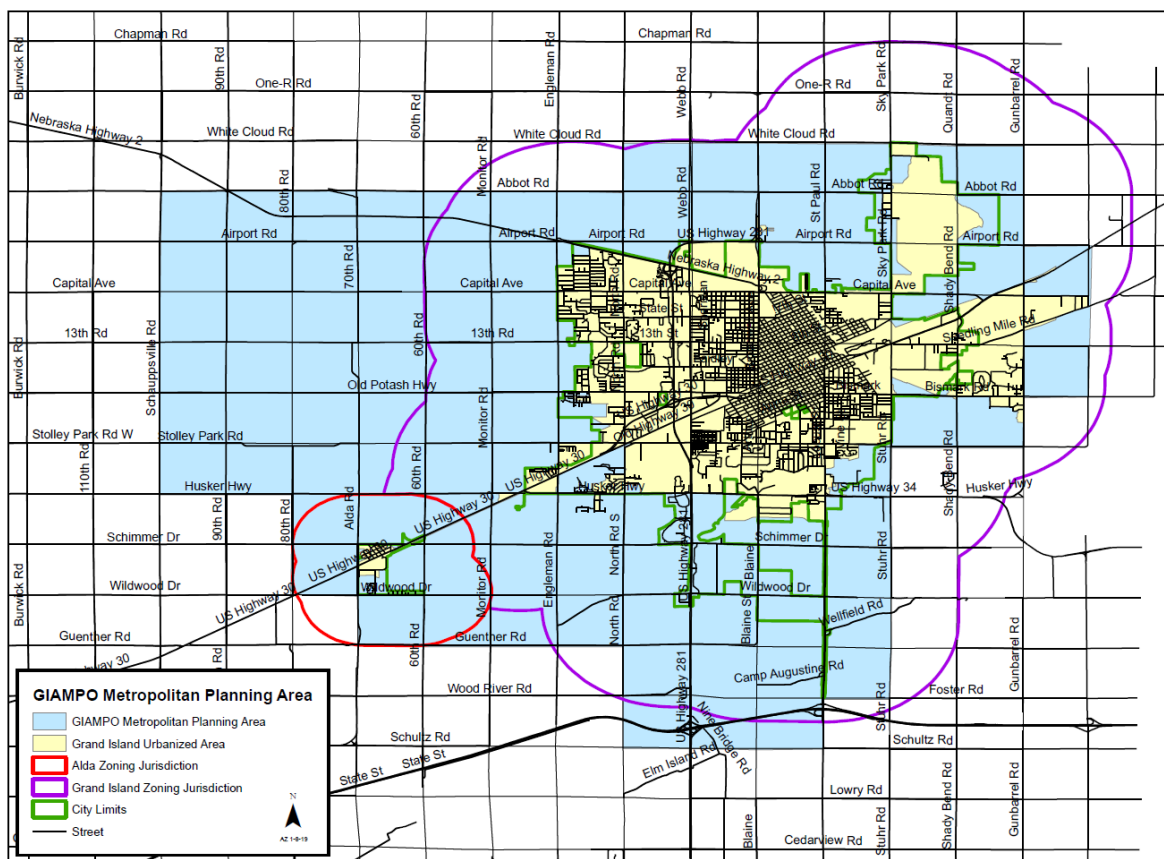
What is GIAMPO?

The Grand Island Area Metropolitan Planning Organization (GIAMPO) is the federally required Metropolitan Planning Organization (MPO) to carry out the Continuing, Cooperative, and Comprehensive (3-C) transportation planning process for the Grand Island metropolitan region. Responsibilities of GIAMPO include, but are not limited to:

- Providing the forum for local decision-making on transportation issues of a regional nature.
- Encouraging and seeking public involvement throughout the planning and development of the area's transportation plans and programs.
- Facilitating the development of all planning elements for the Metropolitan Planning Area
- Submitting transportation planning documents to the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and NDOT.

GIAMPO is responsible for transportation planning activities within a geographic area identified as the Metropolitan Planning Area (MPA). GIAMPO's MPA is comprised of the City of Grand Island, Village of Alda, portions of Hall County, and a portion of west Merrick County. The MPA is shown in **Figure 1**.

Figure 1 – GIAMPO Metropolitan Planning Area (MPA)



GIAMPO's structure is formed by two designated committees – Policy Board and Technical Advisory Committee (TAC). GIAMPO staff provides support to these committees.

Policy Board

The Policy Board is the governing body of GIAMPO. It is comprised of mostly elected officials that establish the overall policy direction for GIAMPO's planning activities. The Policy Board has the final responsibility of these activities, and it approves the MPO work products such as the UPWP, LRTP, and TIP.

Technical Advisory Committee

The Technical Advisory Committee (TAC) is a staff-level committee, which advises the Policy Board on technical matters related to MPO work products, transportation policies, and other technical studies and plans considered by GIAMPO. The TAC can establish subcommittees to provide technical and recommendations to them on transportation-related projects or issues. In 2016, a Non-Motorized subcommittee was created to act as the advisory body to the TAC on the development of the GIAMPO Bicycle and Pedestrian Master Plan.

Staff

The GIAMPO staff will be available to aid local officials and concerned citizens in implementing transportation and various community improvement programs in an overall effort to enhance the area. Staff members encourage and assist local leaders in several programs, with strong emphasis on the benefits of regional cooperation and coordination. Currently, the GIAMPO staff involved with transportation planning consists of a MPO Program Manager supported by the Director of Public Works/City Engineer and the Public Works staff in conjunction with the Director of the Hall County Regional Planning Department, and administrative staff.

MPO FY 2020 Staff Time Estimates

Staff (equivalent staff time) Estimated	Staff Months	Est. Hours
Professional Staff (MPO Program Manager) - Direct	11.08	1,920
Administrative Staff (Administrative Coordinator) - Direct	0.14	25

Federal Requirements for Transportation Planning

The *Fixing America's Surface Transportation Act* or "FAST Act", became law on December 4, 2015, and continues the Metropolitan Planning program. This program continues the federal requirement of the metropolitan transportation planning process to be continuous, cooperative, and comprehensive. The FAST Act includes ten (10) factors required for consideration in the planning process. The UPWP includes work activities to be accomplished over fiscal year 2020 which will address these factors. The ten (10) factors are the following:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility options available to people and for freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

Planning Emphasis Areas

The FHWA and FTA have jointly issued Planning Emphasis Areas (PEAs) for federal fiscal year 2016 that are planning areas the MPOs and State Departments of Transportation (DOTs) are to address as they develop their planning work programs. Listed here are the three strategic objectives for surface transportation that highlight current transportation planning regulations.

Transition to Performance Based Planning and Programming – This is the implementation of a performance management approach to transportation planning and programming.

Promote Cooperation and Coordination across Transit Agency, MPO, and State Jurisdictions – This is to be a coordinated approach with State DOTs, MPOs, and providers of public planning to improve the effectiveness of transportation decision-making that better supports common goals.

Access to Essential Services (Ladders of Opportunity) – The transportation planning process is used to develop and implement analytical methods that identify gaps in the connectivity of the transportation system and develop infrastructure and operational solutions that provide adequate access to essential services.

FY 2019 GIAMPO Accomplishments

The items listed below are the major activities completed during the previous fiscal year:

- Approved amendments and/or administrative modifications to the Long Range Transportation Plan and FY 2019 Unified Planning Work Program
- Adopted the FY 2020-2024 Transportation Improvement Program and FY 2020 Unified Planning Work Program for the GIAMPO Metropolitan Planning Area
- Adopted the MPO targets for CY 2018-2021 NHS pavement and bridge condition performance measures, CY 2018-2021 NHS travel time reliability and freight reliability performance measures, and CY 2019 safety performance measures
- Initiated the process to update the Travel Demand Model and Long Range Transportation Plan
- Adoption of the GIAMPO Bicycle and Pedestrian Master Plan
- Prepared a “DRAFT” Limited English Proficiency Plan
- Continued development and maintenance of planning data repository/GIS datasets

MPO FY 2020 Work Elements

The following pages detail the work elements that GIAMPO will undertake in FY 2020. These elements are divided into Unified Planning Work Program, Transportation Improvement Program, Public Participation Plan, Short Range Planning Activities, Long Range Transportation Plan, Transit Planning, and Administration/System Management.

Element A - Unified Planning Work Program (UPWP)

Purpose:

Develop and maintain the annual UPWP and budget

Previous Work:

- Monitored and maintained the FY 2019 UPWP
- Developed the FY 2020 UPWP
- Prepared quarterly progress reports and reimbursement requests to NDOT

Activities:

- Maintain the FY 2020 UPWP and budget, and amend the work program and budget through amendments or administrative modifications as needed
- Manage the GIAMPO funding streams and track the status of the UPWP budget and activities
- Prepare quarterly progress reports that document activities accomplished and associated with the UPWP work elements
- Prepare and submit quarterly reimbursement requests to NDOT
- Coordinate GIAMPO’s annual budget with the City of Grand Island’s annual budget
- Maintain the annual FHWA PL grant contract and any subsequent amendments
- Coordinate with planning partners regarding UPWP activities
- Prepare a “DRAFT” FY 2021 UPWP and budget
- Finalize and adopt the FY 2021 UPWP and budget

Work Products:

- Monitoring the FY 2020 UPWP and budget
- Quarterly progress reports and reimbursement requests

- Amendments and administration modifications to the FY 2020 UPWP as needed
- Annual “DRAFT” FY 2021 UPWP
- Annual “FINAL” FY 2021 UPWP

Budget - 200 MPO Program Manager Hours	Costs	Schedule
Quarterly Progress Reports and Reimbursement Requests	\$ 2,367.60	Quarterly
FY 2020 UPWP Amendments/Admin Modifications	\$ 1,775.70	Ongoing
“DRAFT” FY 2021 UPWP	\$ 5,327.10	3 rd /4 th Quarters
“FINAL” FY 2021 UPWP	\$ 1,183.80	4 th Quarter
Other Activities (i.e. manage funding streams and budget)	\$ 1,183.80	Ongoing
Other Direct	\$ 0.00	
Total Budget	\$ 11,838.00	

Element B - Transportation Improvement Program (TIP)

Purpose:

Develop, maintain, and monitor a five-year program of transportation projects and the financial plan that demonstrates the program can reasonably be implemented. GIAMPO will monitor the program, and will also continue the effort to gain public input on significant projects, and will provide mechanisms to inform the public of the funding availability for federal, state, and local projects.

Previous Work:

- Monitored and maintained the FY 2019-2023 TIP
- Developed the FY 2020-2024 TIP
- Prepared the Annual Listing of Federally Obligated Projects for FY 2018

Activities:

- Develop the Annual Listing of Federally Obligated Projects for FY 2019
- Work with the City of Grand Island staff in developing the City’s one and six street improvement plan for 2020
- Monitor the status of projects in the FY 2020-2024 TIP
- Maintain, revise, and amend the FY 2020-2024 TIP through amendments and administrative modifications as needed
- Staff involvement on project related activities ensuring issues are properly identified and adequately addressed for timely implementation
- Coordinate with planning partners regarding TIP activities
- Prepare the “DRAFT” FY 2021-2025 TIP, which includes the self-certification of the MPO Planning Process
- Finalize and adopt the FY 2021-2025 TIP

Work Products:

- Annual Listing of Federally Obligated Projects for FY 2019
- Amendments and administrative modifications to the FY 2020-2024 TIP as needed
- “DRAFT” FY 2021-2025 TIP
- “FINAL” FY 2021-2025 TIP

Budget - 175 MPO Program Manager Hours	Costs	Schedule
Annual Listing of Federally Obligated Projects for FY 2019	\$ 517.91	2 nd Quarter
FY 2020-2024 TIP Amendments/Admin Modifications	\$ 1,035.82	Ongoing

Grand Island's 1 and 6 Year Street Improvement Plan	\$ 1,035.82	2 nd Quarter
"DRAFT" FY 2021-2025 TIP	\$ 5,179.13	3 rd /4 th Quarters
"FINAL" FY 2021-2025 TIP	\$ 1,553.74	4 th Quarter
Other Activities (i.e. monitor the FY 2020-2024 TIP)	\$ 1,035.83	Ongoing
Other Direct	\$ 0.00	
Total Budget	\$ 10,358.25	

Element C - Public Participation Plan (PPP)

Purpose:

Conduct public involvement activities in accordance with the Public Participation Plan (PPP) to effectively and continuously engage public input for the transportation planning process.

Previous Work:

- Continued making updates and enhancements to the GIAMPO website
- Published notices for meetings and/or public comment periods of MPO work products
- Conducted public comment periods for MPO work products
- Attended public information meeting for the Old Potash Highway improvement project
- Prepared a "DRAFT" Limited English Proficiency (LEP) Plan, which comprised a Limited English Proficiency analysis and Environmental Justice analysis

Activities:

- Continuing education about the MPO and the purpose of the MPO. This will be done with media interviews, GIVT, and public speaking engagements with civic groups, as requested.
- Develop publications (i.e. pamphlets, handouts, brochures) about the MPO planning process and products as needed
- The GIAMPO website will be maintained and updated for meeting notices, agendas, and/or minutes, and other information regarding transportation planning activities that affect the region.
- Maintenance and updating of social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities
- Attend public information meetings for transportation improvement projects and/or studies (as needed)
- Conduct public comment periods for MPO work products (i.e. UPWP and TIP)
- Publish notices for meetings and/or public comment periods of MPO work products (i.e. UPWP and TIP)
- Maintain the GIAMPO stakeholder contact list
- Amend and revise the current Public Participation Plan as needed
- Maintain the Title VI Implementation Plan
- Finalize and adopt the Limited English Proficiency Plan
- Prepare a "DRAFT" Public Participation Plan Update

Work Products

- Continue to update GIAMPO website
- Continue to update social media sites
- Amendments/administrative modifications to the current Public Participation Plan as needed
- "FINAL" Limited English Proficiency Plan
- "DRAFT" Public Participation Plan Update

<u>Budget - 150 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
Title VI Mitigation/Assessment, including LEP Plan	\$ 1,775.70	Ongoing
Current PPP Review	\$ 887.85	Ongoing

"DRAFT" PPP Update	\$ 2,663.55	3 rd /4 th Quarters
Website Development/Maintenance	\$ 1,775.70	Ongoing
MPO Education	\$ 887.85	Ongoing
Other Activities (i.e. public notices)	\$ 887.85	Ongoing
Other Direct (i.e. advertising)	\$ 1,500.00	
Total Budget	\$ 10,378.50	

Element D - Short Range Planning

Purpose:

Carry out ongoing short range planning activities like mapping, data collection and maintenance, highway functional classification, and performance measures.

Previous Work:

- Adopted the MPO targets for CY 2018-2021 NHS pavement and bridge condition performance measures, CY 2018-2021 NHS travel time reliability and freight reliability performance measures, and CY 2019 safety performance measures
- Data interpretation
- Compiled data for GIAMPO planning area
- Developed a dataset for the City Geographic System (GIS) relating to crash data for 2017
- Prepared maps for FY 2020-2024 TIP
- Started collecting bicycle and pedestrians counts on multi-use trails

Activities:

- Coordinate with NDOT and other agencies in obtaining data for the GIAMPO planning area
- Continue to develop or maintain a planning data repository for the GIAMPO planning area (i.e. demographics, socioeconomic, traffic counts, crashes)
- Work with City of Grand Island's GIS Coordinator to develop and/or update datasets for the City Geographical Information System (GIS) including roads, sidewalks, bicycle routes, trails, traffic counts, crashes, etc.
- Assist NDOT in Highway Performance Management System (HPMS) data collection (i.e. traffic data collection)
- Provide technical assistance to local and state jurisdictions for their transportation projects as needed
- Perform the following activities relating to performance measures:
 - Develop or update performance measures and targets in coordination with FHWA, FTA, and NDOT relating to safety, pavement and bridge condition, system performance, and freight
 - Conduct data collection and analysis related to transportation performance measures
- Work with City of Grand Island's GIS Coordinator to prepare maps for analysis, presentation, and MPO work products
- Collect bicycle and pedestrian counts on multi-use trails and/or sidepaths
- Assist the City of Grand Island staff with preparing grant applications via the Recreational Trails Program and Set Aside from ST Block Grant Program
- Review and update the Highway Function Classification System in coordination with NDOT as needed

Work Products

- Performance measures and targets
- Planning data repository/GIS datasets
- Purchase of vehicle traffic counting equipment and supplies
- Purchase of bicycle and pedestrian traffic counting equipment and supplies

Budget - 235 MPO Program Manager Hours	Costs	Schedule
Performance Measures	\$ 2,781.93	Ongoing
Data Collection	\$ 2,781.93	Ongoing
Planning Database Repository/GIS Datasets and Mapping	\$ 4,868.38	Ongoing
Other Activities (i.e. grant preparation)	\$ 3,477.41	Ongoing
Other Direct (vehicle and bike/ped traffic counting equipment and supplies)	\$ 500.00	
Total Budget	\$ 14,409.65	

Element E - Long Range Transportation Plan (LRTP)

Purpose:

Implement and maintain the LRTP with regards to the intent and requirements of the FAST Act and guidance by the FHWA, FTA, and NDOT. This work element will support transportation activities recommended by the LRTP that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods.

Previous Work:

- Reviewed TIP projects to ensure that TIP was consistent with the current LRTP
- Amended and revised the current LRTP
- Initiated the process of updating the Travel Demand Model for the LRTP Update
- Started the process of updating the LRTP
- Adopted the GIAMPO Bicycle and Pedestrian Master Plan

Activities:

- Amend and/or revise the current LRTP as necessary
- Revisions to the GIAMPO Bicycle and Pedestrian Master Plan as needed
- Maintain and refine the current regional travel demand model as needed
- Analyze socioeconomic changes and land use proposals since the adoption of current LRTP
- Continue updating the Travel Demand Model for the LRTP Update, which include activities such as updating and enhancing the baseline model and developing model runs for the base year network and future years networks
- Continue the update of the LRTP, which includes activities such as data collection, reviewing and updating the goals, objectives, and performance measures, evaluating the existing transportation system's condition/performance, assessing future conditions and identifying emerging issues, identifying investment priorities, policies, and strategies, developing a financial plan, and conducting public involvement and stakeholder outreach in the LRTP update process
- Coordinate FAST Act performance measures with FHWA, FTA, and NDOT and continue working on the performance monitoring and reporting required by the FAST Act for inclusion with the current LRTP and the LRTP Update
- Assist NDOT with statewide Long Range Transportation Plan and Freight Plan as needed

Work Products:

- Current LRTP amendments and/or revisions
- Current Travel Demand Model maintenance

Budget - 595 MPO Program Manager Hours	Costs	Schedule
Amendment and/or Revisions to the Current LRTP	\$ 7,043.61	Ongoing
Travel Demand Model & LRTP Update – GIAMPO Staff	\$ 26,413.54	Ongoing

Other Activities (i.e. NDOT LRTP)	\$ 1,760.90	Ongoing
Travel Demand Model and LRTP Update – Professional Services	\$260,000.00*	Ongoing
Other Direct	\$ 0.00	
Total Budget	\$295,218.05	

*Includes \$167,004.40 of FHWA PL Funds (This amount includes a carryover of \$128,000.00 in PL Funds from the FY 2019 UPWP for the TDM and LRTP Update.) and \$40,995.60 of FTA Section 5305 Funds (This amount includes a carryover of \$20,426.20 in Section 5305 Funds from the FY 2019 UPWP for the TDM and LRTP Update.)

Element F - Transit Planning

Purpose:

This work element will conduct and coordinate the planning activities of the City Transit Program to meet applicable federal, state, and municipal requirements.

Previous Work:

- Prepared transit elements for the FY 2020 UPWP and FY 2020-2024 TIP
- Reviewed the draft version of the Title VI Plan and ADA Policy Guide for the City of Grand Island Transit Program
- Coordinated a transit-related administrative modification to the FY 2018-2022 TIP
- Began evaluating the historical ridership data for the Grand Island urbanized area
- Reviewed the Request for Proposals for a Public Transit Provider for the City of Grand Island and participated on the proposals review committee

Activities:

- Prepare transit elements for the FY 2021 UPWP and FY 2021-2025 TIP
- Coordinate transit-related amendments/revisions to the FY 2020 UPWP, FY 2020-2024 TIP, and current LRTP as needed
- Perform the following activities relating to performance measures:
 - Establish or update performance measures and targets in coordination with FTA, NDOT, and the City of Grand Island relating to transit asset management
 - Conduct data collection and analysis related to transit performance measures
- Evaluate and track transit services and activities (i.e. identify gaps, monitor ridership)
- Support the development of the LRTP Update
- Maintain the annual FTA Section 5305 grant contract and any subsequent amendments
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Transit Institute
 - FTA
 - NDOT
- Prepare for and/or attend relevant transit-related meetings
- Provide support to FTA grants for transit services in the Grand Island urbanized area
- Prepare quarterly progress reports and reimbursement requests (transit-related) to NDOT
- Assist the City of Grand Island Transit Program with the implementation of the fiscally constrained plan from the Regional Transit Needs Assessment and Feasibility Study

Work Products:

- Performance measures and targets
- Transit elements of the FY 2021 UPWP and FY 2021-2025 TIP

<u>Budget - 175 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
Performance Measures	\$ 517.91	4 th Quarter
Transit Elements of UPWP and TIP	\$ 2,589.56	3 rd /4 th Quarters
Data Collection and Analysis	\$ 3,625.39	Ongoing
Other Activities (i.e. transit-relating meetings)	\$ 3,625.39	Ongoing
Other Direct (Travel, Training, Misc.)	<u>\$ 1,000.00</u>	Ongoing
Total Budget	\$ 11,358.25	

Element G - Administration/System Management

Purpose:

Carry out the administrative duties of the MPO. Activities include organizing meetings, producing agenda, minutes, committee support, coordination of agencies, and the general administration of the MPO. In addition, attend various meetings, conferences, workshops and training.

Previous Work:

- Held Policy Board and TAC meetings, including preparing agendas, minutes, and supporting documents
- Held Non-Motorized Subcommittee meetings, including preparing agendas and supporting documents
- Set meeting schedules for the Policy Board and TAC for calendar year 2019
- Held monthly GIAMPO staff meetings, including preparing agendas and supporting documents
- Attended the peer exchange with the Utah Department of Transportation related to planning processes
- Attended Grand Island Walkability Leadership meeting
- Attended the Grand Island Resiliency Committee meetings
- Attended the Grand Island Livable Community Core Team meetings
- Attended the Nebraska American Planning Association Conference

Activities:

- Support the Policy Board and TAC, which includes the following detailed activities and all other related activities:
 - Develop, compile, and distribute meeting packets, including agendas, staff reports, and any additional information
 - Prepare presentations for meetings as needed
 - Record and transcribe meeting minutes
 - Provide training for new Policy Board and TAC members as needed
 - Maintain Policy Board and TAC bylaws
 - Maintain membership and contact lists
- Support the Non-Motorized Subcommittee (TAC subcommittee), which includes the following detailed activities and all other related activities:
 - Develop and distribute meeting agendas and other information
 - Prepare presentations for meetings as needed
 - Maintain membership and contacts
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Highway Institute
 - FHWA
 - NDOT
 - Nebraska Chapter of American Planning Association annual conference and other workshops
 - Nebraska Chapter of American Planning Association Fall Symposium
 - Association of Metropolitan Planning Organizations

- Prepare for and/or attend relevant transportation-related meetings that include; but not limited to:
 - GIAMPO staff meetings
 - MPO Coordination meetings
 - NDOT-related meetings
 - Attend the Grand Island Resiliency Committee meetings
 - Attend the Grand Island Livable Community Core Team meetings
- Complete timesheets to include with quarterly reimbursement requests
- Prepare for and/or attend employee-related activities such as performance evaluation, work benefits, etc.
- Perform other administrative duties such as maintaining GIAMPO-related records, providing GIAMPO-related documents to the City of Grand Island Finance Department for the annual city audit, updating agreements as needed, etc.
- Purchase TransCAD technical support and software maintenance for a period of one year

Work Products:

- Meeting agendas, minutes, support documents, and/or presentations for Policy Board, TAC, and Non-Motorized Subcommittee
- General Administration of the established 3-C Transportation Planning Process for GIAMPO. This includes attending educational opportunities, transportation-related meetings, and employee-related activities.

Budget - 415 MPO Program Manager/Admin Staff Hours	Costs	Schedule
Direct		
Provide support for Policy Board, TAC, and Non-Motorized Subcommittee	\$ 7,226.88	Ongoing
Meeting Minutes and Other Documentation	\$ 3,613.44	Ongoing
General Administration of GIAMPO	<u>\$ 13,249.28</u>	Ongoing
	\$ 24,089.60	
Other Direct		
Office Expenses – Supplies, Phone, Postage, Misc.	\$ 2,097.46	
Computer Services/Hardware	\$ 5,300.00	
Software Maintenance/Support TransCAD	\$ 1,200.00	
Individual or Organizational Membership Fees with APA, AICP, and AMPO	\$ 820.00	
Travel, Training, Conferences, & Mileage Reimbursement	<u>\$ 5,000.00</u>	
	\$ 14,417.46	
Total Budget	\$ 38,507.06	

Total UPWP Budget

It is anticipated that the cost of implementing this UPWP for GIAMPO will be **\$392,067.76**, during FY 2020. Based on the formula funding for MPOs in Nebraska, in FY 2020 GIAMPO is eligible for up to \$263,572.01 Federal Highway Planning funds and \$50,082.20 Federal Transit Section 5305 funds for staffing and other expenses. The City of Grand Island, by agreement, provides at least a 20% match. Total revenue for the MPO planning program equals **\$392,067.76**.

Grand Island Area Metropolitan Planning Organization

DISTRIBUTION OF COSTS BY WORK ELEMENT

FY 2020 UPWP

FY 2020 FHWA PL AND FTA 5305 - PROGRAM COSTS

July 1, 2019 - June 30, 2020

Project Number - PLG-1 (57), Control Number - 01001G, Agreement No. - UL1901

Project Number - FES-1 (37), Control Number - 010010, Agreement No. - 021901						
Category	Cost Category	Est. Work Hours	Total	NE Federal	Grand Island	Total
				80%	20%	100%
UPWP						
	Direct Labor - MPO Program Manager	200	7,858.00	6,286.40	1,571.60	7,858.00
	Fringe/Indirect - MPO Program Manager		3,980.00	3,184.00	796.00	3,980.00
	Other Direct		0.00	0.00	0.00	0.00
	Total Unified Planning Work Program		\$11,838.00	\$9,470.40	\$2,367.60	\$11,838.00
TIP						
	Direct Labor - MPO Program Manager	175	6,875.75	5,500.60	1,375.15	6,875.75
	Fringe/Indirect - MPO Program Manager		3,482.50	2,786.00	696.50	3,482.50
	Other Direct		0.00	0.00	0.00	0.00
	Total Transportation Improvement Program		\$10,358.25	\$8,286.60	\$2,071.65	\$10,358.25
PPP						
	Direct Labor - MPO Program Manager	150	5,893.50	4,714.80	1,178.70	5,893.50
	Fringe/Indirect - MPO Program Manager		2,985.00	2,388.00	597.00	2,985.00
	Other Direct		1,500.00	1,200.00	300.00	1,500.00
	Total Public Participation Plan		\$10,378.50	\$8,302.80	\$2,075.70	\$10,378.50
Short Range Planning						
	Direct Labor - MPO Program Manager	235	9,233.15	7,386.52	1,846.63	9,233.15
	Fringe/Indirect - MPO Program Manager		4,676.50	3,741.20	935.30	4,676.50
	Other Direct		500.00	400.00	100.00	500.00
	Total Short Range Studies		\$14,409.65	\$11,527.72	\$2,881.93	\$14,409.65
LRTP						
	Direct Labor - MPO Program Manager	595	23,377.55	18,702.04	4,675.51	23,377.55
	Fringe/Indirect - MPO Program Manager		11,840.50	9,472.40	2,368.10	11,840.50
	Professional Services - Travel Demand Model (TDM) and LRTP Update		260,000.00	208,000.00	52,000.00	260,000.00
	Other Direct		0.00	0.00	0.00	0.00
	Total Long Range Transportation Plan		\$295,218.05	\$236,174.44	\$59,043.61	\$295,218.05
Transit Planning						
	Direct Labor - MPO Program Manager	175	6,875.75	5,500.60	1,375.15	6,875.75
	Fringe/Indirect - MPO Program Manager		3,482.50	2,786.00	696.50	3,482.50
	Other Direct		1,000.00	800.00	200.00	1,000.00
	Total Transit Planning		\$11,358.25	\$9,086.60	\$2,271.65	\$11,358.25
Administration/System Management						
	Direct Labor - MPO Program Manager	390	15,323.10	12,258.48	3,064.62	15,323.10
	Fringe/Indirect - MPO Program Manager		7,761.00	6,208.80	1,552.20	7,761.00
	Direct Labor - Administrative Assistance	25	795.25	636.20	159.05	795.25
	Fringe/Indirect - Administrative Assistance		210.25	168.20	42.05	210.25
Other Direct	Office Expenses		2,097.46	1,677.97	419.49	2,097.46
	Computer Services		5,300.00	4,240.00	1,060.00	5,300.00
	Software Maintenance/Support TransCAD		1,200.00	960.00	240.00	1,200.00
	Individual and Organizational Membership Fees		820.00	656.00	164.00	820.00
	Travel, Training, Conferences, & Mileage Reimbursement		5,000.00	4,000.00	1,000.00	5,000.00
	Total Administration/System Management		\$38,507.06	\$30,805.65	\$7,701.41	\$38,507.06

FHWA 2020	Direct Labor FHWA	1770	69,356.30	55,485.04	13,871.26	69,356.30
	Fringe/Indirect FHWA		34,935.75	27,948.60	6,987.15	34,935.75
	Other Direct (includes Professional Services for TDM & LRTP Update)		225,172.96	180,138.37	45,034.59	225,172.96
FHWA FY 2020	Grand Total FHWA PL UPWP		\$329,465.01	\$263,572.01	\$65,893.00	\$329,465.01
FTA 2020	Direct Labor FTA	175	6,875.75	5,500.60	1,375.15	6,875.75
	Fringe/Indirect FTA		3,482.50	2,786.00	696.50	3,482.50
	Other Direct (includes Professional Services for TDM & LRTP Update)		52,244.50	41,795.60	10,448.90	52,244.50
FTA FY 2020	Grand Total FTA Section 5305		\$62,602.75	\$50,082.20	\$12,520.55	\$62,602.75

NOTES:

Total Highway Planning Federal Highway Administration - FHWA

\$329,465.01	\$263,572.01	\$65,893.00	\$329,465.01
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Total Transit Federal Transit Administration - FTA

\$62,602.75	\$50,082.20	\$12,520.55	\$62,602.75
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Total FY 2020 UPWP

\$392,067.76	\$313,654.21	\$78,413.55	\$392,067.76
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FHWA Available Revenue *

\$329,465.01	\$263,572.01	\$65,893.00	\$329,465.01
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FTA Available Revenue**

\$62,602.75	\$50,082.20	\$12,520.55	\$62,602.75
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Remaining FHWA Funds

\$0.00	\$0.00	\$0.00	\$0.00
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Remaining FTA Funds

\$0.00	\$0.00	\$0.00	\$0.00
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Total Program Funds Remaining

\$0.00	\$0.00	\$0.00	\$0.00
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* FHWA PL Funds:

- FY 2020 Allocation - \$135,572.01 (Even distribution - \$40,000 and Population based distribution - \$95,572.01)
- Carryover from FY 2019 UPWP for TDM and LRTP Update - \$128,000.00

** FTA Section 5305 Funds:

- FY 2020 Allocation - \$29,656.00
- Carryover from FY 2019 UPWP for TDM and LRTP Update - \$20,426.20

Anticipate to use \$15,000 - \$20,000 of the FY 2021 allocation in FTA Section 5305 Funds for the TDM and LRTP Update

RESOLUTION 2019-177

WHEREAS, the Nebraska Department of Transportation has prepared a Planning Agreement for Fiscal Year 2020 for the City of Grand Island for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2019, as outlined in the Unified Planning Work Program attached to such agreements; and

WHEREAS, the maximum Federal participation under such agreement is \$263,572.01 (80%) of Metropolitan Planning funds in accordance with 23 USC 104(d) for Fiscal Year 2020; and

WHEREAS, the local 20% funds would be the City's obligation not to exceed \$65.893.00 and can be part of inkind services (staff time & expenses); and

WHEREAS, an agreement with the Nebraska Department of Transportation for Fiscal Year 2020 is required to proceed,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the agreement with the Nebraska Department of Transportation for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2019, as outlined in the Unified Planning Work Program attached to such agreement is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Planning Agreement for Fiscal Year 2020.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item G-7

**#2019-178 - Approving Section 5339 Capital Grant Application
and Agreement for the Transit Division of the Public Works
Department**

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

Council Agenda Memo

From: Charley Falmlen, Transit Program Manager

Meeting: May 28, 2019

Subject: Approving Section 5339 Capital Grant Application and Agreement for the Transit Division of the Public Works Department

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

Background

Commencing July 1, 2016 public transportation services were led by the City of Grand Island utilizing urban transportation funds from the Federal Transit Administration, and with Hall County participating by utilizing State of Nebraska Rural Transportation funds.

Discussion

The City and State of Nebraska desire to secure and utilize grant funds for the transportation needs of senior and individuals with disabilities participating in the use of the public transit services throughout the City and Hall County.

The request at this time is to purchase two (2) Small Bus- Ford chassis to be used within the public transit service provided through the City and Hall County. Section 5339 Capital Grant Application and agreement will provide for 80% or \$96,000.00 of such purchases to be paid by Federal funds and 20% or \$24,000.00 to be paid by the City. The application and agreement are attached for review.

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 Section 5339 Capital Grant Application and agreement for the Transit Division of the Public Works Department.

Sample Motion

Move to approve the Application.

Section 5339 Capital Grant Application

FY-2019

☐ Private Non-Profit Organization

☒ Governmental Entity

General Information

Legal Name of Applicant Organization: City of Grand Island		
Data Universal Numbering System: (DUNS): 040919607		
Address (include City, State, and Zip Code): 100 East 1 st Street, Grand Island, Nebraska 68801		
Name of Project Director or Supervisor: John Collins	Phone No.: 308-389-0260	Email Address: johnc@grand-island.com
Name of Person Preparing this Application: Charley Falmlen	Phone No.: 308-646-6571	Email Address: charleyf@grand-island.com
Services Generally Provided by Applicant: Public Transportation		

Demographics

Ethnicity of Clientele	Service Area Population	Percent of Total Service Area Population
Black or African American	1023	2%
Hispanic or Latino	13653	23%
Native Hawaiian or other Pacific Islander	112	1%
Asian	607	1%
Native American or Alaska Native	529	1%
Non-Minority	34760	59%
Total	50684	87%

Age Groups Served	Service Area Population	Percent
Under 5 years of age	4609	7%
5 to 19 years of age	13542	23%
20 to 44 years of age	19519	32%
45 to 59 years of age	11678	19%
60 to 74 years of age	7897	13%
Over 75 years of age	3988	6%
Total	61233	100%

Transportation Project

Identify the Geographical Areas to be Served: (Towns, Counties) Hall County, Nebraska		
Intended Use: (Check one) <input checked="" type="checkbox"/> Replace Existing Service <input type="checkbox"/> Expand Existing Service <input type="checkbox"/> Start New Service <input type="checkbox"/> Enhance Existing Service		
Specific by Clientele Category: (the number of individuals that will be transported with the requested vehicle(s))		
Elderly:		
Mental Disability:		
Physical Disability (requiring wheelchair lift or ramp):		
Other: (specify i.e. visually impaired, etc.)		
Total Number of Clientele:		1,170

Revised April 2019

Capital Assistance

Vehicle(s) Requested

Prioritize Vehicle(s) Requested (1, 2, 3)	No. of Units	Vehicle	Vehicle Cost	Total Cost
1	2	Small Bus	\$60,000	\$ 120,000.00
		Seven-Passenger Van *	\$23,000	\$
		Twelve-Passenger Van *	\$30,000	\$
		Lowered Floor Minivan	\$38,000	\$
* Requires Certification of Equivalent Service				
Total Costs:				\$ 120,000
Total Federal Funds requested (80% of total costs)				\$ 96,000.00
Local Share (20% difference between Federal funds requested and total costs)				\$ 24,000.00

Number of passenger boardings last year for vehicle(s) being replaced:

5461

Projected number of passenger boardings for vehicle(s) requested (*per year*):

6000

Projected number of days per month the new vehicle(s) will be used:

22

Maintenance of Vehicles

To assure that vehicles acquired with Federal Transit Assistance funds are maintained in optimal operating condition, it is required that they be maintained in accordance with the **vehicle manufacturer's recommended maintenance schedule**. Applicants must verify by certifying below.

Maintenance Certification

City of Grand Island certifies that vehicles purchased under Section 5339 will be maintained in accordance with detailed maintenance and inspection schedule provided by the manufacturer.

Roger G. Steele

(Printed Name of Person Signing)

Mayor

(Title)

(Signature of Authorized Representative)

(Date)

Vehicle Being Replaced

This vehicle will be taken out of regular service (*can be used as backup*).

Year of Vehicle Being Replaced: 2008

(Vehicle must have been in service for at least four years or has a minimum of 100,000 miles)

Make: Chevrolet

Model: Express Cutaway

Vehicle Identification No.: 1GBJG31K181184974

Mileage: 171,280

Vehicle Condition: Acceptable

Identify which vehicle requested will replace the vehicle listed above.

☒ Small bus ☐ Seven-passenger van ☐ Twelve-passenger van ☐ Lowered floor minivan

Technology Requested (*For example – mobile data terminals for dispatching and communication*)

	Unit Cost	No. of Units	Cost
Type of technology requested:			\$
Type of technology requested:			\$
Type of technology requested:			\$
Total Cost:			\$
Total Federal Funds Requested (80% of total cost)			\$
Local Share (20% difference between Federal funds requested and total costs)			\$

If you have requested more than one funding type (*vehicle purchase or technology*, please rank in order of importance to your organization (*1-3 with 1 being the most important*).

☐ Vehicle Purchase ☐ Technology

Local Match:

Specify the source of local match:

The City of Grand Island's General Fund has budgeted the match for this vehicle purchase, and that funding has been transferred into the City's Transit Fund, where it is awaiting use.

Project Justification

A. Describe benefits to be derived from the project to the elderly or disabled user:

While the City of Grand Island, and its Transit Provider do not currently track actual usage of Public Transit by the elderly or disabled, a good portion of the daily ridership is comprised of elderly and disabled passengers.

Many of the public transit passengers in Hall County are dependent on the service for transportation to work, medical appointments, and shopping. The benefit to be derived from the project to the elderly and disabled user is the ability to complete these necessary tasks.

B. Identify shortcomings of existing services and how your project will overcome them:

The space on Page 3 above, only allows for the description of one vehicle. However, the two vehicles being purchased will replace two vehicles, a 2008 Chevrolet Express Cutaway (described above.) and a 2009 Chevrolet Express Cutaway, VIN Number of 1GBJ31K59110920, mileage of 177,143, and acceptable condition. Both vehicles will be retained and used as a Contingency Fleet.

In accordance with the State of Nebraska's Transit Asset Management Plan, both of these vehicles are past their use guidelines. Repair costs are increasing as the 2009 Chevrolet has been having issues with the roof covering, and various points of interior leaking.

Grand Island and Hall County's population continues to grow at a steady rate, and the need for public transportation has increased right alongside the population growth. The addition of these two new small buses, will allow for increased ridership, reduced downtime, and the creation of a Contingency Fleet, to be used in the event of maintenance/scheduling conflicts.

C. Describe transportation now being provided by applicant:

The City of Grand Island partners with Hall County to provide demand-response public transportation services to the entire County. The City of Grand Island provides service to the Urbanized Area of Grand Island, while Hall County provides service for the remainder of the County. Shared use of vehicles for the provision of this service is addressed in an Interlocal Agreement, which is renewed annually.

The current service is ADA Compliant and Portal-to-Portal. A 24-hour reservation is required. A fare of \$2 is charged per one-way trip.

- D. Describe any plans to combine previously described transportation services and how this project will coordinate with existing transportation services. *(Attach purchase of service and interagency agreements, or documentation of unsuccessful coordination efforts.)*

The Grand Island Area Metropolitan Planning Organization (GIAMPO) and the City of Grand Island completed a Transit Needs Analysis in 2017. The Analysis suggested developing a new governance model to accommodate the City of Grand Island's and Hall County's mutual investment in public transit. A new governance model is yet to be developed, however, it is likely to be developed in the near future. All public transit assets of both the City and the County are addressed in an Interlocal Agreement (most recent Interlocal Agreement is attached to this application.) Any development of new governance models will address capital equipment in a manner very similar to that of the current Interlocal Agreement.

Local Governmental Authority Certification

(For governmental entities only)

As the authorized representative of _____ City of Grand Island _____,
I certify that there are no nonprofit organizations readily available in the area to provide the service as described in the 5339 application.

Roger G. Steele
(Printed Name of Person Signing)

Mayor
(Title)

(Signature)

(Date)

COMPLETE THE APPLICATION BY SIGNING BELOW.

CERTIFICATION: I hereby certify the information in this application is accurate and, as the authorized official for this project, hereby agree to comply with all provisions of the grant program and all other applicable state and federal laws.

Applicant's Authorized Representative

Mayor
Title

Date

FTA FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2019 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE (Required of all Applicants for federal assistance to be awarded by FTA in FY 2019)

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Grand Island

Name and Relationship of the Authorized Representative: Roger G. Steele, Mayor

BY SIGNING BELOW, on behalf of the Applicant, I declare that is has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2019, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2019.

The applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing **U.S. DOT Regulations, "Program Fraud Civil Remedies," 49 CFR part 31**, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____

Name: Roger G. Steele

Authorized Representative of Applicant

**FEDERAL FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

Name of Applicant: City of Grand Island

The Applicant agrees to have **read and comply** with the applicable provisions of Categories 01-18 located in the following link:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grants/grantee-resources/131551/2019-certifications-and-assurances.pdf>

Category	Description	5339	(Initial)
01.	Certifications and Assurances Required of Every Applicant	x	
02.	Tax Liability and Felony Convictions	x	
03.	Lobbying	x	
04.	Private Sector Protections (only if non-profit agency)	x	
05.	Transit Asset Management Plan	x	
06.	Rolling Stock Buy America Reviews and Bus Testing	x	
07.	Urbanized Area Formula Grants Program	n/a	
08.	Formula Grants for Rural Areas (5311 Applicants Only)	n/a	
09.	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	n/a	
10.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	n/a	
11.	Enhanced Mobility of Seniors and Individuals with Disabilities Program (5310 Applicants Only)	n/a	
12.	State of Good Repair Grants	n/a	
13.	Infrastructure Finance Programs	n/a	
14.	Alcohol and Controlled Substances Testing	x	
15.	Rail Safety Training and Oversight	n/a	
16.	Demand Response Service	n/a	
17.	Interest and Financing Costs	n/a	
18.	Construction Hiring Preferences	n/a	

Certification of Equivalent Service

City of Grand Island (name of agency)

certifies that service is offered to individuals with disabilities (as defined in 49 CFR Part 37) which is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response time,
2. Fares,
3. Geographic service area,
4. Hours and days of service,
5. Restrictions or priorities based on trip purpose,
6. Availability of information and reservation capability, and
7. Constraints on capacity or service availability.

Federal Transit Authority (FTA) funded entities which receive financial assistance under Section 5339 of the Federal Transit Act must file this certification with the Nebraska Department of Transportation (NDOT) Transit Section at the time of application.

Section 5339 Subrecipients non-ADA accessible vehicles. By returning this certification to the NDOT Local Assistance Division, the above named agency is certifying that it has a mechanism in place to provide rides to individuals with disabilities. The ride must be provided in a manner equivalent to the service provided by the above-named agency to individuals without disabilities.

Roger G. Steele

(Printed Name of Authorized Official)

Mayor

(Title)

(Signature)

(Date)

AGREEMENT BETWEEN THE CITY OF GRAND ISLAND AND
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO.: RPT-M401(019)

THIS AGREEMENT made and entered into by and between the State of Nebraska (hereinafter referred to as "State") acting by and through the State Department of Transportation (hereinafter referred to as "Department"), and the City of Grand Island, the eligible applicant, (hereinafter referred to as "Contractor").

WHEREAS, 49 U.S.C. Section 5339 as amended by MAP-21, provides for the purchase or replacement of buses, vans, and related equipment to local governmental authorities that operate fixed route bus service; and

WHEREAS, the Governor of the State of Nebraska in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA"), has designated the Department to evaluate and select projects and to coordinate the grant applications; and

WHEREAS, the State and the Contractor desire to secure and utilize grant funds for the transportation needs of seniors and individuals with disabilities in the State of Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this agreement is to assist in the purchase of vehicles and/or related equipment (to include technology) to provide for the undertaking or expansion of transportation services to seniors and individuals with disabilities (hereinafter referred to as "Project") by the Contractor and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

Section 2. Scope of Project. The Contractor shall undertake and complete the Project as described in its Application, herewith incorporated by reference, filed with and approved by the Department and in accordance with the terms and conditions of this agreement.

Section 3. Period of Performance. The Project will commence with the signing of this document and may be terminated by either party under Sections 8 and 13 of this agreement.

Section 4. Funds. The Project funds referred to in this agreement are subject to the grants Management requirements of the Federal Transit Administration Circular FTA 5010.1D, Rev. 1, August 27, 2012, and specifically, the Financial Management provisions contained in Chapter VI. The federal share of the Project funds will be from FTA Grant NE-2016-004-01, Catalog of Federal Domestic Assistance #20.526 (Bus and Bus Facilities Formula Program).

The cost of the Project shall be in the amount indicated in the attached 5339 Capital Project Description and Budget (EXHIBIT A) and shall be borne in the manner described therein, contingent upon the availability of FTA funds. The Contractor agrees that it will provide from sources other than Federal Department of Transportation funds, an amount sufficient, together with the Federal Grant to assure full payment of the actual Project cost. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide and have on deposit with the Department its share of the Project costs prior to the Contractor taking possession of the Project equipment. The Contractor further agrees that no refund or reduction of the amount so provided will be made, unless there is at the same time a refund to the State of a proportional amount of the Federal Grant.

Section 5. Purchase of Project Equipment. The Contractor acknowledges that the Department shall conduct all procurements on behalf of the Contractor pursuant to state law and the applicable requirements of 49 CFR 18. The Contractor acknowledges that the Department shall certify to the FTA as to the Buy America, Bus Testing, Cargo Preference, Preaward & Post Delivery Audits, Clean Water, Energy Conservation and Clean Air Clauses.

Section 6. Title to Project Equipment. Title to Project equipment shall be in the name of the Contractor, subject to the restrictions on use and disposition of the Project equipment set forth herein.

Section 7. Encumbrance of Project Equipment. The Contractor may not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way affects the Federal interest in any Project equipment, nor may the Contractor obligate itself, in any other manner, to any third party with respect to Project equipment or property, unless such transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation is expressly authorized in writing by the Department.

Section 8. Use of Project Equipment. The Project equipment shall not be altered without prior written approval by the Department. The Contractor agrees that the Project equipment shall be used for the purpose of providing transportation service to seniors and individuals with disabilities within the geographical area as described in the Project Description for the duration of its useful life. "Useful Life" shall be considered to be four (4) years or 100,000 miles and the concurrence of the Department. Project equipment shall not be used in aid of any religious sect or denomination provided, however, that such equipment may be used to transport seniors and individuals with disabilities to the church of their choice if such service is offered on a nonsectarian basis. If Project equipment is not used in this manner or is

withdrawn from transportation service, the Contractor shall immediately notify the Department. Such Project equipment will then be disposed of in a manner determined by the Department.

The Contractor will be directed to turn over such equipment to the Department so that it may either reassign the equipment to another eligible transportation provider or dispose of it as surplus property. The Department shall reimburse the Contractor from the amount recovered by the Department, on the proportional basis of the ratio of financial assistance provided under this agreement. Fair market value, if applicable, shall be determined by competent appraisal consistent with the standards of 49 CFR Part 25.103.

If at any time, the Project equipment is withdrawn from transportation service because of casualty loss, the Contractor shall immediately notify the Department. In the event of a total loss due to casualty or fire, the damage paid by the insurance carrier or payable from the self-insured reserve account shall be considered fair market value and shall be remitted to the Department on a proportional basis of the ratio of financial assistance provided under this agreement.

The Contractor shall keep satisfactory records with regard to the use of the Project equipment and submit to the Department upon request such information as is required in order to assure compliance with this Section. The Contractor shall notify and receive prior approval from the Department before the Project or Project equipment is used in a manner substantially different from that described in the Project Description. The Contractor shall purchase and maintain in amount and form satisfactory to the Department such insurance or self-insurance as will be adequate to protect Project equipment from the time the Department notifies the Contractor that the equipment has been received by the Department throughout the period of required use, to include collision and comprehensive coverage, as well as liability coverage. Risk of loss shall be in the Contractor from the time the equipment shall be delivered to the Department.

The Contractor shall complete and submit Vehicle Usage Forms monthly for each vehicle acquired with 5339 funds. Failure to comply with this requirement until receiving written notice to the contrary from the Department means the Contractor will be ineligible for future funding under the 5339 program.

The Contractor shall have and maintain a scheduled vehicle maintenance program (in a format approved by the Department) for each vehicle acquired under the 5339 Program. Failure to comply with this requirement will also jeopardize funding under the 5339 Program.

The Contractor shall also submit to the Department at the end of each calendar year an annual vehicle equipment inventory indicating the mileage and condition of each 5339 vehicle.

The Contractor shall maintain the Project equipment at a high level of repair, cleanliness, safety, and mechanical soundness. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

Section 9. Misused or Damaged Property. If any damage to Project equipment results from abuse or misuse occurring with the Contractors knowledge and consent, the Contractor agrees to restore that equipment to its original condition or refund the value of the Federal interest in the damaged equipment, as the Federal Government may require.

Section 10. Contracts Under This Agreement. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the Department.

Section 11. Records and Reports. The Contractor shall undertake to have an audit performed in accordance with 2 CFR 200 if the Contractor receives more than \$750,000 in Federal Assistance in a fiscal year. A copy of this audit will be provided to the Department. The Contractor shall advise the Department regarding the progress of the Project at such times and in such a manner as the Department and FTA may require, including, but not limited to meetings and interim reports.

The Contractor shall collect and submit to the Department, at such time as it may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department and FTA.

Section 12. Audit and Inspection. The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all vehicles and equipment purchased by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles and equipment, and all relevant Project data and records. The Contractor shall also permit the above named persons to audit the books, records and accounts of the Contractor pertaining to the Project. The Contractor shall retain intact, for three years following Project closeout, all Project documents, financial records, and supporting documents.

Section 13. Termination.

(a) For Convenience. The Department may, with the concurrence of FTA, terminate the Project and cancel this agreement if both FTA and the Department agree that the continuation

of the Project would not produce beneficial results commensurate with further expenditure of funds.

(b) For Cause. The Department may, by written notice to the Contractor, terminate the Project and cancel this agreement for any of the following reasons:

(1) The Contractor discontinues or reduces the use of such vehicles or equipment for the purpose of providing transportation services to seniors and individuals with disabilities;

(2) The Contractor takes any action pertaining to this agreement without the approval of the Department and which under the procedures of this agreement would have required the approval of the Department;

(3) The commencement, prosecution or timely completion of the Project by the Contractor, for any reason, rendered improbable, impossible or illegal;

(4) The Contractor shall be in default under any provision of this agreement;

(5) The Contractor fails to have on account with the Department sufficient funds to complete, with the available Federal funds, the purchase of capital items as defined in its Project Application.

(c) Action Upon Termination. Upon termination of the Project and cancellation of this agreement under the provisions of Subsection (a) of this Section, the Contractor agrees to dispose of the Project equipment in accordance with the procedures established by the Department in this agreement.

Upon termination of the Project and cancellation of this agreement under the provisions of Subsection (b) of this Section, the Contractor shall immediately give possession of all Project property and equipment to the Department, which will dispose thereof and reimburse the Contractor in accord with the procedures established in this agreement.

Section 14. Contract Changes. Any proposed change in this contract shall be submitted to the State for its prior approval.

Section 15. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

Section 16. Prohibited Interest. No member, officer, or employee of the Contractor during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Section 17. No Obligation by the Federal Government. The purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written

consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Section 18. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement (MA) between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Said current Master Agreement is therefore included in this Agreement by reference. Contractor's failure to so comply shall constitute a material breach of this contract. A copy of the Master Agreement will be provided by the Department upon written request. The link to the Master Agreement is <http://www.fta.dot.gov/documents/21-Master.pdf>.

Section 19. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required in the current FTA Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

Section 20. Energy Conservation Requirements.

By signing and submitting this agreement, the prospective lower tier participant certifies that it will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Section 21. Civil Rights. The following requirements apply to this agreement:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Parts 60 et seq., (which implement Executive Order No.11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, " 42 U.S.C. 2000e note), and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Section 22. The Contractor shall include in all subcontracts entered into pursuant to this agreement all of the above-required clauses. In addition, the following required provision shall be included in any advertisement or invitation to bid for any procurement under this agreement:

Statement of Financial Assistance:

This contract is subject to a financial assistance contract between the State of Nebraska and the U.S. Department of Transportation.

Section 23. Federal Certifications and Assurances for FTA Assistance. The Contractor will comply with all the requirements identified in the Federal Certifications and Assurances for FTA Assistance, hereby made a part of this agreement.

Section 24. Federal Award Identification. Refer to EXHIBIT B.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Contractor this ____ day of _____, 2019.

ATTEST:

City of Grand Island

BY _____

BY _____

TITLE _____

TITLE _____

EXECUTED by the Department this ____ day of _____, 2019.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Ryan Huff, P.E.
Intermodal Planning Engineer

EXHIBIT A

Project Number RPT-M401(019)

RECIPIENT: City of Grand Island

VEHICLE INFORMATION

VEHICLE	Cost	Quantity	Total
Small Bus - Ford chassis	\$55,398	2	\$110,796
Extension for ambulatory passenger seats	\$36	4	\$144
24" black adjustable passenger seatbelt			
			SubTotal
			\$110,940
		TOTAL	\$110,940

FUNDING

VEHICLE	Cost	Federal Share	Local Share	Total Cost
Small Bus	\$110,940	\$88,752	\$22,188	\$110,940
		Total Vehicle Cost		\$110,940
Federal 5339 Funds (80% of total cost)				\$88,752
Local contribution (20% of total cost)				\$22,188

Total Local Share Due **\$22,188**

RPT-M401(019)
CN 42845C

- 1 -

EXHIBIT B
Federal Award Identification for 5339 NE-34-X006

- i **Subrecipient Name**
City of Grand Island
- ii **Subrecipient's unique entity identifier**
040919607
- iii **Federal Award Identification Number (FAIN):**
NE-2016-004-00
- iv **Federal Award Date**
September 22, 2016
- v **Subaward Period of Performance start and end date**
Refer to Section 3
- vi **Amount of Federal funds obligated by this action**
Refer to Exhibit A
- vii **Total amount of Federal funds obligated to the subrecipient by the pass-through entity including the current obligation.**
Refer to Exhibit A
- viii **Total amount of the Federal Award committed to the subrecipient by the pass-through entity.**
Refer to Exhibit A
- ix **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)**

5339 FFY2013 Bus & Bus Facilities apportionment to use in SFYs 17-18.
- x **Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass through entity:**

United States Department of Transportation - Federal Transit Administration – Mark Bechtel
- Xi **Catalog of Federal Domestic Assistance (CFDA) number, name, and dollar amount:**
20.526 Bus and Bus Facilities Formula Program
\$421,156,000

RESOLUTION 2019-178

WHEREAS, funds are available through the State of Nebraska to aid the City financially in providing public transit services; and

WHEREAS, the City and State desire to secure and utilize grant funds for the transportation needs of senior and individuals with disabilities participating in the use of the public transit services throughout the City and Hall County; and

WHEREAS, the request at this time is to purchase two (2) Small Bus- Ford chassis to be used within the public transit service provided through the City and Hall County; and

WHEREAS, Section 5339 Capital Grant Application and agreement will provide for 80% or \$96,000.00 of such purchases to be paid by Federal funds and 20% or \$24,000.00 to be paid by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the Section 5339 Capital Grant Application and agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item G-8

**#2019-179 - Approving Correction to Resolution No. 2019-163-
Agreement Amendment No. 1 for Utility Relocation Services to be
performed by AT&T for the North Broadwell Drainage; Project
No. 2018-D-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 28, 2019

Subject: Approving Correction to Resolution No. 2019-163-Agreement Amendment No. 1 for Utility Relocation Services to be performed by AT&T for the North Broadwell Drainage; Project No. 2018-D-1

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

Background

The North Broadwell Drainage; Project No. 2018-D-1 will consist of removing trees and re-grading the ditch to allow for proper maintenance and improved channel flow.

The improvements require that utilities owned by AT&T are relocated due to the elevation of the ditch rework.

On February 26, 2019, via Resolution No. 2019-77, City Council approved a reimbursement agreement with AT&T to lower infrastructure located within the North Broadwell Drainage; Project No. 2018-D-1 limits. Such agreement provided an estimated cost of work at \$20,000.00, of which 57.5% would be the responsibility of the City of Grand Island, resulting in an anticipated City cost of \$11,500.00.

On May 14, 2019, via Resolution No. 2019-163, City Council approved Amendment No. 1 to the original reimbursement agreement, in the amount of \$32,775.00. Per such agreement and amendment the City is responsible for 57.5% of the infrastructure lowering.

All agreements must be approved by the City Council.

Discussion

The overall cost of the AT&T infrastructure lowering was incorrectly listed as \$32,775.00 in Resolution No. 2019-163. The correct total figure is \$38,775.00; which accounts for the sole bid received of \$29,775.00 from D & A Trenching, Inc. of Alda, Nebraska and the estimated engineering services of \$9,000.00.

At this time, based on the 57.5% responsibility of the City by the original reimbursement agreement, the City will be responsible for \$22,295.63.

Construction award of the North Broadwell Drainage; Project No. 2018-D-1 to Starostka Group Unlimited, Inc. was approved by City Council, via Resolution No. 2019-80, in the amount of \$247,981.06 on February 26, 2019.

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 correction to Resolution No. 2019-163, in relation to agreement Amendment No. 1 for Utility Relocation Services to be performed by AT&T for the North Broadwell Drainage; Project No. 2018-D-1.

Sample Motion

Motion to approve the resolution.



AT&T Corp.
3450 Riverwood Parkway SE
Suite 162
Atlanta, GA 30339

T: 678-627-5392
Sb0226@att.com

May 7, 2019

Tim Gorka
City of Grand Island, NE
PO BOX 1968
100 East 1st St.
Grand Island, NE 68802

RE: Amendment 1 of Reimbursement Agreement Dated March 8, 2019

Dear Mr. Gorka,

The Reimbursement Agreement Dated March 8, 2019 will be amended to reflect the new estimated amount of \$ 29,775.00, as shown on attached Exhibit "A".

All other terms of the March 8, 2019 Reimbursement Agreement will remain the same.

Please have an authorized representative of the City of Grand Island, NE, acknowledge and agree to the above changes by signing below and return one (1) signed original to Sherri Plaza at the address shown in the top right corner of this letter.

If you have any questions or need additional information, please contact Sherri Plaza at (678) 627-5318 or via email at sp326x@att.com.

Yours truly,



Sandra M. Braxton
Senior Technical Project Manager

Cc: Sherri Plaza, ROW Manager

Acknowledged and Agreed

By: _____
Date: _____
Name: _____
Title: _____



at&t

Exhibit "A" Estimate of Cost Broadwell Drainage



Estimate of Cost for the relocation of AT&T Facilities for the proposed Broadwell Drainage in Grand Island NE

These are estimates only and actual cost will be determined by bid process.

Actual cost of the project will be determined by bid for the relocation and protection of the AT&T Facility. Only the actual cost of relocation will be billed in accordance with the completed project.

Construction Cost: \$29,775.00

Engineering Cost: \$9,000.00

Total estimated maximum relocation cost \$38,775.00

AT&T Transmission Responsibility: 34 LF = 42.5% = \$16,479.00

City of Grand Island Responsibility: 46 LF = 57.5% = \$22,296.00

This is based on 80 LF of total expected excavation of which 34 LF is on CoGI ROW (33' easement for ditch line + 1' Road ROW) & the remaining 46 LF is on AT&T Easement. The new Drainage Facility boundaries will include and encroach onto 23 LF of existing AT&T ROW.

Construction Cost to consist of:

- Traffic Control, Mobilization and misc. cost
- Excavating and lowering to depths of 11' for 80 LF.
- Shore boxes and trench safety precautions.
- Ring cutting and adding additional conduit as required including pulling slack cable if required.
- Relocation of 3 AT&T Marker Poles within project Scope.

Engineering Cost to consist of:

- Design
- Inspection and plant protection
- Recording of construction documentation for AT&T permanent record.
- Coordination of Crews and personnel for project completion.

EXHIBIT A: See Construction Prints

Questions may be directed to:

Kevin Wingard
Project Manager
SDT Solutions
9620 E. SH 350 STE 107
Raytown, MO. 64133
580-931-7688
kwingard@sdt-1.com

RESOLUTION 2019-163

WHEREAS, the City of Grand Island has developed the North Broadwell Drainage; Project No. 2018-D-1 to allow for proper maintenance and improved channel flow; and

WHEREAS, the improvements require that utilities owned by AT&T are relocated due to the elevation of the ditch rework; and

WHEREAS, on February 26, 2019, via Resolution No. 2019-77, City Council approved a reimbursement agreement with AT&T to lower infrastructure located within the North Broadwell Drainage; Project No. 2018-D-1 limits; and

WHEREAS, the estimated cost for the relocation work of AT&T's infrastructure was \$20,000.00, of which 57.5% would be the responsibility of the City of Grand Island, resulting in an anticipated City cost of \$11,500.00; and

WHEREAS, bid submittals were not received by AT&T for such work; and


WHEREAS, AT&T contacted a local trenching company, D & A Trenching, Inc. of Alda, Nebraska for a bid and received such in the amount of \$29,775.00; and

WHEREAS, engineering services are estimated at \$9,000.00 for such work, of which the City is responsible for the 57.5% of; and


WHEREAS, the City of Grand Island and AT&T wish to enter into Reimbursement Agreement Amendment No. 1 to provide relocation of the affected AT&T infrastructure at the updated total cost of \$32,775.00, with 57.5% of such cost being the responsibility of the City of Grand Island.

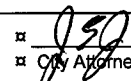
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the attached Reimbursement Agreement Amendment No. 1 between the City of Grand Island, Nebraska and AT&T.

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.


Roger G. Steele, Mayor

Attest:


RaNae Edwards, City Clerk

Approved as to Form	<input checked="" type="checkbox"/>	
May 13, 2019	<input checked="" type="checkbox"/>	City Attorney

RESOLUTION 2019-179

WHEREAS, the City of Grand Island has developed the North Broadwell Drainage; Project No. 2018-D-1 to allow for proper maintenance and improved channel flow; and

WHEREAS, the improvements require that utilities owned by AT&T are relocated due to the elevation of the ditch rework; and

WHEREAS, on February 26, 2019, via Resolution No. 2019-77, City Council approved a reimbursement agreement with AT&T to lower infrastructure located within the North Broadwell Drainage; Project No. 2018-D-1 limits; and

WHEREAS, the estimated cost for the relocation work of AT&T's infrastructure was \$20,000.00, of which 57.5% would be the responsibility of the City of Grand Island, resulting in an anticipated City cost of \$11,500.00; and

WHEREAS, bid submittals were not received by AT&T for such work; and

WHEREAS, AT&T contacted a local trenching company, D & A Trenching, Inc. of Alda, Nebraska for a bid and received such in the amount of \$29,775.00; and

WHEREAS, engineering services are estimated at \$9,000.00 for such work, of which the City is responsible for the 57.5% of; and

WHEREAS, the City of Grand Island and AT&T wish to enter into Reimbursement Agreement Amendment No. 1 to provide relocation of the affected AT&T infrastructure at the updated total cost of \$38,775.00, with 57.5% or \$22,295.63 of such cost being the responsibility of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the attached Reimbursement Agreement Amendment No. 1 between the City of Grand Island, Nebraska and AT&T.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
June 20, 2019	City Attorney



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item G-9

#2019-180 - Approving Continuation of Sidewalk District No. 1-2019; 13th Street

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 28, 2019

Subject: Approving Continuation of Sidewalk District No. 1-2019; 13th Street

Presenter(s): John Collins, Public Works Director

Background

Sidewalk District No. 1- 2019 was created by the City Council on April 9, 2019. Legal notice of the creation of the District was published in the *Grand Island Independent* on April 15, 2019, with notification being mailed to all involved property owners.

The boundary for the proposed district was selected in order to provide a safe walking path for students to Westridge Middle School (see attached sketch). The new sidewalk will be approximately 985 feet in length.

Discussion

The district completed the 30-day protest period at 5:00 p.m., Wednesday, May 15, 2019. There were no protests filed against this District by affected property owners.

The Public Works Department recommends that the assessments for the district be spread equally across the lots in the district with a seven (7) year repayment schedule.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the continuation of Sidewalk District No. 1- 2019; 13th Street.

Sample Motion

Move to approve the continuation of Sidewalk District No. 1- 2019; 13th Street.





SIDEWALK DISTRICT BOUNDARY

RESOLUTION 2019-180

WHEREAS, Sidewalk District No. 1- 2019; 13th Street, was created by Ordinance No. 9725 on April 9, 2019; and

WHEREAS, notice of the creation of such sewer district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within thirty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed, and

WHEREAS, the protest period ended on May 15, 2019 with no protests received.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Sidewalk District No. 1- 2019; 13th Street, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item H-1

Consideration of Approving Request from Hooker Bros. Sand & Gravel to Renew their Condition Use Permit to Allow for a Sand & Gravel Operation located at 3947 South Locust Street

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item H-2

Consideration of Approving Request from GC Mini Storage, LLC on behalf of Viaero Wireless for a Conditional Use Permit for a Wireless Telecommunication Tower located at the South Entrance of 3007 North Road

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item H-3

**Consideration of Forwarding Blighted and Substandard Area #30
to the Hall County Regional Planning Commission, JOJA
Investment LLC**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity – Regional Planning Director

Meeting: May 28, 2019

Subject: Proposed Blighted and Substandard Area #30

Presenter(s): Chad Nabity, Director Grand Island CRA

Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for JOJA Investment LLC by Marvin Planning Consultants. This study is approximately 2.57 acres of property (1 block) located between 4th and 5th Streets and Carey and Ruby Streets, in central Grand Island. 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.

JOJA Investment LLC has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. 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. If the study is approved it is anticipated that an application for Tax Increment Financing would follow.

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 July 3, 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.

Discussion

The action item tonight relates to the study for proposed CRA Area No. 30 in Central Grand Island as shown below. The study was prepared for a single block, 2.57 acres, all of which is in the Grand Island City Limits.

Figure 1: Study Area Map



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 hold a public hearing and submit its written recommendations within 30 days holding a public hearing on the request.
- Upon receipt of the recommendations from the planning commission 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 hold a public hearing and 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 hearing, review and 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 May 20, 2019, 20.11% of the City has been declared blighted and substandard. Area 30 would add 2.57 acres to the total of blighted and substandard property and would, if approved, add 0.01% to the total area declared blighted and substandard bringing the total to 20.12%. Three other blighted areas are outstanding representing a total increase of 3.64% if all are approved the total would be 23.76%. Annexations currently under consideration by the City Council will cause that number to drop slightly if they are approved as submitted.

It does not appear that the declaration of Area 30 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:

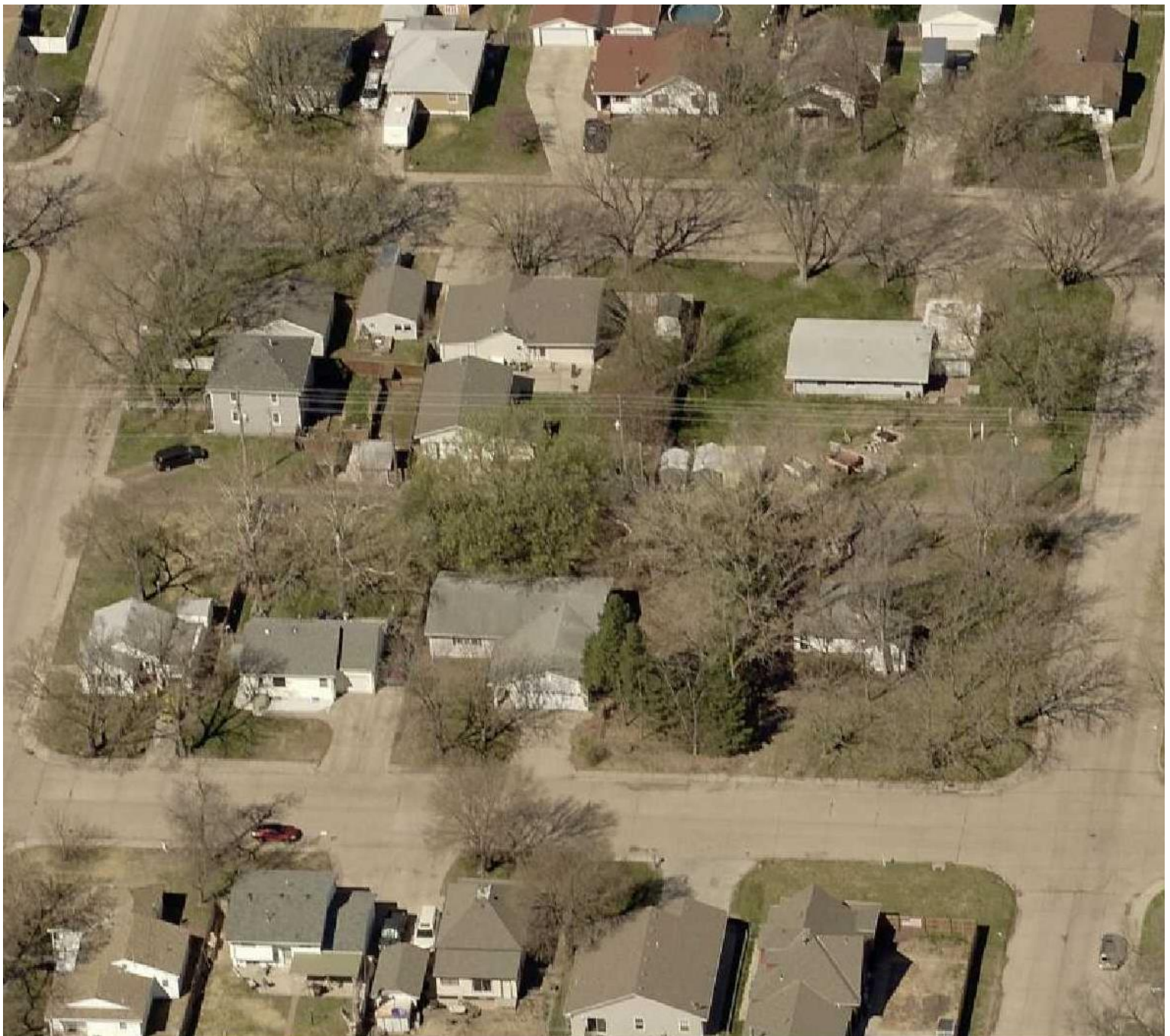
1. Move to forward the Study to the Planning Commission for its recommendation.
2. Move to not forward the Study to the Planning Commission for its recommendation.
3. Refer the issue to a committee.
4. Postpone the issue to future date.
5. Take no action on the issue.

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

Motion to forward the Study to the Planning Commission for their review and recommendation.



City of Grand Island, NE

Blight and Substandard Study (Micro-Blight)

Area #30

May 2019



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 JOJA Investment LLC 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, look 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 the Community Development Law, shall afford maximum opportunity, consistent with the 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 the Community Development Law, 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 of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements."

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for the formulation of a workable program; disaster assistance; effect. 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."

"Notwithstanding any other provisions of the Community Development Law, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the Governor of the state has certified the need for disaster assistance under federal law, the local governing body may approve a redevelopment plan and a redevelopment project with respect to such area without regard to the provisions of the Community Development Law requiring a general plan for the municipality and notice and public hearing or findings other than herein set forth."

Based on the Nebraska Revised Statutes §18-2103 the following definitions shall apply:

"Blighted area" means an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which

endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;"

"Extremely blighted area means a substandard and blighted area in which: (a) The average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period; and (b) the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area;"

"Substandard area 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; and"

"Workforce housing means:

- (a) Housing that meets the needs of today's working families;
- (b) Housing that is attractive to new residents considering relocation to a rural community;
- (c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars to construct or rental housing units that cost not more than two hundred thousand dollars per unit to construct. For purposes of this subdivision (c), housing unit costs shall be updated annually by the Department of Economic Development based upon the most recent increase or decrease in the Producer Price Index for all commodities, published by the United States Department of Labor, Bureau of Labor Statistics;
- (d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and
- (e) Upper-story housing."

This Blight and Substandard Study is Blighted and Substandard Area 30. The Study is intended to give the Grand Island Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions are existing within the City's jurisdiction and as allowed under Chapter 18. Through this process, the City and property owners will attempt to address economic and/or social liabilities which are harmful to the well-being of the entire community.

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

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

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

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

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

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 Micro-blight include residential uses including accessory uses within the corporate limits of Grand Island.

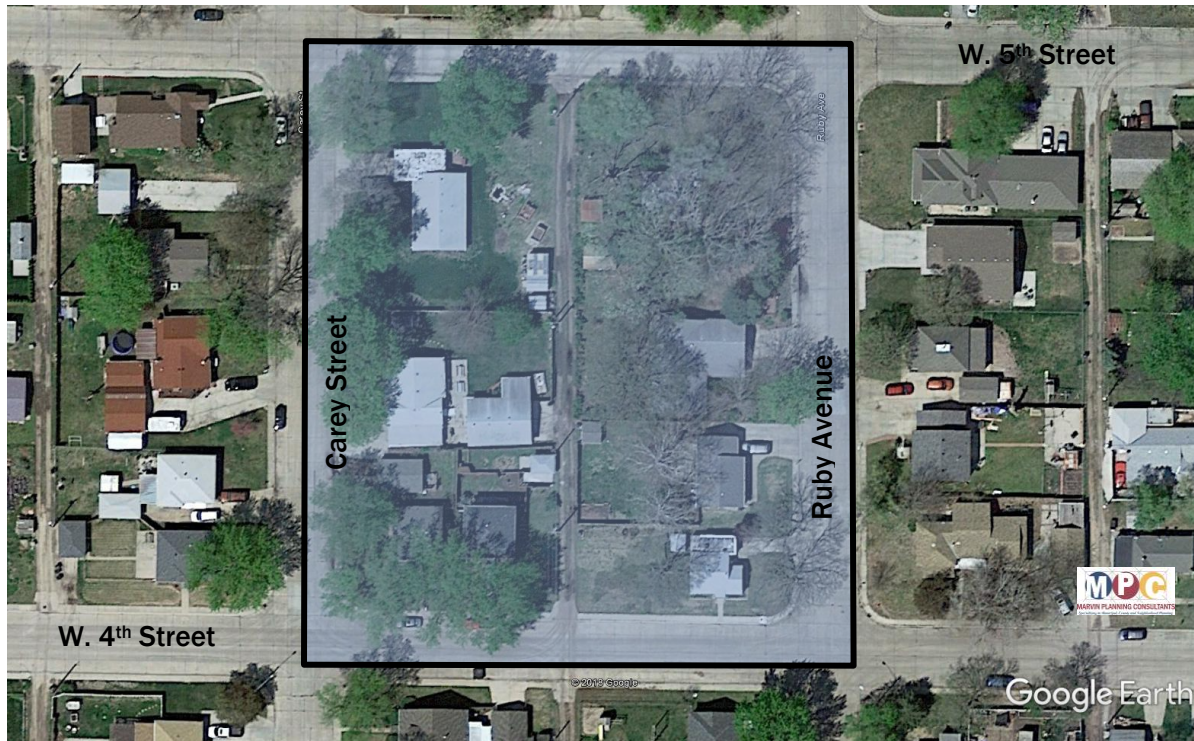
Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand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

Point of beginning is the intersection of the centerlines of 5th Street and Ruby Avenue; thence, westerly along the centerline of 5th Street to the intersection with the centerline of Carey Avenue; thence, southerly along the centerline of Carey Avenue to the intersection with the centerline of 4th Street; thence, easterly along the centerline of 4th Street to the intersection with the centerline of Ruby Avenue; thence northerly to the point of beginning.

Study Area

Figure 1: Study Area Map



Source: Google Earth and Marvin Planning Consultants 2019

Note: Lines and Aerial may not match.

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 - 2017

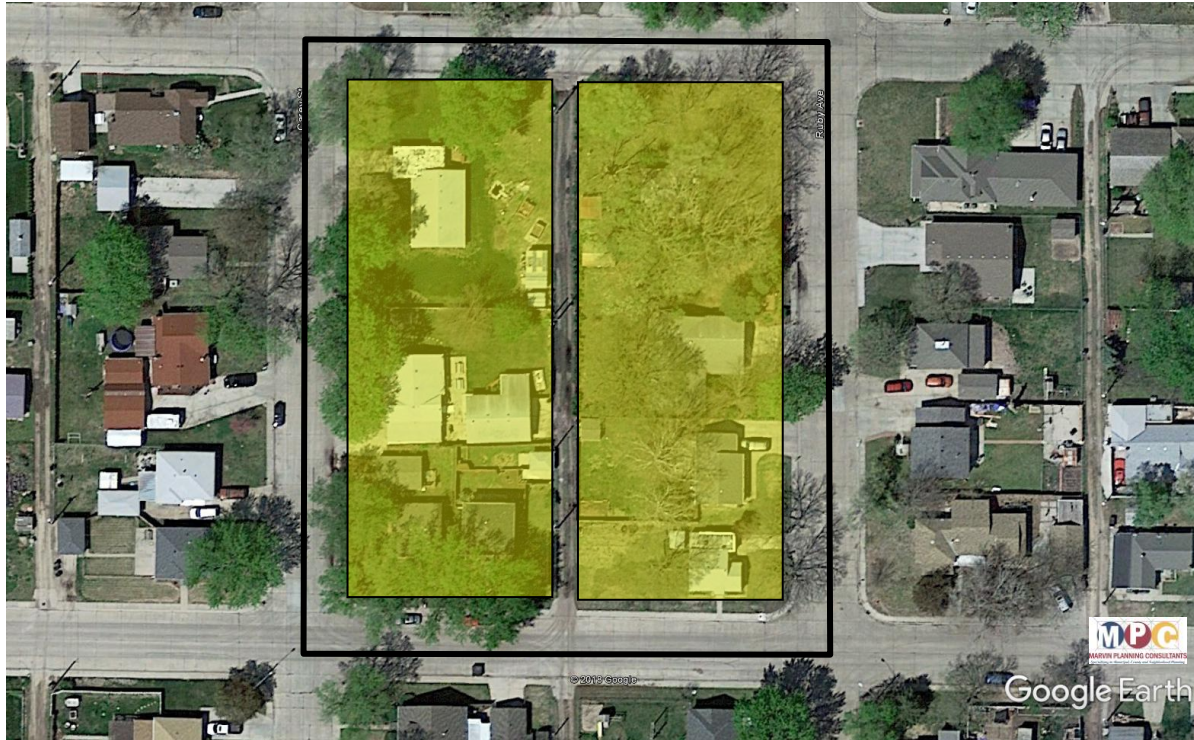
Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	1.64	63.8%	63.8%
Single-family	1.64	63.8%	63.8%
Multi-family	0	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	0	0.0%	0.0%
Industrial	0	0.0%	0.0%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	0.93	36.2%	36.2%
Total Developed Land	2.57	100.0%	
Vacant/Agriculture	0.00		0.0%

Total Area	2.57	100.0%
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Source: Marvin Planning Consultants 2019

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 (21.6%) and land considered vacant accounts for only 78.4% of the total area.

Figure 2
Existing Land Use Map



Source: Marvin Planning Consultants, 2019

Note: Lines and Aerial may not match.

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.

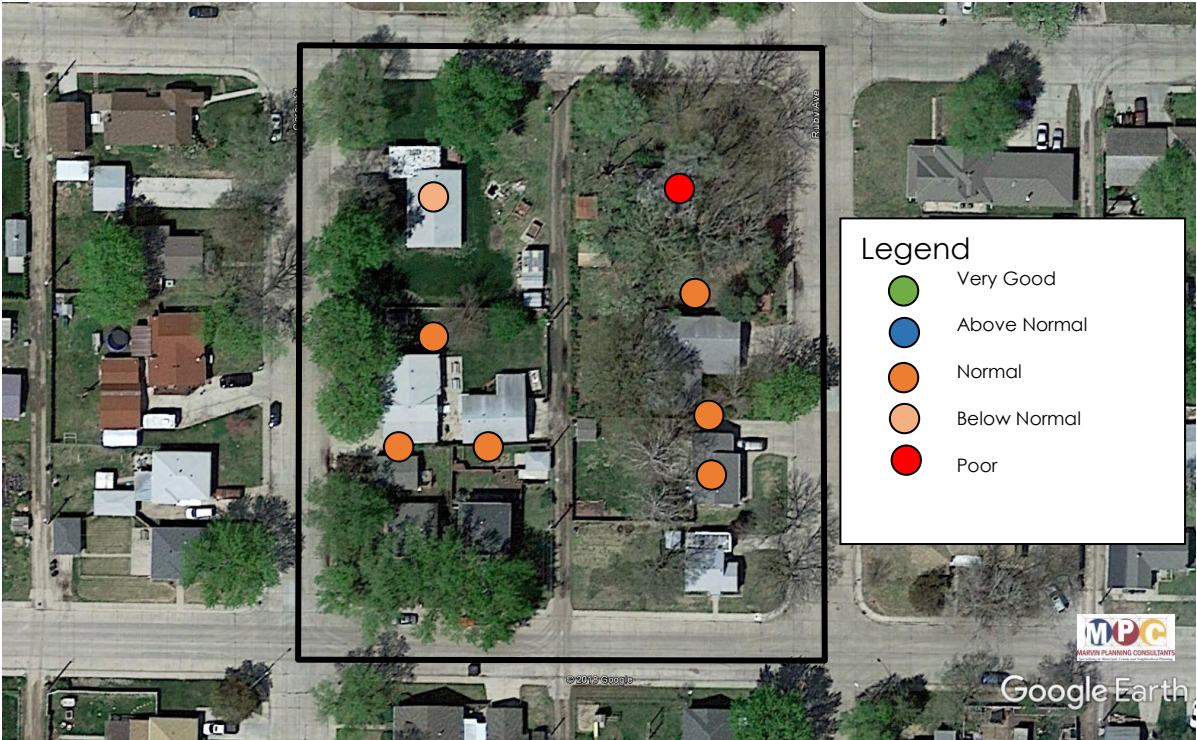
Structural Conditions

Structural conditions were evaluated, structures were either rated as: Very Good, Above Normal, Normal, Below Normal, or Poor. The data and rating system come from the Hall County Assessor's database and is the same database used to value properties in the area.

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

- 0 (0.0%) structures rated as Very Good
- 0 (0.0%) structures rated as Above Normal
- 6 (75.0%) structure rated as Normal
- 1 (12.5%) structures rated as Below Normal
- 1 (12.5%) structure rated as Poor

Figure 3: Structural Conditions



Source: Hall County Assessor and Marvin Planning Consultants 2019
Note: Lines and Aerial may not match.

Based upon these data, an assumption has been made that normal 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 a normal structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 100.0% of the structures in this study area are normal 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.



Figure 4: Deterioration of Site or Other Improvements

Source: Hall County GIS, Google Earth and Marvin Planning Consultants 2017
 Note: Lines and Aerial may not match.

Deterioration of Site or Other Improvements

Site Improvements Conditions

The properties within the study area are accessed via Howard Avenue and an alley in the rear. In addition, the study area is served by a sidewalk located immediately behind the curb along Howard Avenue.

Based upon review of images of the study area, Figure 4 was created. The Figure indicates:

- 100% of the sidewalks within this study are in Fair condition but showing signs of deterioration
- 100% of alley way is dirt/gravel
- Approximately 33% of the curb and gutters are beginning to deteriorate. Mostly in at the radius locations at intersections.

Based upon the field analysis, there are sufficient elements present to meet the definition of deterioration of site and other improvements in the Study Area.

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 - 2019

	Number of Structures	Construction date	Age	Cumulative Age
	1	1920	99	99
	1	1921	98	197
	1	1934	85	282
	2	1941	78	438
	1	1951	68	506
	1	1962	57	563
	1	1975	44	607
Total Cumulative	8			607
Average Age				75.9

Source: Hall County Assessor's and Marvin Planning Consultants 2019

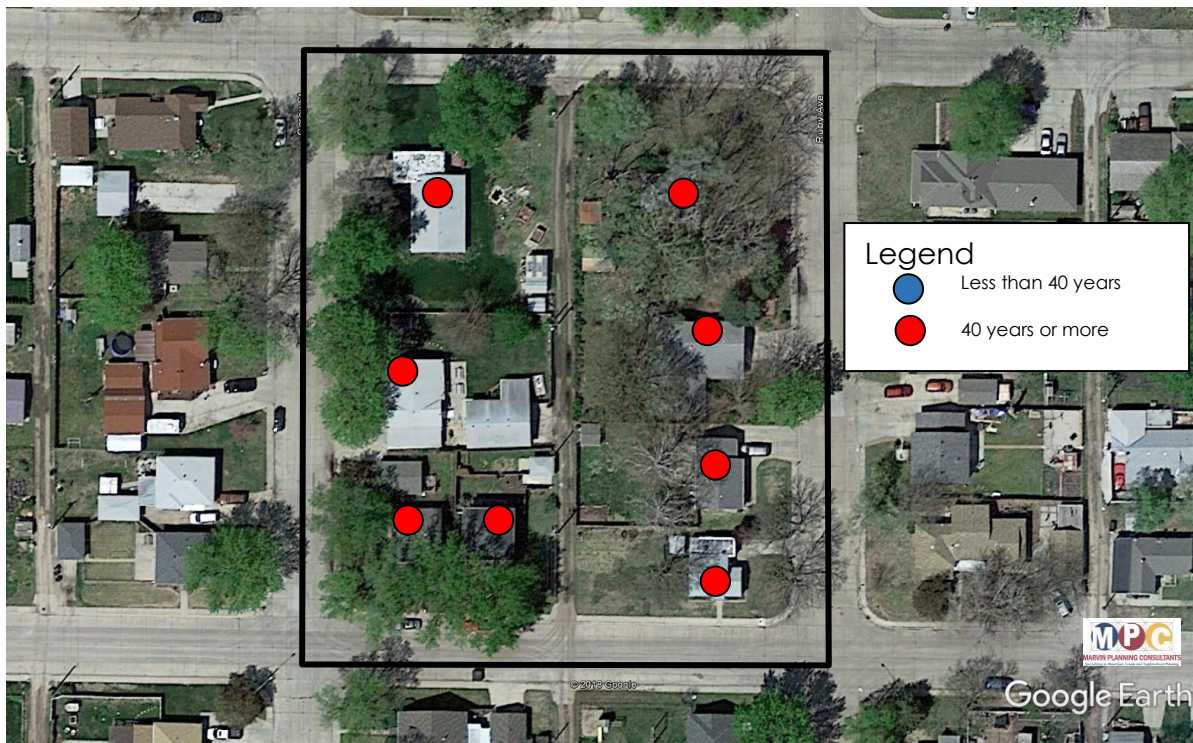
Within the study area there are two primary structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 8 (100.0%) unit was determined to be 40 years of age or older
- 0 (0.0%) 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 75.9 years; thus, meeting the requirements of the statutes.

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

Figure 5: Unit Age Map



Source: Hall County GIS, Hall County Assessor and Marvin Planning Consultants 2019

Note: Lines and Aerial may not match.

Blighting Summary

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

Criteria under Part A of the Blight Definition

- **Substantial number of deteriorating structures**
 - Within the study are 100.0% of the structures were deemed to be in either normal condition or worse.
- **Deterioration of site or other improvements**
 - 100% of sidewalks are in a deteriorating condition
 - 33% of the curb and gutter along Howard Avenue is in a deteriorating condition
 - 100% of the alley is unpaved and is dirt/gravel

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**
 - 8 (100.0%) buildings or improvements were determined to be 40 years of age or older
 - 0 (0.0%) buildings or improvements were determined to be less than 40 years of age
 - The average age based upon a cumulative age calculation is 75.9 years.

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

- One-half of unimproved property is over 40 years old.
- Combination of factors which are impairing and/or arresting sound growth
- Stable or decreasing population based upon the last two decennial census
- Insanitary and Unsafe Conditions
- Dangerous conditions to life or property due to fire or other causes
- Faulty Lot Layout
- Improper Subdivision or Obsolete Platting
- Defective/Inadequate street layouts

- Diversity of Ownership
- 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.
-
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

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

Substandard Conditions

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

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

TABLE 3: AVERAGE STRUCTURAL AGE, BY METHOD - 2019

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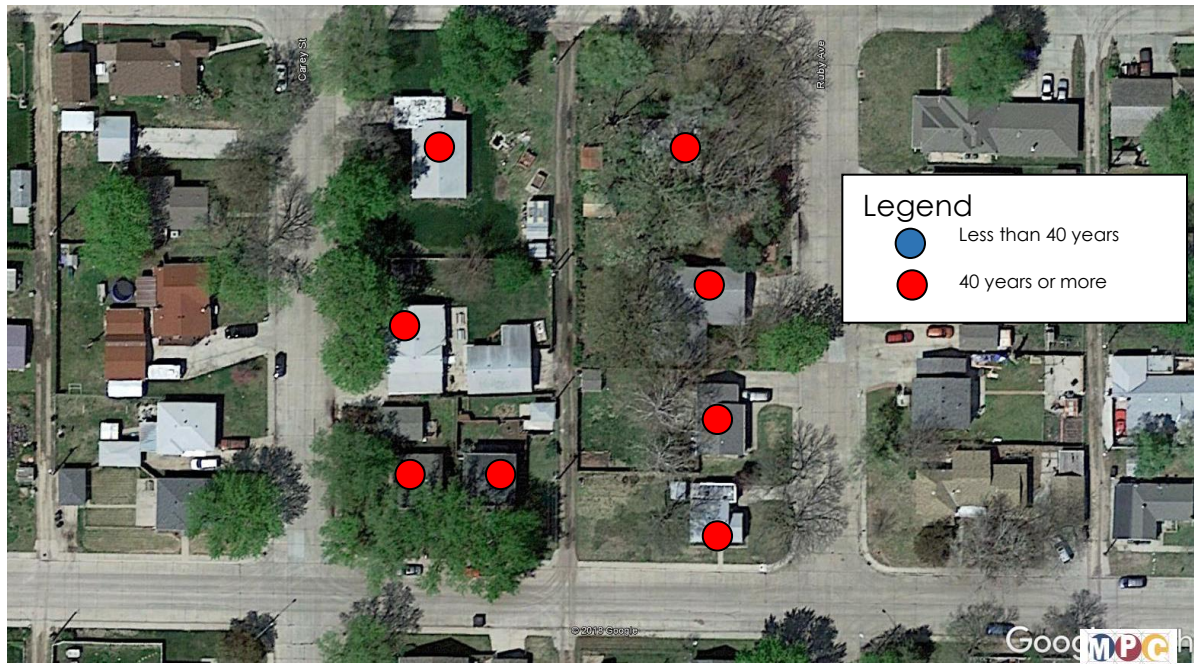
Within the study area there is a total of two primary structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 8 (100.0%) unit was determined to be 40 years of age or older
- 0 (0.0%) unit was determined to be less than 40 years of age

However, when examining the age based upon a cumulative approach, as in Table 3, the average age of the primary structures is equal to 75.9 years; thus, meeting the requirements of the statutes.

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

Figure 6: Unit Age Map



Source: Hall County GIS, Hall County Assessor and Marvin Planning Consultants 2019

Note: Lines and Aerial may not match.

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 #30

Blight Study Area #30 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

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

Substandard Conditions

- **Average age of the structures in the area is at least forty years**



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item I-1

#2019-171 - Reconsideration of Amendment to the Redevelopment Plan for CRA No. 1 located North of 4th Street between Congdon Avenue and Willow Street (Starostka Contracting, LLC)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity – Regional Planning Director

Meeting: May 28 2019

Subject: Site Specific Redevelopment Plan for CRA Area #1
Reconsideration of Resolution #2019-171

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.

Starostka Contracting LLC has submitted an application for tax increment financing to aid in the redevelopment of property located north of 4th Street between Willow Street and Congdon Avenue. The proposal would redevelop this property for 20 residential lots including the extension of streets, sewer, water and storm sewer along with site work and demolition of existing structures. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on April 10, 2019 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on May 1, 2019. 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 May 1, 2019. The Planning Commission approved Resolution 2019-09 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island provided amendment to the future land use is approved for his development. The CRA approved Resolution 312 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

On May 14, 2019 the Grand Island City Council held a public hearing and voted on a Resolution #2019-171 to amend the redevelopment plan. The motion failed with 4 members voting in favor, 2 members opposed and 1 abstaining. Council Member Chuck Haase one of the votes on the prevailing side on the motion has requested that this item be brought back for reconsideration.

Discussion

On May 14, 2019 the City Council held a public hearing to take testimony on the proposed plan (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 reconsider Resolution #2019-171. If reconsidered and approved this resolution will approve 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 and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for redevelopment for improvements including the installation of streets, sewer, water, storm sewer, site grading and demolition to develop 20 residential lots. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an 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. The proposed bond for this project will be issued for the amount of \$1,165,090.

The developer has indicated that Five Points Bank of Grand Island has indicated that they would lend money for the project but the details of the loans have not been arranged.

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 reconsider approval of the resolution.

Redevelopment Plan Amendment Grand Island CRA Area 1 April 2019

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.

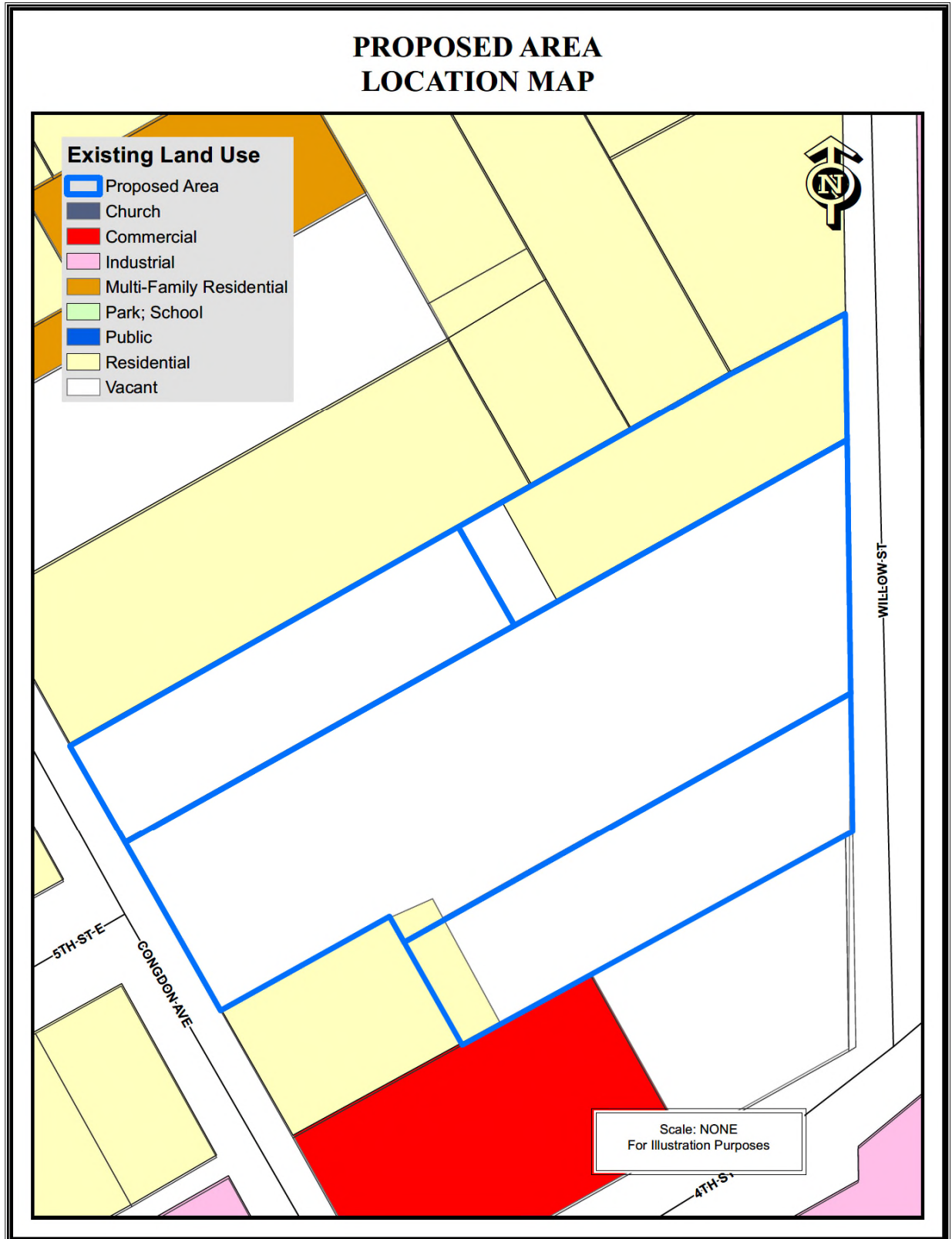
Executive Summary:

Project Description

THE REDEVELOPMENT PROPERTY LOCATED NORTH OF FOURTH STREET BETWEEN CONGDON AVENUE AND WILLOW STREETS FOR RESIDENTIAL USES, INCLUDING ACQUISITION OF PROPERTY, SITE WORK, SEWER, SEWER WATER, STORM SEWER AND STREETS AND DEMOLITION OF AN EXISTING STRUCTURE AND CONSTRUCTION OF UP TO 20 NEW SINGLE FAMILY RESIDENCES.

The use of Tax Increment Financing to aid in expenses associated with redevelopment of the property located at between Willow Street and Congdon Avenue along 5th Street extended from a vacant storage lot and single residence to a 20 lot residential subdivision. 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 the City staff including the planning department and Community Development staff have been interested in seeing developed since the early 2000’s. This property did not have access to City sewer and could not be developed without the extension of the sewer. The property has been used for a single house and as an industrial storage yard. The developers will ask the city to amend the comprehensive plan to show all of the property as planned for low to medium density residential and to rezone the property for residential uses. This project as proposed would not be possible without the use of TIF.

Starostka Contracting LLC will be acquiring this property and is proposing to subdivide the property after rezoning into 20 residential lots for the development of two and three bedroom single family homes. The existing residential unit is currently vacant and the remaining property has been used for outdoor storage of construction materials. 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, 2021 towards the allowable costs and associated financing project.



Existing Land Use and Subject Property

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

Property Description (the “Redevelopment Project Area”)

Hall County Assessor Parcels 400059800, 400059819, 400059835 and 400059827

Legal Descriptions: All of Lots 11 and 12 and part of Lot 13 and Lot 14 of Lambert’s Subdivision in the City of Grand Island, Hall County, Nebraska. This property will be replatted prior to contract approval

The tax increment will be captured for the tax years for which the payments become delinquent in years 2021 through 2038 inclusive with no property extending beyond the 15 maximum.

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 development of the 20 lots and construction of the houses over an anticipated period of five years. The property will need to be rezoned prior to construction and development.

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 substantially consistent with the Comprehensive Plan. Prior to approval of a contract for redevelopment the developer will request a modification to the Grand Island Comprehensive plan Future Land Use Map to show that this entire property is planned for residential development and for a change in zoning to a residential zoning district. The Hall County Regional Planning Commission held a public hearing at their meeting on May 1, 2019 and passed Resolution 2019-09 confirming that this project will be consistent with the Comprehensive Plan for the City of Grand Island as amended.

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

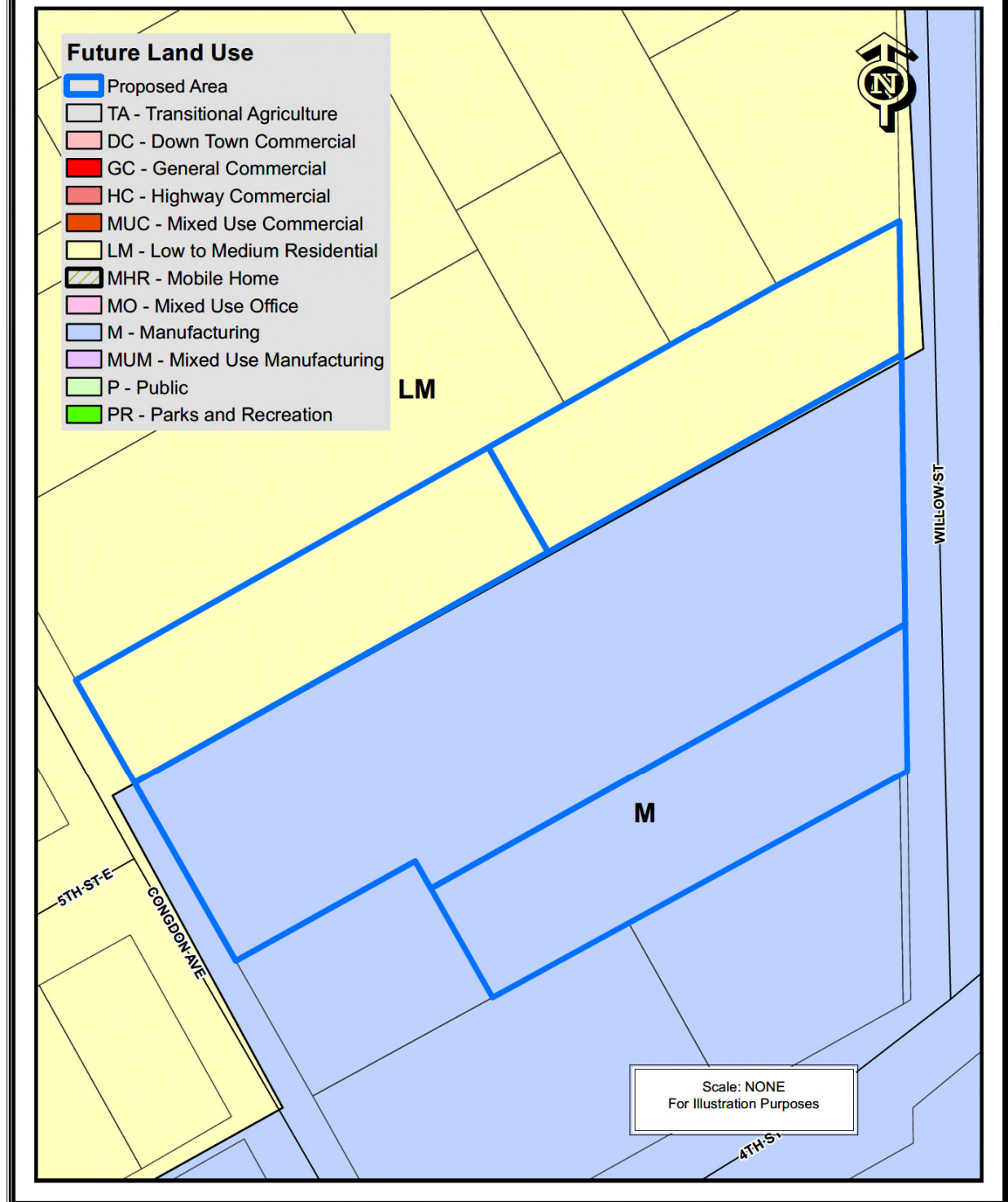
a. Land Acquisition:

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 on a per lot basis from the current owners.. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented does involve demolition of one residential structure and a garage. Based on the records from the Hall County Assessor's office the house was constructed in 1926 and the condition is badly worn..

PROPOSED AREA LOCATION MAP



City of Grand Island Future Land Use Map

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 low to medium density residential and manufacturing development. It is anticipated that the future land use map will be modified to reflect residential development across the entire site prior to approval of this plan or any redevelopment contract. This property is in private ownership. [§18-2103(b) and §18-2111]

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

The area is zoned M-2 Heavy Manufacturing zone. It is anticipated that this property will be rezoned to R-3SL medium density small lot residential zone prior to or along with the approval of this plan. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to increase the number of dwelling units on the property from one to twenty and convert open storage space to residential lots. 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 for the proposed zoning district. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Sewer is currently being extended to this property through an assessment district. This project will result in an increased in the number of services provided in the district and lower the overall cost of each service. This will result in lower assessment for the other properties participating in the district. Water is available to the subdivision and will be extended to all of the lots.

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. The existing house on this

property was vacant prior to consideration of this plan. No relocation is contemplated or necessary. [§18-2103.02]

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

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

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

The estimated costs for this project including acquisition are \$2,367,000. Site acquisition is expected to cost \$401,500 on a per lot basis. Site improvements including: tree removal, utility improvements, sidewalks and other flat concrete of \$587,565. Architectural and Engineering planning services of \$61,250 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$114,775 are included as TIF eligible expense. The total of eligible expenses for this project is \$1,165,090.

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 \$1,165,090 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, 2021 through December 2039.

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 and underutilize property with 10 brand new single family 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 July 2019 and December of 2024. Excess valuation should be available for this project for up to 15 years on each house beginning with the 2020 tax year.

9. Justification of Project

This property has been in the Grand Island municipal limits and largely undeveloped for more than 100 years. The proposed construction 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 \$1,165,090 provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$3,805,125 in private sector financing and equity investment; a private investment of \$3.27 for every TIF dollar invested.

Use of Funds	Source of Funds.		
Description	TIF Funds	Private Funds	Total
Site Acquisition	\$401,500		\$401,500
Legal and Plan*	\$114,775		\$114,775
Engineering/Arch	\$61,250		\$61,250
Financing		\$364,125	\$364,125
Demolition/Cleanup	\$49,644		\$49,644
Sanitary Sewer	\$129,680		\$129,680
Water	\$80,163		\$80,163
Storm Sewer	\$27,295		\$27,295
Grading/Paving	\$300,783		\$300,783
New Construction		\$3,400,000	\$3,400,000
Contingency		\$41,000	\$41,000
TOTALS	\$1,165,090	\$3,805,125	\$4,970,215

Tax Revenue. The property to be redeveloped has January 1, 2019, valuation of approximately \$60,373. Based on the 2018 levy this would result in a real property tax of approximately \$1,360. It is anticipated that the assessed value will increase by \$4,038,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$84,075 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 2019 assessed value:	\$ 60,373
Estimated taxable value after completion	\$ 4,098,000
Increment value	\$ 4,038,000
Annual TIF generated (estimated)	\$ 84,075
TIF bond issue	\$ 1,165,090

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

The redevelopment project area currently has an estimated valuation of \$60,373. The proposed redevelopment will create additional valuation of \$4,038,000. 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 though any additional development and population may impact time of service.

(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 for the residents of Grand Island. The National Homebuilders Association estimates that each new single family home is the equivalent of 2.5 full time equivalent jobs so this development at 4 houses per year would represent an additional 8 FTE's within the city for the next five years.

(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 except potentially to provide housing options for employees.

(e) Impacts on student populations of school districts within the City or Village:

This development will have an impact on the Grand Island School system and will likely result in additional students at both the elementary and secondary school levels.

The average number of persons per household in Grand Island for 2012 to 2016 according the American Community Survey is 2.65. Twenty additional households would house 53 people. According to the 2010 census 19.2% of the population of Grand Island was between the ages of 5 and 18. If the averages hold it would be expected that there would be an additional 11 school age children generated by this development. If this develops at a rate of 4 houses per year for 5 years approximately 3 children would be added to the school age population every year with this development. These 3 children will likely be spread over the full school age population from elementary to secondary school. According to the National Center for Educational Statistics¹ the 2015-16 enrollment for GIPS was 9,698 students and the cost per student in 2013-14 was \$12,343 of that \$5,546 is generated locally. The Grand Island Public School System was notified on April 3, 2019 that the CRA would be considering this application at their April 10, 2019 meeting.

¹ https://nces.ed.gov/ccd/districtsearch/district_detail.asp?ID2=3100016

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

This project is consistent the goals of the 2014 Housing Study for the City of Grand Island to create more than 1700 new dwelling units by 2019. It appears that the City of Grand Island will have added more than 1000 units by 2019 but that still leaves a deficit of the projected need of 700 units. The local housing market is not capable of producing the number of units needed at market rate given the costs of building and development.

Time Frame for Development

Development of this project is anticipated to be completed during between July of 2019 beginning with property clearance and utility installation and December of 2024. The base tax year should be calculated on the value of the property as of January 1, 2020. Excess valuation should be available for this project for 15 years beginning in 2021 with taxes due in 2022. 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 on each house or an amount not to exceed \$1,165,090 or about 92% of the projected amount of increment based upon the anticipated value of the project and current tax rate. The developer will spend at least \$1,165,090 on eligible activities based on the estimates presented.

RESOLUTION 2019-171

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: to acquire, prepare the site, install streets and utilities and demolish existing structures on property located between Willow Street and Congdon Avenuen north of 4th Street for residential uses. 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	☐ _____
June 20, 2019	☐ 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 or cause to be filed 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, May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item I-2

#2019-181 - Consideration and Action on CCCFF Planning Grant for Former Armory Building.

Staff Contact: Jerry Janulewicz, City Attorney

Council Agenda Memo

From: Jerry Janulewicz, City Attorney/Interim City Administrator

Meeting: May 28, 2019

Subject: Resolution Approving CCCFF Planning Grant.

Presenter(s): Jerry Janulewicz, City Attorney

Background

In 2018, the City of Grand Island purchased from the State of Nebraska the former National Guard Armory located at 2900 West Old Potash Highway. The facility was purchased due to the need to preserve public parking for the adjoining ball fields and recreation areas, to provide a potential future entrance to and exit from existing parking areas, to provide for storage for Parks and Recreation, archival storage of city records, and for additional potential municipal purposes. Following purchase of the facility, other potential uses for the property have been discussed including, but not limited to, a site for a children's museum or indoor recreation.

In order to assure that all beneficial potential uses of the property are examined, the City applied for and was awarded, subject to Council approval, a planning grant from Nebraska's Civic and Community Center Financing Fund (CCCFF) in the maximum amount of \$15,000 to be matched dollar for dollar by local funds. The grant and matching city funds would be utilized to evaluate the existing building, work with City Staff/Officials to identify possible reuses of the facility, to identify and communicate with key stakeholders to obtain feedback on needs, ideas, and expectations for this space, and to develop a conceptual floorplan layout for the space.

Discussion

It is recommended that the CCCFF planning grant for a maximum of \$15,000 be and accepted and the mayor authorized to execute necessary contracts, and other documents in the name of and on behalf of the City. If approved, city code requires selection of engineers and other professionals through an RFQ process for contracts in excess of \$20,000.

Conclusion

City staff recommend the resolution be approved.

Alternatives

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

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

Sample Motion

Move to approve the resolution.

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
CIVIC AND COMMUNITY CENTER FINANCING FUND
ASSISTANCE AWARD CONTRACT NO. 19-03-137**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Grand Island, Nebraska ("Recipient") upon the date of signature by both parties.

RECITALS:

A. The Nebraska Civic and Community Center Financing Act ("Act"), found in Neb. Rev. Stat. §13-2701 through § 13-2710, was enacted to support the development of civic, community, and recreation centers throughout Nebraska that foster the maintenance or growth of communities. To provide funding for these development activities, the Act created the Civic and Community Center Financing Fund ("Fund") and directed the Department to award and administer grants of funds ("Act Funds") to eligible recipients. The requirements of the Act are incorporated herein by this reference.

B. The Recipient has submitted an application and all of the necessary supplementary materials (collectively, the "Application"). The Application sets forth a project involving a Nebraska National Guard Armory Building Planning project for Grand Island, Nebraska ("Project"), which is an activity that is eligible for assistance under the Act. The Application is incorporated herein by this reference.

C. The Project was conditionally approved by the Department in accordance with the Act, and Act Funds were subsequently appropriated by the Nebraska Legislature for use on the Project. Because Act Funds were appropriated by the Legislature, the grant of assistance to the Recipient is considered finally approved, and this grant agreement is intended to govern the Department's administration of Act Funds disbursed to the Recipient for the Project.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount and Initial Disbursement of Act Funds; Matching Funds.

The Department will disburse Act Funds to the Recipient for the Project in a total amount not to exceed the lesser of: Fifteen Thousand Dollars (\$15,000) or fifty percent (50%) of the actual cost of the Project.

The Department will disburse fifty percent (50%) of the award of Act Funds for the Project to the Recipient after the Department receives a fully executed grant agreement. The remaining fifty percent (50%) of the award of Act Funds will be disbursed as reimbursement for costs incurred in completing the Project.

Matching funds from local sources (as required by the Act) must be contributed to the Project prior to disbursement of Act Funds. The matching funds must be at least equal to the amount of Act Funds requested and at least fifty percent (50%) must be in cash.

§1.02 Contract Term.

The term of this contract will be from March 21, 2019 to March 21, 2021 ("Contract Term"). All of the Recipient's performance obligations under this contract must be completed within the Contract Term.

§1.03 Use of Act Funds.

The Act Funds must be used solely for the purposes set forth in the Application and as allowed and restricted by the Act and this agreement. Some specific restrictions which are applicable to the Project include, but are not limited to, the following:

- (a) Act Funds may be used for the planning, construction, renovation, or expansion of the Project, but Act Funds may not be used for programming, marketing, advertising, and related activities.
- (b) The Project is required to be physically located within the Recipient's municipal boundaries.
- (c) If the Project involves a civic, community, or recreation center, the Recipient must own and operate the Project facility for at least 5 years after the start of the Contract Term. It is permissible for the Recipient to operate the Project facility through the use of agents, public or private.
- (d) If the Project involves a historic building that is owned by a nonprofit organization, the Recipient must enter into a contractual relationship with the nonprofit organization. A copy of the contract between the nonprofit organization and the Recipient must be provided to and approved by the Department prior to disbursement of any Act Funds.

§1.04 Disbursement of Act Funds; 50% Reserve/Escrow Until Project Completed.

Disbursements of Act Funds will be made to the Recipient in the form and manner prescribed by the Department if such disbursements are determined to be in conformance with the requirements of the Act. In order to receive disbursements, the Recipient must submit the State of Nebraska ACH Enrollment Form to the Department.

For disbursements after the initial fifty percent (50%), the Recipient must provide, upon request by the Department, documentation substantiating the expenditure of Project costs and the use of adequate local matching funds for the requested disbursement. Disbursements will be made by electronic deposit to the account designated by the Recipient on the State of Nebraska ACH Enrollment Form and in accordance with the requirements of this contract.

No more than fifty percent (50%) of the total Act Funds will be disbursed to the Recipient prior to the Department receiving a certification of the commitment and expenditure of the required minimum match or an amount of local sources equaling the total grant award. Upon a determination that Project costs have been properly documented by the Recipient and the minimum level of matching funds have been committed, the Department will disburse the remainder of the Act Funds.

§1.05 Final Planning Products.

Prior to closeout of the Project, the Recipient must submit two copies of the resulting final planning products: one hard copy and one electronic copy.

§1.06 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of the contract.

PART II: [RESERVED].

PART III: [RESERVED].

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Recipient or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

Either party may request amendments to this contract; however, amendments will not be effective until mutually agreed to in writing by both parties.

§4.02 Project Outcome/Impact Performance Reports Required.

To assist the Department in obtaining information on the outcome/impact of grant funded projects, the Recipient must prepare and submit performance reports on the Project.

All performance reports must be submitted in the form and manner specified by the Department. Performance reports are due every six (6) months during the Contract Term and must include a narrative of the progress, Project expenditures to-date, data reflecting the current status of the Project, any perceived changes to the budget for the Project, and any other information the Department may request.

The Recipient may also be required to submit interim performance reports upon request. These reports will be subject to reasonable requirements and due dates as determined by the Department.

A final performance report must be submitted to the Department no later than thirty (30) days prior to the end of the Contract Term. The report must include a final narrative on the outcome of the Project, including information on what was and was not successful in completing the Project as described in the Application, and any other Project information that may be requested by the Department. The Department may withhold up to ten percent (10%) of the Act Funds awarded under this contract until the Department receives and approves the final performance report.

All performance reports must be submitted to the Department via mail to the CCCFF Coordinator, Nebraska Department of Economic Development, 301 Centennial Mall South, PO Box 94666, Lincoln, NE 68509; via email to jenny.mason@nebraska.gov; or via other means designated by the Department.

Failure to provide required performance reports by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. If that happens, the Department may immediately terminate this contract, in whole or in part, and/or require repayment of any or all Act Funds disbursed to the Recipient.

§4.03 Accounting for Act Funds; Record Access.

The Recipient must account for Act Funds in a manner consistent with generally accepted accounting principles. All expenditures of Act Funds by the Recipient must be for obligations incurred in furtherance of the Project and must be supported by documentation evidencing the necessity for such expenditures. The Recipient must keep such records as the Department may require for compliance with the Act.

The Department and any other duly authorized official of the State of Nebraska must have full access to and the right to examine, audit, excerpt, or transcribe any of the Recipient's records pertaining to this contract. The records must be retained for at least three (3) years after termination of this agreement.

§4.04 Compliance with State and Act Regulations and Performance Monitoring.

The Recipient must comply with all applicable state law, Act regulations, and any reasonably equivalent procedures and requirements that the Department may prescribe.

In particular, the Recipient agrees to establish internal controls in order to provide the Department with reasonable assurance that it is carrying out the Project in compliance with state statutes, regulations, and the terms and conditions of this contract. The Department may conduct performance review monitoring visitations to determine compliance with this contract.

§4.05 Early Termination; Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Recipient.

This contract may also be terminated, in whole or in part, prior to the completion of Project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Recipient must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Recipient for allowable expenses incurred before the effective date of termination.

§4.06 Termination Due to Loss of Funds.

This contract may terminate, in full or in part, in the event the Department suffers a loss of funding which permits it to fund the Recipient. In such an event, the Department will provide the Recipient written notice setting forth the effective date of full or partial termination.

§4.07 Termination for Cause.

In the event:

- (a) the terms of this contract have not been nor are anticipated to be fulfilled;
- (b) the Department determines the Application contained material omissions, errors, or misrepresentations; or
- (c) the Department determines Act Funds have been used for purposes other than eligible Project activities or in a manner contrary to the requirements of the Act;

Then, the Department may revoke the grant and terminate this contract, seek repayment of Act Funds paid to the Recipient, or both. Payments made to the Recipient or recoveries by the Department will be in accordance with the legal rights of the parties.

§4.08 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the contract if the Business is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Business. To obtain release based on a Force Majeure Event, the Business shall file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.09 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.10 Waivers in Writing; Severability; Assignment of Interest.

No conditions or provisions of this contract will be waived unless approved by the Department in writing.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

The Recipient may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

§4.11 Relationship of the Parties.

Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party. Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against the Recipient, its officers, or its agents will in no way be the responsibility of the Department.

§4.12 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Recipient, and the Recipient will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Recipient must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Recipient for its records.

§4.13 State of Nebraska Non-Liability/Hold Harmless.

The Recipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Recipient or by their officials, officers, employees, agents, or associates under this contract.

§4.14 Authorization of Project Publicity and Information Sharing.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient must inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the Project. The Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

§4.15 Verification of Work Eligibility Status for New Employees.

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Recipient to adhere to these requirements is a violation of the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Recipient to be in default on the contract.

§4.16 Drug Free Workplace Policy.

The Recipient acknowledges the State of Nebraska requires a Drug Free Workplace Policy on the part of the Recipient as a term and condition of contracting with the Department.

§4.17 Civil Rights Law and Equal Opportunity Employment.

The Recipient must comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. The Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin.

§4.18 Americans with Disabilities Act (ADA).

The Recipient must comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices including the reasonable accommodation of persons with disabilities in hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

§4.19 Governing Law; Binding Effect; Counterparts; Entire Agreement.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This instrument, any attachments, and those items incorporated by reference contain the entire agreement between the parties.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	RECIPIENT → City of Grand Island, Nebraska
By: _____ (Director or Designee)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

RESOLUTION 2019-181

WHEREAS, in 2018 the City of Grand Island purchased from the State of Nebraska the former National Guard Armory located at 2900 West Old Potash Highway; and

WHEREAS, the facility was purchased due to the need to preserve public parking for the adjoining ball fields and recreation areas, to provide a potential future entrance to and exit from existing parking areas, to provide for storage for Parks and Recreation, archival storage of city records, and for additional potential municipal purposes; and

WHEREAS, following purchase of the facility other potential uses for the property have been discussed including, but not limited to, a site for a children's museum or indoor recreation; and

WHEREAS, in order to assure that all beneficial potential uses of the property are examined, the City applied for and was awarded, subject to Council approval, a planning grant from Nebraska's Civic and Community Center Financing Fund (CCCCF) in the maximum amount of \$15,000 to be matched dollar for dollar by local funds; and

WHEREAS, the grant and matching city funds would be utilized to retain an engineering/architectural firm to evaluate the existing building, work with City Staff/Officials to identify possible reuses of the facility, to identify and communicate with key stakeholders to obtain feedback on needs, ideas, and expectations for this space, and to develop a conceptual floorplan layout for the space.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the CCCCFF planning grant for a maximum of \$15,000 should be and is hereby accepted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, May 28, 2019

Council Session

Item J-1

Approving Payment of Claims for the Period of May 15, 2019 through May 28, 2019

The Claims for the period of May 15, 2019 through May 28, 2019 for a total amount of \$4,145,436.82. A MOTION is in order.

Staff Contact: Patrick Brown